



LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, MAY 19, 2020 6:30 PM
Lucan Biddulph Township Office
270 Main Street P.O. Box 190 Lucan, ON

AGENDA

MEETING TO BE HELD ELECTRONICALLY. THE MEETING WILL BE AVAILABLE AS FOLLOWS AT 6:30 P.M. ON MAY 19, 2020

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. In-Camera Session

4. Petitions & Delegations

5. Adoption of Minutes

[Council Minutes - May 5 2020](#)

6. Business Arising From the Minutes

[BA May 19 2020](#)

7. Communications Reports

a. Balance of Communications:

- i. [Middlesex County Media Release - May 13 2020](#)
- ii. [Middlesex County Letter to MPPS - drainage act issues](#)
- iii. [Town of Oakville - Rent Relief Advocacy Letter](#)
- iv. [Resolution - Town of Grimsby -Support for Commercial Rent Assistance Program](#)

- v. [Support Resolution Township of Montague - re Town of Midland request for federal government funding to forgive tax payments](#)
- vi. [AMO Watchfile May 7](#) [AMO Watchfile May 14](#)

8. Committee Reports

- a) CEDC
- b) Bluewater Recycling
- c) Lake Huron
- d) Fire Boards
 - i) [Lucan Biddulph Fireboard Minutes - March 05 2020](#)
 - ii) [Biddulph Blanshard Fireboard Minutes May 13 2020](#)
- e) ABCA
- f) UTRCA
- g) Parks & Recreation
- h) Canada Day

9. Staff Reports

- a) CAO/Clerks Office
- b) Building/By-law Enforcement
- c) Finance
 - [FIN-08-2020 - COVID-19 Financial Impact update #1](#)
- d) Planning
- e) Public Works
 - [PW-13-2020 - Stumpf Drain](#)
 - [PW-14-2020 - 2020 Asphalt Tender](#)
 - [PW-15-2020 - Frank Street update](#)
- f) Parks & Recreation
- g) Economic Development

10. Councillor's Comments

11. Changes to Budget

12. Notice of Motions

13. Motions and Accounts

[Motions May 19 2020](#)

14. By-laws

[19-2020 Execution of Subdivision Agr - 2647076 Ontario Inc \(Phase 4 Olde Clover Village\)](#)

[20-2020 Execution of Agreement -Nagle Drive water main](#)

[21-2020 Confirming](#)

15. Adjournment

The Corporation of the Township of Lucan Biddulph Council Minutes

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

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

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 6:30 pm. The meeting took place electronically with the Mayor and CAO/Clerk in attendance at the Township office and all other attendees via electronic participation.

Declaration of Pecuniary Interest & Nature Thereof

None

Announcements

Mayor C. Burghardt-Jesson opened the meeting by announcing yesterday was International Firefighter Day and it is dedicated to honouring Saint Florian, a symbolic saint of firefighting. Lucan Biddulph is fortunate to be served by two volunteer firefighter departments. The Mayor thanked all the volunteer fire fighters for their service. She further noted this week marks the 25th anniversary of Emergency Preparedness Week and all week long the Emergency management team from Middlesex County is sharing helpful tips to remind us all how we can be better prepared for emergencies. Mayor C. Burghardt-Jesson also noted this week is also mental health week and in Lucan Biddulph we are all keenly aware of how important it is to look after our mental health. She further reminded residents during this time of quarantine to always look out for your neighbours, friends, co-workers and family and offer support where needed.

Delegations

Lucas Egli from Jacobs attended, virtually via Zoom, to present two reports regarding inspections performed to our Municipal Water System. Mr. Egli highlighted a few items from the 2019 Summary Report including modifications and maintenance done to the system, one water main break, assumed sections of water main, lead sampling results, no non-compliance issues and daily average flows. Mr. Egli noted that average daily flows were slightly less than the previous couple of years which is good news. Mr. Egli then reviewed the Drinking Water Quality Management System 2019 Annual Report. Discussion took place regarding the water main break that happened last year on William Street and the possibility of any additional strain on our water system at this time. Mr. Egli advised that regular testing is continuing, guidelines and procedures are being following and our system continues to work well within our limits presently.

1/ Lucan Biddulph Water Distribution Annual Report

Moved by A. Westman

Seconded by D. Regan

That the Township of Lucan Biddulph accepts the Lucan Biddulph Water Distribution System Annual and Summary Reports for 2019, as presented.

CARRIED

Adoption of Minutes**2/ Minutes**

Moved by D. Regan

Seconded by P. Mastorakos

That the regular council minutes of April 21, 2020 be approved as circulated.

CARRIED

Business Arising

Mayor C. Burghardt-Jesson announced all items are ongoing at this time.

Communications Reports

R. Reymer commented on the "Framework for Reopening our Province" document noting it will be a phased in approach and a consistent decline in COVID-19 confirmed cases will need to happen before the Ontario Premier starts to re-open the economy. R. Reymer further noted discussion has been taking place between the CAO's across Middlesex County and lower-tier municipalities will be trying to remain consistent with re-opening of offices and facilities.

Committee Reports**CEDC**

L. deBoer advised Baconfest 2020 has been cancelled and that an in-person ticket refund procedure has been established for concert ticket holders or vendor registration fees that were purchased via cash. Refunds will be available at the Lions Active Living Centre location in the Community Centre on Wednesday, May 20th from 5-7pm and Saturday, May 23rd from 10-1pm.

Lake Huron Water Supply

Mayor C. Burghardt-Jesson advised the next meeting does not take place until June, however there are a number of repairs beginning to take place on the pipeline and anyone who is interested in the location can refer to the Lake Huron Water System website for further information.

ABCA and UTRCA

A Westman advised that electronic meetings have taken place for both conservation authorities and most conversations for both were regarding the current lockdown, and revenue flows that are no longer taking place. He advised there is some hope that later this summer the Conservation Authorities will be able to open walking trails.

Staff Reports**CAO/Clerk**

R. Reymer reviewed report no. CAO-08-2020 regarding monthly updates from the CAO/Clerk's department. He noted construction has re-started at our Industrial Park development which is nice to see for those businesses currently building. R. Reymer welcomed Ms. Maggie Smith as our new full-time receptionist.

T. Merner advised the AMO 2020 Conference has been cancelled and changed to a virtual conference platform. Any council members wishing to cancel their registration fees were asked to advise T. Merner.

Finance

K. Langendyk advised report no. FIN-07-2020 is included for information purposes and explains the costs savings benefited from the hedging program we participate in for Hydro with LAS. K. Langendyk further advised she is working on numbers regarding financial impact from COVID-19 and should have a report available at the next meeting.

Parks & Recreation

P. Smith advised the province has implemented public health guidelines for community gardens to follow. He further advised that the greenhouse and shed will be closed and participants will be asked to use their own tools.

Economic Development

L. deBoer advised we are working on signage for local businesses and floor stickers to help assist with businesses re-opening. She further noted we are working on new promotions and campaigns to help support our local businesses.

Public Works

R. Reymer gave an update on the Nagle Drive project and advised Mr. Little is currently speaking with a resident in relation to this project and staff are working to get all 12 signatures required from the residents water main agreement. He further noted the contractor is ready to go once this agreement is signed. J. Little returned to the meeting and explained some concerns of the residents regarding a clause included in the agreement pertaining to additional costs incurred, if any. J. Little further advised the clause is included to protect the municipality and further that a lot of true estimates have been completed and he is confident in the cost estimates provided.

J. Little provided a further update from his department including reminder of the large item spring clean-up taking place May 8th and 9th and green-waste bins remain at the public works shop and in Granton until later this month. J. Little further advised hanging baskets and planters can be added in Clandeboye however additional costs will need to be considered and added to the 2021 budget discussions. J. Little further advised the Heenan Drain study has been completed and forwarded onto the Ministry and this was a requirement as one of the first studies to be completed regarding expansion to the Lucan Waste Water Treatment Plant.

Councillor's Comments

Discussion took place regarding the community centre phase 2 project and status of the grant funding application. Mayor C. Burghardt-Jesson advised she spoke with MPP Monte McNaughton recently and he advised the application is still moving forward in the process as planned and we should hear something later this summer.

Councillor P. Mastorakos advised he has put his name forth for nomination to the AMO Board of Directors for Rural Caucus Director for the 2020-2022 term. He further noted there is potential for costs to the Township, however he plans to align travel time and arrangements with his business therefore no additional costs would be incurred by the Township. Councillor P. Mastorakos further advised he hopes to gain best practices knowledge and share successes of our Township with others and requested council support of his nomination.

Discussion took place regarding our local food bank and how residents can continue to support. Mayor C. Burghardt-Jesson advised a local food drive is in the process of being scheduled for the 2nd week in June and local municipalities are staggering food drive's as space is limited at the Ailsa Craig food bank location.

Mayor C. Burghardt-Jesson reminded council of the virtual County of Middlesex Warden and CAO meeting that will be taking place this coming Thursday to replace their annual visits to each lower-tier municipality. All municipalities have been invited to attend and it will be a great opportunity to hear from senior staff members at the County as well.

Motions**3/ Nagle Drive water main project**

Moved by P. Mastorakos

Seconded by D. Regan

RESOLVED that Council award the tender for the Nagle Drive Water main extension to GW-EX Inc. in the amount of \$439,284.00 plus HST subject to the submission of a fully executed legal agreement by all parties.

CARRIED

4/ AMO Board of Direction Nomination support

Moved by D. Manders

Seconded by A. Westman

That the Council of the Township of Lucan Biddulph supports the nomination of Councillor Peter Mastorakos for the position of Rural Caucus Director for the 2020-2022 AMO Board of Directors.

CARRIED

5/ Confirming

Moved by A. Westman

Seconded by P. Mastorakos

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:

- 17-2020 Execution of Development Agreement (1525020 Ontario Inc.)
- 18-2020 Confirming By-law

CARRIED

6/ Adjournment

Moved by A. Westman

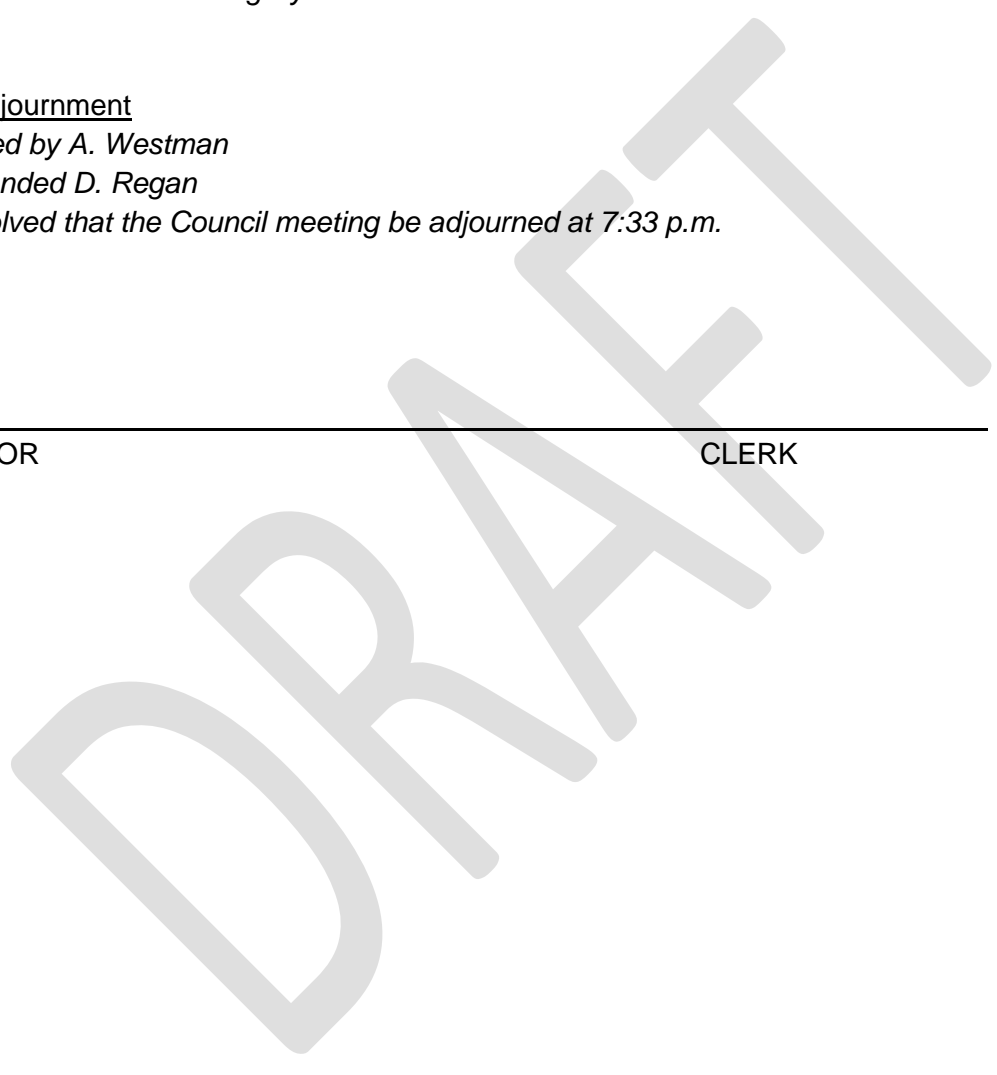
Seconded D. Regan

Resolved that the Council meeting be adjourned at 7:33 p.m.

CARRIED

MAYOR

CLERK



Business Arising – Minutes of May 5, 2020

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

Previous Meetings

Discussion Item	Minutes Action	Follow-up	Date to be Completed/or Update on Status
Frank Street Construction	possible delay of capital project	Staff to provide update	Ongoing
Industrial Park Phase 2 lands	Ensure enough land retained surrounding Sewage Treatment Plant for future expansions and setback requirements	Staff to develop a plan moving forward	ongoing
Feasibility Report – Phase 2 Community Centre Project	Campaign Coaches provided report regarding feasibility study conducted	Staff to provide report with recommendation	ongoing
Feral Cats	Consider options for regulating cats	Staff to consult with surrounding municipalities and provide report to council with options for consideration	ongoing
Future Development Lands	Proceed with comprehensive review	Staff to provide updates	ongoing
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	Spring 2020
Nagle Drive	Consult with legal counsel and Nagle Drive residents regarding an Agreement	Staff to provide update on status of Agreement and project moving forward	May 2020



Media Release

FOR IMMEDIATE RELEASE

Contacts: Bill Rayburn, CAO Middlesex County
Email: cao@mdlsx.ca
Date: May 13, 2020

THAMES VALLEY JOINS CORPORATE AND MUNICIPAL PARTNERS TO EXPAND WI-FI ACCESS

A unique and exciting collaboration is taking place between the Thames Valley District School Board, the County of Elgin, the County of Middlesex, and technology company Cisco Canada to make wireless Internet more accessible to rural families and staff during the pandemic.

The Thames Valley District School Board has been expanding their efforts in recent weeks to ensure that all students are able to participate in online learning. This has occurred through the distribution of over 600 wireless enabled devices for those that are not able to access internet at home while school closures continue across the Province.

However, a digital disconnect between urban and rural communities still exists. Rural area families are faced with the problem of weakened or unreliable wireless signals, and others are limited to certain Internet bandwidth each month due to high costs.

Effective today, this partnership is helping to bridge this digital divide in internet accessibility for Middlesex County residents. Cisco Canada is providing hardware to boost Wi-Fi signals outside of both schools and municipal buildings. Residents can connect free of charge and no passwords are needed.

“This is an excellent partnership and opportunity to showcase to our collective communities how well our public organizations can work together in effort to close the growing digital divide for our rural residents and children,” says Middlesex County Warden, Cathy Burghardt-Jesson. “It is important to support our children as best we can given the unique challenges we are facing today. We all know how important it is to have access to the internet, now more than ever. Through this collaborative initiative, we will continue to work together to find new and creative ways to provide access to the internet so that our children have a better opportunity to learn and grow”.

Locations are currently being finalized but include 10 public libraries in Middlesex County, 10 public libraries in Elgin, 14 public libraries in Oxford, and may include other municipal buildings. More information about Wi-Fi locations will be posted on county and school board websites.

The following list of Middlesex County libraries are currently included as Wi-Fi locations with Cisco Canada hardware:

- Ailsa Craig Library, 147 Main Street, Ailsa Craig
- Coldstream Library, 10227 Ilderton Road, Coldstream
- Delaware Library, 29 Young Street, Delaware
- Ilderton Library, 40 Heritage Drive, Ilderton
- Komoka Library, 1 Tunks Lane, Komoka
- Melbourne Library, 6570 Longwoods Road, Melbourne
- Mt Brydges Library, 22501 Adelaide Road, Mt. Brydges
- Parkhill Library, 229 B Main Street, Parkhill
- Thorndale Library, 21790 Fairview Road, Thorndale
- Wardsville Library, 21935 Hagerty Road, Wardsville

Additionally, all 15 Middlesex County libraries are Wi-Fi accessible to the public from outside the building while libraries remain closed. Please see below for a full list of Middlesex County library locations:

- Ailsa Craig Library, 147 Main Street, Ailsa Craig
- Coldstream Library, 10227 Ilderton Road, Coldstream
- Delaware Library, 29 Young Street, Delaware
- Dorchester Library, 2123 Dorchester Road, Dorchester
- Glencoe Library, 123 McKellar Street, Glencoe
- Ilderton Library, 40 Heritage Drive, Ilderton
- Komoka Library, 1 Tunks Lane, Komoka
- Lucan Library, 270 Main Street, Lucan
- Melbourne Library, 6570 Longwoods Road, Melbourne
- Mt Brydges Library, 22501 Adelaide Road, Mt. Brydges
- Newbury Library, 22894 Hagerty Road, Newbury
- Parkhill Library, 229 B Main Street, Parkhill
- Strathroy Library, 34 Frank Street, Strathroy
- Thorndale Library, 21790 Fairview Road, Thorndale
- Wardsville Library, 21935 Hagerty Road, Wardsville

Middlesex County is grateful for the efforts of all partners who helped make this collaboration possible in order to provide all children with equal learning opportunities.

- END -



Office of the County Engineer
399 Ridout Street North, London, Ontario, N6A 2P1
ctraini@middlesex.ca
519-434-7321

May 7, 2020

Mr. Jeff Yurek, MPP
Elgin-Middlesex-London
750 Talbot Street, Suite 201
St. Thomas, ON N5P 1E2
jeff.yurekco@pc.ola.org

Mr. Monte McNaughton, MPP
Lambton-Kent-Middlesex
81 Front Street West
Strathroy, ON N7G 1X6
monte.mcnaughtonco@pc.ola.org

Dear Jeff and Monte:

Municipalities across the province are coping with the reality of the COVID-19 pandemic. We are all doing our part to protect our citizens and employees by practicing good hygiene and social distancing. Many of our council meetings are being held electronically while still allowing for public participation in the process.

The government of Ontario should be complimented for their timely response to the COVID-19 pandemic and the rapid enactment of legislation to assist municipalities to be able to continue to provide essential services while reducing the need to physically interact with the public. Changes to several key pieces of legislation, including the Planning Act, are allowing for municipalities to continue moving forward with approval processes so that when business returns to normal these projects can move forward without delay.

Unfortunately, one key piece of legislation was overlooked. Municipal drains are of critical importance in rural Ontario and the viability of agriculture across the province. The Drainage Act provides guidance and regulation to municipalities for the design and construction of municipal drains that includes a robust public consultation process. Under the current regulations several public meetings are required and there are no provisions for the use of technology to avoid bringing groups of people together for these meetings. The inability of municipalities to hold these meetings will make it virtually impossible for any drainage projects to be constructed in 2020 creating significant hardship to farmers and other residents of rural Ontario.

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Mr. Jeff Yurek, MPP
Elgin-Middlesex-London

Mr. Monte McNaughton, MPP
Lambton-Kent-Middlesex

We would urge you to work with the Minister of Agriculture, Food and Rural Affairs to enact changes to the Drainage Act to permit the municipal drain process to proceed with modified public consultation during the COVID-19 pandemic.

If you have any questions or would like more specific information about this concern, please contact the undersigned.

Sincerely



Chris Traini, P. Eng
County Engineer
/kb

Copy to:
Tim Brook, Ministry of Agriculture, Food and Rural Affairs
3rd Floor, 1 Stone Road West
Guelph, ON N1G 4Y2
Phone: (519) 766-3651
E-mail: timothy.brook@ontario.ca

Sid Vander Veen, Secretary Treasurer & Convention Coordinator
56 Main Street W., Box 356
Drayton, ON N0G 1P0
Phone: (519) 577-5335
E-mail: lico.secretary@cyg.net

From: Mayor Rob Burton <Mayor@oakville.ca>
Sent: Monday, May 11, 2020 1:23 PM
To: Mayor Rob Burton <Mayor@oakville.ca>
Subject: Rent Relief Advocacy Letter - Town of Oakville

Good afternoon,

Attached is an advocacy letter that I recently sent to the Federal and Provincial Finance Ministers along with our local MPs and MPPs. The letter advocates for changes to the Canada Emergency Commercial Rent Assistance program based on feedback from the business community and our local BIAs.

I am hopeful that, with support and more letters from Heads of Councils across Ontario, the Federal and Provincial governments will make the necessary changes and update the CECRA program.

Please feel free contact me if you have any questions or suggestions and thank you for your support.

Sincerely,

Mayor Burton

Mayor Rob Burton, BA, MS
Head of Council & CEO

Town of Oakville
o: 905-842-4111
m: 905-483-3292
www.oakville.ca

Vision: To be the most livable town in Canada
Please consider the environment before printing this email.
<http://www.oakville.ca/privacy.html>



Friday May 8, 2020

Hon. Bill Morneau
430 Parliament Street
Toronto, Ontario
M5A 3A2

Dear Minister Morneau,

I write to you today on behalf of the Oakville Economic Task Force. The Task Force – comprising the Town of Oakville's Economic Development Department, the Oakville Chamber of Commerce, Oakville Business Improvement Associations, and myself – continues to engage our business community to understand what support is needed to ensure local businesses are able to survive this period of uncertainty and are in a position to play a role in the recovery of our local economy.

The Task Force is encouraged by the cooperation between the Federal and Provincial government to develop the Ontario-Canada Emergency Commercial Rent Assistance Program. While we recognize rent is a provincial concern and we are grateful for the federal government partnering with provinces, it is important to keep in mind that in order to work the program needs to address certain points that both levels of government need to be aware of in order to collaborate successfully, such as:

- Many landlords have declined to apply and others face the onerous process of having to apply for each commercial unit where they own many
- Many tenants cannot benefit from the program or qualify and are facing eviction.

We appreciate the Canada Mortgage and Housing Corporation indicating that they will address the issue of landlords with no mortgages "in the near future" but some tenants facing eviction do not have very much time to wait for a new program.

The feedback we are hearing from the local business community indicates that, based on the current program details, there are many businesses who will be unable to benefit from the program as-is and will face eviction. Therefore, we are proposing the following changes to the program:

1. Suspend evictions of commercial tenants for a minimum of 6 months
2. Allow tenants to make an application for the rent assistance if the property owner does not want to apply or is ineligible



3. Allow property owners to make one application for all of their properties rather than individual applications
4. Lower the 70% revenue decline threshold for tenants

I urge to you consider these proposed changes as you develop and roll out the program details. Without changes, an increasingly large number of small businesses will be put in a position where they may be faced with permanent closure.

We look forward to continuing to work together with you in supporting the Oakville business community.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Burton".

Mayor Rob Burton
Oakville Economic Task Force



Friday May 8, 2020

Hon. Rod Phillips
Ministry Office, Ministry of Finance
Frost Building South, 7th Floor
7 Queen's Park Cres.
Toronto, Ontario
M7A 1Y7

Dear Minister Phillips,

I write to you today on behalf of the Oakville Economic Task Force. The Task Force – comprising the Town of Oakville's Economic Development Department, the Oakville Chamber of Commerce, Oakville Business Improvement Associations, and myself – continues to engage our business community to understand what support is needed to ensure local businesses are able to survive this period of uncertainty and are in a position to play a role in the recovery of our local economy.

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Sincerely,

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Mayor Rob Burton
Oakville Economic Task Force



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk
160 Livingston Avenue, P.O. Box 159, Grimsby, ON L3M 4G3
Phone: 905-945-9634 Ext. 2015 | **Fax:** 905-945-5010
Email: skim@grimsby.ca

May 6, 2020

SENT VIA EMAIL

The Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street
Ottawa, ON K1A 0A2

The Honourable William Francis Morneau
Minister of Finance
90 Elgin Street
Ottawa, ON K1A 0G5

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

Dear Prime Minister Trudeau, Minister of Finance Morneau and Premier Ford:

Re: Support for Commercial Rent Assistance Program

At its meeting of May 4, 2020, the Town of Grimsby Council passed the following resolution:

*Moved by Councillor Ritchie; Seconded by Councillor Vaine;
Whereas these are unprecedented times that have not been seen in generations;
and,
Whereas on April 16, 2020 the Canadian Federal Government announced a new
program called the Canada Emergency Commercial Rent Assistance; and,
Whereas this program is to be developed in unison with the Provincial and
Territorial counterparts; and,*



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk
160 Livingston Avenue, P.O. Box 159, Grimsby, ON L3M 4G3
Phone: 905-945-9634 Ext. 2015 | **Fax:** 905-945-5010
Email: skim@grimsby.ca

*Whereas this program is to provide relief to small business (in Grimsby and throughout Canada) with their rent for the months of April, May, and June; and,
Whereas many Provincial programs have been announced to date but have generally aimed at the residential, rather than the commercial, rent markets; and,
Whereas many small businesses in the Town of Grimsby have been affected financially due to COVID-19, thus making rent payments difficult;
Therefore be it resolved that the Town of Grimsby endorse this program whole heartedly, and request the Federal Government of Canada to work with its Provincial and Territorial Partners to expedite this program and offer this program as soon as possible; and,
Be it further resolved that the Town of Grimsby ask the Federal Government, and Provincial and Territorial Partners look at the possibility of extending this program if the impacts of COVID-19 continue past the month of June; and,
Be it further resolved that the Town of Grimsby ask the Federal Government and its Provincial, and Territorial Partners to make this program 100 percent forgiving to the small businesses effected; and,
Be it further resolved that this motion be distributed to the Right Honourable Prime Minister of Canada, the Honourable Minister of Finance, the Honourable Premier of Ontario, and all municipalities in Ontario*

Regards,

Sarah Kim
Town Clerk

SK/dk

Cc: Ontario Municipalities



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk

160 Livingston Avenue, P.O. Box 159, Grimsby, ON L3M 4G3

Phone: 905-945-9634 Ext. 2015 | **Fax:** 905-945-5010

Email: skim@grimsby.ca



April 27th, 2020

The Right Honourable Justin Trudeau via email
Prime Minister of Canada
Langevin Block
Ottawa, Ontario, K1A 0A2

Re: Federal Assistance for Municipalities

Dear Prime Minister:

Municipalities across Canada are working hard to respond to the ongoing international crisis. On a day-to-day level, Canadians depend on municipal services including fire and emergency services, essential road maintenance, garbage and recycling, bylaw enforcement, and building permits. However, municipalities need help from our federal partners to deliver these services while also supporting their residents.

At the Regular Meeting of April 21st, 2020, the Council of the Township of Montague passed the following motion:

MOVED BY: J. Carroll
SECONDED BY: I. Streight

RESOLUTION NO: 88-2020
DATE: April 21, 2020

That the Township of Montague supports the proposal in principle from the Town of Midland, for the federal government to provide grant funding municipalities to forgive tax payments.

And that the motion be sent to all municipalities across Ontario; local MPs and MPPs and AMO

CARRIED

Please find the attached letter from the Town of Midland detailing a potential funding arrangement. The Township of Montague supports this, or the proposed funding arrangement recommended by the Federation of Canadian Municipalities through the Gas Tax Fund, also attached.

Thank you,

Jasmin Ralph
Clerk Administrator

Cc: Association of Municipalities of Ontario
Cc: All Ontario Municipalities



March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau
Prime Minister of Canada
Langevin Block,
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic

It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

Proposal:

1. Residential Properties (primary residence only)

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

2. Industrial, Commercial and Farm Properties

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

Advantages of the Proposal:

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

The Corporation of the Town of Midland



Stewart Strathearn,
Mayor
ssrathearn@midland.ca



Amanpreet Singh Sidhu,
Chief Administrative Officer
asidhu@midland.ca

- c: Town of Midland Council
Association of Municipalities of Ontario
Province of Ontario



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

Protecting vital municipal services

Urgent federal recommendations to
address the financial crisis in our cities
and communities due to COVID-19

April 23, 2020

Contents

This is a crisis
1

Local leaders
on the
front lines
2

Anatomy of our
financial crisis
4

Fiscal impacts
of COVID-19
6

Summary of
recommendations
8

Proposed
funding model
10

Eyes on
the future
12



This is a crisis

A message from FCM's president

In a matter of weeks, the COVID-19 pandemic has turned life upside down. We now face a public health and economic challenge unlike anything we've seen in our lifetime. As municipalities across the country work to support frontline action and ready essential response services, the financial impact to our operations has created a crisis—and threatens to put the Canadians we serve at further risk.

Across Canada, cities and communities are seeing their finances drift toward collapse. This crisis exposes the cracks in an outdated model that is fundamentally misaligned with the modern reality of the role of local governments. Revenues are plummeting. Unanticipated costs are rising. With few fiscal tools available—and no legal ability to run operating deficits—local leaders face stark choices. Protecting essential services now requires support from other orders of government.

Today, FCM is making that urgent request on behalf of cities and communities across the country. We are calling for emergency operating funding for municipalities—to keep essential services running and Canadians safe and protected.

Canadians are depending on the vital services their local leaders provide, from ensuring tap water is clean to sending paramedics to help the sick to safely sheltering our most vulnerable residents. Cutting back services in the middle of a pandemic would put Canadians at further risk. Instead, municipal leaders must continue to help lead the way, supporting people and businesses through this public health and economic storm. To ensure this work continues with the urgency required—on the ground, where Canadians live—direct emergency federal funding is the only option.

Our federal-municipal partnership has delivered remarkable results. Deepening that partnership now will protect Canadians through this pandemic. And when the time comes, local leaders will be ready to help lead Canada's recovery, so this country can prosper and thrive once again.

A handwritten signature in black ink that reads "Bill Karsten". The signature is written in a cursive, flowing style with a horizontal line underneath.

Bill Karsten
FCM President

Local leaders on the front lines

Our cities and communities are the front lines of the COVID-19 pandemic. These are the places where Canadians go to work, buy homes, start families, launch businesses, and build the future of this country. As the governments closest to daily life, municipal leaders are mobilizing urgently to keep Canadians safe, and to help people and businesses weather the economic storm.

Municipalities of all sizes are taking extraordinary measures to support Canadians—including our most vulnerable—through this unprecedented public health and economic challenge. They're turning arenas into shelters for the homeless. They're setting up portable hygiene stations. They're deferring property taxes and utility bills for struggling families.

Municipalities are also working day and night to keep essential services running. Bus drivers, paramedics, firefighters, social workers and countless other frontline staff are putting themselves at risk every day to keep Canadians safe and to provide the services people rely on.

In the face of this challenge, essential workers and local leaders are stepping up together as champions for their communities, and this country.

As the national voice for local governments, FCM is fully engaged in this nationwide crisis. We're bringing together communities across the country to help protect people and businesses. Through regular touchpoints with our members—from FCM's Big City Mayors' Caucus and Rural Forum to our provincial-territorial municipal association partners and others—we're convening local expertise, sharing resources and coordinating frontline response efforts.

We're also working directly with federal departments, agencies and decision-makers to help inform Canada's pandemic response. That includes regular scheduled calls with the deputy prime minister and key ministers. This unprecedented engagement is bringing local realities to new federal initiatives—from the Canada Emergency Response Benefit to the Canada Emergency Wage Subsidy—to ensure they meet the needs of Canadians on the ground.

Municipalities in action

The **City of Edmonton, AB** has waived transit fares on all routes and has deployed larger buses to encourage physical distancing, while ensuring essential workers have a safe and reliable way to get to work.

The public library in the **Town of Halton Hills, ON** is using 3D printers to make face shield parts for frontline health care workers. It's also left its Wi-Fi on—despite being closed—so residents without Internet access can apply for provincial and federal resources.

The municipality of **Canton De Gore, QC** has set up a home delivery service for seniors and vulnerable residents—staffed by volunteers—to bring groceries and prescriptions to people confined to their homes.

For more examples of municipal action during the pandemic, go to fcm.ca/COVID19.

Vital municipal services at a glance

COVID-19 is shining a spotlight on the vital role municipalities play in daily life. Now more than ever, Canadians are depending on their local leaders to keep essential services running—to keep people safe and secure through this pandemic. That includes:

- ▶ Local police, ambulance and fire services
- ▶ Maintenance of roads, bridges and other essential infrastructure
- ▶ Safe public transit for essential workers
- ▶ Clean water and wastewater services
- ▶ Garbage collection and recycling
- ▶ Local social services and housing for vulnerable residents
- ▶ Local public health agencies
- ▶ Sustainability and environmental initiatives



Paramedics are on the frontlines providing life-saving services including emergency and non-emergency pre-hospital care to residents. *Photo: City of Toronto*

When the time comes, municipalities will also be ready to lead Canada's recovery, along with our federal partners. Local leaders are already delivering frontline results for Canadians. And they are exceptionally well-placed to deliver stimulus funding quickly—to create jobs and get the economy going. Deepening the federal-municipal partnership even further will help Canada thrive and prosper once again.

Anatomy of our financial crisis

At the best of times, Canada's municipal governments manage a razor-thin fiscal balance to deliver for residents. On the revenue side, they have scant ground to till beyond property taxes and user fees. On the expense side, operating and capital, they must be tremendously cost-efficient with every dollar available. With no legal standing to carry operating deficits, they diligently maintain reserves to carry our communities through cyclical shifts and disruptions.

But these are *historically challenging times*. Municipalities are incurring deep losses due to COVID-19—a combination of foregone revenues (from property taxes and user/utility fees) and unanticipated costs (including public safety measures and support for vulnerable populations). This is not limited to a cash flow challenge; this is a crisis of non-recoverable losses. To continue delivering essential services, many are drawing down limited reserves that were not designed for a crisis of this scale or duration.

Today's crisis exposes cracks in the fundamentally outdated fiscal framework in which municipalities are still forced to operate. And as we now approach a tipping point, our next steps will reverberate

through the lives of Canadians. Insolvency is not an option. Bridge loans cannot address this crisis of permanent losses. Cutting essential services is not an acceptable option, not when Canadians need us most. This is why we are turning to our federal partners for emergency operating funding—to sustain municipal operations and essential services through these extraordinary times.



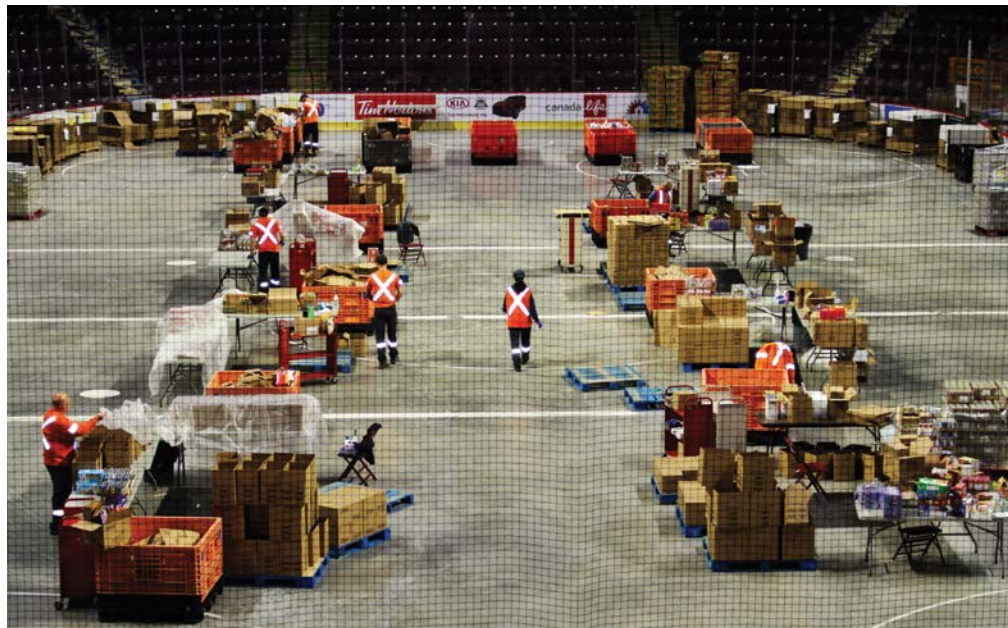
Municipal waste collection operators are keeping municipalities clean and green, while delivering essential services so residents can stay at home.

Photo: City of Toronto

This action will protect essential services Canadians rely on. No one should have to worry if their tap water is clean, whether their garbage will stay on the curb, or when a fire truck or ambulance will arrive.



To keep drivers and riders safe, the City of Selkirk, MB, installed Plexiglas shields and closed off alternating rows inside the buses to encourage physical distancing. *Photo: City of Selkirk*



The City of Windsor's WFCU Centre, home of the Windsor Spitfires Junior-A hockey club, has been transformed into a make-shift foodbank to help those in need during the pandemic. *Photo: City of Windsor*

This action will protect the most vulnerable among us. We must continue deploying extraordinary measures to protect people who face enormous challenges staying safe—in our shelters, on our streets.

This action will support Canada's economic recovery. Municipalities will need to hit the ground running to turn stimulus funds into outcomes—and not be cancelling even *existing* capital projects.

Like never before, our municipal-federal partnership has been building better lives for Canadians. Our partnership is grounded in our respective strengths—local leaders are delivery experts closest to people's real needs, the federal government has the fiscal heft to drive nationwide progress. Today, right now, this partnership is the key to carrying Canadians through this pandemic into better days ahead.

Protecting property taxpayers

Covering municipal losses through a one-time property tax levy is not a viable alternative to federal emergency funding given the significant impact it would have on households trying to weather the economic downturn. Bridging municipalities' 2020 fiscal shortfalls without cutting services—assuming six months of physical distancing—would require dramatic residential property tax levies:

Toronto	56%
Calgary	23%
Vancouver	22%
Montreal	18%
Mississauga	17%

Fiscal impacts of COVID-19

The fiscal impacts of COVID-19 have been swift and dramatic. Non-recoverable municipal losses driven by falling revenues and rising costs have led to an unprecedented financial crisis. To absorb this staggering hit in the near term, we are calling for a federal operating infusion of \$10–15 billion over the next six months. This crisis may compound as physical distancing measures continue, and depending on the timing and pace of future economic recovery.

FCM continues to develop insight on the scale of losses that municipalities may face on the road ahead. The extent and nature of losses vary widely by community, depending on multiple factors:

- ▶ Municipalities with **public transit systems** face significant revenue losses at the fare box—estimated at \$400 million per month nationwide. This accounts for 30–50 percent of monthly net losses for these municipalities. In Metro Vancouver, Translink is losing \$75 million monthly. The Toronto Transit Commission reports a \$23.5 million weekly burn rate—with an 85 percent revenue drop in April alone. Critically, transit is an essential service for frontline workers in this pandemic, but with limited ability to reduce operating expenditures, many transit systems are already scaling back service to ensure solvency.
- ▶ Municipalities are deferring **property taxes, utility and other fees** to support struggling residents in the near-term—another major revenue hit. Even after these deferral programs end, there remains a significant risk of property tax delinquency. With even a 10 percent increase in property tax and utility bill delinquencies, the cities of Vancouver and Toronto estimate revenue losses in 2020 of \$130 million and \$684 million, respectively.
- ▶ Municipalities reliant on **hard-hit industries** face compounding pressures. In tourism-driven Banff, Alberta, 85 percent of workers have been laid off. Tourism Calgary has temporarily laid off more than half of its staff, and the city could lose the \$540 million economic impact of the Calgary Stampede. Agriculture: meat plants in High River, Alberta, and in Montreal have closed temporarily, impacting a third of Canada's beef processing capacity and most pork exports. Natural resources: Western Canadian Select is trading at negative prices, and sawmill closures have put thousands out of work, jeopardizing pulp mill jobs in northern and remote communities.



Like many municipalities, the City of Yorkton has converted one of their public rinks into a temporary site run by public health to help alleviate the impact on local hospitals and emergency rooms. *Photo: City of Yorkton*

- ▶ The loss of **user fees from parking and community, culture, and recreation facilities** is another source of foregone revenue. Many municipalities have already temporarily laid off staff at these facilities to reduce costs. The City of Mississauga estimates lost revenue from recreation facilities to reach \$23.3 million by the end of June. The City of Toronto is losing almost \$17 million monthly from foregone parking fees alone. Smaller communities, at relative scale, stand to take a significant hit as well. Prince George, B.C., estimates a monthly loss of \$15-20 per capita.
- ▶ Without emergency operating funding, municipalities will need to reduce planned **capital expenditures** in 2020 to make up for lost revenues. This will further slow economic activity across the country and increase future repair costs. And this scaling-back is enormously counter-productive to the coming need to drive Canada's economic recovery through new capital investment in municipal assets, including core infrastructure and housing.



The Gatineau Police Department controls movement at the entrance to the territory. *Photo: City of Gatineau*

- ▶ **Rural and small communities** face their own unique economic challenges. The agriculture sector has been hit hard. Some municipalities have begun laying off staff—despite having so few to begin with. With limited access to broadband Internet, many rural Canadians are unable to work from home. New Brunswick's Francophone municipalities are facing a total monthly loss of \$10.5 million. Even before the pandemic hit, eight percent of Atlantic Canada's workforce was already depending on Employment Insurance benefits.

Summary of recommendations

With plummeting revenues, rising expenses and a legal proscription against running operating deficits, municipalities are at imminent risk of having to cut essential services to Canadians to remain solvent. The acceptable alternative is emergency operating funding for municipalities, provided by our stable, trusted, national partner: the Government of Canada.

This section summarizes FCM's urgent recommendation. This is based on the best available data on the projected financial impact of COVID-19—amounting to a near-term gap of \$10–15 billion for municipalities nationwide. It assumes that physical distancing directives substantially persist for six months, with direct municipal revenue impacts continuing through the end of 2020 and possibly into 2021 depending on the pace of economic recovery.

The core of our recommendation is an allocation-based formula to deliver a base level of support to all local governments. This is supplemented by targeted measures to meet distinct needs of municipalities as they continue to keep Canadians fully served and protected.

Immediate action

1. **Deliver at least \$10 billion in targeted emergency operating funding to all local governments as direct allocations—with a new hybrid formula modelled on both the proven federal Gas Tax Fund (GTF) and a ridership-based allocation for municipalities that operate transit systems.**
 - ▶ Specifically, allocate at least \$7.6 billion of the fund using a GTF-style allocation formula for all local governments, and \$2.4 billion based 100% on transit ridership.
 - ▶ For municipalities that operate transit systems, provide a single blended transfer.
 - ▶ Immediately provide advance payments to municipalities facing urgent liquidity issues.
 - ▶ Leverage the administrative infrastructure of the federal Gas Tax Fund, where possible, to expedite the rollout of dedicated emergency operating grants.



Municipal road maintenance staff are working around the clock to keep roads safe and accessible for those delivering essential services. *Photo: City of Toronto*



Selkirk, MB Mayor Larry Johansson stopped at a resident's window to admire children's drawings showing their appreciation for essential workers. *Photo: City of Selkirk*

2. Deliver additional emergency operating funding to individual local governments facing unique financial pressures related to COVID-19 that are not fully met by the hybrid formula above. Our largest urban centres face distinct challenges supporting self-isolation, sanitation and good health among populations struggling with homelessness and mental health challenges. Smaller communities face unique challenges, starting with access to health care services that can support isolation requirements and urgent care. These and other unique cost drivers will continue to require targeted supports for the full duration of this crisis.

Medium-term action

- 3. Commit to revisit the need for additional operating funding within four months.**
 - ▶ Monitor trends in property tax delinquencies and consider additional supports for individuals and businesses that may not be able to pay property taxes after the expiry of short-term municipal deferral programs.
 - ▶ Depending on the duration and severity of the COVID-19 crisis, prepare for possible additional operating funding assistance in both 2020 and 2021.
- 4. Provide local governments with the ability to transfer unused allocations** to the federal Gas Tax Fund program for capital expenditures as part of Canada's COVID-19 economic recovery plan.

Proposed funding model

This section presents additional guidance for the emergency operating funding outlined in recommendation #1. Our proposed model features two components: a base allocation for all municipalities, and a supplementary allocation for municipalities that own and operate transit systems. To function—efficiently and nationwide—its design must be straightforward, direct and flexible.

Base allocation *(for all municipalities)*

- ▶ At least \$7.6 billion based on the federal Gas Tax Fund formula.
- ▶ Assumes average of \$35 per capita per month, and six months of physical distancing (starting March 2020).

Supplementary allocation *(for municipalities that own and operate transit systems)*

- ▶ \$2.4 billion based entirely on 2019 transit ridership (population not included in formula).
- ▶ Based on Canadian Urban Transit Association needs assessment (\$400 million/month for six months) and validated through individual city estimates.

Design considerations

- ▶ Municipalities should receive a single transfer that combines the base and supplementary allocation (except in the case of provincially-owned transit systems, such as BC Transit and Metrolinx).
- ▶ This single transfer should provide maximum flexibility to local governments to apply funds towards all operating impacts (foregone revenue and/or unanticipated costs) related to the COVID-19 pandemic.

- ▶ No provincial or municipal matching funds should be required.
- ▶ Requiring provincial matching could cause delays given the varied fiscal capacities of provincial/territorial governments. However, provinces and territories continue to have an important role to play in providing targeted supports for local governments including, but not limited to:
 - ▷ direct support for COVID-19 emergency response and support for vulnerable populations;
 - ▷ expansion or backstop of property tax deferral programs (especially long-term deferment programs that will delay taxes beyond a single fiscal year);
 - ▷ block operating grants for local governments.
- ▶ Given significant downside risks—including the likelihood of future pandemic waves that require physical distancing, and the potential for property tax delinquencies—it is likely that the full allocation under an emergency operating grant will be fully utilized by local governments.



The Vulnerable Person's Registry is a critical program where the elderly and people with special needs are contacted daily, making sure that they are safe and their needs are being met. *Photo: Regional Municipality of Wood Buffalo*

- ▶ Any limited unused funding could be reserved for additional COVID-19-related operating shortfalls in 2020 or 2021, or transferred to the federal Gas Tax Fund to be used for incremental capital expenditures as part of Canada's COVID-19 recovery plan.

Potential impact *(all numbers rounded and approximate):*

Municipality	Preliminary net losses*	Base allocation (GTF formula)	Supplementary allocation (transit)	Total allocation
City of Toronto	\$1.690B	\$575M	\$575M	\$1.150B
Metro Vancouver**	\$900M	\$510M	\$290M	\$795M
City of Calgary	\$400M	\$255M	\$115M	\$370M

* preliminary estimates assuming full year impact of six months of physical distancing

** extrapolation of data provided by City of Vancouver (local government not including transit) and TransLink (transit)

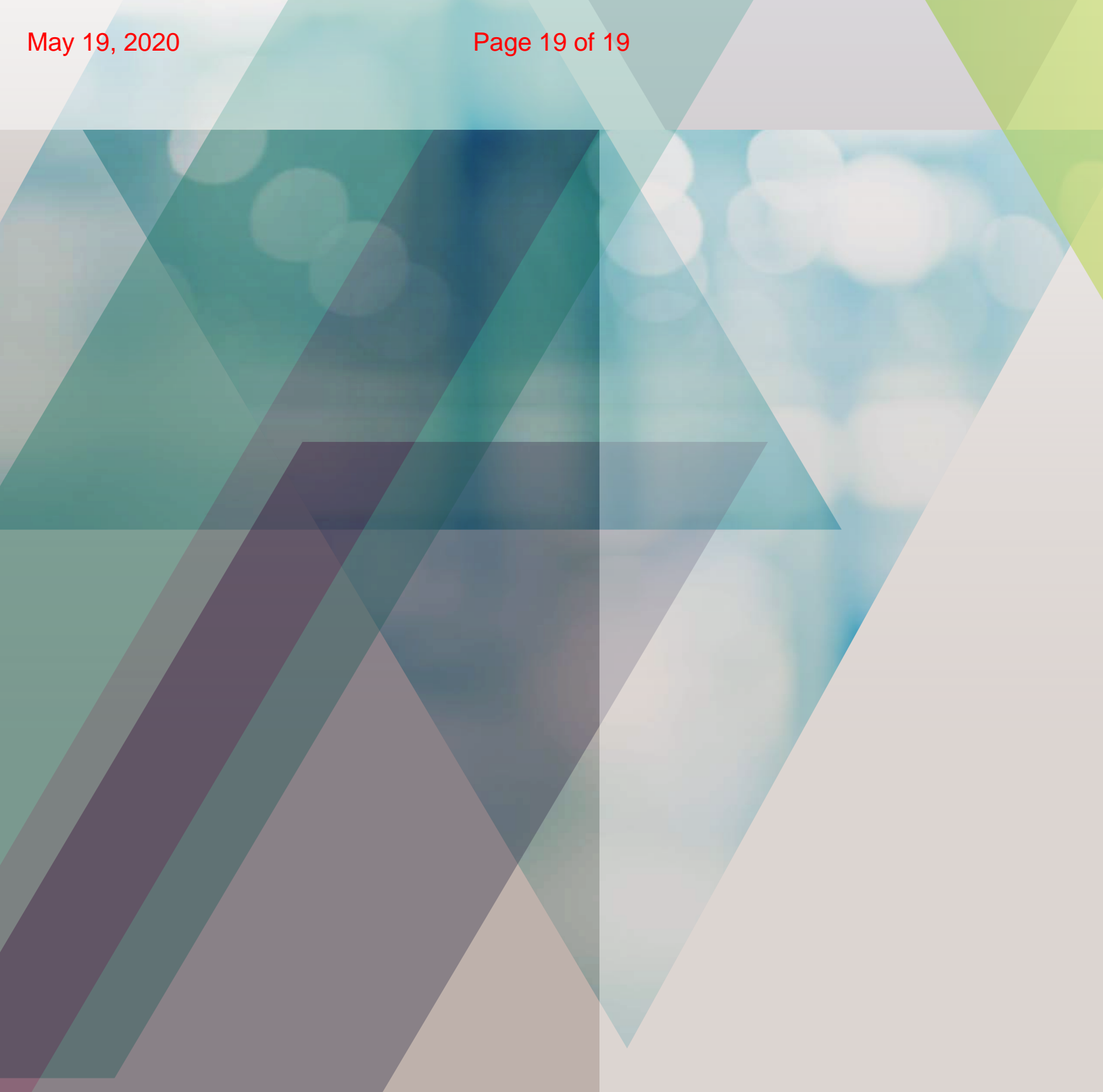
Eyes on the future

Right now our focus is on tackling the public health and economic crisis in our cities and communities—and ensuring local leaders can continue to deliver the essential services Canadians rely on. But we're also keeping an eye on the future—for when Canada is ready to move from response to recovery.

Across the country, municipalities have already begun taking steps to help drive the massive nation-building effort that will be required when the pandemic ends—from getting local businesses back on their feet to implementing job-creating stimulus projects. FCM is supporting this work by collecting and analyzing on-the-ground data that will inform recommendations for Canada's recovery. From housing, to infrastructure, to green, sustainable and resilient projects, cities and communities have a long track-record of delivering results efficiently and effectively. Municipalities will be essential partners in rebuilding the economy we want for the future.

But as with any crisis, it will be just as important to learn lessons from this pandemic. We will honour and celebrate how Canadians and their governments came together in common cause. We will also need to take a critical look at the foundational cracks that have been more harshly exposed in how we approach the role of local governments. In clear view are the outdated tools and authorities granted to municipal leaders, and how they simply do not match the modern role cities and communities play in supporting Canadians and driving our economy. When the time is right, FCM and local leaders will be ready to have that conversation.

In the immediate, we will continue working flat-out, as partners on the front lines, to keep Canadians as safe as possible, and ready our economy for the comeback we're confident we can collectively drive. We're all in this together.





May 7, 2020

In This Issue

- COVID-19 resources.
- Full CAO podcast 3-part series available now.
- 2020-2022 AMO Board of Directors - Call for Nominations.
- Peter J. Marshall Municipal Innovation Award - deadline extended.
- Main Street Revitalization Initiative final reporting extensions.
- Digital meeting management for small municipalities.
- AMO's Virtual Conference launched.
- AMO Annual Conference Exhibit Hall.
- BEACON Digital Therapy - Innovative mental health care support.
- AMO's social media webinar series available through Municipal Education.
- Online RETScreen training coming to a computer near you!
- Road and Sidewalk Assessment webinar.
- LAS Group Buying COVID-19 updates.
- Career with Ministry of Transportation.

AMO COVID-19 Resources

AMO's [COVID-19 Resources page](#) is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to covid19@amo.on.ca.

All [3 episodes](#) of our special On Topic Podcast series on the work of municipal CAOs during COVID-19 are now available. They feature discussions between Nigel Bellchamber and David Siegel.

AMO Matters

Please be advised that in accordance with AMO's governing by-law, the Secretary-Treasurer is requesting nominations to the 2020 - 2022 AMO Board of Directors. A [completed nomination form and supporting material](#) must be received no later than 12:00 noon, Monday, June 22, 2020.

If your municipality has an innovative approach to service delivery and partnerships that have improved capital and/or operating efficiency, submit your [Peter J. Marshall Municipal Innovation Award](#) entry by May 29, 2020 for committee review.

If Main Street Revitalization Initiative funded projects are complete, please submit the [final report](#) by May 15. AMO may be able to provide extensions if requested due to

COVID-19 challenges. Contact [Adam Garcia](#) with questions.

eSCRIBE, AMO's [digital meeting management and livestreaming partner](#), has developed a solution tailored for small municipalities. View [our webinar](#) to learn about [eSCRIBE Lite](#) and how it can be implemented to digitally transform your meetings.

Eye on Events

AMO has moved to a virtual platform for the 2020 Conference. From August 17-19, delegates will participate in discussions that include Minister's delegations and forums, sessions on COVID recovery, keynote speakers, AMO's AGM and more will be part of this year's exciting event. Visit the AMO [website](#) for details and [registration information](#).

Even though this year's Conference is going virtual, delegates will be able to interact with exhibitors in new and innovative ways that ensures access to resources that will have an important role in your communities the days, weeks and months ahead. We will be sharing this exciting information with you shortly.

AMO's [partnership with BEACON](#) provides members with an innovative approach to support the mental health of employees. [Join us on May 14 at noon for a webinar](#) where we will demonstrate how you can help your employees and their dependents, easily access effective mental health care.

Recordings of AMO's social media webinar series are now available for a nominal fee through AMO's Municipal Education Portal. [Register now](#).

LAS

LAS and Stephen Dixon are offering an [online RETScreen workshop](#) on June 1. Learn how to build a business case and analyze energy efficiency technologies. This workshop is eligible for 50% IESO training incentive. Cost is \$240 and space limited - register early!

[Webinar May 14 @ 10 am](#): LAS is always improving its programs - the popular [Road & Sidewalk Assessment Service](#) is no exception! Join us for an in-depth review of features added to the Streetlogix software and a sneak peak at the work order management app.

Don't forget to check out the [Municipal Group Buying Program Update](#) page for up-to-date messages from our vendors and other program-related developments due to COVID-19.

Careers

[Assistant Deputy Minister, Transportation Safety Division - Ministry of Transportation](#). Location: Toronto, ON. Duration: 1 Permanent position. Please apply online, only, by

Tuesday, May 19, 2020, by visiting [Ontario Public Service Careers](#). Please follow the instructions to submit your application.

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](#)

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May 14, 2020

In This Issue

- COVID-19 resources.
- Recording of latest Communicators Series Virtual Meeting available.
- Code for Canada Open Call - Free digital tools and tech support during COVID-19.
- 2020-2022 AMO Board of Directors - Call for Nominations.
- AMO submits feedback to Ontario Poverty Reduction Consultation.
- MTO consulting on school bus cameras and off-road vehicles on municipal roads.
- Reminder to post your #ActONLitter photos.
- AMO's Virtual Conference launched.
- AMO Annual Conference Exhibit Hall.
- BEACON Digital Therapy - Innovative mental health care support.
- AMO's social media webinar series available through Municipal Education.
- Make the most of social distancing - RETScreen Workshop online!
- LAS Blog: The quest continues to full producer responsibility.
- Municipal Group Buying Program: New Gasboy website.

COVID-19 Resources

AMO's [COVID-19 Resources page](#) is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to covid19@amo.on.ca.

A recording of this week's AMO and Redbrick Communicators Series Virtual Meeting is available [online now](#) under the AMO Podcasts and Webinars tab, along with recordings of all previous calls in this popular series.

Code for Canada's [Open Call](#) is a catalogue of free, open source tools to assist all orders of government serve residents and build digital services during COVID-19. Technical support is provided [free of charge](#) to implement these tools within your municipality.

AMO Matters

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[AMO has responded](#) to the Province's poverty reduction strategy consultation.

Recommendations include continuing provincial investments in municipal services that will reduce poverty and promote healthier and more prosperous local communities.

Provincial Matters

The Ministry of Transportation (MTO) is proposing new rules for school bus camera deployment and off-road vehicles on local roads. Comments are due May 26, 2020. Municipal officials are advised to review and provide comments.

The Province's first Day of Action on Litter took place yesterday. Post your photos or videos on social media using the hashtag #ActONLitter. For more information check out the ON Environment website.

Eye on Events

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To help you as responding and adapting to COVID-19 continues to evolve, check out AMO's Social Media webinar series for a nominal fee through AMO's Municipal Education Portal. Register now.

LAS

LAS and Stephen Dixon present a 1-day RETScreen Expert Workshop ONLINE on June 1. Learn how to build a business case and analyze energy efficiency technologies. Cost is \$240 (eligible for 50% IESO training incentive) and space limited - register today!

LAS Blog: Big changes are in the works for Ontario's recycling systems. What does "full producer responsibility" mean, and how will it impact your municipality? Check out the LAS Blog to learn more.

Fuel Management Solutions provider Gasboy/Gilbarco is one of the many vendors

available under the [Municipal Group Buying Program](#). They recently [launched a webpage](#) made just for Ontario municipalities to learn about their tools for managing fuel distribution.

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!

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Lucan Biddulph Fire Area Board
March 5th, 2020

LUCAN-BIDDULPH FIRE AREA BOARD

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

Also Present: Secretary-Treasurer, Ron Reymer

Call to Order

The Chair called the meeting to order at 4:45 p.m. The meeting was held in the Committee Room of the Township of Lucan Biddulph 270 Main St. in Lucan

Disclosure of Pecuniary Interest & Nature Thereof

None

1/ Minutes

Moved by D. Regan

Seconded by C. Burghardt-Jesson

Resolved that the minutes of the November 14th, 2019 and the October 23rd, 2019 meetings be adopted, as circulated.

CARRIED

Fire Chief's Report

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

At this time a discussion was had in regards to 2020 wage rates.

Mr. Reymer was instructed to find out the current balance in the Development Charges fund pertaining to the Lucan Biddulph Fire Area.

The Chair reported that he is working on the wording of a draft agreement between us and South Huron for the use of South Huron's aerial truck.

The Chief reported that the pump went out on the rescue truck and had to be repaired at a cost of \$2,300.

Mr. Reymer was asked to look into the possibility of billing for fire inspection services.

Lucan Biddulph Fire Area Board
March 5th, 2020

Treasurer's Report

At this time the list of expenditures was reviewed.

2/ Expenditures As Paid

Moved by D. Regan

Seconded by C. Burghardt-Jesson

Resolved that the Lucan Biddulph Fire Area approve payment of the attached lists of payables totalling \$137,853.76 as paid.

CARRIED

Mr. Reymer was instructed to obtain the details of the monies spent on Capital for 2019.

3/ 2020 Wages

Moved by C. Burghardt-Jesson

Seconded by D. Regan

Resolved that all hourly wages be increased by 1.9% for 2020.

CARRIED

Mr. Reymer reviewed the 2019 year-end unaudited financial statements.

The Chief and Secretary-Treasurer reviewed the 2020 draft budget at this time. It was noted that the amount funded by the Township is being increased by 5%.

4/ 2020 Budget

Moved by D. Regan

Seconded by C. Burghardt-Jesson

That the 2020 budget showing total revenues and expenses of \$215,320 be adopted and recommended to Council for approval.

CARRIED

Other Business

5/ Agreement with North Middlesex

Moved by D. Regan

Seconded by C. Burghardt-Jesson

Resolved that if no one cares to speak to this By-law on its first, second or third reading, that it be considered to have been read a first time and passed, read a second time and passed, read a third time and passed and that it be numbered:

- *By-law No. 01-2020 (Agreement with North Middlesex)*

CARRIED

Lucan Biddulph Fire Area Board
June 6th, 2019

A general discussion took place in regards to the height of apartment complexes because Township Council is expected to be asked shortly to consider construction of an apartment complex that could be six storeys in height (there is currently a 10m maximum height restriction in the current Zoning By-law).

A general update from the Fire Chief was given on the newly appointed Fire Inspector. Things seem to be moving along well with no issues to date.

The Chair presented documentation on recent physical aptitude testing that is being implemented in some local departments. It was noted that we may have to look at something similar in the not too distant future.

6/ Adjournment

Moved by D. Regan

Seconded by C. Burghardt-Jesson

Resolved that the meeting be adjourned at 6:28 p.m.

CARRIED

Chair

Secretary-Treasurer

The Biddulph Blanshard Fire Board

Minutes

May 13th, 2020

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

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

Also Present: Ron Reymer, Secretary-Treasurer.

Call to Order

Chair C. Burghardt-Jesson called the virtual meeting to order at 7:05 p.m. The virtual meeting format was necessary due to the COVID-19 State of Emergency in place since March 17th, 2020.

Disclosure of Pecuniary Interest & Nature Thereof

None

1/Minutes

Moved by A. Westman

Seconded by R. Wilhelm

RESOLVED: That the minutes of the meeting held on November 27th, 2019 be adopted as circulated.

CARRIED

Treasurer's Report:

Secretary-Treasurer Ron Reymer reviewed the list of accounts as paid since the last regular meeting. It was noted that Chief Toews had donated the gravel used during the paving of the parking lot and it was left to the Sec-Treasurer to determine the best way to acknowledge this donation via a donation receipt and bring forth a motion, if required, to the next meeting.

Mr. Reymer noted that the amount shown as paid to Gilholm Stoneworks for snow removal in the amount of \$1,882.58 should not appear as a Fire Department expense as that should be paid for out of the Township's general account.

2/ Accounts as Paid

Moved by S. Corriveau

Seconded by A. Westman

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

<i>Township General Account via cheque</i>	<i>\$111,845.36</i>
--	---------------------

<i>Biddulph-Blanshard Fire Account via cheque</i>	<i>\$ 48,445.81</i>
---	---------------------

<i>Biddulph-Blanshard Fire Account – online</i>	<i><u>\$ 9,473.78</u></i>
---	---------------------------

	<i>Total \$169,764.95</i>
--	---------------------------

CARRIED

At this time the Chief and Secretary-Treasurer reviewed the unaudited 2019 financial statements showing budget to actual showing another favourable year. It was noted the paving of the parking lot was regrettably over budget due to the need for a proper grading plan that required installation of another catch basin and some engineering from Dillon Consulting. Mr. Reymer will obtain the balance figure in the reserve account and email that number out to the members of the Board.

At this time the Board reviewed the draft 2020 budget numbers showing a 5% increase in the levies paid by Lucan Biddulph and Perth South.

It was previously noted that it was possible to extend the life of the fire truck by up to 5yrs by having it tested annually. Deputy Chief Fletcher noted that he will be obtaining cost estimate(s) in order to determine whether this is a good move financially or not.

3/ Adopt 2020 Budget

Moved by A. Westman

Seconded by N. Bilyea

Resolved that the attached 2020 budget for the Biddulph Blanshard Fire Area be adopted and recommended to both the Council of the Township of Lucan Biddulph and the Council for the Municipality of Perth South for formal approval.

CARRIED

Chief's Report

Deputy Chief Fletcher reviewed the call-outs since the last regular meeting of the Board.

Chief Toews reported that they had a potentially nasty structure fire on Highway 7 that turned out to be in St. Marys' area. Granton was first to the scene but the driveway was quite narrow and didn't provide enough room for our department's vehicles to leave once the St. Marys department arrived so our department remained on scene for the duration.

Once the fire was out, some dangerous and potentially lethal materials were discovered in the home and adjacent building(s). Thankfully there were no injuries to any personnel or damage to any equipment.

Chief Toews reported that the bunker gear purchase is complete so we should be good for the next little while as they have a 10yr lifespan.

It was noted that if the department restarts weekly training through the summer months, recognizing that formal full practices have not been taking place in person during this declaration of emergency (since March 17th, 2020), that we may need air conditioning in the training room. Currently, training has been happening virtually via Zoom but the hope is that, with some physical distancing measures, staff will be able to start physical training at the hall again soon.

Chief Toews also stated that the department will be starting to look into the replacement of the Self Contained Breathing Apparatus (SCBA) units.

The COVID-19 protocols in place seem to be working well and the personal protective equipment (PPE) supply is in good shape. The department has only had three (3) calls since the start of the emergency so things have been, thankfully, very quiet.

The Chief reported that due to the extended state of emergency and the nature of the emergency i.e. pandemic he has been inundated with Zoom meetings and reports to the province on a weekly and twice weekly basis. Things are starting to slow down now as people/groups are seeming to settle in and some of the Zoom meetings are starting to slow down to a bi-weekly basis.

The mental health of the crew seems to be holding up well. The Chair urged the Chief and Deputy Chief to continue to be vigilant as this pandemic drags on.

Other Business

The Chair cautioned that we need to ensure that our PPE stocks are sufficient as we expect we may be in this “state of emergency” for some time until a vaccine can be found and distributed. Chief Toews confirmed that they have orders outstanding at this time but expects delivery soon

Mr. Wilhelm commented that Maple Leaf Foods have generously donated a large sum of PPE to the Town of St. Marys who have shared that with the local hospital.

The Chair thanked the Chief and Deputy Chief for adapting so quickly to the COVID-19 emergency situation.

4/ Adjournment

Moved by N. Bilyea

Seconded by A. Westman

RESOLVED:

That the Board meeting be adjourned at 8:03pm.

CARRIED

Chair

Secretary-Treasurer



Memo

To: Mayor and Council

From: Kathryn Langendyk, Treasurer

Report #: FIN-08-2020

Subject: COVID-19 Financial Impact Update #1

Date: May 19, 2020

BACKGROUND:

On March 17, 2020 the Province of Ontario, the County of Middlesex and the Township of Lucan Biddulph declared a state of emergency due to the COVID-19 pandemic. As a result, many businesses are closed and both residents and businesses are being financially impacted. On March 31, 2020, Council approved some financial relief measures. These were put in place to assist residents and businesses while they waited for the Federal & Provincial Governments' financial relief measures to roll out.

The chart below outlines some of what the other lower-tier municipalities in Middlesex County have implemented in regards to financial relief during the pandemic.

Municipality	Water/Wastewater	Property Taxes	NSF charges
North Middlesex	Waive late payment charges until 45 days after emergency lifted.	Waive penalty & interest until 45 days after emergency lifted.	Waive until 45 days after emergency lifted.
Middlesex Centre	Waive late payment charge for March and April bills.	No changes	Waive until June 30th
Thames Centre	Cancel penalty & interest until end of month when office reopens.	Cancel penalty & interest until end of month when office reopens.	Waive while office is closed.
Strathroy-Caradoc	No changes	Waive penalty & interest until further notice.	
Adelaide Metcalfe	N/A	Waive penalty & interest for April & May	
Southwest Middlesex	Defer penalty & interest until one month following resumption of normal business activities.	Defer penalty & interest until one month following resumption of normal business activities.	
Newbury		No penalty & interest until month after emergency lifted.	

ANALYSIS:

As the COVID-19 pandemic continues, municipal financial issues will continue in the areas of lost revenues, increased costs, cash flow implications, and COVID-19 specific costs. The financial impact to the Township will depend on the length of time in which services are impacted. Staff are monitoring the situation as it unfolds.

Water/Wastewater

- On March 31, Council approved to defer the rate increases to June 30th. Therefore, the March 31st billings reflected the 2019 rates. The financial impact of this was outlined in report FIN-06-2020 presented on April 7th.
- Further, Council approved to defer the application of late charges for water/wastewater until June 30th. The usual due date of these billings was April 16th but residents could take until June 30th to pay without penalty. Staff reviewed the outstanding water/wastewater accounts as of the normal April due date and found that there was about the same number of outstanding accounts and dollar value compared to the same time last year.
- The pre-authorized payment was withdrawn as scheduled with only one that was returned NSF. NSF fees were waived as per council approval. There was only one request received to be removed from PAP.
- The usual water disconnection activity for non-payment that would have taken place in March was suspended. Therefore, there are some residents that still owe the December billing.
- Next billing date is June 30th.

Property Taxes

- Property taxes make up the majority of the Township's annual revenue. Therefore, those that can afford to pay their bill on time are encouraged to do so. This will allow the Township to meet our financial obligations and to ensure we have the financial liquidity to meet the needs of residents and businesses who rely on us in an emergency.
- Interim 2020 property taxes were mailed at the beginning of February, with the first installment due February 28, 2020 and the second installment due May 29, 2020.
- The Province has deferred the June 30, 2020 (Q2) installment payment for education taxes that the Township pays to the school boards to September 30, 2020. The usual September 30, 2020 (Q3) installment payment for education taxes has been deferred to December 15, 2020. Therefore, two payments (Q3 and Q4) will be due on the same day in December.

- The County of Middlesex is reviewing a possible deferral of the County installment for their portion of the property taxes, however there is no change in the due date of June 30th at this time.
- Financial support municipalities might see from the Federal and Provincial Governments is unknown.
- Property tax registrations and related activity have been frozen by the Province.
- To date, Treasury has received less than 10 inquiries from residents in regards to property taxes.
- The PAP and postdated cheques will be processed on May 29th. Any NSF fees will be waived (as per Council approval passed on March 31st). Anyone who needs to be removed from PAP or their cheque held, should contact the Township office before May 27th.

Parks & Recreation

- The parks and recreation facilities are closed during the state of emergency. As a result, the Township has experienced a loss of revenue which include items such as ice rentals, hall rentals, and program cancellations.
- The lost revenue due to cancellations to date is approximately \$9,800

Investments

- The Township earns investment income by way of interest income on the bank accounts (general, development charges, water, sewer, fire depts). The interest is calculated monthly.
- The rate is prime less 1.8%. In 2019 and through to early March, the rate was 3.95% less 1.8% which equals interest earned of 2.15%.
- In March, the rate was decreased twice and the prime rate now sits at 2.45%. Therefore, from March 2020 until such time as the rate increases, our interest earned is 0.65%.
- The lost interest income in March (compared to Feb) was approx. \$1,796
- The lost interest income in April (compared to Feb) was approx. \$8,492

COVID-19 Specific Costs

- We have created a new line in the accounts to capture costs specific to COVID-19. These include items such as signage, cleaning supplies, PPE, germ guards, and equipment needs.
- To date this amount is approx. \$2,000

Other Items to Note:

At this time there are a number of unknown financial impacts to the budget. These may include:

- Baconfest – loss of net revenue due to cancellation
- Canada Day – grant funding not received or deferred due to cancellation
- Provincial Offences Act – loss revenue related to fines

- Planning – deferral of revenues or loss of revenue
- Building – loss or deferral of building permit fee revenues as well as related development charges.
- Parks & Recreation – deferral or loss of net revenues for cancelled programming and rentals.
- Fire – loss of revenue related to fire calls

There are some cost savings experienced as a result of the state of emergency that will be reviewed and estimated. These may include:

- Utilities (hydro, gas, water)
- Fuel costs due to reduction in fuel price
- Programming expenses
- Wages of summer staff
- Cancellation of conferences and training
- Mileage and other related travel expenses

Staff will continue to identify areas where costs can be reduced, deferred, or avoided but, until activities return to normal, it is difficult to accurately forecast the full financial impact.

At the current time, as per the Municipal Act, the Township must fund any annual deficit at the end of the fiscal year, through the use of reserves, or through the budget in the following year.

IMPACT TO BUDGET:

The financial impacts have been discussed throughout the report.

STRATEGIC PLAN:

This report does not align with any specific action item in the strategic plan. However, it does align with the stated core values of accountability, transparency, and integrity.

RECOMMENDATION:

Staff recommends that Council waive the penalty and interest normally imposed on June 1st for property taxes (after the May installment is due).

This would allow residents that need it an additional 30 days to pay the May property tax installment without penalty.

This would have a potential impact of approx. \$7,000 in lost P&I revenue.

Respectfully submitted by:

Kathryn Langendyk

Kathryn Langendyk
Treasurer

Memo

To: Mayor and Council
From: Jeff Little, Public Works Manager
Subject: Stumpf Drain Tender
Date: May 19, 2020

BACKGROUND:

This drain was originally tendered and one sealed bid was received on February 11, 2020. Compared to the cost estimate provided in the Drain Report, the bid received was over the threshold allowable for the township to proceed without consent from landowners. The landowners requested that we release the tender and send requests to various companies for bids on the work required.

Two bids were received back. Bid results are below for Council's review.

COMPANY NAME	TOTAL PRICE with HST
Van Roestel Contracting Ltd.	\$ 47,381.00
A Plus Excavating	\$31,473.00

DISCUSSION:

The estimated cost in the drainage report produced by Spriet Associates is \$47,800. Both bid quotes are under the estimate.

IMPACTS TO BUDGET:

The Stumpf Drain has no impact on the budget.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Service Enhancement. Goal #2 Coordination of Services. Fulfilling a request by landowners to improve drainage.
- Growth management. Goal #1 To promote the rural and urban economy. Supporting and improving rural infrastructure.

RECOMMENDATION:

It is recommended that Council authorizes staff to accept the lowest bid from A Plus Excavating.



Jeff Little
Public Works Manager

Memo

To: Mayor and Council
From: Jeff Little, Public Works Manager
Subject: 2020 Asphalt Tender
Date: May,13, 2020

BACKGROUND:

Council approved, based on the Asset Management Plan, a block on the Coursey Line to be resurfaced. The block is from McGillivray Drive to Mooresville Drive. An amount of \$380,000 was included in the capital budget. A joint tender was done with North Middlesex. Three bids were received. Listed is the amounts for the Coursey Line section.

COMPANY NAME	Lucan Biddulph section without HST
Dufferin Construction	\$ 314,410.00
Coco Paving	\$308,660.00
Lavis Contracting	\$241,856.00

DISCUSSION:

Lavis Contracting submitted low bids for both North Middlesex and The Township of Lucan Biddulph. North Middlesex will administer the tender. The tender amount for the Coursey Line section has come in under budget.

IMPACTS TO BUDGET:

There will be a surplus of approximately \$130,000 from this project that will be accounted for in the capital construction budget.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Service Enhancement. Goal #2 Coordination of Services. Providing cost savings by a partnering with other municipalities. In this case North Middlesex.
- Growth management. Goal #1 To promote the rural and urban economy. Supporting and improving rural infrastructure.

RECOMMENDATION:

It is recommended that Council authorizes staff to accept the bid from Lavis Contracting as part of the tender administered by The Municipality of North Middlesex.

Jeff Little

Jeff Little
Public Works Manager

Memo

To: Mayor and Council
From: Public Works Manager, Jeff Little
Subject: Frank Street Project Update
Date: May 19, 2020

BACKGROUND:

Frank Street was purposed to be rebuilt as per the Asset Management Plan. The plan included the road, the sanitary sewer and the watermain. The infrastructure on the Township property that runs between William Street and Frank Street is included in this project. Engineering has been completed by Dillon Consulting. The ECA for the project is being applied for. An update to council on April 7, 2020 reported a construction budget shortfall of \$201,000.

With COVID-19 restrictions in place and a market place that had uncertainty in it the Public Works Manager was directed to report back to council with another update before going to tender.

DISCUSSION:

If the Township moves forward now, the project will be tendered for fall construction. The budget shortfall can be addressed by using the surplus from the asphalt program combined with the budget for sidewalk replacement program.

There is an option available to the Township to move forward on the tender in the fall with construction to begin in the spring. This option would provide time to evaluate how COVID-19 has affected the construction industry and how that relates to the Township. The Township may benefit if there is funding created to stimulate construction activity in the wake of an economical slow down.

In the wake of uncertain times I would recommend the option of tendering in the fall, keep the surplus in place and be prepared for funding programs.

FINANCIAL IMPACT:

If the budget shortfall is addressed as outlined there would be no additional funds required to move the project forward in regards to the capital construction budget. There would be an additional \$34,439 required from the capital water reserve fund. There may be an increase in costs due to a spring construction.

STRATEGIC PLAN:

This matter aligns with the following strategic priorities:

- Growth management. Goal #1 To promote the rural and urban economy.
Supporting and improving urban infrastructure.

RECOMMENDATION:

That council direct the Public Works Manager to report back to council in the fall to confirm a fall release date for the Frank Street tender.

Jeff Little

Jeff Little, Manager of Public Works

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 19, 2020

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the regular council meeting minutes of May 5, 2020 be approved as circulated/amended.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 19, 2020

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph approve the accounts as paid, as follows:

April 2020

\$568,270.23

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 19, 2020

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That the Council of the Township of Lucan Biddulph directs staff to waive the penalty and interest normally imposed on June 1st for property taxes due May 29th, 2020 for a period of 30 days.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 19, 2020

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That Council authorizes the Manager of Public Works to accept the quotation from A Plus Excavating for the Stumpf drain tender in the amount of \$31,473.00 including HST.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 19, 2020

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED That Council authorizes the Manager of Public Works to accept the quotation received from Lavis Contracting in the amount of \$241,856.00 excluding HST, for our portion of the joint resurfacing project between Lucan Biddulph and Municipality of North Middlesex for the section of road on Coursey Line between McGillivray Drive and Mooresville Drive.

RESOLUTION CARRIED

MAYOR

TOWNSHIP OF LUCAN BIDDULPH RESOLUTION

DATE: May 5, 2020

RESOLUTION NO. _____

MOVED BY:

SECONDED BY:

RESOLVED:

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

- 19-2020 Execution of Subdivision Agreement (2647076 Ontario Inc.) – Phase 4 Olde Clover Village
- 20-2020 Execution of Agreement – Nagle Drive watermain
- 21-2020 Confirming By-law

RESOLUTION CARRIED

MAYOR

**TOWNSHIP OF LUCAN BIDDULPH
RESOLUTION**

DATE: May 19, 2020

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. 19-2020

A by-law authorizing the execution of an agreement between 2647076 Ontario Inc. (hereinafter referred to as the “Subdivider”) and the Corporation of the Township of Lucan Biddulph (hereinafter referred to as the “Township”)

WHEREAS the Subdivider is the owner of the lands more particularly described Firstly as Part of Lot 7, North of the Proof Line Road, designated as Part 1 on Plan 33R-20141, Township of Lucan Biddulph (Geographic Township of Biddulph), County of Middlesex, being all of P.I.N. 09703-0379 (LT) and Secondly as Part of Lot 7, North of the Proof Line Road, designated as Part 1 on Plan 33R-20213, Township of Lucan Biddulph (Geographic Township of Biddulph), County of Middlesex, being all of P.I.N. 09703-0412 (LT)

AND WHEREAS the Subdivider wishes to subdivide the lands by means of a registered plan of subdivision;

AND WHEREAS The Township, as a condition of its recommendation to the County of Middlesex that final approval be given to the proposed plan of subdivision, has required that the attached Subdivision Agreement (Schedule A) be entered into;

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 2647076 Ontario Inc.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule “A”, 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 19TH DAY OF MAY, 2020.

MAYOR

CLERK

SUBDIVISION AGREEMENT

between

2647076 ONTARIO INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Dated May , 2020

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
INDEX

<u>Section No.</u>	<u>Heading</u>	<u>Page No.</u>
Section 1	Registration of Agreement	5
Sections 2, 3, 4, 5, 6	Registration of Plan	5, 6
Section 7	Engineers	6
Section 8	Township Engineer	6
Section 9	Submission for Approval	6
Section 10	General Grading Plan	6
Section 11	Approval by Township Engineer	7
Section 12, 12.1	Additional Approvals Required	7
Section 13	Construction	8
Section 14	Standard of Work and Variations	9
Section 15	General Maintenance	9
Section 16	Haul Roads	9
Section 17	Temporary Turnarounds	10
Section 18	Supervision of Construction	10
Section 19	Easements	10
Section 20	Utilities	10
Section 21	Utilities Co-Ordination	11
Section 21.1	Canada Post Mailboxes	11
Section 21.2	Archaeological Assessment	11
Section 22	Parkland Provision	12
Section 23	Deposit	12
Section 24	Phases	12
Section 25	Insurance	12
Section 26	Indemnity	13
Section 27	First Interim Certificate and First Certificate of Conditional Acceptance	13
Section 28	Second Interim Certificate	13
Section 29	Warranty Period	14
Section 30	Use By Township	14
Section 31	Construction Lien	14
Section 32	Right of Inspection	15
Section 33	Orders by Engineer	15
Section 34	Remedies Upon Default	15
Section 35	Court Actions	16
Section 36	Building Permit Remedy	16
Section 37	Realizing Security	16
Section 38	Replacement of Security	17
Section 39	Final Acceptance and Assumption	17
Section 40	Assumption of Works	18
Section 41	Lot Grades	19
Section 42	Restrictive Covenant	19
Section 43	Maintenance of Lots	21

Section 44	Development Agreements	21
Section 45	Conditions for Draft Plan Approval	21
Section 46	Conditional on County Approval	21
Section 47	Building Permits	21
Section 48	Premature Application for Building Permits	22
Section 49	Maintenance of Roads	22
Section 50	Cost of Works	22
Section 51	Covenant of Purchasers	22
Section 52	Development Charges and Deferral	22
Section 53	Sewer Video Inspection Program	23
Section 54	Privacy Fencing	23
Section 55	Holding Symbol	23
Section 56	Taxes	24
Section 57	House Numbers	24
Section 58	Subdivider's Title	24
Section 59	Conveyances	24
Section 60	Expense of Subdivider	25
Section 61	Streets	25
Section 62	Conflict of Requirements	25
Section 63	Interest and Lien	25
Section 64	Estoppel	25
Section 65	By-Laws Binding	25
Section 66	Time	25
Section 67	Notice	26
Section 68	Assignment	26
Section 69	Severability	26
Section 70	Number and Gender	26
Section 71	Interpretation	27
Section 72	Binding	27
Schedule "A"	Legal Description	29
Schedule "B"	Draft Plan of Subdivision	30
Schedule "C"	Works to be Completed by Subdivider	31
Schedule "D"	Easements/Security Lots	33
Schedule "E"	Conditions for Draft Plan Approval	34
Schedule "F"	Turning Circle in Draft Reference Plan	50

THIS SUBDIVISION AGREEMENT made the _____ day of May, 2020.

BETWEEN:

2647076 ONTARIO INC. a Corporation incorporated under the laws of the Province of Ontario, having its registered office in the City of London, in the Province of Ontario
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
(hereinafter referred to as the "**Township**")

OF THE SECOND PART

WHEREAS:

- (a) The Subdivider is the owner of the Lands more particularly described in Schedule "A" (hereinafter referred to as the "Lands");
- b) The Subdivider wishes to subdivide the Lands by means of a registered plan of subdivision;
- (c) The Township, as a condition of its recommendation to the County of Middlesex that final approval be given to the proposed plan of subdivision, has required that *this Subdivision Agreement* be entered into;
- (d) The Corporation of the County of Middlesex has provided approval for the Plan of Subdivision for twenty-two (22) lots bearing County of Middlesex No. 39T-LB0702 and approval for the Plan of Subdivision for a further eleven (11) lots (and additional lots not included in the Plan) bearing County of Middlesex No. 39T-LB1301 covering the lands included in the Plan (hereinafter referred to as the "Plan") prepared by Peter Moreton, Ontario Land Surveyor, of the firm of MTE signed and dated by the O.L.S. on _____ ;
- (e) The Plan shows a total of thirty-three (33) lots for residential development and Blocks 34 and 35 for a reserve;
- (f) A copy of the Plan is attached hereto as Schedule "B" to this Agreement; and
- (g) The Conditions for Draft Plan Approval, dated January 14, 2014, for the approval for the Plan of Subdivision bearing County of Middlesex No. 39T-LB1301 (the "39T-LB1301 Conditions for Drafts Plan Approval"), and the Conditions for Draft Plan Approval dated January 14, 2014, for the approval for the Plan of Subdivision bearing County of Middlesex No. 39T-LB0702 (the "39T-LB0702 Conditions for Draft Plan Approval"), are attached as Schedule "E" to this Agreement (together, the "Conditions for Draft Plan Approval");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms, covenants and provisions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

REGISTRATION OF AGREEMENT

1. The Subdivider consents to and will register this Agreement against the title to the Lands in the Land Titles Office within sixty (60) days after the execution of this Agreement by the parties hereto and all of the Subdivider's covenants herein shall run with the Lands and the Subdivider shall forthwith advise the Township of the particulars of registration. Upon confirmation that the Subdivision Agreement is registered the Township will undertake to recommend to The Corporation of the County of Middlesex (the "County") that the Plan should be approved and released for registration subject to the County satisfying itself as to any and all draft plan conditions requiring approval and release from other agencies. The Subdivider shall also obtain such discharges, releases and postponements and take such other actions that may be required to ensure the registration of this Agreement shall not be subject to any notices, agreements, leases, liens, mortgages or other encumbrances.

REGISTRATION OF PLAN

2. Before registration of the Plan, the Subdivider shall pay all outstanding realty taxes levied against the Lands and any other amounts owing to the Township.
3. (1) Prior to registration of the Plan, and as a precondition to the issuance of a "Authorization to Commence Work" as set out in paragraph 13, the Subdivider will lodge with the Township by way of additional securities to guarantee performance of all of the Subdivider's obligations under this Agreement, a letter of credit or certified funds from a chartered bank in a form satisfactory to the Township in an amount equivalent to the value of the outstanding works as approved by the Township's Engineer. The Subdivider shall be entitled to a release of such security only at such time, and from time to time, as the same is no longer required to secure the completion of the works and the maintenance and repair thereof in accordance with the terms of this Agreement;
 - (2) Provided that if and so long as the Subdivider is in default hereunder, the Township may apply such monies to the completion of the works as set out herein
4. As soon as practicable after the Township's recommendation of approval of the Plan, and in any event not later than ninety (90) days following the registration of this Agreement, but prior to the expiration of the Conditions for Draft Plan Approval, the Subdivider shall cause the Plan to be registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) and shall forthwith thereafter advise the Township of the particulars of registration thereof and all other particulars of registration thereof and all other particulars required for the completion of conveyances contemplated by this Agreement.
5. Upon registration of the Plan, the Subdivider shall convey to the Township the easements set forth in Schedule "D" pursuant to the provisions of paragraph 19.

6. Upon registration of the Plan, the Subdivider shall provide the security in accordance with paragraphs 3 and 23 and such security will be delivered to the Clerk of the Township (hereinafter referred to as the "Clerk").

ENGINEERS

7. The Subdivider shall employ competent Engineers registered with the Association of Professional Engineers of Ontario, and provide evidence of professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) endorsed for the works undertaken herein to the satisfaction of the Township:
 - (a) To design the Works (as described in Schedule "C" hereto and referred to herein as the "Works");
 - (b) To prepare all necessary contracts for the Works;
 - (c) To obtain all necessary approvals in conjunction with the Township;
 - (d) To act as the Subdivider's representative in all matters pertaining to the construction and installation of such Works;
 - (e) To supervise the construction of the Works;
 - (f) To schedule the timing of the construction of the Works;
 - (g) To maintain all records of construction of such Works;

and such Engineers shall file in writing with the Township Engineer an undertaking in a form satisfactory to the Township with respect to the Works being done under its supervision, which undertaking shall include a requirement that such Engineers advise the Township Engineer forthwith if such Engineers' instructions become different from those reflected in the undertaking.

TOWNSHIP ENGINEER

8. Whenever the phrase "Township Engineer" is used throughout this Agreement, it shall mean the Public Works Manager or such other person as the Council for the Township shall, from time to time, so direct.

SUBMISSION FOR APPROVAL

9. The Subdivider shall, as soon as practicable, but within 6 months after the date of the registration of the Plan, submit for the approval of the Township Engineer, detailed engineering plans, lot grading plans, specifications for schedules, contracts in respect of and estimate of the cost of the Works specified in Schedule "C" hereto (herein referred to as the "Works"), with the Engineer's professional stamp affixed thereto.

GENERAL GRADING PLAN

10. The Subdivider shall submit for the approval of the Township Engineer, the plans, specifications, contracts and cost estimates, as aforementioned, and a General Grading Plan showing:

- (a) the existing and final elevations of the Lands, which elevations shall be determined by reference to a geodetic bench mark;
- (b) final grades of all roads, access ways and walkways; and
- (c) the lands designated for drainage works.

APPROVAL BY TOWNSHIP ENGINEER

11. Such plans, specifications, schedules, contracts, cost estimates and the General Grading Plan shall be considered, amended if necessary, and approved as amended by the Township Engineer; however, such approval shall not relieve the Subdivider of responsibility for any errors or omissions in such plans, specifications, schedules, contracts, cost estimates or General Grading Plan.

ADDITIONAL APPROVALS REQUIRED

12. In addition to the approval of the Township Engineer as required by paragraph 11 above, all such plans, specifications and schedules, including and particularly those detailing the supply of water to the Lands, the handling of storm water and sewage from the Lands, and the General Grading Plan shall be considered, amended if necessary, and approved, as amended:
- (a) by the Ministry of the Environment and Energy (hereinafter referred to as "MOE") as to matters related to the Ministry's mandate and jurisdiction;
 - (b) by all utility suppliers as to matters related to their mandate and jurisdiction;
 - (c) by the Ausable Bayfield Conservation Authority (hereinafter referred to as the "Conservation Authority") as to matters related to the Conservation Authority's mandate and jurisdiction;
 - (d) by the Ministry of Transportation (hereinafter referred to as "MTO") as to matters related to the Ministry's mandate and jurisdiction; and
 - (e) by the Township confirming that there is adequate sanitary sewage treatment capacity and water treatment capacity to service the development of the Lands with such approval being reviewed and approved by The Corporation of the County of Middlesex (the "County of Middlesex" or the "County");

and the Subdivider shall provide written substantiation of such approvals including, in each case, confirmation that the Subdivider has entered into any and all agreements which each approving agency may require in connection with the use and development of the Lands. Such approvals shall not relieve the Subdivider of responsibility for any errors or omissions in such plans, specifications, schedules, contracts, cost estimates or General Grading Plan.

12.1 Without limiting the other requirements in this Agreement, prior to final approval by the Township and the County of Middlesex, the Subdivider shall complete the

following items to the satisfaction of the Township, the MTO and such other third parties as may be required at law:

- (a) The County of Middlesex shall be advised in writing by the MTO how conditions twenty through twenty-six (20-26) of the 39T-LB0702 Conditions for Draft Plan Approval have been satisfied and the County of Middlesex shall have approved the manner in which these conditions have been fulfilled;
- (b) Prior to final approval, the County of Middlesex shall be advised in writing by the Ausable Bayfield Conservation Authority how condition twenty-one (21) of the Conditions for Draft Plan Approval have been satisfied and the County of Middlesex shall approve the manner in which this condition has been fulfilled;
- (c) The Subdivider shall convey to the Township Part 2 of Reference Plan 33R-18432 with the intention that Part 2 shall be a public highway;
- (d) The Subdivider shall convey to the Township or the MTO, as applicable, visibility triangles having dimensions of five (5) metres by thirteen (13) metres on the Plan in a location and manner satisfactory to the Township and the MTO with such visibility triangles being dedicated as a public highway on the Plan;
- (e) The Subdivider shall convey to the Township a 0.3 metre reserve extending across the entire frontage of Highway 4 including the back of the visibility triangles (excluding the road opening) with such reserve being approved and conveyed in a manner satisfactory to the Township and the MTO; and

CONSTRUCTION

13. No construction or installation of the Works shall commence until the Township Engineer has issued an "Authorization to Commence Work", under this paragraph 13, which shall not be issued:
 - (a) Unless this Agreement has been registered in accordance with paragraph 1;
 - (b) Until after the approvals of the Township Engineer, the MOE, the MTO and the Conservation Authority have been given with respect of all to the Works;
 - (c) Until a policy of insurance as required in accordance with paragraph 25 of this Agreement has been given to the Clerk of the Township (hereinafter referred to as the "Clerk");
 - (d) Until the Subdivider has rough graded the Lands in accordance with the General Grading Plan submitted and approved, as aforesaid, plus or minus one foot, or with such other variations as the Township Engineer may permit on such terms and conditions as the Township Engineer may see fit to impose, and in authorizing any such variations and imposing any such terms and conditions, the Township Engineer shall have regard for any advice received from MOE, Conservation Authority, and MTO in that regard; and
 - (e) Until the Subdivider has provided the financial security as provided in paragraph 3 and paragraph 23.

After the issuance of the "Authorization to Commence Work" the Subdivider shall cause to be constructed and installed the Works on a continuous basis and as quickly as

possible and shall complete the Works necessary to achieve First Interim Completion Certificate, as defined in paragraph 27, within one (1) year of receipt of the Authorization to Commence Work from the Township Engineer. The Subdivider may, at any time and from time to time, seek an extension or extensions of such one (1) year period in respect of all or any part or parts of the Works and the Township Council may grant any such request on such terms and conditions as the Township may see fit to impose.

STANDARD OF WORK AND VARIATIONS

14. The Works shall be constructed and installed strictly in accordance with the approved plans, specifications and schedules, in accordance with good engineering practice and to the entire satisfaction of the Township Engineer, provided that the Township Engineer may require, in writing, such reasonable variations from the approved plans, specifications and schedules as may be required by conditions which may be disclosed as the construction and installation of the Works progresses and the Subdivider shall construct and install the Works strictly in accordance with the plans, specifications and schedules as so varied.

GENERAL MAINTENANCE

15. Until final acceptance and assumption of the Works by a by-law of the Township, the Subdivider shall maintain or cause to be maintained all of the Lands in a clean, neat and nuisance free condition and shall carry out or cause to be carried out all weed cutting and maintenance on all of the Lands and shall maintain all roads and pedestrian walks within the Lands free from mud, snow, debris, building materials and all other obstructions or waste. Until final acceptance and assumption of the Works by a By-law of the Township, the Subdivider shall not dump or store or permit the dumping or storing of any fill, snow, debris, building materials or any other kind of material on the Lands save, during construction operations, such materials as are necessary for the construction. After the issuance by the Township of the First Certificate of Conditional Acceptance, as defined in paragraph 27, the Township may, at the Subdivider's request and expense, remove snow from the roads, but the doing of such work by the Township shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Township be deemed to have accepted or assumed such roads.

HAUL ROADS

16. Until final acceptance and assumption of the Works pursuant to a bylaw of the Township, the Subdivider shall for the purpose of minimizing or eliminating the danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Works along such streets as are specified by Township Engineer or when directed by the Township Engineer along such temporary construction roads as are to be constructed and maintained by the Subdivider, and the Subdivider shall insure that all haul roads are maintained in a compacted and dust-free condition. In the event that any part of a road is damaged during construction of the Works, the damage shall be restored as may be directed by the Township Engineer.

TEMPORARY TURNAROUNDS

17. The Subdivider covenants and agrees that in the event construction of the Works is being phased, or if the Works abut future development land, the Subdivider will provide adequate turning space for vehicles at the applicable phase of the boundaries of the Works. The turning space will be constructed in accordance with the Township's design standards and specifications and the Subdivider shall, at its own expense, grant to the Township such easements as are required for the turning space over adjoining lands owned by the Subdivider with such easements to be released by the Township in favour of abutting landowners when the abutting land is developed. Without limiting the above, the Subdivider shall construct a Turning Circle in the location designated as Part 1 on the Draft Reference Plan attached hereto as Schedule "F".

SUPERVISION OF CONSTRUCTION

18. The construction and installation of the Works shall be carried out primarily under the supervision of the Subdivider's Engineer; provided, however, that such supervision shall not relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider's obligation to construct, install and maintain the Works in a good workmanlike and complete manner and in accordance with this Agreement; and the Township Engineer shall be notified in advance by the Subdivider's Engineer of the construction of the Works for the purposes of supervision and inspection by the Township Engineer as may be deemed necessary by the Township Engineer. The Township Engineer may, at the expense of the Subdivider, engage Engineers and other technical consultants to assist him in the performance of any inspection or supervision which Engineer and/or technical consultants, if engaged, shall be paid by the Subdivider.

EASEMENTS

19. The Subdivider shall, at its expense and at no cost to the Township, provide all easements necessary in all phases, in connection with the drainage, construction and installation of the Works as set forth in Schedule "D" attached to this Agreement, such easement or easements shall be subject to the approval of the Township Engineer as to location and width, and the construction and installation of any Works on or in connection with such easement or easements shall not commence until the easement or easements have been granted to the Township. The said easements shall be conveyed to the Township free and clear of all liens, leases, agreements, notices, mortgages and other encumbrances.

UTILITIES

20. The Subdivider shall arrange to have Hydro One, Bell Canada, Union Gas Limited, the locally authorized cable television operator and such other persons as the Township may designate, design and install, at no cost to the Township, all necessary electrical, telephone, natural gas, cable television and other utilities or service distribution systems, which systems are to be installed underground unless otherwise authorized by the Township Engineer. The Subdivider shall provide and

grant by Deed/Transfer, for nominal consideration, to the Township, Hydro One, Bell Canada, Union Gas Company, the locally authorized cable television operator, and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Township Engineer for such purposes. All necessary approvals from the Utility suppliers must be in place no later than ninety (90) days after the date this Agreement has been approved by the Township.

With respect to the underground communication/telecommunication utility services for the lands, the installation of such services shall, at a minimum, facilitate the effective delivery of communication and telecommunication services for 911 emergency services.

The Subdivider acknowledges and agrees that the Subdivider's obligation hereunder to construct, install, maintain, relocate and repair the Works includes the replacement, relocation and repair of any of the Works that are damaged or altered in the construction with the installation of any such utilities or distribution systems.

UTILITIES CO-ORDINATION

21. The Subdivider shall co-operate with Hydro One, Bell Canada, Union Gas Company, the locally authorized cable television operator and such other utility companies as the Township may designate, so that the construction of the Works shall be co-ordinated to utilize a common trench with other utilities to the extent practicable. The Subdivider agrees to relocate and pay the cost of relocation and repairing any existing service where such relocation or repair is made necessary by reason of the construction of the Works and in this connection the Subdivider shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Township Engineer.

CANADA POST MAILBOXES

- 21.1 The Subdivider shall enter into an agreement with Canada Post Corporation and arrange for the installation of community mailboxes in a location acceptable to the Subdivider and the Township.

ARCHAEOLOGICAL ASSESSMENT

- 21.2 Prior to final approval, the Owner shall either: (i) carry out an archaeological assessment of the Lands and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found; or (ii) provide satisfactory evidence that the said archaeological assessment had been completed. If the said archaeological assessment is completed by the Owner, no grading or other soil disturbances shall take place on the Lands prior to the Owner's Licensed Archaeologist providing a letter to the Township and the County of Middlesex indicating that there are no further concerns for impacts or archaeological sites on the Lands. This letter shall be accompanied by a Ministry of Tourism, Culture & Sport letter indicating that the said licensee has met the Terms and Conditions for Archaeological

Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports. For clarity, if the Owner provides confirmation that a sufficient archaeological assessment of the Lands has been provided in a manner acceptable to the Township, no archaeological assessment of the Lands shall be required under this Section 21.2.

PARKLAND PROVISION

22. The Subdivider and the Township acknowledge that the parkland requirement has been satisfied for the development on the Lands by the transfer of Block 45 Plan 33M-653 to the Township.

DEPOSIT

23. The Subdivider agrees to provide an initial deposit to the Township at the time of the execution of this Agreement in the amount of Fifty Thousand Dollars (\$50,000.00) and thereafter to keep on deposit at all times with the Township a deposit of Fifty Thousand Dollars (\$50,000.00) to reimburse the Township for its actual costs incurred from time to time for engineering, surveying and legal fees and disbursements and for the costs of administration, supervision and all other work required by the Township in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given herein. The Township agrees to provide an invoice to the Subdivider from time to time and forthwith upon production of that invoice, the Township shall be entitled to accept the amount on deposit on account of such invoice and to require from the Subdivider the payment of any balance outstanding on the account at that time and to make a further deposit to the Township so that the sum of Fifty Thousand Dollars (\$50,000.00) will remain on deposit at all times. When the Works have been completed, if the deposits received are insufficient, the Subdivider shall reimburse the Township for such actual costs from time to time as and when requested by the Township; and if this sum exceeds the actual costs, the Township shall refund to the Subdivider such excess upon final acceptance of the Works.

PHASES

24. All Works shall be constructed in one phase for the development of the Lands within the Plan.

INSURANCE

25. Prior to the issuance by the Township Engineer of the "Authorization to Commence Work", the Subdivider shall lodge with the Township an insurance policy with an insurance company satisfactory to the Township, insuring, for the joint benefit of the Subdivider and the Township, against public liability and property damage arising out of the construction and installation of any of the Works to be performed pursuant to this Agreement providing coverage which shall continue until all the Works are completed and finally accepted and assumed by by-law of the Township and the policy shall have limits of liability in an amount to be specified by the Township, but which limits shall not be less than Five Million Dollars (\$5,000,000.00) and the Subdivider shall satisfy the Township from time to time

that the premiums for such insurance policy have been paid and that such insurance policy is in full force and effect.

INDEMNITY

26. Until the Township shall have finally accepted the Works by by-law as provided in paragraph 40 hereof, the Subdivider shall indemnify the Township against all actions, causes of actions, suits, claims or demands whatsoever which may arise, either directly or indirectly, by reason of the Subdivider undertaking the Works; and the issuance of an insurance policy as provided in paragraph 25 hereof shall not be construed as relieving the Subdivider from responsibility for indemnity of the Township for liability not covered by such insurance or in excess of the policy limits of such insurance.

FIRST INTERIM CERTIFICATE AND FIRST CERTIFICATE OF CONDITIONAL ACCEPTANCE

27. Upon completion of the underground services mentioned in Schedule "C" and upon completion of the base coat of asphalt, and construction of curbs and gutters on all roads to be constructed in accordance with Schedule "C", the Subdivider may apply for a partial release of security delivered pursuant to paragraphs 6, 3 and 23 and may submit to the Township a First Interim Completion Certificate issued by a duly qualified engineer retained by the Subdivider in accordance with paragraph 7 stating the portion of the Works completed and the value of that part of the Works remaining to be done; and, upon the Township Engineer satisfactorily confirming completion of the underground services and road construction, as aforesaid, and the value of the uncompleted part of the Works, the Township Engineer shall issue a First Certificate of Conditional Acceptance with respect to the Works. The Township shall agree to the release of that part of the security delivered under paragraphs 3, 6 and 23, which is no longer required, in the Township Engineer's opinion. The Township Engineer shall retain such part of the security as is necessary, in the opinion of the Township Engineer, to secure the installation, proper maintenance and repair of those parts of the Works which have not then been accepted and assumed by by-law of the Township. Notwithstanding the foregoing, at no time shall the security provided by the Subdivider fall below a minimum amount of Fifty Thousand Dollars (\$50,000.00).

SECOND INTERIM CERTIFICATE

28. Within twelve (12) months following the point where building permits have been issued for more than seventy-five percent (75%) of the lots on the plan herein, the Subdivider shall submit to the Township a Second Interim Completion Certificate issued by a duly qualified engineer retained by the Subdivider stating that the works are completed. Upon the Township Engineer satisfactorily confirming completion of the Works, the Township Engineer shall issue a Second Certificate of Conditional Acceptance of the Works. The Township shall release to the Subdivider such portion of the security provided under this Agreement that, in the Township Engineer's opinion, is no longer required. The Township shall retain such part of the security as is necessary, in the opinion of the Township's

Engineer, to secure the proper maintenance and repair of the Works for the Warranty Period hereinafter mentioned.

WARRANTY PERIOD

29. (1) The Subdivider shall maintain and repair the Works for a period of two (2) years commencing on the date of the issuance by the Township of the Second Certificate of Conditional Acceptance and continuing until the Township shall have finally accepted the Works, by by-law, as provided in paragraph 40 hereof (hereinafter and hereinbefore referred to as the "Warranty Period"). The Subdivider shall repair any defects in the Works which shall become apparent within the Warranty Period. The Subdivider should pay all utility costs until the services are assumed by the Township.
- (2) The Subdivider shall install the surface asphalt on all the roads on the Plan after the completion of the first year of the warranty and when authorized by the Township Engineer. The second year of the warranty shall commence upon the completion of the surface asphalt following the approval of the installation by the Township Engineer. The second year of the warranty shall be deemed to commence on the date that the Township Engineer has given approval for the installation of the surface asphalt.

USE BY TOWNSHIP

30. Until the Township shall have finally accepted the Works by bylaw as provided in paragraph 40 hereof, the Works shall remain the property of the Subdivider and shall be fully the responsibility of the Subdivider to maintain and the Subdivider agrees that:
- (a) The Township may use the Works for the purpose for which they are designed, notwithstanding that such Works may not have been conditionally or finally accepted by the Township;
 - (b) The Township may authorize the use of the Works by any other authorized person in connection with any part of the Lands, notwithstanding that such Works may not have been conditionally or finally accepted by the Township;
 - (c) Such use shall not be deemed an acceptance of the Works by the Township;
 - and,
 - (d) Such use shall not in any way relieve the Subdivider of the obligation to construct, install, maintain and repair the Works so used.

CONSTRUCTION LIEN

31. The Subdivider shall pay promptly those employed in the construction, installation, maintenance and repair of the Works, but shall hold back such sums as are required to be held back by the Construction Lien Act R.S.O. 1990, c. C.30 and the Subdivider shall indemnify the Township against any claims, actions or demands with respect to construction liens or otherwise in connection with the work; and, on the demand by the Township, the Subdivider shall forthwith discharge any such lien or any certificate of action which may be registered against the Works or the

Lands or obtain and register on title an Order vacating any such lien or certificate of action.

RIGHT OF INSPECTION

32. (1) The Township Engineer shall have the right at any time and from time to time to enter upon the Lands and other lands upon which any of the Works are or are to be constructed or installed and to make such tests and inspections as he may deem desirable; to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in his opinion, it is desirable for him to obtain in order to facilitate his inspection and supervision and, if the Township Engineer shall deem it necessary, to engage technical consultants to assist him in the performance of any inspection or supervision which technical consultants, if engaged, shall be paid by the Subdivider.

(2) The Subdivider shall notify his consulting engineer in the event that an existing sewer drain is encountered during the progress of construction. The Subdivider shall have his consulting engineer investigate the matter and shall comply with the recommendations of his consulting engineer as approved by the Township Engineer with respect to the sewer or drain encountered, such as connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no expense to the Township. The Subdivider shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the site which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Subdivider shall carry out any necessary remedial work to correct the problem as recommended by his consulting engineer and to the satisfaction of the Township Engineer at no expense to the Township.

ORDERS BY ENGINEER

33. If the Township Engineer is not satisfied that such installation, construction, maintenance or repair is being done in accordance with the approved plans, specifications and schedules or in accordance with good engineering practice, the Township Engineer may stop the work for any length of time he is so satisfied; and, if the Township Engineer deems that the work is not proceeding in a proper manner, he may stop the work and require that another contractor be placed on the job to complete such Works and all costs incurred by the Township in so doing shall be paid by the Subdivider forthwith upon demand by the Township.

REMEDIES UPON DEFAULT

34. If the Subdivider is in default of any term, covenant or provision of this Agreement, in addition to any other remedy which the Township may have against the Subdivider for breach of this Agreement, the Township, at its option, after first giving the Subdivider at least 15 days' written notice:

(a) May enter and re-enter the Lands and complete any part or all of the Works in respect of which there has been default, including the repair,

- reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the Subdivider, on demand;
- (b) May make any payment which ought to have been made by the Subdivider in connection with the Works and this Agreement, and recover the amount thereof from the Subdivider, on demand;
 - (c) May do any other thing required of the Subdivider by this Agreement and recover the cost of so doing from the Subdivider, on demand; and/or
 - (d) May issue any Order or revoke any permit that has been issued for the Lands under this Agreement.

The Subdivider hereby irrevocably authorizes and directs the Township to recover such costs from the Deposit and any other Securities provided by the Subdivider under this Agreement.

Provided that if in the Township Engineer's opinion the doing of anything hereinbefore authorized to be done is immediately necessary to prevent damage or hardship to persons or property the Township may do such thing forthwith without giving notice of its intention so to do. And it is understood and agreed by the parties that the entry upon the Lands by the Township or the doing of any thing by the Township as authorized by this paragraph shall be as agent for the Subdivider and shall not be deemed an acceptance of the Works by the Township and shall not in any way relieve the Subdivider of the obligations of this Agreement.

COURT ACTIONS

- 35. In addition to any other remedy which the Township may have against the Subdivider for breach of this Agreement the Township may bring action to restrain or to compel specific performance of all or any part of this Agreement and for damages.

BUILDING PERMIT REMEDY

- 36. In addition to any other remedy which the Township may have against the Subdivider for breach of this Agreement, the Township may refuse or may withdraw any building permit or permits that have been granted to the Subdivider or any other person, providing such other person has not commenced construction, and may refuse to issue further building permits until the Subdivider's breach has been rectified.

REALIZING SECURITY

- 37. In addition to any other remedy which the Township may have against the Subdivider for breach of this Agreement, after first giving 15 days' notice to the Subdivider, the Township may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in default, or to recover such costs if the Township has done such work or thing prior to realizing

upon and enforcing the security. Similarly, the Township may recover any money which it has paid and which the Subdivider ought to have paid or any money which is otherwise due to the Township from the Subdivider under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Township, the excess shall be refunded to the Subdivider upon final acceptance and assumption of the Works; but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

REPLACEMENT OF SECURITY

38. In the event that the Township realizes upon any security available to it and uses the proceeds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in default or to recover such costs if the Township has done such work or thing prior to realizing upon and enforcing the security, then forthwith upon demand by the Township, the Subdivider shall immediately reinstate the security to the amount or value that it was immediately prior to the use of such proceeds as aforesaid.

FINAL ACCEPTANCE AND ASSUMPTION

39. Upon expiration of the warranty period and completion of the installation, construction, maintenance and repair of the Works, including all maintenance and repair during the Warranty Period required by this Agreement, and 90 per cent of the Lots have been built up and sold, the Subdivider shall:
- (a) Submit to the Township a Final Completion Certificate issued by a duly qualified engineer, certifying that all Works hereby required to be performed have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans, specifications and schedules and in accordance with this Agreement, including certificates as to the testing of water mains and sewers; and to the extent that the Subdivider or the Subdivider's Engineer is not professionally qualified to provide such certification, the Subdivider's Final Completion Certificate shall be supported by accompanying certificates of those qualified to do so;
 - (b) Furnish to the Township a Statutory Declaration of a proper and duly authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Works have been paid and that there are no outstanding claims relating thereto;
 - (c) Furnish to the Township confirmation by Bell Canada, Union Gas, the locally authorized TV cable operator, and such other persons as the Township may have designated as contemplated in paragraph 20 that all acceptable arrangements have been made with the Subdivider as to the completion of the installation, at no cost to the Township, of all necessary telephone, fuel, cable television and other utilities or service distribution systems;

- (d) Furnish to the Township confirmation from the MOE, Hydro One, the Conservation Authority, and MTO that all of their respective requirements have been satisfied by the Subdivider
- (e) Furnish to the Township Engineer two (2) sets of mylar drawings, and digital records in a format satisfactory to the Township Engineer displaying the Works "as constructed" for the Township's records;
- (f) Furnish to the Township a written statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all survey bars as shown on the Lands at a date not earlier than 30 days before the submission to the Township for the Final Completion Certificate; and
- (g) Furnish to the Township a Certificate from a registered Ontario Land Surveyor certifying that, on a date not earlier than 30 days before the submission to the Township for the Final Completion Certificate, such Ontario Land Surveyor, took such elevations on the Lands as were necessary to determine whether the elevations and grades were on that date in accordance with the General Grading Plan submitted to and approved in accordance with this Agreement and further certifying that the elevations and grades were on that date in accordance with the General Grading Plan, within three inches, and that, on that date, the Lands had been graded so that the slope was uniform between adjacent elevations.

ASSUMPTION OF WORKS

40. As soon as practicable after the submission of the Final Completion Certificate, the Township Engineer shall either:
- (a) Confirm the Final Completion Certificate and issue a certificate of Final Acceptance of the Works, or
 - (b) Issue to the Subdivider a statement of deficiencies in the grading, whether or not the Subdivider is then the owner of the Lands in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance or repair of the Works and, upon the Subdivider rectifying all of such deficiencies to the complete satisfaction of the Township Engineer within 60 days after the issuance of the statement of deficiencies, the Township Engineer shall issue a certificate of final acceptance;

Thereafter, the Township shall, as soon as possible, enact a by-law assuming ownership of the Works thereby terminating the Warranty Period; and such security as is then retained by the Township shall be released to the Subdivider. The Subdivider agrees that upon enactment of the assumption by-law as aforesaid, all of the Works vest in the Township and the Subdivider shall have no right or claim thereto except as a user thereof.

LOT GRADES

41. The Subdivider shall, at all times, maintain or cause to be maintained the elevations and grades, including any swales, on all lots and blocks as shown on the Plan in accordance with the General Grading Plan which has been approved in accordance with this Agreement.

RESTRICTIVE COVENANT

42. The Subdivider agrees to register restrictive covenants on each of the lots within the plan subdivision which shall contain provision for the following:
- (a) That the owner of each lot shall provide and maintain a paved parking area on the lot, in the absence of a garage on the lot, and a paved driveway from the travelled portion of the street from which access to the lot is permitted to such parking area or garage if one exists on the lot, and for the purposes of this clause, interlocking brick or concrete shall be regarded as paved surface but a tar and chips, double surface treatment surface shall not be regarded as a paved surface;
 - (b) The owner of each lot shall, at all times, maintain the elevations and grades on the lot in accordance with the lot grading plan therefore and the General Grading Plan which has been approved, in respect of that lot, in accordance with this Agreement and regarding the construction of buildings:
 - i) no building shall be constructed beyond its foundation until there has been filed with the Building Inspector, an Owner's Interim Grading Certificate bearing the signature and seal of a duly qualified Engineer as contemplated in paragraph 7 or of a registered Ontario Land Surveyor, confirming that the elevation of the foundation, as constructed, generally conforms to the lot grading plan which has been approved in respect of that lot and the General Grading Plan which has been approved in accordance with this Agreement and a municipal sanitary sewer system has been installed in a manner acceptable to the Township Engineer and any approval authority, and
 - ii) no newly constructed building shall be occupied or used until there has been filed with the Building Inspector, an Owner's Final Grading Certificate bearing the signature and seal of a duly qualified Engineer as contemplated in paragraph 7 or of a registered Ontario Land Surveyor, confirming that the elevation of the foundation, as constructed, generally conforms to the lot grading plan which has been approved in respect of that lot and the General Grading Plan which has been approved in accordance with this Agreement:
 - (c) The owner of each lot shall, at all times, provide and maintain on the lot, walls, fences, hedges or other suitable ground cover to provide adequate landscaping of the lot and to provide protection to adjoining property;

- (d) Except where crossed by driveways or where a sidewalk is located or where landscaped, the owner of each lot shall maintain a lawn in that portion of the street from which access to the lot is permitted between the lot line and travelled portion of the street;
- (e) The owner of each lot upon which swales are located as required by the General Grading Plan which has been approved in accordance with this Agreement shall, at all times, maintain and repair such swales so as not to alter the drainage pattern established by such General Grading Plan;
- (f) In connection with any building with a basement or cellar on any lot, the owner of such lot shall ensure that the foundations are at all times properly damp-proofed and that the ground surface is at all times properly graded to direct all surface water away from the building;
- (g) Where weeping tile is provided in connection with any building or structure on any lot for the accumulation and disposal of storm, surface or ground water, no such weeping tile shall be connected to or permitted access to any municipal sanitary sewer system;
- (h) In connection with any building with a basement or cellar on any lot, the owner of such lot shall, at all times, provide and maintain a self-activated sump pump in the basement or cellar of the building and, at all times, shall maintain such sump pump in good and serviceable condition with a proper and adequate outlet therefore and no such sump pump outlet shall be connected to or permitted access to any municipal sanitary sewer system; and each sump pump shall be complete with a waterproof sump;
- (i) No owner of a lot shall directly connect his drainage system to the municipal storm sewer system;
- (j) That the owner acknowledges that the storm water pipe and catch basins located in the rear yard are the property of the Township and by accepting title to the property, covenant not to destroy, remove, alter or relocate either the storm water pipe or catch basin located at the rear of the lot;
- (k) That the owner acknowledges that the Lands are located in the vicinity of a light industrial property on Saintsbury Line there exists a potential for foul odours, dust and noise from the nearby operation;
- (l) The owner of each Lot shall not accept any offer to purchase any Lot within the Plan unless the said offer to purchase includes the following warning or the following warning has been provided in writing to the prospective purchaser:

Warning: the subject property is located near potential sources of noise, odour, dust and similar adverse impacts and nuisances arising from neighbouring agricultural, industrial and commercial uses despite the fact that such operations may be operating in accordance with the Township's Zoning By-Law and all other applicable laws.

The Subdivider agrees to provide the Township with a copy of the building restrictions forthwith upon their registration on title to the Lands.

MAINTENANCE OF LOTS

43. The facilities and Works required by paragraphs 41 and 42 shall be provided and maintained by the owner of each lot from time to time at such owner's sole risk and expense and to the satisfaction of the Township; and, in default thereof; in addition to any other remedies which may be available to the Township, the provisions of Sections 440 and 442 of the *Municipal Act, R.S.O. 2001, c.25* shall apply for the purpose of securing rectification of the default.

DEVELOPMENT AGREEMENTS

44. The owner of each lot to be developed or redeveloped may be required to enter into one or more agreements with the Township dealing with the provision and maintenance of the facilities and Works referred to in paragraphs 42(a) to 42(k) inclusive, which agreement or agreements shall be in a form binding upon such owner and all subsequent owners and shall be capable of being registered on title.

CONDITIONS FOR DRAFT PLAN APPROVAL

45. The Subdivider hereby agrees to take such actions and obtain such approvals that may be necessary to satisfy all Conditions for Draft Plan Approval required by the County of Middlesex. Annexed hereto as Schedule "E" is a copy of the Conditions for Draft Plan Approval.

CONDITIONAL ON COUNTY APPROVAL

46. All terms, covenants and provisions of the Township under this Agreement shall be conditional upon the Subdivider obtaining all necessary approvals from the County of Middlesex, the Ministry of Transportation and Ausable Bayfield Conservation Authority, including without limitation all the requisite approvals and requirements to fulfill all the conditions set out in the Conditions for Draft Plan Approval set out in Schedule "E". This condition is solely in favour of the Township and the condition shall not in any way derogate from, qualify or serve to extend any deadline for the Subdivider's compliance with the terms, covenants and provisions of this Agreement.

BUILDING PERMITS

47. The Subdivider shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any other building or structure on any lot or block shown on the Plan and no building permit for the residential development or redevelopment of any lot or block as shown on the Plan shall be issued until:
- (a) A zoning by-law has been passed by the Township in accordance with the provisions of the *Planning Act R.S.O. 1990 c. P.13* to permit construction of detached residential units on the Lands within the Plan;
 - (b) The Township has issued the First Certificate of Conditional Acceptance;
- and

- (c) If required by the Township, the agreement or agreements referred to in paragraph 44 above have been entered into not only by the registered owner of the lot in respect of which the building permit is sought but also by the applicant for the building permit if the applicant is not the owner and the agreement or agreements have been delivered to the Township and registered on title.

PREMATURE APPLICATION FOR BUILDING PERMITS

48. Notwithstanding the foregoing restriction respecting the application for 6 (six) building permits and the issuance thereof contained in paragraph 44, the Subdivider, or anyone claiming title from it, may apply for six (6) building permits after the Plan of Subdivision has been registered and such premature building permits will only be issued if the following prerequisites have been fulfilled and/or provided:
- (a) all financial security as set out in paragraph 23 has been delivered to the Township;
 - (b) the initial deposit required in paragraph 23 hereto has been delivered; and
 - (c) the applicant for the building permit undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not occur until the First Certificate of Conditional Acceptance is issued by the Township Engineer and final building inspection by the Chief Building Official or his or her designate.

MAINTENANCE OF ROADS

49. If a building permit is issued before the First Certificate of Conditional Acceptance is issued by the Township Engineer, the Subdivider shall maintain a granular base for the roadways in a well graded dust and mud free condition fit for normal traffic at all times and will erect street signs and traffic and speed limit signs of a design and in locations specified by the Township which signs shall become the property of the Township upon final acceptance of the Works.

COST OF WORKS

50. The Subdivider, when selling any lots on the Plan, shall include in the price thereof the cost of the Works in order that a purchaser shall not be required to pay any of such costs thereof over and above the purchase price paid to the Subdivider for the said lot.

COVENANT OF PURCHASERS

51. The Subdivider shall not accept any offer to purchase any lot within the Plan, unless the Subdivider has given to such purchaser, prior to the making of such offer, a copy of the building restrictions registered on title pursuant to the provision of paragraph 42.

DEVELOPMENT CHARGES AND DEFERRAL

52. Development Charges shall be paid in connection with the subdivision of land and in accordance with the current Township Development Charges By-Law as may be

in force at the time of the execution of this Agreement. The Subdivider shall ensure that the persons who first purchase the Lands, or any part thereof, shall be provided with notice of all applicable Development Charges relating to the Lands and the development contemplated herein in the applicable Agreement of Purchase and Sale.

SEWER VIDEO INSPECTION PROGRAM

53. The Subdivider covenants and agrees to:
- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works for the Plan of Subdivision;
 - (b) provide the Township with video tapes and written reports in a format as specified by the Township Engineer;
 - (c) carry out the video inspection:
 - i. after completion of base coat asphalt;
 - ii. prior to Acceptance of the applicable Works by the Township; and
 - iii. prior to Assumption of the Works or at any other time if required by the Township's Engineer;
 - (d) remove all silt and debris from the sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the report or as required by the Township's video-tape inspection report.

PRIVACY FENCING

54. If requested, privacy fencing and/or acoustical barriers shall be installed by the Subdivider in a manner and location satisfactory to and approved by the Township. After installation, all subsequent owners shall have the sole responsibility for and shall maintain these features.

HOLDING SYMBOL

55. The Township shall remove by By-Law the 'H' symbol applying to the zoning of this phase of the Plan in accordance with the provisions of the Planning Act (Ontario), as amended after the following prerequisites have been fulfilled:
- (a) Final approval of the Plan by The Corporation of the County of Middlesex;
 - (b) Final approval by the Township that the appropriate zoning is in place and delivery of notice of such approval to the County;
 - (c) Registration of the Plan;
 - (d) Execution and delivery of this Agreement by the parties; and
 - (e) Registration of this Agreement.
- Removal of the 'H' symbol from subsequent phases of the Plan shall occur only upon the Township being satisfied with completion of the Plan's prior phases in its sole and absolute discretion. Without limiting the Township's discretion to delay the removal of the 'H' symbol from subsequent phases of the Plan, the 'H' symbol shall in no event be removed from subsequent phases of the Plan unless the following minimum prerequisites have been fulfilled:
- (i) At least eighty (80%) per cent of the dwelling units in the prior phase of the Plan have been constructed and certified for occupancy;

- (ii) A final Certificate of Acceptance has been issued with respect to the prior phase of the Plan;
- (iii) External infrastructure services for the development of the Lands has been completed, including but not limited to, municipal water supply, treatment and conveyance infrastructure and sewage treatment and water conveyance infrastructure. For the purposes of this Section 55, and the Conditions for Draft Plan Approval, services being in place means that infrastructure exists and is operational to the satisfaction of the Township and such infrastructure has been allocated by the Township for use in connection with the development of the Lands; and
- (iv) At the discretion of the Township, certain lands may be designated to remain subject to "H" symbol and held for future development purposes until such time as such lands are merged in the same name and title including any PIN consolidation with the adjoining lots or blocks on any adjacent plan of subdivision.

TAXES

56. The Subdivider shall pay all taxes levied on the Lands in accordance with the assessment thereof until the Lands have been assessed according to the Lots created by the Plan, after which, the Subdivider shall pay the taxes levied on any and all lots of which the Subdivider is the owner and on any and all security lots of which the Township is the owner. If there are any existing local improvements or other rates or charges in respect of the Lands, including any that relate to the construction, maintenance and repair of municipal drains, the Subdivider shall commute and prepay the same within 10 days after the execution and delivery of this Agreement by the Township.

HOUSE NUMBERS

57. The Subdivider agrees to accept the designation by the Township Engineer of house numbers for the lots on the Plan and the Subdivider agrees to furnish to purchasers from it such house numbers.

SUBDIVIDER'S TITLE

58. The Subdivider represents and warrants to the Township that, at the date of this Agreement and at the date of the registration of this Agreement upon title, the Subdivider is the owner in fee simple of the Lands described in Schedule "A". The Subdivider shall cause to be delivered to the Township an opinion by a Solicitor authorized to practice in Ontario to this effect on two occasions, the first upon and as of the execution of this Agreement and the second after and as of the registration of this Agreement upon the title to the Land. The said opinion shall be addressed to the Township in consideration of a fee of One Dollar (\$1.00) payable to the Solicitor rendering the same.

CONVEYANCES

59. Any conveyances of real property, if applicable, or easements shall be made to the Township forthwith upon the registration of the Plan.

EXPENSE OF SUBDIVIDER

- 60. Every provision of this Agreement by which the Subdivider is obliged in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context specifically otherwise requires.

STREETS

- 61. The Subdivider agrees to dedicate to the Township the road allowances included in the Plan as public highways, and to name such road allowances such street names to the satisfaction of the Township.

CONFLICT OF REQUIREMENTS

- 62. Where there is any conflict between the requirements of the Township and those of any regulatory body, those of the regulatory body shall prevail unless the requirements of the Township are more demanding, in which case the Township's requirements shall prevail; and, in the event of any dispute as to which are more demanding, the Township's decision shall be final and binding as between the Subdivider and the Township.

INTEREST AND LIEN

- 63. In the event that there are monies due from the Subdivider to the Township which have not been paid within 15 days after demand therefore by the Township, interest shall be payable on the amount due at the rate of 8% per annum calculated monthly from the date of demand and the amount due together with interest thereon shall constitute a lien upon the Lands.

ESTOPPEL

- 64. The Subdivider shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall be pleaded as an estoppel against the Subdivider in such proceedings.

BY-LAWS BINDING

- 65. Notwithstanding any provision of this Agreement, the Subdivider and all persons taking title to the Lands from it shall be subject to all of the bylaws of the Township.

TIME

- 66. Time shall be of the essence hereof in all respects but the Subdivider may, by written request, seek extensions of time in respect of the Works or any part or parts thereof and the Township Council may grant any such request on such terms and conditions as the Township may see fit to impose. The right of the Township to require strict performance by the Subdivider of any and all obligations imposed upon the Subdivider hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

NOTICE

67. Any notice, request, order, demand, certificate or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method or giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below, or such other address as may be furnished by such person, and shall be deemed effective, as the case may be, at the time of delivery thereof or four business days after the date of mailing thereof unless postal employees at the point of mailing or at the point of delivery are on strike at any time during the four business days following the time of mailing in which event it shall be effective when delivered to the addressee:

For the Subdivider: 2647076 Ontario Inc.
c/o Richard Fung
1956 Mallard Road
London, Ontario
N6H 5M1

Telephone 519-686-3075
Fax

For the Township: The Corporation of the Township of Lucan Biddulph
270 Main Street
PO Box 190
Lucan, ON N0M 2J0
Attention: Clerk

Telephone: 519-227-4491
Fax: 519-227-4998

ASSIGNMENT

68. The Subdivider shall not assign this Agreement without the prior written consent of the Township, which consent is not to be unreasonably withheld by the Township, provided that any such assignee executes an agreement assuming the obligations of the Subdivider under this Agreement in a form satisfactory to the Township's Solicitor.

SEVERABILITY

69. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires the Township then, such provision shall conclusively be deemed to be severable and the remainder of this Agreement, mutatis mutandis, shall be and remain of full force and effect.

NUMBER AND GENDER

70. In this Agreement, unless the contrary intention appears, words importing only the singular number or masculine gender shall include more persons, parties or things of the same kind than on and the feminine and neuter gender; and if there are more Subdividers than one, the covenants of such Subdividers shall be joint and several.

INTERPRETATION

71. The Captions, titles and headings in this Agreement are inserted for convenience of reference only and do not define, limit or enlarge the scope, meaning or intent of any provisions.

BINDING

72. The covenants, agreements, conditions and undertaking herein contained on the part of the Subdivider shall run with the Lands and shall be binding upon the Subdivider and upon its successors and permitted assigns, as owners and occupiers of the Lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Township; and, where in this Agreement the word "Subdivider" is used, it shall be deemed to have been followed by the words "or any subsequent owner or occupier of the Lands"; and this Agreement shall enure to the benefit of and be binding upon the Township and its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals attested by the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of:


**THE CORPORATION OF THE
TOWNSHIP OF LUCAN BIDDULPH**

Mayor

Clerk
I/We have authority to bind the Corporation.

2647076 ONTARIO INC.

Per: _____
Name: Richard Fung
Title: President

Per:  _____
Name: RICHARD FUNG
Title: PRESIDENT.
I/We have authority to bind the Corporation.

SCHEDULE A

(Legal Description)

FIRSTLY: P.I.N. 09703-0379(LT)

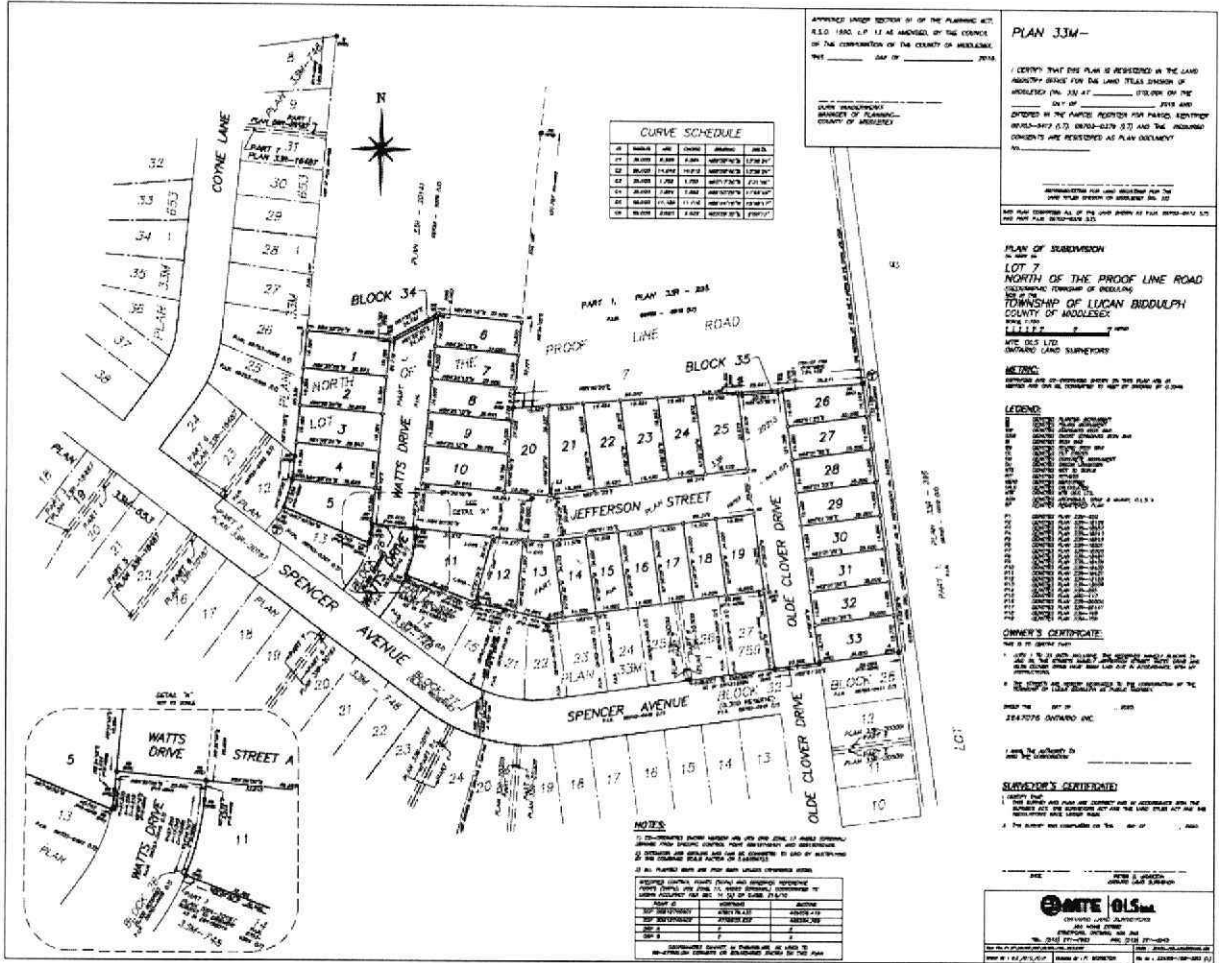
Part of Lot 7, North of the Proof Line Road, designated as Part 1 on 33R-20141, Township of Lucan Biddulph (Geographic Township of Biddulph), County of Middlesex

SECONDLY: P.I.N. 09703-0412(LT)

Part of Lot 7, North of the Proof Line Road, designated as Part 1 on 33R-20213, Township of Lucan Biddulph (Geographic Township of Biddulph), County of Middlesex

SCHEDULE B

DRAFT PLAN OF SUBDIVISION



SCHEDULE C

WORKS TO BE COMPLETED BY SUBDIVIDERSUBDIVIDER WORKSCHECKLIST OF WORKS TO BE CONSTRUCTED

1. Roads complete with asphalt paving (including granular, base asphalt and surface asphalt) and curbs and gutters. Without limiting the above, the required work shall include:
 - a) Olde Clover Drive from Block 35 to Spencer Avenue;
 - b) Jefferson Street from Olde Clover Drive to Watts Drive;
 - c) Watts Drive from Spencer Avenue to Block 34; and
 - d) Any other road work identified in the drawings approved by the Township.
2. Storm Water Management Plan, and storm sewer system, including all infrastructure and appurtenances. Without limiting the above, the required work shall include:
 - a) Olde Clover Drive from Block 35 to Spencer Avenue;
 - b) Jefferson Street from Olde Clover Drive to Watts Drive;
 - c) Watts Drive from Spencer Avenue to Block 24; and
 - d) Any other storm sewer work identified in the drawings approved by the Township.
3. Sanitary sewers and building connections to the lot line. Without limiting the above, the required work shall include:
 - a) Olde Clover Drive from Block 35 to Spencer Avenue;
 - b) Jefferson Street from Olde Clover Drive to Watts Drive;
 - c) Watts Drive from Spencer Avenue to Block 34; and
 - d) Any sanitary sewer work identified in the drawings approved by the Township.
4. Water distribution system, fire protection and building connections to the lot line. The water distribution system shall include all water mains, infrastructure and appurtenances. Without limiting the above, all required work shall include:
 - a) Olde Clover Drive from Block 35 to Spencer Avenue;
 - b) Jefferson Street from Olde Clover Drive to Watts Drive;
 - c) Watts Drive from Spencer Avenue to Block 34; and
 - d) Any other work identified in the drawings approved by the Township.
5. Grading and requirements of a site grading plan. The Subdivider and/or subsequent owner of each lot shall topsoil, then sod, the portion of the street allowance line between the lot line of the lot and the curb and gutter or the travelled road.
6. Underground electrical distribution system and an electrical service, including all infrastructure and appurtenances.
7. Street lighting.
8. Utility obligations – (telephone, cable t.v., gas service) including all infrastructure and appurtenances.
9. Sidewalks.
10. Topsoil and sod on boulevard from property line to curb.
11. Pedestrian walkways.
12. Vegetation retention plan.
13. Temporary Lot house number signs.
14. Street name signs.
15. Traffic signs.
16. Tree Plan.

The Subdivider shall plant deciduous trees deemed acceptable for front yard plantings including the following:

- (a) Norway Maple;
- (b) Sugar Maple;
- (c) Red Maple;
- (d) White Oak; or
- (e) Red Oak.

To prevent against disease, no more than four trees of one species or variety are to be planted on one side of the street in a row. No species shall exceed 30% of the number of trees planted in each plan submitted. The Subdivider is hereby required to ensure an adequate mix of different species within the subdivision to meet this policy. Trees will be a minimum of 35mm base diameter, a minimum height of 3 meters and planted in a central location on the front yard away from municipal and other utility services whenever possible. Trees will be planted on each residential lot no more than 1.5 meters away from the front lot line on the lot. A two year warranty for the trees is herein agreed to be the Subdivider, whereby any tree that does not survive the second year will be replaced by the Subdivider.

All the Subdivider's Work shall be installed or completed in accordance with the Subdivision drawings approved for construction and all Municipal or Provincial Standards.

SCHEDULE D

EASEMENTS

- 1.5m wide storm water easements on lots 1&2 (3.0m total) for CBMH
- 1.5m wide storm water easements on lots 7&8 (3.0m total) for CBMH
- 1.5 m wide storm water easements on lots 11 & 12 (3.0m total) for CBMH
- 1.5m wide storm water easements on lots 23&24 (3.0m total) for CBMH
- 1.5m wide storm water easements on lots 26&27 (3.0m total) for CBMH
- 1.5m wide storm water easements on lots 30&31 (3.0m total) for CBMH
- an easement identified as Part 1 on a Reference Plan yet to be deposited for the purposes of a turnaround circle
- if the Subdivider obtains sanitary sewer easements from third party landowners, all required sanitary sewer easements and construction easements shall be provided to the Township in a form satisfactory to the Township. The Subdivider must arrange for these easements for the Township
- such further and other easements that may be required by the Township, in its sole and absolute discretion, for servicing the Development

SCHEDULE "E"

CONDITIONS FOR DRAFT PLAN APPROVAL39T-LB1301

Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

The conditions and amendments to final plan of approval for registration of this Subdivision as provided by the County of Middlesex are as follows:

No. Conditions

1. That this approval applies to the draft plan of subdivision, prepared by Development Engineering and signed by Trevor D.A. McNeil, OLS dated July 3, 2019 which shows:
 - 58 lots for single detached residential uses (Lots 1 – 58)
 - 2 blocks for medium density residential uses (Blocks 59 and 60)
 - 1 block for 0.3 m reserves (Block 61)
 2. That the road allowances included in the draft plan shall be shown and dedicated as public highways.
 3. That the streets shall be named and the proposed residential structures addressed to the satisfaction of the Municipality and the County of Middlesex.
 4. That any dead ends or open sides of road allowances, including lands abutting open spaces, created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to the Municipality.
 5. That the turning circles at the end of Coyne Lane and Spencer Avenue as shown on Registered Plan 33M-653 be dissolved to create 20 metre wide road allowances and that the surplus remnant parcels related to the circles beyond this width be dedicated and merged in the same name and title as adjoining lots shown on this plan including PIN consolidation. All costs related to foregoing including but not limited to legal and surveying shall be borne by the Owner.
 6. That Blocks 86, 87 and 89 and Lots 33 and 34 be held for future residential development purposes until such time as they are merged in the same name and title including PIN consolidation with adjoining lots or blocks on the adjacent plan (File No. 39T-LB0702).
 7. That such easements as may be required for utility, servicing, or drainage purposes shall be granted to the Municipality or the appropriate agency.
 8. That prior to final approval, the County of Middlesex is to be advised by the Municipality that appropriate zoning is in effect for this proposed subdivision. The Municipality may apply a Holding (H) symbol to ensure that construction of dwellings does not proceed in the absence of all necessary matters being addressed, including but not limited to the consolidation of remnant parcels, lots or blocks required by conditions 5 and 6.
-

Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
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Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

9. That the Municipality confirm that Block 45 on Registered Plan 33M-653 satisfies the parkland dedication for this plan of subdivision.
 10. The Owner shall enter into an agreement with the appropriate service providers for the installation of underground communication / telecommunication utility services for these lands to enable, at a minimum, the effective delivery of communication / telecommunication services for 911 Emergency Services.
 11. That the Owner and the Municipality enter into a Subdivision Agreement pursuant to Section 51(26) of the Planning Act to be registered on title of the lands to which it applies prior to the plan of subdivision being registered. Further that the Subdivision Agreement shall include provisions that it will also be registered against the lands to which it applies once the plan of subdivision has been registered.
 12. That the Subdivision Agreement between the Owner and Municipality shall ensure that the persons who first purchase the subdivided land after the final approval of the plan of subdivision are informed, at the time the land is transferred, of all the development charges related to the development, pursuant to Section 59(4) of the Development Charges Act.
 13. That the Subdivision Agreement between the Owner and Municipality satisfy all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to the provision of roads, temporary roads and turning circles (and/or removal thereof), pedestrian walkways, grading and drainage, planting of trees (a minimum of one for every residential lot), landscaping, provision of community mailboxes, fencing, buffering, street lighting and other amenities, the provision and installation of full municipal water and sanitary services, the installation of underground electrical services, and other matters of the Municipality respecting the development of these lands. The Subdivision Agreement shall also provide for the Municipality to assume ownership and operation of these systems where appropriate.
 14. That the Subdivision Agreement between the Owner and Municipality include provision that the "H" holding provision not be removed and that building permits not be issued until external infrastructure and services required for the development of the phase of the subdivision are in place, including municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure. For the purpose of these draft plan conditions, services being in place means, that the infrastructure exists and is operational to the satisfaction of the Municipality and that capacity in such infrastructure has been allocated by the Municipality for use in connection with the development of the phase of the plan of subdivision.
 15. That the Subdivision Agreement between the Owner and the Municipality contain phasing arrangements to the satisfaction of the Municipality.
 16. That arrangements shall be made to the satisfaction of the Municipality for the relocation of any utilities required for the development of the subject lands, which relocation shall be undertaken at the expense of the Owner.
 17. The Owner shall enter into an agreement with Canada Post Corporation for the installation of community mailboxes.
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Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

18. That prior to final approval, the County of Middlesex is to be advised by the Municipality that adequate sanitary sewage treatment capacity and water treatment capacity is available to service the development.
 19. The Owner shall not accept any Offer to Purchase of any lot as shown on the Plan, unless the Owner shall have given such offer or, prior to making such offer, the following warning: "Warning: The subject property is located near potential sources of noise, odour, dust and similar adverse impacts and nuisances arising from neighbouring agricultural, industrial and commercial uses despite the fact that such operations may be operating in accordance with the Municipality's Zoning By-law and all other applicable law."
 20. That prior to final approval, the Municipality shall advise the County of Middlesex that the Subdivision Agreement between the Municipality and the Owner provides for the following:
 - (a) municipal assumption and ownership of any facilities required for the detention and enhancement of stormwater quality, and for the purpose of ensuring perpetual maintenance and operation; and
 - (b) the inclusion of any measures necessary to implement stormwater quality controls not subject to regulations pursuant to the Ontario Water Resources Act.
 21. That prior to final approval, the Owner shall submit for the review and approval of the Ausable Bayfield Conservation Authority, the Ministry of Transportation and the Municipality:
 - (a) a final Stormwater Management Plan. The Final Stormwater Management Plan shall be completed by a qualified professional engineer, to meet the stormwater quantity and quality criteria of the Ausable Bayfield Conservation Authority. Such plan shall also consider site grading, erosion control measures, Best Practices (BMP's) of the industry, safe and legal drainage outlet, and ownership and provisions for the future maintenance of any drainage facilities.
 - (b) detailed site / lot grading and drainage plans prepared by a qualified professional engineer to meet the requirements of the Ausable Bayfield Conservation Authority, the Ministry of Transportation and the Municipality.
 - (c) a Final Erosion and Sediment control plan be prepared, detailing the means whereby erosion will be controlled on-site and in downstream areas both during and after construction, to be approved by the Ausable Bayfield Conservation Authority prior to construction.
 22. That prior to final approval, the Owner shall have a Traffic Impact Study undertaken to reflect current volume, existing and proposed development taking into account anticipated traffic at Saintsbury Line (County Road 47) and Highway 4; and Highway 4 and Olde Clover Drive (shown on plan 39T-LB0702). All costs related to the Study including any necessary improvements identified in the review and analysis shall be borne by the Owner.
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Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

23. That prior to final approval, the Owner shall enter into a legal agreement with the Ministry of Transportation whereby the Owner assumes the responsibility for the design and construction of intersection improvements associated with Sainsbury Line (County Road 47) and Highway 4 as well as Olde Clover Drive (shown on plan 39T-LB0702) and Highway 4.
24. That prior to final approval, the lands legally described as Part 2 on Reference Plan 33R-18432 shall be conveyed to the Municipality and opened as a public highway by the enactment of a by-law. All costs related to foregoing including but not limited to legal and surveying shall be borne by the Owner.
25. That prior to final approval, the Owner shall carry out an archaeological assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the Owner's Licensed Archaeologist providing a letter to the Municipality and the County indicating that there are no further concerns for impacts to archaeological sites on the subject lands. This is to be accompanied by a Ministry of Tourism, Culture & Sport letter indicating that the licensee has met the Terms and Conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports.
26. That prior to final approval, the County of Middlesex is to be advised in writing by the Municipality how conditions 1 through 21, 24 and 25 have been satisfied.
27. That prior to final approval, the County of Middlesex is to be advised in writing by the Ausable Bayfield Conservation Authority how condition 21 has been satisfied.
28. That prior to final approval, the County of Middlesex is to be advised in writing by the Ministry of Transportation how conditions 21 through 24 have been satisfied.

NOTES TO DRAFT APPROVAL

1. Draft approval for this plan of subdivision is for a period of six years from the date of decision. Any request made by the Owner to the Approval Authority to extend the lapsing date must be made 60 days prior to the lapsing date and include a written confirmation from the municipality endorsing the extension.
 2. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the approval authority, quoting the file number.
 3. It is suggested that the applicant be aware of:
 - a) subsection 144 (1) of The Land Titles Act, which requires all new plans be registered in a land titles system;
 - b) subsection 144 (2) - allows certain exceptions.
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Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

4. Inauguration, or extension of a piped water supply, a communal sewage system or a storm water management system, is subject to the approval of the Ministry of Environment under Section 52 and Section 53 of the Ontario Water Resources Act.
 5. The Ministry of Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision.
 6. A copy of the subdivision agreement must be provided to the County of Middlesex (Planning Department) prior to final plan approval.
 7. If the agency's condition concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.
 8. When the zoning by-law amendment required in Condition 8 is being prepared, reference to this subdivision application file number should be included in the explanatory note. This will expedite the County of Middlesex and other agencies' consideration of the by-law.
 9. The Ministry of Transportation has advised the following: The Owner should be made aware that under the Public Transportation and Highway Improvement Act, Ministry Permits are required for all new developments located within 45m of our highway property line and located within a 180m radius of the centreline intersection of Highway 4 and Olde Clover Drive. When the subdivision has been given final approval we will require one (1) Mylar and three white print copies of the registered M-Plan, three original copies of the registered deed, and an original certificate of title for the 0.3m reserve for our files.
 10. It has been determined that portions of the subject lands are regulated under the Ausable Bayfield Conservation Authority's Development, Interference with Wetlands and Alteration to Shorelines and Watercourses regulation. The policies of the Ausable Bayfield Conservation Authority regulate development, including construction, grading or filling, or the alteration of any watercourses on land located within the regulated area. Prior to undertaking construction activities such as the construction of the stormwater management facility, storm outfall, and / or other activities, formal written permission of the Ausable Bayfield Conservation Authority will be required.
 11. Clearance is required from the following agencies:

Township of Lucan Biddulph
33351 Richmond Street; Box 190 | Lucan, ON N0M 2J0

Ausable Bayfield Conservation Authority
RR 3; 711108 Morrison Line | Exeter, ON N0M 1S5

Ministry of Transportation
659 Exeter Road | London, ON N6E 1L3
 12. All measurements in subdivision final plans must be presented in metric units.
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Applicant:	Lucan Estates Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB1301	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 5, 2019

13. The final plan must be submitted digitally in AutoCAD (DWG) and **Portable Document Format (PDF) with the appropriate citation from the Planning Act used. The AutoCAD (DWG) file must be consistent with the following standards:**

- Georeferenced to the NAD83 UTM Zone 17N coordinate system.
- All classes of features must be separated into different layers.
- Each layer should be given a descriptive name so that the class of feature it contains is recognizable.

14. The final plan approved by the County of Middlesex must include the following paragraph on all copies (3 Mylars and 4 paper) for signature purposes:

"Approval Authority Certificate
This Final Plan of Subdivision is approved by the County of Middlesex under Section 51(58) of the Planning Act, R.S.O. 1990, on this ____ day of _____, 20__.

Director of Planning"

15. The final plan approved by the County of Middlesex must be registered within 30 days or the County may withdraw its approval under Subsection 51(59) of the Planning Act.

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision/Condominium Section 51 of the Planning Act

Approval of Draft Plan of Subdivision to the application in respect of the subject lands noted above was given by the County of Middlesex on January 14, 2014. A copy of the conditions for final plan approval are attached.

When and How to File An Appeal

Notice to appeal the decision to the Ontario Municipal Board must be filed with the County of Middlesex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager of Planning, at the address shown below and it must,

- (1) set out the reasons for the appeal, and
- (2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$300.00 payable by cheque to the Minister of Finance, Province of Ontario.

Who Can File An Appeal

Only individuals, corporation or public bodies may appeal the decisions in respect of a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the Approval Authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the Approval Authority, made oral submissions at a public meeting or written submissions to the council or, in the Ontario Municipal Board's opinion, there are reasonable grounds to add the person or public body as a party.

Right of Applicant or Public Body to Appeal Conditions

The applicant, any public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, the Minister of Municipal Affairs & Housing or the Municipality may, at any time before the final plan of subdivision/condominium is approved, appeal any of the conditions imposed by the County of Middlesex to the Ontario Municipal Board by filing with the Manager of Planning a notice of appeal.

How to Receive Notice of Changed Conditions

The conditions of an approval of draft plan of subdivision/condominium may be changed at any time before the final plan is given.

You will be entitled to receive notice of any changes to the conditions of approval of draft plan of subdivision/condominium if you have made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision/condominium.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions.

Other Related Applications: Subdivision 39T-LB1301 & Zoning By-law Amendment

Getting Additional Information: Additional information about the application is available for public inspection during regular office hours at the County of Middlesex at the address noted below.

Mailing address for Request to be Notified

County of Middlesex - Planning Department | 399 Ridout Street North | London ON N6A 2P1
T: 519.434.7321 F: 519.434.0638 Email: dvanderwerff@middlesex.ca

CONDITIONS FOR DRAFT PLAN APPROVAL39T-LB0702

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

The conditions and amendments to final plan of approval for registration of this Subdivision as provided by the County of Middlesex are as follows:

No. Conditions

1. That this approval applies to the draft plan of subdivision, prepared by Development Engineering and signed by Trevor D.A. McNeil, OLS dated July 3, 2019 which shows:
 - 22 lots for single detached residential uses (Lots 1-22)
 - 1 block for 0.3 m reserves (Block 23)
 2. That the road allowances included in the draft plan shall be shown and dedicated as public highways.
 3. That the streets shall be named and the proposed dwellings addressed to the satisfaction of the Municipality and the County of Middlesex.
 4. That any dead ends or open sides of road allowances (with the exception of Highway 4) including lands abutting open spaces, created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to the Municipality.
 5. That Blocks 58 and 60 and Lots 26, 38 and 39 be held for future residential development purposes until such time as they are merged in the same name and title including PIN consolidation with adjoining lots or blocks on the adjacent plan (File No. 39T-LB1301).
 6. That such easements as may be required for, amongst other matters, utility, servicing, or drainage purposes shall be granted to the Municipality or the appropriate agency.
 7. That prior to final approval, the Approval Authority is to be advised by the Municipality that appropriate zoning is in effect for this proposed subdivision. The Municipality may apply a Holding (H) symbol to ensure that construction of dwellings does not proceed in the absence of all necessary matters being addressed, including but not limited to the consolidation contemplated by condition 5.
 8. That the Municipality confirm that Block 45 on Registered Plan 33M-653 satisfies the parkland dedication for this plan of subdivision.
 9. The Owner shall enter into an agreement with the appropriate service providers for the installation of underground communication / telecommunication utility services for these lands to enable, at a minimum, the effective delivery of communication / telecommunication services for 911 Emergency Services.
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Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

10. That the Owner and the Municipality enter into a Subdivision Agreement pursuant to Section 51(26) of the Planning Act to be registered on title of the lands to which it applies prior to the plan of subdivision being registered. Further that the Subdivision Agreement shall include provisions that it will also be registered against the lands to which it applies once the plan of subdivision has been registered.
 11. That the Subdivision Agreement between the Owner and Municipality shall ensure that the persons who first purchase the subdivided land after the final approval of the plan of subdivision are informed, at the time the land is transferred, of all the development charges related to the development, pursuant to Section 59(4) of the Development Charges Act.
 12. That the Subdivision Agreement between the Owner and Municipality satisfy all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to the provision of roads, temporary roads and turning circles (and/or removal thereof), pedestrian walkways, grading and drainage, planting of trees, landscaping, provision of community mailboxes, fencing, buffering, street lighting and other amenities, the provision and installation of full municipal water and sanitary services, the installation of underground electrical services, and other matters of the Municipality respecting the development of these lands. The Subdivision Agreement shall also provide for the Municipality to assume ownership and operation of these systems where appropriate.
 13. That the Subdivision Agreement between the Owner and Municipality include provision that the "H" holding provision not be removed and that building permits not be issued until external infrastructure and services required for the development of the phase of the subdivision are in place, including municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure. For the purpose of these draft plan conditions, services being in place means, that the infrastructure exists and is operational to the satisfaction of the Municipality and that capacity in such infrastructure has been allocated by the Municipality for use in connection with the development of the phase of the plan of subdivision.
 14. That the Subdivision Agreement between the Owner and the Municipality contain phasing arrangements to the satisfaction of the Municipality.
 15. That arrangements shall be made to the satisfaction of the Municipality for the relocation of any utilities required for the development of the subject lands, which relocation shall be undertaken at the expense of the Owner.
 16. The Owner shall enter into an agreement with Canada Post Corporation for the installation of community mailboxes.
 17. That prior to final approval, the Approval Authority is to be advised by the Municipality that adequate sanitary sewage treatment capacity and water treatment capacity is available to service the development.
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Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

18. The Owner shall not accept any Offer to Purchase of any lot as shown on the Plan, unless the Owner shall have given such offer or, prior to making such offer, the following warning: *"Warning: The subject property is located near potential sources of noise, odour, dust and similar adverse impacts and nuisances arising from neighbouring agricultural, industrial and commercial uses despite the fact that such operations may be operating in accordance with the Municipality's Zoning By-law and all other applicable law."*
19. That prior to final approval, the municipality shall advise the Approval Authority that the Subdivision Agreement between the Municipality and the Owner provides for the following:
- (a) municipal assumption and ownership of any facilities required for the detention and enhancement of stormwater quality, and for the purpose of ensuring perpetual maintenance and operation; and
 - (b) the inclusion of any measures necessary to implement stormwater quality controls not subject to regulations pursuant to the Ontario Water Resources Act.
20. That prior to final approval, the Owner shall submit for the review and approval of the Ministry of Transportation and the Municipality:
- (a) a final Stormwater Management Plan. The Final Stormwater Management Plan shall be completed by a qualified professional engineer, to meet the stormwater quantity and quality criteria. Such plan shall also consider site grading, erosion control measures, Best Practices (BMP's) of the industry, safe and legal drainage outlet, and ownership and provisions for the future maintenance of any drainage facilities.
 - (b) detailed site / lot grading and drainage plans prepared by a qualified professional engineer.
 - (c) a Final Erosion and Sediment control plan be prepared, detailing the means whereby erosion will be controlled on-site and in downstream areas both during and after construction.
21. That prior to final approval, visibility triangles measuring 5 m by 13 m shall be dedicated as a public highway on the owner's certificate on the final plan to the satisfaction of the Ministry of Transportation.
22. That prior to final approval, a 0.3 metre reserve extending across the entire highway frontage including the back of the visibility triangles (excluding road opening) shall be conveyed to the satisfaction of the Ministry of Transportation.
-

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
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Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

23. That prior to final approval, the Owner shall have a Traffic Impact Study undertaken to reflect current volume, existing and proposed development taking into account anticipated traffic at Saintsbury Line (County Road 47) and Highway 4; and Highway 4 and Olde Clover Drive. All costs related to the Study including any necessary improvements identified in the review and analysis shall be borne by the Owner.
 24. That prior to final approval, the Owner shall enter into a legal agreement with the Ministry of Transportation whereby the Owner assumes the responsibility for the design and construction of intersection improvements associated with Saintsbury Line (County Road 47) and Highway 4 as well as Olde Clover Drive and Highway 4.
 25. That prior to final approval, arrangements shall be made to the satisfaction of the Ministry of Transportation and the Municipality for the erection of a fence along the Highway 4 street line.
 26. That prior to final approval, the lands legally described as Part 1 on Reference Plan 33R-18432 shall be conveyed to the Municipality and opened as a public highway by the enactment of a by-law. All costs related to foregoing including but not limited to legal and surveying shall be borne by the Owner.
 27. That prior to final approval, the Owner shall carry out an archaeological assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the Owner's Licensed Archaeologist providing a letter to the Municipality and the County indicating that there are no further concerns for impacts to archaeological sites on the subject lands. This is to be accompanied by a Ministry of Tourism, Culture & Sport letter indicating that the licensee has met the Terms and Conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports.
 28. That an easement be dedicated to the Municipality along the southerly portion of Lot 1 from Olde Clover Drive to Block 52 to the satisfaction of the Municipality.
 29. That any existing buildings or structures be removed to the satisfaction of the Municipality.
 30. That prior to final approval, the County of Middlesex is to be advised in writing by the Municipality how conditions 1 through 20 and 25 through 29 have been satisfied.
 31. That prior to final approval, the County of Middlesex is to be advised in writing by the Ministry of Transportation how conditions 20 through 26 have been satisfied.
-

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

NOTES TO DRAFT APPROVAL

1. Draft approval for this plan of subdivision is for a period of six years from the date of decision. Any request made by the Owner to the Approval Authority to extend the lapsing date must be made 60 days prior to the lapsing date and include a written confirmation from the municipality endorsing the extension.
 2. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the approval authority, quoting the file number.
 3. It is suggested that the applicant be aware of:
 - a) subsection 144 (1) of The Land Titles Act, which requires all new plans be registered in a land titles system;
 - b) subsection 144 (2) - allows certain exceptions.
 4. Inauguration, or extension of a piped water supply, a communal sewage system or a storm water management system, is subject to the approval of the Ministry of Environment under Section 52 and Section 53 of the Ontario Water Resources Act.
 5. The Ministry of Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision.
 6. A copy of the subdivision agreement must be provided to the County of Middlesex (Planning Department) prior to final plan approval.
 7. If the agency's condition concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.
 8. When the zoning by-law amendment required in Condition 7 is being prepared, reference to this subdivision application file number should be included in the explanatory note. This will expedite the County of Middlesex and other agencies' consideration of the by-law.
 9. The Ministry of Transportation has advised that an environmental assessment must be carried out under the MTO Class Environmental Assessment for Transportation Facilities with regard to the intersection improvements.
-

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

10. Clearance is required from the following agencies:
- Township of Lucan Biddulph | 33351 Richmond Street; Box 190; Lucan, ON N0M 2J0
- Ministry of Transportation | 659 Exeter Road; London, ON N6E 1L3
11. All measurements in subdivision final plans must be presented in metric units.
12. The final plan must be submitted digitally in AutoCAD (DWG) and **Portable Document Format (PDF) with the appropriate citation from the Planning Act used. The AutoCAD (DWG) file must be consistent with the following standards:**
- Georeferenced to the NAD83 UTM Zone 17N coordinate system.
 - All classes of features must be separated into different layers.
 - Each layer should be given a descriptive name so that the class of feature it contains is recognizable.
13. The final plan approved by the County of Middlesex must include the following paragraph on all copies (3 Mylars and 4 paper) for signature purposes:
- "Approval Authority Certificate*
This Final Plan of Subdivision is approved by the County of Middlesex under Section 51(58) of the Planning Act, R.S.O. 1990, on this ____ day of _____, 20__.
- _____
Manager of Planning"
14. The final plan approved by the County of Middlesex must be registered within 30 days or the County may withdraw its approval under Subsection 51(59) of the Planning Act.
-

Applicant:	2161453 Ontario Inc	Date of Decision:	January 14, 2014
File No.:	39T-LB0702	Date of Notice:	January 24, 2014
Municipality:	Township of Lucan Biddulph	Last Date of Appeal:	February 13, 2014
Subject Lands:	Part Lot 7, Concession NLR	Lapsing Date:	January 14, 2020
		Revised by County	September 6, 2019

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision/Condominium Section 51 of the Planning Act

Approval of Draft Plan of Subdivision to the application in respect of the subject lands noted above was given by the County of Middlesex on January 14, 2014. A copy of the conditions for final plan approval are attached.

When and How to File An Appeal

Notice to appeal the decision to the Ontario Municipal Board must be filed with the County of Middlesex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager of Planning, at the address shown below and it must,

- (1) set out the reasons for the appeal, and
- (2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$300.00 payable by cheque to the Minister of Finance, Province of Ontario.

Who Can File An Appeal

Only individuals, corporation or public bodies may appeal the decisions in respect of a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the Approval Authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the Approval Authority, made oral submissions at a public meeting or written submissions to the council or, in the Ontario Municipal Board's opinion, there are reasonable grounds to add the person or public body as a party.

Right of Applicant or Public Body to Appeal Conditions

The applicant, any public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, the Minister of Municipal Affairs & Housing or the Municipality may, at any time before the final plan of subdivision/condominium is approved, appeal any of the conditions imposed by the County of Middlesex to the Ontario Municipal Board by filing with the Manager of Planning a notice of appeal.

How to Receive Notice of Changed Conditions

The conditions of an approval of draft plan of subdivision/condominium may be changed at any time before the final plan is given.

You will be entitled to receive notice of any changes to the conditions of approval of draft plan of subdivision/condominium if you have made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision/condominium.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions.

Other Related Applications: Subdivision 39T-LB1301 & Zoning By-law Amendment

Getting Additional Information: Additional information about the application is available for public inspection during regular office hours at the County of Middlesex at the address noted below.

Mailing address for Request to be Notified

County of Middlesex - Planning Department | 399 Ridout Street North | London ON N6A 2P1
T: 519.434.7321 F: 519.434.0638 Email: dvanderwerff@middlesex.ca

Township of Lucan Biddulph

BY-LAW NO. 20-2020

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH, THE TWELVE RESIDENTS, FRED LEWIS, BRIAN LEWIS AND 911670 ONTARIO LTD.

WHEREAS Section 20(1) of the Municipal Act, 2001, S.O. 2001, c.25, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries, including the sharing of public utility services;

AND WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c.25, authorizes the municipality to pass a By-law to impose fees on any class of persons for capital costs payable by it for water services which will be provided by it;

AND WHEREAS Lucan Biddulph wishes to extend Municipal water services to the lot lines of the Residents along Nagle Drive, which is located within the geographic boundary of Lucan-Biddulph. Currently, the Residents along Nagle Drive share a single well for private water services, and a poll confirmed that twelve (12) Residents wish to receive Municipal water services. In order for Lucan-Biddulph to assist with providing municipal water to the lot lines at these locations, a watermain is required to be extended to Nagle Drive, subject to easements for the construction and maintenance of a watermain extension under and over 6783 Airport Drive, described legally as Lot 36, Concession 6 Biddulph TWP & Part of Lot 37, Concession 6 Biddulph Township Designated as Part 1, Plan 33R-15965 Save and Except 33R-18187; Township of Lucan Biddulph, County of Middlesex, being all of PIN 09703-0272 (LT) (hereinafter, called the "Land Owner's Property or "Land Owner"), Fred Lewis' property and 911670 Ontario Limited's property, as shown on the map attached to the Agreement as *Schedule "A"* and *Schedule "E"*;

AND WHEREAS Lucan-Biddulph proposes to provide infrastructure for the supplying of water service to the lot lines along Nagle Drive, as shown on the map attached to the Agreement as *Schedule "B"*;

AND WHEREAS Lucan-Biddulph shall contribute TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) which comprises a portion of the capital costs of the waterworks and the total remaining balance of the waterworks shall be equally divided by the Residents by imposing a water works fee or charge upon the twelve (12) households on Nagle Drive who will or may derive a benefit from the said waterworks. It is deemed desirable by the Council of Lucan-Biddulph to allow Residents three (3) re-payment options for the water works fee or charge; and

AND WHEREAS the Parties have settled the terms under which the infrastructure and municipal water services shall be provided to the Residents along Nagle Drive in order to assist with facilitating the extension of water services to the lot lines of the Residents, as defined herein. The Residents shall be fully responsible for the cost of the Municipality extending Municipal water services to each of the Owners of the Properties' respective lot lines, including but not limited to, construction cost, legal and engineering cost, and any associated easements, and Lucan-Biddulph shall contribute TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) as a total Upset

Limit with respect to extending Municipal water services to the lot lines of the Residents along Nagle Drive.

NOW THEREFORE BE IT RESOLVED THAT the Council 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 twelve residents, Fred Lewis, Brian Lewis and 911670 Ontario Ltd.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto as Schedule "A", and any other documents deemed necessary to carry out the intent of both parties.
3. This by-law shall come into full force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 19th DAY OF MAY, 2020.

MAYOR

CLERK

WATER SERVICES AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH
(hereinafter, called "Lucan-Biddulph" or "Township" or "Municipality")

OF THE FIRST PART

- and -

THE TWELVE RESIDENTS
(hereinafter, called "Owners of the Properties" or "Residents")

OF THE SECOND PART

- and -

FRED LEWIS

(hereinafter, called "Fred Lewis" or the "Land Owner")

OF THE THIRD PART

- and -

BRIAN LEWIS

(hereinafter, called "Brian Lewis")

OF THE FOURTH PART

- and -

911670 ONTARIO LIMITED.

(hereinafter, called "911670 ONTARIO LIMITED.")

OF THE FIFTH PART

WHEREAS:

- A. Section 20(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries, including the sharing of public utility services;
- B. Section 391 of the *Municipal Act, 2001*, S.O. 2001, c.25, authorizes the municipality to pass a By-law to impose fees or changes on any class of persons for capital costs payable by it for water services or activities which will be provided by it;

- C. Lucan-Biddulph wishes to extend Municipal water services to the lot lines of the Residents along Nagle Drive, which is located within the geographic boundary of Lucan-Biddulph. Currently, the Residents along Nagle Drive share a single well for private water services, and a poll confirmed that twelve (12) Residents wish to receive Municipal water services. In order for Lucan-Biddulph to assist with providing municipal water to the lot lines at these locations, a watermain is required to be extended to Nagle Drive, subject to easements for the construction and maintenance of a watermain extension under and over 6783 Airport Drive, described legally as Lot 36, Concession 6 Biddulph TWP & Part of Lot 37, Concession 6 Biddulph Township Designated as Part 1, Plan 33R-15965 Save and Except 33R-18187; Township of Lucan Biddulph, County of Middlesex, being all of PIN 09703-0272 (LT) (hereinafter, called the "Land Owner's Property or "Land Owner"), Fred Lewis' property and 911670 Ontario Limited's property, as shown on the map attached as *Schedule "A"* and *Schedule "E"* which forms part of this Agreement;
- D. Lucan-Biddulph proposes to provide infrastructure for the supplying of water service to the lot lines along Nagle Drive, as shown on the map attached as *Schedule "B"*, which forms part of this Agreement;
- E. Lucan-Biddulph shall contribute TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) which comprises a portion of the capital costs of the waterworks and the total remaining balance of the waterworks shall be equally divided by the Residents by imposing a water works fee or charge upon the twelve (12) households on Nagle Drive who will or may derive a benefit from the said waterworks. It is deemed desirable by the Council of Lucan-Biddulph to allow Residents three (3) re-payment options for the water works fee or charge; and
- F. The Parties have settled the terms under which the infrastructure and Municipal water services shall be provided to the Residents along Nagle Drive in order to assist with facilitating the extension of water services to the lot lines of the Residents, as defined herein. The Residents shall be fully responsible for the cost of the Municipality extending Municipal water services to each of the Owners of the Properties' respective lot lines, including but not limited to, construction cost, legal and engineering cost, and any associated easements, and Lucan-Biddulph shall contribute TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) as a total Upset Limit with respect to extending Municipal water services to the lot lines of the Residents along Nagle Drive.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and for other good and valuable consideration, including the covenants herein, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definitions

2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - (a) **"Act"** means the *Municipal Act*, R.S.O. 2001, as amended;

- (b) **“Agreement”** means this Agreement, including its Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties;
- (c) **“Capital Cost”** means the cost of constructing water works inclusive of all items of cost usually and properly chargeable to capital account, and where applicable, the interest amounts payable on the debentures to be issued for the works and the imputed interest costs;
- (d) **“Communication”** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- (e) **“Completion Certificate”** means Lucan-Biddulph will provide the Owners of the Properties a certificate certifying that all of the required work has been constructed and installed as required by *Schedule “C”* and to the satisfaction of Lucan-Biddulph.
- (f) **“Contingency Fee”** means a maximum of FIFTY THOUSAND DOLLARS (\$50,000.00) that may be invoiced equally to the twelve Residents, which is to cover any possible unforeseen and additional future expenses, to the discretion of the Municipality with respect to this Agreement, including but not limited to any infrastructure maintenance and/or water infrastructure services.
- (g) **“Infrastructure Maintenance”** means all of the necessary maintenance of water infrastructure which supplies potable water to buildings and structures;
- (h) **“Notice”** means any form of communication that adheres to the criteria set out in the Notice provision of this Agreement;
- (i) **“Parties”** means Lucan-Biddulph, Fred Lewis, Brian Lewis, 911670 Ontario Limited and the Owners of the Properties collectively, and **“Party”** means one of them;
- (j) **“Owners of the Properties” or “Residents”** means the twelve (12) Residents along Nagle Drive within the geographic boundary of Lucan-Biddulph with the following Municipal addresses: 32898, 32908, 32910, 32914, 32924, 32926, 32932, 32942, 32946, 32952, 32958, and 32962, as identified on *Schedule “B”*, and any additional residents within the entire map, as identified on *Schedule “A”*, which forms a part of this Agreement;
- (k) **“Upset Limit”** means the maximum amount payable by the Municipality towards this project, which includes but is not limited to the water infrastructure services to the Residents along Nagle Drive in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), inclusive of HST; and
- (l) **“Water Infrastructure Services”** means the water main and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s), located in Lucan-Biddulph, which transports treated and potable municipal water from Lucan-Biddulph to the Owners of the

Properties within the geographic boundary of Lucan-Biddulph, and as shown on *Schedule "B"*.

Municipal Water Infrastructure

3. Lucan-Biddulph shall provide Water Infrastructure Services to each property line of the Owners of the Properties, and as shown on *Schedule "B"* for the purpose of extending a watermain in order to assist with providing municipal water services.
4. The Owners of the Properties shall be one hundred percent (100%) responsible for installing the required servicing as set out in *Schedule "C"* at no cost other than the particulars set out in section 13 of this Agreement.
5. All Municipal Water Infrastructure Services specified herein shall be designated and constructed in accordance with the current guidelines and standards prescribed by Lucan-Biddulph.
6. Lucan-Biddulph at all times shall provide uninterrupted treated and potable municipal water, adequate and sufficient to the Owners of the Properties, as shown on *Schedule "B"*, within the geographic boundary of Lucan-Biddulph and meeting all requirements of the *Clean Water Act, 2006* S.O. 2006, c. 22, as amended or replaced, the *Safe Drinking Water Act, 2002*, S.O. 2002 c. 32, as amended or replaced, and any other applicable laws.

Decommissioning Wells

7. The Owners of the Properties shall be one hundred percent (100%) responsible for decommissioning the single private well on the property municipally described as 32942 Nagle Drive within thirty (30) days of receiving municipal water services, and the decommissioning of the private well shall be completed to the satisfaction of Lucan-Biddulph and in accordance with all requirements of the Ministry of Environment, Conservation and Parks, the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32, and the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or replaced (including all in force regulations thereto).
8. Upon the Owners of the Properties completing the required well decommissioning, Lucan-Biddulph, in its sole and absolute discretion, shall issue a Completion Certificate certifying that the single private well has been decommissioned in accordance with this Agreement and to the satisfaction of Lucan-Biddulph.
9. Upon failure of the Owners of the Properties to complete the aforementioned decommissioning of the private well within the period set out in section 7 shall constitute a breach of this Agreement by the Residents, and Lucan-Biddulph may, in its sole and absolute discretion, report the breach of this Agreement to the Ministry of Environment, Conservation and Parks.

Payment for Infrastructure

10. A Capital Charge is hereby imposed upon the Owners of the Properties owning land on Nagle Drive who will derive or may derive a benefit from the said waterworks, to pay for a portion of the capital cost thereof.

11. The Owners of the Properties that are deemed to derive benefits from this Agreement are the Owners of all lands within the geography of Lucan-Biddulph, as shown on *Schedule "B"*.
12. The Capital Charge with respect to the Owners of the Properties, as shown on *Schedule "B"* shall be calculated pursuant to Section 13 in this Agreement.
13. The Owners of the Properties shall be responsible within thirty (30) days of receiving its invoice, pay his, her or their share of infrastructure related-costs as a result of receiving Municipal water services in accordance with one of the options as set out below:
 - (a) **Lump-Sum Payment.** A single and lump sum charge estimated to be between \$32,046.92 and \$36,213.58, which is subject to be adjusted based on whether a Contingency Fee is required and any additional cost associated with completing the work. This referenced single and lump sum charge shall be applied equally to each of the Owners of the Properties, as identified on *Schedule "B"*, and any additional residents within the entire map, as identified on *Schedule "A"*, which forms a part of this Agreement.
 - (b) **Installment Payments.** If any of the Owners of the Properties, as identified on *Schedule "B"* proceed to elect for installment payments, each respective resident and/or household property shall be fully responsible for an estimated charge between \$32,046.92 and \$36,213.58, which is subject to be changed based on whether a Contingency Fee is required and any additional cost associated with completing the work, and such charge shall be divided over a series of annual installment payments, as determined by Lucan-Biddulph, to a maximum installment period of twenty (20) years.
 - (c) **Lump-Sum plus Installment Payments.** If any of the Owners of the Properties elect to provide a lump-sum payment less than the total balance owing, they can have the balance divided over a series of annual installment payments, as determined by Lucan-Biddulph, to a maximum installment period of twenty (20) years.
14. The billing rate to the Owners of the Properties shall be subject to the fees and levies imposed by the water-billing portion of Lucan-Biddulph's Fees By-law, as amended or replaced.
15. Payment for water by the Owners of the Properties will at all times will be made payable to Lucan-Biddulph.

Unpaid Charges

16. The payment for Water Infrastructure Services pursuant to section 13 contained in this Agreement is a lien and charge upon the land, and if the charge or any part thereof remains unpaid after the due date, the amount unpaid may be collected by distress upon the good and chattels of the owner of occupants, or the Clerk of Lucan-Biddulph, upon written notice to the resident or occupant of the amount due, the person by whom it is due and the land upon which a lien is claimed, shall enter the same upon

the collectors roll, and the collector shall proceed to collect it in the same way, as nearly as possible, as municipal taxes are collectable.

Costs and Oversizing

17. The estimated cost associated with extending the municipal water service to Nagle Drive and the Land Owner's Property located at 6783 Airport Drive, shall be in the amount of \$584,563.00, excluding contingency and taxes. The Owners of the Properties, as shown on *Schedule "B"* of this Agreement, shall be one hundred (100%) responsible for contributing \$384,563.00 plus any applicable Contingency Fee and additional fees as required. Lucan-Biddulph shall be fully responsible for contributing an Upset Limit of \$200,000.00 towards the completion of the work, as shown on *Schedule "D"*, which forms part of this Agreement.

Payment for Water Services

18. Following installation of the Water Service Infrastructure, the Owners of the Properties hereby acknowledge that they shall be at all times connected to municipal water services and shall not be permitted to disconnect from municipal water services.
19. The billing rate payable by the Owners of the Properties shall be subject to the current levies and fees associated with doing so in accordance with Lucan-Biddulph's By-Law, as amended or replaced.

Rights of Access

20. Lucan-Biddulph shall require a Municipal Waterline Easement (hereinafter, called the "Easement") from Fred Lewis, Brian Lewis and 911670 Ontario Limited, as it may be necessary in connection with the construction, installation and/or maintenance with respect to installing a pipe on a private resident's land for the purpose of extending water services to the Residents the Land Owner's Property.
21. The required Easement shall be three (3) metres wide, which is comprised of a 1.5-metre temporary easement and a 1.5-metre permanent easement for construction purposes, as shown on *Schedules "G", "H" and "I"*, which forms part of this Agreement. The engineering drawings, documentation, particulars and location with respect to the Easement that is necessary for the construction, installation and/or maintenance of the watermain extension shall be further described in *Schedules "E" and "F"* to this Agreement.
22. At no cost to Fred Lewis, Brian Lewis or 911670 Ontario Limited:
 - (a) The Municipality agrees to pay one hundred percent (100%) cost of a certified statement of a registered Ontario Land Surveyor with respect to drafting the required Easements;
 - (b) The Municipality agrees to draft the required Easements, as shown on *Schedules "G", "H" and "I"*, which forms part of this Agreement;
 - (c) The Municipality agrees to pay one hundred percent (100%) cost for applying and obtaining the necessary MTO Crossing-Permit with respect to the construction and

maintenance of a watermain extension under and over Fred Lewis, Brian Lewis and 911670 Ontario Limited's properties, as described in *Schedule "E"*.

- (d) The Residents agree to pay one hundred percent (100%) cost for registering the required Easements across each property it crosses, as shown on *Schedule "F"*, and the Municipality agrees that the registration of the Easement shall be registered on title of the lands described as *Schedule "E"* prior to the Agreement being registered; and
 - (e) The Municipality shall construct, at no expense to Fred Lewis, Brian Lewis or 911670 Ontario Limited, the Water Infrastructure Services to the Land Owner's property lot line.
23. Fred Lewis, Brian Lewis and 911670 Ontario Limited, acknowledge and agree to provide Lucan-Biddulph with the necessary Easements as described in sections 20-22 and *Schedules "G", "H" and "I"* of this Agreement, in exchange for the Municipality running the watermain to the lot line of the property located at 6783 Airport Road, at no cost to Fred Lewis, Brian Lewis and 911670 Ontario Limited, as shown on *Schedule "J"*.
24. The Parties further acknowledge and agree that Representatives and/or agents of the Municipality may enter upon the easement portion of the lands in accordance with the particulars contained in *Schedules "G", "H" and "I"* of the Owners of the Properties, Fred Lewis' Property, Brian Lewis' Property or 911670 Ontario Limited's Property for the purpose of providing any Water Infrastructure Services and/or maintenance as required in accordance with this Agreement. The Municipality will make best efforts to coordinate maintenance activities with Brian Lewis and/or Fred Lewis in order to minimize any interference with farm operations, and the Municipality shall provide reasonable efforts to restore the lands, including damage to crops, as nearly as possible should any damage occur resulting from maintenance in accordance with this Agreement.
25. The construction and installation of the watermain extension or in connection with such Easement shall not commence until the Easement has been acquired by the Municipality.

Insurance and Indemnification

Insurance:

26. Upon execution of this Agreement, the Owners of the Properties shall require any contractor and/or agent providing services in relation to the Water Services Infrastructure to maintain Commercial General Liability insurance policies supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not be less than FIVE MILLION DOLLARS (\$5,000,000.00) for each of the contractor(s) and/or agent(s) and to the satisfaction of Lucan-Biddulph.
27. The Commercial General Liability insurance shall include coverage for:
- (a) Premises and operations liability;
 - (b) Products or completed operations liability;

- (c) Blanket contractual liability;
 - (d) Cross liability;
 - (e) Contingent employer's liability;
 - (f) Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry;
 - (g) The Commercial General Liability insurance policies shall be in the name of the Contractor and shall name Lucan-Biddulph as an additional insured; and
 - (h) The insurance policies shall contain an endorsement to provide Lucan-Biddulph with prior notice of changes and cancellations. Such endorsement shall not be changed or amended in any way nor cancelled until sixty (60) days after written notice of such change or cancellation shall have been given to Lucan-Biddulph. Such insurance policies contained in this section 27 shall continue and be renewed by any contractor and/or agent performing services in relation to the Water Service Infrastructure indefinitely until all of the required permits, licenses and works are constructed and completed to the satisfaction of Lucan-Biddulph.
28. Upon execution of this Agreement, the Owners of the Properties shall arrange for a Certificate of Clearance from the Workplace Safety and Insurance Board ("**WSIB**") for any contractor and/or agent stating that all assessments or compensations payable have been paid and all the requirements of the WSIB have been complied with. From time to time and when requested, the Owners of the Properties will be required to provide a certificate of clearance from the WSIB to Lucan-Biddulph from any contractor and/or agent. Such Certificate of Clearance shall indicate that the contractor and/or agent and any subcontractors have complied with the requirements of the WSIB and are in good standing in the books of the WSIB.

Indemnity:

29. The Owners of the Properties hereby fully releases, indemnifies, completely holds harmless, and agrees to defend Lucan-Biddulph, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs including any loss, damage or injury to any person or property, and for any and all liability, including any direct, indirect, special or consequential damages resulting from the easements in connection with the construction, installation and/or maintenance with respect to extending water services to the Residents, extension of water services pursuant to this Agreement, and/or performance by the contractor and/or agent and any subcontractors of his/her/its obligations under this Agreement, and either directly or indirectly with respect to the construction, performance and installation of the Water Infrastructure Services, and any infrastructure-related maintenance services. The Owners of the Properties shall further fully (100%) indemnify Lucan-Biddulph against any claims, actions or demands for Construction Liens in accordance with the *Construction Act*, R.S.O. 1990, c C.30, or otherwise in connection with Water Services Infrastructure.

30. The Municipality hereby fully releases, indemnifies, completely holds harmless, and agrees to defend Fred Lewis, Brian Lewis and 911670 Ontario Limited and any directors, officers and employees of 911670 Ontario Limited, legal counsel, agents and contractors, from any against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs including any loss, damage or injury to any person or property, and for any and all liability, including any direct, indirect, special or consequential damages resulting from the easements in connection with the construction, installation and/or maintenance with respect to extension of water services pursuant to this Agreement, and/or performance by the contractor and/or agent and any subcontractors of the Municipality's obligations under this Agreement, and either directly or indirectly with respect to the construction, performance and installation of the Water Infrastructure Services, and any infrastructure-related maintenance services, except those caused by the negligence of Fred Lewis, Brian Lewis and 911670 Ontario Limited.

Assumption of the Works

31. Within thirty (30) days after the Owners of the Properties advise the Municipality that the required work and responsibilities contained in this Agreement and further described in *Schedule "C"* have been fully completed, the Municipality shall, in its sole discretion, either:
- (a) Confirm in writing that all of the required work and covenants contained in this Agreement and further described in *Schedule "C"* have been fully completed by issuing a Certificate of Completion to the Owners of the Properties and Fred Lewis, Brian Lewis and 911670 Ontario Limited, and the Municipality shall proceed to activate the water valve, and assume responsibility for the water valve to the watermain; or
 - (b) Issue the Owners of the Properties a written statement listing the particulars of the deficiencies in the outstanding required work, and upon the Owners of the Properties rectifying all of said deficiencies to the satisfaction of the Municipality, the Municipality shall issue a Certificate of Final Acceptance, and proceed to activate the water valve, and assume responsibility for the water valve to the watermain.

Release and Estoppel

32. Forthwith upon the Parties entering into this Agreement, the Owners of the Properties, Fred Lewis, Brian Lewis and 911670 Ontario Limited, shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of Lucan-Biddulph to enter into this Agreement or to enforce each and every covenant and condition herein contained and this Agreement shall be pleaded as an estoppel against the Owners of the Properties, Fred Lewis, Brian Lewis and 911670 Ontario Limited in such proceeding.

Notices

33. Any Communication must be in writing and either be:
- (a) delivered personally or by courier;

- (b) sent by prepaid registered mail; or
 - (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.
34. Any Communication must be sent to the intended Party at its address for service listed on the signature pages of this Agreement or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to a Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4:00pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Registration of the Agreement

35. The Parties acknowledge and direct that this Agreement be electronically registered on title of the lands of the Owners of the Properties, Fred Lewis, Brian Lewis, 911670 Ontario Limited by Lucan-Biddulph.

Severability

36. It is agreed that if any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such provision shall conclusively be deemed to be severable and the remainder of the Agreement shall be and remain in full force and effect.

Assignment and Enurement

37. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party, other than provided for herein, without the prior written consent of the other Parties.
38. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.
39. In the event of the Parties restructure by amalgamation, annexation or any other provincial order that alters the municipal jurisdiction governance for the lands constituting the service area, as shown on *Schedule "A"*, the Parties hereby agree to take such further actions and enter into such further agreements that may be necessary to ensures the provision of treated and potable municipal water contemplated in this Agreement shall remain in place for the Owners of the Properties. The intention of this provision is that Lucan-Biddulph and their respective successors and assigns shall take all reasonable steps to ensure that the treated and potable municipal water, shall survive and remain available for the Owners of the Properties

after any municipal restructuring, amalgamation, annexation or any other provincial order that alters the governance for the lands, as shown on *Schedule "A"*.

Development Charges

40. Following the passing of Lucan-Biddulph's Development Charges By-law, future developers shall be required to pay to Lucan-Biddulph development charges in connection with the lands, as shown on *Schedule "A"*.
41. Lucan-Biddulph shall ensure that all persons who first purchase lots as shown on *Schedule "B"* are informed, at the time each lot is transferred, of all the development charges related to the development pursuant to Section 59(4) of the *Development Charges Act*.

Contribution to Legal Costs Incurred

42. The Owners of the Properties who will or may derive a benefit from the Water Infrastructure Services shall compensate Lucan-Biddulph for the full cost of involvement of Lucan-Biddulph's legal counsel in the drafting, negotiating, and registering any easement related-costs with respect to this Agreement and agrees that they shall make such payment to Lucan-Biddulph within thirty (30) days of endorsement of this Agreement.

Compliance with Laws

43. The Parties agree that they shall each perform their responsibilities hereunder in compliance with all applicable Federal, Provincial and Municipal laws, statutes, regulations, By-laws and codes of conduct.

Further Assurances

44. The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

45. The Parties reserve the right to amend this Agreement by mutual consent in writing, at any time.
46. The Parties agree that in the event this Agreement is amended or replaced, such amendments or replacement shall be made to take full force and effect on the 1st day of January for the year in which the amendment or new agreement is made.
47. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any paragraph of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Dispute Resolution

48. Upon written request to resolve any disputes arising from this Agreement that is sent by one Party to another, the Parties hereby agree to resolve all disputes pursuant to this section. Upon receipt by the receiving Party of a written request to resolve disputes, the Parties shall first attempt to resolve all disputes by way of formal negotiation between the Parties and their appointed representatives. If the disputes cannot be settled within thirty (30) days from the receipt of the written request to resolve disputes by the receiving Party, then the parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within ninety (90) days from the receipt of written request to resolve disputes by the receiving Party, or such longer period as may be agreed to by the Parties, the Parties shall, refer the matter forthwith to an arbitration which shall finally resolve the dispute(s). The aforementioned arbitration shall be conducted in accordance with the *Ontario Arbitration Act*, 1991, c 17, as amended or replaced.

Entire Agreement

49. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect. This Agreement includes the provisions of this Agreement and each of its Schedules, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall prevail.

Voluntary Enforceable Agreement

50. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

Counterparts

51. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Severability

52. Each paragraph of this Agreement is distinct and severable. If any paragraph of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining paragraphs of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

Governing Law

- 53. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of their duly authorized officers, as the case may be.

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

Address for Service:
Municipality of Lucan Biddulph
Municipal Offices
270 Main Street, P.O. Box 190
Lucan, ON N0M 2J0

Per: _____
_____, Mayor

Per: _____

Ron Reymer, C.A.O./Clerk
We have authority to bind the Corporation.

911670 ONTARIO LIMITED

Per: _____
Name:

I/We have authority to bind the Corporation.

FRED LEWIS & BRIAN LEWIS

Signature: _____
Name: Fred Lewis

Signature: _____
Name: Brian Lewis

SHAWN HOWARD DAYMAN & BEVERLY BERNICE DAYMAN

Signature: _____
Name: Shawn Howard Dayman

Signature: _____
Name: Beverly Bernice Dayman

VALERIE ANN FEKE

Signature: _____
Name: Valerie Ann Feke

MICHAEL JAMES STEAD & CATHERINE JAYNE STEAD

Signature: _____

Name: Michael James Stead

Signature: _____

Name: Catherine Jayne Stead

BYRON ANDREW DECLERCK & JACQUELINE TERESA SULLIVAN

Signature: _____

Name: Byron Andrew Declerck

Signature: _____

Name: Jacqueline Teresa Sullivan

JAMES HOWARD GALBRAITH & CINDY KAREN GALBRAITH

Signature: _____

Name: James Howard Galbraith

Signature: _____

Name: Cindy Karen Galbraith

GREGORY STEVEN LANGENDYK & KATHRYN LAURA LANGENDYK

Signature: _____

Name: Gregory Steven Langendyk

Signature: _____

Name: Kathryn Laura Langendyk

PAUL STEPHEN GREGUS & SANDRA LYNN GREGUS

Signature: _____

Name: Paul Stephen Gregus

Signature: _____

Name: Sandra Lynn Gregus

DENNIS WAYNE PEARN & JENNY MARIE SMALE

Signature: _____

Name: Dennis Pearn

Signature: _____

Name: Jenny Smale

GREGORY KARL RICHARDSON & CONNIE MARIE RICHARDSON

Signature: _____

Name: Gregory Karl Richardson

Signature: _____

Name: Connie Marie Richardson

DARCEY ALAN COOK & KANDACE JANINA MARJORIE COOK

Signature: _____

Name: Darcey Alan Cook

Signature: _____

Name: Kandace Janina Marjorie Cook

PAULA VINCENT

Signature: _____

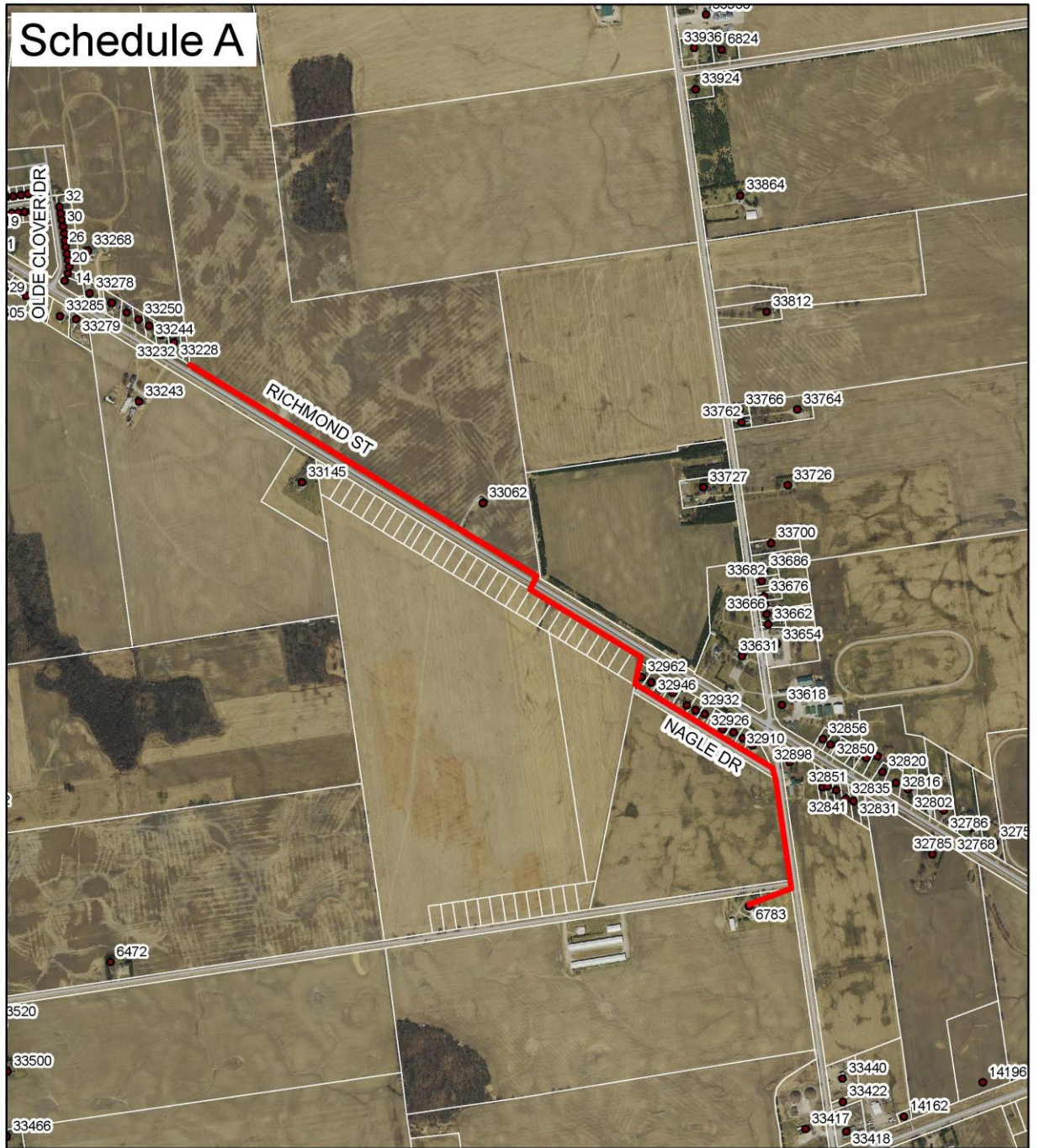
Name: Paula Vincent

GUY KENNETH BENJAMIN

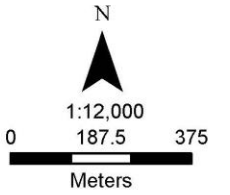
Signature: _____

Name: Guy Kenneth Benjamin

SCHEDULE "A" - Map of the Pipeline



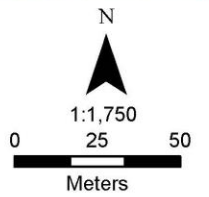
— Proposed Water Main Extension



SCHEDULE "B" - Map of Nagle Drive and the twelve (12) Properties that are serviced on Nagle Drive



— Proposed Water Main Extension



SCHEDULE "C"**Particulars Confirming Responsibility Regarding Water Servicing****Responsibility of Lucan-Biddulph/Contractors**

1. Install new watermain as per the design along the length of Nagle Drive in accordance with the Agreement and Schedules
2. Provide a lateral service from the watermain to the property line to each residence of the Owners of the Properties.
3. Provide a new curb stop (water valve) at the property line on each water service.
4. Arrange and provide the connection of the existing water service line (the line that goes to the house) to the new curb stop.
5. Provide and install a water meter in each residence of the Owners of the Properties.
6. Provide a transmitter wire to the Land Owner.
7. Restore the area around the new curb stop - this will include top soil and grass seed.
8. Entrances will be restored using material that matches the original material of the entranceway.
9. Entrance will be restored only to a point that matches the existing entrance.
10. Existing drainage will be kept in place and repaired if damaged.

Responsibility of the Twelve (12) Owners of the Properties

1. Remove any items or plants owned by the Owners of the Properties on the road allowance that will affect the installation of the watermain.
2. Ensure that the service water line on each respective property is in good state of repair (and is in the vicinity of the property line for connection to the new water service).
3. If after installing and entirely setting up the watermain to the water service line, it is determined that the line needs to be replaced, the Owners of the Properties will be entirely (100%) responsible for the replacement and installation to the curb stop.
4. Restoration due to the water service line being replaced.
5. The water service line must have 60cm square (24") clearance inside the house for a water meter to be installed. The said clearance must be reasonable to access and shall be at the location where the water service line enters the house.
6. Install the wire provided by the municipality from the 60cm access point to a point on the exterior of the house. 60cm (24 inches) of excess wire will be left on each end.
7. Re-install a mailbox on the new post provided by Lucan-Biddulph.

8. Ensure that the existing well is entirely decommissioned to the satisfaction of Lucan-Biddulph, and the Owners of the Properties shall be one hundred percent (100%) responsible for decommissioning the existing well at its full cost and in accordance with the particulars established in sections 7-9 of this Water Services Agreement

SCHEDULE "D"

Estimated Cost for the Nagle Drive Watermain Extension

The Municipality will contribute a total Upset Limit of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) with respect to watermain extension, which includes, but is not limited to the up sizing cost of the watermain on Nagle Drive and the cost of running the watermain to the property at 6783 Airport Road, and the Owners of the Properties shall be fully (100%) responsible for the balance of the remaining cost of completing all of the said work with respect to the Nagle Drive Watermain Extension.

Description	Amount	Plus HST (1.76%)
Tender	\$439,284.00	\$7,731.40
Work completed to date	\$71,307.00	\$1,255.00
Existing Legal Work	\$8,000.00	\$0.00
Remaining Work not included in the Tender *	\$56,000.00	\$985.60
TOTAL (\$584,563.00)	\$574,591.00	\$9,972.00
Council to Carry	\$200,000.00	
Net TOTAL (incl HST)	\$384,563.00	
Per Household (assuming 12)	\$32,046.92	

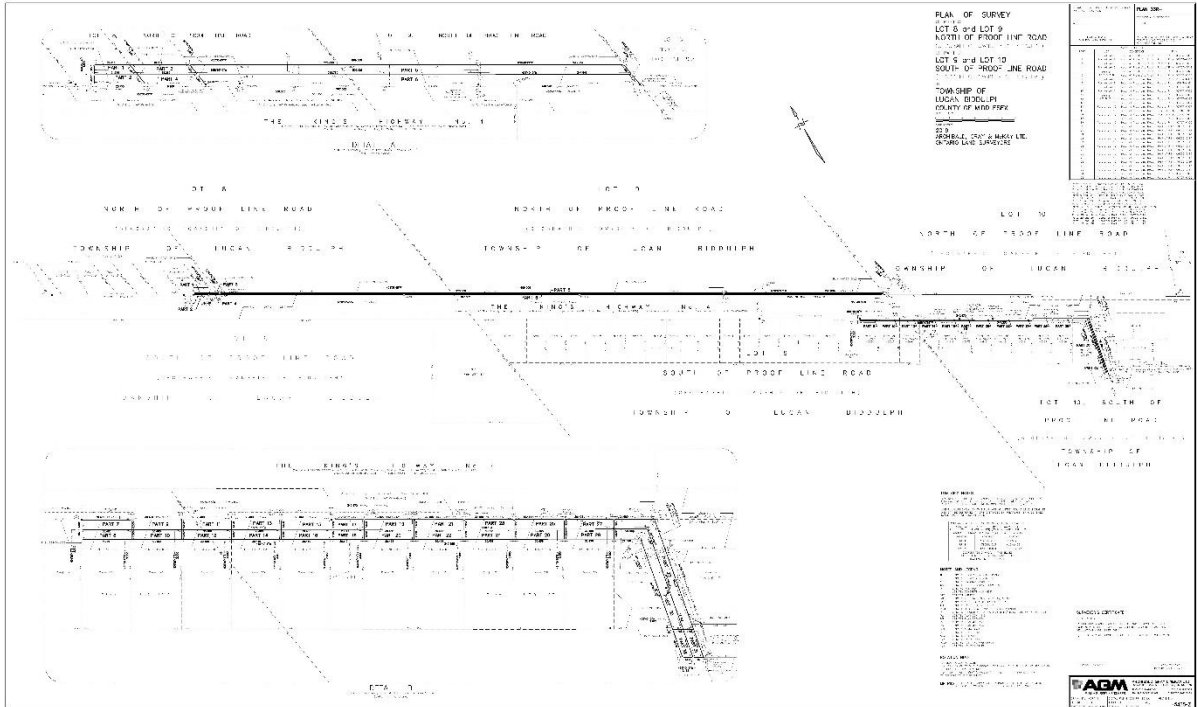
Note - Township receives an HST rebate, the net HST is 1.76%

* Includes fees, permits, geotech at completion etc

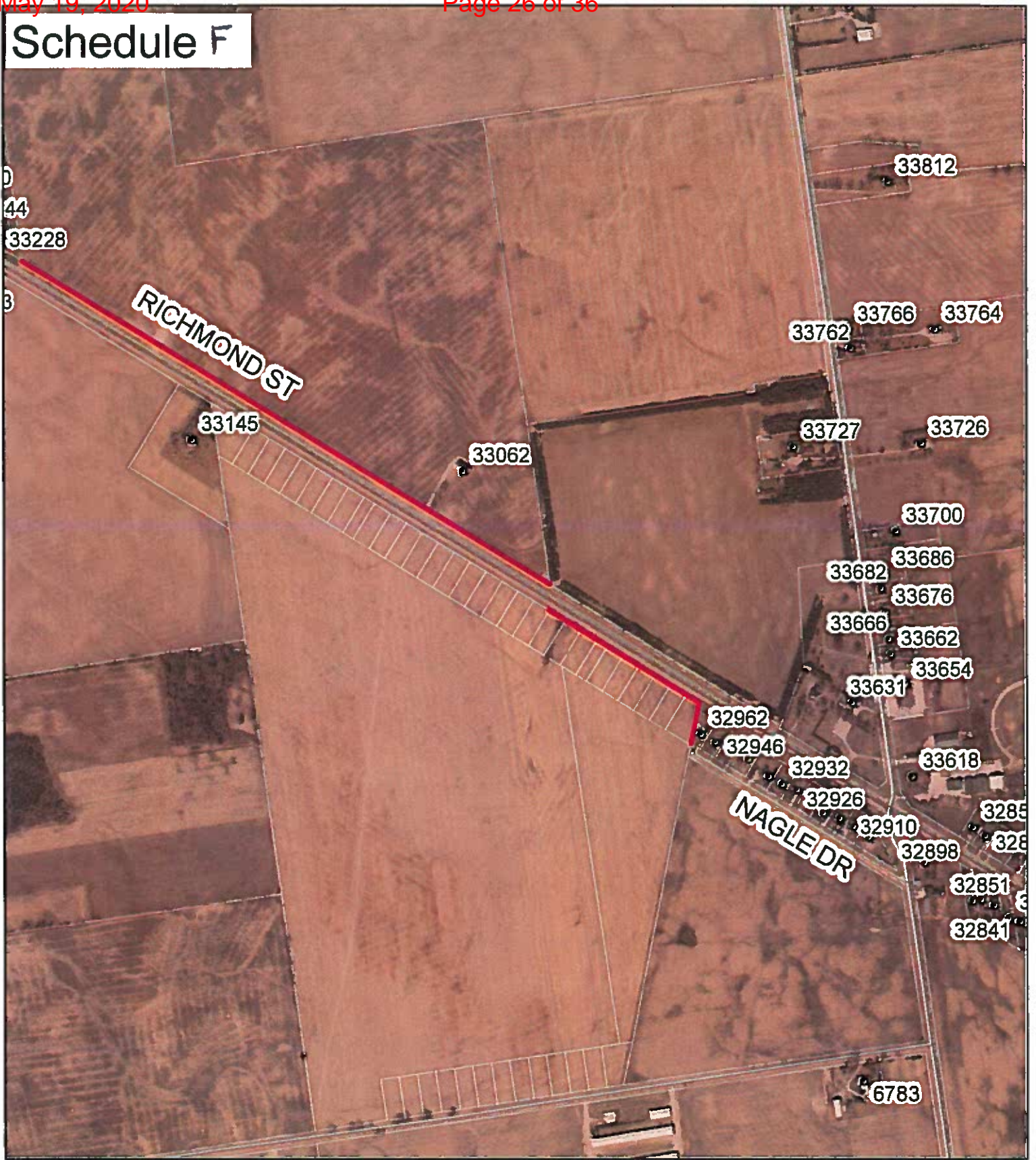
Residences are responsible for up to a maximum of \$50,000 of contingency (total).

SCHEDULE "E"

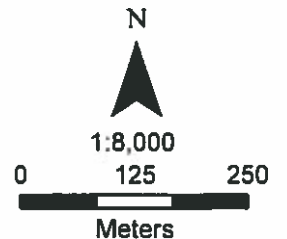
Particulars Outlining Location of the Easement



Schedule F



 Proposed Easement Location



SCHEDULE "G"

Municipal Waterline Easement

THIS WATER SERVICES AGREEMENT made this ____ day of _____, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LUCAN-BIDDULPH

(hereinafter, called "Lucan-Biddulph" or the "Transferee")

OF THE FIRST PART

- and -

FRED LEWIS

(hereinafter, called the "Transferor")

OF THE SECOND PART

(collectively, hereinafter referred to as the "Parties")

MUNICIPAL WATER LINE EASEMENT #1

EASEMENT IN GROSS

Grant of easement from the Transferor to the Transferee for the purpose of constructing, installing and/or maintaining and maintaining the infrastructure, pipes and appurtenances necessary for the extension of water services.

WITNESSETH that in consideration of the sum of two dollars (\$2.00) paid by the Transferee to the Transferor and the particulars subject to clause 20 of the Water Services Agreement, the receipt and sufficiency of which is acknowledged by the Parties, the Water Service Agreement covenants, and the covenants hereinafter contained, the Transferor grants to the Transferee, its successors and assigns the easement and rights provided for below:

1. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lot 9, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 9 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0095 (LT).
2. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 13 on Plan 33R-20625, being part of PIN 09703-0097 (LT); Part 19 on Plan 33R-20625, being part of PIN 09703-0112 (LT); Part 23 on Plan 33R-20625, being part of PIN 09703-0114 (LT); Part 27 on Plan 33R-20625, being part of PIN 09703-0116 (LT).

3. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lot 9, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 10 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0095 (LT).
4. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 14 on Plan 33R-20625, being part of PIN 09703-0097 (LT); Part 20 on Plan 33R-20625, being part of PIN 09703-0112 (LT); Part 24 on Plan 33R-20625, being part of PIN 09703-0114 (LT); Part 28 on Plan 33R-20625, being part of PIN 09703-0116 (LT).
5. The particulars with respect to the easements contained in clauses 1-4 above shall be for the purpose of constructing, connecting, installing, keeping, maintaining, replacing, modifying or expanding a watermain extension for the purpose of extending water services and appurtenances which form a necessary part of the water services extension across the Transferor's lands, together with the right to enter upon the Transferor's lands for the purpose of constructing, keeping, maintaining, replacing, modifying or expanding the water services and appurtenances which form a necessary part of the water services extension, in good condition and repair, and for such purposes, the Transferee shall have access to the easement portion of the Transferor's lands by its agents, contractors, consultants, servants, employees, workers, vehicles, supplies and equipment, providing that upon completion of any construction, maintenance or repairs that damages any agricultural activities, the Transferee shall restore the lands, and pay damages as appropriate to put the Transferor in the position it would have been in had there been no access exercised.
6. The Transferor reserves the right at all times, except when work to construct, maintain, replace, modify or expand the Water Infrastructure Services is ongoing, to use, occupy and enjoy the lands subject to the easements herein granted as before, and in particular to farm and exercise access on and over the said easement lands, provided that the Transferor shall keep said easement lands clear of all buildings, structures and other obstacles except crops.
7. The Municipality and its agents, contractors and Representatives may enter upon the said easements for the purposes aforesaid, provided that:
 - a. The Municipality has first given the Transferor not less than sixty (60) days of written notice of the date it intends to commence maintenance operations in the said easements, and its best estimate of the number of days such activities are expected to continue;
 - b. The Transferor, acting reasonably, to the construction date of operations, giving full consideration to farming activities;
 - c. The Parties agree in writing, before entry, of the damages and losses that the Municipality shall pay to the Transferor;
 - d. Sub-paragraphs 7(a) and 7(b) shall not apply to the initial construction of the Water Infrastructure Services operations; and
 - e. Sub-paragraphs 7(a) and 7(b) shall not apply in the event of an emergency.

8. The Transferor and Transferee acknowledge and agree that the implied covenants included in the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, subsection 5, as amended or replaced, apply to this transfer.
9. This agreement shall extend to, be binding upon, and enure to the benefit of the Parties hereto and their respective successors, administrators and assigns.

SCHEDULE "H"

Municipal Waterline Easement

THIS WATER SERVICES AGREEMENT made this ____ day of _____, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LUCAN-BIDDULPH
(hereinafter, called "Lucan-Biddulph" or the "Transferee")

OF THE FIRST PART

- and -

911670 ONTARIO LIMITED
(hereinafter, called the "Transferor")

OF THE SECOND PART

(collectively, hereinafter referred to as the "Parties")

MUNICIPAL WATER LINE EASEMENT #2

EASEMENT IN GROSS

Grant of easement from the Transferor to the Transferee for the purpose of constructing, installing and/or maintaining and maintaining the infrastructure, pipes and appurtenances necessary for the extension of water services.

WITNESSETH that in consideration of the sum of two dollars (\$2.00) paid by the Transferee to the Transferor and the particulars subject to clause 20 of the Water Services Agreement, the receipt and sufficiency of which is acknowledged by the Parties, the Water Service Agreement covenants, and the covenants hereinafter contained, the Transferor grants to the Transferee, its successors and assigns the easement and rights provided for below:

1. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Parts 17 and 31 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0076 (LT).
2. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Parts 18 and 32 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0076 (LT).

3. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lots 8 & 9, North of Proof Line Road (Geographic Township of Biddulph), designated as Part 6 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0029 (LT).
4. Subject to paragraphs 6 and 7 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lots 8 & 9, North of Proof Line Road (Geographic Township of Biddulph), designated as Part 5 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0029 (LT).
5. The particulars with respect to the easements contained in clauses 1-4 above shall be for the purpose of constructing, connecting, installing, keeping, maintaining, replacing, modifying or expanding a watermain extension for the purpose of extending water services and appurtenances which form a necessary part of the water services extension across the Transferor's lands, together with the right to enter upon the Transferor's lands for the purpose of constructing, keeping, maintaining, replacing, modifying or expanding the water services and appurtenances which form a necessary part of the water services extension, in good condition and repair, and for such purposes, the Transferee shall have access to the easement portion of the Transferor's lands by its agents, contractors, consultants, servants, employees, workers, vehicles, supplies and equipment, providing that upon completion of any construction, maintenance or repairs that damages any agricultural activities, the Transferee shall restore the lands, and pay damages as appropriate to put the Transferor in the position it would have been in had there been no access exercised.
6. The Transferor reserves the right at all times, except when work to construct, maintain, replace, modify or expand the Water Infrastructure Services is ongoing, to use, occupy and enjoy the lands subject to the easements herein granted as before, and in particular to farm and exercise access on and over the said easement lands, provided that the Transferor shall keep said easement lands clear of all buildings, structures and other obstacles except crops.
7. The Municipality and its agents, contractors and Representatives may enter upon the said easements for the purposes aforesaid, provided that:
 - a. The Municipality has first given the Transferor not less than sixty (60) days of written notice of the date it intends to commence maintenance operations in the said easements, and its best estimate of the number of days such activities are expected to continue;
 - b. The Transferor, acting reasonably, to the construction date of operations, giving full consideration to farming activities;
 - c. The Parties agree in writing, before entry, of the damages and losses that the Municipality shall pay to the Transferor;
 - d. Sub-paragraphs 7(a) and 7(b) shall not apply to the initial construction of the Water Infrastructure Services operations; and
 - e. Sub-paragraphs 7(a) and 7(b) shall not apply in the event of an emergency.
8. The Transferor and Transferee acknowledge and agree that the implied covenants included in the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, subsection 5, as amended or replaced, apply to this transfer.

9. This agreement shall extend to, be binding upon, and enure to the benefit of the Parties hereto and their respective successors, administrators and assigns.

SCHEDULE "I"

Municipal Waterline Easement

THIS WATER SERVICES AGREEMENT made this ____ day of _____, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LUCAN-BIDDULPH

(hereinafter, called "Lucan-Biddulph" or the "Transferee")

OF THE FIRST PART

- and -

BRIAN LEWIS

(hereinafter, called the "Transferor")

OF THE SECOND PART

(collectively, hereinafter referred to as the "Parties")

MUNICIPAL WATER LINE EASEMENT #3

EASEMENT IN GROSS

Grant of easement from the Transferor to the Transferee for the purpose of constructing, installing and/or maintaining and maintaining the infrastructure, pipes and appurtenances necessary for the extension of water services.

WITNESSETH that in consideration of the sum of two dollars (\$2.00) paid by the Transferee to the Transferor and the particulars subject to clause 20 of the Water Services Agreement, the receipt and sufficiency of which is acknowledged by the Parties, the Water Service Agreement covenants, and the covenants hereinafter contained, the Transferor grants to the Transferee, its successors and assigns the easement and rights provided for below:

1. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lot 9, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 7 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0094 (LT).
2. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lots 9 & 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 11 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0096 (LT).

3. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre permanent easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as: Part 15 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0111 (LT); Part 21 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0113 (LT); Part 25 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0115 (LT); Part 30 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0117 (LT).
4. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lot 9, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 8 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0094 (LT).
5. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lots 9 & 10, South of Proof Line Road (Geographic Township of Biddulph), designated as Part 12 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0096 (LT).
6. Subject to paragraphs 8 and 9 hereof, the Transferor grants to the Transferee in perpetuity, a 1.5 metre temporary and/or working easement across, under and over the lands described as Part of Lot 10, South of Proof Line Road (Geographic Township of Biddulph), designated as: Part 16 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0111 (LT); Part 22 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0113 (LT); Part 26 on Plan 33R-20625; Township of Lucan Biddulph, County of Middlesex, being part of PIN 09703-0115 (LT).
7. The particulars with respect to the easements contained in clauses 1-6 above shall be for the purpose of constructing, connecting, installing, keeping, maintaining, replacing, modifying or expanding a watermain extension for the purpose of extending water services and appurtenances which form a necessary part of the water services extension across the Transferor's lands, together with the right to enter upon the Transferor's lands for the purpose of constructing, keeping, maintaining, replacing, modifying or expanding the water services and appurtenances which form a necessary part of the water services extension, in good condition and repair, and for such purposes, the Transferee shall have access to the easement portion of the Transferor's lands by its agents, contractors, consultants, servants, employees, workers, vehicles, supplies and equipment, providing that upon completion of any construction, maintenance or repairs that damages any agricultural activities, the Transferee shall restore the lands, and pay damages as appropriate to put the Transferor in the position it would have been in had there been no access exercised.
8. The Transferor reserves the right at all times, except when work to construct, maintain, replace, modify or expand the Water Infrastructure Services is ongoing, to use, occupy and enjoy the lands subject to the easements herein granted as before, and in particular to farm and exercise access on and over the said easement lands, provided that the Transferor shall keep said easement lands clear of all buildings, structures and other obstacles except crops.

9. The Municipality and its agents, contractors and Representatives may enter upon the said easements for the purposes aforesaid, provided that:
 - a. The Municipality has first given the Transferor not less than sixty (60) days of written notice of the date it intends to commence maintenance operations in the said easements, and its best estimate of the number of days such activities are expected to continue;
 - b. The Transferor, acting reasonably, to the construction date of operations, giving full consideration to farming activities;
 - c. The Parties agree in writing, before entry, of the damages and losses, that the Municipality shall pay to the Transferor;
 - d. Sub-paragraphs 9(a) and 9(b) shall not apply to the initial construction of the Water Infrastructure Services operations; and
 - e. Sub-paragraphs 9(a) and 9(b) shall not apply in the event of an emergency.
10. The Transferor and Transferee acknowledge and agree that the implied covenants included in the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, subsection 5, as amended or replaced, apply to this transfer.
11. This agreement shall extend to, be binding upon, and ensure to the benefit of the Parties hereto and their respective successors, administrators and assigns.

Township of Lucan Biddulph

BY-LAW NO. 21-2020

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 19, 2020 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 19, 2020 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 19, 2020 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 19, 2020.

MAYOR

CLERK