



**MIDDLESEX COUNTY COUNCIL  
AGENDA**

Tuesday, September 13, 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>

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<b>1. CALL TO ORDER AND WARDEN'S REMARKS</b>	
<b>2. PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF</b>	
<b>3. BUSINESS ARISING FROM THE MINUTES</b>	
<b>4. MINUTES</b>	
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4.b. Closed Meeting Minutes of the August 30, 2022 Meeting of County Council	
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<b>8. NEW BUSINESS</b>	
8.a. Flooring Replacement (Approved Capital Budget Project) Report from Brent Kerwin, Strathmere Lodge Administrator	16

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT a by-law be introduced at the September 13, 2022 meeting of County Council to:

- a. Authorize and approve the Agreement between Strathmere Lodge and Adias Impex Ltd. for the replacement of flooring at the Lodge; and
- b. Authorize the Warden and the Clerk to execute the Agreement.

8.b. Federal Electoral Boundaries - Proposed Redistribution Plan

62

Report from Bill Rayburn, CAO

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT staff be directed to submit a Public Hearing Participation Form to the Ontario Commission to enable the Warden to make representations regarding the impact of the proposed redistribution on residents of Middlesex County at the public hearing being held October 28, 2022 at the Ivey Spencer Leadership Centre.

**9. COUNCILLOR'S COMMENTS AND OTHER BUSINESS**

**10. BY-LAWS**

10.a. #7191 - A BY-LAW to Authorize an Agreement with Adias Impex Ltd.

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10.b. #7192 - A BY-LAW to Confirm the Proceedings of the September 13, 2022 meeting of County Council

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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 the Committee of the Whole convene at \_\_\_\_ pm.



11.a. PUBLIC 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; Peter Jennen; 1052 Longwoods Road; Part Lots 22 and 23 Range 1 North; Municipality of Southwest Middlesex

11.a.1.1. Staff Report

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Report from Mark Brown, Woodlands Conservation Officer/Weed Inspector

11.a.1.2. Applicant's Submissions

Submissions from Applicant Peter Jennen

11.a.1.3. Questions from the Committee 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. Orientation

Presentation by Bill Rayburn, CAO

11.b. ACTION ITEMS

11.b.1. Thames Centre Official Plan Amendment No. 26; 5026367 Ontario Inc., File No. 39-TC-OPA26

76

Report from Durk Vanderwerff, Director of Planning and Development

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Amendment No. 26 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.2. Middlesex Centre Official Plan Amendment No. 56; Walker; File No. 39-MC-OPA56 106

Report from Durk Vanderwerff, Director of Planning and Development

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Amendment No. 56 to the Middlesex 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. 2023 Middlesex County Council and Library Board Meeting Calendar 184

Report from Marci Ivanic, Legislative Services Manager/Clerk

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT the Library Board meetings for the remainder of 2022 be scheduled for September 27, 2022, November 15, 2022 and December 6, 2022;

THAT the 2023 County Council and Library Board meeting schedule be approved as presented;

THAT if required, a special County Council meeting may be called by the Warden; and

THAT upon approval by County Council, copies of the 2023 Meeting Calendar be circulated to County Councillors and local municipalities.

- 11.b.4. Consolidated Highway By-law 187

Report from Chris Traini, County Engineer

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT the proposed County Highway By-law (Appendix A) and the proposed By-law to amend Parking By-law #6208 (Appendix B) be introduced at the September 27, 2022 meeting of County Council.

11.c. CORRESPONDENCE AND INFORMATION ITEMS

11.c.1.	General Payables August 12, 2022 to September 1, 2022 totaling \$79,092.34	216
11.c.2.	Economic Development Payables August 12, 2022 to September 1, 2022 totaling \$8,144.72	218
11.c.3.	ITS Payables August 12, 2022 to September 1, 2022 totaling \$296,648.25	219
11.c.4.	Library Payables August 12, 2022 to September 1, 2022 totaling \$25,388.83	221
11.c.5.	MLPS Payables August 12, 2022 to September 1, 2022 totaling \$826,517.32	223
11.c.6.	Planning Payables August 12, 2022 to September 1, 2022 totaling \$6,996.69	228
11.c.7.	Roads Payables August 12, 2022 to September 1, 2022 totaling \$305,446.49	229
11.c.8.	Strathmere Lodge Payables August 12, 2022 to September 1, 2022 totaling \$148,413.09	232
11.c.9.	Social Services Payables August 12, 2022 to September 1, 2022 totaling \$611,433.42	234

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Items 11.c.1 to 11.c.9 be received for information.

11.c.10.	County/City Liaison Committee Report - June 22, 2022	236
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11.c.11.	Middlesex Centre Official Plan Amendment No. 46; 1571145 Ontario Limited; File No. 39-MC-OPA46; Ontario Land Tribunal Appeal  Report from Durk Vanderwerff, Director of Planning and Development	238
11.c.12.	Final Approval of Cirrus Developments (Timberview), Plan of Subdivision; File No. 39T-SC2001, Municipality of Strathroy-Caradoc  Report from Teresa Hill, Planning and Development Coordinator	239
11.c.13.	AMO Policy Update - August 19, 2022	241
11.c.14.	AMO Policy Update - August 29, 2022  Moved by _____ Seconded by _____ THAT Items 11.c.10 to 11.c.14 be received for information.	244

## **12. INQUIRIES**

## **13. NEW BUSINESS**

### **13.a. Closed Session**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT the Committee of the Whole convene in Closed Session at \_\_\_\_ pm in order to consider personal matters about an identifiable individual, and labour relations or employee negotiations in accordance with subsections 239(2)(b) and (d).

#### **13.a.1. MLPS Job Description Review**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Committee rise from Closed Session.

### **13.b. Rise and Report**

## **14. ANNOUNCEMENTS**

14.a. Warden's Banquet - November 5, 2022

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Committee of the Whole rise at \_\_\_ pm.

**15. ADJOURNMENT**

Accessible formats and communication supports are available upon request.

Please contact Marci Ivanic, Legislative Services Manager/Clerk.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

That the meeting adjourn at p.m.

**MIDDLESEX COUNTY COUNCIL**  
**MINUTES**

Tuesday, August 30, 2022, 1:00 PM  
Middlesex County Building  
399 Ridout Street North, London

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

Warden Warwick called the meeting to order at 1:00pm and addressed Council as follows:

*"Once again the summer AMO conference has been and gone and it will be memorable for many different reasons, one of which was being able to attend in person after two years of virtual meetings. This was the first time seeing the provincial ministers after the June election. We saw many new faces, but also lots of familiar ones.*

*There were many conversations about various topics.... The big three as always were housing, transportation and internet access for all locations in Ontario.*

*Our health system led a large part of the discussions.*

*The County had an opportunity to partner with the City of London to talk to Minister Jones, and Minister Tibollo as well as PA Patrice Barnes about our concerns regarding social services, child care, early years funding, housing and homelessness and land ambulance.*

*The county provided some worthy solutions to these concerns, and I was pleased to help present these.*

*Firstly, we presented ways to improve and modernize land ambulance dispatch and options to relieve hospital wait times and off load delays. During our meeting with Minister Jones, we proposed a pilot project that would see Paramedics working in a single response unit, respond to lower acuity calls with the goal of assessing the needs of patients by triaging patients on scene, treating patients on scene and referring patients on scene to an MLPS Community Paramedic.*

*This project is described as Treat and Refer. We also advocated for the province to give Paramedics the ability to Treat and Release on scene or to transfer patients to an alternative Destination.*

*Our position at the county is that this pilot project will provide some much need relief at all levels (including to MLPS call volumes, offload delays, unnecessary transports and emergency department volumes).*

*We are hopeful that the letters sent after the conference to Premier Ford and the Deputy Premier and Minister of Health, Sylvia Jones will continue this conversation.*

*The Western Ontario Wardens Caucus were also well represented at the ministerial delegations. Four priorities were discussed including: Affordable and Attainable Housing in rural areas, Implementation of the Western Ontario Workforce strategy, Provincial Broadband and cellular infrastructure, and Mental Health and addictions. These delegations were presented to individual ministers as well at a multi minister delegation and also to the leaders of the NDP, Green and Liberal party.*

*Some of the key messaging included sobering statistics:*

- Half of the household incomes across the WOWC region have an average income of less than \$80,000. CMHC's maximum affordable home cost is \$327,000 dollars while the average home price is \$266,000 more than that.*
- Half of the in demand occupations in the region are in lower income roles. This would suggest that future housing demand will be for lower priced homes. Housing options will need to include a greater number of housing units for people to continue to work in their communities, including co-housing or smaller houses provided at a lower cost. The WOWC region needs innovative housing solutions that can be constructed faster and can*

*accommodate the local workforce needs. Seasonal and migrant workers in particular need to be close to their employment.*

- One third to one half of all tenant households are currently exceeding the 30% threshold for houses expenses. The higher share of rent paid is proving to be a barrier to households wishing to buy a home. The WOWC region will need more rental options and other options to help transition from renting to home ownership.*
- The housing options should include opportunities to enter market to build equity and move up. The housing option should include a greater supply of housing options.*

*These statements give us a great insight to the pressures we are experiencing in this area. The OFA is concerned about the loss of farmland and recommend intensifying, but our rural communities and small urban areas are pushing back about growth in these areas. It is our job to make sure these facts are presented to residents in a factual manner that makes our towns and villages a place where all residents have an opportunity to have the quality of life that we all deserve.*

*As chair of SCOR, joined by Councillor Richards and other members of the board, I attended seven delegations to discuss the concerns of the regional partnership of Middlesex Elgin Oxford Norfolk and Brandt. Again similar issues as mentioned above were discussed, with some emphasis on transportation.*

*I would also like to recognize that newly elected MPP Rob Flack attended many of the delegations that were in his riding and his observations and questions were well received.*

*I thank all those that attended, prepared reports and worked hard in the background to give us a chance to make a difference in the County of Middlesex."*

## **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 July 19, 2022 meeting of County Council



Moved by Councillor Vanderheyden  
Seconded by Councillor Cornelissen

THAT the Minutes of the July 19, 2022 meeting of County Council be approved as presented; and

THAT the recommendations made by the Committee of the Whole as set out in the Minutes of the July 19, 2022 meeting be adopted.

Carried

4.b Minutes of the Closed Session of County Council on June 14, 2022

Moved by Councillor Smith  
Seconded by Councillor DeViet

THAT the Minutes of the Closed Session of County Council on June 14, 2022 be approved as presented.

Carried

**5. DEPUTATIONS**

None.

**6. ENQUIRIES OR NOTICES OF MOTION**

None.

**7. REPORTS**

None.

**8. NEW BUSINESS**

8.a FU Fiber Inc. Telecommunications Municipal Access Agreement

Report from Wayne Meagher, County Barrister & Solicitor

Moved by Councillor Mayhew  
Seconded by Councillor Burghardt-Jesson

THAT a by-law be introduced to:

- a. Authorize and approve the Agreement with FU Fiber Inc.; and
- b. Authorize the Warden and the Clerk to execute the Agreement.

Carried

8.b FERNOPAC RACS

Report from Chief Neal Roberts, MLPS

Moved by Councillor Ropp

Seconded by Councillor Elliott

THAT the report on the recent emergency purchase of replacement Ferno PAC RACS be received for information.

Carried

8.c MLPS Operations Update

Report from Chief Neal Roberts, MLPS

Moved by Councillor Mayhew

Seconded by Councillor Elliott

THAT the MLPS Operations Update be received for information.

Carried

8.d Truck Purchase - 3/4 Ton Crew Cab Pick-up

Report from Chris Tarini, P. Eng., GM Infrastructure/Deputy CAO/County Engineer

Moved by Councillor Ropp

Seconded by Councillor Brennan

THAT the quote submitted by Oxford Dodge Chrysler Inc. for the supply of a 2022 RAM 2500 ¾ ton Tradesman Diesel 4x4 crew cab pick up truck for \$79,850.00 (plus HST) be accepted.

Carried

**9. COUNCILLOR'S COMMENTS AND OTHER BUSINESS**

Warden Warwick welcomed Sue Clarke who was seated in the gallery. Ms. Clarke will be joining County Council as the Mayor of Adelaide Metcalfe for the 2022-2026 term of Council.

Councillor Burghardt-Jesson spoke about the County's delegations at AMO regarding child care and land ambulance issues.

Moved by Councillor Burghardt-Jesson

Seconded by Councillor Elliott

THAT a meeting request be sent to MPP Flack and Minister McNaughton to present the materials on land ambulance and child care presented at AMO.

Carried

Councillor Vanderheyden spoke about the Wardens' Association's Summer Picnic and thanked staff for assistance.

Councillor DeViet announced she has been elected as Chair of the County Caucus for AMO. She thanked Council for supporting her nomination.

## **10. BY-LAWS**

10.a #7189 - A BY-LAW to Authorize a Telecommunications Municipal Access Agreement with FU Fiber

10.b #7190 - A BY-LAW to Confirm the Proceedings of County Council on August 30, 2022

Moved by Councillor Elliott

Seconded by Councillor Mayhew

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

Carried

Moved by Councillor Cornelissen

Seconded by Councillor Vanderheyden

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

Carried

## **11. COMMITTEE OF THE WHOLE**

Moved by Councillor Smith

Seconded by Councillor Burghardt-Jesson

THAT Committee of the Whole convene at 1:44 pm.

Carried

## 11.a DELEGATIONS / REPORTS OF COUNTY OFFICERS

### 11.a.1 Attainable Housing Review

Presentation from Vink Consulting and TWC Consulting

Moved by Councillor DeViet

Seconded by Councillor Elliott

THAT the Attainable Housing Review presentation be received for information.

Carried

### 11.a.2 London & Middlesex Local Immigration Partnership Presentation

Presentation from Jill Tansley, Co-Chair, LMLIP and Huda Hussein, Project Coordinator, LMLIP

Moved by Councillor Mayhew

Seconded by Councillor Elliott

THAT the London & Middlesex Local Immigration Partnership presentation be received for information.

Carried

### 11.a.3 Ontario Connects - Accelerated High-speed Internet Program

Report from Chris Bailey, Director of Information and Technology Services

Moved by Councillor Ropp

Seconded by Councillor Richards

THAT the Accelerated High-Speed Internet Program report be received for information.

Carried

### 11.a.4 Decentralization Project

Presentation from Bill Rayburn, CAO

Moved by Councillor Richards  
Seconded by Councillor Elliott

THAT the Decentralization Project presentation be received for information.

Carried

#### 11.a.5 Post-Election Committees and Boards

Presentation from Bill Rayburn, CAO

Moved by Councillor DeViet  
Seconded by Councillor Brennan

THAT the Post-Election Committees and Boards presentation be received for information.

Carried

#### 11.b ACTION ITEMS

##### 11.b.1 Exemption for a Proposed Plan of Condominium: Lucan Woods; Township of Lucan Biddulph; File No. 39T-LB-CDM2201

Report from Durk Vanderwerff, Director of Planning and Development

Councillor A. Mayhew exited meeting at 3:02 pm.

Moved by Councillor Vanderheyden  
Seconded by Councillor Burghardt-Jesson

THAT the County of Middlesex exempt plan of condominium File No. 39T-LB-CDM2201 for 2381414 Ontario Inc. from the full condominium approval process.

Carried

##### 11.b.2 Proposed Plan of Subdivision (File No. 39T-SC1601) and Official Plan Amendment No. 15 (File No. 39-SC-OPA15); Municipality of Strathroy-Caradoc, Saulsbury Developments and 2634876 Ontario Inc.

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Richards

Seconded by Councillor Vanderheyden

THAT the proposed Plan of Subdivision (File No. 39T-SC1601) be granted draft plan approval subject to conditions and that a Notice of Decision be circulated as required by the Planning Act and that the Notice of Decision indicate that all written submissions received on the application were considered; the effect of which helped make an informed recommendation and decision; and

THAT Amendment No. 15 (File No. 39-SC-OPA15) to the Municipality of Strathroy-Caradoc 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 all written submissions received on the application were considered; the effect of which helped to make an informed recommendation and decision.

Carried

11.b.3 Proposed Plan of Subdivision (File No. 39T-MC2002) and Official Plan Amendment No. 51 (File No. 39-MC-OPA51); Middlesex Centre; Valleyview Developments Inc.

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Brennan

Seconded by Councillor DeViet

THAT the proposed Plan of Subdivision (File No. 39T-MC2002) be granted draft plan approval subject to conditions and that a Notice of Decision be circulated as required by the Planning Act and that the Notice of Decision indicate that all written submissions received on the application were considered; the effect of which helped make an informed recommendation and decision; and

THAT Amendment No. 51 (File No. 39-MC-OPA51) to the Municipality of Middlesex 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 all written submissions received on the application were considered; the effect of which helped to make an informed recommendation and decision.

Carried

11.b.4 Proposed Plan of Subdivision (File No. 39T-MC2003) and Official Plan Amendment No. 52 (File No. 39-MC-OPA52); Middlesex Centre; Valleyview Developments Inc.

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Cornelissen

Seconded by Councillor Ropp

THAT the proposed Plan of Subdivision (File No. 39T-MC2003) be granted draft plan approval subject to conditions and that a Notice of Decision be circulated as required by the Planning Act and that the Notice of Decision indicate that all written submissions received on the application were considered; the effect of which helped make an informed recommendation and decision; and

THAT Amendment No. 52 (File No. 39-MC-OPA52) to the Municipality of Middlesex 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 all written submissions received on the application were considered; the effect of which helped to make an informed recommendation and decision.

Carried

11.b.5 Proposed Plan of Condominium (File No. 39T-CDM-MC2201); Middlesex Centre; C&L Group Ltd.

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Richards

Seconded by Councillor Brennan

THAT the proposed Plan of Condominium (File No. 39T-MC-CDM2201) be granted draft plan approval subject to conditions and that a Notice of Decision be circulated as required by the Planning Act and that the Notice of Decision indicate that all written submissions received on the application were considered; the effect of which helped make an informed recommendation and decision.

Carried

11.b.6 Flooring Replacement (Approved Capital Budget Project)

Report from Brent Kerwin, Strathmere Lodge Administrator

Moved by Councillor Burghardt-Jesson

Seconded by Councillor Elliott

THAT the Flooring Replacement report from Brent Kerwin, Strathmere Lodge Administrator be deferred to the September 13, 2022 meeting of County Council.

Carried

11.c CORRESPONDENCE AND INFORMATION ITEMS

11.c.1 General Payables - July 8, 2022 to August 11, 2022  
totalling \$1,645,885.79

11.c.2 Economic Development Payables - July 8, 2022 to August 11, 2022  
totalling \$47,187.94

11.c.3 ITS Payables - July 8, 2022 to August 11, 2022  
totalling \$220,817.43

11.c.4 MLPS Payables - July 8, 2022 to August 11, 2022  
totalling \$1,191,387.02

11.c.5 Planning Payables July 8, 2022 to August 11, 2022  
totalling \$21,763.21

11.c.6 Roads Payables July 8, 2022 to August 11, 2022  
totalling \$2,311,468.19

11.c.7 Social Services Payables July 8, 2022 to August 11, 2022  
totalling \$417,381.33



11.c.8 Strathmere Lodge Payables - July 8, 2022 to August 11, 2022  
totalling \$407,202.46

11.c.9 Library Payables - June 3, 2022 to August 11, 2022  
totalling \$113,361.10

11.c.10 Electronic Payments July 2022

Moved by Councillor Ropp  
Seconded by Councillor Smith

THAT Items 11.c.1 to 11.c.10 be received for information.

Carried

11.c.11 Final Approval of Ausable Fields, Plan of Subdivision; File  
39T-LB2001, Township of Lucan Biddulph

11.c.12 AMO Policy Update - August 10, 2022

11.c.13 AMO Policy Update - August 9, 2022

11.c.14 Strathmere Lodge Census Report for July 2022

11.c.15 Road Department Construction Update - August 23, 2022

11.c.16 AMO Policy Update - August 5, 2022

11.c.17 AMO Policy Update - August 3, 2022

11.c.18 Thames Valley District School Board - Accommodation Plan

11.c.19 Application for Council Exemption for Cutting of Woodlands;  
Municipality of Southwest Middlesex; 1052 Longwoods  
Road, Peter Jennen

11.c.20 Board of Health - July Meeting Update

11.c.21 Ontario Energy Board Notice to Customers of Enbridge Gas  
- Increase to Rates Jan. 1, 2023

11.c.22 Final Approval of Clear Skies, Plan of Subdivision Phase III;  
File 39T-MC1401, Municipality of Middlesex Centre

11.c.23 Middlesex Centre Archives Summer 2022 Newsletter

11.c.24 Budget Variance Report - July 2022

Report from Cindy Howard, GM Finance and Community Services

- 11.c.25 Proposal of the Federal Electoral Boundaries Commission for the Province of Ontario

Moved by Councillor Elliott  
Seconded by Councillor Burghardt-Jesson

THAT staff be directed to bring a report regarding the Proposal of the Federal Electoral Boundaries Commission for the Province of Ontario.

Carried

Moved by Councillor Richards  
Seconded by Councillor Elliott

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

Carried

## **12. INQUIRIES**

None.

## **13. NEW BUSINESS**

### **13.a Closed Session**

Moved by Councillor Elliott  
Seconded by Councillor Smith

THAT the Committee of the Whole convene in Closed Session at 3:38 pm in order to consider a proposed acquisition of land by the municipality, personal matters about an identifiable individual, and labour relations or employee negotiations in accordance with subsections 239(2)(b), (c) and (d).

Carried

Moved by Councillor Vanderheyden  
Seconded by Councillor Elliott

THAT Committee recess at 3:38pm.

Carried

Committee resumed in Closed Session at 3:48pm

13.a.1 Land Acquisition

Report from Bill Rayburn, CAO.

13.a.2 Post-Election Committees and Boards

Report from Bill Rayburn, CAO.

Moved by Councillor Vanderheyden  
Seconded by Councillor Elliott

THAT Committee rise from closed session.

Carried

13.b Rise and Report

Warden Warwick advised that the Committee of the Whole met in Closed Session to discuss a proposed acquisition of land by the County, personal matters about an identifiable individual, and labour relations or employee negotiations and that direction was provided to staff regarding same.

#### **14. ANNOUNCEMENTS**

#### **15. ADJOURNMENT**

Moved by Councillor Vanderheyden  
Seconded by Councillor Elliott

That the meeting adjourn at 4:18pm.

Carried

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Marci Ivanic, County Clerk

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Alison Warwick, Warden

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**Meeting Date:** September 13, 2022  
**Submitted by:** Brent Kerwin, Strathmere Lodge Administrator  
**SUBJECT:** FLOORING REPLACEMENT  
(APPROVED CAPITAL BUDGET PROJECT)

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## **BACKGROUND:**

Strathmere Lodge has been implementing a multi-year capital plan to replace the flooring in its five (5) resident home areas.

County Council approved the final phase of this flooring replacement project (i.e., replacing the flooring in The Lodge's Arbour Glen resident home area) in its 2022 capital budget.

## **ANALYSIS:**

A Request for Tenders document was prepared with the assistance of The County's Legal Department, and posted on the Bids & Tenders website.

Five (5) bids were received by the deadline and were checked for completeness and scored using the evaluation criteria outlined in the tender document. The vendor with the lowest bid in compliance with the tender was selected.

## **FINANCIAL IMPLICATIONS:**

The tender elicited a price that is substantially lower than that budgeted.

## **ALIGNMENT WITH STRATEGIC FOCUS:**

This project replaces worn carpeting that is now 16 years old, ensuring that Lodge facilities remain current and conducive to the provision of quality care and service for Lodge residents and families. Therefore, this project aligns with Council's Strategic Focus of "Promoting Service Excellence".

## **RECOMMENDATION:**

THAT a by-law be introduced to at the September 13, 2022 meeting of County Council to:

- a. Authorize and approve the Agreement between Strathmere Lodge and Adias Impex Ltd. For the replacement of flooring at the Lodge; and
- b. Authorize the Warden and the Clerk to execute the Agreement.

**THIS AGREEMENT** effective the 13th day of September, 2022.

B E T W E E N:

**STRATHMERE LODGE**  
(hereinafter referred to as the “**Client**” or the “**Lodge**”)

OF THE FIRST PART

- and -  
**ADIAS IMPEX LTD.**  
hereinafter referred to as the “**Contractor**”)

OF THE SECOND PART

hereinafter collectively referred to as the “**Parties**”

WHEREAS:

- A. The Lodge is owned and operated by The Corporation of the County of Middlesex (the “**County**”) and invited Tenders for the replacement of carpet in Arbour Glenn Home Area (hereinafter referred to as the “**Project**”);
- B. The County issued and administered a Request for Tender No. SL-2022-003, which is attached hereto as **Schedule “A”** and forms a part of this Agreement (hereinafter referred to as the “**RFT**”);
- C. The Contractor responded with a proposal (the “**Proposal**”) which is attached as **Schedule “B”** and forms a part of this Agreement;
- D. As part of the Proposal, the Contractor has endorsed an RFT Response Form (Acknowledgement) wherein it acknowledges and agrees to all of the terms and conditions set out in the RFT; and
- E. The RFT evaluation committee recommended that the Contractor be awarded a contract and County Council passed a resolution authorizing this Agreement to be entered into between the Parties.

NOW THEREFORE this Agreement witnesseth that for the monetary and other consideration hereinafter agreed to, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. ARTICLE 1 – GENERAL CONDITIONS

1.1. Recitals

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

## 1.2. Covenants

All representations and obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

## 1.3. Retainer

The Client hereby retains the services of the Contractor in connection with the Project.

## 1.4. Services

The Contractor hereby agrees to provide the services defined in Article 2 under the general direction and control of the Client.

## 1.5. Compensation

The Client shall pay the Contractor for the Services in accordance with Articles 3.2.1 and subject to Article 3.2.2.

## 1.6. Staff and Methods

The Contractor shall perform the services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such services at the time such services are rendered and as required by the Client. The Contractor confirms that it employs competent staff and will retain competent sub-contractors, if required, for this Project.

## 1.7. Records and Audit

In order to account for the Project-Basis lump sum fee on a time basis, the Consultant shall keep a detailed record of total hours worked by its staff and sub- contractors on the Project and as agreed with the Client.

## 1.8. Additional Services

There are no optional deliverables or additional services beyond that which defined as the Services herein. There shall be no increase in fees or compensation for the Project that exceeds the Upset Limit, as defined herein.

## 1.9. Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice from the Client, the Contractor shall perform no further Services other than those reasonably necessary to close out its Services. In such an event, the Contractor shall be entitled to payment from the Client for the Contractor's services, up to the date of suspension or termination.



If the Contractor ceases its Services, or ceases operation prior to completion of the Services, this Agreement shall terminate as of the earliest date upon which the Contractor either ceases providing its Services to the Client, dissolves, or ceases operations as a limited liability partnership.

1.10. Independent Contractor:

The Contractor acknowledges that in providing the Services, it does so as an independent contractor and for the sole purpose of performing the Services. Neither the Contractor nor any of its personnel or any retained sub-contractors are engaged as an employee or agent of the County or the Lodge.

1.11. Employees/Occupational Health and Safety/Workplace Injuries

The Contractor warrants that: all Services performed by the Consultant shall be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislative or legal requirements; it shall ensure that all of its employees or permitted sub-contractors working on the Project are qualified in contemporary-based training standards to perform the Services described in this contract and the RFT; it shall demonstrate to the Client the Contractor's establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and safety requirements; it shall ensure that all employees and permitted sub-contractors providing Services at all times, adhere to all applicable laws, health and safety standards and industry standards. The Contractor hereby acknowledges and agrees that it shall be fully responsible for any and all work related injuries of its employees or permitted sub-contractors in delivery of services under this Agreement. The Contractor hereby acknowledges and agrees that where the provisions of the *Occupational Health and Safety Act* of Ontario and Regulations apply to the Services provided, all of the responsibilities and obligations imposed upon the Contractor under such Act must be assumed by the Contractor.

1.12. AODA Compliance

The Contractor acknowledges that it complies with the requirements of the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended, and its related regulations and that prior to the commencement of the Services, it shall submit a completed 'Accessibility Regulations for Contracted Services' form.

1.13. Confidentiality

The Contractor acknowledges that any and all information relating to the business and affairs of the Lodge or the County that has not been disclosed on a public agenda of a Council meeting is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of the Lodge or the County information is strictly prohibited.

1.14. Indemnification

The Contractor shall be fully responsible for the Services provided by the Contractor and any permitted sub-contractors.

The Contractor shall release, indemnify and hold completely harmless the Client and the County and each of its respective Warden, Councillors, employees, officers, agents, and legal counsel from and against any and all liability, including all actions, claims, costs (including legal costs), damages, demands, expenses, judgments, losses, proceedings, suits arising from or related to: (i) the Contractor's failure to exercise reasonable care or diligent performance of any work to be performed or rendered by the Contractor, its agents, officials, employees, permitted sub-contractors, officials and employees on the Project; (ii) the Contractor's failure to comply with the terms, covenants or provisions of this Agreement; (iii) all costs attributable to any breach of contract by the Contractor; and (iv) the negligent acts, errors or omissions of the Contractor, its employees, officers, agents or permitted sub-contractors in the performance of this Agreement.

1.15. Insurance

a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability ("CGL") Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof), and automobile insurance for both owned and non-owned vehicles.

The automobile coverage shall provide for third party liability and accident benefits insurance and covering licensed vehicles.

The CGL shall contain both cross liability and severability of interest clauses.

b) Errors and Omissions Insurance

The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Client, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

c) Aggregate Amounts

Where such policies set out in Subsection 1.15 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

d) Proof of CGL & E&O Insurance

Prior to the commencement of Services and at any time upon request of the Client, the Contractor shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .

e) Coverage Change by Contractor:

The insurance policies set out in Article 1.15(a) above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the

Contractor until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

f) Increased Coverage for Project

The Client trusts that as a business operator, the Contractor carries appropriate insurance coverage for the Project without increased fees to the Client. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Contractor shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Contractor's expense.

g) WSIB Certificate

Prior to the commencement of Services, the Contractor shall provide to the Client a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Contractor is a sole proprietor, an Independent Operators Ruling is required. The Successful Respondent shall download the Form that corresponds to the classification of Work for which this RFT is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Client prior to commencement of the Work. The Successful Respondent shall maintain such Insurance or pay such assessments as will protect the Successful Respondent and the Client and the County from claims under Workplace Safety and Insurance Act and from any other claims for damage from personal injury (including death), and property damage which may arise from a Successful Respondent's work under contract. In the event a Successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Client.

1.16. Warranty

The Contractor shall provide warranty as described below and as attached in **Schedule "C"**: Under this warranty, the Contractor will repair or replace, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service will be performed without charge to the Client for parts and /or labor.

- a) Lifetime Limited warranty by Tarkett
- b) Adias Impex Ltd. Labour warranty for 2 years

1.17. Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.18. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.19. Confidential Data

The Contractor shall not divulge any specific information identified as confidential, communicated to or acquired by it, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Contractor by a third party without obligation of confidentiality, which is independently developed by the Contractor without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Contractor on any other project without the approval in writing of the Client.

1.20. Dispute Resolution

Upon written request to resolve disputes sent by one party to the other, the parties shall to resolve all disputes arising out of or in connection with this Agreement pursuant to this section. Disputes include but are not limited to the interpretation of this Agreement and disagreements with regards to the legal relationship associated with this Agreement. 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 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 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 arbitration under the rules of the province of Ontario or to an arbitrator appointed by the agreement of the Parties. The arbitration shall finally resolve the disputes.

1.21. Project Completion Date

The Contractor shall complete the Project by October 28, 2022.

The Client shall respond within a reasonable amount of time when instructions are required from the Client, so as not to delay the work of the Contractor.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control, including, but not limited to, acts of God, fire, flood, war (declared and undeclared), acts of terrorism, sabotage, accident, labour dispute, shortage, government action including regulatory requirements, changed conditions, or site inaccessibility. Should any of the above occur, then the schedule shall be adjusted for such delay.

1.22. Contractor's Staff and Sub-contractors on premises

While working on the premises, the staff employed by the Contractor and any retained sub-contractors shall abide by the rules and regulations of the Lodge.

No subcontractors shall be employed by the Contractor outside of its own employees.

1.23 Reporting of progress

The Contractor shall provide a monthly reporting on progress of the Project or as otherwise requested by the Client.

2. ARTICLE 2 – SERVICES

2.1. The Services

The Contractor shall:

- a) Buy carpet, baseboard and transition strips according to the specifications described in the RFT:
  - i. Carpet: Tarkett Powerbond Medfloor Non RS, Custom color #112751835-10, matching Infinity Aztec Gold
  - ii. Baseboard: Mannington Edge Effect Regal, color Almondine
  - iii. Transition strips: Tarkett CTA-32-HT (32 is color Pebble)
- b) Replace the existing carpet in Arbour Glenn Home Area and be responsible for taking all required measurements, stripping the floors and prepping them for the new carpet, purchase and delivery of new carpet and sundries (accompanying materials required to replace the new carpet), and for removal and disposal of the existing carpet, baseboard, transition strips and any other material at their own expense
- c) The Contractor shall complete all required work between the hours of 6 p.m. EST and 6 a.m. EST during non-business hours and shall complete the Project before October 28, 2022.

(hereinafter referred to as the “**Services**”)

The Services shall be provided as outlined in the Contractor’s Proposal to RFT no. SL-2022-003, submitted on July 12, 2022, subject to any clarifications in this Agreement which prevail in the event of conflict with the content of the Proposal. The Contractor’s Proposal is attached hereto as *Schedule “B”* and forms a part of this Agreement.

The Lodge’s designated Project Administrator is John Fournier: jfournier@middlesex.ca

3. ARTICLE 3 – COMPENSATION

3.1. Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "**Cost of the Work**" shall mean the total cost of the Project including all necessary means, including all labour, services, materials, equipment, overhead, profit and disbursements, excluding H.S.T. to complete the Services. The compensation owing to the Contractor will be adjusted upwards by a factor equivalent to H.S.T.

(b) Site:

The site of the Project shall be the Lodge.

3.2. Basis of Payment

3.2.1. Total Lump Sum Fee on a Project Basis

The Client shall pay the Contractor on a lump sum basis after completion and handover of the Project. That Contractor shall adhere to the total lump sum fee of thirty one thousand three hundred and fifty one dollars (**\$31,351.00**), plus H.S.T. for the Project, subject to the Upset Limit identified in Article 3.2.2. There are no optional deliverables or additional services with respect to the Services to be provided, as set out in Article 1.8.

3.2.2. Upset Limit

Notwithstanding any other provision of this Agreement, the Contractor hereby acknowledges and agrees that the compensation for the Services shall at no time exceed the agreed upon lump sum fee of thirty one thousand three hundred and fifty one dollars (**\$31,351.00**), plus H.S.T., which constitutes an absolute Upset Limit for the Project.

3.2.3. Accounting of Cost on a Time Basis

While the consulting costs of the Project are being compensated on a Project-Basis in accordance with Article 3.2.1 subject to the Upset Limit in Article 3.2.2, the Contractor shall provide the Client with accounting on the use of hours by the Contractors and retained sub-contractors at the end of each Phase of the Project, including at the time of the final report or as agreed with the Client.

4. ARTICLE 4 - GENERAL PROVISIONS

4.1. Notices:

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 effective 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.

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

**To ADIAS IMPEX LTD.:**

Address: 11 Cidermill Avenue, Unit 3  
Concord, ON L4K 4B6  
Attn: Sukhy Dhanota  
E-mail: [sukhy@carpetplusflooring.ca](mailto:sukhy@carpetplusflooring.ca)

**To STRATHMERE LODGE:**

599 Albert Street  
Starthroy, Ontario N7G 3J3  
Attn: John Fournier, Project Administrator  
E-mail: [jfournier@middlesex.ca](mailto:jfournier@middlesex.ca)

or to any other address as any party may at any time advise the other of, in writing.

**4.2. Waiver of Rights:**

Any waiver of, or consent to depart from the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving the waiver, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**4.3. Governing Law:**

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.

**4.4. Entire Agreement, Conflict, Headings and Severability:**

The Parties acknowledge that this Agreement, the Request for Proposal and the Proposal constitute the entire Agreement between the Parties with respect to the Project and that when read together, supersede all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to the Project. Should there be a discrepancy, dispute or conflict between the interpretation of the meaning of the wording of any of the documents, the precedence of the documents will follow the following order:

- 1) This Agreement;
- 2) RFT No. SL-2022-003, inclusive of all of its addenda
- 3) The Proposal

The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. In the event that any element of this

Agreement is later held to violate the law or a regulation, it shall be deemed void and all remaining provisions shall continue in force.

4.5. Counterparts and Electronic Endorsement:

This Agreement may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**



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

SIGNED, SEALED AND  
DELIVERED in the  
presence of:

**STRATHMERE LODGE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Alison Warwick  
Title: Warden, County of Middlesex

*I have authority to bind the Strathmere Lodge*

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Marcia Ivanic  
Title: Clerk, County of Middlesex

*I have authority to bind the Strathmere Lodge*

SIGNED, SEALED AND  
DELIVERED in the  
presence of:

**ADIAS IMPEX LTD.**

Date: July 21, 2022

*Sukhy Dhanota*

\_\_\_\_\_  
Per: Sukhy Dhanota  
Title: Project Manager

*I have the authority to bind the* Adias Impex Ltd. O/A Carpet Plus

**Schedule “A”**

RFT No. SL 2022-003

**Request for Tender**  
RFT No. SL-2022-003



Friday June 3, 2022

**CARPET REPLACEMENT FOR ARBOUR GLENN HOME AREA**

**Deadline for Receipt of Tenders: Friday July 8, 2022 by 12:00 p.m. EST**

**Tenders are to be submitted through Bids and Tenders Website**

The Administrator for this Project is:

John Fournier, Environmental Services, [jfournier@middlesex.ca](mailto:jfournier@middlesex.ca)

599 Albert Street Strathroy ON, N7G 3J3 – T: (519) 245-2520 – F: (519) 245-5711

## 1) DEFINITIONS

In this Request for Tender, in addition to terms defined elsewhere in this Request for Tender, the following terms have the following meanings:

**“Award”** means a recommendation by the Administrator, which Strathmere Lodge may approve or disapprove.

**“Bidder”** means the individual or entity responding to this RFT that has submitted a Tender that is compliant with the terms and conditions of this RFT.

**“Closing Date and Time”** means Friday, July 8, 2022 by 12.00 p.m. EST.

**“Contract”** means a potential agreement to replace carpets in Arbour Glenn home area at Strathmere Lodge as described in this RFT, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the discretion of Council.

**“Council”** means Council for the Corporation of the County of Middlesex.

**“Form of Potential Contract”** means the Form of Potential Contract attached to this RFT as ***Schedule “A”***.

**“Mandatory Requirement”** has the meaning described in section 3(a) of this Request for Tender.

**“Project”** means all of the requirements and work described in this RFT, provided for in tenders, and which may be incorporated into a potential contract to provide the services with respect to this Project at the discretion of the Council of the Corporation of the County of Middlesex.

**“Tender”** or **“Bid”** means the completed response in the form prescribed by this Request for Tender and submitted by a Bidder along with the document package required by the terms and conditions of this RFT inclusive of the RFT Response Form.

**“Rated Requirement”** has the meaning described in section 3(b) of this Request for Tender.

**“Request for Tender”** or **“RFT”** means this document inclusive of all definitions and provisions contained therein.

**“Substantial Compliance”** has the meaning as set out in section 3(c) of this RFT.

**“Successful Bidder”** means the individual or entity that is scored the highest in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFT and receives a recommendation from Strathmere Lodge.

## 2) BACKGROUND AND INTENT OF THIS RFT

Strathmere Lodge is a long-term care home owned and operated by The Corporation of the County of Middlesex (the **“County”**) and has been approved for Carpet Replacement in the Arbour Glenn Home Area.

### 3) TENDERS CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFT includes both mandatory and rated requirements. Strathmere Lodge requests Tenders which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. should address or respond to each of the stated rated requirements.

#### a) **Mandatory Requirements**

Mandatory Requirements are expressed in this RFT using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFT.

These Mandatory Requirements will be understood to constitute imperative requirements of Strathmere Lodge with respect to this RFT. Bidders are required to provide a clear response to each Mandatory Requirement item in their Tenders. If a Mandatory Requirement is not provided in a Tender, that Tender will be considered non-compliant with this RFT and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFT) unless the doctrine of substantial compliance (as defined in this RFT) is deemed to apply by Strathmere Lodge in its sole and absolute discretion.

*If a Mandatory Requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Bidder should state so in writing to John Fournier ([jfournier@middlesex.ca](mailto:jfournier@middlesex.ca)) on or before Friday June 17, 2022, at 12:00 p.m. EST such that the concern may reasonably be addressed by Strathmere Lodge at its sole and absolute discretion through an Addendum, pursuant to section 9(a) of this RFT.*

#### b) **Rated Requirements**

Tenders will be evaluated and scored pursuant to the Evaluation Methodology set out in section 6 of this RFT. The Rated Requirements Best Value Evaluation Criteria rates achieves the best overall value of the Mandatory Requirements provided in Tenders. Rated requirements in this RFT are followed by the letter **(R)** in section 5 of this RFT and will be assessed/scored by Strathmere Lodge in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6(b) of this RFT.

*Note to Bidders: It is essential that Tenders are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidder's disadvantage.*

#### c) **Doctrine of Substantial Compliance**

While it remains Strathmere Lodge's prerogative in its absolute and sole discretion to exclude any Tender from further evaluation or consideration for having failed to meet a Mandatory Requirement, Strathmere Lodge nevertheless reserves the right in its absolute and sole election to determine that a Tender substantively complies with a Mandatory Requirement. In such a case, substantive compliance means where the solution proposed or the Tender itself:

- i. accomplishes a Mandatory Requirement using an alternative method than that envisaged by the Strathmere Lodge; and

- ii. the degree that the Tender is apparently non-compliant with the specified requirement is considered by Strathmere Lodge to be minor and not material to the overall procurement intent of this RFT.

#### **4) AWARD and POTENTIAL CONTRACTUAL DISCUSSIONS**

Strathmere Lodge reserves the right to accept or reject any and or all Tenders and/or to cancel this RFT in its entirety for final cancellation or potential reissue either in advance of or following the receipt of Tenders without providing reasons, should such be determined by Strathmere Lodge to be in its best interest in its sole and absolute discretion. Should only one Tender be received, Strathmere Lodge reserves the right to reject it.

Strathmere Lodge does not guarantee that any Tender will produce a recommendation, or that any contract for services will ultimately be approved and endorsed by Strathmere Lodge. In the event there is a Successful Bidder to this RFT, the Award to a Successful Bidder will enjoy the sole ability of being able to discuss a potential contract with Strathmere Lodge, which Strathmere Lodge ultimately may approve or disapprove.

In the event there is a Successful Bidder to this RFT but the end result of negotiations is not a contract approved by Strathmere Lodge, the Lodge reserves the right and ability to either negotiate with the next highest scoring Bidders in sequential order pursuant to the Evaluation Criteria or to cancel this RFT in its entirety for final cancellation or potential reissue.

Regardless of whether or not there is a Successful Bidder to this RFT and in the event that no contract is approved by Strathmere Lodge for whatever reason, the Bidder in endorsing the RFT Response Form does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless Strathmere Lodge for any costs or damages incurred by the Bidder in preparing a Tender or attempting to negotiate a contract with Strathmere Lodge.

#### **5) MANDATORY AND RATED REQUIREMENTS OF THIS RFT**

##### **a) Mandatory Requirements (M)**

Tenders **must (M)** at minimum, provide the following:

- 1) Specifications:
  - i. Carpet: Tarkett Powerbond Medfloor Non RS, Custom color #112751835-10, matching Infinity Aztec Gold
  - ii. Baseboard: Mannington Edge Effect Regal, color Almondine
  - iii. Transition strips: Tarkett CTA-32-HT (32 is color Pebble)
- 2) The Successful Bidder shall be responsible for replacing the carpet and:
  - i. taking all required measurements
  - ii. stripping the floors and prepping them for the new carpet

- iii. purchase and delivery of new carpet and sundries (accompanying materials required to replace the new carpet)
- iv. for removal and disposal of the existing carpet, baseboard, transition strips and any other material at their own expense.

Note: All work shall be completed between the hours of 6 p.m. EST and 6 a.m. EST.

**b) Pricing Model (M)(R)**

Tenders must (M) at minimum, provide the following:

- 1. Total cost of the new Carpet, Baseboard, Transition Strips and any other required material as per the specifications listed in 5(a)1)

**c) Warranty (M)(R)**

Tenders must (M) at minimum provide an industry standard warranty, a sample of which should be uploaded with the Bid.

**d) Completion date (M)**

The Project must be completed prior to October 28, 2022.

**6) EVALUATION METHODOLOGY**

**a) Examination for Compliance with Mandatory (M) Requirements**

Tenders will first be examined for compliance with the Mandatory Requirements of this RFT. If a Mandatory Requirement is not provided in a Tender, that Tender will be considered non-compliant with this RFT and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6(b) of this RFT) unless the doctrine of Substantial Compliance (as defined in this RFT) is deemed to apply by Strathmere Lodge in its sole and absolute discretion.

**b) Rated (R) Requirements Evaluation Criteria**

The rated requirements of compliant Tenders will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the Mandatory Requirements provided in Tenders meet Strathmere Lodge's needs based on a "best overall value" rated formula.

The Tender which includes the lowest cost or any Tender at all will not necessarily be accepted by Strathmere Lodge. The basis for selection of a potential Tender for negotiations with Strathmere Lodge will be the Tender that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. In the event a Tender is selected by Strathmere Lodge, the award is a recommendation for the Successful Bidder to be

able to negotiate a potential contract with Strathmere Lodge in the form of contract included in Schedule "A".

<b>ITEM</b>	<b>RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)</b>	<b>EVALUATION WEIGHING</b>
1.	Pricing Model (including acquisition of new carpet and materials, replacement of carpets and removal/disposal of existing carpet and materials)	95%
2.	Warranty (Strength of Warranty)	5%
<b>TOTAL</b>		<b>100%</b>

## 7) APPOINTMENTS FOR TOUR OF ARBOUR GLENN HOME AREA

Appointments for a tour of Arbour Glenn Home Area for Friday, June 10, 2022 can be arranged through either John Fournier ([jfournier@middlesex.ca](mailto:jfournier@middlesex.ca)) or Brent Kerwin ([bkerwin@middlesex.ca](mailto:bkerwin@middlesex.ca)).

## 8) GENERAL CONDITIONS OF THIS RFT

### a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFT by Strathmere Lodge, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFT.

### b) Independent Contractor Status of Bidder; Declaration of Potential Conflicts

The Bidder acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially replacing the carpet in Arbour Glenn home area. Neither the Bidder nor any of its personnel are engaged as an employee or agent of the County. Any potential conflicts of interest in which a Bidder may have with Strathmere Lodge or any employee of the County will be identified and described in detail in the Tender of each Bidder.

### c) Confidentiality/Freedom of Information

The Bidder acknowledges that any and all information relating to the business and affairs of Strathmere Lodge which is not a matter of public record is confidential and that in the event it is able to negotiate a contract with Strathmere Lodge, any contract with Strathmere lodge will include a confidentiality clause requiring the strict protection of such confidentiality by the Bidder.

All documentation submitted to Strathmere Lodge by Bidders pursuant to this RFT is subject to *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), which is a provincial statute governed by the Province under the auspices of the Privacy



Commissioner. The County Clerk has been designed by the Council to make privacy determinations in accordance with MFIPPA.

Prior to any potential consideration of Tender(s), Strathmere Lodge will attempt to treat all proprietary and personal information contained in Tenders as confidential, so far as such is reasonably allowable by the provisions of MFIPPA, as amended. Strathmere Lodge, however, is required upon receiving a Freedom of Information request to release information as reasonably allowable pursuant to MFIPPA legislation or lawful order. The Bidder does hereby fully release and hold harmless Strathmere Lodge, the County, including their respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, 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 as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When Tenders are considered before Strathmere Lodge, the Bidder does hereby consent to its Tender, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Bidder does hereby fully release and hold harmless Strathmere Lodge, the County of Middlesex, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs including legal 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 as a result of Bidder's work, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, breach of contract, fraud or wilful misconduct of the Bidder, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the Bidder's work; as well the release of all information contained in the Tender, including proprietary and personal information, in the event the Tender is considered at a Council meeting.

## **9) SUBMISSION OF TENDERS AND TIMELINE OF RFT EVENTS**

### **a) Electronic Access to Tender Documents, including Addenda**

This RFT is posted on the Middlesex County Bid Opportunities Website, ([middlesex.bidsandtenders.ca](http://middlesex.bidsandtenders.ca)) and Middlesex County's general website ([www.middlesex.ca](http://www.middlesex.ca)), which links to [middlesex.bidsandtenders.ca](http://middlesex.bidsandtenders.ca). Tender Documents are administered through the Bidding System only, which is managed and administered by Bids and Tenders ([bidsandtenders.ca](http://bidsandtenders.ca)), a third party retained by the County to manage bids and tenders through the Bidding System from the point of posting of this RFT to the Closing Date and Time. Bidders must be registered in the Bidding System to view the RFT and be notified of Addenda Documents.

Amendments to this RFT will be posted to the Bidding System only in the form of Addenda. It is the sole responsibility of each Bidder to check the Bidding System often to review any Addenda. The onus is unequivocally with Bidders to ensure that they have downloaded all Addenda prior to submission of their Bids, whether they have received notification from the Bidding System or not. Failure to acknowledge Addenda on the Form of Tender may result in a non-compliant bid and rejection by the County. The County is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda which may

result from the failure of a Bidder to update their contact information in the Bidding System. Bid submissions must be received no later than the Closing Date and Time.

### ***Disclaimer***

The County makes every effort to keep the information on the Bidding System up to date and correct, and makes no representations or warranties of any kind, express or implied about the completeness, timeliness, accuracy, reliability, suitability or availability with respect to the information contained in the Bidding System for any purpose. Any reliance placed on any materials in the Bidding System is at the 100% risk of the Bidder.

Although every effort is made to keep the Bidding System up and running smoothly, due to the nature of the Internet and the technology involved, the County assumes no responsibility or liability whatsoever for any temporary interruptions to, or unavailability of the Bidding System due to any technical or other issues which are beyond the control of the County, or for any loss, injury or damage suffered by any party which may result from accessing or using the Bidding System, or from any inability to use or access this website for any reason whatsoever. The County will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the Bidding System and assumes no responsibility for any damages arising out of the use of the Bidding System.

### **b) Submitting Questions through Bids & Tenders**

Questions related to the Tenders Documents are to be submitted through the Bidding System only, by clicking on the "Submit Question" button for this specific bid opportunity on or before June 17, 2022 by 12:00 p.m. EST.

### **c) Electronic Bid Submissions**

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the County through the Bidding System. Hardcopy submissions are not permitted.

Bidders are cautioned that the timing of their Bid submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that Bidders submit their bids with sufficient time to resolve any issues that may arise.

Bidders should contact Bids and Tenders Support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca), at least twenty four (24) hours prior to the Closing Date and Time, if they encounter any problems.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact Bids and Tenders Support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Bidders may edit or withdraw their Bid submission prior to the Closing Date and Time. However, the Bidder is solely responsible to ensure the re-submitted Bid is received by the Bidding System no later than the Closing Date and Time.

If a Bidder has submitted a Bid prior to the Closing Date and Time and an Addenda have been issued, the Bidding System will WITHDRAW the Bid submission and the bid status will

change to “INCOMPLETE STATUS” in the “MY BIDS” section of the Bidder’s Bidding System account. The Bidder is solely responsible to make any adjustments to their Bid required as a result of the Addenda and ensure that the re-submitted Bid is RECEIVED by the Bidding System no later than the Closing Date and Time.

Late Bids are not permitted by the Bidding System.

d) **Timeline of RFT Events**

<b>Event</b>	<b>Date</b>
Posting of RFT	Friday, June 3, 2022
Walkthrough for Bidders	Friday, June 10, 2022
Final date for submission of clarification questions (by 12:00 p.m. EST)	Friday, June 17, 2022
Posting of answers to clarification questions	Friday, June 24, 2022
Deadline for receipt of tenders (by 12:00 p.m. EST)	Friday, July 8, 2022
Potential Date for contract consideration	Tuesday, July 26, 2022
Completion of Project	Friday, October 28, 2022

## RFT RESPONSE FORM (ACKNOWLEDGEMENT)

### Strathmere Lodge - Request for Tender

RFT No. SL-2022-003

### REPLACEMENT OF CARPET IN ARBOUR GLENN HOME AREA

I/We have read and understand this RFT, including all Addenda to this RFT, and hereby agree to all of the terms and conditions noted in this RFT and all Addenda thereto.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Name of Bidder (please print)

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ Email

I/We agree to supply all necessary, equipment and services for the execution and completion of the above noted Project in accordance with the RFT Documents for the contract sum of

\_\_\_\_\_  
(Dollars (\$ \_\_\_\_\_))

including all applicable taxes, custom duties and excise taxes with respect to the Contract in accordance with all terms and conditions of the Tender.

Strathmere Lodge acknowledges that HST would be required to be paid in addition. The following amount for the Harmonized Sales Tax (HST) is extra to the above contract sum;

\$ \_\_\_\_\_.

Per: \_\_\_\_\_ Signature of Bidder

\_\_\_\_\_ (Name), \_\_\_\_\_ (Position)

I have authority to bind the \_\_\_\_\_ (business type)

**Schedule "A"**

Form of Contract

**THIS AGREEMENT** effective the                      day of                      , 2022.

B E T W E E N:

**STRATHMERE LODGE**  
(hereinafter referred to as the "**Client**" or the "**Lodge**")

OF THE FIRST PART

- and -

\_\_\_\_\_  
hereinafter referred to as the "**Contractor**")

OF THE SECOND PART

hereinafter collectively referred to as the "**Parties**"

WHEREAS:

- A. The Lodge is owned and operated by The Corporation of the County of Middlesex (the "**County**") and invited Tenders for the replacement of carpet in Arbour Glenn Home Area (hereinafter referred to as the "**Project**");
- B. The County issued and administered a Request for Tender No. SL-2022-003, which is attached hereto as **Schedule "A"** and forms a part of this Agreement (hereinafter referred to as the "**RFT**");
- C. The Contractor responded with a proposal (the "**Proposal**") which is attached as **Schedule "B"** and forms a part of this Agreement;
- D. As part of the Proposal, the Contractor has endorsed an RFT Response Form (Acknowledgement) wherein it acknowledges and agrees to all of the terms and conditions set out in the RFT; and
- E. The RFT evaluation committee recommended that the Contractor be awarded a contract and County Council passed a resolution authorizing this Agreement to be entered into between the Parties.

NOW THEREFORE this Agreement witnesseth that for the monetary and other consideration hereinafter agreed to, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

## 1. ARTICLE 1 – GENERAL CONDITIONS

### 1.1. Recitals

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

### 1.2. Covenants

All representations and obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

### 1.3. Retainer

The Client hereby retains the services of the Contractor in connection with the Project.

### 1.4. Services

The Contractor hereby agrees to provide the services defined in Article 2 under the general direction and control of the Client.

### 1.5. Compensation

The Client shall pay the Contractor for the Services in accordance with Articles 3.2.1 and subject to Article 3.2.2.

### 1.6. Staff and Methods

The Contractor shall perform the services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such services at the time such services are rendered and as required by the Client. The Contractor confirms that it employs competent staff and will retain competent sub-contractors, if required, for this Project.

### 1.7. Records and Audit

In order to account for the Project-Basis lump sum fee on a time basis, the Consultant shall keep a detailed record of total hours worked by its staff and sub- contractors on the Project and as agreed with the Client.

### 1.8. Additional Services

There are no optional deliverables or additional services beyond that which defined as the Services herein. There shall be no increase in fees or compensation for the Project that exceeds the Upset Limit, as defined herein.

### 1.9. Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice from the Client, the Contractor shall perform no further Services other

than those reasonably necessary to close out its Services. In such an event, the Contractor shall be entitled to payment from the Client for the Contractor's services, up to the date of suspension or termination.

If the Contractor ceases its Services, or ceases operation prior to completion of the Services, this Agreement shall terminate as of the earliest date upon which the Contractor either ceases providing its Services to the Client, dissolves, or ceases operations as a limited liability partnership.

1.10. Independent Contractor:

The Contractor acknowledges that in providing the Services, it does so as an independent contractor and for the sole purpose of performing the Services. Neither the Contractor nor any of its personnel or any retained sub-contractors are engaged as an employee or agent of the County or the Lodge.

1.11. Employees/Occupational Health and Safety/Workplace Injuries

The Contractor warrants that: all Services performed by the Consultant shall be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislative or legal requirements; it shall ensure that all of its employees or permitted sub-contractors working on the Project are qualified in contemporary-based training standards to perform the Services described in this contract and the RFT; it shall demonstrate to the Client the Contractor's establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and safety requirements; it shall ensure that all employees and permitted sub-contractors providing Services at all times, adhere to all applicable laws, health and safety standards and industry standards. The Contractor hereby acknowledges and agrees that it shall be fully responsible for any and all work related injuries of its employees or permitted sub-contractors in delivery of services under this Agreement. The Contractor hereby acknowledges and agrees that where the provisions of the *Occupational Health and Safety Act* of Ontario and Regulations apply to the Services provided, all of the responsibilities and obligations imposed upon the Contractor under such Act must be assumed by the Contractor.

1.12. AODA Compliance

The Contractor acknowledges that it complies with the requirements of the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended, and its related regulations and that prior to the commencement of the Services, it shall submit a completed 'Accessibility Regulations for Contracted Services' form.

1.13. Confidentiality

The Contractor acknowledges that any and all information relating to the business and affairs of the Lodge or the County that has not been disclosed on a public agenda of a Council meeting is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of the Lodge or the County information is strictly prohibited.

1.14. Indemnification

The Contractor shall be fully responsible for the Services provided by the Contractor and any permitted sub-contractors.

The Contractor shall release, indemnify and hold completely harmless the Client and the County and each of its respective Warden, Councillors, employees, officers, agents, and legal counsel from and against any and all liability, including all actions, claims, costs (including legal costs), damages, demands, expenses, judgments, losses, proceedings, suits arising from or related to: (i) the Contractor's failure to exercise reasonable care or diligent performance of any work to be performed or rendered by the Contractor, its agents, officials, employees, permitted sub-contractors, officials and employees on the Project; (ii) the Contractor's failure to comply with the terms, covenants or provisions of this Agreement; (iii) all costs attributable to any breach of contract by the Contractor; and (iv) the negligent acts, errors or omissions of the Contractor, its employees, officers, agents or permitted sub-contractors in the performance of this Agreement.

1.15. Insurance

a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability ("CGL") Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof), and automobile insurance for both owned and non-owned vehicles.

The automobile coverage shall provide for third party liability and accident benefits insurance and covering licensed vehicles.

The CGL shall contain both cross liability and severability of interest clauses.

b) Errors and Omissions Insurance

The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Client, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

c) Aggregate Amounts

Where such policies set out in Subsection 1.15 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

d) Proof of CGL & E&O Insurance

Prior to the commencement of Services and at any time upon request of the Client, the Contractor shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .



e) Coverage Change by Contractor:

The insurance policies set out in Article 1.15(a) above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Contractor until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

f) Increased Coverage for Project

The Client trusts that as a business operator, the Contractor carries appropriate insurance coverage for the Project without increased fees to the Client. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Contractor shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Contractor's expense.

g) WSIB Certificate

Prior to the commencement of Services, the Contractor shall provide to the Client a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Contractor is a sole proprietor, an Independent Operators Ruling is required. The Successful Respondent shall download the Form that corresponds to the classification of Work for which this RFT is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Client prior to commencement of the Work. The Successful Respondent shall maintain such Insurance or pay such assessments as will protect the Successful Respondent and the Client and the County from claims under Workplace Safety and Insurance Act and from any other claims for damage from personal injury (including death), and property damage which may arise from a Successful Respondent's work under contract. In the event a Successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Client.

1.16. Warranty

The Contractor shall provide warranty as described below and as attached in **Schedule "C"**: Under this warranty, the Contractor will repair or replace, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service will be performed without charge to the Client for parts and /or labor.

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

1.17. Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.18. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.19. Confidential Data

The Contractor shall not divulge any specific information identified as confidential, communicated to or acquired by it, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Contractor by a third party without obligation of confidentiality, which is independently developed by the Contractor without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Contractor on any other project without the approval in writing of the Client.

1.20. Dispute Resolution

Upon written request to resolve disputes sent by one party to the other, the parties shall to resolve all disputes arising out of or in connection with this Agreement pursuant to this section. Disputes include but are not limited to the interpretation of this Agreement and disagreements with regards to the legal relationship associated with this Agreement. 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 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 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 arbitration under the rules of the province of Ontario or to an arbitrator appointed by the agreement of the Parties. The arbitration shall finally resolve the disputes.

1.21. Project Completion Date

The Contractor shall complete the Project by October 28, 2022.

The Client shall respond within a reasonable amount of time when instructions are required from the Client, so as not to delay the work of the Contractor.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control, including, but not limited to, acts of God, fire, flood, war (declared and undeclared), acts of terrorism, sabotage, accident, labour dispute, shortage, government action including regulatory requirements, changed conditions, or site

inaccessibility. Should any of the above occur, then the schedule shall be adjusted for such delay.

1.22. Contractor's Staff and Sub-contractors on premises

While working on the premises, the staff employed by the Contractor and any retained sub-contractors shall abide by the rules and regulations of the Lodge.

No subcontractors shall be employed by the Contractor outside of its own employees.

1.23 Reporting of progress

The Contractor shall provide a monthly reporting on progress of the Project or as otherwise requested by the Client.

2. ARTICLE 2 – SERVICES

2.1. The Services

The Contractor shall:

- a) Buy carpet, baseboard and transition strips according to the specifications described in the RFT:
  - i. Carpet: Tarkett Powerbond Medfloor Non RS, Custom color #112751835-10, matching Infinity Aztec Gold
  - ii. Baseboard: Mannington Edge Effect Regal, color Almondine
  - iii. Transition strips: Tarkett CTA-32-HT (32 is color Pebble)
- b) Replace the existing carpet in Arbour Glenn Home Area and be responsible for taking all required measurements, stripping the floors and prepping them for the new carpet, purchase and delivery of new carpet and sundries (accompanying materials required to replace the new carpet), and for removal and disposal of the existing carpet, baseboard, transition strips and any other material at their own expense
- c) The Contractor shall complete all required work between the hours of 6 p.m. EST and 6 a.m. EST during non-business hours and shall complete the Project before October 28, 2022.

(hereinafter referred to as the “**Services**”)

The Services shall be provided as outlined in the Contractor's Proposal to RFT no. SL-2022-003, submitted on \_\_\_\_\_, subject to any clarifications in this Agreement which prevail in the event of conflict with the content of the Proposal. The Contractor's Proposal is attached hereto as *Schedule “B”* and forms a part of this Agreement.

The Lodge's designated Project Administrator is John Fournier:  
jfournier@middlesex.ca

### 3. ARTICLE 3 – COMPENSATION

#### 3.1. Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "**Cost of the Work**" shall mean the total cost of the Project including all necessary means, including all labour, services, materials, equipment, overhead, profit and disbursements, excluding H.S.T. to complete the Services. The compensation owing to the Contractor will be adjusted upwards by a factor equivalent to H.S.T.

(b) Site:

The site of the Project shall be the Lodge.

#### 3.2. Basis of Payment

##### 3.2.1. Total Lump Sum Fee on a Project Basis

The Client shall pay the Contractor on a lump sum basis after completion and handover of the Project. That Contractor shall adhere to the total lump sum fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_), plus H.S.T. for the Project, subject to the Upset Limit identified in Article 3.2.2. There are no optional deliverables or additional services with respect to the Services to be provided, as set out in Article 1.8.

##### 3.2.2. Upset Limit

Notwithstanding any other provision of this Agreement, the Contractor hereby acknowledges and agrees that the compensation for the Services shall at no time exceed the agreed upon lump sum fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_), plus H.S.T., which constitutes an absolute Upset Limit for the Project.

##### 3.2.3. Accounting of Cost on a Time Basis

While the consulting costs of the Project are being compensated on a Project-Basis in accordance with Article 3.2.1 subject to the Upset Limit in Article 3.2.2, the Contractor shall provide the Client with accounting on the use of hours by the Contractors and retained sub-contractors at the end of each Phase of the Project, including at the time of the final report or as agreed with the Client.

### 4. ARTICLE 4 - GENERAL PROVISIONS

#### 4.1. Notices:

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 effective 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.

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

**To** \_\_\_\_\_:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**To STRATHMERE LODGE:**  
599 Albert Street  
Starthroy, Ontario N7G 3J3  
Attn: John Fournier, Project Administrator  
E-mail: [jfournier@middlesex.ca](mailto:jfournier@middlesex.ca)

or to any other address as any party may at any time advise the other of, in writing.

#### 4.2. Waiver of Rights:

Any waiver of, or consent to depart from the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving the waiver, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

#### 4.3. Governing Law:

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.

#### 4.4. Entire Agreement, Conflict, Headings and Severability:

The Parties acknowledge that this Agreement, the Request for Proposal and the Proposal constitute the entire Agreement between the Parties with respect to the Project and that when read together, supersede all prior representations, warranties,

agreements, and understandings, oral or written, between the Parties with respect to the Project. Should there be a discrepancy, dispute or conflict between the interpretation of the meaning of the wording of any of the documents, the precedence of the documents will follow the following order:

- 1) This Agreement;
- 2) RFT No. SL-2022-003, inclusive of all of its addenda
- 3) The Proposal

The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. In the event that any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void and all remaining provisions shall continue in force.

4.5. Counterparts and Electronic Endorsement:

This Agreement may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

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

SIGNED, SEALED AND  
DELIVERED in the  
presence of:

**STRATHMERE LODGE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Alison Warwick  
Title: Warden, County of Middlesex

*I have authority to bind the Strathmere Lodge*

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Marcia Ivanic  
Title: Clerk, County of Middlesex

*I have authority to bind the Strathmere Lodge*

SIGNED, SEALED AND  
DELIVERED in the  
presence of:

**NAME OF CONTRACTOR:**

Date: July 21, 2022

Sukhy Dhanota  
\_\_\_\_\_  
Per:  
Title: Sukhy Dhanota, Project Manager

*I have the authority to bind the* Sukhy Dhanota

**Schedule “A”**

RFT No. SL 2022-003



**Schedule “B”**

Proposal

## **Schedule “C”**

Warranty

## **Schedule “B”**

Proposal

## RFT RESPONSE FORM (ACKNOWLEDGEMENT)

### Strathmere Lodge - Request for Tender

RFT No. SL-2022-003

### REPLACEMENT OF CARPET IN ARBOUR GLENN HOME AREA

I/We have read and understand this RFT, including all Addenda to this RFT, and hereby agree to all of the terms and conditions noted in this RFT and all Addenda thereto.

Dated at Concord, Ontario this 12 day of July, 2022.

Adias Impex Ltd. O/A Carpet Plus Name of Bidder (please print)

11 Cidermill Ave., Unit 3, Concord, ON L4K 4B6  
Address

416 661 4444 Telephone 905 660 3825 Fax sukhy@carpetplusflooring.ca  
Email

I/We agree to supply all necessary, equipment and services for the execution and completion of the above noted Project in accordance with the RFT Documents for the contract sum of

Thirty Thousand Three Hundred Fifty One Dollars-----

(Dollars (\$ 31,351.00))

including all applicable taxes, custom duties and excise taxes with respect to the Contract in accordance with all terms and conditions of the Tender.

Strathmere Lodge acknowledges that HST would be required to be paid in addition. The following amount for the Harmonized Sales Tax (HST) is extra to the above contract sum;

\$ 4,075.63.

Per: Sukhy Dhanota Signature of Bidder

Sukhy Dhanota (Name), Project Manager (Position)

I have authority to bind the \_\_\_\_\_ Incorporated \_\_\_\_\_ (business type)

# SL-2022-003 - Carpet Replacement for Arbour Glen Home Area

## Vendor Details

Company Name: Adias Impex Ltd.  
Address: 11 Cidermill Ave.  
Unit 3  
Concord, Ontario L4K 4B6  
Contact: Sukhy Dhanota  
Email: [sukhy@carpetplusflooring.ca](mailto:sukhy@carpetplusflooring.ca)  
Phone: 416-661-4444  
Fax: 905-660-3825  
HST#: R132650425

## Submission Details

Created On: Thursday July 07, 2022 10:16:41  
Submitted On: Tuesday July 12, 2022 09:39:49  
Submitted By: Sukhy Dhanota  
Email: [sukhy@carpetplusflooring.ca](mailto:sukhy@carpetplusflooring.ca)  
Transaction #: 87a9b8ca-3843-4364-9314-95ee1e335938  
Submitter's IP Address: 70.27.1.41

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## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Upload tender document package here

- [SL-2022-003 Submission](#) - Adias-July 12.pdf - Tuesday July 12, 2022 09:39:11
- [Additional Document](#) - warranty letter- Adias.pdf - Friday July 08, 2022 09:57:06

## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Sukhy Dhanota, Project Manager, Adias Impex Ltd. O/A Carpet Plus

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 2</b> Fri July 8 2022 10:42 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 1</b> Thu June 9 2022 02:05 PM	<input checked="" type="checkbox"/>	1

## **Schedule “C”**

Warranty





Powerbond®

## Lifetime Limited Warranty

Powerbond styles with nylon face fiber are covered by a non-prorated Lifetime Limited Warranty issued by Tarkett against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber. Lifetime is defined as the period of time during which the product is owned and maintained by the original end-use purchaser in the original indoor installation location. Tarkett Powerbond products must be installed in accordance with the appropriate Powerbond Installation & Floor Preparation Instructions and must be maintained in accordance with Tarkett care and maintenance guidelines. The use of Tarkett primers, adhesives, and seam sealers or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tarkett Powerbond Installation & Floor Preparation Instructions for each Powerbond product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. More intensive maintenance will also be required for product installed on stairs, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at [www.tarkettna.com](http://www.tarkettna.com). **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

Powerbond products also carry a Lifetime Limited Warranty against excessive static electricity only when installed and maintained in accordance with Tarkett approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 20% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tarkett limited warranty provisions. If repair is not commercially practical or possible, Tarkett may, at its sole discretion, replace the affected area or refund the original Tarkett invoice cost for the affected area. If repair or replacement is required, Tarkett reserves the right to utilize an independent qualified labor provider or Tarkett Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tarkett running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tarkett product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of Tarkett is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tarkett is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tarkett Limited Warranty and Maintenance Information can be accessed at [www.tarkettna.com](http://www.tarkettna.com) or by dialing 800-248-2878.

**THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TARKETT SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TARKETT.**

**ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.**

Invoice No. \_\_\_\_\_ Company Installed \_\_\_\_\_  
Product(s) \_\_\_\_\_ Color \_\_\_\_\_  
Project Name \_\_\_\_\_ Total Square Yards \_\_\_\_\_  
Project Address \_\_\_\_\_  
Specific Areas Surfaced \_\_\_\_\_  
Date Installation Began \_\_\_\_\_ Date Installation Completed \_\_\_\_\_

Sworn to and subscribed before me,

Authorized Signature \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

**Tarkett North America**  
Technical Services Department  
1000 Vista Drive  
Dalton, GA 30721  
800.248.2878 Fax 706.259.2136  
[www.tarkettna.com](http://www.tarkettna.com)

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## **ADIAS IMPEX LTD. O/A CARPET PLUS FLOORING**

11 Cidermill Ave., Unit 3, Concord, ON L4K 5B6

Tel: 416-661-4444 • Fax: 905-264-0212

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### **Adias Impex Ltd. Labour Warranty**

Job Title: RFT:SL-2022-03 : Carpet Replacement at Arbour Glenn Home Area- Strathmere Lodge

Location: Strathroy, ON

This warranty pertains to the labour work completed at Arbour Glenn Home Area

This labour warranty is in regards to the installation of Powerbond carpet. The Labour warranty is valid for **2** years from the substantial completion date of the job.

The warranty is applicable only to the workmanship of the powerbond carpet installation. The warranty does not cover damage caused due to abuse, misuse, neglect, normal wear and tear, and if any other person other than a representative of Adias Impex Ltd has installed/repaired.

*Sukhy Dhanota*

Sukhy Dhanota

Project Manager

Adias Impex Ltd. O/A Carpet Plus Flooring



## Committee of Whole

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**Meeting Date:** September 13, 2022  
**Submitted by:** Bill Rayburn, CAO  
**SUBJECT:** Federal Electoral Boundaries - Proposed Redistribution Plan

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### **BACKGROUND:**

The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021.

Each province is assigned a certain number of seats in accordance with a formula set out in the Constitution. Using this formula and the 2021 census results, Ontario has been allocated 122 seats. This is one additional seat since the last redistribution process took place in 2012.

The Electoral Boundaries Commission for Ontario is tasked with reviewing the current electoral boundaries and proposing adjustments necessary for the creation of a new riding in Ontario.

The *Electoral Boundaries Readjustment Act* mandates that each electoral district in a province shall, as close as reasonably possible, represent the same number of people. For Ontario, this means that the population of each of its 122 ridings should be approximately 116,590. Absent extraordinary circumstances, the Commission must make every effort to ensure that the population of each electoral district in the province remains within 25 per cent more, or 25 per cent less, of this number.

Madam Justice Lynne Leitch of the Superior Court of Justice serves as Chair of the Commission for Ontario. Dr. Karen Bird and Dr. Peter Loewen are the other members of the Commission.

### **ANALYSIS:**

In determining reasonable electoral district boundaries, the Commission is required to consider, in addition to population size, the communities of interest or communities of

identity in, and the historical pattern of, electoral districts, and a manageable geographic size for districts in sparsely populated, rural or northern regions of the province.

The Commission is required to prepare a report setting out its recommended boundaries for each electoral district.

The Commission released its proposal on August 22, 2022. As outlined in the attached map, the Commission has proposed that Middlesex County be divided into four (4) ridings:

- North Middlesex and Lucan Biddulph will form part of a new riding called South Huron Shores;
- Southwest Middlesex, Newbury, Adelaide Metcalfe, Strathroy-Caradoc and Middlesex Centre will form part of a new riding called Elgin-Middlesex-Thames; and
- Thames Centre will be divided into three ridings: (1) London South – St. Thomas; (2) London Northeast; and (3) Elgin-Middlesex-Thames.

Currently, all of Middlesex County, with the exception of Thames Centre, is in Lambton-Kent-Middlesex. Thames Centre is part of Elgin-Middlesex-London.

The Commission is holding public hearings, in person and virtually, to gather comments and feedback on the proposed boundaries and electoral district names. To make a representation at a hearing, delegates must complete a [Public Hearing Participation Form](#). The Commission has set **September 25, 2022** as the deadline for Public Participation Hearing Form is to be filed.

The Public Hearing Participation Form, or alternatively written submissions (for those who only wish to make a submission in writing), may be filed by email or by mail to:

[ON@redecoupage-federal-redistribution.ca](mailto:ON@redecoupage-federal-redistribution.ca)

Ms. Paula Puddy

Commission Secretary

Federal Electoral Boundaries Commission for Ontario

PO Box 37018 Southdale

London, Ontario N6E 3T3

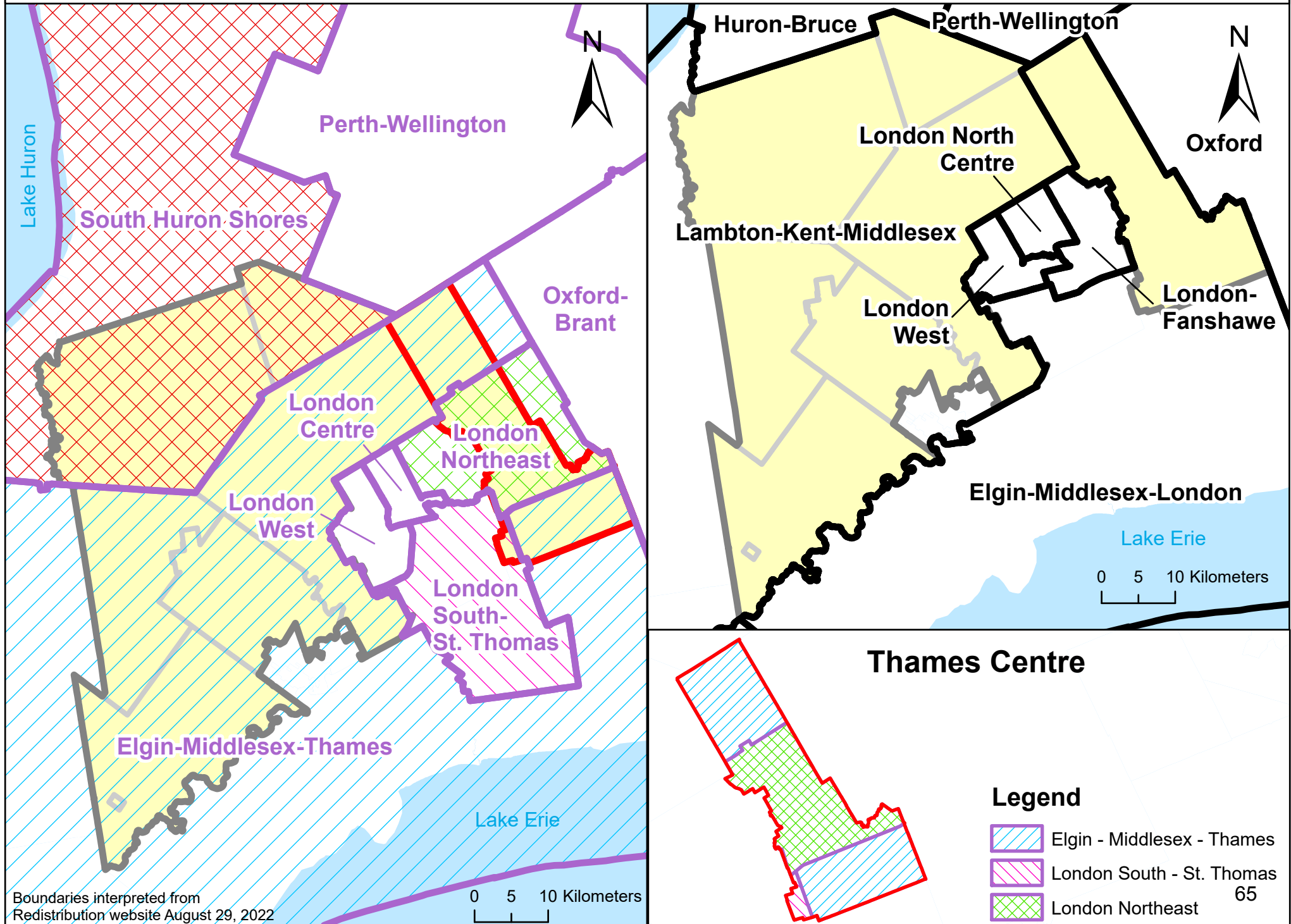
A virtual hearing for Southwestern Ontario will be held on Tuesday, September 27, 2022. An in person hearing will be held at the Ivey Spencer Leadership Centre located at 551 Windemere Road on Friday, October 28, 2022 at 6:30pm.

**RECOMMENDATION:**

THAT staff be directed to submit a Public Hearing Participation Form to the Ontario Commission to enable the Warden to make representations regarding the impact of the proposed redistribution on residents of Middlesex County at the public hearing being held October 28, 2022 at the Ivey Spencer Leadership Centre.



# Proposed vs Current Federal Electoral Districts



# THE CORPORATION OF THE COUNTY OF MIDDLESEX

## BY-LAW #7191

A BY-LAW to approve and authorize the execution of an Agreement between The Corporation of the County of Middlesex and Adias Impex Ltd for the replacement of flooring at Strathmere Lodge

### WHEREAS

- A. County Council approved a recommendation on September 13, 2022 to introduce a by-law to approve and authorize the execution of an Agreement between The Corporation of the County of Middlesex and Adias Impex Ltd ;
- B. 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;
- C. 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
- D. 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;

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

- 1. The Agreement between the Corporation of the County of Middlesex and Adias Impex Ltd., for the replacement of flooring at Strathmere Lodge, attached as Schedule “A” to this by-law is hereby authorized and approved.
- 2. The Warden and the Clerk are hereby authorized and directed to execute the said Agreement.
- 3. This by-law shall come into force and effect on the day it is passed.

Passed in Council this 13<sup>th</sup> day of September, 2022.

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Alison Warwick, Warden

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Marcia Ivanic, County Clerk

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**BY-LAW #7192**

A BY-LAW to confirm proceedings of the Council of The Corporation of the County of Middlesex – SEPTEMBER 13, 2022.

**WHEREAS:**

- A. It is deemed expedient that the proceedings of the Council of The Corporation of the County of Middlesex at the SEPTEMBER 30, 2022, Session be confirmed and adopted by By-law;
- B. Section 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (the “Act”), provides that a municipal power shall be exercised by by-law;
- C. Section 9 of the Act 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;
- D. Section 10 of the Act provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

**NOW 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 SEPTEMBER 13, 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 SEPTEMBER 13, 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 13<sup>TH</sup> day of August, 2022.

\_\_\_\_\_  
Alison Warwick, Warden

\_\_\_\_\_  
Marcia Ivanic, County Clerk





## Public Hearing

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**Meeting Date:** September 12, 2022  
**Submitted by:** Mark Brown, Woodlands Conservation Officer/Weed Inspector  
**Subject:** Application for Council Exemption for Clearing Woodlands;  
Peter Jennen; 1052 Longwoods Road; Part Lots 22 and 23  
Range 1 North; Municipality of Southwest Middlesex

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### **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'.

Peter Jennen, owner of the subject lands, has applied under Section 4 of the Woodlands Conservation By-law for an 'exemption' to clear 0.23 hectares (0.57 acres) of woodlands that are regulated under By-law No. 5738. The reasons provided for the proposed clearing are to stabilize ravines which are eroding from tile drainage runoff and to convert the area to agricultural crops and square up the field. The owner is proposing to replant an equivalent area of woodland in open areas of the remaining woodlands (see map).

The property is located at 1052 Longwoods Road (Part Lots 22 and 23 Range 1 North) in the municipality of Southwest Middlesex. The property and the area requested to be cleared as well as the area to be replanted are shown on the attached maps and photographs.

### **ANALYSIS:**

The area of proposed clearing is 0.23 hectare (0.57 acre) of mature deciduous forest comprising predominantly walnut, ash, oak and hickory. The proposed clearing is part of an 18.4 hectare (45.4 acre) woodland on the subject property and part of a larger complex of 143.4 hectare (354.4 ac) contiguous significant woodlands in the 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 (MNHSS 2014) and delineated on Schedule C of the County's Official Plan. The areas proposed to be cleared are not within an area regulated by the Lower Thames Valley Conservation Authority.

In accordance with the County's no net loss policy the applicants are proposing to replant an equivalent area with native deciduous trees as shown on the attached map. Staff notes that the replanted area would be contiguous with existing 'significant woodland' and thereby would have protection under the Woodland Conservation By-law No. 5738.

### Constraints Analysis - Field Investigation

Evaluation Criteria	Analysis/Findings
Native Carolinian species woodland.	Native deciduous woodlands, walnut, oak, ash, hickory, maple and white pine.
Evidence of long-term continuous forest cover.	The portion of the woodland proposed to be cleared appears to have been present prior to 1955 but as very sparse tree cover indicative of woodland pasture otherwise it appears to have grown in substantially and become a larger distinct woodland complex.
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 1.2% of the overall woodland on the subject property, and clearing is not expected to reduce the viability of the woodland because the areas are narrow peninsula's oriented at 90 degrees to the rest of the woodland.
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 grown in naturally since its earlier management for pasture woodlands.
Is the applicant willing to replant an equivalent area on their land and will it be contiguous with existing significant woodlands?	The landowner is willing to replant an equivalent area, which will infill existing open areas within the remaining area of significant woodland.
Effect on remaining woodland	Removal of the area proposed is not expected to increase the proportion of exposed edge trees or 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.
Proposed clearing area includes provincially designated wetlands, ANSIs, or Conservation Authority Regulated Area.	The area proposed for clearing is not an area regulated by Lower Thames Valley Conservation Authority.  The area proposed for clearing does not appear to include 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.
Previous exemptions.	No previous exemptions have been approved for the subject woodland on the subject property.
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 no written submissions have been received as a result of the application circulation.

## Conclusion

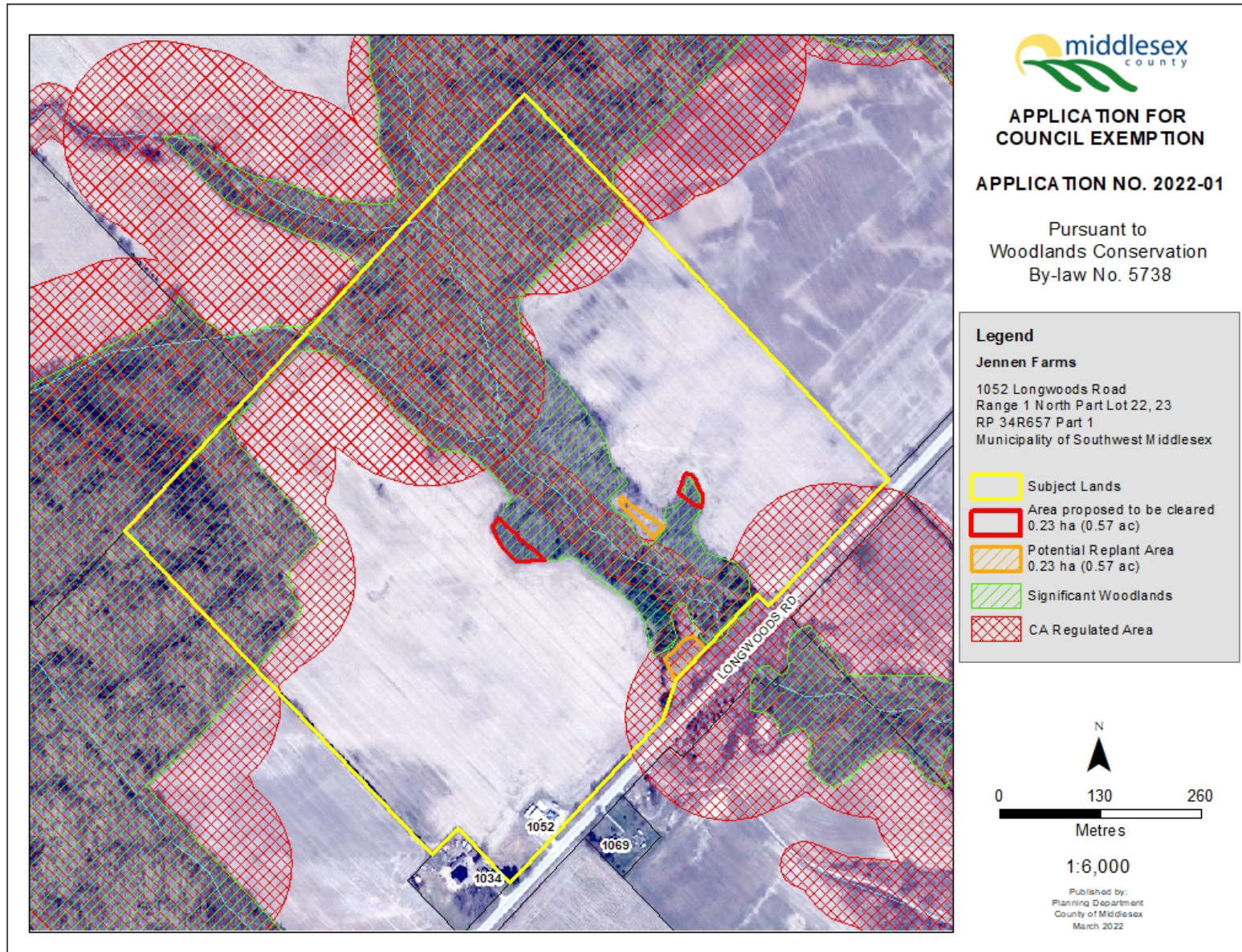
The proposed area of woodland for clearing does not appear to affect the overall viability of the woodland complex on the subject and adjacent lands.

## RECOMMENDATION:

That the application by Peter Jennen, 1052 Longwoods Road, Part Lots 22 and 23 Range 1 North, in the Municipality of Southwest Middlesex, for council exemption for clearing woodlands for conversion to agriculture be granted subject to the following conditions:

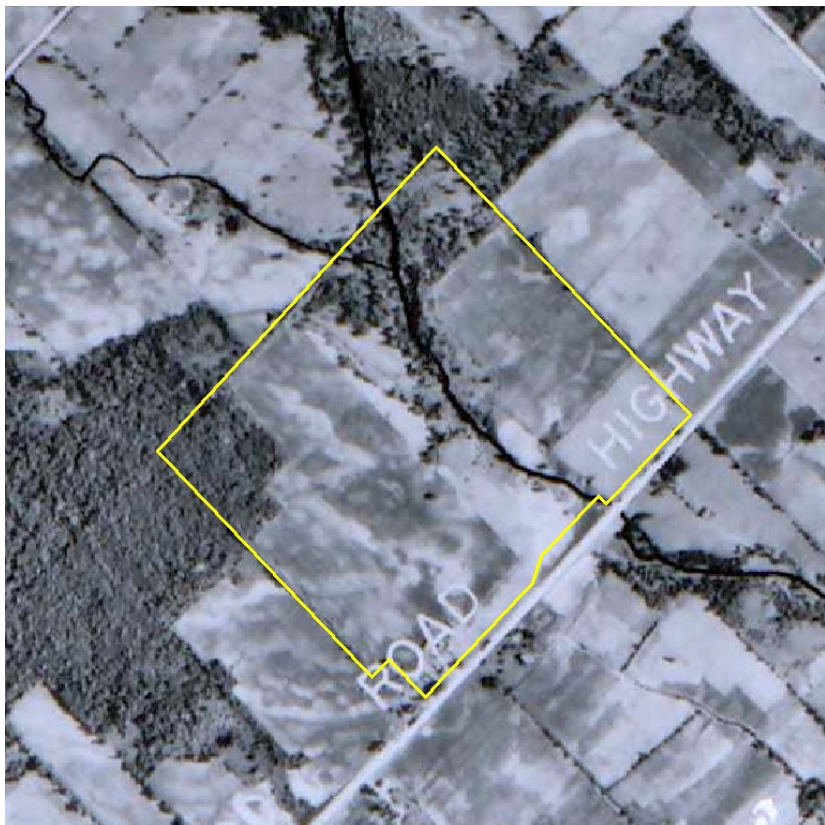
- a) The applicant will be required to complete the replanting to the satisfaction of the woodland conservation officer and sign a replanting agreement.
- b) Payment of a refundable security deposit of \$1,824.00 to be held by the County of Middlesex until the Woodland Conservation officer is satisfied the newly planted area is fully stocked and 'free to grow'.
- c) A minimum of 300 native (Carolinian forest zone species) trees 30-40cm tall bare root or potted transplant stock of appropriate seed source/provenance be planted and maintained across the replanting area, until such time as they are 'free to grow'.
- d) Any tree clearing must occur outside the bird nesting season per the Migratory Bird Convention Act (MBCA).
- e) Any tree clearing must occur outside the bat roosting season.
- f) The applicant to provide the Woodland Conservation Officer with a report signed off by a Registered Professional Forester documenting fulfillment of the conditions applied to this exemption and confirming that the replanted trees are 'Free to Grow'.
- g) The landowner is solely responsible for compliance with species at risk legislation both federal and provincial.
- h) The landowner is solely responsible for compliance with Lower Thames River Conservation Authority regulations and permitting requirements which may be applicable

(Attachments)

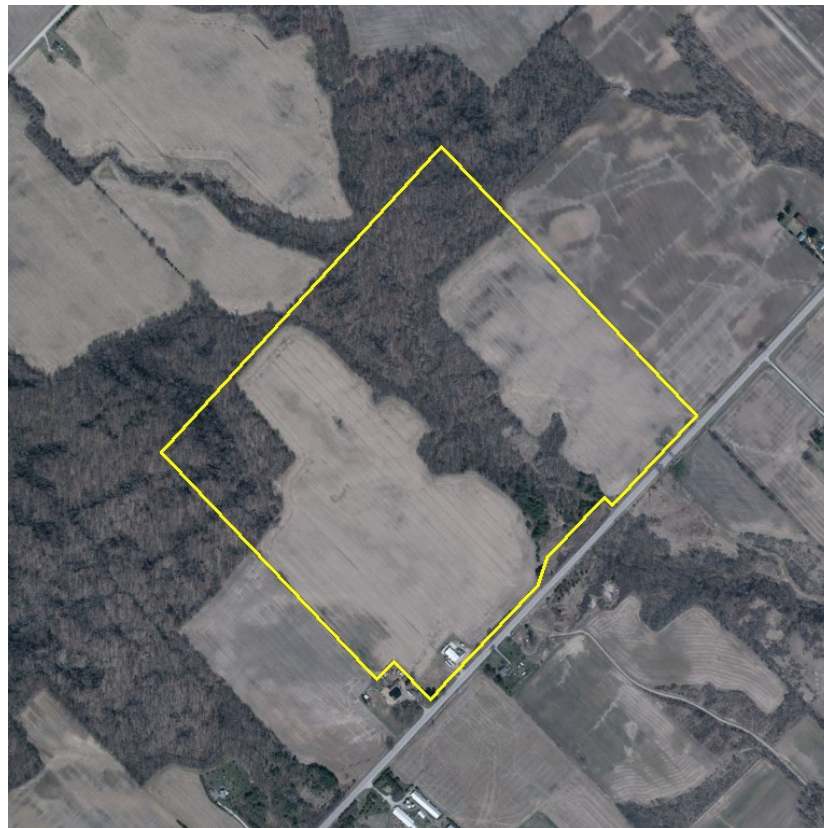




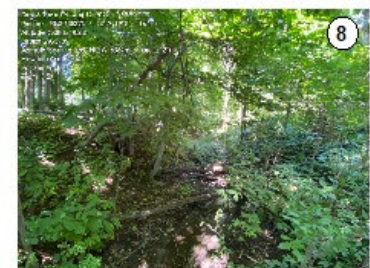
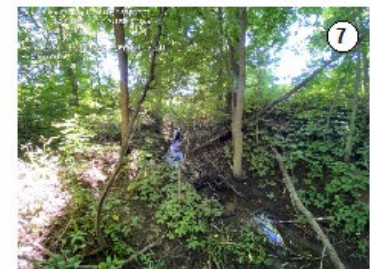
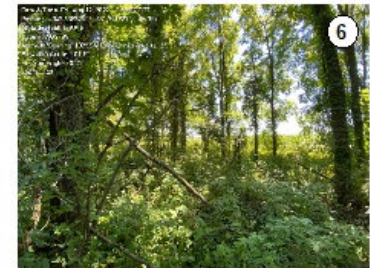
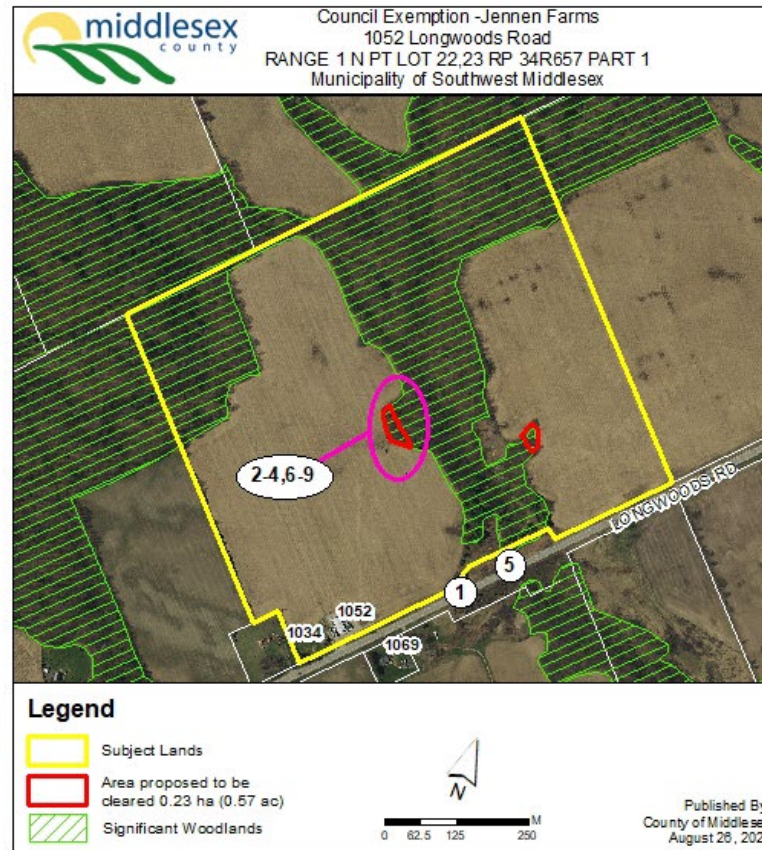
Jennen - Woodlot 1954



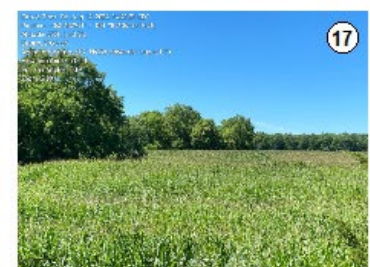
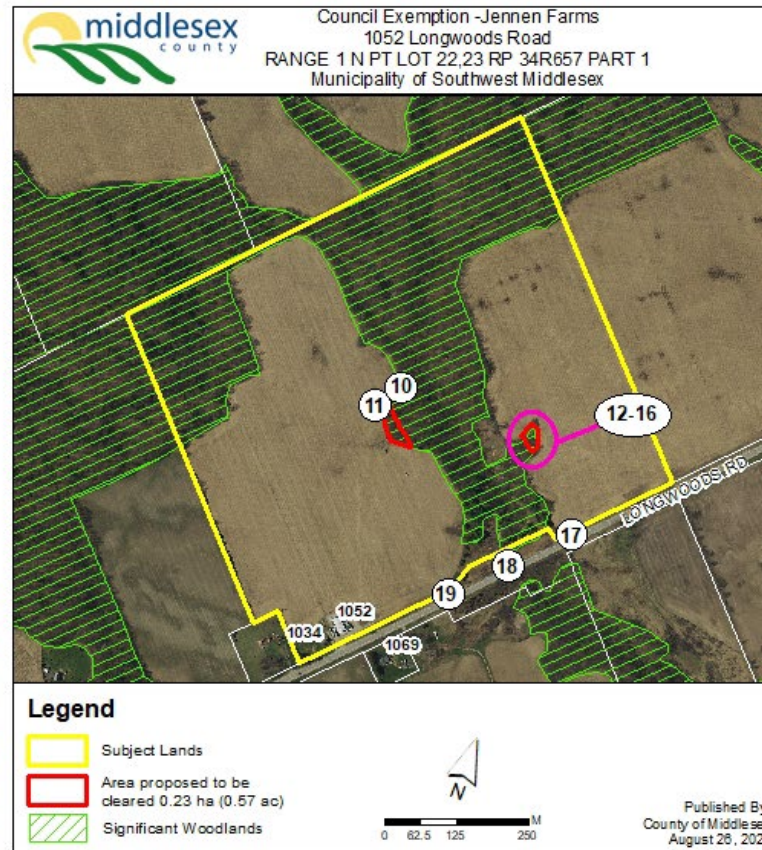
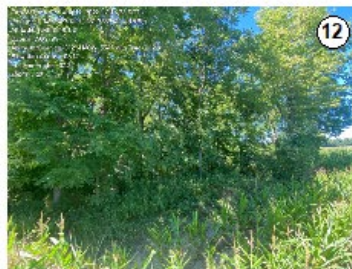
Jennen - Woodlot 2020













**Meeting Date:** September 13, 2022  
**Submitted by:** Durk Vanderwerff, Director of Planning and Development  
**Subject:** Thames Centre Official Plan Amendment No. 26; 5026367 Ontario Inc., File No. 39-TC-OPA26

---

### **BACKGROUND:**

5026367 Ontario Inc. have applied to amend the Thames Centre Official Plan for lands described as Part of Lot 16, Concession 2 (geographic Township of West Nissouri), Municipality of Thames Centre. Amendment No. 26 would change the designation of a portion of the subject lands from 'Agricultural' to 'Extractive Industrial' to permit the establishment of a licensed sand and gravel pit.

The subject lands (commonly referred to as the 'Elliott Pit') are a 35 hectare (88 acre) property situated near the intersection of Nissouri Road (County Road 27) and Thorndale Road (County Road 28). The property is currently in agricultural use. Amendment No. 26 would facilitate the establishment of a licensed aggregate extraction operation on approximately 14 hectares (35 acres) of the property. Access to the site is proposed from Thorndale Road (County Road 28).

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 include agriculture, commercial / industrial, woodlands, and residential (the property abuts the settlement boundary of Thorndale).

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. 26 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 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. 26.

Although the County received no written submissions concerning Amendment No. 26, during the local process, the Municipality received significant comments from area residents concerning the proposed use, traffic, proximity to the Wye Creek subdivision and West Nissouri Public School, air quality, noise, health, water table, property taxes and values, and site rehabilitation.

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, Site Plans, and a Noise Report have been submitted in support of the proposal.

During the local municipal process, the hydrogeology, natural environment, and noise reports were subject to a consultant peer reviewed by the Municipality. The peer reviews found the findings of the studies to be generally reasonable with any required supplementary information being provided to the satisfaction of the peer review consultant. The studies require a number of mitigation measures (such as berms, setbacks, operational specifics) that would be implemented through the ARA licensing process. The Upper Thames River Conservation Authority (UTRCA) has indicated no objection to Amendment No. 26.

In conclusion, Amendment No. 26 would change the designation of a portion 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. 26 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:

<b>Strategic Focus</b>	<b>Goals</b>	<b>Objectives</b>
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

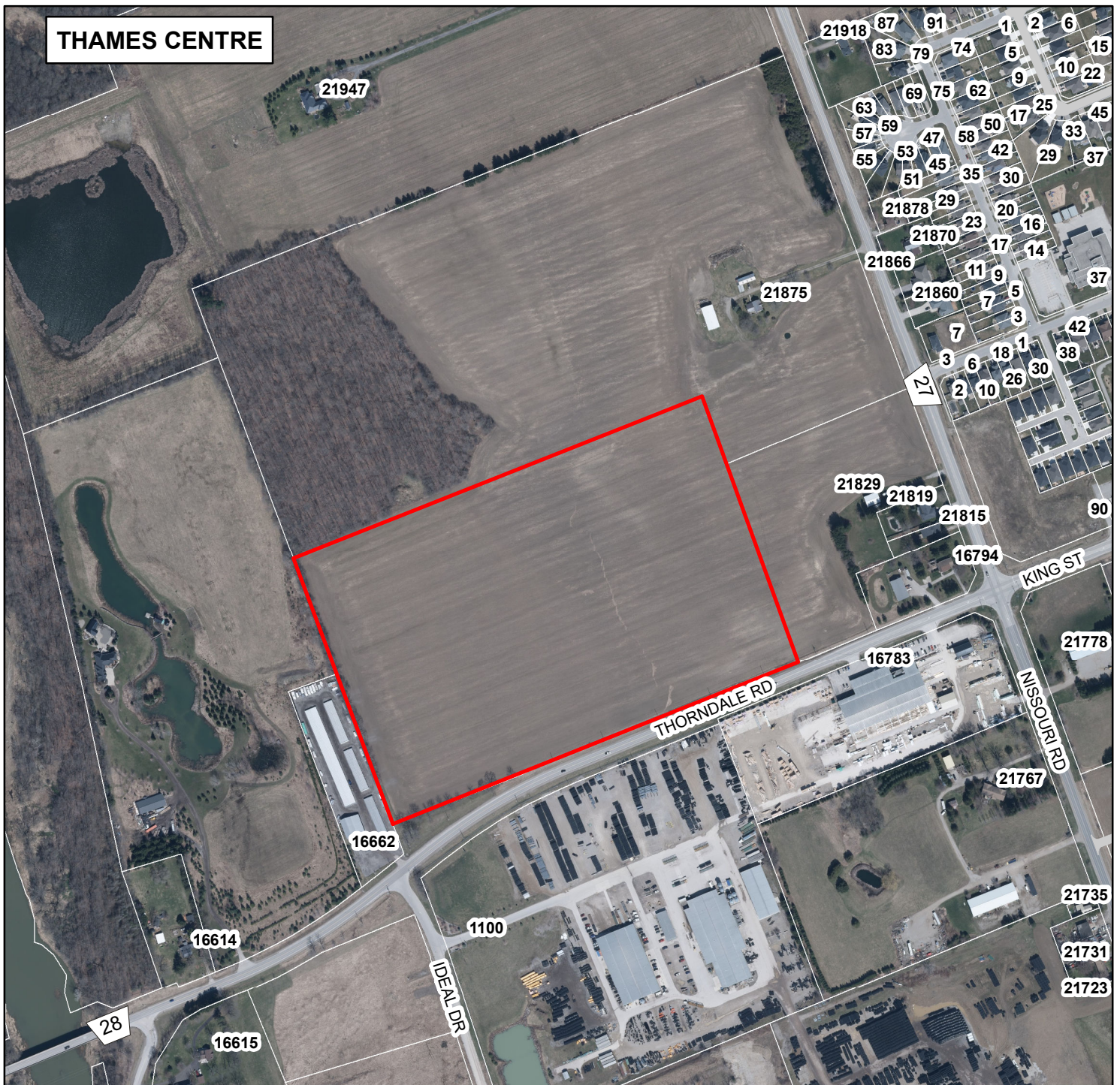
**RECOMMENDATION:**

That Amendment No. 26 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**



# THAMES CENTRE



## LOCATION MAP

Description:  
OFFICIAL PLAN AMENDMENT No. 26  
MUNICIPALITY OF THAMES CENTRE

File Number:  
39-TC-OPA26

Prepared by: Planning Department  
The County of Middlesex, July 12, 2022.



## LEGEND

LANDS SUBJECT TO AMENDMENT



1:6,000  
0 150 300  
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. 26 as adopted by the Municipal Council on June 13, 2022, pursuant to By-law No. 55-2022.

Dated at the Municipality of Thames  
Centre, in the County of Middlesex,  
this 16<sup>th</sup> day of June, 2022.

A handwritten signature in black ink, appearing to read "Sara Henshaw". The signature is fluid and cursive, written over a horizontal line.

Sara Henshaw  
Deputy Clerk

S. HENSHAW  
Deputy Clerk  
Municipality of  
Thames Centre



**AMENDMENT NO. 26  
TO THE  
OFFICIAL PLAN  
OF THE  
MUNICIPALITY OF THAMES CENTRE  
SUBJECT: ELLIOTT PIT**

**Part of Lot 16, Concession 2  
(geographic Township of West Nissouri)  
Municipality of Thames Centre,  
County of Middlesex**

**AMEND OFFICIAL PLAN TO REDESIGNATE PART OF 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. 26 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**

As a whole, the subject lands are a 35.4 hectare (87.5 ac) farm parcel situated on the west side of Nissouri Road (County Road 27) and on the north side of Thorndale Road (County Road 28). The lands contain a single detached dwelling and a cluster of farm buildings and are currently used for the cultivation of field crops. The property contains natural heritage features in the form of woodlands situated in the northwest corner of the farm. The lands are currently designated Agricultural and Protection Area and zoned Agricultural and Environmental Protection.

The site proposed to be licensed has an area of approximately 14.2 hectares (35.08 ac) encompassing a portion of the property although the applicant is proposing to extract 12 hectares (30 ac) of the licensed area. Lands surrounding the site contain vacant lands owned by the applicant to the east, agricultural land and a woodlot to the north forming the balance of the farm, an industrial use and beyond that estate residential use to the west and industrial uses to the south separated by Thorndale Road (County Road 28).

A Category 3, 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 above the established water table. With a total estimated aggregate volume of 1 million tonnes, the lifespan of the pit is expected to be roughly 3-5 years depending on market conditions considering the proposed annual tonnage limit of 300,000 tonnes. Water-well and borehole records indicate that sand and gravel material is present at depths of up to 20 metres (65.61 ft).

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts and archaeology have been submitted. A planning justification report was also prepared. Studies undertaken in regards to hydrogeology, natural environment and noise impacts were subject to a peer review as required by the Municipality, with those findings summarized in the Analysis section of this Report.

Extraction is proposed to occur in two (2) phases, starting on the east side of the site and moving west. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Nissouri Road as well as Thorndale Road, as well as an extension of berm on the north side. These berms are designed to comply with the Ministry of the Environment, Conservation and Parks (MECP) guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant's consultant.

The lands to be extracted are proposed to be progressively rehabilitated using soil resources on site to restore the area back to an agriculture after use. Site rehabilitation would include deep ripping of fields to eliminate compaction of soils (where required), spreading of available topsoil and overburden as well as grading to attain a slope to ensure drainage, removal of stones larger than 100 mm as well as seeding the graded area with a combination of grasses. It is proposed that all existing topsoil and overburden on the site would be stripped and stored separately in berms or stock piles. The topsoil and overburden would be replaced as quickly as possible during the progressive rehabilitation process. The acoustic berms would remain on the site for each phase until the rehabilitation process when they will be removed. After the berms are removed and side slopes are created, the areas would be stabilized with a suitable groundcover.



Aggregate extraction and processing as well as shipping is proposed to occur during daytime hours, weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays). Processing of material on this property is proposed to be undertaken in designated areas. Berms are to be a minimum of 2.5 metres (8.2 ft) in height above the existing grade. Fencing is proposed around the perimeter of the licensed area in accordance with MNRF standards.

The proposed site access would be on Thorndale Road (County Road 28), near the middle of the site. Thorndale Road is currently used as a haul route for existing aggregate operations in the area. Based on the maximum annual extraction limit of 300,000 tonnes, the pit could generate truck volumes averaging 45 trucks per day. Based on the sales forecast however, anticipated truck volumes are projected to be in the range of 10-12 trucks per day.

### **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 reports (Planning Justification Report by Findlater & Associates Inc. dated July 2021 and the Aggregate Resources Act Summary Statement report by Esher Planning Inc. dated December 2020) 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 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 Elliott Pit property is currently designated as Agricultural in the Official Plan. The property is identified on Appendix 3 of the Thames Centre Official Plan which shows the lands as part of significant aggregate resource area. A resource investigation of the property was completed and confirmed the presence of approximately 1 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: Considering the proposed licensed area is within 120 metres of a significant woodlot, an Environmental Impact Study (EIS) dated January 2021 was undertaken by Terrastory Environment Consulting Inc. Findings of the EIS are summarized below:

Field investigations and data collection were carried out from June to September 2020 and including surveys of breeding birds, vascular plants, natural feature mapping and incidental observations, while also relying on current aerial photography. After collecting the background biophysical information and completing the site assessments, the data was interpreted to determine whether any significant natural features and/or significant species occur on the property or on adjacent lands within 120 metres from the property boundary. The Study identified a significant woodland and wildlife habitat in the northwest corner of the lands owned by the applicant outside of the proposed licensed area. The Study also recommends a 15 metre (49.2 ft) setback apply from the woodlot feature. As such, the Study concludes that there will be no negative impacts to significant natural features from the proposed pit operation. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

On behalf of the Municipality, qualified staff from Stantec Consulting Ltd. (“Stantec”) undertook a peer review of the EIS which noted that the EIS conclusions are considered reasonable and appropriate for the natural environment assessment.

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

Comment:

The proposed pit will provide employment opportunities locally. Primary resource industries present a multiplier effect which can result in the creation of additional supplemental service jobs in the area. At the same time, the proposed pit 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 Hydrogeological Assessment Report conducted by EXP Services Inc. (“EXP”) dated January 2021, four monitoring wells were installed on the property with groundwater levels recorded. Based on the review of well records by MECP, potable wells are typically sourced from bedrock aquifers. Three wells were sourced from intermediate to deep overburden aquifers which are generally confined below clay and glacial till stata. The two shallow overburden wells are not expected to be impacted by aggregate extraction activities given that the depth of extraction is to remain 1.5 metres (4.9 ft) above the seasonal high groundwater table. The Report recommends that monitoring of the site should consist of routine compliance reporting for the operation to ensure good operational practices and to ensure that the rehabilitation plan is completed. In addition, monitoring of groundwater depths at the site should continue on a quarterly basis to document the groundwater table elevations throughout the seasons. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.



On behalf of the Municipality, qualified staff from Stantec undertook a peer review of the Hydrogeological Assessment Report. In response to the peer review, EXP provided supplementary information which resulted in a sign-off from Stantec in that their comments were adequately addressed.

HGC Engineering (“HGC”) conducted a Noise Assessment Report to analyze the potential impact of noise from the proposed pit on neighbouring sensitive residential uses in accordance with the MNRF and MECP guidelines. Noise control measures were designed to ensure that sound levels from the proposed pit comply with provincial limits and have been incorporated in the site and operational plans. Recommended noise control measures include the construction of perimeter berms as shown on the Site Plans.

On behalf of the Municipality, qualified staff from Stantec undertook a peer review of the Noise Assessment Report. In response to the peer review, HGC provided supplementary information which resulted in a sign-off from Stantec in that their comments were addressed.

An EIS was conducted and subject to a peer review as previously noted. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

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 would use an entrance/exit onto Thorndale Road (County Road 28) being an arterial County road which is identified as a “Truck Haul Route” on Schedule C – Transportation Plan - of the Thames Centre Official Plan. 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 million tonnes of commercial sand and gravel on the subject property. 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 EIS has been conducted and subject to a peer review as previously noted. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

## **PART B - THE AMENDMENT**

All of this part of the Amendment entitled ‘Part B - The Amendment’, including the attached Schedule ‘A’, constitutes Amendment No. 26 to the Official Plan of the Municipality of Thames Centre.

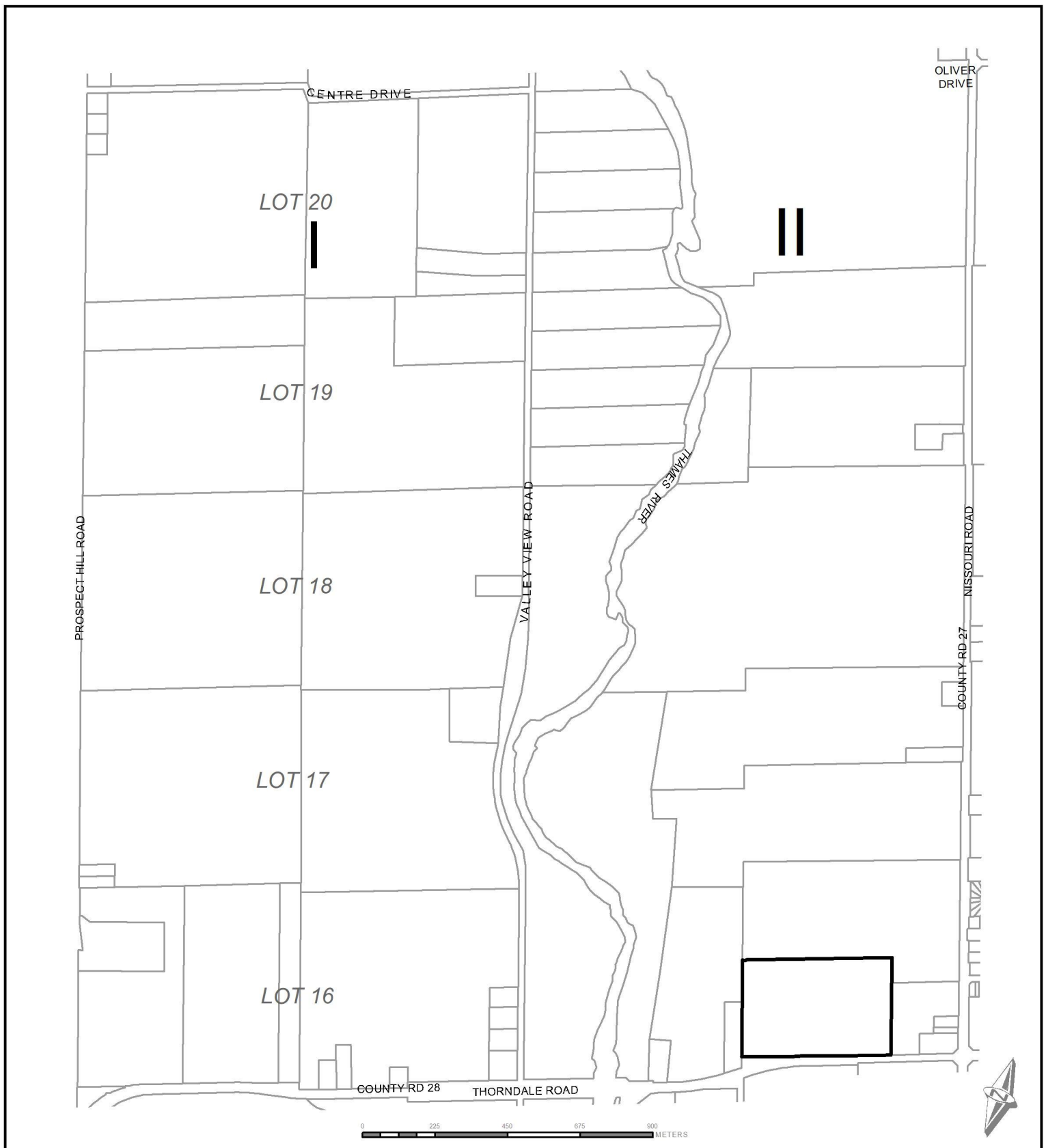
**DETAILS OF THE AMENDMENT**

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 14.2 hectares and described as Part of Lot 16, Concession 2 (geographic Township of West Nissouri), Municipality of Thames Centre, County of Middlesex, as shown on Schedule 'A' attached hereto to Amendment No. 26 from the "Agricultural" designation to the "Extractive Industrial" designation.

# SCHEDULE "A"

## AMENDMENT NO. 26 TO THE MUNICIPALITY OF THAMES CENTRE OFFICIAL PLAN



**REDESIGNATE FROM AGRICULTURAL  
TO EXTRACTIVE INDUSTRIAL**





## **MUNICIPALITY OF THAMES CENTRE**

### **PLANNING & DEVELOPMENT SERVICES**

**REPORT NO:** PDS-028-22

**FILE:** O5-21 & Z18-21

**TO:** Mayor and Members of Council

**FROM:** Marc Bancroft, Director of Planning and Development Services

**MEETING DATE:** May 30, 2022

**RE: APPLICATIONS FOR OFFICIAL PLAN AND  
ZONING BY-LAW AMENDMENTS  
5026367 ONTARIO INC. (APPLICANT)  
STEWART FINDLATER (AGENT)**

#### **1. PURPOSE**

The purpose and effect of the subject applications is to re-designate a 14.2 hectare (35.08 ac) portion of the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the same 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 licensing 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 held on October 25, 2021. This report provides an evaluation of the proposal and a recommendation for Council's consideration.

#### **2. BACKGROUND** (see attached map)

As a whole, the subject lands are a 35.4 hectare (87.5 ac) farm parcel situated on the west side of Nissouri Road (County Road 27) and on the north side of Thorndale Road (County Road 28). The lands contain a single detached dwelling and a cluster of farm buildings and are currently used for the cultivation of field crops. The property contains natural heritage features in the form of woodlands situated in the northwest corner of the farm. The lands are currently designated Agricultural and Protection Area and zoned Agricultural and Environmental Protection.

The site proposed to be licensed has an area of approximately 14.2 hectares (35.08 ac) encompassing a portion of the property although the applicant is proposing to extract 12 hectares (30 ac) of the licensed area. Lands surrounding the site contain vacant lands owned by the applicant to the east, agricultural land and a woodlot to the north forming the balance of the farm, an industrial use and beyond that estate residential use to the west and industrial uses to the south separated by Thorndale Road (County Road 28).

### **3. SUBJECT PROPOSAL**

A Category 3, 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 above the established water table. With a total estimated aggregate volume of 1 million tonnes, the lifespan of the pit is expected to be roughly 3-5 years depending on market conditions considering the proposed annual tonnage limit of 300,000 tonnes. Water-well and borehole records indicate that sand and gravel material is present at depths of up to 20 metres (65.61 ft).

In support of the subject proposal, various studies related to hydrogeology, natural environment, noise impacts and archaeology have been submitted. A planning justification report was also prepared. Studies undertaken in regards to hydrogeology, natural environment and noise impacts were subject to a peer review as required by the Municipality, with those findings summarized in the Analysis section of this Report.

Extraction is proposed to occur in two (2) phases, starting on the east side of the site and moving west. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Nissouri Road as well as Thorndale Road, as well as an extension of berm on the north side. These berms are designed to comply with the Ministry of the Environment, Conservation and Parks (MECP) guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant's consultant.

The lands to be extracted are proposed to be progressively rehabilitated using soil resources on site to restore the area back to an agriculture after use. Site rehabilitation would include deep ripping of fields to eliminate compaction of soils (where required), spreading of available topsoil and overburden as well as grading to attain a slope to ensure drainage, removal of stones larger than 100 mm as well as seeding the graded area with a combination of grasses. It is proposed that all existing topsoil and overburden on the site would be stripped and stored separately in berms or stock piles. The topsoil and overburden would be replaced as quickly as possible during the progressive rehabilitation process. The acoustic berms would remain on the site for each phase until the rehabilitation process when they will be removed. After the berms are removed and side slopes are created, the areas would be stabilized with a suitable groundcover.



Aggregate extraction and processing as well as shipping is proposed to occur during daytime hours, weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays). Processing of material on this property is proposed to be undertaken in designated areas. Berms are to be a minimum of 2.5 metres (8.2 ft) in height above the existing grade. Fencing is proposed around the perimeter of the licensed area in accordance with MNRF standards.

The proposed site access would be on Thorndale Road (County Road 28), near the middle of the site. Thorndale Road is currently used as a haul route for existing aggregate operations in the area. Based on the maximum annual extraction limit of 300,000 tonnes, the pit could generate truck volumes averaging 45 trucks per day. Based on the sales forecast however, anticipated truck volumes are projected to be in the range of 10-12 trucks per day.

#### **4. ANALYSIS**

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 reports (Planning Justification Report by Findlater & Associates Inc. dated July 2021 and the Aggregate Resources Act Summary Statement report by Esher Planning Inc. dated December 2020) 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 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 Elliott Pit property is currently designated as Agricultural in the Official Plan. The property is identified on Appendix 3 of the Thames Centre Official Plan which shows the lands as part of significant aggregate resource area. A resource investigation of the property was completed and confirmed the presence of approximately 1 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: Considering the proposed licensed area is within 120 metres of a significant woodlot, an Environmental Impact Study (EIS) dated January 2021 was undertaken by Terrastory Environment Consulting Inc. Findings of the EIS are summarized below:

Field investigations and data collection were carried out from June to September 2020 and including surveys of breeding birds, vascular plants, natural feature mapping and incidental observations, while also relying on current aerial photography. After collecting the background biophysical information and completing the site assessments, the data was interpreted to determine whether any significant natural features and/or significant species occur on the property or on adjacent lands within 120 metres from the property boundary. The Study identified a significant woodland and wildlife habitat in the northwest corner of the lands owned by the applicant outside of the proposed licensed area. The Study also recommends a 15 metre (49.2 ft) setback apply from the woodlot feature. As such, the Study concludes that there will be no negative impacts to significant natural features from the proposed pit operation. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.



On behalf of the Municipality, qualified staff from Stantec Consulting Ltd. (“Stantec”) undertook a peer review of the EIS which noted that the EIS conclusions are considered reasonable and appropriate for the natural environment assessment.

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

Comment:

The proposed pit will provide employment opportunities locally. Primary resource industries present a multiplier effect which can result in the creation of additional supplemental service jobs in the area. At the same time, the proposed pit 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 Hydrogeological Assessment Report conducted by EXP Services Inc. (“EXP”) dated January 2021, four monitoring wells were installed on the property with groundwater levels recorded. Based on the review of well records by MECP, potable wells are typically sourced from bedrock aquifers. Three wells were sourced from intermediate to deep overburden aquifers which are generally confined below clay and glacial till stata. The two shallow overburden wells are not expected to be impacted by aggregate extraction activities given that the depth of extraction is to remain 1.5 metres (4.9 ft) above the seasonal high groundwater table. The Report recommends that monitoring of the site should consist of routine compliance reporting for the operation to ensure good operational practices and to ensure that the rehabilitation plan is completed. In addition, monitoring of groundwater depths at the site should continue on a quarterly basis to document the groundwater table elevations throughout the seasons. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

On behalf of the Municipality, qualified staff from Stantec undertook a peer review of the Hydrogeological Assessment Report. In response to the peer review, EXP provided supplementary information which resulted in a sign-off from Stantec in that their comments were adequately addressed.

HGC Engineering (“HGC”) conducted a Noise Assessment Report to analyze the potential impact of noise from the proposed pit on neighbouring sensitive residential uses in accordance with the MNRF and MECP guidelines. Noise control measures were designed to ensure that sound levels from the proposed pit comply with provincial limits and have been incorporated in the site and operational plans. Recommended noise control measures include the construction of perimeter berms as shown on the Site Plans.

On behalf of the Municipality, qualified staff from Stantec undertook a peer review of the Noise Assessment Report. In response to the peer review, HGC provided supplementary information which resulted in a sign-off from Stantec in that their comments were addressed.

An EIS was conducted and subject to a peer review as previously noted. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

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 would use an entrance/exit onto Thorndale Road (County Road 28) being an arterial County road which is identified as a “Truck Haul Route” on Schedule C – Transportation Plan - of the Thames Centre Official Plan. 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 million tonnes of commercial sand and gravel on the subject property. 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 EIS has been conducted and subject to a peer review as previously noted. The recommended mitigation measures are incorporated into the design of the operations and site rehabilitation.

The Thames Centre Official Plan require that prior to the approval of a zoning by-law amendment, it shall be established to the satisfaction of Council that:

- *soil and drainage conditions are suitable to permit the proper siting of buildings;*

No buildings or structures are proposed on the subject lands.

- *the services and utilities, whether they are municipal or private, can adequately accommodate the proposed development. Full municipal or communal sanitary and water services will be preferred method of servicing development;*

No servicing is required to accommodate the proposed pit use.

- *the road system is adequate to accommodate projected increases in traffic;*

The road system is adequate to accommodate the proposed use considering Thorndale Road (County Road 28) is identified as a “Truck Haul Route” on Schedule C – Transportation Plan - of the Thames Centre Official Plan.

- *the land fronts on a public road (unless specifically noted as an approved private road) which is of a reasonable standard of construction and maintenance;*

The lands front onto Thorndale Road (County Road 28) which is a public road and is maintained to County standards.

- *lot frontage and area is suitable for the proposed use and conforms to the standards required by the implementing Zoning By-law; and*

The lot frontage and area is suitable for the proposed use and would conform to the standards of the requested Extractive Industrial (M3) Zone.

- *adequate measures will be taken to alleviate or prevent any adverse effects that the proposed use may possibly have upon any proposed or existing or adjacent use or on the natural heritage features and functions.*

As mentioned previously, studies have been undertaken subject to a peer review with respect to hydrogeology, natural environment and noise impacts. Recommended and accepted mitigation are to be implemented through the ARA’s licensing process.

Based on the foregoing, the subject proposal is consistent with the Provincial Policy Statement, conforms to the Middlesex County and constitutes sound land use planning.

#### **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 Canada Post: No comment.

4.1.3 Enbridge: No concern.

4.1.4 Chief Building Official: Confirmation of the location of the existing septic system.

**Director's Response** – the existing septic system servicing the existing dwelling on the farm is at least 150 metres (492 ft) from the proposed license area.

4.1.5 Director of Public Works: No concerns.

4.1.6 Drainage Superintendent: No comment.

4.1.7 Director of Planning and Development Services:

Considering the proximity of existing residential uses to the subject lands, it would be appropriate that the studies submitted in support of this proposal be subject to a peer review. The Thames Centre Official Plan offers policy direction in this regard in that the Municipality may, at the applicant's expense, retain the services of its own professionally qualified and independent person or consultant to conduct a peer review of studies or reports submitted with an application to provide an independent opinion on such matters.

#### **4.2 Public Comments**

In the circulation of the notice of public meeting to surrounding property owners, written submissions attached hereto have been received from the following parties:

- Darlene Brisbane
- Jamie-Lyn Chant
- Susan Chant
- Vera and Karol Derpienski
- Brenda Elgie
- Sasha Girden
- James and Liz Iglesias



- Matt Marsh
- Ben and Jessica Pinet
- Lee Ann McKivor
- Jeannine and Andrew Poulton
- Shane and Christine Will
- Thorndale Residents Against the Elliott Gravel Pit

(although this association references a petition, it cannot be validated as it does not contain original signatures with identifiable individuals. Staff reached out accordingly to the sender however the email message bounced back as it could not be received by the sender.)

Collectively, the following concerns have been raised by the foregoing parties:

- Inappropriate site given the proximity of Thorndale.
- Concerns include traffic, air quality, noise, dust, groundwater, environmental/agricultural impacts and decreasing property values.
- Effectiveness of agricultural rehabilitation questioned.
- Increase in property taxes due to heavy traffic and associated road maintenance costs.
- Lack of proper notice in the circulation of this proposal.

### **Director's Response**

Various studies related to hydrogeology, natural environment and noise impacts were undertaken in support of this proposal and subject to peer reviews which ultimately has resulted in the findings being acceptable. The concerns raised by the public have been generally addressed by the studies including the recommended mitigation measures which are incorporated into the design of the proposed pit operation and site rehabilitation to be implemented through the ARA's licensing process. Also included as mitigation measures on the operational plans is the application of water or calcium chloride to mitigate dust impacts. Lastly, staff can confirm that proper notification was provided in accordance with the Planning Act.

## **5. RECOMMENDATIONS**

THAT Application for Official Plan Amendment (O5-21) submitted by Stewart Findlater on behalf of 5026367 Ontario Inc. for lands described as Part of Lot 16, Concession 2 (geographic Township of West Nissouri), Municipality of Thames Centre, and known municipally as 21875 Nissouri Road, be adopted in principle and that the implementing by-law be forwarded to the next regular meeting of Council for consideration of adoption and subsequently forwarded to Middlesex County for consideration of approval.

THAT Application for Zoning By-law Amendment (Z18-21) submitted by Stewart Findlater on behalf of 5026367 Ontario Inc. for lands described as Part of Lot 16, Concession 2 (geographic Township of West Nissouri), Municipality of Thames Centre, and known municipally as 21875 Nissouri Road, be approved in principle and that the implementing by-law be forwarded to the next regular meeting of Council for 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 AMENDMENT (O5/21)  
& ZONING BY-LAW AMENDMENT (Z18/21)**

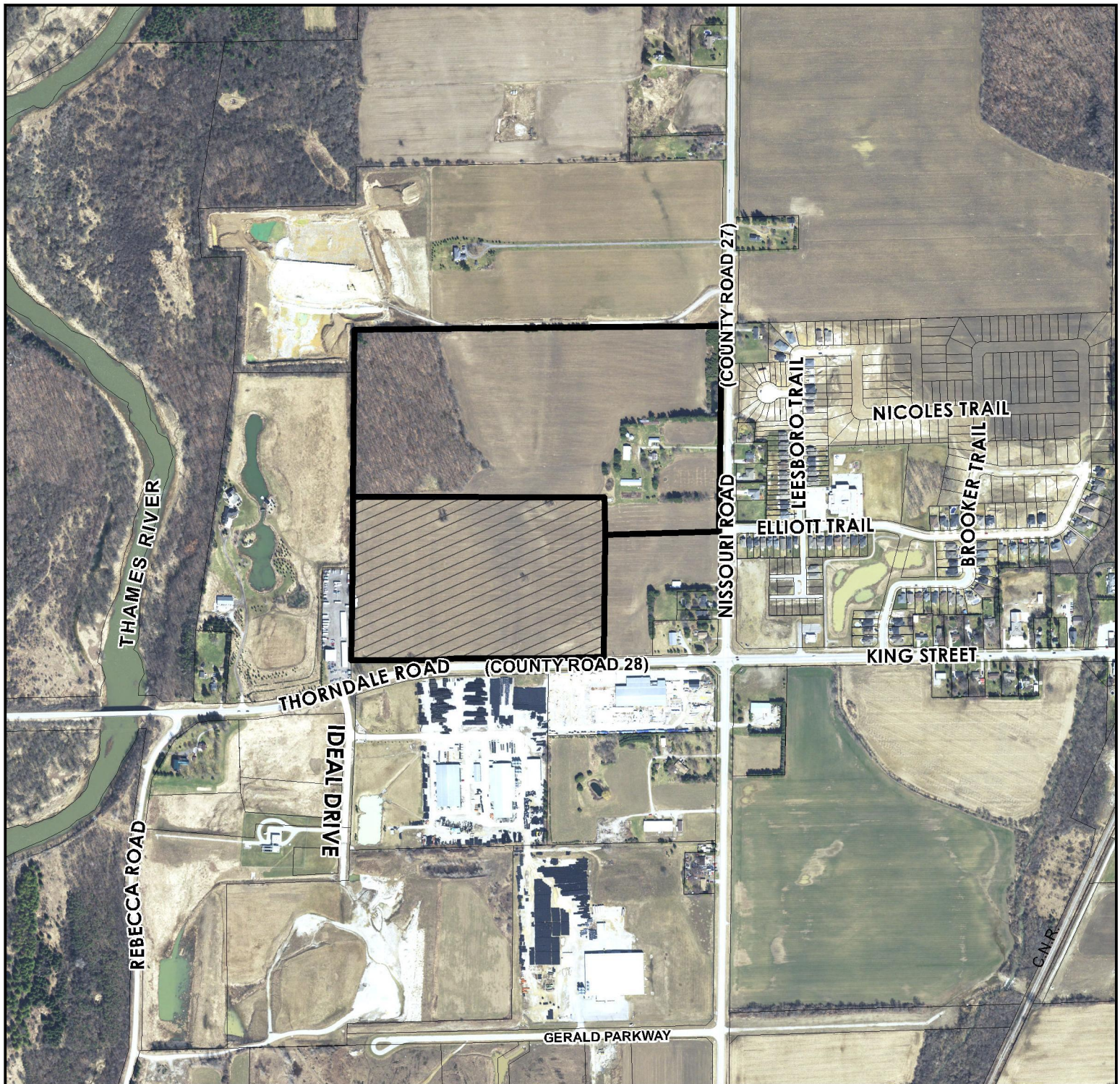
Applicant: 5026367 Ontario Inc.

Agent: Stewart Findlater

Location: 21875 Nissouri Road



**Municipality of THAMES CENTRE**



LANDS PROPOSED TO BE RE-DESIGNATED  
& RE-ZONED



SUBJECT LANDS

1:10,000

0 55 110 220 330 440 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015







## **MUNICIPALITY OF THAMES CENTRE**

### **PLANNING & DEVELOPMENT SERVICES**

**REPORT NO:** PDS-067-21

**FILE:** O5-21 & Z18-21

**TO:** Mayor and Members of Council

**FROM:** Marc Bancroft, Director of Planning and Development Services

**MEETING DATE:** October 25, 2021

**RE: APPLICATIONS FOR OFFICIAL PLAN AND  
ZONING BY-LAW AMENDMENTS  
5026367 ONTARIO INC. (APPLICANT)  
STEWART FINDLATER (AGENT)**

#### **1. PURPOSE**

The purpose and effect of the subject applications is to re-designate a 14.2 hectare (35.08 ac) portion of the subject lands from the Agricultural designation to the Extractive Industrial designation and to rezone the same 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 licensing 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 October 25, 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)**

As a whole, the subject lands are a 35.4 hectare (87.5 ac) farm parcel situated on the west side of Nissouri Road (County Road 27) and on the north side of Thorndale Road (County Road 28). The lands contain a single detached dwelling and a cluster of farm buildings and are currently used for the cultivation of field crops. The property contains natural heritage features in the form of woodlands situated in the northwest corner of the

farm. The lands are currently designated Agricultural and Protection Area and zoned Agricultural and Environmental Protection.

The site proposed to be licensed has an area of approximately 14.2 hectares (35.08 ac) encompassing a portion of the property although the applicant is proposing to extract 12 hectares (30 ac) of the licensed area. Lands surrounding the site contain vacant lands owned by the applicant to the east, agricultural land and a woodlot to the north forming the balance of the farm, an industrial use and beyond that estate residential use to the west and industrial uses to the south separated by Thorndale Road (County Road 28).

### **3. SUBJECT PROPOSAL**

A Category 3, 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 above the established water table. With a total estimated aggregate volume of 1 million tonnes, the lifespan of the pit is expected to be roughly 3-5 years depending on market conditions considering the proposed annual tonnage limit of 300,000 tonnes. Water-well and borehole records indicate that sand and gravel material is present at depths of up to 20 metres (65.61 ft).

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

Extraction is proposed to occur in two (2) phases, starting on the east side and moving west. Temporary berms are proposed to mitigate noise and visual impacts of the proposed operation along Nissouri Road as well as Thorndale Road, as well as an extension of berm on the north side. These berms are designed to comply with the Ministry of the Environment, Conservation and Parks (MECP) guidelines and reflect the technical recommendations of the noise impact assessment conducted by the applicant's consultant.

The lands to be extracted are proposed to be progressively rehabilitated using soil resources on site to restore the area back to an agriculture after use. Site rehabilitation will include deep ripping of fields to eliminate compaction of soils (where required), spreading of available topsoil and overburden as well as grading to attain a slope to ensure drainage, removal of stones larger than 100 mm as well as seeding the graded area with a combination of grasses. It is proposed that all existing topsoil and overburden on the site will be stripped and stored separately in berms or stock piles. The topsoil and overburden will be replaced as quickly as possible during the progressive rehabilitation process. The acoustic berms will remain on the site for each phase until the rehabilitation process when they will be removed. After the berms are removed and side slopes are created, the areas will be stabilized with a suitable groundcover.



Aggregate extraction and processing as well as shipping is proposed to occur during daytime hours, weekdays - 7 am to 7 pm; 7 am to noon on Saturdays; no operations on Sundays or Statutory Holidays). Processing of material on this property is proposed to be undertaken in designated areas. Berms are to be a minimum of 2.5 metres (8.2 ft) in height above the existing grade. Fencing is proposed around the perimeter of the licensed area in accordance with MNRF standards.

The proposed site access would be on Thorndale Road (County Road 28), near the middle of the site. Thorndale Road is currently used as a haul route for existing aggregate operations in the area. Based on the maximum annual extraction limit of 300,000 tonnes, the pit could generate truck volumes averaging 45 trucks per day. Based on the sales forecast however, anticipated truck volumes are projected to be in the range of 10-12 trucks per day.

### **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 Canada Post: No comment.

3.1.3 Enbridge: No concern.

3.1.4 Chief Building Official: Confirmation of the location of the existing septic system.

3.1.5 Director of Public Works: No concerns.

3.1.6 Drainage Superintendent: No comment.

3.1.7 Director of Planning and Development Services:

Considering the proximity of existing residential uses to the subject lands, it would be appropriate that the studies submitted in support of this proposal be subject to a peer review. The Thames Centre Official Plan offers policy direction in this regard in that the Municipality may, at the applicant's expense, retain the services of its own professionally qualified and independent person or consultant to conduct a peer review of studies or reports submitted with an application to provide an independent opinion on such matters.

### **3.2 Public Comments**

In the circulation of the notice of public meeting to surrounding property owners, written submissions attached hereto have been received from the following parties:

- Jamie-Lyn Chant
  - Brenda Elgie
  - Sasha Girden
  - Lee Ann McKivor
  - Thorndale Residents Against the Elliott Gravel Pit
- (although this association references a petition, it cannot be validated as it does not contain original signatures with identifiable individuals. Staff reached out accordingly to the sender however the email message bounced back as it could not be received by the sender.)

Collectively, the following concerns have been raised by the foregoing parties:

- Inappropriate site given the proximity of Thorndale.
- Concerns include traffic, air quality, noise, dust, groundwater, environmental/agricultural impacts and decreasing property values.
- Effectiveness of agricultural rehabilitation questioned.
- Increase in property taxes due to heavy traffic and associated road maintenance costs.
- Lack of proper notice in the circulation of this proposal.

### **4. RECOMMENDATION**

THAT Report No. PDS-067-21 related to Application for Official Plan Amendment (O5-21) and Application for Zoning By-law Amendment (Z18-21) for lands described as Part of Lot 16, Concession 2 (geographic Township of West Nissouri), Municipality of Thames Centre and owned by 5026367 Ontario Inc. be received;

THAT the studies and reports submitted by the applicant in support of this proposal be subject to a peer review at the cost of the applicant;

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 once the peer review results are available.

File No. O5-21 & Z18-21  
Date – October 25, 2021  
Page 5

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

Reviewed by: Mike Henry, Chief Administrative Officer



# APPLICATIONS FOR OFFICIAL PLAN AMENDMENT (O5/21) & ZONING BY-LAW AMENDMENT (Z18/21)

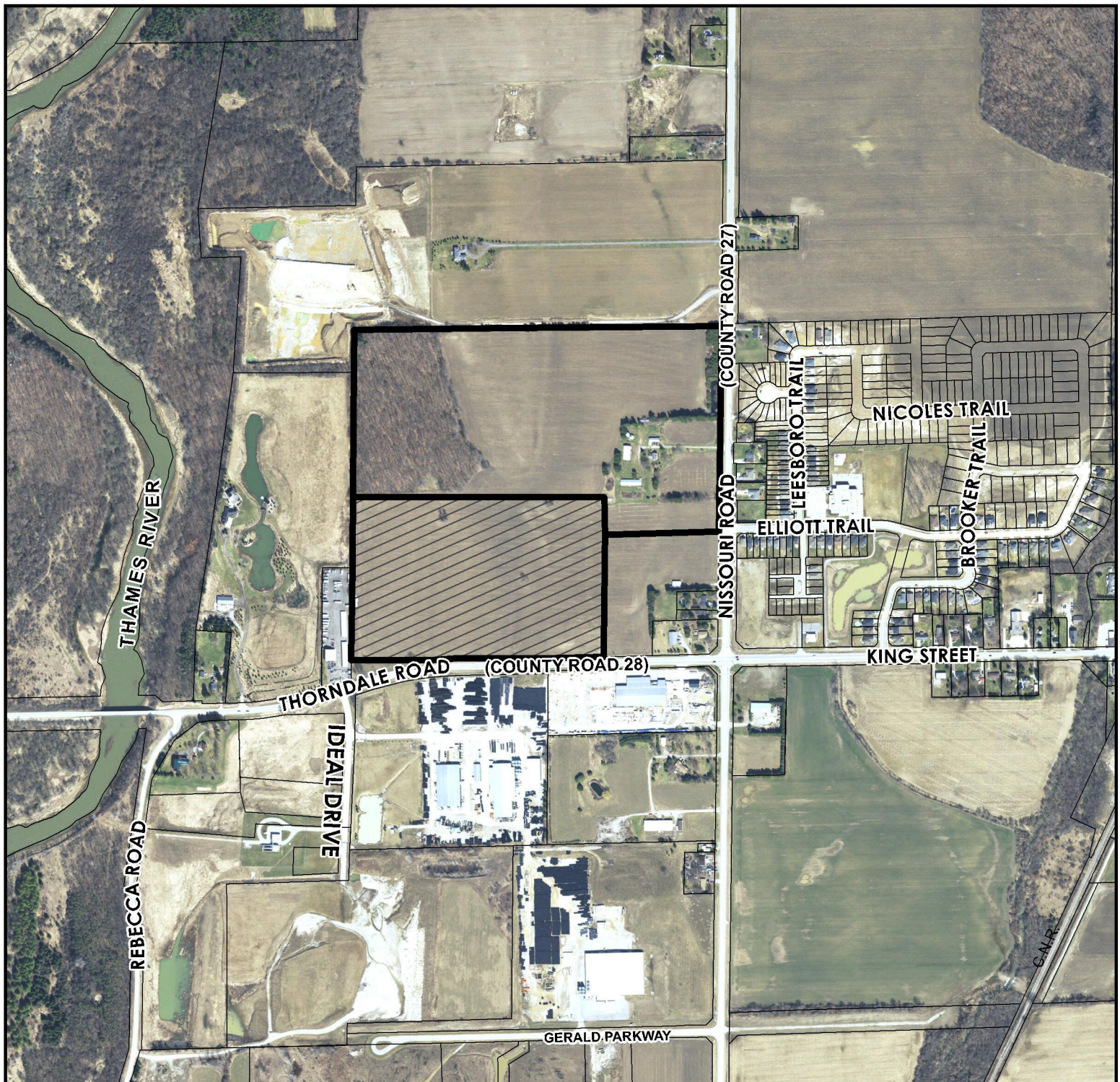
Applicant: 5026367 Ontario Inc.

Agent: Stewart Findlater

Location: 21875 Nissouri Road



**Municipality of THAMES CENTRE**



LANDS PROPOSED TO BE RE-DESIGNATED  
& RE-ZONED



SUBJECT LANDS

1:10,000

0 55 110 220 330 440 Metres

ORTHOPHOTOGRAPHY: SWOOP 2015



SEPTEMBER 2021

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.





## Committee of Whole

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**Meeting Date:** September 13, 2022  
**Submitted by:** Durk Vanderwerff, Director of Planning  
**SUBJECT:** Middlesex Centre Official Plan Amendment No. 56; Walker; File No. 39-MC-OPA56

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### **BACKGROUND:**

Robert Walker has applied to amend the Middlesex Centre Official Plan for a property located at 10432 Melrose Drive. Amendment No. 56 would re-designate the four-hectare (10 acre) property from an 'Agricultural' designation to an 'Agricultural Special Policy Area #41' designation to permit an existing single detached dwelling to remain as an additional residential unit.

The property contains two single detached dwellings, a storage barn, trailer storage and outdoor parking. Amendment No. 56 would recognize the second dwelling on the property as an additional residential unit. The property is surrounded by agricultural uses and contains natural heritage features on the east portion of the property. In addition to Amendment No. 56, locally the proposal has been subject to a zoning by-law amendment.

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 Middlesex Centre Council, is provided within the attached local planning reports. In addition, a location map and a copy of Amendment No. 56 are appended to this report.

### **ANALYSIS:**

The application was submitted to the Municipality on July 30, 2021 and was subject to a public meeting on October 27, 2021. Amendment No. 56 was adopted by Middlesex Centre Council at their July 20, 2022 meeting, and submitted to the County as the Approval Authority. The submission was accepted as complete by the County and a further agency / ministry circulation was not undertaken given the limited extent of the change.

The County has not received comment from the public concerning Amendment No. 56. During the local process, no comments were received related to the additional residential unit however comments were received concerning the impact of non-agricultural and non-residential uses occurring on the property which are subject to local by-law enforcement.

The Provincial Policy Statement provides direction to support healthy and vibrant communities by providing an appropriate range and mix of residential uses, including additional residential units to meet current and long-term needs of residents. The County Official Plan policies encourage a wide variety of housing types and styles to meet projected demographic and market requirements of current and future residents, including the provision of alternative forms of housing. The Middlesex Centre Official Plan provides more specific criteria to be considered when evaluating official plan amendments, and the Municipality is satisfied that those criteria have been met by Amendment No. 56. The attached local municipal planning report addresses the land use policy documents in further detail.

I have reviewed Amendment No. 56 against the PPS, the County Official Plan, and the Middlesex Centre Official Plan. I am satisfied that Amendment No. 56 is consistent with the PPS, conforms to the intent and purpose of the County's Official Plan and the Middlesex Centre Official Plan, and represents sound land use planning. I am therefore recommending approval of Official Plan Amendment No. 56, as adopted.

#### **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:

<b>Strategic Focus</b>	<b>Goals</b>	<b>Objectives</b>
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Support opportunities to create a stronger and sustainable agricultural sector

#### **RECOMMENDATION:**

That Amendment No. 56 to the Middlesex 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.



## MIDDLESEX CENTRE



### LOCATION MAP

Description:  
OFFICIAL PLAN AMENDMENT NO. 56

File Number:  
39-MC-OPA56

Prepared by: Planning Department  
The County of Middlesex, August 29, 2022.



### LEGEND

 SUBJECT LANDS




1:5,000  
0 130 260  
Meters

I, Clerk of the Municipality of Middlesex Centre

Hereby Certify that this is a true and exact

copy of the original document

This 26<sup>th</sup> day, of July, 2022

  
CLERK

**AMENDMENT NO. 56**

**TO**

**THE OFFICIAL PLAN**

**OF THE**

**Municipality of Middlesex Centre**

**Location:** The subject property is located on the north side of Melrose Drive and east of Coldstream Road. The subject property is legally described as Concession 4 S Pt Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre.

**Date:** July 20, 2022

**Approval Authority:** County of Middlesex

AMENDMENT NO. 56

To the Official Plan of the Municipality of Middlesex Centre

The attached, constituting Amendment No. 56 to the Official Plan of the Municipality of Middlesex Centre, as authorized by the provisions of Section 22 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of the Municipality of Middlesex Centre by By-law 2022-074 on the 20<sup>th</sup> day of July, 2022, in accordance with the Planning Act, R.S.O. 1990, c.P.13.

  
Aina DeViet, Mayor

  
James Hutson, Clerk

AMENDMENT NO. 56

To the Official Plan of the Municipality of Middlesex Centre

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment No. 56

PART C - THE APPENDICES - do not constitute part of this Amendment.

## AMENDMENT NO. 56

### To the Official Plan of the Municipality of Middlesex Centre

#### PART A - THE PREAMBLE

##### 1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment application is to re-designate the subject property from the Agricultural designation to an Agricultural Special Policy Area designation to permit an additional residential unit within an accessory building (existing single detached dwelling).

##### 2.0 LOCATION

The subject property is located on the north side of Melrose Drive and east of Coldstream Road. The subject property is legally described as Concession 4 S PT Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre.

##### 3.0 BASIS OF THE AMENDMENT

Section 16(3) of the Planning Act authorizes Official Plans to contain policies that permit additional residential units and provides the following:

“An official plan shall contain policies that authorize the use of additional residential units by authorizing,

- a) the use of two residential units in a detached house, semi-detached house, or rowhouse; and
- b) the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse.”

Additionally, Section 35.1 requires that council of each local municipality to pass by-laws under section 34 (Zoning by-laws) to give effect to the policies described in subsection 16(3).

The Provincial Policy Statement, 2020 and the County Official Plan require that prime agricultural land are to be preserved for agricultural and agricultural-related uses including a farm residence. The proposal is in keeping with the provincial and regional policy framework for development outside of settlement areas. The proposal is not expected to have any adverse impacts on agricultural activities in the area while allowing for a second unit in an accessory building in addition to the prime residential use on the property.

The Provincial Policy Statement, 2020 also includes policy regarding ‘Housing’ and the requirement ‘to provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of



the regional market area'. Furthermore, Section 1.1.1 of the Provincial Policy Statement speaks to 'Healthy, liveable and safe communities' and how they can be sustained. Section 1.1.1b) states that 'accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs'.

## PART B - THE AMENDMENT

### 4.0 DETAILS OF THE AMENDMENT

The document known as the Official Plan of the Municipality of Middlesex Centre is hereby amended:

- i. By amending Section 11.0 of the Official Plan by inserting the following new subsection:

“SPA 41”

The land identified as Special Policy Area #41, as shown on Schedule 'A' to this Official Plan, shall be subject to the following policy:

Notwithstanding any other section of the Official Plan, an additional residential unit within an accessory building (existing single detached dwelling) may be permitted in addition to the main residential dwelling.”

- ii. By amending Schedule 'A' of the Official Plan the designation on the land described as Concession 4 S PT Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre as shown and defined on Schedule 'A' to this amendment, from Agricultural to Special Policy Area #41.

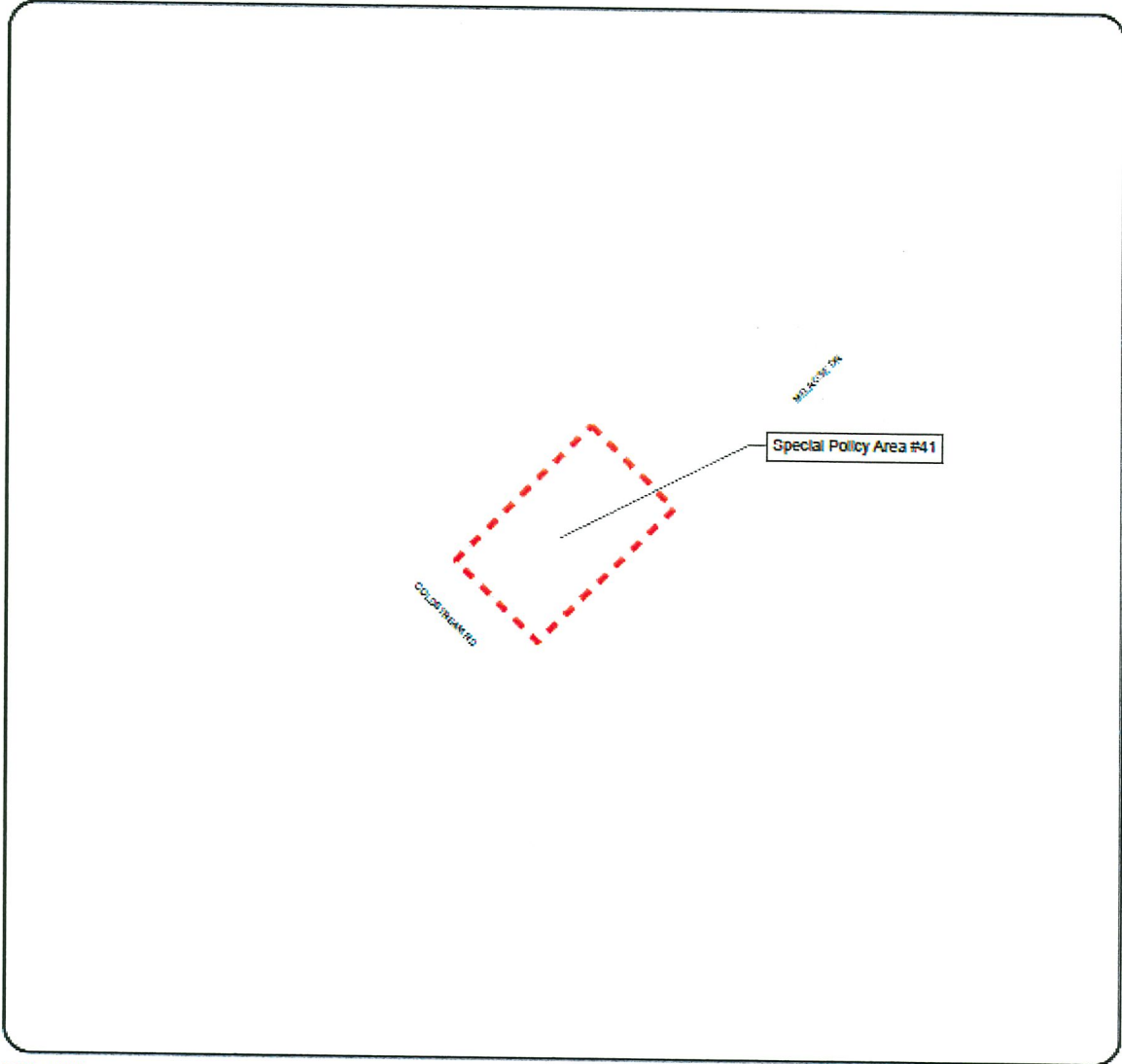
## PART C - THE APPENDICES




SCHEDULE A: TO OFFICIAL PLAN AMENDMENT #56

SCHEDULE A: LAND USE PLAN

MUNICIPALITY OF MIDDLESEX CENTRE OFFICIAL PLAN



LEGEND

 Special Policy Area

Official Plan Designation

Agriculture

NOTE: Schedules should be read in conjunction with applicable policies of the Plan and other Schedules

SCALE 1:7,500  
0 62.5 125 250 375 500 Meters





**Meeting Date:** July 20, 2022

**Submitted by:** Marion-Frances Cabral, Planner

**Report No:** PLA-50-2022

**Subject:** Applications for Official Plan Amendment (OPA 56) and Zoning By-law Amendment (ZBA-14-2021), filed by Logan Burnett on behalf of Robert Walker

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**Recommendation:**

THAT the Official Plan Amendment No. 56, as amended, filed by Logan Burnett on behalf of Robert Walker, to place a Special Policy Area on the land municipally known as 10432 Melrose Drive, former Township of Lobo, Municipality of Middlesex Centre, be ADOPTED, and forwarded to the County of Middlesex for consideration of approval;

AND THAT the Zoning By-law Amendment application ZBA-14-2021, as amended, filed by Logan Burnett on behalf of Robert Walker, to rezone the subject property from the 'Agricultural (A1)' zone to the site-specific 'Agricultural exception 37 (A1-37)' zone for the land municipally known as 10432 Melrose Drive, former Township of Lobo, Municipality of Middlesex Centre, be APPROVED.

**Purpose:**

The purpose of this report is to provide Council with a recommendation regarding Official Plan Amendment and Zoning By-law Amendment applications for a property located on the north side of Melrose Drive and east of Coldstream Road.

The subject property has an approximate area of 4.04 hectares (10 ac) and is legally described as Concession 4 S Part Lot 9, Municipality of Middlesex Centre.

**Background:**

The purpose and effect of the Official Plan Amendment application is to re-designate the subject lands from the Agricultural designation to an Agricultural Special Policy Area designation to allow a second detached dwelling, a home occupation in an accessory building and outdoor storage associated with the home occupation.

The purpose and effect of the Zoning By-law Amendment application is to rezone the subject lands from the Agricultural (A1) zone to a site-specific Agricultural (A1-37) zone to permit a two single detached dwelling units on the subject lands, a home occupation in a detached, accessory structure that exceeds the lesser of 25% of the total floor area of the dwelling unit or 40 m<sup>2</sup> (430 ft<sup>2</sup>). Additionally, the zoning by-law amendment would permit outdoor storage associated with the home occupation.

The subject lands contain two single detached dwellings that have separate private servicing and are not located within proximity of each other. A storage barn (shed) and yard for the business 'Walker Construction' is located on the western side of the subject lands and is contains its on septic system. An auxiliary trailer storage and outdoor parking is located on the northern side of the subject lands. The subject lands are not actively farmed and contain grassed areas and a pond within proximity to the single detached dwellings and the storage barn. Regulated area and Significant Woodland is located on the eastern portion of the site. A site plan sketch of the subject lands is provided in Attachment 2.

The Owner is not proposing to construct any new buildings as a result of the applications.

As part of the application the agent identified that Walker Construction, owned by the Owner of the subject lands, has operated on the subject lands since 1998. The business provides 'excavation, paving, septic installation, haulage and demolition services' for the construction industry. Further 'Walker Construction's use of the Property is limited to the storing of materials, equipment, vehicles as well as the use of a large accessory shed at the rear of the Property for maintenance of equipment'. The agent further advised that 1-3 employees are on the subject lands on a daily basis during a workweek. An office associated with the business is located within 1 of the 2 single detached dwellings where the Owner resides.

The Owner has indicated that their residence (single detached dwelling) was constructed in 1951 and storage barn was construction in 1955. The residence was previously used as a duplex but has since been converted back to a single family home. The second single detached dwelling was constructed in 1988 and is leased. The Agent and Owner have not indicated if the second single detached dwelling is a legal non-complying building and use per sections 4.20 and 4.21 of the Zoning By-law. Additional details about the business and use of the single detached dwellings can be found in Attachment 3.

In January 2021, the Municipality provided a letter to the Owner outlining 7 issues related to compliance to the Zoning By-law, Building By-law and Site Alteration By-law. By way of the requested Official Plan and Zoning By-law amendments seek to rectify the following 5 issues: 1) Dwelling in accessory building and duplex; 2) and 3) compliance with Township of Lobo Zoning By-law 95-100 related to Home Occupations; 4) compliance with Municipality of Middlesex Centre 2005-005 related to Open Storage; and 5) compliance with Municipality of Middlesex Centre 2005-005 related to sea containers and truck boxes. The letter provided options to rectify the issues including complete removal of the buildings and/or uses, or by seeking approval from the Municipality by way of a zoning by-law amendment.

A follow-up letter was provided to the Owner in June 2021 which identified that same issues and a compliance date of August 3, 2021. The Owner and Agent provided a letter to the Municipality detailing the steps taken to address the Issues including the removal of the duplex dwelling, sea containers and truck boxes. All other planning related issues are to be addressed through the Official Plan and Zoning By-law amendments.

A public meeting was held in October 2021. Staff presented the applications to Council and received feedback from Council and the public. Comments reflected both opposition and support of the existing uses on the site. Although, some concerns requested further information such as the operation of the business, how nuisances (noise, odours, hours of operation, fires) are managed, screening of outdoor storage, and impacts to the natural environment.

On June 9, 2022 the agent provided a letter to the Municipality addressing many of the concerns presented at the public meeting. The letter is appended to this report as Attachment 4. The agent further clarified the use of the land by Walker Construction as a home base for storage of materials, equipment and vehicles, and an office within the main dwelling on the property.

The applicant further suggests the uses are legal non-conforming uses as the uses existed at the time of passing of the current Comprehensive Zoning By-law and have continued, without interruption, since the time the by-law was passed.

Further, the agent confirms that a registered site plan would be necessary for the land as a result of approval of the amendments permitting the construction business.

### **Policy Regulation:**

#### **Provincial Policy Statement, 2020:**

Section 3 of the Planning Act requires all decisions made under the Act “to be consistent with” the Provincial Policy Statement, 2020 (PPS). The following PPS policies are relevant to the proposed development and need to be considered when evaluating the subject applications.

Section 1.1.1 of the PPS speaks to ‘Healthy, liveable and safe communities’ and how they can be sustained. Section 1.1.1b) states that ‘accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional, recreation, park and open space, and other uses to meet long-term needs’.

Section 1.4 of the PPS speaks to ‘Housing’ and the requirement ‘to provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area’.



Section 1.7 of the PPS provides direction to support the long-term economic prosperity of communities including promoting opportunities for economic development and community investment-readiness and encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce.

Section 2.3 of the PPS speaks to prime agricultural areas and the long-term protection of these areas for agricultural use. Permitted uses within prime agricultural areas include: agricultural uses, agricultural-related uses, and on-farm diversified uses. Policy 2.3.6 of the PPS addresses non-agricultural uses in prime agricultural areas. The PPS directs that limited non-residential uses may be permitted within a prime agricultural area subject to evaluation criteria.

### **Middlesex County's Official Plan**

The County of Middlesex Official Plan designates the subject property as Agricultural Area. The County Plan recognizes agriculture as the predominant land use and an economic mainstay within the County. The Agricultural Areas policies are intended to protect agricultural lands from the intrusion of land uses that are not compatible with agricultural operations. Incompatible uses are frequently identified as non-farm related residential dwellings on small lots.

Section 2.3.7 of the County of Middlesex Official Plan speaks to housing policies and states that, 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.

Section 3.3 provide land use policy direction for Agricultural Areas including permitted uses. The Official Plan recognizes that the Agricultural Area shall be preserved and strengthened to sustain the industry by limiting farm division, encouraging consolidations and directing non-agricultural uses away from the Agricultural Area. Permitted uses including up to two farm residences provided the second farm residence is a temporary residential unit, home occupation and farm related commercial and industrial uses in accordance with section 3.3.5 of the County Official Plan.

Section 3.3.5 acknowledges the importance of farm related commercial and industrial uses in Agricultural Areas. Examples include feed mills, grain drying, abattoirs, and kennels. Farm related commercial and industrial uses should be considered in the Agricultural Area if the operation cannot reasonably be located in a Settlement Area and must be in proximity to farming activities, the use complies with the Minimum Distance Separation Formula, the use does not require or generate large volumes of water, and the operation is located to minimize potential adverse impacts on adjacent residential or other sensitive land uses. Operations are subject to the site plan policies and zoning by-law of the local municipality, and must provide minimum sight distances along County or local roads.

Section 3.3.6 provides direction for home industries in Agricultural Areas. Home industries comprise a gainful occupation conducted in whole or in part in an accessory buildings (e.g. shed, farm building) by a member of the family and up to three non-family members. In order to ensure that the scale of the home industry is clearly accessory to the residential or farm use, on lots less than 1.0 ha in size, the gross floor area of the home industry shall not exceed the gross floor area of the residential unit. Home industries shall have no negative impact on the Natural System. Outside storage associated with a home industry shall be limited in scale and be screened from view from surrounding roads.

The County Official Plan does not provide direction on home occupations, however, they are recognized as a use within the Agricultural Area. A home occupation is defined as a commercial or industrial use which is carried out on the same lot as a residential or farm use but which is not the main use of (the) property. The home occupation shall be located, in the case of a farm, in buildings other than the house.

### **Middlesex Centre's Official Plan**

As mentioned the subject property is designated 'Agricultural' by Middlesex Centre's Official Plan and contains Significant Woodland on the northwestern portion of the lands. Agricultural and agriculture-related uses, and secondary uses including home occupations are permitted in Agricultural areas. This includes all forms of farming, including a principal farm dwelling, related buildings and structures, practices and uses of land.

Notwithstanding the permitted uses in section 2.3 of the Official Plan, non-farm residences which existed prior to the establishment of Middlesex Centre on January 1, 1998 may be used, altered, reconstructed, repaired and renovated provided that the reconstruction, repair or renovation, as the case may be, is undertaken in full compliance with all applicable law.

Non-agricultural urban uses within agricultural areas are prohibited, unless permitted in the Official Plan, in order to protect agricultural areas from interference or encroachment from conflicting land uses or uses which could reduce or negatively impact the future flexibility or efficiency of agricultural operations.

Section 2.4 provides policies for agriculturally related commercial and industrial development. These uses are directly related to agriculture, and required in close proximity to farming operations. These uses are generally encouraged to locate within settlement areas except they are essential to the functioning of agriculture or would cause conflicts in settlement area. These types of uses may include feed mills, livestock assembly yards and slaughter houses.

This section also allows for some agriculture related tourism or recreational uses to be permitted if it is determined that no negative impacts on nearby agricultural operations will result, and a determination that the use will not contribute to land use conflicts.

When considering the establishment of new agriculturally related commercial, industrial or tourism uses, or the expansion of existing uses of this type, Council will consider the following criteria:

- a) The loss of productive farm land in the accommodating of such uses, shall be discouraged. Uses will be encouraged to locate on lands of lower soil capability or lands proven to be unsuitable for farming due to lot size, shape or topography.
- b) The amount of land devoted to the use shall include only the minimum necessary to support the use and its servicing needs.
- c) The use must not require municipal sewer or water services. The method of servicing shall require approval by the appropriate regulatory bodies. Any industrial use shall be “dry” in nature.
- d) Access shall be available from a public road of reasonable construction and year round maintenance. Development is encouraged on a hard-surface, dust-free road.

Access to Provincial Highways for agriculturally related commercial and industrial development uses will be subject to the review and approval of the Ministry of Transportation (MTO). An entrance permit from the MTO will be required for the change in use of the access. The entrance permit will identify the primary land use (i.e. farmstead) with a specific secondary land use for the agriculturally related commercial or industrial use.

In addition, the MTO would not support a future severance where a property owner wishes to separate the agriculturally related commercial and industrial use from the property where a new entrance from the highway for the new lot of record would be required.

- e) A site plan agreement shall be entered into with the Municipality. Such an agreement will require particulars relating to, at a minimum, access, traffic, drainage, and grading.
- f) Where a severance of land is necessary to accommodate such a use, the severance policies in Section 10.3 of this Plan will apply.
- g) Compliance with minimum distance separation shall be required where a proposed agriculturally related commercial or industrial use is in proximity to livestock and/or poultry operations. The Municipality may exercise discretion, through the consideration of Minor Variance applications, based on the proposed type of commercial or industrial use, and the extent of its sensitivity to agricultural activities. Input from the appropriate agencies with respect to Minor Variance request will be sought by the Municipality. This Plan recognizes that such agriculturally related commercial or industrial uses may also have negative impacts on adjacent agricultural operations. Minimum distance separation shall also be used to address impact of such uses on sensitive agricultural uses.

- h) Adequate separation distances and buffering shall be required where such uses are proposed adjacent to existing residential or other sensitive uses. Adequate visual buffering or landscaping will be required where such uses may generally impact the agricultural or rural character of the Municipality.

Section 9.2.2 provides direction to the permission of Home Occupations within or outside of settlement areas to support the changing lifestyles of residents and promote economic development.

Additionally the following policies also apply:

- a) For home occupations outside of settlement areas, the scale of the home occupation must be clearly accessory to the residential or farm use.
- b) For home occupations in settlement areas, no customer parking should be required. Only small scale signage so as to not impact the residential character of the lot and neighbourhood in question, shall be permitted
- c) Home occupations within settlement areas will be clearly subordinate to the primary residential use, and will not require alterations which interfere with the residential character of the structure. Such uses will not be permitted if they generated uncharacteristic traffic of a residential neighbourhood, or require outdoor storage of goods or materials, or will otherwise disrupt the peaceful and quiet enjoyment of other residential properties in the neighbourhood.
- d) Outside storage associated with home occupations will not be permitted.
- e) Home occupations shall not negatively impact natural areas as identified in this Plan.
- f) Home occupations may be regulated by the Municipality through the Municipal Zoning By-law or other by-law in licencing procedure.
- g) Home occupations may be regulated by the Municipality through the Municipal Zoning By-law or other by-law or licensing procedure.

In Section 10.1 of the Official Plan it is noted that the Plan may be amended upon consideration of all relevant issues relating to the public interest. It is further noted that the Municipality shall give consideration to the following criteria:

- a) Does the proposed amendment relate and conform to the vision for the Municipality of Middlesex Centre?
- b) Is there a demonstrated need or justification for the proposed change?
- c) Is the amendment in keeping with the Provincial and County policy?

- d) What are the effects of the proposed change on the demand for Municipal services, infrastructure, and facilities?
- e) Can the land affected by the application be adequately serviced to accommodate the proposed development? Are improvements necessary to adequately service the lands in question?
- f) What impacts will the proposed development have on surrounding land uses, traffic systems, infrastructure and servicing, settlement or Municipal character, features or structures of cultural heritage importance, and natural environment features? Can negative impacts be mitigated or eliminated?

### **Middlesex Centre's Zoning By-law**

The subject property is zoned 'Agricultural (A1)' in Middlesex Centre's Zoning By-law. The current zoning permits agricultural and agricultural-related uses, a single detached dwelling, a converted dwelling and home occupation.

A maximum of one single detached dwelling or one converted dwelling or one bed and breakfast establishment is permitted on each lot. Secondary or additional residential units are not currently permitted in the zoning by-law.

Section 4.10 of the zoning by-law provides additional direction for home occupations in any zone unless otherwise indicated.

- (a) A home occupation shall be secondary to a dwelling unit occupied by the owner or tenant thereof as the principal residence and location within a zone in which a home occupation is specifically listed as a permitted use;
- (b) a home occupation shall not employ more than one person who does not reside in the dwelling unit, being the site of the home occupation;
- (c) the total floor area of the dwelling unit, including basement area, used for the home occupation shall not exceed twenty-five percent (25%) of the total floor area of the dwelling unit or 40.0 m<sup>2</sup> (430 ft<sup>2</sup>), whichever is the lesser;
- (d) a home occupation shall not be permitted within an accessory building or structure in any Residential Zone or any Agricultural Zone where a single detached dwelling is the main use;
- (e) open storage shall not be permitted;
- (f) the external character of the dwelling as a residence shall not change or create a nuisance, particularly in regard to noise, odour, dust and refuse;
- (g) no parking in addition to the required parking for the dwelling unit shall be created; and,



- (h) there shall be no externally visible indications that a home occupation is being conducted within a dwelling unit, except that a sign no larger than 0.4 m<sup>2</sup> (4.3 ft<sup>2</sup>) shall be permitted.

The letters from the Municipality cite non-compliance with the former Township of Lobo Zoning By-law No 95-100.

Section 3.10 in the former Township of Lobo Zoning By-law states that no home occupation shall be permitted within any zone except in accordance with the following provisions:

- (a) A home occupation shall be secondary to a single dwelling occupied by the owner or tenant thereof as his principal residence and located within a zone in which a home occupation is specifically listed as a permitted use.
- (b) At no time shall any home occupation employ more than one person who does not reside in the dwelling to which such home occupation is secondary.
- (c) Not more than 25 per cent of the total dwelling unit area of any dwelling unit shall be used primarily for a home occupation and any area so used shall be over and above the minimum dwelling unit area required hereby for such dwelling unit
- (d) A home occupation may occur within an accessory structure in an Agricultural Zone, except where a dwelling is the main use of the lot, and within a Commercial/Industrial Zone, but not in any Residential Zone.
- (e) The home occupation shall be clearly incidental and secondary to the main residential use to which it is associated and shall not change the residential character of the dwelling.
- (f) There shall be no externally visible indications that a home occupation is being carried on within a dwelling unit, except that one sign no larger than 0.4 square metre (4.3 sq. ft) may be displayed, bearing the name and the occupation of the resident.
- (g) No home occupation shall create or become a public nuisance, particularly with regard to noise, traffic, emissions, parking or radio or television interference, nor shall any open storage be permitted in conjunction with a home occupation except in accordance with the provisions of Subsection 3.15 hereof.
- (h) None of the following uses shall be considered a home occupation unless such use is specifically permitted herein:
  - (i) an automotive use;
  - (ii) a hospital;

- (iii) a veterinarian's clinic;
- (iv) a restaurant;
- (v) a refreshment room;
- (vi) a transport terminal;
- (vii) a salvage yard;
- (viii) a convenience store;
- (ix) a funeral home.

**Consultation:**

Notice of Complete Application and Public Meeting were circulated to agencies, as well as property owners in accordance with the *Planning Act* and Ontario Regulation 545/06 and 543/06.

Prior to the public meeting in October 2021, an area resident expressed concerns with the existing business located on the lands. The primary concerns were related to the excess of noise and dust coming from the site throughout the week. Further, the resident had serious concerns with regard to the operations of the business especially if fuel or other contaminants were stored on site without any environmental controls. The resident identified that there are a number of residences on private services within the immediate area that can be affected by environmental contamination that could come from the business or vehicles that come off/on the site. The resident noted that there is no certainty of what is on the site, how it is stored or controlled, and what the operation is, which makes it difficult to know how to protect their property and drinking water supply.

**Agency Comments:**

The Municipality's Chief Building Official did not provide comments at the time of writing this report.

The Public Works and Engineering Department reviewed the applications and do not have any concerns.

Upper Thames River Conservation Authority did not provide comments at the time of writing this report.

## **Analysis:**

Planning staff have reviewed the requested Official Plan Amendment and Zoning By-law Amendment applications and identify two separate issues on the property and will evaluate the issues separately. First, the applications request to permit two single detached dwellings on the property, and, second, the applications request to permit a home occupation or contractor's yard on the property.

The current Middlesex Centre Official Plan does not contain policies that permit two single detached dwellings, secondary suites or additional residential units in primary or accessory buildings. However, the Planning Act and PPS authorizes municipalities to establish policies that permit additional residential units where appropriate to meet the housing needs of the community. Currently, the zoning by-law permits 1 single detached dwelling or 1 converted dwelling (with two units). As such, an amendment to the Official Plan requires the following criteria to be examined:

**a) Does the proposed amendment relate, and conform to the vision for the Municipality of Middlesex Centre?**

The proposed amendment supports the Municipality's vision of providing a variety of housing types for current and future residents through additional residential units, as well as using resources wisely in terms of utilizing private services. Furthermore, Additional Residential Units are recognized within the Municipality's Official Plan Review as they are permitted by the Planning Act and the Provincial Policy Statement.

**b) Is there a demonstrated need or justification for the proposed change?**

The subject land contains the existing residential dwellings and the home occupation/contractor's yard.

Given the zoning of the property, a single detached dwelling or converted dwelling is permitted, however, an additional residential unit in an accessory building is not permitted by either the Official Plan or Zoning By-law.

The proposal is justified by providing another form of housing to the applicants. The intent of the second single detached dwelling is to rent out to provide supplementary income to the homeowner, provide other forms of housing, as well as assisting family members when it comes to housing requirements for aging relatives. In this case, the second single detached dwelling can be appropriate when it is considered as an additional residential unit.

**c) Is the amendment in keeping with the Provincial and County policy?**

The proposal conforms to the PPS and both the County and Local Official Plans as the proposal is contributing to a variety of housing types, accommodated by private services, which is a supported form of servicing under the PPS when full municipal services are not available. If considering the second single detached

dwelling unit as an additional residential unit, then it is supported by the Planning Act and the Provincial Policy Statement where additional residential units are permitted by municipalities across Ontario.

The proposed policies within the Middlesex Centre Official Plan Review encourage clustering and the sharing of services between the main dwelling and additional residential units. This continues to be the preference, however, it is recognized that the existing dwellings are significantly separated from each other and require individual services. Staff will continue to apply provincial and county agricultural policies to reduce the ability to sever a residential lot within an agricultural area.

**d) What are the effects of the proposed change on the demand for Municipal services, infrastructure, and facilities?**

The subject property is proposed to be serviced by private services and there is no intended increase on the demand of Municipal services.

**e) Can the land affected by the application be adequately serviced to accommodate the proposed development? Are improvements necessary to adequately service the lands in question?**

There are no improvements necessary to adequately service the subject property. The applicant will be required to service the dwellings within separate private services.

**f) What impacts will the proposed development have on surrounding land uses, traffic systems, infrastructure and servicing, settlement or Municipal character, features or structures of cultural heritage importance, and natural environment features? Can negative impacts be mitigated or eliminated?**

The dwellings will have minimal impact to the surrounding agricultural operations and lands, and traffic system as they currently exist on the lands. No additional infrastructure, road access, driveways, or services are anticipated since the use has been existing for decades.

During preconsultation staff noted that there is a presence of natural heritage features including a Significant Woodland and regulated area along the western portion of the property. The dwellings are located outside of these areas and will continue to avoid negative impacts to the natural heritage system.

Staff are generally satisfied that the 2 single detached dwellings may be considered for the lands. However, staff recognize that this may be accepted where one dwelling is considered ancillary and subordinate to the main dwelling in accordance with the additional residential unit standards established by the province and within the proposed Official Plans for the County and Middlesex Centre. There are no such permissions to have two single detached dwelling units on a property unless it provides housing for seasonal farm workers or other agriculturally-related dwellings. As such, staff recommend that the special policy area recognize an additional residential unit (or second unit) within

an existing single detached dwelling in addition to the main residential dwelling on the property.

If considering the second dwelling as an additional residential unit, staff apply Section 4.1 of the Zoning By-law for units that are located within accessory structures. Section 4.1 regulates the lot coverage and height for structures accessory to a dwelling in an Agricultural (A1) zone.

The second dwelling that contains the additional residential unit is 2 storeys in height consistent with a single detached dwelling whereas the maximum height permitted is 6.5 m (21.3 ft). Staff find it appropriate to recognize the height of the existing second dwelling typical for a 2-storey home. As such, staff recommend that the zoning by-law reflect a maximum height of 9 m (29.5 ft) for the existing second dwelling. The maximum height is not intended to have negative impacts on the surrounding area and continues to meet the intent of the zoning by-law and official plan.

The maximum gross floor area is the lesser of 165 m<sup>2</sup> (1, 776 ft<sup>2</sup>) or 3% the lot coverage. The floor area provided by the applicant shows that the second dwelling is approximately 145 m<sup>2</sup> (1, 561 ft<sup>2</sup>) and complies with the zoning by-law.

Staff note that a shed, as identified on the application form, associated with the existing home occupation exceeds the maximum permitted gross floor area with a size of 450 m<sup>2</sup> (4, 844 ft<sup>2</sup>). Staff reviewed all available information and note that the building has been classified as an uninsulated barn and may be permitted as an agricultural building. However, it may not be permitted if accessory to a residential use.

Any future accessory buildings ancillary to the residential dwellings will need to comply with Section 4.1 of the Zoning By-law.

When reviewing the home occupation operating outside of the dwelling unit and its associated open storage, staff consulted with the applicant to provide additional information with regard to the nature of the business and operations. Based on the description of the business provided by the applicant, County Planning staff advised the applicant that the operation on site represented an industrial use (e.g. contractor's yard or shop). Such uses are not supported in agricultural areas and have been consistently directed to nearby settlement areas where lands for industrial and commercial uses exist. The Zoning By-law defines a Contractor's Yard or Shop as the "use of land, buildings, or structures, or portion thereof, for the purpose of storing equipment, vehicles, or material, or for performing shop work or assembly work by any building trade or other construction contractor". The use also presents land use conflict with the surrounding agricultural and rural residential uses within the immediate area.

When applying home occupation provisions of the zoning by-law, staff are of the opinion that the use: cannot be considered secondary to the dwelling unit; the total floor area significantly exceeds the maximum size permitted and the size of the main dwelling; requires open storage where it is not permitted; changes the external character of the dwelling and creates a nuisance (noise, odour, dust, refuse); creates additional parking



on-site in addition to the parking for the dwelling unit; and the operation is a visible indication that a home occupation is conducted on the property. Further, there appears to be evidence that several employees and users access the site and that the home occupation is not limited in scale. The zoning by-law does not allow more than 1 (external) person to be employed at the home occupation.

County Planning staff also reviewed OMAFRA's Guidelines on Permitted Uses (Publication 851) which provides directions to municipalities, decision-makers, farmers and other interpret and apply the Provincial Policy Statement and the uses that are permitted within prime agricultural areas in Ontario. Upon evaluation, staff cannot consider the operations on site as an agricultural use or agriculture-related use. OMAFRA states that "General-purpose commercial and industrial uses that serve a broad customer base (e.g., building supply centres, window manufacturers, fencing companies, paint stores, pre-cast concrete businesses and contractors' yards) are not agriculture-related uses even if they have farm operators as customers." OMAFRA also classifies a group of non-agricultural activities as 'on-farm diversified uses' when they are located on a farm, are secondary to the principal agricultural use of the property, limited in area (2% of the land or less), and is compatible with and shall not hinder agricultural operations. As there is no primary agricultural activity on the site, the business cannot be considered an on-farm diversified use. Further, the operations consume more than 2% of the total land and may not be considered compatible with agricultural operations within the area. As such, staff do not consider the use of the land appropriate within agricultural areas throughout the Municipality.

Finally, staff considered the applicant's assertion that the use is considered a legal non-conforming use. Staff evaluated the requested zoning by-law amendment application against all current and applicable policies, and determined that the requested use is not consistent or in conformity as noted above. The applicant may wish to provide their supporting material to the Municipality's Building and By-law Services to address the initial letters from the Municipality citing non-compliance with Municipal By-laws.

Based on the above, staff recommend approval of the Official Plan and Zoning By-law Amendments to permit a second dwelling where it is considered an accessory residential unit or secondary unit, and subject to the appropriate policies within the Official Plan and Zoning By-law. However, staff cannot recommend approval of the home occupation in an accessory building and outdoor storage associated with the home occupation. Further, staff cannot recommend approval of a contractor's yard or shop, or other construction-related or industrial uses on an agricultural property. Staff continue to direct these types of uses to settlement areas where existing road networks and infrastructure can support the operations and reduce land use conflicts.

Staff are of the opinion that recommended zoning by-law amendment and official plan amendment are consistent with the Provincial Policy Statement, 2020, the County of Middlesex Official Plan, Middlesex Centre's Official Plan, and Middlesex Centre's Zoning By-law.

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

**Financial Implications:**

None.

**Strategic Plan:**

This matter aligns with following strategic priorities:

- Vibrant Local Economy

**Attachments:**

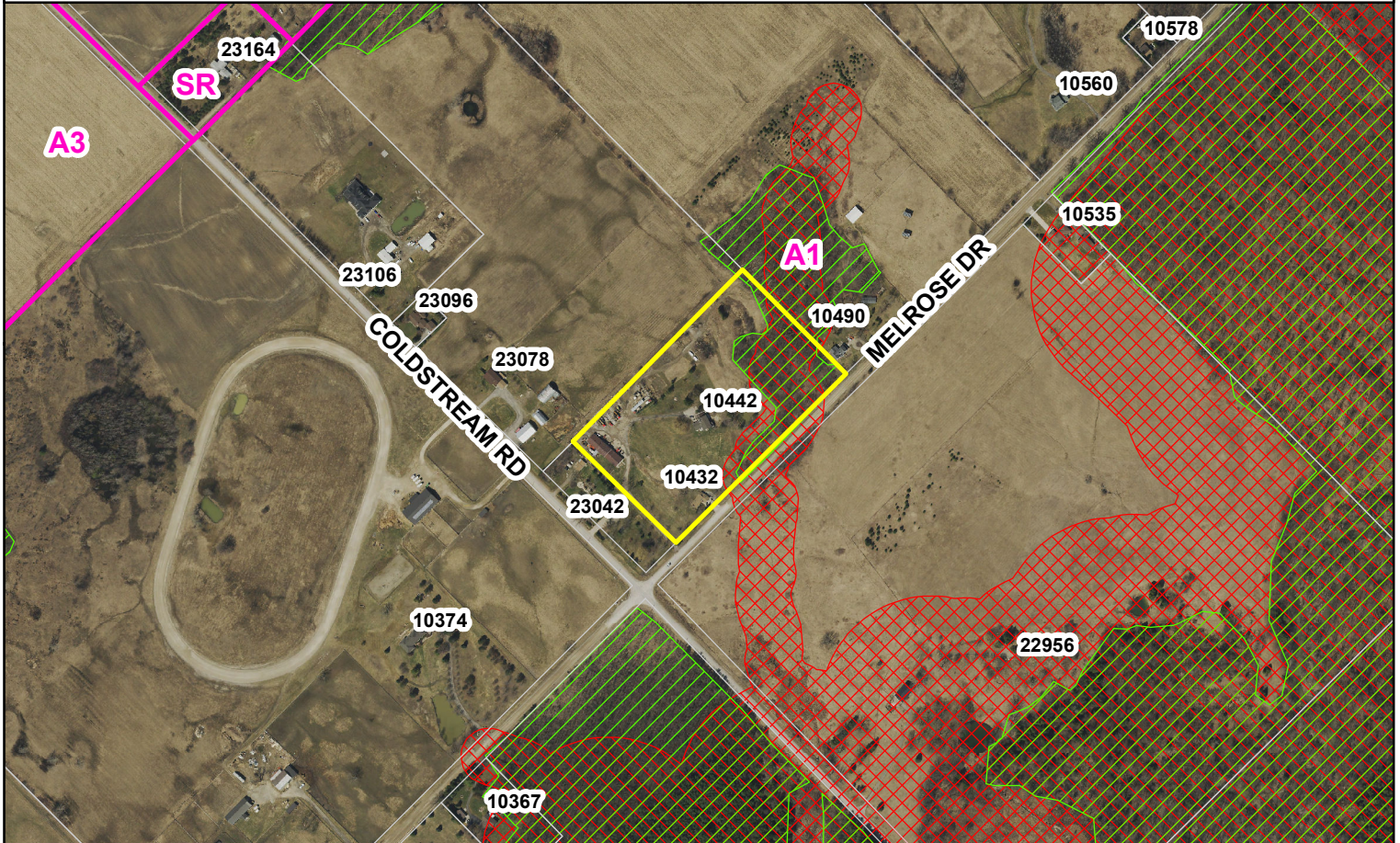
Attachment 1 – Location Map

Attachment 2 – Site Plan sketches






Attachment 3 – Covering Letter Provided by Agent

Attachment 4 – Letter Provided by Agent, June 9, 2022

Attachment 5 – OPA 56



## Legend

-  Lands to be redesignated to a Special Policy Area and rezoned from 'Agricultural (A1)' zone to 'Agricultural (A1-37)' zone to permit a secondary dwelling unit in an existing single detached dwelling, and to permit a home occupation in a detached building that exceeds 25% lot coverage
-  Zone Boundary
-  Parcels
-  CA Regulated Area
-  Significant Woodlands (MNHS 2014)



Site Plan 2

Property Line

North Lot Line  
255m

Auxiliary  
Trailer  
Storage

Birm

Storage Barn

Raised Barn

Storage Barn

450m<sup>2</sup>

X 279m

Gross Area

Naturalized Area

Gross Area

Septic Bed

X 276m

House 2

185m<sup>2</sup>

Septic Bed

Septic Bed

Hydro Pole

Well

House 1

145m<sup>2</sup>

X 269m

Pond

Walking Path

Property Line

East Lot Line  
165m

MELROSE Drive

Legend

- Property Lines
- Gravel Borders
- Road Boundaries
- Maintained Grass Boundaries
- Naturalized Areas
- Pond
- Building Walls
- X 223m Elevation (Approximate)



Site Plan

1

NOTES

10432 Melrose  
- Drive -  
RR#3 Komoka  
- ON -

DATE: June 2022  
DRAWN BY: N. Walker  
APPROVED BY:  
PROJECT NO.:  
PROJECT NAME:  
SCALE:  
SHEET: 1









**Logan Burnett**  
Direct Line: 519-661-6795  
lburnett@harrisonpensa.com

Assistant: Nancy Tran  
Direct Line: 519-850-5589  
ntran@harrisonpensa.com

July 30, 2021

**SENT VIA EMAIL:** [macabral@middlesex.ca](mailto:macabral@middlesex.ca)

Planning and Development Services Department  
Municipality of Middlesex Centre  
10227 Ilderton Road, RR#2  
Ilderton, Ontario N0M 2A0

Attention: Marion Cabral

Dear Ms. Cabral,

**RE: 10432 Melrose Drive, R.R. #3, Middlesex Centre, Ontario (the "Property")**  
**Our File No.: 185855**

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As you know, my firm acts as counsel to the owner of the Property, Robert Alan Walker ("**Bob**") and his family. This letter is further to our ongoing email correspondence and discussions. More particularly, in accordance with the recommendations you offered during our call of Thursday July, 15, 2021, I write with the aim of accomplishing the following objectives:

- 1) providing a brief general history and background of the Property as well as describing the current use of the Property – including the use by R.A. Walker Construction Ltd. ("**Walker Construction**");
- 2) outlining the current state of affairs regarding the zoning issues (the "**Zoning Issues**") addressed in two letters Bob received from Mark Russell on January 21, 2021 and June 8, 2021 (the "**January Letter**" and the "**June Letter**" respectively) and documenting Bob's efforts to rectify same – the January Letter and June Letters are attached for your reference at **Schedule "A"**;
- 3) submitting for your review an Official Plan Amendment Application for the Property ("**Official Plan Application**") and a Zoning By-Law Amendment Application for the Property (the "**Zoning Application**");
- 4) offering context and additional commentary to assist you with your evaluation of the Official Plan Application and Zoning Application; and,
- 5) recommunicating my client's willingness to work with you and your office to find solutions to the Zoning Issues.

HARRISON PENSA LLP  
Lawyers

450 Talbot Street, P.O. Box 3237, London, Ontario N6A 4K3 Tel: 519 679 9660 Fax: 519 667 3362 [www.harrisonpensa.com](http://www.harrisonpensa.com)



## 1.0 BRIEF HISTORY AND CURRENT USES

1.1 Ownership – Bob and family have owned the Property since 1998. More specifically, Bob's former spouse took title to the Property on June 30, 1998. Title remained in Shelia Walker's name until April 24, 2018 when ownership was subsequently transferred to Bob. For clarity, the legal description of the Property is PT LT 9, CON 4, AS IN 578466 ; S/T LQ13600 MIDDLESEX CENTRE TWP/LOBO TWP. In addition to the municipal address of 10432 Melrose Drive, the address of 10442 Melrose Drive is also assigned to the Property.

1.2 Walker Construction – Since taking title in 1998, Bob has operated Walker Construction from the Property. Walker Construction serves its customers in the construction industry by providing excavation, paving, septic installation, haulage and demolition services. These services are not provided at the Property, instead they are provided at customer job sites in the London and surrounding area. Walker Construction's use of the Property is limited to the storing of materials, equipment, vehicles as well as the use of a large accessory shed at the rear of the Property (the "**Shed**") for maintenance of equipment – for general references regarding the location of structures on the property, please see an overhead map of the Property at **Schedule "B"** as well as the draft site plan contained within the Official Plan Application and Zoning By-Law Application.

While business needs dictate, on average Walker Construction has approximately 1-3 employees at the Property on a day-to-day basis (during weekdays). These employees usually drive to the Property in personal vehicles and leave the Property at the conclusion of the workday. Put simply, the Property serves as the "home base" for Walker Construction – an office is maintained in the Upper House (as defined below) located on the Property.

1.3 Residences – In addition to the Shed, and as more particularly described below, there are two residential homes located on the Property. The home at the upper portion of the Property (the "**Upper House**") is Bob's residence and the home located closer to Melrose Drive (the "**Lower House**") is rented out to long-term tenants. The January Letter and June Letter make reference to a "duplex" on the Property – those references are to the Upper House.

1.4 Additional Background – During the period his ownership of the Property and operation of Walker Construction thereon, Bob confirms that he has received a handful of visits from Middlesex Centre staff including Jim Reeves and Arnie Marsman. On one particular occasion in or about 1999, Mr. Reeves visited the Property to speak with Bob regarding Bob's plans to increase the height of the Shed (those plans were completed with approval of the Municipality). At that time, Mr. Reeves confirmed to Bob that Walker Construction could operate on the Property with up to fifteen (15) employees.

Subsequent visits over the years by Mr. Marsman related to the removal of a compost pile and debris, the storage of equipment and regarding the inspection of improvements made to the interior of the Upper House and the Shed. In short, Mr. Marsman offered direction to Bob from time-to-time to which Bob complied – they have always had, and Bob wishes to maintain, a productive relationship. During one visit by Mr. Marsman in or about the fall of 2019, Bob admits that Mr. Marsman advised Bob that Mr. Reeves' earlier advice regarding the number of employees



permitted on the Property was problematic and not accurate given current zoning by-laws. This being said, it was not until when Mr. Russell later attended the property in the fall of 2020 and issued the January Letter that Bob became fully aware of the extent of the Zoning Issues. At no time prior to receiving Mr. Russell's letters was Bob aware that the operation of Walker Construction on the Property was not compliant with zoning.

## **2.0 ZONING ISSUES AND STATUS UPDATE**

For the sake of expediency, I have not repeated the commentary of Mr. Russell in the January Letter and the June Letter regarding the Zoning Issues. Instead, I wish to provide you with a short summary of how Bob has addressed and/or is addressing the Zoning Issues to date. As you know, certain matters must either be addressed by the Official Plan Application and the Zoning Application.

### **2.1 Issue 1 – Dwelling in accessory building and Duplex – (Zoning By-law 2005-005 Section 5.1.11(a))**

*Shed* – Bob has ceased using the Shed as a dwelling and has removed all kitchen cabinets, appliances, walls and drywall. The Shed is not being used as an office. There are limited plumbing items remaining for which Bob wishes to keep and place and seeks advice on this issue. In particular, Bob desires to have the toilet and sink facilities remain in place if possible. With the exception of some guidance on plumbing, this portion of Issue 1 has been resolved.

*Duplex/Upper House* – As noted above, Mr. Russell's reference to the converted house/duplex in the middle of Property relates to the Upper House. Bob has now removed any separations/partitions within the Upper House and, as such, the Upper House is once again a single residence. One portion of the Upper House had formerly been occupied by three tenants (a young family of three). As you are likely aware, the former tenants could only be evicted pursuant to an order of the Landlord & Tenant Board and after the police became involved. The behavior of the tenants forced Bob to reside in the Shed. With these matters now rectified, Bob has no intentions to convert the Upper House into a duplex and will continue to reside at the Upper House as his principal residence. This item has therefore been addressed.

### **2.2 Issue 2 – Township of Lobo Zoning By-law 95-100 Section 3.10 (a)**

*Tenants in Lower House* – As Bob is now residing in the Upper House, this issue is resolved. Bob intends to continue to rent out the Lower House to the existing tenants. With Bob residing in the Upper House, the home occupation requirements for Bob to live at the Property is satisfied – recognizing that certain other criteria for home occupations will need to be addressed via the Official Plan Application and Zoning Application.

### **2.3 Issue 3 – Township of Lobo Zoning By-law 95-100 Section 3.10 (b)**

*Home Occupation* – Bob is submitting the Official Plan Application and the Zoning Application to allow for Walker Construction to remain in operation at the Property. In this regard, Bob will not cease operations of Walker Construction at the Property by August 3<sup>rd</sup>. See commentary below.

I confirm the details of our call on July 14<sup>th</sup> in that you are of the opinion that, despite Mr. Russell's letter suggesting that a "Contractor's Yard or Shop" classification may be an option for the Property, planning staff is unlikely to accept such classification given the Agricultural (A-1) zoning of the Property. To this end, I confirm our discussion that you are open to working with my office and Bob to find a solution via the Official Plan Application and the Zoning Application – perhaps via the designation of the Property as a "special policy area".

**2.4     Issue 4 – Open Storage – (Zoning By-law 2005-005 Section 4.23(a))**

*Open Storage* – The same dialogue regarding Issue #3 largely applies to this Issue. I confirm that, once the Official Plan Application and Zoning Application are submitted, the matter of open storage will need to be addressed vis-à-vis the home occupation requirements. Notwithstanding the pending application submissions, I can also advise that the salt bay, garbage containers and much of the unsightly debris have been removed from the Property.

**2.5     Issue 5 – Sea Containers & Truck Boxes – (Zoning By-law 2005-005 Section 4.25(g))**

*Sea Containers & Trailer* – Bob has removed the truck trailer and sea containers from the property. This item has therefore been addressed.

**2.6     Issue 6 – Buildings built without permits – (Building By-law 2012-008 Section 5.1)**

*Buildings built without permits* – See dialogue for Issue #1 above. This item has therefore been addressed.

**2.7     Issue 7 – Site Alteration without permit – (Site Alteration By-law 2018-087 Section 4.1)**

*Site Alteration permit* – Nathan Walker ("**Nathan**"), Bob's son, applied for a permit to address the site alteration issue via the Municipality's "Cloudpermit" program on May 25, 2021. A copy of application number CA-3539033-B-2021-458 is attached to this letter as **Schedule "C"**. On June 10<sup>th</sup>, the Municipality replied to the application and stated that the cloud permit application was not acceptable given the nature of work requested. Given the foregoing, Nathan will need to submit a "Site Alteration Permit". This application will address the alteration of the property to extend an existing parking lot and create a berm.

The application for the site alteration permit needs to be completed contemporaneously with the Official Plan Application and Zoning Application. I will write to Jake DeRidder to advise of the deadline in Mr. Russell's letter and, further, I will advise Mr. DeRidder that Bob and Nathan would appreciate any site plan requirements being dealt with at the same time as those which you may require in accordance with the Official Plan Application and the Zoning Application.

**3.0     OFFICIAL PLAN APPLICATION AND ZONING APPLICATION**

On our phone call, you mentioned that I should set out in writing the reasoning for Bob's submission of the Official Plan Application and the Zoning Application. From a short-term perspective, the threats of by-law enforcement and fines within the January Letter and June Letter



form the basis of Bob's intentions to submit the applications. That being said, Bob's longer-term and primary goal is to ensure that Walker Construction will be permitted to continue operations at the Property in a manner which is consistent with all by-laws. Ancillary to this is Bob's desire to continue to reside at the Property and lease the Lower House to tenants. In short, Bob is committed to rectifying the Zoning Issues and generally addressing all by-law matters concerning the Property.

Accompanying this letter under separate cover are the Official Plan Application and the Zoning Application for your review.

#### 4.0 COMMENTARY RE: OFFICIAL PLAN APPLICATION AND ZONING APPLICATION

Further to our call, you requested that I provide you with comments regarding the Official Plan Application and Zoning Application which generally follow the form of a Planning Justification Report. I have therefore set out some commentary below which should be helpful to you in reviewing the applications.

##### 4.1 Zoning and Official Plan Classifications

The Property is approximately ten (10) acres in size located near the southwest corner of Melrose Drive and Coldstream Road outside of settlement areas.<sup>1</sup> One abutting parcel, known municipally as 23042 Coldstream Road, separates the Property from the intersection.<sup>2</sup>

The Property is currently classified as follows:

- a) it is zoned "A1" pursuant to Zoning By-Law No. 2005-005 Section 5.11 (the "**Zoning By-Law**");
- b) it is designated as "Agriculture" pursuant to in the Municipality of Middlesex Centre's Official Plan (the "**Municipality's Official Plan**"); and,
- c) it is shown designated as "Agricultural Areas" in the County of Middlesex's Official Plan (the "**County's Official Plan**").

4.1.1 *Zoning* – The Zoning By-Law permits a wide range of uses in A1 zoning. These uses are as follows<sup>3</sup>:

- |                          |   |                                 |
|--------------------------|---|---------------------------------|
| - accessory use          | - agricultural use  | - bed & breakfast establishment |
| - conservation use       | - converted dwelling  | - dog kennel                    |
| - forestry use           | - grain handling facility, existing legally on the date of passing of this By-law |                                 |
| - home occupation        | - riding school   | - single detached dwelling      |
| - portable asphalt plant | - wayside pit   |                                 |

4.1.2 *Municipality's Official Plan* – The Municipality's Official Plan states a number of goals related to lands designated as "Agriculture". These goals include: (a) preserving agriculture as the primary land use outside settlement areas; (b) recognizing agricultural heritage in the

<sup>1</sup> The surrounding lands are agricultural in use and designation according to both Official Plans.

<sup>2</sup> See **Schedule "A"** for the location of the Property.

<sup>3</sup> See page 5-1: <https://www.middlesexcentre.on.ca/sites/default/files/2021-06/Zoning%20By%20Law%20%282005-005%29.pdf>

Municipality; (c) protecting agricultural areas from encroachment and conflicting uses; (d) enhancing farm operations; (e) encouraging retention of woodlands; and, (f) encouraging good farm management.<sup>4</sup> The Municipality's Official Plan also sets out the following permitted uses in agricultural areas at Section 2.3<sup>5</sup>:

Other permitted uses in agricultural areas include the following:

- Commercial or industrial activities directly related to agriculture and required in close proximity to associated farming operations, or "value-added" agriculturally related uses as defined in Section 12.0.
- Retail sale of farm produce produced on individual properties or communally among neighbouring farms. Such communal operations should not be of a size, scale or nature likely to negatively affect the rural character of the area in question. Size and scale will be further regulated in the Municipality's zoning by-law.
- Forestry and woodlots.
- Bed and Breakfast Establishments.
- Home Occupations.
- Natural areas and conservation uses.
- Residence Surplus to a Farming Operation.
- Small scale public and private passive recreation areas, subject to site specific zoning.
- Commercial Wind Energy Generation Systems (CWEGS) subject to site specific Zoning By-law Amendment.

**4.1.3 County's Official Plan** – The County's Official Plan states a number of general policies related to lands designated as Agricultural Areas. In particular, Middlesex County states that "...It is the policy of County Council that the Agricultural Area in Middlesex County shall be preserved and strengthened with the goal of sustaining the agricultural industry that is so vital to the Middlesex economy."<sup>6</sup> Permitted uses in Agricultural Areas include<sup>7</sup>: (a) agricultural and related uses; (b) up to two farm residences provided the second farm residence is a temporary residential unit; (c) forestry uses; (d) mineral aggregate and petroleum extraction; (e) conservation; (f) public and private open space and recreation facilities; (g) home occupation; (h) occasional agricultural demonstration events such as a plowing match; (i) retail stands for the sale of agricultural products produced on the farm unit upon which the retail stand is located; (j) bed and breakfast establishments; and (k) farm related commercial and industrial uses in accordance with Section 3.3.5.

The County's Official Plan also provides that home industries are permitted in Agricultural Areas at Section 3.3.6. The specific wording reads as follows: "Home industry uses, which comprise a gainful occupation conducted in whole or in part in an accessory building (shed or farm building)

<sup>4</sup> See pg. 18: [https://middlesexcentre.on.ca/sites/default/files/201904/37\\_op\\_july\\_2018\\_consolidation.pdf](https://middlesexcentre.on.ca/sites/default/files/201904/37_op_july_2018_consolidation.pdf)

<sup>5</sup> See pg. 19: [https://middlesexcentre.on.ca/sites/default/files/201904/37\\_op\\_july\\_2018\\_consolidation.pdf](https://middlesexcentre.on.ca/sites/default/files/201904/37_op_july_2018_consolidation.pdf)

<sup>6</sup> See pg. 3-5: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>

<sup>7</sup> See pg. 3-5 and 3-6: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>



by a member of that family and up to three non-family members, shall be permitted. In order to ensure that the scale of the home industry is clearly accessory to the residential or farm use, on lots less than 1.0 ha in size, the gross floor area of the home industry shall not exceed the gross floor area of the residential unit. Home Industries shall have no negative impact on the Natural System. Outside storage associated with a home industry shall be limited in scale and be screened from view from surrounding roads.”<sup>8</sup>

#### 4.2 Analysis of Zoning and Official Plan Designations

##### 4.2.1 *Zoning By-Law*

As noted above, the purpose of the Zoning Application and Official Plan Application are to bring the Property into compliance. The January Letter and the June Letter generally provide that the current uses of the Property do not fall within categories permitted by the Zoning By-Law. This being said, given Bob’s efforts to address the Zoning Issues, the operation of Walker Construction appears to now be the primary issue requiring resolution. On this point, and in Bob’s opinion, the operations of Walker Construction largely fit within the definition of a “home occupation”. Moreover, the long-term existence of two residential homes on the property offer support for Bob as he resides in the Upper House with the Lower House now being rented out as an “accessory use”.

Concerning the specific requirements of a home occupation pursuant to the Zoning By-Law, Walker Construction’s use of the Property is secondary to Bob’s principal residence. The business of Walker Construction does require open storage and the movement of vehicles into and out of the Property. Bob understands that these specific activities may run contrary to the Zoning By-Law’s restrictions on home occupations however, these activities have been ongoing since 1998 when Bob’s family took title to the Property – well before 2005 when the Zoning By-Law was passed. Bob is therefore of the view that non-confirming use principals should apply to the Property. As a further note, the size of the Property aids in ensuring that Walker Construction’s operations on the Property are limited to the northwest corner and do not encompass the whole of the parcel.

To address certain inconsistencies with the requirements, and as required by the January Letter and the June Letter, Bob will submit the Zoning Application and the Official Plan Application. Bob is agreeable to imposing reasonable limits on Walker Construction’s operations at the Property but seeks guidance from the Municipality.

##### 4.2.2 *Municipality’s Official Plan*

As above, pursuant to Section 2.3, the Municipality’s Official Plan states that home occupations are permitted in Agricultural Areas. In this regard, the analysis regarding Walker Construction noted above related to the Zoning By-Law largely applies to the Municipality’s Official Plan. As a further point, the Municipality’s Official Plan provides that “...non-farm residences which existed prior to the establishment of Middlesex Centre on January 1, 1998 may be used...” provided that

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<sup>8</sup> See pg. 3-7: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>



such use is in accordance with "...all applicable law..."<sup>9</sup> The combination of these factors along with the fact that two residences have long existed at the property indicates there is room for the Municipality to work with Bob to bring the Property into compliance with the Municipality's Official Plan.

#### 4.2.3 County's Official Plan

As above, the County's Official Plan states that home occupations are permitted in Agriculture areas. The specific wording in the County's Official Plan's at Section 3.3.6 which reads "Home industry uses which comprise a gainful occupation conducted in whole or in part in an accessory building (shed or farm building) by a member of that family and up to three non-family members, shall be permitted..."<sup>10</sup> is applicable to the current uses of the Property. Walker Construction's operations are secondary to Bob's residence in the Upper House and take place in and around the Shed.

Further, as indicated above, the Property's size, roughly ten (10) acres, allows flexibility given the requirement in the County's Official Plan that states "...the scale of the home industry is clearly accessory to the residential or farm use, on lots less than 1.0 ha in size, the gross floor area of the home industry shall not exceed the gross floor area of the residential unit..."<sup>11</sup> While the Municipality will need to satisfy itself on this point, the size of Walker Construction's operations in relation to the overall acreage provide flexibility.

Finally, the County's Official Plan also notes that "...*Outside storage associated with a home industry shall be limited in scale and be screened from view from surrounding roads...*"<sup>12</sup> Bob has largely already complied with this but is agreeable to creating additional berms, installing trees and vegetation and generally cleaning up the Property to be sightlier.

Bob is of the view that the County's Official Plan presents the opportunity for the Property to be used as he desires.

#### 4.3 Provincial Policy Statement, 2020

The Provincial Policy Statement ("PPS"), issued under the authority of Section 3 of the *Planning Act* "provides policy direction on matters of provincial interest related to land use planning".<sup>13</sup> As you know, planning applications, including the Official Plan Application and the Zoning Application, are required to be consistent with these policies. Relevant PPS policies are provided below with commentary on how the Official Plan Application and Zoning Application are consistent with the policy.

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<sup>9</sup> See pg. 18: [https://middlesexcentre.on.ca/sites/default/files/201904/37\\_op\\_july\\_2018\\_consolidation.pdf](https://middlesexcentre.on.ca/sites/default/files/201904/37_op_july_2018_consolidation.pdf)

<sup>10</sup> See pg. 3-7: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>

<sup>11</sup> See pg. 3-7: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>

<sup>12</sup> See pg. 3-7: <https://www.middlesex.ca/sites/default/files/Complete%20OP%20for%20Web.pdf>

<sup>13</sup> <https://files.ontario.ca/mmah-provincial-policy-statement-2020-accessible-final-en-2020-02-14.pdf>

**1.1.1 Healthy, liveable and safe communities are sustained by:**

*b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*

*Response:* The Property contains two residential dwellings that have existed thereon since prior to Bob owning the Property and before the creation of the Municipality in 1998. These residential dwellings, the Upper House and the Lower House, offer the opportunity for Bob and his tenants to live in a rural area for the long term. The Lower House is rented out at market-based rent which maximizes the productive use of the Property and is superior to having it sit vacant. The Zoning Application and Official Plan Application will assist in ensuring these current uses and benefits are preserved.

**1.1.4.1 Healthy, integrated and viable rural areas should be supported by:**

*a) building upon rural character, and leveraging rural amenities and assets;  
c) accommodating an appropriate range and mix of housing in rural settlement areas;*

*Response:* The Property is located in a rural setting which offers Bob and Walker Construction the opportunity to operate its business from outside of densely populated settlement areas within the Municipality. While not specifically related to agriculture, Walker Construction's business and use of the property is analogous to agriculture and rural in character. The business also serves many rural clients. Additionally, local individuals are employed by Walker Construction. The two residential dwellings on the Property contribute to the range and mix of housing in the rural area in which the Property sits. The Zoning Application and Official Plan Application will assist in ensuring these current uses and benefits are preserved.

**1.1.5.2 On rural lands located in municipalities, permitted uses are:**

*a) the management or use of resources;  
e) home occupations and home industries;  
g) other rural land uses.*

*Response:* The Property is used and managed in a manner which maximizes its productivity – Bob can and will work with the Municipality to ensure this remains the case into the future. Walker Construction operates as a home occupation/industry at the Property. The rural setting of the Property permits Walker Construction's operations to remain outside of densely populated settlement areas. While not specifically related to agriculture, Walker Construction's business is rural in character. The two residential dwellings on the Property contribute to the range and mix of housing in the rural area in which the Property sits. The Zoning Application and Official Plan Application will assist in ensuring these current uses and benefits are preserved.



## 5.0 NEXT STEPS

On behalf of Bob, I wish to again communicate his desire to resolve the Zoning Issues once and for all. To this end, I can make myself available to review the Zoning Application and the Official Plan Application along with any of the items contained within this letter. My list out outstanding items is as follows:

- 1) Confirming the contents of the Zoning Application and the Official Plan Application are satisfactory;
  - a. the draft site plans contained the applications may require revision and Bob is aware of this – he simply needs instruction from me via your office as to what details are necessary;
- 2) Submitting a site plan application for the Property;
  - a. To be as efficient as possible, my view is that this should be dealt once you have reviewed the of the Zoning Application and Official Plan Application. For instance, the size of the parking area may need to be set during the approval process of the other applications. This should be communicated to the development review coordinator as well as Mr. Russell. For clarity, when reviewing the draft site plans submitted with the Zoning Application and the Official Plan Application, you will note that Bob has provided a “close-up drawing” of the barn and highlighted in yellow where he intends to create a parking lot. Bobo wishes to install cedar trees around the area and is agreeable to other such plantings around the Property.
- 3) Ensuring that by-law enforcement (Mr. Russell) is aware of the state of things and that Bob continues to work with the Municipality to bring the Property into compliance and address the Zoning Issues. I will forward this letter and the various enclosures to Mr. Russell.

To accomplish any or all of the above, Bob has instructed me that inspections of the Property can occur at any time and he or Nathan will assist the inspector(s) where applicable.

After you have reviewed the foregoing, please contact me at your convenience to discuss.

Yours very truly,

**HARRISON PENSA LLP**



Logan Burnett  
LOB/ntr  
6177508\_1

Enclosures

**SCHEDULE “A” –  
The January Letter and the June Letter**

January 21, 2021

Robert Alan Walker  
10432 Melrose Dr,  
Komoka, ON  
N0L 1R0

Dear: Robert Alan Walker

**RE: Zoning issues at 10432 Melrose Drive, Middlesex Centre, ON  
CON 4 S PT LOT 9  
Roll No. 393900001010900  
File No. By-20-102**

An inspection was conducted at the above mentioned property on November 25<sup>th</sup> 2020.

The above mentioned property is currently zoned Agricultural (A1). This property is 10 acres in size and with a two single family residences (one has been converted into a duplex). The front of the large shed has been illegally converted into a dwelling unit without any permits, and the rest of the building is being used in connection with a Walker Construction.

Below, I have included the definitions of each use.

**CONTRACTOR'S YARD or SHOP** means the use of land, buildings, or structures, or portion thereof, for the purpose of storing equipment, vehicles, or material, or for performing shop work or assembly work by any building trade or other construction contractor.

**OPEN STORAGE** means the storage of goods, materials or equipment in the open air on a lot or portion thereof.

Pursuant to Zoning By-law No. 2005-005 Section 5.1.1, no land shall be used and no building or structure shall be erected, used, or altered in the Agricultural (A1) Zone except for the following purposes.

- |                          |   |                                 |
|--------------------------|---|---------------------------------|
| - accessory use          | - agricultural use  | - bed & breakfast establishment |
| - conservation use       | - converted dwelling  | - dog kennel                    |
| - forestry use           | - grain handling facility, existing legally on the date of passing of this By-law |                                 |
| - home occupation        | - riding school   | - single detached dwelling      |
| - portable asphalt plant | - wayside pit   |                                 |

**Issue 1 –Dwelling in accessory building and Duplex - (Zoning By-law 2005-005 Section 5.1.11(a))**

Zoning By-law only allows for one single detached dwelling or one converted dwelling, or one bed and breakfast establishment. The inspection revealed that the large shed was converted into dwelling without building permits/ re-zoning or permission from the municipality. In addition, the house set in middle of the property has been converted into a duplex without permits/ rezoning or permission.

*Not True had building Permit & Elect Permit.*

**Accessory shed with Dwelling**

You are hereby requested to cease from using the dwelling in the large shed and remove all, kitchen cabinets, appliances, bathroom facilities, plumbing, walls, and drywall by April 1, 2021. In addition, this space must not be used as an office.

*All Bathroom Facilities were there before drywall added.*

**Converted house in middle of property**

**Option 1**

Remove second dwelling unit, second kitchen and plumbing from the second unit by April 1, 2021.

*Plumbing Was Here and inspected by Michel Centre*

**OR**

**Option 2**

Apply for a Planning Act application to re-zone the property, request an official plan amendment, and include a proposed site plan for the property to allow the converted dwelling and single detached dwelling to remain. You must specifically outline the current use and details why you feel this request is reasonable and how it's consistent with applicable Planning policy by April 1, 2021.

*Tin Reens & Anne Marie*

**Issue 2 - Township of Lobo Zoning By-law 95-100 Section 3.10 a)**

Zoning By-law 95-100 Section 3.10 a) permitted a home occupation on a property zoned A1. However, the home occupation shall be secondary to a single dwelling occupied by the owner as his primary residence. Both primary residences are both being rented out.



### **Option 1**

Evict tenant from the property and move into one of the single detached dwelling units or remove the contracting yard from the property by **April 1, 2021**.

### **Issue 3 - Township of Lobo Zoning By-law 95-100 Section 3.10 b)**

Zoning By-law 95-100 Section 3.10 b) permitted a home occupation on a property zoned A1. At no time shall any home occupation employ more than one person who does not reside in a dwelling to which such home occupation is secondary. Walker construction currently has about 10 employees that work on the property.

### **Option 1**

You are hereby requested to cease all operations from the property by **April 1, 2021**.

**OR**

### **Option 2**

Apply for a Planning Act application to re-zone the property to allow Walker Construction, a *Contractor's Yard or Shop*, to operate out of property, request an official plan amendment, rezone the property and apply for a site plan agreement, and include a proposed site plan for the property. You must specifically outline the current business using the property and details of each operation and why you feel this request is reasonable how it's consistent with applicable Planning policy by **April 1, 2021**.

### **Issue 4- Open Storage – (Zoning By-law 2005-005 Section 4.23(a))**

Zoning By-law prohibits the use of open storage. The inspection revealed that multiple open storage areas have been erected on the property.

### **Option 1**

You are hereby requested to remove all trailers, equipment, vehicles, construction material/ debris, garbage containers, outside salt bay, and aggregate storage by April 1, 2021.

**OR**

### **Option 2**

Apply for a Planning Act application to re-zone the property, request an official plan amendment, apply for a site plan agreement with a site plan to permit Open Storage on the property. You must specifically outline the use being conducted on the property, desired activity, details of the business and how it's consistent with applicable Planning policy by **April 1, 2021**.

### **Issue 5- Sea Containers & Truck Boxes – (Zoning By-law 2005-005 Section 4.25 (g))**

Zoning By-law prohibits the use of a truck, bus, coach, or railway car or part thereof this includes transport truck trailers, and sea containers. The inspection revealed that a transport truck trailer is being used for storage.

### **Option 1**

You are hereby requested to remove transport truck trailer from the property by **April 1, 2021**.

### **Issue 6 – Buildings built without permits (Building By-law 2012-008 Section 5.1)**

Erect salt bay in corner of property, converted dwelling in house, converted dwelling in large shed and lean-to structure near large shed was built without permits.

### **Option 1**

Apply for a building permit for work done or remove from the property by **April 1, 2021**.

### **Issue 7- Site Alteration without permit (Site Alteration By-law 2018-087 Section 4.1)**

Fill was added on the east side of the property to extend a parking lot and create a berm.

### **Option 1**

Restore lands to previous grade and remove fill or apply for a site alteration permit by April 1, 2021.

### **Action & Penalty**

The Municipality is requesting that you address the above mentioned issued by **April 1, 2021**.

**Failure to act by April 1, 2021 will result in charges being issued.**

**Please be advised that multiple offences are on this property for building, fire, and zoning.**





**Under the Planning Act every corporation guilty of an offence under the Planning Act R.S.O 1990, c. P. 13 Section 67 is liable to a fine of \$50,000 per offence. and upon a subsequent conviction a fine of \$25, 000 per day.**

A re-inspection of the property will take place on or about **April 1, 2021** to view compliance.

Thank you for your cooperation and understanding and we appreciate your immediate attention to this matter. Should you require further information pertaining to this matter, please feel free to contact me.

Yours in Health & Safety,

Mark Russell, CMM III, MLEO(C), C.P.S.O  
By-law Enforcement Officer  
Municipality of Middlesex Centre  
10227 Ilderton Road, RR#2 Ilderton, Ontario, N0M 2A0  
Phone: 519-666-0190 Ext 242 Fax: 519-666-0271  
E-mail: [russell@middlesexcentre.on.ca](mailto:russell@middlesexcentre.on.ca)

June 8, 2021

Robert Alan Walker  
10432 Melrose Dr,  
Komoka, ON  
N0L 1R0

Dear: Robert Alan Walker

**RE: Zoning issues at 10432 Melrose Drive, Middlesex Centre, ON  
CON 4 S PT LOT 9  
Roll No. 393900001010900  
File No. By-20-102**

A re-inspection was conducted at the above mentioned property on **May 19<sup>th</sup> 2021.**

The above mentioned property is currently zoned Agricultural (A1). This property is 10 acres in size and with a two single family residences (one has been converted into a duplex). The front of the large shed has been illegally converted into a dwelling unit without any permits, and the rest of the building is being used in connection with a Walker Construction.

Below, I have included the definitions of each use.

**CONTRACTOR'S YARD or SHOP** means the use of land, buildings, or structures, or portion thereof, for the purpose of storing equipment, vehicles, or material, or for performing shop work or assembly work by any building trade or other construction contractor.

**OPEN STORAGE** means the storage of goods, materials or equipment in the open air on a lot or portion thereof.

Pursuant to Zoning By-law No. 2005-005 Section 5.1.1, no land shall be used and no building or structure shall be erected, used, or altered in the Agricultural (A1) Zone except for the following purposes.

- |                          |   |                                 |
|--------------------------|---|---------------------------------|
| - accessory use          | - agricultural use  | - bed & breakfast establishment |
| - conservation use       | - converted dwelling  | - dog kennel                    |
| - forestry use           | - grain handling facility, existing legally on the date of passing of this By-law |                                 |
| - home occupation        | - riding school   | - single detached dwelling      |
| - portable asphalt plant | - wayside pit   |                                 |

#### **Issue 1 –Dwelling in accessory building and Duplex - (Zoning By-law 2005-005 Section 5.1.11(a))**

Zoning By-law only allows for one single detached dwelling or one converted dwelling, or one bed and breakfast establishment. The inspection revealed that the large shed was converted into dwelling without building permits/ re-zoning or permission from the municipality. In addition, the house set in middle of the property has been converted into a duplex without permits/ rezoning or permission.

#### **Accessory shed with Dwelling**

You are hereby requested to cease from using the dwelling in the large shed and remove all, kitchen cabinets, appliances, bathroom facilities, plumbing, walls, and drywall by **August 3, 2021**. **In addition, this space must not be used as an office.**

#### **Converted house in middle of property**

##### **Option 1**

Remove second dwelling unit, second kitchen and plumbing from the second unit by **August 3, 2021**.

**OR**

##### **Option 2**

Apply for a Planning Act application to re-zone the property, request an official plan amendment, and include a proposed site plan for the property to allow the converted dwelling and single detached dwelling to remain. You must specifically outline the current use and details why you feel this request is reasonable and how it's consistent with applicable Planning policy by **August 3, 2021**.

#### **Issue 2 - Township of Lobo Zoning By-law 95-100 Section 3.10 a)**

Zoning By-law 95-100 Section 3.10 a) permitted a home occupation on a property zoned A1. However, the home occupation shall be secondary to a single dwelling occupied by the owner as his primary residence. Both primary residences are both being rented out.



### **Option 1**

Evict tenant from the property and move into one of the single detached dwellings or remove the contracting yard from the property by **August 3, 2021**.

### **Issue 3 - Township of Lobo Zoning By-law 95-100 Section 3.10 b)**

Zoning By-law 95-100 Section 3.10 b) permitted a home occupation on a property zoned A1. At no time shall any home occupation employ more than one person who does not reside in a dwelling to which such home occupation is secondary. Walker construction currently has about 10 employees that work on the property.

### **Option 1**

You are hereby requested to cease all operations from the property by **August 3, 2021**.

**OR**

### **Option 2**

Apply for a Planning Act application to re-zone the property to allow Walker Construction, a *Contractor's Yard or Shop*, to operate out of property, request an official plan amendment, rezone the property and apply for a site plan agreement, and include a proposed site plan for the property. You must specifically outline the current business using the property and details of each operation and why you feel this request is reasonable how it's consistent with applicable Planning policy by **August 3, 2021**.

### **Issue 4- Open Storage – (Zoning By-law 2005-005 Section 4.23(a))**

Zoning By-law prohibits the use of open storage. The inspection revealed that multiple open storage areas have been erected on the property.

### **Option 1**

You are hereby requested to remove all trailers, equipment, vehicles, construction material/ debris, garbage containers, outside salt bay, and aggregate storage by **August 3, 2021**.

**OR**

### **Option 2**

Apply for a Planning Act application to re-zone the property, request an official plan amendment, apply for a site plan agreement with a site plan to permit Open Storage on the property. You must specifically outline the use being conducted on the property, desired activity, details of the business and how it's consistent with applicable Planning policy by **August 3, 2021**.

### **Issue 5- Sea Containers & Truck Boxes – (Zoning By-law 2005-005 Section 4.25 (g))**

Zoning By-law prohibits the use of a truck, bus, coach, or railway car or part thereof this includes transport truck trailers, and sea containers. The inspection revealed that a transport truck trailer is being used for storage and multiple sea containers.

### **Option 1**

You are hereby requested to remove transport truck trailer and sea containers from the property by **August 3, 2021**.

### **Issue 6 – Buildings built without permits (Building By-law 2012-008 Section 5.1)**

Converted dwelling in house, and converted dwelling in large shed were built without permits.

### **Option 1**

Apply for a building permit for work done or remove from the property by **August 3, 2021**.

### **Issue 7- Site Alteration without permit (Site Alteration By-law 2018-087 Section 4.1)**

Alteration to the east side of the property to extend a parking lot and create a berm.

### **Option 1**

Apply for a site alteration permit by **August 3, 2021**.

### **Action & Penalty**

The Municipality is requesting that you address the above mentioned issued by **August 3, 2021**.

**Failure to act by August 3, 2021 will result in charges being issued.**

**Please be advised that multiple offences are on this property for building, fire, and zoning.**

**Under the Planning Act every corporation guilty of an offence under the Planning Act R.S.O 1990, c. P. 13 Section 67 is liable to a fine of \$50,000 per offence, and upon a subsequent conviction a fine of \$25, 000 per day.**

A re-inspection of the property will take place on or about **August 3, 2021** to view compliance.

Thank you for your cooperation and understanding and we appreciate your immediate attention to this matter. Should you require further information pertaining to this matter, please feel free to contact me.

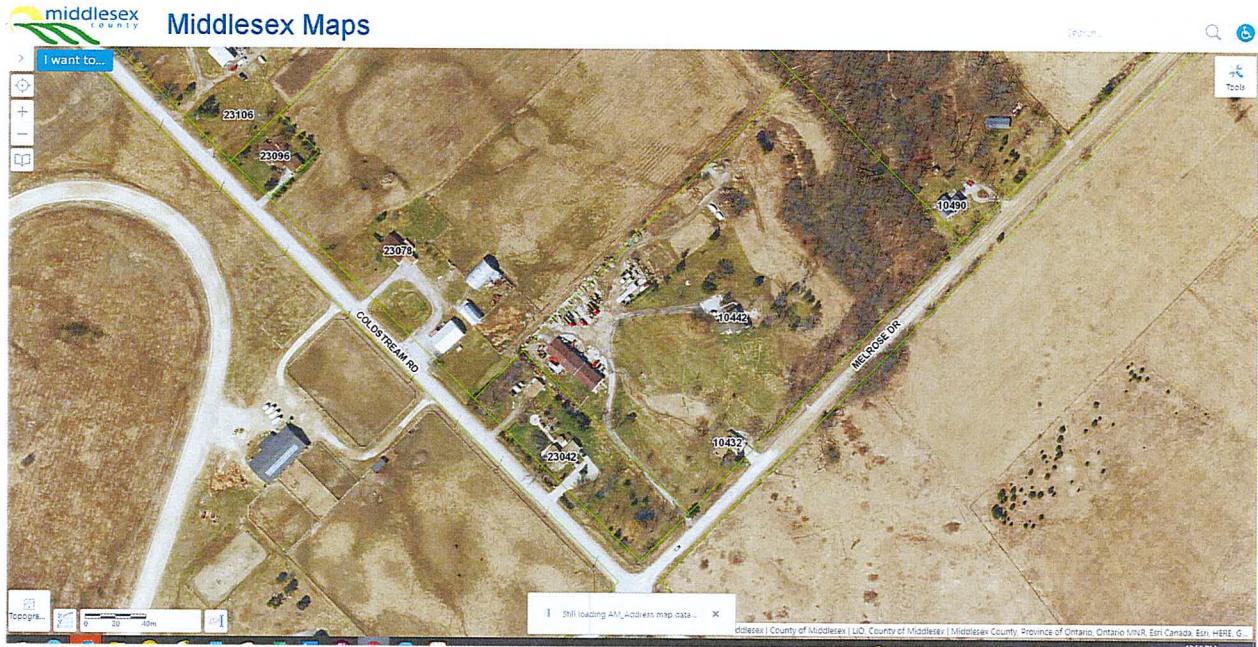
Yours in Health & Safety,



Mark Russell, *CMM III, MLEO(C), C.P.S.O*  
By-law Enforcement Officer  
Municipality of Middlesex Centre  
10227 Ilderton Road, RR#2 Ilderton, Ontario, N0M 2A0  
Phone: 519-666-0190 Ext 242 Fax: 519-666-0271  
E-mail: [russell@middlesexcentre.on.ca](mailto:russell@middlesexcentre.on.ca)



## SCHEDULE "B" – Aerial Map of the Property



**SCHEDULE "C" –  
Cloudpermit Application CA-3539033-B-2021-458**

For use by Principal Authority			
Cloudpermit application number CA-3539033-B-2021-458			
Roll number 3939000010109000000			
Application submitted to Middlesex Centre, Ontario			

Project Information			
Address 10432 MELROSE DR		Unit number 10432	
		Lot / con. 2504077	
Municipality Middlesex Centre, Ontario		Postal code N0L 1R0	
		Plan number / other description	
Estimated cost of construction 1000 CAD		Area of work 600.0 m²	

Subject Land Information		
Address	Legal description	Roll number
10432 MELROSE DRIVE (Primary)	CON 4 S PT LOT 9	3939000010109000000

Purpose of Application	
Application type Agricultural / Alteration / Other (Agricultural)	
Proposed use of building Parking Lot and Berm	Current use of building Parking Lot
Description of proposed work Looking to maintain current berm for hidden sightlines and maintain current auxiliary parking. Approximately 600m2.	


Applicant			
Last name Walker		First name Nathan	
		Corporation or partnership	
Street address 26 Mapleton Place		Unit number	
		Lot / Con.	
Municipality Middlesex Centre	Postal code N0L 1R0	Province Ontario	Email address
Other phone		Fax	Mobile phone 5198521492



Property owner							
Last name Walker		First name Robert		Corporation or partnership			
Street address 10432 Melrose Drive		Unit number		Lot / Con.			
Municipality Middlesex centre		Postal code N0L1R0		Province Ontario		Email address	
Other phone +1 5194715873		Fax		Mobile phone +1 5164762771			

Tarion Warranty Corporation (Ontario New Home Warranty Program)	
Is proposed construction for a new home as defined in the Ontario New Home Warranties Plan Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is registration required under the Ontario New Home Warranties Plan Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Completeness and Compliance with Applicable Law	
This application meets all the requirements of clauses 1.3.1.3.(5)(a) to (d) of Division C of the Building Code (the application is made in the correct form and by the owner or authorized agent, all applicable fields have been completed on the application and required schedules, and all required schedules are submitted).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Payment has been made of all fees that are required, under the applicable by-law, resolution or regulations made under clause 7.1(1)(c) of the Building Code Act, 1992, to be paid when the application is made.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
This application is accompanied by the plans and specification prescribed by the applicable by-law, resolution or regulation made under clause 7.1(1)(b) of the Building Code Act, 1992.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
This application is accompanied by the information and documents prescribed by the applicable by-law, resolution or regulation made under clause 7.1(1)(b) of the Building Code Act, 1992 which enable the chief building official to determine whether the proposed building, construction or demolition will contravene any applicable law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The proposed building, construction or demolition will not contravene any applicable law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

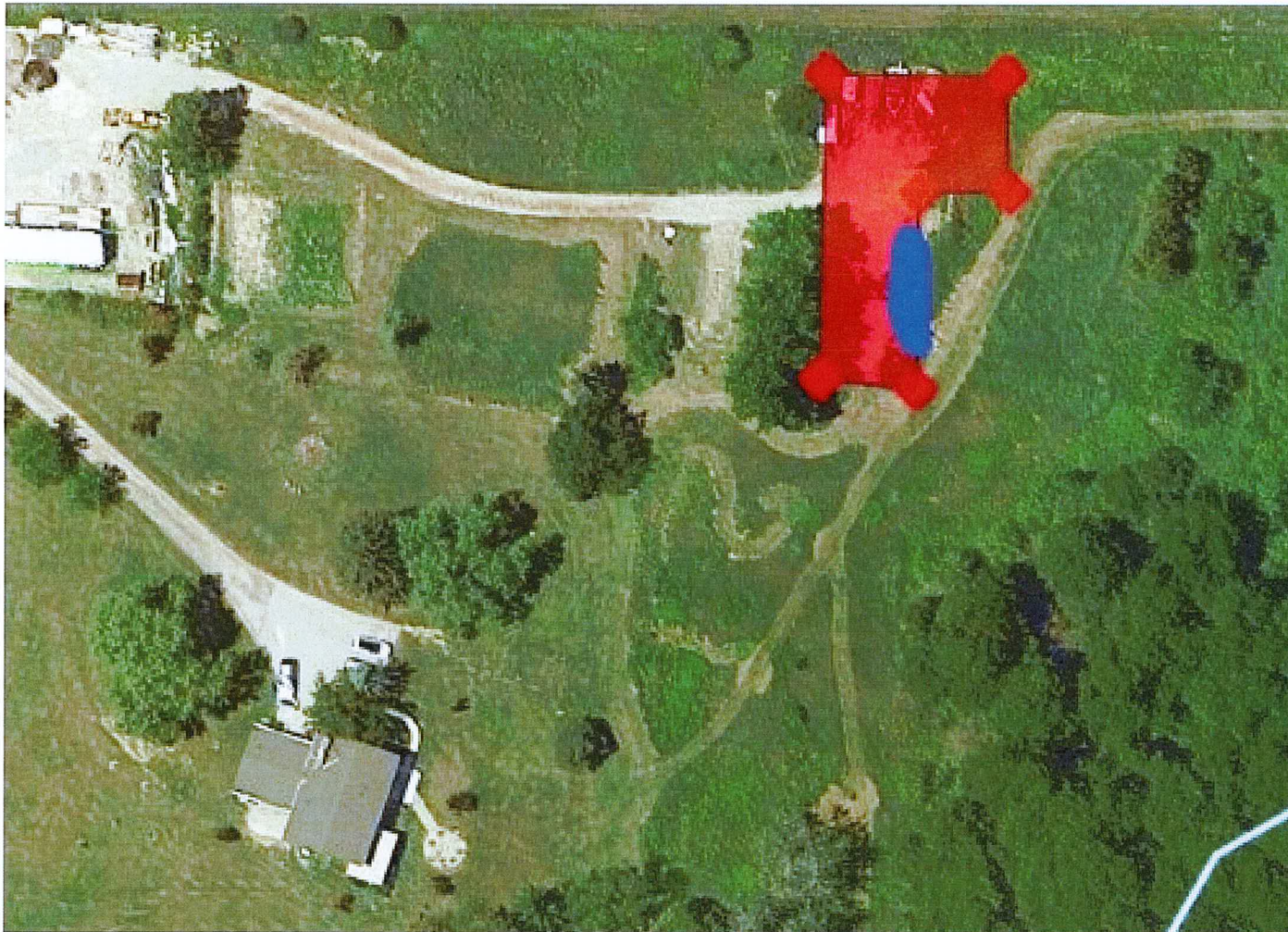
Declaration of Applicant
<div>Applicant</div> <p>I, Nathan Walker, do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.</p> <div> Digitally signed on May 25, 2021 at 8:51:47 a.m. EDT by Nathan Walker.</div>
<p>Personal information contained in this form and schedules is collected under the authority of subsection 8.(1.1) of the Building Code Act, 1992, and will be used in the administration and enforcement of the Building Code Act, 1992. Questions about the collection of personal information may be addressed to: a) the Chief Building Official of the municipality or upper-tier municipality to which this application is being made, or, b) the inspector having the powers and duties of a chief building official in relation to sewage systems or plumbing for an upper-tier municipality, board of health or conservation authority to whom this application is made, or, c) Director, Building and Development Branch, Ministry of Municipal Affairs and Housing 777 Bay St., 2nd Floor. Toronto, M5G 2E5 (416) 585-6666.</p>





Berm is in blue, 6" tall to block out the view of the parking lot.

The Red area outlines the area that is where we would like auxiliary parking.



# Harrison Pensa

LAWYERS

**Logan Burnett**

Direct Line: 519-661-6795  
lburnett@harrisonpensa.com

Assistant: Nancy Tran

Direct Line: 519-850-5589  
ntran@harrisonpensa.com

June 9, 2022

SENT VIA EMAIL: [macabral@middlesex.ca](mailto:macabral@middlesex.ca)

Municipality of Middlesex Centre  
10227 Ilderton Road, RR# 2  
Ilderton, Ontario N0M 2A0

Attention: Marion Cabral

Dear Ms. Cabral,

**RE: 10432 Melrose Drive, R.R. #3, Middlesex Centre, Ontario (the "Property")**  
**Our File No.: 185855**

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As you are aware, my firm acts as counsel to the owner of the Property, Robert Alan Walker ("Bob"), and his family. This letter is further to our ongoing communication regarding Official Plan Amendment Application OPA-56 ("**Official Plan Application**") and Zoning By-Law Amendment Application ZBA-12-2021 ("**Zoning Application**") and, together with the Official Plan Application, the "**Applications**". More specifically, I write with the aim of addressing concerns that were brought forth at the Public Meeting on October 27, 2021 (the "**October Meeting**") and as further discussed during our calls in December 2021 and May 3, 2022.

It has become clear that the Applications in their current form may not receive the full support of the Planning Department primarily due to the operations of R.A. Walker Construction Ltd. ("**Walker Construction**") on the Property. This letter is provided with a view to narrowing the issues and moving things forward in a direction that all can support.

This letter contains the following:

- 1) commentary on history of the Property, as well a description of its current uses;
- 2) commentary on the current Zoning and Official Plan designations in addition to summaries of the Applications, including the requested zoning classifications;
- 3) documentation of the ongoing legal non-conforming use of the Property;
- 4) discussion regarding the Municipality's concerns relating to the operation of Walker Construction on the Property;

Harrison Pensa LLP



- 5) commentary related to the Municipality's concerns regarding the presence of two (2) single detached dwellings on the Property;
- 6) the various concerns raised at the October Meeting; and,
- 7) submitting for your review, draft Special Policy Area language (see **Schedule "A"**).

I also wish to recommunicate to you my client's willingness to work with your office to find solutions to the zoning issues. As noted in our discussions and in previous correspondence from my office, Bob has made significant efforts to rectify things and he is committed to continuing to make such efforts with respect to the Applications.

## **1.0 BRIEF HISTORY OF THE PROPERTY AND CURRENT USES**

### **1.1 Ownership**

Bob and his family have owned the Property since 1998. More specifically, Bob's former spouse, Shelia Walker, took title to the Property on June 30, 1998. Title remained in Shelia Walker's name until April 24, 2018 when ownership was subsequently transferred to Bob. You will recall that the legal description of the Property is PT LT 9, CON 4, AS in 578466 ; S/T LQ13600 MIDDLESEX CENTRE TWP/LOBO TWP. In addition to the municipal address of 10432 Melrose Drive, the address of 10442 Melrose Drive is also assigned to the Property.

### **1.2 Use by Walker Construction**

Bob has operated Walker Construction from the Property since 1998. Walker Construction's services are not conducted at the Property, rather, they are provided at customer job sites in London and the surrounding area. On the Property, Walker Construction's use consists mostly of being a "home base" for the storage of materials, equipment and vehicles. A large accessory shed at the rear of the Property also serves as a maintenance facility for equipment (the "**Shed**"). In addition, an office for Walker Construction is maintained within the Upper House (as defined below).

### **1.3 Residences**

You will recall that, in addition to the Shed, there are two residential homes located on the Property. The home at the upper portion of the Property (the "**Upper House**") is Bob's residence. The home located closer to Melrose Drive, (the "**Lower House**") is rented out to long-term tenants.

## **2.0 OVERVIEW OF THE APPLICATIONS**

You will recall that the Property is currently classified, as follows:

- a) it is zoned "A1" pursuant to Zoning By-Law No. 2005-005 Section 5.11 (the "**Zoning By-Law**");
- b) it is designated as "Agriculture" pursuant to in the Municipality of Middlesex Centre's Official Plan (the "**Municipality's Official Plan**"); and,



- c) it is shown designated as "Agricultural Areas" in the County of Middlesex's Official Plan (the "County's Official Plan").

## 2.1 Official Plan Amendment Application, OPA 56

The purpose of the Official Plan Application is to re-designate the Property from the current Agricultural designation to an Agricultural Special Policy Area designation to permit two (2) single detached dwelling units on the property in addition to outdoor storage and a home occupation outside a dwelling unit for Walker Construction. On your recommendation, we have drafted proposed Special Policy Area language and attached same to this letter as **Schedule "A"**.

## 2.2 Zoning By-Law Amendment Application, ZBA-14-2021

The purpose of the Zoning Applications is to rezone the property from the Agricultural (A-1) Zone to a site-specific Agricultural Zone (A1-37) to permit two (2) single family dwelling units on the Property, permit outdoor storage and a home occupation outside a dwelling unit, for Walker Construction.

## 3.0 LEGAL NON-CONFORMING USE

### 3.1 The concept of "Legal Non-Confirming Use"

A non-conforming use is a use of property that is not permitted under the applicable zoning currently in force. A legal non-conforming use is a statutorily permitted use to which a building structure or land was put prior to the passage of a zoning by-law which would no longer permit that use.

The purpose of legal non-conforming rights is to afford protections to landowners. The rationale being, that a landowner who has used structures and land legally for a period, should not then have to abandon the uses of the Property upon the implementation of new Zoning By-laws. In other words, the principal protects the rights of landowners to utilize their own property in the manner that they were prior to the creation of an interfering by-law.

The concept is codified in the *Planning Act*, R.S.O. 1990, c. P. 13 (the "**Planning Act**") section 34, which grants power to municipalities to create zoning by-laws and restrict the use of land as they see fit. However, Section 34(9) imposes limits on the ability of the Municipalities to enact by-laws that retroactively create non-compliance:

***Planning Act, Section 34(9)*** "No by-law passed under this section applies, (a) to prevent the use of any land, building or structure for any purpose prohibited by the by-law if such land, building or structure was lawfully used for such purpose on the day of the passing of the by-law, as long as it continues to be used for that purpose".<sup>1</sup>

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<sup>1</sup> *Planning Act*, RSO 1990, c P13, s 34.

The concept of a legal non-conforming use is explicitly confirmed in the Middlesex Centre By-Laws, dated as of May 2005, in section 4.20:

**4.20 Non-Conforming Uses:** Nothing in this By-law shall apply:<sup>2</sup>

- a) To prevent the use of any land, building or structure for any purpose prohibited in this By-law if such land, building or structure was lawfully used for such purpose on the date of the passing of the By-law, so long as it continues to be used for that purpose.

As both provisions suggest, there are two requirements to qualify as a legal non-conforming use:

- 1) the use of the structure must have been lawful on the date which the interfering by-law was passed; and,
- 2) the use of the structure has been continuous, without interruption since the time the interfering by-law was passed.

It is Bob's position that the Property should, in large part, fall within the confines of legal non-conforming use principles. More particularly, these principles should permit the continuance of the uses on the Property which pre-date the implementation of the Middlesex Centre By-Laws, as detailed below.

**3.2 Legal Non-Confirming Use on the Property**

Bob owned the property several years prior to the passing of the interfering Middlesex Centre By-laws in May of 2005. At the time he acquired the Property, all structures that currently exist on the Property, namely, two (2) detached single-family dwellings and the Shed were present.

Bob also began utilizing the structures and lands for both residential and business purposes in 1998 and Walker Construction has been active on the Property since that time consistently and without interruption.

Notwithstanding the above, Bob does understand that the Municipality must thoughtfully balance the rights of the individual property owner and their continued use and enjoyment of their property with the broader planning interests of the community. Bob's certainly does not intend to disrupt the community or the interests of the Municipality, but rather, he wants to work with all parties involved to come to a resolution that satisfies all. Walker Construction has operated from the Property for over two decades, and a very significant burden would be felt by Bob, his family and his business should the longstanding use of the Property not be permitted to continue. Additionally, and without delving into unnecessary detail, the Municipality has been aware of the uses of Bob and Walker Construction on the Property for some time which makes the imposition of unreasonable restrictions unfair.

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<sup>2</sup> Middlesex Centre Zoning By-laws <https://middlesexcentre.on.ca/sites/default/files/2019-10/2005-005%20Zoning%20By-law.pdf>.

#### 4.0 BUSINESS OPERATIONS OF WALKER CONSTRUCTION

As above, it would appear that the major zoning issue that you have identified is the size and scope of the business operations of Walker Construction on the Property and Bob is eager to come to a resolution on this issue.

##### 4.1 Registered Site Plan Agreement

It is agreed that a registered site plan will be necessary for the Property following the approval of the Applications. As there are many concerns with the operation of a construction business of an agricultural property, my client is amenable to reasonable limitations regarding the size and location of the business operations. My office will work collaboratively with you to create and register a site plan so that all parties involved can come to an agreement in this respect.

I believe we have also discussed with you the possibility of a assigning a holding designation on the Property until such time as a site plan can be mutually agreed upon and registered. You had suggested this may be a viable option, so that the Applications can be effectively approved, subject to site plan approval. My client is satisfied for this type of provision to be in effect in order to get the Applications moving forward.

##### 4.2 Special Policy Area

The purpose of the Official Plan Application is to re-designate the Property from the current Agricultural designation to an Agricultural Special Policy Area designation, to permit the two (2) single detached dwellings and the business operations of Walker Construction. As noted, I direct you to **Schedule "A"** which contains a draft of the Special Policy Area language, for your review and comment. The draft language carves out the permitted uses on the Property, so that there is complete clarity for both my client and the Municipality what is permitted.

##### 4.3 Business Growth of Walker Construction & Increased Occupation of the Land:

As per our discussions, the size and potential growth of Walker Construction's use of the Property is of primary concern to the Municipality. At current, Walker Construction's use of the Property is primarily limited to the northwest corner of the Property, where the company uses the paved lands for storage of materials, equipment, vehicles, as well as the Shed for the maintenance of equipment. Taking into consideration the size of the Property, the business activities are localized to a relatively condensed area.

On average Walker Construction has approximately 1-3 employees at the Property on a day-to-day basis (during weekdays). These employees typically drive to the Property in their personal vehicles and leave the Property at the conclusion of the workday.

Bob and Walker Construction have no intention to increase the size of the operations of Walker Construction on the Property, or the number of employees who attend the Property on a daily basis. Additionally, Bob confirms that he has no intention or plans to start or operate any business, other than Walker Construction, on the Property.

## **5.0 TWO SINGLE DETACHED DWELLING UNITS**

As abovementioned, when Bob and family took title to the Property, the two single detached homes were already present. Bob was not responsible for the construction of either home. As a result, it can be reasonably assumed that the presence of two single detached dwellings on the Property was compliant with any zoning by-laws which may have been in effect at the time they were constructed.

As mentioned previously, Bob resides in the Upper House while the Lower House is rented out to long-term tenants. In our December and May discussions, I believe that you advised you would be able to support the existence and use of the two homes, up to a maximum of three (3) residential units on the Property. That said, you also mentioned that the preference of the Municipality is to see the Lower House rented in its entirety, with no 'duplex' or further units created within, and the Upper House continuing to be occupied by Bob, and his family.

Bob confirms that there will be no additional units created, and that the current status of each home will continue indefinitely. As the Municipality sees appropriate, Bob is willing to confirm and solidify the use of the two homes, one as a rental and one occupied by the landowner, by including this limitation in the Special Policy Area description. Should the Municipality have any additional concerns with respect to the two homes on the Property, Bob is willing to the imposition of other reasonable limits, in addition to the limiting language, as deemed necessary based on guidance from the Municipality.

### **5.1 Severance**

In our December discussion, I inquired whether there are any concerns on the Municipalities behalf regarding severance or merger issues, or whether severing a portion of the Property could assist Bob in achieving a more desirable outcome. It was made abundantly clear that severance is not a possibility, nor would it be supported in an agriculturally zoned area. Therefore, the only related issue that must be addressed is confirming that both houses were on the Property at the date when title was acquired by Bob.

## **6.0 VARIOUS CONCERNS RAISED AT OCTOBER MEETING**

At the October Meeting, you raised various concerns, ancillary to the operation of Walker Construction on the Property, that had been brought to your attention by a neighbouring property owner regarding the Applications. In advance of the Applications being subject to a final recommendation, you suggested it would be valuable to address each of these concerns in a more formal manner. Bob recognizes the validity of such concerns and wants to alleviate them as best as possible. I have therefore set out some commentary below which may assist your understanding of such matters and provide some context on how Bob has addressed these issues, where necessary.

### **6.1 Noise, Odours, Hours of Operations, Fumes & Fires from Business Operations**

*Noise* – As above, the Property essentially acts as a "home-base" for Walker Construction operations. On average, 1-3 employees attend the Property per day, at the start and end of the



workday, to exchange their personal vehicles for the company vehicles and equipment. The number of vehicles which come and go from the Property each day is minimal, the hours are limited primarily to working hours, and no actual construction work is undertaken by Walker Construction on the subject Property. Therefore, it can be inferred that the level of noise and/or disruption does not exceed anything which would be expected and/or reasonable in an agricultural area, where heavy farming equipment and other machinery is commonplace.

*Hours of Operation* – Walker Construction's presence on the Property varies on a day-to-day basis, and the actual construction operations of the company do not occur on the Property itself. The hours of operation are typical of any construction business, and likely comparable to the hours of the agricultural activities on nearby properties.

*Odours & Fires* – The number of vehicles and length of time they spend running on the Property is very minimal. There is some vehicle/equipment maintenance which occurs on the Property, however, Bob confirms that the vehicles are not running for long periods of time and creating significant fumes. Any fumes or odours which may result from the operation of Walker Construction are likely comparable, or more minimal than those produced by agricultural machinery on nearby properties.

#### **6.2 Possible Contamination of Groundwater & Soils due to Septic Tanks**

As per your presentation in the October Meeting, and as evidenced within the site drawings, there are three (3) septic tanks on the Property. Given the size of the Property and the presence of three separate structures, the septic tanks are both necessary and expected. Bob confirms that each tank was constructed in accordance with code as it was at the time of installation/construction. Contamination of groundwater and soil is a possibility with the use of all septic tanks. This risk is ordinary on many rural properties, where septic systems are commonplace. Bob confirms that he has always maintained, inspected and emptied all septic tanks on the Property, as required and there is no greater risk to groundwater than any other septic tank which may be found on a neighbour's property.

However, should the Municipality have any concerns with the septic tanks or the possibility of contamination on the Property, Bob is agreeable to permit an inspection of the septic tanks, and is committed to making improvements to the system, if that is recommended by the Municipality.

#### **6.3 Storage of Fuels, Noxious or Hazardous Materials**

Given the nature of Walker Construction's use of the Property, it is unsurprising that there is fuel storage. Such practices are typical on agricultural lands (i.e. farms), and the existence and storage of such materials does not fall beyond the common practice of many rural residents.

Bob confirms that any fuels or noxious and hazardous materials stored on the Property are safely and adequately stored. All fuel tanks at the Property are located at an appropriate distance from wells and buildings and in adherence with Fuel Storage Requirements. Should there be any concerns about such storage of fuels or other materials outstanding, Bob is agreeable to an inspection, and/or the imposition of reasonable limits on Walker Construction's operation at the

Property with respect to storage of fuels and other hazardous materials, based on guidance by the Municipality. On occasion, some employees will work at the Property throughout the day to maintain vehicles.

#### 6.4 Paved Parking & Maintenance Area

It is unclear exactly what the concerns are regarding the parking and maintenance areas. However, I can provide insight as to how the areas are used. There are paved parking areas surrounding the Shed, in the northwest corner of the Property, which allow for the parking and storage of the vehicles and equipment of Walker Construction. These areas have been used for these purposes for many years. The Shed is used for vehicle maintenance.

To address such concerns and inconsistencies with the requirements regarding paved parking and maintenance areas, Bob is agreeable to imposing reasonable limits on Walker Construction's operations at the Property, based on guidance from the Municipality.

#### 6.5 Address any Visits from the Conservation Authority or Municipality Regarding the Construction of the Berm & Addressing any Impacts on the Significant Woodlands

Since 1998, Bob confirms that he has received a handful of visits from Middlesex Centre staff, including Jim Reeves and Arnie Marsman. From time to time, they had given him informal directions on improvements to the Property, which Bob complied with. More specific to the concerns regarding the construction of the Berm and impact on woodlands, Bob confirms that there have not been any concerns expressed to him, or communication with the local Conservation Authority.

Bob is committed to ensuring that the uses of the Property create minimal disruption to the natural features of the Property. To address such concerns and inconsistencies with the requirements, Bob is agreeable to imposing limits on Walker Construction's operations at the Property, based on guidance from the Municipality. Additionally, Bob is willing to install trees and vegetation and create additional berms in order to enhance the sightliness of the Property (see below), if guidance is given to do so by the Municipality.

#### 6.6 The Sightliness of the Property & Outdoor Storage

In the October Meeting, and in our May call, you expressed concerns with the general sightliness of the Property, and the requirement for a general improvement in the appearance of the Property, including the minimalization of outdoor storage.

When Bob was formally made aware of the various zoning issues, he and his family immediately took steps to improve the overall sightliness of the Property. These actions included, but are not limited to, removing a significant amount of outdoor storage and debris from the Property and installing trees and vegetation to improve the overall appearance.

It is our understanding that the concerns regarding sightliness and outdoor storage on the Property have previously been addressed. However, should the Municipality have any specific

concerns regarding the overall appearance of the Property, or items which they are not agreeable to remain outdoors at the Property, Bob would be willing to take additional efforts to improve the sightliness of the Property and further minimize the outdoor storage on the Property, based on guidance from the Municipality.

## 7.0 NEXT STEPS

On behalf of Bob, I again wish to communicate his desire to resolve the zoning issues in their entirety. After you have had an opportunity to review this letter and the attached in detail, I would appreciate another call to discuss how we can move forward on the Applications.

Please contact me at your convenience should you have any questions.

Yours very truly,

**HARRISON PENSEA** <sup>LLP</sup>

A handwritten signature in blue ink, appearing to read 'Logan Burnett', with a long horizontal line extending to the right.

Logan Burnett  
LOB/ntr

### **Schedule “A”**

#### **Special Policy Area:**

The land identified as Part of Lot 9, Concession 4 in the geographic Township of Lobo, as shown on Schedule\_\_\_ to this Official Plan, shall be subject to the following policies:

- a) Notwithstanding the designation of the subject lands as Agriculture, a home occupation outside a dwelling unit shall be permitted to allow for the operation of a construction company at the property. The permitted use of the land by the business shall be limited exclusively to the purposes of: (i) a home occupation for the office of R.A. Walker Construction Ltd.; (ii) storage of construction related materials, vehicles and equipment; and (iii) maintenance of construction equipment and vehicles in the accessory shed. The permitted business uses must be contained to the northwest portion of the property, which area will be identified in a Site Plan. The business uses should be integrated in a manner that is compatible with adjacent Agricultural uses.
- b) The applicant shall enter into a Site Plan Agreement with the Municipality, which agreement is to be registered on title to the subject lands. The agreement shall address, among other issues, the size and scale of the business operations on the property, grading and drainage on the property, location and size of paved parking areas, location and permitted use of existing structures, permitted location for storage of construction materials and equipment, septic tanks, fuel storage, and location of berms and other vegetation on the property.
- c) Notwithstanding the policies of this Plan, it is permitted that the two existing single detached dwelling units remain on the property, one on which is permitted to remain a rental unit. It is required that both dwellings remain single family homes and no additional residential units are created.
- d) The establishment of any new uses on the property shall be subject to a further zoning by-law amendment application and any assessments or additional supporting documentation as deemed appropriate by the Municipality.





**Municipality of Middlesex Centre**  
**By-Law 2022-XXX**

**Being a By-Law to adopt Amendment No. 56 to the Official Plan of Middlesex Centre**

**WHEREAS** the Council of the Municipality of Middlesex Centre deems it advisable to amend the Middlesex Centre Official Plan;

**AND WHEREAS** this amendment is consistent with the Provincial Policy Statement, 2020 and is in conformity with the County of Middlesex Official Plan;

**THEREFORE** the Council of the Municipality of Middlesex Centre, in accordance with the provisions of Section 21 of the *Planning Act*, R.S.O. 1990, c. P. 13, hereby enacts as follows:

1. Amendment No. 56 to the Official Plan of the Municipality of Middlesex Centre consisting of the attached text and map schedule is hereby adopted.
2. The Clerk is hereby authorized to make application to the County of Middlesex for approval of the aforementioned Amendment No. 56 to the Official Plan of the Municipality of Middlesex Centre.
3. The By-Law shall come into force and take effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME, AND FINALLY PASSED** this 20<sup>th</sup> day of July, 2022.

Passed this 20<sup>th</sup> day of July, 2022.

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Aina DeViet, Mayor

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James Hutson, Clerk

**AMENDMENT NO. 56**

**TO**

**THE OFFICIAL PLAN**

**OF THE**

**Municipality of Middlesex Centre**

**Location:** The subject property is located on the north side of Melrose Drive and east of Coldstream Road. The subject property is legally described as Concession 4 S Pt Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre.

**Date:** July 20, 2022

**Approval Authority:** County of Middlesex

AMENDMENT NO. 56

To the Official Plan of the Municipality of Middlesex Centre

The attached, constituting Amendment No. 56 to the Official Plan of the Municipality of Middlesex Centre, as authorized by the provisions of Section 22 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of the Municipality of Middlesex Centre by By-law 2022-XXX on the 20<sup>th</sup> day of July, 2022, in accordance with the Planning Act, R.S.O. 1990, c.P.13.

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Aina DeViet, Mayor

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James Hutson, Clerk

AMENDMENT NO. 56

To the Official Plan of the Municipality of Middlesex Centre

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment No. 56

PART C - THE APPENDICES - do not constitute part of this Amendment.



## AMENDMENT NO. 56

### To the Official Plan of the Municipality of Middlesex Centre

#### PART A - THE PREAMBLE

##### 1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment application is to re-designate the subject property from the Agricultural designation to an Agricultural Special Policy Area designation to permit an additional residential unit within an accessory building (existing single detached dwelling).

##### 2.0 LOCATION

The subject property is located on the north side of Melrose Drive and east of Coldstream Road. The subject property is legally described as Concession 4 S PT Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre.

##### 3.0 BASIS OF THE AMENDMENT

Section 16(3) of the Planning Act authorizes Official Plans to contain policies that permit additional residential units and provides the following:

“An official plan shall contain policies that authorize the use of additional residential units by authorizing,

- a) the use of two residential units in a detached house, semi-detached house, or rowhouse; and
- b) the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse.”

Additionally, Section 35.1 requires that council of each local municipality to pass by-laws under section 34 (Zoning by-laws) to give effect to the policies described in subsection 16(3).

The Provincial Policy Statement, 2020 and the County Official Plan require that prime agricultural land are to be preserved for agricultural and agricultural-related uses including a farm residence. The proposal is in keeping with the provincial and regional policy framework for development outside of settlement areas. The proposal is not expected to have any adverse impacts on agricultural activities in the area while allowing for a second unit in an accessory building in addition to the prime residential use on the property.

The Provincial Policy Statement, 2020 also includes policy regarding ‘Housing’ and the requirement ‘to provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area’. Furthermore, Section 1.1.1 of the Provincial Policy Statement speaks to ‘Healthy, liveable and safe communities’ and how they can be sustained. Section 1.1.1b) states that ‘accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional

(including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs’.

## PART B - THE AMENDMENT

### 4.0 DETAILS OF THE AMENDMENT

The document known as the Official Plan of the Municipality of Middlesex Centre is hereby amended:

- i. By amending Section 11.0 of the Official Plan by inserting the following new subsection:

“SPA 41”

The land identified as Special Policy Area #41, as shown on Schedule ‘A’ to this Official Plan, shall be subject to the following policy:

Notwithstanding any other section of the Official Plan, an additional residential unit within an accessory building (existing single detached dwelling) may be permitted in addition to the main residential dwelling.”

- ii. By amending Schedule ‘A’ of the Official Plan the designation on the land described as Concession 4 S PT Lot 9 (geographic Township of Lobo), Municipality of Middlesex Centre as shown and defined on Schedule ‘A’ to this amendment, from Agricultural to Special Policy Area #41.

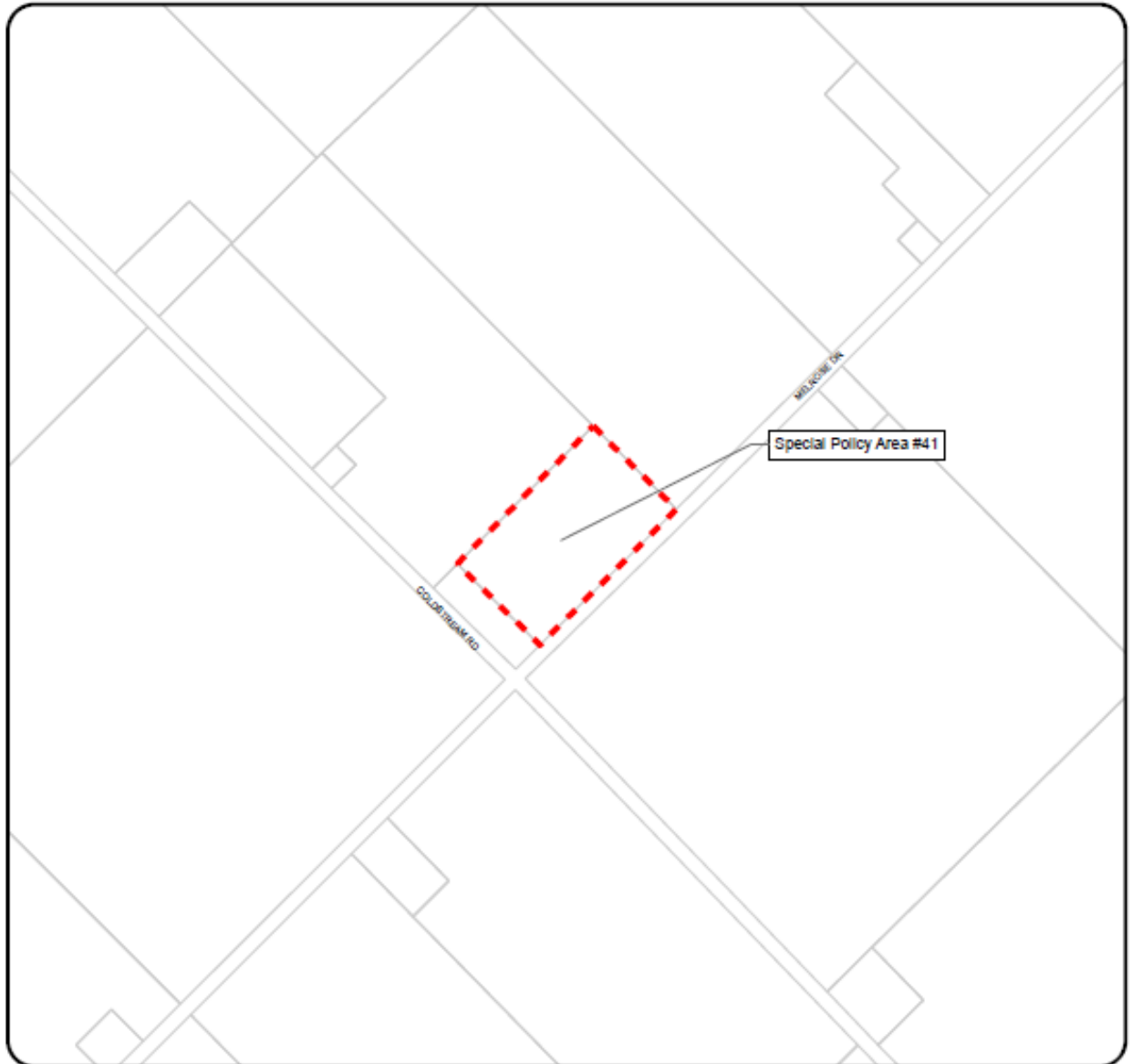
## PART C - THE APPENDICES

## SCHEDULE A: TO OFFICIAL PLAN AMENDMENT #56




### SCHEDULE A: LAND USE PLAN

MUNICIPALITY OF MIDDLESEX CENTRE OFFICIAL PLAN



#### LEGEND

 Special Policy Area

#### Official Plan Designation

 Agriculture

NOTE: Schedules should be read in conjunction with applicable policies of the Plan and other Schedules

SCALE 1:7,500  
0 62.5 125 250 375 500 Meters









**Meeting Date:** October 27, 2021

**Submitted by:** Marion-Frances Cabral, Planner

**Report No:** PLA-82-2021

**Subject:** Applications for Official Plan Amendment (OPA 56) and Zoning By-law Amendment (ZBA-14-2021), filed by Logan Burnett on behalf of Robert Walker

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**Recommendation:**

THAT Report PLA-82-2021 regarding the Official Plan Amendment No. 56 and ZBA-14-2021 for the lands known as 10432 Melrose Drive, be RECEIVED FOR INFORMATION.

**Purpose:**

The purpose of this report is to provide Council with information regarding an Official Plan Amendment and Zoning By-law Amendment for a property located on the north side of Melrose Drive and east of Coldstream Road.

A location map is included as Attachment 1.

**Background:**

The purpose and effect of the Official Plan Amendment application is to re-designate the subject lands from the Agricultural designation to an Agricultural Special Policy Area designation to allow a second detached dwelling, a home occupation in an accessory building and outdoor storage associated with the home occupation.

The purpose and effect of the Zoning By-law Amendment application is to rezone the subject lands from the Agricultural (A1) zone to a site-specific Agricultural (A1-37) zone to permit a two single detached dwelling units on the subject lands, a home occupation in a detached, accessory structure that exceeds the lesser of 25% of the total floor area of the dwelling unit or 40 m<sup>2</sup> (430 ft<sup>2</sup>). Additionally, the zoning by-law amendment would permit outdoor storage associated with the home occupation.

The subject lands are approximately 4.04 ha (10 ha) in area and is located on the north side of Melrose Drive and east of Coldstream Road.

The subject lands contain two single detached dwellings that have separate private servicing and are not located within proximity of each other. A storage barn (shed) and yard for the business 'Walker Construction' is located on the western side of the subject lands and is contains its on septic system. An auxiliary trailer storage and outdoor parking is located on the northern side of the subject lands. The subject lands are not actively farmed and contain grassed areas and a pond within proximity to the single detached dwellings and the storage barn. Regulated area and Significant Woodland is located on the eastern portion of the site. A site plan sketch of the subject lands is provided in Attachment 2.

The Owner is not proposing to construct any new buildings as a result of the applications.

As part of the application the agent identified that Walker Construction, owned by the Owner of the subject lands, has operated on the subject lands since 1998. The business provides 'excavation, paving, septic installation, haulage and demolition services' for the construction industry. Further 'Walker Construction's use of the Property is limited to the storing of materials, equipment, vehicles as well as the use of a large accessory shed at the rear of the Property for maintenance of equipment'. The agent further advised that 1-3 employees are on the subject lands on a daily basis during a workweek. An office associated with the business is located within 1 of the 2 single detached dwellings where the Owner resides.

The Owner has indicated that their residence (single detached dwelling) was constructed in 1951 and storage barn was construction in 1955. The residence was previously used as a duplex but has since been converted back to a single family home. The second single detached dwelling was constructed in 1988 and is leased. The Agent and Owner have not indicated if the second single detached dwelling is a legal non-complying building and use per sections 4.20 and 4.21 of the Zoning By-law. Additional details about the business and use of the single detached dwellings can be found in Attachment 3.

In January 2021, the Municipality provided a letter to the Owner outlining 7 issues related to compliance to the Zoning By-law, Building By-law and Site Alteration By-law. By way of the requested Official Plan and Zoning By-law amendments seek to rectify the following 5 issues: 1) Dwelling in accessory building and duplex; 2) and 3) compliance with Township of Lobo Zoning By-law 95-100 related to Home Occupations; 4) compliance with Municipality of Middlesex Centre 2005-005 related to Open Storage; and 5) compliance with Municipality of Middlesex Centre 2005-005 related to sea containers and truck boxes. The letter provided options to rectify the issues including complete removal of the buildings and/or uses, or by seeking approval from the Municipality by way of a zoning by-law amendment.

A follow-up letter was provided to the Owner in June 2021 which identified that same issues and a compliance date of August 3, 2021. The Owner and Agent provided a letter to the Municipality detailing the steps taken to address the Issues including the removal of the duplex dwelling, sea containers and truck boxes. All other planning related issues are to be addressed through the Official Plan and Zoning By-law amendments.

## **Policy Regulation:**

### **Provincial Policy Statement, 2020:**

Section 3 of the Planning Act requires all decisions made under the Act “to be consistent with” the Provincial Policy Statement, 2020 (PPS). The following PPS policies are relevant to the proposed development and need to be considered when evaluating the subject applications.

Section 1.1.1 of the PPS speaks to ‘Healthy, liveable and safe communities’ and how they can be sustained. Section 1.1.1b) states that ‘accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional, recreation, park and open space, and other uses to meet long-term needs’.

Section 1.4 of the PPS speaks to ‘Housing’ and the requirement ‘to provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area’.

Section 1.7 of the PPS provides direction to support the long-term economic prosperity of communities including promoting opportunities for economic development and community investment-readiness and encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce.

Section 2.3 of the PPS speaks to prime agricultural areas and the long-term protection of these areas for agricultural use. Permitted uses within prime agricultural areas include: agricultural uses, agricultural-related uses, and on-farm diversified uses. Policy 2.3.6 of the PPS addresses non-agricultural uses in prime agricultural areas. The PPS directs that limited non-residential uses may be permitted within a prime agricultural area subject to evaluation criteria.

### **Middlesex County’s Official Plan**

The County of Middlesex Official Plan designates the subject property as Agricultural Area. The County Plan recognizes agriculture as the predominant land use and an economic mainstay within the County. The Agricultural Areas policies are intended to protect agricultural lands from the intrusion of land uses that are not compatible with agricultural operations. Incompatible uses are frequently identified as non-farm related residential dwellings on small lots.

Section 2.3.7 of the County of Middlesex Official Plan speaks to housing policies and states that, 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.

Section 3.3 provide land use policy direction for Agricultural Areas including permitted uses. The Official Plan recognizes that the Agricultural Area shall be preserved and strengthened to sustain the industry by limiting farm division, encouraging consolidations and directing non-agricultural uses away from the Agricultural Area. Permitted uses including up to two farm residences provided the second farm residence is a temporary residential unit, home occupation and farm related commercial and industrial uses in accordance with section 3.3.5 of the County Official Plan.

Section 3.3.5 acknowledges the importance of farm related commercial and industrial uses in Agricultural Areas. Examples include feed mills, grain drying, abattoirs, and kennels. Farm related commercial and industrial uses should be considered in the Agricultural Area if the operation cannot reasonably be located in a Settlement Area and must be in proximity to farming activities, the use complies with the Minimum Distance Separation Formula, the use does not require or generate large volumes of water, and the operation is located to minimize potential adverse impacts on adjacent residential or other sensitive land uses. Operations are subject to the site plan policies and zoning by-law of the local municipality, and must provide minimum sight distances along County or local roads.

Section 3.3.6 provides direction for home industries in Agricultural Areas. Home industries comprise a gainful occupation conducted in whole or in part in an accessory buildings (e.g. shed, farm building) by a member of the family and up to three non-family members. In order to ensure that the scale of the home industry is clearly accessory to the residential or farm use, on lots less than 1.0 ha in size, the gross floor area of the home industry shall not exceed the gross floor area of the residential unit. Home industries shall have no negative impact on the Natural System. Outside storage associated with a home industry shall be limited in scale and be screened from view from surrounding roads.

The County Official Plan does not provide direction on home occupations, however, they are recognized as a use within the Agricultural Area. A home occupation is defined as a commercial or industrial use which is carried out on the same lot as a residential or farm use but which is not the main use of (the) property. The home occupation shall be located, in the case of a farm, in buildings other than the house.

### **Middlesex Centre's Official Plan**

As mentioned the subject property is designated 'Agricultural' by Middlesex Centre's Official Plan and contains Significant Woodland on the northwestern portion of the lands. Agricultural and agriculture-related uses, and secondary uses including home occupations are permitted in Agricultural areas. This includes all forms of farming, including a principal farm dwelling, related buildings and structures, practices and uses of land.

Notwithstanding the permitted uses in section 2.3 of the Official Plan, non-farm residences which existed prior to the establishment of Middlesex Centre on January 1, 1998 may be used, altered, reconstructed, repaired and renovated provided that the



reconstruction, repair or renovation, as the case may be, is undertaken in full compliance with all applicable law.

Non-agricultural urban uses within agricultural areas are prohibited, unless permitted in the Official Plan, in order to protect agricultural areas from interference or encroachment from conflicting land uses or uses which could reduce or negatively impact the future flexibility or efficiency of agricultural operations.

Section 2.4 provides policies for agriculturally related commercial and industrial development. These uses are directly related to agriculture, and required in close proximity to farming operations. These uses are generally encouraged to locate within settlement areas except they are essential to the functioning of agriculture or would cause conflicts in settlement area. These types of uses may include feed mills, livestock assembly yards and slaughter houses.

This section also allows for some agriculture related tourism or recreational uses to be permitted if it is determined that no negative impacts on nearby agricultural operations will result, and a determination that the use will not contribute to land use conflicts.

When considering the establishment of new agriculturally related commercial, industrial or tourism uses, or the expansion of existing uses of this type, Council will consider the following criteria:

- a) The loss of productive farm land in the accommodating of such uses, shall be discouraged. Uses will be encouraged to locate on lands of lower soil capability or lands proven to be unsuitable for farming due to lot size, shape or topography.
- b) The amount of land devoted to the use shall include only the minimum necessary to support the use and its servicing needs.
- c) The use must not require municipal sewer or water services. The method of servicing shall require approval by the appropriate regulatory bodies. Any industrial use shall be “dry” in nature.
- d) Access shall be available from a public road of reasonable construction and year round maintenance. Development is encouraged on a hard-surface, dust-free road.

Access to Provincial Highways for agriculturally related commercial and industrial development uses will be subject to the review and approval of the Ministry of Transportation (MTO). An entrance permit from the MTO will be required for the change in use of the access. The entrance permit will identify the primary land use (i.e. farmstead) with a specific secondary land use for the agriculturally related commercial or industrial use.

In addition, the MTO would not support a future severance where a property owner wishes to separate the agriculturally related commercial and industrial use from

the property where a new entrance from the highway for the new lot of record would be required.

- e) A site plan agreement shall be entered into with the Municipality. Such an agreement will require particulars relating to, at a minimum, access, traffic, drainage, and grading.
- f) Where a severance of land is necessary to accommodate such a use, the severance policies in Section 10.3 of this Plan will apply.
- g) Compliance with minimum distance separation shall be required where a proposed agriculturally related commercial or industrial use is in proximity to livestock and/or poultry operations. The Municipality may exercise discretion, through the consideration of Minor Variance applications, based on the proposed type of commercial or industrial use, and the extent of its sensitivity to agricultural activities. Input from the appropriate agencies with respect to Minor Variance request will be sought by the Municipality. This Plan recognizes that such agriculturally related commercial or industrial uses may also have negative impacts on adjacent agricultural operations. Minimum distance separation shall also be used to address impact of such uses on sensitive agricultural uses.
- h) Adequate separation distances and buffering shall be required where such uses are proposed adjacent to existing residential or other sensitive uses. Adequate visual buffering or landscaping will be required where such uses may generally impact the agricultural or rural character of the Municipality.

Section 9.2.2 provides direction to the permission of Home Occupations within or outside of settlement areas to support the changing lifestyles of residents and promote economic development.

Additionally the following policies also apply:

- a) For home occupations outside of settlement areas, the scale of the home occupation must be clearly accessory to the residential or farm use.
- b) For home occupations in settlement areas, no customer parking should be required. Only small scale signage so as to not impact the residential character of the lot and neighbourhood in question, shall be permitted
- c) Home occupations within settlement areas will be clearly subordinate to the primary residential use, and will not require alterations which interfere with the residential character of the structure. Such uses will not be permitted if they generated uncharacteristic traffic of a residential neighbourhood, or require outdoor storage of goods or materials, or will otherwise disrupt the peaceful and quiet enjoyment of other residential properties in the neighbourhood.
- d) Outside storage associated with home occupations will not be permitted.

- e) Home occupations shall not negatively impact natural areas as identified in this Plan.
- f) Home occupations may be regulated by the Municipality through the Municipal Zoning By-law or other by-law in licencing procedure.
- g) Home occupations may be regulated by the Municipality through the Municipal Zoning By-law or other by-law or licensing procedure.

In Section 10.1 of the Official Plan it is noted that the Plan may be amended upon consideration of all relevant issues relating to the public interest. It is further noted that the Municipality shall give consideration to the following criteria:

- a) Does the proposed amendment relate and conform to the vision for the Municipality of Middlesex Centre?
- b) Is there a demonstrated need or justification for the proposed change?
- c) Is the amendment in keeping with the Provincial and County policy?
- d) What are the effects of the proposed change on the demand for Municipal services, infrastructure, and facilities?
- e) Can the land affected by the application be adequately serviced to accommodate the proposed development? Are improvements necessary to adequately service the lands in question?
- f) What impacts will the proposed development have on surrounding land uses, traffic systems, infrastructure and servicing, settlement or Municipal character, features or structures of cultural heritage importance, and natural environment features? Can negative impacts be mitigated or eliminated?

### **Middlesex Centre's Zoning By-law**

The subject property is zoned 'Agricultural (A1)' in Middlesex Centre's Zoning By-law. The current zoning permits agricultural and agricultural-related uses, a single detached dwelling, a converted dwelling and home occupation.

A maximum of one single detached dwelling or one converted dwelling or one bed and breakfast establishment is permitted on each lot. Secondary or additional residential units are not currently permitted in the zoning by-law.

Section 4.10 of the zoning by-law provides additional direction for home occupations in any zone unless otherwise indicated.

- (a) A home occupation shall be secondary to a dwelling unit occupied by the owner or tenant thereof as the principal residence and location within a zone in which a home occupation is specifically listed as a permitted use;

- (b) a home occupation shall not employ more than one person who does not reside in the dwelling unit, being the site of the home occupation;
- (c) the total floor area of the dwelling unit, including basement area, used for the home occupation shall not exceed twenty-five percent (25%) of the total floor area of the dwelling unit or 40.0 m<sup>2</sup> (430 ft<sup>2</sup>), whichever is the lesser;
- (d) a home occupation shall not be permitted within an accessory building or structure in any Residential Zone or any Agricultural Zone where a single detached dwelling is the main use;
- (e) open storage shall not be permitted;
- (f) the external character of the dwelling as a residence shall not change or create a nuisance, particularly in regard to noise, odour, dust and refuse;
- (g) no parking in addition to the required parking for the dwelling unit shall be created; and,
- (h) there shall be no externally visible indications that a home occupation is being conducted within a dwelling unit, except that a sign no larger than 0.4 m<sup>2</sup> (4.3 ft<sup>2</sup>) shall be permitted.

The letters from the Municipality cite non-compliance with the former Township of Lobo Zoning By-law No 95-100.

Section 3.10 in the former Township of Lobo Zoning By-law states that no home occupation shall be permitted within any zone except in accordance with the following provisions:

- (a) A home occupation shall be secondary to a single dwelling occupied by the owner or tenant thereof as his principal residence and located within a zone in which a home occupation is specifically listed as a permitted use.
- (b) At no time shall any home occupation employ more than one person who does not reside in the dwelling to which such home occupation is secondary.
- (c) Not more than 25 per cent of the total dwelling unit area of any dwelling unit shall be used primarily for a home occupation and any area so used shall be over and above the minimum dwelling unit area required hereby for such dwelling unit
- (d) A home occupation may occur within an accessory structure in an Agricultural Zone, except where a dwelling is the main use of the lot, and within a Commercial/Industrial Zone, but not in any Residential Zone.



- (e) The home occupation shall be clearly incidental and secondary to the main residential use to which it is associated and shall not change the residential character of the dwelling.
- (f) There shall be no externally visible indications that a home occupation is being carried on within a dwelling unit, except that one sign no larger than 0.4 square metre (4.3 sq. ft) may be displayed, bearing the name and the occupation of the resident.
- (g) No home occupation shall create or become a public nuisance, particularly with regard to noise, traffic, emissions, parking or radio or television interference, nor shall any open storage be permitted in conjunction with a home occupation except in accordance with the provisions of Subsection 3.15 hereof.
- (h) None of the following uses shall be considered a home occupation unless such use is specifically permitted herein:
  - (i) an automotive use;
  - (ii) a hospital;
  - (iii) a veterinarian's clinic;
  - (iv) a restaurant;
  - (v) a refreshment room;
  - (vi) a transport terminal;
  - (vii) a salvage yard;
  - (viii) a convenience store;
  - (ix) a funeral home.

### **Consultation:**

Notice of Complete Application and Public Meeting were circulated to agencies, as well as property owners in accordance with the *Planning Act* and Ontario Regulation 545/06 and 543/06.

### **Agency Comments:**

At the time of writing the subject report the following comments had been received:

The Municipality's Chief Building Official did not provide comments at the time of writing this report.

The Public Works and Engineering Department reviewed the applications and do not have any concerns.

Upper Thames River Conservation Authority did not provide comments at the time of writing this report.

County of Middlesex Planning Department reviewed the applications with the proponent prior to submission. Based on the description of the business provided by the applicant, County Planning staff advised the applicant that the operation on site represented an industrial use like a contractor's yard which is generally not supported in agricultural areas and uses like these are directed to nearby settlement areas. The Zoning By-law defines a Contractor's Yard or Shop as the "use of land, buildings, or structures, or portion thereof, for the purpose of storing equipment, vehicles, or material, or for performing shop work or assembly work by any building trade or other construction contractor".

County Planning also reviewed the housing policies of the Municipality and County. Generally there is support for additional residential units that are secondary and accessory to the main dwelling. Additional residential units are generally contained within the main dwelling or an accessory structure, and located within proximity to the main dwelling to share services, to avoid furthering severing of an agricultural parcel, and to avoid the consumption of additional agricultural lands.

### Next Steps

Following the initial meeting outlining the intended change of the property, staff will take all comments into consideration from internal and external stakeholders and report back at a future date on the application.

### **Financial Implications:**

None.

### **Strategic Plan:**

This matter aligns with following strategic priorities:

- Vibrant Local Economy

### **Attachments:**

Attachment 1 – Location Map

Attachment 2 – Site Plan sketches

Attachment 3 – Covering Letter Provided by Agent



## Committee of the Whole

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**Meeting Date:** September 13, 2022  
**Submitted by:** Marci Ivanic, Legislative Services Manager/Clerk  
**SUBJECT:** 2023 Middlesex County Council and Library Board Meeting Calendar

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### **BACKGROUND:**

Each year, County Council distributes a calendar that outlines the Council and Library Board meetings, as well as conferences. By producing the calendar well in advance of the upcoming year, we run the risk of necessitating a few changes to the schedule throughout the year. However, this negative is balanced by the positive impact associated with providing an early indication to local municipalities and Middlesex organizations of our intended meeting dates.

### **ANALYSIS:**

The 2022 Meeting Calendar was approved on September 14, 2021 and has been revised twice this year. Further revisions to the Library Board meeting calendar are required. The proposed schedule for Library Board for the remainder of the year is as follows: September 27, 2022, November 15, 2022 and December 6, 2022.

The 2023 Calendar was created in a similar fashion to previous years. The meeting dates were selected in an effort to utilize the second and fourth Tuesdays of the month for County Council meetings beginning at 1:00 pm.

Middlesex County Library Board meetings are scheduled for January, March, May, September, October, November and December with a 10:30 am start time.

With respect to County Council, there is only one meeting in January and February as per past practice. This meeting will be held on the third Tuesday of the month.

The Budget Meeting is tentatively scheduled for March 14<sup>th</sup> at 10:00 am (to be confirmed by the budget meeting schedule).

There will be one meeting in April, June, July, and August to accommodate conferences.

The Inaugural is tentatively scheduled for Thursday, December 7, 2023. The regular December County Council meeting is scheduled for Tuesday, December 12, 2023.

Occasionally, because of there being only one meeting in January, February, April, June, July and August, we may need to bring a few more reports directly to County Council as #8 – New Business. Every attempt will be made to ensure that all reports are attached to the agenda in advance of the meeting, which will allow Council time to review all reports.

All conferences have been listed in the calendar. The calendar will be revised as changes and/or updates are received.

**RECOMMENDATION:**

THAT the Library Board meetings for the remainder of 2022 be scheduled for September 27, 2022, November 15, 2022 and December 6, 2022;

THAT the 2023 County Council and Library Board meeting schedule be approved as presented;

THAT if required, a special County Council meeting may be called by the Warden; and

THAT upon approval by County Council, copies of the 2023 Meeting Calendar be circulated to County Councillors and local municipalities.



January						
S	M	T	W	Th	F	S
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February						
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30						

May						
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June						
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July						
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23	24	25	26	27	28	29
30	31					

August						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		









September						
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17	18	19	20	21	22	23
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October						
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29	30	31				

November						
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## Legend

	County Council		FCM		OSUM
	Library Board		AMO		BUDGET
	Good Roads		ROMA		



## Committee of the Whole

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**Meeting Date:** September 13, 2022

**Submitted by:** Chris Traini, P.Eng.

**GM Infrastructure/Deputy CAO/County Engineer**

**Subject:** Consolidated Highway By-law

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### **BACKGROUND:**

Under the authority of the Municipal Act municipalities across Ontario have the power to regulate activities along public highways under their jurisdiction. The County of Middlesex currently regulates these activities under a number of separate by-laws. Since these by-laws are due to be updated the County Engineer and County Clerk are recommending these be consolidated under a single highway by-law.

### **ANALYSIS:**

A copy of the consolidated highways by-law is attached for review. This by-law regulates a variety of activities along highways under the jurisdiction of Middlesex County some of which are highlighted below:

#### **ENTRANCE PERMITS**

One of the highest priorities of the County roads department is the regulation of access to public highways. The cumulative impact of the number of access points to a road directly reduces the overall efficiency and safety of the associated roadway. Improperly constructed or located entrance can also create a hazard to road users. The consolidated highway by-law provides direction to land owners for the standards and requirements for the construction of new accesses to County roads.

The location and number of accesses permitted to each property are defined by the proposed use of the lands as well as the characteristics of the County road. The by-law also prescribes policies for reducing the total number of access by requiring shared driveways for new direct fronting residential developments on rural roads, and directing new access to secondary or less busy roadways for developments on corner lots.

These requirements are facilitated during the planning process for new development through the use of reserves and easements at the time of subdivision, site plan or condominium approvals.

Developers are also required through the entrance permit process to construct road improvements, such as turning lanes, as part of this process. The County also has the ability to require additional engineering studies and plans for any sites that have a direct or indirect impact on the functionality of the County road system.

## **WORK PERMITS**

The by-law prescribes the conditions for approval of work being undertaken within County road allowances. The work permit process requires contractors to submit engineering plans to the County for review and approval and provides conditions to be followed for the work to be undertaken in a safe manner and in accordance with provincial regulations. A security deposit based on the scope of the work to be completed is retained through the permitting process to ensure that the work meets the County expectations and any road restoration is completed to the satisfaction of the County.

## **OVERWEIGHT/OVERDIMENSIONAL LOADS**

The allowable size and weight of vehicles permitted on public highways in Ontario are defined in the Highway Traffic Act. This Act allows municipalities to permit over dimensional and/or overweight vehicles to use roads under their jurisdiction. The formal permitting of these activities is regulated under the consolidated highway by-law.

A 'graduated' scale of permitting is used depending on the size and weight of the vehicle. Requirements include special vehicle signage, escort vehicles, and structural analysis of roads and bridges for extremely heavy loads. The vehicle operator is responsible for the cost of any engineering studies or escort vehicles, and depending on the size and weight of the vehicle may be required to place a security deposit with the County to account for any damages resulting from the load moving through Middlesex.

Note that these requirements do not generally apply to vehicles used for agricultural activities. While the size and weight of some farm equipment may be of concern, as long as this equipment is being utilized for normal farming practices and being operated in a safe manner the County fully supports the use of the highway system for this equipment and would not intend to create unnecessary barriers to agricultural activities in Middlesex County.

## **SALES PERMITS**

The sale of goods within the right of way of public highways is not permitted without the authority of the County of Middlesex. Although this activity is generally rare, the by-law permits the County to allow for temporary use of parts of the right of way for sales during the summer/fall and during special events.

## **PARKING**

Middlesex County does not have the capacity to provide parking enforcement along County roads. The by-law to delegate the authority to enforce parking and collection of related fines to local municipal by-law enforcement activities is separate from the consolidated highway by-law. The County Parking By-law #6208 will be amended as part of the recommendation of this report at the next County Council meeting.

## **FEES**

Permit fees are established under the user fee and service charges by-law which is updated from time to time to reflect the actual costs associated with delivering services prescribed in the consolidated highway by-law. Costs are estimated based on staff time and equipment usage to administer permits and complete associated inspections or other related activities. These fees are defined under a separate by-law since they are updated on a more regular basis and repealing and passing a new consolidated highway by-law is a more onerous process.

## **OFFENCES**

The consolidated by-law includes a schedule identifying fines for offences under this by-law such as failure to obtain a permit or unauthorized highway closures. These fines are as prescribed under the Provincial Offences Act.

## **RECOMMENDATION:**

THAT the proposed County Highway By-law (Appendix A) and the proposed By-law to amend Parking By-law #6208 (Appendix B) be introduced at the September 27, 2022 meeting of County Council.



**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**BY-LAW NUMBER \_\_\_\_\_**

**WHEREAS:**

- A. Section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and (b) enhance their ability to respond to municipal issues;
- B. Subsection 8(3) of the *Municipal Act, 2001* provides that a by-law passed under section 11 respecting a matter may provide for a system of licenses, permits, approvals or registrations regarding matters that are so regulated;
- C. Section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;
- D. Section 11(3) of the *Municipal Act* provides that a municipality may pass by-laws respecting highways under its jurisdiction;
- E. Section 391(1) of the *Municipal Act* provides that a municipality may pass by-laws imposing fees or charges on any person for services or activities provided by the municipality or done on behalf of it;
- F. Section 429 (1) of the *Municipal Act* provides that a municipality may establish a system of fines for a by-law passed under the Act;
- G. Section 444 of the *Municipal Act* provides that a municipality may make an order to require a person to discontinue contravening a by-law and to do the work required to correct the contravention;
- H. Section 446 of the *Municipal Act* provides that a municipality may proceed to do things at a person's expense which that person is otherwise required to do under a by-law, but has failed to do and the costs incurred by a municipality may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;
- I. Section 110 of the *Highway Traffic Act*, RSO 1990, c. H.8, as amended or replaced, provides that a municipality may grant a permit for the use of a highway by a vehicle or combination of vehicles in excess of the dimensional and weight limits set out therein;
- J. The Council of the Corporation of the County of Middlesex deems it necessary and desirable to:
  - i. regulate the use, construction and alteration of private roads, entrance ways or other facilities that permit access to County highways and to provide for the issuing of permits related thereto;
  - ii. regulate work on County highways and to provide for the issuing of permits related thereto;
  - iii. regulate the use of County highways by oversized vehicles and to provide for the issuing of permits related thereto;
  - iv. regulate the sale of items on County highways and to provide for the issuing of permits related thereto; and
  - v. prohibit obstructions or projections onto County highways.

**NOW THEREFORE** the Council for the Corporation of the County of Middlesex enacts as a By-law the following:

## 1.0 DEFINITIONS

1.1 In this By-law the following terms have the following meanings:

- (a) **"Applicant"** means the applicant for an Entrance Permit, Work Permit, Oversized Load Permit, or Sales Permit as the context requires.
- (b) **"Council"** means the Council of the Corporation of the County of Middlesex.
- (c) **"County"** means the Corporation of the County of Middlesex.
- (d) **"County Engineer"** means the individual appointed by the Council of the Corporation of the County of Middlesex as the County Engineer or his or her designate.
- (e) **"Development"** means any land-use or activity that creates an impact on the County transportation system, as determined by the County Engineer in his sole and absolute discretion, including but not limited to any land-use or activity requiring an application to the appropriate approval authority under the *Planning Act*.
- (f) **"Developer"** means the Person responsible for a Development.
- (g) **"Entrance Permit"** means a permit, with or without conditions, issued by the County Engineer authorizing the Applicant to construct or alter or cause to be constructed or altered, or to make or permit any change of use of, any private road, gate or other structure or facility that permits access to any Highway.
- (h) **"Highway"** means all roads included in the County of Middlesex road system as defined in By-law 5399 of the Corporation of the County of Middlesex and any amending By-laws thereto, and includes one or both of the following: (a) any street, road, avenue, parkway, lane, driveway, boulevard, sidewalk, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles or persons, or (b) the area between the lateral property lines of any highway or road allowance including any curbs, gutters, boulevards, culverts, ditches and retaining wall.
- (i) **"Highway Improvement"** includes, but is not limited to, existing intersection and interchange improvements; new intersections, interchanges and grade separations; widening and alterations to lane configurations; signalization and illumination; drainage works; and other actions designed to enhance the safety and functional integrity of the highway.
- (j) **"Highway Traffic Act"** means the *Highway Traffic Act*, RSO 1990, c. H.8, as amended or replaced.
- (k) **"Infrastructure"** includes, but is not limited to, any public or private utility structure, copper or coaxial wire, fibre optic cable, pipe, conduit, pedestal, cabinet, antenna, vault, support structure, bus stop facility, culvert, noise barrier, fence, guiderail, barricade, traffic island, traffic control device, sign, light, rail facility, pavement, subgrade, manhole, catch basin, handwell, valve chamber, valve box, curb, gutter, sidewalk, driveway, mailbox, hydrant, sod, berm, ditch or watercourse.
- (l) **"Local Municipality"** means any one or more of the following: The Corporation of the Township of Adelaide-Metcalfe; The Corporation of the Township of Lucan Biddulph; The Corporation of the Municipality of Middlesex Centre; The Corporation of the Municipality of North Middlesex; The Corporation of the Municipality of Southwest Middlesex; The Corporation of the Municipality of Strathroy-Caradoc; The Corporation of the Municipality of Thames Centre; and The Corporation of the Village of Newbury.

## Appendix "A"

- (m) **"Municipal Act, 2001"** means *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced.
- (n) **"Municipal Law Enforcement Officer"** means a by-law enforcement officer appointed by the County or a Local Municipality.
- (o) **"Oversized Load Permit"** means a permit for the use of a Highway by a vehicle or combination of vehicles in excess of the dimensional limits or weight limits set out in section 109 and Part VIII of the *Highway Traffic Act*, respectively.
- (p) **"Permit"** means an Entrance Permit, a Work Permit or a Sales Permit, but does not include an Oversized Load Permit.
- (q) **"Person"** includes a corporation.
- (r) **"Planning Act"** means *Planning Act*, RSO 1990, c. P.13, as amended or replaced.
- (s) **"Provincial Offences Act"** means the *Provincial Offences Act*, RSO 1990, c P.33, as amended or replaced.
- (t) **"Sales Permit"** means a permit, with or without conditions, issued by the County Engineer authorizing the Applicant to sell items in, on, over, under, across or along a Highway.
- (u) **"Warranty Period"** means a period of twelve (12) months following the date of the final repair of the Highway by the Applicant.
- (v) **"Work"** means any excavation, cut or trench or other activity or project to install, construct, place, move, remove, relocate, adjust, alter, clean, maintain, test, repair, replace, improve, or restore Infrastructure in, on, over, under, across or along a Highway including any work that extends from a Highway to private property or on an unopened County road or any occupation of a Highway for work adjacent to a Highway, but does not include very short duration work undertaken by staff of a local municipality, work undertaken by County staff or work requiring the issuance of an Entrance Permit;
- (w) **"Work Permit"** means a permit, with or without conditions, issued by the County Engineer authorizing the Applicant to perform Work in, on, over, under, across or along a Highway.

## 2.0 ENTRANCE PERMITS

- 2.1 No Person shall (i) construct or alter or cause to be constructed or altered; or (ii) make or permit any change of use of; any private road, gate or other structure or facility that permits access to any Highway, unless such access has been approved by the County Engineer as evidenced by the issuance of an Entrance Permit.
- 2.2 Right in and right out entrances shall not be permitted on any Highway.
- 2.3 The County Engineer may issue an Entrance Permit, with or without conditions, in accordance with the standards and policies set out in *Schedule "A"* of this By-law.
- 2.4 If required by the County Engineer, the Applicant shall submit engineering drawings, signed and stamped by a licensed professional engineer qualified to practice in the Province of Ontario, for approval by the County Engineer, inclusive of detailed designs and specifications, demonstrating details of the proposed construction.
- 2.5 An Entrance Permit shall be in the form specified by the County Engineer and, where necessary, include the terms and conditions for the construction, alteration, or use of the proposed access as required by the County Engineer.

## Appendix "A"

- 2.6 All costs associated with an Entrance Permit and the activities to be undertaken in connection with the terms and conditions of the Entrance Permit, shall be the responsibility of the Applicant.
- 2.7 The County Engineer or any employee of the Corporation of the County of Middlesex who acts at the direction of the County Engineer is hereby authorized to order the improvement or removal from any Highway any entrance that does not conform to the requirements of this By-law at the expense of the owner of the lands to which the entrance serves, failing which the County may complete said improvement or removal at the expense of the owner.

### **3.0 WORK PERMITS**

- 3.1 No Person shall undertake Work in, on, over, under, across or along any Highway without first having obtained the approval of the County Engineer as evidenced by the issuance of a Work Permit.
- 3.2 A Work Permit is not required for an owner or occupant to plant and maintain a grassed area and landscape upon the portion of a Highway which abuts the owner or occupant's premises.
- 3.3 The County Engineer may issue a Work Permit, with or without conditions, in accordance with this By-law.
- 3.4 Where required by the County Engineer, the Applicant shall submit engineering drawings, signed and stamped by a licensed professional engineer qualified to practice in the Province of Ontario, for approval by the County Engineer, inclusive of detailed designs and specifications, demonstrating details of the proposed Work.
- 3.5 A Work Permit shall be in the form specified by the County Engineer and, where necessary, include the terms and conditions for the Work as required by the County Engineer.
- 3.6 All costs associated with a Work Permit and the Work to be undertaken in accordance with the terms and conditions of the Work Permit, shall be the responsibility of the Applicant.
- 3.7 Subject to the terms of any applicable legal agreement, the County Engineer is hereby authorized to order an owner to repair, remove or relocate, at the expense of the owner, any Infrastructure located in, on, over, under, across or along a Highway for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health or the proper functioning of public services, failing which, in addition to any other remedy the County may have, the County Engineer is hereby authorized to cause said repair, removal or relocation at the expense of the owner.

### **4.0 SALES PERMIT**

- 4.1 No Person shall, either directly or indirectly, either by himself or by permitting or authorizing others, sell, display or offer for sale any goods or otherwise conduct any retail sales in, on, over, under, across or along a Highway without first having obtained the approval of the County Engineer as evidenced by the issuance of a Sales Permit.
- 4.2 The County Engineer may issue a Sales Permit, with or without conditions.
- 4.3 A Sales Permit shall be in the form specified by the County Engineer and may, where necessary, include terms and conditions.



4.4 All costs associated with a Sales Permit and the activities to be undertaken in connection with the terms and conditions of the Sales Permit, shall be the responsibility of the Applicant.

4.5 The County Engineer or any employee of the Corporation of the County of Middlesex who acts at the direction of the County Engineer is hereby authorized to order the removal from any Highway any sales operation that does not conform to the requirements of this By-law at the expense of the owner, failing which the County may complete said removal at the expense of the owner.

## **5.0 REFUSAL, EXTENSION OR REVOCATION OF AN ENTRANCE, WORK OR SALES PERMIT**

5.1 The County Engineer may refuse to grant a Permit to any Applicant for any of the following reasons:

- (a) persistent and/or serious violations of any condition of a Permit of the same type previously issued to the Applicant;
- (b) non-payment or late payment of monies due to the County as a result of inspection, or of any necessary work undertaken by the County, in the course of administering any provision of this By-Law;
- (c) where Highway construction, reconstruction or resurfacing has occurred within the previous three years of the proposed road cut; or
- (d) such other reason as the County Engineer may deem proper which reason shall be delivered in writing to the Applicant, if so requested.

5.2 At any time after the County Engineer has granted a Permit, the County Engineer may:

- (a) Impose a condition on the Permit, upon giving notice to the Applicant;
- (b) Extend the Permit to allow for additional activities or time, at the request of the Applicant.

5.3 At any time after the County Engineer has granted a Permit, the County Engineer may revoke or suspend the Permit.

## **6.0 FEES, TRANSFERABILITY AND EXPIRY**

6.1 For each Permit application, the Applicant shall pay the Permit fees identified in County of Middlesex By-law #6410, A By-law to Establish User Fees and Service Charges for Transportation Services, as amended or replaced.

6.2 A Permit is not transferrable without the written consent of the County Engineer.

6.3 A Permit is valid for the period of time identified on the Permit.

6.4 With respect to Entrance and Work Permits, if the activity authorized by the Permit is not completed to the satisfaction of the County within the required period of time, the Permit will automatically expire.

## **7.0 SECURITY**

7.1 Every Applicant for an Entrance or Work Permit shall provide a security deposit in an amount to be determined by the County Engineer having regard to the size and scope of the activity to be undertaken in connection with the Entrance or Work Permit. Such security may be drawn upon by the County for any costs incurred by the County in relation to the Applicant's activities under the applicable permit, including but not limited to costs incurred as a result of the Applicant's failure to observe or perform any term or condition of the permit. The security deposit shall only be released following the County's final inspection and approval of the

restoration of the Highway by the Applicant. Notwithstanding the foregoing, the County reserves the right to retain all or part of the deposit for the duration of the Warranty Period.

## **8.0 GENERAL RESPONSIBILITIES OF APPLICANT**

8.1 When undertaking any activity authorized by a Permit, the Applicant shall:

- (a) Comply with all municipal by-laws and provincial and federal laws;
- (b) Obtain any and all necessary approvals, including but not limited to all environmental approvals and approvals required by the applicable Conservation Authority;
- (c) Avoid interference with or damage to existing Infrastructure;
- (d) Maintain access to all properties with access affected by the activity undertaken, and consult with adjacent property owners for this purpose;
- (e) Avoid damage to properties adjacent to the work zone or sales area;
- (f) Avoid injuring or damaging any tree;
- (g) Not place material on the Highway or sidewalk where it creates a hazard to pedestrians or vehicles;
- (h) Maintain safe and convenient passage for pedestrians though and around the work zone or sales area, if applicable;
- (i) Not allow material to obstruct the free passage of water through any drain, gutter, ditch or watercourse;
- (j) Not allow and immediately take action to control unnecessary dust or any other unnecessary or unreasonable annoyance to the public;
- (k) Ensure that construction materials and equipment are properly secured within the work zone or sales area;
- (l) Pay all County costs in accordance with any invoice delivered to it by the County.

## **9.0 LOCATES AND DAMAGE TO EXISTING INFRASTRUCTURE**

9.1 It is the sole responsibility of an Applicant for an Entrance or Work Permit to request, from the appropriate authority, marking or other location information to determine the location and to provide safeguards for all existing Infrastructure.

9.2 Should the Applicant cause damage to any existing Infrastructure, the entire cost and responsibility of restoring any such Infrastructure shall be at the sole expense of the Applicant.

## **10.0 TRAFFIC CONTROL MEASURES AND TEMPORARY ROAD CLOSURES**

10.1 Prior to undertaking any activity in connection with a Permit, an Applicant shall supply, erect and maintain all signage, barricades and warning devices in accordance with the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended or replaced and any applicable provincial traffic control regulations, including the Traffic Control Manual for Roadway Work Operations, as amended or replaced.

10.2 No Person shall close a Highway to traffic or one direction of traffic on a Highway unless:

- (a) The written consent of the County Engineer is obtained;
- (b) All necessary signage, barricades and warning devices are erected and maintained in accordance with section 7.1 of this By-law;
- (c) A temporary detour route is clearly marked; and
- (d) Notifications have been made to the appropriate emergency services personnel.

10.3 The County Engineer, in his sole discretion, may temporarily close any Highway to public travel to:

- (a) undertake maintenance or repair work deemed necessary by the County Engineer,
- (b) to facilitate cultural, social, recreational, community and athletic events, or
- (c) to maintain public safety.

10.4 Every Person who uses a Highway closed to traffic in accordance with this section does so at his own risk.

## **11.0 RESTORATION OF HIGHWAY AND WARRANTY**

11.1 Temporarily, at the end of each day, the Applicant shall:

- (a) Bring all excavations, cuts or trenches in a Highway to grade, unless permission is obtained from the County Engineer to do otherwise; and
- (b) Bring all entrances to grade so that the entrances provide safe and convenient passage unless the Applicant has made reasonable alternative arrangements in consultation with the owner of the property serviced by the driveway; and
- (c) Leave the Highway in a neat, clean, and safe condition to the satisfaction of the County.

11.2 Permanently and as soon as possible upon completion of the activity undertaken in connection with a Permit, the Applicant shall, at its expense:

- (a) repair and restore all infrastructure in, on, over, under, across or along a Highway, including but not limited to the surface of the road, ditch, sidewalks, curbs and gutters, to the satisfaction of the County Engineer. Such work shall include all necessary sodding or seeding;
- (b) remove all debris, refuse and excess excavated material from the work zone or sales area leaving it in a neat, clean, safe condition free from nuisance and similar to or better than the condition of the work zone or sales area prior to the Applicant undertaking its activity, all to the satisfaction of the County Engineer.

11.3 The following provisions apply to Entrance and Work Permits only:

- (a) Following permanent restoration of the Highway, the Applicant is responsible for the repairs necessary to correct any settlement or surface deterioration or to repair any other deficiency with the restoration work as identified by the County Engineer, for a Warranty Period of twelve (12) months following the date of the final repair of the Highway by the Applicant.
- (b) The County may draw upon the Applicant's security deposit at its discretion to repair or address any deficiency in the Applicant's repair and restoration of the Highway.

## **12.0 INSPECTIONS**

12.1 The Applicant shall inform the County when all activity associated with an Entrance or Work Permit is complete and ready for inspection.

12.2 The Applicant shall repair or address any deficiency identified by the County upon inspection within such time as identified by the County.

12.3 Costs for repeated inspections may be deducted from the security provided by the Applicant.

## **13.0 AS-BUILT DRAWINGS**

- 13.1 If required by the County Engineer, the Applicant for an Entrance or Work Permit shall provide as-built drawings of the entrance or Work no later than ninety (90) days after completion of any entrance or Work, prepared in accordance with such standards as may be required by the County Engineer, and sufficient, for planning purposes, to accurately establish the location of any entrance or Infrastructure constructed pursuant to a Permit.
- 13.2 The Applicant shall provide as-built drawings in an electronic format suitable to be incorporated into the County's GIS mapping.

#### **14.0 INDEMNITY AND INSURANCE**

- 14.1 Where deemed applicable by the County Engineer, every Applicant for a Permit shall provide a signed indemnity, in a form satisfactory to the County, releasing, indemnifying, saving harmless and agreeing to defend the County and any affected local municipality from any and all claims, demands, suits, actions and judgments made, brought or suffered by the County or any affected local municipality and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the County or any affected local municipality by reason of the granting of the Permit, any activity undertaken by the Applicant in reliance on the Permit, or, where applicable, the operation, use or maintenance of any Infrastructure or other equipment installed in connection with a Permit.
- 14.2 Where deemed applicable by the County Engineer, every Applicant for a Permit shall provide and maintain Comprehensive/Commercial General Liability insurance acceptable to the County and subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such Comprehensive/Commercial General Liability insurance policy shall be in the name of the Applicant and shall name the County as an additional insured. The insurance policy shall remain in place until all warranty requirements are fulfilled.

#### **15.0 DEVELOPMENT GENERATED HIGHWAY IMPROVEMENTS**

- 15.1 Highway Improvements necessitated by Development shall be the responsibility of the Developer. The County Engineer shall, in his or her sole and absolute discretion, determine the required Highway Improvements.
- 15.2 Where required by the County Engineer a Developer shall undertake, at the Developer's expense, any study necessary to assess the impact of a proposed development on the County road system, including but not limited to a Traffic Impact Study, a Stormwater Management Report, a Geotechnical Study and a Noise Study. Such studies shall be signed and stamped by a licensed professional engineer qualified to practice in the Province of Ontario.
- 15.3 Subject to the following, the Developer shall be responsible for the costs and construction of all Highway Improvements:
  - (a) The County may, at the discretion of the County Engineer, undertake Highway Improvements on behalf of a Developer, at the Developer's cost.
  - (b) Costs may be apportioned between the Developer and third parties and/or the County, where such apportionment is appropriate in the opinion of the County Engineer.
- 15.4 No Person shall commence the construction of Highway Improvements without first obtaining the applicable Permit(s).



## **16.0 LEGAL AGREEMENT**

- 16.1 Where required by the County Engineer, an Applicant shall, prior to the issuance of a Permit, enter into a legal agreement with the County addressing matters including but not limited to responsibility for the design, construction, installation and maintenance of Infrastructure.
- 16.2 The Applicant shall pay for the cost of involvement of the County's legal counsel in the review and preparation of any legal agreement on behalf of the County. The Applicant shall make payment to the County by cheque or by certified cheque if required by the County, in its discretion, within thirty (30) days of demand being provided in writing by the County.

## **17.0 OVERSIZED LOAD PERMITS**

- 17.1 No Person shall cause a vehicle or combination of vehicles in excess of the dimensional or weight limits set out in the *Highway Traffic Act*, to travel on any Highway without first having obtained the approval of the County Engineer as evidenced by the issuance of an Oversized Load Permit.
- 17.2 The County Engineer may issue an Oversized Load Permit, with or without conditions, in accordance with the standards and policies set out in *Schedule "B"* of this By-law.
- 17.3 Overweight Permits will not be issued during March and April, or any other period deemed ineligible by the County Engineer
- 17.4 The Applicant shall pay the requisite fee identified in County of Middlesex By-law #6410, A By-law to Establish User Fees and Service Charges for Transportation Services, as amended or replaced.
- 17.5 An Oversized Load Permit shall be in the form specified by the County Engineer and, where necessary, include the terms and conditions required by the County Engineer.
- 17.6 An Oversized Load Permit is not transferrable without the written consent of the County Engineer.
- 17.7 An Oversize Load Permit is valid for the period of time identified on the Permit.
- 17.8 The County Engineer may refuse or revoke, at any time, an Oversized Load Permit for any reason the County Engineer may deem proper which reason shall be delivered in writing to the Applicant, if so requested.
- 17.9 Every Applicant for an Oversized Load Permit shall provide a security deposit in an amount to be determined by the County Engineer. Such security may be drawn upon by the County for any costs incurred by the County in relation to the Applicant's activities under the permit, including but not limited to costs incurred as a result of the Applicant's failure to observe or perform any term or condition of the Oversized Load Permit.
- 17.10 Where deemed applicable by the County Engineer, every Applicant for an Oversized Load Permit shall provide and maintain Comprehensive/Commercial General Liability insurance acceptable to the County and subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such Comprehensive/Commercial General Liability insurance policy shall be in the name of the Applicant and shall name the County as an additional insured. The insurance policy shall remain in place until all warranty requirements are fulfilled.

## **18.0 OBSTRUCTIONS AND PROJECTIONS**

- 18.1 Any fence, structure or other thing which projects onto or obstructs a Highway or which interferes with public travel on a Highway shall be removed by the person who owns the fence, structure or other thing or the person who has built, maintained, placed or deposited such fence, structure or other thing, unless the otherwise authorized by law.
- 18.2 Any fence, structure or other thing which projected onto or obstructed a Highway prior to January 14, 2003 shall not contravene section 18.1.

## **19.0 ORDERS**

- 19.1 Without limiting any other right or remedy available to the County under this By-law, where a Person has failed to comply with a provision of this By-law, the County Engineer may issue an order requiring the Person to comply and where such order is not complied with within the time specified therein, the County may take such steps as it considers necessary to remedy the non-compliance, and any expense incurred by the County in doing so shall become a debt owed to the County by the Person subject to the order.
- 19.2 Debts owed to the County pursuant to section 17.1 may be added to the tax roll of the associated lands and collected in a like manner as municipal taxes.
- 19.3 Every Person who fails to comply with an order under section 17.1 is guilty of an offence.

## **20.0 GENERAL PROHIBITIONS**

### **20.1 No Person shall:**

- (a) (i) construct or alter or cause to be constructed or altered; or (ii) make or permit any change of use of; any private road, gate or other structure or facility that permits access to any Highway, without an Entrance Permit;
- (b) fail to comply with a term or condition of an Entrance Permit;
- (c) fail to comply with an order by the County Engineer to improve or remove an entrance from a Highway;
- (d) undertake Work in, on, over, under, across or along any Highway without first having obtained a Work Permit;
- (e) fail to comply with a term or condition of a Work Permit;
- (f) fail to comply with an order by the County Engineer to repair, remove or relocate Infrastructure;
- (g) fail to comply with a term or condition of a Sales Permit;
- (h) fail to comply with an order by the County Engineer made in relation to the activity permitted by the Sales Permit;
- (i) close a Highway to traffic or one direction of traffic without complying with the requirements of section 10.2 of this By-law;
- (j) use a Highway which has been closed to traffic;
- (k) remove or deface any barricade, device, detour sign or notice;
- (l) cause a vehicle or combination of vehicles in excess of the dimensional or weight limits set out in the Highway Traffic Act to travel on any Highway without an Oversized Load Permit;
- (m) fail to comply with a term or condition of an Oversized Load Permit;
- (n) erects or fails to remove any fence, structure or other thing which projects onto or obstructs a Highway or which interferes with public travel on a Highway; or
- (o) fail to comply with an order issued under section 19.1 of this By-law.

## **21.0 OFFENCE**

## Appendix "A"

- 21.1 Every Person who contravenes a provision of this By-law is guilty of an offence and, upon conviction under proceedings initiated under Part I of the *Provincial Offences Act*, is liable to a fine as set out in *Schedule "C"* of this By-law, Set Fines.
- 21.2 Any Person, other than a corporation, who contravenes any provision of this by-law is guilty of an offence and upon conviction under proceedings initiated under Part III of the *Provincial Offences Act*, as amended or replaced, is liable to the Municipality for a fine of not more than \$10,000.00 for a first offence and not more than \$25,000.00 for any subsequent offence under this by-law.
- 21.3 Any corporation who contravenes any provision of this by-law is guilty of an offence and upon conviction under proceedings initiated under Part III of the *Provincial Offences Act*, as amended or replaced, is liable to the Municipality for a fine of not more than \$50,000.00 for a first offence and not more than \$100,000.00 for any subsequent offence under this by-law.
- 21.4 If a condition of a Permit issued under this By-law has not been complied with, the contravention shall be deemed a continuing offence for each day or part of day that the condition is not complied with.

### **22.0 ADMINISTRATION AND ENFORCEMENT**

- 22.1 Any administrative forms required under this By-law may be prescribed from time to time by the County Engineer.
- 22.2 This By-law may be enforced by the County Engineer, a Municipal Law Enforcement Officer, or a police officer.

### **23.0 SEVERABILITY**

- 23.1 Should any section, subsection, clause, paragraph or provision of this By-law, including any part of Schedules be declared by a court of competent jurisdiction to be ultra vires, invalid or illegal for any reason, the same shall not affect the validity of the rest of the By-law.

### **24.0 SHORT TITLE**

- 24.1 This by-law shall be cited as the "County Highway By-law".

### **25.0 REPEAL**

- 25.1 The Corporation of the County of Middlesex By-law #5783, The Corporation of the County of Middlesex By-law #5648 and all other by-laws or provisions of by-laws inconsistent with this by-law, are hereby repealed.

### **26.0 EFFECTIVE DATE**

- 26.1 This by-law shall come into force and take effect on the day of the final passing thereof.

## SCHEDULE “A”

### COUNTY OF MIDDLESEX ENTRANCE POLICIES

The County of Middlesex shall consider the following guidelines when reviewing all applications for new entrances or alterations to entrances:

- (a) protection of the public through the orderly control of traffic movements onto and from County roads;
- (b) maintenance of the traffic carrying capacity of the County road network;
- (c) protection of the public investment in County road facilities;
- (d) minimizing County expenditures on maintenance of private entrances;
- (e) providing legal access onto County roads from adjacent private property, and
- (f) ensure uniform practices in the design and construction of accesses.

### DEFINITIONS

- 1. Field Entrance: provides access to agricultural fields.
- 2. Farm Entrance: provides access to farm buildings and agricultural lands.
- 3. Residential Entrance: provides access to residential facilities of four units or less.
- 4. Commercial/Industrial/ Institutional Entrance: provides access to a development where goods and/or services are manufactured or sold to the public, institutional uses, and includes residential facilities of five or more units.
- 5. Temporary Entrance: provides access to properties for a limited period not to exceed one year for the purpose of construction, repairs or improvement on that property or to facilitate a staged development.
- 6. Auxiliary: provides additional access to a residential facility or farm building.
- 7. Urban: roads constructed with concrete curb and gutter with an underground storm water collection system.
- 8. Rural: roads constructed with roadside ditches for surface collection of storm water.

### LOCATION OF ACCESSES

The County may restrict the placement of an access onto the County road in the interest of public safety. New accesses must be located so as to provide:

- (a) no undue interference with the safe movement of public traffic, pedestrians, or other users of the highway.
- (b) favourable vision, grade, and alignment conditions for all traffic using the proposed access to the County road.

In general, new entrances **will not be permitted** at the following locations:

- (a) along a lane which is identified for the purpose of an exclusive vehicular turning movement.
- (b) in close proximity to intersections.
- (c) within daylight triangles at intersections.
- (d) where the following minimum sight distance requirements are not met.



Appendix “A”

<u>Speed Limit</u>	<u>Minimum Sight Distance</u>
50 km/hr	135 meters
60 km/hr	165 meters
70 km/hr	180 meters
80 km/hr	200 meters
90 km/hr	210 meters

**Note:** *Sight distance shall be measured from an eye height of 1.05 metres measured 3.0 metres from outer edge of the traffic lane to passenger car lights designated as 0.60 metres above the roadway surface.*

- (e) within 20 metres centre to centre of another same side entrance in Rural areas.
- (f) in Urban areas, entrances must be spaced away from adjacent entrances sufficient distance to provide a minimum of 2 metres clear space between the ends of adjacent entrance pipes, or, at locations of curb and gutter, to provide a minimum length of 1 metre of raised curb between adjacent entrances.
- (g) where safe property access can be gained from a secondary/municipal lower classification roadway.
- (h) restricted movement entrances (for example right in/right out configurations) will not be permitted.

DESIGN STANDARDS

**Entrance Grade:** The finished surface of the access must drop away from the edge of the highway driving surface at a slope of not less than 2% to at least the edge of shoulder rounding.

**Field Entrance:** Shall be surfaced with at least 150 mm (6") crushed gravel (Granular "A"), and where a culvert is required its length must be sufficient to provide a 1:1 slope up from the ditch invert to a minimum entrance width of 6.0 metres and a maximum entrance width of 9.0 metres.

**Farm or Residential:** Shall be surfaced with at least 150 mm (6") crushed entrance gravel (Granular "A"), and where a culvert is required its length must be sufficient to provide a 1:1 slope up from the ditch invert to a maximum entrance width of 6.0 metres. Where new direct fronting residential lots are created along rural arterial roads shared/joint driveways will be required wherever possible and facilitated through the dedication of 0.3 m (1 foot) reserves and joint easements registered on title in favour of each neighbouring property owner.

**Commercial / Industrial / Institutional Entrance:** Shall be surfaced with hot-mix asphalt to County standards. Where a culvert is required, its length will be dictated by the entrance design which will be site specific having regard for number and type of vehicles expected to utilize the entrance.

**Curb and /or Headwalls:** No curb or head wall can extend above the surface of the roadway shoulder within a distance of 4 metres from the edge of the travelled roadway. All curbs and head walls are constructed at the sole expense and risk of the applicant.

**Maintenance of Entrances:** Property owners having access to a County road are fully responsible for the maintenance of the access including the removal of snow and ice and keeping the portion of the access within the highway in a safe condition for vehicular traffic.

A culvert pipe installed under the terms of the access permit shall become the property of the County upon acceptance of the work and all subsequent maintenance, repairs,

alterations, etc., shall be the responsibility of the County, except where the culvert crosses a municipal drain in which case the maintenance will be the responsibility of the Township with costs shared in accordance with the By-law.

**Curb and Gutter:** Where curb and gutter exists at the location of the proposed entrance, the applicant will be required to construct a curb cut at the entrance location if required. The existing curb shall be removed and replaced using material acceptable to the County or altered in accordance with the County's requirements. The area between the curb and sidewalk is to be paved with hot-mix asphalt, concrete or paving stones, in accordance with the standards of the local Municipality. If there is no sidewalk, the entrance is to be paved a distance of 2 metres behind the curb.

**Number of Width of Accesses:**

It will be the policy of the County of Middlesex to:

- (a) Limit the width of accesses to discourage the construction of entrances wider than that required for the safe and reasonable use of the entrance.
- (b) Limit the number of accesses to a property to the number required for the safe and reasonable access to the County road and in general conformity with the following guidelines:

ROAD CLASSIFICATION: "COLLECTOR"

<u>ENTRANCE TYPE</u>	<u>URBAN LOCATIONS</u>	<u>RURAL LOCATIONS</u>
Type 1 – Residential / Farm	An entrance will be granted to each residence or vacant lot. (Maximum one residential entrance per property).	An entrance will be granted to each residence, farm or vacant lot. (Maximum one residential entrance per property).
Type 2 – Commercial / Industrial / Institutional	A maximum of 2 entrances will be granted to each property. Entrances must conform to County Standards and M.T.O. Commercial Site Access Standards. Turning lanes may be required.	A maximum of 2 entrances will be granted to each property. Entrances must conform to County Standards and M.T.O. Commercial Site Access Standards. Turning lanes may be required.
Type 3 – Public Roads	Minimum spacing from another adjacent intersecting road shall be 125 metres centre to centre. Intersecting roads shall be opposite and lined up with intersecting roads where possible.	Minimum spacing from another adjacent intersecting road shall be 200 metres centre to centre. Intersecting roads shall be opposite and lined up with existing intersecting roads where possible.
Type 4 – Auxiliary / Field	A second entrance will be granted to residential lots where the second entrance can be spaced a minimum distance of 15 metres from the present Type 1 entrance.	A second entrance will be granted to residential lots/farms where the second entrance can be spaced a minimum of 30 metres from the present Type 1 entrance. Field entrances will be permitted with a minimum spacing of 100 metres from any same side entrance.

ROAD CLASSIFICATION: "2-LANE ARTERIAL"

<u>ENTRANCE TYPE</u>	<u>URBAN LOCATIONS</u>	<u>RURAL LOCATIONS</u>
Type 1 – Residential / Farm	An entrance will be granted to each residence or vacant lot. (Maximum one residential entrance per property).	A single entrance will be granted to each residence farm or vacant lot where an alternative of access to a local road or lower classification County / Suburban Road is not available. (Maximum one residential entrance per property). Where more than one new direct fronting residential lots are created a shared entrance along common property lines will be required where possible at the discretion of the County Engineer.
Type 2 – Commercial / Industrial / Institutional	A maximum of 2 entrances will be granted to each property. Entrances must conform to County Standards and M.T.O. Commercial Site Access Standards. Turning lanes may be required.	A single entrance will be granted to each lot. A second entrance will be granted where the frontage exceeds 80 metres. Entrances must conform to County Standards and MTO Commercial Site Access Standards. Turning lanes may be required.
Type 3 – Public Roads	Minimum spacing from another adjacent intersecting road shall be 150 metres centre to centre. Intersecting roads shall be opposite and lined up with intersecting roads where possible. Turning lanes may be required.	Minimum spacing from another adjacent intersecting road shall be 250 metres centre to centre. Intersecting roads shall be opposite and lined up with existing intersecting roads where possible. Turning lanes may be required.
Type 4 – Auxiliary / Field	A second entrance will be granted to residential lots where the second entrance can be spaced a minimum distance of 30 metres from the present Type 1 entrance.	A second entrance will be granted to a residential lot where the second entrance can be spaced a minimum of 75 metres from the present Type 1 entrance. Field entrances will be permitted with a minimum spacing of 150 metres from any same side entrance. A field entrance location 30 metres from a present Type 1 entrance will be granted where it will reduce farm vehicle use of the highway.

ROAD CLASSIFICATION: "4-LANE ARTERIAL"

<u>ENTRANCE TYPE</u>	<u>URBAN LOCATIONS</u>	<u>RURAL LOCATIONS</u>
Type 1 – Residential / Farm	A single entrance will be granted to each residence or vacant lot. (Maximum one residential entrance per property).	A single entrance will be granted to each residence farm or vacant lot where an alternative of access to a local road or lower classification County/Sub-urban Road is not available. (Maximum one residential entrance per property). Where more than one new direct fronting residential lots are created a shared entrance along common property lines will be required where possible at the discretion of the County Engineer.
Type 2 – Commercial / Industrial / Institutional	A maximum of 2 entrances will be granted to each property. Entrances must conform to County Standards and M.T.O. Commercial Site Access Standards. Turning lanes may be required.	A single entrance will be granted. A second entrance will be considered where the frontage exceeds 200 metres. Entrances must conform to County Standards and M.T.O. Commercial Site Access Standards. Turning lanes may be required.
Type 3 – Public Roads	Minimum spacing from another adjacent intersecting road shall be 150 metres centre to centre. Intersecting roads shall be opposite and lined up with intersecting roads where possible. Turning lanes may be required.	Minimum spacing from another adjacent intersecting road shall be 350 metres centre to centre. Intersecting roads shall be opposite and lined up with existing intersecting roads where possible. Turning lanes may be required.
Type 4 – Auxiliary / Field	Second access points will not be granted to residences or vacant lots.	Second access will not be granted to residential, farm or vacant lots. A second entrance for field access will be considered when it can be spaced 200 metres from any present same side access.



## Appendix "A"

**NOTE:** *The ROAD CLASSIFICATION shall be in accordance with the classification established by the Middlesex County Official Plan as amended. The definition of urban or rural areas shall be established by the construction of the road as defined in this bylaw.*

### **REFUNDABLE DEPOSIT**

A refundable deposit for the estimate cost of the construction of the entrance and no less than \$500.00 shall be collected prior to the issuance of the permit.

### **PERMIT FEE**

Permit fees are as established in the user fee bylaws.

### **CANCELLATION OF PERMIT**

Where the entrance has not been constructed and accepted by the County within one year of the date of the permit, then the permit shall be null and void.

**SCHEDULE “B”**

**COUNTY OF MIDDLESEX OVERSIZE LOAD/WEIGHT VEHICLE POLICIES AND FEES**

The Highway Traffic Act, R.S.O. 1990, Chapter H.8, limits the size and weight of loaded vehicles travelling on Highways including County roads. Under certain conditions and circumstances permits may be issued permitting the moving of loaded vehicles which exceed the legal size and/or weight.

The following information is to assist persons wishing to make application to the County of Middlesex for permission to travel Middlesex County Roads with an oversize load/weight vehicle. The information below applies only to Middlesex County Roads and it is the responsibility of the Owner and/or Mover to obtain approval from the Ministry of Transportation Ontario and/or Local Road Authorities where moves require travel on Provincial Highways and/or local roads.

The fees prescribed in this schedule may be amended from time to time and will be subject to the rates as prescribed in the bylaw to Establish User Fees and Service Charges for Transportation Services.

Note that overweight permits will not be issued from **MARCH – APRIL** or other periods when road bases are potentially soft.

**A. SINGLE TRIP OVERSIZE LOAD/WEIGHT PERMIT:**

*For loads and vehicles **NOT** greater than 3.75 metres (12.3 ft.) in width or 70,000 kg G.V.W.*

1. Wide load signs and escort vehicles should be used, but are not required.
2. Permit Fee
  - a. \$50.00 for over-dimensional loads. A deposit is not required. No charge for moving date changes.
  - b. \$100.00 for overweight loads up to 70,000 kg. G.V.W. (and not more than 10% in excess of HTA legal loading per axle). A refundable deposit will also be required. This deposit is refundable upon application seven days after the date of the move providing there has been no damage to County property. Where County property has been damaged and not made good to the County's satisfaction, the County will make the necessary repairs using whatever portion of the deposit necessary to recover our costs.
3. Moving Times – Daylight hours only, Monday to Friday

## Appendix "A"

4. Where heights exceed 4.15 metres (13.6 ft.) approval is required from utility companies. Complete Application Form, Page 2 of 2.
5. Complete Application Form (Page 1 of 2) and if height exceeds 4.15 metres complete Page 2 of 2 and submit the forms to the County of Middlesex, County Engineer at 1988 Gainsborough Road, London. Blank forms are available on the County website: [www.middlesex.ca](http://www.middlesex.ca)

**B. SINGLE TRIP OVERSIZE MOVING PERMIT**

*For Loads and Vehicles in **EXCESS** of 3.75 metres (12.3 ft) in width or 70,000 kg G.V.W.*

1. Wide loads signs must be used and escort requirements are as follows:

	<b>NO ESCORT REQUIRED</b>	<b>PRIVATE ESCORT REQUIRED</b>	<b>CERTIFIED SUPERLOAD ESCORT REQUIRED</b>
<b>WIDTH</b>	To 3.75 m	3.76 m to 4.99 m	5.0 m and greater

**It is the applicant's responsibility to arrange for private escort or certified superload escort and provide confirmation.** (Use Application Form, Page 2 of 2). No permit will be issued unless this requirement is met.

2. Permit Fee

- a. **\$200.00 for over-dimensional loads.** A refundable deposit will also be required. This deposit is refundable upon application seven days after the date of the move providing there has been no damage to County property. Where County property has been damaged and not made good to the County's satisfaction, the County will make the necessary repairs using whatever portion of the deposit necessary to recover our costs.
- b. **\$500.00 for overweight loads over 70,000 kg. G.V.W.** (and more than 10% in excess of HTA legal loading per axle). A refundable deposit will also be required. This deposit is refundable upon application seven days after the date of the move providing there has been no damage to County property. Where County property has been damaged and not made good to the County's satisfaction, the County will make the necessary repairs using whatever portion of the deposit necessary to recover our costs. In addition to the above fees, the County will recover its special costs related to moves. This can include the cost of moving traffic signal equipment, pavement/bridge repair and hiring a Consulting Engineer to determine whether the overweight loading will be safe over a structure or roadway pavement.

3. Moving times – **Monday to Thursday only.** No moves on Fridays and holidays. Moves must be started after 9 a.m. and completed by 4 p.m. on the same day. Very short distance moves may be permitted at other times. Moves must not be carried out in periods of limited visibility.

## Appendix "A"

4. Where heights exceed 4.15 metres (13.6 ft), approval is required from utility companies. Use Application Form (Page 2 of 2).
5. Mover must provide written proof of liability insurance in the amount of \$5,000,000.00.
6. Changes in moving dates will require a new date approval from the police and utility companies if they are involved. There will be a \$20 fee for changing dates on a permit.
7. It is the mover's responsibility to ensure the route selected is suitable.
8. Where wide and/or high loads cross railway lines, the County may request proof that the applicant has advised the appropriate railway company.
9. Where certified superload escort is required, the applicant must supply copies of certificate documents to the County prior to the permit being issued.

### C. ANNUAL OVERSIZE LOAD PERMIT

*For Loads and Vehicles **NOT** greater than 3.75 meters (12.3 ft.) in width.*

1. Wide load signs must be used and escort vehicles should be used, but not required.
2. Permit Fee - \$300.00 for the initial vehicle in a fleet, with a \$30.00 fee for each additional vehicle permit issued under the Applicant's name for the same 1-year period as the initial permit. A deposit is not required.
3. Moving Times - Daylight Hours Only
4. Height must not exceed 4.15 metres (13.6 ft)
5. Complete Application Form and submit the form to: The County of Middlesex, County Engineer's Office, 1988 Gainsborough Road, London, Ontario. Blank forms are available on the County website: [www.middlesex.ca](http://www.middlesex.ca).

### D. ANNUAL OVERSIVE LOAD PERMIT

*For Loads and Vehicles **NOT** greater than 4.27 metres (14.0 ft.) in width.*

1. Only allowed on certain pre-selected County Roads.
2. Wide load signs and escort vehicle requirements are as follows:



Appendix "A"

	<b>NO ESCORT REQUIRED</b>	<b>PRIVATE ESCORT REQUIRED</b>
<b>WIDTH</b>	To 3.75 m	3.76 m to 4.27 m

3. Permit Fee - **\$300.00** for the initial vehicle in a fleet, with a **\$30.00** fee for each additional vehicle permit issued under the applicant's name for the same 1-year period as the initial permit. A deposit is not required.
4. Moving Times - Daylight hours only.
5. Height must not exceed 4.15 metres (13.6 ft).
6. Complete Application Form and submit the form by mail or fax: (519) 434-0638 to:

The County of Middlesex  
County Engineer's Office  
1988 Gainsborough Road  
London, Ontario N6H 5L2

Blank forms are available from the County website:

[www.middlesex.ca/permits](http://www.middlesex.ca/permits)

For clarification regarding fee payment and permit processing, contact:

**COUNTY ENGINEER'S OFFICE**

Tel.: (519) 434-7321 Ext. 2233 or Ext. 2229

Appendix "A"

**SCHEDULE "C"**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**BY-LAW NUMBER \_\_\_\_\_**

**Part I *Provincial Offences Act***  
**Set Fines**

<b>ITEM</b>	<b>SHORT FORM WORDING</b>	<b>PROVISION CREATING OR DEFINING OFFENCE</b>	<b>SET FINE</b>
1.	Failure to obtain Entrance Permit	Section 20.1(a)	\$500.00
2.	Failure to comply with term of Entrance Permit	Section 20.1(b)	\$500.00
3.	Failure to comply with Entrance order	Section 20.1(c)	\$500.00
4.	Failure to obtain Work Permit	Section 20.1(d)	\$500.00
5.	Failure to comply with term of Work Permit	Section 20.1(e)	\$500.00
6.	Failure to comply with Work order	Section 20.1(f)	\$500.00
6.	Failure to obtain Sales Permit	Section 20.1(g)	\$500.00
7.	Failure to comply with term of Sales Permit	Section 20.1(h)	\$500.00
8.	Failure to comply with a Sales order	Section 20.1(i)	\$500.00
9.	Unauthorized Highway closure	Section 20.1(j)	\$500.00
10	Remove or deface any barricade, device, detour sign or notice	Section 20.1(k)	\$500.00
11.	Failure to obtain Oversized Load Permit	Section 20.1(l)	\$500.00
12.	Failure to comply with term of Oversized Load Permit	Section 20.1(m)	\$500.00
13.	Erect or Fail to remove Obstruction or Projection	Section 20.1(n)	\$500.00

Appendix "A"

ITEM	SHORT FORM WORDING	PROVISION CREATING OR DEFINING OFFENCE	SET FINE
14.	Failure to comply with order	Section 20.1(o)	\$500.00

THE PENALTY PROVISION FOR THE OFFENCES CITED ABOVE IS SECTION 20.1 OF BY-LAW NUMBER \_\_\_\_\_, A CERTIFIED COPY OF WHICH HAS BEEN FILED.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #\_\_\_\_\_

A BY-LAW to amend the enforcement provisions of Parking By-law #6208

WHEREAS:

- A. Section 11(3) of the *Municipal Act* provides that a municipality may pass by-laws respecting highways under its jurisdiction;
- B. The Council for the Corporation of the County of Middlesex enacted By-law #6208 to regulate the parking of motor vehicles on County highways;
- C. The Council of the Corporation of the County of Middlesex deems it necessary and desirable to amend the enforcement provisions of Parking By-law #6208;

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

- 1. The above recitals are true and hereby incorporated into this By-law by reference.
- 2. The provisions of Parking By-law #6208, which is attached hereto as Schedule “A” and forms a part of this Amending By-law #\_\_\_\_\_, are incorporated mutatis mutandis into this by-law. Parking By-law #6208 shall continue in full force, subject to the changes herein.
- 3.

PASSED IN COUNCIL this \_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Alison Warwick, Warden

\_\_\_\_\_  
Marcia Ivanic, County Clerk

# General Administration Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151425	Abell Pest Control Inc.	Monthly service	\$121.27
151425	Abell Pest Control Inc.	Monthly Service	\$121.27
151426	Accurate Window and Floor Cleaners	Window Cleaning Service	\$2,881.50
151430	Assoc. Of Municipalities of On	Conventions	\$2,830.65
151434	Bettina Weber	Expense Claim	\$3,345.89
151445	CUPE Local 101.5	Union Dues	\$2,919.22
151462	Hyde Park Equipment	Tracker Repairs	\$2,209.67
151464	Information Professionals	Reports	\$395.50
151477	Metropolitan Maintenance	Cleaning Service	\$2,672.45
151488	Purolator Inc.	Postage	\$54.26
151489	Queen's University	Training/Education	\$5,079.35
151493	Sportswood Printing	Printing	\$235.15
151495	Staples Advantage	Supplies	\$32.29
151495	Staples Advantage	Supplies	\$34.34
151495	Staples Advantage	Supplies	\$16.00
151506	Thomson Reuters Canada	Subscriptions	\$1,129.80
151514	Waste Connections of Canada Inc.	Weekly service	\$537.86
151521	Yihua Wu	Expense Claim	\$1,523.10
151545	Cindy Howard	Expense Claim	\$1,020.09
151545	Cindy Howard	Expense Claim	\$725.90
151548	CUPE Local 101.5	Union Dues	\$356.80
151555	E. Hewitt Professional Corporation	E. Hewitt Invoice 699	\$5,876.00
151555	E. Hewitt Professional Corporation	E. Hewitt Invoice 697	\$1,285.38
151577	Hicks Morley Hamilton Stewart Storie LLP	Services	\$99.67
151584	Knighthunter	Service	\$63.28
151584	Knighthunter	Knighthunter Invoice #74272	\$63.28
151584	Knighthunter	Knighthunter Invoice #74333	\$63.28
151584	Knighthunter	Knighthunter Invoice #74353	\$63.28
151584	Knighthunter	Knighthunter Invoice 74359	\$63.28
151585	Katie Shipley	Services	\$350.00
151585	Katie Shipley	Services	\$350.00
151602	MLEMS Staff Association	V17 - August 24, 2022	\$1,426.00
151608	Ontario Public Service Employees Union	E22V1722	\$14,639.88
151608	Ontario Public Service Employees Union	E22V1722 - Logistics	\$594.31
151613	Purolator Inc.	Courier	\$14.55
151613	Purolator Inc.	Postage	\$26.78
151618	Receiver General For Canada	Account #495473357RI	\$857.34
151635	TempWise Design and Maintenance	Repairs	\$3,174.51
151635	TempWise Design and Maintenance	Inspection	\$1,646.75
151645	WSIB	Schedule 2	\$45.00
151645	WSIB	Schedule 2	\$68.67
151670	C.U.P.E. Local 2018	Union Dues	\$1,725.00



# General Administration Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151688	Hicks Morley Hamilton Stewart Storie LLP	Professional Services	\$174.25
151698	Knighthunter	Knighthunter 74366	\$63.28
151698	Knighthunter	Knighthunter 74384	\$63.28
151698	Knighthunter	Knighthunter 74381	\$63.28
151699	Katie Shipley	Services	\$525.00
151714	OMHRA	OMHRA Membership 2022	\$169.50
151715	Ontario Nurses Association	Union Dues - August 2022	\$2,092.50
151722	Pitney Works	Postage	\$3,390.00
151723	Paul Napigkit	Expense Claim	\$160.76
151725	Provincial Glass & Mirror	Repairs	\$273.46
151727	Purolator Inc.	Postage	\$10.18
151730	Ricoh Canada Inc.	Meter Read	\$180.55
151739	Springbank Creatives	Services	\$1,356.00
151740	Staples Advantage	Office Supplies	\$934.35
151743	Sterling Marking Products	Service	\$52.71
151753	UNIFOR Local 302	Union Dues - August 2022	\$8,625.38
151760	WSIB	Schedule 2 Firm 855989	\$219.26
			\$79,092.34

# Economic Development Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151470	Katie Shipley	Photography	\$350.00
151658	Bell Media Radio GP	Advertising	\$1,356.00
151658	Bell Media Radio GP	Advertising	\$1,419.28
151662	Ben Shantz	Expense Claim	\$98.82
151665	Cara Finn	Expense Claim	\$375.18
151675	Economic Developers Council of Ontario Inc	Event Partnership	\$847.50
151685	Gabrielle Gosling	Expense Claim	\$232.41
151699	Katie Shipley	Services	\$1,225.00
151720	Pamma Hubbert	Expense Claim	\$91.60
151720	Pamma Hubbert	Expense Claim	\$21.28
151720	Pamma Hubbert	Expense Claim	\$37.82
151724	Postmedia Network Inc.	Advertising	\$423.75
151724	Postmedia Network Inc.	Advertising	\$423.75
151750	TG Graphics	Services	\$1,242.33
			\$8,144.72

# Information Technology Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151429	Amazon.com.ca Inc.	Computer Software	\$259.89
151439	CDW Canada Inc.	Computer Hardware	\$295.94
151439	CDW Canada Inc.	Computer Hardware	\$724.19
151439	CDW Canada Inc.	Computer Hardware	\$6,892.47
151439	CDW Canada Inc.	Supplies	\$438.04
151439	CDW Canada Inc.	Computer Software	\$341.25
151439	CDW Canada Inc.	Computer Hardware	\$178.82
151439	CDW Canada Inc.	Computer Hardware	\$143.64
151439	CDW Canada Inc.	Computer Hardware	\$363.94
151439	CDW Canada Inc.	Computer Hardware	\$2,232.43
151439	CDW Canada Inc.	Computer Hardware	\$1,358.80
151450	ESRI Canada Limited	Software Renewal	\$76,388.00
151451	Execulink Telecom	Internet Services	\$886.52
151492	Spectrum Wireless-London	Cell phones	\$678.55
151492	Spectrum Wireless-London	Cell phone	\$535.61
151502	Telus Communications	TELUS - Audio Conferencing	\$518.08
151505	THINKDOX Inc.	Computer Software	\$1,438.49
151625	Spectrum Wireless-London	Network Supplies	\$271.20
151530	Aidan Luby	Expense Claim	\$88.80
151531	Amazon.com.ca Inc.	Office Supplies	\$16.33
151531	Amazon.com.ca Inc.	Office Supplies	\$87.53
151531	Amazon.com.ca Inc.	Office Supplies	\$14.02
151531	Amazon.com.ca Inc.	Computer Supplies	\$22.58
151531	Amazon.com.ca Inc.	Computer Supplies	\$101.40
151543	CDW Canada Inc.	Support Renewal	\$9,602.18
151543	CDW Canada Inc.	Computer Hardware	\$268.40
151543	CDW Canada Inc.	Computer Hardware	\$18,044.41
151543	CDW Canada Inc.	Subscription Renewal	\$88.08
151543	CDW Canada Inc.	Subscription Renewal	\$88.30
151543	CDW Canada Inc.	Computer Hardware	\$178.82
151543	CDW Canada Inc.	Computer Hardware	\$39,305.67
151543	CDW Canada Inc.	Computer Hardware	\$2,558.32
151543	CDW Canada Inc.	Computer Hardware	\$3,422.05
151543	CDW Canada Inc.	Computer Hardware	\$2,175.53
151543	CDW Canada Inc.	Computer Hardware	\$207.20
151543	CDW Canada Inc.	Computer Software	\$359.18
151578	INTEGRA Data Systems Corp	Computer Hardware	\$154.44
151578	INTEGRA Data Systems Corp	Computer Hardware	\$110.18
151578	INTEGRA Data Systems Corp	Computer Hardware	\$1,062.75
151578	INTEGRA Data Systems Corp	Computer Hardware	\$1,062.75
151581	James Webb	Expense Claim	\$40.00
151586	Larg*net	Connectivity	\$20,730.30

# Information Technology Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151598	Media Multi-com Communications	Computer Hardware	\$48,374.17
151610	Park Place Technologies Canada ULC	Renewal Support	\$5,583.87
151617	Rob Deitz	Expense Claim	\$36.60
151620	Rogers Wireless	Cell Phone	\$526.15
151625	Spectrum Wireless-London	Cell Phone	\$316.38
151637	THINKDOX Inc.	Computer Software	\$5,672.60
151637	THINKDOX Inc.	Computer Software	\$3,136.99
151664	CDW Canada Inc.	Supplies	\$42.28
151664	CDW Canada Inc.	Computer Hardware	\$2,442.09
151664	CDW Canada Inc.	Computer Hardware	\$22,217.07
151664	CDW Canada Inc.	Supplies	\$54.29
151664	CDW Canada Inc.	Computer Hardware	\$671.38
151664	CDW Canada Inc.	Computer Hardware	\$79.82
151664	CDW Canada Inc.	Computer Hardware	\$11,777.39
151664	CDW Canada Inc.	Hardware Support Renewal	\$1,076.66
151686	Greg Marles	Expense Claim	\$40.00
151692	Jim Pretty	Expense Claim	\$130.26
151717	Patrick Bradshaw	Expense Claim	\$94.55
151732	Ryan Thomas	Expense Claim	\$140.65
151738	Spectrum Wireless-London	Cell phone	\$22.59
151748	Telus	TELUS - Business Connect	\$113.76
151749	Telus Communications	Hardware Maintenance	\$363.62
			\$296,648.25

# Library Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151437	CARFAX Canada ULC	Data Subscriptions	\$282.49
151483	Office Central	Supplies	\$78.32
151495	Staples Advantage	Supplies	\$194.53
151511	Vanessa Gay	Branch Development	\$101.68
151516	Western I.T. Group	Telephone	\$113.00
151517	Whitehots Inc.	Digital Collections	\$616.70
151549	CVS Midwest Tape LLC	DVDs	\$396.76
151549	CVS Midwest Tape LLC	DVDs	\$614.87
151557	Emily Nugent	Expense Claim	\$49.84
151574	Hamstra Carpet One	Branch Development	\$6,315.57
151615	Quadro Communications Co-Operative Inc.	Internet Costs	\$162.56
151626	Staples Advantage	Office Supplies	\$369.71
151640	Uline Canada Corporation	Office Supplies	\$247.61
151643	Whitehots Inc.	Books	\$400.89
151643	Whitehots Inc.	Books	\$71.57
151643	Whitehots Inc.	Books	\$52.41
151643	Whitehots Inc.	Books	\$169.80
151643	Whitehots Inc.	Books	\$72.35
151643	Whitehots Inc.	Books	\$23.44
151643	Whitehots Inc.	Paperbacks	\$769.48
151643	Whitehots Inc.	Books	\$328.34
151643	Whitehots Inc.	Books	\$54.03
151643	Whitehots Inc.	Books	\$53.38
151643	Whitehots Inc.	Books	\$98.11
151643	Whitehots Inc.	Books	\$151.83
151643	Whitehots Inc.	Paperbacks	\$131.07
151643	Whitehots Inc.	Books	\$1,213.42
151643	Whitehots Inc.	Books	\$40.50
151643	Whitehots Inc.	Books	\$207.02
151643	Whitehots Inc.	Books	\$263.58
151643	Whitehots Inc.	Books	\$50.77
151643	Whitehots Inc.	Books	\$629.57
151643	Whitehots Inc.	Books	\$403.56
151643	Whitehots Inc.	Digital Collections	\$179.67
151643	Whitehots Inc.	Books	\$790.06
151643	Whitehots Inc.	Books	\$349.94
151643	Whitehots Inc.	Books	\$214.77
151643	Whitehots Inc.	Books	\$276.66
151643	Whitehots Inc.	Books	\$48.66
151643	Whitehots Inc.	Books	\$263.91
151643	Whitehots Inc.	Books	\$70.50



# Library Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151643	Whitehots Inc.	Books	\$397.02
151643	Whitehots Inc.	Paperbacks	\$390.27
151649	Zoe Reilly-Ansons	Expense Claim	\$39.95
151671	CVS Midwest Tape LLC	DVDs	\$835.17
151678	Emily Nugent	Expense Claim	\$256.81
151681	Execulink Telecom	Internet	\$497.38
151701	Laura Garner	Expense Claim	\$143.13
151707	Twp. of Lucan Biddulph	Loan Repayment	\$5,593.68
151741	Staples Advantage	Supplies	\$14.79
151747	TekSavvy Solutions Inc.	Internet	\$84.69
151678	Emily Nugent	Expense Claim	\$47.46
151678	Emily Nugent	Expense Claim	\$165.55
			\$25,388.83

# MLPS Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151428	Allied Medical Instruments Inc.	Medical Supplies	\$2,561.51
151431	APC - Oxford St.	Supplies	\$1,173.19
151436	Canadian Linen & Uniform Serv	Adelaide Service	\$173.41
151441	Dr. Charles Nelson, C. Psych.	Fees	\$2,450.00
151442	Comfort Zone Services	Adelaide Service	\$158.20
151443	Concept Controls Inc.	Maintenance	\$1,746.70
151446	Dave Mills	Expense Claim	\$78.02
151448	Edwards Door Systems Limited	Adelaide Service	\$1,852.47
151449	EMS Technology Solutions,LLC	Software	\$433.76
151453	Ferno Canada Inc	Parts	\$4,610.08
151453	Ferno Canada Inc	Parts	\$4,295.13
151454	FireTech	Uniforms	\$2,900.54
151454	FireTech	Medical Supplies	\$632.45
151455	Fountain Water Products Inc.	Supplies	\$67.50
151456	Green Frog Tech	Supplies	\$452.00
151466	JPW Systems Inc.	Adelaide Service	\$1,044.12
151467	John Robson	Meal Allowance Claim	\$15.00
151467	John Robson	Meal Allowance Claim	\$15.00
151467	John Robson	Meal Allowance Claim	\$15.00
151468	KAL TIRE	Service	\$215.66
151472	LifeWorks (Canada) Ltd	Fees	\$11,930.63
151473	London Fire Equipment Ltd.	Supplies	\$1,044.12
151474	London Transit Commission	Fuel	\$288.05
151478	Mental Health Commission of Canada	Renewal	\$250.00
151482	Nasser Kaddoura	Meal Allowance Claim	\$15.00
151484	2425021 Ontario Inc.	Parkhill Taxes	\$2,457.48
151494	Steve Smith	Meal Allowance Claim	\$15.00
151496	Staples Advantage	Supplies	\$1,341.01
151496	Staples Advantage	Supplies	\$355.39
151498	Stericycle, ULC	Clinical Services	\$1,780.61
151499	Stryker Canada ULC	Medical Supplies	\$2,599.00
151500	Stryker Canada ULC	Contract Fees	\$32,108.41
151504	Texmain Cleaners	Alterations	\$94.09
151509	Uline Canada Corporation	Supplies	\$364.73
151509	Uline Canada Corporation	Supplies	\$131.59
151510	Verdant	Adelaide Service	\$2,211.41
151510	Verdant	Trafalgar Service	\$623.82
151510	Verdant	Trossacks Service	\$355.95
151514	Waste Connections of Canada Inc.	Waste Removal	\$2,200.32
151518	Work Authority	Uniforms	\$849.72
151519	WSIB	Schedule 2 Firm 856176	\$12,352.82

# MLPS Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151519	WSIB	Schedule 2 Firm 856176	\$13,281.75
151519	WSIB	Schedule 2 Firm 856176	\$18,469.98
151435	Southside Group	Rent September 22	\$8,707.58
151457	Gilpin Holdings Inc.	EMS Rent September	\$3,507.77
151460	ESAM Construction Limited	Rent September 22	\$9,113.68
151469	Norquay Developments Ltd. aka Southmoor Deve	Rent September 22	\$4,656.64
151475	The Corporation of the Township of Lucan Bid	EMS Rent September plus arrear	\$2,667.36
151484	2425021 Ontario Inc.	EMS Rent September	\$1,888.11
151508	John Brotzel	EMS Rent September	\$2,066.39
151515	354039 Ontario Ltd.	Rent	\$12,658.67
151528	Allied Medical Instruments Inc.	Medical Supplies	\$5,429.95
151528	Allied Medical Instruments Inc.	Medical Supplies	\$1,630.59
151528	Allied Medical Instruments Inc.	Medical Supplies	\$3,167.91
151535	BERRN Consulting Ltd.	Supplies	\$225.48
151535	BERRN Consulting Ltd.	Supplies	\$3,958.39
151535	BERRN Consulting Ltd.	Supplies	\$3,958.39
151535	BERRN Consulting Ltd.	Supplies	\$3,958.39
151539	Canadian Linen & Uniform Serv	Adelaide Service	\$179.44
151539	Canadian Linen & Uniform Serv	Adelaide Service	\$173.41
151544	Checkers Cleaning Supply	Supplies	\$546.47
151544	Checkers Cleaning Supply	Supplies	\$206.77
151544	Checkers Cleaning Supply	Supplies	\$298.27
151544	Checkers Cleaning Supply	Supplies	\$1,404.77
151547	Crestline Coach Ltd.	Parts	\$1,324.74
151547	Crestline Coach Ltd.	Parts	\$2,973.65
151547	Crestline Coach Ltd.	Parts	\$5,584.90
151547	Crestline Coach Ltd.	Parts	\$622.61
151547	Crestline Coach Ltd.	Parts	\$118.15
151554	DuCharme Systems Inc.	Adelaide Service	\$7,616.20
151556	Edwards Door Systems Limited	Adelaide Service	\$405.56
151568	FASTSIGNS	Supplies	\$658.51
151569	Ferno Canada Inc	Acetech	\$2,847.60
151571	Fountain Water Products Inc.	Supplies	\$67.50
151572	Green Frog Tech	Supplies	\$610.20
151579	Intersurgical Canada	Medical Supplies	\$1,265.60
151580	John Robson	Meal Allowance Claim	\$15.00
151582	Kevlar Landscape & Construction	Strathroy Service	\$799.41
151583	Keyline Industrial LTD	Medical Supplies	\$2,431.15
151589	LHSC Business Office	Medications	\$21,105.64
151589	LHSC Business Office	Purchase of Services	\$51,494.37
151589	LHSC Business Office	Purchase of Services	\$88,578.61

# MLPS Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151590	Little Beaver Variety	Fuel	\$3,046.00
151591	London Fire Equipment Ltd.	Supplies	\$261.03
151592	London Hospital Linen Service Inc.	Linen processing	\$2,829.09
151594	Twp. of Lucan Biddulph	Lucan Taxes	\$3,599.54
151600	Municipality of Middlesex Centre	Komoka Service	\$105.25
151603	Matthew Mead	Meal Allowance Claim	\$15.00
151614	Purolator Inc.	Courier	\$49.65
151614	Purolator Inc.	Courier	\$34.90
151616	Ray's Electric Inc.	Adelaide Service	\$1,406.85
151616	Ray's Electric Inc.	Byron Service	\$585.79
151621	Ross' Services	Towing	\$236.17
151621	Ross' Services	Towing	\$130.52
151621	Ross' Services	Towing	\$354.26
151627	Staples Advantage	Supplies	\$95.76
151627	Staples Advantage	Supplies	\$40.65
151630	Strathcraft Awards	Supplies	\$20.00
151631	Stryker Canada ULC	Medical Supplies	\$5,364.68
151633	Talbot Marketing	Uniforms	\$2,927.60
151636	Thames OK Tire & Auto Service	Service	\$636.06
151636	Thames OK Tire & Auto Service	Tires	\$781.61
151636	Thames OK Tire & Auto Service	Preventative Maintenance	\$924.04
151636	Thames OK Tire & Auto Service	Service	\$124.24
151636	Thames OK Tire & Auto Service	Service	\$480.97
151636	Thames OK Tire & Auto Service	Service	\$186.36
151636	Thames OK Tire & Auto Service	Service	\$758.02
151636	Thames OK Tire & Auto Service	Service	\$1,076.15
151636	Thames OK Tire & Auto Service	Preventative Maintenance	\$353.17
151636	Thames OK Tire & Auto Service	Service	\$188.51
151636	Thames OK Tire & Auto Service	Service	\$759.00
151636	Thames OK Tire & Auto Service	Preventative Maintenance	\$124.24
151636	Thames OK Tire & Auto Service	Service	\$142.89
151636	Thames OK Tire & Auto Service	Service	\$298.14
151636	Thames OK Tire & Auto Service	Service	\$631.75
151636	Thames OK Tire & Auto Service	Service	\$251.92
151636	Thames OK Tire & Auto Service	Service	\$420.96
151636	Thames OK Tire & Auto Service	Preventative Maintenance	\$1,694.99
151636	Thames OK Tire & Auto Service	Service	\$370.79
151636	Thames OK Tire & Auto Service	Preventative Maintenance	\$353.17
151636	Thames OK Tire & Auto Service	Service	\$1,236.38
151638	TK Elevator Canada Ltd	Maintenance	\$402.61
151640	Uline Canada Corporation	Supplies	\$1,627.17

# MLPS Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151640	Uline Canada Corporation	Supplies	\$883.93
151640	Uline Canada Corporation	Supplies	\$1,122.09
151640	Uline Canada Corporation	Supplies	\$409.00
151642	Washtech Vehicle Wash Equipment Sales and Se	Supplies	\$142.29
151644	Work Authority	Uniforms	\$230.51
151644	Work Authority	Uniforms	\$240.11
151644	Work Authority	Uniforms	\$220.90
151647	WSIB	Schedule 2	\$10,563.00
151647	WSIB	Schedule 2	\$21,555.44
151651	Abell Pest Control Inc.	Komoka Service	\$57.88
151653	Allied Medical Instruments Inc.	Medical Supplies	\$3,163.55
151653	Allied Medical Instruments Inc.	Medical Supplies	\$2,795.80
151653	Allied Medical Instruments Inc.	Medical Supplies	\$904.00
151653	Allied Medical Instruments Inc.	Medical Supplies	\$904.00
151653	Allied Medical Instruments Inc.	Medical Supplies	\$2,332.72
151653	Allied Medical Instruments Inc.	Medical Supplies	\$338.33
151653	Allied Medical Instruments Inc.	Medical Supplies	\$279.80
151653	Allied Medical Instruments Inc.	Medical Supplies	\$92.66
151660	BERRN Consulting Ltd.	Supplies	\$1,342.44
151667	Connect Care	Supplies	\$480.00
151669	Cassandra Smith	Meal Allowance Claim	\$15.00
151676	Edwards Door Systems Limited	Byron Service	\$2,090.95
151676	Edwards Door Systems Limited	Byron Service	\$2,506.45
151679	Elysia Smith	Employee Expense Claim	\$16.93
151683	Ferno Canada Inc	Medical Supplies	\$5,385.66
151684	GDI Services (Canada)	Strathroy Service	\$435.05
151684	GDI Services (Canada)	Adelaide Service	\$3,559.50
151688	Hicks Morley Hamilton Stewart Storie LLP	Legal Fees	\$6,169.81
151690	Jo Casey	Meal Allowance Claim	\$15.00
151691	Jordan Pache	Meal Allowance Claim	\$15.00
151693	John Robson	Meal Allowance Claim	\$15.00
151695	Keyline Industrial LTD	Medical Supplies	\$1,730.01
151705	London Hospital Linen Service Inc.	Linen Processing	\$2,911.15
151728	Purolator Inc.	Courier	\$39.58
151729	Ray's Electric Inc.	Byron Service	\$276.62
151729	Ray's Electric Inc.	Komoka Service	\$313.97
151729	Ray's Electric Inc.	Adelaide Service	\$399.12
151731	Ross' Services	Towing	\$354.26
151731	Ross' Services	Towing	\$354.26
151733	RWAM Insurance Administrators	Group 15724	\$301,490.40
151735	Sanitary Sewer Cleaning	Lucan Service	\$573.48



# MLPS Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151742	Staples Advantage	Supplies	\$127.58
151742	Staples Advantage	Supplies	\$33.79
151742	Staples Advantage	Supplies	\$114.08
151746	Talbot Marketing	Uniforms	\$522.63
151746	Talbot Marketing	Uniforms	\$9,987.27
151748	Telus	Phone	\$68.51
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$924.37
151751	Thames OK Tire & Auto Service	Service	\$99.35
151751	Thames OK Tire & Auto Service	Service	\$719.62
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$331.96
151751	Thames OK Tire & Auto Service	Service	\$383.16
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$353.50
151751	Thames OK Tire & Auto Service	Service	\$64.26
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$353.50
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$353.50
151751	Thames OK Tire & Auto Service	Service	\$694.34
151751	Thames OK Tire & Auto Service	Service	\$468.59
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$924.37
151751	Thames OK Tire & Auto Service	Service	\$1,499.83
151751	Thames OK Tire & Auto Service	Service	\$383.16
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$379.38
151751	Thames OK Tire & Auto Service	Service	\$536.56
151751	Thames OK Tire & Auto Service	Preventative Maintenance	\$379.12
151752	Uline Canada Corporation	Supplies	\$147.77
151752	Uline Canada Corporation	Supplies	\$130.98
151752	Uline Canada Corporation	Supplies	\$77.54
151752	Uline Canada Corporation	Supplies	\$114.24
151752	Uline Canada Corporation	Supplies	\$419.77
151755	Waddick Fuels	Fuel	\$2,616.56
151756	Waste Management of Canada	Waster Removal	\$2,220.36
151759	Work Authority	Uniforms	\$201.69
151759	Work Authority	Uniforms	\$300.00
			\$826,517.32

# Planning Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151490	Ricoh Canada Inc.	Supplies	\$3.54
151506	Thomson Reuters Canada	Office supplies	\$187.95
151525	Above & Beyond Promotions	Office Supplies	\$687.94
151570	Findlater & Associates Inc.	Consulting	\$161.03
151604	Monteith Brown	Consulting	\$3,141.40
151604	Monteith Brown	Consulting	\$1,762.80
151612	Postmedia Network Inc.	Advertising	\$912.25
151628	Sterling Marking Products	Office Supplies	\$139.78
			\$6,996.69

# Roads Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151424	A. & M. Truck Parts Limited	Parts	\$168.19
151427	AGF Rebar Inc.	Service	\$8,362.00
151432	Bell Canada-Special Billing	Phone	\$183.78
151433	Birch Run Holdings Inc.	Maintenance	\$4,407.00
151438	Carquest	Parts	\$191.99
151440	Cintas Canada Ltd.	Service	\$68.99
151444	Copps Building Materials Ltd.	Supplies	\$153.68
151447	Dorchester Home Hardware	Supplies	\$16.93
151452	Fastenal Canada, Ltd.	Parts	\$453.50
151452	Fastenal Canada, Ltd.	Service	\$107.80
151458	Glover's Tree Service	Service	\$3,616.00
151459	High Gear Auto Repair Inc.	Repair	\$638.43
151459	High Gear Auto Repair Inc.	Repairs	\$1,560.89
151459	High Gear Auto Repair Inc.	Repairs	\$239.56
151459	High Gear Auto Repair Inc.	Repairs	\$1,201.47
151459	High Gear Auto Repair Inc.	Repairs	\$169.43
151459	High Gear Auto Repair Inc.	Repairs	\$2,151.97
151459	High Gear Auto Repair Inc.	Repairs	\$356.12
151459	High Gear Auto Repair Inc.	Repairs	\$2,731.03
151459	High Gear Auto Repair Inc.	Repairs	\$479.12
151459	High Gear Auto Repair Inc.	Repairs	\$782.53
151459	High Gear Auto Repair Inc.	Repairs	\$3,086.62
151459	High Gear Auto Repair Inc.	Repairs	\$601.02
151459	High Gear Auto Repair Inc.	Repair	\$378.54
151459	High Gear Auto Repair Inc.	Repair	\$3,054.38
151459	High Gear Auto Repair Inc.	Repairs	\$979.02
151459	High Gear Auto Repair Inc.	Repairs	\$404.53
151461	Hurex	Tools	\$194.25
151463	Impresstars Professional Services	Services	\$1,378.60
151465	Johnson's Sanitation Service	Services	\$259.90
151465	Johnson's Sanitation Service	Maintenance	\$242.95
151465	Johnson's Sanitation Service	Services	\$226.00
151476	Messer Canada Inc	Services	\$76.60
151479	Milligan Concrete Cutting and Coring Inc.	Concrete Cutting	\$6,881.70
151480	Middlesex Paving & Maintenance	Maintenance	\$26,995.70
151481	Municipality of North Middlesex	Drain Maintenance	\$296.00
151481	Municipality of North Middlesex	Drain Maintenance	\$122.58
151485	London Electric Limited	Permit Refund W48/22	\$2,500.00
151487	Premier Truck Group	Parts	\$62.41
151487	Premier Truck Group	Parts	\$51.70
151487	Premier Truck Group	Parts	\$85.82
151487	Premier Truck Group	Parts	\$9.76

# Roads Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151497	Staples Advantage	Supplies	\$7.96
151501	Suncor Energy Products Inc	Stock	\$1,348.01
151507	UAP Inc.	Repairs	\$317.87
151512	Viking Cives Limited	Service	\$839.64
151513	Vlasman Excavating Ltd.	Service	\$17,204.25
151514	Waste Connections of Canada Inc.	Service	\$823.37
151523	A & B Rental Centre	Supplies	\$102.51
151524	A-N Auto Electric	Repairs	\$265.55
151526	Andrew Campbell	Expense report	\$250.00
151532	ANDERSON'S ELECTRONICS INC	Supplies	\$16.95
151546	Cintas Canada Ltd.	Supplies	\$65.85
151551	Dillon Consulting	Professional Services	\$26,896.83
151551	Dillon Consulting	Professional Services	\$55,816.35
151576	Hardy Service	Supplies	\$21.02
151576	Hardy Service	Service	\$230.51
151596	McAsphalt Industries Ltd.	Supplies	\$8,141.42
151597	McNaughton Family Shopping Centre	Supplies	\$42.34
151600	Municipality of Middlesex Centre	Drain Maintenance	\$56.77
151600	Municipality of Middlesex Centre	Drain Maintenance	\$271.60
151605	Middlesex Paving & Maintenance	Repairs	\$4,791.20
151606	Municipality of North Middlesex	Drain Maintenance	\$18.81
151611	Lissa Buren	Deposit refund E47-21	\$2,500.00
151623	Steve Gough	Expense Report	\$255.11
151629	Stratford Farm Equipment	Supplies	\$202.13
151629	Stratford Farm Equipment	Supplies	\$32.77
151632	Suncor Energy Products Inc	Fuel	\$1,849.98
151632	Suncor Energy Products Inc	Fuel	\$6,784.41
151639	UAP Inc.	Supplies	\$359.80
151639	UAP Inc.	Supplies	\$462.64
151639	UAP Inc.	Supplies	\$96.04
151661	Bluewater Recycling Association - MARS	Service	\$82.58
151661	Bluewater Recycling Association - MARS	Service	\$82.60
151663	Carquest	Supplies	\$14.61
151666	Cintas Canada Ltd.	Supplies	\$65.85
151668	Creighton Rock Drill Limited	Supplies	\$3,006.23
151672	Delaware Pump & Parts Ltd.	Supplies	\$366.80
151672	Delaware Pump & Parts Ltd.	Supplies	\$286.46
151673	Dillon Consulting	Professional Services	\$2,576.40
151682	Fastenal Canada, Ltd.	Parts	\$21.52
151687	Guild Electric Ltd	Services	\$15,963.87
151689	Ideal Pipe	Supplies	\$3,561.48
151700	Lafarge Canada Inc.	Service	\$3,473.29

# Roads Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151702	Lind Lumber Ltd.	Supplies	\$60.88
151706	Les O'Neill	Expense Claim	\$161.01
151709	McNaughton Family Shopping Centre	Supplies	\$62.10
151710	Mitchell's HBC	Supplies	\$145.09
151711	Mobil Services Inc.	Supplies	\$1,977.50
151712	Middlesex Paving & Maintenance	Service	\$24,040.75
151713	Municipality of North Middlesex	Drain Maintenance	\$222.42
151713	Municipality of North Middlesex	Drain Maintenance	\$24.39
151713	Municipality of North Middlesex	Drain Maintenance	\$357.48
151713	Municipality of North Middlesex	Drain Maintenance	\$12.32
151716	Ontario Southland Railway Inc.	Maintenance	\$594.18
151718	Willow Tree Golf	Permit Refund	\$3,500.00
151719	Active Transport	Permit Refund M371/22	\$500.00
151726	Pryde Industrial Inc.	Supplies	\$107.35
151734	Ryan Elliott's Repair Ltd	Service	\$2,101.31
151744	Summit Tree Service	Service	\$1,695.00
151745	Suncor Energy Products Inc	Fuel	\$3,451.95
151745	Suncor Energy Products Inc	Fuel	\$4,503.87
151745	Suncor Energy Products Inc	Fuel	\$4,873.38
151754	Vlasman Excavating Ltd.	Services	\$20,961.52
151758	Williams Form Hardware	Supplies	\$592.12
			\$305,446.49



# Strathmere Lodge Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151529	Allstream Business Inc.	telephone	\$52.01
151533	ARJOHUNTLEIGH CANADA INC.	EQUIP. OTHER	\$117.60
151534	Art Blake Refrigeration Limited	EQUIP. MNTCE.	\$596.08
151534	Art Blake Refrigeration Limited	EQUIP. MNTCE.	\$454.83
151536	BOB FINLAY	ENTERTAINMENT	\$250.00
151537	BOSSONS PHARMACY	HIN SUPPLIES/DRUGS	\$706.49
151538	Brenda Vanderhoek	PALLIATIVE CARE	\$310.63
151540	Cathy Annett	PETTY CASH	\$175.85
151541	CARDINAL HEALTH CANADA INC.	HOUSEKEEPING SUPPLIES	\$616.76
151541	CARDINAL HEALTH CANADA INC.	NURSING-DRUGS	\$1,449.52
151542	CAM DENOMME	ENTERTAINMENT	\$226.00
151552	DIVERSEY CANADA, INC.	LAUNDRY SUPPLIES	\$1,245.73
151553	Dominion Security Services Ltd	COVID/ PURCHASED SERVICES	\$10,983.60
151558	YUREK SPECIALTIES	NURSING-DRUGS	\$53.52
151559	JEREMY SMITH	ENTERTAINMENT	\$150.00
151560	HEATHER CLEVE	DR. NOTE	\$25.00
151561	RG HENDERSON	CONTRACTED REPAIRS	\$439.19
151562	CARERX LONDON	NURSING-DRUGS	\$148.56
151563	ESTATE OF LARRY PIERCE	ACCOMM. REFUND	\$877.56
151564	ESTATE OF MARY DEPUTTER	ACCOMM. REFUND	\$2,257.51
151565	ESTATE OF CLARENCE DEKKER	ACCOMM. REFUND	\$1,191.67
151566	MUNICIPALITY OF STRATHROY-CARADOC	WATER & SEWER	\$13,026.85
151573	Grand & Toy	SUPPLIES	\$1,220.12
151573	Grand & Toy	SUPPLIES	\$437.07
151573	Grand & Toy	SUPPLIES	\$101.70
151573	Grand & Toy	SUPPLIES	\$63.17
151573	Grand & Toy	EQUIP. OPERATION	\$675.55
151573	Grand & Toy	SUPPLIES	\$221.73
151573	Grand & Toy	supplies	\$309.63
151575	Harco Co. Ltd.	CONTRACTED REPAIRS	\$979.39
151588	LENA HODGINS	STAFF EDUCATOR	\$2,417.92
151591	London Fire Equipment Ltd.	TRAINING & DEVELOPMENT	\$800.49
151593	Lovers At Work Office Furniture	EQUIP. REPLACEMENT	\$4,127.55
151595	Marbolt	EQUIP. MNTCE.	\$113.90
151599	Medical Mart	INCONT. PRODUCTS	\$2,319.50
151599	Medical Mart	NURSING-DRUGS	\$63.28
151599	Medical Mart	NURSING-DRUGS	\$1,139.94
151599	Medical Mart	NURSING-DRUGS	\$44.07
151601	ALLEGRA	SUPPLIES	\$63.04
151607	ADVANTAGE ONTARIO	TRAINING & DEVELOPMENT	\$99.00
151607	ADVANTAGE ONTARIO	TRAINING & DEVELOPMENT	\$99.00
151619	RANDY GREY	ENTERTAINMENT	\$150.00

# Strathmere Lodge Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151622	Sanitary Sewer Cleaning	PURCHASE SERVICES	\$865.13
151624	Signmakers	UNIFORM REPLACEMENT	\$148.13
151646	W.S.I.B.	SCHEDULE 2	\$524.33
151646	W.S.I.B.	SCHEDULE 2	\$1,812.15
151648	Wood Wyant Inc.	HOUSEKEEPING SUPPLIES	\$580.37
151680	Linde Mechanical Inc.	HVAC 2021	\$93,681.97
			\$148,413.09

# Social Services Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151471	London Business Forms	Office Supplies	\$411.91
151486	Pinetree Preschool Parkhill	Jul/22 Child Care Subsidy	\$1,288.56
151491	Safeguard Business Systems Ltd.	Office Supplies	\$951.46
151503		HPP 2022-2023 015	\$250.00
151520	YMCA of Southwestern Ontario	Aug/22 WEG-EDU	\$12,972.31
151527	Across Languages Translation Service	Service	\$128.50
151527	Across Languages Translation Service	Service	\$67.50
151550	Denning's	Funeral Costs	\$7,559.67
151567	FSEAP Thames Valley	Family Counselling Services	\$12,980.00
151567	FSEAP Thames Valley	Family Counselling Services	\$12,980.00
151587		HPP 2022-2023 016	\$1,088.19
151609	ParaMed Inc	July/22 Homemakers & Nurses	\$110.04
151634		HPP 2022-2023 018	\$800.00
151641	Voyageur Transportation	July/22 CT Services	\$25,696.45
151652	Ailsa Craig & District Co-Op	Sep/22 WEG-EDU	\$221.21
151652	Ailsa Craig & District Co-Op	Sep/22 General Operating Grant	\$437.25
151652	Ailsa Craig & District Co-Op	Pay Equity Sep/22	\$29.38
151654	Angels Daycares Ontario Ltd.	Sep/22 WEG-EDU	\$3,302.60
151654	Angels Daycares Ontario Ltd.	Sep/22 General Operating Grant	\$8,820.00
151654	Angels Daycares Ontario Ltd.	One-time Funding Sep/22	\$16,750.00
151655	Angels Daycares Ontario Ltd.	Sep/22 WEG-EDU	\$3,538.94
151655	Angels Daycares Ontario Ltd.	Sep/22 General Operating Grant	\$8,190.00
151655	Angels Daycares Ontario Ltd.	One-time Funding Sep/22	\$16,750.00
151656	Angels Daycares Ontario Ltd.	Sep/22 WEG-EDU	\$2,138.99
151656	Angels Daycares Ontario Ltd.	One-time Funding Sep/22	\$16,750.00
151657	Arva's Little School House	Sep/22 WEG-EDU	\$1,526.17
151657	Arva's Little School House	Sep/22 General Operating Grant	\$3,045.00
151657	Arva's Little School House	One-time Funding Sep/22	\$24,748.00
151659	Belvoir Co-op Nursery School	Sep/22 WEG-EDU	\$1,036.52
151659	Belvoir Co-op Nursery School	2021 WEG Reconciliation	\$2,540.92
151659	Belvoir Co-op Nursery School	Sep/22 General Operating Grant	\$3,009.50
151674	Dorchester Co-Op Nursery Schoo	Sep/22 WEG-EDU	\$426.25
151674	Dorchester Co-Op Nursery Schoo	Sep/22 General Operating Grant	\$350.00
151677	E.L.M. Children's Centre	Sep/22 WEG-EDU	\$5,682.48
151677	E.L.M. Children's Centre	Sep/22 General Operating Grant	\$13,020.00
151677	E.L.M. Children's Centre	Pay Equity Sep/22	\$305.95
151677	E.L.M. Children's Centre	One-time Funding Sep/22	\$21,340.00
151694		SSRF-5 2022 010	\$443.80
151696	Kids Ko Childcare Centre Inc.	Sep/22 WEG-EDU	\$5,190.86
151696	Kids Ko Childcare Centre Inc.	2021 WEG Reconciliation	\$1,907.34
151696	Kids Ko Childcare Centre Inc.	Sep/22 General Operating Grant	\$9,135.00
151696	Kids Ko Childcare Centre Inc.	One-time Funding Sep/22	\$26,415.00
151697	Kilworth Children's Centre	Sep/22 WEG-EDU	\$7,121.42

# Social Services Payables

August 12, 2022 - September 1, 2022

Cheque Number	Vendor Name	Invoice Description	Amount
151697	Kilworth Children's Centre	Sep/22 General Operating Grant	\$10,660.00
151697	Kilworth Children's Centre	Pay Equity Sep/22	\$1,255.59
151697	Kilworth Children's Centre	One-time Funding Sep/22	\$32,463.80
151703	Little Lambs Christian Daycare	Sep/22 WEG-EDU	\$5,150.97
151703	Little Lambs Christian Daycare	Sep/22 General Operating Grant	\$7,274.90
151703	Little Lambs Christian Daycare	One-time Funding Sep/22	\$38,753.10
151704	London Children's Connection	Sep/22 WEG-EDU	\$2,050.11
151704	London Children's Connection	Sep/22 General Operating Grant	\$2,925.00
151704	London Children's Connection	Pay Equity Sep/22	\$186.04
151708	Lucan & Dist. Co-op Nursery	Sep/22 WEG-EDU	\$131.92
151708	Lucan & Dist. Co-op Nursery	Sep/22 General Operating Grant	\$487.50
151721	Pinetree Preschool Parkhill	Sep/22 WEG-EDU	\$2,501.58
151721	Pinetree Preschool Parkhill	One-time Funding Sep/22	\$8,757.50
151736	Simply Kids	Sep/22 WEG-EDU	\$6,016.38
151736	Simply Kids	Sep/22 General Operating Grant	\$9,760.80
151736	Simply Kids	One-time Funding Sep/22	\$2,683.11
151737	Mt. Brydges Sonshine Day Care	Sep/22 WEG-EDU	\$9,443.44
151737	Mt. Brydges Sonshine Day Care	Sep/22 General Operating Grant	\$12,870.00
151737	Mt. Brydges Sonshine Day Care	One-time Funding Sep/22	\$115,795.84
151757	Whitehills Childcare Ass'n.	Sep/22 WEG-EDU	\$1,942.14
151757	Whitehills Childcare Ass'n.	Sep/22 General Operating Grant	\$10,286.51
151757	Whitehills Childcare Ass'n.	Pay Equity Sep/22	\$309.07
151761	YMCA of Southwestern Ontario	Sep/22 WEG-EDU	\$12,972.31
151761	YMCA of Southwestern Ontario	Sep/22 General Operating Grant	\$25,807.50
151761	YMCA of Southwestern Ontario	One-time Funding - Lucan	\$5,271.00
151761	YMCA of Southwestern Ontario	One-time Funding - St. Vincent	\$4,220.14
			\$611,433.42

## County/City Liaison Committee Report

2nd Meeting of the County/City Liaison Committee  
June 22, 2022

**PRESENT:** Mayor E. Holder (Chair), Warden A. Warwick (Vice-Chair),  
Councillors J. Morgan, C. Burghardt-Jesson, S. Turner and  
J. Vanderheyden.

**ALSO PRESENT:** Remote attendance: A. L. Barbon, A. Bennett, K. Dickins, A.  
Greggan (ORH), C. Howard, L. Livingstone, K. Murray, B.  
Rayburn, N. Roberts, M. Schulthess and C. Traini.

The meeting is called to order at 1:01 PM; it being noted that all  
Members were in remote attendance.

### **1. Call to Order**

1.1 That it BE NOTED that no pecuniary interests were disclosed.

### **2. Consent**

None.

### **3. Scheduled Items**

None.

### **4. Items for Direction**

#### **4.1 Land Ambulance**

That the verbal update provided by Bill Rayburn and attached presentation  
from Andrew Greggan, Operational Research in Health Limited, with  
respect to the Master Plan for Paramedic Services, Draft Summary Report  
BE RECEIVED.

Motion moved by: S. Turner

Seconded by: J. Vanderheyden

**Motion Carried**

#### **4.2 2022-2026 Council Orientation**

That the verbal update provided by Bill Rayburn with respect to 2022-2026  
Council Orientation, BE RECEIVED.

Motion moved by: C. Burghardt-Jesson

Seconded by: J. Vanderheyden

**Motion Carried**

#### **4.3 Modernization for Funding for Social Services**

That the verbal update provided by Cindy Howard, GM Finance and Community  
Services, and attached presentation with respect to Modernization for Funding  
for Social Services, BE RECEIVED.

Motion moved by: S. Turner

Seconded by: J. Vanderheyden

**Motion Carried**



**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

That the meeting BE ADJOURNED.

Motion moved by: J. Vanderheyden  
Seconded by: C. Burghardt-Jesson

**Motion Carried**

The Meeting adjourned at 2:09 PM.



## Committee of Whole

---

**Meeting Date:** September 13, 2022  
**Submitted by:** Durk Vanderwerff, Director of Planning and Development  
**SUBJECT:** Middlesex Centre Official Plan Amendment No. 46; 1571145 Ontario Limited; File No. 39-MC-OPA46; Ontario Land Tribunal Appeal

---

### BACKGROUND:

1571145 Ontario Limited applied to amend the Middlesex Centre Official Plan for a property in Komoka located near the intersection of Glendon Drive (County Road 14) and Komoka Road (County Road 16). Amendment No. 46 would re-designate approximately 2.6 hectares (6.4 acres) from a 'Parks and Recreation' designation to a 'Medium Density Residential' designation to permit residential development.

### ANALYSIS:

County Council accepted the staff recommendation to approve Amendment No. 46 and the Notice of Decision was circulated in accordance with the Planning Act. The County's decision to approve Amendment No. 46 was appealed by two parties: Jim Graham, an adjacent property owner, and 1571145 Ontario Limited, the applicant. The OLT will therefore essentially act in place of County Council concerning Amendment No. 46 and the County Solicitor will represent the County in this matter.

### FINANCIAL IMPLICATIONS:

The extent of staff resources (Legal and Planning) to defend the County's decision is not yet known however it is anticipated that this will be accommodated within the approved budget. It is noted that the cumulative impact of such appeals is a challenge for resources.

### 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	Support opportunities to create a stronger and sustainable agricultural sector Support the development and prosperity of downtown core areas in Middlesex County



## Committee of the Whole

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**Meeting Date:** September 13, 2022  
**Submitted by:** Teresa Hill, Planning and Development Coordinator  
**Subject:** Final Approval of Cirrus Developments (Timberview), Plan of Subdivision; File No. 39T-SC2001, Municipality of Strathroy-Caradoc

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### **BACKGROUND:**

Cirrus Development Inc. Plan of Subdivision is located in Mount Brydges (see attached). The plan was draft plan approved in 2021 and is being developed in a single phase. The Plan consists of 20 lots for single detached dwellings, 8 semi-detached lots, 1 Block for townhouses, and various Blocks for roads and stormwater management.

### **ANALYSIS:**

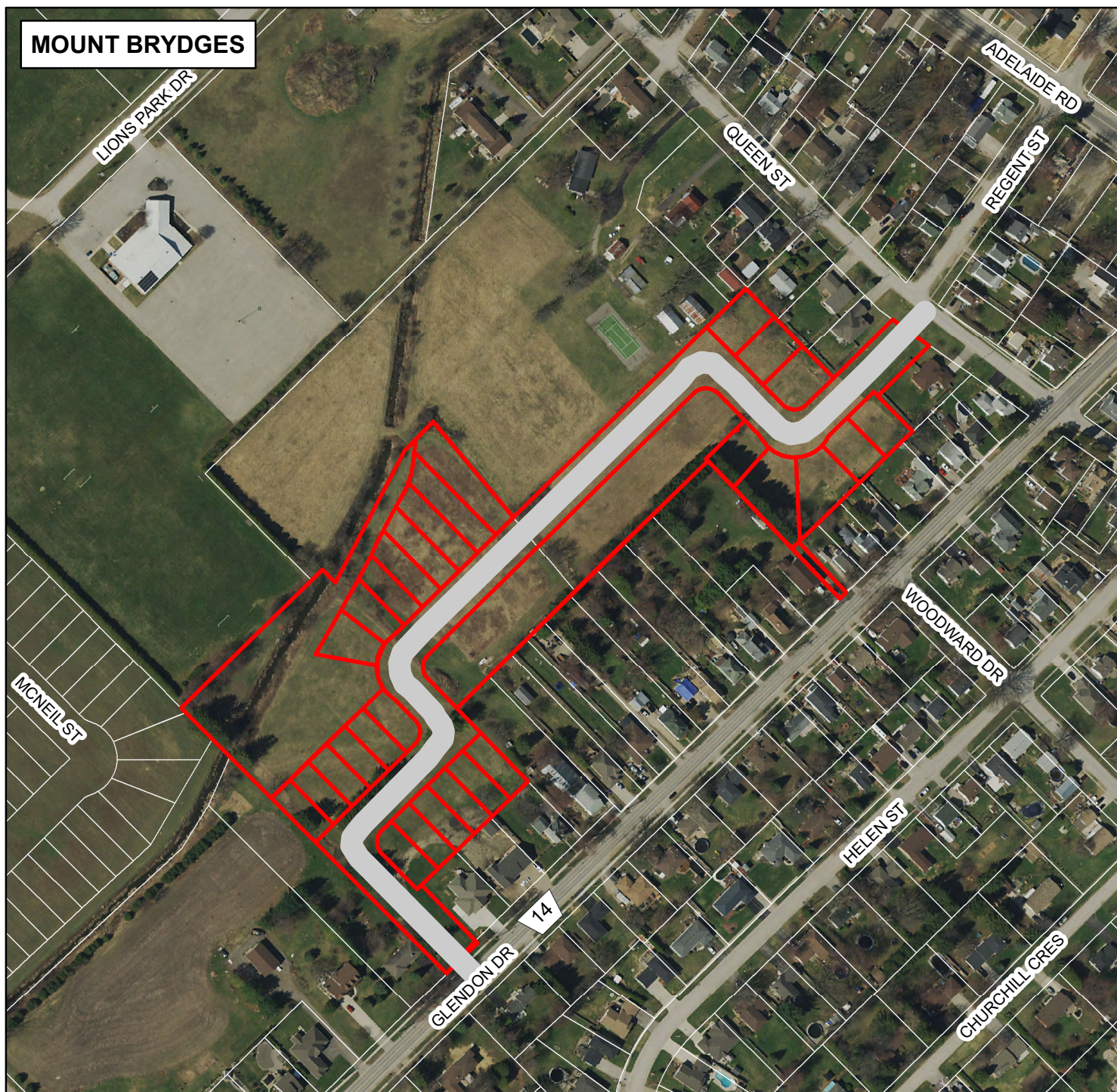
This report is to advise the Committee of the Whole that final approval was given to Cirrus Development Inc. (Timberview) Plan of Subdivision. All conditions to the approval have been cleared and the Municipality of Strathroy-Caradoc has entered into a subdivision agreement with the developer. The plans were signed by the Director of Planning and Development on July 26, 2022 and forwarded to the Land Registrar for registration.

### **Attachment**

Location Map



## MOUNT BRYDGES



### LOCATION MAP

Description:  
FINAL PLAN OF SUBDIVISION  
CIRRUS DEVELOPMENT LTD.  
MUNICIPALITY OF STRATHROY-CARADOC

File Number:  
39T-SC2001

Prepared by: Planning Department  
The County of Middlesex, August 26, 2022.



### LEGEND

 SUBJECT LANDS



1:3,000  
0 75 150  
Meters





August 19, 2022

## **AMO Policy Update – Provincial Health News from a Municipal Lens, Canada Child Care Plan Update, Flood Hazard Identification and Mapping Program**

### **Provincial Health News from a Municipal Lens**

The Deputy Premier and Minister of Health, the Honourable Sylvia Jones, made a series of health system announcements on [August 17th](#) at the close of the AMO conference and on [August 18th](#) that are of direct interest to municipal councils and staff.

Items of direct municipal interest include:

- The province announced nearly \$764 million in funding to assist municipalities with the cost of their paramedic services operations. This is an average increase of five per cent provincially compared to 2021-22 funding levels.
- The expansion of patient care models for eligible 9-1-1 patients to provide timely access to appropriate treatment in the community and help reduce unnecessary emergency department visits.
  - Currently, these patient care models enable paramedics to treat and refer mental health and addictions and palliative care patients to appropriate services in the community where available.
  - The government is working with key partners to expand these models to different patient groups, such as people with diabetes and epilepsy, and implement a new treat and release model with recommendations to patients for appropriate follow-up care.
- Ontario is providing approximately \$47 million through to the end of 2023 to public health units and municipalities to provide financial stability so they can deliver key public health services across the province.
  - This funding announcement is very welcome.
  - It is in addition to continuing the increased provincial investments to support the public health sector's response to COVID-19.
- Ontario is implementing processes to improve ambulance offloading currently being experienced by patients and paramedic services.
- Ontario is introducing legislation that, if passed, will support patients whose doctors have said they no longer need hospital treatment and should instead be placed in a long-term care home while they wait for their preferred home.
- Ontario will continue to fund community paramedicine to provide additional care



for seniors in their own homes before their admission to a long-term care home.

- AMO is very supportive of community paramedicine programs as it is cost-efficient and keeps people in their homes where they prefer to be. However, for years we have urged that it needs a legislative base and stable funding rather than pilot funding. AMO's June 2021 joint paper with the Ontario Association of Paramedic Chiefs (OAPC) on our [proposed CP policy framework](#) is here for your reference.
- The province will continue to provide COVID-19 and flu shots to Ontarians so they can stay up to date with their vaccinations to protect themselves and reduce the number of hospitalizations.

We understand that additional details will follow over the fall from the Ministries of Health and Long-Term Care on these expanded initiatives. We will provide updates when available.

## Canada Early Learning and Child Care (CWELCC) Implementation Plan Update

The Ministry has updated the 2022 CWELCC Guidelines and O. Reg 137/15, making key changes to support participation in the CWELCC System. These include:

- extending enrolment dates to November 1, 2022, for licensees to sign on to the CWELCC system
- directing service system managers (SSMs) to process applications and confirm eligibility within 10 calendar days of date of application
- directing SSMs and licensees to execute an agreement within 30 calendar days of date of application
- requiring licensees to provide rebates to families within 20 calendar days of receiving funding from the SSM
- confirming that licensees applying to the CWELCC System may withdraw their application at any time, or terminate their participation in the System, subject to the terms of their CWELCC System service agreement; CMSMs/DSSABs may not impose any penalties related to a licensee's termination
- clarifying that licensees operating as for-profit corporations or individuals can continue to earn profit and licensees operating as not-for-profit corporations will be permitted a surplus amount to build reserves or reinvest in the organization.

Municipalities must share an example of a standard agreement with all licensed operators in their region by August 29, 2022 and meet corresponding deadlines for processing of applications. Despite these extended deadlines, parents should still see savings on average of 50% by December 31, as originally scheduled.

As next steps, consultations have begun with the Minister's Advisory Group to support the development of the Child Care Funding Formula which is planned for implementation in 2023. The Ministry also plans to consult with child care partners on additional CWELCC priorities, including workplace recruitment and retention, and the development of a growth and inclusion framework to support space expansion priorities as well as the needs of vulnerable and diverse populations. CMSMs/DSSABs will be expected to develop space expansion plans and build on existing community service plans for submission to the Ministry in late 2022.

## Ontario Now Accepting Applications for Flood Hazard Identification and Mapping Program (FHIMP)

On August 12<sup>th</sup>, the Ministry of Natural Resources and Forestry (MNRF), in partnership with Natural Resources Canada (NRCAN), launched applications for the [Federal Flood Hazard Identification and Mapping Program](#). Up to 50% matched federal funding can be received for eligible flood mapping projects.

Applications from municipalities, Indigenous communities, planning authorities, and conservation authorities are encouraged and will be accepted until 4:30pm EST on September 16, 2022.

The Ministry is hosting two identical information webinars on August 24<sup>th</sup> from 9:30-11:30am, and August 30<sup>th</sup> from 9:30-11:30am. To register for one of these events, please complete this [form](#). For additional program information visit [www.ontario.ca/page/flood-hazard-identification-and-mapping-program](http://www.ontario.ca/page/flood-hazard-identification-and-mapping-program) or contact [FHIMPapplications@ontario.ca](mailto:FHIMPapplications@ontario.ca) should you need to reach out to MNRF staff.

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



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## POLICY UPDATE

August 29, 2022

# **AMO Policy Update – Standing Committee on *Bill 3*, Strengthening Public Health, Increasing and Preserving Purpose-Built Rental Housing Strategy**

## **Presentation to Standing Committee on *Bill 3*, *Strong Mayors*, *Building Homes Act*, 2022**

AMO's Executive Director, Brian Rosborough, presented today to the Standing Committee on Heritage, Infrastructure and Cultural Policy regarding Bill 3, *Strong Mayors, Building Homes Act*, 2022. AMO's comments on the Bill are summarized in a letter to the Committee that can be found [here](#). While the AMO Board did not take a position on the Bill in general, the letter outlines a number of AMO Board recommendations, including the need for broad public and municipal consultation as the government considers the extension of Bill 3 measures to additional municipalities.

## **Strengthening Public Health: Now and for the Future**

AMO has consistently advocated for and provided the government with advice on behalf of municipal governments about public health. A new submission "[Strengthening Public Health in Ontario: Now and for the Future](#)" has been provided to the Ministry of Health.

Ontario's municipal governments have a vested interest in strengthening the public health system for the residents they serve given their role as governors, co-funders, employers and in some cases, direct service deliverers. AMO's goal is to work with the Province of Ontario to strengthen public health, help end hallway health care, and reduce overall health costs through finding efficiencies to reinvest into services, not by increasing the municipal cost-share contribution.

Much has changed since the onset of the COVID-19 pandemic. AMO believes that

this requires a fresh look at what is needed to sustain and enhance the public health system. AMO is calling for an inquiry on lessons learned from the pandemic, for local and provincial public health, and then a resumption of the consultation on public health modernization once the pandemic has ended. In addition, more immediate needs for the system have been identified including funding and specific attention paid to public health in provincial health human resource planning. For more details, please see the [submission](#) on the AMO website.

## Increasing and Preserving Purpose-Built Rental Housing: The Need for an Ontario Strategy

The province's housing plan must include a 'made-in-Ontario' strategy to both increase and preserve purpose-built rental. While home ownership is important, rental housing is the only viable option for many Ontarians. There is scarce rental supply in most communities, and it is often unaffordable for moderate and low-income people. New rental housing needs to be built, and existing stock, especially affordable units, must be preserved.

AMO recommended, as part of the [Blueprint for Action: An Integrated Approach to Address the Housing Crisis](#), that the provincial government develop and implement a rental housing strategy and put in place other measures for this type of housing stock. This and other recommendations were provided to the Ministry of Municipal Affairs and Housing in the AMO submission titled "[Increasing and Preserving Purpose-Built Rental Housing: The Need for an Ontario Strategy](#)".

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