



**MIDDLESEX COUNTY COUNCIL
AGENDA**

Tuesday, February 8, 2022, 1:00 PM
Middlesex County Building
399 Ridout Street North, London

THE MEETING WILL BE AVAILABLE AS FOLLOWS:

<https://www.youtube.com/channel/UCSIRBMaSUbravUhLTjSKc9A>

Pages

- 1. CALL TO ORDER AND WARDEN'S REMARKS**
- 2. PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**
- 3. BUSINESS ARISING FROM THE MINUTES**
- 4. MINUTES**

- 4.a. Minutes of the January 11, 2022 meeting of Middlesex County Council

1

Moved by _____

Seconded by _____

THAT the Minutes of the January 11, 2022 meeting of County Council be approved as presented; and

THAT Council adopt the recommendations of the Committee of the Whole as set out in the Minutes of the January 11, 2022 meeting.

- 5. DEPUTATIONS**
- 6. ENQUIRIES OR NOTICES OF MOTION**
- 7. REPORTS**
- 8. NEW BUSINESS**

- 8.a. Strathroy Library and Library Administration Lease

11

Report from Lindsay Brock, Director of Library Services

- Moved by _____
Seconded by _____
THAT the Lease Agreements between the Municipality of Strathroy-Caradoc, the Corporation of the County of Middlesex and the Middlesex County Library Board be approved by County Council and that the necessary by-law be forwarded to County Council for approval.
- 8.b. Truck Purchase - Two Wheel Drive 1/2 Ton Pick-up Truck - T-31 66
Report by Chris Traini, County Engineer
Moved by _____
Seconded by _____
THAT the quote submitted by McNaughton Dodge Chrysler Inc. for the supply of a 2021 RAM 1500 for \$51,500.00 (plus HST) be accepted.
- 8.c. Establishment of a Community Paramedicine Reserve Account 67
Report by Neal Roberts, Chief MLPS and Director of Emergency Services
Moved by _____
Seconded by _____
THAT County Council authorize Middlesex-London Paramedic Service Community Paramedicine Program to establish a reserve account for future use and that the sale of the vehicle proceeds and other revenues be transferred to this reserve account.
- 8.d. Telecommunications Municipal Access Agreement - Xplornet Communications Inc. 69
Report from Wayne Meagher, County Barrister & Solicitor
Moved by _____
Seconded by _____
THAT the Xplornet Telecommunications Municipal Access Agreement be approved and endorsed.
- 8.e. FCM Partnerships for Municipal Innovation - Women in Local Leadership (PMI-WILL) 92
Report from Warden Alison Warwick

Moved by _____

Seconded by _____

THAT Council approve participation in the Federation of Canadian Municipalities' Partnerships for Municipal Innovation – Women in Local Leadership (PMI-WILL) project;

THAT Warden Alison Warwick and Councillor Kelly Elliott be assigned as the elected official Champions of the project for the remainder of the Term of Council; and

THAT Cindy Howard, GM of Finance and Community Services be assigned as the staff lead on the project.

9. COUNCILLOR'S COMMENTS AND OTHER BUSINESS

10. BY-LAWS

- | | | |
|-------|---|-----|
| 10.a. | #7147 - A BY-LAW to Authorize the Signing of the Library Administration Office Lease | 97 |
| 10.b. | #7148 - A BY-LAW to Authorize the Signing of the Strathroy Library Lease | 98 |
| 10.c. | #7149 - A BY-LAW to Authorize the Signing of a Telecommunications Agreement with Xplornet Communications Inc. | 99 |
| 10.d. | #7150 - A BY-LAW to Confirm the Proceedings of the February 8, 2022 Meeting of County Council | 100 |

Moved by _____

Seconded by _____

THAT the by-laws be given first and second reading.

Moved by _____

Seconded by _____

THAT the by-laws be given third and final reading.

11. COMMITTEE OF THE WHOLE

Moved by _____

Seconded by _____

THAT Council convene the Committee of the Whole at ____ pm.

11.a. HEARINGS / DELEGATIONS / REPORTS OF COUNTY OFFICERS

Moved by _____

Seconded by _____

THAT the Committee of the Whole convene a Public Hearing pursuant to Middlesex County Woodlands By-law #5738 at ____ pm.

- 11.a.1. Hearing for Application for Council Exemption for Clearing Woodlands; Municipality of Middlesex Centre; Concession 6, Lot 15; 14501 Medway Road; K. MacDougall, operating as Comgord Ltd.

- 11.a.1.1. Staff Report 101

Report from Mark Brown, Woodlands Conservation Officer/Weed Inspector

- 11.a.1.2. Applicant's Submissions 110

Submissions from Applicant Kevin MacDougall

- 11.a.1.3. Submissions from Members of the Public/Agencies

- 11.a.1.3.1. Upper Thames River Conservation Authority Written Submissions 111

- 11.a.1.4. Questions from Council and Decision

Moved by _____

Seconded by _____

THAT _____

Moved by _____

Seconded by _____

THAT the Public Hearing adjourn at __ pm and that the regular session of Committee resume.

- 11.a.2. SWIFT Ballymote Project and Switch Building Land Acquisition - Quadro Request to Waive Land Dedication 116

Delegation from John Deheer, General Manager, Quadro Communications; Jason Masselis, Construction Manager, Quadro Communications; and Ben Waghorn, Waghorn Stephens, Sipos and Poulton Law Professional Corporation

- 11.a.3. Extension of Warden's Term: Administrative Overview 124
- Report from Marci Ivanic, Legislative Services Manager/Clerk
- Moved by _____
- Seconded by _____
- THAT the report be received for information.
- 11.a.4. Municipal Modernization Program - Procurement Service Delivery Review 127
- Report from Ebyan Hassan, Business and Data Analyst
- Marilyn Brown, Partner LXM Law LLP is also scheduled to attend.*
- Moved by _____
- Seconded by _____
- THAT the report be received for information.
- 11.b. ACTION ITEMS
- 11.b.1. Revised 2022 Middlesex County Council and Library Board Meeting Calendars 155
- Report from Marci Ivanic, Legislative Services Manager/Clerk
- Moved by _____
- Seconded by _____
- THAT the revised 2022 County Council and Library Board Meeting Calendar be approved as presented.
- 11.b.2. Thames Centre Official Plan Amendment No. 22; Southside Property Group (London) Inc. File No. 39-TC-OPA22 169
- Report from Durk Vanderwerff, Director of Planning
- Moved by _____
- Seconded by _____
- THAT Amendment No. 22 to the Thames Centre Official Plan be approved and that staff be directed to circulate a Notice of Decision as required by the Planning Act, and that the Notice of Decision indicate that no written submissions were received concerning this application.

11.b.3.	Thames Centre Official Plan Amendment No. 23; Allan Payne and A&K Farms Ltd.; File No. 39-TC-OPA23	192
	Report from Durk Vanderwerff, Director of Planning	
	Moved by _____	
	Seconded by _____	
	THAT Amendment No. 23 to the Thames Centre Official Plan be approved and that staff be directed to circulate a Notice of Decision as required by the Planning Act, and that the Notice of Decision indicate that no written submissions were received concerning this application.	
11.b.4.	Mileage Allowance - Human Resource Policy 2.10	215
	Report from Jessica Ngai, Human Resources Manager	
	Moved by _____	
	Seconded by _____	
	THAT the Middlesex County Council amend the mileage allowance to reflect the current Canada Revenue Agency reasonable rate for 2022 of \$0.61 per kilometre for the first 5,000 kilometres and \$0.55 per kilometre thereafter to be effective February 8, 2022.	
11.c.	CORRESPONDENCE AND INFORMATION ITEMS	
11.c.1.	General Payables - December 25, 2021 to January 31, 2022 totalling \$748,060.88	218
11.c.2.	Planning Payables - December 25, 2021 to January 31, 2022 totalling \$27,765.31	220
11.c.3.	Economic Development Payables - December 25, 2021 to January 31, 2022 totalling \$54,259.15	221
11.c.4.	Social Services Payables - December 25, 2021 to January 31, 2021 totalling \$699,100.87	222
11.c.5.	Information Technology Payables - December 25, 2021 to January 31, 2022 totalling \$440,468.71	226
11.c.6.	MLPS Payables - December 25, 2021 to January 31, 2022 totalling \$1,513,624.95	230

11.c.7.	Roads Payables - December 25, 2021 to January 31, 2022 totalling \$1,087,618.01	243
11.c.8.	Strathmere Lodge Payables - December 25, 2021 to January 31, 2022 totalling \$276,896.46	254
11.c.9.	Library Payables - December 25, 2021 to January 31, 2022 totalling \$380,315.82	258
11.c.10.	Electronic Payments - December 2021 totalling \$1,953,474.47	264
11.c.11.	Electronic Payments - January 2022 totalling \$2,376,235.52	268
	Moved by _____	
	Seconded by _____	
	THAT Items 11.c.1 to 11.c.11 be received for information.	
11.c.12.	Local Jobs Hub Orientation Presentation - Workforce Planning & Development Board - January 27, 2022	272
11.c.13.	Middlesex Centre Archives Fundraising Online Auction Notice	287
11.c.14.	Middlesex-London Board of Health Meeting Update - January 20, 2022	288
11.c.15.	Report to Community and Protective Services Committee - Odell Jalna Social Housing Provider Proposal	291
11.c.16.	Strathmere Lodge Census Report for December 2021	299
	Report from Brent Kerwin, Strathmere Lodge Administrator	
11.c.17.	Letter from LAS AMO Business Services re: Natural Gas Rebate - November 30, 2021	301
11.c.18.	Letter from MNDMNRF re: Proposed regulatory changes under the Aggregate Resources Act - January 6, 2022	302
11.c.19.	Letter from MMAH re: Supporting People and Businesses Act, 2021 - January 2022	303
11.c.20.	Economic Development Strategic Plan Alignment with Official Plan - Final Report December 2021	308
11.c.21.	Planning Advisory Committee Meeting Minutes - January 19, 2022	340

11.c.22.	Library Board Minutes - January 11, 2022	345
11.c.23.	Middlesex Accessibility Advisory Committee Minutes - January 18, 2022	349
11.c.24.	Letter from Middlesex Soil & Crop Improvement Association re: Strathmere Lodge Walkway	353
11.c.25.	AMO Policy Updates - January 5, 14, 19, 26 and 28, 2022	354
11.c.26.	SCOR Presentation to Ministry of Agriculture, Food and Rural Affairs - ROMA 2022	367

Moved by _____

Seconded by _____

THAT Items 11.c.12 to 11.c.26 be received for information.

12. INQUIRIES

13. NEW BUSINESS

13.a. Next Meetings

Tuesday, February 8, 2022

Tuesday, February 22, 2022

Tuesday, March 8, 2022

Tuesday, March 22, 2022

Tuesday, April 12, 2022

Tuesday, April 26, 2022

Tuesday, May 10, 2022

Tuesday, May 24, 2022

Tuesday, June 14, 2022

Tuesday, June 28, 2022

Tuesday, July 26, 2022

Tuesday, August 23, 2022

Tuesday, September 13, 2022

Tuesday, September 27, 2022

Tuesday, October 11, 2022

Tuesday, October 25, 2022

Tuesday, November 8, 2022

Tuesday, November 22, 2022

Thursday, December 8, 2022 - 4:00pm (Inaugural)

Tuesday, December 13, 2022

14. **ANNOUNCEMENTS**

Moved by _____

Seconded by _____

THAT the Committee of the Whole rise and Council resume its regular meeting
at ____ pm.

15. ADJOURNMENT

Accessible formats and communication supports are available upon request.
Please contact Marci Ivanic, County Clerk to make a request at
mivanic@middlesex.ca

Moved by _____

Seconded by _____

THAT the meeting adjourn at ____ pm.

MIDDLESEX COUNTY COUNCIL
MINUTES

Tuesday, January 11, 2022, 1:00 PM
Middlesex County Building
399 Ridout Street North, London
Virtual Meeting

Members Present	Warden Warwick Councillor Smith Councillor DeViet Councillor Brennan Councillor Ropp Councillor Cornelissen Councillor Mayhew Councillor Vanderheyden Councillor Richards Councillor Burghardt-Jesson Councillor Elliott
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1. CALL TO ORDER AND WARDEN'S REMARKS

Warden Warwick called the meeting to order at 1:00pm.

Warden Warwick addressed Council as follows:

"Currently, we are dealing with, as predicted, the highly contagious Omnicron variant. I would like to take the time to assure you that our services, although strained, are still working hard and currently meeting the demands across the County. Special thanks to everyone who picked up extra shifts or worked extra hours over the holidays to keep things moving. The latest update from the Middlesex London Health Unit says we are soon approaching one million shots administered. This truly is an amazing number and is a tribute to the hard work that Dr. Summers and his team are doing throughout the pandemic. It was my pleasure to volunteer this past Sunday at the mobile vaccination clinic located in Dorchester. The paramedics and the CERB volunteers did a fantastic job of keeping the long lines moving. I received much feedback about the kindness and competence shown by the paramedic services and volunteers. 408 vaccines were administered that day. I received an update on the Lucan clinic held yesterday and they were proud to relay the information that 400 people received

their vaccination. I am so pleased that we are able to provide this service for the residents of the County. The mobile clinic will be rotating throughout the County. The locations and dates are available on our website and the Health Unit website as well as municipal social media platforms. While our responsibilities are many during these difficult times, its services like this that are very much appreciated by our residents who may face accessibility issues, or students or workers who struggle with scheduling an appointment. This truly is a service where we get to see our community and help ease the strain of the difficult months past."

2. PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None.

3. BUSINESS ARISING FROM THE MINUTES

None.

4. MINUTES

4.a Minutes of the December 7, 2021 Meeting of Middlesex County Council

Moved by Councillor Richards

Seconded by Councillor DeViet

THAT the Minutes of the December 7, 2021 meeting of Middlesex County Council be approved as presented.

Carried

5. DEPUTATIONS

None.

6. ENQUIRIES OR NOTICES OF MOTION

6.a Motion to Extend the Term of Warden

Moved by Councillor Brennan

Seconded by Councillor Cornelissen

THAT the motion to extend the Warden's term from (1) to two (2) years, commencing December 2022, and that the necessary by-law be presented to Council.

Council debated the merits of the motion.

Moved by Councillor Vanderheyden
Seconded by Councillor Brennan

THAT the motion be amended as follows:

That Staff be directed to prepare a report setting out the administrative process required to extend the Warden's term from one (1) to two (2) years, commencing December 2022.

Carried

Moved by Councillor Mayhew
Seconded by Councillor Ropp

THAT the motion as amended be approved.

Carried

7. REPORTS

None.

8. NEW BUSINESS

8.a Truck Purchase - Two Wheel Drive 1/2 Ton Pick-Up Truck - T-32

Report from Chris Traini, County Engineer.

Moved by Councillor Mayhew
Seconded by Councillor DeViet

THAT the quote submitted by Oxford Dodge for the supply of a 2021 RAM 1500 for \$50,686.00 (plus HST) be accepted.

Carried

8.b Municipal Modernization Project - Enterprise Asset Management Software

Report from Chris Bailey, ITS Manager

Moved by Councillor Vanderheyden
Seconded by Councillor Mayhew

THAT County Council accept the selection committee's recommendation to award the RFP to PSD Citywide Inc. and approve the attached Asset Management Software Agreement; and

THAT the necessary By-law be presented to County Council to authorize the Warden and County Clerk to execute the Agreement.

Carried

9. COUNCILLOR'S COMMENTS AND OTHER BUSINESS

9.a Resolution to Support TVDSB Trustee Distribution 2022-2026

Moved by Councillor Elliott

Seconded by Councillor DeViet

THAT Middlesex County be designated by Board resolution as a low population municipality;

THAT the County of Middlesex support the TVDSB Trustee Distribution for the 2022- 2026 term being:

- 2 Trustees representing Middlesex County
- 2 Trustees representing Oxford County
- 2 Trustees representing Elgin County
- 6 Trustees representing the City of London
- 1 Indigenous Trustee appointed per Ontario Regulation 462/97;

THAT the Warden of the County of Middlesex send advocacy letters to ensure equitable representation that balances the rural interests within the geography of Thames Valley District School Board to the Minister of Education Honourable Stephen Lecce, Ministry of Municipal Affairs and Housing Honourable Steve Clark, Elgin-Middlesex-London MPP Jeff Yurek and Lambton-Kent-Middlesex MPP Monte McNaughton; and

THAT the same letter be sent to Thames Valley District School Board Trustee Chair Lori-Ann Pizzalato and Director of Education Mark Fisher requesting that a copy of this motion and letter be placed as correspondence on the next TVDSB's Board of Trustee's meeting prior to the decision for the make-up of the 2022-2026 Board of Trustees being made.

Carried

10. BY-LAWS

10.a #7145 - A BY-LAW to Authorize an Asset Management Software Agreement with PSD Citywide

- 10.b #7146 - A BY-LAW to Confirm the Proceedings of the January 11, 2022 Meeting of County Council

Moved by Councillor Vanderheyden

Seconded by Councillor Ropp

THAT the by-laws be given first and second reading.

Carried

Moved by Councillor Richards

Seconded by Councillor Brennan

THAT the by-laws be given third and final reading.

Carried

11. COMMITTEE OF THE WHOLE

- 11.a DELEGATIONS / REPORTS OF COUNTY OFFICERS

None.

- 11.b ACTION ITEMS

- 11.b.1 New Traffic Signals on Middlesex County Roads

Report from Chris Traini, County Engineer.

Moved by Warden Burghardt-Jesson

Seconded by Councillor Cornelissen

THAT the installation of traffic signals at the intersection of County Road 16 (Ilderton Road) and County Road 56 (Wonderland Road) be included in the 2022 capital budget.

Carried

- 11.c CORRESPONDENCE AND INFORMATION ITEMS

- 11.c.1 General Payables - November 27-December 24, 2021 totalling \$271,913.71

- 11.c.2 Planning Payables - November 27-December 24, 2021 totalling \$2,378.63

- 11.c.3 Economic Development Payables - November 27-December 24, 2021 totalling \$49,842.80
- 11.c.4 Social Services Payables - November 27-December 25, 2021 totalling \$570,294.43
- 11.c.5 Information Technology Payables - November 27-December 24, 2021 totalling \$128,497.44
- 11.c.6 MLPS Payables November 27-December 24, 2021 totalling \$1,136,423.36
- 11.c.7 Roads Payables - November 27-December 24, 2021 totalling \$1,168,320.09
- 11.c.8 Strathmere Lodge Payables - November 27-December 24, 2021 totalling \$264,350.73

Moved by Councillor Brennan
 Seconded by Councillor Richards

THAT Items 11.c.1 to 11.c.8 be received for information.

Carried

- 11.c.9 Application for Council Exemption for Cutting of Woodlands - Middlesex Centre - MacDougall

Report from Mark Brown, Woodlands Conservation Officer/Weed Inspector.
- 11.c.10 Final Approval Vandermolen Homes Inc. Plan of Subdivision; File 39T-NM1802; Municipality of North Middlesex

Report from Teresa Hill, Planning Coordinator.
- 11.c.11 Final Approval of Creekside Meadows (KAFCO); File 39T-SC1303, Strathroy-Caradoc

Report from Teresa Hill, Planning Coordinator.
- 11.c.12 Federation of Canadian Municipalities - Report to Council

Councillor Vanderheyden invited members of Council to ask questions.

- 11.c.13 Strathmere Lodge Census Report for November 2021
Report from Brent Kerwin, Strathmere Lodge Administrator.
- 11.c.14 County of Middlesex OP Alignment Exercise - Economic
Development Steering Committee
- 11.c.15 Letter from Ministry of the Solicitor General to MLPS -
December 3, 2021
- 11.c.16 Four Counties Health Services Foundation Fall 2021
Newsletter
- 11.c.17 Middlesex-London Board of Health Meeting Update -
November 18, 2021
- 11.c.18 AMO Policy Update - December 1, 2021
- 11.c.19 Extension of Emergency Orders and Provincial Response to
the Omicron Variant - December 22, 2021
- 11.c.20 Social Services Update - January 2022
- 11.c.21 Middlesex-London Board of Health Meeting Update -
December 9, 2021
- 11.c.22 Middlesex County LDD Good Neighbour Policy - November
2021
- 11.c.23 Minutes of the December 7, 2021 Meeting of the Library
Board
- 11.c.24 Minutes of the December 8, 2021 Meeting of the Middlesex
Accessibility Advisory Committee
- 11.c.25 Minutes of the December 15, 2021 meeting of the Planning
Advisory Committee

Moved by Councillor Vanderheyden
Seconded by Councillor DeViet

THAT Items 11.c.9 to 11.c.25 be received for information.

Carried

12. INQUIRIES

None.

13. NEW BUSINESS

13.a Closed Session

Moved by Councillor Richards

Seconded by Councillor Burghardt-Jesson

THAT the next portion of the meeting be closed to the public at 2:24 pm in order to consider personal matters about an identifiable individual, and labour relations or employee negotiations, pursuant to sections 239(2)(b) and (d) of the *Municipal Act, 2001*.

Carried

13.a.1 Land Ambulance Operational Review

Report from Bill Rayburn, CAO.

13.a.2 Human Resources Updates

Report from Bill Rayburn, CAO.

Moved by Councillor DeViet

Seconded by Councillor Vanderheyden

THAT Council resume from its Closed Session at 3:36 pm.

Carried

13.b Report from Closed Session

Only Closed Session items identified on the Agenda were discussed and there is nothing further to report.

13.c Next Meetings

Tuesday, January 11, 2022

Tuesday, February 8, 2022

Tuesday, February 22, 2022

Tuesday, March 8, 2022

Tuesday, March 22, 2022
Tuesday, April 12, 2022
Tuesday, April 26, 2022
Tuesday, May 10, 2022
Tuesday, May 24, 2022
Tuesday, June 14, 2022
Tuesday, June 28, 2022
Tuesday, July 26, 2022
Tuesday, August 23, 2022
Tuesday, September 13, 2022
Tuesday, September 27, 2022
Tuesday, October 11, 2022
Tuesday, October 25, 2022
Tuesday, November 8, 2022
Tuesday, November 22, 2022
Thursday, December 8, 2022 - 4:00pm (Inaugural)
Tuesday, December 13, 2022

14. ANNOUNCEMENTS

None.

15. ADJOURNMENT

Moved by Councillor Vanderheyden

Seconded by Councillor Smith

THAT the meeting adjourn at 3:38 p.m.

Carried

Marci Ivanic, County Clerk

Alison Warwick, Warden



County Council

Meeting Date: February 8, 2021
Submitted by: Lindsay Brock, Director of Library Services
SUBJECT: Strathroy Library and Library Administration Lease Agreements

BACKGROUND:

The Municipality of Strathroy-Caradoc and the Middlesex County Library Board have completed the construction projects, creating an EarlyON Child and Family Centre in the Strathroy Library, and an accessible washroom in the Library Administration building. In conjunction with these projects, the expired lease agreements were revised to reflect the new spaces, as well as agreed upon terms and conditions.

ANALYSIS:

The attached Strathroy Library Lease Agreement is for 10,083 square feet of Library space and 850 square feet of EarlyON Child and Family Centre program space, located at 34 Frank Street, Strathroy.

The attached Library Administration Lease Agreement is for 3,608.4 square feet of space, located at 34 B Frank Street, Strathroy.

The agreement is between the Municipality of Strathroy-Caradoc, the Corporation of the County of Middlesex, and the Middlesex County Library Board.

FINANCIAL IMPLICATIONS:

All financial details are included in the lease agreements. Annual lease rate is based on Finance Policy 12.01 – Variable Lease Rates – Libraries. Lease rates are subject to an annual increase by way of the Annual CPI Adjustment for Ontario as determined by Statistics Canada, together with any increases resulting from a revision or negotiation pursuant to the policy.

RECOMMENDATION:

That the Lease Agreements between the Municipality of Strathroy-Caradoc, the Corporation of the County of Middlesex and the Middlesex County Library Board be approved by County Council and that the necessary by-law be forwarded to County Council for approval.

Attachments

RENTAL AGREEMENT

THIS INDENTURE OF LEASE made as of the 1st day of February, 2022.

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC**
(hereinafter, the “Landlord”)

- and -

THE MIDDLESEX COUNTY LIBRARY BOARD
(hereinafter, the “Tenant”)

- and -

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter, the “County”)

WHEREAS:

- A. The Landlord is a duly incorporated lower-tier municipality in the province of Ontario, Canada, which is governed by Mayor and Council (hereinafter, “**Municipal Council**”) and operated by administration;
- B. The Tenant is both a county library and corporation pursuant to the *Public Libraries Act*, R.S.O. 1990, c. P. 44, as amended, and a local board as defined by the *Municipal Act*, 2001, SO 2001, c 25, as amended;
- C. The Landlord is the registered owner of property municipally known as 34 Frank Street, Strathroy, ON N7G 2R4, and legally described as PT LTS 107 & 108, N OF JAMES ST, 34PL93, AS IN MW37928; STRATHROY (hereinafter, the “**Property**”);
- D. The Tenant, through its management and control of local library branches located within the geographic boundary of the County of Middlesex, provides for equal and universal access to information and services which contributes to education, literacy, lifelong learning and general wellbeing of citizens;
- E. The Landlord has a building on the Property identified as the Strathroy Public Library (hereinafter, the “**Library**”) that the Tenant intends to lease from the Landlord subject to the terms and conditions of this Lease Agreement;
- F. The Tenant the Landlord have agreed to enter into this Lease Agreement for the purpose of the Landlord leasing to the Tenant the agreed upon portion of the Property as defined in this Lease Agreement;
- G. The Landlord has agreed to lease to the Library Board: (i) a portion of the Property for the

Initials

- operation of a Comprehensive Library, as outlined in Schedule “A”, and (ii) a portion of the Property for non-library Early ON Child & Family Centre services, as outlined in Schedule “B”; all as further defined in this Lease Agreement;
- H. The Tenant at its sole and absolute discretion has secured partnerships for the delivery of partner programs and social services, as part of its comprehensive library services, by governmental agencies, community groups/agencies and not-for-profit and charitable organizations (“Comprehensive Library Services”) from space exclusively leased by the Tenant for at least part of the term of this Agreement. The Tenant endeavors to secure additional such partnerships at its sole and absolute discretion for the entirety of the term of this Agreement for the benefit of the local citizenry. At all times the Tenant understands and acknowledges that it is responsible for the oversight and delivery of the Comprehensive Library Services at all times;
- I. Rental rates for a Comprehensive Library Services have been determined by the County as part of its “Three-Tier Lease Rate for County Library Facilities Policy For County Library Facilities”, as amended (the “Lease Rate Policy”). A copy of the current version of the Lease Rate Policy is attached hereto as Schedule “C” and forms a part of this Agreement. In the event the Lease Rate Policy is amended by County Council during the Term of this Agreement, the Parties hereby agree that Schedule “C” shall be updated to include the most current version of the policy;
- J. The EarlyON Child & Family Centre is a program that is overseen by the Tenant and the Parties agree that the EarlyON Child & Family Centre space be provided a separate lease rate at an amount of 70% of the Comprehensive Library Services Rate set out in Schedule “C”;
- K. The Chief Administrative Officer of the Municipality is authorized by Municipal Council to administer this Agreement in its entirety on the Landlord’s behalf, once this Agreement is endorsed by Municipal Council;
- L. The Tenant’s Chief Executive Officer is authorized by the Tenant to administer this Agreement on its behalf, once it has endorsed this Agreement;
- M. The County is a duly incorporated upper-tier municipality in the province of Ontario, Canada, which is governed by Warden and Council and operated by administration;
- N. The County is a Party to this Agreement for the purpose of receiving releases from liability and insurance security and to assume the obligations of this Agreement and the Rented Space in the event the Tenant terminates this Agreement or ceases to exist as a local board; and
- O. Schedules to this Agreement include:
 Schedule “A”;
 Schedule “B”;
 Schedule “C”; and
 Schedule “D”.

Initials

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Municipality has demised and leased by these presents doth demise and lease unto the Tenant and its successors the Property.

Recitals

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

Definitions

2. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - a. **“Agreement”** means this Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties from time to time.
 - b. **“Annual CPI Adjustment”** means an annual adjustment to the amount of the rental payment compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Consumer Price Index (normally released by Statistics Canada in January of each year) which shall occur annually every February 1st from 2022 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 CPI 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.
 - c. **“Business Day”** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
 - 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. **“Community Partners”** means the governmental agencies, community groups/agencies and not-for-profit and charitable organizations selected by the Tenant in its sole and absolute discretion to deliver partner programs and social services from the Rented Space, as defined in section 6 and 7 of this Agreement, through its Comprehensive Library Services during any part of the Term of this Lease, including any renewals thereto.
 - f. **“Comprehensive Library”** means a library branch larger than 6000 square feet which provides basic library needs, administration space for staff, programming space for programs during open hours, designated programming space for employment and library-related programs, enhanced government information services, desirable and appropriate community agency partner programs as determined by the Middlesex County Library Board, and locked offices for program and service providers.
 - g. **“Comprehensive Library Services”** means all programs and social services delivered by the Tenant and its Community Partners from the Rented Space, as defined in section 6 of this Agreement.

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- h. **“EarlyON Child & Family Centre Space”** means any space in the Property to include Non-Library Services including but not limited to an additional programming room, kitchenette and a universal washroom. The EarlyON Child & Family Centre Space of the Property shall be leased at 70% of the Comprehensive Rate pursuant to Schedule “C” attached to this Agreement.
- i. **“Non-Library Services”** means anything outside the scope of Library Services delivered by the Tenant from the Rented Space of the Property, including without limitation, caretaker services, administrative and/or support services, and storage, but does not include any programming services.
- j. **“Parties”** means the Landlord, the Tenant and the County collectively and “Party” means any one of them.
- k. **“Rented Space”** means that the Landlord and the Tenant have agreed to enter into this Lease Agreement for the purpose of the Landlord leasing a portion of the Property to the Tenant for Library Services, as defined in this Agreement, and a portion of the Property for EarlyON Child & Family Centre Space (Non-Library Services), as defined in this Agreement.
- l. **“Trade Fixtures”** means the shelving installed in the Rented Space for library operations and any other item meeting the requirements of a trade fixture as set out in the current and evolving common law of Ontario.

Covenants

- 3. The Parties agree that all obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Term

Comprehensive Library Services and EarlyON Child & Family Centre Space

- 4. Subject to the termination and amendment provisions of this Agreement, this Agreement shall commence on February 1, 2022 (hereinafter, the **“Effective Date”**) and shall continue for a period of seven (7) years, ending on February 1, 2029 (hereinafter, the **“Term”**).
- 5. At least six (6) months prior to the end of the Term, the Parties agree to meet to negotiate potential renewal terms. If no agreement is reached prior to the last day of the Term, the Agreement shall expire unless the Parties mutually agree in writing to extend the negotiation period for sixty (60) days (hereinafter, the **“Extension Period”**). In the event renewal terms have not been agreed to by the Parties at the end of the Extension Period, the Agreement shall terminate immediately on the last day of the Extension Period.

Right to Use

Comprehensive Library Services

- 6. The Landlord hereby grants to the Tenant the exclusive right to utilize 10,083 square

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feet of space inclusive of the main collections and library service space, staff room, library lobby, vestibule, M&E room, programming room, storage rooms, public service offices and washrooms as set out in the shaded portion of **Schedule “A”** attached hereto (referred to in this Agreement as the “**Rented Space**”), where the Tenant may operate a Comprehensive Library for the Term of this Agreement.

EarlyON Child & Family Centre Space

7. The Landlord hereby grants to the Tenant the exclusive right to utilize the EarlyON Child & Family Centre Space comprising of 850 square feet of the Property, as identified as rooms, such as programming rooms, offices, and a universal washroom, as set out in Schedule “B” for the Term of this Agreement.

Annual Payment

Comprehensive Library Services

8. The Tenant shall pay to the Landlord a rental rate of \$11.75 per square foot for the base year 2022, calculated on an aggregate area of 10,083 square feet, subject to an annual increase thereafter, if any, by way of Annual CPI Adjustment for Ontario as determined by Statistics Canada, together with any increases resulting from a revision or negotiation pursuant to the Lease Rate Policy (hereinafter, the “**Comprehensive Library Services Payment**”).
9. In each year from the 2022 calendar year through the remainder of the Term, including any renewals thereof, the 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.
10. Save as otherwise provided herein, the Parties acknowledge and agree that this Agreement is an all-inclusive rental agreement and that the Comprehensive Library Services Payment is inclusive of rental payment, compensation for increased utility charges incurred by the Landlord due to the use of the Rented Space by the Tenant, authorized users, sub-tenant(s), and any and all other charges as set out herein.

EarlyON Child & Family Centre Space

11. The Tenant shall pay to the Landlord a monthly rental rate at 70% of the rental rate applicable to a Comprehensive Library as set out on Schedule “C”, to operate the Early ON Child & Family Centre services Space on the Property for the Term of this Agreement, for the base year 2022, calculated at 850 square feet, subject to an annual increase thereafter, if any, by way of Annual CPI Adjustment for Ontario as determined by Statistics Canada, together with any increases resulting from a revision or negotiations pursuant to the Lease Policy (hereinafter, the “**Early ON Child & Family Centre Payment**”).
12. In each year from the 2022 calendar year through the remainder of the Term, including any renewals thereof, the Early ON Child & Family Centre 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

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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.

13. Save as otherwise provided herein, the Parties acknowledge and agree that this Agreement is an all-inclusive lease agreement and that the Early ON Child & Family Centre Payment is inclusive of lease payment, compensation for increased utility charges incurred by the Landlord due to the use of the Rented Space by the Tenant, authorized users, sub-tenant(s), and any and all other charges as set out herein.

Specific Landlord and Tenant Covenants

Maintenance and Repair of the Comprehensive Library Services and EarlyON Child & Family Centre Space of the Property

14. The Landlord covenants to deliver the Rented Space of the Comprehensive Library Services and Early ON Child & Family Centre Space of the Property to the Tenant in a state of good repair and cleanliness and warrants that upon delivery, the foundation, walls, structure and roof of the Rented Space and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems are in good working order required for the proposed use.
15. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall maintain the Rented Space, Comprehensive Library Services, and EarlyON Child & Family Centre Space of the Property in a good state of repair and cleanliness as provided herein. Without limiting the foregoing, the Landlord agrees that it shall ensure that the foundation, walls, structure and roof of the Rented Space, EarlyON Child & Family Centre Space of the Property remain structurally sound and that the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Rented Space is maintained in good and working condition and provide for reasonable conditions of temperature, humidity, sanitation and air quality.
- (b) Notwithstanding any other provision of this Lease, if the Rented Space, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Property, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Property are put in a state of disrepair or are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, sub-contractors or anyone permitted by it to be in or on the Property by the Tenant, regular wear and tear excepted, the expense of the necessary repairs, replacements or alterations shall be borne entirely by the Tenant and paid to the Landlord forthwith on demand as additional rent. In the event that such repairs are undertaken by the Landlord as a result of negligence, carelessness or misuse by the Tenant, wear and tear excepted, the amount to be paid shall include a sum equal to fifteen percent (15%) thereof for overhead and such payment shall be made by the Tenant within a period of fifteen (15) days from Tenant's receipt of the invoice.
16. The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall make all necessary repairs (including partial and/or full replacement) of the foundation, walls, structure and roof of the Rented Space and the heating, ventilation, air

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- conditioning, mechanical, plumbing and electrical systems serving the Rented Space at its sole expense. The Landlord agrees that it shall make all reasonable efforts when conducting maintenance and repairs to do so in a fashion that minimizes disturbance and inconvenience to the Tenant and the general public.
17. Subject to section 16 above and at no additional cost to the payment payable by the Tenant, the Landlord shall provide such interior cleaning services of the Rented Space necessary to keep the Rented Space in a state of cleanliness reasonably expected of a public library which at minimum, ensures safe usage by library patrons (hereinafter, collectively referred to as **“Cleaning Services”**).
 18. Without limiting the Landlord’s responsibility with respect to section 17 above, Cleaning Services shall include vacuuming, floor cleaning, dusting, removal of trash, recycling and any other reasonable cleaning service necessary to meet its obligation set out in this Agreement.
 19. In furtherance of its obligation pursuant to sections 14-16 of this Agreement, the Landlord agrees that it shall provide Cleaning Services each day the Library is open to the public. In the event that the acting branch manager of the Tenant or his/her designate determines in his/her sole discretion that an incident has occurred which requires additional cleaning, upon being so informed, the Landlord shall cause such cleaning to be conducted forthwith at no additional cost to the Annual Payment (sections 8-13) payable by the Tenant.
 20. The Landlord shall provide to the Tenant a record of Cleaning Services at any time upon the request of the Tenant, and such record shall demonstrate when Cleaning Services were provided in the Rented Space. The Landlord shall retain such records in accordance with sections 254 and 255 of the *Municipal Act, 2001* RSO 2001, c. 25, as amended or replaced.
 21. Subject to the responsibility of the Landlord for providing Cleaning Services, as provided for in sections 17 through 19 above, the Tenant agrees that it will endeavour to keep the Rented Space in reasonably neat and tidy condition when conducting its operations. Failure to do so may result in a notice being provided to the Tenant upon which the Tenant shall be provided a period of thirty (30) days to rectify the situation. Should the Tenant fail to take steps to rectify the situation, the Landlord shall charge as additional rent to the costs associated with having to perform any additional cleaning services directly as a result of the Tenant’s failure to keep the Rented Space in a neat and tidy condition.
 22. The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall maintain and keep clean and tidy all outside grounds of the Property and will not allow garbage, waste or objectionable material to accumulate on the Property, including but not limited to the entrances to the Property, Library, parking lot, and sidewalks. At its sole expense for the duration of the Term, including any renewals thereof, the Landlord shall provide all lawn cutting, landscaping, snow and ice removal and all other ground maintenance services on the Property.

Quiet Enjoyment and Access

23. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall provide the Tenant with quiet enjoyment of the Rented Space to further the delivery of its Comprehensive Library Services, EarlyON Child & Family Centre Space, and allow the Tenant to access and occupy the Rented Space at any time or hour

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desired by the Tenant, subject to any security measures required by the Landlord.

(b) In addition to 23(a) above, the Landlord hereby grants to the Tenant and its employees, members, users, officers, directors, agents, representatives and agents the exclusive right to utilize 2,835.3 square feet of shared space between the Library and Strathroy-Caradoc Museum, inclusive of a washroom, entranceway, furnace room, new meeting and programming room, which is more particularly set out in the diagram attached hereto as Schedule “D” (hereinafter, called the “Shared Space”). The Parties further agree and acknowledge that every two (2) years during the Term of this Agreement, they shall meet to review and discuss how the Shared Space is being utilized, and in the event there is an amendment with respect to the Shared Space, such amendments or replacement shall be worded to take full force and effect on the 1st day of January for the year in which the amendment or new Agreement is made.

(c) The Tenant covenants that the Landlord may peaceably and quietly hold, use and enjoy the Property (excluding the Rented Space) for the Term without any unreasonable hindrance, interference, nuisance or interruption by the Tenant, the Tenant’s Community Partners or by any other person allowed access to the Property and the Library and Municipal Office by, through or under the Tenant.

Inspection and Notification of Accidents/Defects

24. The Tenant covenants to permit the Landlord to enter into and view the state of repair of the Rented Space at any reasonable time.
25. The Tenant covenants that its employees shall give the Landlord reasonable notice of any accident, damage to or other defect on the Property that it obtains knowledge of with respect to:
 - (a) the foundation, walls, structure and/or Connections of the Rented Space;
 - (b) the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Rented Space; and/or
 - (c) the water supply/quality, sewage, waste disposal, drainage, temperature, and/or air quality at the Rented Space.

Utilities, Water and Municipal Taxes

26. The Landlord covenants that it shall provide, pay for and maintain at its sole expense for the entirety of the Term and any renewals thereof, all heat, electricity, water, gas and light required for the Tenant to conduct its operations in the Rented Space, including the costs of any installation, maintenance, service or work necessary to supply the utilities to the Rented Space.
27. In addition to section 26 above, the Landlord covenants that for the entirety of the Term and any renewals thereof, the Landlord shall provide safe drinkable water to all taps/faucets within the Rented Space.
28. The Landlord covenants that for the entirety of the Term and any renewals thereof, the

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Landlord shall pay all municipal taxes attributable to the Rented Space and the balance of the Property.

Connections and Utilization Thereof

29. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall provide cat5e cabling within the structure (walls) of the Rented Space which provides a minimum of 100 megabits (Mb) per second of bandwidth to switch or router and is accessible to the Tenant from the inside the Rented Space (hereinafter, referred to as “**Connections**”) for the exclusive use of the Tenant for its phones/fax/networks etc.
- (b) The Tenant agrees that it shall be fully responsible, independent of the Landlord, to pay the full cost of fees and charges incurred in order to utilize the Connections provided by the Landlord. Such fees and charges will include without limitation, the cost of servicing, internet line(s) and phone lines(s).

Furnishings

30. The Tenant shall be fully responsible for its own furnishings, including but not limited to the supply office, board room, storage room, furniture, equipment and supplies, however, the Landlord shall supply all rest rooms.

Alterations, Installations and Trade Fixtures

31. During the Term and any renewals thereof, the Tenant may make cosmetic alterations (i.e. paint, carpet, tile, etc.) to the Rented Space that do not involve changes to the structure of the Rented Space or to the heating, ventilation, air conditioning, mechanical, plumbing, electrical systems and Connections serving the Rented Space at its sole discretion without the written consent of the Landlord and any such cosmetic alterations shall be at the sole cost and expense of the Tenant. Notice of such cosmetic alterations including the timing of the completion of the any cosmetic alterations shall be provided to the Landlord in writing prior to commencing the cosmetic alterations.
32. Prior to the Tenant taking possession of the Rented Space, the Tenant shall install shelving for library operations, which shall be deemed to be the property of the Tenant and to be Trade Fixtures. During the Term and any renewals thereof, the Tenant may install such additional Trade Fixtures in its sole and absolute discretion as it sees fit. At the termination of this Agreement or any renewals thereof, the Tenant shall have the right to remove any and all Trade Fixtures. The Tenant acknowledges and agrees that in the event it removes Trade Fixtures, either during the Term or following the termination of this Agreement, it shall compensate and make whole the Landlord for any damages caused to the Rented Space as a result of installation and removal of Trade Fixtures.

Staffing

33. The Tenant shall be fully responsible for all staffing costs for its operations in the Rented Space. All persons employed by the Tenant in connection with the Tenant’s operations shall be employees of the Tenant for all purposes and the Landlord shall under no circumstances be deemed the employer of any staff members employed by the Tenant. The Tenant and Landlord agree that each of them shall at their own cost and expense, maintain

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worker's compensation coverage, unemployment compensation coverage and other like statutorily required coverage with respect to their own respective employees.

Compliance with Law

34. The Tenant agrees that at all times during the Term and any renewals thereof, it shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws.

Authorized Usage, Sub-letting and Assignment

35. (a) Subject to the terms herein, the Tenant may at its sole discretion provide the Rented Space for use by its Community Partners.
- (b) Usage of the Rented Space other than to Community Partners shall be in accordance with the Middlesex County Library Board Policy.
- (c) The Tenant may assign its rights and obligations under this Agreement to other governmental agencies or not-for-profit and charitable organizations with the prior written consent of the Landlord, provided that the amount to be paid by the assignee shall not be in excess of the amount paid by the Tenant. This Agreement, including any renewals thereof, and any right or obligation provided for in this Agreement or any renewals thereof shall not be assigned by the Landlord without the prior written consent of the Tenant.
36. The Tenant acknowledges and agrees that in the event it authorizes users to use a portion of the Rented Space or sub-lets a portion of the Rented Space pursuant to section 36(a-c) above, the Tenant and the County shall remain bound by all obligations pursuant to this Agreement for the balance of the Term and any renewals thereof.

Liability, Indemnification and Insurance

Landlord Responsible for the Property (Other than the Rented Space), its Operations and its Employees

37. In addition to and without limiting any other provision of this Agreement, the Landlord covenants that it shall be fully responsible for the following:
- (a) any portion of the Library or the Property that does not make up the Rented Space, including but not limited to the attached museum property and Library parking lot;
 - (b) its own municipal operations/activities;
 - (c) maintenance of the Library, Property parking lot and the Property (including but not limited to snow/ice removal and access/egress to the Library); and
 - (d) its own employees, Councillors, officers, directors, agents and consultants engaging in the furtherance of their municipal duties, wherever situate.
38. The Landlord hereby agrees to release, indemnify, defend and hold harmless the Tenant and the County, including each their respective members, employees, sub-tenant(s), Councillors, officers, directors, representatives, agents, legal counsel and consultants (as

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applicable) from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which:

- (a) occurs on any portion of the Library, Municipal Office or Property that does not make up the Rented Space (including but not limited to the Library and Municipal Office parking lot); and/or
- (b) is caused by its own employees, Councillors, officers, directors, agents and consultants, wherever situate, acting in the course of their municipal duties and/or performing obligations required to be performed pursuant to this Agreement;

save and except those which:

- (i) occur in the Rented Space and do not involve a Landlord employee acting in the course of his/her municipal duties and/or performing obligations required to be performed pursuant to this Agreement;
- (ii) are caused by the Tenant's own employees, members, officers, directors, agents, representatives and consultants engaging in the furtherance of its operations;
- (iii) are caused by the operations of the Tenant or any of its Community Partners, authorized users, sub-tenant(s) or employees thereof in the furtherance of the operations of the Tenant or any of its Community Partners, authorized users or sub-tenant(s);
- (iv) are sustained by either the Tenant's or the Tenant's sub-contractor(s)' employees during the course of their employment which are covered by WSIB coverage; and/or
- (v) are caused by the negligence or willful conduct of the Tenant, its Community Partners, authorized users, sub-tenant(s) or by those for whom the Tenant is at law responsible.

Landlord's Insurance Coverage

39. The Landlord agrees that it shall at its own expense, obtain and maintain in full force and effect during each year of this Agreement and any renewal thereof and for an additional three (3) years following the termination of this Agreement or any renewal thereof, the following policies of insurance coverage:

- (a) Commercial General Liability Insurance ("CGL") on an occurrence basis insuring against damages to persons (personal injury, including death) and property, contractual liability, employer's liability, and employee benefits liability with a limit of not less than five million dollars (\$5,000,000.00) per occurrence or such greater amount that any Party may from time to time request and/or reasonably require. The CGL shall:
 - (i) include the Tenant and the County as additional insured;

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- (ii) contain a cross-liability clause;
- (iii) contain a severability of interests clause endorsement;
- (iv) contain a clause including contractual liability coverage arising out of this Agreement; and shall
- (v) not be subject to a deductible limit in excess of ten thousand dollars (\$10,000.00).

The above noted CGL shall include a provision that if cancelled or changed in any manner that would affect the Parties as outlined in the coverage specified, the insurer will endeavor to provide thirty (30) days prior written notice by mail or facsimile transmission to the Parties.

- (b) Errors and Omissions coverage for potential errors and omissions arising from the operations of its employees (including employee benefits liability) in an amount not less than five million dollars (\$5,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the Tenant and the County as additional insured.
- (c) A certificate of insurance evidencing the effective status of the coverage is to be provided by the Landlord at the commencement of the term of this Agreement and at the commencement of any renewal period. The insurance shall be maintained for an additional three (3) years following the termination of this Agreement and any renewals thereof. The Landlord shall advise the Tenant of any changes to the insurance and shall provide a certificate with respect to any such changes. In the event the insurance policy contains an insured vs. insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the insurance policy is to be cancelled or non-renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the Tenant and the County. The post-termination insurance covenants above shall survive the termination of this Agreement.

Tenant Responsible for Rented Space and its Operations, Employees, Authorized Users and Sub-tenants

41. In addition to and without limiting any other provision of this Agreement, the Tenant covenants that it shall be fully responsible for the following:
- (a) the Rented Space, except for the actions of the employees of the Landlord in the Rented Space in furtherance of their municipal duties, landlord duties, and/or duties required to be performed pursuant to this Agreement;
 - (b) its operations/activities;
 - (c) its own employees, members, officers, directors, agents, representatives and consultants engaging in the furtherance of its operations; and

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- (d) the operations and actions of any of its Community Partners, authorized users and sub-tenant(s).
42. The Tenant hereby agrees to release, indemnify, defend and hold harmless the Landlord, including each of its respective employees, Councillors, officers, directors, representatives, agents, legal counsel and consultants from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which:
- a. occurs on the Property; and
 - b. is caused by its own employees, members, officers, directors, sub-tenants, agents, Community Partners, authorized users, and representatives or consultants in the course of their duties for the Tenant;
- save and except those which:
- i. are caused by the Landlord's employees, Councillors, officers, directors, agents and consultants, wherever situate, in the course of their municipal duties and/or while performing duties required to be performed pursuant to this Agreement;
 - ii. involve injuries to Landlord's employees engaged in the course of their employment for the Landlord, which are covered by WSIB; and/or
 - iii. are caused by the willful or negligent conduct of the Landlord.

Tenant's Insurance Coverage

43. The Tenant agrees that it shall at its own expense, obtain and maintain in full force and effect during each year of this Agreement and any renewal thereof, and for an additional three (3) years following the termination of this Agreement or any renewal thereof, the following policies of insurance coverage:
- a. Commercial General Liability Insurance ("CGL") on an occurrence basis insuring against damages to persons (personal injury, including death) and property, contractual liability, employer's liability, and employee benefits liability with a limit of not less than five million dollars (\$5,000,000.00) per occurrence or such greater amount that any Party may from time to time request and/or reasonably require. The CGL shall:
 - i. include the Landlord as additional insured;
 - ii. contain a cross-liability clause;
 - iii. contain a severability of interests clause endorsement;
 - iv. contain a clause including contractual liability coverage arising out of this Agreement;

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- v. contain tenant's liability (all risks) coverage for all obligations pursuant to the Rental Agreement ; and shall
- vi. not be subject to a deductible limit in excess of twenty-five thousand dollars (\$25,000.00).

The above noted CGL shall include a provision that if cancelled or changed in any manner that would affect the Parties as outlined in the coverage specified, the insurer will endeavor to provide thirty (30) days prior written notice by mail or facsimile transmission to the Parties.

- b. Errors and Omissions coverage for potential errors and omissions arising from the operations of its employees (including employee benefits liability) in an amount not less than five million dollars (\$5,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the Landlord and the County as additional insured.
- c. A certificate of insurance evidencing the effective status of the coverage is to be provided by the Tenant at the commencement of the term of this Agreement and at the commencement of any renewal period. The insurance shall be maintained for an additional three (3) years following the termination of this Agreement and any renewals thereof. The Tenant shall advise the Landlord of any changes to the insurance and shall provide a certificate with respect to any such changes. In the event the insurance policy contains an insured vs. insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the insurance policy is to be cancelled or non-renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the Landlord and the County. The post-termination insurance covenants above shall survive the termination of this Agreement.

Proof of Insurance

- 44. The Landlord and the Tenant agree that they will provide each other and the County with proof of insurance, identifying all lines of coverage required by this Agreement by means of Certificate(s) of Insurance in a form satisfactory to the Parties each year, or ten (10) days prior to renewal of each insurance policy, and for an additional three (3) years following the termination of this Agreement and any renewals thereof.
- 45. In addition to and without limiting the foregoing, the Landlord and the Tenant shall at any time requested by any Party, provide another Party with proof of insurance. The Parties further agree that they shall not change, amend or cancel the insurance policies of this Agreement during the term of this Agreement or any renewals thereof without the written consent of the Parties to this Agreement.

Termination

- 46. Either Party may terminate this Agreement at any time, upon presentation of at least eighteen (18) months of written notice given to the other Party.

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47. This Agreement may be terminated at any time, upon both Parties agreeing in writing to terminate this Agreement, and the Parties agree that such termination shall be deemed to be effective sixty (60) days from the date of termination in order to allow the Parties to calculate all expenses to the effective date of the termination.
48. In the event of termination pursuant to this Agreement, any monies owing to the Landlord which have not been paid shall forthwith be paid to the Landlord prior to the date of the said termination. Further, in the event there are any monies for services paid by the Tenant for occupancy which has not been provided by the Landlord, such monies shall be returned forthwith by the Tenant to the Landlord.
49. In the event the Tenant ceases to exist as a local board, the County shall assume the Tenant's obligations under this Agreement for the continuation of the Term and shall have the option to assume the rights of the Tenant for any renewals thereof. In the event the Landlord dissolves as a corporation, this Agreement shall terminate as of the date the Landlord ceases operation as a corporation. The Tenant and the Landlord each covenant to inform each other as soon as either has knowledge that either the dissolution of the Tenant as a local board or the cessation of operations of the Landlord is either being considered and/or has any semblance of likelihood.
50. Upon termination of this Agreement, the Tenant agrees to remove its permitted chattels and Trade Fixtures and vacate the Rented Space, leaving it in good repair, reasonable wear and tear excepted.

Damage by Fire or Elements

51. If during the Term of this Agreement or any renewal thereof, the Rented Space is destroyed or damaged by fire or the elements and other termination provisions contained in this Agreement have either not been invoked or have not become effective, the following provisions shall have effect:
 - a. If the Rented Space is so badly damaged that in the opinion of the Landlord's architect or professional engineer it is unfit for occupancy and is incapable of being repaired with reasonable diligence within 180 days of the occurrence of such damage, then at the option of the Tenant, the Term shall cease from the date that such damage or destruction occurred. In the event the aforementioned option is exercised by the Tenant, the Tenant shall immediately surrender possession of the Rented Space to the Landlord and the Landlord shall refund any monies paid by the Tenant for occupancy which is not provided by the Landlord.
 - b. If the Rented Space is capable with reasonable diligence, in the opinion of the Landlord's architect or professional engineer, of being repaired and made fit for occupancy within 180 days from the occurrence of such damage, the Landlord shall repair the damage with all reasonable speed. Payment for the time period when the process of repair is ongoing shall not be owed by the Tenant to the Landlord and if already paid by the Tenant for the repair period, shall be refunded to the Tenant. Regular payment by the Tenant to the Landlord shall re-commence immediately after such repairs are completed.

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Insurance Proceeds

52. Notwithstanding Section 51, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Library, Municipal Office or the Rented Space, or are not payable to or received by the Landlord, or in the event that any person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event that the Landlord is not able to obtain all necessary approvals and permits to rebuild the Library, Municipal Office or the Rented Space, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Rented Space to the Landlord.

Notices

53. Any Communication shall be in writing and may be delivered:
- a. personally or by courier;
 - b. by prepaid registered mail; or
 - c. by facsimile; or
 - d. by email or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the three methods of delivery referred to above.
54. Any Communication shall be delivered to the persons and addresses as follows:

to the Landlord at:

The Corporation of the Municipality of Strathroy-Caradoc
 52 Frank St
 Strathroy, ON N7G 2R4
 Attention: Chief Administrative
 Officer / Municipal Clerk

Tel. No.: (519) 245-1105 x256
 Facsimile No: (519) 2145-6353

to the Tenant at:

The Middlesex County Library Board
 Administration Offices
 399 Ridout Street North
 London, Ontario N6A 2P1
 Attention: Chief Executive Officer

Tel. No.: (519) 434-7321 x2338
 Facsimile No.: (519) 434-0638

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to the County at:

The Corporation of the County of Middlesex
 Administration Offices
 399 Ridout Street North
 London, Ontario N6A 2P1
 Attention: County Clerk
 Tel. No.: (519) 434-7321 x2250
 Facsimile No.: (519) 434-0638

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.

55. Any Communication delivered to the 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 4:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

56. 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

57. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section 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.
58. The Parties agree and warrant that in the event this Agreement is renewed, amended or replaced, such amendments or replacement shall be worded to take full force and effect on the 1st day of January for the year in which the amendment or new agreement is made.

Enurement

59. This Agreement enures to the benefit of and is binding upon the Parties and their respective Councils, members, administrators, employees, successors, employees, agents, representatives, consultants and permitted assigns.

Dispute Resolution

60. 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

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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.

Entire Agreement

61. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the renting of the Rental Space and associated potential liability. This Agreement, inclusive of its schedules, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties and the Parties hereby 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 its schedules. 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.

Voluntary Enforceable Agreement

62. The Parties warrant that this Agreement is voluntary and that each Party has had an opportunity to seek the advice of separate and independent legal counsel with respect to this Agreement.
63. The Landlord and the Tenant agree that they have the legal right and ability to enforce the said provisions of this Agreement hereunder against each other and both the Landlord or the Tenant are estopped from pleading or asserting otherwise in any action or proceeding.

Counterparts

64. 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

65. Each section of this Agreement is distinct and severable. If any section 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:

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- a. the legality, validity or enforceability of the remaining sections 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

66. 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) ENDORSEMENT PAGE FOLLOWS]

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IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and 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 STRATHROY-CARADOC**

Date: _____, 2022

Address:
Attn: Chief Administrative Officer/
Municipal Clerk
52 Frank St
Strathroy, ON N7G 2R4

Per: _____
Mayor

Per: _____
Clerk

We have authority to bind the Corporation

**THE MIDDLESEX COUNTY LIBRARY
BOARD**

Date: _____, 2022

Address:
Attn: Chief Executive Officer
Administration Offices
399 Ridout Street North
London, ON N6A 2P1

Per: _____
Jim Maudsley, Chair

Per: _____
Bill Rayburn, CEO

We have authority to bind the Corporation

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Date: _____, 2022

Address:
Attn: County Clerk
Administration Offices
399 Ridout Street North
London, ON N6A 2P1

Per: _____
Allison Warwick, Warden

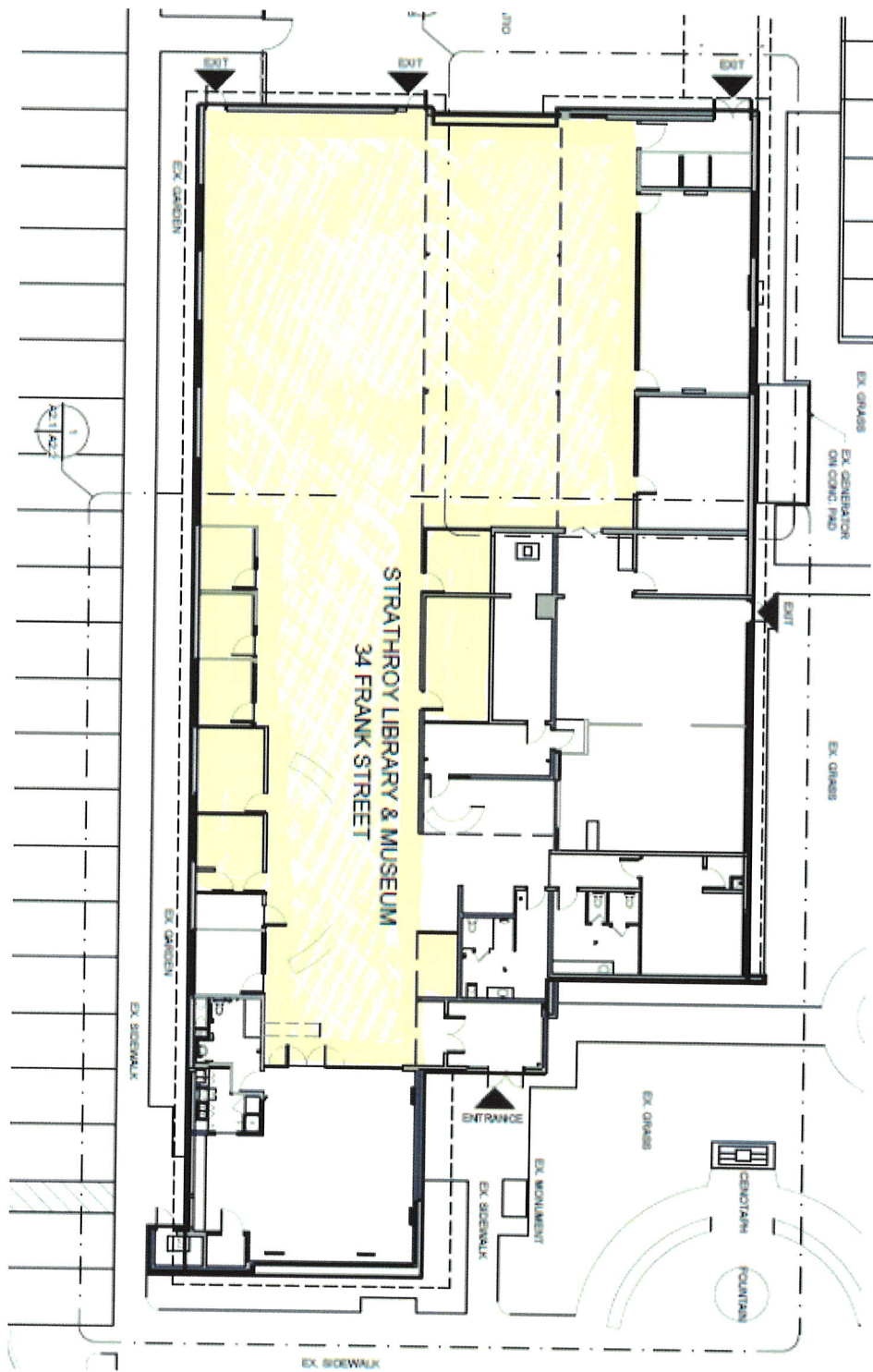
Per: _____
Marci Ivanic, Clerk

We have authority to bind the Corporation

Initials

SCHEDULE “A”

Initials



SCHEDULE “B”

Initials

SCHEDULE “C”

Initials

Subject: VARIABLE LEASE RATES - LIBRARIES

Scope: MIDDLESEX COUNTY LIBRARIES

Issued: December 18, 2012

Revised: May 28, 2019, April 14, 2020

Reviewed: August 23, 2016 – Middlesex County Council

Purpose:

This policy provides a framework for the Middlesex Library Board to manage variable lease rates of library facilities in a way that is reasonable, in the best interests of the County of Middlesex and abides by the requirements of the Municipal Act, the Assessment Act, and other applicable statutes with respect to the leasing of municipal property.

Policy:

This policy applies to existing and proposed leases between municipalities incorporated under the laws of the Province of Ontario (Landlord) and Middlesex County Library Board (Tenant) for library facilities.

Procedure:

RESPONSIBILITY

- 1.1 The Middlesex County Library Board is responsible for ensuring the terms and conditions of the lease held with the municipality.
- 1.2 County Council or its delegated authority will approve all lease rates. All changes to library leases are subject to approval by the Library Board and County Council.

CRITERIA

- 1.3 Library facilities are categorized as Comprehensive, Enhanced and Basic. Eligibility is determined by the Library Board in accordance with the Library Board Facility Policy.

Basic facilities meet basic library needs of population served, programming space is not provided and facility may not meet the requirements of the Library Board Facility Policy.

Enhanced facilities meet the Basic facility criteria, and meet the requirements of the Library Board Facility Policy, provide administrative space for staff and include programming space for programs to be held during open hours.

Comprehensive facilities meet the Enhanced facility criteria, are larger than 6,000 sq. Ft., provide a designated programming space for employment and library-related programs, and secured offices for itinerant providers. Comprehensive facilities must be located in an area of the County identified by the Library Board including: Lucan-Biddulph, Strathroy-Caradoc, North Middlesex, Thames Centre, and Southwest Middlesex.

ALLOCATION

- 1.4 Municipalities wishing to be considered for a lease under this policy can register their interest with the Middlesex County Library Board. It is at the discretion of the Library Board to lease on terms and conditions fixed for purposes which it deems to be in the best interest of the Corporation of the County of Middlesex.

RENT RATES

- 1.5 The Library Board will pay Basic facilities \$7.00 per square foot (2019)
- 1.6 The Library Board will pay Enhanced facilities \$8.03 per square foot (2019)
- 1.7 The Library Board will pay Comprehensive facilities \$11.06 per square foot (2019)
- 1.8 Rates for all Library facilities will be negotiated with appropriate terms that will allow the County to increase fees annually. As a minimum standard, rent increases will be negotiated as annual fixed step increase in line with the Consumer Price Index for Ontario.

Below is the variable lease rates from 2012 to present:

Year	Rate per Square Foot Basic Facilities	Rate per Square Foot Enhanced Facilities	Rate per Square Foot Comprehensive Facilities
2012	\$ 6.28	\$ 7.21	\$ 9.93
2013	\$ 6.37	\$ 7.32	\$ 10.08
2014	\$ 6.43	\$ 7.39	\$ 10.17
2015	\$ 6.56	\$ 7.54	\$ 10.37
2016	\$ 6.63	\$ 7.62	\$ 10.49
2017	\$ 6.73	\$ 7.73	\$ 10.64
2018	\$ 6.84	\$ 7.85	\$ 10.81
2019	\$ 7.00	\$ 8.03	\$ 11.06
2020	\$ 7.13	\$ 8.18	\$ 11.27

SCHEDULE “D”

Initials

LEASE AGREEMENT

THIS INDENTURE OF LEASE made as of the 1st day of February, 2022.

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC**
(hereinafter, the “Landlord”)

- and -

THE MIDDLESEX COUNTY LIBRARY BOARD
(hereinafter, the “Tenant”)

- and -

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter, the “County”)

Hereinafter referred to collectively as the “Parties”

WHEREAS:

- A. The Landlord is a duly incorporated lower-tier municipality in the province of Ontario, Canada, which is governed by Mayor and Council (hereinafter, “**Municipal Council**”) and operated by administration;
- B. The Tenant is both a county library and corporation pursuant to the *Public Libraries Act*, R.S.O. 1990, c. P. 44, as amended, and a local board as defined by the *Municipal Act*, 2001, SO 2001, c 25, as amended;
- C. The Landlord is the registered owner of property municipally known as 34B Frank Street, Strathroy, ON N7G 2R4, (hereinafter, the “**Property**”);
- D. The Tenant wishes to lease a portion of the Property for the purposes of a Municipal Library Administration Office and the Parties deem it desirable to enter into a Lease Agreement for this purpose, subject to the terms and conditions of this Agreement;
- E. The Chief Administrative Officer of the Municipality is authorized by Municipal Council to administer this Agreement in its entirety on the Landlord’s behalf, once this Agreement is endorsed by Municipal Council;
- F. The Tenant’s Chief Executive Officer is authorized by the Tenant to administer this Agreement on its behalf, once it has endorsed this Agreement;
- G. The County is a duly incorporated upper-tier municipality in the province of Ontario, Canada, which is governed by Warden and Council and operated by administration;

- H. The County is a Party to this Agreement for the purpose of receiving releases from liability and insurance security and to assume the obligations of this Agreement and in the event the Tenant terminates this Agreement or ceases to exist as a local board; and
- I. Schedules to this Agreement include:
 - Schedule “A”:** Sketch of the Rented Space
 - Schedule “B”:** Three-Tier Lease Rate For County Library Facilities

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Municipality has demised and leased by these presents doth demise and lease unto the Tenant and its successors the Property.

Recitals

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

Definitions

- 2. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - a. **“Agreement”** means this Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties from time to time.
 - b. **“Annual CPI Adjustment”** means an annual adjustment to the amount of the rental payment compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Consumer Price Index (normally released by Statistics Canada in January of each year) which shall occur annually every February 1st from 2022 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 CPI 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.
 - c. **“Business Day”** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
 - 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. **“Parties”** means the Landlord, the Tenant and the County collectively and “Party” means any one of them.
 - f. **“Rented Space”** means that the Landlord and the Tenant have agreed to enter into this Lease Agreement for the purpose of the Landlord leasing a portion of the Property to the Tenant for the purposes of a Municipal Library & Administration Office, as defined in this Agreement.

Covenants

3. The Parties agree that all obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Term

4. Subject to the termination and amendment provisions of this Agreement, this Agreement shall commence on February 1, 2022 (hereinafter, the “**Effective Date**”) and shall continue for a period of seven (7) years, ending on February 1, 2029 (hereinafter, the “**Term**”).
5. At least six (6) months prior to the end of the Term, the Parties agree to meet to negotiate potential renewal terms. If no agreement is reached prior to the last day of the Term, the Agreement shall expire unless the Parties mutually agree in writing to extend the negotiation period for sixty (60) days (hereinafter, the “**Extension Period**”). In the event renewal terms have not been agreed to by the Parties at the end of the Extension Period, the Agreement shall terminate immediately on the last day of the Extension Period.

Right to Use

6. The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property which is set out in the shaded portion of Schedule “A” hereto, which comprises of the exclusive right to utilize 3,608.4 square feet of space where the Tenant may operate a Municipal Library Administration Office for the Term of this Agreement (hereinafter, the “**Rented Space**”).

Rent

7. The Tenant shall pay to the Landlord a rental rate in accordance with the current Comprehensive Rate which has been determined by the County as part of its “Three-Tier Lease Rate for County Library Facilities Policy For County Library Facilities” (hereinafter, the “**Lease Rate Policy**”) in the amount of \$11.75 per square foot for the base year 2022, calculated on an aggregate area of 3,608.4 square feet, subject to an annual increase thereafter, if any, by way of Annual CPI Adjustment for Ontario as determined by Statistics Canada, together with any increases resulting from a revision or negotiation pursuant to the Lease Rate Policy (hereinafter, the “**Payment**”). A copy of the most recent Lease Rate Policy is attached hereto as Schedule “B” and forms a part of this Agreement. In the event the Lease Rate Policy is amended by County Council during the Term of this Agreement, the Parties hereby agree that Schedule “B” shall be updated to include the most current version of the policy.
8. In each year from the 2022 calendar year through the remainder of the Term, including any renewals thereof, the 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.
9. Save as otherwise provided herein, the Parties acknowledge and agree that this Agreement is an all-inclusive rental agreement and that the Payment is inclusive of rental payment, compensation for increased utility charges incurred by the Landlord due to the use of the Rented Space by the Tenant, authorized users, sub-tenant(s), and any and all other charges as

set out herein.

Specific Landlord and Tenant Covenants

Maintenance and Repair of the Rented Space

10. The Landlord covenants to deliver the Rented Space of the Property to the Tenant in a state of good repair and cleanliness and warrants that upon delivery, the foundation, walls, structure and roof of the Rented Space and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems are in good working order required for the proposed use.
11. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall maintain the Rented Space of the Property in a good state of repair and cleanliness as provided herein. Without limiting the foregoing, the Landlord agrees that it shall ensure that the foundation, walls, structure and roof of the Rented Space of the Property remain structurally sound and that the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Rented Space is maintained in good and working condition and provide for reasonable conditions of temperature, humidity, sanitation and air quality.

(b) Notwithstanding any other provision of this Lease, if the Rented Space, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Property, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Property are put in a state of disrepair or are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, sub-contractors or anyone permitted by it to be in or on the Property by the Tenant, regular wear and tear excepted, the expense of the necessary repairs, replacements or alterations shall be borne entirely by the Tenant and paid to the Landlord forthwith on demand as additional rent. In the event that such repairs are undertaken by the Landlord as a result of negligence, carelessness or misuse by the Tenant, wear and tear excepted, the amount to be paid shall include a sum equal to fifteen percent (15%) thereof for overhead and such payment shall be made by the Tenant within a period of fifteen (15) days from Tenant's receipt of the invoice.
12. The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall make all necessary repairs (including partial and/or full replacement) of the foundation, walls, structure and roof of the Rented Space and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Rented Space at its sole expense. The Landlord agrees that it shall make all reasonable efforts when conducting maintenance and repairs to do so in a fashion that minimizes disturbance to the Tenant.
13. Subject to section 12 above and at no additional cost to the payment payable by the Tenant, the Landlord shall provide such interior cleaning services of the Rented Space necessary to keep the Rented Space in a state of cleanliness reasonably expected of a Library Administration Office (hereinafter, referred to as "**Cleaning Services**").
14. Without limiting the Landlord's responsibility with respect to section 13 above, Cleaning Services shall include vacuuming, floor cleaning, dusting, removal of trash, recycling and any other reasonable cleaning service necessary to meet its obligation set out in this Agreement.
15. The Landlord shall provide to the Tenant a record of Cleaning Services at any time upon the request of the Tenant, and such record shall demonstrate when Cleaning Services were provided in the Rented Space. The Landlord shall retain such records in accordance with

sections 254 and 255 of the *Municipal Act, 2001* RSO 2001, c. 25, as amended or replaced.

16. Subject to the responsibility of the Landlord for providing Cleaning Services, as provided for in sections 13-14 above, the Tenant agrees that it will endeavour to keep the Rented Space in reasonably neat and tidy condition when conducting its operations. Failure to do so may result in a notice being provided to the Tenant upon which the Tenant shall be provided a period of thirty (30) days to rectify the situation. Should the Tenant fail to take steps to rectify the situation, the Landlord shall charge as additional rent to the costs associated with having to perform any additional cleaning services directly as a result of the Tenant's failure to keep the Rented Space in a neat and tidy condition.
17. The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall maintain and keep clean and tidy all outside grounds of the Property and will not allow garbage, waste or objectionable material to accumulate on the Property, including but not limited to the entrances to the Property, Library Administration Office, parking lot, and sidewalks. At its sole expense for the duration of the Term, including any renewals thereof, the Landlord shall provide all lawn cutting, landscaping, snow and ice removal and all other ground maintenance services on the Property.

Quiet Enjoyment and Access

18. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall provide the Tenant with quiet enjoyment of the Rented Space to whereby the Tenant may operate a Municipal Library Administration Office, and allow the Tenant to access and occupy the Rented Space at any time or hour desired by the Tenant, subject to any security measures required by the Landlord.
- (b) The Tenant covenants that the Landlord may peaceably and quietly hold, use and enjoy the Property (excluding the Rented Space) for the Term without any unreasonable hindrance, interference, nuisance or interruption by the Tenant, or by any other person allowed access to the Property and the Library Administration Office by, through or under the Tenant.

Inspection and Notification of Accidents/Defects

19. The Tenant covenants to permit the Landlord to enter into and view the state of repair of the Rented Space at any reasonable time.
20. The Tenant covenants that its employees shall give the Landlord reasonable notice of any accident, damage to or other defect on the Property that it obtains knowledge of with respect to:
 - (a) the foundation, walls, structure and/or Connections of the Rented Space;
 - (b) the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Rented Space; and/or
 - (c) the water supply/quality, sewage, waste disposal, drainage, temperature, and/or air quality at the Rented Space.

Utilities, Water and Municipal Taxes

21. The Landlord covenants that it shall provide, pay for and maintain at its sole expense for the entirety of the Term and any renewals thereof, all heat, electricity, water, gas and light required for the Tenant to conduct its operations in the Rented Space, including the costs of any installation, maintenance, service or work necessary to supply the utilities to the Rented Space.
22. In addition to section 21 above, the Landlord covenants that for the entirety of the Term and any renewals thereof, the Landlord shall provide safe drinkable water to all taps/faucets within the Rented Space.
23. The Landlord covenants that for the entirety of the Term and any renewals thereof, the Landlord shall pay all municipal taxes attributable to the Rented Space and the balance of the Property.

Connections and Utilization Thereof

24. (a) The Landlord covenants that for the entirety of the Term and any renewals thereof, it shall provide cat5e cabling within the structure (walls) of the Rented Space which provides a minimum of 100 megabits (Mb) per second of bandwidth to switch or router and is accessible to the Tenant from the inside the Rented Space (hereinafter, referred to as “**Connections**”) for the exclusive use of the Tenant for its phones/fax/networks etc.
- (b) The Tenant agrees that it shall be fully responsible, independent of the Landlord, to pay the full cost of fees and charges incurred in order to utilize the Connections provided by the Landlord. Such fees and charges will include without limitation, the cost of servicing, internet line(s) and phone lines(s).

Furnishings

25. The Tenant shall be fully responsible for its own furnishings, including but not limited to the supply office, board room, storage room, furniture, equipment and supplies, however, the Landlord shall supply all rest rooms.

Alterations, Installations and Trade Fixtures

26. During the Term and any renewals thereof, the Tenant may make cosmetic alterations (i.e. paint, carpet, tile, etc.) to the Rented Space that do not involve changes to the structure of the Rented Space or to the heating, ventilation, air conditioning, mechanical, plumbing, electrical systems and Connections serving the Rented Space at its sole discretion without the written consent of the Landlord and any such cosmetic alterations shall be at the sole cost and expense of the Tenant. Notice of such cosmetic alterations including the timing of the completion of the any cosmetic alterations shall be provided to the Landlord in writing prior to commencing the cosmetic alterations.
27. Prior to the Tenant taking possession of the Rented Space, the Tenant may install shelving for Library Administration Office operations, which shall be deemed to be the property of the Tenant and to be Trade Fixtures. During the Term and any renewals thereof, the Tenant may install such additional Trade Fixtures in its sole and absolute discretion as it sees fit. At

the termination of this Agreement or any renewals thereof, the Tenant shall have the right to remove any and all Trade Fixtures. The Tenant acknowledges and agrees that in the event it removes Trade Fixtures, either during the Term or following the termination of this Agreement, it shall compensate and make whole the Landlord for any damages caused to the Rented Space as a result of installation and removal of Trade Fixtures.

Staffing

28. The Tenant shall be fully responsible for all staffing costs for its operations in the Rented Space. All persons employed by the Tenant in connection with the Tenant's operations shall be employees of the Tenant for all purposes and the Landlord shall under no circumstances be deemed the employer of any staff members employed by the Tenant. The Tenant and Landlord agree that each of them shall at their own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and other like statutorily required coverage with respect to their own respective employees.

Compliance with Law

29. The Tenant agrees that at all times during the Term and any renewals thereof, it shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws.

Authorized Usage, Sub-letting and Assignment

30. (a) Usage of the Rented Space shall be in accordance with the Middlesex County Library Board Policy.
- (b) The Tenant may assign its rights and obligations under this Agreement to other governmental agencies or not-for-profit and charitable organizations with the prior written consent of the Landlord, provided that the amount to be paid by the assignee shall not be in excess of the amount paid by the Tenant. This Agreement, including any renewals thereof, and any right or obligation provided for in this Agreement or any renewals thereof shall not be assigned by the Landlord without the prior written consent of the Tenant.
31. The Tenant acknowledges and agrees that in the event it authorizes users to use a portion of the Rented Space or sub-lets a portion of the Rented Space pursuant to section 31(a-b) above, the Tenant and the County shall remain bound by all obligations pursuant to this Agreement for the balance of the Term and any renewals thereof.

Liability, Indemnification and Insurance

Landlord Responsible for the Property (Other than the Rented Space), its Operations and its Employees

32. In addition to and without limiting any other provision of this Agreement, the Landlord covenants that it shall be fully responsible for the following:
- (a) any portion of the Property that does not make up the Rented Space, including but not limited to the attached museum property and Library Administration parking lot;
- (b) its own municipal operations/activities;

- (c) maintenance of the Library Administration Office, Property parking lot and the Property (including but not limited to snow/ice removal and access/egress to the Library Administration Office); and
 - (d) its own employees, Councillors, officers, directors, agents and consultants engaging in the furtherance of their municipal duties, wherever situate.
33. The Landlord hereby agrees to release, indemnify, defend and hold harmless the Tenant and the County, including each their respective members, employees, sub-tenant(s), Councillors, officers, directors, representatives, agents, legal counsel and consultants (as applicable) from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which:
- (a) occurs on any portion of the Property that does not make up the Rented Space; and/or
 - (b) is caused by its own employees, Councillors, officers, directors, agents and consultants, wherever situate, acting in the course of their municipal duties and/or performing obligations required to be performed pursuant to this Agreement;

save and except those which:

- (i) occur in the Rented Space and do not involve a Landlord employee acting in the course of his/her municipal duties and/or performing obligations required to be performed pursuant to this Agreement;
- (ii) are caused by the Tenant's own employees, members, officers, directors, agents, representatives and consultants engaging in the furtherance of its operations;
- (iii) are caused by the operations of the Tenant, authorized users, sub-tenant(s) or employees thereof in the furtherance of the operations of the Tenant or any of its authorized users or sub-tenant(s);
- (iv) are sustained by either the Tenant's or the Tenant's sub-contractor(s)' employees during the course of their employment which are covered by WSIB coverage; and/or
- (v) are caused by the negligence or willful conduct of the Tenant, its authorized users, sub-tenant(s) or by those for whom the Tenant is at law responsible.

Landlord's Insurance Coverage

34. The Landlord agrees that it shall at its own expense, obtain and maintain in full force and effect during each year of this Agreement and any renewal thereof and for an additional three (3) years following the termination of this Agreement or any renewal thereof, the following policies of insurance coverage:
- (a) Commercial General Liability Insurance ("CGL") on an occurrence basis insuring

against damages to persons (personal injury, including death) and property, contractual liability, employer's liability, and employee benefits liability with a limit of not less than five million dollars (\$5,000,000.00) per occurrence or such greater amount that any Party may from time to time request and/or reasonably require. The CGL shall:

- (i) include the Tenant and the County as additional insured;
- (ii) contain a cross-liability clause;
- (iii) contain a severability of interests clause endorsement;
- (iv) contain a clause including contractual liability coverage arising out of this Agreement; and shall
- (v) not be subject to a deductible limit in excess of ten thousand dollars (\$10,000.00).

The above noted CGL shall include a provision that if cancelled or changed in any manner that would affect the Parties as outlined in the coverage specified, the insurer will endeavor to provide thirty (30) days prior written notice by mail or facsimile transmission to the Parties.

- (b) Errors and Omissions coverage for potential errors and omissions arising from the operations of its employees (including employee benefits liability) in an amount not less than five million dollars (\$5,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the Tenant and the County as additional insured.
- (c) A certificate of insurance evidencing the effective status of the coverage is to be provided by the Landlord at the commencement of the term of this Agreement and at the commencement of any renewal period. The insurance shall be maintained for an additional three (3) years following the termination of this Agreement and any renewals thereof. The Landlord shall advise the Tenant of any changes to the insurance and shall provide a certificate with respect to any such changes. In the event the insurance policy contains an insured vs. insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the insurance policy is to be cancelled or non-renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the Tenant and the County. The post-termination insurance covenants above shall survive the termination of this Agreement.

Tenant Responsible for Rented Space and its Operations, Employees, Authorized Users and Sub-tenants

36. In addition to and without limiting any other provision of this Agreement, the Tenant covenants that it shall be fully responsible for the following:

- (a) the Rented Space, except for the actions of the employees of the Landlord in the Rented Space in furtherance of their municipal duties, landlord duties, and/or duties required to be performed pursuant to this Agreement;
 - (b) its operations/activities;
 - (c) its own employees, members, officers, directors, agents, representatives and consultants engaging in the furtherance of its operations; and
 - (d) the operations and actions of any of its Community Partners, authorized users and sub-tenant(s).
37. The Tenant hereby agrees to release, indemnify, defend and hold harmless the Landlord, including each of its respective employees, Councillors, officers, directors, representatives, agents, legal counsel and consultants from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which:
- a. occurs on the Rented Space; and
 - b. is caused by its own employees, members, officers, directors, sub-tenants, agents, Community Partners, authorized users, and representatives or consultants in the course of their duties for the Tenant;
- save and except those which:
- i. are caused by the Landlord's employees, Councillors, officers, directors, agents and consultants, wherever situate, in the course of their municipal duties and/or while performing duties required to be performed pursuant to this Agreement;
 - ii. involve injuries to Landlord's employees engaged in the course of their employment for the Landlord, which are covered by WSIB; and/or
 - iii. are caused by the willful or negligent conduct of the Landlord.

Tenant's Insurance Coverage

38. The Tenant agrees that it shall at its own expense, obtain and maintain in full force and effect during each year of this Agreement and any renewal thereof, and for an additional three (3) years following the termination of this Agreement or any renewal thereof, the following policies of insurance coverage:
- a. Commercial General Liability Insurance ("CGL") on an occurrence basis insuring against damages to persons (personal injury, including death) and property, contractual liability, employer's liability, and employee benefits liability with a limit of not less than five million dollars (\$5,000,000.00) per occurrence or such greater amount that any Party may from time to time request and/or reasonably require. The CGL shall:

- i. include the Landlord as additional insured;
- ii. contain a cross-liability clause;
- iii. contain a severability of interests clause endorsement;
- iv. contain a clause including contractual liability coverage arising out of this Agreement;
- v. contain tenant's liability (all risks) coverage for all obligations pursuant to the Rental Agreement; and shall
- vi. not be subject to a deductible limit in excess of twenty-five thousand dollars (\$25,000.00).

The above noted CGL shall include a provision that if cancelled or changed in any manner that would affect the Parties as outlined in the coverage specified, the insurer will endeavor to provide thirty (30) days prior written notice by mail or facsimile transmission to the Parties.

- b. Errors and Omissions coverage for potential errors and omissions arising from the operations of its employees (including employee benefits liability) in an amount not less than five million dollars (\$5,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the Landlord and the County as additional insured.
- c. A certificate of insurance evidencing the effective status of the coverage is to be provided by the Tenant at the commencement of the term of this Agreement and at the commencement of any renewal period. The insurance shall be maintained for an additional three (3) years following the termination of this Agreement and any renewals thereof. The Tenant shall advise the Landlord of any changes to the insurance and shall provide a certificate with respect to any such changes. In the event the insurance policy contains an insured vs. insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the insurance policy is to be cancelled or non-renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the Landlord and the County. The post-termination insurance covenants above shall survive the termination of this Agreement.

Proof of Insurance

39. The Landlord and the Tenant agree that they will provide each other and the County with proof of insurance, identifying all lines of coverage required by this Agreement by means of Certificate(s) of Insurance in a form satisfactory to the Parties each year, or ten (10) days prior to renewal of each insurance policy, and for an additional three (3) years following the termination of this Agreement and any renewals thereof.
40. In addition to and without limiting the foregoing, the Landlord and the Tenant shall at any time requested by any Party, provide another Party with proof of insurance. The Parties further agree that they shall not change, amend or cancel the insurance policies of this Agreement during the term of this Agreement or any renewals thereof without the written consent of the Parties to this Agreement.

Termination

41. Either Party may terminate this Agreement at any time, upon presentation of at least eighteen (18) months of written notice given to the other Party.
42. This Agreement may be terminated at any time, upon both Parties mutually agreeing in writing to terminate this Agreement, and the Parties agree that such termination shall be deemed to be effective sixty (60) days from the date of termination in order to allow the Parties to calculate all expenses to the effective date of the termination.
43. In the event of termination pursuant to this Agreement, any monies owing to the Landlord which have not been paid shall forthwith be paid to the Landlord prior to the date of the said termination. Further, in the event there are any monies for services paid by the Tenant for occupancy which has not been provided by the Landlord, such monies shall be returned forthwith by the Tenant to the Landlord.
44. In the event the Tenant ceases to exist as a local board, the County shall assume the Tenant's obligations under this Agreement for the continuation of the Term and shall have the option to assume the rights of the Tenant for any renewals thereof. In the event the Landlord dissolves as a corporation, this Agreement shall terminate as of the date the Landlord ceases operation as a corporation. The Tenant and the Landlord each covenant to inform each other as soon as either has knowledge that either the dissolution of the Tenant as a local board or the cessation of operations of the Landlord is either being considered and/or has any semblance of likelihood.
45. Upon termination of this Agreement, the Tenant agrees to remove its permitted chattels and Trade Fixtures and vacate the Rented Space, leaving it in good repair, reasonable wear and tear excepted.

Damage by Fire or Elements

46. If during the Term of this Agreement or any renewal thereof, the Rented Space is destroyed or damaged by fire or the elements and other termination provisions contained in this Agreement have either not been invoked or have not become effective, the following provisions shall have effect:
 - a. If the Rented Space is so badly damaged that in the opinion of the Landlord's architect or professional engineer it is unfit for occupancy and is incapable of being repaired with reasonable diligence within 180 days of the occurrence of such damage, then at the option of the Tenant, the Term shall cease from the date that such damage or destruction occurred. In the event the aforementioned option is exercised by the Tenant, the Tenant shall immediately surrender possession of the Rented Space to the Landlord and the Landlord shall refund any monies paid by the Tenant for occupancy which is not provided by the Landlord.
 - b. If the Rented Space is capable with reasonable diligence, in the opinion of the Landlord's architect or professional engineer, of being repaired and made fit for occupancy within 180 days from the occurrence of such damage, the Landlord shall repair the damage with all reasonable speed. Payment for the time period

when the process of repair is ongoing shall not be owed by the Tenant to the Landlord and if already paid by the Tenant for the repair period, shall be refunded to the Tenant. Regular payment by the Tenant to the Landlord shall re-commence immediately after such repairs are completed.

Insurance Proceeds

47. Notwithstanding Section 46, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Rented Space, or are not payable to or received by the Landlord, or in the event that any person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event that the Landlord is not able to obtain all necessary approvals and permits to rebuild the Rented Space, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Rented Space to the Landlord.

Notices

48. Any Communication shall be in writing and may be delivered:
- a. personally or by courier;
 - b. by prepaid registered mail; or
 - c. by facsimile; or
 - d. by email or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the three methods of delivery referred to above.
49. Any Communication shall be delivered to the persons and addresses as follows:

to the Landlord at:

The Corporation of the Municipality of Strathroy-Caradoc
 52 Frank St
 Strathroy, ON N7G 2R4
 Attention: Chief Administrative
 Officer / Municipal Clerk

Tel. No.: (519) 245-1105 x256
 Facsimile No: (519) 2145-6353

to the Tenant at:

The Middlesex County Library Board
 Administration Offices
 399 Ridout Street North
 London, Ontario N6A 2P1
 Attention: Chief Executive Officer

Tel. No.: (519) 434-7321 x2338
 Fax No.: (519) 434-0638

to the County at:

The Corporation of the County of Middlesex
 Administration Offices
 399 Ridout Street North
 London, Ontario N6A 2P1
 Attention: County Clerk
 Tel. No.: (519) 434-7321 x2250
 Fax No.: (519) 434-0638

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.

50. Any Communication delivered to the 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 4:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

51. 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

52. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section 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.
53. The Parties agree and warrant that in the event this Agreement is renewed, amended or replaced, such amendments or replacement shall be worded to take full force and effect on the 1st day of January for the year in which the amendment or new agreement is made.

Enurement

54. This Agreement enures to the benefit of and is binding upon the Parties and their respective Councils, members, administrators, employees, successors, employees, agents, representatives, consultants and permitted assigns.

Dispute Resolution

55. 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.

Entire Agreement

56. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the renting of the Rental Space and associated potential liability. This Agreement, inclusive of its schedules, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties and the Parties hereby 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 its schedules. 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.

Voluntary Enforceable Agreement

57. The Parties warrant that this Agreement is voluntary and that each Party has had an opportunity to seek the advice of separate and independent legal counsel with respect to this Agreement.
58. The Landlord and the Tenant agree that they have the legal right and ability to enforce the said provisions of this Agreement hereunder against each other and both the Landlord or the Tenant are estopped from pleading or asserting otherwise in any action or proceeding.

Counterparts

59. 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

60. Each section of this Agreement is distinct and severable. If any section 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 sections 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

61. 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) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and 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 STRATHROY-CARADOC**

Date: _____, 2022

Address:
Attn: Municipal Clerk
52 Frank St
Strathroy, ON N7G 2R4

Per: _____

Mayor

Per: _____

Clerk

We have authority to bind the Corporation

**THE MIDDLESEX COUNTY LIBRARY
BOARD**

Date: _____, 2022

Address:
Attn: Chief Executive Officer
Administration Offices
399 Ridout Street North
London, ON N6A 2P1

Per: _____

Jim Maudsley, Chair

Per: _____

Bill Rayburn, CEO

We have authority to bind the Corporation

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Date: _____, 2022

Address:
Attn: County Clerk
Administration Offices
399 Ridout Street North
London, ON N6A 2P1

Per: _____

Allison Warwick, Warden

Per: _____

Marci Ivanic, Clerk

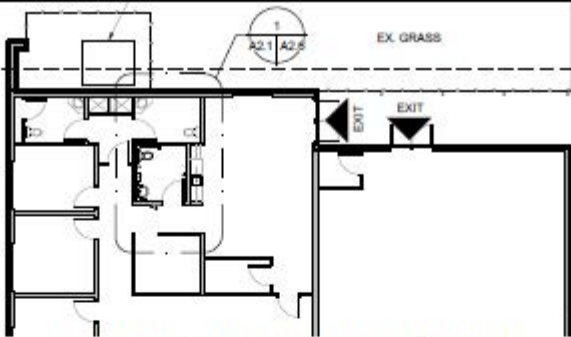
We have authority to bind the Corporation

SCHEDULE “A”
Sketch of the Rented Space

EX. GRASS

EX. SIDEWALK

EX. GRASS



EX. GRASS

EX. SIDEWALK

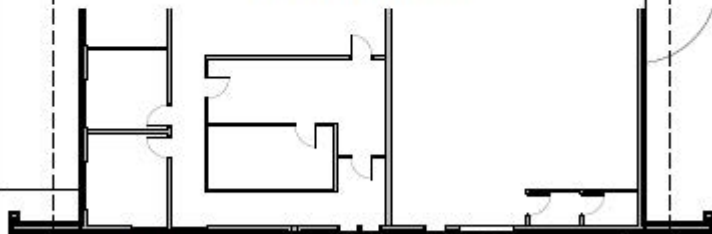
EXIT

EXIT

STRATHROY LIBRARY HEADQUARTERS
34 FRANK STREET

EX. PATIO

1
A2.1 A2.2



EX. GARDEN

ENTRANCE

ENTRANCE

GV DOOR

EX. SIDEWALK

EX. LOADING

EX. SIDEWALK

EX. GRASS

SCHEDULE “B”
Three-Tier Lease Rate
For County Library
Facilities

Subject: VARIABLE LEASE RATES - LIBRARIES

Scope: MIDDLESEX COUNTY LIBRARIES

Issued: December 18, 2012

Revised: May 28, 2019, April 14, 2020

Reviewed: August 23, 2016 – Middlesex County Council

Purpose:

This policy provides a framework for the Middlesex Library Board to manage variable lease rates of library facilities in a way that is reasonable, in the best interests of the County of Middlesex and abides by the requirements of the Municipal Act, the Assessment Act, and other applicable statutes with respect to the leasing of municipal property.

Policy:

This policy applies to existing and proposed leases between municipalities incorporated under the laws of the Province of Ontario (Landlord) and Middlesex County Library Board (Tenant) for library facilities.

Procedure:

RESPONSIBILITY

- 1.1 The Middlesex County Library Board is responsible for ensuring the terms and conditions of the lease held with the municipality.
- 1.2 County Council or its delegated authority will approve all lease rates. All changes to library leases are subject to approval by the Library Board and County Council.

CRITERIA

- 1.3 Library facilities are categorized as Comprehensive, Enhanced and Basic. Eligibility is determined by the Library Board in accordance with the Library Board Facility Policy.

Basic facilities meet basic library needs of population served, programming space is not provided and facility may not meet the requirements of the Library Board Facility Policy.

Enhanced facilities meet the Basic facility criteria, and meet the requirements of the Library Board Facility Policy, provide administrative space for staff and include programming space for programs to be held during open hours.

Comprehensive facilities meet the Enhanced facility criteria, are larger than 6,000 sq. Ft., provide a designated programming space for employment and library-related programs, and secured offices for itinerant providers. Comprehensive facilities must be located in an area of the County identified by the Library Board including: Lucan-Biddulph, Strathroy-Caradoc, North Middlesex, Thames Centre, and Southwest Middlesex.

ALLOCATION

- 1.4 Municipalities wishing to be considered for a lease under this policy can register their interest with the Middlesex County Library Board. It is at the discretion of the Library Board to lease on terms and conditions fixed for purposes which it deems to be in the best interest of the Corporation of the County of Middlesex.

RENT RATES

- 1.5 The Library Board will pay Basic facilities \$7.00 per square foot (2019)
- 1.6 The Library Board will pay Enhanced facilities \$8.03 per square foot (2019)
- 1.7 The Library Board will pay Comprehensive facilities \$11.06 per square foot (2019)
- 1.8 Rates for all Library facilities will be negotiated with appropriate terms that will allow the County to increase fees annually. As a minimum standard, rent increases will be negotiated as annual fixed step increase in line with the Consumer Price Index for Ontario.

Below is the variable lease rates from 2012 to present:

Year	Rate per Square Foot Basic Facilities	Rate per Square Foot Enhanced Facilities	Rate per Square Foot Comprehensive Facilities
2012	\$ 6.28	\$ 7.21	\$ 9.93
2013	\$ 6.37	\$ 7.32	\$ 10.08
2014	\$ 6.43	\$ 7.39	\$ 10.17
2015	\$ 6.56	\$ 7.54	\$ 10.37
2016	\$ 6.63	\$ 7.62	\$ 10.49
2017	\$ 6.73	\$ 7.73	\$ 10.64
2018	\$ 6.84	\$ 7.85	\$ 10.81
2019	\$ 7.00	\$ 8.03	\$ 11.06
2020	\$ 7.13	\$ 8.18	\$ 11.27

Meeting Date: February 8, 2022

Submitted by: Chris Traini, County Engineer

Subject: Truck Purchase

Two Wheel Drive ½ Ton Pick-up Truck – T-31

BACKGROUND:

The normal practice of the County of Middlesex is to procure equipment for the fleet through the tendering process in the fall prior to the year the equipment is scheduled for replacement. The worldwide COVID pandemic has created extreme shortages in the supply of pick-up trucks and County staff we not able to procure this equipment through normal purchasing measures.

ANALYSIS:

Truck 31 is a foreman's truck that has been in the fleet since 2015 and is scheduled for replacement as recommended in the 2022 five year equipment replacement program as approved by County Council in 2021. County staff were unable to procure this equipment through normal methods and have been actively searching for a replacement vehicle in the new and used market around London, Middlesex and our neighbouring Counties.

McNaughton Dodge Chrysler Inc. have a 2021 RAM 1500 ½ ton pick up truck on hand and have provided a quoted price of \$51,500.00 plus HST. This truck would meet or exceed County specifications and the purchase of this vehicle is recommended by the County Engineer. This is over \$10,000 more than the amount budgeted in the 5-year equipment replacement guide, but the supply of pick up trucks is simply unavailable and delaying the purchase further would compromise the reliability of the truck currently in the fleet.

County staff are still having difficulty procuring the replacements of two crew-cab pick up trucks, also recommended for replacement in 2022, and a future report will be submitted to Council with options for these and future purchases of other vehicles where the supply chain has been negatively impacted by the pandemic.

RECOMMENDATION:

That the quote submitted by McNaughton Dodge Chrysler Inc. for the supply of a 2021 RAM 1500 for \$51,500.00 (plus HST) be accepted.



County Council

Meeting Date: February 8, 2022

Submitted by: Neal Roberts, Chief – Middlesex-London Paramedic Service
and Director of Emergency Services

Subject: Establishment of a Community Paramedicine Reserve Account

BACKGROUND:

Middlesex-London Paramedic Service has been operating a Community Paramedicine Program since (approximately) 2013. Over the last couple of years, it was necessary to purchase/rent vehicles from Middlesex-London Paramedic Service to allow for transportation requirements of the Community Paramedics. Three (3) used vehicles were purchased by the Community Paramedic Program through funds that were provided through their funding envelope. These vehicles have served the needs of the Community Paramedic Program at that time.

During the 2020/21 Year, Community Paramedicine received a 3 year grant with start up funds to start up a Community Paramedicine Long Term Care Program. As part of this program 4 brand new vehicles were purchased to support Community Paramedicine. In order to provide Middlesex-London Paramedic Service with administrative vehicles, it was agreed to have the first three (3) units appraised and sold back from Community Paramedicine to Middlesex-London Paramedic Service.

ANALYSIS:

In order to finalize the sale of the three (3) units to Middlesex-London Paramedic Service a Reserve Account will need to be established for Community Paramedicine. All Reserve Accounts must receive the approval of County Council to become established (as per past practice). The Purpose of this account is to seek County Council authorization to establish a Reserve Account for Community Paramedicine and to authorize the proceeds from the three (3) vehicles and the surplus revenues to be

deposited into this account. Any future withdrawal from this account will be required to follow established County Policies and practices.

RECOMMENDATION:

That County Council authorize Middlesex-London Paramedic Service Community Paramedicine Program to establish a reserve account for future use and that the sale of the vehicle proceeds and other revenues be transferred to this reserve account.

Meeting Date: February 8, 2021

Submitted by: Wayne Meagher (County Barrister & Solicitor) & Chris Traini (County Engineer)

SUBJECT: XPLORNET TELECOMMUNICATIONS MUNICIPAL ACCESS AGREEMENT

BACKGROUND:

Xplornet is the successful bidder of a SWIFT project for fibre-optic installation in the County of Middlesex and Thames Centre (TC). The Middlesex County Barrister and Solicitor's Office on joint retainer for Middlesex County and TC, together with the County Engineer and TC's Director of Public Works discussed entry into a Telecommunications Municipal Access Agreement with Xplornet's team for each municipality. We proceeded to obtain from Xplornet a willingness to endorse the County and complimentary TC blanket Municipal Access Agreement.

ANALYSIS:

The County Telecommunications blanket Municipal Access Agreement focuses on the requirements for telecoms to obtain regular permits, be responsible for causal costs fees that the municipality's keep lower than many other municipalities but also ensure that taxpayer costs are covered/the municipality is not subsidizing the telecommunications field beyond County Council's official authorized subsidization of \$784,063.00 to the SWIFT fibre installation initiative. The practice of minimizing a causal costs fee while covering causal costs is encouraged by the publications of the Federation of Canadian Municipalities and the County's blanket Municipal Access Agreement has been recognized by the International Municipal Lawyers' Association working group as a model document.

With respect to security, the Agreement provides the County Engineer with access to acceptable security to prevent loss and mitigates any damages that the County may suffer as a result of the infrastructure during the length of the Agreement (5 years + 3 additional options of 5 years each).

The County form of blanket Municipal Access Agreement since its approval in early 2021 has been endorsed by both large and small telecoms and all of the various successful proponents of the SWIFT fibre installation project across Middlesex County. It has also

been adapted and endorsed in connection with projects on local roads in Middlesex Centre, Southwest Middlesex, and Thames Centre, providing for administrative ease and efficiency for working on County-wide basis. The County appreciates telecoms acting in Middlesex County, supports them as community contributors, and looks forward to the build-out of the SWIFT and other fibre initiatives.

FINANCIAL IMPLICATIONS:

The blanket nature of the County Municipal Access Agreement allows municipalities in the geography of Middlesex County to fluidly manage their road allowance infrastructure, ensures uniform cost recovery at the lowest cost to the telecom, upholds the principle of 'development paying for development' subject only to official subsidization choices by Councils (i.e. the County's SWIFT contribution), and provides for ease of Project discussions and administration.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, and Objectives: Cultivating Community Vitality, Connecting through Infrastructure, and strengthening our Economy.

RECOMMENDATION:

That the Xplornet Telecommunications Municipal Access Agreement be approved and endorsed.

Attachment:

Xplornet Telecommunications Municipal Access Agreement

TELECOMMUNICATIONS MUNICIPAL ACCESS AGREEMENT

This **MUNICIPAL ACCESS AGREEMENT** effective the 8th day of February, 2022 (the “Effective Date”).

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

(hereafter the "**County**")

OF THE FIRST PART

- and –

XPLORNET COMMUNICATIONS INC.

(hereafter the "**Company**")

OF THE SECOND PART

WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the County (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the County’s consent to construct its Equipment Within the ROWs and the County is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the County on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the County hereby provides its consent;

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

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Where not defined else where in this Agreement, the following words and phrases shall have the following meanings:

- (a) “**Above Ground Equipment**” means, any structure located on the surface of the ROW used to house or support the equipment and includes cabinets, pedestals, poles and lamp poles but excludes serial equipment;
- (b) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;
- (c) “**Anti-Bribery Law**” means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign

Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;

- (d) **“County Engineer”** means the County’s reviewing authority or the individual designated by him or her;
- (e) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission;
- (f) **“Emergency”** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- (g) **“Excavation”** means the breaching or breaking up of the hard surface of the ROW, and includes activities such as day lighting, test pitting, digging pits and directional boring but excludes hand digging;
- (h) **“Equipment”** means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
- (i) **“Hazardous Substance”** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (j) **“Municipal Consent”** or **“MC”** means the written consent of the County, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
- (k) **“Roads Permit”** or **“Permit”** means a permit that provides approval, including where required Municipal Consent, for the Work and may be: Access/Entrance Permits, Work Permits, and Moving Oversize Load/Weight Vehicles Permits;
- (l) **“Service Drop”** means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
- (m) **“Term”** means the Initial Term and the renewal options described in subparagraph 9.1(a) of this Agreement, subject to the termination provisions in subparagraphs 9.2, 9.3 and 9.4.
- (n) **“Third Party”** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
- (o) **“Work”** means, but is not limited to, any adjustment, alteration, breaking up, construction, disturbance, excavation, installation, maintenance, removal, operation, relocation, repair, replacement, restoration on, under, over, or within any ROW, including any Equipment therein, and the use of any oversize/overweight vehicles in connection with the Work.

1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.3 **Recitals, Schedules and Incorporated Documents.** The “recitals”, *Schedule “A”*, *Schedule “B”*, the by-laws referred to in *Schedule “B”*, *Schedule “C”*, and Municipal Standards referred to in this Agreement are hereby incorporated by reference into this Agreement and form a part thereof:

Initials: _____

Schedule “A” – Relocation Costs
Schedule “B” – Permit Fees
Schedule “C” – Permits Required

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The County hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (“**Municipal Standards**”) pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.
- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the County on Third Parties to use or access the ROWs
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the “**New Equipment**”), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing municipal access agreement with the County (the “**Old MAA**”) and the Company, directly or indirectly, acquires the rights and obligations under the Old MAA, the Old MAA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the County any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The County makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.

3. APPLICABLE PERMITS

3.1 Permits.

- (a) Subject to Section 3.2, 3.4, and ***Schedule “C” Permits Required***, which is attached hereto and forms a part of this Agreement, the Company shall not excavate, break up, disturb, or move oversized or overweight vehicles, or do any Work within any ROW without first obtaining the applicable Permits, being a Municipal Consent and/or Roads Permit(s), as the case may be.

Initials: _____

- (b) For each Permit required above, the Company shall submit to the County a completed application, in a form that matches the Permit specified in *Schedule "C"* to the satisfaction of the County.
- 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may conduct the activities identified in the "*Notification Only*" and "No Further Permit or Notification" Categories with only advance notice or notification as identified in *Schedule "C" Permits Required*, without first obtaining a Permit, provided that in no case shall the Company break up or otherwise disturb the hard surface of the ROW without the Municipality's prior written consent.
- 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within ninety (90) days of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the County, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.4 **Submission of plans.** Unless otherwise agreed to by the County, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the County Engineer:
 - (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the County within which the Work is proposed to take place;
 - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
 - (c) all other relevant plans, drawings and other information as may be normally required by the County Engineer from time to time for the purposes of issuing Permits.
- 3.5 **Refusal to issue Permits.** The County may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the County. Without limiting the foregoing, the County may refuse to issue a Permit where, in the opinion of the County Engineer, there is insufficient space Within a ROW to accommodate the proposed Equipment taking into account existing and potential future public service infrastructure.
- 3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.
- 3.7 **Temporary changes by County.** Notwithstanding any other provision in this Agreement, the County reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The County shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the County shall provide such advance notice as is reasonably possible in the circumstances.

Initials: _____

4. MANNER OF WORK

- 4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the County and in accordance with:
- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
 - (b) the Municipal Guidelines;
 - (c) this Agreement; and
 - (d) the applicable Permits issued under Section 3.1.
- 4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the County.
- 4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.
- 4.4 **Stoppage of Work.** The County may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the County shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the County shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the County shall advise the Company immediately that it can commence the Work.
- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment within the ROW, the Company shall make best efforts to coordinate its work with other existing and new occupants of the ROW. Where the Company is installing equipment within a ROW, the Company shall use its best efforts to reach an agreement for the use of shared infrastructure wherever possible and demonstrate that those efforts have been made to the County.
- 4.6 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.7 **Emergency contact personnel.** The Company and the County shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.8 **Emergency work by County.** In the event of an Emergency, the County may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the County's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.9 **"As-built" drawings.** The Company shall, no later than ninety (90) days after completion of any Work, provide the County Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the County Engineer, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the County's GIS mapping. As-built information is provided a reference only. The County shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the County only and shall not be distributed or disclosed to other parties without prior written consent of the Company.

Initials: _____

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

5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the County. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the County.

- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid, as follows:

- (a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the County may require that the Company grind and overlay the full lane width of pavement in the ROW;
- (b) if pavement has been repaved or overlaid during the two-year period immediately prior to the date of issuance, then the County may require that the Company grind and overlay the full width of the pavement in the ROW;
- (c) in either subsections (a) or (b) above, if Third Parties, including the County as a provider of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company and the Third Parties on the basis of the area of their respective cuts.

- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the County.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the County until such time as the final repair is completed by the Company, or, where the County is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the County, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

- 5.5 **Repairs completed by County.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the County within seventy-two (72) hours of being notified in writing by the County, or such other period as may be agreed to by the Parties; or
- (b) the Company and the County agree that the County should perform the repair,

Initials: _____

then the County may effect such work necessary to perform the repair and the Company shall pay the County's reasonable and verifiable direct costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:
- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
 - (b) in all other circumstances, within a time reasonably agreed upon by the Parties.
- 6.2. **Utility co-ordination committee.** The Company shall participate in a utility co-ordination committee established by the County and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.
- 6.3. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.
- 6.4. **Inaccurate Locates.** Where the Company's Locates are found to be in error and, as a result, the County is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company, the County will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the County's satisfaction, the Company will pay the County for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. RELOCATION OF EQUIPMENT

- 7.1 **County Request.** Where the County requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the County shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at one hundred percent (100%) the Company's cost, subject to potential reimbursement by the County as set out in ***Schedule "A"***. In the event that the Company fails to relocate its equipment to the standard required by the County shall constitute a breach of this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement Order by the CRTC, the Superior Court of Justice, or any other court of competent jurisdiction requiring the Company to complete the relocation of its Equipment.
- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at one hundred percent (100%) its own expense, the Company shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the County shall be entitled to take into consideration any

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specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

- 7.3 **Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the County's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at one hundred (100%) its own cost.
- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the County accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.5 **County efforts.** Where any relocation of Equipment occurs, the County will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the County with all information the County requires to enable it to process a Permit application, the County shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- 7.6 **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the County, have the right to:
- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the County any Roads Permit fees, deposits and security associated with applicable County By-laws, as amended or replaced. The Roads Permit fees in effect as of the Effective Date are set out in *Schedule "B"* to this Agreement. Payment of Roads Permit fees is exempt from the invoice requirements of section 8.3.
- 8.2 **Fees.** The Company shall pay to the County an annual fee in the amount of \$250/km of Equipment for each Municipal Consent applied for by the Company during the term of this Agreement. Such fees shall not exceed one thousand dollars (\$1,000.00) in a one-year period. The first one-year period shall commence on the Effective Date of this Agreement and shall reset on every anniversary thereafter for the term of this Agreement.
- 8.3 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than forty-five (45) days after the date of the invoice was received. In the event that the Company is late in making a payment to the County, the Company shall provide the Blanket Security set out for a paragraph 10.6 of this Agreement.

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9. TERM AND TERMINATION

9.1 **Initial term and renewal.** This Agreement shall have an initial term of five (5) years commencing on the Effective Date (hereinafter referred to as the “**Initial Term**”) and shall be renewed automatically for three (3) successive five (5) year terms unless:

- (a) this Agreement is terminated by either Party in accordance with section 9.2 and 9.3 of this Agreement;
- (b) a Party delivers initial notice of non-renewal to the other Party at least 180 days prior to the expiration of the then current term; or
- (c) this Agreement is replaced by a New Agreement (as defined below) between the Parties.

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

9.3 **Termination by County.** The County may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the County in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a “**New Agreement**”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the County in writing that it no longer requires the use of any Equipment, the Company shall, at the County's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;

Initials: _____

- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively “**Abandoned Underground Structures**”);
- (c) Where, in the reasonable opinion of the County Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the County Engineer, the County may complete said work and the Company shall pay the associated County’s Costs.

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

10. **INSURANCE AND SECURITY**

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the “**Company Insurance**”) in an amount and description as described below to protect the Company and the County from claims for damages, bodily injury (including death) and property damage which may arise from the Company’s operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

- 10.2 **Company Insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain the following insurance coverages:

- (a) comprehensive general liability occurrence-based insurance coverage which covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs) and extends to cover the contractual obligations of the Company as stated within this Agreement; and
- (b) environmental insurance coverage which covers environmental damages and losses arising from the Companies Equipment on, in or under the ROWs and the Companies operations in an amount not less than Two Million Dollars (\$2,000,000.00).

Each of the coverages in 10.2 (a) and (b) above shall name the County as an additional insured and contain cross liability and severability of interest clauses.

- 10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the County’s standard form, the County with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the County as an “additional insured”. Thereafter, the Company shall provide the County with evidence of all renewals of the Company Insurance in a form acceptable to the County.

Initials: _____

10.4 General insurance conditions.

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.
- (b) The County shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the County;
 - (ii) a waiver for severability of interest; and
 - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the County without at least thirty (30) business days' notice to the County.
- (d) The Company will immediately notify the County of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the County.

10.5 Workplace Safety and Insurance Board. The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.

10.6 Security. In the event that in the opinion of the County Engineer, in his or her sole discretion, the Company fails to meet an obligation under this Agreement, the County may request and the Company shall provide without question or holdback, a cash deposit for the amount of [REDACTED] (the "Blanket Security"). Once provided by the Company, the County may draw upon the Blanket Security and apply the funds against the Company's ongoing obligations under this Agreement. The Company shall 'top-up' the Blanket Security to [REDACTED] as the Blanket Security is drawn upon. The County shall return the Blanket Security upon the termination of this Agreement. The Company agrees that it does not dispute this paragraph and is estopped from doing so at the CRTC, the Superior Court of Justice, or in any other court of competent jurisdiction.

11. RESPONSIBILITY AND INDEMNIFICATION

11.1 No liability County. The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the County shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the County or those for whom at law it is responsible.

11.2 Company Indemnity. Subject to subsection 11.5, the Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the County, 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 the County and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Company's negligence or willful misconduct or the the negligence or willful misconduct of those for whom it is responsible at law including without limitation negligence or willful misconduct related to its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment or use of the County's road allowance.

Initials: _____

- 11.3 **County Acknowledgement.** The County hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **County Indemnity.** The County hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its 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 the Company 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 and the negligence of those for whom it is responsible at law.
- 11.5 **No liability, both Parties.** Notwithstanding any other provision in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for pure economic loss or failure to realize expected profits, howsoever caused, or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.
- 11.6 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

- 12.1. **County not responsible.** The County is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the County or those for which it is responsible in law.
- 12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:
- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
 - (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

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

13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

- 13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. FORCE MAJEURE

- 14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under

Initials: _____

this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (“**Force Majeure**”). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms; and
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the informal mediation services of the CRTC in an attempt to resolve the Dispute. Should the Dispute fail to resolve using the CRTC’s informal mediation process, either Party may submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the County and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

16. NOTICE

Initials: _____

16.1 **Method of Notice.** Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

16.2 Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To the County:

The Corporation of the County of Middlesex
Attn: Clerk, Marcia Ivanic
399 Ridout Street North
London, ON N6A 2P1

To the Company:

Xplornet Communications Inc.
Attn: Senior Manager, Fibre Design and Construction
Address: 625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: dane.wilson@corp.xplornet.com

With copied to:

Xplornet Communications Inc.
Attn: Vice President, Legal
625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: xplornet.legal@corp.xplornet.com

16.3 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

17.1 Notwithstanding anything to the contrary herein, the County, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "**anything of value**" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its

Initials: _____

departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The County shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the County or its representatives' failure to comply with Anti-Bribery Law. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives'. The Company shall have the right to audit the County's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the County has violated this Section 17. The Company shall have the right to immediately terminate all payments to the County under this Agreement if the County fails to comply with this Section 17.

18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. The County will consent to the assignment of this Agreement to an affiliate or a purchaser of substantially all of the assets of the Company provided that such affiliate or purchaser enter into an Agreement to the satisfaction of the County that confirms that the affiliate or purchaser is one hundred percent (100%) responsible for all the obligations of the Company under this Agreement.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the County and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to

Initials: _____

such provision and everything else in this Agreement shall continue in full force and effect.

- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.
- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

Initials: _____

IN WITNESS WHEREOF the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Date: February 8, 2022

Alison Warwick, Warden

Date: February 8, 2022

Marcia Ivanic, Clerk

We have the authority to bind the Corporation

XPLORNET COMMUNICATIONS INC.

Date: February 8, 2022

Per: Christine J. Prudham
Title: Chief Legal and Regulatory Officer
I have the authority to bind the Corporation

SCHEDULE “A”
RELOCATION COSTS

1. **Reimbursement by County for the Company’s Relocation Costs.** The County shall reimburse the Company for all or part of its reasonable and verifiable costs of completing any relocation requested by the County (the “**Relocation Costs**”) based upon the following principles, methodologies and procedures:

- (a) For Equipment that is not located within 1 metre measured horizontally from the location approved by the Municipal Consent or “standard location”, as the case may be, there shall be no cost to the County to relocate the Equipment.
- (b) For Equipment for which a Permit was issued the County shall pay the percentages of the Company’s Relocation Costs (“in kind” or “like-for-like” Equipment) set out in the following table:

Year in which Permit was issued	Percentage or Relocation Costs paid by County
Years 1	100%
Year 2	100%
Year 3	100%
Year 4	90%
Year 5	80%
Year 6	70%
Year 7	65%
Year 8	60%
Year 9	55%
Year 10	45%
Year 11	40%
Year 12	35%
Year 13	30%
Year 14	20%
Year 15	10%
Year 16	5%
Year 17 +	0%

For the purpose of this Section, the age of the infrastructure is the current date minus the date of the issuance of the Permit.

- (c) Within thirty (30) days of receiving the request from the County to relocate the Equipment, the Company shall provide the County with a written estimate of the Relocation Costs for such relocation, including an estimate of the County’s reimbursement under the subsection (b).
 - (d) Within sixty (60) days of completing the relocation, the Company may provide the County with a written invoice for the actual Relocation Costs in a format that clearly identifies the County’s reimbursement under subsection (b) and delineates materials, labour, and any other project costs.
2. **Equipment affected by the County’s Capital Works Plan.** Prior to the issuance of a Permit, the County will advise the Company in writing whether the Company’s proposed location for new Equipment will be affected within the next five (5) years by the County’s ten-year (10 year) capital works plan (the “**Capital Works Plan**”). If the County advises that the new Equipment will be so affected and the Company, despite being advised of such, requests the County to issue the Permit, then the County may issue a conditional Permit stating that, if the County requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, the Company to relocate the Equipment within five (5) years of the date of the Permit, the Company will be required to relocate the Equipment at its own cost, notwithstanding Section 1 above.

Initials: _____

3. **County not responsible for Third Party Relocation Costs.** Unless otherwise agreed to between the County and the Third Party, in no event shall the County be responsible under this Agreement for:
 - (a) the costs of the Company to relocate Equipment at the request of a Third Party; or
 - (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment; or
 - (c) the costs of the Company to relocate Equipment where the Company is a Third Party to the owner of the Equipment.
4. **Emergency temporary relocation.** In cases of an Emergency that requires the Company to temporarily relocate the Equipment, the Parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible; provided, however, that the County may, with at least twenty-four (24) prior notice to the Company, take any measures it deems necessary for reasons of public health and safety.
5. **Relocation performed by County.** If the Company fails to complete the relocation in accordance with Section 7.1 of this Agreement, the County may, at its option, complete such relocation and the Company shall pay the County's reasonable and verifiable costs of the relocation.
6. **Discontinuance of ROW.** Where the County authorises the legal closing of a ROW under its jurisdiction as a public highway either by Court Order or By-law, the County shall be responsible for registering an easement against the property in favour of the Company unless alternative arrangements have been made, all to the satisfaction of the Company.

Initials: _____

SCHEDULE "B"

Permits and Fees

**All references to legislation, by-laws and fees in this Schedule shall be interpreted as references to those by-laws and fees as they may be amended, superseded or replaced from time to time.*

<u>By-Law Reference</u>	<u>Permit Required with Appropriate Application</u>	<u>Cost</u>
<i>By-law #5783:</i> Use, Construction or Alteration, as amended or replaced; <i>By-law #6410:</i> User Fees, as amended or replaced	Access/Entrance Permit (authorizing access, via entrance application)	\$400 fee + refundable individualized Access/Entrance Security determined by the County Engineer
<i>By-law #5783:</i> Use, Construction or Alteration, as amended or replaced; <i>By-law #6410:</i> User Fees, as amended or replaced	Work Permit (authorizing work and/or services, via work application)	\$400 fee + refundable individualized Work Security as determined by the County Engineer
<i>Highway Traffic Act, R.S.O.,</i> as amended or replaced; 1990, Chapter 198; <i>By-law #6410:</i> User Fees, as amended or replaced	Approval is required for Moving Oversize Load/Weight Vehicles on County Roads by obtaining a permit (via application with utility company and emergency services sign-offs) where the dimensions or weight of the vehicle and/or load exceeds the limits set out in the <i>Highway Traffic Act</i> , as amended or replaced.	Variable fee between \$50 and \$500 depending on dimensions and weight of load + \$500 refundable individualized Oversize Load/Weight Vehicles Security at the discretion of the County Engineer (\$2M liability insurance required).

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SCHEDULE “C”

Permits Required

WORK ACTIVITY	MC	RP	Notificat ion only	No Further Permit or Notification
Any installation of Equipment that requires excavation in the ROW, including: <ul style="list-style-type: none">– the installation of buried Equipment crossing a road;– the installation of new Above-ground Equipment¹;– the relocation of buried Equipment or Above-ground Equipment;– the replacement of existing Above-ground Equipment with equipment that is significantly larger; and– the installation of buried Service Drops that cross a road or a break a hard surface of the ROW.	X	X		
The installation of aerial Equipment (excluding aerial Service Drops)		X		
Any work that requires traffic control or blocks any portion of the travelled portion of a highway		X		
Tree trimming on ROWs		X		
The replacement of existing Above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)			X	
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X	
Pulling cable through existing underground duct			X	
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is minimal physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the County				X

Initials: _____

Meeting Date: February 8, 2022
Submitted by: Warden Alison Warwick
SUBJECT: PARTNERSHIPS FOR MUNICIPAL INNOVATION – WOMEN IN LOCAL LEADERSHIP (PMI-WILL)

BACKGROUND:

On February 4, 2022, Middlesex County received notification that its application to join the Federation of Canadian Municipalities' (FCM) Partnerships for Municipal Innovation – Women in Local Leadership (PMI-WILL) project has been approved. Participation in the program requires a resolution of support from County Council.

ANALYSIS:

PMI-WILL is a six-year project (2021-2027) that is part of FCM's portfolio of gender equality and women in local government initiatives. By pairing Canadian municipalities with local governments in Benin, Cambodia, Ghana, Sri Lanka and Zambia, PMI-WILL aims to improve the quality of life for women and girls by empowering women to participate in leadership and decision-making in local governance and by increasing local governments' ability to deliver inclusive municipal services that meet the needs of women and girls, especially those from marginalized groups.

The County has been selected to work with Cambodia.

The County is required to assign 1 or 2 elected official Champions from among Council. A member of County administration must also be assigned to the program. Participation requires elected officials and staff to take part in virtual workshops and seminars, as well as in-person international technical missions, once it is safe to travel. The County may also host an international delegation for a study visit in 2023 and onwards.

FINANCIAL IMPLICATIONS:

The project is funded by the Canadian federal government through Global Affairs Canada. Each Canadian municipality is expected to participate in 1 to 2 missions of 7-15 days yearly between 2022 and 2026. Each mission team would consist of 1-3 individuals from the County. FCM pays for all travel expenses and Canadian municipalities donate the time of their employees/elected officials as an in-kind contribution to the project.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Cultivating Community Vitality	Advance a diverse, healthy, and engaged community across Middlesex County	<ul style="list-style-type: none">• Promote and support community wellness• Innovate social and community services• Attract, retain, and engage youth in our community• Champion and encourage active transportation and public transit opportunities
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	<ul style="list-style-type: none">• Attract visitors to Middlesex County
Promoting Service Excellence	Innovate and transform municipal service delivery	<ul style="list-style-type: none">• Anticipate and align municipal service delivery to emerging needs and expectations• Engage, educate and inform residents, businesses, and visitors of county services and community activities• Strengthen our advocacy and lobbying efforts with other government bodies• Collaborate with strategic partners to leverage available resources and opportunities• Build organizational capacity and capabilities

RECOMMENDATION:

THAT Council approve participation in the Federation of Canadian Municipalities' Partnerships for Municipal Innovation – Women in Local Leadership (PMI-WILL) project;

THAT Warden Alison Warwick and Councillor Kelly Elliott be assigned as the elected official Champions of the project for the remainder of the Term of Council; and

THAT Cindy Howard, GM of Finance and Community Services be assigned as the staff lead on the project.



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

**President
Présidente**

Joanne Vanderheyden
Mayor
Municipality of
Strathroy-Caradoc, ON

**First Vice-President
Première vice-présidente**

Taneen Rudyk
Councillor
Town of Vegreville, AB

**Second Vice-President
Deuxième vice-président**

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Maire
Municipalité de
Canton de Gore, QC

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Troisième vice-président**

Geoff Stewart
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Municipality of the
County of Colchester, NS

**Past President
Président sortant**

Garth Frizzell
Councillor
City of Prince George, BC

**Chief Executive Officer
Cheffe de la direction**

Carole Saab
Ottawa, ON

24, rue Clarence Street,
Ottawa, Ontario, K1N 5P3

T. 613-241-5221
F. 613-241-7440

www.fcm.ca

Ottawa, February 4, 2022

Warden Alison Warwick
Middlesex County
Administration Offices
399 Ridout Street North
London, ON
Canada N6A 2P1

Re: Selection of County of Middlesex for Partnerships for Municipal Innovation – Women in Local Leadership (PMI-WILL)

Dear Warden Alison Warwick,

I wish to extend my warmest congratulations to the County of Middlesex on your successful application to join the Federation of Canadian Municipalities' (FCM) Partnerships for Municipal Innovation – Women in Local Leadership (PMI-WILL) project. I am happy to inform you that your local government has been selected to work with the **Cambodia** project team and partners.

By participating in the PMI-WILL project, the County of Middlesex will have the opportunity to share its experience and best practices with international counterparts to advance gender equality and inclusive development at the local level. This agenda includes key priorities such as increasing the number of women running for local office, strengthening the participation of locally elected women and female citizens, and supporting local governments to deliver and improve inclusive municipal services.

The PMI-WILL project will connect elected officials and staff to learn from one another as leaders and agents of change. The expertise and know-how that your municipality brings to the table is an important and valuable contribution to the proposal that FCM submitted to Global Affairs Canada. I thank you for your involvement and support to the project. We hope that your local government will find its participation to be a rich and mutually beneficial partnership with other Canadian and international municipalities.

Nora Benamra, our Project Manager for PMI-WILL, will be in contact with your assigned coordinator about the next steps, including discussing the project



delivery model, roles and expectations, estimated level of effort and how to develop the best collaboration possible with your team.

I thank you again for your interest in mobilizing your local government's expertise to work alongside the participating municipal governments in Cambodia. FCM is proud to count the County of Middlesex as our member and now part of our PMI-WILL Canadian team. It is my sincere hope that your participation in the PMI-WILL project will prove to be an enriching experience, not only for the municipal practitioners directly involved, but also for your local community.

Sincerely,

A handwritten signature in black ink, reading "Joanne Vanderheyden". The signature is fluid and cursive, with the first name "Joanne" written in a larger, more prominent script than the last name "Vanderheyden".

Joanne Vanderheyden

President, FCM

Mayor, Town of Strathroy-Caradoc

cc. Councillor Rory Nisan, Chair of FCM Standing Committee on International Relations; Bill Rayburn, CAO, County of Middlesex; Cindy Howard, GM, Finance and Community Services, County of Middlesex; Mary Heather White, Project Director, PMI-WILL, FCM; Nora Benamra, Project Manager, PMI-WILL, FCM

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7147

A BY-LAW to enter into a Lease Agreement between the Corporation of the County of Middlesex; the Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc, with respect to leasing the Library Administration Office.

WHEREAS Middlesex County Council adopted a recommendation on February 8, 2022, to enter a Lease Agreement between the Corporation of the County of Middlesex; the Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc with respect to leasing the Library Administration Office for the period February 1, 2022 to February 1, 2029.

WHEREAS section 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

THEREFORE the Council of The Corporation of the County of Middlesex enacts as follows:

1. That the following be approved:

Lease Agreement between the Corporation of the County of Middlesex; Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc, with respect to leasing the Library Administration Office for the period February 1, 2022 to February 1, 2029, attached hereto as Schedule "A".

2. That the Warden and the Clerk be hereby authorized and directed to execute the said Agreement.

PASSED BY COUNCIL this 8th day of February, 2022.

Alison Warwick, Warden

Marci Ivanic, County Clerk

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7148

A BY-LAW to enter into a Lease Agreement between the Corporation of the County of Middlesex; the Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc, with respect to leasing the Strathroy Library.

WHEREAS Middlesex County Council adopted a recommendation on February 8, 2022, to enter a Lease Agreement between the Corporation of the County of Middlesex; the Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc with respect to leasing the Strathroy Library for the period February 1, 2022 to February 1, 2029.

WHEREAS section 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

THEREFORE the Council of The Corporation of the County of Middlesex enacts as follows:

1. That the following be approved:

Lease Agreement between the Corporation of the County of Middlesex; Middlesex County Library Board; and the Corporation of the Municipality of Strathroy-Caradoc, with respect to leasing the Strathroy Library for the period February 1, 2022 to February 1, 2029, attached hereto as Schedule "A".

2. That the Warden and the Clerk be hereby authorized and directed to execute the said Agreement.

PASSED BY COUNCIL this 8th day of February, 2022.

Alison Warwick, Warden

Marci Ivanic, County Clerk

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7149

A BY-LAW to authorize the Warden and the Clerk to execute a Telecommunications Municipal Access Agreement between The Corporation of the County of Middlesex and Xplornet Communications Inc.

WHEREAS County Council approved a recommendation on February 8, 2022 to authorize the Warden and the Clerk to execute a Telecommunications Municipal Access Agreement between The Corporation of the County of Middlesex and Xplornet Communications Inc.;

WHEREAS section 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

THEREFORE the Council of the Corporation of the County of Middlesex enacts as follows:

1. That the Warden and the Clerk execute a Telecommunications Municipal Access Agreement between The Corporation of the County of Middlesex and Xplornet Communications Inc., attached as Schedule "A".

Passed in Council this 8th day of February, 2022.

Alison Warwick, Warden

Marcia Ivanic, County Clerk

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7150

A BY-LAW to confirm proceedings of the Council of The Corporation of the County of Middlesex – FEBRUARY 8, 2022.

WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the County of Middlesex at the FEBRUARY 8, 2022, Session be confirmed and adopted by By-law.

WHEREAS section 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

THEREFORE the Council of The Corporation of the County of Middlesex enacts as follows:

1. That the action of the Council of The Corporation of the County of Middlesex in respect of all recommendations in reports of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the County of Middlesex, documents and transactions entered into during the FEBRUARY 8, 2022, Session of Council, are hereby adopted and confirmed, as if the same were expressly included in this By-law.
2. That the Warden and proper officials of The Corporation of the County of Middlesex are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the County of Middlesex during the said FEBRUARY 8, 2022, Session referred to in Section 1 of this By-law.
3. That the Warden 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 County of Middlesex to all documents referred to in said Section 1.

PASSED IN COUNCIL this 8th day of February, 2022.

Alison Warwick, Warden

Marcia Ivanic, County Clerk



Committee of Whole

Meeting Date: February 8, 2022

Submitted by: Mark Brown, Woodlands Conservation Officer / Weed Inspector

SUBJECT: APPLICATION FOR COUNCIL EXEMPTION FOR CLEARING WOODLANDS; MUNICIPALITY OF MIDDLESEX CENTRE; CONCESSION 6, LOT 15; 14501 MEDWAY ROAD; K. MACDOUGALL, OPERATING AS COMGORD LTD.

BACKGROUND:

The County's Woodlands Conservation By-law No. 5738 regulates woodlands and no person may injure or destroy living trees within regulated woodlands unless it is in accordance with Good Forestry practices, Circumference Limit practices, or as a result of an 'exemption'.

K. MacDougall, operating as Comgord Ltd, Owner of the subject lands, has applied under Section 4 of the Woodlands Conservation By-law for an 'exemption' to clear 0.99 ha (2.46 ac) of woodlands that are regulated under By-law No. 5738. The reasons provided for the proposed clearing are to convert the area to agricultural crops and square up the field to accommodate large machinery turning. The owner has indicated they do not wish to replant an equivalent area of woodlands.

The property is located east of the Medway High School at 14501 Medway Drive, Concession 6, Lot 15, in the Municipality of Middlesex Centre. The property and the area requested to be cleared are shown on the attached maps and photographs.

ANALYSIS:

The area of proposed clearing is 0.99 ha (2.46 ac) of mature deciduous forest comprising predominantly Maple, Poplar, Beech, intermixed with Ironwood, American Basswood, Hawthorn with an understorey which includes European buckthorn. The proposed clearing of 0.99 ha (2.46 ac) is part of a 17.12 hectare (42.3 ac) woodland on the subject property and part of a larger complex of 20.61 hectare (50.92 ac) contiguous significant woodlands in this area. The woodlands are part of a complex of Carolinian forest zone deciduous woodland in this locality that is recognized as 'significant' in the

Middlesex Natural Heritage System Study and delineated on Schedule C of the County's Official Plan. The area proposed to be cleared is within a regulated area of the Upper Thames River Conservation Authority (UTRCA).

In accordance with the County's no net loss policy the applicants are required to replant the equivalent area cleared with native deciduous trees contiguous with existing woodlands on the subject property.

Staff notes that the applicant has indicated they do not wish to replant an equivalent area on the subject property.

Constraints Analysis - Field Investigation

Evaluation Criteria	Analysis/Findings
Native Carolinian species woodland.	Native deciduous woodlands, Maple, Poplar, Beech, Ironwood, American Basswood, Hawthorn with an understorey which includes European buckthorn
Evidence of long-term continuous forest cover.	The portion of the woodland proposed to be cleared do appear to have been present prior to 1955 indicating that these woodlands are now well established ecosystems.
Proposed area for removal would affect viability of remaining woodland (extent of proposed clearing relative to overall size of woodland).	The area proposed for clearing, replanting represents 6% of the overall woodland on the subject property, and while the clearing is not expected to reduce the overall viability of the woodlands it may affect the local hydrology downstream of the wetland and runoff into the creek riparian zone habitat.
Species composition, diversity and age class.	Species diversity and tree size is not dissimilar in the area proposed for clearing and the area to be retained.
Influence of recent disturbance (natural successional trajectory).	The woodlands proposed for clearing appear to have been harvested periodically and as is the case locally some invasive species (European buckthorn) have colonized larger canopy openings. Otherwise the woodlands appear to be on a natural successional trajectory.

Is the applicant willing to replant an equivalent area on their land and will it be contiguous with existing significant woodlands?	The landowner is <u>not</u> willing to replant an equivalent area.
Effect on remaining woodland	Removal of the area proposed is expected to increase the proportion of exposed edge trees and marginally reduce the area of interior habitat.
A Development Assessment Report was completed to support the proposed clearing.	A Development Assessment Report was not completed and is not required by the By-law for a proposed clearing of this size.

Regulatory Constraints

Regulatory Constraint	Analysis/Findings
Woodland meets natural heritage significance criteria (MNHSS, 2014).	Area proposed for clearing meets the definition of 'significant woodland'.
Proposed clearing area includes or supports rare/protected wildlife species habitat.	No obvious signs, but otherwise undetermined at this time. During fieldwork the presence of a large stick nest was noted, located towards the back edge of the proposed clearing area.
Proposed clearing area includes provincially designated wetlands, ANSIs, or Conservation Authority Regulated Area.	The area proposed for clearing is an area regulated by Upper Thames River Conservation Authority. The area proposed for clearing appears to include wet areas however the areas are not mapped as wetlands.
Species at Risk screening.	No tree species at risk (SAR) were observed in the area proposed to be cleared, however a detailed inventory was not carried out by the Woodland Conservation Officer. MECP have recommended the landowner complete a preliminary screening application for their review if a permit is granted (see below).
Previous exemptions.	No previous exemptions have been approved for the subject woodland on the subject property.

Regulatory Constraint	Analysis/Findings
Federal, Provincial, Municipal, NGO funding.	Undetermined but unlikely given the maturity (age) of subject woodland.
Provincial Landowner Tax incentive Programs.	Area proposed for clearing does not appear to be currently enrolled in the Managed Forest tax Incentive program (MFTIP) or Conservation Land Tax Incentive Program (CLTIP).
Woodland was planted or retained as a condition of a planning approval.	No.

At the time of submitting this report the following written submissions have been received as a result of the application circulation.

The Ministry of Environment, Conservation and Parks (MECP) indicated that in order for the property owner to understand if there are any obligations under the Endangered Species Act, that a 'preliminary screening' will need to be completed and while landowners may proceed with the screening on their own it is recommended that they hire a qualified environmental consultant to undertake the preliminary screening.

Conclusion

The reasons provided for the proposed clearing are to convert the area to agricultural crops and square up the field to accommodate large machinery turning. The owner has indicated they do not wish to replant an equivalent area of woodlands.

The proposed area of woodland for clearing does not appear to significantly affect the overall viability of the woodland complex on the subject and adjacent lands, however potential changes to the local hydrological regime and wetland habitat are a potential following loss of tree canopy in proximity to wetlands and the creek. At the time of writing this report, the Upper Thames River Conservation Authority have not yet provided comments.

Given that the owner has indicated they do not wish to replant an equivalent area of woodlands in accordance with County Council's 'no net loss' policy, staff are unable to support the proposal.

FINANCIAL IMPLICATIONS:

There are no financial or budgetary implications to the County associated with the outcome of this application

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	<ul style="list-style-type: none">• Support opportunities to create a stronger and sustainable agricultural sector

Conclusion

The reasons provided for the proposed clearing are to convert the area to agricultural crops and square up the field to accommodate large machinery turning. The owner has indicated they do not wish to replant an equivalent area of woodlands.

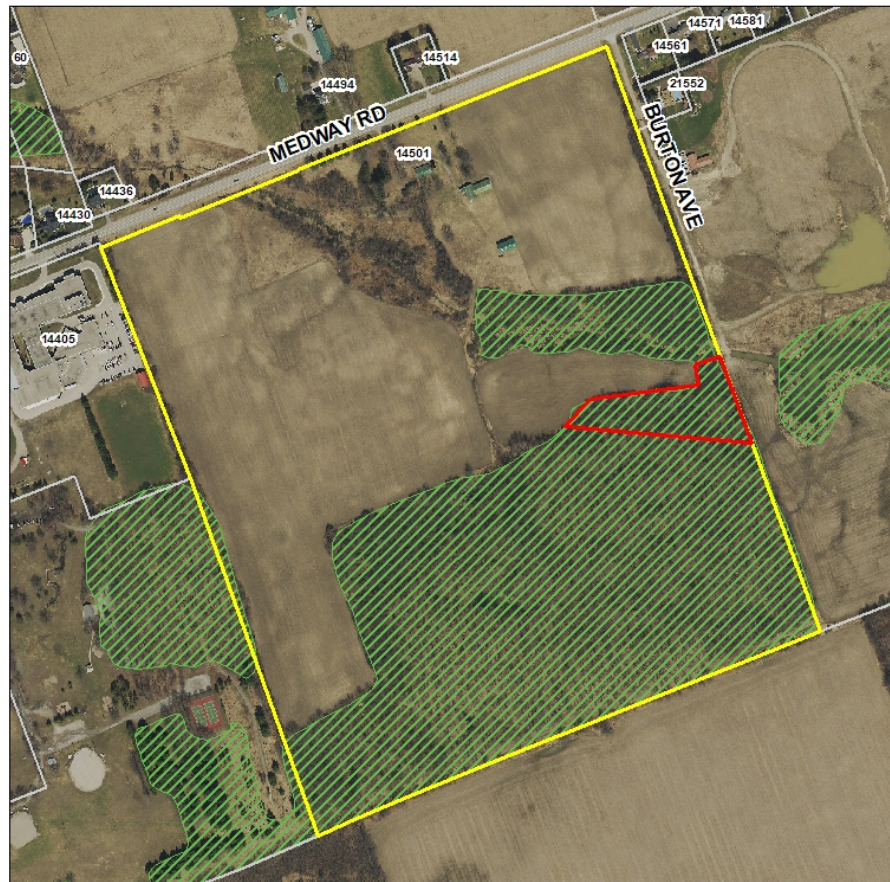
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Given that the owner has indicated they do not wish to replant an equivalent area of woodlands in accordance with County Council's 'no net loss' policy, staff are unable to support the proposal.

RECOMMENDATION:

That the application by K MacDougall operating as Comgord Ltd, at 14501 Medway, Concession 6 Lot 15, in the municipality of Middlesex Centre for council exemption for clearing woodlands for conversion to agriculture be denied.

Attachments






**APPLICATION FOR
COUNCIL EXEMPTION**

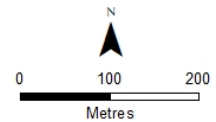
APPLICATION NO. 2021-01

Pursuant to
Woodlands Conservation
By-law No. 5738

Legend

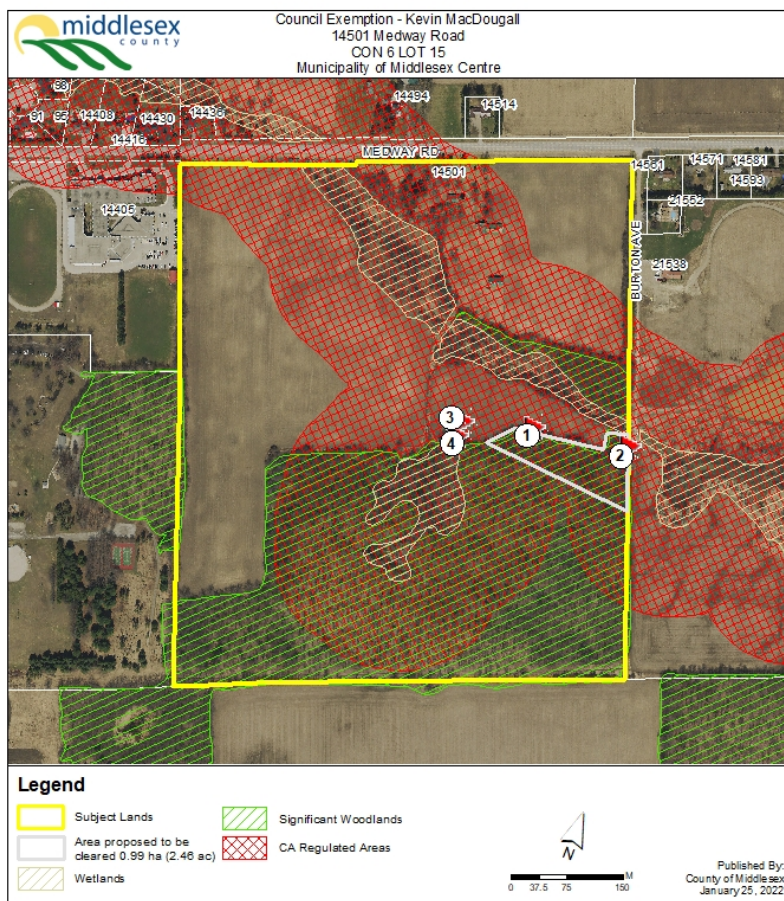
Kevin MacDougall
Operating as Comgord Ltd.
14501 Medway Road
CON 6 LOT 15
Municipality of Middlesex Centre

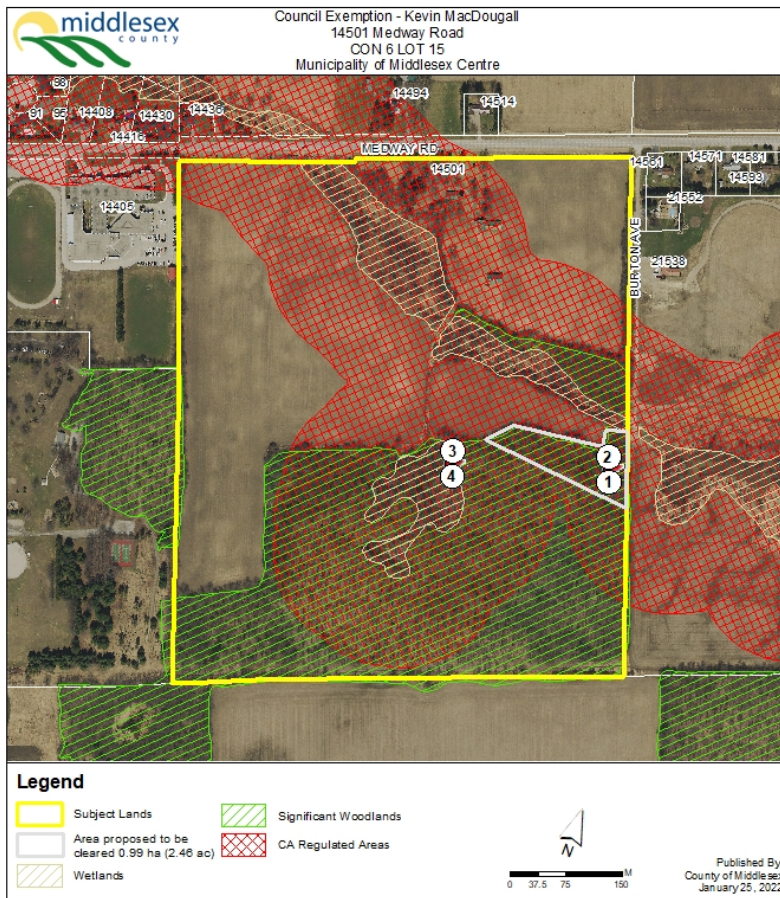
-  Subject Lands
-  Area Proposed to be Cleared
0.99 ha (2.46 ac)
-  Significant Woodlands



1:5,000

Published by:
Planning Department
County of Middlesex
January 2022





14501 Medway Road - Woodlot 1955



14501 Medway Road - Woodlot 2020





"Inspiring a Healthy Environment"

February 3, 2022

County of Middlesex
399 Ridout Street North
London, Ontario N6A 2P1

Attention: Marci Ivanic, Clerk
(sent via e-mail mivanic@middlesex.ca)

Dear Ms. Ivanic:

**Re: Application for Exemption to By-law No. 5738 – Woodlands Conservation By-law
Application No. 2021-01
Applicant(s): Kevin MacDougall operating as Comgord Ltd.
Property Description: 14501 Medway Road, Municipality of Middlesex Centre, County
of Middlesex**

The Upper Thames River Conservation Authority (UTRCA) has reviewed this application with regard for the policies in the *Environmental Planning Policy Manual for the Upper Thames River Conservation Authority (June 2006)*. These policies include regulations made pursuant to Section 28 of the *Conservation Authorities Act*, and are consistent with the natural hazard and natural heritage policies contained in the *Provincial Policy Statement (2020)*. The *Upper Thames River Source Protection Area Assessment Report* has also been reviewed in order to confirm whether the subject property is located within a vulnerable area. The Drinking Water Source Protection information is being disclosed to the Municipality to assist them in fulfilling their decision making responsibilities under the *Planning Act*.

PROPOSAL

The purpose of this application for exemption is to clear cut woodlands to convert the lands into an agricultural use. The proposal will result in the removal of 0.99 ha (2.46 acres) of woodland. The proposed removal will consist of predominantly maple, poplar, and buckthorn species. The area proposed to be removed is located at the northeastern extent of a significant woodland feature [as per the Middlesex Natural Heritage System Study, 2014] which has an area of approximately 20.7 ha (51 acres).

CONSERVATION AUTHORITIES ACT

As shown on the enclosed mapping, the subject lands **are** regulated by the UTRCA in accordance with Ontario Regulation 157/06, made pursuant to Section 28 of the *Conservation Authorities Act*. The regulation limit is comprised of riverine flooding and erosion hazards associated with the Colbert Award Drain as well as a Provincially Significant Wetland and its surrounding area of interference. The UTRCA has jurisdiction over lands within the regulated area and requires that landowners obtain written approval from the Authority prior to undertaking any site alteration or development within this area including filling, grading, construction, alteration to a watercourse and/or interference with a wetland.

In cases where a discrepancy in the mapping occurs, the text of the regulation prevails and a feature determined to be present on the landscape may be regulated by the UTRCA.

UTRCA ENVIRONMENTAL PLANNING POLICY MANUAL (2006)

The UTRCA's Environmental Planning Policy Manual is available online at:

<http://thamesriver.on.ca/wp-content/uploads/PlanningRegulations/EnvPlanningPolicyManual-update2017.pdf>

NATURAL HAZARDS

In Ontario, prevention is the preferred approach for managing hazards in order to reduce or minimize the risk to life and property. The UTRCA's natural hazard policies are consistent with the PPS and the applicable policies include:

3.2.2 General Natural Hazard Policies

These policies direct new development and site alteration away from hazard lands. No new hazards are to be created and existing hazards should not be aggravated. The Authority also does not support the fragmentation of hazard lands through lot creation.

3.2.3 Riverine Flooding Hazard Policies

These policies address matters such as the provision of detailed flood plain mapping, uses that may be permitted in the flood plain, one & two zone flood plain policy areas as well as special policy areas.

3.2.4 Riverine Erosion Hazard Policies

The Authority generally does not permit development and site alteration in the meander belt or on the face of steep slopes, ravines and distinct valley walls. The establishment of the hazard limit must be based upon the natural state of the slope, and not through re-grading or the use of structures or devices to stabilize the slope.

3.2.6 & 3.3.2 Wetland Policies – Natural Hazard & Natural Heritage

New development and site alteration is not permitted in wetlands. Furthermore, new development and site alteration may only be permitted in the area of interference/adjacent lands surrounding a wetland if it can be demonstrated through the preparation of an Environmental Impact Study (EIS)/Development Assessment Report (DAR) that there will be no impact on the hydrological or ecological function of the wetland feature and no potential hazard impact on the development.

The limits of the wetlands shown on the enclosed regulation limit mapping represent an approximate boundary. Based on a review of aerial imagery, it would appear that there may be additional wetland features contained within the woodland. An Environmental Impact Study/Development Assessment Report will be required to identify the extent of the regulated wetlands, and ensure that these features are not impacted as a result of the proposed removal.

NATURAL HERITAGE

The UTRCA provides technical advice on natural heritage to ensure an integrated approach for protecting the natural environment consistent with the PPS. The linkages and functions of water resource systems consisting of groundwater and surface water features, hydrologic functions and the natural heritage system are necessary to maintain the ecological and hydrological integrity of the watershed. The PPS also recognizes the watershed as the ecologically meaningful scale for integrated and long-term planning which provides the foundation for considering the cumulative impacts of development. The UTRCA's natural heritage policies are consistent with the PPS and those which are applicable to the subject lands include:

3.3.3 Woodland Policies

The woodlands located on the subject lands and on the adjacent lands are identified as *significant ecologically important* in the updated Middlesex Natural Heritage Systems Study (2014). New development and site alteration is not permitted in woodlands considered to be significant (please see *note). Furthermore, new development and site alteration is not permitted on adjacent lands to significant woodlands unless an EIS has been completed to the satisfaction of the UTRCA which demonstrates that there will be no negative impact on the feature or its ecological function.

***Note:** Table 4-2 of the *Natural Heritage Reference Manual Second Edition* (OMNR, 2010) identifies adjacent lands from significant natural heritage features as being 120m from the feature for considering potential negative impacts. The *Natural Heritage Reference Manual* provides technical guidance for implementing the natural heritage policies of the *Provincial Policy Statement*.

DRINKING WATER SOURCE PROTECTION - Clean Water Act

The subject lands **are** located within a vulnerable area (Wellhead Protection Area, Highly Vulnerable Aquifer, and Significant Groundwater Recharge Areas). For more information please refer to the approved Source Protection Plan at:

<https://www.sourcewaterprotection.on.ca/approved-source-protection-plan/>

SUMMARY & RECOMMENDATION

As indicated, the subject lands are regulated by the UTRCA due to the presence of riverine flooding and erosion hazards, as well as a Provincially Significant Wetland and the surrounding area of interference associated with the wetland features. Written pre-approval (in the form of a permit) would be required from the Conservation Authority prior to any development, excavation, filling, site grading/alteration, alteration to a watercourse and/or interference with a wetland (including vegetation and tree removal) within the Regulated portions of the property. In addition to the features that are delineated on the regulation limit mapping, a review of aerial imagery identifies what appears to be a greater extent of regulated wetlands than what our mapping currently suggests. In cases where a discrepancy in the mapping occurs, the text of the regulation prevails and a feature determined to be present on the landscape may be regulated by the UTRCA.

The UTRCA recommends that Application for Exemption to By-law No. 5738 be refused. Per Section 3.3.3 of the *Environmental Planning Policy Manual*, noted above, site alteration is generally not permitted within hazard lands (flooding and erosion), regulated wetlands, or significant woodlands unless an EIS has been completed to demonstrate there will be no negative impacts to the features/functions. We caution that after spending time and resources on completing an appropriate EIS it may only confirm that the feature would not be an appropriate candidate for clearing/removal. Should the applicant wish to undertake an EIS, we note that a site visit should be arranged with UTRCA staff and the applicants qualified EIS professionals to view the area proposed for clearing and to discuss required Terms of Reference for the study. A Hearing before the UTRCA Hearing Committee may be required for a clearing/removal of this nature as it appears contrary to UTRCA policy. UTRCA staff cannot pre-suppose the outcome of a hearing and, as a result, there is the chance the proposed clearing/removal may not ultimately be approved. As a result of the identified and potential features present on these lands, additional justification is required prior to contemplating the permitting of clear cutting an approximate 2.46 ac area within the significant woodlands/wetlands.

We remind the applicant that a Section 28 permit application is required for all works within the regulated area, including the proposed removal.

UTRCA REVIEW FEES

Consistent with UTRCA Board of Directors approved policy, Authority Staff are authorized to collect fees for the review and commenting on applications. Our fee for this review is \$210.00 and will be invoiced to the applicant under separate cover.

Thank you for the opportunity to comment. If you have any questions, please contact the undersigned.

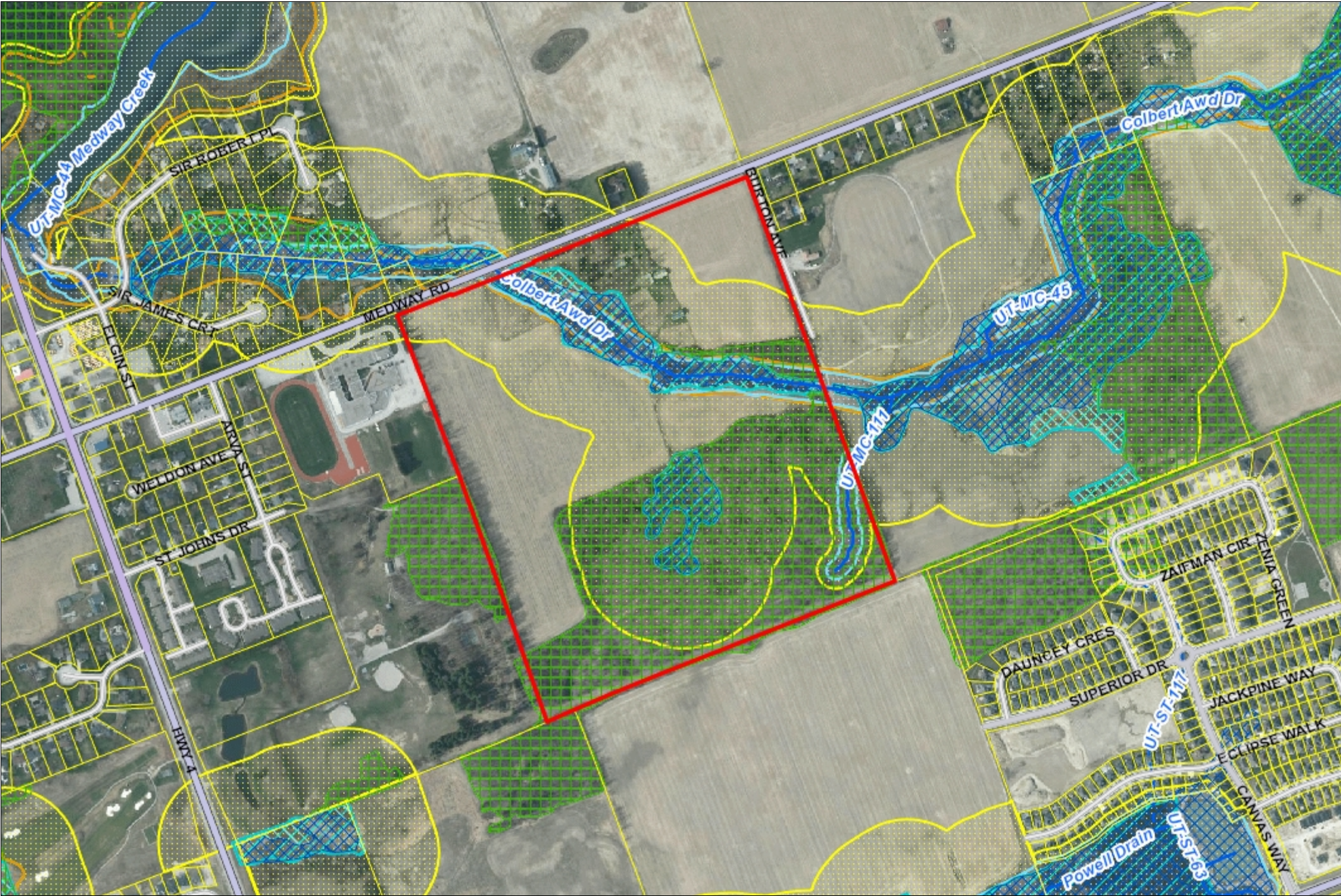
Yours truly,
UPPER THAMES RIVER CONSERVATION AUTHORITY.



John Bice
Land Use Planner
SP/KW/JB/jb

Enclosure: UTRCA Regulation Limit Mapping (please print on legal-sized paper for accurate scales)

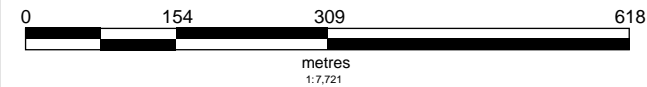
c.c. Sent via email –
Jenna Allain, UTRCA (allainj@thamesriver.on.ca)
Stefanie Pratt, UTRCA (pratts@thamesriver.on.ca)
Karen Winfield, UTRCA (winfieldk@thamesriver.on.ca)
Cari Ramsey, UTRCA (ramseyc@thamesriver.on.ca)
Deb Kirk, UTRCA (kirkd@thamesriver.on.ca)
Mark Brown, Middlesex County (mbrown@middlesex.ca)
Teresa Hill, Middlesex County (thill@middlesex.ca)



Notes:
14501 Medway Road, Middlesex Centre

Created By: JFB January 31, 2022

* Please note: Any reference to scale on this map is only appropriate when it is printed landscape on legal-sized (8.5" x 14") paper.



Regulated Areas

Regulation under s.28 of the *Conservation Authorities Act*
Development, interference with wetlands, and alterations
to shorelines and watercourses. O.Reg 157/06, 97/04.

Legend

- UTRCA Watershed (2017 LiDAR)
- Assessment Parcel (MPAC)
- Watercourse (UTRCA)
 - Open
 - Tiled
- Middlesex NHSS Woodland (2014)
 - Candidate for Ecologically Important
 - Ecologically Important
 - Significant Ecologically Important
- Wetlands (MNRF)
 - Evaluated-Provincial
 - Evaluated-Other
 - Not Evaluated
- Regulated Wetland
- Flooding Hazard Limit
- Erosion Hazard Limit
- Regulation Limit 2021

The mapping is for information screening purposes only, and shows the approximate regulation limits. The text of Ontario Regulation 157/06 supersedes the mapping as represented by this data layer. This mapping is subject to change. A site specific determination may be made by the UTRCA.

This layer is the approximate limit for areas regulated under Ontario Regulation 157/06 - Upper Thames River Conservation Authority: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, which came into effect May 4, 2006.

The UTRCA disclaims explicitly any warranty, representation or guarantee as to the content, sequence, accuracy, timeliness, fitness for a particular purpose, merchantability or completeness of any of the data depicted and provided herein.

The UTRCA assumes no liability for any errors, omissions or inaccuracies in the information provided herein and further assumes no liability for any decisions made or actions taken or not taken by any person in reliance upon the information and data furnished hereunder.

This map is not a substitute for professional advice. Please contact UTRCA staff for any changes, updates and amendments to the information provided.

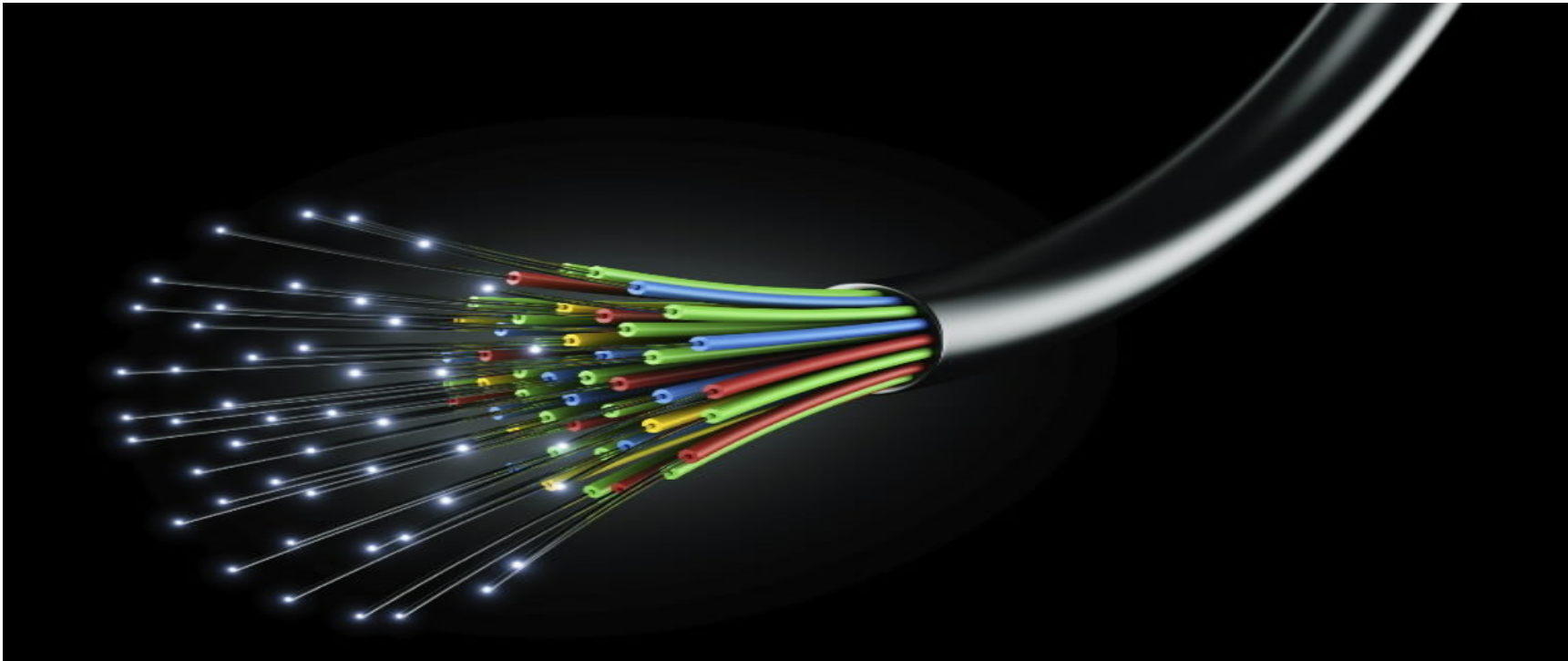
This document is not a Plan of Survey.

Sources: Base data, Aerial Photography used under licence with the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry Copyright © Queen's Printer for Ontario; City of London.

SWIFT BALLYMOTE PROJECT & SWITCH BUILDING LAND ACQUISITION

OBJECTIVE: REQUESTING COUNCILS SUPPORT TO WAIVE LAND DEDICATION ON THE RETAINED PARCEL:

LOT 9 – CONCESSION 7 (HIGHBURY AVE & EIGHT MILE RD)



OVERVIEW OF SWIFT PROJECT:

[REQUESTING COUNCILS SUPPORT TO WAIVE LAND DEDICATION ON THE RETAINED PARCEL: LOT 9 – CONCESSION 7](#)

Quadro Communications was successfully awarded a grant from SWIFT (Southwestern Integrated Fiber Technology) <https://swiftruralbroadband.ca> called “MID_23_QUAD” – Ballymote found under Approved Projects.

The project consists of 11.7kms of rural fiber optic segments. The total number of premises passed that will receive an opportunity (if they so choose) to acquire fiber optic service from Quadro is 114 homes/businesses.

The fiber infrastructure and Quadro’s Central Office must be built by end of 2022, to fulfill the contract and receive funding from SWIFT. This is the reason Quadro is requesting a waiver of the land dedication on the retained parcel.

The current land owner is not willing to lose approximately 1900m2 of land dedicated to future road widening if Quadro’s proposed purchase were to go through. This poses a risk for Quadro, as we could lose the land we are trying to acquire to build the Central Office due to these setbacks. Quadro risks failing to meet the SWIFT deadline for funding if we are unable to complete the land purchase from the current owner.

We are asking the council to waive this stipulation to alleviate the issue. This would allow Quadro to finalize this project before the deadline. The SWIFT funding is dependent on erecting a new building with active fiber optic equipment housed within.

This Central Office building is critical to the SWIFT Ballymote project and future fiber optic cable placement within the surrounding area. In years to come, Quadro will be able to utilize this building and mainline fiber to feed future projects to the East & West of Highbury Ave. within Middlesex County.

MIDDLESEX COUNTY'S STRATEGIC PLAN 2001 - 2024

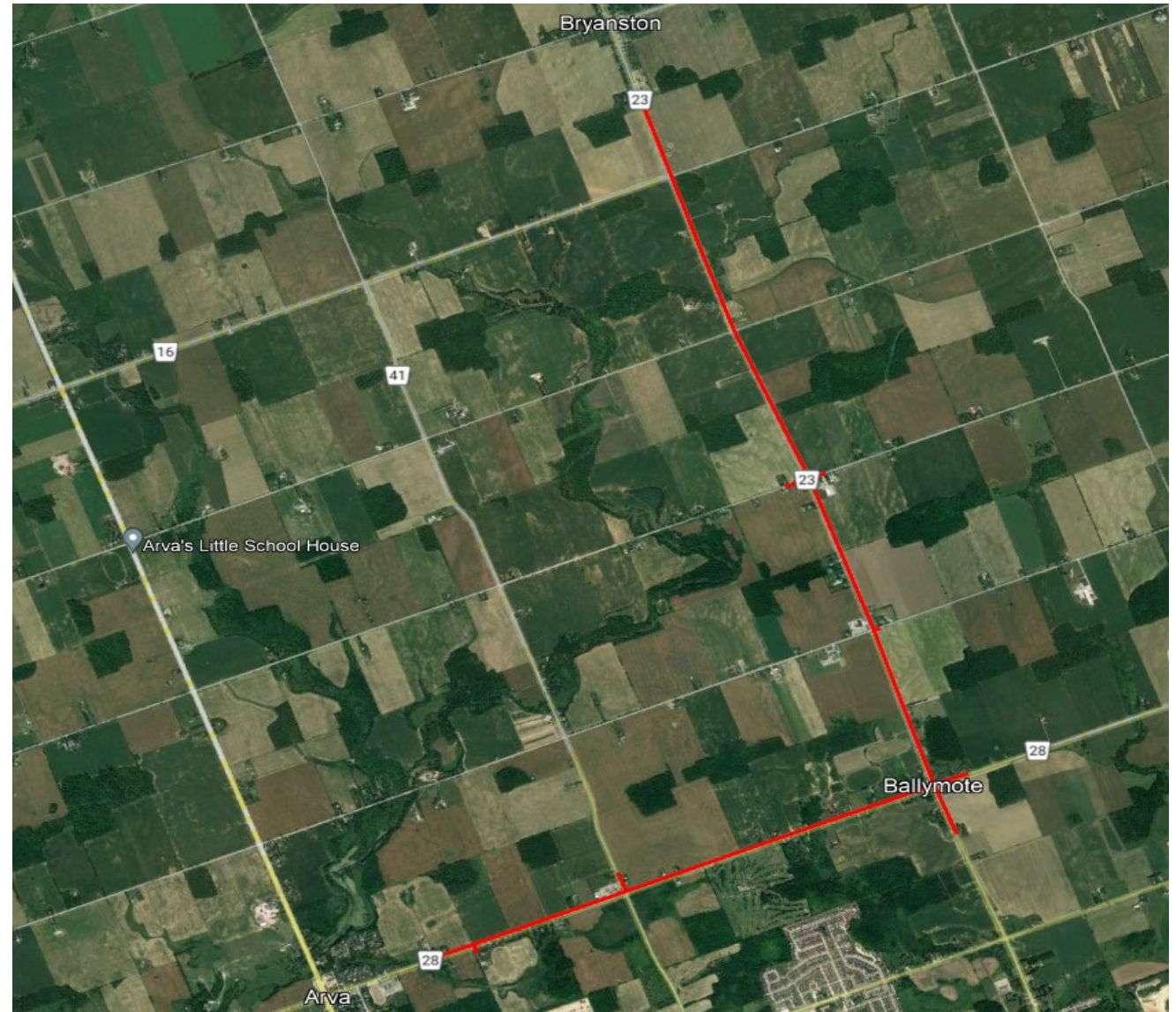
Strategic Focus: Connecting Through Infrastructure

Goals: Ensure communities are built on a sustainable foundation that is connected and thriving.

Objectives: Encourage and advocate, through partnerships, the construction of scalable, equitable broadband infrastructure, recognizing our unserved and underserved areas

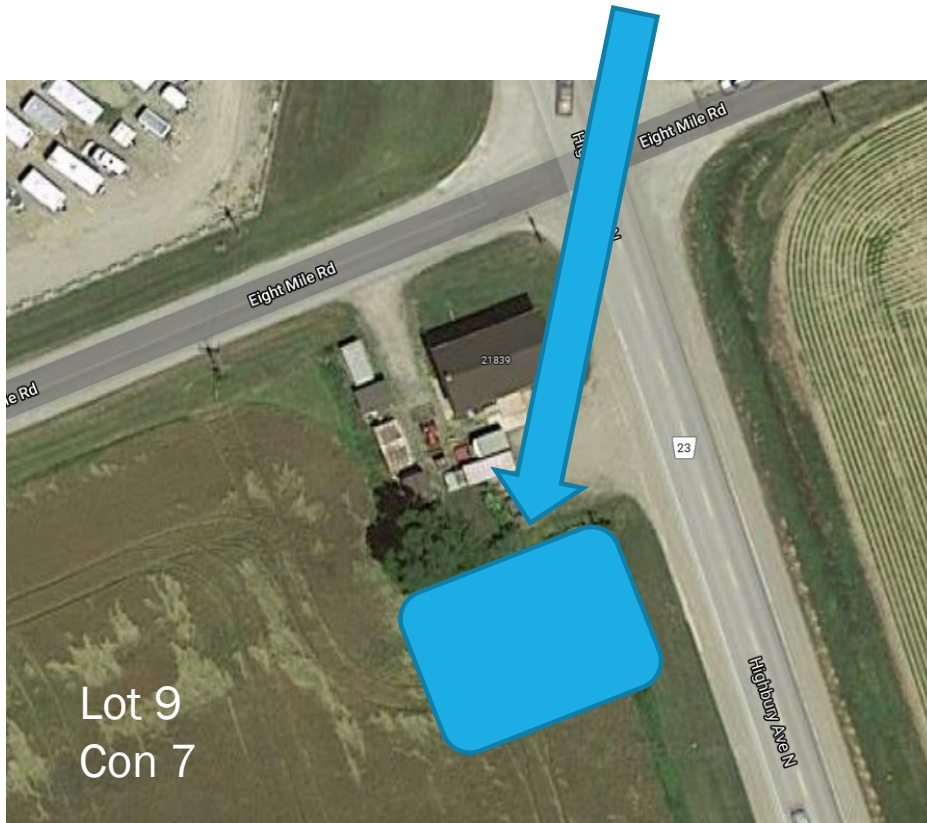
Commit to a sound asset management strategy to maintain and fund critical infrastructure

Use County infrastructure in an innovative way to provide a seamless service experience for residents



QUADRO IS REQUESTING COUNCILS SUPPORT TO WAIVE LAND DEDICATION ON THE RETAINED PARCEL: LOT 9 – CONCESSION 7

Requesting waive of dedication on retained land for either: [Highbury Ave N](#) or [Eight Mile Rd](#).



DIMENSIONS OF SETBACK:

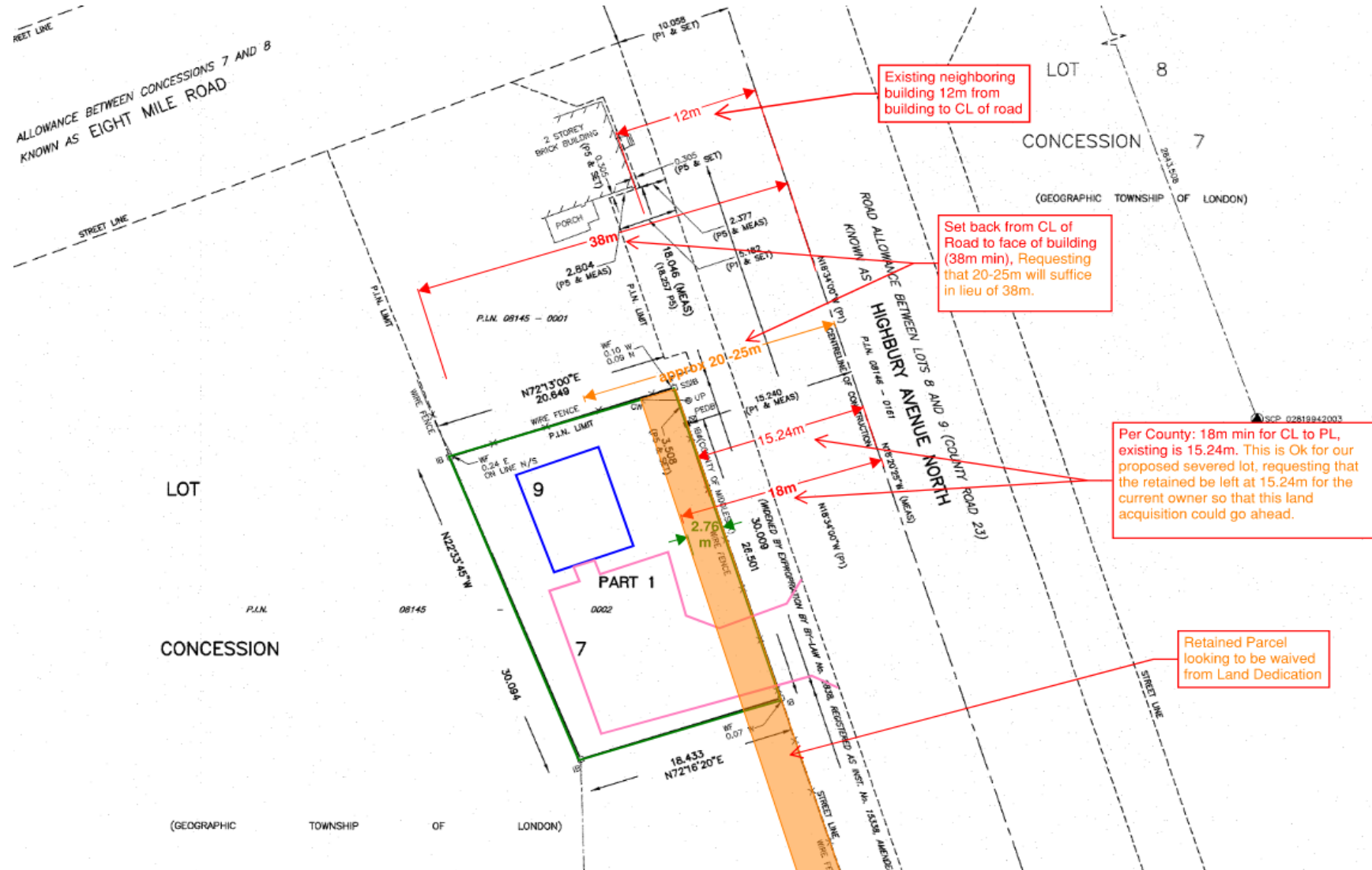
A dedication of 18 meters from centreline of the road is currently required as per Middlesex County’s by-laws. The farmland along Highbury Ave would be subject to land dedication since the existing property line is currently 15.24 meters, resulting in a loss of approximately 1900m2 of land for the current land owner. The dedication would be required across the severed and retained land for the entirety of the frontage on Highbury Ave. This is an obstacle for the current land owner in agreeing to the sale of the proposed parcel of land to Quadro.

The same problem would persist with any land in County of Middlesex that Quadro would try to acquire. If council is unable to waive the land dedication for this sale, it would result in Quadro being unable to successfully meet SWIFT deadlines resulting in loss of the project funding and residents/businesses in Ballymore and surrounding area to continue to be severely underserved for their telecommunication needs.

Also, due to 4.16 – Minimum Setbacks from Provincial Highways, County Roads and Township Concession Roads, Eight Mile Rd would be the best option for Quadro to meet the setback parameters for front of the building to the road centerline. The proposed building on Eight Mile Rd would be closer to 20-25 meters, which is more than the required 15 meters. Setback off the county road Highbury Ave. would be an issue for us as 38m puts us deep into the field.

4.16 MINIMUM SETBACKS FROM PROVINCIAL HIGHWAYS, COUNTY ROADS AND TOWNSHIP CONCESSION ROADS		
Notwithstanding any other provision of this By-law, where a building or structure is erected or altered adjacent to a Provincial Highway, County Road, or Township Concession Road, minimum setbacks from such roads shall be provided as follows:		
(a) buildings and structures for agricultural, commercial, industrial or institutional uses:		
(i) Provincial Highway		32.0 metres (105 ft) from the centre line of the road or 14.0 metres (46 ft) from the street line, whichever is the greater; 30.0 metres (98 ft) from the street line for all pits and quarries;
(ii) County Road		38.0 metres (125 ft) from the centre line of the road;
(iii) Township Concession Road		15.0 metres (49 ft) from the streetline

PLAN VIEW - Highbury Ave as an Example:



REASONING FOR REQUEST TO WAIVE:

Quadro has had multiple conversations about this land acquisition with the current land owner at Lot 9 Con 7. An agreement of purchase and sale was almost finalized. The current land owner was unaware if land was to be sold and severed, the additional 3 meter dedication would be required across the severed and retained land for the entirety of the frontage on Highbury Ave. Quadro made the land owner aware of what would occur if we proceeded with the acquisition. This has caused the sale agreement to come to a halt.

Quadro now stands before council to have this policy waived so that we can move forward with this land purchase. If this falls through with the current intent to purchase, timing would not favor this project moving forward as we wouldn't be able to complete it in time. The timing of trying to find another parcel to acquire as well as running into the same issue with another land owner not wanting to lose land due to land dedication for retained.

Slide 4 shows the (2) proposed areas under consideration for Quadro to place the Central Office building. Quadro is open to either proposed lot to be severed, with hopes of waiving the land dedication for loss of additional land to either Highbury Ave or Eight Mile Rd for the current land owner.



CONCLUSION

Quadro thanks the council for letting us speak to this issue.

We would be very appreciative if this request for waiver could be granted.

Through past and present, Quadro's track record in working with multiple municipalities and counties has been very successful and cooperative.

We hope this request will be granted and look forward to continuing to work with the Middlesex County & Middlesex Centre in the future.

This project when completed will provide the services needed for today and will future proof these customers as requirements change. Quadro is dedicated to continuing our mission by enriching our customers experience with personal service and innovative products.



Committee of Whole

Meeting Date: February 8, 2022
Submitted by: Marci Ivanic, Legislative Services Manager/Clerk
SUBJECT: EXTENSION OF WARDEN'S TERM: ADMINISTRATIVE OVERVIEW

BACKGROUND:

On January 11, 2022, Council passed the following motion:

THAT Staff be directed to prepare a report setting out the administrative process required to extend the Warden's term from one (1) to two (2) years, commencing December 2022.

This report sets out the legislative framework required to make changes to the term of Warden.

ANALYSIS:

Section 1(E) of Middlesex County's Rules of Procedure By-law #5968 states that Council shall, in each year of its term, appoint the Head of Council at its first meeting.¹

Section 218(4) of the *Municipal Act, 2001* authorizes an upper-tier municipality to change the term of office of an appointed head of council so long as the new term does not extend beyond the term of council.² The municipality must provide notice of its intention to pass such a by-law and must hold at least one public meeting to consider the matter.³

Note that if a by-law extending the term of a head of council is passed in the year of a regular election before voting day, the by-law does not come into effect until the second regular election following the passing of the by-law.⁴ Therefore, if Council were to amend its Rules of Procedure to allow for a two-year term, such amendment would not come into effect until the day the new council is organized following the 2026 election.

¹ Middlesex County Rules of Procedure By-law #5968, as amended, section 1(E).

² *Municipal Act, 2001*, SO 2001, c. 25 s 218(4) [*Municipal Act*].

³ *Ibid* s 219(1).

⁴ *Ibid* s 219(3).

Note that pursuant to section 219(4), the 2026 election would be conducted as if the by-law was already in force.

In addition to these administrative considerations, it should also be considered whether any change to the term of Warden made in reliance on section 218 of the *Municipal Act, 2001* would require compliance with the remaining provisions of that section.⁵

Note that the Warden's current one year term, as well as the County's existing representation rules which state that municipalities with less than 1,500 electors shall have no representation on Middlesex County Council, were established in accordance with the provisions of the *Municipal Act, 1996*. Under that Act, the Warden's term could be one or four years, and there was no mandatory representation requirement. The ability for Council to change the Warden's term of office to a two year term was introduced by section 218 of the *Municipal Act, 2001*. That section also introduced the requirement that each lower-tier municipality be represented on County Council.

It is the Legislative Services Manager/Clerk's view that, in order for Council to rely on section 218 of the *Municipal Act, 2001* to change the term of Warden from one to two years, the County would also likely be required to comply with the remaining provisions of section 218 and ensure mandatory representation for all local municipalities on County Council.

As noted in previous reports to Council on the topic of governance, any change to the composition of County Council would require notice, a public meeting, and a triple majority, including the total number of electors in the lower-tier municipalities that have passed resolutions consenting to the by-law from a majority in the upper-tier municipality.⁶ It should also be noted that the necessary by-law would not come into effect until the day the new council is organized following the 2026 election.

In conclusion, although changing the term of Warden does not by itself require a triple majority, the necessary by-law would likely require notice, a public meeting and a triple majority as, in the Legislative Services Manager/Clerk's view, the by-law would need to include changes to the composition of County Council to comply with the *Municipal Act, 2001*. Furthermore, any by-law passed by Council this year in reliance on section 218 would not come into effect until after the 2026 election.

FINANCIAL IMPLICATIONS:

Extending the Warden's term from one year to two years would not impact the Warden's annual salary.

⁵ *Ibid* s 218(1)6 states that each lower-tier municipality shall be represented on the upper-tier council.

⁶ *Ibid* s 219(1) and (2).

ALIGNMENT WITH STRATEGIC FOCUS:

N/A

RECOMMENDATION:

THAT Council receive the report for information.



Committee of the Whole

Meeting Date: February 8, 2022

Submitted by: Ebyan Hassan, Business and Data Analyst

SUBJECT: MUNICIPAL MODERNIZATION PROGRAM – PROCURMENT SERVICE DELIVERY REVIEW

BACKGROUND:

On March 15, 2021, the County submitted an application under Intake 2 of Ontario Ministry of Municipal Affairs and Housing's Municipal Modernization Program for Service Delivery Review: Municipalities of County of Middlesex Joint Procurement Processes Review.

On June 30, 2021 the County received a letter from the Hon. Steve Clark, Minister of Municipal Affairs and Housing approving our four Municipal Modernization Program applications.

Middlesex County is required to ensure that the service delivery project will be completed with the following conditions:

- 1) Submission of an Interim Progress Report to the Province;
- 2) Submission of Independent Third-Party Reviewer's Report to the Province;
- 3) Publishing of Independent Third-Party Reviewer's Report on the Middlesex County publicly accessible website, and;
- 4) Submission of Final Report to the Province

ANALYSIS:

In October 2021, the County contracted LXM LAW LLP to conduct an unbiased, objective third-party review of procurement services for Middlesex County and Local Municipalities with a focus on improving efficiency and effectiveness.

The goal of the review was: (1) to conduct a comprehensive analysis of procurement service delivery within the County and Local Municipalities by assessing the current

state of procurement policies, practices, processes, and resources to identify strengths, challenges, & gaps, and find opportunities for improvement; and (2) to provide recommendations to modernize procurement operations to address the identified challenges and gaps, and ensure alignment with best practices.

LXM LAW LLP used the following methodology to conduct the analysis:

1. Confirmation and Validation of Expectations and Objectives
2. Review and Assessment of Existing Procurement Policy Framework
3. Discovery Interviews
4. Preparation of Report

The report reviewed and assessed The County and Local Municipalities' existing policies, by-laws, templates, forms, and processes. The post-budget approval process was also reviewed to map the current procurement and approval processes across each Municipality.

Review and Assessment of Existing Procurement Policy Framework:

An overview of annual procurement data was provided by each Municipality. Given the differences in respective size and available budgets of each municipal government, the consultants found a significant variation in annual volume of procurement transactions, number of publicly advertised projects; council approval threshold; and annual value of awarded contracts. The total estimated annual value of awarded contracts ranged from \$3.6M to \$52.6M, with monetary thresholds at which a procurement must be publicly advertised ranging from \$25K to \$100K.

Procurement policies and procedural frameworks also varied widely in scope and detail. The report found that although The County and most Municipalities have recently adopted procurement policies, in several cases, these policies lack clarity in delegated authority and reporting requirements; some are overly prescriptive and procedural; and some policies do not align with current best practices.

In general, the County and Local Municipalities have adopted a highly decentralized approach to managing their procurement operations. For the majority of procurements, the consultants discovered individual departments conduct their own procurement process for their own specific requirement with limited or no centralized procurement support services. Some of the weaknesses identified also include insufficient resources allocated to procurement operations across all locations. During the Discovery Interviews, the report found that procurement services are often under-prioritized, under-resourced, and under-funded.

The lack of centralized procurement support results in inefficient operations, with significant multiplication of effort and repetitive administrative tasks being performed by

managers & directors, and exposes the County and Local Municipalities to risk of non-compliance with governing rules. During the discovery interviews all stakeholders agreed that they would benefit from standardized procedures and templates.

Implementation

LXM LAW's recommendations revolve around 3 core concepts: Documentation, Centralization, and Standardization. Through the adoption of documented procedures and templates and the creation of centralized procurement support services, the County and Local Municipalities can standardize their practices. As a result, standardization of practices can increase efficiency and improve productivity and maximize competition by facilitating collaboration among the County and Local Municipalities, and minimize risk by enhancing compliance with legal standards and best practices, all of which reduce costs and serve to optimize the procurement outcome.

The recommendations include:

1. Adopt Consistent Governing Policies
2. Develop Standardized Procedures, Tools, and Templates
3. Establish Centralized Procurement Services

In connection with the three recommendations above, the report recommends the County and Local Municipalities should pursue a shared service delivery model for procurement services delivered by the County to improve productivity and facilitate collaboration and participating in buying groups. The report recommends that the County hire an experienced procurement manager to provide centralized procurement services to its operational departments, engage in collaborative procurements with the Local Municipalities, and facilitate participation in larger buying groups.

The report notes that estimated savings in the range of 5-15% are generally seen in public sector collaborative procurements and potentially higher in procurement opportunities undertaken by larger consortia.

The report recognizes that a single shared resource would not be sufficient and may, in fact, be counterproductive. In addition to the creation of a procurement manager position at the County to address its own needs, an in-house procurement coordinator should be hired to work alongside the County's procurement manager to provide coordination and tactical procurement support to the Local Municipalities.

After review, considering best practices and discussions with the County and Local Municipalities, LXM LAW determined that a centralized procurement coordinator and on-demand expertise will best serve the Local Municipalities current requirements for

shared procurement support services. This model is highly adaptable to the varying needs of the individual Municipalities and can provide an efficient and cost-effective approach to managing surges and lulls in the need for procurement expertise and strategic advice. Situating the shared services resource(s) at the County would facilitate the coordination and interaction between the shared procurement services and the shared legal services provided by the MCBSO and could mirror aspects of the existing shared IT services model that is very successful.

The final report which is attached was presented to the working committee at the County and each Local Municipality.

Under the obligations of the transfer of payment agreement with the MMAH, the final report was submitted and published on the Middlesex County Website on January 30, 2022.

FINANCIAL IMPLICATIONS:

As presented to County Council on October 12, 2021, the County and Local Municipalities received \$65,000 of funding from Intake 2 of the Municipal Modernization program which covered the costs of the Service Delivery Review.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Promoting Service Excellence	Innovate and transform municipal service delivery	Anticipate and align municipal service delivery to emerging needs and expectations Collaborate with strategic partners to leverage available resources and opportunities Build organizational capacity and capabilities

ACKNOWLEDGEMENTS:

The report was led by the Information Technology Services Department in conjunction with the Finance Department and representatives from each of the Local Municipalities. A special thank you to Chris Bailey, Manager of ITS and Cindy Howard, GM of Community Services and Finance. They helped facilitate and manage the project to foster cohesion and collaboration between all participating municipalities.

A special thanks also to the treasurers from the Local Municipalities who were an integral part of the project and participated from planning to implementation.

RECOMMENDATION:

THAT the report be received for information.

MIDDLESEX COUNTY

Procurement Operations Modernization

Service Delivery Review for Procurement Services

FINAL REPORT

January 18, 2022



LXM LAW LLP
BUSINESS LAW | PROCUREMENT LAW | CONSULTANTS

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1. Introduction

1.1. Background

LXM Law LLP was engaged by the County of Middlesex (the “County”) in October 2021 to conduct a Service Delivery Review for Procurement Services (the “Review”) for the County and the following lower-tier municipalities:

- Township of Adelaide Metcalfe
- Township of Lucan Biddulph
- Municipality of Middlesex Centre
- Municipality of North Middlesex
- Municipality of Strathroy-Caradoc
- Municipality of Southwest Middlesex
- Municipality of Thames Centre

In this report, we refer to the County and the seven lower-tier municipalities collectively as the “Municipalities”.

The core objectives of the Review are:

- to conduct a comprehensive analysis of procurement service delivery within the Municipalities by assessing the current state of each Municipalities’ procurement policies, practices, processes, and resources to identify existing strengths, challenges, and gaps and find opportunities for improvements; and
- to provide recommendations to modernize procurement operations to address the identified challenges and gaps, ensure alignment with best practices, reduce risk, and improve the overall efficiency and effectiveness of the Municipalities’ procurement services.

1.2. Methodology

Our Review was carried out in accordance with the following methodology:

Confirmation and Validation of Expectations and Objectives

We began the process with a kick-off meeting with representatives of the various Municipalities to discuss goals and expectations, validate the scope of work, and confirm timelines.

Review and Assessment of Existing Procurement Policy Framework

We conducted an in-depth review and assessment of each of the Municipalities’ existing procurement documentation, including policies and by-laws, templates, forms, and processes.

We reviewed the post-budget approval process for each Municipality in order to map the current procurement and approval processes across the Municipalities.

Discovery Interviews

We interviewed key stakeholders from each Municipality to gather information regarding current procurement practices and resources and obtain insight into the strengths and challenges of their procurement operations.

Preparation of Report

We prepared a draft report and provided the draft to the Municipalities for review and feedback.

We reviewed the Municipalities' feedback on the draft report and met with core representatives of the Municipalities to discuss the feedback.

Taking into consideration the Municipalities' feedback on the draft report, we prepared this final report.

2. Analysis of Current State of Procurement Operations

2.1. Overview

In total, the County has approximately 75,000 residents, with approximate populations of each of the lower-tier Municipalities ranging from 3,100 to 21,700.

Not surprisingly, given the differences in their respective sizes and available budgets, annual expenditures for procurements of goods, services and construction vary widely across the Municipalities, with the total estimated annual value of awarded contracts ranging from \$3.6M to \$52.6M.

There is also significant variation in each of the Municipalities' annual volume of procurement transactions and the number of those procurements that are publicly advertised. Although tied in part to the differences in population size and annual expenditures, the variation in volume of publicly advertised procurement transactions also reflects significant policy differences, with monetary thresholds at which a procurement must be publicly advertised ranging from \$25K to \$100K.

Despite differences in procurement needs, volumes, and expenditures, all of the Municipalities have adopted a highly decentralized approach to managing their procurement operations. For the majority of procurements, individual departments conduct their own procurement process for their own specific requirements with limited or no centralized procurement support services.

2.2. Assessment of Current Procurement Documents

The Municipalities have procurement policy and procedure frameworks that vary widely in scope and detail.

Most Municipalities have recently adopted procurement policies; however, in several cases, these recently adopted policies mirror the County's current Procurement Policy which has been in place since 2005.

The County has been drafting a new procurement policy that is expected to be completed and adopted by February 2022. In connection with our services delivery review, we have conducted a peer review of the updated draft policy and have provided our feedback to the Middlesex County Barrister and Solicitor's Office (the "MCBSO").

All of the existing procurement policies address important topics and establish governing principles and roles and responsibilities for procurement operations in the Municipalities. However, each policy has areas of opportunity for improvement. For example, some policies lack clarity in delegated authority and reporting requirements; some are overly prescriptive and

procedural; and some policies do not align with actual current practices. All of the policies could benefit from streamlined drafting and simplification of language to improve readability.

Although all the Municipalities have a Council-approved governing procurement policy, most do not have documented procedures, procurement document templates and standard form contracts to facilitate consistent and efficient procurement operations. In most cases, the procurement document templates used by the Municipalities are not standardized, consistent or streamlined for ease of use, contributing to inefficiencies in the procurement process.

In addition, there is no documented framework or formalized process for developing and sharing annual procurement plans to identify opportunities for collaborative procurements.

Overall, in our view, there are a number of opportunities to improve and standardize the Municipalities' policies, procedures, and templates to increase efficiencies and facilitate collaboration.

2.3. Status of Current Procurement Capabilities and Competencies

Under the decentralized procurement model adopted by the Municipalities, individual departments are responsible for conducting their own procurement processes to acquire the goods and services they need. Different departments within each of the Municipalities have varying levels of experience and expertise, in large part due to some departments managing a much higher volume of procurements than others.

Some Municipalities have been able to assign centralized procurement tasks to particular staff members who are certainly capable and competent, but they perform these tasks in addition to the primary duties associated with their positions. None of the Municipalities have dedicated procurement specialists on staff to assist the operational departments with their procurement responsibilities.

Many of the individuals we spoke to during the discovery interviews demonstrated a good understanding of procurement rules and process and, in our view, are managing procurement functions in a capable and competent manner. However, these individuals are often directors and managers in quickly growing municipalities and the time they spend on administrative procurement tasks could be better spent on tasks more appropriate to their managerial roles. Further, given the breadth and demands of their roles, department heads do not have sufficient time to devote to strategic procurement planning and collaborative procurement initiatives.

As the Municipalities continue to grow and the core responsibilities of department heads increase in breadth and complexity, it will make less and less sense for those individuals to be

carrying out tactical administrative tasks in the procurement process and become less and less feasible for them to engage in strategic procurement planning and development.

2.4. Strengths, Challenges and Gaps

Strengths

- **Commitment and Dedication**

Some of the Municipalities' procurement operations are significantly more developed than others in terms of documentation and use of technology. However, based on our discussions in the discovery interviews, it is clear that the individuals we spoke with from all of the Municipalities are committed to fulfilling their procurement responsibilities and share a strong desire to achieve best value and ensure compliance with governing rules and best practices in their procurement operations.

- **Successful Outcomes**

In the discovery interviews, representatives of all the Municipalities reported a generally high degree of satisfaction with the level of competition and overall outcome of the majority of their procurement processes. Generally, the Municipalities reported that their public competitive procurements typically attract a reasonable number of competitive bids and they do not regularly encounter significant bid compliance issues, bidder complaints, poor contract performance, or contract disputes.

Resources

In our view, insufficient resources have been allocated to procurement operations in all of the Municipalities. Despite being essential to the operation of a municipality, the procurement function is often under-prioritized, under-resourced, and under-funded. With millions of dollars spent annually on goods, services and construction projects, the Municipalities should be prepared to invest in appropriate procurement resources so that those transactions can be completed in an efficient, effective manner that aligns with legal requirements and standards of fairness, consistency, and transparency in the expenditure of public funds.

The lack of centralized procurement support within the Municipalities results in inefficient operations, with significant multiplication of effort and repetitive administrative tasks being performed by managers and directors, and exposes the Municipalities to risk of non-compliance with governing rules.

The lack of centralized resources to identify shared requirements and coordinate collaborative procurement processes results in missed opportunities for cost-savings through pooling

resources and buying power. Although some of the Municipalities have collaborated on past procurements and been involved in larger buying groups, it is our understanding that these activities have been relatively infrequent, despite the recognition that the goods and services being purchased are often similar across the Municipalities.

Policies and Practices

Differences in the Municipalities' existing procurement policy frameworks create barriers to collaboration. Although all municipalities in Ontario are subject to the same procurement rules externally imposed by common law standards, legislation and trade agreements, the Municipalities are subject to differing "self-imposed" procurement rules pursuant to their individual procurement policies. In particular, there are significant differences in the monetary thresholds above which each Municipality is required to conduct a publicly advertised open competitive process.

In the discovery interviews we heard a lot about inconsistency in practices both within and across the Municipalities, and all stakeholders that we spoke with agreed that they would benefit from standardized procedures and templates.

Inconsistent procurement practices across the Municipalities also cause frustration for potential suppliers looking to do business with the Municipalities. For example, the Municipalities do not use a consistent platform for advertising their public procurement opportunities and only three of the eight Municipalities use an e-bidding platform for electronic bid submission.

Lack of standard contract documents exposes the Municipalities to legal and operation contracting risks. In many cases, the Municipalities are procuring goods and services without a clearly documented purchase agreement or entering into agreements based on the suppliers' standard contract terms. Although supplier contracts may be appropriate in some cases, they are too often one-sided and must be carefully reviewed and assessed to ensure that the Municipality's interests are sufficiently protected.

Role of Council

In accordance with best practices in municipal procurement, there is a need for a clear separation of political and administrative functions in relation to a Municipality's procurement operations.

Council's decision-making role in respect of procurement and expenditures should be exercised at the time of considering and approving the relevant budget. Once an approved budget is in place, authority should be delegated to staff to conduct the procurement process in accordance with established policies and procedures, award the contract to the successful supplier, and pay the invoices duly issued under the contract without the need for further Council approval.

The level of Council involvement in procurement, including the dollar threshold at which competitive contract awards require Council approval, varies significantly among the Municipalities.

In some cases, staff have delegated authority to award competitive procurement contracts for all approved expenditures and Council approval at the contract award stage is only required if the contract value exceeds the approved budget. In our view, this is an appropriate delegation of procurement authority.

In other cases, Council approval is required to award all competitively tendered contracts with a value over \$50,000 and, in at least one of the Municipalities, we understand that further Council approval is required for all invoice payments associated with duly awarded contracts. These procurement approval requirements do not reflect an appropriate separation of roles between the Municipality's elected officials and staff. Not only do these requirements create inefficiencies and bottlenecks in the procurement process, they also expose the Municipalities to the risk of allegations of inappropriate political influence and interference in the procurement process.

3. Recommendations

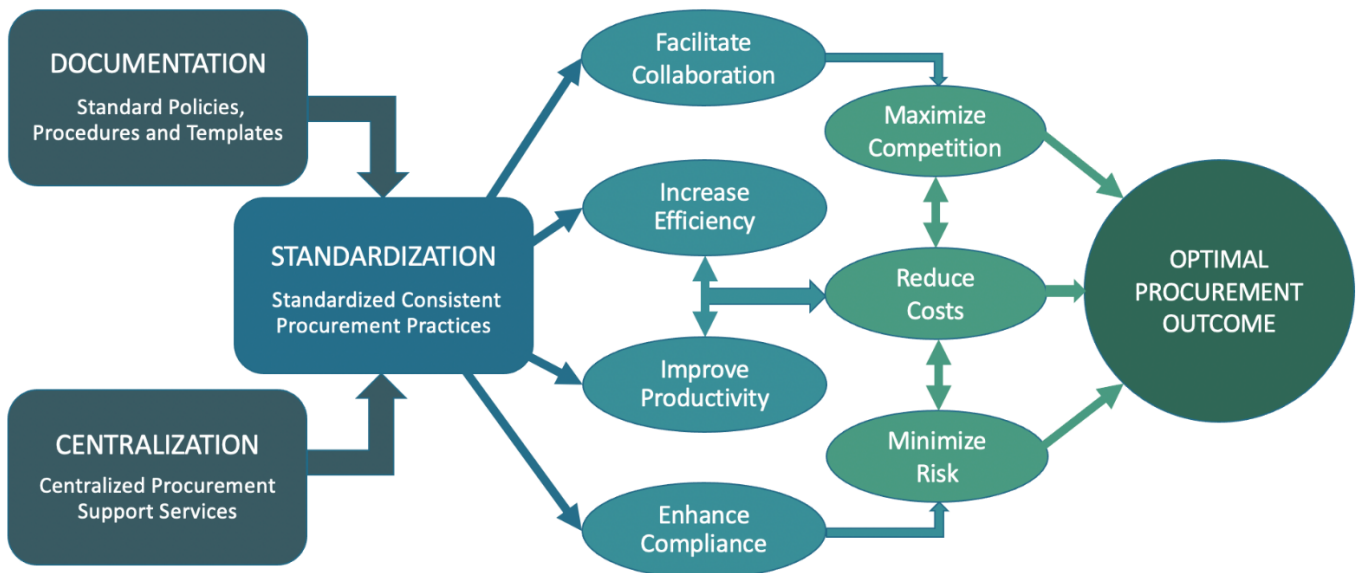
3.1. Overview of Key Recommendations

This section provides an overview of our core recommendations and specific implementation suggestions are provided in Part 4 of this Report.

Our recommendations revolve around three core concepts: documentation, centralization, and standardization.

Through the adoption of documented procedures and templates and the creation of centralized procurement support services, the Municipalities can standardize their practices.

In turn, standardization of practices can increase efficiency and improve productivity, maximize competition by facilitating collaboration among the Municipalities, and minimize risk by enhancing compliance with legal standards and best practices, all of which reduce costs and serve to optimize the procurement outcome.



⇒ Adopt Consistent Governing Policies

Each Municipality should have a governing procurement policy to clearly define and delineate the roles of Council and staff and ensure clear delegations of authority and responsibility for the Municipality's procurement activities.

In order to facilitate standardized practices, collaboration and shared services, the governing policies of each Municipality should be similar in format and core content, with room for variation to reflect independent policy decisions and levels of delegated authority, where necessary.

The governing policies should:

- be streamlined to focus on governance matters and leave procedural content and administrative detail to supporting procedures that can be more readily adapted to reflect developments in best practices and organizational changes in procurement service delivery;
- provide for Council authorization of procurements and expenditures through the budget approval process and delegation of authority to staff to conduct procurement processes, award contracts that are within budget, and pay invoices duly issued under contracts without the need for further Council approval;
- include thresholds and requirements for publicly advertised open competitive procurement processes that align with the Municipalities' trade agreement obligations; and
- be accompanied by a contractor performance management policy to provide for a formalized and consistent approach to managing contractor performance, including monitoring and evaluating performance, managing performance issues and applying corrective measures, as necessary, and documenting performance outcomes.

⇒ Develop Standardized Procedures, Tools and Templates

The adoption of standardized procedures, checklists, and other tools, including the use of a standard e-bidding platform, will ensure consistency, help minimize the risk of error, enhance legal compliance and lower administrative costs.

The use of standardized procurement templates would improve the efficiency and consistency of procurement processes, enhance compliance with the rules, lower administrative costs and enhance legal protections for the Municipalities.

Standard legal terms and conditions for purchase contracts would help streamline procurements by limiting the need for negotiations or review of supplier contracts, improve consistency, mitigate legal risk, and lower administrative costs.

⇒ **Establish Centralized Procurement Services**

In our experience, it is surprising that a municipality of the size and complexity of the County does not have dedicated staff providing centralized procurement services. Other upper-tier municipalities of similar size, such as Muskoka District, Dufferin County, Bruce County, United Counties of Leeds and Grenville, and Northumberland County, have dedicated procurement managers or procurement coordinators on staff.

In keeping with best practices in Ontario municipal procurement, we recommend that the County create a procurement manager position to provide centralized procurement services. This resource could serve the procurement needs of the County's operational departments, as well as identifying opportunities for collaboration with the other Municipalities and assisting with collaborative procurements.

While a decentralized procurement model is more common in smaller single-tier and lower-tier municipalities, it is our view that some level of centralized procurement support service would be highly beneficial for all of the Municipalities. To facilitate collaboration and serve the varying needs of the Municipalities in a cost-effective manner, we recommend that centralized procurement support services be made available to all the Municipalities through a shared service delivery model.

To achieve an appropriate level of centralization and successfully support the procurement operations of all of the Municipalities, we recommend that the procurement manager position be supported by an additional procurement coordinator position. The procurement coordinator would deliver shared procurement services to support the day-to-day procurement operations of the lower-tier Municipalities and assist in coordinating collaborative procurements.

3.2. Opportunities for Efficiencies and Cost Effectiveness

3.2.1. Collaborative Purchasing and Shared Services

The Municipalities should pursue a shared service delivery model for procurement services to improve productivity and facilitate collaboration and participation in buying groups. There are a number of different shared services models that could be considered

by the Municipalities. We have explored various options and approaches in more detail in our recommended implementation plan in Part 4 of this report.

Although the Municipalities could engage in collaborative procurements in the absence of a shared service delivery model, insufficiency of existing resources and the lack of centralized procurement support services make it extremely challenging for Municipalities to engage in strategic planning and coordinate collaborative procurement initiatives.

Collective decision-making, compromise and the expenditure of money, time and effort will be required to establish and implement a shared delivery model. However, once implemented, the Municipalities are likely to enjoy considerable cost-savings in collaborative procurements and significant reduction in the expenditure of resources on their individual procurement operations.

Economies of scale realized through increased collaborative procurement will generate cost-savings through lower prices and reduced time and money spent conducting multiple procurement processes for the same requirements. Estimated savings in the range of 5-15% are generally seen in public sector collaborative procurements and potentially higher in procurement opportunities undertaken by larger consortia. It is our expectation that cost savings would cover or substantially offset the costs of implementing and funding the shared procurement services.

3.2.2. Process Workflow Improvements

Procurement workflows involve several predictable and repetitive tasks involving the movement of data and documents involved in a procurement transaction from one step to the next in the procure-to-pay process. Many of these tasks can be centralized and/or automated to reduce the potential for human error, remove bottlenecks, and improve consistency throughout the process workflow. Technology can be utilized to streamline and automate approval processes to remove bottlenecks and provide for storage and access to centralized information to facilitate tracking, reporting, planning and collaboration.

A digitized and centralized PO-based invoicing and accounts payable system could improve transparency and visibility, facilitate 3-way matching (PO / delivered goods & services / invoice), provide for better monitoring, control over-spending, and accelerate payment turnaround.

While a few Municipalities have implemented these initiatives to varying extents and have reported positive outcomes, greater benefits could be realized through a

coordinated approach to establishing or adopting common technology and automated systems across the Municipalities to facilitate enhanced information sharing and collaboration.

3.2.3. Standardization of Practices to Improve Productivity

Standardization of practices can be accelerated through the adoption of standardized documentation, including procedures and templates, and centralization of procurement support services.

A few of the Municipalities have developed procedures and templates to facilitate their procurement operations; however, the majority are lacking documentation in this area. Productivity would be significantly improved through the adoption of standardized, streamlined, user-friendly templates that can be used to prepare and assemble procurement documents. Modular “plug and play” templates would allow Departments to focus on the preparation of their procurement-specific requirements (technical specifications, statement of work) for easy incorporation into a complete procurement document containing clear process rules and a clear articulation of the evaluation and selection method. In addition, a standard form contract appropriate for the purchase of the required goods and/or services could be selected and “plugged” into the procurement document.

With centralized procurement support services, tactical tasks such as final assembly and posting of public procurement documents would be carried out in a consistent manner, reducing the administrative burden on Departments. Time currently spent by Department Heads on administrative aspects of procurement can be more appropriately allocated to their core responsibilities.

3.3. Best Practices and Innovation

3.3.1. Compliance with Legal Standards and Trade Agreements

The significant variation between Municipalities with respect to the adoption of documented procurement procedures makes it difficult to assess whether current procurement practices align with the legal standards and trade agreement obligations. Based on our review, it appears that the Municipalities generally have a good understanding of legal standards and rules governing public procurement. However, there is concern that as existing resources become increasingly stretched, the lack of dedicated specialized procurement support services will compromise the Municipalities’ ability to keep apprised of and adapt to developments in procurement law and best practices.

Based on the Municipalities' existing policy frameworks, the basic requirements for open competition are being followed; in fact, in many instances, public competitive processes are being conducted for procurements valued well below applicable trade agreement thresholds.

To comply with legal standards in public procurement, the procurement document templates that are currently in use by the Municipalities should be updated to address inconsistencies in respect of the rules of the competitive process. Contract terms also need to be included in the RFx documents so bidders are made aware of the intended contractual arrangement and can bid on the same basis.

3.3.2. Mitigation of Risk

Lack of standardized procurement documents, inconsistency in procurement practices, and insufficient resources for coordinating, tracking, and monitoring procurements, expose the Municipalities to legal, operational, and reputational risk. Procurement risk would be reduced through adoption of standardized procedures and template documents, consistent practices, and centralized oversight.

The adoption of standardized documented procurement procedures and templates will mitigate legal risk associated with non-compliance with legal standards and trade agreement obligations and mitigate operational and reputational risk arising from suppliers having to navigate and adapt to inconsistent documents and practices when competing for the various Municipalities' contracting opportunities.

Legal and operational risk can be further mitigated by the development of standard form contract documents with standardized legal terms and conditions that can be used by the Municipalities when contracting with suppliers and contractors for different types of goods and services. Although in some cases acceptance of a supplier's standard form of contract may be appropriate, it should not be standard practice. In the procurement of most goods and services the Municipalities should be contracting with suppliers based on terms and conditions that have been developed to protect the legal interests of the Municipalities.

3.3.3. Technology Solutions

All of the Municipalities should be utilizing an e-bidding platform to advertise competitive procurements and to receive electronic bid submissions. Given that three of the eight Municipalities are already using the bids&tenders platform, we recommend that the remaining Municipalities adopt the use of that platform and transition to a fully electronic process for all publicly advertised procurements.

We also recommend the use of a common technology solution to better track, monitor and coordinate procurement operations across the Municipalities. This would enable centralized information storage and aggregation of data to enhance transparency, reduce risk and facilitate strategic initiatives.

In the longer term, the Municipalities should consider improving accounts payable workflow through the implementation of automated purchase order systems.

3.3.4. Innovative Procurement Methods

The establishment of centralized procurement support services would facilitate the use of more innovative procurement methods, including:

- participation in cooperative and group purchasing initiatives
- establishment of standing arrangements and multi-use prequalified supplier lists; and
- use of electronic reverse auctions in appropriate circumstances.

For complex procurements involving innovative methods, procurement experts could assist with multi-stage processes that incorporate dialogue sessions and negotiations with short-listed proponents followed by the submission of best and final offers.

3.3.5. Metrics for Measuring Procurement Results

Performance metrics should be developed to reflect and support each Municipality's particular circumstances and objectives. However, generally speaking, metrics for measuring procurement results focus on the achievement of best value through assessing the economy, efficiency, and effectiveness of the Municipality's procurement operations.

If the ultimate objective of the procurement function is to attain best value for money through procuring goods and services with the most advantageous combination of cost, quality, and sustainability to meet the Municipality's requirements in an efficient, transparent, and cost-effective manner, the primary goals would include:

- improving efficiency of the procurement process
- reducing risk
- increasing competition
- improving vendor performance and the quality of contract outcome
- reducing costs

To measure the success of the Municipalities' procurement operations in relation to these goals, the Municipalities should consider establishing individual procurement metrics, annual procurement metrics and initiative-based procurement metrics.

Individual Procurement Metrics

When measuring the success of an individual procurement, the Municipalities should consider the:

- quality of the RFX document
- level of competition
- outcome of the competitive process
- outcome of the contract

Annual Procurement Metrics

On an annual basis, the Municipality should track the following:

- general procurement data, including volume of competitive and non-competitive procurements
- average level of competition in competitive procurements
- annualized competitive process results
- annualized contract results

Initiative-Based Metrics

To measure the results of implementing new initiatives, such as standardizing procedures, RFX templates and standard terms and conditions, adopting a common e-bidding platform and engaging in collaborative procurements, the Municipalities should track bidder response rates and bid prices to assess any increases in competition and cost-savings generated from these initiatives.

4. Implementation

4.1. Adopt Consistent Governing Policies

Taking into account the recommendations set out in section 3.1 of this report and the feedback provided in our peer review of the County's draft procurement policy, the Municipalities should leverage the work that has been done by MCBSO, as well as elements of the recent policies adopted by Middlesex Centre and Southwest Middlesex, to develop a standard governing procurement policy for adoption by each of the Municipalities.

The governing policies of each Municipality should be similar in format and core content, with room for variation to reflect independent policy decisions and levels of delegated authority, where necessary.

To the extent possible, the governing policies should require the use of the same procurement methods at the same contract value thresholds. We recommend that publicly advertised open competitions should only be required for procurements with an estimated value above \$100,000, which aligns with trade agreement requirements.

Exceptions to the requirement for publicly advertised competitive procurement should align with applicable trade agreements and be consistent across the Municipalities.

Staff should have delegated authority to award competitive procurement contracts where:

- the contract is awarded to the successful bidder based on the evaluation and selection process set out in the procurement document (e.g. lowest compliant bidder or highest scoring bidder);
- the contract value does not exceed the approved budget more than an established dollar value or percentage; and
- the proposed contract term does not exceed an established maximum length (e.g. 5 years).

4.2. Develop Standardized Procedures, Tools and Templates

The Municipalities should collectively develop and adopt standardized procedures, modular procurement document templates and standard contracts that are suitable for use by all of the Municipalities.

Depending on the shared procurement services model adopted by the Municipalities, these documents could be developed "in-house" by a newly created centralized

procurement unit in consultation with the MCBSO, using the documents that have already been developed by the County and Middlesex Centre as a starting point. Alternatively, external resources could be retained to accelerate the preparation and implementation of the documents in consultation with the MCBSO and representatives of the Municipalities.

Ultimately, the goal should be to obtain a complete municipal procurement “toolkit” that will enable the Municipalities to follow standardized processes and conduct successful procurements. The toolkit should be developed in accordance with best practices by procurement experts with input from end-users to ensure the procurement tools are practical, user-friendly, and appropriately scaled to the needs of smaller municipalities. Having access to clear, simple, adaptable, and easy-to-use tools in combination with dedicated procurement resources trained to use those tools and perform the administrative aspects of the procurement process would provide significant improvements in efficiency and consistency.

In addition, all of the Municipalities should be using the same e-bidding platform and should transition to a fully electronic process for all publicly advertised procurements. This can be accomplished with the assistance of a centralized procurement coordinator who would set up each Municipality on the platform and assist with the posting of procurement opportunities and management of the e-bidding process.

4.3. Establish Centralized Procurement Services at the County

To implement this recommendation, the County should hire an experienced procurement manager to provide centralized procurement services to its operational departments, engage in collaborative procurements with the other Municipalities, and facilitate participation in larger buying groups.

We have considered whether the procurement manager position could also provide shared procurement support services to the lower-tier Municipalities; however, in our view, a single shared resource would not be sufficient and additional procurement resources will be needed to ensure appropriate service levels and successfully support the procurement operations of all of the Municipalities. If procurement resources are stretched too thin, the establishment of centralized services is not likely to achieve desired efficiencies and may, in fact, be counterproductive.

4.4. Deliver Shared Procurement Support Services to the Lower-Tier Municipalities

In addition to the creation of a procurement manager position at the County to address its own needs, there are a number of possible approaches to the delivery of shared

procurement support services to the lower-tier Municipalities, with various service models on a sliding scale from purely administrative support service to full-service delivery of centralized procurement operations.

The appropriate shared services model and the resources needed to successfully deliver the services are likely to change as the Municipalities continue to grow and procurements will increase in value and complexity, and the selected model may need to transform over time.

We recommend consideration of the two models set out below:

- **Model #1: Centralized Procurement Coordinator & On-Demand Expertise**

Under this model, an in-house procurement coordinator would be hired to work alongside the County's procurement manager to provide coordination and tactical procurement support to the Municipalities. Additional strategic support and procurement expertise for large and/or high-risk procurements would be made available on an as-needed basis through the MCBSO or obtained externally by the MCBSO, as needed, to ensure consistent delivery of shared procurement services.

- **Model #2: Centralized Full-Service Procurement Unit**

Under this model, an in-house full-service Procurement Unit including both managerial and administrative positions would provide both tactical procurement support and strategic procurement expertise to the County and to the lower-tier Municipalities. This would require sufficient resources to ensure service delivery standards can be maintained during surges in the procurement needs of the various Municipalities. The Procurement Unit would need to have the capacity and skills required to develop advance planning and collaboration strategies, attend buying group meetings, lead collaborative procurements, provide strategic advice and RFX document review services, and coordinate with the MCBSO and/or external legal counsel on high-risk procurements, contract negotiations and bidder/contractor disputes.

Based on our analysis of the information garnered through the discovery interviews conducted for the purposes of this report and our experience in working with other municipal clients, we are of the view that Model #1 is likely to best serve the lower-tier Municipalities' current requirements for shared procurement support services. This model is highly adaptable to the varying needs of the individual Municipalities and can provide an efficient and cost-effective approach to managing surges and lulls in the need for procurement expertise and strategic advice. The Municipalities would have the shared services of a procurement coordinator providing tactical support for day-to-day

procurement activities, as well as on-demand access to coordinated and consistent strategic advice and procurement expertise.

Situating the shared services resource(s) at the County would facilitate coordination and interaction between the shared procurement services and the shared legal services provided by the MCBSO and could mirror aspects of the existing shared IT services model that we understand to be successful.

4.5. Additional Considerations

Individual Municipality Needs

Individual Municipalities, particularly the larger Municipalities of Strathroy-Caradoc and Middlesex Centre, may also want to consider allocating additional internal resources to address their own procurement and project management requirements. In addition to the shared procurement support services recommended above, it would be reasonable for individual Municipalities to establish positions within certain operational departments that bridge the gap between procurement and subject matter expertise. These could be full-time or part-time positions serving individual Municipalities or could be resources that are shared between two or more of the Municipalities. The costs associated with augmenting internal project management expertise within the Municipalities could be offset by a reduction in reliance on external consultants to manage procurements and deliver projects, potentially reducing overall procurement costs.

Funding of Shared Resource(s)

Different approaches to funding could be considered, depending on the shared services model adopted.

Where one or more shared resources will be hired by the County or one of the other Municipalities, the Municipalities could share salary and other employment expenses through annual funding contributions to the employer Municipality. The amount of each Municipality's contribution could be determined in proportion to their respective population or annual procurement expenditures.

Where on-demand services of external procurement experts are required, this could be coordinated through the MCBSO and each Municipality could be separately invoiced and responsible for payment of the costs of the services they acquire. Where external resources are assisting with collaborative procurements the participating Municipalities would need to agree on the appropriate allocation of costs.

In the case of a centralized full-service procurement unit, strategic/collaborative activities intended to benefit all of the Municipalities could be funded by annual contributions from each Municipality and individual procurement support services could be acquired by each Municipality, as needed, based on an hourly rate or project-based retainer model.

4.6. Steps to Success

Irrespective of the shared services model and funding approach, the success of a shared procurement services delivery model will depend on clearly articulated expectations, commitments, and service level standards.

In our view, it would likely be counter-productive to mandate the use of centralized procurement support services. In general, services should be accessed by the Municipalities on a voluntary basis. It should be clear that the role of the centralized procurement support resource(s) is to act as a service-provider. Department Heads should remain responsible for the procurement operations within their respective departments and, subject to governing policies in respect of delegated authorities, should be the decision-maker.

Although procurement support services should be utilized on a voluntary basis, we recommend that all of the Municipalities commit to full participation in activities that will facilitate identification of opportunities for collaboration, such as sharing approved budgets and annual procurement plans.

When opportunities for collaboration are identified, participation in a collaborative procurement should be optional, with Municipalities having the right to opt in on a voluntary basis. However, once a decision to opt in has been made, participating Municipalities should be required to commit to engaging in the process and accepting the outcome. Typically, the primary cost-saving benefits of collaborative procurements are realized through economies of scale based on the participating municipalities pooling their buying power to capitalize on volume discounts. When participants are able to opt out of the procurement because they don't like the outcome, the integrity and success of the process is likely to be compromised.

In most cases, collaborative procurements should be structured to result in separate contracts between the successful bidder(s) and each of the participating Municipalities. However, in the absence of truly extenuating circumstances, all of the participating Municipalities should be expected to contract with the successful bidder(s) as determined by the evaluation and selection process set out in the procurement document.

Successful collaboration requires commitment and compromise. Although we would expect that all Municipalities will benefit from increased collaboration and will realize significant cost-savings and efficiencies from strategic planning and collaborative procurement initiatives, the Municipalities should accept that not every collaboratively procured contract will result in direct savings to every participating Municipality.



Committee of the Whole

Meeting Date: February 8, 2022
Submitted by: Marci Ivanic, Legislative Services Manager/Clerk
SUBJECT: REVISED 2022 MIDDLESEX COUNTY COUNCIL AND LIBRARY BOARD MEETING CALENDARS

BACKGROUND:

Each year, County Council distributes a calendar that outlines the Council and Library Board meetings, as well as conferences. In September 2021, Council approved the 2022 Council and Library Board meeting calendars. By producing the calendar well in advance of the upcoming year, there is a risk that changes to the schedule will need to be made throughout the year.

ANALYSIS:

The 2022 Ontario Good Roads Association annual conference has been moved from February to April 2022. As a result, Council will need to reschedule its April 12th meeting. The proposed new date for this meeting is April 5, 2022.

It is also necessary to cancel the November 23, 2022 County Council meeting as the current term of County Council ends on November 14, 2022 and the Inaugural meeting of County Council is scheduled for December 8, 2022.

Changes to the Library Board meeting schedule are also required as a result of the election. In consultation with the Director of Library Services, it is proposed that the November 23, 2022 meeting of the Library Board be moved to November 8, 2022 and that the December 13th meeting be cancelled in order to give sufficient time for Board appointments to be made. To meet the minimum number of meetings required by the *Public Libraries Act*, it is proposed that a meeting on October 25th be added to the Library Board calendar.

It is also proposed that the June 28th meeting of the Library Board be moved to August 23rd to accommodate Board member schedules.

SUMMARY:

County Council	Library Board
<ul style="list-style-type: none">• January 11, 2022• February 8, 2022• February 22, 2022• March 8, 2022 – Budget• March 22, 2022• April 5, 2022• April 12, 2022• April 26, 2022• May 10, 2022• May 24, 2022• June 14, 2022• June 28, 2022• July 26, 2022• August 23, 2022• September 13, 2022• September 27, 2022• October 11, 2022• October 25, 2022• November 8, 2022• November 22, 2022• December 8, 2022 – Inaugural• December 13, 2022	<ul style="list-style-type: none">• January 11, 2022• March 22, 2022• May 24, 2022• June 28, 2022• August 23, 2022• September 27, 2022• October 25, 2022• November 8, 2022• November 22, 2022• December 13, 2022

RECOMMENDATION:

That the revised 2022 County Council and Library Board Meeting Calendar be approved as presented.

Attachments: (1) Revised 2022 Meeting Calendar



January 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11 HYBRID 10:30 am Library Board 1:00 pm County Council	12	13	14	15
16	17	18	19	20	21	22
23 ROMA	24 ROMA	25 ROMA	26	27	28	29
30	31					



February 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 VIRTUAL 1:00 p.m. County Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 HYBRID 1:00 p.m. County Council	23	24	25	26
27	28					



March 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 VIRTUAL 10:30 am County Budget 1:00 pm County Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 HYBRID 10:30 am Library Board 1:00 pm County Council	23	24	25	26
27	28	29	30	31		



April 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 VIRTUAL 1:00 p.m. County Council	6	7	8	9
10 OGRA	11 OGRA	12 OGRA	13 OGRA	14	15	16
17	18	19	20	21	22	23
24	25	26 HYBRID 1:00 p.m. County Council	27	28	29	30



May 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 OSUM	5 OSUM	6 OSUM	7
8	9	10 VIRTUAL 1:00 p.m. County Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24 HYBRID 10:30 a.m. Library Board 1:00 p.m. County Council	25	26	27	28
29	30	31				

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 FCM	3 FCM	4 FCM
5 FCM	6	7	8	9	10	11
12	13	14 VIRTUAL 1:00 p.m. County Council	15	16	17	18
19	20	21	22	23	24	25
26	27	28 HYBRID 1:00 p.m. County Council	29	30		



July 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26 VIRTUAL 1:00 p.m. County Council	27	28	29	30
31						



August 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14 AMO	15 AMO	16 AMO	17 AMO	18	19	20
21	22	23 HYBRID 10:30 a.m. Library Board 1:00 p.m. County Council	24	25	26	27
28	29	30	31			



September 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13 VIRTUAL 1:00 p.m. County Council	14	15	16	17
18	19	20	21	22	23	24
25	26	27 HYBRID 10:30 a.m. Library Board 1:00 p.m. County Council	28	29	30	



October 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11 VIRTUAL 1:00 p.m. County Council	12	13	14	15
16	17	18	19	20	21	22
23	24	25 HYBRID 10:30 a.m. Library Board 1:00 p.m. County Council	26	27	28	29
30	31					



November 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 VIRTUAL 10:30 a.m. Library Board 1:00 p.m. County Council Long Service Awards	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



December 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 VIRTUAL 4:00 p.m. Inaugural Meeting of County Council	9	10
11	12	13 HYBRID 1:00 p.m. County Council	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Meeting Date: February 08, 2022
Submitted by: Durk Vanderwerff, Director of Planning
Subject: THAMES CENTRE OFFICIAL PLAN AMENDMENT NO. 22;
SOUTHSIDE PROPERTY GROUP (LONDON) INC. FILE NO. 39-
TC-OPA22

BACKGROUND:

Southside Property Group (London) Inc. has applied to amend the Thames Centre Official Plan for lands located at Gore Road and Hunt Road and described as Part of Lot 18, Concession 3, NRT (former North Dorchester) Municipality of Thames Centre. Amendment No. 22 would change the designation of the subject lands from 'Agricultural' to 'Extractive Industrial' to permit the establishment of a licenced sand and gravel pit.

The subject lands (commonly referred to as the 'Pike Pit') are a 20-hectare (50 acre) parcel situated on the south side of Gore Road (County Road 25) and on the west side of Hunt Road. The lands contain no buildings or structures and are currently used for the cultivation of field crops. There are natural heritage features on the site in the form of woodlands and wetlands. The re-designation of the lands would facilitate the establishment of a licensed aggregate extraction operation on approximately 16 hectares (39 acres) of the property.

The submitted material indicates that the licenced area will be rehabilitated to a natural environment after-use (an 11-hectare pond) as a result of extraction occurring below the water table. Surrounding land uses are primarily agricultural. There are also a number of existing aggregate pits in the immediate vicinity. Vehicles from the proposed aggregate extraction operation would access Hunt Road and then Gore Road (County Road 25).

County Council is the Provincially delegated Approval Authority for locally adopted official plan amendments. This report summarizes the planning policy context and provides a planning recommendation for Council from the perspective of the Approval Authority. More detailed local planning analysis, as provided to Thames Centre Council, is provided within the attached local planning reports. In addition, a location map, and a copy of Amendment No. 22 are appended.

ANALYSIS:

Policy 2.5 of the Provincial Policy Statement (PPS) provides for the removal of land from prime agricultural areas for the extraction of aggregate resources as an interim use, provided that rehabilitation of the site to an agricultural condition occurs. Agricultural rehabilitation is however not required for those areas where extraction occurs below the water table. The PPS indicates that the demonstration of need shall not be required when considering aggregate proposals. The PPS also requires that natural heritage features and areas be protected for the long term and that development occur on lands adjacent to such features only where it has been demonstrated that no negative impacts will occur.

The property is designated 'Agricultural Areas' on Schedule 'A' of the County Official Plan and Section 3.3.3 of the Plan permits mineral aggregate extraction within Agricultural Areas. The County Plan recognizes that aggregate deposits are a non-renewable resource and also recognizes the need to balance competing priorities such as the protection of agricultural land, natural heritage features and aggregate resources. Similar to the PPS, the County Plan requires site rehabilitation to substantially the same acreage and soil capability for agriculture unless extraction occurs below the water table. The County Plan also sets out criteria for local municipalities to consider when evaluating aggregate operation proposals.

The Thames Centre Official Plan contains a similar policy context to the County Official Plan including more specific criteria to be considered when evaluating aggregate extraction proposals including the impact on the natural environment, the road network, groundwater, etc. The Municipality is satisfied that those criteria have been satisfied by Amendment No. 22.

The establishment of an aggregate extraction operation requires licensing under the Aggregate Resources Act (ARA) from the Ministry of Northern Development, Mines, Natural Resources and Forestry. The licensing process includes public notification, a public meeting, and the completion of studies. The applicant is working through the ARA licensing process and as such, a Summary Report, a Hydrogeological Report, a Natural Environment Report, an Archaeological Assessment, a Noise Report, and Site Plans have been prepared. The ARA licensing process is ongoing with one of the key milestones being that appropriate zoning is in place. Approval of Amendment No. 22 would allow the Municipality to proceed with the zoning by-law amendment to rezone the lands from 'Agricultural (A)' to 'Extractive Industrial (M3)'.

The environmental work completed in support of Amendment No. 22 identifies measures such as setbacks, establishing erosion control measures, etc. to be included in the ARA License. In all, the environmental work completed supports the proposed aggregate extraction and the Upper Thames River Conservation Authority has indicated no objection to Amendment No. 22 noting that their technical comments are to be addressed through the ARA process. The County received no written submissions concerning Amendment

No. 22. No oral submissions or further comments were made at the Municipality's statutory public meeting.

In conclusion, Amendment No. 22 would change the designation of the subject lands from 'Agricultural' to 'Extractive Industrial' in order to permit the establishment of a licensed aggregate extraction operation. It is my opinion that Amendment No. 22 is consistent with the Provincial Policy Statement, conforms to the intent and purpose of the County and the Thames Centre Official Plans, and approving it would have regard to the decision of Council for the Municipality of Thames Centre.

FINANCIAL IMPLICATIONS:

The budget expense related to the provincially delegated Approval Authority responsibility for local official plans is offset, to an extent, through the collection of application fees.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Create an environment that enables the attraction and retention of businesses, talent, and investments

RECOMMENDATION:

That Amendment No. 22 to the Thames Centre Official Plan be approved and that staff be directed to circulate a Notice of Decision as required by the Planning Act, and that the Notice of Decision indicate that no written submissions were received concerning this application.

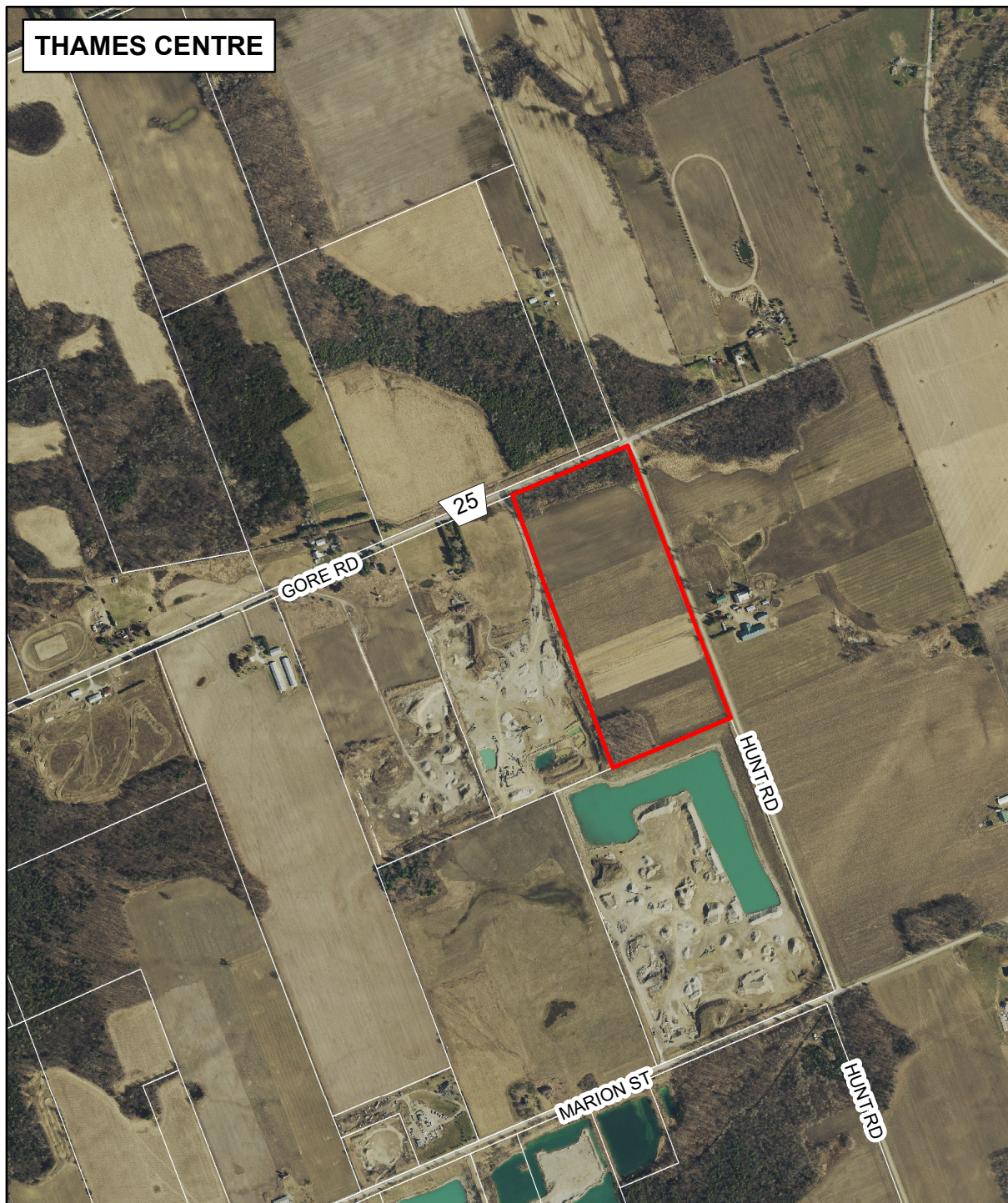
Attachments

Attachment 1 Location Map

Attachment 2 Amendment No. 22

Attachment 3 Local Planning Report

THAMES CENTRE



LOCATION MAP

Description:
OFFICIAL PLAN AMENDMENT No. 22
MUNICIPALITY OF THAMES CENTRE

File Number:
39-TC-OPA22

Prepared by: Planning Department
The County of Middlesex, November 09, 2021.



LEGEND

 Subject Lands



1:15,000

0 375 750

Meters



Municipality of Thames Centre

Document Certification Record

I, Sara Henshaw, Deputy Clerk, of The Corporation of the Municipality of Thames Centre hereby certify that the document hereunder is a true copy of the Municipality of Thames Centre Official Plan Amendment No. 22 as adopted by the Municipal Council on October 25, 2021, pursuant to By-law No. 81-2021.

Dated at the Municipality of Thames
Centre, in the County of Middlesex,
this 2nd day of November, 2021.

A handwritten signature in black ink, appearing to read "Sara Henshaw". The signature is fluid and cursive, with a long, sweeping tail.

Sara Henshaw
Deputy Clerk

S. HENSHAW
Deputy Clerk
Municipality of
Thames Centre

**AMENDMENT NO. 22
TO THE
OFFICIAL PLAN
OF THE
MUNICIPALITY OF THAMES CENTRE
SUBJECT: SOUTHSIDE PROPERTY MANAGEMENT (LONDON) INC.
PIKE PIT**

**Part of Lot 18, Concession 3, NRT
(geographic Township of North Dorchester)
Municipality of Thames Centre,
County of Middlesex**

**AMEND OFFICIAL PLAN TO REDESIGNATE THE SUBJECT LANDS FROM
“AGRICULTURAL” TO “EXTRACTIVE INDUSTRIAL”**

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment. The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

PART B - THE AMENDMENT, consisting of the following text and schedule constitutes Amendment No. 22 to the Official Plan for the Municipality of Thames Centre.

PART A - THE PREAMBLE

1. PURPOSE AND EFFECT

The purpose of this Amendment is to change the designation of certain lands within the Municipality of Thames Centre from “Agricultural” to “Extractive Industrial” to permit the establishment of a licensed sand and gravel pit. The lands are also subject to an application to amend the Municipality of Thames Centre Comprehensive Zoning By-law to rezone the same lands from Agricultural (A) to Extractive Industrial (M3).

2. BACKGROUND

The subject lands are a 20 hectare (50 ac) farm situated on the south side of Gore Road (County Road 25) and on the east side of Hunt Road. The lands contain no buildings or structures and are currently used for the cultivation of field crops. Along the front of the property at Gore Road, the property contains a natural heritage feature in the form of woodlands and wetlands. Hunt Road is the boundary with neighbouring Zorra Township and Oxford County. The lands are currently designated and zoned for agricultural purposes.

A Category 1, Class “A” Pit License through the Aggregate Resources Act (ARA) under the authority of the Ministry of Natural Resources and Forestry has been requested to allow extraction of sand and gravel below the established water table. With a total estimated aggregate volume of 4 million tonnes, the lifespan of the pit is expected to be roughly 8-10 years depending on market conditions considering the proposed annual tonnage limit of 500,000 tonnes. Sand and gravel deposits with an estimated depth of 20 metres (66 ft) are located across the site. Approximately 60 percent of the aggregate is found below the water table with approximately 7 metres (23 ft) of aggregate found above the water table and up to 10 metres (33 ft) below the water table.

With a proposed licensed area of 20 hectares (50 ac) encompassing the entire property, the limit of extraction is proposed for most of the subject lands except for the northern portion of the site. This area is to remain undisturbed which contains existing natural heritage features with extraction activities subject to setbacks of 15 metres (49 ft) from the woodlands and 30 metres (98 ft) from the wetland.

As extraction occurs, the operational area is to be stripped of topsoil and subsoil and stored on-site within berms, or used for progressive rehabilitation. The operations plan phasing shows extraction in 3 areas, starting at the south limit of the site and moving towards Gore Road. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Hunt Road. These berms are designed to comply with the Ministry guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant’s consultant.

3. BASIS

The rationale for amending the Official Plan of the Municipality of Thames Centre is based on the following evaluation criteria provided under Section 7.20 of the Official Plan. Below, each criterion is listed followed by a comment found in the planning report (“Planning Justification Report and Aggregate Resources Act Summary Statement) prepared by Esher Planning Inc. dated December 2020 and submitted as part of this application submission:

(1) The Provincial Policy Statement, as amended from time to time;

Comment: The 2020 Provincial Policy Statement (PPS) provides a policy-led planning approach that recognizes the complex inter-relationship among environmental, economic, and social factors in land use planning. The PPS supports a comprehensive, integrated, and long-term approach to planning, and recognizes linkages among policy areas. The applicable policies are provided under 7.2 of the Planning Justification Report. In all, consistency with the PPS has been demonstrated.

(2) The desirability and appropriateness of changing the Official Plan to accommodate the proposed use in light of the basic objectives and intent of the Official Plan;

Comment: The Pike Pit property is currently designated as Agricultural (A) in the Official Plan. The majority of the property is also identified in the Official Plan as a Primary Mineral Resource Area. The proposed pit will allow for the utilization of these resources to produce a supply of local construction materials. Based on the review of the proposed pit within the context of the Official Plan policies, the proposed amendment would seem desirable and appropriate.

(3) The goals and policies of this Plan;

Comment: An amendment to the Official Plan to permit an aggregate extraction on this particular site is clearly consistent with the goals and policies of this Plan, the Thames Centre policies require both an Official Plan Amendment and a Zoning By-law Amendment to establish a new aggregate use.

(4) conformity with County policy;

Comment: The applicable policies under the County of Middlesex Official Plan are provided under Section 7.3 of the Planning Justification Report. In all, conformity with the County Plan has been demonstrated.

(5) the need for the proposed use, including justification for the amount of land proposed for a change in designation based on existing undeveloped lands available for development;

Comment: Justifying the need for a new aggregate pit is not required according to the Province. Section 2.5.2.1 of the Provincial Policy Statement states:

“As much of the mineral aggregate resources as is realistically possible shall be made available as close to markets as possible. Demonstration of need for mineral aggregate resources, including any type of supply/demand analysis, shall not be required, notwithstanding the availability, designation or licensing for extraction of mineral aggregate resources locally or elsewhere.”

(6) whether the subject lands are within 120 metres of lands designated “Natural Area” and the results of an Environmental Impact Study as outlined in Section 3.2.3.1 of this Plan;

Comment:

A Natural Environment impact assessment Level 1 and 2 Technical Report was prepared by Terrastory Environmental which evaluated the impacts of the proposal on natural heritage features such as wetlands, species at risk habitat etc. The recommended mitigation measures are incorporated to ensure that no negative impacts on these features or their functions and are to be implemented through the ARA licensing process.

(7) the effect on the economy and financial position of the Municipality;

Comment:

The proposed pit will ensure continued employment for some residents of the Municipality. At the same time, a new pit in this area will assist in keeping the aggregate market competitive from a cost perspective, which is a benefit to road authorities at the Municipal, County and Provincial level.

(8) the compatibility of the proposed use with existing uses or potential uses in adjoining areas and the effect of such use on the surrounding area including the natural environment;

Comment:

According to the hydrogeology report prepared by LDS Consulting, it is predicted that changes to the water balance are minor and inconsequential, and localized changes which are expected to result in a flattening of the groundwater gradient are not expected to have an adverse impact on natural features including the northern woodlot and wetland areas which are being maintained. The report concludes that based on the setting, scale of projected groundwater volume and level changes, there is no significant potential for negative impacts to local water supplies associated with the proposed Pike Pit. The report recommends monitoring of groundwater levels on the site through the operating season and this recommendation is included as a condition on the Site Plans.

The noise mitigation measures set out in the Noise Impact Assessment Report by HCG Engineering have been incorporated into the design of the pit. These measures include construction of a berm along Hunt Road, and screening around plant equipment.

As previously indicated, a Natural Environment Level 1 and 2 Technical Report was prepared by Terrastory Environmental. The report recommended a number of mitigation measures to protect the existing natural heritage features and ecological functions, and these recommendations have been incorporated into the design of the operations and site rehabilitation. These recommendations include protection measures such as sediment and erosion control during construction and site clearing, together with replacement of habitat through the proposed progressive and final rehabilitation plan.

All of the foregoing mitigation measures are to be implemented through the ARA's licensing process.

(9) the location of the site with respect to the transportation system, the adequacy of the potable water supply, sewage disposal facilities, solid waste disposal, and other municipal services as required, including the ability to provide logical extensions to existing services;

Comment: Truck traffic from the proposed pit is anticipated to travel north along Hunt Road to Gore Road (County Road 25), which is currently used as a haul route for the existing aggregate operations in this area. No road improvements were requested by either the County of Middlesex or the Municipality of Thames Centre. The proposed pit will require no other services from the Municipality.

(10) the physical suitability of the land for the proposed use;

Comment: There is an estimated 4 million tonnes of sand and gravel within the area proposed to be licensed. As such, the lands are highly suited for the proposed use.

(11) the effect on the provision of affordable housing in the Municipality; and

Comment: The proposed amendment has no relevancy to the provision of affordable housing.

(12) whether the subject lands contain natural features or natural hazard lands that should be subject to an Environmental Impact Study as outlined in Section 3.2.3.1 of this Plan.

Comment: A Natural Environment Level 1 and 2 Technical Report has been conducted which included recommended mitigation measures as noted previously.

PART B - THE AMENDMENT

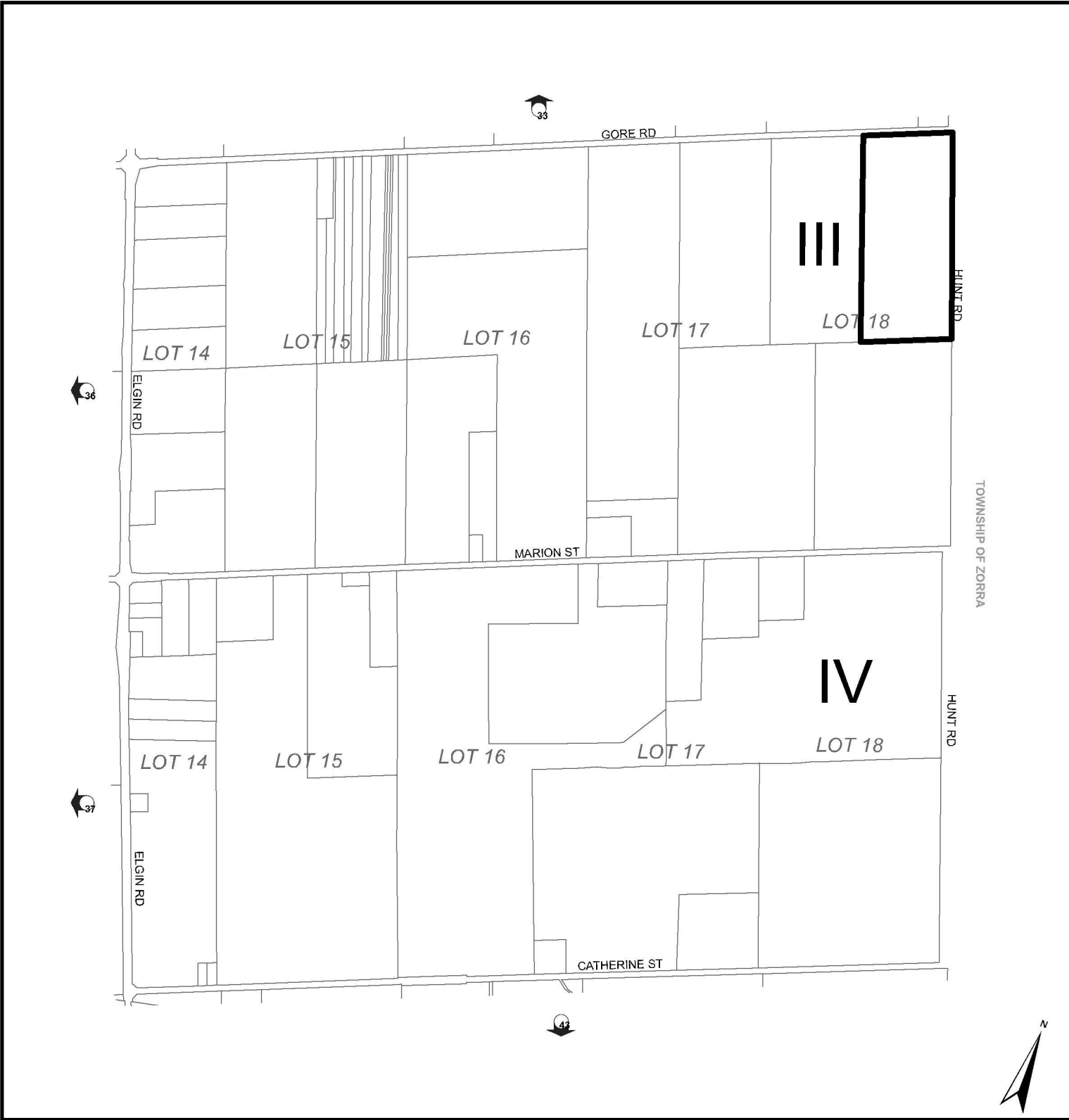
All of this part of the Amendment entitled 'Part B - The Amendment', including the attached Schedule 'A', constitutes Amendment No. 22 to the Official Plan of the Municipality of Thames Centre.

DETAILS OF THE AMENDMENT

The Official Plan of the Municipality of Thames Centre Official Plan is hereby amended:

by amending Schedule 'A' – Land Use Plan of the Official Plan by changing the designation of lands having an area of approximately 20 hectares and described as Part of Lot 18 Concession 3, NRT (geographic Township of North Dorchester), Municipality of Thames Centre, County of Middlesex, as shown on Schedule 'A' attached hereto to Amendment No. 22 from the "Agricultural" designation to the "Extractive Industrial" designation.

SCHEDULE "A"
AMENDMENT NO. 22 TO
THE MUNICIPALITY OF THAMES CENTRE OFFICIAL PLAN



REDESIGNATE FROM AGRICULTURAL (A)
TO EXTRACTIVE INDUSTRIAL (M3)





MUNICIPALITY OF THAMES CENTRE

PLANNING & DEVELOPMENT SERVICES

REPORT NO: PDS-057-21

FILE: O1-21 & Z11-21

TO: Mayor and Members of Council

FROM: Marc Bancroft, Director of Planning and Development Services

MEETING DATE: September 27, 2021

**RE: APPLICATIONS FOR OFFICIAL PLAN AND
ZONING BY-LAW AMENDMENTS**

**SOUTHSIDE PROPERTY GROUP (LONDON) INC. (APPLICANT)
ESHER PLANNING INC. c/o MELANIE HORTON (AGENT)
GORE ROAD AT HUNT ROAD**

1. PURPOSE

The purpose and effect of the subject applications is to re-designate the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the lands from the Agricultural (A) Zone to the Extractive Industrial (M3) Zone to allow the establishment of a licensed aggregate extraction operation.

The applicant is proposing to establish an aggregate extraction operation subject to a licence from the Ministry of Natural Resources and Forestry (MNRF). Amendments to the Official Plan and Zoning By-law are required since the current designation and zoning does not allow the proposed use.

The subject applications were heard at a public meeting of Municipal Council on June 28, 2021. This report provides an evaluation of the proposal and a recommendation for Council's consideration.

2. BACKGROUND (see attached map)

The subject lands are a 20 hectare (50 ac) farm parcel situated on the south side of Gore Road (County Road 25) and on the east side of Hunt Road. The lands contain no buildings or structures and are currently used for the cultivation of field crops. Along the front of the property at Gore Road, the property contains a natural heritage feature in the form of woodlands and wetlands. Hunt Road is the boundary with neighbouring Zorra Township and Oxford County. The lands are currently designated and zoned for agricultural purposes.

Surrounding land uses are primarily agricultural with a number of farms used for the cultivation of field crops each of which generally contain a farm dwelling. Additionally, there are a number of existing aggregate pits located to the immediate south and west. There are also natural heritage features in the form of woodlands and wetlands north and northeast of the site.

3. SUBJECT PROPOSAL

A Category 1, Class “A” Pit License through the Aggregate Resources Act under the authority of the Ministry of Natural Resources and Forestry (MNRF) has been requested to allow extraction of sand and gravel below the established water table. With a total estimated aggregate volume of 4 million tonnes, the lifespan of the pit is expected to be roughly 8-10 years depending on market conditions considering the proposed annual tonnage limit of 500,000 tonnes. Sand and gravel deposits with an estimated depth of 20 metres (66 ft) are located across the site. Approximately 60 percent of the aggregate is found below the water table with approximately 7 metres (23 ft) of aggregate found above the water table and up to 10 metres (33 ft) below the water table.

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts and cultural heritage (archaeology) have been submitted. A planning justification report was also prepared.

With a proposed licensed area of 20 hectares (50 ac) encompassing the entire property, the limit of extraction is proposed for most of the subject lands except for the northern portion of the site. This area is to remain undisturbed which contains existing natural heritage features with extraction activities subject to setbacks of 15 metres (49 ft) from the woodlands and 30 metres (98 ft) from the wetland.

As extraction occurs, the operational area is to be stripped of topsoil and subsoil, and stored on-site within berms, or used for progressive rehabilitation. The operations plan phasing shows extraction in 3 areas, starting at the south limit of the site and moving towards Gore Road. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Hunt Road. These berms are designed to comply with the Ministry guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant’s consultant.

Aggregate processing operations and shipping would only occur during daytime hours (weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays) and processing of material on this property would be done in designated areas. Fencing around the perimeter of the licensed area will be required to meet MNRF standards.

The proposed site access would be at the north end of the site on Hunt Road which is currently used as a haul route for existing aggregate operations in the area. Truck traffic would travel north on Hunt Road to Gore Road (County Road 25) and either west towards London or east towards Thamesford, depending on market demands. On a typical day during the construction season, it is anticipated that approximately 5 trucks per hour would enter and exit the site.

Based on the extent of extraction proposed below the water table, the site is to be progressively rehabilitated to a natural environment after use resulting in a pond (approximately 11.3 hectares in area) with naturalized rehabilitation along the side slopes. The northern portion of the pond is to be rehabilitated to wetland habitat through the shallow nearshore slopes, shoreline plantings and the inclusion of wood debris to create habitat. Additional native vegetation is to be planted around the perimeter of the site.

4. ANALYSIS

The subject lands are within and/or adjacent to an identified Primary Aggregate Resource area according to the Thames Centre Official Plan, being an area of the Municipality where aggregate deposits are predominant.

Section 2.5 of the Provincial Policy Statement (PPS) allows for the removal of land from prime agricultural areas for the extraction of aggregate resources as an interim use, provided that rehabilitation of the site to an agricultural condition occurs. Agricultural rehabilitation is not required for those areas where extraction occurs below the water table. Based on the extent of extraction proposed below the water table, the site is to be progressively rehabilitated to a natural environment after-use in the form of a pond.

According to the County of Middlesex Official Plan, the property is designated Agricultural Areas. Section 3.3.3 of the County Plan permits mineral aggregate extraction in Agricultural Areas. The County Plan recognizes that aggregate deposits are a non-renewable resource and also recognizes the need to balance competing priorities such as the protection of agricultural land, natural heritage features and aggregate resources. Similar to the PPS, the County Plan requires site rehabilitation to substantially the same acreage and soil capability for agriculture unless extraction occurs below the water table. As previously noted, the extent of extraction proposed below the water table will result in a natural environment after-use in the form of a pond.

The subject lands are designated Agricultural according to the Thames Centre Official Plan. Section 3.3.3 of the Plan states that amendments to the Official Plan and Zoning By-law will be required to establish a new aggregate extraction operation. The Plan further states the need to address issues relative to: adjacent land uses; natural environment; cultural heritage; existing road network; groundwater resources; and, site rehabilitation.

Berms are proposed to mitigate noise impacts of the proposed operation from nearby residences as well as providing a visual screen. At the north end of the site, existing natural heritage features are to remain undisturbed, with extraction activities subject to setbacks of 15 metres (49 ft) from the woodlands and 30 metres (98 ft) from the wetland. An isolated woodlot (approx. 1 ha or 2.5 ac) located at the southwest corner of the site is proposed to be removed with the underlying aggregate extracted, in exchange for additional plantings to enhance the natural heritage feature at the north end of the site as compensation for the woodlot removal. As previously indicated, supportive studies have been submitted to address the foregoing matters.

No concerns were raised by the public or by agencies during the consultation process based on comments received and oral submissions provided at the public meeting held on June 28, 2021.

Staff is satisfied that the proposed Official Plan Amendment is appropriate based on the recommended mitigation measures and consistent with the PPS and conforms to the County of Middlesex Official Plan. As such, it would be appropriate for Council to proceed with the requested Amendment to the Official Plan. Consideration of the Zoning By-law Amendment should be deferred pending the County's approval of the Official Plan Amendment.

4.1 Agency Comments

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

- 4.1.1 County Engineer: No comment.
- 4.1.2 Chief Building Official: No concerns.
- 4.1.3 Director of Public Works: No concerns.
- 4.1.4 Drainage Superintendent: No comment.

4.2 Public Comments

In the circulation of the notice of public meeting to surrounding property owners, the following response was provided:

- 4.2.1 Mike Albright: Being a resident of the area, planning staff followed up with him over his series of questions concerning the nature of the operation.

5. RECOMMENDATION

THAT Application for Official Plan Amendment (O1-21) by Esher Planning Inc. c/o Melanie Horton on behalf of the Southside Property Group (London) Inc. for lands described as Part of Lot 18, Concession 3, NRT (geographic Township of North Dorchester), Municipality of Thames Centre be approved in principle and that the implementing by-law be forwarded to the next regular Council meeting for consideration of adoption and subsequently forwarded to Middlesex County for consideration of approval;

AND THAT related Application for Zoning By-law Amendment (Z11-21) be approved in principle and that the implementing by-law be forwarded to a future meeting for Council's consideration once the Official Plan Amendment is approved by the County of Middlesex.

Prepared by: Marc Bancroft, Director of Planning & Development Services

Reviewed by: Mike Henry, Chief Administrative Officer

APPLICATIONS FOR OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS (O1-21 & Z11-21)

Applicant: Southside Property Group (London) Inc.
Agent: Esher Planning Inc. (c/o Melanie Horton)

Location: Part Lot 18, Concession 3, NRT N
Roll No.: 3926-000-020-12500



Municipality of THAMES CENTRE



SUBJECT LANDS TO BE REDESIGNATED AND REZONED

1:6,000

0 35 70 140 210 280 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015





MUNICIPALITY OF THAMES CENTRE

PLANNING & DEVELOPMENT SERVICES

REPORT NO: PDS-045-21

FILE: O1-21 & Z11-21

TO: Mayor and Members of Council

FROM: Marc Bancroft, Director of Planning and Development Services

MEETING DATE: June 28, 2021

**RE: APPLICATIONS FOR OFFICIAL PLAN AND
ZONING BY-LAW AMENDMENTS
SOUTHSIDE PROPERTY GROUP (LONDON) INC. (APPLICANT)
ESHER PLANNING INC. c/o MELANIE HORTON (AGENT)
GORE ROAD AT HUNT ROAD**

1. PURPOSE

The purpose and effect of the subject applications is to re-designate the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the lands from the Agricultural (A) Zone to the Extractive Industrial (M3) Zone to allow the establishment of a licensed aggregate extraction operation.

The applicant is proposing to establish an aggregate extraction operation subject to the issuance of a licence from the Ministry of Natural Resources and Forestry (MNRF). Amendments to the Official Plan and Zoning By-law are required since the current designation and zoning does not allow the proposed use.

The subject applications are scheduled to be heard at a public meeting of Municipal Council on June 28, 2021. The purpose of this report is to provide background information. A subsequent report will provide an evaluation of the proposal and a summary of any issues identified through the public and agency consultation process including a recommendation for Council's consideration at a future meeting.

2. BACKGROUND (see attached map)

The subject lands are a 20 hectare (50 ac) farm parcel situated on the south side of Gore Road (County Road 25) and on the east side of Hunt Road. The lands contain no buildings or structures and are currently used for the cultivation of field crops. Along the front of the property at Gore Road, the property contains a natural heritage feature in the form of woodlands and wetlands. Hunt Road is the boundary with neighbouring Zorra Township

and Oxford County. The lands are currently designated and zoned for agricultural purposes.

Surrounding land uses are primarily agricultural with a number of farms used for the cultivation of field crops each of which generally contain a farm dwelling. Additionally, there are a number of aggregate pits to the immediate south and west. There are also natural heritage features in the form of woodlands and wetlands north and northeast of the site.

3. SUBJECT PROPOSAL

A Category 1, Class "A" Pit License through the Aggregate Resources Act under the authority of the Ministry of Natural Resources and Forestry (MNRF) has been requested to allow extraction of sand and gravel below the established water table. With a total estimated aggregate volume of 4 million tonnes, the lifespan of the pit is expected to be roughly 8-10 years depending on market conditions considering the proposed annual tonnage limit of 500,000 tonnes. Sand and gravel deposits with an estimated depth of 20 metres (66 ft) are located across the site. Approximately 60 percent of the aggregate is found below the water table with approximately 7 metres (23 ft) of aggregate found above the water table and up to 10 metres (33 ft) below the water table.

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts and cultural heritage (archaeology) have been submitted. A planning justification report was also prepared.

With a proposed licensed area of 20 hectares (50 ac) encompassing the entire property, the limit of extraction is proposed for most of the subject lands except for the northern portion of the site. This area is to remain undisturbed which contains existing natural heritage features with extraction activities subject to setbacks of 15 metres (49 ft) from the woodlands and 30 metres (98 ft) from the wetland.

As extraction occurs, the operational area is to be stripped of topsoil and subsoil, and stored on-site within berms, or used for progressive rehabilitation. The operations plan phasing shows extraction in 3 areas, starting at the south limit of the site and moving towards Gore Road. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Hunt Road. These berms are designed to comply with the Ministry guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant's consultant.

Aggregate processing operations and shipping would only occur during daytime hours (weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays) and processing of material on this property would be done in designated areas. Fencing around the perimeter of the licensed area will be required to meet MNRF standards.

The proposed site access would be at the north end of the site on Hunt Road which is currently used as a haul route for existing aggregate operations in the area. Truck traffic would travel north on Hunt Road to County Road 2 (Dundas Street) and either west towards London or east towards Thamesford, depending on market demands. On a typical day during the construction season, it is anticipated that approximately 5 trucks per hour would enter and exit the site.

Based on the extent of extraction proposed below the water table, the site is to be progressively rehabilitated to a natural environment after use resulting in a pond (approximately 11.3 hectares in area) with naturalized rehabilitation along the side slopes. The northern portion of the pond is to be rehabilitated to wetland habitat through the shallow nearshore slopes, shoreline plantings and the inclusion of wood debris to create habitat. Additional native vegetation is to be planted around the perimeter of the site.

3.1 Agency Comments

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

3.1.1 County Engineer: No comment.

3.1.2 Chief Building Official: No concerns.

3.1.3 Director of Public Works: No concerns.

3.1.4 Drainage Superintendent: No concerns.

3.2 Public Comments

In the circulation of the notice of public meeting to surrounding property owners, no concerns have been received from the public as of the date of this report.

4. RECOMMENDATION

THAT Report No. PDS-045-21 dated June 28, 2021 related to Application for Official Plan Amendment (O1-21) and Application for Zoning By-law Amendment (Z11-21) for lands described as Part of Lot 18, Concession 3, NRT (geographic Township of North Dorchester), Municipality of Thames Centre and owned by Southside Property Group (London) Inc. be received;

AND THAT the Director of Planning and Development Services provide a subsequent report evaluating the subject applications with a recommendation for Council's consideration at a future meeting.

File No. O1-21 & Z11-21

June 28, 2021

Page 4

Prepared by: Marc Bancroft, Director of Planning & Development Services

Reviewed by: Mike Henry, Chief Administrative Officer

APPLICATIONS FOR OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS (O1-21 & Z11-21)

Applicant: Southside Property Group (London) Inc.
Agent: Esher Planning Inc. (c/o Melanie Horton)

Location: Part Lot 18, Concession 3, NRT N
Roll No.: 3926-000-020-12500



Municipality of THAMES CENTRE



SUBJECT LANDS TO BE REDESIGNATED AND REZONED

1:6,000

0 35 70 140 210 280 Metres



ORTHOPHOTOGRAPHY: SWOOP 2015

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

Meeting Date: February 08, 2022
Submitted by: Durk Vanderwerff, Director of Planning
Subject: THAMES CENTRE OFFICIAL PLAN AMENDMENT NO. 23;
ALLAN PAYNE AND A&K FARMS LTD.; FILE NO. 39-TC-OPA23

BACKGROUND:

Allan Payne and A&K Farms Ltd. have applied to amend the Thames Centre Official Plan for lands located at 6367 Dundas Street and 6508 Trafalgar Street and described as Part of Lots 16, 17 and 18, Concession 1 NRT (geographic North Dorchester), Municipality of Thames Centre. Amendment No. 23 would change the designation of the subject lands from 'Agricultural' to 'Extractive Industrial' to permit the establishment of a licenced sand and gravel pit.

The subject lands (commonly referred to as the 'Payne Pit') constitute two abutting parcels with a total area of approximately 66 hectares (164 acres) and are located on the south side of Dundas Street (County Road 2) and the north side of Trafalgar Street between Elgin Road (County Road 73) and Hunt Road. The properties contain two detached dwellings and agricultural buildings. The re-designation of the lands would facilitate the establishment of a licensed aggregate extraction operation on approximately 58 hectares (144 acres) of the property. Access to the site is proposed from Dundas Street (County Road 2).

The submitted material indicates that the licensed area will be rehabilitated back to an agricultural use as extraction is proposed to occur above the water table. Surrounding land uses are primarily agricultural as well as a number of existing aggregate operations located along Dundas Street and also on Trafalgar Road.

County Council is the Provincially delegated Approval Authority for locally adopted official plan amendments. This report summarizes the planning policy context and provides a planning recommendation for Council from the perspective of the Approval Authority. More detailed local planning analysis, as provided to Thames Centre Council, is provided within the attached local planning reports. In addition, a location map, and a copy of Amendment No. 23 are appended.

ANALYSIS:

Policy 2.5 of the Provincial Policy Statement (PPS) provides for the removal of land from prime agricultural areas for the extraction of aggregate resources as an interim use, provided rehabilitation of the site to an agricultural condition occurs. The PPS indicates that the demonstration of need shall not be required when considering aggregate proposals. The PPS also requires that natural heritage features and areas be protected for the long term and that development occur on lands adjacent to such features only where it has been demonstrated that no negative impacts will occur.

The property is designated 'Agricultural Areas' on Schedule 'A' of the County Official Plan and Section 3.3.3 of the Plan permits mineral aggregate extraction within Agricultural Areas. The County Plan recognizes that aggregate deposits are a non-renewable resource and also recognizes the need to balance competing priorities such as the protection of agricultural land, natural heritage features and aggregate resources. Similar to the PPS, the County Plan requires site rehabilitation to substantially the same acreage and soil capability for agriculture. The County Plan also sets out criteria for local municipalities to consider when evaluating aggregate operation proposals.

The Thames Centre Official Plan contains a similar policy context to the County Official Plan including more specific criteria to be considered when evaluating aggregate extraction proposals including the impact on the natural environment, the road network, groundwater, etc. The Municipality is satisfied that those criteria have been satisfied by Amendment No. 23.

The establishment of an aggregate extraction operation requires licensing under the Aggregate Resources Act (ARA) from the Ministry of Northern Development, Mines, Natural Resources and Forestry. The licensing process includes public notification, a public meeting, and the completion of studies. The applicant is working through the ARA licensing process and as such, a Planning Analysis Report, a Hydrogeological Report, a Natural Environment Report, an Archaeological Assessment, a Noise Report, a Traffic Impact Assessment and Site Plans have been prepared. The ARA licensing process is ongoing with one of the key milestones being that appropriate zoning is in place. Approval of Amendment No. 23 would allow the Municipality to proceed with the zoning by-law amendment to rezone the lands from 'Agricultural (A)' to Extractive Industrial (M3).

The environmental work completed in support of Amendment No. 23 identifies measures such as setbacks, establishing erosion control measures, etc. to be included in the ARA License. In all, the environmental work completed supports the proposed aggregate extraction and the Upper Thames River Conservation Authority has indicated no objection to Amendment No. 23 noting that their technical comments are to be addressed through the ARA process. The County received no written submissions concerning Amendment No. 23. During the local process, the Municipality received comments from an area resident concerning operational matters including truck traffic and berm heights. No oral

submissions or further comments were made at the Municipality's statutory public meeting.

In conclusion, Amendment No. 23 would change the designation of the subject lands from 'Agricultural' to 'Extractive Industrial' in order to permit the establishment of a licensed aggregate extraction operation. It is my opinion that Amendment No. 23 is consistent with the Provincial Policy Statement, conforms to the intent and purpose of the County and the Thames Centre Official Plans, and approving it would have regard to the decision of Council for the Municipality of Thames Centre.

FINANCIAL IMPLICATIONS:

The budget expense related to the provincially delegated Approval Authority responsibility for local official plans is offset, to an extent, through the collection of application fees.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Create an environment that enables the attraction and retention of businesses, talent, and investments

RECOMMENDATION:

That Amendment No. 23 to the Thames Centre Official Plan be approved and that staff be directed to circulate a Notice of Decision as required by the Planning Act, and that the Notice of Decision indicate that no written submissions were received concerning this application.

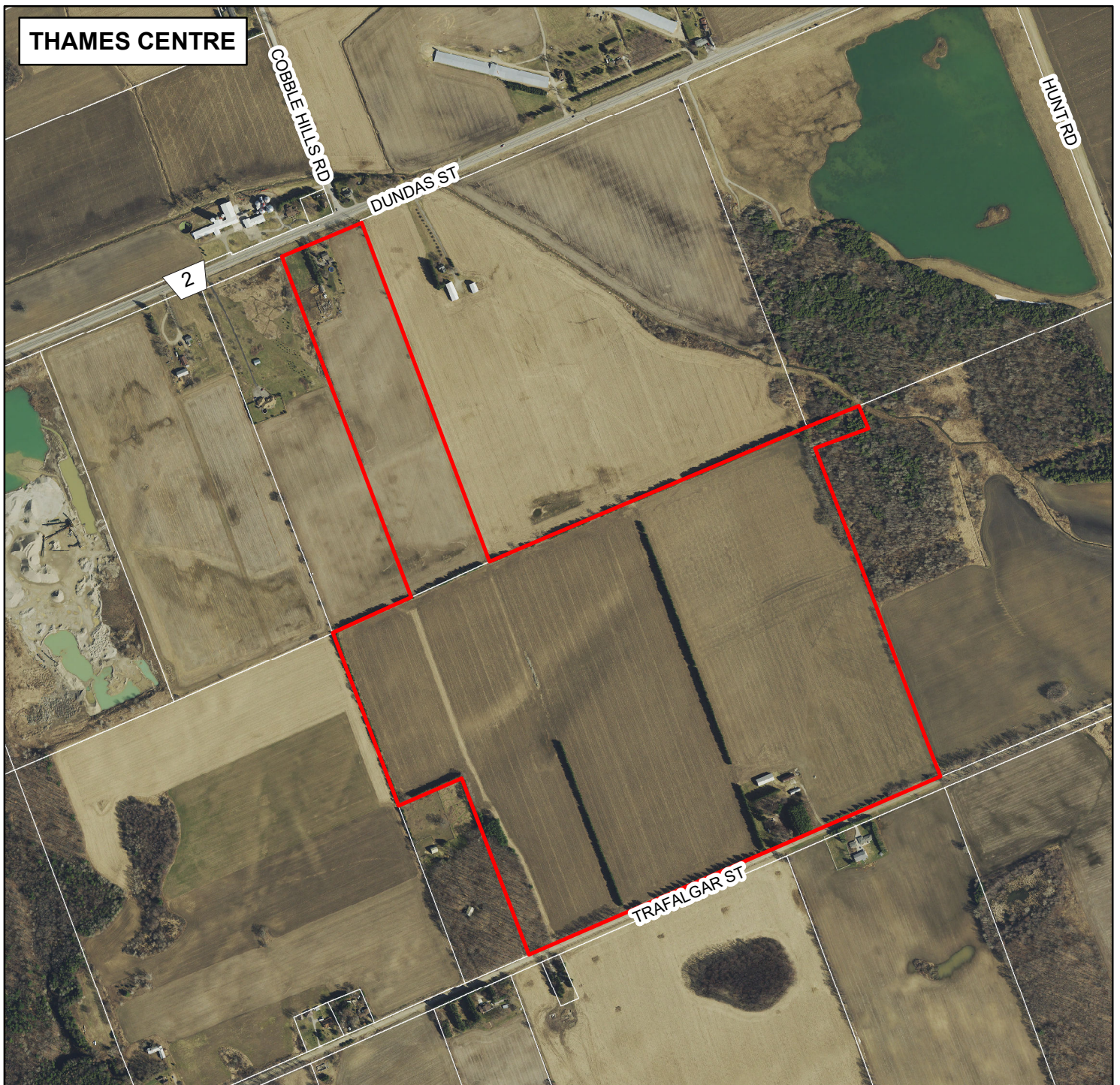
Attachments

Attachment 1 Location Map

Attachment 2 Amendment No. 23

Attachment 3 Local Planning Report

THAMES CENTRE



LOCATION MAP

Description:
OFFICIAL PLAN AMENDMENT No. 23
MUNICIPALITY OF THAMES CENTRE

File Number:
39-TC-OPA23

Prepared by: Planning Department
The County of Middlesex, November 17, 2021.



LEGEND

Subject Lands



1:10,000
0 250 500
Meters

**AMENDMENT NO. 23
TO THE

OFFICIAL PLAN
OF THE
MUNICIPALITY OF THAMES CENTRE

SUBJECT: ALLAN PAYNE AND A&K FARMS LTD.
PAYNE PIT**

**Part of Lots 16, Concession 1, NRT
(geographic Township of North Dorchester) and Part of Lots 16, 17, & 18,
Concession 1, NRT (geographic Township of North Dorchester), designated as
Parts 1, 2 & 3 on Reference Plan 33R-18002,
Municipality of Thames Centre,
County of Middlesex**

**AMEND OFFICIAL PLAN TO REDESIGNATE THE SUBJECT LANDS FROM
“AGRICULTURAL” TO “EXTRACTIVE INDUSTRIAL”**

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment. The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

PART B - THE AMENDMENT, consisting of the following text and schedule constitutes Amendment No. 23 to the Official Plan for the Municipality of Thames Centre.

PART A - THE PREAMBLE

1. PURPOSE AND EFFECT

The purpose of this Amendment is to change the designation of certain lands within the Municipality of Thames Centre from “Agricultural” to “Extractive Industrial” to permit the establishment of a licensed sand and gravel pit. The lands are also subject to an application to amend the Municipality of Thames Centre Comprehensive Zoning By-law to rezone the same lands from Agricultural (A) to Extractive Industrial (M3).

2. BACKGROUND

The subject lands are a 66 hectare (164 ac) farm situated on the south side of Dundas Street (County Road 2) and on the north side of Trafalgar Street between Elgin Road (County Road 73) and Hunt Road. The lands contain two (2) houses, two (2) barns, and two (2) sheds and are currently used for the cultivation of field crops. The lands are currently designated and zoned for agricultural purposes.

A Category 1, Class “A” Pit License through the Aggregate Resources Act (ARA) under the authority of the Ministry of Natural Resources and Forestry (MNRF) has been requested to allow extraction of sand and gravel below the established water table, although no actual extraction below the water table is to occur. The proposed extraction would remove at least 0.5 metres (1.6 ft) above the water table. With a total estimated aggregate volume of 1.2 million tonnes, the lifespan of the pit is expected to be roughly 5 years depending on market conditions considering the proposed annual tonnage limit of 400,00 tonnes.

With a proposed licensed area of 66 hectares (163 ac), the limit of extraction would be restricted to 58.4 acres (144 ac) of the site. The extraction would occur in phases, commencing on the northern side of the property and then proceeding from west to east in three areas across the southern portion of the property. Berms would be constructed around the perimeter of the licensed areas, with height ranging from 3-5 metres and would provide noise attenuation.

Aggregate processing operations and shipping will occur during daytime hours, weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays) and processing of material on this property would be done in designated areas. Fencing around the perimeter of the licensed area would be required to meet MNRF standards. The existing vegetation would be maintained to mitigate visual impacts of the proposed operation. Fencing would also be upgraded to meet the requirements of the ARA.

3. BASIS

The rationale for amending the Official Plan of the Municipality of Thames Centre is based on the following evaluation criteria provided under Section 7.20 of the Official Plan. Below, each criterion is listed followed by a comment found in the planning report (“Planning Justification Report and Aggregate Resources Act Summary Statement) prepared by Esher Planning Inc. dated December 2020 and submitted as part of this application submission:

(1) The Provincial Policy Statement, as amended from time to time;

Comment: The 2020 Provincial Policy Statement provides a policy-led planning approach that recognizes the complex inter-relationship among environmental, economic, and social factors in land use planning. The PPS supports a comprehensive, integrated, and long-term approach to planning, and recognizes linkages among policy areas. The applicable policies are provided under 4.2 of the Planning Justification Report. In all, consistency with the PPS has been demonstrated.

(2) The desirability and appropriateness of changing the Official Plan to accommodate the proposed use in light of the basic objectives and intent of the Official Plan;

Comment: The Payne Pit property is currently designated as Agricultural in the Official Plan. Although the property is not identified on Appendix 3 of the Thames Centre Official Plan which shows significant aggregate resource areas, a resource investigation of the property was completed and confirmed the presence of approximately 1.2 million tonnes of mineral aggregate resource. The proposed pit would allow for the utilization of these resources to produce a supply of local construction materials. Based on the review of the proposed pit within the context of the Official Plan policies, the proposed amendment would seem desirable and appropriate.

(3) The goals and policies of this Plan;

Comment: An amendment to the Official Plan to permit an aggregate extraction on this particular site is clearly consistent with the goals and policies of this Plan, the Thames Centre policies require both an Official Plan Amendment and a Zoning By-law Amendment to establish a new aggregate use.

(4) conformity with County policy;

Comment: The applicable policies under the County of Middlesex Official Plan are provided under Section 4.3 of the Planning Justification Report. In all, conformity with the County Plan has been demonstrated.

(5) the need for the proposed use, including justification for the amount of land proposed for a change in designation based on existing undeveloped lands available for development;

Comment: Justifying the need for a new aggregate pit is not required according to the Province. Section 2.5.2.1 of the Provincial Policy Statement states:

“As much of the mineral aggregate resources as is realistically possible shall be made available as close to markets as possible. Demonstration of need for mineral aggregate resources, including any type of supply/demand analysis, shall not be required, notwithstanding the availability, designation or licensing for extraction of mineral aggregate resources locally or elsewhere.”

(6) whether the subject lands are within 120 metres of lands designated “Natural Area” and the results of an Environmental Impact Study as outlined in Section 3.2.3.1 of this Plan;

Comment:

MTE completed an Impact Assessment to identify potential effects of the Payne pit proposal on the Natural Heritage System. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

(7) the effect on the economy and financial position of the Municipality;

Comment:

The proposed pit will ensure continued employment for some residents of the Municipality. At the same time, a new pit in this area will assist in keeping the aggregate market competitive from a cost perspective, which is a benefit to road authorities at the Municipal, County and Provincial level.

(8) the compatibility of the proposed use with existing uses or potential uses in adjoining areas and the effect of such use on the surrounding area including the natural environment;

Comment:

According to the hydrogeologic assessment report prepared by Groundwater Science Corp., groundwater elevations have been confirmed and a series of operational practices designed to restrict activities that may present threats to groundwater have been included in the operations plan, such as groundwater level monitoring and restriction of surface activities. Additionally, contingency measures have been incorporated on the site plans to provide the proper corrective actions in case groundwater is encountered during extraction.

The noise mitigation measures set out in the Noise Impact Assessment Report by HCG Engineering have been incorporated into the design of the pit. These measures include the construction of berms around the perimeter ranging from 3-5 metres in height and are designed to comply with the Ministry guidelines.

As previously indicated, an Impact Assessment was prepared by MTE. The report recommended several mitigating measures to protect the natural heritage features and ecological functions. The recommendations have been incorporated into the design of the operations and site rehabilitation. The analysis concluded that the development of the site should not have direct measurable negative impacts to the identified woodland flora or genetic variability of the stands. A development setback from the woodland edge has been incorporated into the design of the pit to address potential negative impacts to the health of the woodland tress and to ensure no negative impacts to the Significant Woodland feature.

All of the foregoing mitigation measures are to be implemented through the ARA's licensing process.

(9) the location of the site with respect to the transportation system, the adequacy of the potable water supply, sewage disposal facilities, solid waste disposal, and other municipal services as required, including the ability to provide logical extensions to existing services;

Comment: Truck traffic from the proposed pit will use Dundas Street and travel primarily west towards London. The proposed pit will not require any extension or expansion of municipal infrastructure.

(10) the physical suitability of the land for the proposed use;

Comment: There is an estimated 1.2 million tonnes of commercial sand and gravel on the subject property. The northern parcel was previously licensed under the ARA. As such, the lands are highly suited for the proposed use.

(11) the effect on the provision of affordable housing in the Municipality; and

Comment: The proposed amendment has no relevancy to the provision of affordable housing.

(12) whether the subject lands contain natural features or natural hazard lands that should be subject to an Environmental Impact Study as outlined in Section 3.2.3.1 of this Plan.

Comment: An Impact Assessment has been conducted including recommended mitigation measures as noted previously.

PART B - THE AMENDMENT

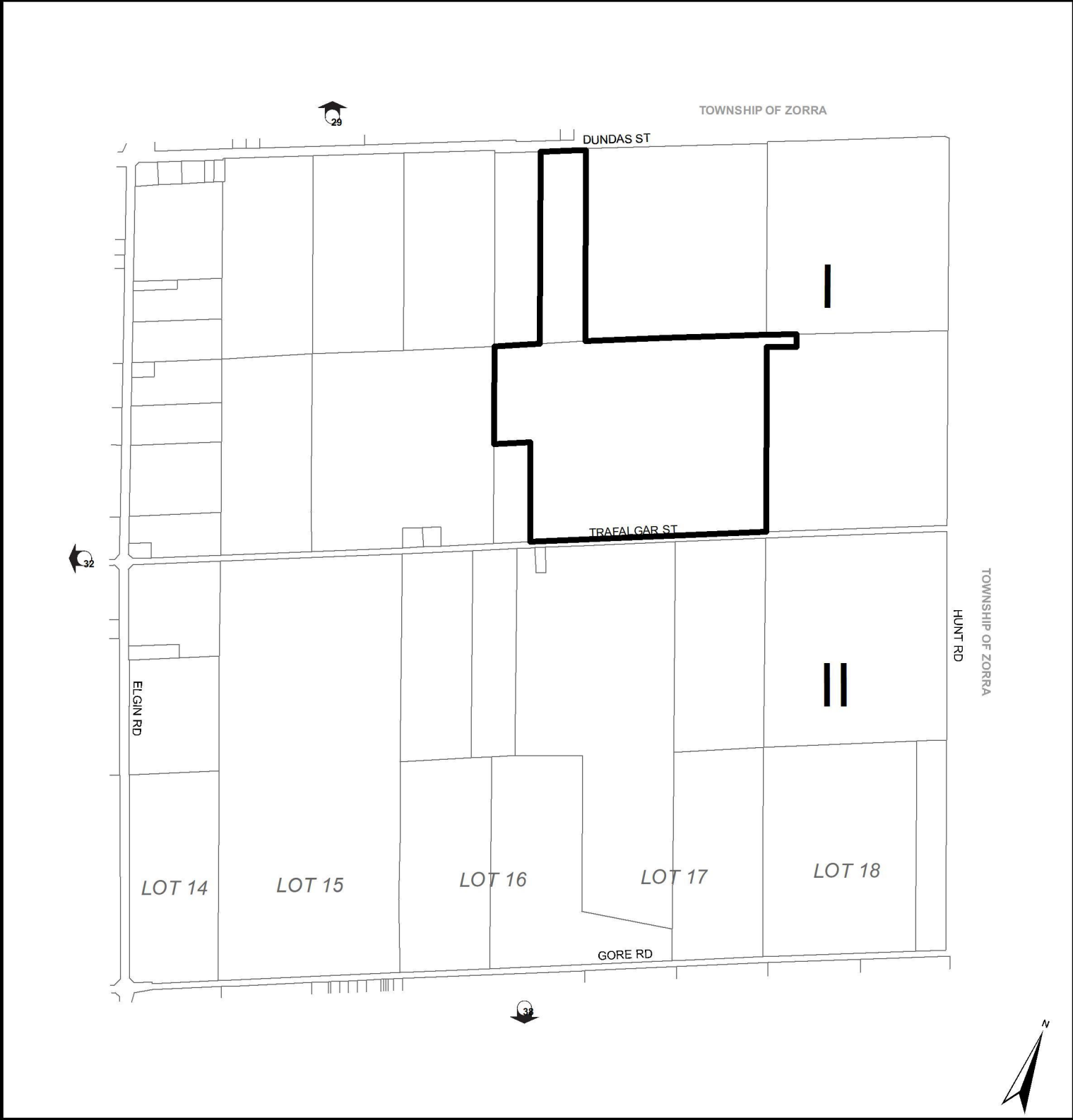
All of this part of the Amendment entitled 'Part B - The Amendment', including the attached Schedule 'A', constitutes Amendment No. 23 to the Official Plan of the Municipality of Thames Centre.

DETAILS OF THE AMENDMENT

The Official Plan of the Municipality of Thames Centre Official Plan is hereby amended:

by amending Schedule 'A' – Land Use Plan of the Official Plan by changing the designation of lands having an area of approximately 66 hectares and described as Part of Lot 16, Concession 1, NRT (geographic Township of North Dorchester), Municipality of Thames Centre, County of Middlesex and Part of Lots 16, 17, 18, Concession 1, NRT (geographic Township of North Dorchester) and designated Parts 1, 2, and 3 on Reference Plan 33R-18002, Municipality of Thames Centre, County of Middlesex, as shown on Schedule 'A' attached hereto to Amendment No. 23 from the "Agricultural" designation to the "Extractive Industrial" designation.

SCHEDULE "A"
AMENDMENT NO. 23 TO
THE MUNICIPALITY OF THAMES CENTRE OFFICIAL PLAN



 REDESIGNATE FROM AGRICULTURAL (A)
TO EXTRACTIVE INDUSTRIAL (M3)





Municipality of Thames Centre

Document Certification Record

I, Sara Henshaw, Deputy Clerk, of The Corporation of the Municipality of Thames Centre hereby certify that the document hereunder is a true copy of the Municipality of Thames Centre Official Plan Amendment No. 23 as adopted by the Municipal Council on October 25, 2021, pursuant to By-law No. 82-2021.

Dated at the Municipality of Thames
Centre, in the County of Middlesex,
this 2nd day of November, 2021.

A handwritten signature in black ink, appearing to read "Sara Henshaw". The signature is fluid and cursive, with a large, sweeping "S" at the beginning.

Sara Henshaw
Deputy Clerk

S. HENSHAW
Deputy Clerk
Municipality of
Thames Centre



MUNICIPALITY OF THAMES CENTRE

PLANNING & DEVELOPMENT SERVICES

REPORT NO: PDS-058-21

FILE: O2-21 & Z12-21

TO: Mayor and Members of Council

FROM: Marc Bancroft, Director of Planning and Development Services

MEETING DATE: September 27, 2021

**RE: APPLICATIONS FOR OFFICIAL PLAN AND
ZONING BY-LAW AMENDMENTS**

**ALLAN PAYNE AND A&K PAYNE FARMS LTD. (APPLICANT)
ESHER PLANNING INC. c/o MELANIE HORTON (AGENT)
6367 DUNDAS STREET**

1. PURPOSE

The purpose and effect of the subject applications is to re-designate the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the lands from the Agricultural (A) Zone to the Extractive Industrial (M3) Zone to allow the establishment of a licensed aggregate extraction operation.

The applicant is proposing to establish an aggregate extraction operation subject to licencing from the Ministry of Natural Resources and Forestry (MNRF). Amendments to the Official Plan and Zoning By-law are required since the current designation and zoning does not allow the proposed use.

The subject applications were heard at a public meeting of Municipal Council on June 28, 2021. This report provides an evaluation of the proposal and a recommendation for Council's consideration.

2. BACKGROUND (see attached map)

The subject lands are located on the south side of Dundas Street (County Road 2) and on the north side of Trafalgar Street between Elgin Road (County Road 73) and Hunt Road. The lands constitute two abutting farms with a total area of approximately 66 hectares (164 ac). The southern farm known municipally as 6508 Trafalgar Street is comprised of agricultural land and contains a number of farm buildings and a single detached dwelling.

The northern farm known municipally as 6367 Dundas Street is also comprised of agricultural land and contains a single detached dwelling and a detached garage. The subject lands as a whole are designated Agricultural under the Thames Centre Official Plan and zoned Agricultural (A).

Surrounding land uses are primarily agricultural with a number of farms used for the cultivation of field crops each of which generally contain a farm dwelling. Additionally, there are a number of existing aggregate pits located to the west on the south side of Dundas Street and south of the site on the south side of Trafalgar Road.

3. SUBJECT PROPOSAL

A Category 1, Class “A” Pit License through the Aggregate Resources Act under the authority of the MNRF has been requested to allow extraction of sand and gravel below the established water table, although no actual extraction below the water table is to occur. The proposed extraction would remove at least 0.5 metres (1.6 ft) of aggregate above the water table.

With a total estimated aggregate volume of 1.2 million tonnes, the lifespan of the pit is expected to be roughly 5 years depending on market conditions considering the proposed annual tonnage limit of 400,00 tonnes. With a proposed licensed area of 66 hectares (163 ac), the limit of extraction would be restricted to 58.4 acres (144 ac) of the site.

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts and cultural heritage (archaeology) have been submitted. A planning justification report was also prepared.

As extraction occurs, the operational area is to be stripped of topsoil and subsoil, and this material will be stored on-site within berms, or used for progressive rehabilitation. The operations plan phasing shows extraction commencing in the northern farm and then processing from west to east in 3 areas across the southern farm. The area designated for primary crushing and screening would move as extraction progresses from west to east. Berms are proposed to mitigate noise and visual impacts of the proposed operation around the perimeter of the licenced area with heights ranging from 3 metres (9.8 ft) to 5 metres (16.4 ft). These berms are designed to comply with Ministry guidelines and reflect the recommendations of the noise impact assessment conducted by the applicant’s consultant.

Aggregate processing operations and shipping would only occur during daytime hours, weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays) and processing of material on this property would be done in designated areas. Fencing around the perimeter of the licensed area will be required to meet MNRF standards.

The proposed site access would be onto Dundas Street (County Road 2). Considering the primary uses of the aggregate is expected to be related to the London market area, it is anticipated that 90 percent of the generated truck traffic would be to and from the west of the site. It is anticipated that on a typical day during the construction season, a predicted peak volume of 10 trucks per hour would apply.

The proposed pit is to be rehabilitated back to an agricultural use. The rehabilitation of the extracted lands is to occur in a progressive manner, with the rehabilitation following the removal of the aggregate material as closely as is feasible. It is intended that each phase will be rehabilitated prior to the subsequent phase being extracted. Rehabilitation of the site to agricultural land of similar capability will involved the replacement of topsoil and site grading.

4. ANALYSIS

The subject lands are within and/or adjacent to an identified Primary Aggregate Resource area according to the Thames Centre Official Plan, being an area of the Municipality where aggregate deposits are predominant.

Section 2.5 of the Provincial Policy Statement (PPS) allows for the removal of land from prime agricultural areas for the extraction of aggregate resources as an interim use, provided that rehabilitation of the site to an agricultural condition occurs. Agricultural rehabilitation is not required for those areas where extraction occurs below the water table. Rehabilitation will be undertaken and would replace the subsoil and topsoil later such that the final ground surface would remain at least 1 metre (3.3 ft) above the water table and the lands would return back to agricultural after use.

According to the County of Middlesex Official Plan, the property is designated Agricultural Areas. Section 3.3.3 of the County Plan permits mineral aggregate extraction in Agricultural Areas. The County Plan recognizes that aggregate deposits are a non-renewable resource and also recognizes the need to balance competing priorities such as the protection of agricultural land, natural heritage features and aggregate resources. Similar to the PPS, the County Plan requires site rehabilitation to substantially the same acreage and soil capability for agriculture unless extraction occurs below the water table. The subject proposal would satisfy the foregoing.

The subject lands are designated Agricultural according to the Thames Centre Official Plan. Section 3.3.3 of the Plan states that amendments to the Official Plan and Zoning By-law will be required to establish a new aggregate extraction operation. The Plan further states the need to address issues relative to: adjacent land uses; natural environment; cultural heritage; existing road network; groundwater resources; and, site rehabilitation. Berms are proposed to mitigate noise impacts of the proposed operation from nearby residences as well as providing a visual screen. Further, existing vegetation will be maintained to also visually buffer the pit from adjacent land uses. Fencing along the boundaries of the property will need to meet the requirements of the Aggregate

Resources Act to prevent inadvertent access into the property. As previously indicated, supportive studies have been submitted to address the foregoing issues.

The only concerns raised during the agency and public consultation process were from the neighbouring property owner to the west on Dundas Street, requesting that berms near the mutual lot line be increased in height adjacent to the haul route and remain intact until the pit closes. The owner is now satisfied considering the pit plans have been revised accordingly by the applicant's consultant.

Staff is satisfied that the proposed Official Plan Amendment is appropriate based on the recommended mitigation measures and consistent with the PPS and conforms to the County of Middlesex Official Plan. As such, it would be appropriate for Council to proceed with the requested Amendment to the Official Plan. Consideration of the Zoning By-law Amendment should be deferred pending the County's approval of the Official Plan Amendment.

4.1 Agency Comments

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

4.1.1 County Engineer: No comment.

4.1.2 Chief Building Official: Confirmation is required that the extraction activity will not encroach into the required septic systems for the dwellings known municipally as 6508 Trafalgar Street and 6367 Dundas Street and that the septic systems will be maintained. No other concerns.

Planning Response: The pit plans note that the dwelling known municipally as 6367 Dundas Street is to be demolished prior to extraction activities and subject to any necessary permit. The dwelling known municipally as 6508 Trafalgar Street is being retained and is far removed from the proposed extraction area limit.

4.1.3 Drainage Superintendent: No comment.

4.1.4 Director of Public Works: No concerns after being reassured by the applicant that they will be using the Dundas Street (County Road 2) entrance for all truck traffic.

Planning Response: The pit plans note that the pit access will be limited to Dundas Street only.

4.2 Public Comments

In the circulation of the notice of public hearing and public meeting to surrounding property owners, no concerns have been received from the public as of the date of this report.

4.2.1 Ron Bouwman and Gerard Hamoen

Being the neighbouring property owner to the west on Dundas Street, they requested that the berm near the mutual property line next to the haul route be increased to 5 metres high and left in place until the pit is closed. The owner is satisfied considering the pit plans have been amended accordingly.

4. RECOMMENDATION

THAT Application for Official Plan Amendment (O2-21) by Esher Planning Inc. c/o Melanie Horton on behalf of the Allan Payne and A&K Payne Farms Ltd. for lands known municipally as 6367 Dundas Street and 6508 Trafalgar Street be approved in principle and that the implementing by-law be forwarded to the next regular Council meeting for consideration of adoption and subsequently forwarded to Middlesex County for consideration of approval;
AND THAT related Application for Zoning By-law Amendment (Z12-21) be approved in principle and that the implementing by-law be forwarded to a future meeting for Council's consideration once the Official Plan Amendment is approved by the County of Middlesex.

Prepared by: Marc Bancroft, Director of Planning & Development Services

Reviewed by: Mike Henry, Chief Administrative Officer

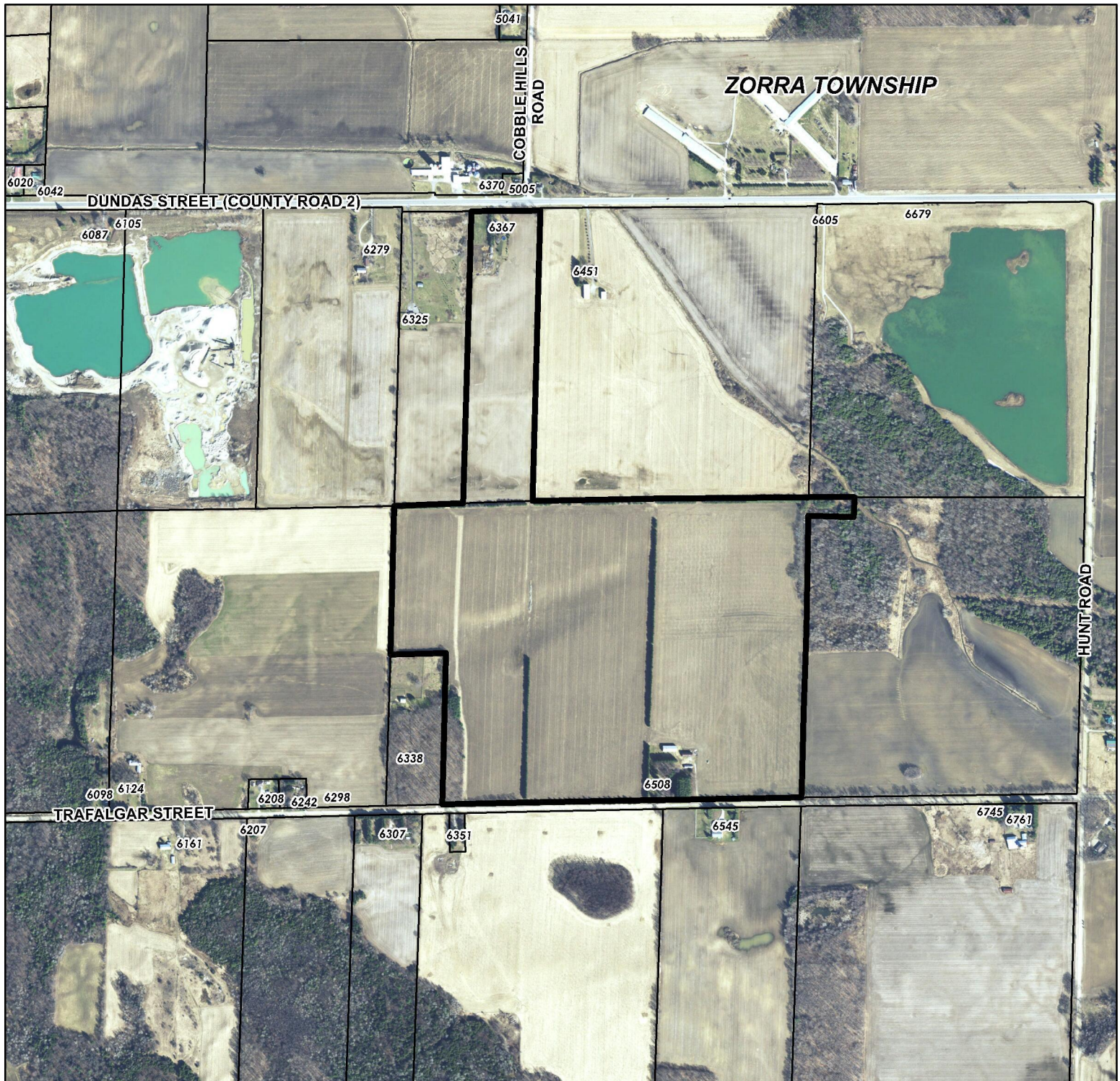
APPLICATIONS FOR OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS (O2-21 & Z12-21)

Applicant: A&K Payne Farms Limited (c/o Allan Payne)
Agent: Esher Planning Incorporated (c/o Melanie Horton)

Location: 6367 Dundas Street and 6508 Trafalgar Street
Roll No.: 3926-000-020-03900



Municipality of THAMES CENTRE

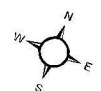


SUBJECT LANDS TO BE REDESIGNATED AND REZONED

1:12,000

0 70 140 280 420 560 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015





MUNICIPALITY OF THAMES CENTRE

PLANNING & DEVELOPMENT SERVICES

REPORT NO: PDS-046-21

FILE: O2-21 & Z12-21

TO: Mayor and Members of Council

FROM: Marc Bancroft, Director of Planning and Development Services

MEETING DATE: June 28, 2021

**RE: APPLICATIONS FOR OFFICIAL PLAN AND
ZONING BY-LAW AMENDMENTS**

**A & K FARMS LIMITED c/o ALLAN PAYNE (APPLICANT)
ESHER PLANNING INC. c/o MELANIE HORTON (AGENT)
6367 DUNDAS STREET & 65**

1. PURPOSE

The purpose and effect of the subject applications is to re-designate the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the lands from the Agricultural (A) Zone to the Extractive Industrial (M3) Zone to allow the establishment of a licensed aggregate extraction operation.

The applicant is proposing to establish an aggregate extraction operation subject to the issuance of a licence from the Ministry of Natural Resources and Forestry (MNRF). Amendments to the Official Plan and Zoning By-law are required since the current designation and zoning does not allow the proposed use.

The subject applications are scheduled to be heard at a public meeting of Municipal Council on June 28, 2021. The purpose of this report is to provide background information. A subsequent report will provide an evaluation of the proposal and a summary of any issues identified through the public and agency consultation process including a recommendation for Council's consideration at a future meeting.

2. BACKGROUND (see attached map)

The subject lands are located on the south side of Dundas Street (County Road 2) and north of side of Trafalgar Street between Elgin Road (County Road 73) and Hunt Road. The lands constitute two abutting farms with a total area of approximately 66 hectares (164 ac). The southern farm known municipally as 6508 Trafalgar Street is comprised of agricultural land and contains a number of farm buildings and a single detached dwelling.

The northern farm known municipally as 6367 Dundas Street is also comprised of agricultural land and contains a single detached dwelling and a detached garage. The subject lands as a whole are designated Agricultural under the Thames Centre Official Plan and zoned Agricultural (A).

Surrounding land uses are primarily agricultural with a number of farms used for the cultivation of field crops each of which generally contain a farm dwelling. Additionally, there are a number of existing aggregate pits located to the west on the south side of Dundas Street and south of the site on the south side of Trafalgar Road.

3. SUBJECT PROPOSAL

A Category 1, Class “A” Pit License through the Aggregate Resources Act under the authority of the Ministry of Natural Resources and Forestry (MNRF) has been requested to allow extraction of sand and gravel below the established water table, although no actual extraction below the water table is to occur. The proposed extraction would remove aggregate to at least 0.5 metres (1.6 ft) above the water table.

With a total estimated aggregate volume of 1.2 million tonnes, the lifespan of the pit is expected to be roughly 5 years depending on market conditions considering the proposed annual tonnage limit of 400,000 tonnes. With a proposed licensed area of 66 hectares (163 ac), the limit of extraction would be restricted to 58.4 hectares (144 ac) of the site.

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts, cultural heritage (archaeology), and traffic impact have been submitted. A planning justification report was also prepared.

As extraction occurs, the operational area is to be stripped of topsoil and subsoil, and this material will be stored on-site within berms, or used for progressive rehabilitation. The operations plan phasing shows extraction commencing in the northern farm and then processing from west to east in 3 areas across the southern farm. The area designated for primary crushing and screening would move as extraction progresses from west to east. Berms are proposed to mitigate noise and visual impacts of the proposed operation around the perimeter of the licensed area with heights ranging from 3 metres (9.8 ft) to 5 metres (16.4 ft). These berms are designed to comply with Ministry guidelines and reflect the recommendations of the noise impact assessment conducted by the applicant's consultant.

Aggregate processing operations and shipping would only occur during daytime hours (weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays) and processing of material on this property would be done in designated areas. Fencing around the perimeter of the licensed area will be required to meet MNRF standards.

The proposed site access would be onto Dundas Street (County Road 2). Considering the primary use of the aggregate is expected to be related to the London market area, it is anticipated that 90 percent of the generated truck traffic would be to and from the west of the site. It is anticipated that on a typical day during the construction season, a predicted peak volume of 10 trucks per hour would apply.

The proposed pit is to be rehabilitated back to an agricultural use. The rehabilitation of the extracted lands is to occur in a progressive manner, with the rehabilitation following the removal of the aggregate material as closely as is feasible. It is intended that each phase will be rehabilitated prior to the subsequent phase being extracted. Rehabilitation of the site to agricultural land of similar capability will involve the replacement of topsoil and site grading.

3.1 Agency Comments

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

3.1.1 County Engineer: No comment.

3.1.2 Chief Building Official: Confirmation is required that the extraction activity will not encroach into the required septic systems for the dwellings known municipally as 6508 Trafalgar Street and 6367 Dundas Street and that the septic systems will be maintained. No other concerns.

[In reviewing the pit plans, the dwelling known municipally as 6367 Dundas Street is to be demolished prior to extraction activities. The dwelling known municipally as 6508 Trafalgar Street is being retained and is far removed from the proposed extraction area limit.]

3.1.3 Drainage Superintendent: No comment.

3.1.4 Director of Public Works: No concerns after being reassured by the applicant that they will be using the Dundas Street (County Road 2) entrance for all truck traffic.

3.2 Public Comments

In the circulation of the notice of public meeting to surrounding property owners, no responses have been received from the public as of the date of this report.

4. RECOMMENDATION

THAT Report No. PDS-046-21 dated June 28, 2021 related to Application for Official Plan Amendment (O2-21) and Application for Zoning By-law Amendment (Z12-21) for lands described as Part of Lot 16, Concession 1 NRT (geographic Township of North Dorchester), Municipality of Thames Centre and Part of Lots 16, 17 and 18, Concession 1 NRT (geographic Township of North Dorchester), Municipality of Thames Centre and designated as Parts 1, 2 and 3 on Reference Plan 33R-18002 and owned by A & K Payne Farms Limited be received;

AND THAT the Director of Planning and Development Services provide a subsequent report evaluating the subject applications with a recommendation for Council's consideration at a future meeting.

Prepared by: Marc Bancroft, Director of Planning & Development Services

Reviewed by: Mike Henry, Chief Administrative Officer

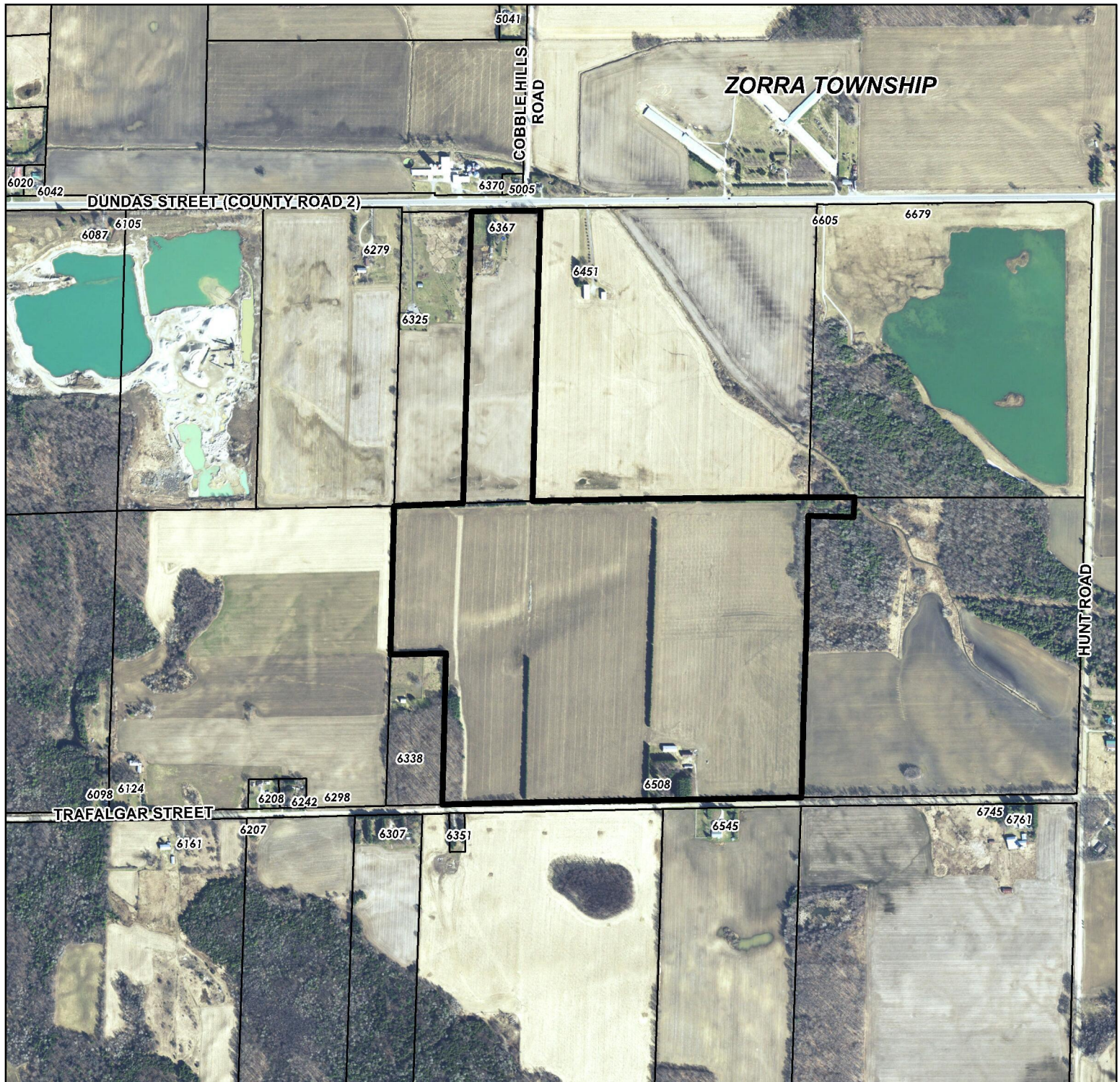
APPLICATIONS FOR OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS (O2-21 & Z12-21)

Applicant: A&K Payne Farms Limited (c/o Allan Payne)
Agent: Esher Planning Incorporated (c/o Melanie Horton)

Location: 6367 Dundas Street and 6508 Trafalgar Street
Roll No.: 3926-000-020-03900



Municipality of THAMES CENTRE



SUBJECT LANDS TO BE REDESIGNATED AND REZONED

1:12,000

0 70 140 280 420 560 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015





Committee of the Whole

Meeting Date: February 8, 202

Submitted by: Jessica P. Ngai, Human Resources Manager

Subject: MILEAGE ALLOWANCE – HUMAN RESOURCE POLICY 2.10

BACKGROUND:

The County of Middlesex compensates employees for costs incurred while using their personal vehicle to conduct County business. The current policy provides compensation at a rate of \$0.55 per kilometre for the first 5,000 kilometres and \$0.49 per kilometre thereafter, which is designed to cover the cost of gas, depreciation, maintenance and insurance. The current policy came into effect on January 1, 2019.

ANALYSIS:

The Canada Revenue Agency (“CRA”) has established the “reasonable per-kilometre” rate for 2022 as follows:

- \$0.61 per kilometre for the first 5,000 kilometres driven;
- \$0.55 per kilometre driven after that

For 2020 and 2021, the CRA established “reasonable per-kilometre” rate was \$0.59 per kilometre for the first 5,000 kilometres and \$0.53 per kilometre thereafter. For 2019, the CRA “reasonable per-kilometre” rate was \$0.58 per kilometre for the first 5,000 kilometres and \$0.52 per kilometre thereafter. Our current policy reflects the 2018 “reasonable per-kilometre” rate.

The per-kilometre rates that CRA usually considers reasonable are the amounts prescribed in section 7306 of the Income Tax Regulations. CRA considers an allowance to be reasonable if all of the following conditions apply:

- The allowance is based only on the number of business kilometres driven in a year;
- The rate per-kilometre is reasonable; and

- You did not reimburse the employee for expenses related to the same use of the vehicle. This does not apply to situations where you reimburse an employee for toll or ferry charges or supplementary business insurance, if you determined the allowance without including these reimbursements.

FINANCIAL IMPLICATIONS:

The COVID-19 pandemic has had an impact on the amount of mileage accumulated by County employees. Therefore, for comparison purposes, an analysis has been conducted on the average mileage expenditure for 2019, 2020 and 2021 and on 2019 only to show the potential budget impact of this change.

Based on the recommended mileage allowance rate, the increase would equate to an expenditure increase of approximately \$13,599.56 based on the average mileage expense for 2019, 2020 and 2021 or approximately \$24,356.07 based on the 2019 mileage expenditures.

RECOMMENDATION:

That the Middlesex County Council amend the mileage allowance to reflect the current Canada Revenue Agency reasonable rate for 2022 of \$0.61 per kilometre for the first 5,000 kilometres and \$0.55 per kilometre thereafter to be effective February 8, 2022.

Attachment:

1. Proposed Mileage Allowance, HR Policy 2.10



Human Resource Policy 2.10

Subject: MILEAGE ALLOWANCE

Scope: ALL COUNTY AND LIBRARY BOARD EMPLOYEES

Issued: June, 1985

Revised: February 8, 2022

Reviewed: September 13, 2016 – Middlesex County Council

Purpose:

To set the rate at which the County will reimburse employees for the use of their personal vehicle for approved County business.

Policy:

The County of Middlesex will pay its employees an approved mileage rate for authorized use of a personal vehicle.

Procedure:

Effective February 8, 2022, the County of Middlesex approved mileage rate for employees shall reflect the 2022 Canada Revenue Agency mileage rate of \$0.61 per kilometer for the first 5,000 kilometers and \$0.55 per kilometer thereafter, unless otherwise determined by County Council.

Payment will be made on the next pay following submission of an authorized Statement of Expense Sheet to the Treasurer's office.

Mileage will be paid for: travel to conferences, training venues, offsite meetings and other work related requirements. Mileage will not be paid for attendance at County social gatherings.

General Administration Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146609	1724830 Ontario Inc. o/a Flandscape	Snow Services January	\$3,616.00
146625	Assoc. Of Municipalities of On	Annual Membership	\$9,210.66
146655	C.U.P.E. Local 2018	Union Dues	\$4,025.00
146656	CUPE Local 101.5	Union Dues	\$3,147.45
146675	Frampton Mailing Systems	Rental Agreement	\$552.40
146736	Mun. Employer Pension Centre of Ontario	Annual Membership	\$1,732.29
146739	Middlesex London Health Unit	Payment for January 2022	\$108,941.65
146743	Municipal Property Assessment Corp	Quarterly Billing	\$327,055.94
146808	Thomson Reuters Canada	Subscription	\$2,026.50
146814	UNIFOR Local 302	Union Dues - December 2021	\$7,399.70
146814	UNIFOR Local 302	Union Dues	\$6,274.39
146815	United Way of London & Middlesex	Payroll Contributions	\$130.00
146633	Baltech Parking Equipment	Door Reader Replacements	\$1,638.50
146635	Brittany Ennis Consulting	Services	\$240.00
146675	Frampton Mailing Systems	Supplies	\$345.76
146676	Garda Canada Security Corp.	Daily Services - December	\$432.06
146698	Jessica Kinsman	Expense Claim	\$107.42
146737	Metropolitan Maintenance	Cleaning Service	\$2,542.50
146738	MLEMS Staff Association	V25/21	\$1,138.00
146738	MLEMS Staff Association	V26 2021	\$1,341.00
146752	Ontario Public Service Employees Union	E22V2621	\$13,608.52
146760	Purolator Inc.	Courier	\$45.81
146760	Purolator Inc.	Courier	\$35.63
146806	TempWise Design and Maintenance	Heat Pump Repairs	\$2,138.23
146806	TempWise Design and Maintenance	Heat Pump	\$1,945.86
146821	Waste Connections of Canada Inc.	Garbage Services	\$617.96
146836	Abell Pest Control Inc.	Pest service	\$121.27
146906	Independent Resolutions Inc.	Professional Services	\$10,593.75
146921	Law Society of Ontario	Annual Fee	\$2,048.69
146921	Law Society of Ontario	Annual fee	\$2,048.69
146921	Law Society of Ontario	Annual fee	\$2,048.69
146923	LexisNexis Canada Inc.	Software	\$13,329.32
146942	MLEMS Staff Association	V01 2022	\$1,314.00
146946	MRC Systems Inc	Maintenance fees	\$244.93
146952	OMHRA	Membership fee	\$508.50
146954	Ontario Public Service Employees Union	E22V0122	\$14,215.24
146960	Purolator Inc.	Shipping	\$115.30
146971	Sheriff of the County of Middlesex	Garnishment	\$327.56
146988	Taylor Belanco	Expense claim	\$678.00
146856	Brittany Ennis Consulting	Consultant services	\$80.00
146860	Boulevard Strategy Group	Professional Services	\$423.75
146877	Copps Building Materials Ltd.	Shed Maintenance	\$223.51
146877	Copps Building Materials Ltd.	Shed Maintenance	\$67.53

General Administration Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146878	CSI International, Inc.	Employee Awards	\$395.31
146884	David Samuels	Employee Expense Claim	\$322.05
146884	David Samuels	Employee Expense Claim	\$480.00
146885	E. Hewitt Professional Corporation	E. Hewitt Law Firm	\$11,688.44
146888	County of Elgin	Professional Services	\$16,116.15
146904	Hicks Morley Hamilton Stewart Storie LLP	Professional Services	\$861.63
147125	Manulife Financial	Annual Premium	\$1,736.82
147125	Manulife Financial	Annual Premium	\$1,831.44
147126	Marsh Canada Limited	Excess Workers Comp Premium	\$146,719.08
147145	Purolator Inc.	Shipping	\$10.18
147159	Staples Advantage	Office Supplies	\$12.98
147159	Staples Advantage	Office Supplies	\$30.48
147025	Abell Pest Control Inc.	Pest service	\$121.27
147026	Above & Beyond Promotions	Corporate Branding	\$321.51
147031	A.M.G Medical Inc.	Service	\$100.00
147093	Intact Public Entities	Third Party Deductible	\$3,237.50
147093	Intact Public Entities	Third Party Deductible	\$4,683.28
147119	Lovers At Work Office Furniture	Office Furniture	\$169.49
147205	Baltech Parking Equipment	Gate maintenance	\$169.50
147256	Knighthunter	Advertising	\$63.28
147270	Municipal Finance Officers Assn.	Job Advertisement	\$259.90
147279	Purolator Inc.	Postage	\$10.18
147197	Allstream Business Inc.	Cell Phones	\$1,234.07
147248	Hicks Morley Hamilton Stewart Storie LLP	Professional Services	\$310.19
147248	Hicks Morley Hamilton Stewart Storie LLP	Professional Services	\$111.87
147248	Hicks Morley Hamilton Stewart Storie LLP	Professional Services	\$428.30
147250	Intact Public Entities	Insurance Claim	\$4,683.28
147256	Knighthunter	Advertising	\$63.28
147256	Knighthunter	Advertising	\$63.28
147256	Knighthunter	Advertising	\$63.28
147269	Metropolitan Maintenance	Cleaning Service	\$2,542.50
147270	Municipal Finance Officers Assn.	Job Advertisement	\$259.90
147289	Selectpath Benefits & Financial Inc.	Consulting Service	\$282.50
			\$748,060.88

Planning Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146673	Findlater & Associates Inc.	Professional Services	\$1,600.36
146673	Findlater & Associates Inc.	Consulting	\$1,296.68
146679	Gary Falconer Transport	Woodland Maintenance Supplies	\$791.00
146685	GSP Group	Consulting	\$3,474.75
146742	Monteith Brown	Consulting	\$226.00
146742	Monteith Brown	Consulting	\$248.60
146787	Stovel and Associates Inc.	Consulting	\$1,353.18
147124	M&T Printing Group Ltd.	Country Road Maps	\$3,136.10
147128	MDB Insight Inc.	Consulting	\$7,533.71
147162	Stovel and Associates Inc.	Consulting	\$2,120.16
147162	Stovel and Associates Inc.	Consulting	\$2,015.64
147162	Stovel and Associates Inc.	Consulting	\$3,969.13
			\$27,765.31

Economic Development Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146610	2817363 Ontario Inc.	Tourism Event Sponsorship	\$2,500.00
146642	Cara Finn	Expense Claim	\$335.52
146652	Creative Initiatives Inc.	Video Compilation	\$429.40
146680	Gabrielle Gosling	Services	\$170.00
146692	I LOVE COMMUNITY	Village Event	\$1,000.00
146756	Perspective Marketing Inc.	Advertising	\$3,384.35
146758	PrintMore	Supplies	\$271.15
146765	Research Consultants International FDI, Inc	Professional Services	\$11,102.25
146765	Research Consultants International FDI, Inc	Professional Services	\$7,367.50
146792	Mun. of Strathroy Caradoc	CIP Implementation	\$1,906.91
146811	Total View Signs	Supplies	\$949.20
146819	Voyageur Transportation	Transport	\$277.98
146819	Voyageur Transportation	Transport	\$277.98
146819	Voyageur Transportation	Transport	\$277.98
146819	Voyageur Transportation	Transport	\$277.98
146833	4 Imprint Inc.	Promotional Items	\$3,379.20
146833	4 Imprint Inc.	Special events	\$2,932.52
146869	Cara Finn	Expense claim	\$198.19
146951	CTV Two	Tourism Advertising	\$1,531.15
146951	CTV Two	Advertising	\$3,401.30
146976	Springbank Creatives	Video Project Final Payment	\$6,336.00
147019	Workforce Planning and Development Boarc	Advertising	\$5,000.00
147069	Economic Developers Council of Ontario Inc	Annual Membership	\$952.59
			\$54,259.15

Social Services Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
146802		SSRF-3 2020-2021 217	\$838.00
146614	Allison Beauchamp	EarlyON Exp Refund	\$82.74
146706	Joseph Winser	Expense Refund	\$60.16
146706	Joseph Winser	Expenses to Dec 21/21	\$110.00
146713	Kassandra Marriott	Expenses to Dec 23/21	\$19.80
146755	ParaMed Inc	Dec/21 Homemakers & Nurses	\$117.90
146819	Voyageur Transportation	Dec/21 CT Services	\$29,966.02
146651		SSRF-4 2022 001	\$45,797.00
146764		SSRF-4 2022 004	\$1,050.00
146780		CHPI 2021-2022 036	\$221.21
146793		SSRF-4 2022 006	\$1,028.15
146793		SSRF-4 2022 007	\$2,372.66
146803		SSRF-4 2022 002	\$500.00
146804		CHPI 2021-2022 035	\$700.00
146805		SSRF-4 2022 003	\$1,366.00
146827		SSRF-4 2022 005	\$564.96
146847	Angels Daycares Ontario Ltd.	December/21 Childcare Subsidy	\$2,407.87
146848	Angels Daycares Ontario Ltd.	December/21 Childcare Subsidy	\$1,150.00
146849	Angels Daycares Ontario Ltd.	December/21 Childcare Subsidy	\$1,532.26
146852	Arva's Little School House	December/21 Childcare Subsidy	\$3,516.70
146855	Belvoir Co-op Nursery School	December/21 Childcare Subsidy	\$1,500.00
146859	Blossoms ECE Centre Inc	December/21 Childcare Subsidy	\$1,736.14
146862	London Bridge Childcare Serv.	December/21 Childcare Subsidy	\$7,101.02
146863	Bright Beginnings	December/21 Childcare Subsidy	\$1,212.48
146867	Centre communautaire regional de London	December/21 Childcare Subsidy	\$26.00
146889	E.L.M. Children's Centre	December/21 Childcare Subsidy	\$7,313.32
146896	Faith Daynursery	December/21 Childcare Subsidy	\$954.50
146917	Kidzone Day Care	December/21 Childcare Subsidy	\$1,181.05
146918	Kilworth Children's Centre	December/21 Childcare Subsidy	\$2,491.48
146919	Kinderville Gainsborough London Inc	December/21 Childcare Subsidy	\$1,509.00
146922	LEADS Employment Services	Dec/21 Skills That Work	\$3,234.17
146925	Little Lambs Christian Daycare	December/21 Childcare Subsidy	\$8,726.58
146926	London Children's Connection	December/21 Childcare Subsidy	\$3,967.88
146948	Next to Mom Inc.	December/21 Childcare Subsidy	\$1,572.29
146949	Nimble Information Strategies Inc	Digital Mailroom Services	\$7,419.51
146950	Oak Park Co-operative	December/21 Childcare Subsidy	\$864.82
146969	Salvation Army Village Daynurs	December/21 Childcare Subsidy	\$1,127.00
146974	Mt. Brydges Sonshine Day Care	December/21 Childcare Subsidy	\$7,437.06
147012	The Western Day Care Centre	December/21 Childcare Subsidy	\$1,115.50
147014	Whitehills Childcare Ass'n.	December/21 Childcare Subsidy	\$1,043.96
147021	YMCA of Southwestern Ontario	December/21 Childcare Subsidy	\$21,235.18
146838	Ailsa Craig & District Co-Op	Jan/22 General Operating Grant	\$437.25
146838	Ailsa Craig & District Co-Op	Jan/22 Pay Equity	\$29.38

Social Services Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
146838	Ailsa Craig & District Co-Op	Jan/22 EDU-WEG	\$221.21
146847	Angels Daycares Ontario Ltd.	Jan/22 General Operating Grant	\$8,190.00
146847	Angels Daycares Ontario Ltd.	Jan/22 EDU-WEG	\$3,302.60
146848	Angels Daycares Ontario Ltd.	Jan/22 General Operating Grant	\$8,190.00
146848	Angels Daycares Ontario Ltd.	Jan/22 EDU-WEG	\$3,538.94
146849	Angels Daycares Ontario Ltd.	Jan/22 General Operating Grant	\$4,680.00
146849	Angels Daycares Ontario Ltd.	Jan/22 EDU-WEG	\$2,138.99
146852	Arva's Little School House	Jan/22 General Operating Grant	\$2,827.50
146852	Arva's Little School House	Jan/22 EDU-WEG	\$1,526.17
146855	Belvoir Co-op Nursery School	Jan/22 General Operating Grant	\$3,009.50
146855	Belvoir Co-op Nursery School	Jan/22 EDU-WEG	\$1,036.52
146880	Dorchester Co-Op Nursery Schoo	Jan/22 General Operating Grant	\$336.46
146880	Dorchester Co-Op Nursery Schoo	Jan/22 EDU-WEG	\$426.25
146889	E.L.M. Children's Centre	Jan/22 General Operating Grant	\$8,307.00
146889	E.L.M. Children's Centre	Jan/22 Pay Equity	\$305.95
146889	E.L.M. Children's Centre	Jan/22 EDU-WEG	\$5,682.48
146916	Kids Ko Childcare Centre Inc.	Jan/22 General Operating Grant	\$8,482.50
146916	Kids Ko Childcare Centre Inc.	Jan/22 EDU-WEG	\$5,190.86
146918	Kilworth Children's Centre	Jan/22 General Operating Grant	\$10,660.00
146918	Kilworth Children's Centre	Jan/22 Pay Equity	\$1,255.59
146918	Kilworth Children's Centre	Jan/22 EDU-WEG	\$7,121.42
146925	Little Lambs Christian Daycare	Jan/22 General Operating Grant	\$7,274.90
146925	Little Lambs Christian Daycare	Jan/22 EDU-WEG	\$5,150.97
146926	London Children's Connection	Jan/22 General Operating Grant	\$2,925.00
146926	London Children's Connection	Jan/22 Pay Equity	\$186.04
146926	London Children's Connection	Jan/22 EDU-WEG	\$2,050.11
146931	Lucan & Dist. Co-op Nursery	Jan/22 General Operating Grant	\$487.50
146931	Lucan & Dist. Co-op Nursery	Jan/22 EDU-WEG	\$131.92
146973	Simply Kids	Jan/22 General Operating Grant	\$9,690.00
146973	Simply Kids	Jan/22 EDU-WEG	\$6,016.38
146974	Mt. Brydges Sonshine Day Care	Jan/22 General Operating Grant	\$12,870.00
146974	Mt. Brydges Sonshine Day Care	Jan/22 EDU-WEG	\$9,443.44
146994		SSRF-4 2022 009	\$508.50
147005		SSRF-4 2022 008	\$605.38
147014	Whitehills Childcare Ass'n.	Jan/22 General Operating Grant	\$10,286.51
147014	Whitehills Childcare Ass'n.	Jan/22 Pay Equity	\$309.07
147014	Whitehills Childcare Ass'n.	Jan/22 EDU-WEG	\$1,942.14
147021	YMCA of Southwestern Ontario	Jan/22 General Operating Grant	\$25,807.50
147021	YMCA of Southwestern Ontario	Jan/22 EDU-WEG	\$12,972.31
147028	Municipality of Adelaide Metcalfe	Youth Sports Support	\$3,991.00
147032	Angels Daycares Ontario Ltd.	2020 SRF Surplus	\$7,565.15
147033	Angels Daycares Ontario Ltd.	2020 SRF Surplus	\$8,586.56
147040	Belvoir Co-op Nursery School	2020 SRF Surplus	\$1,198.52
147101	Kids Ko Childcare Centre Inc.	2020 SRF Surplus	\$8,909.49

Social Services Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147102	Kilworth Children's Centre	2020 SRF Surplus	\$4,666.81
147111	Little Lambs Christian Daycare	2020 SRF Surplus	\$13,489.21
147120	Twp. of Lucan Biddulph	Youth Sports Support	\$3,991.00
147131	Municipality of Middlesex Centre	Youth Sports Support	\$3,991.00
147133	Municipality of North Middlesex	Youth Sports Support	\$3,991.00
147134	Village of Newbury	Youth Sports Support	\$3,991.00
147156	Simply Kids	2020 SRF Surplus	\$31,737.54
147156	Simply Kids	Dec/21 Childcare Subsidy	\$15,613.98
147157	Southwest Middlesex	Youth Sports Support	\$3,991.00
147166	Mun. of Strathroy Caradoc	Youth Sports Support	\$3,991.00
147174	Municipality of Thames Centre	Youth Sports Support	\$3,991.00
147172		SSRF-4 2022 003	\$1,366.00
147035	Active Playground Equipment	EarlyON Play Equipment	\$2,884.89
147172		SSRF-4 2022 010	\$500.00
147173		SSRF-4 2022 011	\$600.00
147194	Ailsa Craig & District Co-Op	Feb/22 EDU-WEG	\$221.21
147194	Ailsa Craig & District Co-Op	Feb/22 Pay Equity	\$29.38
147194	Ailsa Craig & District Co-Op	Feb/22 General Operating Grant	\$437.25
147199	Angels Daycares Ontario Ltd.	Feb/22 EDU-WEG	\$3,302.60
147199	Angels Daycares Ontario Ltd.	Feb/22 General Operating Grant	\$8,190.00
147200	Angels Daycares Ontario Ltd.	Feb/22 EDU-WEG	\$3,538.94
147201	Angels Daycares Ontario Ltd.	Feb/22 EDU-WEG	\$2,138.99
147203	Arva's Little School House	Feb/22 EDU-WEG	\$1,526.17
147203	Arva's Little School House	Feb/22 General Operating Grant	\$2,827.50
147207	Belvoir Co-op Nursery School	Feb/22 EDU-WEG	\$1,036.52
147207	Belvoir Co-op Nursery School	Feb/22 General Operating Grant	\$3,009.50
147219		SSRF-4 2022 019	\$2,960.42
147219		SSRF-4 2022 012	\$3,005.37
147219		SSRF-4 2022 013	\$2,689.02
147219		CHPI-2021-2022 037	\$79.09
147219		SSRF-4 2022 014	\$2,192.02
147219		SSRF-4 2022 015	\$2,406.68
147219		SSRF-4 2022 016	\$3,067.41
147226	Dorchester Co-Op Nursery Schoo	Feb/22 EDU-WEG	\$426.25
147226	Dorchester Co-Op Nursery Schoo	Feb/22 General Operating Grant	\$336.46
147230	E.L.M. Children's Centre	Feb/22 EDU-WEG	\$5,682.48
147230	E.L.M. Children's Centre	Feb/22 Pay Equity	\$305.95
147230	E.L.M. Children's Centre	Feb/22 General Operating Grant	\$8,307.00
147253	Kids Ko Childcare Centre Inc.	Feb/22 EDU-WEG	\$5,190.86
147253	Kids Ko Childcare Centre Inc.	Feb/22 General Operating Grant	\$8,482.50
147254	Kilworth Children's Centre	Feb/22 EDU-WEG	\$7,121.42
147254	Kilworth Children's Centre	Feb/22 Pay Equity	\$1,255.59
147254	Kilworth Children's Centre	Feb/22 General Operating Grant	\$10,660.00
147260	Little Lambs Christian Daycare	Feb/22 EDU-WEG	\$5,150.97

Social Services Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147260	Little Lambs Christian Daycare	Feb/22 General Operating Grant	\$7,274.90
147261	London Children's Connection	Feb/22 EDU-WEG	\$2,050.11
147261	London Children's Connection	Feb/22 Pay Equity	\$186.04
147261	London Children's Connection	Feb/22 General Operating Grant	\$2,925.00
147262	Lucan & Dist. Co-op Nursery	Feb/22 EDU-WEG	\$131.92
147262	Lucan & Dist. Co-op Nursery	Feb/22 General Operating Grant	\$487.50
147291	Simply Kids	Feb/22 EDU-WEG	\$6,016.38
147291	Simply Kids	Feb/22 General Operating Grant	\$9,690.00
147293	Mt. Brydges Sonshine Day Care	Feb/22 EDU-WEG	\$9,443.44
147293	Mt. Brydges Sonshine Day Care	Feb/22 General Operating Grant	\$12,870.00
147306		SSRF-4 2022 017	\$124.94
147307		SSRF-4 2022 018	\$215.00
147319	Whitehills Childcare Ass'n.	Feb/22 EDU-WEG	\$1,942.14
147319	Whitehills Childcare Ass'n.	Feb/22 Pay Equity	\$309.07
147319	Whitehills Childcare Ass'n.	Feb/22 General Operating Grant	\$10,286.51
147323	YMCA of Southwestern Ontario	Feb/22 EDU-WEG	\$12,972.31
147323	YMCA of Southwestern Ontario	Feb/22 General Operating Grant	\$25,807.50
147255	Kassandra Marriott	Expenses to Dec 23/21	\$19.80
			\$699,100.87

Information Technology Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
146641	CDW Canada Inc.	Computer Hardware	\$52.92
146641	CDW Canada Inc.	Computer Hardware	\$52.92
146623	Aidan Luby	Expense Claim	\$172.00
146624	Amazon.com.ca Inc.	Office Supplies	\$175.77
146624	Amazon.com.ca Inc.	Computer Hardware	\$93.44
146624	Amazon.com.ca Inc.	Computer Hardware	\$157.07
146624	Amazon.com.ca Inc.	Computer Hardware	\$966.00
146641	CDW Canada Inc.	Computer Hardware	\$710.90
146641	CDW Canada Inc.	Computer Hardware	\$321.37
146641	CDW Canada Inc.	Computer Hardware Warranty	\$70.23
146641	CDW Canada Inc.	Computer Hardware	\$562.13
146641	CDW Canada Inc.	Computer Hardware	\$3,902.64
146641	CDW Canada Inc.	Computer Supplies	\$352.86
146641	CDW Canada Inc.	Computer Hardware	\$478.85
146641	CDW Canada Inc.	Computer Hardware	\$227.67
146641	CDW Canada Inc.	Computer Hardware	\$423.14
146641	CDW Canada Inc.	Computer Software	\$223.63
146641	CDW Canada Inc.	Computer Hardware	\$45.98
146641	CDW Canada Inc.	Network Supplies	\$94.98
146641	CDW Canada Inc.	Equipment Replacement	\$99.73
146641	CDW Canada Inc.	Computer Hardware	\$252.18
146641	CDW Canada Inc.	Network Supplies	\$507.72
146641	CDW Canada Inc.	Computer Software	\$1,145.14
146660	Digitex Canada Inc, Xerox Company	Computer Hardware	\$2,462.99
146661	Direct Dial	Computer Hardware	\$21,447.40
146665	The Drafting Clinic Canada Limited	Drafting Supplies	\$421.14
146705	James Webb	Expense Claim	\$40.00
146760	Purolator Inc.	Courier	\$265.98
146768	Ricoh Canada Inc.	Supplies	\$202.27
146768	Ricoh Canada Inc.	Supplies	\$135.60
146781	Spectrum Wireless-London	Cell Phone	\$344.64
146781	Spectrum Wireless-London	Cell Phone	\$344.64
146781	Spectrum Wireless-London	Cell Phone	\$361.59
146801	Telus Communications	Connectivity	\$874.30
146840	Access Information Mgmt	Off site tape storage	\$188.56
146840	Access Information Mgmt	Off site tape storage	\$631.44
146840	Access Information Mgmt	Off site tape storage	\$434.49
146840	Access Information Mgmt	Off site tape storage	\$186.97
146845	Amazon.com.ca Inc.	Amazon Business Prime Acct	\$89.27
146845	Amazon.com.ca Inc.	Computer hardware	\$25.29
146845	Amazon.com.ca Inc.	Computer hardware	\$329.90
146845	Amazon.com.ca Inc.	Computer supplies	\$19.74
146845	Amazon.com.ca Inc.	Computer hardware	\$290.24

Information Technology Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146868	CDW Canada Inc.	Computer hardware	\$26.70
146868	CDW Canada Inc.	Computer hardware	\$23.30
146868	CDW Canada Inc.	Computer supplies	\$80.91
146868	CDW Canada Inc.	Computer hardware	\$93.58
146868	CDW Canada Inc.	Computer hardware	\$268.69
146868	CDW Canada Inc.	Computer hardware	\$23.30
146868	CDW Canada Inc.	Computer software	\$699.46
146868	CDW Canada Inc.	Computer hardware	\$75.14
146868	CDW Canada Inc.	Office supplies	\$54.56
146873	CompuCom Canada Co.,	Computer hardware	\$124.30
146890	eSCRIBE Software Ltd.	Computer software	\$5,813.85
146957	Perry Group Consulting Ltd	Disaster Recovery Plan	\$11,227.68
146993	Telus Communications Inc	TELUS - Connectivity	\$1,011.35
146868	CDW Canada Inc.	Computer Hardware	\$230.17
146868	CDW Canada Inc.	Computer Hardware	\$303.25
146868	CDW Canada Inc.	Computer Hardware	\$1,114.47
146907	INTEGRA Data Systems Corp	Computer Supplies & Maintenance	\$1,787.32
146907	INTEGRA Data Systems Corp	Computer Supplies	\$178.77
146940	Metropolitan Maintenance	Facility Cleaning	\$565.00
146940	Metropolitan Maintenance	Facility Cleaning	\$152.55
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$378.30
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$1.09
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$100.56
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$2.54
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$10.22
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$29.45
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$91.28
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$70.38
146964	Ricoh Canada Inc.	Ricoh Meter Read	\$51.26
146991	Telus	TELUS - Business Connect	\$86.63
146992	Telus Communications	Hardware Maintenance	\$444.26
147030	Amazon.com.ca Inc.	Computer supplies	\$86.76
147030	Amazon.com.ca Inc.	Computer hardware	\$19.10
147030	Amazon.com.ca Inc.	Computer hardware	\$315.71
147030	Amazon.com.ca Inc.	Computer hardware	\$19.10
147030	Amazon.com.ca Inc.	Computer hardware	\$315.71
147030	Amazon.com.ca Inc.	Computer supplies	\$30.05
147053	CDW Canada Inc.	Network supplies	\$178.96
147053	CDW Canada Inc.	Computer hardware	\$862.65
147053	CDW Canada Inc.	Computer hardware	\$1,365.81
147053	CDW Canada Inc.	Computer hardware	\$52.92
147053	CDW Canada Inc.	Computer hardware	\$11,397.18
147053	CDW Canada Inc.	Network supplies	\$65.52

Information Technology Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147053	CDW Canada Inc.	Computer hardware	\$176.99
147053	CDW Canada Inc.	Computer hardware	\$628.89
147053	CDW Canada Inc.	Computer hardware	\$46.60
147053	CDW Canada Inc.	Computer hardware	\$1,239.05
147053	CDW Canada Inc.	Software maintenance	\$10,573.85
147059	Cloudpermit Inc.	Subscription fee	\$84,750.00
147077	Execulink Telecom	Internet services	\$886.39
147092	Insight Canada Inc.	Computer software support	\$163.52
147092	Insight Canada Inc.	Computer software	\$576.30
147092	Insight Canada Inc.	Computer software	\$570.65
147123	LXM LAW LLP	Modernization - Procurement	\$11,300.00
147144	PSD Citywide Inc.	Computer software	\$196,088.90
147148	RAND A Technology/IMAGINiT Technologies	Computer software	\$3,248.75
147176	Thomson Reuters Canada	Computer supplies maintenance	\$837.19
147053	CDW Canada Inc.	Computer Hardware	\$303.25
147053	CDW Canada Inc.	Computer hardware	\$303.25
147053	CDW Canada Inc.	Computer Hardware	\$303.25
147053	CDW Canada Inc.	Computer hardware	\$207.47
147141	Perry Group Consulting Ltd	Disaster Recovery Plan	\$197.75
147158	Spectrum Wireless-London	Computer hardware	\$22.59
147158	Spectrum Wireless-London	Supplies for Cell Phone	\$30.50
147198	Amazon.com.ca Inc.	Computer hardware	\$50.58
147198	Amazon.com.ca Inc.	Computer hardware	\$674.36
147198	Amazon.com.ca Inc.	Computer Hardware	\$50.58
147198	Amazon.com.ca Inc.	Computer hardware	\$673.84
147198	Amazon.com.ca Inc.	Computer hardware	\$25.29
147198	Amazon.com.ca Inc.	Computer hardware	\$25.29
147198	Amazon.com.ca Inc.	Computer hardware	\$421.31
147198	Amazon.com.ca Inc.	Computer hardware	\$353.53
147213	CDW Canada Inc.	Computer Hardware	\$104.40
147213	CDW Canada Inc.	Computer Hardware	\$1,023.37
147213	CDW Canada Inc.	Computer supplies	\$278.52
147213	CDW Canada Inc.	Maintenance renewal	\$279.96
147213	CDW Canada Inc.	Computer Hardware	\$1,607.67
147213	CDW Canada Inc.	Computer supplies	\$212.42
147213	CDW Canada Inc.	Computer hardware	\$3,079.66
147213	CDW Canada Inc.	Computer Hardware	\$4,532.57
147213	CDW Canada Inc.	Computer Hardware warranty	\$176.99
147213	CDW Canada Inc.	Computer Hardware	\$495.63
147213	CDW Canada Inc.	Computer Hardware	\$27.23
147213	CDW Canada Inc.	Computer Hardware	\$700.92
147213	CDW Canada Inc.	Computer software	\$728.48
147213	CDW Canada Inc.	Computer Hardware	\$202.93

Information Technology Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147213	CDW Canada Inc.	Computer Hardware	\$531.80
147213	CDW Canada Inc.	Computer software renewal	\$1,828.47
147213	CDW Canada Inc.	Computer software	\$70.44
147213	CDW Canada Inc.	Computer Hardware	\$354.30
147213	CDW Canada Inc.	Computer software	\$385.31
147213	CDW Canada Inc.	Computer software	\$1,477.01
147213	CDW Canada Inc.	Computer Hardware	\$133.95
147213	CDW Canada Inc.	Computer Hardware	\$1,186.90
147213	CDW Canada Inc.	Computer software	\$199.99
147213	CDW Canada Inc.	Computer supplies	\$413.81
147213	CDW Canada Inc.	Computer Hardware	\$381.71
147213	CDW Canada Inc.	Computer Hardware	\$277.19
147213	CDW Canada Inc.	Computer Hardware	\$177.15
147217	CompuCom Canada Co.,	Computer Hardware	\$1,357.81
147266	Media Multicom Communications	Computer Hardware	\$9,064.86
147281	RAND A Technology/IMAGINiT Technologies	Computer software subscription	\$5,322.30
147286	Rogers Wireless	Cell phone	\$909.92
147286	Rogers Wireless	Cell phone	\$454.96
147294	Spectrum Wireless-London	Supplies for cell phone	\$28.01
147305	Telus	TELUS Mobility	\$2,146.15
147305	Telus	TELUS Mobility - County	\$2,941.10
147310	THINKDOX Inc.	Computer software	\$1,235.09
147275	Omni Telecommunications	Computer hardware	\$339.00
147285	Ricoh Canada Inc.	Copier	\$15.93
147286	Rogers Wireless	Cell phone	\$521.10
147286	Rogers Wireless	Cell Phone	\$518.27
			\$440,468.71

MLPS Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
146619	Andrea Flaherty	Meal Allowance Claim	\$15.00
146630	Andre Turbide	Meal Allowance Claim	\$15.00
146647	Dr. Charles Nelson, C. Psych.	Fees	\$2,450.00
146664	Dr. Sheldon Cheskes	Professional Services	\$4,802.50
146669	Equipement Medical Rive Nord	Medical Supplies	\$183.37
146671	Execulink Telecom	Internet	\$102.00
146730	Michael Bellamy	Meal Allowance Claim	\$15.00
146766	Robert Gordon	Meal Allowance Claim	\$15.00
146772	RWAM Insurance Administrators	Group 15724 Div 1	\$255,147.95
146784	Staples Advantage	Supplies	\$343.23
146786	Start.ca	Internet	\$96.05
146807	Thames OK Tire & Auto Service	Service	\$520.90
146807	Thames OK Tire & Auto Service	Service	\$777.47
146807	Thames OK Tire & Auto Service	Service	\$335.93
146807	Thames OK Tire & Auto Service	Service	\$3,883.43
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Service	\$1,442.12
146807	Thames OK Tire & Auto Service	Service	\$903.24
146807	Thames OK Tire & Auto Service	Service	\$1,381.74
146807	Thames OK Tire & Auto Service	Service	\$421.14
146807	Thames OK Tire & Auto Service	Service	\$1,609.05
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
146807	Thames OK Tire & Auto Service	Service	\$349.17
146807	Thames OK Tire & Auto Service	Service	\$349.17
146810	TK Elevator Canada Ltd	Maintenance	\$380.18
146822	Waste Management of Canada	Waste Removal	\$1,017.80
146613	Abbott Laboratories Ltd	Supplies	\$1,022.09
146615	Abell Pest Control Inc.	Komoka Service	\$54.24
146615	Abell Pest Control Inc.	Hyde Park Service	\$57.61
146615	Abell Pest Control Inc.	Adelaide Service	\$107.55
146620	ADAM GUENARD	Meal Allowance Claim	\$15.00
146621	All Seasons Maintenance & Landscaping	Parkhill Service	\$401.15
146622	Allied Medical Instruments Inc.	Medical Supplies	\$1,081.41
146622	Allied Medical Instruments Inc.	Medical Supplies	\$1,081.41
146622	Allied Medical Instruments Inc.	Medical Supplies	\$720.94
146622	Allied Medical Instruments Inc.	Medical Supplies	\$2,440.80
146622	Allied Medical Instruments Inc.	Medical Supplies	\$887.85
146622	Allied Medical Instruments Inc.	Medical Supplies	\$2,946.48
146628	Artcal Graphics and Printing Inc.	Service	\$2,853.25
146628	Artcal Graphics and Printing Inc.	Service	\$2,853.25

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Cheque Number	Vendor Name	Invoice Description	Amount
146628	Artcal Graphics and Printing Inc.	Service	\$2,966.25
146630	Andre Turbide	Meal Allowance Claim	\$15.00
146630	Andre Turbide	Meal Allowance Claim	\$15.00
146636	BERRN Consulting Ltd.	Equipment	\$1,108.29
146637	Canadian Linen & Uniform Serv	Adelaide Service	\$127.83
146637	Canadian Linen & Uniform Serv	Adelaide Service	\$127.83
146644	Checkers Cleaning Supply	Supplies	\$744.17
146644	Checkers Cleaning Supply	Supplies	\$596.14
146644	Checkers Cleaning Supply	Supplies	\$133.26
146648	Colorworks London North/Westman's Collision	Repairs	\$7,421.94
146649	Comfort Zone Services	Adelaide Service	\$420.86
146649	Comfort Zone Services	Byron Service	\$258.12
146650	Concept Controls Inc.	Supplies	\$492.68
146653	Crestline Coach Ltd.	Parts	\$995.60
146658	DEK Canada Inc	Supplies	\$1,542.45
146668	Edwards Door Systems Limited	Horizon Service	\$1,590.59
146668	Edwards Door Systems Limited	Waterloo Service	\$391.32
146668	Edwards Door Systems Limited	Adelaide Service	\$276.51
146668	Edwards Door Systems Limited	Adelaide Service	\$378.55
146668	Edwards Door Systems Limited	Dorchester Service	\$2,226.04
146669	Equipement Medical Rive Nord	Medical Supplies	\$720.58
146672	Ferno Canada Inc	Medical Supplies	\$4,500.56
146672	Ferno Canada Inc	Acetech	\$990.16
146672	Ferno Canada Inc	Parts	\$7,486.20
146672	Ferno Canada Inc	Supplies	\$6,125.47
146672	Ferno Canada Inc	Acetech	\$10,831.05
146672	Ferno Canada Inc	Acetech	\$1,943.60
146674	FireTech	Supplies	\$273.46
146677	GDI Services (Canada)	Adelaide Service	\$4,735.78
146677	GDI Services (Canada)	Services	\$11,367.80
146677	GDI Services (Canada)	Adelaide Service	\$988.75
146678	Gencare Services Limited	Adelaide Service	\$819.25
146684	Green SaniTech Inc.	Supplies	\$508.50
146684	Green SaniTech Inc.	Supplies	\$264.22
146694	Intersurgical Canada	Medical Supplies	\$2,011.40
146696	Jason Dehoey	Meal Allowance Claim	\$15.00
146696	Jason Dehoey	Meal Allowance Claim	\$15.00
146703	John Robson	Expense Claim	\$15.00
146703	John Robson	Expense Claim	\$15.00
146703	John Robson	Meal Allowance Claim	\$15.00
146709	Ketchum Manufacturing Ltd.	Supplies	\$115.60

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Cheque Number	Vendor Name	Invoice Description	Amount
146710	Kevlar Landscape & Construction	Lucan Service	\$832.84
146710	Kevlar Landscape & Construction	Lucan Service	\$832.84
146711	Keyline Industrial LTD	Medical Supplies	\$1,257.10
146712	Kaitlynn James	Expense Claim	\$15.00
146712	Kaitlynn James	Meal Allowance Claim	\$15.00
146714	Knighthunter	Services	\$63.28
146716	London Business Forms	Supplies	\$241.23
146716	London Business Forms	Supplies	\$958.41
146718	London Health Sciences Ctr	Purchase of Services	\$65,252.86
146718	London Health Sciences Ctr	Medications	\$32,927.18
146719	Little Beaver Variety	Fuel	\$2,194.33
146721	London Hospital Linen Service Inc.	Linen Processing	\$4,063.50
146721	London Hospital Linen Service Inc.	Linen Processing	\$4,277.14
146721	London Hospital Linen Service Inc.	Linen Processing	\$4,016.90
146722	London Mechanical Plumbing & Heating	Waterloo Service	\$359.96
146724	London Transit Commission	Bus Fuel	\$478.14
146727	Twp. of Lucan Biddulph	Lucan Service	\$266.90
146729	Mark`s Commercial	Uniforms	\$238.97
146732	McArthur Medical Sales Inc.	Medical Supplies	\$5,530.22
146732	McArthur Medical Sales Inc.	Medical Supplies	\$5,559.60
146735	Medical Mart	Medical Supplies	\$83.97
146745	MSJ Automotive Services Ltd.	Service	\$32,064.61
146745	MSJ Automotive Services Ltd.	Service	\$15,579.83
146749	Nasser Kaddoura	Meal Allowance Claim	\$15.00
146753	Orr Cleaners	Alterations	\$551.62
146757	Peter Moc	Meal Allowance Claim	\$15.00
146761	Purolator Inc.	Courier	\$40.76
146761	Purolator Inc.	Courier	\$5.09
146761	Purolator Inc.	Courier	\$14.85
146762	Ray's Electric Inc.	Lucan Service	\$203.51
146762	Ray's Electric Inc.	Komoka Service	\$161.14
146762	Ray's Electric Inc.	Adelaide Service	\$2,962.69
146762	Ray's Electric Inc.	Parkhill Service	\$245.89
146762	Ray's Electric Inc.	Lucan Service	\$1,002.85
146766	Robert Gordon	Meal Allowance Claim	\$15.00
146769	Ross' Services	Towing	\$322.05
146775	Shannon Doucet	Meal Allowance Claim	\$15.00
146775	Shannon Doucet	Meal Allowance Claim	\$15.00
146780	Southwest Middlesex	Glencoe Service	\$201.19
146785	Staples Advantage	Supplies	\$644.01
146790	Strathcraft Awards	Supplies	\$20.00

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Cheque Number	Vendor Name	Invoice Description	Amount
146790	Strathcraft Awards	Uniforms	\$32.82
146794	Stryker Canada ULC	Medical Supplies	\$1,356.00
146794	Stryker Canada ULC	Medical Supplies	\$779.70
146794	Stryker Canada ULC	Medical Supplies	\$875.98
146794	Stryker Canada ULC	Medical Supplies	\$802.44
146794	Stryker Canada ULC	Medical Supplies	\$802.44
146794	Stryker Canada ULC	Medical Supplies	\$904.79
146794	Stryker Canada ULC	Medical Supplies	\$1,695.28
146794	Stryker Canada ULC	Medical Supplies	\$339.06
146794	Stryker Canada ULC	Medical Supplies	\$2,259.10
146794	Stryker Canada ULC	Medical Supplies	\$1,694.32
146794	Stryker Canada ULC	Medical Supplies	\$66.44
146794	Stryker Canada ULC	Medical Supplies	\$4,518.19
146794	Stryker Canada ULC	Medical Supplies	\$282.39
146794	Stryker Canada ULC	Medical Supplies	\$104,884.11
146794	Stryker Canada ULC	Medical Supplies	\$1,708.56
146794	Stryker Canada ULC	Medical Supplies	\$5,930.13
146796	Sai Yang	Meal Allowance Claim	\$15.00
146797	Talbot Marketing	Uniforms	\$115.32
146797	Talbot Marketing	Uniforms	\$63.22
146797	Talbot Marketing	Uniforms	\$101.25
146797	Talbot Marketing	Uniforms	\$14.97
146797	Talbot Marketing	Uniforms	\$555.06
146797	Talbot Marketing	Uniforms	\$299.68
146797	Talbot Marketing	Uniforms	\$207.36
146797	Talbot Marketing	Uniforms	\$24.58
146797	Talbot Marketing	Uniforms	\$230.63
146797	Talbot Marketing	Uniforms	\$115.32
146797	Talbot Marketing	Uniforms	\$426.63
146800	Telus	Phone	\$210.48
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146807	Thames OK Tire & Auto Service	Service	\$891.21
146807	Thames OK Tire & Auto Service	Service	\$2,833.33
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146807	Thames OK Tire & Auto Service	Service	\$931.64
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Service	\$1,694.14
146807	Thames OK Tire & Auto Service	Tires	\$1,363.79
146807	Thames OK Tire & Auto Service	Service	\$249.73
146807	Thames OK Tire & Auto Service	Tires	\$1,363.79
146807	Thames OK Tire & Auto Service	Service	\$14.86

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Cheque Number	Vendor Name	Invoice Description	Amount
146807	Thames OK Tire & Auto Service	Service	\$37.28
146807	Thames OK Tire & Auto Service	Service	\$62.13
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146807	Thames OK Tire & Auto Service	Service	\$584.04
146807	Thames OK Tire & Auto Service	Service	\$74.50
146807	Thames OK Tire & Auto Service	Service	\$330.90
146807	Thames OK Tire & Auto Service	Service	\$675.65
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Tires	\$1,357.24
146807	Thames OK Tire & Auto Service	Preventative Maint.	\$377.21
146807	Thames OK Tire & Auto Service	Service	\$634.62
146807	Thames OK Tire & Auto Service	Tires	\$1,357.24
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Service	\$741.85
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146807	Thames OK Tire & Auto Service	Service	\$186.36
146807	Thames OK Tire & Auto Service	Service	\$530.49
146807	Thames OK Tire & Auto Service	Service	\$374.27
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
146807	Thames OK Tire & Auto Service	Service	\$49.66
146807	Thames OK Tire & Auto Service	Service	\$62.13
146807	Thames OK Tire & Auto Service	Preventative Maintenance	\$365.47
146813	Uline Canada Corporation	PPE	\$2,696.53
146813	Uline Canada Corporation	Supplies	\$113.78
146813	Uline Canada Corporation	PPE	\$370.64
146813	Uline Canada Corporation	PPE	\$902.93
146813	Uline Canada Corporation	Supplies	\$270.77
146816	Village Catering	Meals	\$2,942.52
146820	Waddick Fuels	Fuel	\$2,328.20
146829	Work Authority	Uniforms	\$300.00
146829	Work Authority	Uniforms	\$761.02
146829	Work Authority	Uniforms	\$780.22
146829	Work Authority	Uniforms	\$300.00
146836	Abell Pest Control Inc.	Waterloo Service	\$56.50
146837	Absolute Destruction & Recycling Corp.	Shredding Services	\$180.80
146842	Andrea Flaherty	Meal Allowance Claim	\$15.00
146843	Allied Medical Instruments Inc.	Medical Supplies	\$818.77
146843	Allied Medical Instruments Inc.	Medical Supplies	\$8,244.86

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Cheque Number	Vendor Name	Invoice Description	Amount
146864	Canadian Linen & Uniform Serv	Adelaide Service	\$133.43
146864	Canadian Linen & Uniform Serv	Adelaide Service	\$127.83
146870	Checkers Cleaning Supply	Supplies	\$534.58
146870	Checkers Cleaning Supply	Supplies	\$426.17
146870	Checkers Cleaning Supply	Supplies	\$363.91
146870	Checkers Cleaning Supply	Supplies	\$363.91
146870	Checkers Cleaning Supply	Supplies	\$426.17
146870	Checkers Cleaning Supply	Supplies	\$658.36
146870	Checkers Cleaning Supply	Supplies	\$658.36
146870	Checkers Cleaning Supply	Supplies	\$939.48
146870	Checkers Cleaning Supply	Supplies	\$363.91
146870	Checkers Cleaning Supply	Supplies	\$426.17
146870	Checkers Cleaning Supply	Supplies	\$534.58
146870	Checkers Cleaning Supply	Supplies	\$2,455.56
146870	Checkers Cleaning Supply	Supplies	\$801.15
146870	Checkers Cleaning Supply	Supplies	\$142.79
146874	Concept Controls Inc.	Maintenance	\$1,788.79
146883	Doxtator Property Maintenance	Komoka Service	\$423.75
146886	Eastlink	Internet	\$128.77
146905	HMMS	Medical Supplies	\$10,952.80
146908	Interdev Technologies Inc.	Platinum Service	\$11,155.47
146915	Keyline Industrial LTD	PPE	\$3,021.45
146928	London Hospital Linen Service Inc.	Linen replacement	\$18,794.44
146934	Michael Bellamy	Meal Allowance Claim	\$15.00
146935	McArthur Medical Sales Inc.	Medical Supplies	\$9,133.86
146939	Medline Canada Corp.	Medical Supplies	\$55.98
146961	Purolator Inc.	Courier	\$25.13
146963	Quadro Communications Co-Operative Inc.	Internet	\$146.97
146966	Ross' Services	Towing	\$322.05
146966	Ross' Services	Towing	\$214.70
146966	Ross' Services	Towing	\$237.30
146970	Sean Brennan	Meal Allowance Claim	\$15.00
146979	Staples Advantage	Supplies	\$299.35
146979	Staples Advantage	Office Supplies	\$360.34
146983	Stryker Canada ULC	Fees	\$32,108.41
146984	Stryker Canada ULC	Medical Supplies	\$1,993.32
146984	Stryker Canada ULC	Medical Supplies	\$1,722.80
146984	Stryker Canada ULC	Medical Supplies	\$282.39
146984	Stryker Canada ULC	Medical Supplies	\$571.78
146984	Stryker Canada ULC	Medical Supplies	\$2,785.45
146984	Stryker Canada ULC	Medical Supplies	\$478.33

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Cheque Number	Vendor Name	Invoice Description	Amount
146987	Talbot Marketing	Uniforms	\$1,545.11
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$1,290.09
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
146997	Thames OK Tire & Auto Service	Service	\$998.28
146997	Thames OK Tire & Auto Service	Service	\$84.13
146997	Thames OK Tire & Auto Service	Parts	\$124.24
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
146997	Thames OK Tire & Auto Service	Service	\$484.16
146997	Thames OK Tire & Auto Service	Service	\$95.43
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
146997	Thames OK Tire & Auto Service	Service	\$249.73
146997	Thames OK Tire & Auto Service	Service	\$124.24
146997	Thames OK Tire & Auto Service	Service	\$124.24
146997	Thames OK Tire & Auto Service	Part	\$59.82
146997	Thames OK Tire & Auto Service	Service	\$124.24
146997	Thames OK Tire & Auto Service	Service	\$124.24
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$904.08
146997	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
146997	Thames OK Tire & Auto Service	Service	\$249.73
147002	Trudell Healthcare Solutions Inc	Medical Supplies	\$2,892.80
147004	Uline Canada Corporation	Supplies	\$365.45
147004	Uline Canada Corporation	Supplies	\$1,634.67
147006	Verdant	Adelaide Service	\$2,211.41
147006	Verdant	Dorchester Service	\$504.26
147006	Verdant	Trafalgar Service	\$623.82
147006	Verdant	Trossacks Service	\$355.95
146846	Ambrose Plumbing & Heating Ltd	Byron Service	\$168.82
146857	BERRN Consulting Ltd.	Supplies	\$3,356.10
146875	Connect Care	Supplies	\$480.00
146882	Doug's Snowplowing & Sanding	Waterloo Service	\$632.80
146882	Doug's Snowplowing & Sanding	Horizon Service	\$740.15
146883	Doxtator Property Maintenance	Byron Service	\$395.50
146887	Edwards Door Systems Limited	Adelaide Service	\$338.55
146897	Ferno Canada Inc	Maintenance	\$11,920.49
146898	Future Health Services Inc	Services	\$8,068.20
146933	Marianne Love Consulting Services Inc.	Professional Fees	\$3,051.00
146933	Marianne Love Consulting Services Inc.	Professional Fees	\$2,712.00
146939	Medline Canada Corp.	Medical Supplies	\$2,458.89
146964	Ricoh Canada Inc.	Copiers	\$1,010.24
146964	Ricoh Canada Inc.	Copiers	\$202.04
146966	Ross' Services	Towing	\$214.70

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Cheque Number	Vendor Name	Invoice Description	Amount
146984	Stryker Canada ULC	Medical Supplies	\$987.62
146990	Teleflex Medical Canada Inc.	Medical Supplies	\$1,864.50
146990	Teleflex Medical Canada Inc.	Medical Supplies	\$1,864.50
146996	Municipality of Thames Centre	Dorchester Service	\$185.79
147010	VITALAIRE	Oxygen	\$93.59
147010	VITALAIRE	Oxygen	\$560.43
147010	VITALAIRE	Oxygen	\$80.22
147010	VITALAIRE	Oxygen	\$59.61
147010	VITALAIRE	Oxygen	\$2,141.02
147010	VITALAIRE	Oxygen	\$223.96
147011	Waste Connections of Canada Inc.	Waste Removal	\$1,613.73
147018	Work Authority	Uniforms	\$441.80
147020	WSIB	Schedule 2	\$14,524.18
147020	WSIB	Schedule 2	\$13,285.96
147020	WSIB	Schedule 2	\$27,816.37
147020	WSIB	Physician Fees	\$16,484.09
147022	Yurek Specialties	Medical Supplies	\$37.68
147022	Yurek Specialties	Medical supplies	\$58.99
147022	Yurek Specialties	Medical Supplies	\$247.54
147096	Jason Dehoey	Meal Allowance Claim	\$15.00
147025	Abell Pest Control Inc.	Komoka Service	\$54.24
147029	Allied Medical Instruments Inc.	Medical Supplies	\$5,780.24
147029	Allied Medical Instruments Inc.	Medical Supplies	\$26.78
147029	Allied Medical Instruments Inc.	Medical Supplies	\$1,619.04
147029	Allied Medical Instruments Inc.	Medical Supplies	\$54.19
147029	Allied Medical Instruments Inc.	Medical Supplies	\$795.87
147029	Allied Medical Instruments Inc.	Medical Supplies	\$1,796.70
147029	Allied Medical Instruments Inc.	Medical Supplies	\$93.61
147034	London South APC	Supplies	\$422.21
147034	London South APC	Supplies	\$530.60
147045	Canadian Linen & Uniform Serv	Adelaide Service	\$127.83
147047	Canadian Safety Equipment Inc.	Uniforms	\$20,429.04
147055	Checkers Cleaning Supply	Supplies	\$281.96
147055	Checkers Cleaning Supply	Supplies	\$214.18
147055	Checkers Cleaning Supply	Supplies	\$428.07
147055	Checkers Cleaning Supply	Supplies	\$142.79
147061	Crestline Coach Ltd.	Parts	\$1,203.43
147070	Edwards Door Systems Limited	Adelaide Service	\$348.94
147070	Edwards Door Systems Limited	Trafalgar Service	\$216.62
147070	Edwards Door Systems Limited	Waterloo Service	\$1,330.32
147072	Equipement Medical Rive Nord	Medical Supplies	\$458.78

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Cheque Number	Vendor Name	Invoice Description	Amount
147079	Ferno Canada Inc	Medical Supplies	\$308.08
147079	Ferno Canada Inc	Repairs	\$97.54
147079	Ferno Canada Inc	Medical Supplies	\$1,040.28
147079	Ferno Canada Inc	Medical Supplies	\$10,931.62
147079	Ferno Canada Inc	Medical Supplies	\$5,621.98
147084	Green SaniTech Inc.	Supplies	\$734.50
147100	Keyline Industrial LTD	PPE	\$4,521.45
147107	London Business Forms	Supplies	\$98.06
147110	LifeWorks (Canada) Ltd	Fees	\$26.92
147115	London Fire Equipment Ltd.	Supplies	\$1,561.66
147116	London Hospital Linen Service Inc.	Linen Processing	\$4,699.02
147137	Pardy Contracting	Waterloo Service	\$1,760.54
147146	Purolator Inc.	Courier	\$10.18
147149	Randi H. Abramsky	Legal fees	\$1,017.00
147150	Ray's Electric Inc.	Parkhill service	\$317.30
147150	Ray's Electric Inc.	Waterloo Service	\$246.00
147150	Ray's Electric Inc.	Hyde Park Service	\$145.26
147150	Ray's Electric Inc.	Dorchester Service	\$228.26
147150	Ray's Electric Inc.	Byron Service	\$127.13
147150	Ray's Electric Inc.	Glencoe Service	\$241.20
147150	Ray's Electric Inc.	Waterloo Service	\$372.79
147150	Ray's Electric Inc.	Horizon service	\$127.13
147151	Reliance Home Comfort	Glencoe Service	\$102.14
147152	Ross' Services	Towing	\$79.10
147160	Staples Advantage	Supplies	\$25.02
147160	Staples Advantage	Supplies	\$89.29
147161	Stericycle, ULC	Clinical services	\$933.11
147167	Stryker Canada ULC	Medical Supplies	\$1,819.30
147167	Stryker Canada ULC	Medical Supplies	\$1,663.59
147167	Stryker Canada ULC	Medical Supplies	\$831.79
147167	Stryker Canada ULC	Medical Supplies	\$1,392.73
147170	Talbot Marketing	Uniforms	\$338.21
147175	Thames OK Tire & Auto Service	Service	\$1,693.98
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$980.29
147175	Thames OK Tire & Auto Service	Service	\$602.43
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147175	Thames OK Tire & Auto Service	Service	\$640.55
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147175	Thames OK Tire & Auto Service	Service	\$1,694.97
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24

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Cheque Number	Vendor Name	Invoice Description	Amount
147175	Thames OK Tire & Auto Service	Service	\$249.73
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$591.61
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
147175	Thames OK Tire & Auto Service	Service	\$51.99
147175	Thames OK Tire & Auto Service	Service	\$118.89
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
147175	Thames OK Tire & Auto Service	Service	\$138.57
147175	Thames OK Tire & Auto Service	Service	\$191.87
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147175	Thames OK Tire & Auto Service	Service	\$1,307.46
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$348.72
147175	Thames OK Tire & Auto Service	Service	\$373.39
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147175	Thames OK Tire & Auto Service	Service	\$124.24
147175	Thames OK Tire & Auto Service	Service	\$360.78
147175	Thames OK Tire & Auto Service	Service	\$124.24
147175	Thames OK Tire & Auto Service	Service	\$323.39
147175	Thames OK Tire & Auto Service	Service	\$1,143.89
147175	Thames OK Tire & Auto Service	Service	\$997.34
147175	Thames OK Tire & Auto Service	Service	\$377.37
147175	Thames OK Tire & Auto Service	Service	\$62.13
147175	Thames OK Tire & Auto Service	Service	\$1,694.82
147175	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147182	Uline Canada Corporation	Supplies	\$3,216.52
147182	Uline Canada Corporation	Supplies	\$98.15
147182	Uline Canada Corporation	Supplies	\$1,185.69
147189	Work Authority	Uniforms	\$520.90
147190	WSIB	Schedule 2	\$13,204.42
147190	WSIB	Schedule 2	\$12,303.94
147023	2506857 Ontario Inc	Adelaide Service	\$3,390.00
147025	Abell Pest Control Inc.	Dorchester service	\$56.50
147041	BERRN Consulting Ltd.	Equipment	\$960.50
147041	BERRN Consulting Ltd.	Equipment	\$2,037.13
147057	Treasurer, City of London	Fuel	\$3,657.32
147057	Treasurer, City of London	Fuel	\$71,233.95
147060	Colorworks London North/Westman's Collision	Repairs	\$4,251.61
147060	Colorworks London North/Westman's Collision	Repairs	\$6,648.61
147067	Dr. Daniel Pepe	Professional Services	\$2,689.17
147067	Dr. Daniel Pepe	Professional Services	\$2,689.17

MLPS Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147067	Dr. Daniel Pepe	Professional Services	\$3,422.58
147073	EMS Technology Solutions,LLC	Software	\$312.50
147080	Gencare Services Limited	Preventative Maintenance	\$1,180.85
147094	Intersurgical Canada	Medical Supplies	\$3,322.20
147094	Intersurgical Canada	Medical Supplies	\$1,423.80
147096	Jason Dehoey	Meal Allowance Claim	\$15.00
147096	Jason Dehoey	Meal Allowance Claim	\$15.00
147112	Little Beaver Variety	Fuel	\$2,233.70
147117	London's Flooring Canada	Adelaide services	\$3,937.09
147131	Municipality of Middlesex Centre	Komoka Service	\$117.29
147136	Operational Research in Health Limited	Consulting Fees	\$63,280.00
147160	Staples Advantage	Supplies	\$742.05
147044	Southside Group	Byron Rent Feb	\$8,707.58
147081	Gilpin Holdings Inc.	Glencoe Rent Feb	\$3,507.77
147089	ESAM Construction Limited	Horizon Rent Feb	\$9,113.68
147103	Norquay Developments Ltd. aka Southmoor Deve	Komoka Rent Feb	\$4,202.73
147121	The Corporation of the Township of Lucan Bid	Lucan Rent Feb	\$2,319.41
147138	2425021 Ontario Inc.	Parkhill Rent Feb	\$1,798.21
147181	John Brotzel	Trossacks Rent Feb	\$2,066.39
147186	354039 Ontario Ltd.	Waterloo Rent Feb	\$12,533.34
147193	Abell Pest Control Inc.	Hyde Park Service	\$57.61
147195	Andrea Flaherty	Meal Allowance Claim	\$15.00
147195	Andrea Flaherty	Meal allowance claim	\$15.00
147196	Allied Medical Instruments Inc.	Medical supplies	\$269.82
147196	Allied Medical Instruments Inc.	Medical Supplies	\$157.33
147204	Andre Turbide	Meal Allowance Claim	\$15.00
147209	Canadian Linen & Uniform Serv	Adelaide Service	\$127.83
147214	Checkers Cleaning Supply	Supplies	\$266.57
147214	Checkers Cleaning Supply	Supplies	\$208.88
147214	Checkers Cleaning Supply	Supplies	\$71.17
147214	Checkers Cleaning Supply	Supplies	\$109.15
147214	Checkers Cleaning Supply	Supplies	\$1,664.76
147216	Colorworks London North/Westman's Collision	Repairs	\$4,311.37
147218	Concept Controls Inc.	PPE	\$316.40
147221	Crestline Coach Ltd.	Parts	\$1,729.96
147221	Crestline Coach Ltd.	Parts	\$893.55
147221	Crestline Coach Ltd.	Parts	\$83.97
147221	Crestline Coach Ltd.	Parts	\$47.84
147221	Crestline Coach Ltd.	Parts	\$641.67
147224	DEK Canada Inc	Supplies	\$1,087.06
147229	Edwards Door Systems Limited	Trossacks Service	\$1,898.06

MLPS Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147232	MUNICIPALITY OF STRATHROY-CARADOC	Strathroy Lease	\$122,417.42
147241	Express Elevators & Lifts	Adelaide Service	\$3,028.40
147243	GDI Services (Canada)	Adelaide Service	\$4,925.83
147257	London Business Forms	Supplies	\$176.21
147257	London Business Forms	Supplies	\$580.26
147263	Michael Bellamy	Meal allowance claim	\$15.00
147268	Medline Canada Corp.	Medical Supplies	\$394.37
147268	Medline Canada Corp.	Medical Supplies	\$236.96
147268	Medline Canada Corp.	Medical Supplies	\$2,085.22
147273	OE Canada Inc. Digital Office Solutions	Copier	\$197.85
147280	Purolator Inc.	Courier	\$20.24
147282	Randi H. Abramsky	Legal fees	\$1,017.00
147283	Ray's Electric Inc.	Adelaide service	\$373.22
147284	Robert Gordon	Meal allowance claim	\$15.00
147287	Ross' Services	Towing	\$214.70
147287	Ross' Services	Towing	\$79.10
147287	Ross' Services	Towing	\$214.70
147287	Ross' Services	Towing	\$141.25
147296	Staples Advantage	Supplies	\$115.20
147296	Staples Advantage	Supplies	\$16.37
147296	Staples Advantage	Supplies	\$14.17
147296	Staples Advantage	Supplies	\$180.71
147298	Strathcraft Awards	Uniforms	\$14.52
147300	Stryker Canada ULC	Medical Supplies	\$5,282.75
147300	Stryker Canada ULC	Medical Supplies	\$847.16
147300	Stryker Canada ULC	Medical Supplies	\$1,712.52
147302	Sai Yang	Meal allowance claim	\$15.00
147302	Sai Yang	Meal allowance claim	\$15.00
147303	Talbot Marketing	Uniforms	\$6,505.75
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147309	Thames OK Tire & Auto Service	Service	\$1,555.64
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147309	Thames OK Tire & Auto Service	Service	\$208.89
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147309	Thames OK Tire & Auto Service	Service	\$1,556.50
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$923.53
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Service	\$683.55
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
147309	Thames OK Tire & Auto Service	Service	\$451.02

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Cheque Number	Vendor Name	Invoice Description	Amount
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
147309	Thames OK Tire & Auto Service	Service	\$383.16
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Service	\$1,042.38
147309	Thames OK Tire & Auto Service	Service	\$84.65
147309	Thames OK Tire & Auto Service	Service	\$411.59
147309	Thames OK Tire & Auto Service	Service	\$249.73
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Service	\$953.17
147309	Thames OK Tire & Auto Service	Service	\$821.68
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Service	\$502.26
147309	Thames OK Tire & Auto Service	Preventative Maintenance	\$352.66
147309	Thames OK Tire & Auto Service	Service	\$383.16
147313	Uline Canada Corporation	Supplies	\$409.01
147317	Waste Management of Canada	Waste Removal	\$1,462.45
147318	Windsor Factory Supply Ltd.	Supplies	\$310.37
147248	Hicks Morley Hamilton Stewart Storie LLP	Legal fees	\$3,788.44
147248	Hicks Morley Hamilton Stewart Storie LLP	Legal fees	\$3,479.84
147252	Keyline Industrial LTD	PPE	\$3,018.03
147296	Staples Advantage	Supplies	\$53.78
147296	Staples Advantage	Supplies	\$574.24
147296	Staples Advantage	Supplies	\$90.31
147296	Staples Advantage	Supplies	\$23.72
			\$1,513,624.95

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Cheque Number	Vendor Name	Invoice Description	Amount
146754	Oxford Dodge Chrysler	Parts	\$31.60
146723	London Police Service	CERB 2022	\$16,060.00
146611	A. & M. Truck Parts Limited	Parts	\$520.81
146611	A. & M. Truck Parts Limited	Parts	\$495.14
146611	A. & M. Truck Parts Limited	Parts	\$30.49
146618	Ace Country & Garden	Parts	\$703.43
146618	Ace Country & Garden	Parts	\$1,406.85
146618	Ace Country & Garden	Parts	\$703.43
146626	Applied Industrial Technologies	Parts	\$56.71
146626	Applied Industrial Technologies	Parts	\$79.46
146631	Atwood Resources Inc	Supplies	\$113.00
146631	Atwood Resources Inc	Supplies	\$113.00
146634	Bert DeSmit	Supplies	\$114.68
146639	Carquest Auto Parts	Parts	\$116.28
146640	Carrier Truck Centre	Parts	\$56.30
146646	Cintas Canada Ltd.	Laundry	\$84.96
146654	Culligan Water	Service	\$236.17
146663	Dorchester Home Hardware	Supplies	\$64.68
146667	Easy Way	Supplies	\$189.80
146667	Easy Way	Supplies	\$189.80
146681	Glass Canada Limited	Parts	\$84.75
146681	Glass Canada Limited	Parts	\$85.32
146682	GoGPS	Parts	\$358.24
146686	Guillevin International	Supplies	\$72.89
146686	Guillevin International	Parts	\$406.69
146686	Guillevin International	Parts	\$88.07
146686	Guillevin International	Parts	\$108.34
146687	Hamisco Industrial Sales Inc.	Supplies	\$135.60
146688	Hardy Service	Parts	\$774.91
146689	High Gear Auto Repair Inc.	Service	\$205.65
146689	High Gear Auto Repair Inc.	Service	\$1,668.34
146689	High Gear Auto Repair Inc.	Service	\$113.00
146689	High Gear Auto Repair Inc.	Service	\$665.06
146690	Hose Technology Incorporated	Parts	\$98.63
146690	Hose Technology Incorporated	Parts	\$93.42
146691	Hurex	Parts	\$79.10
146697	John Elston	Expense Claim	\$3,423.63
146697	John Elston	Expense Claim	\$2,369.26
146701	Johnson's Sanitation Service	Rental	\$180.80
146702	Johnston Bros. (Bothwell) Ltd.	Supplies	\$5,219.43
146702	Johnston Bros. (Bothwell) Ltd.	Supplies	\$643.02
146704	Jason Vojin	Expense Claim	\$128.20

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Cheque Number	Vendor Name	Invoice Description	Amount
146707	Kardtech Inc.	Parts	\$207.13
146715	Krown Rust Control Centre	Service	\$1,130.00
146715	Krown Rust Control Centre	Service	\$621.44
146720	London Automatic Door Ltd.	Maintenance	\$452.00
146720	London Automatic Door Ltd.	Service	\$1,389.90
146725	London Factory Supply & Equip	Parts	\$84.07
146733	McLean Taylor Construction Ltd	M-G-21	\$124,218.33
146734	McRobert Fuel Limited	Supplies	\$356.12
146741	Mark O`Neil	Supplies	\$271.19
146744	MRC Systems Inc	Service	\$130.80
146744	MRC Systems Inc	Repairs	\$1,300.91
146744	MRC Systems Inc	Repairs	\$2,965.46
146744	MRC Systems Inc	Repairs	\$2,965.46
146759	Pryde Industrial Inc.	Parts	\$68.87
146767	Ryan Hillinger	Expense Claim	\$553.87
146770	Ryan Thompson	Supplies	\$169.44
146773	S&B SERVICES LTD	Parts	\$176.28
146776	Sewer Technologies Inc	Parts	\$29,775.50
146778	Scott Jones	Supplies	\$25.85
146780	Southwest Middlesex	Utilities	\$109.57
146782	Scott Rochon	Supplies	\$135.59
146783	Stantec Consulting Ltd.	Project 165001208	\$20,864.81
146788	Stratford Farm Equipment	Parts	\$262.61
146789	London Tire Sales Ltd.	Supplies	\$95.49
146795	Suncor Energy Products Inc	Supplies	\$1,820.42
146795	Suncor Energy Products Inc	Supplies	\$2,349.77
146795	Suncor Energy Products Inc	Supplies	\$754.13
146795	Suncor Energy Products Inc	Supplies	\$3,753.73
146798	Team Truck Centre	Parts	\$96.46
146798	Team Truck Centre	Parts	\$429.67
146798	Team Truck Centre	Parts	\$343.81
146809	Thorndale Ace Hardware	Supplies	\$129.16
146812	UAP Inc.	Parts	\$272.74
146812	UAP Inc.	Parts	\$182.22
146812	UAP Inc.	Parts	\$60.44
146812	UAP Inc.	Parts	\$126.06
146812	UAP Inc.	Parts	\$553.84
146812	UAP Inc.	Parts	\$124.67
146813	Uline Canada Corporation	Parts	\$731.79
146817	Vision Truck Group	Supplies	\$83.10
146826	Wayne Myers	Supplies	\$335.04
146854	Bell Canada-Special Billing	Telephone	\$183.78

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Cheque Number	Vendor Name	Invoice Description	Amount
146956	Flandscape	Flandscape M531-21	\$500.00
147017	K+S Windsor Salt Ltd.	Supplies	\$6,540.07
147017	K+S Windsor Salt Ltd.	Supplies	\$5,876.10
147017	K+S Windsor Salt Ltd.	Supplies	\$2,872.97
147017	K+S Windsor Salt Ltd.	Supplies	\$3,368.13
146947	MTE Ontario Land Surveyors Ltd.	Professional Services	\$14,125.00
146834	A & B Rental Centre	Parts	\$50.85
146835	A. & M. Truck Parts Limited	Supplies	\$17.03
146850	APC - Oxford St.	Supplies	\$217.36
146851	Applied Industrial Technologies	Supplies	\$11.27
146851	Applied Industrial Technologies	Supplies	\$23.15
146851	Applied Industrial Technologies	Supplies	\$9.04
146853	Atwood Resources Inc	Service	\$113.00
146853	Atwood Resources Inc	Service	\$113.00
146853	Atwood Resources Inc	Service	\$113.00
146861	Brander Steel Industries (1991) Ltd.	Parts	\$238.20
146866	Carquest Auto Parts	Parts	\$160.92
146866	Carquest Auto Parts	Parts	\$25.81
146866	Carquest Auto Parts	Parts	\$31.91
146870	Checkers Cleaning Supply	Supplies	\$44.62
146870	Checkers Cleaning Supply	Supplies	\$83.61
146870	Checkers Cleaning Supply	Supplies	\$138.55
146871	Cintas Canada Ltd.	Supplies	\$90.97
146871	Cintas Canada Ltd.	Supplies	\$92.67
146872	CN Non-Freight	Maintenance	\$5,817.00
146876	Continental Tire Canada Inc.	Parts	\$2,172.86
146881	Dorchester Home Hardware	Parts	\$58.75
146899	Gary Falconer Transport	Supplies	\$32,939.50
146899	Gary Falconer Transport	Supplies	\$3,390.00
146899	Gary Falconer Transport	Supplies	\$18,009.38
146899	Gary Falconer Transport	Supplies	\$452.00
146899	Gary Falconer Transport	Service	\$21,724.25
146899	Gary Falconer Transport	Supplies	\$4,520.00
146901	Guild Electric Ltd	Services	\$25,445.78
146903	Harry's Spring Service Ltd.	Parts	\$687.16
146911	Jamie Cornish	Supplies	\$225.00
146913	Jim Milligan	Supplies	\$225.00
146920	Langford Lumber & Building Sup	Supplies	\$138.83
146920	Langford Lumber & Building Sup	Supplies	\$12.42
146924	Lind Lumber Ltd.	Supplies	\$105.12
146927	London Automatic Door Ltd.	Service	\$372.90
146929	London Pest Control Ltd.	Service	\$1,084.80

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Cheque Number	Vendor Name	Invoice Description	Amount
146932	Marbolt	Parts	\$8.81
146936	McNaughton Family Shopping Centre	Supplies	\$542.35
146936	McNaughton Family Shopping Centre	Parts	\$1,218.14
146936	McNaughton Family Shopping Centre	Parts	\$9,158.65
146936	McNaughton Family Shopping Centre	Supplies	\$4,457.47
146937	McRobert Fuel Limited	Fuel	\$461.70
146937	McRobert Fuel Limited	Fuel	\$329.02
146941	Mitchell's HBC	Supplies	\$38.75
146944	Mobil Services Inc.	Supplies	\$310.75
146945	Monarch Rebuilding Inc.	Supplies	\$315.05
146953	Ontario One Call	Services	\$208.08
146955	Oxford Dodge Chrysler	Supplies	\$95.32
146958	Paul Fletcher	Supplies	\$225.00
146965	Robert Nott	Expense claim	\$4,047.47
146967	Rick Tweddle	Expense claim	\$40.00
146968	S&B SERVICES LTD	Supplies	\$249.79
146975	Southwest Middlesex	Utilities	\$67.40
146978	Stantec Consulting Ltd.	Services	\$7,184.54
146981	Stratford Farm Equipment	Parts	\$967.80
146982	STRATHROY HHBC	Supplies	\$19.75
146982	STRATHROY HHBC	Parts	\$55.89
146982	STRATHROY HHBC	Supplies	\$27.19
146985	Summit Tree Service	Rental	\$339.00
146985	Summit Tree Service	Service	\$565.00
146986	Suncor Energy Products Inc	Fuel	\$3,415.88
146986	Suncor Energy Products Inc	Fuel	\$2,510.15
146986	Suncor Energy Products Inc	Fuel	\$1,935.63
146986	Suncor Energy Products Inc	Fuel	\$2,049.67
146986	Suncor Energy Products Inc	Fuel	\$3,156.07
146986	Suncor Energy Products Inc	Fuel	\$3,045.26
146986	Suncor Energy Products Inc	Fuel	\$671.62
146986	Suncor Energy Products Inc	Fuel	\$5,349.85
146989	Team Truck Centre	Service	\$594.00
146989	Team Truck Centre	Supplies	\$45.20
146989	Team Truck Centre	Parts	\$280.51
146989	Team Truck Centre	Parts	\$134.10
146989	Team Truck Centre	Parts	\$41.90
146989	Team Truck Centre	Parts	\$460.67
146998	Toromont Industries Ltd.	Parts	\$81.28
146998	Toromont Industries Ltd.	Parts	\$337.61
147000	UAP Inc.	Supplies	\$152.46
147000	UAP Inc.	Supplies	\$20.23

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Cheque Number	Vendor Name	Invoice Description	Amount
147000	UAP Inc.	Parts	\$62.65
147000	UAP Inc.	Parts	\$62.15
147000	UAP Inc.	Parts	\$360.56
147001	Trillium Municipal Supply Inc.	Supplies	\$1,086.31
147008	Viking Cives Limited	Parts	\$326.85
147008	Viking Cives Limited	Parts	\$37.24
147008	Viking Cives Limited	Supplies	\$2,027.11
147009	Vision Truck Group	Parts	\$373.47
147016	White`s Wearparts Ltd.	Parts	\$5,277.10
147017	K+S Windsor Salt Ltd.	Supplies	\$3,134.53
147017	K+S Windsor Salt Ltd.	Supplies	\$5,847.34
147017	K+S Windsor Salt Ltd.	Supplies	\$3,134.54
147017	K+S Windsor Salt Ltd.	Supplies	\$3,154.65
147017	K+S Windsor Salt Ltd.	Supplies	\$5,817.17
147017	K+S Windsor Salt Ltd.	Supplies	\$9,149.34
147017	K+S Windsor Salt Ltd.	Supplies	\$2,990.13
147017	K+S Windsor Salt Ltd.	Supplies	\$3,213.58
147017	K+S Windsor Salt Ltd.	Supplies	\$3,349.44
147017	K+S Windsor Salt Ltd.	Supplies	\$6,665.78
147017	K+S Windsor Salt Ltd.	Supplies	\$3,304.85
147017	K+S Windsor Salt Ltd.	Supplies	\$3,094.29
147017	K+S Windsor Salt Ltd.	Supplies	\$6,793.71
147017	K+S Windsor Salt Ltd.	Supplies	\$3,123.05
147017	K+S Windsor Salt Ltd.	Supplies	\$6,460.29
147017	K+S Windsor Salt Ltd.	Supplies	\$2,998.77
147017	K+S Windsor Salt Ltd.	Supplies	\$6,346.79
147017	K+S Windsor Salt Ltd.	Supplies	\$6,198.65
147017	K+S Windsor Salt Ltd.	Supplies	\$6,108.90
147017	K+S Windsor Salt Ltd.	Supplies	\$2,915.35
147017	K+S Windsor Salt Ltd.	Supplies	\$3,083.52
147017	K+S Windsor Salt Ltd.	Supplies	\$11,778.66
147017	K+S Windsor Salt Ltd.	Supplies	\$12,630.28
147024	A. & M. Truck Parts Limited	Parts	\$530.25
147024	A. & M. Truck Parts Limited	Parts	\$31.39
147024	A. & M. Truck Parts Limited	Parts	\$87.80
147036	Applied Industrial Technologies	Supplies	\$27.87
147036	Applied Industrial Technologies	Parts	\$113.43
147039	Bell Canada	Cell Phones	\$103.52
147049	Carquest	Parts	\$59.21
147049	Carquest	Parts	\$13.55
147049	Carquest	Parts	\$27.10
147049	Carquest	Parts	\$27.30

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Cheque Number	Vendor Name	Invoice Description	Amount
147049	Carquest	Parts	\$46.62
147050	Carrier Truck Centre	Parts	\$45.90
147051	9104941 Canada Inc	Supplies	\$831.51
147056	Cintas Canada Ltd.	Supplies	\$92.67
147062	C.U.P.E. Local 2018	Union Dues	\$1,675.00
147068	Easy Way	Supplies	\$2,709.94
147078	Fastenal Canada, Ltd.	Parts	\$155.83
147078	Fastenal Canada, Ltd.	Parts	\$173.95
147078	Fastenal Canada, Ltd.	Parts	\$57.43
147078	Fastenal Canada, Ltd.	Parts	\$35.92
147078	Fastenal Canada, Ltd.	Parts	\$1.93
147078	Fastenal Canada, Ltd.	Parts	\$747.56
147082	GoGPS	Monthly Service	\$1,289.49
147085	Guillevin International	Supplies	\$587.60
147087	Hardy Service	Parts	\$54.75
147091	Hurex	Parts	\$36.16
147098	Johnson's Sanitation Service	Rental	\$180.80
147114	London Drive Systems	Parts	\$140.12
147114	London Drive Systems	Parts	\$33.34
147118	London Tire Sales	Service	\$180.80
147127	McRobert Fuel Limited	Fuel	\$1,759.33
147132	Monarch Rebuilding Inc.	Supplies	\$791.00
147140	Jordan Nieman	Permit refund	\$2,500.00
147143	Pryde Industrial Inc.	Parts	\$219.22
147143	Pryde Industrial Inc.	Supplies	\$55.37
147154	S&B SERVICES LTD	Supplies	\$352.84
147154	S&B SERVICES LTD	Parts	\$429.03
147164	STRATHROY HHBC	Parts	\$129.94
147168	Suncor Energy Products Inc	Fuel	\$8,075.70
147168	Suncor Energy Products Inc	Fuel	\$6,843.97
147168	Suncor Energy Products Inc	Fuel	\$6,787.35
147168	Suncor Energy Products Inc	Fuel	\$7,834.18
147168	Suncor Energy Products Inc	Fuel	\$818.47
147168	Suncor Energy Products Inc	Fuel	\$743.96
147169	Walter Tadgell & Sons Limited	Parts	\$156.57
147171	Team Truck Centre	Parts	\$55.96
147171	Team Truck Centre	Parts	\$161.70
147171	Team Truck Centre	Parts	\$7.55
147171	Team Truck Centre	Service	\$516.78
147171	Team Truck Centre	Parts	\$82.40
147171	Team Truck Centre	Parts	\$164.80
147171	Team Truck Centre	Service	\$101.70

Roads Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147171	Team Truck Centre	Parts	\$11.32
147171	Team Truck Centre	Parts	\$7.19
147178	Tirecraft, Pro Tire Inc.	Service	\$98.31
147180	UAP Inc.	Parts	\$278.17
147180	UAP Inc.	Parts	\$144.87
147180	UAP Inc.	Parts	\$247.94
147180	UAP Inc.	Parts	\$48.00
147180	UAP Inc.	Parts	\$83.46
147183	Viking Cives Limited	Parts	\$427.50
147188	K+S Windsor Salt Ltd.	Salt	\$6,136.24
147188	K+S Windsor Salt Ltd.	Salt	\$3,155.37
147188	K+S Windsor Salt Ltd.	Salt	\$6,605.49
147188	K+S Windsor Salt Ltd.	Salt	\$9,094.69
147188	K+S Windsor Salt Ltd.	Salt	\$6,265.59
147188	K+S Windsor Salt Ltd.	Salt	\$6,128.24
147188	K+S Windsor Salt Ltd.	Salt	\$6,211.64
147188	K+S Windsor Salt Ltd.	Salt	\$3,108.71
147188	K+S Windsor Salt Ltd.	Salt	\$6,915.85
147188	K+S Windsor Salt Ltd.	Salt	\$3,104.36
147188	K+S Windsor Salt Ltd.	Salt	\$3,148.24
147188	K+S Windsor Salt Ltd.	Salt	\$5,977.33
147188	K+S Windsor Salt Ltd.	Salt	\$3,062.70
147188	K+S Windsor Salt Ltd.	Salt	\$6,432.97
147188	K+S Windsor Salt Ltd.	Salt	\$3,496.07
147188	K+S Windsor Salt Ltd.	Salt	\$3,503.90
147188	K+S Windsor Salt Ltd.	Salt	\$3,025.30
147188	K+S Windsor Salt Ltd.	Salt	\$3,393.97
147188	K+S Windsor Salt Ltd.	Salt	\$6,498.31
147188	K+S Windsor Salt Ltd.	Salt	\$3,047.63
147038	Atwood Resources Inc	Service	\$113.00
147043	Bluewater Recycling Association - MARS	Service	\$118.65
147054	Cedar Signs	Supplies	\$2,488.80
147055	Checkers Cleaning Supply	Supplies	\$165.77
147055	Checkers Cleaning Supply	Supplies	\$80.65
147055	Checkers Cleaning Supply	Supplies	\$53.29
147055	Checkers Cleaning Supply	Supplies	\$33.34
147055	Checkers Cleaning Supply	Supplies	\$307.47
147055	Checkers Cleaning Supply	Supplies	\$214.86
147055	Checkers Cleaning Supply	Supplies	\$18.01
147063	Curt's Off Road Repair	Service	\$2,172.61
147064	D & L Mobile Locksmith	Parts	\$169.50
147074	DAMAR SECURITY SYSTEMS	Service	\$268.38

Roads Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
147082	GoGPS	Parts	\$46.57
147085	Guillevin International	Supplies	\$168.94
147085	Guillevin International	Supplies	\$362.41
147085	Guillevin International	Supplies	\$61.01
147085	Guillevin International	Supplies	\$155.60
147088	High Gear Auto Repair Inc.	Service	\$207.92
147088	High Gear Auto Repair Inc.	Service	\$103.96
147088	High Gear Auto Repair Inc.	Service	\$948.50
147088	High Gear Auto Repair Inc.	Service	\$948.50
147088	High Gear Auto Repair Inc.	Service	\$1,297.67
147088	High Gear Auto Repair Inc.	Service	\$288.14
147088	High Gear Auto Repair Inc.	Service	\$155.94
147088	High Gear Auto Repair Inc.	Service	\$772.02
147088	High Gear Auto Repair Inc.	Service	\$239.56
147090	Hose Technology Incorporated	Parts	\$286.42
147099	Johnston Bros. (Bothwell) Ltd.	Gravel	\$4,824.38
147104	Krown Rust Control Centre	Service	\$474.60
147106	Langford Lumber & Building Sup	Supplies	\$138.83
147106	Langford Lumber & Building Sup	Parts	\$12.42
147113	London Automatic Door Ltd.	Service	\$864.45
147120	Twp. of Lucan Biddulph	Service	\$4,335.02
147139	Peavey Industries LP	Supplies	\$497.62
147155	Safety Kleen - Toronto	Supplies	\$1,150.49
147163	Stratford Farm Equipment	Parts	\$2,053.31
147171	Team Truck Centre	Service	\$45.20
147177	Thorndale Ace Hardware	Supplies	\$76.93
147177	Thorndale Ace Hardware	Supplies	\$84.71
147179	Toromont Industries Ltd.	Parts	\$273.46
147184	Wash Depot Inc.	Service	\$360.19
147185	Waste Connections of Canada Inc.	Service	\$713.18
147192	A. & M. Truck Parts Limited	Parts	\$576.46
147192	A. & M. Truck Parts Limited	Parts	\$943.27
147192	A. & M. Truck Parts Limited	Parts	\$116.07
147206	Bell Canada-Special Billing	Telephone	\$183.78
147211	Carquest	Parts	\$118.42
147211	Carquest	Parts	\$46.10
147212	Carrier Truck Centre	Parts	\$59.11
147215	Cintas Canada Ltd.	Supplies	\$92.67
147215	Cintas Canada Ltd.	Parts	\$92.67
147222	Culligan Water	Water	\$18.38
147225	Dillon Consulting	Professional Services	\$5,152.80
147225	Dillon Consulting	Professional Services	\$14,460.54

Roads Payables

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Cheque Number	Vendor Name	Invoice Description	Amount
147227	Dorchester Home Hardware	Parts	\$98.28
147242	Fastenal Canada, Ltd.	Parts	\$49.84
147242	Fastenal Canada, Ltd.	Parts	\$207.73
147244	Gerry's Truck Centre	Parts	\$271.88
147246	Guillevin International	Parts	\$103.40
147246	Guillevin International	Parts	\$4.50
147246	Guillevin International	Parts	\$155.60
147249	Huron Tractor	Parts	\$197.12
147259	Lind Lumber Ltd.	Supplies	\$195.87
147259	Lind Lumber Ltd.	Supplies	\$3,264.57
147264	McNaughton Family Shopping Centre	Supplies	\$55.31
147264	McNaughton Family Shopping Centre	Parts	\$67.78
147264	McNaughton Family Shopping Centre	Supplies	\$715.60
147265	McRobert Fuel Limited	Fuel	\$950.98
147271	Mitchell's HBC	Supplies	\$44.42
147271	Mitchell's HBC	Parts	\$14.66
147271	Mitchell's HBC	Supplies	\$36.44
147271	Mitchell's HBC	Parts	\$55.28
147272	Municipality of North Middlesex	Maintenance	\$50.30
147276	Oxford Dodge Chrysler	Truck	\$57,495.48
147277	Jordan Nieman	Permit Refund	\$500.00
147288	Southwestern Brush Control Limited	Rental	\$7,398.68
147292	Scott Jones	Expense claim	\$57.20
147292	Scott Jones	Expense claim	\$85.80
147297	Staples Advantage	Supplies	\$15.81
147299	STRATHROY HHBC	Supplies	\$60.96
147301	Suncor Energy Products Inc	Fuel	\$4,538.50
147301	Suncor Energy Products Inc	Fuel	\$7,001.92
147301	Suncor Energy Products Inc	Fuel	\$1,194.18
147301	Suncor Energy Products Inc	Fuel	\$1,979.15
147301	Suncor Energy Products Inc	Fuel	\$3,945.35
147301	Suncor Energy Products Inc	Fuel	\$5,073.54
147301	Suncor Energy Products Inc	Fuel	\$9,615.78
147301	Suncor Energy Products Inc	Fuel	\$907.98
147301	Suncor Energy Products Inc	Fuel	\$5,667.77
147301	Suncor Energy Products Inc	Fuel	\$2,323.78
147304	Team Truck Centre	Parts	\$258.66
147304	Team Truck Centre	Parts	\$104.21
147304	Team Truck Centre	Parts	\$131.43
147308	Teranet Inc.	Professional Services	\$3,000.00
147311	UAP Inc.	Parts	\$148.75
147311	UAP Inc.	Parts	\$16.24

Roads Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
147311	UAP Inc.	Parts	\$1,530.65
147311	UAP Inc.	Parts	\$297.91
147311	UAP Inc.	Parts	\$645.86
147314	Viking Cives Limited	Parts	\$117.92
147315	Vision Truck Group	Parts	\$2,644.20
147321	K+S Windsor Salt Ltd.	Salt	\$5,887.58
147321	K+S Windsor Salt Ltd.	Salt	\$6,015.44
147321	K+S Windsor Salt Ltd.	Salt	\$11,675.92
147321	K+S Windsor Salt Ltd.	Salt	\$5,814.23
147321	K+S Windsor Salt Ltd.	Salt	\$3,170.50
147321	K+S Windsor Salt Ltd.	Salt	\$3,428.50
147321	K+S Windsor Salt Ltd.	Salt	\$3,417.02
147321	K+S Windsor Salt Ltd.	Salt	\$3,034.65
147321	K+S Windsor Salt Ltd.	Salt	\$9,344.84
147321	K+S Windsor Salt Ltd.	Salt	\$5,706.50
147321	K+S Windsor Salt Ltd.	Salt	\$3,120.91
147321	K+S Windsor Salt Ltd.	Salt	\$9,528.69
147321	K+S Windsor Salt Ltd.	Salt	\$6,682.32
147321	K+S Windsor Salt Ltd.	Salt	\$3,221.52
147321	K+S Windsor Salt Ltd.	Salt	\$3,478.81
147321	K+S Windsor Salt Ltd.	Salt	\$5,827.86
147321	K+S Windsor Salt Ltd.	Salt	\$3,115.13
147321	K+S Windsor Salt Ltd.	Salt	\$3,069.89
147321	K+S Windsor Salt Ltd.	Salt	\$6,045.69
147321	K+S Windsor Salt Ltd.	Salt	\$3,068.47
147321	K+S Windsor Salt Ltd.	Salt	\$5,906.92
147321	K+S Windsor Salt Ltd.	Salt	\$3,210.02
147321	K+S Windsor Salt Ltd.	Salt	\$9,681.17
147321	K+S Windsor Salt Ltd.	Salt	\$6,260.52
147321	K+S Windsor Salt Ltd.	Salt	\$6,200.80
147321	K+S Windsor Salt Ltd.	Salt	\$5,946.51
147321	K+S Windsor Salt Ltd.	Salt	\$3,096.52
147321	K+S Windsor Salt Ltd.	Salt	\$3,435.71
147321	K+S Windsor Salt Ltd.	Salt	\$3,321.40
147321	K+S Windsor Salt Ltd.	Salt	\$3,210.02
147321	K+S Windsor Salt Ltd.	Salt	\$3,157.58
147321	K+S Windsor Salt Ltd.	Salt	\$6,220.99
147321	K+S Windsor Salt Ltd.	Salt	\$3,196.40
147321	K+S Windsor Salt Ltd.	Salt	\$3,156.88
147321	K+S Windsor Salt Ltd.	Salt	\$6,512.02
147220	Canadian Pacific (Non-Freight)	Signal Maintenance	\$740.00
147220	Canadian Pacific (Non-Freight)	Signal Maintenance	\$2,163.50

Roads Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
147265	McRobert Fuel Limited	Fuel	\$500.87
147272	Municipality of North Middlesex	Maintenance	\$434.11
147301	Suncor Energy Products Inc	Fuel	\$4,117.63
147301	Suncor Energy Products Inc	Fuel	\$1,630.04
147316	Waddick Fuels	Fuel	\$1,817.69
			\$1,087,618.01

Strathmere Lodge Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146615	Abell Pest Control Inc.	PURCHASED SERVICES	\$309.52
146616	ANGELA BUTLER	TRAINING & DEVELOPMENT	\$305.10
146617	Augustine Caines	STAFF EXPENSE	\$53.20
146627	Art Blake Refrigeration Limited	PURCHASED SERVICES	\$6,713.56
146627	Art Blake Refrigeration Limited	EQUIP. MNTCE.	\$6,267.71
146638	CARDINAL HEALTH CANADA INC.	NURSING-EQUIP.	\$553.70
146638	CARDINAL HEALTH CANADA INC.	HOUSEKEEPING SUPPLIES	\$885.13
146638	CARDINAL HEALTH CANADA INC.	HOUSEKEEPING SUPPLIES	\$885.13
146645	Chubb Fire & Security Canada Inc.	PURCHASED SERVICES	\$1,087.82
146662	Dominion Security Services Ltd	COVID PURCHASED SERVICES	\$9,492.00
146662	Dominion Security Services Ltd	COVID-PURCHASED SERVICES	\$10,848.00
146670	CREATIVE ART CO	BC PAINTING PROJECT	\$9,966.60
146683	Grand & Toy	COVID SUPPLIES	\$324.89
146683	Grand & Toy	STATIONARY SUPPLIES	\$276.83
146686	Guillevin International	CONTRACTED REPAIRS	\$514.15
146695	Inge Stahl	CHAPLAIN HOURS	\$1,879.68
146700	Joerns Healthcare Canada	EQUIP. MNTCE.	\$260.18
146717	LENA HODGINS	STAFF EDUCATOR	\$2,763.34
146735	Medical Mart	INCONT. PRODUCTS	\$2,154.12
146740	Moffatt and Powell	CONTRACTED REPAIRS	\$228.88
146747	MARCY WELCH	STAFF EXPENSE	\$246.60
146750	Nutritional Management Service	DEC. MEALS	\$75,150.56
146771	Russell Hendrix	DISHES & CUTLERY	\$281.38
146771	Russell Hendrix	DISHES & CUTLERY	\$79.22
146777	Signmakers	UNIFORM REPLACEMENT	\$20.17
146777	Signmakers	UNIFORM REPLACEMENT	\$10.96
146777	Signmakers	UNIFORM REPLACEMENT	\$37.52
146779	SUSAN L. MCALLISTER-BEE	RECREATION	\$200.00
146791	STRATHROY HHBC	CONTRACTED REPAIRS	\$77.92
146791	STRATHROY HHBC	CONTRACTED REPAIRS	\$74.56
146791	STRATHROY HHBC	CONTRACTED REPAIRS	\$7.20
146830	W.S.I.B.	SCHEDULE 2	\$3,438.96
146830	W.S.I.B.	SCHEDULE 2	\$1,432.98
146831	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$2,780.18
146893	THE ESTATE OF MARGUERITE "EILEEN	ACCOM. REFUND	\$326.67
146894	JILLIAN KINNA	VACCINE TRAVEL	\$60.00
146900	Grand & Toy	PANDEMIC SUPPLIES	\$991.28
146900	Grand & Toy	PANDEMIC SUPPLIES	\$12.48
146902	Harco Co. Ltd.	CONTRACTED REP&MTNCE	\$408.28
146909	Inge Stahl	PURCHASED SERVICES	\$294.50
146932	Marbolt	EQUIP. MTNCE.	\$42.51
146938	Medical Mart		\$219.22

Strathmere Lodge Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146972	SHERWIN-WILLIAMS	CONTRACTED REP.&MTNCE	\$276.85
146980	Stericycle, ULC	PURCHASED SERVICES	\$339.00
146841	ACTIVE HEALTH SERVICES LTD.	PURCHASED SERVICE	\$10,293.70
146841	ACTIVE HEALTH SERVICES LTD.	PURCHASED SERVICES	\$11,662.21
146844	Allstream Business Inc.	TELEPHONE	\$37.18
146858	BOB FINLAY	RECREATION	\$250.00
146865	Canadian IPG Corporation	PANDEMIC SUPPLIES	\$847.50
146871	Cintas Canada Ltd.	UNIFORM REPLACEMENT	\$324.65
146879	DIVERSEY CANADA, INC.	SUPPLIES	\$1,136.32
146891	LORNA BLACKWOOD	TRAINING&DEVELOPMENT	\$305.10
146892	CANDACE WOODIWISS	TRAINING&DEVELOPMENT	\$305.10
146910	DR. J. COPELAND	PHYSICIAN FEES	\$359.11
146912	JANICE DE SCHIFFERT	TRAINING & DEVELOPMENT	\$305.10
146943	DR. M. MITHOOWANI	PHYSICIAN FEES	\$227.00
146959	Premium Uniforms	UNIFORM REPLACEMENT	\$243.67
146959	Premium Uniforms	UNIFORM REPLACEMENT	\$415.07
146962	VANDEWALLE MEDICINE PROFESSIONAL CORP.	PHYSICIAN FEES	\$461.72
146977	DR. SARA PUENTE	PHYSICIAN FEES	\$454.00
146980	Stericycle, ULC	PURCHASED SERVICES	\$554.78
146995	TERRI LEBATE	PURCHASED SERVICES	\$283.63
146999	Total Landscaping	SNOW REMOVAL	\$4,449.94
147042	Brittany Hodgson	PHONE EXPENSE	\$40.00
147076	The Estate of B. Jewell	B. JEWELL	\$960.06
147083	Grand & Toy	STATIONARY SUPPLIES	\$295.68
147083	Grand & Toy	STATIONARY SUPPLIES	\$226.66
147086	Harco Co. Ltd.	CONTRACTED REPAIRS	\$533.93
147108	LENA HODGINS	STAFF EDUCATOR	\$2,763.34
147129	MEDe-care	RENEWAL	\$23,535.33
147130	Medical Mart	NURSING-DRUGS	\$24.00
147130	Medical Mart	COVID/DRUGS NURSING	\$2,726.66
147130	Medical Mart	INCONT. PRODUCTS	\$2,451.47
147135	ADVANTAGE ONTARIO	ANNUAL MEMBERSHIP FEES	\$12,915.31
147147	VANDEWALLE MEDICINE PROFESSIONAL CORP.	JAN. FEES	\$1,945.86
147153	Russell Hendrix	DIETARY-EQUIP.	\$278.83
147164	STRATHROY HHBC	CONTRACTED REPAIRS	\$24.84
147165	Strathmere Lodge	ACCOMM. REFUND	\$1,369.31
147165	Strathmere Lodge	TO P/M	\$50.00
147191	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$302.39
147191	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$453.58
147191	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$407.47
147191	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$460.57
147027	ACTIVE HEALTH SERVICES LTD.	PURCHASED SERVICES	\$10,838.23

Strathmere Lodge Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
147037	ARJOHUNTLEIGH CANADA INC.	NURSING EQUIP.	\$385.57
147046	Canadian Tire Associate Store-Strathroy	CONTRACTED REPAIRS	\$189.87
147048	CARDINAL HEALTH CANADA INC.	NURSING-EQUIP.	\$320.92
147048	CARDINAL HEALTH CANADA INC.	NURSING EQUIP.	\$708.39
147065	DIVERSEY CANADA, INC.	laundry supplies	\$1,149.16
147075	LATOYA MORNINGSTAR	TRAINING & DEVELOPMENT	\$305.10
147095	JULIE CUTHBERTSON	TRAINING & DEVELOPMENT	\$305.10
147097	JENNIFER MACKINNON	TRAINING & DEVELOPMENT	\$305.10
147105	KAITLYN WESTGATE	TRAINING & DEVELOPMENT	\$305.10
147130	Medical Mart	PANDEMIC SUPPLIES	\$735.40
147130	Medical Mart	NURSING-DRUGS	\$11.30
147130	Medical Mart	NURSING-DRUGS	\$797.78
147130	Medical Mart	NURSING-DRUGS	\$516.39
147142	Power Plumbing & Heating	CONTRACTED REPAIRS	\$1,045.25
147185	Waste Connections of Canada Inc.	GARBAGE COLLECTION	\$3,259.19
147193	Abell Pest Control Inc.	PURCHASED SERVICES	\$309.52
147202	ARJOHUNTLEIGH CANADA INC.	NURSING-EQUIP.	\$2,572.27
147208	BOSSONS PHARMACY	HIN Supplies/drugs	\$598.27
147210	Canadian IPG Corporation	PANDEMIC SUPPLIES	\$2,260.00
147215	Cintas Canada Ltd.	UNIFORM REPLACEMENT	\$22.04
147215	Cintas Canada Ltd.	UNIFORM REPLACEMENT	\$558.01
147231	JOYCE VERBERG-BUCHAN	TRAINING & DEVELOPMENT	\$305.10
147233	LATOYA MORNINGSTAR	2021-Renewal reprint	\$305.10
147234	ESTATE OF ROSS MCTAGGERT	ACCOMM. REFUND	\$1,688.48
147235	ESTATE OF NORMA MYERS	accomm. refund	\$896.43
147236	COLONIAL COFFEE CO LTD.	EQUIP. OTHER	\$310.56
147237	GAIL WINIA	PURCHASED SERVICES	\$21.00
147238	ESTATE OF MARIE EMMONS	ACCOMM REFUND	\$102.85
147239	MEREDITH MAC DONALD	TRAINING & DEVELOPMENT	\$305.10
147245	Grand & Toy	STATIONARY SUPPLIES	\$324.57
147247	Harco Co. Ltd.	PURCHASED SERVICES	\$178.64
147247	Harco Co. Ltd.	PURCHASED SERVICES	\$72.43
147267	Medical Mart	NURSIGN-DRUGS	\$336.74
147267	Medical Mart	DRUGS/COVID SUPPLIES	\$3,072.28
147267	Medical Mart	INCONT. PRODUCTS	\$2,951.36
147267	Medical Mart	INCONT. PRODUCTS	\$4,294.07
147278	Power Plumbing & Heating	CONTRACTED REPAIRS	\$409.06
147290	SHERWIN-WILLIAMS	CONTRACTED REPAIRS	\$248.37
147295	Stand By Power	PURCHASED SERVICES	\$2,219.32
147312	TIFFANY SMALE	PETTY CASH	\$218.80
147322	W.S.I.B.	SCHEDULE 2	\$513.51
147322	W.S.I.B.	SCHEDULE 2	\$3,365.12

Strathmere Lodge Payables

December 25 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
			\$276,896.46

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146053	Brodart Co.	Supplies	\$299.70
146066	CVS Midwest Tape LLC	DVDs	\$390.61
146066	CVS Midwest Tape LLC	DVDs	\$1,467.80
146070	Dallas Michaluk	Expense Claim	\$107.80
146072	Doug Warnock	Expense Claim	\$141.24
146073	Eastlink	Internet Costs	\$128.77
146073	Eastlink	Phone and internet	\$361.96
146075	Execulink Telecom	Internet Costs	\$147.38
146094	Karen McIntosh	Supplies	\$80.82
146098	Kathryn Suffoletta	Expense Claim	\$38.24
146103	Library Services Centre	Books	\$243.28
146103	Library Services Centre	Books	\$1,313.48
146103	Library Services Centre	Paperbacks	\$53.39
146103	Library Services Centre	Books	\$2,104.62
146120	Office Central	Office Supplies	\$63.02
146127	PressReader	Digital Collection	\$27,436.40
146149	TekSavvy Solutions Inc.	Internet	\$84.69
146156	Uline Canada Corporation	Office Furniture	\$1,397.55
146156	Uline Canada Corporation	COVID Supplies	\$1,743.64
146158	Vanessa Rapagna	Expense Claim	\$586.47
146162	Whitehots Inc.	Books	\$102.83
146162	Whitehots Inc.	Books	\$229.39
146162	Whitehots Inc.	E-Books	\$110.18
146162	Whitehots Inc.	E-Books	\$32.21
146162	Whitehots Inc.	E-Books	\$95.58
146162	Whitehots Inc.	E-Books	\$566.70
146162	Whitehots Inc.	E-Books	\$425.16
146162	Whitehots Inc.	E-Books	\$501.48
146162	Whitehots Inc.	E-Books	\$1,111.91
146162	Whitehots Inc.	E-Books	\$1,001.75
146162	Whitehots Inc.	Books	\$553.35
146162	Whitehots Inc.	Books	\$201.16
146162	Whitehots Inc.	Books	\$907.70
146162	Whitehots Inc.	Books	\$710.01
146162	Whitehots Inc.	Books	\$221.80
146162	Whitehots Inc.	Books	\$72.20
146162	Whitehots Inc.	Books	\$205.34
146162	Whitehots Inc.	Books	\$20.31
146162	Whitehots Inc.	Books	\$22.77
146162	Whitehots Inc.	Books	\$100.24
146162	Whitehots Inc.	Books	\$768.12

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146162	Whitehots Inc.	Books	\$938.45
146162	Whitehots Inc.	Books	\$31.22
146162	Whitehots Inc.	Books	\$78.87
146162	Whitehots Inc.	Books	\$1,029.61
146162	Whitehots Inc.	Books	\$163.65
146162	Whitehots Inc.	Books	\$54.64
146162	Whitehots Inc.	Books	\$598.37
146162	Whitehots Inc.	Books	\$1,492.40
146162	Whitehots Inc.	Books	\$152.85
146162	Whitehots Inc.	Books	\$637.67
146209	Bibliotheca Canada Inc	EBooks	\$1,123.89
146209	Bibliotheca Canada Inc	eBooks	\$7,963.44
146209	Bibliotheca Canada Inc	Subscription	\$1,695.00
146217	Crystal Dunkin	Expense Claim	\$129.48
146230	CVS Midwest Tape LLC	EBooks	\$3,589.77
146233	Digitech Security Systems	Monitoring Fee	\$169.50
146233	Digitech Security Systems	Monitoring Fee	\$169.50
146233	Digitech Security Systems	Monitoring Fee	\$406.46
146233	Digitech Security Systems	Monitoring Fee	\$189.84
146233	Digitech Security Systems	Monitoring Fee	\$189.84
146244	Doug Warnock	Expense Claim	\$38.12
146271	Innovative Interfaces Global Limited	SIP2 Licence	\$1,281.60
146283	Kathryn Suffoletta	Expense Claim	\$95.26
146284	Liz Adema	Expense Claim	\$209.40
146288	Library Services Centre	Books	\$2,592.91
146288	Library Services Centre	Paperbacks	\$41.73
146288	Library Services Centre	Books	\$83.66
146288	Library Services Centre	Books	\$50.13
146311	Office Central	Office Supplies	\$219.85
146321	Productions Cazabon Inc.	Licensing	\$361.60
146330	Ricoh Canada Inc.	Meter Read	\$31.03
146339	Shauna Dereniowski	Expense Claim	\$577.20
146386	Whitehots Inc.	Books	\$572.78
146386	Whitehots Inc.	Books	\$91.12
146386	Whitehots Inc.	Books	\$29.30
146386	Whitehots Inc.	Books	\$418.78
146386	Whitehots Inc.	Books	\$39.69
146386	Whitehots Inc.	Books	\$16.26
146387	Wilson Brock Book Delivery Company	Deliveries	\$3,700.00
146392	Zoe Reilly-Ansons	Expense Claim	\$197.30
146415	Brodart Co.	Office Supplies	\$18.87

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146430	CVS Midwest Tape LLC	DVDs	\$711.95
146430	CVS Midwest Tape LLC	DVDs	\$739.28
146430	CVS Midwest Tape LLC	DVDs	\$374.92
146430	CVS Midwest Tape LLC	DVDs	\$69.17
146438	Doug Warnock	Expense Claim	\$57.79
146440	EBSCO Canada Ltd.	Periodicals	\$1,650.27
146440	EBSCO Canada Ltd.	Digital Collection	\$4,011.50
146445	Execulink Telecom	Internet Costs	\$502.95
146468	Kristyn Kuhar	Expense Claim	\$73.70
146474	Library Services Centre	Books	\$2,266.87
146474	Library Services Centre	Books	\$1,124.17
146476	Leonard A Lesser	Book	\$38.00
146482	Louise Kool & Galt	Supplies	\$5,306.82
146484	Leanne Robinson	Expense Claim	\$10.40
146511	Randi Bergsma	Expense Claim	\$57.86
146518	Sharon Bobier	Books	\$62.00
146555	Uline Canada Corporation	COVID Supplies	\$1,197.73
146564	Western I.T. Group	Telephone	\$113.00
146566	Whitehots Inc.	Books	\$50.13
146566	Whitehots Inc.	Books	\$61.83
146566	Whitehots Inc.	Books	\$178.29
146566	Whitehots Inc.	Books	\$53.94
146566	Whitehots Inc.	Books	\$16.79
146566	Whitehots Inc.	Books	\$135.70
146568	Wintergreen Learning Materials Limited	Supplies	\$8,862.60
146486	Twp. of Lucan Biddulph	Library Q4 2021 Rent	\$20,053.74
146493	Municipality of Middlesex Centre	Library Q4 2021 Rent	\$25,619.50
146499	Municipality of North Middlesex	Library Q4 2021 Rent	\$26,890.93
146500	Village of Newbury	Library Q4 2021 Rent	\$1,045.12
146517	Southwest Middlesex	Library Q4 2021 Rent	\$26,172.78
146536	Mun. of Strathroy Caradoc	Library Q4 2021 Rent	\$44,612.11
146549	Municipality of Thames Centre	Q4 2021 Rent	\$32,667.24
146612	A1 Security Systems	Security Monitoring	\$507.65
146629	Aimee Sparzynski	Expense Claim	\$203.35
146632	Anne Vandenbogaard	Expense Claim	\$20.00
146643	Christopher Harrington	Expense Claim	\$397.62
146643	Christopher Harrington	Retirement Meal	\$36.69
146657	CVS Midwest Tape LLC	Audiobooks	\$62.87
146657	CVS Midwest Tape LLC	DVDs	\$221.65
146657	CVS Midwest Tape LLC	DVDs	\$306.82
146657	CVS Midwest Tape LLC	Digital Collections	\$3,502.53

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146659	Digitech Security Systems	Security Monitoring	\$144.64
146659	Digitech Security Systems	Security Monitoring	\$254.25
146659	Digitech Security Systems	Security Monitoring	\$254.25
146666	Eastlink	Internet	\$261.40
146666	Eastlink	Internet/Telephone	\$348.36
146667	Easy Way	COVID Supplies	\$628.50
146671	Execulink Telecom	Internet Costs	\$137.09
146699	Jean Moir	Expense claim	\$81.85
146708	Karen Donaldson	Expense claim	\$98.15
146726	Leslie Anne Steeper Doxtator	Expense claim	\$130.00
146728	Laurel Van Dommelen	Expense claim	\$95.70
146731	Marilyn Bezzina	Expense claim	\$16.28
146748	Nadine Devin	Expense claim	\$374.00
146748	Nadine Devin	Expense claim	\$822.18
146751	Office Central	Supplies	\$96.96
146763	Randi Bergsma	Expense claim	\$57.42
146774	Shauna Dereniowski	Expense claim	\$339.72
146799	TekSavvy Solutions Inc.	Internet	\$84.69
146818	Vanessa Weideman Jenner	Expense claim	\$69.50
146818	Vanessa Weideman Jenner	Expense claim	\$100.00
146823	Whitehots Inc.	Books	\$109.26
146823	Whitehots Inc.	Books	\$53.38
146823	Whitehots Inc.	Books	\$22.79
146823	Whitehots Inc.	Books	\$64.73
146823	Whitehots Inc.	Books	\$225.38
146824	Wilson Brock Book Delivery Company	Deliveries	\$1,858.86
146824	Wilson Brock Book Delivery Company	Branch Development	\$650.00
146825	Windmill Upholstery	Branch Development	\$350.30
146828	Woodland Cultural Centre	Training	\$480.00
146832	Zoe Reilly-Ansons	Expense claim	\$146.85
146693	Innovative Interfaces, Inc	ILS Subscription	\$34,414.00
146839	Access Copyright	Photocopier fees	\$1,084.80
147015	Whitehots Inc.	Books	\$279.70
147015	Whitehots Inc.	Books	\$109.87
147015	Whitehots Inc.	Paperbacks	\$94.97
146895	Execulink Telecom	Internet	\$502.95
146914	Distinct Impression	Marketing	\$7,265.90
146930	Leslie Anne Steeper Doxtator	Expense claim	\$312.40
146930	Leslie Anne Steeper Doxtator	expense claim	\$324.50
146963	Quadro Communications Co-Operative Inc.	Phone and Internet	\$328.23
146964	Ricoh Canada Inc.	Copier fees	\$39.67

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
146964	Ricoh Canada Inc.	Copier	\$811.47
146964	Ricoh Canada Inc.	Copier fees	\$706.48
146964	Ricoh Canada Inc.	Copier fees	\$381.06
146964	Ricoh Canada Inc.	Copier fees	\$108.65
147003	TRY Recycling Inc.	Recycling Service	\$376.04
147003	TRY Recycling Inc.	Recycling Service	\$673.94
147007	Vanessa Gay	Expense claim	\$119.79
147013	Western I.T. Group	Telephone	\$113.00
147052	Crystal Dunkin	Expense Claim	\$129.48
147058	Courtney Joris	Expense claim	\$56.50
147066	Dallas Michaluk	Expense claim	\$107.80
147071	Erin Moxam	Expense claim	\$208.22
147109	Library Services Centre	Paperbacks	\$63.61
147109	Library Services Centre	Paperbacks	\$14.49
147122	Lynn Watson	Expense claim	\$262.90
147187	Whitehots Inc.	Books	\$16.17
147187	Whitehots Inc.	Books	\$130.85
147187	Whitehots Inc.	Books	\$81.33
147187	Whitehots Inc.	Paperbacks	\$279.04
147187	Whitehots Inc.	Books	\$132.67
147187	Whitehots Inc.	Books	\$48.07
147187	Whitehots Inc.	Books	\$176.13
147187	Whitehots Inc.	Paperbacks	\$25.37
147187	Whitehots Inc.	Books	\$45.32
147187	Whitehots Inc.	Books	\$55.31
147187	Whitehots Inc.	Books	\$490.10
147223	CVS Midwest Tape LLC	Audiobooks	\$109.99
147223	CVS Midwest Tape LLC	DVDs	\$2,201.21
147228	Eastlink	Internet	\$132.74
147228	Eastlink	Internet/Telephone	\$348.67
147240	Execulink Telecom	Internet	\$144.47
147251	Distinct Impression	Advertising	\$1,061.07
147258	Library Services Centre	Books	\$1,784.15
147258	Library Services Centre	Books	\$247.72
147258	Library Services Centre	Books	\$2,025.34
147258	Library Services Centre	Books	\$6.46
147258	Library Services Centre	Books	\$286.99
147258	Library Services Centre	Books	\$116.68
147274	Ontario Library Service	Database Subscriptions	\$23,405.06
147320	Whitehots Inc.	Books	\$332.88
147320	Whitehots Inc.	Books	\$108.68

Library Payables

November 27 2021 - January 27 2022

Cheque Number	Vendor Name	Invoice Description	Amount
147320	Whitehots Inc.	Books	\$15.61
147320	Whitehots Inc.	Books	\$195.92
147320	Whitehots Inc.	Books	\$346.94
147320	Whitehots Inc.	Books	\$24.08
147320	Whitehots Inc.	Books	\$25.16
147320	Whitehots Inc.	Books	\$28.13
147320	Whitehots Inc.	Books	\$67.89
147320	Whitehots Inc.	Books	\$204.73
147320	Whitehots Inc.	Books	\$236.90
147320	Whitehots Inc.	Books	\$81.34
147320	Whitehots Inc.	Books	\$55.57
147320	Whitehots Inc.	Books	\$198.93
147320	Whitehots Inc.	Books	\$124.89
			\$380,315.82

ELECTRONIC PAYMENTS December 2021

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
200003027377	MLPS	HYDRO	Dec 13/21	266.84	HYDRO ONE
200003268564	ROADS	STREET LIGHTS	Dec 09/21	318.72	HYDRO ONE
200005754996	D6	HYDRO	Dec 06/21	112.47	HYDRO ONE
200006369736	D2	HYDRO	Dec 22/21	381.77	HYDRO ONE
200009334704	MLPS	HYDRO	Dec 16/21	297.93	HYDRO ONE
200009349252	ROADS	TRAFFIC SIGNALS	Dec 29/21	87.59	HYDRO ONE
200013224404	ROADS	FLASHER	Dec 29/21	41.95	HYDRO ONE
200013955237	ROADS	TRAFFIC SIGNALS	Dec 29/21	55.69	HYDRO ONE
200017837055	ROADS	TRAFFIC SIGNALS	Dec 09/21	36.68	HYDRO ONE
200020679660	D9	HYDRO	Dec 29/21	1,161.15	HYDRO ONE
200023834382	MLPS	HYDRO	Dec 08/21	205.87	HYDRO ONE
200028997614	ROADS	TRAFFIC SIGNALS	Dec 22/21	32.77	HYDRO ONE
200029979536	ROADS	HYDRO	Dec 29/21	71.09	HYDRO ONE
200034570767	ROADS	TRAFFIC SIGNALS	Dec 29/21	69.91	HYDRO ONE
200038538673	ROADS	FLASHER	Dec 07/21	21.64	HYDRO ONE
200039404296	ROADS	TRAFFIC SIGNALS	Dec 21/21	50.96	HYDRO ONE
200039404296	ROADS	TRAFFIC SIGNALS	Dec 29/21	46.66	HYDRO ONE
200039586475	ROADS	STREET LIGHT	Dec 21/21	62.83	HYDRO ONE
200041711381	D4	HYDRO	Dec 29/21	250.84	HYDRO ONE
200045604115	ROADS	TRAFFIC SIGNALS	Dec 15/21	411.72	HYDRO ONE
200049091061	ROADS	TRAFFIC SIGNALS	Dec 06/21	60.86	HYDRO ONE
200049305067	ROADS	Communication Hut	Dec 22/21	84.25	HYDRO ONE
200051883247	D1	HYDRO	Dec 16/21	2,548.39	HYDRO ONE
200054876507	ROADS	TRAFFIC SIGNALS	Dec 01/21	146.70	HYDRO ONE
200054876507	ROADS	TRAFFIC SIGNALS	Dec 13/21	79.95	HYDRO ONE
200055079597	ROADS	TRAFFIC SIGNALS	Dec 15/21	61.34	HYDRO ONE
200056250671	ROADS	TRAFFIC SIGNALS	Dec 08/21	64.63	HYDRO ONE
200061840093	ROADS	TRAFFIC SIGNALS	Dec 08/21	49.54	HYDRO ONE
200072682673	D3	HYDRO	Dec 14/21	292.06	HYDRO ONE
200078398805	ROADS	TRAFFIC SIGNALS	Dec 09/21	28.07	HYDRO ONE
200082802908	ROADS	FLASHER	Dec 09/21	21.66	HYDRO ONE
200082995894	D4	HYDRO	Dec 29/21	42.68	HYDRO ONE
200084256389	ROADS	STREET LIGHTS	Dec 09/21	20.82	HYDRO ONE
200089788827	ROADS	TRAFFIC SIGNALS	Dec 09/21	38.53	HYDRO ONE
200092590915	ROADS	TRAFFIC SIGNALS	Dec 30/21	71.60	HYDRO ONE
200092590915	ROADS	TRAFFIC SIGNALS	Dec 01/21	62.10	HYDRO ONE
200094407037	ROADS	HYDRO	Dec 29/21	56.02	HYDRO ONE
200111248964	ROADS	TRAFFIC SIGNALS	Dec 09/21	40.97	HYDRO ONE
200114251722	ROADS	TRAFFIC SIGNALS	Dec 09/21	47.75	HYDRO ONE
200139187994	ECON.DEV	SIGN-FIVE PTS LINE	Dec 22/21	47.22	HYDRO ONE
200197896842	D8	HYDRO	Dec 29/21	266.68	HYDRO ONE
200226800317	ROADS	STREET LIGHTS	Dec 09/21	21.66	HYDRO ONE
200234233547	MLPS	HYDRO	Dec 13/21	318.89	HYDRO ONE
200238360390	ROADS	HYDRO	Dec 22/21	19.29	HYDRO ONE
200254481285	ROADS	HYDRO	Dec 22/21	87.41	HYDRO ONE
200262025663	ROADS	FLASHER	Dec 22/21	68.73	HYDRO ONE
200263596154	ROADS	Hydro	Dec 22/21	63.65	HYDRO ONE
1019943	Cty Bldg	WATER	Dec 29/21	220.47	LONDON HYDRO
4860327	MLEMS	WATER	Dec 15/21	75.87	LONDON HYDRO
7460017	Cty Bldg	HYDRO	Dec 13/21	5,367.66	LONDON HYDRO
7482855	MLEMS	HYDRO	Dec 01/21	956.93	LONDON HYDRO
7482855	MLEMS	WATER	Dec 01/21	354.13	LONDON HYDRO

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
7600043	MLEMS	WATER	Dec 29/21	251.03	LONDON HYDRO
7721865	MLEMS	HYDRO	Dec 29/21	6,087.51	LONDON HYDRO
7721865	MLEMS	WATER	Dec 29/21	1,051.45	LONDON HYDRO
7781801	MLEMS	HYDRO	Dec 20/21	346.26	LONDON HYDRO
7781801	MLEMS	WATER	Dec 20/21	331.74	LONDON HYDRO
50446858	MLEMS	HYDRO	Dec 07/21	524.09	LONDON HYDRO
50448010	MLEMS	HYDRO	Dec 30/21	290.32	LONDON HYDRO
50448169	MLEMS	HYDRO	Dec 29/21	259.73	LONDON HYDRO
50448169	MLEMS	WATER	Dec 29/21	75.53	LONDON HYDRO
804-40205195-00	LODGE	HYDRO	Dec 13/21	16,496.72	ENTEGRUS
804-40047999-00	ROADS	HYDRO	Dec 13/21	56.75	ENTEGRUS
098-40048001-01	ROADS	HYDRO	Dec 13/21	218.14	ENTEGRUS
098-40048002-00	ROADS	HYDRO	Dec 13/21	150.58	ENTEGRUS
098-40048003-00	ROADS	HYDRO	Dec 13/21	152.58	ENTEGRUS
098-40194856-00	ROADS	HYDRO	Dec 13/21	217.50	ENTEGRUS
802-40048000-00	ROADS	HYDRO	Dec 13/21	59.58	ENTEGRUS
803-40205228-01	ROADS	HYDRO	Dec 13/21	64.12	ENTEGRUS
804-40205170-00	LODGE	WATER	Dec 13/21	6,643.50	ENTEGRUS
804-49042003-00	ROADS	HYDRO	Dec 13/21	57.41	ENTEGRUS
805-40206689-00	ROADS	HYDRO	Dec 13/21	55.11	ENTEGRUS
830-40096692-02	MLPS	HYDRO	Dec 13/21	160.64	ENTEGRUS
300334410	Wardsville	Library Internet	Dec 09/21	215.66	BELL
504625313	Mt. Brydges	Library Internet	Dec 09/21	22.60	BELL
519371432	Parkhill	EMS Internet	Dec 09/21	174.02	BELL
519372156	Komoka	EMS Internet	Dec 09/21	185.32	BELL
519374098	Trossacks	EMS Internet	Dec 09/21	174.02	BELL
519378719	COLO7212	EMS Internet	Dec 09/21	174.02	BELL
523919082	Horizon	EMS Internet	Dec 09/21	153.68	BELL
529481398	1035 Adelaide	EMS Internet	Dec 23/21	207.92	BELL
600237183	Adelaide TV	EMS TV	Dec 14/21	137.80	BELL
5192450065	D8	D8 Phone	Dec 31/21	99.86	BELL
5192454270	EMS Strathroy	EMS Phone	Dec 06/21	30.78	BELL
5192686267	D2	D2 Phone	Dec 29/21	214.15	BELL
5192891084	D3	D3 Phone	Dec 29/21	96.96	BELL
5192940176	D4	D4 Phone	Dec 13/21	131.61	BELL
5194345524	Fire Dispatch	Roads Fire Disp.	Dec 29/21	165.38	BELL
5196495216	Phone 1	EMS Phone	Dec 07/21	275.30	BELL
5199518297	Trafalgar	EMS Internet	Dec 15/21	126.24	BELL
5199518297	Trafalgar	EMS Internet	Dec 16/21	125.12	BELL
5192274309(888)	Lucan	EMS Phone	Dec 13/21	62.30	BELL
5192451290 103	Strathroy	Library Phone	Dec 13/21	429.91	BELL
5192452520(284)	Lodge	Phone	Dec 13/21	602.77	BELL
5192455711(342)	Lodge	Phone	Dec 13/21	82.91	BELL
5192457307(796)	Strathroy	EMS Phone	Dec 13/21	90.34	BELL
5192458237 224	Library Office	Library Phone	Dec 13/21	261.85	BELL
5192641061(452)	Mt. Brydges	Library Phone	Dec 13/21	70.34	BELL
5192875306(783)	Glencoe	EMS Phone	Dec 13/21	74.17	BELL
5192892405 724	Melbourne	Library Phone	Dec 13/21	76.87	BELL
5192933441 452	Ailsa Craig	Library Phone	Dec 13/21	65.57	BELL
5192946308(824)	Parkhill	EMS Phone	Dec 13/21	62.36	BELL
5194611150 626	Thorndale	Library Phone	Dec 13/21	88.11	BELL
5194715303(322)	Horizon	EMS Phone	Dec 13/21	62.30	BELL
5194715312(980)	Komoka	EMS Phone	Dec 13/21	62.30	BELL

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
5194736314(030)	Hyde Park	EMS Phone	Dec 13/21	62.30	BELL
5196529319(001)	Byron	EMS Phone	Dec 13/21	62.30	BELL
5196529978 182	Delaware	Library Phone	Dec 13/21	48.33	BELL
5196661201 740	Coldstream	Library Phone	Dec 13/21	76.87	BELL
5196661599 882	Ilderton	Library Phone	Dec 13/21	65.57	BELL
5196799509(791)	ADMIN LINES	EMS Phone	Dec 13/21	176.62	BELL
5196934208 996	Wardsville	Library Phone	Dec 13/21	65.57	BELL
5196934275 017	Newbury	Library Phone	Dec 13/21	65.57	BELL
5198505304(577)	Trossacks	EMS Phone	Dec 13/21	62.30	BELL
91 00 39 41595 0	Ridout	HEAT	Dec 29/21	842.85	ENBRIDGE
91 00 41 43897 6	D2	HEAT	Dec 20/21	551.36	ENBRIDGE
91 00 43 94292 0	D3	HEAT	Dec 09/21	483.49	ENBRIDGE
91 00 46 66067 0	MLPS	HEAT	Dec 29/21	1,235.42	ENBRIDGE
91 00 46 66147 2	MLPS	HEAT	Dec 07/21	104.34	ENBRIDGE
91 00 46 66229 3	MLPS	HEAT	Dec 21/21	152.35	ENBRIDGE
91 00 46 66312 0	MLPS	HEAT	Dec 21/21	249.09	ENBRIDGE
91 00 46 66402 4	MLPS	HEAT	Dec 29/21	144.33	ENBRIDGE
91 00 46 66474 3	MLPS	HEAT	Dec 13/21	101.41	ENBRIDGE
91 00 46 69644 0	MLPS	HEAT	Dec 14/21	231.43	ENBRIDGE
91 00 46 69722 3	MLPS	HEAT	Dec 20/21	319.24	ENBRIDGE
91 00 46 69788 5	MLPS	HEAT	Dec 09/21	3,896.54	ENBRIDGE
91 00 50 55950 5	D4	HEAT	Dec 29/21	471.16	ENBRIDGE
91 00 51 33820 4	MLPS	HEAT	Dec 20/21	254.39	ENBRIDGE
232-351910905	Delaware Library	Internet	Dec 23/21	128.81	ROGERS
232-364888105	Thorndale Library	Internet	Dec 23/21	128.81	ROGERS
232-391676407	County Building	Internet	Dec 01/21	128.81	ROGERS
232-405994702	Strathmere Lodge	Internet	Dec 01/21	186.44	ROGERS
232-405994800	Strathroy Library	Internet	Dec 01/21	128.81	ROGERS
232-421989904	340 Waterloo St	Internet	Dec 15/21	203.39	ROGERS
6-4315-1681	Komoka Library	Internet	Dec 06/21	151.35	ROGERS
6-4315-1681	Komoka Library	Phone	Dec 06/21	54.22	ROGERS
7-6122-3189	Dorchester Library	Internet	Dec 17/21	111.85	ROGERS
7-6122-3189	Dorchester Library	Phone	Dec 17/21	45.20	ROGERS
7-9085-5928	Dorchester EMS	Internet	Dec 13/21	83.61	ROGERS
7-9085-5928	Dorchester EMS	Phone	Dec 13/21	38.40	ROGERS
CANADA REVENUE	PAYROLL	Payroll - Taxes	DEC 2021	1,193,016.18	GOV'T
OMERS	STRATHMERE LODGE	Pension	DEC 2021	96,036.32	OMERS
OMERS	MLPS	Pension	DEC 2021	381,647.28	OMERS
OMERS	COUNTY	Pension	DEC 2021	151,850.88	OMERS
VISA	MLPS	Card#1, 2, 3, 5, 6, 7, 9	DEC 2021	11,122.09	VISA
VISA	MLPS	Travel Card 1, 2, 3	DEC 2021	3,400.13	VISA
VISA	MLPS	Administrative Card	DEC 2021	1,311.44	VISA
VISA	MLPS	Neal Roberts	DEC 2021	345.59	VISA
VISA	Warden 2021	Burghardt Jesson	DEC 2021	267.87	VISA
VISA	CAO	Bill Rayburn	DEC 2021	8,052.32	VISA
VISA	Clerk	Marci Ivanic	DEC 2021	640.70	VISA
VISA	Maintenance	Steve DeCandido	DEC 2021	1,220.72	VISA
VISA	I.T.	Chris Bailey	DEC 2021	7,161.05	VISA
VISA	Library	Nadine Devin	DEC 2021	2,415.16	VISA
VISA	Library	Lindsay Brock	DEC 2021	6,916.14	VISA
VISA	Library	Liz Adema	DEC 2021	1,887.54	VISA
VISA	Library	Aimee Sparnyski	DEC 2021	359.25	VISA
VISA	Legal	Wayne Meagher	DEC 2021	919.91	VISA

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
VISA	Ontario Works	Cindy Howard	DEC 2021	2,499.59	VISA
VISA	Roads	Chris Traini	DEC 2021	954.08	VISA
VISA	Roads	Paul Moniz	DEC 2021	1,280.79	VISA
VISA	Roads	Jarrett Hoglelund	DEC 2021	304.56	VISA
VISA	Roads	Steve Gough	DEC 2021	650.23	VISA
VISA	Roads	Dean Gough	DEC 2021	391.21	VISA
VISA	FPO	John Elston	DEC 2021	99.06	VISA
VISA	Roads	Martin Langdale	DEC 2021	626.41	VISA
VISA	Lodge	Marcy Welch	DEC 2021	1,517.92	VISA
VISA	Lodge	Brent Kerwin	DEC 2021	1,612.41	VISA
VISA	Lodge	John Fournier	DEC 2021	1,449.66	VISA
VISA	Economic Development	Cara Finn	DEC 2021	4,968.13	VISA
VISA	Lodge	Crystal Brooks	DEC 2021	3,412.90	VISA
		TOTAL		1,953,474.47	

ELECTRONIC PAYMENTS January 2022

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
200003027377	MLPS	HYDRO	Jan 10-22	253.14	HYDRO ONE
200003268564	ROADS	STREET LIGHTS	Jan 10-22	314.07	HYDRO ONE
200005754996	D6	HYDRO	Jan 04-22	165.58	HYDRO ONE
200006369736	D2	HYDRO	Jan 19-22	558.18	HYDRO ONE
200009334704	MLPS	HYDRO	Jan 13-22	245.85	HYDRO ONE
200013224404	ROADS	FLASHER	Jan 26-22	41.87	HYDRO ONE
200013955237	ROADS	TRAFFIC SIGNALS	Jan 27-22	56.24	HYDRO ONE
200017837055	ROADS	TRAFFIC SIGNALS	Jan 10-22	36.36	HYDRO ONE
200023834382	MLPS	HYDRO	Jan 06-22	201.71	HYDRO ONE
200028997614	ROADS	TRAFFIC SIGNALS	Jan 19-22	32.66	HYDRO ONE
200029979536	ROADS	HYDRO	Jan 26-22	73.85	HYDRO ONE
200034570767	ROADS	TRAFFIC SIGNALS	Jan 26-22	77.85	HYDRO ONE
200038538673	ROADS	FLASHER	Jan 05-22	21.65	HYDRO ONE
200039586475	ROADS	STREET LIGHT	Jan 18-22	66.27	HYDRO ONE
200041711381	D4	HYDRO	Jan 27-22	446.76	HYDRO ONE
200045604115	ROADS	TRAFFIC SIGNALS	Jan 13-22	405.96	HYDRO ONE
200049091061	ROADS	TRAFFIC SIGNALS	Jan 04-22	73.88	HYDRO ONE
200049305067	ROADS	Communication Hut	Jan 26-22	168.86	HYDRO ONE
200051883247	D1	HYDRO	Jan 13-22	3,169.24	HYDRO ONE
200054876507	ROADS	TRAFFIC SIGNALS	Jan 10-22	82.62	HYDRO ONE
200055079597	ROADS	TRAFFIC SIGNALS	Jan 12-22	63.67	HYDRO ONE
200056250671	ROADS	TRAFFIC SIGNALS	Jan 06-22	74.72	HYDRO ONE
200061840093	ROADS	TRAFFIC SIGNALS	Jan 10-22	49.06	HYDRO ONE
200072682673	D3	HYDRO	Jan 11-22	572.18	HYDRO ONE
200078398805	ROADS	TRAFFIC SIGNALS	Jan 10-22	27.92	HYDRO ONE
200082802908	ROADS	FLASHER	Jan 10-22	21.60	HYDRO ONE
200082995894	D4	HYDRO	Jan 26-22	73.54	HYDRO ONE
200084256389	ROADS	STREET LIGHTS	Jan 10-22	20.79	HYDRO ONE
200089788827	ROADS	TRAFFIC SIGNALS	Jan 10-22	38.21	HYDRO ONE
200094407037	ROADS	HYDRO	Jan 27-22	66.60	HYDRO ONE
200111248964	ROADS	TRAFFIC SIGNALS	Jan 10-22	40.58	HYDRO ONE
200114251722	ROADS	TRAFFIC SIGNALS	Jan 10-22	47.29	HYDRO ONE
200139187994	ECON.DEV	SIGN-FIVE PTS LINE	Jan 19-22	46.50	HYDRO ONE
200197896842	D8	HYDRO	Jan 26-22	380.14	HYDRO ONE
200226800317	ROADS	STREET LIGHTS	Jan 10-22	21.60	HYDRO ONE
200234233547	MLPS	HYDRO	Jan 10-22	365.67	HYDRO ONE
200238360390	ROADS	HYDRO	Jan 25-22	19.33	HYDRO ONE
200254481285	ROADS	HYDRO	Jan 25-22	108.26	HYDRO ONE
200262025663	ROADS	FLASHER	Jan 25-22	84.35	HYDRO ONE
200263596154	ROADS	Hydro	Jan 25-22	74.01	HYDRO ONE
1019943	Cty Bldg	WATER	Jan 25-22	460.00	LONDON HYDRO
4860327	MLEMS	WATER	Jan 18-22	60.04	LONDON HYDRO
7460017	Cty Bldg	HYDRO	Jan 10-22	6,197.84	LONDON HYDRO
7482855	MLEMS	HYDRO	Jan 04-22	892.35	LONDON HYDRO
7482855	MLEMS	WATER	Jan 04-22	831.46	LONDON HYDRO
7600043	MLEMS	WATER	Jan 25-22	241.43	LONDON HYDRO
7781801	MLEMS	HYDRO	Jan 19-22	556.89	LONDON HYDRO
50446858	MLEMS	HYDRO	Jan 06-22	532.81	LONDON HYDRO
804-40205195-00	LODGE	HYDRO	Jan 13-22	13,730.57	ENTEGRUS
804-40047999-00	ROADS	HYDRO	Jan 13-22	60.75	ENTEGRUS
098-40048001-01	ROADS	HYDRO	Jan 13-22	204.25	ENTEGRUS
098-40048002-00	ROADS	HYDRO	Jan 13-22	141.22	ENTEGRUS

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
098-40048003-00	ROADS	HYDRO	Jan 13-22	143.13	ENTEGRUS
098-40194856-00	ROADS	HYDRO	Jan 13-22	203.65	ENTEGRUS
802-40048000-00	ROADS	HYDRO	Jan 14-22	70.00	ENTEGRUS
803-40205228-01	ROADS	HYDRO	Jan 13-22	73.60	ENTEGRUS
804-40205170-00	LODGE	WATER	Jan 13-22	5,743.58	ENTEGRUS
804-49042003-00	ROADS	HYDRO	Jan 13-22	68.21	ENTEGRUS
805-40206689-00	ROADS	HYDRO	Jan 14-22	61.64	ENTEGRUS
830-40096692-02	MLPS	HYDRO	Jan 14-22	256.37	ENTEGRUS
300334410	Wardsville	Library Internet	Jan 10-22	215.66	BELL
504625313	Mt. Brydges	Library Internet	Jan 10-22	22.60	BELL
519371432	Parkhill	EMS Internet	Jan 10-22	174.02	BELL
519372156	Komoka	EMS Internet	Jan 10-22	185.32	BELL
519374098	Trossacks	EMS Internet	Jan 10-22	174.02	BELL
519378719	COLO7212	EMS Internet	Jan 10-22	174.02	BELL
523919082	Horizon	EMS Internet	Jan 10-22	153.68	BELL
529481398	1035 Adelaide	EMS Internet	Jan-24-22	207.92	BELL
600237183	Adelaide TV	EMS TV	Jan 14-22	137.80	BELL
5192454270	EMS Strathroy	EMS Phone	Jan 04-22	30.78	BELL
5192686267	D2	D2 Phone	Jan 27-22	214.11	BELL
5192891084	D3	D3 Phone	Jan 25-22	96.94	BELL
5192940176	D4	D4 Phone	Jan 11/22	129.73	BELL
5194345524	Fire Dispatch	Roads Fire Disp.	Jan 25-22	165.37	BELL
5196495216	Phone 1	EMS Phone	Jan 07-22	252.70	BELL
5199518297	Trafalgar	EMS Internet	Jan 17-22	125.10	BELL
5192274309(888)	Lucan	EMS Phone	Jan 11/22	62.29	BELL
5192451290 103	Strathroy	Library Phone	Jan 11/22	430.00	BELL
5192452520(284)	Lodge	Phone	Jan 11/22	606.67	BELL
5192455711(342)	Lodge	Phone	Jan 11/22	82.90	BELL
5192457307(796)	Strathroy	EMS Phone	Jan 11/22	90.33	BELL
5192458237 224	Library Office	Library Phone	Jan 11/22	260.19	BELL
5192641061(452)	Mt. Brydges	Library Phone	Jan 11/22	70.33	BELL
5192875306(783)	Glencoe	EMS Phone	Jan 11/22	62.29	BELL
5192892405 724	Melbourne	Library Phone	Jan 11/22	76.86	BELL
5192933441 452	Ailsa Craig	Library Phone	Jan 11/22	65.56	BELL
5192946308(824)	Parkhill	EMS Phone	Jan 11/22	62.29	BELL
5194611150 626	Thorndale	Library Phone	Jan 11-22	88.10	BELL
5194715303(322)	Horizon	EMS Phone	Jan 11/22	62.29	BELL
5194715312(980)	Komoka	EMS Phone	Jan 11-22	62.29	BELL
5194736314(030)	Hyde Park	EMS Phone	Jan 11/22	62.29	BELL
5196529319(001)	Byron	EMS Phone	Jan 11/22	62.29	BELL
5196529978 182	Delaware	Library Phone	Jan 11/22	48.32	BELL
5196661201 740	Coldstream	Library Phone	Jan 11/22	76.86	BELL
5196661599 882	Ilderton	Library Phone	Jan 11/22	65.56	BELL
5196799509(791)	ADMIN LINES	EMS Phone	Jan 11/22	176.61	BELL
5196934208 996	Wardsville	Library Phone	Jan 11/22	65.56	BELL
5196934275 017	Newbury	Library Phone	Jan 11/22	65.56	BELL
5198505304(577)	Trossacks	EMS Phone	Jan 11/22	62.29	BELL
91 00 39 41595 0	Ridout	HEAT	Jan 27-22	1,097.84	ENBRIDGE
91 00 41 43897 6	D2	HEAT	Jan 20-22	790.92	ENBRIDGE
91 00 43 94292 0	D3	HEAT	Jan 06-22	810.78	ENBRIDGE
91 00 44 81035 4	Lodge	HEAT	Jan 04-22	7,915.87	ENBRIDGE
91 00 44 81035 4	Lodge	HEAT	Jan 17-22	9,311.10	ENBRIDGE
91 00 46 66067 0	MLPS	HEAT	Jan 26-22	1,624.21	ENBRIDGE

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
91 00 46 66147 2	MLPS	HEAT	Jan 05-22	147.22	ENBRIDGE
91 00 46 66229 3	MLPS	HEAT	Jan 24-22	323.94	ENBRIDGE
91 00 46 66312 0	MLPS	HEAT	Jan 24-22	107.77	ENBRIDGE
91 00 46 66402 4	MLPS	HEAT	Jan 27-22	178.53	ENBRIDGE
91 00 46 66474 3	MLPS	HEAT	Jan 10-22	168.72	ENBRIDGE
91 00 46 69644 0	MLPS	HEAT	Jan 12-22	291.22	ENBRIDGE
91 00 46 69722 3	MLPS	HEAT	Jan 19-22	401.23	ENBRIDGE
91 00 46 69788 5	MLPS	HEAT	Jan 10-22	4,610.88	ENBRIDGE
91 00 50 55950 5	D4	HEAT	Jan 27-22	652.37	ENBRIDGE
91 00 51 33820 4	MLPS	HEAT	Jan 20-22	380.08	ENBRIDGE
232-351910905	Delaware Library	Internet	Jan 24-22	128.81	ROGERS
232-364888105	Thorndale Library	Internet	Jan 24-22	128.81	ROGERS
232-391676407	County Building	Internet	Jan 04-22	128.81	ROGERS
232-405994702	Strathmere Lodge	Internet	Jan 04-22	186.44	ROGERS
232-405994800	Strathroy Library	Internet	Jan 04-22	128.81	ROGERS
232-421989904	340 Waterloo St	Internet	Jan 17-22	203.39	ROGERS
6-4315-1681	Komoka Library	Internet	Jan 05-22	151.35	ROGERS
6-4315-1681	Komoka Library	Phone	Jan 05-22	54.22	ROGERS
7-6122-3189	Dorchester Library	Internet	Jan 17-22	111.85	ROGERS
7-6122-3189	Dorchester Library	Phone	Jan 17-22	45.20	ROGERS
7-9085-5928	Dorchester EMS	Internet	Jan 10-22	83.61	ROGERS
7-9085-5928	Dorchester EMS	Phone	Jan 10-22	38.40	ROGERS
CANADA REVENUE	PAYROLL	Payroll - Taxes	JAN 2022	1,410,658.49	GOV'T
OMERS	STRATHMERE LODGE	Pension	JAN 2022	102,588.58	OMERS
OMERS	MLPS	Pension	JAN 2022	508,177.80	OMERS
OMERS	COUNTY	Pension	JAN 2022	188,315.80	OMERS
VISA	MLPS	Card#1, 2, 3, 5, 6, 7, 9	JAN 2022	15,313.15	VISA
VISA	MLPS	Card 1345	JAN 2022	184.96	VISA
VISA	MLPS	Card 1347	JAN 2022	22.58	VISA
VISA	MLPS	Travel Card 1, 2, 3	JAN 2022	2,925.26	VISA
VISA	MLPS	Administrative Card	JAN 2022	876.98	VISA
VISA	MLPS	Neal Roberts	JAN 2022	75.00	VISA
VISA	Warden 2021	Burghardt Jesson	JAN 2022	1,120.74	VISA
VISA	CAO	Bill Rayburn	JAN 2022	1,392.04	VISA
VISA	Clerk	Marci Ivanic	JAN 2022	1,795.42	VISA
VISA	Maintenance	Steve DeCandido	JAN 2022	954.08	VISA
VISA	I.T.	Chris Bailey	JAN 2022	19,520.96	VISA
VISA	Library	Nadine Devin	JAN 2022	4,959.36	VISA
VISA	Library	Lindsay Brock	JAN 2022	19,051.13	VISA
VISA	Library	Liz Adema	JAN 2022	3,699.82	VISA
VISA	Library	Aimee Sparzynski	JAN 2022	332.23	VISA
VISA	Legal	Wayne Meagher	JAN 2022	383.56	VISA
VISA	Ontario Works	Cindy Howard	JAN 2022	780.85	VISA
VISA	Roads	Chris Traini	JAN 2022	1,259.47	VISA
VISA	Roads	Paul Moniz	JAN 2022	496.62	VISA
VISA	Roads	Jarrett Hoglund	JAN 2022	429.59	VISA
VISA	Roads	Steve Gough	JAN 2022	692.68	VISA
VISA	Roads	Dean Gough	JAN 2022	823.01	VISA
VISA	Roads	Bill Roberts	JAN 2022	83.11	VISA
VISA	FPO	John Elston	JAN 2022	423.88	VISA
VISA	Roads	Martin Langdale	JAN 2022	623.56	VISA
VISA	Lodge	Marcy Welch	JAN 2022	1,974.05	VISA
VISA	Lodge	Brent Kerwin	JAN 2022	40.00	VISA

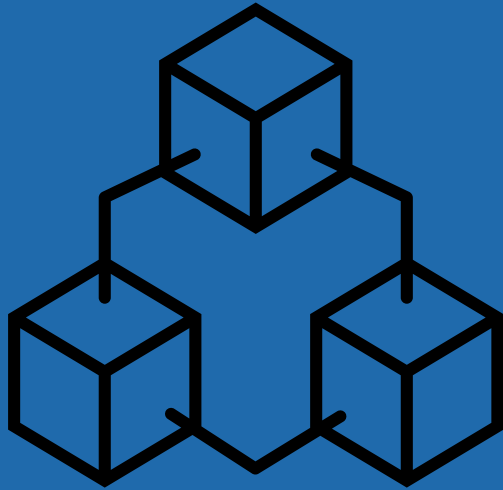
ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
VISA	Lodge	John Fournier	JAN 2022	1,275.53	VISA
VISA	Economic Development	Cara Finn	JAN 2022	7,496.66	VISA
VISA	Lodge	Crystal Brooks	JAN 2022	2,840.28	VISA
		TOTAL		2,376,235.52	

Local Jobs Hub

Orientation Presentation



Welcome



Deb Mountenay

Executive Director with WPDB

debra@workforcedevelopment.ca



- Producing projects to improve the status of the labour market
- One of 26 Workforce Planning Boards making up the Workforce Planning Network of Ontario
- Based in London, serving Elgin, Middlesex and Oxford counties

Two Groups One problem





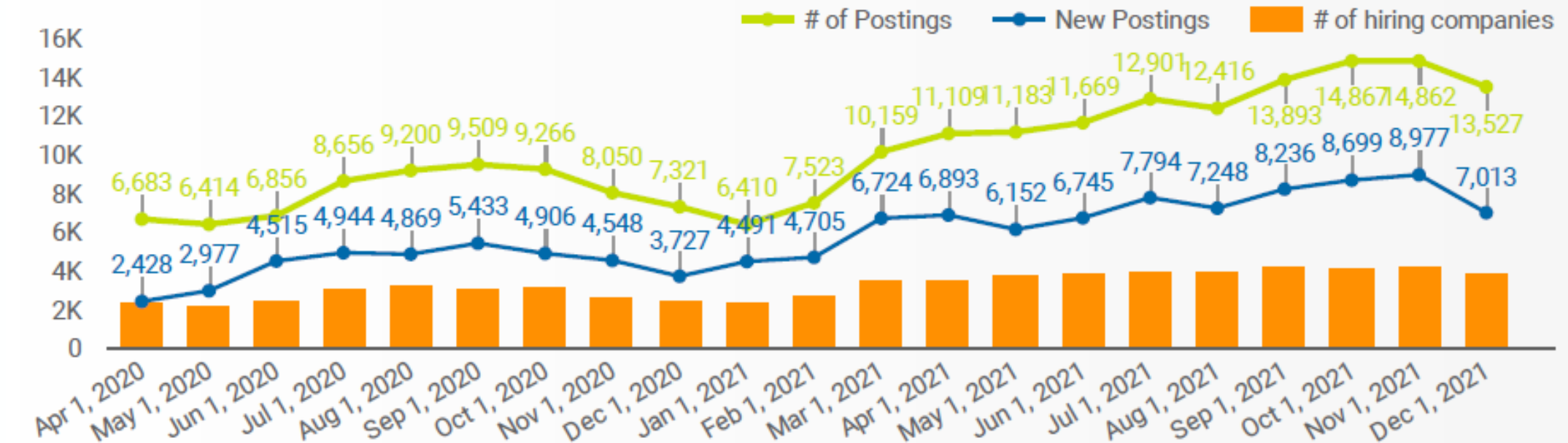
- Multiple tools in one location for convenience and customization



Our Findings:

JOB POSTINGS BY MONTH FOR ELGIN, MIDDLESEX, OXFORD

How many job postings were active for at least 1 day this month?



NOTE: This graph cannot be filtered using the controls on the cover page

Data for October 2021

The Board

- Accessed under “Regional Job Listings”
- Over 44 websites aggregated
- Jobs refresh on the hour
- Filters allow more specific search, combine filters to be even more custom
- Powerful search function combines keywords
- Language tag and translation option available



The Map



- Each bubble represents general number of jobs, each briefcase represents a specific posting
- All the same filters as the board
- Cross reference job postings with bus routes, find nearby childcare, disability services and more

Explore Careers

- Informs job seekers on career paths using real time data
- Start by resizing bubbles by availability or salary
 - Then, narrow in on a sector or use the search function to find a role
 - Hover over the desired job to see paths leading in or out
 - Click on related jobs to see skills, salary info and live job openings



Occupation Library



- Online library of occupations
 - Includes links to current job postings
 - Sector where these occupations are employed
 - Wage data (from census)

Sector Library

- Information by sector of the economy
 - Current job openings
 - What companies are hiring
 - Description of what is included in the sub-sector



Create an Account



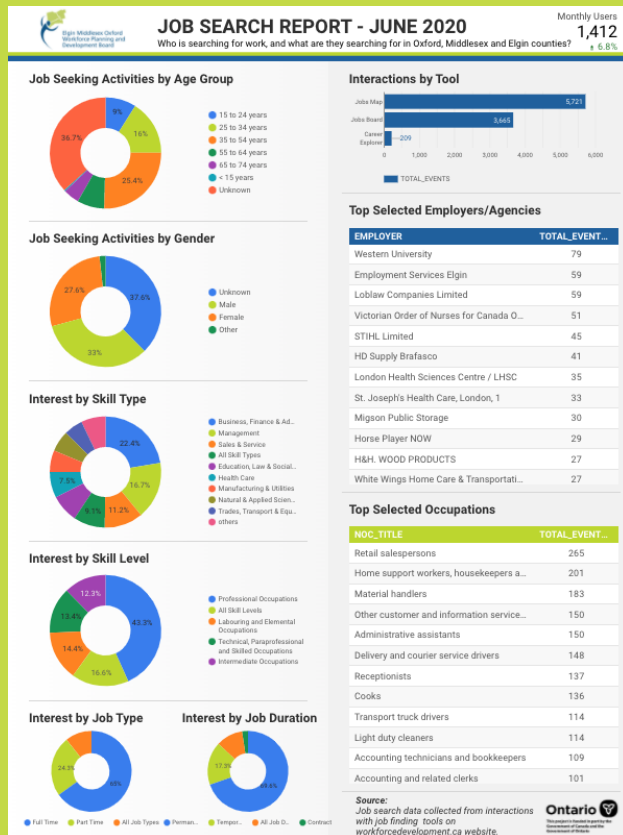
- Log In/Sign Up to create an account
- Can follow occupations or sectors and they feed directly into your personal account
- Customize what you want to follow in your job search

Career Calculator

- Compare your potential earnings for your current job versus a new career
- Gives you the return on investment if you decide to return to school



Data Tools



- The Job Demand report is a monthly report based on the demand side of the job board
what occupations are most in demand, where are the jobs, what sectors are hiring, etc.
- Job Search Report
- Skills Report – customized
- Census Map for visualizing census data

Demo

www.workforcedevelopment.ca



Thank You

Deb Mountenay
Executive Director
EMOWPDB
info@workforcedevelopment.ca





Middlesex Centre Archives Fundraising Online Auction

www.filsonauction.com

Bidding Starts: Feb. 5, 2022

Bidding Ends: Feb. 10, 2022

Many Unique Items

**Books (Historical, Children's)
Antiques, Stained-Glass Window,
Handwork, Artwork, iPad, Tools, Toys,
Appliances, Gift Certificates, Clothing
Garage Door-Opener, Vintage Games,
Rides (Balloon & Antique Car)
Curling Stones (Antique & Modern)**

Many donated items from local businesses
REMEMBER TO SHOP LOCAL!

MIDDLESEX-LONDON BOARD OF HEALTH

Meeting Update

BOARD OF HEALTH MEETING – January 20, 2022, 7 p.m.

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

[Complete Agenda Package](#)

Approved: [December 09, 2021 Board of Health meeting minutes](#)

Received: [December 07, 2021 Finance and Facilities meeting minutes](#)

Reports	Reports Received and Approved by the Board of Health
Board of Health By-law No. 3 (Procedural By-law) and Policy G-270 Amendment Report No. 01-22)	It was moved by Mr. Mike Steele , seconded by Mr. Matt Reid that the by-law be read for the first time. <div style="text-align: right;">Carried</div>
	It was moved by Mr. John Brennan , seconded by Ms. Kelly Elliott that the by-law be read for a second time. <div style="text-align: right;">Carried</div>
	It was moved by Mr. Reid , seconded by Mr. Steele that the by-law be read for a third time and adopted. <div style="text-align: right;">Carried</div>
	It was moved by Ms. Elliott , seconded by Mr. Reid to amend Governance Policy G-270, including its Appendix C to note the division of the Secretary and Treasurer roles. <div style="text-align: right;">Carried</div>
Election of 2022 Board of Health Executive and Other Procedures (Report No. 02-22)	It was moved by Ms. Elliott , seconded by Mr. Reid to approve the Terms of Reference for the Finance and Facilities Committee. <div style="text-align: right;">Carried</div>
	It was moved by Mr. Brennan , seconded by Mr. Steele to approve the Terms of Reference for the Governance Committee. <div style="text-align: right;">Carried</div>
	It was moved by Ms. Elliott , seconded by Mr. Brennan , that Mr. Reid be nominated for Chair of the Board of Health for 2022. <div style="text-align: right;">Carried</div>
	It was moved by Ms. Elliott , seconded by Mr. Brennan , that Mr. Reid be acclaimed as Chair of the Board of Health for 2022. <div style="text-align: right;">Carried</div>
	It was moved by Ms. Aina DeViet , seconded by Mr. Brennan , that Ms. Elliott be nominated for Vice-Chair of the Board of Health for 2022. <div style="text-align: right;">Carried</div>

	<p>It was moved by Ms. Maureen Cassidy, seconded by Mr. Steele, <i>that Ms. Tino Kasi be nominated for Vice-Chair of the Board of Health for 2022.</i></p> <p style="text-align: right;">Carried</p> <p>It was moved by Ms. Mariam Hamou, seconded by Ms. Cassidy, <i>that</i></p> <ol style="list-style-type: none"> 1) <i>Nominations for the position of Vice-Chair be closed; and</i> 2) <i>Ms. Elliott be elected by majority as Vice-Chair of the Board of Health for 2022.</i> <p style="text-align: right;">Carried</p> <p>It was moved by Ms. Cassidy, seconded by Mr. Steele, <i>that Ms. Emily Williams be nominated for Secretary of the Board of Health for 2022.</i></p> <p style="text-align: right;">Carried</p> <p>It was moved by Mr. Steele, seconded by Mr. Brennan <i>that</i></p> <ol style="list-style-type: none"> 1) <i>Nominations for the position of Secretary be closed; and</i> 2) <i>Ms. Williams be elected as Secretary of the Board of Health for 2022.</i> <p style="text-align: right;">Carried</p> <p>It was moved by Ms. Cassidy, seconded by Ms. Hamou, <i>that Ms. Williams be nominated for Treasurer of the Board of Health for 2022.</i></p> <p style="text-align: right;">Carried</p> <p>It was moved by Ms. Tino Kasi, seconded by Ms. Cassidy, <i>that</i></p> <ol style="list-style-type: none"> 1) <i>Nominations for the position of Treasurer be closed; and</i> 2) <i>Ms. Williams be elected as Treasurer of the Board of Health for 2022.</i> <p style="text-align: right;">Carried</p> <p>It was moved by Mr. Brennan, seconded by Ms. Hamou, <i>that Mr. Steele, Mr. Selomon Menghsha, and Ms. Cassidy be appointed to the Finance & Facilities Committee for 2022.</i></p> <p style="text-align: right;">Carried</p> <p>It was moved by Mr. Brennan, seconded by Ms. Cassidy, <i>that Ms. DeViet, Ms. Kasi, and Mr. Steele be appointed to the Governance Committee for 2022.</i></p> <p style="text-align: right;">Carried</p> <p>It was moved by Mr. Steele, seconded by Ms. Hamou, <i>that the electronic ballots used in the election for the Vice-Chair be destroyed.</i></p> <p style="text-align: right;">Carried</p>
<p>Update on COVID-19 Recovery Recommendations and Planning for 2022: Organizational and Individual Wellness, and Sustaining Positive Change (Report No. 03-22)</p>	<p>It was moved by Ms. Cassidy, seconded by Mr. Steele, <i>that the Board of Health receive Report No. 03-22 re: “Update on COVID-19 Recovery Recommendations and Planning for 2022: Individual and Organizational Wellness, and Sustaining Positive Changes” for information.</i></p> <p style="text-align: right;">Carried</p>

Verbal COVID-19 Disease Spread and Vaccine Campaign Update	It was moved by Ms. Cassidy, seconded by Ms. Elliott , <i>that the Board of Health receive COVID-19 Disease Spread and Vaccine Campaign verbal update for information.</i> Carried
Acting Medical Officer of Health Activity Report for December (Report No. 04-22)	It was moved by Ms. Hamou, seconded by Mr. Steele , <i>that the Board of Health receive Report No. 04-22 re: Acting Medical Officer of Health Activity Report for December for information.</i> Carried
Chief Executive Officer Report for December (Report No. 05-22)	It was moved by Ms. Cassidy, seconded by Ms. Elliott , <i>that the Board of Health receive Report No. 05-22 re: Chief Executive Officer Report for December for information.</i> Carried
January 2022 Correspondence Link	It was moved by Ms. Elliott, seconded by Ms. Cassidy , <i>that the Board of Health receive items a) and b) for information.</i> Carried

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee
From: George Kotsifas, Deputy City Manager, Planning and Economic Development
Subject: Odell Jalna Social Housing Provider Proposal
Date: February 1, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, that the following actions **BE TAKEN** with respect to the Odell Jalna Social Housing Provider Proposal report that;

- a) Civic Administration **BE DIRECTED** to work with the Board of Odell Jalna and the Ministry of Municipal Affairs to advance the provider's proposal; and
- b) Civic Administration **BE DIRECTED** to re-invest the anticipated future tax levy supported mortgage subsidy savings related to the Odell Jalna portfolio to address the long-term financial stability of the Odell Jalna portfolio.

Executive Summary

As outlined in the End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis Community and Protective Services report dated February 1, 2022. Many community housing providers (private non-profits and co-operatives) are reaching their end of the mortgage. When the mortgage has been paid off, the mortgage component of the operating subsidy from the Service Manager will be zero, reducing the amount of subsidy the housing provider receives.

As housing providers reach their EOM, it is becoming apparent that the current *Housing Services Act* funding formula developed many years ago is not adequate to sustain the viability of the housing stock in order to provide affordable housing in today's environment. London's community housing portfolio is aging. With the rising cost of operations, the extremely low prescribed market rents, and the significant capital repair needs, the financial funding model is not adequate. Without some form of additional subsidy, it is not financially feasible for all projects to continue to provide safe and appropriate affordable community housing.

As a transition to an improved legislative framework, the province announced the Community Housing Renewal Strategy and introduced new legislation – *Protecting Tenants and Strengthening Community Housing Act 2020* which incorporates amendments to the *Housing Services Act, 2011* intended to provide a streamlined legislative framework for community housing that will incent non-profit and co-operative housing providers to stay in the housing system once their original agreement and mortgages end. Civic Administration eagerly awaits guidance from the Ministry of Municipal Affairs and Housing (MMAH) and the new regulations, expected to be released sometime between spring and fall of 2022, for a better understanding of the provincial role going forward.

In anticipation of the new regulatory framework, the Municipal Housing division continues to look for options and innovative solutions outside the *Housing Services Act* framework to develop strategies to support housing providers' future sustainability.

The Board of Odell Jalna has presented the Service Manager with an innovative approach to maintaining the housing provider's financial stability and ensuring that no affordable community housing units are lost.

Linkage to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London:

Council and staff continue to recognize the importance of actions to support the 2019-2023 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Strengthening Our Community
- Building a Sustainable City

Strengthening our Community Strategic Area of Focus

The following strategies are intended to “increase affordable housing options”:

- Establish and revitalize community housing through a Regeneration Plan;
- Increase supportive and specialized housing options for households experiencing chronic homelessness;
- Strengthen the support for individuals and families in need of affordable housing;
- Utilize innovative regulations and investment to facilitate affordable housing development.

The following strategies are intended to achieve the result of reducing the number of individuals and families experiencing chronic homelessness or at risk:

- Create more purpose-built, sustainable, affordable housing stock in London;
- Implement coordinated access to mental health and addictions services and supports; and
- Improve emergency shelter diversion and rapid re-housing practices.

Housing Stability Action Plan

The City of London’s Housing Stability Action Plan focuses on increasing and maintaining affordable and quality housing options for individuals and families and reducing the number of individuals and families experiencing homelessness.

Analysis

1.0 Background Information

1.1 Background

The City of London’s Housing Stability Action Plan 2019 - 2024 identified the need to maintain the housing stock it has. The plan highlighted the need for more affordable housing stock in our community and that the shortage of safe, affordable housing options is impacting the stability and health of people across our community.

Provincial Non-Profits End of Mortgages

Community housing provided by non-profits and housing co-operative in projects that included provincial funding are distinct from federal projects. These provincial projects had their original operating agreements terminated when responsibilities were devolved to the Service Manager. The rules and requirements governing operations, including rules for how projects are funded, were taken from the original agreements, and transferred into legislation (originally through the *Social Housing Reform Act, 2000*, subsequently replaced by the *Housing Services Act, 2011*).

When the original operating agreements were replaced with a legislative framework, the legislation did not specify when the provider’s obligations to provide subsidized housing would conclude.

Provincial projects that are not officially removed from O. Reg. 368/11 under the *Housing Services Act, 2011*, must continue to provide affordable housing (including Rent Geared to Income - RGI) in accordance with the Act. In exchange, housing

providers continue to receive a subsidy from their Service Manager, which is calculated according to the funding formula set out in O. Reg 369/11.

The funding formula generally incorporates three (3) main components:

- 1) Operating Subsidy – which includes
 - a) Benchmark Revenue less
 - b) Benchmark Operating Costs and
 - c) Provider's Shelter Mortgage
- 2) RGI subsidy; and
- 3) Property Tax subsidy

When the mortgage has been paid off, the mortgage component of the operating subsidy will be zero.

This funding formula in O. Reg. 369/11 under the Act represents the minimum Service Manager subsidy required for a housing provider. Service Managers have the discretion and flexibility to provide a subsidy greater than the minimum requirements from other municipal resources.

Legislative Framework

The Minister can end a housing provider's obligations under the *Housing Services Act* by removing the project from regulation O. Reg. 368/11. This process occurs on a case-by-case basis and is often referred to as 'delisting'. To date, most examples of de-listing relate to federal projects after their operating agreement ends.

Obligations for provincial projects remain in place so long as they are listed in O. Reg. 368/11. Even in situations where a provider's mortgage has matured and/or the provider receives nil (\$0) in total subsidy from the Service Manager, the housing provider remains bound by the *Housing Services Act* so long as they are listed in O. Reg. 368/11. If a provincial project is de-listed from the *Housing Services Act*, the provider may no longer be entitled to legislative and regulatory exemptions or Service Manager investments.

As part of the *Protecting Tenants and Strengthening Community Housing Act* amendments to the *Housing Services Act*, the MMAH has placed a pause of removing housing projects from O. Reg. 368/11 for a three (3) year period (expect to end fall of 2022) however exceptions may be considered on a case-by-case basis. Once a provincial project is removed from the Act (de-listed), the Service Manager's legislative protections through the *Housing Services Act* are no longer in place however under the new provisions, community housing providers could voluntarily enter into service agreements or exit agreements with Service Managers related to the administration of housing projects.

1.2 Previous Reports Related to this Matter

In addition to these, the following reports provide direct and relevant background to local housing needs and plans:

- [2021 Mid-Year Update Housing Stability for All Plan](#) (CPSC: September 21, 2021)
- [Housing Stability for All Plan 2020 Update](#) (CPSC: May 11, 2021)
- [Letter of Mayor Holder to CPSC Re: 3,000 Unit Challenge](#) (CPSC: March 30, 2021)
- [Housing Quarterly Report](#) (CPSC: October 6, 2020)
- [Capital Repair and Improvement Program Approval of Loan Agreement](#) (CPSC: August 12, 2020)
- [Housing Quarterly Report](#) (CPSC: July 15, 2020)
- [Municipal Council Approval of the Housing Stability Plan 2019 to 2024...](#) (CPSC: December 3, 2019)
- [Homeless Prevention and Housing Plan 5 Year Review and Update](#) (CPSC: June 17, 2019)

- [Request for Proposal 18-05 Social Housing Building Inventory – Building Condition Assessment and Reserve Fund Studies](#) (CPSC: June 18, 2018)
- [End of Operating Agreements \(EOA\) for Social Housing Providers in London and Middlesex County](#) (CPSC: February 18, 2015)

2.0 Discussion and Considerations

2.1 Provincial Non-Profit Housing Provider Proposal

The Odell-Jalna portfolio includes 4 properties for a total of 246 units with 210 designated as RGI and 36 low-end market rent (currently at approximately 50% of Average Market Rent). The Homes Unlimited portfolio includes 5 properties for a total of 278 units. Merging with the Homes Unlimited portfolio provides the unique opportunity adjust the deep subsidy tenant mix in Odell Jalna's projects.

Both Odell-Jalna and Homes Unlimited are governed by the same volunteer Board of Directors. In 2017, Homes Unlimited and Odell-Jalna corporations undertook the development of a five-year Strategic Plan. Adopted by both boards early in 2018, the Strategic Plan sets out a series of goals and actions that aims to improve operational effectiveness and expand the development of new affordable housing in London. The number one goal in the Strategic Plan is to facilitate the merger of Odell-Jalna with Homes Unlimited. The merged corporation will eliminate duplications and inefficiencies.

The City of London, as the Housing Service Manager, was approached by Odell-Jalna in 2019 regarding a proposed merger that would essentially merge the Odell-Jalna social housing portfolio with their Homes Unlimited affordable housing portfolio. Municipal Housing has been meeting with the board on several occasions to discuss the merger proposal and to develop shared objectives and goals (such as: maintaining existing RGI units, minimizing additional government subsidy, addressing capital requirements, developing a sustainable financial model, determining a framework approach, and the engagement with the MMAH).

The board's proposal also requested the Service Manager's support in de-listing from the *Housing Services Act* in an effort to access favourable refinancing rates, access existing property equity for capital repairs, minimize the administrative burden, promote a broader mix community approach across the Odell-Jalna and Homes Unlimited portfolio, and provide operational flexibility.

All of Odell-Jalna's 4 properties are identified as provincial projects, which all have been included in the board's proposal:

- Jalna Woods (64 units: 50 RGI and 14 Low Market Rent) - mortgage expires June 1, 2022;
- Odell Place (67 units: 57 RGI and 10 Low Market Rent) - mortgage expires July 1, 2024;
- Wavell Village (55 units: 49 RGI and 6 Low Market Rent) - mortgage expires October 1, 2024; and
- Ottaway Place (60 units: 54 RGI and 6 Low Market Rent) – mortgage expires October 1, 2029

Conversations and efforts between the Service Manager and the board focused on establishing a financial model that promotes the housing provider's operating financial sustainability, is within the City's existing approved funding, supports future capital planning needs, and continues to support the current RGI & affordable housing tenants.

2.2 Capital Assessment

In 2020, the Municipal Housing division finalized the building condition assessment (BCA) for the City's social housing portfolio. As the Service Manager, the City assisted community housing providers in gathering this information to support the development of their capital planning and reserve fund requirements.

The BCA report highlights a Facility Condition Index (FCI) for each property at the time of inspection and for Odell-Jalna’s portfolio, the following represents Odell Jalna’s property’s FCI results:

Property	FCI %	Condition	Comments
Jalna Woods	2%	Good	Asset in reasonable condition and does not require major capital expenditures over the next 3 years
Ottaway Place	3%	Good	Asset in reasonable condition and does not require major capital expenditures over the next 3 years
Wavell Village	6%	Fair	Asset is deteriorating and requires capital expenditures. Will likely become poor condition within a few years if repairs are not addressed
Odell Place	7%	Fair	Asset is deteriorating and requires capital expenditures. Will likely become poor condition within a few years if repairs are not addressed

Note: The FCI term is used to describe the relative condition of a facility to the current replacement value of that facility. The FCI % is a calculation of the required capital investment divided by the current replacement value of the facility.

The BCA analysis included a review of the building envelope, structure, interior, mechanical and electrical components, and general life safety items. These items were evaluated on the following criteria:

- Good condition: > 8 years. The capital item is an original installation or, has recently been installed/replaced, with no visible reduction or anticipated reduction in performance, and should remain in good condition for several more years, provided that proper maintenance is performed regularly;
- Fair condition: 4 – 7 years. The capital item is in a condition which is typical of its age or, based on use;
- Poor condition: 1 – 3 years. The capital item is nearing or at the end of its useful service life and should be replaced/repaired soon;
- Immediate: Health & Safety, Serious Code infraction.

Also, the BCA analysis identified the following priority ratings:

- Priority A – Life Safety: Hazardous conditions which could lead to critical or severe injury;
- Priority B – Structural Integrity: Conditions which if left uncorrected can reasonable be expected to lead to the deterioration of structural elements of the building;
- Priority C – Legislative Requirements: Conditions which are not in compliance with legislative requirements;
- Priority D – Reached their useful life or to maintain tenants’ quality of life: Replacement or upgrading of building elements which have reached the end of their useful life, and which must be upgraded to maintain tenants’ quality of life, and prevent the building from becoming physically or functionally obsolescent; and
- Priority E – Cost Efficiency Initiatives: Upgrades related to cost-effective initiatives which improve the operational efficiency of a building, particularly in the area of energy efficiency, and which have a reasonable payback.

The following chart highlights Odell-Jalna’s BCA findings:

Priority	2022 – 2025	2026 - 2030	2031 - 2035	2036 - 2040
Priority A	\$537,000	\$19,000	\$242,000	\$198,000
Priority B	\$90,000	\$125,000	\$143,000	\$163,000

Priority C	\$0	\$0	\$216,000	\$50,000
Priority D	\$4,122,000	\$3,700,000	\$5,994,000	\$7,288,000
Priority E	\$63,000	\$2,000	\$20,000	\$20,000
Total A to E	\$4,812,000	\$3,846,000	\$6,615,000	\$7,719,000
Total A to C	\$627,000	\$144,000	\$601,000	\$411,000

Note: Odell-Jalna’s 2019 year-end Reserve Fund balance for the portfolio was approximately \$405,000.

Total Priority A to E is provided to represent the complete BCA portfolio findings and Priority A to C represents the minimal investment from the BCA portfolio findings.

2.2 Analysis

In 2021, the Municipal Housing division secured the services of the Housing Service Corporation (HSC) to support the board and the Service Manager through a financial model review to develop a financial sustainability framework. The Municipal Housing division has concluded our work with the HSC and the board and has developed a financial sustainability model governed by maintaining Odell-Jalna’s current net municipal funded subsidy funding (currently approximately \$1.2 million which includes potential loss of Gazette mortgage funding of approximately \$0.287 million for 2022 however a further loss of Gazette funding of approximately \$0.339 million would also be realized as a result of de-listing) and refinancing the existing four (4) Odell-Jalna properties to meet the above future portfolio capital need priorities (A through E). Essentially, the financial sustainability model requires reinvesting the mortgage savings from Odell Jalna’s social housing portfolio in order to maintain existing subsidy levels. As noted above, this mortgage savings reinvestment framework is not unique to Odell Jalna and will likely be required as a tool for many other housing providers.

Most recently, the Municipal Housing division consulted with MMAH to confirm the process to which a de-listing request can be accepted and what considerations are required. For any housing provider to be de-listed from the Act, a business case submission is required from the Service Manager that highlights:

- 1) Background / context;
- 2) Description of the housing provider, affected buildings, and composition of RGI and Market units;
- 3) Description of circumstances necessitating delisting during the de-listing pause;
- 4) Description of consequences if de-listing request is not granted;
- 5) Service Manager will still be able to meet its legislative RGI targets;
- 6) Tenant selection for RGI units will still utilize the City’s Centralized Waitlist;
- 7) What, if any, impact does this have on existing tenants and how is it mitigated;
- 8) How with the Service Manager ensures that the longstanding public investment the projects are preserved;
- 9) Results of a comprehensive evaluation;
- 10) Property Tax implications;
- 11) Any financial penalties to consider; and
- 12) What would the new funding relationship with the Service Manager be.

Subject to Council approval of the recommendations in this report, the Municipal Housing division can proceed to finalize a business case submission to the MMAH on behalf of the Service Manager and Odell Jalna and begin developing a subsequent Service Agreement with Odell Jalna to secure the future relationship for the delivery of Odell Jalna’s social and community housing units with the Service Manager. The Service Agreement will be the new tool to ensure Odell Jalna’s commitment to maintaining (at a minimum) the current level of RGI and affordable units.

3.0 Financial Impact and Considerations

3.1. Financing Impact

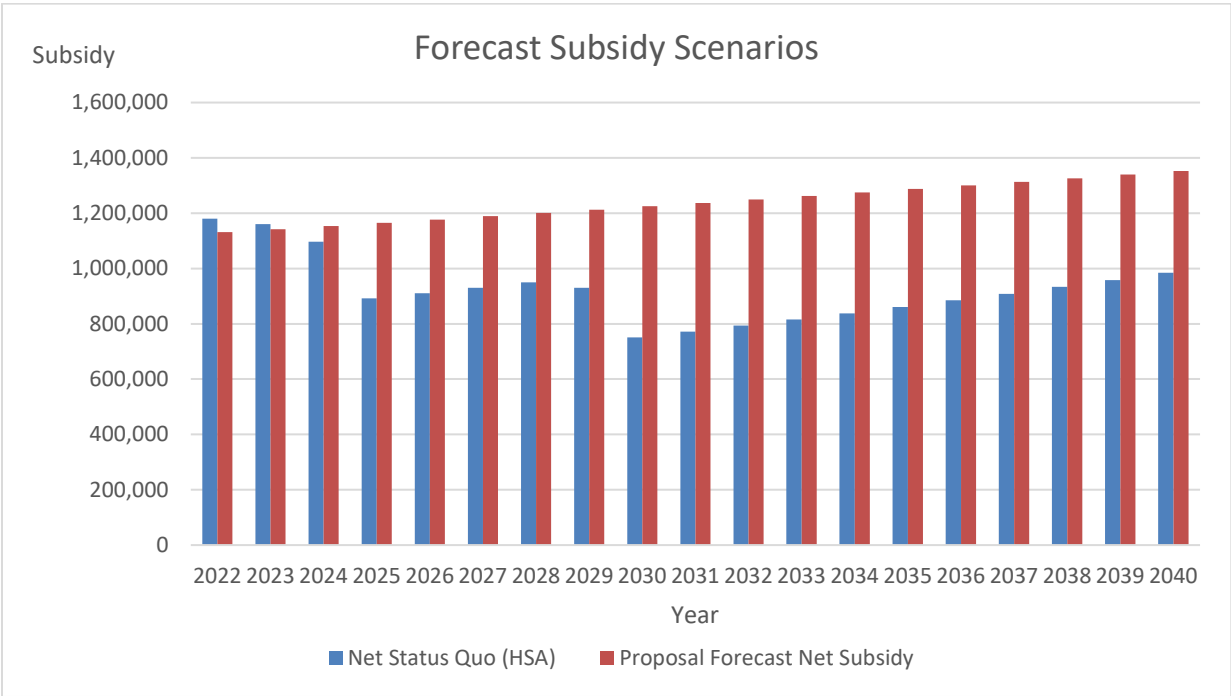
Based on the financial review done by HSC, the current Status Quo is forecasting a decrease in mortgage subsidy funding requirement to Odell Jalna according to the

funding formula prescribed in *Housing Service Act*. This decrease reduces the Service Manager’s *Housing Services Act* responsibility to fund, thus produces ‘mortgage subsidy savings’ for the Service Manager. Mortgage subsidy savings for Odell Jalna’s portfolio will be realized incrementally between 2022 and 2029 as the remaining mortgages mature. As the housing provider’s mortgages mature, it is expected that Odell Jalna’s subsidy funding will decrease from \$1.466 million in 2022 to \$0.750 million in 2030. The Service Manager (City)’s required contribution to fund the subsidy will decrease from \$1.180 million in 2022 to to \$0.750 million in 2030.

Status Quo	2022	2023	2024-2027	2028-2040
Estimated - Subsidy Funding to Odell Jalna (Status Quo based on HSA)	1,466	1,364	3,966	11,380
Gazette Funding	(287)	(204)	(136)	-
Status Quo - Service Manager Portion (tax levy funded)	1,180	1,160	3,830	11,380
Proposed Approach	2022	2023	2024-2027	2028-2040
Proposal - Subsidy Funding to Odell Jalna	1,131	1,142	4,685	16,582
Gazette Funding	-	-	-	-
Proposal - Service Manager Portion (tax levy funded)	1,131	1,142	4,685	16,582
Forecasted Subsidy Above HSA Requirement	(49)	(18)	855	5,202

The financial review completed by HSC also explored other funding models that may enable Odell Jalna to achieve operational flexibility, while giving consideration to the impacts to the Service Manager’s subsidy contribution and ability to support long-term financial sustainability of Odell Jalna. Based on the analysis, the scenario where the Service Manager maintains the current level of funding (estimated at \$1.131 million in 2022) and only increased with inflationary consideration was supported. Based on this model, the City saves approximately \$0.066 million in subsidy (forecast as per the *Housing Services Act* funding formula) between 2022 and 2023 with Odell Jalna’s proposal however the proposal requires maintaining the subsidy in 2024 and beyond. The total subsidy forecast above what would otherwise be required by the *Housing Service Act* totals \$5.990 million from 2022 to 2040.

Below is a graph illustrating the comparison between the Status Quo (HSA subsidy) and the Proposal Scenario:



As per the End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis Community and Protective Services report dated February 1, 2022, Civic Administration is recommending to reinvest social housing mortgage subsidy savings to support social housing providers in achieving financial sustainability. With the approval of the recommendation in that report, Civic Administration proposes to support Odell Jalna’s proposal and to work with the Board of Odell Jalna and the Ministry of Municipal Affairs to enter into a new service agreement that will be consistent with the current level of funding while maintain existing community housing by improving Odell Jalna’s financial sustainability.

Conclusion

The need for maintaining existing affordable community housing units is happening across Canada and significantly impacting larger urban centres like London. This report reflects the needs of the City to re-invest expected realized savings back into the housing system as a framework to maintain access to affordable community housing.

These investments are essential to securing the financial tools to support our housing providers’ financial needs when their projects reach their EOA/EOM and to preserve access to existing affordable community housing.

The Board of Odell Jalna has presented the Service Manager with an innovative approach to maintaining the housing provider’s financial stability and ensuring that no affordable housing units are lost. The Municipal Housing division supports continuing to work with the Board of Odell Jalna and the MMAH and views this proposal as an innovative approach and pilot that might provide similar strategies for other housing providers facing similar challenges.

Prepared by:	Dave Purdy, Manager Municipal Housing
Submitted by:	Patrick Cooper, Director, Municipal Housing Development
Recommended by:	George Kotsifas, Deputy City Manager, Planning and Economic Development



Committee of the Whole

Meeting Date: February 8, 2022

Submitted by: Brent Kerwin, Strathmere Lodge Administrator

Subject: Strathmere Lodge Census Report for December 2021

ACTIVITY

	Regular Stay		Short Stay
	Current month	Year to date	Current month
Number of Move-Ins	5	62	0
Number of Deaths	2	53	-
Number of Move-Outs			
- to community	0	2	0
- to other Homes	1	1	0
- to hospital	0	0	0
Number of Residents at Month End	156		0
Approved occupancy numbers	159		1

REGULAR STAY WAITING LIST

Current 182 [90 private]

Previous month 172 [85 private]

Same month last year 153 [57 private]

OCCUPANCY

Regular Stay Program

As at month end, one (1) resident in a private room is paying the basic rate.

Occupancy	Current month	Year to date
All beds [Minimum required for full funding = 97%] No funding penalties resulting from pandemic, per Ministry	98.42%	97.13%
Preferred Accommodation [Maximum allowed = 60%]	53.46%	Dec. 2021 – 53.77% Dec. 2020 – 56.19%

Short Stay [Respite] Program

[Minimum required = 50%; no penalties resulting from pandemic, per Ministry]

Number of days, year to date: **365**

Number of days used, year to date: **0**

Percentage used, year to date: **0%**

Number of clients served, year to date: **0 for 0 stays**



November 30, 2021

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

Dear Warden Burghardt-Jesson:

RE: LAS Natural Gas Program – 2019-20 Period Reserve Fund Rebate and Updated Agreement

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$3,016.21**.

This amount represents your municipality's share of the \$750 thousand reserve fund surplus being returned to members enrolled in the LAS Natural Gas Program during the 2019-2020 program year (November 1, 2019 - October 31, 2020). The rebate is based on actual consumption data and is being shared proportionately amongst all program members.

Commencing this year, on an annual basis, LAS program participants will receive a reconciliation of accounts along with the rebate payment. This reconciliation is intended for the recording and reporting of HST in relation to the supply and consumption of Natural Gas for the contract year. The supporting instructions and explanation are attached as **Appendix A** to this communication. *Please note, the reconciliation of accounts will be emailed to the program contact separately from LAS.*

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Eleonore Schneider, LAS Program Manager at ext. 320 or at eschneider@amo.on.ca.

Sincerely,

A handwritten signature in black ink that reads "Judy Dezell". The signature is fluid and cursive.

Judy Dezell
Director

CC: Anne Arnott, Accounts Receivable Clerk

**Ministry of Northern Development,
Mines, Natural Resources and
Forestry**

Resources Planning and Development
Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

**Ministère du Développement du Nord, des
Mines, des Richesses Naturelles et des
Forêts**

Direction des politiques de planification et
d'exploitation des ressources
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7



Subject: Proposed regulatory changes under the Aggregate Resources Act

Dear Ontario Heads of Council and Clerks,

The Ministry of Northern Development, Mines, Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

I am writing to inform you, the Ministry of Northern Development, Mines, Natural Resources and Forestry is proposing regulatory changes under the *Aggregate Resources Act*. These changes will harmonize with Ministry of the Environment, Conservation and Parks' new provincial requirements under the *Environmental Protection Act* (EPA) for soil that is moved during construction activities to another site for a beneficial reuse (i.e., excess soil). Ontario Regulation 406/19, and Rules for Soil Management and Excess Soil Quality Standards include risk-based quality standards for the safe reuse of excess soil.

We invite you to review the changes and offer comments.

A complete summary of the proposed regulatory changes can be found on the Environmental Registry at the following address: www.ero.ontario.ca
Then search for notice: 019-4801

There are several ways you can comment on this proposal, including:

1. Directly through the Environmental Registry posting (click on the "Submit a comment" button)
2. By email to aggregates@ontario.ca, or
3. By mail to:

Resources Development Section
Ministry of Northern Development, Mines, Natural Resources and Forestry
300 Water Street, 2nd Floor South
Peterborough, ON K9J 3C7

If you have any questions you can contact Darryl Mitchell at (705) 313-2154.

Sincerely,

Jennifer Keyes,
Director, Resources Planning and Development Policy Branch

**Ministry of
Municipal Affairs
and Housing**

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

**Ministère des
Affaires municipales
et du Logement**

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



234-2022-61

Dear Head of Council:

The supply of housing in Ontario has not kept up with demand over the past decade and everyone has a role to play in fixing Ontario's housing crisis. More than ever, we need municipalities, non-profits and private industry to work with us to encourage the building of different kinds of housing – so that Ontario families have more affordable options.

To help support this important priority, I am pleased to provide you with an update on recent changes our government has made to help streamline and simplify Ontario's planning system.

Bill 13, the *Supporting People and Businesses Act, 2021*

Schedule 19 of Bill 13, the *Supporting People and Businesses Act, 2021* came into force December 2, 2021 upon royal assent.

Changes have been made to help streamline the planning system and, in some cases, help shorten approval timelines by providing municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now, subject to having appropriate official plan policies, delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws and the lifting of holding symbols, should they choose to.

You can find more information about these changes on the Environmental Registry of Ontario ([019-4419](https://www.ontario.ca/environmental-registry)) and the Regulatory Registry ([21-MMAH025](https://www.ontario.ca/regulatory-registry)) and some frequently asked questions are provided below.

At this time, I encourage you to review and update your existing delegation policies and consider exercising this new authority to help streamline your decision-making processes, and free up council's valuable time to focus on other more strategic matters.

Bill 276, the *Supporting Recovery and Competitiveness Act, 2021*

As you know, we also recently made *Planning Act* changes related to control of the division of land, including subdivision control, plans of subdivision, consents and validations through Bill 276, the *Supporting Recovery and Competitiveness Act, 2021*, which received Royal Assent on June 3, 2021. I am writing to confirm that Schedule 24 of Bill 276 and associated regulations came into force on January 1, 2022.

We are proud to make these changes, which will help save time and money for those involved in the land division approval process, including municipalities, landowners, purchasers and some lease holders. Our changes will continue to protect Ontarians when they buy and sell property, while making the rules of subdivision control clearer and simpler.

.../2

Your municipality may wish to consider whether adjustments to your land division application and review processes to align with the changes would be beneficial.

More information about these changes and the feedback we received during our consultation can be found on the Environmental Registry of Ontario ([019-3495 and 019-3958](#)) and Regulatory Registry ([Proposal 21-MMAH008 and Proposal 21-MMAH015](#)). Some frequently asked questions are provided below. Any further questions about the changes to the *Planning Act* and related regulations can be directed to ProvincialPlanning@ontario.ca.

Sincerely,



Steve Clark
Minister

c: Chief Administrative Officer

FAQs

Schedule 19 (Planning Act) to Bill 13, the Supporting People and Businesses Act, 2021

What changes have been made to the Planning Act?

- Changes to the Planning Act, Municipal Act, 2001 and City of Toronto Act, 2006 provide municipalities with discretionary authority to delegate additional decisions to committees of council or municipal staff for minor amendments to zoning by-laws like:
 - Temporary use by-laws
 - Lifting of holding provisions
- Before matters may be delegated, official plan policies will need to be developed to establish the type of minor zoning by-law amendments that may be delegated, such as authorization of temporary uses, the lifting of a holding symbol, and other minor zoning by-law amendments.

What types of “minor” amendments to a zoning by-law may be delegated?

- If a municipality would like to use this authority, official plan policies will need to be established to scope and define the types of “minor” zoning amendments that may be delegated. This could include matters like temporary use by-laws and by-laws lifting holding provisions.
- This approach is intended to allow for a locally tailored approach that reflects input from the public.

What types of conditions could council apply when delegating its authority?

- Council will have the ability to apply conditions on the delegation of its decision(s). These conditions would be determined locally when the official plan policies and implementing by-law for the delegation are being developed.

Will this new delegation authority alter the public meeting or appeal rights of the matters delegated?

- The delegation of additional planning matters would not alter any notice or public meeting requirements or limit appeal rights.

What other planning decisions can be delegated?

- Under the Planning Act, municipal council can delegate the following decisions to a committee of council, staff, or, in some cases, a committee of adjustment:
 - Community planning permit system permits
 - Approval of adopted lower-tier official plan amendments
 - Plans of subdivision and condominiums
 - Consents
 - Site plan
 - Validations
- Other planning matters, such as administrative functions related to by-laws, may be delegated by council based on the delegation provisions in the Municipal Act, 2001 (or City of Toronto Act, 2006).

Schedule 24 (Planning Act) to Bill 276, the Supporting Recovery and Competitiveness Act, 2021

What changes will be made to the Planning Act?

- The changes include technical, administrative and policy changes to provisions in sections 50, 51, 53, 54, 55 and 57 of the Planning Act related to control of the division of land, as well as other housekeeping or consequential changes.
- Upon proclamation, the changes will:
 - provide new exceptions to subdivision control and part lot control (i.e., exceptions from the need for land division approval) – for example, by preventing parcels from merging with other lands in certain circumstances
 - change the plan of subdivision process – for example, by aligning the requirements for public notice, information, and public meetings with other instruments under the Act
 - change the consent application process – for example, by requiring a municipality or the Minister, where requested, to issue a certificate for the retained land in addition to providing a certificate for the lands that are subject to the consent application, and
 - make other changes regarding subdivision control and its related processes – for example, by requiring that a decision on a validation conform with the same criteria which are applicable to consents.

What changes will be made with respect to “lot mergers”?

- Changes will be made to the subdivision control provisions to prevent lots from merging where lands were previously owned by, or abutted land previously owned by, joint tenants and where the ownership would have otherwise merged as a result of the death of one of the joint tenants.
- Outside of a “death of a joint tenant” scenario, lot mergers will continue to occur.

What changes will be made to the consent application process?

- Changes will be made to the consent application process to, for example:
 - permit a purchaser of land or the purchaser’s agent to apply for a consent
 - establish a new certificate of cancellation
 - provide for certificates to be issued in respect of retained land in addition to the lands that are subject to the consent application
 - provide for a standard two-year period during which the conditions of a consent must be satisfied, and
 - permit a consent application to be amended by an applicant prior to a decision about the consent being made by the consent-granting authority.
- Municipalities may need to modify or update certain administrative processes as a result of some of these changes.

What is a certificate for retained land?

- Changes to the Planning Act will provide for a consent-granting authority to issue a certificate for the retained land (the other part of the parcel approved through the land division process) resulting from certain consents.
- This certificate will show that the retained land has “consent” status.
- An applicant will need to specify in their application whether they are requesting a retained land certificate, and if so, require that a statement from a solicitor

confirming the extend of the owner's retained land be included as part of that application.

What is a certificate of cancellation?

- In some situations, the original consent granted for a parcel of land may no longer be wanted or needed. This could occur, for example, where a parcel created by consent may need to be widened to accommodate a driveway. In these cases, the original consent may need to be cancelled to ensure the revised parcel will function as a single unit.
- Changes to the Planning Act will allow owners to apply to the consent-granting authority for a certificate of cancellation for a parcel that was previously severed with a consent. The consent-granting authority may also require the owner to apply as a condition of approval.
- Once a certificate of cancellation is issued, the parcel would be treated as though the previous consent had not been given. This could mean that the parcel would merge with neighbouring lands that are owned by the same person.

What considerations need to be applied to validation requests?

- A validation can be used in place of obtaining a consent to the contravening transaction (transfer or other transaction that was made in breach of the Planning Act requirements) in certain situations; for example, where the landowners at the time of the contravention are not available to sign the new transfer documents.
- The validation allows the validation authority to consider each situation on its merits and decide whether a request to validate title should be supported. The validation authority may, as a condition to issuing the validation, impose conditions as it considers appropriate.
- Bill 276 will make changes to require that a decision regarding a validation must conform with the same criteria which are applicable to consents, for example:
 - having regard to provincial interests and the land division criteria set out in the Planning Act
 - ensuring the validation is consistent with the Provincial Policy Statement and conforms, or does not conflict, with provincial plans, and
 - ensuring the validation conforms with all applicable official plans.



ECONOMIC DEVELOPMENT STRATEGIC PLAN ALIGNMENT WITH OFFICIAL PLAN

FINAL REPORT DECEMBER 2021

2021
COUNTY OF MIDDLESEX



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1. Executive Summary

Middlesex County recently completed the County Economic Development Strategic Plan and is currently in the process of updating the County Official Plan. Significant work in updating the Official Plan occurred in the first part of 2021 and a working document showing potential amendments to the Official Plan for the purpose of further consultation was completed on September 9, 2021.

The County engaged the services of MDB Insight to ensure that there is alignment between the recently completed County Economic Development Strategic Plan and the forthcoming update to the County Official Plan. MDB Insight examined how other upper-tier municipalities have approached the modernization of policy language that more effectively supports sustainable economic growth in a rural setting.

A review of relevant background documents revealed a range of themes that could/should be addressed in the forthcoming Middlesex Official Plan update. The Main Themes identified in discussion with County Planning staff and reviewed against a select number of County Official Plans are listed in Figure 1 below.

Figure 1: Main Themes

- Support for Broadband Infrastructure
- Support for Agriculture/Agri-Business Opportunities
- Support for Employment Lands
- Support for Community Improvement Plans
- Support for Economic Diversity/Economic Prosperity
- Support for Affordable and Accessible Housing
- Support for Arts, Cultural and Tourism
- Support for Quality of Place and Cultural Heritage

In consultation with County Planning staff seven municipal official plans of County's within Ontario were identified and reviewed. These County's were selected based recent updates to their Official Plans and the similarities between the County's and Middlesex County:

Figure 2: Comparative Official Plans

- Norfolk County (2021)
- County of Wellington (2021)
- Prince Edward County (2021)
- County of Lambton (2020)
- County of Perth (2020)
- Huron County (2015)
- County of Elgin (2015)



MDB Insight met with County Planning staff and the Economic Development Strategic Plan Steering Committee on two occasions to discuss the Main Themes and proposed draft policies for inclusion in the County Official Plan update. It was determined that in some areas the Official Plan Amendment Draft (September 2021) contained sufficient modernized policy language, and this is presented within this report under each of the Main Themes. Where MDB Insight suggested changes to the policy framework, this was discussed with staff and the steering committee to ensure a level of agreement with the approach. During discussions with the Steering Committee, it was recommended that definitions within the Official Plan should be updated based on the recommended policies listed below. For example, Indigenous history should be added to the definition of *Cultural Heritage* within the Official Plan update.

The recommended draft policies under each Main Theme are based on the background research and consultation with the County's Steering Committee and represent alignment with the County Economic Development Strategic Plan.

2. Recommended Official Plan Policies

2.1 Support for Broadband Infrastructure

The *Communication and Transmission* Infrastructure section of the Amendment Draft is relevant and speaks to the location of infrastructure and mitigating negative impacts within sensitive areas. However, it is recommended that the proposed draft policy statement be added to section 2.4.3 of the Official Plan to illustrate the importance of reliable broadband in attracting and retaining businesses within the County:

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

Section 2.4.3 Communication and Transmission Infrastructure

"The County's Strategic Plan encourages the construction of scalable, equitable broadband infrastructure. The location of communication and transmission infrastructure can have a significant impact on the Natural Heritage System as well as the built environment. It is important that these facilities be designed and located to minimize negative impacts wherever possible."

2.4.3.1 I) "Require the installation of broadband infrastructure within new developments."

2.3.4 Economic Development

"b) cooperate with local municipalities, the business community and other agencies to ensure that employment centres are served by modern infrastructure systems including road, rail, and telecommunications networks."

Proposed Draft Policy

The following proposed draft policy should be added to section 2.3.4. Economic Development:

2.3.4 h) Broadband infrastructure will be supported within the County as a means to encourage future employment opportunities including home-based businesses, self-employment, attraction of new businesses (particularly those within the creative and knowledge economies) and ensuring the commercial viability of existing businesses particularly within our towns, villages and hamlets. The



County supports the provision of reliable, consistent, high quality and affordable telecommunications throughout the County.

2.2 Support for Agriculture/Agri-Business Opportunities

Agriculture is a significant sector within the County of Middlesex and the Official Plan Amendment includes language that address on-farm diversified uses. On-farm uses can vary significantly therefore clear provisions and definitions will need to be added to the Official Plan. As well, in the interest to manage on-farm uses they should be subject to zoning provisions and site controls with consideration of an approval process that address the size, scale of the use and off-site impacts.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.4 Economic Development

“g) support opportunities to create a stronger and sustainable agricultural sector including the local agri-food system”

3.3.5. Agriculture-Related and On-Farm Diversified Uses

“Agriculture-related and on-farm diversified uses directly related to, and supportive of, agricultural operations, including feed mills, grain drying, abattoirs, kennels, stables and veterinary clinics may be permitted providing the following policies are considered:”

This section has working policies a) through h).

Proposed Draft Policy

The following proposed draft policy should be added to section 2.3.4. Economic Development to address opportunities for on farm home-based businesses and providing for additional value-added business to existing farming operations:

2.3.4 i) Home businesses are home occupations and home industries that are secondary to the principal use of the property and may be allowed, subject to zoning provisions, as a means of supplementing farm incomes and providing services in agricultural areas and may include: small home occupations conducted from the main residence with employment normally limited to the occupants of the property – examples include bed and breakfast, day care, hairdresser, and professional services.

2.3.4 j) Farm businesses are small scale businesses that provide value-added products from the farm and may be allowed subject to zoning provisions – examples include: farm vacation enterprises; cottage wineries; value-added processing or packing; sales outlets for agricultural products produced on the farm; seed cleaning, pick-your-own, catch-your-own operations.

2.3 Support for Employment Lands

In an effort manage future growth within the County it is recommended to add the proposed draft policies to section 2.3.4 of the Official Plan. The Middlesex County Economic Development Strategy 2021-2025 and the Middlesex County’s Strategic Plan 2021-2024 both address the importance of



employment lands to enable the attraction and retention of businesses, talent and investment.

The proposed draft policy sets timeframes for designating the supply of and maintaining an inventory of lands for future employment in the County.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.4 Economic Development

“2.3.4. a) Monitor the supply of employment land to ensure that a sufficient supply is available throughout the County and particularly in those municipalities with access to provincial highways and major arterial roads;

2.3.4. b) Cooperate with local municipalities, the business community and other agencies to ensure that employment centres are served by modern infrastructure systems including road, rail, and telecommunications networks”

3.2.3 Local Official Plans

“To achieve some consistency of approach, the County encourages local municipalities to include general development policies in their local official plan dealing with the following issues: g) employment area preservation and conversion policies.”

Proposed Draft Policy

The following proposed draft policy should be added to section 2.3.4. Economic Development:

2.3.4 k) The County will require municipalities to designate up to a 25-year supply of employment lands providing for a mix of employment opportunities,

2.3.4 l) The County will regularly update a municipal inventory of employment lands (industrial and commercial) to facilitate time sensitive responses to potential investors on the availability of suitable sites,

2.3.4 m) Where possible, the County will encourage multi-modal access to employment lands such as walking and cycling trails,

2.3.4 n) Rural Industrial Lands are intended to provide locations for business activities that may be better served by sites outside urban areas,

2.3.4 o) The County encourages municipalities to designate Rural Industrial Lands to accommodate industrial, manufacturing, and creative rural economy uses that typically require a larger building, larger lot, or outdoor storage area than is appropriate within the County's rural context. These uses often require separation from sensitive land uses to ensure compatibility and minimize off site adverse impacts. Example: Truck stops, warehousing, transport terminals, visitor information centres and vehicle refueling centres,

2.3.4 p) Rural Industrial Lands shall be industrial and limited commercial uses which do not use significant amounts of water in their operations, and which do not produce significant amounts of effluent, consistent with rural servicing levels which rely on private water and sanitary sewage systems.



2.4 Support for Economic Diversity/Economic Prosperity

It is recommended that the County consider adding the following proposed draft policies to section 2.3.4 of the Official Plan. The draft policies encourage employment diversity by balancing agriculture and industrial uses and promoting mixed-use spaces where appropriate. The draft policies provide the opportunity for the County to repurpose their own land as an economic stimulus when typical market drivers are weak and there is little to no investment in the County.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.4 Economic Development

“Economic development is an important component of the County’s Growth Management policy framework. Many long-term goals and objectives including those identified in the County’s Strategic Plan depend on economic activity and the opportunity for residents to live and work in the County.

Agriculture has been an economic mainstay in the County for many years and will continue to evolve as changes to the agricultural industry take place. In this time of change it is important that the County develop diversity in its economic base. The policies of this Plan are intended to protect the agriculture community while fostering new economic development opportunities.”

“a) monitor the supply of employment land to ensure that a sufficient supply is available throughout the County and particularly in those municipalities with access to provincial highways and major arterial roads”

“e) support local municipalities to promote economic development opportunities adjacent to Provincial 400 series highways where justified through an amendment to the local official plan”

Proposed Draft Policy

The following proposed draft policy should be added to section 2.3.4. Economic Development:

q) To meet the needs of small-sized businesses (particularly those with 10 or fewer employees) Municipalities are encouraged to promote the development of small and medium format commercial, multi-tenanted commercial and industrial facilities, and flexible use space options.

r) If municipal properties are deemed surplus or if they are underutilized, Municipalities are encouraged to zone the land for their potential to be re-purposed. An example would be lands zoned to permit a multi-tenanted facility with shared workspaces which could serve as incubators for new business. Example: repurposing institutional properties

2.5 Support for Arts, Cultural and Tourism

The current Official Plan Amendment is silent on the role of Arts, Culture and Tourism in the local economy. However, this theme is reflected in part under the Definitions section of the OP and within 2.3.9 Agricultural Area Policies. The proposed draft policy provides for promotion of this sector and particularly enhancing agri-tourism opportunities.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.9 Agricultural Area Policies



“Agriculture is the cornerstone of the County’s economy and culture.”

“Definition: ON-FARM DIVERSIFIED USES: means uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products.”

Proposed Draft Policy

The following policies should be added to Section 2.3.4. Economic Development:

2.3.4 s) A vibrant, dynamic arts and culture community contributes to the growth, prosperity and vibrancy of the County. Arts, Culture and Tourism adds to the uniqueness of the County and provides significant and vital contributions, both directly and indirectly, to economic development, quality of place, community sustainability and tourism.

The following policies should be added to section 2.3.9 Agricultural Area

2.3.9 t) The County will promote the development of agri-tourism and will work with member municipalities and agricultural representatives to form a clear explore options for the development of local agri-tourism, including identifying strengths, unique local attributes, opportunities, and potential links with value-added agriculture, local foods, potential new product markets, local heritage, recreation opportunities, and natural heritage and identifying the facilities, infrastructure, and resources necessary to support an agri-tourism industry. The development of agri-tourism must not interfere with agricultural operations.

2.6 Support for Quality of Place and Cultural Heritage

The amendment draft Official Plan is relevant and the proposed draft policy is intended to address retaining and attracting residents and businesses. A definition of cultural heritage should be developed that includes recognition of local Indigenous history.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.4. Economic Development

“d) encourage local municipalities to promote a high standard of urban design to create healthy vibrant communities which attract investment

f) support the retention of educational, health, recreational, cultural and religious facilities to ensure that the County’s communities are provided with those opportunities that facilitate growth and well-being. Such facilities provide a vital role in small communities and add economic vitality and a sense of place and community where quality of life is considered a major attraction for growth and development.”

Proposed Draft Policy

The following policies should be added to Section 2.3.4. Economic Development:

u) This Plan acknowledges quality of place and cultural heritage as necessary for retaining existing and attracting new residents, entrepreneurs, skilled labour, and business.



v) Local municipalities shall support strong urban design and revitalization where needed in downtown cores as a means of enhancing the quality of place.

2.7 Support for Affordable and Accessible Housing

Section 2.3.7. of the current Official Plan Amendment Draft is relevant and should remain. The following proposed draft policy should be added to address specific growth timelines and the promotion of higher residential densities.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

2.3.7 Housing Policies

“It is the policy of the County to encourage a wide variety of housing by type, size and tenure to meet projected demographic and market requirements of current and future residents of the County. These policies may be elaborated upon within local municipal official plans.

a) intensification and redevelopment, primarily within Settlement Areas, and in other areas where an appropriate level of physical services is or will be available in the immediately foreseeable future and subject to the policies of Section 2.3.6. In this regard, the County will require that 15 percent of all development occur by way of intensification and redevelopment.

b) the provision of alternative forms of housing for special needs groups, where possible.

e) housing accessible to lower and moderate income households. In this regard the County will require that 20 percent of all housing be affordable.”

2.3.7.2 Number, Range and Mix of Housing Units

“Local municipalities are encouraged to develop affordable housing targets that are generally consistent with the County’s target which provides the opportunity for housing accessible to lower and moderate income households.”

Proposed Draft Policy

The following policies should be added to Section 2.3.7. Housing Policies:

2.3.7 f) An adequate supply of appropriately scaled affordable housing forms in locations where community services and amenities are currently located or anticipated to be located in the future.

2.3.7 g) That residential growth can be accommodated for a minimum of 10 years through residential intensification, redevelopment and if necessary, land ands which are designated and available for new residential development.

2.3.7 h)) The County will maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a 3 year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.



2.8 Support for Community Improvement Plans

The Official Plan Amendment Draft speaks to legislation regarding Community Improvement Plans (CIPs) however the proposed draft policy provides a rationale for the promotion of CIPs to encourage redevelopment and address the supply of affordable housing within the County.

Relevant sections of the Middlesex County Official Plan Amendment Draft September 29, 2021:

Section 4.8 Community Improvement

“May generally be described as including activities, both private and public, which work towards maintaining, conserving, rehabilitating, and redeveloping the existing physical environment to accommodate the economic, cultural, and social priorities of the community.

Section 28 of the Planning Act allows upper-tier municipalities to pass by-laws designating the whole municipality or subject areas as community improvement areas. “

The following policies should be added to Section 4.8. Community Improvement:

Proposed Draft Policy

Where appropriate, Community Improvement Plans will be encouraged within lower tier municipalities:

- *when there is a specific area that is in need of improvement, remediation, rehabilitation or redevelopment,*
- *to facilitate and encourage community change in a coordinated manner,*
- *to address a lack of supply of sufficient affordable housing, and*
- *to stimulate private sector investment resulting in non-residential growth.*

If there is a desire to offer incentive programs aimed at redeveloping and/or marketing a commercial area, a prerequisite shall be the development of a Community Improvement Plan (CIP) within the local municipality. The Community Improvement Area (CIA) must have a viable or potential commercial function and the boundary must not be so broad as to dilute the CIP's effectiveness.



Appendix 1 – County of Middlesex Steering Committee Presentation October 2021



County of Middlesex OP Alignment Exercise

Steering Committee Discussion

Presented by: Lauren Millier, Schaun Goodeve, MDB Insight

Date: October 19, 2021



County of Middlesex OP Alignment Exercise

Agenda



Purpose of Exercise



Key Themes to Consider



Policy Research of Seven County Official Plans



Discussion



Next Steps

Steering Committee Discussion

2



Purpose of Exercise

- Review the objectives of the Economic Development Strategic Plan, Corporate Strategic Plan on the current Official Plan
- Identify the range of policy topics that should be supported by and reflected in the Official Plan
- Reflect on the County's current policy framework and compare to other relevant Official Plans
- Provide a matrix of policy statements that compare the County's current policy direction against the approach others have taken to address similar issues
- Prepare draft policy recommendations

Steering Committee Discussion

3



Corporate Strategic Plan Objectives

- Connecting Through Infrastructure
 - Encourage and advocate through partnerships, the construction of scalable, equitable broadband infrastructure recognizing our unserved and underserved areas
- Strengthening our Economy
 - Support opportunities to create stronger and sustainable agriculture sector
 - Create an environment that enables the attraction and retention of businesses, talent and investment
 - Support the development and prosperity of downtown core areas

Steering Committee Discussion

4



Economic Development Strategic Plan – Key themes

- Lifestyle is a key differentiator
- Location spurs business growth and entrepreneurship
- Broadband, transit, and infrastructure gaps limit growth
- Challenges of attracting and retaining talent
- Lack of housing options to accommodate growth
- Focus on agriculture and technology-based development
- Potential for remote workers
- Targeted focus on main streets and rural tourism
- FDI should build on existing strengths
- Focus on cohesion and collaboration



Economic Development Strategic Plan – Key objectives

1. Invest in people and places via rural revitalization
2. Entice talented workers and entrepreneurs to relocate here by leveraging the pace of rural life and nearby urban amenities
3. Attract investment in tech-based manufacturing, food production, and ag-tech
4. Advocate for investment readiness and implement improvements in business development services



Key Themes for the Official Plan Review

- *Community Improvement Plans*
- Broadband Infrastructure
- *Employment Lands including Conversion Policies*
- Economic Diversity/Economic Prosperity
- *Affordable and Accessible Housing*
- *Agriculture/Agri-Business Opportunities*
- *Support for Arts, Culture and Tourism*
- Quality of Place and Cultural Heritage



Comparative Counties Official Plans

- Norfolk County (2021)
- County of Wellington (2021)
- Prince Edward County (2021)
- County of Lambton (2020)
- County of Perth (2020)
- Huron County (2015)
- County of Elgin (2015)



County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
Norfolk County (2021) (Single Tier)	<p>The County OP supports the use of CIPs to revitalize underutilized land and downtown areas. The OP supports the preparation and adoption of CIPs that:</p> <ul style="list-style-type: none"> - Encourage a range of housing types and affordable housing - Improve tourism infrastructure including agri-tourism facilities <p>The County had a CIP for its urban areas and downtown cores and a Rural CIP that provides incentives and programs to promote investment in tourism, agri-business. These two CIPs have been combined and provisions now apply to urban, hamlet and agricultural areas</p>	<p>Stated objective to provide employment land with access to strategic transportation corridors</p> <p>Protecting agricultural activities and the agricultural land base from the intrusion of incompatible uses and providing opportunities for small-scale business opportunities that are secondary to farm operations</p> <p>The County recognizes that the historic location of employment land may not satisfy the contemporary or future economic needs. Will consider applications to amend this Plan to re-designate land designated in industrial through a comprehensive review, consistent with the requirements of the Provincial Policy Statement, demonstrating that the land is not required</p>	<p>The County OP promotes affordable and accessible housing. The OP provides a definition of affordable housing where annual accommodations costs do not exceed 30% of gross annual income.</p> <ul style="list-style-type: none"> - Sets target that 25% of new housing is affordable - Set that 10% of new housing be affordable to low-income households - Add to non-traditional housing options by encouraging innovative design and adaptability characteristics 	<p>The County OP dedicates section 4.4 Promoting Agriculture to growth of farm businesses as a means of supplementary income</p> <ul style="list-style-type: none"> - Facilitate the development of on-farm diversified businesses - Seeks to provide support to farm operators through small business consulting services and to facilitate training and the dissemination of information relating to best practices for farm operations 	<p>The OP encourages agri-tourism and ecotourism within the County. Ecotourism and on-farm accommodations are indicated as focus areas.</p> <ul style="list-style-type: none"> - Support ecotourism destinations that promote learning from and experiencing natural features and wildlife - Encourage the establishment of on-farm overnight tourist accommodations for visitors to the County's rural areas

Steering Committee Discussion

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County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
County of Wellington (2021) (Upper Tier)	<p>The OP states that the County Council may participate in a municipality's Community Improvement Plan and may make grants and loans to the Council of a lower tier municipality for the purpose of carrying out a Community Improvement Plan</p> <p>Through a County-wide CIP, Wellington County provides leadership in community improvement planning by offering incentives to eligible owners and tenants of lands and buildings in key sectors and areas of economic activity. The County's Invest Well Programme works together with the Member Municipal Community Improvement Plans</p> <p>Priorities include:</p> <ul style="list-style-type: none"> -Using Land Strategically -Providing Rental Housing -Improving Building Infrastructure -Diversifying the Economy -Promoting Tourism 	<p>Secondary agricultural areas can accommodate a broader range of residential, employment and community uses are allowed than in prime agricultural areas so long as the use does not adversely impact existing agricultural operations and is in keeping with the rural character of the area</p> <p>Rural employment lands are intended to provide locations for business activities that may be better served by sites outside urban areas</p> <p>Conversion of employment lands (Industrial, Highway Commercial and Rural Employment Areas) within employment areas to non-employment uses which, for the purposes of this sub-section includes major retail uses, may be permitted only through a municipal comprehensive review</p>	<p>The OP states that a minimum of 25% of new housing in the County will be affordable to low and moderate income households</p> <ul style="list-style-type: none"> - Garden suites are permitted on farm within the OP - It is expected that affordable housing will be provided within urban centres - There is a need to diversify the housing inventory beyond single family dwellings 	<p>Prime agricultural land will be protected and normal farming operations should not be hindered. The County OP provides for home-based as well as small scale businesses.</p> <ul style="list-style-type: none"> - Small scale commercial, industrial and institutional uses permitted if there is adequate infrastructure 	<p>The County OP provides for recreational areas for the purpose of cottages, tent and trailer parks, active and passive recreation and golf courses.</p> <p>The Greenlands System is also recognized as having spiritual value providing visual pleasure, tranquility, recreation and renewal essential to human health and well being</p>

Steering Committee Discussion

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County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
County of Lambton (2020) (Upper Tier)	<p>No active CIPs</p> <p>Policy framework recognizes CIPs are a tool for creating affordable housing and remediation of contaminated sites</p> <p>The development of Community Improvement Plans (CIPs) is an encouraged means of implementing affordable housing plans in local municipalities.</p>	<p>To ensure planning for growth, municipalities can designate a 20 yr supply, also speaks to trails connecting EL.</p> <p>Commercial and industrial activities encouraged to locate within fully serviced employment areas within Urban Centres and Settlements, as well as Highway 402 Service Centres</p> <p>Establish business parks which allow prestige industrial and office based uses to locate in a setting with uses of a similar quality and orientation.</p> <p>The County will encourage the development of the potential Highway 402 Service Centre areas for land uses that are functionally dependent upon proximity to a controlled access highway</p>	<p>The County OP supports affordable housing as an important component of community development.</p> <ul style="list-style-type: none"> - Access to community services and facilities including public transit facilities is important - should be in proximity to downtown hubs and cultural nodes when possible. - secure, long-term housing as a foundation for quality of life 	<p>On-farm diversified uses are strongly encouraged in order to provide farmers greater opportunity to obtain additional sources of income and to promote entrepreneurship, innovation, and business incubation.</p> <ul style="list-style-type: none"> - home-occupations, home industries, agri-tourism, and value-added agricultural products from the farm operation. 	<p>Agri-tourism is supported within the OP to help diversify farmers income.</p> <ul style="list-style-type: none"> - uses are to be primarily rooted in activities promoting enjoyment of and/or education in farm operation, rural culture and economy, food and crop production, livestock, unique local foods, and/or agricultural history.

Steering Committee Discussion 11



County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
Prince Edward County (2021) (Single tier)	<p>CIP planning may be undertaken to:</p> <ul style="list-style-type: none"> - bolster local community growth, including with regard to agriculture, arts and culture, tourism, commerce and industry - encourage a diversity of housing types to meet the changing needs of residents and affordable housing - address climate change mitigation and adaptation <p>Historically, PEC had a Creative Rural Economy CIP aimed at creative workers and entrepreneurs and focused on four targeted sectors of the local economy – gastronomy, creative industries, green business and healthcare & wellness.</p> <p>No active CIP</p>	<p>Ensure there are sufficient designated and zoned employment lands to meet the projected needs of the County's target industries.</p> <p>A Rural Industrial Lands (RILs) designation identifies existing rural industrial properties that:</p> <ul style="list-style-type: none"> - accommodate important employment generating businesses within the County - are expected to provide diversity to the land supply for business - do not use significant amounts of water in their operation and which do not produce significant amounts of effluent, consistent with rural servicing levels which rely on private water and sanitary sewage systems. 	<p>To create a livable community and diversify the mix of housing options</p> <p>Villages will, at a minimum, provide opportunities for all forms of affordable housing, community gardens and urban agriculture, and for local residents to meet their daily needs for shopping and recreation.</p> <ul style="list-style-type: none"> - Affordable housing considered important to support agricultural industry 	<p>Policy recognized as an important economic driver and employment source through primary and secondary activities</p> <p>Rural Industrial Land designation to accommodate industrial, manufacturing, and creative rural economy</p>	<p>The County seeks to leverage its natural amenities including "viewscape" and heritage architecture to along tourism corridors to promote tourism sector.</p> <ul style="list-style-type: none"> - Provisions to support the development of attractions, scenic overlooks, facilities along tourism corridors - Cultural landscapes also contribute to the pastoral quality that contributes to the County's unique character and distinct rural charm

Steering Committee Discussion 12



County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
County of Perth (2020 Consolidation) (Upper Tier)	Community Improvement policies have identified the need to consider both the rural and urban components of the County. No active CIPs	Serviced settlement areas will accommodate most of the on-farm related growth that is to occur in the County. Restrictions on use of agricultural land carried forward from previous plan To expand the employment opportunities available to the residents of the Municipality; (c) to encourage the development of light, dry industry which will not impose a burden on municipal service systems; Plan targets the development, attraction, and retention of small business investment, with a specific focus on downtown business districts	The County OP supports affordable housing and encourages secondary dwellings, low, medium and high density, special needs housing, infilling and intensification.	The County OP encourages the development of service-related businesses, value-added operations, secondary farm occupation opportunities, and technological improvements (including bio-technical advancements)	The County OP states that there is little potential for intensive recreational activities in the County of Perth. The predominance of agricultural activities and the relatively flat topography of the County are generally not conducive to intensive recreational activities.

Steering Committee Discussion

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County of Middlesex OP Alignment Exercise

Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
County of Elgin (2015) (Upper Tier)	Local municipalities are encouraged to develop CIPs. The OP specifically backs the use of CIPs to promote and support agriculture and cultural heritage provided the local municipal Official Plan includes appropriate policies to support such programs. The Elgincentives CIP is a County-wide framework for community improvement planning administered and funded by participating lower-tier municipalities in partnership with Elgin County. The Savour Elgin/Elgin Arts Trail Supplemental Grant, provides a bonus grant where the establishment of a new eligible use that will also meet the criteria of the 'Savour Elgin' and 'Elgin Arts Trail' programs.	Encourages local municipalities to provide for the broadest range of employment uses (depending on available servicing) in their employment areas Local municipalities are encouraged to focus new development in settlement areas, while permitting appropriate rural industrial and commercial growth in accordance with the County OP Proposals to convert lands within an Employment or Industrial designation in a lower tier Official Plan to another type of land use will be reviewed through a comprehensive review as defined by the OP	The County OP ensuring that housing is available to all ages, abilities, incomes and household sizes and encourages the use of surplus public lands. - located in areas near public transportation, jobs, and essential goods and services	Agriculture is recognized as an important industry within the County OP. - Recommends the creation of an agricultural advisory committee to provide advice and act as a direct and on-going liaison between the agricultural community and County Council - establish fiscal tools including innovative tax policies, reduced development charges, and venture capitals for innovative agriculture	The County OP leverages tourism amenities such as waterfront areas including ports. - scenic driving routes and other tourism destinations with settlement areas and the high volumes of potential tourist traffic along Highway 401

Steering Committee Discussion

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Comparative Approach

Official Plan	Community Improvement Plans	Employment Lands including Conversion Policies	Affordable and Accessible Housing	Agriculture/Agri-Business Opportunities	Arts, Culture and Tourism
Huron County (2015) (Upper Tier)	Not currently enacted or utilized	No mention of E.L. or employment	Not addressed in OP	No specific provisions	Not addressed in OP

Steering Committee Discussion 15



Steering Committee Discussion

A discussion of land use matters/concerns in the County

Steering Committee Discussion 16



Employment Lands including Conversion Policies

- What are the key issues for Middlesex County ?
- Based on what you heard today, what considerations need to be reflected in the Official Plan



Affordable and Accessible Housing

- What are the key issues for Middlesex County ?
- Based on what you heard today, what considerations need to be reflected in the Official Plan



Agriculture/Agri-Business Opportunities

- What are the key issues for Middlesex County?
- Based on what you heard today, what considerations need to be reflected in the Official Plan



Support for Arts, Culture and Tourism

- What are the key issues for Middlesex County ?
- Based on what you heard today, what considerations need to be reflected in the Official Plan



Community Improvement Plans

- Based on what you heard today how can this tool be used more effectively?
- What additional considerations need to be reflected in the Official Plan



Thank you!

Q+A



Appendix 2 – County of Middlesex Steering Committee Presentation December 2021



County of Middlesex *OP Alignment Exercise*

Presented By :
Lauren Millier, Schaun Goodeve

Date:
December 1, 2021



County of Middlesex OP Alignment Exercise

Agenda



Key Themes for Consideration



Comparing Existing Policies to Proposed Policies



Feedback



Next Steps

Steering Committee Meeting #2

2



Key Themes for the Official Plan Review

- Community Improvement Plans
- Broadband Infrastructure
- Employment Lands including Conversion Policies
- Economic Diversity/Economic Prosperity
- Affordable and Accessible Housing
- Agriculture/Agri-Business Opportunities
- Support for Arts, Culture and Tourism
- Quality of Place and Cultural Heritage

Steering Committee Meeting #2

3



Comparative Counties Official Plans

- Norfolk County (2021)
- County of Wellington (2021)
- Prince Edward County (2021)
- County of Lambton (2020)
- County of Perth (2020)
- Huron County (2015)
- County of Elgin (2015)

Steering Committee Meeting #2

4



Support for Broadband Infrastructure

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>Section 2.4.3 Communication and Transmission Infrastructure</p> <p>"The County's Strategic Plan encourages the construction of scalable, equitable broadband infrastructure. The location of communication and transmission infrastructure can have a significant impact on the Natural Heritage System as well as the built environment. It is important that these facilities be designed and located to minimize negative impacts wherever possible."</p> <p>2.4.3.1 I) "Require the installation of broadband infrastructure within new developments."</p> <p>2.3.4 Economic Development</p> <p>"b) cooperate with local municipalities, the business community and other agencies to ensure that employment centres are served by modern infrastructure systems including road, rail, and telecommunications networks."</p>	<p>The current language from the OP Amendment Draft is relevant. However, it is recommended that the following policy statement be added to illustrate the importance of reliable broadband in attracting and retaining businesses within the County:</p> <p><i>2.3.4 g) Broadband infrastructure will be supported within the County as a means to encourage future employment opportunities including home-based businesses, self-employment, attraction of new businesses (particularly those within the creative and knowledge economies) and ensuring the commercial viability of existing businesses particularly within our towns, villages and hamlets. The County supports the provision of reliable, consistent and high quality telecommunications throughout the County.</i></p>

Steering Committee Meeting #2

5



Notes: Support for Broadband Infrastructure

- Add "affordable" to draft policy
- There should be mention of agricultural business/agriculture and food processing supports in the policy
- Language within policy should be general enough to not be tied to a particular technology

Steering Committee Meeting #2

6



Support for Agriculture and Agri-Business Opportunities

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>2.3.4 Economic Development</p> <p>"g) support opportunities to create a stronger and sustainable agricultural sector including the local agri-food system"</p> <p>3.3.5. Agriculture-Related and On-Farm Diversified Uses</p> <p>"Agriculture-related and on-farm diversified uses directly related to, and supportive of, agricultural operations, including feed mills, grain drying, abattoirs, kennels, stables and veterinary clinics may be permitted providing the following policies are considered:"</p> <p>This section has working policies a) through h).</p>	<p>In addition to Section 3.3.5. sub sections a) - h) of the current OP Amendment Draft the following should be added to address opportunities for on farm home-based businesses and providing for additional value-added business to existing farming operations:</p> <p>i) <i>Home businesses are home occupations and home industries that are secondary to the principal use of the property and may be allowed, subject to zoning provisions, as a means of supplementing farm incomes and providing services in agricultural areas and may include: small home occupations conducted from the main residence with employment normally limited to the occupants of the property – examples include bed and breakfast, day care, hairdresser, and professional services.</i></p> <p>j) <i>Farm businesses are small scale businesses that provide value-added products from the farm and may be allowed subject to zoning provisions – examples include: farm vacation enterprises; cottage wineries; value-added processing or packing; sales outlets for agricultural products produced on the farm; seed cleaning, pick-your-own, catch-your-own operations.</i></p>

Steering Committee Meeting #2

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Notes: Support for Agriculture and Agri-Business Opportunities

- Consider adding 'farm venues' such as weddings, outdoor concerts, play areas.
- Consideration of adding "subject to zoning provisions and site controls". Discussion was had around what are the size triggers and how best to manage the scale and size of these events
- Limitation of on-farm business to residence only – reflected within the provisions and definitions
- Noise and parking issues can be addressed by site plan and zoning bylaw approvals
- Add how larger scale operations will require zoning bylaw approvals

Steering Committee Meeting #2

8



Support for Employment Lands Including Conversion Policies

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>2.3.4 Economic Development</p> <p>"2.3.4. a) Monitor the supply of employment land to ensure that a sufficient supply is available throughout the County and particularly in those municipalities with access to provincial highways and major arterial roads;</p> <p>2.3.4. b) Cooperate with local municipalities, the business community and other agencies to ensure that employment centres are served by modern infrastructure systems including road, rail, and telecommunications networks"</p> <p>3.2.3 Local Official Plans</p> <p>"To achieve some consistency of approach, the County encourages local municipalities to include general development policies in their local official plan dealing with the following issues: g) employment area preservation and conversion policies."</p>	<p>The current OP Amendment Draft version sections 2.3.4 a) and b) are relevant. However, for the purpose of setting a growth timeframe, keeping an updated inventory of employment lands and ensuring accessibility for the labour force the following text is recommended:</p> <p><i>c) The County will require municipalities to designate up to a 25-year supply of employment lands providing for a mix of employment opportunities,</i></p> <p><i>d) The County will regularly update a municipal inventory of employment lands (industrial and commercial) to facilitate time sensitive responses to potential investors on the availability of suitable sites,</i></p> <p><i>e) Where possible, the County will encourage multi-modal access to employment lands such as walking and cycling trails.</i></p> <p><i>f) Rural employment lands are intended to provide locations for business activities that may be better served by sites outside urban areas</i></p> <p><i>g) The County encourages municipalities to designate Rural Industrial Lands to accommodate industrial, manufacturing, and creative rural economy uses that typically require a larger building, larger lot, or outdoor storage area than is appropriate within the County's rural context. These uses often require separation from sensitive land uses to ensure compatibility and minimize off site adverse impacts. Example: Truck stops, warehousing, transport terminals, visitor information centres and vehicle refueling centres.</i></p> <p><i>h) Rural Industrial Lands shall be industrial and limited commercial uses which do not use significant amounts of water in their operations and which do not produce significant amounts of effluent, consistent with rural servicing levels which rely on private water and sanitary sewage systems.</i></p>

Steering Committee Meeting #2

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Notes: Support for Employment Lands Including Conversion Policies

- Suggestion to add reference to importance of "complete communities"
- Modify wording to be consistent such as Rural Industrial Lands throughout policy

Steering Committee Meeting #2

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Support for Economic Diversity/Economic Prosperity

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>2.3.4 Economic Development</p> <p>"Economic development is an important component of the County's Growth Management policy framework. Many long-term goals and objectives including those identified in the County's Strategic Plan depend on economic activity and the opportunity for residents to live and work in the County.</p> <p>Agriculture has been an economic mainstay in the County for many years and will continue to evolve as changes to the agricultural industry take place. In this time of change it is important that the County develop diversity in its economic base. The policies of this Plan are intended to protect the agriculture community while fostering new economic development opportunities."</p> <p>"a) monitor the supply of employment land to ensure that a sufficient supply is available throughout the County and particularly in those municipalities with access to provincial highways and major arterial roads"</p> <p>"e) support local municipalities to promote economic development opportunities adjacent to Provincial 400 series highways where justified through an amendment to the local official plan"</p>	<p>Section 2.3.4 of the current OP Amendment Draft is relevant. However, it is recommended that the County consider adding the following to encourage employment diversity and the opportunity for the County to repurpose their own land as an economic stimulus when typical market drivers are weak and there is little to no investment in the County.</p> <p><i>h) To meet the needs of small-sized businesses (particularly those with 10 or fewer employees) Municipalities are encouraged to promote the development of small and medium format commercial, multi-tenant commercial and industrial facilities, and flexible use space options.</i></p> <p><i>i) If municipal properties are deemed surplus or if they are underutilized, Municipalities are encouraged to zone the land for their potential to be re-purposed. An example would be lands zoned to permit a multi-tenant facility with shared workspaces which could serve as incubators for new business.</i></p> <p>Example: repurposing institutional properties</p>

Steering Committee Meeting #2

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Notes: Support for Economic Diversity/Economic Prosperity

- Suggestion that "rural" be added when referring to conversions
- Suggestion to change to "flexible use space options" instead of "incubators"
- Suggestion to add a hybrid model that addressed mixed-use spaces to help build community
- Discussion about balancing agricultural and industrial uses within Official Plan

Steering Committee Meeting #2

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Support for Art, Culture and Tourism

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>The current OP Amendment is silent on the role of Art, Culture and Tourism in the local economy. However, this theme is reflected in part under the Definitions section of the OP and within 2.3.9 Agricultural Area Policies.</p> <p>2.3.9 Agricultural Area Policies</p> <p>"Agriculture is the cornerstone of the County's economy and culture."</p> <p>"Definition: ON-FARM DIVERSIFIED USES: means uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products."</p>	<p>The following policies should be added to Section 2.3.4 Economic Development</p> <p><i>A vibrant, dynamic arts and culture community contributes to the growth, prosperity and vibrancy of the County. Arts, Culture and Tourism adds to the uniqueness of the County and provides significant and vital contributions, both directly and indirectly, to economic development, quality of place, community sustainability and tourism.</i></p> <p><i>The following policies should be added to section 2.3.9 Agricultural Area Policies</i></p> <p><i>The County will promote the development of agri-tourism and will work with member municipalities and agricultural representatives to form a clear explore options for the development of local agri-tourism, including identifying strengths, unique local attributes, opportunities, and potential links with value-added agriculture, local foods, potential new product markets, local heritage, recreation opportunities, and natural heritage and identifying the facilities, infrastructure, and resources necessary to support an agri-tourism industry. The development of agri-tourism must not interfere with agricultural operations.</i></p>

Steering Committee Meeting #2

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Notes: Support for Art, Culture and Tourism

- No additional comments or revisions provided

Steering Committee Meeting #2

14



Support for Quality of Place and Cultural Heritage

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>2.3.4. Economic Development</p> <p>"d) encourage local municipalities to promote a high standard of urban design to create healthy vibrant communities which attract investment</p> <p>f) support the retention of educational, health, recreational, cultural and religious facilities to ensure that the County's communities are provided with those opportunities that facilitate growth and well-being. Such facilities provide a vital role in small communities and add economic vitality and a sense of place and community where quality of life is considered a major attraction for growth and development."</p>	<p>In addition to section 2.3.4 within the current OP Amendment Draft we recommend adding the following sub-section:</p> <p><i>j) This Plan acknowledges quality of place and cultural heritage as necessary for retaining existing and attracting new residents, entrepreneurs, skilled labour, and business.</i></p> <p><i>d) Becomes e), and f) becomes g)</i></p>



Notes: Support for Quality of Place and Cultural Heritage

- Suggestion to include indigenous to the Definition of cultural heritage
- Suggestion to that "local municipalities support strong urban design and revitalization where needed in downtown cores"
- Discussion about Quality of Place and not Quality of Life



Support for Affordable and Accessible Housing

Middlesex Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>2.3.7 Housing Policies</p> <p>"It is the policy of the County to encourage a wide variety of housing by type, size and tenure to meet projected demographic and market requirements of current and future residents of the County. These policies may be elaborated upon within local municipal official plans.</p> <p>a) intensification and redevelopment, primarily within Settlement Areas, and in other areas where an appropriate level of physical services is or will be available in the immediately foreseeable future and subject to the policies of Section 2.3.6. In this regard, the County will require that 15 percent of all development occur by way of intensification and redevelopment;</p> <p>b) the provision of alternative forms of housing for special needs groups, where possible;</p> <p>e) housing accessible to lower and moderate income households. In this regard the County will require that 20 percent of all housing be affordable."</p> <p>2.3.7.2 Number, Range and Mix of Housing Units</p> <p>"Local municipalities are encouraged to develop affordable housing targets that are generally consistent with the County's target which provides the opportunity for housing accessible to lower and moderate income households."</p>	<p>Section 2.3.7. of the current OP Amendment Draft is relevant and should remain. The following should be added to address specific growth timelines and the promotion of higher residential densities:</p> <p><i>f) An adequate supply of appropriately scaled affordable housing forms in locations where community services and amenities are currently located or anticipated to be located in the future.</i></p> <p><i>h) That residential growth can be accommodated for a minimum of 10 years through residential intensification, redevelopment and if necessary, land and which are designated and available for new residential development.</i></p> <p><i>i) The County will maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a 3 year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.</i></p>

Steering Committee Meeting #2

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Notes: Support for Affordable and Accessible Housing

- Suggestion to work on the wording so that it addresses any interpretations that may not be aligned with the intent of the policy.

Steering Committee Meeting #2

18



Support for Community Improvement Plans

Middlesex OP Amendment DRAFT September 29 2021	Proposed Draft Policy
<p>Section 4.8 Community Improvement</p> <p>"May generally be described as including activities, both private and public, which work towards maintaining, conserving, rehabilitating, and redeveloping the existing physical environment to accommodate the economic, cultural, and social priorities of the community.</p> <p>Section 28 of the Planning Act allows upper -tier municipalities to pass by-laws designating the whole municipality or subject areas as community improvement areas."</p>	<p>The County encourages CIPs be implemented by local municipalities. Therefore, the County should maintain the current policy language that prescribes the type and rationale for lower CIPS and add the following to Section 4.8 of the current OP Amendment Draft.</p> <p><i>Where appropriate, Community Improvement Plans will be encouraged within lower tier municipalities:</i></p> <ul style="list-style-type: none"><i>a) when there is a specific area that is in need of improvement, remediation, rehabilitation or redevelopment,</i><i>b) to facilitate and encourage community change in a coordinated manner,</i><i>c) to address a lack of supply of sufficient affordable housing, and</i><i>d) to stimulate private sector investment resulting in non-residential growth.</i> <p><i>If there is a desire to offer incentive programs aimed at redeveloping and/or marketing a commercial area, a prerequisite shall be the development of a Community Improvement Plan (CIP) within the local municipality. The Community Improvement Area (CIA) must have a viable or potential commercial function and the boundary must not be so broad as to dilute the CIP's effectiveness.</i></p>

Steering Committee Meeting #2

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Notes: Support for Community Improvement Plans

- Suggestion to revise the first sentence and speak to "implemented by local municipalities ...to manage growth"
- Revise a) and add 'specific need'
- Discussion to include references to County's Economic Development Strategy

Steering Committee Meeting #2

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Steering Committee Discussion

Thoughts on draft policies recommendations

Steering Committee Meeting #2 21



Thank you!

Q+A

Steering Committee Meeting #2 22

MIDDLESEX ACCESSIBILITY ADVISORY COMMITTEE

MINUTES

(TO BE APPROVED)

Wednesday, January 19, 2022, 1:00 PM
Middlesex County Building
399 Ridout Street North, London
Virtual Meeting

Members Present Brad Richards
 Jim Maudsley
 Ian Brebner
 Warden Warwick
 Councillor Cornelissen
 Councillor Mayhew

Also Present Durk Vanderwerff, Director of Planning
 Marci Ivanic, Legislative Services Manager/Clerk
 Chris Traini, County Engineer (present from 1:00pm-2:00pm)

1. **CALL TO ORDER**

Chair Richards called the meeting to order at 1:00pm

2. **PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

None.

3. **MINUTES**

3.a Minutes of the December 15, 2021 Meeting of the Planning Advisory Committee

Moved by Jim Maudsley
Seconded by Ian Brebner

THAT the Minutes of the December 15, 2021 meeting of the Planning Advisory Committee be approved as presented.

Carried

4. ACTION ITEMS

4.a Official Plan Review - Continued

Chair Richards advised the Committee that he and D. Vanderwerff had met with Crispin Colvin from the Ontario Federation of Agriculture and discussed the OFA's position on minimum farm sizes and surplus farm dwellings.

4.a.1 Agriculture

The Committee resumed its discussion on minimum farm sizes and surplus farm dwellings.

Moved by Warden Warwick
Seconded by Jim Maudsley

THAT the minimum farm parcel size remain 'about 40 hectares' and that the following language with respect to minimum farm sizes be included as part of the Official Plan consultation process:

"A different minimum farm parcel size for local municipalities may be considered through an amendment to this Plan provided that a study is carried out by the local municipality with the guidance and assistance of the Province, to demonstrate that the different farm parcel size is appropriate for the type of agricultural uses common in the local area, yet is sufficiently large enough to maintain flexibility for future changes to the type or size of agricultural operations".

Carried

Moved by Warden Warwick
Seconded by Councillor Cornelissen

THAT a sliding scale be used to determine the period of time required to pass before a residence surplus to a farming operation may be severed as part of the Official Plan consultation process.

Carried

Moved by Ian Brebner
Seconded by Councillor Mayhew

THAT a 20-year sliding scale be used to determine the period of time required to pass before a residence surplus to a farming operation may be severed as part of the Official Plan consultation process.

Carried

Staff was requested to formulate language for the Committee's consideration that would include wording in the County Official Plan to encourage local municipalities to address matters such as minimizing the loss of agricultural land and the retention of outbuildings with surplus residences in local Official Plans.

4.a.2 Population and Housing Forecasts

The Committee discussed Population and Housing Forecasts. There was discussion about the impact of population growth on rural schools and it was noted that the County and local municipalities are developing a practice of sharing residential development information with the Thames Valley District School Board.

Moved by Councillor Mayhew
Seconded by Jim Maudsley

THAT staff ensure that the Thames Valley District School Board is provided the County of Middlesex Population and Housing Forecast information.

Carried

4.a.3 Drinking Source Water Protection

The *Clean Water Act* requires language to be included in the Official Plan with respect to drinking source water protections.

The Committee discussed the importance for extreme weather events and climate change to be taken into account during planning

processes and that there should be consideration of policy direction concerning biosolid storage facilities.

4.a.4 Natural Heritage

The Committee discussed the benefits of the Natural Heritage System - climate change and climate resiliency, reducing stormwater runoff, erosion, planting of Carolinian trees, etc and discussed the policy move from protecting natural heritage features to the protection of the natural heritage system.

There was general agreement with the two core principles that Natural heritage planning is not intended to, and should not, impact the ability of agricultural uses to continue and that it is at the time of a potential land use change (ie agricultural to urban) that the impact of the change on the natural heritage system should be considered

5. CORRESPONDENCE AND INFORMATION ITEMS

None.

6. INQUIRIES

None.

7. NEW BUSINESS

7.a Next Meetings

The next meeting was set for Thursday, February 17, 2022. Cara Finn, Director of Economic Development and Boulevard Strategy Group, the County's Official Plan Communications Consultant will be asked to attend.

8. ADJOURNMENT

Moved by Jim Maudsley

Seconded by Warden Warwick

THAT the meeting adjourn at 2:56 pm.

Carried

Marci Ivanic, County Clerk

Brad Richards, Chair

MIDDLESEX LIBRARY BOARD

MINUTES

(TO BE APPROVED)

Tuesday, January 11, 2022, 10:30 AM
Middlesex County Building
399 Ridout Street North, London
Virtual Meeting

Members Present Councillor Richards
 Jim Maudsley
 Marigay Wilkins
 Ruth Adams
 Alison Warwick

Also Present Lindsay Brock, Director of Library Services
 Bill Rayburn, CEO of Library Board
 Cindy Howard, GM Finance and Community Services
 Chris Bailey, ITS Manager
 Marci Ivanic, Secretary Library Board
 Liz Adema

1. **CALL TO ORDER**

Chair Maudsley called the meeting to order at 10:30am.

2. **PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST**

None.

3. **MINUTES**

3.a Minutes of the December 7, 2021 Meeting of the Library Board

Moved by Councillor Richards

Seconded by Ruth Adams

THAT the Minutes of the December 7, 2021 meeting of the Library Board
be approved as presented.

Carried

4. VISIONING TOPIC

4.a 2022 Library Board Activities

Lindsay Brock, Director of Library Services presented a high level overview of the Committee's goals for the 2022 year including: Board Member Evaluations; a Legacy Document to assist the next library board; and a Strategic Plan Progress Report. A copy of L. Brock's presentation detailing these items is attached.

5. ACTION ITEMS

5.a Strathroy Library and Library Administration Lease Agreements

Report from Lindsay Brock, Director of Library Services. Lease agreements reflect the terms from the December 2020 Memorandum of Understanding.

Moved by Marigay Wilkins

Seconded by Councillor Richards

THAT the Lease Agreements between the Municipality of Strathroy-Caradoc, the Corporation of the County of Middlesex and the Middlesex County Library Board be approved and that the by-laws authorizing the Library Board Chair and CEO to sign the Lease Agreements on behalf of the Library Board be presented to the Board for approval.

Carried

6. CORRESPONDENCE AND INFORMATION ITEMS

6.a System Internet 2021-2020

6.b System Circulation 2021-2020

6.c Virtual Programming December 2021

6.d Social Media Activity - 2021

6.e Library Activity Report

6.f EarlyON Program Update - October to December 2021

6.g Early Years Team - 2021 Update

Moved by Ruth Adams
Seconded by Councillor Richards

THAT Items 6.a. to 6.g. be received for information.

Carried

7. INQUIRIES

None.

8. NEW BUSINESS

8.a Next Meetings

March 22, 2022

May 24, 2022

June 28, 2022

September 27, 2022

November 22, 2022

December 13, 2022

Lindsay Brock and Liz Adema exited the meeting at 11:12am.

8.b Closed Session

Moved by Alison Warwick
Seconded by Marigay Wilkins

THAT the next portion of the meeting be closed to the public at 11:12am in order to consider personal matters about an identifiable individual, and labour relations or employee negotiations related to the library board organizational structure, pursuant to sections 239(2)(b) and (d) of the *Municipal Act, 2001*.

Carried

8.b.1 Library Board Organizational Structure

Report from Bill Rayburn, CEO of the Library Board.

Moved by Ruth Adams
Seconded by Alison Warwick

THAT the Board resume from its closed session at 11:32am.

Carried

9. BY-LAWS

- 9.a #18 - A BY-LAW to Authorize a Lease Agreement for the Library Administration Offices
- 9.b #19 - A BY-LAW to Authorize a Lease Agreement for the Strathroy Library
- 9.c #20 - A BY-LAW Confirming the January 11, 2022 Proceedings of the Library Board

Moved by Councillor Richards

Seconded by Ruth Adams

THAT the by-laws be given first and second reading.

Carried

Moved by Marigay Wilkins

Seconded by Alison Warwick

THAT the by-laws be given third and final reading.

Carried

10. ADJOURNMENT

Moved by Ruth Adams

Seconded by Councillor Richards

THAT the meeting adjourn at 11:33 am.

Carried

Marci Ivanic, Secretary

Jim Maudsley, Chair

MIDDLESEX ACCESSIBILITY ADVISORY COMMITTEE

MINUTES

(TO BE APPROVED)

Tuesday, January 18, 2022, 10:00 AM
Middlesex County Building
399 Ridout Street North, London
Virtual Meeting

Members Present Councillor Brennan
 Councillor Mayhew
 Michele Ivanouski
 David Sitlington
 Mary Jane Steele
 Leslie-Anne Steeper-Doxtator
 Alison Warwick
 Sarah Savoie, Accessibility Coordinator
 Marci Ivanic, Legislative Services Manager/Clerk

Also Present Robert Lilbourne, Director of Community Services for the
 Municipality of Strathroy-Caradoc

1. **CALL TO ORDER**

Chair Brennan called the meeting to order at 10:00am.

2. **PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

None.

3. **MINUTES**

3.a Minutes of the December 8, 2021 Meeting of the Middlesex Accessibility
 Advisory Committee

Moved by Michele Ivanouski

Seconded by Councillor Mayhew

THAT the Minutes of the December 8, 2021 meeting of the Middlesex Accessibility Advisory Committee be approved as presented.

Carried

4. ACTION ITEMS

4.a Accessibility Status Report

Moved by David Sitlington

Seconded by Leslie-Anne Steeper-Doxtator

THAT the Joint Annual Accessibility Status Report for 2021 be deferred to a future meeting pending finalization by staff.

Carried

The Committee will look to meet again in February to review the final report.

5. CORRESPONDENCE AND INFORMATION ITEMS

5.a Upgrade at Salusbury Park

Presentation from Robert Lilbourne, Director of Community Services for the Municipality of Strathroy-Caradoc. A copy of the presentation is attached.

5.b Dorchester Accessible Playground RFP

S. Savoie asked for the Committee for any further comments on the RFP. The Committee had no further comment.

5.c Accessibility Compliance Report Update

Presentation from Sarah Savoie, Accessibility Coordinator. A copy of the presentation is attached.

5.d Joint Multi-Year Accessibility Plan 2022-2027

Presentation from Sarah Savoie, Accessibility Coordinator. A copy of the presentation is attached.

Moved by Alison Warwick

Seconded by Councillor Mayhew

THAT Items 5.a. to 5.d. be received for information.

Carried

6. INQUIRIES

None.

7. NEW BUSINESS

7.a Accessible Playground Consultation Guide

Overview from Sarah Savoie, Accessibility Coordinator

Moved by David Sitlington

Seconded by Alison Warwick

THAT the Accessibility Coordinator request a list of 2022 accessibility projects from each of the local municipalities and determine which projects require consultation with the Committee.

Carried

7.b Membership Changes to MAAC

Mary Jane Steele has resigned from the Committee. The Committee is required to review current membership to ensure composition of the Committee continues to meet the legislated requirements. S. Savoie to send anonymous poll to Committee.

8. ADJOURNMENT

Moved by David Sitlington

Seconded by Leslie-Anne Steeper-Doxlator

THAT the meeting adjourn at 10:54 am.

Carried

Marci Ivanic, County Clerk

John Brennan, Chair



Middlesex Soil & Crop Improvement Association

12688 Eight Mile Rd.
Arva, ON
N0M 1C0

519-318-1484

January 5, 2022

Middlesex County Council
399 Ridout St. N.
London, ON
N6A 2P1

To: Warden Allison Warwick, County Councilors, Senior Staff

Re: Strathmere Lodge Walkway

Middlesex Soil & Crop has been doing the spring cleanup and summer maintenance of the Strathmere Lodge Walkway for the past 11 years.

It was great to work with the County on this project, but we are unable to continue with the maintenance of the Walkway. We have not been involved with the farm since the end of 2016.

The Walkway has had positive benefits to the residents, their families, and staff. Over the years, we have had family members contact us to express their appreciation and gratitude to us for the concept and positive impacts it has had on their family.

We would hope that the Walkway would continue to be maintained by tendering out the spring cleanup and summer maintenance.

Sincerely

Kevin Robson

Kevin Robson
MSCIA President
Email: Kevin Robson (growingpowerseed@gmail.com)

E-MAILED
1/20/22

Alison Warwick
Merci
Bonne Kevin



January 28, 2022

AMO Policy Update - Firefighter Certification Model Consultation, Water Infrastructure Funding, and Subwatershed Planning Guide Consultation

Consultation on Proposed Firefighter Certification Model

Today the province released a consultation document on a proposed firefighter certification model that would introduce mandatory minimum certification requirements for specific fire protection services in Ontario. There is currently no minimum standard of firefighter certification under the *Fire Prevention and Protection Act, 1997*. The proposed approach is based on the key competencies and job performance requirements of the National Fire Protection Association standards. The consultation document is now posted to [Ontario's Regulatory Registry](#) and will be open for feedback until **February 28, 2022**.

AMO is reviewing these proposed regulations. We will focus as to whether this certification process will create additional training or new cost pressures on municipal fire services. We will be working with the Ontario Association of Fire Chiefs during this review. More details will follow.

Stormwater and Wastewater Infrastructure Provincial Funding

The Ministry of the Environment, Conservation and Parks has announced a [new investment of \\$25 million](#) to build, upgrade, and rehabilitate storm and wastewater infrastructure across the province.

The investment includes two tranches:

- \$15 million to improve the aging and outdated storm and wastewater infrastructure in 18 municipalities, and
- \$10 million to help 20 municipalities upgrade sewage monitoring and public reporting capacity.

The funding announcement also launches a [public consultation](#) and [draft guidance](#) to improve wastewater and stormwater management and water conservation in Ontario.

Stormwater and wastewater infrastructure is costly to municipal governments but also

vital for sustainable communities. AMO has called for federal and provincial support to help municipal governments upgrade these systems to help communities improve resilience to climate change and improve other environmental outcomes.

Subwatershed Planning Guide Consultation Open and Webinars Announced

The Ministry of the Environment, Conservation and Parks is proposing a Subwatershed Planning Guide to help municipalities and other planning authorities in implementing provincial policy direction to undertake watershed and subwatershed planning that informs land use and infrastructure planning under the *Planning Act* in Ontario.

The proposed guide has been posted to the Environmental Registry for a 45-day public consultation from January 27, 2022, to March 13, 2022. To review and comment on the proposed document, please see the Environmental Registry proposal notice at [ERO number 019-4978](#).

The Ministry of the Environment, Conservation and Parks will be hosting two information webinars on the proposed guide, on [February 16, 2022 from 1:00-2:30 p.m.](#) and [February 24, 2022 from 9:00-10:30 a.m.](#) Follow the link on each date to register.

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POLICY UPDATE

January 26, 2022

AMO Policy Update – Pre-Budget Submission, New Joint & Several Technical Group, Phase 2 CA Regulations, and Provincial Gas Tax Boost

AMO Pre-Budget Submission

Today, Jamie McGarvey, AMO President, delivered the Association's Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs. His remarks highlighted three key themes for the fiscal year that lies ahead:

1. AMO seeks a provincial budget that continues to address pandemic-related municipal costs with ongoing intergovernmental cooperation and investment.
2. A budget that does not impose new unfunded responsibilities upon municipalities and builds for the future; and
3. A budget that accounts for inflation in cost-share programs, Ontario Municipal Partnership Fund allocations, and provincial payments in lieu of taxes.

His address highlighted growing municipal capital contributions to new hospital construction and the need to re-think funding approaches. The full written submission is [linked here](#). Municipalities are encouraged to re-enforce the above themes in their submissions to the government and note highlighted emerging trends.

Municipal Insurance Costs: Joint and Several Liability Technical Review

Attorney General Doug Downey has asked his Ministry to convene a Technical Working Group on joint and several liability. The Working Group is anticipated to begin work in March and will start by examining suggestions made by AMO. The announcement responds to recent calls by AMO and municipalities for the government to create a plan to address this long-standing challenge before the end of the Government's mandate.

Municipalities have experienced substantial increases in insurance costs and joint and several liability is one driver of insurance rates long identified by the municipal sector. Other drivers include climate change and the insurance market.

The Working Group will also include insurance industry representation and is a positive step by the Government. While AMO recognizes that a solution is unlikely before the June Ontario election, it is hoped that the discussions will lay the

groundwork for action afterward.

Phase 2 Regulations of the *Conservation Authorities Act* Posted

Today, the Ministry of the Environment, Conservation and Parks posted the [second phase of regulations](#) under the *Conservation Authorities Act*. The posting proposes how the CA programs and services will be paid for, including the municipal levy, the voting mechanism, and other governance and transparency matters.

As part of this consultation, the Ministry is hosting three webinars in February, including one focused for municipalities and municipal associations on February 8th. If you wish to attend a webinar, please register by emailing ca.office@ontario.ca with the subject line “CAA Phase 2?Webinars” and indicate your preferred session date.

AMO will provide comments on the submission which are due in 30 days (February 25, 2022).

Ontario Gas Tax Boost

On January 21, 2020, the Honourable Caroline Mulroney, Minister of Transportation [announced](#) that the province will provide an additional \$120.4M in one time funding to top the Ontario Gas Tax for Transit Program in 2021-22. This funding brings the program to \$375.6M for the year and stabilizes it after gas tax revenues decreased during the pandemic.

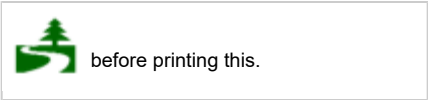
The Ontario Gas Tax for Transit Program provides two cents for every litre of gasoline sold in the province. The funds are allocated based on transit ridership and can be used to support transit capital and operations. The funds are provided to 107 municipalities and support transit services in 142 communities.

Gas Tax funding stability was recommended by AMO and will provide important supports to municipal transit as the pandemic continues to challenge ridership levels. This funding is in addition to previously announced specialized COVID-19 transit supports by the provincial and federal governments.

Along with the recent [doubling](#) of Ontario Community Infrastructure Fund (OCIF), Ontario municipalities will be able to plan expenditures to improve important local services.

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

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January 19, 2022

Ontario-Municipal Summit Seeks Solutions to Build More Homes

Today, Ontario's Big City Mayors (OBCM), Mayors and Regional Chairs of Ontario (MARCO), and AMO President Jamie McGarvey met with Premier Doug Ford and Minister of Municipal Affairs and Housing, Minister Steve Clark, at the [Ontario Housing Affordability Summit](#).

Premier Ford announced more than \$45 million for a new Streamline Development Approval Fund to help Ontario's 39 largest municipalities modernize, streamline, and accelerate processes for managing and approving housing applications. Over \$8 million was announced through the Audit and Accountability Fund to help large urban municipalities identify potential savings and efficiencies through third-party reviews to further accelerate the creation of new housing and modernize municipal services.

The provincial government has also committed to working with the municipal sector to develop a data standard for planning and development applications to help accelerate approval timelines. This work is part of the [Ontario Data Authority](#) initiative, designed to accelerate Ontario's economic and social growth through improved data sharing. AMO's Digital Government Task Force has been recently re-purposed to work on this needed data standard.

AMO agrees with the province that everyone has a role to play in addressing Ontario's housing crisis and reiterates that housing affordability is a shared responsibility requiring commitment and coordination from all orders of government and the non-profit, co-operative, and private sector. Today's Summit was a good start and there is more work to do.

AMO looks forward to continuing to work with our partners to address Ontario's housing crisis, including at the upcoming Rural Housing Affordability Roundtable. The Premier and Minister will be hosting this Roundtable at the ROMA Conference on January 23rd with rural, remote, and northern municipal leaders.

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

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POLICY UPDATE

January 14, 2022

AMO Policy Update – MOI Broadband Webinar, Joint + Several Liability Resolution and Federal Housing Accelerator

Broadband Webinar

On Thursday January 13, 2022, members of municipal council and CAOs received an **emailed invitation** from Jill Vienneau, Assistant Deputy Minister, Broadband Strategy Division to attend a webinar on broadband deployment in Ontario to meet the commitment to connect all homes and businesses to high-speed internet by 2025.

Municipal governments have played a critical role in supporting broadband expansion and will continue to do so as the projects approved under the Ontario Reverse Auction in spring 2022 require access to rights of way and public infrastructure. This webinar will provide an update from Minister Surma and a presentation from Ministry officials on the status of projects, planned actions and requirements.

AMO members are encouraged to attend the session which will be held on January 18th, 2022, from 2:00 – 4:00 p.m.

Joint and Several Liability Resolution

Recently, AMO [wrote](#) to members regarding the status of commitments to review Joint and Several Liability and the need to encourage the Ontario Government to put a plan in place with municipalities to address this issue before the end of the current mandate. Members were asked to consider passing a resolution to support the request and to send it to relevant Ministers and copy AMO.

AMO thanks those members that have already done so and has drafted a [standard resolution](#) for members that may still be interested in supporting this call. If you have not already done so, councils are encouraged to discuss the request at their next meeting and consider the attached draft resolution.

Federal Housing Accelerator

Municipalities and the public are invited to share their ideas on how the federal Housing Accelerator Fund and Rent-to-Own programs could be most effective. The Housing Accelerator Fund will aim to remove barriers and help municipalities build housing more quickly in an ambitious and innovative manner, while the Rent-to-Own

program will aim to help make it easier for renters to work towards home ownership. Ideas can be submitted directly to the federal government until January 31, 2022, at <https://www.placetocallhome.ca/callforideas>.

If you have ideas for AMO to convey, please send to Amber Crawford and Michael Jacek by 12pm Tuesday, January 18th. Email: ACrawford@amo.on.ca; MJacek@amo.on.ca.

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POLICY UPDATE

January 5, 2022

AMO Policy Update – New Year Calls to Action and other issues of municipal concern

Call to Action – Joint and Several Liability

In 2018, Premier Ford committed to reviewing the matter of municipal joint and several liability. This review was conducted in 2019 with AMO and municipalities fully participating. Unfortunately, the results of this provincial review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter.

As municipal leaders are aware, liability and risks are one major driver of exponentially increasing insurance costs. However, managing risk and liability also has environmental impacts such as road salt application affecting wetlands and water quality in our lakes and streams.

To help drive the policy discussion, AMO submitted “[Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs](#)” in October 2019 that provides a refresh on the municipal argument to find a balance to the issues and challenges presented by joint and several liability, including implementing full proportionate liability and a cap on economic loss awards. It provided seven straightforward recommendations for actions to deal with this problem.

AMO is now asking for municipal councils to lend their support to the 7 recommendations contained in the AMO submission to re-establish the priority for provincial action on this issue. Councils are encouraged to pass a resolution when you next meet to ask the government to work with us to on a plan for resolution before the end of its current mandate.

Please send your supportive resolutions to the Attorney General, the Honourable Doug Downey at attorneygeneral@ontario.ca and copy the Minister of Municipal Affairs and Housing, the Honourable Steve Clark at minister.mah@ontario.ca as well as the AMO President, Jamie McGarvey, at amopresident@amo.on.ca.

Call to Action – CN Rail and Drainage

AMO has prepared a [template letter](#) (also available for download in [.docx](#) format) for municipal Councils that are experiencing issues with drainage maintenance work, construction of new drains, and the collection of assessed costs to Railways for the *Drainage Act*. The template letter, which can be modified by each municipal Council, is intended to amplify support of the Ontario Minister of Agriculture, Food and Rural Affairs (OMAFRA)'s [letter](#) dated December 23, 2021. As the Minister states in her letter, "Given that federally regulated railways are indeed subject to the *Drainage Act*, we expect CN Rail to pay its costs as assessed under the *Drainage Act* and not to hinder the progress of these projects or others in the future."

Municipal Councils are encouraged to send the letter to each of the recipients copied in the letter and forward a copy to policy@amo.on.ca.

***Providing More Care, Protecting Seniors and Building More Beds Act* Receives Royal Assent**

On December 9th, the *Providing More Care, Protecting Seniors, and Building More Beds Act, 2021*, received [Royal Assent](#). The legislation will repeal the *Long-Term Care Homes Act, 2007* and replace it with the *Fixing Long-Term Care Act, 2021*. This new Act establishes in law the commitment to provide an average of four hours of direct care per resident per day by March 31, 2025, with increasing interim goals to increase care; establish new compliance and enforcement tools, including doubling the fines on the conviction of an offence; and align the Residents' Bill of Rights with the Ontario *Human Rights Code* and recognize the role caregivers play in resident health and well-being. The legislation also makes changes to the *Retirement Homes Act, 2021*.

AMO provided both a [written submission](#) to the Standing Committee on the Legislative Assembly and presented to the Committee our feedback on the Bill. The legislature made a revision to include emotional needs in the preamble of the Act, but not as a fundamental principle as was advocated for by AMO and other organizations. The government is set to propose and publicly consult on regulations for the two Acts in the coming months. AMO will continue to provide input and advocate for increased funding for municipal homes to implement emotion-focused models of care.

Call for Ideas: Housing Accelerator Fund and Rent-to-Own Program

The federal Minister of Housing and Diversity has launched a Call for Ideas for two of the federal government's priorities outlined in the Speech for the Throne. The Housing Accelerator Fund would aim to remove barriers and help municipalities build housing more quickly in an ambitious and innovative manner, while the Rent-to-Own program would aim to help make it easier for renters to work towards home ownership. Municipalities, provinces and territories, Indigenous governments, organizations and communities, private and non-profit housing sectors, and Canadians are invited to share their ideas on how these programs could be most effective.

Ideas can be submitted until January 31, 2022 at

<https://www.placetocallhome.ca/callforideas>.

AMO Submission to the Ministry of Health on Municipal-OHT Engagement

AMO has submitted [recommendations](#) to the Minister of Health that will improve and standardize the relationship between Ontario Health Teams (OHTs), municipal governments, and District Social Service Administration Boards (DSSABs). Currently 50 OHTs have been established in the province; however, of the 42 OHTs that were approved prior to September 17th, 2021, only 40% have listed a municipality as a partner or member.

The integration of municipal governments and District Social Service Administration Boards into Ontario Health Teams' (OHTs) decision-making across the province has been inconsistent and inappropriate for an order of government. AMO has long called upon the province to mandate a municipal voice into health care service planning and decision making. AMO's submission calls on the Ministry to implement these recommendations and ensure that municipal knowledge is integrated into local system planning and management of the health care system.

Municipal Cannabis Resources Available

AMO has assembled resources and key messages for municipalities to consider when addressing personal and designated medical cannabis grows in their communities and in their provincial and federal cannabis advocacy. [The Municipal Resources](#) have been assembled to provide examples of how Ontario communities have addressed issues related to medical cannabis grows. They do not reflect any requirements but offer examples of possible tools for municipal governments to consider.

The [Key Messages for Municipalities](#) offer messaging that municipal governments may choose to consider in their provincial and federal cannabis advocacy. Both resources have been compiled based on the input and contributions of AMO's Personal and Designated Medical Cannabis Grows Staff Working Group.

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

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ROMA 2022

MINISTRY OF AGRICULTURE, FOOD AND RURAL AFFAIRS



SOUTH CENTRAL ONTARIO REGION ECONOMIC DEVELOPMENT CORPORATION

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Vice Chair - Alison Warwick
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Thames Centre Mayor

Treasurer - Brad Richards
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Norfolk County Mayor

Board Member - Larry Martin
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Norwich Mayor

Board Member - Chris Van Paassen
Norfolk County Councillor



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OVERVIEW

The South Central Ontario Region Economic Development Corporation (SCOR EDC) is a regional partnership comprised of the Counties of Brant, Elgin, Middlesex, Norfolk and Oxford. SCOR was incorporated in 2010 as a means to provide planning and coordination for regional issues, implement regional economic development priorities, identify funding sources and to partner with other levels of government, and act as a regional catalyst for investment.

KEY PRIORITY AREAS

1. Infrastructure that fosters economic development
2. Human Capital and workforce to support economic development
3. Sector development with a focus on agriculture and food processing

THANK YOU

We thank you for your continued support and connection with SCOR EDC. We appreciate your ongoing commitment to rural economic development through the RED funding. This funding is imperative to the health and prosperity of our rural communities.

Recent SCOR EDC and Partner Activities:

- **Coordinated a task force focused on agricultural workforce issues.** Since the onset of the pandemic SCOR EDC has been faced with issues related to the agricultural workforce. While attracting and retaining an agricultural workforce has been an ongoing challenge, this was exacerbated by the pandemic. Information was communicated to Members of Parliament, your Ministry, and other organizations such as Ontario Federation of Agriculture (OFA) and Canadian Federation of Agriculture (CFA).
- **Collaborated with the OFA on Feeding Your Future initiative.** Through Canadian Agricultural Partnership funding, OFA and its partners coordinated a support system for agriculture and food employers from field to fork. SCOR EDC worked with commodity associations to create training videos.
- **Collaborated with the OFA on Always in Season initiative.** Through Canadian Agricultural Partnership funding, OFA, its partners, and Wilton Consulting Group developed a toolkit for communities to guide them through potential activities, key performance metrics, funding opportunities, and ways to collaborate to support the agri-food sector. SCOR EDC coordinated the creation both a book celebrating agriculture across the region as well as a colouring book with pictures from local artists.
- **Supported the development of Conestoga College's Agriculture Equipment Operator program.** Formed through collaboration with Brant County and Conestoga College and funded by the Canadian Agricultural Partnership, the program has been a large success. The second cohort is now in class (January 2022). There is a high demand in the region for skilled equipment operators, resulting in high demand graduates.
- **Supported the development of Fanshawe College's Agri-Business Management Program.**



ISSUE 1: RURAL ECONOMIC DEVELOPMENT FUNDING

Your ministry's commitment to action and identifiable outcomes for projects awarded dollars through the RED program is laudable. We appreciate your continued stewardship of taxpayer dollars.

In light of the pandemic organizations, municipalities and businesses are in uncharted waters. As projects and initiatives are developed to support the success of rural Ontario we also need to invest in planning. Now more than ever the need to plan well and to consider all aspects of projects is critical to long term recovery and success.

ASKS:

1

Broaden the scope of the RED program to include funded projects that have planning components or are planning in nature.



ISSUE 2: LAND-USE PLANNING

According to a recent analysis of census data conducted by the OFA, Ontario has been losing 175 acres daily to urban sprawl. With only 5% of Ontario's land able to support agricultural use to grow food for human consumption, it is imperative that land-use planning be a provincial priority.

The pre-pandemic rate of loss of agricultural land was alarming but now, as urban dwellers seek property outside of larger centres, housing pressures are mounting.

Developers looking to capitalize on these housing needs in small urban and rural Ontario are seeking out farm land. They are often approaching farmers to purchase land at triple or even higher rates per acre. Commodity and food prices have not kept pace with the increase in land costs making it very difficult for farmers to turn down the kind of cash developers are offering for farm land. This coupled with pressures on municipalities to expand their urban footprints, is only increasing this alarming trend. Provincial policy requires municipalities to have 15 years of residential growth, and also a mix of housing types; the “easy” option is for municipalities to expand their boundaries.

Now more than ever we need to be responsible about land planning. The need to provide housing while maintaining our agricultural lands has become a critical and volatile issue within our communities. We are fast losing agricultural land to accommodate new housing development. We need further planning tools to maintain our agricultural spaces while making way for new residents.

ASKS:

1

Continued commitment to the protection of agricultural lands. We look forward to increased collaboration with other Ministries, such as Municipal Affairs and Housing, to create tools and incentives which will encourage urban revitalization and higher density, mixed dwellings.



ISSUE 3: MUNICIPAL DRAINS

Municipalities and other private landowners are bearing the full cost of drainage upgrades on or near rail lands due to unclear jurisdiction authority.

Landowners in an existing defined drainage watershed under by-law are fiscally responsible "pro-rata" for maintenance work undertaken according to the current system. Landowners that also happen to be railway operations are included in the general landowner category. As many of the drains are due to be updated, the question of jurisdiction becomes more prominent. Drain projects are carried out adhering to the process outlined in the [Act](#).

However, over the past 18 months or so, CN has declined to pay their portion of municipal drain costs. The process for municipalities as identified in the Act, does not align with CN's internal process for cost sharing for drainage upgrades. Municipalities have been following the process in the Act and not the internal process of CN. It is on this basis that CN is recently refusing to pay their portion of drainage projects. Municipal leaders across the region have reached out to CN to meet and discuss this issue, most recently at a September 2021 meeting. At the meeting the issues of jurisdiction remained murky and rail owners were unwilling to comply with policies and cost sharing as had been their practice in the past. The CN Pipe Crossing Agreement is in direct conflict with components of the Drainage Act.

The Municipality is then left covering the costs to upgrade drains on rail property. This is costing the municipalities tens of thousands of dollars that municipal budgets cannot bear.

ASKS:

1

Support for municipalities in their efforts to determine jurisdiction of drains located on rail property. Municipal leaders would be pleased to meet with representatives from your Ministry and CN to discuss the obligations and jurisdictions so that all parties are clear on their responsibilities, including financial obligations.



SUMMARY OF ASKS

- 1 **Broaden the scope of the RED program to include funded projects that have planning components or are planning in nature.**
- 2 **Continued commitment to the protection of agricultural lands.**
- 3 **Support for municipalities in their efforts to determine jurisdiction of drains located on rail property.**

THANK YOU

We thank you for your time and consideration of the important issues affecting the South Central Ontario Region. We look forward to our continued partnership.



RESOURCES AND CONTRIBUTORS

This ROMA Delegation would not have been made possible without the support and contributions from our many valued partners and resources.

The SCOR Board of Directors: <https://www.scorregion.com/>

Municipality of Bayham: <https://www.bayham.on.ca/>

County of Brant: <https://www.brant.ca/en/index.aspx>

Elgin County: <https://www.elgincounty.ca/>

Middlesex County: <https://www.middlesex.ca/>

Norfolk County: <https://www.norfolkcounty.ca/>

Oxford County: <https://www.oxfordcounty.ca/>

Ontario Federation of Agriculture: <https://ofa.on.ca/>

Conestoga College: <https://www.conestogac.on.ca/fulltime/agricultural-equipment-operator>

Fanshawe College: <https://www.fanshawec.ca/programs/agm2j-agri-business-management/next>