



LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, JANUARY 5, 2021 6:00 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 6:00 P.M. ON JANUARY 5, 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. 6:00 pm Closed Session

(Note: Resolution required for the Council to adjourn its regular meeting in order to conduct a closed session Pursuant to Section 239 (3.1) of the Municipal Act)

Section 239 (3.1) – purpose of educating of training members of Council

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

5. Public Meetings

6. Delegations, Presentations & Petitions

OCWA - Renee Hornick, Senior Operations Manager

[Lucan WWTP Operations Report 2020 - Third Quarter](#)

[Granton WWTP Operations Report 2020 - Third Quarter](#)

7. Adoption of Minutes

[Council Minutes- Dec 15 2020](#)

8. Business Arising From the Minutes

[BA Jan 5 2020](#)

9. Correspondence

1. [COVID-19 - Historic Safe Restart Agreement Allocation](#)
2. Balance of Communications:
 - a. [Memo re Ontario's Vaccine Distribution Implementation Plan](#)
 - b. [Letter from the Honourable Sylvia Jones, Solicitor General - re CSWB deadline July 1 2021](#)
 - c. [Middlesex Crisis Rapid Response Team](#)
 - d. [A New GTA Nuclear Reactor vs Wind and Solar](#)
 - e. [Resolution - Twp of Matachewan - Grants](#)
 - f. [Resolution - Town of Carleton - COVID 19 Childcare Funding](#)
 - g. [Resolution - Southwest Middlesex - Municipal Drainage & CN Rail](#)
 - h. [Resolution - Kingsville - LT Premier Ford re Small Businesses](#)
 - i. [Resolution - Dufferin County - Aggregate Resource Property Valuation Assessment Criteria](#)
 - j. [Resolution - City of Kitchener - Cannabis Retail](#)
 - k. [Resolution - Chatham-Kent - re Bill 229 and the Conservation Authorities](#)
 - l. [Support Resolution - Twp of Essa - Bill 229](#)
 - m. [Support Resolution - St Catherines -Development Approval Requirements for Landfills \(Bill 197\)](#)
 - n. [Support Resolution -Town of Amherstburg - AODA Website Compliance Extension Request](#)
 - o. [Support Resolution - Hamilton - Cap on Gas Plant and Greenhouse Gas Pollution](#)
 - p. [AMO Watchfile Dec 17 2020](#)

10. Committee Reports

- a) CEDC
- b) Bluewater Recycling
- c) Lake Huron
- d) Fire Boards
- e) ABCA
- f) UTRCA
- g) Parks & Recreation - [PRAC Minutes - Dec 9 2020](#)

11. Staff Reports

- a) CAO/Clerks Office
 - [CAO-01-2021 - Provincial Legislation & Updates Re COVID-19](#)
 - [CL-01-2021 Council Agenda Modernization - eSCRIBE](#)
 - [eSCRIBE Subscription Agreement](#)
- b) Building/By-law Enforcement
- c) Finance
- d) Planning

- e) Public Works
- f) Parks & Recreation
- g) Economic Development

[EDC-01-2021 - RED 2021](#)

[OMAFRA - RED Program](#)

12. Councillor's Comments

13. Changes to Budget

14. Notice of Motions

15. Motions and Accounts

[Motions Jan 5 2021](#)

16. By-laws

[01-2021 Interim Tax Levy](#)

[02-2021 Execution of eSCRIBE Agr](#)

[03-2021 Confirming](#)

17. Adjournment

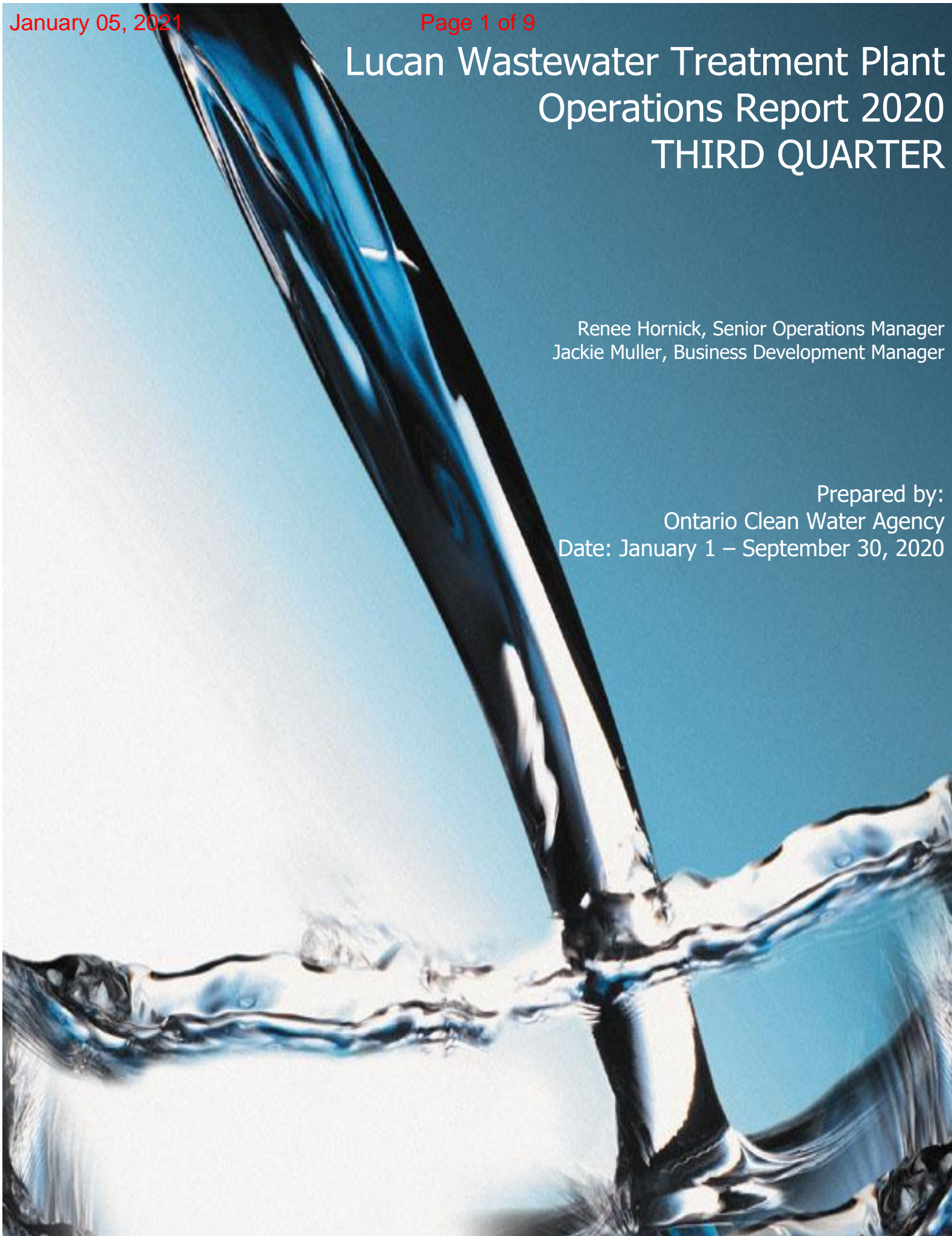
January 05, 2021

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Lucan Wastewater Treatment Plant Operations Report 2020 THIRD QUARTER

Renee Hornick, Senior Operations Manager
Jackie Muller, Business Development Manager

Prepared by:
Ontario Clean Water Agency
Date: January 1 – September 30, 2020



Facility Information

Classification: Class 4 WWT
 Environmental Compliance Approval: 7008-B7CJWY Issued February 11, 2019
 Population Served: 4,700
 Total Design Capacity: 1,700 m³/day

	Design Values	2016 Flow Data	2017 Flow Data	2018 Flow Data	2019 Flow Data	2020 Flow Jan-Sept
Average Daily Flow (m³/d)	1,700	969.13	962.48	1047.10	1113.17	1001.74
% of Average Daily Design Flow	-	57.01	56.62	61.59	65.48	58.93

	Design Flow (m ³ /d)	2020 Average Daily Flow (m ³ /d)	2020 % Capacity	2020 Maximum Daily Flow (m ³ /d)	2020 % Capacity	Number of Days Design Flow Exceeded
January	1,700	1,391.01	81.82	2,615	153.82	7
February	1,700	1,030.93	60.64	1,441	84.76	0
March	1,700	1,320.94	77.70	2,246	132.12	5
April	1,700	1,084.60	63.8	1,917	112.76	2
May	1,700	942.19	55.42	1,828	107.53	1
June	1,700	789.77	46.46	1,131	66.53	0
July	1,700	769.87	45.29	1,065	62.65	0
August	1,700	887.68	55.22	1,736	102.12	1
September	1,700	798.60	46.98	1,529	89.94	0
October	1,700					
November	1,700					
December	1,700					
Annual Average	1,700	1,001.74	58.93			
Maximum Flow				2,615	153.82	
Total Days Design Flow Exceeded						16

Operational Description

The Lucan Sewage System was expanded and upgraded in 1992 to an aeration type process and is located at 6242 Fallon Drive. The plant is rated at an average flow of 1,700 m³/ day.

The system consists of:

- Raw sewage pumping station with five submersible pumps and one standby diesel generator
- Force mains to treatment plant and lagoons
- Extended aeration plant with automatically raked bar screen, grit chamber, aeration basins, secondary clarifiers, return activated sludge system, chemical storage and feeding systems, aerobic digesters, sludge storage system, effluent filtration, ultra violet disinfection system
- Outfall sewer to Heenan Drain
- Standby power diesel generator
- Two cell lagoon system for storing excessive flows

CLIENT CONNECTION MONTHLY CLIENT REPORT**COMPLIANCE SUMMARY****Operating Outside Normal Operating Conditions:**

One clarifier was taken out of service for repair maintenance on Feb. 14, 2020; additional daily sample collections are required for the duration of this repair as per the ECA. The MECP was contacted and approved daily samples during regular business days only for this event; weekend samples not required at this time.

UV Disinfection System Bypass: On May 22, 2020 the UV Disinfection System failed. The Lucan WPCP treatment process was operational; the UV disinfection system was bypassed. Notifications to all required regulators and the MOH were made as required. Equipment provider technicians attempted to troubleshoot issue remotely; remote repairs were not successful. Technicians came on site and repaired the disinfection system; the UV disinfection system bypass event ended on May 27th 2020; approximately 4,140 m³ effluent bypassed the UV disinfection system.

OCCUPATIONAL HEALTH & SAFETY

The COVID-19 Pandemic Issue was corporately brought to the attention of all OCWA staff; precautionary protection measures were implemented at all facilities. In addition to mandatory PPE worn by operational staff the following additional steps were taken to assure safety:

- Additional PPE and supplies were sourced as applicable
- The frequency of facility and vehicle cleaning and surface disinfection was increased
- Staff re-organization was implemented to meet social distancing requirements where applicable
- Facility access to required contractors or delivery personal is closely monitor

There were no additional Health & Safety issues identified to date for this calendar year.

INSPECTIONS

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted to date for this calendar year.

GENERAL MAINTENANCE & PLANT ACTIVITIES**FIRST QUARTER****January**

Throughout the month of January, DataSoft was on-site to work on installing the new computer and working on the SCADA system.

16: Chemtrade delivered alum to the WPCP.

28: OCWA Electrician was on-site at the WPCP to replace some faulty lights on the MCC panel.

31: Nevro was on-site at the WPCP to install the new sludge unloading system for the digesters.

February

Throughout the month of February, DataSoft was on-site to work on installing the new computer and working on the SCADA system.

12: Repairs completed to the effluent disk filter.

14: Operators took down clarifier #2 to do a cleaning and inspection. Operators found that a malfunction with the clarifier caused the chain and baffles (scrapers) that move the sludge in the clarifier was broken. Due to this, as per the instructions of the MECP, the operators will need to take extra final effluent samples until the clarifier is fixed and the process is back to normal operations.

18: OCWA staff were on-site at the WPCP to assist operators with removing the broken components of the clarifier, assessing all the damage and to compile a list of what all needs replaced.

March

Throughout the month of March extra final effluent samples were collected and sent due to clarifier #2 being out of operation.

02 & 25: Abell Pest Control was on-site to install and monitor the bait traps to address the rodent and crow problem.

02: OCWA Electrician was on-site at the WPCP to replace the faulty limit switch for the rag removal rake in the head works building.

SECOND QUARTER

April

07: Clarifier flight hardware installation & preparation for reinstallation of flights.

08: Filled clarifier and began operation.

16: Bartel's onsite for sludge hauling, due to changing weather and field condition

22: Annual facility lifting device inspections were completed.

22: Annual flow meter calibrations were completed.

25: Annual fire extinguisher inspections were completed.

29: Annual wet well clean at pump stations was completed.

May

05: Work on aeration tank sprinkler system, the system plugged with grit at the west end inlet, installed couplings at West and East inlet of water supply to enable easy clean out.

19: Electrician on site to troubleshoot issues with UV system.

20: Backwash Pump for filter unit was removed and taken for re-build.

22: Re-installed backwash pump removed on the 20th.

22: UV B surges causing failure - Trojan contacted for emergency repair but cannot be onsite until May 25.

25: H2flow onsite to troubleshoot UV (ordered parts that were damaged in a power surge.)

25: Total septic onsite offloading Granton RBC sludge into digesters.

27: H2flow back onsite to complete repairs, UV placed back in service.

June

04: Maintenance and repairs on the clarifier and headworks overhead doors.

10: Blower fault # 2 and # 3; fault caused by large storm in area.

17: H2flow onsite to follow up with repairs.

29: Bi-annual generator inspections completed

29: Air conditioner repairs completed.

29: Blower failure; failure related to extreme temperatures.

THIRD QUARTER

July

02: MSR onsite to replace gas probes in the headworks building.

03: Total Septic onsite offloading 57 m³ of sludge from Granton RBC into digesters.

07: Rick Beer onsite completing SCADA work.

08: OCWA staff onsite to assist troubleshooting disc filter #1 operational issues. Pressure cracks were discovered on the disk @ the weld points. Filter #1 was taken out of service; the plant has 2 disc filter units; each disc filter can handle flows up too 1500m³.

10: OCWA staff onsite removing disk completely from the filter

10: Blower Fault; issue resolved, blower reset.

19: Operator onsite to monitor plant and pump stations during 15 hour power outage; set up portable generator at Joseph Street Pump Station. Power was restored to area at 03:00 am 2020/07/20.

22: OCWA staff onsite for replacement & repair of faulty exhaust fan in Blower Room.

23: OCWAS staff onsite to complete Blower Room exhaust repairs; replaced fan and installed new start caps on the fan units.

August

11: Bartels Environmental onsite for Sludge Haulage, Bartels spent two days onsite removing 985m³ of sludge from sludge storage digesters.

11: Shamrock onsite to investigate faulty Air Conditioner, A/C is deemed unfixable and plans to replace a new one are now in progress.

12: Greg Pierce onsite for yearly Backflow Preventer test and verification.

14: Total Septic onsite to offload 87 m³ sludge from Granton RBC.

25: Shamrock onsite for replacement of faulty A/C unit.

26: Re-installed actuator for waste activated sludge.

27: Operator onsite to check plant and stations during an extended power outage; completed generator fuel level and pump station wet well level checks.

September

03: Yard hydrant replaced.

22: Blue Sky Engineering on-site for site tour for plant optimization

28: Replaced faulty belts on grit blowers

29: Installed oxygen sensor monitor in headworks building

ALARMS/CALL-INS

FIRST QUARTER

January

19: Operator on call received multiple alarms from the Joseph Street Pump Station due to a wide spread short duration hydro outage. This location was monitored remotely and all was fine.

SECOND QUARTER

April

13: Power Outage; operator reset blowers, checked alum pumps and confirm clarifier racks are operating.

June

10: Blower fault – both blower #2 and #3 in fault due to power disruption.

29: Blower fault – blower overheating due to extreme temperatures.

THIRD QUARTER

July

10: Blower fault – blower #1 in fault due to power disruption.

19 & 20: Power Outage for approximately 12 hours; operator reset blowers, checked alum pumps, checked generators and confirm clarifier racks are operating.

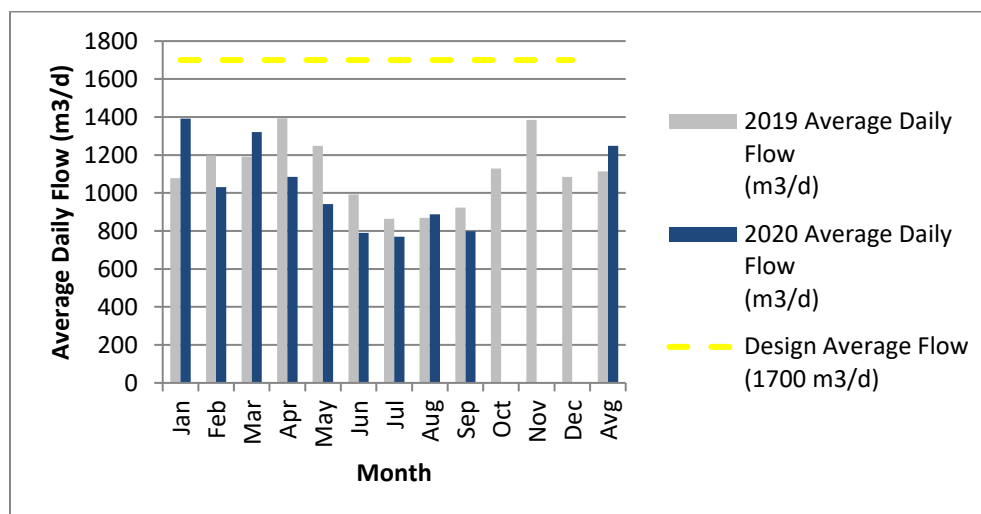
COMPLAINTS & CONCERNS

There were no complaints or concerns identified to date for this calendar year.

PERFORMANCE ASSESSMENT REPORT

The raw sewage average daily flow for January to September of 2020 was 1001.74 m³/d. The average daily flow for 2020 has decreased 4.86 % from January to September average daily flow values recorded in 2019.

Chart 1. Raw Sewage flows in 2020 compared to 2019 flows.



Raw sewage samples are collected on a weekly basis following the ECA requirements. The table below shows the raw sample results for 2020. The ECA does not stipulate raw sewage compliance values.

Raw Sewage sample results for 2020.

	BOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TKN (mg/L)
January	84.25	41	1.705	23.4
February	133.25	42.75	2.55	30.75
March	110.2	71.8	2.798	29.6
April	165	116.5	4.025	43
May	146.5	100.75	3.448	33.5
June	226.8	155.6	4.538	41.28
July	263.75	178	4.21	39.45
August	128.8	64.8	3.308	28.76
September	158	96.5	3.717	38.175
October				
November				
December				

The effluent is sampled on a weekly basis following the requirements of the ECA. The table below summarizes the monthly average results compared against the objectives and limits identified in the ECA. The Total Suspended Solids monthly average objective of 5 mg/L was not met in February (7.2 mg/L), March (8.0 mg/L), April (5.82 mg/L), May (5.5 mg/L), June (5.2 mg/L) and September (5.75 mg/L) of 2020. The E.coli objective of 80 cfu/ 100 ml was not met in the months of May (GMD 89.01 cfu/100 mL) and July (GMD 85.51 cfu/100 mL) of 2020. The pH objective minimum value of 6.5 was not met consistently in March (6.36), May (6.48), June (6.25) and July (6.31) of 2020. Final effluent limits were met consistently from January to September 2020.

Table 2. Average effluent sample results for 2020.

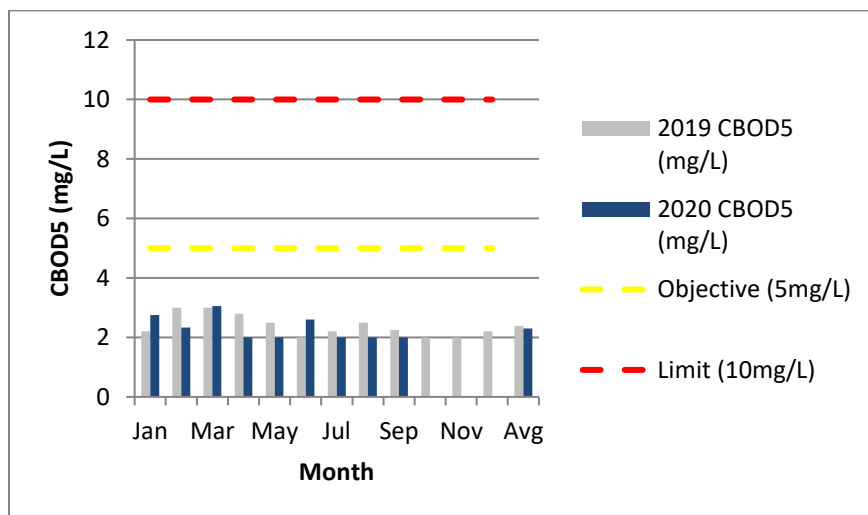
	CBOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TAN (mg/L)	*E. coli (cfu/100mL)	pH	Dissolved Oxygen Min. (mg/L)
January	2.75	2.75	0.178	0.1	18.92	6.54-7.62	7.95
February	2.33	7.2	0.173	0.113	3.76	6.73-7.73	7.81
March	3.05	8	0.155	0.136	2.86	6.36-7.48	7.09
April	< 2.0	5.82	0.155	< 0.1	33.08	6.64-7.9	7.28
May	< 2.0	5.5	0.09	< 0.133	89.01	6.48-7.91	7.69
June	< 2.6	5.2	0.19	0.340	24.13	6.25-7.48	7.23
July	< 2.0	3	0.24	0.75	85.51	6.31-7.41	7.11
August	< 2.0	3.4	0.20	0.12	11.58	7.01-7.71	6.69
September	< 2.0	5.75	0.23	0.125	25.91	7.11-7.95	7.17
October							
November							
December							
Annual Average	< 2.3	5.18	0.181	< 0.212	26.83	NA	NA
Annual Min. / Max. Value						6.25-7.95	7.09
ECA Objective	5	5	0.2	1 / 2	80	6.5-8.5	5.0
ECA Limit	10	10	0.32	1.3 / 2.6	100	6.0-8.5	

Non-freezing months / Freezing months

*Expressed as geometric mean density

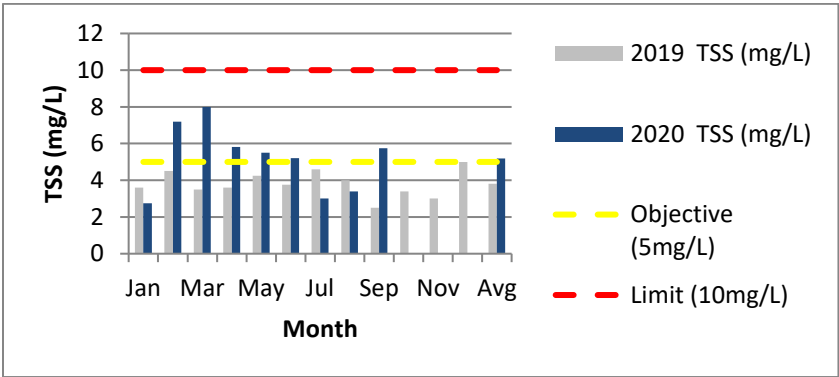
Effluent Carbonaceous Biochemical Oxygen Demand (CBOD5) monthly average values for January to September 2020 met the effluent objective and limit identified in the ECA; see Chart 2 below.

Chart 2. Average Monthly Effluent CBOD5 results for 2020 compared to 2019.



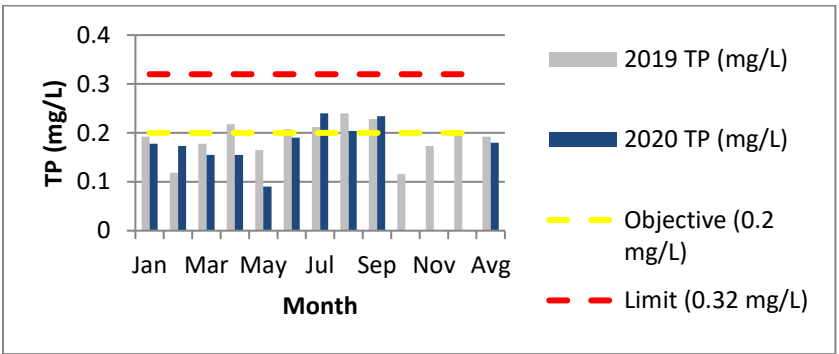
Effluent Total Suspended Solids (TSS) Monthly Average values for January to September 2020 met the effluent limit identified in the ECA. The TSS Monthly Averages for February (7.2 mg/L), March (8.0 mg/L), April (5.82 mg/L), May (5.5 mg/L), June (5.2 mg/L) and September (5.75 mg/L) of 2020 did not meet the effluent objective of 5.0 mg/L identified in the ECA; see Chart 3 below.

Chart 3. Average Monthly Effluent TSS results for 2020 compared to 2019.



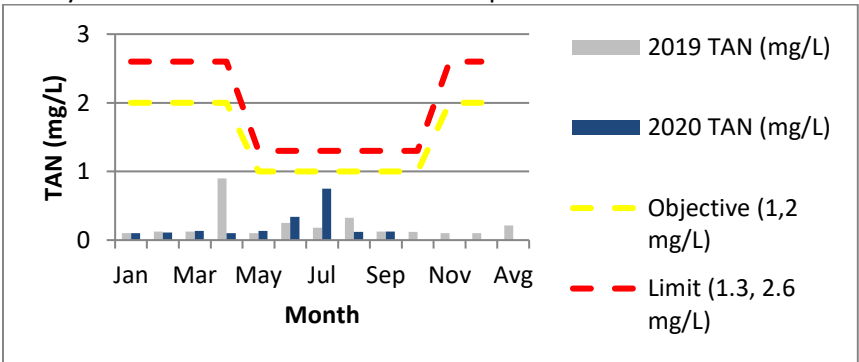
Effluent Total Phosphorus (TP) 2020 monthly averages for the January to September met the effluent limit identified in the ECA. Total Phosphorus design objective of 0.2 mg/L was not met in the months of July (0.24 mg/L) and September (0.23 mg/L); see Chart 4 below.

Chart 4. Average Monthly Effluent TP results for 2020 compared to 2019.



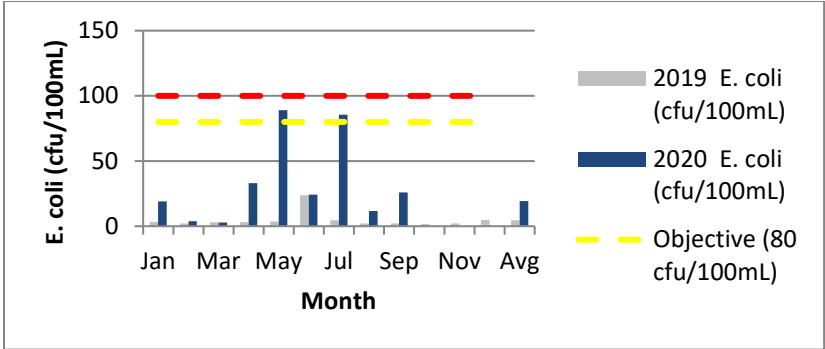
Effluent Total Ammonia Nitrogen (TAN) 2020 monthly average for January to September of 2020 met the objective and limit identified in the ECA; see Chart 5 below.

Chart 5. Average Monthly Effluent TAN results for 2020 compared to 2019.



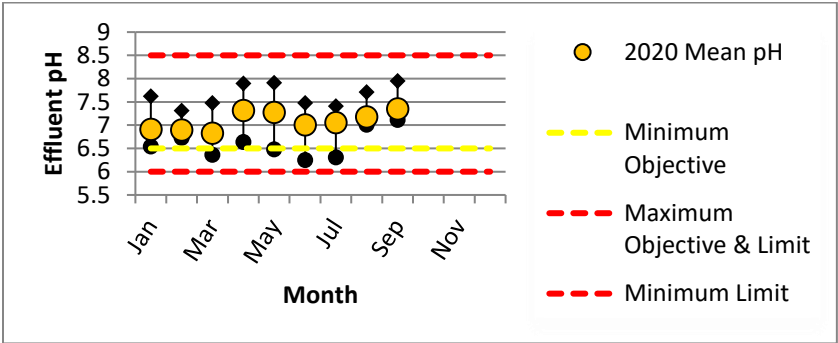
Effluent E. coli 2020 monthly Geometric Mean Density (GMD) for the January to September of 2020 met the limit identified in the ECA. The E.coli monthly GMD did not meet identified objective of 80 in the months of May (GMD 89.01) and July (GMD 85.51); see Chart 6 below.

Chart 6. Effluent E. coli GMD results for 2020 compared to 2019.



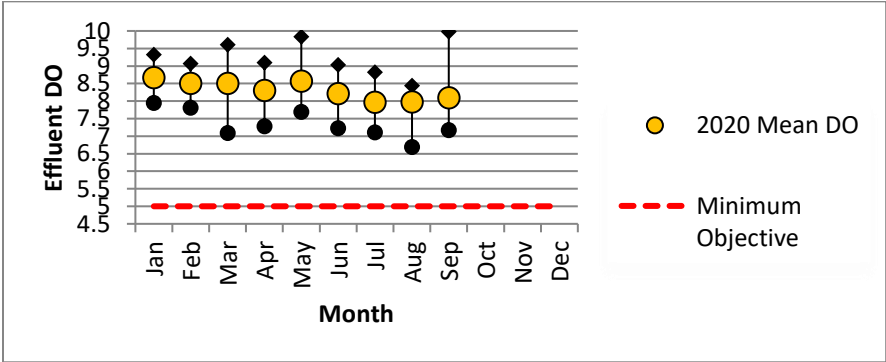
Effluent pH values from 6.25 to 7.95 for the period of January to September 2020; pH values met the limits identified in the ECA. The pH minimum objective value of 6.5 was not met consistently during the months of March (pH minimum 6.36), May (pH minimum 6.48), June (pH minimum 6.25) and July (pH minimum of 6.31) of 2020; see Chart 7 below.

Chart 7. Final Effluent pH results for 2020.



Effluent Dissolved Oxygen (DO) values for January to September 2020 met the objective identified in the ECA. The ECA does not identify a dissolved oxygen limit; see Chart 8 below.

Chart 8. Final Effluent Dissolved Oxygen minimum results for 2020.



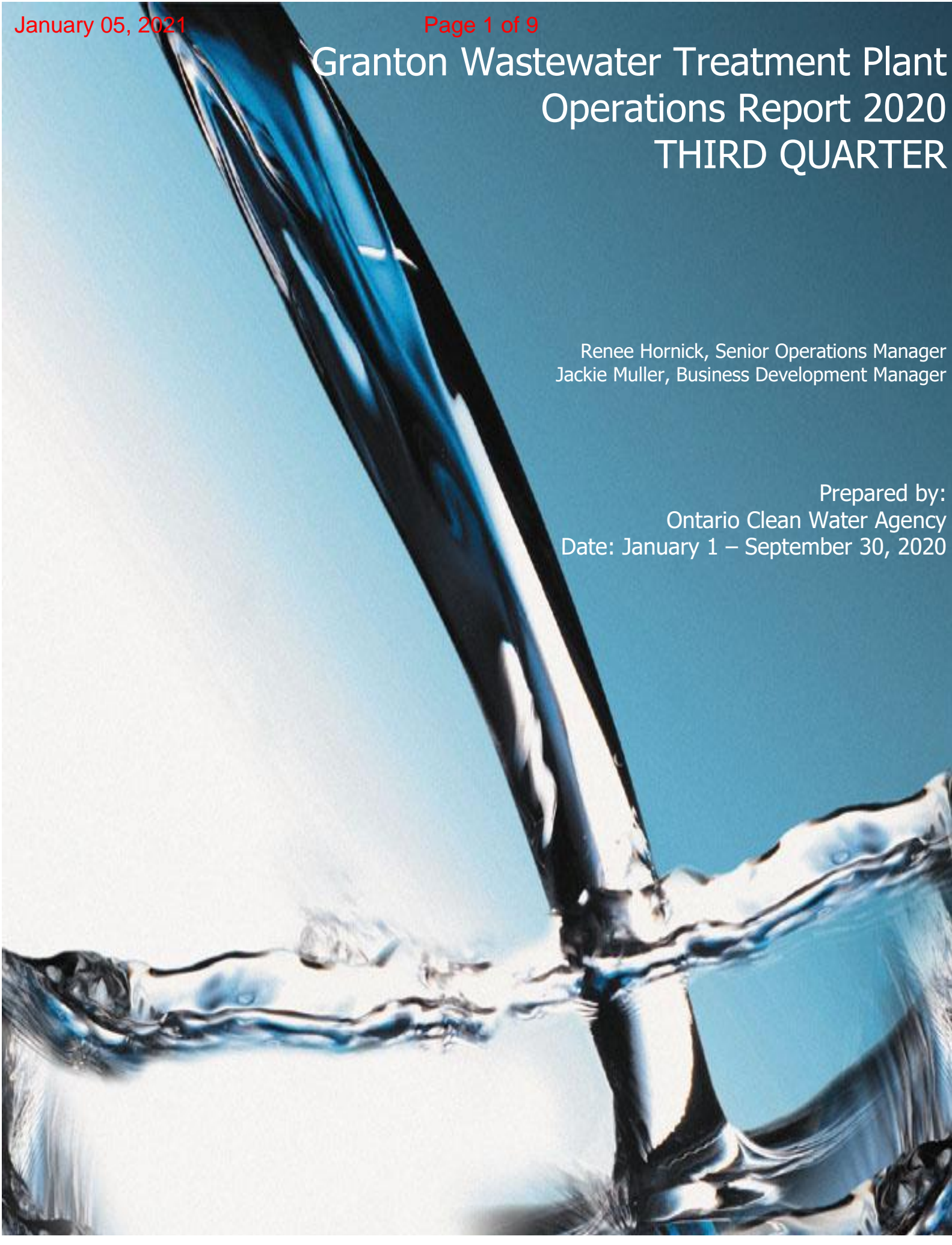
January 05, 2021

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Granton Wastewater Treatment Plant Operations Report 2020 THIRD QUARTER

Renee Hornick, Senior Operations Manager
Jackie Muller, Business Development Manager

Prepared by:
Ontario Clean Water Agency
Date: January 1 – September 30, 2020



Facility Description

Classification:	Class 1 WWT
Environmental Compliance Approval:	2212-AJDKEV Issued March 30, 2017
Population Served:	300
Total Design Capacity:	270 m ³ /day

	Design Values	2016 Flow Data	2017 Flow Data	2018 Flow Data	2019 Flow Data	2020 Flow Jan-Sept
Average Daily Flow (m³/d)	270	96.36	94.35	108.87	116.06	113.7
% of Average Daily Design Flow	-	35.69	34.94	40.32	42.99	42.11

	Design Flow (m ³ /d)	2020 Average Daily Flow (m ³ /d)	2020 % Capacity	2020 Maximum Daily Flow (m ³ /d)	2020 % Capacity	Number of Days Design Flow Exceeded
January	270	183.16	67.84	636	235.56	2
February	270	120.21	45.52	135	50	0
March	270	157.23	58.23	290	107.41	1
April	270	139.53	51.68	242	89.63	0
May	270	134.58	49.84	210	77.78	0
June	270	93.17	34.51	138	51.44	0
July	270	56.1	20.77	111	41.11	0
August	270	70.94	26.27	111	41.11	0
September	270	67.5	25.00	83	30.74	0
October	270					
November	270					
December	270					
Annual Average	270	113.7	42.11			
Maximum Flow				636	235.56	
Total Days Design Flow Exceeded						3

Operational Description

The Granton Sewage System was constructed in 2001 and serves the Police Village of Granton. It is a Rotating Biological Contactor (RBC) type process and is located at Lot 27, Conc. 12, Biddulph Township.

The plant is rated at an average flow of 270 m³/ day.

The system consists of the following:

- Raw sewage pumping station with two submersible pumps and one standby diesel generator
- Force mains to treatment plant
- RBC plant with secondary settlement chamber and ultra violet disinfection system
- Outfall sewer to Cook Drain, a tributary of Medway Creek
- Stand-by power diesel generator rated at 25 kW
- Various related buildings for above processes

CLIENT CONNECTION MONTHLY CLIENT REPORT**COMPLIANCE SUMMARY****FIRST QUARTER**

One (1) non-compliance issue was reported in the first quarter.

Final Effluent Total Suspended Solids Monthly Average Exceeded:

The final effluent Total Suspended Solids (TSS) average monthly concentration at the Granton WWTP exceeded the required limit of 10.0 mg/L in January of 2020; the January 2020 TSS monthly average concentration was 10.8 mg/L. The Total Suspended Solids (TSS) Maximum Average Loading limit of 2.7 kg/day was not exceeded; TSS January average loading was 1.98 kg/day.

During the month of January flows fluctuated drastically due to wet weather events. Average daily flow into the Granton plant during the month of January ranged from less than 125 m³ /day to greater than 600 m³ /day. Operational staff monitored TSS levels in house at an increased frequency and continue to enhance process operations to meet compliance and objective values moving forward.

SECOND QUARTER

No compliance issues were identified for this quarter of 2020.

THIRD QUARTER

No compliance issues were identified for this quarter of 2020.

OCCUPATIONAL HEALTH & SAFETY

The COVID-19 Pandemic Issue was corporately brought to the attention of all OCWA staff; precautionary protection measures were implemented at all facilities. In addition to mandatory PPE worn by operational staff the following additional steps were taken to assure safety:

- Additional PPE and supplies were sourced as applicable
- The frequency of facility and vehicle cleaning and surface disinfection was increased.
- Staff re-organization was implemented to meet social distancing requirements where applicable
- Facility access to required contractors or delivery personal is closely monitor.

There were no additional Health & Safety issues identified to date in 2020.

INSPECTIONS

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted to date in 2020.

GENERAL MAINTENANCE & PLANT ACTIVITIES**FIRST QUARTER****January**

10: Univar delivered three barrels of SAX.

14: Total Septic was onsite to haul 87 m³ of sludge out of the RBC; sludge was off-loaded into the Lucan WPCP digesters.

23: CT Environmental was on site to remove an excessive fat, oil and grease (FOG) build up from the RBC.

30: Operators replaced micro tabs throughout the WWTP and collection system.

31: Staff onsite at the wet well to pull duty pump #2 and replace the worn impeller and wear rings. The pump was reinstalled and tested and in working order.

February

19: Univar delivered three barrels of SAX.

24: Total Septic was onsite to haul 72 m³ of sludge out of the RBC. While Total Septic was on-site, all the channels and the bug media filter area was washed and inspected. All waste removed from the Granton WWTP was off-loaded into the Lucan WPCP digesters.

March

02 & 25: Abell Pest Control was on-site to install and monitor bait traps due to the rodent problem.

03: Operators started to add the SR2 chemical to the RBC area of the WWTP to help with the fat, oil and grease build up on the RBC.

05: Staff replaced bug media filter pump #4 due to operators finding the pump not working. The electrical cord that came with the new pump will need to be extended at a later date.

05: Operators installed a new UPS system in the main control panel at the WWTP; the battery in the previous PLC was dead. The PLC lost its programming and Datasoft was brought in to reinstall the programming. Datasoft is to replace the dead battery in the PLC next week.

06: Operators received a delivery of 800 gallons of PAX.

12: The electrical cord was extended on bug media filter pump #4.

SECOND QUARTER**April**

02: Total Septic onsite to haul sludge due to increasing sludge volume; sludge hauled from the RBC to the Lucan WPCP digester.

03: Abel Pest Control onsite to monitor and refreshed bait stations.

22: Greg Pierce onsite for complete annual flow meter calibrations.

29: CT Environmental onsite for wet well cleaning.

May

25: Total Septic onsite to haul sludge due to increasing sludge volume; sludge hauled from the RBC to the Lucan WPCP digester.

26: MSA onsite troubleshooting failed gas detection system.

27: Kemira onsite for delivery of 800 gallons of PAX chemical.

June

17: H2Flow onsite per UV System preventive maintenance program; checked hours and bulb/sensor condition.

THIRD QUARTER**July**

02: MSA onsite for gas detection unit repairs; unit repaired and now operational.

03: Total Septic onsite; sludge was removed from the RBC unit and off loaded into the Lucan WPCP digester.

08: Rick Beer onsite to investigate communications issues with the Granton Pump Station; issues resolved.

22: Granton Pump Station pump # 2 pulled and removed debris; pump was plugged with gloves & masks

24: OCWA staff onsite for installation of a Raw Screen Overflow Diversion Gate.

August

14: Total septic onsite for sludge removal, 87m³ was removed from RBC and off loaded into the Lucan WPCP digester.

September

13: Total septic onsite for sludge removal, 58 m³ was removed from RBC and off loaded into the Lucan WPCP digester.

21: Installed raw auto sampler

ALARMS/CALL-INS

FIRST QUARTER

January

11: Operator on call received a pump failure alarm from the Granton wet well. Upon arrival onsite an inspection of the wet well was performed and it was determined that pump # 2 was plugged and needed to be pulled. Due to a large amount of rain fall and snow melt both pumps were needed to avoid a backup. Hodgins Septic Services was called in to pump and haul raw septage from the wet well until pump #2 was pulled and freed from the blockage. The pump was pulled, blockage removed and all was back to regular working order at 2:30 pm

19: Operator on call received multiple alarms from the Granton WWTP due to a wide spread short duration hydro outage. This location was monitored remotely and all was fine.

THIRD QUARTER

July

15: Granton SPS pump plugged pump; pump cleaned. Reset pump on SCADA and monitored pump cycle after reset.

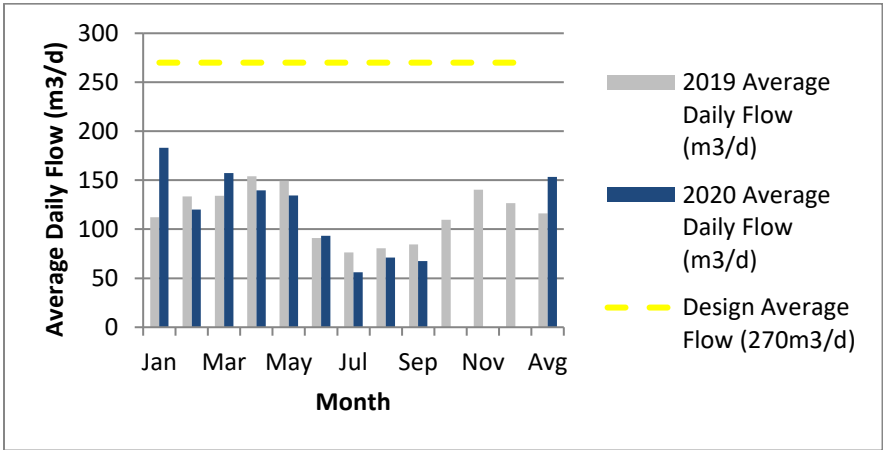
COMPLAINTS & CONCERNS

There were no complaints or concerns reported to date in 2020.

PERFORMANCE ASSESSMENT REPORT

The raw sewage average daily flow for January to September of 2020 was 113.7 m³/d. The average daily flow to date for 2020 has increased 0.38 % from the same period in 2019.

Chart 1. Raw Sewage flows in 2020 compared to 2019 flows.



Raw sewage samples are collected on a monthly basis following the ECA requirements. The table below shows the raw sewage sample results for 2020. The ECA does not stipulate raw sewage compliance values.

Table 1. Raw Sewage sample results for 2020.

	BOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TKN (mg/L)
January	60	46	2.16	24.8
February	124	112	3.34	32.4
March	64	67.67	2.1	22.83
April	84	64	3.13	40.5
May	141	74	3.48	34
June	136	106	3.43	38.7
July	244	827	5.55	16
August	64	52	1.5	14.4
September	346	87	3.93	43.5
October				
November				
December				

The effluent is sampled on a weekly basis following the requirements of the ECA. The table below summarizes the monthly average results compared against the objectives and limits identified in the ECA.

The Total Suspended Solids (TSS) monthly average limit was exceeded in January 2020. The TSS monthly average objective was exceeded in every month to date in 2020.

Operational staff monitored TSS levels in house at an increased frequency and continue to enhance process operations to meet compliance and objective values moving forward.

The pH minimum objective value was exceeded in February, March, April, June and July of 2020; the pH maximum objective value was exceeded in March of 2020. There were no pH limit exceedances to date in 2020.

Table 2. Effluent sample results for 2020.

	CBOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TAN (mg/L)	***E. coli (cfu/100mL)	pH	Dissolved Oxygen Min. (mg/L)
January	< 2.0	10.8	< 0.04	0.4	6.23	6.53-8.06	7.16
February	< 2.0	8.88	< 0.07	0.48	5.45	6.32-8.15	8.23
March	< 2.0	9.4	< 0.05	0.56	2.3	6.21-8.87	8.1
April	< 4.25	9.2	< 0.123	2.35	10.22	6.41-8.12	8.0
May	< 2.0	9.5	0.058	0.35	20.45	6.88-7.97	7.28
June	< 2.0	8.2	0.066	1.32	69.13	6.34-7.63	6.21
July	< 2.0	8.0	0.08	1.58	34.02	6.23-7.68	7.12
August	< 2.4	6.2	< 0.03	0.32	5.39	7.03-7.79	7.40
September	< 2.0	7	0.04	0.425	5.57	7.03-7.88	7.43
October							
November							

December							
Annual Average	< 2.25	8.58	< 0.062	0.864	17.64	6.21-8.87	7.31
ECA Objective	5	5	*0.2 / **0.5	*2 / **4	150	6.5-8.5	5.0
ECA Limit	10	10	*0.3 / **0.8	*3 / **5	200	6.0-9.5	4.0

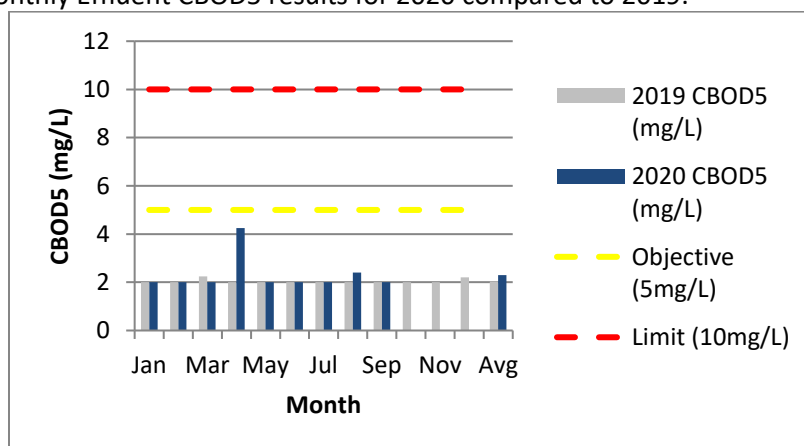
*Non-freezing months

**Freezing months

***Expressed as geometric mean density

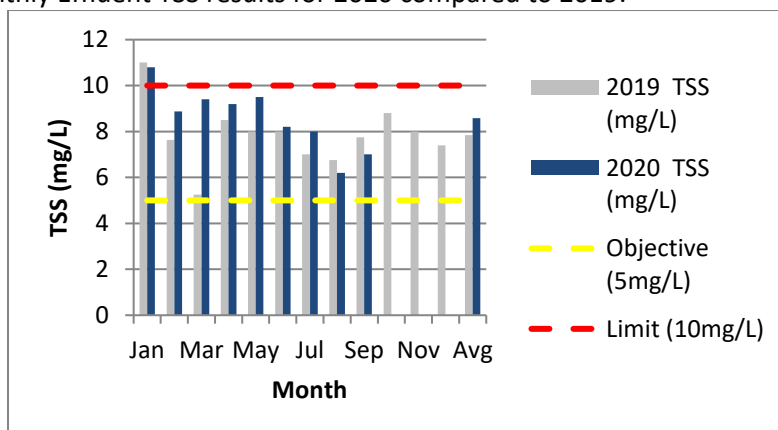
Effluent Carbonaceous Biochemical Oxygen Demand (CBOD5) monthly average for January to September of 2020 was < 2.25 mg/L; all monthly average values met the effluent objective and limit identified in the ECA; see Chart 2 below.

Chart 2. Average Monthly Effluent CBOD5 results for 2020 compared to 2019.



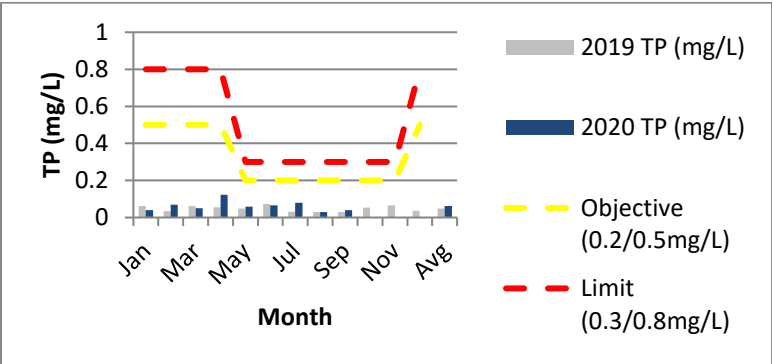
Effluent Total Suspended Solids (TSS) Monthly Average for January was 10.8 mg/L, exceeding the 10 mg/L effluent limit identified in the ECA. The TSS Monthly Averages for February (8.88 mg/L), March (9.4 mg/L), April (9.2 mg/L), May (9.5 mg/L) June (8.2 mg/L), July (8.0 mg/L), August (6.2 mg/L) and September (7.0 mg/L) 2020 exceeded the effluent objective in the ECA; February to September TSS Monthly Averages met effluent limit; see Chart 3 below.

Chart 3. Average Monthly Effluent TSS results for 2020 compared to 2019.



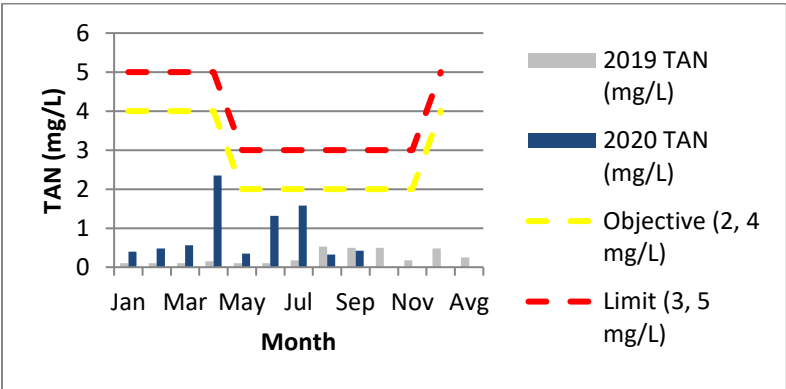
Effluent Total Phosphorus (TP) 2020 monthly averages for January to September of 2020 was < 0.062 mg/L; all monthly average values met the effluent objective and limit identified in the ECA ; see Chart 4 below.

Chart 4. Average Monthly Effluent TP results for 2020 compared to 2019.



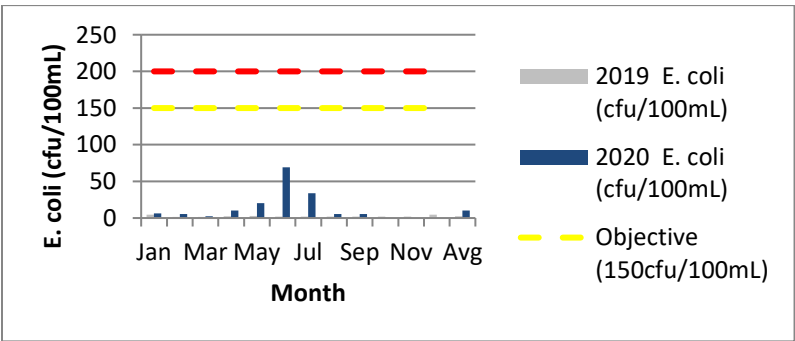
Effluent Total Ammonia Nitrogen (TAN) 2020 monthly average for January to September of 2020 was < 0.864 mg/L; all monthly average values met the effluent objective and limit identified in the ECA ; see Chart 5 below.

Chart 5. Average Monthly Effluent TAN results for 2020 compared to 2019.



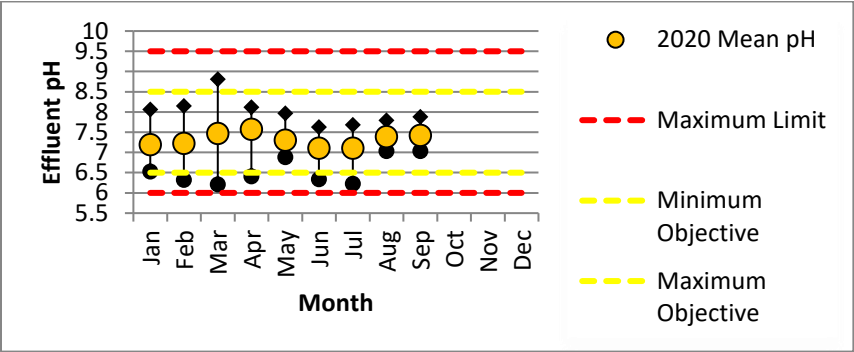
Effluent E. coli 2020 monthly Geometric Mean Density (GMD) for January to September of 2020 was 17.64 cfu/100 mL; all monthly average values met the effluent objective and limit identified in the ECA ; see Chart 6 below.

Chart 6. Effluent E. coli GMD results for 2020 compared to 2019.



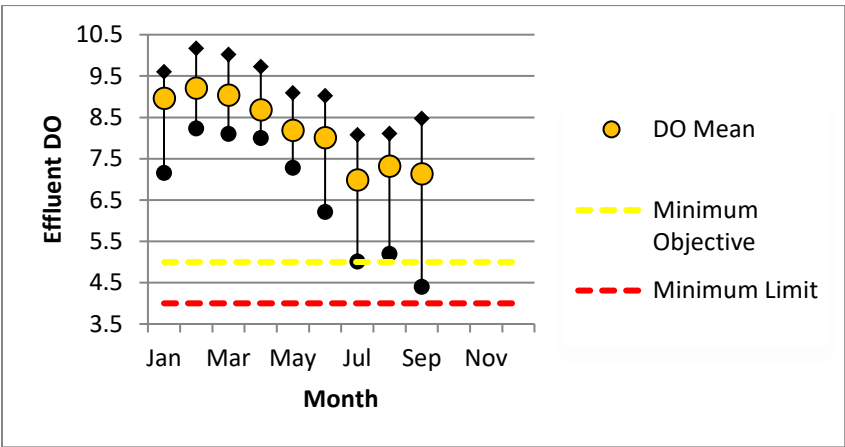
Effluent pH values for January to June of 2020 ranged from 6.21 to 8.87; all values met the limits identified in the ECA ; February (6.32 – 8.15), March (6.21 – 8.81), April (6.41-8.12), June (6.34-7.63) and July (6.23-7.68) pH values did not meet objective values (6.50- 8.50) consistently as identified in the ECA; see Chart 7 below.

Chart 7. Final Effluent pH results for 2020.



Effluent Dissolved Oxygen (DO) values for January to September of 2020 ranged from 4.40 to 10.17; all values met the limit identified in the ECA. The DO objective was not met consistently throughout the month of September; see Chart 8 below.

Chart 8. Final Effluent minimum DO results for 2020.



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, D. Fitzgerald-County Planner

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

a. <u>Member</u>	<u>Item #</u>
Deputy Mayor D. Manders	4

Nature of Conflict

Family member is an employee and position is on the salary grid

Deputy Mayor D. Manders further noted that he declared a pecuniary interest against Motion No. 10 from the December 1, 2020 Council meeting due to a family member being a Township employee.

1/ In-Camera 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 (2)(b) of the Municipal Act in regards to personnel matters about an identifiable individual, including municipal or local board employees with R. Reymer and T. Merner remaining.

CARRIED

2/ Rise from In-Camera Session

Moved by D. Regan

Seconded by P. Mastorakos

Resolved that the Council does now rise out of closed session and Council reconvene its regular meeting at 5:55 p.m.

CARRIED

Staff was given direction regarding a personnel matter.

Announcements

Mayor C. Burghardt-Jesson opened regular council meeting with the following:

As of yesterday, Lucan Biddulph, the County and the City of London we are in the Red Zone. To put it quite bluntly, it sucks. I have heard from a number of residents and businesses who are deeply concerned on a variety of levels at where we are today. I share those concerns, but here we are. So we must continue to be vigilant and adhere to the restrictions.

I would ask at this time, as I have many times over the last months, to consider the mental well-being of neighbours and family members who may experience further isolation and heightened health problems because of how we are living. Holidays, in the best of times, always trigger stresses, on top of a pandemic well, we need to make sure we are looking out for others. Consider calling a neighbour to do a grocery run for them. Pick up an extra coffee and drop it off to a friend. Call someone just to chat. There are many community resources to assist those in crisis. Information and links can be found easily on our website and through many community resources. If we don't look out for each other...who will?

As this will be the last time we meet as council before the holidays, I want to extend to all of you, council, staff and our residents the very best for a blessed and meaningful holiday season. This year more than ever, whatever and however you celebrate take the time to celebrate and reflect

on all that is important all you are blessed to have and to experience. As challenging as this year has been, in some respects, dark, holidays both religious and secular do provide light in the darkness.

So from me to you, Merry Christmas and bring on 2021!

Public Meeting Under Planning Act, R.S.O. 1990, c.P.13

3/ Committee of Adjustment

Moved by A. Westman

Seconded by D. Regan

Resolved that the Council of the Township of Lucan Biddulph adjourn its regular meeting at 6:04 pm in order sit as a Committee of Adjustment under Section 45 of the Planning Act, R.S.O. 1990, as amended.

CARRIED

a) B-15-2020 – 33799 Stonehouse Line (Moray and Joan Watson)

D. Fitzgerald, County Planner reviewed report no. PL-24-2020. He noted the purpose of the application is to sever a farm dwelling from a 102.3 acre farm as deemed surplus by the applicant. He further noted the total acreage requested to be severed is 11.8 acres. D. Fitzgerald further commented on the analysis completed by staff and recommended the application be deferred until such time as the applicant provides proof that a farm consolidation is occurring and that the lands be reduced not to exceed the maximum permissible size of 1.0 hectare as required in the Surplus Dwelling Zone of the Lucan Biddulph Comprehensive Zoning By-law.

The Applicant, Moray Watson provided the following comments:

- a conditional offer for the property has been received and accepted however Mr. Watson will be proceeding with the application for Consent at this time;
- Mr. Watson reviewed the supplemental information that he provided on December 3, 2020 (copy of which is attached in report PL-24-2020);
- Mr. Watson noted his December 3rd submissions are intended to assure Council the application conforms with the County Official Plan, Township Official Plan and Provincial Policy Statement;
- Mr. Watson further noted he disagrees with the Planning the staff analysis and recommendation.

Discussion from the Committee members followed. Councillor A. Westman noted the applicant made some compelling arguments including 5 acres of the property being woodlot which is under protection of the County and would not be of any use for agricultural property and that the ponds on the property serve a purpose for storm water management and keeping water away from the basement of the dwelling. He further noted each consent application should be considered on a case by case situation. Further discussion from the Committee took place regarding how the size of parcel that is permitted for severance from the agricultural land is determined; the impact that a decision of this nature would have on planning decisions going forward; the benefit and option for an easement to address the underground heating source and concern of no identified purchaser for the retained agricultural land.

Comments from the public were received as follows:

Hugh and Krista Dietrich

- Mr. Dietrich noted he is against the request for severance of 11.8 acres
- Mr. Dietrich urged Council to be more restrictive rather than less when it comes to following provincial policy and noted Council should be very cautious when setting a precedent of this nature
- Mrs. Dietrich suggested it would make sense in future to not accept incomplete applications that do not meet minimum requirements
- Mr. Dietrich further noted that new minimum distances are created with each severance.

Henk and Annie van den Berg

- Mrs. Van den Berg advised they own land that is adjacent to the subject farm parcel;
- She noted a lot of farmers have woodlots therefore that should not be taken into consideration;
- Mrs. Van den Berg advised there are other possibilities such as drains to take water away from the house
- Mrs. Van den Berg noted their main concern is having such a big parcel in an

agricultural community and the potential that could impose in the future.

Steve Thomas and Laurie Lucas were called upon however no comments were received.

Mr. Watson provided further comments and noted the Planning Act and Provincial Policy Statement are not about protecting agricultural lands at all costs and the provincial interests are set out in the Planning Act and some conflict with each other. He further noted the A1 and A3 zones permit use for forestry and a surplus farm dwelling zone does not permit forestry use.

D. Fitzgerald further noted the lands are identified as a natural heritage feature and the lands are protected by the County of Middlesex Woodlands Harvest Bylaw which would require a permit in order to harvest forestry.

4/ B-15-2020 33799 Stonehouse Line (Moray and Joan Watson)

Moved by D. Manders

Seconded by D. Regan

*THAT consent application B-15/2020 for a surplus farm dwelling consent submitted by Joan and Moray Watson for lands legally described as Lot 32, Concession 10, in the Township of Lucan Biddulph, County of Middlesex and known municipally as 33799 Stonehouse Line, **BE DEFERRED** to provide an opportunity for the applicant to demonstrate that a farm consolidation is occurring and to limit the area of the proposed severance to the maximum permissible size in Lucan Biddulph's Comprehensive Zoning By-law's Surplus Dwelling Zone; and that the Planner provide a subsequent report for Council/Committee's consideration at a future meeting.*

CARRIED

5/ Public Meeting

Moved by A. Westman

Seconded by D. Manders

Resolved that the Committee does now rise out and move into a Public Meeting at 6:54 pm under Section 34 of the Planning Act, R.S.O. 1990, as amended, to consider the following Zoning By-law Application.

CARRIED

b) 39T-LB2002 and ZBA-10-2020 – Part Lots 27 & 28, Conc. 5, Lucan Biddulph (2219260 Ontario Inc.)

D. Fitzgerald reviewed report no. PL-23-2020. He noted the applicant is proposing a plan of subdivision encompassing parts of two separate blocks of land. The plan of subdivision would include the following:

- 177 building lots for single-detached dwellings (8.3 hectares);
- 1 Block for medium density residential, conceptually designed from 78 units (4.07 hectares);
- An extension of Gilmore Drive across Saintsbury Line
- 4 new roads – listed as Street A, Street B, Street C, and Street D;
- 2 blocks (Block 181, 182) for future road extension considerations;
- 4 blocks (Block 179, 180, 183, 184) representing a 0.3 metre (1 foot) reserve to restrict access to remnant lands outside of the proposed subdivision;
- 1 block (Block 185) for future consideration of an extension of a residential building lot.

The Applicant's agent Melanie Muir and Jason Johnson from Dillon Consulting advised they had nothing further to add but are available to answer any of questions.

Comments from Council members were received as follows:

- Concern of lack of green space offered;
- Concern regarding the comments provided by the Thames Valley District School Board. Councillor D. Regan added that a school helps make a sense of community;
- Current sewer capacity and whether there is enough to service this development. J. Little noted there is currently capacity available however not enough to service the entire development;
- Lack of storm water management ponds and concern for the logistics required to direct the storm water to the regional pond that is owned by the Township on Saintsbury Line;
- Lack of diversification of housing types, i.e. possible affordable housing options, bigger lots and one floor condominiums;
- Potential for design requirements to be incorporated into the development, i.e. spacing, street lighting, architecture;
- Concern for traffic calming measures and ensuring same is incorporated in the

- development;
- Concerns for snow removal in the medium density block;
- Inclusion of more requirements of trees in new developments.

Public comments were received as follows:

Gord, Joanne and Frank Hardy

- Mrs. Hardy noted they agree with all the comments made previously by Council;
- Mrs. Hardy further noted they are concerned with the water management and the impact it could potentially have on adjacent farming parcels;
- Mr. Frank Hardy noted he is concerned with how the water will go from the temporary storm pond to the opposite side of the road and that the current municipal drain is not large enough to handle excess water. J. Little noted it will follow the municipal drain that is currently there and engineering will determine the size and upgrades required to the drain;

Sheila Hodgins

- Mrs. Hodgins noted this development would surround her existing property;
- She noted her biggest concern is with traffic on Saintsbury Line;
- Mrs. Hodgins asked what the development timeline is? Mr. Jason Johnson noted the earliest development would begin is 2024 and the build-out would be based on market demand;
- Mrs. Hodgins noted a lot of seniors are looking for one-floor condominiums which would be suitable for the medium density block as opposed to 2 or 3-storey townhomes.

Pat Ryan

- Mr. Ryan noted he previously submitted written comments;
- Mr. Ryan noted he was pleased with Council's comments and is concerned with the density this development proposes and the loss of small town feel;
- Mr. Ryan noted urban policy design incorporated into this design would be beneficial;
- Mr. Ryan asked about the urbanization plans for Saintsbury Line;
- Mr. Ryan inquired about the process going forward and opportunity for future public review and input. D. Fitzgerald advised this meeting would fulfill the provincial planning requirement for the public meeting however the Township is still open to receiving comments and there will be a follow-up meeting where a report with recommendation will be presented. He further noted given the scale being proposed in this application a 2nd public meeting open house is likely.
- Mr. Ryan further relayed his concerns with esthetics and privacy for the houses that will back onto Saintsbury Line.

D. Fitzgerald noted that because this property is located on a County Road a noise study would form part of draft plan of approval and noise barrier requirements would most likely be required in terms of board fencing. He further noted that from a planning perspective he would rather see front lotting onto Saintsbury line, where the unit faces the street but access is retained through the year of the property which would eliminate the need for individual access onto Saintsbury Line.

Mayor C. Burghardt-Jesson further noted accessibility issues and how minimum standards are changing which will need to be considered with new future sidewalks.

6/ 39T-LB2002 and ZBA-10-2020 – Part Lots 27 & 28, Conc. 5, Lucan Biddulph (2219260 Ontario Inc.)

Moved by D. Manders

Seconded by D. Regan

Resolved that Council accepts planning report no. PL-23-2020 as information.

CARRIED

7/ Adjourn Public Meeting

Moved by D. Manders

Seconded by A. Westman

Resolved that the Council of the Township of Lucan Biddulph adjourn the public meeting at 8:13 p.m. and reconvene its regular meeting to continue with its deliberations.

CARRIED

Mayor C. Burghardt-Jesson announced a 5-minute recess at this time.

Adoption of Minutes

8/ Minutes

Moved by A. Westman

Seconded by D. Regan

That the regular council minutes of December 1, 2020 be approved as circulated.

CARRIED

Business Arising

All items were noted as ongoing.

Correspondence

No questions or comments were received.

9/ Receive Communication Reports

Moved by P. Mastorakos

Seconded by D. Regan

That Items 9 a) 1 through 10 (Correspondence) be received for information.

CARRIED

Committee Reports

CEDC

L. deBoer gave an update on recent events including the Market Street lighting of the lights ceremony, the festive shop local event and campaign which were all well received by the community and businesses.

ABCA and UTRCA

Councillor A. Westman noted both conservation authorities are making their best efforts of informing the province they are against the proposed changes to the Conservation Act.

Parks & Recreation

P. Smith advised that the Parks & Recreation committee met on December 9th and provided a brief update of that meeting. He further noted one member, Mark Nixon has stepped down from the committee and thanked him for his contribution over the years.

Staff Reports

CAO/Clerk

R. Reymer advised that Middlesex-London region moved to red zone recently and encouraged Council, staff and residents to review the Middlesex London Health Unit website for details. He further noted local CAO's met recently and discussed large increases in insurance premiums that some are currently experiencing. R. Reymer further noted the holiday hours for the municipal office and some upcoming events being hosted by the County.

Mayor C. Burghardt-Jesson noted a local update from Middlesex County Warden and CAO will take place on January 14th at 7:00 pm and a round-table discussion meeting will take place on January 21st at 7:00 pm with a special guest scheduled to attend. Both meetings will take place virtually and Council and staff are invited to attend.

T. Merner reviewed report no. CL-11-2020 noting our current bylaw expires December 31, 2020 and staff is recommending an extension until the current state of emergency declared by the Township of Lucan Biddulph is lifted.

Finance

K. Langendyk reviewed report no. FIN-16-2020. She noted Lucan Biddulph has been allotted \$100,000 under for eligible special capital project funds under the COVID-19 Resilience Infrastructure fund and the deadline to apply for same is Monday, December 21st. She further advised staff is recommending Lucan Biddulph consider building a sand/salt storage facility which would be eligible under this stream of funding.

Planning

D. Fitzgerald advised a bylaw is included to implement the zoning amendment applied for by Catharina Malbrecht which was approved by Council earlier this year.

P. Mastorakos asked if the Township should be concerned with any proposed developments by Brock Developments in Lucan given the recent events of an unfortunate accident at a development site in London. D. Fitzgerald advised Lucan does have a proposal from Brock

Developments being considered in Lucan however there are no concerns at this time.

Public Works

J. Little reviewed report no. PW-36-2020. He noted a motion regarding a memorandum of understanding for emergency winter maintenance services is included which will support an arrangement between the County of Middlesex and lower-tiers for should COVID-19 affect the availability of staff for winter maintenance services this coming winter season.

Parks & Recreation

P. Smith reviewed report no. PR-16-2020 regarding potential wetland projects in our community. He noted the ABCA is applying for a \$30,000 grant through the Habitat Stewardship Program and is requesting partnership support from the Township of Lucan Biddulph of \$30,000.00. Discussion took place regarding the Canada Tree Grant recently applied for, where this money would be allocated from in the Budget and staff time availability to contribute to this project. P. Smith advised the \$30,000 would be contributed over 3 years and if successful the Canada Tree Grant would be \$10,000 which could be contributed to this project.

P. Smith provided some additional department updates including the effects of the recent announcement of London-Middlesex moving to the red zone within the provinces COVID-19 Response Framework. He noted Lucan Minor Hockey has decided to continue at this time. He further noted Granton Park Committee has advised they will be contributing \$4,500 to new playground equipment at the Granton Park.

Economic Development

L. deBoer gave a department update including the rural economic development Grant through OMAFRA, Mayor's Honour roll nominations and the Huron Shores transit system which includes a stop in Lucan located near the Lucan Medical Centre and is free for citizens up until January 10, 2020.

Councillor's Comments

Mayor C. Burghardt-Jesson unveiled a donation made to our community from artist, Andy Golay which will hang in the municipal office. She noted he has done murals for our community in the past and is pleased to donate this piece which commemorates the hundredth anniversary of the Battle of the Vimy Ridge on April 12, 1917.

Mayor C. Burghardt-Jesson mentioned a presentation given at County Council recently from Mark Brown on fragmites and how it provided information on how to get rid of fragmites.

Mayor C. Burghardt-Jesson provided information on a recent pilot project between the Lucan Library, County of Middlesex and Canadian Mental Health Association Elgin-Middlesex (CMHA) called MINDS which is geared towards supporting youths in mental health crisis. As part of this project youths in crisis will be able to access a Star taxi services free of charge to take them to the CMHA crisis centre in London.

Motions

11/ Accounts Paid

Moved by A. Westman

Seconded by D. Regan

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

November 2020 \$511,215.91

CARRIED

12/ Changes to Ontario's Conservation Authorities Act

Moved by A. Westman

Seconded by D. Manders

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act;

AND WHEREAS the legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications;

AND WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act;

AND WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking

water;
NOW THEREFORE be it resolved:
THAT the Council of the Township of Lucan Biddulph is in support of the request from local Ontario Conservation Authorities that the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229);
AND THAT the Municipal Clerk and Chief Administrative Officer be directed to submit correspondence to the Ministry of the Environment, Conservation and Parks regarding this request.

CARRIED

13/ Confidential Policy No. 101-20-2021
Moved by D. Regan
Seconded by P. Mastorakos
That the Council of the Township of Lucan Biddulph adopt the following Human Resources policy:
Policy No. 101-20-2021 (Confidential Salary Grid Policy)

CARRIED

14/ ICIP COVID Funding
Moved by D. Manders
Seconded by D. Regan
That the Council of the Township of Lucan Biddulph accepts the Treasurer's recommendation as presented in report no. FIN-16-2020.

CARRIED

15/ Emergency Winter Maintenance Services
Moved by D. Regan
Seconded by P. Mastorakos
WHEREAS

- A. In and around March 2020 a worldwide pandemic regarding the Novel Coronavirus 19 commenced ("COVID-19");
- B. On March 17, 2020, a Declaration of Emergency was made by the Province of Ontario pursuant to section 7.0.1 of the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9 (the "EMCPA") related to COVID-19;
- C. On March 17, 2020, a Declaration of Emergency was made by the County of Middlesex and each of the local municipalities within the geography of the County, being The Corporation of the Township of Adelaide Metcalfe, The Corporation of the Township Of Lucan Biddulph, the Municipality of Middlesex Centre, The Corporation of the Municipality of North Middlesex, The Corporation of the Municipality of Southwest Middlesex, The Corporation of the Municipality of Strathroy Caradoc, The Corporation of the Municipality of Thames Centre, and The Corporation of the Village of Newbury (the "Local Municipalities"), pursuant to section 4(1) of the EMCPA related to COVID-19 (the "Emergency");
- D. The upper-tier municipality, The Corporation of the County of Middlesex (the "County") and the Local Municipalities, due to the nature of the Emergency, wish to assist each other with winter maintenance upon request should the circumstances of the Emergency require it and the appropriate resources exist;
- E. The County and the Local Municipalities acknowledge that jurisdiction over any highway subject to this resolution remains that of the municipality which established the highway by by-law, but that the municipality providing the winter maintenance services is responsible for the services provided; and
- F. Where the term Claims is used in this resolution, "Claims" shall mean any claim, action, allegation, cause of action, loss, expense, costs (including legal costs), fine, penalty, liability, damages, interest, and/or judgment (including but not limited to, costs and expenses incidental thereto).

NOW THEREFORE:

- 1. The above recitals are true and the same are hereby incorporated into this Resolution.
- 2. County Council hereby authorizes each of the Local Municipalities to perform sanding, salting, snowplowing and/or winter patrol operations ("Winter Maintenance Services") on highways under the jurisdiction of the County, should the County Engineer or his or her designate, request such services at any time during the Emergency.
- 3. Township Council does hereby authorize Municipal staff to perform Winter Maintenance Services on highways under the jurisdiction of the county and/or a Local Municipality, at the request of the county and/or the Local Municipality, at any time during the Emergency, if in the opinion of the Public Works Manager, the municipality has sufficient resources to perform such work.
- 4. The municipality requesting Winter Maintenance Services will make best efforts to provide the municipality from which the services are being requested with twelve (12) hours written

- notice (includes e-mail) of the need for the provision of Winter Maintenance Services and for each request to specify, in writing, (a) the highways or portions of highways for which assistance is required; and (b) the length of time for which assistance is required.*
5. *Any Winter Maintenance Services provided by the county or any municipality within the geography of Middlesex County shall be provided for the whole width of the highway and in accordance with all applicable laws, including the "Minimum Maintenance Standards for Municipal Highways" established under Ontario Regulation 239/02 of the Municipal Act 2001, SO 2001, c 25, as amended or replaced, and the Ontario Traffic Manual, as amended or replaced.*
 6. *The county and/or the local municipality requesting assistance shall be responsible for all expenses incurred by the municipality performing the Winter Maintenance Services, save and except for the costs to repair any damage caused to a highway as a result of the Winter Maintenance Services, which shall be borne by the municipality performing the services.*
 7. *The county and/or the local municipality performing the Winter Maintenance Services shall be responsible and liable for Claims attributed to direct damages caused by its provision of Winter Maintenance Services and shall not be responsible, accountable or liable for any indirect, consequential or special damages as a result of performing Winter Maintenance Services.*
 8. *The Municipality does hereby release and agrees to indemnify, defend and save harmless the county and/or other Local Municipalities, their respective Councillors, officers, employees, legal counsel, and agents, from and against any Claims attributed to direct damages caused by its provision of the Winter Maintenance Services. The County shall not be responsible, accountable or liable for any indirect, consequential or special damages as a result of performing Winter Maintenance Services.*
 9. *This resolution comes into effect immediately upon its passing and expires at the earliest of the County repealing its Emergency Declaration of Emergency related to COVID-19 pursuant to section 4(1) of the EMCPA or April 15, 2021.*
 10. *In the event the county and/or a local municipality repeals its respective Declaration of Emergency related to COVID-19 pursuant to section 4(1) of the EMCPA, no Emergency Winter Maintenance Services will be provided to that municipality.*
 11. *Township Council may at any time, by resolution, terminate the authorization contained in this resolution.*

CARRIED

16/ Confirming

Moved by A. Westman

Seconded by D. Manders

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:

- *58-2020 Face Mask By-law*
- *59-2020 Confirming By-law*
- *209-2020 ZBA (Malbrecht)*

CARRIED

17/ Adjournment

Moved by D. Regan

Seconded by P. Mastorakos

Resolved that the Council meeting be adjourned at 9:15 p.m.

CARRIED

MAYOR

CLERK

Business Arising – Minutes of December 15, 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

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



MIN-234-2020-5724

December 16, 2020

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

Dear Mayor Burghardt-Jesson:

From the outset of COVID-19, our government knew that the pandemic was going to put a significant strain on Ontario's municipalities. That is why we are committed to working with all levels of government to ensure municipalities can continue to deliver the critical services Ontarians rely on.

In our negotiations with the federal government, what started as a \$14 billion national proposal was negotiated into the \$19 billion Safe Restart Agreement – securing up to \$4 billion for Ontario's municipalities and transit systems.

In August, our government committed \$695 million in an initial round of allocations under the \$1.39 billion municipal operating stream. Earlier today, I announced that the Ontario government is investing an additional \$695 million under the historic Safe Restart Agreement's municipal operating stream to help our municipal partners manage the financial impacts of COVID-19 and start 2021 in a more secure financial position.

I am pleased to advise that your municipality's allocation is \$25,000. This amount is being provided to help your municipality with 2021 COVID-related operating pressures.

Allocations for 2021 funding for all 444 municipalities are based on the number of households in the municipality and the proportion of COVID-19 cases occurring in the municipality's public health unit. Funding under the municipal operating stream is in addition to funding being provided under the Safe Restart Agreement for municipal transit systems, Social Services Relief Fund and public health.

We know municipalities will continue to feel the impacts of COVID-19 into 2021. Our government is providing this additional support as you develop your 2021 budgets. With this funding, your municipality can continue to deliver the high-quality local services your

residents and business rely on every day and have the confidence you need to proceed with budgeting for planned capital projects in 2021.

We have heard that you require flexible funding and we are delivering. Funding under the municipal operating stream of the Safe Restart Agreement can be used to support your municipality's highest priority COVID-related operating needs. The province expects that any amount of funding not required by your municipality in 2020 will be used to address 2021 pandemic-related operating needs.

As previously communicated, your municipality will be expected to report back to the province in March 2021 with information about your COVID-related operating pressures and use of both funding allocations. This report template will be available via the Transfer Payment Ontario system by late January 2021. Municipalities will also be expected to report back on 2021 operating pressures due to the pandemic at a later date.

I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by December 24, 2020 by email to Municipal.Programs@ontario.ca. Please note that we must receive this acknowledgement before making a payment to your municipality. We expect to begin making payments to municipalities in December 2020 and complete all payments by the end of January 2021.

Municipalities are welcome to contact their municipal advisor or e-mail Municipal.Programs@ontario.ca with any questions.

Thank you once again for your commitment to serving your residents during these challenging times. Our government will continue to stand with our municipal partners because we know that strong communities are the foundation of a strong Ontario – your success is Ontario's success.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c. Municipal Treasurer and Chief Administrative Officer

By signing below, I acknowledge that the allocation of \$25,000 is provided to Township of Lucan Biddulph for the purpose of assisting with COVID-19 operating costs and pressures and that the province expects that any funds not required for this purpose in 2020 will be used to support COVID-19 operating costs and pressures in 2021.

I further acknowledge that Township of Lucan Biddulph is expected to report back to the province on 2020 and 2021 COVID-19 operating costs and pressures and the use of this funding.

Name:

Title:

Signature:

Date:

**COVID-19 Vaccine Distribution
Task Force**

General (Ret'd) Rick Hillier
Chair

25 Grosvenor Street
11th Floor
Toronto ON M7A 1Y6



December 12, 2020

I have been asked by the Premier of Ontario to assist during the COVID-19 crisis to distribute vaccines in an efficient and equitable manner.

This communication is meant to include each of you and your teams in this process. But to do that - you need to be comfortable with the way the Task Force is working and also understand the plan.

That's why this first Situation Report is a little long - it is meant to establish the baseline that we are operating from now, three days before we expect the first vaccines to arrive.

I appreciate that each of you will have a valuable role in this noble effort in which we are engaged. I thank you for your efforts in advance and trust that our continuing flow of information will assist you in the planning and eventual execution of your responsibilities.

Many of you directly involved have received more detailed guidance from specific departments within the Ontario Government. This email is not intended to interfere with that guidance but to ensure that you understand the intent of the senior leadership of the Task Force.

Again, my thanks to each one of you as we reach the fantastic milestone of being ready to deliver vaccines to everyone who wants one in our great province. Good luck to you all - and best wishes for you and your community in these difficult times.

With kind regards,

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

January 05, 2021

COVID-19 Vaccine Distribution Task Force

Page 2 of 6

Ontario's Vaccine Distribution Implementation Plan




December 11, 2020

BACKGROUND

- On **December 7, 2020**, the province announced the **key populations** that will be first to receive the COVID-19 vaccine, namely:
 - **Residents, employees** and **staff**, and **essential caregivers** of congregate living settings that provide care for seniors
 - **Health care workers** (including all those who work in health care settings and those in direct contact with patients)
 - **Adults in First Nations, Métis, and Inuit populations** where infection can have disproportionate consequences, including those living in remote or isolated areas
 - **Adult recipients** of chronic home health care
- On December 9, 2020, **Health Canada granted authorization** with conditions for the use of the Pfizer-BioNTech COVID-19 Vaccine in individuals 16 years of age and older, after an independent and thorough scientific review for safety, effectiveness and quality.
- Health Canada will continue to monitor the safety and efficacy of the vaccine.
- The province has committed to distributing COVID-19 vaccines to priority populations in the **highest risk areas** as soon as shipments are received from federal government suppliers, expected in the coming days.

ONTARIO'S COVID-19 VACCINATION PROGRAM

PHASES

	VACCINE QUANTITY	POPULATION TO BE VACCINATED	DISTRIBUTION SITES
 1	<p>Initial doses will vaccinate over 2,500 people, with additional shipments arriving over the coming weeks</p> <p>90,000 doses of Pfizer-BioNTech and estimated 35,000-85,000 doses of Moderna vaccines (pending approval) are expected in the coming weeks</p> <p>An estimated total of over 2M doses is expected in this phase</p>	<p>Residents, essential caregivers, and staff of congregate care settings for seniors</p> <p>Health care workers</p> <p>Adults in First Nations, Métis, and Inuit populations</p> <p>Adult recipients of chronic home health care</p>	<p>Initially, two pilot sites, followed by selected hospital sites in Grey-Lockdown and Red-Control zones, expanding to approximately 21 hospitals across the province</p> <p>LTC Homes and Retirement Homes as soon as feasible.</p>
 2	<p>Increasing stock of vaccines available.</p>	<p>Expanded for health care workers, long-term care homes, retirement homes, home care patients with chronic conditions and additional First Nation communities and urban Indigenous populations, including Métis and Inuit adults.</p>	<p>Expanded vaccination sites</p>
 3	<p>Vaccines available for every Ontarian who wants to be immunized.</p>	<p>All eligible Ontarians</p>	<p>Widely available across Ontario</p>

DISTRIBUTION, LOGISTICS AND ADMINISTRATION

Phased Distribution Plan

Phase 1 - key milestones

- **Pilot – week of December 14, 2020:**
 - Pfizer-BioNTech doses to vaccinate **over 2,500** health care workers
 - **Two** pilot hospital sites, **University Health Network** and **The Ottawa Hospital**
 - **Recipients:** health care workers from long-term care, hospitals

- **Additional Pfizer-BioNTech doses expected**
 - Expected to receive **90,000 doses** in December 2020 – January 2021
 - **14** selected hospital sites in Grey-Lockdown and Red-Control zones
 - **Recipients:** health care workers in long-term care homes, retirement homes, hospitals, additional congregate settings caring for seniors

DISTRIBUTION, LOGISTICS AND ADMINISTRATION (cont'd)

- **Moderna vaccine doses expected** (pending Health Canada approval):
 - Expected to receive **35,000 – 85,000** doses in December-January (planning estimates)
 - **Expanded vaccinations** to long-term care homes in Grey-Lockdown areas
 - **Recipients:** residents in long-term care homes, retirement homes, hospitals, additional congregate settings caring for seniors

- **Early 2021:**
 - **Expansion** of **up to 21** hospital sites providing the Pfizer-BioNTech vaccine
 - **Recipients:** health care workers, and once forward movement authorized by Pfizer, long-term care home and retirement home residents
 - **Expansion** of the **number of locations** to administer the Moderna vaccine
 - **Recipients:** long-term care homes, retirement homes, public health units, other congregate care settings, remote Indigenous communities

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 325-0408
MCSCS.Feedback@Ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6
Tél. : 416 325-0408
MCSCS.Feedback@Ontario.ca



132-2020-5553

By email

December 24, 2020

Dear Head of Council/Chief Administrative Officer/Municipal Clerk:

As you know, on January 1, 2019, amendments to the *Police Services Act* (PSA) came into force which mandate every municipality in Ontario to prepare and adopt a community safety and well-being (CSWB) plan, working in partnership with police services/boards and various other sectors, including health/mental health, education, community/social services, and children/youth services. As previously communicated, municipalities originally had two years from the in-force date to prepare and adopt their first CSWB plan (i.e., by January 1, 2021).

The government recognizes that the pandemic has created unprecedented challenges for communities across Ontario. Over the past several months, we have heard from municipal partners that resources have been redirected to the pandemic response and, as a result, some have experienced delays in their CSWB planning and engagement processes.

In an effort to support municipal, policing and community partners during the emergency, on April 14, 2020, the government passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which amended the PSA to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans post January 1, 2021. This amendment came into force immediately upon Royal Assent.

I would like to inform you that the new deadline for municipalities to prepare and adopt a CSWB plan is now July 1, 2021. This extension provides municipalities with an additional six months to complete their plans.

This change will ensure municipalities, police services and local service providers can continue to dedicate the necessary capacity and resources to respond to COVID-19, while also providing adequate time to effectively undertake consultations, work collaboratively with multi-sectoral partners, and meet the legislative requirements to develop meaningful and effective CSWB plans.

Community partners continue to underscore the importance and need for this type of holistic planning that addresses crime and complex social issues on a long-term, sustainable basis and improves the safety and well-being of Ontario communities.

Head of Council/Chief Administrative Officer/Municipal Clerk
Page 2

Despite the unforeseen challenges that the pandemic has created, it is encouraging to see municipalities across the province persevere and make significant progress on their CSWB plans through innovative and forward-thinking approaches.

I greatly appreciate your on-going support as we move forward on this modernized approach to CSWB together. Through collaboration, we will continue to build safer and stronger communities in Ontario.

Lastly, if municipalities have any questions about CSWB planning, please direct them to ministry staff, Tiana Biordi, Community Safety Analyst, at Tiana.Biordi@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Jones', with a stylized, cursive script.

Sylvia Jones
Solicitor General

From: OPP News Portal <newsportal@opp.ca>

Sent: Wednesday, December 16, 2020 8:35 AM

Subject: Improving access to Middlesex County mental health crisis support through the Middlesex Crisis Rapid Response Team

FROM/DE: Middlesex OPP

DATE: December 16/2020

Improving access to Middlesex County mental health crisis support through the Middlesex Crisis Rapid Response Team

(MIDDLESEX, ON) - A new partnership between Canadian Mental Health Association (CMHA) Elgin-Middlesex Branch, Middlesex County Ontario Provincial Police (OPP) and the Strathroy-Caradoc Police Service (SCPS) will provide more effective and appropriate responses to mental health and addictions-related crisis calls in rural areas.

This new initiative, known as the Middlesex Crisis Rapid Response Team (MCRRT), has been developed to address a need for mental health, addictions and crisis support in the rural communities of Middlesex County. Mental health and/or addictions-related calls to Middlesex County OPP and the SCPS combined have increased by 63 per cent in the past three years.

Launched last month and supported by provincial government funding, the MCRRT will see two mental health response workers embedded within the Middlesex County OPP and SCPS who accompanies an officer on mental health and addictions-related police calls. Since November 6, the MCRRT has supported 132 contacts experiencing a crisis.

"Often when individuals or families experience a mental health or addiction-related crisis, they call the police as the first response. To better support those in crisis, police services have partnered with CMHA to develop mobile response teams that can provide immediate support to someone in distress," says Beth Mitchell, CEO of CMHA Elgin-Middlesex. "By having a mental health worker on the team, an individual in crisis can be stabilized, and the worker can create a care plan so that the person receives the mental health supports they need. The individual will also avoid entry into an already overburdened hospital emergency department or the justice system."

The mental health response workers will work with uniformed officers from 8:30 a.m. to 4:30 p.m., Monday to Friday. These hours will complement existing community crisis services, including CMHA afterhours support at the Strathroy Middlesex General Hospital, to provide coverage seven days a week combined. In the coming months, the team will reassess hours based on data and determine if hours should be adjusted based on when MCRRT support is needed most.

The MCRRT mental health response workers, in collaboration with police, will:

- Assess, triage, de-escalate and provide resources to individuals in a mental health or addictions-related crisis
- Decrease unnecessary emergency department visits or justice involvement
- Determine appropriate links to community services and supports
- Provide a wellness check 24-48 hours after a crisis occurs
- Improve the experience of individuals and their families
- Ensure every individual living in the rural community has access to high-quality service, whether in Middlesex County or within First Nations communities
- Decrease stigma of individuals living with mental health and/or addictions concerns
- Build and maintain effective partnerships between police services and health care partners

Additionally, the mental health response workers will provide support for front-line police officers and volunteer emergency personnel with coping strategies, along with mental health and addictions education and training.

Detachment Commander Dean Croker of the Middlesex County OPP stated, "The Middlesex County OPP takes great pride in forming strong partnerships within our community and working hard to adapt to the ever changing needs of those we serve. As a result of police related data showing the increasing need within Middlesex County for supports in the area of mental health calls for service, we are proud to have partnered with the Strathroy Caradoc Police Service and the Elgin-Middlesex Canadian Mental Health Association (CMHA) in a collective goal to help those in need. This service will provide access to immediate supports through a compassionate and efficient service and support those in crisis living outside the City of London. This strong partnership between our highly trained and professional OPP front line members and CMHA mental health response workers is another step in supporting those in need and working to build trust with those in crisis. We have heard the needs from our community and will continue to adapt to the ever-changing climate to provide the best and most professional service possible."

"Strathroy-Caradoc Police are excited and proud to launch this initiative with our partners at CMHA Elgin-Middlesex and our OPP colleagues as we enhance community safety and wellness to residents throughout Middlesex County. Together we can improve care and service for individuals living with mental health and/or addictions; we can because we care!"

Individuals who may be experiencing a mental health or addictions crisis can access crisis services in Middlesex County by calling Reach Out 24/7 at 1-866-933-2023, contacting the non-emergent line 1-888-310-1122, or dialing 911.

Canadian Mental Health Association, Elgin-Middlesex (<http://www.cmhamiddlesex.ca/www.cmhaelgin.ca>)

CMHA Elgin-Middlesex provides community-based mental health services, housing supports, outreach and education through many locations across London, St. Thomas, Elgin county, Middlesex county, Strathroy, Exeter and Goderich. We promote mental wellness through responsive and innovative services and empower individuals on their recovery journey.

Middlesex County Ontario Provincial Police (OPP)

The Middlesex County Ontario Provincial Police (OPP) services a large rural area surrounding both the City of London and the Municipality of Strathroy Caradoc. The Middlesex OPP has a proud history and strong partnership with our three First Nations communities including the Oneida First Nation, Munsee-Delaware First Nation and the Chippewas of the Thames First Nation. We service two major highways including HWY 401 and HWY 402 and both are proven to be an integral thoroughfares for heavy commercial and commuter traffic, with access to two major border crossings. The Middlesex OPP consists of four OPP detachments and five Community Policing Offices (CPO) located within the London, Lucan, Strathroy and Glencoe community. The members of the Middlesex County OPP are proud to serve the communities we call home. Our members work hard every day to form strong partnerships within our community and to build relationships with our community partners and organizations to provide the communities we serve with the best service possible.

Strathroy-Caradoc Police

The Strathroy-Caradoc Police provides policing service to the Municipality of Strathroy-Caradoc; enacted in 1872, the Service has a staff complement of 50 members that includes uniform and civilian members. Our motto of "community commitment" clearly identifies our passion and focus to work with and for our community; providing the best service that they deserve.

To schedule an interview, please contact:

Kate Clarysse

Communications Coordinator
CMHA Elgin-Middlesex
(519) 668-0624 x427 or (519) 282-1562
communications@cmhamiddlesex.ca

PC Kevin Howe
Middlesex OPP Media Relations Officer
(519) 681-0300

Constable Mark Thuss
Strathroy-Caradoc Police Service
(519) 245-1250 (Ext. 227)
mthuss@scps.on.ca

Contact: Provincial Constable Kevin Howe
Middlesex County O.P.P
Community Services and Media Relations
kevin.howe@opp.ca

Phone: (519)-681-0300

opp.ca

TWITTER: @OPP_WR

FACEBOOK: @OPPWest

A new media release has been made by the OPP for Middlesex County. The release content is below. If you wish to unsubscribe from these alerts, log into the [OPP News Release Portal](#) and select "Manage Account".

Power from a new nuclear reactor would cost two to five times more than power from solar and wind

No images? [Click here](#)



A New GTA Nuclear Reactor vs Wind and Solar

Ontario Power Generation is planning to build a new nuclear reactor in the Greater Toronto Area (GTA) despite the fact that the forecast cost of power from such a reactor would be two to five times higher than the cost of power from wind and solar energy.



The proposed new GTA nuclear reactor would produce highly toxic radioactive waste that would remain dangerous for hundreds of thousands of years. Despite decades of searching, Canada has still not even identified a location for a long-term high-level waste storage site. In the interim, the proposed reactor’s wastes would have to be stored in the GTA, at the Darlington Nuclear Station site on the shore of Lake Ontario.

OPG's plan is to use technology that is currently still at the "concept" stage and for which there is no working prototype. This means there are a tremendous number of unknowns about the safety and reliability of this still largely theoretical technology.

Meanwhile, the International Energy Agency projects that readily available [renewable technology will account for 95% of the growth](#) in global power capacity over the next five years. Why would we spend money on unproven, higher-cost nuclear technology when we have safer and less costly solutions at our fingertips?

Since the wind doesn't always blow and the sun doesn't always shine, wind and solar must be combined with a storage system if they are to displace nuclear generation during every hour of the year.

According to an MIT study, [Quebec's hydro-electric reservoirs are the lowest cost storage system for wind and solar energy](#). By integrating our wind and solar generation with Hydro Quebec's reservoirs, Ontario can convert its intermittent wind and solar into a firm 24/7 source of baseload electricity supply.

It doesn't make sense to build a new nuclear reactor in the GTA when wind and solar energy can keep our lights on at less than half the cost without producing toxic radioactive wastes.

To learn more please click here to read our new fact sheet: [A New GTA Nuclear Reactor vs. Wind and Solar](#).

What you can do

[Please click here to tell our political leaders that you want Ontario to invest in wind and solar energy](#), not a new GTA nuclear reactor. It's time to lower our energy bills by going green.

Tell our leaders to invest in solar and wind, not new reactors

Thank you!

Angela Bischoff, Director



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

December 14, 2020

Honourable Steve Clark
Office of the Minister
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Honourable Clark:

There have been numerous announcements of available grants for municipalities. We acknowledge and are very appreciative of the opportunity to apply for these grants. For small municipalities with few employees, the turn around time for applications is very short and restrictive.

We would like to request that the application deadline on any further grants have a longer turn around time.

A copy of Resolution 2020-257 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth", is written over a large, stylized circular flourish.

Barbara Knauth
Deputy Clerk Treasurer

Cc: Association of Municipalities of Ontario (A.M.O.)
Federation of Northern Ontario Municipalities (F.O.N.O.M.)
All Municipalities in Ontario



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: November 25, 2020

RESOLUTION #: 2020-257

Moved by:

N. S. A. Costello

Seconded by:

Guy Dubé

WHEREAS we have been getting numerous announcements of available grants; and

WHEREAS we are very appreciative of the opportunity to apply for these grants; however, the turn around time for applications is very short and restrictive for small municipalities with few employees;

NOW THEREFORE we, the Corporation of the Township of Matachewan, send a letter to the Hon. Steve Clarke, Minister of Municipal Affairs and Housing acknowledging the appreciation of the grants but requesting that the application deadline on any further grants have a longer turn around time; and

FURTHER THAT a copy of this resolution be forwarded to A.M.O., F.O.N.O.M. and all municipalities in Ontario.

	COUNCILLOR	YEA	NAY	PID
CARRIED	✓ Ms. A. Commando-Dubé Mayor			
AMENDED	Mr. N. Costello Mayor			
DEFEATED	Mr. G. Dubé Councillor			
TABLED	Ms. S. Ruck Councillor			
	Mr. A. Durand Councillor			

Certified to be a true
copy of the original.

[Signature]

Anne Commando-Dubé

Anne Commando-Dubé
Mayor

Janet Gore

Janet Gore
Clerk

Corporation of the Town of Carleton Place

175 Bridge Street, Carleton Place, ON, K7C 2V8, Phone: (613) 257-6200 Fax (613) 257-8170



December 14, 2020

The Honourable Ahmed Hussen
Minister of Families, Children and Social Development
48 Rosemount Avenue
Unit B
York, Ontario
M9N 3B3

VIA EMAIL

Dear Honourable Minister:

At the December 8th, 2019 session of The Town of Carleton Place Council, Resolution 1-132-10 was adopted as follows:

WHEREAS the COVID-19 pandemic has negatively impacted childcare options for nearly every family in our community and has profoundly increased the cost to operate safe childcare forcing childcare spaces or centres to close.

AND WHEREAS Ontario has among the highest average childcare fees of any Canadian province and while costs vary regionally for licensed childcare, families are paying between \$9,000 and \$20,000+ per year for each child and these costs continue to rise steadily which makes passing the associated COVID-19 costs to families not possible;

AND WHEREAS a 2012 study identified that in Ontario, public investment in the early years and childcare has a ripple effect in positive economic benefits resulting in an economic output of \$2.27 for every dollar invested in childcare;

AND WHEREAS the economic recovery of Carleton Place, Lanark County and Ontario is dependent on families having access to safe, reliable, and affordable childcare that incorporates early learning principles;

AND WHEREAS we are committed to working with the provincial government and childcare service managers to deliver positive and affordable options for our families;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town of Carleton Place request the Government of Ontario:
 - a. prioritize children and childcare as part of its overall post pandemic recovery plan;



- b. develop, adequately fund and release publicly a comprehensive plan that can support facilities through the provision of licensed childcare and early learning education; and
 - c. provide increased funding to childcare providers reflective of COVID-19 operating cost increases to ensure a safe reopening and long-term sustainability for the sector; and
2. this resolution be circulated to all municipalities in Ontario, Randy Hillier MPP, Scott Reid, MP, the Federal Minister of Families, Children and Social Development and the provincial Minister of Education.

CARRIED

We look forward to hearing back from you with respect to any opportunities for funding to ensure the long-term sustainability of the childcare services sector.

Sincerely,

Stacey Blair

Town Clerk

sblair@carletonplace.ca

- cc. Federal Minister of Families, Children and Social Development
Provincial Minister of Education
MP Scott Reid
MPP Randy Hillier
All municipalities within the Province of Ontario



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at it's November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill
Seconded by Councillor Vink

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Municipality of Southwest Middlesex Resolution #2020-274

Carried

Sincerely.



Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

December 21, 2020

TO:
The Honourable Doug Ford (premier@ontario.ca)
Premier of Ontario

AND TO:
Minister of Health Hon. Christine Elliott (christine.elliott@pc.ola.org)

Board of Health for the Windsor-Essex County Health Unit
Attention: Lee Anne Damphouse, Executive Assistant to the Medical Officer of Health,
CEO, and Board of Health (ldamphouse@wechu.org)

The Windsor-Essex County Health Unit (wahmed@wechu.org)
Attention: Dr. Wajid Ahmed
Medical Officer of Health, Windsor-Essex County Health Unit

Dear Premier:

RE: Letter of Support for Small Businesses

At its Regular Meeting held on December 14, 2020 Kingsville Council passed the following Resolution:

"704-2020

Moved By Councillor Kimberly DeYong
Seconded By Councillor Larry Patterson

Attention: Premier Doug Ford

WHEREAS the health and safety of Ontarians is the number one priority and health is a state of physical, mental and social well-being, not merely the absence of disease;

AND WHEREAS many businesses rely on the holiday season for their financial strength and whereby these businesses have faced unprecedented difficult times throughout 2020 due to the COVID-19 pandemic restrictions;

AND WHEREAS closing our small local businesses during the holiday season means many will not survive and business owners and their employees will lose their livelihoods;

AND WHEREAS the Town of Kingsville's commercial businesses are predominately made up of small independently owned businesses and closing them will force residents to travel out of town into larger crowds increasing their exposure to COVID-19;

AND WHEREAS our small independent businesses have every reason to keep customers safe and are able to ensure limited capacity, customer contact tracing and disinfecting in-between customers and may be able to offer curb-side and delivery.

NOW THEREFORE BE IT RESOLVED that the Town of Kingsville calls upon the Premier of Ontario, Doug Ford, as well as the Ontario cabinet and Health officials, to protect the health of Ontarians and our small businesses by allowing them to remain open to in-store sales and service with limited capacity and increased safety measures;

AND THAT this resolution be forwarded to: All Ontario municipalities; Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli; Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh Sarkaria; Minister of Health Hon. Christine Elliott; Minister of Finance Hon. Rod Phillips; Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo; MPP Taras Natyshak; the Windsor-Essex County Health Unit Board of Health; and the Windsor-Essex County Health Unit Medical Officer of Health Dr. Wajid Ahmed.

CARRIED"

Yours very truly,



Sandra Kitchen, Deputy Clerk-Council Services
Legislative Services Department
skitchen@kingsville.ca

cc:

Taras Natyshak, MPP - Essex
Email: tnatyshak-qp@ndp.on.ca

Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli
Email vic.fedeli@pc.ola.org

Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh
Sarkaria
Email: prabmeet.sarkaria@pc.ola.org

Minister of Finance Hon. Rod Phillips
Email: rod.phillips@pc.ola.org

Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo
Email: michael.tibolloCO@pc.ola.org

All Ontario Municipalities



December 14, 2020

Sent via email to all Ontario Municipal Clerks

Dear Municipal Clerks,

At its meeting held on December 10, 2020, Dufferin County Council approved the following recommendation from the General Government Services Committee:

WHEREAS previous assessment methodologies for aggregate resource properties valued areas that were used for aggregate resources or gravel pits at industrial land rates on a per acre basis of the total site and such properties were formally classified and taxed as industrial lands;

AND WHEREAS Dufferin County Council supports a fair and equitable assessment system for all aggregate resource properties;

AND WHEREAS the Municipal Property Assessment Corporation determined, with the participation only of the Ontario Stone, Sand and Gravel Association, revised criteria for assessing aggregate resource properties;

AND WHEREAS Dufferin County Council has concerns that the revised criteria does not fairly assess the current value of the aggregate resource properties;

NOW THEREFORE BE IT RESOLVED THAT Dufferin County Council does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties;

AND THAT Dufferin County Council believes there is a need to review the current assessment scheme for aggregate resource properties to address the inequity of property values;

AND THAT Dufferin County Council hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value;



AND THAT Dufferin County Council direct the Clerk to provide a copy of this motion to the Ministers of Finance; Municipal Affairs and Housing; and Natural Resources and Forestry; and to AMO, ROMA, and all Ontario municipalities and local MPP(s).

Regards,

Michelle Dunne
Deputy Clerk

Cc Minister of Finance
 Minister of Municipal Affairs and Housing
 Minister of Natural Resources and Forestry
 AMO
 ROMA
 Kyle Seeback, MP
 Sylvia Jones, MPP



CHRISTINE TARLING

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

christine.tarling@kitchener.ca

TTY: 519-741-2385

December 18, 2020

Monika Turner

Director of Policy

Association of Municipalities of Ontario

200 University Ave., Suite 801

Toronto, Ontario M5H 3C6

Dear Ms. Turner:

This is to advise that City Council, at a meeting held on December 14, 2020, passed the following resolution regarding cannabis retail in Ontario:

“WHEREAS the regulator for private cannabis retail in Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) has the authority to license, regulate and enforce the sale of recreational cannabis in privately run stores in Ontario; and

WHEREAS on January 14, 2019 Kitchener City Council agreed to ‘opt-in’ to the Provincial direction to allow Cannabis Retail to occur in the City of Kitchener; and

WHEREAS the AGCO criteria does not take into consideration radial distance separation from other Licensed Cannabis Stores when considering applications for new Licensed Cannabis Stores; and

WHEREAS the City of Kitchener currently has two open retail locations and 12 active applications for Licensed Cannabis Stores, several within a three block radius; and

WHEREAS Council considers it a matter of public interest to include a 500 metre distance separation from other Licensed Cannabis Stores, as excessive clustering and geographic concentration of cannabis retail outlets may encourage undesirable health outcomes, and over-concentration may cause undesirable impacts on the economic diversity of a retail streetscape including the distortion of lease rates, economic speculation, and the removal of opportunity for other commercial businesses; and

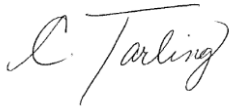
WHEREAS cannabis retail is a new and unproven market, and no studies or precedent exists to determine the number or distribution of stores that

can reasonably be supported by the local economy, and it is therefore prudent to establish the means by which the AGCO, with input from a municipality, can regulate over-concentration as the cannabis retail market evolves;

THEREFORE BE IT RESOLVED THAT Council directs the Mayor, on behalf of Council, to write the Premier of Ontario, the Honourable Rod Phillips, Minister of Finance of Ontario, and the Honourable Doug Downey, Attorney General of Ontario, requesting the Province modify the regulations governing the establishment of cannabis retail stores to consider over-concentration as an evaluation criteria, require a 500 metre distance separation between locations, and provide added weight to the comments of a municipality concerning matters in the public interest when considering the application of new stores; and

BE IT RESOLVED THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario, Federation of Canadian Municipalities, and other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

c: Garth Frizzell, Federation of Canadian Municipalities
 Berry Vrbanovic, Mayor, City of Kitchener
 Helen Fylactou, Manager of Licensing, City of Kitchener
 Ontario Municipalities



December 8, 2020

Via email: admin@ltvca.ca

Mark Peacock, P.Eng
Lower Thames Conservation
100 Thames Street
Chatham ON N7I 2Y8

Re: Resolution Bill 229 and the Conservation Authorities

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on December 7, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Faas, Seconded by Councillor Thompson

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act

WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications

WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act

WHEREAS the changes allow the Minister to make decisions without CA watershed data and expertise

WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs

WHEREAS municipalities believe that the appointment of municipal representatives on CA Boards should be a municipal decision; and the Chair and Vice Chair of the CA Board should be duly elected

WHEREAS the changes to the 'Duty of Members' contradicts the fiduciary duty of a CA board member to represent the best interests of the conservation authority and its responsibility to the watershed

WHEREAS conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative

WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process

AND WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water

THEREFORE BE IT RESOLVED

THAT the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229)

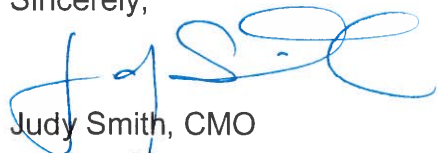
THAT the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth

THAT the Province respect the current conservation authority/municipal relationships

AND THAT the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.

If you have any questions or comments, please contact Judy Smith at judys@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

Honourable Premier of Ontario

Hon. Rod Phillips, Minister of Finance (rod.phillips@pc.ola.org)

Hon. Jeff Yurek, Minister of Environment Conservation and Parks
(jeff.yurek@pc.ola.org)

Hon. John Yakabuski, Minister of Natural Resources and Forestry
(john.yakabuski@pc.ols.org)

Local Members of Provincial Parliament

All Ontario Municipalities



T 705-635-2272
TF 1-877-566-0005
F 705-635-2132

TOWNSHIP OF LAKE OF BAYS
1012 Dwight Beach Rd
Dwight, ON P0A 1H0

December 16, 2020

Via email: llehr@essatownship.on.ca

Township of Essa
Attention: Lisa Lehr, Clerk
5786 County Road 21
Utopia, ON L0M 1T0

Dear Ms. Lehr:

**RE: Correspondence – Bill 229 “Protect, Support and Recover from COVID-19 Act –
Schedule 6 – Conservation Authorities Act”**

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on December 15, 2020, and the following was passed.

“Resolution #7(e)/12/15/20

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the resolution from the Town of Essa requesting support to Amend Bill 229, Protect, Support and Recover from COVID-19 Act under Schedule 6 - Conservation Authorities Act, dated November 19, 2020;

AND FURTHER THAT this resolution be forwarded to the Town of Essa, Premier Doug Ford, the Minister of Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Minister of Natural Resources and Forestry, Minister of Finance, Conservation Ontario, and all Ontario municipalities.

Carried.”

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

Sincerely,

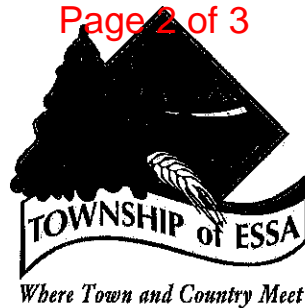
A handwritten signature in black ink, appearing to read 'C. Sykes'.

Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.
CS/cw
Encl.

Copy to:

Hon. Doug Ford, Premier of Ontario
Hon. Jeff Yurek, Minister of Environment, Conservation and Parks
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. John Yakabuski, Minister of Natural Resources and Forestry
Hon. Rod Phillips, Minister of Finance
Conservation Ontario
All Ontario Municipalities

Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



Telephone: (705) 424-9917
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

November 19, 2020

Nottawasaga Valley Conservation Authority
8195 8th Line
Utopia, ON
L0M 1T0

Sent by email

Attention: Doug Hevenor, Chief Administrative Officer NVCA
Keith White, NVCA Board Chair
Marlane McLeod, NVCA Vice Chair

Re: Township of Essa Council Resolution No. CR204-2020
Bill 229 "Protect, Support and Recover from COVID19 Act – Schedule 6 –
Conservation Authorities Act"

Please be advised that at its meeting of November 18, 2020, Council of the Township of Essa received a copy of information in relation to Bill 229 in addition to a verbal report from the NVCA Board Chair on the impacts to Conservation Authorities and the trickle effect to municipalities and citizens in Ontario should the Bill pass

As a result of the discussions, Council of the Township of Essa passed the following Resolution:

Resolution No: CR204-2020 Moved by: White Seconded by: Sander

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act; and

WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act; and

WHEREAS the changes allow the Minister to make decisions without conservation authority watershed data and expertise; and

WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs; and

WHEREAS municipalities believe that the appointment of municipal representatives on Conservation Authority Boards should be a municipal decision, and the Chair and Vice Chair of the Conservation Authority Board should be duly elected; and

WHEREAS the changes to the 'Duty of Members' contradicts the fiduciary duty of a Conservation Authority Board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

WHEREAS conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative; and

WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process; and

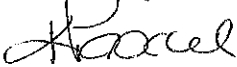
WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water;

NOW THEREFORE BE IT RESOLVED:

- *THAT the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229)*
- *THAT the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth*
- *THAT the Province respect the current conservation authority and municipal relationships; and*
- *THAT the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.*

----Carried----

Sincerely,



per; Lisa Lehr, CMO
Clerk

cc. Conservation Ontario – Kim Gavine, General Manager
Conservation Ontario – Wayne Emmerson, Chair
Honourable Doug Ford, Premier of Ontario
Honourable Rod Phillips, Minister of Finance
Honourable Jeff Yurek, Minister of Environment, Conservation and Parks
Honourable John Yakabuski, Minister of Natural Resources and Forestry
Honourable Steve Clark, Minister of Municipal Affairs and Housing



The Corporation of The Town of Amherstburg

December 22, 2020

Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Flr,
777 Bay St, Toronto, ON M7A 2J3
Sent via email: minister.mecp@ontario.ca

RE: Development Approval Requirements for Landfills – (Bill 197)

At its meeting of December 14, 2020, Council passed the following resolution for your consideration:

“That Administration BE DIRECTED to send correspondence in support of the City of St. Catharines request to amend Bill 197, COVID-19 Economic Recovery Act, 2020 to eliminate the development approval requirement provisions from adjacent municipalities and that the ‘host’ municipality be empowered to render final approval for landfills within their jurisdiction.”

Enclosed is a copy of the City of St. Catharines correspondence for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

CC:

Hon. Premier Doug Ford
Email: premier@ontario.ca

Hon. Steve Clark, Minister of Municipal Affairs,
Email: Housing minister.mah@ontario.ca

Taras Natyshak, MPP, Essex
Email: tnatyshak-qp@ndp.on.ca

Chris Lewis, MP
Email: chris.lewis@parl.gc.ca

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Email: rauger@essex.ca

Jennifer Astrologo, Director of Corporate Services/Clerk - Town of Kingsville
Email: jastrologo@kingsville.ca

Agatha Robertson, Director of Council Services/Clerk - Town of LaSalle
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Email: mbirch@countyofessex.ca

Valerie Critchley, City Clerk – City of Windsor
Email: clerks@citywindsor.ca

Robert Cook
Email: robertcookconsulting@gmail.com

Association of Municipalities of Ontario (AMO)
Email: amo@amo.on.ca

All Ontario Municipalities



October 7, 2020

Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Flr,
777 Bay St, Toronto, ON M7A 2J3

Sent via email: minister.mecp@ontario.ca

**Re: Development Approval Requirements for Landfills - (Bill 197)
Our File 35.2.2**

Honourable and Dear Sir,

At its meeting held on October 5, 2020, St. Catharines City Council approved the following motion:

WHEREAS Schedule 6 of Bill 197, COVID-19 Economic Recovery Act, 2020 considers amendments to the Environmental Assessment Act relating to municipal autonomy and the principle that municipalities can veto a development outside their municipal boundary in an adjacent municipality; and

WHEREAS Bill 197 empowers multiple municipalities to 'veto' development of a landfilling site within a 3.5 km zone inside the boundary of an adjacent municipality; and

WHEREAS Bill 197 establishes a dangerous precedent that could be expanded to other types of development; and

WHEREAS Bill 197 compromises municipal autonomy and the authority of municipal councils to make informed decisions in the best interest of their communities and municipal taxpayers; and

WHEREAS amendments in Schedule 6 could cause conflict in the effective management of landfill sites, put significant pressure on existing landfill capacity, and threaten the economic activity associated with these sites;

THEREFORE BE IT RESOLVED That the City of St. Catharines calls upon the Government of Ontario (Ministry of the Environment, Conservation and Parks (MOECP) to amend Bill 197, COVID-19 Economic Recovery Act, 2020, to eliminate the development approval requirement provisions from adjacent municipalities and that the 'host' municipality be empowered to render final approval for landfills within their jurisdiction; and



BE IT FURTHER RESOLVED that a copy of this motion be forwarded to Premier Doug Ford, Jeff Yurek the Minister of Environment, Conservation and Parks, Steve Clark the Minister of Municipal Affairs and Housing, local MPP's., the Association of Ontario Municipalities (AMO) and Ontario's Big City Mayors (formerly Large Urban Mayors Caucus of Ontario-LUMCO)

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Ontario municipalities with a request for supporting motions to be passed by respective Councils and copies of the supporting motion be forwarded to Premier Doug Ford, Jeff Yurek the Minister of Environment, Conservation and Parks, Steve Clark the Minister of Municipal Affairs and Housing, the local MPP's, the Association of Ontario Municipalities (AMO).

If you have any questions, please contact the Office of the City Clerk at extension 1506.

A handwritten signature in blue ink, appearing to read "Bonnie Nistico-Dunk".

Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:ra

Cc. Hon. Premier Doug Ford premier@ontario.ca
Hon. Steve Clark, Minister of Municipal Affairs, Housing minister.mah@ontario.ca
Jennifer Stevens, MPP - St. Catharines, JStevens-CO@ndp.on.ca
Jeff Burch, MPP - Niagara Centre, JBurch-QP@ndp.on.ca
Wayne Gates, MPP - Niagara Falls, wgates-co@ndp.on.ca
Sam Oosterhoff, MPP - Niagara West-Glanbrook, sam.oosterhoff@pc.ola.org
Association of Municipalities of Ontario amo@amo.on.ca
Chair of Ontario's Big City Mayors, Cam Guthrie mayor@guelph.ca
All Ontario Municipalities (via email)



T 705-635-2272
TF 1-877-566-0005
F 705-635-2132

TOWNSHIP OF LAKE OF BAYS
1012 Dwight Beach Rd
Dwight, ON P0A 1H0

December 16, 2020

Via email: tfowkes@amherstburg.ca

Town of Amherstburg
Attention: Tammy Fowkes, Deputy Clerk
271 Sandwich Street South
Amherstburg, ON N9V 2A5

Dear Ms. Fowkes:

RE: Correspondence – AODA Website Compliance Extension Request

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on December 15, 2020, and the following was passed:

“Resolution #7(a)/12/15/20

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the Resolution received by the Township of Amherstburg regarding Support for the AODA Compliance Extension Request, dated September 21, 2020;

AND FURTHER THAT this resolution be forwarded to the Town of Amherstburg, Minister of Seniors and Accessibility, Premier Doug Ford, AMO, and all municipalities in Ontario.

Carried.”

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carrie Sykes'.

Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.

CS/cw

Encl.

Copy to: Hon. Doug Ford, Premier of Ontario
Hon. Raymond Cho, Minister of Seniors and Accessibility
Association of Municipalities of Ontario
All Ontario Municipalities



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility
College Park 5th Flr, 777 Bay St,
Toronto, ON
M7A 1S5

Re: AODA Website Compliance Extension Request

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- “1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards.”

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Honourable Doug Ford, Premier of Ontario
The Association of Municipalities of Ontario
All Ontario Municipalities



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

December 22, 2020

SENT VIA EMAIL

City of Hamilton
71 Main Street West
Hamilton, ON L8P 4Y5

Attention: Andrea Holland, City Clerk (andrea.holland@hamilton.ca)

**RE: SUPPORT RESOLUTION FROM THE CITY OF HAMILTON, REQUEST FOR
INTERIM CAP ON GAS PLANT AND GREENHOUSE GAS POLLUTION AND
THE DEVELOPMENT AND IMPLEMENTATION OF A PLAN TO PHASE-OUT
GAS-FIRED ELECTRICITY GENERATION**

Please be advised that Council for the Corporation of the Town of Lincoln at its Special Council Meeting held on December 21, 2020, endorsed and passed the following motion in support of City of Hamilton's motion (attached) that was passed on November 11, 2020.

Moved by: Councillor Paul MacPherson; Seconded by: Councillor Dianne Rintjema

THAT Council for the Corporation of the Town of Lincoln support the correspondence item as attached from the City of Hamilton, regarding Request for Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation.

CARRIED

Regards,

Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

cc: Sam Oosterhoff, MPP
Dean Allison, MP
The Honourable Doug Ford, Premier of Ontario

Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P. Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario

November 24, 2020

The Honourable Greg Rickford
Minister of Energy, Northern Development
& Mines and Minister of Indigenous Affairs
Whitney Block, Room 5630
5th Floor, 99 Wellesley St. W.
Toronto, ON M7A 1W1

Dear Minister Rickford:

At its meeting of November 11, 2020, Hamilton City Council approved Item 10 of the General Issues Committee Report 20-018, which reads as follows:

10. Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation (Item 10.2)

WHEREAS, the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040;

WHEREAS, Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly);

WHEREAS, the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plan built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024);

WHEREAS, alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh);

WHEREAS, the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities;

WHEREAS, the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

WHEREAS, a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and,

WHEREAS, our staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs";

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and,
- (b) That a copy of this resolution be sent to the Premier of Ontario, to the local MPP's, to the Region of Waterloo and local area municipalities.

Therefore, there City of Hamilton respectfully requests your consideration of this matter and looks forward to your response.

Sincerely,

Fred Eisenberger
Mayor

Copied: The Honourable Doug Ford, Premier of Ontario
Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario



December 17, 2020

*Everyone at AMO wishes you, your friends and family,
and your community a happy and safe holiday season!*

In This Issue

- AMO office closure during the holidays.
- Provincial survey: Seeking feedback to improve the towing industry.
- Connecting Rural Ontario Conference - Don't miss the Early Bird!
- AMO Launches its 2021 Virtual Annual General Meeting and Conference.
- How to ensure your CFTA compliance in 2021.
- Big purchases in your budget? LAS can help!
- LAS Blog: Year end message.
- ONE Investment fall webinars.
- Investments 101 - Online training.
- Careers with AMO, Durham, OPS and Canada Council for the Arts.

AMO Matters

The AMO Office will be closed from December 25, 2020 to January 1, 2021 and will re-open on January 4, 2021. The next issue of the WatchFile will be on January 7, 2021.

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 Annual Conference is a key moment for municipal and provincial officials to connect on the unique challenges faced by rural municipalities. Don't miss this year's event or the early bird deadline: December 31, 2020.

No need to book a room. AMO 2021 will be a virtual conference building on the success and lessons learned of 2020. Join the City of London as they host this exciting event. Registration opens Friday, December 18.

LAS

Over 385 municipalities participate in one or more LAS programs. The new year

marks a great time to post your Notice of Participation. A simple step to guarantee Canadian Free Trade Agreement (CFTA) compliance when buying through LAS. Have questions? Check out our [website](#) or [contact us](#).

Planning for big purchases in 2021? The [Municipal Group Buying Program](#) saves time and money through the power of cooperative purchasing. We've completed the procurement work for 130+ different vendors, securing bulk discounts on behalf of municipalities across Canada. [Contact us](#) to get started.

2020 has been a year like no other. [Check out the LAS Blog](#) for a message from LAS Director Judy Dezell as she looks back on the challenges and opportunities this year brought.

ONE Investment

ONE has started a [series of webinars](#) to keep our investors updated with the performance and positioning of ONE's Fixed Income and Equity Portfolios in the current market condition and an exclusive webinar developed to illustrate how to calculate and understand performance return on investments.

Learn at your pace from your place [by registering online](#) for the Investments 101 course. The course is developed to educate municipal staff on the fundamentals of investing and discusses options available to municipalities under the [Legal List](#) and [Prudent Investor Standard](#).

Careers

[Policy Intern - AMO](#). Assisting senior advisors and the Director of Policy, the successful candidate will support AMO's policy development process. Please apply in confidence to: careers@amo.on.ca by Friday, December 18, 2020 at 12 noon.

[Manager, Innovation and Research \(Job ID 13762\) - Region of Durham](#). Reports to: Director, Strategic Initiatives in the CAO's Office. To learn more about this opportunity, please visit [Durham Region Job Postings](#) and apply online directly to Job ID#13762 no later than January 4, 2021.

[Policy Advisor \(Ministry of Labour, Training & Skills Development\) - Ontario Public Service](#). Location: Toronto. Additional information: 3 Temporary, duration up to 18 months (with possible extension). Note: The information that you provide for the purpose of this competition and the results from this competition may be used to fill other positions. Please apply online, only, by Friday, January 8, 2021, by visiting [Ontario Public Service Careers](#) and entering Job ID 158007 in the Job ID search field. Please follow the instructions to submit your application.

[Director, Strategic Policy & Planning - Canada Council for the Arts / Directeur ou Directrice, Politiques et planification stratégiques - Conseil des arts du Canada](#). Competition: 140034. Status: Regular Full-time. Division: Strategy, Public

Affairs & Arts Engagement. Location: Ottawa. Closing date: 11:59 p.m., January 15, 2021. Canada Council is partnering with BIPOC Executive Search to ensure an applicant list that includes Black, Indigenous, and People of Colour. Interested candidates should submit their resume to: ukhan@bipocsearch.com.

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](https://twitter.com/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.



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LUCAN BIDDULPH
Parks & Recreation Advisory Committee
Meeting Minutes
Wednesday December 9, 2020 – ZOOM meeting
270 Main St., Lucan

Call to Order: Councilor Daniel Regan called the meeting to order at 6:03pm

- Present: Councilor Daniel Regan, Councilor Peter Mastorakos, Ron Reymer, Todd Bailey, Keith Salter, Colin Haskett, Linda Barr, Wayne Hall, Paul Smith, Abby Vandermuren
- Absent: Mayor Cathy Burghardt-Jesson, Jenny Marrinan, Mark Nixon

Disclosure of Pecuniary Interest & Nature Thereof

1/Adoption of Minutes:

Moved by L. Barr

Seconded by C. Haskett

Resolved that the minutes of the Wednesday December 11th, 2019 meeting be adopted as circulated.

CARRIED

Business arising From the Minutes:

4. A Phase Two Update

P. Smith advised that there is no current update in regards to the renovation or designated funding. P. Smith stated that if funding were to be approved, construction would begin in April of 2021. R. Reymer noted that Council has allocated a monetary value each year to the arena project for future use. C. Haskett posed the question of live streaming for Lucan Minor Hockey games, P. Smith acknowledged that LMH wasn't prepared for that service this year.

4. B Soccer Fields

R. Reymer noted there was a meeting with the Lucan Minor Soccer Association to discuss potential land use options. R. Reymer stated that Council is currently in discussion and negotiation with one landowner and further information will be presented when acceptable.

Delegations & Communications: None

Reports: None

New Business

7.1 Public Health Colour Coded System

P. Smith made note that London Middlesex is currently in the Red zone of the COVID-19 response framework. L. Barr asked if this will affect senior exercise, P. Smith confirmed that this does not but the Grey zone would.

7.2 2020 internal review of Parks and Recreation Master plan

P. Smith has asked PRAC to participate in the internal review of the Parks and Recreation Master plan and regroup with comments during the next PRAC meeting. P. Smith will be sending out a fillable PDF form for each member to make their comments.

7.3 Return to safe programming

P. Smith stated that parent/tot and senior skate is well attended. P. Smith added that Pickleball and senior exercise classes are currently running as well. A. Vandermuren mentioned that the phone call program “Connect the Dots” is ongoing and new members are welcome to join.

7.4 Tennis court/skate park locations and scope

P. Smith asked the committee members to review the Lucan Biddulph owned parks and land to determine the best location to hold the relocation of the tennis court and skate park. It is known that with the expansion these amenities will need to be relocated. This will be further discussed during the next meeting. Councilor P. Mastorakos asked what other activities could take place within the new tennis courts, P. Smith confirmed that outdoor Pickleball courts are popular.

7.5 Heritage diamond ball light replacement

P. Smith met with Lucan/Ildreton Minor Baseball representative and an electrician to gather an estimate for the Heritage baseball diamond lights. K. Salter noted that the Granton lights also need to be readjusted for the 2021 season.

Round Table Discussion

P. Smith discussed the Granton outdoor skating rink plans for the coming season with K. Salter and K. Salter advised that the Granton Parks Committee is again committed to this project. C. Haskett noted it is difficult to contact arena staff when in need and requested that the Parks and Recreation facility operator contact list be posted in the main dressing room hallway. K. Salter raised a question about the AED machines in the arena and P. Smith confirmed that the Lucan arena has three machines and each is accessible to the designated areas of the arena.

Next Meeting: Wednesday, January 6 2021 at 6:00 pm, ZOOM

2/ Adjournment

Motioned by Councilor P. Mastorakos

Seconded by L. Barr

That the meeting be adjourned at 6:47pm

CARRIED

Memo

To: Mayor and Council

From: Ron Reymer, Chief Administrative Officer/Clerk

Subject: Provincial Legislation Updates RE: COVID-19

Date: December 31, 2020

BACKGROUND:

The Province of Ontario has passed legislation putting all of Ontario into the “GREY” mode (Lockdown) for a period of 28 days beginning at 12:01 a.m. Saturday December 26th, 2020.

- *Based on the latest modelling data, COVID-19 cases are expected to continue to grow, with multiple models predicting rates of at least 1,500 cases per day for several weeks under current restrictions. Daily mortality is also increasing*
- *There has been a significant reduction in people staying home, especially when compared to the Spring. Patterns also continue to show trends of people moving across public health unit regions*
- *Escalating case counts have led to increasing hospitalization rates and capacity challenges in many large urban hospitals, which has resulted in new disruptions to scheduled surgeries and procedures*
 - *Hospitalizations have increased by 74% over the past four weeks (leading up to Dec. 21) and the number of COVID-19 patients in ICU is above the 150-person threshold*
 - *Some hospitals have been directed to defer in-person care that is not time-sensitive to ensure surge capacity*
- *Public health and other experts have expressed significant concerns that the current transmission trends, combined with the potential high levels of mobility from social and consumer activity over the holiday period, could overwhelm health care and public health sector capacity in the new year*
- *A province wide shutdown will help interrupt or slow current community transmission, reduce mobility and allow our health care and public health systems that are reaching critical limits and to recover briefly and catch-up*

Source : <https://www.ontario.ca/page/covid-19-provincewide-shutdown>

The Middlesex-London Health Unit (MLHU) reported 100 COVID-19 cases on December 29th, 2020. This number has been steadily increasing over the past month.

Emergency Order Details

The Emergency Order prohibits all indoor organized gatherings and social gatherings except with members of the same household. Individuals living alone and single parents may consider having exclusive, close contact with another household to help reduce the negative impacts of social isolation. The limit for outdoor organized public events and social gatherings is 10 people (must comply with public health advice on physical distancing).

Weddings, funerals and other religious services, rites or ceremonies where physical distancing can be maintained are allowed with a 10 person maximum capacity.

Elementary students can return to in person learning on January 11th, 2021 while secondary students can return to in person learning on January 25th, 2021. On-line learning only will be in place from January 4th – January 8th, 2021 for elementary students and from January 4th – January 22nd, 2021 for secondary students.

Childcare centers will remain open throughout this Province wide shutdown.

As per the Emergency Shutdown Order the following provisions are in place until January 23, 2021 (unless further extended):

- All agricultural and food production activities are allowed to continue as are those businesses that support this sector
- All facilities providing indoor recreational programs are closed
- Bars and restaurants are closed except if the facilities provide takeout food and delivery
- Outdoor recreational facilities i.e. tennis courts, skate parks & playgrounds remain open for use by the general public. Users must be able to maintain two metres physical distance.
- Community Services such as library services (curbside service only), water, sewer, garbage/recycling collection & roads maintenance will remain in operation
- Museums are closed
- Personal care service establishments are closed
- LCBO remains open
- Hardware store can remain open for curbside pick-up or delivery only
- Gas stations remain open
- Convenience stores remain open subject to members of the public being able to maintain two metres physical distance from every other person in the building (50% max capacity)
- Pharmacies can remain open for in-person retail, subject to members of the public being able to maintain two metres physical distance from every other person in the business or facility and the number of persons occupying any room that is open to the public does not exceed 50% capacity of the particular room.
- Curbside pick-up and delivery is permitted for both retailers and pharmacies.
- Construction activities or projects and related services that support construction activities or projects, including demolition services are allowed to continue
- Businesses that supply businesses or places that are permitted to open within Ontario, or that supply businesses or services that have been declared essential in a jurisdiction outside of Ontario, with the support, products, supplies, systems, or services, including processing, packaging, warehousing, distribution, delivery, and maintenance necessary to operate, are permitted to remain open.

Travel Advisory - The Province is instructing residents to stay home to the fullest extent possible with any outside trips limited to essential purposes only. Remote work should happen in **all industries** to the greatest extent possible. Employers should enable and support workers to work remotely and accommodate household needs related to virtual education and dependent care.

Travel outside of your region should be limited to essential only with travel outside of Ontario strongly discouraged. Those who arrive or return to Ontario during the Province wide shutdown should self-isolate for 14 days upon arrival.

Further details on sector specific shutdown regulations can be found on the Ontario Government website <https://www.ontario.ca/page/covid-19-provincewide-shutdown>

At this time, we have not had any employees test positive for Covid-19.

Municipal Office – The municipal office remains open by appointment only. All employees have the ability and the technology to work remotely. We are fortunate in that all office employees have adequate home internet in order to do their work and access all files remotely. All desk phones can be set up to automatically ring through to the employee's cell phone for seamless service. There will be a skeleton staff at the office during regular business hours. At this time any employee who is in the office is required to wear a mask in all common areas (employees can take off their mask when they are in their own office).

Public Works – Public works staff have been instructed to maintain separation to ensure that if one gets sick, the others can still provide vital services such as snow removal and salting/sanding operations during this winter season. Council ratified a County Wide memorandum of understanding at the last meeting of Council in regards to the sharing of public works employees across the County in the case of one department being struck with a Covid-19 outbreak.

Parks & Recreations – With the Lucan Community Memorial Centre effectively closed, at least until January 23rd, 2021 all full time employees will be tasked with maintenance activities during this time. The ice will remain in place (in hopes that after January 23rd indoor recreation activities will resume) however the temperature will be maintained at a minimum to reduce energy consumption but not "lose the ice". This is consistent with what other recreation facilities are doing across the County. If the shutdown continues past this initial 28-day period, we will have to re-examine the situation. All part time employees have been advised that they are not required during this time. During the shutdown our ice plant must have daily monitoring to make sure the system is safe and operational, as well casual ice maintenance must be done periodically to ensure that damage to the ice surface and its integrity does not occur.

The Lucan Community Memorial Centre is Lucan Biddulph's designated emergency evacuation centre so snow removal and maintenance must be kept up at all times. The YMCA daycare will continue to operate during this time as well.

IMPACTS TO BUDGET:

The shutdown will most definitely have a negative impact on the municipal budget in regards to the lack of ice & hall rentals at the Lucan Community Memorial Centre. The most pressing question right now is how long will this lockdown last? Staff will continue to monitor the situation and keep Council apprised of the situation.

RECOMMENDATION:

That Council receive this report for information purposes only.

Ron Reymer

Ronald J. Reymer AMCT
Chief Administrative Officer



Memo

To: Mayor and Council
From: Tina Merner, Deputy Clerk
Report No.: CL-01-2021
Subject: eSCRIBE – Council Agenda Modernization
Date: January 5, 2021

PURPOSE:

The purpose of this report is to provide Council with information on the meeting management software, eSCRIBE and the joint initiative with the County of Middlesex and lower-tier municipalities.

BACKGROUND:

In 2019 the Ontario government announced a grant targeted at Ontario's small and rural municipalities to assist with modernization and improve the way they provide services to their communities. The investment was provided to 405 small and rural municipalities across Ontario to help support the delivery of modern and efficient services. Lucan Biddulph received an allocation of \$453,994.00 under this initiative in 2019 and has allotted funds of this grant to various initiatives.

Recently the County of Middlesex IT department advised that the company that designed our current agenda software program eGenda is no longer supporting the product. Staff have also experienced a number of difficulties with the program in the past year. A group discussion was had between the County of Middlesex, North Middlesex, Southwest Middlesex and Adelaide Metcalfe wherein it was decided that migrating to an off-the-shelf agenda management system would be best from an operational and budgetary standpoint.

DISCUSSION:

A collaborative service delivery review for digital transformation was completed by Perry Group Consulting on behalf of the County of Middlesex and all lower-tier municipalities within. The need for an updated process and system of meeting management for Council/Committee meetings and agenda management has been identified in the top 10 digital transformation projects. eSCRIBE was also the program most recommended. Thames Centre and Middlesex Centre have recently moved towards to this program as well and it is beneficial for staff and Council to maintain consistency by using the same program across the County.

Areas of potential improvement include but are not limited to, report standardization, report review process, agenda creation, minute creation, minute integration, transparent

meeting proceedings, digital voting, remote meetings, website integration, and internal file management.

The County of Middlesex has worked with eSCRIBE to secure a cooperative purchasing agreement to reduce costs between the County and lower-tiers mentioned previously. The County has recommended that each municipality start with the efficiency bundle package which would cost \$4,900 per year plus a one-time set-up fee of \$1,500.00. This package would include everything required to get an eGenda type of product initially. Once staff has had a chance to implement and become familiar with the program there is the option to add other modules such as Report Manager with Workflows at additional costs.

A subscription agreement has been provided by eSCRIBE, a copy of which is attached hereto. This agreement is for a 3-year term based on the annual fee quoted. A termination option is provided however a cancellation fee will be applicable as per section 5(b). Please note Chris Bailey has reviewed the agreement with the County of Middlesex legal department prior to forwarding same on to each municipality.

IMPACT TO BUDGET:

Initial set-up fee of \$1500.00 and \$4,900 annually for a 3-year term. All fees to be covered by the efficiency modernization fund reserve.

STRATEGIC PLAN:

Strategic Direction 1 – Service Enhancement

RECOMMENDATION:

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 this report.

Attachments:

eSCRIBE Subscription agreement

Tina Merner

Tina Merner
Deputy Clerk



Subscription Agreement

This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the ____ day of ____, 2020;

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

Township of Luccan Biddulph ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean all electronic data, including documents, audio and video uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage" refers to the online electronic secure storage of all Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Legacy Data" refers to the ongoing Data Storage of Customer Data from previous Term(s) as set out in Appendix E.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Provincial or Federal privacy legislation.

"Location and Meeting Types" refers to the location and meeting types of the Customer authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.



Subscription Agreement

“Taxes” refers to all present or future sales tax, consumption tax and similar taxes.

“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and provincial laws, municipal by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.



Subscription Agreement

- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in Canada along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favour of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



Subscription Agreement

granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
- v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
- vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
- vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
- viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. The Customer acknowledges that this Agreement is not contingent on the delivery of any future functionality or features of the Services.
- i. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

3. **Fees**



Subscription Agreement

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by five percent (5%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- f. All references to currency are in Canadian Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.



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- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.
- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. Limitation of Liability

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A, or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. Indemnity



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- a. eSCRIBE does hereby fully release, indemnify, hold harmless, and agrees to defend the Customer, its servants, elected officials, agendas, Councillors, officers, employees, legal counsel, and contractors, from and against any suits, investigations, liabilities, judgements, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, losses and costs (including indirect, special, consequential, remote, and economic damages) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or relating to safeguarding the Customer's personal information in a reasonable matter against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification in a manner that either meets or exceeds security safeguards pursuant to Provincial and/or Federal legislation, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.
- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. **"Confidential Information"** means all information disclosed by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**),



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- whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee information and records, as they may be disclosed by either party during the Term of this Agreement.
- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
 - c. All Confidential Information shall remain the sole property of the Disclosing Party.
 - d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
 - e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
 - f. eSCRIBE agrees and acknowledges that the Customer may be subject to Provincial or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f)



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supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services, disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

10. **Insurance**

- a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
 - i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation



Subscription Agreement

Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;

- ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
- iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and
- iv. Errors and omissions liability insurance insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
 - A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defence of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;



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- D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
- E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
- F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.

If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.



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11. Advertising

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. Trademarks

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: municipalities, school boards and government agencies upon execution of an addendum outlining the associated



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Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.

- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.
- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it,



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injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.
- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eSCRIBE Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

Attention:
Clerks Department
Township of Lucan Biddulph



Subscription Agreement

270 Main Street, P.O Box 190
Lucan, ON N0M 2J0

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Township of Lucan Biddulph

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization



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Appendix A – Annual Subscription Fees

Module	License Type	License Fee	Quantity	Cost
Efficiency Bundle	Annual	\$ 4,900	1	\$ 4,900
eSCRIBE Meeting Manager		INCL		
eSCRIBE Participant Access Module		INCL		
eSCRIBE Internet Publishing + Citizen Engagement		INCL		
Forms Authentication		INCL		
Annual Software and Support Fees				\$ 4,900



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Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eSCRIBE's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE's support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.



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Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and



Subscription Agreement

resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.



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Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Professional Services		Service Fee	Quantity	Cost
Setup and Training	One-Time	\$ 1,500	1	\$ 1,500
2 Meeting Types		INCL		
Training - Administrator & Participant sessions		INCL		
Implementation and Training Fees				\$ 1,500



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Appendix D – Authorized Customer Locations and Meeting Types

Authorized Meeting Types

Meeting Type	Name
Main Meeting Body	Council/Board of Trustees
Standing Committees (Standing Committees are established by Council, report directly to Council.)	
Reporting Subcommittees (Sub-Committees are established by Council and report up to an established Standing Committee.)	

Authorized Locations

Name	Address	Authorized Contact



Subscription Agreement

Appendix E – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50



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Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Optional Sections

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.



Subscription Agreement

Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____, 2020, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization

Memo

To: Mayor and Council

From: Lisa deBoer, Economic Development & Communications Officer

Subject: OMAFRA – Rural Economic Development Program (RED)

Report No.: EDC-01-2021

Date: January 5th, 2021

BACKGROUND

The Ministry of Agriculture, Food & Rural Affairs will be accepting applications for their 2021 RED Program with a deadline of February 1st, 2021.

Ontario's Rural Economic Development (RED) program provides cost-share funding to support activities that create strong rural communities in Ontario, and opens doors to rural economic development through:

- funding assistance to address barriers to economic development, better position rural communities to attract and retain jobs and investment, and enhance economic growth
- funding to build community capacity and support for economic development in Ontario's rural communities
- investments in rural communities to help diversify and grow local economies – making economic growth more inclusive so Rural Ontario continues to share in the province's economic prosperity.

There are two funding streams:

Economic Diversification and Competitiveness Stream: up to 50% of eligible project costs to a maximum of \$150,000.

- remove barriers to business and job growth
- attract investment
- attract or retain a skilled workforce
- strengthen sector and regional partnerships
- diversify regional economies in rural Ontario

The majority of costs for projects in this stream will be non-capital. Projects must include implementation-oriented activities beyond strategic plan development (for example, economic development, feasibility, marketing, research or evaluation).

Strategic Economic Infrastructure Stream: up to 30% of eligible project costs to a maximum of \$250,000.

Strategic economic infrastructure projects advance economic development and investment opportunities in Rural Ontario, such as:

- rehabilitation of cultural, heritage or tourism attractions
- redevelopment of vacant or under-used properties
- main street minor capital improvements

DISCUSSION:

In 2020, the Township received a grant of \$8,900 for our Downtown Beautification Project which included a new mural, directional signage and a shamrock art/destination piece. The last two items in the project will be finished up by the end of February. For 2021, staff would like to recommend applying for the 2021 program with the focus being on the revitalization of Market Street Park. This would include incorporating a small bandshell as well as new holiday decorations to continue to improve the use of the park for new events and community gathering all year round while attracting visitors to our municipality. Another option, could be applying for more Downtown Revitalization projects including public art and new market events in the summer, fall and winter.

BUDGET IMPLICATIONS:

At this time, no budget allocation has been given for the RED program application. Staff are recommending the following two options for consideration:

1. Market Street Revitalization – Grant Application of \$25,000 (30% RED/\$7500)
Township Budget Amount = \$17,500 or
2. Downtown Revitalization - Grant Application of \$15,000 (30% RED/\$4500)
Township Budget Amount = \$10,500

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Community Pride and Action Items #30 & #31 regarding Downtown Beautification. Items included in the grant application promotes tourism, downtown beautification as well as promotes a sense of community engagement, pride and belonging.

RECOMMENDATION:

That Council direct L. deBoer to complete an application to the RED Program for Option #1 and that a budget amount be allocated for 2021 of \$17,500.

Lisa deBoer

Lisa deBoer, AMCT
Economic Development & Communications Officer

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

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

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

Bureau du ministre

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



December 15, 2020

Ron Reymer
CAO/Clerk
Township of Lucan-Biddulph
rreymer@lucanbiddulph.on.ca

Dear Mr. Reymer:

I am pleased to announce the next application intake for the Rural Economic Development (RED) program opened on December 11, 2020 and will be available until February 1, 2021. You can find all program information, including how to apply, on my ministry's website at ontario.ca/REDprogram.

In July 2019, we announced the revitalized RED program. Our updates put the focus on outcome-based projects that will have tangible benefits for Ontario's rural and Indigenous communities. The updates to the RED program better align with our government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province.

The program has two project categories:

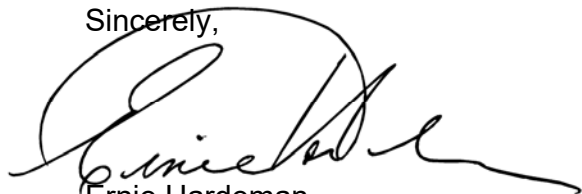
- The **Strategic Economic Infrastructure** stream provides up to 30 per cent in cost-shared funding for minor capital projects that advance economic development and investment opportunities.
- The **Economic Diversification and Competitiveness** stream provides up to 50 per cent in cost-shared funding for projects that remove barriers to business and job growth, attract investment, attract or retain a skilled workforce, strengthen sector and regional partnerships and diversify regional economies.

Our government is committed to supporting economic growth in rural communities and ensuring Ontario is open for business.

.../2

I encourage you to take advantage of this funding opportunity and submit an application for your economic development project. Together, we can ensure Ontario's communities thrive.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Hardeman', with a large, stylized initial 'E'.

Ernie Hardeman

Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

- Practise physical distancing – stay 2 metres away from others in public
- Wash your hands – with soap and water thoroughly and often
- Get the facts - www.ontario.ca/page/covid-19-stop-spread

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

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

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

Bureau du ministre

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



15 décembre 2020

Ron Reymer
Directeur Général-Greffier
Township of Lucan-Biddulph
rreymer@lucanbiddulph.on.ca

Monsieur,

J'ai le plaisir d'annoncer que la nouvelle période de réception des demandes pour le Programme de développement économique des collectivités rurales (DECOR) a commencé le 11 décembre 2020 et continuera jusqu'au 1^{er} février 2021. Tous les renseignements au sujet du programme, dont la marche à suivre pour présenter une demande, se trouvent au site Web de mon ministère, à l'adresse www.ontario.ca/fr/page/programme-de-developpement-economique-des-collectivites-rurales.

Nous avons annoncé, en juillet 2019, la version revitalisée du programme DECOR. Nos mises à jour mettent l'accent sur les projets axés sur les résultats, qui auront des avantages tangibles pour les collectivités rurales et autochtones de l'Ontario. Les mises à jour du programme DECOR sont mieux alignées sur les priorités de notre gouvernement, qui sont d'éliminer les obstacles aux investissements, de favoriser le développement économique rural et de créer de bons emplois dans toute la province.

Le programme comprend deux catégories de projets :

- Le volet **Infrastructure économique stratégique** offre une aide à frais partagés représentant jusqu'à 30 p. 100 du coût des petits projets d'immobilisation qui favorisent le développement économique et ouvrent des possibilités d'investissement.
- Le volet **Diversification économique et compétitivité** offre une aide à frais partagés représentant jusqu'à 50 p. 100 du coût des projets qui éliminent des barrières aux affaires et à la création d'emplois, attirent des investissements ou

maintiennent une main-d'œuvre qualifiée, renforcent le secteur et les partenariats régionaux, et diversifient les économies régionales.

.../2

Notre gouvernement tient à soutenir la croissance économique dans les collectivités et à rendre l'Ontario ouvert aux affaires.

Je vous encourage à profiter de cette possibilité d'aide financière et à présenter une demande pour votre projet de développement économique. Ensemble, nous pouvons assurer la prospérité des collectivités de l'Ontario.

Veuillez agréer, Monsieur, l'expression de mes sentiments les meilleurs.

Le ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,



Ernie Hardeman

Rappels au sujet de la COVID-19

- Exercez la distanciation physique : tenez-vous à au moins deux mètres de distance des autres lorsque vous êtes en public.
- Lavez-vous les mains correctement et souvent, avec de l'eau et du savon.
- Obtenez les faits : <https://www.ontario.ca/fr/page/freinez-la-propagation-de-la-covid-19>.

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 5, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

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

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 5, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

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.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 5, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council authorize Tina Merner to enrol in Unit 4 and Abby Vandermuren to enrol 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.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 5, 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: December 15, 2020

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:

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

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: January 5, 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. 01-2021

BEING A BY-LAW TO PROVIDE FOR INTERIM TAX LEVIES FOR THE YEAR 2021 FOR THE TOWNSHIP OF LUCAN BIDDULPH

WHEREAS Section 317 of the *Municipal Act*, 2001, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Township of Lucan Biddulph deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

AND THAT in accordance with the *Municipal Act* 2001 and the *Assessment Act*, the Treasurer may strike from the roll taxes that by reason of a decision under Section 357, 358 or 359, or of a decision of a judge of any court are uncollectible and/or refund any overpayment received.

THEREFORE the Council of the Township of Lucan Biddulph enacts as follows:

In this by-law the following words shall be defined as:

“Collector” shall mean Treasurer or Deputy Treasurer of the Township of Lucan Biddulph;

“Minister” shall mean the Minister of Finance;

1. The amounts levied shall be as follows:
 - 1.1 For the Residential, Pipeline, Farmland and Managed Forest property classes, there shall be imposed and collected an interim levy of:
 - (a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*, 2001; or,
 - (b) 50%, if no percentage is prescribed,of the total taxes for municipal and school purposes levied in the year 2020.
 - 1.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:
 - (a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*, 2001; or,
 - (b) 50%, if no percentage is prescribed,of the total taxes for municipal and school purposes levied in the year 2020.
 - 1.3 For all property classes, 50% of any other charge added to the roll, greater than one year in length.
2. For the purposes of calculating the total amount of taxes for the year 2020 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2020 because assessment was added to the collector’s roll during 2020, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.
3. The provisions of this by-law apply in the event that assessment is added for the year 2020 to the collector’s roll after the date this by-law is passed and an interim levy shall be imposed and collected.
4. All taxes levied under this by-law shall be payable into the hands of the Collector in accordance with the provision of this by-law.

- 5. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the instalment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2021.
- 6. The interim tax levy imposed by this by-law shall be paid in two instalments due on the 26th day of February of 2021 and the 31st day of May of 2021.
- 7. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law, a notice specifying the amount of taxes payable.
- 8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's roll under Section 340 of the *Municipal Act, 2001*.
- 9. The subsequent levy for the year 2021 to be made under the *Municipal Act, 2001* shall be reduced by the amount to be raised by the levy imposed by this by-law.
- 10. The provisions of Section 317 of the *Municipal Act, 2001*, apply to this by-law with necessary modifications.
- 11. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 5 of this by-law in respect of non-payment or late payment of any taxes or any instalment of taxes.
- 12. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
- 13. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
- 14. This by-law shall come into force and take effect on the day of the final passing thereof.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED on this 5th day of January, 2021.

MAYOR

CLERK

Township of Lucan Biddulph

BY-LAW NO. 02-2021

**Being a by-law authorizing the execution of an
Agreement with eSCRIBE Software Ltd.**

WHEREAS it is considered necessary and desirable to enter into an agreement with eSCRIBE Software Ltd. (and/or its affiliates) for the purpose of meeting and agenda automation which it makes available as services via the internet.

AND WHEREAS the agreement shall be for a term of three (3) years commencing on the 5th day of January, 2021 and terminating on the 5th day of January, 2024.

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 eSCRIBE Software Ltd.
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 5th day of January, 2021.

MAYOR

CLERK

Township of Lucan Biddulph

BY-LAW NO. 03-2021

**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 5, 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 5, 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 5, 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 5, 2021.

MAYOR

CLERK