LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, AUGUST 13, 2019 6:30 PM
Lucan Biddulph Township Office
270 Main Street P.O. Box 190 Lucan, ON

AGENDA

1. Call to Order

2. Disclosure of Pecuniary Interest & Nature Thereof

3. In-Camera Session - 5:45 pm

Property matter

4. Petitions & Delegations

Christene Scrimgeour

2018 Township of Lucan Biddulph Draft Consolidated Financial Statements

Steve McIntyre, Junior C Lucan Irish Executive

- discuss fundraising and support options

5. Adoption of Minutes

Budget Meeting Minutes - Jun 27 2019

Budget Meeting Minutes - Jul 11 2019

Council Minutes - July 9 2019

6. Business Arising From the Minutes

BA August 13 2019

7. Communications Reports

1. Grass cutting in Conservation Buffer Area - Ridge Crossing Subdivision
2. Frank Cowan Ins Co - Joint and Several Liability Insurance Consultations
3. OMAFRA - RED Program
4. South Huron Climate Change Adaptation Strategy

5. BM Ross - Moving Forward - Accommodating Lucan Growth
6. BM Ross - Updated of Development Charges Study
7. Balance of Communications:
    a. MMAH - Provincial Policy Statement Review - Draft Policies
    b. Bill 108 - Middlesex County Council Presentation - More Homes, More Choice Act
    c. Resolution Support (Warwick Twp) - Farm Safety
        i. Plympton Wyoming Support of Warwick Farm Safety Resolution 2019
        ii. Village of Oil Springs - Support for Warwick Resolution - Farm Safety
        iii. Municipality of McDougall Resolution - support re farm safety
        iv. South Huron Resolution re enforcement for safety on family farms
    d. Municipality of Neebing - Response to Lake of Bays OMPF Resolution
    e. Township of McKellar Resolution re Municipal Amalgamation
    f. Town of Halton Hills Resolution re Reducing Litter and Waste in Our Communities
    g. City of Stratford Resolution - Opposition to 2019 Provincial Budget & Planning Act Changes
    h. Township of Nairn and Hyman Support Resolution - Opposition to Bill 115
    i. Frank Cowan Insurance Company - Township property values
    j. Annual Bob Lacroix Golf Day - Aug 30 2019
    k. AMO Update - Final Blue Box Mediation Report released
    l. AMO Communications - Notice of 2019 Annual General Meeting
    m. College of Physicians and Surgeons of Ontario Council Award 2020
    n. Granton Cemetery - Thank you
    o. Ontario Museum Association - Thank you
    p. ABCA Five Year Forecast
    q. ABCA BOD Meeting, Minutes and GM Report
    r. BRA July 18 2019 Board Meeting Highlights
    s. AMO Watch File's - Jul 11 Jul 18 Jul 25 Aug 1 Aug 8

8. Committee Reports

a) CEDC
b) Bluewater Recycling
c) Lake Huron
d) Fire Boards
e) ABCA
f) UTRCA
g) Parks & Recreation
h) Canada Day

9. Staff Reports

a) CAO/Clerks Office

Procurement Policy

Animal Control options for Cats

b) Building/By-law Enforcement
- Building Permit Report - first half 2019
- Electronic Building Permitting System

c) Finance

d) Planning
- SPA-1-2019 (2219260 Ontario Inc) - Ridge Crossing Townhouse Development
- PLC-1-2019 (2161453 Ontario Inc - Olde Clover Village) Amendment to Subdivision Agr
- Olde Clover Village Phase 4 - redline amendment to draft plans of subdivision

e) Public Works
- Biddulph Blanshard Fire Hall parking lot and Beech St paving tender

f) Parks & Recreation
- Boys and Girls Club Programming - Aug 13

g) Economic Development
- Kraft Hockeyville 2019 - Travel Expenses

10. Councillor's Comments

11. Changes to Budget

12. Notice of Motions

13. Motions and Accounts
- Accounts Paid
- Motions - August 13 2019

14. By-laws
- 37-2019 Debenture Bylaw (daycare loan)
- 38-2019 Ridge Crossing Site plan approval (townhouse development)
- 39-2019 Execution of Amending Agreement - 2219260 Ontario Inc (Ridge Crossing Phase 2)
- 40-2019 By-Law Dedicating Blocks 105 106 107 and 108 (Ridge Crossing)
- 41-2019 Part Lot Control Exemption Bylaw (Block 30 Olde Clover Village)
- 42-2019 Execution of Agreement Van Engelen Temp Use
- 43-2019 Execution of Amending Agreement - Olde Clover Village

44-2019 Confirming

203-2019 (ZBA-6-2019 Van Engelen Temp Use By-law)

204-2019 (ZBA-3-2019 2219260 Ontario Inc - Ridge Crossing)

205-2019 (ZBA-1-2019 Martens)

15. Adjournment

TOWNSHIP OF LUCAN BIDDULPH

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

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TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018

-1-	Independent Auditor's Report
-3-	Consolidated Statement of Financial Position
-4-	Consolidated Statement of Operations and Accumulated Surplus
-5-	Consolidated Statement of Cash Flows
-6-	Consolidated Statement of Change in Net Financial Assets
-7- to -14-	Notes to the Consolidated Financial Statements
-15-	Schedule 1 - Consolidated Schedule of Tangible Capital Assets
-16-	Schedule 2 - Consolidated Schedule of Segmented Information

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INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying consolidated financial statements of Township of Lucan Biddulph (the "Township"), which comprise the Consolidated Statement of Financial Position as at December 31, 2018, and Consolidated Statements of Operations and Accumulated Surplus, Cash Flows and Change in Net Financial Assets for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Township of Lucan Biddulph as at December 31, 2018 and its financial performance and its cash flows and change in net assets for the year then ended in accordance with Canadian public sector accounting standards.

Basis of Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Township in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Township's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Township or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Township's financial reporting process.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

August 13, 2019
London, Canada

LICENSED PUBLIC ACCOUNTANT

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TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2018

	2018	2017
FINANCIAL ASSETS		
Cash	$ **4,720,626**	$ 6,316,385
Taxes receivable	**542,429**	477,318
Land held for resale	**1,328,461**	71,935
Accounts receivable	**1,830,505**	1,246,120
	8,422,021	8,111,758
LIABILITIES		
Bank loan (note 7.e)	**910,000**	50,000
Accounts payable and accrued liabilities	**1,512,098**	792,048
Other current liabilities	**6,749**	6,951
Deferred revenue - obligatory reserve funds (note 6)	**1,299,441**	2,687,805
Net long-term liabilities (note 7.a)	**3,413,855**	3,683,093
	7,142,143	7,219,897
NET FINANCIAL ASSETS	**1,279,878**	891,861
NON-FINANCIAL ASSETS		
Tangible capital assets - Schedule 1	**38,050,670**	37,740,539
Capital work in progress	**2,655,636**	388,688
Inventory	**34,540**	24,341
Prepaid supplies	**92,794**	101,397
	40,833,640	38,254,965
ACCUMULATED SURPLUS (note 8)	$ **42,113,518**	$ 39,146,826

The accompanying notes are an integral part of these financial statements.

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TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2018

	Budget 2018	Actual 2018	Actual 2017
REVENUE			
Property taxation	$ 3,898,363	$ 3,905,102	$ 3,516,506
User charges	2,798,053	3,381,540	2,879,998
Government grants	622,624	702,822	527,371
Investment income	57,200	66,682	57,607
Penalty and interest on taxes	70,000	74,277	70,081
Other revenue	105,100	99,867	15,579
	7,551,340	8,230,290	7,067,142
EXPENDITURES			
General government	941,988	1,145,316	1,001,021
Protection to persons and property	1,002,916	1,023,728	982,929
Transportation services	2,747,626	1,900,372	1,795,884
Environmental services	2,962,561	1,833,945	1,689,373
Recreation and cultural development	3,877,557	1,607,660	1,422,107
Planning and development	135,750	95,998	136,800
	11,668,398	7,607,019	7,028,114
EXCESS OF REVENUE OVER EXPENDITURES (EXPENDITURES OVER REVENUE) BEFORE OTHER	(4,117,058)	623,271	39,028
OTHER			
Government transfers related to capital	1,980,658	1,916,584	102,324
Gain (loss) on disposal of capital assets	13,000	(17,227)	10,186
Developer and other contributions related to capital	658,149	444,064	356,502
	2,651,807	2,343,421	469,012
EXCESS OF REVENUE OVER EXPENDITURES	(1,465,251)	2,966,692	508,040
ACCUMULATED SURPLUS, BEGINNING OF YEAR	39,146,826	39,146,826	38,638,786
ACCUMULATED SURPLUS, END OF YEAR	$ 37,681,575	$ 42,113,518	$ 39,146,826

The accompanying notes are an integral part of these financial statements.

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TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:		
OPERATING		
Excess of revenue over expenditures (page 4)	**$ 2,966,692**	$ 508,040
Non-cash charges to operations		
Amortization	**1,772,569**	1,706,097
Net disposal of tangible capital assets	**24,966**	14,615
Net change in working capital other than cash (A)	**(2,574,538)**	1,973,987
	2,189,689	4,202,739
INVESTING		
Acquisition of tangible capital assets	**(2,107,666)**	(1,250,180)
Decrease (increase) in capital work in progress	**(2,266,948)**	(213,990)
Decrease (increase) in inventory	**(10,199)**	4,754
Decrease (increase) in prepaid supplies	**8,603**	(5,508)
	(4,376,210)	(1,464,924)
FINANCING		
Net proceeds (repayments) in long-term debt and bank loan	**590,762**	(304,874)
Net change in cash and cash equivalents during the year	**(1,595,759)**	2,432,941
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	**6,316,385**	3,883,444
CASH AND CASH EQUIVALENTS, END OF YEAR	**$ 4,720,626**	$ 6,316,385

(A) Net change in working capital other than cash includes the net change in taxes receivable, accounts receivable, land held for resale, accounts payable and accrued liabilities, other current liabilities and deferred revenue.

The accompanying notes are an integral part of these financial statements.

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TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
Excess revenue over expenditures (page 4)	$ **2,966,692**	$ 508,040
Amortization of tangible capital assets	**1,772,569**	1,706,097
Investment in capital works in progress	**(2,266,948)**	(213,990)
Change in inventory	**(10,199)**	4,754
Change in prepaid supplies	**8,603**	(5,508)
Net disposal of tangible capital assets	**24,966**	14,615
Acquisition of tangible capital assets	**(2,107,666)**	(1,250,180)
Increase in net financial assets	**388,017**	763,828
NET FINANCIAL ASSETS, BEGINNING OF YEAR	**891,861**	128,033
NET FINANCIAL ASSETS, END OF YEAR	$ **1,279,878**	$ 891,861

The accompanying notes are an integral part of these financial statements.

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TOWNSHIP OF LUCAN BIDDULPH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018

The Township of Lucan Biddulph (the Township) is a Township in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

1. Significant accounting policies

The consolidated financial statements of the Township of Lucan Biddulph are prepared by management in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Township are as follows:

a. i. Basis of consolidation

These consolidated financial statements reflect the assets, liabilities, operating revenue and expenditures and accumulated surpluses and changes in investment in tangible capital assets of the Township.

The Township contributes 51% towards the funding of the Biddulph-Blanchard Fire Area and these financial statements includes 51% of the Area's assets, liabilities, operating revenue and expenditures and accumulated surplus and changes in investment in the Area's tangible capital assets.

These financial statements include the activities of all other committees of Council.

ii. Non-consolidated entities

There are no local boards, joint local boards, municipal enterprises and utilities which are not consolidated.

b. Accrual accounting

The accrual basis of accounting recognizes revenue as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

c. Accounting for County and School Board transactions

The Township is required to bill, collect and remit provincial education and upper tier taxation in respect of residential and other properties on behalf of the School Boards and upper tier. The Township has no jurisdiction or control over the School Board or upper tier's operations or their tax rate. The taxation, other revenue, expenditures, assets and liabilities with respect to the operations of the School Boards, and the County of Middlesex are not reflected in these consolidated financial statements.

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1. Significant Accounting Policies continued

d. Trust funds

Trust funds and their related operations administered by the Township are not consolidated, but are reported separately on the Trust Fund Statements of Operations and Financial Position.

e. Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenue over expenditures, provides the Consolidated Change in Financial Assets for the year.

The Township's non-financial assets consist of tangible capital assets. Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements	10 to 40 years
Buildings	20 to 50 years
Vehicles and machinery	3 to 30 years
Equipment and furniture	3 to 10 years
Infrastructure	50 to 100 years
Roads and bridges	15 to 100 years

Tangible capital assets received as contributions are recorded at their fair value at the date of the receipt. The fair value is also recorded as contributed revenue.

f. Revenue recognition

Government grants and transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

g. Deferred revenue

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used in the conduct of certain programs, in the completion of specific work or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenditures are incurred, services performed or the tangible capital assets are acquired.

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TOWNSHIP OF LUCAN BIDDULPH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018

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1. Significant accounting policies continued

h. Use of estimates

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

i. Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expense as incurred.

j. Financial instruments

Financial instruments of the Township consist mainly of cash, short-term investments, accounts receivable and taxes receivable. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

2. Tax revenue

Property tax billings are prepared by the Township based on an assessment roll prepared by the Ontario Property Assessment Corporation. All assessed property values in the Township were reviewed and new values established based on a common valuation date which was used by the Township in computing the 2018 property tax bills. Property tax revenue and tax receivables are subject to appeals which may not have been heard yet. Any supplementary billing adjustments made necessary by the determination of such appeals will be recognized in the fiscal year they are determined and the effect shared with the County of Middlesex and the appropriate school boards.

3. Trust funds

Trust funds administered by the Township amounting to $1,282 (2017 - $1,274) have not been included in these consolidated financial statements.

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4. Operations of School Boards and the County of Middlesex

Further to note 1.c, the taxation revenue of the School Boards and County of Middlesex are comprised of the following:

	School Boards	County
Taxation and user charges	$ 1,338,242	$ 2,377,992
Requisitions	$ 1,338,242	$ 2,377,992

5. Pension agreements

The Township makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of services and rates of pay.

The amount contributed to OMERS for 2018 was $78,815 (2017 - $81,093) for current service and is included as an expenditure on the Consolidated Statement of Operations and Accumulated Surplus. The Township has no obligation, as of December 31, 2018, under the past service provisions. The OMERS funding ratio for 2018 is 96.0% (2017 - 94.2%), with the goal of being fully funded by 2025.

6. Deferred revenue - obligatory reserve funds

A requirement of the public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds of the Township are summarized as follows:

	2018	2017
Development charges	$ 1,189,219	$ 1,049,012
Deferred revenue	110,222	1,638,793
Federal gas tax	-	-
	$ 1,299,441	$ 2,687,805

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TOWNSHIP OF LUCAN BIDDULPH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018

7. Long-term liabilities

	2018	2017
a. The balance of long-term liabilities reported on the Consolidated Statement of Financial Position is made up of the following:		
Total long-term liabilities incurred by the Township including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end the year amount to	**$ 3,469,929**	$ 3,750,656
Of the long-term liabilities shown above, irresponsibility for payment of principal and interest charges for tile drain loans has been assumed by individuals. At the end of the year, the outstanding principal amount of this liability is	**(56,074)**	(67,563)
Net long-term liabilities at the end of the year	**$ 3,413,855**	$ 3,683,093

b. Debt to be retired over the next five years

	Recovered from Ratepayers	Recovered from Taxation
2019	$ 51,299	$ 186,920
2020	$ 52,958	$ 191,880
2021	$ 54,695	$ 192,926
2022	$ 32,780	$ 110,561
2023	$ -	$ 113,787

c. Approval of the Ontario Municipal Board has been obtained for those pending issues of long term liabilities and commitments to be financed by revenue beyond the term of Council and approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The principal and interest payments required to service these pending issues and commitments are within the debt repayment limit prescribed by the Ministry of Municipal Affairs.

d. The Township is contingently liable for long term liabilities with respect to tile drainage loans, and for those for which the principal and interest had been assumed by other municipalities, school board and unconsolidated local boards, municipal enterprises, and utilities. The total amount outstanding as at December 31, 2018 is $56,074 (2017 - $67,563) is not recorded on the Consolidated Statement of Financial Position.

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7. Long-term liabilities continued

e. The Township has a borrowing agreement to provide temporary funding for construction of municipal drains and capital projects. At December 31, 2018, there is $910,000 (2017 - $50,000) outstanding on this bank loan. The bank has authorized credit up to $1,000,000 and the loan is repayable at interest of prime less 0.6%. The loan will be converted to long-term debt in 2019.

8. Accumulated surplus

The accumulated surplus on the Consolidated Statement of Financial Position at the end of the year is comprised of the following:

	2018	2017
Investment in tangible capital assets	**$ 36,582,955**	$ 34,057,444
Reserves set aside for specific purpose:		
- for working capital	**300,100**	300,100
- for water operations and capital	**511,110**	641,949
- for sewer operations and capital	**1,239,703**	985,461
- for parks needs	**49,118**	29,118
- for arena needs	**217,853**	124,440
- for public works needs	**1,132,063**	1,378,358
- for tax rate stabilization	**310,612**	196,970
- for building	**1,383,423**	1,146,657
- for administration	**87,706**	35,991
Total reserves	**5,231,688**	4,839,044
Reserve funds set aside for specific purpose:		
- for fire capital needs	**298,875**	250,338
Total reserve funds	**298,875**	250,338
ACCUMULATED SURPLUS	**$ 42,113,518**	$ 39,146,826

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9. Charges for net long-term liabilities

Interest for the year for net long-term liabilities are as follows:

	2018	2017
Interest (included in operating expenditures)	97,857	98,164
	$ 97,857	$ 98,164

10. Budget figures

The Township's Council completes separate budget reviews for its operating and capital budgets each year. The approved operating budget for 2018 is reflected on the Consolidated Statement of Operations and Accumulated Surplus.

11. Commitments

a. On July 13, 1998, The Corporation of the City of London received a Notice of Transfer for the Lake Huron Primary Water System. The transfer order was finalized in 1999. Under the transfer order, the works, properties and all assets, liabilities, rights and obligations of the system are conveyed, assigned and transferred to the City of London. The Township of Lucan Biddulph is a member of the Lake Huron Water Supply System and represents approximately 0.69% of the total System. This percentage is based on the annual flows during 2018. The Township's share of the System's accumulated surplus and tangible capital assets is $1,207,153. These balances are based on the System's financial statements and have not been reflected in these financial statements.

b. The Township contracts with the Ontario Provincial Police to provide policing services under Section 10 of the Police Services Act. The cost of this contract for 2018 was $580,140 (2017 - $571,157).

12. Public sector salary disclosure

There is one employee paid a salary, as defined in the Public Sector Disclosure Act, 1996 of $100,000 or more.

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13. Segmented information

Segmented information is presented on Schedule 2. The Township of Lucan Biddulph is a diversified municipality and provides a wide range of services to its citizens including police through contracted services, fire, protective services, transportation, environmental, including water, wastewater, waste disposal and storm management, and community services, including recreation, library and museum and planning, including development and municipal drains. The general government segment includes such functions as finance and information services, council and administrative offices.

14. Liability for contaminated sites

PSAB 3260 requires a municipality to accrue the present value of the expected remediation costs for known contaminated sites the municipality owns. This requirement is effective for years ending December 31, 2015. The Township has evaluated the properties and has determined that no accrual is required for future remediation costs.

15. Comparative balances

Certain comparative balances have been reclassified to conform with the current year's financial statement presentation.

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Schedule 1

TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2018

	Land	Land Improvements	Buildings and Fixtures	Machinery and Equipment	Automotive	Infrastructure	2018 Total	2017 Total
COST								
Balance, beginning of year	$ 753,190	$ 1,677,616	$ 17,276,190	$ 3,211,335	$ 2,185,146	$ 37,369,409	$ 62,472,886	$ 61,805,710
Add:								
Additions during the year	-	124,235	166,296	297,360	-	1,519,775	2,107,666	1,250,180
Less:								
Disposals during the year	-	-	(14,037)	(285,035)	-	(64,601)	(363,673)	(583,004)
Balance, end of year	753,190	1,801,851	17,428,449	3,223,660	2,185,146	38,824,583	64,216,879	62,472,886
ACCUMULATED AMORTIZATION								
Balance, beginning of year	-	523,164	6,388,017	1,304,749	699,907	15,816,510	24,732,347	23,594,639
Add:								
Amortization during the year	-	81,432	392,161	200,062	142,555	956,359	1,772,569	1,706,097
Less:								
Disposals during the year	-	-	(14,037)	(277,563)	-	(47,107)	(338,707)	(568,389)
Balance, end of year	-	604,596	6,766,141	1,227,248	842,462	16,725,762	26,166,209	24,732,347
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	$ 753,190	$ 1,197,255	$ 10,662,308	$ 1,996,412	$ 1,342,684	$ 22,098,821	$ 38,050,670	$ 37,740,539

This schedule is provided for information purposes only.

DRAFT

Schedule 2

TOWNSHIP OF LUCAN BIDDULPH
CONSOLIDATED SCHEDULE OF SEGMENTED INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2018

	General Government	Protective Services	Transportation	Environmental	Recreation and Culture	Planning and Agriculture	Total
REVENUE							
Taxation	$ 3,905,102	$ -	$ -	$ -	$ -	$ -	$ 3,905,102
User fees	162,508	169,155	13,629	2,035,273	984,275	16,700	3,381,540
Government grants-operating	468,562	49,474	38,160	60,798	80,063	5,765	702,822
Investment income	66,682	-	-	-	-	-	66,682
Penalty and interest on taxes	74,277	-	-	-	-	-	74,277
Other	6,325	-	-	-	93,542	-	99,867
	4,683,456	218,629	51,789	2,096,071	1,157,880	22,465	8,230,290
EXPENDITURES							
Salaries and benefits	606,317	123,554	353,916	125,434	578,671	1,667	1,789,559
Materials, goods and services	475,501	810,417	591,615	1,309,341	770,065	87,952	4,044,891
Amortization	63,498	89,757	954,841	399,170	258,924	6,379	1,772,569
	1,145,316	1,023,728	1,900,372	1,833,945	1,607,660	95,998	7,607,019
EXCESS REVENUE OVER EXPENDITURES (EXPENDITURE OVER REVENUE) BEFORE OTHER	3,538,140	(805,099)	(1,848,583)	262,126	(449,780)	(73,533)	623,271
OTHER							
Government transfers related to capital	-	-	131,213	268,891	1,516,480	-	1,916,584
Gain (loss) on disposal	-	-	(17,227)	-	-	-	(17,227)
Developer contributions related to capital	-	-	385,169	58,895	-	-	444,064
	-	-	499,155	327,786	1,516,480	-	2,343,421
EXCESS REVENUE OVER EXPENDITURES	$ 3,538,140	$ (805,099)	$ (1,349,428)	$ 589,912	$ 1,066,700	$ (73,533)	$ 2,966,692

This schedule is provided for information purposes only.

DRAFT

The Corporation of the Township of Lucan Biddulph

Budget Meeting Council Minutes

Present: Mayor C. Burghardt-Jesson, Deputy Mayor D. Manders, Councillor D. Regan, and Councillor A. Westman.

Also Present: R. Reymer- CAO/Clerk, P. Smith-Facilities Manager, K. Langendyk, Treasurer, T. Loyens-Deputy Treasurer, T. Merner–Deputy Clerk

Absent: Councillor P. Mastorakos

Call To Order

Mayor C. Burghardt-Jesson called the special meeting to order at 8:30 a.m. at the Township Office and noted that this special meeting was to undertake review of the 2019 draft municipal budget.

Declaration of Pecuniary Interest & Nature Thereof

None.

2019 Draft Budget

R. Reymer and K. Langendyk reviewed the line items of the 2019 budget and the following comments were made:

Revenue

- R. Reymer reviewed the taxation revenue and explained how we arrive at that number. R. Reymer and K. Langendyk then proceeded to go through the Revenue stream of the budget;
- Mayor C. Burghardt-Jesson asked what will be done with the revenue from the Cannabis Implementation Fund and R. Reymer advised that most will be used towards policing costs;
- K. Langendyk advised there is still money left from the Main Street revitalization grant and that L. deBoer has a list of projects for use of those funds which have to be completed by February 2020;
- R. Reymer advised the Public Works revenue line has decreased because we no longer operate our own large item clean-up day therefore revenue from scrap metal collection is no longer taking place;
- K. Langendyk explained the actual revenue for P.O.A. is from 2018 and this year's budget is based on 2018 revenue;
- K. Langendyk advised the Industrial Park revenue is located under Capital to offset expenses;

Deputy Mayor D. Manders joined the meeting at 9:15 a.m.

Expenses

- K. Langendyk advised the salaries line for 2019 budget includes the new grid calculation;
- K. Langendyk advised the Economic Development expense includes the salary for EDC position;
- K. Langendyk advised the Audit Fee is the actual expense to date so far this year and last years was higher due to extra time spent while Treasurer position was vacant;
- Mayor C. Burghardt-Jesson asked if there has been any more discussion regarding taking on payroll ourselves and R. Reymer noted the auditor advised would be best to do so at the beginning of a calendar year;
- Councillor D. Regan questioned if we should increase the Legal & Consultants budget to cover current lawsuit expenses and R. Reymer advised we would have to pull from tax stabilization account and recommended we keep budget at $50,000;
- K. Langendyk advised the donation line included a $10,000 donation made last year to Jessica's House and this year's budget will return to $2,500;
- R. Reymer advised that there is not enough money going into Lucan Biddulph fireboard reserve for purchase of next piece of equipment i.e. truck. Discussion was had regarding increasing the levy or just being prepared to assist in future. Increasing the levy would result in more funds sitting in fire board reserves, however future reduced services i.e. possible amalgamation could change things. It was decided to keep both fire board levies at 2%;
- R. Reymer advised discussion has been raised in the past regarding hiring our own building inspector and cautioned that we would be looking at more cost than what we are currently paying/budgeting for. Mayor C. Burghardt-Jesson noted we are getting the service we are paying for currently. R. Reymer noted if we did hire our own inspector we would still require a back-up services agreement. Deputy Mayor D. Manders commented he is in favour of leaving building inspector services as is;
- Councillor A. Westman cautioned that with the recent provincial cuts the Conservation Authorities are going to be looking for more money therefore we could be looking at higher fees next year.
- Mayor C. Burghardt-Jesson advised a report should come to council to explain options for vehicles in the future, i.e. purchasing, trade-in etc.;
- K. Langendyk advised new tires and fluid are needed for the grader this year, therefore an increase to budget was made;
- Mayor C. Burghardt-Jesson asked why the increase to 2017 Freightliner budget and K. Langendyk advised she would clarify with J. Riddell and reduce the 2019 budget if possible;
- R. Reymer noted there is a lot of sidewalk repair needed therefore the budget was increased to reflect. Deputy Mayor D. Manders questioned whether this is a good year to complete sidewalk repair without having a public works manager currently to tender and manage project;
- K. Langendyk advised the Misc. Expense will need to be allocated into both Public Works and Parks & Rec departments;
- R. Reymer advised Stump Removal budget was left the same although we usually are lower than budget;
- R. Reymer advised we have requested to join the Elgin Middlesex Purchasing Cooperative group for sand/salt. He further noted we have been given notice

that we can no longer use the MTO salt dome on Roman Line after the 2019/2020 season and this will be something we need to look into for future;

- R. Reymer advised the street sweeping budget was increased to cover an additional sweep of Main Street after Baconfest;
- R. Reymer advised the Street Lights budget was decreased as we are now starting to see the energy reduction with LED lights. Deputy Mayor D. Manders questioned if we could possibly reduce to $20,000;
- Mayor C. Burghardt-Jesson asked staff if a report could come to council with costs spent on large-item clean-up day and spring green waste bins;
- R. Reymer advised Christmas light order has not been placed this year until budget was confirmed;
- R. Reymer advised Planner expense is paid through the County levy therefore we can remove the Planning-Consultant line from budget;
- R. Reymer advised the BM Ross Consulting Fees will be paid from development charges;
- Mayor C. Burghardt-Jesson asked where Marianne Love's fees will be accounted for and R. Reymer advised Administration;
- R. Reymer advised Vehicle & Equipment Reserve is up 2% therefore amendment will be made to reflect same;
- K. Langendyk advised we should have the building reserves amount for next meeting once auditor has completed 2018;
- Councillor D. Regan asked if there is a timeframe on when the Efficiency Grant money has to be used and R. Reymer advised no;
- Deputy Mayor D. Manders asked where purchasing of land for parks & recreation would fall under and R. Reymer advised Parks & Rec capital expenses;
- T. Loyens explained that User Fees, Administrative is higher than budget because split between water and sewer fees has not been completed to date;
- Mayor C. Burghardt-Jesson asked why nothing was spent on Lucan Booster station when we budgeted $92,000.00 for it? T. Loyens advised she will confirm with J. Riddell and noted it is possible that amount was budgeted for Scada upgrades;
- R. Reymer gave an update on the Nagle Drive watermain project and noted that an agreement is being worked on with Lewis before we can start survey work;
- K. Langendyk advised it was just discovered that we did receive the CWWF Federal Grant funds in February this year;
- The Sanitary Sewer System expenses were reviewed and T. Loyens noted telephone expense would decrease once Scada System upgrade is completed;
- Discussion was had regarding total acreage needed for soccer fields and the importance of designating more recreational land as we grow;
- P. Smith advised staffing on weekends at the community centre is an issue and currently we only operate with one person on shift during weekends. He noted that hiring qualified part-time staff to help fill evenings and weekends would be beneficial;

- R. Reymer advised we could use Efficiency Money for fibre optic cost at Public Works building and Furnace upgrade at Scouts Hall. Mayor C. Burghardt-Jesson questioned if this is type of efficiencies government is intending money be used towards;
- Deputy Mayor D. Manders asked staff to speak with County IT Department to see if there are any other options for upgrades to internet at Public Works building, as cost seems high to complete just for Emergency Back-up requirements;
- P. Smith advised Lucan Minor Soccer was not ready to contribute towards soccer field upgrades this year. He further noted it may still be possible to do drainage repairs this year;
- K. Langendyk advised the daycare loan is in process, however no approval yet;

Councillor A. Westman left the meeting at 12:15 p.m.

- R. Reymer advised a new line item was added for upkeep to gardens and pathway in Ridge Crossing subdivision and same will need to be done for Olde Clover Village once we assume that subdivision;
- R. Reymer advised a new line item was added to re-grade the Lucan dog park. P. Smith noted he has spoke with Joe Dewan and confirmed we can do the work with our own equipment at minimal costs;
- P. Smith advised a boom truck will need to rented to finish ball park lights at Granton Ball Park;

Council was asked to direct any further questions about the draft budget to the department managers and K. Langendyk advised she would confirm the next budget meeting date in the next week.

1/ Adjournment
Moved by D. Manders
Seconded by D. Regan
Resolved that the Council meeting be adjourned at 12:33 p.m.

CARRIED

MAYOR CLERK

The Corporation of the Township of Lucan Biddulph

Budget Meeting Council Minutes

Present: Mayor C. Burghardt-Jesson, Deputy Mayor D. Manders, Councillor D. Regan, and Councillor A. Westman.

Also Present: R. Reymer- CAO/Clerk, P. Smith-Facilities Manager, K. Langendyk, Treasurer, T. Loyens-Deputy Treasurer, T. Merner–Deputy Clerk

Absent: Councillor P. Mastorakos

Call To Order

Mayor C. Burghardt-Jesson called the special meeting to order at 8:30 a.m. at the Township Office and noted that this special meeting was to undertake final review of the 2019 municipal budget.

Declaration of Pecuniary Interest & Nature Thereof

None.

2019 Draft Budget

K. Langendyk reviewed the latest draft of the 2019 budget noting the changes that were requested by Council at the previous meeting. A few of the changes were discussed in further detail including the increase in costs to parks & maintenance fees and the increase to wages for additional part-time staff at the community centre.

K. Langendyk explained that the 2019 Budget results in a surplus of $346,947.86 and that council will need to give direction regarding the reserves they prefer the balance transferred to. R. Reymer suggested that $100,000 be transferred to Building Reserve with the balance to Roads Construction Reserve.

Deputy Mayor D. Manders stated the surplus is great news however cautioned council on protecting the tax stabilization account should things like OMPF future cuts and a decrease in residential growth take place.

Mayor C. Burghardt-Jesson questioned if money should be transferred to reserves to help facilitate expansion of recreational land in our community. Council gave staff direction on involving user groups to identify the need for additional recreational land as our community is growing. R. Reymer advised it would be appropriate to transfer the $100,000 to Parks & Recreation instead of Building Reserve.

K. Langendyk confirmed that based on council's discussion $100,000 would be transferred to Parks & Recreation reserve and $246,947.86 to Roads Construction reserve.

K. Langendyk discussed the 2018 estimated surplus and advised that the auditor is still

working on finalizing 2018. Discussion took place regarding the remaining capital levy from the arena and it was decided that $30,000 would go towards the Senior Centre renovations completed earlier in 2019 and the balance of the levy would remain in the arena reserve. K. Langendyk further confirmed that any additional 2018 surplus will remain in the tax stabilization reserve.

Mayor C. Burghardt-Jesson discussed Kraft Hockeyville and noted that after expenses the net revenue was approximately $11,000.00. She requested that this money along with the approximate $9,000.00 from the Silent Auction be transferred to the building reserve for the arena, noting that weekends' events was not only a celebration but a kick start to fundraising for our community centre renovation project.

K. Langendyk asked for council's direction on having a policy to approve projects that would be funded from the one-time efficiency grant received? Council and staff discussed various efficiency projects and how each will promote administrative efficiencies within our organization. Mayor C. Burghardt-Jesson advised there should be an internal application process for projects that staff recommends be paid for by these funds.

Mayor C. Burghardt-Jesson thanked Treasurer, K. Langendyk for taking on the task of cleaning up the 2018 budget, moving forward with 2019 and completing her first municipal budget. She further thanked T. Loyens for her contributions to the Treasury department over the last year while the Treasurer role was vacant.

1/ By-Laws

Moved by A. Westman
Seconded by D. Manders
That if no one cares to speak to these By-laws on their First, Second and Third Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that they be numbered:

- *35-2019 Tax Rate Bylaw*
- *36-2019 Confirming*

CARRIED

2/ Adjournment

Moved by D. Manders
Seconded by D. Regan
Resolved that the Council meeting be adjourned at 10:09 a.m.

CARRIED

MAYOR CLERK

The Corporation of the Township of Lucan Biddulph Council Minutes

Present: Mayor C. Burghardt-Jesson, Deputy Mayor D. Manders, Councillors D. Regan, P. Mastorakos and A. Westman.

Also Present: R. Reymer-CAO/Clerk, P. Smith-Parks & Recreation Manager, T. Merner-Deputy Clerk, K. Langendyk-Treasurer,

Call To Order
Mayor C. Burghardt-Jesson called the meeting to order at 6:30 pm.

Declaration of Pecuniary Interest & Nature Thereof

a. Member — Item #
Councillor P. Mastorakos — 11

Nature of Conflict
Family member

Delegations

Feral Cat concern
Cathy Appleman, a resident who resides on Nicoline Avenue, attended to voice her concerns regarding a feral cat issue in the Town of Lucan. Mrs. Appleman advised she represents a number of residents who have the same concerns. She began by stating that there is a property on Saintsbury Line that has between 10 to 40 cats that are fed and living in a barn on the property. She further stated the cats roam freely and are multiplying and have become a problem in her neighbourhood. The cats are damaging property and there is a safety concern that they are carrying fleas and disease. Mrs. Appleman requested that council consider passing a bylaw to limit the number of animals permitted per household which would include cats. She provided examples of surrounding municipalities that have included cats in their animal control bylaws and further suggested that we approach local vetinerary clinics to see if a reduced rate could be offered to neuter cats. Council agreed that this is a problem the Township needs to address and requested that staff confer with other municipalities and bring a report back to council for consideration. Mayor C. Burghardt-Jesson thanked Mrs. Appleman for her time and presenting her concerns to council.

1/ Minutes
Moved by A. Westman
Seconded by D. Regan
That the regular Council Minutes of June 18, 2019 be approved as circulated.

CARRIED

Business Arising

Mayor C. Burghardt-Jesson noted that the future development lands have been added to the bring forwards and the procurement policy is under review and will be brought forward at the next council meeting.

Communications Reports

R. Reymer commented on the letter received from the County of Middlesex regarding the County Road and Bridge Assumption study and advised that Whalen Line from King's Highway No. 4 to King's Highway No. 23 is our most travelled road and would most likely meet the

qualifications of being assumed by the County. The other 2 sections of road suggested for assumption were Fallon Drive from King's Hwy No. 23 to County Road No. 59 and Roman Line from King's Hwy #7 to King's Hwy #4.

2/ County Road Assumption

Moved by D. Manders
Seconded by D. Regan
That the council of the Township of Lucan Biddulph directs staff to apply to the County of Middlesex for consideration of the assumption of the following roads into the County road system:

1. *Whalen Line – (King's Hwy #4 to King's Hwy #23)*
2. *Fallon Drive – (King's Hwy #23 to County Road #59)*
3. *Roman Line – (King's Hwy #7 to King's Hwy #4)*

CARRIED

Mayor C. Burghardt-Jesson commented on the letter received regarding speed limits on Saintsbury Line north of Fallon Drive. Council acknowledged that with the addition of the Ridge Crossing subdivision the speed limit is something that does need to be addressed however as the road is a County Road the County of Middlesex will need to address the concern.

3/ Speed limit on Saintsbury Line north of Gilmour Drive and Fallon Drive

Moved by D. Manders
Seconded by D. Regan
That the council of the Township of Lucan Biddulph directs staff to forward comments onto the County of Middlesex roads department with regards to speed limits on Saintsbury Line north of Gilmour Drive and Fallon Drive.

CARRIED

R. Reymer commented on the request received from Cindy Bilyea on behalf of Villages United Church wherein they are requesting free use of the kitchen at the Granton Park pavilion for the bible camp during the mornings for the week of July 15 – 19. The request was made due to the safety of the children crossing Granton Line to use the Mason Hall for crafts. Use of the Granton park kitchen and pavilion would alleviate this concern. P. Smith confirmed the kitchen rate is $80 per day and R. Reymer advised this money would come out of the donation line item of the budget. P. Smith also advised that if any other rentals were requested they should take priority.

4/ Donation of Granton Park Kitchen rental fee

Moved by A. Westman
Seconded by D. Regan
That the council of the Township of Lucan Biddulph authorizes donation of the Granton Park kitchen to the Villages United Church Bible School for the week of July 15-19th.

CARRIED

Staff Reports

CAO/Clerk
R. Reymer reviewed his report regarding the Strategic Asset Management policy noting that this is a requirement under the new Municipal Asset Management Planning Regulation. O. Reg 588/2017. He further noted we may want to amend the annual review dates to be in line with our capital budget review.

R. Reymer reviewed the report prepared by J. Overholt regarding the 2019 Spring Green waste bins and large item clean-up day. It was noted that the dates for the green waste bins were extended into June this year due to wet weather conditions in the spring.

R. Reymer gave an update of the hydro pole installation planned to facilitate the expansion of Prince George retirement facility and noted that he met with Hydro One officials and they are currently working on a workable solution and consulting with their legal department at this time.

R. Reymer advised interviews have started for the Public Works manager position and should be completed in the next week or so.

Finance
K. Langendyk advised the next 2019 budget meeting is scheduled for Thursday, July 11th at 8:30 am.

Parks & Rec
P. Smith advised the 2nd roller skating event took place and the 3rd and final date for the summer is scheduled for July 27th.

Councillor's Comments

Councillor D. Regan commented on Elm Street park, how well maintained it is and how much use it gets, adding it's great to see and thanked the parks & rec staff for their efforts in keeping it clean.

Councillor D. Regan advised speeding on Nicoline Avenue is still a concern and people are not slowing down for stop sign. Mayor C. Burghardt-Jesson asked staff to see if a larger stop sign could be ordered the Nicoline and Elm Street location and to also advise OPP of the concern in this particular area.

Mayor C. Burghardt-Jesson advised Baconfest 2019 is upcoming this weekend and we are hoping for good weather, fun and safe travels by all that will be visiting our community.

5/ In-Camera Session

Councillor P. Mastorakos declared a conflict of interest and exited the meeting.

Moved by D. Manders
Seconded by D. Regan
Resolved that Council adjourn to Committee of the Whole in camera at 7:25 pm in regards to personnel legal matter.

CARRIED

6/ Rise from In-Camera Session
Moved by A. Westman
Seconded by D. Manders
Resolved that the Committee of the Whole in camera does now rise and Council reconvene at 8:00 p.m.

CARRIED

Report from In-Camera Session
Staff was given direction regarding a personnel legal matter.

7/ Adopt Policies

Moved by D. Regan
Seconded by A. Westman
That the Council of the Township of Lucan Biddulph adopt the following policy:

- *Policy No. 100-54-2019 (Strategic Asset Management Policy)*

CARRIED

8/ By-Laws

Moved by A. Westman
Seconded by D. Manders
That if no one cares to speak to these By-laws on their First, Second and Third Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that they be numbered:

- *36-2019 Confirming Bylaw*

CARRIED

9/ Adjournment

Moved by D. Manders
Seconded A. Westman
Resolved that the Council meeting be adjourned at 8:05 p.m.

CARRIED

MAYOR CLERK

Business Arising – Minutes of July 9, 2019

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Feral Cats	Consider options for regulating cats	Staff to consult with surrounding municipalities and provide report to council with options for consideration	Fall 2019

Previous Meetings

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Future Development Lands	Proceed with comprehensive review	Staff to provide updates	ongoing
Procurement Policy	A review of the Procurement Policy/Bylaw was requested	Staff is currently reviewing/updating policies and will move this policy forward as a priority and present a draft to council	June 2019
Strategic Plan Review	Review and update Strategic Plan	Staff to arrange meeting	Fall 2019
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	Fall 2019
Legal municipal property matter	In-Camera		2019 Budget Discussion
Nagle Drive	Majority of Nagle Drive residents are in favour to proceed with the waterline extension.	Staff were given direction to keep moving forward and develop a report for Council.	Ongoing

From: "**Jeanette & Rob Elliott**" <majelliott@ezlink.ca>
Date: Wed, Jul 31, 2019 at 10:37 PM -0400
Subject: Grass Cutting in Conservation Buffer Area
To: "Cathy Burghardt-Jesson" <cbjesson@lucanbiddulph.on.ca>, "Councillor Peter Mastorakos" <pmastorakos@lucanbiddulph.on.ca>
Cc: "majelliott@ezlink.ca" <majelliott@ezlink.ca>

Good evening,

I am writing to both of you to express my concern with grass cutting being done by the Parks and Recreation department in the naturalized conservation buffer on the south side of the storm management pond in the Ridge Crossing subdivision. Cutting the grass in this area has disturbed, if not destroyed the natural habitat of number of animals, amphibians and insects, as well as cut down beneficial plants such as milkweed, which helps to feed the at risk Monarch butterflies.

I spoke with Ron Reymer this morning who confirmed that the cutting had been initiated by Paul Smith after receiving a complaint about the long grass and weeds in this area by a citizen. I said that I was under the impression that this area was required by the Ausable Bayfield Conservation Authority to be maintained as a naturalized buffer zone between the Benn Drain and the walkway around the storm management pond. Ron indicated he would contact the conservation authority and confirm this.

This afternoon I spoke with Geoff Cade, Water and Planning Manager with Ausable Bayfield who had received an email from Ron, but had not yet responded to him. He said the authority acts in an advisory capacity during the planning and approval process for developments such as the Ridge Crossing subdivision, and indicated there was a recommendation and expectation that a naturalized buffer area would be maintained between the Benn Drain and the walkway around the storm management pond (except for a regularly mowed swath directly beside the paved path). He shared my concern and thanked me for raising the issue.

In response to my Facebook message sent to the Township of Lucan Biddulph late yesterday I received the following:

"Thank you for your concern, The overgrown grass and weeds were cut back for two main reasons, the first is the growing concern of the spread of ticks and lime disease. Having a walking path next to an area with long overgrown grass and weeds could put many of our young and canine residents who frequent the area at risk of exposure to ticks and a potential for lime disease. The second reasoning is in that area there are a large number of young growing trees which were being choked out by the weeds grass and invasive underbrush, it can also encourage a hiding spot for rodents which will chew away at the bottom of the trees and kill them before they can grow to a nice healthy sized trees. Cutting back the over growth and invasive plants will help encourage the trees and other natural native species to grow quicker and stronger. The clippings were originally mulched to break down so they could return good nutrients back into the ground to help encourage new healthy grass and plant growth. It is a large project and we are currently in the process of cleaning up the rest of the grass. While it is unfortunate some milkweed was removed, it can be fairly invasive and overtake a whole area quickly choking out the other natural vegetation, the plan as we clean up the garden areas that

have been left unattended until our assumption and have become overgrown, is that we plant butterfly and pollinator friendly plants to provide a good food source for these species in return.

My response to this was:

Thank you for your response. Was this grass cutting done in consultation with the conservation authority? In looking at their Community Conservation Strategy report as well as their site map showing this area as a conservation buffer zone, their job is to "■ Ensure buffer areas are effectively maintained". So if I understand your answer correctly, this is the last of the grass cutting, and that the next step will be planting butterfly and pollinator plants, and letting the naturalized area revitalize itself? I know that ticks are becoming a problem, but this is a naturalized area and not intended to be kept mowed. It is also a home to rodents, insects, snakes, and various other creatures. This environment was all part of the appeal of building our house where we did - backing on to nature, not a golf course.

I have not yet received a response to my questions above.

Some final comments:

- residents abutting this area should have been advised of the proposed grass cutting and the reasons behind it before it was done
- to my knowledge no ticks have been reported in this area
- the area is not an off-leash dog area so pets should not be in the buffer area if they are on a leash
- the person operating the mower this morning ran over a 8 foot tall locust tree, snapping it off at the ground, and was also smoking a cigarette while mowing, dropping ashes into the cut grass
- if a plant species is deemed to be invasive the only way to remove it is to pull it out by the roots or spray it; cutting it will only encourage it to grow back stronger

I am following Ron Reymer's advice to contact you both in order to register my disapproval and request the issue be addressed.

Kind regards,
Jeanette Elliott
142 Walnut Grove Place
519-318-2960 (cell)
519-457-1296, ext 824 (work)

From: Tony Commisso [mailto:tony.commisso@frankcowan.com]
Sent: Thursday, July 18, 2019 1:39 PM
To: Ron Reymer <rreymer@lucanbiddulph.on.ca>; Jeff Coleman <Jeff.Coleman@frankcowan.com>
Subject: RE: Joint and Several Liability and Insurance Consultations

Hi Ron,

Here is our official response to the Attorney General's letter. Please feel free to contact Jeff or myself if you have any other questions or concerns.

You will have received, or been made aware of, the Ministry of the Attorney General's recent invitation to engage in consultations regarding joint and several liability and insurance costs in general.

In an attempt to keep joint & several liability in context I am sharing with you a Frank Cowan Company document drafted earlier this year. This is a paper you may have noticed on our Centre of Excellence website. It speaks to the many faces of rising insurance claims and how there are a multitude of factors that affect the cost of insurance – joint and several liability being one.

The cost of claim is the result of factors such as: apportionment of liability (or the diminishing role of the plaintiff/ the reducing level of contributory negligence), low limits on personal auto insurance, the cost of care for accident victims a.k.a. future care costs, climate change and severe weather events, increasingly litigious society, as well as joint and several. Each of these sources can be significant on their own. It would be impossible to single out any one factor and put a dollar value on its impact.

Frank Cowan Company continues to support AMO and OGRA as we have for decades. We were on their joint and several panel at their last conference and we applaud efforts for reform. We stay in close contact with both organizations to help in any way we can and believe that municipalities should fight for change by supporting AMO and OGRA in their mission.

We hope our paper on Escalating Claims Costs is helpful to understanding the current claims landscape. Definitely joint & several liability is one of the factors responsible for the rising burden on municipalities – though admittedly only one of a myriad of factors driving the cost of claim.

We are encouraging all municipalities to respond to the best of their ability, the questions posed in the Attorney-General canvas of Ontario municipalities. It is vital that your voice be heard and your concerns made clear if any measure of reform is to be entertained.

Tony Commisso, CAIB, Regional Manager
1-800-265-4000 ext. 55237
tony.commisso@frankcowan.com
frankcowan.com

FRANK COWAN COMPANY

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From: JUS-G-MAG-Webmaster [mailto:JUS.G.MAG.Webmaster@ontario.ca]
Sent: Friday, July 12, 2019 2:51 PM
To: 'clerk@addingtonhighlands.ca' <clerk@addingtonhighlands.ca>; 'kmartin@zorra.on.ca' <kmartin@zorra.on.ca>
Subject: Joint and Several Liability and Insurance Consultations

Our Reference #: M-2019-3638

Dear Head of Council,

Further to the Premier's announcement at the 2019 ROMA conference, I am writing to invite you to participate in the government's consultations regarding joint and several liability, insurance costs, and the 'liability chill' affecting the delivery of everyday public services.

In order to make this consultation process as effective as possible, the government needs to hear directly from you about your municipality's experiences. It is impossible to canvass possible solutions without understanding the actual problems faced by municipalities.

This will be an evidence-led consultation and policy development process. The first phase of the process will involve collecting background technical information. I therefore ask that you have your municipal officials respond in writing to the general questions noted below. We will also be establishing a Technical Table of provincial and municipal elected officials, building on AMO's existing Working Group, to make sure that we are all on the same page around the issues and evidence that need to be addressed.

Given the importance of hearing your experiences, there is no predetermined format or questionnaire for this consultation. We don't want to inadvertently limit you. We would ask, though, that your officials consider and address three broad questions so that there is some comparability among the responses.

First, please describe the nature of the problem as you see it. What are the problems that you need addressed to benefit your municipality. Is it increasing premiums? Rising deductibles? Being unfairly named in lawsuits? Being held to unreasonably strict standards (e.g., regarding road design or maintenance)? Feeling that you cannot offer certain services because of the liability risk? A general sense of unfairness that municipal taxpayers pay more than their fair share (e.g., because individuals are under-insured or were behaving irresponsibly)? Please have your officials describe all the specific problems that are directly affecting your municipality.

Second, please indicate what evidence leads you to your view of the problem. Without limiting the types of evidence you may wish to discuss, I have attached to this letter a list of potentially relevant facts and evidence that your officials may wish to address.

Finally, given your view of the problem and the supporting evidence, what solutions do you propose? In formulating your proposals, please keep in mind the need to ensure that catastrophically injured persons are fairly compensated and that costs are not simply transferred to the publicly funded health care system.

I will provide an update on the consultation process at AMO in August. I will also meet with interested delegations.

The second phase of the municipal consultation process will involve formal discussions in early Fall among elected officials about the evidence and the potential policy solutions. Once there is a provincial and municipal understanding on the key issues, the government will engage with other interested stakeholders.

The Ministry of the Attorney General has established a dedicated email address to receive the background technical information from your officials. Please have your officials respond by Friday, September 27, 2019 to magpolicy@ontario.ca. For further information, please have your officials reach out to MAG at the email address noted above.

Our goal must be meaningful and lasting reform. I encourage you to share your experiences on this important subject.

Sincerely,

Doug Downey
Attorney General

Attachment

Potentially Relevant Facts and Evidence

Nature of Insurance Coverage

- Does your municipality purchase liability insurance? If so, from what company?
- Do you use an insurance broker? If so, which company?
- Does your municipality self-insure against some or all liability risks? If so, please describe the program.

Premiums

- Municipal insurance premiums over time (both absolute dollars and percentage increases)
- Insurance premiums in other business lines over the same time period
- Typical ratio of premiums to claims payouts
- What triggers premium increases? Being named in a claim? Incurring defence costs? Paying on the claim?
- The secondary literature speaks of ‘insurance cycles’ or the market ‘tightening’ periodically such that premiums increase markedly in a relatively short period of time. Do you have any views on this topic?

Deductibles

- Amount
- Trigger for payment by municipality (being named, filing a defence?)
- Changes over time

- Comparison to changes in other business lines over time

Litigation Costs
- Amount
- Does joint and several liability ("JSL") impact costs?
- Changes over time
- Are municipal liability cases any more expensive to defend than other types of claims?
- Have any steps been taken, or are planned, to reduce defence costs?

Types of Claims
- Data regarding types of claims including road/auto, building inspections, other personal injury (e.g., tobogganing) – both volume and cost
- Number/ portion of cases that involve two or more defendants and thus raise JSL issues
- Changes over time

Settlement of Claims
- Data regarding JSL cases – and ideally the specific cases – where municipalities have settled for amounts disproportionate to their fault.
- Non-JSL cases where the municipality has paid amounts viewed as disproportionate to their level of fault (e.g., in the past some stakeholders have identified single vehicle collisions involving impaired drivers).

Adjudication of Claims
- Data regarding JSL cases – and ideally the specific cases – where municipalities have been required to pay amounts disproportionate to their degree of fault as determined by the court.
- Non-JSL cases where the municipality has been found liable and required to pay amounts viewed as disproportionate to their level of fault (e.g., in the past some stakeholders have identified single vehicle collisions involving impaired drivers).

Claim Costs
- Is the cost of individual claims raising, e.g. claims related to injuries in automobile accidents? If so, why?
- In 2016, the previous government reduced the cap for no fault catastrophic injury payments in automobile cases from $2M to $1M. Did that have any impact on municipal costs? If so, what savings are expected from the government's plan to increase the cap back to $2M? Would a further increase to no fault benefits result in savings to municipalities?
- Are settlements ever for a sum less than or equal to the deductible?

Other

- How does JSL positively impact catastrophically injured plaintiffs? How would associated costs be distributed if JSL is abolished?
- What if any impact have road maintenance standards had on claims against municipalities?
- What types of everyday activities have been impacted by insurance costs and other liability risks? To what extent is JSL a factor in these situations? What steps have municipalities taken to mitigate these costs and risks?

Escalating Cost of Municipal Claims

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Introduction

At Frank Cowan Company, we are concerned about recent and historical trends affecting the cost of municipal insurance. Municipal claims costs continue to escalate. At a time when municipalities are facing considerable pressure managing their budgets due to increasing economic challenges, increasing claims costs creates additional financial pressure since it affects all municipalities and their insurance providers. We believe it is important you understand why.

This report was created to help municipal clients understand the changing landscape. The information was compiled based on analysis conducted by Frank Cowan Company using industry data, as well as real claims from our own database that contains years of information collected over our long history in the municipal insurance business. This report provides an overview of the major trends influencing claims costs, and then looks closer at some of the primary drivers, including:

- Climate Change
- Joint and Several Liability (The 1% Rule)
- Class Actions
- Changing Legal Landscape
- Future Care Costs
- Cyber Liability

There is clearly a shift in a number of areas that impact the cost of municipal claims. All of the insurers of municipal governments are being impacted by this increasing cost of claims, and will need to respond in order to ensure that premiums are adequate to pay for these claims.

Overview - Claims are driving premiums

One of the most significant factors in the pricing of insurance is the “long tail” nature of municipal liability claims. An incident may occur in a given policy year, but the claim may not be presented until many years later. Then the claim may take several years to settle. Forecasting what the courts may award a plaintiff several years, if not decades, in the future is very challenging.

Over the past few years, there has been a shift in a number of factors impacting municipal claims – factors that are driving up claims, which, in turn, are driving up the cost of insurance. These trends will likely never reverse.

What has changed?

Property losses are more frequent and severe. Climate change has resulted in a substantial increase in property losses and catastrophic losses. Regardless of whether this has impacted a municipality directly, the substantial escalation in the cost of claims has increased both property insurance and reinsurance rates worldwide.

Joint and several liability (the 1% rule) is a significant concern for municipalities in Ontario. The Association of Municipalities of Ontario (AMO) has created a number of working groups over the years with the goal of reforming this law. As the severity of awards increases, so too does the exposure to those who have deep pockets. Although AMO initiatives have not generated change, they have increased awareness and Frank Cowan Company will continue to assist the municipal sector in lobbying for relief.

Class action lawsuits are increasing in frequency because the certification process is now much easier and there are more plaintiff lawyers who pursue this type of claim. Municipalities have a growing exposure here. Even though a municipality may be innocent of the allegations, class actions are much more difficult and costly to defend.

The changing legal landscape. There is a continuing trend that shows we, as a society, have become more litigious and demonstrate less personal accountability resulting in a higher frequency and severity of claims. In response, judges have awarded more contributory negligence to municipalities versus plaintiffs.

Damage awards are substantial. A number of years ago it was alarming to hear about a $5M liability award. Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. Claims that may have settled for $5M ten years ago are now settling for $12M - $18M. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance.

The cost of defending a claim is going up. Individual claims are more complex to defend resulting in more time to manage the claim with more detailed investigation, more experts and more legal time involved in the process – at ever-increasing rates.

Cyber liability claims have risen dramatically in the last three years. More important, it is anticipated that these claims will continue to grow at an exponential rate. In 2017, alone, there were multiple billion-dollar cyber-attacks: the NotPetya ransomware attack in June, Wannacry in May and Equifax in July. More is expected with the growth of the internet of things and the increased sophistication of hackers.

The big picture

Over the course of our nine decades of successful and continuous business in Canada, Frank Cowan Company has watched as new insurers have entered and exited the municipal insurance sector. Many have underestimated the long tail nature of municipal liability claims. They thought they could deliver coverage to the marketplace at a discount, only to find out within a few years that they lacked sufficient premium to pay the cost of claims. The only solutions available at that point was to either raise their clients' premiums to the appropriate level or exit the business, sometimes leaving municipalities without insurance coverage.

In 2016, OMEX discontinued underwriting operations. As reported in Canadian Underwriter in 2016, OMEX "has struggled in recent years to grow in an extremely soft insurance market and a highly competitive business environment. This low pricing environment, combined with the impact of joint and several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments." **Insurance providers that do not have a long term perspective will not survive.**

Frank Cowan Company's long term, sustainable model has stood the test of time. Some brokers in the municipal insurance space frequently change insurers so that they can continue to offer deeply discounted premiums at the expenses of other critical elements of a value proposition. When the insurance market hardens, some brokers may not be able to find a market that will offer insurance to municipalities.

Frank Cowan Company partners with insurance companies that understand the high risk and the long tail nature of municipal liability claims. Together, we recognize that as the cost of claims continues to rise, premiums must adjust accordingly. We validate pricing decisions with actuarial reviews that ensure the long term sustainability of our product and the continued ability to provide broad insurance coverage and our top quality, local risk management and claims services. Our actuarial studies are based on decades of data from the experience of hundreds of Canadian municipalities.

The rising cost of claims and the impact on insurance premiums is a critical issue to manage as part of an organization's overall risk management plan. We believe it is very important for all clients to understand the factors that are driving up the cost of claims and the long term dangers if municipalities and insurers are not managing this risk proactively. While there may be opportunities in the marketplace where some insurers are prepared to underprice

their product, it must be understood that this will invariably lead to a return to realistic premium levels as the impact of claims is realized.

Municipalities need to be certain they have the appropriate insurance protection for their assets and liabilities on an ongoing basis. The purchase of sustainable and appropriately priced insurance and a robust risk management program must remain at the core of their insurance program.

Drivers of Escalating Claims Costs

Climate change

Globally, the frequency and severity of catastrophic property losses is on the rise. No one can argue that our weather patterns have not changed. What was deemed to be a "100-year storm" years ago now occurs with increasing frequency.

The actuarial societies of US and Canada jointly publish a quarterly index, The Actuaries Climate Index (ACI) that measures the climate extremes across the two countries. The index is designed to provide actuaries, public policy makers and the general public with objective data about changes in the frequency of extreme weather events over recent decades. The ACI reveals that the five-year moving average of climate extremes remains at record levels for both the US and Canada.

According to Munich Re, overall losses from worldwide natural catastrophes (cat losses) in 2016 totaled $175 billion dollars, up from $103 billion in 2015. Insured losses from these events rose to $50 billion in 2016, up from $32 billion in 2015. Insured losses in 2016 were higher than the average of the past 10 years and the past 30 years.

There were 750 cat loss events worldwide in 2016, compared with 730 events in 2015. The ten-year average is 590 annually while the 30-year average equates to 470. Clearly, both severity and frequency are on the rise.

2017 has become the second worst year on record for cat losses. Some significant property catastrophic losses included: Hurricanes Harvey, Irma and Maria, Mexico earthquakes and California wildfires. Total losses for 2017 approximated $330 billion, while insured losses amounted to an estimated $135 billion which are well above the historic averages.

Canada is not immune to catastrophic property losses. The 2016 Fort McMurray wildfire event was the single largest cat loss in Canadian history. Prior to Fort McMurray, the largest single cat loss event was the Alberta floods of 2013. Severity is on the rise in Canada as well. In the first half of 2017, Canada experienced five cat loss events, which is what we would usually see in a full year. BC fires raged during the summer of 2017 causing even more damage. Canada is experiencing the same global trends – an increase in frequency and severity of property cat loss claims.

Worldwide events, Canadian events and insurance trends directly impact Canadian Insurance capacity. Simply put, property and reinsurance rates are on the rise. Often when rate targets cannot be solely achieved with increases on one line, rates increases will spill over to other lines as well (primarily auto and liability).

Joint & Several Liability (The 1% Rule)

Joint and several liability is legislated in many Canadian provinces. In Ontario, the governing statute is The Negligence Act. This legislation directs that a person injured by two or more wrongdoers may collect his/her full damages from one of the wrongdoers regardless of the proportion of their liability. In our opinion, the legislation has a very negative impact on municipalities.

Severe injuries are most common in road maintenance cases. People that become injured in road accidents, bring actions against the at fault driver of the vehicle as well as the municipality, alleging poor road maintenance or design.

Due to the high value of severe injuries, the limits of insurance on the vehicle are generally not enough to satisfy the judgment. Therefore, due to joint and several liability, the municipality's insurer must pay the balance, even if it is only 1% liable.

For over a decade Frank Cowan Company has participated in a number of initiatives with AMO and the Provincial government to solicit change to the 1% rule for municipalities and relieve them of this unfair burden. The latest initiative occurred in 2014 when the Ontario government (Attorney General's Office) was considering the Saskatchewan model of proportionate joint and several liability. Unfortunately, the Ontario Provincial election resulted in a newly appointed Attorney General and the proposal was abandoned.

Recent regulatory changes to the Statutory Accident Benefit Schedule could expose municipalities to a higher frequency of joint and several claims allegedly arising due to poor road conditions. For claims arising out of accidents that occurred on or after June 1, 2016, the maximum benefits available under the Statutory Accident Benefit Schedule to 'catastrophically impaired' persons have been reduced from $2 million ($1 million in medical and rehabilitation plus $1 million in attendant care benefits) to a total of $1 million (i.e. a 50% reduction). This benefit reduction only impacts new claims for accidents occurring on or after June 1, 2016. This represents a significant change and that shortfall in available coverage under the Statutory Accident Benefits Schedule for claimants, whom did not purchase optional benefits, must be addressed by the at-fault auto defendant thereby eroding the auto defendant's liability limits quicker. Given that the majority of auto liability policy limits are $1 million; municipalities will likely see an increase in the frequency of joint and several claims from injured claimants.

Frank Cowan Company handles numerous joint and several exposure claims. Here are two examples:

A young recently-licensed driver lost control of a vehicle on a gravel road. A passenger sustained a severe brain injury. The liability limits on the vehicle were $1,000,000. The allegation against the municipality is a failure to grade the road. The damages claimed for the passenger are $15,000,000. If liability is found on the municipality, any damages awarded in excess of $1,000,000 will be payable by the municipal insurer.

In another case the plaintiff and two minor grandchildren were passengers in a vehicle. The driver came to a stop at a stop sign. The driver proceeded to make a left hand turn into the path of an oncoming vehicle. The sightlines and signage at the stop sign were within standards. The plaintiff placed the municipality on notice because they claimed snow piles at the edge of the road were too high, therefore obstructing visibility. The claim for the plaintiff(s) will greatly exceed the limits of $1,000,000 on the automobile. The claim has a total value of approximately $6,000,000. The exposure to the municipality based upon an estimated 25% liability would be $1,500,000. Because of the 1% rule, the exposure to the municipality will increase to $5,000,000 if the plaintiff(s) are successful with their case.

Class Actions

The Class Proceedings Act of 1992 allows for class actions in Ontario. A class action may be commenced in any common law province (except for Prince Edward Island which does not have class proceedings legislation), as well as Quebec.

When a large group of people are collectively harmed they can collectively bring an action before the Court. Class actions are an economical way of bringing suit because the expenses are shared among many parties. In addition, where the group can't afford the expenses to bring a class action forward, a government fund has been created to assist them. It has become increasingly difficult to successfully oppose class certification in all jurisdictions. Our Courts are more readily willing than before to certify class actions. Recent examples of class actions include: 1) Claims against a Health Department for negligent inspection of a public swimming pool which lead to infectious disease of claimants. 2) Claims against a municipality by charitable organizations for the collection of fees (taxes) for which the municipality did not have the authority to impose. 3) Claims against municipalities related to property damage arising from flooding following a rain event and the legal risk associated with storm-water management.

At Frank Cowan Company, we have seen the increases in the number of class actions over the past few years. If liability is found against the municipality, the damage award can be significant depending upon the number of people in the group. However, more importantly, the cost of defending class actions is very high. For example, a recent class action claim commenced against a municipality for breach of privacy had a potential of 85,000 claimants as per the pleadings. Through the legal process it was finally determined that there were only 40 claimants. After careful review of all the submissions by claimants the claim was settled. All but one of the claims were rejected for a total damage payout of $113.04. The big costs were in the form of third party legal costs, defence costs and expenses which totalled approximately $1,335,000.

Changing Legal Landscape

Recent court decisions have shown a reluctance to assign contributory negligence to claimants whom have been catastrophically injured. For example, consider Stephen Campbell et al. vs. the Municipal Corporation of the County of Bruce.

This was an occupier's liability claim in which the claimant cyclist was advancing over a "Free Fall" apparatus at the municipality's adventure park, when he fell off the obstacle, rendering him a quadriplegic. "Free Fall" is a variant of a Teeter-Totter that was fixed to the ground with concrete and piping to swivel the teeter-totter up and down. It is marked as having a high difficulty rating.

The trial judge noted that the plaintiff, testified that he was a relatively active middle-aged man who had extensive experience with road and mountain biking. He further noted that when he attended at the bike park he knew that there were risks of injury associated with mountain bike riding, that he understood the rating system employed at the mountain bike park and that the mountain bike park was an unsupervised, non-fee-paying facility. The plaintiff further observed the signs requiring him to ride within his own abilities and his own risk and to wear a helmet, although he did not do so on the first day. With respect to the incident itself, the trial judge noted that the plaintiff "overestimated his abilities and underestimated his skill required to successfully ride this teeter-totter". The trial judge further noticed that Campbell "acknowledged that his exit strategy off of Free Fall was incorrect". Despite all this, the trial judge concluded that the plaintiff bore no contributory negligence in this case.

Recently, the Financial Services Commission of Ontario contracted an independent research company to collect statistics on motor vehicle accident claims. Here is a highlight of some of the findings and comparisons to their last study:

- 91% of the claimants had some type of legal representation (a 37% increase since last reported).
- 83% of claimants ultimately commenced legal action (an increase of 60% since the last report)

Future Care Costs

Future care costs address the medical and non-medical needs of a person who has suffered a catastrophic injury. Future care takes into account the person's future needs that will enhance the person's life. Consideration is given to medications, rehabilitative needs, nursing, home renovations, orthotics, assistive devices, transportation, social outings, educational or vocational needs, housekeeping and personal care services, recreational activities and future medical complications.

Future care costs are by far the largest component of a serious bodily injury claim. Providing future care is extremely expensive. People with severe brain injuries, spinal cord injuries and multiple orthopedic injuries are living longer. Coupled with rising healthcare costs, the cost of future care has ballooned over the past five years.

Brain injury cases are the types of cases where future care awards are the most significant. In the past 10 years, Frank Cowan Company has seen a dramatic increase in the number of brain injury cases reported.

Examples of Future Care Awards

Frank Cowan Company handled a claim in which a teenager was catastrophically injured when hit by a car in an intersection. The case was settled mid-way through trial for $8,300,000. Future care accounted for $5,000,000 of the settlement.

In MacNeil vs. Bryant, the Court awarded an $18,427,207 judgement to a 15-year-old female who received a severe head injury as a result of a motor vehicle accident. Over $15,000,000 of the award was for future care.

In Sandhu vs. Wellington Place Apartments, a severe head injury was sustained by a child who fell from an apartment window. The Court awarded a $17,000,000 settlement which included $11,000,000 for future care.

In Marcoccia vs. Gill, a 20-year-old male received catastrophic injuries as a result of an automobile accident. The Court award was in the range of $15,500,000 as plaintiff counsel argued he would need 24/7 attendant care for the rest of his life.

In Morrison and Gordon vs. Greig, Gordon was rendered a paraplegic and Morrison sustained a catastrophic brain injury. Morrison was awarded $11,500,000 and Gordon $12,600,000.

As outlined in the cases above, future care costs ranged from $5,000,000 to $15,000,000 which had an immense impact on the total cost of these claims.

What Factors are Impacting Future Care Assessments?

Attendant Care

Attendant care, private duty nursing or a personal support worker is often required/demanded in the most serious cases. Depending upon the level of care provided, the hourly rates can be very costly. To help illustrate how these costs can escalate quickly; imagine a young person with a brain injury who has a 50-year life expectancy requiring 24/7 care. Attendant care for that person could easily cost in the millions. There are other providers of future care services including services such as: housekeeping, nanny services, lawn and home maintenance, speech therapists, psychological counseling, occupational therapy, personal support worker and employment counseling.

Inflation on Medical Expenses

Statistics have shown that the medical expenses inflate at a higher rate than average. Statistics Canada published inflation rates demonstrate that Health Care Services inflation exceeds CPI by 23.3% over the last 15 years. In the case of MacNeil vs. Bryant, the Court accepted the expert evidence that medical costs will inflate at a higher rate than average. Our medical system is currently strained and with no future relief in sight, medical services will increase in cost as demand exceeds supply. This alone can increase future care costs significantly.

Management Fees

Awards for future care must be managed to ensure the capital provided lasts a lifetime. In many cases neither the plaintiff nor the plaintiff's family is capable or experienced in managing a large sum of money. The Courts realize that a professional guardian needs to be hired to ensure the funds are properly invested and managed. Today, these management fees are approximately 5% (or more) of the futures award.

In Sandhu vs. Wellington Place Apartments, the future care cost awarded was $11,000,000. In addition, management fees of $1,795,000 were awarded. This fee is well above 15%.

Interest Rate and Discount Rate Impact

Current interest rates are low. When a claim for future care is settled an insurer is paying a large sum of money today for an expense into the future. A discount rate, which is tied to interest rates, is used by our Courts to assess the current value of this future expense. Until 2003, the rate was 2.5% on all damage awards for future losses. Since then, the rate was lowered to 0.1% for the first fifteen (15) years of the future award and 2.5% thereafter. This change has resulted in a minimum increase of 18% on these awards.

Additional Heads of Damage

A head (or type) of damage for loss of competitive advantage was the first "new head" argued in the early 1980's. It was argued that a person, with even the most minor injury, was entitled to damages in the case of a job loss and/or the fact that a prospective employer may not hire a "damaged person". In 1980, this head started at a $5,000 award. Today, it is typically valued at $100,000 or more.

Loss of Interdependent Relationship (LOIR) was first pleaded in the early 2000's. The damages are based on the fact a severely injured person may never have a spousal relationship, and benefit from the ability of two people living cheaper than one. When first pleaded, this award was less than $100,000 and has subsequently doubled.

Municipal Claims Inflation

Claims inflation should not be confused with the Consumer Price Index (CPI).

CPI is an indicator of the changes in consumer prices experienced by Canadians. These items include food, shelter, transportation and clothing. The CPI is frequently used to estimate the extent to which purchasing power of money changes, so it is widely used as a measure of inflation.

Inflation on municipal claims is a very different concept. Actuaries refer to this concept as trending. Actuaries will take a measurement of claims trending on a large book of business, such as Ontario municipal liability, and will use this information to determine appropriate rate adjustments. To determine the level of trending in the municipal portfolio the actuary considers trends related to both claims severity and claims frequency. This is a predictive measure used to estimate future expected values by analyzing historical data and other relevant information. They also take into consideration jury awards, court decisions, changes to legislation, emerging trends that may impact the claims as well as any professional fees for lawyers, adjusters, and experts.

Frank Cowan Company has a large statistically relevant municipal database established over 90 years of working with our clients. Taking all factors into account, our actuaries estimate that municipalities have a claims cost trend that is well above CPI.

Conclusion – What can we do?

Insurance is complicated and the landscape continues to become even more complex when considering other exposures such terrorism, cyber and climate change. Municipalities must increasingly rely on an insurance provider that keeps abreast of emerging issues and provides best in class risk management and claims services.

What can we do? When selecting your insurance carrier through an RFP process, think of insurance as a product, not a commodity. Make sure your provider has superior tailored risk management and claims services. Municipalities can't rely on the Province to provide relief - they must take matters into their own hands. A Total Cost of Risk (TCoR) approach must be deployed to ensure your insurance program is cost effective and efficient. A TCoR methodology is a tailored approach that mitigates local exposures (risk management) and implements best practices in claims management.

Each municipality must be informed of how their insurer provides risk management and claims services.

You need to ask questions about claims management:

- How does your insurer manage claims?
- Are all lines serviced by one Canadian provider under “one roof” or by multiple insurers in various countries?
- Does your insurance provider utilize best practices to manage their claims volume?
- What is the cycle time of claims?
- Are older claims increasing in proportion?
- Is the legal spend being managed appropriately?
- Some municipalities have large deductibles – can your insurance provider assist with implementing a best practices environment in your municipality?
- In some municipalities the cost of claims below the deductible is the largest expenditure of the insurance program. Is the cost of consulting services covered by the premium or does your insurance provider charge additional fees?

Municipalities have long tail claims; managing claims properly will reduce municipal expenses.

You need to ask questions about risk management:

- What risk management services does your insurer provide?
- Do they utilize a tailored approach or are the risk management services generic and not industry/geographically specific?
- Can their staff perform a road review, MMS review, inspect a toboggan hill or trail?
- Does your insurance company provide you with the tools to mitigate risks (GPS systems monitoring compliance with MMS)?
- Is the cost of the risk management services covered by the premium or does your insurance provider charge additional fees?

You need to ask how long your service provider has been part of their insurance program?

Municipal insurance operates in a long tail claims environment. Some programs compete on price and shed their municipal insurance providers regularly to ensure they can continue to offer low premiums. This approach is not sustainable. Constantly changing markets results in poor claims service with multiple insurers providing claims services from different countries and lines. Your partners need to be committed to the municipal insurance space. It is important to ask how long your service provider has had their markets, specifically liability?

With the described escalation in the cost of claims, it is necessary to ensure that premiums are adequate to recover the cost of claims. What is viewed as a problem today may become a full-blown crisis tomorrow, especially in a highly specialized area such as municipal liability.

Based upon the descriptions of what are driving claims costs, there is strong justification for an increase in the cost of insurance. It is recognized that this may cause increased pressure on the finances of the municipal client base in the short run. It is also recognized that some insurers may be prepared to ignore these trends, and offer lower premium levels. We believe, however, that the need to offset the ever-increasing cost of claims with premium adjustments cannot be ignored. We trust that our clients will continue to value our expertise based on our past experience and insight in order to be assured of long term sustainability in their insurance program.

In the interim, our municipal clients must continue their efforts to attack the root causes of this problem by working to reduce both the frequency and severity of claims.

Frank Cowan Company has been working with municipalities for over 90 years. We understand municipal liability and we are here to assist you in addressing your various risks. We believe the best way to keep your total insurance costs low is by preventing claims before they happen. As a Frank Cowan Company client, you have unrestricted access to our risk management services – at no extra charge. These include educational sessions, consultation services and on-site inspections. Our experts can analyze your operational policies and procedures, identify exposures and risks in your facilities, and consult with municipal workers on risk management topics.

Let us help you!

Ministry of Agriculture, Food and Rural Affairs

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales

Bureau du ministre

77, rue Grenville, 11e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO

Ontario

July 29, 2019

Her Worship Cathy Burghardt-Jesson
Mayor
Township of Lucan Biddulph
cbjesson@lucanbiddulph.on.ca

Dear Mayor Burghardt-Jesson:

On behalf of the Ontario Government, I am pleased to announce the launch of the revitalized Rural Economic Development (RED) program.

Our government is committed to supporting economic growth in rural communities and ensuring that Ontario is open for business. That's why we've updated the RED program – to focus on projects that will bring real benefits to communities and help attract investment and create jobs, while also providing greater value for taxpayer dollars.

The updated program will continue to support projects that diversify and grow local economies and will now target more impactful projects with tangible community benefits. It will also reduce the burden for applicants, create efficiencies in program delivery, and better align with the government's priorities of creating jobs and removing barriers to investment and growth in Ontario's rural communities.

The program will offer two new project categories:

- Economic Diversification and Competitiveness Stream: will support projects that remove barriers to business and job growth, attract investment, attract or retain a skilled workforce or strengthen sector and regional partnerships and diversify regional economies.
- Strategic Economic Infrastructure Stream: will support minor capital projects that advance economic development and investment opportunities.

…/2

The first application intake for eligible applicants will take place from July 29 to September 9, 2019. All program details including the program guide and application form will be available online on July 29, 2019, on the ministry website.

Sincerely,



Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
322 Main Street South P.O. Box 759
Exeter Ontario
N0M 1S6
Phone: 519-235-0310 Fax: 519-235-3304
Toll Free: 1-877-204-0747

July 22, 2019

Ron Reymer, CAO/Clerk
Township of Lucan Biddulph
Via Email: rreymer@lucanbiddulph.on.ca

Re: South Huron's Climate Change Adaptation Strategy

In December 2018, the Municipality of South Huron received a two-year staff grant to obtain a new or existing employee to implement specific municipal initiatives for the creation of a municipal climate change adaptation strategy. The grant received is administered through the Municipalities for Climate Innovation Program (MCIP) delivered by the Federation of Canadian Municipalities (FCM).

The goal of the project is to create a climate change adaptation strategy to increase the Municipality's resilience capacity to respond to unavoidable impacts from climate change.

Impacts from climate change does not halt at the South Huron boundary. Regional collaboration and input plays an important role in the success of the project. Once the process is completed, South Huron looks forward to sharing the knowledge and experiences learned with neighbouring municipalities.

The purpose of this letter is to provide your municipality the opportunity to participate in the planning and implementation phases of the project. To express the interest of your municipality or for more information about the project, please contact Stacey Jeffery, Climate Change Officer at sjeffery@southhuron.ca or 519-235-0310.

We look forward to hearing from you.

Regards,

Dan Best MPA, BA
Chief Administrative Officer

BMROSS
engineering better communities

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
2695 Hamilton Road, PO Box 400
Brights Grove, ON N0N 1C0
p. (519) 908-9564 • f. (519) 524-4403
www.bmross.net

Memo

From: Matt Pearson
mpearson@bmross.net

To:	Ron Reymer, CAO, Township of Lucan Biddulph
Re:	Moving Forward – Accommodating Lucan Growth
File #:	18232
Date:	August 08, 2019

Following the presentations to Council on June 4th, 2019, you and Marc Bancroft, County Planner and myself met to discuss how to move forward from the Land Assessment Study and the preliminary sewage capacity reviews. While there is sewage capacity for 7-8 years based on current growth rates, the municipality needs to define a strategy to provide additional capacity and lands to develop before this occurs. It is important that the development industry has confidence in this so that they continue to plan for future builds.

We have prepared a timeline for expansion of the sewage plant based on the various studies that are needed. It is attached to this memo. As we discussed, some work cannot precede until other studies are done. This particularly affects the Schedule C Class Environmental Assessment. Information from the Comprehensive Growth Study and the Assimilative Study need to be incorporated into the Class EA study, which will define the technology and facilities needed for the expansion. Some work can be undertaken concurrently.

We discussed how to get the required work started and how to keep the ball rolling to achieve the end goal. This is a complicated process with many parts. The work will be done by various bodies including the County Planning Department, the Township, BMROSS, OCWA, and other specialized subconsultants. Given the complexity of the work and the limited availability of municipal staff it would be beneficial to have an experienced body overseeing the work. We suggest that BMROSS provide project management services to this project in order to provide that over-arching view and to keep everything on track. This is something that we have done on many previous large scale projects to assist our municipal clients.

At this time there is no way to define an exact cost for the work, as the need and time commitment is not defined and will vary throughout the life of the project. Some of the work will be engineering, some will be planning, and some will be management of subconsultants. We would propose to work on a time basis, with budgets provided in instances where a defined workplan can be established.

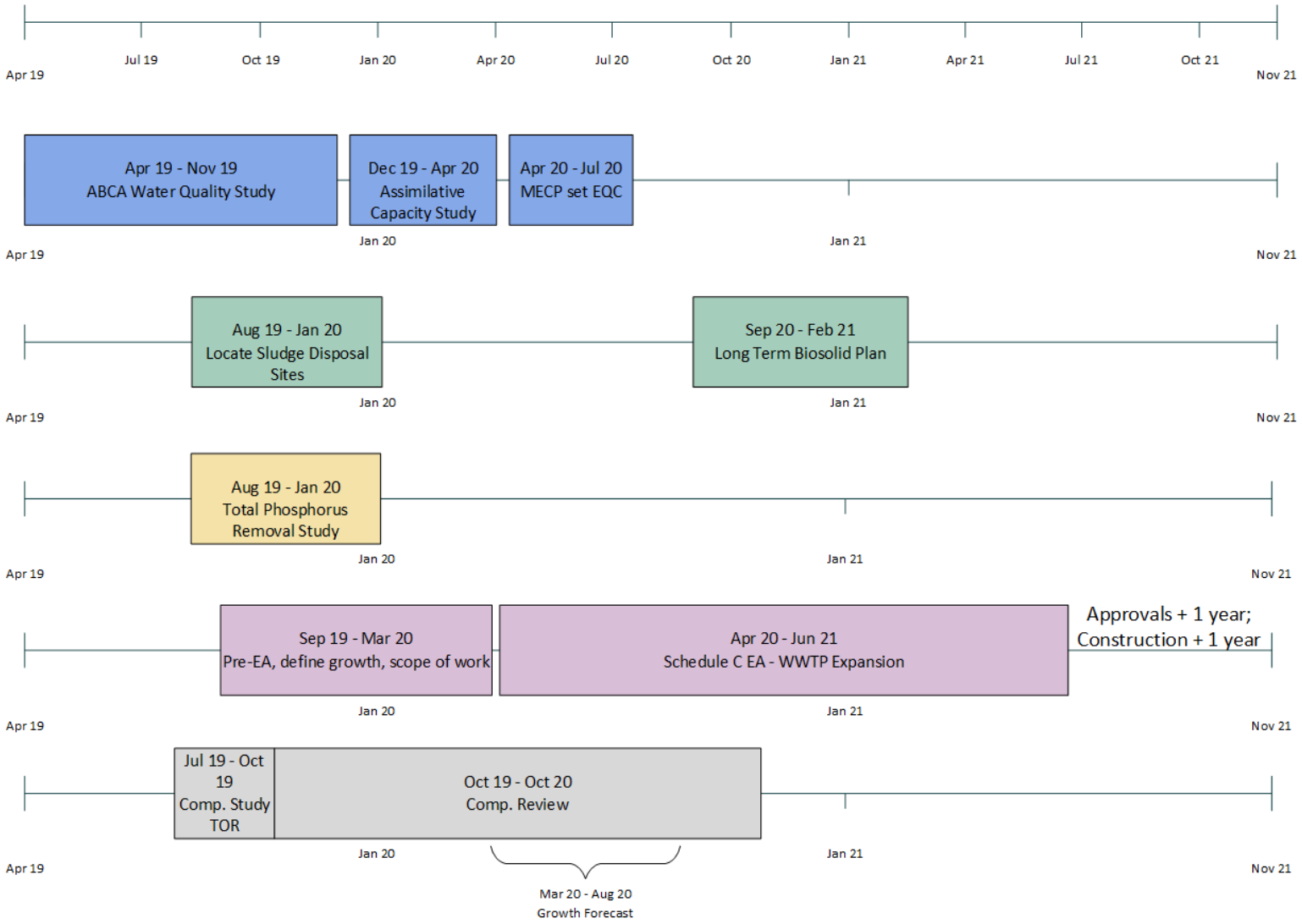
At this time, I would expect the following components would be part of the project management and engineering work:

- Assist the County Planning Department as required in the Comprehensive Study (MCS) process as needed;
- Conduct the Servicing Analysis in support of the MCS as described in the County project workplan;
- Continue to work on the Assimilative Capacity Study, for which water quality data is currently being collected, and negotiate with the MECP for Effluent Quality Criteria;
- Work with the municipality and OCWA to locate sludge disposal sites and arrange for a Total Phosphorus Removal Study;
- Define the terms of Reference for the Schedule C Class EA process; and
- Liaise with municipal staff on the overall process, provide updates for staff and Council on progress, cost estimates and timelines;

The project management costs and the costs for certain study works are part of the capital cost of the next expansion for the sewage works and will be eligible for inclusion as development charges. Other costs for immediate work at the sewage plant are operational. We will assist the Township in cost allocation and recovery as the project proceeds.

The future growth of Lucan-Biddulph is an exciting opportunity for the Township. To achieve this is a complex and regulatory series of processes that must to undertaken. This will probably be the most expensive infrastructure project undertaken by the municipality and will shape the municipality for a long time. We would be pleased to assist you in undertaking this endeavor.

Lucan Expansion Timeline



B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
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Brights Grove, ON N0N 1C0
p. (519) 908-9564 • f. (519) 524-4403
www.bmross.net

Memo

From: Matt Pearson
mpearson@bmross.net

To:	Ron Reymer, CAO, Township of Lucan Biddulph
Re:	Update of Development Charges Study
File #:	19208
Date:	August 6, 2019

Following on our recent discussions regarding future growth of the municipality and the need for infrastructure projects to support this growth I had previously noted that your Development Charges Bylaw will expire in April 2020 and the process to define a new bylaw needs to begin. The process includes preparation of a background study according to the regulations and a public review process.

Since your last by-law was enacted there have been a number of changes to the Development Charges Act. In 2108 the timelines for the public process were changed with respect to availability of draft documents for public review. This added 4-6 weeks to the process before a public meeting. Also significant was the need to link included projects to your asset management program. Recently, in June 2019, Bill 108 added changes to the DC Act which include the removal of "soft services" from the development charges collection, amongst other changes.

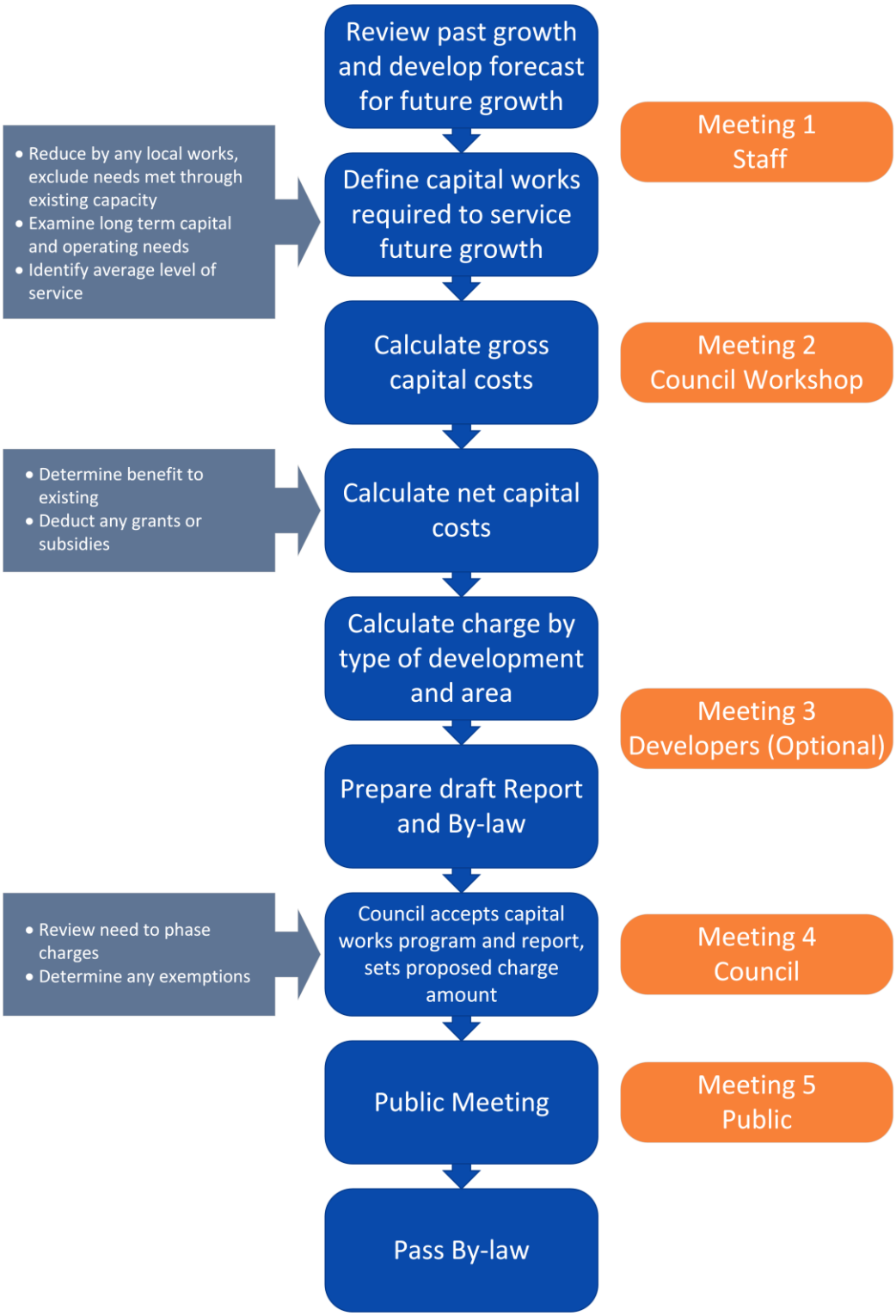
BMROSS has assisted the municipality in the application of the Development Charges Act since 1999 and has prepared Background Reports in 1999, 2002 (Granton), 2004, 2010 and 2015. The methodology we have followed in developing earlier bylaws has worked well and has been modified as situations changed. Good discussion with the local development industry has led to a strong understanding of how development charges help support strong community infrastructure. I would propose we follow a similar process to prepare the new report and bylaw. A process drawing is attached to this memo.

As we move forward through the process, we use a series of meetings to involve the various participants. Flowing from an initial meeting with staff, which reviews the success of the previous bylaw, we then involve Council early in the process in a workshop format to allow members to become familiar with the Development Charges (DC) process and to brainstorm possible projects for inclusion. This meeting is important as new members of Council and staff have no previous knowledge of the process. We have allowed for an optional meeting with representatives of the development industry. This allows them early access to the process and allows Council to hear concerns and get input. This meeting has been used successfully in the past in Lucan Biddulph. The final two meetings are with Council – the first to review the draft report and bylaw, and to get Council to set a preliminary DC that would be advertised for review by the public, prior to the statutory Public Meeting, as required by the Act.

Meetings generally cost $1200 - $1500 in time, a significant portion of the overall budget. We believe that the benefits gained through this participatory process - education, knowledge transfer, and an early discussion with the development industry to address any issues, results in a fair and equitable development charge. This has served to keep the municipality out of conflict and has avoided costly Ontario Municipal Board challenges.

I have prepared a cost estimate for budget purposes. The estimated cost is $18,500.00 + tax. You should also allow for advertising the public meeting and the passage of the bylaw, as set out in the Act. The cost of the background report and bylaw preparation is recoverable under the Development Charges Bylaw.

Determining a Development Charge



Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000

Ontario

July 22, 2019

Dear Head of Council:

RE: Provincial Policy Statement Review – Draft Policies

I am writing today to announce that my ministry is launching a consultation on proposed policy changes to the **Provincial Policy Statement (PPS)**. The PPS is an important part of Ontario's land use planning system, setting out the provincial land use policy direction.

Municipalities play a key role in implementing these policies through local official plans, zoning by-laws and other planning decisions. The Planning Act requires that decisions on land use planning matters be "consistent with" the Provincial Policy Statement policies.

The government is consulting on draft policy changes to:

- Encourage the development of an increased mix and supply of housing
- Protect the environment and public safety
- Reduce barriers and costs for development and provide greater predictability
- Support rural, northern and Indigenous communities
- Support the economy and job creation

The proposed PPS policy changes support the implementation of **More Homes, More Choice: Ontario's Housing Supply Action Plan**. The Action Plan includes a series of distinct but coordinated initiatives to address housing supply, including a review of the Provincial Policy Statement. The proposed PPS changes work together with other recent changes to the land use planning system – including to the Planning Act through **Bill 108, More Homes, More Choice Act, 2019** (once proclaimed) and **A Place to Grow: Growth Plan for the Greater Golden Horseshoe**.

For more information about the consultation, please visit http://www.mah.gov.on.ca/Page215.aspx where you will find:

- A link to the posting on the Environment Registry of Ontario (ERO #019-0279), including the proposed Provincial Policy Statement and questions to consider
- Information on how to provide comments

The consultation is open for 90 days and closes on October 21, 2019.

…/2

I look forward to hearing your ideas on the proposed changes to the Provincial Policy Statement.

If you have any questions about the consultation, please contact the ministry at planningconsultation@ontario.ca or by calling 1-877-711-8208.

Sincerely,



Steve Clark
Minister

c: Planning Head and/or Clerks

Bill 108

"MORE HOMES, MORE CHOICE ACT"

JULY 16, 2019

MIDDLESEX COUNTY COUNCIL

"More Homes, More Choice Act"

Bill 108 received Royal Assent on June 6th, 2019.

Amends the following statutes:

- *Cannabis Control Act*
- *Conservation Authorities Act*
- *Development Charges Act*
- *Education Act*
- *Endangered Species Act*
- *Environmental Assessment Act*
- *Environmental Protection Act*
- *Labour Relations Act*
- *Local Planning Appeal Tribunal Act*
- *Municipal Act*
- *Occupational Health and Safety Act*
- *Ontario Heritage Act*
- *Ontario Water Resources Act*
- *Planning Act*, and
- *Workplace Safety and Insurance Act*

middlesex county

"More Homes, More Choice Act" cont

Bill 108 is intended to tackle Ontario's housing crisis by encouraging the provision of housing.

From a land use planning perspective, the legislative changes that are anticipated to have the most impact are the amendments to the *Planning Act, Local Planning Appeal Tribunal Act, Development Charges Act, Conservation Authorities Act, Environmental Assessment Act,* and *Endangered Species Act.*

The full impact of these changes will not be fully understood until after all of the implementation regulations are released by the province.

Key Amendments to the *Planning Act*

Bill 108 amends many sections of the *Planning Act,* some that are directly related to the *Development Charges Act* and the *Local Planning Appeal Tribunal Act.*

Additional residential units:

- The Planning Act has been amended to require that municipalities authorize additional residential units for detached, semi-detached and row houses in both the primary dwelling and an ancillary building

Sections of the *Planning Act* and *Development Charges Act* consolidated into Community Benefits Charge:

- Bonusing, alternative parkland provisions, and certain items under the *Development Charges Act* combined into a single fee, the **Community Benefits Charge (CBC)**
- CBCs can be imposed against land to cover capital costs for 'soft services'

middlesex county

Key Amendments to the *Planning Act, cont.*

Third party appeals and decision times:

- The *Planning Act* has been amended to shield plans of subdivision and local official plan amendment non-decisions from third party appeal.
- Timelines that an applicant can appeal a lack of a decision by a municipality have been shortened.

Application or Policy Type	Pre Bill 108	Bill 108
Official Plans / Amendments	210 days	120 days
Zoning By-laws / Amendments or Holding Provisions	150 days	90 days (except when paired with an OPA 120 days)
Plans of Subdivision/Condominium	180 days	120 days

middlesex county

Key Amendments to the *LPAT Act*

The tribunal will return to a single ‘de novo’ hearing where the LPAT will determine ‘the best planning outcome’ for all appeals.

Appeals for official plan and zoning by-law amendments will no longer be heard on the basis that the municipal decision is not consistent with the Provincial Policy Statement or fails to conform to an official plan.

Bill 108 makes a number of process and administrative changes to the LPAT.

middlesex county

Key Amendments to the *DC Act*

The Development Charges Act (DCA) has been amended to exempt the creation of additional residential units from development charges (DCs).

Amendments to the *Planning Act* and *Development Charges Act* leave hard costs, infrastructure costs as well as any other prescribed costs eligible for DCs.

Changes have been made to the timing of when DCs are calculated and when they are payable.

Key Amendments to the *DC Act*

Bill 108 provides for DC payment deferral on certain types of development:

- DCs for rental housing, institutional, industrial, and commercial development may be paid over 5-years.
- DCs for non-profit housing may be paid over 22-years.

Municipalities who do collect DCs will have to work with their DC consultants to explore options to implement the new DC and CBC regime.

Key Amendments to the *Conservation Authorities Act*

Bill 108 mandates Conservation Authority 'core services' including:

- Programs and services related to natural hazard risks such as flood protection.
- Programs and services related to the land management and conservation of lands that are owned or under the control of the conservation authority.
- Programs and services related to the CA's duties under the *Clean Water Act.*

CAs are still authorized to provide non-core services and programs:

- This includes non-core municipal services.
- The CA and municipality must enter into a memorandum of understanding for the CA to provide the program or service.

middlesex county

Key Amendments to the *Endangered Species Act*

Amendments to the *Endangered Species Act* are intended to balance development and the protection of endangered species.

Bill 108 establishes that the Minister can enter in to 'landscape agreements' with parties to allow them to undertake activities that would otherwise be prohibited provided they execute specified beneficial actions that will aid in the protection or recovery of one or more species specified in the agreement.

Bill 108 also allows for the imposition of a species conservation charge in lieu of damaging species at risk habitat.

middlesex county

In Summary…

The legislative changes are anticipated to affect the development approvals process, the provision of housing, and a municipality's ability to collect fees to offset the costs of infrastructure and municipal services.

The exact implementation timelines are not yet known however it is expected that most land use planning changes will take effect on January 2020 and most DC / CBC changes will take effect on January 2021.

Planning Staff will continue to follow Bill 108 through the legislative process.

Municipalities that collect DCs should actively monitoring DC and CBC related changes and likely should engage their DC consultants on this.

middlesex county

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto, ON M7A 2S9

Dear Honourable Sir:

July 15th 2019

Re: Resolution Regarding Enforcement for Safety on Family Farms

Please be advised that on July 10th the Town of Plympton-Wyoming Council passed the following motion to support Warwick Township Council's motion (attached) that was passed on June 17th 2019.

Motion #13 – *Moved by Bob Woolvett, Seconded by Tim Wilkins that Council support the motion provided by the Township of Warwick with regards to Enforcement for Safety on Family Farms.*

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me at the number above or by email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak
Clerk
Town of Plympton-Wyoming

Cc: Amanda Gubbels, Administrator/Clerk – Township of Warwick
The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

TOWNSHIP OF WARWICK

"A Community in Action"

6332 Nauvoo Road, R.R. #8, Watford, ON N0M 2S0

Township Office: (519) 849-3926 / 1-877-849-3926
Watford Arena: (519) 876-2808
Website: www.warwicktownship.ca

Works Department: (519) 849-3923
Fax: (519) 849-6136
E-mail: info@warwicktownship.ca

June 26, 2019

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto, ON M7A 2S9

Dear Honourable Sir:

Re: Resolution Regarding Enforcement for Safety on Family Farms

Please be advised that Warwick Township Council adopted the following resolution at their regular meeting on June 17, 2019:

WHEREAS agriculture is the second largest industry in Ontario, contributing $13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world;

AND WHEREAS in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals;

AND WHEREAS the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media;

AND WHEREAS maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations;

AND WHEREAS the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Corporation of the Township of Warwick requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals;

AND BE IT FURTHER RESOLVED THAT this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all Municipalities in the Province of Ontario, AMO, and ROMA.

- Carried.

Yours truly,



Amanda Gubbels
Administrator/Clerk
Township of Warwick

cc: The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

From: Erkki [mailto:clerk@oilsprings.ca]
Sent: Friday, July 12, 2019 8:00 PM
To: Katie.Scott@blindriver.ca; kayla.thibeault@gravenhurst.ca; kballance@ear-falls.com; kbulmer@renfrew.ca; kbunting@middlesex.ca; kcasselman@prescott.ca; kcostello@smithsfalls.ca; Kelli@southglengarry.com; kellyp@nipigon.net; kevinh@quintewest.ca; kfletcher@regionofwaterloo.ca; kitteringham@markham.ca; kmcdonald@ sdion@casselman.ca; Sgoerke@townshipofsevern.com; skim@grimsby.ca; slacarte@englehart.ca; slarnold@southriverontario.com
Subject: Support for Warwick resolution

Hello,
The Council of the Village of Oil Springs passed this motion during its regul.ar meeting of July 9, 2019:

MOTION No. 11 Moved by Councillor McFadden
Seconded by Councillor Wagner

THAT the Council of the Village of Oil Springs support Council for the Corporation of the Township of Warwick in requesting that the Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals for the very reasons cited in the Warwick Motion adopted at its Regular Meeting of June 17, 2019; and

THAT this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General; Hon. Doug Ford, Premier of Ontario; Hon. Sylvia Jones, Solicitor General; and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs; and all Municipalities in the Province of Ontario, AMO, and ROMA.

CARRIED

Sincerely,

Erkki Pohjolainen
Clerk-Treasurer
Village of Oil Springs
4591 Oil Springs Line, Box 22
Oil Springs, ON N0N 1P0
Phone: 519-834-2939
Fax: 519-834-2333
www.oilsprings.ca

VILLAGE OF OIL SPRINGS INCORPORATED 1865

Discoveries That Matter
OIL SPRINGS

RESOLUTION NO.: 2019- 86

DATE: July 17, 2019

CARRIED: ✓

DEFEATED: _____

MOVED BY:	DIVISION LIST	FOR	AGAINST
	Councillor Constable		
	Councillor Dixon		
SECONDED BY:	Councillor Gregory		
	Councillor Ryman		
	Mayor Robinson		

THAT the Council for the Corporation of the Municipality of McDougall supports the attached resolution of the Township of Warwick regarding enforcement for safety on family farms.

MAYOR

TOWNSHIP OF WARWICK

"A Community in Action"

6332 Nauvoo Road, R.R. #8, Watford, ON N0M 2S0

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Website: www.warwicktownship.ca

Works Department: (519) 849-3923
Fax: (519) 849-6136
E-mail: info@warwicktownship.ca

June 26, 2019

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto, ON M7A 2S9

Dear Honourable Sir:

Re: Resolution Regarding Enforcement for Safety on Family Farms

Please be advised that Warwick Township Council adopted the following resolution at their regular meeting on June 17, 2019:

WHEREAS agriculture is the second largest industry in Ontario, contributing $13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world;

AND WHEREAS in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals;

AND WHEREAS the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media;

AND WHEREAS maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations;

AND WHEREAS the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Corporation of the Township of Warwick requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals;

AND BE IT FURTHER RESOLVED THAT this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all Municipalities in the Province of Ontario, AMO, and ROMA.

- Carried.

Yours truly,



Amanda Gubbels
Administrator/Clerk
Township of Warwick

cc: The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
322 Main Street South P.O. Box 759
Exeter Ontario
N0M 1S6
Phone: 519-235-0310 Fax: 519-235-3304
Toll Free: 1-877-204-0747

July 25, 2019

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto, ON M7A 2S9

Dear Honourable Sir:

The following resolution was passed by the Council of the Corporation of the Municipality of South Huron at the Regular Council meeting on July 15, 2019;

Motion: 382-2019
Moved: J. Dietrich
Seconded: T. Oke

That South Huron Council support the Township of Warwick resolution regarding Enforcement for Safety on Family Farms as follows:

Whereas agriculture is the second largest industry in Ontario, contributing $13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world; and

Whereas in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals; and

Whereas the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media; and

Where maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations; and

Whereas the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

Now therefore be it resolved that the Council for the Corporation of the Municipality of South Huron requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation- to ensure the safety of Ontario's farm families, employees and animals; and

Be it further resolved that this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all municipalities in the Province of Ontario, AMO and ROMA.

Disposition: Carried

Yours truly,

Rebekah Msuya-Collison
Director of Legislative Services/Clerk
Municipality of South Huron

cc. The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

THE CORPORATION OF THE

Municipality of Neebing

4766 Highway 61
Neebing, Ontario P7L 0B5
TELEPHONE (807) 474-5331
FAX (807) 474-5332
E mail – neebing@neebing.org

Rosalie Evans,
Solicitor-Clerk
Erika Kromm,
Treasurer, Deputy Clerk

Councillors
Curtis Coulson
Gordon Cuthbertson
Gary Gardner
Brian Kurikka
Mark Thibert
Brian Wright

Mayor Erwin Butikofer

July 18, 2019

COPY
Ontario Municipalities
(via email only)

The Corporation of the Township of Lake of Bays
1012 Dwight Beach Road
Dwight, Ontario P0A 1H0

Attention: Michelle Percival, CAO

Re: Lake of Bays' Resolution 7(b)/05/21/19
Ontario Municipal Partnership Fund

Dear Ms. Percival:

The above-noted resolution was considered by Neebing Council at its regular meeting held on June 5th, 2019. Neebing Council resolved as follows:

> BE IT RESOLVED THAT the Province of Ontario be requested to maintain OMPF funding at no less than 2016 levels;
>
> AND FURTHER, THAT this resolution be circulated to the Town of Lake of Bays, our local MPPs, those circulated on the Town of Lake of Bays' correspondence, apart from the Ministry of the Solicitor-General and their local MPPs.

This differs somewhat from your municipality's resolution, which was to maintain current OMPF levels.

Neebing Council thanks the Lake of Bays Council for bringing this matter to our attention.

Yours truly,

Rosalie A. Evans
Solicitor-Clerk
Resolution 2019-06-132

cc. Hon. Rod Phillips, Minister of Finance; All Ontario Municipalities; Fred Simpson, Deputy Clerk, Town of Mono; Tom Gefucia, Director of Finance/Treasurer, Township of Lake of Bays; Judith Monteith, MPP Thunder Bay Atikokan; and Michael Gravelle, MPP Thunder Bay Superior North.

From: Karen Gerrard [mailto:deputy@township.mckellar.on.ca]
Sent: Tuesday, July 30, 2019 10:51 AM
To: deputy@township.mckellar.on.ca
Subject: Municipal Amalgamation

To the attention of Council

The Council for the Corporation of the Township of McKellar has expressed their concern with the potential for forced municipal amalgamation, under the current provincial government.
Please consider the attached resolution and send your support directly to the Premier of Ontario; the Deputy Premier of Ontario; The Minister of Municipal Affairs and Housing; and your local municipal association.

Thank you for your consideration.

Karen AK Gerrard, AMCT
Treasurer/Tax Collector/Deputy Clerk
Township of McKellar

Township of McKellar
701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0 Phone: (705) 389-2842
Fax: (705) 389-1244

July 16, 2019

Hon. Doug Ford, Premier
Legislative Building Rm 281, Queen's Park
Toronto, Ontario
M7A 1A1

Dear Premier Ford,

Re: MUNICIPAL AMALGAMATION

Please be advised that at its regular meeting held, Monday July 15, 2019 the Council of the Township of McKellar passed the following resolution:

19-355 **WHEREAS** there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;

AND WHEREAS in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

AND WHEREAS there has never been a valid evidence-based study that supported these outcomes;

AND WHEREAS forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

AND WHEREAS there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;

AND WHEREAS the Provincial Government has a large deficit due to their own decision-making;

AND WHEREAS recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";

AND WHEREAS this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting "consultation" and "demand" that the Provincial Government do the following:

1) Hold a local referendum letting the citizens decide to amalgamate or not
2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
4) To ensure that there is absolutely no conflict of interest in this consultative process
5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried

Sincerely,

Tammy Wylie, AMCT
Clerk Administrator

Cc:
Deputy Premier of Ontario;
Minister of Municipal Affairs and Housing;
Leader of the New Democratic Party;
All Ontario MPP's;
Association of Municipalities of Ontario (AMO);
Northwestern Ontario Municipal Association (NOMA);
Rural Ontario Municipalities Association (ROMA);
Federation of Northern Ontario Municipalities (FONOM);
District of Parry Sound Municipal Association (DPSMA);
all Ontario municipalities

O:\Council mtg letters\July 15 2019/Municipal Amalgamation

From: Renee Brown [mailto:ReneeB@haltonhills.ca]
Sent: Wednesday, July 24, 2019 10:36 AM
To: 'clerk@addingtonhighlands.ca'; 'jturk@adelaidemetcalfe.on.ca'; 'kpearl@adjtos.ca'; 'agilchrist@admastonbromley.com'; 'alexander.harras@ajax.ca'; 'alberton@jam21.net'; 'ARochefort@alfred-plantagenet.com'; 'mgower@algonquinhighlands.ca'; 'rvdm@ahtwp.ca'; 'suestone@amaranth-eastgary.ca'; 'pparker@amherstburg.ca'; 'clerk@armourtownship.ca';.ca'; 'vhummel@woolwich.ca'; 'christopher.raynor@york.ca'; 'kmartin@zorra.on.ca'
Subject: Town of Halton Hills Resolution regarding Reducing Litter and Waste in our Communities

Hello,

Please be advised that Council for the Town of Halton Hills adopted the attached Resolution regarding Reducing Litter and Waste in our Communities at the Regular Council Meeting held on July 8, 2019.

Thank you,
Renée Brown
Deputy Clerk – Legislation & Elections
Town of Halton Hills
(905)873-2601 ext. 2333

TOWN OF
HALTON HILLS
Working Together Working for You!

THE CORPORATION
OF
THE TOWN OF HALTON HILLS

2019-0141

Moved by: _____ Date: July 8, 2019
Councillor Clark Somerville

Seconded by: _____ Resolution No.: _____

WHEREAS the Province of Ontario, through the Ministry of the Environment, Conservation and Parks, has posted a discussion paper entitled "Reducing Litter and Waste in our Communities";

AN WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario;

AND WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia;

AND WHEREAS these successful program have eliminated many of these containers from the natural environment;

THERFORE BE IT RESOLVED that the Council of the Town of Halton Hills call upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

AND FURTHER THAT that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the Region of Halton and all municipalities in the Province of Ontario.

Mayor Rick Bonnette

Post 6

THE CORPORATION OF THE CITY OF STRATFORD

Resolution: Opposition to Changes in 2019 Provincial Budget and Planning Act

WHEREAS on April 11, 2019, the Provincial government tabled a new budget, some of which represents a significant shift in priorities, with direct implications to the City of Stratford and municipalities across Ontario;

AND WHEREAS this shift in priorities will put disproportionate pressure on municipal governments to either fully fund Provincially discontinued programs or partially supplement programs and services at current service levels;

AND WHEREAS the City of Stratford recognizes that the Government of Ontario announced in May 2019 that it will reverse mid-year cuts to critical services of public health, childcare and ambulance services and requests an opportunity to work collaboratively to find solutions that will work for all partners and protect services prior to drafting 2020 budgets;

AND WHEREAS previous legislation that abolished the OMB and replaced it with LPAT received unanimous – all party support as all parties recognized that local governments should have the authority to uphold their provincially approved Official Plans and community driven planning;

AND WHEREAS in the spirit of working together for the benefit of all Ontario residents, Stratford City Council opposes the upcoming changes to the Planning Act as municipalities were not consulted and afforded an opportunity to provide feedback;

AND REQUESTS a meeting with MPP Pettapiece, the Minister of Municipal Affairs and other related ministries on the effects of downloading onto municipal governments;

AND THAT this resolution be forwarded to all municipalities in Ontario and to AMO.

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1
Attention: City Clerk, 519-271-0250 ext 235, clerks@stratford.ca

TOWNSHIP OF NAIRN AND HYMAN

64 McIntyre Street • Nairn Centre, Ontario • P0M 2L0 ☎ 705-869-4232 🖷 705-869-5248
Established: March 7, 1896 Office of the Clerk Treasurer, CAO E-mail: nairncentre@personainternet.com

July 31, 2019

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Honourable Premier:

Re: Opposition to Bill 115

Please be advised our Council adopted the following resolution at their meeting of July 8, 2019:

SUPPORT RESOLUTION – OPPOSITION OF BILL 115
RESOLUTION #2019-11-173
MOVED BY: Rod MacDonald
SECONDED BY: Katherine Bourrier
RESOLVED: that Council agrees to support the resolution of the Township of Armour regarding opposition to Bill 115.

WHEREAS the Province of Ontario is considering approving Bill 115, which would allow beer and wine sale in corner stores;

AND WHEREAS corner stores will not verify age and be as safe as the present system in place;

AND WHEREAS alcohol retail outlet density has a negative effect on public health and public health costs;

AND WHEREAS there is no clear evidence that Ontarians are asking for beer and wine at every corner;

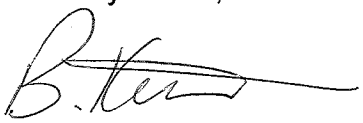
NOW THEREFORE BE IT RESOLVED that the Council of the Township of Armour opposes Bill 115 and calls upon the Government of Ontario not to enact this legislation.

FURTHERMORE, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Christine Elliott, Deputy Premier of Ontario, the Honourable Norm Miller, MPP Parry Sound – Muskoka and Andrea Horwath, MPP, Leader of the New Democratic Party.

AND FURTHERMORE, that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration

CARRIED

Sincerely Yours,



Belinda Ketchabaw
CAO Clerk - Treasurer

BK/mb

cc: The Honourable Christine Elliot, Deputy Premier
The Honourable Steve Clark, Minister of Municipal Affairs and Housing
The Honourable Andrea Horwath
The Honourable Norm Miller, MPP Parry Sound-Muskoka
AMO
All Ontario Municipalities

TOWNSHIP OF ARMOUR

DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
P0A 1C0

(705) 382-3332
(705) 382-2954
Fax: (705) 382-2068
Email: info@armourtownship.ca
Website: www.armourtownship.ca

June 12, 2019

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Legislative Building
Queen's Park
Toronto ON M7A 1A1

The Honourable Christine Elliott
Deputy Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

The Honourable Steve Clark
Minister of Municipal Affairs & Housing
College Park, 17th Floor
777 Bay Street
Toronto ON M5G 2E5

Re: Support Resolution

At its meeting held on June 11th, 2019, the Township of Armour passed Resolution #7 opposing Bill 115 and calls upon the Government of Ontario not to enact this legislation.

A copy of Council's Resolution #7 dated June 11th, 2019 is attached for your consideration.

Sincerely,

Louise Heintzman
Administrative Assistant

Enclosure
Cc: Honourable Norm Miller, MPP Parry Sound-Muskoka, Andrea Horwath, MPP, Leader of the New Democratic Party, AMO (Association of Municipalities of Ontario and all Ontario municipalities.

CORPORATION OF THE TOWNSHIP OF ARMOUR

RESOLUTION

Date: June 11, 2019 **Motion #** 7

WHEREAS the Province of Ontario is considering approving Bill 115, which would allow beer and wine sale in corner stores;
AND WHEREAS corner stores will not verify age and be as safe as the present system in place;
AND WHEREAS alcohol retail outlet density has a negative effect on public health and public health costs;
AND WHEREAS there is no clear evidence that Ontarians are asking for beer and wine at every corner;
NOW THEREFORE BE IT RESOLVED that the Council of the Township of Armour opposes Bill 115 and calls upon the Government of Ontario not to enact this legislation.
FURTHERMORE, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Christine Elliott, Deputy Premier of Ontario, the Honourable Norm Miller, MPP Parry Sound - Muskoka and Andrea Horwath, MPP, Leader of the New Democratic Party.
AND FURTHERMORE, that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Moved by:		**Seconded by:**	
Blakelock, Rod	☐	Blakelock, Rod	☑
Brandt, Jerry	☐	Brandt, Jerry	☐
MacPhail, Bob	☐	MacPhail, Bob	☐
Ward, Rod	☑	Ward, Rod	☐
Whitwell, Wendy	☐	Whitwell, Wendy	☐

Carried / **Defeated**

Declaration of Pecuniary Interest by: _____

Recorded vote requested by: _____

Recorded Vote:	For	Opposed
Blakelock, Rod	☐	☐
Brandt, Jerry	☐	☐
MacPhail, Bob	☐	☐
Ward, Rod	☐	☐
Whitwell, Wendy	☐	☐

Frank Cowan Company

CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH — PROPERTY LIST

	Present Values	New Values
ARENA, COMMUNITY CENTRE & YMCA CHILD CARE 263 MAIN STREET LUCAN, ONTARIO	7,813,600	10,531,600
POOL, CHANGE HOUSE & FENCING 263 MAIN STREET LUCAN, ONTARIO	244,300	488,800
LIONS STORAGE SHED 263 MAIN STREET LUCAN, ONTARIO	224,500	250,000
MUNICIPAL OFFICE & LIBRARY (INCLUDING 150KW GENSET) 270 MAIN STREET LUCAN, ONTARIO	3,190,100	3,189,900
PUBLIC WORKS OPERATIONS FACILITY (INCLUDING 17KW GENSET) 34363 SAINTSBURY LINE LUCAN, ONTARIO	2,538,500	2,551,300
ABOVE GROUND FUEL CENTRE 34363 SAINTSBURY LINE LUCAN, ONTARIO	26,000	26,000
SEWAGE PUMPING STATION 210 CHESTNUT STREET LUCAN, ONTARIO	1,101,400	925,200
WASTEWATER TREATMENT PLANT 34195 GRANTON LINE GRANTON, ONTARIO	1,714,900	2,200,000
MAIN WELL (PUMPING STATION) 34311 GRANTON LINE GRANTON, ONTARIO	328,200	328,200
WATER TOWER COMMUNITY DRIVE LUCAN, ONTARIO	1,796,500	2,444,500
WATER BOOSTER STATION 5614 WILLIAM STREET LUCAN, ONTARIO	1,178,600	1,276,700
WASTEWATER CONTROL PLANT 6242 FALLON DRIVE LUCAN, ONTARIO	6,098,000	8,750,000

RISK MANAGEMENT SERVICES

Frank Cowan Company

CONCESSION BOOTH **263 MAIN STREET** **LUCAN, ONTARIO**	72,000	0
Total	26,326,600	**32,962,200**

MIDDLESEX COUNTY

CLERKS & TREASURERS ASSOCIATION

ANNUAL BOB LACROIX GOLF DAY

(Sponsored by the Middlesex County Clerks & Treasurers Association)

WHEN: **Friday, August 30, 2019**

TIME: 12:00 p.m. Lunch
12:45 p.m. Golf (BEST BALL)

WHERE: The Willows
2124 Westchester Bourne, Nilestown

COST: **$30.00 per person**
(includes 9 holes of golf, cart, and lunch)

SPECIAL NOTE:

THIS YEAR WE ARE OFFERING EACH MUNICIPALITY/TOWNSHIP WITHIN MIDDLESEX COUNTY TWO (2) FREE REGISTRATIONS THIS INCLUDES MIDDLESEX COUNTY AND CITY OF LONDON

PLEASE INVITE ALL STAFF AND COUNCIL



MIDDLESEX COUNTY

CLERKS & TREASURERS ASSOCIATION

REGISTRATION FORM

MIDDLESEX COUNTY CLERKS AND TREASURERS ASSOCIATION

ANNUAL BOB LACROIX GOLF DAY

FRIDAY, AUGUST 30, 2019
AT 12:00 P.M. (LUNCH) – 12:45 P.M. (GOLF)
AT THE WILLOWS

Name of Municipality _____

Names of Persons Attending _____

_____

_____

_____



_____ # for Lunch _____ # for Golf

Registration Fee Enclosed _____

(***Cheques payable to Middlesex County Clerks & Treasurers Association)***

Please Return to: Ron Reymer
Township of Lucan Biddulph
270 Main Street
Lucan, ON N0M 2J0

Telephone: 519-227-4491
Fax: 519-227-4998
Email: rreymer@lucanbiddulph.on.ca

PLEASE RETURN THE REGISTRATION FORM AND FEE BY AUGUST 23, 2019

From: Amber Crawford [mailto:ACrawford@amo.on.ca]
Sent: Tuesday, August 06, 2019 4:51 PM
Subject: Important Update - Final Blue Box Mediation Report Released

To: Waste Management Staff

Good Afternoon,

Today the Ministry of the Environment, Conservation and Parks released the final report by David Lindsay on the Blue Box mediation. The report can be found here. We anticipate that a news release will be coming shortly to accompany the document. We will circulate it to you as soon as we have it.

The report includes a long list of recommendations (see attached). The recommendations are generally aligned with the positions advocated by municipalities.

AMO and the Municipal 3Rs Collaborative were pleased to play a key role in this mediation process, which directly engaged stakeholders (see Appendix B of the report for a full list). The process, led by Mr. Lindsay, allowed for a mutual understanding of each other's perspectives and the establishment of a pathway forward. We appreciate the leadership of those around the Table to achieve this greater consensus, and believe that a great deal of good will has been built between the stakeholders.

Mr. Lindsay was effective at mediating the discussion and ensuring that all stakeholders were heard. The discussions he led remained respectful and solutions-focussed. He also appears to have established a balance between the interests of municipal governments and producers while achieving the government's objectives of improved environmental performance and a seamless transition.

We are hopeful that the release of this report is the precursor to a decision from Minister Yurek as soon as possible to:

- Send a letter to formally initiate the timeline to wind-down the current system under the *Waste Diversion Transition Act*, 2016 (e.g. wind-up Stewardship Ontario) and alter O. Reg 101/94 to allow for responsibility to be transitioned from municipalities to producers; and
- Accept or accept with modifications the recommendations in Mr. Lindsay's report to guide the process of transition and regulatory development.

We would like to thank you, and all waste management staff, across the province for helping us get to this point. As we lead up to the AMO Conference on August 18-21st, we will continue to work closely with the government.

In the meantime, we encourage you to hear your feedback on the report's recommendations. In addition, we have three sessions on waste happening during the Conference. Please encourage your Councils to attend to hear the latest.

Thank you, and we look forward to hearing your feedback.

Dave Gordon
Senior Advisor, Waste Diversion
email: dgordon@amo.on.ca
phone: (416) 389-4160

Amber Crawford
Policy Advisor, Waste Diversion
email: acrawford@amo.on.ca
phone: (416) 971-9856 x 353

Association of Municipalities Ontario

Renewing the Blue Box: Final Report on the Blue Box Mediation Process (Excerpts from the Report) / August 6, 2019

A list of the recommendations from Mr. Lindsay's report, by topic:

Topic	Report Recommendations

A measured timeframe for transition	• Transition should occur over a six-year period according to the following approximate timelines (i.e., from 2019 through 2025):
	  ○ Before the end of 2019: Minister issues transition direction to Stewardship Ontario outlining the timeline for transition.
	  ○ Over a one to one-and-a-half-year period (e.g., 2019-2020): Government consults on, and finalizes, regulations that specify how the blue box will move to producer responsibility.
	  ○ Over a two-year period (e.g., 2021-2022): Producers prepare to assume responsibility for the blue box and engage all parties, including municipalities and service providers.
	  ○ Over a three-year period (e.g., 2023-2025): Phased transfer of responsibility from municipalities to producers that transitions a similar amount of waste over each year.
	• The province should provide transition direction and begin gathering the necessary information as early as possible to help all parties plan for the new producer responsibility framework.
	• The province should issue a consultation document to provide additional information and clarification when consulting on the draft regulations.
	• To provide the certainty needed to kick-start planning for transition, the timeline should provide early notification of the government's plan for producer responsibility, expedited development of producer responsibility regulations, and sufficient time for municipalities and producers to prepare.

Ensuring a common collection system	• Regulations should maintain blue box collection as an essential part of any collection system, but also allow producers the flexibility to collect some packaging through other methods. • Taken together, the blue box and other methods will create a common collection system that will give producers access to the materials they need to

Topic	Report Recommendations

	recycle and will ensure that the people of Ontario have uninterrupted service across the province during the transition period.
	• The regulation-making process will determine how this collection system is to be established. The complexity of doing so should not be underestimated, which is why I recommend that the first step must be to collect and analyse the information on the existing blue box and recycling system in Ontario. This information could include:
	  ○ Programs and collection methods operated by municipalities.
	  ○ Populations serviced by blue box programs.
	  ○ Expiry of municipal collection contracts and lifespan of waste facilities.
	  ○ Municipal readiness to transition.
	  ○ Location of waste transfer, sorting and processing facilities.
	  ○ The volumes and flows of collected printed paper and packaging.
	• The province should consider retaining expert advice to analyse the collected information and provide a recommendation on how best to proceed with transitioning services. This information will inform regulation development and facilitate producer preparation.

Transitioning municipal assets	• Parties agreed that if producers are given full responsibility and accountability, they must have control to decide which assets will be used in a future collection and management system. Producers should not be forced to use, or pay for, municipal assets they do not need. • Parties agreed that municipalities must be able to bid fairly on future services for producers, and municipalities may decide whether, and how, their existing assets may be part of their bids.
Standardizing what's in the blue box	• Regulations should make producers responsible for all printed paper and packaging they put into the market by setting clear goals for diversion from landfill, but they should provide flexibility for producers to identify the best way to achieve these goals. • Regulations should establish a standard list of blue box materials that must be collected through blue

Topic	Report Recommendations
	boxes across Ontario, and also allow producers to use other methods to meet or supplement diversion requirements. • Regulations should establish a transparent process that will allow producers to change which materials are collected in the blue box versus other methods. • Producers should be encouraged to use other methods to divert materials that cannot be recycled by the blue box or that might contaminate collected materials.
Determining eligible sources for blue box materials	• Producers should provide blue box collection wherever it was provided by municipalities or Indigenous communities as of a specified date, and going forward they will provide blue box service for new residential developments. • After completing transition, producers should gradually expand collection in multi-residential buildings, as well as parks and public spaces where municipalities provide waste collection. • Blue box services should not be expanded to industrial, commercial and institutional establishments as these facilities already have their own waste servicing arrangements and existing contracts for diversion. In addition, recycling in these facilities is covered by a different regulatory framework at this time. • It is important that Ontarians have similar opportunities to recycle whether they are at home, work or out in public. The province should review and modernize the regulatory framework for industrial, commercial and institutional facilities to improve overall diversion rates in Ontario and to better align the kinds of materials recycled in this sector with the materials that are recycled through the blue box.
Setting effective diversion targets	• A single, overall blue box target is neither workable nor effective. The province should consult to identify specific targets for different types of printed paper and packaging material. • The categories should be specific enough that they can be used to identify materials that have low diversion rates, so that action can be taken to improve diversion.

Topic	Report Recommendations
	• The province should set targets that will drive diversion and challenge the ingenuity of Ontario's industry to innovate and find new efficiencies and cost-savings. • Targets should progressively increase over time to ensure that Ontario's recycling services continue to innovate and evolve.
Promoting increased diversion from landfill	• Reduce, reuse, recycle should count as diversion. That is, processes that continue to make materials available as a resource for new products or packaging should be considered diversion. • Incineration and energy-from-waste should not count as diversion. • Don't lose sight of the first R – reduction. Where feasible, producer responsibility regulations should recognize and reward producers for reducing waste and improving their environmental performance.
Thinking bigger than the blue box	• Co-ordinated, province-wide promotion and education is critical to build upon our blue box culture, reduce litter, and make waste reduction a part of everyday life. • Ontario should take strong action to reduce plastic pollution and be a voice for decisive, focused, and co-ordinated action at both the national and international level. All parties must not lose sight of the fact that packaging is only one part of our plastics problem. • The province should ensure that all ministries work together to develop a collaborative plan for Ontario to become a leading jurisdiction for innovation and economic growth in the recycling industry.

July 15, 2019

The Annual General Meeting (AGM) of the Members of the Association of Municipalities of Ontario will be held on Monday, August 19, 2019 commencing at 10:50 a.m., AMO Conference Plenary Hall, Canada Hall 1, 3rd Floor, Shaw Convention Centre, 55 Colonel By Drive, Ottawa, ON K1N 9J2.

Notice is given that in addition to the tabling of the 2018 Secretary-Treasurer's Report at the AGM, the AMO Board of Directors has directed that three proposed amendments to AMO By-law No. 2 be presented to the Association's membership for consideration.

Attached to this Notice is a copy of the proposed amendments which are intended to address several circumstances arising from the last municipal election. The three amendments relate to:

- Change in municipal jurisdiction of a board member who is a municipal elected official
- Change in municipal jurisdiction of a board member who is a municipal staff official
- Leave of absence of a board member

Delegates at the Annual General Meeting from member municipalities are eligible to vote on the business of the AGM. A member municipality is defined in the Bylaw as one that has paid its membership fee on or before May 31, 2019. An eligible voting delegate will have a specific delegate badge identifier.

AMO Bylaw No. 2

AMO 2018 Annual Report

ProposedAmendmentstoAMOBylaw.pdf

Trevor Wilcox

AMO Secretary Treasurer

Pat Vanini

AMO Executive Director

Township of
Lucan Biddulph
JUL 15 2019
Received

THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

July 8, 2019

TO MAYOR, CITY CLERK AND COUNCILLORS:

Nominate an Outstanding Ontario Physician in Your Community

The College of Physicians and Surgeons of Ontario Council Award



Did You Know?

Over the last four years, the Council Award has been presented to four physicians nominated by their local city council?

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2020 Council Award.** The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the "ideal physician".

The criteria for selecting a physician for the Council Award are outlined in the enclosed nomination form. The criteria are based upon eight "physician roles" that reflect society's expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

The deadline for receipt of nominations is September 30, 2019 at 5:00 p.m.

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 257 or cpsoaward@cpso.on.ca.

80 College Street, Toronto, Ontario M5G 2E2 Tel: (416) 967-2600 Toll Free: (800) 268-7096 Fax: (416) 961-3330

Granton Cemetery

5439 Whalen Line Granton Ontario N0M 1V0

Charity Registration #11894 6342 RR0001

July 8 2019

Mr. Ron Reymer C.A.O./ Clerk
Lucan Biddulph Township
Lucan ON N0M 2J0

Dear Mr. Reymer;

On behalf of the Granton Cemetery, I would like to express our gratitude for the gravel delivered to the cemetery along Whalen Line and also thanks to Joe for doing such a great job of levelling it. This is quite an improvement for our cemetery and an ideal spot for visitors to park.

We plan to also have a sign at the cemetery on Decoration Day advising the many people who come to the cemetery that day of the generous gift made by Biddulph Township to our cemetery.

On another note, I was wondering if I could pick up (purchase) a large garbage bin for the cemetery. We would have one of our members put the bin on Whalen Line Friday mornings and then retrieve it later in the day. This would only occur several times in the summer as there is no need for garbage pick-up in the winter.

Once again, many thanks for your support and generosity.

Sincerely;

Barbara Jameson

Township of
Lucan Biddulph
JUL 15 2019
Received

Granton Cemetery Decoration Day is held on the third Sunday in August

Granton Cemetery Volunteers:

Norm Bilyea, Walter Riddell, Katie Riddell, Doug Cook, Stan Malcolm Bill Lambourn, Barb Jameson, Paul Nixon, John Harlton, Joe French, Darren Klumpers, Leroy Bryan, Keith Thomson

Mayor Cathy Burghardt-Jesson
270 Main Street, P.O. Box 190,
Lucan, ON, N0M 2J0

Dear Mayor Burghardt-Jesson, July 11 2019
RE: Municipal Proclamation for May is Museum Month – Thank you!
On behalf of the Ontario Museum Association (OMA), and the 700+ museums, art galleries, and heritage sites across the province, thank you for proclaiming May is Museum Month/ Mai, Mois des Musées in Lucan.

May is Museum Month was a wonderful opportunity to celebrate your local museums, and a great success this year, marked by a message from the Lieutenant Governor of Ontario, Her Honour the Honourable Elizabeth Dowdeswell on International Museum Day on May 18th, and your proclamation alongside 12 other Municipalities.

May is Museum Month also reached over 2.4 million people on social media, encouraging Ontarians and visitors alike to explore and experience our unique shared identity and history in every region of Ontario. The Ministry of Tourism, Culture, and Sport tourism website, Destination Ontario (ontariotravel.net), featured museums in the month of May, and also promoted May is Museum Month through their tourism ambassadors, Regional Tourism Organizations, and social media. The online success of May is Museum Month is a great example of how Ontario museums reach out to the world through their digital presence and engage visitors wherever they are.

Did you know?

- Museum websites across Ontario receive **93.5 million visits** each year!
- Ontario museums saw a **15% increased-in person visits** over the past five years, faster than population growth, and a *52% increase in online visits to plan for in-person visits*.
- Two thirds of museums focus primarily on local community and history;
- Ontario's museums showcase the unique identities and communities within each region throughout our province and welcome **19.4 million visits** per year!

Join us at AMO!
The Ontario Museum Association invites you to join us at the Association of Municipalities of Ontario (AMO) Conference Tradeshow in Ottawa, August 18 and 19; come by booth 526 to say hello! If you have any questions, contact me any time by email at mlalonde@museumsontario.ca

Sincerely,

Marie L. Lalonde

Marie Lalonde
Executive Director
Cc: Regan Benner, Museum Supervisor, Lucan Area Heritage & Donnelly Museum
Amy Cubberly, Curator & Archivist, St Marys Museum, Huron-Perth-Middlesex Museum Network

Township of
Lucan Biddulph
JUL 22 2019
Received

50 RUE BALDWIN STREET | TORONTO ONTARIO | M5T 1L4 | CANADA
TEL/TÉL.: 416-348-8672 | TF/S.F.: 1-866-OMA-8672 | FAX/TÉLÉC.: 416-348-0438
EMAIL/COURRIEL: OMA@MUSEUMSONTARIO.CA | MUSEUMSONTARIO.CA OR/OU MUSÉESONTARIO.CA

ONTARIO MUSEUM ASSOCIATION
MUSÉES DE L'ONTARIO

AUSABLE BAYFIELD CONSERVATION
CREATING AWARENESS | TAKING ACTION

July 20, 2018

Ron Reymer, CAO/Clerk
Township of Lucan Biddulph
Box 190
Lucan, ON N0M 2J0

Re: ABCA Five Year Forecast

Adelaide Metcalfe

Bluewater

Central Huron

Huron East

Lambton Shores

Lucan Biddulph

Middlesex Centre

North Middlesex

Perth South

South Huron

Warwick

West Perth

At the July 18, 2019 Ausable Bayfield Conservation Authority (ABCA) Board of Directors meeting, the Board approved the attached 2020 - 2024 Five Year Forecast. The Board asked that the Forecast be sent to our member municipalities for information purposes. Each year ABCA staff put together a list of projects that are needed or could be done over the next five years.

In preparing the forecast, we ensure the general operations and projects are in line with *The Path Travelled: Watershed Management Strategy (2015)* and consistent with our Mission and Vision as presented in *The Path Forward: Your Community Conservation Strategy (2011)* for the Ausable Bayfield watersheds.

Mission – *Protect, improve, conserve, and restore the watershed in partnership with our community.*
Vision – *Healthy watersheds where our needs and the needs of the natural environment are in balance.*

While the 2020 forecast may not be identical to what you will see in the proposed 2020 budget later this year, it will be used as a benchmark for initial preparations. The Forecast indicates a proposed 4.03% increase in the General Levy over the next five years and a 2.31% decrease on the Project Levy. The combined levy increase is forecasted at 3.61% on average over the next five years. Enclosed are the following schedules:

- Schedule 1 Combined Levy
- Schedule 2 General Levy Summary by Department Groupings
- Schedule 3 Summary of Project Levy Ongoing and Phased
- Schedule 4 Summary of New Projects
- Schedule 5 Summary of $'s to Reserves and Capital Expenditures
- Schedule 6 Summary of $'s from Reserves
- Schedule 7 Proposed Five Year Forecast 2020 – 2024 Consolidated

Should you have any questions regarding the components of the ABCA Five Year Forecast, please contact the undersigned.

Yours truly,

AUSABLE BAYFIELD CONSERVATION AUTHORITY

Brian Horner, CPA,CA
General Manager/Secretary-Treasurer

Encl.
cc: ABCA Director

Schedule 1

Ausable Bayfield Conservation Authority
Approved Five Year Forecast 2020 - 2024

July 18 '19

Account	Approved 2019 Budget	Proposed Five Year 2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	5 Year % Average Increase
General Levy	$998,637	$1,121,321	$1,149,763	$1,176,133	$1,193,889	$1,212,058	
Project Levy	$325,503	$374,524	$376,608	$371,017	$368,121	$361,561	
	$1,324,140	$1,495,845	$1,526,371	$1,547,150	$1,562,010	$1,573,618	**3.61**

Schedule 2

Ausable Bayfield Conservation Authority
Approved Five Year Forecast 2020 - 2024

July 18 '19

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	5 Year % Average Increase
General Levy							
Corporate Services	594,892	620,942	630,324	639,841	649,402	659,313	**2.08**
Education	87,733	114,122	116,269	118,449	120,661	122,907	**7.51**
Flood Plain Mgt	100,713	133,221	135,621	138,056	140,527	143,033	**7.89**
Environmental Monitoring	181,689	191,930	194,962	198,041	201,167	204,343	**2.39**
DWSP	0	0	0	0	0	0	
Property Management	(0)	0	0	0	0	0	
Recreation	(0)	12,543	12,026	20,288	19,836	19,362	
Stewardship	26,025	36,532	48,529	49,441	50,369	51,314	**15.77**
Vehicle and Equipment	0	0	0	0	0	0	
Amortization	4,171	4,681	4,667	4,637	4,437	4,396	**1.21**
Capital/Reserve	3,400	7,350	7,364	7,380	7,488	7,389	**23.35**
	998,623	**1,121,321**	**1,149,763**	**1,176,133**	**1,193,888**	**1,212,058**	**4.03**

Schedule 3

Ausable Bayfield Conservation Authority
Approved Five Year Forecast 2020 - 2024

July 18 '19

Account	Project #	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	
Project Levy								
Ongoing Projects								
C.A. Mapping & Geoportal Maintenance	5120	2,800	2,364	3,393	3,441	3,489	3,538	
Core Dataset Update	5121	26,000	24,806	31,117	29,075	29,507	29,946	
Enhanced Water Quality Monitoring	5159	32,800	36,965	37,506	38,055	38,612	39,177	
Fisheries & Drain Assesments	5140	21,500	21,818	22,141	22,469	22,801	23,139	
Low Water Response	5155	5,000	5,100	5,202	5,306	5,412	5,520	
Spills Response	5158	2,000	2,026	2,053	2,080	2,108	2,136	
Port Franks Ice Mgt. & Erosion Control	4401 & 4403	2,544	2,902	2,931	2,962	2,992	3,023	
Water Monitoring	5152, 5154, 5157	57,494	62,249	63,168	64,100	65,047	66,007	
Sub Total Ongoing Projects		**150,138**	**158,230**	**167,512**	**167,488**	**169,968**	**172,485**	**2.84**
Phased Projects								
Ausable River Recovery	5170 & 5171	21,400	20,945	21,846	22,760	23,688	24,629	
Morrison & Parkhill Dam Safety - WECI	4271 & 4272	17,275	2,001	5,621	1,125	4,499	0	
CA Maintenance & Upgrades	6599	19,100	19,535	19,916	20,420	20,696	21,029	
Natural Heritage Systems Update	5104	5,500	10,000	10,131	10,427	10,728	11,033	
Regulations Mapping and Policy Update	5123 & 5136	0	11,014	30,000	20,000	0	0	
Admin Centre Upgrade Accesibility (Elevator)	1020	5,000	5,000	5,000	5,000	5,000	5,000	
Community Groups - Water Sampling	5191	13,900	14,507	14,718	14,932	15,150	15,370	
Management of Invasive Species on ABCA Land	6050	5,741	5,970	6,051	6,133	6,216	6,300	
Watershed Report Cards	5198	16,000	16,600	16,306	16,548	16,793	17,042	
Shoreline Management - Education	5122	6,200	5,000	5,071	5,144	5,217	5,292	
Flood Forecasting & Warning System	5129	10,000	27,384	8,000	22,000	0	0	
Sub Total Phased Projects		**120,115**	**137,956**	**142,661**	**144,489**	**107,987**	**105,696**	**(1.57)**
Total Ongoing and Phased		**270,253**	**296,185**	**310,172**	**311,977**	**277,955**	**278,182**	**0.82**

Schedule 4

Ausable Bayfield Conservation Authority
Approved Five Year Forecast 2020 - 2024

July 18 '19

Account	Project #	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	
New Projects								
Admin Centre - Back up Generator	1020	27,500	0	0	0	0	0	
Admin Centre - Major Capital Mtce.	1020	7,750	8,000	10,000	10,000	9,000	0	
General WECI	4172 & 4272	0	1,266	1,288	1,302	1,320	1,337	
Stewart Gully WECI	4173	0	500	0	0	0	0	
Subwatershed Study	5110	0	5,450	5,543	5,637	5,733	5,831	
Watershed Based BMP Evaluation	5115	0	5,450	5,543	5,637	5,733	5,831	
Farm Monitoring Demo - Huronview	5116	15,000	20,000	21,000	22,000	23,000	24,000	
Stream Gauge - Nairn	5132	0	0	4,500	0	0	0	
Sinkhole Study Annual Costs & Investigation	5124	4,000	6,262	6,347	6,434	31,522	31,611	
Municipal Drain File Scanning	5125	0	5,000	5,000	0	0	0	
National Disaster Mitigation Program	5128	1,000	0	0	0	0	0	
Stormwater Management Policy Review	5126	0	20,000	0	0	0	0	
ARR Monitoring & Community Action (Wetlands)	5173	0	6,410	7,214	8,030	8,857	9,697	
Natural Heritage SAR Inventory	6055	0	0	0	0	5,000	5,073	
Sub Total New Projects		**55,250**	**78,338**	**66,435**	**59,040**	**90,165**	**83,379**	**12.13**
Total		**325,503**	**374,523**	**376,608**	**371,017**	**368,121**	**361,561**	**2.31**

Schedule 5

Ausable Bayfield Conservation Authority

Approved Five Year Forecast 2020 - 2024

July 18 '19

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast
Capital/Reserve						
To Reserve						
Reserve Funded by General Levy $						
Maintaining Existing Structures	0	4,000	4,000	4,000	4,000	4,000
Specific Amortization - Building	2,900	2,850	2,864	2,861	2,837	2,709
Specific Amortization - Linear Assets	631	1,141	1,141	1,141	1,141	1,141
Specific Amortization - Land Improvements	453	453	453	453	391	389
Specific Amortization - Office furniture & Fixtures	237	237	223	212	206	196
Floodplain Structures - Annually	3,350	3,350	3,350	3,350	3,350	3,350
	7,571	12,031	12,031	12,017	11,925	11,785
Funded by other $'s						
Floodplain Spec. Benefitting & Grant	15,150	15,150	15,150	15,150	15,150	15,150
Morrison Line Pedestrian Bridge Sp. Ben.	0	0	0	0	0	0
Vehicle Reserve - Internal Operations	47,488	0	0	0	27,539	0
Office Expansion - Capital Levy Repayments	28,599	28,599	0	0	0	0
Accessibility - Requirements (Elevator)	5,000	5,000	5,000	5,000	5,000	5,000
Parkhill Toe Drain Repair work Repayment	24,848	0	0	0	0	0
	128,623	**60,780**	**32,167**	**32,137**	**59,474**	**31,896**
Capital						
Vehicle/Equipment Purchases						
Miscellaneous	0	0	12,176	12,865	15,000	6,770
CA Signage	4,500	0	0	0	0	0
Admin. Centre - Accessibility Renovation			75,000	150,000	50,000	0
1996 Large JD Tractor Replacement	0	65,000	0	0		
2011 Dodge Ram Replacement		0	40,000	0	0	
2013 Ford F350 Replacement	0	0			0	47,500
2010 Ford F150 Replacement	0	0		40,000	0	0
	4,500	**65,000**	**127,176**	**202,865**	**65,000**	**54,270**
IT purchases funded through operations	15,800	10,900	11,900	14,500	24,400	17,300
	20,300	**75,900**	**139,076**	**217,365**	**89,400**	**71,570**

Schedule 6

Ausable Bayfield Conservation Authority

Approved Five Year Forecast 2020 - 2024

July 18 '19

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast
From Reseres						
Dep #1010 - Back Up Generator	27,500	0	0			
Dep #1020 - Accessibility Improvements			37,500	75,000	25,000	
Dep #1031 - Information Technology	3,930	0	0	0	9,989	0
Dep #5123 - Watershed Photography	0	0	0	0	0	0
Dep #80 - Vehicle & Equipment	0	23,055	10,858	12,182	0	12,384
Dep #6599 - C.A. Major Maintenance	0	10,000	10,000	0	0	0
Dep #1020 - Annex Furnace & Admin. Parking Lot	7,750	0	0	0	0	0
Dep #5132 - Exeter Stream Gauge Replacement	15,000	0	0	0	0	0
Dep #6020 - Farm Land	62,867	59,755	60,544	61,343	62,153	62,974
	117,047	**92,811**	**118,902**	**148,525**	**97,142**	**75,357**

Schedule 7

Ausable Bayfield Conservation Authority
Approved Five Year Forecast 2020 - 2024

July 18 '19

Account	Approved 2019 Budget	Proposed Five Year 2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	5 Year % Average Increase
ABCA - 5 Year							
REVENUE							
Revenue from Operations							
Grant	$611,655	$318,457	$340,526	$310,096	$373,666	$355,738	(6.85)
Levy, General	$998,637	$1,121,321	$1,149,763	$1,176,133	$1,193,889	$1,212,058	4.03
Levy, Projects	$325,503	$374,524	$376,608	$371,017	$368,121	$361,561	2.31
Levy, Capital	$28,599	$28,599	$0	$0	$0	$0	0.00
Levy, Special Benefit	$80,329	$81,303	$90,486	$83,686	$84,904	$86,140	1.58
Levy, Special Benefit, WECI	$117,424	$14,301	$20,727	$7,280	$17,458	$4,011	(8.99)
Rental	$69,011	$68,625	$69,567	$61,723	$62,584	$63,462	(1.53)
Conservation Area User Fees	$80,150	$76,442	$77,105	$79,313	$81,069	$83,369	0.83
Sales & Service	$661,178	$655,650	$663,473	$673,088	$683,817	$692,499	0.93
Donations	$1,210	$203	$205	$208	$211	$214	(15.59)
Interest	$16,000	$16,585	$16,764	$17,017	$17,224	$17,404	1.70
Partnership Contributions	$460,358	$395,908	$454,332	$508,520	$455,250	$367,641	(3.41)
Deferred from Prior Year	$874,795	$285,802	$190,316	$186,838	$181,138	$173,347	(21.98)
From Reserve	$117,047	$92,811	$118,902	$148,525	$97,142	$75,357	(4.94)
TOTAL REVENUE	$4,441,896	$3,530,531	$3,568,773	$3,623,444	$3,616,473	$3,492,800	(4.30)
EXPENSES							
Purchased Services	$529,708	$325,932	$328,089	$284,717	$372,271	$334,457	(6.09)
Advertising	$18,282	$17,760	$17,687	$17,899	$18,087	$18,261	(0.01)
Memberships, Dues, Licenses	$62,152	$56,605	$57,084	$57,722	$58,541	$58,725	(1.05)
Maintenance & Repair	$205,622	$24,080	$37,739	$18,401	$12,565	$12,731	(22.64)
Property Taxes	$62,294	$63,117	$63,950	$64,794	$65,649	$66,516	1.32
Office Operations	$156,770	$137,077	$129,226	$129,408	$130,210	$130,817	(3.41)
Rental	$14,498	$12,316	$12,089	$12,161	$12,142	$12,067	(3.41)
Training and Development	$22,035	$16,631	$16,784	$16,987	$17,193	$17,401	(3.99)
Travel Costs & Accom	$24,148	$19,094	$19,031	$19,187	$19,333	$19,474	(3.79)
Uniforms	$8,946	$7,859	$7,922	$8,015	$8,106	$8,197	(1.58)
Utilities	$44,919	$45,065	$45,578	$46,165	$46,732	$47,288	1.03
Vehicles & Field Equipment	$124,125	$99,543	$99,236	$102,940	$102,161	$103,414	(3.18)
Program Costs	$327,435	$243,422	$254,093	$274,382	$267,821	$211,614	(7.33)
Board of Director's	$19,830	$19,538	$19,681	$19,934	$20,117	$20,257	0.43
Wages & Benefits	$2,386,406	$2,115,495	$2,102,504	$2,120,091	$2,143,322	$2,163,909	(1.81)
Capital Purchase	$20,300	$75,900	$139,076	$217,365	$89,400	$71,570	66.92
Amortization	$164,408	$180,665	$186,081	$188,894	$184,152	$183,711	2.33
Deferred to Future Year	$285,802	$190,316	$186,838	$181,138	$173,347	$164,207	(9.57)
To Reserves	$128,623	$60,781	$32,167	$32,137	$59,475	$31,896	(12.24)
TOTAL EXPENDITURE	$4,606,303	$3,711,195	$3,754,855	$3,812,338	$3,800,624	$3,676,511	(4.06)
Surplus/(Deficit)	($164,407)	($180,664)	($186,082)	($188,894)	($184,151)	($183,710)	

AUSABLE BAYFIELD CONSERVATION
CREATING AWARENESS | TAKING ACTION

BOARD OF DIRECTORS

Thursday, July 18, 2019

Ausable Bayfield Conservation Authority Administration Centre
Morrison Dam Conservation Area

10:00 a.m.

AGENDA

1. Chair's Welcome
2. Adoption of Agenda
3. Disclosure of Pecuniary Interest
4. Disclosure of intention to record this meeting by video and/or audio device
5. Adoption of Minutes from June 20, 2019
6. Business Out of the Minutes
7. **Delegation -** Shoreline Management Plan Policy Exemption - Robert McCrea
8. **Program Reports -** ***Action Items***
   - Report 1: (a) Development Review (O Reg 147/06) - Meghan Tydd-Hrynyk
     (b) Violation/Appeals Update - Geoff Cade
   - Report 2: (a) Appointment of Auditor - Brian Horner
     (b) Appointment of Financial Institution
   - Report 3: Proposed Five Year Forecast (2020-2024) - Brian Horner
   - Report 4: Letter of Support - Senate Study on Soil Resources - Ross Wilson/Mari Veliz

   Program Reports - ***Information Items***
   - Report 5: Profit & Loss Statement to June 30, 2019 - Brian Horner
9. **Delegation -** Shoreline Management Plan Policy Exemption - Ed Jacques
10. **Presentation** - *Conservation Strategy - Lessons from Healthy Lake Huron* - Mari Veliz/Tim Cumming
11. **General Manager's Report**
12. **Committee Reports**
    - Water Response Team - Judith Parker
13. Correspondence
14. New Business
15. Committee of the Whole
16. Adjournment

UPCOMING MEETINGS AND EVENTS

- August 15 No Board of Directors Meeting
- August 26 South Huron Trail Golf Tournament
- August 29 Watershed Bus Tour for Directors
- Sept 22-25 Conservation Ontario Biennial Tour hosted by Niagara Peninsula CA

AUSABLE BAYFIELD CONSERVATION
CREATING AWARENESS | TAKING ACTION

MINUTES

BOARD OF DIRECTORS MEETING

Thursday, June 20, 2019

Ausable Bayfield Conservation Authority Boardroom
Morrison Dam Conservation Area

HEARING
Pursuant to Ontario Regulation 147/06
(Development, Interference with Wetlands and Alteration to Shorelines and Watercourses)

DIRECTORS PRESENT
Ray Chartrand, Doug Cook, Adrian Cornelissen, Bob Harvey, George Irvin, Dave Jewitt, Marissa Vaughan, Alex Westman

DIRECTORS ABSENT
Mike Tam

STAFF PRESENT
Bev Brown, Geoff Cade, Abbie Gutteridge, Davin Heinbuck, Brian Horner, Ian Jean, Daniel King, Judith Parker, Meghan Tydd-Hrynyk, Ross Wilson

OTHERS PRESENT
Eric Davidson

CALL TO ORDER
Chair George Irvin called the Hearing pursuant to Ontario Regulation 147/06, to order at 10:02 a.m. for consideration of Minor Works Application #2019-14. The Chair welcomed the applicant Eric Davidson.

The procedures for conducting the Hearing were stated and Chair Irvin asked Meghan Tydd-Hrynyk, Planning & Regulations Officer to provide details on the application.

Ms. Tydd-Hrynyk advised that the subject property is located in Sugarbush Campground, (Site #101) in the Municipality of Bluewater. The applicant proposes to replace an existing 32' x 8' (plus 12' x 2' tip out) trailer with a 39' x 12' trailer. The site is in the most flood prone area of the campground.

Following a major flood in 1996, two 3 foot culverts were replaced with 9 foot culverts in the campground to alleviate some of the flooding. ABCA staff have also worked with the campground owners to mitigate flooding issues by developing blanket permit conditions that allow varying construction activities in each of the Areas A, B and C. If the proposed works fall outside of the conditions, an additional permit would be required.

This proposed trailer exceeds the allowable 30% increase in foundation size to 68% within a floodplain. ABCA has a regulatory responsibility under Ontario Regulation 147/06 Section 3.17.3 regarding additions for habitable use where there is concern for flood depth and velocity under regulatory storm conditions. Neighbouring trailers have been permitted to move further away from the slope, increase the height of the structure so that it is above flooding level or have chosen to not increase the trailer size. This application does not comply with the ABCA's Policies and Procedures Manual for Administration of O. Reg. 147/06 and therefore staff recommend that Minor Works Application #2019-14 be denied.

The Chair asked Eric Davidson to make his presentation. He explained that the proposed trailer will be placed 40 feet from the watercourse and set parallel against the lot line where the existing trailer is located. He plans to elevate the trailer 30 inches above grade for flood proofing and install an earth anchor system designed for anchoring structures in a broad range of soil conditions. The feeling is there would be no greater risk on the site than what currently exists.

COMMITTEE OF THE WHOLE

MOTION #BD 41/19 **Moved by Alex Westman**
Seconded by Ray Chartrand

"RESOLVED, THAT the Board of Directors go into Committee of the Whole at 10:48 a.m. to discuss information presented in the Hearing, with Brian Horner and Judith Parker remaining in attendance."

Carried.

MOTION #BD 42/19 **Moved by Alex Westman**
Seconded by Dave Jewitt

"RESOLVED, THAT Committee of the Whole rise and report at 11:03 a.m."

Carried.

Those in attendance at the Hearing were invited back into the boardroom and the Chair asked the Board for a decision.

MOTION #BD 43/19 **Moved by Alex Westman**
Seconded by Dave Jewitt

"RESOLVED, THAT the Ausable Bayfield Conservation Authority Board of Directors not support the staff recommendation and approve Minor Works Application #2019-14 pursuant to Ontario Regulation 147/06 *Development, Interference with Wetlands and Alteration to Shorelines and Watercourses*, subject to conditions that the trailer be raised up 30 inches for floodproofing and there is installation of earth anchors, as proposed by the applicant."

Carried.

ADJOURNMENT
The Hearing was adjourned at 11:05 a.m. and the applicants left the boardroom. The Board moved into the regular Board of Directors meeting.

BOARD OF DIRECTORS MEETING

DIRECTORS PRESENT
Ray Chartrand, Doug Cook, Adrian Cornelissen, Bob Harvey, George Irvin, Dave Jewitt, Marissa Vaughan, Alex Westman

DIRECTORS ABSENT
Mike Tam

STAFF PRESENT
Bev Brown, Geoff Cade, Abbie Gutteridge, Davin Heinbuck, Brian Horner, Ian Jean, Daniel King, Judith Parker, Mari Veliz, Ross Wilson

OTHERS PRESENT
Bob Montgomery, CKNX Radio
Randy Oke and Steve Poortinga, Oke Woodsmith Building Systems Inc.
Paul & Karen Hernacki & family

CALL TO ORDER
Chair George Irvin called the meeting to order at 11:10 a.m. and welcomed everyone in attendance.

ADOPTION OF AGENDA

MOTION #BD 44/19 **Moved by Doug Cook**
Seconded by Bob Harvey

"RESOLVED, THAT the agenda for the June 10, 2019 Ausable Bayfield Conservation Authority Board of Directors meeting be approved."

Carried.

DISCLOSURE OF PECUNIARY INTEREST
There were no disclosures of pecuniary interest at this meeting or from the previous meeting.

DISCLOSURE OF INTENTION TO RECORD PROCEEDINGS
None

ADOPTION OF MINUTES

MOTION #BD 45/19 **Moved by Ray Chartrand**
Seconded by Dave Jewitt

"RESOLVED, THAT the minutes of the Board of Directors meeting held on May 22, 2019 and the motions therein be approved as circulated."

Carried.

BUSINESS OUT OF THE MINUTES
None

DELEGATION
Randy Oke, President of Oke Woodsmith Building Systems spoke on behalf of the Hernacki family who own a cottage at 33714 Bedard Court, Municipality of Bluewater. Oke Woodsmith Building Systems began designs for reconstructing the Hernacki family cottage in the summer of 2017 and were working through the permitting process with ABCA staff. In August 2018, ABCA staff were advised that the project was scheduled for construction in the spring of 2019. The delegation are requesting that the application submitted on April 9, 2019, be exempted from Development Guidelines in the *Shoreline Management Plan, 2019* as their project was designed to comply with the former *Shoreline Management Plan, 2000.*

MOTION #BD 46/19 **Moved by Dave Jewitt**
Seconded by Doug Cook

"RESOLVED, THAT the Board of Directors direct staff to review the Application for Permission submitted by Oke Woodsmith Building Systems for the Hernacki Family Cottage reconstruction project, as an existing application using *ABCA Shoreline Management Plan Development Guidelines, 2000.*"

Carried.

BUSINESS OUT OF THE MINUTES
Brian Horner, General Manager provided the Board with some options in meeting our responsibilities following the provincial funding reduction to the Section 39 Eligible Natural Hazard Management Grant.

MOTION #BD 47/19 **Moved by Adrian Cornelissen**
Seconded by Ray Chartrand

"RESOLVED, THAT the generator project be deferred to the future and the related funds be directed to fund the current year shortfall from Ministry of Natural Resources and Forestry, and

FURTHER, THAT staff look at other long-term funding possibilities as part of the 5-year forecast and 2020 budget process."

Carried.

PROGRAM REPORTS

1. (a) Development Review

Daniel King, Regulations Coordinator presented the Development Review report pursuant to Ontario Regulation 147/06 Development, Interference with Wetlands and Alterations to Shorelines and Watercourses. Through the application process, proposed developments within regulated areas are protected from flooding and erosion hazards. Staff granted permission for 8 *Applications for Permission* and 15 *Minor Works Permits*.

MOTION #BD 48/19 **Moved by Bob Harvey**
Seconded by Doug Cook

"RESOLVED, THAT the Board of Directors affirm the approval of applications as presented in Program Report # 1 - Development Review."

Carried.

2. Spring 2019 Tree Planting Program

Ian Jean, Forestry Specialist provided a summary of the spring tree planting program. There were 45,015 trees planted by individual landowners and ABCA planting crews. It was a cool, wet spring which is good for the trees but took 44 days to complete the planting. Funding assistance to support the costs of trees and planting comes from Habitat Stewardship Program, Huron Clean Water Project, Species at Risk Stewardship Funding, Ontario Soil and Crop Improvement Association programs, National Wetland Fund and Forests Ontairo.

3. Southern Watershed Fooding Event

Ross Wilson, Water and Soils Resource Coordinator gave an overview of the significant flooding event that happened on Saturday, May 25, 2019 in the southern watershed municipalities. ABCA gauges recorded 70 to 86 mm of rain falling within a two hour period. Weather forecasts were calling for 15-20 mm of rainfall. ABCA staff responded on-site to verify the nature and extent of the rainfall and watershed conditions. ABCA issued a Flood Warning message to the affected municipal flood coordinators. There was significant damage with washed out culverts and roads resulting in temporary road closures. The Cameron Gillies drain diversion channel, that protects Parkhill from the flood waters going through the town, was flowing bank full which is a rarity.

Adrian Cornelissen, director from Municipality of North Middlesex, expressed gratitude to the ABCA staff involved during the flooding event, for their constant communication with municipal staff in providing information on potential flooded areas.

GENERAL MANAGER'S REPORT

Brian Horner provided a written report with a brief update on the progress of various projects, staff training, upcoming meetings or events and general activities over the previous month.

COMMITTEE REPORTS

MOTION #BD 49/19 **Moved by Doug Cook**
Seconded by Alex Westman

"RESOLVED, THAT the minutes of the Arkona Lions Museum Management Committee meeting held May 13, 2019 and the motions therein be approved as circulated."

Carried.

CORRESPONDENCE

a) Reference: WECI Funding
File: W. 3.16.1
Brief: Correspondence from Ministry of Natural Resources and Forestry advising that the Water & Erosion Control Infrastructure (WECI) committee approved funding for the Parkhill Dam Safety Log Boom project and Morrison Dam Safety Log Boom project at the 50% provincial share of $26,250.00.

b) Reference: Thank you
File: P.1.7
Brief: Letter of appreciation from Meghan Glavin, Co-op Student from St. Anne's Catholic Secondary School, for the opportunity to work with ABCA staff and gain experience in various departments.

c) Reference: Parkhill Conservation Area
File: R.1.10.2
Brief: Correspondence from Elaine Murray expressing concern that the Strathroy Flying Farmers are allowed to use the Parkhill Conservation Area for flying model planes. A response will be sent to Ms. Murray advising that the group has a Special Use Permit that is reviewed annually.

NEW BUSINESS

1. Staff will being planning a watershed bus tour on Thursday, August 29, 2019 from 9 a.m. to 3 p.m. Board members are invited to attend and suggest potential points of interest.

2. For future delegations, the presentation information will be included with the agenda for the directors to review before the meeting.

ADJOURNMENT
The meeting was adjourned at 12:40 p.m.

George Irvin
Chair

Judith Parker
Corporate Services Coordinator

Copies of Program Reports are available upon request.
Contact Judith Parker, Corporate Services Coordinator.

AUSABLE BAYFIELD CONSERVATION
CREATING AWARENESS | TAKING ACTION

General Manager's Report
July 18, 2019

Prepared for the Board of Directors
by Brian Horner

Introduction
I am pleased to provide the Board of Directors with a brief update on ABCA projects, programs, new partnerships, funding opportunities and activities over the past couple of months. This report also includes information about Conservation Ontario and some of its activities on behalf of Ontario's 36 conservation authorities. If you have any questions please call me. *Note:* This is not an inclusive list – only some highlights.

Conservation Ontario
Conservation Ontario is the network of 36 Conservation Authorities, local watershed management agencies that deliver services and programs that protect and manage water and other natural resources in partnership with the government, landowners and other organizations. Conservation Authorities promote an integrated watershed approach balancing human, environmental and economic need. Conservation Authorities are organized on a watershed basis.

1. Cabinet Shuffle – On June 20 the Premier announced that Hon. Jeff Yurek, representing Elgin-Middlesex-London, is the new Minister of Environment, Conservation and Parks. Hon John Yakabuski, representing Renfrew-Nipissing-Pembroke, remains the Minister of Natural Resources and Forestry.
2. Bill 108. *More Home More Choice Act 2019*, reached Royal Assent on June 6, 2019 and included a new category of mandatory programs and services that the Lieutenant Governor in Council could prescribe within one year of the mandatory programs and services being enacted. The transition period being considered is 18 – 24 months. The Province is currently proposing 4 – 8 year terms for non-mandatory programs and service agreements between CAs and municipalities.

Projects, Programs and Studies
1. Staff submitted and were successful with a funding application for the new Federal and Fisheries and Oceans – Canada Nature Fund. This multi-year funding in the amount of $675,000 over four years will support on-going projects that will benefit aquatic species at risk in the Ausable River watershed. The work plan includes, tree planting, wetland restoration, bio-monitoring of SAR fishes, mussels and habitat to name a few.
2. Mari Veliz is working with Environment and Climate Change Canada to deliver a review of outreach activities along the south east shore of Lake Huron regarding shoreline processes.
3. Mari Veliz and Hope Brock are helping Huron County plan an International Joint Commission meeting for August 7 in Goderich.
4. Conifer Plantation thinning is scheduled for this summer at 3 ABCA properties in Hay Swamp. (Rowe, Penhale and Cameron Tracts). While the operations are underway the individual property will be closed to the public due to safety considerations.

Training

1. A number of staff attended a training session at UTRCA entitled “Client-Centric Customer Service Training”. The training was the first of eight regional training sessions being put on by CAs to help implement a consistent client-centric CA review and approval process across the province.
2. A number of staff were trained on Class 2 backpack electrofishing training.

Meetings and Special Events

1. Summer Nature Day Camp to be held July 22-26 Ages 10-12 (Adventures) still has three openings. For those that are interested in registering or volunteering please contact Denise Iszczuk or Nina Sampson in our Education Department.
2. As part of the Lambton Heritage Museum Speaker series a number of staff members have made presentations. Hope Brock May 23 (*an Introduction to Ontario Turtles*), Mari Veliz June 5 (*Great Lakes need Great Watersheds*) and Kari Jean July 9 (*Feisty Fish and Mighty Mussels*)
3. The Junior Conservationist summer student has been hired. Taylor Roth, from the Kippen area, will be filling the eight week position that is funded by the Ausable Bayfield Conservation Foundation.
4. A provincial Drinking Water Source Protection Chair’s teleconference was held on June 26. Topics included discussions on current and future funding of the program. Current March 2020 agreements have been submitted and while tentatively approved nothing has been signed and as a result no payments have been made.
5. The Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee (SPC) meeting scheduled for June 26 was postponed from June 26 to July 31 as the guest speaker from OMAFRA was unable to attend.
6. The Education Department had a very busy month of June with close to 60 in-class or field trip programs including butterfly garden planting at East Williams Public School and a Yellow Fish Road event with Seaforth area students.
7. Brian Horner attended the Conservation Ontario, quarterly meeting on June 24 in Toronto. Agenda topics included discussions on Bill 108 and guidance moving forward.
8. A successful dedication ceremony for the newly acquired Heaman Tract at Ailsa Craig was held on June 3. Janet Heaman donated a 5.5 acre property along the Ausable River to the Huron Tract Land Trust Conservancy in memory of her husband Jack.
9. The Huron and Area Search & Rescue (HASAR) held a training exercise at the Bannockburn CA on June 26 and a larger exercise will take place at Morrison Dam CA on July 20 beginning at 10 am. There is no impact on the public or our lands during these training exercises.

Board of Directors Meeting Highlights
Held on July 18, 2019 at 8:30 AM
at the Material Recovery Facility Board Room

Bluewater Recycling Association

What's Happening in the Waste Management Industry?

The extract below summarizes the challenges our industry has been faced with from an Ottawa region 25 year old organization.

"I regret to inform you that as of Sunday, June 23rd, Beaumen Waste Management Systems Ltd is permanently closed. All blue box, garbage and ICI collection services and blue box MRF processing operations will stop as of Sunday June 23rd. The gates are locked and no new blue box material will be accepted.

The hostile market conditions that led to the Beaumen closure are as follows:

1. Acute driver shortage in the summer of 2017 resulted in total driver wage costs increasing 23.4%

2. Minimum wage increase on January 1, 2018 resulted in total plant worker wage costs increasing 28.5% including all payroll taxes and employee benefits

3. Acute used garbage and recycle truck shortage started in the spring of 2018. The order wait time for new garbage and recycling trucks ranges from 6 months to 13 months. Quality used garbage trucks have not been available for the last 18 months.

4. Building insurance costs double in summer of 2018. This increase in rates is attributed in part as a result of several Ontario MRFs suffering major fires over the past few years.

5. China phases out of purchasing blue box recyclables materials starting as of July 1, 2018, resulting in recycled paper dropping from $96 per MT in January 2018 to -$40 per MT as of June 24, 2019, cardboards also drops from $170 per MT in January 2018 to $79 per MT as of June 2019.

6. The final straw, Fleet truck insurance to increase a minimum of 150% starting July 1, 2019."

Beaumen's experience is typical in our industry and the Association is not immune from those challenges. The decisions we make along the way have an impact on our ability to meet these challenges. For example, we chose to move to an automated collection system in 2008 to in part enable us to access a wider range of driver to alleviate the extreme shortage everyone is facing today. We have struggled but the strategy has worked for us. The Association was already paying above minimum wage so that impact was minimal on us other than affecting the pool of labour available.

We replace part of our fleet annually. As soon as we saw the order timeline extend beyond a year, we preordered our vehicles. Our last order was placed 22 months in advance.

The insurance costs did take us by surprise this year. When the largest broker in the world could not deliver affordable coverage, we have managed to secure a deal from an industry specialist we had nurtured for a rainy day.

Commodity markets as a result of China's policy changes remain difficult, but our quality material keeps moving at a higher price than other in our industry as a result of our timely investments.

Transition of the Blue Box Program to Full Producer Responsibility

Ontario is now well positioned to transfer the Blue Box Program to a full producer responsibility model, which would better allow producers to effectively and accountably promote waste diversion, better manage the handling of products and packaging at the end-of-life stage, and reduce the financial burden on taxpayers.

A timely and orderly transition within an open and competitive Producer (PRO) marketplace, should support open procurement and competitive pricing, which OWMA considers to be vital to ensuring transparency, oversight and accountability. Timely transition will also ensure producers have an effective incentive to affect positive environmental and economic outcomes through driving higher waste reduction and diversion outcomes.

We offer the following recommendations and principles for consideration in your final report:

1. Protecting and Enhancing Accessibility to the Blue Box Program

A key concern for the Blue Box Program transition is ensuring continued, seamless access to recycling services for Ontario residents who currently have access to the program. Currently, there is a robust blue box collection system in Ontario, delivered largely through service contracts between municipalities and private sector waste management companies. Following transition to full producer responsibility, it will be vital for the Regulation governing the Blue Box Program to require at least the same level of recycling services to Ontarians. This can be accomplished through:

a) Sufficiently high recycling targets for producers to ensure that rural, remote and other underserviced communities are provided access to the Blue box Program, beyond larger urban centres.

b) Regulatory requirements that mandate all existing Blue Box programs be continued and financially supported by producers.

c) Regulatory requirements to define approved diversion programs for designated materials, and to set and enforce diversion targets for recyclable materials. Regulation should also require producers to recover products from any communities or markets in Ontario that their products are sold or distributed.

To accomplish a seamless transition and continued Blue Box Program accessibility, the government could also, by regulation, establish an oversight function (example: a clearinghouse, or a facilitation role delivered through the Resource Productivity & Recovery Authority [RPRA]) to effectuate producer-service provider relationships and expedite the transfer of recycling collection, sorting and processing services to the new producer responsibility model across the province. This oversight function must also ensure compliance of producers with funding and providing Blue Box Program service to every customer who currently has access to this service across Ontario.

2. Verifying that Blue Box Materials are Recycled Another key concern for the program's transition is that customers requiring waste collection and recycling services are often unable to verify how their materials are being managed while governments continue to struggle with gathering and verifying the data needed to track the program's progress. Residents who have access to the Blue Box Program must be assured that collected and/or processed materials are being diverted from disposal.

To help address this issue, the OWMA worked with the Canadian Standards Association (CSA) to develop SPE-890: A Guideline for Accountable Management of End-of-Life Materials,

which was released in 2015 to improve the collection of data and ensure the sustainable management of recyclables.

Organizations that receive verification under this guideline must adhere to a common set of definitions, report performance rates and undergo third-party data audits to ensure accuracy. Meeting these requirements strengthens the reputation of verified businesses while giving them the ability to provide detailed information to their customers to assist in making more effective decisions on recycling and organics diversion. A copy of the guideline is available from CSA's website (https://store.csagroup.org).

OWMA recommends that the CSA Guideline be embedded in the new Regulation governing printed paper and packaging and the Blue Box Program. This will set a framework with standards for ensuring that Blue Box materials that are collected and processed are actually recycled, as the users of the Blue Box system expect.

3. Keeping Investment and Jobs in Ontario

There is significant need and potential to develop local economic markets for recycled materials here in Ontario. While Ontario benefits from jobs and economic opportunities associated with collection and processing of recyclable materials, there is little done to incent the use of these materials in manufacturing new products in our province. As a result, a large percent of these recycled commodities are exported, where foreign companies reap the economic opportunities that Ontarians, in effect, subsidize.

Under full producer responsibility model that sets accountability on an individual basis, a functioning open marketplace will result in competitive negotiations, lower costs, and innovation in better end-of life management of products. Fostering a supportive, Open-For-Business environment in Ontario will encourage an economic model where products are sold, consumed, collected and re-made into new products here in our province.

To harness the full economic value of recycling in Ontario, the following are recommended:

a) Mandatory Amount of Recycled Content Producers should be regulated to include a mandatory amount of recycled content into the products and packaging they generate. Recycled content requirements could be phased in over time from both an overall perspective and a material-specific perspective where factors way vary the feasibility of recycled content requirements. Manufacturing products with recycled content would result in additional investment in collection, sorting and processing infrastructure and employment.

b) Reducing Regulatory Barriers and Red Tape for Waste Service Providers Owners and operators of waste management collection, sorting and processing facilities current face regulatory requirements and financial barriers that often hinder efforts to promote recycling and resource recovery from waste. Requirements for these service providers, including the requirement to obtain Financial Assurance, and Environmental Compliance Approvals for waste management, including hauling, storage, processing, recycling, diversion and disposal, are set out in the Environmental Protection Act and its regulations. The following recommendations will help reduce these barriers:

- Restructure financial assurance in Ontario and move it to a risk-based pooled fund model. Currently, financial assurance is specific to a property, facility, or activity. Site-specific financial assurance does not provide the flexibility necessary to address the potential remediation risk within the waste sector.

• Adhere to a one-year service standard for Environmental Compliance Approvals (ECAs) by setting consistent guidelines for submission materials, and reducing the time and setting maximum periods before which Ministry staff request comments and information from applicants, during the process.

• Expand use of the Environmental Activity and Sector Registry (EASR) system to deal with waste processing facilities approvals for printed paper and packaging material recovery facilities (MRFs), and transfer stations. These facilities are well understood by the government and the types of conditions placed on them are already relatively standardized. The EASR system, where deemed necessary, could allow for a simplified and lower cost range of assessment.

AMO Position on EPR

The Association of Municipalities of Ontario continues to advocate EPR with a set of issues that has remained fairly constant since the concept was first presented. These issues are primarily:

1) Possible Stranded Assets
2) Municipalities want fair opportunity to bid on processing services
3) Better for consumers / taxpayers to use existing collection bins, carts etc. especially initially
4) Materials designated should be inclusive (e.g., primary & secondary packaging, transport packaging delivered to residential sources, and packaging like products or single use items)
5) Concern would be to exclude certain materials such as compostable packaging which may create perverse outcomes
6) Goal is to build on where we are rather than regress
7) Ideally a regulation would accommodate for community buildings (community centres, sports facilities, public schools & parks) that are publicly owned, and the streetscape associated with Business Improvement Areas. Population and density should be considered as they are for the used tire regulation to establish accessibility
8) Believe this can be achieved through accessibility targets in a regulation accompanied with a high diversion targets. Producers should be afforded some flexibility in how they achieve
9) Goal should be to ensure greater inclusion of multi-unit residential and unique circumstance single family (e.g. on private roads) however understand consideration to build on current base during a transitionary period
10) Understand may need to be a ramp up but ideally we are moving towards more material specific targets. EU has established categories that Ontario potentially could follow (e.g. A 90% separate collection target for plastic bottles by 2029 (77% by 2025) and the introduction of design requirements to connect caps to bottles, as well as target to incorporate 25% of recycled plastic in PET bottles as from 2025 and 30% in all
11) Definition of Recycling Broaden to allow composting to be acceptable
12) Chemical recycling –product vs fuel
13) Willing to consider allowance for some energy as long as it does not impact current markets

The municipal position on the timeline as been to have well planned but timely transition to avoid duplications of services, limit stranded assets, and make the user experience seamless. As such the approach promoted is a 5 year transition as outlined in the table below.

Potential Timeline to Transition

Step 1 - Minister Initiates Regulation	**2019** Q1 Q2 Q3 Q4	**2020** Q1 Q2 Q3 Q4	**2021** Q1 Q2 Q3 Q4	**2022-2024**
Regulatory Changes	**Step 2** - Consultation on Approval of New PPP Regulation & Changes to Regulation 101/94	**Step 3** - Regulatory start-up period (e.g. registration, municipalities self-identify, planning)	**Step 4 & 5** - Requirements come into effect for producers to meet targets for municipalities that have self-identified. Self-identification process continues.	
Blue Box Program Plan	Blue Box Program continue and rules under Regulation 101/94.		BBPP continue and rules under Regulation 101/94 for those not transitioned.	

Provincial Organics Stakeholder Committee

The Province has formed this committee at the direction of the Minister to delve more deeply into technical issues on management of food and organic waste and to come up with recommendations and advice that can be implemented.

They are going to organize the work in three technical working groups and have asked each stakeholder group to nominate a max of 2 representatives as subject matter experts to the working groups. The technical working groups are:

Compostables - Recommendations on a path forward for compostable products and packaging in Ontario

Food and Organic Waste - Recommendations on priority areas for guidance to support implementation of the Food and Organic Waste Policy Statement

Modernization of Organic Waste Permissions – Identification of regulatory barriers preventing innovative solutions to the management of food and organic waste

The intent is to get a mix of folks who already operate programs as well as those who are going to be required to implement organics programs. As well as a mixture of those using composting, anaerobic digestion and windrow composting technologies.

As with everything right now on the waste file, the timing is extremely tight.

Cabinet Shuffle

Recently, Premier Ford announced a major cabinet shuffle. Jeff Yurek, MPP for London-Elgin-Middlesex, was appointed as Minister of Environment, Conservation and Parks. Former Environment Minister Rod Phillips was appointed as Minister of Finance.

Jeff Yurek is a pharmacist by profession, and was first elected as MPP in 2011. He has served in various roles in government including PC Health Critic, Natural Resources and Forestry Critic, and Transportation and Auto Insurance Reform Critic, Minister of Natural Resources and Forestry, and most recently as Minister of Transportation.

The new cabinet, is as follows:

- Premier and Minister of Intergovernmental Affairs - Doug Ford
- Deputy Premier and Minister of Health - Christine Elliott
- Associate Minister of Mental Health and Addictions - Michael Tibollo
- Minister of Long-Term Care - Merrilee Fullerton
- Minister of Finance - Rod Phillips
- Minister of Economic Development, Job Creation and Trade and Chair of Cabinet - Vic Fedeli
- Associate Minister of Small Business and Red Tape Reduction - Prabmeet Sarkaria
- Minister of Municipal Affairs and Housing - Steve Clark
- Solicitor General - Sylvia Jones
- Minister of Environment, Conservation and Parks - Jeff Yurek
- Minister of Children, Community and Social Services - Todd Smith
- Associate Minister of Children and Women's Issues - Jill Dunlop
- Minister of Labour - Monte McNaughton
- Attorney General - Doug Downey
- Minister of Transportation and Minister of Francophone Affairs - Caroline Mulroney
- Associate Minister of Transportation (GTA) - Kinga Surma
- Minister of Training, Colleges and Universities - Ross Romano
- Minister of Education - Stephen Lecce
- President of the Treasury Board - Peter Bethlenfalvy
- Minister of Natural Resources and Forestry - John Yakabuski
- Minister of Energy, Northern Development and Mines, and Minister of Indigenous Affairs - Greg Rickford
- Associate Minister of Energy - Bill Walker
- Minister for Seniors and Accessibility - Raymond Cho
- Minister of Agriculture, Food and Rural Affairs - Ernie Hardeman
- Minister of Infrastructure - Laurie Scott
- Minister of Tourism, Culture and Sport - Lisa MacLeod
- Minister of Government and Consumer Services - Lisa Thompson
- Government House Leader - Paul Calandra

Chinese Port Shuts Out Scrap Metal Imports 3 Days Before New Restrictions Take Effect



The Chinese port of Sanshan stopped accepting scrap metal imports three days before the tightened metal import regulations were set to take effect on July 1.

The shutdown appears to be due to considerable stockpiles of metal from importers attempting to beat the deadline, Joe Pickard, chief economist and director of commodities at the Institute of Scrap Recycling Industries (ISRI), told Waste Dive.

There is no indication of when the port will reopen to accept scrap metal under the new restrictions. Other Chinese ports do not appear to be affected.

Scrap metal exporters believed China would only restrict mixed metal imports, which can be lower quality due to higher contamination rates, but that it would continue accepting "furnace-ready" material that doesn't have to be hand sorted and processed.

That view changed when the Chinese government announced restrictions on eight category 6 items previously on the "unrestricted" materials list, drastically reducing the number of importing licenses or material volumes it would authorize.

In June, the government listed the reduced material quotas set to begin in the third quarter — 240,796 metric tons of copper, 54,256 metric tons of aluminum and 14,968 metric tons of ferrous scrap. Those numbers — understood by some industry participants to be the entire list — only applied to certain companies in northern China. The list for companies in the South, where much of the metal material flows through, likely will come soon, Pickard said.

Some predicted the regulatory measures would prompt an influx of scrap metal into China as recyclers rushed to beat the deadline (China's aluminum imports in May were up nearly 60% year-over-year). But the complete shutdown of Sanshan's port to scrap metal just days before the deadline took many by surprise.

Copper is expected to be the commodity hit hardest by the new regulations. U.S. exports of copper and copper alloy scrap to China already were down by about 80% this year as a residual effect of other material bans and stricter contamination standards.

It's too early to determine how far China will go with metal quotas or the potential market disruptions that could result. Likewise, it's too soon to predict the long-term effects of the port closure. Both factors, however, create market uncertainty, which often leads to commodity price volatility.

That uncertainty is further exacerbated by the Chinese government's stated intention to re-establish quota levels and require importers to reapply each quarter.

The time frame for shipping material to China and having it clear customs takes up to eight weeks — meaning metal markets could be subject to a series of purchasing bursts and lulls in the coming months, depending on how the Chinese government's quotas align with incoming shipments each quarter.

China's War on Trash Is the World's, Too

Shanghai's ambitious recycling program will be a critical test of whether the globe can handle a growing mountain of garbage.



A scrap collector in Shanghai.

Adam Minter is a Bloomberg Opinion columnist. He is the author of "Junkyard Planet: Travels in the Billion-Dollar Trash Trade" and the forthcoming "Secondhand: Travels in the New Global Garage Sale."

Trash is the talk of Shanghai. Starting Monday, the city will require residents and businesses to sort their waste and recyclables into separate bins. The task is towering: Shanghai generates more than 9 million metric tons of garbage every year and -- like every other city, town and village in China -- it lacks even a rudimentary municipal recycling system.

And China isn't alone. As of 2018, humans were on track to generate waste at more than double the rate of population growth through 2050, with most of the growth coming in developing countries. Whether or not those nations can establish formal recycling systems will be crucial to managing the world's trash and minimizing its environmental consequences. China's experience will be a first, critical test.

In most of the world, profits rather than environmental concerns drive recycling, which is largely performed by self-employed waste pickers. It's a dirty job but highly efficient: In Nanjing, for example, a city of 9 million people located 200 miles from Shanghai, waste pickers recovered as much as 80% of the city's recyclables (around 500,000 metric tons) as recently as 2015.

Without those workers, as Beijing learned to its chagrin when it pushed out hundreds of thousands of waste pickers in advance of the 2008 Olympics, the trash simply piles up. (City officials quietly let

them return before the games even began.) Unfortunately, as countries become more affluent, waste picking as a profession is becoming less attractive. Better-paying job opportunities exist, while affluent homebuyers are naturally reluctant to have folks rummaging around in their garbage. Cities, too, are pushing out the small, unattractive recycling businesses that buy from waste pickers and sustain the informal industry.

As far back as 2000, the Chinese government foresaw this problem and designated eight cities, including Shanghai, to pilot municipal recycling programs. They all failed miserably. Not only did the cities lack the equipment and facilities to recycle, residents were given no incentives to sort their trash or education in why it was so important. This ignorance persists. A 2018 survey of 3,600 residents of major Chinese cities found that nearly three-quarters could not identify how to properly sort their trash for recycling.

Regardless, the government is trying again. In 2017, China's powerful policy-making State Council announced a plan to promote "garbage sorting" in China's major cities. Specifics were left to local officials and, over the last two years, several have embarked on modest pilot programs.

Shanghai's new program is the most visible and extensive municipal recycling initiative ever attempted in China. Under the plan, citizens are required to sort their trash into four separate categories: food waste, recyclables, hazardous wastes (such as batteries and light bulbs) and "residual wastes" (which include everything from floor sweepings to pottery).

Importantly, the system in Shanghai is uniquely public and punitive. Residents can only dispose of waste during certain hours, ensuring that neighbors will see who is and who isn't sorting properly. They must empty food waste into public bins without using bags, so everyone can also see what they're throwing away. Fines of up to 200 yuan, roughly $30, await those who don't sort. And officials threaten to cut off garbage collection for whole communities if they don't abide by the rules.

At the same time, Shanghai has spent weeks using every possible propaganda tool at its disposal, from social media to local and even national newspapers, to explain how and why residents should recycle. On Sina Weibo, China's Twitter-like social media service, the subject has repeatedly trended, with reports that the new regulations apply to foreign tourists as well proving particularly popular. Younger Chinese seem to have favorable opinions of the program, though they fear it will be time-consuming.

Far more will be required. Shanghai and other cities have yet to build the infrastructure needed to manage even properly sorted waste. They require trucks designed to carry sorted recyclables; large, industrial-scale recycling facilities; and environmentally sound incineration and composting sites for the "residual" and organic wastes. This will require years and billions in investment.

Still, the fact that Shanghai has residents thinking and talking about waste on social media, in their compounds and at home is remarkable progress. It's also a lesson to other developing countries that the first step in creating a modern waste management system is to educate the public and foster a sense that recycling is a collective civic responsibility. If the world is going to clean up its trash heaps, Shanghai's new program could well be the model.

Image Recognition, Mini Apps, QR Codes: How China Uses Tech To Sort Its Waste



China's war on garbage is as digitally savvy as the country itself. Think QR codes attached to trash bags that allow a municipal government to trace exactly where its trash comes from.

On July 1, the world's most populated city (Shanghai) began a compulsory garbage-sorting program. Under the new regulations (in Chinese), households and companies must classify their wastes into four categories and dump them in designated places at certain times. Noncompliance can lead to fines. Companies and properties that don't comply risk having their credit rating lowered.

The strict regime became the talk of the city's more than 24 million residents, who criticized the program's inflexibility and confusing waste categorization. Gratefully, China's tech startups are here to help.



For instance, China's biggest internet companies responded with new search features that help people identify which wastes are "wet" (compostable), "dry,, "toxic," or "recyclable." Not even the most environmentally conscious person can get all the answers right. Like, which bin does the newspaper you just used to pick up dog poop belong to? Simply pull up a mini app on WeChat, Baidu or Alipay and enter the keyword. The tech firms will give you the answer and why.

A WeChat mini program that lets users learn the category of trash

Alipay, Alibaba's electronics payment affiliate, claims its garbage-sorting mini app added one million users in just three days. The lite app, which is available without download inside the e-wallet with one billion users, has so far indexed more than 4,000 types of rubbish. Its database is still growing, and soon it will save people from typing by using image recognition to classify trash when they snap a photo of it. Alibaba's answer to Alexa Tmall Genie can already answer (in Chinese) the question "what kind of trash is a wet wipe?" and more.

If people are too busy or lazy to hit the collection schedule, well, startups are offering valet trash service at the doorstep. A third-party developer helped Alipay build a recycling mini app ("垃圾分类回收平台") and is now collecting garbage from 8,000 apartment complexes across 11 cities. To date, two million people have sold recyclable material through its platform.

Ele.me, Alibaba's food delivery arm, added trash pickup to its list of valet services its fleets offer on top of "apologize to the girlfriend" and dog walking.

Besides helping households, companies are also building software to make property managers' lives easier. Some residential complexes in Shanghai began using QR codes to trace the origin of garbage, state-owned media outlet Xinhua reported. Each household is asked to attach a unique QR code to their trash bags, which will be scanned for sources and classification when they arrive at the waste management station.



This way, regulators in the region know exactly which family has produced the trash — although the city's current garbage regulations do not require real-name tracking — and those who correctly categorized receive a small reward of 0.1 yuan, or 1.45 cents, per day, according to another report (in Chinese) from Xinhua.

Pepsi to Ditch Plastic Water Bottles in Favor of Aluminum



Pepsi is ditching plastic bottles for some of its products in an attempt to reduce plastic waste. The drink company, which was founded in New Bern, North Carolina, announced the environmental plan Friday. As early as 2020, Pepsi's Aquafina water will be sold in aluminum cans at restaurants. The company is still working out the details of a rollout to retail stores.

Plastic waste is piling up. Experts have said there will be more plastic in the ocean than fish by 2050. "Tackling plastic waste is one of my top priorities and I take this challenge personally," PepsiCo CEO Ramon Laguarta said in a statement. "We are doing our part to address the issue head on by reducing, recycling and reinventing our packaging."

Americans Love Their Trash and Hate to Recycle, Report Finds



The world has a trash problem, and a new report out reminds us just how much Americans contribute. Turns out that while we create the most waste in the world, we're one of the worst countries at recycling it.

The report—published by Verisk Maplecroft, a global risk analysis group—looks at the waste generation and recycling performance of 194 countries, including China, Australia, and Russia. Every year, we humans produce some 2.1 billion tons of solid waste. As the report notes, that's enough trash to fill 822,000 Olympic-sized swimming pools. In short, a lot of trash. We're recycling only 16 percent of this waste, with another 46 percent "disposed of unsustainably."

The United States, in particular, has a lot of work to do: We each generate, on average, 1,704 pounds of trash a year. That amounts to 12 percent of the world's total waste, according to the report, even though the U.S. is home to a mere 4 percent of the world's population. In fact, individuals in the United States create more than three times as much trash as those in China.

And just 35 percent of our waste gets recycled. Germany, on the other hand, recycles 68 percent of its waste.

The issue of our outsized trash footprint has become even more relevant as countries struggle to figure out where to send all their plastic waste. China banned all plastic imports at the end of 2017, and since then loads of plastic trash has been ping-ponging around the world, some of it winding up in countries that struggle to manage their own waste. Malaysia is now stepping up to return mislabeled and contaminated plastics. Countries are starting to have enough of our privileged asses sending our trash their way.

Now, it isn't just an American problem. The Netherlands, Canada, Austria, Switzerland, Australia, and France are also bad when it comes to their per capita waste production, per the report.

But the U.S. stands out both in terms of the sheer amount of junk we produce and our inability to handle it all ourselves. As the report authors note, "The US is the only developed nation whose waste generation outstrips its ability to recycle, underscoring a shortage of political will and investment in infrastructure."

They ain't wrong about the lack of political will. The money and resources are there, unlike in many of the world's developing countries. However, we Americans love to consume. We'll be reminded of that this holiday break when all the red solo cups and plastic cutlery come out during our Fourth of July celebrations.

Maybe skip the plastic and wash the damn dishes.

Cleveland's Recyclables Sent To Landfills

Approximately 90 percent of recyclables collected in Cleveland are being sent to landfills, Fox 8 reports.

Almost all of the recyclables that Cleveland residents spend time separating from their garbage end up being mixed in with the waste they dispose of in their garbage cans. This is because recyclable loads are contaminated, Mayor Frank Jackson claimed.

Video evidence, provided by Fox 8, shows Cleveland's recyclables being mixed with loads of waste. When a supervisor at the Ridge Road site was questioned about the mixing of materials, he responded that the load was already inspected, and it was contaminated. "One Cleveland truck came in, we inspected it, it was contaminated, we got rid of it," the supervisor said.

Fox 8's I-Team found that "We [the city] still continue to push 85 to 90 percent of the recycling from our residents into trash… ."

Jackson also remarked on the cost associated with recycling: "It costs us twice as much to get rid of recyclables as it would if we just put it in a landfill." However, Jackson said he still separates his recyclables from his trash.

Others do not see the point if almost all of the materials will end up in a landfill. "Why are we recycling? What's the sense," questioned Angelo Lisak, the owner of Mel's Café, Tremont, Ohio.

Both Jackson and Darnell Brown, Cleveland's chief operating officer, acknowledged the city is failing in this aspect. "It's not working," Jackson said.

Fox 8 reports that internal memos blame residents for not being educated and informed as to what are acceptable materials to recycle. Because of residents' lack of knowledge, items that should be placed in the garbage are now with recyclables, causing the contamination.

Jackson said he plans to hire a consultant to recommend how to deal with the issue, but there is no discernable timeline for action, Fox 8 reports.

GFL Environmental Inc. buying recycling processor Canada Fibers Ltd.



GFL Environmental Inc. has signed a deal to acquire recycling processor Canada Fibers Ltd.

Financial terms of the deal were not immediately available.

Canada Fibers provides recycling processing services to municipalities across Ontario, including Toronto.

It has also been awarded the contract to design, build and operate an advanced single-stream material recovery facility in Winnipeg.

The deal is expected to close in the third quarter of this year, subject to customary regulatory approvals.

GFL provides non-hazardous solid waste management, infrastructure and soil remediation and liquid waste management services in Canada and the United States.

Canadian Production Falls At Fastest Pace For Three-And-A-Half Years

The latest U.S.-China trade frictions are holding back the Canadian manufacturing sector.

The Canadian manufacturing sector was challenged by falling volumes of new work, contributing to the sharpest drop in production three-and-a-half years.

The IHS Markit Canada Manufacturing Purchasing Managers' Index (PMI) registered at 49.2 in June, picking up fractionally from May's 41-month low of 49.1. The latest reading checked in below the crucial 50.0 no-change value for the third month running, which marks the longest period of decline since 2015/16.

IHS Markit said the downturn in output accelerated since May, and was the fastest since December 2015. Manufacturers generally cited a lack of new work to replace completed orders at their plants. Reflecting this, the survey data revealed the steepest fall in backlogs of work since data collection began in October 2010, noted IHS Markit.

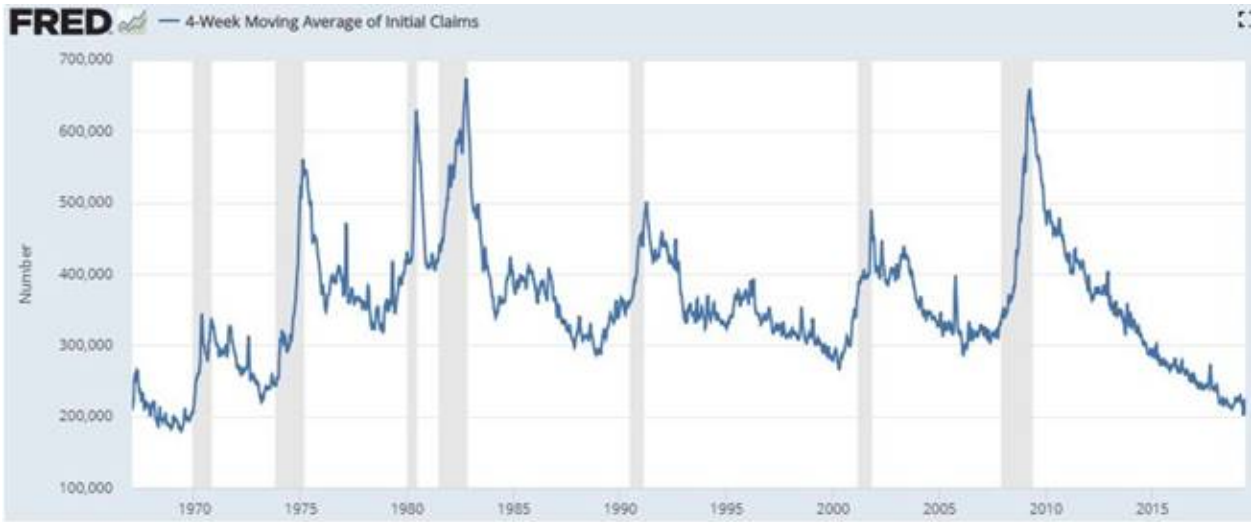
Export sales were unchanged in June, which ended a three-month period of decline. IHS Markit said some manufacturers reported a boost to export sales from the removal of U.S. trade tariffs on steel and aluminum. However, reports of softer underlying demand in U.S. markets and ongoing global trade frictions could have a dragging effect on total new orders from abroad.

On the flip side, the index saw a marginal rise in employment numbers for the second month running. A number of manufacturers suggested that softening client demand had encouraged more cautious staff hiring strategies, noted the IHS survey.

The data revealed a dip in business optimism towards the year-ahead outlook, which was partly attributed to concerns that global trade frictions would act as a brake on manufacturing sector performance.

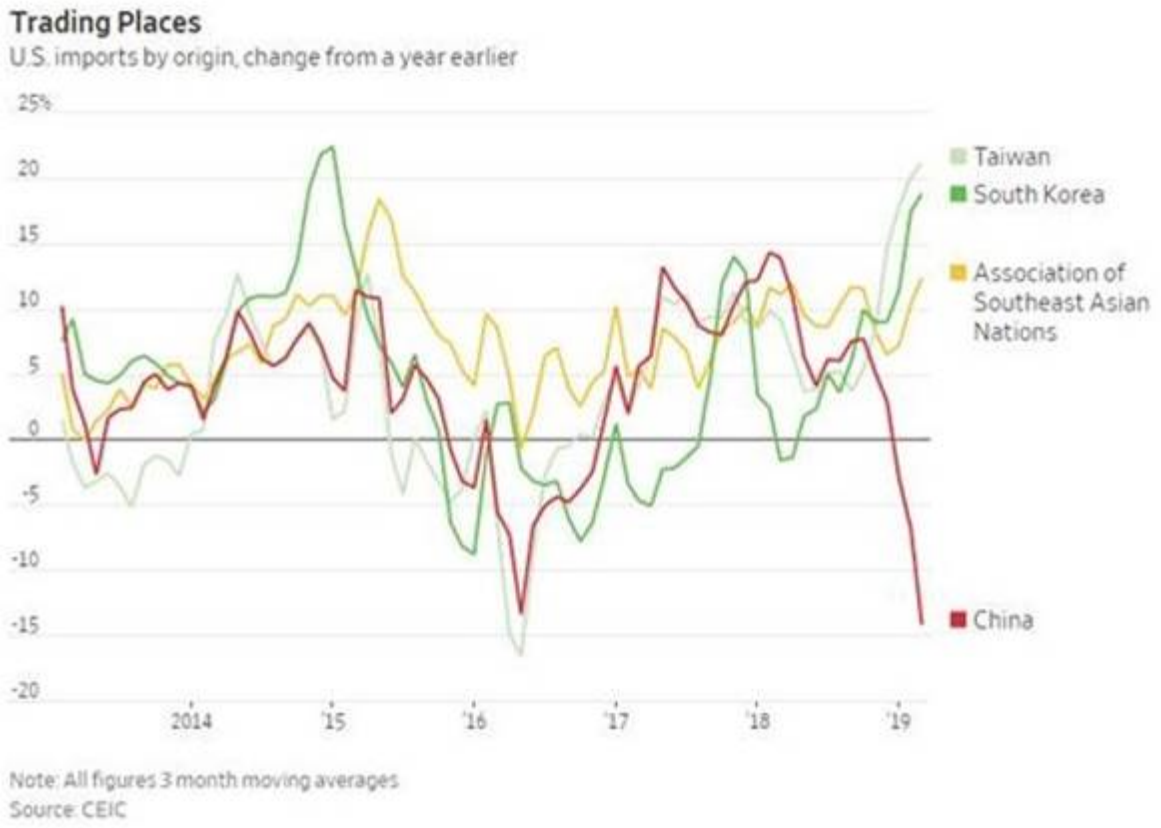
Is a Recession Coming?

Economists look at employment as a key sign of economic health: so long as jobs are being added, growth can be expected to continue. That's why one of the most studied charts in the business is the one showing unemployment claims. The chart below is for the US. As you can see, the line trends upwards in the run-up to a recession (vertical grey bars), when it then dramatically spikes. For 10 years it's been drifting downward, and now stands at the lowest point in nearly 50 years. All eyes are on it, to see that it stays there.



Speaking Of The US, What's The Impact Of The Trade Dispute With China?

The slowdown in trade between China and the US is a well-documented concern. But if the US is importing less from China, that doesn't mean all trade is drying up. As you can see from the chart below, while imports from China have taken a dive, imports from Taiwan and South Korea have jumped. Other east Asian countries are stepping in to supply US demand, perhaps starting a longer-term trend.



RMDAS Shows Scrap Prices Fell Between $32 To $22 Per Ton In June Across The US.

Raw Material Data Aggregation Service (RMDAS) ferrous scrap pricing, as measured by mill purchases by Pittsburgh-based MSA Inc., shows scrap prices continue to decline across the country. The RMDAS prices, released June 20, cover a buying period that extends to the third week of each month. U.S. scrap prices dropped $27 to $271 per ton in June. A three-month buying period shows receding scrap prices from $329 per ton in April to $298 in May and $271 in June. Prompt industrial composite grades also fell by $28 to $300 per ton and No. 1 heavy melting steel (HMS) declined by $33 to an average $242 per ton nationally.

Regionally, shredded scrap fell sharply in the North Midwest region, by $29 per ton, compared with a $28 per ton decline in the North Central/East and $22 per ton drop in the South. Prompt grades fell by $30 per ton in the North Central/ East and North Midwest regions and $20 per ton in the South, where prompt grades retained their highest value at $307 per ton compared with $295 in the North Midwest and $299 in the North Central/East.

In June, prices for No. 1 HMS fell between $34 and $30 per ton. Mills in the South paid an average $248 per ton compared with $247 per ton in the North Midwest and $238 per ton in the North Central/ East region.

Safe Food for Canadians Regulations

On June 22, 2019, the Government of Canada published proposed changes to labeling requirements in the Food and Drug Regulations (FDR) and the Safe Food for Canadians Regulations (SFCR) in the Canada Gazette, Part I.

The Canadian Food Inspection Agency (CFIA) has launched a 75-day public consultation on proposed amendments to the FDR and the SFCR under the Food Labelling Modernization (FLM) initiative.

Objective: CFIA's FLM initiative is aimed at developing a more modern and innovative food labeling system that meets the needs of consumers and industry.

Select Highlights:

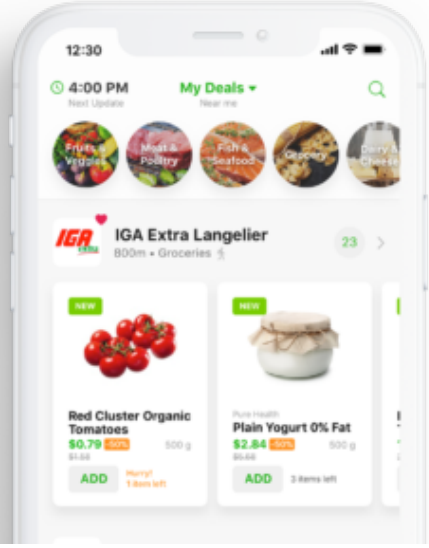
- Purpose - Promote innovation and trade in the food industry; clarifications to food safety and food quality duration information; enable more informed consumer decision-making
- Regulatory Impacts - Safe Food for Canadians Regulations; Food and Drug Regulations
- Implementation Period - Phased over six years
- Overview of Subjects -
- Standardization of container sizes/product amounts
- Alignment with international class names
- Date marking: "best before" and expiration
- Food company information
- Imported food information
- Food descriptions
- Presentation of information (legibility and location)
- Characterization of ingredients (e.g., proportionality)

Please note that the consultation period is open until September 4, 2019. For further information and to submit comments, please click on: CFIA Consultation.

IGA And App Developer Aim To Curb Food Waste

After successfully launching a pilot project in its Langelier store in collaboration with Montréal-based start-up FoodHero, IGA is expanding its program to five other stores before ultimately rolling it out to all of its Québec supermarkets.

This program is a win-win for consumers and retailers: consumers get discounted food and grocers sell their products, avoiding the economic and environmental (CO2emissions) costs generated by producing, transporting and sending to a landfill food that is never eaten.



The FoodHero app lets users locate the nearest participating grocery store, fill the in-app shopping cart as desired, and pick up the order from the selected store during business hours.

The app includes new deals every day, including meat and fish, fruits and vegetables, dairy, eggs, even prepared meals. Users and grocers can also track, in real time, their personal impact on food waste reduction, calculated as CO2 emissions and kilograms of products saved, as well as the money saved.

Hefty EnergyBag

An initiative that collects hard-to-recycle packaging from the curb in several cities could be extended to another 100,000 households by the end of this year, a plastics executive said.

The Hefty EnergyBag program was launched in Nebraska in 2016 and sends material for energy recovery. Resin producer Dow has partnered with Reynolds Consumer Products, Keep America Beautiful and others on the effort.

In an interview at the SPC Impact conference in Seattle earlier this month, Haley Lowry of Dow said the program has thus far been made available to 100,000 households in three metropolitan areas – Boise, Idaho; Cobb County, Ga. (which includes parts of metro Atlanta); and Omaha, Neb..

Lowry said project leaders hope to bring the collection program to a total of 200,000 households by the end of 2019. She said the growth would come by expanding the EnergyBag presence in the communities where it has already been established and by adding more municipalities to the mix. Dow and Keep America Beautiful are currently accepting applications for $125,000 worth of grants associated with the project.

She noted the program has kept 245 tons of material out of the waste stream over the last three years.

Driving recovery – and controversy

The EnergyBag initiative shoots to provide a collection and recovery option for items such as multi-material pouches, chip bags and candy wrappers. But it has also raised objections from some corners of the municipal recycling sphere.

In participating areas, project partners distribute orange plastic bags to residents and instruct them to toss in a wide variety of plastic packaging that is not typically included in curbside recycling programs. The bags are placed at the curb and collected alongside recycling loads.

At area materials recovery facilities, the bags are separated by line workers and sent to alternative sites. According to a 2016 Dow press release, the Omaha material was at that time being sent to Systech Environmental Corporation, which converted the plastic packaging to a solid fuel burned at a cement kiln.

At least some Omaha material now goes to the Salt Lake City facility of pyrolysis startup Renewology, according to Renewlogy's website. Renewlogy uses the material to create a diesel fuel. The company also takes in the EnergyBag items collected in Boise.

The Atlanta-area material heads to Nexus Fuels, according to a report from last November in the Marietta (Ga.) Daily Journal. Nexus, located northwest of downtown Atlanta, uses a pyrolysis process to turn plastics to a variety of fuel products.

Some recycling and environmental groups have noted the EnergyBag initiative could be detrimental to human health and the viability of recycling programs moving forward.

A 2017 report from Global Alliance for Incinerator Alternatives (GAIA) noted that expansion of EnergyBag would "[spread] the dangerous notion that production and consumption of non-recyclable plastics is acceptable if they can just be sent to a cement kiln or other incinerating facility to be burned."

A GAIA press release at that time also quoted Bob Gedert, who was president of the National Recycling Coalition, as saying the group did not consider the EnergyBag process "recycling."

Is Burning Trash A Good Way To Handle It?

Waste incineration's emissions raise concerns

Burning trash has a long history in the United States, and municipal solid waste incinerators have sparked resistance in many places. As an environmental justice scholar who works directly with low-income and communities of colour, I see incineration as a poor waste management option.

Although these plants generate electricity from the heat created by burning trash, their primary purpose is waste disposal. Emissions from burning waste worsen environmental inequalities, create financial risks for host communities and reduce incentives to adopt more sustainable waste practices.

I recently co-authored a report that describes signs of decline in the U.S. waste incineration industry due to many factors. They include a volatile revenue model, aging plants, high operation and maintenance costs, and growing public interest in reducing waste, promoting environmental justice and combating climate change.

Nonetheless, 72 incinerators are still operating today in the U.S. Most of them – 58, or 80 percent – are sited in environmental justice communities, which we defined as areas where more than 25 percent of residents are low-income, people of color or both. Incinerators worsen cumulative impacts from multiple pollution sources on these overburdened neighborhoods.

Environmental justice flashpoints

Waste incinerators are heavily concentrated in northeast states and Florida – areas with high population densities and limited landfill space. Some of these states also provide favorable economic incentives, such as allowing incinerators to earn renewable energy credits for generating electricity.

In the past year environmental justice advocates have successfully shut down incinerators in Detroit, Michigan, and Commerce, California. The Detroit incinerator was built in the 1980s and received more than US$1 billion in public investment borne by local taxpayers. Groups such as Breathe Free Detroit and Zero Waste Detroit rallied residents to oppose the public financing and health burdens that the facility imposed on surrounding environmental justice communities. The plant closed in March 2019.

The California plant closed in June 2018 after a yearlong campaign by two community-based organizations, East Yard Communities for Environmental Justice and Valley Improvement Projects, to prevent incineration from qualifying for state renewable energy subsidies. The facility ultimately closed when a 30-year power purchase agreement with the local utility expired, leaving it without a sufficient revenue stream.

Aging facilities

Incineration plants' average life expectancy is 30 years. Three-quarters of operating waste incinerators in the United States are at least 25 years old.

These facilities' revenues come primarily from tipping fees that waste haulers pay to dump trash, and secondarily from generating electricity. These revenue streams are volatile and can undermine the industry's financial stability. At least 31 incinerators have closed since 2000 due to issues such as insufficient revenue or inability to afford required upgrades.

Operations and maintenance costs typically increase as plants age and their performance decreases. Upgrades, such as installing new pollution control equipment, can cost tens of millions of dollars, and sometimes more than US$100 million.

These large capital expenditures represent risks for host communities, which often provide public financing through bonds or tax increases. Such measures are risky because the waste service and

energy contracts that generate revenue are increasingly shorter term and vulnerable to fluctuating market and regulatory conditions. As plants age, their environmental performance may also degrade over time, posing increasing risks to the environment and public health.

What incinerators burn

The composition of municipal solid waste has changed over the past 50 years. Synthetic materials such as plastics have increased, while biogenic, compostable materials such as paper and yard trimmings have decreased.

Plastics are particularly problematic for waste handling because they are petroleum-based, nonbiogenic materials. They are difficult to decompose and release harmful pollutants such as dioxins and heavy metals when they are incinerated.

Waste management trends

Today, thanks to the evolution of waste handling options, a majority of the materials in municipal solid waste can be composted or recycled. This reduces impacts on the environment, including air, soil and water contamination and greenhouse gas emissions. As cities like New York and San Francisco adopt zero-waste policies that create incentives for diverting waste from landfills or incinerators, burning trash will increasingly become obsolete.

Many U.S. cities and states are adopting aggressive climate change and sustainability goals. Waste reduction and diversion will play a critical part in meeting these targets. The public is increasingly demanding more upstream solutions in the form of extended producer responsibility bills, plastic bans and less-toxic product redesign. There is also a growing movement for less-consumptive lifestyles that favors zero-waste goals.

Heavy polluters

Incinerators release many air pollutants, including nitrogen oxides, sulfur dioxides, particulate matter, lead, mercury, dioxins and furans. These substances are known to have serious public health effects, from increased cancer risk to respiratory illness, cardiac disease and reproductive, developmental and neurological problems. According to recent figures from the waste industry, incinerator plants emit more sulfur dioxide, nitrogen oxides and carbon dioxide per unit of electricity generated than power plants burning natural gas.

Research on direct health impacts of waste incineration in the United States is limited, but a handful of studies from Asia and Europe, where waste incinerators are prevalent, offer some insights. For example, a 2013 study in Italy analyzed the occurrence of miscarriages in women aged 15-49 years residing near seven incinerators in northern Italy's Emilia-Romagna region, and found that increased particulate emissions from the incinerators was associated with an increased risk of miscarriage.

A single incinerator may burn anywhere from a few hundred tons to several thousand tons of waste per day. Smaller incinerators typically have lower absolute emissions but can emit more hazardous pollutants for each ton of waste they burn. Plant emissions also can vary widely based on the heterogeneous composition of municipal waste, the age and type of emissions control equipment, and how well the plant is operated and maintained over time.

Alternative Fuel Vehicles

A new report highlights the environmental and cost benefits of using renewable natural gas to fuel heavy-duty truck fleets.

Following extensive consultations with the natural gas vehicle (NGV) industry and fleet users, The Canadian Natural Gas Vehicle Alliance (CNGVA) released Natural Gas Use in the Medium and Heavy-Duty Transportation Sector this month. The report was prepared with the participation of 22 government and industry organizations.

The report builds on the observations and recommendations of a 2010 report: Natural Gas Use in the Transportation Sector. It incorporates updated information on natural gas supply including: an extensive section on renewable natural gas (RNG); information on technical developments as well as codes and standards developments; and examples of significant fleet successes to date.

The report finds that the use of natural gas as a transportation fuel can offer significant emission reduction benefits, with up to 25 percent GHG emissions reduction potential depending on the vehicle and fuelling system being used. The emergence of renewable natural gas (RNG) provides added emission reduction benefits for the transportation industry.

Significant use of natural gas vehicles (NGVs) by refuse, transit and trucking firms, as well as the use of natural gas as a fuel option by marine carriers, illustrates the market's readiness for the technology in Canada and the potential for both cost and emissions' savings.

There is a strong business case for NGVs in Canada. Natural gas costs remain stable, and high fuel usage fleets can benefit from cost savings. Additional regulatory measures favour the emissions' reductions associated with NGVs accentuating the business case. As well, abundant supply of geological natural gas and the growing supply of RNG point to continued price stability and enhanced life-cycle emission reductions.

Extensive Original Equipment Manufacturer (OEM) engine offerings for the on-road market, as well as a growing number of specialty off-road and marine engines, are being used by Canadian transportation fleets.

"The Roadmap highlights this abundant, domestic fuel and its renewable options as a key resource for the betterment of Canada's economy and environment."

The report also suggests that more industry and government support is needed to help fleets defray risks, including:

- Up-front vehicle cost premiums;
- Greater access to re-fueling facilities to improve reach in the transportation sector;
- Maintenance facility upgrades for both fleets and vendors;
- Capital investment to enable production, processing, blending and connecting RNG supply to existing pipelines;
- Stronger outreach tuned to the needs and concerns of various fleet users; and
- Investments in R&D efforts, including collaborative partnerships with all levels of government, other countries, and research institutions.

The revised Deployment Roadmap provides a good point of departure for the industry and prospective fleet adopters to understand the opportunities that NGVs offer.

The Future Of Fuels

When it comes to fueling fleets, waste management companies need to weigh the pros and cons of diesel, CNG and electric power.



How waste management companies power their fleets affects everything from fuel efficiency and cost to emissions and maintenance needs. While diesel-powered trucks have long dominated the road, today's haulers are increasingly turning to alternative fuel technologies.

Although diesel trucks have been the de facto vehicle of choice for haulers for much of the past century, newer technologies have begun to change the landscape for collection vehicles.

Scott Barraclough, technology project manager at Greensboro, North Carolina-based Mack Trucks, said while compressed natural gas (CNG) was virtually nonexistent in hauler applications 10 or 15 years ago, it now makes up a significant portion of new equipment purchases.

Barraclough noted that while diesel is still king (making up roughly 60 percent of sales for Mack's collection trucks), CNG has closed the gap, currently comprising roughly 40 percent of the vehicles the company sells. In deciding which option is best, he says individual companies need to weigh a number of variables to find a solution that is right for them.

"Diesel is still the baseline that alternative fuels [need to be weighed against]," he said. "You have to make a business case financially for this to make sense. Diesel has been used for approximately 100 years now, so that's what alternative fuels have to compete against. The good things with diesel trucks are they have the lowest acquisition costs and high energy density per gallon; fuel distribution is well established—you can fill up at basically any street corner across the country; you have 100 years of experience with servicing these vehicles, so having your vehicle serviced is never really an issue; and these trucks can be used anywhere geographically because there aren't really any limitations on fuel sources."



Barraclough said the negatives compared with alternative fuel vehicles are that diesel vehicles have higher CO2 emissions, noisier operation, they're not perceived as green as other vehicles, and they have complex after-treatment requirements for servicing the diesel engine.



Conversely, CNG has a lower fuel cost compared with diesel (especially at scale), is more immune to price fluctuations, is domestically sourced, enjoys a growing support infrastructure throughout the country, is greener than diesel, comes with simple after-treatment requirements, can be derived from renewable sources such as landfill, and often comes with financial incentives available on both the fuel and the vehicle itself.

The negatives with CNG vehicles are that the vehicle, its components, and its fuel system are initially more expensive than diesel; they are heavier; they don't offer the same power density as diesel; there are storage limitations on the vehicle for carrying CNG; and they require companies to find, or construct their own, fueling stations.

Harland Chadbourne, director of purchasing for Central Florida-based Waste Pro USA, said the benefits of natural gas are what attracted the company to make a large investment in CNG vehicles over the past decade. He notes that the company began switching from diesel to natural gas vehicles in 2012, and it currently has 462 CNG vehicles in operation across its territory with eight dedicated fueling stations.

Factoring in the incentives and operational considerations, he said the company is soon poised to pay off its investment in its fueling stations, which will lower the company's operational costs even further in the near future.

Beyond diesel and CNG, electric waste vehicles are beginning to come online and be used in real-world applications. BYD Co. Ltd., with U.S. headquarters in Los Angeles, recently delivered its BYD 8R Class 8 electric automated side loader (ASL) truck to Waste Resources Inc., a Gardena, California-based subsidiary of Waste Resource Technologies Inc. (WRT). The truck will make collections throughout Carson, California.

According to BYD, this vehicle represents the first all-electric refuse truck in residential collection operation in Southern California. The company previously delivered what it calls “the world’s first full-sized all-electric side-loading refuse truck” to GreenWaste of Palo Alto, California, in late 2017.

Beyond BYD and the California market, Mack Trucks made waves at WasteExpo 2019 when it announced that the New York Department of Sanitation (DSNY) will be testing its new electric hauler truck next year.



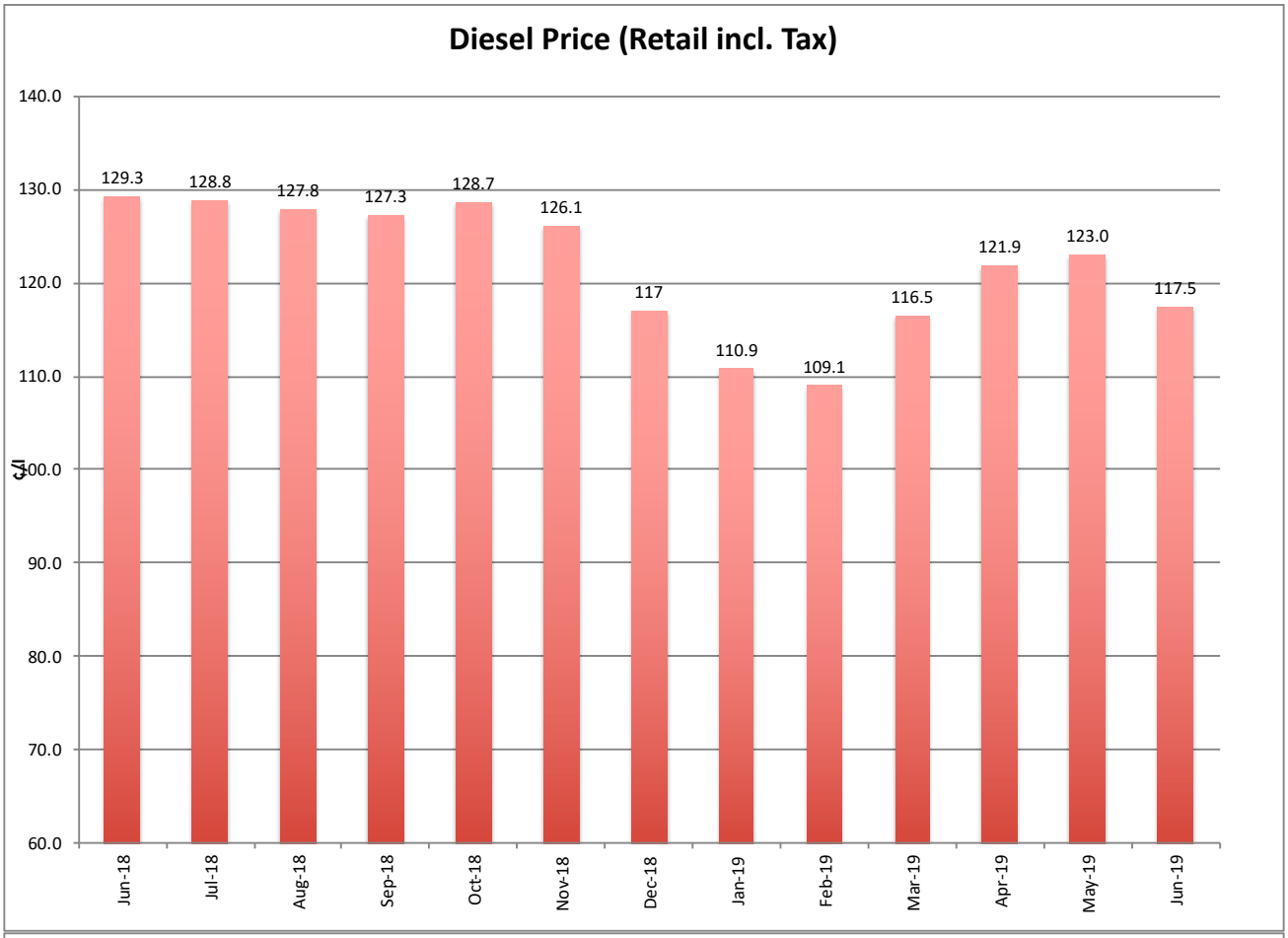
Although in their infancy in the waste sector, Barraclough said he thinks that electric vehicles will quickly gain favor amongst haulers.

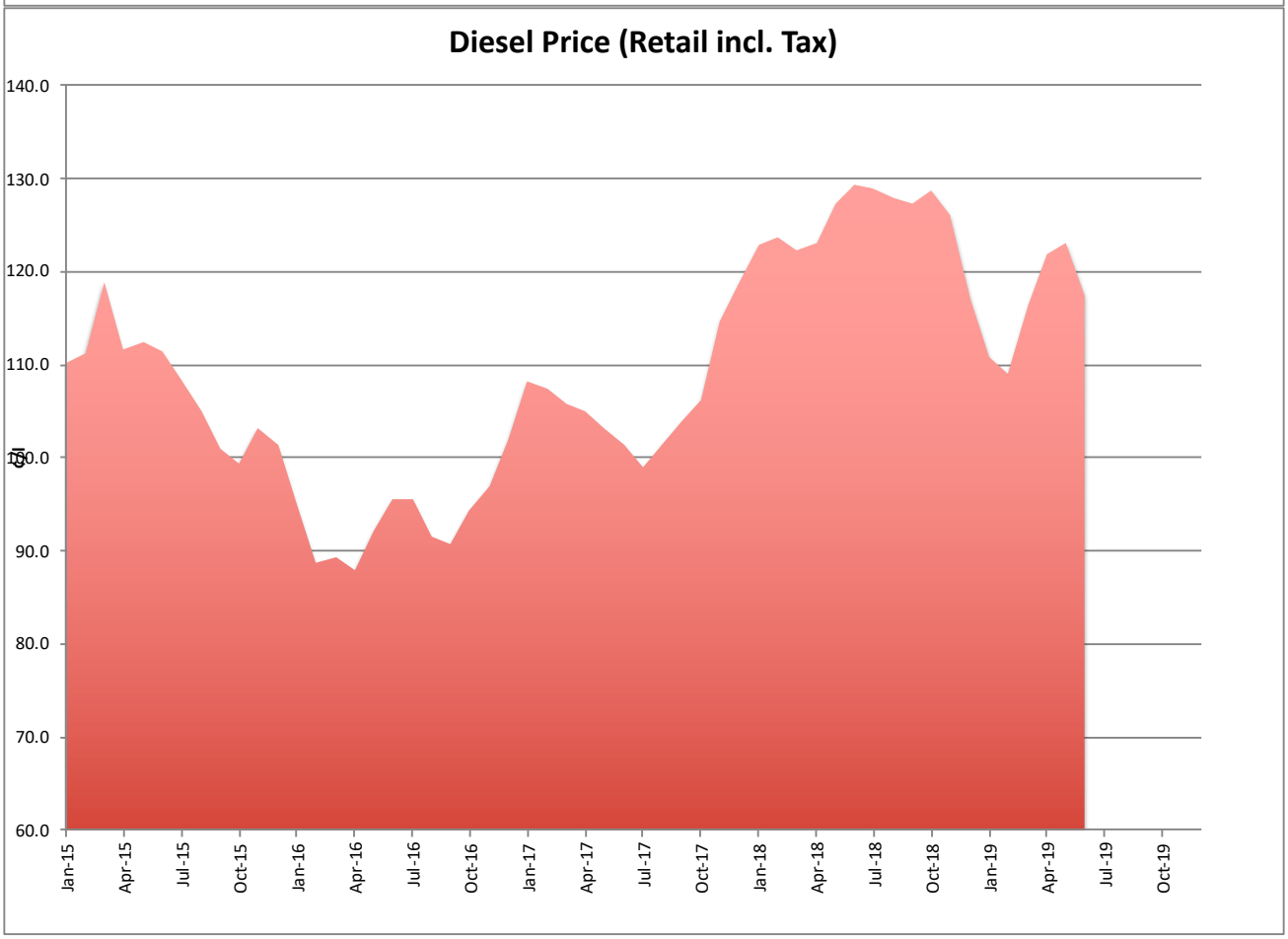
“Electric vehicles are going to be the future. We think [this technology] is really going to get its legs in the next five years,” Barraclough said.

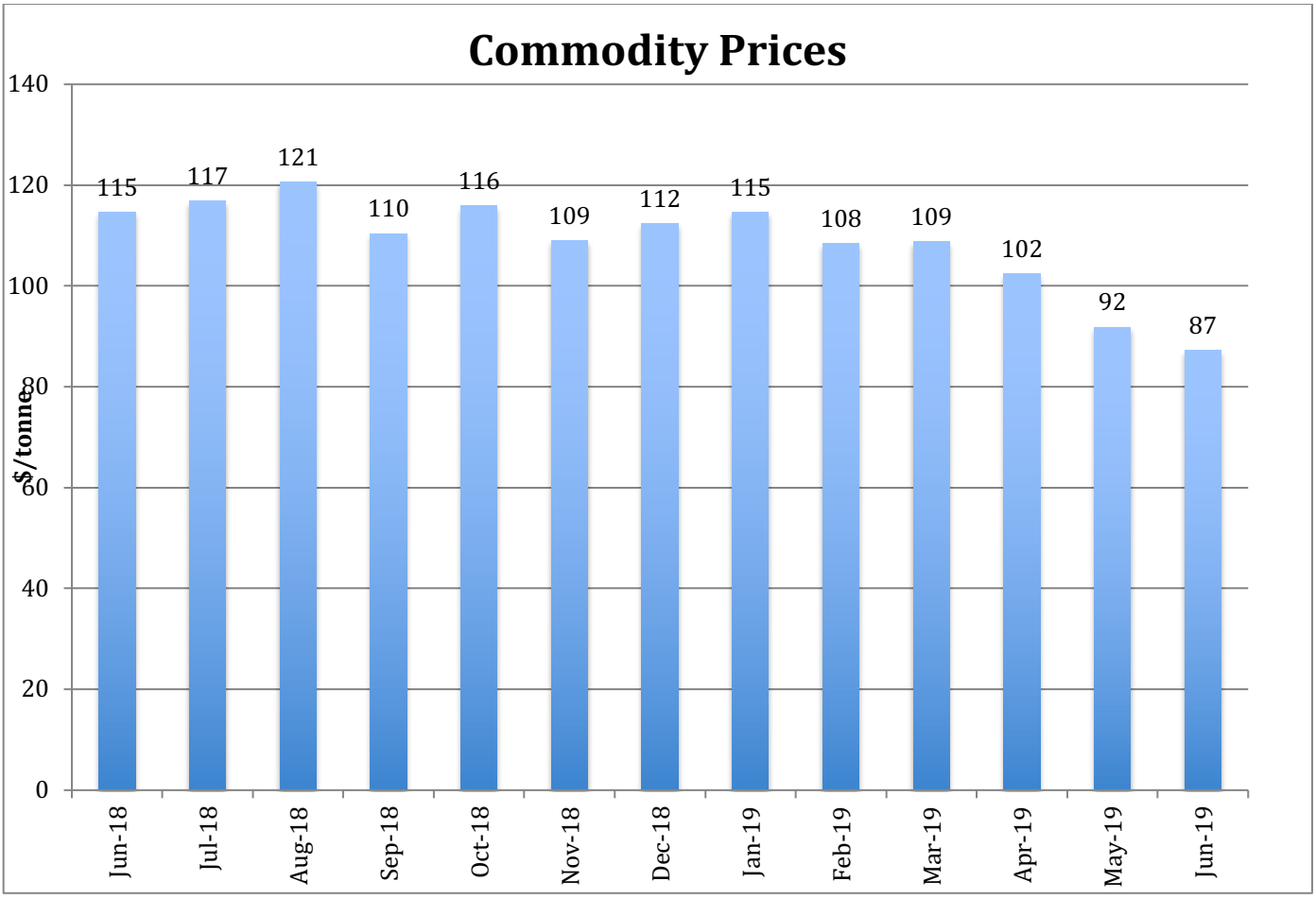
He says that beyond zero emissions, these vehicles offer quiet operation, reduced maintenance costs, require inexpensive electricity (depending on the region), and can be backed by significant governmental incentives (also dependent on the region). The negatives with electric vehicles are that they are often significantly more expensive to purchase, are heavier, have a limited fuel range and charging infrastructure throughout the U.S., require technicians to be retrained to service a new kind of vehicle, and run the risk of unknown issues due to it being a newer technology.

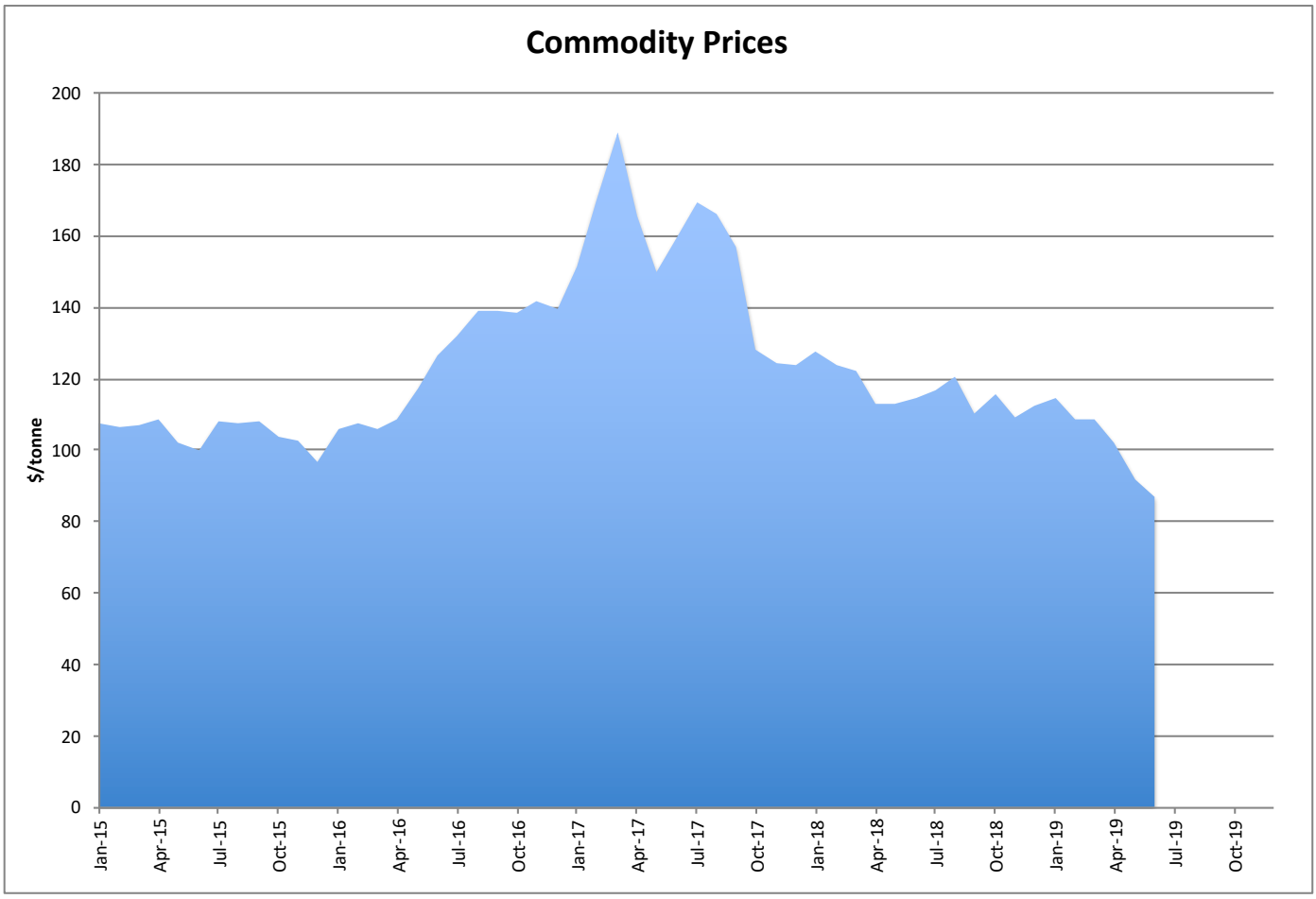
John Gerra, director of business development for BYD America, said that while municipalities are just beginning to consider electric waste vehicles for collections, there is a tremendous opportunity for growth.

“What I would say to fleet operators thinking of investing in electric vehicles would be to start with the states that have the best incentives and identify the top-priority states for this to leverage the money while it’s available,” he said. “Then you can get these new trucks into service and get everybody comfortable with the technology and get the maintenance teams up to speed on what’s required so that when emissions regulations tighten, your fleet is ready to roll out electric trucks on a larger scale. One thing is for sure: Emissions regulations aren’t going to get more lenient. And with electric trucks, the need to worry about emissions goes away.”


Diesel Price (Retail incl. Tax)
₹/l
140.0
130.0
120.0
110.0
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Commodity Prices
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Commodity Prices
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AMO watchfile



July 11, 2019

In This Issue

- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Updated OFM's Directive on reporting on fires and explosions requiring investigation.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- AMO Conference sponsorship.
- Sign up today for Pre-Conference Clinics at the 2019 AMO Conference.
- The AMO Conference is just 38 days away!
- Durham Region resolution concerning Lake Ontario water levels.
- Careers with Halton Region, Kingston and Cochrane DSSAB.

AMO Matters

Each week we will profile a key question about digital signatures. Q18: What is OCSP and an OCSP response? Click here for the answer.

Enter promotion code **63647** when ordering and save 15% on Deluxe Canada products including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

The Office of the Fire Marshal (OFM) has updated the directive regarding reporting on fires and explosions requiring investigation with focus on reducing the reporting burden without reducing public safety considerations.

Federal Matters

The draft new Canada-Ontario Agreement is available for comment on Ontario's Environmental Registry and on Canada.ca. It is available for comment for 60 days, until September 4, 2019.

Eye on Events

One speaking opportunity left! For information on this and other event sponsorships at the 2019 AMO Conference in Ottawa, please contact Lorna Ruder, tel: 416.971.9856 x341.

Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are three, half-day clinics available to purchase as part of your Conference experience. The sessions will run concurrently on Sunday, August 18, 2019 from 9:00 am to Noon. The cost is $360 plus HST. Register here at the AMO Conference site using the conference registration form.

Have a look at the 2019 Conference program we have lined up for you. There is a lot going on right now in Ontario's municipal sector. You can hear about it first-hand at the AMO Conference. Register here today.

Municipal Wire

The resolution of Durham Region resolves that the Provincial Government review and increase the funding provided to municipalities as the first line in flood prevention, preparation, mitigation, response and recovery commensurate to the anticipated increased flooding, erosion and damages.

Careers
Change Management Advisor - Region of Halton. Reports to: Manager, Human Services Planning & Program Support. Department: Social & Community Services. Posting No. SS-259-19. Posting Expires: July 17, 2019. Please apply online at Halton Job Postings.

Commissioner, Corporate Services - City of Kingston. File No.: J0619-0727. Closing: July 22, 2019. Reports to: Chief Administrative Officer. Please apply to City of Kingston Career Opportunities.

Director, Housing Services - Cochrane District Social Services Administration Board (CDSSAB). Reports to: Chief Administrative Officer. The Director, Housing Services also serves as the Deputy CEO of the Cochrane District Local Housing Corporation. For more information, contact Dania Zargaran at Odgers Berndtson Executive Search at 1.866.962.1990 or submit your resume and cover letter by August 9th, 2019 at Odgers Berndtson Opportunities.

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AMO watchfile



July 18, 2019

In This Issue

- Meeting management with integrated digital signatures.
- AMO-4S Partnership: Webinar now available.
- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Bill 108 comments on regulations - deadlines approach.
- Canada Infrastructure Bank makes investments in municipal infrastructure projects.
- Almost one billion in federal Gas Tax funding delivered to Ontario municipalities.
- Sign up today for Pre-Conference Clinics at the 2019 AMO Conference.
- The AMO Conference is just 30 days away!
- AMO Conference sponsorship.
- LAS Blog: AMO-4S partnership.

AMO Matters

Notarius and eSCRIBE are partnering to create greater levels of assurance for municipal users of their solutions. Users can trust that the Notarius digital and electronic signature platform integrated with eSCRIBE's meeting management platform will greatly improve the management of all documents in eSCRIBE's cloud-based solution. A recording of the webinar from July 8 is now available.

On June 26, AMO hosted a webinar that introduced a new partnership with 4S Consulting Services Inc., AMO's preferred provider of an occupational health and safety (OHS) management program. 4S will be offering OHS training, consulting and a digital dashboard tool, 4Safecom, at exclusive pricing to AMO members. Contact Addy Yellapantula for more information.

Each week we will profile a key question about digital signatures. Q19: What is a CRL? Click here for the answer.

Enter promotion code **63647** when ordering and save 15% on Deluxe Canada products including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

A reminder that MMAH has posted two draft regulations on the ERO for comment. On *Planning Act* and transition matters for planning - the deadline for comment is August 6, 2019. For Community Benefit Charges and DCs, the deadline is August 21, 2019.

Federal Matters

The Canada Infrastructure Bank (CIB) is making investments in municipal infrastructure projects. This news release features CIB's investment of up to $20 million in the Township of Mapleton's water and wastewater project.

AMO delivered almost one billion in federal Gas Tax funding this week to municipalities. This included $650 million from the one-time transfer as promised in the 2019 Federal Budget and the July payment of the 2019 allocation. To learn more about AMO and the federal Gas Tax Fund, visit Gas Tax at Work.

Eye on Events
Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are three, half-day clinics available to purchase as part of your Conference experience. The sessions will run concurrently on Sunday, August 18, 2019 from 9:00 am to Noon. The cost is $360 plus HST. Register here at the AMO Conference site using the conference registration form.

Have a look at the 2019 AMO Conference program we have lined up for you. There is a lot going on right now in Ontario's municipal sector. You can hear about it first-hand at the AMO Conference. Register here today.

For information on sponsorships opportunities at the 2019 AMO Conference in Ottawa, please contact Lorna Ruder, tel: 416.971.9856 x341.

LAS
LAS Blog: AMO has partnered with 4S Consulting Services Inc. to provide OHS management to members at exclusive prices. Check out the blog to learn more.

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AMO watchfile



July 25, 2019

In This Issue

- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Government eliminating unnecessary fundraising fees.
- Broadband and cellular expansion in rural and remote communities.
- Updating the Provincial Policy Statement.
- Does your Local Distribution Company deal with Distributed Generation?
- Special Advisor's report on recycling & plastic waste.
- Pre-Conference: Explore Ottawa by bike.
- Pre-Conference: Clinics at the 2019 AMO Conference.
- 2019 AMO Conference just a few weeks away!
- Risk Management Symposium this fall.
- IESO's SaveONenergy Incentives are changing.
- Use technology to reduce energy costs!
- Still time for a 2019 road/sidewalk assessment.
- Careers with York Region, King Township and Windsor.

AMO Matters

This is our final posting on the top questions about digital signatures. Q20: Can we sign DWG, BIM or other data files? Click here for the answer. Thank you for following along!

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Provincial Matters

The Ministry of the Attorney General is eliminating provincial fees applied to the sale of break open tickets. Removing the fee will help charities do more by ensuring more of the money raised is used to support those most in need. Break open ticket lottery events conducted by eligible charitable and religious organizations are regulated and licensed by the Alcohol and Gaming Commission of Ontario (AGCO) in partnership with municipalities.

The Government of Ontario announced the province's $315 million plan to improve and expand Internet and Cell Phone services in rural and remote communities. The Government is committing $71 million toward the $213 million Eastern Ontario Regional Network project and up to $63.7 million in funding toward SWIFT's (Southwestern Integrated Fibre Technology project in Southwestern Ontario, the Niagara Region and the Town of Caledon) total project costs of more than $190 million. The plan is expected to generate up to $1 billion in total investment over 5 years, resulting in new connections for up to 220,000 homes and businesses.

MMAH is consulting on changes to the Provincial Policy Statement (PPS) until October 21, 2019. The proposed full text changes and policy context is available for review.

The OEB is holding a consultation on Utility Remuneration and Distributed Energy Resources. The outcome will prescribe how local generation impacts the utilities' revenues. This consultation will end

September 18.

Minister Yurek has received the Report on Recycling & Plastic Waste from David Lindsay, who was appointed June 7 to discuss urgent issues around the Blue Box. Find out more here

Eye on Events
Explore Ottawa by bike and experience some of Ontario's most innovative cycling infrastructure on Sunday, August 18, prior to start of the AMO Conference. Participants will hear from city staff and local officials about the planning and impact of cycling projects, including Ontario's first downtown separated bike lane (Laurier Ave). Participation is free for registered delegates. Bikes and helmets will be provided. Tour will take place at a leisurely pace and will include stops to ask questions. Space is limited, register today.

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There is still time to register for the AMO Conference and AGM. As always, the conference will update delegates on topical issues of importance to municipalities in their role at Ontario's Frontline. Have a look at the 2019 AMO Conference program we have lined up for you. Register here today.

This year's Risk Management Symposium at Casino Rama will cover the following topics: autonomous vehicles, cannabis, climate change, cyber security, GPS, and smart cities. The future is here. Prepare your municipality for the potential risks. Book your spot now for September 12 and 13.

LAS
IESO is introducing new measures and changes to existing incentive levels under the Retrofit Program effective August 12. This will affect lighting and compressed air projects - be sure to review to know what to expect. For more information, visit the Retrofit program webpage or contact the IESO.

LED technology offers better light with the added benefit of maintenance-free operation. Eliminate maintenance costs associated with old light fixtures. Take advantage of our LAS Facility Lighting Service. Contact Christian today for a no-cost proposal.

There's still time to get your Road & Sidewalk Assessment done before the fall. Use the objective data and planning tool to create your 2020 repair plans and budgets. Contact Tanner to learn more.

Careers
Senior Policy Analyst #24196 (Senior Program Analyst) - York Region. Department: Community & Health Services. Location: Newmarket. Status: Permanent Full-Time. Reports to: Program Manager, Accessibility. Please apply by clicking here by July 31, 2019 at 4:30 p.m.

Senior Policy Analyst #24178 (Senior Program Analyst) - York Region. Department: Community & Health Services. Location: Newmarket. Status: Permanent Full-Time. Reports to: Program Manager, Social Policy. Date Closing: August 01, 2019. Please click here to apply online.

Planner I - King Township. Reports to: Manager, Planning & Development. This is a unionized position. Please visit King Township for a full job posting. Qualified candidates are requested to forward their resume by August 2, 2019 to: Human Resources, 2585 King Road, King City, Ontario L7B 1A1; Email: hr@king.ca.

Project Manager, Community Development & Health Services - City of Windsor. Job Posting #: 2019-0206-W. Position Status: Regular Full-Time. Reports to: Manager, Social Policy & Planning. Application

closing date: 4:30 p.m., Monday, August 12, 2019. An online application is available and must be completed and submitted by no later than the posting period noted. Please click here to apply now.

Economic Development Coordinator - King Township. Reports to: Economic Development Officer (EDO). Please visit King Township for a full job posting. Qualified candidates are requested to forward their resume by August 16, 2019 to: Human Resources, 2585 King Road, King City, Ontario L7B 1A1; Email: hr@king.ca.

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AMO watchfile



August 1, 2019

In This Issue

- In memoriam - Anne M. Johnston.
- New Intake for OMAFRA's RED Program.
- Ontario strengthens fire protection rules.
- Francophone Community Grants Program.
- Toward Parity in Municipal Politics program.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- Pre-Conference: Explore Ottawa by bike.
- Pre-Conference: Clinics at the 2019 AMO Conference.
- 2019 AMO Conference just a few weeks away!
- ONE Investment fall workshops across Ontario.
- LAS Blog: Coming soon! NEW Municipal Group Buying Program.
- Partnering with Communities program.
- Careers with Guelph, Durham Region and Toronto.

AMO Matters

Anne M. Johnston, former City of Toronto Councillor (1972-1985; 1988-2003) and former AMO Board member, passed away. Anne's career in municipal politics began in 1972 - she left politics in 2003 but not before endearing herself to others outside of Toronto and working to understand other's perspectives. Johnston helped promote more accessible public spaces by spending a week in a wheelchair and trying to make her way around city hall, as well as being a seniors advocate. She will be missed.

Provincial Matters

OMAFRA has launched a new intake of the Rural Economic Development (RED) Program and is accepting applications from July 29 - September 9, 2019. For the Economic Diversification and Competitiveness Stream, projects can receive up to 50% of eligible project costs to a maximum of $150,000. For the Strategic Economic Infrastructure Stream, projects can receive up to 30% of eligible project costs to a maximum of $250,000. Guidelines and application forms are available here.

On July 29, the Ministry of the Solicitor General announced that new *Fire Protection and Prevention Act* and Fire Code changes are in effect.

The Ministry of Francophone Affairs would like to remind Francophone organizations and businesses that the application period for the Francophone Community Grants Program will run until August 19, 2019.

Federal Matters

FCM's Toward Parity in Municipal Politics program is looking for local initiatives that will look to strengthen opportunities or reduce barriers for women to fully participate in municipal politics/local government. Projects are eligible for up to $5000 in funding. Applications must be led by an FCM member (municipal or local government) or affiliate member such as a provincial or territorial association. Submission deadline - August 15, 2019.

The draft new Canada-Ontario Agreement is available for comment on Ontario's Environmental

Registry and on Canada.ca until September 4, 2019.

Eye on Events
Explore Ottawa by bike and experience some of Ontario's most innovative cycling infrastructure on Sunday, August 18, prior to start of the AMO Conference. Participants will hear from city staff and local officials about the planning and impact of cycling projects, including Ontario's first downtown separated bike lane (Laurier Ave). Participation is free for registered delegates. Bikes and helmets will be provided. Tour will take place at a leisurely pace and will include stops to ask questions. Space is limited, register today.

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There is still time to register for the AMO Conference and AGM. As always, the conference will update delegates on topical issues of importance to municipalities in their role at Ontario's Frontline. Have a look at the 2019 AMO Conference program we have lined up for you. Register here today.

ONE Investment fall workshops across Ontario - for more information click here. Learn why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options?

LAS
LAS is looking forward to launching our newest offering: the Municipal Group Buying Program. It will give Ontario municipalities access to a wide range of products and services at discounted prices. Check out the LAS Blog to learn more.

Municipal Wire*
Ontario's Universities' Partnering with Communities program ensures both students and the province are better prepared for a rapidly changing future and in helping build strong communities throughout Ontario. Read about student community impact and some examples of these partnerships.

Careers
General Manager, Strategy, Innovation, Intergovernmental Services - City of Guelph. Reports to: Chief Administrative Officer. Qualified applicants are invited to apply using our online application system by Sunday, August 11, 2019. Please visit the job posting listed on our careers page and click on the "Apply for this job" button. Instructions will follow.

Manager, Policy & Intergovernmental Services - City of Guelph. Reports to: General Manager, Strategy, Innovation, Intergovernmental Services. Qualified applicants are invited to apply using our online application system by Sunday, August 11, 2019. Please visit the job posting listed on our careers page and click on the "Apply for this job" button. Instructions will follow.

Senior Financial Analyst 2 (Job ID 10805) - Region of Durham - Number of Available positions: 3 (2 Regular, Full-time, 1 Temporary, Full-time). Reports to: Manager, Business Planning & Budgets. To learn more about this opportunity, please visit our website and apply online directly to Job ID#10805 no later than August 11, 2019.

Deputy Fire Chief - City of Toronto. Reports to: Fire Chief/General Manager, Toronto Fire Services. For more information on this and other opportunities with the City of Toronto, visit us online at Toronto Jobs at the City. To apply online, submit your resume, quoting File #2329427X, by August 19, 2019.

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AMO watchfile



August 8, 2019

In This Issue

- AMO Youth Engagement Initiative.
- Special Advisor's Report on Blue Box released.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- Pre-Conference: Explore Ottawa by bike.
- Pre-Conference: Clinics at the 2019 AMO Conference.
- AMO's Fall Policy Forum: London, October 24 + 25.
- ONE Investment fall workshops across Ontario.
- Careers with Kingston, Burlington, Lakeshore and Orangeville.

AMO Matters

AMO is pleased to launch our new Youth Engagement Initiative at this year's Annual Conference. Following the launch, please join other young council members from across Ontario for socializing and networking.

Provincial Matters

The Special Advisor on Recycling and Plastic Waste released his report to the Ministry of the Environment, Conservation and Parks. AMO is working with the Ministry on next steps.

Federal Matters

The draft new Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health is available for comment on Ontario's Environmental Registry and on Canada.ca. It is available for comment for 60 days, until September 4, 2019**.**

Eye on Events

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Save the dates - October 24 + 25 - for AMO's Fall Policy Forum, for elected officials, senior municipal staff and others. London will be the location of a two-day forum on some of the key policy issues and questions confronting Ontario's municipal governments. Program details will be available in September.

ONE Investment fall workshops across Ontario - for more information click here. Learn why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options?

Careers

Planner - City of Kingston. Reports to: Manager, Policy Planning. File No.: J0719-0644. Job Type: Temporary. Closing date: August 16, 2019. Please apply to City of Kingston Career Opportunities. Your resume must clearly demonstrate how you meet the requirements of the position.

Financial Analyst - City of Burlington. Employment Status: Contract/Job Rotation up to November 2020. Job Number: FN-158-19. Posting Closing Date: August 16, 2019. To apply, visit City of Burlington Career Opportunities and click on "View Jobs". Please note that applications are only accepted online.

General Accounting Supervisor - Town of Lakeshore. Reports to: Manager, Accounting Services. Qualified applicants are to email a detailed resume outlining their qualifications to jobs@lakeshore.ca no later than 9:00 a.m., Monday, August 19, 2019, clearly indicating General Accounting Supervisor in the subject line.

Senior Procurement Specialist - Town of Orangeville. Department: Corporate Services. Please submit your resume, in confidence, to Sarah Alexander, Human Resources Assistant, no later than 4 p.m. on Thursday August 22, 2019. Applications may be submitted online, emailed to hr@orangeville.ca, or submitted in person to the Town Hall located at 87 Broadway. If submitting a resume via email, please quote the job title in the subject line.

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Memo

To: Mayor and Council

From: Tina Merner, Deputy Clerk

Subject: Draft Procurement Policy

Date: August 13th, 2019

Background:

Staff is currently reviewing all policies and the procurement policy was prioritized on the list. Our current Procurement Policy was completed on January 16, 2006. Revisions have been completed to update the policy and include Accessibility Requirements. Comparisons of procurement procedures were made with three surrounding municipalities in Middlesex County.

Analysis:

Our current Policy 05-2006 is included for reference. A draft of the new proposed policy is included for review. When council is ready to adopt the final version of the Procurement Policy a bylaw authorizing same will be completed as well as a policy number assigned to include same in our policy manual.

Impact to Budget:

N/A

Recommendation:

That Policy Number 100-55-2019 be accepted for review and discussion at this time and brought forward at next regular council meeting for comments and/or adoption.

Tina Merner

Tina Merner
Deputy Clerk

Township of Lucan Biddulph

Policy: Procurement Policy

Policy Number: 100-55-2019
adopted by Bylaw No. ___ 2019

Effective Date: August 13, 2019

Revised Date: August 13, 2019

Procurement Policy

Purpose:

The Municipal Act, 2001, as revised, provides that a municipality shall adopt and maintain a policy with respect to its procurement of goods and services. Council, the public and the business community shall have confidence in the integrity of the procurement policy and staff involved in the procurement process. The purpose is to ensure:

1. objectivity and integrity in the procurement process;
2. fair treatment of all bidders;
3. openness, accountability and transparency in all business transactions;
4. responsible management of the public funds, Municipal finances and assets;
5. best value is achieved when procuring supplies and services;

To ensure effectiveness and relevance of this policy there shall be a review completed within 5 years of the approval date. The policy remains in force until the review is completed and Council has adopted the revisions.

Scope:

This policy applies to all Departments of the Township.

Objectives:

All members of Council and all employees who are authorized to purchase goods, services or construction on behalf of Lucan Biddulph are to adhere to the following:

DRAFT

Personal integrity and professionalism
The public expects their taxpayers' money to be used with honesty, due diligence and care. Individuals involved with procurement activities are expected to conduct themselves with integrity and professionalism, show respect for each other and the environment, and safeguard confidential information. Municipal Staff should not engage in any activity that creates, or appears to create, a conflict of interest.

Accountability and transparency
All activities involved in the purchase of goods and services using public funds should be fair and transparent, and for the purpose of acquiring the best value for money.

Compliance and continuous improvement
Lucan Biddulph has established and will regularly review the policies and procedures around procurement. Staff will recommend improvements as necessary, acquire additional procurement knowledge and skills, and share best practices.

Further, the Council Code of Conduct shall govern appropriate conduct and decision making within the authority granted under this policy.

No member of staff or Council may receive a personal benefit from any contract for supplies and/or services or benefit from the very nature of their employment with Lucan Biddulph or their being on Council, as the case may be.

Definitions:

For the purposes of this policy:

Approved Budget" means the annual budget approved by the Township and any amendment thereto.

Blanket Order" means the agreement wherein a vendor will sell certain items to the Township for an agreed period of time with established terms and conditions.

“CAO" means the Chief Administrative Officer of the Township as appointed by by-law.

“Capital Expenditure" means those expenditures identified by the Council of the Township in annual budget estimates in the Capital portion of the budget.

“Conflict of Interest" is defined as a situation or circumstance, real or perceived, which could give a supplier or consultant an unfair advantage during a procurement process or compromise the ability of a supplier or consultant to perform its obligations under their contract.

“Council" means the Council of the Township of Lucan Biddulph.

“Department Manager" means a Manager or head of one of the departments operating within the Township.

“Emergency Purchase" means a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property or significant financial loss or environmental impacts.

“Generic" means that no specific brand or name shall be included as part of the specifications unless such a brand or name is required to identify the intent of a purchase, order or proposal.

“Township" means the Township of Lucan Biddulph.

"Purchasing Designate" means a person designated by a Department Manager to exercise any or all responsibilities of that Department Manager with respect to policy. The Department Manager must notify the Treasurer in writing of the name(s) of the Purchasing Designate(s) within their Department.

"Quotation" means a written offer to sell or a "bid" obtained from selected suppliers to supply stipulated goods or services at a particular price.

“Request for Proposal” also known as RFP is the process used to solicit Bids from Bidders for the purchase of Goods or Services where a clearly defined specification is not available or is difficult to develop due to unknown factors or uncertainty of requirements. The decision to award to a proponent is based on evaluation criteria that will determine the proposal containing the highest value for the municipality. Price is not always the deciding factor and negotiation may be used to reach final agreement with the successful proponent.

“Request for Tender” also known as RFT is a request for Bids where the specifications are defined. Price is not always the deciding factor and negotiation may be used to reach final agreement with the successful proponent.

"Services" means items such as telephone, gas, water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical and related services, insurance, leases for grounds, buildings, office or other space required by the Township and the rental, repair or maintenance of equipment, machinery, or other personal and real property.

"Small Order Purchases" means the purchase of goods and services up to an amount not exceeding $20,000.00.

"Supplies" means goods, wares, merchandise, material and equipment.

"Tender" means a document, which sets out particular specifications for the commodity or service required. This can also refer to an offer in writing to execute some specified work or to provide some specified articles at a specified rate.

"Treasurer" means the Treasurer of the Township.

"Vendor" shall mean any person or enterprise supplying goods or services to the Township.

Roles & Responsibilities:

The Council of the Township has ultimate authority for all expenditures. Council delegates this authority by the authorization of budgets or by specific resolution. The Treasurer cannot pay for any item that has not been authorized by Council through budget appropriation or specific resolution.

Resolutions approving budget amendments, capital expenditures or special appropriations shall reference the purpose of the expenditure, cost estimates or expenditure limitation, as well as the fund in which the appropriation has been provided. Staff reports recommending budget amendments, capital expenditures or special appropriations shall be approved by the relevant Department Manager prior to presentation to Council.

The Department Manager shall be responsible for approval of accounts within the approved budget for their Department or any amendment to same as approved by Council. The Department Manager may appoint a Purchasing Designate to exercise any or all responsibilities assigned to that Department Manager by this Purchasing Policy. It is the Department Manager's responsibility to notify the Treasurer in writing regarding the name of the Purchasing Designate.

Procedure:

Purchasing Authority and Procedures

A Department Manager is hereby authorized to make Small Order Purchases for goods or services under $20,000 from such vendors and upon such terms and conditions, as the Department Manager deems appropriate. The Department Manager will attempt to obtain competitive prices.

A Department Manager is hereby authorized to make Quotation Purchases for goods or services between $20,000.00 and not more than $50,000.00 from such vendor and upon such terms and conditions as the Department Manager deems advisable, subject to first obtaining at least three (3) written quotations, whenever possible. Bid documents and specifications (as applicable) can be issued and received by e-mail and/or fax transmission at the originating Departments location. The bid details are to be maintained within the originating Department for three years.

The Department Manager shall not order goods or services exceeding $50,000.00 without requesting and obtaining sealed tenders for the goods and services unless specifically authorized to do so by a resolution of Council for a particular transaction. Bids must have a submission label detailing the project name, bidder's name and address. All attempts must be made to obtain at least three (3) written tenders whenever possible. See tendering procedures.

Notwithstanding the above, adherence to this Purchasing Policy is not required with respect to those items listed below, or to a transaction specifically authorized by resolution of Council to be exempt from this purchasing policy:

- Purchases for consulting services for a program where services (i.e. bridge inspection/evaluation) have been awarded to a consulting firm on an on-going basis, where clearly identified in the budget.
- Purchases for the supply and placement of road material throughout the Municipality in excess of $50,000 but not to exceed $100,000 when clearly identified in the budget.
- Purchases of replacement parts, where the original equipment manufacturer is the sole provider of that equipment.
- Single source supply. If the single source supply is in excess of $20,000, Council approval is required.

A Department Manager shall ensure that unspecified capital expenditures in an amount exceeding $20,000.00 in the annual estimates receive prior Council approval.

Council Approval is not required if all of the following conditions have been met:

- The total value of the quotation is less than the amount approved in the current year estimates.
- The contract is being awarded to the lowest bidder meeting the specifications.
- There are no Senior Government requirements for Council approval of a quotation.

Tendering Procedures

The following tendering policy shall apply to the purchase of all types of goods, works and services where the estimated cost is expected to exceed $50,000.

All Tenders shall be advertised electronically on either the Municipal website or an integrated online portal for the public bid distribution for at least fifteen (15) calendar days preceding the closing date for tenders or for a longer period if required by trade agreement.

All addenda material will be posted at minimum 48 hours prior to bid closing. Tender closing may be extended to allow sufficient time for bidders to consider Addenda materials.

All Tenders shall include the provision “the lowest or any bid will not necessarily be accepted”.

All tenders shall close at 2:00 p.m. on the date specified in the advertisement. Late bids will not be accepted.

All departments/divisions must document the receipt of all submissions over $5,000.00 including the bidder’s name, date/time of receipt of bid, and initials of the employee accepting the bid.

Tenders shall be opened at a public tender opening immediately following the tender closing by the appropriate Department Manager or Purchasing Designate, at least one (1) other staff member and any other person deemed necessary.

A record of the tendered prices will be noted together with the list of tenderers. Tenders will be referred to the appropriate Department Manager for review.

A request for information may be required where there is doubt regarding a Company's ability to meet the terms of the tender. A bid may be deemed non-compliant if the bidder is unable to provide proof, to the satisfaction of the Department Manager, that they are experienced and capable of meeting the terms of the tender.

Tender calls shall require deposits and bonding where a signed contract is used as follows:

- Certified cheque or bid bond for an amount not less than $5,000, or more than 10% of the tendered price.
- At a minimum a 50/50 Performance bond of the tendered price.
- Labour and Material Payment bond in amount not less than 50% of the tendered price.

The acquisition of major equipment does not require tender deposits, performance or payment bonds.

Council Approval is not required if all of the following conditions have been met:

- The total value of the tender is less than the amount approved in the current year estimates.
- The total value of the tender is less than $50,000.
- The contract is being awarded to the lowest bidder meeting the specifications.
- There are no Senior Government requirements for Council approval of a tender.

Request for Proposals

A Department Manager may use a request for proposal in place of a Request for Tender when goods or services cannot be specifically stipulated or when alternative methods are being sought to perform certain functions or services.

In the case of requests for proposals, Terms of Reference for the project, including information pertaining to the evaluation of the Request for Proposal, shall be issued to perspective applicants.

Emergency Purchases

A Department Manager is hereby authorized to make Emergency Purchases that exceed $20,000.

A Department Manager who has made an Emergency Purchase shall present a report to Council at the meeting immediately following the Emergency Purchase.

Purchase by Negotiation

A Department Manager may, under direction of the Chief Administrative Officer, purchase by negotiating with one or more vendors. In such a case, the requirement for inviting Tenders and Quotations may be waived under the following conditions:

- When, due to market conditions and in the judgment of the Department Manager, goods are in short supply.
- Where there is only one source of supply for the goods and services.

- Where Small Order Purchases for goods or services are to be obtained by means of a Blanket Order from sole source vendors or suppliers or from retail or wholesale vendors where a Quotation is impractical.
- Where the Department Manager has been previously unsuccessful in breaking Identical bids and the same goods are then required.
- Where the lowest bid meeting specifications is excessive in total cost and/or exceeds the estimated costs by 10%.
- Where all bids received fail to meet the specifications and/or tender terms and conditions and it is impractical to recall Tenders or Quotations.

In respect of any negotiated purchase exceeding $20,000, the Chief Administrative Officer shall review same, and if so advised, shall recommend that Council approve the negotiated purchase at the next scheduled meeting of Council.

The methods of negotiation shall be those accepted as standard negotiating practice and shall employ fair and ethical practices. The information pertinent to and the results of all such negotiations shall be reported to the Chief Administrative Officer and shall, at his or her direction, be reported to Council.

Exceptions

The purchasing methods described in this procurement policy shall not apply to the following goods and services:

- Training and education
- Memberships
- Reimbursement of Employee and Councillor Expenses
- Payroll deductions
- Licenses, including Hardware and Software Licenses and maintenance contracts
- Employee benefits
- The hiring of contract employees
- Debenture payments
- The borrowing and investing of money
- the rental, lease, purchase and sale of property, land or accommodation
- Insurance premium payments, claim settlements and adjuster services
- Damage claims
- Legal fees and other professional services related to litigation or legal matters
- Consulting fees with respect to employee matters
- Utilities

General Provisions

A Department Manager may request exemption from any or all of the purchasing methods outlined in this policy by submission of a request to the CAO and Council. Such exemption may be granted by resolution of Council.

Neither the CAO nor any Department Manager or other employee shall divide, stagger or alter any contract or purchase to avoid any requirements of this policy.

No employee or elected official of the Township shall purchase or offer to purchase on behalf of the Township any goods or services except in accordance with the policy.

No personal purchases shall be made by the Township for elected officials or employees.

The purchase of goods and services from firms located within the boundaries of the Township shall be encouraged whenever possible, on the basis of all other selection criteria being equal.

Performance evaluations may be undertaken on suppliers and providers of service.

The CAO and Department Managers shall ensure that in all purchases, price and past performance shall be the prime selection criteria provided all specifications are met. Such specifications are to be generic or "as equivalent". All factors influencing the purchasing decision are to be included in the specifications.

Each Department Manager or the Purchasing Designate shall ensure that, in respect of his or her department, all invoices and accounts from vendors shall be authorized, in accordance with this policy, prior to payment. Authorization in the form of signatures of the Department Manager and staff denoting clerical accuracy, budgetary or specific resolution approval and indication that goods and services were received in good order must be in place. These required signatures are deemed to authorize payment.

Between the last regular meeting of Council in any year and the adoption of estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Township that are required to maintain services. This shall include the payment of accounts or previously approved capital items and projects.

After the adoption of estimates, the Treasurer is authorized to pay the accounts approved by the appropriate Department Manager and to pay contract accounts upon receipt of evidence of value received and which is approved by the appropriate Department Manager.

The Department Manager shall ensure that any estimated or actual over expenditure of a department's facility, program or capital budget will be reported to Council.

Co-Operative Purchasing

The Township may and is encouraged to participate with other municipalities, municipal agencies or public authorities in co-operative purchase ventures when the best interest of the Township will be served.

In the event that participation in a co-operative purchase venture does not comply with the Township's purchasing policy, Council shall authorize participation in the purchase venture.

On-Going Services and Contracts
This Section is intended to deal with on-going services and contracts the Township has with various suppliers. Examples are as follows:

Audit Services
Banking Services
Food Management Services
Provision of Property and Liability Insurance
Provision of Health Care Benefits
Maintenance and Cleaning Contracts
Counseling and Employment Assistant Services

At the time of renewal the Department Manager may recommend to Council that the service be continued, or that it be tendered or that quotations be obtained.

Accessibility
When procuring goods, services and facilities, the Township of Lucan Biddulph will comply with the requirements of the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, 2005 and its associated standards enacted through regulation. The Township will integrate appropriate accessibility design, criteria and features into the purchasing process.

Where it is not practicable to incorporate accessibility design, criteria and features, the Township will prepare an explanation as to why accessibility is not included, and provide this explanation to the public, upon request.

In accordance with Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation), the contractor is responsible to ensure that all of its employees and volunteers are adequately trained. The Township may request training logs from contractors. A formal signoff is required from all contractors which is attached as ‘Schedule B’.

The Guide to Accessibility Requirements for purchasing goods, services and facilities for Lucan Biddulph is attached as 'Schedule A’.

Occupational Health and Safety
Vendors who will be supplying a service to the Township must provide in their documentation a commitment to carry out the work, on or related to Municipal assets or property, in conformity with the Occupational Health and Safety Act and any other related applicable legislation and regulations.

Insurance and Workplace Safety and Insurance Board (WSIB)
All vendors who supply services to Lucan Biddulph shall, before the start of work, provide proof of insurance and WSIB. General Liability amounts shall have limits no less than $2,000,000 and will be determined by the Department Director.

Schedule “A”

Guide to Accessibility Requirements

For purchasing goods, services and facilities for the

Township of Lucan Biddulph

Integrated Accessibility Standards Regulation-Ontario Regulation

191/11made under the Accessibility for Ontarians with Disabilities Act, 2005

(AODA)

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"One in seven people in Ontario have a disability.
Over the next 20 years, that
number will rise as the population ages".

Source: Ministry of Community and Social Services, Making Ontario Accessible

What is my responsibility as an employee of the Township of Lucan Biddulph?

Your responsibility as an employee of the Township of Lucan Biddulph is to incorporate accessibility criteria and features when purchasing goods, services or facilities and when designing, procuring or acquiring self-service kiosks. This is in accordance with section 5 and 6 of the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11).

Goods, services or facilities that are not accessible, may deny people the opportunity to become employees, service users or engaged citizens!

Whether purchasing computers, office equipment, self-service kiosks, renovating a building, purchasing a facility, etc....accessibility criteria must be considered.

"70 % of disabilities are non-visible".

Source: Ministry of Community and Social Services, Making Ontario Accessible

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What are disabilities and barriers?

Sometimes when people think of disabilities, they usually think about someone who is using a wheelchair; however, there are many other disabilities and barriers to participation that are both visible and nonvisible.

Accessibility for Ontarians with Disabilities Act definitions:

Disability:

1. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
2. a condition of mental impairment or a developmental disability,
3. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
4. a mental disorder, or
5. an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*

Barrier:
Anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or practice, ("obstacle")

Accessibility:
A general term used to describe the degree of ease that something (e.g. device, service environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, highly usable and practical for the general population as well.

Before you purchase...ask yourself:

- Can a person with a disability use this good, service or facility?
- What are the barriers?

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- Can someone with a disability use the facility you are planning to acquire, as easily as a person without a disability?
- Will the good, service or facility adapt to the needs of an individual with a disability?
- Will the good, service or facility be used by members of the public or by employees?
- What are the appropriate accessibility criteria and how can they be incorporated into the procurement process?
- Does the product meet ergonomic standards and can it be customized to meet a variety of needs?
- Are your brochures, handouts and information accessible for people with visual impairments or a learning disability?

Some criteria to consider when purchasing services:

- Has the service provider provided their staff with accessible customer service training, as required under the Accessible Customer Service Standard?
- Can the service provider accommodate the needs of people of all abilities?
- Will the company use accessible signage, audio and/or print materials?
- Does the company have an accessible website?
- Can the service provider accommodate the needs of people of all abilities?

Some criteria to consider when purchasing facilities:

- Can someone using a mobility aid, like a wheelchair or walker get around the facility?
- Are signs placed at an accessible height?
- Is a ramp provided to the main entrance? Or is there only stairs?
- Is there enough accessible parking?
- Are there accessible washrooms?

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Give yourself time to make a purchase.
Sometimes finding the right accessible good,
service or facility takes time.

What if I can't find an accessible option?
If you can't find a good, service or facility that meets your needs, look for ways to make it more accessible. If someone asks, you must explain why the option you chose isn't accessible

If you determine that it is technically infeasible, or not "practicable" to incorporate accessibility criteria and features, fill out Form A and send it to the Accessibility Coordinator.

What resources should I consider for the built environment?
When purchasing items related to the built environment, staff should consult the following:

- City of London - Facility Accessibility Design Standard
- City of Markham -Accessibility Design Guideline
- Ontario Building Code - Barrier Free Section

What about print material or online documents?
Documents created, adapted or otherwise presented on behalf of the Township of Lucan Biddulph shall be developed in accordance with the Accessible Digital Office Document manual. When posting documents on the municipal website, staff must ensure compliance with the Web Content Accessibility Guidelines.

Accessible formats may also be requested. Accessible formats include, but are not limited to: Braille, audio, plain language, accessible documents that are compatible with screen reading software.

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What if I'm purchasing the services of a consultant?
Consultants who may facilitate a public open house or otherwise seek/receive feedback on behalf of the municipality shall ensure that all communication, equipment and materials take into account a person's disability so that all in attendance may participate equally as outlined in the AODA legislation. This includes but is not limited to:

- Communicate in a format that allows an individual to receive information in an alternate format;
- Holding events in venues that are physically accessible;
- During events be prepared to provide ASL interpreter services;
- Understand emergency evacuation procedures and be ready and willing to provide assistance to event.
- Ensure that the event aligns with the Municipality's Accessibility for Ontarians with Disabilities Act policies and procedures.

When obtaining a third party:
In accordance with the AODA legislation the Supplier (Third Party Provider) must ensure appropriate employees have completed the following:

- Serve-Ability: Transforming Ontario's Customer Service and;
- Access Forward: Training for an Accessible Ontario

Suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available, to the municipal contact, any time during the Term of the Contract.

How can I make a self-serve kiosk accessible?
The Integrated Accessibility Regulation requires that accessibility features be incorporated when designing procuring or acquiring self-service kiosks.

A kiosk is defined in this legislation as an interactive electronic terminal, including a point-of-sale device, intended for public use that allows users to access one or more services or products or both. The vendor/supplier must demonstrate how the kiosk will comply with the Integrated Accessibility Regulation.

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What should I know about technology?
Staff should demonstrate that the purchase is compliant with the Web Content Accessibility Guidelines 2.0 as per the Integrated Accessibility Regulation.

For more information, staff should consult the Accessibility Coordinator or the Joint Accessibility Advisory Committee.

For more information....

- Learn more about the Accessibility for Ontarians with Disabilities Act at www.Ontario.ca/AccessON
- To learn about how to prevent barriers to accessibility in a wide range of goods, services and facilities, visit www.Ontario.ca/pp30
- Incorporate accessibility criteria in all stages of your procurement practices, including writing and assessing tenders at the Centre for Excellence and Universal Design.
- Checklist to ensure your meeting is accessible.

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Schedule “B”

ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Township of Lucan Biddulph is required to train all third parties or persons who provide goods, services or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with the public on behalf of the Township of Lucan Biddulph must meet the requirements of the above-noted Regulations with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

- Serve-Ability: Transforming Ontario’s Customer Service
  http://www.mcss.gov.on.ca/en/serve-ability/index.aspx
- Access Forward: Training for an Accessible Ontario – www.accessforward.ca
- Ontario Human Rights Code –
  http://www.ohrc.on.ca/en/learning/working-together-ontario-human-rights-code-and-accessibility-ontarians-disabilities-act

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Township of Lucan Biddulph any time during the term of the Contract.

I acknowledge the aforementioned accessibility regulations and that my company staff and any subcontractors have received the above training.

Company Name: _____ Date: _____

Authorized Official: _____
Signature

_____
Print Name

_____
Title

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CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 05-2006

Being a By-law to provide for procurement procedures

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, Part VI, s. 271 states that before January 1, 2005, a municipality and a local board shall adopt policies with respect to procurement of goods and services, including policies with respect to:

(a) the types of procurement processes that shall be used;
(b) the goals to be achieved by using each type of procurement process;
(c) the circumstances under which each type of procurement process shall be used;
(d) the circumstances under which a tendering process is not required;
(e) the circumstances under which in-house bids will be encouraged as part of a tendering process;
(f) how the integrity of each procurement process will be maintained;
(g) how the interests of the municipality or local board, as the case may be, the public and persons participating in procurement process will be protected;
(h) how and when the procurement processes will be reviewed to evaluate their effectiveness; and
(i) any other prescribed matter.

NOW THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

SECTION 1 - POLICY STATEMENT

To establish purchasing policies to ensure the most cost-effective methods are used to purchase goods and services for all Township departments. To ensure the prices paid for goods and services make optimum use of Township resources. To promote and maintain the integrity of the purchasing process and thereby to protect Council, vendors and staff involved in the process by providing clear direction and accountabilities. To maintain an open and honest process that is fair and impartial.

Role of the Treasurer

To coordinate and/or standardize the purchase of similar items by departments in order to optimize discounts available to the Township. To ensure that the procurement policies are adhered to by departments who have authorized spending limits defined or delegated through this policy.

SECTION II - PURCHASING PRINCIPLES

1. To promote the most cost effective and efficient use of Township funds and resources by acquiring the specified goods and services at the optimum quality, quantity, price, delivery and performance.
2. To encourage open competitive bidding on all acquisition and disposal of goods and services where practical.
3. Unless otherwise approved by Council to purchase goods and services only as approved in the annual budgets.
4. To obtain the most competitive offers from the most responsible and responsive vendors. To use vendors who comply with the provisions of the bid solicitation, including specifications and contractual terms and conditions. To use vendors who can be expected to provide satisfactory performance based on reputation, references, past experience, and sufficiency of financial and other resources.
5. To structure specifications that does not exclude certain vendors or manufacturers unless there is documented evidence to warrant exclusion.

6. To always consider the "total acquisition cost" rather than the lowest bid. This includes, but is not limited to, such factors as repairs, staff training, suitability, compatibility, warranty, trade-in values, recycling and disposal concerns.
7. To acquire goods and services with regard to preservation of the natural environment. This gives reference to the method of manufacture and the method of disposal.
8. To delegate the appropriate level of authority to enable Township departments to meet service requirements.
9. To ensure that those employees who are responsible for the requisitioning and purchasing of goods and services are accountable for their actions and decisions.
10. To participate with other publicly funded bodies in co-operative purchasing activities where they are in the best interest of the Township.

SECTION III - APPROVAL LEVELS

Unless otherwise approved by Council, all purchases of goods and services must be approved in the annual budgets. Formal approval of the budget constitutes financial approval to proceed with the procurement process. The ability to incur the actual expenditures is delegated to Township staff based on the following approval levels:

Up to $10,000	Department Head
Over $10,000	Council

The dollar limits above refer to invoice cost inclusive of taxes.

No requisition, purchase, or contract shall be divided in order to avoid the requirements of the spending limits of this section.

SECTION IV - GENERAL PROCUREMENT PROCEDURES

The following are authorized procedures for the procurement of goods and services:

Procedure	Project Cost
Petty Cash	Not to exceed $200
Direct Purchase Process	Not to exceed $10,000
Information Quotation Process	Not to exceed $30,000
Request for Tender/Proposal	Greater than $30,000

See "Section V - Emergency Purchases" for additional information on procedures.

The dollar limits above refer to invoice cost inclusive of taxes.

No requisition, purchase, or contract shall be divided in order to avoid the requirements of the dollar value limits of this section.

Where goods and services of a similar type are to be supplied on a repetitive basis from one or more suppliers either over a period of time in a calendar year or over the course of a season, those goods and services shall be purchased in accordance with the provisions of this By-law applicable to goods and services having a price or value equal to the total estimated cost of all such similar goods and services to be supplied in the whole calendar year or during the course of the entire season as the case may be. The appropriate procedure above will be utilized according to the total dollar value.

A brief description of each procedure follows. In addition, refer to Schedule "A" Methods of Purchasing Permitted under By-law.

PURCHASES NOT TO EXCEED $200
PETTY CASH

To permit the acquisition of small or incidental items in a timely and cost effective way, without incurring undue administrative expenses or undermining the more formal procurement programs.

1. A petty cash fund will be maintained by the Treasurer to meet the requirements of acquisition of goods and services having a value of $200 or less.

2. Petty cash purchases shall be made from the competitive marketplace where practical.

3. All petty cash disbursements shall be evidenced by Petty Cash Summary slips. The slips will accompany the cheque requisition form used to replenish the fund monthly.

PURCHASES NOT TO EXCEED $10,000
DIRECT PURCHASE PROCESS

1. Purchases with an estimated value not greater than $10,000 may be made without securing written quotes.

2. Notwithstanding the procedure chosen, it shall demonstrate that fair market value was achieved.

PURCHASES NOT TO EXCEED $30,000
INFORMAL QUOTATION PROCESS

1. Purchases with an estimate value not greater than $30,000 shall be obtained using a competitive process. The requirements of the competitive process may be waived under authority of the Council of the Township of Lucan Biddulph. In this case, the competitive process will be replaced by the negotiated method. Should the negotiated method of purchase be employed, the Council of the Township of Lucan Biddulph must clearly state that this was the case and give the justification for the decision.

2. The Department Head shall obtain written quotes from suppliers without formal advertising or receipt of sealed bids. At least three (3) written quotes, where practical, shall be obtained from those vendors able to supply the goods or services in a responsible and responsive manner.

3. The supporting documentation will be submitted to and reviewed by the Treasurer to ensure completeness and compliance with the prescribed policy and procedures and estimated budget as approved by Council.

PURCHASES GREATER THAN $30,000
REQUEST FOR TENDER/REQUEST FOR PROPOSAL PROCESS

1. The acquisition of all goods and/or services having an estimated value greater than $30,000 shall be obtained using a Request for Tender or Request for Proposal process and may require vendor pre-qualification. The requirements of the competitive process may be waived under the authority of the Council of the Township of Lucan Biddulph. In this case, the competitive process will be replaced by the negotiated method. Should the negotiated method of purchase be employed, the Council of the Township of Lucan Biddulph must clearly state that this was the case and give the justification for the decision.

2. The Tender/Proposal documents submitted to the Township must be addressed and sealed.

3. The Tender/Proposal documents may be opened at an open Council meeting. Alternatively the Tender/Proposal documents can be received, opened, and summarized by a committee comprised of the Department Head and at least one member of Council after which a written report with recommendations will be forwarded to the Council for approval.

4. The Township reserves the right to reject any or all bids, to waive irregularities, informalities therein, and to award the contract in the best interest of the Township in its sole and unfettered discretion.

REQUEST FOR TENDER VERSUS REQUEST FOR PROPOSAL

A Request for Tender shall be issued for purchases exceeding $30,000 where all of the following criteria apply:

1. two or more sources are considered capable of supplying the requirements,
2. the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria,
3. the market conditions are such that tenders can be submitted on a common pricing basis,
4. it is intended to accept the lowest priced compliant bid without negotiations.

A Request for Proposal should be issued where one or more of the criteria for issuing a Request for Tender cannot be met, such as:

1. owing to the nature of the requirements, suppliers are invited to propose a solution to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone; or

2. it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.

In general, the Request for Proposals process encourages different solutions from vendors and actively searches for better and more creative ideas for supply of goods and services. It provides a process whereby the negotiation and award is based on demonstrated competence, qualifications and the technical merits of the Proposal at a fair price.

SECTION V - EMERGENCY PURCHASES

Where a situation arises requiring the immediate procurement of goods or services essential to prevent serious delays in the work of any Department or which might involve danger to life, health or safety of employees, or the public, or to prevent damage to property, a Department Head may purchase the required goods or services notwithstanding any other provision of this policy. As soon after the purchase as reasonably possible, the Department Head shall provide a written report to the Treasurer and Council.

SECTION VI - DISPOSAL OF SURPLUS OR OBSOLETE ASSETS

Disposal of surplus assets is the responsibility of the Treasurer. The Treasurer may delegate responsibility for disposal of certain assets, if it is beneficial to the Township to do so.

Where any goods, equipment or inventory stocks are surplus, obsolete or not repairable, they shall be declared surplus by the disposing department to the Treasurer. The Treasurer shall have the authority to transfer surplus assets to other using departments. When no other use can be found, they will be added to the surplus list for disposal. The

using department will be credited with the net proceeds from the sale of their surplus assets. If, in the opinion of the Department Head, a higher return can be achieved by

trade-in or in the case of inventory items by sale to the original vendor or similar vendor, he/she shall have the authority to sell such goods at the highest price. If it is determined that the goods have no residual value, the Township may dispose of them in an accredited landfill site.

Sale of surplus assets shall be made to the highest responsive bidder. This may be by sealed bid or by offering the goods at public auction. Various public auctions are available at the present time. It is the responsibility of the Department Head to maintain a list of the various auctions and to determine which auction provides the most cost effective and efficient means of disposal of the assets.
The sale shall be made in accordance with the provisions of this policy where applicable.
No surplus asset will be sold directly to a Township employee. This does not prohibit any Township employee from purchasing surplus assets being sold through public auction.

SECTION VII - CONFLICT OF INTEREST

1. No purchase of goods or services shall be made from any employee of the Township, or from any company in which an employee of the Township has an interest. A contract for goods or services placed with a relative of an employee of the Township shall be declared and that employee shall not be placed in a position to supervise or approve the execution of that contract.

2. No employee or elected official shall purchase surplus assets except by bidding on the same at public auction or by sealed bid.

3. Due to the small size and limited staff resources of the Municipality, in-house bids will not be encouraged as part of a tendering process, unless the call for tenders relates to services currently being provided by Township staff.

SECTION VIII - LOCAL PREFERENCE

In accordance with the *Discriminatory Business Practices Act*, R.S.O. 1990, Chapter D.12, there will be no local preferences for purchases. All else being equal, preference will be given to purchase goods and/or services firstly from Lucan Biddulph based businesses, secondly from businesses located in the County of Middlesex, thirdly from Ontario owned businesses, and fourthly from Canadian owned businesses.

SECTION IX - SPECIFICATIONS

Specifications are the responsibility of the using Department and should be maintained in a file or data base by the Treasurer (or Department Head).

SECTION X - AWARD CONSIDERATIONS

In addition to price, consideration may be given to the following in determining the lowest responsible bidder:

1. the ability of, capacity and skill of the bidder to provide the goods or services requested,
2. the ability of the bidder to perform the contract or provide the services promptly or at the time specified without delay or interference,
3. the character, integrity, reputation, judgement, experience and efficiency of the bidder,
4. the quality and performance of previous contracts, goods or services,
5. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the goods or services,
6. the quality, availability and adaptability of the goods or contractual services to the particular use required,

7. the ability of the bidder to provide future maintenance and services for the items required, and
8. the number and scope of conditions attached to the bid.

SECTION XI - EXEMPTIONS (Exemptions from Procurement Policies)

This Procurement Policy establishes the purchasing policies and practices applying to the purchase of all types of goods and services with the exception of the following:

1. the borrowing and investing of money
2. the rental, lease, purchase and sale of property, land or accommodation
3. the admission or registration for conferences, conventions, courses, workshops and seminars
4. memberships in professional and vocational associations and their publications
5. utilities including hydro, gas, basic telephone
6. employee benefits
7. insurance
8. the hiring of contract employees
9. licences, certificates and other approvals required
10. engineering services
11. legal services

SECTION XII - GENERAL

This policy shall be read with all necessary changes of genders and changes of singular to plural which may be required in its context.

Notwithstanding the provision of this policy, the Township shall have the right to reject the lowest or any bid in its absolute discretion.

PART XIII - ADMINISTRATION

The Municipal Auditor shall review and report, not less than once in each term of Council, upon the effectiveness of this procurement policy.

The Treasurer will bring forward from time to time, amendments to this By-law to update, whether adding new clauses or adjusting those currently in force.

That this By-law shall come into force and take effect on the final passing thereof.

READ A FIRST, SECOND & THIRD TIME THIS 16th day of January, 2006.

_____
Tom McLaughlin, Mayor

_____
Ron Reymer, Clerk

SCHEDULE "A"
BY-LAW NUMBER 05-2006

Methods of Purchasing Permitted under By-law

1. Direct Purchase Process

This method of purchase refers to the direct ordering and purchase of goods and services from a supplier with or without negotiation. This method of purchase will be used primarily for the purchase of low value goods where the cost and administrative burden of other methods of purchase may be equal to or greater than the price or value of the goods purchased. Employees are encouraged to use their own judgement to promote the principles of this policy in any direct purchase.

2. Negotiated Method

This method of purchase refers to the negotiation of an agreement for the purchase of goods and services from a supplier where there is no open competition. It may be used in the following circumstances:

i) when goods or services are available from only one source;
ii) where compatibility within an existing product or process is the overriding consideration;
iii) when two or more identical lowest bids have been received;
iv) when, due to market conditions, goods are in short supply;
v) when all acceptable bids exceed the amount budgeted and re-tendering would not be beneficial;
vi) when the extension or reinstatement of the existing contract would be the most cost effective or beneficial method and is in the best interest of the Township;
vii) when an emergency, where goods and services are deemed necessary and time and safety concerns reasonably limit the use of any other prescribed procurement process;
viii) when no bids are received on a formal quotation, tender or request for proposal;
ix) when goods are required for resale and thus an important factor in choosing a successful bidder is marketability and profitability;
x) where the best interest of the Township would be served through negotiations.

Authority to incur expenditures of Township funds through the negotiation method shall be subject to the same spending approval levels as outlined in Section III of the policy.

In accordance with the negotiation method, the requirements for inviting tenders and quotations will be waived.

The methods of negotiation shall be those accepted as standard negotiating procedures that employ fair and ethical practices. The information pertinent to and the results of all such negotiations shall be reported to Council.

3. Request for Informal Quotation

This method of purchase is a competitive method. The specifications for the goods and services and terms of purchase will be established with sufficient particularity to permit comparable quotations to be made by suppliers. A sufficient number of suppliers shall be requested to submit quotations on the specifications and terms of purchase so that at least three responsive quotations are received, where practical.

4. Request for Tender

This is a competitive method of purchase which may include supplier or contractor pre-qualification. The tender process follows the general procedures set out below.
Contractor and Supplier Qualification (if applicable)
Development of Specifications and Contract Terms
Publication and Solicitation of Tenders
Receiving and Opening of Bids
Bid Evaluation and Selection
The specifications and contract terms are detailed within the tender documents in such a degree that there is no prospect of negotiations between the parties. It is intended to

accept the lowest priced compliant bid, as all the terms, conditions and specifications must be met by the bidders.

5. Request for Proposals

This method of purchase involves the solicitation of proposals. It may or may not include pre-qualification. In this method of purchase, some or all of the specifications and contract terms may not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It may be expected that there will be some variation in the final specifications and contract terms among and between responsive proponents. The process may involve negotiations subsequent to the submission of proposals on any or all of the specifications, contract terms and price.

Memo

To: Mayor and Council

From: Tina Merner, Deputy Clerk

Subject: Animal Control Options for Cats

Date: August 13, 2019

BACKGROUND:

At the July 9, 2019 council meeting, a resident attended as delegation with concerns regarding feral/stray cats roaming in the neighbourhood of Nicoline Avenue, causing nuisance and damage to properties. She presented her concerns and named a few municipalities which include cats in their animal control bylaw and requested that Lucan Biddulph consider doing the same to limit the number of cats permitted per household. Council discussed and agreed this has been an ongoing problem and requested staff to do some research and report back to council at the next meeting.

ANALYSIS:

Staff has conducted an investigation pertaining to the control of stray/feral cats. While there are a few options to deal with domestic cats (pets), there are no options, free of charge, when dealing with stray/feral cats, due to the unknown health risks that these animals may carry. There is no municipality currently in Middlesex County that has policies or bylaws in place to deal with cat control, however the Township of Adelaide Metcalfe recently brought forward a draft bylaw which has currently been deferred as they do not have anyone who can implement a tagging program or anyone to take feral cats. In our further search we can advise that the following municipalities have a form of cat control in place

- Municipality of Bluewater, Bylaw #34-2015 which limits the combined number of cats and dogs per household to five (5), maximum number of dogs being three (3) per household. No licensing of cats is required.
- Municipality of South Huron, Bylaw #21-2018 which limits the combined number of cats and dogs per household to four (4), maximum number of dogs being two (2) per household. No licensing of cats is required. A Spay or Neuter Cat Voucher program has been adopted for low income families and those caring for feral cats. The voucher has a $75 value towards the cost of spay or neuter fees.
- City of London, Bylaw #PH-3-17015 which limits two (2) domestic cats per household and licensing fees are applicable. A subsidized spay/neuter incentive program is offered for licensed cats of low income families.

Information and/or discussion was obtained from local veterinary clinics/animal hospitals, as well as the Humane Society for London-Middlesex. Below is a summary:

Humane Society for London-Middlesex
Do not take feral cats. Only those that are brought in by owner that are being put up for adoption (domesticated).

East Village Animal Hospital (London)

They provide a feral barn cat program. Live cats can be dropped off Tuesday, Wednesday or Thursday, and must be in traps. Traps can be provided but they are usually out of stock. Client registration with them is required in order to drop off cats. This includes an application form and approval process. Cost borne to the registered client is approximately $67.80 + HST for females, $50.85 + HST for males. www.evah.ca

Animal Care Centre – Lobo

We presently have a contract with them for animal control for dogs which is based on a pay per use fee. Majority of dogs that are collected from Lucan Biddulph are picked up by the owner and fees paid by them at that time. They do however receive many calls from residents for cats in our area. They do provide cat services and fees are as follows:

- Traps are rented out to catch and contain cats. $100 deposit fee (refunded on return of trap and no rental fee is applicable)
- $100 impound fee
- $30 room & board fee (covers 3-day claim period)
- Spay/Neuter Fees - $150 female, $75-$100 male
- Cats are placed for adoption afterwards, 95% adoption rate and they partner with PetSmart
- Feral cats, no adoption fee, give away to farms who will take them (after having been spayed & neutered)

Biddulph Veterinary Services

Fees for spay/neuter for cats are $202 + HST for female, $135 + HST for male

Lucan Animal Hospital

Fees for spay/neuter for cats are based on weight, $297 + HST approximately for females, $195 + HST approximately for males

Dogs vs Cats
Most municipalities do have a “dog” by-law to regulate and license them due to the Dog Owners’ Liability Act (DOLA). This statute is governed by the Ministry of Solicitor General. There is no statue nor Ministry that governs cats or feral cats. Without provincial governance, municipalities are hard pressed to enforce a by-law that would remove cats that stray from properties.

OPTIONS FOR COUNCIL CONSIDERATION:

1) stay status quo
2) direct staff to draft an animal control bylaw to include regulating cats, i.e. limits per household. and consider the following options:
    a. license cats;
    b. implement a spay/neuter cat voucher program to assist with limiting cat over-population;
    c. work with local veterinary clinics and contribute fees towards spay/neuter clinics for Lucan Biddulph residents (keep in mind can we justify doing that for cats and not dogs)
    d. consider including cats in our animal control contract services with Lobo Animal Care Centre. Keep in mind that majority of cats brought in are not picked up by owners, therefore fees would apply for impound, boarding and spay/neutering in order to place them for adoption.

IMPACT TO BUDGET:

To be determined. Staff can advise that dog licensing fees collected in 2018 were $13,995.00 and 2017 was $17,010.00

RECOMENDATION:

This report is for information purposes only.

Tina Merner

Tina Merner
Deputy Clerk

TOWNSHIP OF LUCAN BIDDULPH **STAFF REPORT**

Submitted by: Arnie Marsman, Chief Building Official

Subject: Building Permit Report: January 1, 2019 – June 30, 2019

Meeting Date: August 13, 2019

Report Number: PDSD-L4-2019

Recommendation:

That staff report PDSD-L-04-2019 be received.

Purpose:

To provide council with an update of building department activity for the first half of 2019.

Information:

The following tables are provided to inform council of Building Department activities for the first half of this year and comparative totals from previous years.

Table 1: Housing Starts, Permits, Construction Values and Fees Generated

Year	Housing Starts	Number of Building Permits	Construction Value	Fees Generated (not including DCs)	Development Charges Generated
2019	58	87	22,100,049	135,814	364,800
2018	19	47	10,022,104	44,500	98,200
2017	53	74	15,455,000	102,000	307,200
2016	11	34	4,006,000	27,000	64,000
2015	24	56	9,463,900	57,000	119,400
2014	29 (18 SFD + two townhouse blocks totaling 11 units)	53	10,093,700	80,178	94,663
2013	20	50	7,636,000	59,277	70,200
2012	15	38	4,321,000	45,424	65,400
2011	12	42	2,987,000	43,016	29,800

Table 2: Types of Permits

Year	Sewage Systems	Housing Starts	Swimming Pools	Agricultural Buildings
2019	1	58	4	2
2018	3	19	4	5
2017	1	53	0	7
2016	1	11	3	3
2015	5	24	1	7
2014	6	29	1	12
2013	3	20	3	5
2012	1	15	2	4
2011	5	12	3	5

Analysis:

Construction activity in Lucan Biddulph for the first half of 2019 is generally consistent with previous years' totals, in that residential development is very healthy and in demand.

It is expected that the final phase of single family development in Ridge Crossing will be complete this year and Olde Clover Village will continue strong. It is anticipated that we'll see another above average year of housing starts for the remainder of 2019.

Respectfully Submitted,



Arnie Marsman
Chief Building Official

TOWNSHIP OF LUCAN BIDDULPH **STAFF REPORT**

Submitted by:	Arnie Marsman, Chief Building Official
Subject:	Approval of Electronic Building Permit Application Processes
Meeting Date:	August 13th, 2019
Report Number:	PDSD-L3-2019

Recommendation:

That staff be directed to enter into agreement with Evolta for the initiation of an electronic building permitting system.

Purpose:

To request that Council support staff's request to amend the 2019 budget by approving a request to enter into agreement with an industry leading software application that will assist the building division's goals of delivering cost-effective and accessible municipal services.

Information:

Over the past few years, building division has received an increasing number of requests from homebuilders for the ability to apply for building permits electronically.

In recent years, a number of large municipalities have made electronic applications a reality, however, these have come at significant costs of staff time and computer software/hardware. Generally, these processes take from several months to more than a year to be implemented. They involve installation of complex software that require frequent updates and come at a cost that can only be justified by building permit activity that far exceeds Lucan biddulph's building permit activity.

Recently, staff have become aware of a new opportunity to consider; a cloud-based permitting system. 'Cloud Based' meaning that the software is hosted, updated and maintained by a service provider over the internet using industry best practices.

Generally, the application process proceeds as follows:

- Originating from a link on our website, the applicant creates a project and uploads the required application, forms and drawings using a user-friendly step by step process. The applicant can also authorize designers to upload drawings directly to their project. When the application is complete, the system advises the municipality of an application.

- Upon notification of a complete application, the municipality logs into the website to view and download the information.

- The municipality proceeds to conduct a plans review electronically. Once satisfied, the approved plans are uploaded back to the applicant's project with a building permit.

For the building industry, benefits of this cloud-based system include:

- Zero printing costs for applications to submit (this includes building plans, truss/heating drawings, site plans, etc…)
- Travel time and expense to/from the municipal office to drop off/pick up applications/permits is eliminated
- Ability to track several permits at one time
- Inspection scheduling/results electronically
- Allows for quicker application process given that designers can submit plans/drawings direction to their project on line.

Other Benefits of this system include:

- Applicant's ability to monitor the progress of an application
- Inspections are requested and results of inspections are posted on the system.
- Upon completion of the project, the files can be archived into a municipal document retention system such as laserfiesch (used by Middlesex Centre)
- Availability of plans on-line at all times
- In line with the municipality's Green Builder recognition program as this supports customer satisfaction, environmental sustainability and innovation

It has been determined that Evolta is the preferred solution as it best fits the requirements of building division. This system is the primary building permit application system used in Finland where over 250 municipalities are enrolled. In Canada, the City of Windsor is its first client from which we've received the recommendation of this company. Middlesex Centre is Evolta's second client and hopes to be the first municipality to 'go live' in mid-August 2019. Also, there are several municipalities in the region who are actively considering the implementation of this software.

Staff have reviewed the ability of Lucan Biddulph's current software, Keystone. This software application has not established processes in Ontario which support a similar process for electronic building permit applications. Based on the cost of this item and the limited number of

options, a single source procurement is proposed, as allowed by the municipality's Procurement Policy.

Given that Evolta is aggressively marketing their system in Ontario and has signed on with Middlesex Centre in 2018, they've offered a reduced cost (savings of approximately $10,000) for municipalities in Middlesex County that sign on by the end of 2019. The cost of this agreement, $13,000 per year, would be absorbed by building division fees which have seen a surplus for the past several years. There would be no impact on the tax levy.

Staff have met with Evolta on multiple occasions and have included Middlesex County IT Services and Planning and Mapping Services. County IT Services and the Planning and Mapping Services departments have reviewed the software for technical feasibility to which they support the application permitting software. Middlesex Centre's solicitor has reviewed and approved the wording of the agreement between Middlesex Centre and Evolta.

Respectfully Submitted,



Arnie Marsman
Chief Building Official

Planning Development
County of Middlesex
399 Ridout Street North
London, ON N6A 2P1
(519) 434-7321 (fax) 434-0638
www.middlesex.ca

August 9, 2019

REPORT

TO: Mayor Burghardt-Jesson and Members of Council
Township of Lucan Biddulph

FROM: Marc Bancroft, Senior Planner

SUBJ: **Site Plan Approval, Amendment to a Subdivision Agreement and a Road Dedication By-law**
2219260 Ontario Inc. (Vito Campanale)
Dillon Consulting Ltd. c/o Jason Johnson (Agent)
Nicholson Street and Miller Drive, Lucan

Purpose:
The purpose of this report is to evaluate a request for site plan approval, amend an existing Subdivision Agreement with the same developer and allow for the extension of Miller Drive; all to facilitate residential development in the form of townhouses.

Background:
As shown on the attached map, the subject lands are situated on the east side of Miller Drive and backing onto Saintsbury Line (County Road 47) in the Ridge Crossing Subdivision. These lands are to accommodate a townhouse development comprised of 12 townhouse blocks with a total of 52 two-storey units. The property is zoned R3-6-H which permits townhouse dwellings. This development is to be Phase 1 with Phase 2 being comprised of lands situated on the south side of Nicholson Street and adjacent to Wilberforce Public School. Phase 2 is to include 9 townhouse blocks to accommodate a total of 44 two-storey units. The townhouse units are to be "free-hold" in that each unit would be under separate ownership. To facilitate that arrangement, a separate approval will be required by the County of Middlesex.

The developer has applied for site plan approval whereby a series of plans and drawings have been submitted to the Township for review and acceptance. For site plan approval, there is no public consultation required under the Planning Act in that only the developer has the right of appeal. This report only contemplates the development of Phase 1 in that a report will follow for Phase 2 in due course. Each phase is to be governed by their own separate site plan agreement.

To allow this site plan development, Miller Drive needs to be extended further south in that it currently terminates at Nicholson Street. The extension of the street is possible through Block 105 which was conveyed to the Township for such purposes when adjacent land(s) were in a position to be developed. To obligate the developer to extend the road including the installation of a turn-around, the Phase 2 Ridge Crossing Subdivision Agreement requires an amendment in the required infrastructure work is to be included as part of the Phase 2 Subdivision works. The Agreement also requires a further amendment to ensure obligations for the developer to service a single detached residential lot that was provisionally granted through Application for Consent B-3/2019 located on Nicholson Street and immediately north of the Phase 2 townhouse development.

Analysis:

Although the site plan approval proposal consists of a series of detailed plans ranging from site grading and servicing to landscaping which are collectively appended to the site plan agreement, the overarching plan is attached for Council's reference. In all, planning, building, fire and engineering staff as well as the County Engineer are satisfied with the plans given the revisions undertaken.

To implement the accepted plans, a Site Plan Agreement has been prepared for Council's consideration which includes a number of requirements including but not limited to: access, parking, fire routes, servicing, grading, fencing, and landscaping. It is staff's position that building permits should only be made available once underground services are installed and internal roadways are accessible by Emergency Services. As noted in the Township's Site Plan Control Area By-law and captured in the Agreement, the developer is responsible to provide security for 50% of the estimated cost of the works required prior to commencement. Furthermore, there is an obligation for the Agreement to be registered on title.

An amending Subdivision Agreement has been prepared that requires the extension of Miller Drive including all related infrastructure and the requirement to service the additional building lot. The developer is obligated to provide security to cover 100% of the estimated cost of those works as well as servicing the additional lot.

Lastly, a road dedication by-law is required for two reasons. Firstly, Miller Drive south of Nicholson Street needs to be dedicated as a public highway to ensure legal access in that the townhouse development will require an additional access from the new stretch of road. Secondly, 0.3 m reserves exist along Nicholson Street and Miller Drive negating legal access and frontage to prevent the premature development of the lands. Given the proposed development, it would be appropriate to lift the reserves.

Recommendations:

THAT a By-law be passed to authorize the Mayor and the Clerk to enter into Site Plan Agreement for lands legally described as Block 104 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, provided the Site Plan Agreement is to the satisfaction of the Township's legal counsel.

THAT a By-law be passed to authorize the Mayor and the Clerk to enter into an amending Subdivision Agreement for Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, provided the amending Agreement is to the satisfaction of the Township's legal counsel.

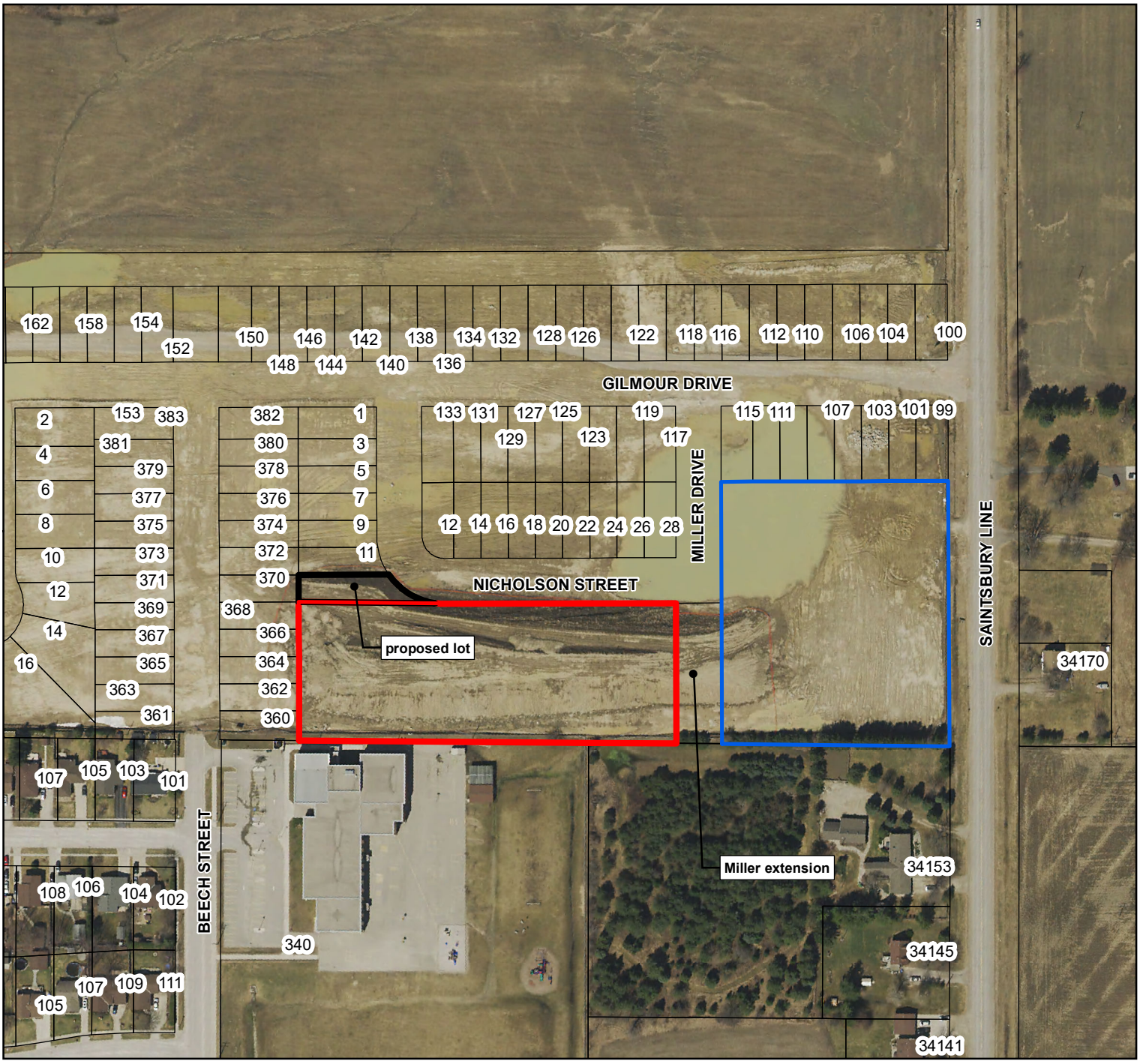
AND FURTHER THAT a By-law be passed to dedicate Blocks 105, 106, 107 and 108 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, as public highways.

SITE PLAN APPROVAL, AMENDMENT TO A SUBDIVISION AGREEMENT AND A ROAD DEDICATION BY-LAW

Owner: 2219260 Ontario Inc. (Vito Campanale)
Agent: Dillon Consulting Ltd. (Jason Johnson)

Nicholson Street and Miller Drive, Lucan

Township of LUCAN BIDDULPH



Published by the County of Middlesex
Planning Department,
399 Ridout Street North, London, ON N6A 2P1
(519) 434-7321
August 2019

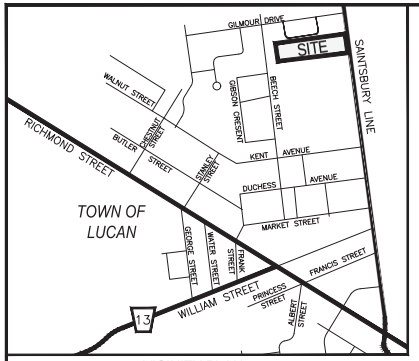
PHASE 1

PHASE 2

1:2,500
Metres
0 10 20 30 40 50

ORTHOPHOTOGRAPHY: SWOOP 2015

Disclaimer: This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.



VICINITY PLAN

NTS

NOTE:
1. ALL RADII PRESENTED ARE TO EDGE OF PAVEMENT
2. ROAD DIMENSIONS ARE TO BACK OF CURB.
3. GARBAGE AND RECYCLING TO BE STORED WITHIN BUILDING UNTIL COLLECTION DAY. GARBAGE COLLECTION WILL BE AT CURB SIDE OF EACH UNIT FOR MUNICIPAL PICK UP.
4. OUTDOOR LIGHTS TO BE DIRECTED AWAY FROM ABUTTING RESIDENCES AND MOUNTED ON TOWNHOUSE.

SITE DATA TABLE R3-6 ZONE

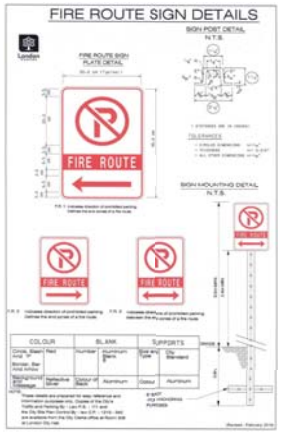
ZONING PROVISIONS	REQUIRED	AS SHOWN ON PLAN
(a) PERMITTED USES	TOWNHOMES	TOWNHOMES
(b) LOT AREA (m²) (min)	1500	1.17ha
(c) LOT FRONTAGE (m) (min)	30.0	>30.0
(e) EXTERIOR SIDE YARD(m)	3.5	2.98*
(f) INTERIOR & SIDE YARD (m) (min)	1.5	>=1.5
(i) OUTDOOR AMENITY AREA MINIMUM	35%	0.76ha = 60%
(j) LOT COVERAGE % (max)	40%	0.41ha = 35%
(k) HEIGHT (m) (max)	10.0	<=10.0
(l) FRONT YARD (m)	6.0	6.0
(m) REAR YARD (m)	7.0	>7.0
(n) DENSITY		39 U/Ha
(o) NUMBER OF UNITS		52
(p) PARKING		104
(q) VISITOR PARKING		11

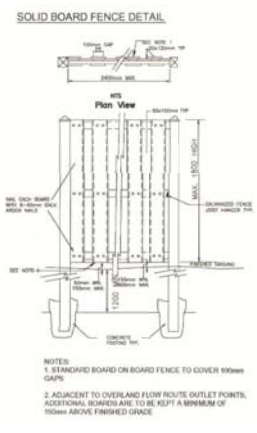
* SITE SPECIFIC R3-6 ZONE REQUIRED TO ADDRESS PROVISION

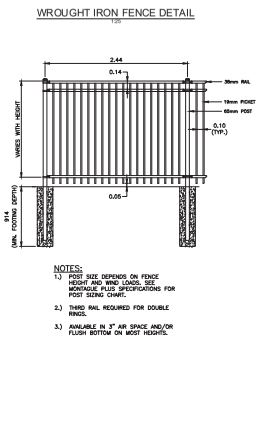
NOTE:
1. PARKING - 2 SPACES PER UNIT (GARAGE & DRIVEWAY)

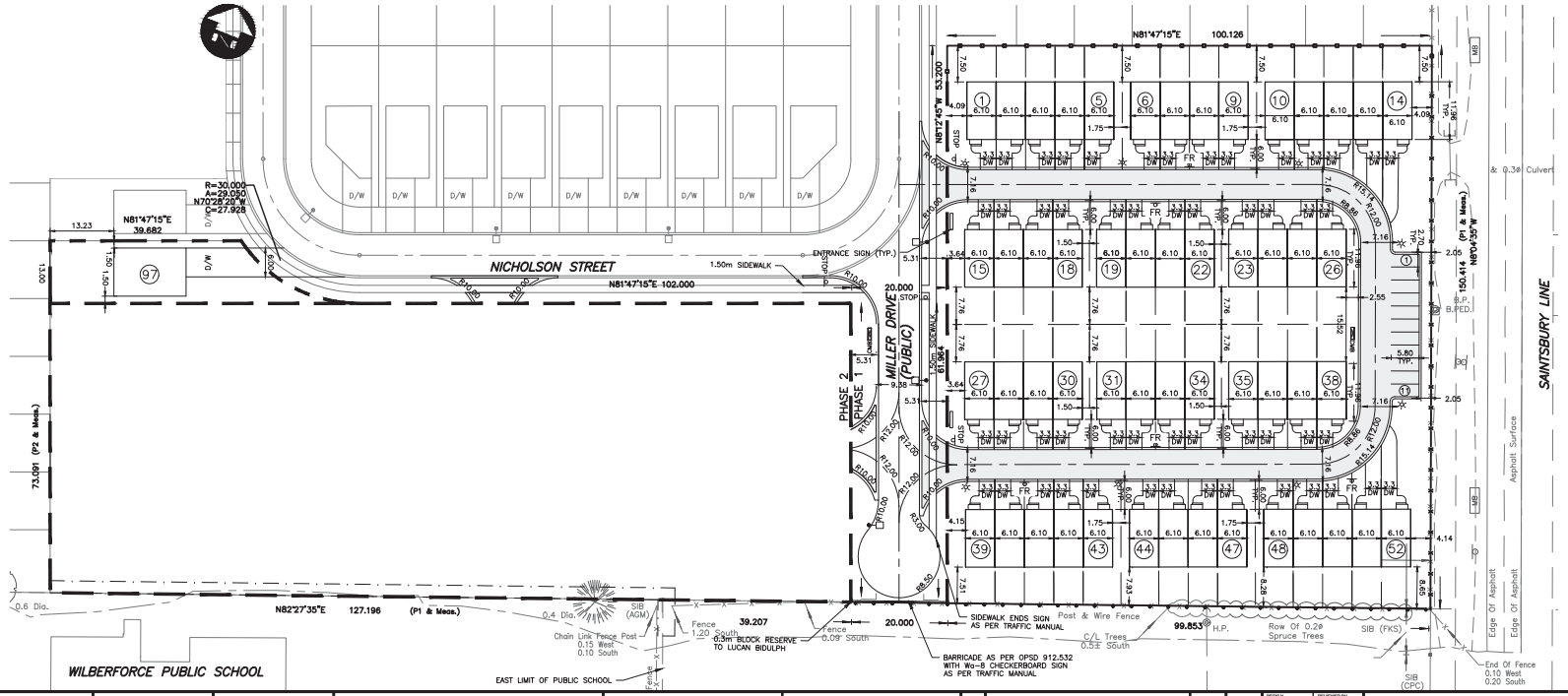
SITE DATA TABLE R2-1 ZONE

ZONING PROVISIONS	REQUIRED	AS SHOWN ON PLAN
(a) PERMITTED USES	SINGLE DETACHED	SINGLE DETACHED
(b) LOT AREA (m²) (min)	400	610
(c) LOT FRONTAGE (m) (min)	12.0	>12.0
(d) EXTERIOR SIDE YARD(m)	3.5	-
(e) INTERIOR & SIDE YARD (m) (min)	1.2	>1.2
(f) LOT COVERAGE % (max)	40%	24.5%
(g) HEIGHT (m) (max)	10.0	<=10.0
(h) FRONT YARD (m)	6.0	>6.0
(i) REAR YARD (m)	7.0	13.26









LEGEND

- STOP — STOP SIGN
- FR — FIRE ROUTE SIGN
- COBRA HEAD STREET LIGHT
- POST TOP STREET LIGHT
- PROPERTY LINE
- EASMENT
- 1.8m HIGH WOOD FENCE
- WROUGHT IRON FENCE
- CHAIN LINK FENCE
- FIRE HYDRANT
- CMB — COMMUNITY MAILBOX
- 58 — UNIT NUMBER
- 12 — PARKING SPACE NUMBER
- FIRE ROUTE

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

DILLON CONSULTING

No.	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN BJP | REVIEWED BY JDJ
DRAWN BJP | CHECKED BY JDJ
DATE JULY 2019
SCALE 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO. 115033

SITE PLAN

SHEET NO. 01

PLOTTED BY: PETERSON, BRENDAN
PLOTTING STANDARD.CTB
PLOT SCALE: 1:250
PLOT DATE: 2019-07-15 @ 8:10:47 AM
FLOWMIC: G:\JOB\115033\115033 - 0914 - CONDOMINIUM BLOCK\DWG\CONTRACT\115033_SITE_DES - RJ-6-HUNG

Planning Department
County of Middlesex
399 Ridout Street North
London, ON N6A 2P1
519.434.7321
www.middlesex.ca

August 9, 2019

REPORT

TO: Members of Council
Township of Lucan Biddulph

FROM: Marc Bancroft, Senior Planner

RE: **Amendment to a Subdivision Agreement and**
Part Lot Control Exemption By-law (PLC-1/2019)
2161453 Ontario Inc. (Howard Culligan)
Development Engineering c/o Jason Ross (Agent)
West side of Olde Clover Drive north of Richmond Street, Lucan

---

Purpose:
The purpose of this report is to present Council with an Amendment to a Subdivision Agreement as well as a Part Lot Control Exemption By-law to facilitate the residential development of the subject lands.

Background (see Figure 1):
The subject property is a 0.44 hectare (1.1 ac) parcel located on the west side of Olde Clover Drive north of Richmond Street (Highway 4). The subject lands being Block 30 on Registered Plan 33M-759 are located in Phase 3 of the Olde Clover Village Subdivision. The lands are vacant and designated Residential under the Official Plan and accordingly zoned site-specific Residential First Density – Holding (R1-9-H) to allow single detached dwellings. Although municipal services run along Olde Clover Drive, the lands are not serviced to the property line. An amendment to the Phase 3 Subdivision Agreement is required since the proposed lots will rely on the infrastructure associated with that development.

The request for the Part Lot Control Exemption to allow Block 30 to be reconfigured into 10 building lots was considered by Township Council at the April 16, 2019 with the following resolution passed:

> *THAT application for Part Lot Control Exemption PLC-1/2019, filed by Development Engineering (Jason Ross) on behalf of 2161453 Ontario Inc. (Howard Culligan) from a property legally described as Block 30 on Registered Plan 33M-759 (geographic Township of Biddulph) in the Township of Lucan Biddulph, BE APPROVED and that the implementing by-law be passed once a deposited reference plan has been provided with a valid legal description for the proposed lots.*

Analysis:

A deposited reference plan has been provided which provides a legal description for the proposed lots along with easements to be conveyed to the Township to facilitate rear yard catchbasins. A part lot control exemption by-law has been prepared for Council's consideration. Upon adoption, the by-law will then be considered by Middlesex County's Director of Planning, being the delegated approval authority for part lot control. Once the by-law and approval are registered against the title of the lands, the lots are effectively created.

The Township's legal counsel has prepared a draft amendment to the Subdivision Agreement which was been circulated to staff for review and comment. No issues were identified by staff. The amendment contemplates the developer's obligation to install services and ensure lot grading etc. There is also a requirement under the amending Agreement for the developer to provide additional security.

Recommendations:

THAT the Part Lot Control Exemption By-law prepared for lands legally described Block 30 on Registered Plan 33M-759 (geographic Township of Biddulph) in the Township of Lucan Biddulph, be passed and that the By-law be subsequently forwarded to the County of Middlesex for approval.

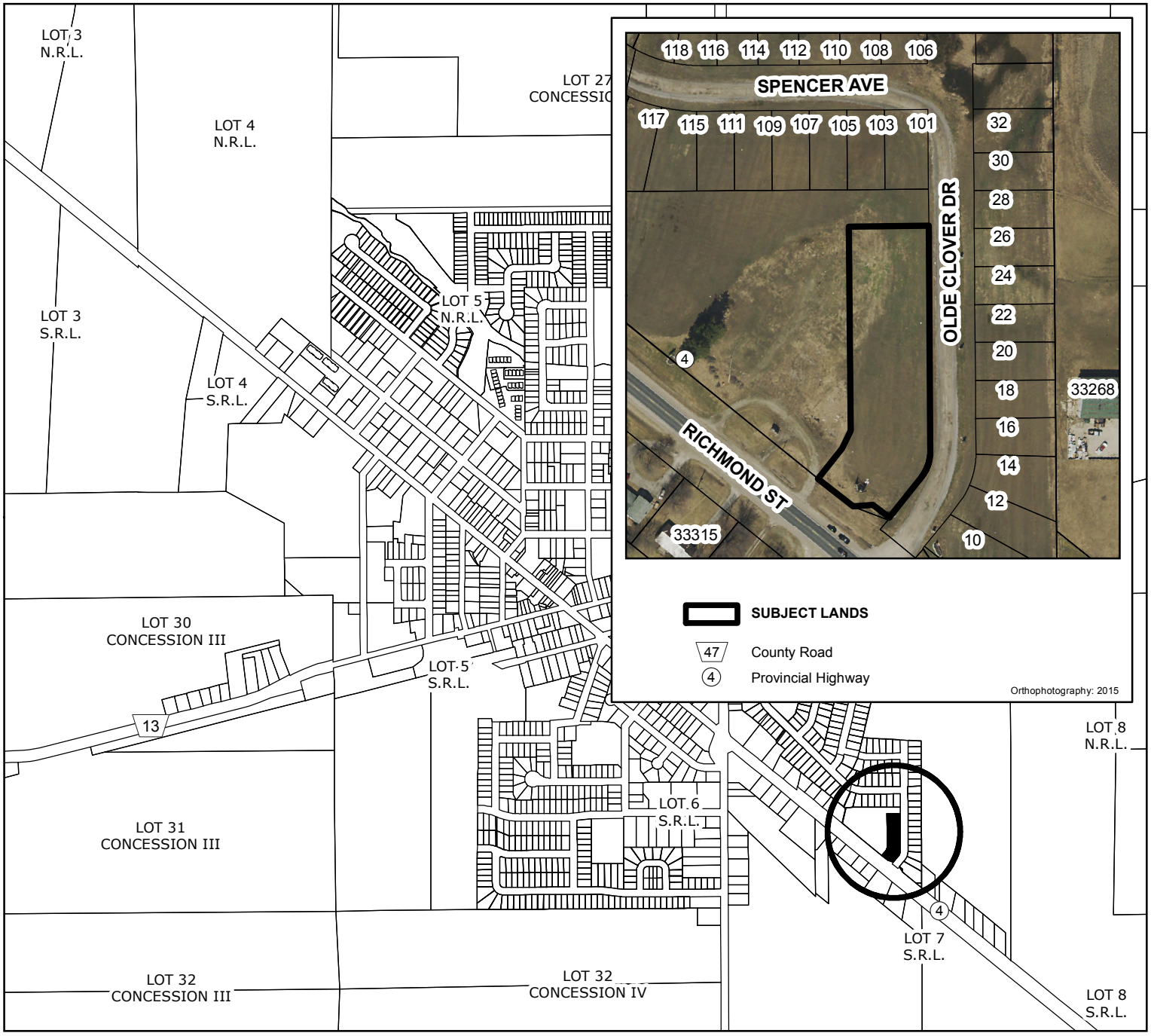
AND FURTHER THAT a By-law be passed for the subject lands to authorize the Mayor and the Clerk to enter into an amending Subdivision Agreement for Registered Plan 33M-759 (geographic Township of Biddulph) in the Township of Lucan Biddulph, provided the amending Agreement is to the satisfaction of the Township's legal counsel.

AMENDMENT TO A SUBDIVISION AGREEMENT & PART LOT CONTROL EXEMPTION (PLC 1/2019)

Owner: 2161453 Ontario Inc. (Howard Culligan)
Agent: Development Engineering London Limited (Jason Ross)

Block 30 on Registered Plan 33M-759
West side of Olde Clover Drive south of Spencer Avenue, Lucan

Township of LUCAN BIDDULPH



Published by the County of Middlesex
Planning Department
399 Ridout Street North, London, ON N6A 2P1
(519) 434-7321
March 2019

1:15,000

0 150 300 450 600 Meters

Disclaimer: This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.

Planning Development
County of Middlesex
399 Ridout Street North
London, ON N6A 2P1
(519) 434-7321 (fax) 434-0638
www.middlesex.ca

August 9, 2019

REPORT

TO: Members of Council
Township of Lucan Biddulph

FROM: Marc Bancroft, Senior Planner

SUBJ: **Redline Amendment to Draft Plans of Subdivision (39T-LB0702 & 39T-LB1301)**
Old Clover Village Subdivision – Phase 4

Purpose:
The purpose of this report is to consider a request to modify or "redline" the balance of the Olde Clover lands that are subject to draft plan approval.

Background:
The subject lands are located north of Richmond Street (Highway 4) and east of Saintsbury Line (County Road 47) as shown on the attached location map. The lands affected include the undeveloped balance of the Olde Clover Subdivision known as Phase 4. Draft plan approval was issued by the County of Middlesex on January 14, 2014. The lands are currently zoned site-specific Residential First Density – Holding (R1-8-H) which permits single detached dwellings and site-specific Residential Third Density – Holding (R3-5-H) which permits single detached dwelling or street townhouses.

If approved, the redline amendment would marginally increase the total number of single detached lots from 76 to 80 with the effect of yielding slightly smaller lots for those on or near Olde Clover Drive. There would be no change to the road network nor to the blocks to support townhouse dwellings. The attached plans provide the existing draft plan approved lots shown in **black** overlaid with the proposed changes shown in red.

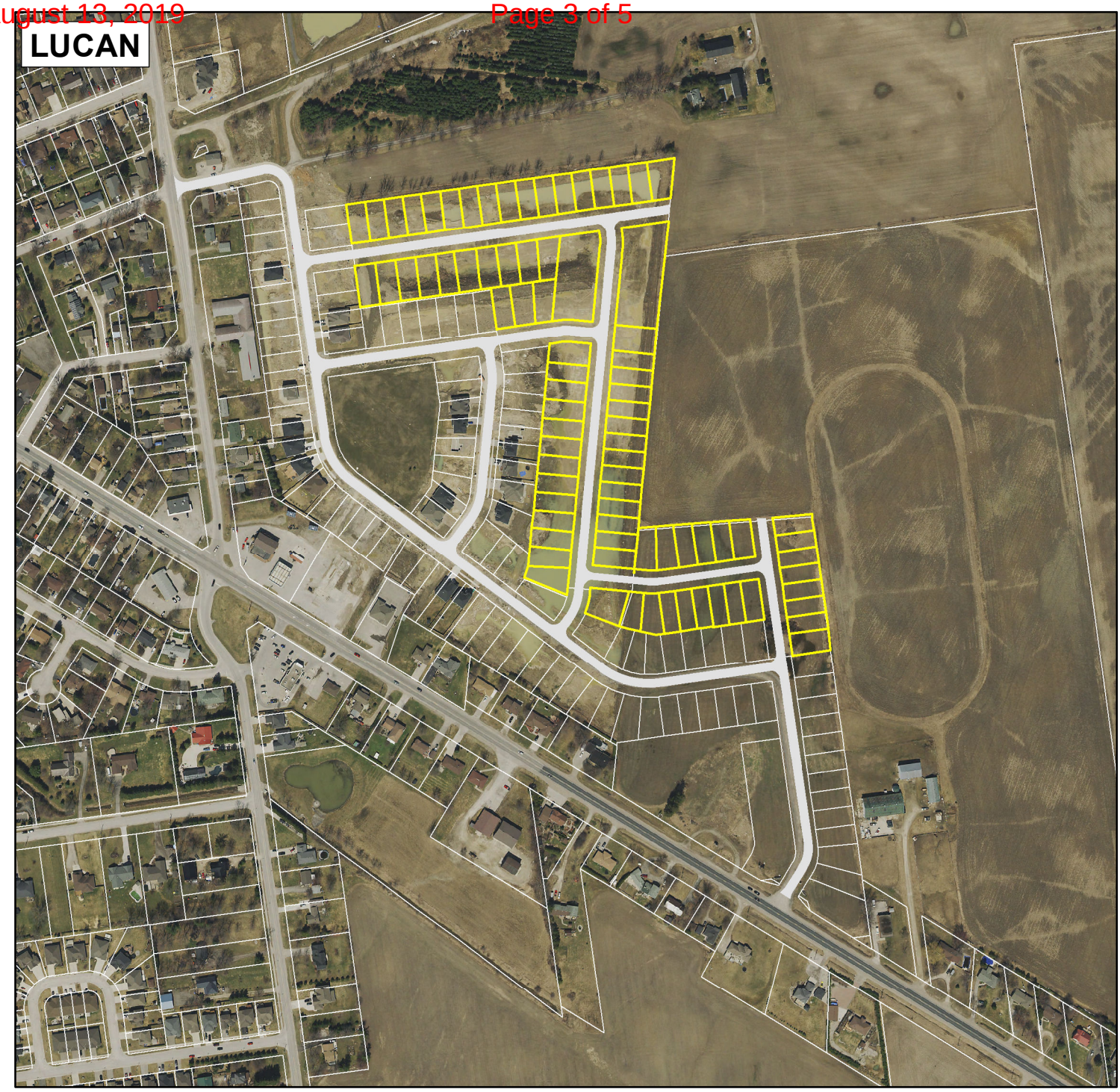
Analysis:
Provincial, County and Township planning policies encourage an appropriate range and mix of housing types and densities. Due to the marginal increase in the number of lots, this proposal demonstrates a more efficient use of land and infrastructure and would be consistent with the Provincial Policy Statement, the County Official Plan and the Township Official Plan. Also, the redline amendment would be in conformity with the existing zoning of the lands.

It should be noted that Township staff have no concerns with the subject proposal.

The Planning Act states that the approval authority for draft plans of subdivision, being Middlesex County, is not required to give further notice to a change to a draft plan of subdivision if, in the opinion of the approval authority, the change is minor. The County typically relies on direction from the local municipality in this regard. Given that the effect of the redline amendment is nominal in nature with no change to the road network and a marginal increase in the number of lots, it is recommended that no further notice be required.

Recommendation:
Based on the above, it is respectfully recommended:

THAT the County of Middlesex is advised that the Township of Lucan Biddulph supports the redline amendment requests to draft plans of subdivision (39T-LB0702 & 39T-LB1301); and that no further notice be required.



LOCATION MAP

Description:
OLDE CLOVER VILLAGE - PHASE 4
TOWNSHIP OF LUCAN BIDDULPH

File Numbers:
39T-LB0702
39T-LB1301

Prepared by: Planning Department,
The County of Middlesex, August 7, 2019

middlesex county

LEGEND

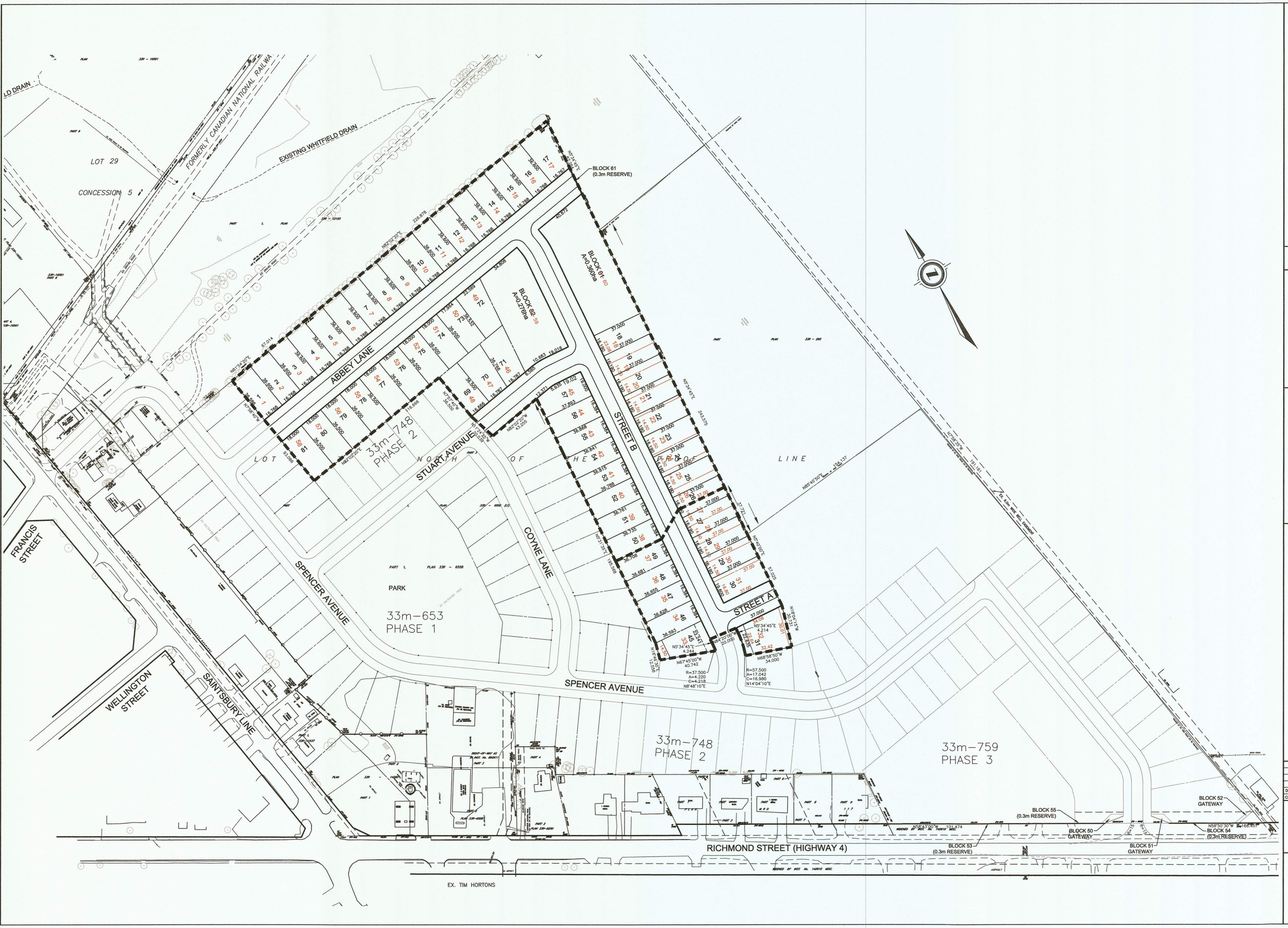
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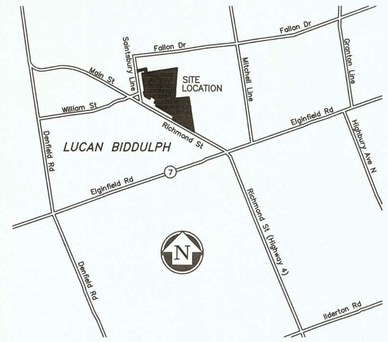
SUBJECT LANDS

1:5,000

0 130 260

Metres





key plan nts

DRAFT PLAN OF SUBDIVISION

39T-LB1301

PART OF LOT 7
NORTH OF PROOF LINE ROAD
(GEOGRAPHIC TOWNSHIP OF BIDDULPH)
NOW IN THE TOWNSHIP OF LUCAN BIDDULPH
COUNTY OF MIDDLESEX

OWNER'S CERTIFICATE

We hereby submit this draft plan of subdivision and have authority to bind the corporation.

JEFF FUNG
2647078 ONTARIO INC.
July 3, 2019
DATE

SURVEYOR'S CERTIFICATE

We hereby certify that the boundaries of the land to be subdivided as shown on the plan and their relationship to adjacent lands are accurately and correctly shown.

~~GAVIN P.J. SEAMAN, OLS~~ TREVOR MUNDELL OLS
MTE OLS LTD.
July 3, 2019
DATE

REQUIREMENTS UNDER SECTION 51(17) OF THE PLANNING ACT

a) AS SHOWN ON PLAN
b) AS SHOWN ON PLAN
c) AS SHOWN ON KEY PLAN
d) SINGLE FAMILY RESIDENTIAL SHOWN ON PLAN
e) AS SHOWN ON PLAN
g) AS SHOWN ON PLAN
h) PIPED WATER
i) CLAY LOAM AND SAND
j) AS SHOWN ON PLAN
k) FULL SERVICES
l) AS SHOWN ON PLAN

LAND USE SCHEDULE

LAND USE	AREA IN HECTARES	%
LOW DENSITY RESIDENTIAL (LOTS ~~1-99~~ 1-58)	~~5.188 ha~~ 3.598 ha	~~66.1%~~ 63.6%
TOWNHOUSE BLOCKS (~~BLOCKS 90 & 91~~ 59-60) (35UPH)	0.636 ha	~~8.1%~~ 11.2%
BLOCKS ~~84~~ 61 EASEMENTS, WIDENINGS, RESERVES	~~0.148 ha~~ 0.001 ha	~~1.9%~~ 0.1%
PROPOSED ROADS	~~1.881 ha~~ 1.441 ha	~~23.9%~~ 25.4%
TOTAL AREA	~~7.853 ha~~ 5.655 ha	100%

	No.	TO	DATE	No.	TO	DATE
	5	RE-SUBMISSION	JUNE 07/13	10	REDLINE REVISIONS	July 04/19
	4	APARTMENT BLDG/VILOS OUT	APR 12/12	9	PER COUNTY COMMENTS	FEB. 11/16
	3	AVERY OUT	MAR 26/12	8	PER COUNTY COMMENTS	OCT. 22/13
	2	VILOS/AVERY IN		7	PER COUNTY COMMENTS	OCT. 15/13
DRAWN BY JR	1	AS SUBMITTED TO CLIENT		6	RE-SUBMISSION	SEPT. 16/13
CHECKED BY JF						

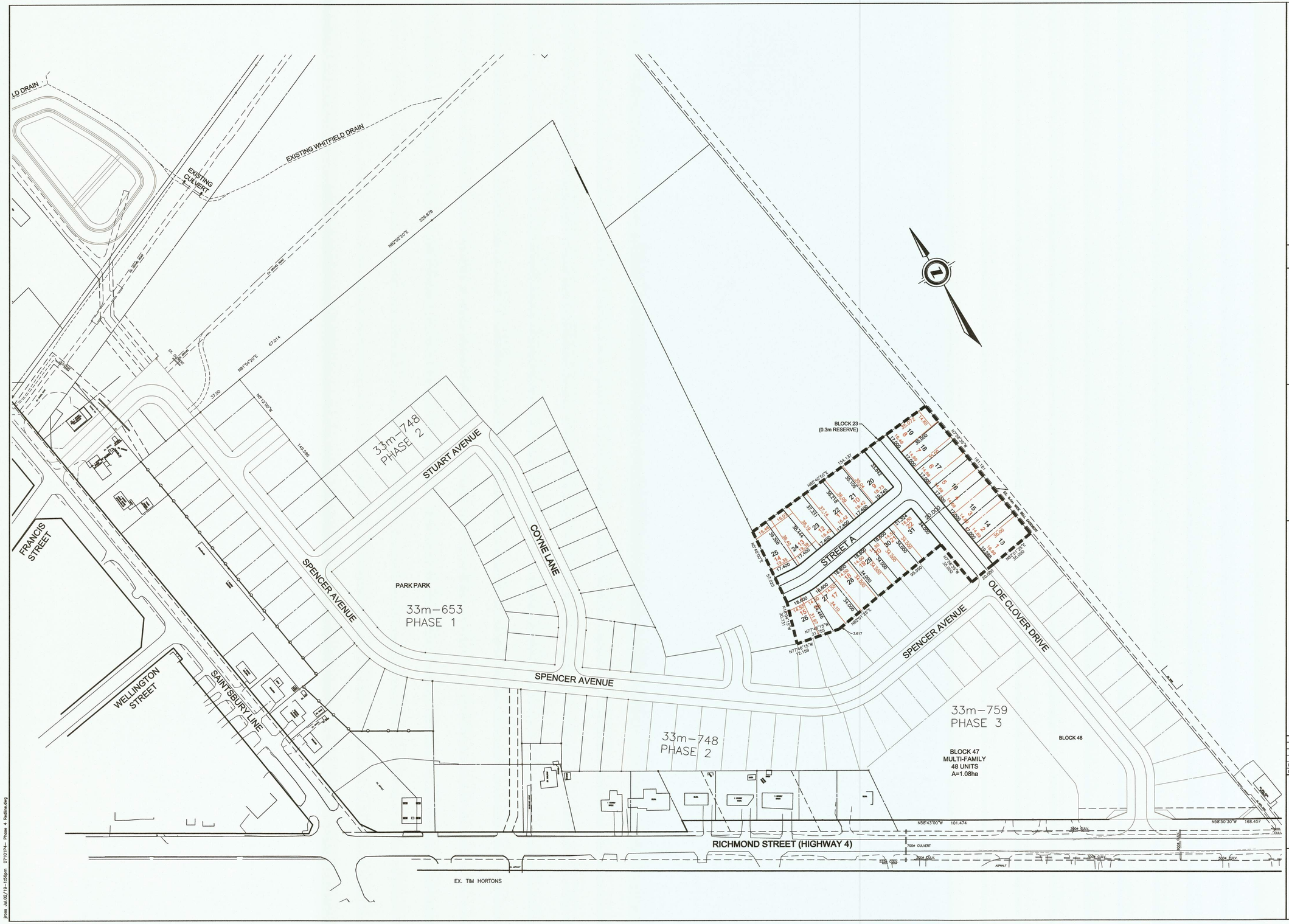
OLDE CLOVER VILLAGE
LUCAN

development engineering (London) Limited
Consulting Civil Engineers
41 Adelaide Street, Unit 71
London , Ontario N6B 3P4
(519)672-8310

SCALE 1 : 1250
12.5 0 25m

PROJECT NO. D7101P4

SHEET NO. DP





key plan nts

DRAFT PLAN OF SUBDIVISION

39T-LB0702

PART OF LOT 7
NORTH OF PROOF LINE ROAD
(GEOGRAPHIC TOWNSHIP OF BIDDULPH)
NOW IN THE TOWNSHIP OF LUCAN BIDDULPH
COUNTY OF MIDDLESEX

OWNER'S CERTIFICATE

We hereby submit this draft plan of subdivision and have authority to bind the corporation.

JEFF FUNG
2647076 ONTARIO INC.

July 3 2019
DATE

SURVEYOR'S CERTIFICATE

We hereby certify that the boundaries of the land to be subdivided as shown on the plan and their relationship to adjacent lands are accurately and correctly shown.

~~DAVID P.J. SEAMAN, OLS~~ TREVOR McNEIL OLS. July 3, 2019
MTE OLS LTD. DATE

REQUIREMENTS UNDER SECTION 51(17) OF THE PLANNING ACT

a) AS SHOWN ON PLAN
b) AS SHOWN ON PLAN
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d) SINGLE FAMILY RESIDENTIAL SHOWN ON PLAN
e) AS SHOWN ON PLAN
g) AS SHOWN ON PLAN
h) PIPED WATER
i) CLAY LOAM AND SAND
j) AS SHOWN ON PLAN
k) FULL SERVICES
l) AS SHOWN ON PLAN

LAND USE SCHEDULE

LAND USE	AREA IN HECTARES	%
LOW DENSITY RESIDENTIAL (LOTS ~~1-40~~ 1-22)	~~3.036 ha~~ 1.207 ha	~~52.7%~~ 72.1%
BLOCKS ~~54-62~~ 23 EASEMENTS, WIDENINGS, RESERVES	~~0.011 ha~~ 0.001 ha	~~0.2%~~ 0.1%
PROPOSED ROADS	~~1.115 ha~~ 0.465 ha	~~19.3%~~ 27.8%
TOTAL AREA	~~5.706 ha~~ 1.673 ha	100%

	No.	TO	DATE	No.	TO	DATE
	5	RE-SUBMISSION	JUNE 07/13	10	REDLINE REVISIONS	~~JULY 01/14~~
	4	APARTMENT BLDG/VILOS OUT	APR 12/12	9	PER COUNTY COMMENTS	FEB. 11/16
	3	AVERY OUT	MAR 26/12	8	PER COUNTY COMMENTS	OCT. 22/13
	2	VILOS/AVERY IN		7	PER COUNTY COMMENTS	OCT. 15/13
DRAWN BY JR	1	AS SUBMITTED TO CLIENT		6	RE-SUBMISSION	SEPT. 16/13
CHECKED BY JF						

OLDE CLOVER VILLAGE
LUCAN

development engineering (London) Limited
Consulting Civil Engineers
41 Adelaide Street, Unit 71
London , Ontario N6B 3P4
(519)672-8310

SCALE 1 : 1250
12.5 0 25m

PROJECT NO. D7101P4

SHEET NO. DP

jcross Jul.02/19-1:56pm D7101P4- Phase 4 Redline.dwg

Memo

To: Mayor and Council

From: Ron Reymer, Chief Administrative Officer

Subject: Biddulph-Blanshard Fire Hall Parking Lot and Beech Street Paving Tender - 2019

Date: August 13, 2019

BACKGROUND:

The Township of Lucan Biddulph placed a call for tenders for the supply and placement of hot mix asphalt on Beech Street from Duchess Avenue to Market Street and for the Biddulph-Blanshard Fire Hall Parking Lot. The call for tender was issued to Lavis Contracting and GW-Ex Inc. The tender closed at 12:00 p.m. Wednesday July 10, 2019.

Tender results are below for Council's review:

COMPANY NAME	TOTAL PRICE	HST	TOTAL PRICE WITH HST
Lavis Contracting Co. Ltd.	$97,338.75	$12,654.04	$109,992.79
GW-Ex Inc.	$120,968.00	$15,725.84	$136,693.84

DISCUSSION:

The cost for the total hot mix asphalt tender as submitted by Lavis Contracting was subsequently revised due to an adjustment in the quantity of asphalt required. The revised tender bid is $95,392.50 excluding HST, $107,793.53 including HST. The bid breakdown is as follows:

LAVIS CONTRACTING CO	ORIGINAL TENDER AMOUNT (incl HST)	REVISED TENDER AMOUNT (incl HST)	REVISED TENDER AMOUNT (excl HST)
Biddulph-Blanshard Fire Hall	$61,234.70	$62,404.25	$55,225.00
Beech Street	$48,758.09	$45,389.28	$40,167.50
TOTAL	**$109,992.79**	**$107,793.53**	**$95,392.50**

IMPACT TO BUDGET:

The Beech Street paving project included within the 2019 capital budget is $32,862.00.
The tender for paving the Biddulph-Blanshard Fire Hall was approved by the Board of Directors as it was higher that the estimated $50,000.00 projected cost

RECOMMENDATION:

It is recommended that:

Council authorizes staff to accept tender from Lavis Contracting Co. Limited in the amount of $107,793.53 including HST for paving of Beech Street from Duchess Avenue to Market Street and for parking lot of the Biddulph-Blanshard Fire Hall.

Ron Reymer

Ron Reymer
CAO/Clerk

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

Item No.	Spec No.	Description	Unit	Estimated Quantity	Revised Quantity	Lavis Tender Price		Revised Estimate based on Lavis Pricing & Updated Quantities		Difference
						Unit Price	Total Price	Unit Price	Total Price	
PART A - BIDDULPH-BLANSHARD FIRE HALL										
A1	GC 314	Mobilization, demobilization and fine grading of granular	L.S.	100%	100%	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ -
A2	310	Supply, place and compact hot mix asphalt								
		a) HL3	tonne	155	187	$ 126.00	$ 19,530.00	$ 126.00	$ 23,562.00	$ 4,032.00
		b) HL8	tonne	260	233	$ 111.00	$ 28,860.00	$ 111.00	$ 25,863.00	-$ 2,997.00
					PART A SUBTOTAL		$ 54,190.00		$ 55,225.00	$ 1,035.00
PART B - BEECH STREET (DUCHESS AVENUE TO MARKET STREET)										
B1	GC	Mobilization and demobilization	L.S.	100%	100%	$ 3,250.00	$ 3,250.00	$ 3,250.00	$ 3,250.00	$ -
B2	510	Remove existing asphalt surface (full depth, all types)	m^2	900	900	$ 9.00	$ 8,100.00	$ 9.00	$ 8,100.00	$ -
B3	510	Milling (all depths)	m^2	10	10	$ 114.50	$ 1,145.00	$ 114.50	$ 1,145.00	$ -
B3	314	Fine grading of granular	L.S.	100%	100%	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -
B4	310	Supply, place and compact hot mix asphalt								
		a) HL3	tonne	115	90	$ 119.25	$ 13,713.75	$ 119.25	$ 10,732.50	-$ 2,981.25
		b) HL8	tonne	115	115	$ 112.00	$ 12,880.00	$ 112.00	$ 12,880.00	$ -
B5	407 408	Supply and install grade rings on existing structures, including parging and adjustment to finished grade								
		a) Sewer manhole	each	1	1	$ 520.00	$ 520.00	$ 520.00	$ 520.00	$ -
		b) Catch basin	each	2	2	$ 520.00	$ 1,040.00	$ 520.00	$ 1,040.00	$ -
					PART B SUBTOTAL		$ 43,148.75		$ 40,167.50	-$ 2,981.25
					TOTAL TENDER PRICE		$ 97,338.75		$ 95,392.50	-$ 1,946.25
					Applicable H.S.T. rate of the Sub-Total		$ 12,654.04		$ 12,401.03	-$ 253.01
					TOTAL CONTRACT PRICE		$ 109,992.79		$ 107,793.53	-$ 2,199.26

Increase	$ -
Neutral	$ -
Decrease	$ -

Memo

To: Mayor and Council

From: Paul Smith, Manager of Parks and Recreation

Subject: Boys and Girls Club Programming

Date: August 13th, 2019

BACKGROUND:
In the Spring of 2019, staff was approached by Arden McClean of the Boys and Girls Club about hosting programming sessions in the Township of Lucan Biddulph. Staff met with Arden and heard how she had already reached out to the community to see if there was a need for programming that they could offer. She discovered there was a current need and was seeking a space to host these programs. Our current spaces and future spaces would work perfectly for the Boys and Girls Club and their programming. Unfortunately due to the nonprofit aspect of their Club, their ability to pay the fee is reliant on registration. With full registration of at least 6 participants would mean the maximum amount payable would fall $10 dollars short of the set fee without raising the price of registration. The majority of their registration fees go towards paying for a qualified specialized instructor for each program as well as supplies pertaining to the program. Raising their fees would result in lower attendance as it would be unaffordable for lower income families.

The Lucan Biddulph Parks and Recreation masterplan identified a need for this type of programming. Survey results from the parks and recreation masterplan indicated our community was lacking affordable programming for youth and residents were traveling outside the community to locations that offered such programs. There is therefore a desire from our community to provide programs that the Boys and Girls Club are capable of offering.

These programs run in 6-week trial intervals beginning with two sessions a week with a rotating theme based on community input and interests.

DISCUSSION:
There is currently a lack of staff available for programming and it would be beneficial financially to not pay for staff time to run these programs. The difference of the $10 more than accounts for what the Township's cost would be to provide these programs to youth.

This is an important need in our community expressed in the Parks and Recreation Master Plan.

Starting these programs now provides a service that can be expanded upon once renovations have been completed, utilizing more of the new space created.

Staff have also discussed with Arden McClean the potential to provide a Youth leadership program and potential for a youth advisory council. These eager young leaders could be utilized to assist with Township programming, fulfilling their high school volunteer hours as well as giving them the desired skills and education to be future leaders in our community. They would be able to address needs and desires of the youth of our community and convey to Council recommendations, giving them experience and understanding of the municipal process.

These programs fill a timeslot currently not utilized and could bring in more revenue currently not forecasted for this budget year.

RECOMMENDATION:

That the Township of Lucan Biddulph provide recreational space at the Lucan Memorial Community Centre to the Boys and Girls Club with full knowledge that rental fees will be based on registration with a maximum potential of $50/hr., $10 short of the current $60/hr. fee. After each block of sessions Staff will review attendance and viability of the programming with coordinator, Arden McClean.

Paul Smith

Paul Smith, Manager of Parks and Recreation

Memo

To: Mayor and Council

From: Lisa deBoer, Economic Development & Communications Officer

Subject: Kraft Hockeyville

Date: August 13th, 2019

In 2018, Lucan was awarded the Kraft Hockeyville title and was fortunate to host an NHL Pre-season game within our own community. The organizing of this event involved many staff, volunteers and Kraft partners for days of fun and excitement leading up to the game.

Every year, the previous winning community presents the KHV trophy to the new winner and Kraft provides flight and car rental for the Chair and 2 Leads to attend the winning community's celebration and game. The 2019 Kraft Hockeyville winner is Renous, New Brunswick.

Kraft has advised that the travel arrangements will be from Monday, September 16th to Thursday, September 19th, 2019 with the flight will departing from Toronto to New Brunswick.

Recommendation:

That Cathy Burghardt-Jesson, Lisa deBoer and Paul Smith be approved to attend the 2019 Kraft Hockeyville event in Renous, NB from September 16th to September 19th and further that $1000 be allocated from the KHV Budget for the purposes of booking accommodations and miscellaneous expenses.

Lisa deBoer

Lisa deBoer
Economic Development & Communications Officer

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph approve the accounts, as listed identified below, as paid:

May 2019	$ 591,576.82
June 2019	$ 1,324,783.60
TOTAL	**$ 1,916,360.42**

RESOLUTION CARRIED

_____
MAYOR

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
023637	05/07/2019	003234	CHILDREN'S HEALTH FOUNDATION			1,040.60
	Invoice Fire&Ice 2019		05/07/2019	2018 BAR PROFIT	1,040.60	
023638	05/15/2019	001002	ABOVE AND BEYOND PROMOTIONS INC.			1,251.07
	Invoice 58030		05/10/2019	TOWNSHIP EMPLOYEE CLOTHING	1,251.07	
023639	05/15/2019	003208	ASTLEY GILBERT LIMITED			231.65
	Invoice 1953010		05/03/2019	BANNER	231.65	
023640	05/15/2019	001016	AUSABLE BAYFIELD CONSERVATION			36,649.00
	Invoice 6019		05/07/2019	JUNE LEVY PAYMENT	36,649.00	
023641	05/15/2019	001622	B M ROSS & ASSOCIATES			25,811.37
	Invoice 16486		05/07/2019	WWTP PRESENTATION	4,698.20	
	Invoice 16480		05/06/2019	STUDY	21,113.17	
023642	05/15/2019	002183	BURGHARDT-JESSON, CATHY			1,037.76
	Invoice Mileage& Ex Apr 2019		05/15/2019	MILEAGE & EXPENSES	1,037.76	
023643	05/15/2019	002517	CANADA'S FINEST COFFEE			54.00
	Invoice IN320939		05/02/2019	COFFEE	54.00	
023644	05/15/2019	001929	CINTAS CANADA LIMITED			263.04
	Invoice 39N150387		04/16/2019	MATS	80.41	
	Invoice 39N154178		05/14/2019	MATS	182.63	
023645	05/15/2019	002483	CITY OF LONDON			11,792.52
	Invoice 180963		05/15/2019	WATER PURCHASE	11,792.52	
023646	05/15/2019	001277	CLARKE'S FOOD MART			1,508.23
	Invoice April 2019 LBF		04/30/2019	FUEL	244.31	
	Invoice April 2019 Town		04/30/2019	FUEL	1,263.92	
023647	05/15/2019	002287	DENNIS MAGUIRE SLINGERS LTD			672.35
	Invoice 9947		05/03/2019	STONE	593.25	
	Invoice 9906		04/23/2019	CRUSHED STONE	79.10	
023648	05/15/2019	001263	DILLON CONSULTING LIMITED			559.55
	Invoice 199902		05/07/2019	MARLENE STREET	604.55	
	Invoice credit-2019		05/15/2019	INVOICE CORRECTION 195215	-45.00	
023649	05/15/2019	002796	DOWLER KARN			97.45
	Invoice 34700266		05/06/2019	FUEL	97.45	
023650	05/15/2019	003161	DULUX			931.57
	Invoice 7483243602		04/30/2019	PAINT	931.57	
023651	05/15/2019	003235	FIREHALL BOOKSTORE			103.48
	Invoice BK0001287		05/07/2019	FIRE BOOKS	103.48	
023652	05/15/2019	003236	GOAD AND GOAD LLP			4,869.74
	Invoice Nov 27, 2018		12/31/2018	INDUSTRIAL PARK SALE	2,434.87	
	Invoice Jan 31, 2019		01/31/2019	INDUSTRIAL PARK SALE	2,434.87	
023653	05/15/2019	002650	GUNNEBO CANADA INC			8.49
	Invoice INVF015202-1		12/31/2018	LBF BOX	8.49	
023654	05/15/2019	001283	HAMISCO INDUSTRIAL SALES INC.			633.01

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Invoice	IN351443		05/07/2019	SUPPLIES	351.93	
Invoice	IN351442		05/07/2019	PAPER SUPPLIES	281.08	
023655	05/15/2019	001343	HAUGH TIRE			42.87
Invoice	HA208405		04/19/2019	TIRE REPAIR	42.87	
023656	05/15/2019	001481	HETEK SOLUTIONS INC			1,174.60
Invoice	INV0032015		05/01/2019	R 7 M EQUIP	1,174.60	
023657	05/15/2019	001772	HURONIA			171.47
Invoice	157182		03/31/2019	WELDING SUPPLIES	126.27	
Invoice	155137		04/30/2019	WELDING SUPPLIES	45.20	
023658	05/15/2019	001100	Huron Tractor			225.57
Invoice	A46243		05/01/2019	GREASE & OIL	225.57	
023659	05/15/2019	003237	ICONIX WATERWORKS			220.35
Invoice	10916038971		05/01/2019	WATER EQUIPT.	220.35	
023660	05/15/2019	003168	JEFF STAPLETON			540.00
Invoice	7		04/30/2019	SENIORS FITNESS	540.00	
023661	05/15/2019	002375	JOHNSON'S SANITATION SERV. LTD.			440.70
Invoice	144996		04/24/2019	PORTABLE WASHROOM	220.35	
Invoice	144997		04/24/2019	PORTABLE WASHROOM	220.35	
023662	05/15/2019	001119	K.L. ELECTRIC			1,222.61
Invoice	12459		04/25/2019	SENIORS ROOM	1,222.61	
023663	05/15/2019	002998	KTI LIMITED			13,827.12
Invoice	117164		04/11/2019	Meters	2,908.54	
Invoice	117091		04/10/2019	Meters	10,918.58	
023664	05/15/2019	001129	LANGFORD LUMBER			135.59
Invoice	LUM453288		04/10/2019	SHOP SUPPLIES	135.59	
023665	05/15/2019	001913	LERNERS LLP			2,777.27
Invoice	32323184		04/29/2019	BY-LAW INFO	1,002.80	
Invoice	32322165		04/09/2019	INDUSTRIAL PARK	1,774.47	
023666	05/15/2019	001998	LOCAL AUTHORITY SERVICES LTD.			4,902.24
Invoice	PF097403000		04/23/2019	FUEL	3,507.36	
Invoice	PF098303021		05/07/2019	FUEL	1,394.88	
023667	05/15/2019	002621	MAGUIRE, KELLY			1,356.00
Invoice	80		04/30/2019	Property Maintenance	1,356.00	
023668	05/15/2019	003240	MASSENHOVEN, DENNIS			600.00
Invoice	BACON2019		05/15/2019	GARBAGE PAILS	600.00	
023669	05/15/2019	002709	MERNER, CHRISTINA			131.70
Invoice	MILEAGE MAY2019		05/06/2019	MILEAGE & EXP.	131.70	
023670	05/15/2019	003238	MESSER CANADA INC 15687			263.81
Invoice	2100445109		02/27/2019	GAS RENTAL	263.81	
023671	05/15/2019	001631	MICHELIN NORTH AMERICA (CANADA) INC.			2,005.03
Invoice	DA0007103746		04/26/2019	SERVICE	2,005.03	

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023672	05/15/2019	003239	ML CONSULTING			6,215.00
	Invoice 95.19		05/06/2019	SALARY REVIEW	6,215.00	
023673	05/15/2019	003120	MRC SYSTEMS			1,432.84
	Invoice 010181		04/17/2019	PAGERS	1,432.84	
023674	05/15/2019	001945	MUNICIPALITY OF MIDDLESEX CENTRE			169.08
	Invoice 522031		05/09/2019	ADVERTISING	128.05	
	Invoice 516067		04/16/2019	LEWIS DRAIN	41.03	
023675	05/15/2019	001238	MUNICIPALITY OF THAMES CENTRE			162.13
	Invoice 088158		12/31/2018	IPAD RENTAL	162.13	
023676	05/15/2019	001168	Minister of Finance			1,725.64
	Invoice EHT April 2019		04/30/2019	EHT April 2019	1,725.64	
023677	05/15/2019	001735	NEOPOST CANADA LTD			135.59
	Invoice 6209429		05/01/2019	POSTAGE MACHINE RENTAL	135.59	
023678	05/15/2019	002929	OMI CANADA INC.			12,611.37
	Invoice 691130-03-02		04/15/2019	WATER	12,611.37	
023679	05/15/2019	001843	ONTARIO CLEAN WATER AGENCY			23,781.03
	Invoice INV000112668		05/01/2019	CONTRACTED SERVICES	12,846.00	
	Invoice INV000112801		05/01/2019	ADDITIONAL SERVICES	10,935.03	
023680	05/15/2019	001217	ONTARIO MUNICIPAL WATER ASSOC			519.80
	Invoice 219-M-001		05/15/2019	Annual Membership	519.80	
023681	05/15/2019	002626	ONTARIO ONE CALL			203.95
	Invoice 201999841		04/30/2019	LOCATES	203.95	
023682	05/15/2019	003022	ORKIN CANADA CORPORATION			84.75
	Invoice IN-364023		04/08/2019	PEST CONTROL	84.75	
023683	05/15/2019	003091	PA SHOP			233.63
	Invoice 95303		12/31/2018	BALANCE	233.63	
023685	05/15/2019	003213	PICKARD CONSTRUCTION			1,863.25
	Invoice 80212		04/24/2019	R & M HARD TOP	1,863.25	
023686	05/15/2019	002894	POSTMEDIA			1,602.91
	Invoice 131063		04/30/2019	MARLENE ADVERTISING	1,602.91	
023687	05/15/2019	001195	PROMECHANICAL TRUCK REPAIRS			318.50
	Invoice 71570		05/09/2019	SERVICE	123.03	
	Invoice 71460		05/02/2019	SERVICE	195.47	
023688	05/15/2019	001040	SCRIMGEOUR & COMPANY			3,672.50
	Invoice MAY 2 2019		04/30/2019	AUDITTING SERVICES	3,672.50	
023689	05/15/2019	001222	SEXAUER LTD.			400.98
	Invoice 491461943		05/09/2019	MAINT. SUPPLIES	400.98	
023690	05/15/2019	001372	SPRIET ASSOCIATES			8,906.66
	Invoice 19-0125		04/12/2019	STUMPF DRAIN	8,906.66	

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023691	05/15/2019	002844	STACEY PALEN SERVICES			1,574.86
	Invoice 410		03/13/2019	HOME ALONE COURSE	629.93	
	Invoice 429		04/05/2019	BabySitting Course	944.93	
023692	05/15/2019	001933	STRONGCO EQUIPMENT			674.71
	Invoice 90727633		05/13/2019	OIL	674.71	
023693	05/15/2019	003241	SUMMERVILLE NURSERIES INC.			44.07
	Invoice 150487		04/23/2019	PROMO TREES	44.07	
023694	05/15/2019	001261	TECHNICAL STANDARDS & SAFETY			39.55
	Invoice 3299607		04/22/2019	INSPECTION	39.55	
023695	05/15/2019	003242	THOMSON REUTERS			172.08
	Invoice 3490118		04/17/2019	SAFETY BOOKS	172.08	
023697	05/15/2019	001691	TRY RECYCLING INC.			4,325.55
	Invoice 0000174118		04/27/2019	BRUSH WASTE	1,353.39	
	Invoice 0000173940		04/20/2019	BRUSH WASTE	892.00	
	Invoice 0000174293		04/30/2019	BRUSH WASTE	462.41	
	Invoice 0000173756		04/30/2019	GREEN WASTE	1,617.75	
023698	05/15/2019	002960	WASTE CONNECTIONS OF CANADA INC.			831.69
	Invoice 7120-0000785480		04/30/2019	MAINTENANCE	831.69	
023699	05/15/2019	003243	WATSON'S HOME HARDWARE			1,037.52
	Invoice GD3414		04/08/2019	BALL BENCHES	1,037.52	
023700	05/15/2019	001270	TREASURER, COUNTY OF MIDDLESEX			51,861.41
	Invoice IVC-2019-01103		04/16/2019	IT COSTS	4,952.98	
	Invoice IVC-2018-01441		12/31/2018	NAGLE DRIVE	1,457.97	
	Invoice IVC-2018-01440		12/31/2018	EMPLOYEE CLAIM	2,583.74	
	Invoice IVC-2018-01439		12/31/2018	CHILD CARE LEASE	636.76	
	Invoice IVC-2018-01287		12/31/2018	PERSONNEL	551.95	
	Invoice IVC-2018-01291		12/31/2018	EMPLOYEE	1,299.88	
	Invoice IVC-2018-01290		12/31/2018	EMPLOYEE	814.33	
	Invoice IVC-2018-01289		12/31/2018	EMPLOYEE	553.95	
	Invoice IVC-2018-01284		12/31/2018	LEGAL	68.00	
	Invoice IVC-2018-01288		12/31/2018	EMPLOYEE	485.38	
	Invoice IVC-2018-01438		12/31/2018	TO BE RECOVERED	1,990.76	
	Invoice IVC-2018-01437		12/31/2018	TO BE RECOVERED	2,082.20	
	Invoice IVC-2018-01436		12/31/2018	TO BE RECOVERED	993.90	
	Invoice IVC-2018-01435		12/31/2018	TO BE RECOVERED	959.90	
	Invoice IVC-2018-01442		12/31/2018	TO BE RECOVERED	3,113.80	
	Invoice IVC-2018-01480		12/31/2018	CROSSWALK	28,650.00	
	Invoice IVC-2019-01002		01/22/2019	CROSSWALK	665.91	
023701	05/23/2019	001168	Minister of Finance			4,065.49
	Invoice 2018 EHT Rec		05/23/2019	2018 RECONCILIATION	4,065.49	
023702	05/27/2019	003244	ROLLERSKATIN			592.12
	Invoice 148-05-24		05/24/2019	ROLLER SKATE RENTAL	592.12	
023703	05/27/2019	001290	ULTRAGUARD			1,205.88
	Invoice 612100		01/04/2019	ALARM REPAIR	1,205.88	
023704	05/27/2019	002785	BEAVER BROOK TREE SERVICE			15,707.00
	Invoice 2445		04/30/2019	Tree Removal	15,707.00	

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023705	05/30/2019	003245	VANDERWEIDE, MIKE			500.00
	Invoice 2019 ROLLER EVENT		05/30/2019	BAND FOR ROLL INTO SUMMER	500.00	
023706	05/31/2019	002578	A.J. STONE			848.89
	Invoice 146205		05/10/2019	NOZZLE - MEMFUND	848.89	
023707	05/31/2019	002689	AIR DESIGN SERVICES INC.			364.99
	Invoice 10059-120938		05/14/2019	YEARLY FILTER MAINT.	364.99	
023708	05/31/2019	003208	ASTLEY GILBERT LIMITED			1,836.25
	Invoice 1962004		05/28/2019	SIGNS ETC DAYCARE	649.75	
	Invoice 1961781		05/24/2019	BOARD SIGNS	1,186.50	
023709	05/31/2019	001016	AUSABLE BAYFIELD CONSERVATION			717.55
	Invoice 5963		03/25/2019	TREES	717.55	
023710	05/31/2019	001262	BANK OF MONTREAL			460.76
	Invoice May 2019		05/31/2019	J.R. Account 856772-5	460.76	
023711	05/31/2019	003209	BOB RIEHL			74.35
	Invoice 150		05/10/2019	PICKLEBALL SUPPLIES	74.35	
023712	05/31/2019	001393	BRANDER STEEL INDUSTRIES LTD			412.36
	Invoice 30353		04/23/2019	GROUNDS MAINT.	384.38	
	Invoice 30369		04/23/2019	EQUIPMENT	27.98	
023713	05/31/2019	002517	CANADA'S FINEST COFFEE			174.00
	Invoice IN321721		05/16/2019	COFFEE	120.00	
	Invoice IN322737		05/30/2019	COFFEE	54.00	
023714	05/31/2019	002807	CANADIAN SECURITY CONCEPTS INC.			427.14
	Invoice 23703		03/22/2019	SECURITY	427.14	
023715	05/31/2019	001546	CEDAR SIGNS			318.37
	Invoice 56092		05/30/2019	911 SIGNS	318.37	
023716	05/31/2019	002368	CIMCO REFRIGERATION			691.33
	Invoice 90666758		04/17/2019	LABOUR	691.33	
023717	05/31/2019	001929	CINTAS CANADA LIMITED			467.02
	Invoice 39N155938		05/28/2019	MATS	135.88	
	Invoice 39N152329		04/30/2019	MATS	80.41	
	Invoice 39N146370		03/19/2019	MATS	80.41	
	Invoice 39N148407		04/02/2019	MATS	80.41	
	Invoice 39N155937		05/28/2019	MATS	89.91	
023718	05/31/2019	002637	COMPUGEN INC.			176.02
	Invoice 9239849		05/27/2019	PHOTOCOPIER CHARGES	176.02	
023719	05/31/2019	002660	DAMAR SECURITY SYSTEMS			1,134.57
	Invoice 326861		05/16/2019	ALARM MONITORING	1,134.57	
023720	05/31/2019	001754	DEN-MAR BRINES LIMITED			21,571.17
	Invoice D0250345		05/17/2019	DUST CONTROL	2,396.64	
	Invoice D0250344		05/16/2019	DUST CONTROL	4,793.28	
	Invoice D0249988		05/10/2019	DUST CONTROL	4,793.28	
	Invoice D0250343		05/15/2019	DUST CONTROL	2,396.64	

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	Invoice D0249986		05/09/2019	DUST CONTROL	7,191.33	
023721	05/31/2019	001263	DILLON CONSULTING LIMITED			1,066.32
	Invoice 200605		05/27/2019	LUCAN ESTATES	1,066.32	
023722	05/31/2019	001303	E & W BLANE TRUCKING			185.21
	Invoice 4917		05/15/2019	GRAVEL	185.21	
023723	05/31/2019	001280	EVANS UTILITY			4,070.83
	Invoice 158020		05/27/2019	METER SUPPLIES	4,070.83	
023724	05/31/2019	003246	FORRAN, BONNIE			417.75
	Invoice REPAY wc 2019		05/31/2019	REPAY FISHFRY EXPENSE	417.75	
023725	05/31/2019	001443	FRANK COWAN COMPANY LTD			261.03
	Invoice APRIL 30 BILLING		04/30/2019	EMPLOYEE CLAIM	31.66	
	Invoice IN000009715/16		05/31/2019	EMPLOYEE CLAIM	229.37	
023726	05/31/2019	001310	GENCARE SERVICES			6,390.15
	Invoice 47797		05/23/2019	GENERATOR SERVICE	1,649.80	
	Invoice 47798		05/23/2019	GENERATOR SERVICE	875.75	
	Invoice 47799		05/23/2019	GENERATOR SERVICE	841.85	
	Invoice 47800		05/23/2019	GENERATOR SERVICE	853.15	
	Invoice 47801		05/23/2019	GENERATOR SERVICE	717.55	
	Invoice 47802		05/23/2019	GENERATOR SERVICE	745.80	
	Invoice 47804		05/23/2019	GENERATOR SERVICE	706.25	
023727	05/31/2019	001100	Huron Tractor			247.06
	Invoice H32091		05/31/2019	SUPPLIES	78.13	
	Invoice H47912		05/27/2019	LAWNMOWER PARTS	168.93	
023728	05/31/2019	002375	JOHNSON'S SANITATION SERV. LTD.			384.20
	Invoice 146413		05/21/2019	WASHROOMS	192.10	
	Invoice 146414		05/21/2019	WASHROOMS	192.10	
023729	05/31/2019	001299	JPW SYSTEMS INC.			570.65
	Invoice 21817		05/24/2019	DOOR KEYPAD FIX	570.65	
023730	05/31/2019	001129	LANGFORD LUMBER			11,280.95
	Invoice TO BALANCE ACCT		05/31/2019	SHOP SUPPLIES	11,280.95	
023731	05/31/2019	002588	LEVITT SAFETY			1,633.98
	Invoice 1254186-00		05/23/2019	FIT TEST	1,633.98	
023732	05/31/2019	003047	LIBRO CREDIT UNION			622.64
	Invoice MAY 2019		05/31/2019	RRSP SAVING	622.64	
023733	05/31/2019	001135	LIFESAVING SOCIETY			246.00
	Invoice S027652		05/01/2019	LICENCE FEE	246.00	
023734	05/31/2019	002290	LISA CODDINGTON			300.00
	Invoice bacon2019		05/31/2019	BACONFEST EXPENSE	300.00	
023735	05/31/2019	001998	LOCAL AUTHORITY SERVICES LTD.			3,634.06
	Invoice PF-0922-02862		01/22/2019	FUEL	3,634.06	
023736	05/31/2019	001945	MUNICIPALITY OF MIDDLESEX CENTRE			20,746.12
	Invoice 522206		05/22/2019	BUILDING INSPECTIONS	20,746.12	

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023737	05/31/2019	002280	MUNICIPALITY OF NORTH PERTH			28.25
	Invoice 2019		05/31/2019	MEMBERSHIP	28.25	
023738	05/31/2019	001168	Minister of Finance			45,243.79
	Invoice 112803191048221		04/30/2019	OPP MONTHLY BILLING	45,243.79	
023739	05/31/2019	001603	O'SHEA MIKE			364.90
	Invoice MAY 2019		05/31/2019	WILDLIFE WORKSHOP	364.90	
023740	05/31/2019	002929	OMI CANADA INC.			13,368.18
	Invoice 691130-03-03		05/23/2019	CONTRACT	13,368.18	
023741	05/31/2019	002626	ONTARIO ONE CALL			188.42
	Invoice 201900763		05/31/2019	LOCATES	188.42	
023742	05/31/2019	003022	ORKIN CANADA CORPORATION			84.75
	Invoice IN-365764		05/13/2019	PEST CONTROL	84.75	
023743	05/31/2019	002105	OUTBACK TIRE SHACK			241.82
	Invoice 8660		05/08/2019	VEHICLE MAINTENANCE	241.82	
023744	05/31/2019	002348	OWEN SOUND HIGHWAY MAINTENANCE			21,252.86
	Invoice OS-552-2019-0851		05/31/2019	SAND USAGE	21,252.86	
023745	05/31/2019	003207	PEPPER, JULIE			280.00
	Invoice MAY 2019		05/22/2019	CLASS INSTRUCTOR	280.00	
023746	05/31/2019	002894	POSTMEDIA			336.18
	Invoice 1565471		05/31/2019	EMPLOYEE ADVERTISING	336.18	
023747	05/31/2019	002758	PPE SOLUTIONS			13,225.28
	Invoice 7333		05/13/2019	TURNOUT GEAR	208.81	
	Invoice 7302		05/31/2019	TURNOUT GEAR	13,016.47	
023748	05/31/2019	002718	PROGRAMMED INSURANCE BROKERS INC.			32.40
	Invoice 415616		04/16/2019	MARKETING	32.40	
023749	05/31/2019	002625	RESQTECH SYSTEMS			2,806.92
	Invoice 28538		05/02/2019	GLOVES	2,206.89	
	Invoice 28469		04/03/2019	GLOVES	713.03	
	Invoice 28469CM		05/03/2019	CREDIT MEMO	-113.00	
023750	05/31/2019	003196	SOUTHWEST FIRE ACADEMY			542.40
	Invoice VOLLEY2019 LB MEALS		05/13/2019	TRAINING	542.40	
023751	05/31/2019	001628	SOUTHWOLD DIVERSIFIED LTD.			1,774.61
	Invoice 064947		05/31/2019	NEW FIXTURES	1,774.61	
023752	05/31/2019	001372	SPRIET ASSOCIATES			6,780.00
	Invoice 19-0135		03/31/2019	ARENA UPGRADES	6,780.00	
023753	05/31/2019	003247	VOID TIM HORTONS	Voided: 6/04/2019		2,500.00
023754	05/31/2019	001691	TRY RECYCLING INC.			5,093.75
	Invoice 174555		05/13/2019	BRUSH	1,462.11	
	Invoice 174554		05/11/2019	BRUSH	1,068.42	
	Invoice 175060		05/25/2019	BRUSH	1,606.40	

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Invoice 174851			05/18/2019	BRUSH	956.82	
023755	05/31/2019	003006	VANDERMUREN, ABBY			412.65
Invoice MILEAGE MAY 2019			05/31/2019	MILEAGE	412.65	
023756	05/31/2019	002753	WHOLEFIT			1,000.00
Invoice bacon 2019			05/31/2019	BACONFEST EXPENSES	1,000.00	
023757	05/31/2019	003157	WINMAR LONDON			7,494.70
Invoice LJ043108			05/31/2019	SCOUT HALL	2,487.18	
Invoice LJ043106			05/31/2019	SCOUT HALL	5,007.52	
023758	05/31/2019	003248	WRIGHT, KENNETH			795.00
Invoice REPAY 2019			05/31/2019	PAID TAX TWICE IN ERROR	795.00	
				Cheque Register Total -		469,801.93

Accounts Payable

ARENA BANK Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000514	05/31/2019	002443	HYDRO, ARENA 425990			16,748.11
	Invoice 0419-5990		04/30/2019	Hydro One 263 Main Arena	16,748.11	
000515	05/31/2019	002456	HYDRO, ARENA 889687			55.96
	Invoice 0519-9687		05/15/2019	Hydro One, 263 Main St. BLDG.	55.96	
000516	05/31/2019	002449	HYDRO, ARENA LIGHT 857734			31.74
	Invoice 0519-7734		05/15/2019	Hydro One, 263 Main St. Light	31.74	
000517	05/31/2019	002457	HYDRO, GRANTON PK 512579			33.25
	Invoice 0519-2579		05/15/2019	Hydro One, High St. Light 2	33.25	
000518	05/31/2019	002458	HYDRO, GRANTON PK. 201433			275.49
	Invoice 0519-1433		05/15/2019	Hydro One, High St. Light 1	275.49	
000519	05/31/2019	002435	HYDRO, MARKET PARK 117345			53.16
	Invoice 0519-7345		05/15/2019	Hydro One, Market St. Park	53.16	
000520	05/31/2019	002442	HYDRO, SPLASH PAD 018334			31.65
	Invoice 0519-8334		05/15/2019	Hydro One, Splash Pad	31.65	
000521	05/31/2019	002767	STAPLES - ARENA			570.82
	Invoice 0419-9008		04/30/2019	ARENA - SUPPLIES	141.23	
	Invoice 0519-9008		05/15/2019	ARENA - SUPPLIES	429.59	
000522	05/31/2019	002489	THE BEER STORE			763.29
	Invoice 10157700		05/15/2019	ALCOHOL	763.29	
000523	05/31/2019	002463	U. GAS ARENA 2022			869.11
	Invoice 0419-2022		04/30/2019	Heat - POOL, ARENA, LIONS SHED	869.11	
000524	05/31/2019	002563	U. GAS ARENA 2061			559.05
	Invoice 0419-2061		04/30/2019	Heat-MAIN HALL & DAYCARE	559.05	
000525	05/31/2019	002464	U. GAS SENIOR CTR 2137			113.91
	Invoice 0419-2137		04/30/2019	HEAT - SENIOR CENTRE	113.91	
				Cheque Register Total -		20,105.54

Accounts Payable

Invoices Paid Online - B.B. Fire Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000216	05/14/2019	002955	TOWNSHIP OF LUCAN BIDDULPH			395.16
	Invoice 165144		12/31/2018	QUARTERLY WATER BILLING	197.58	
	Invoice 168842		03/31/2019	QUARTERLY WATER BILLING	197.58	
000225	05/31/2019	002448	HYDRO, B.B. FIRE 173473			204.19
	Invoice 0519-3473		05/08/2019	Hydro One, B.B. Fire	204.19	
000226	05/31/2019	002429	QUADRO, BB FIRE 444			46.36
	Invoice 0519-10300444		05/08/2019	B.B. Fire Telephone	46.36	
000227	05/31/2019	002468	U. GAS B.B.FIRE 1102			104.37
	Invoice 0519-1102		05/08/2019	Heat - B. B. Fire	104.37	
				Cheque Register Total -		750.08

Accounts Payable

Invoices Paid Online - L.B. Fire Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000182	05/14/2019	002955	TOWNSHIP OF LUCAN BIDDULPH			238.99
	Invoice 169775		03/31/2019	QUARTERLY WATER BILLING	238.99	
000189	05/31/2019	002475	BELL L.B. FIRE 227-4913			195.47
	Invoice 0419-4913		04/01/2019	L.B. Fire Telephone	96.29	
	Invoice 0519-4913		05/01/2019	L.B. Fire Telephone	99.18	
000190	05/31/2019	002437	HYDRO, L.B. FIRE 326629			124.19
	Invoice 0519-6629		05/06/2019	Hydro One, L.B. Fire	124.19	
000191	05/31/2019	002465	U. GAS L.B. FIRE 1985			155.78
	Invoice 0419-1985		04/30/2019	Heat - L.B. Fire	155.78	
000192	05/31/2019	001231	WSIB			97.83
	Invoice LBFD 0419 Penalty		04/30/2019	WSIB PENALTY	97.83	
				Cheque Register Total -		812.26

Accounts Payable

Invoices Paid Online - Sewer Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000423	05/31/2019	002477	BELL L. SEWER 227-1409			658.90
	Invoice 0419-1409		04/01/2019	Lucan Sewer Telephone	327.62	
	Invoice 0519-1409		05/08/2019	Lucan Sewer Telephone	331.28	
000424	05/31/2019	002473	BELL L.SEWER 227-1393			70.85
	Invoice 0519-1393		05/08/2019	Nicoline Dev. Telephone	70.85	
000425	05/31/2019	003001	HAY COMMUNICATIONS			67.80
	Invoice 0519-10226077		05/08/2019	Alarm System	67.80	
000426	05/31/2019	002440	HYDRO, L. SEWER 232687			769.15
	Invoice 0419-2687		04/30/2019	Hydro One, Chestnut St. Pmp. S	769.15	
000427	05/31/2019	002444	HYDRO, L. SEWER 416752			5,797.65
	Invoice 0419-6752		04/30/2019	Hydro One, 6242 Fallon Dr.	5,797.65	
000428	05/31/2019	002567	HYDRO, L.S. 577325			924.62
	Invoice 0419-7325		04/30/2019	Hydro One 34195 Granton Line	924.62	
000429	05/31/2019	002568	HYDRO, L.S. PUMP 780419			48.15
	Invoice 0519-0419		05/08/2019	Hydro One, Joseph St. Pump	48.15	
000430	05/31/2019	002564	QUADRO, L. SEWER 555			603.22
	Invoice 0519-10304555		05/06/2019	Lucan Sewer Telephone	301.61	
	Invoice 0419-10304555		04/06/2019	Lucan Sewer Telephone	301.61	
000431	05/31/2019	002467	U. GAS L.SEWER 1292			128.48
	Invoice 0519-1292		05/08/2019	Heat - Lucan Sewer	128.48	
000432	05/31/2019	003044	U. GAS SEWER 6155			936.43
	Invoice 0419-6155		04/08/2019	34195 Granton Line Hydro	401.27	
	Invoice 0519-6155		05/08/2019	34195 Granton Line Hydro	535.16	

Cheque Register Total - 10,005.25

Accounts Payable

Invoices Paid Online - Water Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000228	05/31/2019	002476	BELL, LW BOOSTER STN 227-1017			434.24
	Invoice 0419-1017		04/01/2019	Water Booster Station Telephon	216.63	
	Invoice 0519-1017		05/01/2019	Water Booster Station Telephon	217.61	
000229	05/31/2019	002455	HYDRO, L.WATER 027813			3,263.56
	Invoice 0419-27813		04/25/2019	Hydro One, Water Booster Stn.	3,263.56	
000230	05/31/2019	002461	HYDRO, L.WATER 049957			33.60
	Invoice 0419-9957		04/30/2019	Hydro One, 4 Conc. Lot 30	33.60	
				Cheque Register Total -		3,731.40

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
001218	05/06/2019	001028	BLUEWATER RECYCLING ASSOC			9,334.43
	Invoice Dec 3, 2018		12/31/2018	DEC AUTOMATED	9,334.43	
001219	05/16/2019	002600	LUCAN WATER - P.W.B.			534.46
	Invoice 166095		12/31/2018	Water/Sewer	261.87	
	Invoice 169661		03/31/2019	Water/Sewer	272.59	
001262	05/07/2019	002986	MASTERCARD - BB FIRE			342.02
	Invoice April 2019		04/30/2019	MASTERCARD PURCHASES	342.02	
001263	05/07/2019	002985	MASTERCARD - MUN. OFFICE			2,316.23
	Invoice April 2019		04/30/2019	MASTERCARD PURCHASES	2,316.23	
001264	05/07/2019	002987	MASTERCARD - PARKS & REC.			1,592.56
	Invoice April 2019		04/30/2019	MASTERCARD PURCHASES	1,592.56	
001273	05/31/2019	002574	BELL MOBILITY			683.00
	Invoice 0419-3690		04/08/2019	Cell Phones	146.04	
	Invoice 0519-3690		05/08/2019	Cell Phones	536.96	
001277	05/31/2019	002473	BELL L.SEWER 227-1393			68.79
	Invoice 0419-1393		04/01/2019	Nicoline Dev. Telephone	68.79	
001278	05/31/2019	002474	BELL PWB 227-1224			343.60
	Invoice 0419-1224		04/01/2019	P.W. Building Phone	168.73	
	Invoice 0519-1224		05/01/2019	P.W. Building Phone	174.87	
001279	05/31/2019	001028	BLUEWATER RECYCLING ASSOC			35,403.37
	Invoice 85676		03/31/2019	YD WASTE LIFT	61.32	
	Invoice 85677		03/31/2019	YD WASTE LIFT	269.80	
	Invoice 85678		03/31/2019	YD WASTE LIFT	94.02	
	Invoice 24213		04/04/2019	Q2 RECYCLING	34,978.23	
001280	05/31/2019	002453	HYDRO, CROSSING LT. 315250			88.28
	Invoice 0419-5250		04/23/2019	Hydro One, Crossing Lights	88.28	
001281	05/31/2019	002439	HYDRO, MUSEUM 927124			271.10
	Invoice 0519-7124		05/06/2019	Hydro One, Museum	271.10	
001282	05/31/2019	002731	HYDRO, OFFICE/LIBRARY 2711			991.31
	Invoice 0419-2711		04/23/2019	Municipal Office/Library	991.31	
001283	05/31/2019	002566	HYDRO, PWB 210821			543.69
	Invoice 0519-0821		05/06/2019	Hydro One, Public Works Bldg.	543.69	
001284	05/31/2019	002436	HYDRO, SCOUT HALL 407254			174.88
	Invoice 0519-7254		05/06/2019	Hydro One, Scout Hall	174.88	
001285	05/31/2019	002570	HYDRO, ST. LIGHTS 116868			1,420.72
	Invoice 0419-6868		04/18/2019	Hydro One, Street Lights	1,420.72	
001286	05/31/2019	002569	HYDRO, ST. LIGHTS 538601			386.43
	Invoice 0419-8601		04/18/2019	Hydro One, 0 Watson St.	386.43	
001287	05/31/2019	002451	HYDRO, ST. LIGHTS 807958			122.53
	Invoice 0419-7958		04/18/2019	Hydro One, 1 Conc. Lot 25	122.53	
001288	05/31/2019	002441	HYDRO, WATER TOWER 493632			362.61

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

05/01/2019 thru 05/31/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
Invoice 0519-3632			05/06/2019	Hydro One, Water Tower	362.61	
001289	05/31/2019	002702	QUADRO - MUN. OFFICE/PARKS&REC.			1,071.91
Invoice 0419-10324606			04/09/2019	Mun. Office/Parks&Rec.	537.13	
Invoice 0519-10324606			05/08/2019	Mun. Office/Parks&Rec.	534.78	
001290	05/31/2019	001983	RWAM INSURANCE ADMINISTRATORS			8,715.66
Invoice APRIL 2019			04/30/2019	COST PLUS	3,879.11	
Invoice MAY 2019 GROUP			05/31/2019	GROUP PREMIUM	2,036.98	
Invoice May 2019			05/31/2019	COST PLUS	2,799.57	
001291	05/31/2019	002585	STAPLES - OFFICE			1,810.78
Invoice 0419-5002			04/30/2019	Office Supplies	722.12	
Invoice 1018-5002			05/08/2019	Office Supplies	1,088.66	
001292	05/31/2019	002691	U. GAS - OFFICE/LIBRARY 2145			400.78
Invoice 0419-2145			04/30/2019	OFFICE/LIBRARY HEAT	400.78	
001293	05/31/2019	002469	U. GAS PW BLDG. 1545			460.91
Invoice 0519-1545			05/08/2019	Public Works Heat	460.91	
001294	05/31/2019	001231	WSIB			5,686.61
Invoice APRIL 2019			04/30/2019	WSIB	2,787.58	
Invoice MAY 2019			05/31/2019	WSIB	2,899.03	
001316	05/31/2019	002616	OMERS			13,243.70
Invoice May 2019			05/31/2019	OMERS	13,243.70	
				Cheque Register Total -		86,370.36

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
023759	06/04/2019	003168	JEFF STAPLETON			540.00
	Invoice MAY 2019		05/31/2019	INSTRUCTOR	540.00	
023760	06/07/2019	003249	MJ'S ROADHOUSE			79.05
	Invoice 264		06/07/2019	CEDC APPS	79.05	
023761	06/07/2019	001793	WESTMAN ALEX			696.87
	Invoice refund income tax		06/07/2019	PAYROLL REFUND INCOME TAX	696.87	
023764	06/20/2019	002578	A.J. STONE			522.79
	Invoice 145930		05/03/2019	VALVE HYDRANT	522.79	
023765	06/20/2019	001002	ABOVE AND BEYOND PROMOTIONS INC.			146.88
	Invoice 58200		05/29/2019	EMPLOYEE CLOTHING	146.88	
023766	06/20/2019	003255	ATCHINSON PLUMBING			904.00
	Invoice SI256155		05/31/2019	PLUMBING UPDATES	904.00	
023767	06/20/2019	001666	B. EDWARDS TRANSFER			4,718.88
	Invoice 640993		06/06/2019	CATCH BASIN CLEANING	4,718.88	
023768	06/20/2019	001262	BANK OF MONTREAL			460.76
	Invoice June 2019		06/18/2019	J.R. Account 856772-5	460.76	
023769	06/20/2019	002790	CARRIER CENTRES			283.04
	Invoice 05P502716		06/12/2019	SIREN SPEAKER	283.04	
023770	06/20/2019	001546	CEDAR SIGNS			815.58
	Invoice 56148		06/18/2019	SAFETY CONES & SIGNS	815.58	
023771	06/20/2019	001929	CINTAS CANADA LIMITED			182.63
	Invoice 39N157709		06/11/2019	MATS & SOAP	182.63	
023772	06/20/2019	002483	CITY OF LONDON			13,284.58
	Invoice 181539		06/12/2019	SPRING TRAINING	500.00	
	Invoice 181492		06/05/2019	PURCHASE OF WATER	12,784.58	
023773	06/20/2019	001199	CLARENCE CARTER & SONS			1,012.93
	Invoice 57711		05/31/2019	DOZER RENTAL	324.20	
	Invoice 57710		05/27/2019	DOZER RENTAL	429.40	
	Invoice 57736		05/05/2019	GRAVEL FOR FLOWERS	259.33	
023774	06/20/2019	001277	CLARKE'S FOOD MART			1,435.81
	Invoice May 2019		05/31/2019	FUEL	1,261.95	
	Invoice LBF MAY 2019		05/31/2019	FUEL	173.86	
023775	06/20/2019	001263	DILLON CONSULTING LIMITED			23,275.18
	Invoice 197656		03/11/2019	MARLENE STREET	10,554.20	
	Invoice 199162		06/11/2019	MARLENE STREET	12,720.98	
023776	06/20/2019	002796	DOWLER KARN			139.21
	Invoice 8666		05/31/2019	FUEL	139.21	
023777	06/20/2019	001914	EARTHEN ELEGANCE FLORAL ARTISTRY			162.45
	Invoice 100000969		03/27/2019	FLOWERS FOR XMAS WIVES	162.45	
023778	06/20/2019	002950	FISHER HYDE PARK			1,012.48
	Invoice 21107		06/05/2019	TOPSOIL	433.92	

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
	Invoice 23301		05/21/2019	TOPSOIL	289.28	
	Invoice 24472		05/31/2019	TOPSOIL	289.28	
023779	06/20/2019	003246	FORRAN, BONNIE			1,709.69
	Invoice H-0059		06/17/2019	FUNDAY GRANTON RE-PAY	1,709.69	
023780	06/20/2019	003081	GILLET ANDREW			2,520.00
	Invoice JUNE 2019		06/18/2019	MURAL	2,520.00	
023781	06/20/2019	001772	HURONIA			7.91
	Invoice R2007824		05/31/2019	PROPANE	7.91	
023782	06/20/2019	002920	INDUSTRIAL CHOICE SUPPLY			1,123.05
	Invoice 70-45281		05/23/2019	SHOP TOOLS	1,123.05	
023783	06/20/2019	001944	INFORMATION NETWORK SYSTEMS			231.65
	Invoice INV42694		05/31/2019	INK CARTIDGE	231.65	
023784	06/20/2019	003259	JOSH TRY			100.00
	Invoice Ladies Night 2019-2		06/20/2019	LADIES NIGHT MJ'S (LIVE MUSIC)	100.00	
023785	06/20/2019	002808	JULIA HAGGARTY			300.00
	Invoice Ladies Night 2019		06/20/2019	LADIES NIGHT MJ'S 2019	300.00	
023786	06/20/2019	003253	K & H ASPHALT SEALING AND STRIPING			4,746.00
	Invoice 9968		06/06/2019	ASPHALT REPAIR	4,746.00	
023787	06/20/2019	001119	K.L. ELECTRIC			631.29
	Invoice 12513		05/31/2019	WIRING FOR CRAFT SHOW	631.29	
023788	06/20/2019	003252	KOBBLER, JAY			960.50
	Invoice 001012		06/18/2019	BACONFEST	960.50	
023789	06/20/2019	001129	LANGFORD LUMBER			43.88
	Invoice MAY 2019		05/31/2019	SHOP SUPPLIES	43.88	
023790	06/20/2019	001913	LERNERS LLP			2,649.57
	Invoice 32326740		05/31/2019	INDUST. PARK	2,649.57	
023791	06/20/2019	002621	MAGUIRE, KELLY			1,469.00
	Invoice 80-1		05/31/2019	Property Maintenance	1,469.00	
023792	06/20/2019	003239	ML CONSULTING			12,649.95
	Invoice 118.19		06/07/2019	SALARY REVIEW	12,649.95	
023793	06/20/2019	002664	MONTEITH BROWN PLANNING CONSULTANTS			309.34
	Invoice 14202		06/15/2019	Parks/Recreation Master Plan	309.34	
023794	06/20/2019	003219	MTE OILS LTD			565.00
	Invoice 35465-10601		06/11/2019	SURVEY LUCAN ESTATES	565.00	
023795	06/20/2019	003254	MY HEATING & COOLING GUY			3,023.88
	Invoice 2391		06/04/2019	WATER HEATER	3,023.88	
023796	06/20/2019	001735	NEOPOST CANADA LTD			135.59
	Invoice 6211024		06/01/2019	POSTAGE MACHINE RENTAL	135.59	
023797	06/20/2019	001603	O'SHEA MIKE			27.00

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
	Invoice may 30/19		06/19/2019	WILDLIFE COURSE	27.00	
023798	06/20/2019	002929	OMI CANADA INC.			12,863.64
	Invoice 691130-03-04		06/10/2019	CONTRACTED SERVICES	12,863.64	
023799	06/20/2019	001843	ONTARIO CLEAN WATER AGENCY			15,850.93
	Invoice INV000113419		06/01/2019	LUCAN SEWER	12,846.00	
	Invoice IN000113554		04/30/2019	ADDITIONAL SERVICES	3,004.93	
023800	06/20/2019	003256	ONTARIO WATER WORKS ASSOCIATION			339.00
	Invoice 24526		05/31/2019	JOB POSTING	339.00	
023801	06/20/2019	003022	ORKIN CANADA CORPORATION			91.53
	Invoice IN-368006		06/10/2019	PEST CONTROL	91.53	
023802	06/20/2019	001640	PETTY CASH-ARENA			766.76
	Invoice JUNE 2019		06/20/2019	PETTY CASH REIMBURSMENT	766.76	
023803	06/20/2019	001195	PROMECHANICAL TRUCK REPAIRS			107.70
	Invoice 71842		06/13/2019	SERVICE	107.70	
023804	06/20/2019	002024	SHRED-IT INTERNATIONAL ULC			171.09
	Invoice 8100754358		06/07/2019	PAPER SHREDDING	171.09	
023805	06/20/2019	001628	SOUTHWOLD DIVERSIFIED LTD.			39,973.75
	Invoice 064872		02/28/2019	INDUSTRIAL PARK LIGHTING	39,973.75	
023806	06/20/2019	001372	SPRIET ASSOCIATES			106.79
	Invoice 219141		05/31/2019	SEVERANCE B-5-2018	106.79	
023807	06/20/2019	003257	STUBBE'S PRECAST COMMERCIAL LTD			1,130.00
	Invoice 2019000191		05/10/2019	PLANTERS	1,130.00	
023808	06/20/2019	002214	STUBBS COMMUNICATIONS			433.78
	Invoice 427309473		06/20/2019	SECURITY MONITORING	433.78	
023809	06/20/2019	002074	THE BUSINESS HELP CENTRE			1,500.00
	Invoice 2019 FEE		06/20/2019	COMMUNITY IMPROVEMENT	1,500.00	
023810	06/20/2019	002819	THE HOUND DOG MARKET			163.84
	Invoice 39805		05/29/2019	SIDEWALK REPAIR - GRASS SEED	163.84	
023811	06/20/2019	003258	THOMSON MAHONEY DELORY LLP			50.00
	Invoice 2190995		06/20/2019	REPAY TAX CERT AMOUNT	50.00	
023812	06/20/2019	001691	TRY RECYCLING INC.			1,921.16
	Invoice 175274		05/31/2019	BRUSH	963.27	
	Invoice 175546		05/31/2019	BRUSH	957.89	
023813	06/20/2019	001291	UPPER THAMES CONSERVATION AUTH			14,920.00
	Invoice IN0004636		03/01/2019	2019 ANNUAL LEVY	14,920.00	
023814	06/20/2019	002783	URQUHART, JOHN			864.91
	Invoice 85		05/07/2019	LIGHTS AND WIRING	864.91	
023815	06/20/2019	002960	WASTE CONNECTIONS OF CANADA INC.			1,085.63
	Invoice 7120-000078978		05/31/2019	MAINTENANCE	1,085.63	

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
023816	06/20/2019	003047	LIBRO CREDIT UNION			622.64
	Invoice June 2019		06/20/2019	RRSP SAVINGS	622.64	
023817	06/30/2019	001273	CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE			2,081.27
	Invoice #2 Quarter Levy 2019		06/30/2019	#2 Quarter Levy 2019	2,081.27	
023818	06/30/2019	001274	CONSEIL SCOLAIRE VIAMONDE			962.44
	Invoice #2 Quarter Levy 2019		06/30/2019	#2 Quarter Levy 2019	962.44	
023819	06/30/2019	001272	LONDON DISTRICT CATHOLIC SCHOOL BOARD			53,801.98
	Invoice #2 Quarter Levy 2019		06/30/2019	#2 Quarter Levy 2019	53,801.98	
023820	06/30/2019	001271	THAMES VALLEY DISTRICT SCHOOL			274,171.82
	Invoice #2 Quarter Levy 2019		06/30/2019	#2 Quarter Levy 2019	274,171.82	
023821	06/30/2019	001270	TREASURER, COUNTY OF MIDDLESEX			558,092.66
	Invoice #2 Quarter Levy 2019		06/30/2019	#2 Quarter Levy 2019	558,092.66	
023822	06/30/2019	003260	VFIS OF CANADA			2,537.00
	Invoice 2019 insurance		06/30/2019	2019 FIRE DEPARTMENT INSURANC	2,537.00	
023895	06/30/2019	001263	DILLON CONSULTING LIMITED			3,182.49
	Invoice 201588-1		06/20/2019	ENGINEERIG SERVICES	3,182.49	
023896	06/30/2019	003261	GW-EX INC.			165,761.60
	Invoice gw-ex may 30 draw		05/31/2019	MARLENE KLEINFELDT	35,295.46	
	Invoice gw-ex June 20 draw		06/30/2019	MARLENE KLEINFELDT	130,466.14	
023897	06/30/2019	003079	TONDA CONSTRUCTION LIMITED			18,652.68
	Invoice progrees draw 12		06/07/2019	PHASE 1 DAYCARE	18,652.68	
				Cheque Register Total -		1,255,083.51

Accounts Payable

ARENA BANK Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000526	06/30/2019	002443	HYDRO, ARENA 425990			5,708.12
	Invoice 0519-5990		05/31/2019	Hydro One 263 Main Arena	5,708.12	
000527	06/30/2019	002456	HYDRO, ARENA 889687			62.71
	Invoice 0619-9687		06/06/2019	Hydro One, 263 Main St. BLDG.	62.71	
000528	06/30/2019	002449	HYDRO, ARENA LIGHT 857734			37.14
	Invoice 0619-7734		06/06/2019	Hydro One, 263 Main St. Light	37.14	
000529	06/30/2019	002457	HYDRO, GRANTON PK 512579			55.67
	Invoice 0619-2579		06/06/2019	Hydro One, High St. Light 2	55.67	
000530	06/30/2019	002458	HYDRO, GRANTON PK. 201433			240.42
	Invoice 0619-1433		06/06/2019	Hydro One, High St. Light 1	240.42	
000531	06/30/2019	002435	HYDRO, MARKET PARK 117345			55.37
	Invoice 0619-7345		06/06/2019	Hydro One, Market St. Park	55.37	
000532	06/30/2019	002442	HYDRO, SPLASH PAD 018334			32.77
	Invoice 0619-8334		06/06/2019	Hydro One, Splash Pad	32.77	
000533	06/30/2019	002463	U. GAS ARENA 2022			458.71
	Invoice 0519-2022		05/31/2019	Heat - POOL, ARENA, LIONS SHED	458.71	
000534	06/30/2019	002563	U. GAS ARENA 2061			319.75
	Invoice 0519-2061		05/31/2019	Heat - MAIN HALL & DAYCARE	319.75	
000535	06/30/2019	002464	U. GAS SENIOR CTR 2137			49.64
	Invoice 0519-2137		05/31/2019	HEAT - SENIOR CENTRE	49.64	
				Cheque Register Total -		7,020.30

Accounts Payable

Invoices Paid Online - B.B. Fire Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee		Cheque Amount
000228	06/30/2019	002448	HYDRO, B.B. FIRE 173473		246.75
	Invoice 0619-3473		06/06/2019 Hydro One, B.B. Fire	246.75	
000229	06/30/2019	002429	QUADRO, BB FIRE 444		46.27
	Invoice 0619-10300444		06/06/2019 B.B. Fire Telephone	46.27	
			Cheque Register Total -		293.02

Accounts Payable

Invoices Paid Online - L.B. Fire Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee		Cheque Amount
000193	06/30/2019	002475	BELL L.B. FIRE 227-4913		96.24
	Invoice 0619-4913		06/04/2019 L.B. Fire Telephone	96.24	
000194	06/30/2019	002437	HYDRO, L.B. FIRE 326629		167.35
	Invoice 0619-6629		06/04/2019 Hydro One, L.B. Fire	167.35	
000195	06/30/2019	002465	U. GAS L.B. FIRE 1985		40.95
	Invoice 0519-1985		05/30/2019 Heat - L.B. Fire	40.95	
			Cheque Register Total -		304.54

Accounts Payable

Invoices Paid Online - Sewer Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
000433	06/30/2019	002477	BELL L. SEWER 227-1409			324.98
	Invoice 0619-1409		06/06/2019	Lucan Sewer Telephone	324.98	
000434	06/30/2019	002440	HYDRO, L. SEWER 232687			738.53
	Invoice 0519-2687		05/31/2019	Hydro One, Chestnut St. Pmp. S	738.53	
000435	06/30/2019	002444	HYDRO, L. SEWER 416752			8,749.11
	Invoice 0519-6752		05/31/2019	Hydro One, 6242 Fallon Dr.	8,749.11	
000436	06/30/2019	002567	HYDRO, L.S. 577325			949.88
	Invoice 0519-7325		05/31/2019	Hydro One 34195 Granton Line	949.88	
000437	06/30/2019	002568	HYDRO, L.S. PUMP 780419			45.48
	Invoice 0619-0419		06/06/2019	Hydro One, Joseph St. Pump	45.48	
000438	06/30/2019	002564	QUADRO, L. SEWER 555			301.61
	Invoice 0619-10304555		06/06/2019	Lucan Sewer Telephone	301.61	
				Cheque Register Total -		11,109.59

Accounts Payable

Invoices Paid Online - Water Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee		Cheque Amount
000231	06/30/2019	002476	BELL, LW BOOSTER STN 227-1017		222.43
	Invoice 0619-1017		06/01/2019 Water Booster Station Telephon	222.43	
000232	06/30/2019	002618	HYDRO, 34395 GRANTON LINE, LW		806.61
	Invoice 0519-6133		05/30/2019 Granton Water Supply	806.61	
000233	06/30/2019	002455	HYDRO, L.WATER 027813		3,038.99
	Invoice 0519-7813		05/30/2019 Hydro One, Water Booster Stn.	3,038.99	
000234	06/30/2019	002461	HYDRO, L.WATER 049957		35.41
	Invoice 0519-9957		05/30/2019 Hydro One, 4 Conc. Lot 30	35.41	
			Cheque Register Total -		4,103.44

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
001265	06/05/2019	002986	MASTERCARD - BB FIRE			3,299.35
	Invoice May 2019		05/31/2019	MASTERCARD PURCHASES	3,299.35	
001266	06/05/2019	002985	MASTERCARD - MUN. OFFICE			4,867.84
	Invoice May 2019		05/31/2019	MASTERCARD PURCHASES	4,867.84	
001267	06/05/2019	002987	MASTERCARD - PARKS & REC.			3,623.78
	Invoice May 2019		05/31/2019	MASTERCARD PURCHASES	3,623.78	
001295	06/30/2019	002478	BELL CONFERENCING			175.37
	Invoice 114071532		06/06/2019	Office Telephone	175.37	
001296	06/30/2019	002473	BELL L.SEWER 227-1393			68.79
	Invoice 0619-1393		06/06/2019	Nicoline Dev. Telephone	68.79	
001297	06/30/2019	002474	BELL PWB 227-1224			171.29
	Invoice 0619-1224		06/06/2019	P.W. Building Phone	171.29	
001298	06/30/2019	001028	BLUEWATER RECYCLING ASSOC			16,243.53
	Invoice 24254		04/30/2019	APRIL DISPOSAL	5,934.88	
	Invoice 87128		05/31/2019	YD WASTE LIFT	337.25	
	Invoice 87129		05/31/2019	YD WASTE LIFT	188.04	
	Invoice 24249		05/31/2019	MAY AUTOMATED	9,783.36	
001299	06/30/2019	002453	HYDRO, CROSSING LT. 315250			85.55
	Invoice 0519-5250		05/31/2019	Hydro One, Crossing Lights	85.55	
001300	06/30/2019	002439	HYDRO, MUSEUM 927124			245.89
	Invoice 0619-7124		06/06/2019	Hydro One, Museum	245.89	
001301	06/30/2019	002731	HYDRO, OFFICE/LIBRARY 2711			864.47
	Invoice 0519-2711		05/31/2019	Municipal Office/Library	864.47	
001302	06/30/2019	002566	HYDRO, PWB 210821			510.16
	Invoice 0619-0821		06/06/2019	Hydro One, Public Works Bldg.	510.16	
001303	06/30/2019	002436	HYDRO, SCOUT HALL 407254			169.31
	Invoice 0619-7254		06/06/2019	Hydro One, Scout Hall	169.31	
001304	06/30/2019	002570	HYDRO, ST. LIGHTS 116868			1,308.12
	Invoice 0519-6868		05/31/2019	Hydro One, Street Lights	1,308.12	
001305	06/30/2019	002569	HYDRO, ST. LIGHTS 538601			368.82
	Invoice 0519-8601		05/31/2019	Hydro One, 0 Watson St.	368.82	
001306	06/30/2019	002451	HYDRO, ST. LIGHTS 807958			112.17
	Invoice 0519-7958		05/31/2019	Hydro One, 1 Conc. Lot 25	112.17	
001307	06/30/2019	002441	HYDRO, WATER TOWER 493632			311.37
	Invoice 0619-3632		06/06/2019	Hydro One, Water Tower	311.37	
001308	06/30/2019	001168	MINISTER OF FINANCE			1,794.62
	Invoice May 2019		06/14/2019	MAY 2019 EHT REMITTANCE	1,794.62	
001309	06/30/2019	001735	NEOPOST CANADA LTD			5,000.00
	Invoice June 2019		06/06/2019	POSTAGE REFILL	5,000.00	
001310	06/30/2019	002702	QUADRO - MUN. OFFICE/PARKS&REC.			536.81

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

06/01/2019 thru 06/30/2019

Cheque Number	Cheque Date	Vendor Nbr	Payee			Cheque Amount
	Invoice 0619-10324606		06/06/2019	Mun. Office/Parks&Rec.	536.81	
001311	06/30/2019	001983	RWAM INSURANCE ADMINISTRATORS			6,858.45
	Invoice June 2019 Group		06/30/2019	GROUP PREMIUM	4,073.96	
	Invoice June 2019		06/30/2019	COST PLUS	2,784.49	
001312	06/30/2019	002691	U. GAS - OFFICE/LIBRARY 2145			253.51
	Invoice 0519-2145		05/31/2019	OFFICE/LIBRARY HEAT	253.51	
				Cheque Register Total -		46,869.20

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the special meeting minutes of June 27, 2019 and July 11, 2019; in-camera minutes of June 18, 2019 and July 9, 2019 and regular council meeting minutes of July 9, 2019 be approved as circulated/amended.

RESOLUTION CARRIED

_____
MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph approve the accounts, as listed identified below, as paid:

May 2019	$ 591,576.82
June 2019	$ 1,324,783.60
TOTAL	**$ 1,916,360.42**

RESOLUTION CARRIED

_____
MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council of the Township of Lucan Biddulph authorize Tina Merner to enrol in Unit 2 of the Municipal Administration Program offered through AMCTO for the Fall 2019 term at a registration cost of $446.35 (including HST).

RESOLUTION CARRIED

_____

MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council of the Township of Lucan Biddulph authorize Kathryn Langendyk and Rhonda Freiter to enrol in Unit 1 of the Municipal Accounting and Finance Program offered through AMCTO for the Fall 2019 term at a registration cost of $446.35 (including HST) per person.

RESOLUTION CARRIED

_____

MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED that the Township of Lucan Biddulph authorizes staff to accept the Tender from Lavis Contracting Co. Limited in the amount of $107,793.53 including HST for the supply of hot mix asphalt for the paving of the Biddulph Blanshard Fire Hall parking Lot and Beech Street from Duchess Avenue to Market Street.

RESOLUTION CARRIED

_____
MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council for the Township of Lucan Biddulph authorize staff to provide recreational space at the Lucan Memorial Community Centre to the Boys and Girls Club with full knowledge that rental fees will be based on registration with a maximum potential of $50/hr., $10 short of the current $60/hr fee. After each block of sessions staff will review attendance and viability of the programming with the Boys and Girls club coordinator.

RESOLUTION CARRIED

_____

MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph authorize Cathy Burghardt-Jesson, Lisa deBoer and Paul Smith to attend the 2019 Kraft Hockeyville event in Renous, NB from September 16th to September 19th and further that $1000 be allocated from the Kraft Hockeyville budget for the purposes of booking accommodations and miscellaneous expenses.

RESOLUTION CARRIED

_____
MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY:_____

SECONDED BY:_____

RESOLVED:
That if no one cares to speak to these By-laws on their First, Second and Third Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that they be numbered:

- 37-2019 Debenture Bylaw (daycare loan)
- 38-2019 Ridge Crossing site plan approval (townhouse development)
- 39-2019 Execution of Amending Agreement – 2219260 Ontario Inc (Ridge Crossing Phase 2)
- 40-2019 Dedication Bylaw (Blocks 105, 106, 107 and 108 Ridge Crossing)
- 41-2019 Part Lot Control Exemption Bylaw (Block 30 Olde Clover Village)
- 42-2019 Execution of Agreement (Van Engelen Temporary Use)
- 43-2019 Execution of Amending Agreement – Olde Clover Village
- 44-2019 Confirming Bylaw
- 203-2019 (ZBA-6-2019 Van Engelen Temporary Use)
- 204-2019 (ZBA-3-2019 2219260 Ontario Inc. - Ridge Crossing)
- 205-2019 (ZBA-1-2019 Martens)

RESOLUTION CARRIED

_____
MAYOR

TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION

DATE: August 13, 2019

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council meeting be adjourned at _____ p.m.

RESOLUTION CARRIED

_____

MAYOR

DEBENTURE BY-LAW – AMORTIZER – MONTHLY – STRAIGHT TO DEBENTURE

Single Tier

THE TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NUMBER 37-2019

A BY-LAW OF THE TOWNSHIP OF LUCAN BIDDULPH TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF $610,000.00 TOWARDS THE COST OF THE CHILD CARE FACILITY

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

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

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

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

AND WHEREAS the Municipality has submitted ("the **Application**") to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the aggregate principal amount of $610,000.00 dated September 3, 2019 and maturing on

September 3, 2029, and payable in monthly instalments of combined principal and interest on the third day of October 2019 and the third day of each month thereafter in each of the years 2019 to 2029, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Township Of Lucan Biddulph ENACTS AS FOLLOWS:

1. That for the Capital Works, the borrowing upon the credit of the Municipality at large of the aggregate principal amount of $610,000.00 and the issue of amortizing debentures therefor to be repaid in monthly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.

2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of $610,000.00 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.

3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of $610,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.

4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated September 3, 2019, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.22% per annum and mature during a period of 10 year(s) years from the date thereof payable monthly in arrears as described in this section. The Debentures shall be paid in full by September 3, 2029, and be payable in equal monthly instalments of combined principal and interest on the third day of October 2019 and the third day of each month thereafter in each of the years 2019 to 2029, both inclusive, save and except for the last instalment which

may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**).

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.

7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular monthly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

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

8. In each year in which a payment of equal monthly instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the

cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

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

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-

law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.

16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.

18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any

tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

By-law read a first and second time this 13th day of August, 2019

By-law read a third time and finally passed this 13th day of August, 2019

_____	_____
Cathy Burghardt-Jesson	Ron Reymer
Mayor	CAO/Clerk

The Township Of Lucan Biddulph

Schedule “A” to By-law Number 37-2019

(1)	(2)	(3)	(4)	(5)	(6)
By-law	**Project Description**	**Approved Amount to be Financed Through the Issue of Debentures**	**Amount of Debentures Previously Issued**	**Amount of Debentures to be Issued**	**Term of Years of Debentures**
37-2019	Child Care Facility	$610,000.00	$0.00	$610,000.00	10 years

Schedule "B" to By-law Number 37-2019

No. 37-2019 $610,000.00

C A N A D A
Province of Ontario
The Township Of Lucan Biddulph

FULLY REGISTERED Interest Rate 2.22% AMORTIZING DEBENTURE

The Township Of Lucan Biddulph (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (September 3, 2029), the principal amount of

Six Hundred Ten Thousand Dollars

---------- ($610,000.00) ----------

by equal monthly instalments of combined principal and interest on the third day of October 2019 and the third day of each month thereafter in each of the years 2019 to 2029, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in monthly payments from the closing date (September 3, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.22 %per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

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

This debenture is subject to the Conditions.

DATED at The Township Of Lucan Biddulph as at the 3rd day of September, 2019.

IN TESTIMONY WHEREOF and under the authority of By-law Number 37-2019 of the Municipality duly passed on the 13th day of August, 2019 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

.

Date of Registration: September 3, 2019

_____ (Seal) _____

Cathy Burghardt-Jesson, Mayor Kathryn Langendyk, Treasurer

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

Ontario Infrastructure and Lands Corporation

by: _____ by:_____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of $610,000.00 dated September 3, 2019 and maturing on September 3, 2029 payable in equal monthly instalments of combined principal and interest on the third day of October 2019 and the third day of each month thereafter in each of the years 2019 to 2029, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule “C” to the By-law.

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

September 3, 2019

Lerners LLP [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the "**Debentures**" and individually a "**Debenture**") are issuable as fully registered Debentures without coupons.

2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.

3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

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

Title

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

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.

7. The Municipality shall make all payments in respect of equal monthly instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on October 3, 2019 and ending on September 3, 2029 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.

8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.

9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular monthly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.

11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.

15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

16. If OILC elects to terminate its obligations under the rate offer letter agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, at OILC's discretion, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that OILC will incur as a result of the full repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of

such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

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

Governing Law

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

Definitions:

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

(b) "**Make-Whole Amount**" means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.

(c) "**Ontario Yield**" means the yield to maturity on the date of prepayment of the Debenture, assuming monthly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE TOWNSHIP OF LUCAN BIDDULPH

Schedule “C” to By-law Number 37-2019

[OILC Repayment Schedule to be Inserted]

LOAN AMORTIZATION SCHEDULE

Loan.....: 2144

Name.....: Lucan Biddulph, The Township Of

Principal: 610,000.00

Rate.....: 02.2200

Term.....: 120

Matures..: 09/03/2029

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/03/2019	5,673.13	4,544.63	1,128.50	605,455.37
2	11/03/2019	5,673.13	4,553.04	1,120.09	600,902.33
3	12/03/2019	5,673.13	4,561.46	1,111.67	596,340.87
4	01/03/2020	5,673.13	4,569.90	1,103.23	591,770.97
5	02/03/2020	5,673.13	4,578.35	1,094.78	587,192.62
6	03/03/2020	5,673.13	4,586.82	1,086.31	582,605.80
7	04/03/2020	5,673.13	4,595.31	1,077.82	578,010.49
8	05/03/2020	5,673.13	4,603.81	1,069.32	573,406.68
9	06/03/2020	5,673.13	4,612.33	1,060.80	568,794.35
10	07/03/2020	5,673.13	4,620.86	1,052.27	564,173.49
11	08/03/2020	5,673.13	4,629.41	1,043.72	559,544.08
12	09/03/2020	5,673.13	4,637.97	1,035.16	554,906.11

13	10/03/2020	5,673.13	4,646.55	1,026.58	550,259.56
14	11/03/2020	5,673.13	4,655.15	1,017.98	545,604.41
15	12/03/2020	5,673.13	4,663.76	1,009.37	540,940.65
16	01/03/2021	5,673.13	4,672.39	1,000.74	536,268.26
17	02/03/2021	5,673.13	4,681.03	992.10	531,587.23
18	03/03/2021	5,673.13	4,689.69	983.44	526,897.54
19	04/03/2021	5,673.13	4,698.37	974.76	522,199.17
20	05/03/2021	5,673.13	4,707.06	966.07	517,492.11
21	06/03/2021	5,673.13	4,715.77	957.36	512,776.34
22	07/03/2021	5,673.13	4,724.49	948.64	508,051.85
23	08/03/2021	5,673.13	4,733.23	939.90	503,318.62
24	09/03/2021	5,673.13	4,741.99	931.14	498,576.63
25	10/03/2021	5,673.13	4,750.76	922.37	493,825.87
26	11/03/2021	5,673.13	4,759.55	913.58	489,066.32
27	12/03/2021	5,673.13	4,768.36	904.77	484,297.96
28	01/03/2022	5,673.13	4,777.18	895.95	479,520.78
29	02/03/2022	5,673.13	4,786.02	887.11	474,734.76
30	03/03/2022	5,673.13	4,794.87	878.26	469,939.89
31	04/03/2022	5,673.13	4,803.74	869.39	465,136.15
32	05/03/2022	5,673.13	4,812.63	860.50	460,323.52
33	06/03/2022	5,673.13	4,821.53	851.60	455,501.99
34	07/03/2022	5,673.13	4,830.45	842.68	450,671.54
35	08/03/2022	5,673.13	4,839.39	833.74	445,832.15
36	09/03/2022	5,673.13	4,848.34	824.79	440,983.81
37	10/03/2022	5,673.13	4,857.31	815.82	436,126.50
38	11/03/2022	5,673.13	4,866.30	806.83	431,260.20

39	12/03/2022	5,673.13	4,875.30	797.83	426,384.90
40	01/03/2023	5,673.13	4,884.32	788.81	421,500.58
41	02/03/2023	5,673.13	4,893.35	779.78	416,607.23
42	03/03/2023	5,673.13	4,902.41	770.72	411,704.82
43	04/03/2023	5,673.13	4,911.48	761.65	406,793.34
44	05/03/2023	5,673.13	4,920.56	752.57	401,872.78
45	06/03/2023	5,673.13	4,929.67	743.46	396,943.11
46	07/03/2023	5,673.13	4,938.79	734.34	392,004.32
47	08/03/2023	5,673.13	4,947.92	725.21	387,056.40
48	09/03/2023	5,673.13	4,957.08	716.05	382,099.32
49	10/03/2023	5,673.13	4,966.25	706.88	377,133.07
50	11/03/2023	5,673.13	4,975.43	697.70	372,157.64
51	12/03/2023	5,673.13	4,984.64	688.49	367,173.00
52	01/03/2024	5,673.13	4,993.86	679.27	362,179.14
53	02/03/2024	5,673.13	5,003.10	670.03	357,176.04
54	03/03/2024	5,673.13	5,012.35	660.78	352,163.69
55	04/03/2024	5,673.13	5,021.63	651.50	347,142.06
56	05/03/2024	5,673.13	5,030.92	642.21	342,111.14
57	06/03/2024	5,673.13	5,040.22	632.91	337,070.92
58	07/03/2024	5,673.13	5,049.55	623.58	332,021.37
59	08/03/2024	5,673.13	5,058.89	614.24	326,962.48
60	09/03/2024	5,673.13	5,068.25	604.88	321,894.23
61	10/03/2024	5,673.13	5,077.63	595.50	316,816.60
62	11/03/2024	5,673.13	5,087.02	586.11	311,729.58
63	12/03/2024	5,673.13	5,096.43	576.70	306,633.15
64	01/03/2025	5,673.13	5,105.86	567.27	301,527.29

65	02/03/2025	5,673.13	5,115.30	557.83	296,411.99
66	03/03/2025	5,673.13	5,124.77	548.36	291,287.22
67	04/03/2025	5,673.13	5,134.25	538.88	286,152.97
68	05/03/2025	5,673.13	5,143.75	529.38	281,009.22
69	06/03/2025	5,673.13	5,153.26	519.87	275,855.96
70	07/03/2025	5,673.13	5,162.80	510.33	270,693.16
71	08/03/2025	5,673.13	5,172.35	500.78	265,520.81
72	09/03/2025	5,673.13	5,181.92	491.21	260,338.89
73	10/03/2025	5,673.13	5,191.50	481.63	255,147.39
74	11/03/2025	5,673.13	5,201.11	472.02	249,946.28
75	12/03/2025	5,673.13	5,210.73	462.40	244,735.55
76	01/03/2026	5,673.13	5,220.37	452.76	239,515.18
77	02/03/2026	5,673.13	5,230.03	443.10	234,285.15
78	03/03/2026	5,673.13	5,239.70	433.43	229,045.45
79	04/03/2026	5,673.13	5,249.40	423.73	223,796.05
80	05/03/2026	5,673.13	5,259.11	414.02	218,536.94
81	06/03/2026	5,673.13	5,268.84	404.29	213,268.10
82	07/03/2026	5,673.13	5,278.58	394.55	207,989.52
83	08/03/2026	5,673.13	5,288.35	384.78	202,701.17
84	09/03/2026	5,673.13	5,298.13	375.00	197,403.04
85	10/03/2026	5,673.13	5,307.93	365.20	192,095.11
86	11/03/2026	5,673.13	5,317.75	355.38	186,777.36
87	12/03/2026	5,673.13	5,327.59	345.54	181,449.77
88	01/03/2027	5,673.13	5,337.45	335.68	176,112.32
89	02/03/2027	5,673.13	5,347.32	325.81	170,765.00
90	03/03/2027	5,673.13	5,357.21	315.92	165,407.79

91	04/03/2027	5,673.13	5,367.13	306.00	160,040.66
92	05/03/2027	5,673.13	5,377.05	296.08	154,663.61
93	06/03/2027	5,673.13	5,387.00	286.13	149,276.61
94	07/03/2027	5,673.13	5,396.97	276.16	143,879.64
95	08/03/2027	5,673.13	5,406.95	266.18	138,472.69
96	09/03/2027	5,673.13	5,416.96	256.17	133,055.73
97	10/03/2027	5,673.13	5,426.98	246.15	127,628.75
98	11/03/2027	5,673.13	5,437.02	236.11	122,191.73
99	12/03/2027	5,673.13	5,447.08	226.05	116,744.65
100	01/03/2028	5,673.13	5,457.15	215.98	111,287.50
101	02/03/2028	5,673.13	5,467.25	205.88	105,820.25
102	03/03/2028	5,673.13	5,477.36	195.77	100,342.89
103	04/03/2028	5,673.13	5,487.50	185.63	94,855.39
104	05/03/2028	5,673.13	5,497.65	175.48	89,357.74
105	06/03/2028	5,673.13	5,507.82	165.31	83,849.92
106	07/03/2028	5,673.13	5,518.01	155.12	78,331.91
107	08/03/2028	5,673.13	5,528.22	144.91	72,803.69
108	09/03/2028	5,673.13	5,538.44	134.69	67,265.25
109	10/03/2028	5,673.13	5,548.69	124.44	61,716.56
110	11/03/2028	5,673.13	5,558.95	114.18	56,157.61
111	12/03/2028	5,673.13	5,569.24	103.89	50,588.37
112	01/03/2029	5,673.13	5,579.54	93.59	45,008.83
113	02/03/2029	5,673.13	5,589.86	83.27	39,418.97
114	03/03/2029	5,673.13	5,600.20	72.93	33,818.77
115	04/03/2029	5,673.13	5,610.57	62.56	28,208.20
116	05/03/2029	5,673.13	5,620.94	52.19	22,587.26

117	06/03/2029	5,673.13	5,631.34	41.79	16,955.92
118	07/03/2029	5,673.13	5,641.76	31.37	11,314.16
119	08/03/2029	5,673.13	5,652.20	20.93	5,661.96
120	09/03/2029	5,672.43	5,661.96	10.47	0.00

	680,774.90	610,000.00	70,774.90

Township of Lucan Biddulph

BY-LAW NO. 38-2019

A by-law authorizing the execution of a site plan agreement between 2219260 Ontario Inc. (hereinafter referred to as the "Owner") and the Township of Lucan Biddulph (hereinafter referred to as the "Township")

WHEREAS the Owner wishes to develop the land legally described in the attached Agreement as Schedule "A" (hereinafter called the "Land");

AND WHEREAS the Owner proposes to develop the land and has submitted for approval a series of plans showing: consulting engineer's drawings, landscaping plan, electrical layout, details and specifications, site plan, master servicing plan, grading plan, sanitary drainage plan, storm drainage areas, and Canada Post community boxes,

AND WHEREAS the Township is prepared to approve the Site Plan in the form of the attached Agreement upon the condition that the Owner enters into this Agreement;

AND WHEREAS provided that the Owner and the Township have entered into this Agreement, the Township may at that time issue a building permit subject to the approval of building plans and subject to the site plan being in full compliance with the Zoning By-law.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts as follows:

1. That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with the Owner.

2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto, and any other documents deemed necessary to carry out the intent of both parties.

3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

Read a FIRST, SECOND and THIRD time and FINALLY PASSED this 13th day of August, 2019.

_____ _____

MAYOR CLERK

SITE PLAN CONTROL AGREEMENT

BETWEEN:

2219260 ONTARIO INC.
(hereinafter referred to as the "Owner")

Party of the First Part

-AND-

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
(hereinafter referred to as the "Township")

Party of the Second Part

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(a) The Mortgagees consent to this Agreement and agree with the Township that this Agreement shall be an encumbrance which stands as a prior interest on the Lands in the same manner and to the same effect as if this Agreement had been dated, executed, and registered prior to the mortgage(s) held by the Mortgagees at the time of registration of this Agreement; and 4
(b) The parties agree that the Mortgagees, its successors, and assigns shall not be obligated to fulfil any of the positive covenants and obligations of this Agreement unless and until the Mortgagees enter into possession of the Lands. . 4
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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this_____day of August, 2019.

BETWEEN:

2219260 ONTARIO INC.

(Here and after referred to as the "Owner")

Party of the First Part

-AND-

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(Here and after referred to as the "Township")

Party of the Second Part

WHEREAS:

1. Whereas the Owner warrants that it is the registered owner of the lands legally described as set out in **Schedule "A"** to this Agreement (the "Lands");

2. And whereas the Lands were part of the real property that was the subject of a Subdivision Agreement dated March 26, 2018 which was registered as Instrument Number _____ on the _____ day of March, 2018 (the "Subdivision Agreement");

3. And whereas the Lands were part of real property that was subject to an Amended Subdivision Agreement dated the 17th day of August, 2018 which was registered as Instrument Number _____ on the ____ day of _____, 2018 (the "Subdivision Amending Agreement");

4. And whereas the Lands are in a site plan control area designated pursuant to the Township's By-Laws which is authorized under Section 41 of the Planning Act (Ontario), as amended (the "Act");

5. And whereas the Owner is proposing to install services, construct the Works, as defined herein, and construct townhomes on the Lands in accordance with this Agreement (the "Development");

6. And whereas the Township has recommended approval of the Owner's Site Plan Application subject to certain conditions including but not limited to the Owner entering into this Site Plan Control Agreement (the "Agreement");

7. And whereas Subsection 41(7) of the Act permits the entering into of this Agreement in order to secure the provision of the Works as hereinafter defined, facilities and other matters and the final Site Plans contemplated herein, including the maintenance of the Lands and the Works during and after construction of the Development;

8. And whereas Subsection 41(10) of the Act permits the registration of this Agreement against the Lands;

9. And whereas the Owner has voluntarily agreed to enter into this Agreement and to have this Agreement registered on title to the Lands at its sole expense;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth below:

PART I
DEFINITIONS AND SCHEDULES

1. Definitions

In addition to the words and terms defined in the Recitals to this Agreement or the body of this Agreement, the following capitalized words and terms shall have the corresponding meaning as set out below:

"**ABCA**" means the Ausable Bayfield Conservation Authority;

"Architect" has the same meaning as defined in the *Architects Act*, R.S.O. 1990, c. A. 26 and is qualified to design and supervise the construction of part of the Works and who is acceptable to the Township in its sole discretion;

"Building(s)" means all buildings contemplated within the Development, as noted in Section 4 of this Agreement;

"Building Permit" means a building permit issued by the Chief Building Official under the authority of the *Building Code Act, 1992,* S.O. 1992, c. 23 (the "*Building Code Act*");

"Chief Building Official" means the Township's Chief Building Official and includes his or her designate;

"Consulting Engineer" means an engineer licensed by the Professional Engineers Association of Ontario acceptable to the Township in its sole discretion who is qualified to design and supervise the completion of the Works and who will act as the agent of the Owner throughout the construction of the Development and who, prior the release of the securities required under this Agreement, will certify same to the Township;

"**Development**" shall have the meaning ascribed hereto in Section 4;

"Landscape Architect" means a person accredited as a landscape architect pursuant to the *Ontario Association of Landscape Architects Act*, 1984, (Ontario), as amended, and who is qualified to design and supervise the construction of part of the Works and who is acceptable to the Township in its sole discretion;

"Maintenance Period" means the period of time between the Consulting Engineer's certification of the Servicing Works or the Surface Works, as the case may be, and the release of financial securities held by the Township, as determined by the Township in order to allow settlement or other defects to become apparent;

"OPS" means Ontario Provincial Standards and Specifications for Roads and Public Works published by the Ministry of Transportation of Ontario;

"Owner" means **2219260 ONTARIO INC.** and includes any subsequent or registered owner(s), and their successors and assigns;

"Servicing Works" means any pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, castings, manholes, catch basins, valves, backflow preventors, drains, life safety equipment, electricity transformer(s), stormwater swales, storm water collection basins and related pump(s) and equipment and conduits, stormwater quality control devices, sump pumps, sump pump pits, weeping tiles and other conduits, telecommunication signal transmission and reception facilities and lines, water mains, water meters, water meter rooms, water meter chambers, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide, measure, regulate or transmit, power, communication facilities, electricity, water, fuel, stormwater and other drainage, sewage disposal and any other public utility, all more particularly described in the Schedules;

"**Surface Works**" includes but is not limited to items such as sidewalks, walkways, curbs, gutters, swales, ramps, stairs, driveways, trails, bike paths, parking lots, retaining walls, garbage and recycling enclosures, bollards, buffering, gates, handrails, fences, landscaping, lighting, transformer pads, topsoil, seed, trees, shrubs, plants, mulch and landscaping and any other constructed surfaces, all more particularly described in the Schedules;

"**Township**" means The Corporation of the Township of Lucan Biddulph and includes its officers, employees, servants, agents, subcontractors and contractors;

"Treasurer" means the Township's Treasurer and Chief Financial Officer and includes his or her designate;

"Works" means collectively the Buildings, the Servicing Works and the Surface Works.

2. Schedules

The following Schedules are attached hereto and form an integral part of this Agreement:

(a) **Schedule "A"**	being a description of the Lands affected by this Agreement;
(b) **Schedule "B"**	being a Solicitor's Certificate of Ownership of the Lands;
(c) **Schedule "C"**	being a listing of lands to be conveyed, dedicated or transferred to the Township, if applicable;
(d) **Schedule "D"**	being the Security and Letter of Credit calculations;
(e) **Schedule "E"**	being a schedule concerning the Reduction and Release of Security;
(f) **Schedule "F"**	being the Consulting Engineer's Drawings for the Removals and Photmetric Plan;
(g) **Schedule "G"**	being the Landscaping Plan;
(h) **Schedule "H"**	being the electrical layout;
(i) **Schedule "I"**	being the Details and Specifications for the Development;
(j) **Schedule "J"**	being the Site Plan or Final Site Plan;
(k) **Schedule "K"**	being the Master Servicing Plan;
(l) **Schedule "L"**	being the Grading Plan;
(m) **Schedule "M"**	being the Sanitary Drainage Plan;
(n) **Schedule "N"**	being the Storm Drainage Areas; and
(o) **Schedule "O"**	being the location of the Canada Post Community Mailboxes;

PART II
APPROVED SITE PLAN

3. Previous Subdivision Agreement

Except as amended by this Agreement, all terms and provisions of the Subdivision Agreement and the Subdivision Amending Agreement shall remain in full force and effect and be binding on the parties referred to herein.

4. Development

The Owner acknowledges that the Township's review and approval of the submitted plans and drawings comprising the Final Site Plans is on the basis of an application to the Township for the construction of the Works and the construction of townhomes and any other Buildings on the Lands consistent with the Application and all drawings that have been reviewed by the Township to this date (the "Development").

5. Conformity with Agreement

The Owner covenants and agrees that no material deviations or changes shall be made to the Final Site Plans and no work or construction shall take place contrary to this Agreement or those plans without the prior written approval of the Township, except as many changes as may be required by the Township, prior to issuance of the Building Permit(s) for the relevant parts of the Development in order that said plans and drawings shall comply with all relevant provisions of the building or zoning or other by-law or laws of the Township, and all regulations or laws of any other governmental body having jurisdiction.

6. Amendments to this Agreement, Approved Site Plan and Final Site Plans

No amendments shall be made to this Agreement or the Final Site Plans without the written consent of the Township.

7. Condition Precedent: Zoning

In the event that a minor variance, rezoning or an official plan amendment is required to permit the Development of the Lands in accordance with the Final Site Plans, this Agreement shall be conditional upon such approval(s) coming into force, failing which this Agreement shall be null and void and not binding upon any party to this Agreement.

PART III
ACKNOWLEDGEMENTS OF THE OWNER

8. The Owner acknowledges that the Development and the construction of the Works and the Development shall be completed and shall be subject to compliance with all By-Laws of the Township. The Owner acknowledges that the Development must be constructed in compliance with and must always comply with the By-Laws of the Township.

PART IV
GENERAL TERMS & CONDITIONS

9. Postponement of Mortgage(s)

(a) The Mortgagees consent to this Agreement and agree with the Township that this Agreement shall be an encumbrance which stands as a prior interest on the Lands in the same manner and to the same effect as if this Agreement had been dated, executed, and registered prior to the mortgage(s) held by the Mortgagees at the time of registration of this Agreement; and

(b) The parties agree that the Mortgagees, its successors, and assigns shall not be obligated to fulfil any of the positive covenants and obligations of this Agreement unless and until the Mortgagees enter into possession of the Lands.

10. Compliance with Building Code

The Owner acknowledges that compliance with all of the provisions of the *Building Code Act* and associated regulations (the "Code") is mandatory.

11. Building Permits

The Owner covenants and agrees that this Agreement shall constitute "other applicable law" pursuant to article 1.4.1.3 of the Code. Neither the Owner nor any person under his or her authority shall be entitled to the issuance of one or more Building Permits to construct the townhomes or any other buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands.

The Owner further agrees that, prior to the issuance of a Building Permit by the Township and in addition to his, her or its other obligations under this Agreement, the Owner must:

(a) submit and receive acceptance of all site plan, building elevations with approved exterior design finishes, sustainable design finishes, landscaping, functional engineering

drawings, complete engineering drawings or other plans and drawings required by this Agreement including any documentation, studies, specifications and reports that may accompany such plans and drawings in the form of final site plan approval;

(b) submit payment of all required fees and charges;

(c) provide to the Township the securities and letters of credit required under this Agreement;

(d) provide proof of any clearances required from the ABCA, the Ministry of the Environment and Climate Change, Hydro One, Union Gas, Canada Post and any other government body or agency having jurisdiction over the Development;

(e) receive approval of the Final Plans by the Township;

(f) pay all outstanding property taxes with respect to the Lands;

(g) transfer to the Township any lands required for highway widening, if applicable; and

(h) install all Works in accordance with the terms of this Agreement and the Urban Design Manual.

12. Construction Act

For any Works conducted within the Township's right-of-way or on other municipally owned lands the Owner covenants and agrees that it will hold back in his, her or its payments to any contractor who may construct services, facilities or Works, such amounts as may be required under the provisions of the *Construction Act* (Ontario), as amended (the "Construction Act"). The Owner shall indemnify and save completely harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, his, her or its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Township, the Owner shall take such steps as may be necessary to immediately vacate all liens registered upon municipal lands and lands containing municipal services.

13. Occupancy

(a) The Owner covenants and agrees not to permit occupancy of any Building(s) or part thereof for which Building Permits have been issued until all Works required under this Agreement are completed in accordance with the requirements of the Code, the applicable Township zoning by-law and any other Township by-laws, and that the internal water distribution and sanitary sewer collection have been tested and approved and are operating in accordance with the Final Site Plans. Nothing in this clause shall prevent occupancy where, due to seasonal factors, landscaping cannot be installed before occupancy.

(b) In addition to all else, to ensure compliance with this paragraph 15 and this Agreement, the Owner covenants and agrees that the Township, after reasonable prior written notice to the Owner and failure by the Owner to rectify the non-compliance in accordance with such notice, may draw upon any security the Owner has provided to the Township to complete any or all Works, the failure of which to complete may, in the opinion of the Chief Building Official, have the potential to negatively effect the health and safety of the occupants and or visitors to the Building(s) and or the Lands.

(c) In the event that the Building(s) or part thereof is occupied otherwise than in accordance with the provisions of this paragraph, the Owner covenants and agrees that the Township shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any Building or unit until such time as the terms of this Agreement have been fully complied with.

14. Entry by Township

The Township may, by its officers, employees, servants and agents, enter on the Lands or any part thereof as well as any Building(s) erected thereon to ensure that the construction and

installation of the Works complies with this Agreement, on-site inspections for site certification release, and the Final Site Plans relating engineering drawings and reports.

15. Emergency Entry

If, as a result of any work undertaken or not completed by the Owner, there exists in the opinion of the Chief Building Official in his or her sole discretion an emergency situation or circumstances which may give rise to an emergency situation which requires immediate attention, the Township, its authorized employees, contractors and agents, shall be entitled to enter upon the Lands and complete or repair such work at the sole expense of the Owner. The Township shall provide written or verbal notice to the Owner at the earliest possible opportunity.

16. Construction Inspection

The Owner shall provide advanced notification of the commencement of the various stages of construction of the Works to the Township's construction inspector to enable scheduling of on-site inspections. The Township shall have the right, during construction, to inspect the Works at any time and without notice.

The Owner agrees that if, in the opinion of the Township, the Development is not being constructed in accordance with the Final Site Plans, the engineering and landscape drawings approved and accepted by the Township, the contract documents, or with good engineering practice or by a contractor not approved by the Township in the case of the Servicing Works, the Township may direct the Consulting Engineer to stop all or any part of the construction until such time as the construction is carried out to the satisfaction of the Township in its sole discretion. The Owner shall undertake all corrective action required by the Township to bring the construction into conformity with this Agreement and the Final Site Plans.

The Owner agrees that the Township may request written records from the Consulting Engineer verifying his or her presence on the Lands during the completion of the Works, grading and other activities related to the inspection and certification of same. Should those records, in the opinion of the Township, not demonstrate or confirm satisfactory inspection by the Consulting Engineer, the Owner agrees that the Township may require that the Works be reconstructed in the presence of a Township Inspector. The Owner agrees to comply with every order or direction given by the Township during the course of construction, including, without limitation, the cessation of work or the carrying out of additional work in its sole discretion deems to be necessary to further the proper development of the Lands and to mitigate impacts of such development on other lands in the surrounding area.

Upon installation of the Works, the Owner agrees to deliver to the Township a certificate from the Consulting Engineer certifying that the Works have been installed in accordance with the accepted engineering drawings, contract documents, and good engineering practice and are substantially performed as defined in the *Construction Act*. The Owner agrees that the Works must be completed in their entirety as approved by the Township and that partially completed Works or Works that are deemed to be deficient by the Township must be corrected or completed prior to certification and the release of applicable securities and letter of credit. The Owner agrees to have the Consulting Engineer or Architect provide the Township with "as recorded" drawings of all Works completed on the Lands. Such drawings must be provided in a format acceptable to the Township prior to the release of applicable securities and the letter of credit provided under this Agreement. For Surface Works involving landscaping, the Owner agrees to have a qualified Landscape Architect inspect and certify the landscaping component of those Surface Works and provide a copy of such certification to the Township prior to the request for any letter of credit reduction or release.

17. Maintenance of the Lands during Construction

To ensure that the Development proceeds in accordance with the Final Site Plans, the Owner covenants and agrees that it shall:

i. take all of the necessary steps to prevent the raising of dust and the erosion of soil from the Lands onto adjacent lands or onto abutting roads during construction of the Development. Should such an incident(s) occur, the Owner

will take all necessary steps forthwith to correct said problems upon the direction of the Township;

ii. conduct, at a minimum and more frequently as conditions dictate, scraping of the roadway on a weekly basis and daily sweeping of the roadway using methods approved by the Township. Should the owner fail to conduct scraping and sweeping of the roadway to keep it clean and free of excessive dirt, mud, dust grit and other materials the Township may, without notice to the Owner, take the necessary action to clean up the roadway at the Owner's cost and the Owner agrees to forthwith pay the same upon demand to the Township. If the Owner does not pay the Township immediately upon written demand for such payment, it is agreed that any monies or securities deposited with the Township may be drawn upon by the Township to satisfy the required payment, and the Owner shall replace or increase said monies or securities to its original value within fifteen (15) business days of receiving notice of such draw or draws;

iii. be fully liable for all costs and any damages incurred as a result of the raising of dust or the erosion, spillage or tracking of soil or other debris from the Lands onto adjacent lands and municipal highways, and will indemnify the Township against any claim made as a result of such problems;

iv. regularly inspect the property for discarded waste material or items that may accumulate on the Lands. The Owner shall collect and dispose of said waste forthwith in an appropriate manner to the satisfaction of the Township, all to prevent unsightly conditions;

v. install erosion and silt control devices that incorporate measures to prevent the discharge of silt to waterways, open channels or Township storm sewers and highways. The Owner shall provide and regularly inspect and maintain these erosion and silt control measures to ensure their continued effectiveness throughout the construction period and until such time as hard surfacing or vegetative cover has stabilized the Lands or area under development. The Owner shall provide inspection reports to the Township upon request and the Owner shall immediately repair any deficiencies identified in the inspection reports or required by the Township in its sole discretion;

vi. manage any impacts resulting from the construction of the Works on any neighboring properties to the satisfaction of the Township in its discretion. The Owner acknowledges and agrees that it is solely responsible for such impacts notwithstanding any approval of the Township. The Owner shall fully indemnify and save harmless the Township from any liability resulting from such impacts; and

vii. maintain, at all times, unencumbered sight lines and travel routes to and from the Lands based on the approved plans and drawings.

18. Installation and Maintenance of the Servicing Works

The Owner shall construct and install all of the Servicing Works to the satisfaction of the Township in its sole discretion, in accordance with all Township specifications and in a good and competent manner. The Owner covenants and agrees that, once all of the Servicing Works have been completed to the satisfaction of the Township in its sole discretion, and in a good and workmanlike manner, it shall maintain the Servicing Works in that approved condition for a minimum period of one (1) year following the date of such written approval. In the event that any of the Servicing Works are not being maintained to the satisfaction of the Township, or if the Owner is otherwise in default of this Agreement, the Township may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement and may correct the default and draw on any financial the security provided under this Agreement to pay for such correction.

19. Installation and Maintenance of the Surface Works

The Owner shall construct and install all Surface Works, services and facilities to the satisfaction of the Township, in accordance with all Township specifications and in a good and competent manner. The Owner guarantees the workmanship and materials for the construction and installation of such Surface Works, services and facilities and to maintain same free of defects for a period of one (1) year from the date of certification of substantial completion. The Owner covenants and agrees that it will promptly and properly repair all defects in such Surface Works, services or facilities to the complete satisfaction of the Township in its sole discretion, failing which the Township may correct the default and draw on any financial security provided under this Agreement to pay for such correction.

The Owner acknowledges that any action taken by the Township or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the Surface Works, services or facilities herein required to be constructed or installed, during the guarantee and Maintenance Period is being done without prejudice to the Township's right to enforce the guarantee and maintenance provisions of this Agreement.

20. Maintaining the Portion of the Lands Not Being Developed

The Owner agrees that all undeveloped portions of the Lands that are not contemplated for immediate development and left vacant for a period greater than 90 days from the date of the Site Plan Approval, shall be graded, and seeded with a grass mixture acceptable to the Township or sodded, and to maintain and water all undeveloped portions of the Lands to ensure the health and longevity of the plants and grasses, to the Township's satisfaction. Furthermore if necessary, the Owner agrees that financial securities submitted for the Development may be used towards these improvements if not satisfactorily installed and maintained within a reasonable timeframe.

21. Engineering Design & Site Plan Approvals

The Owner covenants and shall retain the Consulting Engineer to prepare or oversee the design of grading, site and external servicing plans, photometric, noise and vibration reports, Township service connection designs, and storm water management reports that are to be submitted to the Township for his or her approval.

The Consulting Engineer shall be required to inspect and certify to the Township that the Works have been constructed in accordance with the Final Site Plans and related engineering drawings and reports, prior to the reduction of the letter of credit held for engineering-related Works. The certificate, or certificates, shall be in a format acceptable to the Township, who may, in its sole discretion, upon pre-qualification of such, require the use of other qualified professionals (e.g. Landscape Architect) for certain components of the design, inspection and certification process.

The Consulting Engineer shall ensure that the detailed engineering drawings for all of the Servicing Works and Surface Works required by this Agreement are completed in accordance with all applicable design requirements, including but not limited to the OPS and the Ministry of the Environment and Climate Change ("MOE") Requirements, such as:

- the MOE Stormwater Management Planning and Design Manual (2003);
- the MOE Design Guidelines for Sewage Works (2008) and;
- the MOE Design Guidelines for Drinking Water System ;

in addition to all requirements of the *Safe Drinking Water Act, 2002*, S.O. 2002, c.32, concerning water mains. The Owner further agrees that the engineering design will be conducted to the satisfaction of the Township in its sole discretion and shall be completed in accordance with all applicable law, regulations, standards, guidelines and best management practices including those identified in this Agreement.

The Consulting Engineer shall confirm to the Township that the complete engineering submission is in compliance with the Final Site Plans and related engineering drawings and reports. It is the Consulting Engineer's and Owner's responsibly to receive the necessary approvals if the engineering submission is not consistent with the said plans drawings and reports.

The Consulting Engineer shall complete all engineering designs. The Township reserves the right to refuse to accept engineering designs that are not consistent with municipal requirements or is not provided by the Consulting Engineer. The Owner agrees not to dispute or challenge the Township, its elected officials, employees, or agents in the exercise of this provision. The Owner shall be estopped from opposing such action on the part of the Township and shall reimburse the Township for all costs, including legal and consultants' fees, incurred as a result of the Owner resisting such action immediately upon receipt of a demand for payment of said costs. Should the Owner not immediately reimburse the Township for such costs the Owner agrees that the Township may recover such costs by drawing upon the letter of credit or any other financial security provided to the Township by the Owner under this Agreement.

The Owner agrees to use a qualified contractor, who has been identified to the Township in writing by the Owner, to undertake the Servicing Works. The Owner further agrees that it will not engage the services of a contractor that has not been approved by the Township and will not direct any contractor to commence the Servicing Works until all applicable Township and agency clearances have been obtained.

22. Garbage Collection

i. The Owner shall not permit any refuse, junk, debris or other material to be deposited on the lands, any adjoining lands or park lands in the area. Any such refuse, junk, debris, or other material will be removed from the lands at the sole expense of the Owner.

ii. The Owner shall, prior to construction of any part of the Development, design a waste management system for the collection, storage and disposal of waste and recyclable materials, and implement such a system and maintain same to the satisfaction of the Township in its sole discretion. No storage of garbage or other waste material shall be permitted on the Lands. Any waste storage facility shall be enclosed by walls or an opaque barrier of appropriate width, height and length to provide for commercial pickup at the Owner's cost as described on the Final Site Plans.

iii. The Owner agrees that where no outdoor facility is provided on site, to provide indoor recycling and garbage areas sufficient to meet the garbage and recycling needs and requirements of the use(s). Each Building within the Development shall have an individual waste management system installed by the Owner for the collection, storage and disposal of waste and recyclable materials which system shall be implemented and maintained to the satisfaction of the Township in its sole discretion.

iv. The Owner shall install pedestrian scale garbage receptacles on site at locations near the main entrances of existing and proposed buildings to the satisfaction of the Township in its sole discretion.

23. Utilities

i. The Owner shall be responsible for the relocation of any utilities and utility apparatus on the Lands and resulting from the development of the Lands, including but not limited to hydro, fibre optics, telephone, gas, cable and postal service, required as a result of the granting of such easements. The Owner shall indemnify and save harmless the Township from any liability whatsoever which may arise out of the relocation of such utilities and utility apparatus.

ii. Should the Township require any further easements following final Site Plan Approval, the Owner shall amend the Final Site Plans to the satisfaction of the Township of Planning Approvals and convey said easements to the Township or the appropriate authority free of charge and clear of all encumbrances.

24. Grading and Water Disposal

i. The Owner shall not permit the Lands to drain otherwise than into a properly installed drainage system to the satisfaction of the Township in its sole discretion and the grades and drainage facilities shall be designed and

constructed to implement and maintain an on-site storm water management system to limit storm run-off from the Lands to a predevelopment rate of flow. The Owner shall indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.

ii. The Owner shall obtain approval from MOE with regard to storm water management requirements, as applicable.

iii. The Owner shall implement and maintain, in perpetuity from the date of certification of substantial completion, an on-site storm water management system designed according to the policies and criteria of the Township and to indemnify and save harmless the Township from any liability which may arise out of the implementation or lack of maintenance of the storm water management system.

iv. The Owner shall implement and monitor on-site sediment and erosion control measures during construction of the Works to the satisfaction of the Township in its sole discretion and shall allow the Township and its agents access to the Lands in perpetuity to inspect roof drains, inlet control devices and storm water management facilities and systems.

v. The Owner shall construct the lot grading at his, her or its sole risk and expense in accordance with this Agreement and the Final Site Plans and related engineering drawings and reports to be relied on by the Township.

vi. The Owner shall supply the Township with a certificate from the Consulting Engineer stating that all grades and elevations as shown on the approved Grading Plan have been complied with. The Owner agrees that any securities required by this Agreement in accordance with Schedule "D" will not be released until the lot grading has been completed and the required lot-grading certificate has been provided to the satisfaction of the Township in its sole discretion.

25. Snow/Ice Removal

The Owner shall store snow based on the Final Site Plans. Any excess snow on site shall be removed by a private snow removal service at the cost of the Owner. It is the Owner's responsibility to ensure that snow storage locations are to be selected with the least impact to the environment and are to comply with any approved salt management plan. The Owner shall provide regular removal of snow and ice from the Lands and abutting Township sidewalks as applicable, and, if not removed off- site, shall provide sufficient snow storage areas on the Lands as set out in the Final Site Plans to the satisfaction of the Township in its sole discretion.

26. Fire Protection And Access

i. The Owner agrees that no Building Permit involving the use of combustible materials as determined by the Chief Building Official will be issued for any development of the Lands until fire hydrant services deemed necessary by the Chief Building Official, including all necessary valves, chambers and other appurtenances, have been approved and connected to existing facilities that are in operation and, in the opinion of the Chief Building Official, capable of providing adequate fire protection services. The Owner further agrees that private hydrants, must comply with the Township's specifications for water main construction and be installed, pressure and flow tested by the contractor and be accepted by the Chief Building Official prior to the issuance of a Building Permit involving combustibles.

ii. The Owner agrees that no Building Permit involving the use of combustible materials as determined by the Chief Building Official will be issued for any development of the Lands until base gravel has been placed for the full width of all internal fire routes and extended to an existing open and publicly maintained road to the satisfaction of the Township of Planning Approvals.

iii. The Owner agrees that, during construction of the Development, an access route shall be maintained to the Lands capable of supporting fire-fighting equipment, to the satisfaction of the Chief Building Official in his or her sole discretion. This access route shall be kept clear of all construction equipment, material and debris. The Owner shall also keep all fire hydrants accessible and operational.

iv. The Owner shall construct and maintain fire access roads complying with the requirements of the Code, and that, fire route signs shall be posted along the required fire department access route in accordance with Division B, Article 2.5.1.4 of the Ontario Regulation 213/07 (the "Fire Code") upon completion of the Development and in accordance with the Urban Design Manual and site plan standards of the Township.

v. The Owner agrees that all fire department connections shall remain clearly identified and remain unobstructed by construction, parking, landscaping, storage or any other means.

vi. The Owner agrees that they are responsible for maintaining all walkways from the existing Township sidewalk to the Lands to provide full access to the Lands by fire fighters (especially during winter months) in accordance with the Final Site Plans.

vii. The Owner shall display an adequate and clear unit number on the front of each unit in close proximity to the main entrance during construction and at other locations shown on the approved building elevations, and permanent unit numbering on the exterior front of each unit prior to the release of financial securities, to the satisfaction of the Chief Building Official in his or her discretion.

viii. The Owner shall display and maintain an adequate and clear full street address on all boundary property identification signage (abutting the respective address road) after completion of construction and prior to the release of financial securities, to the satisfaction of the Chief Building Official in his or her sole discretion.

ix. The Owner agrees that the storage and handling of all flammable and combustible liquids within the building(s) must be in full compliance with Part 4 of the Fire Code.

27. Provisions Respecting Township Owned Lands

The Owner shall be fully responsible, at his, her or its sole risk and expense, for:

i. any and all damage to existing Township owned property, including all Township boulevards, sidewalks, curbs and roads, and anything thereon that, in the opinion of the Township, was caused as a result of the construction of the Works. Any such damage shall be repaired to the satisfaction of the Township in its sole discretion. If the necessary repairs and restoration is not carried out by the Owner or not carried out to the satisfaction of the Township, the financial securities submitted for the Works in accordance with Schedule "D" may be applied by the Township toward any such required repair and or restoration;

ii. the capping off of all surplus existing Township services no longer required for the development of the Lands at its sole risk and expense; and

iii. the costs of removing and relocating any existing Township or other public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works, services and facilities required under this Agreement.

The Owner shall fully indemnify and save harmless the Township from any liability arising from damage caused to Township owned lands or to the capping of surplus Township services, and the removal and or relocation of any existing Township and other public services.

28. Sanitary and Storm Sewers

The Owner agrees to install, at his, her or its sole cost and to the satisfaction of the Township in its sole discretion, the necessary sewer works as contemplated in the Final Site Plans and the Works.

29. No Expansion of Services

The Owner agrees that the Works shall not be extended, expanded or connected to other lands in any way without the prior written approval of the Township.

30. Utilities and Telecommunications

The Owner shall verify the location of all existing and proposed utilities within the public right-of-way and will be required to pay all costs associated with the relocation of utilities as may be required. The Owner shall make satisfactory arrangements for the provision of permanent (and where necessary temporary) utility and telecommunications services for the Development, to the satisfaction of the Township. The Owner agrees to grant all necessary easements for utility and telecommunication services on the Lands to the applicable utilities and telecommunication service providers free of charge and clear of all encumbrances. The Owner shall provide for the underground installation of telecommunication, natural gas, and hydro services at the Lands.

31. Canada Post

The Township shall arrange for the installation of community mailboxes by Canada Post in the locations set out in Schedule "O".

PART V
FINANCIAL CONDITIONS, SECURITY AND INSURANCE

32. The Owner is responsible to cover the Township's costs in preparing and administering this Agreement, the Owner shall pay to the Township, prior to execution of this Agreement.

The Owner shall fully reimburse all legal fees and disbursements incurred by the Township relating to the drafting, negotiation, preparation, review and implementation of this Agreement, including, without limitation, the costs of conducting and reviewing title and corporate searches and all disbursements and taxes incurred in relation to such searches. The Owner shall provide such reimbursement to the Township within 90 days of a written demand by the Township for same. Any fees remaining unpaid under this provision shall be added to the tax roll of the Lands and collected in like manner as municipal taxes.

33. Letter of Credit

(a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and shall file with the Township, following execution of this Agreement and prior to undertaking any works on the Lands or related to the development of the Lands, the issuance of a Building Permit by the Township, an irrevocable standby letter of credit in the amount set out in Schedule "D". The letter of credit shall be in a form approved by the Township's Chief Financial Officer, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Township returns the letter of credit.

(b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out or remedy any work or matter required by or to comply with any clause of this Agreement, and the Owner fails to comply, within thirty (30) days of written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit to the extent necessary and enter onto the Lands and complete all outstanding Works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

(c) The Owner hereby acknowledges and agrees that the Township reserves the right to draw on and use the proceeds from the letter of credit to complete any work or matter

required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that in the event that the Township determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Township will not be obligated to reduce the letter of credit until such time as such work is satisfactorily completed or the Township has sufficient security to ensure that such work will be completed.

(d) Should the Township in its sole discretion determine that the amount of the letter of credit will not be sufficient to cover any increase in the cost of the Works or to meet any of the other responsibilities of the Owner under this Agreement, the Township may require that the Owner increase the amount of the letter of credit to the satisfaction of the Township. The Owner acknowledges and agrees that, should the Owner refuse to increase the letter of credit to the satisfaction of the Township in this circumstance, the Township shall be entitled to terminate this Agreement, revoke the Final Site Plans and the Building Permit(s) issued in connection with the Approved Site Plan, save and except any costs to the Township in regard to this Agreement shall be at the sole cost of the Owner.

(e) Wherever in this Agreement a letter of credit is required to be filed with the Township, the Owner may deposit with the Chief Financial Officer, a bank draft or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Township as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

(f) The Owner acknowledges that, should ownership of the Lands be transferred, the Township is not obligated to and will not return any letter of credit required under this Agreement until the new owner files with the Township, a substitute letter of credit or such other security as may be permitted in the required amounts.

(g) The said letter of credit shall be drawn on a Canadian Chartered Bank or other financial institution satisfactory to the Township's Chief Financial Officer, and shall contain an automatic renewal clause as follows:

> *"It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this letter of credit to be renewable for any additional period."*

(h) The said letter of credit shall be maintained until construction of all of the Works has been completed to the satisfaction of the Township in its sole discretion and has been certified by the Consulting Engineer, Landscape Architect and Architect, along with the deposit of as-recorded drawings with the Township.

(i) As the Works secured by the letter of credit progress as determined by the Township in its sole discretion, the amount of the letter of credit may be reduced in accordance with Schedule "E", provided that the Township shall hold a minimum fifteen percent (15%) of the original amount of the letter of credit for the purpose of guaranteeing materials and workmanship for a further Maintenance Period of at least one (1) year. This amount may be released when the one (1) year Maintenance Period has expired and the Township has received current certificates of completion from the Consulting Engineer, Landscape Architect and Architect, as applicable, attesting to the absence of defects in material and workmanship for the Works and that vegetation is in a healthy state.

(j) The said letter of credit shall secure the obligations of the Owner to satisfactorily complete all works required by this Agreement including without limitation, all on site Works, as well as any off site Works, or in the event of the discontinuance of the project, the restoration of the Lands to its pre-development condition, as well as the removal of all debris, waste, excavations, structures, construction materials, equipment or any other goods or materials not normally present on a greenfield lands.

34. Insurance

In advance of any works of any kind on municipally-owned lands, the Owner shall provide to the Township, prior to the commencement of construction, a general comprehensive liability insurance policy and certificate of insurance in an amount of not less than $5,000,000.00 (five million dollars) in a form satisfactory to the Treasurer, indemnifying the Township from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Owner. The policy shall contain a cross-liability clause naming the Township as a co-insured. The policy shall be maintained in full force and effect until the Works have been assumed by the Township. In the event that any renewal premium is not paid, the Township, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner shall pay the cost of such renewal or renewals within 30 (thirty) days of the account therefore being rendered by the Township. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits.

PART VI
ADMINISTRATION

35. Notice

(a) If any notice is required to be given by the Township to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

2219260 ONTARIO INC.
Attention:
Address:
420 York Street
London ON N6B 1R1

Email:
Phone contact:

or such other address of which the Owner has notified the Township, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

(b) If any notice is required to be given by the Owner to the Township with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Township of Lucan Biddulph
Attention: Chief Administrative Officer
Address:
270 Main Street, PO Box 190
Lucan ON N0M 2J0

or such other address of which the Township has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

36. Registration of Agreement

This Agreement shall run with the Land and the Owner covenants and agrees, at its own expense, to register this Agreement, together with all of its Schedules, upon title to the Lands and to provide a copy of the registration to the Township Solicitor. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Township and its lands and highways appurtenant and adjacent to the Lands.

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from the Mortgagees as may be deemed necessary by the Township to postpone and subordinate their interest in the Lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and

registered prior to the execution and registration of the document or documents giving to the Mortgagees its interest in the Lands.

37. Termination of Agreement

If the Development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, and more specifically if no installation of Servicing Works or Surface Works has occurred within that time, the Township may, at its sole option and on sixty (60) days notice to the Owner, declare this Agreement and respective Site Plan Approval, null and void and of no further force and effect. Any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be forfeited to the Township.

38. Interpretation of Agreement

(a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes including HST.

(b) References herein to any statute, regulation, by-law, policy, manual or any provision thereof includes amendments, revisions, re-enactments, consolidation and successor thereto.

(c) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

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

(e) The language contained in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against the Township on the grounds that it was the drafter of this Agreement nor shall any such principle of interpretation or construction be used to resolve any alleged ambiguity.

39. Waiver

The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.

40. Indemnities

Any indemnity provided by the Owner to the Township pursuant to the terms of this Agreement shall be made on a substantial indemnity basis and shall include all claims, demands, actions and loss, including any third party claims, made against the Township, its elected officials, employees and agents.

41. Extension of Time

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

42. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

43. Successors and Assigns

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

44. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed effective as if each Party had signed each of such counterparts.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

_____
Mayor

_____
Clerk

We have the authority to bind the Corporation

2219260 ONTARIO INC.

PER:_____
NAME:
POSITION:

PER:_____
NAME:
POSITION:

I/We have authority to bind the corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF LAND

Block 104 of Plan 33M-739.

SCHEDULE "B"
SOLICITOR'S CERTIFICATE OF OWNERSHIP

I, [Name of Solicitor], a Solicitor in Ontario, do hereby certify that **2219260 ONTARIO INC.** is the sole Owner in fee simple of all land described in Schedule "A" to the Site Plan Control Agreement herein referred to.

I further certify that I have conducted a full search of title of the Lands and that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

[list of encumbrances]

I further certify that **2219260 ONTARIO INC.** is the sole Owner in fee simple of all land to be conveyed to the Township pursuant to the said Site Plan Control Agreement. All easements, licenses or rights-of-way to be conveyed to the Township will be so conveyed with the consent of all mortgagees or other encumbrances.

This certificate is given by me to the Township for the purpose of having the said Township act in reliance on it in entering into this Site plan Control Agreement.

DATED at this day of , 2019.

TO:
The Corporation of the Township of Lucan Biddulph
Attn: Chief Administrative Officer

_____
Solicitor for the Owner

SCHEDULE "C"
LANDS TO BE CONVEYED TO THE TOWNSHIP (IF APPLICABLE)

1. Road and Highway Widening:
2. Public Transit Right of Way:
3. Easements:
4. Reserves:
5. Parkland Dedication:
6. Landscaping Blocks and Walkways:

SCHEDULE "D"
SECURITY/LETTER OF CREDIT

SECURED WORKS	AMOUNT
1. Portion of letter of credit to be provided by the Owner to ensure completion of the removals and roadwork required by this Agreement based on 50% of the estimated value of removal and roadwork works.	$169,842.63
2. Portion of letter of credit to be provided by the Owner to ensure completion of all sanitary sewers and appurtenances required by this Agreement based on 50% of the estimated value of those works.	$61,886.50
3. Portion of letter of credit to be provided by the Owner to ensure the completion of all storm sewers and appurtenances required by this Agreement based on 50% of the estimated value of those works.	$64,813.25
4. Portion of letter of credit to be provided by the Owner to ensure the completion of all watermains and appurtenances required by this Agreement based on 50% of the estimated value of those works.	$51,759.00
5. Portion of letter of credit to be provided by the Owner to ensure the completion of all electrical works required by this Agreement based on 50% of the estimated value of those works.	$36,349.50
6. Portion of letter of credit to be provided by the Owner to ensure the completion of all miscellaneous and provisional works required by this Agreement based on 50% of the estimated value of those works.	$50,375.00
6. Portion of letter of credit to be provided by the Owner to ensure the completion of all landscaping works required by this Agreement based on 50% of the estimated value of those works.	$9,767.50
7. Portion of letter of credit to be provided by the Owner representing the contingency allowance required by this Agreement based on 50% of the estimated fee.	$37,500
Applicable HST	$62,698.14
Total:	**$544,991.52**

REQUIRED LETTER OF CREDIT: **$544,991.52**

SUMMARY

PART A - Removals and Roadwork	$	339,685.25
PART B - Sanitary Sewers and Appurtenances	$	123,773.00
PART C - Storm Sewers and Appurtenances	$	129,626.50
PART D - Watermains and Appurtenances	$	103,518.00
PART E - Electrical	$	72,699.00
PART F - Miscellaneous and Provisional		100,750.00
PART G - Landscaping		19,535.00
Total Tender Price	**$**	**889,586.75**
Contingency Allowance	$	75,000.00
SUB-TOTAL - CONTRACT PRICE	**$**	**964,586.75**
Applicable H.S.T. rate of the Sub-Total	$	125,396.28
TOTAL CONTRACT PRICE	**$**	**1,089,983.03**

(carry to clause 3 Page FT-1)

ANTICIPATED START DATE _____

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'A' - REMOVALS AND ROADWORK

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
A1	408 SP	Adjust appurtenance to finished grade				
		a) MH's to surface asphalt	each	12	$400.00	$4,800.00
		b) Water valve to surface asphalt	each	3	$160.00	$480.00
		c) Catch basins	each	2	$400.00	$800.00
A2	206 SP	Earth Excavation, Grading	L.S.	100%	$125,000.00	$125,000.00
A3	314 SS	Supply, place, grade and compact select granular materials				
		a) Granular 'A'	tonne	696	$16.00	$11,136.00
		b) Granular 'B'	tonne	1898	$16.00	$30,368.00
A4	506 SP	Supply and place dust control				
		a) Calcium chloride	tonne	2	$1,500.00	$3,000.00
		b) Water	m^3	100	$20.00	$2,000.00
A5	310 SP	Supply, place and compact hot mix asphalt				
		a) HL3	tonne	212	$115.00	$24,380.00
		b) HL8	tonne	260	$120.00	$31,200.00
A6	310	Asphalt Price Adjustment	Allow.		$15,000.00	$15,000.00
A7	353 SS	Supply and install concrete curb and gutter (all types, including hand forming)				
		a) Mountable curb and gutter (OPSD 600.060)	m	485	$33.00	$16,005.00
A8	802 SS	Boulevard restoration				
		a) Place topsoil from stockpile (150mm)	m^2	4792	$8.00	$38,336.00
		b) Supply and place sod	m^2	4792	$5.50	$26,356.00
A9	310 SP	Supply and apply tack coat prior to surface asphalt	m^2	1963	$0.75	$1,472.25
A10	703	Ground Mounted Signs	each	3	$500.00	$1,500.00
A11		Supply and Install Terratrack 200W (full road	m^2	1963	$4.00	$7,852.00
TOTAL - PART 'A'			(Carry Forward to Page FT-16)			$339,685.25

Legend
Numeric Specification Reference - OPSS
SGC - Supplementary General Condition
SS - Standard Specification
SP - Special Provision

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'B' - SANITARY SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
B1	410 SS SP	Supply and install 200 mm dia. PVC Sanitary Sewer CSA B182.2 (SDR35)					
		a) SAMH 44 - SAMH 28 (Type 1 Bedding)	3.3	m	80.5	$170.00	$13,685.00
		b) SAMH 28 - SAMH 29 (Type 1 Bedding)	3.3	m	12	$170.00	$2,040.00
		c) SAMH 45 - SAMH 31 (Type 1 Bedding)	2.7	m	80	$170.00	$13,600.00
		d) SAMH 31 - SAMH 30 (Type 1 Bedding)	3.0	m	11.6	$170.00	$1,972.00
B2	407 SS	Supply and Install 1200 mm dia. Precast Maintenance Hole (including benching, frame and cover to base asphalt)					
		a) SAMH 28	3.3	each	1	$5,500.00	$5,500.00
		b) SAMH 29	3.3	each	1	$5,500.00	$5,500.00
		c) SAMH 30	3.0	each	1	$5,500.00	$5,500.00
		d) SAMH 31	3.0	each	1	$5,500.00	$5,500.00
B3	410 SS SP	Supply and install 125 mm dia PVC SDR 28 Sanitary PDC with Type 1 Bedding from main sewer to property line, including excavation, dewatering, sweeps, couplings, backfill, compaction and cap		each	53	$75.00	$3,975.00
B4	410 SS SP	Supply and Install PDC Connection at Sanitary Sewer a) 125 mm at 200 mm sewer		each	53	$1,100.00	$58,300.00
B5	410 SS	Supply and install 100 mm dia. PDC Cleanout		each	53	$120.00	$6,360.00
B6	409 SS	Video Inspection and Deflection Testing		m	184.1	$10.00	$1,841.00
TOTAL - PART 'B'			(Carry Forward to Page FT-16)				$123,773.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'C' - STORM SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
C2	410 SS SP	Supply and Install 300 mm dia. PVC Storm Sewer CSA 182.4 (ribbed)					
		a) STMH 13 - STMH 14 (Type 1 Bedding)	2.2	m	79.2	$150.00	$11,880.00
		b) STMH 48 - STMH 17 (Type 1 Bedding)	1.9	m	78.7	$150.00	$11,805.00
C3	410 SS SP	Supply and Install 250 mm dia. PVC Storm Sewer CSA 182.4 (ribbed)					
		a) STMH 14 - STMH 15 (Type 1 Bedding)		m	7.3	$190.00	$1,387.00
		b) STMH 17 - STMH 18 (Type 1 Bedding)		m	7.3	$190.00	$1,387.00
C7	405 407 SS SP	Supply and Install 1200 mm dia. Precast Catch Basin Maintenance Holes (including frame and cover and 6.0 m of 150 mm subdrain)					
		a) STMH 14	2.4	each	1	$5,500.00	$5,500.00
		b) STMH 15	2.3	each	1	$5,500.00	$5,500.00
		c) STMH 17	2.0	each	1	$5,500.00	$5,500.00
		d) STMH 18	2.0	each	1	$5,500.00	$5,500.00
C9	410 SS SP	Supply and install 150 mm dia PVC SDR 28 Storm PDC with Type 1 Bedding from main sewer to property line, including excavation, dewatering, sweeps, couplings, backfill, compaction and cap		each	53	$1,100.00	$58,300.00
C10	410 SS SP	Supply and Install PDC Connection at Storm Sewer					
		a) 150 mm at 300 mm sewer		each	46	$75.00	$3,450.00
		b) 150 mm at 250 mm sewer		each	6	$75.00	$450.00
		c) 150 mm at 525 mm sewer		each	1	$1,000.00	$1,000.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'C' - STORM SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
C11	410 SS	Supply and install 150 mm dia. PDC Cleanout		each	53	$120.00	$6,360.00
C14	405 407 SS SP	Supply and Install 600 x 600 mm Precast Concrete Catch Basin (including frame and grate and 6.0 m of 150 mm subdrain)		each	2	$2,500.00	$5,000.00
C16	410 SS	Supply and install PVC SDR 35 catchbasin leads CSA B182.2 a) 250 mm dia		m	45	$120.00	$5,400.00
C17	409	Video Inspection and Deflection Testing		m	172.5	$7.00	$1,207.50
TOTAL - PART 'C'				(Carry Forward to Page FT-16)			$129,626.50

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'D' - WATERMAIN AND APPURTENANCES

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
D1	441 442	Supply and install C900 CL150 PVC watermain				
		a) 150 mm dia., open cut	m	262.7	$140.00	$36,778.00
D2	441 442 SP	Hydrant sets with 150 mm storz connection (includes valves and ductile iron leads) as per OPSD 1105.010				
		a) from 150 mm dia. mainline	each	1	$6,000.00	$6,000.00
D3	441 442 SP	Supply and Install Valves (including boxes and rods)				
		a) 150 mm dia.	each	3	$1,800.00	$5,400.00
		b) 150 mm dia. (incld. Temp 50mm blow-off)	each	2	$2,300.00	$4,600.00
D4	441 442 SP	Supply and install Water Service Connection Pipe complete with tracer wire				
		a) 25 mm dia. PEX (open cut)	each	53	$60.00	$3,180.00
D5	441 442 SP	Supply and Install service connection, including saddle, main stop, curb stop with box, rod, adjustment to final grade				
		a) 25 mm dia.	each	53	$820.00	$43,460.00
D7	441	Testing, swabbing, chlorinate & disinfect watermain	L.S.	100%	$4,100.00	$4,100.00
TOTAL - PART 'D'			(Carry Forward to Page FT-16)			$103,518.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'E' - ELECTRICAL

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
E1	604	Low Voltage Cables, direct buried	m	322	$5.50	$1,771.00
E2	609 SP	Ground Wires	m	322	$4.00	$1,288.00
E3	609 SP	Ground Electrodes	each	4	$210.00	$840.00
E4		Aluminum Poles (Direct Buried)				
		a) 5.49m Aluminum Pole	each	8	$1,150.00	$9,200.00
E5		Lighting Luminaires and Bracket Assemblies				
		a) Post-Top Lumec Lighting 55W	each	8	$900.00	$7,200.00
E6		Handhole - pull box	each	2	$1,200.00	$2,400.00
E7	SP	Supply and Install Hydro Servicing including coordination of Phone/T.V. cable and gas installation	L.S.	100%	$50,000.00	$50,000.00
TOTAL - PART 'E'		(Carry Forward to Page FT-16)				

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'F' - MISCELLANEOUS AND PROVISIONAL

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
F1	GC SGC	Bonding and insurances	L.S.	100%	$30,000.00	$30,000.00
F2	GC	Mobilization and demobilization	L.S.	100%	$5,000.00	$5,000.00
F3	GC SP	Contract administrator's site office	L.S.	100%	$2,500.00	$2,500.00
F4	314 SP	Removal and disposal of unsuitable material below road subgrade and replacement with imported granular 'C' backfill (PROVISIONAL)	tonne	100	$15.00	$1,500.00
F5	314 SP	Removal and disposal of unsuitable trench foundation and replacement with imported granular 'C' backfill (PROVISIONAL)	tonne	50	$19.00	$950.00
F6	805 SP	Sediment and erosion control	L.S.	100%	$1,500.00	$1,500.00
F7	805	Supply and Install Light Duty Silt Fence as per OPSD 219.110	m	300	$8.00	$2,400.00
F8		Supply and 1.80m High Solid Board Fence	m	116	$120.00	$13,920.00
F9		Supply and install Wrought Iron Fence (See Detail)	m	101	$250.00	$25,250.00
F10		Supply and install chain link fence	m	121	$130.00	$15,730.00
F11	SP	Prunning of medium to large size trees as required	hour	10	$200.00	$2,000.00
TOTAL - PART 'F'			(Carry Forward to Page FT-16)			$100,750.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'G' - LANDSCAPING

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
G1		Serviceberry		6	$625.00	$3,750.00
G2		Red Sunset Maple		6	$615.00	$3,690.00
G3		Flowering Dogwood		2	$450.00	$900.00
G4		Honeylocust		3	$575.00	$1,725.00
G5		Common Chokecherry		5	$525.00	$2,625.00
G6		Ivory Silk Lilac		1	$590.00	$590.00
G7		Larix Laricina		6	$465.00	$2,790.00
G8		Cornus sericea		18	$45.00	$810.00
G9		Diervilla lonicera		16	$45.00	$720.00
G10		Elaeagnus commutata		9	$45.00	$405.00
G11		Rhus typhina		10	$45.00	$450.00
G12		Schizachyrum scoparium 'Prarie Blues'		18	$20.00	$360.00
G13		Festuca glauca 'Pepindale Blue'		18	$20.00	$360.00
G14		Phalaris arundinacea		18	$20.00	$360.00
TOTAL - PART 'G'			(Carry Forward to Page FT-16)			$19,535.00

SCHEDULE "E"
REDUCTION OR RELEASE OF SECURITY

1.) Application for reduction of letter of credit or cash deposit

Prior to the reduction of any security held by the Township for the Works, facilities and matters set out in this Agreement, the Owner must supply the Township with the following documentation as available:

i. letter requesting a reduction; and

ii. as-recorded drawings prior to any release beyond 80% (eighty percent) of the value of the performance securities being the letter of credit or cash deposit as the case may be.

2.) Application for full release of letter of credit or cash deposit

For the full release of securities all certificates of completion as required by this Agreement confirming that all Works have been constructed and installed in accordance with approved plans and drawings must be provided to the Township and the one (1) Maintenance Period has elapsed. The calendar date of the commencement of the one (1) year Maintenance Period will be determined at the sole discretion of the Township. The date of the commencement of the one (1) year Maintenance Period will only be established by the Township when:

i) a letter of request is received by the Owner;

ii) the Township has inspected the Lands;

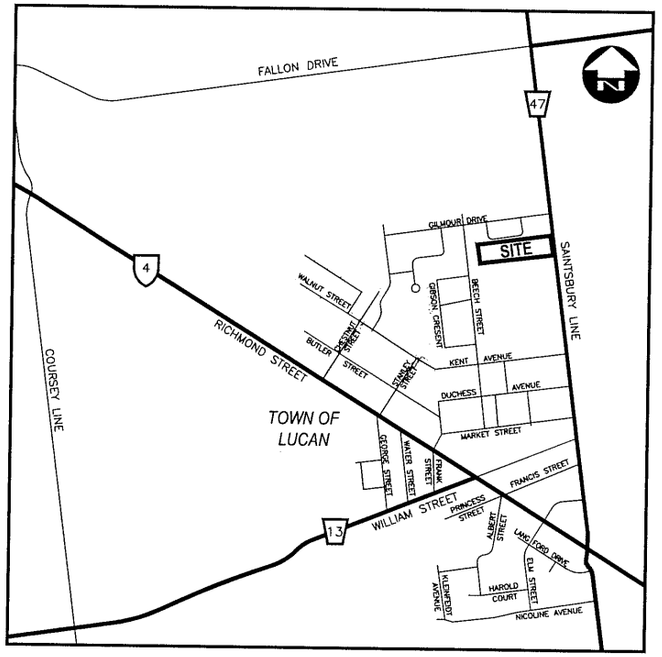
iii) any deficiencies or deviations with respect to the approved plans and drawings are corrected; and,

iv) all certificates of completion are provided.

SCHEDULE "F"
CONSULTING ENGINEER'S DRAWINGS

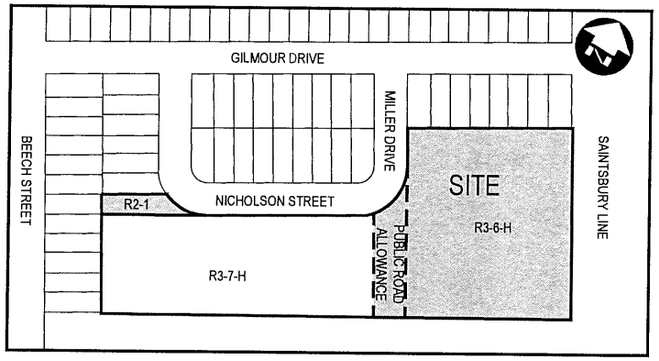
August 13, 2019

RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES
PHASE 1
TOWNSHIP OF LUCAN BIDDULPH



VICINITY PLAN
NTS

DRAWING INDEX	
DWG.	DRAWING TITLE
	CIVIL
1	SITE PLAN
2	MASTER SERVICING PLAN
3	MILLER DRIVE EXTENSION PLAN & PROFILE
4	REMOVALS
5	GRADING PLAN
6	SANITARY DRAINAGE PLAN
7	STORM DRAINAGE PLAN
8	DETAILS I
9	DETAILS II
	LANDSCAPING
L1	LANDSCAPING PLAN
L2	LANDSCAPING DETAILS
	ELECTRICAL
SE1	PHOTOMETRIC PLAN
SE2	ELECTRICAL LAYOUT
D1	DETAILS & SPECIFICATIONS



LOCATION PLAN
NTS

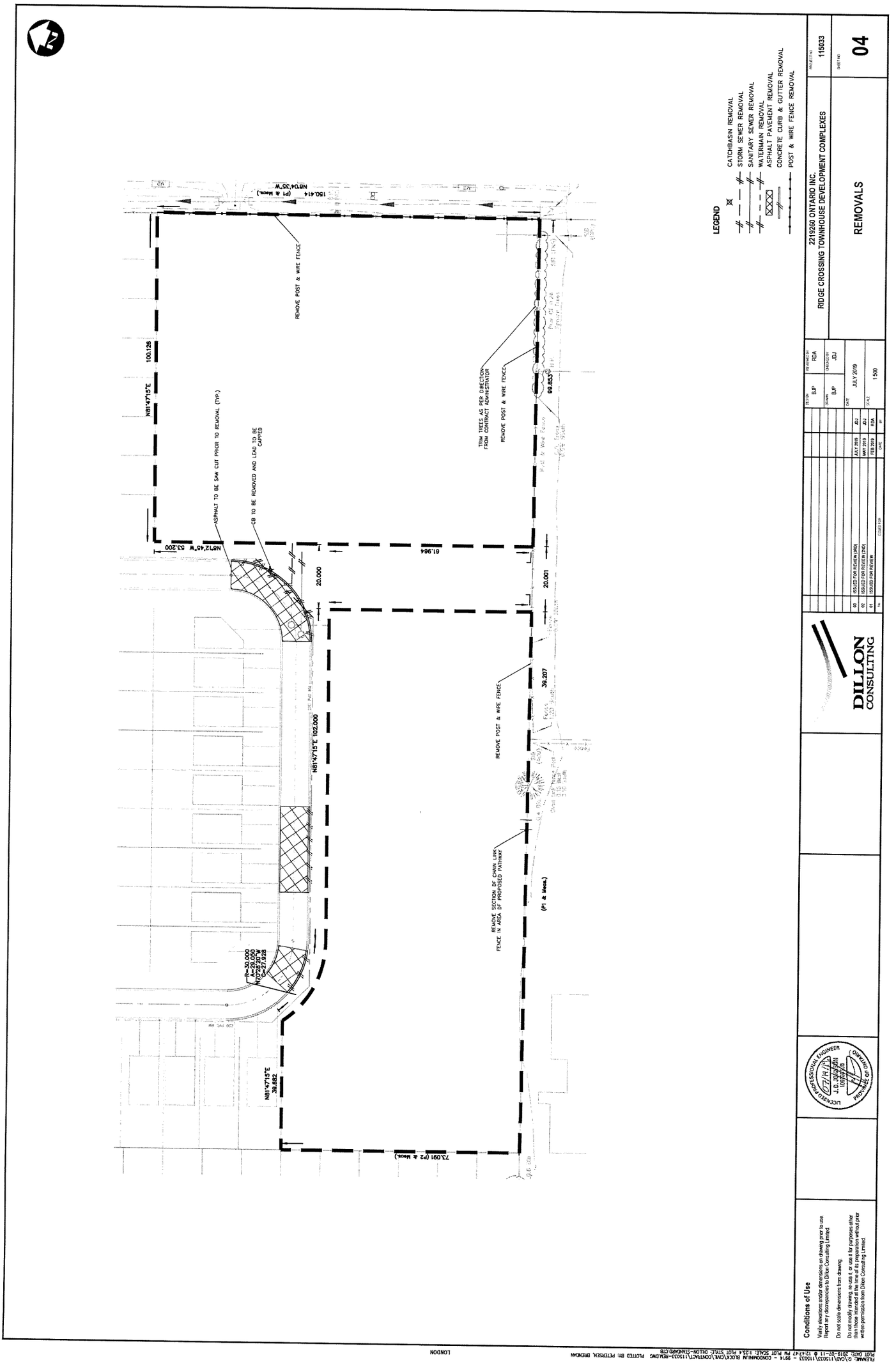
PROJECT: 115033
DATE: JULY 2019

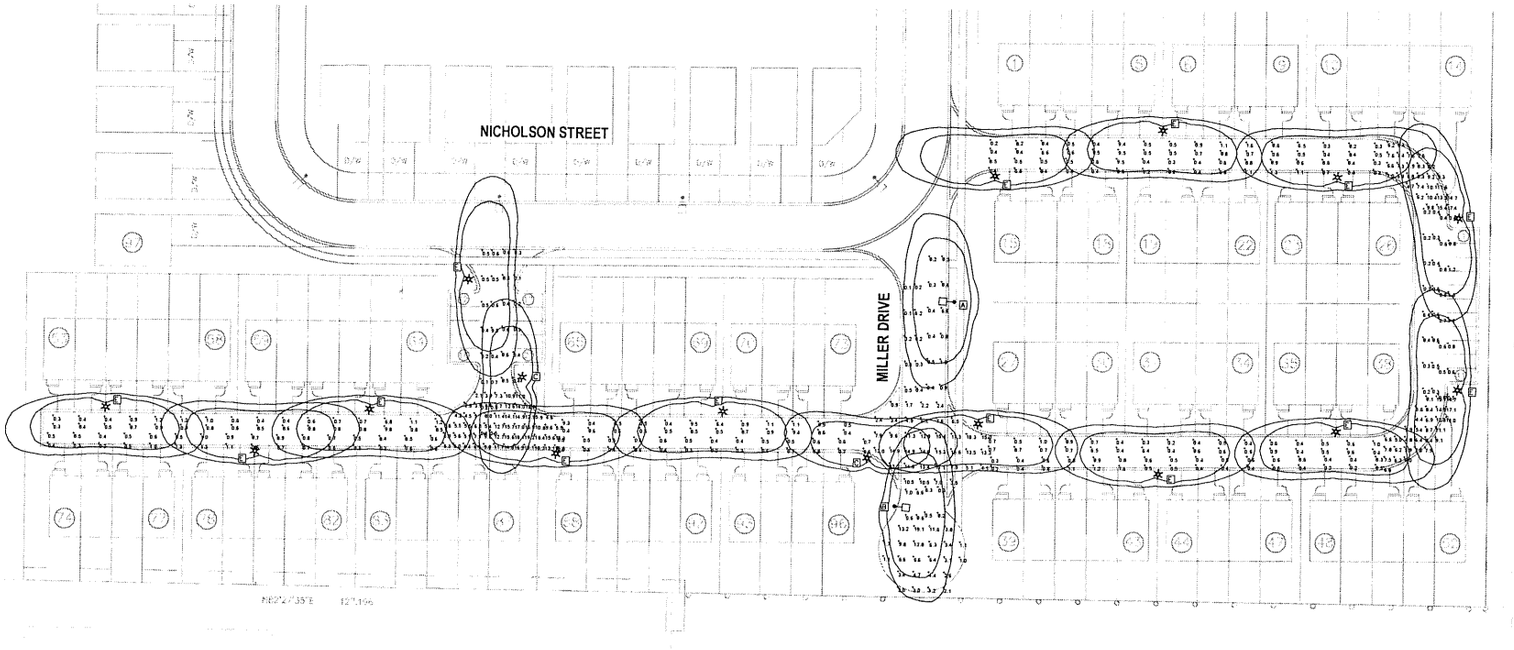
DILLON CONSULTING

BENCHMARKS				
ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	4782852.570	467504.441	302.404	TOP OF SPINDLE OF FIRE HYDRANT
2	4782565.778	467038.077	301.228	TOP OF SPIKE IN FACE OF HYDRO POLE

2219260 ONTARIO INC.

Page 36 of 62


LEGEND
CATCHBASIN REMOVAL
STORM SEWER REMOVAL
SANITARY SEWER REMOVAL
WATERMAIN REMOVAL
ASPHALT PAVEMENT REMOVAL
CONCRETE CURB & GUTTER REMOVAL
POST & WIRE FENCE REMOVAL
REMOVE POST & WIRE FENCE
ASPHALT TO BE SAW CUT PRIOR TO REMOVAL (TYP.)
CB TO BE REMOVED AND LEAD TO BE CAPPED
TRIM TREES AS PER DIRECTION FROM CONTRACT ADMINISTRATOR
REMOVE POST & WIRE FENCE
REMOVE POST & WIRE FENCE
REMOVE SECTION OF CHAIN LINK FENCE IN AREA OF PROPOSED PATHWAY
N81°47'15"E 100.126
N81°47'15"E 102.000
N81°47'15"E 30.852
N12°45'W 53.200
150.414 (P1 & Meas.)
61.964
20.000
20.001
39.207
99.853
73.091 (P2 & Meas.)
(P1 & Meas.)
R=30.000
A=46.850
R=27.928
2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES
REMOVALS
115033
04
DILLON CONSULTING
ISSUED FOR REVIEW (3RD) JULY 2019 JDJ
ISSUED FOR REVIEW (2ND) MAY 2019 JDJ
ISSUED FOR REVIEW FEB 2019 RDA
JULY 2019
1:500
Conditions of Use
Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing in hard or soft copies for purposes other than those intended by the author without prior written permission from Dillon Consulting Limited.
LONDON
PLOT DATE: 2019-07-11 @ 12:47:47 PM PLOT SCALE: 1:254 PLOT STYLE: DILLON-STANDARD.CTB PLOTTED BY: PETERSEN, BRENDAN
FILENAME: c:\CAD\115033\115033 - 9914 - CONDOMINIUM BLOCK\CIVIL\CONTRACT\115033-REMOVALS.DWG



Calculation Summary					
Label	CalcType	Units	Avg	Avg/Min	LVRatio
Int - Street B x Street C	Illuminance	Lux	10.18	4.85	N.A.
Int - Street C x Street A	Illuminance	Lux	9.78	10.87	N.A.
Miller Drive _W_Luminance	Luminance	Cd/Sq.m	0.39	3.90	N.A.
Miller Drive _W_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.00
Miller Drive cul-de-sac	Illuminance	Lux	5.66	5.66	N.A.
Miller Drive E_Luminance	Luminance	Cd/Sq.m	0.47	2.35	N.A.
Miller Drive E_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.21
Street A N	Illuminance	Lux	8.93	1.90	N.A.
Street A S	Illuminance	Lux	8.30	2.86	N.A.
Street A_N_1_Luminance	Luminance	Cd/Sq.m	0.53	2.65	N.A.
Street A_N_1_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.19
Street A_N_Luminance	Luminance	Cd/Sq.m	0.55	2.75	N.A.
Street A_N_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.36
Street A_S_1_Luminance	Luminance	Cd/Sq.m	0.58	2.90	N.A.
Street A_S_1_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.34
Street A_S_Luminance	Luminance	Cd/Sq.m	0.54	2.70	N.A.
Street A_S_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.19
Street A_W_1_Luminance	Luminance	Cd/Sq.m	0.36	1.80	N.A.
Street A_W_1_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.00
Street A_W_Luminance	Luminance	Cd/Sq.m	0.73	1.83	N.A.
Street A_W_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.00
Street B E_Luminance	Luminance	Cd/Sq.m	0.39	3.90	N.A.
Street B E_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.00
Street B W_Luminance	Luminance	Cd/Sq.m	0.43	4.30	N.A.
Street B W_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.00
Street C_1_Luminance	Luminance	Cd/Sq.m	0.67	2.23	N.A.
Street C_1_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.30
Street C_Luminance	Luminance	Cd/Sq.m	0.59	2.95	N.A.
Street C_Veil_Lum	Veiling Luminance	Cd/Sq.m	N.A.	N.A.	0.34

Luminaire Schedule										
Symbol	Qty	LLF	Arm	Lum. Watts	Filename	Tag	IES Class	BUG Rating	[TEST]	[MANUFAC]
A	1	0.800	0.76	34.7	NXT-24S-450mA-2ES-4000K.ies	Proposed	Type II	B1-U0-G1	ITL85753	LED ROADWAY LIGHTING LTD.
B	1	0.800	2.4	34.7	NXT-24S-450mA-2ES-4000K.ies	Proposed	Type II	B1-U0-G1	ITL85753	LED ROADWAY LIGHTING LTD.
C	2	0.800	0	35	MPTC-35W32LED4K-R-LE2-HS (LRP0798Am).IES	Proposed	Type II	B0-U0-G1	LRP0798A	LUMEC
	4	0.800	0.76	34.7	NXT-24S-450mA-2ES-4000K.ies	Existing	Type II	B1-U0-G1	ITL85753	LED ROADWAY LIGHTING LTD.
E	14	0.800	0	52	MPTC-55W32LED4K-R-LE2-HS (LRP0798Am).IES	Proposed	Type II	B1-U0-G1	LRP0798A	LUMEC

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

LICENSED PROFESSIONAL ENGINEER A. ABRAMOV 100141727 2019.07.23 PROVINCE OF ONTARIO

DILLON CONSULTING

No	ISSUED FOR	DATE	BY
01	ISSUED FOR REVIEW	DEC 2018	DRV

DESIGN AA | REVIEWED BY DRV
DRAWN AA | CHECKED BY DRV
DATE DECEMBER 2018
SCALE 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO 115033

PHOTOMETRIC PLAN

SHEET NO SE1

FILENAME: G:\CAD\115033\115033 - 8914 - CONDOMINIUM BLOCK CIVIL\CONTRACT\115033-04-ELL-ASE (3).DWG PLOTTED BY: BOUREAU, CAMERON
PLOT DATE: 2019-07-16 @ 12:52:40 PM PLOT SCALE: 125.4 PLOT STYLE: CITY OF LONDON - COLOR.PCTB LAYOUT: SE1 - PHOTOMETRIC PLAN
Reference Files: 115033-SITE - Architectural Site.dwg, 115033-ELL-ASE (2).dwg

LONDON

SCHEDULE "G"
LANDSCAPING PLAN

August 13, 2019

GENERAL LANDSCAPING NOTES:

1. THESE DRAWINGS ARE THE PROPERTY OF THE LANDSCAPE ARCHITECT AS AN INSTRUMENT OF SERVICE. THEY MAY NOT BE REPRODUCED WITHOUT PRIOR WRITTEN CONSENT AND MUST BE RETURNED UPON REQUEST.
2. THESE DRAWINGS FORM PART OF A SET AND MAY NOT BE SEPARATED. THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS IN THE SET AND ALL SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS
3. ANY AMBIGUITY IN THE DRAWINGS, SPECIFICATIONS OR DETAILS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT FOR DIRECTION. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED AND SIGNED BY THE LANDSCAPE ARCHITECT. CONTRACTOR IS NOT TO PROCEED IN UNCERTAINTY.
4. CONTRACTOR TO VISIT THE SITE TO CONFIRM ALL SITE CONDITIONS PRIOR TO SUBMITTING BIDS. DISCREPANCIES TO BE REPORTED TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
5. LIMITS OF WORK TO BE CLEARLY UNDERSTOOD BY THE CONTRACTOR PRIOR TO ANY WORK TAKING PLACE ON THE SITE. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT FOR DIRECTION IF CLARIFICATION IS REQUIRED.
6. CONTRACTOR TO LOCATE AND STAKE ALL UTILITIES PRIOR TO ANY EXCAVATION WORK OR PLANTING ON THE SITE. DO NOT PLANT DIRECTLY ABOVE UNDERGROUND UTILITIES.
7. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING SITE FEATURES UNLESS SPECIFIED FOR REMOVAL/DEMOLITION. THIS INCLUDES ALL SURVEY BARS, STAKES, MONUMENTS AND SEDIMENT BARRIERS. MAKE GOOD ANY DAMAGE.
8. DRAWINGS MAYBE SEALED FOR APPROXIMATE LAYOUT. ALL MEASUREMENTS ARE METRIC. LAYOUT OF PLANT MATERIALS TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
9. CONTRACTOR SHALL SUPPLY ALL MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE WORK SHOWN ON THESE DRAWINGS. ANY DISCREPANCIES BETWEEN QUANTITIES SHOWN AND THE PLAN LIST SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT FOR DIRECTION.
10. UPON COMPLETION OF WORK EACH DAY, REMOVE ALL DEBRIS, GARBAGE AND SURPLUS MATERIAL FROM THE SITE. KEEP THE SITE CLEAN AND USEABLE AT ALL TIMES.
11. ALL WORKMANSHIP AND MATERIALS TO BE GUARANTEED FOR TWO FULL YEARS FOLLOWING FINAL COMPLETION OF THE PROJECT. ALL WORKMANSHIP TO THE STANDARDS OF THE ONTARIO LANDSCAPE CONTRACTORS ASSOCIATION.
12. AT THE TIME OF THE FINAL INSPECTION ALL PLANTS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, PLANTED IN FULL ACCORDANCE WITH DRAWINGS AND CONDITIONS.
13. UTILITY LOCATION ARE CONCEPTUAL AND SHOULD BE CONFIRMED ON SITE PRIOR TO ANY PLANTING. CONTRACTOR IS TO ENSURE ALL TREE LOCATIONS CONFORM WITH THE MINIMUM TREE PLANTING DISTANCES LISTED ON THE DRAWING.

SOD NOTES:

1. SOD ALL AREAS SHOWN ON DRAWINGS. SOD TO BE CERTIFIED NO. 1 GRADE TURF GRASS, FRESHLY CUT AND SOLD IN ACCORDANCE WITH THE CLASSIFICATIONS OF THE NURSERY SOD GROWERS ASSOCIATION OF ONTARIO. AT TIMES OF SALE IT SHALL HAVE A STRONG FIBROUS ROOT SYSTEM AND SHALL BE CUT IN PIECES APPROXIMATELY .9144 SQ.M (1 SQ. YD.) IN AREA WITH THE SOIL PORTION BEING A MINIMUM 19MM (¾").
2. ROUGH GRADED AND COMPACTED SOIL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 100MM (4") FREE OF ALL STONES, ROOTS, BRANCHES, LARGER THAN 25MM (1") DIAMETER.
3. TOP SOIL TO BE SPREAD AT A MINIMUM OF 135MM (5.3") AND COMPACTED TO 85% S.P.D.
4. PLACE SOD ON PREPARED TOPSOIL WITH STAGGERED JOINTS AND BUTT TIGHTLY. IRRIGATE IMMEDIATELY TO ENSURE MOISTURE PENETRATION INTO THE UPPER 100MM (4") OF SOIL. MACHINE ROLL TO ENSURE CONTACT WITH TOPSOIL. REPAIR MINOR GRADE DEFICIENCIES AND IRREGULARITIES.
5. PEG SOD ON ALL SLOPES GREATER THAN 3:1 AS REQUIRED.

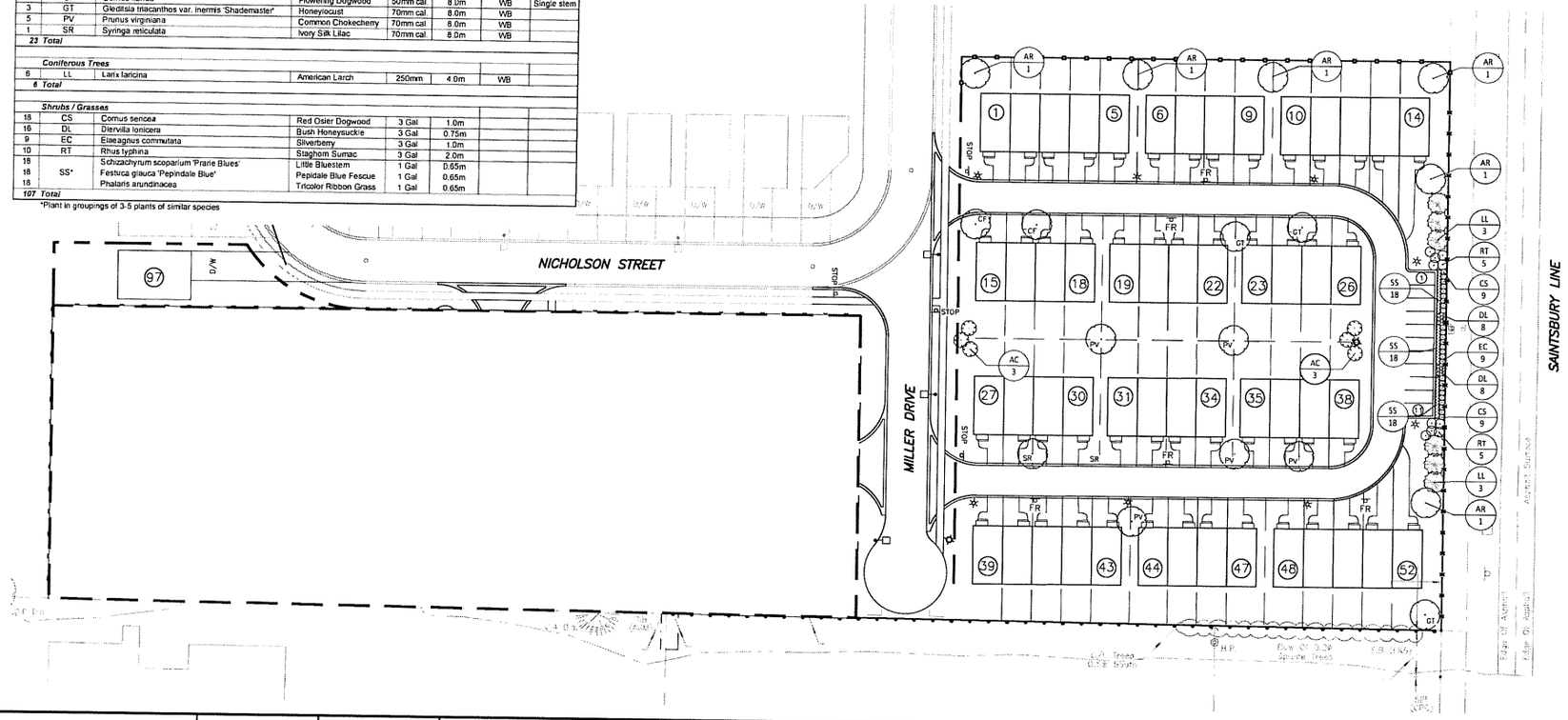
PLANTING NOTES:

1. ALL EXISTING TREES SHRUBS AND HERBACEOUS PLANTS BEYOND THE LIMIT OF WORK ARE TO BE PROTECTED FROM CONSTRUCTION DAMAGE WITH APPROVED FENCING. DO NOT STORE CONSTRUCTION MATERIALS OR FUEL WITHIN THE DRIP LINE OF AN EXISTING TREE. DO NOT ALTER GRADES OR COMPACT SOIL AROUND THE BASE OF AN EXISTING TREE. TAKE CARE NOT TO DISTURB OR EXPOSE ROOTS OF ANY EXISTING TREE.
2. QUANTITIES INDICATED ON THE PLANT LIST SHALL TAKE PRECEDENCE OVER THOSE INDICATED ON THE DRAWING IN THE EVENT OF A DISCREPANCY.
3. ANY SUBSTITUTIONS OF PLANT MATERIALS REQUIRE THE PRIOR WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.
4. PLANT MATERIALS SPECIFIED FOR THIS PROJECT WILL CONFORM TO THE CANADIAN NURSERY LANDSCAPE ASSOCIATION (C.N.L.A) FOR SIZE VARIETY AND CONDITION AS INDICATED ON THE PLANT LIST SHOWN ON THESE DRAWINGS. ANY PLANT MATERIALS WHICH DO NOT CONFORM WILL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
5. ANY PLANT MATERIALS WHICH DO NOT CONFORM WILL BE CONSIDERED TO BE COLLECTED AND WILL BE PROMPTLY REMOVED FROM THE SITE AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
6. PLANT MATERIALS COLLECTED FROM WILD SOURCES WILL NOT BE ACCEPTED OTHER THAN THOSE RELOCATED/SALVAGED FORM ON-SITE PER LANDSCAPE ARCHITECT'S INSTRUCTIONS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REQUIRE THAT SUPPLIER INVOICES BE SUBMITTED FOR INSPECTION AND APPROVAL PRIOR TO ACCEPTANCE.
7. THE LANDSCAPE ARCHITECT IS TO BE CONTACTED FOR INSPECTION AND WRITTEN APPROVAL PRIOR TO ANY PLANT MATERIAL INSTALLATION. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIALS THAT HAVE NOT BEEN INSPECTED AND APPROVED.
8. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ACCEPTANCE OF ANY PLANT DISPLAYING POOR GROWTH HABITS, INJURY OR DISEASE. ANY PLANT MATERIAL THAT IS REJECTED BY THE LANDSCAPE ARCHITECT WILL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF ACCEPTABLE QUALITY AT NO ADDITIONAL CHARGE TO THE PROJECT.
9. REMOVE DEAD OR DAMAGED BRANCHES ON TREES OR SHRUBS. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES AND APPROPRIATE TIMING FOR EACH SPECIES.
10. PLANTS ARE NOT TO BE INSTALLED OR TRANSPLANTED DURING EXTREME HEAT, DROUGHT OR OTHER UNDESIRABLE CONDITIONS.
11. ALL PLANT MATERIALS ARE TO BE THOROUGHLY WATERED IMMEDIATELY AFTER INSTALLATION. THE CONTRACTOR IS REQUIRED TO WATER PLANT MATERIALS REGULARLY OR AS DIRECTED BY THE LANDSCAPE ARCHITECT DURING THE 2 YEAR WARRANTY PERIOD, TO ENSURE THE VIABILITY OF PLANTS AT THE END OF THE 2 YEAR WARRANTY PERIOD.
12. DO NOT PLANT IN DRAINAGE SWALES. WHERE PROPOSED PLANTING LOCATIONS CONFLICT WITH CONSTRUCTED SWALES, CONTACT LANDSCAPE ARCHITECT FOR DIRECTION.
13. ALL DECIDUOUS TREES ARE TO BE PLANTED AND STAKED IN ACCORDANCE WITH THE PLANTING DETAILS.
14. SHRUB BEDS TO HAVE MIN. 300MM DEPTH 3-WAY TOPSOIL MIX, AND TO BE CONTINUOUSLY MULCHED WITH 100MM (4") DEPTH SHREDDED PINE BARK MULCH.
15. SHREDDED PINE BARK MULCH TO BE SPREAD UNIFORMLY AROUND THE BASE OF TREES AND SHRUBS TO A DEPTH OF 100MM (4") AND RADIUS OF 300MM FROM TRUNK(S). DO NOT PLACE MULCH IN DIRECT CONTACT WITH TRUNK(S), ALLOW 25 MM MULCH FREE RING AROUND TRUNK(S) USE ONLY APPROVED MULCH.
16. CONTRACTOR TO IDENTIFY WITH OWNER AND LANDSCAPE ARCHITECT ANY MAINTENANCE REDUIREMENTS NECESSARY FOR WARRANTY PURPOSES.
17. THE CONTRACTOR IS RESPONSIBLE FOR ALL MAINTENANCE DURING THE WARRANTY PERIOD UNTIL ACCEPTANCE BY THE CLIENT.
18. ALL PLANTING MUST OCCUR IMMEDIATELY FOLLOWING THE COMPLETION AND APPROVAL OF THE GRADING WORK.
19. TREES AND SHRUBS TO BE PROTECTED AND STAKED IN ACCORDANCE WITH TYPICAL PLANTING DETAILS. CONTRACTOR TO REMOVE ALL STAKES AND WIRES AT THE END OF THE WARRANTY PERIOD.
20. ALL TREES LOCATED WITHIN 1M OF ANY UNDERGROUND UTILITIES IS TO BE HAND DUG/PLANTED

L-1 PLANT LIST

Qty	Code	Botanical Name	Common Name	Size	Spacing	Cond.	Comment
		Deciduous Trees					
6	AC	Amelanchier canadensis	Serviceberry	250mm	8.0m	WB	Multi Stem
6	AR	*Acer Rubrum 'Red Sunset'*	Red Sunset Maple	70mm cal	8.0m	WB	
2	CF	Cornus florida	Flowering Dogwood	50mm cal	8.0m	WB	Single stem
3	GT	Gleditsia triacanthos var. inermis 'Shademaster'	Honeylocust	70mm cal	8.0m	WB	
5	PV	Prunus virginiana	Common Chokecherry	70mm cal	8.0m	WB	
1	SR	Syringa reticulata	Ivory Silk Lilac	70mm cal	8.0m	WB	
23	*Total*						
		Coniferous Trees					
6	LL	Larix laricina	American Larch	250mm	4.0m	WB	
6	*Total*						
		Shrubs / Grasses					
18	CS	Cornus sericea	Red Osier Dogwood	3 Gal	1.0m		
16	DL	Diervilla lonicera	Bush Honeysuckle	3 Gal	0.75m		
9	EC	Elaeagnus commutata	Silverberry	3 Gal	1.0m		
10	RT	Rhus typhina	Staghorn Sumac	3 Gal	2.0m		
18	SS*	Schizachyrnum scoparium 'Prarie Blues'	Little Bluestem	1 Gal	0.65m		
18		Festuca glauca 'Pepindale Blue'	Pepidale Blue Fescue	1 Gal	0.65m		
18		Phalaris arundinacea	Tricolor Ribbon Grass	1 Gal	0.65m		
107	*Total*						

*Plant in groupings of 3-5 plants of similar species



MIN. DISTANCE BTW. STREET TREES &:

OTHER STREET TREES	8.0m
UNDERGROUND UTILITIES	1.0m
UNDERGROUND TRANSFORMER	2.0m
LEAD SIDEWALKS & DRIVEWAYS	2.0m
FIRE HYDRANTS	6.0m
TRANSFORMERS (OPENING SIDE)	3.0m
LIGHT STANDARDS	6.0m
TRAFFIC CONTROL SIGNS	15.0m

LEGEND

- STOP — STOP SIGN
- FR — FIRE ROUTE SIGN
- COBRA HEAD STREET LIGHT
- POST TOP STREET LIGHT
- PROPERTY LINE
- EASEMENT
- 1.8m HIGH WOOD FENCE
- WROUGHT IRON FENCE
- CMB — COMMUNITY MAILBOX
- 58 — UNIT NUMBER
- AR 1 — PLANT CODE / PLANT QUANTITY
- PV — DECIDUOUS TREE / PLANT CODE
- MULTISTEM TREE
- CONIFEROUS TREE
- SHRUB PLANTING
- PERENNIAL / GRASS PLANTING
- SOD

Conditions of Use

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DILLON CONSULTING

NO	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: JG — REVIEWED BY: JG
DRAWN: BJP — CHECKED BY: JDJ
DATE: JULY 2019
SCALE: 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

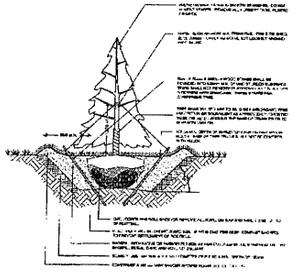
PROJECT NO: 115033

LANDSCAPING PLAN

SHEET NO: L1

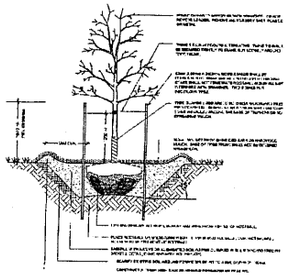
PLOTTED BY: PETERSEN, BRENDAN
LONDON
PLOT DATE: 2019-07-18 @ 7:49:51 PM PLOT SCALE: 1:25.4 PLOT STYLE: DILLON-STANDARD.CTB
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August 13, 2019



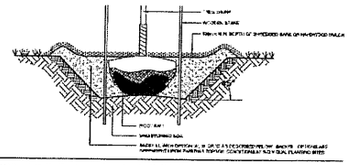
CONIFEROUS TREE PLANTING DETAIL
NTS

NOTE:
1. TRUNK TO HAVE SAME ELEVATION RELATIVE TO FINISHED GRADE AS PREVIOUSLY OCCUPIED PRIOR TO TRANSPLANTING
2. SAMPLING MUST BE COMPLETED TO DETERMINE IF EXISTING AND EXCAVATED SOIL IS AN ACCEPTABLE GROWING MEDIUM OR IF AUGMENTATION IS REQUIRED PRIOR TO BACKFILLING. REFER TO THE TREE PIT BACKFILLING DETAIL.
3. SAUCER TO BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING
4. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.
5. ALL TWINE AND BURLAP AROUND ROOTBALL MUST BE BIO-DEGRADABLE. NYLON ROPE WILL NOT BE ACCEPTED.
6. CALIPER OR HEIGHT OF TREE MUST MEET CONTRACT REQUIREMENTS.



DECIDUOUS TREE PLANTING DETAIL
NTS

NOTE:
1. TRUNK TO HAVE SAME ELEVATION RELATIVE TO FINISHED GRADE AS PREVIOUSLY OCCUPIED PRIOR TO TRANSPLANTING
2. SAMPLING MUST BE COMPLETED TO DETERMINE IF EXISTING AND EXCAVATED SOIL IS AN ACCEPTABLE GROWING MEDIUM OR IF AUGMENTATION IS REQUIRED PRIOR TO BACKFILLING. REFER TO THE TREE PIT BACKFILLING DETAIL.
3. SAUCER TO BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING
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6. CALIPER OR HEIGHT OF TREE MUST MEET CONTRACT REQUIREMENTS.



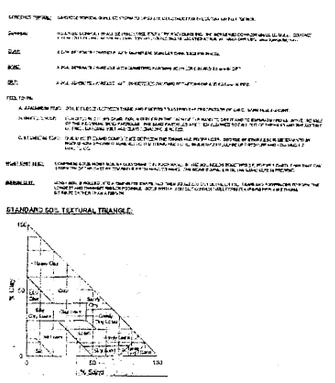
OPTION 'A': Backfill with existing soils as described in Note No. 2 below

OPTION 'B': Augment existing sandy soils as described in Note No. 3 below

OPTION 'C': Augment existing clay soils as described in Note No. 4 below

TREE PIT BACKFILL DETAIL
NTS

NOTE:
1. SOIL CONDITIONS AT PROPOSED PLANT SITE SHALL BE INSPECTED PRIOR TO TREES BEING DELIVERED TO SITE. REQUIRED BACKFILL OPTION WILL BE DETERMINED USING RANDOM AND INDUSTRY ACCEPTED SOIL SAMPLING METHODS.
2. WHEN BACKFILLING TREE PIT WITH EXISTING SOIL (OPTION A) OR AUGMENTED SOIL (OPTION B), ENSURE THAT SOIL IS FRIABLE, HAS PH BETWEEN 5.5 AND 7 AND IS FREE OF STONES OR CLUMPS LARGER THAN 250mm IN ANY DIMENSION. BACKFILL SHALL CONTAIN FOUR TO TEN PERCENT DRY WEIGHT ORGANIC MATTER. REFUSE, ROOTS, WEEDS, NOXIOUS SEED OR OTHER MATERIAL HARMFUL TO PLANT GROWTH SHALL BE REMOVED AND BACKFILL SHALL NOT CONTAIN STRAW, MANURE SAWDUST OR OTHER FILLERS. ACCEPTED BACKFILL WHICH BECOMES SATURATED WITH WATER PRIOR TO BEING PLACED IN THE TREE PIT SHALL NOT BE USED.
3. WHEN BACKFILLING TREE PIT WITH AUGMENTED SANDY SOIL (OPTION B) THE THE EXISTING SOIL SHALL BE AUGMENTED AS FOLLOWS: PRIOR TO BACKFILLING, REMOVE AND DISPOSE OF 50%BY VOLUME) THE EXISTING SOIL. REPLACE THIS VOLUME WITH 2 PARTS SCREENED TOPSOIL AND 1 PART COMPOST. THOROUGHLY MIX EXISTING SOIL, SCREENED TOPSOIL AND COMPOST PRIOR TO BACKFILLING.
4. WHEN BACKFILLING TREE PIT WITH AUGMENTED CLAYEY SOIL (OPTION C) THE EXISTING SOIL SHALL BE AUGMENTED AS FOLLOWS: PRIOR TO BACKFILLING, REMOVE AND DISPOSE OF 50%BY VOLUME) THE EXISTING SOIL. REPLACE THIS VOLUME WITH 2 PARTS SCREENED TOPSOIL AND 1 PART COMPOST. THOROUGHLY MIX EXISTING SOIL, SCREENED TOPSOIL AND COMPOST PRIOR TO BACKFILLING.



STANDARD ISOS TEXTURAL TRIANGLE:

TREE PIT BACKFILL-DEFINITIONS & REFERENCE DETAIL
NTS

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PLOT SCALE: 1:25.4 LONDON

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DILLON CONSULTING

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03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: JG | REVIEWED BY: JG
DRAWN: BJP | CHECKED BY: JDJ
DATE: JULY 2019
SCALE:

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

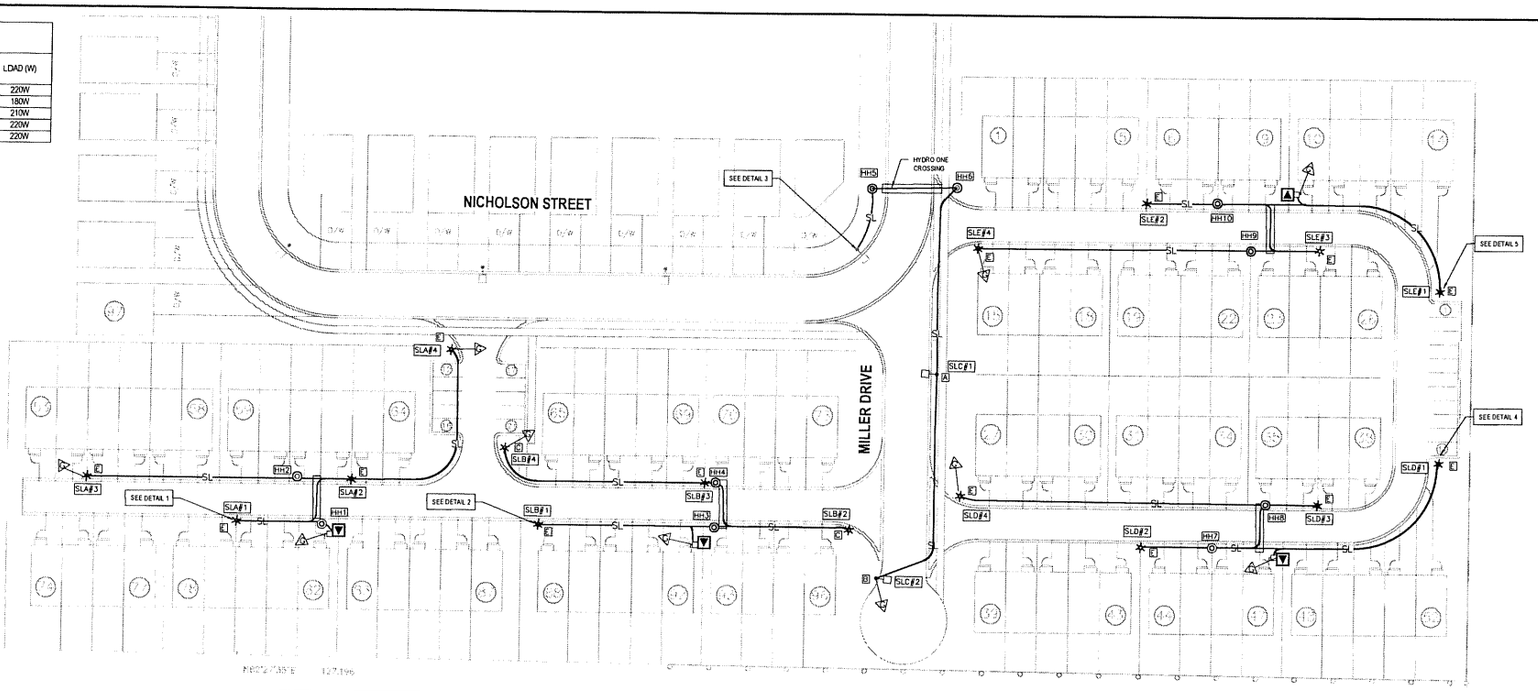
PROJECT NO: 115033

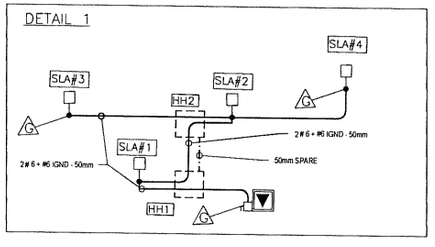
LANDSCAPING DETAILS

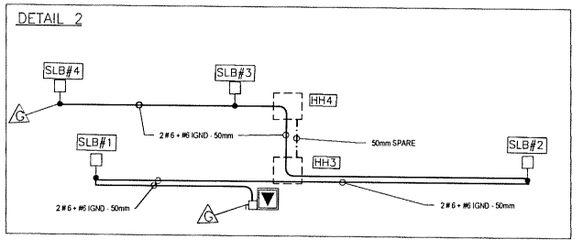
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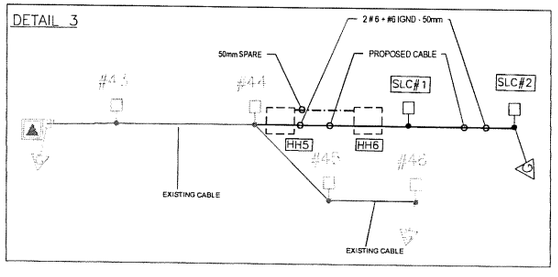
SCHEDULE "H"
ELECTRICAL LAYOUT

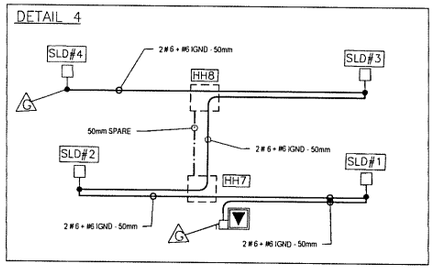
STREETLIGHT CIRCUIT SCHEDULE			
DISCONNECT	CIRCUIT	S/L POLE ID.	LOAD (W)
A	CCT 1	SLA#1, SLA#2, SLA#3, SLA#4	220W
B	CCT 2	SLB#1, SLB#2, SLB#3, SLB#4	180W
C	CCT 3	#43, #44, SLC#1, SLC#2, #45, #46	210W
D	CCT 4	SLD#1, SLD#2, SLD#3, SLD#4	220W
E	CCT 5	SLE#1, SLE#2, SLE#3, SLE#4	220W

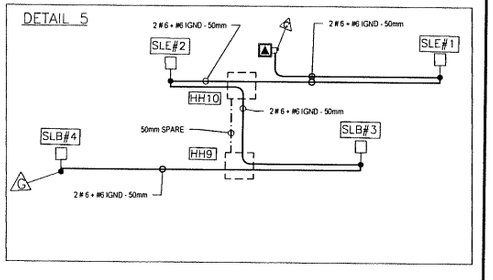












LEGEND

- EXIST STREETLIGHT POLE
- 55W POST-TOP LUMEC LIGHTING MPTC SERIES TYPE II CAT# MPTC-55W32LED4K-G2-LE2-120-HS-PH8 OR APPROVED ALTERNATIVE. MOUNTED ON A 24ft ROUND MIDNIGHT ALUMINUM POLE CAT# AM6U-18-DE-BE6TX
- 35W POST-TOP LUMEC LIGHTING MPTC SERIES TYPE II CAT# MPTC-35W32LED4K-G2-LE2-120-HS-PH8 OR APPROVED ALTERNATIVE. MOUNTED ON A 24ft ROUND MIDNIGHT ALUMINUM POLE CAT# AM6U-18-DE-BE6TX
- A — 35W LED ROADWAY LIGHTING NXT SERIES TYPE II CAT# NXT-24S-0-7-2ES-4-GY-3-UL-S-2H OR TOWN APPROVED ALTERNATIVE. MOUNTED ON A 24ft ROUND MIDNIGHT ALUMINUM ALLOYS POLE CAT# RTAP20-745C-DB-1DR WITH A 30 INCH ALUMINUM BLACK ELLIPTICAL ARM CAT# ALP-RE30M.
- B — 35W LED ROADWAY LIGHTING NXT SERIES TYPE II CAT# NXT-24S-0-7-2ES-4-GY-3-UL-S-2H OR TOWN APPROVED ALTERNATIVE. MOUNTED ON A 24ft ROUND MIDNIGHT LACE ALUMINUM POLE CAT# RTAP20-745C-DB-1DR WITH A 8FEET ALUMINUM BLACK ELLIPTICAL ARM CAT# ALP-RE8.
- SL — STREET LIGHT CABLE 2#6 CU RWU90 (BLACK, WHITE AND GREEN) IN 50mm DUCT.
- HYDRO DUCT BANK ROAD CROSSING WHERE THE STREET LIGHT CABLE IS DIRECT BURIED.
- PAD-MOUNTED TRANSFORMER (FOR INFORMATION ONLY)
- STREET LIGHT DISCONNECT - CIRCUIT BREAKER, 120/240V, 30A, 1-POLE
- GROUND ROD
- HANDHOLE

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LICENSED PROFESSIONAL ENGINEER — A. ABRAMOV — 100141727 — 2019-07-23 — PROVINCE OF ONTARIO

DILLON CONSULTING

No	ISSUED FOR	DATE	BY
01	ISSUED FOR REVIEW	DEC 2018	DRV

DESIGN: AA — REVIEWED BY: DRV
DRAWN: AA — CHECKED BY: DRV
DATE: DECEMBER 2018
SCALE: 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

ELECTRICAL LAYOUT

PROJECT NO: 115033

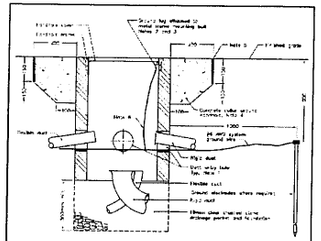
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SCHEDULE "I"
DETAILS AND SPECIFICATIONS

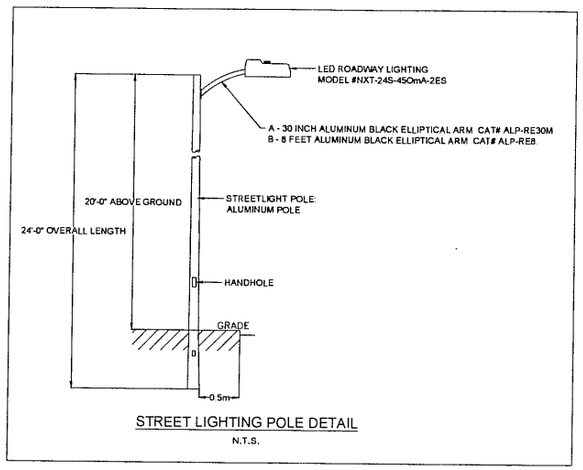
GENERAL:

1. THE NOTES ON THIS SHEET APPLY TO ALL WORKS UNDER THIS CONTRACT UNLESS OTHERWISE NOTED ON THE DESIGN DRAWINGS AND/OR SPECIFIC DETAIL DRAWINGS.
2. ANY CONFLICTS BETWEEN THESE DRAWINGS AND EXISTING PLANT ARE TO BE BROUGHT TO THE ATTENTION OF THE DILLON CONSULTING LIMITED REPRESENTATIVE IMMEDIATELY.
3. ALL DIMENSIONS ARE IN METERS, UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE DILLON CONSULTING LIMITED REPRESENTATIVE.
5. CARRY OUT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE ONTARIO ELECTRICAL SAFETY CODE AND THE LOCAL AUTHORITIES.
6. OBTAIN AND PAY FOR ALL PERMITS, INSPECTION FEES, AND FURNISH ALL INSPECTION CERTIFICATES AS REQUIRED.
7. THE MINIMUM HORIZONTAL CLEARANCES FROM UTILITIES AND TREE PROTECTION ZONE CLEARANCES SHALL BE MAINTAINED IN ACCORDANCE WITH CITY/TOWN STANDARDS.
8. A COPY OF THE CONSTRUCTION DRAWINGS, AND A COPY OF ALL UTILITY LOCATES SHALL BE ON SITE AT ALL TIMES.
9. OFFSET MEASUREMENTS ARE TAKEN FROM CENTRELINE OF STREET LIGHT TO THE FACE OF THE CURB, PROPERTY LINE AND/OR STREETLINE.
10. THE LOCATION OF ALL UNDERGROUND AND ABOVE GROUND UTILITIES, STRUCTURES AND APPURTENANCES ARE NOT NECESSARILY SHOWN AND WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. OBTAIN ACTUAL FIELD LOCATES FOR ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO: HYDRO, STREET LIGHTING, WATER, GAS, TRAFFIC SIGNAL AND TELECOMMUNICATION CABLES.
11. ARRANGE FOR "HOLD-OFFS" AND USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF ENERGIZED EQUIPMENT AND/OR CABLES.
12. FOR CONTRACTED WORK, ANY DAMAGE TO EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION IS TO BE IMMEDIATELY DOCUMENTED & REPORTED TO THE UTILITY COMPANY, AND REPAIRS COMPLETED AS SOON AS POSSIBLE. THE COST OF REPAIRING ANY SUCH DAMAGE SHALL BE BORNE BY THE CONTRACTOR.
13. STREETLIGHT MUST MAINTAIN MINIMUM 3.0m CLEARANCE FROM TRANSFORMER FOUNDATION
14. STREETLIGHT MUST MAINTAIN MINIMUM 1.0m CLEARANCE FROM EDGE OF DRIVEWAY.
15. ALL STREETLIGHT CABLES IN 50mm DUCT UNLESS OTHERWISE NOTED ON THE DESIGN DRAWINGS AND/OR SPECIFIC DETAIL DRAWINGS.
16. UTILITY DUCT CROSSINGS SHALL EXTEND 1m BEYOND THE CURB LINE.
17. REFER TO CITY/TOWN STANDARDS FOR STREETLIGHT TRENCH AND POLE LOCATION OFFSETS. (SHEET D1)
18. PAY ANY FEES LEVIED BY COORDINATE WITH HYDRO FOR CONDUIT INSTALLATION AND CONNECTION FROM ISOLATION PANEL TO TRANSFORMER AND ENERGIZATION.
19. CONTRACTOR SHALL PROVIDE PAYMENT REQUIRED FROM HYDRO FOR ANY LABOR AND MATERIAL FOR CONNECTION AND ENERGIZATION.



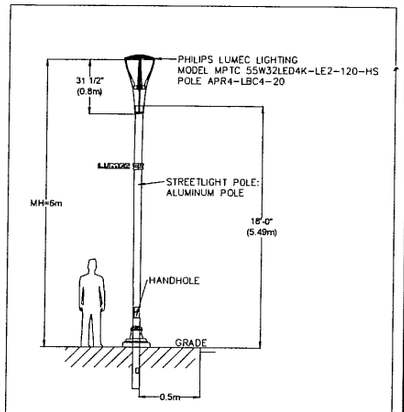
NOTES:
1. For duct entry details see OPSD 2112.030.
2. For handholes with metal frames, ground wire shall be attached to frame using a ground lug suitable for #6 AWG stranded copper wire.
3. For handholes with metal covers and non-metallic frames or handholes with metal covers not tied to the metal frame, the ground wire shall be attached to the frame/cover using a ground lug suitable for #6 AWG flat braided copper wire with 1m of slack above finished grade.
4. Concrete collar is required around the complete perimeter of all electrical handholes except:
   a) non-load electrical handholes, or
   b) handholes installed in concrete pavement or sidewalks.
5. In raised traffic islands, install 12mm expansion board at back of curb and install concrete collar as well.
6. For handholes with only cable/fibre cables with metal frames and covers, grounding and bonding is not required.
7. For specific materials details see OPSD 2112.010, 2112.020, 2112.030, 2112.040, 2112.060, and 2112.070.
8. All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2017	Rev 3
ELECTRICAL HANDHOLES GENERAL INSTALLATION REQUIREMENTS		OPSD 2117.020



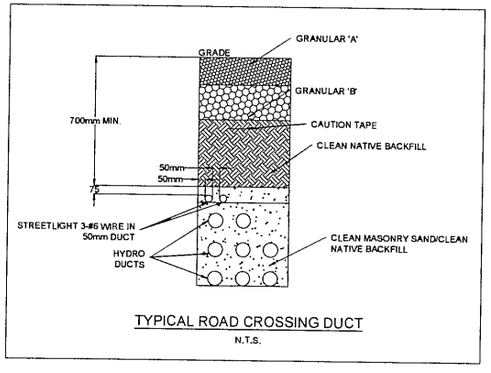
STREET LIGHTING POLE DETAIL

N.T.S.



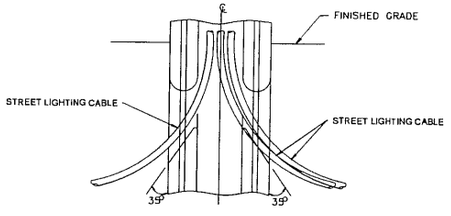
CONDOMINIUM LIGHTING POLE DETAIL

N.T.S.



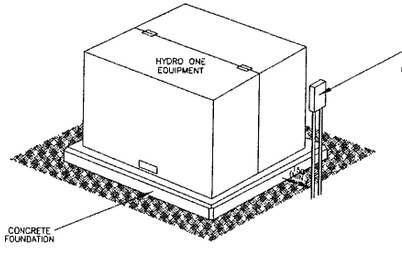
TYPICAL ROAD CROSSING DUCT

N.T.S.



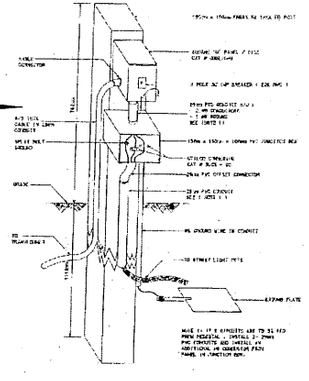
WIRING APERTURES

N.T.S.

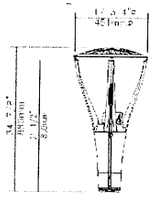


TYPICAL UTILITY POWER
SUPPLY TO STREET LIGHTING

N.T.S.



London Ridge Crossing Subdivision (83069)





EPA: 1.038 sq ft / weight: 32.2 lb (14.6 kg)
Note: 3D image may not represent color of option selected
Logos above indicate link: click to access

Qty	1	Luminaire	MPTC-55W48LED3K-G2-LE3-UNV-DNG-PH8-RCD7-BE6TX

Description of Components:

Hood: Made of die cast A360.1 Aluminum alloy 0.100 (2.5mm) minimum thickness, mechanically assembled to the cast aluminum heat sink.

Guard: In a round shape with 4 arms and a built-in mechanical ring, this guard is a one-piece die cast A360 Aluminum alloy 0.100 (2.5mm) minimum thickness, mechanically assembled to the fitter.

Access-Mechanism: A die cast A360.1 Aluminum alloy 0.100 (2.5mm) minimum thickness technical ring with latch and hinge.

Light Engine: LEDgine composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant. Maximum ambient operating temperature up to 40C(104F) degrees.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Lens: Made of soda-lime tempered glass lens, mechanically assembled and sealed onto the ring of the access mechanism.

LED Module: Composed of 48 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Warm White, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Optical System: (LE3), IES type III (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric

LUMEC

London Ridge Crossing Subdivision (83069)



Qty	1	Pole	AM6U-18-DE-BE6TX

Description of Components:

Pole Shaft: Shall be made from a 4" (102mm) round extruded 6061-T6 aluminum tubing, having a 0.226" (5.7mm) wall thickness, welded to the pole base.

Joint Cover: Two-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Base: Shall be made from a 6 5/8" (168mm) round extruded 6061-T6 aluminum tubing base having a 0.135" (3.4mm) wall thickness, direct burial.

Maintenance Opening: The pole shall have a 4 1/2" x 10" (114mm x 254mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof embossed aluminum cover and a copper ground lug.

Note: A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

IMPORTANT: Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.

Pole Weight: 55 lbs (25 kg)

LUMEC

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

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LICENSED PROFESSIONAL ENGINEER
A. ABRAMOV
100141727
JULY 16/2019
PROVINCE OF ONTARIO

DILLON CONSULTING

No	ISSUED FOR	DATE	BY
D1	ISSUED FOR REVIEW	DEC 2018	DRV

DESIGN AA	REVIEWED BY DRV
DRAWN AA	CHECKED BY DRV
DATE DECEMBER 2018	
SCALE 1:500	

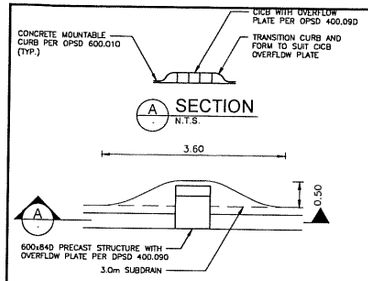
2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO 115033

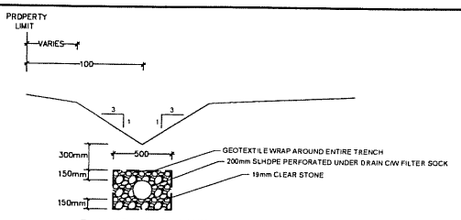
DETAILS AND SPECIFICATIONS

SHEET NO D1

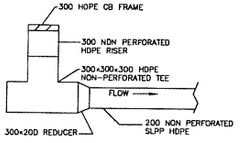
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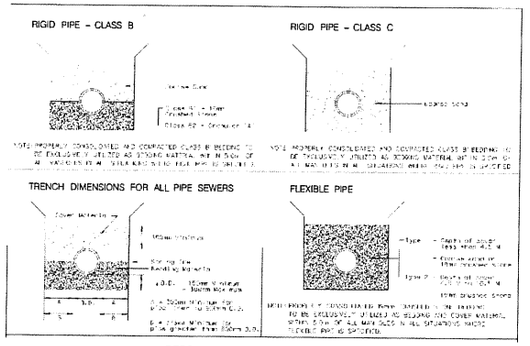
CURB SETBACK FOR CB & CICB IN MUNICIPAL RIGHT OF WAY
NTS



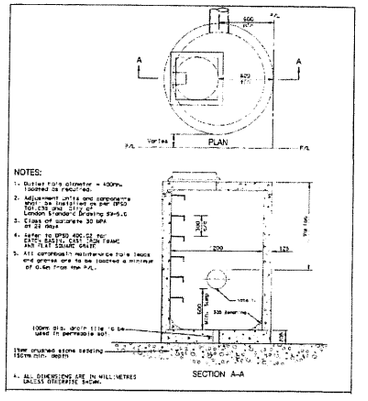
REAR YARD SUB DRAIN DETAIL
NTS



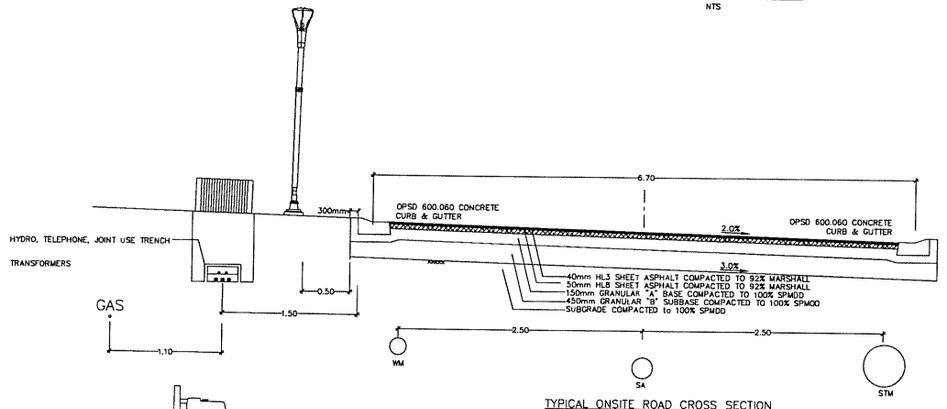
REAR YARD CATCHBASIN DETAIL
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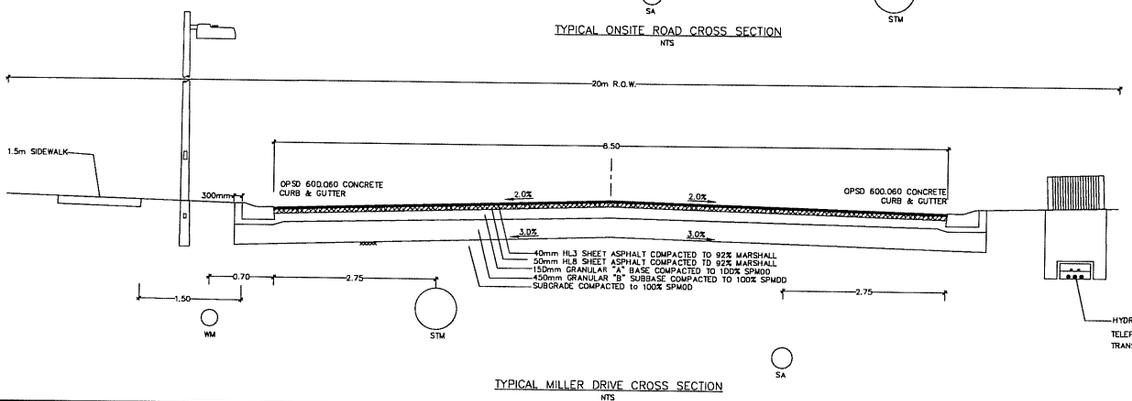
BEDDING STANDARD FOR GRAVITY AND PRESSURE PIPE DETAIL
NTS



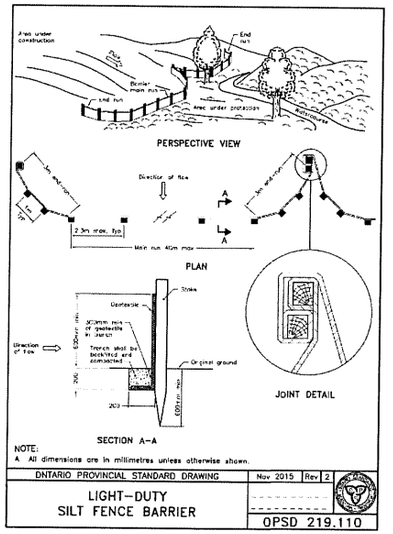
PRECAST CONCRETE CATCH BASIN – MAINTENANCE HOLE DETAIL
NTS

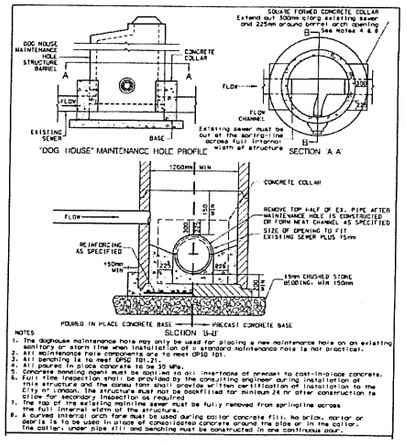


TYPICAL ONSITE ROAD CROSS SECTION
NTS



TYPICAL MILLER DRIVE CROSS SECTION
NTS





"DOG HOUSE" – MAINTENANCE HOLE DETAIL
NTS

Conditions of Use

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LICENSED PROFESSIONAL ENGINEER J.D. JOHNSON 100137559 PROVINCE OF ONTARIO 07/14/19

DILLON CONSULTING

No.	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: BJP | REVIEWED BY: RDA
DRAWN: BJP | CHECKED BY: JDJ
DATE: JULY 2019
SCALE:

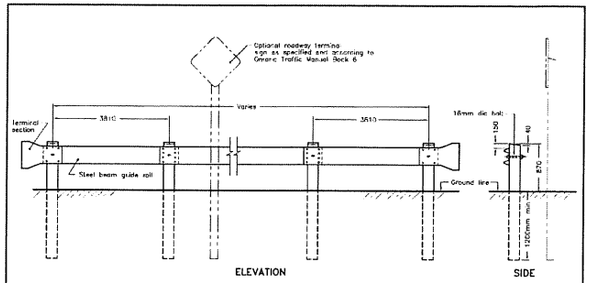
2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO: 115033

DETAILS I

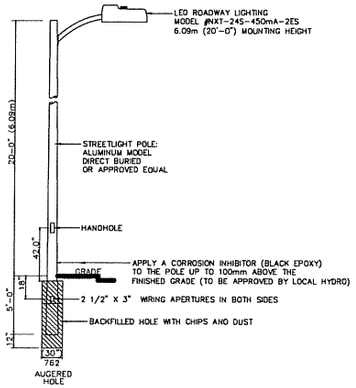
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LONDON

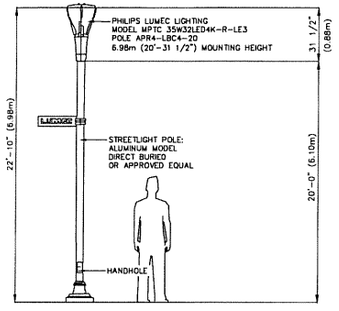


NOTES:
A Steel beam guide rail mounting heights shall be as specified.
B This OPSD to be read in conjunction with OPSD 912.101.
C Posts: Size 200x200mm nominal, 190x190mm ±1.5mm dressed, taps to have 25mm chamfer.
D All dimensions are in millimetres unless otherwise shown.

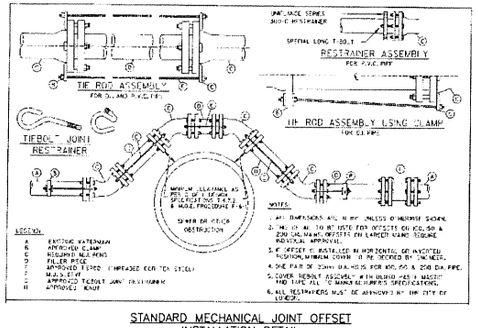
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2008	Rev 1
GUIDE RAIL SYSTEM, STEEL BEAM BARRICADE INSTALLATION		
OPSD 912.532		



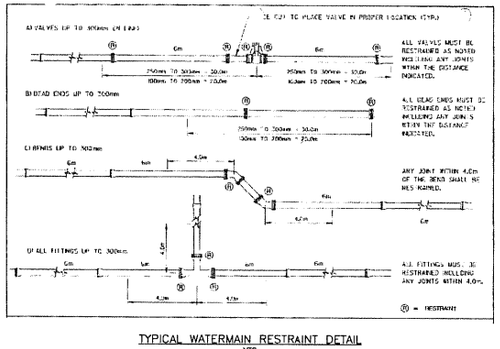
MUNICIPAL STREET LIGHTING INSTALLATION POLE DETAIL
N.T.S.



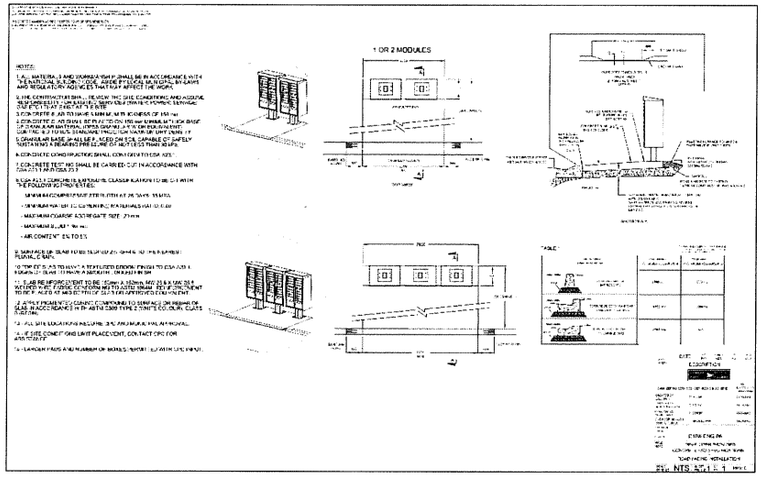
PRIVATE STREET LIGHTING INSTALLATION POLE DETAIL
N.T.S.



STANDARD MECHANICAL JOINT OFFSET INSTALLATION DETAIL
NTS



TYPICAL WATERMAIN RESTRAINT DETAIL
NTS



NTS ST-11.5.1

Conditions of Use

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LICENSED PROFESSIONAL ENGINEER J. D. JOHNSON 100179208 PROVINCE OF ONTARIO 07/19/19

DILLON CONSULTING

No	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: BJP | REVIEWED BY: RDA
DRAWN: BJP | CHECKED BY: JDJ
DATE: JULY 2019
SCALE:

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

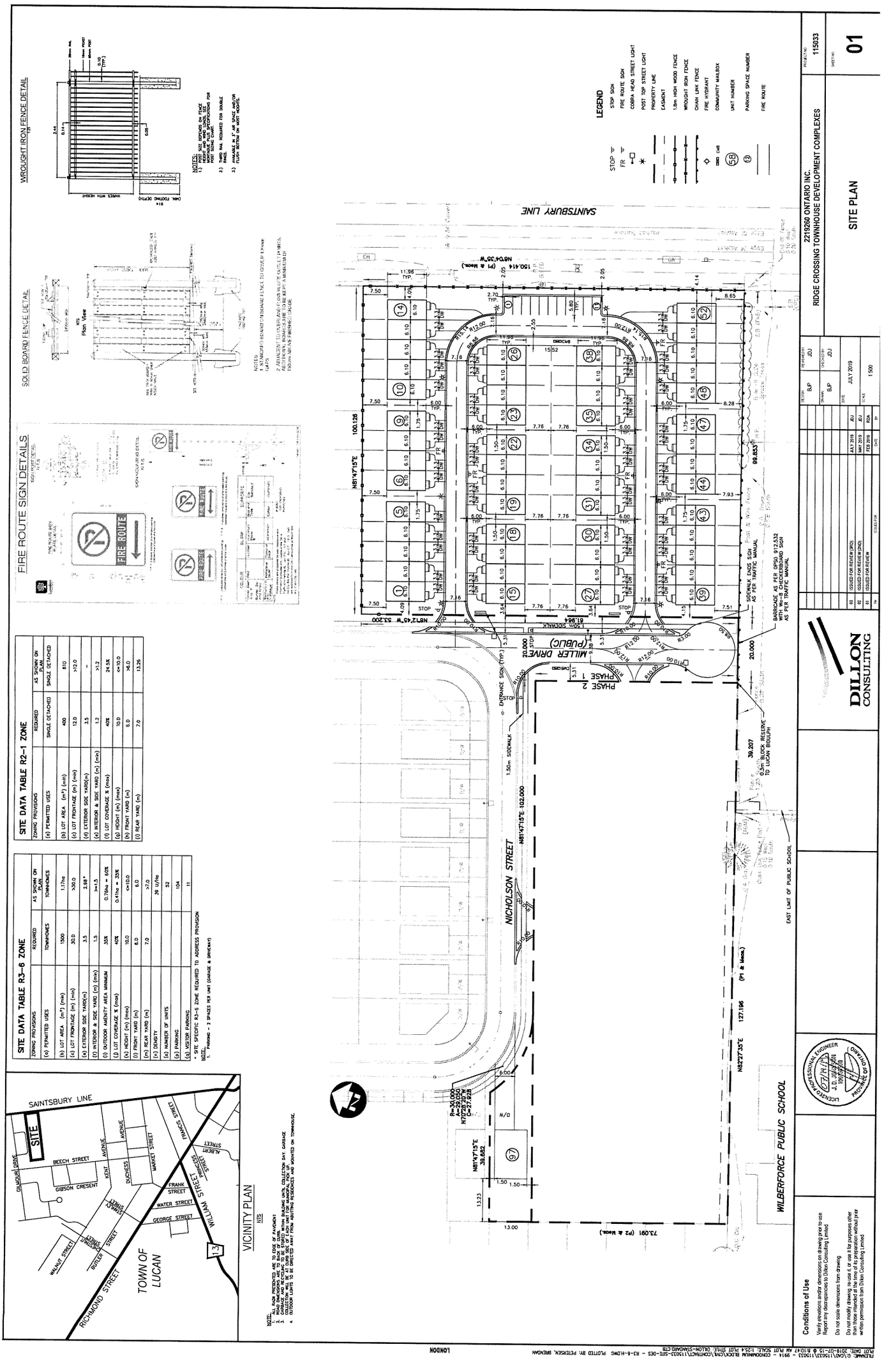
PROJECT NO: 115033

DETAILS II

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PLOT SCALE: 1:25.4 LONDON

SCHEDULE "J"
SITE PLAN OR FINAL SITE PLAN


WROUGHT IRON FENCE DETAIL
SOLID BOARD FENCE DETAIL
FIRE ROUTE SIGN DETAILS
SITE DATA TABLE R3-6 ZONE
SITE DATA TABLE R2-1 ZONE
VICINITY PLAN
LEGEND
SAINTSBURY LINE
NICHOLSON STREET
MILLER DRIVE (PUBLIC)
WILBERFORCE PUBLIC SCHOOL
TOWN OF LUCAN
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES
SITE PLAN
DILLON CONSULTING
Conditions of Use
01

SCHEDULE "K"
MASTER SERVICING PLAN

CONSTRUCTION NOTES:

1. AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION FOR SERVICES ON ANY EXISTING ROAD ALLOWANCE AND EXISTING SERVICES WITHIN AN EXISTING EASEMENT MAINTAINED BY THE TOWNSHIP OF LUCAN, THE CONTRACTOR IS TO OBTAIN A PERMIT OF APPROVED WORK FROM THE THE TOWNSHIP OF LUCAN-BIDDULPH.

2. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES TO CONTROL SILT ENTERING THE STORM DRAINAGE SYSTEM TO THE SPECIFICATIONS OUTLINED IN THE GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES PREPARED BY THE MINISTRY OF NATURAL RESOURCES. THESE MEASURES ARE TO BE INSTALLED PRIOR TO COMMENCING ANY CONSTRUCTION FOR THIS PROJECT, AND ARE TO REMAIN IN PLACE UNTIL CONSTRUCTION HAS BEEN COMPLETED TO THE SPECIFICATIONS OF THE CITY ENGINEER.

3. ALL WORK SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF LUCAN-BIDDULPH.

4. THE STRUCTURAL DESIGN OF SEWERS IS BASED ON THE TRANSITION WIDTH UNLESS OTHERWISE NOTED.

5. THE CONTRACTOR IS TO NOTIFY THE THE TOWNSHIP OF LUCAN-BIDDULPH IN WRITING AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. PERMITS ARE REQUIRED PRIOR TO COMMENCEMENT OF WORK AND 48 HOURS IS REQUIRED PRIOR TO INSPECTION REQUESTS.

6. THE CONTRACTOR IS TO MEET ALL THE REQUIREMENTS OF THE OWNERS OF THE UTILITIES ON THIS PLAN, AND MUST MAKE SATISFACTORY ARRANGEMENTS WITH THE UTILITY COMPANIES FOR CROSSING THEIR INSTALLATIONS AND FOR PROVIDING ADEQUATE PROTECTION DURING CONSTRUCTION.

7. IF COMMON TRENCH CONSTRUCTION IS TO BE USED FOR THE INSTALLATION OF STORM AND SANITARY SEWERS ON ANY STREET WITHIN THIS SUBDIVISION/DEVELOPMENT/PROJECT, THE POC'S ARE TO BE CONSTRUCTED AT LEAST 2 METERS BEHIND THE CURB LINE ON THAT STREET, AT THE SAME TIME AS INSTALLATION OF THE SEWERS.

8. ALL ORGANIC, UNSTABLE OR UNSUITABLE MATERIALS BENEATH THE ROAD ALLOWANCES OR HOUSE FOUNDATIONS MUST BE REMOVED AND THESE AREAS BACKFILLED WITH AN APPROVED FILL MATERIAL, ALL TO THE SATISFACTION OF A GEOTECHNICAL ENGINEER.

STORMWATER NOTES:

ALL ROOF STORM WATER TO BE DRAINED BY GRAVITY TO THE FRONT OF THE BUILDINGS (IE. THE EAVESTROUGHS DRAIN FROM BACK TO FRONT), AND ROOF LEADERS ARE TO DISCHARGE ONTO FRONT YARDS ONLY.
NO DISCHARGING OF ROOF LEADERS TO THE REAR YARDS IS PERMITTED.

GENERAL NOTES:

1. SANITARY SEWERS SHALL BE GREEN PVC SDR 35 (UNLESS OTHERWISE NOTED) INSTALLED IN ACCORD. W/ OPSD 802.01 (NOV. 2010, REV. 2). SANITARY SERVICES SHALL BE GREEN 100mm DIA. PVC SDR 28 INSTALLED IN ACCORD. W/ OPSD 1006.020 (NOV. 2005, REV. 1), MIN. 2% SLOPE INSTALLED 2.0m PAST CURB LINE. BEDDING AND COVER MATERIAL FOR SANITARY SEWERS SERVICE CONNECTIONS SHALL BE GRANULAR 'A' COMPACTED TO 98% STANDARD PROCTOR DENSITY.

2. STORM SEWERS SHALL BE AS FOLLOWS (UNLESS OTHERWISE NOTED):
   200mm DIA. UP TO 450mm DIA. – 50-D CONCRETE, HDPE CSA B182.6 OR PVC SDR-35
   525mm DIA. UP TO 600mm DIA. – 65-D CONCRETE, HDPE CSA B182.6 OR PVC SDR-35
   675mm DIA. AND GREATER – 65-D CONCRETE

3. CATCHBASIN LEADS SHALL BE PVC SDR 35 INSTALLED AT A MINIMUM OF 1.0% SLOPE AND WITH MINIMUM COVER OF 1.2m. SIZES ARE AS FOLLOWS: SINGLE CB– 250mm DIA., DOUBLE CB–300mm DIA., REAR LOT CB– 250mm DIA. (UNLESS OTHERWISE NOTED)

4. CATCHBASIN SUMP TO BE 0.60m DEEP FOR 600x600, AND 0.30m DEEP FOR 1200x1200.

5. CONCRETE STORM SEWERS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD 802.03 (2010) CLASS B. BEDDING MATERIAL SHALL BE BRANULAR 'A' COMPACTED TO 98% S.P.D. COVER MATERIAL SHALL BE SAND COMPACTED TO 98% S.P.D.

6. PVC STORM SEWERS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD 802.01 (2010). BEDDING AND COVER MATERIAL SHALL BE GRANULAR 'A' COMPACTED 98% S.P.D.

7. WATERMAIN SHALL BE BLUE AWWA C900 PVC DR 18 CLASS 150 (UNLESS OTHERWISE NOTED) INSTALLED IN ACCORDANCE WITH OPSD 1103.010 (NOV. 2006, REV. 1) AND 1103.020 (NOV. 2006, REV. 2).
WATERMAIN SHALL HAVE TWELVE GAUGE TRACER WIRE FASTENED AT NO GREATER THAN 6.0m INTERVALS AND BROUGHT UP TO FINISHED GRADE AT WATER VALVE BOXES.

8. WATER SERVICES TO BE 25mm PEX UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH OPSD 1104.010 (NOV 2006, REV. 2) AND CITY OF LONDON STANDARD DRAWING W-CS-B.

9. ALL WATERMAIN AND SANITARY SEWERS TO BE INSTALLED AS PER THE TOWNSHIP OF LUCAN-BIDDULPH GUIDELINES AND SPECIFICATIONS.

10. BEDDING AND COVER MATERIAL FOR WATERMAIN AND SERVICE CONNECTIONS SHALL BE GRANULAR 'A' COMPACTED TO 100% S.P.D.

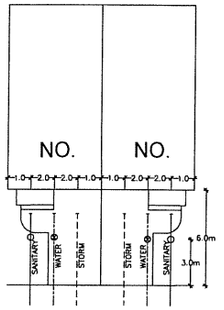
11. WHERE WATERMAINS OR WATER SERVICES CONFLICT WITH SEWERS, THEY SHALL BE DEFLECTED BELOW THE SEWER TO PROVIDE A MINIMUM SEPARATION DISTANCE OF 0.50m VERTICALLY AND INSULATED.

12. VALVES SHALL BE RESILIENT SEAT EPOXY COATED GATE VALVES COMPLYING TO LATEST AWWA C500 SPECIFICATIONS, VALVE BOXES AS SUPPLIED BY 'MUELER LIMITED' OR 'CANADA VALVE' INSTALLED IN ACCORDANCE WITH OPSD 1101.030 AND OPSD 1100.020.

13. HYDRANTS TO COMPLY TO AWWA C502. 'CANADA VALVE' (DARLING), 'CENTURY', 'MACIVITY M67' ARE ACCEPTED. MUST HAVE BRASS TO BRASS SEAT, OPEN COUNTER CLOCKWISE AND BE COATED WITH HIGH QUALITY YELLOW PAINT (OPSD 1105.02) (NOV.2006, REV. 1). ALL EQUIPPED WITH 100mm STORZ CONNECTION (CAP PAINTED BLCK).

14. SUB-GRADE TO BE INSPECTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF GRANULAR 'B' TO CONFIRM GRANULAR 'B' THICKNESS REQUIRED.

15. MINIMUM 1.7m COVER FOR WATERMAIN AND WATER SERVICES.



TYPICAL LOT LAYOUT
& SERVICING
NTS

SANITARY SEWER INVERT INFORMATION

MH No.	MH TYPE	TOP LID	NORTH INVERT	SOUTH INVERT	EAST INVERT	WEST INVERT
SA26	OPSD 701.010	301.525	299.099	299.098		299.049
SA27	OPSD 701.010	301.555		299.165	299.215	
SA44	OPSD 701.010	301.777			299.311	299.261
SA28	OPSD 701.010	302.704			299.633	299.583
SA29	OPSD 701.010	302.779				299.763
SA35	OPSD 701.010	301.898	299.254	299.304		299.304
SA32	OPSD 701.010	301.953	299.317		299.367	
SA45	OPSD 701.010	301.966			299.463	299.413
SA31	OPSD 701.010	302.605	299.833			299.783
SA30	OPSD 701.010	302.712		299.911		
SA46	OPSD 701.010	301.923			299.338	299.388

STORM SEWER INVERT INFORMATION

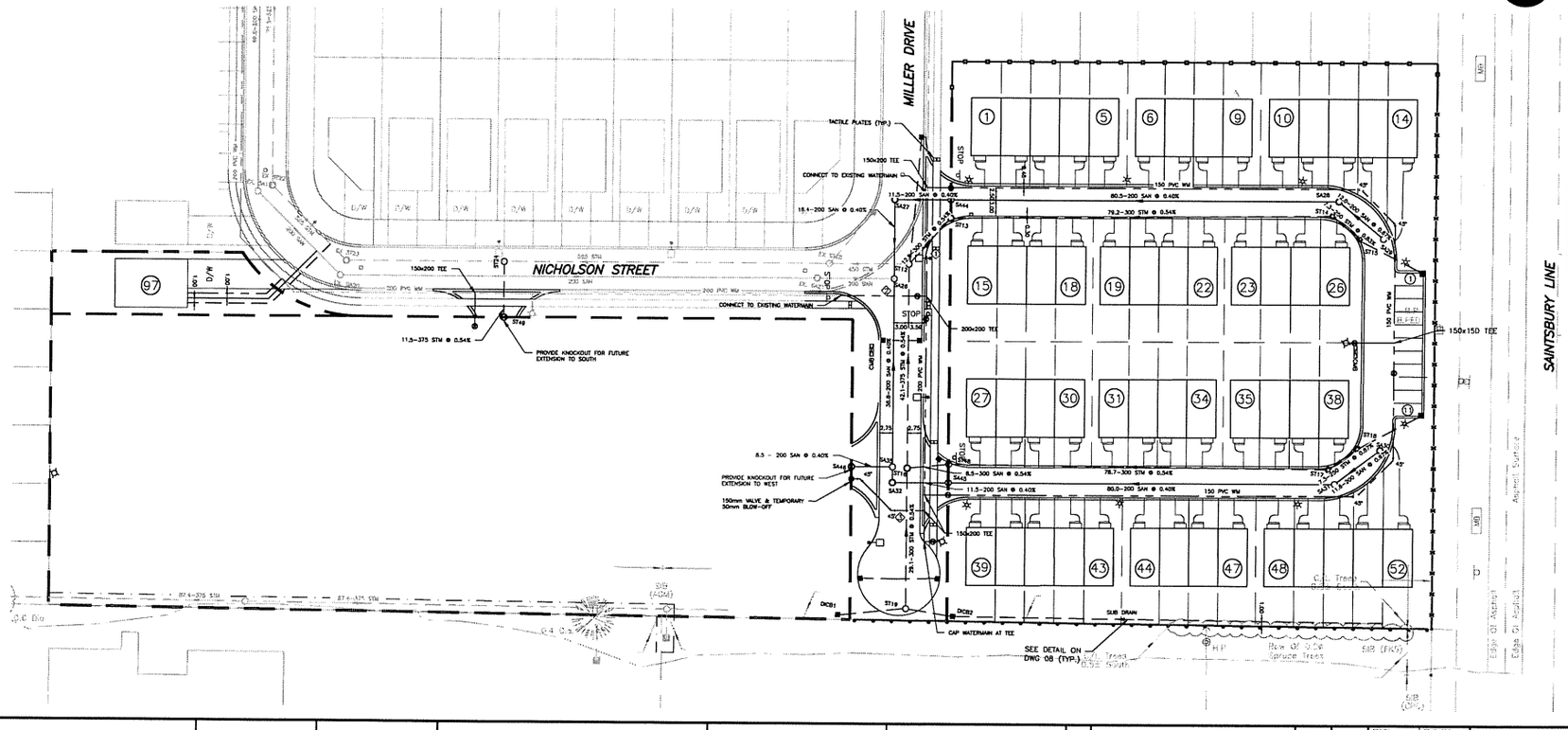
MH No.	MH TYPE	TOP LID	NORTH INVERT	SOUTH INVERT	EAST INVERT	WEST INVERT
ST12	OPSD 701.010	301.501		299.698	299.698	266.648
ST13	CB MH *	301.792		299.768	299.818	
ST14	CB MH *	302.633			300.296	300.246
ST15	CB MH *	302.679				300.356
ST16	OPSD 701.010	301.903	299.925	299.975	300.082	
ST19	OPSD 701.010	302.379	300.132		300.293	300.182
DICB1	OPSD 705.030	301.730			300.253	
DICB2	OPSD 705.030	302.110				300.339
ST48	CB MH *	301.884			300.128	300.078
ST17	CB MH *	302.531			300.604	300.554
ST18	CB MH *	302.612		300.667		
ST24	DOG HOUSE MH	301.839		299.340	299.340	299.290
ST49	OPSD 701.010	301.975	299.402	299.452		

* SEE DWG 08 FOR DETAIL

CROSSING CLEARANCES

	TOP OF PIPE ELEV.	BOTTOM OF PIPE ELEV.	CLEARANCE
1	WM 299.79	ST 299.719	OFFSET WM UNDER STORM SEWER
2	WM 299.711	ST 299.718	OFFSET WM UNDER SANITARY & STORM SEWER
3	WM 299.97D	ST 300.007	OFFSET WM UNDER STORM SEWER

NOTES:
1. LESS THAN 1.70m COVER ABOVE WM, INSULATION REQUIRED.



LEGEND

- STOP — STOP SIGN
- FR — FIRE ROUTE SIGN
- COBRA HEAD STREET LIGHT
- POST TOP STREET LIGHT
- PROPERTY LINE
- EASMENT
- 1.8m HIGH WOOD FENCE
- WROUGHT IRON FENCE
- FIRE HYDRANT
- CMBU — COMMUNITY MAILBOX
- 58 — UNIT NUMBER
- CATCH BASIN MANHOLE
- MANHOLE
- REAR YARD CATCH BASIN
- SANITARY SEWER
- STORM SEWER
- WATERMAIN

Conditions of Use

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LICENSED PROFESSIONAL ENGINEER
07/14/19
J.D. JOLLIFFE
100073506
PROVINCE OF ONTARIO

DILLON CONSULTING

NO.	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: BJP — REVIEWED BY: RDA
DRAWN: BJP — CHECKED BY: JDJ
DATE: JULY 2019
SCALE: 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO: 115033

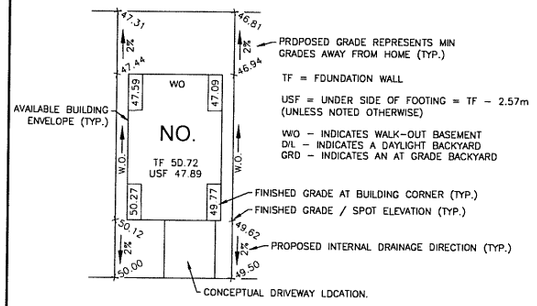
MASTER SERVICING PLAN

SHEET NO: 02

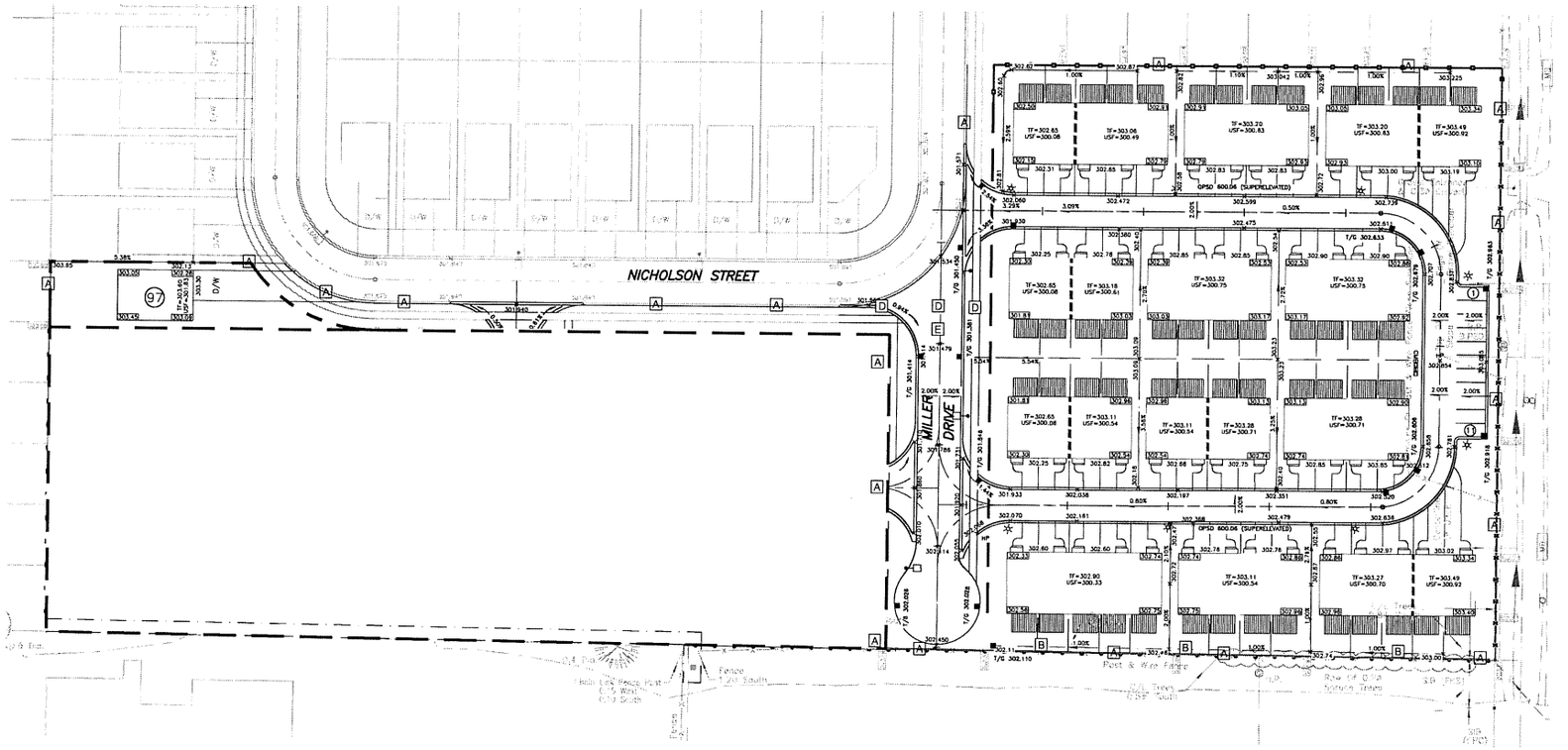
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PLOT DATE: 2019-07-15 @ 11:41:00 AM PLOT SCALE: 1:254.4 PLOT STYLE TABLE: DILLON-STANDARD.CTB
LONDON

August 13, 2019
Page 51 of 62

SCHEDULE "L"
GRADING PLAN



LOT GRADING LEGEND
NTS



EROSION & SEDIMENTATION CONTROL NOTES

1. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
3. MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
4. ALL COLLECTED SEDIMENT TO BE DISPOSED OF AT AN APPROVED LOCATION.
5. MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
6. ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN.
7. PROTECT ALL CATCHBASINS, MANHOLES AND PIPE ENDS FROM SEDIMENTATION INTRUSION WITH GEOTEXTILE (TERRAFIX 270R).
8. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
9. PREVENT WIND-BLOWN DUST.
10. STRAW BALES TO BE USED IN LOCALIZED AREAS AS SHOWN AND AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION.
11. STRAW BALES TO BE DETERMINED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
12. OBTAIN APPROVAL FROM UTRCA PRIOR TO CONSTRUCTION.
13. ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
14. ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.

LOT GRADING NOTES:

1. EXISTING DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
2. RETAINING WALLS, 1m HIGH OR GREATER, ARE TO BE DESIGNED AND CONSTRUCTED TO THE SPECIFICATIONS OF A REGISTERED PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE ONTARIO BUILDING CODE.

SITE SPECIFIC SEDIMENT CONTROL NOTES

- A SILT FENCING. SEE DETAIL PAGE.
- B STRAW BALES IN SWALE
- C GEOTEXTILE PROTECTION IN CATCH BASIN
- D STABLE GRAVEL ENTRANCE TO SITE
- E DUST CONTROL / WATERING WHEN REQUIRED.

LEGEND
- PROPOSED GROUND GRADE
- PROPOSED GROUND ELEVATION
- PROPOSED SWALE GRADE
- PROPOSED SWALE ELEVATION
- EXISTING ELEVATION
- REAR YARD SWALE
- RETAINING WALL
- PROPOSED STEP IN BUILDING

Conditions of Use

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LICENSED PROFESSIONAL ENGINEER J. D. JOHNSON 100157328 PROVINCE OF ONTARIO

DILLON CONSULTING

NO.	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: BJP | REVIEWED BY: RDA
DRAWN: BJP | CHECKED BY: JDJ
DATE: JULY 2019
SCALE: 1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO: 115033

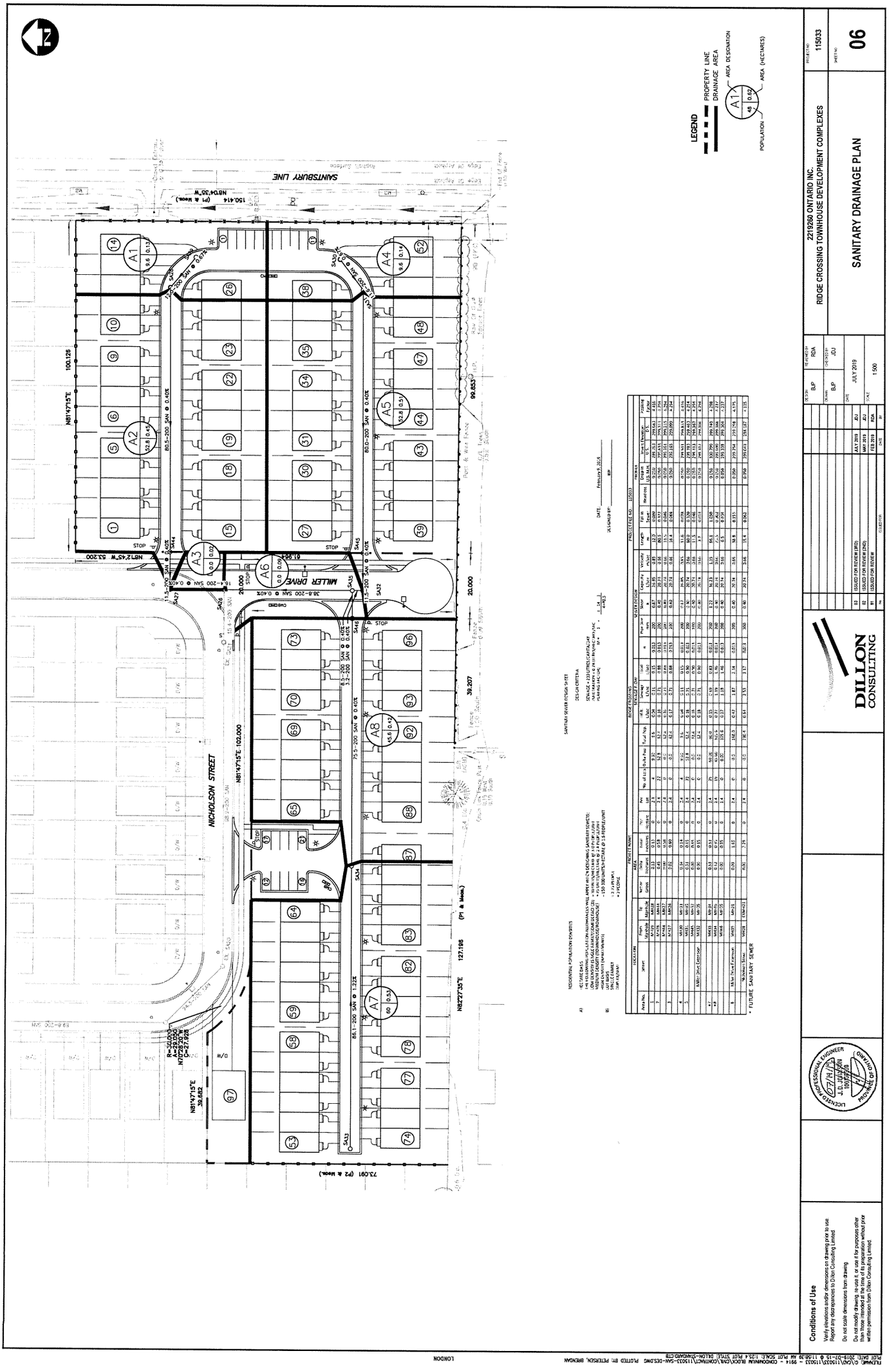
GRADING PLAN

SHEET NO: 05

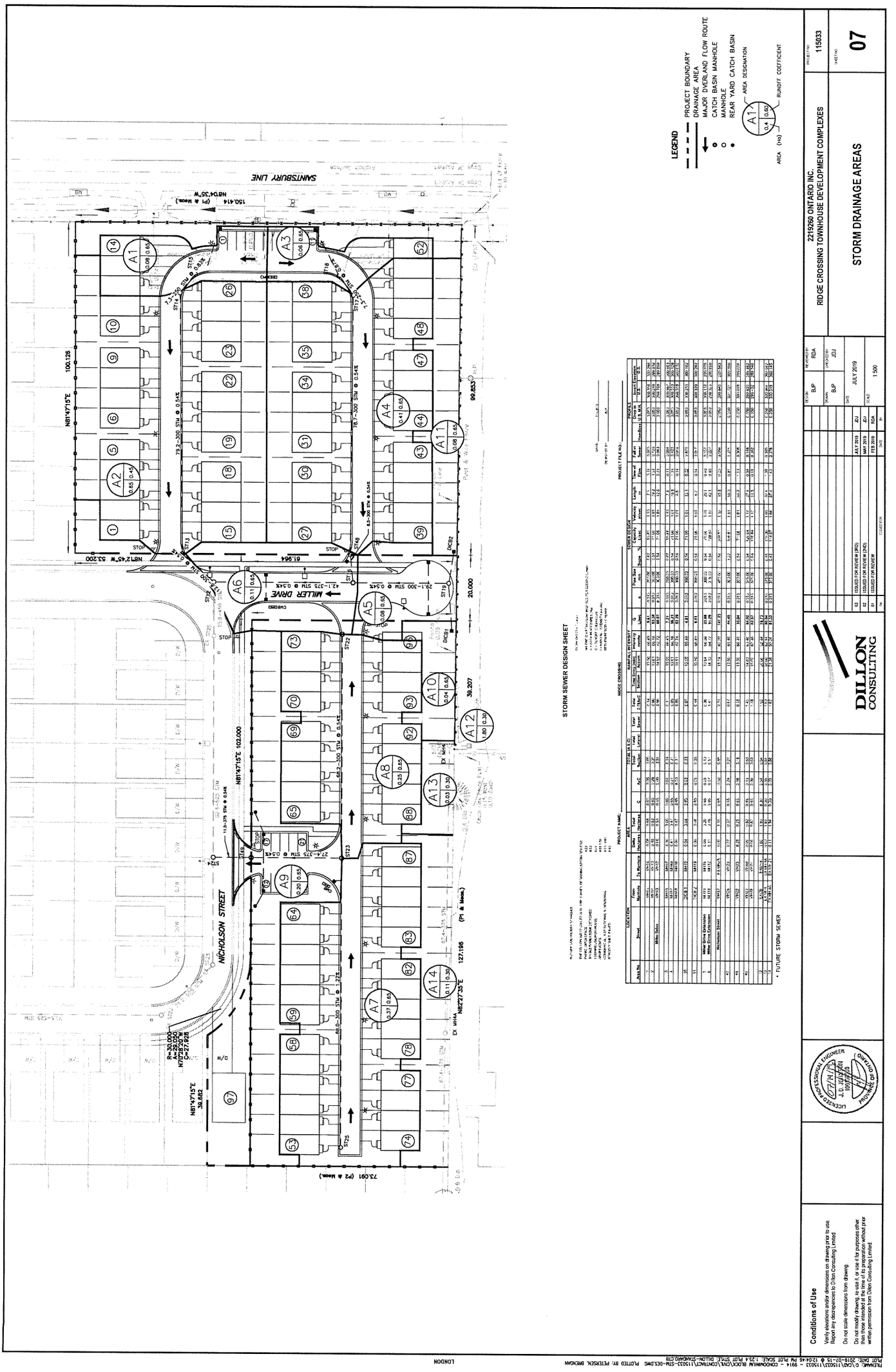
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August 13, 2019

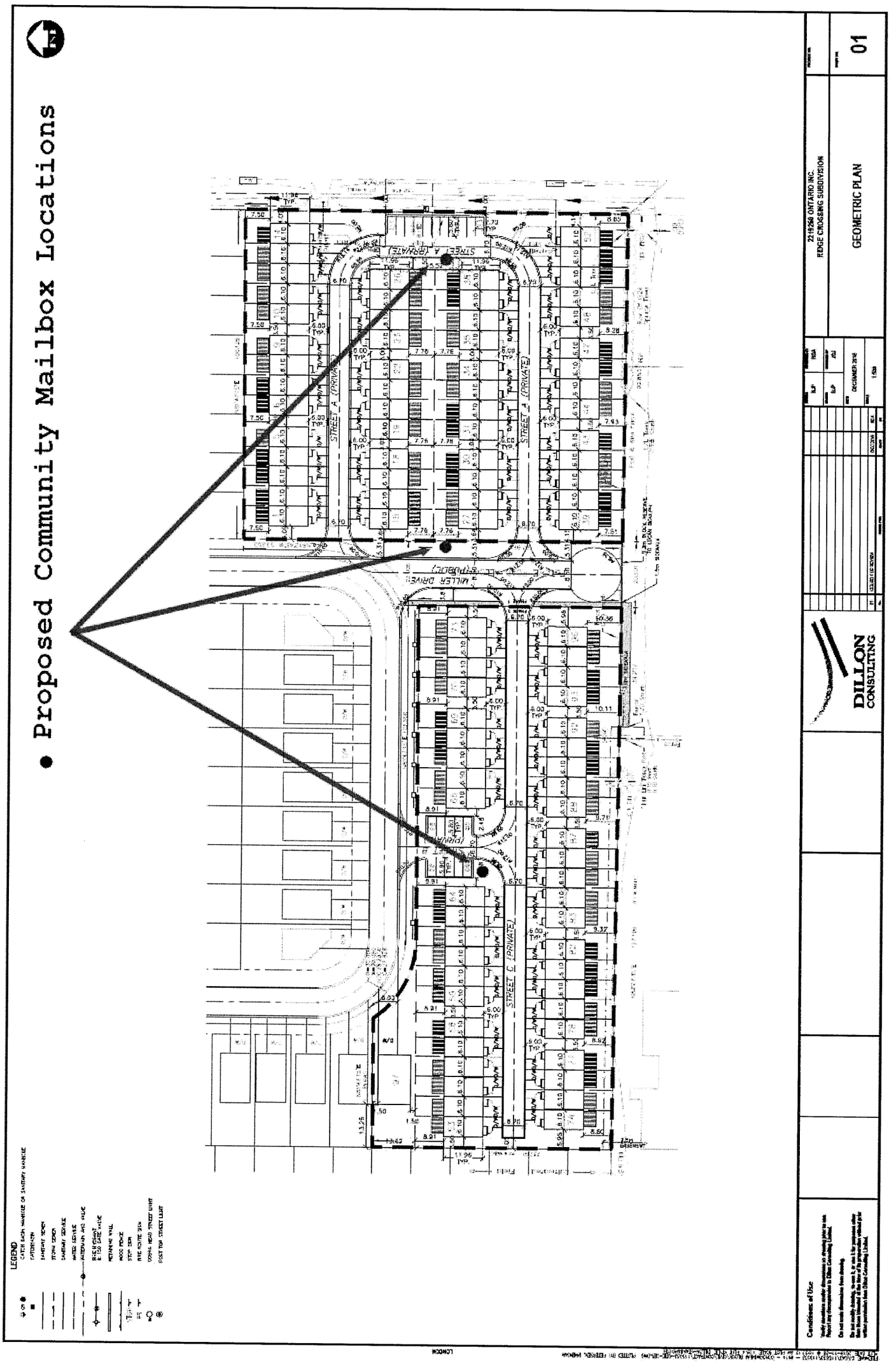
SCHEDULE "M"
SANITARY DRAINAGE PLAN


SAINTSBURY LINE
MILLER DRIVE
NICHOLSON STREET
LEGEND
PROPERTY LINE
DRAINAGE AREA
AREA DESIGNATION
POPULATION
AREA (HECTARES)
SANITARY SEWER DESIGN SHEET
DESIGN CRITERIA
DATE: February 9, 2016
DATE: JANUARY
PROJECT/FILE NO.: 115033
RIDGE CROSSING
DESIGNED BJP
DRAWN BJP
CHECKED JDJ
DATE JULY 2019
SCALE 1:500
SANITARY DRAINAGE PLAN
DRAWING NO. 06
PROJECT NO. 115033
2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES
DILLON CONSULTING
LONDON
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SCHEDULE "N"
STORM DRAINAGE AREAS


SAINTSBURY LINE
MILLER DRIVE
NICHOLSON STREET
LEGEND
PROJECT BOUNDARY
DRAINAGE AREA
MAJOR OVERLAND FLOW ROUTE
CATCH BASIN MANHOLE
MANHOLE
REAR YARD CATCH BASIN
AREA DESIGNATION
RUNOFF COEFFICIENT
AREA (Ha)
STORM SEWER DESIGN SHEET
* FUTURE STORM SEWER
2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES
115033
STORM DRAINAGE AREAS
07
DILLON CONSULTING
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LONDON

SCHEDULE "O"
CANADA POST COMMUNITY MAILBOXES


Proposed Community Mailbox Locations
LEGEND
GEOMETRIC PLAN
01
DILLON CONSULTING
2219260 ONTARIO INC.
RIDGE CROSSING SUBDIVISION
STREET A (PRIVATE)
STREET B (PRIVATE)
STREET C (PRIVATE)
MILLER DRIVE

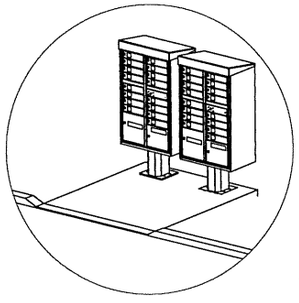
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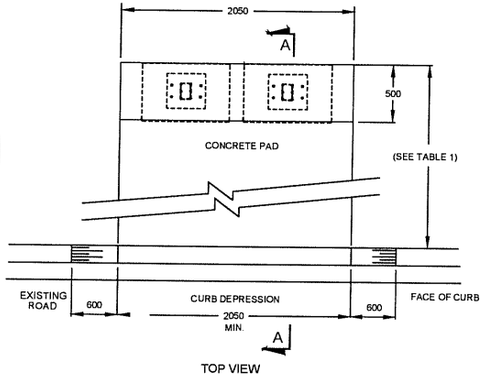
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NOTES:

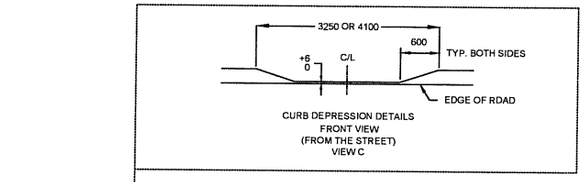
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING CODE. ABIDE BY LOCAL MUNICIPAL BY-LAWS AND REGULATORY AGENCIES THAT MAY AFFECT THE WORK.
2. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS AND ASSUME RESPONSIBILITY FOR EXISTING SERVICES (WATER; POWER; SEWAGE; GAS ETC.) THAT EXIST AT THE SITE.
3. CONCRETE SLAB TO HAVE A MINIMUM THICKNESS OF 150 mm.
4. CONCRETE SLAB SHALL BE PLACED ON 150 mm MINIMUM THICK BASE OF GRANULAR MATERIAL (OPSS GRANULAR 'A' OR EQUIVALENT) COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.
5. GRANULAR BASE SHALL BE PLACED ON SOIL CAPABLE OF SAFELY SUSTAINING A BEARING PRESSURE OF NOT LESS THAN 30 kPa.
6. CONCRETE CONSTRUCTION SHALL CONFORM TO CSA A23.1.
7. CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CSA A23.1 AND CSA 23.2.
8. CSA A23.1 CONCRETE EXPOSURE CLASSIFICATION TO BE C-1 WITH THE FOLLOWING PROPERTIES:
   - MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 35 MPA
   - MINIMUM WATER TO CEMENTING MATERIALS RATIO: 0.40
   - MAXIMUM COARSE AGGREGATE SIZE: 20 mm
   - MAXIMUM SLUMP: 90 mm
   - AIR CONTENT: 5% TO 8%
9. SURFACE OF SLAB TO BE SLOPED 2% -0/+4% TO THE NEAREST PLUVIAL DRAIN.
10. TOP OF SLAB TO HAVE A TEXTURED BROOM FINISH TO CSA A23.1. EDGES OF SLAB TO HAVE A SMOOTH TOOLED FINISH.
11. SLAB REINFORCEMENT TO BE 152mm X 152mm, MW 25.8 X MW 25.8 WELDED WIRE FABRIC CONFORMING TO ASTM 1064M. REINFORCEMENT TO BE PLACED AT MID-DEPTH OF SLAB OR APPROVED EQUIVALENT.
12. APPLY PIGMENTED CURING COMPOUND TO SURFACE OR REBAR OF SLAB IN ACCORDANCE WITH ASTM C309 TYPE 2 (WHITE COLOUR), CLASS B (RESIN).
13. ALL SITE LOCATIONS REQUIRE CPC AND MUNICIPAL APPROVAL.
14. IF SITE CONDITIONS LIMIT PLACEMENT, CONTACT CPC FOR ASSISTANCE.
15. LARGER PADS AND NUMBER OF BOXES PERMITTED WITH CPC INPUT.

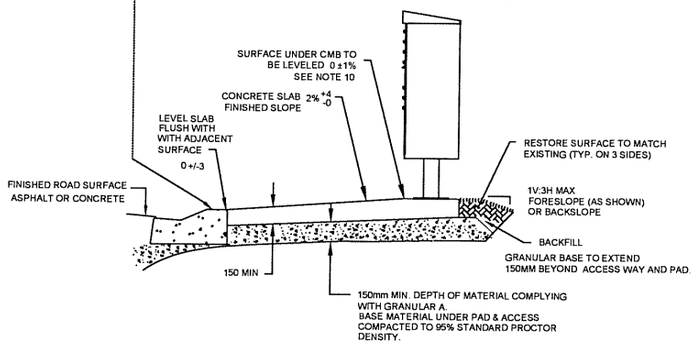
1 OR 2 MODULES



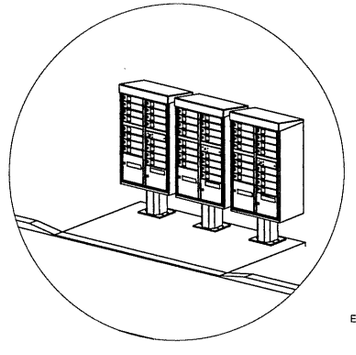


TOP VIEW





SECTION A-A



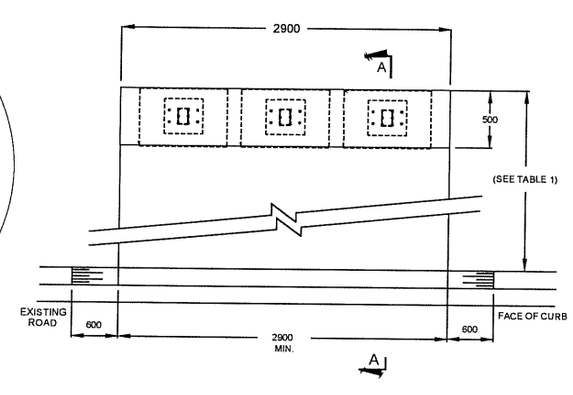


TABLE 1

**IF ROAD IS NOT USED AS A THROUGH ROAD / LORSQUE LA ROUTE N'EST PAS UTILISÉ À TITRE DE CHEMIN TRANSIT

TYPE OF CURB / TYPE DE BORDURE	PAD DEPTH / PROFONDEUR DE BORDURE	**PAD DEPTH / PROFONDEUR DE BORDURE
road/route MG 20 — BORDURE VERTICAL / BARRIER CURB	2100 mm	1500mm
road/route MG 20 — BORDURE DE BETON CANIVEAU / BARRIER/GUTTER CURB	1700mm	1100mm
road/route MG 20 — BORDURE FARNCHISSABLE / MOUNTABLE CURB	2200mm	N/A

REV # # RÉV	DATE	BY PAR	CHKD VÉR	EA RG	DCC CCD
	DESCRIPTION				

CANADA POSTES POST CANADA

ENGINEERING SERVICES / SERVICES D'INGÉNERIE		DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	M. ALLARD	20-06-2014
UPDATED BY MISE A JOUR PAR	C. FOLEY	16-06-2016
CHECKED BY VÉRIFIÉ PAR	P. BENOIT	16-06-2016
ENGINEERING AUTH RESP. OU GÉNIE	T. MACGILLIVRAY	16-06-2016
PROJECT PROJET		
CPC ID	E10X-ENG-06	
TITLE TITRE	DEVELOPER PROVIDED CONCRETE PAD SPECIFICATIONS - ROAD FACING INSTALLATION	
SCALE ÉCHELLE	NTS	SHEET FEUILLE 1 OF DE 1 — REV: 01

August 13, 2019

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2. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS AND ASSUME RESPONSIBILITY FOR EXISTING SERVICES (WATER; POWER; SEWAGE; GAS ETC.) THAT EXIST AT THE SITE.

3. CONCRETE SLAB TO HAVE A MINIMUM THICKNESS OF 150 mm.

4. CONCRETE SLAB SHALL BE PLACED ON 150 mm MINIMUM THICK BASE OF GRANULAR MATERIAL (OPSS GRANULAR 'A' OR EQUIVALENT) COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

5. GRANULAR BASE SHALL BE PLACED ON SOIL CAPABLE OF SAFELY SUSTAINING A BEARING PRESSURE OF NOT LESS THAN 30 kPa.

6. CONCRETE CONSTRUCTION SHALL CONFORM TO CSA A23.1.

7. CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CSA A23.1 AND CSA 23.2.

8. CSA A23.1 CONCRETE EXPOSURE CLASSIFICATION TO BE C-1 WITH THE FOLLOWING PROPERTIES:

- MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 35 MPA
- MINIMUM WATER TO CEMENTING MATERIALS RATIO: 0.40
- MAXIMUM COARSE AGGREGATE SIZE: 20 mm
- MAXIMUM SLUMP: 90 mm
- AIR CONTENT: 5% TO 8%

9. SURFACE OF SLAB TO BE SLOPED 2% -0/+4% TO THE NEAREST PLUVIAL DRAIN.

10. TOP OF SLAB TO HAVE A TEXTURED BROOM FINISH TO CSA A23.1. EDGES OF SLAB TO HAVE A SMOOTH TOOLED FINISH.

11. SLAB REINFORCEMENT TO BE 152mm X 152mm, MW 25.8 X MW 25.8 WELDED WIRE FABRIC CONFORMING TO ASTM 1064M. REINFORCEMENT TO BE PLACED AT MID-DEPTH OF SLAB OR APPROVED EQUIVALENT.

12. APPLY PIGMENTED CURING COMPOUND TO SURFACE OR REBAR OF SLAB IN ACCORDANCE WITH ASTM C309 TYPE 2 (WHITE COLOUR), CLASS B (RESIN).

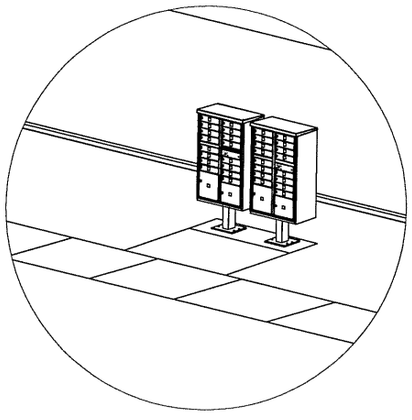
13. PROVIDE A MINIMUM SETBACK DISTANCE OF 2000 mm FROM ANY EDGE OF MAILBOX TO NEAREST EDGE OF TRAVELLED ROADWAY.

14.- IF THERE IS A VERTICAL CURB, SETBACK CAN BE REDUCED TO 1800mm FROM CMB TO EDGE OF CURB. THIS DISTANCE CAN ALSO BE REDUCED DOWN TO 1200mm ONLY IF ROAD IS NOT USED AS A THRU ROAD OR THERE IS A BARRIER PROTECTING THE TRAVELLED SIDE.

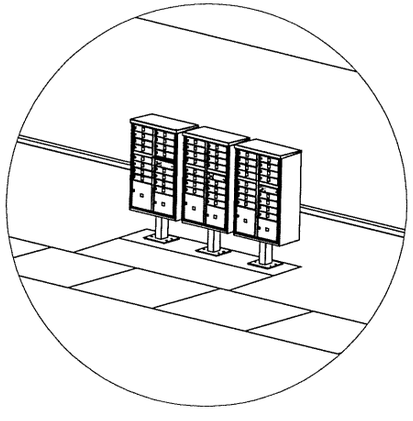
15.-ALL SITE LOCATIONS REQUIRE CPC AND MUNICIPAL APPROVAL.

16.- IF SITE CONDITIONS LIMIT PLACEMENT, CONTACT CPC FOR ASSISTANCE.

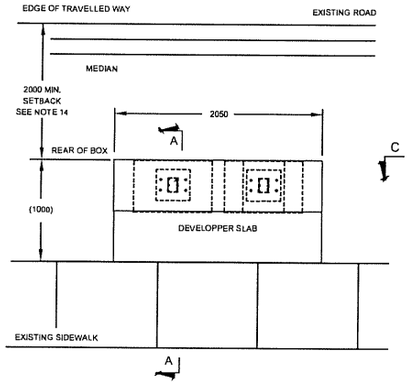
17.- LARGER PADS AND NUMBER OF BOXES PERMITTED WITH CPC INPUT.



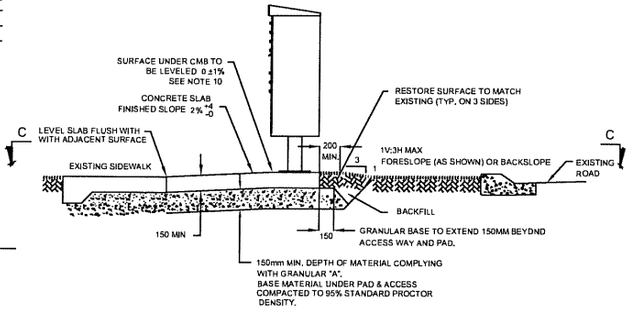
COMMUNITY MAILBOX SHOWN WITH PEDESTAL INSTALLATION.
PRECAST CONCRETE BALLASTED BASE COULD ALSO BE USED.



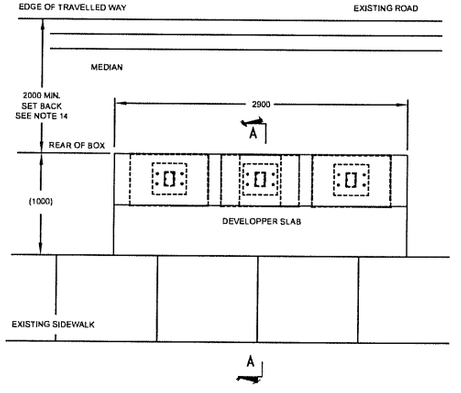
* EQUIPEMENT FLOORPRINT SHOWNED FOR REFERENCE ONLY.



TOP VIEW



SECTION A-A



TOP VIEW

SIDEWALK BLVD INSTALLATION

REV # / # RÉV	DATE	BY / PAR	CHKD / VÉR	EA / RG	DCC / CCD
	DESCRIPTION				

CANADA POSTES / POST CANADA

ENGINEERING SERVICES / SERVICES D'INGÉNERIE		DATE DD-MM-YYYY / JJ-MM-AAAA
CREATED BY / CRÉÉ PAR	N. ALLARD	20-06-2014
CHECKED BY / VÉRIFIÉ PAR	P. BENOIT	20-06-2014
ENGINEERING AUTH. RESP. DU GÉNIE	T. MACGILLIVRAY	20-06-2014
PROJECT / PROJET		
CPC ID	E10X-ENG-08	
TITLE / TITRE	DEVELOPER PROVIDED CONCRETE PAD SPECIFICATIONS - BOULEVARD INSTALLATION	
SCALE / ÉCHELLE NTS	SHEET / FEUILLE 1 OF / DE 1	REV: 01

TOLERANCES
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS.
SAUF SI SPÉCIFICATIONS CONTRAIRE, DIMENSIONS SONT EN MILLIMÈTRES
DCC: X ± 1, X.X ± 2, X.XX ± 15
ANGLES ± 1°
CONFORMS TO / CONFORME À CSA S78.3

August 13, 2019

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© SOCIÉTÉ CANADIENNE DES POSTES, TOUS DROITS RÉSERVÉS.
CE DOCUMENT CONTIENT DES INFORMATIONS CONFIDENTIELLES ET EXCLUSIVES À POSTES CANADA. CETTE INFORMATION NE PEUT ÊTRE UTILISÉ, COMMUNIQUÉ OU REPRODUITE, EN TOTALITÉ OU EN PARTIE, SANS L'ACCORD ÉCRIT DE POSTE CANADA.

NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING CODE. ABIDE BY LOCAL MUNICIPAL BY-LAWS AND REGULATORY AGENCIES THAT MAY AFFECT THE WORK.

2. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS AND ASSUME RESPONSIBILITY FOR EXISTING SERVICES (WATER; POWER; SEWAGE; GAS ETC.) THAT EXIST AT THE SITE.

3. CONCRETE SLAB TO HAVE A MINIMUM THICKNESS OF 150 mm.

4. CONCRETE SLAB SHALL BE PLACED ON 150 mm MINIMUM THICK BASE OF GRANULAR MATERIAL (OPSS GRANULAR 'A' OR EQUIVALENT) COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

5. GRANULAR BASE SHALL BE PLACED ON SOIL CAPABLE OF SAFELY SUSTAINING A BEARING PRESSURE OF NOT LESS THAN 30 kPa.

6. CONCRETE CONSTRUCTION SHALL CONFORM TO CSA A23.1.

7. CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CSA A23.1 AND CSA 23.2.

8. CSA A23.1 CONCRETE EXPOSURE CLASSIFICATION TO BE C-1 WITH THE FOLLOWING PROPERTIES:

- MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 35 MPA
- MINIMUM WATER TO CEMENTING MATERIALS RATIO: 0.40
- MAXIMUM COARSE AGGREGATE SIZE: 20 mm
- MAXIMUM SLUMP: 90 mm
- AIR CONTENT: 5% TO 8%

9. SURFACE OF SLAB TO BE SLOPED 2% -0/+4% TO THE NEAREST PLUVIAL DRAIN.

10. TOP OF SLAB TO HAVE A TEXTURED BROOM FINISH TO CSA A23.1. EDGES OF SLAB TO HAVE A SMOOTH TOOLED FINISH.

11. SLAB REINFORCEMENT TO BE 152mm X 152mm, MW 25.8 X MW 25.8 WELDED WIRE FABRIC CONFORMING TO ASTM 1064M. REINFORCEMENT TO BE PLACED AT MID-DEPTH OF SLAB OR APPROVED EQUIVALENT.

12. APPLY PIGMENTED CURING COMPOUND TO SURFACE OR REBAR OF SLAB IN ACCORDANCE WITH ASTM C309 TYPE 2 (WHITE COLOUR), CLASS B (RESIN).

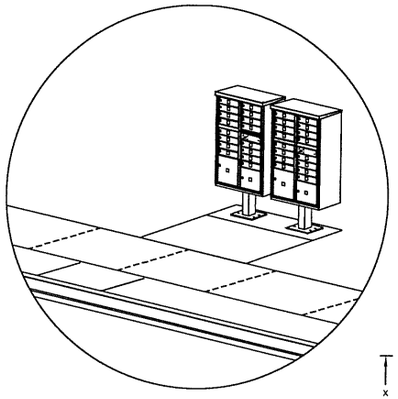
13. PROVIDE A MINIMUM SETBACK DISTANCE OF 2000 mm FROM ANY EDGE OF MAILBOX TO NEAREST EDGE OF TRAVELLED ROADWAY.

14.- ALL SITE LOCATIONS REQUIRE CPC AND MUNICIPAL APPROVAL.

15.- IF SITE CONDITIONS LIMIT PLACEMENT, CONTACT CPC FOR ASSISTANCE.

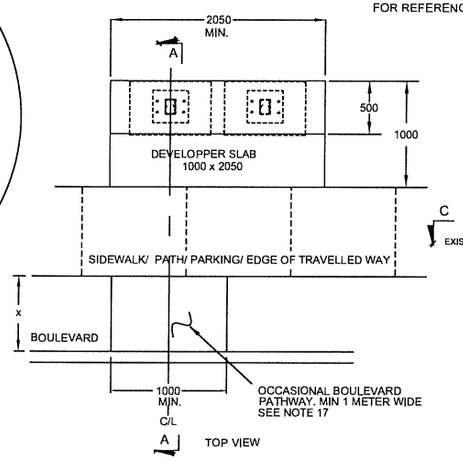
16.- LARGER PADS AND NUMBER OF BOXES PERMITTED WITH CPC INPUT.

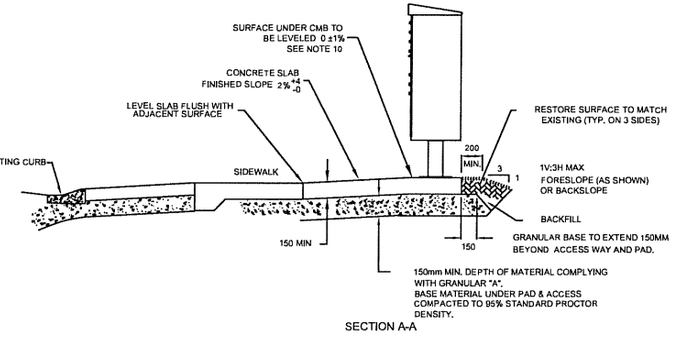
17.- BOULEVARD CUT-THROUGH ONLY REQUIRED IF THERE IS NO ACCESS POINT WITHIN 30.5 METERS.



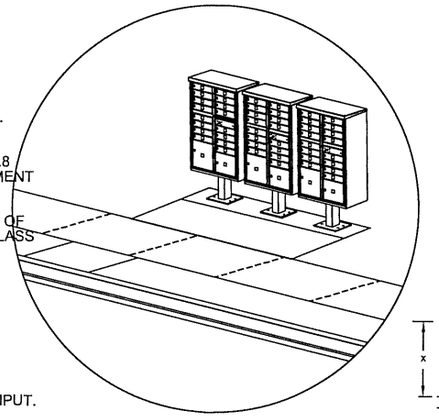
COMMUNITY MAILBOX SHOWN WITH PEDESTAL INSTALLATION.
PRECAST CONCRETE BALLASTED BASE COULD ALSO BE USED.

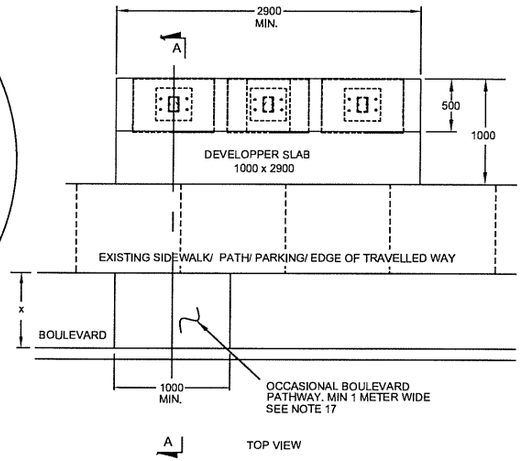
* EQUIPEMENT FLOORPRINT SHOWN FOR REFERENCE ONLY.





SECTION A-A





SIDEWALK ROAD FACING

REV # / # RÉV	DATE	BY / PAR	CHKD / VÉR	EA / RG	DCC / CCD
	DESCRIPTION				

CANADA POSTES / POST CANADA

ENGINEERING SERVICES / SERVICES D'INGÉNERIE		DATE DD-MM-YYYY / JJ-MM-AAAA
CREATED BY / CRÉÉ PAR	M. ALLARD	20-06-2014
CHECKED BY / VÉRIFIÉ PAR	P. BENOIT	20-06-2014
ENGINEERING AUTH. RESP. DU GÉNIE	T. MACGILLIVRAY	20-06-2014
PROJECT / PROJET		
CPC ID	E10X-ENG-07	
TITLE / TITRE	DEVELOPER PROVIDED CONCRETE PAD SPECIFICATIONS - SIDEWALK INSTALLATION	
SCALE / ÉCHELLE	NTS	SHEET / FEUILLE 1 OF / DE 1 — REV: 02

TOLERANCES
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN MILLIMETERS.
SAUF SI SPÉCIFICATIONS CONTRAIRE DIMENSIONS SONT EN MILLIMÈTRES
DEC: X ±1, X.X ±.3, X.XX ±.15
ANGLES ±1°
CONFORMS TO / CONFORME À CSA B182

August 13, 2019

Township of Lucan Biddulph

BY-LAW NO. 39-2019

A by-law authorizing the execution of an agreement between 2219260 Ontario Inc. (hereinafter referred to as the "Subdivider") and the Corporation of the Township of Lucan Biddulph (hereinafter referred to as the "Township")

WHEREAS the Subdivider and the Township entered into a Subdivision Agreement, effective March 26, 2018 (hereinafter the "Subdivision Agreement") which was registered on title to Plan 33M-739 as Instrument No. ER1161571 on the 26th day of March, 2018;

AND WHEREAS the Subdivider and the Township entered into a Subdivision Amending Agreement, effective August 17, 2018 (hereinafter the First Subdivision Amending Agreement);

AND WHEREAS the Subdivider and the Township wish to further amend certain paragraphs of the Subdivision Agreement and add certain covenants to the development of the Phase 2 Lands as defined herein;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts as follows:

1. That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with 2219260 Ontario Inc.

2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule "A", provided that the agreement is to the satisfaction of the Township's solicitor.

3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 17TH DAY OF AUGUST, 2018.

MAYOR

CLERK

THIS AGREEMENT made this day of August, 2019.

B E T W E E N:

2219260 ONTARIO INC.,

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(hereinafter referred to as the "**Township**")

OF THE SECOND PART

WHEREAS:

A. The Subdivider and the Township entered into a Subdivision Agreement effective March 26, 2018 (hereinafter the "Subdivision Agreement"), which was registered on title to Plan 33M-739 as Instrument Number ER1161571 on the 26th day of March, 2018;

B. A Subdivision Amending Agreement was entered into effective August 17, 2018 (hereinafter the "First Subdivision Amendment Agreement");

C. The Subdivider and the Township wish to further amend certain paragraphs of the Subdivision Agreement and add certain covenants to the development of the Phase 2 Lands as defined herein.

NOW THEREFORE WITNESSETH that in consideration of the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged, the Township and Subdivider covenant and agree that the Subdivision Agreement be and the same is hereby amended as follows:

INCORPORATION OF RECITALS

1. The above recitals are true and are hereby incorporated into this Amended Subdivision Agreement by reference.

INCORPORATION OF THE SUBDIVISION AGREEMENT AND FIRST SUBDIVISION AMENDMENT AGREEMENT

2. Subject to the terms herein, the Subdivider and the Township agree that the provisions of the Subdivision Agreement and the First Subdivision Amendment Agreement concerning the Phase 2 Lands and Plan 33M-739 are incorporated herein. For clarity, Plan 33M-739 is annexed hereto as **Schedule "A"**. All definitions in the Subdivision Agreement and the First Subdivision Amendment Agreement shall have the same meaning as the corresponding definitions herein.

REGISTRATION OF AGREEMENT

3. Pursuant to Section 51(26) of the Planning Act, the Subdivider consents to and will register this Agreement against the title to all of Plan 33M-739, with the intent and purpose that this Agreement and all of the Subdivider's covenants herein shall run with the said Lands.

CONSENT APPLICATION

4. The Subdivider and the Township hereby acknowledge that the Subdivider has submitted a Committee of Adjustment Application having File Number B-3-2019 (the "Consent Application") for the creation of a new lot within the Phase 2 Lands. A copy of the decision of the Committee of Adjustment dated April 16, 2019 is attached as **Schedule "B"** in relation to the application for the creation of the new lot (the "Provisional Consent"). The Subdivider hereby agrees to take such actions as may be required to fulfill the conditions as set out in the Provisional Consent.

5. The Parties acknowledge that the Lot that is contemplated under the Provincial Consent (the "New Lot") shall have the dimensions as set out in Part 1 and Part 2 of Reference Plan 33R-20385, a copy of which is annexed hereto as **Schedule "C"**.

6. The New Lot shall have a municipal address of 13 Nicholson Street. The Services and the Works required for the New Lot are hereby deemed to constitute part of the Phase 2 Works that are contemplated in the Subdivision Agreement and the First Subdivision Amendment Agreement. The Phase 2 Works for the New Lot shall be installed in accordance with the Drawings set out in **Schedule "D"** of this Agreement

and shall be substantially similar to the Works and services that apply to all Lots in Plan 33M-739.

7. The increase in the cost of the Phase 2 Works for the New Lot shall be estimated by the Subdivider. The Township shall review such estimates and provide comments to the Subdivider. Once the Subdivider and the Township agree on the estimated increase in costs relating to the Phase 2 Works for the New Lot, the Subdivider shall deliver security in a form satisfactory to the Township in the amount of the estimated cost increase to the Township to secure completion of all the Phase 2 Works, including but not limited to that portion of the Phase 2 Works attributable to the New Lot, which amount shall be determined by the Township in its sole discretion and which security shall be provided in advance of the issuance of any building permit for the New Lot.

EXTENSION OF MILLER DRIVE

8. The Subdivider shall complete all the Works required to extend Miller Drive over Block 105 of Plan 33M-739 in accordance with the Drawings set out in **Schedule "E"** hereto. All Works required to complete the extension of Miller Drive (the "Miller Drive Extension") as contemplated in **Schedule "E"** shall form part of the Phase 2 Works.

9. Without limiting the obligations under this Amending Agreement, the Subdivision Agreement and the First Subdivision Amendment Agreement, the Subdivider acknowledges that the following work will be required for the development of the New Lot and the Extension of Miller Drive:

a. An amended Phase 2 Work Schedule as it relates to the New Lot;
b. An amended Phase 2 Work Schedule as it relates to the Extension of Miller Drive;
c. General Grading Plan for the New Lot;
d. Construction Work Plan for the New Lot and the Extension of Miller Drive;
e. Stormwater Management Plan for the New Lot;
f. All services for the New Lot shall be completed and form part of the Phase 2 Works;
g. The Building Envelope location must be identified and approved by the Township as part of the Phase 2 Works;

h. The entrance location for the New Lot must be reviewed and approved by the Township;

i. Satisfactory evidence must be provided to the Township that the Lot Grading Plan for the New Lot conforms with the adjacent Subdivision Lots that form part of the Phase 2 Lands and Plan 33M-739.

SECURITY FOR MILLER DRIVE EXTENSION

10. The Subdivider and the Township agree that the estimated costs of the Miller Drive Extension is $445,012.65. As security, a Letter of Credit shall be delivered to the Township by the Subdivider in the amount of $445,012.65 to secure completion of that portion of the Phase 2 Works relating to the Miller Drive Extenstion. A copy of the estimated costs pertaining to the Miller Drive Extension is annexed hereto as **Schedule "F"**.

APPLICATION OF SUBDIVISION AGREEMENT AND FIRST SUBDIVISION AMENDMENT AGREEMENT

11. Unless otherwise provided herein, the Subdivider and the Township acknowledge that all terms, covenants and provisions of the Subdivision Agreement and the First Subdivision Amendment Agreement shall apply to the Phase 2 Works for the New Lot and the Miller Drive Extension.

12. All other terms, covenants, provisions and conditions of the Subdivision Agreement and the First Subdivision Amendment Agreement shall remain in full force and effect. This Agreement shall amend the Subdivision Agreement and the First Subdivision Amendment Agreement only insofar as any term, covenant and provision is specifically amended. The Subdivision Agreement and the First Subdivision Amendment Agreement are in all other respects hereby confirmed. To the extent that the Subdivision Agreement, the First Subdivision Amendment Agreement and this Amending Agreement address the same subject matter, the Subdivider and the Township hereby acknowledge that the covenants with the highest standard shall prevail. All terms, covenants and provisions of this Amending Agreement, the Subdivision Agreement and the First Subdivision Amendment Agreement are cumulative and the Subdivider must comply with all such terms, covenants and provisions.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or caused to be affxed their corporate seals under the hands of their duly authorized officers, as the case may be.

2219260 ONTARIO INC.

Per: _____

Per: _____

I/We have authority to bind the Corporation.

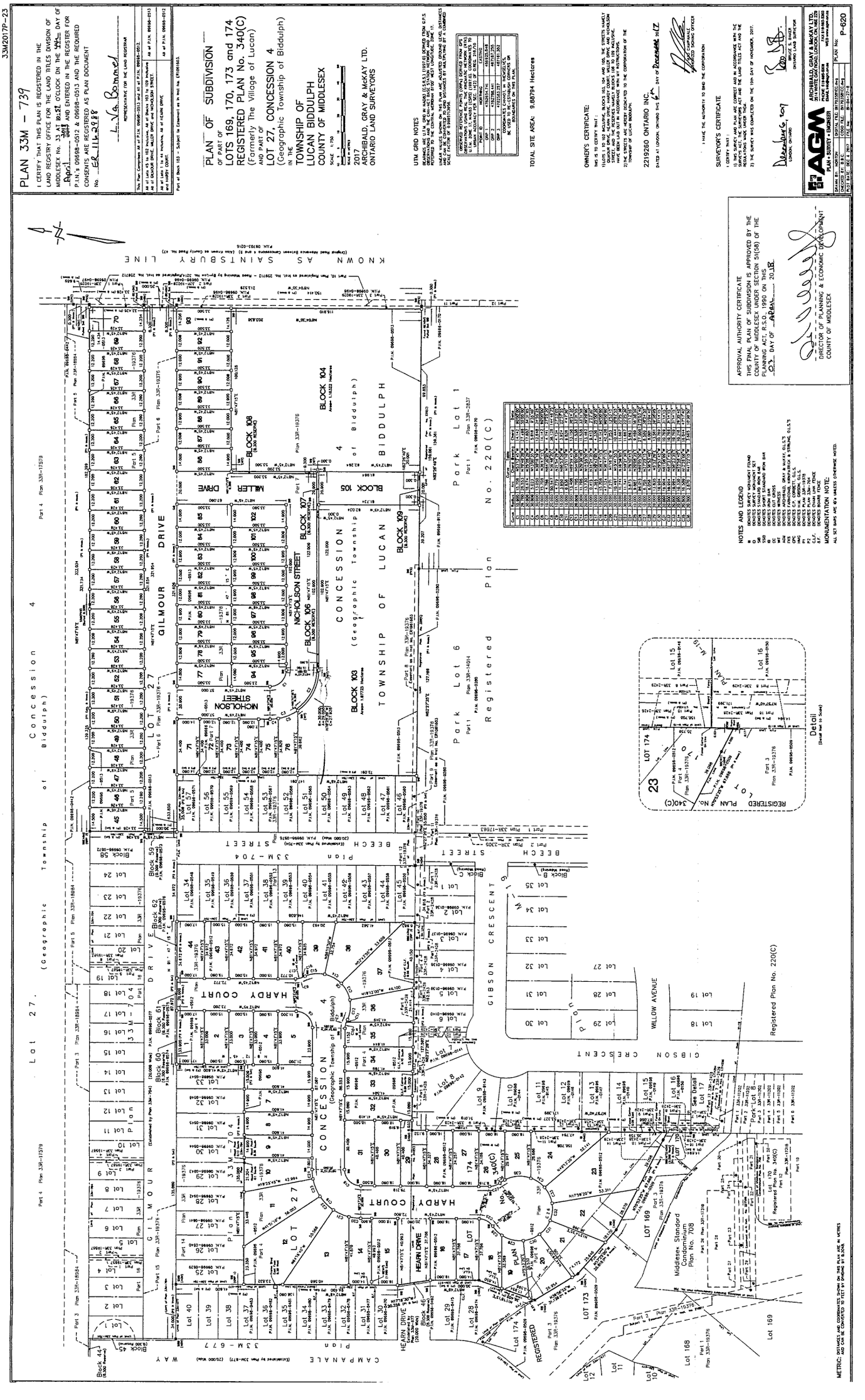
THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Per: _____
Mayor

Per: _____
Clerk

We have authority to bind the Corporation

SCHEDULE "A"
PLAN 33M-739


PLAN 33M – 739
PLAN OF SUBDIVISION OF PART OF LOTS 169, 170, 173 and 174 REGISTERED PLAN No. 340(C) (Formerly The Village of Lucan) AND PART OF LOT 27, CONCESSION 4 (Geographic Township of Biddulph) IN THE TOWNSHIP OF LUCAN BIDDULPH COUNTY OF MIDDLESEX
SCALE 1:750
ARCHIBALD, GRAY & McKAY LTD. ONTARIO LAND SURVEYORS
2017
TOTAL SITE AREA: 9.88794 Hectares
OWNER'S CERTIFICATE:
2219260 ONTARIO INC.
SURVEYOR'S CERTIFICATE
APPROVAL AUTHORITY CERTIFICATE
DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT
COUNTY OF MIDDLESEX
NOTES AND LEGEND
Concession 4 (Geographic Township of Biddulph)
TOWNSHIP OF LUCAN BIDDULPH
Registered Plan No. 220(C)
Registered Plan No. 340(C)
Registered Plan No. 708
Middlesex Standard Condominium Plan No. 708
GILMOUR DRIVE
NICHOLSON STREET
MILLER DRIVE
BEECH STREET
HARDY COURT
HEARN DRIVE
GIBSON CRESCENT
WILLOW AVENUE
CAMPANALE WAY
KNOWN AS SAINTSBURY LINE
Detail

SCHEDULE "B"
COMMITTEE OF ADJUSTMENT DECISION

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
P.O. BOX 190 LUCAN, ONTARIO NOM 2JO

RE: COMMITTEE OF ADJUSTMENT APPLICATION
FILE NO. B-3-2019

ENCLOSED HEREWITH IS A CERTIFIED COPY OF THE DECISION OF THE COMMITTEE OF ADJUSTMENT FOR THE TOWNSHIP OF LUCAN BIDDULPH.

PLEASE BE ADVISED THAT THE AFOREMENTIONED DECISION BECOMES FINAL AND BINDING 20 DAYS AFTER THE GIVING OF NOTICE OF DECISION, UNLESS APPEALED TO THE ONTARIO MUNICIPAL BOARD.

THE LAST DATE FOR APPEALING TO THE ONTARIO MUNICIPAL BOARD WILL BE:

May 13th, 2019

BY FILING WITH THE CLERK OF THE TOWNSHIP OF LUCAN BIDDULPH A NOTICE OF APPEAL SETTING OUT WRITTEN REASONS IN SUPPORT OF THE APPEAL IN ACCORDANCE WITH SECTION 53(19) OF THE PLANNING ACT, R.S.O. 1990, AGAINST THE DECISION OF THE COMMITTEE OF ADJUSTMENT MAY BE MADE BY SERVING PERSONALLY ON OR SENDING BY REGISTERED MAIL.

PLEASE NOTE THE NOTICE OF APPEAL MUST BE ACCOMPANIED BY THE FEE PRESCRIBED UNDER THE ONTARIO MUNICIPAL BOARD ACT, IN THE FORM OF A CERTIFIED CHEQUE OR MONEY ORDER PAYABLE TO THE MINISTER OF FINANCE.

R.J. REYMER, SECRETARY-TREASURER
COMMITTEE OF ADJUSTMENT
TOWNSHIP OF LUCAN BIDDULPH
E-mail: rreymer@lucanbiddulph.on.ca

Dated this 23rd day of April, 2019

DECISION OF THE COMMITTEE OF ADJUSTMENT FOR THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

APPLICATION NO. B-3-2019

HEARING DATE: Tuesday, April 16, 2019

Decision of the Committee of Adjustment

THAT **Application for Consent B-3/2019** filed by Dillon Consulting Ltd. (Jason Johnson) on behalf of 2219260 Ontario Inc. (Vito Campanale) to sever a parcel of land with a width of approximately 13 metres along Nicholson Street and an area of approximately 612 square metres; from a property legally described as Block 103 on Registered Plan 33M-739 (geographic Township of Biddulph). in the Township of Lucan Biddulph; **BE GRANTED** subject to the following conditions:

1. That the Certificate of Consent under Section 53(42) of the Planning Act be issued within one year of the date of the notice of decision.
2. That the applicant enter into a development agreement with the Township, and that the agreement be registered against the title of the subject lands, which addresses amongst other matters, servicing, building envelope locations, lot grading and drainage that ensures conformity with the adjacent subdivision, entrance locations, all to the satisfaction of the Township.
3. That the applicant pay any outstanding property taxes for the subject lands.
4. That the requested rezoning be approved and in full force and effect.
5. That the applicant's solicitor submit an Acknowledgment and Direction duly signed by the applicant.
6. That the applicant's solicitor submit an undertaking, in a form satisfactory to the Secretary-Treasurer, to register an electronic transfer of title consistent with the Acknowledgment and Direction and the decision of the Committee of Adjustment.
7. That a soft copy of the reference plan be submitted to the satisfaction of the Township.

Reasons:
Consistency with the Provincial Policy Statement would be maintained;
Conformity with the County of Middlesex Official Plan would be maintained;
Conformity with the Township of Lucan Biddulph Official Plan would be maintained;
The requirements of the Township of Lucan Biddulph Zoning By-law would be satisfied through the rezoning of the lot to be severed.

Cathy Burghardt-Jesson

Dave Manders

Daniel Regan

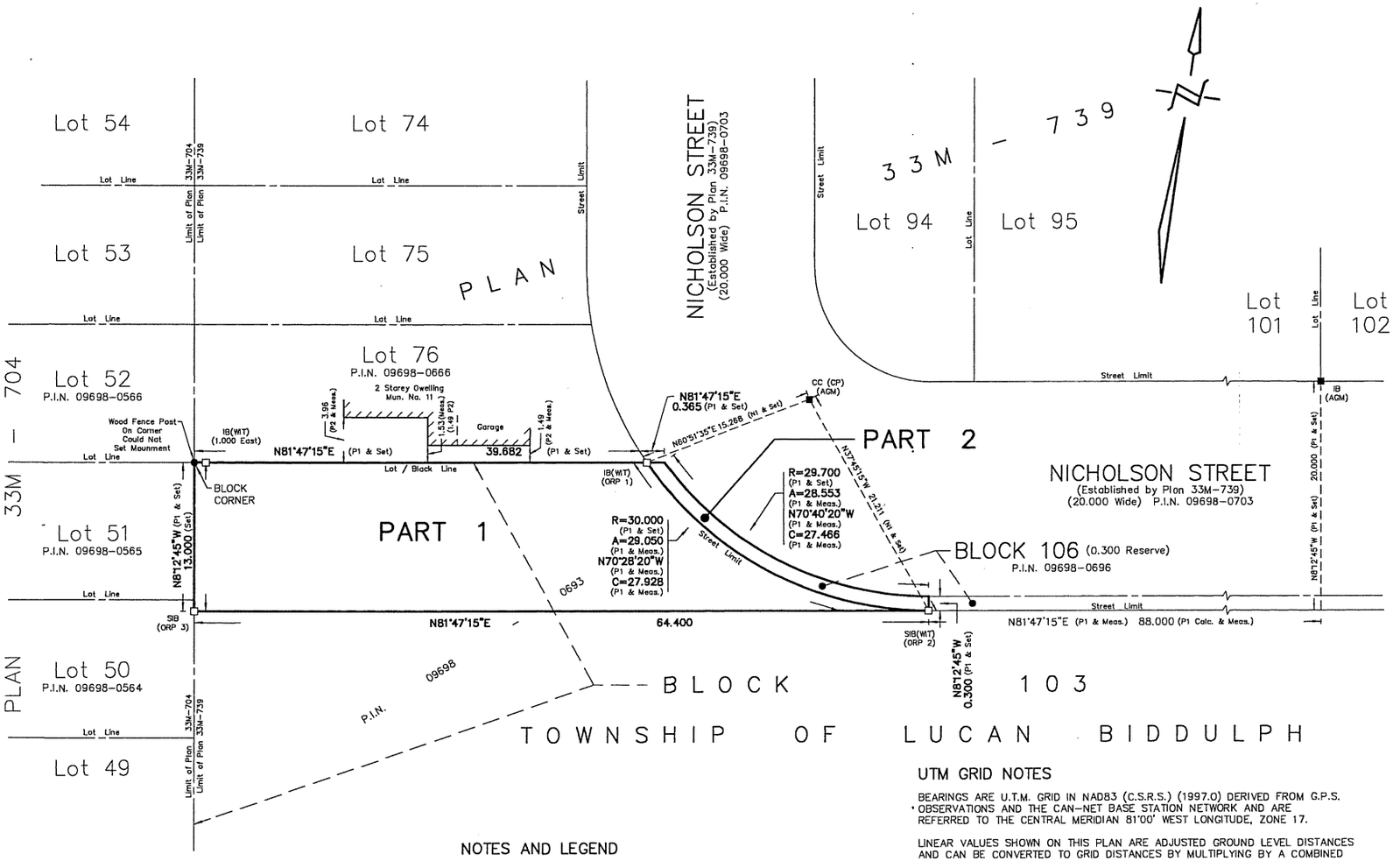
Peter Mastorakos

Alex Westman

SCHEDULE "C"
REFERENCE PLAN

August 13, 2019

Page 13 of 28



NOTES AND LEGEND

■	DENOTES SURVEY MONUMENT FOUND
⊕	DENOTES SURVEY MONUMENT SET
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
CC	DENOTES CUT CROSS
CP	DENOTES CONTROL POINT
AGM	DENOTES ARCHIBALD, GRAY & McKAY, O.L.S.'S
P1	DENOTES PLAN 33M-739
P2	DENOTES PLAN OF SURVEY BY AGM DATED FEBRUARY 11th, 2019 FILE No. LU-M739-03-9, PLAN No. W-17059
N1	DENOTES AGM FILE LU-M739-CONTROL

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID IN NAD83 (C.S.R.S.) (1997.0) DERIVED FROM G.P.S. OBSERVATIONS AND THE CAN-NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9995713956.

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING REAL TIME NETWORK (RTN). U.T.M. ZONE 17, NAD83 (CSRS) (1997.0). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 1	4782673.040	467279.334
ORP 2	4782663.708	467305.645
ORP 3	4782654.512	467241.933

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES ON THIS PLAN.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE MAY 6/2019

ROBERT WOOD
ONTARIO LAND SURVEYOR

PLAN 33R-20385

RECEIVED AND DEPOSITED

DATE MAY 07 2019

M. DIETRICH

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)

PARTS SCHEDULE:

PART	BLOCK	PLAN	P.I.N.
1	Part of Block 103	Plan 33M-739	Part of P.I.N. 09698-0693
2	Part of Block 106	Plan 33M-739	Part of P.I.N. 09698-0696

Part 1 - Comprises Part of P.I.N. 09698-0693.

Part 2 - Comprises Part of P.I.N. 09698-0696.

PLAN OF SURVEY

OF PART OF

BLOCKS 103 & 106
PLAN 33M-739

IN THE

TOWNSHIP OF LUCAN BIDDULPH
COUNTY OF MIDDLESEX

SCALE 1:300

5 4 3 2 1 0 5 10 15 20 25

SCALE IN METRES

2019

ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE 29th DAY OF APRIL, 2019.

MAY 6/2019
LONDON, ONTARIO

ROBERT WOOD
ONTARIO LAND SURVEYOR

AGM PLAN • SURVEY • ENGINEER
ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

DRAWN BY: NORTON	DIGITAL FILE: LU1901RP1EC.dwg	PLAN No:
CHECKED BY: D.D.C.	COGO FILE: LU1901RP1EC.dwg	2-Z-8239
PLOT DATE: MAY 6 2019	FILE No: LU-M739-04-1	

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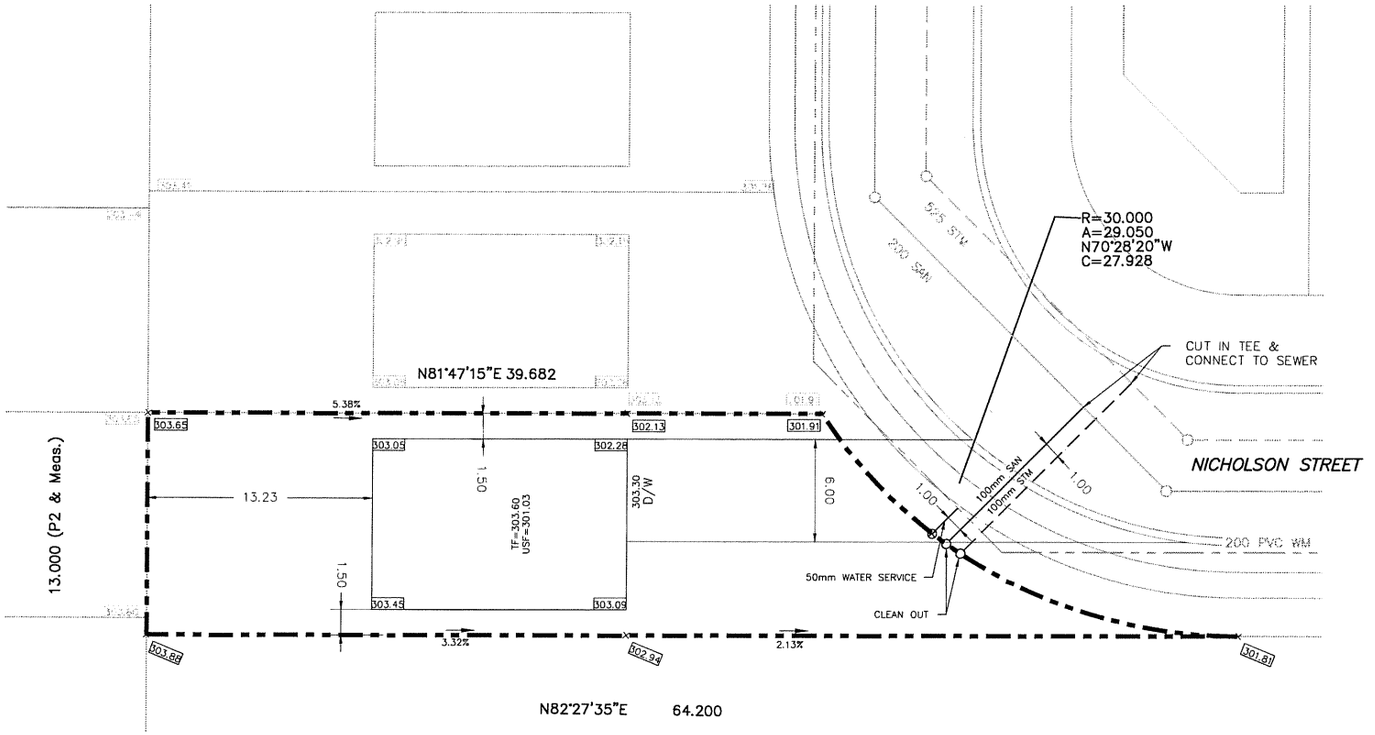
SCHEDULE "D"
NICHOLSON STREET DRAWINGS

LEGEND

- PROPERTY LINE
- 193.71 — EXISTING ELEVATION
- x 193.71 — PROPOSED ELEVATION
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN
- SANITARY SERVICE & CLEAN OUT
- STORM SERVICE & CLEAN OUT
- WATER SERVICE
- CURB STOP AND BOX
- EXISTING MANHOLE

GENERAL NOTES:

1. SANITARY SERVICES SHALL BE GREEN 100mm DIA. PVC SDR 28 INSTALLED IN ACCORD. W/ OPSD 1006.020 (NOV. 2005, REV. 1). MIN. 2% SLOPE INSTALLED. BEDDING AND COVER MATERIAL FOR SANITARY SEWERS SERVICE CONNECTIONS SHALL BE GRANULAR 'A' COMPACTED TO 98% STANDARD PROCTOR DENSITY.
2. WATER SERVICES TO BE 25mm PEX UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH OPSD 1104.010 (NOV 2006, REV. 2) AND CITY OF LONDON STANDARD DRAWING W-CS-8.
3. BEDDING AND COVER MATERIAL FOR SERVICE CONNECTIONS SHALL BE GRANULAR 'A' COMPACTED TO 100% S.P.D.
4. WHERE WATER SERVICES CONFLICT WITH SEWERS, THEY SHALL BE DEFLECTED BELOW THE SEWER TO PROVIDE A MINIMUM SEPARATION DISTANCE OF 0.50m VERTICALLY AND INSULATED.
5. SUB-GRADE TO BE INSPECTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF GRANULAR 'B' TO CONFIRM GRANULAR 'B' THICKNESS REQUIRED.
6. MINIMUM 1.7m COVER FOR WATER SERVICES.



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

LICENCED PROFESSIONAL ENGINEER — J.D. JOHNSTON — 100066866 — PROVINCE OF ONTARIO — 05/29/19

DILLON CONSULTING

No.	ISSUED FOR	DATE	BY
02	REISSUED FOR REVIEW	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN: BJP — REVIEWED BY: JDJ
DRAWN: BJP — CHECKED BY: JDJ
DATE: MAY 2019
SCALE: 1:150

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO: 115033

13 NICHOLSON STREET - SEVERED LOT

SHEET NO: 01

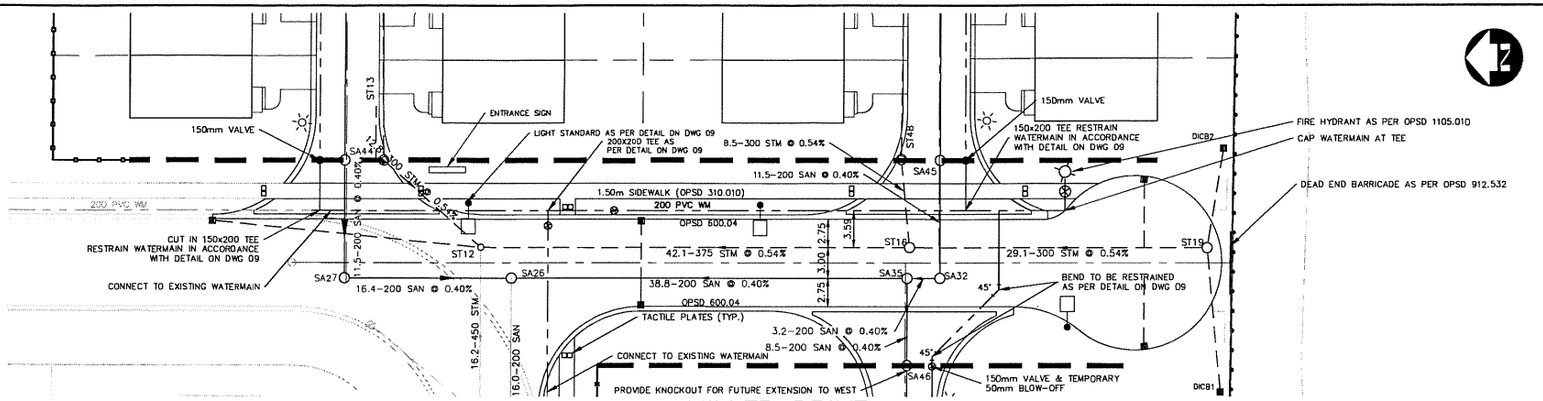
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PLOT DATE: 2019-05-29 @ 9:13:54 AM PLOT SCALE: 1:25.4 PLOT STYLE: DILLON-STANDARD.CTB LONDON

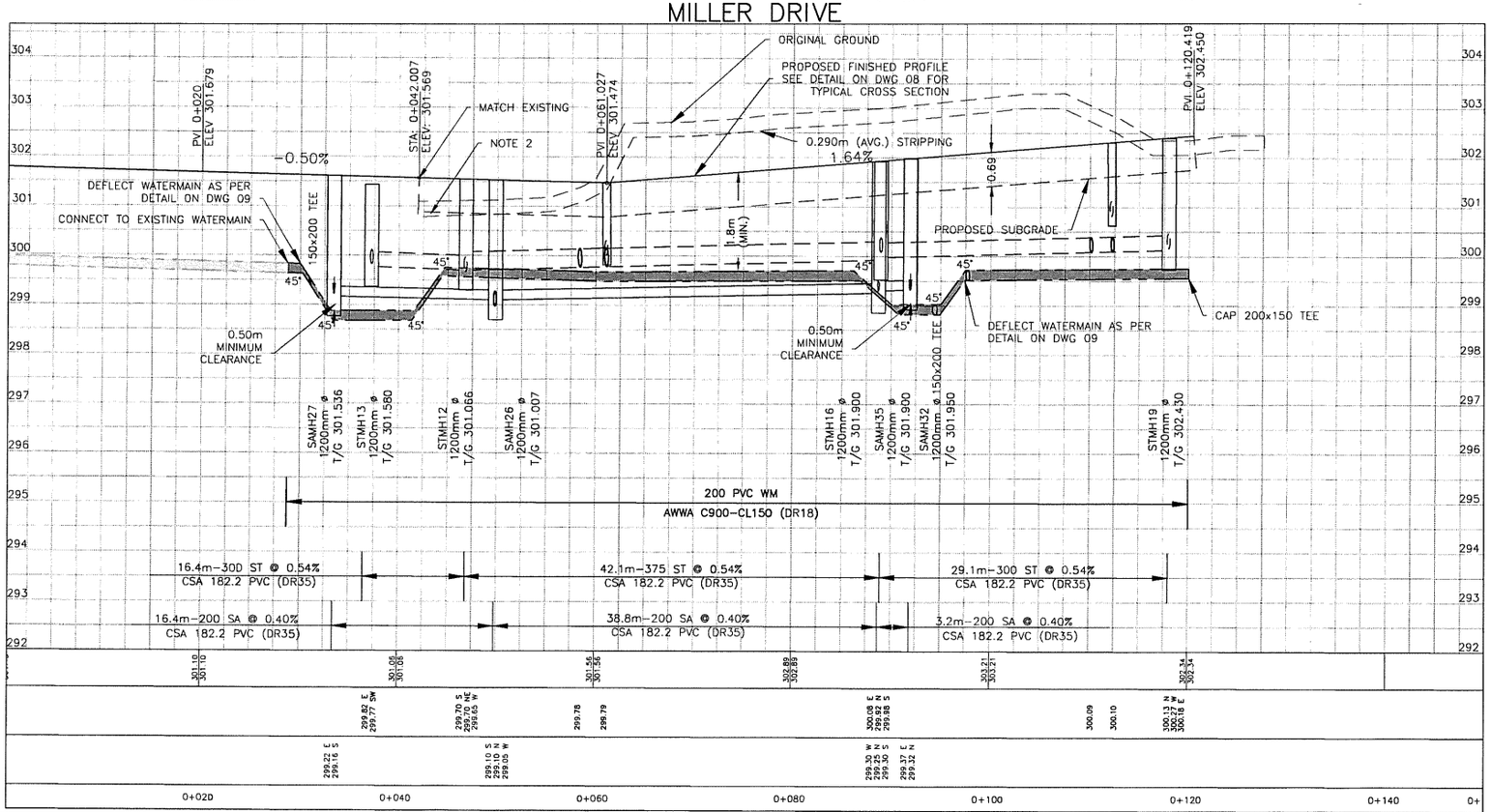
SCHEDULE "E"
MILLER DRIVE EXTENSION DRAWINGS

LEGEND

STOP	STOP SIGN
FR	FIRE ROUTE SIGN
	COBRA HEAD STREET LIGHT
	POST TOP STREET LIGHT
	PROPERTY LINE
	EASEMENT
	1.8m HIGH WOOD FENCE
	WROUGHT IRON FENCE
	FIRE HYDRANT
CMB	COMMUNITY MAILBOX
58	UNIT NUMBER
	MANHOLE
	CATCH BASIN MANHOLE
	CATCH BASIN

NOTES:
1. BEDDING MATERIAL TO BE CLASS B BEDDING COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD) AS PER LUCAN-BIDDULPH DESIGN STANDARDS.
2. ENGINEERED FILL FOR ROAD RIGHT OF WAY TO BE CLEAN, NATIVE FILL OR IMPORTED PIT-RUN MATERIAL PLACED IN MAXIMUM 300mm LIFTS, COMPACTED TO 98% SPMDD AND PROOF ROLLED. ALL TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER.





Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

LICENSED PROFESSIONAL ENGINEER J.D. JOLLYMORE 100079558 PROVINCE OF ONTARIO

DILLON CONSULTING

No	ISSUED FOR	DATE	BY
03	ISSUED FOR REVIEW (3RD)	JULY 2019	JDJ
02	ISSUED FOR REVIEW (2ND)	MAY 2019	JDJ
01	ISSUED FOR REVIEW	FEB 2019	RDA

DESIGN BJP | REVIEWED BY RDA
DRAWN BJP | CHECKED BY JDJ
DATE JULY 2019
SCALE 1:500 1:250

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

PROJECT NO 115033

MILLER DRIVE EXTENSION
PLAN & PROFILE

SHEET NO 03

FILENAME: G:\JOB\115033\115033 - P14 - CONDOMINIUM BLOCK\CAD\DESIGN\115033-PPE_DES.DWG PLOTTED BY: PETERSEN, BRENDAN
PLOT DATE: 2019-07-15 @ 10:29:54 PM PLOT SCALE: 1:25.4 PLOT STYLE TABLE: DILLON-STANDARD.CTB
LONDON

SCHEDULE "F"
ESTIMATED COSTS OF MILLER DRIVE EXTENSION

SECURED WORKS	AMOUNT
1. Portion of letter of credit to be provided by the Owner to ensure completion of the removals and roadwork required by this Agreement based on 100% of the estimated value of removal and roadwork works.	$166,116.50
2. Portion of letter of credit to be provided by the Owner to ensure completion of all sanitary sewers and appurtenances required by this Agreement based on 100% of the estimated value of those works.	$54,682.00
3. Portion of letter of credit to be provided by the Owner to ensure the completion of all storm sewers and appurtenances required by this Agreement based on 100% of the estimated value of those works.	$64,358.00
4. Portion of letter of credit to be provided by the Owner to ensure the completion of all watermains and appurtenances required by this Agreement based on 100% of the estimated value of those works.	$36,206.50
5. Portion of letter of credit to be provided by the Owner to ensure the completion of all electrical works required by this Agreement based on 100% of the estimated value of those works.	$39,533.50
6. Portion of letter of credit to be provided by the Owner to ensure the completion of all miscellaneous and provisional works required by this Agreement based on 100% of the estimated value of those works.	$7,920.00
7. Portion of letter of credit to be provided by the Owner representing the contingency allowance required by this Agreement based on 100% of the estimated fee.	$25,000.00
Applicable HST	$51,196.15
Total:	**$445,012.65**

REQUIRED LETTER OF CREDIT: **$445,012.65**

SUMMARY

PART A - Removals and Roadwork	$	166,116.50
PART B - Sanitary Sewers and Appurtenances	$	54,682.00
PART C - Storm Sewers and Appurtenances	$	64,358.00
PART D - Watermains and Appurtenances	$	36,206.50
PART E - Electrical	$	39,533.50
PART F - Miscellaneous and Provisional		7,920.00
Total Tender Price	**$**	**368,816.50**
Contingency Allowance	$	25,000.00
SUB-TOTAL - CONTRACT PRICE	**$**	**393,816.50**
Applicable H.S.T. rate of the Sub-Total	$	51,196.15
TOTAL CONTRACT PRICE	**$**	**445,012.65**

(carry to clause 3 Page FT-1)

ANTICIPATED START DATE _____

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'A' - REMOVALS AND ROADWORK

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
A1	510 SS	Remove existing asphalt surface (full depth, all types)	m^2	591	$5.00	$2,955.00
A2	510 SS	Remove existing concrete curb and gutter (all types)	m	79	$15.00	$1,185.00
A3	510 SS	Sawcut pavement (all types, all thickness)	m	51	$8.00	$408.00
A4	408 SP	Adjust appurtenance to finished grade				
		a) MH's to surface asphalt	each	7	$400.00	$2,800.00
		b) Water valve to surface asphalt	each	1	$160.00	$160.00
		c) Catch basins	each	5	$400.00	$2,000.00
A5	206 SP	Earth Excavation, Grading	L.S.	100%	$50,000.00	$50,000.00
A6	314 SS	Supply, place, grade and compact select granular materials				
		a) Granular 'A'	tonne	294	$16.00	$4,704.00
		b) Granular 'B'	tonne	802	$16.00	$12,832.00
A7	506 SP	Supply and place dust control				
		a) Calcium chloride	tonne	1	$1,500.00	$1,500.00
		b) Water	m^3	50	$20.00	$1,000.00
A8	310 SP	Supply, place and compact hot mix asphalt				
		a) HL3	tonne	87.6	$115.00	$10,074.00
		b) HL8	tonne	109.6	$120.00	$13,152.00
A9	310	Asphalt Price Adjustment	Allow.		$15,000.00	$15,000.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'A' - REMOVALS AND ROADWORK

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
A10	353 SS	Supply and install concrete curb and gutter (all types, including hand forming) a) Mountable curb and gutter (OPSD 600.060)	m	140	$33.00	$4,620.00
A11	353 SS	Install Concrete Curb Setback	each	3	$150.00	$450.00
A12	351 SS SP	Install concrete sidewalk, all widths, including Granular 'A' base	m^2	145	$60.00	$8,700.00
A13		Install tactile plates as per 310.033	each	12	$220.00	$2,640.00
A14	802 SS	Boulevard restoration a) Place topsoil from stockpile (150mm)	m^2	704	$8.00	$5,632.00
		b) Supply and place sod	m^2	704	$5.50	$3,872.00
A15	510 SP	Partial depth pavement removal (milling)	m^2	26	$75.00	$1,950.00
A16	310 SP	Supply and apply tack coat prior to surface asphalt	m^2	810	$0.75	$607.50
A17	703	Ground Mounted Signs	each	2	$500.00	$1,000.00
A18		Remove and dispose of 200mm watermain	m	25	$100.00	$2,500.00
A19		Remove and dispose of 200mm Sanitary Sewer	m	6.6	$100.00	$660.00
A20		Remove and dispose of 450mm Storm Sewer	m	12.0	$200.00	$2,400.00
A21		Remove and dispose of Catch Basin (Inlcluding frame and grate and cap existing catch basin lead)	each	1	$450.00	$450.00
A22		Remove and dispose of post & wire fence	m	275	$35.00	$9,625.00
A23		Supply and Install Terratrack 200W (full road	m^2	810	$4.00	$3,240.00
TOTAL - PART 'A'			(Carry Forward to Page FT-16)			$166,116.50

Legend
Numeric Specification Reference - OPSS
SGC - Supplementary General Condition
SS - Standard Specification
SP - Special Provision

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'B' - SANITARY SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
B1	410 SS SP	Supply and install 200 mm dia. PVC Sanitary Sewer CSA B182.2 (SDR35)					
		a) SAMH 26 - SAMH 27 (Type 1 Bedding)	2.9	m	16.4	$170.00	$2,788.00
		b) SAMH 27 - SAMH 44 (Type 1 Bedding)	3.3	m	11.5	$170.00	$1,955.00
		c) SAMH 26 - 35 (Type 1 Bedding)	2.6	m	38.8	$170.00	$6,596.00
		d) SAMH 35 - SAMH46 (Type 1 Bedding)	2.6	m	8.5	$170.00	$1,445.00
		e) SAMH 35 - SAMH 32 (Type 1 Bedding)	2.6	m	3.2	$170.00	$544.00
		f) SAMH 32 - SAMH 45 (Type 1 Bedding)	2.5	m	11.5	$170.00	$1,955.00
B2	407 SS	Supply and Install 1200 mm dia. Precast Maintenance Hole (including benching, frame and cover to base asphalt)					
		a) SAMH 26 (incldiuing connection to existing 200mm sanitary sewer)	2.4	each	1	$5,500.00	$5,500.00
		b) SAMH 27	3.4	each	1	$5,500.00	$5,500.00
		c) SAMH 32	2.6	each	1	$5,500.00	$5,500.00
		d) SAMH 35	2.7	each	1	$5,500.00	$5,500.00
		d) SAMH 44	2.6	each	1	$5,500.00	$5,500.00
		e) SAMH 45	2.6	each	1	$5,500.00	$5,500.00
		f) SAMH 46	2.6	each	1	$5,500.00	$5,500.00
B3	409 SS	Video Inspection and Deflection Testing		m	89.9	$10.00	$899.00
TOTAL - PART 'B'				(Carry Forward to Page FT-16)			$54,682.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'C' - STORM SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
C1	410 SS SP	Supply and Install 375 mm dia. PVC Storm Sewer CSA 182.4 (ribbed)					
		a) STMH 12 - STMH 16 (Type I Bedding)	1.9	m	42.1	$200.00	$8,420.00
		b) STMH 24 - STMH 49 (Type I Bedding)	1.9	m	11.5	$200.00	$2,300.00
C2	410 SS SP	Supply and Install 300 mm dia. PVC Storm Sewer CSA 182.4 (ribbed)					
		a) STMH 12 - STMH 13 (Type I Bedding)	1.9	m	12.8	$150.00	$1,920.00
		b) STMH 16 - STMH 48 (Type 1 Bedding)	1.8	m	8.5	$150.00	$1,275.00
		c) STMH 16 - STMH 19 (Type 1 Bedding)	2.0	m	29.1	$150.00	$4,365.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'C' - STORM SEWERS AND APPURTENANCES

Item No.	Spec No.	Description	Average Depth Between Invert and Finished Grade	Unit	Estimated Quantity	Unit Price	Total Price
C3	405 407 SS SP	Supply and Install 1200 mm dia. Precast Catch Basin Maintenance Holes (including frame and cover and 6.0 m of 150 mm subdrain)					
		a) STMH 13	2.1	each	1	$5,500.00	$5,500.00
		b) STMH 48	1.8	each	1	$5,500.00	$5,500.00
C4	407 SS	Supply and Install 1200 mm dia. Precast Maintenance Holes (including benching, frame and cover)					
		a) STMH 12	1.9	each	1	$5,100.00	$5,100.00
		b) STMH 16	2	each	1	$5,100.00	$5,100.00
		c) STMH 19	2.6	each	1	$5,100.00	$5,100.00
		d) STMH 49	1.9	each	1	$5,100.00	$5,100.00
C5	407 SS	Supply and Install 1200 mm dia. Precast Dog House Maintenance Holes (including benching, frame and cover)					
		a) STMH 24	1.9	each	1	$6,200.00	$6,200.00
C6	SP	Supply and Install 600 x 840 mm Precast Concrete Curb Inlet Catch Basin (including back arch, frame and grate and 6.0 m of 150 mm subdrain)		each	3	$2,500.00	$7,500.00
C15	405 407 SS SP	Supply and Install 600 x 600 mm Precast Concrete Ditch Inlet Catch Basin (including frame and grate)		each	2	$2,700.00	$5,400.00
C16	410 SS	Supply and install PVC SDR 35 catchbasin leads CSA B182.2					
		300mm dia		m	21.8	$150.00	$3,270.00
C17	409	Video Inspection and Deflection Testing		m	104	$7.00	$728.00
TOTAL - PART 'C'				(Carry Forward to Page FT-16)			$64,358.00

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'D' - WATERMAIN AND APPURTENANCES

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
D1	441 442	Supply and install C900 CL150 PVC watermain a) 200mm dia., open cut	m	89.7	$145.00	$13,006.50
D2	441 442 SP	Hydrant sets with 150 mm storz connection (includes valves and ductile iron leads) as per OPSD 1105.010				
		a) from 200 mm dia. mainline	each	1	$6,200.00	$6,200.00
D3	441 442	Supply and Install Valves (including boxes and rods)				
	SP	a) 200 mm dia.	each	2	$2,300.00	$4,600.00
D4	SP	Connect to existing watermain				
		a) 200 mm dia.	each	2	$3,000.00	$6,000.00
D5	441	Supply and Install 50 mm Water Blow Off as per OPSD 1104.030	each	2	$1,700.00	$3,400.00
D6	441	Testing, swabbing, chlorinate & disinfect watermain	L.S.	100%	$3,000.00	$3,000.00
TOTAL - PART 'D'			(Carry Forward to Page FT-16)			$36,206.50

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'E' - ELECTRICAL

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
E1	604	Low Voltage Cables, direct buried	m	113	$5.50	$621.50
E2	609 SP	Ground Wires	m	113	$4.00	$452.00
E3	609 SP	Ground Electrodes	each	1	$210.00	$210.00
E4		Aluminum Poles (Direct Buried)				
		a) 7.3m Aluminum Pole	each	2	$1,150.00	$2,300.00
E7		Lighting Luminaires and Bracket Assemblies				
		a) LED Roadway Lighting with 0.74m Bracket	each	1	$550.00	$550.00
		b) LED Roadway Lighting with 2.4m Bracket	each	1	$600.00	$600.00
E11		Handhole - pull box	each	2	$1,200.00	$2,400.00
E12	SP	Supply and Install Hydro Servicing including coordination of Phone/T.V. cable and gas installation	L.S.	100%	$30,000.00	$30,000.00
E13		Supply and Install Utility Duct Road Crossings as noted on the contract drawings				
		a) Duct Crossing 'P'	L.S.	100%	$1,200.00	$1,200.00
		b) Duct Crossing 'Q'	L.S.	100%	$1,200.00	$1,200.00
TOTAL - PART 'E'		(Carry Forward to Page FT-16)				

FORM OF TENDER (2019)
SCHEDULE OF ITEMS AND PRICES

PART 'F' - MISCELLANEOUS AND PROVISIONAL

Item No.	Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
F1	314 SP	Removal and disposal of unsuitable trench foundation and replacement with imported granular 'C' backfill (PROVISIONAL)	tonne	50	$19.00	$950.00
F2	805 SP	Sediment and erosion control	L.S.	100%	$1,000.00	$1,000.00
F3	805	Supply and Install Light Duty Silt Fence as per OPSD 219.110	m	50	$8.00	$400.00
F4	706 SS	Traffic control	L.S.	100%	$2,000.00	$2,000.00
F5		Dead end barricade as per opsd 912.532 (including sign)	each	1	$1,000.00	$1,000.00
F6	772	Remove, salvage and place granular material from construction access road as granular 'B' for road base	m3	257	$10.00	$2,570.00
TOTAL - PART 'F'			(Carry Forward to Page FT-16)			$7,920.00

Township of Lucan Biddulph

BY-LAW NO. 40-2019

A By-Law to dedicate Block 105, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0695(LT), Reserve Block 106, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0696(LT), Reserve Block 107, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0697(LT) and Reserve Block 108, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0698(LT) as a Public Highway to be known as part of Miller Drive and Nicholson Street

WHEREAS Section 31 of The Municipal Act, 2001, S.O. 2001, Chapter 25 provides that the Council of a municipality may pass by-laws to dedicate and establish lands as Public Highways;

AND WHEREAS The Corporation of the Township of Lucan Biddulph is the owner of those parcels of land in the Township of Lucan Biddulph, described as Block 105, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0695(LT), Reserve Block 106, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0696(LT), Reserve Block 107, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0697(LT) and Reserve Block 108, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0698(LT) (the “Lands”);

AND WHEREAS it is desirable to confirm the dedication of the Lands as a public highway;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH HEREBY ENACTS AS FOLLOWS:

1. Those parcels of land defined herein as the Lands and described as Block 105, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0695(LT), Reserve Block 106, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0696(LT), Reserve Block 107, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0697(LT) and Reserve Block 108, Plan 33M-739, Township of Lucan Biddulph being PIN 09698-0698(LT) are hereby dedicated and established as a public highway to form part of Miller Drive and Nicholson Street. The said public highways include but are not limited to the Lands.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED on this 13th day of August, 2019.

_____ _____

MAYOR CLERK

Township of Lucan Biddulph

BY-LAW NO. 41-2019

Being a by-law to exempt from part lot control, lands legally described Block 30 on registered plan 33M-759, being designated as Parts 1 through 14 (inclusive), on reference plan 33R-20466, in the geographic Township of Lucan Biddulph, in the County of Middlesex.

WHEREAS Subsection 50(5) of the Planning Act states that all lands located within a registered plan of subdivision are subject to part lot control;

AND WHEREAS Subsection 50(7) of the Planning Act authorizes the council of a local municipality to enact by-laws to exempt lands located within a registered plan of subdivision from part lot control;

AND WHEREAS pursuant to Subsection 50(7) of the Planning Act, it is expedient to exempt from part lot control those lands legally described as Block 30 on registered plan 33M-759, being designated as Parts 1 through 14 (inclusive), on reference plan 33R-20466, in the Township of Lucan Biddulph, in the County of Middlesex;

NOW THEREFORE the Council of the Corporation of the Township of Lucan Biddulph **HEREBY ENACTS** as follows:

1. **THAT**, Block 30, on registered plan 33M-759, being designated as Parts 1 through 14 (inclusive) on reference plan 33R-20466, in the Township of Lucan Biddulph, in the County of Middlesex as shown on Schedule A to this By-law is hereby exempt from part lot control pursuant to Subsection 50(7) of the Planning Act, it being pointed out that these lands are zoned R1-9-H to permit single detached dwellings in conformity with the Township of Lucan Biddulph Comprehensive Zoning By-law, which applies to the lands.

2. That the part lot control exemption pursuant to Subsection 50(7) of the Planning Act described in Section 1 shall expire on the 13th day of February, 2020.

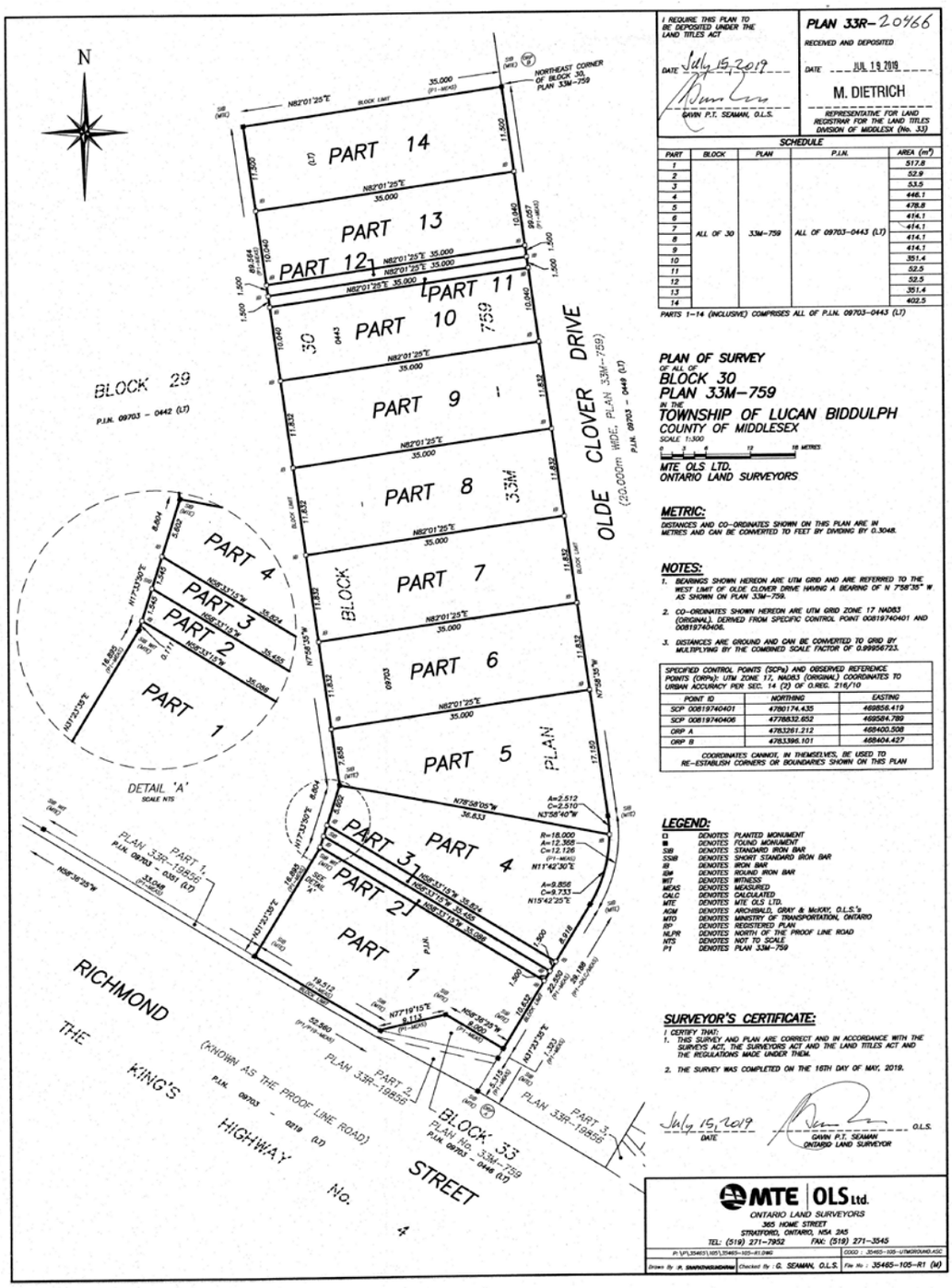
3. That this By-law comes into force upon approval thereof by the County of Middlesex and compliance with the requirements of the Planning Act.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED on this 13th day of August, 2019.

_____ _____

Mayor Clerk

SCHEDULE "A"


I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT
DATE July 15, 2019
GAVIN P.T. SEAMAN, O.L.S.
PLAN 33R-20466
RECEIVED AND DEPOSITED
DATE JUL 19 2019
M. DIETRICH
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)
SCHEDULE
PART | BLOCK | PLAN | P.I.N. | AREA (m²)
1 | ALL OF 30 | 33M-759 | ALL OF 09703-0443 (LT) | 517.8
2 | 52.9
3 | 53.5
4 | 446.1
5 | 478.8
6 | 414.1
7 | 414.1
8 | 414.1
9 | 414.1
10 | 351.4
11 | 52.5
12 | 53.5
13 | 351.4
14 | 402.5
PARTS 1-14 (INCLUSIVE) COMPRISES ALL OF P.I.N. 09703-0443 (LT)
PLAN OF SURVEY
OF ALL OF
BLOCK 30
PLAN 33M-759
IN THE
TOWNSHIP OF LUCAN BIDDULPH
COUNTY OF MIDDLESEX
SCALE 1:300
0 6 12 18 METRES
MTE OLS LTD.
ONTARIO LAND SURVEYORS
METRIC:
DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
NOTES:
1. BEARINGS SHOWN HEREON ARE UTM GRID AND ARE REFERRED TO THE WEST LIMIT OF OLDE CLOVER DRIVE HAVING A BEARING OF N 7°58'35" W. AS SHOWN ON PLAN 33M-759.
2. CO-ORDINATES SHOWN HEREON ARE UTM GRID ZONE 17 NAD83 (ORIGINAL), DERIVED FROM SPECIFIC CONTROL POINT 00819740401 AND 00819740406.
3. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99956723.
SPECIFIED CONTROL POINTS (SCPs) AND OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (ORIGINAL) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10
POINT ID | NORTHING | EASTING
SCP 00819740401 | 4780174.435 | 469856.419
SCP 00819740406 | 4778832.652 | 469584.789
ORP A | 4783291.212 | 468400.508
ORP B | 4783396.101 | 468404.427
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN
LEGEND:
DENOTES PLANTED MONUMENT
DENOTES FOUND MONUMENT
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
IB DENOTES IRON BAR
SIM DENOTES ROUND IRON BAR
WIT DENOTES WITNESS
MEAS DENOTES MEASURED
CALC DENOTES CALCULATED
MTE DENOTES MTE OLS LTD.
ACM DENOTES ARCHIBALD, GRAY & McKAY, O.L.S.'s
MTO DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
RP DENOTES REGISTERED PLAN
NLPR DENOTES NORTH OF THE PROOF LINE ROAD
NTS DENOTES NOT TO SCALE
P1 DENOTES PLAN 33M-759
SURVEYOR'S CERTIFICATE:
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 16TH DAY OF MAY, 2019.
July 15, 2019 DATE
GAVIN P.T. SEAMAN O.L.S.
ONTARIO LAND SURVEYOR
MTE OLS Ltd.
ONTARIO LAND SURVEYORS
365 HOME STREET
STRATFORD, ONTARIO, N5A 2A5
TEL: (519) 271-7952 FAX: (519) 271-3545
Drawn By: R. SWARTKRUISENKAMP Checked By: G. SEAMAN, O.L.S. File No: 35465-105-R1 (M)
BLOCK 29
P.I.N. 09703 - 0442 (LT)
OLDE CLOVER DRIVE
(20.000m WIDE, PLAN 33M-759)
P.I.N. 09703 - 0443 (LT)
BLOCK 30
33M-759
PLAN
09703
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
PART 8
PART 9
PART 10
PART 11
PART 12
PART 13
PART 14
DETAIL 'A'
SCALE NTS
NORTHEAST CORNER OF BLOCK 30, PLAN 33M-759
BLOCK LIMIT
N82°01'25"E
35.000
11.500
17.500
10.040
89.554
1.500
11.832
8.804
5.602
5.558
7.558
17.150
N7°58'35"W
N17°33'39"E
N82°33'15"W
35.824
N82°33'15"W
35.455
N82°33'15"W
35.086
N17°33'39"E
16.886
N7°58'35"W
36.833
A=2.512
C=2.510
N3°56'40"W
R=18.000
A=12.300
C=12.126
N11°42'30"E
A=9.856
C=9.733
N15°42'25"E
N82°36'25"W
33.046
(P1-MEAS)
PLAN 33R-19856
PART 1
P.I.N. 09703 - 0351 (LT)
RICHMOND
THE KING'S HIGHWAY No. 4
(KNOWN AS THE PROOF LINE ROAD)
P.I.N. 09703 - 0219 (LT)
PLAN 33R-19856
PART 2
PART 3
BLOCK 33
PLAN No. 33M-759
P.I.N. 09703 - 0446 (LT)
STREET
N77°19'15"E
9.113
N82°36'25"W
8.000
N17°23'39"E
1.321
5.315
N82°36'25"W
52.560
(P1-MEAS)
19.513
(P1-MEAS)
29.188
(P1-MEAS)
20.000
(P1-MEAS)
10.655
(P1-MEAS)
8.818
1.500

Township of Lucan Biddulph

BY-LAW NO. 42-2019

A by-law authorizing the execution of an agreement with Timothy Van Engelen (hereinafter called the "Owners")

WHEREAS the Owners represent that they are the registered owners of those lands and premises in the Township of Lucan Biddulph in the County of Middlesex situated on the east side of Coursey Line being Part of Lot 16, Concession 3 (geographic Township of Biddulph), designated as Part 1 on Reference Plan 33R-9896 and known municipally as 35088 Coursey Line (hereinafter called the "parcel").

AND WHEREAS the Owners propose to erect a new single unit dwelling on the parcel and, in the process of doing so, retain and occupy as their residence, the existing single unit dwelling for a certain specified period of time not to exceed a period of three (3) years or six (6) months after completion and occupancy of the new dwelling unit, whichever occurs first;

AND WHEREAS the Township is agreeable to the aforementioned proposal by the Owners notwithstanding the provisions of the Zoning By-law to the contrary, on the condition that the Owners enter into an agreement with the Township on certain specified terms as set for in the attached Agreement (Schedule "A").

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts as follows

1. That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with Timothy Van Engelen.

2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule "A", and any other documents deemed necessary to carry out the intent of both parties.

3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 13th DAY OF AUGUST, 2019.

MAYOR

CLERK

THIS AGREEMENT made this 13th day of August, 2019.

-BETWEEN-

TIMOTHY VAN ENGELEN
hereinafter called **“the OWNER"**

-AND-

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
hereinafter called **“the TOWNSHIP”**

WHEREAS the Owner is the registered owner of those lands and premises in the Township of Lucan Biddulph in the County of Middlesex legally described as Part of Lot 16, Concession 3 (geographic Township of Biddulph), designated as Part 1 on Reference Plan 33R-9896 and known municipally as 35088 Coursey Line (hereinafter called “the parcel”);

AND WHEREAS the Owner proposes to erect a new single unit dwelling on the parcel and, in the process of doing so, retain and occupy as their residence the existing single unit dwelling for a certain specified period of time not to exceed a period of three (3) years or six (6) months after completion and occupancy of the new dwelling, whichever occurs first;

AND WHEREAS the Township is agreeable to the aforementioned proposal by the owner notwithstanding the provisions of the Zoning By-law to the contrary, on the condition that the Owner enters into this agreement with the Township on certain specified terms;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR ($1.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants with the Township to do and perform at its own expense the following:

1. The Owner agrees that the existing single unit dwelling situated on the parcel may be permitted to be occupied and remain on the parcel for a period not to exceed three (3) years or six (6) months after completion and occupancy of the new dwelling, whichever occurs first.

2. The Owner agrees that, upon the expiration of the period described in Section 1 of this Agreement, the Owner shall undertake to the satisfaction of, and at no cost to, the Township, removal or demolition of the existing single unit dwelling including all debris and materials, and disconnection of all utilities or services associated therewith to the satisfaction of the Township or the authority having jurisdiction as the case may be.

3. Should the Owner fail to comply with Section 2 of this Agreement or in the event a temporary use by-law is not adopted or having been adopted does not come in to full force and effect, the Township may commence legal proceedings against the Owner to obtain a conviction under Section 67 of the Planning Act for contravention of its Zoning By-law.

4. So as to ensure due performance by the Owner of the requirements of this Agreement, the Owner shall deposit with the Township, prior to the issuance of a building permit for the new dwelling, a certified cheque, a letter of credit issued by a Canadian Chartered Bank or similar legal tender, in a form approved by the Township, in the amount of FIVE THOUSAND ($5,000.00) Dollars. Upon completion of the matters set out in Section 2 of the Agreement to the satisfaction of the Township, the Township shall return the security deposit, letter of credit or similar legal tender to the Owner.

5. The Owner shall not assign this Agreement without the prior written consent of the Township, which consent shall not be reasonably withheld.

6. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the parcel and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said parcel from time to time and shall be appurtenant to adjoining roads under the jurisdiction of the Municipality.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

Signed, sealed and delivered in the presence of:

Witness

As authorized by By-law No.42-2019 passed this 13th day of August, 2019

_____
Timothy Van Engelen

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Per: _____
Cathy Burghardt-Jesson, Mayor

Per: _____
Ron Reymer, Clerk

Township of Lucan Biddulph

BY-LAW NO. 43-2019

A by-law authorizing the execution of an agreement between 2161453 Ontario Inc. (hereinafter referred to as the "Subdivider") and the Corporation of the Township of Lucan Biddulph (hereinafter referred to as the "Township")

WHEREAS the parties have entered into a certain Subdivision Agreement dated the 17th day of December, 2018 and registered in the Land Registry Office of the Land Titles Division of Middlesex (No. 33) on the 20th day of December, 2018 as Instrument Number ER1212765 (the "Subdivision Agreement"), respecting the lands set out therein;

AND WHEREAS the Subdivision Plan has since been registered on the said lands as Plan 33M-759;

AND WHEREAS Block 30 of Plan 33M-759 will be developed into 10 single detached building lots (the "Block 30 Building Lots") which will be undertaken through Part Lot control;

AND WHEREAS the parties have deemed it expedient to amend the Subdivision Agreement as hereinafter set out;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts as follows:

1. That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with 2161453 Ontario Inc.

2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule "A", provided that the agreement is to the satisfaction of the Township's solicitor.

3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 13TH DAY OF AUGUST, 2019.

MAYOR CLERK

THIS AGREEMENT made this 13th day of August, 2019.

B E T W E E N:

2161453 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
(hereinafter referred to as the "**Township**")

OF THE SECOND PART

WHEREAS the parties have entered into a certain Subdivision Agreement dated the 17th day of December, 2018 and registered in the Land Registry Office of the Land Titles Division of Middlesex (No. 33) on the 20th day of December, 2018 as Instrument Number ER1212765 (the "Subdivision Agreement"), respecting the lands set out therein;

AND WHEREAS the Subdivision Plan has since been registered on the said lands as Plan 33M-759;

AND WHEREAS Block 30 of Plan 33M-759 will be developed into 10 single detached building lots (the "Block 30 Building Lots") which will be undertaken through Part Lot control;

AND WHEREAS the parties have deemed it expedient to amend the Subdivision Agreement as hereinafter set out;

NOW THEREFORE WITNESSETH that in consideration of the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged, the Township and Subdivider covenant and agree that the Subdivision Agreement be and the same is hereby amended as follows:

INCORPORATION OF RECITALS AND DEFINITIONS

1. The above recitals are true and are hereby incorporated into this Amending Agreement by reference. All definitions in this Amending Agreement shall have the same meaning as the corresponding definitions in the Subdivision Agreement.

REGISTRATION OF AGREEMENT

2. Pursuant to Section 51(26) of the Planning Act, the Subdivider consents to and will register this Agreement against the title to all of Plan 33M-759, with the intent and purpose of this Agreement and all of the Subdivider's covenants herein shall run with the Phase 3 Land. This Amending Agreement and all of the Subdivider's covenants herein shall run with the Phase 3 Land.

REGISTRATION OF REFERENCE PLAN

3. As soon as practicable after the Township's recommendation of the approval of the Block 30 Building Lots, the Subdivider shall submit to the Township a Reference Plan setting out the dimensions of the Block 30 Building Lots and any required easements (the "Block 30 Easements"). The said Reference Plan must be reviewed and approved by the County and the Township. Upon written approval by the County and the Township, the Subdivider shall cause the said Reference Plan to be deposited in the Land Titles Office for the Land Titles Division of Middlesex (No. 33).

EASEMENTS

4. The Subdivider shall convey all Easements over Block 30 that may be required for utilities, municipal services, lot grading and lot drainage purposes in a location to be determined by the Township acting reasonably, including without limitation the Block 30 Easements. The Reference Plan shall include Parts that will accommodate the easements required by the Township and such easements shall be conveyed to the Township after registration of this Amending Agreement, free and clear of all liens and encumbrances.

GRADING PLAN

5. The Subdivider shall deliver a General Grading Plan for Block 30. The General Grading Plan for Block 30 shall be incorporated and integrated into the General Grading Plan for Phase 3. The Subdivider hereby undertakes and agrees to complete all Work necessary to construct the General Grading Plan annexed hereto to Schedule "A" herein.

PHASE 3 WORKS

6. The parties acknowledge that all Work required for the development of the Block 30 Building Lots shall constitute part of the Phase 3 Works. All requirements for the Phase 3 Works in the Subdivision Agreement shall apply to all of the Work required to develop the Block 30 Building Lots. Without limiting the obligations under this Amending Agreement and the Subdivision Agreement, the Subdivider acknowledges that the following will be required for development of the Block 30 Building Lots:

a) Phase 3 Works and a Phase 3 Works Schedule as it relates to the Block 30 Building Lots;
b) General Grading Plan for Phase 3;
c) Construction Work Plan;
d) Storm Water Management Plan for the Block 30 Building Lots.

All of the Works for the Block 30 Building Lots shall be integrated into the Phase 3 Works and must be completed as part of the Phase 3 Plan.

ADDITIONAL LAND DEDICATIONS OR EASEMENTS

7. Without limiting the above, the Subdivider hereby agrees to make such land dedications or easements to the Township, Hydro One, Union Gas, the local Cable TV provider, Canada Post and such other utility companies as the Township may designate so that services for the Block 30 Building Lots will be integrated with the installation of any other utilities or services that may be installed in or around the remaining Phase 3 lands.

SECURITY

8. The Subdivider and the Township agreed that the estimated costs of the Phase 3 Works for the Block 30 Building Lots is Fifty-Two Thousand Two Hundred and Fifty-Four ($52,254.00) Dollars. This amount is based on 10 PDCs and water services as well as the 2 new rear yard catchbasin manholes and associated 300mm storm sewer. Security shall be provided to the Township in advance of any commencement of those Phase 3 Works that apply to the Block 30 Building Lots. Section 35, Section 35.1, Section 35.1.1 and Section 36 of the Subdivision Agreement shall apply to any additional security granted

under this Amending Agreement.

APPLICATION OF SUBDIVISION AGREEMENT

9. Unless otherwise provided herein, the Subdivider and the Township acknowledge that all terms, covenants and provisions of the Subdivision Agreement shall apply to the Works completed for the development of the Block 30 Building Lots.

10. All other terms, covenants, provisions and conditions of the Subdivision Agreement shall remain in full force and effect this Agreement shall amend the Subdivision only insofar as any term, covenant and provision is specifically amended. The Subdivision Agreement is in all other respects hereby confirmed. To the extent that the Subdivision Agreement and this Amending Agreement address the same subject matter, the Subdivider and the Township hereby acknowledge that the covenants with the highest standard shall prevail.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of their duly authorized officers, as the case may be.

2161453 ONTARIO INC.

Per: _____
J. Howard Culligan, President

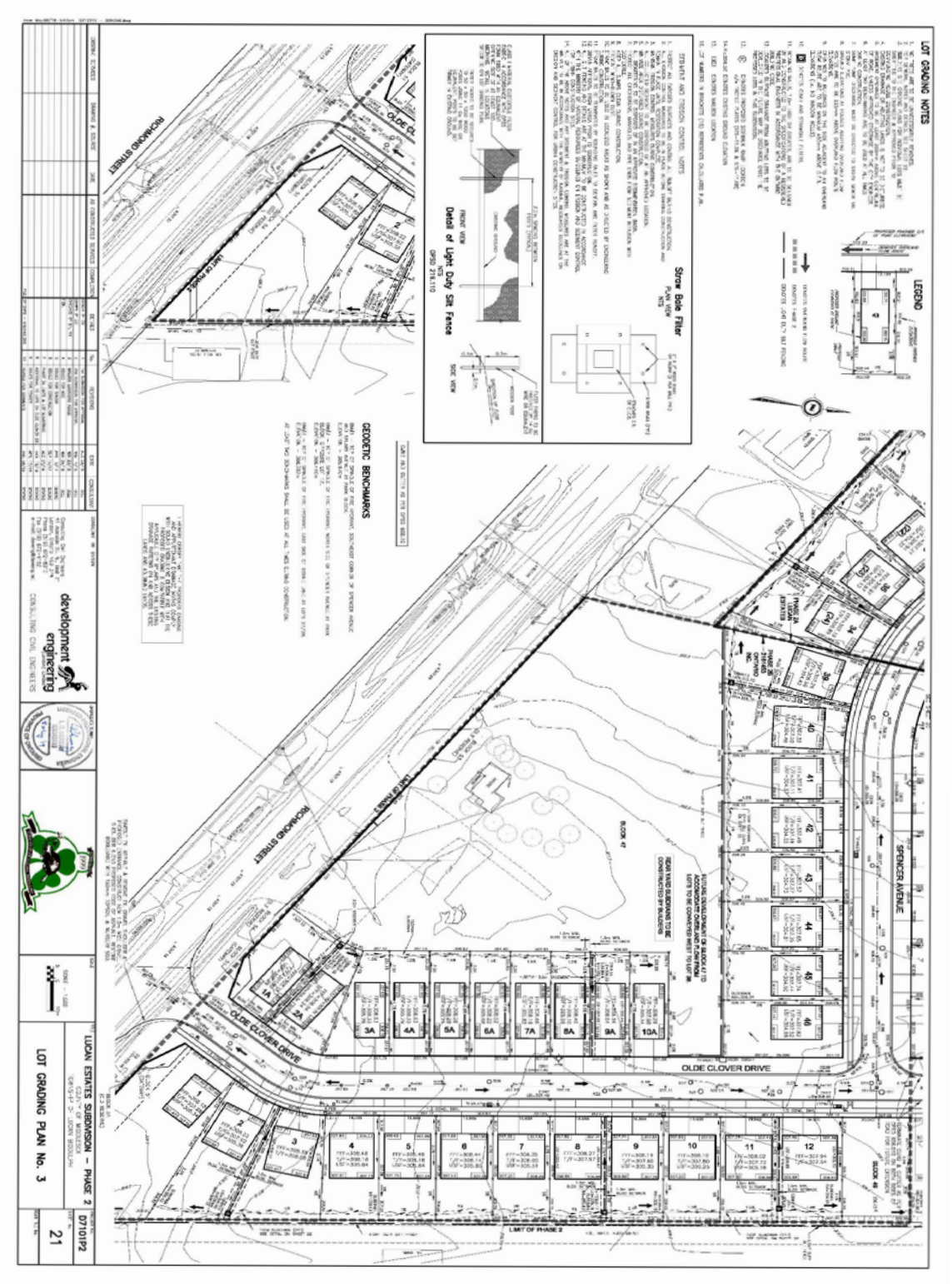
Per: _____
Scott J. Schoonderwoerd, Secretary
Treasurer *I/We have authority to bind the Corporation.*

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Per: _____
Mayor, Cathy Burghardt-Jesson

Per: _____
Clerk, Ronald J. Reymer
We have authority to bind the Corporation

SCHEDULE A
GENERAL GRADING PLAN


LOT GRADING NOTES
LEGEND
Detail of Light Duty Silt Fence
Straw Bale Filter
GEODETIC BENCHMARKS
RICHMOND STREET
OLDE CLOVER DRIVE
SPENCER AVENUE
LIMIT OF PHASE 2
LUCAN ESTATES SUBDIVISION – PHASE 2
LOT GRADING PLAN No. 3
development engineering
CONSULTING CIVIL ENGINEERS
D7101P2
21

Township of Lucan Biddulph

BY-LAW NO. 44-2019

Being a by-law to confirm proceedings of the Council of The Corporation of the Township of Lucan Biddulph

WHEREAS under Section 5(1) of the *Municipal Act, 2001, S.O. 2001 c. 25*, the powers of a municipality shall be exercised by its council.

AND WHEREAS under Sub-Section 3 of Section 5 of the *Municipal Act, 2001, S.O. 2001 c. 25*, the powers of every Council of a municipality shall be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of The Council of the Corporation of the Township of Lucan Biddulph at the August 13, 2019 meeting be confirmed and adopted by By-law.

THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

1. That the action of the Council of the Corporation of the Township of Lucan Biddulph in respect of all motions and resolutions and all other action passed and taken by the Council of the Corporation of the Township of Lucan Biddulph, documents and transactions entered into during the August 13, 2019 meeting of Council, are hereby adopted and confirmed, as if the same were expressly included in this By-law.

2. That the Mayor and proper officials of The Corporation of the Township of Lucan Biddulph are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Lucan Biddulph during the said August 13, 2019 meeting referred to in Section 1 of this By-law.

3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Township of Lucan Biddulph to all documents referred to in said Section 1.

Read a FIRST, SECOND and THIRD time and FINALLY PASSED August 13, 2019.

MAYOR **CLERK**

TEMPORARY USE BY-LAW

BY-LAW NO. 203-2019

TOWNSHIP OF LUCAN BIDDULPH

Timothy Van Engelen
35088 Coursey Line

WHEREAS the Council of the Corporation of the Township of Lucan Biddulph deems it advisable to enact restrictions authorized by Section 39 of the Planning Act, R.S.O., 1990, as amended, with respect to the use of certain lands for a temporary period of time;

AND WHEREAS this By-law is in conformity with the Township of Lucan Biddulph Official Plan and the County of Middlesex Official Plan and is consistent with the Provincial Policy Statement.

NOW THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

1. **THAT** notwithstanding Section 6.1.8 of Comprehensive Zoning By-law No. 100-97, a maximum of two single unit dwellings shall be permitted on the lands shown in heavy solid lines on Schedule "A" to this By-law, being Part of Lot 16, Concession 3 (geographic Township of Biddulph), designated as Part 1 on Reference Plan 33R-9896 and known municipally as 35088 Coursey Line in the Township of Lucan Biddulph in the County of Middlesex.

2. **THAT** this By-law shall remain in effect until the 13th day of August, 2022.

3. **THAT** upon expiry of the By-law as set out in Section 2, this By-law does not apply so as to permit two single unit dwellings on the lands shown in heavy solid lines on Schedule "A" to this By-law.

4. **THAT** this By-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 13TH DAY OF AUGUST 2019.

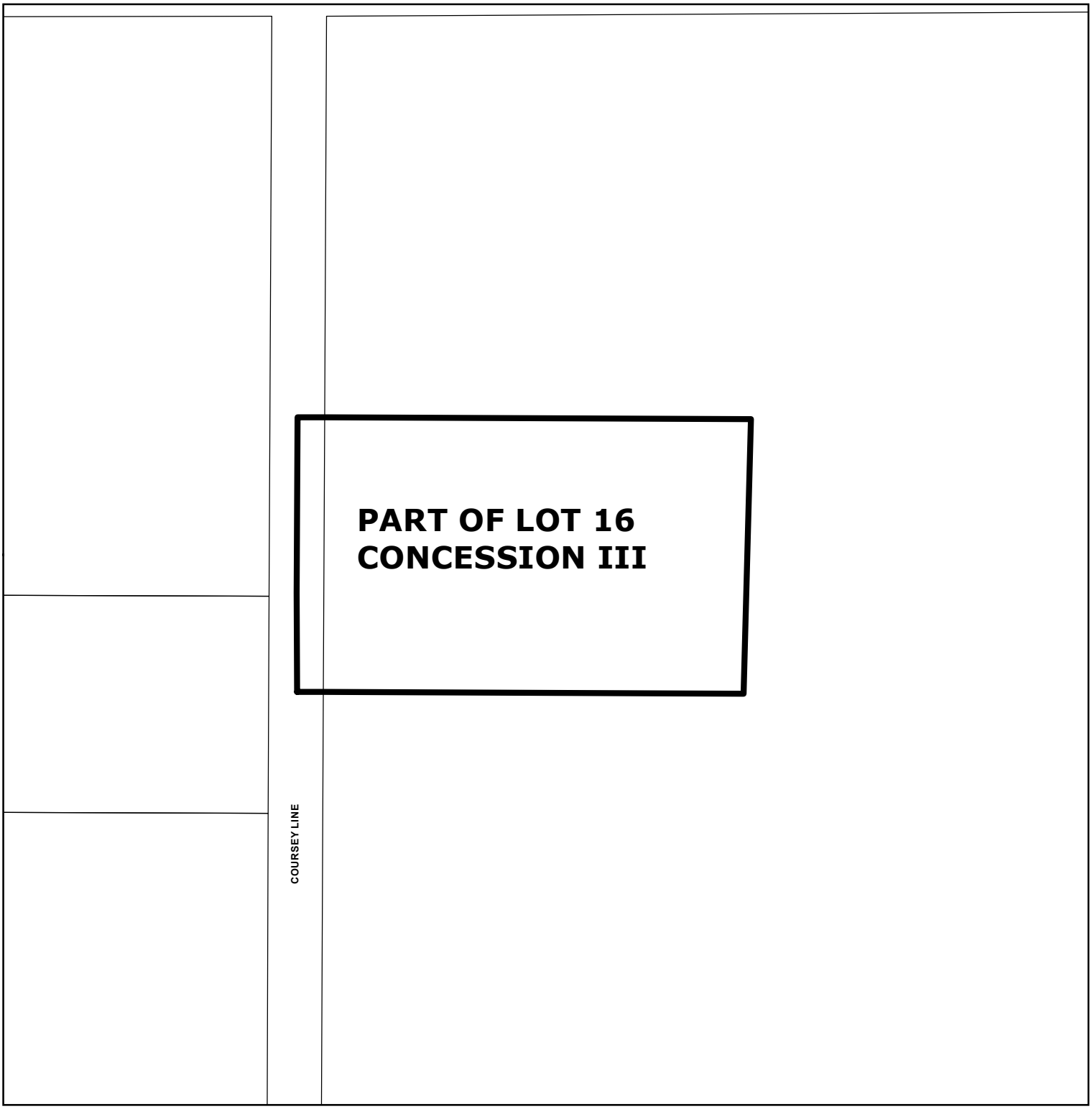
_____ _____

MAYOR **CLERK**

SCHEDULE "A"

Township of Lucan Biddulph

Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 203-2019

PASSED THIS 13th **DAY OF** August **, 2019.**

1:2,000

0 25 50 75 100 125 Metres

N W E S

TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 204-2019
BEING A BY-LAW TO AMEND THE LUCAN BIDDULPH COMPREHENSIVE ZONING BY-LAW NO. 100-2003

2219260 Ontario Inc.
15 Nicholson Street, Lucan

WHEREAS the Council of the Corporation of the Township of Lucan Biddulph deems it advisable to amend Comprehensive Zoning By-law No. 100-2003;

AND WHEREAS this By-law is consistent with the Provincial Policy Statement, in conformity with the County of Middlesex Official Plan and in conformity with the Lucan Biddulph Official Plan;

NOW THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

1. THAT Schedule "B", Map 3 to Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the site-specific Residential Third Density - Holding (R3-7-H) Zone to the site-specific Residential Second Density (R2-1) Zone those lands outlined in heavy solid lines and described as **R2-1** on Schedule "A" attached hereto and forming part of this By-law, legally described as Part of Blocks 103 and 106 on Registered Plan 33M-739 (geographic Township of Biddulph) and designated as Parts 1 and 2 on Reference Plan 33R-20385, Township of Lucan Biddulph in the County of Middlesex.

2. THAT this By-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 13TH DAY OF AUGUST 2019.

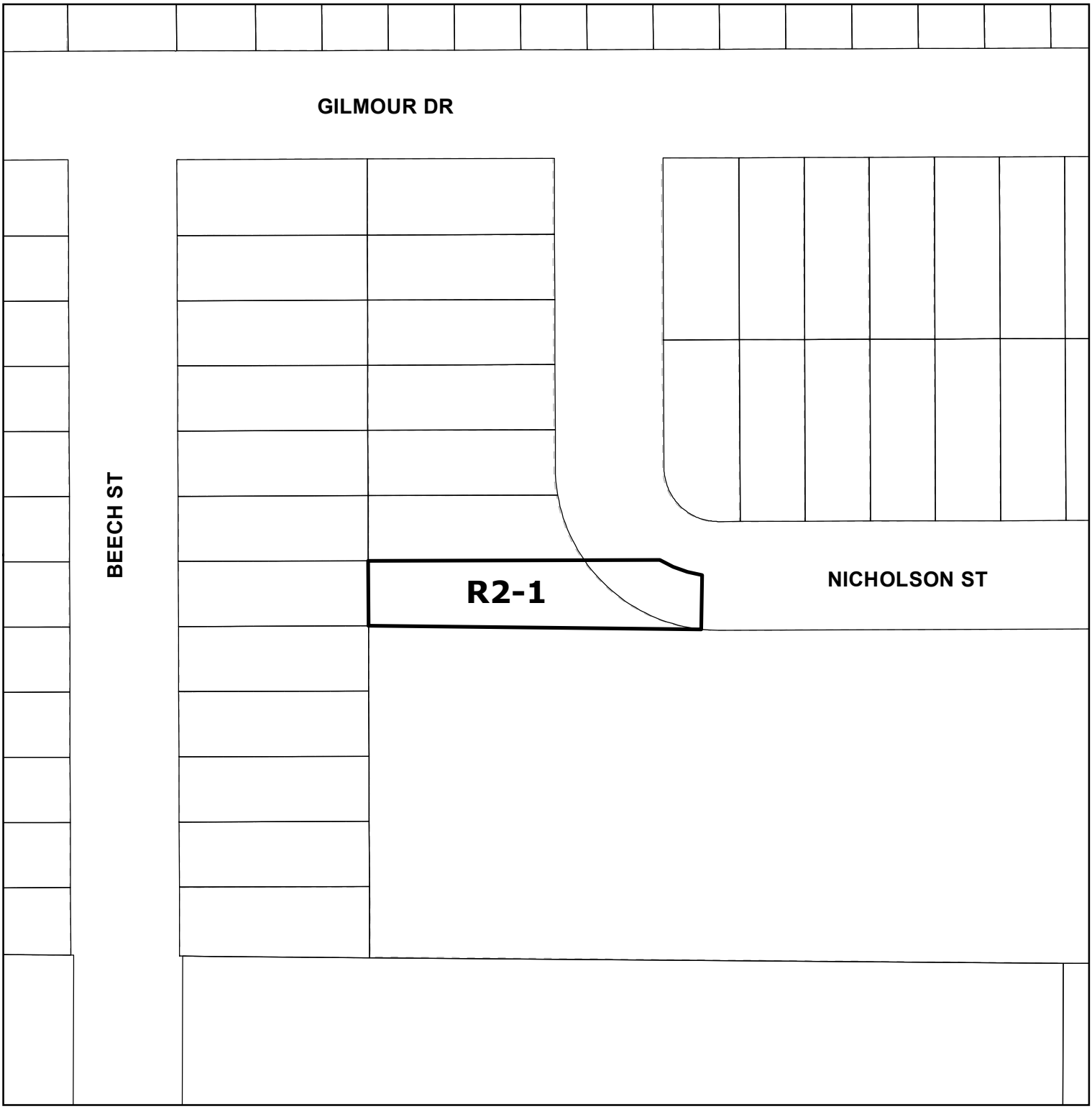
_____ _____

MAYOR **CLERK**

SCHEDULE "A"

Township of Lucan Biddulph

Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 204-2019

PASSED THIS 13th DAY OF August, 2019.

1:1,000

0 10 20 30 40 50 Metres

N W E S

TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 205-2019
BEING A BY-LAW TO AMEND THE LUCAN BIDDULPH COMPREHENSIVE ZONING BY-LAW NO. 100-2003

BaconAcre Farm Inc.

15484 Elginfield Road

WHEREAS the Council of the Corporation of the Township of Lucan Biddulph deems it advisable to amend Comprehensive Zoning By-law No. 100-2003;

AND WHEREAS this By-law is consistent with the Provincial Policy Statement and in conformity with the County of Middlesex Official Plan and the Township of Lucan Biddulph Official Plan;

NOW THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

1. THAT Schedule "A", Map No. 57 to the Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the General Agricultural (A1) Zone to the Surplus Dwelling (SD) Zone those lands outlined in heavy solid lines and described as SD on Schedule "A" attached hereto and forming part of this By-law, being Part of Lot 14, South Boundary Concession (geographic Township of Biddulph) and more particularly described as Part 2 on Reference Plan 33R-20436, in the Township of Lucan Biddulph, in the County of Middlesex.

2. THAT Schedule "A", Map No. 57 to the Comprehensive Zoning By-law No. 100-2003, is hereby amended by changing from the General Agricultural (A1) Zone to the site-specific Agricultural (A3-#) Zone those lands outlined in heavy solid lines and described as A3-11 on Schedule "A" attached hereto and forming part of this By-law, more particularly described as Part of Lots 14 and 15, South Boundary Concession (geographic Township of Biddulph) and more specifically described as Part 1 on Reference Plan 33R-20436 in the Township of Lucan Biddulph, in the County of Middlesex.

3. THAT Section 6A.3 being the Exceptions of the Agricultural (A3) Zone is amended with the addition of the following:

“6A.3.11 a) Defined Area *(BaconAcre Farm Inc.)*

A3-11 as shown on Schedule “A”, Map 57 to this By-law.

b) Permitted Uses existing”

4. THIS By-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

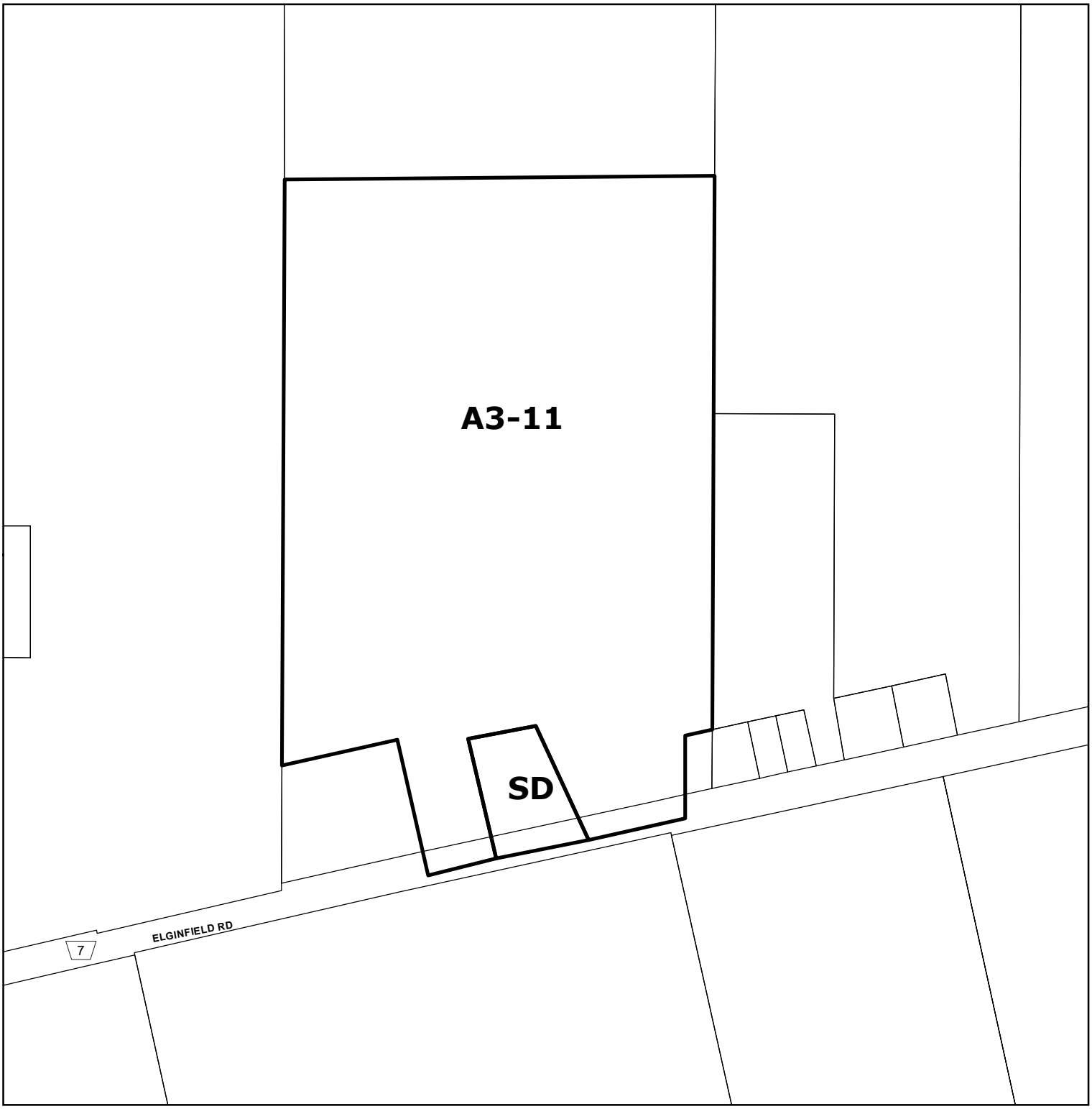
READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 13TH DAY OF AUGUST 2019.

MAYOR **CLERK**

SCHEDULE "A"

Township of Lucan Biddulph

Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 205-2019

PASSED THIS 13th DAY OF August , 2019.

1:6,000

0 80 160 240 320 400 Metres

N W E S