



LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, MARCH 2, 2021 5:30 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 5:30 P.M. ON MARCH 2, 2021

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

1. **Call to Order**
2. **Disclosure of Pecuniary Interest & Nature Thereof**
The Municipal Conflict of Interest Act requires any member of Council declaring a pecuniary interest and the general nature thereof, where the interest of a member of Council has not been disclosed by reason of the member's absence from the meeting, to disclose the interest at the first open meeting attended by the member of Council and otherwise comply with the Act.
3. **Announcements**
4. **Closed Session (to be postponed until end of meeting)**
(Note: Resolution required for the Council to adjourn its regular meeting in order to conduct a closed session Pursuant to Section 239 (2) (e) of the Municipal Act)
 - a. a proposed or pending acquisition or disposition of land by the municipality or local board;
(Note: Resolution required for the Council to reconvene its regular meeting.)
5. **Delegations, Presentations & Petitions**
 - a) **5:30 p.m.** Kathryn Langendyk, Treasurer – 2021 Draft Budget
[FIN-05-2021 - 2021 Budget Presentation](#)
 - b) **6:30 p.m.** Jeff Little, Public Works Manager – Public Meeting re: Water Rates
[refer to 2021 Budget Presentation](#)
6. **Public Meetings**
(Note: Resolution required for the Council to adjourn its regular meeting to convene a Public meeting under the Planning Act.)
 - a) ZBA-4-5-2021 Removal of Holding (155 and 163 Kent Avenue)

Bryan and Mary Smith, Owner
155 and 163 Kent Avenue
[PL-05-2021 - ZBA-4 and 5-2021 Removal of Holding \(Smith\)](#)

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

7. Adoption of Minutes

[Council Minutes - Feb 16 2021](#)

[Special Meeting Minutes - Feb 23 2021](#)

8. Business Arising From the Minutes

[BA Mar 2 2021](#)

9. Correspondence

a) [AMO 2021 Virtual Conference - Registration Open](#)

b) Balance of Communications:

1. [Canadian Heritage Approval letter \(Celebrate Canada Day\)](#)
2. [Thank you note - Barb Wraith](#)
3. [Thank you Note - Clandeboye Sidewalks](#)
4. [Lake Huron Primary Water Supply System - 2020 Annual Report](#)
5. [BRA February 2021 Notes](#)
6. [UTRCA Weekly - Cover Crop Research in the upper Medway watershed](#)
7. [UTRCA Board of Directors Meeting Minutes - Posted](#)
8. [Resolution - North Middlesex - Rural Education Task Force Support](#)
9. [Resolution - Twp of Archipelago - requested Amendments to the Municipal Elections Act](#)
10. [Resolution - Township of Perry - Community Safety Plan Extension](#)
11. [Resolutions - Closure of the Ontario Fire College - Gravenhurst](#)
12. [Support Resolution - Prioritize Children and Childcare as part Post Pandemic Recovery Plan](#)
13. [Support Resolution - MFIPPA Reform](#)
14. [Support Resolution - Cannabis Production Facilities the Cannabis Act and Health Can Guideline](#)
15. [Support Resolution - Automatic Speed Enforcement](#)
16. [AMO Watchfile Feb 18](#) [AMO Watchfile Feb 25](#)

10. Committee Reports

a) CEDC - [CEDC Minutes Feb 17 2021](#)

b) Bluewater Recycling

c) Lake Huron

d) Fire Boards

[LB Fire Area Board Minutes - Feb 11 2021](#)

[BB Fire Area Board Minutes - Feb 18 2021](#)

e) ABCA

f) UTRCA

g) Parks & Recreation

11. Staff Reports

- a) CAO/Clerks Office
- b) Building/By-law Enforcement
- c) Finance

[FIN-03-2021 2020 Statement of Remuneration and Expenses](#)

[FIN-04-2021 Modernization Fund Allocation](#)

- d) Planning
- e) Public Works

[PW-05-2021 - Gravel Tender](#)

[PW-06-2021 - Dust Tender](#)

[PW-07-2021 Granton WWTP Repair](#)

[PW-08-2021 - Municipal Access Agreement](#)

[Municipal Access Agreement - Packet-Tel Corp and Lucan Biddulph](#)

- f) Parks & Recreation
- g) Economic Development

12. Councillor's Comments

13. Changes to Budget

14. Notice of Motions

15. Motions and Accounts

[Motions - Mar 2 2021](#)

16. By-laws

[16-2021 Execution of Packet-Tel Corp Municipal Access Agr](#)

[17-2021 Appointment By-Law \(Committee\)](#)

[18-2021 Confirming](#)

[203-2021 - Removal H Symbol \(Smith\)](#)

[204-2021 - Removal H Symbol \(Smith\)](#)

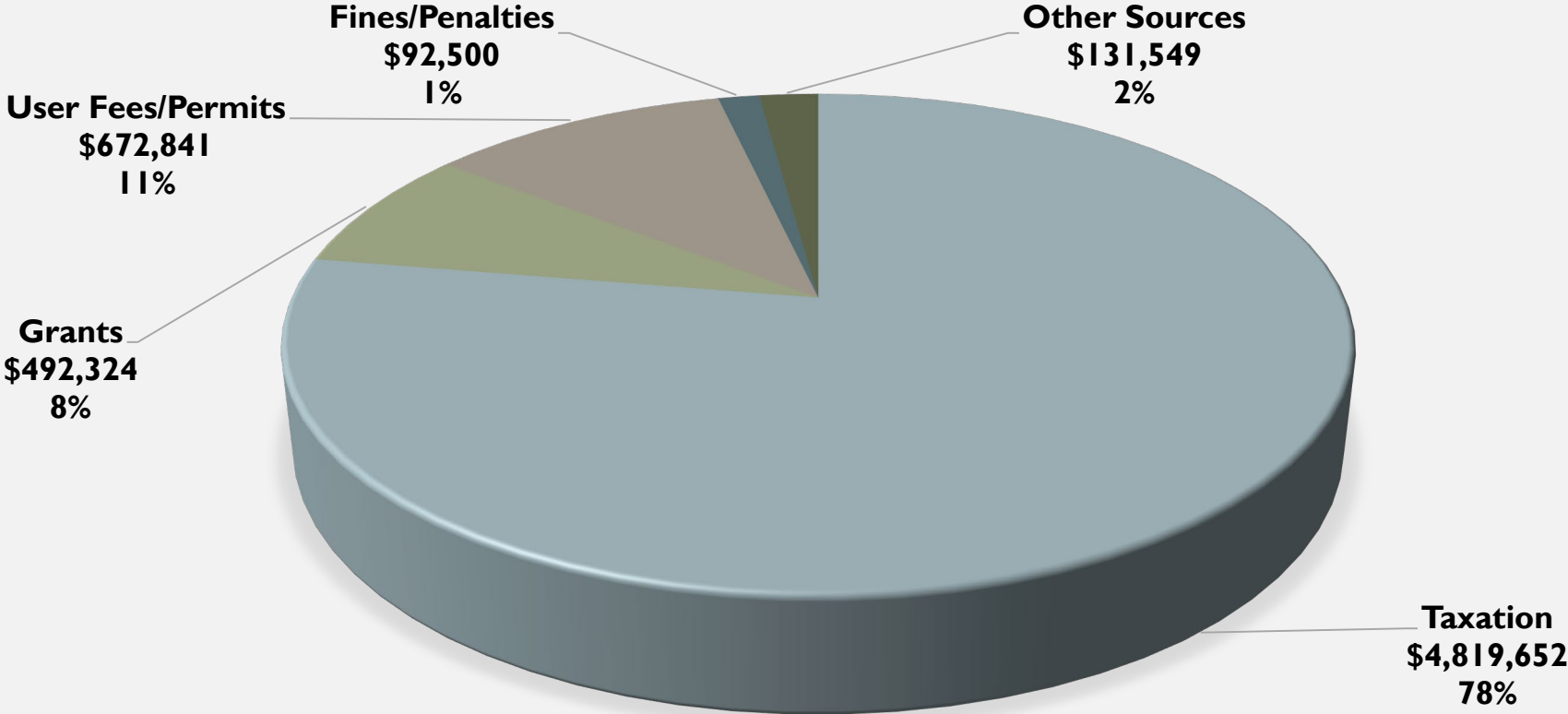
17. Adjournment



PROPOSED 2021 BUDGET

March 2, 2021

REVENUE – GENERAL GOVERNMENT
TOTAL \$6,208,866



WHERE DOES THE TAX REVENUE COME FROM?

Category	Tax Dollars	%
Residential	\$ 3,604,330	74.79 %
Farm	\$ 856,006	17.76 %
Commercial	\$ 201,023	4.17 %
Multi Residential	\$ 89,297	1.85 %
Pipeline	\$ 39,734	0.82 %
Industrial	\$ 29,262	0.61 %

This chart shows the Municipal share of the taxes collected with a **1% municipal tax rate increase**.

WHAT IS THE RESIDENTIAL IMPACT?

For the average Lucan Biddulph residential homeowner, municipal taxes will increase by \$17 in 2021.



2020 Taxes \$3243
Assessment \$278,827



\$17



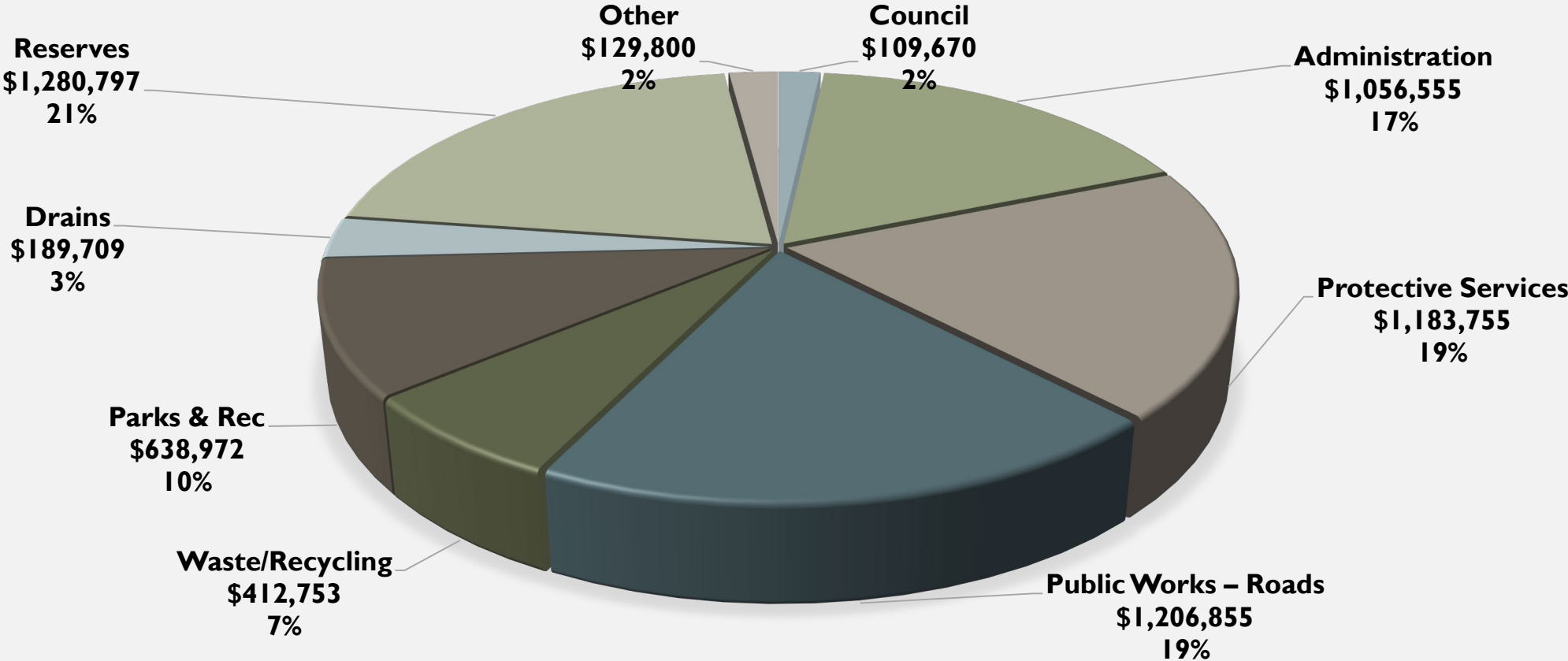
2021 Taxes \$3260
Assessment \$278,827

WHAT CLASSES MAKE UP THE ASSESSMENT GROWTH?

Category	2020 Assessments *	2021 Assessments *	Change from 2020-2021
Residential	\$ 549,783,000	\$ 564,486,400	2.60 %
Farm	\$ 134,186,200	\$ 136,910,950	1.99 %
Commercial	\$ 29,540,836	\$ 29,255,801	(0.97) %
Multi Residential	\$ 13,832,860	\$ 14,282,364	3.15 %
Pipeline	\$ 6,338,278	\$ 6,355,166	0.27 %
Industrial	\$ 4,170,379	\$ 4,680,253	10.89 %
Total	\$ 737,851,553	\$ 755,970,934	2.40 %

The 2020 market value assessment update has been postponed. This means that there will be no assessment growth related to the planned reassessment period and 2021 property assessment will be the same as 2020 values unless there have been changes to specific properties.

EXPENSES – GENERAL GOVERNMENT
\$6,208,866

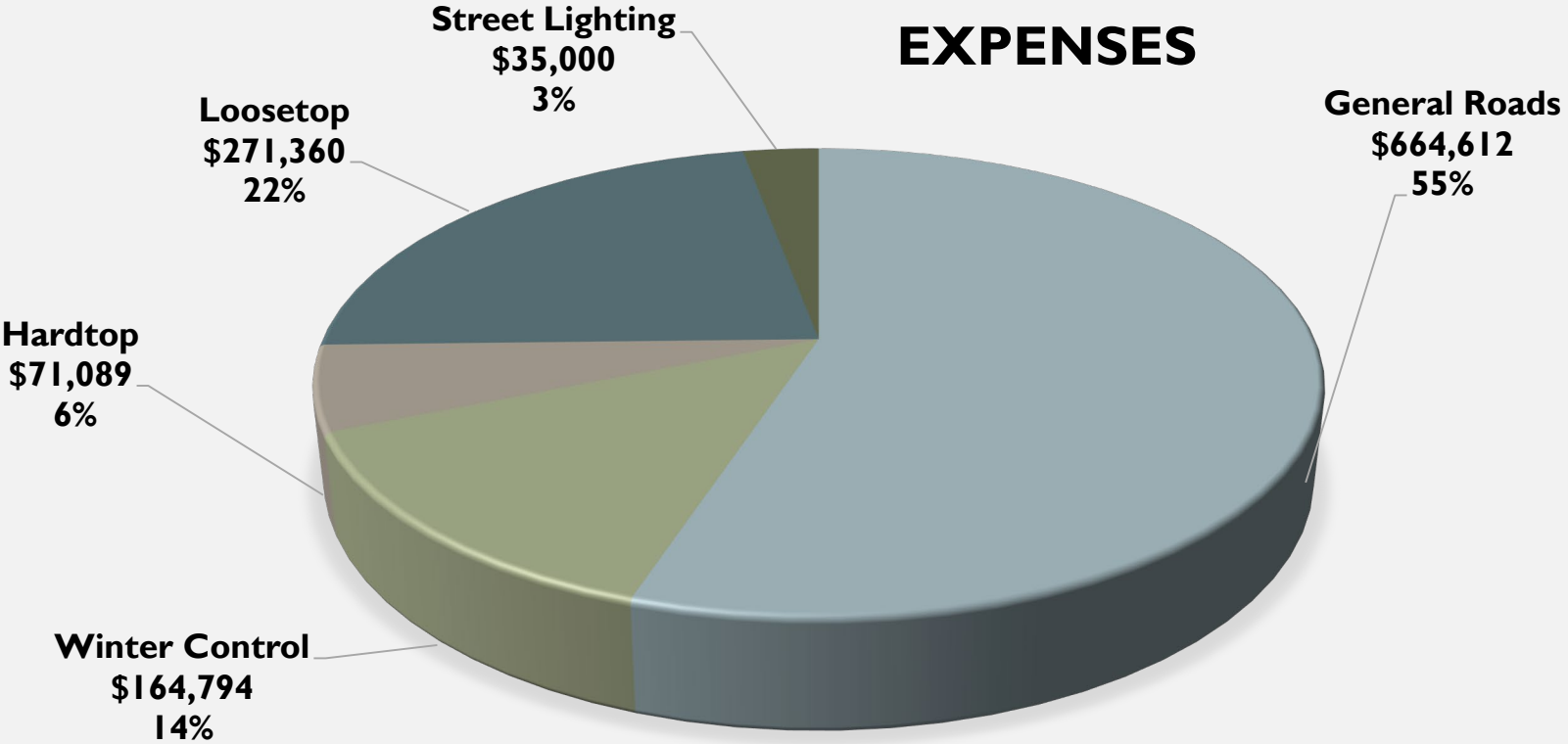


OTHER ITEMS TO HIGHLIGHT

- Administration
 - Repairs & Maintenance at the municipal office includes a one-time cost of \$6,000 to upgrade the generator to new safety standards.
- Insurance
 - Renews September 1st each year for each department. A 10% increase is included in this budget.
- Fire Departments
 - Increase levy to each department by 5% for 2021.
- Cloudpermit (online building permit program) ongoing cost \$13,250/year.
- Community Improvement Plan (CIP) - \$30,000 to cover projects identified



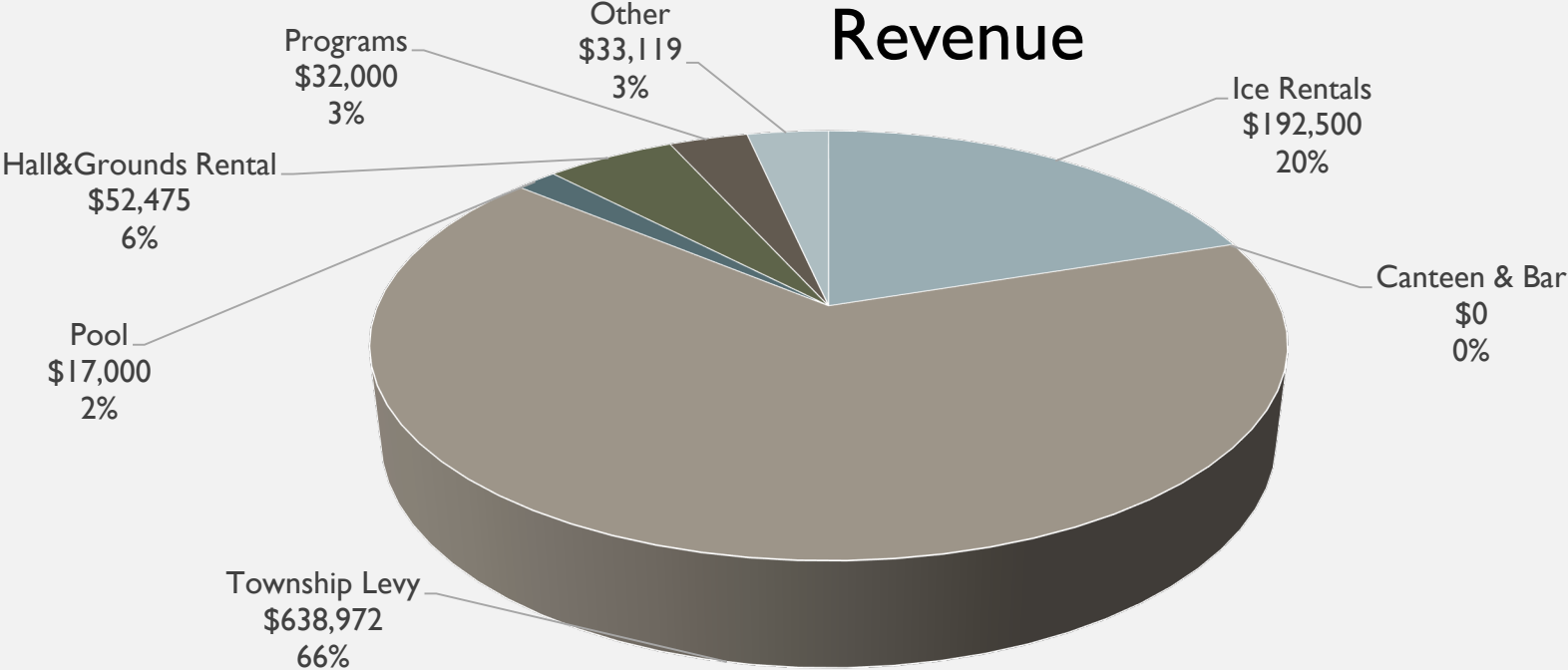
PUBLIC WORKS
ROADS



PUBLIC WORKS ROADS - HIGHLIGHTS

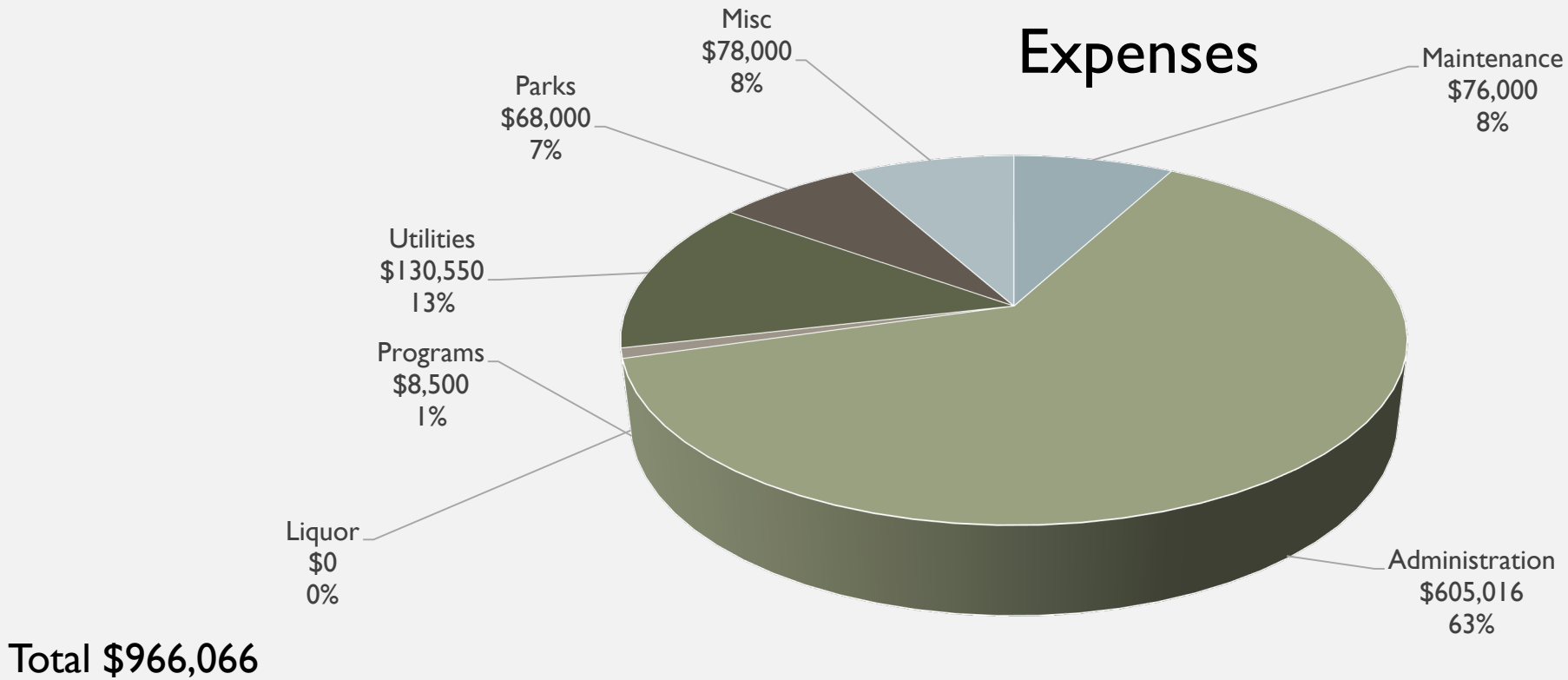
- Repairs & Maintenance at the public works shop includes a one time cost of \$6,800 to upgrade the generator to new safety standards.
- Included the cost of two radar speed signs, approx. \$6,000 each.
- Roadside Drainage – up \$30,000 to increase service and correct problem areas.
- Line Painting – up \$7,000 for new pedestrian crossings in new subdivisions
- Whalen Line
 - A large portion was uploaded to Middlesex County in 2020 and another section remains shared with Perth South.
 - Decreased the budget for diesel and sand/salt by \$17,000
 - One time costs from the county for 1st year of maintenance. \$41,563 included in 2021 budget (allocated to winter control and hardtop).

PARKS & RECREATION
OPERATIONS



Total \$966,066

PARKS & RECREATION
OPERATIONS



PARKS & RECREATION HIGHLIGHTS

- This department has seen the greatest effect of the restrictions during the COVID-19 pandemic.
- Decreased the ice rental revenue for Jan/Feb 2021. The draft budget includes the ice to be installed in August. The part time operator wages are included for August to December only.
- Reduced revenue for other rentals (floor, halls, pavilions)
- No budget for canteen, vending, or bar.
- Swimming pool and summer camps are included in the draft budget.
- Building maintenance includes a one time cost of \$9,000 for the fire alarm.

PROPOSED 2021 CAPITAL BUDGET

TOTAL \$2,010,903

Capital Expenditure	2021 Budget	Comments
<i>Public Works (Roads):</i>		
Traffic Lights, Saintsbury	\$100,000	Township share of project.
Frank St Roadwork	\$330,000	Joint project with Water and Sewer
Bridge Replacement	\$500,000	Roman Line (Bridge #11)
Alice St.	\$ 65,000	Engineering (potential 2022 construction)
Saintsbury Line	\$ 50,000	Engineering (potential 2022 construction)
Queen St. (by water tower)	\$ 25,000	Engineering (potential 2022 construction)
Sand/Salt Storage Shed	\$135,000	At public works shop
City Wide Software	\$ 75,000	Asset Management

PROPOSED 2021 CAPITAL BUDGET

TOTAL \$2,010,903

Capital Expenditure	2021 Budget	Comments
<i>Parks & Rec:</i>		
Ball Diamond Lights	\$ 150,000	Lions Field at Community Centre
Playground Equip - Community Centre	\$ 125,000	At end of life. Location TBD.
Playground Equip - Granton Park	\$ 65,000	
<i>Administration:</i>		
Township Website	\$ 40,000	Redesign and Enhancements
Council Chambers	\$ 10,000	Equipment for Live Stream
Loan Payments	\$ 340,903	PW Building, Office/Library, DayCare Facility

PROPOSED 2021 CAPITAL BUDGET FINANCING

TOTAL	\$2,010,903	Projects
OCIF	\$ 201,301	Bridge Replacement
Federal Gas Tax	\$ 238,615	Bridge Replacement
From County (Interest)	\$ 23,606	Loan Payments
Rent	\$ 116,890	Loan Payments
Developer Contributions	\$ 100,000	Traffic Light
Other Grants (potential)	\$ 100,000	Sand/Salt Storage Shed
From Reserves	\$1,230,491	Remaining Projects

SUMMARY & NEXT STEPS

- 1% Municipal Tax Rate Increase
- Increase in Water and Wastewater Rates
- COVID-19 pandemic restrictions affecting operating budgets, especially in Parks & Recreation services.
- Next Steps:
 - Council to consider a motion to accept the proposed 2021 budget as presented.
 - Final tax rate levy by-law to be presented once the County and School Board tax rates are known.



PUBLIC WORKS WATER SYSTEM

- The Water Budget is self funded by the Water Users
- Proposed increase in water usage rate \$0.05/cubic meter
- Proposed increase in the water capital levy and flat rate 2%
- 1% increase in water costs from Lake Huron pipeline supply
- Water tower and reservoir inspection cost \$15,000 (every 5 years).
- Budget Surplus \$8,130 – transfer to reserves
- Capital Projects for 2021:
 - \$210,000 Frank St/Museum Watermain
 - \$25,000 Bulk Water System
 - \$60,000 Industrial Land – watermain extension
 - \$30,000 Generator upgrades

Average household uses 15 cubic meters/month
Avg 3 month water bill up \$4.11



PUBLIC WORKS WASTEWATER SYSTEM

- The Wastewater Budget is self funded by the Wastewater Users
- Proposed increase in wastewater usage rate \$0.05/cubic meter
- Proposed increase in wastewater capital levy 2%
- No change in wastewater flat fees
- Increase in chemical expenses and sludge disposal expenses.
- Budget Surplus \$ 96,961 – transfer to reserves
- Projects for 2021:
 - \$230,000 Frank St Sewer Replacement
 - \$700,000 Chestnut St. Pumping Station Upgrades
 - \$56,000 Generator Upgrades
 - \$80,000 Lucan Sanitary Master Plan
 - \$100,000 EA plan for LWWTP

Average household uses 15 cubic meters/month
Avg 3 month wastewater bill up \$3.51





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

Meeting Date: March 2, 2021

REPORT

TO: Mayor Burghardt-Jesson and Members of Council
Township of Lucan Biddulph

FROM: Dan FitzGerald MPI, Planner

RE: **Request to Remove a Holding ("H") Symbol (ZBA 4/2021) and (ZBA 5/2021)**
Bryan and Mary Smith
155 and 163 Kent Avenue, Lucan

Purpose:

The applicants are requesting the removal of the holding (H) symbol from the zoning of the subject properties to allow for the construction of a single detached dwelling.

Background (refer to Key Map):

The subject properties, located at 155 and 163 Kent Avenue, are both vacant lots each having an area of approximately 905.55 m² (0.22 ac) and a frontage of approximately 17 metres (55.7 feet), and are located on the south side of Kent Avenue, west of Beech Street in the village of Lucan. The lands are designated Residential under the Official Plan and zoned Residential First Density – Holding (R1-H).

The properties were subject to Application for Consent B-14/2017, which was approved by the Township's Committee of Adjustment on October 16, 2017 and subject to conditions. All conditions of the consent were satisfied with the Certificate of Consent issued effectively creating the lots.

Analysis:

The prerequisite for the removal of the holding (H) symbol is that the lot be connected to full services. This has been satisfied as municipal services are in place and operational. The removal of holding would be consistent with the Provincial Policy Statement, the County of Middlesex Official Plan and the Township of Lucan Biddulph Official Plan.

Recommendation:

THAT the request to remove the holding (H) symbol by Bryan and Mary Smith to allow for the construction of a single detached dwelling on each lot be granted and that the implementing By-law's be passed.

Attachment

1. Location Map – 155 Kent Street
2. Location Map – 163 Kent Street

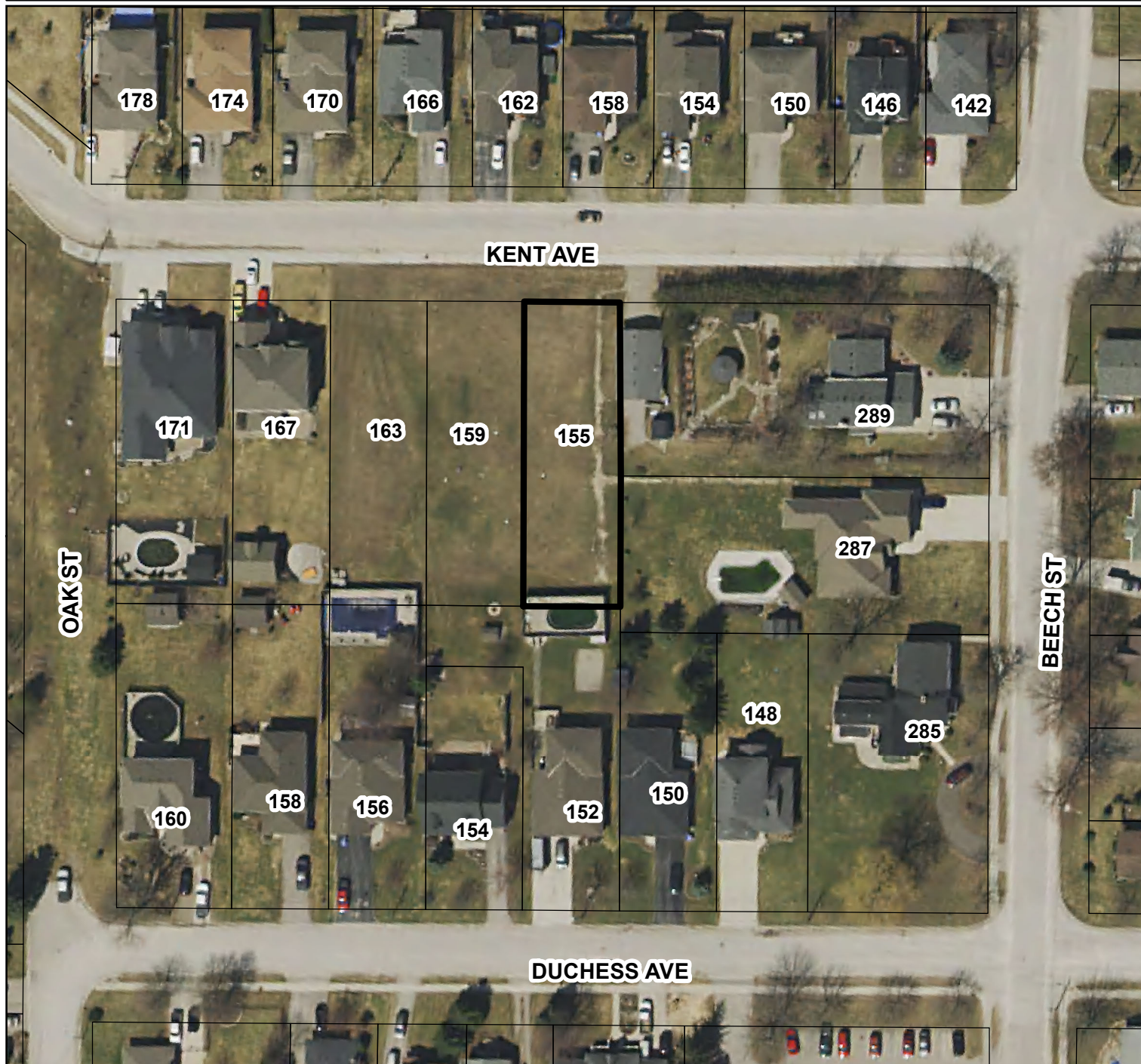
APPLICATION FOR ZONING BY-LAW AMENDMENT: ZBA 4-2021

Bryan and Mary Smith (Owners)


155 Kent Ave
Plan 220 Part Lot 60 RP 33R16829 Part 5
Township of Lucan Biddulph



Township of LUCAN BIDDULPH KEY MAP



Published by the County of Middlesex
Planning Department
399 Ridout Street North, London, ON N6A 2P1
(519) 434-7321
February 2021

 Subject Lands



1:1,000
0 6 12 18 24 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015
Disclaimer: This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.

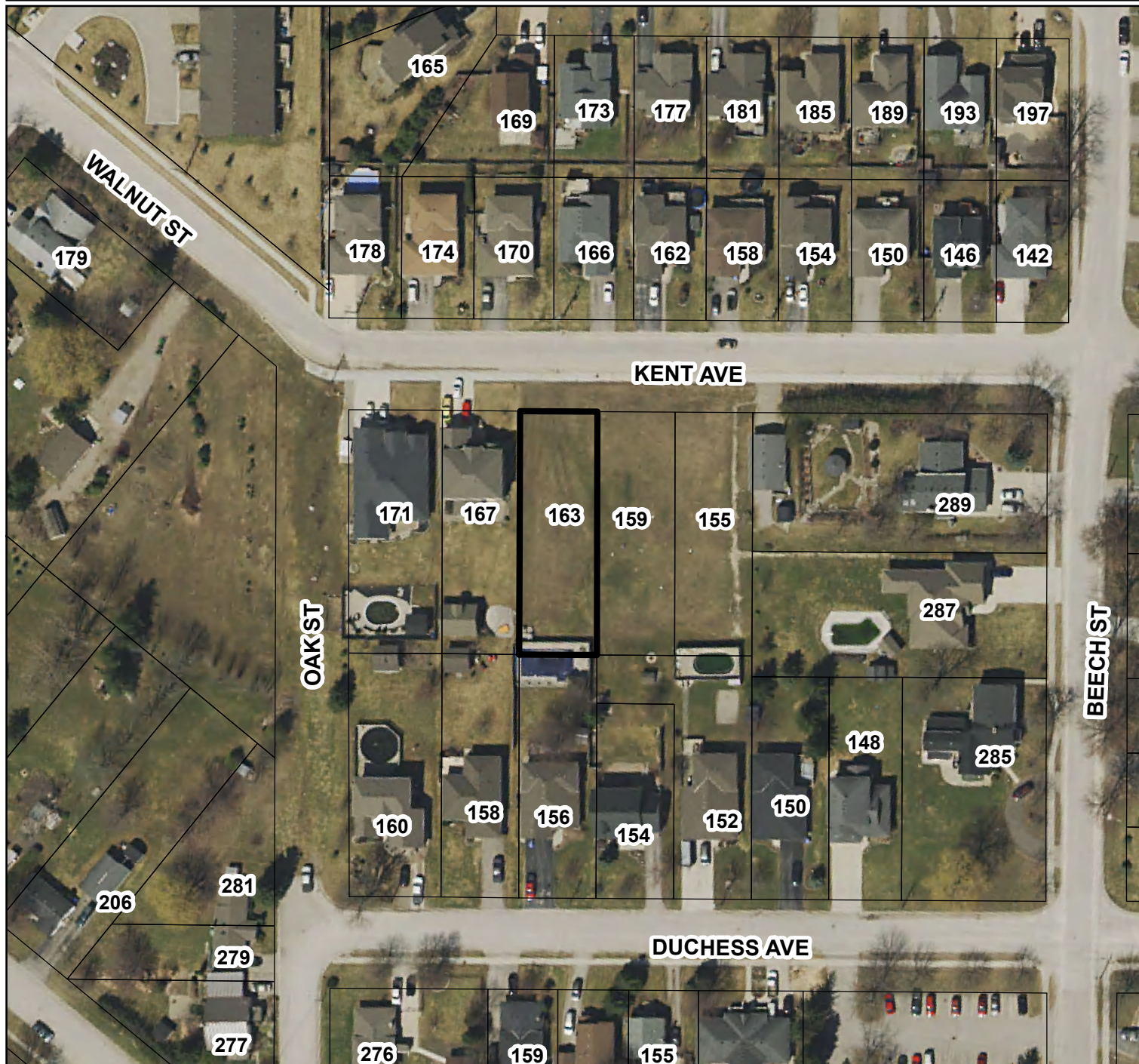
APPLICATION FOR ZONING BY-LAW AMENDMENT: ZBA 5-2021

Bryan and Mary Smith (Owners)


163 Kent Ave
Plan 220 Part Lot 60 RP 33R16829 Part 3
Township of Lucan Biddulph



Township of LUCAN BIDDULPH KEY MAP



Published by the County of Middlesex
Planning Department
399 Ridout Street North, London, ON N6A 2P1
(519) 434-7321
February 2021

 Subject Lands



1:1,250
0 7.5 15 22.5 30 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015
Disclaimer: This map is for illustrative purposes only.
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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

None

Announcements

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

Today marks the easing of restrictions that we have recently been under. While we are currently considered to be in the “red” zone, the lifting of restrictions makes us all feel cautiously optimistic about moving forward. The hard work that the residents of Lucan Biddulph has been putting in is paying off. I think we can all agree, it has not been easy. As restrictions begin to ease, I would ask that our residents ease back into being out and about as well. We cannot get complacent, we still have to be mindful of how we go out. So continue to plan your strategy. If you are like me, you likely want to shop for something in person besides groceries! As our small business retailers and services begin to reopen to actually physical customers, now is a good time to encourage everyone in Lucan Biddulph to continue to support OUR retailers and services. Lucan Biddulph’s small businesses, retailers and services have done such a great job pivoting to new business models in an effort to continue to keep their business going. Now that doors can be opened and appointments made, please find a way to support our businesses in our community.

On this note I would like to offer on behalf of Council, our congratulations to Lucan’s Seelster Farms. They were recently named Canada’s Top Breeder. This is an honour they have received four (4) times in 15 years. The Standardbred industry is a thriving industry in our area and we want to acknowledge Seelster’s for this achievement and for continuing to invest in their operations in Lucan Biddulph.

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

1/ 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 6:03 p.m. in order sit as a Committee of Adjustment under Section 45 of the Planning Act, R.S.O. 1990, as amended.

CARRIED

a) B-1-2021 – 35098 Mitchell Line (John and Sandra Damen)

D. Fitzgerald, County Planner reviewed report no. PL-02-2021. He noted the application seeks to permit severance of a residence from the existing farm land for the purpose of disposing a residence surplus to a farm operation. He further noted the application represents a reverse residence surplus to a farm operation wherein the applicant would keep the residential lands and the farmland will be sold to a farmer who qualifies for a farm consolidation.

The Applicant, John and Sandra Damen were present to answer any questions but did not have any further comments to provide. The purchaser for the balance of the farm lands, Willem Bloemen was also present but did not provide any comments.

Mayor C. Burghardt-Jesson raised a question about a possible severance involving the farm lands in the past. D. Fitzgerald explained that while it is likely that did occur with a corner piece adjacent to the subject parcel it would have happened prior to implementation of the Planning Act and Provincial Policy Statement being in place. He further noted that today the generalized goal is to protect farm land and appropriate zoning is put in place to limit future residential parcels from being created.

2/ B-1-2021 - 35098 Mitchell Line (John and Sandra Damen)

Moved by A. Westman

Seconded by D. Manders

THAT Application for Consent B-1/2021 filed by John and Sandra Damen, to sever a parcel of land for the purpose of disposing a residence surplus to a farm operation, having a lot frontage of approximately 50.0 metres along Mitchell Line and an area of approximately 1.0 hectares from a property legally described as Part of Lot 16, Concession 9, in the Township of Lucan Biddulph, County of Middlesex and known municipally as 35098 Mitchell Line; **BE GRANTED** subject to the following conditions:

1. That the Certificate of Consent under Section 53(42) of the Planning Act be issued within one year of the date of the notice of decision. The request for the Certificate of Consent shall be accompanied by a written submission that details how each of the conditions of consent has been fulfilled.
2. That the lands being retained be rezoned to a Surplus Dwelling (SD) Zone to permit their size and use for residential purposes.
3. That the lands being conveyed be rezoned to 'Agricultural (A3)' zone to prohibit any new residential use.
4. That the applicant confirm, to the satisfaction of the Township, that the septic system will be wholly contained on the lands being conveyed in accordance with Ontario Building Code requirements and that a 100 percent contingency area be shown to exist on same.
5. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of revised assessment schedule(s) for any municipal drain having jurisdiction in accordance with the Drainage Act, as amended, such costs to be paid in full to the appropriate engineering firm prior to submitting a registered copy of the transfer.
6. That the taxes on the subject lands are paid in full.
7. That the applicant's solicitor submits an Acknowledgment and Direction duly signed by the applicant.
8. That the applicant's solicitor submits an undertaking, in a form satisfactory to the Secretary-Treasurer, to register an electronic transfer of title consistent with the Acknowledgment and Direction and the decision of the Committee of Adjustment.
9. That the Owner enter into a severance agreement with the Municipality in order to advise future Owner(s) of the severed lot of Consent B-1/2021 of normal farm practices occurring in the area as outlined in the Farming and Food Production Act, 1998, as amended.
10. That an address be assigned and number erected for the retained agricultural parcel.
11. That the land be transferred to Willem Bloemen of Bloemen Dairy, confirming that a consolidation has occurred.
12. That the retained accessory building must be confirmed by a professional engineer, or to the satisfaction of the Chief Building Official, to be suitable to support a residential accessory use. A building permit is required if any improvements are to be made.
13. That a building permit be required for the partial removal of the existing accessory building.
14. That the silo and barn be removed from the severed farm lands.
15. That two copies of the reference plan are submitted to the satisfaction of the Township.
16. That an MTO entrance permit is required to update ownership and define the use of the Highway 23 residential entrance and the Highway 23 agricultural field entrance.

CARRIED

3/ Public Meeting

Moved by D. Regan

Seconded by P. Mastorakos

Resolved that the Committee does now rise out and move into a Public Meeting at 6:16 pm under Section 34 of the Planning Act, R.S.O. 1990, as amended, to consider the following Zoning By-law Application.

CARRIED

b) ZBA-3-2021 - 35098 Mitchell Line (John and Sandra Damen)

D. Fitzgerald advised this zoning application is concurrent to the surplus farm dwelling severance application B-1-2021, to recognize the residential use associated with the lands, while prohibiting the construction of a new dwelling on the agricultural lands. The details of both applications were reviewed earlier in the meeting. No further comments from members or the public were received.

c) **ZBA-2-2021 – Block 103, Plan 33M-739, (2219260 Ontario Inc.)**

D. Fitzgerald reviewed report no. PL-03-2021. He noted the purpose of the application is to amend existing permissions in the residential zone for the purpose of establishing a 44-unit townhome development in the form of a vacant land condominium plan. He further advised that current zoning permissions permit development in the format of townhouse dwellings however to meet requirements of a vacant land condominium plan further reductions are required. D. Fitzgerald advised a site plan approval has been submitted for the development and is currently being evaluated. He also noted two public comments have been received in opposition of the development which are included in the report.

Discussion from the Committee members followed regarding concerns related to parking, traffic and availability at the local schools, snow removal, density of the development, traffic calming measures on Saintsbury Line leading into the development and repeat zoning applications in developments such as this particular one.

4/ Adjourn Public Meeting

Moved by D. Regan

Seconded by A. Westman

Resolved that the Council of the Township of Lucan Biddulph adjourn the public meeting at 6:43 p.m. and reconvene its regular meeting to continue with its deliberations.

CARRIED

5/ ZBA-3-2021 - 35098 Mitchell Line (John and Sandra Damen)

Moved by A. Westman

Seconded by D. Regan

THAT Application for Zoning By-law Amendment ZBA 3/2021, for lands owned by John and Sandra Damen and legally described as Part of Lot 16, Concession 9, in the Township of Lucan Biddulph, County of Middlesex being located on the east side of Mitchell Line and municipally known as 35098 Mitchell Line, BE APPROVED and that the implementing By-law be forwarded to Township Council for consideration once a deposited reference plan has been provided to the satisfaction of the Township.

CARRIED

6/ ZBA-2-2021 - Block 103, Plan 33M-739, (2219260 Ontario Inc.)

Moved by D. Manders

Seconded by D. Regan

THAT Application for Zoning By-law Amendment ZBA 02/2021, filed by Dillion Consulting Ltd c/o Melanie Muir on behalf of 2219260 Ontario Ltd, for a property known legally described as Block 103, Plan 33M739, in the Township of Lucan Biddulph, in the County of Middlesex, to amend the 'site specific' Residential Third Density Exception Holding (R3-6-H) Zone, BE APPROVED, as the application satisfies the requirements of the Planning Act; is consistent with the Provincial Policy Statement; conforms to the Official Plans of both the Township of Lucan Biddulph and the County of Middlesex; satisfies the requirements of the Township of Lucan Biddulph Zoning By-law; and presents sound land use planning.

CARRIED

Adoption of Minutes

7/ Minutes

Moved by D. Regan

Seconded by P. Mastorakos

That the regular council minutes of February 2, 2021 be approved as circulated.

CARRIED

Business Arising

All items were noted as ongoing. Councilor D. Regan noted the affordable housing item on the list and when a report may be coming back to Council regarding this topic. Members further commented on the term affordable housing and what the amount will be considering Lucan is a bedroom community to the City of London.

Correspondence

No questions or comments were received.

8/ Receive Communication Reports

Moved by A. Westman

Seconded by D. Regan

That Items 9.1 a) through s) (Correspondence) be received for information.

CARRIED

Committee Reports

ABCA and UTRCA

A. Westman advised annual general meetings for both conservation authorities are taking place this Thursday. He noted he will be attending the UTRCA meeting as he represents both Lucan Biddulph and Thames Centre on that board.

Staff Reports

CAO/Clerk

R. Reymer reviewed report no. CAO-03-2021. He noted that based on recommendations from Nigel Bellchamber recently, formalizing some of our committee structures and format would be appropriate. R. Reymer suggested appointing the finance working group as a formal committee and dissolving the policy working group, as it was noted policy creation is a staff function and should not involve members of Council. R. Reymer further recommended agenda's and minutes be posted for all appointed Committee's.

Discussion from members followed regarding recommendations made from Nigel Bellchambers during the governance training recently provided to staff and Council, accountability and transparency and the validity of policies developed last year. R. Reymer advised no decisions were made at the working group stage and all policies were brought forward to Council for review and adoption. Members further noted the value in having working groups in the past however based on recommendations received believe it would be a step in the right direction to formalize the finance working group as an appointed Committee and make all agenda's and minutes available and accessible to the public on the Township website. R. Reymer further noted that with development of the new Township website there will be a designated point of reference for Committee information in future.

T. Merner advised an update to the appointment bylaw is included to add a recently appointed building inspector from Middlesex Centre. She further noted an email will be going out to members that will include a link to view the upcoming case management conference scheduled with LPAT on February 26, 2021.

Finance

K. Langendyk reviewed report no. FIN-02-2021. She noted the purpose of the report is to outline the draft 2021 budget and give Council and the public a chance to review and submit comments or questions prior the formal Budget presentation scheduled for the March 2nd Council meeting. She further noted a deadline for submission of comments has been set for Thursday, February 25th at 4:30 p.m. Discussion followed regarding water meter installation and costs and expenses that are incurred and how that will be incorporated into the budget. It was further noted that the draft budget details would be posted through the website, social media and newsletter for the public to view.

Planning

D. Fitzgerald reviewed report no. PL-04-2021. He noted the applicant has submitted for site plan approval to permit development of the lands known as 1020 Heenan Court with a four unit industrial building. D. Fitzgerald advised a site plan agreement is included which outlines a number of requirements pertaining to the development of the site.

9/ SPA-3-2021 Colden Contracting Ltd. (1020 Heenan Court)

Moved by D. Regan

Seconded by D. Manders

Resolved that the Council of the Township of Lucan Biddulph receives report no. PL-04-2021 and accepts the planner's recommendation.

CARRIED

Public Works

J. Little reviewed report no. PW-04-2021. He noted ten bids were received with the lowest coming from Elgin Construction. Discussion took place regarding ensuring conditions of the tender are met and J. Little advised Dillon Consulting reviews the bid in detail to make sure it qualifies and a security deposit is also obtained.

J. Little provided a couple of verbal updates including a recent meeting with BM Ross Engineers regarding expansion of the Lucan Waste Water Treatment Plant and notice of the upcoming OGRA Virtual Conference taking place next week.

Parks & Recreation

P. Smith reviewed report no. PR-02-2021 regarding the joint community reforestation project between Lucan Biddulph and Ausable Bayfield Conservation Authority. He noted ABCA was successful in their application for funding of Phase 1 of the project and the Township expects to

receive an answer from Tree Canada sometime in March with respect to funding for Phase 2 of the project. Mayor C. Burghardt-Jesson cautioned staff and Council that although grants are being received and applied for there will still be costs incurred as this type of infrastructure grows, i.e. entrance and parking.

P. Smith reviewed report no. PR-03-2021 regarding the Perfect Mind Booking software program for the parks & recreation department. He noted this will be a joint implementation project with North Middlesex and the efficiency reserve funds will be used to cover the costs.

P. Smith gave a verbal update regarding returning to the red zone of the COVID-19 response framework. Discussion followed regarding the ice situation and when it may possibly be reinstalled. P. Smith advised that once a formal contract is in place with the interested hockey development school a date for installation of the ice will be determined.

Economic Development

L. deBoer reviewed report no. EDC-02-2021 regarding a new hydro one community grant program. She noted that staff is recommending applying for the full grant of \$25,000 to purchase outdoor fitness equipment for community parks which would align with the Township strategic goals of providing community well-being.

Councillor’s Comments

Councillor A. Westman commended the public works staff on snow removal and in light of the recent unfortunate events in Texas reminded members, staff and residents to have proper emergency kits prepared.

Councillor D. Regan inquired regarding an update on improvements to the Lucan entrance signs.

Councilor P. Mastorakos inquired regarding a presentation update from our insurance provider prior to the Township’s annual renewal and an update regarding the health & safety excellence program and audit.

Motions

10/ Accounts Paid

Moved by A. Westman

Seconded by P. Mastorakos

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

January 2021 \$511,215.91

CARRIED

11/ Committee and Working Group Format

Moved by D. Regan

Seconded by D. Manders

That the Council direct staff to proceed with Option No. 2, 3 and 4 as presented in report no. CAO-03-2021 regarding Committee and Working Group format.

CARRIED

12/ Public Meeting Date for Draft 2021 Budget

Moved by A. Westman

Seconded by D. Regan

*That Council receive this report no FIN-02-2021 for information;
AND FURTHER that Staff be instructed to schedule the formal public meeting for purposes of the 2021 budget for 5:30 p.m. Tuesday March 2nd, 2021 and publicize the public meeting via the Township webpage, social media and the electronic municipal sign at the municipal office;
AND FURTHER that comments and questions from both council and the public in regards to the draft 2021 budget will be received by the Treasurer up to 4:30 p.m. Thursday February 25th, 2021.*

CARRIED

13/ Frank Street Reconstruction

Moved by P. Mastorakos

Seconded by D. Regan

RESOLVED That Council authorizes staff to accept the tender from Elgin Construction for the Frank Street Reconstruction project in the amount of \$763,717.71 including HST.

CARRIED

14/ Community Forest Restoration Project

Moved by D. Regan

Seconded by A. Westman

That Council direct staff to proceed with Phase 1 of the joint Community Forest Restoration project with Ausable Bayfield Conservation Authority, as presented by staff in report no. PR-02-2021.

CARRIED

15/ Perfect Mind Software

Moved by D. Manders

Seconded by P. Mastorakos

That the Council direct staff to proceed with implementation of the Perfect Mind Software utilizing efficiency funds up to \$12,000, as presented in report no. PR-03-2021.

CARRIED

16/ Hydro One Community Fund

Moved by P. Mastorakos

Seconded by D. Regan

That Council direct staff to apply for the Hydro One Community Fund for outdoor exercise equipment to be located throughout our park system as presented in report no. EDC-02-2021.

CARRIED

17/ Confirming

Moved by D. Regan

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:

- 12-2021 Appointment of Staff Bylaw
- 13-2021 Execution of Site Plan Agreement (Colden Homes)
- 14-2021 Confirming Bylaw
- 202-2021 ZBA Ridge Crossing Townhomes Phase 2

CARRIED

18/ Adjournment

Moved by A. Westman

Seconded by D. Regan

Resolved that the Council meeting be adjourned at 7:50 p.m.

CARRIED

MAYOR

CLERK

The Corporation of the Township of Lucan Biddulph Council Minutes

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

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

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 1:30 p.m. The meeting took place electronically.

Declaration of Pecuniary Interest & Nature Thereof

None.

1/ Closed Session

Moved by D. Regan

Seconded by A. Westman

Resolved that Council adjourn its regular meeting in order to conduct a closed session pursuant to Section 239 (2) of the Municipal Act for the purpose of litigation or potential litigation matters, including matters before administrative tribunals, affecting the municipality or local board and for a proposed or pending acquisition of land by the municipality.

CARRIED

2/ Rise from Closed Session

Moved by D. Manders

Seconded by A. Westman

Resolved that Council reconvene its regular meeting at 2:26 p.m.

CARRIED

3/ Confirming

Moved by A. Westman

Seconded by D. Manders

That if no one cares to speak to these By-laws on their First and Second Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, and that they be numbered:

- 15-2021 Confirming By-law

CARRIED

4/ Adjournment

Moved by P. Mastorakos

Seconded D. Regan

Resolved that the Council meeting be adjourned at 2:27 p.m.

CARRIED

MAYOR

CLERK

Business Arising – Minutes of February 16, 2021

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
Affordable Housing	Investigate available options for providing affordable housing in Lucan	Staff to provide information and options for consideration	ongoing
Feasibility Report – Phase 2 Community Centre Project	Campaign Coaches provided report regarding feasibility study conducted	Staff to provide report with recommendation	ongoing
Future Development Lands	Proceed with comprehensive review	Staff to provide updates	ongoing
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	ongoing

From: AMO Events <events@amo.on.ca>
Sent: Saturday, February 13, 2021 7:02:12 AM
To: Cathy Burghardt-Jesson <cjiesson@lucanbiddulph.on.ca>
Subject: AMO 2021 Virtual Conference - Registration Open

AMO Annual Conference Updates

February 13, 2021



AMO 2021 Virtual Conference - Registration Open

Hosted by the City of London, August 15 - 18, for reasons all too apparent, AMO's 2021 Annual General Meeting and Conference will be virtual again and appearing once again on a screen near you.

While there is no substitute for getting together in person, there is still important work to be done in August 2021. The planning committee is preparing a program that includes all the important components: Ministers' Forums, keynote speakers, concurrent sessions, and networking opportunities.

You can also expect to hear from provincial political leaders and have the opportunity to attend delegation meetings.

Registration is open, and early bird rates apply until April 30, 2021.

To register, [click here](#).

*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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before printing this.

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

Wish to Opt Out of AMO Conference Communications ? [Click Here](#)



February 15, 2021

Lisa deBoer
Economic Development & Communications Officer
THE TOWNSHIP OF LUCAN BIDDULPH
270 Main Street
Lucan, ON
N0M 2J0

Subject: Celebrate Canada Funding Application

Dear Lisa deBoer:

On behalf of the Minister of Canadian Heritage, it is my pleasure to inform you that your application for funding has been approved.

A grant in the amount of \$3,600 will be awarded to help your organization carry out its activities, under the Celebration and Commemoration Program, Celebrate Canada Component. This funding will be allocated over one government fiscal year 2021-2022 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives may be in contact with you in the near future to review the terms and conditions related to this funding. As you may already know, the Government of Canada is committed to promoting workplaces free from harassment, abuse and discrimination. I would like to seize this opportunity to remind you of your responsibility to provide a work environment where harassment, abuse and discrimination are not tolerated.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

David R. Burton
Regional Director General
Canadian Heritage

Township Workers -

Don't be shocked but this is a
note of thanks.

I have told Marty what a great
job he has done with our sidewalks
and have met so many people who
mention the great job he does.

Also our garbage collection is
superb. Did you know that Flea Kelly
leaves them a goodie bag every time.

The summer flowers are another
bright spot although I would like
to see brighter colours.

I can't help but think that
people who move here from London
must be very impressed and we
are getting most of them to say hello.

When someone mentions something
nice about our town I encourage them
to let you know as mainly all you hear
are complaints. Thanks, Barb Strain.

Tucan Bickdolph
Council

We would like to

thank you for our new side

walk in Panderboye and let
you know how much we appreciate
how clean you have kept it for
our use this winter.

Excellent job.

Nancy & Michal Sahle

Drinking-Water Systems Regulation O. Reg. 170/03

Drinking-Water System Number:	210000791
Drinking-Water System Name:	Lake Huron Primary Water Supply System
Drinking-Water System Owner:	Lake Huron Primary Water Supply System Joint Board of Management
Drinking-Water System Operating Authority:	Ontario Clean Water Agency (OCWA)
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	January 1, 2020 through December 31, 2020

<p>Complete if your Category is Large Municipal Residential or Small Municipal Residential</p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [X] No []</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <p>Lake Huron and Elgin Area Water Supply Systems c/o Regional Water Supply Division 235 North Centre Road, Suite 200 London, ON N5X 4E7 https://huronelginwater.ca/</p> <p>Lake Huron Water Treatment Plant 71155 Bluewater Hwy. Grand Bend, ON</p>	<p>Complete for all other Categories.</p> <p>Number of Designated Facilities served: N/A</p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to: N/A</p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
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Drinking-Water Systems Regulation O. Reg. 170/03

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Systems that receive their drinking water from the LHPWSS:

Drinking Water System Name	Drinking Water System Number
City of London	260004917
Municipality of Bluewater	260006542
Municipality of Lambton Shores (East Lambton Shores Water Distribution System)	260006568
Township of Lucan-Biddulph	260003071
Municipality of Middlesex Centre (Middlesex Centre Distribution System)	260004202
Municipality of North Middlesex	260006529
Municipality of Strathroy-Caradoc (Strathroy-Caradoc Distribution System)	260080106
Municipality of South Huron (South Huron Water Distribution System)	220001520

Systems that may receive their drinking water from the LHPWSS:

Drinking Water System Name	Drinking Water System Number
Municipality of Lambton Shores (West Lambton Shores Distribution System) *Normally supplied by the Lambton Area Water Supply System (LAWSS) but a connection to the LHPWSS exists	260006581

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes ☒ No ☐

Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
☒ Public access/notice via Government Office
☐ Public access/notice via a newspaper
☐ Public access/notice via Public Request
☐ Public access/notice via a Public Library
☐ Public access/notice via other method _____

Drinking-Water Systems Regulation O. Reg. 170/03

Describe your Drinking-Water System

The Lake Huron Water Treatment Plant (WTP) employs pre-chlorination, screening, powder activated carbon addition (seasonally on an as-required basis), coagulation, flocculation, sedimentation, dual-media filtration, post-chlorination, and pH adjustment using sodium hydroxide to treat raw water obtained from Lake Huron. The WTP intake crib and raw water intake pipe have an estimated gross capacity of 454.6 Megalitres/day (MLD). The WTP rated capacity is 340.0 MLD.

A Residuals Management Facility (RMF) providing equalization, clarification, sediment thickening and dechlorination is also housed in the main complex. Thickened sediment is dewatered by centrifuges and the sediment is sent to the landfill for final disposal. Clarified and dechlorinated liquid streams are sent back to Lake Huron through the plant drain via the diversion chamber.

The transmission system is comprised of the McGillivray Booster Pumping Station and Reservoir, the Exeter-Hensall Booster Pumping Station and Reservoir, Arva Terminal Reservoir, Komoka-Mt. Brydges Booster Pumping Station (PS#4) and associated interconnecting transmission water mains, which includes the primary, Strathroy, Exeter-Hensall, and Komoka-Mt. Brydges transmission water mains.

The drinking water system is monitored at various locations throughout the system via a Supervisory Control and Data Acquisition (SCADA) system.

List all water treatment chemicals used over this reporting period

Filter Aid Polymer (on an as-required basis)
 Aluminum Sulphate
 Powder Activated Carbon
 Chlorine Gas
 Sodium Hydroxide
 Sodium Hypochlorite (Exeter Hensall Pumping Station)
 Dewatering Polymer (Residuals Management Facility)
 Sodium Bisulphite (Residuals Management Facility)

Were any significant expenses incurred to?

- ☒ Install required equipment
☒ Repair required equipment
☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Capital Projects:

- Pipeline section replacement
- Instrumentation replacements
- Replacement of Uninterruptible Power Supply (UPS) and related breaker panels
- Backwash flow meter replacement
- Service water piping and valve replacement
- Garage door replacement

Drinking-Water Systems Regulation O. Reg. 170/03

- Security upgrades
- Low lift pumps #2, #5, #6 motor replacements
- Caustic soda pipe replacements
- Caustic soda tank drain replacement
- Installed LED lighting and motion sensors
- Backwash check valve #1 and #4 replacements
- Surge tank relief valve vent piping replacement
- Pipeline chambers erosion control, rehabilitation and improvements
- Erosion control at the beach chamber
- Perimeter lighting upgrades
- Wastewater ejection pump system replacement
- Eyewash and shower stations replacements
- Interior door replacements
- Obsolete equipment removals
- Filter surface sweep replacements
- Envelope exterior sealants
- Low lift, suction and filter conduit sluice gate repairs
- Pipeline easement clearing
- Lab faucet replacements
- Railing replacements
- Flocculation gear drive rehabilitation

Maintenance Projects:

- Chlorine line repair for mussel control system
- Komoka-Mt.Brydges Pumping Station electrical breaker and cable replacements
- Low Lift pump #6 rebuild
- North filter conduit chlorine line repair

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
August 27, 2020 AWQI # 151596	Total Coliforms	1 Total Coliforms	CFU/ 100 mL	Resampled and tested. All resample results were clear.	August 27, 2020 and August 28, 2020

Drinking-Water Systems Regulation O. Reg. 170/03
Microbiological testing done under the Schedule 10, 11 or 12 of Regulation
170/03, during this reporting period.

Location	Number of Samples	Range of E.coli Results (CFU/100mL) (min #)-(max #)	Range of Total Coliform Results (CFU/100mL) (min #)-(max #)	Range of HPC Results (CFU/1mL) (min #)-(max #)
Raw Water	103	(0)-(<100)	(0)-(11,900)	(<10)-(>1,180)
Treated Water (WTP)	294	(0)-(0)	(0)-(1)	(<10)-(1,620)
Distribution (McGillivray PS)	60	(0)-(0)	(0)-(0)	(<10)-(20)
Distribution (North Exeter)	57	(0)-(0)	(0)-(0)	(<10)-(30)
Distribution (South Exeter)	55	(0)-(0)	(0)-(0)	(<10)-(40)
Distribution (Exeter-Hensall Reservoir)	58	(0)-(0)	(0)-(0)	(<10)-(20)
Distribution (Komoka-Mt. Brydges PS)	56	(0)-(0)	(0)-(0)	(<10)-(50)

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

Parameter	Number of Grab Samples	Range of Results (min #)-(max #)
Treated Water Free Chlorine (mg/L)	Continuous Monitoring	(0.66) – (1.93)
Treated Water Free Chlorine (mg/L)	2134	(0.83) - (1.58)
Treated Water Turbidity (NTU)	Continuous Monitoring	(0.024) – (2.00)
Treated Water Turbidity (NTU)	2136	(0.006) - (0.192)
Filter #1 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.023) - (0.556)
Filter #2 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.020) -(0.360)
Filter #3 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.026) - (0.133)
Filter #4 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.022) - (0.719)
Filter #5 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.023) - (0.451)
Filter #6 - Filtered Water Turbidity (NTU)	Continuous Monitoring	**Out of Service
Filter #7 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.025) - (0.645)

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Number of Grab Samples	Range of Results (min #)-(max #)
Filter #8 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.020) - *(1.24)
Filter #9 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.017) - (0.639)
Filter #10- Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.022) - (0.247)
Filter #11- Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.019) - (0.982)
Filter #12- Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.017) - (0.622)
Combined Filtered Water Turbidity (NTU)	2135	(0.008) - (0.130)

* On January 21, 2020, Filter #8 turbidity went above 1.0 NTU. The filtered water turbidity was above 1.0 NTU for less than 30 seconds, therefore not reportable (not an adverse result).

** Filter #6 was out of service for all of 2020 due to required repairs.

Summary of Inorganic parameters tested during this reporting period

(*All tests were conducted on treated water leaving the WTP unless otherwise noted)

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	January 16, 2020	0.00011	mg/L	NO
Arsenic	January 16, 2020	Not Detected	mg/L	NO
Barium	January 16, 2020	0.0129	mg/L	NO
Boron	January 16, 2020	0.014	mg/L	NO
Cadmium	January 16, 2020	0.000005	mg/L	NO
Chromium	January 16, 2020	0.00012	mg/L	NO
Lead (Komoka Mt- Brydges Monitoring Station #2)	January 14, 2020 April 2, 2020 July 17, 2020 October 19, 2020	Not Detected 0.00001 0.00002 0.00001	mg/L mg/L mg/L mg/L	NO
Mercury	January 16, 2020	Not Detected	mg/L	NO
Selenium	January 16, 2020	0.00013	mg/L	NO
Sodium	January 16, 2020	13.8	mg/L	NO
Uranium	January 16, 2020	0.000028	mg/L	NO
Fluoride	January 16, 2020	0.07	mg/L	NO

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Nitrite	January 14, 2020	Not Detected	mg/L	NO
	April 2, 2020	Not Detected	mg/L	
	July 17, 2020	Not Detected	mg/L	
	October 19, 2020	Not Detected	mg/L	
Nitrate	January 14, 2020	0.297	mg/L	NO
	April 2, 2020	0.655	mg/L	
	July 17, 2020	0.293	mg/L	
	October 19, 2020	0.287	mg/L	

Summary of Organic parameters sampled during this reporting period or the most recent sample results

(*All tests were conducted on treated water leaving the WTP unless otherwise noted)

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	January 16, 2020	Not Detected	mg/L	NO
Atrazine + N-dealkylated metabolites	January 16, 2020	0.00002	mg/L	NO
Azinphos-methyl	January 16, 2020	Not Detected	mg/L	NO
Benzene	January 16, 2020	Not Detected	mg/L	NO
Benzo(a)pyrene	January 16, 2020	Not Detected	mg/L	NO
Bromoxynil	January 16, 2020	Not Detected	mg/L	NO
Carbaryl	January 16, 2020	Not Detected	mg/L	NO
Carbofuran	January 16, 2020	Not Detected	mg/L	NO
Carbon Tetrachloride	January 16, 2020	Not Detected	mg/L	NO
Chlorpyrifos	January 16, 2020	Not Detected	mg/L	NO
Diazinon	January 16, 2020	Not Detected	mg/L	NO
Dicamba	January 16, 2020	Not Detected	mg/L	NO
1,2-Dichlorobenzene	January 16, 2020	Not Detected	mg/L	NO
1,4-Dichlorobenzene	January 16, 2020	Not Detected	mg/L	NO
1,2-Dichloroethane	January 16, 2020	Not Detected	mg/L	NO
1,1-Dichloroethylene (vinylidene chloride)	January 16, 2020	Not Detected	mg/L	NO
Dichloromethane	January 16, 2020	Not Detected	mg/L	NO
2-4 Dichlorophenol	January 16, 2020	Not Detected	mg/L	NO
2,4-Dichlorophenoxy acetic acid (2,4-D)	January 16, 2020	Not Detected	mg/L	NO
Diclofop-methyl	January 16, 2020	Not Detected	mg/L	NO
Dimethoate	January 16, 2020	Not Detected	mg/L	NO
Diquat	January 16, 2020	Not Detected	mg/L	NO
Diuron	January 16, 2020	Not Detected	mg/L	NO

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Glyphosate	January 16, 2020	Not Detected	mg/L	NO
Haloacetic Acids (HAA's) (Arva Reservoir)	January 14, 2020 April 2, 2020 July 17, 2020 October 19, 2020	Not Detected Not Detected 0.0063 0.0098	mg/L mg/L mg/L mg/L	NO
Haloacetic Acids (HAA's) (Arva Reservoir) Running Annual Average	2020	0.0040	mg/L	NO
Haloacetic Acids (HAA's) (Exeter-Hensall Monitoring Station #3)	January 14, 2020 April 2, 2020 July 17, 2020 October 19, 2020	0.0076 0.0183 0.0154 0.0178	mg/L mg/L mg/L mg/L	NO
Haloacetic Acids (HAA's) (Exeter-Hensall Monitoring Station #3) Running Annual Average	2020	0.0148	mg/L	NO
Haloacetic Acids (HAA's) (Komoka Mt-Brydges Monitoring Station #2)	January 14, 2020 April 2, 2020 July 17, 2020 October 19, 2020	Not Detected 0.0131 0.0074 0.0166	mg/L mg/L mg/L mg/L	NO
Haloacetic Acids (HAA's) (Komoka Mt-Brydges Monitoring Station #2) Running Annual Average	2020	0.0093	mg/L	NO
Haloacetic Acids (HAA's) (Strathroy-Caradoc Monitoring Station #2)	January 14, 2020 April 2, 2020 July 17, 2020 October 19, 2020	Not Detected 0.0056 0.0077 0.0065	mg/L mg/L mg/L mg/L	NO
Haloacetic Acids (HAA's) (Strathroy-Caradoc Monitoring Station #2) Running Annual Average	2020	0.0050	mg/L	NO
Malathion	January 16, 2020	Not Detected	mg/L	NO
2-Methyl-4-chlorophenoxyacetic	January 16, 2020	Not Detected	mg/L	NO

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
acid				
Metolachlor	January 16, 2020	0.00002	mg/L	NO
Metribuzin	January 16, 2020	Not Detected	mg/L	NO
Monochlorobenzene	January 16, 2020	Not Detected	mg/L	NO
Paraquat	January 16, 2020	Not Detected	mg/L	NO
Pentachlorophenol	January 16, 2020	Not Detected	mg/L	NO
Phorate	January 16, 2020	Not Detected	mg/L	NO
Picloram	January 16, 2020	Not Detected	mg/L	NO
Polychlorinated Biphenyls (PCB)	January 16, 2020	Not Detected	mg/L	NO
Prometryne	January 16, 2020	Not Detected	mg/L	NO
Simazine	January 16, 2020	Not Detected	mg/L	NO
Total Trihalomethanes (Arva Reservoir)	January 14, 2020	0.015	mg/L	NO
	April 2, 2020	0.022	mg/L	
	July 17, 2020	0.024	mg/L	
	October 19, 2020	0.026	mg/L	
Total Trihalomethanes (THMs) (Arva Reservoir) Running Annual Average	2020	0.022	mg/L	NO
Total Trihalomethanes (Exeter-Hensall Monitoring Station #3)	January 14, 2020	0.028	mg/L	NO
	April 2, 2020	0.034	mg/L	
	July 17, 2020	0.038	mg/L	
	October 19, 2020	0.053	mg/L	
Total Trihalomethanes (Exeter-Hensall Monitoring Station #3) Running Annual Average	2020	0.038	mg/L	NO
Total Trihalomethanes (Komoka Mt-Brydges Monitoring Station #2)	January 14, 2020	0.019	mg/L	NO
	April 2, 2020	0.027	mg/L	
	July 17, 2020	0.031	mg/L	
	October 19, 2020	0.035	mg/L	
Total Trihalomethanes (Komoka Mt-Brydges Monitoring Station #2) Running Annual Average	2020	0.028	mg/L	NO
Total Trihalomethanes (Strathroy-Caradoc Monitoring Station #2)	January 14, 2020	0.017	mg/L	NO
	April 2, 2020	0.024	mg/L	
	July 17, 2020	0.029	mg/L	
	October 19, 2020	0.030	mg/L	

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Total Trihalomethanes (Strathroy-Caradoc Monitoring Station #2) Running Annual Average	2020	0.025	mg/L	NO
Terbufos	January 16, 2020	Not Detected	mg/L	NO
Tetrachloroethylene	January 16, 2020	Not Detected	mg/L	NO
2,3,4,6- Tetrachlorophenol	January 16, 2020	Not Detected	mg/L	NO
Triallate	January 16, 2020	Not Detected	mg/L	NO
Trichloroethylene	January 16, 2020	Not Detected	mg/L	NO
2,4,6-Trichlorophenol	January 16, 2020	Not Detected	mg/L	NO
Trifluralin	January 16, 2020	Not Detected	mg/L	NO
Vinyl Chloride	January 16, 2020	Not Detected	mg/L	NO

NOTE: During 2020, no Inorganic or Organic parameter(s) exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

**Board of Directors Meeting Highlights
Held on February 18, 2021 at 8:30 AM
as a Virtual Meeting**



Let's Make 2021 Our Year

Friends, positive change is afoot! Public support for environmental responsibility is on the rise, hinting at a bright future for our industry.

In fact, according to recycling leaders surveyed in January, we have much to look forward to, including the following:

- 1. Commodity prices will recover.** Fiber prices are steadily increasing, and HDPE has hit record highs, noted David Smith, CEO at the National Waste and Recycling Association (NWRA).
- 2. Waste levels will normalize.** As people get vaccinated and daily life resumes more normalcy, said David Biderman, CEO at the Solid Waste Association of North America (SWANA).
- 3. Social concern will drive environmental change.** People who care about the environment are reinforcing the critical role of recycling in conservation and other areas, said Joe Pickard, chief economist at The Institute of Scrap Recycling Industries (ISRI).

Though COVID-19 will continue to impact waste and recycling in 2021 – especially in the first half of the year – the outlook further down the road is good.

OWMA Launches Grassroots Advocacy Tool for Waste Worker COVID-19 Vaccinations

We need your help to get front-line waste workers included in the priority distribution for the COVID vaccine. One of the strategies is to get our message to as many MPP's in Ontario.

To do this, OWMA has created a program to generate the email for you and identify who your MPP is.

- Click on the link: <https://www.bheard.ca/owma/>
- Enter your name & postal code, and click "Submit"
- Click on the "Email" icon

Once your email has opened up you have the option to personalize the content of the prewritten email.

Frontline Essential Waste Workers Eligible for Emergency Childcare

On Monday, January 25th, the Minister of Education announced that waste workers are now eligible for free emergency childcare in regions where students continue to learn remotely. This benefit took effect on Wednesday, January 27, 2021.

Ontario's Electrical and Electronic Equipment Regulation now in effect

On December 31, 2020, the Waste Electrical and Electronic Equipment Program operated by Ontario Electronic Stewardship ended. On January 1, 2021, Ontario's new Electrical and Electronic Equipment (EEE) Regulation came into effect. The regulation outlines a new framework where producers of information technology, telecommunications and audio-visual (ITT/AV) equipment are individually accountable and financially responsible for collecting and reusing, refurbishing or recycling their products when consumers are finished using them.

Authority approves Stewardship Ontario's Blue Box Program Wind-Up Plan with conditions

The Authority has approved Stewardship Ontario's (SO) Blue Box Program Transition and Stewardship Ontario Wind-Up Plan with conditions. The plan details how the Blue Box Program will be wound up by December 31, 2025 in order to transition it to Ontario's new extended or individual producer responsibility regulatory framework and outlines how SO itself will be dissolved soon after. Visit SO's website for information on the implementation of the wind-up plan.

Transitional Operating Agreement Amendment

The Operating Agreement is a key government oversight measure under the Resource Recovery and Circular Economy Act, 2016 which clarifies the role, governance and operations of RPRA.

The proposed amendments to the Operating Agreement will help ensure a transparent and effective oversight regime for producer responsibility in Ontario by:

- increasing ministerial oversight
- increasing industry input
- improving financial transparency
- defining and limiting RPRA's functions
- ensuring data privacy

The proposal will also address necessary administrative changes, which include:

- removing out-of-date and transitional provisions
- adding clarification
- improving operational flexibility

Draft Hazardous Waste Regulation Released

The Ministry of the Environment, Conservation & Parks (MECP) released its proposed producer responsibility regulation for Hazardous and Special Products (HSP), now known as the MHSW program. The draft regulation and proposal summary are posted here. The comment deadline is March 28, 2021.

The current Municipal Hazardous or Special Waste (MHSW) Program is scheduled to end on June 30, 2021. The new regulation, once approved, is expected to be fully in effect on July 1, 2021, and will create a new Hazardous and Special Products (HSP) producer responsibility program. The Resource Productivity and Recovery Authority (RPRA) will be responsible for overseeing the program, including compliance and enforcement activities related to the proposed regulation.

Bill 197 (Landfill Approvals) Update

Last year, the provincial government made it virtually impossible to build new landfills in Ontario with new approval requirements under Bill 197, The COVID-19 Economic Recovery Act. OWMA immediately denounced these changes and asked the government to eliminate the requirement for approval from adjacent municipalities, which infringes on municipal autonomy, increases waste, in October, forty-five municipalities representing over two million Ontarians have asked the Ontario government to amend Bill 197 and eliminate the development approval requirement provisions from adjacent municipalities. Former OWMA CEO Rob Cook has led outreach efforts to municipal councils, and OWMA has made lobbying the Ontario government for amendments to Bill 197 one of its strategic priorities for 2021.

OWMA Recommends Policies for Ontario's 2021 Budget

On February 5th, OWMA presented waste sector policy recommendations for Ontario's 2021 Budget to Stan Cho MPP (Parliamentary Assistant to the Minister of Finance), Associate Minister of Economic Development Prabmeet Sarkaria, and Amarjot Sandhu MPP (Chair of the Finance & Economic Affairs Committee). OWMA's recommendations focused on:

Fixing Ontario's EPR recycling regulations by increasing waste diversion targets and eliminating unnecessary exemptions

Reducing costs for waste facility operators by reforming Ontario's outdated Financial Assurance Guideline

Amending Bill 197, The COVID-19 Economic Recovery Act, 2020, to eliminate the development approval requirement provisions from adjacent municipalities, and protect municipal autonomy by ensuring 'host' municipalities have a say on new landfills within their jurisdiction.

The Canada Plastics Pact

The Canada Plastics Pact (CPP) is united behind a vision of a circular economy for plastic, in which plastics stay in the economy and out of the environment.

Canada is the tenth Plastics Pact in the Plastics Pact network, led by the Ellen McArthur Foundation. The Plastics Pact is a network of initiatives that bring together key stakeholders at the national or regional level to implement solutions towards a circular economy for plastics.

Coca-Cola To Debut 100 Percent Rpet Bottles In North America

Beverage producer, which has used 100 percent rPET overseas, will start rollout in California, Florida and the Northeast.

The Atlanta-based Coca-Cola Co. says several of its "trademark brands," including Coke, Diet Coke and Coke Zero Sugar, will debut a 13.2-ounce bottle made from 100-percent-recycled polyethylene terephthalate (rPET) plastic in the United States in February. The bottles will be available initially in California, Florida and select states in the Northeast, "with other sparkling beverage brands following this summer," the soft drinks producer says.

"Challenges around plastic packaging waste and recycling continue to be top of mind for our consumers, customers and our system," says Alpa Sutaria, vice president and general manager of sustainability for the company's North America operating unit. "Introducing 100-percent-recycled PET bottles is a big proof point of how recycling can help create a circular economy."

“On-the-go consumers have been telling us they want an option like this because it’s just the right amount for the ‘snacking’ occasion,” says Tammy Lee, a brand manager with Coca-Cola. “We believe this innovation delivers the double benefit of convenience and sustainability.”

The global company has introduced 100-percent-rPET bottles in other parts of the world, including in 2020 in Norway and the Netherlands in Europe. The U.S. is the 19th market to use bottles “made of recycled packaging,” says Coca-Cola.

In North America, Coca-Cola says it has additional plans for the use of rPET that include 20-ounce bottles to be used in California, New York and Texas starting in February; the debut of 100-percent-rPET Dasani and Smartwater water bottles in select states in March and July, respectively; and the launch of a 13.2-ounce fully rPET clear bottle for Sprite in select regions in February.

“All Sprite packaging will transition to clear packaging, which is easier to be recycled and remade into new bottles, by the end of 2022.”

Combined, the efforts represent a 20 percent reduction in Coca-Cola’s use of new plastic within its North American portfolio compared with 2018.

The company at times has been singled out by anti-plastic waste advocates as having its brand attached to considerable volumes of improperly discarded plastic packaging. The February announcement about the rPET bottles was met with skepticism by Washington-based Greenpeace.

“While transitioning to recycled content helps to eliminate the need for some new fossil fuel plastic, it does not do nearly enough to end the cycle of plastic production and pollution,” says Greenpeace USA Senior Plastics Campaigner Kate Melges. “Since the 1970s, these consumer goods giants have joined with the fossil fuel industry to use recycling as justification to continue relying on polluting plastics. If Coke wants to make real news, it should announce that it is finally ending its reliance on plastics altogether.”

The global company says, however, it is “closer to its World Without Waste goal of making bottles with 50 percent recycled content by 2030,” and Coca-Cola says more than 94 percent of its North American packaging is currently recyclable.

“While we still have a lot of work to do to reduce plastic waste, by educating consumers about recycling and the potential for plastic bottles to become new plastic bottles, we see this as a big move in the right direction,” Sutaria says.

To build awareness and encourage action, Sutaria says all of the Coca-Cola 100-percent-rPET package labels will include “Recycle Me Again” messaging. “Our packaging is our biggest, most visible billboard,” she remarks. “We’re using the power of our brands, leading with Coca-Cola, to educate, inspire and advance our sustainability priorities.”



Detroit Waste-To-Energy Plant To Cease Operations After Years Of Emissions Concerns, Regulatory Issues

The company must permanently shut down three boilers and pay a \$200,000 penalty for air emissions violations.

Detroit Renewable Power, based in downtown Detroit, will no longer be incinerating trash as part of an agreement with the state.

According to its website, Detroit Renewable Power was a waste-to-energy facility that received and processed up to 3,300 tons per day of municipal solid waste and “serve[d] as a critical part of the Detroit metro area’s waste-management system.” The electricity generated from the site was used to power residential and commercial properties around downtown Detroit.

Detroit Renewable Power, which opened in 1989, recently entered into an agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to resolve violations of air emissions and waste management regulations. Per the agreement, the company must permanently shut down three boilers and pay a \$200,000 penalty for air emissions violations. By agreeing to the action, the company isn’t forced to admit any violation of the law.

While its waste-to-energy operations will cease, the company is allowed to conduct temporary solid waste transfer operations at the site until the end of 2021.

Detroit Renewable Energy CEO Todd Grzech said in 2019 that the company would stop its waste-to-energy operations after persistent odors and emissions from the facility drew criticism from both residents and environmental groups. It was in spring of that year that its incinerator was permanently shut down. A 2014 consent judgment with the state mandated the company upgrade the incinerator to manage odors if it was to continue to be operational.

Grzech recently told The Detroit News that the company is contemplating a plan to end its 14-year lease of the city-owned site early and begin what is expected to be a two-year process to demolish the facility.

"We are looking at the beginning of demolition of that facility in a very short period of time. That would cover taking basically everything down to the ground."

Grzech estimated the cost of the demolition to be between \$2 million and \$3 million.

EREF Releases Analysis On National Landfill Tipping Fees For 2020

The Environmental Research & Education Foundation (EREF) released its “Analysis of MSW Landfill Tipping Fees: 2020” report Jan. 29. In the 2020 report, EREF obtained tipping fee information from 439 municipal solid waste (MSW) landfills across the U.S. These landfills were categorized as large, medium or small, depending on the accepted tonnage.

Of the landfills analyzed, the small landfills averaged 26,480 tons of incoming waste per year, medium landfills averaged 166,516 incoming tons per year, and large landfills averaged 809,455 incoming tons per year.

Small landfills accounted for the highest tipping fees for MSW (\$55.72 per ton) compared with medium landfills (\$50.87 per ton) and large landfills (\$53.43 per ton). The average MSW tipping fee across the country was \$53.72 per ton, which was a 3 percent decrease from 2019, when the average was \$55.36 per ton.

Marathon, Ont., To End Curbside Recycling Citing Cost

Curbside recycling in Marathon, Ont., is now a thing of the past, after the cost of the service went up by \$120,000 in 2021. (Heather Barrett/CBC)

There's no need to buy another box of blue bags if you live in Marathon, Ont., as town council voted this month to discontinue curbside pickup of recyclables.

It means the recycling program, which picked up plastics, metal and aluminum cans, cardboard and glass is now a thing of the past.



The reason for the cancellation is the cost. GFL Environmental, which was the contractor to pick up and ship the town's recyclables, increased its cost to the town by \$120,000 per year, meaning Marathon would pay about \$320,000 annually for its recyclables to be hauled away.

The town has a population of just under 3,300 people, with recycling costing about \$100 per person, annually.

"The cost of labour and the cost of logistics and transportation makes things very difficult," said Daryl Skworchinski, the CAO/Clerk in Marathon.

"Recycling, of course, is a good thing to do, but it only works economically when you have the factors in place."

Skwochinski said small and remote communities, like Marathon, situated halfway between Thunder Bay and Sault Ste. Marie don't have the economies of scale needed for an efficient recycling program.

He said GFL changed how it administers its recycling program, and instead of using a transport trailer to haul goods, now uses a series of smaller bins which require more hauling, as well as more bins, which are paid for by the town.

Skworchinski said the decision has divided people in town.

"There's certainly concerned residents who have environment top of mind, and rightly so, and want to see recycling continue in Marathon. And there's also the other side of the equation, where people say, 'I can't afford for my taxes to go up exponentially to support a program like recycling, that ultimately should be a provincial responsibility.'"

He wants the province to announce how a new set of rules, known as 'producer pays' will make recycling possible in smaller communities throughout Ontario. Those details are still trickling down from the province, he said.

In the meantime, the town hopes it will have a system in place by March to recycle aluminum and metal cans. Glass will also continue to be accepted at the waste transfer station and will be crushed, Skworchinski said.

Other materials, like hazardous waste, scrap metal, white metal as well as yard waste will continue to be collected by the town, he said.

New Analysis Shows Canada And U.S. Plastics Export Deal Violates Basel Convention

A new legal analysis published by the Center for International Environmental Law highlights major inconsistencies between Canada's legal obligations under the Basel Convention and an agreement the Canadian government has signed with the U.S.

The agreement allows plastic waste trade to continue without the transparency and accountability Canada agreed to under the Basel Convention

— a global treaty that aims to protect human health and the environment from hazardous wastes.



"The government has signalled it wants to tackle plastic pollution, spearheading the global Oceans Plastic Charter, ratifying recent amendments to the Basel Convention addressing plastic wastes, and proposing a ban on some non-essential single-use plastics," said Sabaa Khan, the David Suzuki Foundation's director general for Quebec and Atlantic Canada. "It must ensure Canada's waste-export arrangements comply with Basel Convention requirements and do not provide backdoor pathways for harmful plastic wastes to enter the global environment."

Recent amendments to the Basel Convention allow exports of clean, sorted, uncontaminated and unmixed plastic waste without prior notification or consent requirements. Enhanced controls are required for other plastic waste exports. But because the U.S. has never ratified the Basel Convention and does not regulate plastic waste exports, environmental groups are concerned that contaminated Canadian waste exported to the U.S. could be shipped to other countries without environmental controls — the type of scenario Basel is designed to prevent.

Environmental groups are also calling on the government to implement the proposed ban on non-essential single-use plastic items by end of year, as promised, and to move ahead with further measures to address plastic pollution in Canada.

To bring Canada into compliance with its legal obligations under the Basel Convention and reduce plastic waste pollution, environmental groups are calling on the government to:

1. Amend its arrangement with the United States to specify that it exclusively applies to non-hazardous plastic waste as specified under Annex IX of the Basel Convention.
2. Ratify the Basel Ban amendment, to ensure that absolutely no plastic waste from Canada is exported to non-OECD countries.
3. Confirm listing of "manufactured plastics" on Schedule 1 of CEPA, as the government proposed in October 2020, to enable regulatory action, and ban non-essential single-use plastics.
4. Expand the proposed "integrated management approach to plastic products" to address plastic waste trade:
 - a. Restrict the export of plastic waste categorized under Annex II of the Basel Convention for recycling or recovery purposes.
 - b. Subject all exports of plastic waste categorized under Annex II of the Basel Convention to the procedure of prior informed consent.

Province Announces Review Of Recycling And Waste Management

The province has launched a comprehensive review of waste management and recycling in Manitoba, including a public survey that has been posted on EngageMB.ca, Conservation and Climate Minister Sarah Guillemard announced today.

“We are excited at the possibilities this review will explore as we continue to look for options to improve waste diversion and recycling in Manitoba,” said Guillemard. “The intent is to improve programming and reduce the amount of waste heading to landfills.”

The existing approach to recycling and waste diversion has been in place for over a decade. With recent innovations and advancements in technology, this is an opportune time to reflect on current practices and to explore opportunities for strengthening waste management systems in order to divert even more waste from landfills, the minister noted. The products entering the marketplace and the technologies available to manage current and emerging waste streams are constantly evolving, and Manitoba’s approach to recycling and waste diversion needs to keep pace with this change.

The review will support a mandate to modernize the regulatory and programming frameworks for waste diversion and recycling and to drive innovation with the private sector and municipalities in Manitoba.

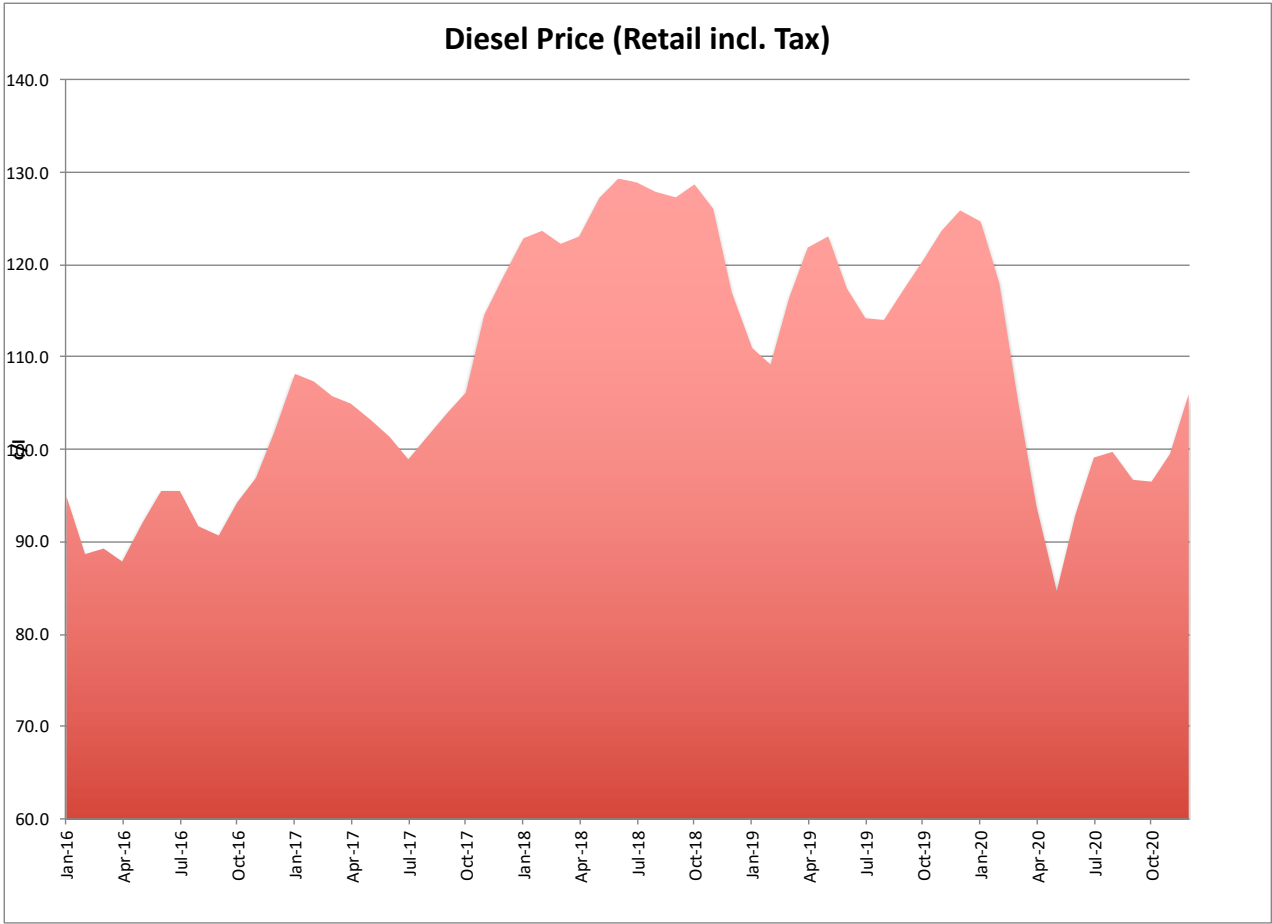
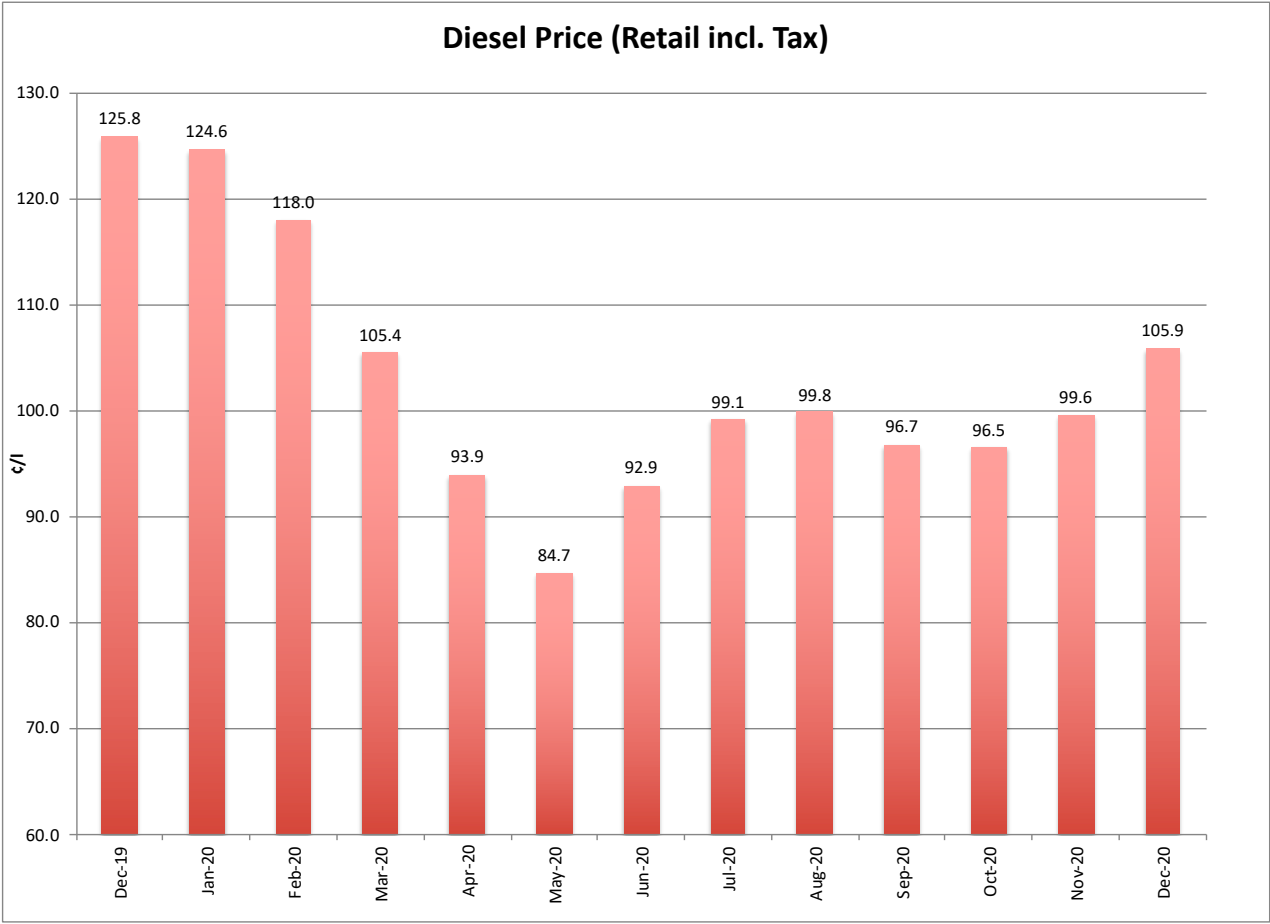
The review will include:

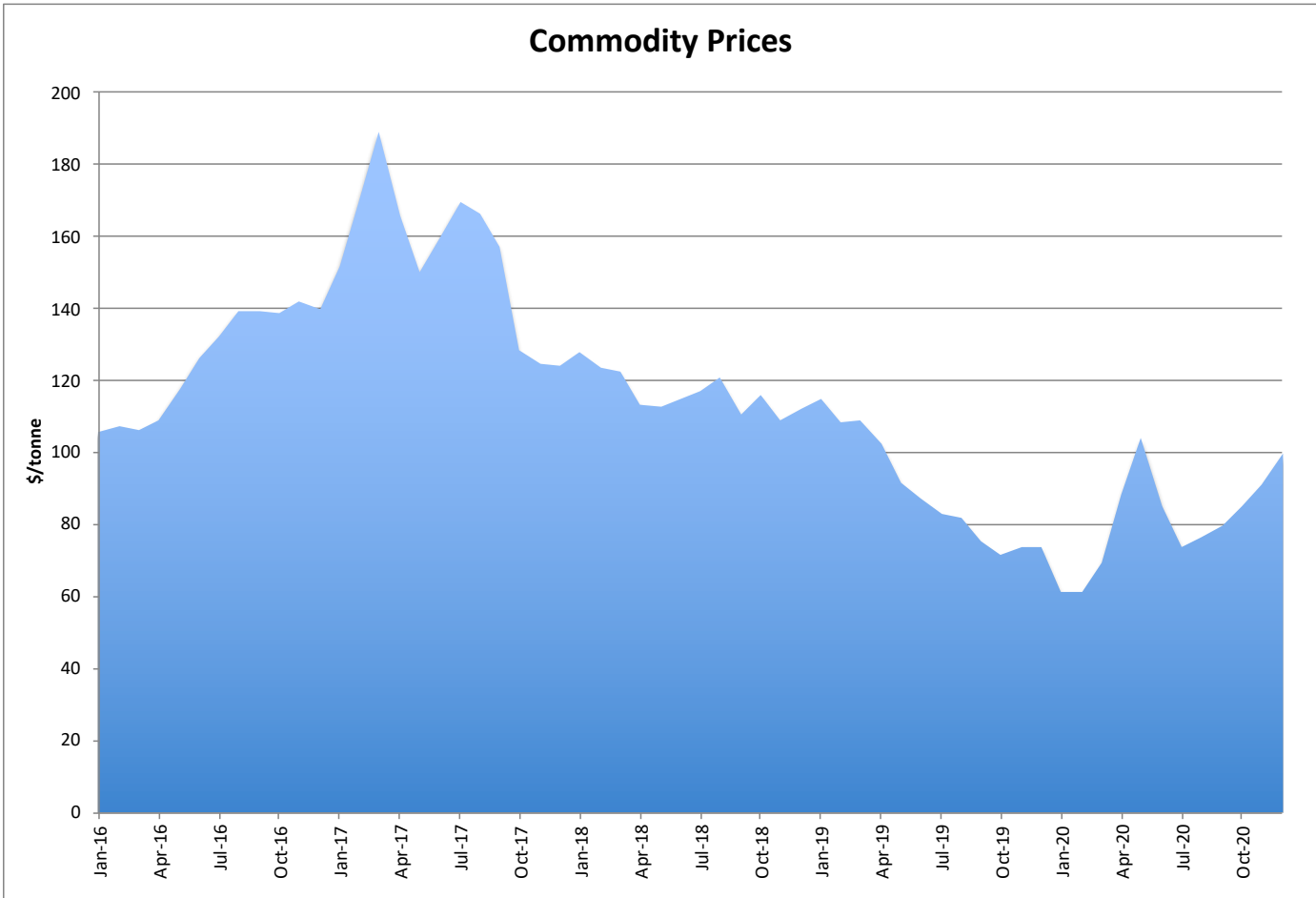
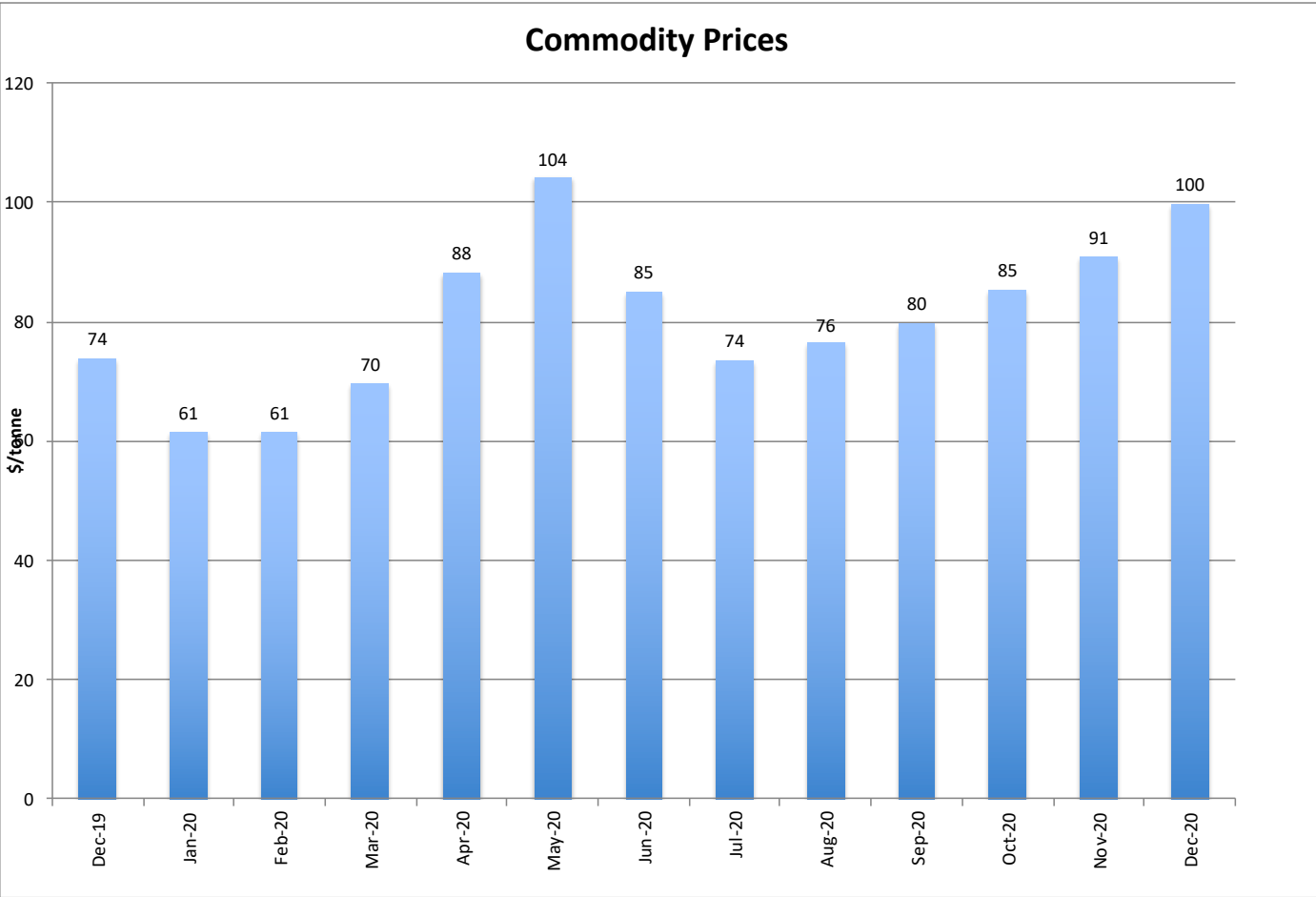
- a policy landscape and best practice scan;
- a regulatory review of the Waste Reduction and Prevention Act;
- an evaluation of Manitoba stewardship programs and the waste reduction and recycling support levy; and
- a stakeholder and public engagement to inform recommendations.

Manitoba has 12 industry-funded stewardship programs that provide recycling and safe disposal options for everyday products such as paper and packaging, batteries, tires and electronic waste, among others, Guillemard noted. An important part of the review will be to engage with and learn from the public, industry, municipalities and other waste management stakeholders.

A public survey has been launched and stakeholder workshops will be held to collect feedback and gain insights on how to improve the regulatory and programming frameworks for waste diversion and recycling in Manitoba. By harnessing innovation and working together, Manitoba can become the cleanest and greenest province in Canada, the minister said.

The public survey is available at <https://engagemb.ca/> and will be open to public input until Feb. 10. A final report is expected to be delivered to the Manitoba government later this spring, the minister added.





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

Sent: February 12, 2021 11:29 AM

To: Ann Wright <clerk@middlesexcentre.on.ca>; Cathy Saunders <csaunder@london.ca>; Ron Reymer <rreymer@lucanbiddulph.on.ca>; Tena Michiels <TMichiels@thamescentre.on.ca>

Subject: UTRCA Weekly - Cover Crop Research in the upper Medway watershed

Good morning,

The UTRCA has started a new weekly blog on its website to share about projects, announcements and other news happening in the watershed. The blogs are meant to be easy to read but informative and another way to keep people in the loop. Our first blog is about research being conducted in the upper Medway watershed.

The UTRCA's Conservation Services staff work with farmers across the watershed to help them implement a variety of agricultural best management practices. Since 2015, we've been working on a cover crop research project with approximately 20 landowners in the upper Medway Creek watershed, north of London. Thanks to new funding, we've been able to expand these efforts recently. For more information, please see the following article:

<http://thamesriver.on.ca/2021/02/02/cover-crop-research-utrca-weekly-february-2-2021/>

Please circulate to staff and council members who may be interested in this article.

Thank you,

Michelle



Michelle Viglianti

Administrative Assistant

1424 Clarke Road London, Ontario, N5V 5B9

519.451.2800 Ext. 222 | Fax: 519.451.1188

vigliantim@thamesriver.on.ca

From: Michelle Viglianti [<mailto:VigliantiM@thamesriver.on.ca>]
Sent: February 19, 2021 8:46 AM
To:
Subject: UTRCA Board of Directors Meeting Minutes - Posted

Good morning,

For your information, please find the approved minutes of the January 15th, 2021 UTRCA Special Board meeting and the January 26, 2021 UTRCA Board meeting at the following website:
<http://thamesriver.on.ca/board-agendas-minutes/>

If you have any questions regarding the minutes, reports, or have an issue accessing the documents on the website please don't hesitate to contact me.

Thank you,
Michelle Viglianti



Michelle Viglianti

Administrative Assistant

1424 Clarke Road London, Ontario, N5V 5B9
519.451.2800 Ext. 222 | Fax: 519.451.1188
vigliantim@thamesriver.on.ca



February 16, 2021

Hon. Stephen Lecce
Minister of Education
5th Floor
438 University Ave
Toronto, Ontario
M5G 2K8

Email: Stephen.lecce@pc.ola.org

Dear Minister Lecce:

Re: Municipal Support for the Thames Valley District School Board – Rural Education Task Force Recommendations

The Municipality of North Middlesex is a small rural municipality that has three Elementary Schools and One Secondary School within the Thames Valley District School Board jurisdiction. Our municipality has been working very closely with our School Trustees from this Board over the last several years ensuring our community continues to advocate to maintain and enhance the Rural and Northern Education funding model to keep our schools open. This is critical for municipalities such as ours to retain this additional rural funding stream as well as maintaining the moratorium on school consolidations and closures for the schools that qualify for this Rural and Northern Education Fund.

At the last regular meeting of our Council on February 3, 2021 – A number of recommendations were presented from the Rural Education Task Force through the Thames Valley District School Board in which our Council fully supported due to the direct impact this could have to our community should this funding stream not be maintained.

The following is the recommendations endorsed by our Council at that meeting:

“MOTION #032/2021

CORNELISSEN/NICHOL: That the Council of the Municipality of North Middlesex hereby advocate and support the following recommendations regarding Rural Education:

- 1. Maintaining and enhancing the Rural and Northern Education Fund (RNEF) funding model for rural and northern schools*
- 2. Maintaining the moratorium on school consolidations and closures for the schools that qualify/identified for the Rural and Northern Education Fund, in*

accordance with the Ministry of Education Draft Public Accommodation Guidelines

- 3. Strengthening of integrated local planning at the community level and to promote local planning conversations among school boards, municipalities and other relevant local partners to ensure ongoing communication and notification regarding possible school consolidations, closures, additions or new builds*
- 4. Provincial Policies for capacity planning and pupil accommodation reviews that formally recognize the importance and value to the community of rural and single school community schools.*

CARRIED”

We strongly urge the Provincial Government to support our Rural Municipalities and consider these recommendations and changes to applicable policies to ensure our schools remain viable and allow them to offer the best education possible for our students.

Respectfully,

Brian Ropp

Brian Ropp, Mayor
Municipality of North Middlesex

Cc: Chair Arlene Morell, Board of Trustees – Thames Valley District School Board
Monte McNaughton, M.P.P.
Lower Tier Municipalities – County of Middlesex



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

Tel: 705-746-4243/Fax: 705-746-7301

www.thearchipelago.on.ca

February 19, 2021

21-033

Moved by Councillor Manners
Seconded by Councillor Andrews

RE: Request that Minister Clark review the Municipal Elections Act and provide amendments to provide clearer, stronger wording to assist Municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list

WHEREAS the Township of The Archipelago recognizes that the current language in the Municipal Elections Act with regards to non-resident electors, is weak and ambiguous;

AND WHEREAS the Township of The Archipelago wishes to ensure the integrity of the election process;

NOW THEREFORE BE IT RESOLVED that Council of the Corporation of the Township of The Archipelago hereby request that the Minister of Municipal Affairs and Housing, the Honourable Steve Clark, initiate a review of the Municipal Elections Act and make amendments to provide such clearer, stronger wording, to assist Municipal Clerks in addressing issues related to non-resident electors, and to allow for a more definitive decision to be made when adding names to the voters' list;

AND FURTHER BE IT RESOLVED that Council of the Corporation of the Township of The Archipelago request that the Minister of Municipal Affairs and Housing, the Honourable Steve Clark, ensure that there is a clear and accessible way to enforce the rules described in the Municipal Elections Act;

AND FURTHER BE IT RESOLVED that this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, Norm Miller MPP, all Ontario Municipalities and the Association of Municipalities of Ontario.

Carried.



Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

www.townshipofperry.ca

February 19, 2021

Via Email: sylvia.jones@pc.ola.org

The Honourable Sylvia Jones
Solicitor General
18th Floor – 25 Grosvenor St.
Toronto, ON M7A 1Y6

Dear Solicitor General Jones,

RE: Community Safety & Well-Being Plan – Extension Request

Please be advised that at their last regular meeting on February 17, 2021, the Council of the Corporation of the Township of Perry supported the following resolution:

"Resolution #2021-67"

Moved by: Margaret Ann MacPhail
Seconded by: Paul Sowrey

Be it resolved that the Council of the Township of Perry hereby support the efforts being taken seeking an extension of the July 1, 2021 deadline to the Solicitor General for the submission of the Community Safety and Well-Being Plan.

Carried."

We appreciate your attention to this matter.

Sincerely,

Beth Morton
Clerk-Administrator

cc: Ministry of Community Safety and Correctional Services
All Ontario Municipalities

BM/ec

February 19, 2021

Mr. Graydon Smith, President
The Association of Municipalities of Ontario
200 University Ave., Suite 801
Toronto, Ontario M5H 3C6

Dear Mr. Smith:

Re: Closure of the Ontario Fire College in Gravenhurst

The Township of Tiny Council recently reviewed correspondence dated January 14, 2021, from the Office of the Fire Marshal regarding the pending closure of the Ontario Fire College in Gravenhurst, Ontario.

The Ontario Fire College provided fire service training to hundreds of municipal fire departments, like ours, who do not have the capacity or resources to provide their own in-house training for specialized programs.

Should the Office of the Fire Marshal continue to develop fire fighter training curriculum, municipalities will now bear the cost for its use and delivery. The alternative use of Regional Training Centres, for specialized training, will be at a significant cost to municipal fire departments, including room and boarding expenses.

With the closure of the Ontario Fire College and the lack of provincial or federal funding for volunteer fire departments for much needed training, it puts municipalities at risk.

We ask that reconsideration be given to the closure of the Ontario Fire College, at the very least, until a plan is in place to support municipalities with the resources and funding that is required to adequately train and support its fire fighters.

The Corporation of the Township of Tiny



George Cornell
Mayor

cc. The Hon. Sylvia Jones, Minister of Community Safety and Correctional Services
Ontario Municipalities
Jill Dunlop, MPP, Simcoe North



The Corporation of the Township of Strong

PO Box 1120 28 Municipal Lane
Sundridge, ON P0A 1Z0
705-384-5819 (p) 705-384-5892 (f)
www.strongtownship.com

February 25, 2021

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

Via Email: premier@ontario.ca

RE: Request that the Province of Ontario Reverse Decision to Close the Ontario Fire College Campus in Gravenhurst

Dear Premier Ford,

Please be advised that at their last regular meeting on February 23, 2021, the Council of the Corporation of the Township of Strong supported the following resolution:

“Resolution R2021-041

Moved By: Jeff McLaren Seconded by: Jody Baillie

WHEREAS the Ontario Fire College Campus has been in operation in Gravenhurst since 1958; and

WHEREAS the Ontario Fire College Campus is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College Campus has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College Campus has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS the Regional Training Centers are not all created equal and similar in function to the Ontario Fire College Campus; and

WHEREAS the Ontario Fire College Campus gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College Campus is the most cost-effective method for municipalities to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future; and

THEREFORE, BE IT RESOLVED THAT the Corporation of the Township of Strong hereby requests that the Province of Ontario reverse their decision to close the Ontario Fire College Campus in Gravenhurst as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario

Carried"

Your attention to this matter is greatly appreciated.

Sincerely,



Caitlin Haggart
Clerk Administrator

BM/ec

cc: Honourable Sylvia Jones, Ontario Solicitor General
Honourable Steve Clark, Minister of Municipal Affairs and Housing
Ontario Fire Marshal Jon Pegg
Ontario Fire College – Gravenhurst Campus
All Ontario Municipalities
Sundridge Strong Fire Chief Andrew Torrance



February 25, 2021

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Honourable Ford:

On February 23, 2021 Council for the Town of Mono passed the following resolution regarding the impending closure of the Ontario Fire College campus in Gravenhurst, Ontario.

Resolution #8-4-2021

Moved by Ralph Manktelow, Seconded by Sharon Martin

WHEREAS the Province of Ontario wishes to close the Ontario Fire College (OFC) located in Gravenhurst; and

WHEREAS the Ontario Fire College is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS many of our firefighters are volunteers who are on call 24/7/365 with day jobs and families that expect them to come home safely each and every time; and

WHEREAS municipalities are mandated to have fire departments, yet there is no provincial or federal funding for fire departments for much needed equipment and training; and

WHEREAS the Regional Training Centers are not all created equal and similar in function to the Ontario Fire College; and

WHEREAS the Ontario Fire College gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College is a cost-effective method for municipalities to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future.

THEREFORE BE IT RESOLVED THAT Council for the Town of Mono requests that the Province reverse their decision to close the Ontario Fire College as it is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents. If the Province chooses not to reverse its decision to close the Ontario Fire College, the Province should provide direct financial support to municipalities to offset the increase training costs of providing Provincially mandated fire fighting services.

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario.

"Carried"

Respectfully,

Fred Simpson
Clerk

cc: Hon. Sylvia Jones, Solicitor General & MPP Dufferin-Caledon
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Jon Pegg, Ontario Fire Marshal
All Ontario Municipalities



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

Tel: 705-746-4243/Fax: 705-746-7301

www.thearchipelago.on.ca

February 19, 2021

21-036

**Moved by Councillor Andrews
Seconded by Councillor Barton**

RE: Ontario Fire College – Planned Closure

WHEREAS Council has received a request for support of a resolution enacted by the Town of Parry Sound regarding the planned closure of the Ontario Fire College in Gravenhurst;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago supports the resolution enacted by the Town of Parry Sound, and hereby requests that the Province of Ontario reverse their decision to close the Ontario Fire College as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

FURTHER BE IT RESOLVED that a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Ontario Solicitor General; Norm Miller, Member of Parry Sound Muskoka; Jon Pegg, Ontario Fire Marshal, District of Parry Sound municipalities, ROMA, OSUM and AMO.

Carried.



Sent via Email

February 11, 2021

RE: TOWN OF GRAVENHURST RESOLUTION – ONTARIO FIRE COLLEGE

At the Town of Gravenhurst Committee of the Whole meeting held on February 9, 2021 the following resolution was passed:

**Moved by Councillor Lorenz
Seconded by Councillor Murray**

WHEREAS the site of the Ontario Fire College has been in institutional use since 1902 as the Muskoka Free Hospital for Consumptives and the site of many heritage buildings that require protection;

AND WHEREAS the Town of Gravenhurst has been home to the Ontario Fire College since 1957, providing world-class training and camaraderie to thousands of Firefighters from across the Province in a unique setting;

AND WHEREAS the Ontario Fire College has established the reputation to certify both Volunteer and Career firefighters in a cost effective manner, offering top-tier training to all Fire Departments in Ontario;

AND WHEREAS there is concern from several municipalities and firefighters across the Province that the closure is detrimental to their training and that downloading of training is simply too expensive for municipalities and not included in their 2021 budgets;

AND WHEREAS the Fire Marshal has a duty (F.P.P.A.S 9.2(e)) to operate and maintain a central fire college and that regional training facilities are unproven and the closure of the Ontario Fire College was implemented with no stakeholder consultation;

AND WHEREAS the community of Gravenhurst has benefitted from the employment opportunities that the Ontario Fire College has provided;

AND WHEREAS the closure of the facility will result in significant job losses and would be a detriment to the broader community;

THEREFORE BE IT RESOLVED THAT the Province of Ontario reconsider the closure of the Ontario Fire College;

AND THAT if the closure occurs, the facility and site in the Town of Gravenhurst be considered to be the location of a Regional Training Centre for Fire and Emergency Services, for all the people of Ontario;

AND THAT the Province engage the Town of Gravenhurst and community partners to use the site in a matter that fosters growth of the community in a responsible way;

AND FINALLY THAT this motion be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Sylvia Jones, Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, MPP Norm Miller, the Ontario Fire Marshal, Jon Pegg and all Ontario Municipalities.

CARRIED

Sincerely,



Kayla Thibeault
Director of Legislative Services / Clerk
Town of Gravenhurst



Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

www.townshipofperry.ca

February 19, 2021

Via Email

The Honourable Ahmed Hussen
Minister of Families, Children and Social Development
House of Commons
Ottawa, ON K1A 0A6

Dear Honourable Minister,

**RE: Support the Town of Carleton Place resolution that the
Government of Ontario Prioritize Children and Childcare as
part of its Post Pandemic Recovery Plan**

Please be advised that at their last regularly scheduled meeting on February 17, 2021, the Council of the Corporation of the Township of Perry supported the following resolution:

"Resolution #2021-71

Moved by: Paul Sowrey

Seconded by: Joe Lumley

Be it resolved that the Council of the Township of Perry supports the resolution from the Town of Carleton Place requesting the Government of Ontario to:

- 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 provides reflective of COVID-19 operating cost increases to ensure a safe reopening and long-term sustainability for the sector.*

Carried."

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bmorton'.

Beth Morton
Clerk-Administrator

BM/ec

cc: The Honourable Stephen Lecce, Minister of Education
MP Scott Aitchison, Parry Sound-Muskoka
MPP Norm Miller, Parry Sound-Muskoka
Stacey Blair, Clerk, Town of Carleton Place
All Ontario Municipalities


CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Martin LangRESOLUTION NO 56-2021SECONDED BY Lyle WARDEN

DATE February 16, 2021

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports the resolution passed by the Township of Guelph/Eramosa, attached hereto, and urges the Ministry of Government and Consumer Services to review the Municipal Freedom of Information and Protection of Privacy Act and consider the recommendations as presented by the Township of Guelph/Eramosa and furthermore that this resolution be forwarded to MPP Jim McDonell, Hon. Lisa Thompson, Minister of Government and Consumer Services, the Information and Privacy Commissioner of Ontario and all Ontario municipalities.

☒ CARRIED☐ DEFEATED☐ POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	___	___
Deputy Mayor Warden	___	___
Councillor Lang	___	___
Councillor Jaworski	___	___
Councillor McDonell	___	___



8348 Wellington Road 124
P.O. Box 700
Rockwood ON N0B 2K0
Tel: 519-856-9596
Fax: 519-856-2240
Toll Free: 1-800-267-1465

February 8, 2021

Ministry of Municipal Affairs and Housing

17th Floor, 777 Bay Street
Toronto, ON
M7A 2J3

Attention: The Hon. Steve Clark

Re: Advocacy for Reform – MFIPPA Legislation

At the Township of Guelph/Eramosa's Regular Meeting of Council held on Monday February 1, 2021, the following resolution was put forward and passed:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Department Report 21/03 regarding Advocacy for Reform – MFIPPA Legislation; and

That that the following motions be passed in support of a request to review and reform of the Municipal Freedom of Information and Protection of Privacy Act:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Township of Guelph/Eramosa, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

Jenni Spies
Deputy Clerk

Tel: 519-856-9596
jspies@get.on.ca

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in

requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;

6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

Please accept this for your information and any necessary action.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jenni Spies', with a stylized, cursive flourish.

Jenni Spies
Deputy Clerk

Cc. Ted Arnott, MPP Wellington-Halton Hills
Michael Chong, MP Wellington-Halton Hills
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks



La Corporation de la Municipalité de / The Corporation of the Municipality of
ST. CHARLES

C.P. / Box 70, 2 King Street East St.-Charles ON
Tel: 705-867-2032 Fax: 705-867-5789

P0M 2W0
www.stcharlesontario.ca

MOVED BY: Councillor Monica Loftus


SECONDED BY: Councillor Richard Lemieux

RESOLUTION NO. 2020-255

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution passed by the Municipality of Tweed on August 25, 2020 regarding Cannabis Production Facilities, the *Cannabis Act*, and Health Canada Guideline.

CARRIED

I, Tammy Godden, Clerk of the Municipality of St.-Charles, do certify the foregoing to be a true copy of Resolution No. 2020-255 passed in a Regular Meeting of Council of The Corporation of the Municipality of St.-Charles on the 9th day of December 2021.



Tammy Godden
Clerk
Municipality of St.-Charles

Dated this 22nd day of February 2021.

**Resolution No.**

343.

Title:

County of Hastings and County of Lennox & Addington

Date:

Tuesday, August 25, 2020

Moved by

J. Flieler

Seconded by

J. Palmateer

WHEREAS the Government of Canada passed the *Cannabis Act S.C. 2018, c. 16* legislation legalizing properties to grow a maximum of 4 plants without a licence; and

WHEREAS Health Canada issues licences for medicinal cannabis production that are specific to set properties without municipal consultation and regardless of land use zoning by-laws; and

WHEREAS pharmaceutical companies and industries are required to follow strict regulations and governing legislation to produce medicinal products including *Narcotic Control Regulations C.R.C., c. 1041* and *Controlled Drugs and Substances Act (Police Enforcement) Regulations SOR/9-234*; and

WHEREAS Municipalities are authorized under the *Planning Act, R.S.O. 1990, C. P 13* to pass a comprehensive zoning by-law that is in compliance with the appropriate County Official Plan which must be in compliance with the Provincial Policy Statement, Under *The Planning Act, 2020*; and

WHEREAS the Provincial Policy Statement, Official Plan and Zoning By-Law in effect for each area is designed to secure the long-term safety and best use of the land, water and other natural resources found in that area's natural landscape; and

WHEREAS the Municipality of Tweed has passed *Comprehensive Zoning By-Law 2012-30* and further amended it by the *Cannabis Production By-Law 2018-42*, limiting cannabis production facilities to rural industrial zoned lands with required setbacks from residential zoned properties; and

WHEREAS the Municipality of Tweed has not been consulted by Health Canada prior to the issuance of licences for properties not in compliance with the Municipal zoning by-laws for a cannabis production facility; and

WHEREAS the Province needs to amend legislation to establish a new Provincial Offence Act fine regime that creates an offence(s) when unlicensed cannabis operations break planning and environmental regulations, ignore Building Code requirements and build without a permit at a fine of at least \$100,000 per offence;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Tweed requests that immediate action be taken by all levels of government for medical cannabis licencing to follow similar regulations and guidelines as all other pharmaceutical industries;

AND FURTHER, that the Association of Municipalities of Ontario advocate with the Federation of Canadian Municipalities for advocacy to the Government of Canada for similar regulations and guidelines for medical cannabis licencing in alignment with other pharmaceutical industries;

AND FURTHER, that the distribution of medical cannabis be controlled through pharmacies in consistency of all other medications;

AND FURTHER, that Health Canada withhold licencing until the potential licence holder can provide evidence of acceptable zoning of the intended property in question;

AND FURTHER, that licenced locations be disclosed in advance to the municipalities hosting the licenced locations; and

AND FURTHER, that this resolution be circulated to the Prime Minister of Canada, Health Canada, the Premier of the Province of Ontario, the Minister of Municipal Affairs and Housing, the Ontario Provincial Police, the Association of Municipalities of Ontario, and all upper, lower and single tier municipalities within the Province of Ontario.

Carried

Defeated by a Tie

Defeated

Mayor

Jo Anne Allard



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 55-2021SECONDED BY Lyle WARDEN DATE February 16, 2021

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports the letter by the Township of South-West Oxford, attached hereto, in support of the use of Automatic Speed Enforcement (photo radar) by municipalities and that this resolution be sent to Premier Doug Ford, MPP Ernie Hardeman, AMO and all Ontario municipalities.

☒ CARRIED☐ DEFEATED☐ POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—



312915 Dereham Line
R. R. # 1, Mount Elgin, ON N0J 1N0
Phone: (519) 877-2702; (519) 485-0477;
Fax: (519) 485-2932
www.swox.org

January 11, 2021

Premier Doug Ford
Legislative Building, Queens Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Speeding on provincial, county and municipal roadways continues to put the lives of Ontarians at risk. While we have access to several tools to help mitigate speeding traffic, the one tool that is currently not fully available to us is Automatic Speed Enforcement (ASE) (aka Photo Radar). Over the past decade, in South West Oxford the vast majority of charges laid are for drivers travelling well in excess of the posted speed limit. The cost of providing police time for something that could be done through the use of technology is disturbing to our council. The Council feels that it would be far more effective to have police concentrate on other problems such as Break and Enters, illegal drugs and domestic problems.

We need a way to address the poor behaviours and habits that are putting our citizens at risk and tying up much needed first responder resources that could be better utilized to improve the well-being of our communities. Speeding, particularly through our small villages, creates community concerns for the safety and wellbeing of our children and other vulnerable members. We need your help.

In keeping with this The Council of the Township of South-West Oxford duly moved and carried the following resolution at the regular meeting held on January 5, 2021:

...RESOLVED that the Council of the Township of South-West Oxford provide direction to the Clerk to send a letter to the Premier, MPP Ernie Hardeman, AMO and all Ontario municipalities in support of the use of Automatic Speed Enforcement (photo radar) by municipalities.

Please help municipalities in the Province by passing the necessary regulations for municipalities to use ASE (if they choose) that will bring about the driving behavioural changes we need.

We look forward to your help with this issue.

Yours truly,

Mary Ellen Greb, CAO

c.c. AMO, Honourable Ernie Hardeman, Ontario Municipalities



February 18, 2021

In This Issue

- An opportunity to transform your meetings.
- Healthy Communities Initiative.
- Managing COVID-19 testing and vaccination appointments online - webinar.
- Have you seen the new Energy Planning Tool?
- Municipal Group Buying webinar: Fleet Upfitting options.
- LAS Blog: Joint and Several Liability & Rising Municipal Insurance Costs.
- Now booking Virtual Energy Training for Spring '21.
- Energy Savings Success in LTC facilities!
- Nominations for the David C. Onley Award for Leadership in Accessibility.
- Careers: Toronto & Region Conservation Authority, Georgina and Tiny.

AMO Matters

Looking to go electronic with your meetings? AMO's meeting management partner, eSCRIBE, is offering a no-commitment assessment of how your municipality can raise efficiency with your meetings and how you can leverage Municipal Modernization Program funding for eSCRIBE services.

Federal Matters

The Healthy Communities Initiative is a \$31 million dollar investment from the federal government to support a broad range of organizations, including municipal governments, for projects that help communities with safe and vibrant public spaces, improving mobility options and providing innovative digital solutions to connect people and improve health. Organizations can apply up until March 9, 2021.

Eye on Events

Municipalities and healthcare providers struggle to protect public safety while managing high volumes of COVID-19 testing and vaccination appointments. On February 25, eSolutionsGroup will discuss the challenges of handling unprecedented requirements and how Appointmentio can address the challenges while decreasing the administrative burden on staff. Register now.

LAS

The Energy Planning Tool helps you quickly and easily manage your energy portfolio, with automatic data entry for those buying electricity/natural gas through LAS. Complete your annual report in minutes instead of hours, and show your Council progress towards goals. Contact us to schedule a free web demo.

Municipalities require their fleets to do a lot of jobs. Now you can customize your trucks to meet your unique needs, and save time and money while doing it. [Join our webinar](#) February 24 at 10am to learn about NEW Fleet Upfitting options available through the [Municipal Group Buying Program](#). Check out our [Events](#) page for future bi-weekly webinars.

Is traditional joint and several liability insurance working for municipalities? Read more in the [LAS Blog](#) about other alternative options that should be available to struggling communities.

LAS offers safe and effective [Online Energy Training](#) sessions in partnership with Stephen Dixon. Book your spring session and learn how to save energy in a remote setting. IESO offers incentives up to 75%. Contact [Christian Tham](#) to learn about this exciting opportunity!

Our popular [Facility Lighting Service](#) has assisted several Long Term Care facilities to drastically cut energy use and save tens of thousands dollars in energy/maintenance costs. Read some of their stories in this informative [Case Study](#). Contact [Christian Tham](#) for a free proposal.

Municipal Wire*

Nominations are being accepted for the David C. Onley Award for Leadership in Accessibility. For more information on the awards and how to nominate an accessibility leader by February 26th, 2021, visit the Ontario [accessibility award website](#).

Careers

[Enforcement Officer, Enforcement and Compliance - Toronto and Region Conservation Authority \(TRCA\)](#). Number of Vacancies: 2. To apply to this posting, please visit [TRCA Employment Opportunities](#). Please submit your resume and cover letter quoting job posting TRCA-024-21 prior to midnight on February 26, 2021.

[Program Manager, Asset Management - Town of Georgina](#). Department: Operations and Infrastructure. Status: Temporary, Full Time (March 1, 2021 to March 1, 2023). Please submit a resume and cover letter, identifying the Job Title and ID# 2021.04T in the subject line. Please apply by visiting the Careers page - Current Opportunities on the [Town's website](#) by February 28, 2021 at 11:59 pm.

[Director of Finance/Treasurer - Township of Tiny](#). Reports to: Chief Administrative Officer. The Township is the most northerly township of Simcoe County in the Southern Georgian Bay region of Southern Ontario. Visit the [Township's website](#) for a detailed job description. Please apply by 12 noon, March 5, 2021 to: Township of

Tiny, 130 Balm Beach Rd. W., Tiny ON L0L 2J0; Attention: Human Resources Department; Email: humanresources@tiny.ca.

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

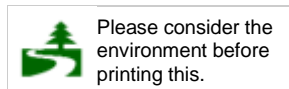
MEPCO Municipal Employer Pension Centre of Ontario

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.



Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
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February 25, 2021

In This Issue

- AMO launches redesigned website.
- Healthy Communities Initiative.
- AMO 2021: Keynote to explore cultural and economic climate change impacts.
- Register for AMO's Long-Term Care webinar.
- Managing COVID-19 testing and vaccination appointments online - webinar.
- EPT Spotlight: Regulation compliance.
- Group Buying Webinars - March 2021.
- Seizing the Hydrogen Opportunity - CHFCA webinar.
- Careers: AMO, OPS, The Nation, Amherstburg, Dutton Dunwich and Hamilton.

AMO Matters

AMO is very excited to announce the launch of our newly redesigned website. We believe you will find our refreshed site to be much more streamlined, mobile friendly and AODA compliant.

Federal Matters

The Healthy Communities Initiative is a \$31 million dollar investment from the federal government to support a broad range of organizations, including municipal governments, for projects that help communities with safe and vibrant public spaces, improving mobility options and providing innovative digital solutions to connect people and improve health. Organizations can apply up until March 9, 2021.

Eye on Events

AMO is proud to announce keynote speaker Sheila Watt-Cloutier on the social, cultural, and economic impacts of climate change and what that means for your communities.

Register today for AMO's free webinar on Municipal Long-Term Care Advocacy. It will take place on March 24, 2021 from 10:30 am - 12:00 pm.

Municipalities and healthcare providers struggle to protect public safety while managing high volumes of COVID-19 testing and vaccination appointments. On February 25, eSolutionsGroup will discuss the challenges of handling unprecedented requirements and how Appointio can address the challenges while decreasing the administrative burden on staff. Register now.

LAS

EPT Spotlight: Regulation Compliance. Keep all your utility data in one place, with built in forms to make provincial reporting for O.Reg 507/18 quick and easy. Energy tracking and reporting is complex, EPT makes it simple! [Contact us](#) to learn more.

The Group Buying Program webinar series continues! Join us on March 10 to hear about our new Survey Equipment category, and on March 24 for an update/refresh on the procurement rules behind cooperative purchasing. Missed a webinar? [Check out the video archives](#).

Municipal Wire*

Register today for the Canadian Hydrogen and Fuel Cell Association (CHFCA) webinar March 9 from 1 - 2:30 pm on "Seizing the Hydrogen Opportunity: Municipalities and the Future of Zero Emission Vehicles."

Careers

Program Analyst - Association of Municipalities of Ontario (AMO). Support best-in-class administration of vital infrastructure funds to municipalities with your strong data analysis and communications skills. Resumes should be submitted to careers@amo.on.ca by 4 p.m, March 17, 2021.

Director, Technology & Client Services - Ministry of the Solicitor General. Location: Ontario Provincial Police (OPP), Communications Technology & Services Bureau, Orillia. Duration: 1 Permanent. Please apply online, only, by Tuesday, March 9, 2021, by visiting [Ontario Public Service Careers](#). Please follow the instructions to submit your application.

Fire Chief/Health and Safety Coordinator - The Nation Municipality / Chef pompier/Coordonnateur santé et sécurité - La municipalité de La Nation. Position status: Full time, permanent. Requests for the detailed job description should be submitted via email to [Josée Brizard](mailto:Josée.Brizard@nationmun.ca), Chief Administrative Officer. Resumes will be accepted until March 11, 2021 at noon (12 p.m.) and should be addressed to Josée Brizard, Chief Administrative Officer, The Nation Municipality, 958 Route 500 West, Casselman, ON K0A 1M0 or email at jbrizard@nationmun.ca.

Manager, Financial Services/Deputy Treasurer - Town of Amherstburg. Reports to: Treasurer. Visit Amherstburg [Employment Opportunities](#) for a detailed job description. Applicants are invited to submit a resume no later than Friday, March 12, 2021 at 4:30 p.m. to resumes@amherstburg.ca.

Treasurer - Municipality of Dutton Dunwich. Reports to: Chief Administrative Officer/Clerk. Interested and qualified candidates are requested to submit a detailed resume and cover letter marked CONFIDENTIAL no later than 4:30 p.m., March 12, 2021: Kate Morreau, Human Resources. Email: kmorreau@duttondunwich.on.ca. Municipality of Dutton Dunwich, 199 Currie Road, Dutton ON N0L 1J0.

City Solicitor - City of Hamilton. Contribute to the City of Hamilton, one of Canada's largest cities – home to a diverse and strong economy, an active and inclusive community. Reports to: General Manager, Finance & Corporate Services. To explore this opportunity further in confidence, please contact amanda.bugatto@odgersberndtson.com or submit your resume and letter of interest online by March 19, 2021 at Odgers Berndtson Opportunities.

About AMO

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

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

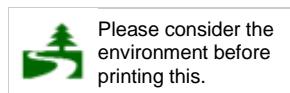
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February 17th, 2021

The Corporation of the Township of Lucan Biddulph Community Economic Development Committee Meeting Minutes

Present: Avery Greaves, Daniel Regan, Debbie Baines, Dan Forbes, Kelly Nixon, Jackie Martens, Peter Mastorakos, Sheila Hodgins, Cathy Burghardt-Jesson and Lisa deBoer.

Call To Order

The meeting was called to order at 6:30 p.m.

Declaration of Pecuniary Interest & Nature Thereof

None.

Approval of Minutes

Moved by: W. Hodgson

Seconded by: A. Greaves

That the CEDC minutes of September 30th, 2020 be approved as circulated.

CARRIED

Community Improvement Plan Project Update

L. deBoer provided a draft of the Community Improvement Plan and highlighted the proposed projects/funding areas. An Open House will be scheduled for mid-March and following that the Plan will be presented to Council for approval.

RED Grant Application

The 2021 Ontario Ministry of Agriculture and Rural Affairs released their Rural Economic Development Grant program intakes and the Township applied for two grants for Downtown Revitalization as well as for Market Street Revitalization. Approvals are expected by May 2021.

Shop Festive Weekend Results

In December 2020, a Shop Festive Weekend was initiated that involved participating businesses giving discounts as well as the CEDC provided a draw for a \$100 gift certificate. There were over 150 submissions from shoppers and plans for 2021 will be built upon the Lighting of Lights, Parade as well as a possible winter outdoor market similar to Kellogg's Market this past winter.

February 17th, 2021**Discover Lucan Biddulph Video Promotion**

In partnership with Visit Middlesex and the Federal Economic Development Agency/Ontario, the CEDC/Discover Lucan Biddulph created a small video showcasing some of our local businesses. The idea of the video is to promote residents/shoppers to share/like/follow local businesses on social media which is a great way for businesses to reach existing and new customers and to continue to support them for online or takeout during COVID restrictions. The Committee discussed creating another video in the next couple of months to feature more businesses with a THANK YOU theme. L. deBoer will work with the same videographer to complete this project.

Annual Review of the Strategic Plan

Committee members reviewed the Strategic Plan and it was noted that some of the action items are ongoing and/or delayed due to COVID-19.

2021 Projects/Ideas

The following ideas were discussed:

- a. Staycation Local Residents Promotion – Shop/Visit Discounts
- b. Concert Series
- c. Movie Nights at the Park

Other Discussion:

The Committee members discussed Baconfest 2021 and Lighting of Lights opportunities.

Next Meeting

March 24th, May 12th, July 14th, September 15th and November 17th.

Adjournment

The meeting was adjourned at 8:05pm.

Lucan Biddulph Fire Area Board
February 11th, 2021

LUCAN-BIDDULPH FIRE AREA BOARD

Present: Chief, Ron deBrouwer
Deputy Chief, Tim Shipley
Township of Lucan Biddulph, Cathy Burghardt-Jesson
Daniel Regan
David Goddard

Also Present: Secretary-Treasurer, Ron Reymer

Call to Order

Chairman Goddard called the meeting to order at 4:03 p.m. The meeting was held virtually using the Zoom app.

Disclosure of Pecuniary Interest & Nature Thereof

None

I/ Minutes

Moved by C. Burghardt-Jesson

Seconded by D. Regan

Resolved that the minutes of the November 19th, 2020 meeting be adopted, as circulated.

CARRIED

Fire Chief's Report

Chief Ron deBrouwer's report was reviewed at this time.

The call volume was down by approximately 50% during this last period.

The Chief has been asked to participate with eight other Fire Chiefs in Ontario in a Community Risk Assessment pilot program. It was noted that Lucan Biddulph should hold off on doing our 5yr risk assessment review for at least a couple of months so as not to duplicate any work.

The inventory of existing and proposed three story or more residential buildings in the fire area now warrants the need for a ladder truck. The Board reviewed long-term capital funding in relation to the proposal for a combination ladder/pumper truck.

The smallest ladder pumper truck will not fit into the existing fire hall so not only will Lucan Biddulph need to fund a ladder/pumper truck, but we'll also be facing the cost of a new Fire Hall. Estimated cost of a new ladder/pumper is \$1.2m while a new hall would be a further \$2.5m (\$4m if a new fire hall is combined with a new ambulance station). It was noted that these are very large dollar items that require substantial planning years in advance.

Lucan Biddulph Fire Area Board
February 11th, 2021

A general discussion was had in regards to whether or not a Fire Services Master Plan is warranted. This master plan would look at all things fire services related within Lucan Biddulph so quite possibly the Biddulph-Blanshard Fire Area should be included in this study. It was noted that the Township of Lucan Biddulph funds 51% of the Biddulph-Blanshard Fire Area Board. This report would require Township Council approval (and funding).

2/ Fire Chief's Report

Moved by D. Regan

Seconded by C. Burghardt-Jesson

That the Lucan Biddulph Fire Area Board receive the Fire Chief's report regarding Long Term Capital Funding.

CARRIED

Treasurer's Report

At this time the list of expenditures was reviewed.

3/ Expenditures As Paid

Moved by C. Burghardt-Jesson

Seconded by D. Regan

Resolved that the Lucan Biddulph Fire Area approve payment of the attached lists of payables totalling \$86,948.95 as paid.

CARRIED

Mr. Reymer reviewed the 2020 year-end unaudited financial statements.

The Chief and Secretary-Treasurer reviewed the 2021 draft budget at this time. It was noted that the amount funded by the Township is being increased by 5%. It was noted that a number of our municipal neighbours are seeing a large increase in insurance premiums.

It was also noted that a large capital increase is imminent (possible ladder/pumper purchase and new fire hall to accommodate the larger vehicle) however it was felt that a Fire Services Master Plan should be the first step in that direction.

Mr. Reymer was instructed to determine if a Fire Services Master Plan can be funded from Lucan Biddulph's Development Charges Fund. The estimated cost of such a plan would be in the \$30,000 - \$50,000 range.

4/ 2021 Wages

Moved by C. Burghardt-Jesson

Seconded by D. Regan

Resolved that the following wage rates be approved for 2021:

<i>Fire Chief</i>	<i>\$12,120</i>
<i>Deputy Chief</i>	<i>\$ 3,030</i>

Lucan Biddulph Fire Area Board
February 11th, 2021

Captain	\$ 1,414	
Training Officer	\$ 1,010	
Rate per fire fighting hour	\$ 32.19/hr	
Practice	\$ 25	
Practice Bonus for at least 75% attendance	\$700	
Secretary-Treasurer	\$600	
Meeting Rate (per meeting)	\$100	
		CARRIED

5/ 2021 Budget
Moved by D. Regan
Seconded by C. Burghardt-Jesson
That the 2021 budget showing total revenues and expenses of \$224,640 be adopted and recommended to Council for approval.

CARRIED

Other Business

6/ Fire Services Master Plan
Moved by C. Burghardt-Jesson
Seconded by D. Regan
Resolved that the Lucan Biddulph Fire Area Board recommend to Council that they consider undertaking a Fire Services Master Plan with possible funding from the Development Charges Fund or efficiency monies.

CARRIED

At this time there were a number of questions in regards to how the department is handling Covid-19 screening as well as how the fire fighters are managing during the pandemic. Chief deBrouwer reported that he is satisfied with the current system and the fire fighters seem to be, generally, in good spirits.

7/ Adjournment
Moved by D. Regan
Seconded by C. Burghardt-Jesson
Resolved that the meeting be adjourned at 5:35 p.m.

CARRIED

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
Fund: 06 LUCAN BIDDULPH FIRE BOARD							
Category: 0???							
0030 OTHERMUNICIPALGRANTS							
Revenue							
06-0030-4025	LEVY - LUCAN BIDDULPH	155,423.00	155,423.00	163,194.00	163,194.00		171,354.00
06-0030-4030	LEVY - NORTH MIDDLESEX	8,969.00	8,969.00	9,126.00	9,126.00		9,286.00
Total Revenue		164,392.00	164,392.00	172,320.00	172,320.00		180,640.00
Dept Excess Revenue Over (Under) Expenditures		164,392.00	164,392.00	172,320.00	172,320.00		180,640.00
0045 USERFEES							
Revenue							
06-0045-4545	MTO CALLS	5,724.00	10,000.00	8,002.50	10,000.00		8,000.00
06-0045-4546	FIRE MARQUE	0.00	0.00	0.00	0.00		0.00
Total Revenue		5,724.00	10,000.00	8,002.50	10,000.00		8,000.00
Dept Excess Revenue Over (Under) Expenditures		5,724.00	10,000.00	8,002.50	10,000.00		8,000.00
0080 OTHERREVENUE							
Revenue							
06-0080-4050	DONATIONS	8,422.80	0.00	13,421.07	0.00		0.00
06-0080-4505	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00		0.00
06-0080-4520	TRANSFER FROM DEV. CHARG	29,772.22	0.00	0.00	0.00		0.00
06-0080-4531	BANKINTEREST	3,988.82	1,300.00	1,171.39	3,000.00		1,000.00
06-0080-4532	INTEREST - RESERVES	175.03	0.00	465.80	0.00		0.00
06-0080-4535	MISCELLANEOUS	3,300.31	0.00	0.00	0.00		0.00
06-0080-4547	Insurance- Accident Claims	8,495.00	0.00	0.00	0.00		0.00
06-0080-4700	TRANSFER FROM RESERVES	0.00	25,000.00	0.00	30,000.00		35,000.00
Total Revenue		54,154.18	26,300.00	15,058.26	33,000.00		36,000.00
Dept Excess Revenue Over (Under) Expenditures		54,154.18	26,300.00	15,058.26	33,000.00		36,000.00
Category Excess Revenue Over (Under) Expenditures		224,270.18	200,692.00	195,380.76	215,320.00		224,640.00

Category: 2???

2010 FIRE

Expense							
06-2010-5010	SALARIES	77,913.92	70,000.00	75,837.83	71,330.00		80,000.00
06-2010-5050	HEAT	1,409.23	2,000.00	1,531.30	2,000.00		1,800.00
06-2010-5055	HYDRO	1,382.56	2,500.00	1,589.38	2,500.00		2,000.00
06-2010-5056	WATER/SEWER	987.07	1,000.00	980.93	1,000.00		1,000.00
06-2010-5060	TELEPHONE	959.78	1,600.00	2,263.47	1,600.00		2,200.00
06-2010-5070	AUDIT	250.00	250.00	250.00	250.00		250.00
06-2010-5090	INSURANCE	10,168.15	10,000.00	9,445.68	10,000.00		10,000.00
06-2010-5100	SUPPLIES/MNTC. EQUIPMENT	14,227.67	3,500.00	4,412.68	3,500.00		4,000.00
06-2010-5160	SUPPLIES/MNTC. BUILDING	1,686.76	1,000.00	302.21	1,500.00		1,500.00
06-2010-5190	MEMBERSHIPS	518.98	700.00	259.49	700.00		500.00
06-2010-5215	TRAINING & CONFERENCES	1,243.46	7,000.00	740.54	7,000.00		7,200.00
06-2010-5217	EQUIPMENT CERTIFICATIONS	4,827.11	2,600.00	2,819.76	3,500.00		3,500.00
06-2010-5218	MEETINGS & TRAVEL	921.90	3,000.00	146.88	3,000.00		2,500.00
06-2010-5219	MTO PHYSICALS	0.00	0.00	335.00	1,500.00		1,000.00

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
06-2010-5260	FIRE INSPECTOR	0.00	0.00	2,627.32	6,750.00		3,500.00
06-2010-5400	MISC.EXPENSE	2,973.90	450.00	503.18	450.00		500.00
06-2010-5535	WSIB/CPP EXPENSE	9,744.49	6,600.00	6,525.36	8,500.00		8,500.00
06-2010-6000	VEHICLE REPAIRS & MAINTEN	6,946.32	4,000.00	9,041.76	5,000.00		5,000.00
06-2010-6001	ADM. EXPENSE ALLOCATION	1,040.00	1,040.00	1,060.00	1,060.00		1,070.00
06-2010-6090	RADIO CONTRACTS & MAINTEN	3,828.36	3,500.00	4,144.79	3,500.00		5,000.00
06-2010-6190	FUEL	1,183.62	2,000.00	1,729.04	2,000.00		2,000.00
06-2010-9340	CAPITAL PURCHASES	0.00	25,000.00	69,483.60	30,000.00		35,000.00
06-2010-9500	DRA - UFCO	(11,199.40)	0.00	0.00	0.00		0.00
Total Expense		131,013.88	147,740.00	196,030.20	166,640.00		178,020.00
Dept Excess Revenue Over (Under) Expenditures		(131,013.88)	(147,740.00)	(196,030.20)	(166,640.00)		(178,020.00)
Category Excess Revenue Over (Under) Expenditures		(131,013.88)	(147,740.00)	(196,030.20)	(166,640.00)		(178,020.00)
Category: 9???							
9000 RESERVES							
Expense							
06-9000-7500	TRANSFER TO RESERVES	28,753.54	52,952.00	465.80	48,680.00		46,620.00
Total Expense		28,753.54	52,952.00	465.80	48,680.00		46,620.00
Dept Excess Revenue Over (Under) Expenditures		(28,753.54)	(52,952.00)	(465.80)	(48,680.00)		(46,620.00)
9070 DEPRECIATION EXPENSE							
Expense							
06-9070-9000	DEPRECIATION EXPENSE	64,502.76	0.00	0.00	0.00		0.00
Total Expense		64,502.76	0.00	0.00	0.00		0.00
Dept Excess Revenue Over (Under) Expenditures		(64,502.76)	0.00	0.00	0.00		0.00
Category Excess Revenue Over (Under) Expenditures		(93,256.30)	(52,952.00)	(465.80)	(48,680.00)		(46,620.00)

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
REPORT SUMMARY							
06-0030	OTHERMUNICIPALGRANTS	164,392.00	164,392.00	172,320.00	172,320.00		180,640.00
06-0045	USERFEES	5,724.00	10,000.00	8,002.50	10,000.00		8,000.00
06-0080	OTHERREVENUE	54,154.18	26,300.00	15,058.26	33,000.00		36,000.00
Fund 06 Total Revenue		224,270.18	200,692.00	195,380.76	215,320.00		224,640.00
06-2010	FIRE	131,013.88	147,740.00	196,030.20	166,640.00		178,020.00
06-9000	RESERVES	28,753.54	52,952.00	465.80	48,680.00		46,620.00
06-9070	DEPRECIATION EXPENSE	64,502.76	0.00	0.00	0.00		0.00
Fund 06 Total Expenditure		224,270.18	200,692.00	196,496.00	215,320.00		224,640.00
Fund 06 Excess Revenue Over (Under) Expenditures		0.00	0.00	(1,115.24)	0.00		0.00
Report Total Revenue		224,270.18	200,692.00	195,380.76	215,320.00		224,640.00
Report Total Expenditure		224,270.18	200,692.00	196,496.00	215,320.00		224,640.00
Report Excess Revenue Over (Under) Expenditures		0.00	0.00	(1,115.24)	0.00		0.00

The Biddulph Blanshard Fire Board

Minutes

February 18th, 2021

A meeting of the Biddulph Blanshard Fire Board was held virtually via Zoom on this date at 7:00 p.m.

Present: Fire Chief Steve Toews, Deputy Fire Chief Mike Fletcher,
Robert C. Wilhelm, Cathy Burghardt-Jesson, Alex Westman, Sam Corriveau and
Norm Bilyea.

Also Present: Ron Reymer, Secretary-Treasurer.

Call to Order

Chair C. Burghardt-Jesson called the virtual meeting to order at 7:00 p.m. The virtual meeting format was necessary due to the COVID-19 pandemic.

Disclosure of Pecuniary Interest & Nature Thereof

None

1/Minutes

Moved by A. Westman

Seconded by N. Bilyea

RESOLVED: That the minutes of the meeting held on November 26th, 2020 be adopted as circulated.

CARRIED

Treasurer's Report:

Secretary-Treasurer Ron Reymer reviewed the list of accounts as paid since the last regular meeting.

2/ Accounts as Paid

Moved by S. Corriveau

Seconded by R. Wilhelm

RESOLVED: That the Biddulph Blanshard Fire Board approve the following as paid accounts:

Township General Account via cheque & online \$25,720.39

Biddulph-Blanshard Fire Account via cheque \$55,315.85

Biddulph-Blanshard Fire Account – online \$ 2,893.74

Total \$ 83,929.98

CARRIED

At this time the Chief and Secretary-Treasurer reviewed the unaudited 2020 financial statements showing budget to actual and another favourable year. Mr. Corriveau inquired as to the status of Fire Radios. Mr. Wilhelm commented that the City of Stratford's system was not up to standards so Perth County was putting together a Request for Proposal (RFP) for a new radio system. Chief Toews noted that Biddulph-Blanshard's contribution is expected to be in the \$8,000-\$9,000 range.

At this time the Board reviewed the draft 2021 budget numbers showing a 5% increase in the levies paid by Lucan Biddulph and Perth South. A lengthy discussion was held with regards to insurance, wages and contributions to the reserve account.

Mr. Reymer noted the current balance in the reserve account is \$322,939.72 but does not take into account the 2020 contribution which is estimated to be approximately \$65,000 but will be verified by the Auditor during the annual financial audit.

3/ Adopt 2021 Budget

Moved by R. Wilhelm

Seconded by S. Corriveau

Resolved that the attached 2021 budget for the Biddulph Blanshard Fire Area be adopted and recommended to both the Council of the Township of Lucan Biddulph and the Council for the Municipality of Perth South for formal approval.

CARRIED

At this time a general discussion was had in regards to the review of the department's Capital Expenditure Forecast. It was noted that the amounts being contributed annually to the reserve account are not enough to cover the major replacement costs of our current fleet of vehicles and equipment.

4/ Increase in Annual Levies

Moved by R. Wilhelm

Seconded by S. Corriveau

Resolved that the Biddulph-Blanshard Fire Area Board request that municipal levies be increased at a rate of 10% per year instead of the current 5% per year beginning in 2022.

CARRIED

Chief's Report

Deputy Chief Fletcher reviewed the call-outs since the last regular meeting of the Board. Call numbers are way down due to Covid-19 lockdown restrictions.

Chief Toews reported that the department had two fire fighters out with possible Covid-19 infections since the last Fire Board meeting but there was no contact with other fire fighters so it was quickly contained. Both fire fighters have recovered/tested negative and have returned to active duty with no issues.

It was noted that this department hasn't had weekly training through this last pandemic lockdown period. The current plan is to return to regular weekly practices the end of February once the Middlesex-London Health Unit area returns to the "Orange" category.

Chief Toews noted that the roof needs some maintenance i.e. re-screwed and a fresh coat of paint. The training room also needs some sprucing up such with a new coat of paint. Mr. Westman commented that it appears we have an ice build-up on the roof that should be looked at. The department is looking into a new "jaws of life" set that would operate cordlessly (approximately \$12,000).

There were many questions surrounding Covid-19 vaccinations such as when will the firefighters be eligible to receive them? Can/should we mandate that all firefighters get the vaccine? This is an area where there are lot of questions with no real answers as of yet.

5/ Chief's Report

Moved by A. Westman

Seconded by N. Bilyea

Resolved that the Chief's verbal report be received.

CARRIED

Other Business

Chair Burghardt-Jesson reported that the Lucan Biddulph Fire Area Board held their meeting last week and are suggesting that a Fire Services Master Plan is in order. The Village of Lucan is experiencing a great deal of growth and Chief deBrouwer is suggesting that a combination ladder/pumper will be needed in the future. Unfortunately, the smallest ladder/pumper combination will be too big to fit in the current fire hall. It was suggested that now might be an opportune time to properly look at Fire Services. It was also suggested that funding for such a study could come from Development Charges or from remaining efficiency monies.

Mr. Wilhelm requested the Secretary-Treasurer to contact the Perth South CAO to further discuss a possible Request for Proposal (RFP) for this master services plan as this is likely something that Perth South will be interested in as well.

Mr. Bilyea noted that Biddulph-Blanshard doesn't really share the same "growth" issues in our area that Lucan is experiencing. Our department is run pretty efficiently and wondered whether the money spent on such a study couldn't be better spent on something else in the department.

6/ Fire Services Master Plan

Moved by R. Wilhelm

Seconded by A. Westman

Resolved that the Biddulph-Blanshard Fire Area Board recommend to Council that they consider undertaking a Fire Services Master Plan with possible funding from the Development Charges Fund or efficiency monies.

CARRIED

Mr. Reymer noted that while the members of the Fire Area Board who are also members of municipal Council received workplace violence and harassment training through their Council affiliation, the public appointee is still required to complete this training. That training can be done at the same time as the training is given to the fire department personnel. It was noted that the in-person training is suspended until the Covid-19 pandemic rules will permit.

7/ Adjournment

Moved by S. Corriveau

Seconded by A. Westman

RESOLVED that the Board meeting be adjourned at 8:54pm.

CARRIED

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
Fund: 05 BIDDULPH BLANSHARD FIRE BOARD							
Category: 0???							
0030 OTHERMUNICIPALGRANTS							
Revenue							
05-0030-4025	LEVY - LUCAN BIDDULPH	90,566.00	90,566.00	95,094.00	93,283.00		99,849.00
05-0030-4035	LEVY - PERTH SOUTH	30.00	86,996.00	91,345.00	90,484.00		95,912.00
Total Revenue		90,596.00	177,562.00	186,439.00	183,767.00		195,761.00
Dept Excess Revenue Over (Under) Expenditures		90,596.00	177,562.00	186,439.00	183,767.00		195,761.00
0045 USERFEES							
Revenue							
05-0045-4285	MTOCALLS	18,495.73	0.00	0.00	0.00		0.00
05-0045-4286	FIRE MARQUE	0.00	0.00	0.00	0.00		0.00
Total Revenue		18,495.73	0.00	0.00	0.00		0.00
Dept Excess Revenue Over (Under) Expenditures		18,495.73	0.00	0.00	0.00		0.00
0080 OTHERREVENUE							
Revenue							
05-0080-4050	DONATIONS	0.00	0.00	0.00	0.00		0.00
05-0080-4531	INTEREST-BANK	1,086.33	650.00	692.15	600.00		600.00
05-0080-4532	INTEREST-RESERVES	5,037.66	3,000.00	2,490.43	2,500.00		0.00
05-0080-4535	MISCELLANEOUS	3,046.71	0.00	(4.00)	0.00		0.00
05-0080-4550	FIRE MINORITY INTEREST	(13,591.43)	0.00	0.00	0.00		0.00
05-0080-4700	TRANSFER FROM RESERVES	3,510.87	75,000.00	0.00	30,000.00		30,000.00
Total Revenue		(909.86)	78,650.00	3,178.58	33,100.00		30,600.00
Dept Excess Revenue Over (Under) Expenditures		(909.86)	78,650.00	3,178.58	33,100.00		30,600.00
Category Excess Revenue Over (Under) Expenditures		108,181.87	256,212.00	189,617.58	216,867.00		226,361.00
Category: 2???							
2010 FIRE							
Expense							
05-2010-5030	SALARY-FIRE	45,789.28	46,000.00	54,970.62	48,078.74		57,219.00
05-2010-5031	MINORITY INTEREST-PAYROLL	(27,488.20)	0.00	0.00	0.00		0.00
05-2010-5050	HEAT	1,766.09	2,000.00	1,583.93	2,000.00		2,000.00
05-2010-5055	HYDRO	2,523.11	3,000.00	2,002.11	3,000.00		2,500.00
05-2010-5056	WATER/SEWER	790.32	1,400.00	795.12	1,200.00		1,000.00
05-2010-5060	TELEPHONE	492.97	1,200.00	492.22	1,000.00		500.00
05-2010-5070	AUDIT	250.00	250.00	250.00	250.00		250.00
05-2010-5090	INSURANCE	6,903.61	7,000.00	6,953.00	7,000.00		7,000.00
05-2010-5100	SUPPLIES/MATERIALS	6,768.08	9,000.00	7,587.11	9,000.00		9,000.00
05-2010-5160	R&M-EQUIPMENT	2,051.96	5,000.00	7,062.90	5,000.00		5,000.00
05-2010-5161	R&M-BUILDING	14,541.60	6,000.00	6,940.99	6,500.00		6,500.00
05-2010-5190	MEMBERSHIPS	1,321.12	750.00	1,378.85	1,000.00		1,500.00
05-2010-5215	MEETINGS/CONFERENCE/TRAI	4,576.63	12,000.00	5,237.79	8,000.00		8,000.00
05-2010-5219	MTO PHYSICALS	0.00	0.00	0.00	0.00		0.00
05-2010-5255	STAFFEXPENSE-MILEAGE	2,065.62	2,000.00	445.23	5,000.00		5,000.00
05-2010-5260	FIRE INSPECTOR	0.00	0.00	685.64	2,750.00		2,750.00

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
05-2010-5305	PUBLICRELATIONS	2,800.95	3,500.00	291.98	3,000.00		3,000.00
05-2010-5400	MISCELLANEOUSEXPENSE	1,452.08	0.00	155.49	0.00		0.00
05-2010-5505	WSIB	7,772.08	7,500.00	7,741.58	8,500.00		8,500.00
05-2010-5510	GROUP INSURANCE	2,537.00	3,000.00	2,467.41	2,600.00		2,900.00
05-2010-6000	ADM. EXPENSE ALLOCATION	1,040.00	1,020.00	1,060.00	1,060.00		1,070.00
05-2010-6010	R&M-PUMPER	1,258.13	2,500.00	5,651.19	2,000.00		4,000.00
05-2010-6015	R&M-VAN	0.00	1,000.00	579.64	1,000.00		1,500.00
05-2010-6020	R&M-TANKER #1	1,648.09	1,250.00	541.87	1,500.00		1,500.00
05-2010-6021	R&M-TANKER #2	2,613.58	1,250.00	2,114.90	2,000.00		1,500.00
05-2010-6055	MINORITY INTEREST - OPERAT	(30,907.04)	0.00	0.00	0.00		0.00
05-2010-6160	LICENCES	1,160.40	1,000.00	0.00	1,200.00		1,200.00
05-2010-6190	FUEL	2,514.05	3,000.00	1,840.07	2,500.00		2,500.00
05-2010-9340	CAPITALPURCHASE	4,546.40	75,000.00	34,340.28	30,000.00		30,000.00
05-2010-9346	EQUIPMENT PURCHASE MINO	0.00	0.00	0.00	0.00		0.00
05-2010-9995	BIDDULPH DRA UFCO	26,444.62	0.00	0.00	0.00		0.00
05-2010-9998	Minority Interst	(12,957.87)	0.00	0.00	0.00		0.00
Total Expense		74,274.66	195,620.00	153,169.92	155,138.74		165,889.00
Dept Excess Revenue Over (Under) Expenditures		(74,274.66)	(195,620.00)	(153,169.92)	(155,138.74)		(165,889.00)
Category Excess Revenue Over (Under) Expenditures		(74,274.66)	(195,620.00)	(153,169.92)	(155,138.74)		(165,889.00)
Category: 9???							
9000 RESERVES							
Expense							
05-9000-7000	TRANSFER TO RESERVES	13,519.16	60,592.00	2,490.43	61,728.26		60,472.00
05-9000-7501	Minority transer from reserve	(6,624.39)	0.00	0.00	0.00		0.00
Total Expense		6,894.77	60,592.00	2,490.43	61,728.26		60,472.00
Dept Excess Revenue Over (Under) Expenditures		(6,894.77)	(60,592.00)	(2,490.43)	(61,728.26)		(60,472.00)
9070 DEPRECIATION EXPENSE							
Expense							
05-9070-9000	DEPRECIATION EXPENSE	52,965.57	0.00	0.00	0.00		0.00
05-9070-9001	BB FIRE MINORITY INTEREST-A	(25,953.13)	0.00	0.00	0.00		0.00
Total Expense		27,012.44	0.00	0.00	0.00		0.00
Dept Excess Revenue Over (Under) Expenditures		(27,012.44)	0.00	0.00	0.00		0.00
Category Excess Revenue Over (Under) Expenditures		(33,907.21)	(60,592.00)	(2,490.43)	(61,728.26)		(60,472.00)

General Ledger

Multi-Year Annual Department Budget vs. Actual Comparison Report

Fiscal Year Ending: DEC 31,2021 - From Period 1 To Period 12 Ending DEC 31,2021

Account	Description	Yr Ending 12/31/2019		Yr Ending 12/31/2020		Yr Ending 12/31/2021	
		Actual	Budget	Actual	Budget	Actual	Budget
REPORT SUMMARY							
05-0030	OTHERMUNICIPALGRANTS	90,596.00	177,562.00	186,439.00	183,767.00		195,761.00
05-0045	USERFEES	18,495.73	0.00	0.00	0.00		0.00
05-0080	OTHERREVENUE	(909.86)	78,650.00	3,178.58	33,100.00		30,600.00
Fund 05 Total Revenue		108,181.87	256,212.00	189,617.58	216,867.00		226,361.00
05-2010	FIRE	74,274.66	195,620.00	153,169.92	155,138.74		165,889.00
05-9000	RESERVES	6,894.77	60,592.00	2,490.43	61,728.26		60,472.00
05-9070	DEPRECIATION EXPENSE	27,012.44	0.00	0.00	0.00		0.00
Fund 05 Total Expenditure		108,181.87	256,212.00	155,660.35	216,867.00		226,361.00
Fund 05 Excess Revenue Over (Under) Expenditures		0.00	0.00	33,957.23	0.00		0.00
Report Total Revenue		108,181.87	256,212.00	189,617.58	216,867.00		226,361.00
Report Total Expenditure		108,181.87	256,212.00	155,660.35	216,867.00		226,361.00
Report Excess Revenue Over (Under) Expenditures		0.00	0.00	33,957.23	0.00		0.00



Memo

To: Mayor and Council
From: Kathryn Langendyk – Treasurer
Report #: FIN-03-2021
Subject: 2020 Statement of Remuneration and Expenses
Date: March 2, 2021

BACKGROUND:

Under Section 284 (1) of the Municipal Act, the Treasurer shall in each year, on or before March 31, provide to the council of the municipality a statement on the remuneration and expenses paid in the previous year to,

- (a) Each member of Council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- (b) Each member of Council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) Each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Despite the Municipal Freedom of Information and Protection of Privacy Act, statements provided are public records.

RECOMMENDATION:

That Council receive this report for information.

ATTACHMENTS:

Statement of Council Remuneration 2020.

Respectfully submitted by:

Kathryn Langendyk

Kathryn Langendyk, CPA, CMA
Treasurer

**Township of Lucan Biddulph
COUNCIL REMUNERATION
2020**

	SALARY	MILEAGE/ PHONE	CONFERENCE PER DIEM	EXPENSE	TOTAL
Cathy Burghardt-Jesson, Mayor	22,968.14	-	-	15.00	22,983.14
Dave Manders, Deputy Mayor	16,226.60	600.00	-	305.80	17,132.40
Alex Westman, Councillor	15,030.34	-	2,885.82	1,543.83	19,459.99
Peter Mastorakos, Councillor	15,030.34	-	-	610.56	15,640.90
Daniel Regan, Councillor	15,030.34	-	-	387.81	15,418.15
TOTAL	84,285.76	600.00	2,885.82	2,863.00	90,634.58

February 18, 2021 - Un-audited Statement of Council Remuneration



Memo

To: Mayor and Council
From: Kathryn Langendyk – Treasurer
Report #: FIN-04-2021
Subject: Modernization Fund Allocation
Date: March 2, 2021

BACKGROUND:

In March of 2019, the Province of Ontario established a one-time investment for Ontario's small and rural municipalities. This funding is to help improve how municipalities deliver services and reduce the ongoing costs of providing those services. Examples could include service delivery reviews, development of shared services agreements, IT solutions, capital investments or other projects. Municipalities will decide how to best target funding to benefit their local communities. It is unrestricted funding and no formal reporting is required with these funds.

The Township of Lucan Biddulph received a grant of \$453,994 and is being held in reserves.

In 2019, \$20,247.87 was spent.
In 2020, \$13,116.13 was spent.

DISCUSSION:

In January 2021, MMAH announced another intake of modernization funding. This is an application based funding opportunity. In order to apply for this funding, the Township needs to show how the unrestricted funding plans to be used. The application deadline is March 15th, 2021.

Middlesex County is preparing a joint application for various projects.

Staff have reviewed the remaining funds and have allocated it to various potential projects.

Some items have already been considered in the 2021 budget. Other projects may occur in future years.

The new funding, if approved, will require a 35% contribution from the Township. This calculation has been factored in on the attached list of projects where appropriate (such as Asset Management Software Solution, and HR/Payroll Solution).

If the application for the second intake is not successful, then the Township can review the list of projects and make adjustments to the funds allocated where necessary.

IMPACT TO BUDGET:

The funding will be used where appropriate to fund projects to reduce the impact to the general tax levy.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Service Enhancement, Action #3 – investigate service options and partnerships with Middlesex County.
- Service Enhancement, Action #4 – actively instill a positive workplace environment and culture at the Township and pride in community.

RECOMMENDATION:

THAT Council receive this report for information and approve the allocation of the unrestricted modernization funding as presented.

ATTACHMENTS:

MMAH Modernization Funding Allocation

Respectfully submitted by:

Kathryn Langendyk

Kathryn Langendyk, CPA, CMA
Treasurer

Township of Lucan Biddulph**MMAH Efficiency/Modernization Funding (Unrestricted)**

2019 Grant Received \$ 453,994.00

2019 Expenses

Evolta	\$ (6,614.40)	
Laserfiche	\$ (1,473.00)	
Viking equipment	\$ (8,649.60)	
BB Fire Furnace	\$ (2,122.09)	
BB Fire Water Heater	\$ (1,388.78)	
Total 2019 expenses		\$ (20,247.87)

Reserve Balance Dec 31, 2019 \$ 433,746.13

2020 Expenses

Evolta	\$ (6,614.40)	
Laserfiche	\$ (390.00)	
Document Scanner	\$ (1,131.94)	
Scout Hall Furnace	\$ (3,495.00)	
BB Fire AC	\$ (1,484.79)	
Total 2020 expenses		\$ (13,116.13)

Reserve Balance Dec 31, 2020 \$ 420,630.00

Future Projects

Electronic Document and Management	\$ (50,000.00)
Township Website Re-design	\$ (40,000.00)
Township App	\$ (5,000.00)
Council Chambers Live Stream Equip	\$ (10,000.00)
Perfect Mind Software	\$ (12,000.00)
eSCRIBE	\$ (16,200.00)
Asset Management Software Solution	\$ (35,000.00)
Budget Software Solution	\$ (30,430.00)
HR/Payroll Solution	\$ (12,000.00)
Accounting Software Solution	\$ (100,000.00)
Fire Services Master Plan	\$ (60,000.00)
Recreation Master Plan Update	\$ (50,000.00)

Total Potential Projects \$ (420,630.00)

Reserve Balance \$ -

Memo

To: Mayor and Council
From: Jeff Little, Public Works Manager
Report No.: PW-05-2021
Subject: Gravel Tender Results
Date: March 2, 2021

BACKGROUND:

A total of four tenders were received for the supply, delivery and spreading of approximately 13,000 tonnes of "Granular M" gravel for 2021.

Tender results are below for Council's review.

COMPANY NAME	TOTAL PRICE excluding HST
McKenzie & Henderson Ltd.	\$158,990.00 (\$12.23 per tonne)
Clarence Carter and Sons Ltd.	\$144,950.00 (\$11.15 per tonne)
E+W Blane Trucking + Excavating Ltd.	\$149,500.00 (11.50 per tonne)
CR Chittick Construction Ltd.	\$157,690.00 (\$12.13 per tonne)

DISCUSSION:

After reviewing the details of each tender submitted, all were found to meet the specifications of the tender. The tender received by Clarence Carter and Sons proved to be the lowest at \$11.15/tonne (HST excluded).

The 2020 rate was \$10.69/tonne (HST excluded). The 2021 budgeted amount for gravel is \$166,000.00.

RECOMMENDATION:

That Council authorizes staff to accept the tender from Clarence Carter and Sons for the supply, delivery and spreading of "Granular M" gravel for 2021.



Jeff Little, Manager of Public Works

Memo

To: Mayor and Council

From: Jeff Little, Public Works Manager

Report No.: PW-06-2021

Subject: Supply of Dust Suppressant, Tender Results

Date: March 2, 2021

BACKGROUND:

A total of four tenders were received for the supply of dust suppressants and road stabilization products for 2021 based on 300 Flake Equivalent Tonne of 35% calcium.

Tender results are below for Council's review.

COMPANY NAME	TOTAL PRICE (HST excluded)
Den Mar Brines Limited	\$67,460.00
552976 Ontario Ltd. (C. Holland)	\$84,750.00
Pollard Distribution Inc.	\$96,900.00
Da-Lee Dust Control	\$124,848.00

DISCUSSION

After reviewing the details of each tender submitted, all were found to meet the specifications of the tender. The tender received by Den-Mar Brines Limited proved to be the lowest at \$67,460.00 (HST excluded).

2020 pricing was \$64,250.00 (HST excluded). The budgeted amount for 2021 is \$ 62,000.00.

RECOMMENDATION:

That Council authorizes staff to accept the tender from Den-Mar Brines Limited in the amount of \$67,460.00 for the supply of dust suppressants and road stabilization products in 2021.



Jeff Little, Manager of Public Works

Memo

To: Mayor and Council
From: Jeff Little, Manager of Public Works
Report No.: PW-07-2021
Subject: Granton WWTP Repairs
Date: March 2, 2021

BACKGROUND:

The wastewater treatment plant in Granton is a Rotating Biological Contactor (RBC) system and was constructed in 2001. A section of the media fins (see picture below) has failed and needs to be replaced. This will be the fifth time a section has failed. This seems to be an ongoing issue with this type of system.

**DISCUSSION:**

OCWA has received a quote of \$53,000 to fix the section that has failed from Hannah Environmental Equipment Inc. Hannah Environmental Equipment has the experience and expertise to complete this repair on this particular system and has in fact been the company we've used in the past. OCWA has not been able to secure a second quote.

IMPACTS TO BUDGET:

This is an unforeseen capital expenditure and will require funding from the Sanitary Capital Reserve account.

STRATEGIC PLAN:

This matter does not relate to any specific section of our strategic plan.

RECOMMENDATION:

That Council direct staff to proceed with the repair and that Council accept the repair quote of \$53,000 from Hannah Environmental Equipment Inc.

Jeff Little

Jeff Little
Public Works Manager

Memo

To: Mayor and Council
From: Jeff Little, Manager of Public Works
Report No. PW-08-2021
Subject: Municipal Access Agreement
Date: March 2, 2020

BACKGROUND:

Packetworks has asked the Township for permission to install fiber optic infrastructure in the road allowance. To implement this both parties need to enter into a Municipal Access Agreement. The area they propose to service includes St. Patrick Catholic Elementary School, the houses around the school and Nagle Drive.

Packet-Tel Corp. (Packetworks) is a small Waterloo based telecommunications carrier that provides Internet, telephone and TV services to business and residential clients in various regions of southwestern Ontario.

DISCUSSION:

The Municipal Access Agreement has been reviewed by staff and a legal representative on behalf of the Township.

IMPACTS TO BUDGET:

No Impacts.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

Accessibility, Goal # 2, Fully accessible Township Services, programs and Infrastructure.
Action #24, Ensure equal access to services and information.

RECOMMENDATION:

That council direct staff to execute the Municipal Access Agreement with Packet-Tel Corp. as presented in this report.

ATTACHMENTS:

Municipal Access Agreement



Jeff Little
Public Works Manager

Municipal Access Agreement

Between

The Corporation of the Township of Lucan Biddulph
(the “Municipality”)

- and -

Packet-Tel Corp.
(the “Company”)

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Municipal Access Agreement

This Municipal Access Agreement shall be effective as of the ____ day of February, 2021
(the “Effective Date”) between:

The Corporation of the Township of Lucan Biddulph

(the “Municipality”)

- and -

Packet-Tel Corp.

(“the Company”)

(each, a “Party” and, collectively, the “Parties”)

Whereas the Company is a “telecommunications common carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“Telecom Act”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “Carrier”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “CRTC”);

And Whereas in order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“Within”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Municipality (collectively, “Rights-of-Way” or “ROWS”) as agreed to by the Parties;

And Whereas pursuant to Section 43 of the Telecom Act, the Company requires the Municipality’s consent to construct its Equipment within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs;

And Whereas the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

Now Therefore in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1.0 Definitions and Interpretation

1.1 Definitions:

- a) “Affiliate” means:
 - i) In the case of the Company, “affiliate” as defined in the Canada Business Corporations Act that is also a telecommunications common carrier or a Carrier; and
 - ii) In the case of the Municipality, is not applicable.
- b) “Carrier” shall have the meaning ascribed thereto in the recitals herein
- c) “Municipality’s Costs” means the reasonable and verifiable costs and expenses of the Municipality, including the cost of labour, equipment and materials, plus a reasonable overhead charge of 10%;

- d) “Emergency” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- e) “Road Occupancy Permit” means a Permit issued by the Municipality authorizing the Company to conduct Work within, over, under, across or along the ROWs as more fully described in Schedule A, and may also be called a “Permit”;
- f) “Equipment” means the transmission and distribution facilities owned by the Company and its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located within the ROWs;
- g) “Hazardous Substance” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- h) “Maintenance” means Work which needs to be completed to the Equipment to prolong its life, and which may or may not involve invasive Work;
- i) “Municipal Consent” or “MC” means the written consent of the Municipality, with or without conditions, to allow the Company to perform Work within the ROWs as more fully described in Schedule A;
- j) “Operations Supervisor” means the representative of the Company that is supervising the Work;
- k) “Public Works Supervisor” means the Public Works Operations Supervisor of the Municipality or the individual designated by him or her, and includes an acting Public Works Supervisor;
- l) “Road Occupancy Agreement” means any written agreement between the Parties which the Parties may enter into further to this Agreement to identify the responsibilities of the Company when completing Work within the ROW;
- m) “ROWs” or “Rights of Way” shall have the meaning ascribed thereto in the recitals herein;
- n) “Service Drop” means a cable that, by its design, capacity and relationship to other cables of the Company, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence or property;
- o) “Third Party” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company; and
- p) “Work” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by the Company within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2 Recitals and Schedules. The following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule “A” – Permissions Required by the Municipality

Schedule “B” – Relocation Costs

Schedule “C” – Application Forms

Schedule “D” – Municipal Consent Form

2.0 Use of ROWs

2.1 Consent to use ROWs. The Municipality hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions

of this Agreement and in accordance with all applicable municipal by-laws, rules, policies, Road Occupancy Permits, Road Occupancy Agreements, standards and guidelines ("Municipal Guidelines") pertaining to the Equipment and the use of the ROWs.

2.2 Scope of Municipal Consent. The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs, or with other existing installations on the ROWs. The Company acknowledges that any consent from the Municipality shall not confer upon the Company any right, permission or consent to any third party supplier or provider without the prior written consent of the Municipality, acting reasonably. Further, any consent, Permit, Road Occupancy Agreement or any other permission granted to the Company shall be non-exclusive and nothing in this Agreement or in any Permit, Road Occupancy Agreement or other consent shall provide the Company with any exclusive right to use, or any other interest in, the ROWs for the purpose of performing its Work or any other purpose. This Section 2.2 shall not prevent the Company's contractors from building or maintaining the Work for the Company in accordance with this Agreement. Further, this Section 2.2 shall not prevent the Company from permitting a third party from selling services to customers using the Work.

2.3 No ownership rights. The Parties acknowledge and agree that:

- a) The use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
- b) The placement of the Equipment within the ROWs shall not create or vest in the Municipality any ownership or property rights to the Equipment.

2.4 Condition of ROWs. The Municipality makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is" basis.

2.5 The Company hereby represents and warrants to the Municipality that it is a Carrier. The Company hereby acknowledges that the Municipality shall have the right to terminate this Agreement forthwith after the Company is no longer a Carrier as set out Section 9 herein.

3.0 Permits to Conduct Work

3.1 Permits, Road Occupancy Agreements, Municipality Consents or notifications are required in the following circumstances:

- a) Work within the ROWs by the Company is subject to the authorization requirements of the Municipality as set out in Schedule "A".
- b) For each Permit, Road Occupancy Agreement and Municipal Consent required above, the Company shall submit to the Municipality a completed application, in the form attached hereto as Schedule "C", as may be amended by the Municipality from time to time, and including the applicable fee, if any, and any deposit amount required by the Municipality. The Company hereby acknowledges that any applicable fee together with any applicable security required by the Municipality in the form of cash or a Letter of Credit shall be remitted to the Municipality with a completed Application.

3.2 Subject to section 3.5 of this Agreement, the Municipality will issue the applicable routine Permits, Road Occupancy Agreements and Municipal Consents within 20 business days of receiving a complete and compliant application, or such other time as agreed to by the Parties having regard to the complexity of the Work covered by the application and the volume of Permit applications before the Municipality at that time.

3.3 Expiry of Permission. In the event that the Company has not commenced construction of the approved Work associated with a particular Permit, Road Occupancy Agreement or Municipal Consent within one (1) year of the date of issuance, and has not sought and received an extension to the Permit or Municipal Consent from the Municipality,

which extension shall not be unreasonably withheld, the Permit, Road Occupancy Agreement or Municipal Consent shall be null and void.

3.4 Submission of plans. Unless otherwise agreed to by the Municipality, the Company shall, prior to undertaking any Work that requires a Permit, Road Occupancy Agreement or a Municipal Consent, submit the following to the Public Works Supervisor:

- a) Construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the ROW within which the Work is proposed to take place;
- b) All other relevant plans, drawings and other information as may be normally required by the Public Works Supervisor from time to time for the purposes of issuing Permits; and
- c) A traffic plan that conforms to the then current version of the Ontario Traffic Manual Book 7.

3.5 Refusal to issue Permits, Road Occupancy Agreements and Municipal Consents. In case of conflict with any bona fide municipal purpose, including without limitation but not limited to (1) reasons of public safety and health, and (2) conflicts with existing infrastructure, the road structure, proposed road construction, or the proper functioning of public services, all as identified in writing to the Company by the Municipality, the Municipality may request amendments to the plans referred to in Section 3.4 or may choose to refuse to issue a Permit, Road Occupancy Agreement or Municipal Consent.

3.6 Temporary connections will not be permitted unless approved by the Public Works Supervisor.

3.7 Restoration of the Company's service during Emergencies. Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted, provided that the Company gives notice to the Municipality as soon as reasonably practicable, to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that the Company does comply with Section 3.1 within five (5) business days of commencing the Work. All Work shall conform to the requirements of the then current version of the Ontario Traffic Manual Book 7.

3.8 Temporary changes by the Municipality. Notwithstanding any other provision in this Agreement, the Municipality reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as to minimize interruption to the Company's operations. The Municipality shall use reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Municipality shall provide such advance notice as is reasonably possible in the circumstances.

3.9 Road Occupancy Agreement. If, in the sole opinion of the Municipality, the proposed Work is deemed significant or could disrupt traffic operations, in addition to an Encroachment Permit, the Municipality may require the Company to enter a Road Occupancy Agreement, the requirements of which will include the provision of adequate security by the Company to the Municipality.

3.10 The Company agrees that the Work shall be exercised and carried out in a good, safe and workmanlike manner in accordance with good engineering practices and in compliance with this Agreement, any applicable Permit, the Municipality Consent or the Road Occupancy Agreement and all applicable laws.

3.11 Repairs. The Company shall be responsible for any damage caused to the ROWs or any other infrastructure located above, on or under the ROWs whether such damage has been caused by the Company, its agents, employees or contractors. The Company agrees to maintain the surface of the ROWs for a period of twelve (12) months following

completion of the Work if repairs are required that are caused by the Work completed by the Company.

3.12 Ontario Onecall Compliance and Damage to Other Infrastructure. The Company shall, when completing the Work, comply with all requirements of Ontario Onecall. When undertaking the Work, the Company shall not damage any existing equipment, installations, utilities, infrastructure and other facilities within, above or under the ROWs or any adjacent lands.

4.0 Manner Of Work

4.1 Compliance with Applicable Laws, etc. All Work shall be conducted and completed to the satisfaction of the Municipality and in accordance with:

- a) The applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- b) The Municipal Guidelines;
- c) This Agreement; and;
- d) The applicable Permit(s), Municipality Consent and/or Road Occupancy Agreement(s) issued under Sections 3.1 and 3.9.

Subject to any required emergency repairs, the Company shall make reasonable commercial efforts to complete the Work between the hours of 8:00 a.m. to 8:00 p.m. during weekdays and Saturdays and no Work shall be completed on Sundays or statutory holidays without the prior written consent of the Municipality.

4.2 Stoppage of Work. The Municipality may order the stoppage of the Work for any bona fide municipal purpose or cause, including (i) the presence of an unsafe condition; or (ii) the Company's failure to comply the Municipal Guidelines, this Agreement, the Permit, the Road Occupancy Agreement or the Municipality Consent. In such circumstances, the Municipality will order the ongoing Work to be stopped until the unsafe condition is made safe or the Company brings itself into compliance with the aforesaid requirements. Such a work stoppage order by the Municipality shall follow this procedure:

- a) The Municipality shall provide the Company with a verbal order including the reason(s) for the Work stoppage, and the Company shall cease the ongoing Work immediately.
- b) When the reasons for the Work stoppage have been resolved to the satisfaction of the Municipality, the Municipality shall advise the Company immediately that it can resume the Work.
- c) Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons.

4.3 Coordination of Work. The Company shall use its reasonable efforts to minimize the necessity for road cuts, construction and the placement of new Equipment within the ROW by coordinating its Work and sharing the use of support structures with other existing and new occupants of the ROWs.

4.4 Emergency contact personnel. The Company and the Municipality shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.

4.5 Emergency Work by the Municipality. In the event of an Emergency, the Municipality shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to the nature of the Emergency. Notwithstanding the foregoing, the Municipality may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment, and the Company shall pay the Municipality's Costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.

4.6 “As-built” drawings. The Company shall, no later than 90 days after completion of any Work provide the Operations Supervisor with accurate “as-built” drawings, prepared in accordance with such standards as may be required by the Operations Supervisor, sufficient to accurately establish the plan, profile and dimensions of the Equipment installed within the ROWs which shall be satisfactory to the Municipality, acting reasonably. In the event that the Company fails to provide “as built” drawings or the drawings provided are inaccurate, the Company will pay the Municipality for its reasonable and verifiable costs incurred as a direct result of the absence or inaccuracy of the “as-built” drawings.

4.7 Where Equipment is located incorrectly. Where the location of any portion of the Equipment in a ROW is located outside a distance of 0.5m horizontally (from centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as agreed to by the Municipality) and, as a result, the Municipality is unable to install its facilities within the affected ROWs in the manner it expected based on the Permit or as-built drawings (the “Conflict”), the following shall apply: At its sole cost and expense, the Company shall relocate its equipment and shall be responsible for all costs incurred by the Municipality as a result of the Conflict. In addition, the Company shall pay the Municipality’s costs arising from the Conflict.

4.8 Agents and Sub-contractors. Each Party agrees to work with the other Party directly to resolve any issues arising from any acts, omissions or performance of its agents and sub-contractors.

5.0 Remedial Work

5.1 General. Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition free from nuisance and as close as possible to the condition of the ROW prior to the Work, all subject to the satisfaction of the Municipality. Subject to Section 5.5, where the Company is required to break or otherwise disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to substantially the same condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Public Works Supervisor.

5.2 Permanent Road Restoration. If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company to complete the road restoration work shall be specified by the Municipality, shall be completed by a person satisfactory to the Municipality and the Company shall be responsible for all costs and expenses to complete the road restoration work. In addition, the Company shall reimburse the Municipality for the Municipality’s costs.

5.3 Temporary repair. Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair as soon as reasonably possible and, in any event, a period of time not to exceed five (5) business days. The Parties acknowledge that the Municipality may grant an extension depending on the magnitude or impact of any damage that is being repaired. The Parties agree to act reasonably in order to enable the Company sufficient time to repair the damage. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Municipality. All repairs to a paved or surface treated driving lane shall be repaired within five (5) days. If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.5 shall apply.

5.4 Warranty for repairs. The Company warrants its temporary repair shall be safe for the intended use of the ROW, to the satisfaction of the Municipality until such time as the final repair is completed by the Company, or, where the Municipality is performing the final repair, for a period of two (2) years or until such time as the final repair is completed by the Municipality, whichever is earlier. The Company shall warrant its final repairs to be free from defects for a period of two (2) years from the date of their completion.

5.5 Repairs completed by Municipality. Where:

- a) The Company fails to complete a temporary or final repair to the satisfaction of the Municipality within 72 hours of being notified in writing by the Municipality, or such other period as may be agreed to by the Parties; or
- b) The Company and the Municipality agree that the Municipality should perform the repair, then the Municipality may effect such work necessary to perform the repair and the Company shall pay the Municipality's Costs of performing the repair.

5.6 Deposit.

- a) Where the Work authorized by a Permit or Municipal Consent has been completed and the ROW has been permanently restored in accordance with section 5.2, and the Company has paid in full all costs and expenses in accordance with section 5.2, and the two-year warranty period for final repairs has expired, then the Municipality shall, upon receipt of a written request from the Company, refund in full any deposit paid to the Municipality by the Company in relation to the relevant Permit or Municipal Consent.
- b) If the permanent restoration was not completed to the satisfaction of the Municipality, the Municipality incurs costs or expenses in relation to the temporary or permanent restoration, or the Municipality performs repairs within any of the warranty periods set out in section 5.4 of this Agreement, then the Municipality may apply the amount of the deposit towards its costs and expenses.
- c) Subsection (b) does not relieve the Company of its obligation to pay the Municipality for costs and expenses for which the Company is liable pursuant to any term of this Agreement, which exceed the amount of the deposit.

6.0 Locating Facilities in ROWs

6.1 Locates. The Company shall comply with the Ontario Underground Infrastructure Notification System Act 2012, S.O. 2012, c. 4, which requires all owners of buried infrastructure in the public right of way to register such infrastructure with Ontario One Call (ON1Call).

6.2 Provision of Mark-ups. The Parties agree to respond within 30 days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "Mark-ups"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party. The Company shall pay the Municipality for the Municipality's costs in connection with the Mark-ups.

6.3 Inaccurate Locates. Where the Company's Locates do not accurately correspond with either the Mark-ups or physical location of the Equipment, and as a result, the Municipality is unable to install its facilities within the affected ROWs in the manner it expected based on the Locates provided by the Company (the "Error"), the Municipality will notify the Company of the Error, following which the Company shall attempt to resolve the Error, in accordance with Section 4.7. If the Company is unable to resolve the Error in a reasonable time commensurate with the situation and to the Municipality's satisfaction, the Company will pay the Municipality for its reasonable and verifiable costs incurred as a direct result of the Error. Provided that alternate routes for the Equipment are available, the Municipality will make reasonable commercial efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers.

7.0 Relocation of Equipment

7.1 General. Where the Municipality requires and requests the Company to relocate its Equipment for bona fide municipal purposes, the Municipality shall notify the Company in writing and, subject to Section 7.3, the Company shall, within 90 days thereafter or such other time as agreed to by the Parties having regard to the schedules of the Parties and

the nature of the relocation required, perform the relocation and any other required and associated work.

7.2 Municipality's efforts. The Municipality will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Municipality with all information the Municipality requires to enable it to process a Permit application, the Municipality shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment, provided that the Company has complied with all the necessary requirements for such Permits and any other required approvals of the Municipality.

7.3 Reimbursement by the Municipality for the Company's Relocation Costs. The Municipality shall reimburse the Company for its reasonable and verifiable costs of completing a relocation requested by the Municipality (the "Relocation Costs") based upon and subject to the principles, methodologies and procedures set out in Schedule "B".

8.0 Fees And Other Charges

8.1 General. The Company covenants and agrees to pay to the Municipality the fees, charges and Municipality's Costs in accordance with this Agreement, including the fees and charges set out in the Municipality's most current Fees and Service Charges By-law.

8.2 Invoices. Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than 30 days after the date of the invoice was received. Interest shall accrue at the rate of any interest that applies to any municipal tax arrears for any payments that are not made on or before the due date noted in the invoice.

8.3 Payment of taxes. The Company shall pay, and shall expressly indemnify and hold the Municipality harmless from, all taxes lawfully imposed now or in the future by the Municipality or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions), that are attributable to the Company's use of the ROW.

9.0 Term and Termination

9.1 Initial term and renewal. This Agreement shall have an initial term of ten (10) years commencing on the Effective Date and may be renewed automatically for successive five (5) year terms unless:

- a) This Agreement is terminated by either Party in accordance with this Agreement; or
- b) A Party delivers a notice of non-renewal to the other Party at least 90 days prior to the expiration of the then current term.

9.2 Termination by either Party. Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours' notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the reasonable time period stipulated in writing by the non-breaching Party, in which case the Agreement shall not terminate.

9.3 Termination by the Municipality. The Municipality may terminate this Agreement by providing the Company with at least twenty-four (24) hours' written notice in the event that:

- a) The Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the Companies' Creditors Arrangement Act or the Bankruptcy and Insolvency Act;
- b) The Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.7; or
- c) The Company ceases to be eligible to operate as a Carrier.

9.4 Removing abandoned Equipment. Where the Company advises the Municipality in writing that it no longer requires the use of certain of its Equipment, the Company shall, within one (1) year of the Municipality's written request as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- a) Remove the abandoned Equipment that is above ground;
- b) Subject to 9.4(c), make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "Abandoned Underground Structures");
- c) Where, in the reasonable opinion of the Public Works Supervisor, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.
- d) Upon removal of the abandoned Equipment or upon the removal or making safe of Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROW to the condition in which it existed prior to the removal or making safe. If the Company fails to remove such Equipment and restore the ROWs within the time specified above and to the satisfaction of the Public Works Supervisor, the Municipality may complete such removal and restoration and the Company shall pay the associated Municipality's Costs.

10.0 Continuing Obligations

10.1 Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

11.0 Insurance

11.1 The Company shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the Municipality. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

- a) Commercial General Liability insurance on a per occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the Township of Lucan Biddulph shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the Municipality by reason of any breach or violation on any warranties, representations, declarations or conditions.

b) Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws.

c) Insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is located within the ROW, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril.

d) Any other form or limits of insurance as the Municipality, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

e) The parties agree that the insurance requirements shall be subject to review from time to time throughout the Term. In the event the Municipality determines changes are appropriate based on then current recommended industry limits and coverage, the Municipality shall provide notice to the Company and the Company shall obtain insurance to satisfy the new requirements.

11.2 As evidence of the required policies being in effect, the Company shall provide the Municipality with Certificates of Insurance prior to the execution of this Agreement, and annually thereafter on the annual renewal period of such policies throughout the Term of this Agreement.

11.3 In addition to the insurance required in this Agreement, the Company is responsible to ensure that it and/or its contractors and sub-contractors meet all insurance requirements of any notifications, Municipality Consents, Permits or Road Occupancy Agreements or otherwise required by this Agreement or by the Municipality for Work related to this Agreement.

11.4 All required insurance policies shall provide that 30 days' prior written notice to the Municipality is required in the event of any cancellation or change which reduces or restricts the insurance provided.

11.5 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this Section, or should any such insurance not be approved by the Municipality, and should the Company not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the Municipality, the Municipality has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The Municipality shall be reimbursed as set out under the terms of this Agreement.

12.0 Liability and Indemnification

12.1 Definitions. For the purposes of Section 12 of the Agreement, the following definitions shall apply:

- a) "Municipality" means the Municipality and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;
- b) "Company" means the Company and its directors, officers, employees, contractors, agents, successors and assigns;
- c) "Claims" means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind;
- d) "Losses" means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs and expenses; and;
- e) "Costs" means those costs (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in

settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a Claim.

12.2 No liability, the Municipality. Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Municipality, the Municipality shall not:

- a) Be responsible, either directly or indirectly, for any damage to the Equipment howsoever caused; and
- b) Be liable to the Company for any Losses whatsoever suffered or incurred by the Company, on account of any actions or omissions of the Municipality under this Agreement.

12.3 No liability, both Parties. Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

12.4 Indemnification by the Company.

- a) The Company shall indemnify the Municipality from Claims, Losses and Costs made by or awarded to any person, including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use and occupancy of the ROW by the Company, whether or not such Claims, Losses and Costs are caused by the Company's negligence, except to the extent they are caused by the negligence or wilful misconduct of the Municipality. This indemnity shall extend to protect the Municipality from construction liens by contractors, mechanics, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.
- b) In the event of any Claims, the Municipality shall give the Company timely written notice thereof, and the Company shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the Municipality to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be paid by the Company. The Company shall consult with and keep the Municipality fully informed with respect to any Claims that name the Municipality.

13.0 Environmental Liability

13.1 Municipality not responsible. The Municipality is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly by the negligence or willful misconduct of the Municipality or those for which it is responsible in law.

13.2 The Company to assume environmental liabilities. The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- a) The occupation, operations or activities of the Company, its contractors, agents or employees or by any other person with the express or implied consent of the Company within the ROWs; or

b) Any Equipment brought or placed within the ROWs by the Company, its contractors, agents or employees or by any other person with the express or implied consent of the Company;

unless such damage was caused directly by the negligence or wilful misconduct on the part of the Municipality or those for which it is responsible in law.

14.0 WSIB, Health and Safety

14.1 The Company is responsible for all costs associated with its Workplace Safety and Insurance Board (WSIB) for its own employees.

14.2 The Company shall throughout the Term of the Agreement maintain a WSIB Clearance Certificate for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act.

14.3 The Company shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario) the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

14.4 The Company shall notify the Municipality as soon as practical of any workplace injuries reportable to WSIB or the Ministry of Labour.

15.0 Force Majeure

15.1 Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("Force Majeure").

15.2 In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement upon delivery of notice to the other Party.

16.0 Dispute Resolution

16.1 General. The Parties hereby acknowledge and agree that:

a) This Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;

b) It is the intention of the Parties that all Disputes (as defined in Section 16.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and

c) The CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice described in Section 16.2.

16.2 Resolution of Disputes. The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement ("Dispute") promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party's receipt of

written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

16.3 Continued performance. Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section.

17.0 Notices

17.1 Method of Notice. Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

If to the **Municipality**:

Ron Reymer
C.A.O./Clerk
270 Main Street, P.O. Box 190
Lucan, ON N0M 2J0
Tel: 519-227-4491 Ext 22
Facsimile: 519-227-4998
Email: rreymer@lucanbiddulph.on.ca

If to the **Company**:

Michael Andrews
President
515 Dotzert Ct.
Unit 7
Waterloo ON N2L 6A7
Tel: 519-579-4507 Ext 102
Facsimile: 519-579-8475
Email: mandrews@packetworks.net

17.2 Delivery of notice. Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:

- a) Delivered personally on a business day, then on the day of delivery;
- b) Sent by prepaid registered post, then on the second business day following the registration thereof;
- c) Sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
- d) Sent by facsimile or email on a business day, or the following business day, upon confirmation of successful transmission of the notice.

18.0 General

18.1 Entire agreement. This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

18.2 Gender and number. In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

18.3 Sections and headings. The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in

this Agreement to a section, subsection or schedule are to the specified section or subsection of or schedule to this Agreement.

18.4 Statutory references. A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation.

18.5 Including. Where the word “including” or “includes” is used in this Agreement it means “including (or includes) without limitation as to the generality of the foregoing”.

18.6 Currency. Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

18.7 Assignment. This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party; and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement to an Affiliate without the consent of the other Party, provided that:

- a) It is not in material breach of this Agreement;
- b) It has given prompt written notice to the other Party;
- c) Any assignee agrees to be bound by the terms and conditions of this Agreement; and
- d) The assignee is not in direct competition with the other Party, in which case, prior written consent would be required.

Any permitted assignment shall not release the assigning party from its existing obligations and liabilities pursuant to this Agreement

18.8 Parties to act reasonably. Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

18.9 Amendments. Except as expressly provided in this Agreement, no modification or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.

18.10 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.

18.11 Governing law. This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

18.12 Waiver. Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

18.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

18.14 Inurement. This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

18.15 Equitable Relief. Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other Party's obligations under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

Packet-Tel Corp.

Name: Michael Andrews, President

Date:

I have the authority to bind the Corporation.

The Corporation of the Township of Lucan Biddulph

Mayor: Cathy Burghardt-Jesson

Date:

CAO/Clerk: Ron Reymer

Date:

We, together, have the authority to bind the Corporation.

Schedule “A”

Permits/Permission Required By The Municipality In Addition To This
Municipal Access Agreement

Work Activity	Road Occupancy Agreement	Road Occupancy Permit	Municipal Consent	Notification Only
Any Work that, in the sole opinion of the Municipality, is significant or could disrupt traffic operations	x			
Any Work that requires Excavation in the ROW, including but not limited to: <div><input type="checkbox"/> the installation of buried Equipment crossing a road; <input type="checkbox"/> the installation of new above-ground Equipment; <input type="checkbox"/> the relocation of buried Equipment or above-ground Equipment; <input type="checkbox"/> the replacement of existing above-ground Equipment with equipment that is significantly larger; and <input type="checkbox"/> the installation of buried Service Drops that cross a road or a break a hard surface of the ROW.</div>		x		
The installation of aerial Equipment (excluding aerial Service Drops)			X	
Tree trimming on ROWs			X	
The replacement of existing above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)			X	
The installation of buried Service Drops that do not cross the travelled portion of a road or break the surface of an entrance way or break the hard surface of a ROW				X
Pulling cable through existing underground duct				X

The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is no physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the Municipality			X	

Schedule “B”

Relocation Costs

1. Reimbursement for Relocation Costs

Section 7 of this Agreement addresses the general terms and conditions around relocation costs. Other more specific situations are addressed within this Schedule as follows:

- a) Equipment installed within the Municipality’s Capital Works Plan. Prior to the issuance of a Permit or Municipal Consent, the Municipality will advise the Company in writing if the Company’s proposed location for new Equipment will be affected by the Municipality’s planned future capital works (the Capital Works Plan). If the Company chooses to install Equipment on a section of the ROW which has been identified in the Municipality’s Capital Works Plan, having been so advised by the Municipality in writing, the Company shall be responsible for all costs to relocate conflicting Equipment prior to the Municipality construction occurring.
- b) Equipment affected by the Municipality’s Capital Works. In the event that the Municipality’s construction activities require the relocation of Equipment installed in the ROW under Permit or Municipal Consent, other than Equipment installed in the circumstances set out in subsection (a), above, then the Municipality may be responsible for a portion of the cost of relocating the affected Equipment, provided that the Municipality’s obligation to pay shall be limited to labour and materials costs only, and the portion of the cost for which the Municipality is responsible shall be determined in accordance with subsection (c).
- c) If the circumstances described in subsection (b) occur, then the Company and the Municipality shall negotiate in good faith to reach an agreement respecting whether and to what extent the Municipality shall share the costs of the relocation with the Company, having regard to the following factors:
 - i. The Municipality’s reasons for requiring the relocation, including whether or not the Municipality’s planned work will benefit the Company;
 - ii. When the affected Equipment was installed;
 - iii. The Company’s planned maintenance, upgrades, and any other planned Work by the Company that would have affected the Equipment if not for the required relocation; and,
 - iv. Any other factor the parties consider relevant in the circumstances.
- d) Municipality not responsible for Third Party Relocation Costs. Unless otherwise agreed to between the Municipality and the Third Party, in no event shall the Municipality be responsible under this Agreement for:
 - i The costs to the Company to relocate Equipment at the request of a Third Party; or
 - ii The costs of relocating the facilities of a Third Party installed on or in the Equipment.
- e) The Company not responsible for Third Party Relocation Costs. Unless otherwise agreed to between the Company and the Third Party, in no event shall the Company be responsible under this Agreement for:
 - i. The costs to the Company to relocate Equipment at the request of a Third Party; or

- ii. The costs of relocating the facilities of a Third Party installed on or in the Equipment.
 - f) Where Equipment is located incorrectly. Where the location of any portion of the Equipment in a ROW is located outside a distance of 0.5m horizontally (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the Municipality), then the Municipality shall not be responsible for the costs of relocating such Equipment or portion thereof. Notwithstanding the foregoing, in circumstances where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs.
 - g) Equipment Upgrades. Unless otherwise agreed to by the Parties, relocation costs shall not include the installation of any Equipment by the Company for the purpose of providing an up-graded service, which shall be at the sole cost of the Company. The Parties agree that the Relocation Costs to be allocated between the parties shall be based on the use of the same approximate quantity, quality and type of Equipment and manner of construction for the new installation as was used for the original, subject to any adjustments required due to:
 - i. Technological change or industry construction methods;
 - ii. The need for an installation of greater length or other modifications due to, for example, space constraints or the presence of third party equipment; or
 - ii. The undergrounding of aerial Equipment where required as part of the relocation where cost sharing is permitted under this Agreement.
2. Relocation performed by the Municipality. If the Company fails to complete the relocation in accordance with Section 7.1 of the Agreement, the Municipality may, at its option, upon reasonable final notice to the Company, complete such relocation and the Company shall pay the Municipality's Costs of the relocation.

Schedule “C”

Application Forms

Road Occupancy Permit Application Form

Township of Lucan Biddulph - Road Occupancy Permit Permit #

Authorizing Construction Activities On or Affecting a Road Allowance

Applicant Information:

Applicant		Address of Work	
Mailing Address:			
Email Address		Telephone	

Contractor Information:

Company Name		Telephone	
Contact Name		Fax	
Address		Mobile/Cell #	

Description of Work:

Application Fee: ☐ \$75.00 Deposit: ☐ \$1000.00 (Minimum) Certified
Cheque OR Other
\$ _____ Certified Cheque

(This completed and signed permit must be returned with both cheques noted above before your copy of the permit will be issued)

The applicant agrees to the following terms and conditions noted below.

Terms and Conditions:

1. It is the applicant's responsibility to inform the Township of Lucan Biddulph when all work is to take place on the road allowance.
2. It is the applicant's responsibility to inform the Township of Lucan Biddulph when the work is complete for inspection by Township staff.
3. The Township of Lucan Biddulph does not guarantee that the location selected for service is not in use by other utilities or services.
4. The applicant agrees prior to beginning any work on the road allowance to properly set up signage and safety devices and this shall be in conformance with the Book 7 of the Highway Traffic manual. Upon completion of the work all signage and safety devices shall be removed. It is the applicant's responsibility to provide all necessary and signage and safety devices.
5. The road allowance shall not be closed at any time. The municipality can close a road upon request. If the road is to be restricted to one lane of traffic the use of properly trained traffic control persons, minimum of two, shall be used to control the flow of traffic.
6. Road crossings may be required to be bored. The asphalt road surface is not to be cut or removed without approval of the Township. All disturbed areas are to be restored to the original condition including any necessary sod, topsoil, and seeding. Damage to sidewalks or the road surface, curb and gutter, ditches shall be repaired by the applicant. If the applicant fails to restore any such damage to the satisfaction the Township of Lucan Biddulph, the Township of Lucan Biddulph shall use the deposit to restore the damages and any further or additional costs will be invoiced to the applicant for payment.
7. All material that is backfilled shall be properly compacted to prevent settling. All disturbed areas are to be restored to original conditions.
8. The applicant shall ensure that all utility locates have been obtained and provide the Township of Lucan Biddulph a copy for our file. The applicant will be responsible for any utility repairs that are necessary if they are cut.
9. The applicant shall ensure that all surface and subsurface drainage in maintained all times and any such drainage works that are damaged are repaired to the satisfaction of the Township of Lucan Biddulph.
10. The applicant agrees to hold the Township of Lucan Biddulph harmless for any damage or liability caused by the work.
11. The applicant shall provide to the Township of Lucan Biddulph a certified cheque for deposit before the work may commence along with the original signed copy of this permit.
12. The deposit will be held for period determined by the municipality after notification from the applicant that the work has been completed and inspected.

Authorization is hereby granted to the applicant and/or agents to perform the described work subject to the listed Terms and Conditions above. By beginning the described work on the Township road allowance, the Applicant(s) agree and bind themselves to **all** the terms and conditions listed above.

Applicant Use Only) Township of Lucan Biddulph (Office

Application Date		Township Signature	
Name (Print)		Deposit/Application Fee (Rec'd/Date)	
Signature		Deposit Released/Date	

Schedule “D”

Municipal Consent Form

There is no form for municipal consent. When requested or required, municipal consent shall be delivered by letter or email, electronically or otherwise.

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the regular council meeting minutes of February 16, 2021 and special meeting minutes of February 23, 2021 be approved as circulated/amended.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

THAT Council receives report no FIN-04-2021 for information and approves the allocation of the unrestricted modernization funding as presented.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That Council authorizes staff to accept the tender from Clarence Carter and Sons for the supply, delivery and spreading of “Granular M” gravel for 2021.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That Council authorizes staff to accept the tender from Den-Mar Brines Limited in the amount of \$67,460.00 for the supply of dust suppressants and road stabilization products in 2021.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH

RESOLUTION

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That Council accepts the recommendation of the Public Works Manager as noted in report no. PW-07-2021 and further directs staff to proceed with Hannah Environmental Equipment Inc. at the quoted repair cost of \$53,000.00 + HST.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:
That if no one cares to speak to these By-laws on their First, Second and Third Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that they be numbered:

- 16-2021 Execution of Packet-Tel Corp. Agreement
- 17-2021 Committee Appointment Bylaw
- 203-2021 Removal of Holding (Smith)
- 204-2021 Removal of Holding (Smith)

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:
That if no one cares to speak to this By-laws on its First, Second and Third Reading, that it be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that it be numbered:

- 18-2021 Confirming Bylaw

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: March 2, 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. 16-2021

**Being a by-law authorizing the execution of a
Municipal Access Agreement between
Packet-Tel Corp. and the Corporation
of the Township of Lucan Biddulph**

Whereas the Company is a “telecommunications common carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“Telecom Act”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “Carrier”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “CRTC”);

And Whereas in order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“Within”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Municipality (collectively, “Rights-of-Way” or “ROWs”) as agreed to by the Parties;

And Whereas pursuant to Section 43 of the Telecom Act, the Company requires the Municipality’s consent to construct its Equipment within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs;

And Whereas the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

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 Packet-Tel Corp.
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 2nd day of March, 2021.

MAYOR

CLERK

Township of Lucan Biddulph

BY-LAW NO. 17-2021

Being a by-law to appoint various persons to Boards and Committees.

THE COUNCIL OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts the following to appoint members to the various Committees and Boards from March 2, 2021 to October 31st, 2022:

- | | |
|---|--|
| 1. Committee of Adjustment | - All Council |
| 2. Land Division Committee | - All Council |
| 3. Lucan-Biddulph Fire Area
(2 Council; 1 Public) | - Mayor Cathy Burghardt-Jesson
- Councillor Daniel Regan
- Dave Goddard |
| 4. Biddulph Blanshard Fire Board
(2 Lucan Biddulph Council; 2 South
Perth Council and 1 Public)

Public Appointee | - Mayor Cathy Burghardt-Jesson
- Councillor Alex Westman
- Mayor Robert Wilhelm
- Councillor Sam Corriveau
- Norm Bilyea |
| 5. Fence Viewers & Livestock
Evaluators (3) | - Mike O'Shea
- Public Works Manager, Jeff Little
- Vacant |
| 6. Upper Thames River Conservation
Authority | - Councillor Alex Westman |
| 7. Ausable-Bayfield Conservation
Authority | - Councillor Alex Westman |
| 8. Bluewater Recycling | - Deputy Mayor Dave Manders |
| 9. Lake Huron Water Supply System | - Mayor Cathy Burghardt-Jesson
- Alternate – Deputy Mayor Dave Manders |
| 10. Emergency Control Group | - Mayor, Cathy Burghardt-Jesson
- Deputy Mayor, Dave Manders
- LB Fire Chief, Ron DeBrouwer
- Fire Chief, Steve Toews
- CAO/Clerk, Ron Reymer
- Economic Development Officer, Lisa
deBoer
- Public Works Manager, Jeff Little
- Facilities Manager, Paul Smith
- Treasurer, Kathryn Langendyk
- Deputy Clerk, Tina Merner
- OPP Representative
- County of Middlesex Rep. (EMS)
- Middlesex-London Health Unit Rep.
- Community Emergency Management
Coordinator, Bettina Weber |

11. Lucan Biddulph Community
Economic Development Committee

- Mayor Cathy Burghardt-Jesson

- Councillor Peter Mastorakos

- Avery Greaves

- Debbie Baines

- Jackie Martens

- Teresa Burns

- Wes Hodgson

- Dan Forbes

- Kelly Nixon

Staff: Economic Development Officer
12. Lucan Santa Claus Parade

- Kim Gooding

- Connie Richardson

- Meghan U'Ren
13. Baconfest Committee

- Mayor Cathy Burghardt-Jesson

- Teresa Burns

- Jackie Martens

- Sheila Hodgins

- Kelly O'Connor

- Barb Tuxford

- Lisa Coddington

- Lucan District Lions Club Representative

- Anne Langendyk

- Clyde Walton

Staff: Economic Development Officer
14. Parks & Recreation Advisory
Committee

- Councillor Daniel Regan

- Councillor Peter Mastorakos

- Colin Haskett

- Todd Bailey

- Jenny Marrinan

- Wayne Hall

- Keith Salter

- Linda Barr

Staff: Parks & Recreation Manager, Parks
& Recreation Coordinator
15. Finance Committee

- Deputy Mayor Dave Manders

- Councillor Daniel Regan

Staff: CAO/Clerk, Treasurer, Public Works
Manager, Parks & Recreation Manager,
Deputy Treasurer

That By-law No. 67-2019 is hereby rescinded.

Read a first, second and third time this 2nd day of March, 2021.

MAYOR

CLERK

Township of Lucan Biddulph

BY-LAW NO. 18-2021

**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 March 2, 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 March 2, 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 March 2, 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
March 2, 2021.

MAYOR

CLERK

TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 203-2021

BEING A BY-LAW TO AMEND THE TOWNSHIP OF

LUCAN BIDDULPH COMPREHENSIVE ZONING

BY-LAW NO. 100-2003

Bryan and Mary Smith

155 Kent Avenue

WHEREAS the Council of the Corporation of the Township of Lucan Biddulph deems it advisable to amend Comprehensive Zoning By-law No. 100-2003;

AND WHEREAS this By-law is consistent with the Provincial Policy Statement, in conformity with the County of Middlesex Official Plan and in conformity with the Lucan Biddulph Official Plan;

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

1. **THAT** Schedule "B", Map No. 8 to the Township of Lucan Biddulph Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the Residential First Density – Holding (R1-H) Zone to the Residential First Density (R1) Zone those lands outlined in heavy solid lines and described as **R1** on Schedule "A" attached hereto and forming part of this By-law, legally described as Part of Lot 60, Plan 220 (geographic Village of Lucan) Township of Lucan Biddulph, in the County of Middlesex designated as Part 5 on Reference Plan 33R-16829.

2. **THAT** this by-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 2nd DAY OF MARCH, 2021.

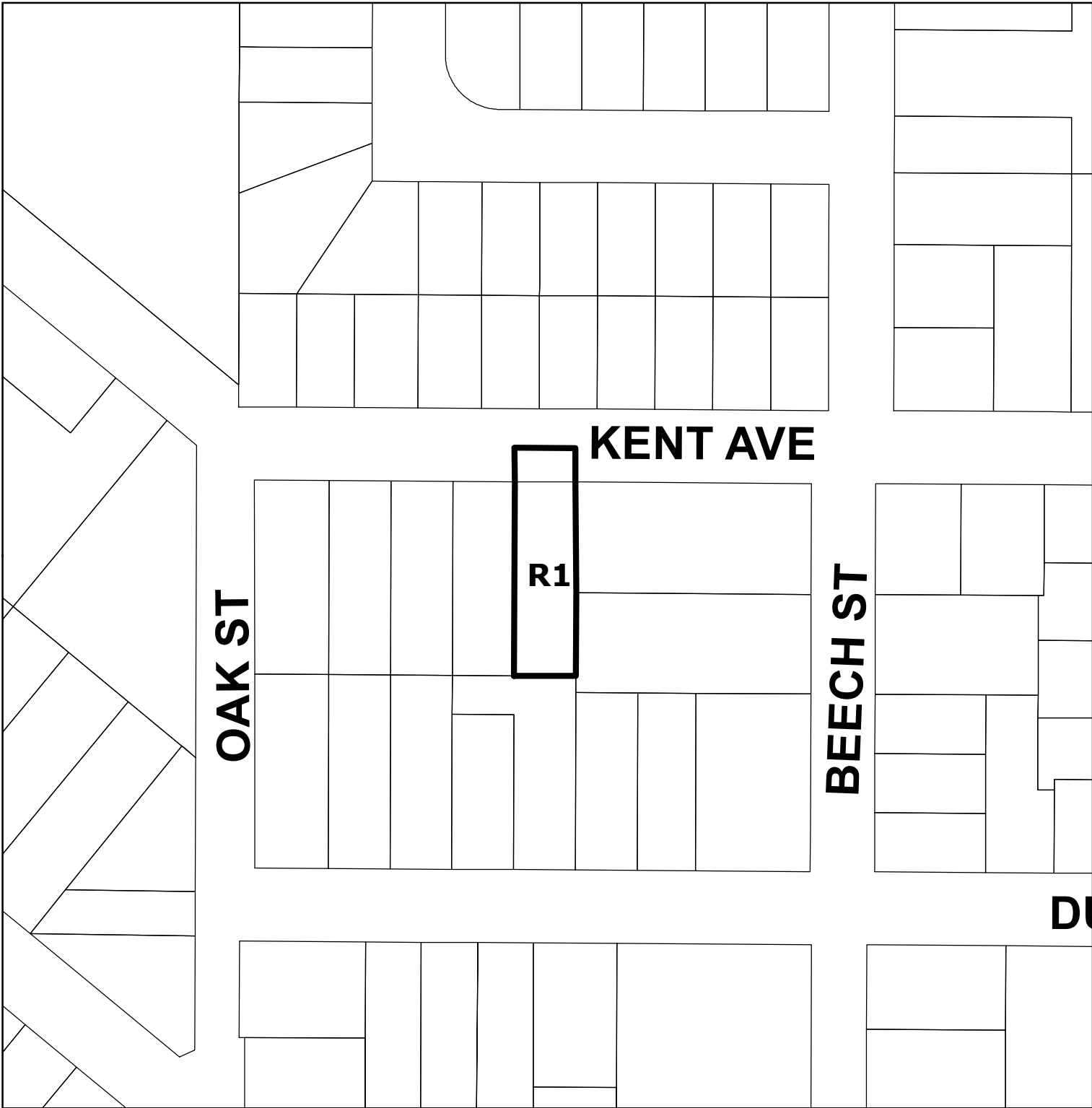
MAYOR

CLERK

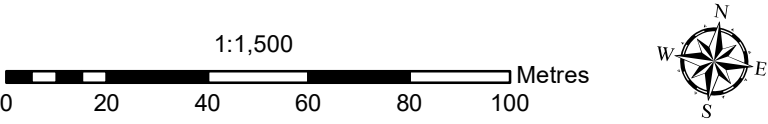
SCHEDULE "A"



Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 203-2021
PASSED THIS 2nd DAY OF March, 2021.



TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 204-2021

BEING A BY-LAW TO AMEND THE TOWNSHIP OF

LUCAN BIDDULPH COMPREHENSIVE ZONING

BY-LAW NO. 100-2003

Bryan and Mary Smith

163 Kent Avenue

WHEREAS the Council of the Corporation of the Township of Lucan Biddulph deems it advisable to amend Comprehensive Zoning By-law No. 100-2003;

AND WHEREAS this By-law is consistent with the Provincial Policy Statement, in conformity with the County of Middlesex Official Plan and in conformity with the Lucan Biddulph Official Plan;

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

1. **THAT** Schedule "B", Map No. 8 to the Township of Lucan Biddulph Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the Residential First Density – Holding (R1-H) Zone to the Residential First Density (R1) Zone those lands outlined in heavy solid lines and described as **R1** on Schedule "A" attached hereto and forming part of this By-law, legally described as Part of Lot 60, Plan 220 (geographic Village of Lucan) Township of Lucan Biddulph, in the County of Middlesex designated as Part 3 on Reference Plan 33R-16829.

2. **THAT** this by-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 2nd DAY OF MARCH, 2021.

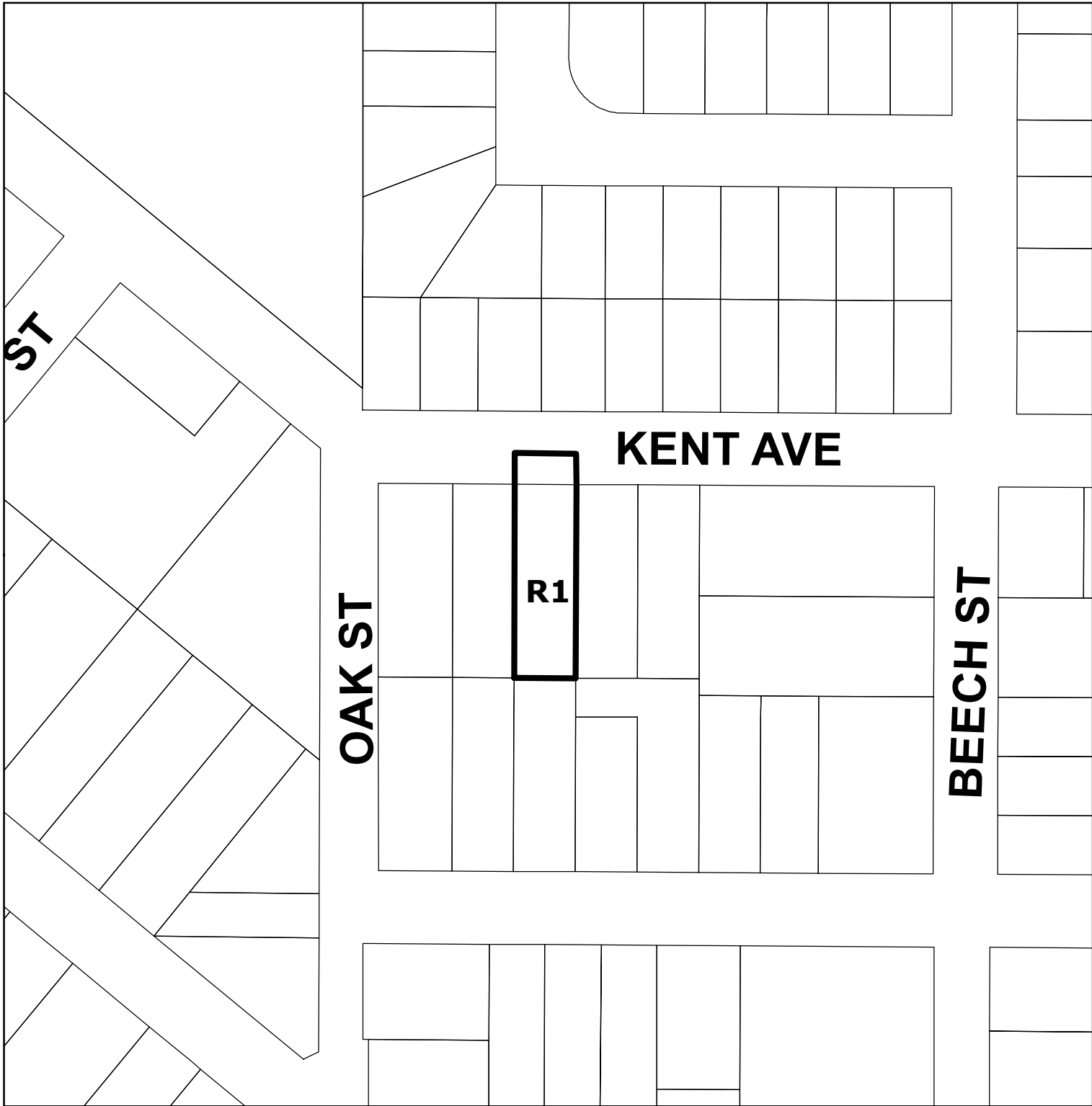
MAYOR

CLERK

SCHEDULE "A"



Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 204-2021
PASSED THIS 2nd DAY OF March, 2021.

