



LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, MAY 18, 2021 6:00 PM
Lucan Biddulph Township Office
270 Main Street P.O. Box 190 Lucan, ON

AGENDA

MEETING TO BE HELD ELECTRONICALLY. THE MEETING WILL BE AVAILABLE AS FOLLOWS AT 6:00 P.M. ON MAY 18, 2021

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

1. **Call to Order**
2. **Disclosure of Pecuniary Interest & Nature Thereof**
The Municipal Conflict of Interest Act requires any member of Council declaring a pecuniary interest and the general nature thereof, where the interest of a member of Council has not been disclosed by reason of the member's absence from the meeting, to disclose the interest at the first open meeting attended by the member of Council and otherwise comply with the Act.
3. **Announcements**
4. **Closed Session**
5. **6:00 p.m. Public Meetings**
(Note: Resolution required for the Council to adjourn its regular meeting in order to sit as a Committee of Adjustment under the Planning Act.)
 - a) Minor Variance Application A-3-2021
Michael Radcliffe, Owner
Jerome Macko, Agent
43 Hardy Court, Lucan, ON
[PL-15-2021 Minor Variance Appl A-03-2021 \(43 Hardy Court\)](#)
 - (Note: Resolution required for the Council to adjourn Committee of Adjustment to convene a Public meeting under the Planning Act.)
 - b) Application for Zoning By-law Amendment (Removal of H Symbol) ZBA-6-2021
2219260 Ontario Inc., Owner/Applicant
Dillon Consulting, Agent
Ridge Crossing Subdivision (Part Block 103, Plan 33M-739 in the Township of Lucan Biddulph)
[PL-16-2021 Zoning Bylaw Appl to Remove H - Ridge Crossing Townhomes Phase 2](#)

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

6. Delegations, Presentations & Petitions

7. Adoption of Minutes

[Special Meeting Minutes - Apr 30 2021](#)

[Council Minutes - May 4 2021](#)

8. Business Arising From the Minutes

[BA - May 18 2021](#)

9. Correspondence

9.1 [Committee to Establish a Middlesex County Archives](#)

[Middlesex County Archives Survey](#)

9.2 [2021 Senior of the Year](#)

9.3 Balance of Communications:

- a. [National Nursing Week](#)
- b. [Letter from Ministry of Attorney General - Alcohol Consumption Regulations](#)
- c. [Emergency Social Services \(ESS\) Initiative](#)
- d. [Town of Blue Mountains Request re Provincial Re-opening Strategy and Frontline Business Experience](#)
- e. [2021 Provincial Day of Action on Litter-Partner Guide](#)
- f. [Drinking Water Source Protection - Municipal Newsletter May 2021](#)
- g. [Notification of Proposal on Modernizing Environmental Compliance Practices and Ontario Community Environment Fund Re-Launch](#)
- h. [Resolutions - 988 Suicide Crisis Prevention Hotline](#)
- i. [Resolution - Planning Act Timelines](#)
- j. [Resolution - Advocacy for Reform Municipal Freedom of Information and Protection of Privacy Act \(MFIPPA\)](#)
- k. [Support Resolution - Road Management Action on Invasive Phragmites](#)
- l. [Support Resolution - re Outdoor Recreation](#)
- m. [Regulatory Proposals under the Conservation Authorities Act](#)
- n. [MLSX BOH Update for April 2021](#)
- o. [AMO Watchfile May 6](#) [AMO Watchfile May 13](#)

10. Committee Reports

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

- g) Parks & Recreation - [PRAC Minutes - May 10 2021](#)

11. Staff Reports

- a) CAO/Clerks Office
 - [CAO-07-2021 - Transfer Payment Agreement - Phase II](#)
[TPA for ICIP Community Culture and Recreation Stream](#)
 - [CAO-08-2021 - Police Services Board](#)
- b) Building/By-law Enforcement
- c) Finance
 - [FIN-08-2021 Community Centre Phase 2 Financing](#)
- d) Planning
- e) Public Works
 - [PW-10-2021 Road Analysis Report](#)
 - [PW-11-2021 Sewer Use By-law Report](#)
- f) Parks & Recreation
 - [PR-06-2021 - Phase II Fundraising](#)
 - [PR-07-2021 Seasonal employee wage adjustments](#)
 - [PR-08-2021 Architectural and Engineering RFP - Phase II Community Centre Renovation Project](#)
- g) Economic Development

12. Councillor's Comments

13. Changes to Budget

14. Notice of Motions

15. Motions and Accounts

[Motion - Accounts paid](#)

[Motions - May 18 2021](#)

16. By-laws

[38-2021 Execution of Transfer Payment Agr - ICIP Agr \(Community, Culture and Recreation Stream\)](#)

[39-2021 Sewer Use By-law](#)

[206-2021 - Removal H Symbol By-law \(Ridge Crossing Ph 2 Townhomes\)](#)

[40-2021 Confirming](#)

17. Adjournment



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

MEETING DATE: May 18, 2021

REPORT

TO: Members of the Committee of Adjustment
Township of Lucan Biddulph

FROM: Dan FitzGerald MPI MCIP RPP, Planner

SUBJ: Application for Minor Variance A-3/2021
Michael Radcliffe (Owner), Jerome Macko (Agent)
43 Hardy Court, Lucan

Purpose:

The purpose of this minor variance application is for relief from comprehensive Zoning By-Law No. 100-2003 of the Corporation of the Township of Lucan Biddulph's zoning standards, to permit a reduced rear yard setback for a deck. The effect would be to accommodate the residential development of the lands in the form of an accessory use (deck) to a single detached residence.

Background (see Figure 1):

The subject property is a 683.5 m² (7358 square foot) parcel of land located on the south west end of Hardy Court crescent in the Ridge Crossing subdivision. The lands are legal known as Lot 21, Plan 33M739 and municipally addressed as 43 Hardy Court. The lands are designated Residential under the Official Plan and zoned Residential First Density Exception (R1-7) Zone, which permits single detached dwellings.

This requested variance would allow relief from the following requirements:

Requirements	Relief Requested
Rear yard depth minimum 7.0 metres	Minimum rear yard depth of 4.74 metres (15.5 ft)

As shown on the plan, the owner has received approval for and constructed a covered porch area off the rear of the house. Under section 4.24 of the Township Zoning By-law, porches are permitted to encroach not more than 2.5 metres into any required rear yard setback. However the Zoning By-law only permits a deck to encroach into the rear yard if the deck is uncovered as per section 2.24 f), necessitating the requested variance.

Policy and Regulation:

The subject lands are designated 'Settlement Area' in the Middlesex County Official Plan, 'Residential' in the Township Official Plan, and zoned a Residential First Density Exception (R1-7) Zone in the Township Zoning By-law.

As per section 8.8 of the Township Official Plan, applications for minor variances to the Zoning By-law are required to be evaluated by the Committee of Adjustment according to the following criteria:

- a) whether the variance is "minor";
- b) whether the general intent and purpose of this Plan and the Official Plan of the County of Middlesex are maintained;
- c) whether with the general intent and purpose of the Zoning By-law are maintained;
- d) whether the variance is desirable for the appropriate use and development of the lands and neighbouring lands;
- e) whether compliance with the Zoning By-law would be unreasonable, undesirable or would impose undue hardship;
- f) whether the variance would result in a substantial detriment, hazard or nuisance that would detract from enjoyment, character or use of neighbouring lands.

As per the Township Zoning By-law, section 7.1.7 requires a minimum rear yard depth of 7.0 metres. Section 4.24 of the Zoning By-law provides additional permissions for encroachments, however decks are only permitted to encroach into the rear yard a maximum of 2.5 metres if they are uncovered.

Analysis:

Section 45(1) of the Planning Act authorizes the Committee of Adjustment to grant relief from the Comprehensive Zoning By-law requirements if a request is deemed to be desirable for the appropriate development or use of the land, building, or structure; the requested relief is minor; and the general intent and purpose of both the Official Plan and Comprehensive Zoning By-law are maintained.

With respect to the Planning Act tests, the development generally is considered to be in keeping with the character of the area being a residential neighbourhood. The proposed variance permits the ability for the Owners to construct a deck under an existing permitted rear porch area on a new single detached dwelling. No additional encroachment beyond the existing rear porch area is proposed. As such, the proposed form of development is considered an appropriate use of land.

The interpretation of what is minor is not necessarily based on the extent to which the zoning by-law is varied. Rather it is based on whether the impact of the variance can be considered minor. Planning staff consider the proposed variance minor as there will be no additional encroachment beyond the existing rear porch. Unacceptable adverse impacts on neighbouring residential uses are not anticipated given the nature of this proposal.

The intent of the rear yard requirement is to ensure compatibility with adjacent uses and to allow sufficient amenity areas. Compatibility with adjacent uses would not be compromised considering the adjacent uses are residential. It is the opinion of planning staff that the proposed 1.9 m reduction to the rear yard setback requirement for the deck maintains the intent of the Zoning By-law as it still provides sufficient space with neighbouring properties and allows for proper maintenance.

Planning Staff also reviewed the proposal against the Official Plan. The intent of the 'Residential' designation is for the lands to be developed for residential purposes, and to ensure compatibility with neighbouring uses. The intent is therefore being maintained as the subject lands are to be developed for residential purposes in the form of an accessory use (deck) for the existing residential development.

Given the above, planning staff is satisfied that the requested interior side yard reductions satisfies the aforementioned Planning Act tests and recommends that the subject application be approved.

This opinion is provided prior to the public meeting and without the benefit of potentially receiving all comments from agencies or members of the public. Should new information arise regarding this proposal prior to or at the public meeting, the committee is advised to take such information into account when considering the application.

Comments:

Notice of the applications have been circulated to agencies, as well as property owners in accordance to the requirements of the Planning Act.

Public Comments:

At the time of writing the subject report, no comments were received from the public regarding this proposal.

In the circulation of the notice to prescribed agencies and the public, the following comments were received:

Ausable-Bayfield Conservation Authority: No comment.

Public Works Manager: No comment.

Chief Building Official: No comment.

Recommendation:

THAT Application for Minor Variance A-3/2021; filed by Jerome Macko on behalf of Michael Radcliffe, for a property located on the south west side of Hardy Court crescent and legally described as Lot 21, Plan 33M739 in the Township of Lucan Biddulph, and municipally known as 43 Hardy Court; **be GRANTED**, subject to the following condition:

THAT the minimum rear yard setback reduction shall only apply to the deck as shown on the attached site plan.

AND FURTHER THAT the reasons for granting Minor Variance Application A-03/2021 include:

- The request complies with the general intent and purpose of the Township of Lucan Biddulph's Official Plan;
- The request complies with the general intent and purpose of the Township of Lucan Biddulph's Comprehensive Zoning By-law;
- The request is minor in nature; and
- The request represents appropriate development on the subject property.

ATTACHMENTS:

1. Location Map.
2. Site Plan.

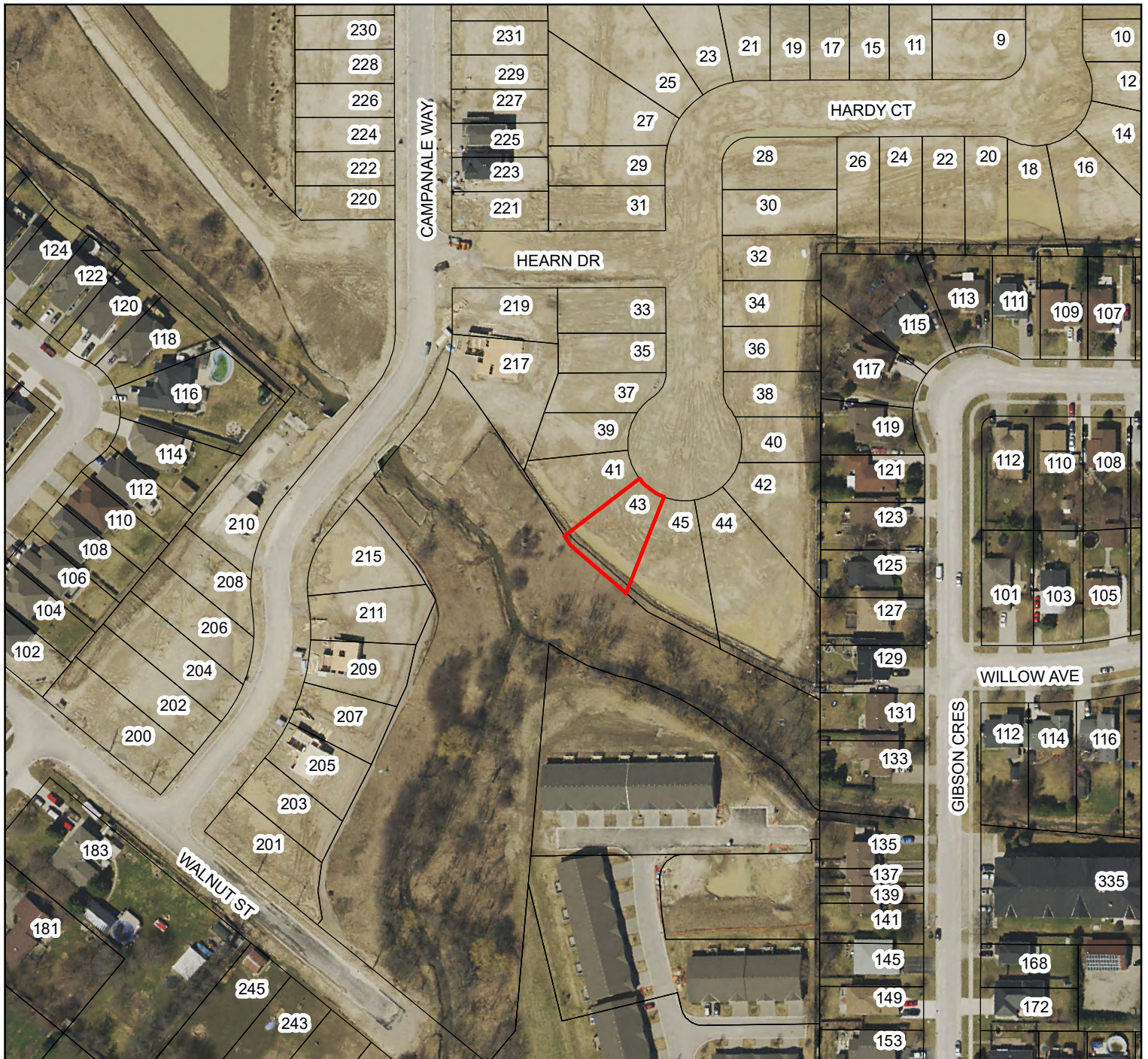
APPLICATION FOR MINOR VARIANCE: A3/2021

Owner: Michael Radcliffe



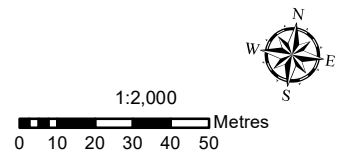
43 Hardy Court, Lucan
Township of Lucan Biddulph

Township of LUCAN BIDDULPH

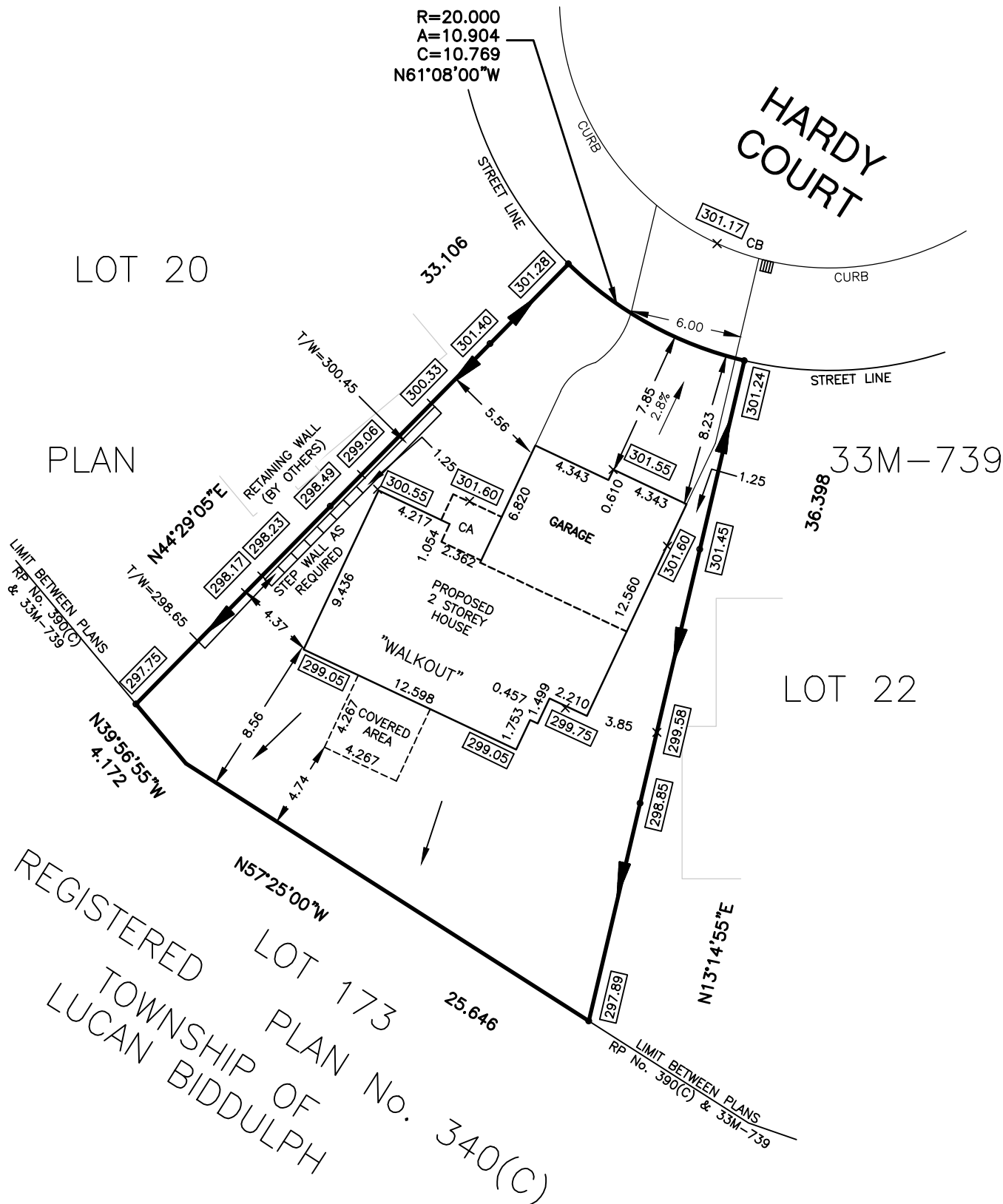


Published by the County of Middlesex
Planning Department,
399 Ridout Street North, London, ON N6A 2P1
(519) 434-7321
May 2021

 **SUBJECT LANDS**



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.*



LOT GRADING PLAN
OF ALL OF
LOT 21, PLAN 33M-739
MUNICIPAL NUMBER 43
IN THE
TOWNSHIP OF LUCAN BIDDULPH
COUNTY OF MIDDLESEX



METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES:
TOP OF FOUNDATION ELEVATION=301.75
UNDERSIDE OF FOOTING ELEVATION: FRONT=299.06
UNDERSIDE OF FOOTING ELEVATION: REAR =297.80
DRIVEWAY ELEVATION AT GARAGE ENTRANCE=301.55
DRIVEWAY HAS A 2.8% SLOPE TO CURB
BASEMENT WINDOW SILL ELEVATION=N/A
CA DENOTES COVERED AREAS
234.45 DENOTES PROPOSED ELEVATION

8'-4" WALL
6" FOOTING
8" GARAGE CUT

ENGINEER'S CERTIFICATE:
I HEREBY CERTIFY THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE WORKS COMPLY WITH SOUND ENGINEERING DESIGN AND THAT THE PROPOSED GRADING IS IN GENERAL CONFORMITY FOR DRAINAGE AND RELATIVE ELEVATIONS, WITH THE ACCEPTED SUBDIVISION GRADING PLANS FILED WITH THE CITY ENGINEER OR ATTACHED TO THE SUBDIVISION AGREEMENT.



PLAN DRAWN: SEPTEMBER 8, 2020



ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

**BUILDING COVERAGE INCLUDES COVERED AREAS

	Area m.sq.	Coverage %
Driveway	64.091	9.38
Building	148.381	21.71
Landscape	408.148	59.70
Garage	62.993	9.21

DRAWN BY: MIG	DIGITAL FILE: M739L021.dwg	BUILDER: Radcliffe, Mitchell
CHECKED BY: X	COGO FILE: 33M739GN.COG	
Plot date: Sep 17, 2020	FILE No: LU-M739-01-42	

F:\Projects\BLDRS\33M700-\M725-M749\33M739 (Ridge Crossing 3)\Lot 21\cad\M739L021.dwg

CERTIFICATION OF LOT GRADING DESIGN BY
AGM ENGINEERING LTD.



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

Meeting Date: May 18, 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 6/2021) and Request for Condominium Exemption
2219260 Ontario Inc. (Owner), c/o Dillon Consulting Limited (Agent)
Ridge Crossing Townhouses – Phase 2, 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 nine (9) block, forty-four (44) unit townhouse development; and to support the developer’s request for a condominium exemption with the determination that another public meeting is not necessary.

Background (refer to Key Map):

The subject property is a 1.01 hectare (2.51 ac) located on the south side of Nicholson Street and west of Miller Drive in the Ridge Crossing Subdivision. The lands are vacant and are designated ‘Residential’ in the Township of Lucan Biddulph’s Official Plan. They are currently zoned a site-specific Residential Third Density Exception – Holding (R3-6-H). Currently, the zoning permits development in the format of townhouse dwellings.

Respecting the request for the removal of a holding symbol, the properties were previously subject to a Zoning By-law Amendment and Site Plan Application, which have both received approval from Council. The existing zoning on the lands contains an H – holding symbol which requires municipal services to be extended to the site prior to removal. Servicing has been extended and the applicant has entered into both a Subdivision Agreement and Site Plan Agreement.

Respecting the request for a condominium exemption, Council considered and approved the site plan application for the townhouse development on May 4, 2021 with the understanding identified that the proposal would be developed as a townhouse condominium. The Condominium Act provides for applications for condominium approval to be dealt with in one or two ways. The first generally involves a process similar to an application for draft plan of subdivision where, after appropriate circulation, a proposal receives 'draft' approval, contingent on the applicant satisfying a number of conditions prior to final approval. The second is where the approval of the condominium is exempt from the ‘draft’ approval stage and proceeds directly to final approval. The exemption process is intended to apply to proposals that have previously undergone a complete evaluation, are subject to a site plan agreement and comply with the Zoning By-law and where no further conditions of approval are required by the municipality or any agencies. The developer is seeking a condominium exemption which requires approval from the County of Middlesex being the delegated approval

authority. To process the developer's request, the County's Director of Planning requires a resolution from Township Council indicating support for the exemption and that another public meeting is unnecessary.

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.

Additionally, recognizing that the developer has received site plan approval, the development complies with the Zoning By-law through a zoning by-law amendment and no further conditions of approval are required by the Township, the County or any agencies; deeming the request for a condominium exemption is appropriate. No further public consultation is warranted considering public consultation was required to establish the zoning.

Recommendations:

THAT the request to remove the holding (H) symbol by 2219260 Ontario Inc to allow for the construction of a nine (9) block, forty-four (44) unit townhouse development be granted and that the implementing By-law's be passed.

AND FURTHER THAT Township Council recommends to the County of Middlesex that the request for the condominium exemption by 2219260 Ontario Inc. for lands legally described as Part of Block 103 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, is appropriate and that no further public consultation be required.

Attachments:

1. Location Map
2. Approved Site Plan
3. Planner Recommendation Report – Site Plan Approval

APPLICATION FOR ZONING BY-LAW AMENDMENT: ZBA 2-2021

2219260 Ontario Inc. (Owner)

Dillon Consulting Limited c/o Melanie Muir (Agent)

Nicholson St

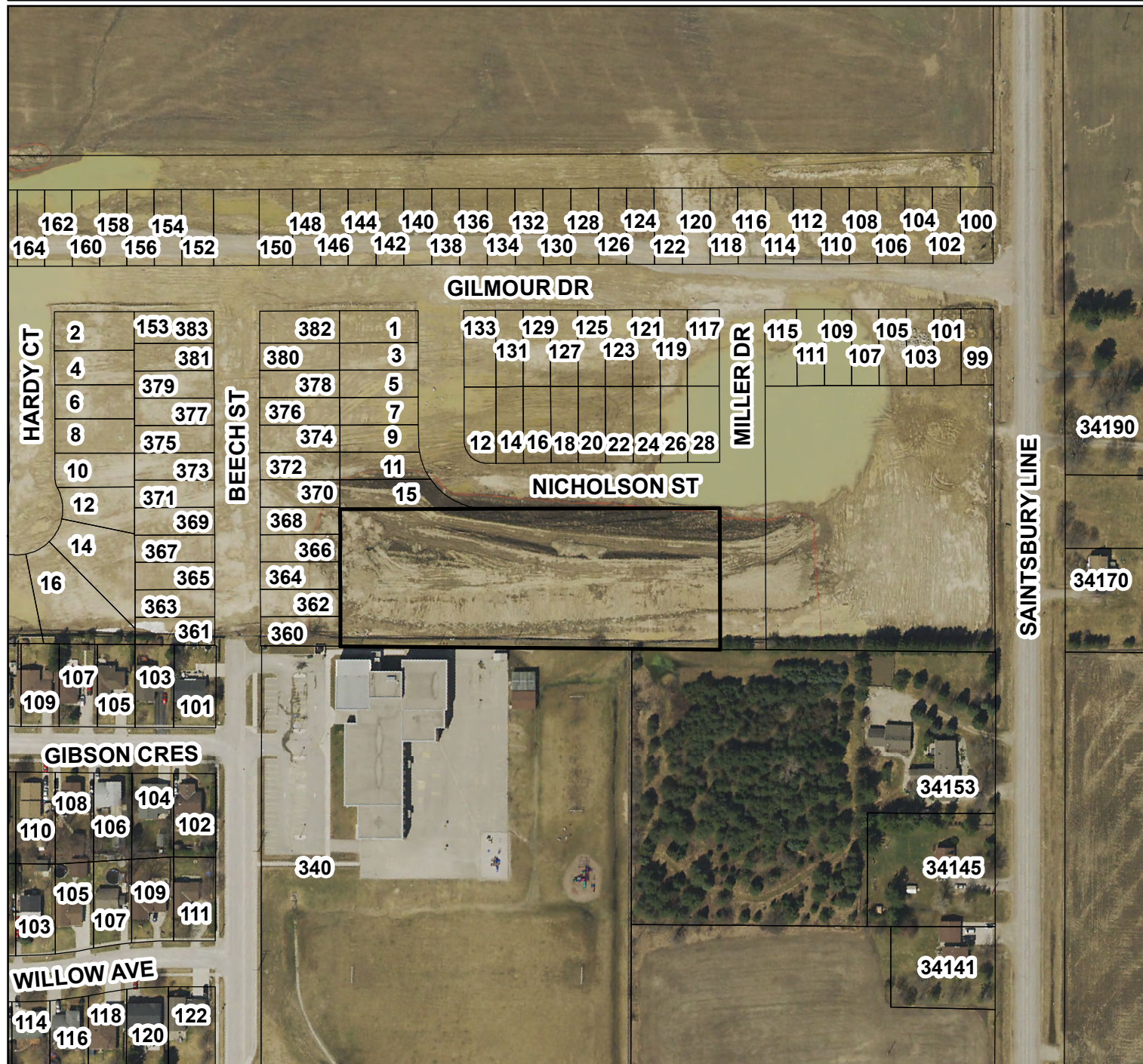
Plan 33M739 BLK 103

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
January 2021



Subject Lands



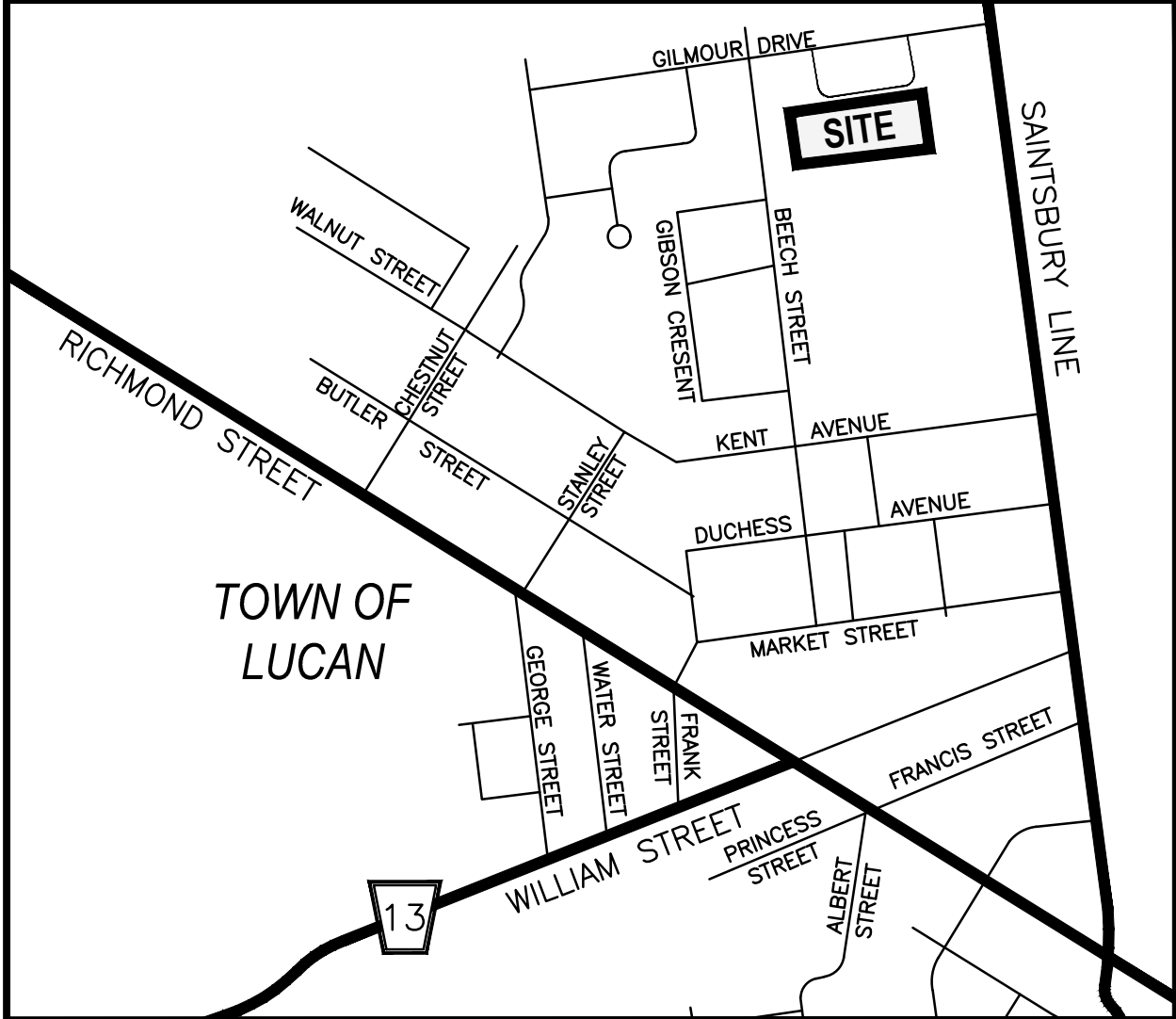
1:2,500



0 10 20 30 40 Metres

ORTHOPHOTOGRAHY: SWOOP 2015

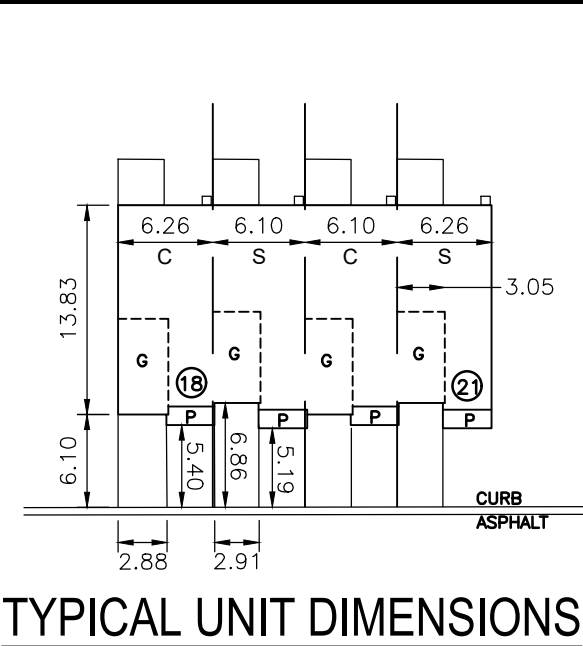
Disclaimer: This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.



SITE DATA TABLE R3-6 ZONE		
ZONING PROVISIONS	REQUIRED	AS SHOWN ON PLAN
(a) PERMITTED USES	TOWNHOMES	TOWNHOMES
(b) LOT AREA (m ²) (min)	1500	1.01ha
(c) LOT FRONTAGE (m) (min)	30.0	>30.0
(e) EXTERIOR SIDE YARD(m)	3.5	2.75*
(f) INTERIOR & SIDE YARD (m) (min)	1.5	>=1.5
(i) OUTDOOR AMENITY AREA MINIMUM	35%	0.64ha = 63%
(j) LOT COVERAGE % (max)	40%	0.38ha = 37%
(k) HEIGHT (m) (max)	10.0	<=10.0
(l) FRONT YARD (m)	6.0	6.0
(m) REAR YARD (m)	7.0	6.0*
(n) DENSITY		39 U/Ha
(o) NUMBER OF UNITS		44
(p) PARKING		88
(q) VISITOR PARKING		9

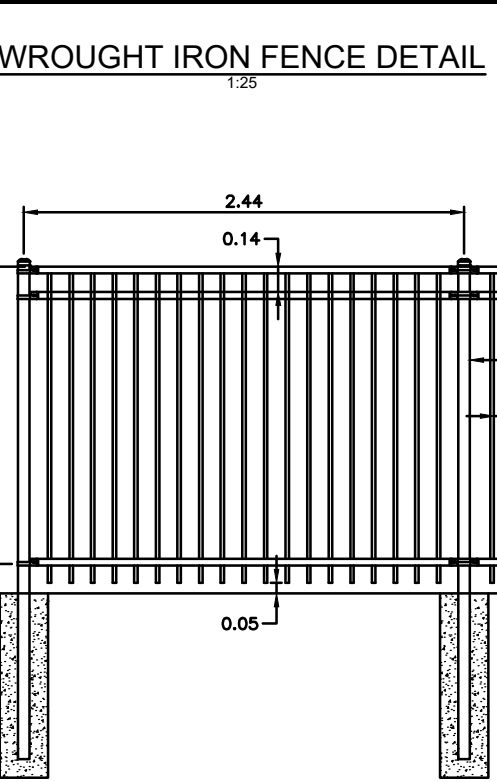
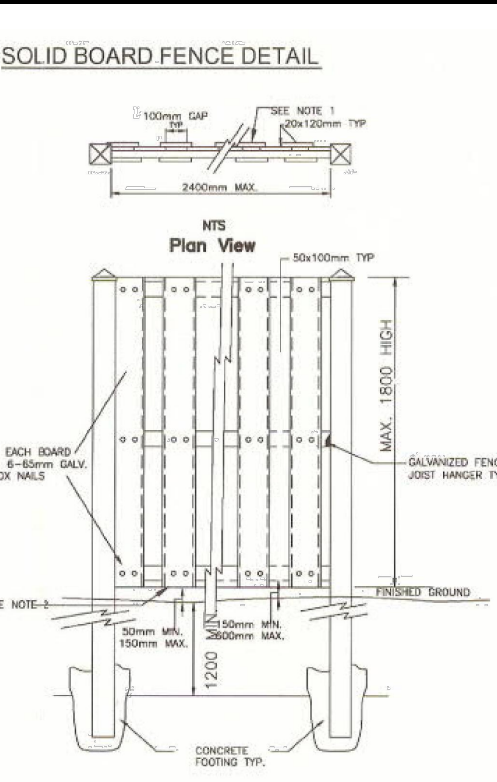
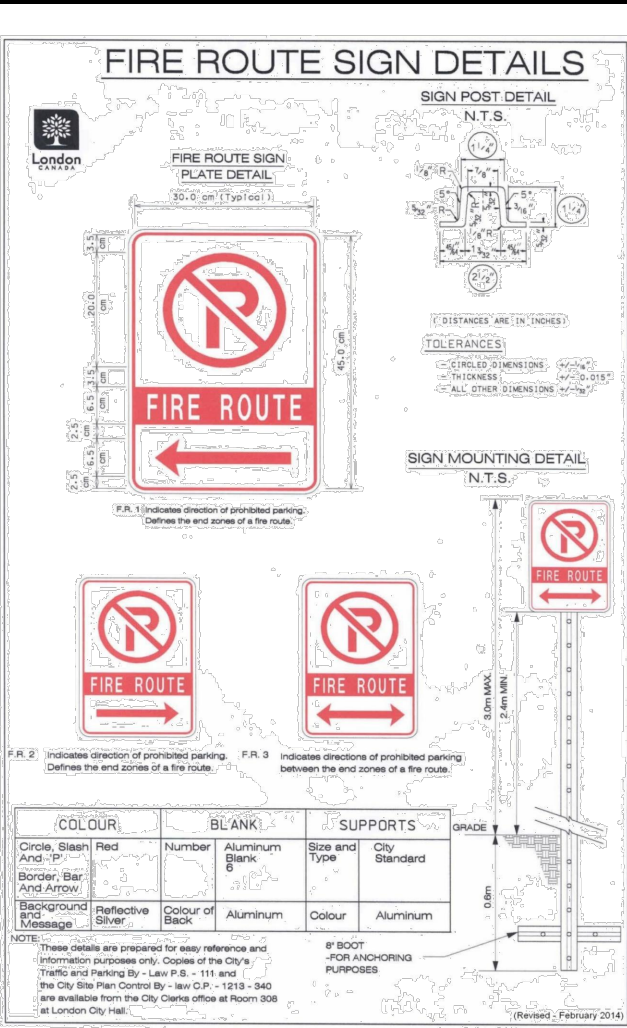
* SITE SPECIFIC R3-6 ZONE REQUIRED TO ADDRESS PROVISION

NOTE:
1. PARKING - 2 SPACES PER UNIT (GARAGE & DRIVEWAY)
- 9 VISITOR SPACES



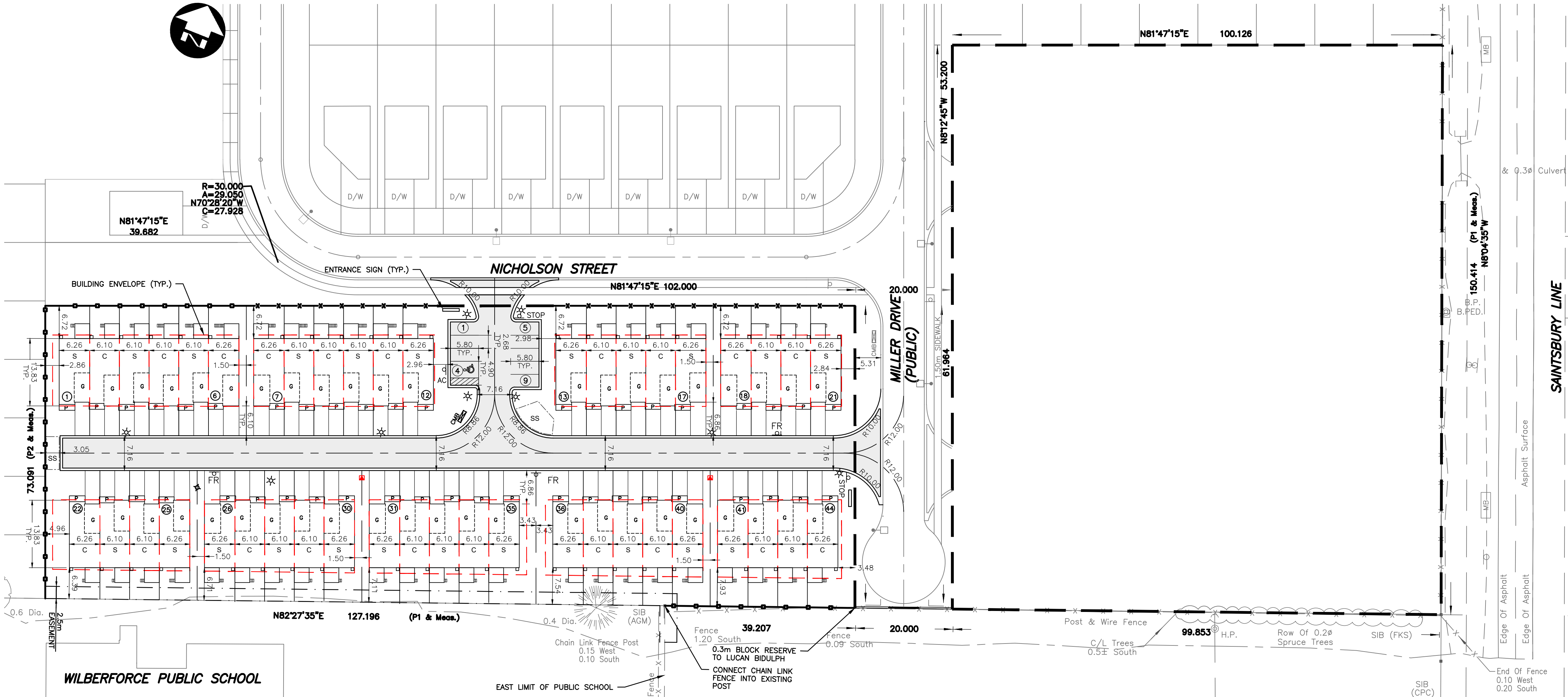
NTS

- P PATIO
- G GARAGE
- 18 UNIT NUMBER
- S STOCKTON UNIT LAYOUT
- C CAMDEN UNIT LAYOUT
- 10'x10' PLATFORM DECK
- AIR CONDITIONER UNIT



- NOTES:
1. POST SIZE DEPENDS ON FENCE HEIGHT AND WIND LOADS. SEE MONTAGE PLUS SPECIFICATIONS FOR POST SIZING CHART.
 2. THIRD RAIL REQUIRED FOR DOUBLE RINGS.
 3. AVAILABLE IN 3" AIR SPACE AND/OR FLUSH BOTTOM ON MOST HEIGHTS.

- NOTE:
1. ALL RADII PRESENTED ARE TO EDGE OF PAVEMENT
 2. ROAD DIMENSIONS ARE TO BACK OF CURB.
 3. GARBAGE AND RECYCLING TO BE STORED WITHIN BUILDING UNTIL COLLECTION DAY. GARBAGE COLLECTION WILL BE AT CURB SIDE OF EACH UNIT FOR MUNICIPAL PICK UP.
 4. OUTDOOR LIGHTS TO BE DIRECTED AWAY FROM ADJACENT RESIDENCES AND MOUNTED ON TOWNHOUSE.



LEGEND

- STOP SIGN
- FIRE ROUTE SIGN
- ACCESSIBLE SIGN
- COBRA HEAD STREET LIGHT
- POST TOP STREET LIGHT
- PROPERTY LINE
- EASEMENT
- 1.8m HIGH WOOD FENCE
- WROUGHT IRON FENCE
- CHAIN LINK FENCE
- BUILDING ENVELOPE
- FIRE HYDRANT
- COMMUNITY MAILBOX
- UNIT NUMBER
- PARKING SPACE NUMBER
- FIRE ROUTE
- HYDRO ONE TRANSFORMER
- SNOW STORAGE

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.



DILLON CONSULTING

No.	ISSUED FOR	DATE	BY
04	ISSUED FOR REVIEW (3RD)	MAR 2021	JDJ
03	ISSUED FOR TENDER	FEB 2021	JDJ
02	ISSUED FOR REVIEW (2ND)	JAN 2021	JDJ
01	ISSUED FOR REVIEW	OCT 2020	JDJ

DESIGN	REVIEWED BY
BJP	JDJ
DRAWN	CHECKED BY
BJP	JDJ
DATE	SCALE
FEBRUARY 2021	1:500

2219260 ONTARIO INC.
RIDGE CROSSING TOWNHOUSE DEVELOPMENT COMPLEXES

SITE PLAN

PROJECT NO.
115033

SHEET NO.
01



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

MEETING DATE: May 4, 2021

REPORT

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

FROM: Dan FitzGerald, MPI MCIP RPP

SUBJ: Site Plan Approval – Ridge Crossing Phase 2 Townhomes
2219260 Ontario Inc. (Vito Campanale)
Dillon Consulting Ltd. c/o Jason Johnson (Agent)
Nicholson Street and Miller Drive, Lucan

Purpose:

The purpose of this report is to evaluate a request for site plan approval to facilitate residential development in the form of forty-four (44) townhouse dwelling units.

Background:

As shown on the attached map, the subject lands are situated on the west side of Miller Drive and on the south side of Nicholson Street. The land primarily backs onto the Wilberforce Public School and is located in the Ridge Crossing Subdivision. As per the zoning, the lands would accommodate a townhouse development comprised of 9 townhouse blocks with a total of 44 two-storey units. The property is zoned R3-6-H which permits townhouse dwellings. This development constitutes Phase 2 of the lands situated on the south side of Nicholson Street and adjacent to Wilberforce Public School. The townhouse units are to be “free-hold” in that each unit would be under separate ownership. To facilitate that arrangement, a separate approval will be required by the County of Middlesex.

The developer has applied for site plan approval whereby a series of plans and drawings have been submitted to the Township for review and acceptance. For site plan approval, there is no public consultation required under the Planning Act in that only the developer has the right of appeal. This report only contemplates the development of the remaining phase; that being Phase 2.

Analysis:

Although the site plan approval proposal consists of a series of detailed plans ranging from site grading and servicing to landscaping which are collectively appended to the site plan agreement, the overarching plan is attached for Council’s reference.

To permit development of this site, Miller Drive has been extended to the south limit, past Nicholson Street. The plans appended to the site plan agreement show two separate dedicated access points; one from Nicholson Street and the second from Miller Drive. Additionally, of note to Council, the applicant has added visitor parking stalls as required in the amended zoning by-law and has also included a barrier free stall in close proximity to the community mail box. The plans also provide internal tree plantings in the front yard of each unit. Snow storage has been considered and will be the requirement of the future condominium

corporation to manage. In all, planning, building, fire and engineering staff as well as the County Engineer are satisfied with the plans given the revisions undertaken.

To implement the accepted plans, a Site Plan Agreement has been prepared for Council's consideration which includes a number of requirements including but not limited to: access, parking, fire routes, servicing, grading, fencing, and landscaping. It is staff's position that building permits should only be made available once underground services are installed and internal roadways are accessible by Emergency Services. As noted in the Township's Site Plan Control Area By-law and captured in the Agreement, the developer is responsible to provide security for 50% of the estimated cost of the works required prior to commencement. The developer has provided this security to the Township. Furthermore, there is an obligation for the Agreement to be registered on title.

Recommendations:

THAT a By-law be passed to authorize the Mayor and the Clerk to enter into Site Plan Agreement for lands legally described as Block 103 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, provided the Site Plan Agreement is to the satisfaction of the Township's legal counsel.

Attachments:

1. Location Map
2. Site Plan
3. Site Plan Agreement

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 and T. Merner-Deputy Clerk

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 10:00 a.m. The meeting took place electronically.

Declaration of Pecuniary Interest & Nature Thereof

None.

1/ Closed Session

Moved by A. Westman

Seconded by D. Regan

Resolved that Council adjourn its regular meeting in order to conduct a closed session pursuant to Section 239 (3.1) of the Municipal Act for the purpose of educating and training members of Council.

CARRIED

2/ Rise from Closed Session

Moved by D. Manders

Seconded by D. Regan

Resolved that Council reconvene its regular meeting at 11:15 a.m.

CARRIED

Staff Reports

R. Reymer reviewed report no. CAO-04-2021 regarding the Transfer Payment Agreement for the Fire Safety Grant Program. He noted funds from this grant will be used towards the costs of sending four of our volunteer fire fighters to training being offered in Elgin County.

3/ Fire Safety Grant Program

Moved by A. Westman

Seconded by D. Regan

The Corporation of the Township of Lucan Biddulph supports the Fire Safety Grant Program being offered through the Ministry of Community Safety and Correctional Services.

CARRIED

4/ Confirming

Moved by P. Mastorakos

Seconded by A. Westman

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 and that they be numbered:

- 31-2021 Execution of Transfer Payment Agreement*
- 32-2021 Confirming By-law*

CARRIED

5/ Adjournment

Moved by A. Westman

Seconded P. Mastorakos

Resolved that the Council meeting be adjourned at 11:19 a.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, Councillor P. Mastorakos and Councillor A. Westman

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

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 9:00 am. The meeting took place electronically.

Declaration of Pecuniary Interest & Nature Thereof

a. <u>Member</u>	<u>Item #</u>
Councillor P. Mastorakos	11 (g)

Nature of Conflict

Owns investment property that could potentially benefit from the Community Improvement Plan

Announcements

Today marks our first daytime council meeting. Now that council meetings are virtual and uploaded to YouTube, it allows for the public to watch council meetings at their convenience. We do have another one planned for October. I would encourage anyone watching to let us know what you think about holding daytime meetings.

This week is Mental Health Week. As has been stressed so many times during the past 14 months, there are many stressors and triggers that have been brought on because of the restrictions that have been imposed on us, the isolation many of us have experienced and the balancing of work, school, home in this new virtual world.

I encourage you, should you be experiencing changes to your mental health to reach out to your healthcare provider, a community resource or a trusted friend or family member. If you see a family member or friend struggling, please be that support to guide them to a resource.

Sometimes it takes effort. When you ask someone how they are doing and they answer, "I'm fine..." that might be a sign to dig a bit deeper. That there is more going on.

I attended the St. Joe's Breakfast of Champions this morning. I was once again reminded that we all have a role to play when it comes to Mental Health Awareness and Mental Health Matters. Let's all be the community we want, let's take the stigma out of mental health discussions.

Vaccination availability opens up considerably on Thursday in the Middlesex London region. It is important to remember when you are eligible, you are always eligible. That being said as of Thursday as more demographics become eligible, it will more difficult to get an appointment through the mass vaccine clinics. If you are eligible now and you have not scheduled an appointment, I would encourage you to do so.

Vaccinations are not the only solution to this pandemic. We must still adhere to protocols. It is our responsibility to still be: physically distant, to get tested if we have symptoms, to stay home, to keep our bubble small, to wash our hands, to wear masks and to get vaccinated when you are eligible. When we are out of this and when history looks back on how we handled this pandemic. How do you want your role to be reflected upon? Do you part, adhere to protocols and get the vaccine.

Delegations

Brenda Slater, Account Manager – MPAC

B. Slater presented information regarding tax assessments across the province. She noted 90% of assessments across the province are residential and in Lucan Biddulph 48% of the assessment base is residential and 46% is farm. B. Slater advised the Ministry of Finance sets the legislation that dictates how MPAC completes the assessments. She also provided an update regarding the next province wide assessment, noting the 2022 taxation year assessment update has been paused due to the global pandemic. She further advised that current assessment values will continue to be based on the January 1, 2016 values. Discussion followed regarding new builds and how they are assessed, special exemption assessments,

timing for assessment updates, re-assessment requests and the process involved and how we can ensure accuracy of the voter's list generated by MPAC.

B. Slater exited the meeting at 9:38 am

1/ Minutes

Moved by P. Mastorakos

Seconded by D. Regan

That the following council minutes be approved as circulated:

- *Regular Council Minutes April 20, 2021*
- *Special Council Minutes April 15, 2021*
- *Regular Council Minutes April 6, 2021*
- *Closed Session Council Minutes April 20, 2021*
- *Closed Session Council Minutes April 6, 2021*
- *Closed Session Council Minutes March 30, 2021*
- *Closed Session Council Minutes February 23, 2021*
- *Closed Session Council Minutes January 29, 2021*
- *Closed Session Council Minutes January 5, 2021*
- *Closed Session Council Minutes December 15, 2020*
- *Closed Session Council Minutes December 1, 2020*

CARRIED

Business Arising

C. Burghardt-Jesson noted all items are on-going at this time.

Correspondence

Discussion took place regarding item 9.1 and Mayor C. Burghardt-Jesson noted she will be attending the Municipal Code of Conduct consultation on behalf of the County.

2/ Municipal Code of Conduct Consultation

Moved by A. Westman

Seconded by D. Regan

That Council authorize Deputy Mayor D. Manders to attend the Municipal Code of Conduct consultation on behalf of Lucan Biddulph and Councillor P. Mastorakos in his absence.

CARRIED

3/ Receive Correspondence

Moved by A. Westman

Seconded by P. Mastorakos

That Items 9.1 through 9.2 (Correspondence) be received for information.

CARRIED

Committee Reports

CEDC

L. deBoer gave an update on some upcoming main street projects including art projects, Adirondack chairs to be placed in front of a few local businesses and a new mural on the side of the Thai Pad building.

UTRCA and ABCA

Councillor A. Westman gave an update on both meetings including shoreline management along Lake Huron and source water protection.

Staff Reports

CAO/Clerk

R. Reymer reviewed report CAO-05-2021 and noted Council has allotted \$60,000 in the 2021 budget towards a Fire Services Master Plan. He further noted staff is waiting to confirm what the Municipality of Perth South's participation will be in our study at which time we will then be able to move forward with drafting an RFP. Discussion followed regarding current and future needs assessment of our community, the timeframe involved and the consultant's involvement.

4/ Report No. CAO-05-2021 – Fires Services Master Plan update

Moved by P. Mastorakos

Seconded by A Westman

That report no. CAO-05-2021 be received for information.

CARRIED

R. Reymer reviewed report no. CAO-06-2021 and advised the Transfer Payment Agreement will be brought forward for Council’s consideration at the next meeting. R. Reymer further noted that although Spriet Associates have already completed most of the engineering for the Community Centre renovation project the Transfer Payment Agreement requires standard purchasing and procurement rules are followed therefore staff has undertaken steps to advertise for engineering and construction supervision services. Questions followed regarding and estimate on increased costs for construction and R. Reymer noted that until the project is tendered and final engineering completed we are not certain of those increased costs.

5/ Report No. CAO-06-2021 – Phase II Community Centre Project update

Moved by D. Regan

Seconded by D. Manders

That report no. CAO-06-2021 be received for information.

CARRIED

Finance

K. Langendyk noted the 2021 tax rate bylaw is included for adoption.

Planning

D. Fitzgerald reviewed report no. PL-13-2021 regarding a Part Lot Control exemption bylaw for Questcapade Land Developments. He noted the applicant did receive part lot control exemption in August of 2019, however unfortunately they failed to register the lots on title therefore have requested part lot control exemption at this time.

6/ PLC-1-2021 – Part Lot Control exemption

Moved by D. Regan

Seconded by A. Westman

That Council receives report no. PL-13-2021 and accepts the Planner’s recommendation.

CARRIED

D. Fitzgerald reviewed report no. PL-14-2021 and noted the developer is proposing to construct 9 townhouse blocks with a total of 44 units. He noted this is the last block for development in the Ridge Crossing subdivision.

Discussion followed regarding density of the complex and how to correct issues such as accessibility, walking and biking going forward. D. Fitzgerald noted these developments are not municipal standard roads, and Council may want to consider further exploring something in the Official Plan and/or urban design standards to address these issues. D. Fitzgerald suggested an option would be designating the entire village of Lucan with a secondary plan which would provide the opportunity to include design standards that developers are expected to meet related to private land sites such as condo developments. Staff was requested to bring a report forward regarding options for a secondary plan.

7/ SPA-4-2020 Ridge Crossing

Moved by D. Manders

Seconded by D. Regan

That Council receives report no. PL-14-2021 and accepts the Planner’s recommendation.

CARRIED

Public Works

J. Little provided a verbal update on the construction projects under way in Lucan and noted Frank Street is on schedule and the Saintsbury and Richmond Street traffic lights are proceeding.

J. Little advised the flower program will begin next week with staff beginning to prepare the planters and beds for planting the beginning of June. J. Little welcomed Carrie Triebner who will be taking on Bryan Smiths duties as he retires this year.

J. Little noted a request for improvement to the 1984 Hardy Drain has been received and a motion to appoint Spriet Associates as the Engineer is included.

Parks & Recreation

P. Smith gave an update regarding the chiller efficiency report and noted due to minimal activity at the arena a fall report of the efficiency results is recommended.

P. Smith gave a further general department update and noted community surveys are going out today regarding the playground equipment for the community centre and Granton park; the tree grant program has been delayed until the fall at which time staff will need to re-apply and the community gardens are underway at the Lucan Community Centre.

Economic Development

L. deBoer reviewed report no. EDC-06-2021 regarding proposed 2021 community improvement

plan projects. She noted and Accessibility audit and Streetscape design concept have been recommended to develop for this year. L. deBoer recommended that staff continues with the downtown beautification program for this year and by 2022 staff would be ready to open up applications for some other projects.

Councillor’s Comments

Councillor A. Westman gave an update regarding donations received for the speed awareness signs in Granton and noted residents and groups have raised enough funds for two signs, therefore he would like to request Councils support to purchase two speed signs. J. Little advised he has spoken to the County regarding the placement of two signs on this stretch of road and they have no issues as long as they are placed in an appropriate location. J. Little further noted two signs do create an increased service level. Mayor C. Burghardt-Jesson cautioned Council on the possibility of opening the Township up to further similar requests from residents in the future.

8/ Speed Awareness Signs for Granton

Moved by A. Westman
Seconded by D. Regan
That Council approve the request to purchase two speed signs from the funds raised by the Granton Community.

CARRIED

Notices of Motion

None

Motions

9/ Hardy Drain 1984 appointment

Moved by A. Westman
Seconded by D. Manders
That the Township of Lucan Biddulph council appoint Spriet Associates London Ltd. under Section 4 (or 78) of the Drainage Act to prepare a drainage report for the requested work to the Hardy Drain 1984 subject to the required 30 days notice to the applicable Conservation Authority.

CARRIED

10/ Community Improvement Plan Projects

Moved by D. Manders
Seconded by D. Regan
THAT Report No. EDC-06-2021 be received;
AND THAT Council direct staff to issue Request for Proposals for the development of an Accessibility Audit and Streetscape Design Concept Plan as recommended by the Community Improvement Plan;
AND FURTHER that Council approve the Downtown Beautification Grant Program in the amount of \$3500 for the 2021 Calendar year.

CARRIED

11/ Bylaws

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

- 33-2021 Road Dedication Bylaw (Ridge Crossing Phase 1 and 1B)
- 34-2021 Part Lot Control Exemption Bylaw (Block 30 Olde Clover Village)
- 35-2021 Execution of Site Plan Agreement
- 36-2021 Tax Rate Bylaw
- 37-2021 Confirming Bylaw

CARRIED

12/ Adjournment

Moved by D. Regan
Seconded A. Westman
Resolved that the Council meeting be adjourned at 10:54 a.m.

CARRIED

Business Arising – Minutes of May 4, 2021

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Council Code of Conduct	Necessary updates as discussed in April 30 th closed session	Staff to amend Code of Conduct accordingly	June 2021
Secondary Plan	Options for design standards on private lands i.e. condo developments	Staff to bring forward report outlining options to consider	June 2021

Previous Meetings

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Dog Tag Feasibility Report	ongoing feasibility of selling dog tags	Staff to provide a report	Fall 2021
Fire Services Master Plan	recommendation from both Fire Area Boards that Council consider a Fire Services Master Plan	Staff to prepare a report outlining potential terms of reference, draft RFP document along with estimated costs	ongoing
Sidewalk Inspection	Determination for sidewalk repair	Staff to provide report on condition of sidewalks	Late Spring 2021
Ice Chiller Efficiency	Energy Savings results from Ice Chiller upgrade	Staff to provide report on cost savings realized	Fall 2021
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
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	ongoing

Committee to Establish a Middlesex County Archives

OFFICERS

Chair – Carol Small
proposedmiddlesexcountyarchive@gmail.com

Secretary – Bev Hughes

Archivist – Carolyn
 Bart-Riedstra

MEMBERS

Ekfrid Community
 Museum

Fanshawe Pioneer Village

Glencoe & District
 Historical Society

Komoka Railway Museum

London & Middlesex
 County Branch, Ontario
 Genealogical Society

London & Middlesex
 Historical Society

Lucan Area Heritage
 Society

Middlesex Centre
 Archives

Middlesex Centre
 Historical Society

Middlesex County Library

Mossley Post Heritage
 & Citizenship Society

North Middlesex
 Historical Society

Strathroy & District
 Historical Society

Westminster Township
 Historical Society

April 14, 2021

Mayor Cathy Burghardt-Jesson
 Township of Lucan Biddulph
 270 Main Street
 Lucan, ON N0M 2J0

Dear Mayor Burghardt-Jesson,

In 2013 a group of volunteers established a Middlesex Centre Archives (MCA) with support from the Municipality of Middlesex Centre. Over the past two years, MCA has been meeting with a number of Historical Societies in Middlesex County. Many of these groups have aging members and are concerned about the future of their organizations and the need for a dissolution plan for the historical documents currently in their care. These meetings have developed into a County-wide committee which is interested in the establishment of a Middlesex County Archives.

Part of the mandate for a County Archives would be to support each municipality by providing proper archival retention of their records – open or restricted. Each year municipalities receive requests for background information that the Clerk has to research in order to provide an answer. A County Archives would be able to support this type of request, and provide the necessary information in a timely manner. This would provide much-needed assistance to each municipality, as populations in the area continue to grow and requests increase.

At this time, our Committee to Establish a County Archives is reaching out to all municipalities in Middlesex County to gain a better understanding of the record keeping and storage of documents required by provincial legislation to be managed at the local level. If in the future we are successful in establishing a Middlesex County Archives, we want to be prepared to carry out all such mandates in order to be able to support and assist each municipality within Middlesex County.

We are therefore asking for your assistance in this matter by answering the questions on the attached survey and returning it to us by June 30th. We appreciate any input you can provide.

If you have any questions, please contact us at:

proposedmiddlesexcountyarchive@gmail.com

so that our Archivist, Carolyn Bart-Riedstra, can provide assistance.

Sincerely,



Carol Small, Chair

cc: Ron Reymer, Clerk

Middlesex County Record Keeping Survey

Types of Records

1. Do you have a records retention By-law? Yes _____ No _____
2. Please identify the Municipality/Township that your records represent.
3. What are the earliest dates of your records? (if known)
4. What is the volume of the permanent records that could be transferred to a County Archives?
(approximate number of linear feet if known)

Storage of Records – Please identify where your records are stored.

5. On-site at the Municipal/Township Office – All _____ 70% _____ 50-69% _____
40-50% _____ Less than 40% _____
6. Off-site in Municipality/Township-owned facilities -- Please identify (garages, warehouses, etc.)
7. Commercial storage? Yes _____ No _____
8. Regardless of where records are stored, are the facilities environmentally controlled with stable temperature and humidity? Yes _____ No _____

Comments:

Thank you for your time.

Carolynn Bart-Riedstra, Archivist
Middlesex Centre Archives

**Please return to Middlesex Centre Archives, P.O. Box 47, 2652 Gideon Drive, Delaware, ON N0L 1E0
or by email to: proposedmiddlesexcountyarchive@gmail.com**

**Ministry for
Seniors
and Accessibility**

**Ministère des Services
aux aînés et de
l'Accessibilité**



Minister

Ministre

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

College Park
777, rue Bay
5^e étage
Toronto (Ontario) M7A 1S5

May 7, 2021

Dear Mayor, Reeve and Members of Council:

I am writing to invite you to submit a nomination for the 2021 [Senior of the Year Award](#).

Our seniors have worked hard to help to build this great province that all Ontarians enjoy today. This award gives each municipality in Ontario the opportunity to honour one of their outstanding local seniors and the contributions they've made to enrich the social, cultural, or civic life of their community.

This year, the nomination deadline has been extended to May 31, 2021.

For more information and to download the nomination form, please visit the [Senior of the Year](#) webpage. Once you submit a nomination, a personalized certificate with your nominee's name will be sent to you. I encourage you to present it to your nominee in June in conjunction with Seniors' Month.

I would also encourage you to promote Seniors Month in your community, as much as possible. This year's theme is Stay Safe, Active and Connected. For more information, keep checking the Seniors' Month webpage: [Celebrating seniors in Ontario](#).

The government of Ontario is proud to work with municipalities on this initiative. Seniors have generously offered their time, knowledge and expertise to make this province a great place to live, and it is important we recognize those valuable contributions.

If you have any questions about the 2021 Senior of the Year Award, please contact the Volunteer Recognition team at OntarioVolunteerServiceAwards@ontario.ca.

Thank you in advance for your support of local seniors and Seniors' Month.

Sincerely,

A handwritten signature in black ink that reads "Raymond Cho".

Raymond Cho
Minister for Seniors and Accessibility



May 10, 2021

Her Worship Cathy Burghardt-Jesson
Mayor, Township of Lucan Biddulph

Dear Ms. Mayor and Councillors,

Every year, VON Canada marks a special week to thank our dedicated staff and volunteers, and celebrate the caring home and community support they deliver. As this week approaches, we ask you to officially recognize VON Week and celebrate VON's contribution and commitment to the home and community care sector in London-Middlesex-Elgin.

VON Week this year is May 23-29, and our theme is *Compassion where it Counts*. This year, recognition of VON Week is particularly significant as our employees have continued to courageously and compassionately provide home care to clients throughout the pandemic. The efforts of VON caregivers are helping to keep people fed, cared for and safe in their homes. These efforts are essential, and in many cases help reduce further strain on our fellow medical professionals in hospitals. These people are all heroes in this global effort.

To acknowledge this, VON Middlesex-Elgin will be sharing stories on Facebook of the different ways our team provides *Compassion where it Counts* in the face of challenges, during this pandemic and always. We would be honoured if you could share a comment for our posts to demonstrate your support to our front-line and support staff and volunteers working tirelessly to continue supporting those in our community who need it most.

We are very proud to be part of an organization that has been making a difference in people's lives since 1897 - in fact, VON is Canada's longest-serving charitable organization offering home and community care. We are proud to be supporting the health and safety of London-Middlesex-Elgin.

Thank you for your support in joining us and encouraging the community to celebrate our local health care heroes by lighting up London-Middlesex-Elgin with **blue lights** for the month of May 2021!

P.S. – We've also attached a blue heart poster and would be thrilled if you could please share it with your constituents to post in their windows in recognition and support of local health care.

Thank you for your ongoing support!

Sincerely,

A handwritten signature in black ink that reads "Joy Bevan". The signature is written in a cursive, flowing style.

Joy Bevan
VON Middlesex-Elgin Community Corporation
Chair, Board of Directors

For more information or to share your comments, please contact:
Kerry Blackwell
Manager, Fund Development & Community Relations
Kerry.blackwell@von.ca

Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto ON M5G 2K1
Tel: 416-326-4000

Ministère du Procureur général
720, rue Bay
11^e étage
Toronto ON M5G 2K1
Tél.: 416-326-4000

**Ministry of Municipal Affairs
and Housing**
Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel: 416-585-7000

**Ministère des Affaires municipales
et du Logement**
Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416-585-7000



Our Reference #: M-2021-6396

May 3, 2021

Dear Head of Council:

We are writing to you today to highlight some of the recent liquor licensing measures our government has taken to provide additional tools to municipalities to modernize the regulation of alcohol consumption.

As you know, our government has taken a series of actions to support Ontario's vibrant hospitality sector before and during the COVID-19 pandemic, including the more than 17,000 local restaurants and bars that are essential to life in our communities.

We will continue to work with Ontario businesses, workers and municipal partners to expand choice and convenience for consumers across the province.

Our government understands the important role that municipalities play in the effective administration of the liquor licensing framework, and we will work to continue this collaborative approach to support your community and the local businesses and workers that are essential to its economic growth and well-being.

On March 29, 2019, the *Liquor Licence Act* (LLA) was amended to authorize municipal governments to designate public areas within their jurisdiction, such as parks, for the public consumption of alcohol. Since that time, all municipalities in Ontario have had the flexibility to designate any area under their authority for the public consumption of alcohol, subject to any additional rules or conditions that the municipality considers appropriate (e.g. limitations on which day consumption could occur, times of day, etc.).

In addition to this important modernization of the province's regulatory framework for alcohol consumption, over the last 12 months our government has also delivered:

- Regulatory amendments that provide the Registrar of the Alcohol and Gaming Commission of Ontario (AGCO) the authority to alter its policy regarding temporary extensions of licensed premises, facilitating the creation of new or extended outdoor licensed areas for licensed establishments, subject to municipal oversight;

- Making an order under the *Reopening Ontario Act, 2020* (O. Reg. 345/20) which created temporary exemptions to the *Planning Act* procedural requirements, allowing municipalities to quickly authorize by-laws to establish or expand bar and restaurant patios;
- Implemented regulatory changes to permit tour boats that were not permitted to operate, due to public health measures, to utilize their liquor sales licence while docked (which was previously prohibited under the regulations), and, with approval from the municipality, create an outdoor or patio area on the dock for the safe sale and service of alcohol;
- Provisions that permit liquor sales licensees to include alcohol as part of a takeout or delivery food order;
- Various changes to the liquor delivery service program to expand the types of delivery services permitted and provide flexibility and increased choice for consumers;
- Significant changes to the rules for liquor manufacturers, including the expansion of the farmers' market program to include the sale of 100% Ontario and non-VQA wine, spirits and most recently eligible beer; and
- New opportunities and flexibility for manufacturers in how they are permitted to retail their product at their manufacturing facility, and the offerings they are able to provide to tourists visiting those facilities.

While not all changes to liquor licensing include municipal involvement, the steps being taken to modernize the liquor regulatory framework are intended to support local businesses within your communities. Our government continues to recognize the significant contributions that municipalities make to the liquor regulatory framework, and we look forward to your ongoing participation and collaboration in this regard.

Should you have any questions regarding the information contained in this letter, please contact Joseph Hillier, Chief of Staff for the Attorney General, at joseph.hillier@ontario.ca.

Sincerely,



Doug Downey
Attorney General



Steve Clark
Minister of Municipal Affairs and Housing

c: The Honourable Doug Ford, Premier of Ontario
The Honourable Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries
Association of Municipalities of Ontario

Sent on behalf of the Ministry of Children, Community and Social Services (MCCSS) and Emergency Management Ontario (EMO) project team.

We are *very* pleased to follow-up and provide our final report-back on the **Emergency Social Services (ESS) Initiative** that began in the Fall of 2019. Initially, the project team had hoped to share information earlier, but unfortunately other response priorities delayed this until now.

You will hopefully recall this collaborative effort was launched by EMO and MCCSS, through an outreach to many emergency practitioners. Numerous focus group volunteers, representing diverse local perspectives from various sectors, were engaged to discuss the efficacy of coordinating and delivering basic human needs in local communities during an emergency. From a series of facilitated workshops, six commonly recurring themes emerged which are detailed in this final report:

- More ESS Guidance
- ESS Regulatory Measures
- Expanded Scope for ESS
- An ESS Forum
- Engagement with NGOs
- Community Response Capacity

We encourage you to review the complete report best viewed here (English) [ESS INITIATIVE REPORT](#) (French) [INITIATIVE SUR LES SSU RAPPORT](#) via a Microsoft application (i.e. Microsoft Sway application that will self-adjust for your device and also provides a more accessible format once opened). Alternatively, PDF version has also been attached for those who may prefer that method of viewing.

Overall, the findings are meant to inform future discussions as we strive to develop sustainable solutions that are informed by local observations and experiences. The project has provided extremely valuable insight and information that is already feeding into ongoing work to build overall community social capacity.

If you have any further questions on this report, you may contact MCCSS via the ESS Initiative Project Team email at essinitiative@Ontariogov.onmicrosoft.com

The EMO-MCCSS project team would like to extend a very special thanks to all those who volunteered their time and expertise by participating in the focus groups.



ESS INITIATIVE



This report is a high-level summary of the findings from the Emergency Social Services (ESS) Initiative and highlights the observations and experiences shared by focus group participants. Although it marks the conclusion of this project, the work will provide valuable insights and serve as a primer for future emergency management public policy discussions. Efforts to advocate the need to build further community social capacity, including ESS, will continue through a myriad of

initiatives led by Emergency Management Ontario, in collaboration with communities, ministries and other key partners.

Note: While it was initially communicated that the findings from the focus group sessions would be shared broadly by the spring of 2020, the emergence of response priorities related to COVID-19, spring floods, and summer forest fires led to delays in the project team's ability to collate, analyze, and share the data. We thank you for your patience and understanding in this matter.

Executive Summary

In 2019, Emergency Management Ontario (EMO) and the Ministry of Children, Community and Social Services (MCCSS) initiated a joint project aimed to illuminate the effectiveness of providing and delivering basic human needs within communities in Ontario during an emergency. This project, referred to as *the ESS Initiative*, was commenced on the basis of several discussions and observations pertaining to the state of emergency management in the province, including resolution items at the Provincial EM Coordination Committee, lessons noted from the 2019 forest fire response, and a recognition that ESS be an integral component of broader emergency management capacity building efforts.

The ESS Initiative focused on engaging practitioners in discussions about current capacities to coordinate and deliver Emergency Social Services (ESS) at a local community level, as well as identifying various factors that might be impeding efforts. To meet the objectives of the project, the project team, comprised of emergency management (EM) staff from both EMO and MCCSS, invited participation from various sectors on one of seven focus groups.

Based on
80
Respondents

Focus group participants were asked questions that aimed to elicit information about their observations and experiences pertaining to ESS coordination and delivery. The questions focused on the following five topics:



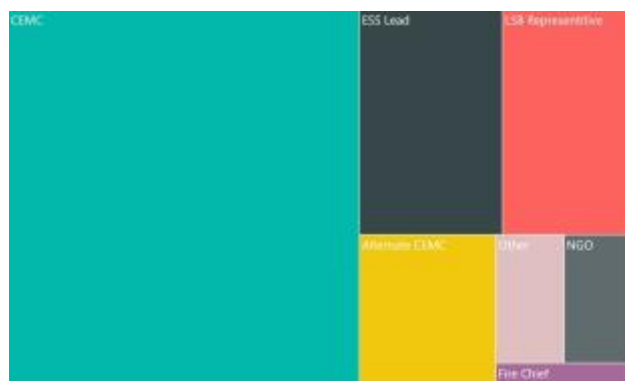
While numerous observations and diverse experiences were shared during the facilitated discussions, the 6 most prominent and commonly recurring themes that emerged were:

- 1. More ESS Guidance** A need for more guidance on defining ESS and specifically how it relates to EM legislation in Ontario
 - 2. ESS Regulatory Measures** Gaps and future considerations (e.g., Inclusion of ESS and ESS Coordinator role in legislation, supported by funding)
 - 3. Expanded Scope for ESS** Consider revising the scope of ESS to include planning for other emergent needs
 - 4. An ESS Forum** A need for a forum dedicated to ESS and practitioners who coordinate and deliver basic human needs during an emergency
 - 5. Engagement with NGOs** A diverse range of experiences working with NGOs during emergencies
 - 6. Community Response Capacity** Challenges with local capacity to support a sustained response to an emergency
-

The information collected from the focus groups provides a basic understanding of the challenges that are experienced specific to the current coordination and delivery of ESS in Ontario. It also informs areas of focus where efforts to build capacity may be centered and will serve to aid in informing future public policy and/or resource supports for EM planners and ESS practitioners.

Project Background

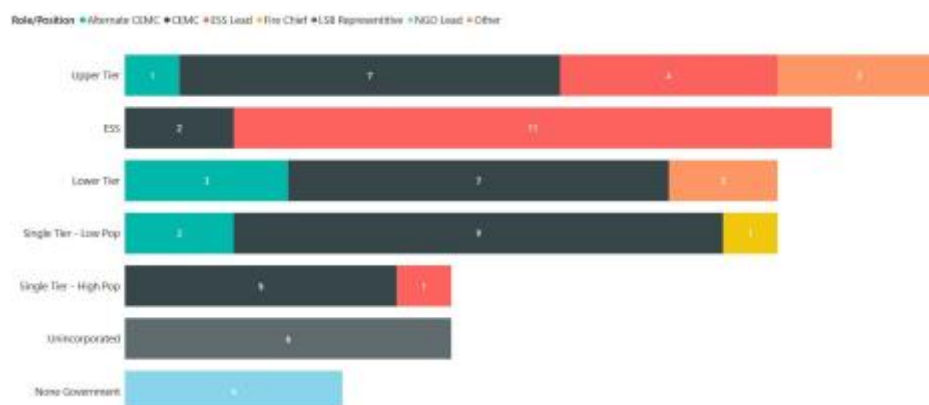
Focus group participants were identified through a voluntary questionnaire that was shared in September 2019. Those who expressed interest in participating were asked to complete a second questionnaire for the purposes of establishing focus group dates, as well as to determine which ESS-specific topics respondents felt were of most importance to discuss. This allowed the project team to craft more meaningful focus group questions that reflect the current ESS context in Ontario.



1 - Respondents by Role

Respondents were invited to participate in one of seven focus group sessions held between October and December 2019. Focus groups were identified as the most effective method for collecting meaningful information about the individual and shared experiences of EM and ESS practitioners from a multitude of sectors. One focus group session was dedicated to each of the following groups:

- Upper-tier municipalities
- Lower-Tier municipalities
- Single-tier - low population municipalities (population less than 70,000)
- Single-tier - high population municipalities (population greater than 70,000)
- ESS Coordinators and Ontario Municipal Social Services Association (OMSSA)
- Unincorporated Communities and Local Service Boards
- Non-Government Organizations



All focus group sessions were held via teleconference in order to accommodate the greatest participation possible. The sessions were moderated by MCCSS project leads who used a standardized moderator protocol to guide the participants through a facilitated discussion about ESS coordination and delivery. Two note takers from MCCSS were assigned to each focus group to capture the information exchange and to ensure the project team could compare and validate the data that was collected. Efforts were made to record participants' responses as accurately as possible; however, some

edits were made to the final presentation of the findings to reduce grammatical errors and improve readability.

Finally, to respect confidentiality and anonymity participant names and other identifying information has been removed from the findings shared in this report.

Foundational Concepts

The fall 2019 EMO Sector Meetings (i.e., meetings held bi-annually with local-level practitioners) were used as an opportunity to inform local practitioners about the commencement of the ESS Initiative. At the sector meetings, MCCSS Program Officers and EMO Field Officers delivered a joint presentation about the scope of the project. A key aspect of this scope was the distinction between social services and *emergency* social services, emphasizing that while local social service programs can include a range of services, the basic human needs that arise during an emergency can be more diverse and require additional emergency supports.

Additionally, at the start of each focus group session participants were advised of some baseline foundational concepts and definitions. Of most importance was ensuring that all participants had a common understanding of the meaning of ESS, specific to the scope of the project. For the purpose of this initiative, ESS was defined as “emergency support services that can include emergency shelter, food, clothing, victim registration and inquiry services, personal services, and other basic human needs.” This definition allowed participants to comment on the human needs that may not fall within the traditional definitions of ESS but have arisen and become urgencies during real events.

Qualitative Findings

Theme 1

More ESS Guidance

The focus groups illuminated a need for greater dialogue around defining the services that comprise ESS, and how these services are coordinated and delivered during emergencies. The most recurring comment was the need for greater clarity on roles and responsibilities with respect to ESS coordination and delivery during an emergency, as well as the need for a clear governance structure that conveys these accountabilities given the current legislation in Ontario. Concerns regarding relationships and accountabilities between upper-tier and lower-tier levels of government were raised repeatedly and demonstrated a significant impediment to the coordination and delivery of necessary services during emergencies.

Excerpts from the focus groups

"'Passing the buck.' Upper-Tier doesn't provide ESS; no desire to incorporate ESS into Upper-tier planning or planning to support Lower-tier."

"General observation is differences in ways in which municipalities conduct ESS, registration, etc. This created significant confusion amongst beneficiaries. Standard Operating Procedures (SOPs) would be beneficial with respect to ESS."

"Governance piece regarding ESS should be looked at. When emergency affects multiple communities across the province with various stakeholders involved, NGOs get engaged at all three levels of government. It is unclear who is lead of coordination of event. Need a clear governance structure for multiple-impact events and more strategic planning. For example, if evacuation affects multiple municipalities, each municipality has a say how they want to engage service providers. With or without agreement, we respond ad-hoc. We will be better able to support through a central body."

"Major advancements [were] made when we integrated and streamlined EM and ESS. [The] challenge is the separation; having [ESS and EM] in one place will help. Integrate these services together."

Theme 2

ESS Regulatory Measures

Legislating ESS in the current Emergency Management and Civil Protection Act was a prominent theme that emerged during the focus groups, and participants' feelings about the legislation of ESS were conveyed through a broad spectrum of comments. Some participants voiced a preference for the current EM legislation to be more prescriptive with respect to the services that are required and the entity that should be required to coordinate and deliver the services. Others cited the need for flexibility, rather than prescription, so that communities can plan for ESS coordination and delivery based on their own unique needs and circumstances. A suggestion during one focus group that received much support was to legislate the role of an ESS coordinator so that communities can have an individual designated for this function. On the other hand, some participants raised concerns about legislating ESS, citing limited funding, cost absorption, and inflexibility as a few reasons for why recommended practices would be preferred over legislative changes.

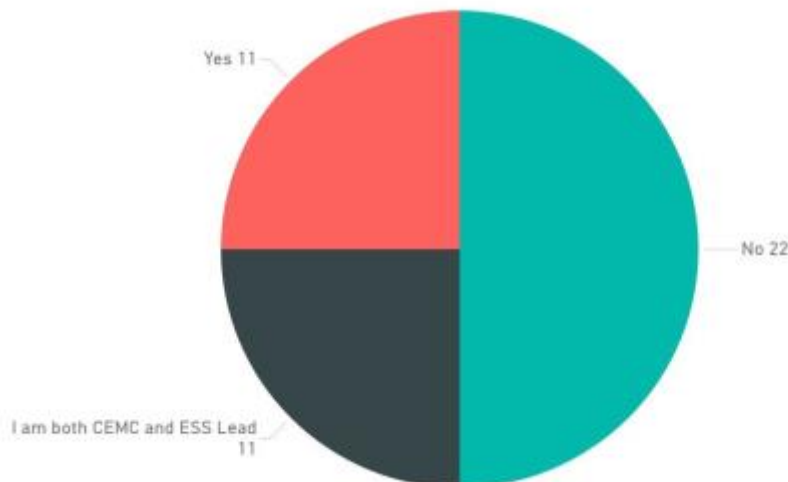
Excerpts from the focus groups

"Changes [to legislation] could be very beneficial if there was a requirement for municipalities to have an ESS plan and partners be identified in plan, and sign agreement to support for a term."

"Changes to legislation and education would help improve collaboration. The two worlds (EM and ESS) are not jiving. There is lack of education and a combative (vs. cooperative) approach."

"ESS as a function [does not have to be] legislated, but having a designated ESS coordinator [should be]. Having that one designated person is key for collaboration piece with NGOs, city departments. Make this a legislative requirement, having a ESS coordinator position."

"Need guidelines on ESS for municipalities. Need uniformity and description on what ESS should look like [...]. But also understand ESS has a cost to it. There's no funding for ESS but if municipalities have to bring ESS up to a certain standard there would be a big cost to do that. It could be difficult for municipalities to meet a prescriptive legislation."



2 - Does your organization have a dedicated ESS Lead

Theme 3

Expanded Scope for ESS

A recurring theme across almost all the focus groups was the need to expand the scope of ESS to include other key areas of focus, particularly planning for pets and psychosocial support. Participants cited experiences from recent emergencies that identified the gaps in planning for the provision of psychosocial support to Ontarians affected by emergencies and disasters, as well as planning for the safety and care for pets. Other mentions included child services, and mental health and addiction services supports. Overall, participants felt that planning for these services is primarily an afterthought, and should, instead, be done through proactive outreach to key agencies, including non-government and non-profit organizations.

The need for a common “space” where EM and ESS practitioners could share their ideas and experiences and raise awareness was a recurring theme throughout the focus group sessions. Some of the challenges that participants experience with respect to ESS coordination and delivery pertain to the relationship dynamics between the different tiers of municipal government, and with entities from other sectors, including NGOs and provincial ministries. As a way of overcoming some of these challenges, some participants suggested the creation of an informal group led by the province and/or a depository, where EM and ESS coordinators can collaborate with one another and share ideas, tools, and other resources. In at least one focus group, participants began to proactively collaborate and share information with one another during the session.

Excerpts from the focus groups

"These 6 [ESS] have to be re-visited because they are outdated (e.g., Indigenous populations repeatedly evacuated and require psychosocial support; pets)."

"Large scale evacuation [during tornado]. Had to evacuate [our] own animal shelter in [community]. When arriving at evacuation centre, people [...] were worried about their own pets...Therefore, gap with respect to integration of planning for pets into municipal planning."

"Emotional and social support [during emergencies is] missing – not enough trained on that"

"Heavy focus in [region] on psychosocial support. Personal care support, LHIN support needed. Major gaps in continuity of providing personal support services after hours."

Theme 4

An ESS Forum

The need for a common "space" where EM and ESS practitioners could share their ideas and experiences and raise awareness was a recurring theme throughout the focus group sessions. Some of the challenges that participants experience with respect to ESS coordination and delivery pertain to the relationship dynamics between the different tiers of municipal government, and with entities from other sectors, including NGOs and provincial ministries. As a way of overcoming some of these challenges, some participants suggested the creation of an informal group led by the province and/or a depository, where EM and ESS coordinators can collaborate with one another and share ideas, tools, and other resources. In at least one focus group, participants began to proactively collaborate and share information with one another during the session.

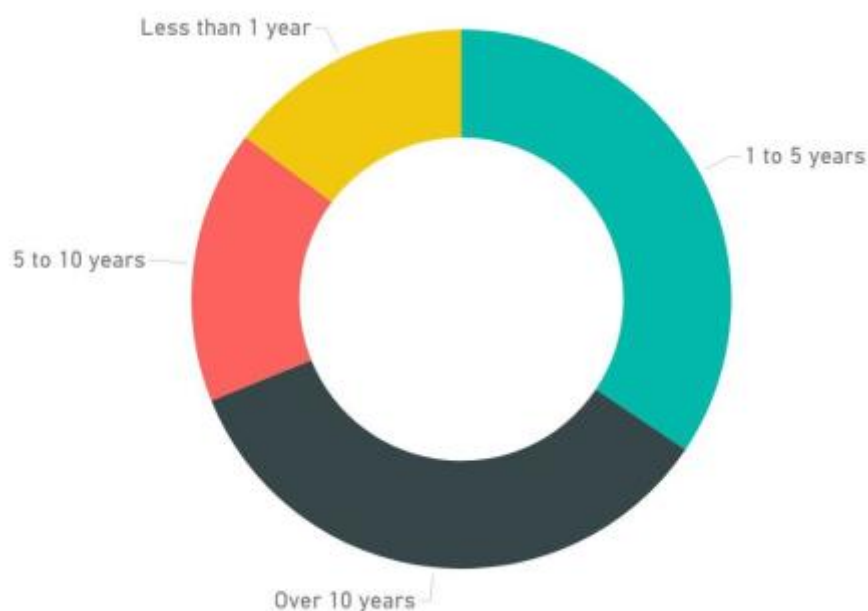
Excerpts from the focus groups

"Challenges are relationship based. Need more opportunities to share, connect, learning opportunities (via province)."

"A central spot for organizations to access [and] be part of an informal group to [...] collaborate. One group that should be open to both NGOs/NPOs and municipalities. And a sub-group only for NGOs and NPOs to discuss issues/planning."

"Depository where municipalities with ESS entrenched can share templates, plans, etc."

"Have province playing coordination role in terms of sharing best practices, etc."



3 - Respondent time in current role

Theme 5

Engagement with NGOs

Participants shared a diverse range of experiences working with NGOs. Additionally, representatives from the NGOs that participated in the focus groups shared their experiences with coordinating and delivering services during emergencies in Ontario. Overall, participants from various focus groups cited a need for NGOs to be more integrated in local emergency planning efforts. More specifically, participants feel that NGOs should be engaged more proactively rather than when the emergency is already underway. Moreover, NGOs are often included in municipal emergency response plans but have no knowledge that communities plan to rely on their services in the event of an emergency. Therefore, the focus group sessions demonstrated a clear need for the timely engagement of NGOs and for ensuring they are involved in training, exercises, and other dialogues at the local level. Finally, some municipal representatives cited a need for more awareness about the types of services NGOs in Ontario can provide during emergencies.

Excerpts from the focus groups

"Available resources and "unknown." NGOs not involved in municipal planning so don't know they are part of a community's plan."

"There is a lack of involving NGOs in planning, but requests [for NGO] support come in during emergencies. Changes to legislation (requiring ESS) will lead to pro-active engagement of NGOs and NPOs."

"[Emergency plans] identify organizations, yet organizations [are] not aware they were included in the plan. Never agreed or involved at all. If requested, [NGOs] not prepared/unable to help to the degree municipality wants."

"Being imbedded in the planning/response to the event [leads to more] opportunities to succeed and [being] better able to strategize (e.g., if evacuation affects a group of people that are from different municipalities). [We are responding] ad hoc [and] want to help but [we are] far better positioned to support a central body that directs [us] (i.e., reactive vs. proactive)."

Theme 6

Community Response Capacity

Local capacity to support a sustained emergency response was raised as a challenge by several participants. Moreover, this challenge was not limited to small or mid-sized communities; participants from larger communities shared this concern. Some participants raised concerns about local resources becoming depleted during a sustained response, many of which can be limited to begin with. Other shared concerns pertaining to response capacity include: limited funding for municipal emergency management programs at all tiers of government; limitations with NGOs' ability to provide immediate relief; lack of pre-planning with other sectors (e.g., health and NGOs); and limited local staff capacity to support long-term response.

Excerpts from the focus groups

"Province asking for host communities, but doesn't provide support/resources."

"Capacity can be an issue with ESS delivery during after-hours and prolonged responses."

"[It is a balancing] act being prepared [and] then trying to respond in [an] emergency and [making] sure daily operations continue; balancing act with resources. Also, if there's going to be standardized expectations then there needs to be consideration how [the] majority of work gets done when [resources] are not dedicated."

"Also ties into capacity building; floods and fires affect multiple communities at same time [and creates] drain on capacity, especially during sustained response."

Conclusion and Way Forward

First and foremost, the project team extends its sincere thanks to all those who participated in the focus groups. The diversity of professional backgrounds and sectors represented illuminates a myriad of observations and experiences with respect to the current state of ESS coordination and delivery in Ontario. The findings from this project will help to inform discussions during other on-going initiatives

that aim to improve EM capacity in Ontario's communities, as well as in other sectors. For example, current initiatives led by EMO include:

- The Emergency Management Strategy for Ontario Working Group
 - The Supply Chain and Logistics for Emergencies Program
 - Evaluating and Enhancing Prevention and Mitigation in Ontario Project
-

Collectively, these initiatives are centered on building capacity to reduce disaster risk, improve resource coordination, and advance emergency prevention/mitigation, preparedness, response, and recovery in Ontario. The feedback collected during the focus groups is ideal for ensuring that the ministry and municipal representatives on these working groups are well-positioned to propose and develop sustainable solutions that are informed by local observations and experiences.

Any questions or concerns with this report can be directed to the ESS Initiative project team at essinitiative@Ontariogov.onmicrosoft.com



Town of The Blue Mountains

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Sent via E-mail

May 12, 2021

The Honourable Doug Ford, Premier of Ontario
Legislative Building, 1 Queen's Park
Toronto, ON
M7A 1A1
Email: premier@ontario.ca

**RE: Town of The Blue Mountains Community Recovery Task Force Request regarding
Provincial Re-opening Strategy and Frontline Business Experience**

Dear Premier,

I am writing to you at the direction of the Town of The Blue Mountains Community Recovery Task Force.

Let me begin by communicating our Council's appreciation for the difficult work you and your Cabinet have done to help manage public health in this extraordinary and unprecedented situation.

Our community is doing its best to comply with the 3rd lockdown in one year but there is an ever-increasing level of frustration and anxiety in our community because of the lack of a clearly communicated "exit plan" from this cycle of social and business restrictions. This "exit plan" needs to prioritize health outcomes, while giving clear direction to our residents and businesses on how we are going to emerge from this lockdown. I understand that the Province of Saskatchewan has just released their plan.

Local businesses, many of which have barely operated for 2 weeks during the last 5 months, are desperate for some sign of what the "new normal" will look like and how Ontario might get there. The COVID-19 Science Advisory table has recently advised you that if the stay-at-home order is lifted in the weeks and months ahead, daily cases would reach 10,000 cases a day by the beginning of July! There is no advice coming from that table on how our massive vaccination program can be a step toward some return to normalcy. I am writing to encourage you and your Cabinet to begin to lay out to the public your plan for how Ontarians can begin to return their lives back to some semblance of normal, whatever that "new normal" looks like.

Our local businesses have been community partners in health outcomes and COVID-19 transmission prevention from the beginning of the pandemic. They have implemented new operational protocols working closely with our Grey Bruce Public Health team. Many of our local businesses implemented standards that went above and beyond the public health guidelines. Our local businesses served as educators of the public to ensure that protocols were followed by visitors and guests.

Premier, our small businesses do their best to hire people, and they invest time and money in training and developing employees so that these employees can have a career. Our local small businesses hire extra part time staff where they can make some extra cash while going to school and summer break. However, our small businesses have become terrified to invest further in their businesses, drying up inventory orders that will have dramatic impacts on supply chains across many sectors. More importantly, this fear will shut down local employment and economic growth. The repeated opening and closing have forced our businesses to incur unrecoverable costs from lost perishable food items, training etc. and are not supported by current government programs.

Destinations, collaborative networks and municipalities across Ontario can work even closer with public health agencies and the Province to ensure that safety protocols are front and center as part of a planned re-opening. Early on in the pandemic, the Town of The Blue Mountains created a local Community (COVID) Recovery Task Force, and this group meets regularly to do what it can to assist local businesses deal with the devastating impact of the prolonged public health lockdowns. This group stands ready to help implement any provincially designed full recovery plan.

Most of our businesses are independently and locally owned and are near completely closed with most employees furloughed. Lack of liquidity is the greatest risk facing businesses at present, which threatens their ability to bounce back upon reopening. Uncertainty and an unclear roadmap to next steps makes the financial and emotional burden that each employer, employee, and local resident faces more difficult.

The Town of the Blue Mountains' small accommodation businesses have been prevented from qualifying for the Ontario Small Business Grant. This is a challenge in tourism-driven communities because accommodations are the key visitation driver. A loss of small accommodators will have a negative ripple effect across retail, restaurant, attractions, and other related sectors. Annual tourism receipts in the RT07 region equal more than \$1.3 billion dollars annually. With regional tourism sector losses somewhere between 30-50% year over year, the economic impact is dramatic.

Businesses urgently need to understand what the criteria will be for a full re-opening, with data points that are measurable, and understandable, in order to better plan and manage their businesses. They are also calling for time to prepare for reopening. Supply chains have been severely impacted by over a year of restrictions. We fully understand that some of the "exit" milestones and the timing of these may be subject to further change, but a plan is needed. More recovery business debt is not possible. Many of our local businesses will not survive if this next recovery is not well planned or managed by ALL PARTIES.

For our municipality, we are unique in that we are the “home” to over 2.5 million visitors each year, and during this “staycation” pandemic, likely many more. We need time to plan for these visitors so that their visit experience is something they will fondly recall and not regret. Like our local businesses, this planning needs to be based upon a public health restriction easing that is well laid out and not designed as we go. While we fully understand that the timing of this plan is subject to the achievement of certain public health milestones, we nevertheless need that plan.

Over 60,000 people recently gathered at a stadium in New Zealand to celebrate herd immunity as that country has reached its target vaccination goals. They were not wearing masks and looked to be enjoying themselves. Here in Canada, aside from the everchanging vaccine rollout parameters, we are told by the science experts that, on the one hand, everything will be normal once we reach our vaccination goal for herd immunity and then told that we will still have to wear masks and stick to public health distancing guidelines because we can still spread the virus, in spite of the vaccine. So, which is it? We need a clear positive statement of how we can return to normal.

Premier, we stand ready to help and I know many of our small business owners do so as well. Perhaps one way to move forward with some input from municipalities and businesses is to establish a COVID recovery advisory group that is tasked with providing government with economic and business recovery advice and planning. You have numerous “science” tables advising you on ways to combat the virus but is it not time to establish a COVID business and economic recovery task force outside of the Jobs and Recovery Committee of Cabinet to help you guide the Province out of this devastating lockdown sequence?

Premier, hopefully we have made a strong case for a clearly communicated plan for this province’s transition out of this pandemic that our residents and businesses can rely on. We want to see the light at the end of the tunnel!

Yours Truly,



Mayor Alar Soever
Town of The Blue Mountains

Enclosed: Samples of Frontline Business Experience

CC: Community Recovery Task Force members (via email)
 Department File – C2657

SAMPLE OF FRONT LINE BUSINESS EXPERIENCE**From a Small Local Art Gallery:**

"I suppose we are still in the game as a small gallery started in late fall of 2019. If Jeff and his business weren't backing it we would have probably closed up a year ago. These closures are a killer.

We start to move ahead and generate foot traffic and sales then boom! We're closed.

- we are allowed curbside sales etc but no visits by appt or reduced number.... yet the very people who are our biggest supporters aren't supposed to travel from their homes. How do you sell art online or at the curb?

- everyone followed guidelines, our space wasn't overrun etc. but here we are. Closed. I could load up my van and try and show art in the Walmart parking lot like a sleazy salesperson in a trench coat.

- what are the numbers based on? I would like more details as to those who have tested positive... I have questions but am made to feel like a trouble maker when I question what is going on.

- the idea that we can't interact outside boggles my mind. I think it is possible to plan outdoor activities where the art is shown in a safe hygienic way.

- things taped off and not sold... it's insane. It means I will buy online and it may be Amazon that gets my business instead of say Dollarama. You're robbing these stores of sales and robbing employees of an income. Their hours are being depleted and it's depriving our neighbors of an income.

- so many shortsighted laws being put in place.

- the means by which this vaccine is being rolled out. Don't get me started People who need it still not able to get it or are due for #2. We aren't supposed to travel but some are traveling way out of their district to get the vaccine?

Eventually I think some of should be allowed to venture out into the world and not be fearful of anything invisible or Afraid of a nosy neighbor or of or someone who thinks we aren't following guidelines as they interpret them.

We're all just tired.

From a Small Local Art Gallery

"As you know, I have relocated my gallery, once again, and am impatiently awaiting the opportunity to reconnect with the public. Last year was one I wish to move on from with great haste, both for the covid crisis as well as challenges at my last address.

While I understand the moving target that the crisis presents our government, it is none the less quite frustrating to not be able to plan for the year ahead with any certainty.

If we are a low risk area, which the lack of vaccines coming this way would suggest, then why are we forced to close all our businesses in the meantime? I'm concerned the lack of vaccines with mean we will be forced to remain closed after the cities have been reopened."

From a Small Local Fitness and Wellness Facility

"What I have to share is that our business has been greatly affected by covid. We removed all in-person services from our offerings like yoga & massage and with that we also moved to downsize & try and focus on what we thought were the areas we had more control within with things being so uncertain. We've had people assume we closed altogether. It literally feels like we started a new business with trying to navigate the ebbs & flows of it all. We're working hard to be based more online but we also still want to be and have mostly operated as in-person retail with our brick & mortar. It's been extremely difficult not keep people engaged with our offerings when there is so much online and we can't be face to face with people. So our hope for when things reopen is that we are able to operate as functionally and consistently as possible.

We also never heard back about the grant being offered to businesses and have relied solely on what we can pull in other than cerb which doesn't cover it. I would love to see more resources for businesses, not just on a financial level but resources for people looking for small businesses to support & ways for small businesses to advertise to more people. Essentially I would love to see the government advocate more for the little guy & want to see that flourish more than currently allowing the box stores to take over."

From a Small Locally Funded Arts and Culture Facility:

"I think the one of the biggest impacts to the community has been the inability for groups to gather and socialize, especially over the winter. Normally, gatherings would be facilitated by our facility, the local Legion and even the churches but all of us have been severely hampered by pandemic restrictions.

It is our sincere hope that, when restrictions ease, we can provide that meeting hub which will help the community heal over the coming year; not only offering a place for simple socialization but also enrichment and fitness programmes and venues for celebrations previously postponed.

The biggest hurdle for us is that, with almost no opportunity to fundraise in our normal manner, the fundamental building expenses such as insurance and utilities have drained our finances. Critical to our growth upon opening will be our ability to hire and rehire the staff we will need. This will be our largest financial challenge and we are exploring all grant options to assist.

We would love a clear roadmap of the stages of reopening but we are fully aware that uncertainty remains a factor and will do so for some time."

From a Small Local Retailer:

"I definitely am in the languishing state, don't know how to get myself motivated. Difficult to curb side, people have to look and see what we have. Online has its problems too, silly silly questions, want it for nothing etc. Our landlord wants his rent regardless, even though he knows we are not open! He just threatens to close it all down. Hopefully they do not add more time to the existing lockdown. It would have been nice to be able to let at least one person in at a time under covid rules."

From a Small Local Retailer:

"I believe that the uncertainty around vaccine effectiveness will be a barrier to people feeling comfortable to go out and shop. Unfortunately, both levels of government have been unclear on what the world will look like once we have achieved the required level of vaccinations."

I recently saw on The National a report on over 60,000 people gathered at a stadium in New Zealand to celebrate herd immunity as that country has reached its target vaccination goals. They were not wearing masks and looked to be enjoying themselves. Here in Canada, aside from the ever-changing vaccine rollout parameters, we are told on the one hand that everything will be normal once we reach our vaccination goal for herd immunity and then told that we will still have to wear masks and stick to public health distancing guidelines because we can still spread the virus in spite of the vaccine. So which is it? We need a clear positive statement of how we can return to normal."

From a Small Local Health Professional:

Unfortunately I purchased this business March 1st 2020 right before the first lockdown. We have been forced to close (now without the possibility of CERB or EI) and my assets are draining quickly. I understand there needs to be restrictions but to restrict a regulated health professional, furthermore a nurse, from her ability to practice is cutting me at my knees. I have supported local vaccine role out but would still be able to work at my clinic. I do have patients who have medical reasons to be treated but most are cosmetic. If I can keep the public safe as a nurse in other areas of practice (ie. Emergency department) I can also keep them safe in a quiet Clinic."

The government has failed in getting vaccines out to the public and now our economy has catastrophically gone further in the red."

This will take decades to recover from and it is a true shame for our children."

Please make a reopening plan and support moving forward that includes better equipped stakeholders to the table to support our small businesses."

From a Small Local Retailer:

"It's a tough to capture succinctly the impact of the pandemic as it relates to me: an entrepreneur and proud small business owner, as there are many layers to this impact. The most obvious and easiest to measure is financial. The tougher to describe are the less measurable impacts such as cultural and emotional.

On the financial front there have been programs that have assisted but even with the hours of soul sucking paperwork and applications I know I still have a huge financial hole to dig out of as we re-start. The funds received have been appreciated but they fall short on many fronts (such as the wage subsidy doesn't allow me to apply as I am not arms length yet I continue to work hard everyday during lockdown) and don't account for the impact of stress created knowing you are not in control in anyway of the risk of losing your business.

The personal emotional impact is significant, as small business owner I invested heavily personally into my startup, in addition I invested uncountable hours into bringing my business to life and making it a success, I poured my heart and soul into my business. Only to see it crushed through no fault of my own, for the third time. Enthusiasm is one of those unique characteristics of a small business owner that helps you create and recreate your business, its so hard to stay enthusiastic as we keep attempting to pivot with pardon the pivot pun to nauseating results. For our team, I have great empathy. The heartbreak of re-issuing ROE's for your team members is both a lot of paperwork and emotionally tough.

The team here at my business is a combination of employees and contractors, regardless of their status I consider the 40 plus people here part of the team, the essence of our work community. The impact of closing and the empathy for our team members is tough. On a business front the impact to how we operate equates to changes in the requirements for additional skills, new protocols to train and cultural impact. Please don't underestimate the impact that culture has on a small business. I have invested a lot into creating a great work culture, every time we close and reopen the stop and start destroys our culture, having to reboot it every time! I believe a great guest experience starts with a great team experience – the challenges of keeping a great team experience at work at the time are difficult.

Community wise we supported many local entities including other small business and charities. The ripple effect is significant!

There are several questions that I have:

Financial – how do I dig out of the hole that has been created from over 6 months of closures? (forgive the CEBA)

Talent – Will people want to work? Will I find the right talent to fuel the business and at what cost? Is there housing available for my team that they can afford (with the crazy housing market here)? How do I retain those that have gone through the last 3 stops and starts and might prefer a more guaranteed work environment (government/ banks etc)

Re-igniting enthusiasm- How do I get personally motivated, then how to I get this great culture rolling for the team again? How do I increase employee engagement? How do I incent the team to be engaged? How do I personally get the covid fatigue away?

Consumer Demand – How do I crystal ball recovery and know what is on consumer's minds?

Pivot – What do I need to change and at what cost and is now the time to invest? Do I invest or dig out of the hole created financially?"

From a Small Local Restaurant Owner and Operator: *The impact of being shut down for so many months, is massive. Rent relief and wage subsidy have been a great help, but this is just not enough, the repeated opening and closing incurs unrecoverable costs from lost perishable food items, training, etc. Rent is not covered 100%, and in the case of a restaurant we are planning to open, no rent is covered, which does not incent operators opening new businesses. Grants are very limited in their scope, in our case we can only receive 1 grant for 5 restaurants, because we are affiliates..... How is our industry going to continue to absorb these costs for another year?*

On the staffing side, the impact on their livelihoods & mental health cannot be underestimated - we have lost 10-20% of our staff on every reopen due to this."

From a Small Local Retailer:

"We are a small retail business. We do our best to hire people, invest time and money in training and developing them so they can have a career. We hire extra part time staff where they can make some extra cash while going to school and summer break.

We offer great fashion to our customers and give amazing service so they can return back to our stores. We search many suppliers to bring great quality at the best prices.

Having said that this pandemic as been incredibly challenging. In retail if you don't buy the product on time before the seasons starts, you won't be able to find units available. At the same time if we don't purchase the product, many suppliers won't make it as they also buy the product before the seasons starts and rely on customers like us to purchase similar to the year before so they can stay in business.

If all retailers become scared and don't do their purchase according to making their sales, some suppliers will go bankrupt. So we did our purchases to the max because we were ready for business. However with the last two shutdowns, mind you without any notice, has put us in a bad situation as we invested tens of thousands of dollars to just sit there in our closed locations and have NO ROI!

We believe that the Blue Mountain did not have to shut down as they did an amazing job in controlling the traffic and follow Ontario safety guidelines, if anything they did over and above the expectations. We feel as business owners we would have been fine controlling our traffic and have a safe environment, however that did not matter and we were all shut down anyways.

It did not matter what the Blue Mountain and it's stores did to control the pandemic and were labeled as a grey zone when we were one of the best in Ontario for lowest covid cases. Many stores are still open like Shoppers Drug Mart as an example, someone can buy perfume but can't buy a top from our store, what is the difference? You can go inside Starbucks and have a line up from inside to outside the door, wait 10 to 15 minutes inside for a cup of coffee, but you can't come into our store and buy a dress. There are many examples as to how unfair this has been for everyone. Many of us have lost a lot of money for no reason what so ever, while many are making more money. There was no need to close retail stores and outdoor dining, as no proof has been provided that is where you catch Covid.

This has been a very challenging time for us and it will take some time to recover our losses, like many others."

From: Minister, MECP (MECP) <Minister.MECP@ontario.ca>
Sent: Monday, May 10, 2021 9:36:07 AM
To: Cathy Burghardt-Jesson <cjiesson@lucanbiddulph.on.ca>
Subject: 2021 Provincial Day of Action on Litter - Partner Guide

Good morning,

We are following up to our earlier email regarding the 2021 Provincial Day of Action on Litter occurring on May 11, 2021, with our Partner Guide.

We are excited to share with you the web-based [Partner Guide](#), which includes key messages, social content and supplementary graphics and video assets to support your own social media posts and promotion for the Day of Action on Litter.

We have also updated our [webpage](#) for the 2021 Day of Action on Litter.

In light of the Stay-at-Home order and the province's efforts to stop the spread of [COVID-19](#), this year the Provincial Day of Action on Litter will focus on raising awareness of the impacts of waste in the environment, and what actions every Ontarian can do to prevent, reduce and divert waste, right at home. The ministry will not be promoting cleanups for May 11, 2021 out of an abundance of caution.

We hope that your municipality will support this effort by creating your own social media posts (including photos, videos, etc.) using the **#actONlitter** hashtag to profile what your city or town is doing to prevent, reduce or divert waste in your communities, and what local residents can do to get involved.

The ministry's digital campaign leading up to the Day of Action will also launch on May 11, 2021 - please keep an eye out for sharable social posts on the ministry's social media accounts and follow the **#actONlitter** hashtag!

If you have any questions, please reach out to actONlitter@ontario.ca.

Thank you for your ongoing support in working together to protect our environment, address climate change, and keep our province clean.

Jeff Yurek
Minister of the Environment, Conservation and Parks

Andrea Khanjin
Parliamentary Assistant to the Minister of the Environment, Conservation and Parks

From: Minister, MECP (MECP) <Minister.MECP@ontario.ca>
Sent: Wednesday, May 5, 2021 3:12:40 PM
To: Cathy Burghardt-Jesson <cbjesson@lucanbiddulph.on.ca>
Subject: 2021 Provincial Day of Action on Litter

Good afternoon,

We are writing to provide you with an update for this year's Provincial Day of Action on Litter on May 11, 2021.

In light of the Stay-at-Home order and the province's ongoing efforts to stop the spread of [COVID-19](#), this year the Day of Action on Litter will focus on raising awareness of the impacts of waste in the environment, and what actions every Ontarian can do to prevent, reduce and divert waste, right at home. The ministry will not be promoting cleanups for May 11, 2021 out of an abundance of caution.

We hope that your municipality will support this effort by creating your own social media posts (including photos, videos, etc.) using the **#actONlitter** hashtag to profile what your city or town is doing to prevent, reduce or divert waste in your communities, and what local residents can do to get involved.

We will follow-up in the near future with a Partner Guide that will include sample social media content, shareable graphics and ideas to inspire individual actions on litter and waste. Our www.ontario.ca/actONlitter page will also be updated in the near future to reflect the 2021 Day of Action. So please stay tuned!

The ministry's digital campaign leading up to the Day of Action will launch soon - please keep an eye out for sharable social posts on the ministry's social media accounts and follow the **#actONlitter** hashtag!

If you have any questions, please reach out to actONlitter@ontario.ca.

Thank you for your ongoing support in working together to protect our environment, address climate change, and keep our province clean.

Jeff Yurek
Minister of the Environment, Conservation and Parks

Andrea Khanjin
Parliamentary Assistant to the Minister of the Environment, Conservation and Parks

DRINKING WATER SOURCE PROTECTION

Our Actions Matter

Ausable Bayfield
Maitland Valley
Source Protection Region

Municipal Newsletter

May 2021

The following are news updates about the work we are doing, in partnership, to protect municipal drinking water sources in the Maitland Valley and Ausable Bayfield areas.

Contents:

1. North Huron's Paul Heffer joins local Source Protection Committee (SPC) as municipal representative
2. Ausable Bayfield Maitland Valley Source Protection Region submits Fourth Annual Progress Report to Province of Ontario
3. Sector engagement video series by Ausable Bayfield Maitland Valley (ABMV) Source Protection Committee members tops 10,000 views – Videos include water treatment tours of facilities in Goderich (Great Lakes intake) and Seaforth (municipal well)
4. Municipal drinking water protection zone signs video to be released in May 2021.
5. #WaterWednesday public information campaign on social media
6. Next Source Protection Committee meeting is May 26.

North Huron's Paul Heffer joins local source protection committee as municipal representative



The Ausable Bayfield Maitland Valley Source Protection Committee has welcomed its newest municipal member.

As the new Central Grouping municipal representative, Paul Heffer represents the Township of North Huron; the Municipality of Huron East; and the Municipality of Morris-Turnberry, filling the position formerly held by long-time member David Blaney from Huron East.

Paul Heffer and his wife Gail have lived in Wingham for 40 years where they have raised three daughters. "We have enjoyed having safe, potable drinking water which makes sitting on this committee very meaningful," he said.

Paul Heffer is a Wingham resident and Township of North Huron councillor. “Working in the agriculture sector for more than 40 years, I got to realize how important water is to every farmer,” he said.

There are 12 members of the source protection committee (SPC).

The 2021 committee includes Chair Matt Pearson and the following members: Municipal – Allan Rothwell (East); Paul Heffer (Central); Myles Murdock (North); Dave Frayne (South West); Economic – Rowland Howe (Industry); Philip Keightley (Commerce); Bert Dykstra (Agriculture); Mary Ellen Foran (Agriculture); Other – John Graham (Environment); Jennette Walker (Environment); Ian Brebner (Property Owner); and Alyssa Keller (Public-at-Large).

Progress Report for 2020 demonstrates continued success enacting local source protection plans

In April, the Ausable Bayfield Maitland Valley Source Protection Region submitted its annual progress report, to the Province of Ontario, for the year 2020.

This fourth report documents continued progress enacting policies of locally developed and provincially approved plans to protect drinking water sources.

Source protection plan policies address activities (such as fuel or chemical storage) that can pose a significant threat to municipal drinking water sources.

To read the Annual Progress Report for 2020 visit the local source protection website ([sourcewaterinfo.on.ca](https://www.sourcewaterinfo.on.ca)) at this web page link:

<https://www.sourcewaterinfo.on.ca/portfolio/fourth-annual-progress-report-2020/>

Highlights of the report include:

- For significant drinking water threats such as fuel, chemicals, agricultural activities and waste, 97 per cent of legally binding policies have been implemented.
- Since our source protection plans took effect in April 2015, a total of 106 risk management plans have been established and 280 inspections have been carried out for prohibited or regulated activities.
- In vulnerable areas around municipal wells septic systems require inspection every five years, as mandated by the Ontario Building Code. In the first round of inspections, 99 per cent had been done. Many municipalities in the region have begun their second round of inspections with 55 systems re-inspected in 2020.

We extend sincere thanks to municipal staff and partner agencies who contributed to the report, and for their ongoing support for this program.

Four new videos, by source protection committee members, top 10,000 views on Facebook and YouTube platforms

Four new, local drinking water source protection videos have received more than 10,000 views on Facebook and YouTube.

Members of the Ausable Bayfield Maitland Valley Source Protection Committee have released these videos as a way of informing the public about their drinking water sources and helping to protect them.

In the introductory video, Matt Pearson, SPC Chair, explains that “members of our committee have developed a series of videos to explain about water from source to tap. Normally we would like to engage with you in person but right now we need to keep everyone safe just like our municipalities keep our water safe.”

Matt said “all of us can do our part to ensure safe drinking water for now and the future.”

Take a virtual tour inside the Seaforth water treatment facility and water tower in Huron East with Alyssa Keller, public-at-large representative on the SPC. She is water treatment operator with Jacobs Engineering, which is contracted to run the water system.

Rowland Howe, industry rep on the SPC and President of Goderich Port Management Corporation explains the spills prevention program that protects Lake Huron water. This water supplies drinking water for the town of Goderich, is a huge draw for tourism and the industries located in the harbour are an economic driver in the area.

Learn how the raw water source from Lake Huron is treated at the Goderich Water Treatment Plant to become clean, safe municipal drinking water for the town’s residents, businesses and visitors. The virtual tour of the Goderich Water Treatment Plant is hosted by John Graham, Environmental Representative on the SPC and Project Manager with Veolia Water Canada Inc. Cory Dulong, Senior Lead Operator, also helps take viewers through the complex system from intake pipe, screening debris, initial treatment, filtering, chlorination and continual testing to distribution through the Goderich water system – an eight-hour process.

Here are the four videos released so far:

- Introduction to drinking water source protection video series with Matt Pearson, SPC Chair: <https://youtu.be/c9Zh0XYmaJw>
- A tour of the Seaforth water treatment facility: <https://youtu.be/M3CVovxmSI4>
- Industry protects drinking water sources near Goderich intake: <https://youtu.be/blsOdf8CfRE>
- Treatment of Lake Huron water at the Goderich Water Treatment Plant: <https://youtu.be/CfMqhhSE988>

New video features local drinking water protection zone signs

There are 88 '**Drinking Water Protection Zone**' signs installed in the Ausable Bayfield Maitland Valley Source Protection Region.



These signs alert citizens they are near a municipal drinking water source and that they need to take extra caution to protect these drinking water sources.

A new local video will feature Dave Frayne, municipal representative on the SPC, sharing information about the signs.

The video is to be released following the May 26 SPC meeting.

For this and other new videos visit this YouTube channel:

<https://www.youtube.com/user/TheAusable>

Region joins Water Wednesday social media campaign

The Ausable Bayfield Maitland Valley Source Protection Region has joined, with Conservation Ontario, in conducting a public information campaign, on social media, about protecting municipal drinking water sources.

The information campaign began on May 12 and runs each Wednesday until August 18, 2021.

The spring and summer campaign has 15 themes including 4 Rs fertilizer best management practices, green products for spring cleaning, managing runoff from urban and rural sources, awareness of wellhead protection areas among home buyers and realtors, and more.

Watch for the **#WaterWednesday** posts and please share on social media and on your websites.

Next meeting of Source Protection Committee is May 26, 2021

The next meeting of the Ausable Bayfield Maitland Valley SPC takes place, by Zoom video conference, on Wednesday, May 26, 2021 at 9:30 a.m.

If you would like to observe a regular meeting of the SPC, by video, please contact program co-supervisor Mary Lynn MacDonald in advance at mmacdonald@abca.ca

If you have new staff members who need training on drinking water source protection, please give us a call so we can assist you.

Ausable Bayfield Maitland Valley Source Protection Region Tel 519-235-2610 ext. 247
c/o Ausable Bayfield Conservation Authority Fax 519-235-1963
71108 Morrison Line, R.R. 3 Toll-free 1-888-286-2610
Exeter, ON N0M 1S5 www.sourcewaterinfo.on.ca

From: MECP Land Policy (MECP) [<mailto:MECP.LandPolicy@ontario.ca>]

Sent: May 5, 2021 11:46 AM

Cc: Kurtes, Robyn (MECP) <Robyn.Kurtes@ontario.ca>; Lompart, Chris (MECP) <Chris.Lompart@ontario.ca>

Subject: Notification of Proposal on Modernizing Environmental Compliance Practices and Ontario Community Environment Fund Re-Launch

Good morning:

I am writing to you today to share important information about several initiatives the Ministry of the Environment, Conservation and Parks is moving forward with our commitments in our Made-in-Ontario Environment Plan to help strengthen enforcement tools that hold polluters accountable and create consistent guidelines to prevent and address noise and odour issues.

These initiatives include:

1. Proposed Land Use Compatibility Guideline
2. Proposed Odour Guideline
3. Updating the ministry's Compliance Policy to focus on high-risk incidents and publicly posting the Referral Tool and Service Standards
4. Stakeholder Consultation on the Expansion of Administrative Monetary Penalties
5. Re-Launch of the Enhanced Ontario Community Environment Fund

Further details on these initiatives are available in the Environmental Registry of Ontario bulletin posting: [strengthening our environmental compliance approach](#).

Additional information related to stakeholder engagement for the proposed administrative monetary penalties expansion and the re-launch of the Ontario Community Environment Fund is available below.

1. Proposed Land Use Compatibility Guideline

Ontario is proposing a new land use compatibility guideline as an update to a number of existing D-series guidelines for municipalities to use when making land use planning decisions.

The proposed guideline will help ensure certain land uses can co-exist and thrive for the long-term within a community, including major industrial facilities and more sensitive residential land uses.

By clarifying when compatibility studies related to the assessment of potential noise, odour, dust and other effects are needed to support land use planning decisions, the proposed guideline would help to prevent adverse impacts. Preventing noise and odour issues resulting from incompatible land uses is a key commitment in the Made-in-Ontario Environment Plan. For more information and to provide comments, please visit [Environmental Registry Posting 019-2785](#).

2. Odour guideline

We are proposing guidance on how industrial facilities, development proponents and other members of the regulated community can anticipate, prevent, and address odour issues.

Our proactive approach will provide more regulatory certainty for facilities, better coordination with land planning decisions, and more effective remediation of issues caused by odour mixtures.

For more information, please visit [Environmental Registry Posting 019-2768](#).

3. Updating the ministry's Compliance Policy to focus on high-risk incidents and publicly posting the Referral tool and Service Standards

The ministry is updating and modernizing its compliance policy to ensure that compliance and enforcement activities are risk-based.

The ministry has publicly posted the Referral Tool which will help the ministry to triage public reports received through phone calls or emails so that we are more efficiently identifying incidents which the ministry will respond to or refer to more appropriate levels of government or other agencies. Service standards for responding to incident reports received from the public have also been posted publicly to ensure timeliness of the ministry's response.

For more information, please visit [Environmental Registry Posting 019-2972](#).

4. Administrative Monetary Penalty Expansion – Stakeholder Consultations

The ministry is expanding our ability to issue administrative monetary penalties, currently known as environmental penalties, to more violations and to our entire regulated community, an estimated 150,000 entities. This includes individuals, small businesses and large corporations as well as public entities like municipalities and crown corporations. Currently, these penalties can be applied when certain environmental violations, such as spills and unlawful discharges, occur at about 140 industrial facilities.

We are now inviting you to participate in an engagement session where we will present proposed approaches on the details of the new administrative monetary penalties framework for environmental violations, to seek your feedback prior to drafting regulations. The engagement session will be delivered online and offer an opportunity for you to provide direct input. The input received will inform the development of draft regulations and a guidance document in order to implement the new administrative monetary penalties framework, which we anticipate consulting on further later this year. Please register for one of the four engagement sessions that best suits your availability using the corresponding link below.

DATE	TIME	EVENT LINK
Tuesday, May 18	9 AM to 12 PM	Registration
Thursday, May 20	1 PM to 4 PM	Registration
Wednesday, May 26	1 PM to 4 PM	Registration
Friday, May 28	9 AM to 12 PM	Registration

Once registered, we will send you the engagement materials, the webinar link and the event code for Slido (i.e. an interactive web-based question and answer and polling tool), which the ministry will be using to collect your input.

Please review the discussion document, including discussion questions, prior to the engagement session and prepare your responses. Let us know if you are unable to attend any of the scheduled engagement sessions. We will try to accommodate where possible.

Please send any questions you may have on these engagement sessions to Andre.Martin@ontario.ca

5. Re-Launch of Enhanced Ontario Community Environment Fund

Funds collected from administrative monetary penalties will continue to be dedicated to the Ontario Community Environment Fund, to support environmental improvement projects in the regions of Ontario where the violations occurred. Projects will support increased environmental restoration, and resilient communities and local solutions to environmental issues. Projects will be assessed through a competitive process, based on their positive environmental and community benefits as well as the quality of the project design.

More information about the enhanced Ontario Community Environment Fund and the 2021 call for applications will be announced soon. The application period is expected to be open from early May 2021 to late June 2021 and will make funds available, collected from penalties between 2016-2019. Local organizations can apply for the funding available based on the region where they are located:

- Northern Region: \$475,009
- Southwest Region: \$306,151
- Eastern Region: \$62,864
- West-Central Region: \$43,298
- Central Region: No funding available this round because the value of penalties collected did not meet the minimum funding threshold of \$5,000.

Please send any questions you may have on the Ontario Community Environment Fund to OCEF@Ontario.ca.

If you have any further questions or comments related to these initiatives, please direct questions to the appropriate contact above.

Thank you,

Robyn Kurtes, Director
Environmental Policy Branch, Ministry of the Environment, Conservation and Parks



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Karen Vecchio
Member of Parliament
Elgin—Middlesex—London

May 7, 2021

Dear Council,

On December 11th, 2020, the House of Commons passed a motion introduced by Conservative MP Todd Doherty, through unanimous consent, to bring a national 3-digit suicide prevention hotline to Canada.

That, given that the alarming rate of suicide in Canada constitutes a national health crisis, the House call on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (988) hot- line that is accessible to all Canadians.

We're asking all municipalities across Canada to consider passing a motion similar, to the one attached below. In order to make 988 a reality, we must continue to put pressure on the government and the Canadian Radio-television and Telecommunications Commission (CRTC).

The past year has been a challenging year. Lives and livelihoods have been lost. We have begun to see the devastating impacts that COVID has had, through isolation, on the mental health of Canadians. The rates of suicide continue to rise. As elected officials and as leaders, and especially during this period of difficulty as a nation, Canadians are counting on all of us to make a difference.

Please consider passing this motion as soon as possible.

Sincerely,

Karen Vecchio
Member of Parliament
Elgin-Middlesex-London
Deputy House Leader of the Official Opposition

Ottawa
House of Commons
Room 449 Confederation Building
Ottawa, Ontario K1A 0A6
Tel: 613-990-7769
Fax: 613-996-0194
karen.vecchio@parl.gc.ca



Constituency
203-750 Talbot Street
St. Thomas, Ontario N5P 1E2
Tel: 519-637-2255
Fax: 519-637-3358
Toll Free: 866-404-0406
www.karenvecchiomp.ca

Draft motion:

Support for 988 Crisis Line

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS _____ Town Council/Municipality/City recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT _____ Town Council/Municipality/City endorses this 988 crisis line initiative;

and that Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.



Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

May 3, 2021

Delivered by email
Patty.Hajdu@parl.gc.ca

The Honourable Patty Hajdu
Minister of Health
House of Commons
Ottawa, Ontario K1A 0A6

Dear Minister:

Re: Town of Aurora Council Resolution of April 27, 2021

Re: Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

Please be advised that this matter was considered by Council at its meeting held on April 27, 2021, and in this regard Council adopted the following resolution:

- 1. That the memorandum regarding Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline, be received; and**
- 2. That Council support the Town of Caledon initiative regarding 988, a 3-Digit Suicide and Crisis Prevention Hotline; and**
- 3. That a letter demonstrating Aurora Council's support be sent to Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill, Tony Van Bynen, MP Newmarket—Aurora, Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill, Hon. Christine Elliott, MPP Newmarket—Aurora, Hon. Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications Commission (CRTC), and all Ontario municipalities.**

The above is for your consideration and any attention deemed necessary.

Town of Aurora Council Resolution – Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

May 3, 2021

Page 2 of 2

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Michael de Rond', written in a cursive style.

Michael de Rond

Town Clerk

The Corporation of the Town of Aurora

MdR/lb

Attachment: Correspondence dated March 31, 2021, from Mayor Allan Thompson,
Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis
Prevention Hotline

Copy: Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill
Tony Van Bynen, MP Newmarket—Aurora
Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill
Hon. Christine Elliott, MPP Newmarket—Aurora
Canadian Radio-television and Telecommunications Commission (CRTC)
All Ontario Municipalities



Allan Thompson
Mayor

Sent via E-Mail to: Patty.Hajdu@parl.gc.ca

March 31, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6

Dear Ms. Hajdu,

RE: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE

I am writing to advise that at the Town Council meeting held on March 30, 2021, Council adopted a resolution endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

The resolution reads as follows:

Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

Whereas in 2022 the United States will have in place a national 988 crisis hotline;

Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Now therefore be it resolved that the Town of Caledon endorses this 988 crisis line initiative; and

That a letter demonstrating Caledon's support be sent to Kyle Seebach, MP, Dufferin-Caledon, the Honourable Sylvia Jones, MPP, Dufferin-Caledon, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.



Allan Thompson
Mayor

Thank you for your attention to this very important matter. We look forward to hearing from you.

Sincerely,

Allan Thompson
Mayor

Cc. Kyle Seeback, MP Dufferin-Caledon, Kyle.Seeback@parl.gc.ca
Honourable Sylvia Jones, MPP Dufferin-Caledon, sylvia.jones@pc.ola.org
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and
Telecommunications Commission (CRTC), iscott@telesat.com
All Ontario Municipalities

April 30, 2021

COO

The Honourable Doug Downey, MPP, Attorney General
20 Bell Farm Road
Barrie, ON L4M 6E4
(sent via email doug.downey@pc.ola.org)

Dear Minister Downey:

Re: NATIONAL 3-DIGIT SUICIDE AND CRISIS HOTLINE

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise you that City Council adopted the following resolution at its meeting held on April 26, 2021:

21-G-098 NATIONAL THREE DIGIT SUICIDE AND CRISIS HOTLINE

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

WHEREAS the motion calls for the federal government to consolidate all existing suicide crisis numbers into one three-digit hotline; and

WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

WHEREAS in 2022 the United States will have in place a national 988 crisis hotline; and

WHEREAS the City of Barrie recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED as follows:

1. That the City of Barrie endorses this 988 crisis line initiative.
2. That a letter demonstrating Barrie's support be sent to Todd Doherty, MP Caribou-Prince George, John Brassard, MP, Barrie-Innisfil, Doug Shipley, MP, Barrie-Springwater-Oro-Medonte, the Honourable Andrea Khanjin, MPP, Barrie-Innisfil, the Honourable Doug Downey, MPP, Barrie-Springwater-Oro-Medonte, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

If you have any questions, please do not hesitate to contact the undersigned, wendy.cooke@barrie.ca or (705) 739.4220, Ext. 4560.

Yours truly,

Wendy Cooke
City Clerk/Director of Legislative and Court Services

WC/bt

cc:

- The Honourable Patty Hajdu, MP, Minister of Health
- John Brassard, MP, Barrie-Innisfil
- Doug Shipley, MP, Barrie-Springwater-Oro-Medonte
- Todd Doherty, MP, Caribou-Prince George
- Andrea Khanjin, MPP, Barrie-Innisfil
- The Canadian Radio-television and Telecommunications (CRTC)
- All municipalities in Ontario



The Corporation of the Township of Burpee and Mills

8 Bailey Line Rd. Evansville, ON P0P 1E0
Phone & Fax 705-282-0624
Email: burpeemills@vianet.ca

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON
K1A 0A6
Via email: Patty.Hajdu@pal.gc.ca

May 11, 2021-05-11

Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

Please be advised that on May 4, 2021, The Township of Burpee & Mills passed the following motion to support The Town of Caledon letter endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

THAT The Township of Burpee and Mills hereby supports the letter by the Town of Caledon, attached hereto in support for 988, a 3-Digit Suicide and Crisis Prevention Hotline.

AND FURTHER directs staff to forward a copy of this resolution to local members of Parliament, and all Ontario Municipalities.

Carried: Ken Noland

cc The Honourable Christine Elliott, Minister of Health, Ontario - christine.elliott@ontario.ca
MP Carol Hughes - carol.hughes@parl.gc.ca
MPP Michael Mantha - mmantha-qp@ndp.on.ca
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and Telecommunications Commission – iscott@telesat.com
All Ontario Municipalities



The Corporation of The Town of Amherstburg

May 3, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
Email: minister.mah@ontario.ca

VIA EMAIL

Re: Planning Act Timelines

Dear Hon. Steve Clark,

At its meeting held on April 12, 2021, Council for the Town of Amherstburg passed the following:

Resolution # 20210412-120

“That Administration BE DIRECTED to send correspondence in support of the City of Kitchener’s resolution regarding Planning Act Timelines.”

Enclosed is a copy of the correspondence from the City of Kitchener for convenience and reference purposes.

Regards,

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

cc:

Taras Natyshak – MPP, Essex, Ontario
tnatyshak-co@ndp.on.ca

Chris Lewis – MP, Essex, Ontario
Chris.Lewis@parl.gc.ca

Federation of Canadian Municipalities (FCM)
info@fcm.ca

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

All Ontario Municipalities



CHRISTINE TARLING

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

christine.tarling@kitchener.ca

TTY: 519-741-2385

March 31, 2021

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

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

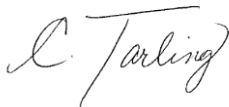
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Tim Louis, M.P.
Honourable Raj Saini, M.P.
Honourable Marwan Tabbara, M. P.
Honourable Bardish Chagger, M.P.
Honourable Bryan May, M.P.
Honourable Amy Fee, M.P.P.
Honourable Catherine Fife, M.P.P.
Honourable Belinda Karahalios, M.P.P.
Honourable Mike Harris, M.P.P.
Honourable Laura Mae Lindo, M.P.P.
Bill Karsten, President, Federation of Canadian Municipalities
Monika Turner, Association of Municipalities of Ontario
Rosa Bustamante, Director, Planning, City of Kitchener
Ontario Municipalities



Legislative Services
111 Erie Street North
Leamington, ON N8H 2Z9
519-326-5761
clerks@leamington.ca

SENT VIA EMAIL

May 5, 2021

**Re: Advocacy for Reform
Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, April 27, 2021 enacted the following resolution:

No. C-119-21

Re: Advocacy for Reform - MFIPPA Legislation

BE IT RESOLVED that the Council of the Municipality of Leamington has received Clerk's Department Report LLS-15-21 regarding Advocacy for Reform of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and

That that the following motion be passed in support of a request to review and reform of MFIPPA:

WHEREAS MFIPPA dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Leamington, 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;

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 MFIPPA 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 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 MFIPPA, including those of the Information and Privacy Commissioner, be reviewed and modernized;
8. That the integrity of MFIPPA be maintained to protect personal privacy and transparent governments.

Carried

Sincerely,
Brenda M. Percy, Clerk

cc: Rick Nicholls, MPP Chatham Kent - Leamington
Dave Epp, MP Chatham Kent - Leamington
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks

From: No Reply [<mailto:noreply@gbtownship.ca>]

Sent: May 12, 2021 3:16 PM

To: jeff.yurekco@pc.ola.org; ec.ministre-minister.ec@canada.ca; Christopher.balasa@ontario.ca;

Subject: Township of Georgian Bay - Road Management Action on Invasive Phragmites

Good afternoon,

Please see attached resolution C-132-2021 passed at the May 11th, 2021 Township of Georgian Bay Council meeting supporting the Township of The Archipelago resolution regarding the regarding road management action on invasive phragmites

Thank you,

Sydney Amero

Executive Assistant to the CAO, Clerk, and Mayor

TOWNSHIP OF GEORGIAN BAY

99 Lone Pine Road, Port Severn ON L0K 1S0

T. 705-538-2337 x234 Toll Free 1-800-567-0187

F. 705-538-1850 **E.** samero@gbtownship.ca

www.gbtownship.ca



All information about municipal services is collected in accordance with the Municipal Act, 2001, under s.8 and for Council's purposes under s.239(1) and may be used in Council deliberations, and disclosed in full, including email, names, opinions and addresses to other persons requesting access to records, or as part of a public agenda. All information submitted to the municipality is subject to the Municipal Freedom of Information Act (MFIPPA).

All information about municipal services is collected in accordance with the Municipal Act, 2001, under s.8 and for Council's purposes under s.239(1) and may be used in Council deliberations, and disclosed in full, including email, names, opinions and addresses to other persons requesting access to records, or as part of a public agenda. All information submitted to the municipality is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

C-132-2021

**THE TOWNSHIP OF GEORGIAN BAY
Council**

DATE: 10 May 2021

	YEA	NAY	
Councillor Bochek	_____	_____	MOVED BY: <u>Jarvis</u>
Councillor Cooper	_____	_____	
Councillor Douglas	_____	_____	SECONDED BY: <u>Cooper</u>
Councillor Hazelton	_____	_____	
Councillor Jarvis	_____	_____	
Councillor Wiancko	_____	_____	
Mayor Koetsier	_____	_____	

DEFERRED _____ **CARRIED** X **DEFEATED** _____ **REFERRED** _____

BE IT RESOLVED THAT Council endorse the Township of The Archipelago Resolutions 21-073 regarding road management action on invasive phragmites.

Peter Koetsier
Mayor



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

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

www.thearchipelago.on.ca

April 9, 2021

21-073

Moved by Councillor Barton
Seconded by Councillor Manner

RE: Road Management Action On Invasive Phragmites

WHEREAS *Phragmites australis* (*Phragmites*) is an invasive perennial grass that continues to cause severe damage to wetlands and beaches in areas around the Great Lakes including Georgian Bay; and

WHEREAS *Phragmites australis* grows and spreads rapidly, allowing the plant to invade new areas and grow into large monoculture stands in a short amount of time, and is an allelopathic plant that secretes toxins from its roots into the soil which impede the growth of neighboring plant species; and

WHEREAS *Phragmites australis* results in loss of biodiversity and species richness, loss of habitat, changes in hydrology due to its high metabolic rate, changes in nutrient cycling as it is slow to decompose, an increased fire hazard due to the combustibility of its dead stalks, and can have an adverse impact on agriculture, particularly in drainage ditches; and

WHEREAS invasive *Phragmites* has been identified as Canada's worst invasive plant species by Agriculture and AgriFood Canada; and

WHEREAS the Ontario government has made it illegal to import, deposit, release, breed/grow, buy, sell, lease or trade invasive *Phragmites* under the Invasive Species Act; and

WHEREAS *Phragmites* occupy over 4,800 hectares of land around Lake St. Clair alone, while 212 hectares of *Phragmites* occupy land along the St. Lawrence River. The Georgian Bay Area is particularly affected by *Phragmites australis*, with more than 700 stands along the shorelines and multiple visible stands on the highways and roads that threaten valuable infrastructure and wetland areas; and

WHEREAS volunteers, non-governmental organizations, and various municipalities have invested tens of thousands of dollars in investments and labour annually for more than eight years in executing managements plans to control invasive *Phragmites* on roads, coasts, shorelines and in wetlands; and

WHEREAS roads and highways where *Phragmites* that are left untreated become spread vectors that continually risk new and treated wetlands and coastal shoreline areas; and

WHEREAS according to “Smart Practices for the Control of Invasive Phragmites along Ontario’s Roads” by the Ontario Phragmites Working Group, best road management practices for Phragmites australis include early detection, herbicide application, and cutting; and

WHEREAS these best management practices are most effective when used in a multi-pronged approach as opposed to when used as stand-alone control measures; and

WHEREAS mother nature does not recognize political boundaries. Therefore, it is imperative that Municipalities, Districts, the Province, and the Federal government work together in collaboration to eradicate Canada’s worst invasive plant species Phragmites australis;

NOW THEREFORE BE IT RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to implement best management practices to promote early detection of invasive Phragmites, and to implement best management practices for invasive Phragmites, and to join the Ontario Phragmites Working Group to collaborate on the eradication of Phragmites in Ontario.

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago directs staff to insert clean equipment protocols into tenders and that there is oversight that the protocols are followed; and

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago requests the Ontario Ministry of Transportation to map and treat invasive Phragmites annually on all its highways; and

BE IT FURTHER RESOLVED that the Ontario Ministry of Transportation (MTO) communicates the strategy on mapping (detecting sites) and controlling invasive Phragmites on provincial highways, the specific highway management plans and results by each MTO region and each highway in the region and work in coordination with the Township of The Archipelago; and

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to send this resolution to all municipalities that are part of the Georgian Bay watershed, to all municipalities in the Great Lakes watershed, to the Minister of Transportation, Christopher Balasa the Manager, Maintenance Management Office, and MPP Norman Miller.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago requests all levels of government to consider funding support to aid the Township of The Archipelago in managing invasive phragmites; and directs staff to send a copy of this resolution to the Ontario Minister of Environment, Conservation and Parks and the Minister of Environment and Climate Change Canada.

Carried.



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

Sent via email: premier@ontario.ca

May 14th 2021

Attn: Premier Ford,

Please be advised that at the Town of Plympton-Wyoming Council Meeting held Wednesday, May 13th 2021, the following resolution was adopted:

Motion 20

Moved by Mike Vasey, Seconded by Netty McEwen that Council support item 'p' of correspondence from the City of Brantford regarding a request for the Province of Ontario to withdraw its prohibition on golfing and any other outdoor recreational activities.

Motion Carried.

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

Sincerely,

Erin Kwarciak
Clerk
ekwarciak@plympton-wyoming.ca

Cc: (via e-mail)
Bob Bailey, MPP
AMO
All Ontario Municipalities



April 30, 2021

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

Sent via email: premier@ontario.ca

Dear Premier Ford,

Please be advised that at the Brantford City Council Meeting held April 27, 2021, the following resolution was adopted:

Request - Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities

WHEREAS COVID-19 restrictions have had significant impacts; and

WHEREAS many forms of socializing, recreation and sport have been curtailed; and

WHEREAS the game of golf can be enjoyed while maintaining proper social distancing;

THEREFORE BE IT RESOLVED THAT The Corporation of The City of Brantford recommends:

- A. THAT The Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities which can be enjoyed while maintaining proper social distancing; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Premier of Ontario; Will Bouma, MPP, Brantford-Brant, the Association of Municipalities of Ontario, Ontario Big City Mayors; and the list of other Municipalities in Ontario.

Yours truly,

A handwritten signature in black ink, appearing to read "Tanya Daniels".

Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc MPP Will Bouma, Brantford-Brant
Association of Municipalities of Ontario (AMO)
Ontario Big City Mayors
All Ontario Municipalities

From: Minister, MECP (MECP) <Minister.MECP@ontario.ca>
Sent: Thursday, May 13, 2021 3:36:53 PM
To: Cathy Burghardt-Jesson <cbjesson@lucanbiddulph.on.ca>
Subject: Regulatory Proposals under the Conservation Authorities Act

Good afternoon,

Our government is committed to ensuring that conservation authorities are focused on helping protect people and property from natural hazards, the conservation and management of conservation authority-owned lands, and their roles in drinking water source protection.

On December 8, 2020, legislative amendments to the *Conservation Authorities Act*, as part of Bill 229, the Protect, Support and Recover from *COVID-19 Act, 2020*, received Royal Assent. Building on these changes, my ministry is moving forward with the first phase of regulatory proposals detailing the requirements for programs and services and how they should be implemented.

This first phase of proposals has been posted for consultation [on the Environmental Registry of Ontario](#) and I welcome your consideration and input. The proposed regulations are focused on

- Mandatory programs and services conservation authorities would be required to provide, including core watershed-based resource management strategies.
- The proposed agreements that may be required with participating municipalities to fund non-mandatory programs and services with municipal dollars.
- The transition period to establish those agreements.
- The consolidation of the current individual conservation authority 'Conservation Area' regulations made under Section 29 of the *Conservation Authorities Act* into one Minister's regulation.
- Requirements for each conservation authority to establish a community advisory board to include members of the public, and how they may be governed.

We note that the Environmental Registry will be unavailable for use, due to maintenance, between the hours of 5pm and 10pm today (May 13). Please find the consultation guide attached to this email for your reference.

There will also be an opportunity for you to participate in a webinar with ministry staff from the Conservation and Source Protection Branch. Ministry staff will be in contact with you shortly to provide details on the timing and how to participate in the webinar. You can reach the team at ca.office@ontario.ca if you have any questions.

Thank you again for your input. I look forward to continuing to work with you to ensure conservation authorities are in the best position to deliver on their core mandate.

Sincerely,

Jeff Yurek
Minister of the Environment, Conservation and Parks

Good day,

We are writing further to the email from the Minister of the Environment, Conservation and Parks on May 13, 2021 regarding the first phase of the ministry's [proposed regulations](#) under the *Conservation Authorities Act*.

Per that email, there is an opportunity for you to participate in a webinar with ministry staff from the Conservation and Source Protection Branch to provide input on the regulatory proposals. Staff from the Ministry of Natural Resources and Forestry will also be present to discuss aspects of the proposal that relate to that ministry's natural hazard responsibilities.

We are proposing to hold webinars on the following dates / times:

- Option 1: May 27, 2021 (10:30am-12pm)
- Option 2: June 1, 2021 (2:00-3:30pm)

Please use the **voting buttons** in this email to indicate what session you are interested in attending and you will receive a follow up invitation with the webinar details for that session.

If you are unable to use the voting buttons, please send your preferred option to ca.office@ontario.ca.

Sincerely,

Chloe Stuart
Assistant Deputy Minister, Land and Water Division
Ministry of the Environment, Conservation and Parks

**MINISTRY OF THE ENVIRONMENT, CONSERVATION AND
PARKS**

**REGULATORY PROPOSAL CONSULTATION GUIDE:
Regulations Defining Core Mandate and Improving Governance,
Oversight and Accountability of Conservation Authorities**

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PURPOSE

The Ministry of the Environment, Conservation and Parks (the “ministry”) is consulting on proposed regulations that would be made under the *Conservation Authorities Act* to ensure that conservation authorities focus and deliver on their core mandate of helping protect people and property from the risk of natural hazards, the conservation and management of conservation authority-owned lands, and their roles in drinking water source protection and to improve governance and oversight in conservation authority operations.

The purpose of this consultation guide is to provide a description of the proposed regulations in order to obtain feedback on the ministry’s regulatory postings on the Environmental Registry of Ontario and Ontario’s Regulatory Registry. Comments on the regulatory proposals may be submitted through either registry before the date indicated or can be emailed directly to the ministry at ca.office@ontario.ca. The comments received from the posting will be considered by the ministry when developing the proposed regulations.

INTRODUCTION

In 2018, the government made a commitment in its “Made-in-Ontario Environment Plan” to collaborate with municipalities and other stakeholders to ensure that conservation authorities focus and deliver on their core mandate.

As part of that commitment, the government passed the *More Homes, More Choice Act, 2019* which received Royal Assent on June 6, 2019 and made amendments to the *Conservation Authorities Act*.

Beginning in late 2019, the ministry undertook extensive consultations with municipalities, the public, landowners, development, agricultural, environmental and conservation organizations as well as conservation authorities, about the core role of conservation authorities. The government takes consultation seriously, which is why the ministry also posted an online survey in January 2020 to gather feedback from the general public and anyone who was unable to attend the in-person sessions.

The extensive and valuable feedback received informed legislative amendments to the *Conservation Authorities Act* that were made through Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020* which passed on December 8, 2020. These changes will help ensure conservation authorities are best serving the needs of their communities and allow them to focus and deliver on their core mandate, as committed to in the Made-in-Ontario Environment Plan.

The government is proposing to proclaim un-proclaimed provisions in the *Conservation Authorities Act* (stemming from amendments made in 2017, 2019, and 2020) through a staged process. This will enable accommodation of a staggered rollout of regulations (in two phases) and policies that are to be consulted on and developed in the future.

The first of these proclamations occurred on February 2, 2021 and included provisions related to conservation authority governance as well as items related to housekeeping amendments, government requirements and the Minister's powers. This Consultation Guide supports consultations on the first phase of proposed regulations to be developed.

REGULATORY PROPOSAL CONSULTATION GUIDE

The proposed regulations for consultation are focused on:

- the mandatory programs and services to be delivered by conservation authorities,
- the proposed agreements that may be required with participating municipalities to fund non-mandatory programs and services through a municipal levy,
- the transition period to establish those agreements,
- the requirement to establish 'community' advisory boards, and
- the Minister's section 29 regulation relating to conservation authority operation and management of lands owned by the authority.

Mandatory Programs and Services

- Mandatory Conservation Authority Programs and Services Regulation

Non-mandatory Programs and Services

- Minister's Regulation for Municipal Agreements and Transition Period

Governance and Oversight of Conservation Authorities

- Regulation to require 'Community' Advisory Boards
- Regulation to enable conservation authority by-laws (under s.19.1 of the *Conservation Authorities Act*) to be able to address the advisory boards prescribed by the proposed 'Community Advisory Board' regulation.

Other Regulatory Matters

- Section 29 Minister's Regulation of 'Conservation Areas'

PART ONE: PROGRAMS AND SERVICES DELIVERED BY CONSERVATION AUTHORITIES

Conservation authorities were established by the Province through municipal resolutions to address cross municipal boundary interests in resource management principally related to water and natural hazard management. The *Conservation Authorities Act*, sets out the “objects” or goals of a conservation authority to deliver on the prescribed and core mandatory programs and services (which are noted in this section of the Guide) to ensure that conservation authorities are in the best position possible to deliver on their mandate. These objects also provide conservation authorities with the authority to deliver non-mandatory programs and services that their participating municipalities ask them to deliver on a municipality’s behalf, or which the conservation authority determines are advisable and has funding including from participating municipalities under agreement. As a result, conservation authorities, with their watershed-based jurisdictions, are able to provide a fuller resource perspective to their municipalities and the Province that supports managing inter-municipal as well as provincial natural resource issues like flooding, drought, erosion, sedimentation and water quality. Especially as Ontario continues to deal with the worsening impacts of climate change, this is supportive of conservation authorities’ role to help ensure that the people of Ontario and their properties are protected from events like flooding, drought, and erosion.

Under the *Conservation Authorities Act*, programs and services delivered by conservation authorities can be:

- Mandated by the Province (mandatory) and may be funded by provincial grants and/or conservation authority self-generated revenue (e.g. user fees). Where such revenue sources cannot finance the entire costs of those programs, the costs must be raised through the municipal levy.
- Non-mandatory programs and services that may be provided by a conservation authority at the request of and on behalf of one or more participating municipalities under the *Conservation Authorities Act*, if a memorandum of understanding (MOU) or other agreement has been entered into between the parties to have the program or service be funded by municipal levy or by other funding mechanisms that may be set out in the MOU or service contract.
- Municipal requests of authorities to provide non-mandatory programs and services on behalf of the municipality from ‘specified’ municipalities; municipalities that are designated in an authority for the purposes of the *Clean Water Act, 2006* or the *Lake Simcoe Protection Act, 2008*, would also require a MOU or other agreement to be entered into between the parties to have the non-mandatory program or service funded by municipal levy or by other funding mechanisms that may be set out in the MOU or the other agreement.
- Non-mandatory programs and services that the authority determines are advisable to meet the purpose of the *Conservation Authorities Act* in their jurisdiction and that

require municipal funding through an agreement with the authority's participating municipalities. These non-mandatory programs and services would be determined at the local CA level and would be beyond those that the province has set out as being required, or that a municipality has indicated it would like the CA to deliver on its behalf. Other funding sources such as self-generated revenue (e.g. user fees), project funding from other government agencies or other organizations may also fund (in whole or in part) conservation authority determined non-mandatory programs and services.

1. MANDATORY CONSERVATION AUTHORITY PROGRAMS AND SERVICES REGULATION

In June 2019, the *More Homes, More Choice Act, 2019* amended the *Conservation Authorities Act* to identify the categories of mandatory programs and services which conservation authorities are required to provide where applicable in their specific jurisdictions. The *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020* re-enacted this provision.

These categories of programs and services are related to:

- A. Risk of natural hazards.
- B. Conservation and management of lands owned or controlled by a conservation authority, including any interests in land registered on title.
- C. Conservation authority duties, functions and responsibilities as a source protection authority under the *Clean Water Act, 2006*.
- D. Lake Simcoe Region Conservation Authority duties, functions and responsibilities under the *Lake Simcoe Protection Act, 2008*.
- E. Conservation authority duties, functions and responsibilities under other legislation prescribed by regulation. Proposed to be:
 - On-site sewage systems approvals by North Bay-Mattawa Conservation Authority as prescribed under the *Building Code Act, 1992*.
- F. Other programs or services prescribed by the regulation within a year of the end of the transition period. Proposed to be:
 - Core Watershed-based Resource Management Strategy
 - Provincial Water Quality and Quantity Monitoring

A. MANDATORY PROGRAMS AND SERVICES RELATED TO THE RISK OF NATURAL HAZARDS

Introduction:

It is proposed by the Ministry of Natural Resources and Forestry that each conservation authority would be required to implement a program or service to help manage the risk posed by the natural hazards within their jurisdiction, including: flooding, erosion, dynamic beaches, hazardous sites as defined in the Provincial Policy Statement, 2020

(PPS, 2020) and low water/drought as part of Ontario's Low Water response. This program shall be designed to:

- identify natural hazards;
- assess risks associated with natural hazards including impacts of climate change;
- manage risks associated with natural hazards; and
- promote public awareness of natural hazards.

Managing risks associated with natural hazards may include prevention, protection, mitigation, preparedness and response.

Mandatory Programs and Services related to the Risk of Natural Hazards include:

1. Administration of permits issued under section 28.1 of the *Conservation Authorities Act*, including associated enforcement activities (sections 28.1 and 28.1.2 once proclaimed). Where appropriate, conservation authority administration of permits may include coordinated involvement in other review or approval processes in accordance with applicable law (e.g. conservation authorities' role in commenting on *Environmental Assessment Act*, *Drainage Act*, *Aggregate Resources Act*, *Niagara Escarpment Planning and Development Act* proposals.)
2. Land-use planning input on behalf of the Ministry of Natural Resources and Forestry related to the Natural Hazards policies of the PPS, 2020 under the *Planning Act* (excluding policies associated with wildland fires) in accordance with Provincial One Window Planning Service protocols, including, when appropriate, *Planning Act* appeals to the Local Planning Appeal Tribunal related to Natural Hazard policies, and input into review of applications for new or amended Special Policy Areas.
3. Flood forecasting and warning in accordance with and, at a minimum, to the extent described by approved provincial standards.
4. Operation and maintenance of:
 - any water control infrastructure (including soft or hard structures) owned or controlled by the conservation authority that mitigates risk to life and property damage from flooding or supports low flow augmentation;
 - any erosion control infrastructure owned or controlled by the conservation authority;
 - the completion of operational and asset management plans; and
 - infrastructure operations, maintenance, rehabilitation/repair and the undertaking of any associated necessary technical or engineering studies, including dam safety studies and emergency preparedness plans.
5. Ice management services (preventative or remedial) as appropriate and as supported by an authority approved ice management plan, including:
 - development and updating of plans;

- control of ice, including potential standby equipment (e.g. icebreaker put in place in advance of ice season to prevent ice formation); and
 - addressing ice-related erosion.
6. Low water monitoring and communications in accordance with and, at a minimum, to the extent described by approved provincial standards.
 7. Collection, provision, and management of information as needed to support the conservation authorities to:
 - delineate and map hazard areas;
 - develop plans and policies to guide appropriate management and use of hazard lands within the conservation authority's jurisdiction, including shorelines and rivers;
 - study surface water flows and levels (e.g. low/peak flow, water budget, surface/groundwater interactions, flood hazard);
 - study stream morphology;
 - study the potential impact of changing climatic conditions on natural hazards; and
 - study design to mitigate natural hazards.
 8. Communications, public awareness and education regarding the risk of natural hazards present within the jurisdiction of the authority to public safety, and to consult on program components as required.

B. MANDATORY PROGRAMS AND SERVICES RELATED TO THE MANAGEMENT OF CONSERVATION AUTHORITY LAND

Introduction:

Conservation authority owned land has been acquired under the *Conservation Authorities Act*, mainly through cost shared purchases by the province and municipalities, but also through other means, such as donations. In a number of cases, this land was acquired as it is considered to be hazardous for development. This would include any land that had been previously expropriated by the authority. The power of a conservation authority to expropriate land has been removed by the amendments to the Act made by the *Protect, Support and Recover from COVID-19 Act (Budget Measures)*, 2020. Public benefits of these properties reflect the provincial/municipal mandate for conservation authorities in land ownership and include, for example, public safety (i.e. flood control, flood forecasting and warning) and protection of natural heritage.

Some of these lands contain buildings (offices, outbuildings and interpretive centres), other structures or amenities (marinas and picnic areas) or works such as flood and erosion control structures. Authority owned land may generate revenue for the authority (e.g. fees for access, permit fees or by leasing land to a tenant) to self finance the land management programs and services or to be applied to other conservation authority programs and services (thereby reducing reliance on municipal levy).

Conservation authority land is considered private land and as such is subject to the *Planning Act*, municipal official plans, zoning and by-laws as well as to property taxes.

The mandatory programs and services related to the conservation and management of lands owned or controlled by a conservation authority, including any interests in land registered on title, relate to conservation authority as the owner of its land but also to land owned by others where the conservation authority has an 'interest' or right related to that other person's property, as granted by the property owner.

For example, property owners may grant easements registered on their title to conservation authorities; i.e. 'conservation easements' that may protect a natural heritage feature or 'access easements' that may enable a conservation authority to develop trails that cross another landowner's property.

Each conservation authority will be required to implement the following mandatory programs and services related to the conservation and management of lands owned or controlled by the authority, including any interests in land registered on title, within their jurisdiction.

Mandatory Programs and Services related to the Management of Land Owned by Conservation Authorities include:

1. Administration of the section 29 Minister's regulation of 'Conservation Areas' or land owned by conservation authorities including the setting out of fees, permits and enforcement activities.
2. A conservation authority shall have a strategy for all conservation authority owned or controlled lands which could include:
 - Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories, etc.
 - A broader jurisdictional assessment using existing information (for example natural hazard information from an existing watershed plan or study, or other existing sources for natural heritage systems, wildlife corridors, connecting conservation land through trails, linking with others' land and trails, etc.)
 - Public participation in the planning process when developing or updating the 'overarching' conservation authority land strategy.
3. A conservation authority shall have a policy regarding the securement/acquisition and disposition of land owned or controlled by the authority. This policy shall be approved by the authority by resolution.
 - Land acquisition or securement policy shall be in accordance with current legislation and provincial policy for conservation authority land securement / acquisition.

- Much conservation authority owned land was purchased using provincial grants issued under the *Conservation Authorities Act* and the purchase cost shared by municipal levy. For the disposition of lands purchased in this manner, a conservation authority requires Minister's approval to dispose of that conservation authority owned land.
 - The government is proposing that the requirements for a Minister's approval on the disposition of conservation authority property (land/fixed assets) (should not involve the disposition of conservation authority property that relate to hazardous lands) will continue as set out in current provincial policy.
 - Generally, current ministry policy would not support the approval of dispositions of conservation authority property that relate to hazardous lands, provincially significant conservation land, natural heritage features or areas (including environmentally/ecologically sensitive land) or for managed/agreement forest lands.
4. A conservation authority shall have a management plan for each property owned or controlled by the authority. For groups of smaller properties that are, for example, related in environmental sensitivity or land use, one management plan could cover the multiple properties.
- The management plans may consider specific objectives, including: the purpose for the original acquisition, function, features, special features/sensitive areas for protection, use, infrastructure, public input; or other considerations that the authority decides may be applicable.
 - The management plans may involve, as appropriate, a resource inventory.
 - An authority shall update/approve the management plans when the authority deems necessary.
5. Management and maintenance of conservation authority owned or controlled lands (based in the management plans) related to:
- Land management and stewardship activities related to protecting natural heritage systems/features/values to ensure the property is maintained in accordance with the authority approved management plan for natural heritage management.
 - Employing best management practices to protect and conserve provincially significant conservation lands and natural heritage features as appropriate including environmentally or ecologically sensitive lands (for habitat restoration/rehabilitation, invasive species control, fish and wildlife monitoring).
 - Monitoring and enforcement actions to ensure the maintenance of the property boundaries and also the land title from encroachments as well as to ensure the ecological integrity of conservation authority owned properties, to address illegal activity, with a goal also of reduction of liability and risk associated with the use of the properties.
 - Identification, mapping and assessments as appropriate to determine maintenance and repair needs as well as whether changes are required to any management plan.

Note that other land uses, such as the provision of recreational opportunities or environmental education, on conservation authority owned land are not mandatory programs or services (including management and maintenance of lands for these purposes).

C. MANDATORY PROGRAMS AND SERVICES RELATED TO SOURCE PROTECTION AUTHORITY RESPONSIBILITIES UNDER THE *CLEAN WATER ACT, 2006*

Introduction:

The Province's *Clean Water Act, 2006* is part of a multi-barrier approach to ensure safe and sustainable drinking water for Ontarians. We continue to ensure that our drinking water sources are among the best protected in the world through requiring collaborative, watershed-based source protection plans that are locally driven and based in science and focused on prevention. Source protection plans contain a series of locally developed policies that reduce, eliminate or manage the risks of various activities to sources of drinking water.

Under the *Clean Water Act, 2006* conservation authorities are required to exercise and perform the powers and duties of a drinking water source protection authority. Each conservation authority therefore would be required to implement programs and services related to those responsibilities as source protection authorities under the *Clean Water Act, 2006*.

Mandatory Programs and Services for Conservation Authorities related to Source Protection Authority Responsibilities under the *Clean Water Act, 2006* are as follows:

1. Administration of the prescribed composition of the source protection committee and administrative support to source protection committees (Subsections 4(2) or 6(2) and section 7 of the *Clean Water Act, 2006* and O. Reg. 288/07: Source Protection Committees)
 - Maintaining source protection committees by filling vacancies as required by the *Clean Water Act, 2006* and O. Reg. 288/07: Source Protection Committees;
 - Assisting the source protection committee in exercising and performing the committee's powers and duties under the *Clean Water Act, 2006*;
 - Providing scientific, technical and administrative support and resources to the source protection committee; and
 - Where there is a source protection region, the lead conservation authority undertakes the above in addition to leading work in the region for assessment reports and source protection plan amendments, consultation, progress reports, and for coordinating with other source protection authorities as required and set out in agreements between source protection authorities in the region.

2. Preparing amendments to assessment reports and source protection plans (Sections 34, 35 and 36 of the *Clean Water Act, 2006*).
 - Updating the text and mapping in an assessment report and source protection plan to include new drinking water systems and associated vulnerable areas or amend vulnerable areas and risk assessments where drinking water systems change, as provided by drinking water system owners.
 - As part of this, source protection authorities are required to issue a Notice to drinking water system owners.
 - Complying with orders under sections 35 and 36 of the *Clean Water Act, 2006*.
 - Developing or revising policies that address risks to sources of drinking water.
 - Incorporating new scientific information about sources of drinking water, changes in infrastructure or land use.
 - Completing related land use mapping necessary (e.g. managed lands, impervious surfaces) to determine the risk posed by various prescribed drinking water threats, new local or provincially-identified threats, and to address changes to the *Clean Water Act, 2006*, O. Reg. 287/07: General Regulation or Director's Technical Rules made by the Province.
 - Receiving information from municipalities regarding a proposal to create or modify transport pathways in wellhead protection areas and intake protection zones, or from municipalities or risk management officials as a result of field-verified knowledge of existing transport pathways, to determine if assessment reports or plans should be amended.
 - Clarifying requirements for amendments to assessment reports and plans, vulnerable area delineations, risk assessments, and transport pathways with municipalities or drinking water system owners and their consultants.
 - Consulting with municipalities and other bodies responsible for implementing plan policies (such as provincial ministries and agencies such as the Technical Standards and Safety Authority and Niagara Escarpment Commission), other persons or bodies as may be required by the *Clean Water Act, 2006*, as well as neighbouring source protection authorities where required.
 - Consulting with the ministry's staff involved with the source protection program on proposed amendments, including during the early development phase.
 - Ensuring publication and notice of the proposed amendments (to the assessment reports and source protection plans) are completed in accordance with the *Clean Water Act, 2006*, regulations and orders.
3. Implementing source protection plan policies (Sections 38 and 45 of the *Clean Water Act, 2006*, and section 33 of O. Reg. 287/07).
 - Complying with obligations imposed by significant threat policies that rely on Part III of the *Clean Water Act, 2006*, and by other strategic action policies directed to the source protection authority.
 - Conducting monitoring directed to the source protection authority in accordance with monitoring policies set out in the source protection plan.
 - Clarifying *Clean Water Act, 2006*, regulations and source protection plan requirements and implementation responsibilities as necessary to municipalities,

landowners or other persons impacted by source protection policies, including interpreting technical (scientific) work and plan policies.

- Responding to requests to review proposals in wellhead protection areas and intake protection zones to identify the source protection policies that apply and note potential effect(s) of the project on source water where required (such as under the *Planning Act*, *Environmental Assessment Act* or associated applications under the *Environmental Protection Act* and *Ontario Water Resources Act*).
4. Tracking and reporting on the progress of source protection plan implementation (Section 46 of the *Clean Water Act*, 2006).
 - Liaising with public bodies responsible for implementing plan policies including municipalities, provincial ministries and agencies to collect information that tracks the progress of source protection plan implementation and issues that arise.
 - Fulfilling reporting obligations set out in the *Clean Water Act*, 2006 and O. Reg. 287/07 General Regulation.
 5. Maintaining and providing access to source protection data and information (Sections 20, 32, 46 of the *Clean Water Act*, 2006 and section 12, 21, subsections 52(5) and 52(6) of O. Reg. 287/07).
 - Ensuring the assessment report, source protection plan and any amendments and updates, as well as public progress reports, are available on the Internet.
 - Providing updated maps and data to the Province for assessment report and source protection plan amendments.
 - Providing progress report information and supporting data to the Province.

D. MANDATORY PROGRAMS AND SERVICES RELATED TO LAKE SIMCOE REGION CONSERVATION AUTHORITY RESPONSIBILITIES UNDER THE LAKE SIMCOE PROTECTION ACT, 2008.

Introduction:

Our government is committed to the ongoing protection and restoration of the ecological health of the Lake Simcoe Watershed as outlined in the *Lake Simcoe Protection Act*, 2008. The Act is delivered through the Lake Simcoe Protection Plan, which addresses long term environmental issues in Lake Simcoe and its watershed by building on science and monitoring programs that inform the adaptive management approach used to address threats to the ecosystem, such as degraded water quality, unsustainable land uses and pressures of human activity.

Lake Simcoe Region Conservation Authority is a key public body that works in collaboration with provincial ministry leads, including the Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources and Forestry and Ministry of Agriculture, Food and Rural Affairs as well as municipalities, Indigenous communities and others to support the delivery of many Lake Simcoe Protection Plan policies.

The Lake Simcoe Protection Plan and its policies are given legal effect in two distinct ways.

- a) *Protect, restore and enhance ecosystem health*: “Designated Policies” and “Have Regard Policies” have legal effect when implemented through decision making under six prescribed instruments (i.e., legislation).

The Lake Simcoe Region Conservation Authority’s s.28 permit under the *Conservation Authorities Act* is a prescribed instrument under the *Lake Simcoe Protection Act* that is used to implement specific policies of the Lake Simcoe Protection Plan.

Under the *Lake Simcoe Protection Act*, the Lake Simcoe Region Conservation Authority is under an obligation to ensure that its *Conservation Authorities Act* s.28 permit decisions conform to the applicable designated policies in the Lake Simcoe Protection Plan and have regard to other certain specified policies. The appendix to the Lake Simcoe Protection Plan sets out which policies are implemented through Lake Simcoe Region Conservation Authority’s s.28 permit.

- b) *Adaptive management informed by science and monitoring*: “Strategic Actions and Monitoring Policies” are implemented through a multi-agency partnership approach. Lake Simcoe Protection Plan Monitoring Policies have legal effect obligating the Lake Simcoe Region Conservation Authority to collaborate in the delivery of monitoring programs led by the Ministry of Natural Resources and Forestry and/or the Ministry of the Environment, Conservation and Parks. Strategic Action Policies are not legal obligations; however, the Lake Simcoe Region Conservation Authority has committed to leading and/or supporting their implementation.

Mandatory Programs and Services related to the Lake Simcoe Region Conservation Authority’s duties, functions and responsibilities under the Lake Simcoe Protection Plan are:

- the monitoring policies and strategic action policies in the Lake Simcoe Protection Plan where the policy names the Lake Simcoe Region Conservation Authority as the lead body or collaborating body with other public bodies (see table of relevant Lake Simcoe Protection Plan policies below).

Table of Relevant Lake Simcoe Protection Plan Policies

Policy	Description	Listed Policy Lead	Description of LSRCA role in Policy
Chapter 3 Aquatic Life			
3.4 SA	Develop baseline mapping of aquatic habitat in lake and tributaries	Ministry of Natural Resources and Forestry (MNRF)	Collaborating body

3.5 SA	Undertake research projects on the aquatic communities in lake and tributaries	MNRF	Collaborating body
3.6 M	Aquatic Community Monitoring Program	MNRF	Collaborating body
Chapter 4 Water Quality			
4.5 SA	Prepare and implement stormwater management master plans	Municipalities	Collaborating body
4.22 M	Enhanced water quality monitoring program	Ministry of the Environment, Conservation and Parks (MECP)	Collaborating body
4.23 SA	Promote, conduct and support scientific water quality research	MECP/ MNRF/Ministry of Agriculture, Food and Rural Affairs	Collaborating body
4.24 SA	Develop phosphorus reduction strategy	MECP	Collaborating body
Chapter 5 Water Quantity			
5.1 SA	Develop in-stream flow targets	MECP / MNRF	Collaborating body
5.2 SA	Tier 2 Water Budgets	Lake Simcoe Region Conservation Authority (LSRCA)	Lead
Chapter 6 Shorelines, Natural Heritage			
6.12 SA	Shoreline Management Strategy	MNRF	Collaborating body
6.30 SA	Define key natural heritage & hydrologic features	MNRF	Collaborating body
6.31 SA	Map natural areas abutting Lake Simcoe	MNRF / MECP	Collaborating body
6.37 SA	Develop guidelines for significant groundwater recharge areas	MECP / MNRF	Collaborating body
6.46 SA	Development of a template for municipal site alteration and tree cutting bylaws	MNRF / MECP	Collaborating body
6.47 SA	Delineate riparian areas for restoration	MNRF / LSRCA	Lead
6.48 SA	Map areas of high-quality cover	MNRF	Collaborating body
6.49 SA	Identify stressed sub-watersheds or portions from a natural heritage perspective	MNRF / MECP/ LSRCA	Lead
6.50 M	Develop a monitoring program, targets, indicators for natural heritage and hydrologic features	MNRF /MECP/ LSRCA	Lead

Chapter 7 Other Threats and Activities			
7.1 SA	Outreach on invasive species	MNRF	Collaborating body
7.2 SA	Community based social marketing to improve knowledge of control of invasive species	MNRF	Collaborating body
7.7 SA	Evaluate and report on the risk related to ponds contributing to invasive species	MNRF	Collaborating body
7.10 M	Develop terrestrial invasive species monitoring program and annually implement	MNRF	Collaborating body
7.11 SA	Develop climate adaption strategy for Lake Simcoe	MECP	Collaborating body
Chapter 8 Implementation			
8.1 SA	Develop guidelines to provide direction on identified sub watershed areas	LSRCA /MECP	Lead
8.2 SA	Undertake sub-watershed evaluations that build on and integrate source protection plans	LSRCA / MECP	Lead
8.3 SA	Develop and complete sub-watershed evaluations for priority sub-watersheds	LSRCA	Lead

E. MANDATORY PROGRAMS AND SERVICES RELATED TO A CONSERVATION AUTHORITY'S RESPONSIBILITIES UNDER AN ACT PRESCRIBED BY REGULATION.

Introduction:

This category of mandatory programs and services refers to responsibilities that may be assigned to conservation authorities through other legislation (other than the *Conservation Authorities Act*, *Clean Water Act*, 2006 or *Lake Simcoe Protection Act*, 2008) and which are proposed to be prescribed in regulation under the *Conservation Authorities Act*:

Mandatory Programs and Services under other legislation:

- a) On-site sewage systems (septic systems) approvals by North Bay-Mattawa Conservation Authority as prescribed under the *Building Code Act*, 1992.

Ontario Building Code/Septic Inspections

Municipalities are generally responsible for the enforcement of the *Building Code Act, 1992*, including issuing septic system approvals, and can choose to delegate this responsibility to others (such as public health units or conservation authorities) by agreement. Others may also be prescribed in regulation as responsible for certain aspects of enforcement.

When a conservation authority is prescribed under the *Building Code Act, 1992* for septic system approvals and enforcement, the responsibilities would become a mandatory program and service proposed to be prescribed in regulation under the *Conservation Authorities Act*.

- North Bay-Mattawa Conservation Authority is currently the only conservation authority prescribed in regulation to enforce provisions related to sewage systems under the *Building Code Act, 1992* (e.g., approve permits for on-site sewage systems).

Other conservation authorities may have already or could enter into agreements to approve on-site sewage systems on behalf of municipalities under the *Building Code Act, 1992*, but this would not be considered a mandatory program or service under the *Conservation Authorities Act*.

F. MANDATORY PROGRAMS AND SERVICES PRESCRIBED IN REGULATION (Within the Year after the Transition Period for Municipal Funding Agreements for Non-Mandatory Programs and Services).

Introduction:

The *Conservation Authorities Act* also allows for the prescribing of 'other' programs and services not listed in previous mandatory categories. These 'other' programs and services must be prescribed within a year after the end of the transition period. Within this year municipalities and conservation authorities are to create an inventory of their programs and services and enter into agreements for municipal funding of non-mandatory programs and services through a municipal levy, where applicable.

Mandatory Programs and Services to be prescribed:

1. Core Watershed-based Resource Management Strategy:

A watershed-based resource management strategy can provide a means to develop an improved integrated planning process with a longer-term perspective for the delivery of the mandatory programs and services that all conservation authorities must deliver. The results may inform an adaptive management approach to address the issues or threats that these mandatory programs and services may be addressing such as mitigating the

risk from the impacts of natural hazards. A successful strategy should also help ensure effective and efficient use of funding, especially of the municipal levy.

To capture the value of the broader watershed and resource management perspective that conservation authorities have, the ministry is proposing that each conservation authority be required to develop a core watershed-based resource management strategy that documents the current state of the relevant resources (principally water resources) within their jurisdictions in the context of the mandatory programs and services described in this section of the Guide.

The benefit to having a watershed-based resource management strategy is that it can potentially:

- Identify changes over time, causal relationships, issues, and stressors for input into a plan of action;
- Identify the best, most cost-effective management approach to mitigate the risk or issue;
- Propose key or strategic management activities;
- Monitor the authority's performance in meeting any key management activities; and
- Monitor outcomes of proposed key or strategic management activities.

Aspects of watershed-based resource management are already embedded in the proposed mandatory programs and services listed in the above sections of this Guide. Conservation authorities currently undertake much of this work, generally related to natural hazard management, with extensive current monitoring, data collection, management and modelling used to track conditions and with existing technical studies.

For example, the mandatory programs and service for the risk of natural hazards requires conservation authorities to undertake watershed-based collection, provision, and management of information as needed, including to study:

- surface water flows and levels (e.g. low/peak flow, water budget, surface / groundwater interactions, flood hazard);
- stream morphology; and
- the potential impact of changing climatic conditions on natural hazards.

The resource management strategy could also be informed by the development of the mandatory authority land acquisition and disposition strategy or policy detailed above. As part of this, an authority may, for example, review information from an existing watershed plan or study for acquiring natural hazard land, or assess municipal plans that delineate natural heritage systems for acquiring heritage features or review Ministry of Natural Resources and Forestry information on wildlife corridors to connect authority owned land with other lands.

Another example that may contribute to the strategy are "watershed characterizations" completed for source protection plans under the *Clean Water Act, 2006*.

The Ministry is proposing that the core watershed-based resource management strategy could include the following components:

- guiding principles and objectives;
- characterization of the current state and management of the natural resources related to the mandatory programs and services, in specific watersheds (if appropriate) or at the authority's jurisdictional scale;
- scope of the strategy;
- details of existing technical studies, monitoring frameworks, relevant provincial policy and direction;
- analysis and plan of potential actions for more effectively implementing the mandatory programs and services on an integrated basis; and
- annual reporting on the accomplishments, outcomes, impacts of the strategy.

The strategy would include provisions for review and periodic updating to support the design and implementation of the mandatory programs and services the strategy is intended to support.

Mandatory Programs and Services that would be incorporated in the strategy:

PROGRAM AND/OR ACTIVITY	CONSERVATION AUTHORITY (CA) ROLE	POTENTIAL FUNDING MECHANISMS
RELATED TO THE RISK OF NATURAL HAZARDS		
Provincial Flood Forecasting and Warning Program	Ministry of Natural Resources and Forestry (MNRF) lead, CA delivers	MNRF Grant, Municipal Levy
Flood and Erosion Control Infrastructure Operation	CA Lead	MNRF Grant, Municipal Levy
Natural Hazard (floodplain) Mapping For Land Use Planning	Municipal lead, CA delivers	MNRF Grant, Municipal Levy
S.28 Permitting	CA Lead	Municipal Levy, Permit Fees
Studies Supporting Natural Hazard Program	CA lead	MNRF Grant, Municipal Levy
RELATED TO THE CONSERVATION/MANAGEMENT OF AUTHORITY OWNED LANDS		
Land Acquisition Strategy or Policy	CA lead	Municipal Levy, Self-generated revenue
Land Management for the Protection of Natural Heritage	CA Lead	Municipal Levy, Self-generated revenue
"OTHER" MANDATORY PROGRAMS AND SERVICES		
Water Quantity and Quality Monitoring	Ministry of the Environment, Conservation and Parks lead, CAs monitoring/data	Municipal Levy

Potential Non-Mandatory Extension of the Strategy's Scope

The ministry further recognizes that there is significant variation in the circumstances of individual conservation authorities and the programs and services they offer. Depending on the circumstances of a conservation authority, such a resource management strategy could be extended to cover a broader range of natural resource areas than the core mandate of mandatory programs and services set out in this Guide.

Additional non-mandatory resource management components could be included in the strategy and be based in a similar process of resource assessment, technical studies and/or monitoring including using existing information (for example in municipal plans or leveraged from the natural hazard or other mandatory programs), and thus expand the benefit of the strategy's integrated perspective.

As noted above, if municipal funding is required to finance (in whole or in part) the development of such additional components, such as non-mandatory resource management components there are two mechanisms: if the non-mandatory program is one being delivered by the authority on behalf of a participating municipality through a MOU, the MOU could be amended accordingly. Similarly, where the component of the strategy is to support a non-mandatory program or service the authority has determined is advisable to further the purposes of the Act, the authority's agreement with participating municipalities can ensure the necessary funding for the strategy to play that role.

Funding from others (such as other provincial grant programs, federal government programs, foundations or funding from conservation organizations etc.) could also support the development of non-mandatory resource management monitoring/studies to add into an authority's watershed-based resource management strategy.

Funding partners may want to consider whether as part of paying for a non-mandatory program and service the authority would need to include it in the strategy, so as to provide the integrated perspective to the design and implementation of that non-mandatory program or service.

Non-Mandatory Programs and Services on Behalf of a Municipality

PROGRAM AND/OR ACTIVITIES	CONSERVATION AUTHORITY ROLE	POTENTIAL FUNDING MECHANISMS
RELATED TO PRIVATE LAND STEWARDSHIP EXTENSION SERVICES		
Restoration and Stewardship (Urban, Rural, Agriculture)	CA lead/delivery	Municipal Agreement/MOU Other, (OMAFRA Grants)
Tree Planting and Forest Management	CA lead/delivery	Agreement/ MOU
Wetland Enhancement and Restoration	CA lead/delivery	Agreement/ MOU
Invasive Species Management	CA lead/delivery	Agreement/ MOU, Other
ON BEHALF OF A MUNICIPALITY RELATED TO PLANNING, LAND USE		
Sub-watershed planning	Municipal lead, CA delivery	Municipal MOU

Stormwater Management	Municipal lead, CA delivery	Municipal MOU
Development Services (to municipalities)	Municipal lead, CA delivery	Municipal MOU
Natural Heritage Mapping	Municipal lead, CA delivery	Municipal MOU
Emergency Management Services (EMS) Mapping	Municipal lead, CA delivery	Municipal MOU

Non-Mandatory Programs and Services an Authority Determines Are Advisable

PROGRAM AND/OR ACTIVITIES	CONSERVATION AUTHORITY ROLE	POTENTIAL FUNDING MECHANISMS
AS AN AUTHORITY DETERMINES IS ADVISABLE		
Non-Mandatory Research	CA Lead	Municipal Agreement, Other
Development Services to Landowners and Others	CA Lead	Municipal Agreement, Fees
Ecological Monitoring Outside of Conservation Authority Owned Land	CA Lead	Municipal Agreement, Other
"May do' Roles Under other Provincial Acts (e.g. commenting roles)	CA input Other Ministry mandates	Municipal Agreement, Other – Grants
ON CONSERVATION AUTHORITY OWNED LAND		
Purchase of Land for a CA	CA Lead	Municipal Agreement, Self- generated revenue, Other
Resource Development on CA Owned land (Forest Management, Hydro Generation)	CA Lead	CA Self-generated revenue, Other (Managed Forest Tax Incentive Program)
Land Management on CA Owned Land for Recreation Purposes	CA Lead	CA Self-generated revenue, Other
Land management on CA Owned Land for Education, Training and Cultural Purposes.	CA Lead	CA Self-generated revenue, Other

2. Provincial Water Quality and Quantity Monitoring, including:

- a. Provincial stream monitoring program
- b. Provincial groundwater monitoring program

At this time, the ministry is proposing mandatory programs and services for conservation authorities related to water quality and groundwater quantity monitoring to be prescribed in this category with the possibility of additional programs and services prescribed later within the timeframe enabled by the *Conservation Authorities Act*.

The ministry is responsible for long term monitoring of water quality of both groundwater and surface water and groundwater levels across the province to understand the state of the environment, to track changes over time, and to have the information available to support work to investigate environmental issues as they arise. The data obtained and analyzed provides scientific support for policy creation and amendment and for environmental assessments and permissions (Environmental Compliance Approvals and Permits to Take Water).

All 36 conservation authorities currently participate in the ministry's programs related to monitoring water quality and groundwater quantity on a voluntary basis: with the Provincial Water Quality Monitoring Network (stream water quality) for over 50 years and in the Provincial Groundwater Monitoring Network (groundwater levels and chemistry) for over 20 years.

The ministry manages the water monitoring programs by providing technical leadership, coordination, guidance, data administration, laboratory analysis, instrumentation and training to support the conservation authority role in this work. Conservation authorities install and maintain equipment, collect samples/data, and send samples to the ministry laboratory for chemical analysis.

Mandatory Programs and Services for Provincial Water Quality and Quantity Monitoring for conservation authorities include:

a) Provincial stream monitoring program

- Collection of stream water samples and submission to the ministry for water chemistry analysis.
- Collection of in-situ water quality data using equipment provided by the ministry including deploying and calibrating equipment, liaising with the ministry on equipment maintenance and repair, and providing the ministry with the data collected.
- Collection of additional water samples in areas that participate in the current pesticide monitoring program or may participate in a future parameter specific initiative.
- Participation in annual program meetings, regional meetings and training sessions as required.

b) Provincial groundwater monitoring program

- Groundwater level, precipitation, barometric pressure and soil moisture data downloaded and provided to the ministry.
- Collection of groundwater samples and submission to the ministry for water chemistry analysis according to program protocols.
- Maintenance and participation in the repair of program wells and associated equipment.
- Confirmation that Landowner Agreements between conservation authorities and private landowners are in place for program wells that are on private lands.
- Maintenance of groundwater collection sites.
- Participation in program committee meetings, regional meetings and training sessions as required.
- Participation in the Protocol-for-Actions (Exceedance Protocol) when a program well reports an exceedance of an Ontario Drinking Water Quality Standard.
- Participation in the decommissioning or construction of monitoring wells that are part of the program.

CONSERVATION AUTHORITY COSTS NOT RELATED TO DELIVERY OF PROGRAMS AND SERVICES

The above sections of this Guide set out proposed detail regarding what the mandatory programs and services would be for conservation authorities to provide. Municipal levies may be required to fund the implementation of these mandatory programs and services.

However, in order to successfully deliver these mandatory programs and services, there are ongoing expenses that enable the conservation authority to function effectively as an organization in delivering public programs and services and ensuring they can best meet the needs of their local communities.

These on-going organizational costs include administrative, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority.

- These expenses could include: staffing and expenses for the authority members (governance costs), general management, clerical, financial (e.g., accounting, payroll), general asset management planning, IT staff, senior management costs, legal costs (termed 'back office functions'), office equipment and supplies including IT, vehicles and machinery, workshop space, main office occupancy costs (e.g., heating, utilities, potentially rent), depreciation on owned buildings and equipment, main office maintenance, repair as well as insurance and property taxes.

The government is proposing to address these on-going organizational costs of conservation authorities that are not directly related to the delivery of any specific program or service through the un-proclaimed provision in the *Conservation Authorities Act* that enables an authority to establish a fixed minimal amount as the portion of the conservation authority's operating expenses that a participating municipality is required to pay each year. Such an amount would need to be carefully determined, so as to balance the needs of the conservation authority while respecting taxpayer dollars. This proposal will be consulted on in phase 2 of the ministry's regulatory development along with a proposed levy regulation.

2. NON-MANDATORY CONSERVATION AUTHORITY PROGRAMS AND SERVICES

Introduction:

We understand that non-mandatory programs and services many conservation authorities provide, such as for recreation or education, are valuable and important to local communities.

Un-proclaimed amendments to the *Conservation Authorities Act* in 2019 would, once proclaimed, require conservation authorities to have mutually agreed upon Memorandums of Understanding (MOUs) or other such agreements (service contracts) with their participating municipalities for the funding of non-mandatory programs and services to be delivered on behalf of a municipality at municipal request through a municipal levy. An example of a non-mandatory program and service that a municipality may request a conservation authority to provide on the municipality's behalf and that would require a MOU would be conservation authority input on municipal land use planning matters outside of natural hazard policies; such as natural heritage policies.

Additionally, for the non-mandatory programs and services that the conservation authority determines are advisable to implement in its jurisdiction with funding by municipal levy, the conservation authority would be required to have agreements with each of the participating municipalities for the municipal funding. Municipalities would decide whether or not to fund these programs and services by entering into time limited agreements with the conservation authority. This would provide municipalities greater control and choice and increase transparency in the use of municipal taxpayer funds to pay for conservation authority-initiated programs and services.

It is proposed that conservation authorities could continue to provide non-mandatory programs and services without any municipal agreement if the programs and services are funded by revenue that is not from a municipal levy. For example, this could include authority self-generated revenue such as from resource development, conservation area access fees, through contracts with others (government, environmental organizations, etc.) or through government grants.

The proposed changes would not limit the Province from continuing to fund conservation authorities for non-mandatory programs and services (e.g. area-specific initiatives) or assigning conservation authorities with additional non-mandatory programs and services in the future, subject to funding and compliance with the *Conservation Authorities Act*.

The ministry is proposing to proclaim sections 21.1.1, 21.1.2 and 21.1.4 of the *Conservation Authorities Act* and develop one Minister's regulation ("Municipal Agreements and Transition Period" Regulation) that would establish standards and requirements for entering into agreements for municipal funding of conservation authority initiated non-mandatory programs and services.

A. REGULATION FOR MUNICIPAL AGREEMENTS AND TRANSITION PERIOD

Regulatory authority for agreements for municipal funding of non-mandatory programs and services and the regulatory authority for a transition period/plan to develop the agreements is proposed to be combined into one Minister's regulation - Regulation for Municipal Agreements and Transition Period.

Municipal Agreements

The un-proclaimed amendments to the *Conservation Authorities Act* provide requirements for the agreements between conservation authorities and participating municipalities for the use of municipal levies to finance in whole or in part the non-mandatory programs and services that the authority has determined are advisable to further the purposes of the Act.

The proposed Agreements and Transition Period regulation could require that the agreements do the following:

- Include a provision that the participating municipality agrees to pay its apportioned levy (determined under sections 25 or 27 of the Act in accordance with the regulations) for the non-mandatory program or service.
- Set out the termination date of the agreement.
 - Certain time periods may also be specified for the purposes of reviewing and renewing any such agreements that are reached, such as review by the parties to the agreement at intervals to align with municipal elections and subsequent conservation authority appointments with some consideration to the authority and municipal budget cycles (e.g., 6 months after municipal election).
- Include provisions governing early termination and governing notice and resolution of breaches of the agreement.
- Include transparency provisions (e.g., that agreements are available to the public online).

The ministry is proposing that agreement arrangements between conservation authorities and municipalities could be flexible according to program or service circumstances (i.e. an agreement for a program or service could be with one or more participating municipalities or could be separate agreements per participating municipality including all the conservation authority-determined programs or services that a municipality may agree to fund, etc.). The flexibility is intended to support efficiency, expedite the agreement(s) and be cost effective in any potential legal or accounting fees.

Transition Plans

The regulation would also govern the matters to be addressed in each authority's transition plan.

Un-proclaimed provisions in the *Conservation Authorities Act* would, once proclaimed, also establish a requirement for a transition plan for conservation authority/municipal agreements to be in place, with the ability to prescribe other additional matters in regulation.

The proposed regulation would require each conservation authority to develop and implement a transition plan that includes:

- A workplan and timeline outlining the steps the conservation authority plans to take to develop and enter into agreements with its participating municipalities.
- The preparation of an inventory of all of the authority's programs and services, with clear indication for each program and service which of the three categories it fits into (mandatory programs and services where municipal levy could be used without any agreement; non-mandatory programs and services at the request of a municipality with municipal funding through a MOU; non-mandatory programs and services an authority determines are advisable), and how they are funded (e.g., provincial, federal, municipal funding, municipal levy, and self generated revenue).
- The consultation process with participating municipalities on the inventory.
- A list of any new mandatory programs and services the authority will need to provide to meet the requirements of the mandatory program and services regulation.
- A list of non-mandatory programs and services for which the authority will seek municipal agreement to fund via municipal levies, including estimated amounts requested/required from the participating municipalities to do so.
- A list of non-mandatory programs and services that do not require municipal agreements (if the programs and services are funded by revenue that is not from a municipal levy).
- Steps taken and/or to be taken to enter into these agreements.

Conservation authorities would be required to submit copies of their transition plan to the Minister of the Environment, Conservation and Parks for information purposes (not approval) by a date to be set out in the proposed regulation, and to its participating municipalities and to make the plans available to the public online (e.g. on a conservation authority's website).

Prescribed Date for Completing Municipal Agreements

Included in the proposed regulation would be a prescribed date after which a conservation authority can only use the municipal levy, in whole or in part, to fund non-mandatory programs and services that the authority determined were advisable for its jurisdiction with agreements in place with municipalities that agree to pay for these non-mandatory programs and services.

The Ministry of the Environment, Conservation and Parks is proposing January 1, 2023 as the prescribed date by which agreements must be in place for authorities to use or continue to use the levy powers under the *Conservation Authorities Act* for their participating municipalities to fund non-mandatory programs and services the authority determines are advisable. This prescribed date would bring the new proposed financial structure for conservation authorities into practice for the authority and municipal fiscal year of 2023.

Given the timelines and process required to achieve the funding transition, the government proposes to require that the mandatory conservation authority transition plans be completed by the end of 2021.

During the period of developing and finalizing the conservation authority/municipal agreements, the government is proposing that conservation authorities would be required to report quarterly to the government and public on the progress of obtaining these agreements. This approach would allow for clear determination on the status of progress in the transition to the new funding structure.

The schedule of timing of this process is proposed to be as follows:

1. By December 31, 2021:

- Inventory of programs and services to be completed, including identifying which of the authority's non-mandatory programs and services will require agreements with participating municipalities to continue financing (in whole or in part) through the municipal levy.
- Consultation with participating municipalities on the inventory undertaken to ensure they agree with the authority's classification of its programs and services.
- List of steps set out by the authority to be taken to enter into any agreements with participating municipalities for funding of authority determined programs and services.
- These transition materials required to be provided to the Minister.

2. Through the course of the municipal and conservation authority fiscal year 2022:

- Quarterly reports by conservation authorities on the status of progress made in attaining agreements with municipalities, provided to the Minister and made public.
- The Province could develop a reporting template for the authorities to follow for consistency and clarity.

3. By December 31, 2022:

- All required conservation authority/municipal agreements would need to be in place, and the transition to the new funding model for conservation authorities and municipalities would be reflected in authority budgets for 2023.

Extensions to the Transition Period

The Ministry is proposing to authorize the granting of extensions to the prescribed date for completing municipal agreements where an authority, with the support of one or more participating municipality in the authority, submits a written request for the extension to the Ministry of the Environment, Conservation and Parks at least 90 days before the end date in the transition period regulation describing:

- The length of extension requested.

- The steps the conservation authority has taken to implement its transition plan and enter into agreements with municipalities.
- Rationale for providing an extension.

The regulation would set out broad circumstances when the Minister would be authorized to grant an extension in order to provide flexibility to authorities and municipalities in the transition to the new levy system.

PART TWO: GOVERNANCE AND OVERSIGHT OF CONSERVATION AUTHORITIES

1. REGULATION TO REQUIRE ‘COMMUNITY’ ADVISORY BOARDS

As public sector organizations established under the *Conservation Authorities Act*, conservation authorities are comprised of and governed by a membership of municipally appointed representatives, the collective membership being the authority. Authority members decide on strategic direction and operations of their authority, including policy, programs, their staffing requirements and budgets. Most authority members are currently local elected officials appointed to ensure oversight and accountability for the authority and municipal interest in the authority budget and resource management. A recent amendment to the *Conservation Authorities Act* requires that at least 70% of the municipally appointed members be elected officials unless an exception is granted by the Minister, upon request of a participating municipality.

Under the *Conservation Authorities Act*, conservation authorities (the membership) can establish advisory boards as they consider necessary to provide advice to themselves. The composition of these advisory boards varies depending on their purpose; many are sector based (development, agriculture) and generally include conservation authority members, key stakeholders, subject matter experts, and members of the general public, and could include Indigenous members.

Un-proclaimed provisions in the *Conservation Authorities Act* enable a Lieutenant Governor in Council (LGIC) regulation governing the establishment of advisory boards, including the ability to require conservation authorities to establish one or more advisory boards and prescribing related requirements with respect to composition, functions, powers, duties, activities and procedures.

The government is proposing to proclaim this un-proclaimed provision of the *Conservation Authorities Act* related to advisory boards and to develop a proposed LGIC regulation to require conservation authorities to establish community advisory boards, that can include members of the public, to provide advice to the authority.

The government is also proposing to make a Minister's regulation to provide greater clarity that conservation authority by-laws are applicable to the community advisory boards. The by-laws could apply to any matter not addressed by the regulation, such as

community advisory board meetings. The Minister's regulation would also clarify that the by-laws can speak to any other advisory boards an authority decides to establish.

In recognition of the variation in the circumstances of individual conservation authorities, the government is considering an approach to structure the conservation authority community advisory boards with minimal prescribed requirements applied to all the boards, while enabling local flexibility of some aspects of the community advisory board to reflect a conservation authority's circumstances and to accommodate a conservation authority's preferences for their use of the community advisory board. The government would defer other specific details related to the composition, activities, functions, duties, and procedures of the community advisory board to a Terms of Reference document, which would be developed and approved by each authority and reiterated in the authority's by-laws (as enabled by a proposed new regulation to provide greater clarity that conservation authority by-laws may speak to the community advisory boards as prescribed).

This Terms of Reference could be amended over time, to ensure the most relevant issues and solutions are considered by the community advisory board and that the membership of the board has the necessary skills to carry out those tasks.

The government intends to prescribe certain aspects in regulation related to the composition of the community advisory board, including:

- Requiring that members reside in the authority's jurisdiction
- Permitting membership from members of the public
- Setting a minimum number of members at 5
- Ensuring, where possible, members represent the geographic range of the authority's jurisdiction
- Ensuring that a variety of members are sought, including youth and indigenous representatives
- Enabling the appointment process of members by public notification and application
- Setting a minimum of one authority member (and an alternate) be appointed to the community advisory board and a maximum authority representation of 15%
- Requiring that administrative support to community advisory boards be provided by the conservation authorities

The government intends to prescribe the following aspects related to procedures of the community advisory board:

- Requiring that meeting procedures and relevant policies regarding community advisory board operation be outlined in the Terms of Reference, including quorum, chair, vice-chair and secretary and aligned with conservation authority procedures under *Conservation Authorities Act* s.19.1 administrative by-laws
- Requiring that meetings of the community advisory board be open to the public, with limited exceptions

The government intends to require that the Terms of Reference also outline specific functions and activities of the community advisory board scoped to the authority's needs, and at a minimum enable community advisory board members to:

- Provide advice and recommendations to the authority on the authority's strategic priorities and associated policies, programs and services
- Discuss opportunities to co-ordinate with other environmental initiatives in the authority's jurisdiction (e.g. municipal)
- Identify opportunities for community engagement
- Suggest potential community outreach opportunities
- Carry out any other functions as identified in the Terms of Reference.

The government intends to prescribe the following matters related to accountabilities of the community advisory board:

- Stipulating reporting mechanisms and accountability of the community advisory board to the authority
- Requiring that all meeting minutes, and the current Terms of Reference, be posted on the internet
- Ensuring consistent attendance, codes of conduct etc. (aligned with the s.19.1 conservation authority administrative by-law)
- Establishing processes for member removal

The government does not intend to prescribe some aspects of the community advisory boards, leaving certain decisions to the authority membership (to be included in the ToR authorities develop for their Community Advisory Boards where applicable) such as:

- Total number of community advisory board members
- Precise composition or balance of the membership (i.e. the balance of citizens to technical skill sets or rural to urban members, etc.)
- When meetings are to occur
- Additional activities or functions for the community advisory board as determined by the authority membership
- Communication protocol of the community advisory board with the authority
- Term/duration of advisory board appointments

Conservation authorities would continue to be able to have other advisory boards, should they wish.

PART THREE: OTHER REGULATORY MATTERS

1. SECTION 29 MINISTER'S REGULATION

Once the new section 29 of the *Conservation Authorities Act* is proclaimed, a Minister's regulation is proposed to consolidate the current individual authority section 29 'Conservation Areas' regulations regarding activities on lands owned by conservation authorities into one regulation.

The current individual authority regulations were principally based on a provincially approved template. The ministry is intending for the Minister's regulation to be broadly consistent with the policy principles and provincial content that has been used in the past. The current regulations will continue until such a time that the new Minister's regulation replaces them.

Current section 29 regulations manage activities on all authority owned land including the use by the public of the lands and services available; the prohibition of certain activities; setting fees for access and use of lands including recreational facilities; administering permits for certain land uses; and protecting against property damage and for public safety.

The regulations set out prohibited activities (i.e. damaging property or vegetation, excessive noise), and activities requiring permits (e.g., hunting, fund raising, public performance, public meetings, camping permits, day use permits, permits for all-terrain vehicles, off-road vehicles and snowmobiles), the locations for public access and use (e.g., swimming, boating, fires), time periods for public access, management of animals brought by the public, and motor vehicle use on conservation authority owned land.

May 11, 2021

Ms. Cathy Burghardt-Jesson
Warden, County of Middlesex
399 Ridout Street North
London, ON N6A 2P1

Dear Warden Burghardt-Jesson,

Re: Monthly Board of Health Update – April 2021

Please find the April Board of Health meeting update attached to this memo. The attached update includes links to reports reviewed at the April 15th Board of Health meeting, as well as links to the minutes from the meeting.

Sincerely,



Maureen Cassidy
Chair, Middlesex-London Board of Health

cc:

Bill Rayburn, CAO, Middlesex County
Kathy Bunting, Clerk, Middlesex County
Middlesex County Municipalities



MIDDLESEX-LONDON BOARD OF HEALTH

Meeting Update

BOARD OF HEALTH MEETING – April 15, 2021, 7 p.m.

Please note: This document contains draft versions of motions only from this meeting. Significant discussion on many items is not captured here but will be available in the approved minutes that will be published after the meeting of the following month.

[Complete Agenda Package \(PDF\)](#)

Approved: [March 18, 2021 - Board of Health meeting](#)

Received: [April 1, 2021 – Finance and Facilities Committee meeting](#)

Reports	Reports Received and Approved by the Board of Health
Finance and Facilities Committee Meeting Summary (Report No. 18-21)	<p>It was moved by Mr. Reid, seconded by Ms. Elliott, that the Board of Health receive Report No. 10-21FFC re: “Q4 Financial Update and Factual Certificate” for information.</p> <p>It was moved by Mr. Reid, seconded by Ms. Elliott, that the Board of Health approve the renewal of the group insurance rates administered by Canada Life as described in Report No. 11-21FFC re: “Canada Life Benefits – Renewal Rates”.</p> <p>It was moved by Mr. Reid, seconded by Mr. Aaron O’Donnell, that the Board of Health approve the renewal of the Health Unit’s insurance as outlined in Report No. 12-21FFC re: “Health Unit Insurance Policy Renewal.”</p> <p>It was moved by Mr. Reid, seconded by Mr. Aaron O’Donnell, that the Board of Health:</p> <ol style="list-style-type: none"> 1) Receive Report No. 13-21FFC re: “2021 COVID-19 Vaccine-related costs” for information; 2) Approve the 2021 COVID-19 Vaccine-related budget, outlined in Appendix B, as a one-time expense within the 2021 Annual Service Plan submission to the Ministry of Health.
Governance Committee Meeting Summary	<p>It was moved by Mr. Bob Parker, seconded by Mr. Mike Steele, that the Board of Health:</p> <ol style="list-style-type: none"> 1) Receive Report No. 07-21GC re: “Governance By-law and Policy Review” for information; and 2) Approve the governance by-laws and policies as appended to this report. <p>It was moved by Mr. Parker, seconded by Ms. DeViet, that the Board of Health:</p> <ol style="list-style-type: none"> 1) Receive Report No. 08-21GC re: “Board of Health Self-Assessment”; 2) Approve the revised Board of Health Self-Assessment Tool appended to this report; and 3) Approve initiation of the Board of Health self-assessment process for 2021.

<p>Governance Committee Meeting Summary (continued)</p>	<p>It was moved by Mr. Parker, seconded by Ms. DeViet, that the Board of Health <i>amend the revised Board of Health Self-Assessment Tool to include questions about sub-committees within the Middlesex-London Board of Health.</i></p> <p>It was moved by Mr. Parker, seconded by Mr. Steele, that the Board of Health:</p> <ol style="list-style-type: none"> 1) <i>Receive Report No. 08-21GC re: “Board of Health Self-Assessment”;</i> 2) <i>Approve the revised Board of Health Self-Assessment Tool appended to this report; and</i> 3) <i>Approve initiation of the Board of Health self-assessment process for 2021.</i> <p>It was moved by Mr. Parker, seconded by Ms. Arielle Kayabaga, that the Board of Health receive Report No. 09-21GC re: “2020 Strategic Plan Summary” for information.</p> <p>It was moved by Mr. Parker, seconded by Mr. Reid, that the Board of Health:</p> <ol style="list-style-type: none"> 1) <i>Receive Report No. 10-21GC re: “2021-22 MLHU Provisional Plan” for information; and</i> 2) <i>Approve the 2021-22 Provisional Plan (Appendix A) and reporting template (Appendix B) as appended to this report.</i>
<p>Addressing Anti-Black Racism: A Plan for the Middlesex-London Health Unit (Report No. 19-21)</p>	<p>It was moved by Ms. Elliott, seconded by Mr. John Brennan, that the Board of Health:</p> <ol style="list-style-type: none"> 1) <i>Receive Report No. 19-21 re “Addressing Anti-Black Racism: A Plan for the Middlesex-London Health Unit” for information;</i> 2) <i>Endorse the proposed Anti-Black Racism Plan for MLHU; and</i> 3) <i>Direct staff to develop an implementation plan, including immediate implementation of recommendations that can be enacted in the short term, and resource implications as appropriate.</i>
<p>alPHa Resolution: Regulatory Measures to Address the Harms, the Availability and Youth Appeal of Electronic Cigarettes and Vapour Products (Report No. 22-21)</p>	<p>It was moved by Mr. Parker, seconded by Mr. Reid, that the Board of Health:</p> <ol style="list-style-type: none"> 1) <i>Receive Report No. 22-21, “Regulatory Measures to Address the Harms, the Availability and Youth Appeal of Electronic Cigarettes and Vapour Products”;</i> 2) <i>Endorse the Statement of Sponsor Commitment and the Association of Local Public Health Agencies Resolution submission, “Reducing the Harms, the Availability and Youth Appeal of Electronic Cigarettes and Vaping Products through Regulation” attached as Appendix A; and,</i> 3) <i>Direct staff to submit the resolution (Appendix A) to the Association of Local Public Health Agencies (alPHa) for consideration at the Annual General Meeting on June 8th, 2021.</i>

<p>COVID-19 Disease Spread and Vaccine Update</p>	<p>It was moved by Ms. Arielle Kayabaga, seconded by Mr. Mike Steele, <i>that the Board Chair and Medical Officer of Health advocate to the Province of Ontario to declare the N6A postal code zone a COVID-19 hot spot.</i></p> <p>It was moved by Mr. Reid, seconded by Mr. Parker, <i>that the Board of Health receive the verbal report on COVID-19 Disease Spread and Vaccine Update for information.</i></p>
<p>Summary Information Report for April 2021 (Report No. 20-21)</p>	<p>It was moved by Ms. DeViet, seconded by Mr. Reid, <i>that the Board of Health receive Report No. 20-21 re: Summary Information Report for April for information.</i></p>
<p>Medical Officer of Health Activity Report for April 2021 (Report No. 21-21)</p>	<p>It was moved by Mr. Parker, seconded by Mr. O'Donnell, <i>that the Board of Health receive Report No. 21-21 re: "Medical Officer of Health Activity Report for April 2021" for information.</i></p>
<p>Correspondence for April 2021</p>	<p>It was moved by Mr. Steele, seconded by Ms. Elliott, <i>that the Board of Health receive correspondence item a).</i></p>



May 6, 2021

In This Issue

- PJ Marshall Awards - Call for submissions for 2021.
- Applications open for Ontario Community Environment Fund.
- AMO 2021 Conference: Path to Economic Recovery Panel announced.
- Human Rights and Equity: The Role and Obligations of Municipal Leaders.
- LAS webinar: Waterworks supply.
- Energy Reporting Portal now open.
- West Lincoln resolution concerning *Beds of Navigable Waters Act*.
- Careers.

AMO Matters

Every year at the AMO Conference the PJ Marshall Awards recognize municipal excellence and innovation in capital projects, operating efficiencies and new approaches to service delivery. If you have something you are proud to share, the deadline for 2021 submissions is May 28, 2021.

Provincial Matters

The Ontario Community Environment Fund provides grants to projects that protect and restore the environment. Municipalities and other eligible groups may apply for grants by 5 p.m., June 23, 2021.

Eye on Events

AMO is pleased to announce the 2021 Path to Economic Recovery Panel including the Honorable Peter Bethlanfalvy, Minister of Finance and President of the Treasury Board, well-known economist and writer, Armine Yalnizyan and Diane J Brisbois, President and CEO of the Retail Council of Canada returns for this years panel. This panel is one of the many outstanding 2021 program offerings. Register today!

2020 was an historical moment for laying bear the necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion. AMO has developed training to help members better understand these important and complex issues along with their roles and obligations. Space is limited. Register here.

LAS

Keeping water supplies safe and reliable is one of the most important and expensive tasks for many municipalities. Our NEW waterworks supply contract makes procuring the necessary products, equipment, and systems easier and less expensive. Join our

webinar on May 19 to learn more. Part of the Municipal Group Buying Program.

The Ministry of Energy, Northern Development and Mines is now accepting O. Reg. 507/18 annual energy reports. Reporting is for the energy used in 2019 and due by July 1, 2021. Ministry information webinars will be held on May 12 and 26, and June 9 and 23. Email BPSsupport@ontario.ca with any questions.

Municipal Wire*

The West Lincoln resolution requests the amendment of the *Beds of Navigable Waters Act* such that affected lower and upper tier municipalities are also required to be served with notice when an application for natural severance is filed with the Courts.

Careers

Policy Specialist (CAO's Office) - Region of Halton. Division: Strategic Policy & Government Relations. There are 2 positions available: 1 full-time permanent; 1 temporary full-time for up to 12 months. Posting Expires: May 7, 2021. Posting No.: CAO-198-21. Please apply online at Halton Job Postings.

Commissioner, Corporate Services & CFO - City of Mississauga. Mississauga is Canada's sixth largest city with over 90,000 businesses and 72 Fortune 500 headquarters. We are in an exciting period of significant urban transformation. Req ID: 16322. Vacancy Type: Permanent. Closing Date: May 12, 2021. Please apply directly through Mississauga Jobs.

Manager, Human Resources - The Nation Municipality / Gérant des Ressources humaines - Municipalité de La Nation. Reports to Chief Administrative Officer. To view the job description for this position, please see The Nation Employment Opportunities. Resumes will be accepted until May 14th, 2021 at noon (12 p.m.) and should be addressed to Josée Brizard, CAO Clerk, The Nation Municipality, 958 Route 500 West, Casselman, ON K0A 1M0, or email: Josée Brizard.

Controller - The Nation Municipality / Contrôleur - Municipalité de La Nation. Reports to the Treasurer. To view the job description for this position, please see The Nation Employment Opportunities. Resumes will be accepted until noon (12 p.m.) on May 14, 2021 and must be sent to Josée Brizard, Director General/Clerk, The Nation Municipality, 958 Route 500 O, Casselman, ON K0A 1M0, or email: Josée Brizard.

Manager, Housing Programs - County of Simcoe. Employment Status: Permanent Full-Time. Reports to: Director, Social Housing. Reference Code: 1242. Closing Date: May 14, 2021. To view the job description and submit your application online, please visit Simcoe County Career Opportunities.

Manager of Operations - Municipality of Kincardine. Reports to: Director, Infrastructure & Development. This position oversees the public works operations and provides

leadership for the fleet management program. Qualified candidates are invited to submit their application online at [Kincardine Career Opportunities](#) no later than May 17, 2021 at 4:30 p.m.

Chief Administrative Officer - Norfolk County. Rural by nature, prosperous by design, Norfolk County is located one hour south of Toronto. To explore this opportunity please apply via email by May 19, 2021 or sooner to careers@waterhousesearch.ca quoting project NC-CAO. To speak to our Executive Recruiter or to receive a detailed position description please contact [Jon Stungevicius](#) at 416.214.9299 x1, or [Amy Oliveira](#) at 416.214.9299 x4.

Manager, Development Services / CBO - Municipality of Kincardine. Reports to: Director, Infrastructure & Development. This position administers and enforces the Ontario Building Code, the Property Standards By-law and any other related By-Law respecting the safety of buildings. Qualified candidates are invited to submit their application online at [Kincardine Career Opportunities](#) no later than May 21, 2021.

Integrity Commissioner - City of Ottawa / Commissaire à l'intégrité - Ville d'Ottawa. The appointment will be on a part-time, as required basis, for a one-year term with the possibility of a five-year term extension. Details on the mandate, duties and role of the position can be found at [Ottawa Integrity Commissioner](#). A letter of interest and a current resume may be submitted by mail or email in confidence by May 31, 2021, at 4 pm to the attention of: M. Rick O'Connor, City Clerk, 110 Laurier Avenue West, Ottawa, Ontario K1P 1J1. Email: integrityrecruitment@ottawa.ca.

Chief Administrative Officer - Region of Niagara. Niagara Region is one of Canada's most world-renowned destinations. It is home to a culturally and economically diverse urban and rural population of more than 430,000. Please [click here](#) to access the detailed CAO Position Profile. Please submit your resume and related information online to [Kartik Kumar](#), Legacy Executive Search Partners, by 11:59 p.m. Friday, June 4, 2021.

Chief Administrative Officer - Town of Innisfil. Please visit [Town of Innisfil](#) to learn more about the Town. To apply for this position, please submit your application and related materials to cmorrison@boyden.com and state the title of the position in the subject line of your email.

About AMO

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

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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



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May 13, 2021

In This Issue

- AMO submission to Health Canada on medical cannabis.
- PJ Marshall Awards - Call for submissions for 2021.
- AMO 2021 Conference: Women's Leadership Forum.
- Women's Networking Session hosted by the Honourable Jill Dunlop.
- Human Rights and Equity: The Role and Obligations of Municipal Leaders.
- Don't forget to request your delegation meetings!
- June date added: *Leading Through Crisis: Strengthening Personal Resilience*.
- Space available for AMO's Land Use Planning workshops: May 27 & June 3.
- What's new and what's changed at MindBeacon.
- The Blue Box Regulation Update blog.
- LAS webinar: Waterworks supplies.
- Time to report your annual energy use.
- OMWA Water 101 for Councillors & Senior Staff webinar.
- IESO launches engagement on Gas Phase-out Impact Assessment.
- Intelligent Public Sector Showcase: May 26 - 28.
- Careers: Ministry of Finance and Windsor.

AMO Matters

AMO has submitted feedback on Health Canada's draft guidance on personal production of medical cannabis. The submission is informed by AMO's Personal and Designated Medical Cannabis Staff Working Group.

Every year at the AMO Conference the PJ Marshall Awards recognize municipal excellence and innovation in capital projects, operating efficiencies and new approaches to service delivery. If you have something you are proud to share, the deadline for 2021 submissions is May 28, 2021.

Eye on Events

Moderated by Nam Kiwanuka, host of TVO's *The Agenda in the Summer*, join this year's esteemed panelists for the second annual Women's Leadership Forum: the Honourable Elizabeth Dowdeswell, OC OOnt, Lieutenant Governor of Ontario; the Honourable Jean Augustine PC CM OOnt CBE; and Elizabeth May OC, Member of Parliament for Saanich-Gulf Islands. Register today!

This year's AMO 2021 Conference Women's Networking Session will be hosted by the Honourable Jill Dunlop, Associate Minister of Children and Women's Issues. Join

this 1 hour session on Tuesday August 17.

2020 was an historical moment for laying bear the necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion. AMO has developed training to help members better understand these important and complex issues along with their roles and obligations. Space is limited. Register here.

Delegation meetings are a key feature of the AMO Conference. To request delegation meetings as part of your AMO 2021 Conference experience, visit the Conference website and click on the "Delegations" tab before June 4. Don't forget, you must be a registered delegate to participate in delegation meetings.

AMO and the Loomex Group are offering training that provides tools for elected officials to build resilience and strength in providing leadership through and beyond COVID-19. *Leading Through Crisis: Strengthening Personal Resilience* training is now also being offered on June 17, 2021. This important training has limited capacity, register today.

Join this 3 hour workshop to learn the fundamentals of planning and your important role as an elected official in decision making. Register here.

MindBeacon, AMO's digital mental health program partner, has made a number of enhancements to its Workplace Mental Health Program. Join us for a webinar on May 26 at noon where MindBeacon will share its new program to support a greater number of Canadians looking for mental health therapy.

LAS

The Blue Box Regulation offers an opportunity to fix the broken blue box system that cannot keep up with the record amounts of recycling litter, but the program has not yet been finalized. Read our latest blog to see how this may affect your municipality.

Join our webinar on May 19 at 10am to learn how our *NEW* Waterworks Supply category can help your water and wastewater treatment plants run smoothly. From pumps to meters and everything in between, you can now buy the products and equipment you need under the Municipal Group Buying Program.

The Ministry of Energy, Northern Development and Mines is now accepting O. Reg. 507/18 annual energy reports. Reporting is for the energy used in 2019 and **due by July 1, 2021**. Ministry information webinars will be on May 26, and June 9 and 23. Email any questions to BPSsupport@ontario.ca.

Municipal Wire*

The Ontario Municipal Water Association is providing *Water 101 for Councillors & Senior Staff*: a free one-hour webinar on May 28, 11 am, to help leaders understand their legal and ethical responsibilities as owners of public drinking water systems.

Phasing out gas generation is being discussed among municipalities. Register for the IESO's May 27 webinar as they seek input on the scope of an assessment around possible impacts to the electricity system.

AMO members have free access to this dynamic event until May 20th. Use code AMO to register or contact pratishtha@iotevents.ca. Visit: intelligentcities.ca.

Careers

Senior Policy Advisor - Ministry of Finance. Location: Cannabis Policy Unit (CPU), Toronto. Additional Information: 1 Permanent, Full Time. Please apply only online at Ontario Public Service Careers quoting Job ID 162968, by Tuesday, May 25, 2021. Please follow the instructions to submit your application.

City Engineer & Corporate Leader, Environmental Protection & Infrastructure Services - City of Windsor. A thriving city, surrounded on three sides by water, the City of Windsor is one of Ontario's best kept secrets, sitting within a day's drive of over half of the North American population. Reports to: Chief Administrative Officer. To apply for this position, please submit your application and related materials to Richard Rankin and state the title of the position in the subject line of your email.

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

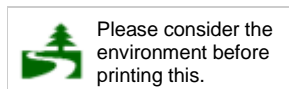
MEPCO Municipal Employer Pension Centre of Ontario

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.





LUCAN BIDDULPH
Parks & Recreation Advisory Committee
Meeting Minutes
Monday, May 10, 2021 – ZOOM meeting
270 Main St., Lucan

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

- Present: Councillor Daniel Regan, Ron Reymer, Todd Bailey, Keith Salter, Colin Haskett, Linda Barr, Ian Watson, Amanda Morrison, Stephanie Hughes-Naherne, Kathryn Langendyk, Paul Smith, Abby Vandermuren
- Absent: Mayor Cathy Burghardt-Jesson, Councillor Peter Mastorakos, Wayne Hall, Jenny Marrinan

Disclosure of Pecuniary Interest & Nature Thereof: None

1/ Adoption of Minutes:

Moved by L. Barr

Seconded by S. Hughes-Naherne

Resolved that the minutes of the Wednesday April 7, 2021 meeting be adopted as circulated.

CARRIED

Business arising From the Minutes:

4. 1 Phase 2 Fundraising

Lucan Biddulph treasurer K. Langendyk presented the Community Centre Phase two Financing Report as an information piece for PRAC. C. Haskett asked for confirmation regarding the cost of the newly added YMCA. K. Langendyk confirmed that the YMCA addition was completely covered by funding. P. Smith stated that he is asking the group to provide him with direction to bring to Council regarding fundraising for phase two of the Community Centre renovation, noting that Campaign Coaches provided a realistic fundraising goal of 1 million. I. Watson questioned that if fundraising is successful, will the additional reserves that Council has stored away for this project be contributed as additional funds to receive greater upgrades and finishes. R. Reymer noted that this would be the decision of Council and strategically planning for additional funding for amenities such as the pool is in the municipalities' best interest, or reduce long term loans. PRAC also noted the importance of identifying the fundraising leadership before continuing with plans to begin the campaign, engage the newcomers of the community, and reconnect with service groups to identify their needs of the renovation are being met. PRAC proceeded to voice the importance of educating the public about the renovation, clear misconceptions of the cost to build the YMCA, and host an information session or provide publications with specific information to ratepayers.

Delegations & Communications: None

Reports: None

New Business

7. 1 Synthetic Outdoor Ice

P. Smith stated that a synthetic ice company, Glice, will be providing a test sheet for Lucan once COVID-19 restrictions allow. Interested members are invited to view the product. Synthetic ice can be used in any environment during any season.

7. 2 Outdoor Exercise Equipment

P. Smith stated that there is a Canada Healthy Communities Initiative grant that will be opened this month, and he will be applying for funding to put towards outdoor exercise equipment for a park circuit that has been previously discussed.

7. 3 Play Equipment

P. Smith noted that the RFP process has closed for the Lucan Community Centre and Granton Park playground equipment. The public input survey was well received and the top three structures for each location have been identified. These choices will be brought to the AODA committee for final comments.

7. 4 Trails Committee

P. Smith met with a member of the community who has previously invested their time into a trail committee that ended in 2010. P. Smith acknowledged the popularity of outdoor activity and the interest in expanding Lucan's current trail system. P. Smith noted that through Council, it is of best interest to make a formal committee to revamp and continue the current maintenance and development of trails/pathways within the community. T. Bailey noted that the Lucan Lion's club previously revitalized trails in town and agrees the committee is a great idea.

7. 5 Pool and Summer Camp

A. Vandermuren noted that the Lucan pool is lacking lifeguards. T. Bailey asked about mandatory certifications and if there are ways we can offer modified programming and swim times. A. Vandermuren stated previous requirements are the safest practice and the department will research other options.

Round Table Discussion

Next Meeting: TBD

2/ Adjournment

Motioned by C. Haskett

Seconded by T. Bailey

That the meeting be adjourned at 7:17 pm

CARRIED



MEETING DATE: May 18th, 2021

TO: Mayor and Members of Council
FROM: Ron Reymer, CAO/Clerk
REPORT NO.: CAO-07-2021
SUBJECT: Transfer Payment Agreement – ICIP Phase II Project

RECOMMENDATION:

THAT the Council of the Corporation of the Township of Lucan Biddulph authorize the Mayor and Clerk to execute the Transfer Payment Agreement with regards to Investing in Canada Infrastructure Program (ICIP) Phase II Project.

A draft by-law is included in the Council meeting package for Council's consideration.

PURPOSE:

The purpose of this report is to provide Council a review of the Transfer Payment Agreement in regards to the recent announcement of Federal and Provincial Government funding under the ICIP.

BACKGROUND:

On Friday March 19th, 2021 the Federal and Provincial Government formally announced that Lucan Biddulph's application for funding under the Investing in Canada Infrastructure Program (ICIP) for our Phase II of the Lucan Community Memorial Centre expansion and renovation project had been approved. This approval means that the Federal and Provincial contribution towards our project will be approximately \$5.5m

Phase I of the project was the demolition of the front part of the former arena and the construction of the first licensed commercial daycare facility in our community.

DISCUSSION:

Lucan Biddulph has been lobbying hard for the past five years for Phase II funding and thanks to Council's efforts; it has been worthwhile and successful.

As a condition of the ICIP grant funding program Lucan Biddulph is required to enter into a Transfer Payment Agreement (TPA). A copy of the TPA is attached for Council's perusal.

Execution of the TPA is a critical step to confirm acceptance of the Federal and Provincial funding.

IMPACT TO BUDGET:

The Federal Government is committing \$3m, the Province is committing \$2.5m with the balance coming from the Township of Lucan Biddulph. The August 2020 engineering estimate put the cost of this project at a little over \$8m (an increase of \$500,000 over the 2019 estimate at the time of application). We are hoping to be in a position to tender this project in August but it is safe to say that the tender price will be more than last years \$8m estimate. How much more is unknown at this point. The Treasurer has a formal financial report included in this Council package.

STRATEGIC PLAN:

This matter aligns with the following strategic directions:

1. Strategic Direction Three: Improve access to programming and services.
2. Strategic Direction Four: Accessibility
3. Strategic Direction Five: Community Pride

ATTACHMENT(S):

1. Transfer Payment Agreement

Ron Reymer

Chief Administrative Officer/Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Township of Lucan Biddulph
(CRA# 108178427)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

- 1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
 - (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
 - (iii) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

Laurie Scott
The Honourable Laurie Scott
Minister of Infrastructure

AFFIX
CORPORATE
SEAL (if
applicable)

TOWNSHIP OF LUCAN BIDDULPH

Date

Name: Cathy Burghardt-Jesson
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Paul Smith
Title: Manager of Parks and Recreation

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

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

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *the Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including

legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:
 - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or

provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project

exceeds forty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

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

A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential,

or perceived conflict of interest; and

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034 :

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

- A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project; or
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
 - (b) remove any copies the Province makes pursuant to section A.7.5(a); and
 - (c) share any documents, records and findings with Canada.
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario)

and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule “F” (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 Recipient's Cooperation. If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the

Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the

successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

A.14.2 **Debt Due.** If, pursuant to the Agreement:

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

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

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the

Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

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

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

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

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

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

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

- A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

A.17.0 SEVERABILITY OF PROVISIONS

- A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

- A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.
- A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:
- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
 - (b) apply only to the specific obligation referred to in the waiver.
- A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

- A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend

to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision

herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

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

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1,

for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.30.2 Examination by the Committee and Parties. If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including

- the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
- b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
- (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **October 31, 2022.**

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit Email: ICIPculture@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Manager of Parks & Recreation Address: 270 Main St., Lucan, Ontario, N0M2J0 Email: psmith@lucanbiddulph.on.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT
STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Project, Lucan Community Memorial Centre Expansion and Revitalization, will:

- Expand the facility to create a multi-use, multi-generational community hub that delivers programs to minimize social isolation in our rural and aging populations as per our parks and recreation master plan.
- Allow for barrier free access of the complex and amenities.
- Add universal changerooms and family washrooms to allow access, comfort and safety to all residents and visitors to our community.
- Allow the Township and local providers to expand recreation and social services to respond to growing demands.
- Involve creation of a new barrier free entrance, lobby and washrooms with elevator access to seating and new heated viewing area.
- Expansion of the locker room hallway, rooms, showers and washrooms with an addition of two new accessible rooms which also will serve as access to the outdoor pool.
- Additional multi use rooms will be added, with a divider wall to increase adaptability in programming and another flex space with access to equipment to encourage good physical health in our community.
- Expansion will allow new recreation programs that provide more social and mental health exercise and activities to the growing and aging population.
- More multi use spaces will support expansion on the partnership with the Boys and Girls Club of London to provide access and improve on multi-generational programs and services that are not offered in the community and surrounding rural areas.
- Stimulate community and economic development through job Creation and support for volunteers.

C.2.0 FINANCIAL INFORMATION

- C.2.1 **Total Eligible Expenditures.** Total Eligible Expenditures means **\$7,534,945.20**, rounded to two decimal places.
- C.2.2 **Ontario's Maximum Contribution.** Ontario's Maximum Contribution means **\$2,511,397.24**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.
- C.2.3 **Canada's Maximum Contribution.** Canada's Maximum Contribution means **\$3,013,978.08**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.
- C.2.4 **Percentage of Provincial Support.** Percentage of Provincial Support means **33.33%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.
- C.2.5 **Percentage of Federal Support.** Percentage of Federal Support means **40.00%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

- C.3.1 **Federal Approval Date.** Federal approval date means **February 3, 2021**.

C.4.0 PROJECT STANDARDS

- C.4.1 **Canada's Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:
- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
 - (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the

Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
 - (i) submit to the Province, up and until the final payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), a Progress Report in each calendar year on or before:
 - a. For 2021: May 15, September 1**
 - b. For 2022: March 1**
 - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
 - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - b. the construction start date and the construction end date (forecasted and actual where applicable);
 - c. the percentage of the Project that has been completed;
 - d. risks and mitigation strategies;
 - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as set out below. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:
 - (i) for each request for payment, including the Final Payment, the Recipient will submit the request for payment in a form to be prescribed by the Province, fully and accurately completed by an

authorized representative of the Recipient. For greater clarity, the Recipient may make a request for payment after the Effective Date of this Agreement and subsequently, must make a request for payment before the following dates in each calendar year (if no costs have been incurred, the Recipient will notify the Province that no claim is being submitted for that date):

a. For 2021: June 1, August 1, October 1, December 1

b. For 2022: February 1, April 1, June 1

- (ii) for the request for Final Payment, a final Progress Report, and a Compliance Audit report, to the satisfaction of the Province;
 - (iii) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and,
 - (iv) such other information as the Province may request.
- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
 - (iii) a Final Payment request;
 - (iv) a copy of the report for the compliance audit carried out pursuant to Article D.6.0 (Compliance Audit(s));
 - (v) a summary of any Communications Activities made for the Project; and,
 - (vi) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), when the Project reaches Substantial Completion or upon request by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after March 31, 2027;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

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

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan").

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the two months preceding the date before which a request for payment is due under D.1.1(b)(i), the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a claims report in a format prescribed by the Province;
- (b) for each request for final payment, a final report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
- (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment within 60 days of the Project’s substantial completion, or on or before March 31, 2027, whichever is earlier.

J.5.2 No Obligation for Payment. Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:

- (a) 60 days following the Substantial Completion of the project; or,
- (b) March 31, 2027

whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Progress Report, which will include a declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



DATE: May 18th, 2021

TO: Mayor and Members of Council

FROM: Ron Reymer, Chief Administrative Officer/Clerk

REPORT NO.: CAO-08-2021

SUBJECT: Update – Community Safety and Policing Act Consultation

Recommendation:

THAT Report CAO-08-2021, Re: Update - Community Safety and Policing Act Consultation be received for information;

AND FURTHER THAT Council approve, in principal, the following municipal makeup of the Police Services Board:

Adelaide Metcalfe, Newbury & Southwest Middlesex	1 member
Lucan Biddulph & North Middlesex	1 member
Middlesex Centre	1 member
Thames Centre	1 member
Chippewa of the Thames	1 member
Munsee-Delaware Nation	1 member
Oneida of the Thames	1 member

Purpose:

To provide a status update to Council in regards to the response from Middlesex County related to the consultation process that is underway by the Ministry of the Solicitor General regarding changes to the Community Safety and Policing Act and an overview of the proposed Ontario Provincial Police Governance structure for our area.

Background:

A consultation is underway by the Ministry of the Solicitor General regarding the [Community Safety and Policing Act](#) with a focus on OPP policing. The Ministry for the Solicitor General is engaging with stakeholders including: Toronto-Ontario Cooperation and Consultation Agreement; Association of Municipalities of Ontario (AMO); Community and Social Services Tables; Policing Tables; First Nations etc.

In February of 2020 a meeting with the Ministry was held with area municipalities to provide an overview of the new legislation (CSPA) and the Regulations that will come into effect that will impact the Ontario Provincial Police and the governance on a variety of items, but particularly for:

- OPP Detachment Boards;
- OPP Governance Advisory Council; and,
- Transitioning from the section 10 framework under the Police Services Act to the new OPP detachment framework under the Community Safety and Policing Act.

Currently, there are 63 OPP detachments providing policing services and supports to 326 municipalities and 45 First Nation communities. On March 26, 2019, Ontario passed the Comprehensive Ontario Police Services Act, 2019 (Bill 68) and established the Community Safety and Policing Act, 2019 (CSPA). Once in-force, the CSPA, 2019 will replace the Police Services Act (PSA). There are approximately 50-70 matters for regulation that will be developed to bring the CSPA, 2019 into force. The Ministry is targeting bringing the CSPA into force in 2021.

Analysis:

The OPP currently provides policing services to Lucan Biddulph under section 5 of the Police Services Act, which means that there is no contractual agreement. Under section 5 there is no requirement for a Police Services Board. Thames Centre is the only Middlesex County municipality with a Police Services Board due to the fact that they have an agreement under section 10 of the Police Services Act. Strathroy-Caradoc has its own police force.

Municipalities with a Section 10 Agreement

Under the new legislation, municipalities that currently have independent policing contracts with the OPP will no longer have an independent Police Service Board and will transition to the new detachment framework under the new CSPA.

For municipalities that do not have an independent policing contract, they will still have representation under the new detachment framework under the CSPA.

OPP Detachment Board

The detachment board serves as the conduit for the municipality or first nation receiving policing services. A summary of the key responsibilities includes:

- Advise the Detachment Commander on the development of the local action plan;
- Work with Detachment Commander to determine objectives and priorities for the detachment;
- Consult with OPP Commissioner on the selection of a detachment commander;
- Advise the detachment commander with respect to policing provided by the detachment;
- Monitor the performance of the detachment commander; and
- Provide an annual report to the municipalities served by OPP

The composition of the new board shall include representation from the participating municipalities along with 20% community representation (confirmed by the Province) and 20% provincial appointees. The minimum size for the new detachment boards is five (5) members.

Going forward

On April 22, 2021, the area CAOs convened with Ministry officials to discuss the new board governance model. It was agreed by the CAO group that a composition involving a shared representative approach would be most efficient for Middlesex County.

The diagram outlines the potential municipal makeup of the Board that would satisfy the initial needs of the Ministry.

Adelaide Metcalfe, Newbury & Southwest Middlesex	1 member
Lucan Biddulph & North Middlesex	1 member
Middlesex Centre	1 member
Thames Centre	1 member
Chippewa of the Thames	1 member
Munsee-Delaware Nation	1 member

Oneida of the Thames	1 member
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Based on the above composition, the information will be completed and submitted to the Ministry by the June 7, 2021 deadline.

Financial Implications:

Unknown at this time but there will be a cost to Lucan Biddulph. The total cost of a board this size will not be inconsequential but Lucan Biddulph's cost should be apportioned appropriately.

Strategic Plan:

While this matter doesn't necessarily align with any strategic priority it does speak to a transparent and responsive Municipal Government.

Ensuring the protection and wellbeing of the Municipality through a new governance model that is representative of our Municipality and County is critical to a safe community.

Ron Reymer

Chief Administrative Officer/Clerk



MEETING DATE: May 18, 2021

TO: Mayor and Members of Council
FROM: Kathryn Langendyk, Treasurer
REPORT NO.: FIN-08-2021
SUBJECT: Community Centre Phase 2 Financing

RECOMMENDATION:

THAT Report No. FIN-08-2021 be received for information.

PURPOSE:

The purpose of this report is to provide a plan on financing the second phase of the Lucan community centre renovation.

BACKGROUND:

The renovation of the Lucan Community Memorial Centre has been a topic of discussion for many years.

In 2018, phase one of the renovation was implemented, which included the creation of a daycare space. Funding for phase one included a grant from the Province that was administered by the City of London and Middlesex County, and a loan from Infrastructure Ontario. The daycare rental revenue offsets the loan payments. In late 2019, the Township applied for an Investing in Canada Infrastructure Program (ICIP) grant for phase two of the renovation. In March 2021, the Township was awarded a grant of approximately \$5.5 million (federal and provincial funding).

DISCUSSION:

The attached spreadsheet shows the forecast of the Township's building reserve fund. The estimated phase two project cost is set at \$9.2 million. This includes the original estimate plus engineering costs plus a markup to allow for today's costs. This estimate will be updated once the tendering phase is complete.

The sources of funding for this project include:

- \$5.5 million ICIP grant
- \$1.5 million to withdraw from the building reserve
- \$250,000 fundraising goal (conservative estimate)
- The remaining to be funded by a loan of approximately \$2million.
 - o Assumed a 10-year term, at current Infrastructure Ontario loan rates (which are subject to change).

The County of Middlesex offers a program where they pay the loan interest on \$1million for 10 years. This has been included in the forecast. This program is currently being reviewed by the County for possible expansion of assistance.

IMPACT TO BUDGET:

This project was not included in the 2021 capital budget but has been discussed on many occasions. The funding for the Township's share of the costs will be covered by existing reserves and a potential loan, with an offset from any fundraising dollars received. The future budget impact would be to continue with contributing funds to the reserves as shown on the forecast.

A formal "amendment to budget" is required and will be forthcoming.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Strategic Direction 2 Growth Management, Action #15
- Strategic Direction 3 Healthy Community, Action #21

ATTACHMENTS:

Township of Lucan Biddulph Building Reserve Forecast.

Respectfully submitted by:

Kathryn Langendyk

Kathryn Langendyk, CPA, CMA
Treasurer

Building Reserve/New Community Centre Project/Daycare

										April 30, 2021			
		Annual Contribution to Reserves	Transfers from Development Charges	Draw for Phase II	Loan Pymt. Daycare	County Pymt New PW Shop	"Amortized" Debenture Municipal Office	Amortized Debenture Community Centre	County Interest Subsidy	County Interest Subsidy	Phase II	2M for 10 years @ 2.05%	
Year									Mun. Office/ Library	Comm. Centre Project	County Library Revenue	Daycare Revenue	Balance
2019													\$ 1,524,905.97
2020		\$ 400,000.00	\$ 84,952.77		\$ 68,077.56	\$ 87,500.00	\$ 185,325.36		\$ 24,528.97		\$ 47,794.40	\$ 68,077.56	\$ 1,809,356.75
2021		\$ 400,000.00	\$ 28,000.00	\$ 1,500,000.00	\$ 68,077.56	\$ 87,500.00	\$ 185,325.36		\$ 23,605.90		\$ 48,811.61	\$ 68,077.56	\$ 536,948.90
2022		\$ 406,000.00	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93	\$ 22,655.89	\$ 20,500.00	\$ 49,299.73	\$ 68,077.56	\$ 654,843.23
2023		\$ 412,090.00	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93	\$ 21,678.16	\$ 18,632.08	\$ 49,792.72	\$ 68,077.56	\$ 776,474.90
2024		\$ 418,271.35	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93	\$ 20,671.90	\$ 16,725.87	\$ 50,290.65	\$ 68,077.56	\$ 901,873.38
2025		\$ 424,545.42	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93	\$ 8,309.34	\$ 14,780.58	\$ 50,793.56	\$ 68,077.56	\$ 1,019,740.99
2026		\$ 430,913.60	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93		\$ 12,795.42	\$ 51,301.49	\$ 68,077.56	\$ 1,134,190.21
2027		\$ 437,377.31	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93		\$ 10,769.56	\$ 51,814.51	\$ 68,077.56	\$ 1,253,590.29
2028		\$ 443,937.97	\$ 28,000.00		\$ 68,077.56		\$ 185,325.36	\$ 223,235.93		\$ 8,702.16	\$ 52,332.65	\$ 68,077.56	\$ 1,378,001.78
2029		\$ 450,597.03	\$ 28,000.00		\$ 51,058.17		\$ 185,325.36	\$ 223,235.93		\$ 6,592.39	\$ 52,855.98	\$ 51,058.17	\$ 1,507,485.90
2030		\$ 457,355.99	\$ 28,000.00				\$ 185,325.36	\$ 223,235.93		\$ 4,439.36	\$ 53,384.54		\$ 1,642,104.50
2031		\$ 464,216.33	\$ 28,000.00				\$ 185,325.36	\$ 223,235.93		\$ 2,242.20	\$ 53,918.38		\$ 1,781,920.12
2032		\$ 471,179.57	\$ 28,000.00				\$ 185,325.36				\$ 54,457.57		\$ 2,150,231.90
2033		\$ 478,247.27	\$ 28,000.00				\$ 185,325.36				\$ 55,002.14		\$ 2,526,155.96
2034		\$ 485,420.98	\$ 28,000.00				\$ 185,325.36				\$ 55,552.17		\$ 2,909,803.74
2035		\$ 492,702.29	\$ 28,000.00				\$ 185,325.36				\$ 56,107.69		\$ 3,301,288.36
2036		\$ 500,092.83	\$ 28,000.00				\$ 185,325.36				\$ 56,668.76		\$ 3,700,724.59
2037		\$ 507,594.22	\$ 28,000.00				\$ 185,325.36				\$ 57,235.45		\$ 4,108,228.90
2038		\$ 515,208.13	\$ 28,000.00				\$ 185,325.36				\$ 57,807.81		\$ 4,523,919.48
2039		\$ 522,936.25	\$ 28,000.00				\$ 185,325.36				\$ 58,385.88		\$ 4,947,916.26
2040		\$ 530,780.30	\$ 28,000.00				\$ 77,220.67				\$ 58,969.74		\$ 5,488,445.63
2041		\$ 538,742.00	\$ 28,000.00										\$ 6,055,187.63

\$7.5m Project Cost plus \$500k engineering plus 15% for today's costs = \$9.2 million
\$5.5m Grant
\$1.5m from Reserves
\$250,000 Fundraising (conservative estimate)
County Interest Rate Relief on \$1m for 10yrs
\$2 million dollar loan for 10 years



MEETING DATE: May 18, 2021

TO: Mayor and Members of Council
FROM: Jeff Little, Manager of Public Works
REPORT NO.: PW-10-2021
SUBJECT: Road Surface Analysis

RECOMMENDATION:

THAT Report No. PW-10-2021 be received by council for information.

PURPOSE:

As listed in the business arising from minutes, Council requested a report on the cost analysis of types of road surfaces. This report will examine and compare the capital construction costs and operational/maintenance costs of a gravel road versus an asphalt road.

BACKGROUND:

In general terms there are two types of road surfaces, loose top and hard top. Each type can have sub categories. All roads start as loose top with the potential at some point that a decision could be made to put a hard surface on them. This is not a new idea. The first known paved roads were found in Egypt. Created between 2600 and 2200 BC.

In Ontario, our roads evolved from trails that linked rivers and lakes to our Kings Highways. Upgrades were completed to support settlement and commerce and have now led to the modern road systems we have today.

The Township of Lucan Biddulph's road system is representative of a typical municipal road system in Ontario and includes a mix of urban and rural roads. The following analysis will concentrate on rural roads. The Township has approximately 105 km of rural roads. 82 km of which are gravel and 23km are asphalt.

DISCUSSION:

Asset Investment

Three main components exist for all roads; platform width, base strength and drainage. A number of other factors can also come into play but these are the three main ones. When addressing these factors, municipalities can introduce a road improvement program. The improvements can be budgeted and scheduled over a number of weeks or done over multi years with upgrades taking place slowly. This is an investment in the infrastructure of the municipality.

To include an investment cost in the road surface analysis is not straight forward. Improvements can be applied to a gravel road and hard top. Improvements are not recurring. Improvements can be required for a number of reasons not related to the road surface such as safety.

Investment Cost

To obtain the life cycle of a hard road surface the base or platform of a road needs to be evaluated. Improvements may be needed to meet a design standard that supports the

surface. The current Asset Management Plan does not have loose top road sections assessed and entered as an asset. This addition to the AMP would allow the Township to prioritize improvements and associate a cost. As the AMP continues to develop this will need to be done.

To give a perspective I upgraded a rural road in The Township of Adelaide Metcalfe in 2017 at a cost of \$110,000 per km not including surface application to their design standards.

The Analysis

The analysis will review the costs associated with a loose top road and a hard top road. I will look at the capital and operational expenditures needed for each type. Financial considerations are a starting point in the decision process of when to upgrade from a loose top to a hard top. Other criteria that needs to be considered in the decision process are traffic volume, traffic type, risk management, service level, future traffic patterns, commercial/industrial needs, road system continuity and customer satisfaction. A Road Needs Study would look at all factors and provide more details on development design of road surfaces. The final decision would need to take all factors into account. I recommend that a Roads Needs Study be completed before developing a road construction program.

There is one element that needs to be highlighted. The rural road system currently has average daily traffic volumes under 1000 on all road sections. Typically, when a road surface is upgraded there is an upward increase in traffic. I would not recommend surface upgrades that promote a shifting of traffic patterns that encourage higher volumes. This would lead to higher service levels to meet the Minimum Maintenance Standards of Ontario.

Current Practice.

The analysis will be based on a normal road section that exists in the Township at the present road classification. Individual road section characteristics such a hill, curve or swamp will influence the expenditures for individual road sections.

Loose Top			Hard Top		
Maintenance Costs	2020 Budget based on 82km	Cost per Km	Maintenance Costs	2020 Budget based on 38 km of rural.**	Cost per Km
Gravel	\$168,719	\$2,057.54	Line Painting	\$13,081	\$344.23
Dust Control	\$60,287	\$735.21	Maintenance	\$13,095	\$344.61
Maintenance	\$2,519	\$30.72	Wages(summer)	\$1,010	\$26.58
Wages(summer)	\$29,856	\$364.10	Salt/sand	\$20,521	\$540.03
Grader Maintenance	\$8,029.55	\$97.92			
Total	\$269,410.55	\$3,285.49	Total	\$47,707.00	\$1,255.45
Capital Costs			Capital Cost		
	Grader cost per Km (Based on Middlesex Centre Tender)	Km Cost per year based on 15 year life cycle		2020 asphalt tender cost per Km	Km Cost per year based on 18 year life cycle
2021 Grader (\$451,430.80)	\$5,505.25	\$367.02	50mm Resurfacing	\$91,277.74	\$5,070.99
Capital/Maintenance Total per Year/Km		\$3652.51	Capital/Maintenance Total per/Km/yr		\$6,326.44
			Note: Using a Surface Treatment as an alternative.	\$25,490.00 2021 Tender (Adelaide Metcalfe)	\$3,641.43 Km cost based on 7 year life cycle

Fig.1 COSTS THAT ARE SPECIFIC TO RURAL ROAD SURFACE TYPE

**Note. 2020 hard top Kms include the Whalen Line.

There are costs that lack detail to be able to break them out in to a simple chart. A couple of examples are fuel costs for the grader to perform the loose top maintenance and winter maintenance wages tend to be higher per km for hard top roads but are variable to weather patterns.

The cost analysis shows that at the present conditions gravel roads are cost effective.

Traffic Count and Cost

The Ministry of Transportation has guidelines for surface types based on average vehicles per day. A gravel surface is recommended at <400, a surface treated road at 400 to <1000 and asphalt 1000>. The MTO indicates that forecasting traffic growth should be included when using these guidelines. I agree with the MTO guidelines. In my experience maintenance costs begin to rise with traffic volume. Loose top maintenance can double, rising to \$6,570.98 per km or higher with volumes over 400 per day. At that point, it becomes more cost effective to have hard top. Traffic counts are a suggested requirement each year on all road sections. Due to COVID this has not been done in the last year. A follow up will be a directory of traffic counts on all road sections. A gravel road count of over 400 vehicles a day would indicate a potential for a cost savings for that road section.

Summary

- Based on cost analysis the current road surface inventory is satisfactory and efficient.
- Through traffic counts and updating of the AMP there will be potential road section upgrades that will benefit the Township.
- A service level and an infrastructure investment level needs to be confirmed by the Township.

IMPACT TO BUDGET:

No financial impact to current budget.

STRATEGIC PLAN:

This matter aligns with following strategic priorities:

- Direction #1 Service Enhancement, relates but does not fit in recommended actions.
- Direction #2 Growth Management, relates but does not fit in recommended actions.
- Direction #4 Accessibility, relates but does not fit in recommended actions.

Jeff Little

Jeff Little
Public Works Manager



MEETING DATE: May 18, 2021

TO: Mayor and Members of Council
FROM: Jeff Little, Manager of Public Works
REPORT NO.: PW-11-2021
SUBJECT: Sewer-Use By-law

RECOMMENDATION:

THAT Report No. PW-11-2021 be received;

AND THAT Council approve the Sewer-use by-law as presented.

PURPOSE:

The purpose of this report is to bring forward a sewer use by-law.

BACKGROUND:

A sewer-use by-law protects the sewer infrastructure, which includes the sewer lines, sewage pumping-stations and wastewater treatment plants.

Discharges in excess of the by-law may damage the sewer infrastructure and create treatment problems at the wastewater plants.

Discharges that impact the treatment plant processes may result in odd discharges to the receiving water bodies that could have an impact on the environment.

DISCUSSION:

The attached by-law was reviewed by BM Ross to ensure it fits with the existing sanitary infrastructure.

IMPACT TO BUDGET:

There is no financial impact.

STRATEGIC PLAN:

This matter aligns with following strategic priorities:

- Direction 1, Service Enhancement, Goal 2, Coordination of Services, Action #2, Develop a customer relationship management approach.

ATTACHMENTS: Sewer-use By-law

Jeff Little

Jeff Little
Public Works Manager



MEETING DATE: May 18th, 2021

TO: Mayor and Members of Council
FROM: Paul Smith, Manager of Parks and Recreation
REPORT NO.: PR-06-2021
SUBJECT: Fundraising committee – Phase 2 Community Centre

RECOMMENDATION:

THAT Report No. PR-06-2021 be received

AND FURTHER THAT The Council of Lucan Biddulph approve the formation of a fundraising committee for Phase 2 of the Community Centre project and direct Staff to approach key individuals identified in the fundraising feasibility study final report to discuss key findings and strategies.

PURPOSE:

To determine fundraising strategy for the Phase 2 Community Centre project.

BACKGROUND:

In September of 2019, Campaign coaches conducted a fundraising feasibility study on behalf of the Township of Lucan Biddulph regarding the Phase 2 Community Centre Project. This report outlined key strategies, goals, issues/obstacles, and potential key members of a fundraising committee to champion on behalf of the project.

The recommendation of the Parks and Recreation Advisory Committee, prior to the funding announcement, was to postpone decisions regarding fundraising until we could confirm any joint financial assistance from the Provincial and Federal Governments. The Federal and Provincial governments have now confirmed a commitment of \$5.5 million in funding through ICIP towards this project.

DISCUSSION:

Discussions were reopened at the PRAC meeting held May 10th, 2021 in regards to fundraising strategies and goals. Through conversations at the committee level, Staff understands the feeling remains consistent i.e. that the Township should set a smaller fundraising goal without paying for the assistance of a professional fundraiser so as to not remove potential funds from the project by paying a consultant. The committee was also able to provide key items to consider while developing a strategic plan regarding the fundraising of the project.

These key items were:

- A separate community campaign and large donor (businesses) campaign;
- Meeting the needs of all service clubs and users and highlight these in the campaign;
- Highlighting the positive achievements since phase 1 and clarifying misconceptions (media presentation to be prepared as useful tool in campaign);
- Above and beyond milestone goals with set features added at milestones;
- Establish the committee first with a suggested campaign launch of labor day;
- The committee should determine ways to appeal to three separate major groups, legacy, new residents, and 20yr-30yr residents.

Utilizing the information collected in the fundraising feasibility study, the provided structuring charts, and information gathered from discussions at the committee level, Staff would recommend that Council approve the formation of a fundraising committee. Staff will approach key individuals identified in the report and set up a meeting with interested individuals where key findings and strategies can be shared. To encourage good conversation regarding strategy, and to develop the best goals and principles for key champions to utilize and stand behind, staff feels it would be important to allow these individuals input and conduct discussion before formalizing the membership of the committee.

IMPACT TO BUDGET:

No impact to budget

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Strategic Direction 2 Growth Management, Action #15
- Strategic Direction 3 Healthy Community, Action #21

ATTACHMENTS:

Paul Smith

Paul Smith
Manager of Parks and Recreation



MEETING DATE: May 18th, 2021

TO: Mayor and Members of Council
FROM: Paul Smith, Manager of Parks and Recreation
REPORT NO.: PR-07-2021
SUBJECT: Seasonal employee wage adjustments

RECOMMENDATION:

THAT Report No. PR-07-2021 be received

AND THAT The Council of Lucan Biddulph delegate the authority to Senior management to adjust seasonal employee wages based upon competitive rates of surrounding municipalities, and incentives to returning employees in order to increase the appeal of working for the Township of Lucan Biddulph following approval of the Treasurer and CAO.

PURPOSE:

To increase the appeal and draw to those seeking summer positions within the Township of Lucan Biddulph while staying competitive with our neighbors. As well as retaining skilled and experienced employees for consecutive seasons.

BACKGROUND:

In the 2019 Summer season Staff had approached Council in regards to increasing Lifeguard wages as we were short on staff to operate a safe pool season. Since 2019 Lucan Biddulph's lifeguard wage remains on the lower tier of area wage comparisons.

With the uncertainty of the summer employment season due to COVID 19 shutdowns/lockdowns, the Township is again having a difficult time attracting qualified staff to operate a safe COVID 19 adjusted pool season.

Staff has contacted the surrounding municipalities that operate pools for assistance in gathering pool staff that may not have received positions elsewhere. Staff has also been in contact with other indoor fitness facilities with pools that may have workers in need of a temporary position. However, both these avenues have not been successful.

DISCUSSION:

At the Parks and Recreation Committee, much discussion was had regarding alternate operations and avenues that Staff might approach to ensure a pool season. It is felt that with COVID 19 restrictions and many new dwellings in Lucan Biddulph that many residents may be severely disappointed they may not have the ability to attend our pool this season.

Being able to offer a more competitive wage may offer the Township the ability to attract the much needed qualified staff we require.

Alternatively, the Lifesaving Society has confirmed that we can operate the pool using a mix of Bronze Cross employees with fully NLS certified guards. However, there may never be more Bronze Cross on the pool deck than NLS. To safely operate with a reduced bather capacity during COVID19 a minimum of three NLS and 2 Bronze cross employees would need to be hired. Preferably Staff would desire 5 full NLS guards to operate this season, a normal season would see 7 NLS guards to facilitate vacation, alternate shifts, and personal days, but the alternative would be acceptable should it allow Lucan Biddulph to open its pool to swimmers this summer.

Council and residents should note that if we are successful to open with only the minimum of staff that a reduction to normal operating hours would be required.

Incentivizing returning employees ensures a strong group of employees with training and knowledge which fosters a positive environment and a mentorship role with returning employees and junior employees.

POSITION	Arran Elderslie	Saugeen Shores	South Bruce Penn	Perth East (Milverton)	Meaford
					2020 rates
Supervisor	17.50-19.00 (3 step)	18.00-19.50 (3 step)	15.27	15.97-19.61 (5 step)	15.66-18.29 (4 step)
Assistant or Head guard	NA	17.00-17.50 (2 step)	14.71		
Instructor/guard	16.00-17.25 (3 step)	15.00-16.00 (3 step)	14.71	14.05-16.93 (5 step)	14.92-17.11 (4 step)
LIT or Attendant	15.00	14.25-14.75 (2 step)	14.57		
Aquatic fitness instructor					
POSITION	Lucknow	Southgate (Under 18)	Southgate (Over 18)	North Perth	Hanover
					Students step 1-3
Supervisor	18.00				23.25-27.04 (8 step)
Assistant or Head guard	17.00	15.65-16.15 (3 step)	16.50-17.00 (3 step)	19.69-24.17 (5 step)	23.25-27.04 (8 step)
Instructor/guard	16.00	14.40-14.90 (Instructo	15.25-15.75 (Instructo	15.49-19.02 (5 step)	16.52-19.21 (8 step)
LIT or Attendant	15.00	13.65-14.15 (Guard)	14.50-15.00 (Guard)		13.18-15.32 (8 step)
Aquatic fitness instructor					19.44-22.60 (8 step)
POSITION	Wellington North	South Bruce	Kincardine	West Perth	Lucan Biddulph
Supervisor	19.50	16.82-17.62		19.61-24.51 (5 steps)	
Assistant or Head guard	Head 17.50 Asst 16.50	15.80-16.60	26.02	16.98-21.22 (5 steps)	16.50-18.00
Instructor/guard	15.50	14.80-14.60	24.62	14.37-17.96 (5 steps)	15.00-16.00
LIT or Attendant		13.80-14.60	15.00		
Aquatic fitness instructor					

South West Middlesex - Lifeguard 14.97-17.51 (5 steps)

Thames Centre - Pool Supervisor	18.71	19.71	20.71 (3 steps)
Assistant Pool Supervisor	17.94	18.69	19.44 (3 steps)
Senior Lifeguard	17.15	17.90	18.65 (3 steps)
Junior Lifeguard	15.60	16.10	16.60 (3 steps)

IMPACT TO BUDGET:

A reduction in staff and hours with a competitive increase could result in an amount similar to the already budgeted summer wages. A projected amount will be presented at a future Council meeting once staffing and hours are determined.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

Goal 3. Premier employer

Strategic Direction 1: Service Enhancement, Action #4 Actively instill a positive workplace environment and culture at the Township and pride in community

Strategic Direction 3 Healthy Community, Action #17 Actively support and promote physical activity and healthy communities through participation in the local and regional programs and initiatives

Paul Smith

Paul Smith
Manager of Parks and Recreation



MEETING DATE: May 18, 2021

TO: Mayor and Members of Council
FROM: Paul Smith, Manager of Parks and Recreation
REPORT NO.: PR-08-2021
SUBJECT: Engineering and Architectural – Phase II

RECOMMENDATION:

THAT Report No. PR-08-2021 be received

AND THAT Council award the Architectural and Engineering contract of the Phase II Community Centre Project to Spriet Associates as per their RFP submission.

PURPOSE:

To award Architectural and Engineering for the Phase II of the Lucan Community Centre Project.

BACKGROUND:

An RFP for Architectural and Engineering was released April 30th 2021 with a closing date of May 17, 2021.

DISCUSSION:

The tender opening on Monday, May 17th at 2 p.m. was attended by the following three individuals:

Daniel Regan	(Chair of Parks & Recreation)
Ron Reymer	(CAO/Clerk)
Paul Smith	(Parks & Recreation Manager)

Two submissions were received and the cost for architectural and engineering is represented in percentage as follows:

Spriet Associates: 7% of construction costs less previous billings for initial design.

Endri Poletti Architect Inc.: 8.26% of constructions costs for Basic professional services, 1.9% of construction costs for Project management services

IMPACT TO BUDGET:

A budget amendment is required to accommodate this project. The Treasury department will be bringing forward a report and budget amendment at a later date.

STRATEGIC PLAN:

Strategic direction 1, goal 3: Premiere employer action 4: Actively instill a positive workplace environment and culture at the Township and pride in community.

Strategic direction 2, goal 2: Improve the attractiveness of the community for new residents.

Strategic direction 4, goal 2: Fully accessible township services, program, and infrastructure.

Strategic direction 2, Growth management, goal 4: substantive focus of planning on growth management issues.

Paul Smith

Paul Smith
Manager of Parks and Recreation

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

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

April 2021	\$ 545,188.97
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RESOLUTION CARRIED

MAYOR

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
025719	04/06/2021	003319	ANDREW CHRISTIE	320.00
	Invoice March 31 2021		03/31/2021 OWWCO TRAINING	320.00
025720	04/06/2021	001622	B M ROSS & ASSOCIATES	364.99
	Invoice 20233		03/11/2021 CONTRACTED SERVICES	364.99
025721	04/06/2021	001019	BANNER PUBLICATIONS	1,158.36
	Invoice 14748		03/10/2021 ADVERTISING	202.76
	Invoice 14778		03/24/2021 ADVERTISING	279.74
	Invoice 14752		03/10/2021 CIP	337.93
	Invoice 14781		03/24/2021 CIP	337.93
025722	04/06/2021	002879	BEN GRIEG	150.00
	Invoice 9188		03/29/2021 DRIVERS MEDICAL	150.00
025723	04/06/2021	003349	BERG CHILLING SYSTEMS	4,298.47
	Invoice 1460		03/15/2021 MAINTENANCE	550.03
	Invoice 1461		03/15/2021 MAINTENANCE	3,123.55
	Invoice 1488		03/26/2021 MAINTENANCE	624.89
025724	04/06/2021	003469	[REDACTED]	85.71
	Invoice March 31, 2021		03/31/2021 VOLLEYBALL REFUND	85.71
025725	04/06/2021	002895	BROADWAY SERVICE (WYOMING) INC.	158.20
	Invoice 120138		03/03/2021 WESTERN STAR	158.20
025726	04/06/2021	001546	CEDAR SIGNS	163.16
	Invoice INV/2021/0935		03/25/2021 SIGNS	163.16
025727	04/06/2021	002483	CITY OF LONDON	13,493.40
	Invoice 197007		03/07/2021 WATER	13,493.40
025728	04/06/2021	003462	[REDACTED]	192.00
	Invoice March 2021		03/22/2021 REFUND CRAFT SHOW	192.00
025729	04/06/2021	002637	COMPUGEN INC.	101.62
	Invoice 9259007		03/24/2021 PHOTOCOPIER CHARGES	101.62
025730	04/06/2021	002196	CORPORATION OF THE COUNTY OF MIDDLESEX	71,250.00
	Invoice IVC-2020-01372		12/30/2020 WHALEN LINE	71,250.00
025731	04/06/2021	001263	DILLON CONSULTING LIMITED	1,133.45
	Invoice 234588		03/25/2021 DRAIN/STORM POND	1,133.45
025732	04/06/2021	001216	E.S. HUBBELL & SONS LTD	1,532.96
	Invoice 1023888		03/18/2021 TRACKLESS	662.86
	Invoice 1023806		03/09/2021 TRACKLESS	870.10
025733	04/06/2021	003471	ENTANDEM	181.90
	Invoice 131998		01/01/2021 SOCAN	126.47
	Invoice 104771		01/01/2021 SOUND	55.43
025734	04/06/2021	001280	EVANS UTILITY	3,107.50
	Invoice 0000162478		03/26/2021 METERS	3,107.50
025735	04/06/2021	003468	[REDACTED]	100.00
	Invoice March 31 2021		03/31/2021 VOLLEYBALL REFUND	100.00

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
025736	04/06/2021 Invoice 110872	002503	GM BLUEPLAN ENGINEERING LTD. 03/19/2021 AUSABLE FIELDS	584.78
025737	04/06/2021 Invoice IN364246	001283	HAMISCO INDUSTRIAL SALES INC. 03/16/2021 SHOP SUPPLIES	231.05
025738	04/06/2021 Invoice INV0038632 Invoice INV0038633	001481	HETEK SOLUTIONS INC 03/24/2021 METERS 03/24/2021 METERS	158.20 710.17
025739	04/06/2021 Invoice 52677	003084	HM PIPE PRODUCTS INC. 02/25/2021 ARENA	1,142.43
025740	04/06/2021 Invoice 218889	001522	ICECO ADVANCED ARENA PRODUCTS 03/23/2021 NETS	3,452.15
025741	04/06/2021 Invoice 70-6408964	002920	INDUSTRIAL CHOICE SUPPLY 03/24/2021 SUPPLIES	140.12
025742	04/06/2021 Invoice 25	003168	JEFF STAPLETON 03/30/2021 SENIORS FITNESS	330.00
025743	04/06/2021 Invoice E10394 Invoice E10392 Invoice E10396	003117	JLH EXCAVATING 03/11/2021 COOK DRAIN 03/11/2021 DEWAN DRAIN 03/11/2021 PINCOMBE DRAIN	3,414.86 5,781.08 3,084.90
025744	04/06/2021 Invoice March 31 2021	003465	██████████ 03/31/2021 REFUND - VOLLEYBALL	85.71
025745	04/06/2021 Invoice March 31, 2021	003466	██████████ 03/31/2021 REFUND - VOLLEYBALL	100.00
025746	04/06/2021 Invoice INV132142	002998	KTI LIMITED 03/18/2021 Meters	732.24
025747	04/06/2021 Invoice March 2021	003047	LIBRO CREDIT UNION 03/25/2021 ██████████	655.68
025748	04/06/2021 Invoice 3-23BLS-21	002780	LMAC COMMUNITY CPR 03/23/2021 BLS RENEWAL	1,017.00
025749	04/06/2021 Invoice PF-1383-03891 Invoice PF-1381-03885	001998	LOCAL AUTHORITY SERVICES LTD. 03/23/2021 DIESEL 03/19/2021 DIESEL	5,349.54 1,943.61
025750	04/06/2021 Invoice March 24 2021	002191	LOYENS, TRACY 03/24/2021 LOUVER MOTOR	69.15
025751	04/06/2021 Invoice March 31 2021	003467	██████████ 03/31/2021 VOLLEYBALL REFUND	100.00
025752	04/06/2021 Invoice March 2021	003461	██████████ 03/24/2021 REFUND	115.00
025753	04/06/2021 Invoice 100	002621	MAGUIRE, KELLY 03/31/2021 Property Maintenance	1,327.75

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
025754	04/06/2021	003464		100.00
	Invoice march 31 2021		03/31/2021 VOLLEYBALL REFUND	100.00
025755	04/06/2021	003250	MINISTRY OF FINANCE	53,821.48
	Invoice 200803211100087		03/08/2021 OPP CREDIT	-2,025.52
	Invoice 202203211151011		03/31/2021 FEBRUARY OPP	55,847.00
025756	04/06/2021	002530	ONTARIO TAX SALES INC.	536.75
	Invoice 3102		10/06/2020 LIST DETAILS	536.75
025757	04/06/2021	003022	ORKIN CANADA CORPORATION	91.53
	Invoice C-2479417		03/09/2021 MAINTENANCE	91.53
025758	04/06/2021	003459	PERFECTMIND INC.	1,412.50
	Invoice LUC20210322		03/22/2021 PROJECT KICKOFF	1,412.50
025759	04/06/2021	003460		260.00
	Invoice March 2021		03/24/2021 REFUND - CRAFT SHOW	260.00
025760	04/06/2021	002894	POSTMEDIA	767.27
	Invoice 491750		03/20/2021 Advertising	767.27
025761	04/06/2021	001195	PROMECHANICAL TRUCK REPAIRS	152.55
	Invoice 76826		03/05/2021 FREIGHTLINER	152.55
025762	04/06/2021	002990		85.71
	Invoice March 31, 2021		03/31/2021 VOLLEYBALL REFUND	85.71
025763	04/06/2021	002830	RYAN HERBERT	120.00
	Invoice March 2021		02/26/2021 DRIVERS MEDICAL	120.00
025764	04/06/2021	003175	SEMCO	3,975.24
	Invoice 0000312531		03/22/2021 MAINTENANCE SUPPLIES	1,596.59
	Invoice 0000312520		03/22/2021 MATERIALS	2,378.65
025765	04/06/2021	001372	SPRIET ASSOCIATES	28,250.00
	Invoice 21-0078		02/28/2021 BLAKE DRAIN	28,250.00
025766	04/06/2021	003463	STREETSCAN CANADA ULC	13,703.19
	Invoice ULC10307		03/19/2021 AMP	2,205.00
	Invoice ULC10306		03/19/2021 AMP	3,430.00
	Invoice ULC10289		03/12/2021 AMP	3,601.87
	Invoice ULC10290		03/12/2021 AMP	2,353.22
	Invoice ULC10291		03/12/2021 AMP	2,113.10
025767	04/06/2021	001933	STRONGCO EQUIPMENT	1,469.39
	Invoice 90014385		03/16/2021 GRADER	656.20
	Invoice 90007386		03/01/2021 GRADER	813.19
025768	04/06/2021	001261	TECHNICAL STANDARDS & SAFETY	73.00
	Invoice 9000705		02/28/2021 LICENSES	73.00
025769	04/06/2021	003227	TIMMERMANS ELECTRIC CO. LTD.	8,863.56
	Invoice 16570		03/22/2021 MAINTENANCE	8,863.56
025770	04/06/2021	002723	TOROMONT CAT	595.51
	Invoice WO070832763		03/19/2021 Arena Maintenance	595.51

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
025771	04/06/2021 Invoice 018046	001647	TOWNSHIP OF PERTH SOUTH 12/31/2020 CONTRACTED SERVICES	1,717.14
025772	04/06/2021 Invoice IN0008424	001291	UPPER THAMES CONSERVATION AUTH 03/03/2021 2021 LEVY	17,219.00
025773	04/06/2021 Invoice 9022	002775	UTIL-EQUIP MANUFACTURING INC. 03/15/2021 EQUIPMENT R&M	566.13
025774	04/06/2021 Invoice March 31 2021	003470	[REDACTED] 03/31/2021 VOLLEYBALL REFUND	85.71
025775	04/06/2021 Invoice 5431666 Invoice 5430965	001713	WFS LTD. 03/17/2021 BATTERIES 03/16/2021 MASKS/WIPES	1,256.43
025776	04/06/2021 Invoice April 2021	003472	[REDACTED] 04/01/2021 REFUND - DUE TO COVID-19	496.05
025777	04/09/2021 Invoice Deposit	001913	LERNERS LLP 04/09/2021 DEPOSIT	10,000.00
025778	04/19/2021 Invoice 0000159160 Invoice 0000159102	002578	A.J. STONE 04/05/2021 REBUILD NOZZLE 03/31/2021 LIFE JACKET	896.69
025779	04/19/2021 Invoice 20355 Invoice 20358	001622	B M ROSS & AS OCIAES 04/08/2021 CHEMICALS 04/08/2021 SANITARY MASTER PLAN	50,499.78
025780	04/19/2021 Invoice 876	003452	BAROUDI LAW PROFESSIONAL CORPORATION 04/08/2021 LPAT APPEAL	949.20
025781	04/19/2021 Invoice E314	001393	BRANDER STEEL INDUSTRIES LTD 03/17/2021 CHRISTMAS DECOR	117.17
025782	04/19/2021 Invoice IN355291	002517	CANADA'S FINEST COFFEE 04/08/2021 COFFEE SUPPLIES	53.50
025783	04/19/2021 Invoice April 2021	003473	[REDACTED] 04/06/2021 REFUND - COVID CANCELLATION	1,208.44
025784	04/19/2021 Invoice 59243	001199	CLARENCE CARTER & SONS 04/08/2021 WINTER MAINTENANCE	325.44
025785	04/19/2021 Invoice 5356	002914	CT ENVIRONMENTAL 04/09/2021 WATERMAIN REPAIRS	1,271.25
025786	04/19/2021 Invoice April 2021	001679	DEBOER LISA 04/09/2021 MUSKOKA CHAIRS	480.00
025787	04/19/2021 Invoice 0001	003474	DONAGHEY, JANE 04/01/2021 YOGA INSTRUCTION	180.00
025788	04/19/2021 Invoice 9370	002796	DOWLER KARN 03/31/2021 FUEL	190.98
025789	04/19/2021	002104	GILHOLM STONEWORKS LIMITED	5,847.75

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 60069		03/18/2021 BBFD SNOW REMOVAL	1,233.96
	Invoice 60067		03/18/2021 GRANTON SIDEWALK - SNOW REMOV	4,613.79
025790	04/19/2021	003475	[REDACTED]	896.50
	Invoice April 2021		04/19/2021 REFUND - OVERPAYMENT	896.50
025791	04/19/2021	001100	HURON TRACTOR	58.56
	Invoice H36818		04/12/2021 TOOLS/SHOP SUPPLIES	58.56
025792	04/19/2021	001944	INFORMATION NETWORK SYSTEMS	232.78
	Invoice INV58790		03/31/2021 INK CARTRIDGE	232.78
025793	04/19/2021	003330	JEFF LITTLE	270.56
	Invoice April 15 2021		04/15/2021 OFFICE REPAIRS	270.56
025794	04/19/2021	003404	LANGFORD AUTO APC	193.10
	Invoice 1314305		03/01/2021 WATERMAIN	2.84
	Invoice 1314330		03/02/2021 STREET SIGNS	101.70
	Invoice 1314348		03/03/2021 WATER MAIN	3.85
	Invoice 1314351		03/03/2021 WATERMAIN	27.91
	Invoice 1314371		03/04/2021 WATER MAIN	9.20
	Invoice 1314383		03/04/2021 R&M 2013 GMC	44.06
	Invoice 1314891		03/26/2021 GREASE/OIL	3.54
025795	04/19/2021	001129	LANGFORD LUMBER	1,117.72
	Invoice 1062793		03/13/2021 EDC	5.98
	Invoice 1062802		03/13/2021 PAINT	18.06
	Invoice 1062030		03/02/2021 CHRISTMAS LIGHTS	36.11
	Invoice 1062180		03/04/2021 SHOP SUPPLIES	4.05
	Invoice 2158345		03/04/2021 SHOP SUPPLIES	13.55
	Invoice 2158503		03/08/2021 SHOP SUPPLIES	24.85
	Invoice 2158620		03/11/2021 R&M BUILDING	238.19
	Invoice 2158691		03/12/2021 SHOP SUPPLIES	8.02
	Invoice 1062996		03/17/2021 SHOP SUPPLIES	78.72
	Invoice 1063107		03/18/2021 SHOP SUPPLIES	35.44
	Invoice 0486611		03/24/2021 SHOP SUPPLIES	579.08
	Invoice 2159230		03/24/2021 SHOP SUPPLIES	43.19
	Invoice 2159333		03/25/2021 SHOP SUPPLIES	26.17
	Invoice 2159540		03/30/2021 SHOP SUPPLIES	6.31
025796	04/19/2021	001913	LERNERS LLP	2,712.00
	Invoice 40027675		01/01/2021 2020 FEE - CODE OF CONDUCT	2,712.00
025797	04/19/2021	001998	LOCAL AUTHORITY SERVICES LTD.	282.50
	Invoice EPT003167		01/11/2021 MEMBERSHIP/SUBSCRIPTIONS	282.50
025798	04/19/2021	001412	MOBIL SERVICES INC.	17,899.20
	Invoice 68582		04/06/2021 STREET SWEEPING	17,899.20
025799	04/19/2021	003120	MRC SYSTEMS	5,988.44
	Invoice 016466		03/30/2021 RADIOS	5,988.44
025800	04/19/2021	002929	OMI CANADA INC.	13,120.87
	Invoice 691130-05-02		04/09/2021 CONTRACTED SERVICES	13,120.87
025801	04/19/2021	001843	ONTARIO CLEAN WATER AGENCY	22,883.91
	Invoice INV00000010334		03/31/2021 FEBRUARY CAPITAL	3,593.72
	Invoice INV00000010335		03/31/2021 FEBRUARY INVOICES WWTP	6,160.36

Accounts Payable

Bank Of Montreal - General Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice	INV00000010562	04/01/2021 CONTRACTED SERVICES	13,129.83
025802	04/19/2021	002626	ONTARIO ONE CALL	109.47
	Invoice CN2021-031		01/20/2021 MEMBERSHIP 2021	-500.00
	Invoice 202119509		01/31/2021 LOCATES	202.12
	Invoice 202120458		02/28/2021 LOCATES	205.23
	Invoice 202121408		03/31/2021 LOCATES	202.12
025803	04/19/2021	002894	POSTMEDIA	744.67
	Invoice 493553		03/31/2021 Advertising	744.67
025804	04/19/2021	001195	PROMECHANICAL TRUCK REPAIRS	26.43
	Invoice 77149		04/09/2021 TOOLS/SHOP SUPPLIES	26.43
025805	04/19/2021	001735	QUADIENT LEASING CANADA LTD.	129.94
	Invoice 6246813		04/01/2021 POSTAGE MACHINE RENTAL	129.94
025806	04/19/2021	002024	SHRED-IT INTERNATIONAL ULC	195.89
	Invoice 8101251916		04/07/2021 PAPER SHREDDING	195.89
025807	04/19/2021	003389	SYLVITE AGRI-SERVICES LTD.	336.18
	Invoice GRINV000538		03/25/2021 MAINTENANCE	336.18
025808	04/19/2021	001713	WFS LTD.	71.70
	Invoice 5441254		04/01/2021 TOOLS/SHOP SUPPLIES	71.70
Cheque Register Total -				403,225.90

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001863	04/06/2021 Invoice March 2021	002986	MASTERCARD - BB FIRE 03/31/2021 MASTERCARD PURCHASES	144.95
001864	04/06/2021 Invoice March 2021	002985	MASTERCARD - MUN. OFFICE 03/31/2021 MASTERCARD PURCHASES	5,136.80
001865	04/06/2021 Invoice March 2021	002987	MASTERCARD - PARKS & REC. 03/31/2021 MASTERCARD PURCHASES	2,239.20
001866	04/28/2021 Invoice 0421-3690	002574	BELL MOBILITY 04/08/2021 Cell Phones	267.83
001867	04/28/2021 Invoice 0421-1224	002474	BELL PWB 227-1224 04/01/2021 P.W. Building Phone	177.31
001868	04/28/2021 Invoice 0421-0565	003331	BELL, ARENA 227-0565 04/01/2021 FIRE LINE	49.85
001869	04/28/2021 Invoice 25591 Invoice 25546 Invoice 25574 Invoice 104105 Invoice 104104	001028	BLUEWATER RECYCLING ASSOC 03/31/2021 MARCH DISPOSAL 04/01/2021 Q2 RECYCLING 04/01/2021 APRIL AUTOMATED 03/31/2021 YD WASTE LIFT 03/31/2021 YD WASTE LIFT	58,486.80 7,366.37 39,798.56 10,982.40 276.60 62.87
001870	04/28/2021 Invoice 0321-5250	002453	HYDRO, CROSSING LT. 315250 03/23/2021 Hydro One, Crossing Lights	109.54
001871	04/28/2021 Invoice 0421-7124	002439	HYDRO, MUSEUM 927124 04/08/2021 Hydro One, Museum	377.81
001872	04/28/2021 Invoice 0321-2711	002731	HYDRO, OFFICE/LIBRARY 2711 03/23/2021 Municipal Office/Library	1,424.97
001873	04/28/2021 Invoice 0421-0821	002566	HYDRO, PWB 210821 04/09/2021 Hydro One, Public Works Bldg.	707.20
001874	04/28/2021 Invoice 0421-7254	002436	HYDRO, SCOUT HALL 407254 04/08/2021 Hydro One, Scout Hall	119.32
001875	04/28/2021 Invoice 0421-6868-2 Invoice 0421-6868-1	002570	HYDRO, ST. LIGHTS 116868 04/01/2021 Hydro One, Street Lights 04/06/2021 Hydro One, Street Lights	1,751.78 1,730.69 21.09
001876	04/28/2021 Invoice 0421-4780	003403	HYDRO, ST. LIGHTS 494780 04/06/2021 Hydro One, Ridge Crossing 1	41.30
001877	04/28/2021 Invoice 0321-8601	002569	HYDRO, ST. LIGHTS 538601 03/22/2021 Hydro One, 0 Watson St.	505.13
001878	04/28/2021 Invoice 0421-3502	003289	HYDRO, ST. LIGHTS 693502 04/06/2021 Hydro, St. Lights Ind Park	35.15
001879	04/28/2021 Invoice 0321-7958	002451	HYDRO, ST. LIGHTS 807958 03/22/2021 Hydro One, 1 Conc. Lot 25	151.98
001880	04/28/2021 Invoice 0421-4365	003442	HYDRO, ST. LIGHTS 864365 04/06/2021 Hydro Spencer Ave.	173.62

Accounts Payable

Invoices Paid Online Municipal Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001881	04/28/2021 Invoice 0421-3632	002441	HYDRO, WATER TOWER 493632 04/08/2021 Hydro One, Water Tower	670.70
001882	04/28/2021 Invoice 193089	002683	LUCAN WATER - MUNICIPAL OFFICE 03/31/2021 Water/Sewer	260.65
001883	04/28/2021 Invoice 192865	002600	LUCAN WATER - P.W.B. 03/31/2021 Water/Sewer	286.57
001884	04/28/2021 Invoice Mar 2021	001168	MINISTER OF FINANCE 03/31/2021 MAR 2021 EHT REMITTANCE	2,327.48
001885	04/28/2021 Invoice March 2021	002616	OMERS 03/31/2021 OMERS	17,447.44
001886	04/28/2021 Invoice 0421-10324606	002702	QUADRO - MUN. OFFICE/PARKS&REC. 04/06/2021 Mun. Office/Parks&Rec.	1,105.93
001887	04/28/2021 Invoice April 2021 Group Invoice March 2021	001983	RWAM INSURANCE ADMINISTRATORS 04/01/2021 GROUP PREMIUM 03/31/2021 COST PLUS	2,259.60 5,905.39
001888	04/28/2021 Invoice 0321-2145	002691	U. GAS - OFFICE/LIBRARY 2145 03/26/2021 OFFICE/LIBRARY HEAT	623.99
001889	04/28/2021 Invoice Mar 2021	001231	WSIB 03/31/2021 WSIB	3,234.60
Cheque Register Total -				106,022.89

Accounts Payable

ARENA BANK Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000770	04/28/2021 Invoice 0321-5990	002443	HYDRO, ARENA 425990 03/26/2021 Hydro One 263 Main Arena	9,667.90
000771	04/28/2021 Invoice 0421-9687	002456	HYDRO, ARENA 889687 04/08/2021 Hydro One, 263 Main St. BLDG.	74.74
000772	04/28/2021 Invoice 0421-7734	002449	HYDRO, ARENA LIGHT 857734 04/08/2021 Hydro One, 263 Main St. Light	124.57
000773	04/28/2021 Invoice 0421-7345	002435	HYDRO, MARKET PARK 117345 04/08/2021 Hydro One, Market St. Park	71.92
000774	04/28/2021 Invoice 0421-8334	002442	HYDRO, SPLASH PAD 018334 04/08/2021 Hydro One, Splash Pad	40.19
000775	04/28/2021 Invoice 192928	002607	LUCAN WATER - ARENA 03/31/2021 Water/Sewer	3,452.10
000776	04/28/2021 Invoice 192056	002606	LUCAN WATER - SPLASH PAD 03/31/2021 WATER-SPLASH PAD	238.74
000777	04/28/2021 Invoice 0321-2022	002463	U. GAS ARENA 2022 03/26/2021 Heat-Pool,Arena,LionsShed	1,406.37
000778	04/28/2021 Invoice 0321-2061	002563	U. GAS ARENA 2061 03/26/2021 Heat-MainHall&Daycare	929.74
000779	04/28/2021 Invoice 0321-2137	002464	U. GAS SENIOR CTR 2137 03/26/2021 HEAT - SENIOR CENTRE	137.42
Cheque Register Total -				16,143.69

Accounts Payable

Invoices Paid Online - Water Cheque Register By Date
04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000321	04/28/2021	002476	BELL, LW BOOSTER STN 227-1017	222.41
	Invoice 0421-1017		04/01/2021 Water Booster Station Telephon	222.41
000322	04/28/2021	002618	HYDRO, 34395 GRANTON LINE, LW	1,391.40
	Invoice 0321-6133		03/15/2021 Granton Water Supply	1,391.40
000323	04/28/2021	002455	HYDRO, L.WATER 027813	4,779.00
	Invoice 0321-7813-1		03/29/2021 Hydro One, Water Booster Stn.	4,779.00
000324	04/28/2021	002461	HYDRO, L.WATER 049957	36.03
	Invoice 0421-9957		04/01/2021 Hydro One, 4 Conc. Lot 30	36.03
Cheque Register Total -				6,428.84

Accounts Payable

Invoices Paid Online - Sewer Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000641	04/28/2021	002477	BELL L. SEWER 227-1409	314.71
	Invoice 0421-1409		04/01/2021 Lucan Sewer Telephone	314.71
000642	04/28/2021	002473	BELL L. SEWER 227-1393	68.77
	Invoice 0421-1393		04/01/2021 Nicoline Dev. Telephone	68.77
000643	04/28/2021	003001	HAY COMMUNICATIONS	79.10
	Invoice 0421-10226077		04/01/2021 Alarm System	79.10
000644	04/28/2021	002440	HYDRO, L. SEWER 232687	1,549.88
	Invoice 0321-2687		03/12/2021 Hydro One, Chestnut St. Pmp. S	1,549.88
000645	04/28/2021	002444	HYDRO, L. SEWER 416752	8,878.23
	Invoice 0321-6752-1		03/29/2021 Hydro One, 6242 Fallon Dr.	8,878.23
000646	04/28/2021	002567	HYDRO, L.S. 577325	1,290.62
	Invoice 0321-7325		03/22/2021 Hydro One 34195 Granton Line	1,290.62
000647	04/28/2021	002568	HYDRO, L.S. PUMP 780419	48.97
	Invoice 0421-0419		04/08/2021 Hydro One, Joseph St. Pump	48.97
000648	04/28/2021	002601	LUCAN WATER - L.S.	535.20
	Invoice 193432		03/31/2021 Water/Sewer	535.20
000649	04/28/2021	002564	QUADRO - L. SEWER 555	386.30
	Invoice 0421-10304555		04/06/2021 Lucan Sewer Telephone	386.30
000650	04/28/2021	003044	U. GAS SEWER 6155	215.87
	Invoice 0421-6155		04/09/2021 34195 Granton Line Gas	215.87
Cheque Register Total -				13,367.65

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the regular council meeting minutes of May 4, 2021 and special meeting minutes of April 30, 2021 be approved as circulated/amended.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the Council authorize Paul Smith, Abby Vandermuren and Daniel Regan to attend the virtual PRO Educational Forum on May 26, June 2, June 9 and June 16, 2021 from 1-4pm at a registration cost of \$200.00 + HST per person. (Note: 1st registration fee is covered by our municipal PRO membership).

RESOLUTION CARRIED

Mayor

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 18, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

THAT Report CAO-08-2021, Re: Update - Community Safety and Policing Act Consultation be received for information;

AND FURTHER THAT Council approve, in principal, the following municipal makeup of the Police Services Board:

Adelaide Metcalfe, Newbury & Southwest Middlesex	1 member
Lucan Biddulph & North Middlesex	1 member
Middlesex Centre	1 member
Thames Centre	1 member
Chippewa of the Thames	1 member
Munsee-Delaware Nation	1 member
Oneida of the Thames	1 member

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH

RESOLUTION

DATE: May 18, 2021

_RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

THAT Report No. PR-06-2021 be received;

AND FURTHER THAT The Council approve the formation of a fundraising committee for Phase 2 of the Community Centre project and direct Staff to approach key individuals identified in the fundraising feasibility study final report to discuss key findings and strategies.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 2021

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

THAT Report No. PR-07-2021 be received

AND THAT The Council of Lucan Biddulph delegate the authority to Senior management to adjust seasonal employee wages based upon competitive rates of surrounding municipalities, and incentives to returning employees in order to increase the appeal of working for the Township of Lucan Biddulph following approval of the Treasurer and CAO.

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 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:

- 38-2021 Execution of Transfer Payment Agr. (ICIP Agreement)
- 39-2021 Sewer Use By-law
- 206-2021 Removal of Holding Symbol (Ridge Crossing Townhomes Phase 2)
- 40-2021 Confirming Bylaw

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 18, 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. 38-2021

A by-law authorizing the execution of The Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (referred to collectively herein as the “Ministry”)

WHEREAS The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

AND WHEREAS The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

AND WHEREAS The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

AND WHEREAS Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

AND WHEREAS Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

AND WHEREAS The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

AND WHEREAS The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule “C”.

AND WHEREAS The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH hereby enacts as follows

1. That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with the Ministry.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule “A”, and any other documents deemed necessary to carry out the intent of both parties.
3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 18th DAY OF MAY, 2021.

MAYOR

CLERK

Township of Lucan Biddulph

BY-LAW NO. 39-2021

A BYLAW TO PROHIBIT, REGULATE AND INSPECT THE DISCHARGE OF WASTES INTO THE PUBLIC SEWER WORKS AND TO PROVIDE FOR THE IMPOSITION OF SURCHARGES AND PENALTIES

WHEREAS the Council is authorized by section 10 as well as sections 78 to 93 of the Municipal Act, 2001 as amended, to pass by-laws for services that the municipality considered necessary or desirable for the public which includes public utility services including but are not limited to prohibiting, regulating and inspecting the discharge of any gaseous, liquid or solid matter into land drainage works, private branch drains and connections to any sewer system or sewage works for the carrying away of municipal sewage:

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

Part I - Definitions

- a) “Adverse impact” means impairment of or damage to the environment, human health, safety or property.
- b) “Approved” shall mean conforming to designs, standards, specifications, methods and materials as adopted by the Public Works Manager from time to time.
- c) “Biochemical oxygen demand” means the quantity of oxygen utilized in the biochemical oxidation of matter in five (5) days at twenty (20) degrees Celsius as defined in “Standard Methods”. (BOD₅)
- d) “Biomedical waste” means biomedical waste as defined in the Ontario Ministry of Environment Guideline C-4 entitled “The Management of Biomedical Waste in Ontario” dated April 1994, as amended from time to time.
- e) “Building sewer” means that part of a drainage system outside a building commencing at a point
0.9 meters from the outer face of the wall of the building and connecting the building drain to a public sewer or place of disposal of sewage.
- f) “Colour of a liquid” means the appearance of a liquid from which the suspended solids have been removed and defined in “Standard Methods”.
- g) “Connection” or “Drain” means that part of those or those parts of any pipe or system of pipes leading directly or indirectly to a sewage works.
- h) “Cooling water” means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product.
- i) “Public Works Manager” shall mean the Public Works Manager for the Township of Lucan Biddulph or his/her authorized deputy or representative.
- j) “Garbage” shall mean solid organic or putrescible waste from the storage, preparation, cooking, dispensing or consumption of food.
- k) “Ground Water” means water in a saturated zone or stratum beneath the surface of land or below a surface water body.
- l) “Hauled sewage” means wastewater removed from a wastewater system, septic tank system, a cesspool, a privy vault or privy pit, a chemical toilet, a portable toilet or a sewage holding tank that is transported to a sewage works for disposal.
- m) “Matter” includes any solid, liquid or gas.
- n) “Municipal Sewer” shall mean any sewer in the public road allowance, easements and the like and under the control of the Municipality or any public authority.

- o) "Municipality" means the Corporation of the Township of Lucan Biddulph.
- p) "Non-domestic wastes" means any liquid, solid or gaseous substance or combination thereof, other than sanitary sewage, resulting from any industrial, commercial or institutional process
- q) "pH" means the logarithm to the base of 10 of the reciprocal of the concentration of hydrogen ions in moles per litre of solution.
- r) "Phenolic compounds" means those derivatives of aromatic hydrocarbons which have a hydroxyl group directly attached to the ring.
- s) "ppb" shall mean parts per billion as defined in the Standard Methods".
- t) "ppm" shall mean parts per million as defined in the Standard Methods".
- u) "Sanitary sewer" means a sewer for the collection and transmission of domestic, commercial and industrial sewage or any of them.
- v) "Sewage" means any one or combination of sanitary sewage or non-domestic or water borne wastes from residences, businesses, institutions or industries, together with such ground, surface and storm sewers which may be present, and referred to at times as "wastewater".
- w) "Sewage works" means all sanitary sewer, sewer systems, sewage pumping stations, wastewater treatment plants and all other works for the collection, acceptance, transmission, treatment or disposal of sewage.
- x) "Spill" means a direct or indirect discharge or deposit to the sewage works or the natural environment which is abnormal in quantity or quality in light of all circumstances of the discharge.
- y) "Standard Methods" means a procedure set out in "Standard Methods for the Examination of Water and Wastewater" published jointly by American Public Health Association, American Water Works Association, and the Water Environment Federation, 20th edition, as amended from time to time.
- aa) "Storm Sewer" means a sewer for the collection of and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any of them.
- bb) "Storm Water" means water from rainfall or other natural precipitation or from the melting of snow or ice.
- cc) "Suspended Solids" means solid matter in or on a liquid which matter is removable by filtering as defined in "Standard Methods".
- dd) "Uncontaminated Water" means potable water as supplied by the municipality or any other water to which no matter has been added as a consequence of its use, or to modify its use.
- ee) Fees By-law" means the Municipalities Fees By-law No. 19-2021, as amended or replaced from time to time.

Part 2 - Waste Water Services

2.1 Required connection to the Municipal Sewer

The Owner of a building located on land fronting a sanitary sewer main or on land abutting a street or alley through which access to a sanitary sewer main is available, shall connect the building to the sanitary sewer system of the Municipality.

2.2 Exemption from sewer servicing

The Owner of a building which is existing as of the date of this by-law, and which building is affected by this bylaw may be exempted from the connection requirement providing that the owner of the building pay to the Municipality or authorized agent the capital monthly sewer charge as detailed in the Fees Bylaw.

2.3 Sewer Connection/Alteration Permit

The Owner shall obtain a Sewer Connection/Alteration Permit (Plumbing Permit) prior to the installation, repair, renewal, removal, plugging, capping or disconnection of a sewer lateral or a sewer except where such a sewer connection has been specifically provided for and approved through the Municipalities Subdivision or Site Plan Approval process or Municipalities sewage works rehabilitation project.

2.4 Requirements for permit

Applicants for a Sewer Connection/Alteration Permit shall complete and submit the appropriate forms, provide the required drawings and information, and pay the stipulated fees or charges to the satisfaction of the Operating Authority. The installation or disconnection of a sewer lateral or a sewer shall not commence until a Sewer Connection/Alteration Permit is issued and all required payments have been made.

2.5 Process for a permit

Sewer Connection/Alteration Permit forms shall be available from the Municipal and are to be circulated to the Operating Authority along with any plans or drawings detailing the proposed connection, any other supporting information and required fees as noted in the appropriate Fees and Service Charges Bylaw. The Operating Authority shall review the proposed alteration/connection proposed and shall impose any condition that is deemed advisable and appropriate to ensure the integrity and safety of the sewage works. This includes the requirement to disconnect any non-municipal water supply discharging to the sewer and connect to the municipal water system in accordance with the terms of the Water Bylaw. The permit will then be returned to the Municipal Building Department where any noted conditions will be identified in writing forming part of the approved permit and said conditions shall be complied with.

2.6 Sewer Connection

Except as may otherwise be approved by the Operating Authority, no person shall connect a building to the sewage works until all required permits have been issued and all required inspection fees, permit costs, and other related costs have been paid in full.

2.7 Sewer Charges – Owner to pay

Charges for the use of sewer services as well as any work or services performed by the Operating Authority will be determined by the Operating Authority as indicated in the Fees Bylaw as amended from time to time and will be paid by the Owner.

2.8 Extensions and Connections

Extensions of and connections to the sewage works shall only be permitted where they conform to the Official Plan of the Municipality.

2.9 Capital Works

New sewer laterals and sewage works made in association with a capital works project of the Municipality shall be subject to the permit requirements of this by-law and to the charges and fees set out in applicable by-laws.

If an Owner requests an additional sewer service, it is at their risk and does not fetter the judgment of the Committee of Adjustment in consideration of such application for severance/development and the Owner shall pay the cost to install the additional service based on tender unit prices.

2.10 Sewer lateral stub replacements

As part of a sanitary sewer rehabilitation project, the Municipality shall renew sewer lateral stubs on public property at its expense and to its specifications when:

- a) piping is deemed by the Operating Authority to be beyond repair and
- b) replace the sewer lateral stub with a pipe of the same diameter.

Replacement piping shall conform to the specifications of the Municipality. If an Owner requests a larger pipe size, the Owner shall pay the difference in material and labour costs.

2.11 Installation – Municipal Specifications

All sanitary sewer pipes and sewer laterals located within Municipal property shall be

constructed according to the Municipal standards. All sewer laterals located on private property shall be constructed in accordance with the Ontario Building Code as revised from time to time and in accordance with good practices and shall be approved by the Chief Building Official. Where the Ontario Building Code is silent, the Municipal specifications shall be applied and shall prevail.

2.12 Installation inspection – by Municipality

All sewers and appurtenances installed, including those required by a Subdivision, Site Plan or Development Agreement must be approved by the Municipality or by persons authorized by the Municipality.

2.13 Installation – access for inspection

The Municipality and persons authorized by the Municipality for inspection shall be, at all times, entitled to enter upon any lands or any buildings for the purpose of examining pipes, connections and fixtures which are used in connection with the sewer service pipe and/or sewer lateral.

2.14 Installation – notification

Prior to backfilling a trench containing a sewer lateral or storm sewer lateral notification to the Municipality shall be provided.

2.15 Disconnection of service – temporary

When an Owner temporarily discontinues the use of a sewer lateral to a building, the Owner shall pay to the Municipality the monthly capital charge as indicated in the Fees Bylaw.

2.16 Disconnection of service – permanent

When an owner permanently discontinues the use of a sewer lateral to a building or buildings, the sewer lateral must be disconnected at the sanitary sewer and removed at the Owner's expense. All work must be inspected by the Operating Authority and the Owner shall pay for such inspection as required in the Fees Bylaw. Should the building remain, applicable monthly capital sewer charges will apply in accordance with the Fees Bylaw.

2.17 Multiple Sewer Laterals – prohibited

Only one sewer lateral per lot shall be permitted to connect to the sanitary sewer. In situations where a shared sewer lateral would result from a division of land the shared sewer lateral shall be eliminated and a separate sewer lateral from each lot to the sanitary sewer shall be installed at the Owner's expense. Notwithstanding the foregoing, where separate sewer laterals for each lot is impractical, the Owner shall create reciprocal easements for maintenance purposes over each lot.

2.18 Cross Connections – prohibited

No owner, occupant or person shall use or cause to be used or permit a cross connection to occur.

2.19 Connections – capacity

Connection of a building to a sewer is only permissible where in the sole opinion of the Operating Authority there is sufficient capacity in the sewage works for handling sewage from the building.

Part 3 - Operation and Maintenance

3.1 Maintenance of sewer lateral - Municipality

The sewer lateral stub located in the road allowance shall be maintained by the Municipality at the Municipality's expense providing that the property owner has installed a clean-out at property line and completed the initial maintenance (flushing or rodding) related to the obstruction. If subsequent flushing or rodding of a sewer lateral in the road allowance is required to remove an obstruction caused solely by a

structural defect in the sewer lateral stub, the Municipality shall be responsible for the cost of removing the obstruction providing that the use of the sewer is in conformance with **Section 4.1 Deposit or Discharge of Sewage**.

3.2 Maintenance of sewer lateral - Owner

Every Owner of a property to which sewer service is provided shall be responsible for the maintenance, repair and replacement of the sewer lateral from the building to the property line. Any and all structural defects of a sewer lateral shall be repaired by the Owner of the property being serviced. Should the Municipality become aware of any such structural defect, and upon written notification to the Owner, the said structural defect is not repaired with thirty (30) days of the date of the notification or within such time as the Operating Authority may deem necessary, then the Municipality may turn off the municipal water supply to the property.

The Municipality agrees to use reasonable diligence in providing a regular and uninterrupted sewer service, but does not guarantee a constant service and is not liable for damages to an Owner or Occupant caused by the breaking of any sewer, sewer lateral or a blockage of a sewer or sewer lateral. Where planned work on the sanitary sewer system is contemplated, the Operating Authority will make reasonable effort to provide two (2) days' notice, delivered to the lands affected, of the intention to disrupt or terminate service, save and except for emergency shut downs.

3.3 Unauthorized operation or interference – offence

No person, other than persons authorized by the Operating Authority for that purpose shall remove, tamper with or in any way interfere with any sanitary sewer or sewer lateral stub or appurtenances in the sanitary sewer system, nor tap off or make any connection to a sanitary sewer.

3.4 Work on the system

The Operating Authority shall perform all work having to do with the Municipal sanitary sewer system and with installation, repair, renewal or removal of the Municipal in-service sewer collection system. The Operating Authority may delegate to any person the authority to perform work on the sanitary sewer system, on conditions acceptable to the Operating Authority.

3.5 Shut off – repair

The Municipality shall have the right at any time and without notice to shut off the supply of municipal water to any building if, in the opinion of the Operating Authority, the sewer lateral located on the property is not being properly maintained, develops a significant leak, is structurally defective or permits significant infiltration or in any way compromises the integrity of the Municipal sewage system, and not restore the water service until such condition has been rectified to the satisfaction of the Operating Authority.

3.6 Damage to Sanitary Sewer System – Offence

No person shall break, damage, destroy, deface or tamper with, or cause or permit the breaking, damaging, destroying, defacing or tampering with any part of the sewage works.

3.7 Discharge to the Sewers

No person shall discharge sewage into the Municipal sewage works except in accordance with this By- law.

3.8 Unauthorized discharge sanitary sewer – offense

No person shall discharge or permit to be discharged anything other than sewage into a sanitary sewer.

3.9 Sanitary Sewer – Water not originating from the Municipal Water Supply

No person shall directly or indirectly discharge or cause or permit the discharge of sewage containing water originating from a source other than the Municipalities water

supply, into a sanitary sewer, municipal or private sewer connection to any sanitary sewer unless:

- a) The connection is for a residential commercial/industrial/institutional/multi-unit property in which the property does not have access to municipal water supply and the Owner has entered into a Sanitary Sewer Discharge Agreement which specifies the following:
 - i. Reason why the variance of this by-law is requested
 - ii. The method of determination of surcharge for additional sewage rates payable, as a result of engineering studies, in accordance with the Fees By-law or otherwise as may be necessary to compensate for any additional costs of operating and maintaining the sewage works.

3.10 Connections Prohibited – offense

No person shall directly or indirectly permit the connection of a rain water leader, storm water leader and/or ground water drainage system (sump pump) to the sanitary sewer system.

- a) For the purposes of this section:
 - 1) “directly” means by any physical connection or series of connections between rain water lead, storm water leader or ground water drainage system (sump pump) and the sanitary sewer system; and
 - 2) “indirectly” means in any manner whatsoever whereby Storm Water or Ground Water enters the Sewage Works, and for greater certainty includes any situation where open joints in underground Sewer Connections on private property permit Storm Water or Ground Water to infiltrate the Sewage Works

3.11 Owner – notice to perform

An owner or operator of an industrial, commercial, institutional or multi-residential building may be required, by written notice from the Operating Authority, to complete or perform one or more of the following activities addressing the discharge of storm water or sewage from the Owners land or building:

- d) To complete a study on storm water or sewage quality and / or quantity;
- e) To develop and implement a best management plan;
- f) To install and maintain a pre-treatment facility or holding tank on the premises so that the effluent will be reduced accordingly for any building discharging or proposing to discharge into the municipal sewage works effluent exceeding the strength, nature, quantity or quality parameters;
- g) To design, construct and maintain at his expense the pre-treatment facility or holding tank in accordance with good engineering practice and the requirements of the Municipality, and shall be constructed and maintained by the owner or occupant of the building or land at his or her expense.
- h) To install and maintain at the owners or occupants expense, devices to monitor sewage, uncontaminated water or storm water discharges and to submit to the Operating Authority regular reports regarding the quantity of discharges to the sewage works.

3.12 Owner – damage prevention

Every owner or operator of a commercial, industrial, or institutional premise from which large objects and/or material may directly or indirectly enter a sewer shall install and maintain a screen or grate device with openings no larger than 6.0 mm to prevent objects and/or materials from entering the sewer and possibly obstruct or restrict the flow in the sewage works or damage equipment at pumping stations and treatment facilities. Records or annual cleaning and maintenance of all such devices are to be retained by the Owner on site for review by the Operating Authority.

Part 4 - Control of Waste Discharges

4.1 Deposit or discharge of sewage - prohibited

No person shall discharge or deposit or cause or permit the discharge or deposit into land drainage works, private branch drains, or connections to any sanitary sewer, combined sewer, or any public sewage works, matter of type or at any temperature or in any quantity which in the opinion of the Manager of Public Works may be or may become harmful to the sewage works, or which may interfere with the proper operation of the sewage works, or which may impair or interfere with any sewage treatment process, or which may be or may become a hazard to persons, animals or property, and without limiting the generality of the foregoing, any of the following:

- a) Sewage volumes or matter whose daily discharge exceeds five percent (5%) of the annual average daily flow or loadings to the receiving WWTP component of the sanitary sewage works, unless otherwise approved in writing by the Public Works Manager.
- b) Sewage that may cause an offensive odour to emanate from a sewage works, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide other reduced sulphur compounds, amines or ammonia or sewage which due to its nature may cause offensive odours to be generated during the treatment process.
- c) Storm water, water from drainage of roofs or land or from watercourse, or an uncontaminated water;
- d) Sewage at a temperature greater than 65 degrees Celsius;
- e) Sewage containing pesticides;
- f) Sewage containing dyes or colouring materials which pass through a sewage works and discolour the sewage works effluent;
- g) Sewage having pH less than 6.0 or greater than 10.5 or which due to its nature or content, becomes less than 6.0 or greater than 10.5 within a sewage works;
- h) Flammable or explosive matter, and without limiting the generality of the foregoing, gasoline, benzene, naphtha, fuel oil, acetone or other solvents or sewage containing any of these in any quantity;
- i) Sewage which contains of two or more separate liquid layers;
- j) Sewage containing pathological waste, except that which is decontaminated prior to discharge or is otherwise approved by the Director of Environmental Services;
- k) Sewage containing animal waste, and without limiting the generality of the foregoing, sewage containing intestines, stomach casings, intestinal contents, hides, hooves, toenails, horns, bones, poultry heads, hair, wool, fur, feathers, paunch manure or fleshings in a quantity sufficient to interfere with the proper operation of the sewage works;
- l) Any garbage, except from approved garbage disposal units or grinders, or any food which has not been properly shredded so that all particles will be carried freely under flow conditions normally prevailing in public sewers;
- m) Sewage containing any quantity of matter capable of obstructing the flow in or interfering with the proper operation of any part of the sewage works, and without limiting the generality of the foregoing, any such quantity of ashes, cinders, sand, straw, mud, shavings, metal, glass, rags, feathers, plastic, wood or cellulose;
- n) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with sewage treatment or constitute a hazard to humans, animals, fish or fowl;
- o) Any waters or wastes containing substances of such character that unusual expenses or attention is required to handle such material at the sewage treatment plant;
- p) Any waters or wastes in excess of the quantity for which the receiving sanitary sewer was designed unless approved by the Director of Environmental Services;

- q) Any water or waste containing radioactive material unless prior approval has been obtained from the Atomic Energy Control Board of Canada and the Department of Health of the Province of Ontario.
- r) PCB waste, except where:
 - 1) the Person has a Certificate of Approval for a mobile site or PCB mobile waste disposal system issued under the Environmental Protection Act or where the Person is claiming exemption under a regulation and has demonstrated to the Public Works Manager that the conditions of the exemption are met;
 - 2) a copy of the most recent Certificate of Approval or Provisional Certificate of Approval and any amendments are provided to the Public Works Manager; and
 - 3) the Person has written approval from the Public Works Manager for the discharge of the PCB to the Sewage Works;
- s) Regardless of any limitations set forth in this by-law, any volume or quantity of matter which may cause the sewage treatment plant to exceed the limits within its current Certificate of Approvals as issued by the province of Ontario;
- t) Regardless of any limitations set forth in this bylaw, any volume or quantity of matter which may cause the discharged effluent from the sewage treatment plant to exceed any limits set forth by any regulatory body.
- u) Sewage containing any material that may have a detrimental effect on the private drain connection servicing the private property or the downstream municipal sewer such that there is a loss in structural capability-integrity and/or wall thickness of the sewer pipe.
- v) Sewage containing any of the following matter in excess of the concentrations indicated in Table 1:

Table 1 – Limits for Sanitary Sewers

PARAMETER	LIMIT
	(mg/L)
Aluminum, Total.....	50
Antimony, Total.....	5.0
Arsenic, Total	1.0
Barium, Total	5.0
Benzene	0.01
Biochemical Oxygen Demand	300
Cadmium, Total	0.7
Chloride	3000
Chloroform	0.04
Chromium, Total.....	5.0
Cobalt, Total	5.0
Copper, Total	3.0
Cyanide, Total	1.0
1,4-dichlorobenzene	0.08
Ethylbenzene	0.16
Fluoride.....	10
Iron, Total	50
Kjeldahl Nitrogen, Total	50
Lead, Total	2.0
Manganese, Total	5.0
Mercury	0.01
Methylene Chloride	0.21
Molybdenum, Total	5.0
Nickel, Total	3.0
Xylenes, Total.....	1.4
Phenolics (4AAP)	1.0
Phosphorus, Total.....	10
Selenium, Total	5.0
Silver, Total	5.0
Solvent Extractables- animal or vegetable in origin	100
Solvent Extractables- mineral or synthetic in origin	15
Sulphate.....	1500
Sulphides, Total	1.0
Suspended Solids, Total.....	300
1,1,2,2 - Tetrachloroethane	0.04
Tetrachloroethylene.....	0.05
Tin, Total	5.0
Toluene	0.27
Trichloroethylene	0.07
Zinc, Total	5.0

4.2 Termination of Privileges – emergency

The Operating Authority may terminate at its sole discretion privileges granted to discharge to the sewage treatment works by written notice at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, waters or the sewage works and the termination will be effective immediately.

4.3 Extra Strength Surcharge Agreement

The provisions of subsection 4.1 (v) related to Biochemical Oxygen Demand, Total Suspended Solids, Total Phosphorous and Total Kjeldahl Nitrogen do not apply to those parameters allowed by an Extra Strength Surcharge Agreement where the discharge is in accordance with an Extra Strength Agreement or expressly authorized in writing by the Operating Authority in accordance with this by-law prior to the discharge.

Part 5 - Discharge To Storm Sewers**5.1 Deposit or Discharge of Sewage - prohibited**

No person shall, directly or indirectly, discharge or deposit or cause or permit the discharge or deposit into or in any storm sewer or storm sewer lateral matter of any type which may:

- a) Interfere with the proper operation of a storm sewer;
- b) Obstruct or restrict a storm sewer or the flow therein;
- c) Damage the storm sewer;
- d) Result in any hazard or other adverse impact, to any person, animal, property, or vegetation;
- e) Impair or is likely to impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or watercourse;
- f) Contravene or result in the contravention of a certificate or provisional certificate of approval or order issued under the Ontario Water Resources Act or the Environmental Protection Act with respect to the storm sewer and or its discharge;
- g) Have one or more of the following characteristics:
 - i. Two or more separate layers;
 - ii. A pH less than 6.0 or greater than 9.0;
 - iii. A visible film, sheen or discolouration; or
 - iv. A temperature greater than 40 degrees Celsius.
- h) Contain one or more of the following:
 - i. Acute hazardous waste chemicals;
 - ii. Blowdown;
 - iii. Combustible liquids;
 - iv. Floating debris;
 - v. Fuel;
 - vi. Hauled sewage;
 - vii. Hauled waste;
 - viii. Hazardous industrial waste;
 - ix. Hazardous waste chemicals;

- x. Ignitable waste;
- xi. Pathological waste;
- xii. PCBs
- xiii. Pesticides;
- xiv. Reactive waste;
- xv. Severely toxic waste;
- xvi. Sewage;
- xvii. Waste radioactive prescribed substances;
- xviii. Waste disposal site leachate;
- xix. A substance from raw materials, intermediate or final materials, used or produced in, through or from an industrial process; or
- xx. A substance used in the operation or maintenance of an industrial site.
- i) Contain E. coli colonies in excess of 100 per 100 mL;
- j) Contain any of the following matter in excess of the concentrations

indicated in Table 2: Table 2 – Limits for Storm Sewers

PARAMETER	LIMIT
	(mg/L)
Arsenic, Total	0.2
Benzene	0.002
Biochemical Oxygen Demand	15
Cadmium, Total	0.008
Chloride	3000
Chloroform	0.002
Chromium, Total	0.08
Copper, Total	0.04
Cyanide, Total	0.02
Ethylbenzene	0.002
Lead, Total	0.12
Manganese, Total	1.0
Mercury	0.0004
Methylene Chloride	0.006
Nickel, Total	0.08
Phenolics (4AAP)	0.008
Selenium, Total	0.02
Silver, Total	0.12
1,1,2,2 - Tetrachloroethane	0.017
Tetrachloroethylene	0.004
Toluene	0.002
Trichloroethylene	0.007
Xylenes, Total	0.004
Zinc, Total	0.04

Part 6 - Prohibition of Dilution

6.1 Dilution – offense

No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of sewage into a sanitary sewer, storm sewer, sewer lateral or storm sewer lateral in circumstances where water has been added to the discharge for the purposes of dilution to achieve compliance with this By-law.

Part 7 - Extra-Strength Surcharge Agreements

7.1 Agreement

- a) The municipality may enter into an Agreement with any person respecting the discharge or deposit of sewage in excess of the limits set forth in this bylaw, upon such terms as the municipality may see fit to impose;
- b) Where an Agreement as provided in the previous paragraph is in place, the Public Works Manager may grant a permit to discharge or permit to discharge wastes in excess of the limits provided this Bylaw, provided that such permit shall stipulate the flow quantities and suspended solid levels, phosphorus and BOD₅ levels permitted to be discharged, which shall not exceed those set forth in the Agreement;
- c) Where an Agreement and a permit are in place, the owner or occupant of the premises may exceed the limits otherwise provided in this bylaw, in accordance with the Agreement and permit;

7.2 Billing

The holder of a permit shall pay twelve times per year on the last day of periods consisting of one (1) month, a surcharge of the cost of treating the over-strength wastes during said period. The surcharge shall be calculated in accordance with the special terms of an agreement signed under the terms of this Bylaw.

7.3 Sewage Flow Measurement

Any person obtaining a permit under this bylaw shall install a flow measuring, sampling and recording device satisfactory to the Public Works Manager and shall discharge all sewage through such device. In the event that any person does not install and maintain a device as stated above, the person shall pay a charge based upon the same number of cubic meters of sewage as the number of cubic meters of water supplied, as shown by the water meter or as may otherwise be supplied to the person. If the water is unmetered, the Public Works Manager shall determine an appropriate method to calculate the quantity of water supplied in any manner or method practicable and the quantity of water so determined shall be used in computing the applicable charges.

7.4 Deemed Compliant

A person who has entered into an Extra Strength Surcharge Agreement shall be deemed not to have contravened the provisions of Section 4 of this By-law with respect to those parameters specified in the agreement provided that all of the terms and conditions of the Extra Strength Surcharge Agreement are complied with, but in all other respects, this By-law shall continue to apply to the person's waste.

7.5 Sewage Service rates - Lien

In accordance with subsection 221(27) of the Municipal Act, the sewage service rate and the extra strength sewage surcharge rate is a lien and charge upon the land against which it is assessed and if any Owner and/or occupant of the land fails to pay the said rate on or before the due date, the amount unpaid may be collected by distress upon the goods and chattels of such Owner and/or occupant, or by action in any competent court and shall be charged against the property and collectable in the same way, as nearly as may be, as municipal taxes are collectable.

Part 8 - Sampling and Analysis**8.1 Access for Sampling - required**

The Owner or occupant of industrial, commercial or institutional premises with one or more connections to a sewage works shall install and maintain in good repair in each connection a suitable maintenance access hole to allow observation, sampling and measurement of the flow of sewage, uncontaminated water or storm water therein, provided that where installation of a maintenance access hole is not possible, an alternative device or facility may be substituted with the written approval of the Operating Authority.

8.2 Access for Sampling – location

The maintenance access hole or alternative device shall be located on the property of the premises, as close to the property line as possible, unless the Operating Authority has issued written approval for an alternate location.

8.3 Access for Sampling – standards

Each maintenance access hole, device or facility installed as required by subsection 8.1 shall be designed and constructed in accordance with good engineering practice and the requirements of the municipal standard, as established by the Municipality from time to time, and shall be constructed and maintained by the Owner or occupant of the premises at his expense.

8.4 Access – unrestricted

The Owner or occupant of the commercial, institutional or industrial premises shall at all times ensure that every maintenance access hole, alternative device or facility installed as required by subsection 8.1 is accessible to the Operating Authority for purposes of maintaining, observing, sampling and flow measurement of the sewage, uncontaminated water or storm water therein.

8.5 Sampling – standards

The sampling and analysis required by this By-law shall be carried out in accordance with the procedures, modified or unmodified, as described in Standard Methods or the “Guidance Document for the Sampling and Analysis of Wastewater for the 1999 Model Sewer Use By-law”.

8.6 Compliance Programs

Compliance or non-compliance with this By-law may be determined by the analysis of a grab sample or a composite sample done in accordance with Standard Methods and may contain additives for its preservation and may be collected manually or by using an automatic sampling device. For the purpose of this bylaw, the strengths of the wastes shall be deemed to be determined by tests conducted or authorized by the Director of Environmental Services.

Part 9 - Spills**9.1 Notification**

In the event of a spill to a sewage or storm works, the person responsible and/or the person having the charge, management and control of the spill shall immediately notify the Ontario Spills Action Centre, the Municipality and the Operating Authority and provide the following information:

- a) Company name and address and location of the spill;
- b) Date, time and duration of the spill event;
- c) Complete description of the spill, including type and volume of material discharged and any associated hazards as would be outlined on a MSDS;
- d) A copy of the MSDS for the spilled material if available;
- e) Details of clean up actions that have been initiated including actions taken to prevent the material from leaving the property, and the name(s) of any contractors that may be on site assisting with clean up;
- f) If spilled material is being vacuumed or captured by another method, the destination of the captured material;
- g) Agencies notified of the spill and corresponding notification times;
- h) Name and phone number of the person reporting the spill and location where that person can be reached;
- i) Name and phone number of the person in charge of cleaning up the spill and location where that person can be reached.

9.2 Reporting – requirement

The person reporting the spill shall provide a written report containing the above information with respect to the spill to be received by the Operating Authority within 5 days after the spill. The written report shall also include the following:

- a) Detailed description of clean-up procedures on or off the property including dates, times and a list of the names of any contracted assistance utilized during the clean-up;
- b) Weather conditions at the time of the spill and clean-up;
- c) Corrective actions to prevent a similar occurrence in the future.

9.3 Corrective Action

- a) The person responsible for the spill and / or the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.
- b) If a person fails to comply with 9.3(a), they shall be given notice in writing from the Public Works Manager indicating the particulars of the contravention, the location, required action to repair or restore and a specific time wherein compliance must be achieved. If the required action is not completed within the specified time frame, the Municipality may do the work or arrange for the work to be done and may recover all expenses, including administrative fees, from the person by action, or collect them in the same manner as municipal taxes.

9.4 Costs

All costs incurred by the Municipality as a result of such discharge shall be borne by the person responsible for the spill.

Part 10 - Grease/Sediment Interceptors**10.1 Interceptors for oil and grease - required**

Every Owner or occupant of a restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, which premises is connected directly or indirectly to a sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the sewer and, without limiting its generality, shall install, operate and properly maintain a grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer.

10.2 Interceptors for oil and lubricating grease - required

Every Owner or occupant of a commercial, industrial or institutional premise at which floor drains of a service garage are connected directly or indirectly to a sewer shall install and maintain an oil interceptor designed to prevent motor oil and lubricating

grease from passing into drainage piping which is connected directly or indirectly to a sewer.

10.3 Interceptors for sediment - required

Every Owner or occupant of a commercial, industrial or institutional premises from which sediment may directly or indirectly enter a sewer, including, but not limited to premises using ramp drains or area drains, and car and vehicle washing establishments shall take all necessary measures to ensure that such sediment is prevented from entering the sewer.

10.4 Interceptors - maintenance and inspection required

Every grease interceptor and sediment interceptor shall be installed, operated and maintained in accordance with the manufacturer's instructions, and shall be inspected and cleaned frequently to ensure that it is operating effectively.

10.5 Interceptors – records required

Owners or occupants of premises having grease or sediment interceptors shall keep a record of interceptors maintenance including the date(s) on which cleaning / maintenance occurred, the person or contractor responsible, and the method and destination of waste disposal, and upon request these records shall be made available to the Municipality.

Part 11 - Inspection and access to property

11.1 Inspection powers

The Operating Authority or any person designated by it as inspector for purposes of this by-law may, at reasonable times enter onto any land on which the Municipality supplies sewer services for the following purposes:

- a) to inspect, repair, alter, or disconnect the sewer lateral or storm sewer lateral, machinery, equipment and other works used to supply sewer services to the building or land;
- b) to inspect, install, repair, replace or alter any related metering equipment;
- c) to inspect the discharge of any matter into the sewage system of the Municipality or into any other sewage system the contents of which ultimately empty into the municipal sewage system and may conduct tests, measure flow and take samples for this purpose; or
- d) to investigate or determine if this by-law, an order, or condition to any permit or agreement is being complied with.

11.2 Reduce supply of water

For the purpose of carrying out an installation, inspection, repair, disconnection or other work the Municipality may shut off or reduce the supply of water to any building or land.

11.3 Access to dwellings

An inspector shall not enter a place being used as a dwelling unless:

- 11.3.1 the consent of the occupier is first obtained, ensuring the occupier is first advised that entry may be denied and in such circumstance, entry can only occur thereafter under authority of a warrant;
- 11.3.2 a warrant under section 158 of the Provincial Offences Act is obtained;
- 11.3.3 the delay necessary to obtain a warrant or the consent of the occupier would result in the immediate danger to the health or safety of any person; or
- 11.3.4 the entry is for the purpose of section 4.1 and the notice provisions of this by-law have been complied with.

11.4 Entry on land – notice requirements

Whenever an inspector exercises a power of entry pursuant to this By-law, the inspector shall:

- 11.4.1 provide reasonable notice of the proposed entry to the occupier of the land by personal service or prepaid mail or by posting the notice on the land in a conspicuous place for three consecutive days prior to entry;
- 11.4.2 where the proposed entry is an inspection to determine compliance with this By-law the inspector must provide reasonable notice by means of personal service only;
- 11.4.3 in so far as is practicable, restore the land to its original condition where any damage is caused by the inspection; and
- 11.4.4 provide compensation for any damage caused and not remedied.

11.5 Municipality expenses

All costs incurred by the Municipality to perform work required by this by-law shall be charged to the Owner of the property where such work is performed and shall be collected according to law, and until paid, such cost shall remain a lien on such property, and may also be collected in the like manner as taxes. The Municipality shall not be held responsible for the cost of restoration.

11.6 Access – industrial-commercial property

The Operating Authority or any person designated by it as inspector for purposes of this by-law may upon production of his or her identification enter any industrial or commercial building or land on which the Municipality supplies sewer services for the following purposes:

- 11.6.1 to inspect, repair, alter, or disconnect the sewer lateral or storm sewer lateral, machinery, equipment and other works used to supply sewer services to the building or land;
- 11.6.2 to inspect, install, repair, replace or alter any related metering equipment;

- 11.6.3 to inspect the discharge of any matter into the sewage system of the Municipality or into any other sewage system the contents of which ultimately empty into the municipal sewage system and may conduct tests, measure flow and take samples for this purpose; or
- 11.6.4 to investigate or determine if this by-law, and order, or condition to any permit or agreement is being complied with.

Part 12 - Prohibition

12.1 Prohibitions under this by-law

No person shall:

- a) contravene any provision of this by-law or agreement or any order or notice issued pursuant to this by-law;
- b) hinder or interrupt, or cause or procure to be hindered or interrupted, the corporation or any of its officers, contractors, agents, servants or workers, in the exercise of any of the power conferred by this by-law;
- c) discharge or permit to be discharged anything other than sewage into a sanitary sewer;
- d) discharge or permit to be discharged anything other than sewage into a combined sewer;
- e) deposit or discharge any injurious or offensive matter into the sewage that is not in compliance with this By-law or objects or material that will impede or obstruct the collection or flow of sewage in the sewers;
- f) alter any meter placed upon any service pipe or connected therewith, within or without any building or other place, so as to lessen or alter the amount of water registered.

Part 13 - Enforcement

13.1 Fine – for contravention

Any person who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the *Provincial Offences Act*.

13.2 Continuation – repetition – prohibited – by order

The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

13.3 Offence – additional – damage to sewage works

Every person who, by act, default, neglect or omission occasions any loss, damage or injury to the sewage works, or to any sewer works plant, machinery, fitting or appurtenance thereof is liable to the Municipality for all damages caused.

13.4 Offence – additional – willful damage

Every person who damages or causes or permits to be damaged any meter, sewer lateral, conduit, wire, rod or fitting belonging to the Municipality or impairs or causes or permits the same to be altered or impaired, so that the meter indicates less than the actual amount of the material that passes through it, is guilty of an offence and on conviction is liable to a fine, to the use of the Municipality, and for any expenses of repairing or replacing the meter, sewer lateral, conduit, wire, rod or fitting all of which is recoverable under the *Provincial Offences Act*.

13.5 Offence – additional – injuring sewage works

Every person who removes, destroys, damages, alters or in any way injures any sewage works, conduit, wire, or other apparatus or thing belonging to the Municipality is guilty of an offence and on conviction is liable to a fine, to the use of the Municipality, and is also liable for all damages occasioned thereby, which are recoverable under the *Provincial Offences Act*.

Part 14 - Offences – fines**14.1 Offence - person**

Every person, other than a corporation, who contravenes any provision of Section 4, Section 5, or Section 6 of this By-law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than \$10,000.00 for the first offence and \$20,000.00 for any subsequent conviction.

14.2 Offence - corporation

Every corporation that contravenes any provision of Section 4, Section 5, or Section 6 of the By-law and every officer or director of a corporation that concurs in such contravention is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than \$50,000.00 for the first offence and \$100,000.00 for any subsequent conviction.

14.3 Offence – person

Every person who contravenes any provision of any other section of this By-law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than \$5000.00., by act, default, neglect or omission occasions any loss, damage or injury to the sewage works, or to any sewer works plant, machinery, fitting or appurtenance thereof is liable to the Municipality for all damages caused.

Part 15 - Severability

Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended

Every person shall comply with any Order or Notice issued under the authority of this bylaw.

Part 16 - Effective Date

This By-law shall come into force and take effect on May 18, 2021.

Read a FIRST, SECOND and THIRD time and FINALLY PASSED May 18, 2021.

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF LUCAN
BIDDULPH BYLAW No. 39-2021: SEWER WORKS**

PART 1 PROVINCIAL OFFENCES ACT

Item	Short Form Wording	Provision creating or defining offence	Set Fine
1	Discharge/deposit/cause/permit the discharge or deposit of Matter into a Sanitary Sewer or into a Connection to a Sanitary Sewer where to do so may cause/result in an obstruction or restriction to the flow in the sewage works.	4.1(m)	\$250.00
2	Connect/permit the connection of a Rain Water Leader/Storm Water Leader/Ground Water Drainage System to the sanitary sewer.	3.10	\$250.00
3	Discharge/deposit/cause/permit the discharge or deposit of any Matter of any type which may contain hauled sewage into any storm sewer system or storm sewer lateral.	5.1(h)(vi)	\$250.00
4	Discharge/deposit/cause/permit the discharge or deposit of any Matter of any type which may contain hauled waste into any storm sewer system or storm sewer lateral.	5.1(h)(vii)	\$250.00
5	Discharge/deposit/cause/permit the discharge or deposit of Matter of any type which may contain sewage into any storm sewer system or storm sewer lateral.	5.1(h)(xvi)	\$250.00
6	Discharge/deposit/cause/permit the discharge or deposit of Matter of any type which may contain contaminants from raw material, intermediate product, finished product, by-product, or waste product of an industrial process into any storm sewer system or storm sewer lateral.	5.1(h)(xix)	\$250.00

7	Discharge/deposit/cause/permit the discharge or deposit of Sewage into a Sanitary Sewer/Storm Sewer/Combined Sewer/Municipal Sewer Connection/Multiple Municipal Sewer Connection where water has been added to the discharge for the purposes of dilution to achieve compliance with Part 4 or Part 5.	6.1	\$250.00
8	Fail to immediately notify the Township of Lucan Biddulph of a spill and provide any information with respect to the spill as requested.	9.1	\$250.00
9	Fail to complete any work the Municipality may require to mitigate the spill	9.3 (b)	\$250.00

The general penalty provision for the offences listed above is section 15 of Bylaw xx-2021 a certified copy of which has been filed and Section 61 of the *Provincial Offences Act*, R.S.O. 1990, Chapter P 33

TOWNSHIP OF LUCAN BIDDULPH

BY-LAW NO. 206-2021
BEING A BY-LAW TO AMEND THE TOWNSHIP OF
LUCAN BIDDULPH COMPREHENSIVE ZONING
BY-LAW NO. 100-2003

2219260 Ontario Inc. (Vito Campanale)

Block 103, Plan 33M739

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. 3 to the Township of Lucan Biddulph Comprehensive Zoning By-law No. 100-2003 is hereby amended by changing from the Residential Third Density Exception – Holding (R3-6-H) Zone to the Residential Third Density Exception (R3-6) Zone for those lands outlined in heavy solid lines and described as **R3-6** on Schedule "A" attached hereto and forming part of this By-law, legally described as Part of Block 103, Plan 33M739, Township of Lucan Biddulph, in the County of Middlesex.
- 2. **THAT** this by-law comes into force and takes effect upon the day of passing in accordance with the provisions of Section 34 of the Planning Act, R.S.O 1990, c. P.13.

READ A FIRST TIME AND PASSED, READ A SECOND TIME AND PASSED AND READ A THIRD TIME AND PASSED THIS 18th DAY OF MAY, 2021.

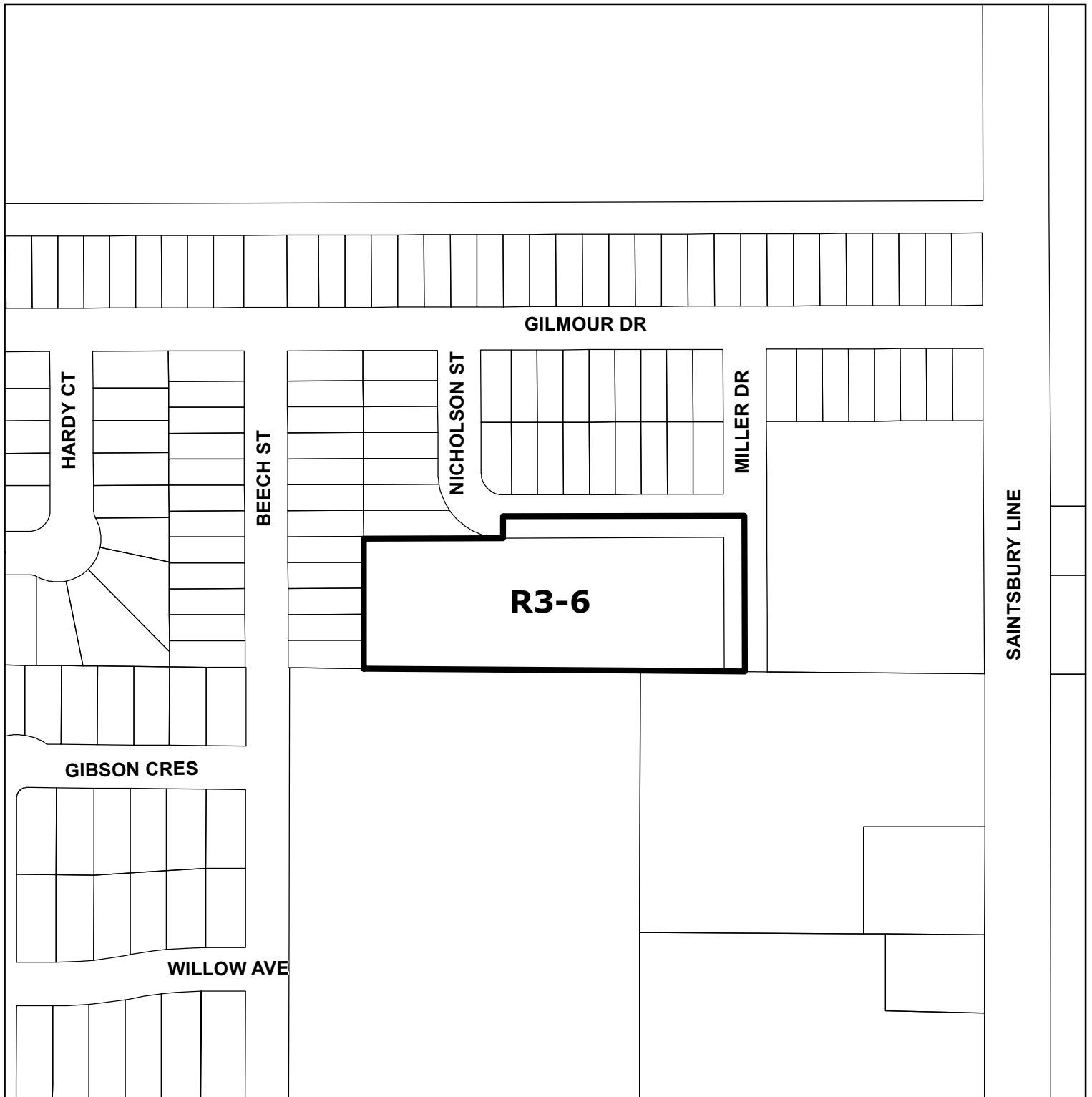
MAYOR

CLERK

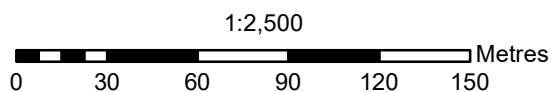
SCHEDULE "A"



Township of LUCAN BIDDULPH



THIS IS SCHEDULE "A" TO BY-LAW No. 206-2020
 PASSED THIS 18th DAY OF May, 2021.



Township of Lucan Biddulph

BY-LAW NO. 40-2021

**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 May 18, 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 May 18, 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 May 18, 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
May 18, 2021.

MAYOR

CLERK