

LUCAN BIDDULPH COUNCIL AGENDA

TUESDAY, OCTOBER 15, 2019 6:30 PM Lucan Biddulph Township Office 270 Main Street P.O. Box 190 Lucan, ON

AGENDA

- 1. Call to Order
- 2. Disclosure of Pecuniary Interest & Nature Thereof
- 3. In-Camera Session
- 4. Petitions & Delegations
 - 1) Bonnie Foran recognition for Little Sprouts Program
 - 2) Glen Boy, Campaign Coaches Feasibility Study Presentation
- **5. Adoption of Minutes**

Council Minutes - October 1 2019

6. Business Arising From the Minutes

BA - Oct 15 2019

7. Communications Reports

- 1. Invitation to Guests-2019 Wardens Banquet
- 2. OFA Animal Activism
- 3. Balance of Communications
 - a. <u>Middlesex County Establishment of a Planning Advisory Committee Report</u>
 - b. Ltr from MMAH Minister Steve Clark re AMO Conference meeting
 - c. AMO CIF 2019 Fall Blue Box Program Update Sessions Announced
 - d. Resolution Town of the Blue Mountains Integrity Commission Matters
 - e. UTRCA Aug 27 2019 Board Minutes & Sept 24 2019 Board Meeting Audio
 - f. AMO Watchfile Oct 3 AMO Watchfile Oct 10

8. Committee Reports

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

9. Staff Reports

a) CAO/Clerks Office

<u>Reduction and Call for Nominations - Ausable Bayfield Maitland Valley Drinking Water</u> Source Protection Committee

Animal Control options for Cats - update from Aug 13 2019 report

- b) Building/By-law Enforcement
- c) Finance
- d) Planning
- e) Public Works

2019 Clandeboye Sidewalk

Denfield Water Corridor

Denfield Corridor Water Agreement

f) Parks & Recreation

10. Councillor's Comments

- 11. Changes to Budget
- 12. Notice of Motions
- 13. Motions and Accounts

Motions - October 15 2019

14. By-laws

53-2019 Execution of Agreement -Fire Inspection Services

54-2019 Execution of Agreement - Denfield Corridor Water Agr

55-2019 Confirming

15. Adjournment

Corporation of the Township of Lucan Biddulph8 Council Minutes

October 1, 2019

The Corporation of the Township of Lucan Biddulph Council Minutes

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

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

Absent: R. Reymer-CAO/Clerk

Call To Order

Mayor C. Burghardt-Jesson called the meeting to order at 6:30 pm.

Declaration of Pecuniary Interest & Nature Thereof

None.

Delegations

Morgan Calvert, Director of Information Technology Services and Chris Bailey, Manager of Technical Services

Mr. Calvert and Mr. Bailey from the County of Middlesex Information Technology Department attended to provide an overview of the proposed plan for upgrades to our network server and the benefits of consolidated infrastructure. Mr. Bailey advised that our current server infrastructure is at the end of its life cycle and the County of Middlesex now has the ability to host our server from the County infrastructure. In order to proceed with this a faster more reliable internet connection is required and they are currently discussing those options with Quadro Communications. Mr. Calvert advised there will be no initial cost to switch to the County Infrastructure system however going forward there will be approximately \$2,000.00 for operating budget year to year plus the additional cost incurred for direct fibre internet connection. He further noted we are avoiding the capital expense of approximately \$25,000.00 to replace our existing infrastructure. Mr. Calvert further discussed cyber security awareness and training that County IT staff are currently taking to further educate municipalities of about cyber threats.

Sheila Hodgins and Jackie Martins, Lucan Area Heritage

Ms. Hodgins and Mrs. Martins presented and reviewed the Lucan and Area Heritage Society 2019 revenue & expenses to date. Ms. Hodgins noted the projected year-end revenue is slightly down from 2018, however expenses are down as well. She discussed some upcoming events including the Christmas yard sale, a Christmas home tour being planned for 2020 and the 3rd annual Extravaganza event planned for June 13, 2020. Ms. Hodgins further advised that they are looking for an increase in the annual donation received from the Township for the upcoming year and that she would be submitting a letter requesting same for consideration during our 2020 budget discussions.

1/ Minutes

Moved by A. Westman Seconded by D. Regan

That the regular council minutes of September 17, 2019 be approved as circulated.

CARRIED

October 1, 2019

Business Arising

Mayor C. Burghardt-Jesson noted the feral cat topic and asked council members to be prepared for discussion and a decision at the next council meeting.

Communications Reports

Bluewater Recycling Association

Deputy Mayor D. Manders advised he attended a short meeting last week. He noted that all commodities are continuing to decrease and there is still so much unknown in the industry.

Ausable Bayfield Conservation Authority and Upper Thames River Conservation Authority Councillor A. Westman advised that both conservation authorities are beginning budget discussions and they are still working out the impacts of provincial cuts to funding.

Staff Reports

CAO/Clerk

In the absence of CAO R. Reymer, T. Merner gave an update and advised the fire services agreement with Mr. Steve Guay has been finalized and will be brought forward at next council meeting for execution. She further noted that they will be meeting with Cindy McNair from Selectpath to review HR policies next week.

Finance

K. Langendyk advised that the auditor will be here at the end of next week to start the 2019 interim audit. She further noted that 2020 budget discussion will soon begin starting with a capital budget meeting. K. Langendyk also noted that she intends to provide budget to actual numbers on a quarterly basis going forward in 2020.

Planning

T. Merner reviewed the report submitted by Senior Planner, M. Bancroft regarding the request for a condominium exemption by 2219260 Ontario Inc. for the townhouse development proposal for lands situated on the East side of Miller Drive and backing onto Saintsbury Line in the Ridge Crossing subdivision. The planner's report advised that the request for condominium exemption is appropriate and no further public consultation is warranted considering public consultation was required to establish the zoning.

Public Works

- J. Little reviewed his report regarding household hazardous waste disposal including the options outlined therein. He explained that costs incurred to host a hazardous waste disposal date are hard to determine exactly as cost is directly related to materials brought in. Councillor D. Regan advised he is in favour of option no. 2 provided and noted that a single opportunity would determine whether there is a need for it in our community. Deputy Mayor D. Manders advised he is not in favour of adding that expense to our budget given that a portion of our property taxes helps cover the cost of running the location at the Manning Drive site in London and residents can use that location all year long. He further noted that we should start by educating our residents further and creating more awareness. Councillor A. Westman added it would be hard to justify adding this service when we removed the annual large item clean-up service offered at our public works facility location.
- J. Little provided some further updates from the public works department including the advertisement for an equipment operator position which closes on October 28th; Coursey line paving project and painting of crosswalks and parking stripes.

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Parks & Recreation

P. Smith reviewed his report regarding the proposal submitted by Ausable Bayfield Conservation Authority. The plan would encourage good vegetation growth and maintenance going forward for the space along the Benn Drain adjacent to the storm water management pond location in the Ridge Crossing subdivision. He noted the project cost would be \$4,450.00 with the opportunity to apply for 50% funding through the Habitat Stewardship program.

P. Smith provided some further updates from the parks & recreation department including that Glen Boy is scheduled to attend council meeting on October 15th to present the Feasibility Study results and that the digital sign outside the community centre has been fixed and is now running properly.

Councillor's Comments

P. Mastorakos asked staff if emotional support or therapy animals are recognized in any of our Township policies or bylaws? Discussion took place regarding what is considered a service animal verses an emotional support animal. Mayor C. Burghardt-Jesson advised that if it is an agricultural animal as defined in our Zoning Bylaw then allowing such animal would contravene our bylaw, even if a Doctor has provided a letter stating said animal is an emotional support to the resident. L. deBoer advised she would review AODA (Accessibility for Ontarians Act) and consult with other municipalities to see how they have addressed this concern.

Mayor C. Burghardt-Jesson commented on the experience she, L. deBoer and P. Smith had while attending the Kraft Hockeyville (KHV) 2019 events in Renous and Bathurst New Brunswick. She noted that Renous, New Brunswick has a very small population of approximately 720 people and they really had rallied the province behind them for support in winning KHV 2019. She further advised that it was a great to share and witness the experience of another great community.

Councillor D. Regan advised he attended the mental health discussion at the library sponsored by the Wraith Family Foundation. He noted the importance of relaying and providing information on services available in our community.

2/ Santa Claus Parade Donation 2019

Moved by D. Manders

Seconded by D. Regan

Resolved that the council of the Township of Lucan Biddulph donate \$750.00 towards the cost of the annual Santa Claus Parade in Lucan.

CARRIED

3/ Ridge Crossing Subdivision Phase 2 - request for condominium exemption

Moved by A. Westman

Seconded by D. Regan

Resolved That the Council of the Township of Lucan Biddulph recommends to the County of Middlesex that the request for the condominium exemption by 2219260 Ontario Inc. (c/o Vito Campanale) for lands legally described as Block 104 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, is appropriate and that no further public consultation be required.

CARRIED

4/ Benn Drain - ABCA Vegetation and Maintenance Plan

Moved by A. Westman

Seconded by P. Mastorakos

Resolved that Council direct staff to instruct Mr. Jean to proceed with organizing the project for

Corporation of the Township of Lucan Biddulph8 Council Minutes

October 1, 2019

Spring 2020 planting and further direct staff to work with Mr. Jean to apply to the Habitat Stewardship program for funding.

CARRIED

5/By-Laws

Moved by D. Regan

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:

- 50-2019 Temporary Road Closure (Remembrance Day)
- 51-2019 Temporary Road Closure (Santa Claus Parade)
- 52-2019 Confirming Bylaw

CARRIED

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Moved by A. Westman Seconded D. Regan

Resolved that the Council meeting be adjourned at 8:22 p.m.

CARRIED

MAYOR	CLERK

Business Arising - Minutes of October 1, 2019

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
Feral Cats	Consider options for regulating cats	Staff to consult with surrounding municipalities and provide report to council with options for consideration	Fall 2019
Future Development Lands	Proceed with comprehensive review	Staff to provide updates	ongoing
Strategic Plan Review	Review and update Strategic Plan	Staff to arrange meeting	Fall 2019
Roads Analysis	Cost benefit analysis	Staff complete a cost benefit analysis report for council	Fall 2019
Nagle Drive	Majority of Nagle Drive residents are in favour to proceed with the waterline extension.	Staff were given direction to keep moving forward and develop a report for Council.	Ongoing



THE COUNCIL OF THE COUNTY OF MIDDLESEX CORDIALLY INVITES YOU TO ATTEND THE

2019 WARDEN'S BANQUET TO HONOUR WARDEN KURTIS SMITH

ON SATURDAY, NOVEMBER 9TH, 2019

AT THE MIDDLESEX COUNTY BUILDING 399 RIDOUT STREET NORTH, LONDON

Reception at 5:30 P.M. Dinner at 6:15

Tickets - \$20.00 per person

Please contact Kathy Bunting at (519) 434-7321 ext. 2250 or <u>kbunting@middlesex.ca</u> to purchase tickets <u>prior to November 1, 2019</u>



Animal Activism

UPDATE: Pig protesters hold 'double vigil' outside Fearmans Burlington plant

Activists gave water to the pigs on trucks

NEWS Jul 16, 2018 Burlington Post











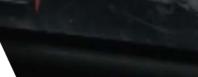
Page 1 of 15

Animal activist from Toronto Pig Save Toronto held a emergency double protest outside Fearmans processing plant in Burlington due to today's heat alert, with temperatures soaring to 30C. Protesters swarmed the side of hog carrying trailers in hopes of dispensing water to the pigs inside. - Graham Paine/Metroland







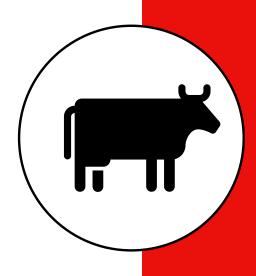


5 a - CC

What is an Animal Activist?

People or groups that come together:

- To protest animal agriculture and practices, animals used for testing, and what they deem to be any form of animal mistreatment
- Believe animals should not be farmed or used for human consumption (meat, fibre, fur)
- Plan mass protests using social media, break ins, trespassing, disruptions, etc.





Activist activities have escalated in the past years:

June 2015: Anita Krajnc, charged with criminal mischief in pig "water bottle trial" – found not guilty

July 2015: 6,000 mink released and died at St. Mary's mink farm

2017: Malcolm Klimowicz, 5 counts of break and enter and mischief for entering mink farms at night. 3 of 5 cases dropped or pleaded down (2 left before courts)

October 2018: Jenny McQueen break & enter and mischief - charges dropped in April of 2019.

Harassment of trucks and workers entering Burlington Pork Plant and St. Helen's Meat Packers" and Ryding-Regency slaughterhouses.

Farm invasions in Ontario

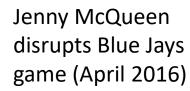
Hate-mail sent to farmers





Jenny McQueen: Full time protester

March 2018 inside pig barn as part of B & E. Charge dismissed – Why??





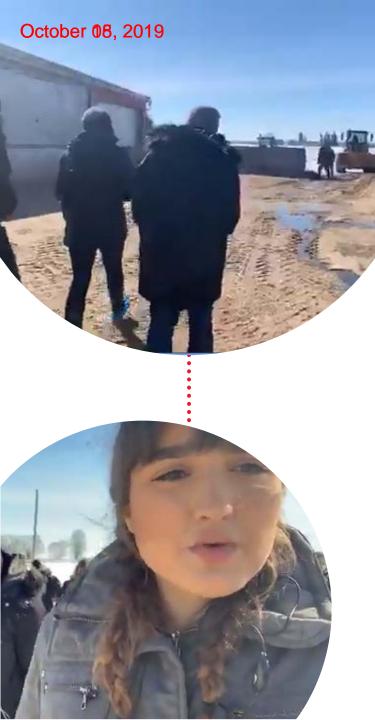












Dairy Farm Invasion March 8, 2019 Woolwich Ontario

5 a - CC

- Johanna Elizabeth: full time protester
- Leads a group of 15 trespassers
- Direct Action Everywhere (DxE)
- Dairy Farmers of Ontario alerted all dairy farms in Ontario as well as numerous police forces
- Activists changed their strategy, targeting two other Ontario farms. No charges laid

Hate Mail – Received by Farmers

How do you sleed Are you complete of compass May karma find YOUR BLACK SOULS.

pusiness causes the grief and suffering to t beings. What you ling is criminal and be against the law as many countries.

"



Other Ontario Activities

- Protests in front of London Dairy trying to let cows go free
- Random barn entries in numerous counties
- New chapter of Direct Action Everywhere in Grey/Bruce
- Activist in Owen Sound area posing as a feed salesman to get on farms
- Activists gain employment on Ontario pig farm, mink farm and dairy goat farm
 - footage sent to CTV and OSPCA.
- Protests of farms, events and carriage horses in Niagara region



Major Issue:

Lack of prosecutions and convictions of animal activists, even in the face of incriminating evidence





Township of Warwick Resolution June 17, 2019

Regarding Enforcement for Safety on Family Farms

Thanks to Mayor Rombouts and her Council



TOWNSHIP OF WARWICK

"A Community in Action"

6332 Nauvoo Road, R.R. #8, Watford, ON NOM 2S0

Township Office: (519) 849-3926 / 1-877-849-3926 Works Department: (519) 849-3923 Watford Arena: (519) 876-2808 Website: www.warwicktownship.ca

Fax: (519) 849-6136 E-mail: info@warwicktownship.ca

The Honourable Doug Downey, Attorney General of Ontario Ministry of the Attorney General 720 Bay Street 11th Floor

Toronto, ON M7A 2S9

Re: Resolution Regarding Enforcement for Safety on Family Farms

Please be advised that Warwick Township Council adopted the following resolution at their regular meeting on June 17, 2019:

WHEREAS agriculture is the second largest industry in Ontario, contributing \$13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world;

AND WHEREAS in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals;

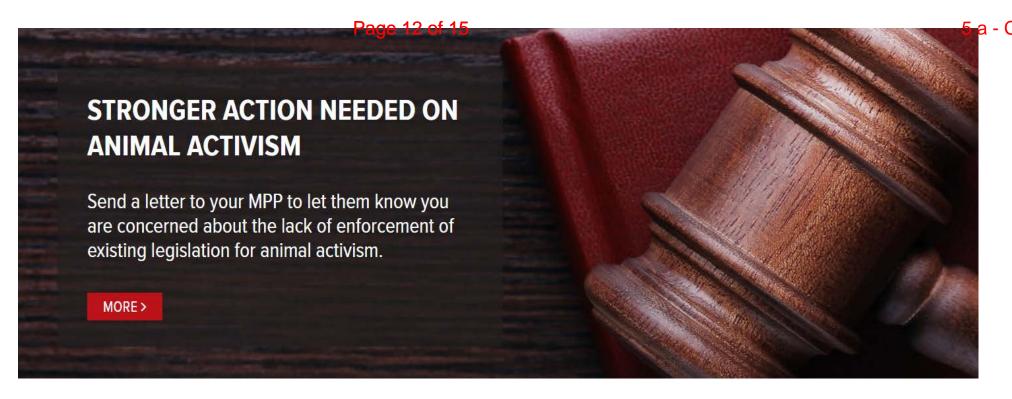
AND WHEREAS the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media:

AND WHEREAS maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations;

AND WHEREAS the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Corporation of the Township of Warwick requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals;





Stronger action needed on animal activism

Farmers and livestock transporters across Ontario are facing increasing harassment from activists. These individuals and organizations are causing significant disruptions to one of Ontario's largest economic driver - the agri-food sector. Peaceful protests have escalated to trespassing, break-ins, theft of farm property and physical harassment. The legal system is offering little protection. Police are reluctant to lay charges. And the Crown is withdrawing charges before trial. Ontario's agriculture industry is calling on MPPs to work with agricultural leaders for stronger enforcement to ensure the safety of Ontario's farm families and their employees.

Fill in the information below to send a letter to your local MPP



What can be done?



Crown and police to take protests seriously



Stop protests that harass workers at their workplace



Pursue trespass charge when access gained under false pretense



Trespass pursued by the crown (not just the farmer)



Farmers and commodity groups speak to Police, government and the Crown



Legislative Changes



What Can We Do

- Lobby for legislative changes under the Highway Traffic Act to prohibit a person from entering a roadway for the purpose of stopping traffic
- Close legal loopholes activists use to have their charges dropped
- Support and engage municipalities to support their local farmers
- Recommend a new offence under The Animal Protection Act - Fail or Delay Reporting of an Offence



www.ofa.on.ca

Crispin Colvin
Director at Large
Ontario Federation of Agriculture
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Joanne Fuller
Member Service Representative
Lambton & Middlesex
Ontario Federation of Agriculture
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Committee of the Whole

Meeting Date: October 8, 2019

Submitted by: Abby Heddle, Planner & Durk Vanderwerff, Director of

Planning

SUBJECT: ESTABLISHMENT OF A PLANNING ADVISORY COMMITTEE

BACKGROUND:

Subsection 8(1) of the Planning Act states that "The council of every upper-tier municipality....shall appoint a planning advisory committee". While previously discretionary, establishing a Planning Advisory Committees (PACs) is now mandatory for the County.

The legislation also requires that at least one member of the PAC be a citizen appointee with the Province indicating that this is to ensure a greater degree of public involvement in planning matters. This report recommends that Council establish a PAC by endorsing the attached Terms of Reference.

ANALYSIS:

The Planning Act requires that a PAC be established and requires that at least one member of the PAC be a citizen appointee. County Council is otherwise free to determine the composition and mandate of the PAC.

Based on a review of other jurisdictions, the common method of satisfying the Provincial requirement to establish a PAC is to add the responsibilities assigned to a PAC to those of an existing committee. There are no suitable existing County committees and it is therefore recommended that a new committee, consisting of at least three members of council and one member of the public, be established by County Council.

Because the Province allows Council to set the Terms of Reference for the PAC, staff have developed and attached a proposed Terms of Reference that aims to maintain the streamlined processing of Planning Act applications while also allowing Council to refer planning matters to the PAC if and when it is appropriate.

It is noted that the proposed Terms of Reference would not require that the PAC provide input on general planning applications. Staff believe that the existing planning processes at the County and local levels already benefit from significant public involvement without the need for additional review and potential delay by the PAC.

RECOMMENDATION:

That the Terms of Reference be endorsed to establish a Planning Advisory Committee in accordance with Section 8 of the Planning Act be approved as follows:

<u>Proposed Terms of Reference for the Planning Advisory Committee</u>

1. MISSION

As a provincially-mandated committee appointed by the Council of Middlesex County, the Planning Advisory Committee will provide information, perspective and recommendations to County Council on broad planning matters that may have impact or effect on the planning functions of the County.

2. MANDATE

To act as a Planning Advisory Committee by providing information, perspective and recommendations to Council on broad planning matters that may have an effect on the County, as required from time to time; specifically,

- To review the provisions of the County Official Plan and related policy, and recommend to Council general amendments thereto which would be in the best interests of the County of Middlesex
- To advise Council on general land use planning issues of County significance

3. OBJECTIVES

The Committee shall provide assistance, guidance and recommendations to County Council in circumstances where the Committee's involvement can benefit Council deliberations and decisions with respect to policy issues directly related to land use planning.

4. COMPOSITION

The Committee shall be comprised of at least four members consisting of at least three County Councillors and one citizen appointee. In addition, the Warden shall be an exofficio member.

The citizen appointee shall meet the following requirements:

- Is not an employee of the County of Middlesex or a municipality in Middlesex County
- Does not hold elected status with a municipality in Middlesex County
- Understands general land use planning concepts and processes
- Is familiar with Planning legislation
- Has knowledge of County Planning operations

- Has experience operating in a political environment
- Is a resident of Middlesex County

A majority of members appointed are required to constitute a quorum.

Members will be appointed by County Council for the term of Council or until their successors are appointed. All appointments are at the pleasure of Council.

5. COMPENSATION

Members shall be compensated in accordance with the existing policies of the County of Middlesex.

6. REPORTING

The County of Middlesex Planning Advisory Committee shall report to County Council through the County Clerk. The presentation of Committee activities shall be in the form of Report containing a record of those present at the meeting, the items considered and the recommendations of the Committee. The Committee shall report to County Council following each Committee meeting.

7. RESOURCES

The County Clerk's Department will provide administrative support, including the preparation of reports to the Committee of the Whole, distribution of agendas and the general administrative co-ordination of the meetings. The Planning Department will provide support in the form of advice, updates on planning issues that may affect the County and assistance in the implementation of recommendations as directed by Council.

8. MEETINGS

The Committee shall hold meetings as directed by the Warden.

9. PROCEDURE

All meetings will be conducted in accordance with the County of Middlesex Procedural By-law and practices.

The Committee does not have the authority to specifically direct the activities of County staff.

10. CHAIR OF THE COMMITEE

The Chair of the Committee shall be elected at the first meeting of the Committee for the term of council.

11. CONFLICTS OF INTEREST

Members shall disclose the pecuniary interest to the Committee and remove themselves from meetings for the duration of discussion with respect to that matter.

12. LOCATION OF MEETINGS

The location of meetings will be set by the Committee but usually take place at the Middlesex County Administration Building at 399 Ridout Street, London, Ontario.

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor Toronto ON M5G 2E5 Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage Toronto ON M5G 2E5 Tél.: 416 585:7000.

Township of

Lucan Biddul; n

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SEP 3 0 2019

Your Worship Mayor Cathy Burghardt-Jesson Township of Lucan Biddulph 270 Main Street P.O. Box 190 Lucan, ON N0M 2J0

Dear Mayor Burghardt-Jesson: Cathy

I would like to thank you and your Chief Administrative Officer Ron Reymer for taking the time to meet with my Parliamentary Assistant Jim McDonell at the 2019 Association of Municipalities of Ontario (AMO) Conference in Ottawa. Maintaining a strong relationship with our municipal partners is a top priority for our government as your input and knowledge of local matters are important as we tackle big challenges ahead.

PA McDonell shared with me your discussion about uneven growth in the municipality. where high growth is being experienced in Lucan; whereas Granton has had very little growth. I understand that your council would like to designate more lands for residential growth in Lucan, without impacting the current designated growth areas in Granton.

Ministry staff in the Western Region Municipal Services Office in London will be contacting you to discuss proposed Provincial Policy Statement changes to the planning horizon that may assist with addressing your growth concerns. I encourage you and other representatives of the township to share your ideas and concerns as part of the consultation through the Environmental Registry of Ontario at the following address https://ero.ontario.ca/notice/019-0279. Consultations on the proposed changes to the PPS will remain open until October 21, 2019.

Throughout the conference, including in many delegation meetings, we discussed the one-time Municipal Modernization Fund payment. If you have projects you would like to share with us, we are happy to work together with you. As you have information on your progress, we are always interested to hear from you.

If you or your staff would like to discuss these matters further, ministry staff would be pleased to assist. Please feel free to contact Erick Boyd, Manager, Community Planning and Development in the Western Regional Municipal Services Office at 519-873-4025 or Erick.Boyd@ontario.ca. You can also contact my Senior Policy Advisor for Planning, Zoning and Development, Stephen Hamilton (Stephen.Hamilton@ontario.ca). Once again, thank you for meeting with PA McDonell at the 2019 AMO Conference.

Municipalities are on the front lines and play a vital role in the lives of people across the province. I am committed to working with you and know how important it is that we continue to listen and work together.

Sincerely,

Steve Clark

Minister

c. The Honourable Monte McNaughton, Minister of Labour, MPP, Lambton-Kent-Middlesex

Jim McDonell, Parliamentary Assistant to the Minister of Municipal Affairs and Housing (Municipal Affairs)

From: Amber Crawford acrawford@amo.on.ca

Sent: Wednesday, October 9, 2019 4:34 PM

Subject: AMO/CIF 2019 Fall Blue Box Program Update Sessions Announced

Good Afternoon,

In-Person Meetings Announced on Blue Box Program

As you will recall, on August 15th the Minister of the Environment, Conservation and Parks issued direction to the <u>Resource Productivity and Recovery Authority</u> (the Authority) and <u>Stewardship Ontario</u> to begin to transition the management of Ontario's Blue Box program to producers of plastic and other packaging. This is welcomed news for the sector, and municipal governments <u>commended</u> the Province for taking important action to improve recycling in Ontario.

Now that the Ministry has announced its <u>next steps</u>, AMO and the Continuous Improvement Fund (CIF) are co-hosting a series of Blue Box program update sessions in October and November 2019. The sessions are being hosted in person only (there is no webinar option) and are intended for Municipal and First Nations staff.

Attendance is free of charge and lunch and snacks are provided at each event. Please see the schedule below, and register for the session that works best for you.

In an effort to share news about these events, you may receive a similar notice from the CIF. We apologize in advance for any duplication and hope to see you at one of the sessions.

Register Here for AMO/CIF 2019 Fall Blue Box Program Update Session

Vaughan	London	Smiths Falls	North Bay	Dryden
Wed. Oct. 23	Tues. Oct. 29	Tues., Nov. 5	Wed., Nov. 6	Tues, Nov. 12
11:00 a.m. – 4:00	11:00 a.m. – 4:00	11:30 a.m. – 3:30	11:30 a.m. – 3:30	11:30 a.m. – 3:30
p.m.	p.m.	p.m.	p.m.	p.m.

Aloft Vaughan	Best Western Plus	Smiths Falls	Best Western	Best Western Plus
Mills	Stoneridge Inn &	Memorial	North Bay Hotel &	Dryden Hotel &
151 Bass Pro Mills	Conference	Community	Conference	Conference
Drive	Centre	Centre	Centre	349 Government
Vaughan L4K	6675 Burtwhistle	71 Cornelia Street	700 Lakeshore	St.
0E6	Lane	Smiths Falls K0H	Drive	Dryden P8N 2P4
<u>Directions</u>	London N6L 1H5	1S0	North Bay P1A	<u>Directions</u>
	<u>Directions</u>	<u>Directions</u>	2G4	
			Directions	

The agenda is still being finalized, but is anticipated to cover topics like timelines, and steps in the process to transition (including the decisions your Council must make in preparation). CIF will also be on-hand to take participants through a series of case studies and provide some guidance on how to evaluate transition for your municipality and provide advice to your Council.

For more information: view the event webpage.

RPRA MHSW Wind-Up Consultation

The Authority is separately consulting on Stewardship Ontario's proposed Wind-Up Plan for the Municipal Hazardous or Special Waste (MHSW) Program at each location listed above. The MHSW consultations will be open to all stakeholders, and precede the AMO/CIF Blue Box Program Meeting sessions.

The Authority, AMO and CIF are coordinating these meetings strictly for logistical reasons. The Authority has no role in the content or design of AMO and CIF's update on the Blue Box Program, and AMO and CIF are not involved in the content or design of the Authority's consultations on the proposed MHSW Wind-Up Plan.

To find out more and to register for an RPRA session, visit: RPRA's MHSW Wind-Up Plan webpage.

As always, please let us know if you have any questions.

Sincerely,

Dave Gordon

Senior Advisor, Waste Diversion

Dgordon@amo.on.ca

416-389-4160

Amber Crawford

Policy Advisor, Waste Diversion

Acrawford@amo.on.ca

416-971-9856 x 353

Page 1 of 1



Town of The Blue Mountains 32 Mill Street, Box 310 THORNBURY, ON NOH 2PO

https://www.thebluemountains.ca

OFFICE OF: Mayor Alar Soever Email: asoever@thebluemountains.ca

Phone: 519-599-3131 Ext 400

Sent via E-mail

October 4, 2019

Ministry of Municipal Affairs and Housing Hon. Steve Clark | Minister | minister.mah@ontario.ca 777 Bay Street, 17th Floor Toronto, ON M5G 2E5

Dear Minister Clark,

RE: Integrity Commission Matters

Since the Province required all municipalities to have Integrity Commissioners ("ICs"), we have noted that although this is a quasi-judicial role, few if any decisions by Integrity Commissioners refer to British Common Law precedents, or any precedents for that matter.

In addition, there seems to be quite a difference of opinion on matters between Integrity Commissioners. As an example, our IC takes the position that in all cases the Complainant should never be named in a report, even when they are another member of Council, while at the County level, our County IC, states that she would almost always name the complainant in these circumstances, unless it was a personal matter. Her test would be whether it was a matter of public interest.

As a result of this confusion on behalf of the Town of The Blue Mountains, please note the following resolution passed by Council on September 30, 2019:

Moved by:

Rob Potter

Seconded by:

Peter Bordignon

WHEREAS the system of justice in Ontario is based on the British system of Common Law which bases decisions on legal precedents;

AND WHEREAS the decisions of Integrity Commissioners in settled cases could provide guidance to all involved in Municipal Government in Ontario as well as to the people they serve;

BE IT THEREFORE RESOLVED that the Code of Conduct Sub-Committee recommends that the Council of the Town of The Blue Mountains requests that the Ontario Ministry of Municipal Affairs and Housing create a searchable database of all matters placed before all Integrity Commissioners within the province and the resolution of such matters;

AND FURTHER BE IT RESOLVED THAT this resolution be circulated to all municipalities in Ontario via the Association of Municipalities of Ontario, Carried.

Please do not hesitate to contact me if you have any questions or comments.

Yours Truly,

Mayor Alar Soever

Town of The Blue Mountains

CC:

Mayor and Council, Town of The Blue Mountains (via e-mail) Shawn Everitt, CAO, Town of The Blue Mountains (via email)

Municipalities in Ontario (via-email)

From: Michelle Viglianti [mailto:vigliantim@thamesriver.on.ca]

Sent: Thursday, September 26, 2019 1:22 PM

To: Ann Wright < wright@middlesexcentre.on.ca >; Anna Hopkins < ahopkins@london.ca >; Brent Kittmer

<<u>bkittmer@town.stmarys.on.ca</u>>; Carla Preston <<u>Cpreston@westperth.com</u>>; Chole Senior

<<u>csenior@oxfordcounty.ca</u>>; David Creery <<u>dcreery@cityofwoodstock.ca</u>>; Eleanor Heagy

< HEAGYE@thamesriver.on.ca >; Ingersoll - Michael Graves < mgraves@ingersoll.ca >; Joan Thomson, City

of Stratford <<u>jthomson@stratfordcanada.ca</u>>; Kyle Kruger <<u>kkruger@norwich.ca</u>>; Liridona Rafuna

<<u>Irafuna@london.ca</u>>; Lisa VanderWallen <<u>clerk@swox.org</u>>; Lizet Scott <<u>lscott@perthsouth.ca</u>>;

London Free Press < !fp.newsdesk@sunmedia.ca; Ministry of Natural Resources

<al.murray@ontario.ca>; Rebecca Clothier <rclothier@perthsouth.ca>; Rebekah Msuya-Collison

<clerk@southhuron.ca>; Rodger Mordue <ra>rmordue@blandfordblenheim.ca>; Stuart Findlater</ra>

<<u>sfindlater@thamescentre.on.ca</u>>; Town of St. Marys <<u>imccartney@town.stmarys.on.ca</u>>; Will Jaques <wiaques@ezt.ca>

Subject: August 27, 2019 UTRCA Board Minutes & September 24, 2019 Board Meeting Audio

Good afternoon,

for your information, please find the Minutes of the August 27, 2019 UTRCA Board of Directors meeting at the following website:

http://thamesriver.on.ca/board-agendas-minutes/

The audio recording of the September 24. 2019 UTRCA Board of Directors meeting will be posted by Monday September 30th.

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

Thank you, Michelle Viglianti



Michelle Viglianti

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





October 3, 2019

In This Issue

- Waste consultations in October and November 2019.
- AMO partners with a Digital Citizen Relationship Management provider.
- Save 15% off Deluxe Canada products.
- Prompt payment and adjudication now fully implemented.
- You're invited to AMO's Fall Policy Forum!
- 2020 ROMA Conference Rural Ontario: Moving Forward register today!
- ONE Investment Fall Workshops are around the corner Register today!
- Careers with AMO, Toronto, Brantford, Burlington, Tillsonburg and Norfolk County.

AMO Matters

AMO and the Resource Productivity and Recovery Authority are joining together to provide consultations on the Hazardous and Special Waste, and Blue Box Programs. Stay tuned for information on locations and dates.

AMO is <u>partnering</u> with Frequency Foundry Inc. to offer members a digital citizen relationship management (CRM) solution that can improve customer service and efficiency. Stay tuned to AMO communications for further announcements about this new partnership.

Enter promotion code 63647 when ordering and save 15% on <u>Deluxe Canada products</u> including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

Legislative amendments related to <u>prompt payment</u> and adjudication <u>came into force</u> on October 1, 2019, with some transition rules. For more information, contact <u>Amber Crawford</u>.

Eye on Events

On October 24-25, 2019, AMO will host its first-ever Fall Policy Forum in London, ON. It is a great networking opportunity for elected officials and municipal staff. Register today and check out the program!!

Join your rural colleagues at the <u>ROMA Conference</u>, January 19 - 21, 2020 in learning, networking, and insights.

Learn How, What and Why of Investing in the municipal sector. Learn Why municipalities need to invest. What are the different Investment Options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options. For registration and information click here. Need Help? Call us at 416.971.9856 x351.

Careers

<u>Policy Advisor AMO</u>. As member of the policy team, the Policy Advisor provides professional policy advice to Senior Advisors, Director of Policy, Executive Director and the Board of Directors. Please apply in confidence by Monday, October 21, by email to: <u>careers@amo.on.ca</u>.

<u>Director, Policy Planning & Outreach - City of Toronto.</u> Reports to: General Manager, Solid Waste Management Division. For more information on this and other opportunities with the City of Toronto, please visit <u>Jobs at the City</u>. To <u>apply online</u>, please submit your resume, quoting Job ID 238, by October 16, 2019.

<u>General Manager, Public Works - City of Brantford</u>. Qualified candidates are invited to apply online by visiting the City of Brantford's <u>website</u>. Closing date for applications: Thursday, October 17, 2019, at 4:30 p.m.

Senior Coordinator Facility Asset Management - City of Burlington. Department: Capital Works. Job number: CW-222-19. Employment Status: Full Time Permanent. Posting Closing Date: October 18, 2019. To apply, please visit the City's <u>Career Opportunities</u> and click on "View Jobs". Please note that applications are only accepted online. If you require assistance, please contact Human Resources at 905.335.7602.

<u>Chief Administrative Officer (CAO) - Town of Tillsonburg</u>. The ideal candidate for Chief Administrative Officer has a comprehensive understanding of public sector administration. Please contact Kartik Kumar at <u>kartik.kumar@lesp.ca</u> for more details and a complete position profile. Application deadline is Friday, October 25th.

<u>Chief Administrative Officer (CAO) - Norfolk County</u>. To confidentially explore this opportunity further, please visit Norfolk County <u>Employment Opportunities</u> for information and apply via this <u>unique link</u>. The deadline for submission is November 15, 2019. All applications will be held in strict confidence.

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 <a href="Manage-Parameter-Para

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

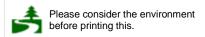
MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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







October 10, 2019

In This Issue

- AMO regulation submission on paramedic services.
- 2020 Youth Fellows Program Open for applications.
- AMO Blue Box program update meetings announced.
- AMO partners with a Digital Citizen Relationship Management provider.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- Long-term care bed expansion Applications open.
- Ontario's Job Site Challenge is coming.
- AMO's Fall Policy Forum Registration filling up fast!
- ONE Investment fall workshops Sessions in Orillia, Peterborough & Brockville.
- Designing energy efficient projects for BPS institutions.
- Career with AMO.

AMO Matters

AMO provided a <u>submission</u> to the Ministry of Health about proposed regulation changes to enable new models of care for select 9-1-1 patients which will affect municipal Paramedic Services. AMO's view is that dispatch must be fixed first and municipal governments need protection from increased liability with provincial funding for training.

As part of AMO's <u>Youth Engagement Strategy</u>, this fellowship provides three young people the opportunity to connect with the Board, learn more about municipal government and policy, and receive mentorship. Closing date is November 1 - <u>apply today!</u>

AMO and the Continuous Improvement Fund (CIF) is hosting a series of in-person meetings in October and November on Blue Box. For details and to register for a session, <u>click here</u>.

AMO is <u>partnering</u> with Frequency Foundry Inc. to offer members a digital citizen relationship management (CRM) solution that can improve customer service and efficiency. Stay tuned to AMO communications for further announcements about this new partnership.

4S offers training, support, and a digital management platform to ensure municipal governments comply with occupational health and safety requirements. Reach out to 4S, AMO's partner for health and safety management, for more information on how they can support your health and safety program for 2020 and beyond.

Enter promotion code 63647 when ordering and save 15% on <u>Deluxe Canada products</u> including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

Following the welcome <u>news</u> from the Ministry of Long-Term Care about the extension of timelines for funding changes while exploring alternatives, the government is also opening up an application process for new long-term care bed expansion. The deadline for applications is January 17, 2020. Further information on the government <u>website</u>.

Calling all municipal governments - Ontario's Job Site Challenge is coming - Canada's first mega site program specifically created to attract large scale advanced manufacturing investment projects to the province. It is an important part of Ontario's auto and advanced manufacturing strategy. For more information, including criteria, contact burdenreductionteam@ontario.ca.

Eye on Events

We are less than three weeks away from our Forum Oct. 24/25 in London. Registration is filling up quickly, so to check out the program and register, <u>click here!</u>

Learn How, What and Why of investing in the municipal sector. Why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options. For registration and information <u>click</u> here. Need help? Call us at 416.971.9856 x351.

LAS

The Centre for Climate Change Management at Mohawk College is partnering with LAS/Stephen Dixon to offer a 3-day energy efficiency workshop for the BPS on Nov 5, 6 and 7. Learn how to build and apply fundamental energy management concepts in a work environment. Register today to attend one or more days!

Careers

<u>Policy Advisor AMO</u>. As member of the policy team, the Policy Advisor provides professional policy advice to Senior Advisors, Director of Policy, Executive Director and the Board of Directors. Please apply in confidence by Monday, October 21, by email to: <u>careers@amo.on.ca</u>.

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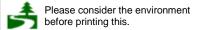
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Memo

To: Mayor and Council

From: Tina Merner, Deputy Clerk

Subject: Ausable Bayfield Maitland Valley Drinking Water Source Protection

Committee (SPC). Reduction, and Call for Nominations

Date: October 15, 2019

Purpose:

To inform Council of the changes to the structure of the Ausable Bayfield Source Protection Authority Committee and also of the vacancies and call for nominations on the Committee.

Background:

On September 26, 2019 correspondence was received from Mary Lynn MacDonald, Program Supervisor of Ausable Bayfield Maitland Valley Source Protection Region that provided Notice (attached) of the Ausable Bayfield Source Protection Authority's decision to reduce the size of the Source Protection Committee from 15 to 12 members which will result in the South and West municipal groupings being combined. Lucan Biddulph is in the South grouping with: Lambton Shores; Warwick; Adelaide-Metcalfe; North Middlesex; and Middlesex Centre, and the West grouping is: South Huron; Perth South; Bluewater; West Perth; Central Huron.

lan Brebner is our current South representative and he has indicated that he is not interested in having his name stand to represent the combined South West region.

The West region has also been in contact with their current representative Dave Frayne, and he has made known that he would like to continue on the Committee to represent the combined South West region.

This notice provided us 60 days from the notice date to come to a consensus on who would represent the newly combined South West region on the Source Projection Committee. Lucan Biddulph staff would like to support the Western region and suggest that Dave Frayne be the representative for the South West region on the Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee for the 3 year term beginning January 1, 2020.

Separate from filling the newly combined South West region committee seat, the Source Protection Committee has five available positions to fill and so have made a call for nominations. They are seeking individuals for the following vacancies: Property owner (1), Public-at-large (1), Industry (1), Commerce (1), Environment (1). Please see the attached Notice of Call for Nominations and News Release.

Discussion:

In review, the Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee will be reducing the number of members on the Committee, which will result in the South and West regions being combined. We are in the South and our local representative is not interested in remaining on the Committee for the next term. All effected municipalities have until November 25, 2019 to come to a consensus. Seeing that the West representative would like to continue on the Committee for the term staring in 2020 we see it appropriate that Dave Frayne to continue on the committee as the representative for the new combined South West region, as an experienced committee member.

Here is a link to "A few Words about Dave" on the Ausable Bayfield Maitland Valley Source Protection website: https://www.sourcewaterinfo.on.ca/team/dave-frayne/

Financial Implications:

N/A

Strategic Plan:

N/A

Attachments:

Notice to Municipal Clerks

News Release – Vacancies on Committee

Notice of Call for Nomination

Recommendation:

That the Council for the Township of Lucan Biddulph receive this report as information and further supports the recommendation to have Dave Frayne's continued seat on the Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee as the representative for the new combined South West region.



Tina Merner Deputy Clerk



Date: Sept. 26, 2019

Attention: Municipal clerks

Central Huron; Bluewater; South Huron; Perth South; West Perth; Lambton Shores; Warwick; Adelaide-Metcalfe; North Middlesex;

Middlesex Centre; Lucan Biddulph

Re: NOTICE of Source Protection Committee (SPC) Reduction

Combining of South and West Municipal Groupings

Decision on member representing new combined area

required by Nov. 25th, 2019

From: Mary Lynn MacDonald and Donna Clarkson

Co-Supervisors, Drinking Water Source Protection

The Ausable Bayfield Maitland Valley Source Protection Committee was formed in 2007 comprised of 15 members plus the Chair. There are four liaisons in addition to the committee members representing the province, the two Source Protection Authorities, Ausable Bayfield and Maitland Valley, and the Medical Officer of Health. Liaisons participate in committee discussions but they cannot vote, nor do they count towards quorum.

Ontario Regulation 288/07 was revised in 2015 to allow for adjustment to the committee size by the lead Source Protection Authority (SPA), Ausable Bayfield Source Protection Authority, to reflect the work of the committee. While the large size and broad representation were beneficial during the development of the Source Protection Plan, there is a much reduced workload during this implementation phase.

The Regulation allows certain flexibility, as follows:

- a. SPC size in ABMV Region can range from six to 15 members
- b. Membership on the SPC must be evenly allocated between municipal, economic and general public sectors (i.e. 1/3 each) with any revisions to size.
- c. Term of Appointment must be between 6 months and 5 years.

Seven SPC positions are due for replacement or reappointment in January 2020. SPC size reduction can be readily achieved by natural attrition from members who wish to retire and those wishing to stay can reapply for their current positions. A smaller committee would also reduce meeting expenses and make the program more manageable for staff as the source protection funding envelope decreases at the Provincial level.

The SPC discussed the merits of size reduction at their July 31st meeting, including SPC members who are not regularly attending making it difficult to achieve a 2/3 quorum, with the majority of the SPC in agreement that this is a good time to reduce the size of the SPC. The SPC Chair sent a letter of endorsement to the SPA's on behalf of the SPC.

Maitland Valley SPA was also consulted on the reduction and they passed a motion on Sept 18th, 2019 in favour as well.

At the Ausable Bayfield SPA meeting on 19th, the following motion was passed:

MOTION #SPA 14/19

Moved by Mike Tam Seconded by Marissa Vaughan

"RESOLVED, THAT the Ausable Bayfield Source Protection Authority reduce the size of the Ausable Bayfield Maitland Valley Source Protection Committee from 15 to 12 members plus a Chair, with equal sectoral composition, and set the term of appointment for three years, effective January 1, 2020."

Carried.

Table 1 – Revised Composition of 12-Member SPC

Previous Sector	New	Rationale	
Composition:	Composition:		
5 per sector	4 per Sector		
1/3 Municipal:	Combine South	Much of this area is serviced by the Lake Huron	
East, Central,	and West Group	Primary Water Supply. Only 2 of the 11 municipalities	
West, South,		have significant threats to which the Source Protection	
North (5)		Plan policies apply. Combining these areas creates a	
		balanced grouping based on number of water systems.	
		<u>See Table 2</u> .	
1/3 Economic :	Reduce to:	Even with the proposed reduction of 1 position,	
Industry - 1	Industry -1	Agriculture still has equal representation with	
Commercial - 1	Commercial-1	industry/commerce.	
Agriculture - 3	Agriculture -2		
1/3 Other :	Reduce to:	The environment and landowner positions are broad	
Environment – 2	Environment -2	enough to encompass many potential candidates with	
Landowners – 1	Land owner - 1	wide-ranging experience. Reducing 1 Public-at-large	
Public-at-large- 2	Public-at-large-1	member would not have significant impact.	

Table 1 – Municipal regrouping for a 12-Member Committee

Previous (5)	New (4)	# Water Systems
North: Ashfield-Colborne-Wawanosh; Goderich; Huron-Kinloss; South Bruce	North: Ashfield-Colborne-Wawanosh; Goderich; Huron-Kinloss; South	6 WHPAs 1 IPZ
	Bruce	
East: Howick; Mapleton; Minto; North	East: Howick; Mapleton; Minto; North	6
Perth; Perth East; Wellington North	Perth; Perth East; Wellington North	
Central: Huron East; Morris	Central: Huron East; Morris-	6
Turnberry; North Huron	Turnberry; North Huron	0
West: South Huron; Perth South;	South West: Central Huron;	
Bluewater; West Perth; Central Huron	Bluewater; South Huron; Perth	
South: (Contains zero WPHAs)	South; West Perth; Lambton	8 WHPAs
Lambton Shores; Warwick; Adelaide-	Shores; Warwick; Adelaide-	1 IPZ
Metcalfe; North Middlesex;	Metcalfe; North Middlesex;	
Middlesex Centre; Lucan Biddulph	Middlesex Centre; Lucan Biddulph	

With the combining of the South and West municipal groupings, these municipalities have 60 days from the notice date to come to a consensus on who they would like to represent them at the SPC. Currently Dave Frayne is representing the West grouping and Ian Brebner the South grouping. If the municipalities can not come to a consensus on their representative, they may forward a list of names (including the current members) to the Ausable Bayfield SPA to make the decision.

The full regulation may be found at https://www.ontario.ca/laws/regulation/070288

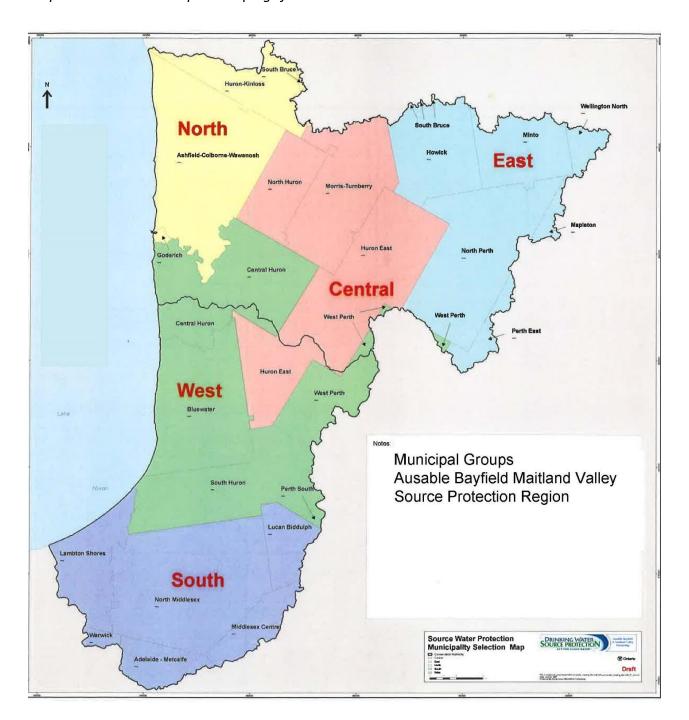
With this reduction of the SPC there are still 5 positions that are being advertised as open:

- environment
- public-at-large
- land owner
- commerce
- industry

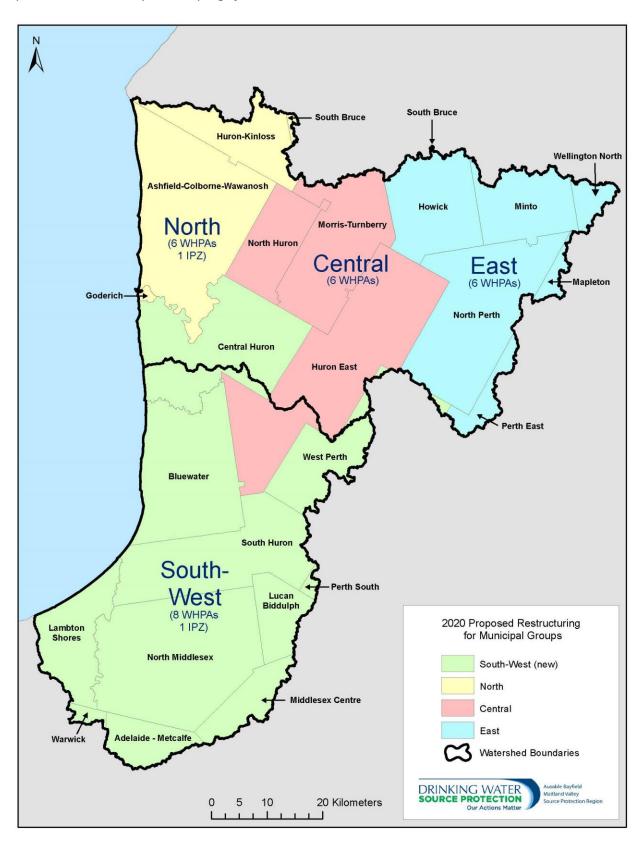
SPC members are welcome to reapply for their current positions although some members whose positions are coming up for renewal have indicated their desire to retire after many years of generous service.

See the maps below for to demonstrate how the combining of municipal groupings will appear.

Map 1 – Previous Municipal Groupings for the 15 member committee



Map 2- Revised Municipal Groupings for a 12-Member Committee





Ausable Bayfield Maitland Valley Drinking Water Source Protection Region c/o 71108 Morrison Line, RR 3 Exeter, ON • N0M 1S5 519-235-2610 • 519- 335-3557 • 1-888-286-2610 • sourcewaterinfo.on.ca

FOR IMMEDIATE RELEASE

DATE OF ISSUE: September 30, 2019

Drinking water source protection region issues notice of call for applications to fill five vacancies on committee

Source protection authorities to accept applications for public-at-large; commercial; industrial; property owner; and environment positions

A committee devoted to protection of municipal drinking water sources has five vacant seats and the local source protection region has issued a call for applications. The local source protection authority is accepting applications for public-at-large; commercial; industrial; property owner; and environment positions on the Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee (SPC).

The vacancies have opened up as some members are choosing to retire after years of service. The change is also to meet regulatory requirements that ensure a portion of the committee changes on a regular schedule. "The scheduled rotation of a portion of the committee's membership ensures there is a mix of new voices and experienced members on the committee," said Mary Lynn MacDonald, Program Co-Supervisor. "The committee was first formed in 2007 and some members, after years of dedicated service, have told us they are ready to retire."

There are about four committee meetings (half-day or full-day meetings) per year. There is remuneration for time and travel. Those who would like to apply are asked to indicate the position in which they are interested on their cover letter attached to a résumé. The source protection authorities are accepting applications until Monday, November 4, 2019. A summary of member obligations, full job description, notice, and application details are on the local source protection website (sourcewaterinfo.on.ca).

The make-up of the committee is shaped by the source protection committee regulation (*Ontario Regulation 288/07*) and by a local process that took place to decide how to include diverse voices at the committee table. One third of the committee is from municipalities. One third of the committee comes from economic sectors (agriculture; industry; commerce). The other third of the committee represents other interests (e.g., general public; property owner and residents' associations; environmental).

The Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee was Ontario's first SPC when it was formed in 2007. The committee reduces risk to local municipal drinking water sources. It makes this happen by putting into action policies in locally developed, provincially approved source protection plans. This work is made possible by the Ontario *Clean Water Act*, 2006.

To find out more visit sourcewaterinfo.on.ca or phone 519-235-2610 or toll-free 1-888-286-2610.

-30 -

MEDIA CONTACTS: Mary Lynn MacDonald, Program Co-Supervisor, Ausable Bayfield Maitland Valley (ABMV) Drinking Water Source Protection Region, at mmacdonald@abca.ca or phone 519-235-2610 or 1-888-286-2610, extension 247

Donna Clarkson, Program Co-Supervisor, at 519-335-3557, extension 224



Notice

Call for Applications

Five positions available on local Source Protection Committee

The Ausable Bayfield Maitland Valley Drinking Water Source Protection Committee (SPC) is reducing risk to local municipal drinking water sources. It is doing this through implementation of locally developed, provincially approved source protection plans.

Ausable Bayfield Source Protection Authority, on behalf of Ausable Bayfield Maitland Valley Source Protection Region, is seeking applications for five vacancies on the committee.

Vacancies are for representatives from the following interests:

- Property owner (1)
- Public-at-large (1)
 - Industry (1)
 - Commerce (1)
- Environment (1)

It is anticipated there will be up to four meetings (half-day or full-day meetings) per year.

There is remuneration for time and travel.

For summary of member obligations and full job description please visit: https://www.sourcewaterinfo.on.ca

For requirements under *Ontario Regulation 288/07* (Source Protection Committees) please visit **ontario.ca**

To learn more call Mary Lynn MacDonald, Program Co-Supervisor, at 519-235-2610 or toll-free 1-888-286-2610 or email mmacdonald@abca.ca

Please indicate position, in which you are interested, on cover letter attached to résumé.

Please submit your application by Monday, November 4, 2019 to:

Brian Horner, General Manager and Secretary-Treasurer, Ausable Bayfield Conservation Authority (ABCA), 71108 Morrison Line, RR 3 Exeter, ON, NOM 1S5

Made possible with funding support from the Province of Ontario.

DATE OF NOTICE: September 30, 2019

Memo

To: Mayor and Council

From: Tina Merner, Deputy Clerk

Subject: Animal Control Options for Cats

Date: October 15, 2019 (revised report from August 13, 2019)

BACKGROUND:

At the July 9, 2019 council meeting, a resident attended as delegation with concerns regarding feral/stray cats roaming in the neighbourhood of Nicoline Avenue, causing nuisance and damage to properties. She presented her concerns and named a few municipalities which include cats in their animal control bylaw and requested that Lucan Biddulph consider doing the same to limit the number of cats permitted per household.

Included in the September 17, 2019 council agenda was a letter from a resident regarding concerns of feral cats in the downtown area of Lucan and a request for assistance from the Township.

Staff presented a report to council on August 13, 2019 outlining examples of how surrounding municipalities are addressing similar concerns. The previous staff report included information and options to consider as outlined below:

ANALYSIS:

Staff has conducted an investigation pertaining to the control of stray/feral cats. While there are a few options to deal with domestic cats (pets), there are no options, free of charge, when dealing with stray/feral cats, due to the unknown health risks that these animals may carry. There is currently no municipality in Middlesex County that has policies or bylaws in place to control cats, however the Township of Adelaide Metcalfe recently brought forward a draft bylaw which has currently been deferred as they do not have anyone who can implement a tagging program or anyone to take feral cats. In our further search we can advise that the following municipalities have a bylaw regarding the regulation of cats.

- Municipality of Bluewater, Bylaw #34-2015 which limits the combined number of cats and dogs per household to five (5), maximum number of dogs being three (3) per household. No licensing of cats is required.
- Municipality of South Huron, Bylaw #21-2018 which limits the combined number of cats and dogs per household to four (4), maximum number of dogs being two (2) per household. No licensing of cats is required. A Spay or Neuter Cat Voucher program has been adopted for low income families and those caring for feral cats. The voucher has a \$75 value towards the cost of spay or neuter fees.



 City of London, Bylaw #PH-3-17015 which limits two (2) domestic cats per household and licensing fees are applicable. A subsidized spay/neuter incentive program is offered for licensed cats of low income families.

Presently in Middlesex County, the Municipality of Strathroy-Caradoc includes the costs for animal control in their general tax levy. The Municipality of Middlesex Centre recently adopted the same practice and effective January 1, 2020 will be discontinuing the practice of charging a fee for dog licenses and including the costs for animal control in the general tax levy.

Information and/or discussion was obtained from local veterinary clinics/animal hospitals, as well as the Humane Society for London-Middlesex. Below is a summary:

Humane Society for London-Middlesex

Do not take feral cats. Only those that are brought in by owner that are being put up for adoption (domesticated).

East Village Animal Hospital (London)

They provide a feral barn cat program. Live cats can be dropped off Tuesday, Wednesday or Thursday, and must be in traps. Traps can be provided but they are usually out of stock. Client registration with them is required in order to drop off cats. This includes an application form and approval process. Cost borne to the registered client is approximately \$67.80 + HST for females, \$50.85 + HST for males. www.evah.ca

Animal Care Centre – Lobo

We presently have a contract with them for animal control for dogs which is based on a pay per use fee. Majority of dogs that are collected from Lucan Biddulph are picked up by the owner and fees paid by them at that time. They do however receive many calls from residents for cats in our area. They do provide cat services and fees are as follows:

- Traps are rented out to catch and contain cats. \$100 deposit fee (refunded on return of trap and no rental fee is applicable)
- \$100 impound fee
- \$30 room & board fee (covers 3-day claim period)
- Spay/Neuter Fees \$150 female, \$75-\$100 male
- Cats are placed for adoption afterwards, 95% adoption rate and they partner with PetSmart
- Feral cats, no adoption fee, give away to farms who will take them (after having been spayed & neutered)

Biddulph Veterinary Services

Fees for spay/neuter for cats are \$202 + HST for female, \$135 + HST for male

Lucan Animal Hospital

Fees for spay/neuter for cats are based on weight, \$297 + HST approximately for females, \$195 + HST approximately for males

Dogs vs Cats

Most municipalities do have a "dog" by-law to regulate and license them due to the Dog Owners' Liability Act (DOLA). This statute is governed by the Ministry of Solicitor General. There is no statue nor Ministry that governs cats or feral cats. Without provincial governance, municipalities are hard pressed to enforce a by-law that would remove cats that stray from properties.

OPTIONS FOR COUNCIL CONSIDERATION:

- 1) stay status quo
- 2) direct staff to draft an animal control bylaw to include regulating cats, i.e. limits per household. and consider the following options:
 - a. license cats;
 - b. implement a spay/neuter cat voucher program to assist with limiting cat overpopulation;
 - work with local veterinary clinics and contribute fees towards spay/neuter clinics for Lucan Biddulph residents (keep in mind can we justify doing that for cats and not dogs)
 - d. consider including cats in our animal control contract services with Lobo Animal Care Centre. Keep in mind that majority of cats brought in are not picked up by owners, therefore fees would apply for impound, boarding and spay/neutering in order to place them for adoption.

IMPACT TO BUDGET:

To be determined. Staff can advise that dog licensing fees collected in 2018 were \$13,995.00 and 2017 was \$17,010.00

RECOMENDATION:

That council give direction to staff on how they wish to proceed.

7ina Merner

Tina Merner Deputy Clerk

Memo

To: Mayor and Council

From: Jeff Little, Public Works Manager

Subject: Clandeboye Sidewalk

Date: October 15th, 2019

BACKGROUND:

Included in the 2019 budget was the replacement of sidewalk along Denfield Road in Clandeboye. Currently the sidewalk starts at Clandeboye Drive and runs north for approximately 230m towards Richmond Street. The sidewalk is in disrepair and is in need of replacement.

DISCUSSION:

A total of three quotes were requested, one price was received back for the Clandeboye sidewalk project.

Quotation results are below for Council's review.

CLANDEBOYE SIDEWALK QUOTATION RESULTS:

COMPANY NAME	TOTAL PRICE excluding HST
Albeck Construction Inc	\$25,530.00
JNF Concrete Ltd.	No Bid Submitted
Piccoli Construction Ltd.	No Bid Submitted

The amount carried in the 2019 budget for the Clandeboye Sidewalk replacement is \$25,000.00.

RECOMMENDATION:

It is recommended that:

Council authorizes the staff to accept the quoted price for the Clandeboye Sidewalk Replacement project as received by Albeck Construction Inc in the amount of \$25,530.00 + HST.

Jeff Little, Manager of Public Works

Memo

To: Mayor and Council

From: Public Works Manager, Jeff Little

Subject: Denfield Water Corridor Service Agreement

Date: October 9, 2019

BACKGROUND:

The Township of Lucan Biddulph and the Municipality of North Middlesex work together to supply water along the common boundary of Denfield Road and Richmond Street. To update and provide definition to the partnership the two municipalities worked with a county solicitor in developing a new agreement.

DISCUSSION:

The Denfield Water Corridor Agreement defines responsibilities and liabilities for each party. The agreement provides boundary limits and a mapping of municipal infrastructure. North Middlesex has included a proposed water main that may be added along Denfield Road. Council received an information report on this proposed water main on March 19, 2019. The agreement is for a ten year term with the ability to renew built in.

FINANCIAL IMPACT:

The Denfield Water Corridor Agreement provides stability by defining billing rates and maintenance cost responsibilities. North Middlesex is 100% responsible for the proposed water main.

RECOMMENDATION:

That council accept the Denfield Water Corridor Agreement report as presented by the Public Works Manager and pass the implementing bylaw authorizing execution of same.

Jeff Little, Manager of Public Works

ATTACHMENTS: Denfield Water Corridor Agreement

DENFIELD CORRIDOR WATER SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT effective this	day of	, 2019.
BETWEN:		
THE CORPORATION OF THE MUNICIF (hereinafter called "No		H MIDDLESEX
·	,	OF THE FIRST PART
- and -		

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(hereinafter called "Lucan-Biddulph")

OF THE SECOND 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. The Parties have settled the terms under which water shall be provided to the Denfield Corridor, as defined herein, which is an area that crosses the geographical boundary of North Middlesex and Lucan-Biddulph; and
- C. The Parties acknowledge that the pounds per square-inch minimum pressure to receive treated and potable municipal water in the Denfield Corridor, as set out in paragraph 5 of this Agreement, has been determined to an appropriate minimum pressure by licenced engineer in the Province of Ontario.

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) "Annual Lake Huron & Elgin Primary Supply System Distribution Adjustment" means an annual adjustment to the amount of the payment by North Middlesex to Lucan-Biddulph for the provision of treated municipal potable water compared to the previous year, in an amount equivalent to the increase, if any, to the rate as determined by Lake Huron & Elgin Primary Supply System Distribution Adjustment, plus an additional charge above the fixed water cost of \$0.081 cents, which shall occur annually every February 1st from 2020 through the duration of the Term. If during the course of this Agreement, February 1st in any given year does not fall on a Business Day, the Annual Adjustment for that particular year will occur on the next Business Day. There will be no adjustment in the event of a decrease in the said rate of inflation.
- (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) "Boundary Billing Meter" means the meter located at the municipal geographical border between North Middlesex and Lucan-Biddulph (as shown on the map attached as Schedule "A", which forms a part of this Agreement), which determines the amount of treated and potable municipal water provided from Lucan-Biddulph to North Middlesex and at what pressure;
- (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) "Denfield Corridor or Service Area" means both the east and west sides of Elginfield Road in the south to Highway #4 in the north, along Highway #4 from Clandeboye in the south, both east and west sides of the road, to McGillivray in the north, as identified on Schedule "A", which forms a part of this Agreement. Specifically, the Service Area shall mean North Middlesex transports treated potable water from Lucan-Biddulph to buildings and structures located west of the Boundary Billing Meter within the Denfield Corridor which is located within the geographic boundary of North Middlesex, and it shall mean that North Middlesex transports treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, as described by Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive. The municipal addresses as contained in the Service Area are located within the boundaries in Schedule "A".
- (f) "Infrastructure Maintenance" means all of the necessary maintenance of water infrastructure which supplies potable water to buildings and structures.
- (g) "Lucan-Biddulph Water Distribution System" means the water main and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s) located east of the Boundary Billing Meter between the William Street Booster Station Lucan-Biddulph water distribution pumping station and the Boundary Billing Meter, and it means

the water main and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s) located west of the Boundary Billing Meter, as shown on *Schedule "B"* as being specifically from Maple Lodge Drive west to Municipal address 4887 located within the geographic boundary of North Middlesex.

- (h) "North Middlesex Water Distribution System" means the water main (as shown on the maps in Schedule "C") and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s), located west of the Boundary Billing Meter between the Boundary Billing Meter and the western boundary of the Denfield Corridor, which transports treated and potable municipal water from Lucan-Biddulph to buildings and structures within the Denfield Corridor which are located within the geographic boundary of North Middlesex, and it means transporting treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, as set out in the Service Area, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626. Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- (i) "Notice" means any form of communication that adheres to the criteria set out in the Notice provision of this Agreement; and
- (j) "Parties" means North Middlesex and Lucan-Biddulph collectively, and "Party" means one of them.

Term and Renewal

- 3. Subject to the termination and amendment provisions of this Agreement (paragraphs 27-28, 36-38), the term of this Agreement shall be ten (10) years commencing on October 1, 2019 and expiring on October 1, 2029 (hereafter, the "**Term**").
- 4. This Agreement shall automatically renew beyond the initial Term as set out in paragraph 3 for two (2) independent renewal periods of ten (10) years (hereinafter, "Extension Period"), unless either Party delivers, at least one hundred and eighty (180) days before either automatic renewal of an Extension Period, written notice to other Party of its intention not to renew the Term.
- 5. In the event that this Agreement is automatically renewed for two (2) successive ten (10) year terms, this Agreement shall terminate immediately on October 1, 2049.

Agreement to Provide Treated and Potable Municipal Water

6. Lucan-Biddulph at all times during the Term of this Agreement, and any extensions thereto, shall provide uninterrupted treated and potable municipal water, adequate and sufficient to service the entire Denfield Corridor 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, through the Lucan-Biddulph Distribution System at a minimum pressure of 76psi to the Boundary Milling Meter, as defined herein.
- 7. For the Term of this Agreement, and any extensions thereto, once treated and potable municipal water to the standards set out in paragraph 6 above is provided by Lucan-Biddulph to the Boundary Billing Meter, North Middlesex shall be responsible for transporting and providing the treated and potable municipal water in a manner that meets all of the requirements of the Clean Water Act, 2006 S.O. 2006, c. 22, as amended or replaced, Safe Drinking Water Act, 2002, S.O. 2002 c. 32, and all other applicable laws to all buildings and structures within the Service Area located within the geographic boundary of North Middlesex, through the North Middlesex Water Distribution System, and transporting treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being specifically described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.

Infrastructure Cost and Maintenance

- 8. For the Term of this Agreement, including any extensions thereto, North Middlesex shall at 100% its sole expense, be responsible for maintaining and improving, where necessary, the North Middlesex Water Distribution System.
- 9. For the Term of this Agreement, including any extensions thereto, Lucan-Biddulph shall at 100% its sole expense, be responsible for maintaining the Lucan-Biddulph Water Distribution System.
- 10. Upon the endorsement of this Agreement, North Middlesex shall at 100% its sole expense, be responsible for paying for all necessary infrastructure improvements required to the North Middlesex Distribution System to allow the transport and provision by North Middlesex, of the treated and potable municipal water provided by Lucan-Biddulph to the standard set out in paragraph 6 to the Boundary Billing Meter, to the portion of the Denfield Corridor located within the geography of North Middlesex.
- 11. For the Term of this Agreement, including any extensions thereto, North Middlesex, at its sole expense, shall be 100% responsible for the cost of maintaining and improving the water distribution infrastructure located in North Middlesex, and areas east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- 12. For the Term of this Agreement, including any extensions thereto, North Middlesex, at its sole expense, shall be 100% responsible for the cost of replacing any asphalt and concrete related to water distribution infrastructure repairs or maintenance located on Lucan-Biddulph owned lands in Clandeboye.

Water Meters

- 13. Lucan-Biddulph shall be responsible for maintaining the Boundary Billing Meter in proper working order and at 100% its own cost and the Parties agree to allow North Middlesex to review the accuracy of the Boundary Billing Meter from time to time, as may be reasonably required.
- 14. The metering installations and bill payments for the entire Denfield Corridor shall be measured by North Middlesex.

Annual Payment for Water Provision

- 15. For the Term of this Agreement, including any extensions thereto, North Middlesex shall be responsible for paying Lucan-Biddulph for its treated and potable municipal water to the Boundary Billing Meter at a rate as determined by Lake Huron & Elgin Primary Supply System Distribution Adjustment, plus an additional charge above the fixed water cost of \$0.081 cents (hereinafter, the "Annual Payment").
- 16. For the period from June 1, 2019 through December 31, 2019, North Middlesex will pay the treated and potable water provision invoices of Lucan Biddulph with respect to the Annual Payment in two installments in August and November, 2019. Commencing in January 2020 and each year from the 2020 calendar year through the remainder of the Term, including any renewals thereof, payment shall be calculated and payable in quarterly instalments without demand on the fifteenth (15th) day of February, May, August and November of each year. In the event any payable date for a quarterly instalment during the course of the Term, including any renewals thereof, does not fall on a Business Day, such particular quarterly payment shall be deemed to be due on the next Business Day.
- 17. The billing rate to residents payable by homes/businesses/customers in the Denfield Corridor or Service Area shall be subject to the fees and levies imposed by the water billing portion of North Middlesex's Fees By-law, as amended or replaced.
- 18. Payment for water by homes/businesses/customers in the Denfield Corridor will at all times will be made payable to the Municipality of North Middlesex.
- 19. The Parties agree that in the event a Lucan-Biddulph resident refuses to pay a water bill to North Middlesex directly, Lucan-Biddulph shall provide an invoice to the resident in the amount owed pursuant to North Middlesex's Fees By-law and pay the outstanding amount to North Middlesex, and the Lucan-Biddulph resident that refuses to pay a water bill to North Middlesex directly shall be subject to Lucan-Biddulph's Water Arrears and Collection policy, as amended or replaced.

Third Party Water Delivery

20. The Parties acknowledge that each Party retains a third party water distributor(s) to distribute water on behalf of each respective local municipality and that as of the date of endorsement of this Agreement, each Party has made its respective third party water distributor(s) aware of its requirements in this Agreement.

- 21. Each of the Parties warrant that each of their respective contracts with each of their respective third party water distributors, as of the date of endorsement of this Agreement, requires such retained third party to adhere to the requirements of paragraph 6-7 of this Agreement when delivering water on their behalf.
- 22. Each of the Parties warrant that each municipality shall ensure that any contract in which either of them endorses with any third party water distributors during the Term of this Agreement, including any extensions thereto, shall require such retained third party to adhere to the requirements of paragraph 6-7 of this Agreement when delivering water on their behalf.

Indemnification

- 23. Lucan-Biddulph hereby releases, indemnifies, completely holds harmless, and agrees to defend North Middlesex, 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 which North Middlesex and its successors and assigns may at any time or times hereafter bear, sustain, suffer, as a result of its provision of transporting and providing the treated and potable municipal water to the Boundary Billing Meter, and transporting the treated potable municipal water east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- 24. North Middlesex hereby 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 which Lucan-Biddulph and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence in transporting and providing the treated and potable municipal water to buildings and structures west of the Boundary Billing Meter.

Insurance

- 25. To insure its covenants in this Agreement, Lucan-Biddulph shall at its own expense obtain and maintain during the Term of this Agreement, Municipal Liability Insurance on an occurrence basis insuring against damage or injury to persons or property with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, underwritten by an insurer licensed to conduct business in the Province of Ontario, and to the satisfactory to North Middlesex.
- 26. To insure its covenants in this Agreement, North Middlesex shall at its expense obtain and maintain during the Term of this Agreement, Municipal Liability Insurance on an occurrence basis insuring against damage or injury to persons or property with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, underwritten by an insurer licensed to conduct business in the Province of Ontario, and to the satisfactory to Lucan-Biddulph.

Termination

- 27. As set out in paragraph 3 of this Agreement, the Term of this Agreement shall be for a period of ten (10) years commencing on October 1, 2019, expiring on October 1, 2029, and shall automatically renew for two (2) independent renewal periods of ten (10) years, unless either Party delivers, at least one hundred and eighty (180) days before the automatic renewal of an Extension Period, written notice to the other Party of its intention not to renew the Term, as set out in paragraph 4 of this Agreement.
- 28. Notwithstanding the Term and termination provisions in this Agreement, the Parties reserve the right to terminate or amend this Agreement by mutual consent in writing, at any time.

Notices

- 29. 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.
- 30. 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.

Severability

31. 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

32. 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. 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.
- 33. 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, 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 Service Area. The intention of this provision is that North Middlesex and Lucan-Biddulph and their respective successors and assigns shall take all reasonable steps to ensure that the treated and potable municipal water, as contemplated in this Agreement for the Service Area, shall survive and remain available for the Service Area after any municipal restructuring, amalgamation, annexation or any other provincial order that alters the governance for the lands constituting the Service Area.

Compliance with Laws

34. The Parties agree that they shall each perform their responsibilities hereunder in compliance with all applicable laws.

Further Assurances

35. 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

- 36. The Parties reserve the right to amend this Agreement by mutual consent in writing, at any time.
- 37. 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.
- 38. 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

39. Upon written request to resolve any disputes arising from this Agreement which 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

40. This Agreement constitutes the entire agreement between the Parties pertaining to the provision of treated and potable municipal water to the Denfield Corridor 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

41. 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

42. 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

- 43. 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

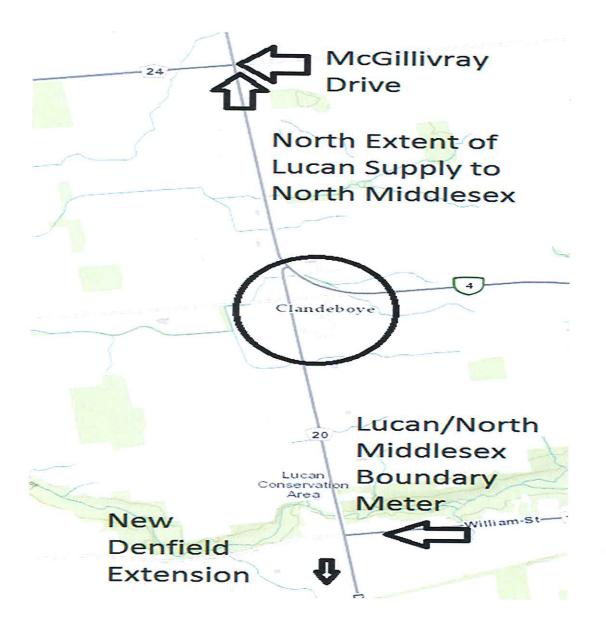
44. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

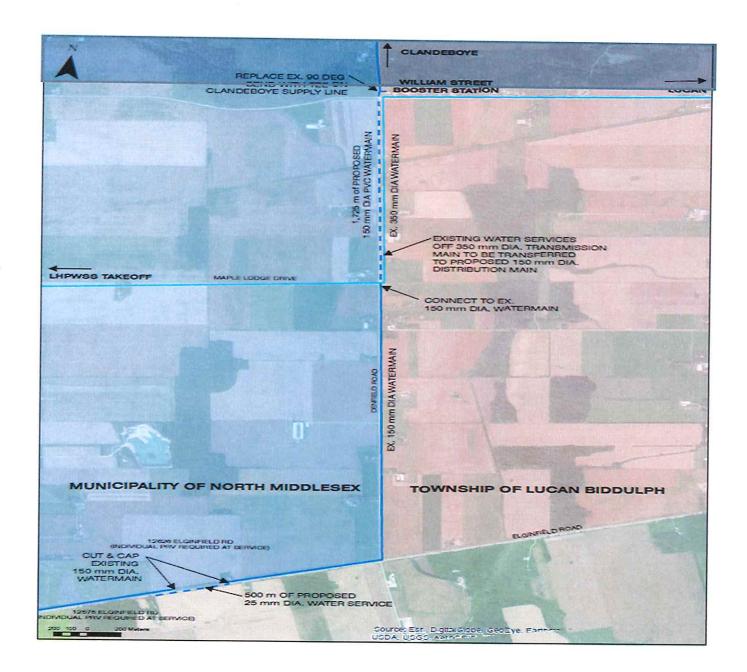
[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

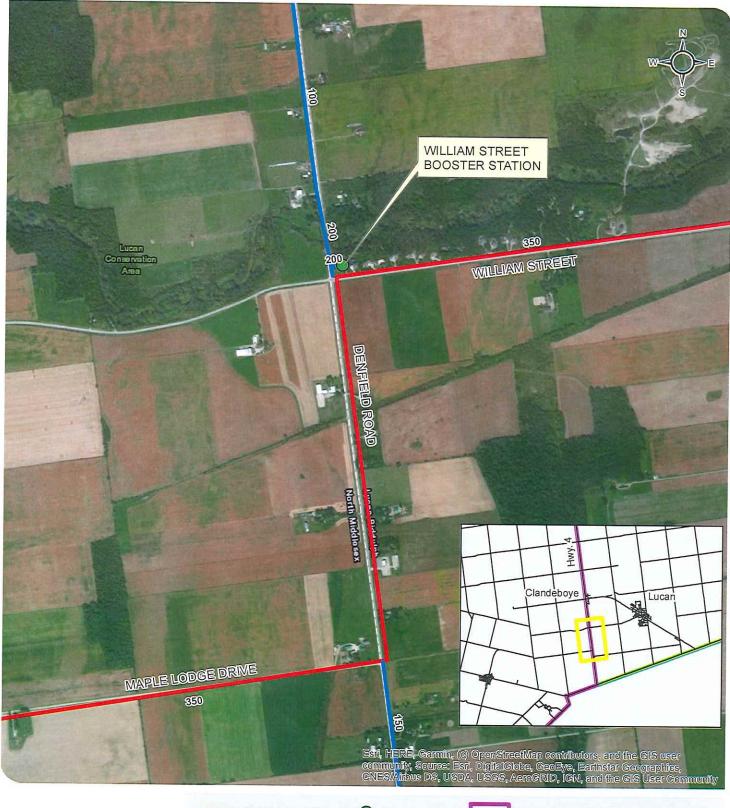
	THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX		
	Date:, 2019		
Address for Service: Municipal Offices 229 Parkhill Main Street Parkhill, ON NOM 2K0	Per: Brian Ropp, Mayor		
	Per: Jackie Tiedeman, Clerk		
	We have authority to bind the Corporation		
	THE CORPORATION OF THE TOWNSHIP (LUCAN-BIDDULPH	OF	
	Date:, 2019		
Address for Service: Municipal Offices 270 Main Street Lucan, ON N0M 2J0	Per: Cathy Burghardt-Jesson, Mayor		
	Per: Ron Reymer, Clerk		
	We have authority to hind the Corporation		

SCHEDULE "A"





SCHEDULE "B"





DENFIELD FIGURE 3



North Middlesex Watermain Lucan Biddulph Watermain

DILLON





North Middlesex Boundary -

MAP DRAWING INFORMATION: DATA PROVIDED BY NM & LB

MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

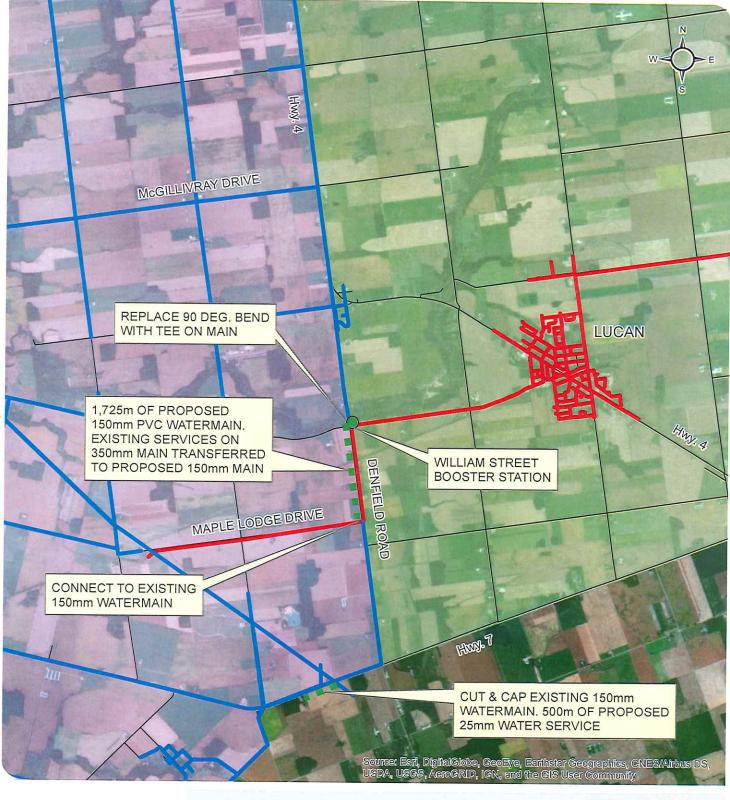
FILE LOCATION: \\GILLON.CA\DILLON_DFS.LONDON\\
LONDON CAD\GIS\031558 PARKHILL\\
DENFIELD WATERMAIN EXTENSION.MXD

SCALE 1:15,000 400 Meters

PROJECT: 03-1588

STATUS: DRAFT DATE: 06/20/19

SCHEDULE "C"





NORTH MIDDLESEX & LUCAN BIDDULPH BOARDER FIGURE 5





in North Middlesex Boundary
Lucan Biddulph Boundary



MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

MAP DRAWING INFORMATION: DATA PROVIDED BY NM & LB

FILE LOCATION: \\DILLON.CA\DILLON_DFS\LONDON\ LONDON CADGIS\031538 PARKHILL\ DENFIELD WATERMAIN EXTENSION\MXD SCALE 1:60,000 0 250 500 1,000 Meters

PROJECT: 03-1588 STATUS: DRAFT DATE: 06/20/19





ADARE FIGURE 4



North Middlesex Watermain Lucan Biddulph Watermain

DILLON



North Middlesex Boundary -

Lucan Biddulph Boundary

MAP DRAWING INFORMATION DATA PROVIDED BY NM & LB

FILE LOCATION, \\DILLON, CA\DILLON, DFS\,LONDON, LONDON CAD\GIS\Gaiss PARKHILLI DENFIELD WATERMAIN EXTENSION,MXD

SCALE 1:8,000

200 Meters

STATUS: DRAFT DATE: 07/16/19





CLANDEBOYE



North Middlesex Watermain
Lucan Biddulph Watermain

DILLON





MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

FILE LOCATION: \\DILLON,CA\DILLON DFS\LONDON
LONDON CADIGIS 031538 PARKHILL
DEMERLO WATERMAIN EXTENSION MAYO

SCALE 1:8,000

0 50 100 200 Meters

PROJECT: 03-1586 STATUS: DRAFT DATE: 07/02/19





MOORESVILLE



North Middlesex Watermain Lucan Biddulph Watermain





MAP DRAWING INFORMATION. DATA PROVIDED BY NM & LB

MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

FILE LOCATION: \\DILLON,CA\DILLON_DFS.LONDON, LONDON CADIGISIO11535 PARKHILLI, DENFIELD WATERMAIN EXTENSION,MXD

SCALE 1:8,000

PROJECT: 03-1588

STATUS: DRAFT DATE: 06/20/19

RESOLUTION NO. _____

MOVED BY: _____

SECONDED BY: _____

RESOLVED:

That the regular council meeting minutes of October 1, 2019, be approved as circulated/amended.

RESOLUTION CARRIED

	DATE: <u>October 15, 2019</u>
	RESOLUTION NO
MOVED BY:	
SECONDED BY:	15-15-16
RESOLVED That the Council of accounts, as listed identified bel	the Township of Lucan Biddulph approve the low, as paid:
September 2019	\$1,627,549.59
	RESOLUTION CARRIED
	MAYOR

	DATE: October 15, 2019
	RESOLUTION NO
MOVED BY:	
SECONDED BY:	_
RESOLVED:	
WHEREAS the Council of the Township of Lucan Bidd by the Township of Warwick in regards to Enforcement attached hereto as Schedule "A".	
	RESOLUTION CARRIED
	MAYOR



TOWNSHIP OF WARWICK

"A Community in Action"
6332 Nauvoo Road, R.R. #8, Watford, ON NOM 2S0

Township Office: (519) 849-3926 / 1-877-849-3926

Watford Arena: (519) 876-2808

Website: www.warwicktownship.ca

Works Department: (519) 849-3923

Fax: (519) 849-6136

E-mail: info@warwicktownship.ca

June 26, 2019

The Honourable Doug Downey, Attorney General of Ontario Ministry of the Attorney General 720 Bay Street 11th Floor Toronto, ON M7A 2S9

Dear Honourable Sir:

Re: Resolution Regarding Enforcement for Safety on Family Farms

Please be advised that Warwick Township Council adopted the following resolution at their regular meeting on June 17, 2019:

WHEREAS agriculture is the second largest industry in Ontario, contributing \$13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world;

AND WHEREAS in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals;

AND WHEREAS the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media;

AND WHEREAS maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations;

AND WHEREAS the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Corporation of the Township of Warwick requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation - to ensure the safety of Ontario's farm families, employees and animals;

AND BE IT FURTHER RESOLVED THAT this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all Municipalities in the Province of Ontario, AMO, and ROMA.

- Carried.

Yours truly,

Amanda Gubbels Administrator/Clerk Township of Warwick

cc: The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

	DATE. <u>October 15, 2019</u>
	RESOLUTION NO
MOVED BY:	<u>.</u>
SECONDED BY:	
RESOLVED That the Council of the Township recommendation to have Dave Frayne's contir Maitland Valley Drinking Water Source Protect representative for the new combined South Water	nued seat on the Ausable Bayfield tion Committee as the
	RESOLUTION CARRIED
	MAYOR

	DATE: <u>October 15, 2019</u>
R	ESOLUTION NO
MOVED BY:	-
SECONDED BY:	107
RESOLVED that the Council of the Township of Lucar staff to accept the quoted price for the Clandeboye Signoject as received by Albeck Construction Inc in the a HST.	dewalk Replacement
	RESOLUTION CARRIED
	MAYOR

	DATE: <u>October 15, 2019</u>
	RESOLUTION NO
MOVED BY:	
SECONDED BY:	
RESOLVED:	
That the Council meeting be adjourned at _	p.m.
	RESOLUTION CARRIED
	MAYOR

	DATE: <u>October 15, 2019</u>
	RESOLUTION NO
MOVED BY:	
SECONDED BY:	_
RESOLVED: That if no one cares to speak to these By-laws o Reading, that they be considered to have been r read a Second time and Passed, read a Third tin numbered:	ead a First time and Passed,
 53-2019 Execution of Agreement (Fire Insp. 54-2019 Execution of Agreement (Denfield) 55-2019 Confirming Bylaw 	• • • • • • • • • • • • • • • • • • •
	RESOLUTION CARRIED
	MAYOR

Township of Lucan Biddulph

BY-LAW NO. 53-2019

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN STEPHEN GUAY AND THE TOWNSHIP OF LUCAN BIDDULPH

WHEREAS the Township wishes to enter into an employment agreement with Mr. Stephen Guay for the purposes of Fire Prevention Officer and Fire Inspector services for the term September 16, 2019 – December 31, 2022.

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 Mr. Stephen Guay.
- 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 ANI	D THIRD TIME THIS 15	th DAY OF OCTOBER, 2	2019.
MAYOR		CLERK	

THIS AGREEMENT made as of the 16 day of September, 2019.

Between:

The Corporation of the Township of Lucan Biddulph (hereinafter referred to as the "Employer")

OF THE FIRST PART

-and-

Mr. Stephen Guay (hereinafter referred to as the "Employee")

OF THE SECOND PART

Whereas the Employee and the Employer wish to enter into an employment agreement governing the terms and conditions of employment;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, and for other good and valuable considerations (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), it is agreed by and between the parties hereto as follows:

1. EMPLOYMENT

The Employer shall employ the Employee during the term of this Agreement in the position of "Fire Prevention Officer/Fire Inspector", on the terms and conditions and for the remuneration set out herein. The duties and responsibilities for the Fire Prevention Officer/Fire Inspector are set out in the Job Description set out herein and shall form part of this agreement. As Fire Prevention Officer/Fire Inspector, the Employee shall perform or fulfill such other duties and responsibilities as the Employer may reasonably designate from time to time, subject to formal notification of same being provided to the Employee.

The Employee shall report to the Fire Chief of the respective Fire Area Board. Except as provided otherwise herein, the Employee shall be governed by the policies and procedures as set out in the Employer's Policies and Procedures. The Employee acknowledges that he has been provided with copies of the said policies and procedures of the Employer.

2. PERFORMANCE OF DUTIES

During the term of this agreement, the Employee shall serve the Employer faithfully, honestly, diligently and to the best of the Employee's ability. The Employee shall (except in the case of illness or accident) devote all of the Employee's time and attention

during the hours of work, as set out in paragraph 6 herein, to the Employee's employment hereunder and shall use the Employee's best efforts to promote the interests of the Employer.

3. TERM

Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective September 16, 2019 and continue in effect until December 31, 2022 at which time employment will cease, unless otherwise agreed between the Employer and the Employee.

4. COMPENSATION

4.1 Basic Remuneration

The Employer shall pay compensation to the Employee at a rate of \$44 per hour effective September 16, 2019, with 2% annual increase, with the first increase effective January 1, 2020, and January 1 for each subsequent year of the contract. The Employee shall be required to complete a time sheet and will be paid monthly.

4.2 Expenses

The Employer shall pay or reimburse the Employee for mileage expenses and other work-related expenses reasonably incurred or paid by the Employee in connection with the Employee's duties and responsibilities upon presentation of such information and documentation, if applicable, as the Employer may require. As of the date of this agreement, the mileage allowance for employees of the Employer is \$0.51 per kilometre.

4.3 Benefits

The Employer shall also provide up to \$500 per calendar year for office and other expenses incurred by the Employee since permanent office space will not be provided.

5. VACATION

The Employee shall be entitled to take four (4) weeks of unpaid leave in each full year of the term of this agreement.

6. HOURS OF WORK

The Employee, acting reasonably and responsibly, may determine the days and hours that he will work. It is estimated that there will be between 100 - 150 hours of work in each fifty-two-week period. Payments will be based on the actual number of hours worked. It is noted that there is no guaranteed minimum hours of work.

The Employee shall schedule his hours such that, without the prior express written consent of the Employer, he shall not qualify to be paid at the overtime rate under the Employment Standards Act of Ontario.

7. INTELLECTUAL PROPERTY RIGHTS

The Employee hereby transfers and assigns all of its right, title and interest in any trademarks, trade names, copyrights, patents, patents pending, industrial designs or any other intellectual property developed, invented, authored or otherwise created by the Employee during the term of this agreement and in connection with the rendering of the Employee's services under this agreement. Such intellectual property rights shall remain the exclusive property of the Employer unless otherwise agreed by the parties.

8. CONFIDENTIALITY

- 8.1 For the purposes of this paragraph, "Confidential Information" means all information and facts relating to the affairs of the Employer, all lower tier municipalities in the Municipality of Southwest Middlesex, any business records, accounting records, financial information or financial records, information relating to the employees of the Employer, both non-management and union, and all other information which becomes known to the Employee as a result of the Employee's employment under this Agreement which the Employee, acting reasonably, believes or ought to believe is of a confidential or proprietary nature.
- 8.2 The Employee shall not disclose the Confidential Information at any time during or subsequent to the term of this agreement without first obtaining the Employer's consent and the Employee shall take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information.
- 8.3 The Employee shall not use, copy, transfer or destroy Confidential Information at any time during or subsequent to the term of this agreement without first obtaining the Employer's consent and the Employee shall take all reasonable precautions to prevent inadvertent use, copying, transfer, delivery or destruction of Confidential Information.
- Within five (5) days after the termination or expiration of this agreement, or within five (5) days of receipt by the Employee of the Employer's written request, the Employee shall promptly deliver to the Employer all property belonging to or administered by the Employer including without limitation all Confidential Information of the Employer.
- 8.5 The Employee acknowledges and agrees that the obligations under this Section 8 are to remain in effect for the term of this agreement and indefinitely thereafter.

9. LIABILITY

The Employee shall at all times comply with all federal, provincial and municipal laws, statutes and regulations.

While conducting the legitimate business of Lucan Biddulph the Employee will be covered by the liability policies of the Township of Lucan Biddulph.

10. EARLY TERMINATION WITH CAUSE

- 10.1 For the purposes of this agreement, "Just Cause" shall include but not be limited to:
 - (a) the Employee's failure or refusal to adequately perform the duties and responsibilities assigned to him by the Employer under this agreement:
 - (b) the willful failure of the Employee to properly carry out the Employee's duties and responsibilities under this agreement;
 - (c) the willful failure of the Employee to adhere to the policies and procedures of the Employer;
 - (d) theft, fraud, dishonesty, misconduct by the Employee involving the property, business or affairs of the Employer;
 - (e) the Employee's dishonesty, misappropriation, willful misconduct, theft, fraud or gross negligence in the carrying out of the Employee's duties or involving the property, business or affairs of the Employer;
 - (f) the Employee's breach of a fiduciary duty owed to the Employer;
 - (g) failure to meet the requirements of the Ontario Fire Marshall's Office as a Fire Prevention Officer/Fire Inspector.
 - (h) the Employee's refusal to follow the lawful written direction of the Employer's Council, Chief Administrative Officer or a more senior officer; or
 - (i) any other conduct constituting just cause for dismissal of an employee under the general law.
- 10.2 The Employer may terminate the employment of the Employee under this agreement at any time for Just Cause. In the event of termination for Just Cause, this agreement shall terminate on the date of termination and no further wages, remuneration or other payments shall be paid to the Employee.

11. EARLY TERMINATION WITHOUT CAUSE

The Employer may, prior to the end of the term, terminate this agreement without cause by providing the Employee with notice of termination and, in such event, the Employer shall provide full, final and complete compensation by delivering a payment to the Employee equal to the lesser of four weeks per year of service with the Employer up to twenty-six (26) weeks normal pay or an amount reflecting the remaining time in the contract.

The payments set out herein shall constitute full compensation for the Employee in the event this agreement is terminated without cause and does not constitute a penalty. Further, the obligation of the Employer to remit the payments set out in this paragraph

shall be conditional on the Employee delivering to the Employer an executed Release. All payments to the Employee in this Section 11 shall be subject to the usual statutory deductions.

12. TERMINATION BY EMPLOYEE

The Employee may terminate this agreement by delivering notice to the Employer at least ninety (90) days prior to the effective date of termination. In such event, no monetary compensation by either the Employer or the Employee shall be paid and the parties shall exchange mutual Releases.

13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Employer, at its expense, agrees to supply secretarial support, stationery, up to four days training annually, attendance at the OMFPOA annual conference, an appropriate clothing allowance (not to exceed \$1,000.00), and any required memberships for the term of this agreement. Training, conference and membership expenses will be shared proportionately between all municipal employers of the Employee i.e. three municipal employers, expense split three (3) ways.

The Employee agrees to provide his own vehicle of non-statutory benefits), and attend the Fire Marshall's Certification Program.

14. NON-WAIVER

Unless the Employer agrees to the contrary in writing, any failure of the Employer to take action for unsatisfactory performance by the Employee and any failure of the Employer to take action for any other breach of this Agreement whatsoever shall not constitute a waiver of such breach and shall not be prejudicial to any right of the Employer to subsequently raise the issue or take any action in relation to that breach or any subsequent breach. The Employee expressly waives any defence of laches, waiver, estoppel or condonation.

15. SEVERABILITY

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

16. NOTICE

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

a. to the Employee:

Mr. Stephen Guay 130 Ebury Crescent London, ON N6C 3E2

b. to the Employer:

The Corporation of the Township of Lucan Biddulph

270 Main Street Lucan ON N0M 2J0

Attention: Chief Administrative Officer-Clerk

and if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this agreement.

17. INTERPRETATION OF AGREEMENT

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province of Ontario. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the _______ day of ________, 2019.

Cathy Burghardt-Jesson MAYOR, Township of Lucan Biddulph

Ron Reymer CAO/CLERK, Township of Lucan Biddulph

Stephen Guay

Township of Lucan Biddulph

BY-LAW NO. 54-2019

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX AND THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

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 the parties have settled the terms under which water shall be provided to the Denfield Corridor, as defined herein, which is an area that crosses the geographical boundary of North Middlesex and Lucan-Biddulph;

AND WHEREAS the parties acknowledge that the pounds per square-inch minimum pressure to receive treated and potable municipal water in the Denfield Corridor, as set out in paragraph 5 of this Agreement, has been determined to an appropriate minimum pressure by licenced engineer in the province of Ontario;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Lucan Biddulph hereby enacts as follows:

- That the Corporation of the Township of Lucan Biddulph is hereby authorized to enter into and execute an agreement with the corporation of the Municipality of North Middlesex.
- 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 THI	IRD TIME THIS 15th DAY OF OCTOBER,	2019.
MAYOR	CLERK	

DENFIELD CORRIDOR WATER SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT effective this day of	, 2019.
BETWEN:	
THE CORPORATION OF THE MUNICIPALITY OF NORTH (hereinafter called "North Middlesex")	MIDDLESEX OF THE FIRST PART
- and -	OF THE FIRST PART

THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH

(hereinafter called "Lucan-Biddulph")

OF THE SECOND 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. The Parties have settled the terms under which water shall be provided to the Denfield Corridor, as defined herein, which is an area that crosses the geographical boundary of North Middlesex and Lucan-Biddulph; and
- C. The Parties acknowledge that the pounds per square-inch minimum pressure to receive treated and potable municipal water in the Denfield Corridor, as set out in paragraph 5 of this Agreement, has been determined to an appropriate minimum pressure by licenced engineer in the Province of Ontario.

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) "Annual Lake Huron & Elgin Primary Supply System Distribution Adjustment" means an annual adjustment to the amount of the payment by North Middlesex to Lucan-Biddulph for the provision of treated municipal potable water compared to the previous year, in an amount equivalent to the increase, if any, to the rate as determined by Lake Huron & Elgin Primary Supply System Distribution Adjustment, plus an additional charge above the fixed water cost of \$0.081 cents, which shall occur annually every February 1st from 2020 through the duration of the Term. If during the course of this Agreement, February 1st in any given year does not fall on a Business Day, the Annual Adjustment for that particular year will occur on the next Business Day. There will be no adjustment in the event of a decrease in the said rate of inflation.
- (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) "Boundary Billing Meter" means the meter located at the municipal geographical border between North Middlesex and Lucan-Biddulph (as shown on the map attached as Schedule "A", which forms a part of this Agreement), which determines the amount of treated and potable municipal water provided from Lucan-Biddulph to North Middlesex and at what pressure;
- (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) "Denfield Corridor or Service Area" means both the east and west sides of Elginfield Road in the south to Highway #4 in the north, along Highway #4 from Clandeboye in the south, both east and west sides of the road, to McGillivray in the north, as identified on Schedule "A", which forms a part of this Agreement. Specifically, the Service Area shall mean North Middlesex transports treated potable water from Lucan-Biddulph to buildings and structures located west of the Boundary Billing Meter within the Denfield Corridor which is located within the geographic boundary of North Middlesex, and it shall mean that North Middlesex transports treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, as described by Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive. The municipal addresses as contained in the Service Area are located within the boundaries in Schedule "A".
- (f) "Infrastructure Maintenance" means all of the necessary maintenance of water infrastructure which supplies potable water to buildings and structures.
- (g) "Lucan-Biddulph Water Distribution System" means the water main and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s) located east of the Boundary Billing Meter between the William Street Booster Station Lucan-Biddulph water distribution pumping station and the Boundary Billing Meter, and it means

the water main and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s) located west of the Boundary Billing Meter, as shown on *Schedule "B"* as being specifically from Maple Lodge Drive west to Municipal address 4887 located within the geographic boundary of North Middlesex.

- (h) "North Middlesex Water Distribution System" means the water main (as shown on the maps in Schedule "C") and associated metering equipment connections, services, fire hydrants and other appurtenances, including related lands and easement(s), located west of the Boundary Billing Meter between the Boundary Billing Meter and the western boundary of the Denfield Corridor, which transports treated and potable municipal water from Lucan-Biddulph to buildings and structures within the Denfield Corridor which are located within the geographic boundary of North Middlesex, and it means transporting treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, as set out in the Service Area, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626. Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- (i) "Notice" means any form of communication that adheres to the criteria set out in the Notice provision of this Agreement; and
- (j) "Parties" means North Middlesex and Lucan-Biddulph collectively, and "Party" means one of them.

Term and Renewal

- 3. Subject to the termination and amendment provisions of this Agreement (paragraphs 27-28, 36-38), the term of this Agreement shall be ten (10) years commencing on October 1, 2019 and expiring on October 1, 2029 (hereafter, the "**Term**").
- 4. This Agreement shall automatically renew beyond the initial Term as set out in paragraph 3 for two (2) independent renewal periods of ten (10) years (hereinafter, "Extension Period"), unless either Party delivers, at least one hundred and eighty (180) days before either automatic renewal of an Extension Period, written notice to other Party of its intention not to renew the Term.
- 5. In the event that this Agreement is automatically renewed for two (2) successive ten (10) year terms, this Agreement shall terminate immediately on October 1, 2049.

Agreement to Provide Treated and Potable Municipal Water

 Lucan-Biddulph at all times during the Term of this Agreement, and any extensions thereto, shall provide uninterrupted treated and potable municipal water, adequate and sufficient to service the entire Denfield Corridor 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, through the Lucan-Biddulph Distribution System at a minimum pressure of 76psi to the Boundary Milling Meter, as defined herein.
- 7. For the Term of this Agreement, and any extensions thereto, once treated and potable municipal water to the standards set out in paragraph 6 above is provided by Lucan-Biddulph to the Boundary Billing Meter, North Middlesex shall be responsible for transporting and providing the treated and potable municipal water in a manner that meets all of the requirements of the Clean Water Act, 2006 S.O. 2006, c. 22, as amended or replaced, Safe Drinking Water Act, 2002, S.O. 2002 c. 32, and all other applicable laws to all buildings and structures within the Service Area located within the geographic boundary of North Middlesex, through the North Middlesex Water Distribution System, and transporting treated potable municipal water from Lucan-Biddulph to buildings and structures east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being specifically described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.

Infrastructure Cost and Maintenance

- 8. For the Term of this Agreement, including any extensions thereto, North Middlesex shall at 100% its sole expense, be responsible for maintaining and improving, where necessary, the North Middlesex Water Distribution System.
- 9. For the Term of this Agreement, including any extensions thereto, Lucan-Biddulph shall at 100% its sole expense, be responsible for maintaining the Lucan-Biddulph Water Distribution System.
- 10. Upon the endorsement of this Agreement, North Middlesex shall at 100% its sole expense, be responsible for paying for all necessary infrastructure improvements required to the North Middlesex Distribution System to allow the transport and provision by North Middlesex, of the treated and potable municipal water provided by Lucan-Biddulph to the standard set out in paragraph 6 to the Boundary Billing Meter, to the portion of the Denfield Corridor located within the geography of North Middlesex.
- 11. For the Term of this Agreement, including any extensions thereto, North Middlesex, at its sole expense, shall be 100% responsible for the cost of maintaining and improving the water distribution infrastructure located in North Middlesex, and areas east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- 12. For the Term of this Agreement, including any extensions thereto, North Middlesex, at its sole expense, shall be 100% responsible for the cost of replacing any asphalt and concrete related to water distribution infrastructure repairs or maintenance located on Lucan-Biddulph owned lands in Clandeboye.

Water Meters

- 13. Lucan-Biddulph shall be responsible for maintaining the Boundary Billing Meter in proper working order and at 100% its own cost and the Parties agree to allow North Middlesex to review the accuracy of the Boundary Billing Meter from time to time, as may be reasonably required.
- 14. The metering installations and bill payments for the entire Denfield Corridor shall be measured by North Middlesex.

Annual Payment for Water Provision

- 15. For the Term of this Agreement, including any extensions thereto, North Middlesex shall be responsible for paying Lucan-Biddulph for its treated and potable municipal water to the Boundary Billing Meter at a rate as determined by Lake Huron & Elgin Primary Supply System Distribution Adjustment, plus an additional charge above the fixed water cost of \$0.081 cents (hereinafter, the "Annual Payment").
- 16. For the period from June 1, 2019 through December 31, 2019, North Middlesex will pay the treated and potable water provision invoices of Lucan Biddulph with respect to the Annual Payment in two installments in August and November, 2019. Commencing in January 2020 and each year from the 2020 calendar year through the remainder of the Term, including any renewals thereof, payment shall be calculated and payable in quarterly instalments without demand on the fifteenth (15th) day of February, May, August and November of each year. In the event any payable date for a quarterly instalment during the course of the Term, including any renewals thereof, does not fall on a Business Day, such particular quarterly payment shall be deemed to be due on the next Business Day.
- 17. The billing rate to residents payable by homes/businesses/customers in the Denfield Corridor or Service Area shall be subject to the fees and levies imposed by the water billing portion of North Middlesex's Fees By-law, as amended or replaced.
- 18. Payment for water by homes/businesses/customers in the Denfield Corridor will at all times will be made payable to the Municipality of North Middlesex.
- 19. The Parties agree that in the event a Lucan-Biddulph resident refuses to pay a water bill to North Middlesex directly, Lucan-Biddulph shall provide an invoice to the resident in the amount owed pursuant to North Middlesex's Fees By-law and pay the outstanding amount to North Middlesex, and the Lucan-Biddulph resident that refuses to pay a water bill to North Middlesex directly shall be subject to Lucan-Biddulph's Water Arrears and Collection policy, as amended or replaced.

Third Party Water Delivery

20. The Parties acknowledge that each Party retains a third party water distributor(s) to distribute water on behalf of each respective local municipality and that as of the date of endorsement of this Agreement, each Party has made its respective third party water distributor(s) aware of its requirements in this Agreement.

- 21. Each of the Parties warrant that each of their respective contracts with each of their respective third party water distributors, as of the date of endorsement of this Agreement, requires such retained third party to adhere to the requirements of paragraph 6-7 of this Agreement when delivering water on their behalf.
- 22. Each of the Parties warrant that each municipality shall ensure that any contract in which either of them endorses with any third party water distributors during the Term of this Agreement, including any extensions thereto, shall require such retained third party to adhere to the requirements of paragraph 6-7 of this Agreement when delivering water on their behalf.

Indemnification

- 23. Lucan-Biddulph hereby releases, indemnifies, completely holds harmless, and agrees to defend North Middlesex, 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 which North Middlesex and its successors and assigns may at any time or times hereafter bear, sustain, suffer, as a result of its provision of transporting and providing the treated and potable municipal water to the Boundary Billing Meter, and transporting the treated potable municipal water east of the Boundary Billing Meter within the geography of Lucan-Biddulph, being described as Adare Drive east to municipal address 5731, Porte Street to 3489 Richmond, Clandeboye east to the north side of municipal address 5626, Clandeboye east to the south side of municipal address 5629, the entire road of Chriselle Place, and the entire road of Lewis Court, and municipal addresses 5623, 5615 and 5611 in Mooresville Drive.
- 24. North Middlesex hereby 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 which Lucan-Biddulph and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence in transporting and providing the treated and potable municipal water to buildings and structures west of the Boundary Billing Meter.

Insurance

- 25. To insure its covenants in this Agreement, Lucan-Biddulph shall at its own expense obtain and maintain during the Term of this Agreement, Municipal Liability Insurance on an occurrence basis insuring against damage or injury to persons or property with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, underwritten by an insurer licensed to conduct business in the Province of Ontario, and to the satisfactory to North Middlesex.
- 26. To insure its covenants in this Agreement, North Middlesex shall at its expense obtain and maintain during the Term of this Agreement, Municipal Liability Insurance on an occurrence basis insuring against damage or injury to persons or property with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, underwritten by an insurer licensed to conduct business in the Province of Ontario, and to the satisfactory to Lucan-Biddulph.

Termination

- 27. As set out in paragraph 3 of this Agreement, the Term of this Agreement shall be for a period of ten (10) years commencing on October 1, 2019, expiring on October 1, 2029, and shall automatically renew for two (2) independent renewal periods of ten (10) years, unless either Party delivers, at least one hundred and eighty (180) days before the automatic renewal of an Extension Period, written notice to the other Party of its intention not to renew the Term, as set out in paragraph 4 of this Agreement.
- 28. Notwithstanding the Term and termination provisions in this Agreement, the Parties reserve the right to terminate or amend this Agreement by mutual consent in writing, at any time.

Notices

- 29. 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.
- 30. 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.

Severability

31. 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

32. 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. 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.
- 33. 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, 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 Service Area. The intention of this provision is that North Middlesex and Lucan-Biddulph and their respective successors and assigns shall take all reasonable steps to ensure that the treated and potable municipal water, as contemplated in this Agreement for the Service Area, shall survive and remain available for the Service Area after any municipal restructuring, amalgamation, annexation or any other provincial order that alters the governance for the lands constituting the Service Area.

Compliance with Laws

34. The Parties agree that they shall each perform their responsibilities hereunder in compliance with all applicable laws.

Further Assurances

35. 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

- 36. The Parties reserve the right to amend this Agreement by mutual consent in writing, at any time.
- 37. 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.
- 38. 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

39. Upon written request to resolve any disputes arising from this Agreement which 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

40. This Agreement constitutes the entire agreement between the Parties pertaining to the provision of treated and potable municipal water to the Denfield Corridor 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

41. 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

42. 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

- 43. 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

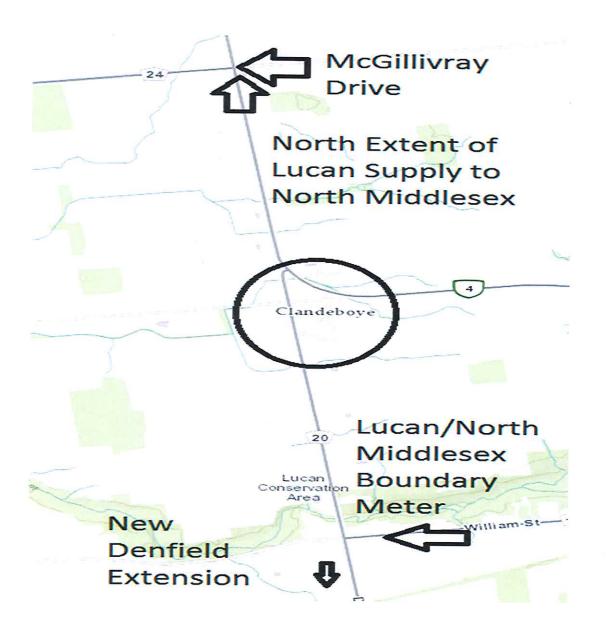
44. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

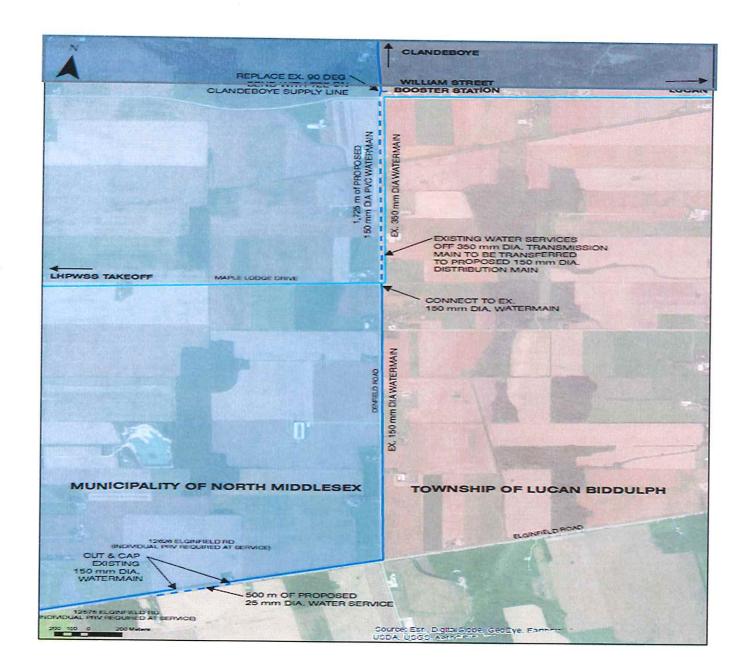
[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

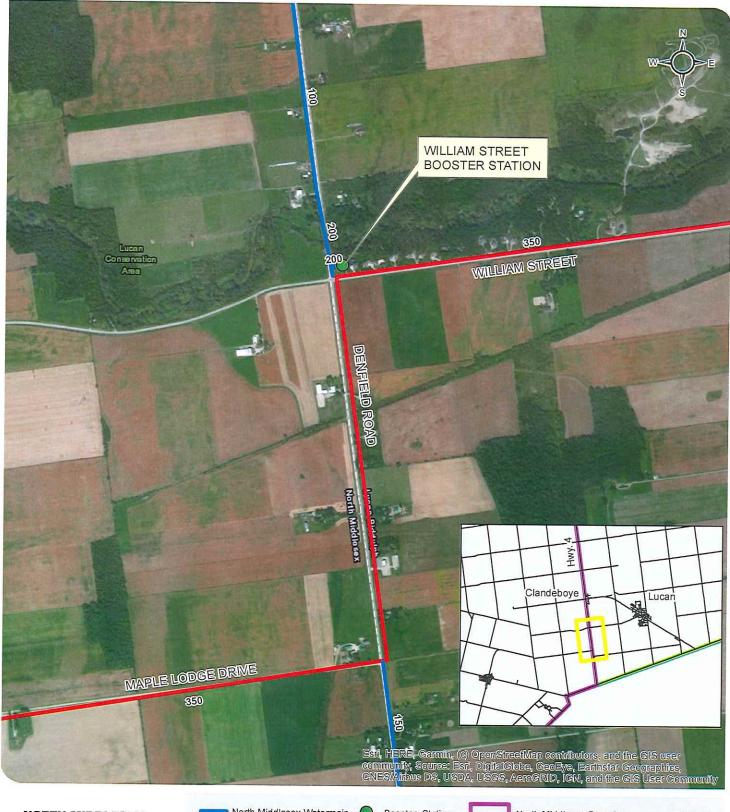
	THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX	
	Date:, 2019	
Address for Service: Municipal Offices 229 Parkhill Main Street	Per: Brian Ropp, Mayor	
Parkhill, ON NOM 2K0	Per: Jackie Tiedeman, Clerk	
	We have authority to bind the Corporation	
	THE CORPORATION OF THE TOWNSHIP (LUCAN-BIDDULPH	OF
	Date:, 2019	
Address for Service: Municipal Offices 270 Main Street	Per: Cathy Burghardt-Jesson, Mayor	
Lucan, ON NOM 2J0	Per: Ron Reymer, Clerk	
	We have authority to hind the Corporation	

SCHEDULE "A"





SCHEDULE "B"





DENFIELD FIGURE 3



North Middlesex Watermain Lucan Biddulph Watermain





North Middlesex Boundary -

Lucan Biddulph Boundary

MAP DRAWING INFORMATION: DATA PROVIDED BY NM & LB

MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

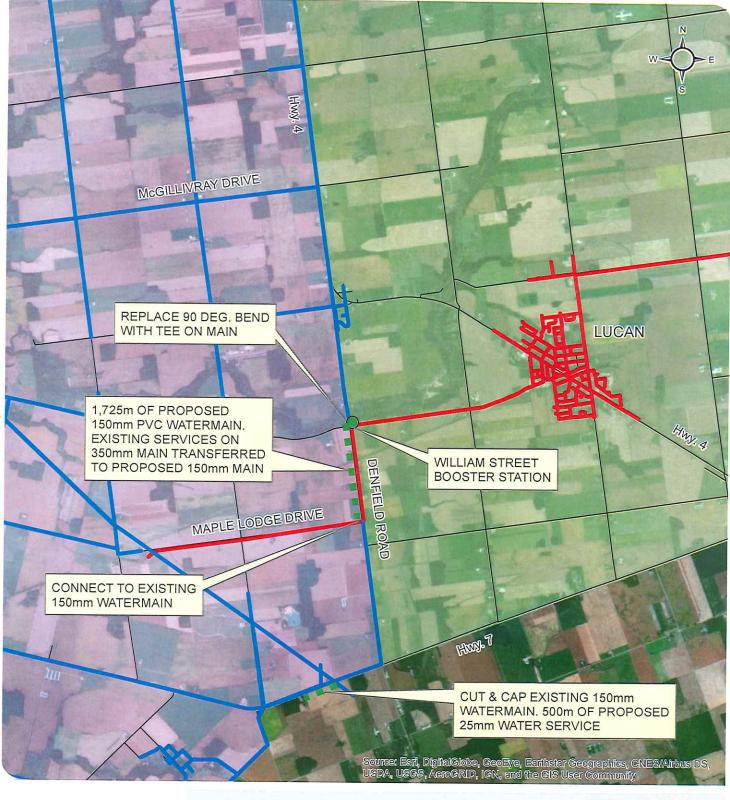
FILE LOCATION: \\GILLON.CA\DILLON_DFS.LONDON\\
LONDON CAD\GIS\031568 PARKHILL\\
DENFIELD WATERMAIN EXTENSION.MXD

SCALE 1:15,000 400 Meters

PROJECT: 03-1588 STATUS: DRAFT DATE: 06/20/19

DILLON

SCHEDULE "C"





NORTH MIDDLESEX & LUCAN BIDDULPH BOARDER FIGURE 5





North Middlesex Boundary Lucan Biddulph Boundary

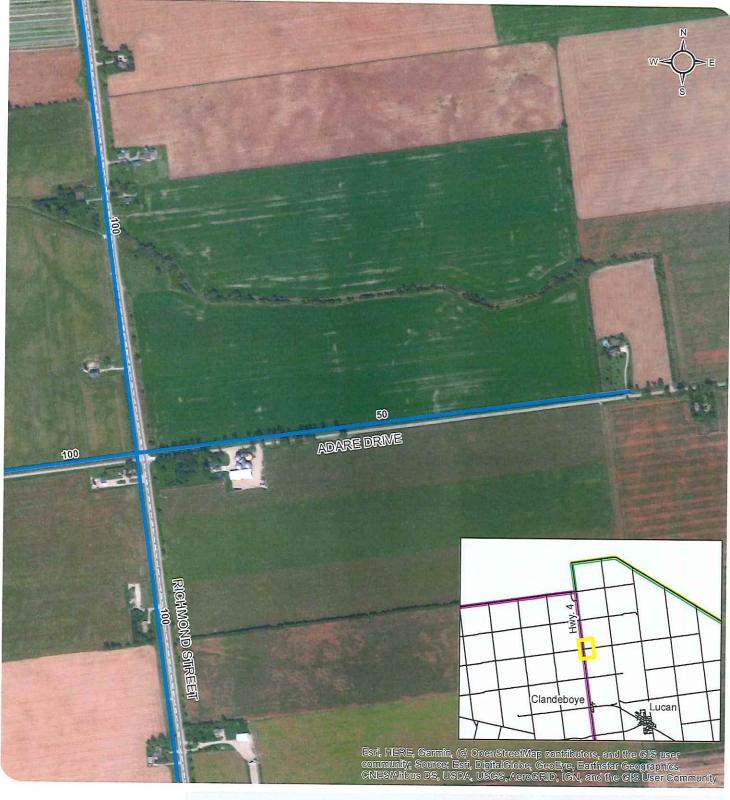


MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

MAP DRAWING INFORMATION: DATA PROVIDED BY NM & LB

FILE LOCATION: \\DILLON,CA\OILLON_DF9\LONDON\ LONDON CADGIS\031558 PARKHILL\ DENFIELD WATERMAIN EXTENSION\MXD SCALE 1:60,000 0 250 500 1,000 Meters

PROJECT: 03-1588 STATUS: DRAFT DATE: 06/20/19





ADARE FIGURE 4



North Middlesex Watermain Lucan Biddulph Watermain

DILLON



North Middlesex Boundary -

Lucan Biddulph Boundary

MAP DRAWING INFORMATION DATA PROVIDED BY NM & LB

FILE LOCATION, \\DILLON, CA\DILLON, DFS\,LONDON, LONDON CAD\GIS\Gaiss PARKHILLI DENFIELD WATERMAIN EXTENSION,MXD

SCALE 1:8,000

200 Meters

STATUS: DRAFT DATE: 07/16/19





CLANDEBOYE



North Middlesex Watermain
Lucan Biddulph Watermain





DILLON

MAP DRAWING INFORMATION: DATA PROVIDED BY NM & LB

MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

FILE LOCATION: \\DILLON,CA\DILLON DFS\LONDON\
LONDON CADIGISIOS1558 PARKHILLI
DENFIELD WATERMAIN EXTENSION/MXD

SCALE 1:8,000 0 50 100 200 Meters

PROJECT: 03-1588

STATUS: DRAFT DATE: 07/02/19

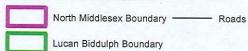




MOORESVILLE



North Middlesex Watermain Lucan Biddulph Watermain





MAP DRAWING INFORMATION. DATA PROVIDED BY NM & LB

MAP CREATED BY: NCG MAP CHECKED BY: JDJ MAP PROJECTION: NAD 1983 UTM Zone 17N

FILE LOCATION: \\DILLON.CA\DILLON_DFS.LONDON\,
LONDON CADIGIS\(\text{Continuous} \)
DENFIELD \(\text{VATERMAIN EXTENSION.MXD} \)

SCALE 1:8,000

PROJECT: 03-1588

STATUS: DRAFT DATE: 06/20/19

Township of Lucan Biddulph

BY-LAW NO. 55-2019

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 October 15, 2019 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 October 15, 2019 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 October 15, 2019 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 aı	nd THIRD time	and FINALLY	PASSED
October 15, 2019.			

MAYOR	CLERK	