



LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, JANUARY 19, 2021 6:15 PM
Lucan Biddulph Township Office
270 Main Street P.O. Box 190 Lucan, ON

AGENDA

MEETING TO BE HELD ELECTRONICALLY. THE MEETING WILL BE AVAILABLE AS FOLLOWS AT 6:15 P.M. ON JANUARY 19, 2021

https://www.youtube.com/channel/UCeA4Y0M03UFY2O_nbymnWHg

1. Call to Order

2. Disclosure of Pecuniary Interest & Nature Thereof

The Municipal Conflict of Interest Act requires any member of Council declaring a pecuniary interest and the general nature thereof, where the interest of a member of Council has not been disclosed by reason of the member's absence from the meeting, to disclose the interest at the first open meeting attended by the member of Council and otherwise comply with the Act.

3. Announcements

4. Closed Session

5. 6:15 p.m. Public Meetings

(Note: Resolution required for the Council to adjourn its regular meeting in order to convene a public meeting under the Planning Act.)

- a) ZBA-1-2021 Removal of H Symbol
Olde Clover Village Subdivision – Phase 4
2647076 Ontario Inc. (Owner/Applicant)

[PL-01-2021 - Olde Clover Village Phase 4 - Removal of H Symbol](#)

(Note: Resolution required for the Council to reconvene its regular meeting.)

6. Delegations, Presentations & Petitions

Marina Cajic, Transit Coordinator - Lambton Shores Transit Project

[Huron Shores Area Transit Program](#)

7. Adoption of Minutes

[Council Minutes Jan 5 2021](#)

8. Business Arising From the Minutes

[BA Jan 19 2020](#)

9. Correspondence

- a) [2021 Census of population](#)
- b) Balance of Communications:
 - i) [COVID-19 Vaccine Distribution Task Force - Weekly Update Jan 8 2021](#)
 - ii) [OGRA Conference](#)
 - iii) [Upcoming UTRCA Hearing Committee Meeting - Jan 21 2021](#)
 - iv) [Resolution - West Grey - Schedule 8 of Bill 229 Protect Support & Recover from COVID-19 Act](#)
 - v) [Resolution - Mun of Charlton and Dack -Insurance Premium Rates](#)
 - vi) [Support Resolution - Insurance Premium Rates](#)
 - vii) [Support Resolution - Property Tax Exemptions for Veterans Clubs](#)
 - viii) [AMO Watchfile Jan 7 2021](#) [AMO Watchfile Jan 14 2021](#)

10. Committee Reports

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

11. Staff Reports

- a) CAO/Clerks Office
 - [CL-02-2021 Clerks Department Annual update](#)
 - [CL-03-2021 - Electronic Signature Policy](#)
 - [Electronic Signature Policy - revised 2021](#)
- b) Building/By-law Enforcement
- c) Finance
- d) Planning
- e) Public Works
 - [PW-01-2021 - Perth South Boundary Road Agreement](#)
 - [Perth South Boundary Agreement](#)
 - [PW-02-2021 - Water Rates 2021](#)
- f) Parks & Recreation
- g) Economic Development

12. Councillor's Comments

13. Changes to Budget

14. Notice of Motions

15. Motions and Accounts

[Accounts paid](#)

[Motions January 19, 2021](#)

16. By-laws

[04-2021 Execution of TVDSB Site Plan Amendment Agreement](#)

[05-2021 Execution of Perth South Boundary Agreement](#)

[06-2021 Confirming](#)

[200-2021 Olde Clover Village - Phase 4 - Removal H Symbol](#)

[201-2020 - ZBA \(Holland Farms Ltd\)](#)

17. Adjournment



Planning Development
County of Middlesex
399 Ridout Street North
London, ON N6A 2P1
(519) 434-7321 (fax) 434-0638
www.middlesex.ca

MEETING January 19, 2021

PLANNERS REPORT

TO: Municipal Council
Township of Lucan Biddulph

FROM: Dan FitzGerald, Planner

**RE: Request to Remove a Holding (“H”) Symbol
Olde Clover Village Subdivision – Part of Phase Four
2647076 Ontario Inc.
ZBA 1/2021**

Purpose:

The developer is requesting the removal of the holding (H) symbol from the zoning of the said lands to allow the continued development of a portion of the fourth phase of the Olde Clover Village Crossing (Lucan Estates) Subdivision, limited to thirty three (33) single detached residential building lots.

Background (refer Key Map):

The subject property is a parcel of land having an area of approximately 2.6 hectares (6.43 ac) and located north of Spencer Ave, with Watts Drive, Jefferson Street and Olde Clover Drive running through the lands in the Olde Clover Village Crossing (Lucan Estates) Subdivision. The lands in question are intended for the construction of single detached dwellings.

The land was subject to two separate draft plan of subdivision approvals, those being subdivision files 39T-LB-1301 and 39T-LB-0702, and are also identified as part of Phase 4 of the Olde Clover Village Crossing (Lucan Estates) Subdivisions. Under file 39T-LB-1301, the developer received draft plan approval for two multi-family residential blocks and 58 single detached dwellings. However only 11 single detached lots were included with the initial phase of development where the developer is requesting the Holding (H) symbol removal. Likewise, phase 4 of file number 39T-LB-0702 includes the last remaining 22 single detached lots, which the developer is requesting the Holding (H) symbol be removed.

As established in the subdivision agreement, the Holding (H) symbol provision was added to the zone to ensure the developer entered into a development agreement with the Township, that the agreement be executed and registered, and final approval and registration of the subdivision plan was completed prior to any construction. The Owner is now seeking to construct homes on the lands, which requires the Holding (H) symbol to be removed.

The lands are currently vacant, designated Residential under the Official Plan and zoned a ‘site-specific’ Residential First Density Exception – Holding (R1-8-H) Zone in the Township Zoning By-law.

Request for removal of the holding ("H") symbol 2
Olde Clover Village (Lucan Estates)
2647076 ONTARIO INC

Analysis:

The prerequisite for the removal of the holding (H) symbol has been satisfied recognizing that this development is subject to an executed subdivision agreement between the developer and the Township and registered against the title of the subject lands. As well, the developer has received final approval from the subdivision authority and registered the final plan of subdivision of this phase. The removal of holding would be consistent with the Provincial Policy Statement, the County of Middlesex Official Plan and the Township of Lucan Biddulph Official Plan.

The holding (H) symbol would remain on the zoning for the remaining balance of the lands until such time as a subdivision agreement and/or site plan agreement has been executed for any subsequent phase(s) between the Township and the developer. Beyond the combined 33 lots, the remaining lands would support two medium density blocks for the purpose of establishing townhouses and 47 single detached residential lots.

Recommendation:

THAT the request to remove the holding (H) symbol by 2647076 Ontario Inc for a portion of the fourth phase of the Olde Clover Village Crossing (Lucan Estates) Subdivision limited to 33 single detached lots be granted and that the implementing By-law be passed.

Huron Shores Area Transit

OPERATING SINCE DECEMBER 14, 2020



Transit Pilot Project

- This project is funded until March 31, 2023 and is made possible through the Government of Ontario's CT (Community Transit) Grant
- The grant program supports local and intercommunity bus service in areas unserved or underserved by public transit
- The program will make it more convenient for Ontarians to access essential services in their communities, connect with other transportation services, and travel between cities and towns.



Transit Pilot Project

Where we are now:

- Covid-19: Safety Measures
- Routes, Schedules, and Fares
- Website
- The HSAT Advisory Committee
- Joining SCOR / SCT
- Ridership



Voyago

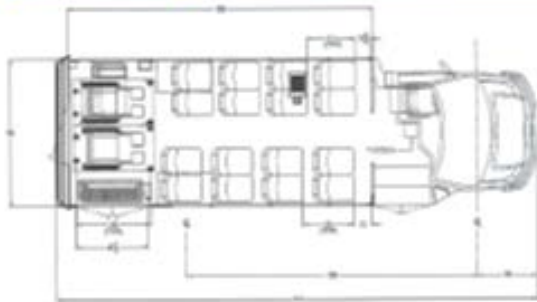
Voyago serves approximately 50,000 daily passengers across the province

Currently, they are the service providers for:

- Guelph Owen Sound Transportation, Tillsonburg Transit, Strathroy-Caradoc Transit, Caledon Transit, Middlesex County, and Perth Connect



Voyago Vehicles & Storage



- 2 new buses:
 - 2019 Glaval Titan II
- 26 ft. (9.7 metres)
- 18 seated passengers
- 2 wheelchair positions
- Rear wheelchair lift
- Meets all AODA standards

Bus storage at Lambton College
and Sobeys Plaza in Grand Bend



Covid-19: Safety Measures

Since public transit is an essential service, HSAT will continue to operate during the provincial shutdown, with the following safety measures in place:

- Additional cleaning protocol, particularly high touch points
- Mandatory masks
- Bio-shield between driver and passengers



Routes and Schedules

Route 1 Long Distance: Sarnia - Grand Bend

- Monday to Sunday; 2 round trips daily
- Servicing Kettle Point and Forest

Route 1 Local: Grand Bend - Forest

- Monday to Friday; 3 round trips daily
- Servicing Kettle Point

Route 2 Long Distance: Grand Bend - London

- Monday to Sunday; 2 round trips daily
- Servicing Dashwood, Exeter, Huron Park, Lucan

Route 3: Bayfield - Grand Bend

- Wednesday and Friday; morning one way, evening return

Route 4: Ailsa Craig - Parkhill - Grand Bend

- Tuesday and Thursday; morning one way, evening return



Zone-Based Fare System

What is zone-based pricing?

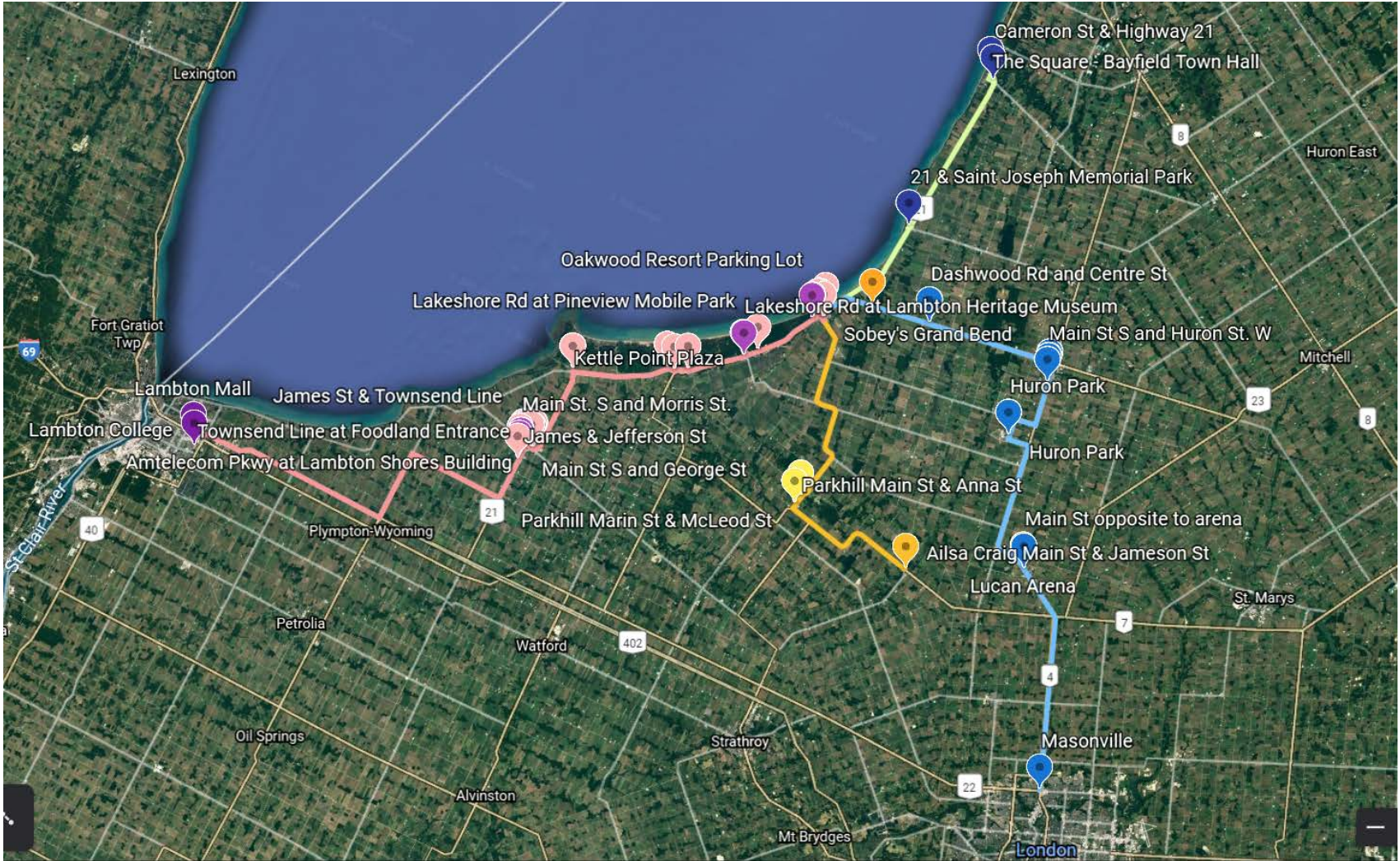
- The transit network is divided into zones. Each zone has a flat fare. The price to be paid by the passenger will depend on the number of zones travelled

Payment options:

- Cash
- Smart Card System
- Other pending options:
 - Mobile app. payment



Route Map



Find Us Here

www.huronshoresareatransit.ca

- Route, schedule, and fare information
- AODA compliant access to information

[1-888-465-0783](tel:1-888-465-0783)

- Customer service line

[@huronshoresareatransit](https://www.facebook.com/huronshoresareatransit)

- Facebook



HSAT Advisory Committee

- Committee members are representative of the general public, the business community, social agencies, and municipalities. The purpose of the committee is to:
 - Advise and assist the Transit Coordinator
 - Continually review service delivery
 - Balance fiscal realities while meeting the demands placed on the service
 - Work to ensure sustainability of the transit system beyond the existing pilot project end date of March 31, 2023





Joining SCT

South West Community Transit Membership

Comprised of municipalities and not-for-profit organizations in Southwest Ontario (Members).

Increasing travel connections between under-served areas, rural communities and urban cities.

- Consistent messaging across all regions
- Coordinate marketing & promotions to leverage economies of scale
- Common website for riders to obtain information (fares, stop locations, policies)
- Similar policies for accessibility to ensure a seamless service



Ridership and Reports

- Monthly ridership statistics offered by Voyago (see below)
- Bus tracking, schedule adherence, and ridership reports offered by TransitFare (currently in set-up phase)
- Preliminary Ridership statistics for soft launch December 14 – December 31, 2020
 - Route 1: Total Passengers = 19
 - Route 2: Total Passengers = 26 (3 from Lucan)
 - Maximum daily count = 7 (across all routes)



Gas Tax

- Ontario's Dedicated Gas Tax Funds for Public Transportation (Gas Tax) Program was launched in 2004 to provide a long-term, sustainable source of funding for Ontario municipalities that contribute towards local public transit
- By providing a portion of the gas tax for public transportation (two cents per litre), the Province will assist municipalities to become more self-sustaining
- Since implementation, \$3.8 billion in Gas Tax funding has been committed to Ontario municipalities
- HSAT will look into eligibility, application criteria, and allocation policies for this program in the near future

Future Plans

- Review demand-responsive service options
- Analyze ridership statistics and modify fixed-route service and schedules, if required
- Work with SCT to create seamless transfers with neighbouring transit agencies



The Corporation of the Township of Lucan Biddulph Council Minutes

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

Also Present: R. Reymer-CAO/Clerk, T. Merner-Deputy Clerk, L. deBoer-Economic Development Coordinator, J. Little-Public Works Manager, K. Langendyk-Treasurer, P. Smith-Parks & Recreation Manager

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 6:00 pm. The meeting took place electronically.

Declaration of Pecuniary Interest & Nature Thereof

None

1/ Closed Session

Moved by A. Westman

Seconded by D. Regan

Resolved that Council adjourn its regular council meeting in order to conduct a closed session pursuant to Section 239 (3.1) of the Municipal Act for the purpose of educating of training members of Council with R. Reymer, T. Merner and L. deBoer remaining.

CARRIED

2/ Rise from Closed Session

Moved by D. Manders

Seconded by D. Regan

Resolved that the Council does now rise out of closed session and Council reconvene its regular meeting at 6:49 p.m.

CARRIED

Report from Closed Session

Council received training on the Respect in Workplace (Harassment and Violence) policy.

Announcements

Mayor C. Burghardt-Jesson opened regular council meeting by announcing the 2020 Mayor's Honour roll recipients as follows:

- Good Neighbour Award - Glenn Kelly
- Sports & Recreation Award - Heather Mutter
- Volunteerism & Citizenship Award - Jana Baer-Smith
- Youth Ward – Cassandra Beattie
- Community Development – Dr. Chris Cameron

Each individual was acknowledged for their efforts in making a difference in our community and the lives of others and Mayor C. Burghardt-Jesson noted she would be connecting with each recipient individually in the coming weeks.

Honorable Mention was also given to Porter Huffman & Colton Lawrence for their efforts in collecting Canadian tire money, bottle drive funds and cash donations towards purchasing toys for kids in need in our area.

Delegations

Renee Hornick, Senior Operations Manager - OCWA

Ms. Hornick presented the 3rd quarter operation reports for the Lucan and Granton Waste Water Treatment facilities. Discussion took place regarding maintenance and equipment repairs, recommendations received from BM Ross Engineers and the effects of grease build-up in the plants with Granton in particular due to the disc and overall smaller system in place at that location.

Mayor C. Burghardt-Jesson thanked Ms. Hornick for her presentation at which time she exited the meeting.

Adoption of Minutes

3/ Minutes

Moved by A. Westman

Seconded by D. Regan

That the regular council minutes of December 15, 2020 be approved as circulated.

CARRIED

Business Arising

All items were noted as ongoing.

Correspondence

K. Langendyk commented on the letter received from the Ministry of Municipal Affairs and Housing regarding the Safe Restart Agreement and additional funding that has been secured from the federal government. She noted that Lucan Biddulph received \$123,000.00 recently for operating expenses due to COVID-19 such as signage, PPE, and lost revenues. Discussion took place regarding what can be recovered, reporting process and how lost revenue from the community centre is being tracked.

4/ Receive Communication Reports

Moved by D. Regan

Seconded by D. Manders

That Items 9. 1) through 2) q) (Correspondence) be received for information.

CARRIED

Committee Reports

ABCA and UTRCA

A Westman advised that representatives from both Conservation Authorities will be reaching out to schedule a time to attend Council meeting and answer any questions regarding the recent budgets set.

Parks & Recreation

Meeting Minutes from the December 9, 2020 PRAC meeting

Staff Reports

CAO/Clerk

R. Reymer reviewed report no. CAO-01-2021 regarding the recent provincial legislation updates and COVID-19. He gave a brief overview on the effects of the lockdown in our community including the municipal office and community centre. Discussion took place regarding the arrangements in place for the municipal office and residents looking for assistance as well as moving towards digital pre-screening forms for staff and the public entering municipal buildings. R. Reymer gave a few other department updates including a recent meeting that took place with the manager of planning for the Thames Valley District School Board, Ben Puzanov and an upcoming scheduled meeting with representatives from Jake's House. Discussion took place regarding possible future contact with representatives of the Catholic District School Board in as well.

5/ Provincial Legislation & Updates re COVID-19

Moved by A. Westman

Seconded by P. Mastorakos

That report no. CAO-01-2021 be received for information.

CARRIED

T. Merner reviewed report no. CL-01-2021 regarding a proposal for a new meeting management software program called eSCRIBE. She advised that through a joint initiative with the County of Middlesex and other lower-tier municipalities this program will provide modernization to our current meeting management of Agenda preparation, Minute taking and more. Discussion took place regarding additional capabilities of the program such as digital voting and agenda preparation for Committee's as well.

Finance

K. Langendyk advised the Interim Tax Levy Bylaw for 2021 is included and that generation of 2021 interim tax bills will take place at the end of this month.

Public Works

J. Little gave a department update and advised Matt Pearson from BM Ross will be attending

Council soon to provide an update on the Master Servicing Plan.

J. Little further advised that a report will be coming forward at the next Council meeting regarding a new agreement for the shared service arrangement with the Township of Perth for a small section the Whalen Line road. Discussion followed regarding the County of Middlesex assuming Whalen Line and this section that was not included.

Deputy Mayor D. Manders advised the new curb installed on Saintsbury Line has made it more dangerous for pedestrians and asked when sidewalks are planned for this section. J. Little advised that it is his understanding that sidewalks from the corner of Richmond Street and Saintsbury Line are planned for installation with the traffic lights later this year to the corner of Wellington Street and Saintsbury Line. Further discussion took place regarding pedestrian safety and education and awareness promotion as Saintsbury Line continues to receive more pedestrian traffic.

Parks & Recreation

P. Smith advised he has been in touch with local user groups such as Minor Hockey and Lucan Hoops and the ice will remain in place at this time with hope that users can return after the lockdown is lifted. He further noted mitigation measures to save energy are taking place such as limited lighting and keeping the ice area dark. He further noted that by keeping the ice installed at time we are remaining consistent with others across the County.

Economic Development

L. deBoer reviewed report no. EDC-01-2021 regarding the RED program grant through OMAFRA. She noted the available grant is less this year at 30% as opposed to 50%. L. deBoer provided two projects for Council to choose from adding that Market Street Park revitalization has been a topic of interest recently. Discussion took place regarding opportunity for partnering with service clubs such as the Lions club and input from our parks & recreation committee and coinciding with the recreation master plan.

Councillor's Comments

Councillor D. Regan asked about the status of updates to the signs at both ends of Lucan and L. deBoer advised a follow-up with Murals & Metals is in progress.

Councillor D. Regan asked for an update on the traffic calming measures and J. Little advised a community signage program is being looked into by Lucan Biddulph as well as other municipalities in the County, with possible roll-out for the Spring of 2021. Further discussion took place regarding a third speed sign which would be placed in Granton

Discussion took place regarding increased pedestrian traffic on Saintsbury Line and promoting safety awareness for residents.

Councillor P. Mastorakos noted that communication was identified as an area with need for improvement from the feasibility study that was completed last year. He further noted he would like to see information regarding procedures for complaints communicated better to our residents. Discussion took place regarding assistance that our new website will offer as well as an App that is also being worked on.

Motions

6/ MAP Program

Moved by A. Westman

Seconded by D. Regan

That Council authorize Tina Merner to enroll in Unit 4 and Abby Vandermuren to enroll in Unit 3 of the Municipal Administration Program offered through AMCTO for the Winter 2021 term at a registration cost of \$446.35 (including HST) each.

CARRIED

7/ eSCRIBE Meeting Management Software

Moved by P. Mastorakos

Seconded by A. Westman

That Council approve the withdrawal of \$16,200.00 from the efficiency fund reserves in 2021 for the purchase of the eSCRIBE meeting management software as stated in report no. CL-01-2021.

CARRIED

8/ RED Program

Moved by D. Manders

Seconded by P. Mastorakos

That Council defers the decision regarding the RED program application as outlined in report no. EDC-01-2021 until the January 19, 2021 Council meeting.

CARRIED

9/ Confirming

Moved by D. Manders

Seconded by A. Westman

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:

- 01-2021 Interim Tax Levy By-law
- 02-2021 Execution of Agreement - eSCRIBE
- 03-2021 Confirming By-law

CARRIED

10/ Adjournment

Moved by P. Mastorakos

Seconded by D. Manders

Resolved that the Council meeting be adjourned at 8:55 p.m.

CARRIED

MAYOR

CLERK

DRAFT

Business Arising – Minutes of January 5, 2020

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status

Previous Meetings

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Lucan OPP station	OPP Inspector Dean Croker to provide point of contact info. with respect to longevity of Lucan OPP station	continue to lobby concern re longevity of Lucan OPP station	ongoing
Governance Training for Council	Staff to obtain quotes for a consultant to provide governance training and review roles and accountability of Councillors	Costs to be discussed during budget	Budget Discussion
Affordable Housing	Investigate available options for providing affordable housing in Lucan	Staff to provide information and options for consideration	ongoing
Feasibility Report – Phase 2 Community Centre Project	Campaign Coaches provided report regarding feasibility study conducted	Staff to provide report with recommendation	ongoing
Future Development Lands	Proceed with comprehensive review	Staff to provide updates	ongoing
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	ongoing

From: Do Not Reply / Ne Pas Répondre (statcan/statcan) <statcan.DoNotReply-NePasRepondre.statcan@canada.ca>

Sent: Wednesday, January 13, 2021 10:10:43 AM

To: Cathy Burghardt-Jesson <cbjesson@lucanbiddulph.on.ca>

Subject: 2021 Census of Population / Recensement de la population de 2021

Dear Mayor,

I am pleased to inform you that the next census will take place in May 2021. I am writing today to seek your support to increase awareness of the census among residents of your community.

For over a century, Canadians have relied on census data to tell them about how their country is changing and what matters to them. We all depend on key socioeconomic trends and census analysis to make important decisions that have a direct impact on our families, neighbourhoods and businesses. In response to the COVID-19 pandemic, Statistics Canada has adapted to ensure that the 2021 Census is conducted throughout the country in the best possible way, using a safe and secure approach.

Statistics Canada will be [hiring approximately 32,000 people](#) across the country to assist with census collection. We would like to work with you and your municipality to ensure that your residents are aware and informed of these job opportunities.

Furthermore, your support in encouraging your residents to complete the census will have a direct impact on gathering the data needed to plan, develop and evaluate programs and services such as schools, daycare, family services, housing, emergency services, roads, public transportation and skills training for employment.

If you would like to express your municipality's support for the census, please share the municipal council resolution text below with your residents:

Be it resolved that:

The Council of the Corporation of (NAME OF CITY/TOWN/MUNICIPALITY) supports the 2021 Census, and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.

In the coming weeks, a member of our communications team may contact you to discuss ways in which we can work together. Should you have any questions, please contact us at statcan.censusoutreach.ontario-rayonnementdurec.ontario.statcan@canada.ca.

Thank you in advance for supporting the 2021 Census.

Yours sincerely,

Geoff Bowlby
Director General, Census Management Office
Statistics Canada / Government of Canada

COVID-19 Vaccine Distribution Task ForceGeneral (Ret'd) Rick Hillier
Chair25 Grosvenor Street
11th Floor
Toronto ON M7A 1Y6

COVID-19VaccineTaskForce@ontario.ca

Groupe d'étude sur la distribution des vaccins contre la COVID-19Général (à la retraite) Rick Hillier
Président25, rue Grosvenor
11^e étage
Toronto ON M7A 1Y6

COVID-19VaccineTaskForce@ontario.ca



January 8, 2021

This is my first memo of 2021 and I am pleased to report how much progress has been made this past week. We have vaccinated 91,000 Ontarians since the start of the rollout.

As planned, we have been able to study our vaccine rollout at the first 19 sites to ensure our logistics were in place and running smoothly. We have worked with our Pfizer pilot sites, UHN and The Ottawa Hospital, to put together a playbook for future sites. This will allow us to continue expanding and make necessary changes to ensure we are running efficient clinics at their full capacity. We are always looking at ways to push harder and to use all available resources to vaccinate as many of our priority populations as we can each day.

To this end, we have put in place an accelerated Long-Term Care Home Vaccination Plan. Four public health units (Toronto, York, Peel and Windsor-Essex) are piloting the administration of the Moderna vaccine and are accelerating their vaccination plans at **161** long-term care homes. Our goal, which I know we can achieve, is to offer all residents, caregivers and staff who have not been vaccinated, the vaccine, on-site, by January 21, 2021.

We are not just focusing on the four pilot sites. We know that the other regions need to get the vaccine into their long-term care homes as well. With the protocols in place to move the Pfizer-BioNTech vaccine in place this week, public health units and hospitals will work together to vaccinate long-term care home residents from the Pfizer-BioNTech vaccine doses allocated to hospital sites.

As we rollout vaccines in the above sites, we continue to work daily with all our health sector partners across the province ensuring they are ready when their vaccines are delivered.

Thank you to our public health unit, hospital and municipal partners who have taken the challenge to strive to do more each day and to push to the limits. I value the dedication and hard-work your staff are putting in each and every day.

Sincerely,

General (Ret'd) Rick Hillier
Chair of the COVID-19 Vaccine Distribution Task Force

January 19, 2021

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COVID-19 Vaccine Distribution Task Force

COVID-19 Vaccine Distribution Task Force Update #5

January 8, 2021

Vaccine Update

Update as of January 8, 2021:

- Over **91,000** doses of COVID-19 vaccines have been administered to date.
- Working with hospital sites to continue to increase vaccine administration, having already achieved 10,000 doses per day.
- **Long-Term Care Home Accelerated Vaccination Plan:**
 - Toronto, York, Peel and Windsor-Essex health units are piloting the administration of the Moderna vaccine and are accelerating vaccination plans at 161 LTC homes.
 - They will offer all residents, essential caregivers and staff who have not been vaccinated the opportunity to be vaccinated, on-site, by January 21, 2021.
 - Ministry of Health, Ministry of Long-Term Care, in partnership with Ontario Health, and the Public Health Units have been hosting daily calls to support implementation.
 - Vaccination of over 6,400 residents, essential caregivers and staff were accomplished within the first 6 days of this accelerated plan using the Moderna vaccine, with more and more planned in the coming weeks.
 - Movement of the Pfizer vaccine beginning this week unlocks the potential to use doses delivered to hospital to vaccinate residents, staff, and essential caregivers in LTC immediately, after successful demonstrations of this in Ottawa on January 5, 2021.

Fly-In Northern Communities

- Significant progress has been made on the plan for vaccinating those residing in fly-in Northern communities, including the identification of health care personnel who will be administering the vaccine.
- Ornge is undertaking the operational lead and is partnering with the Nishnawbe Aski Nation (NAN) and the communities to lead the deployment of the vaccine in fly-in communities.
- A First Nations sub-table has been established under the Vaccine Distribution Task Force and continues to meet to engage First Nations on the approach to vaccination.
- Dedicated engagement with urban Indigenous partners is underway, with a view to launching a parallel Urban Indigenous process to engage on the approach to vaccinating First Nations, Métis, and Inuit populations residing in urban centres.
- A communications process is being established with key Indigenous, health and ministry partners to gather input and collaboration on effectively developing, translating and distributing culturally appropriate communications and public education materials for First Nations, Métis and Inuit people.

IT and Data

- Rapid enhancements to the COVax_{ON} solution were implemented Dec 31st, which include:
 - Expanded capabilities to track administering Moderna vaccine in addition to Pfizer.
 - Support for second dose recording.
 - Added functionality to allow on-site “super users” to upload their client contact lists to support the cohort approach to scheduling.
- Additional metrics are now available via hourly dashboards and enhanced reporting has been developed and shared via an end-of-day email summary of the vaccine by location.
- The total doses administered are regularly published online to the [Ontario Open Data Catalogue](#).

Communications

- Launch of the [Ethical Framework](#) for COVID-19 vaccine distribution which was developed in partnership with the COVID-19 Vaccine Distribution Task Force, guides vaccine prioritization and distribution across the province.
- Social campaign continues to perform well: paid search campaign has delivered 6.9 million impressions.
- Refresh of the [Ontario.ca/COVIDvaccine](#) page offering real-time information and daily progress on vaccinations. Since its launch on December 7 with over 40% of traffic (over 43,000 visits) coming to the website from the paid ad campaign and 401,888 pageviews.
- Technical briefings ongoing with media on background to provide update on Pfizer and Moderna rollout and level set regarding questions on vaccines. Major media in attendance included: CTV, CBC, TVO, Toronto Sun, Globe and Mail.

Ottawa Vaccine Deployment Case Study: Overview

By the Numbers

53,000

Individuals to be vaccinated by mid-February

1,800

Doses delivered per day at peak operations

18

Vaccinators per site

2

Sites operational to differentiate between first and second doses

1 min. 45 sec.

“In chair” time per vaccination

Keys to Success



Develop clear mission: to vaccinate as much of the community as possible in accordance with prioritization framework



A clear Incident Management Structure (see Appendix), comprised of integrated teams that have clear roles and an understanding of how to work together, i.e.:

- Establish a lead point of contact
- Enable two-way communication built on pre-existing, trusting relationships
- Provide support and information in ‘real time’



Limit open/unreserved vaccination timeslots by looking outside of your organization for eligible healthcare staff (per prioritization criteria)

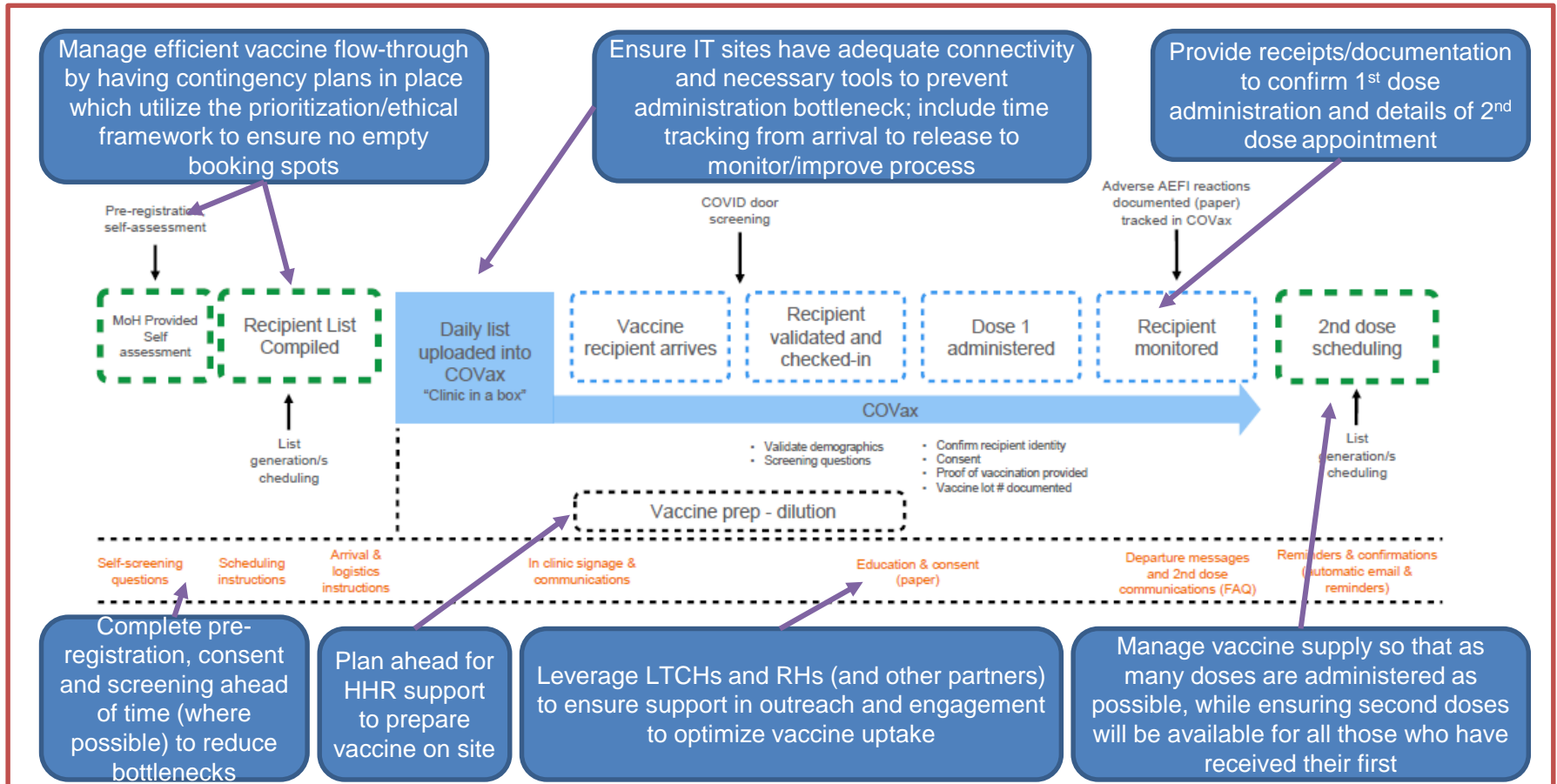


Provide access to clear, tangible, information (in writing) to eligible cohort and obtain consents as early as possible



Ottawa Vaccine Deployment Case Study: Process Highlights

Tips for Process Success



From: Ontario Good Roads Association <DoNotReply@ConnectedCommunity.org>
Sent: Wednesday, January 13, 2021 3:27 PM
To: Ron Reymer <rreymer@lucanbiddulph.on.ca>
Subject: The Clock is Ticking! Early Bird Rate Ends Soon - 2021 OGRA Conference

Problems Viewing this Email? [Click Here](#)



[2021 OGRA Conference: Early Bird Rates End Soon!](#)

Register now to receive early bird registration rates for the 2021 OGRA Conference.



The deadline to register at the early bird rate is **January 22!** Once the deadline has passed, you will no longer be able to register at this special rate. More information regarding fees and our special group rate discounts are available at OGRAConference.ca

Get in early, and get ready to see industry experts and provincial leaders such as **Hon. Doug Ford**, **Hon. Caroline Mulroney**, and keynote speaker, former Toronto Mayor **David Miller**, as they discuss the challenges to municipalities and solutions to the epic year behind and ahead of us.

To take advantage of the early bird rate, please [Register Online](#) by 4:00 PM on Friday, January 22nd.

Hurry and register now as you don't want to miss out on these premium rates!

Register Now!

[2021 OGRA Conference: Requests for Municipal Delegations](#)

February 22 - 25, 2021

Interested in meeting with provincial representatives at the 2021 OGRA Conference? The delegation request system is open. Visit the municipal [delegations page](#) to submit your application.

The deadline to submit your request is **Friday, January 22, 2021**.

Only registered delegates will be able to attend meetings with provincial officials. To register, please visit the [conference registration page](#).

If you have any questions regarding the delegation request process please email delegations@ogra.org.

Municipal Delegation Requests

Have a look at the [OGRA Career Hub](#). Where you look for a career, not just a job.

Join the conversation at [the OGRA Interchange](#)

The Ontario Good Roads Association advances the infrastructure and transportation interests of our members through training, advocacy and services.



Update your [email preferences](#) to choose the types of email you receive

[Unsubscribe from community emails](#)

From: Michelle Viglianti [<mailto:VigliantiM@thamesriver.on.ca>]

Sent: January 14, 2021 4:04 PM

To: Amy Humphries <ahumphries@cityofwoodstock.ca>; Ann Wright <clerk@middlesexcentre.on.ca>; Ashley Carter <acarter@pertheast.ca>; Brent Kittmer <bkittmer@town.stmarys.on.ca>; Carla Preston <Cpreston@westperth.com>; Cathy Saunders <csaunder@london.ca>; Chloe <cseior@oxfordcounty.ca>; Donna Wilson <dewilson@zorra.ca>; Julie Forth <clerk@swox.org>; Kyle Kruger <kkruger@norwich.ca>; Lizet Scott <lscott@perthsouth.ca>; Michael Graves <mgraves@ingersoll.ca>; Rebekah Msuya-Collison <clerk@southhuron.ca>; Roger Mordue <rmordue@blandfordblenheim.ca>; Ron Reymer <rreymer@lucanbiddulph.on.ca>; Tatiana Dafoe <clerks@stratford.ca>; Tena Michiels <TMichiels@thamescentre.on.ca>; Will Jaques <wjaques@ezt.ca>

Subject: Meeting Notice: Upcoming UTRCA Hearing Committee Meeting

Meeting Notice for your information:

Good afternoon,

There will be a meeting of the UTRCA Hearing Committee on Thursday January 21st at 1:00pm.

Please find the draft agenda for the January 21st, 2021 UTRCA Hearing Committee Meeting on our website: <http://thamesriver.on.ca/board-agendas-minutes/board-of-directors-subcommittees/>

This meeting will be live streamed on YouTube. The link to watch the meeting will be posted on the above website closer to the meeting date.

If you have any questions regarding the agenda, how to attend the meeting, or have an issue accessing the website, please don't hesitate to contact me.

Thank you,
Michelle Viglianti



Michelle Viglianti

Administrative Assistant

1424 Clarke Road London, Ontario, N5V 5B9

519.451.2800 Ext. 222 | Fax: 519.451.1188

vigliantim@thamesriver.on.ca



**Corporation of the
Municipality of West Grey**

402813 Grey Road 4
RR 2 Durham, ON N0G 1R0
519-369-2200

January 13, 2021

Re: Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act

WHEREAS the Ontario Government proposes amendments to the Crown Forest Sustainability Act in Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020;

WHEREAS the Crown Forest Sustainability Act applies to almost two thirds of Ontario's land base which amounts to over 70 million hectares of land that is habitat for many species at risk;

WHEREAS Bill 229 schedule 8 amends the Crown Forest Sustainability Act in order to exempt all forestry operations from mandatory consideration of species at risk protection and recovery as mandated by the Endangered Species Act;

WHEREAS Bill 229 schedule 8 removes the ability to issue orders in circumstances when there is imminent danger to a species at risk;

THEREFORE BE IT RESOLVED THAT West Grey council requests the Province of Ontario repeal schedule 8 of Bill 229 and that a copy of this resolution be forwarded to:

Premier Ford

Minister Philips, Minister of Finance

Minister Yakabuski, Minister of Natural Resources and Forestry

Minister Yurek, Minister of the Environment, Conservation and Parks

MPP Bill Walker, Bruce-Grey-Owen Sound

MPP Ian Arthur, NDP Environment Critic

Grey County Council
Ontario municipalities
Association of Municipalities of Ontario
Conservation Ontario
Saugeen Valley Conservation Authority
Grey Sauble Conservation Authority

Respectfully,

Genevieve Scharback,
Director of Administration / Clerk
Municipality of West Grey



MUNICIPALITY OF CHARLTON AND DACK

TEL: (705)-544-7525
FAX: (705)-544-2369
info@charltonanddack.com
www.charltonanddack.com

January 7th, 2021

**The Honourable Doug Ford
Premier of Ontario**

Sent by email: doug.fordco@pc.ola.org

RE: MOTION REGARDING - Insurance

The following resolution was passed by the Council for the Municipality of Charlton and Dack on December 18th, 2020:

WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase – with especially large increases going into 2021.

AND WHEREAS Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault;

AND WHEREAS these increases are unsustainable and unfair and eat at critical municipal services;

AND WHEREAS the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:

- 1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.*
- 2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10 day rule on slip and fall cases given recent judicial interpretations and whether a 1 year limitation period may be beneficial.*
- 3. Implement a cap for economic loss awards.*
- 4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third party liability coverage to \$2 million in government regulated automobile insurance plans.*
- 5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non profit insurance reciprocals.*
- 6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its*



and municipal arguments as to the fiscal impact of joint and several liability.

7. *Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.*

THEREFORE BE IT RESOLVED THAT the Council for the Municipality of Charlton and Dack call on the Province of Ontario to immediately review these recommendations and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities.

AND FURTHER BE IT RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario, the Honourable John Vanthof, MPP for Timiskaming- Cochrane, and all Ontario municipalities.

Yours Truly,

Dan Thibeault
Clerk Treasurer CAO
Municipality of Charlton and Dack

CC: Honourable Peter Bethlenfalvy, Minister of Finance
Honourable Doug Downey, Attorney General of Ontario
Honourable John Vanthof, MPP for Timiskaming- Cochrane
All Ontario Municipalities

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

SECONDED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

Motion #: 56
 Resolution #: 6
 Date: January 12, 2021

WHEREAS, the council of the Township of Larder Lake supports the resolution of the Municipality of Charlton and Dack, requesting that the Province of Ontario address municipal insurance cost; And

WHEREAS, the Association of Municipalities of Ontario Outlined seven recommendation to address insurance issues including:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing (10) day rule on slip and fall cases given recent judicial interpretations and whether a one-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non- profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

THEREFORE, BE IT RESOLVED THAT the Council for the Municipality of Larder Lake call on the Province of Ontario to immediately review these recommendations and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities.

AND FURTHER BE IT RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario, the Honourable John Vanthof, MPP for Timiskaming- Cochrane, and all Ontario municipalities.

Recorded vote requested:

	For	Against
Tom Armstrong	✓	
Patricia Hull	✓	
Paul Kelly	✓	
Lynne Paquette	✓	
Patty Quinn	✓	

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Disclosure of Pecuniary Interest*

Chair:

*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

Lisa Thompson, MPP
Unit 2, 807 Queen Street
Kincardine, ON N2Z 2Y2
lisa.thompsonco@pc.ola.org

January 6, 2021

Dear Lisa Thompson,

Please be advised the Council of the Township of Huron-Kinloss at its regular meeting held on December 21, 2020 passed the following resolution;

Re: Copy of Resolution #788

Property Tax Exemptions for Veteran Clubs

Resolution No.: 788

Moved by: Jeff Elliott

Seconded by: Jim Hanna

THAT the Township of Huron-Kinloss Council support the Region of Peel in their support for Property Tax Exemptions for Veteran Clubs and the proposed amendment to the 2020 budget bill (Bill 229) to amend the Assessment Act that would provide a full property tax exemption to veterans' clubs retroactive to January 1, 2019 AND FURTHER directs staff to forward a copy of this resolution to local members of Parliament and all Ontario Municipalities.

Carried

Sincerely,



Kelly Lush
Deputy Clerk



Nando Iannicca
Regional Chair & CEO

10 Peel Centre Dr.
Suite A, 5th Floor
Brampton, ON L6T 4B9
905-791-7800 ext. 4310

November 26, 2020

The Honourable Rod Phillips
Minister of Finance
95 Grosvenor St.
Toronto, ON M7A 1Y8

Dear Minister Phillips:

Re: Motion Regarding Property Tax Exemptions for Veteran Clubs

Each year on November 11th we pause to remember the heroic efforts of Canadians who fought in wars and military conflicts and served in peacekeeping missions around the world to defend our freedoms and secure our peace and prosperity. One way that the Province and Ontario municipalities have recognized veterans and veteran groups is by exempting their properties from property taxation.

In late 2018, your government introduced a change to the *Assessment Act* that exempted Royal Canadian Legion Ontario branches from property taxes effective January 1, 2019. Veterans clubs however were not included under this exemption. While veterans' clubs in Peel are already exempt from Regional and local property taxes, they still pay the education portion of property taxes.

To address this gap, your government has proposed in the 2020 budget bill (*Bill 229*) to amend the *Assessment Act* that would provide a full property tax exemption to veterans' clubs retroactive to January 1, 2019. The Region of Peel thanks you for introducing this change in recognition of our veterans.

At its November 12, 2020 meeting, Peel Regional Council approved the attached resolution regarding this exemption and look forward to this change coming into effect as soon as possible after Bill 229 is passed. This would ensure that veteran clubs benefit from the exemption in a timely way.

I thank your government for moving quickly to address this gap and for your support of veterans.

Kindest personal regards,

Nando Iannicca,
Regional Chair and CEO

CC: Peel-area MPPs
Ontario Municipalities
Stephen Van Ofwegen, Commissioner of Finance and CFO



Nando Iannicca
Regional Chair & CEO

10 Peel Centre Dr.
Suite A, 5th Floor
Brampton, ON L6T 4B9
905-791-7800 ext. 4310

Resolution Number 2020-939

Whereas each year on November 11, Canadians pause to remember the heroic efforts of Canadian veterans who fought in wars and military conflicts, and served in peacekeeping missions around the world to defend our freedoms and democracy so that we can live in peace and prosperity;

And whereas, it is important to appreciate and recognize the achievements and sacrifices of those armed forces veterans who served Canada in times of war, military conflict and peace;

And whereas, Section 6.1 of the Assessment Act, R.S.O. 1990, c. A31 as amended, Regional Council may exempt from Regional taxation land that is used and occupied as a memorial home, clubhouse or athletic grounds by persons who served in the armed forces of His or Her Majesty or an ally of His or Her Majesty in any war;

And whereas, through By-Law Number 62-2017 Regional Council has provided an exemption from Regional taxation to Royal Canadian Legions and the Army, Navy and Air Force Veterans Clubs that have qualified properties used and occupied as a memorial home, clubhouse or athletic grounds;

And whereas, local municipal councils in Peel have provided a similar exemption for local property taxes;

And whereas, Royal Canadian Legion branches in Ontario are exempt from all property taxation, including the education portion of property taxes, under Section 3 (1) paragraph 15.1 of the Assessment Act, and that a municipal by-law is not required to provide such an exemption;

And whereas, the 2020 Ontario Budget provides for amendments to the Assessment Act to apply the existing property tax exemption for Ontario branches of the Royal Canadian Legion, for 2019 and subsequent tax years, to Ontario units of the Army, Navy and Air Force Veterans in Canada;

Therefore, be it resolved, that the Regional Chair write to the Minister of Finance, on behalf of Regional Council, to request that upon passage of the 2020 Ontario Budget, the amendment to the Assessment Act be implemented as soon as possible;

And further, that copies of this resolution be sent to Peel-area Members of Provincial Parliament as well as to all Ontario municipalities for consideration and action.





January 7, 2021

In This Issue

- Maple Medical to help AMO members/communities by donating certified PPEs.
- Important deadlines coming for broadband funding.
- Provincial survey: Seeking feedback to improve the towing industry.
- Three weeks until ROMA 2021 and there is still time to register!
- New lighting incentives for LED upgrades.
- Spring Road/Sidewalk Assessments ready to book.
- LAS Blog: Accessible websites.
- Energy Training in an era of social distancing.
- Keeping up-to-date with LAS.
- Careers with United Counties of Leeds & Grenville, Greater Sudbury and Ottawa.

AMO Matters

Maple Medical will donate 20 million certified 3 ply disposable face masks, over 100k bottles of sanitizer and disinfectant wipes to frontline workers and any low income/vulnerable individuals. For information email Savdah Manjra, VP Sales, or call 647.501.1553.

Deadlines are fast-approaching for applications to the Improving Connectivity in Ontario (ICON) program and the federal Universal Broadband Fund (UBF). For information on ICON, contact ICONprogram@ontario.ca, or get-connected@canada.ca for information on the UBF.

Provincial Matters

The Province is seeking feedback on challenges when using towing services, to improve towing industry oversight and inform a regulatory model. The survey is open until January 15, 2021.

Eye on Events

The ROMA Conference is a key moment for municipal and provincial officials to connect on the unique challenges faced by rural municipalities. The program features plenary sessions and workshops touching on everything from the economic recovery to health care, broadband and environmental matters. Register here.

LAS

LAS makes it easy to take advantage of IESO's new lighting incentives when you participate in our turn-key Facility Lighting Service program. Contact Christian Tham

for a free budget proposal.

A Road and/or Sidewalk Assessment through LAS can help your municipality spend infrastructure dollars wisely. Contact us to learn how better data saves money and improves service levels. Now booking assessments for Spring 2021.

AMO has partnered with eSolutionsGroup to offer easy, affordable, accessible websites to municipalities. This week's LAS Blog discusses solutions for your website in light of the new AODA requirements.

Social distancing may have affected the way we work and learn, but every challenge has a solution. Our custom Energy Workshops are available online and include a virtual energy hunt! Sign-up today - winter dates are still available.

Did you know the LAS home page is updated on a regular basis? Visit often to learn more about our programs, read the blog, and view our webinar archives.

Careers

Chief Administrative Officer - United Counties of Leeds and Grenville. To explore this opportunity please apply via email by January 19th, 2021 to careers@waterhousesearch.ca quoting project LG-CAO. Should you wish to speak to our Executive Recruiter or review the detailed job description please contact Jon Stungevicius at 416-214-9299 x1, or Amy Oliveira at 416-214-9299 x4.

Director of Land Use Planning Services - City of Greater Sudbury. Reports to General Manager of Growth and Infrastructure. For more information on this exciting opportunity, please visit Greater Sudbury Current Opportunities. Please indicate competition number EX20-590 *revised on your application. Qualified candidates should submit their resumes in confidence by 4:30 p.m. on Friday, January 29, 2021. Applicants may email or fax their resume to hrjobs@greatersudbury.ca or 705.688.3979.

Director, Public Safety, Emergency & Protective Services - City of Ottawa. Reports to General Manager, Emergency and Protective Services. To explore this opportunity further, please contact Joanne McMullin at Odgers Berndtson at Joanne.McMullin@odgersberndtson.com or submit your resume and letter of interest online to Odgers Berndtson Opportunities by January 29, 2021.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow @AMOPolicy on Twitter!

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

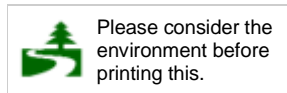
MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
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January 14, 2021

In This Issue

- AMO signs MOU with Ontario Federation of Indigenous Friendship Centres.
- The Rural Economic Development program now open.
- Don't regret missing ROMA 2021.
- Second chance for Energy Reporting.
- Municipal Group Buying Program balloons to 150 participants!
- Careers: Simcoe, Durham, Amherstburg, Nipigon, Algonquin Highlands & Machin.

AMO Matters

In late 2020, AMO and the OFIFC signed an MOU that brings both organizations to the table on issues that matter to our communities. The MOU will help strengthen the relationship between Ontario's Indigenous and non-Indigenous communities.

Provincial Matters

The Rural Economic Development program is now open and accepting applications. To be eligible for the program you must be: a municipality; a not-for-profit entity; an Ontario Indigenous community or organization; a Local Services Board. This intake will close on February 1, 2021.

Eye on Events

Ministers' Forums, political analysis, Zone meet ups, concurrent sessions digging into the biggest issues your communities face are all on the ROMA agenda. With a little over a week to register, don't think twice, register here.

LAS

Did you miss the O.Reg. 507/18 annual energy reporting deadline last year? The portal may be closed, but the Ministry of Energy will still accept your 2018 consumption data. Simply email your organization's report or any questions you might have to BPSsupport@ontario.ca. Next deadline is July 1, 2021 to report on 2019 consumption data.

The number of participants in the Municipal Group Buying Program exploded from 14 to 150 in 2020! We're thrilled to see how our municipalities have embraced this program and glad we can help save time and money on the things you buy every day. Contact us for more information.

Careers

Manager, Public Housing - County of Simcoe. Reports to: Director, Social Housing. Employment Status: Permanent Full-Time. Reference Code: 1018. Location Midhurst. Closing Date: January 25, 2021. View the job description and submit your application online at [County of Simcoe](#).

Manager of the Rapid Transit Office (RTO) - Region of Durham. The Region of Durham is the fastest growing area in the Greater Golden Horseshoe. The Region understands Rapid Transit is key to accommodate this growth, and connects people to opportunities in a sustainable way. Job ID 13894. Close Date: January 29, 2021. To apply, please visit Durham Region [Job Postings](#).

Planner (Temporary Full-Time) - Town of Amherstburg. Position Term: Up to 2 years. Reports to: Manager of Planning Services. Visit Employment Opportunities on the [Town's website](#) for a detailed job description. Qualified applicants are invited to submit a resume no later than Monday, February 1, 2021 at 4:30 p.m. to resumes@amherstburg.ca.

Treasurer - Township of Nipigon. Interested applicants are invited to review the Treasurer-Tax Collector job description on the Township of Nipigon's [website](#) and forward resumes marked "Confidential" prior to 12 noon on Friday, February 5, 2021 by regular mail, personal delivery or email to: Attention: Kelly Paakkunainen, CAO/Clerk, Township of Nipigon, 52 Front Street, PO Box 160, Nipigon, Ontario P0T 2J0. Email: kellyp@nipigon.net.

Operations Manager - Township of Algonquin Highlands. Reports to the Chief Administrative Officer. Please visit the Township's [website](#) for the full job description. Please submit your cover letter and resume in confidence mark" to: Dawn Mugford-Guay, Human Resources Coordinator, Township of Algonquin Highlands, 1123 North Shore Road, Algonquin Highlands, ON K0M 1J1. Email: dmugfordguay@algonquinhighlands.ca.

Economic Development Officer - Municipality of Machin. Employment Start Date: February 1, 2021. Position Status: full-time, 3 year contract. Deadline: Posting will remain open until a suitable candidate has been selected. Direct Applications to: The Municipality of Machin, Attn: Tammy Rob, Box 249, Vermilion Bay, ON P0V 2V0 Email: clerktreasurer@visitmachin.com, Phone: 807.227.2633 ext.22, Fax: 807.227.5443.

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200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
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Memo

To: Mayor and Council
From: Tina Merner, Deputy Clerk
Report No.: CL-02-2021
Subject: Clerks Department – Annual update
Date: January 19, 2021

PURPOSE:

The purpose of this report is to provide Council with an overview of the Clerks Department activities for the year 2020.

BACKGROUND:

The Clerks department provides various services to its ratepayers as well as serves as an informational resource for Council and Staff.

DISCUSSION:

1. Records Management

Staff are continuing its efforts for with County IT and some of the Middlesex lower-tier municipalities through a Laserfiche working group format. Digitization of records is ongoing and is done in conjunction with staff's day to day duties. Additional staff assistance for this project may be explored in 2021 through summer student opportunities.

2. Planning

The Clerk's department is responsible for processing of completed applications, notice circulations and the required follow up of processing following a decision on each application. Below is a summary of planning applications completed over the past few years.

Type of Application	2020	2019	2018
Minor Variances	5	2	0
Consent/Severances	13	4	6
Zoning Bylaw Amendments	12	10	9
Site Plan Agreements	5	4	1
Official Plan Amendments	1	1	0
Plan of Subdivision (in co-ordination with the County as the approval authority)	2	0	0

3. Licencing, Vital Statistics, Commissioner of Oath signatures

The administrative assistant/receptionist position in conjunction with the Clerk's department completes lottery license, marriage licences, death registrations and offers commissioner of oath services. Below is a summary of the various services over the past few years.

Service	2020	2019	2018
Lottery Licences	4	7	14
Marriage Licences	39	24	35
Vital Statistics (Death Registrations)	106	112	86
Commissioned Signatures	145	168	130

4. Municipal Enforcement

a. Parking Enforcement

The primary focus of parking enforcement is during the overnight hours between 3:00 to 6:00 a.m. The importance of this focus is to stop illegal overnight parking on the streets that would impede snow removal efforts. Below is a summary of fines that have been issued and the number of those that have remained unpaid and sent to the Provincial Offences office for collection under the Provincial Offences Act.

Parking Tickets	2020	2019	2018
Total Parking tickets Issued	68	116	73
Total of unpaid tickets sent for collection under the Provincial Offences Act	12	20	20

b. Animal Control

A total of 5 dogs were picked up by Animal Care Centre Lobo in 2020 with 4 of them being claimed by their owner and 1 dog being sent onto a rescue kennel for adoption. When dogs are not claimed, the municipality then assumes the costs which are fairly minimal as it is a complaint driven response. For comparison and reference a total of 4 dogs were picked up in 2019, 3 of which were claimed by their owner and 1 that was adopted out. For 2018, 8 dogs were picked up and all were claimed by their owners.

A total of 1 cat was picked up by Animal Care Centre Lobo in 2020 which later died as a result of injuries from being hit by a car. In 2019 a total of 12 cats were picked up, 11 of which were placed for adoption and 1 of which was euthanized due to illness and suffering.

5. Policy Development

Staff are continuing to work in the area of policy development as well as review any amendments of current policies through the policy working group. A total of 23 policies were updated in 2020. This is an ongoing process in all departments. The Township is also in the process of working towards access to the County HR personnel as part of the shared services initiative.

IMPACT TO BUDGET:

N/A.

STRATEGIC PLAN:

Strategic Direction 1 – Service Enhancement

RECOMMENDATION:

This report is for information purposes.

Tina Merner

Tina Merner
Deputy Clerk



Memo

To: Mayor and Council
From: Tina Merner, Deputy Clerk
Report No.: CL-03-2021
Subject: Revised Electronic Signature Policy
Date: January 19, 2021

PURPOSE:

The purpose of this report is to provide Council with information regarding electronic signatures.

BACKGROUND:

In 2000, the Electronic Commerce Act, 2000, c17 "ECA" was passed by the Province of Ontario. This legislation provides the opportunity for municipalities and its' local boards to conduct business via electronic signature. The acceptance of electronic signatures has the potential to expedite workflow processes and improve customer service now and in future municipal initiatives.

The Covid-19 pandemic has created an environment where new approaches to conducting business needs to be considered.

Electronic Signature Policy No. 102-02-2019 was adopted by the Township of Lucan Biddulph on November 5, 2019 in preparation for digitizing records as we move forward with Laserfiche records management.

DISCUSSION:

With the reduced in person interactions between the public and Municipal offices, the need for electronic signatures has increased. Although the Township does have an electronic signature policy in place, original signatures have continued to be obtained to date as much as possible. Staff has reviewed the Electronic Signature Policy on what is classified as a digital signature, when digital certificates are required and how electronic submissions may be accepted and under whose authority. Upon review of same staff has suggested the following be added to paragraph 4.4 to clarify what is accepted as an electronic signature:

Electronic signatures include, but are not limited to, a typed name at the end of an email, a typed name on an electronic form or document, an image of a handwritten signature on an electronic submission, a personal identification number (PIN); clicking “agree” or “disagree”, a handwritten but digitally captured signature made on a touch device, such as a tablet or smartphone and a digital signature captured through a digital certificate.

With this amendment to the policy in place staff will proceed with the use of electronic signatures on all Decisions of the Committee of Adjustment going forward and any other documents as required. This will eliminate the need for Council members to attend the office when Decisions have been made during virtual Council/Committee meeting proceedings.

Staff has consulted with the County and lower-tier municipalities within Middlesex and the majority at this point are either still obtaining original signatures or using a typed or electronic signature image in accordance with their electronic signature policy. Due to the minimal amount of documents requiring electronic signature within the Township currently, staff does not believe subscription to an electronic signature program such as DocuSign is warranted at this time due to the cost involved. There is a cost per transaction or monthly subscription fee incurred based on the type of plan purchased with DocuSign. As we work towards eliminating less paper in the municipal office in future this option will however be explored more.

IMPACT TO BUDGET:

There is no impact to budget at this time.

STRATEGIC PLAN:

Strategic Direction 1 – Service Enhancement

RECOMMENDATION:

That Council approve and adopt revised Policy No. 102-02-2021, Electronic Signature Policy.

Attachments:

Electronic Signature Policy

Tina Merner

Tina Merner
Deputy Clerk



Policy: Electronic Signature Policy
Category: Corporate
Policy Number: 102-02-2019
Effective Date: November 5, 2019
Revised Date: January 19, 2021

ELECTRONIC SIGNATURE POLICY

1. POLICY STATEMENT:

- 1.1. This policy identifies the requirements for the use of electronic signatures (hereafter e-signatures) in conducting municipal business in support of the administration of the municipality's operations.
- 1.2. Under this policy the Municipality permits the use of e-signatures to conduct certain municipal transactions that previously required handwritten signatures and approvals on paper documents.
- 1.3. The Township of Lucan Biddulph is committed to streamlining services in order to continue to provide efficiencies and excellent customer service.

2. SCOPE:

- 2.1. This policy shall apply to all individuals affiliated with the Municipality. This policy may require municipal staff to conduct municipal transactions electronically and to formally acknowledge their agreement to municipal transactions in which they are parties by affixing an e-signature.
- 2.2. This policy applies to all electronic documents created that require a signature.
- 2.3. All electronic submissions received are subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

3. PURPOSE:

- 3.1. To provide guidance on when electronic submissions are considered official and acceptable by the Township of Lucan Biddulph.
- 3.2. To expedite workflow processes, reduce recordkeeping requirements and improve customer service.

4. DEFINITIONS:

- 4.1. **Electronic Document** means a document created by municipal employees in digital form, including, but not limited to minutes, by-laws, agreements, contracts, letters, etc.
- 4.2. **Electronic Submission** means a document submitted through electronic means including but not limited to email, web form, facsimile, external device (i.e. compact disc, hard disk, USB flash drive).
- 4.3. **Electronic Record** means a record of information that is created, generated, sent, communicated, received or stored by electronic means.
- 4.4. **Electronic Signature (e-signature)** means electronic information that a person creates or adopts or a manner prescribed by the Municipality to signify that person's approval, submission, or authorship of, or consent or agreement to the terms of an electronic document, electronic submission, or electronic record. **Electronic signatures include, but are not limited to, a typed name at the end of an email, a typed name on an electronic form or document, an image of a handwritten signature on an electronic submission, a personal identification number (PIN); clicking "agree" or "disagree", a handwritten but digitally captured signature made on a touch device, such as a tablet or smartphone and a digital signature captured through a digital certificate.**
- 4.5. **Municipality** means the Corporation of the Township of Lucan Biddulph.

5. APPLICATION:

- 5.1. This policy does not limit the Municipality's right or option to conduct a Municipal transaction on paper or in non-electronic form, nor affect the Municipality's right or obligation to permit or require documents to be provided or made available on paper when permitted.
- 5.2. The placement of electronic signatures on electronic documents is authorized.
- 5.3. Municipal employees may, at their sole discretion, accept the electronic submission of documents bearing electronic signatures as an official record.
- 5.4. The manner in which electronic submissions bearing electronic signatures are received must be reliable for the purpose of identifying the person and shall be accepted or declined at the sole discretion of the responsible municipal employee.
- 5.5. No individual, through the transmission of an electronic submission bearing an electronic signature shall represent themselves in a way that is false or misleading. Where a municipal employee believes that a misrepresentation has occurred, the submission shall not be accepted.

- 5.6. No routine acknowledgement of receipt from the Municipality is required in conjunction with an electronic submission. It is the sole responsibility of the person transmitting an electronic submission to ensure that the submission has been received.
- 5.7. The final version of a document requiring the seal of the municipality shall be deemed to have been sealed if the document is signed in accordance with this policy.
- 5.9 The assignment of appropriate records retention and disposition of electronic documents and electronic submissions shall be managed in accordance with the Municipality's policies, procedures, by-laws, etc. in force and effect, including the Municipality's Records Management Policy.
- 5.10 Payment for electronic submissions, if applicable, is only available in person (by cheque, cash, debit or money order) at the Municipal Office, by mail or in a manner specified by the Municipality.
- 5.11 Individuals who falsify electronic records, electronic transactions or e-signatures are subject to disciplinary action, up to and including termination of employment and criminal prosecution. Individuals are required to report any suspect or fraudulent activities immediately to any manager or supervisor in the individual's department.
- 5.12 It is not the intent of this policy to eliminate all risk, but rather to provide a process for undertaking an appropriate analysis prior to approving the use of e-signatures or electronic records where an electronic record will be required in place of handwritten documents.

6. DELEGATED AUTHORITY:

- 6.1. The Clerk shall undertake periodic reviews of the Electronic Signature Policy.

7. IMPLEMENTATION:

- 7.1. This policy shall take effect immediately upon approval by the Municipal Council.

Mayor

CAO/Clerk

Memo

To: Mayor and Council

From: Jeff Little, Manager of Public Works

Report No.: PW-01-2021

Subject: Perth South Boundary Road Agreement

Date: January 19, 2021

BACKGROUND: A municipality's boundary can be defined by a road. Each municipality is responsible for their side of the boundary. Boundary roads, as with all roads, can be the responsibility of the MTO, county or lower tier municipalities. Provincial roads aside, to ensure safe, reliable and equivalent levels of service, counties and municipalities work together through boundary agreements. At the request of the Township, the County of Middlesex agreed to assume the Township's responsibility of the Whalen Line from Granton Line to Richmond Street in 2020. The section of the Whalen Line from Granton Line to Elginfield Road remains the responsibility of Lucan Biddulph to maintain. An agreement with Perth South needs to be in place on this boundary section.

DISCUSSION: Perth South has always performed the maintenance on this section. The attached agreement provides for this to continue. The agreement defines responsibility, parameters of service and compensation.

IMPACTS TO BUDGET: In the 2021 budget the Township's estimated share of the maintenance will be \$12,700. This amount will be offset by reductions in costs in other areas of the budget. There will be direct savings in fuel, salt/sand and wages.

STRATEGIC PLAN: This matter aligns with the following strategic priorities:

- Direction 1, Service Enhancement, Goal 2, Coordination of Services, Action #3, Investigate service options and partnerships.

RECOMMENDATION: That council accepts this report as presented by the Public Works Manger.

ATTACHMENTS: Boundary Agreement

Jeff Little

Jeff Little
Public Works Manager

BOUNDARY ROADS MAINTENANCE AND REPAIR AGREEMENT

This Agreement made in duplicate as of the ____ day of _____, 2020

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(herein referred to as "Lucan Biddulph")

- and -

THE CORPORATION OF THE TOWNSHIP OF PERTH SOUTH

(herein referred to as "Perth South")

WHEREAS pursuant to section 11 of the *Municipal Act, 2001, S.O. 2001, c.25 (as amended)* ("Municipal Act"), Lucan Biddulph and Perth South may pass By-laws respecting matters within the "highways" spheres of jurisdiction;

AND WHEREAS pursuant to section 20(1) of the Municipal Act, a municipality may enter into an agreement with one or more municipalities or local bodies (as defined in Section 19 of the Municipal Act), or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS pursuant to section 29.1(1) of the Municipal Act, if parties having joint jurisdiction over a boundary line highway enter into an agreement under which one party agrees to keep any part of the highway in repair for its whole width and to indemnify the other party from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the By-law authorizing the agreement may be registered in the land registry office for the area in which the highway is located;

AND WHEREAS pursuant to section 29.1(2) of the Municipal Act, if municipalities enter into an agreement under subsection 29.1(1), in this case, one municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS by this Agreement Lucan Biddulph and Perth South wish to make provision for all matters relating to the maintenance, repair, capital improvements and the sharing of the costs thereof for the Boundary Roads, as hereinafter defined, over which they have joint jurisdiction;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- (a) **“Agreement”** means this Boundary Roads Maintenance and Repair Agreement, including its recitals and any schedules which form an integral part of it, as amended in writing and approved by the Councils of both parties from time to time.
- (b) **“Applicable Law”** means all applicable statutes, regulations, enforceable and published rules, guidelines and policies, laws and by-laws of Canada, the Province of Ontario, the County and the Municipality or other Regulatory Authorities, including without limitation the Ontario Ministry of Transportation.
- (c) **“Boundary Roads”** are shared Highways between Municipalities in accordance with the Municipal Act Section 29 and as more specifically identified in Schedule A attached hereto.
- (d) **“Capital Improvements”** means any work that falls outside of the definition of Routine Maintenance and Repairs and results in a material improvement and enhancement of all or any part of the Boundary Roads, and includes but is not limited to all works that are estimated to cost \$20,000.00 or more.
- (e) **“Capital Plans”** means Perth South’s and Lucan Biddulph’s forecasted plans of Capital Improvements, including all potential major projects or investments, as they relate to the Boundary Roads.
- (f) **“Claims”** include any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind in respect of any and all losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third person or otherwise), the costs or expenses of complying with any environmental laws, and any economic losses, consequential, indirect, special and incidental damages resulting from or in any way related to a breach of a term of this Agreement, loss of life, personal injury (including, in all cases, personal discomfort and illness), and loss of and damage to property.
- (g) **“Council”** shall mean the respective municipal councils of Perth South or Lucan Biddulph.
- (h) **“Highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

- (i) “**Joint Jurisdiction**” has the meaning described in Section 29 of the Municipal Act, 2001.
- (j) “**Municipality**” means either of Perth South or Lucan Biddulph, and “**Municipalities**” means both of Perth South and Lucan Biddulph.
- (k) “**Routine Maintenance and Repair**” means activities relating to the maintenance and repair of the Boundary Roads in accordance with and to the standards from time to time prescribed by applicable laws, including Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways under *Municipal Act, 2001, S.O. 2001, c.25*, the Ontario Ministry of Transportation, and all by-law and policy(ies), of Perth South, including, without limitation, ditching, culvert replacement, guardrail repair, pot hole repair, asphalt patching, line painting, shoulder gravel, grading and seasonal maintenance, bridge maintenance, sewer and catch basin cleaning, grass and weed cutting, sweeping and flushing, traffic and regulatory sign maintenance, winter control measures (including snow plowing, snow removal, snow fencing, and sanding), litter control, and road patrol.
- (l) “**Whole Width**” means the whole width of road allowance owned by the Municipalities extending fully between property lines.

2. Term and Renewal

- 2.1. The term of this Agreement shall commence on _____, 2020 and shall expire on _____2030. Notwithstanding the foregoing, this Agreement shall be deemed to be automatically renewed for a further period of ten (10) years unless, not less than six (6) months prior to the expiration of the initial term, one of the parties provides written notice to the other party that it does not wish the Agreement to be renewed.
- 2.2. Notwithstanding the foregoing, either party may terminate this Agreement upon providing six (6) months written notice to the other party.
- 2.3. If at any time any of the Boundary Roads are uploaded by one or both upper tier County this Agreement shall cease, and be null and void, and of no further effect commencing the date which the Boundary Roads are uploaded.

3. Maintenance and Repair

- 3.1. All costs incurred that are related to Routine Maintenance and Repair shall be apportioned between the Municipalities on a 50/50 basis, and Lucan Biddulph covenants and agrees that during the term of this Agreement and any renewal thereof, to pay to Perth South its 50% share of all costs incurred for Routine Maintenance and Repair of the Boundary Roads. For clarity, Perth South shall

pay for all costs incurred in connection with Routine Maintenance and Repair as such costs become due, and the parties shall reconcile such costs in accordance with Section 7 of this Agreement.

- 3.2. Perth South covenants and agrees that during the term of this Agreement and any renewal thereof, it shall undertake and be responsible for all required Routine Maintenance and Repair of the Boundary Roads.
- 3.3. During the term of this Agreement, and any renewal thereof, Perth South agrees to keep the Whole Width of the Boundary Road in good repair and shall indemnify and save harmless Lucan Biddulph from and against any Claims arising from or in any way relating to any alleged failure by Perth South to provide Routine Maintenance and Repair to the Boundary Roads.,
- 3.4. Perth South shall administer access and utility consents relating to the Boundary Roads.

4. TREES

- 4.1. Each Municipality shall take responsibility for the maintenance and removal, and costs associated therewith, of the trees on their side of the Boundary Roads.

5. CAPITAL PLANS AND IMPROVEMENTS

- 5.1. Upon execution of this Agreement, both parties agree to identify and provide to each other their individual Capital Plans proposed for the Boundary Roads, 3-5 years prior to anticipated action on the proposed project.
- 5.2. As required by either party, from time to time, Lucan Biddulph and Perth South shall meet to determine and mutually agree upon the Capital Improvements, as identified in the Capital Plan for each respective Municipality, that will be undertaken the following year on the Boundary Roads, and which party shall be responsible for completing said Capital Improvements.
 - 5.2.1. No new Capital Improvements on Boundary Roads shall be commenced or charged by one Municipality against the other unless such Capital Improvement work has been approved by the Councils of both Municipalities.
 - 5.2.2. Should either Municipality have a recommendation for a Capital Improvement to the Boundary Roads, as identified in the Capital Plan for either Municipality, the Municipalities agree to submit all recommendations for the Boundary Roads in

writing to the other Municipality by June 30th of the year prior to the start date of the project.

- 5.2.3. All costs incurred that are related to Capital Improvements shall be apportioned between the Municipalities on a 50/50 basis. Notwithstanding the foregoing, the party responsible for completing any Capital Improvements for the Boundary Roads shall pay for all costs incurred in connection therewith as such costs become due, and the parties shall reconcile such costs yearly as set out in section 5.4 below
- 5.3. In the event any unforeseen Capital Improvements are required to any portion of the Boundary Roads that were not considered in previous meetings between the parties, then Perth South may undertake said unforeseen Capital Improvements without the consent of Lucan Biddulph provided that the reasonable cost estimate for said unforeseen Capital Improvements does not exceed \$15,000.00. In the event the cost estimate does exceed \$15,000.00 the unforeseen Capital Improvements shall not be undertaken by Perth South without the written consent of Lucan Biddulph.
- 5.4. The Director of Public Works or as the case may be, of Lucan Biddulph and Perth South shall prepare each year a detailed statement of the Capital Improvements undertaken by each on the Boundary Roads. Said statement shall be submitted to the other party hereto no later than the fifteenth day of January in the year following that in which the expenditure was made. Reconciliation of accounts, on a 50/50 basis, shall be completed by the parties hereto no later than February 15th of each year for expenditures made in the previous year.

6. INSURANCE

- 6.1. Lucan Biddulph and their contractor shall provide and maintain during the term of the Agreement, Commercial/Comprehensive General Liability insurance subject to limits of not less than 10 MILLION DOLLARS (\$10,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use occurring upon its lands. Such insurance shall include premises, property and operations; personal injury; owners' and contractors' protective; occurrence property damage; products and completed operations; non-owned automobile; broad form property damage; contingent employer's liability; blanket contractual liability; employees as additional insured; and cross liability and severability of interests clauses. Lucan Biddulph shall add Perth South as an additional insured.
- 6.2. Lucan Biddulph and their contractor shall provide and maintain during the term of the Agreement, Automobile liability insurance covering liability for bodily injury,

death and damage to property with a limit of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive for each and every loss.

- 6.3. Perth South and their contractor shall provide and maintain during the term of the Agreement, Commercial/Comprehensive General Liability insurance subject to limits of not less than TEN MILLION DOLLARS (\$10,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use occurring upon its lands. Such insurance shall include premises, property and operations; personal injury; owners' and contractors' protective; occurrence property damage; products and completed operations; non-owned automobile; broad form property damage; contingent employer's liability; blanket contractual liability; employees as additional insured; and cross liability and severability of interests clauses. Perth South shall add Lucan Biddulph as an additional insured.
- 6.4. Perth South and their contractor shall provide and maintain during the term of the Agreement, Automobile liability insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Agreement covering liability for bodily injury, death and damage to property with a limit of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive for each and every loss.
- 6.5. All of the above insurance policies shall contain an endorsement to provide all Named Insured and Additional Insured with thirty (30) days prior written notice of cancellation.
- 6.6. Evidence of insurance shall be provided prior to the execution of the Agreement and upon the anniversary date(s) of all applicable policies.
- 6.7. Each Municipality shall take all reasonable steps to not do or omit to do anything that would impair or invalidate the insurance policies.
- 6.8. The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the Municipalities under this Agreement.
- 6.9. If either Municipality requires proof of Workers Compensation and Insurance Coverage (WSIB), it shall request of the other Municipality to provide same, which shall be immediately provided on request.

7.0. INVOICING / ACCOUNTING

7.1. Perth South shall invoice Lucan Biddulph semi-annually for the 50% share of the Maintenance and Repair, and/or Capital Improvements costs, using the respective average cost per kilometer incurred for any and all Maintenance and Repairs for the prior

calendar year, and including any agreed upon Capital Improvements, as more particularly set out in Schedule "B" attached hereto. Lucan Biddulph shall pay the amount owing within thirty (30) days upon receipt of such invoice.

8.0. GENERAL

- 8.1.** Any notice to be given under this Agreement shall be sufficiently given if delivered by prepaid first-class mail or email and addressed, to Lucan Biddulph at:

The Corporation of the Township of Lucan Biddulph
Attention: Ron Reymer, C.A.O.
270 Main Street, P.O. Box 190
Lucan, Ontario
N0M 2J0
Email: rreymer@lucanbiddulph.on.ca

and to Perth South at:

The Corporation of the Township of Perth South
Attention: Rebecca Clothier, Administrator/Treasurer
3191 Road 122
St. Pauls, Ontario
N0K 1V0

Email: rclothier@perthsouth.ca

Receipt of notice shall be deemed to have occurred five (5) days following the date of mailing of the notice, or the next business day following the electronic transmission of an email. Either party may change its address for notice by giving notice of change of address to the other party pursuant to this section.

- 8.2.** Notwithstanding anything in this Agreement, neither party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, act of God, pandemic, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all of the obligations contained herein.

- 8.3.** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assigns. Neither party may assign this Agreement without first obtaining the prior written consent of the other party.
- 8.4.** This Agreement contains the entire agreement between the parties. There is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement. This Agreement fully replaces and supersedes any practice, agreement or other contractual arrangement between the parties related to the subject matter of this Agreement.
- 8.5.** Nothing in this Agreement relieves either party from any outstanding financial obligation to the other in respect of any prior agreement or other contractual arrangement between the parties related to the subject matter of this Agreement.
- 8.6.** If any article, section, subsection, paragraph, clause or sub clause or any of the words contained in this Agreement shall be held wholly or partially unlawful, invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remainder of this Agreement shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this Agreement shall have effect, notwithstanding any statutory provision to the contrary.
- 8.7.** No supplement, amendment or waiver of or under this Agreement shall be binding unless executed in writing by both parties. No waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.
- 8.8.** For the convenience of the parties, this Agreement may be validly executed in several counterparts, each of which when so executed shall be deemed to be an original instrument and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution, shall be deemed to bear date as of the date written at the beginning of this Agreement.
- 8.9.** For the convenience of the parties, delivery of this Agreement may be validly made by a party by electronic transmission to the other party. A party who delivers the executed Agreement by electronic transmission shall, as soon as reasonably practicable, deliver a copy of the executed Agreement bearing the original signature(s) of such party to the other party.

9.0. DISPUTE RESOLUTION

9.1. In the event that a dispute arises with respect to any interpretation of this Boundary Roads Maintenance and Repair Agreement, the subject matter in dispute may be referred to mediation for resolution. The mediator shall be agreed upon unanimously by the Municipalities, acting reasonably.

9.2. In the event that, a mediator cannot be agreed upon by all Parties, or the dispute is not resolved through mediation, the matter shall be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act*, S.O. 1991, c.17 ("**Arbitration Act**") and subject to the following provisions:

- a. Where a dispute is referred to arbitration, the decision of the arbitrator(s) shall be final.
- b. The costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their duly authorized signing officers

The Corporation of the Township of Lucan Biddulph

Cathy Burghardt-Jesson, Mayor

Ron Reymer, Chief Administrative Officer / Clerk

We have authority to bind the corporation.

The Corporation of the Township of Perth South

Robert Wilhelm, Mayor

Lizet Scott, Clerk

We have authority to bind the corporation.

SCHEDULE "A"

The entirety, which for clarity includes the Whole Width, of the boundary road known as Whalen Line extending from Perth Road 151 (Granton Line) to Elginfield Road (Provincial Highway #7), a distance of approximately 7.6 kilometres as shown on the illustration below.



SCHEDULE “B”

Billings to be completed semi-annually: January to June and July to December. Billing issued 30 days following June 30th and December 31st. Payment due in 30 days following billing.

Whalen Line Maintenance and Repair Agreement Billing Calculation for Lucan Biddulph

Perth South Account Number	Perth South Account Name	Actual Cost	Total Lane KMs of Road	Cost Per KM of Road	Comments	
01-3000-****	80% Roads Admin	\$ -	295.6	\$ -	20% admin towards unrelated items	A
01-3100-****	Bridge & Culvert	\$ -	295.6	\$ -		B
01-3151-****	Roadside Grass	\$ -	295.6	\$ -		C
01-3153-****	Ditching	\$ -	295.6	\$ -		D
01-3154-****	litter/debris	\$ -	295.6	\$ -		E
01-3200-****	Hard Top	\$ -	145.4	\$ -		F
01-3300-****	Winter Control	\$ -	295.6	\$ -		G
01-3350-****	Signage	\$ -	295.6	\$ -	Railway inspection expense removed.	H
01-3600-****	Fleet Maintenance	\$ -	295.6	\$ -		I
01-36**-****	Fleet Fuel, Repairs	\$ -	295.6	\$ -		J
				\$ -	Cost Per KM of Road (Sum of A - J)	K
				7.60	Whalen Line Boundary KMs	L
				\$ -	Whalen Line Maintenance Cost (cost/km x boundary road length) (K x L)	M
				\$ -	Lucan Biddulph 50% share (M x 50%)	N

Perth South Road Network	
Gravel Lane KMs	150.2
Paved Land KMs	145.4
Total Lane KMs of Road	295.6

DRAFT

Memo

To: Mayor and Council
From: Jeff Little, Manager of Public Works
Report No.: PW-02-2021
Subject: Water Rates 2021
Date: January 19, 2021

BACKGROUND: The Township of Lucan Biddulph strives to maintain cost effective and efficient municipal water and wastewater systems. The operating, maintenance and replacement costs have to be accounted for. Both systems are funded on a user-pay basis as per current legislation.

The financial plan for the water system last updated and accepted by council in 2020, recognized that current fees are in line with the requirements of the system and it recommended an annual increase of 2% based on inflation.

A public notice must be released before Council can pass a bylaw to increase the rates.

DISCUSSION: The Treasurer has consolidated the 2020 expenditures and I have provided inflationary numbers to estimate the 2021 operational expenditures for both the water and the waste water systems. I recommend a 2% increase in both rates for 2021 to offset inflation. This is in line with the water system financial plan.

The average residential account uses 15 cubic meters per month. Based on the average residential account the 3-month utility bill is \$123.81 for water and \$174.81 for waste water. A 2 % increase would add \$5.98 total. \$2.48 for water and \$3.50 for waste water.

As council proceeds through the budget process, a rate increase will be a consideration and as such, public notice needs to be given.

IMPACTS TO BUDGET: There would be an increase in revenue to meet the operational requirement and will offset inflation in the capital reserves.

STRATEGIC PLAN: This matter aligns with the following strategic priorities:

- Direction 1, Service Enhancement, Goal 2, Coordination of Services, Action #2, Provide a Customer Relationship Management approach.

RECOMMENDATION: That council proceed with a public notice for discussion of a possible water and waste water rate increase at the public council meeting scheduled for March 16th.

Jeff Little

Jeff Little
Public Works Manager

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph receive the attached accounts as paid for information, as follows:

December 2020	\$2,094,256.96
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RESOLUTION CARRIED

MAYOR

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

12/01/2020 thru 12/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
025382	12/01/2020 Invoice 102	003400	A PLUS EXCAVATING 10/21/2020 STUMPF DRAIN	824.90
025383	12/01/2020 Invoice holdback Invoice Progress Payment Invoice Holdback 2020	001948	A.G.HAYTER CONTRACTING LTD. 11/23/2020 CASEY MCCARTHY - HOLDBACK 10/05/2020 RIDDELL MCCARTHY 2020 12/01/2020 RIDDELL MCCARTHY HOLDBACK	263,260.31 16,014.57 221,756.49 25,489.25
025384	12/01/2020 Invoice 927928	001359	AGO INDUSTRIES 11/13/2020 ANDREW - CLOTHING	187.08
025385	12/01/2020 Invoice 19525	001622	B M ROSS & ASSOCIATES 11/17/2020 ENGINEERING - LEGAL AUDIT	3,004.89
025386	12/01/2020 Invoice 1173	003349	BERG CHILLING SYSTEMS 08/31/2020 REFRIDGERATOR EXPENSE	2,096.83
025387	12/01/2020 Invoice 20-10984	002823	BLUEWATER PIPE 11/11/2020 ROADSIDE DRAINAGE	488.16
025388	12/01/2020 Invoice 194447	002483	CITY OF LONDON 11/06/2020 WATER	15,463.22
025389	12/01/2020 Invoice 703164	003425	COMPASS MINERALS CANADA 11/03/2020 SAND/SALT	7,352.41
025390	12/01/2020 Invoice Q3 2020 Levy Invoice Q4 2020 Levy	001273	CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE 12/01/2020 Q3 2020 LEVY 12/01/2020 Q4 2020 LEVY	3,625.04 1,812.52 1,812.52
025391	12/01/2020 Invoice Q3 2020 Levy Invoice Q4 2020 Levy	001274	CONSEIL SCOLAIRE VIAMONDE 12/01/2020 Q3 2020 LEVY 12/01/2020 Q4 2020 LEVY	2,070.39 1,035.20 1,035.19
025392	12/01/2020 Invoice 212004 Invoice 211998	003424	D.B. MECHANICAL PLUMBING, HEATING & HVAC INC. 07/22/2020 PRESSURE WASHER/GAS LINES 09/19/2020 PRESSURE WASHER/GAS LINES	9,985.08 5,152.80 4,832.28
025393	12/01/2020 Invoice 12478	002287	DENNIS MAGUIRE SLINGERS LTD 11/17/2020 R&M BUILDING	637.60
025394	12/01/2020 Invoice 227046 Invoice 227048	001263	DILLON CONSULTING LIMITED 11/19/2020 SANITARY - MASTER PLAN 11/19/2020 NAGLE DRIVE	1,865.92 794.79 1,071.13
025395	12/01/2020 Invoice 0000161590	001280	EVANS UTILITY 11/16/2020 R&M EQUIPMENT	56.50
025396	12/01/2020 Invoice 108779	002503	GM BLUEPLAN ENGINEERING LTD. 11/23/2020 AUSABLE FIELDS	2,864.55
025397	12/01/2020 Invoice 186553	001772	HURONIA 10/29/2020 PROPANE	299.95
025398	12/01/2020 Invoice H18635	001100	Huron Tractor 11/18/2020 TOOLS/SHOP SUPPLIES	82.38
025399	12/01/2020	003168	JEFF STAPLETON	240.00

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	Invoice 23		11/26/2020 SENIOR PROGRAMMING	240.00
025400	12/01/2020 Invoice Dec 4 2020	002808	JULIA HAGGARTY 12/01/2020 LIGHT CEREMONY	300.00
025401	12/01/2020 Invoice 13305	001119	K.L. ELECTRIC 11/17/2020 PARKS MAINTENANCE	424.89
025402	12/01/2020 Invoice INV129803	002998	KTI LIMITED 11/19/2020 Meters	325.44
025403	12/01/2020 Invoice Nov 2020	003047	LIBRO CREDIT UNION 11/23/2020 RRSP - [REDACTED]	649.16
025404	12/01/2020 Invoice PF-1293-03692	001998	LOCAL AUTHORITY SERVICES LTD. 11/20/2020 DIESEL	1,174.39
025405	12/01/2020 Invoice Q3 - 2020 Levy Invoice Q4 2020 Levy	001272	LONDON DISTRICT CATHOLIC SCHOOL BOARD 12/01/2020 Q3 2020 LEVY 12/01/2020 Q4 2020 LEVY	117,841.32
025406	12/01/2020 Invoice Nov 2020	002158	[REDACTED] 11/23/2020 REPLACEMENT CHEQUE	620.59
025407	12/01/2020 Invoice 015344 Invoice 015345	003120	MRC SYSTEMS 11/26/2020 NEW PAGER 11/26/2020 PAGER REPAIR	904.57
025408	12/01/2020 Invoice 2685	003254	MY HEATING & COOLING GUY 11/09/2020 SCOUT HALL FURNACE	3,949.35
025409	12/01/2020 Invoice 691130-04-09	002929	OMI CANADA INC. 11/10/2020 CONTRACTED SERVICES	12,863.64
025410	12/01/2020 Invoice C-2241448	003022	ORKIN CANADA CORPORATION 11/10/2020 MAINTENANCE SUPPLIES	91.53
025411	12/01/2020 Invoice 99757	003091	PA SHOP 09/01/2020 CONCERT EVENT	632.80
025412	12/01/2020 Invoice 76103	001195	PROMECHANICAL TRUCK REPAIRS 11/24/2020 SERVICE	134.14
025413	12/01/2020 Invoice 0000309064 Invoice 0000309065	003175	SEMCO 09/15/2020 BUILDING MAINTENANCE 09/15/2020 CLEANING SUPPLIES	339.97
025414	12/01/2020 Invoice 20-0495	001372	SPRIET ASSOCIATES 10/09/2020 RIDDELL MCCARTHY	11,489.67
025415	12/01/2020 Invoice 32100	001289	TENEX COMMUNICATIONS INC 11/10/2020 R&M	355.95
025416	12/01/2020 Invoice Q3 - 2020 Levy Invoice Q4 2020 Levy	001271	THAMES VALLEY DISTRICT SCHOOL 12/01/2020 Q3 2020 LEVY 12/01/2020 Q4 2020 LEVY	591,999.32
025417	12/01/2020	001270	TREASURER, COUNTY OF MIDDLESEX	709,748.01

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	Invoice	Q4 - 2020 Levy	12/01/2020 Q4 - 2020 LEVY	709,748.01
025418	12/01/2020	001691	TRY RECYCLING INC.	4,731.47
	Invoice	0000189063	11/21/2020 SPECIAL PICK UP	1,953.99
	Invoice	0000188877	11/14/2020 SPECIAL PICK-UP	2,777.48
025419	12/01/2020	001679	DEBOER LISA	490.00
	Invoice	Dec 1 2020	12/01/2020 CHRISTMAS DECORATIONS	490.00
025420	12/04/2020	003426	██████████	106.42
	Invoice	tl-2020-refund	12/04/2020 refund-over payment	106.42
025421	12/04/2020	003427	██████████	855.00
	Invoice	overpayment 2020	12/04/2020 refund overpayment	855.00
025422	12/09/2020	003428	██████████	1,380.00
	Invoice	refund2020	12/09/2020 REFUND ERROR	1,380.00
025423	12/15/2020	003430	2542149 ONTARIO INC	1,417.59
	Invoice	127	12/07/2020 RESCUE TOOLS	1,417.59
025424	12/15/2020	003434	911670 ONTARIO LIMITED	3,912.88
	Invoice	dec 2020	12/09/2020 CROP LOSS - NAGLE	3,912.88
025425	12/15/2020	002880	ADAM FINCH	8,425.95
	Invoice	dec 2020	12/07/2020 SEWER MAINTENANCE/REPAIR	8,425.95
025426	12/15/2020	003072	AGM	1,702.20
	Invoice	IN0047490	11/30/2020 DONALDSON SALE	1,702.20
025427	12/15/2020	003208	ASTLEY GILBERT LIMITED	259.90
	Invoice	2166647	11/19/2020 COVID EXPENSES	259.90
025428	12/15/2020	001019	BANNER PUBLICATIONS	289.65
	Invoice	14407	11/11/2020 SALE OF LAND	289.65
025429	12/15/2020	003349	BERG CHILLING SYSTEMS	463.30
	Invoice	141	12/02/2020 BUILDING MAINTENANCE	463.30
025430	12/15/2020	003433	BERRN CONSULTING LTD/AED4LIFE.CA	3,528.99
	Invoice	207966	12/02/2020 HEALTH & SAFETY	3,528.99
025431	12/15/2020	002823	BLUEWATER PIPE	1,107.40
	Invoice	20-11246	12/03/2020 ARENA DRAIN	1,107.40
025432	12/15/2020	003435	BP DUST CONTROL	542.40
	Invoice	967	07/11/2020 DUST CONTROL	542.40
025433	12/15/2020	003432	BRANDT	354.72
	Invoice	08-7706290	12/04/2020 BACKHOE	354.72
025434	12/15/2020	001878	C.T. ENVIRONMENTAL LTD	1,175.20
	Invoice	5258	11/25/2020 GRANTON STORM SEWER	1,175.20
025435	12/15/2020	002517	CANADA'S FINEST COFFEE	69.00
	Invoice	IN350758	12/03/2020 COFFEE	69.00
025436	12/15/2020	001277	CLARKE'S FOOD MART	5,313.41

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Invoice 28166			11/17/2020	FUEL	36.00
Invoice 27969			10/06/2020	FUEL	53.00
Invoice 27996			10/10/2020	FUEL	87.00
Invoice 28042			10/20/2020	FUEL	42.01
Invoice 28074			10/27/2020	FUEL	37.37
Invoice 27957			10/02/2020	FUEL	75.00
Invoice 27973			10/06/2020	FUEL	90.18
Invoice 27974			10/06/2020	FUEL	97.26
Invoice 27979			10/06/2020	FUEL	172.00
Invoice 27986			10/08/2020	FUEL	101.20
Invoice 28041			10/20/2020	FUEL	193.00
Invoice 28045			10/21/2020	FUEL	106.00
Invoice 28084			10/29/2020	FUEL	2.49
Invoice 28088			10/29/2020	FUEL	156.00
Invoice 28089			10/30/2020	FUEL	63.00
Invoice 28113			11/03/2020	FUEL	30.00
Invoice 28123			11/06/2020	FUEL	101.35
Invoice 28145			11/11/2020	FUEL	83.07
Invoice 28151			11/12/2020	FUEL	162.00
Invoice 28184			11/23/2020	FUEL	98.97
Invoice 28197			11/25/2020	FUEL	172.01
Invoice 28203			11/26/2020	FUEL	82.46
Invoice 28220			11/30/2020	FUEL	70.74
Invoice 25269			01/01/2020	FUEL	69.41
Invoice 25440			01/01/2020	FUEL	119.85
Invoice 25444			01/01/2020	FUEL	38.00
Invoice 25293			01/01/2020	FUEL	90.00
Invoice 25292			01/01/2020	FUEL	220.01
Invoice 25289			01/01/2020	FUEL	6.20
Invoice 25339			01/01/2020	FUEL	118.90
Invoice 25336			01/01/2020	FUEL	132.15
Invoice 25295			01/01/2020	FUEL	3.99
Invoice 25282			01/01/2020	FUEL	116.60
Invoice 25357			01/01/2020	FUEL	124.02
Invoice 25355			01/01/2020	FUEL	21.47
Invoice 25349			01/01/2020	FUEL	102.50
Invoice 25408			01/01/2020	FUEL	204.50
Invoice 25402			01/01/2020	FUEL	118.30
Invoice 25400			01/01/2020	FUEL	121.55
Invoice 25452			01/01/2020	FUEL	112.50
Invoice 25412			01/01/2020	FUEL	12.61
Invoice 25411			01/01/2020	FUEL	122.26
Invoice 25498			01/01/2020	FUEL	98.01
Invoice 25466			01/01/2020	FUEL	119.61
Invoice 25453			01/01/2020	FUEL	88.75
Invoice 26642			02/11/2020	FUEL	75.38
Invoice 26639			02/11/2020	FUEL	102.71
Invoice 26599			02/06/2020	FUEL	102.01
Invoice 26697			02/20/2020	FUEL	104.43
Invoice 26688			02/19/2020	FUEL	119.90
Invoice 26649			02/12/2020	FUEL	183.00
Invoice 26708			02/21/2020	FUEL	108.16
Invoice 26735			02/26/2020	FUEL	82.52
Invoice 26762			02/28/2020	FUEL	162.00
025437	12/15/2020	003436	CLOUDPERMIT INC.		14,690.00
Invoice 201900062			12/03/2020	SEPT 2020-AUG 2021	14,690.00

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025438	12/15/2020 Invoice 9256756	002637	COMPUGEN INC. 11/27/2020 PHOTOCOPIER CHARGES	265.13
025439	12/15/2020 Invoice 1071	003190	CSERHATI MARTIN 12/12/2020 WEBSITE MAINTENANCE	500.00
025440	12/15/2020 Invoice Aug 2020	001679	DEBOER LISA 08/25/2020 OUTDOOR CONCERT	178.42
025441	12/15/2020 Invoice 228482	001263	DILLON CONSULTING LIMITED 12/10/2020 DONALDSON SALE	1,066.32
025442	12/15/2020 Invoice ZBA-13-2020	003431	██████████ 12/08/2020 PLANNING APPLICATION FEE	3,000.00
025443	12/15/2020 Invoice 5278	001303	E & W BLANE TRUCKING 11/26/2020 GRAVEL - WATER TOWER	486.63
025444	12/15/2020 Invoice 9791	001932	EARL BLANE TRUCKING LIMITED 12/05/2020 2013 WESTERN STAR	5,650.00
025445	12/15/2020 Invoice 42943	001071	EASY LIFT DOORS LTD. 11/18/2020 R&M BUILDING	298.84
025446	12/15/2020 Invoice 900634	001085	GEORGIAN BAY FIRE & SAFETY 11/27/2020 R&M BUILDING	3,653.23
025447	12/15/2020 Invoice Dec 2020	003325	GUAY, STEVE 12/04/2020 MILEAGE	42.84
025448	12/15/2020 Invoice IN362760	001283	HAMISCO INDUSTRIAL SALES INC. 12/08/2020 HAND TOWELS	79.39
025449	12/15/2020 Invoice INV0037577 Invoice INV0037692	001481	HETEK SOLUTIONS INC 11/30/2020 MAINTENANCE SUPPLIES 12/11/2020 EQUIPMENT R&M	789.27
025450	12/15/2020 Invoice 189159	001772	HURONIA 11/30/2020 PROPANE	413.08
025451	12/15/2020 Invoice 70-63773	002920	INDUSTRIAL CHOICE SUPPLY 11/25/2020 WORK CLOTHES	91.48
025452	12/15/2020 Invoice 13376 Invoice 13358 Invoice 13357	001119	K.L. ELECTRIC 12/07/2020 R&M BUILDING 11/30/2020 BUCKET TRUCK - XMAS LIGHTS 11/30/2020 MARKET ST - LIGHTING CEREMONY	3,491.15
025453	12/15/2020 Invoice 1312185 Invoice 1312492 Invoice 1312605	003404	LANGFORD AUTO APC 11/02/2020 WESTERN STAR 11/17/2020 CHRISTMAS LIGHTS 11/23/2020 CHRISTMAS LIGHTS	387.80
025454	12/15/2020 Invoice 1054460 Invoice 0481431 Invoice 2155325 Invoice 2155296	001129	LANGFORD LUMBER 11/06/2020 SHOP SUPPLIES 11/23/2020 TERRY'S CORNER SIGN 11/18/2020 XMAS LIGHTS 11/17/2020 XMAS LIGHTS	749.26

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	Invoice 2156408		12/09/2020 SHOP SUPPLIES	2.70
	Invoice 1056405		11/30/2020 SHOP SUPPLIES	41.80
	Invoice 0481660		11/27/2020 SHOP SUPPLIES	39.26
	Invoice 1055927		11/24/2020 CHRISTMAS LIGHTS	16.68
	Invoice 1055843		11/23/2020 CHRISTMAS LIGHTS	9.02
	Invoice 1055878		11/24/2020 SHOP SUPPLIES	33.89
	Invoice 0481555		11/25/2020 SHOP SUPPLIES	73.44
	Invoice 1055819		11/23/2020 CHRISTMAS DECORATIONS	21.76
	Invoice 2155339		11/18/2020 CHRISTMAS	19.66
	Invoice 2155309		11/18/2020 CHRISTMAS	1.12
	Invoice 1055309		11/17/2020 CHRISTMAS	21.27
	Invoice 1055260		11/17/2020 CHRISTMAS	5.85
	Invoice 1054344		11/05/2020 ROADSIDE DRAINAGE	26.17
	Invoice 2154676		11/04/2020 MAINTENANCE SUPPLIES	115.18
	Invoice 1054699		11/10/2020 MAINTENANCE SUPPLIES	23.29
	Invoice 1055348		11/18/2020 MAINTENANCE SUPPLIES	71.50
	Invoice 2155334		11/18/2020 MISCELLANEOUS	1.13
	Invoice 1056225		11/27/2020 MAINTENANCE SUPPLIES	20.37
	Invoice 1056241		11/28/2020 MAINTENANCE SUPPLIES	73.39
	Invoice 1056269		11/28/2020 MAINTENANCE SUPPLIES	45.82
025455	12/15/2020	001913	LERNERS LLP	
	Invoice 40031197		11/27/2020 FRANK STREET	508.50
	Invoice 40031198		11/27/2020 NOV SPECIAL MEETING	1,582.00
025456	12/15/2020	001706	M WORX	
	Invoice 20531		11/16/2020 ROADSIDE DRAINAGE	1,279.95
025457	12/15/2020	002621	MAGUIRE, KELLY	
	Invoice 96		11/30/2020 Property Maintenance	1,186.50
025458	12/15/2020	003250	MINISTRY OF FINANCE	
	Invoice 202711200847077		11/27/2020 OPP CREDIT JUL-SEP	-861.00
	Invoice 202411201103010		11/30/2020 OCT OPP	54,570.00
025459	12/15/2020	001412	MOBIL SERVICES INC.	
	Invoice 67938		11/26/2020 SWEEPING	237.30
025460	12/15/2020	002929	OMI CANADA INC.	
	Invoice 691130-04-10		12/02/2020 CONTRACTED SERVICES	12,863.64
025461	12/15/2020	001843	ONTARIO CLEAN WATER AGENCY	
	Invoice INV00000006657		11/30/2020 OCTOBER BILLING	8,738.17
	Invoice INV00000006659		11/30/2020 GAS DETECTION REPLACEMENT	7,007.59
	Invoice INV00000006660		11/30/2020 OCTOBER CAPITAL	8,206.54
	Invoice INV00000006799		12/01/2020 CONTRACTED SERVICES	13,051.54
025462	12/15/2020	001209	ONTARIO GOOD ROADS ASSOCIATION	
	Invoice 58329		12/02/2020 MEMBERSHIPS	914.54
025463	12/15/2020	002626	ONTARIO ONE CALL	
	Invoice 202017614		11/30/2020 ONE CALL	222.16
025464	12/15/2020	003137	OVERHOLT, JULIE	
	Invoice Dec 2020		12/02/2020 CHRISTMAS LIGHTS	102.75
025465	12/15/2020	001188	PETTY CASH	
	Invoice Dec 2020		12/14/2020 PETTY CASH EXPENSES	372.35

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025466	12/15/2020	002894	POSTMEDIA	1,000.05
	Invoice 438030		11/14/2020 Advertising	423.75
	Invoice 436478		11/07/2020 Advertising	463.30
	Invoice 450949		12/05/2020 Advertising	73.45
	Invoice 441563		11/30/2020 Advertising	39.55
025467	12/15/2020	002718	PROGRAMMED INSURANCE BROKERS INC.	94.90
	Invoice 6736		11/09/2020 INSURANCE	93.82
	Invoice 4923		11/09/2020 INSURANCE	1.08
025468	12/15/2020	001735	QUADIENT LEASING CANADA LTD.	129.94
	Invoice 6241106		12/01/2020 POSTAGE MACHINE RENTAL	129.94
025469	12/15/2020	003429	██████████	5,000.00
	Invoice SECURITY REFUND		12/04/2020 SECURITY REFUND	5,000.00
025470	12/15/2020	001288	SCOTT'S ELEVATOR LTD.	470.00
	Invoice 1165		11/27/2020 SAND/SALT	470.00
025471	12/15/2020	001628	SOUTHWOLD DIVERSIFIED LTD.	1,669.63
	Invoice 065358		11/26/2020 REPAIRS & MAINTENANCE	1,669.63
025472	12/15/2020	001372	SPRIET ASSOCIATES	26,903.38
	Invoice 20-0586		11/09/2020 DRAINAGE INSPECTOR	655.68
	Invoice 20-0589		10/30/2020 DRAINANGE INSPECTOR	3,892.18
	Invoice 20-0329		07/17/2020 STUMPF DRAIN	5,405.52
	Invoice 20-0616		11/20/2020 BLAKE DRAIN	16,950.00
025473	12/15/2020	002723	TOROMONT CAT	1,671.27
	Invoice WO070829777		12/09/2020 Arena Maintenance	1,671.27
025474	12/15/2020	003006	VANDERMUREN, ABBY	104.55
	Invoice Feb-June 2020		12/14/2020 MILEAGE	104.55
025475	12/15/2020	002960	WASTE CONNECTIONS OF CANADA INC.	512.81
	Invoice 71200000849322		11/30/2020 MAINTENANCE	512.81
025476	12/15/2020	003437	██████████	1,700.00
	Invoice Refund - app fee		12/08/2020 PLANNING APPLICATION FEE	1,700.00
Cheque Register Total -				1,989,447.33

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001758	12/08/2020 Invoice Nov 2020	002986	MASTERCARD - BB FIRE 11/30/2020 MASTERCARD PURCHASES	460.99
001759	12/08/2020 Invoice Nov 2020	002985	MASTERCARD - MUN. OFFICE 11/30/2020 MASTERCARD PURCHASES	2,966.18
001760	12/08/2020 Invoice Nov 2020	002987	MASTERCARD - PARKS & REC. 11/30/2020 MASTERCARD PURCHASES	668.51
001761	12/30/2020 Invoice 1220-3690	002574	BELL MOBILITY 12/08/2020 Cell Phones	249.16
001762	12/30/2020 Invoice 1220-1224	002474	BELL PWB 227-1224 12/01/2020 P.W. Building Phone	176.76
001763	12/30/2020 Invoice 1220-0565	003331	BELL, ARENA 227-0565 12/01/2020 FIRE LINE	49.87
001764	12/30/2020 Invoice 25321 Invoice 25315 Invoice 100995 Invoice 100994	001028	BLUEWATER RECYCLING ASSOC 11/30/2020 NOV DISPOSAL 12/02/2020 DEC AUTOMATED 11/30/2020 YD WASTE LIFT 11/30/2020 YD WASTE LIFT	18,411.56 7,543.14 10,500.00 94.02 274.40
001765	12/30/2020 Invoice 1120-5250	002453	HYDRO, CROSSING LT. 315250 11/23/2020 Hydro One, Crossing Lights	105.32
001766	12/30/2020 Invoice 1220-7124	002439	HYDRO, MUSEUM 927124 12/04/2020 Hydro One, Museum	239.08
001767	12/30/2020 Invoice 1120-2711	002731	HYDRO, OFFICE/LIBRARY 2711 11/23/2020 Municipal Office/Library	1,173.95
001768	12/30/2020 Invoice 1220-0821	002566	HYDRO, PWB 210821 12/07/2020 Hydro One, Public Works Bldg.	671.44
001769	12/30/2020 Invoice 1220-7254	002436	HYDRO, SCOUT HALL 407254 12/04/2020 Hydro One, Scout Hall	110.98
001770	12/30/2020 Invoice 1220-6868	002570	HYDRO, ST. LIGHTS 116868 12/07/2020 Hydro One, Street Lights	1,677.91
001771	12/30/2020 Invoice 1220-4780	003403	HYDRO, ST. LIGHTS 494780 12/02/2020 Hydro One, Ridge Crossing 1	39.56
001772	12/30/2020 Invoice 1120-8601	002569	HYDRO, ST. LIGHTS 538601 11/18/2020 Hydro One, 0 Watson St.	490.70
001773	12/30/2020 Invoice 1220-3502	003289	HYDRO, ST. LIGHTS 693502 12/02/2020 Hydro, St. Lights Ind Park	33.52
001774	12/30/2020 Invoice 1120-7958	002451	HYDRO, ST. LIGHTS 807958 11/20/2020 Hydro One, 1 Conc. Lot 25	144.66
001775	12/30/2020 Invoice 1220-3632	002441	HYDRO, WATER TOWER 493632 12/04/2020 Hydro One, Water Tower	271.39
001776	12/30/2020	001168	MINISTER OF FINANCE	2,300.53

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	Invoice Nov 2020		11/30/2020 NOV 2020 EHT REMITTANCE	2,300.53
001777	12/30/2020	002616	OMERS	18,132.28
	Invoice Nov 2020		11/30/2020 OMERS	18,132.28
001778	12/30/2020	002702	QUADRO - MUN. OFFICE/PARKS&REC.	1,098.60
	Invoice 1220-10324606		12/06/2020 Mun. Office/Parks&Rec.	1,098.60
001779	12/30/2020	001983	RWAM INSURANCE ADMINISTRATORS	6,483.56
	Invoice Dec 2020 Group		12/01/2020 GROUP PREMIUM	2,459.95
	Invoice Nov 2020		11/30/2020 COST PLUS	4,023.61
001780	12/30/2020	002585	STAPLES - OFFICE	344.68
	Invoice 1120-5002		11/30/2020 Office Supplies	344.68
001781	12/30/2020	002691	U. GAS - OFFICE/LIBRARY 2145	593.06
	Invoice 1120-2145		11/30/2020 OFFICE/LIBRARY HEAT	593.06
001782	12/30/2020	002469	U. GAS PW BLDG. 1545	590.39
	Invoice 1220-1545		12/08/2020 Public Works Heat	590.39
001783	12/30/2020	001231	WSIB	3,173.97
	Invoice Nov 2020		11/30/2020 WSIB	3,173.97
Cheque Register Total -				60,658.61

Accounts Payable

Invoices Paid Online - Water Cheque Register By Date

12/01/2020 thru 12/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000305	12/30/2020 Invoice 1220-1017	002476	BELL, LW BOOSTER STN 227-1017 12/01/2020 Water Booster Station Telephon	222.43
000306	12/30/2020 Invoice 1120-6133 Invoice 1220-6133	002618	HYDRO, 34395 GRANTON LINE, LW 11/12/2020 Granton Water Supply 12/11/2020 Granton Water Supply	1,253.14 594.31 658.83
000307	12/30/2020 Invoice 1120-7813-1	002455	HYDRO, L.WATER 027813 11/27/2020 Hydro One, Water Booster Stn.	3,930.42
000308	12/30/2020 Invoice 1220-9957	002461	HYDRO, L.WATER 049957 12/02/2020 Hydro One, 4 Conc. Lot 30	34.69
Cheque Register Total -				5,440.68

Accounts Payable

Invoices Paid Online - Sewer Cheque Register By Date

12/01/2020 thru 12/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000604	12/30/2020 Invoice 1220-1409	002477	BELL L. SEWER 227-1409 12/01/2020 Lucan Sewer Telephone	315.23
000605	12/30/2020 Invoice 1220-1393	002473	BELL L. SEWER 227-1393 12/01/2020 Nicoline Dev. Telephone	68.79
000606	12/30/2020 Invoice 1220-10226077	003001	HAY COMMUNICATIONS 12/01/2020 Alarm System	79.10
000607	12/30/2020 Invoice 1120-2687	002440	HYDRO, L. SEWER 232687 11/27/2020 Hydro One, Chestnut St. Pmp. S	660.61
000608	12/30/2020 Invoice 1120-6752-1	002444	HYDRO, L. SEWER 416752 11/27/2020 Hydro One, 6242 Fallon Dr.	13,535.40
000609	12/30/2020 Invoice 1120-7325	002567	HYDRO, L.S. 577325 11/20/2020 Hydro One 34195 Granton Line	815.99
000610	12/30/2020 Invoice 1220-0419	002568	HYDRO, L.S. PUMP 780419 12/04/2020 Hydro One, Joseph St. Pump	43.07
000611	12/30/2020 Invoice 1220-10304555	002564	QUADRO, L. SEWER 555 12/06/2020 Lucan Sewer Telephone	386.30
000612	12/30/2020 Invoice 1220-1292	002467	U. GAS L. SEWER 1292 12/08/2020 Heat - Lucan Sewer	263.77
000613	12/30/2020 Invoice 1220-6155	003044	U. GAS SEWER 6155 12/08/2020 34195 Granton Line Gas	405.38
Cheque Register Total -				16,573.64

Accounts Payable
 ARENA BANK Cheque Register By Date
 12/01/2020 thru 12/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000732	12/30/2020 Invoice 1120-5990	002443	HYDRO, ARENA 425990 11/26/2020 Hydro One 263 Main Arena	19,666.18
000733	12/30/2020 Invoice 1220-9687	002456	HYDRO, ARENA 889687 12/04/2020 Hydro One, 263 Main St. BLDG.	72.06
000734	12/30/2020 Invoice 1220-7734	002449	HYDRO, ARENA LIGHT 857734 12/04/2020 Hydro One, 263 Main St. Light	60.94
000735	12/30/2020 Invoice 1220-2579	002457	HYDRO, GRANTON PK 512579 12/08/2020 Hydro One, High St. Light 2	32.47
000736	12/30/2020 Invoice 1220-1433	002458	HYDRO, GRANTON PK. 201433 12/08/2020 Hydro One, High St. Light 1	99.04
000737	12/30/2020 Invoice 1220-7345	002435	HYDRO, MARKET PARK 117345 12/04/2020 Hydro One, Market St. Park	65.07
000738	12/30/2020 Invoice 1220-8334	002442	HYDRO, SPLASH PAD 018334 12/04/2020 Hydro One, Splash Pad	37.91
000739	12/30/2020 Invoice 1120-2022	002463	U. GAS ARENA 2022 11/30/2020 Heat-Pool,Arena,LionsShed	1,263.74
000740	12/30/2020 Invoice 1120-2061	002563	U. GAS ARENA 2061 11/30/2020 Heat-MainHall&Daycare	703.86
000741	12/30/2020 Invoice 1120-2137	002464	U. GAS SENIOR CTR 2137 11/30/2020 HEAT - SENIOR CENTRE	135.43
Cheque Register Total -				22,136.70

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the regular council meeting minutes of January 5, 2021 be approved as circulated/amended.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That Council direct staff to complete an application to the RED Program for Option #1 as presented in report no. EDC-01-2021 and that a budget amount of \$17,500.00 be allocated for 2021.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

The Council of the Corporation of the Township of Lucan Biddulph supports the 2021 Census, and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council of the Township of Lucan Biddulph authorize Daniel Regan to attend the ROMA Virtual Conference on January 25th and 26th, 2021 at a registration cost of \$550.00 (plus HST).

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council of the Township of Lucan Biddulph authorize Jeff Little and Alex Westman to attend the OGRA Virtual Conference from February 22, 2021 to February 25, 2021 at a registration cost of \$655.00 (plus HST) per person.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council of the Township of Lucan Biddulph adopt the following revised

Corporate policy:

- Policy No. 101-02-2021 (Electronic Signatures Policy)

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That council accept the recommendation of the Public Works Manager as identified in report no. PW-02-2021 and directs staff to proceed with a public notice for discussion of a possible water and waste water rate increase at the regular Council meeting scheduled for March 16th, 2021.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: January 19, 2021

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:

- 04-2021 Execution of Site Plan Amending Agreement – TVDSB
- 05-2021 Execution of Agreement – Perth South Road Boundary Agr
- 06-2021 Confirming
- 200-2021 ZBA Olde Clover Village Phase 4 – Removal of H Symbol
- 201-2021 ZBA (Holland Farms Ltd.)

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 19, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council meeting be adjourned at _____ p.m.

RESOLUTION CARRIED

MAYOR

Township of Lucan Biddulph

BY-LAW NO. 04-2021

A by-law authorizing the execution of a site plan agreement between Thames Valley District School Board (hereinafter referred to as the “Owner”) and the Township of Lucan Biddulph (hereinafter referred to as the “Township”)

WHEREAS the Owner and the Township entered into a Site Plan Agreement dated the 7th day of January, 2009 for the construction of a new public elementary school and associated parking area and playing fields as shown on the Schedules forming part of the original agreement;

AND WHEREAS the Owner proposes to enlarge the parking lot area encompassing lands to the south of the existing parking area as shown on the Site Plan dated August 18, 2020 prepared by Stantec and attached as Schedule “B” to the Site Plan Amending Agreement;

AND WHEREAS the parcel lies within an area of site plan control;

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, 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 and FINALLY PASSED this 19th day of January, 2021.

MAYOR

CLERK

AGREEMENT AMENDING SITE PLAN AGREEMENT

THIS AGREEMENT made this _____ day of December, 2020.

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD.
(hereinafter called "**the OWNER**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
(hereinafter called "**the TOWNSHIP**")

OF THE SECOND PART

WHEREAS the Owner and the Township entered into a Site Plan Agreement dated the 7th day of January, 2009 for the construction of a new public elementary school and associated parking area and playing fields (referred to as the "development"); in accordance with the schedules attached to a forming part of the original agreement;

AND WHEREAS the Owner proposes to enlarge the parking lot area encompassing lands to the south of the existing parking area as shown on the Site Plan dated August 18, 2020, prepared by Stantec and attached hereto as Schedule "B ";

AND WHEREAS the parcel lies within an area of site plan control;

NOW THEREFORE the Parties agree:

1. **THAT** Schedule "B" of the Site Plan Agreement entered into between the Owner and the Township dated January 7, 2009 be deleted and replaced by Schedule "B" attached hereto;
2. **THAT** in all other respects the Parties acknowledge that the Site Plan Agreement dated January 7, 2009, remains in full force and effect and unamended save as set out herein.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hand 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. _____)
passed this _____ day of _____)
December, 2020)

THAMES VALLEY DISTRICT SCHOOL BOARD.

Per: _____

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Per: _____
Cathy Burghart-Jesson, Mayor

Per: _____
Ron Reymer, Clerk

SCHEDULE A

TO

AMENDING SITE PLAN AGREEMENT

BETWEEN –

THAMES VALLEY DISTRICT SCHOOL BOARD.

-AND-

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

The “Land”

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying in the Township of Lucan Biddulph in the County of Middlesex and being composed of:

PART OF LOTS 5 AND 6, PLAN 220 and PART 1 OF REFERENCE PLAN RP33R14014

SCHEDULE B

TO

AMENDING SITE PLAN AGREEMENT

BETWEEN –

THAMES VALLEY DISTRICT SCHOOL BOARD.

-AND-

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

The “Site Plan”

Site Plan – Project No. 165630130 – Drawing No. SP-1 – Revision 0 - undertaken by Stantec and endorsed by C. Gorrie on August 18, 2020

Site Servicing and Grading Plan – Project No. 165630130 – Drawing No. C001 – Revision 0 - undertaken by Stantec and endorsed by C. Gorrie on August 18, 2020

Parking Lot Improvements Plans and Details – Project No. 165630130 – Drawing No. C002 – Revision 0 - undertaken by Stantec and endorsed by C. Gorrie on August 18, 2020

Site Plan



45. EXISTING PARKING SPACES
 50. NEW PARKING SPACES

Legend

- APPLY EXISTING
- NEW ASPHALT
- NEW CONCRETE
- REMOVE
- EXISTING DRIVE
- NEW DRIVE
- EXISTING SIDEWALK
- NEW SIDEWALK
- REMOVE SIDEWALK
- EXISTING CURB
- NEW CURB
- REMOVE CURB
- EXISTING CONCRETES
- NEW CONCRETES
- REMOVE CONCRETES
- EXISTING ASPHALT
- NEW ASPHALT
- REMOVE ASPHALT
- EXISTING GRAVEL
- NEW GRAVEL
- REMOVE GRAVEL
- EXISTING SAND
- NEW SAND
- REMOVE SAND
- EXISTING DIRT
- NEW DIRT
- REMOVE DIRT
- EXISTING VEGETATION
- NEW VEGETATION
- REMOVE VEGETATION

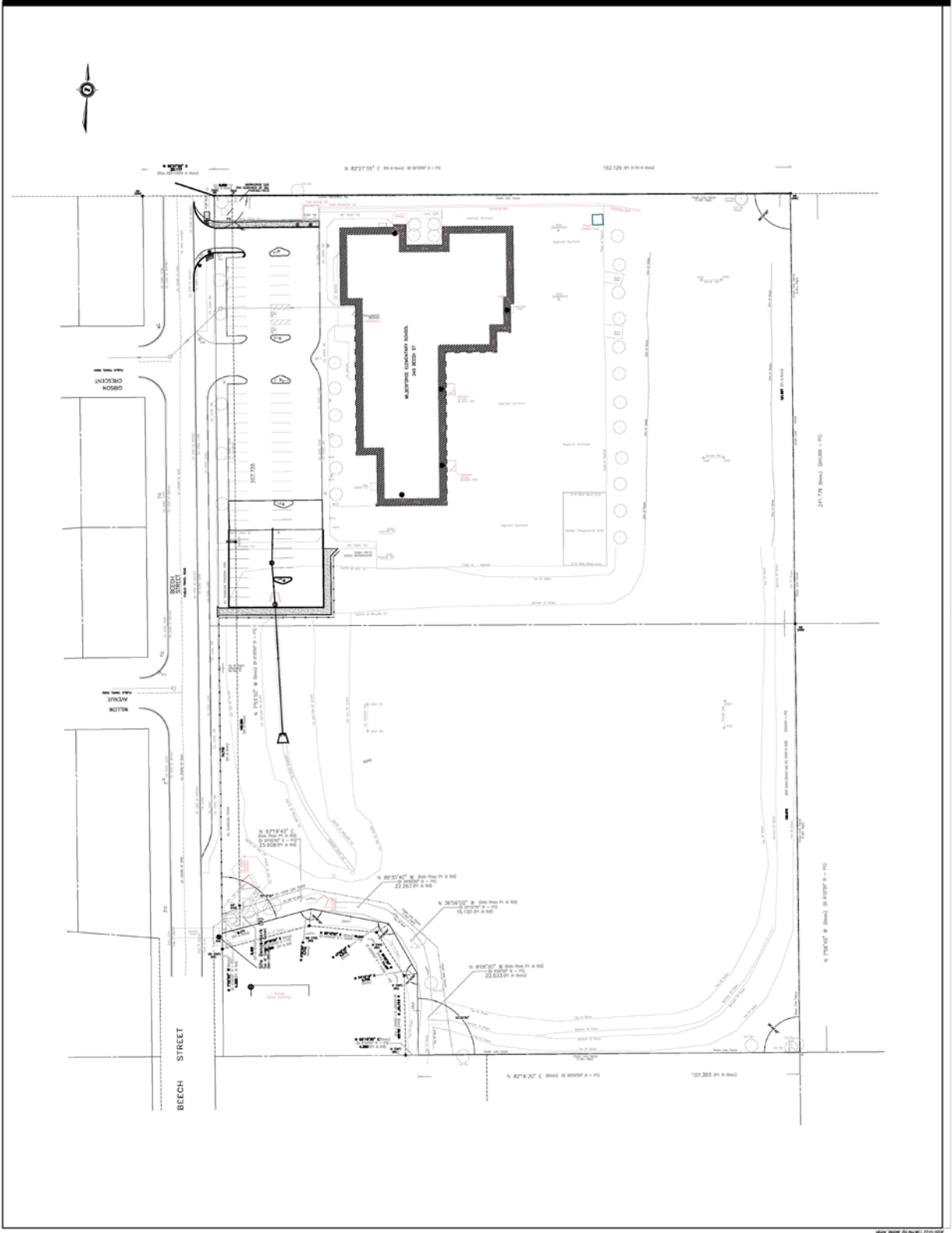
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2.	APPS	TYRANOZ	
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5.	APPS	TYRANOZ	
6.	APPS	TYRANOZ	
7.	APPS	TYRANOZ	
8.	APPS	TYRANOZ	
9.	APPS	TYRANOZ	
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11.	APPS	TYRANOZ	
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13.	APPS	TYRANOZ	
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15.	APPS	TYRANOZ	
16.	APPS	TYRANOZ	
17.	APPS	TYRANOZ	
18.	APPS	TYRANOZ	
19.	APPS	TYRANOZ	
20.	APPS	TYRANOZ	

Professional Engineer
 License No. 27576
 Ontario
 Professional Engineer
 License No. 27576
 Ontario

Client/Project
 WILBERFORCE PUBLIC SCHOOL
 PARKING LOT IMPROVEMENTS
 SITE PLAN

Lucan, ON, Canada

Scale: 1:500
 Drawing No. SP-1
 Sheet
 Revision: 0
 1 of 1



Parking Lot Improvement Plan and Details



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Legend

ASPH	ASPHALT	PILE ANCHOR
BLVD	BLIND	SKIN
CBG	CLAY BLOCK, GUTTER	FLOW DIRECTION
COB	CONCRETE	DECOURED TREE
CCW	CONCRETE W/ WOVEN FIBRE	CONIFEROUS TREE
FFW	FRESH FLOOR	DECIDUOUS TREE
CHT	COURT YARD	CONIFEROUS TREE
GRV	GRASS	NEW ASPHALT
DRW	DRAIN	NEW CONCRETE
HPK	HANDICAP PARKING	NEW SCC
LS	LIGHT SLOPED	
SM	SKIN	
TP	TYP	
TPW	TOP OF WALL OF FIRE HYDRANT	
W7	WALKWAY	

Revision

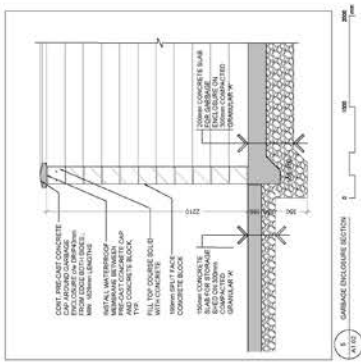
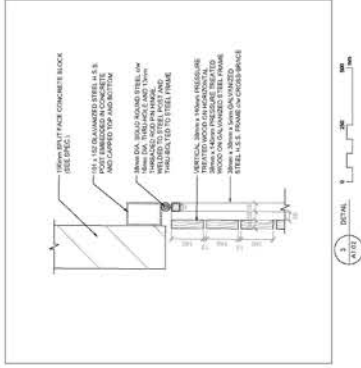
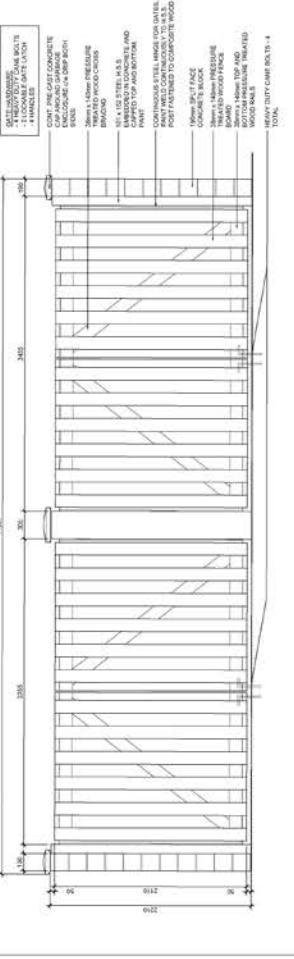
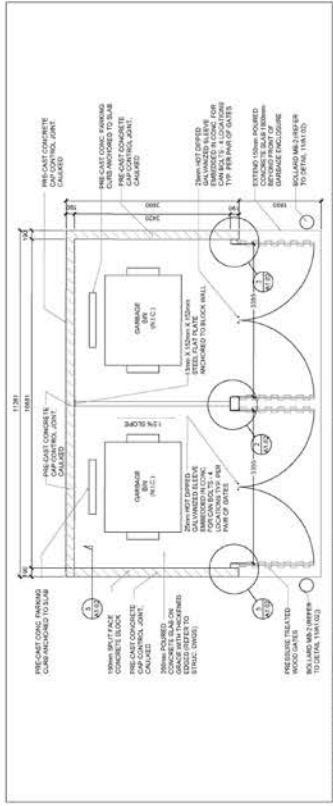
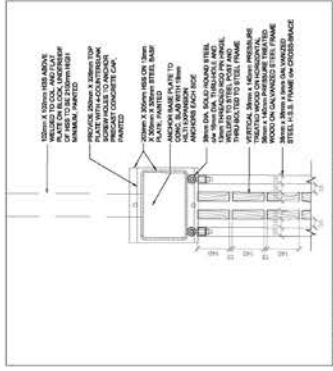
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10	10	10

Scale

Scale	AS	CG	ML	TR
Scale	1:50	1:50	1:50	1:50



Title
 WILBERFORCE PUBLIC SCHOOL
 PARKING LOT IMPROVEMENTS
 PLAN AND DETAILS
Project No.
 165580130
Scale
 N.I.S.
Drawing No.
 C002
Sheet
 2 of 2
Revision
 0



Township of Lucan Biddulph

BY-LAW NO. 05-2021

**Being a by-law authorizing the execution of an
Boundary Road Agreement between the
Corporation of the Township of Perth South and
the Corporation of the Township of Lucan Biddulph**

WHEREAS pursuant to section 11 of the *Municipal Act, 2001, S.O. 2001, c.25 (as amended)* ("Municipal Act"), Lucan Biddulph and Perth South may pass By-laws respecting matters within the "highways" spheres of jurisdiction;

AND WHEREAS pursuant to section 20(1) of the Municipal Act, a municipality may enter into an agreement with one or more municipalities or local bodies (as defined in Section 19 of the Municipal Act), or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the Council of the Township of Lucan Biddulph deems it expedient to execute a boundary road agreement with the Township of Perth South for maintenance, repair, capital improvements and the sharing of the costs thereof for boundary road known as Whalen Line extending from Perth Road 151 (Granton Line) to Elginfield Road (Provincial Highway #7) which forms the boundary between the Township of Perth South in Perth County and the Township of Lucan Biddulph in Middlesex County;

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 Corporation of the Township of Perth South.
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 and FINALLY PASSED THIS 19th day of January, 2021.

MAYOR

CLERK

BOUNDARY ROADS MAINTENANCE AND REPAIR AGREEMENT

This Agreement made in duplicate as of the ____ day of _____, 2020

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(herein referred to as "Lucan Biddulph")

- and -

THE CORPORATION OF THE TOWNSHIP OF PERTH SOUTH

(herein referred to as "Perth South")

WHEREAS pursuant to section 11 of the *Municipal Act, 2001, S.O. 2001, c.25 (as amended)* ("Municipal Act"), Lucan Biddulph and Perth South may pass By-laws respecting matters within the "highways" spheres of jurisdiction;

AND WHEREAS pursuant to section 20(1) of the Municipal Act, a municipality may enter into an agreement with one or more municipalities or local bodies (as defined in Section 19 of the Municipal Act), or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS pursuant to section 29.1(1) of the Municipal Act, if parties having joint jurisdiction over a boundary line highway enter into an agreement under which one party agrees to keep any part of the highway in repair for its whole width and to indemnify the other party from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the By-law authorizing the agreement may be registered in the land registry office for the area in which the highway is located;

AND WHEREAS pursuant to section 29.1(2) of the Municipal Act, if municipalities enter into an agreement under subsection 29.1(1), in this case, one municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS by this Agreement Lucan Biddulph and Perth South wish to make provision for all matters relating to the maintenance, repair, capital improvements and the sharing of the costs thereof for the Boundary Roads, as hereinafter defined, over which they have joint jurisdiction;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- (a) **“Agreement”** means this Boundary Roads Maintenance and Repair Agreement, including its recitals and any schedules which form an integral part of it, as amended in writing and approved by the Councils of both parties from time to time.
- (b) **“Applicable Law”** means all applicable statutes, regulations, enforceable and published rules, guidelines and policies, laws and by-laws of Canada, the Province of Ontario, the County and the Municipality or other Regulatory Authorities, including without limitation the Ontario Ministry of Transportation.
- (c) **“Boundary Roads”** are shared Highways between Municipalities in accordance with the Municipal Act Section 29 and as more specifically identified in Schedule A attached hereto.
- (d) **“Capital Improvements”** means any work that falls outside of the definition of Routine Maintenance and Repairs and results in a material improvement and enhancement of all or any part of the Boundary Roads, and includes but is not limited to all works that are estimated to cost \$20,000.00 or more.
- (e) **“Capital Plans”** means Perth South’s and Lucan Biddulph’s forecasted plans of Capital Improvements, including all potential major projects or investments, as they relate to the Boundary Roads.
- (f) **“Claims”** include any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind in respect of any and all losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third person or otherwise), the costs or expenses of complying with any environmental laws, and any economic losses, consequential, indirect, special and incidental damages resulting from or in any way related to a breach of a term of this Agreement, loss of life, personal injury (including, in all cases, personal discomfort and illness), and loss of and damage to property.
- (g) **“Council”** shall mean the respective municipal councils of Perth South or Lucan Biddulph.
- (h) **“Highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

- (i) **“Joint Jurisdiction”** has the meaning described in Section 29 of the Municipal Act, 2001.
- (j) **“Municipality”** means either of Perth South or Lucan Biddulph, and **“Municipalities”** means both of Perth South and Lucan Biddulph.
- (k) **“Routine Maintenance and Repair”** means activities relating to the maintenance and repair of the Boundary Roads in accordance with and to the standards from time to time prescribed by applicable laws, including Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways under *Municipal Act, 2001, S.O. 2001, c.25*, the Ontario Ministry of Transportation, and all by-law and policy(ies), of Perth South, including, without limitation, ditching, culvert replacement, guardrail repair, pot hole repair, asphalt patching, line painting, shoulder gravel, grading and seasonal maintenance, bridge maintenance, sewer and catch basin cleaning, grass and weed cutting, sweeping and flushing, traffic and regulatory sign maintenance, winter control measures (including snow plowing, snow removal, snow fencing, and sanding), litter control, and road patrol.
- (l) **“Whole Width”** means the whole width of road allowance owned by the Municipalities extending fully between property lines.

2. Term and Renewal

- 2.1. The term of this Agreement shall commence on _____, 2020 and shall expire on _____2030. Notwithstanding the foregoing, this Agreement shall be deemed to be automatically renewed for a further period of ten (10) years unless, not less than six (6) months prior to the expiration of the initial term, one of the parties provides written notice to the other party that it does not wish the Agreement to be renewed.
- 2.2. Notwithstanding the foregoing, either party may terminate this Agreement upon providing six (6) months written notice to the other party.
- 2.3. If at any time any of the Boundary Roads are uploaded by one or both upper tier County this Agreement shall cease, and be null and void, and of no further effect commencing the date which the Boundary Roads are uploaded.

3. Maintenance and Repair

- 3.1. All costs incurred that are related to Routine Maintenance and Repair shall be apportioned between the Municipalities on a 50/50 basis, and Lucan Biddulph covenants and agrees that during the term of this Agreement and any renewal thereof, to pay to Perth South its 50% share of all costs incurred for Routine Maintenance and Repair of the Boundary Roads. For clarity, Perth South shall

pay for all costs incurred in connection with Routine Maintenance and Repair as such costs become due, and the parties shall reconcile such costs in accordance with Section 7 of this Agreement.

- 3.2. Perth South covenants and agrees that during the term of this Agreement and any renewal thereof, it shall undertake and be responsible for all required Routine Maintenance and Repair of the Boundary Roads.
- 3.3. During the term of this Agreement, and any renewal thereof, Perth South agrees to keep the Whole Width of the Boundary Road in good repair and shall indemnify and save harmless Lucan Biddulph from and against any Claims arising from or in any way relating to any alleged failure by Perth South to provide Routine Maintenance and Repair to the Boundary Roads.,
- 3.4. Perth South shall administer access and utility consents relating to the Boundary Roads.

4. TREES

- 4.1. Each Municipality shall take responsibility for the maintenance and removal, and costs associated therewith, of the trees on their side of the Boundary Roads.

5. CAPITAL PLANS AND IMPROVEMENTS

- 5.1. Upon execution of this Agreement, both parties agree to identify and provide to each other their individual Capital Plans proposed for the Boundary Roads, 3-5 years prior to anticipated action on the proposed project.
- 5.2. As required by either party, from time to time, Lucan Biddulph and Perth South shall meet to determine and mutually agree upon the Capital Improvements, as identified in the Capital Plan for each respective Municipality, that will be undertaken the following year on the Boundary Roads, and which party shall be responsible for completing said Capital Improvements.
 - 5.2.1. No new Capital Improvements on Boundary Roads shall be commenced or charged by one Municipality against the other unless such Capital Improvement work has been approved by the Councils of both Municipalities.
 - 5.2.2. Should either Municipality have a recommendation for a Capital Improvement to the Boundary Roads, as identified in the Capital Plan for either Municipality, the Municipalities agree to submit all recommendations for the Boundary Roads in

writing to the other Municipality by June 30th of the year prior to the start date of the project.

- 5.2.3. All costs incurred that are related to Capital Improvements shall be apportioned between the Municipalities on a 50/50 basis. Notwithstanding the foregoing, the party responsible for completing any Capital Improvements for the Boundary Roads shall pay for all costs incurred in connection therewith as such costs become due, and the parties shall reconcile such costs yearly as set out in section 5.4 below
- 5.3. In the event any unforeseen Capital Improvements are required to any portion of the Boundary Roads that were not considered in previous meetings between the parties, then Perth South may undertake said unforeseen Capital Improvements without the consent of Lucan Biddulph provided that the reasonable cost estimate for said unforeseen Capital Improvements does not exceed \$15,000.00. In the event the cost estimate does exceed \$15,000.00 the unforeseen Capital Improvements shall not be undertaken by Perth South without the written consent of Lucan Biddulph.
- 5.4. The Director of Public Works or as the case may be, of Lucan Biddulph and Perth South shall prepare each year a detailed statement of the Capital Improvements undertaken by each on the Boundary Roads. Said statement shall be submitted to the other party hereto no later than the fifteenth day of January in the year following that in which the expenditure was made. Reconciliation of accounts, on a 50/50 basis, shall be completed by the parties hereto no later than February 15th of each year for expenditures made in the previous year.

6. INSURANCE

- 6.1. Lucan Biddulph and their contractor shall provide and maintain during the term of the Agreement, Commercial/Comprehensive General Liability insurance subject to limits of not less than 10 MILLION DOLLARS (\$10,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use occurring upon its lands. Such insurance shall include premises, property and operations; personal injury; owners' and contractors' protective; occurrence property damage; products and completed operations; non-owned automobile; broad form property damage; contingent employer's liability; blanket contractual liability; employees as additional insured; and cross liability and severability of interests clauses. Lucan Biddulph shall add Perth South as an additional insured.
- 6.2. Lucan Biddulph and their contractor shall provide and maintain during the term of the Agreement, Automobile liability insurance covering liability for bodily injury,

death and damage to property with a limit of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive for each and every loss.

- 6.3. Perth South and their contractor shall provide and maintain during the term of the Agreement, Commercial/Comprehensive General Liability insurance subject to limits of not less than TEN MILLION DOLLARS (\$10,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use occurring upon its lands. Such insurance shall include premises, property and operations; personal injury; owners' and contractors' protective; occurrence property damage; products and completed operations; non-owned automobile; broad form property damage; contingent employer's liability; blanket contractual liability; employees as additional insured; and cross liability and severability of interests clauses. Perth South shall add Lucan Biddulph as an additional insured.
- 6.4. Perth South and their contractor shall provide and maintain during the term of the Agreement, Automobile liability insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Agreement covering liability for bodily injury, death and damage to property with a limit of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive for each and every loss.
- 6.5. All of the above insurance policies shall contain an endorsement to provide all Named Insured and Additional Insured with thirty (30) days prior written notice of cancellation.
- 6.6. Evidence of insurance shall be provided prior to the execution of the Agreement and upon the anniversary date(s) of all applicable policies.
- 6.7. Each Municipality shall take all reasonable steps to not do or omit to do anything that would impair or invalidate the insurance policies.
- 6.8. The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the Municipalities under this Agreement.
- 6.9. If either Municipality requires proof of Workers Compensation and Insurance Coverage (WSIB), it shall request of the other Municipality to provide same, which shall be immediately provided on request.

7.0. INVOICING / ACCOUNTING

7.1. Perth South shall invoice Lucan Biddulph semi-annually for the 50% share of the Maintenance and Repair, and/or Capital Improvements costs, using the respective average cost per kilometer incurred for any and all Maintenance and Repairs for the prior

calendar year, and including any agreed upon Capital Improvements, as more particularly set out in Schedule "B" attached hereto. Lucan Biddulph shall pay the amount owing within thirty (30) days upon receipt of such invoice.

8.0. GENERAL

- 8.1.** Any notice to be given under this Agreement shall be sufficiently given if delivered by prepaid first-class mail or email and addressed, to Lucan Biddulph at:

The Corporation of the Township of Lucan Biddulph
Attention: Ron Reymer, C.A.O.
270 Main Street, P.O. Box 190
Lucan, Ontario
N0M 2J0
Email: rreymer@lucanbiddulph.on.ca

and to Perth South at:

The Corporation of the Township of Perth South
Attention: Rebecca Clothier, Administrator/Treasurer
3191 Road 122
St. Pauls, Ontario
N0K 1V0

Email: rclothier@perthsouth.ca

Receipt of notice shall be deemed to have occurred five (5) days following the date of mailing of the notice, or the next business day following the electronic transmission of an email. Either party may change its address for notice by giving notice of change of address to the other party pursuant to this section.

- 8.2.** Notwithstanding anything in this Agreement, neither party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, act of God, pandemic, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all of the obligations contained herein.

- 8.3.** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assigns. Neither party may assign this Agreement without first obtaining the prior written consent of the other party.
- 8.4.** This Agreement contains the entire agreement between the parties. There is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement. This Agreement fully replaces and supersedes any practice, agreement or other contractual arrangement between the parties related to the subject matter of this Agreement.
- 8.5.** Nothing in this Agreement relieves either party from any outstanding financial obligation to the other in respect of any prior agreement or other contractual arrangement between the parties related to the subject matter of this Agreement.
- 8.6.** If any article, section, subsection, paragraph, clause or sub clause or any of the words contained in this Agreement shall be held wholly or partially unlawful, invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remainder of this Agreement shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this Agreement shall have effect, notwithstanding any statutory provision to the contrary.
- 8.7.** No supplement, amendment or waiver of or under this Agreement shall be binding unless executed in writing by both parties. No waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.
- 8.8.** For the convenience of the parties, this Agreement may be validly executed in several counterparts, each of which when so executed shall be deemed to be an original instrument and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution, shall be deemed to bear date as of the date written at the beginning of this Agreement.
- 8.9.** For the convenience of the parties, delivery of this Agreement may be validly made by a party by electronic transmission to the other party. A party who delivers the executed Agreement by electronic transmission shall, as soon as reasonably practicable, deliver a copy of the executed Agreement bearing the original signature(s) of such party to the other party.

9.0. DISPUTE RESOLUTION

9.1. In the event that a dispute arises with respect to any interpretation of this Boundary Roads Maintenance and Repair Agreement, the subject matter in dispute may be referred to mediation for resolution. The mediator shall be agreed upon unanimously by the Municipalities, acting reasonably.

9.2. In the event that, a mediator cannot be agreed upon by all Parties, or the dispute is not resolved through mediation, the matter shall be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act*, S.O. 1991, c.17 ("**Arbitration Act**") and subject to the following provisions:

- a. Where a dispute is referred to arbitration, the decision of the arbitrator(s) shall be final.
- b. The costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their duly authorized signing officers

The Corporation of the Township of Lucan Biddulph

Cathy Burghardt-Jesson, Mayor

Ron Reymer, Chief Administrative Officer / Clerk

We have authority to bind the corporation.

The Corporation of the Township of Perth South

Robert Wilhelm, Mayor

Lizet Scott, Clerk

We have authority to bind the corporation.

SCHEDULE "A"

The entirety, which for clarity includes the Whole Width, of the boundary road known as Whalen Line extending from Perth Road 151 (Granton Line) to Elginfield Road (Provincial Highway #7), a distance of approximately 7.6 kilometres as shown on the illustration below.



SCHEDULE "B"

Billings to be completed semi-annually: January to June and July to December. Billing issued 30 days following June 30th and December 31st. Payment due in 30 days following billing.

Whalen Line Maintenance and Repair Agreement Billing Calculation for Lucan Biddulph

Perth South Account Number	Perth South Account Name	Actual Cost	Total Lane KMs of Road	Cost Per KM of Road	Comments	
01-3000-****	80% Roads Admin	\$ -	295.6	\$ -	20% admin towards unrelated items	A
01-3100-****	Bridge & Culvert	\$ -	295.6	\$ -		B
01-3151-****	Roadside Grass	\$ -	295.6	\$ -		C
01-3153-****	Ditching	\$ -	295.6	\$ -		D
01-3154-****	litter/debris	\$ -	295.6	\$ -		E
01-3200-****	Hard Top	\$ -	145.4	\$ -		F
01-3300-****	Winter Control	\$ -	295.6	\$ -		G
01-3350-****	Signage	\$ -	295.6	\$ -	Railway inspection expense removed.	H
01-3600-****	Fleet Maintenance	\$ -	295.6	\$ -		I
01-36**-****	Fleet Fuel, Repairs	\$ -	295.6	\$ -		J
				\$ -	Cost Per KM of Road (Sum of A - J)	K
				7.60	Whalen Line Boundary KMs	L
				\$ -	Whalen Line Maintenance Cost (cost/km x boundary road length) (K x L)	M
				\$ -	Lucan Biddulph 50% share (M x 50%)	N

Perth South Road Network	
Gravel Lane KMs	150.2
Paved Land KMs	145.4
Total Lane KMs of Road	295.6

DRAFT

Township of Lucan Biddulph

BY-LAW NO. 06-2021

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 January 19, 2021 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 January 19, 2021 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 January 19, 2021 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
January 19, 2021.

MAYOR

CLERK

TOWNSHIP OF LUCAN BIDDULPH
BY-LAW NO. 200-2021
BEING A BY-LAW TO AMEND THE TOWNSHIP OF
LUCAN BIDDULPH COMPREHENSIVE ZONING
BY-LAW NO. 100-2003

2647076 Ontario Inc.
Olde Clover Village – Phase 4

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 No. 11 to the Township of Lucan Biddulph Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the "site-specific" Residential First Density Exception – Holding (R1-8-H) Zone to the "site-specific" Residential First Density Exception (R1-8) Zone for those lands outlined in heavy solid lines and described as **R1-9** on Schedule "A" attached hereto and forming part of this By-law, legally described as Part of Lot 7, North of the Proof Line Road, (Geographic Township of Biddulph), in the Township of Lucan Biddulph, in the County of Middlesex, being Lots 1-33 inclusive, on Registered Plan 33M-792.

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 19TH DAY OF JANUARY, 2021.

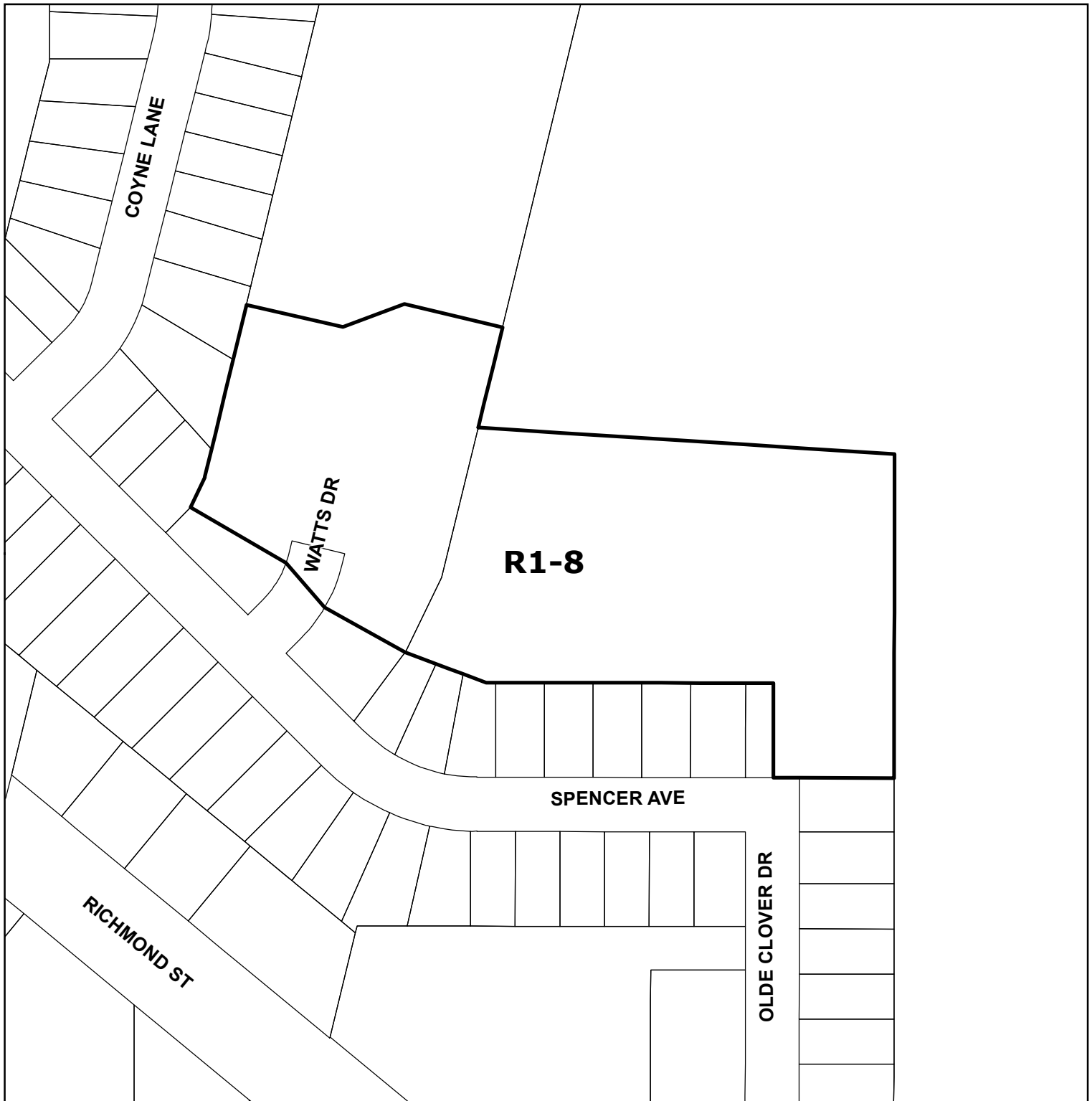
MAYOR

CLERK

SCHEDULE "A"



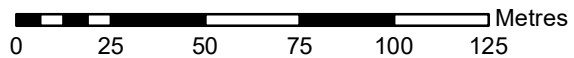
Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 200-2021

PASSED THIS 19th DAY OF January, 2021.

1:2,000



TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 201-2021
BEING A BY-LAW TO AMEND THE LUCAN BIDDULPH
COMPREHENSIVE ZONING BY-LAW NO. 100-2003

Holland Farms Ltd.
35882 Richmond Street

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. 2 to the Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the General Agricultural (A1) Zone to the site-specific Surplus Dwelling (SD-3) Zone those lands outlined in heavy solid lines and described as SD-3 on Schedule "A" attached hereto and forming part of this By-law, being Part of Lot 6, Concession 1, (geographic Township of Biddulph) Township of Lucan Biddulph, County of Middlesex, and more particularly described as Part 3 on Reference Plan 33R-20895, in the Township of Lucan Biddulph, in the County of Middlesex.
2. THAT Schedule "A", Map No. 2 to the Comprehensive Zoning By-law No. 100-2003, is hereby amended by changing from the General Agricultural (A1) Zone to the Agricultural (A3) Zone those lands outlined in heavy solid lines and described as A3 on Schedule "A" attached hereto and forming part of this By-law, being Part of Lot 6, Concession 1 (geographic Township of Biddulph) Township of Lucan Biddulph, County of Middlesex.
3. THAT Section 12A.3 being the Exceptions of the Surplus Dwelling (SD) Zone is amended with the addition of the following:
 - "12A.3.3 a) Defined Area (*Holland Farms Ltd.*)
 SD-3 as shown on Schedule "A", Map No. 2 to this By-law.
 - b) Minimum Lot Frontage 33.27 m"
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 19TH DAY OF JANUARY, 2021.

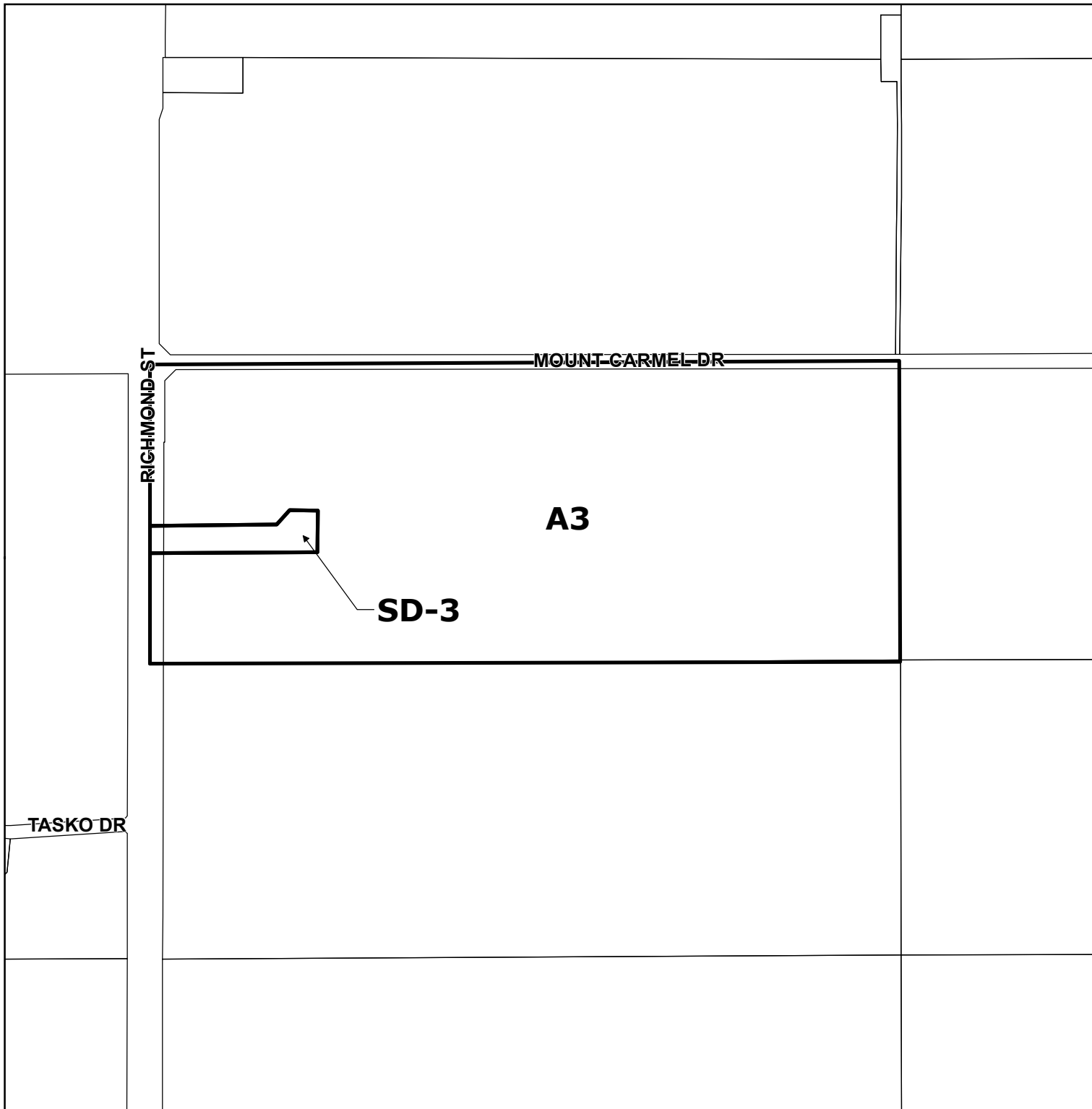
MAYOR

CLERK

SCHEDULE "A"



Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. _____ 201-2020
 PASSED THIS 19th DAY OF January, 2021.

