



**MIDDLESEX COUNTY COUNCIL
AGENDA**

Tuesday, March 28, 2023, 1:00 PM
Middlesex County Building
399 Ridout Street North, London

THE MEETING WILL BE AVAILABLE AS FOLLOWS:

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

Pages

- 1. CALL TO ORDER AND WARDEN'S REMARKS**
- 2. PROVISION FOR DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**
- 3. APPROVAL OF THE AGENDA**

Moved by _____

Seconded by _____

THAT the Agenda be approved as presented.

- 4. ADOPTION OF MINUTES AND RECOMMENDATIONS OF THE COMMITTEE OF THE WHOLE**

- | | | |
|-----|---|----|
| 4.a | Minutes of the March 14, 2023 Meeting of County Council | 1 |
| 4.b | Minutes of the March 14, 2023 Budget Meeting | 15 |
| 4.c | Closed Session Minutes of the March 14, 2023 Budget Meeting | |

4.d	Minutes of the March 20, 2023 Budget Meeting	20
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Moved by _____

Seconded by _____

THAT the Minutes of the March 14, 2023 Meeting of Council, March 14, 2023 Budget Meeting, March 14, 2023 Closed Session and March 20, 2023 Budget Meeting be approved as presented; and

THAT the recommendations made by Committee of the Whole as set out in the Minutes of the March 14, 2023 Meeting, March 14, 2023 Budget Meeting, and March 20, 2023 Budget Meeting be adopted.

5. NEW BUSINESS

5.a ACTION ITEMS

5.a.1	MOH Primary Data Sharing and Service Agreement	24
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Report from Neal Roberts, Chief, Middlesex-London Paramedic Service

Moved by _____

Seconded by _____

THAT Middlesex County Council receive this report and authorize the Chief of Middlesex-London Paramedic Service to execute the Primary Data Sharing and Service Agreement with the Ontario Ministry of Health.

5.a.2	Purchase of Service Renewal – LEADS Employment Services - Skills That Work Program April 1, 2023 – December 31, 2023	68
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Report from Joe Winsor, Manager of Social Services and Cindy Howard, General Manager of Finance and Community Services

Moved by _____

Seconded by _____

THAT a by-law be introduced at the March 28th, 2023 Council meeting to:

a. Authorize and approve the contract with Leads Employment Services for the Skills That Work program from April 1st, 2023 to December 31st, 2023, with the potential to extend to March 31st, 2024, for Ontario Works participants that have identified with life stabilization challenges and employment barriers; and

b. Authorize the Warden and the County Clerk to execute the Agreement.

5.a.3 County Forest; Sale of Timber; Bayne and McMaster Tracts 80

Report from Mark Brown, Woodlands Conservation Officer

Moved by _____

Seconded by _____

THAT the tender submitted by Townsend Lumber Inc. in the amount of \$45,500.00 for Tender W2023B be accepted; and

THAT a by-law be introduced at the March 28th, 2023 Council meeting to:

a. Authorize and approve the logging contract with Townsend Lumber Inc.; and

b. Authorize the Warden and the County Clerk to execute the Agreement

5.a.4 2023 Tax Rates 102

Report from Cindy Howard, GM Finance and Community Services, County Treasurer and Deputy CAO

Moved by _____

Seconded by _____

THAT the 2023 Tax Ratios for the County of Middlesex remain the same as 2022, and that the Tax Ratio By-law be forwarded to County Council for approval.

6. INQUIRIES

7. NOTICES OF MOTION

8. COUNCILLOR'S COMMENTS AND OTHER BUSINESS

9. COMMITTEE OF THE WHOLE

Moved by _____

Seconded by _____

THAT Committee of the Whole convene at ____ pm.

9.a DELEGATIONS

9.a.1 MPAC Property Assessment in Ontario 111

Presentation by Brenda Slater, Account Manager, MPAC and
Anne Haines, Regional Manager, MPAC

Moved by _____

Seconded by _____

THAT the MPAC Property Assessment in Ontario presentation
be received for information.

9.b REPORTS FROM COUNTY OFFICERS

9.b.1 Middlesex County Organizational Structure 120

Presentation from Bill Rayburn, CAO and Jessica Ngai, Director
of Human Resources

Moved by _____

Seconded by _____

THAT the Middlesex County Organizational Structure
presentation be received for information.

9.c ACTION ITEMS

**9.c.1 Middlesex Centre Official Plan Amendment No. 61;
Housekeeping Amendment 131**

Report from Durk Vanderwerff, Director of Planning and
Development

Moved by _____

Seconded by _____

THAT Amendment No. 61 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.

- 9.c.2 Provincially-Required Annual Quality Improvement Plan - 2023/24 143

Report from Brent Kerwin, Strathmere Lodge Administrator

Moved by _____

Seconded by _____

THAT the 2023/24 Quality Improvement Plan be approved by County Council and the Strathmere Lodge Administrator be directed to submit the compliance report.

- 9.c.3 Access and Inclusion Childcare Framework – Canada-Wide Early Learning and Child Care Agreement 150

Report from Joe Winsor - Manager, Social and Children's Services and Cindy Howard, General Manager of Finance and Community Services

Moved by _____

Seconded by _____

THAT this report be received for information on Targeted Expansion of Licensed Child Care through the Canada-Wide Early Learning and Child Care Agreement; and;

THAT the Social Services staff be directed to append Appendix A of this report to the London-Middlesex Child Care and Early Years Service System Plan, 2019-2023.

9.d CORRESPONDENCE AND INFORMATION ITEMS

- 9.d.1 Electronic Payments - February 2023 159

Moved by _____

Seconded by _____

THAT item 9.d.1. be received for information.

- 9.d.2 Thank-You letter from the family of Past Warden Jack Baker 163

9.d.3	Final Approval of Cudney Blue (2270942 Ontario Ltd.), Plan of Subdivision; File 39T-MC2004, Municipality of Middlesex Centre Report from Teresa Hill, Planning and Development Coordinator	164
9.d.4	Ontario Land Tribunal Appeal of Proposed Plan of Subdivision File No. 39T-MC0902; South Winds; Middlesex Centre Report from Durk Vanderwerff, Director of Planning and Development	166
9.d.5	Letter from Ministry of Health - March 1, 2023	167
9.d.6	Middlesex Accessibility Advisory Committee Meeting Minutes - March 13, 2023	168
9.d.7	Public Sector Salary Disclosure Report from Cindy Howard, General Manager of Finance and Community Services, County Treasurer and Deputy CAO	173
9.d.8	2023 Annual Repayment Limit Report from Cindy Howard, General Manager of Finance and Community Services / County Treasurer / Deputy CAO	176
9.d.9	2022 Council Remuneration and Expenses Report from Cindy Howard, GM Finance and Community Services, County Treasurer and Deputy CAO	180

Moved by _____

Seconded by _____

THAT Items 9.d.2 to 9.d.9 be received for information.

9.e CLOSED SESSION

Moved by _____

Seconded by _____

THAT Committee of the Whole convene in Closed Session at ____ pm in order to consider personal matters about an identifiable individual, labour relations or employee negotiations, and a position, plan, procedure, criteria or instruction to be applied to negotiations carried on or to be carried on by or on behalf of the municipality as part of employee negotiations in accordance with subsections 239(2)(b)(d)(k).

9.e.1 Employee Negotiations

Report from Bill Rayburn, CAO

Moved by _____

Seconded by _____

THAT Committee of the Whole rise from Closed Session at ____
pm.

9.f RISE AND REPORT FROM CLOSED SESSION

Moved by _____

Seconded by _____

THAT Committee of the Whole rise at ____ pm.

10. BY-LAWS

10.a	#7218 - A BY-LAW to prescribe a Tariff of Fees for processing applications with respect to planning matters	184
10.b	#7219 - A BY-LAW to amend By-Law #7204 to appoint Board Members to the MLEMS Authority Board	186
10.c	#7220 - A BY-LAW to appoint Paul Shipway as Clerk	190
10.d	#7221 - A BY-LAW to authorize an Agreement with LEADS Employment Services London Inc.	196
10.e	#7222 - A BY-LAW to authorize a Professional Timber Harvesting Services Agreement with Townsend Lumber Inc.	206
10.f	#7223 - A BY-LAW to Adopt the 2023 Budget of the County of Middlesex	226
10.g	#7224 - A BY-LAW to Adopt Tax Rates and the Payment Schedule for the 2023 County Levy	277

- 10.h #7225 - A BY-LAW to Confirm Proceedings of the March 22, 2022 meeting of Council

281

Moved by _____

Seconded by _____

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

Moved by _____

Seconded by _____

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

11. ANNOUNCEMENTS

11.a Middlesex Municipal Day - Tuesday May 2, 2023

11.b Warden's Charity Golf Tournament - Thursday, June 22, 2023

11.c Next Meetings

Tuesday, April 11, 2023

Tuesday, May 9, 2023

Tuesday, May 23, 2023

12. ADJOURNMENT

Accessible formats and communication supports are available upon request. Please contact Marci Ivanic, Legislative Services Manager/Clerk to make a request. mivanic@middlesex.ca

Moved by _____

Seconded by _____

That the meeting adjourn at p.m.

MIDDLESEX COUNTY COUNCIL

MINUTES

Tuesday, March 14, 2023, 1:00 PM
Middlesex County Building
399 Ridout Street North, London

Members Present Warden Burghardt-Jesson
 Councillor Brennan
 Councillor Clarke
 Councillor DeViet
 Councillor Grantham
 Councillor Mayhew
 Councillor McMillan
 Councillor McGuire
 Councillor Ropp
 Councillor Smibert

1. CALL TO ORDER AND WARDEN'S REMARKS

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

"We acknowledge that the land we stand upon today is the traditional territory of the Attawandaron (Add-a-won-da-run), Anishinabeg (Ah-nish-in-a-beg), Haudenosaunee (Hoden-oh-show-nee), and Lunaapeewak (Len-ahpay-wuk) peoples who have long standing relationships to the land, water and region of Southwestern Ontario. The local First Nation communities of this area include Chippewas of the Thames First Nation, Oneida Nation of the Thames First Nation, and Munsee-Delaware Nation. The Middlesex County Building is on a land within the areas of Treaties 21 and 29 and the London Township Treaty 6. We value the significant contributions, both in the past and the present of local and regional first nations of Turtle Island. We acknowledge historic and ongoing injustices that indigenous peoples endure in Canada and we affirm our commitment to honouring indigenous voices, nations and cultures, and to moving forward in the spirit of reconciliation and respect.

Many of us around the table had the pleasure and honour of knowing Duncan McPhail. Duncan was the Mayor of West Elgin and Past Warden of Elgin County.

Duncan passed away on the weekend. To say it came as a shock is an understatement. Duncan was larger than life. If you knew him, you knew and experienced his generous, supportive and positive personality. He always welcomed you with a smile and a big, bear hug.

While Duncan was an Elgin County Councillor, he was a friend to Middlesex. Past Warden Marigay Wilkins shared many memories with me over the past few weeks, when we talked about Duncan. It was Duncan who encouraged her to enter the political forum. Marigay shared a story with me that shows his generous spirit. For years he grew pumpkins. He and his first wife got to know an owner of one of the Detroit Airport parking lots. They developed a great friendship and because of that for years (before paperwork got to labourous), he would bring a truckload of pumpkins to the lot, so that everyone as they exited received a free pumpkin. As Marigay said, he just had a big heart.

Past Warden Kurtis Smith shares memories of attending events with his wife Bridget and Duncan and his wife Norma when they were both Wardens in 2019. Kurtis observes that at first glance it seems like an unlikely friendship—the well-seasoned Warden from Elgin and Kurtis the young Warden from Middlesex. But a friendship developed and the 2 enjoyed their terms as Warden together.

Kurtis's description of Duncan, is the same as so many have shared—a fun adventurous, community-oriented family man with a big personality and the gift of being a great story teller.

On Saturday night, I was watching the announcement of the Final Four Communities in the Kraft Hockeyville Campaign. I was beyond excited, when West Lorne was announced. I knew that it was going to be so much fun watching Duncan be the cheerleader for his community. He would have loved that so. I will miss Duncan's humour, his support and his wisdom...he served his community well and his community is better for his service and I like to think I am better for having known him.

I know you all join me in sending our condolences to West Elgin, Elgin County but most importantly to Norma and his family.

Rest Well Duncan..."

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

None.

3. APPROVAL OF THE AGENDA

Moved by Councillor Mayhew
Seconded by Councillor Smibert

THAT the Agenda be approved as presented.

Carried

4. ADOPTION OF MINUTES AND RECOMMENDATIONS OF THE COMMITTEE OF THE WHOLE

- 4.a Minutes of the February 14, 2023 meeting of County Council and the Committee of the Whole

Moved by Councillor Clarke
Seconded by Councillor Ropp

THAT the Minutes of the February 14, 2023 Meeting of Council and Committee of the Whole be approved as presented; and

THAT the recommendations made by Committee of the Whole as set out in the Minutes of the February 14, 2023 meeting be adopted.

Carried

- 4.b Minutes of the February 14, 2023 Visioning Session - Education and Training

- 4.c Closed Meeting Minutes of the February 14, 2023 meeting of County Council

- 4.d Closed Meeting Minutes of the February 14, 2023 Education and Training Session

Moved by Councillor Grantham
Seconded by Councillor Brennan

THAT the Minutes of the February 14, 2023 Education and Training Session; the Closed Meeting Minutes of the February 14, 2023 Education and Training Session and the Closed Meeting Minutes of the February 14, 2023 regular meeting of Council be approved as presented.

Carried

5. NEW BUSINESS

5.a ACTION ITEMS

5.a.1 Land Ambulance Dispatch Consultant

Report from Bill Rayburn, CAO

Moved by Councillor McGuire

Seconded by Councillor DeViet

THAT the hiring of Fitch & Associates for the provision of Land Ambulance Dispatch consulting services at the cost of \$40,000.00 USD (\$54,420.20 CAD), before taxes, be approved and that the Chief of Middlesex-London Paramedic Services be authorized to execute all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor and Chief Administrative Officer.

Carried

5.a.2 MLPS 2023 Response Time Performance Plan Compliance

Report from Neal Roberts, Chief, Middlesex-London Paramedic Service

Moved by Councillor Smibert

Seconded by Councillor McGuire

THAT the Middlesex-London Paramedic Service Response Time Performance Plan results be received for information; and

THAT County Council direct the Chief, Middlesex London Paramedic Service to submit the annual performance report to the Ontario Ministry of Health, no later than March 31, 2023.

Carried

5.a.3 911 Central Emergency Reporting Bureau (CERB) Contract Renewal with London Police Department

Report from Chris Traini, Deputy CAO/County Engineer

Moved by Councillor Grantham

Seconded by Councillor Clarke

THAT a by-law be introduced at the March 14, 2023 meeting to:

- a. Authorize and approve the Central Emergency Reporting Bureau (CERB) (Neutral Answering) Agreement between The Corporation of the County of Middlesex and the London Police Services Board effective March 20, 2023; and
- b. Authorize the Warden and the County Clerk to execute the Agreement.

Carried

5.a.4 Appointment to the Middlesex London Food Policy Council

Report from Warden Cathy Burghardt-Jesson and Deputy Warden Aina DeViet

Moved by Councillor McMillan
Seconded by Councillor Brennan

THAT the necessary by-law be introduced at the March 14, 2023 meeting of Council to appoint Councillor Michelle Smibert to the Middlesex London Food Policy Committee.

Carried

5.a.5 Tender for Glass Beads Contract M-G-23

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Grantham
Seconded by Councillor Smibert

THAT the County Engineer be authorized and directed to award Tender M-G-23 Reflective Glass Beads to Opta Waterdown Inc. in the amount of \$61,654.1 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.6 Quotation for Roadside Weed Spraying

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Mayhew

Seconded by Councillor Clarke

THAT the County Engineer be authorized and directed to award Quotation M-A-23 Roadside Weed Spray to Green Stream in the amount of \$61,654.10 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.7 Tender for Cold in Place Asphalt Recycling Contract M-C-23

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor McGuire

Seconded by Councillor Mayhew

THAT the County Engineer be authorized and directed to award Tender M-C-23 Cold in Place Recycling to Lavis Contracting Co. in the amount of \$2,119,230.00 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.8 Tender for Concrete Curb and Gutter Contract M-F-23

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Smibert

Seconded by Councillor DeViet

THAT the County Engineer be authorized and directed to award Tender M-F-23 Concrete Curb and Gutter to Ro-Buck Construction Ltd. in the amount of \$258,620.50 before taxes and that the County Engineer be authorized to execute, on behalf of the County of

Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.9 Tender for the Supply and Installation of Sub Drains M-E-23

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Clarke

Seconded by Councillor Mayhew

THAT the County Engineer be authorized and directed to award Tender M-E-23 Sub Drains to Van Bree Drainage. in the amount of \$97,225.00 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.10 Tender for Hot Mix Asphalt Contract M-B-23-A

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Ropp

Seconded by Councillor Grantham

THAT the County Engineer be authorized and directed to award Tender M-B-23-A Hot Mix Asphalt to GIP Paving Inc. in the amount of \$5,347,000.00 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.11 Tender for Hot Mix Asphalt Contract M-B-23-B

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor Brennan
Seconded by Councillor Smibert

THAT the County Engineer be authorized and directed to award Tender M-B-23-B Hot Mix Asphalt to J-AAR Excavation LTD. in the amount of \$1,990,880.00 before taxes and that the County Engineer be authorized to execute, on behalf of the County of Middlesex, all agreements and other documents necessary to implement this award on confirmation that such agreements and other documents be in a form satisfactory to the County Solicitor.

Carried

5.a.12 Dedicated Offload Delay Nurse Program Contract Renewal

Report from Neal Roberts, Chief, Middlesex-London Paramedic Service

Moved by Councillor Brennan
Seconded by Councillor Ropp

THAT a by-law be introduced at the March 14, 2023 meeting to:

- a. Authorize and approve an agreement between the London Health Sciences Centre, the County of Middlesex and the Middlesex-London Paramedic Service for the Dedicated Offload Nurse Program for the period April 1, 2022 to March 31, 2023; and
- b. Authorize the Warden, the County Clerk and the Chief, Middlesex-London Paramedic Service to execute the Agreement.

Carried

6. INQUIRIES

None.

7. NOTICES OF MOTION

None.

8. COUNCILLOR'S COMMENTS AND OTHER BUSINESS

Warden Burghardt-Jesson recognized Strathroy-Caradoc resident Jake Higgs for his participation on Team Nunavut at the 2023 Tim Hortons Brier.

8.a A Call to the Provincial government to End Homelessness in Ontario

Moved by Councillor DeViet

Seconded by Councillor Mayhew

WHEREAS the homeless crisis is taking a devastating toll on families and communities, undermining a healthy and prosperous Ontario;

WHEREAS the homelessness crisis is the result of the underinvestment and poor policy choices of successive provincial governments;

WHEREAS homelessness requires a range of housing, social service and health solutions from government;

WHEREAS homelessness is felt most at the level of local government and the residents that they serve;

WHEREAS municipalities and District Social Administration Boards are doing their part, but do not have the resources, capacity or tools to address this complex challenge; and,

WHEREAS leadership and urgent action is needed from the provincial government on an emergency basis to develop, resource, and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario.

THEREFORE BE IT RESOLVED THAT the County of Middlesex calls on the Provincial Government to urgently:

1. Acknowledge that homelessness in Ontario is a social, economic, and health crisis;
2. Commit to ending homelessness in Ontario;
3. Work with AMO and a broad range of community, health, Indigenous and economic partners to develop, resource, and implement an action plan to achieve this goal.

AND FURTHER THAT a copy of this motion be sent to the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services; the Minister of Health; and to the Association of Municipalities of Ontario.

Carried

9. COMMITTEE OF THE WHOLE

Moved by Councillor Smibert

Seconded by Councillor DeViet

THAT Council convene in Committee of the Whole at 1:42pm.

Carried

9.a DELEGATIONS

9.a.1 Committee to Establish a Middlesex County Archives

Presentation by Carol Small, Chair, Committee to Establish a Middlesex County Archives.

Moved by Councillor McGuire

Seconded by Councillor McMillan

THAT the Middlesex County Archives presentation be received for information.

Carried

9.b REPORTS FROM COUNTY OFFICERS

None.

9.c ACTION ITEMS

9.c.1 North Middlesex Official Plan Amendment No. 14; File No. 39-NM-OPA14; Housekeeping Amendment

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Smibert

Seconded by Councillor Clarke

THAT Amendment No. 14 to the North Middlesex 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.

Carried

9.c.2 Newbury Official Plan Amendment No. 15; Concession Drive; File No. 39-NEW-OPA15

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor DeViet

Seconded by Councillor Mayhew

THAT Amendment No. 15 to the Newbury 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.

Carried

9.c.3 Proposed Plan of Condominium (File No. 39T-SC-CDM2001); Strathroy-Caradoc; Wagstaff Place

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Grantham

Seconded by Councillor Clarke

THAT the proposed Plan of Condominium (File No. 39T-SC-CDM2001) 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

9.c.4 Planning Approval Authority Fee Review

Report from Durk Vanderwerff, Director of Planning and Development

Moved by Councillor Ropp

Seconded by Councillor McMillan

THAT the By-law necessary to adopt the Planning Act Tariff of Fees attached as Schedule A to this report be prepared and introduced at the March 28, 2023 meeting of Council.

Carried

9.c.5 Award of Hot Mix Asphalt Paving & Cold Asphalt Recycling Contracts

Report from Ryan Hillinger, Engineering Supervisor

Moved by Councillor DeViet

Seconded by Councillor Brennan

THAT the 2023 construction schedule for capital road works proceed as indicated in the budget.

Carried

9.d CORRESPONDENCE AND INFORMATION ITEMS

9.d.1 General Payables February 3, 2023 to March 2, 2023 totaling \$736,444.88

9.d.2 ITS Payables February 3, 2023 to March 2, 2023 totaling \$122,796.77

9.d.3 Library Payables February 3, 2023 to March 2, 2023 totaling \$174,241.87

9.d.4 MLPS Payables February 3, 2023 to March 2, 2023 totaling \$1,118,538.18

9.d.5 Planning Payables February 3, 2023 to March 2, 2023 totaling \$950.38

9.d.6 Roads Payables February 3, 2023 to March 2, 2023 totaling \$859,545.31

9.d.7 Social Services Payables February 3, 2023 to March 2, 2023 totaling \$908,363.13

9.d.8 Strathmere Lodge February 3, 2023 to March 2, 2023 totaling \$247,961.37

9.d.9 Economic Development Payables February 3, 2023 to March 2, 2023 totaling \$11,444.90

9.d.10 Electronic Payments - January 2023

Moved by Councillor Ropp

Seconded by Councillor McGuire

THAT Items 9.c.1 to 9.c.10 be received for information.

Carried

9.d.11 AMO Policy Update - February 9, 2023

9.d.12 AMO Policy Update - February 13, 2023

9.d.13 Board of Health Update - February 2023

9.d.14 Petition for Glendon/Melbourne Intersection Visibility Improvements

Moved by Councillor Grantham

Seconded by Councillor Clarke

THAT Items 9.d.11 to 9.d.14 be received for information.

Carried

Moved by Councillor Ropp

Seconded by Councillor Mayhew

THAT Committee of the Whole rise at 2:32pm.

Carried

10. BY-LAWS

10.a #7214 - A BY-LAW to authorize a Central Emergency Reporting Bureau (CERB) (Neutral Answering) Agreement with the London Police Services Board

10.b #7215 - A BY-LAW to Appoint a representative to the Middlesex London Food Policy Council

10.c #7216 - A BY-LAW to authorize a Service Agreement with LHSC and MLPS

10.d #7217 - A BY-LAW to Confirm the Proceedings of County Council on March 14, 2023

Moved by Councillor Mayhew

Seconded by Councillor McMillan

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

Carried

Moved by Councillor DeViet

Seconded by Councillor Smibert

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

Carried

11. ANNOUNCEMENTS

11.a Middlesex Municipal Day - Tuesday, May 2 , 2023

11.b Warden's Charity Golf Tournament - Thursday, June 22, 2023

12. ADJOURNMENT

Moved by Councillor McGuire

Seconded by Councillor DeViet

That the meeting adjourn at 2:34 pm.

Carried

Marci Ivanic, County Clerk

Cathy Burghardt-Jesson, Warden

MIDDLESEX COUNTY COUNCIL

MINUTES

Tuesday, March 14, 2023, 10:00 AM
Middlesex County Building
399 Ridout Street North, London

Members Present Warden Burghardt-Jesson
 Councillor Brennan
 Councillor Clarke
 Councillor DeViet
 Councillor Grantham
 Councillor Mayhew
 Councillor McMillan
 Councillor McGuire
 Councillor Ropp
 Councillor Smibert

1. CALL TO ORDER AND WARDEN'S REMARKS

Warden Burghardt-Jesson called the meeting to order at 10:00am and addressed Council as follows:

"We acknowledge that the land we stand upon today is the traditional territory of the Attawandaron (Add-a-won-da-run), Anishinabeg (Ah-nish-in-a-beg), Haudenosaunee (Hoden-oh-show-nee), and Lunaapeewak (Len-ahpay-wuk) peoples who have long standing relationships to the land, water and region of Southwestern Ontario. The local First Nation communities of this area include Chippewas of the Thames First Nation, Oneida Nation of the Thames First Nation, and Munsee-Delaware Nation. The Middlesex County Building is on a land within the areas of Treaties 21 and 29 and the London Township Treaty 6. We value the significant contributions, both in the past and the present of local and regional first nations of Turtle Island. We acknowledge historic and ongoing injustices that indigenous peoples endure in Canada and we affirm our commitment to honouring indigenous voices, nations and cultures, and to moving forward in the spirit of reconciliation and respect."

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

3. APPROVAL OF THE AGENDA

Moved by Councillor Mayhew

Seconded by Councillor Smibert

THAT a Closed Session be added to the agenda as part of Item 4 b - the 2023 Budget Presentation from Cindy Howard, GM Finance and Community Services in order to consider personal matters about an identifiable individual, including municipal or local board employees; and

THAT the Agenda as amended be approved.

Carried

Moved by Councillor McGuire

Seconded by Councillor Grantham

THAT Council convene in Committee of the Whole at 10:06 am.

Carried

4. PRESENTATIONS

4.a MLHU 2023 Budget Presentation

Presentation by Emily Williams, CEO, MLHU and Dave Jansseune, Associate Director of Finance/CFO, MLHU. A copy of the presentation is attached.

Moved by Councillor DeViet

Seconded by Councillor Clarke

THAT the MLHU 2023 Budget Presentation be received for information.

Carried

4.b 2023 Budget Presentation

Presentation by Cindy Howard, General Manager of Finance and Community Services

Moved by Councillor DeViet

Seconded by Councillor Grantham

THAT the Committee convene in Closed Session to consider personal matters about an identifiable individual, including municipal or local board

employees, pursuant to subsection 239(2)(b) of the Municipal Act - in relation to the draft 2023 Budget at 10:47am.

Carried

4.b.1 Closed Session

Moved by Councillor Mayhew
Seconded by Councillor Smibert

THAT the Committee rise from Closed Session at 11:09am.

Carried

4.b.2 Rise and Report from Closed Session

Warden Burghardt-Jesson reported that the Committee received information in Closed Session with respect to personal matters about identifiable individuals.

5. 2023 BUDGET

5.a 2023 Budget Summary

5.b 2023 Budget Committee Recommendations

5.b.1 Minutes of the March 9, 2023 meeting of the Budget Committee

Moved by Councillor McGuire
Seconded by Councillor Smibert

THAT consideration of Items 5.c. to 5.o. be deferred to a Budget Meeting to be scheduled for next week.

Carried

Moved by Councillor Clarke
Seconded by Councillor Brennan

THAT the 2023 Budget Presentation (Item 4.b), the 2023 Budget Summary (Item 5.a) and the Budget Committee Recommendations (Item 5.b) be received for information.

Carried

- 5.c Administration
- 5.d Planning and Woodlots
- 5.e Economic Development
- 5.f Information Technology Services
- 5.g Social Services
- 5.h Transportation
- 5.i Strathmere Lodge
- 5.j Middlesex-London Emergency Medical Services
- 5.k Middlesex County Library Board
- 5.l Middlesex-London Health Unit
- 5.m Reserve - Tax Rate Stabilization
- 5.n Reserves and Reserve Funds
- 5.o OMPF (Ontario Municipal Partnership Fund)

Moved by Councillor McGuire
Seconded by Councillor Smibert

THAT Committee of the Whole rise at 11:56 am.

Carried

6. ADJOURNMENT

Moved by Councillor Brennan
Seconded by Councillor McMillan

That the meeting adjourn at 11:57am.

Carried

Marci Ivanic, County Clerk

Cathy Burghardt-Jesson, Warden

**MIDDLESEX COUNTY COUNCIL
MINUTES**

Monday, March 20, 2023, 1:00 PM
Middlesex County Building
399 Ridout Street North, London

Members Present	Warden Burghardt-Jesson Councillor Brennan Councillor Clarke Councillor Grantham Councillor McMillan Councillor McGuire Councillor Ropp Councillor Smibert
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Members Absent	Councillor DeViet Councillor Mayhew
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1. CALL TO ORDER AND WARDEN'S REMARKS

We acknowledge that the land we stand upon today is the traditional territory of the Attawandaron (Add-a-won-da-run), Anishinabeg (Ah-nish-in-a-beg), Haudenosaunee (Hoden-oh-show-nee), and Lunaapeewak (Len-ahpay-wuk) peoples who have long standing relationships to the land, water and region of Southwestern Ontario. The local First Nation communities of this area include Chippewas of the Thames First Nation, Oneida Nation of the Thames First Nation, and Munsee-Delaware Nation. The Middlesex County Building is on a land within the areas of Treaties 21 and 29 and the London Township Treaty 6. We value the significant contributions, both in the past and the present of local and regional first nations of Turtle Island. We acknowledge historic and ongoing injustices that indigenous peoples endure in Canada and we affirm our commitment to honouring indigenous voices, nations and cultures, and to moving forward in the spirit of reconciliation and respect.

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

None.

3. APPROVAL OF THE AGENDA

Moved by Councillor Clarke
Seconded by Councillor McMillan

THAT the agenda be approved as presented.

Carried

Moved by Councillor Grantham
Seconded by Councillor Smibert

THAT Council convene in Committee of the Whole at 1:05 pm.

Carried

4. PRESENTATIONS

4.a 2023 Budget Presentation

Presentation by Cindy Howard, General Manager of Finance and
Community Services

4.b Summary of Recommendations from Budget Committee

5. 2023 BUDGET

5.a Administration

5.b Planning and Woodlots

5.c Economic Development

5.d Information Technology Services

5.e Social Services

5.f Transportation

5.g Strathmere Lodge

5.h Middlesex-London Emergency Medical Services

5.i Middlesex County Library Board

5.j Middlesex-London Health Unit

5.k Reserve - Tax Rate Stabilization

5.l Reserves and Reserve Funds

5.m OMPF (Ontario Municipal Partnership Fund)

Councillor Ropp exited the Council Chambers at 1:44 pm and returned at 1:48 pm.

Moved by Councillor Smibert
Seconded by Councillor McGuire

THAT the 2023 Budget Presentation of CAO Rayburn be received for information;

THAT the Summary of Recommendations from the Budget Committee be received for information;

AND THAT Items 5.a to 5.m be received for information.

Carried

Moved by Councillor Ropp
Seconded by Councillor Grantham

THAT the necessary by-laws be introduced at the March 28, 2023 meeting of Council to approve the 2023 Draft Budget as presented.

Carried

Moved by Councillor Brennan
Seconded by Councillor Clarke

THAT Committee of the Whole rise at 2:27 pm.

Carried

6. ADJOURNMENT

Moved by Councillor McGuire
Seconded by Councillor Grantham

That the meeting adjourn at 2:28 p.m.

Marci Ivanic, County Clerk

Cathy Burghardt-Jesson, Warden

County Council

Meeting Date: March 28, 2023
Submitted by: Neal Roberts, Chief, Middlesex-London Paramedic Service
Subject: MOH Primary Data Sharing and Service Agreement

BACKGROUND:

The Ontario Ministry of Health has requested Middlesex-London Paramedic Service approve the Primary Data Sharing and Service Agreement (PDSSA), formerly referred to as the Master Data Sharing and Services Agreement (MDSSA), by March 31, 2023.

The Primary Data Sharing and Service Agreement establishes the terms and conditions for the provision and receipt of ambulance dispatch equipment, electronic services, and data exchange between the Ministry of Health, and all Land Ambulance Service Providers, Central Ambulance Communication Centres, and Air Ambulance Service Providers in Ontario.

The Ministry of Health collaborated with several Ontario Paramedic Services to develop this agreement and proactively address and mitigate areas of concern; stakeholders involved in this consultation include Durham, Halton, Hamilton, Niagara, Ottawa, Peel, Thunder Bay, Toronto, Waterloo and York Paramedic Services.

ANALYSIS:

This agreement aims to create a multi-party contractual framework with common terms at the provincial level. It eliminates the need for bilateral agreements between various organizations to create consistency and expedite access to new technologies and services. This agreement will ensure continued compliance by Middlesex-London Paramedic Service, the Ministry of Health and all other signatories with Ontario privacy legislation.

The agreement has been assessed by Legislative Services Manager/Clerk M. Ivanic and found to align with all Middlesex-London Paramedic Service & Middlesex County privacy policies.

FINANCIAL IMPLICATIONS:

There are no financial implications to the approval of this agreement.

ALIGNMENT WITH STRATEGIC FOCUS:

Approval of this agreement aligns with the following Strategic Focus:

Promoting Service Excellence: Approval of this agreement will ensure Middlesex-London Paramedic Service's inclusion in a province wide contractual framework that will ensure consistency and expedited access to new technologies and services, resulting in the good stewardship of the personal & health information of the citizens of Middlesex County.

RECOMMENDATION:

THAT Middlesex County Council receive this report and authorize the Chief of Middlesex-London Paramedic Service to execute the Primary Data Sharing and Service Agreement with the Ontario Ministry of Health.

Attachment

PRIMARY DATA SHARING AND SERVICES AGREEMENT

This Primary Data Sharing and Services Agreement is effective as of March 31, 2023

Between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the MINISTER OF HEALTH
(the “Ministry”)

And

Middlesex London EMS Authority
(the “Contracting Participant”)

RECITALS

- A. The purpose of this Primary Data Sharing and Service Agreement is to establish terms and conditions applicable to the provision and receipt of ambulance dispatch equipment and services between the Ministry, Land Ambulance Service Providers (LASPs), Central Ambulance Communication Centres (CACCs) and Air Ambulance Service Providers, and to document the privacy framework when these organizations share identifying information with each other as part of providing or receiving ambulance dispatch services.
- B. The intention is to create a multi-party contractual framework with common terms at the provincial level and eliminate the need for bi-lateral agreements between the various organizations to create consistency and expediate access to new technologies and services. The structure of the framework is a participant agreement model: all participating LASPs and CACCs will enter into the same agreement directly with the Ministry and in doing so will take on obligations to one another as well as to the Ministry.
- C. The framework will be scalable to allow the Ministry to add service-specific conditions and new services.
- D. Ambulance dispatch services are the initial access point for Ontarians who are injured or ill and require emergency health services. A critical component of dispatch services is the 24/7/365 communication between ambulance communication officers within CCACs and paramedics employed by LASPs.
- E. The Ministry provides emergency ambulance dispatch services to CACCs and LASPs, comprised of certain Ministry owned or licensed software, Equipment, and other components which comprise the Services.
- F. The Contracting Participant is either a LASP, a CACC, or an Air Ambulance Service Provider uses the Services, and in doing so may share PI with the Ministry and/or other Participants for the Designated Purposes.
- G. Each organization that enters into a Primary Data Sharing and Service Agreement with the Ministry is called a Participant. The Ministry is also a Participant in its role as an operator of

CACCs. Each Participant is an operator of communication or ambulance services within the meaning of the *Ambulance Act*, and wishes to access the Services and to share PI where reasonably necessary for one or more of the Designated Purposes or as permitted or required by law.

- H. The Ministry is subject to FIPPA, the *Ambulance Act* and PHIPA and is a PHIPA Agent, HINP or Electronic Service Provider in providing the Services. The Ministry is also a health information custodian per s. 3(1)7 of PHIPA when it has custody or control of PHI as a result of or in connection with performing its own powers or duties, including its duty and power to operate communication services under s. 4(1)(c) of the *Ambulance Act*. Requirements associated with these four roles are set out in PHIPA and the PHIPA Regulation. This PDSSA is intended to satisfy the requirements under PHIPA for all four roles.
- I. The Participants, other than the Ministry, are subject to the *Municipal Act*, *Ambulance Act*, PHIPA, FIPPA, MFIPPA and PIPEDA, as applicable.
- J. All Participants are health information custodians with respect to the PHI in their custody or control. The Ministry is a health information custodian per s. 3(1)7 of PHIPA. LASPs are health information custodians per s. 3(1)4(v) of PHIPA. CACCs are health information custodians per s. 3(6) of the PHIPA Regulation or s. 3(1)4(i) of PHIPA. The Ontario Air Ambulance Services Corporation is a health information custodian per s. 3(5) of the PHIPA Regulation.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by each Party, the Parties covenant and agree as follows:

1. Definitions

In this Primary Data Sharing and Services Agreement, including the Recitals, the following terms have the following meanings.

- 1) **“Agreement”** means this Primary Data Sharing and Services including all attachments, as amended, supplemented or restated from time to time.
- 2) **“Applicable Law”** means all federal or provincial laws, regulations, common law, any orders, rules or by-laws that are applicable to the Participants, the Services, the Agreement or the Participant’s obligations under the Agreement, which may include the *Ambulance Act* and its regulations, PHIPA, FIPPA, MFIPPA, and any other legislation, as may be amended from time to time.
- 3) **“Authorization”** means a written direction respecting the processing of PI or PHI.
- 4) **“Authorized User”** means the Personnel of a Participant that the Participant authorizes to access the Services.
- 5) **“Authorized User Terms”** means the terms and conditions upon which an Authorized User is granted access to the Services substantially as set out in Attachment 5, as may be amended from time to time.
- 6) **“Business Day”** means any day except Saturday, Sunday or any statutory holiday in the Province of Ontario.

- 7) “**CACC**” means the legal operator of a “Central Ambulance Communication Centre”, which provides communication services within the meaning of the *Ambulance Act*.
- 8) “**Confidential Information**” means information, including records, data and other information, in any form or medium, including PI, financial information, books and records, policies and procedures, computer technology, business information and other data, disclosed or made available by one Participant (the “**Disclosing Party**”) to another Participant (the “**Receiving Party**”) as a result of the relationship of the Participants under the Agreement or the provision of the Services by the Ministry, that is either marked or otherwise identified as confidential by the Disclosing Party at the time of disclosure, or is information that would at the time of disclosure be understood by the Participants exercising reasonable judgment to be confidential, but, except with respect to PHI or PI, “Confidential Information” does not include information that:
- (i) is or becomes generally available to the public without fault or breach on the part of the Receiving Party of any duty of confidentiality owed to the Disclosing Party or to any third-party;
 - (ii) the Receiving Party can demonstrate to have been rightfully obtained by the Receiving Party, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Receiving Party free of any obligation of confidence; or
 - (iii) has been developed independently by the Receiving Party without any reliance on the Disclosing Party’s Confidential Information.
- 9) “**Contact**” means the person identified at the link referenced the Service Schedule as the contact for a Party.
- 10) “**Designated Purposes**” means the purposes set out in section 4 below.
- 11) “**Disclosing Party**” means Disclosing Party as defined in the definition of “Confidential Information” above.
- 12) “**Dispute**” means a Dispute as defined in section 12.
- 13) “**Electronic Service Provider**” means a person who supplies services for the purpose of enabling a health information custodian to use electronic means to collect, use, modify, disclose, retain or dispose of PHI or PI and who is not a PHIPA Agent of the health information custodian.
- 14) “**Equipment**” means hardware including communication consoles, or portable communication devices.
- 15) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario) and its regulations as amended from time to time.
- 16) “**health care**” has the meaning ascribed thereto in PHIPA.
- 17) “**health information custodian**” has the meaning ascribed thereto in PHIPA.
- 18) “**HINP**” means a health information network provider as defined in the PHIPA

Regulation.

- 19) “**Intellectual Property**” means intellectual property, industrial and intangible of whatever nature and kind in any jurisdiction, including software, trademarks, official marks, brand names, business names, trade names, domain names, trading styles, logos, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, compositions of matter, databases, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.
- 20) “**LASP**” means a “Land Ambulance Service Provider” who is a person who operates an ambulance service within the meaning of the *Ambulance Act*.
- 21) “**Moral rights**” has the same meaning as in the *Copyright Act* (Canada), as amended or replaced from time to time, and includes comparable rights in applicable jurisdictions.
- 22) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and its regulations as amended from time to time.
- 23) “**Minister**” means such minister of the Crown as may be designated as the responsible minister in relation to the Agreement or in relation to any subject matter under the Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended.
- 24) “**Ministry**” means, as the context requires, the Ministry of Health or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter.
- 25) “**non-PHI**” means information that does not contain PHI.
- 26) “**Notice**” means a Notice as described in section 21.
- 27) “**Participant**” means a CACC, LASP or air ambulance service provider that has entered into a PDSSA with the Ministry and is listed at the link referenced in the Service Schedule, and for clarity, includes the Contracting Participant, as well as the Ministry in its role as operator of CACCs.
- 28) “**Participant’s PI**” means in respect of a Participant, the PI (including PHI) in the possession of the Ministry that originated from that Participant.
- 29) “**Party**” means the Ministry or the Contracting Participant, and “**Parties**” means both of them.
- 30) “**Patient**” or “**Client**” means a patient or client receiving health care or communication or ambulance services under the *Ambulance Act* or its regulations, as applicable, from a Participant and, in respect of PI, the individual to whom it relates.
- 31) “**Primary Data Sharing and Services Agreement**” and “**PDSSA**” mean this Primary Data Sharing and Services Agreement, including all attachments to it.

- 32) “**Personnel**” means the employees, officers, subcontractors, agents (both PHIPA Agents otherwise), and other persons authorized by a Participant to access PI for any Designated Purposes, and for certainty includes Authorized Users.
- 33) “**PHI**” means personal health information as defined in PHIPA.
- 34) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and its regulations as amended from time to time.
- 35) “**PHIPA Agent**” means an agent as defined in section 2 of PHIPA.
- 36) “**PHIPA Regulation**” means Ontario Regulation 329/04, as amended from time to time.
- 37) “**PI**” means information about an identifiable individual and includes PHI.
- 38) “**Privacy Breach**” means any actual or suspected theft, loss, or unauthorized access, use, disclosure, copying, modification, disposal or destruction of PHI or PI processed by (i) the Ministry when providing the Services, or (iii) a Participant when receiving the Services under the Agreement, whether inadvertent or intentional.
- 39) “**Privacy Officer**” means the person identified as the Privacy Officer of a Participant at the link referenced in the Service Schedule.
- 40) “**process**”, “**processing**” and “**processes**” and grammatical variations thereof, means any use of or operation or set of operations which is performed upon or in connection with data or information, by any means and in any form or medium, including collection, recording, analysis, consultation, organization, maintenance, storage, adaptation, modeling, retrieval, disclosure or otherwise making available, combination, matching, erasure or destruction.
- 41) “**Receiving Party**” means Receiving Party as defined in the definition of “Confidential Information” above.
- 42) “**Record**” means a record of information however recorded.
- 43) “**Services**” has the meaning set out in the Service Schedule.
- 44) “**Service Schedule**” means the Service Schedule attached to and forming part of this Primary Data Sharing Services Agreement as Attachment 6.
- 45) “**Service-Specific Additional Terms**” means terms and conditions that apply to a Participant’s access to a specific Service in addition to the terms of the Agreement and as further described in sections 6(4) and 7(7) of this Agreement.
- 46) “**Steering Committee**” means the committee if any, established pursuant to section 11.

2. Scope of Agreement

- 1) The Contracting Participant wishes to receive from the Ministry certain Services as described in the Service Schedule. The Contracting Participant may disclose PI to

and receive PI from the Ministry and or other Participants through its use of the Services.

- 2) The Contracting Participant may choose to access some or all of the Services and may change the Services it accesses by providing Notice to the Ministry. By accessing a Service, the Contracting Participant will take on the obligations of the Agreement as they apply to that Service.
- 3) The Contracting Participant agrees to be fully bound by, and subject to, all of the covenants, terms and conditions in the Agreement including as they apply to the Participants other than the Ministry and agrees that privity of contract is deemed to exist between Participants who are not the Ministry so that all applicable covenants, terms and conditions will be enforceable as between Participants who are not the Ministry.
- 4) For certainty, the Ministry will ensure that every Participant has entered into the same Agreement.

3. Relationship of the Participants

It is understood and agreed that:

- 1) in giving effect to the Agreement, no Participants will be, or be deemed to be, a partner, agent (other than a PHIPA Agent, if applicable) or employee of another Participant for any purpose, and that the relationship of each Participant to the Participants will be that of independent contractor; and
- 2) nothing in the Agreement will constitute a partnership or a joint venture between the Participants.

4. Designated Purposes

Each Participant will only collect, use and disclose PI, and will ensure that its Personnel only collect, use and disclose PI:

- 1) for the purposes of providing health care or assisting in providing health care in accordance with and as permitted by Applicable Law, including without limitation PHIPA;
- 2) for purposes of or relating to the discharge or exercise by a Participant of its rights, duties or powers under the *Ambulance Act* or its regulations, including for purposes relating to the provision, administration, management, operation, use, inspection, investigation or regulation of ambulance services, communication services or base hospital programs or the enforcement of the *Ambulance Act*; or
- 3) where the collection, use or disclosure is otherwise required or permitted by Applicable Law.

5. Compliance with Patient or Client Instructions

To the extent that a Participant has been made aware by a Patient or Client that they have restricted the collection, use or disclosure of PI, the Participant will not, and will ensure that its

Personnel do not, collect, use or disclose such PI except in accordance with the Patient's or Client's instructions unless otherwise required or permitted by Applicable Law.

6. Obligations of Participants

- 1) Each Participant will take all reasonable steps to ensure that PI is as accurate, complete and up-to-date as required for the purpose for which it is disclosed and used, as the case may be, or if unable to do so a Participant will promptly provide Notice to the other Participants, as applicable to such PI, as to any limitations on the accuracy, completeness and currency of such PI.
- 2) Without limiting the generality of the preceding, where a Participant has received instructions from a Patient or Client not to disclose PHI that the Participant considers reasonably necessary to disclose for the Designated Purpose the Participant will give the Participant or Participants to whom it otherwise would disclose the PHI Notice of its receiving such instructions.
- 3) Each Participant will comply with Applicable Law when collecting, using or disclosing PI and prior to disclosing or collecting PI under the Agreement, and prior to accessing and using the Services as permitted by the Agreement, will require each of its Personnel who is an Authorized User to be bound by the Authorized User Terms and to comply with Applicable Law and the Agreement.
- 4) When accessing a Service, the Contracting Participant will comply with any Service-Specific Additional Terms that apply to that Service and will ensure that, prior to accessing a Service, each of its Authorized Users has agreed to be bound by any Service Specific Additional Terms that apply to that Service.
- 5) The Contracting Participant will report to the Ministry any changes in its own information practices or electronic information systems, that could have a material adverse effect on its data sharing under the Agreement or on the Services. The Ministry in its sole discretion, may refer any such matter to the Steering Committee, if any.
- 6) The Contracting Participant will ensure the integrity, availability and good working order of its own electronic information systems (and all related components and interfaces, hardware and software), and of those of its Authorized Users, that:
 - i. are owned or operated by the Participant or such Authorized Users; or
 - ii. are operated on behalf of the Participant or such Authorized Users,to ensure such systems do not adversely impact or delay the data sharing under the Agreement or the Services provided to any other Participant.
- 7) The Contracting Participant will maintain active and up-to-date anti-virus protection on all computer hardware or devices that its Authorized Users use to access the Services.
- 8) Each Participant will have in place systems, internal controls, policies and procedures, including administrative, technological and physical safeguards that

meet or exceed industry and regulatory requirements and standards, to ensure only authorized access to PI and to prevent the disruption, theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of PI.

- 9) Each Participant will maintain internal controls, policies, procedures and systems that guide the retention and destruction of PI held by it in connection with the Designated Purposes in accordance with Applicable Law.

10) Intentionally left blank.

- 11) Each Participant will notify forthwith the Ministry and each other affected Participant of any Privacy Breach or suspected Privacy Breach involving the Services of which it becomes aware. A Participant is affected by a Privacy Breach if its information is involved. All affected Participants will collaborate and cooperate, to the extent reasonably required, to investigate, resolve and remediate privacy and security-related incidents that affect or that are likely to affect PI.
- 12) The Contracting Participant will provide Notice to the Ministry forthwith upon becoming aware of a software error in connection with the Services including (i) any software coding error; or (ii) failure of software to substantially perform in accordance with the applicable specifications.
- 13) The Contracting Participant will conduct a privacy and security self-assessment, if required by the Ministry, at its own cost and submit the results of the self-assessment in accordance with the manner and frequency prescribed by the Ministry, provided that the Ministry will not request a privacy and security self-assessment more than once every contract year. The Ministry will ensure that the privacy and security self-assessment verifies that each Participant is maintaining a privacy program that will allow it to comply with its obligations under the Agreement provided that each Participant will not be required to provide information in such detail that disclosure could reasonably threaten the security of the Participant's electronic information systems. The Ministry will provide Participants with at least 30 Business Days' Notice of any change to the frequency or manner of submission.
- 14) Each Participant will designate a Contact and may, at any time from time to time, change their Contact by Notice to all Participants.
- 15) With respect to Equipment provided by the Ministry,
 - a. The Contracting Participant will make best efforts to ensure that its Authorized Users:
 - i. use any Equipment provided by the Ministry carefully so as to avoid damage to the Equipment, to refrain from altering the Equipment, and only use the Equipment for the purposes and in the manner specified by the Ministry or the Participant; and
 - ii. keep any Equipment provided by the Ministry in a secure location and take other reasonable steps to protect against loss or theft of the Equipment and to ensure no unauthorized person has access to Equipment, including any specific steps required by the Participant, and immediately notify the Ministry if Equipment is lost, stolen or accessed by an unauthorized person.

- b. In the event Equipment provided by the Ministry is lost or damaged, the Ministry may require reimbursement from the Contracting Participant in accordance with fee schedules incorporated into this Agreement as Service Specific Additional Terms.

7. Rights and Obligations of the Ministry in providing the Services

The following rights and obligations apply to the Ministry when providing the Services:

- 1) The Ministry will only use as much PI as reasonably necessary to perform its obligations under the Agreement and will make PI available only to those Personnel that require access in order to satisfy those obligations.
- 2) The Ministry will only use and disclose any PI it receives from the Contracting Participant or any other Participant as the case may be, as is permitted or required under the Agreement or Applicable Law.
- 3) The Ministry will ensure that any of its Personnel who have access to PI have agreed in writing to the same restrictions and conditions that apply to the Ministry with respect to PI.
- 4) The Services will be performed by the Ministry in accordance with Good Industry Practice. "Good Industry Practice" means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Laws, and exercising that degree of skill and care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a qualified, skilled, experienced, and, to the extent required by Applicable Law, licensed and certified person engaged in a similar type of undertaking in the Province of Ontario under the same or similar circumstances.
- 5) Despite sections 21 and 26 of the Agreement, the Ministry may amend or change all or part of the Services or the Authorized User Terms by providing sixty (60) days advance Notice to the Participants through the Ministry's website at the link in the Service Schedule. The Contracting Participant acknowledges this method of Notice and agrees within sixty (60) days of receiving such Notice to either comply with the changes to the Services, or to the Authorized User Terms, or to stop accessing the Service to which they relate.
- 6) Despite section 21 and 26 of the Agreement, the Ministry may apply Service-Specific Additional Terms to any Service it provides under the Agreement, and may amend or change all or part of existing Service-Specific Additional Terms, by providing sixty (60) days advance Notice to the Participants through the Ministry's website at the link in the Service Schedule. The Contracting Participant acknowledges this method of Notice and agrees within sixty (60) days of receiving such Notice to either comply with any new or modified Service-Specific Additional Terms or to stop accessing the Service to which they relate.
- 7) In addition to its other express obligations under the Agreement, the Ministry may, for the purposes of ensuring compliance with the Agreement, make recommendations that specific privacy or security audits, reviews or assessments be conducted of the privacy or information security practices of one or more of the Participants at their own cost.

8. Confidential Information

Except with respect to PI collected by a Participant pursuant to the Agreement (which will be governed by the other provisions of the Agreement including section 6) each Receiving Party will:

- 1) keep all Confidential Information of a Disclosing Party confidential and secure, using at least the same degree of care to protect that Confidential Information as it uses to protect its own Confidential Information of a similar nature, and in any event, no less than a reasonable degree of care;
- 2) not disclose or use, or allow to be disclosed or used, in any manner whatsoever, other than as expressly contemplated by the Agreement, as may be required to carry out the terms of the Agreement, or as may be required for the Ministry to perform the Services, and then only on a need-to-know basis, any Confidential Information of a Disclosing Party, either during the term of the Agreement or at any time thereafter, except with the prior written consent of such Disclosing Party;
- 3) ensure that all Personnel of the Receiving Party who have access to Confidential Information of the Disclosing Party are informed of the confidential nature of that Confidential Information so as to know to keep such information confidential as required by the Agreement, and not use it for any purpose except as permitted under the Agreement; and
- 4) provide Notice to the Disclosing Party promptly in the event of a breach of obligations under this section 8, or loss of, or inability to account for, any of the Disclosing Party's Confidential Information.

The Participants acknowledge and agree that any Confidential Information of a Participant provided to another Participant under the Agreement will be a copy of the Confidential Information. Following the termination or expiry of the Agreement, the Receiving Party will, upon the demand of the Disclosing Party, securely destroy Confidential Information of the Disclosing Party that it is holding, without keeping any copies in any form or format, and provide the Disclosing Party with an attestation to the destruction by a senior officer or manager. Notwithstanding the preceding, a Receiving Party may retain Confidential Information of a Disclosing Party to the extent and for the period of time required by Applicable Law or as permitted by Applicable Law and required by a Participant's established internal policies, and the Receiving Party will continue to comply with this section 8 in relation to such retained Confidential Information.

For greater clarity, the obligation to destroy Confidential Information in the preceding paragraph does not apply to PI collected by a Participant from another Participant under the Agreement.

Notwithstanding the foregoing, the Participants acknowledge that certain Participants are bound by FIPPA or MFIPPA and that the Agreement and any information provided to a Participant in connection with its performance or otherwise in connection with the Agreement may be subject to disclosure in accordance with FIPPA or MFIPPA.

9. HINP/Electronic Service Provider/PHIPA Agent Obligations for the Services

A. General

- 1) Subject to the terms and conditions of the Agreement, the Ministry will provide Services to the Participants for the Designated Purposes, and Participants including the Contracting Participant will only use the Services for the Designated Purposes.
- 2) The Ministry will make commercially reasonable efforts to provide the Services.

B. The following provisions apply where the Ministry is acting as a HINP, Electronic Service Provider or PHIPA Agent with respect to the Services.

1) Status of the Ministry in respect of Records connected with the Services

The Parties acknowledge and agree that (i) the Ministry is an institution under FIPPA and the Contracting Participant may be an institution under MFIPPA, and (ii) for the purposes of the Agreement the Ministry does not have custody or control of any Participant's Records related to the Services including on the basis that:

- i. The Ministry is not creating the Records but only processing the Records on behalf of and for the sole benefit of the Participants;
- ii. The Ministry has received the Records from the Participants as the creators thereof, and in some cases the health information custodians with respect to PHI, only to provide the Services for the Designated Purposes and not for any other purposes;
- iii. The Ministry would not otherwise have any right, entitlement or interest in or to the Records but for this Agreement
- iv. The Records do not relate to and are not used for the Ministry's core business or mandate other than for the purposes of providing the Services;
- v. The Ministry has no right or authority to regulate the use of the Records, such rights and authority being determined and prescribed by the Participants at their sole discretion within the confines of Applicable Law;
- vi. The Ministry is restricted from viewing, accessing, using or manipulating the Records of a Participant, except (i) with prior Authorization from such Participant, or (ii) for the purposes of fulfilling its obligations to the Participant under this Agreement and not for any other purpose except where permitted or required by Applicable Law;
- vii. The Participants have supplied the Records in confidence, have required that they be kept strictly confidential and restricted the ability of the Ministry to disclose the Records to any other person or entity except as prescribed in the Agreement for the sole benefit of the Participants or where permitted or

required by Applicable Law; and

- viii. The Ministry cannot retain or dispose of the Records except as permitted by the Agreement or as otherwise directed by the Participants or permitted or required by Applicable Law.

2) Security Standards and Procedures

The Ministry will protect and ensure the confidentiality of all Confidential Information including PI processed by it pursuant to the Agreement with the physical, organizational and technological safeguards and security standards and procedures set out in Attachment 3.

3) HINP Obligations

In the event that it provides the Services to the Participants as a HINP, the Ministry covenants and agrees that it will:

- a. provide to each Participant a plain language description of the Services that it provides, that is appropriate for sharing with the individual to whom the PHI relates, including a general description of the safeguards in place to:
 - i. protect against unauthorized use and disclosure; and
 - ii. to protect the integrity of the information;such plain language description to be substantially in the form set out in Attachment 1;
- b. make available to each Participant for the purposes of providing it to the public if required,
 - i. the description referred to in subparagraph (a);
 - ii. any directives, guidelines and policies that apply to the Services, to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations information; and
 - iii. a general description of the safeguards implemented by the Ministry in respect of the Services in relation to the security and confidentiality of the PHI substantially in the form set out in Attachment 3;
- c. on request of any Participant provide, to the extent reasonably practical and in a manner that is reasonably practical, an electronic record of:
 - i. all accesses to all or part of the Participant PHI being held in Equipment controlled by the Ministry, which record will identify the person who accessed the information and the date and time of the access; and

- ii. all transfers of all or part of the Participant PHI by means of Equipment controlled by the Ministry, which record will identify the person who transferred the PHI and the person or address to whom it was sent, and the date and time it was sent; such electronic record to be substantially in the form set out in Attachment 2;
- d. perform and provide each Participant with a written copy of the results of an assessment of the Services with respect to:
 - i. threats, vulnerabilities and risks to the security and integrity of the PHI processed by it; and
 - ii. how the Services may affect the privacy of the individuals who are the subject of the PHI;
- e. ensure that any third party it retains to assist in providing the Services agrees to comply with the restrictions and conditions that are necessary to enable the Ministry to comply with this section 9;
- f. comply with the PHIPA Regulation and without restriction have in place information practices that comply with the requirements of PHIPA and the PHIPA Regulation;
- g. comply with its own information practices; and
- h. take steps that are reasonable in the circumstances to ensure that:
 - i. PHI processed by it pursuant to the Agreement is protected against theft, loss and unauthorized use or disclosure; and
 - ii. the records containing the PHI are protected against unauthorized copying, modification or disposal.

4) PHIPA Agent Obligations

In connection with providing certain of the Services the Ministry processes Participant PHI. The Ministry and the Participants acknowledge and agree that in connection with its processing of Participant PHI on behalf of the Participants, including without restriction in providing the Services the Ministry may be acting as the PHIPA Agent of the applicable Participants. In the event the Ministry is acting as a PHIPA Agent of a Participant, the Ministry acknowledges and agrees that it will process Participant PHI only in accordance with the Designated Purposes and in accordance with the Agreement, or as it may be additionally authorized or directed by any Participants and will not acquire any custody or control of any such Participant PHI.

The Participants hereby authorize the Ministry to process, on their behalf, all PHI of which they have custody or control and have provided to the Ministry or authorized the Ministry to collect, only for the Designated Purposes and as otherwise authorized by the Agreement. It is acknowledged and agreed that in acting as a PHIPA Agent, the Ministry is doing so only in the capacity in which the term PHIPA

Agent is defined in the Agreement and, unless specifically authorized in writing, is not acting as an agent of the Participants in any other capacity.

5) Electronic Service Provider Obligations

The Participants and the Ministry acknowledge and agree that, in providing certain of the Services the Ministry may be acting as an Electronic Service Provider and not a PHIPA Agent. In the event that it is acting as an Electronic Service Provider, the Ministry will not:

- i. use any Participant PHI to which it has access in the course of providing the Services except as necessary in the course of providing the Services;
- ii. disclose any Participant PHI to which it has access in the course of providing the Services to the Participants; or
- iii. permit its Personnel to have access to the Participant PHI unless they agree to comply with the restrictions that apply to the Ministry under the Agreement.

6) Notification of Unauthorized Access or Loss

The Ministry will notify each affected Participant, at the first reasonable opportunity, but in any event no more than 2 Business Days after the Ministry becomes aware of (i) any use, disclosure (including being legally compelled), theft, or unauthorized access of PI by anyone including the Ministry or any of the Ministry's Personnel to whom the Ministry provided the Participant PI, and (ii) any Privacy Breach or suspected Privacy Breach, of which it is aware, by Notice in accordance with Attachment 4 hereto, and will include in such notification the information set out in Attachment 4 hereto and will provide, as reasonably requested by each affected other Participant, all necessary cooperation and assistance in responding to the Privacy Breach or suspected Privacy Breach, it being understood that no notification of affected persons or regulatory or law enforcement authorities will be made without the express direction of the affected other Participant.

7) Right of Inspection

At the reasonable request of the Steering Committee if established, or otherwise of any Participant, any Participant or its authorized representatives will be granted the right to enter upon any premises of the Ministry at which the Ministry processes that Participant's PI pursuant to the Agreement, at any time during normal business hours, upon at least twenty-four (24) hours prior Notice, for the purposes of inspecting and auditing the Ministry's adherence to the provisions of the Agreement, including its security standards, systems and procedures and the level of adherence to and actual implementation of those standards, systems and procedures as required by the Agreement. For greater certainty, this right of inspection applies only to premises and locations that the Ministry has possession of or control over, and not to any premises or locations of third parties and every audit and every inspection will be subject to any reasonable limits imposed by the Ministry to protect PI and other sensitive information of any Participant, in accordance with the Ministry's obligations under the Agreement or any Applicable Law.

In the event that a Participant undertakes an inspection or audit pursuant to this section 9(7), that Participant will be responsible for its own costs and, upon request of the Ministry will compensate the Ministry for all reasonable costs incurred by the Ministry in relation to that inspection or audit, provided that if the audit or inspection reveals that the Ministry has not complied with the terms of the Agreement, the Ministry will be responsible for reasonable and necessary costs of remediation.

8) Audit

As reasonably requested by the Steering Committee if established, or otherwise by any Participant, the Ministry will have performed by its internal audit staff or by an external auditor appropriate audits to confirm the Ministry's compliance with its obligations in the Agreement, including the security measures used to protect PI and the systems and processes established and used by the Ministry with respect to the collection, use, disclosure, storage and handling of PI. The Ministry will provide summary reports of these audits to the Steering Committee or the Participant requesting, as applicable. The Ministry will promptly and properly respond to all reasonable inquiries from the Steering Committee or such Participant, as applicable, with respect to the Ministry's handling of PI and the Ministry's compliance with the Agreement.

The Ministry may require an audit where it has reasonable grounds to believe that a Participant is not complying with the terms of the Agreement or relevant Applicable Law.

In the event that the Ministry undertakes an audit pursuant to this section 9(8), the Participant that requested that audit will, upon request of the Ministry, compensate the Ministry or the Contracting Participant for all reasonable costs incurred by the Ministry in relation to that audit, provided that if the audit reveals that the Ministry has not complied with the terms of the Agreement, the Ministry will be responsible for all reasonable and necessary costs of remediation.

9) Third Party Requests for Access

The Ministry will refer to the applicable Participant all requests by third parties for access to their Participant's PI. The Ministry will not disclose any such Participant's PI to third parties, except with the prior written consent of the applicable Participant or as may be required by Applicable Law. In each circumstance in which the Ministry is authorized pursuant to the Agreement and Applicable Law to disclose PHI, it will disclose only such PHI as strictly is necessary in connection with such authorized disclosure.

10) Records Retention

Both during the term of the Agreement and after any termination or expiry thereof, the Participants will retain all PI governed by the Agreement for such period of time as is necessary to satisfy the requirements of the retention policies of the Participants which will comply with all Applicable Law.

10. Disclaimer and Limitation of Liability

The Contracting Participant assumes sole responsibility for its use of the Services and PI for any purpose including without limitation, the Ambulance Act and/or providing and assisting in providing healthcare to Patients.

Despite sections 15 and 16 of this Primary Data Sharing and Services Agreement, in no event will the Ministry: (i) or any other Participant be liable, regardless of the form of action, for loss of profits, revenue or goodwill or for any other indirect, incidental or consequential damages suffered by any other Participant as a result of Services or any other obligation performed or not performed under the Agreement, whether or not the possibility of such loss or damages was disclosed by one Participant to another or reasonably could have been foreseen by a Participant; and (ii) be liable to any Participant for any theft or loss of PI or any use, disclosure or access to PI by or to unauthorized persons except to the extent that it is caused by the negligence or malicious conduct of the Ministry or its directors, officers, advisors, agents, appointees or employees.

The foregoing paragraph of this provision will apply in any cause of action, including breach of contract, misrepresentation, negligence or other tort, whether or not there will have been a fundamental breach or a breach of any fundamental provision of the Agreement by a Participant and notwithstanding any election by a Participant to rescind the Agreement if so entitled.

EXCEPT AS SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, AVAILABILITY, CAPACITY, DELAYS, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, TITLE, OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY DISCLAIMED BY THE MINISTRY TO THE FULLEST EXTENT PERMITTED BY LAW.

The Ministry does not represent or warrant that the Services will perform at 100% availability or be error-free. The Contracting Participant will maintain alternate means of disclosing and collecting PI for the purposes for which it uses the Services and down-time procedures for use when the Services are not available. As such, the Ministry will not be liable to the Contracting Participant for any damages solely due to the lack of availability of the Services for any reason. The Services are not guaranteed to be hacker-proof or otherwise not subject to theft or other security or like failures or for performance or functionality failures. The Ministry does not guarantee any specific result and will perform the Services in the manner described in the Service Schedule.

The Participants acknowledge that the Services are being provided to the Participants as a benefit for the Participants and their Patients and Clients. No Participant will seek recourse against the Ministry for damages arising out of or in connection with the Agreement except to the extent that it is caused by the negligence or malicious conduct of the Ministry or its directors, officers, advisors, agents, appointees or employees. The Participants agree to work with their insurers and risk managers to mitigate the risk of third party claims that could potentially flow from their use of the Services.

Without limitation, the Ministry has no responsibility or liability in relation to:

- a. the accuracy of any data or information provided to it by any Participant;
- b. any claims of infringement of Intellectual Property or other rights (including moral rights) from third parties in relation to the Services; or

- c. verifying that any Participant is entitled, pursuant to Applicable Law, to collect, use, disclose, transfer any PI that is provided to the Ministry by such Participant.

11. Indemnification of the Ministry

Despite sections 15 and 16 of this Primary Data Sharing and Services Agreement, to the extent permitted by Applicable Law, each of the Participants will indemnify and hold harmless the Ministry and its directors, officers, advisors, agents, appointees and employees from and against all losses and proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by that Participant or that Participant's directors, officers, advisors, agents, appointees or employees in the course of the Agreement, except to the extent that such losses or proceedings are caused by the gross negligence or malicious conduct of the Ministry or its directors, officers, advisors, agents, appointees or employees. The obligations contained in this section will survive the termination or expiry of the Agreement.

12. Licence to Use the Services

- (a) The Contracting Participant is granted a limited, non-exclusive, non-transferable right by the Ministry to access and use the Services, along with, any policies and other documentation related to the Services, (collectively, the “**Documentation**”) provided by the Ministry to facilitate the use of the Services, only for its own internal use and benefit and only for the Designated Purposes. For greater certainty, the Contracting Participant agrees that such right does not include the right to sublicense or otherwise share, copy or modify all or any portion of the Services, or the Documentation. Each Participant is permitted to authorize and enable any number its of own Authorized Users to access and use the Services on its behalf. Despite sections 15 and 16 of the Agreement, the Contracting Participant will be responsible for the use of the Services by its Authorized Users and will cause each Authorized User to use the Services in accordance with the terms and conditions of the Agreement.
- (b) If possible or applicable, the Ministry shall limit the scope of access to the Services for a particular Authorized User based on written instructions provided to the Ministry by the Contracting Participant at the time of onboarding of such Authorized User or at any time thereafter.
- (c) The Ministry shall not permit any Authorized User to access the Services unless such Authorized User has confirmed agreement with the Authorized User Terms presented on the Services access splash page, substantially in the form of Attachment 5.
- (d) The Contracting Participant will not:
 - (i) alter, reverse engineer, decompile or disassemble the Services;
 - (ii) use the Services or the Documentation except as authorized under the Agreement; or
 - (iii) permit third parties to use the Services or the Documentation in breach of the Agreement.
- (e) The Contracting Participant acknowledges that the Services and the Documentation each constitute commercial trade secrets and proprietary information of the Ministry or its licensors. Except for the licence expressly provided in this section 10, nothing in the Agreement

transfers any right, title or interest, including any Intellectual Property right, ownership or title, in or to the Services or the Documentation.

- (f) The Ministry represents and warrants to the Contracting Participant that, to the knowledge of the Ministry, the provision of the Services to, and use of the Services by, the Contracting Participant and its Authorized Users in accordance with the Agreement will not infringe the Intellectual Property rights of any third parties in Canada.
- (g) In the event that there is a claim for intellectual property infringement brought by a third party against the Contracting Participant in relation to the provision of the Services to, and use of the Services by, the Contracting Participant and its Authorized Users in accordance with the Agreement, and the Ministry is able to seek damages under contracts in place between the Ministry and any third party subcontractors, agents or licensors with respect to any liability or losses incurred by the Contracting Participant with respect to such claim, then the Ministry may pursue such damages from the applicable subcontractors, agents or licensors and any such damages that are recovered by the Ministry will be shared, net of any and all costs incurred by the Ministry in pursuing such damages ("Net of Costs"), on an equitable basis as between all Participants who suffered losses, expenses, costs, damages or liabilities related to such claim. Notwithstanding the foregoing sentence, the total cumulative liability of the Ministry to the Contracting Participant in regard to any such claims shall be limited to the Contracting Participant's equitable share of the amount of damages recovered by the Ministry as described in this paragraph, Net of Costs.
- (h) The Contracting Participant will only access the Services and use the Documentation in a manner that is consistent with Applicable Law and the Agreement.
- (i) Where a third-party agent or licensor is involved in the provision of Services the Ministry will provide Notice of the third-party involvement to the Participants accessing that Service.

13. Steering Committee

- 1) The Participants may establish a Steering Committee for the purposes of reviewing the nature and scope of the data sharing under the Agreement and of the Services, overseeing matters relating to Client and Patient privacy and the confidentiality and security of PI, resolving Disputes, and any other responsibilities assigned to it by the Participants, with the approval of the Ministry from time to time. The Steering Committee will consist of a representative of the Ministry, and such representatives of such Participants as may be determined by the Ministry to be appropriately representative of all Participants, including appropriate regional and cross-functional representation.
- 2) The Steering Committee will meet as required. Such meetings may be held either in person or remotely. The Ministry will act as the secretariat for the Steering Committee and will have custody and control of all records generated by or for the Steering Committee and may be obligated to disclose those records pursuant to FIPPA or MFIPPA. A written status report will be produced by the Ministry reflecting the minutes of each meeting of the Steering Committee.
- 3) In addition to any express obligations of the Steering Committee set out in the Agreement, the Steering Committee may establish additional objectives for the Steering Committee in its terms of reference, which will be subject to review and approval by the Ministry, and

which, for greater clarity, may include but not be limited to the following:

- (a) making recommendations to the Ministry regarding the termination of a Participant;
- (b) reviewing and approving recommendations regarding the nature and scope of the Services that could be funded and presenting them to the Ministry for consideration;
- (c) requesting an audit of the Ministry in accordance with section 9(8) above;
- (d) subject to the Ministry's review and approval, stipulating privacy policies and procedures for Participants with respect to their use of the Services;
- (e) making recommendations with respect to disagreements or disputes in accordance with section 14 below; and
- (f) discussing any other matter or issue that is pertinent to the Agreement.

14. Dispute Resolution

Any disagreement or dispute between the Participants with respect to the performance of the Agreement or the interpretation of any provision of the Agreement ("**Dispute**") may be:

- 1) first referred to the chief executive officers of the affected Participants; and
- 2) failing resolution of the Dispute within thirty (30) Business Days of that referral, or such other period as agreed to by the affected Participants, referred to the Steering Committee which will make a recommendation.

The Participant or Participants seeking relief will provide the Participant or Participants from which the relief is sought with Notice setting out the matters in dispute, a concise statement of the facts on which it relies and the resolution that it is seeking.

15. Injunctive Relief

Any Participant may seek injunctive or other interim relief from a court of competent jurisdiction from a breach or reasonably likely breach of the Agreement that has or may reasonably threaten the Intellectual Property rights of a Participant and their third party suppliers, or the confidentiality of PI or the privacy of the Patient or Client to whom it relates.

16. Third-Party Software

Any third-party software, including any third-party's plug-in, that may be provided with a Service is included for use at the option of the Participants. If a Participant chooses to use such third-party software, then such use will be governed by the third-party's licence agreement, if any. For certainty, the Ministry is not responsible for any third-party's software and will have no liability for a Participant's use of third-party software.

17. Indemnification

Notwithstanding anything else in the Agreement, any express or implied reference to the Ministry

providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry or His Majesty the King in right of Ontario, whether at the time of execution of the Agreement or at any time during the term of the Agreement, will be void and of no legal effect. Consequently, notwithstanding anything else in the Agreement, the Ministry acting in its capacity as a Participant under the Agreement will not be subject to any indemnity obligation in the Agreement, and for clarity, will be excluded from the indemnity rights and obligations in the paragraph that follows below in this section 17.

Each Participant, excluding the Ministry, individually and not jointly and severally (an "Indemnitor"), agree to indemnify, defend and hold the other Participants, (each an "Indemnified Party") harmless from any and all loss, damages, costs, liabilities, expenses and settlement amounts, which the Indemnified Party may incur or suffer or be required to pay arising out of or in any way relating to any claim by a Participant or any third party made in respect of the Agreement, to the extent that the claim is due to the negligence, malicious conduct or breach of the Agreement of the Indemnitor or its directors, officers, advisors, agents, appointees and employees. The indemnification obligations of the Indemnitor will be subject to the following:

- 1) the Indemnified Party notifying the Indemnitor in writing within fifteen Business Days after its receipt of Notice of any claim;
- 2) subject to (4) below, the Indemnitor having sole control of the defence and all settlement negotiations and agreements related thereto so long as no unilateral actions are taken by the Indemnitor (including settlement) which are likely to have an adverse effect upon the Indemnified Party; and
- 3) the Indemnified Party providing the Indemnitor with reasonable assistance, information and authority necessary to perform its obligations under this section 14.
- 4) Despite (2) above, where the Indemnified Party is the Ministry, the Ministry may elect to participate in or conduct the defence of any such claim by notifying the Indemnitor in writing of such election without prejudice to any other rights or remedies of the Ministry under the Agreement, at law or in equity. Each Participant participating in the defence will do so by actively participating with the other's counsel. The Indemnitor will not enter into any settlement unless it has obtained the prior written approval of the Ministry. If the Indemnitor is requested by the Ministry to participate in or conduct the defence of any such claim, the Ministry agrees to co-operate with and assist the Indemnitor to the fullest extent possible in the defence of the claim and any related settlement negotiations. If the Ministry conducts the defence of any such claim, the Indemnitor agrees to co-operate with and assist the Ministry to the fullest extent possible in the defence of the claim and any related settlement negotiations. This section will survive any termination or expiry of the Agreement.

18. Insurance

- 1) Each Participant, other than the Ministry, represents and warrants that it has and will maintain for the term of the Agreement, at its own expense, with insurers having a secure A.M. Best rating of B+ or greater, or equivalent, all necessary and appropriate insurance that a prudent person in the business of that Participant would maintain including the following:

- (a) **Commercial General Liability Insurance**, on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million Canadian dollars (C\$5,000,000) per occurrence. The policy will include the following:
 - (i) His Majesty the King in right of Ontario, her ministers, agents, appointees, employees and subcontractors as an additional insureds with respect to liability arising in the course of performance of the Participant's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage;
 - (iv) products and completed operations coverage; and
 - (v) 30-day written notice of cancellation, termination or material change.
 - (b) **Errors and Omissions Liability Insurance**, insuring liability for errors and omissions in the use of the Services, in the amount of five million Canadian dollars (C\$5,000,000), per claim and in the annual aggregate.
- 2) Each Participant, other than the Ministry, represents and warrants that it has and will have for the term of the Agreement adequate financial resources to honour the indemnities set out in section 11 and 17 in the event of a failure to protect Confidential Information, which results in an identity theft or other wrongful emulation of the identity of an individual or corporation, failure or violation of the security of a computer system including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code.
- (a) Upon request by the Ministry each Participant will provide the Ministry with proof of the adequacy of their financial resources to honour the indemnities in section 11 and 17 as described in section 18(2) in the form of:
 - i. **Security and Privacy Liability Insurance** in the amount of not less than two million Canadian dollars (C\$2,000,000) per claim and in the annual aggregate;
 - ii. Audited financial statements of the Participant that, in the sole discretion of the Ministry prove the Participant has adequate financial resources for the purposes of this Section; or
 - iii. Audited financial statements of the Participant and proof of insurance that, in the sole discretion of the Ministry together prove the Participant has adequate financial resources for the purposes of this Section.
 - (b) If, upon reviewing a Participant's audited financial statements provided under this Section, the Ministry determines that a Participant does not have adequate financial resources to honour the indemnities, the Ministry may immediately terminate the Agreement without cause and without penalty, by providing Notice to the Participant.
- 3) Upon request by the Ministry a Participant will provide the Ministry with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage.

- 4) Each Participant will provide the Ministry with at least thirty (30) calendar days' advance Notice of any policy cancellation or any change in the amount of coverage or type of insurance stipulated. In no case will a Participant materially alter, cancel or allow a lapse in any insurance during the term of the Agreement.
- 5) The foregoing insurance provisions will not limit the amount or type of insurance otherwise required by law. It remains the sole responsibility of each Participant to determine the nature and extent of additional insurance coverage, if any, that is necessary or advisable for its own protection and to fulfill its obligations under the Agreement.
- 6) The obligations contained in this section will survive the termination or expiry of the Agreement.

19. Term, Termination and Suspension

- 1) The Agreement will remain effective, in respect of a Participant, until:
 - (a) this Primary Data Sharing and Services Agreement is terminated by that Participant, or by the Ministry in respect of that Participant, as set out below; or
 - (b) this Primary Data Sharing and Services Agreement is terminated by all of the Participants.
- 2) The Ministry may terminate the Agreement with respect to a Participant on the reasonable recommendation of the Steering Committee, or acting reasonably on its own initiative.
- 3) The Contracting Participant may terminate the Agreement;
 - i. for any reason on 60 Business Days' prior Notice to all other Participants;
 - ii. on Notice to all other Participants, if another Participant neglects or fails to perform or observe any material term or obligation in the Agreement and such failure has not been cured to the satisfaction of the Contracting Participant within fifteen (15) Business Days after Notice being provided; and
 - iii. immediately on Notice in the event of an actual Privacy Breach caused by another Participant.
- 4) The Ministry may terminate this Primary Data Sharing and Services Agreement at any time, for any reason on six months' Notice to all of the Participants.
- 5) The Ministry may, at any time acting reasonably on its own initiative and in its sole discretion, suspend a Participant or Authorized User's access to all or part of the Services or any applicable technology or Equipment owned, licensed or provided by the Ministry.
- 6) On termination of the Agreement whether in respect of one or more or all Participants, the Ministry will ensure that every Participant in respect of whom the Agreement is

terminated promptly ceases to have access to the Services and returns any Confidential Information to the relevant Participant in a form and format deemed suitable by that Participant.

20. Interpretation

In the Agreement, unless otherwise specified, words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of the Agreement. They are for convenience of reference only and do not affect the interpretation of the Agreement.

21. Additional Participants

A CACC or LASP who has entered into this Primary Data Sharing and Services Agreement with the Ministry will become a Participant. The Ministry will provide prompt Notice to the existing Participants of any new Participants and when the Agreement is terminated in respect of a Participant and in any event, within 5 Business Days of the joining or departure of a Participant. The Ministry will maintain the authoritative list of all Participants and what Services they are accessing on the website at the link in the Service Schedule.

22. Survival

Except as otherwise provided herein, those sections of the Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to survive any termination or expiry of the Agreement will survive any termination or expiry of the Agreement, including, without limitation any privacy or confidentiality obligations, limitation of liabilities, or indemnification obligations.

23. Notice

Any Notice, request, demand or other communication to be given by a Participant under the Agreement will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated ‘out of office’ notification. A Notice will be addressed to the Contact of the other Participant and at the address for that Participant as provided at the link referenced in the Service Schedule.

A Notice will be deemed to have been duly given one Business Day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given one Business Day after the facsimile or email was sent.

24. Assignment

A Participant may not assign this Agreement or any of its rights or obligations under the Agreement, directly or indirectly, without the prior consent of the other Participants, not to be unreasonably withheld. A Participant who is not the Ministry will not engage in any change of control (being an amalgamation, merger, or change in 50% or more of the voting shares) without providing 60 Business Day’s prior Notice to the other Participants. The Ministry may assign the

Agreement or any of its rights and obligations under the Agreement to any agency or ministry of His Majesty the King in right of Ontario and as otherwise directed by His Majesty the King in right of Ontario.

25. Further Assurances

Each Participant agrees to do, or cause to be done, all acts and things necessary to implement and carry into effect the Agreement to its full extent.

26. Entire Agreement

The Agreement constitutes the entire agreement between the Participants pertaining to the subject matter hereof and supersedes all prior understandings, agreements, collateral, oral or otherwise, negotiations and discussions, oral or written, existing between the Participants at the date of execution of the Agreement.

27. Severability

If any term or condition of the Agreement, or the application thereof to the Participants or to any persons or circumstance, is determined to be to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Participants, persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby.

28. Amendments, Waivers

- (a) Except as expressly provided herein, the Agreement may be amended, modified or supplemented only by written agreement signed by each of the Participants. No waiver, alteration, amendment, modification, or cancellation of any of the provisions of the Agreement will be binding upon a Participant unless made in writing and duly signed all of the Participants.
- (b) The Ministry and the Contracting Participant may amend the contact information for their representatives in section 8 of Attachment 1 by providing Notice to the other Party.

29. Use of insignia

No Participant will use any insignia or logo of another Participant except where it has received the prior written consent of the other Participant to do so.

30. Governing Law

The Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

31. Counterparts

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

32. Electronic Signatures

The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (1) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party; or
- (2) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party's prior written consent, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party.

33. Attachments

The Attachments that form part of this Primary Data Sharing and Services Agreement are as follows:

Attachment "1" - Plain Language Description of Services, and Security

Attachment "2" - Data Access and Transfer Log Procedures

Attachment "3" - Security Standards and Procedures

Attachment "4" - Privacy Breach Protocol Outline

Attachment "5" - Authorized User Terms

Attachment "6" - Service Schedule

In the event of any conflict or inconsistency between the main body of this Primary Data Sharing and Services Agreement and any attachment, the main body of the Agreement will govern unless specifically provided otherwise in an attachment.

IN WITNESS WHEREOF, the Parties have agreed to be bound by and have executed the Agreement.

**HIS MAJESTY THE KING IN RIGHT ONTARIO as represented by
the MINISTER OF HEALTH**

Name: _____

Title: _____

Date: _____

Signature: _____

Middlesex London EMS Authority

Name: _____

Title: _____

Date: _____

Signature: _____

I have authority to bind Middlesex – London
EMS Authority

Name: _____

Title: _____

Date: _____

Signature: _____

I have authority to bind Middlesex – London
EMS Authority

Attachment 1 - Plain Language Description of Services and Security

1. WHAT SERVICES DOES THE MINISTRY OF HEALTH PROVIDE?

The Ministry of Health provides software and services that improve emergency access to care for Ontarians. It does this through the provision of services, equipment and software that allow operators under the Ambulance Act to track and manage patients who requireservices. Ambulance dispatch services typically replace paper-based processes in favour of an improved electronic process, ensuring that patients are managed safely and efficiently.

Ambulance dispatch services are the initial access point to Ontario's emergency health services system for many victims of illness or injury. A critical component of this service is the 24/7/365 communication between ambulance communication officers within Central Ambulance Communication Centers, and paramedics dispatched by Land Ambulance Service Providers.

2. WHERE DOES THE MINISTRY OF HEALTH GETPERSONAL HEALTH INFORMATION?

The Ministry collects PHI from 9-1-1 callers and patients as well as other sources in the delivery of emergency health services.

The Ministry of Health may also act as a health information network provider (HINP) as defined in s. 6(2) of O. Reg. 329/04 under PHIPA, as an electronic service provider for one health information custodian or as an agent of a health information custodian under a direct authorization from that custodian. In each of these three roles the Ministry of Health receives PHI from a health information custodian.

The Ministry of Health in its role as a HINP only processes personal health information as necessary to enable two or more health information custodians, who need to communicate urgently to provide emergency response services, to use electronic means to disclose personal health information to one another or as required or permitted by law. The Ministry of Health is not a health information custodian in respect of processing this personal health information.

3. HOW DOES THE MINISTRY OF HEALTH USEPERSONAL HEALTH INFORMATION?

When acting in a HINP or ESP role, the Ministry discloses personal health information only as necessary to provide those HINP or ESP services.

The Ministry, in acting as a HINP, is providing the services to facilitate the disclosure of personal health information between the operators of CACCs and ambulance services within the meaning of the Ambulance Act.

Pursuant to s. 10(4) of PHIPA a HINP, must comply with all prescribed requirements in the course of providing goods or services to the health information custodian.

Subsection 6(3) of O. Reg. 329/04 sets out requirements that the Ministry must comply with when providing the HINP Services.

4. TO WHOM DOES THE MINISTRY OF HEALTH DISCLOSE PERSONAL HEALTH INFORMATION?

The Ministry of Health does not disclose personal health information unless required by the health information custodians or permitted or required to by law.

5. WHAT SAFEGUARDS ARE IN PLACE TO PROTECT PERSONAL HEALTH INFORMATION?

The Ministry of Health rigorously protects personal health information to ensure it is secure at all times and only accessed by those who have a need to access it to carry out their work. The Ministry of Health employs or is actively planning to employ the following safeguards to protect personal health information:

- All personal health information is hosted in secure, access-controlled facilities in Canada or in another jurisdiction being held to the same standards of privacy and security as if it were located in Canada.
- All information is encrypted while “at rest” (stored in a database) and “in transit” (being viewed in Ministry of Health software or solutions over the internet)
- Ministry of Health uses software access controls to limit access to its software solutions to authorized users
- Ministry of Health software solutions audit all user access to personal health information

6. WHAT POLICIES DOES THE MINISTRY OF HEALTH HAVE IN PLACE TO ENSURE PERSONAL HEALTH INFORMATION IS PROTECTED?

The Ministry of Health adheres to rigid privacy policies to ensure personal health information is protected. These policies include the following:

- All staff are aware of the purposes for which personal health information is collected and trained on their legal obligations to protect the information.
- Third parties acting on behalf of Ministry of Health are contractually obligated to protect personal health information to the same standard that the Ministry adheres to.
- Staff monitor security on a scheduled basis to detect for any possible breaches in security.
- Requirement to report any security incident to the affected health information custodian and to the Information and Privacy Commissioner where appropriate.
- The Ministry of Health has a privacy officer who is responsible for managing compliance with privacy requirements and implementing best practices as they relate to privacy software features and requirements.
- Personal health information is not used or disclosed for purposes other than those for which it was collected or as required or permitted by law.
- Personal health information is retained only as long as necessary for the fulfillment of the purposes above, and as required by law.
- Ministry of Health works with health information custodians to ensure that the data in their custody is as accurate, complete and up-to-date as possible.

7. CAN PATIENTS WITHDRAW CONSENT TO DISCLOSE PERSONAL HEALTH INFORMATION?

Yes. Patients may withdraw consent at any time provided they do so with their health information custodian as the Ministry of Health cannot process these requests. Patients also have the right to

restrict access to all or part of their personal health information. In either case, this is done by notifying the relevant health information custodian (usually, the patient's physician) who is a user of the Ministry of Health's services.

8. WHO MAY I SPEAK WITH IF I HAVE QUESTIONS ABOUT THE MINISTRY OF HEALTH'S PRIVACY POLICIES AND PROCEDURES?

If you have complaint, question or concern regarding the Ministry of Health's privacy policies and procedures, please contact:

The Ministry

Mailing Address:

5700 Yonge St,
Toronto ON
M2M 4K5

Contact: Stuart Mooney, Director, Emergency Health Program Management and Delivery Branch

Email Address: Stuart.Mooney@ontario.ca

Contact: Heather Berios, Director, Emergency Health I&IT Solutions & Technology Management Branch

Email Address: Heather.Berios@ontario.ca

Attachment 2 - Data Access and Transfer Log Procedures

For each of the Services the Ministry provides to Participants, the Ministry will create or plan to develop the ability to create access and transfer logs:

1. an *Access Log* recording every access to all or part of the PHI associated with a Participant being held in Equipment controlled by the Ministry, which will include the following information: i) the person who accessed the PHI; and ii) the date and time of the access; and
2. a *Transfer Log* recording every transfer of all or part of the PHI associated with a Participant by means of Equipment controlled by the Ministry, which will include the following information: i) the person who transferred the PHI; ii) the person or address to whom the PHI was sent; and iii) the date and time it was sent.

Log files will also contain the following information that the Ministry currently collects:

1. PHI owner (of which Participant is the custodian)
2. Purpose of the disclosure (reporting, troubleshooting, etc...)
3. Format of information (paper/electronic/spoken/visual)
4. Safeguards applied during disclosure (reference a standard safeguard lookup)
5. Subjects the information was disclosed to
6. non-identifying client tracking number

Upon request by a Participant, the Ministry will make such logs available

Attachment 3 - Security Standards and Procedures

The physical, organizational and technological safeguards and security standards and procedures referenced in section 9(3) are as follows.

The Ministry uses administrative, technical and physical security standards and procedures based on GO-ITS 25.X standards and guidelines, good practices such as ISO 27001 and NIST to protect PHI and non-PHI processed by the Ministry pursuant to the network services as described in Attachment 1. These standards and procedures include but are not limited to those described below:

Administrative:

- Security & privacy policies and procedures
- Cyber Security training
- Confidentiality and non- disclosure agreements
- Security TRA & privacy PIA assessments for services provided
- Security roles and responsibilities are defined and documented
- Access rights on termination or change of employment
- Change management procedures
- Continuity plans for business services to continue
- A privacy incident response plan
- Processing of PHI and non- PHI data only according to contractual agreements
- Data transfers only according to established protocols.

Technical

- User Identification and Authentication
- Controls Against Malicious Code
- Offsite backups for production systems, configurations and development code.
- Server Hardening
- Computer Security
- Secure Disposal of Assets prior to disposal, lease return or retirement
- Servers are regularly patched according to the Ministry Vulnerability and Patch Management Policy
- Separation of development, test and operational facilities and roles
- Use of encryption for data transfer
- Use of network logging
- Network security and monitoring

Physical

- Security Perimeter of server rooms with restricted access
- After-hours restricted access

- Protection against environmental threats - heating and fire
- Third-party access to secure areas
- Video Monitoring
- Supporting Utilities are used to protect servers.
- Redundancy & Fault Tolerance to prevent the loss of integrity or availability of PHI and non-PHI

Attachment 4 - Privacy Breach Protocol Outline

The purpose of this Privacy Breach Protocol is to ensure that the Ministry, when processing PHI, responds promptly and effectively in the event of an actual or suspected Privacy Breach. For purposes of this Attachment 4, "Privacy Breach" means the actual or suspected theft, loss, or unauthorized access, use, disclosure, modification or destruction of PHI or PI processed by the Ministry providing Services under the Agreement, whether inadvertent or intentional.

In the event of a Privacy Breach, the Ministry will promptly send Notice of such Privacy Breach in any event no longer than 2 Business Days from first knowledge, to the affected Participant or Participants to the Contact listed at the link referenced the Service Schedule.

The Privacy Breach Protocol consists of the steps outlined below.

1. Reporting of suspected or actual Privacy Breaches

The Ministry Personnel must immediately report any Privacy Breach to their manager and to their director or in the director's absence, to the Ministry's Privacy Officer or equivalent position. The director (or delegate) will initiate an internal investigation to determine whether a Privacy Breach has or may have occurred, and will implement containment efforts as may be reasonable in the circumstances. This step will be undertaken concurrently with Step 2, Containment.

2. Containment

The director (or delegate) will initiate all reasonable steps to limit the impact of the Privacy Breach as quickly as possible. Containment efforts by the Ministry will vary depending on the nature of the Privacy Breach, including suspending access rights in cases of unauthorized access, retrieving any copies of PHI or ensuring the secure destruction thereof in cases of unauthorized disclosures, and suspending the transmission of PHI. All staff and Authorized Users of the Ministry systems are required to provide assistance in support of containment efforts when requested to do so.

3. Notification

In each instance of a Privacy Breach, the director (or delegate) will at a minimum include in the Notice to the affected Participant or Participants the following information:

- the date and time of the Privacy Breach;
- a description of the PHI involved in the Privacy Breach;
- the circumstances of the Privacy Breach, including the persons to or by whom any PHI has been disclosed or accessed;
- the actions being taken to contain the Privacy Breach and to prevent similar breaches from occurring in the future; and
- any other information that may be pertinent to the affected Participant or Participants.

4. Investigation and Assessment

The director (or delegate) will investigate every Privacy Breach to determine the scope and cause of the Privacy Breach, including the individuals who may have been involved with or are responsible for the Privacy Breach, and the nature and quantity of the PHI that is affected, and will evaluate the adequacy of the Ministry's administrative, technical and physical safeguards relating to the confidentiality and security of the PHI in light of the Privacy Breach. In the process, the director (or delegate) will consult with necessary parties. All Personnel including Authorized Users of the Ministry systems are required to provide assistance to support investigation activities when requested to do so.

Risks associated with the Privacy Breach will be assessed by the Ministry. The following factors are included in this assessment:

- the specific PI and PHI, if any, involved in the Privacy Breach, the sensitivity of that information and its possible misuses;
- the cause and extent of the Privacy Breach, including the risks of ongoing or further exposure of the information;
- the number and types of individuals affected by the breach; and
- foreseeable harms that may arise from the breach.

5. Documentation

In each instance of a Privacy Breach, the director (or delegate) will document all relevant information using a template report called a Breach Event Report template and will submit an incident report ticket to support Privacy Breach record-keeping. On request by one or more affected Participants, the Ministry or will provide the relevant Participant or Participants with preliminary and final reports in a timely manner.

The Ministry staff and third-party service providers will provide all relevant information to the Director, in support of the documentation process.

6. Remediation and Prevention

In each instance of a Privacy Breach, the director will determine what measures must be implemented to remediate or address the Privacy Breach and to prevent similar Privacy Breaches in the future. The director will then develop a plan to implement remediation and prevention measures. The plan and measures will address all requirements and recommendations, if any, stipulated by the Information Privacy Commissioner of Ontario and any requirements and recommendations, determined by the Ministry in its sole discretion to be reasonable and appropriate, of any Participant that was affected by the Privacy Breach, and any requirements of Applicable Law. The Ministry will execute and implement any such plan and measures within a reasonable time in all of the circumstances, including available resources.

This Privacy Breach Protocol is supported by detailed procedures adopted and maintained by the Ministry.

Attachment 5 - Authorized User Terms

Please read carefully, you are agreeing to be bound by these Authorized User Terms and Conditions.

You have been identified as an Authorized User by (Middlesex – London EMS Authority) (the “**Contracting Participant**”). The Contracting Participant has entered into a Primary Data Sharing and Services Agreement with the Ministry of Health (the “**Ministry**”) (collectively, the “**Agreements**”) to enable its Authorized Users to access and use the Ministry or other participant services (the “**Services**”) and possibly to share certain sensitive information of, and with, others.

When you access the Services you will be presented with a set of contract terms and conditions (the “Online Agreement”) that you must read and agree to before you access and use the Services. The Online Agreement will be substantially similar to these User Terms and Conditions, but may have some differences. By accepting the Online Agreement electronically (for example, clicking “I Agree”) or accessing or using the Services, you: (a) represent that you have been duly authorized by the Contracting Participant to access and use the Services; (b) further represent that the Contracting Participant has informed you of its obligations under the Agreements and you have agreed to comply with them; and (c) agree to bound by these Authorized User Terms as amended from time to time.

1. Additional Definitions

When used in these Authorized User Terms and Conditions, the following terms will have the following meanings:

- (a) “**Agent**” has the meaning ascribed to it in PHIPA;
- (b) “**Authorized User**” means an Agent of the Contracting Participant who is authorized to access PI in connection with one or more Agreements;
- (c) “**Health Information Custodian**” has the meaning ascribed to it in PHIPA;
- (d) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trade-mark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world;
- (e) “**Personal Health Information**” has the meaning ascribed to it in PHIPA;
- (f) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and the regulations thereunder as may be amended from time to time; and
- (g) “**PI**” means information about an identifiable individual and includes Personal Health Information.

2. Access

In accessing and using the Services, I understand that I am acting as an Agent of the Contracting Participant. I have no rights or licence to access or use the Services in any other capacity or for any other purpose.

3. Registration

I agree that all information that I have provided to the Contracting Participant in connection with my access to the Services is accurate and complete. I agree to maintain and update such information as necessary, to keep it accurate, current and complete. I am responsible for keeping every password and all credentials that enable my access to the Services (my “**account**”) secure; and I am responsible for all access and other activity that occurs with respect to my account. If I suspect any unauthorized use of my account, I will notify the Contracting Participant immediately.

4. Use of the Services

Restrictions on Use.

I will **NOT** use the Services for any of the following purposes:

- (a) to access, collect, use, disclose, print, or copy Personal Information or other confidential or restricted information from or through the Services unless such access, collection, use, disclosure, printing or copying: (i) is authorized by the Contracting Participant; (ii) is necessary for the purpose of carrying out my duties as an Agent of the Contracting Participant; (iii) is not contrary to applicable law; (iv) complies with any conditions or restrictions that the Contracting Participant has imposed on me; and (v) does not, to my knowledge, contravene the Agreements;
- (b) to print or otherwise copy Personal Information from the Services except as authorized by the Contracting Participant;
- (c) to provide any false or misleading information to the Ministry, the Contracting Participant or any other users of the Services;
- (d) to infringe any rights, including but not limited to Intellectual Property rights, or to violate acceptable use policies of any third party;
- (e) to upload to or transmit from the Services any data, file or software that contains a virus, Trojan horse, work or other technologies that may harm any of the Services or the interests or property of the Ministry, the Contracting Participant or other Participants;
- (f) to distribute spam, advertisements or other bulk messages;
- (g) to hack or otherwise interfere with the proper functioning of the Services (including interference with or by-passing security features);
- (h) to access the Services from a public network or other unsecure network;
- (i) to reproduce, duplicate, copy, sell, resell, distribute or make available to any third party, modify, reverse engineer, decompile, disassemble or create derivative works of or from, or otherwise exploit for any purpose, any part of the Services, without the express written consent of The Ministry;
- (j) to use the Services or Confidential Information, as defined in the Agreements, to enable, support, or otherwise aid the Contracting Participant or a third party in developing any product, software or service competitive with the Services or any of the Ministry’ products or services;

- (k) to use any robot, spider or other automatic program or device, or manual process to modify, monitor, copy, summarize, or otherwise extract information from the Services in whole or in part, except as necessary for the purpose of carrying out my duties as an Agent of the Contracting Participant in accordance with all applicable Agreements and for the “Designated Purposes” under each such Agreement;
- (l) to post or submit any material or information into software in connection with the Services that:
 - 1. is abusive, defamatory, discriminatory, offensive, irrelevant or unlawful;
 - 2. I do not have the legal right to post or otherwise to publish or distribute; or
 - 3. is for advertising or commercial purposes;
- (m) to make, possess or distribute computer programs that are designed to assist in obtaining access to Ministry Services in violation of any agreement or applicable laws; or
- (n) to remove, alter or destroy any trademarks, notice, proprietary codes, means of identification, or digital rights management information on, in or in relation to the Services.

In accessing and using the Services, I agree to:

- (o) comply with all conditions or restrictions imposed by the Contracting Participant in respect of my collection, use, disclosure, retention or disposal of Personal Information in connection with the Services;
- (p) comply with any policies and procedures prescribed and provided to me by the Ministry and the Contracting Participant in respect of the Services;
- (q) participate in any training that the Ministry or the Contracting Participant may require in respect of the Services;
- (r) keep all computer access codes (username and password) or access devices in respect of the Services secure and not share them with others;
- (s) log out of the Services prior to ever leaving my computer or workstation unattended;
- (t) maintain active and up-to-date anti-virus protection on the computer or device that I use to access the Services, unless maintained by the Contracting Participant in accordance with the Primary DataSharing and Services Agreement;
- (u) notify the Contracting Participant immediately if I become aware of any potential or actual security or privacy breaches in respect of the Services, including but not limited to the loss, theft or unauthorized use or disclosure of any Personal Information;
- (v) not collect Personal Information through the Services, nor use or disclose the Personal Information so collected, if and to the extent that I am aware that an individual has expressly withheld or withdrawn consent to such collection, use or disclosure;

- (w) notify the Contracting Participant immediately if I become aware of a software error in connection with the Services including (i) any software coding error; or (ii) failure of software to substantially perform in accordance with the applicable specifications;
- (x) keep confidential any information I acquire through my access to the Services that is either marked or appears by its nature to be confidential or proprietary information of the Ministry or any third party, including source code;
- (y) use any Equipment provided by the Ministry carefully so as to avoid damage to the Equipment, to refrain from altering the Equipment, and to only use the Equipment for the purposes and in the manner specified by the Ministry or the Contracting Participant;
- (z) keep any Equipment provided by the Ministry in a secure location, and to take other reasonable steps to protect against loss or theft of the Equipment and to ensure no unauthorized person has access to Equipment, including any specific steps required by the Contracting Participant, and immediately notify the Contracting Participant if Equipment is lost, stolen or accessed by an unauthorized person; and
- (aa) comply with any terms dictated by a third-party as those terms relate to my use of third-party software. I acknowledge that:
 1. The Ministry cannot and does not guarantee the reliability or accuracy of any third-party applications, nor does it endorse the content and information provided by third party applications,
 2. The Ministry shall not be liable for any form of liability arising from my reliance on, or in connection with my use of third-party applications, and
 3. Specifically for third-party mapping software or real-time routing information, I acknowledge that they are provided as optional use and may not align to the mapping information maintained by the Ministry's GIS team, or to the Ministry's systems or databases (such as CAD). Examples include but not limited to data and software used by Ministry tools and applications such as: Apple Maps, Google Maps, Waze, Maps.me.

5. No Transfer of Intellectual Property Rights

I understand that all right, title and interest in and to the Services, including all Intellectual Property rights arising out of or relating to the Services, are and will remain with the Ministry or the Contracting Participant and their third party licensors and service providers.

6. Use of Feedback

In the event that I provide the Ministry with any comments, suggestions, data, information or feedback in respect of the Services, I acknowledge and agree that all such feedback may be freely used by the Ministry or its third party suppliers, at their sole discretion, for the design, development, improvement, marketing, commercialization and operation of the Services and its other products and services, without any restrictions or other obligations to me based on confidentiality or Intellectual Property rights.

7. Term of Access

My right to access and use the Services will commence upon my first access to the Services and will terminate at the earlier of: (i) when the Contracting Participant has determined that I no longer require access to the Services; (ii) upon the expiration or termination of the Agreements; or (iii) where my

access to the Services has been suspended or withdrawn in accordance with these User Terms and Conditions or the Agreements.

8. Termination of Access by the Ministry

I understand that the Ministry will have the right to suspend my access to the Services at any time if: (i) the Ministry suspects, acting reasonably, that my account is being used for unauthorized access to other systems or information; (ii) I am using my account in a manner which has the potential to substantially degrade the performance or integrity of the Services; or (iii) I have failed to comply with these User Terms and Conditions. I understand that the Ministry will advise the Contracting Participant of the suspension and the reasons therefor.

9. Failure to comply

I understand that failure to abide by these Authorized User Terms will result in the withdrawal of access privileges to the Services, and may result in other actions or sanctions authorized bylaw.

10. Governing Law

These User Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

Attachment 6 – Service Schedule

1. Definition of Services

“**Services**” means all or part of the services or Equipment provided by the Ministry to the Contracting Participant and its Authorized Users as described in section 3 of this Service Schedule as amended from time to time, that comprise the ambulance dispatch services, as may be owned by, licensed or subscribed to by the Ministry from third parties, and includes any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software (including object and source code and related Documentation), and other technologies and inventions, and any technical or functional descriptions, instructions, requirements, plans, manuals or reports, that are provided or used by the Contracting Participant or its Authorized Users in connection with the installation, configuration, integration, operation, use, support or maintenance of the Services or otherwise comprise or relate to the Services, but expressly excludes: (i) PI; and (ii) information, data and other content that the Contracting Participant inputs into the Services

2. Participants and Contacts

A list of Participants and their Contacts can be accessed at the Ministry' website at: <https://ontariogov.sharepoint.com/sites/EHPMDB/EHSPartnerSite/PDSSA>

3. Services

The Ministry will provide the following information management, information systems and information technology services to the Participants as applicable, as amended from time to time.

Description of Ministry Services:

Services for Paramedic Services

I.Ambulance Dispatch Decision Support (ADDS)

Provides real time dashboards and reporting for live 911 operational decision support processes for Central Ambulance Communication Centre, Paramedic Service and Emergency Department stakeholders.

II.Ambulance Dispatch Reporting System (ADRS)

A web-based reporting system which provides historical reporting capability to query Ontario ambulance dispatch data for performance and trend analysis.

III.CAD Paging (SMS Texting)

Provides paramedic personnel with the ability to receive text messages on their mobile devices through business rules configured in the Computer Aided Dispatch (CAD) application.

IV.Real Time Data

A data service which enables medical 911 incident information to transfer in real-time from Central Ambulance Communication Centres (CACCs) to paramedic services. The Real Time Data (RTD) Service operates on a vendor-agnostic platform to enable the population of paramedic services

dashboards for situational awareness.

V. Real Time Data integration with Electronic Patient Care Record (ePCR)

A real-time data service which facilitates bi-directional 911 incident data exchanges between the Ministry's Computer Aided Dispatch (CAD) application and the paramedic services' ePCR solution. This service is vendor agnostic and automatically populates the CAD and the ePCR using a standardized data specification and electronic exchange.

VI. Real Time View (RTV)

The Real-Time View application provides a mobile application with a user interface for paramedic services supervisors to see real-time crew information such as location of vehicles, calls assigned and incident details.

VII. Mobile Computer Aided Dispatch (mCAD)

A mobile application that facilitates the digital exchange of real-time dispatch communications between Central Ambulance Communication Centres (CACC) and paramedics. mCAD enables CACCs to electronically notify paramedics of a call, provides routing functionality and allows paramedics to provide unit and incident status updates electronically back to the Computer Aided Dispatch (CAD) application.

VIII. Mobile Satellite (MSAT)

Provides primary and backup communication between CACCs and paramedics through a satellite push to talk radio system installed in an ambulance. Conversations via MSAT are recorded and become digital records.

IX. MOH Locator

An application available on ambulance computer notebooks, which takes an address (street name, number and municipality) entered by the user and generates a map of the area with a pointer marking the location.

X. Red Phone

A direct telephone service from dispatch centres to ambulance bases, used to reach the paramedic crews. It is also used as backup technology to notify crews of 911 calls in the event of an outage to the paging service. Conversations via red phone are recorded and become digital records.

XI. Trunked and Conventional FleetNet Radio, Hip and Base Paging (Legacy Radio network and equipment services)

Provides primary two-way radio communication between paramedics and CACCs. It includes in-ambulance radio services, mobile portable radio coverage via an ambulance as well as communication with hospital emergency departments. It also provides, base paging capability for CACCs to notify crews situated in an ambulance base. Conversations via the radio network are recorded and become digital records.

XII. New Public Safety Radio Network (PSRN) – Land Mobile Radio Services (PSRN network and radio equipment services)

Provides primary trunked and/or conventional (e.g. PCOM) two-way radio communication between paramedics and CACCs over the PSRN encrypted radio network. An air to ground solution is also included. It includes in-ambulance radio services, mobile portable radio coverage via an ambulance as well as communication with hospital emergency departments. It also provides, ambulance base call alerting (ABCA) capability for CACCs to notify crews situated in an ambulance base and in specific situations provides paramedic call back alerting (PCBA) solution. The new radio network is optimized to ensure the priority of communications for mission-critical public safety services. Conversations via the radio network are recorded and become digital records.

XIII. Automatic Vehicle Location (AVL) Aggregator

Receives and integrates into the Computer Aided Dispatch (CAD) system, real-time location information from Ambulance Service AVL software vendors to support 9-1-1 call dispatching by ACOs in CACCs. The Aggregator service operates on a vendor-agnostic platform to enable vehicle location integration in the CACC, regardless of the AVL vendors contracted locally by the ambulance service.

County Council

Meeting Date: March 28, 2023

Submitted by: Joe Winsor, Manager of Social Services and Cindy Howard, General Manager of Finance and Community Services

Subject: Purchase of Service Renewal – LEADS Employment Services - Skills That Work Program April 1, 2023 – December 31, 2023

BACKGROUND:

Leads Employment Services is an agency that is contracted by Middlesex County to deliver an Employment Preparation program (Skills That Work) to clients that have been identified as having barriers to personal management/life skills and securing sustainable employment.

ANALYSIS:

Skills That Work

The Skills That Work program provides person centered and intensive supports to participants with complex employment and social needs. A combination of skill building, pre-employment and employment related activities assists participants to address personal goals, reduce barriers and prepare to enter/re-enter and progress in the workplace.

The target group are Ontario Works' participants who have been referred by their designated Ontario Works' staff. Generally, participants in the program have limited employment and personal management skills necessary to succeed in the current labour market.

The expected outcomes after completion of the Skills That Work program are:

- Have increased employability, personal life management and / or self-awareness skills;
- Have increased motivation, engagement and self-esteem;
- Be more aware of social and behavioural barriers to employment and applicable strategies to deal with these issues;
- Have more awareness about the labour market; employment opportunities; work habits / attitudes; personal work interests and aptitudes;

- Have reduced barriers to employment and / or employment related activities i.e. childcare, criminal record check / pardons, dental health, mental health, counselling, physician, etc.;
- Have a written plan outlining suggested next steps and recommendations for movement along the continuum to employment. This may include: recommendations for social support programs; referrals to Ontario Disability Support Program; recommendations for education programs; recommendations for employment programs; recommendations for employment training programs; career / interest inventory results, etc. Plans will be based on the Common Assessment Plan;
- Enhanced job search skills; and / or
- Transition to employment or an employment program

Outcomes of the Skills that Work program from April 1st, 2022 to February 28th, 2023:

- 24 clients participated in the Skills That Work program.
- 10 clients successfully completed the program and either moved into employment program within Leads or were referred to other educational/training programs
- 11 clients secured full or part time employment
- 13.9 Average number of hours for participants completing service

FINANCIAL IMPLICATIONS:

Basic Contract \$ 29,107.50

Payable in monthly instalments of \$ 3,234.17

Mileage is to be calculated quarterly at \$0.47 per kilometer up to a max of \$2,290 per quarter (\$9,160.00 yearly)

ALIGNMENT WITH STRATEGIC FOCUS:

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

Strategic Focus	Goals	Objectives
Cultivating Community Vitality	Advance a diverse, healthy, and engaged community across Middlesex County	<ul style="list-style-type: none">• Promote and support community wellness• Innovate social and community services• Attract, retain, and engage youth in our community• Champion and encourage active transportation and public transit opportunities
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	<ul style="list-style-type: none">• Support opportunities to create a stronger and sustainable agricultural sector• Create an environment that enables the attraction and retention of businesses, talent, and investments• Attract visitors to Middlesex County• Support the development and prosperity of downtown core areas in Middlesex County

RECOMMENDATION:

THAT a by-law be introduced at the March 28th, 2023 Council meeting to:

- a. Authorize and approve the contract with Leads Employment Services for the Skills That Work program from April 1st, 2023 to December 31st, 2023, with the potential to extend to March 31st, 2024, for Ontario Works participants that have identified with life stabilization challenges and employment barriers; and
- b. Authorize the Warden and the County Clerk to execute the Agreement.

Attachments:

- Updated contract – April 1st to December 31st, 2023.

AGREEMENT

THIS AGREEMENT made in duplicate this 28th day of March, 2023.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

hereinafter called the "County"
OF THE FIRST PART
- and -

LEADS EMPLOYMENT SERVICES LONDON INC.

hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Employment Placement Agency is willing to participate in the County's Ontario Works program and to provide services to Ontario Works recipients.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Agency and the County mutually covenant and agree as follows:

1. PURPOSE

1.1 For the purposes of this Agreement, the Agency agrees to provide Employment Assistance and Placement Services for Ontario Works participants in accordance with the legislation, regulations and guidelines of the Ontario Works program.

2. STATUS AND SERVICES OF SERVICE PROVIDER

2.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide job placement and employment services agency.

2.2 The Service Provider shall provide services for eligible Ontario Works participants and low-income families in accordance with the Ontario Works Act and Regulations passed thereunder, and any program requirement of the County.

2.3 The Service Provider agrees to accept referrals for placement services from the County.

2.4 The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide employment assistance services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.

2.5 No additional services other than those described herein are contracted for hereunder.

2.6 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act S.C. 1996, c. 23; The Workers' Compensation Act R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.

2.7 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the County of Middlesex Ontario Works Program.

2.8 The Service Provider acknowledges and agrees; that the length of time any one Ontario Works participant is registered should not exceed 12 months, without the continuing consent of the County.

2.9 The Service Provider shall have available for inspection by the Director of Social Services or their designate verification that the Service Provider complies with all conditions of this Agreement.

2.10 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

3. OBSERVANCE OF THE LAW AND INDEMNITY

3.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

3.2 The Service Provider hereby indemnities and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

3.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

4. COMPENSATION

4.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

4.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. The Service Provider agrees to provide monthly billings no later than the 16th day of each month to Middlesex Ontario Works. All records and accounts of the Service Provider associated with this placement shall be open to inspection by the Director of Social Services or their designate at all times. Failure to comply with this section will be grounds for immediate termination of this Agreement at the discretion of the County.

4.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.

4.4 All invoices shall be submitted to the Director of Social Services or their designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the accounts by the dates specified in Section 4.2 will result in the withholding of any payments until such time as accounts are processed.

4.5 No payments shall be due or payable under this Agreement unless such payments are eligible for subsidy from the Province of Ontario under the Ontario Works Act and the Regulations made thereunder.

5. INDEMNIFICATION

5.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

6. INSURANCE

6.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.

6.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.

6.3 The Service Provider shall, at its expense, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with providing services, including Passenger Hazard in the amount of ONE MILLION (\$1,000,000.00) DOLLARS, including ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

6.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.

6.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said services.

7. CONFIDENTIALITY

7.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards. Employment Placement Agencies providing placements will be required to obtain a participant's written consent prior to disclosure of information and from advising other employees of the status of the client. Any media stories concerning Ontario Works will be screened to the best of its ability by the County to ensure specific clients cannot be identified. No participant will be allowed to be photographed without their prior written consent.

7.2 The Service Provider agrees to ensure that all employers and placement hosts:

- i) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
- ii) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
- iii) have an Accommodation Policy in accordance with the Ontario Human Rights Code.

7.3 The Service Provider acknowledges that if human rights issues are raised, proof of compliance lies with the employer or placement host.

7.4 The Service Provider agrees to meet with the County staff, prior to the commencement of this Agreement, to fully discuss all matters of confidentiality.

7.5 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.

7.6 Failure to comply to Section 7 shall lead to immediate termination of this Agreement.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 The Service Provider agrees to ensure that all placement employers and hosts are in compliance with all applicable Federal and Provincial Occupational Health and Safety legislation, regulations, and any other relevant standards.

9. LABOUR RELATIONS

9.1 The Service Provider acknowledges that all paid employment placements must be in compliance with all applicable labour relations legislation and any collective agreements.

10. CONFLICT OF INTEREST

10.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:

- i) in any contracts or proposed contracts with Municipal or other Corporations; or

- ii) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose their interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

11. TERM OF AGREEMENT

11.1 This Agreement will have been deemed to commence on April 1st, 2023 and continue for a period of nine months to December 31st, 2023, renewable upon the written offer and acceptance by both parties herein, up until March 31, 2024 at which time a new contract will be required.

12. TERMINATION

12.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.

12.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or their designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of the Ontario Works Act or Regulations made thereunder, or of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.

12.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

13. ANNUAL REVIEW

13.1 The County reserves the right, in addition to the monthly monitoring, to conduct an annual review to ensure that the Service Provider is complying with the legislation, regulations and standards of the Ontario Works program and County requirements.

14. APPENDICES

14.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Dedicated Services Schedule

Appendix B - Fee and Billing Schedule

[ONE (1) SIGNATURE PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at the
City of London, in the County of Middlesex
this 28th day of March, 2023

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Cathy Burghardt-Jesson, Warden

Marci Ivanic, Legislative Services
Manager/Clerk

**LEADS EMPLOYMENT SERVICES
LONDON INC.**

In the present of:

Witness: _____

Name/Title

Witness: _____

Name/Title

APPENDIX A

Dedicated Services Schedule

LEADS will provide the Skills That Work program to 25 new clients annually.

Skills That Work Components

- Referral, screening and assessment
- Employment action plan
- Individualized/customized life skills development services
- Employment planning/intensive and supported career exploration
- Community placement/volunteer placement
- Mentoring opportunities
- Job shadowing/job trials
- Work experience placement
- Coaching supports
- Final plan of action
- Post participation follow up where applicable

Fee for service component

- Job coaching, as required, at the rate of \$55.00 per hour, mileage at \$0.47 per kilometer.

APPENDIX B

Fee and Billing Schedule

The maximum annual value of the basic contract will be \$29,107.50 (twenty-nine thousand, one hundred and seven dollars and fifty cents), based on utilizing the services of sufficient staff to provide the services to the County’s clients and shall be paid in the following manner:

Basic Contract	\$ 29,107.50
Payable in monthly instalments of	\$ 3,234.17

Mileage is to be calculated quarterly at \$0.47 per kilometer up to a max of \$2,290 per quarter (\$6,870 for the term of this contract)

Any funds not being used for the above intended purposes must be approved by the County prior to any issuance.

Meeting Date: March 28, 2023
Submitted by: Mark Brown, Woodlands Conservation Officer
Subject: County Forest; Sale of Timber; Bayne and McMaster Tracts

BACKGROUND:

The County owns 1040 hectares of woodlands within 27 tracts. Council has established the following Vision for the County Forest: The Middlesex County Forest will be managed to ensure the ecological sustainability of the Middlesex County Forest and their associated natural heritage features and social and economic values through the utilization of an integrated ecosystem-based approach to management.

The County manages the County Forest including through a Council approved Management Plan and an Operational Plan. The Management Plan activities include Forest Stewardship, Conservation of Natural Heritage Woodlands, Sustainable Forest Management, Science & Education, and Recreation.

The Sustainable Forest Management activities within the County Forest include silvicultural management (timber harvest, regeneration, forest health improvement, and control of invasive species) as outlined in the Management and the Operational Plans. The management operations that are taking place now will, over the long term, improve the forest and provide a long-term ecological and financial benefit.

The Bayne & McMaster Tracts are located within Southwest Middlesex and contain pine plantations that are scheduled to be selectively harvested. The thinning of the plantations will encourage the continued growth and health of the remaining trees. 1,346 cubic meters (M³) of white pine select harvest was marked by the Woodlands Conservation Officer to Good Forestry Practices for stand improvement.

ANALYSIS:

A Request for Tender W2023B was posted on the County's website, the Ontario Woodlot Association website, mailed and emailed to known logging contractors. All submissions were due on March 21st, 2023 by 12:00pm and were opened at 1:00pm with the Procurement Services Manager and Woodlands Conservation Officer in attendance.

Tenders were received as follows:

Company	Amount
Townsend Lumber Inc.	\$45,500.00
Tri Bridges Inc.	\$30,000.00

The Procurement Services Manager, Woodlands Conservation Officer, and Director of Planning reviewed the submitted Tender for completeness. The Tender was evaluated against an evaluation criteria list and the Woodlands Conservation Officer completed reference checks. It was concluded that the submitted Tender of Townsend Lumber Inc. met all mandatory requirements and represents good overall value for the County.

The County utilizes a standardized logging agreement to ensure that operations within the County Forest meet acceptable harvesting standards (minimum residual damage, etc.) and to ensure technical requirements are satisfied (proof of insurance, etc).

FINANCIAL IMPLICATIONS:

County Council has adopted the following policy concerning silvicultural management revenue: That any funds realized from the sale of timber from County-owned woodlands, net of expenses required to prepare the woodlot for harvesting, be transferred to the woodlands reserve fund and be utilized to finance woodland capital projects for direct management costs.

ALIGNMENT WITH STRATEGIC FOCUS:

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

Strategic Focus	Goals	Objectives
Connecting Through Infrastructure	Ensure communities are built on a sustainable foundation that is connected and thriving	Commit to a sound asset management strategy to maintain and fund critical infrastructure
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Attract visitors to Middlesex County

RECOMMENDATION:

THAT the tender submitted by Townsend Lumber Inc. in the amount of \$45,500.00 for Tender W2023B be accepted; and

THAT a by-law be introduced at the March 28th, 2023 Council meeting to:

- a. Authorize and approve the logging contract with Townsend Lumber Inc.; and
- b. Authorize the Warden and the County Clerk to execute the Agreement.

Attachments

Attachment 1 - Agreement

AGREEMENT FOR PROFESSIONAL TIMBER HARVESTING SERVICES

MEMORANDUM OF AGREEMENT made this 28th day of March, 2023

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called the "County")

THE PARTY OF THE FIRST PART

- and -

TOWNSEND LUMBER INC.
(hereinafter called the "Logging Firm")

THE PARTY OF THE SECOND PART

Collectively hereinafter referred to as "the Parties"

WHEREAS the County is the registered owner of lands described as

- **CON 2 PT LOT 22 TO 24**, Limerick Road, geographic Township of Southwest Middlesex, Roll Number 390600102003600, otherwise known as the McMaster Tract of the Skunks Misery Forest and the lands described as
- **CON 2 PT LOT 22 TO 24**, Coltsfoot Drive, in the geographic township of Southwest Middlesex, Roll Number 390600102003600, otherwise known as the Bayne Tract of the Skunks Misery Forest (hereinafter "the Lands");

AND WHEREAS the County intends to proceed with the harvesting of marked timber on the Lands as outlined in County of Middlesex Tender #W2023B (hereinafter "the Project");

AND WHEREAS Middlesex County has requested and the Logging Firm agrees to provide the professional timber harvesting services required for the Project;

AND WHEREAS the County is a Municipal corporation governed by Warden and Council and is operated by administration, which is hereby authorized to administer this Agreement in its entirety, including, but not limited to decisions with respect to the operation and termination of this Agreement, in accordance with its provisions.

NOW THEREFORE WITNESSETH that for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which the Parties acknowledges as sufficient, the Parties do hereby agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Recitals

The above recitals are true and are incorporated into this Agreement.

Covenants

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

1.03 Retainer

The County retains the professional timber harvesting services of the Logging Firm in connection with the Project. The Logging Firm agrees to provide the timber harvesting services (hereinafter "the Services") under the general direction and control of the County. The details of the Services are set out in Article 2 (2.01-2.06) of this Agreement.

1.04 Compensation

In addition to providing the Services, the Logging Firm shall provide payment to the County in the amount of One million dollars (\$1,000,000.00) (the "Payment"). The County in return for the Services and the Payment, shall allow the Logging Firm to take possession and ownership of the merchantable material resulting from the Project.

The County shall cash the certified cheque deposit (provided with the Tender submission) in the amount of \$11,375.00 of the Payment prior to the commencement of the Services. The Logging Firm will provide the remaining 75% of the Payment (\$34,125.00) by certified cheque prior to the commencement of the Services and within six (6) months from the date the tender is awarded to the Logging Firm by County Council.

The Logging Firm acknowledges that:

- a) possession and ownership of the merchantable material resulting from the Project is the only compensation owed to the Logging Firm, its employees and/or its subcontractors by the County and the County does not warrant any amount of profit to the Logging Firm, its employees and/or subcontractors; and
- b) the Logging Firm is fully responsible for any and all costs incurred by the Logging Firm, its employees and/or any of its subcontractors incurred to access, cut and remove the marked timber, including but not limited to the costs for equipment, materials, labour, overtime, overhead, vehicle use, travelling and living expenses, telephone charges, transmission, printing, reproductions, photography, tender preparation, meetings, special delivery and/or express charges, the cost of providing and maintaining site offices.

1.05 Staffing and Methods

The Logging Firm shall:

- a) perform the Services required by this Agreement;
- b) employ only competent staff and subcontractors* who at all times will be under the supervision of a senior member of the Logging Firm's staff;
- c) ensure that its employees and subcontractors*:

- i. perform the Services to the degree of care, skill and diligence of a professional logger/tree harvesters;
 - ii. are at all times, in compliance with all Federal, Provincial and Municipal laws, statutes, regulations and by-laws and codes of conduct relevant to the cutting and sale of timber;
 - iii. without limiting 1.05(c)(ii) above, take no action that is contrary to the County's Forest Operational Plan 2012-2016 or the County's Woodlands Management Plan 2002-2021; and
- d) be fully responsible for one hundred percent (100%) of the work undertaken by any and all of its employees and sub-contractors*.

**Only subcontractors listed on the List of Subcontractors on the completed Tender Response Form shall be allowed to work on the Project, as outlined in Section 1.11 of this Agreement.*

1.06 Ownership and Vesting of Timber Property

The County and the Logging Firm hereby agree that once timber is cut by the Logging Firm, all ownership in the timber shall vest with the Logging Firm immediately when cut, and once cut, shall no longer be the property of the County, and will be at the risk of the Logging Firm.

The Parties further agree that at the end of the Project, the Lands and all uncut timber thereon remains the property of the County. Further, the ownership of any cut and/or piled wood which is left on the Lands shall revert back and to and vest with the County and may be resold by the County with no refund being owed to the Logging Firm.

1.07 Changes, Alterations and Additional Related Services

With the consent of the Logging Firm, the County may in writing and at any time after the execution of the Agreement, delete, extend, increase, vary or otherwise alter the Services required to be performed pursuant to this Agreement. In the event that any of the Services are deleted, extended, increased, varied or otherwise altered, the Parties shall cause this Agreement to be amended accordingly.

Any compensation owed to the County by the Logging Firm for the cutting of any extra trees, if agreed to, shall be based on the amount of the bid in the Logging Firm's Proposal reduced to per cubic meter and applied to the extra trees accordingly. Payment would be required to be received by the County within two (2) months of the County's invoice date.

1.08 Termination and Damages

1.08.01 Termination by County Without Cause

The County may at any time and without cause, terminate the Services of the Logging Firm for any reason by providing notice to the Logging Firm. Upon receipt of notice of termination from the County, the Logging Firm shall cease work immediately and perform no further services other than those reasonably necessary to close out its services. In the Services of the Logging Firm are terminated by the County on a without cause basis, the Logging Firm shall be entitled to ownership of the merchantable material cut up to the date and time of the termination and to a

refund of the portion of its Payment to the County representing the merchantable material unable to be cut by the Logging Firm.

In the event the County terminates the services of the Logging firm without cause, no compensation other than the compensation described above shall be owed by the County to the Logging Firm and the Logging Firm does hereby fully release the County, its employees and/or Councillors from any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from the termination.

1.08.02 Breach by Logging Firm

Stop Work and Possible Termination

In the event the Logging Firm breaches any term of this Agreement, the County may order all work to cease and/or the Agreement may be terminated at the election of the County, without any compensation owed being owed by the County to the Logging Firm.

Funds Retained; Additional Damages Available

If this Agreement is terminated by the County as a result of a breach by the Logging Firm, the County shall retain the full amount of the Payment and such retention by the County shall not limit or bar the County's ability to seek additional compensation for damages. The Logging Firm acknowledges that the retention of Payment by the County in the event of breach by the Logging Firm constitutes at least partial compensation for the cost of delay and administrative costs associated with administering an additional request for tender and is not a penalty.

Ineligibility to Contract Possible

In the event the Logging Firm breaches this Agreement, it may at the election of the County, be ineligible to contract with the County further for a period of time determined by the County.

Abandonment of Project by Logging Firm

In addition to and without limiting any other provision of this Agreement and subject to section 1.07 of this Agreement, in the event the Logging Firm prior to the completion of the Services and without the written consent of the County, breaches this Agreement by either:

- a) ceasing performance of the Services; or
- b) dissolving as a corporation; or
- c) ceasing operations;

this Agreement shall terminate as of the earliest date upon which the Logging Firm either ceases performance the Services, dissolves, or ceases operations. In the case where the Logging Firm ceases performance, dissolves or operations as indicated above, the County shall retain the full amount of Payment. The Logging Firm acknowledges that the retention of Payment by the County under the circumstances above constitutes compensation for the cost of delay and administration an additional tender and is not a penalty.

Additional Damages in Event of Article 2 Breach

In addition to and without limiting any other provision of this Agreement, in the event that the Logging Firm fails to adhere to the requirements contained within the entirety of Article 2 (2.01-2.06) of this Agreement, the Logging Firm shall pay to the County the following additional amounts, which the Logging Firm acknowledges constitutes compensation for lost resources and/or services required to be engaged by the County to rectify the breach and does not constitute a penalty:

- a) the sum of \$500.00 for each unmarked tree which is cut down, destroyed or damaged by the Logging Firm, its employees or its subcontractors;
- b) the additional sum of \$2.00 for each piece of merchantable timber taken from an unmarked tree;
- c) the sum of \$50.00 for each lodged tree remaining on the Lands;
- d) the sum of \$10.00 for each high stump remaining on the Lands; and
- e) the sum of \$68.00.00 for each tree not felled which was marked for cutting.

1.09

Liability and Indemnification

The Logging Firm acknowledges and agrees that while it is present on the Lands and performing the Services, it will be the primary occupier of the Lands and that it shall prevent all unauthorized persons from coming onto the Lands and from being injured thereon. In addition, it acknowledges, as indicated in Section 1.06 that it shall be the owner of all cut timber once it is cut. The Parties acknowledge that despite of the County being the owner of the Lands, in no event shall the County be responsible for any liability arising out of or that is in any way related to:

- a) any bodily injury, death or property damage or any incidental, indirect, special or consequential damages to anyone for any claim, demand or action against the County, its Councillors, officers, employees, agents or consultants and/or against the Logging Firm, its employees and/or subcontractors which in any manner arises out of or are any manner related to:
 - i) this Agreement;
 - ii) the execution of Services by the Logging Firm its employees and/or subcontractors;
 - iii) damages incurred while the Logging Firm, its employees and/or subcontractors are providing the Services and are the primary occupiers of the Lands; and/or
 - iv) damages incurred as a result of the Logging Firm, its employees and/or subcontractors being in possession of timber.

Without limiting the foregoing, the Logging Firm hereby agrees to release, indemnify, defend and hold harmless the County and each of its Councillors, officers, and employees from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including, without limitation, legal expenses and for any and all liability for injuries to persons (including death) or damages to property, however caused, which in any manner arises out of or are any manner related to:

- i) this Agreement;
- ii) the execution of Services by the Logging Firm its employees and/or subcontractors;
- iii) damages incurred while the Logging Firm, its employees and/or subcontractors are providing the Services and are the primary occupiers of the Lands; and/or
- iv) damages incurred as a result of the Logging Firm, its employees and/or subcontractors being in possession of timber.

1.10 Liability Insurance

The Logging Firm, at all times while retained with respect to the Project, shall have in place, pay for and maintain:

- 1) a Commercial General Liability Insurance policy on an occurrence basis for an amount not less than Five Million dollars (\$5,000,000.00) which includes the County as additional insured with respect to the Logging Firm's operations, acts and omissions relating to its obligations pursuant to this Agreement, such policy to include non-owned licensed automobile liability, personal injury, property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. Such insurance coverage shall not be subject to a deductible limit in excess of two thousand dollars (\$2,000.00); and
- 2) Professional Errors and Omissions coverage for potential errors and omissions arising from the provision of the Services pursuant to this Agreement in an amount not less than Two Million dollars (\$2,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the County as additional insured. The policy providing such coverage is to be in force during the term of this Agreement and renewed for three (3) years after the termination of this Agreement. The post-termination insurance covenant shall survive the termination of this Agreement.

A certificate of insurance evidencing renewal of the coverage is to be provided each and every year. In the event the policy contains an Insured vs. Insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the policy is to be cancelled or non-renewed for any reason, ninety (90) days notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an Extending Reporting Endorsement be purchased by the Consultant as its sole expense; and

- 3) Automobile Liability coverage for all owned licenced motor vehicles subject to a limit not less than Five Million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The policy providing the above coverage shall include the County as additional insured and shall not be subject to a deductible in excess of two thousand dollars (\$2,000.00).

- 4) The insurance provided for above shall preclude subrogation claims by the insurer against anyone insured thereunder at any time requested by the County, the Logging Firm shall provide the County with proof of insurance. The Logging Firm shall not change, amend or cancel the above noted insurance policies in any manner, unless the County consents, in writing.

1.11 No Contracting other than with Listed Subcontractors

The Logging Firm and any person, firm or corporation associated with the Logging Firm, including but not limited to its subsidiaries, employees and subcontractors, shall not contract and/or tender any of the work of the Project to anyone other than the subcontractors specifically listed in its Tender Response Form as part of its Proposal (***Schedule "A"***) and the Logging Firm covenants that it shall obtain from its subcontractors agreements in writing between itself and all of its subcontractors confirming that its subcontractors will not subcontract any work on the Project unless consent is obtained from the County. The Logging Firm agrees to provide copies of the aforementioned agreements to the County upon request.

1.12 Assignment

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

1.13 Approval by Other Authorities

Where the work of the Logging Firm is subject to the approval or review of an authority, department of government or agency other than the County, such applications for approval or review are the full responsibility of the Logging Firm. When the Logging Firm obtains approval of an authority, department of government or agency other than the County, it will provide the County with a copy of such approval(s).

1.14 Tender/Project Coordinator and Inspection/Stoppage by County

The Tender/Project Coordinator for the County with respect to the Project shall be:

Mark Brown RPF
Woodlands Conservation Officer
County of Middlesex
399 Ridout Street North, London, ON N6A 2P1
(519)434-7321, ext. 2253, mbrown@middlesex.ca

The Tender/Project Coordinator or his/her official designate shall review/monitor all work required and shall have authority to stop any work contemplated whenever such stoppage, in his/her sole opinion, may be necessary to coordinate any of the work described in this Agreement or to ensure the proper execution of this Agreement.

The Tender/Project Coordinator or his/her designate has the right at all reasonable times to inspect or otherwise review the Services being performed and the Lands.

The Tender/Project Coordinator or his/her official designate shall have the authority to reject all work which in the sole opinion of the Tender/Project Coordinator or his/her official designate, does not conform to the requirements of this Agreement or in the sole opinion of the Tender/Project Coordinator is otherwise substandard, flawed or unsuitable for the County's purposes.

In the event that questions or a disputes arise with respect to execution of the Services or with respect to the interpretation of the requirements of this Agreement, the Tender/Project Coordinator or his/her official designate shall have the final authority to decide all such questions, the opinion of the Tender/Project Coordinator shall prevail, and his/her decision will be deemed final by the Parties.

1.15 **Dispute Resolution**

Subject to Section 1.14 of this Agreement, in the event of an unresolved dispute, all remedies available at law shall be available to the Parties.

1.16 **Time**

The Logging Firm shall perform the Services expeditiously to meet the requirements of the County and shall complete the Services by March 28, 2024, or such other date agreed to by the County in its sole discretion (through the Tender/Project Coordinator or his/her official designate), taking into consideration any reasonable delay due to weather.

ARTICLE 2 – THE SERVICES

All of Article 2 (2.01-2.06), make up the Services required to be performed by the Logging Firm.

2.01 **Cutting and Removal**

The Logging Firm shall cut down all marked sawlog and fuelwood trees and remove the merchantable material therefrom, as expressed in the RFT, which is attached hereto as ***Schedule "B"*** and forms a part of this Agreement.

In particular, the marked trees include the following numbers of particular species and estimated volume of merchantable material:

BAYNE TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine/Spruce	803	31 cm	690 M3
Total	803		690 M3
MCMASTER TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine/Spruce	821	30 cm	656 M3

Total	821		656 M3
Totals both Tracts	1624		1,346 M3

2.02 Marked Trees

The Logging Firm specifically agrees, subject only to section 2.03 of this Agreement, that it shall only cut and remove the marked sawlog and fuelwood trees as agreed to in section 2.01 of this Agreement. Trees marked for removal as potential sawlog material are marked by a Pink dot at eye level on both sides of the tree as well as with one Pink mark at the base. Trees marked for removal as fuelwood are marked by an orange slash at eye level on both sides of the tree.

2.03 Dead Trees

The parties agree that the Logging Firm may, at its discretion, remove dead trees if they possess a safety threat, however, such is a courtesy only and dead trees are not included in the tally of trees included in section 2.01 above. Dead trees are marked with a Pink 'X'.

2.04 Start Date, No Cutting Window and Completion Date

The Logging Firm agrees that it:

- 1) shall begin performance of the Services as soon as March, 28, 2023;
- 2) shall not engage in any cutting whatsoever between April 1st, 2023 and August 1st, 2023 ("No Cutting Window"), unless authorized by the County in writing;
- 3) shall complete the Services by March 28, 2024, subject only to extensions in time which may or may not be provided by the County in its sole discretion in consideration of delays due to weather.

2.05 Additional Specific Requirements

2.05.1 Prior to Commencement of Work

Prior to commencing any work on the Project, the Logging Firm shall:

- 1) agree with the Tender/Project Coordinator on the method of felling, forwarding and skidding;
- 2) allow all of its equipment to be inspected and approved by the County;
- 3) notify the County of any work on the Project, including the filing of any Intent to Harvest and/or the posting of any public notice sign (that the County will provide) on-site;

2.05.2 When Completing the Services

At all times when completing the Services, the Logging Firm shall:

- 1) perform the Services to the degree of care, skill and diligence of a professional logger/tree harvester and carry out operations in a workmanlike manner;
- 2) ensure that on hand there is one shovel and one axe for every two persons employed, as a precaution in the event of fire;
- 3) not cut any tree that is not one of the marked sawlog and fuelwood trees referred to in section 2.01 or is not a dead tree pursuant to section 2.03, without obtaining the prior consent of the Tender/Project Coordinator. In the event the Logging Firm does cut any tree that is not a marked sawlog or fuelwood tree that is not a dead tree, the Logging Firm confirms that such would be a breach of this Agreement;
- 4) be aware of and cause all of its employees, agents and/or subcontractors to be aware of all property boundaries marked on the Map, attached as **Schedule "C"**, which forms a part of this Agreement;
- 5) keep the gates on the Lands, if any, closed and locked at all times when entering onto the Lands and to prevent entry by unauthorized persons;
- 6) confirm with the County that all marked trees are able to be felled onto the Lands;
- 7) fell all trees onto the Lands and to not fell any tree or any part thereof onto property other than the Lands;
- 8) conduct careful logging practices which shall minimize damage to the residual stand and developing regeneration of trees;
- 9) fell lodged trees prior to non-lodged trees;
- 10) ensure that no marked trees felled remain lodged on the Lands;
- 11) cut all marked trees and slash all tree tops down to at least 1.7 metres above ground;
- 12) cut all marked trees so that the remaining stumps retain at least a portion of the butt mark and do not exceed 30 cm. in height;
- 13) use all skid trails and landing sites, which have been marked on the Lands and on the Map (*Schedule "C"*) and keep same clear of logging debris;
- 14) keep all roads, trails and water courses free of logging debris, garbage and litter;
- 15) maintain all trails in a manner acceptable to the Tender/Project Coordinator and his/her official designate;
- 16) ensure roads are passable at all times;

- 17) report to the Tender/Project Coordinator of his/her official designate the portion of the Services completed to date at any time requested by the Project Coordinator or his/her official designate;
- 18) ensure that smoking occurs only in designated areas and where fire hazard conditions would not make timber harvesting dangerous;
- 19) in the event of fire, immediately notify the closest fire department and take all reasonable steps to control and extinguish the fire without placing its employees and/or subcontractors in undue danger;
- 20) cease operations if weather conditions are likely to lead to excess damage and/or if rutting is excessive;
- 21) cease operations immediately and for the period specified by the Project Manager and his/her designate in the event the County for any reason notifies the Logging Firm to suspend its operations; and
- 22) cease all operations on March 28, 2024, unless the work period for the Project is extended in writing by the County.

2.06 Worker Safety and Worker Insurance

Without limiting section 1.5(c)(ii), when performing the Services, the Logging Firm shall:

- 1) only use employees and/or subcontractors who:
 - a. are qualified in cutter-skidder operator competency-based training standards;
 - b. are aware of all hazardous substances that may be in use at the place of work; and
 - c. who are required at all times when performing the Services to wear all appropriate personal protective equipment;
- 2) maintain and enforce a consistently high level of health and safety health and safety management systems;
- 3) where the provisions of Ontario's *Occupational Health and Safety Act* ("OHSA") apply to the Services to be provided by the Logging Firm, assume all of the responsibilities and obligations imposed upon a "constructor" and/or "employer" under OHSA;
- 4) carry out its work and ensure that its subcontractors carry out all work in a manner that is in conformity with OHSA;
- 5) ensure that all of its employees, subcontractors and subcontractors' employees are instructed as to their requirements under OHSA;
- 6) be fully responsible for any health and safety violation which may occur in relation to the provision of the Services; and

- 7) in the event the County or any of its Councillors, officers or employees are made a party to any charge under the *OHS*A in relation to any *OHS*A violation arising out of the Logging Firm's or a subcontractor's performance of the Services pursuant to this Agreement, the Logging Firm agrees that it shall indemnify and save harmless the County and all of its Councillors, officers or employees from any and all charges, fines, penalties, and costs that may be incurred by the County, its Councillors, officers or employees.
- 8) at any time at the request of the County, submit proof of fulfilment of all the covenants in 2.06(1, 2, 4 and 5) above;
- 9) possess and be able to produce at the request of the County a satisfactory certificate from the Workplace Safety Insurance Board ("WSIB") confirming that all assessments or compensation payable to the WSIB have been paid and that its workers and the workers of all subcontractors have WSIB coverage; and
- 10) pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission with respect to its performance of the Services pursuant to this Agreement and the Logging Firm does hereby acknowledge that any unpaid assessments or levies shall be the sole responsibility of the Logging Firm.

ARTICLE 3 – GENERAL PROVISIONS

3.01 Notices

All notices under this Agreement shall be in writing and may be delivered:

- a) personally or by courier;
- b) by prepaid registered mail; or
- c) by facsimile; or
- d) by e-mail or equivalent electronic means of transmission, if a hard copy of the notice is delivered by one of the three methods of delivery referred to in section 3.01(a-c) above.

Any notice shall be delivered to the persons and addresses as follows:

Townsend Lumber Inc.	The Corporation of the County of Middlesex Planning Department
1300 Jackson Side Road,	399 Ridout Street North
Tillsonburg, Ontario N4G 4G7	London, ON N6A 2P1
Attn: Mike Penner Forestry Representative	Attn: Mark Brown RPF Woodlands Conservation Officer, Tender/Project Coordinator
Phone: 519 842 7381 Cell: 519 688 1426	Phone: 519-434-7321 ext. 2253 Cell: 519 719 8147
Fax No: 519 842 6422	Fax No: 519-434-0638
Email: mpenner@townsendlumber.com	Email: mbrown@middlesex.ca

Any notice delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a business day (business day meaning any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario) then the notice will be deemed to have been given or made and received on the next business day. Any notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 4pm (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

3.02 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.

The County's rights pursuant to this Agreement shall not in any manner be prejudiced, even if the County has overlooked or condoned any non-compliance with the terms and conditions of this Agreement by the Logging Firm. No failure on the part of the County 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 right provided for herein by either party shall preclude any other or further exercise of such right or the exercise of any other right.

3.03 Entire Agreement, Modifications, Severability

This Agreement includes the provisions of this Agreement, the Logging Firm's Proposal for Services ("the Proposal"), attached as *Schedule "A"*, the Request for Proposal W2023B ("the RFT"), attached as *Schedule "B"*, and a map of the Lands, Trails and Landing Sites ("the Map"), attached as *Schedule "C"*, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its schedules, the provisions of this Agreement shall prevail.

The Parties acknowledge that this Agreement, including its schedules, constitute the entire Agreement between the Parties with respect to provision of the Services by the Logging Firm and when read together (this Agreement taking precedence in the event of conflict with its schedules), supersede(s) all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to the Services. This Agreement may not be modified except in writing signed by the Parties. In the event any element of this Agreement is later held to violate the law or regulation, that element alone shall be deemed void and all remaining provisions of this Agreement shall remain and continue in force.

3.04 Voluntary Enforceable Agreement

The Parties warrant that this Agreement is voluntary, that neither party is under any legal disability and that each party has had an opportunity to seek the advice of legal counsel with respect to this Agreement.

The Logging Firm agrees that the County has the legal right and ability to enforce the said provisions of this Agreement hereunder as against it to the extent of its obligations as established herein and that it is estopped from pleading or asserting otherwise in any action or proceeding.

3.05 Counterparts

This Agreement may be executed by the parties in separate counterparts, each of which is, once so executed and delivered, shall be an original, but all such counterparts held together constitute one and the same instrument.

3.06 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.

[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have affixed their respective seals over the hands of their respective proper officers duly authorized in that behalf on this ____ day of _____, 2023:

**THE CORPORATION OF THE
COUNTY OF MIDDLESEX**

Per: _____
Cathy Burghardt-Jesson, Warden

Per: _____
Marci Ivanic, Clerk

We have authority to bind the Corporation

Address for Service: 339 Ridout Street North, London Ontario N6A 2P1

Townsend Lumber Inc.

In the presence of:

Per: _____
Name: _____
Title: _____

Signature: _____
Name: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

Address for Service: 1300 Jackson Side Road, Tillsonburg, Ontario, N4G 4G7

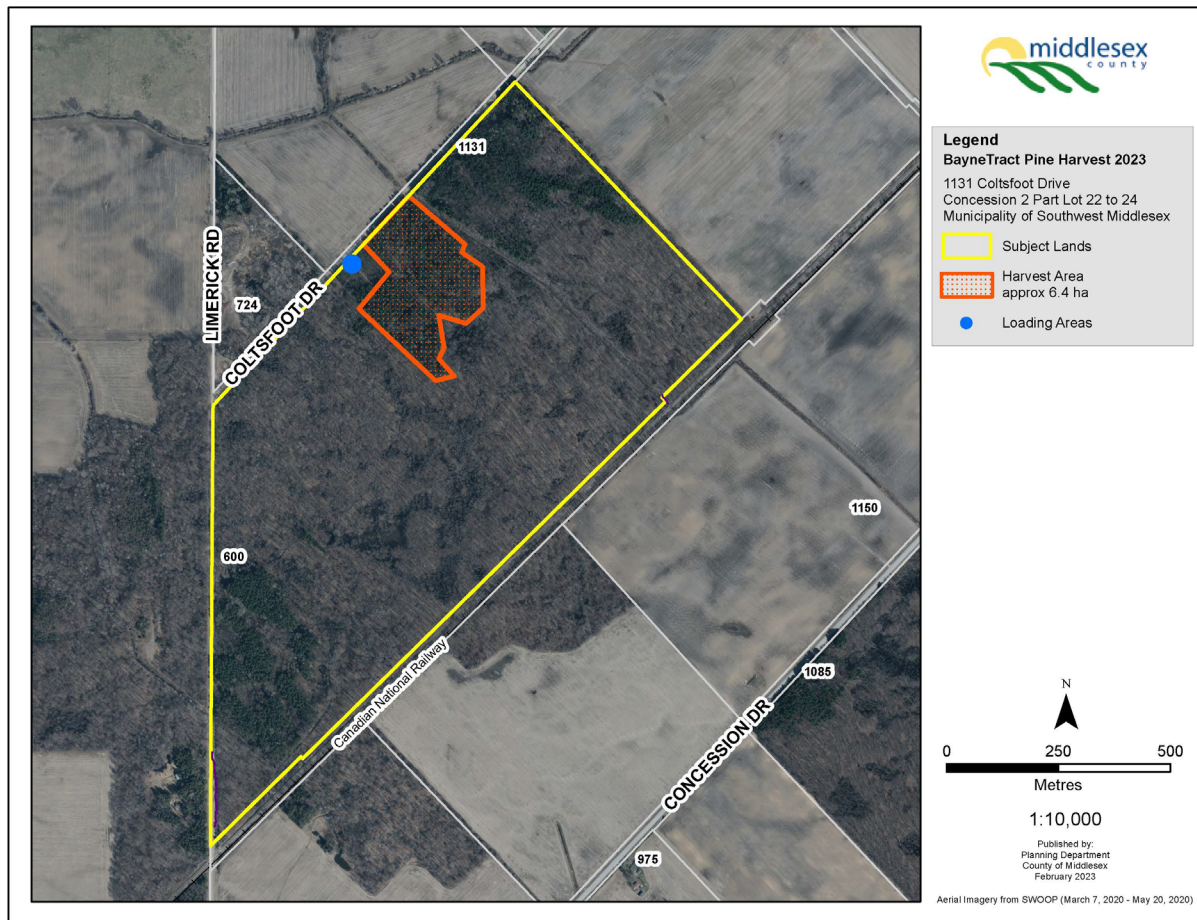
Schedule “A” – Logging Firm Proposal

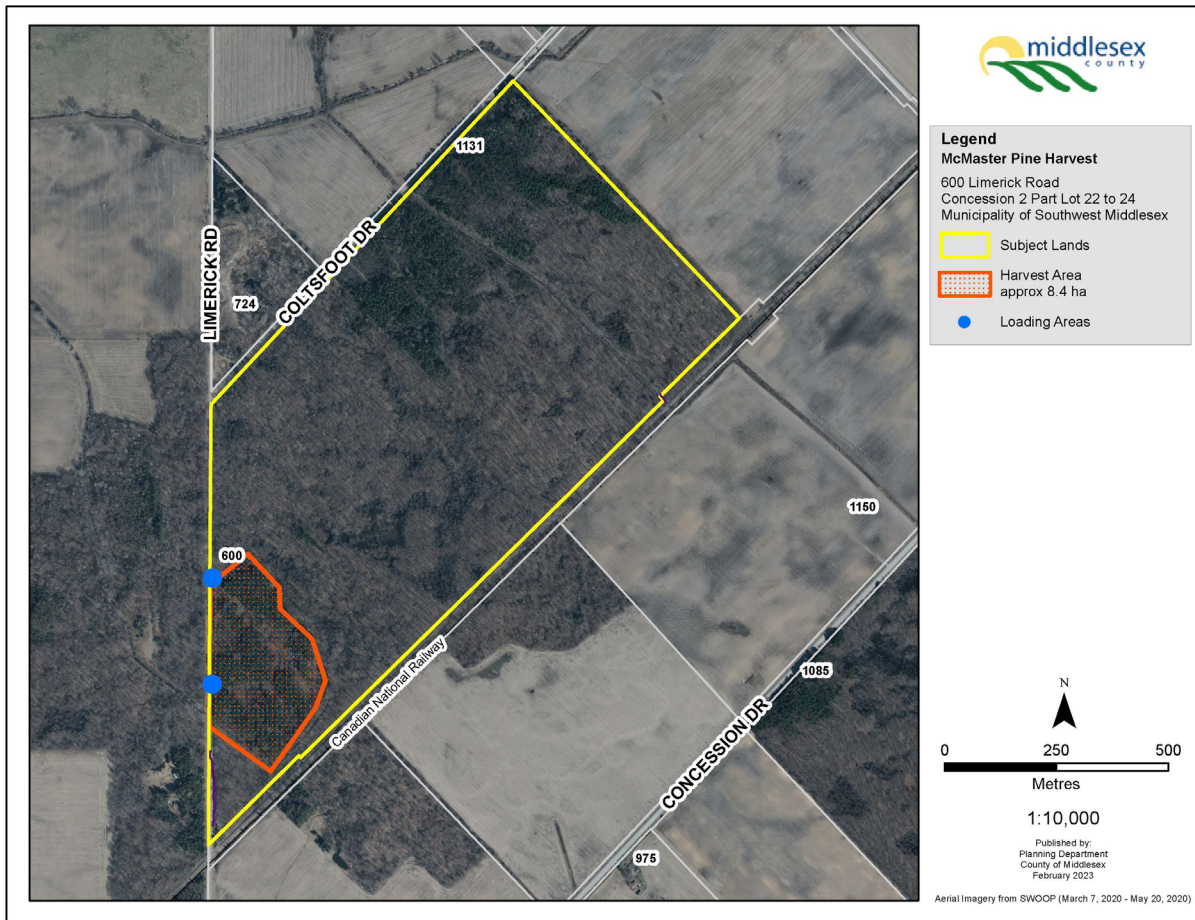
(To be inserted in final document)

Schedule “B” – Request for Tender W2023B

(To be inserted in final document)

Schedule “C” – Map of the Lands, Trails and Landing Sites





DRAFT FORM OF P

Meeting Date: March 28, 2023
Submitted by: Cindy Howard, General Manager of Finance and Community Services, County Treasurer, Deputy CAO
SUBJECT: 2023 TAX RATIOS

BACKGROUND:

Responsibility for establishing tax ratios rests with upper-tier and single tier municipalities. Tax ratios govern the tax rate of each property class in relation to the tax rate for the residential property class. The municipal tax burden is apportioned among and shared by each property class based on the municipality's tax ratios. By changing tax ratios, the municipality can influence how much of the tax burdened shouldered by each class.

Tax ratio changes approved by Council only affect the distribution of municipal levy; tax rates for education purposes, which are annually regulated by the Province, are not subject to municipal tax ratio decisions.

Approved tax ratio decreases for any one class of property may result in additional requests for preferential tax ratio treatment from other classes of ratepayers.

The Municipal Property Assessment Corporation (MPAC) is responsible for the valuation of all property in the Province of Ontario. Current Value Assessment (CVA) is based on the market value of property at a fixed point in time, which is defined as the valuation date. Market value is determined as the amount an arm's length transaction (between a willing buyer and a willing seller) would produce for a property, as of the valuation date.

The County in pursuant to the Municipal Act 2001, has a by-law in place to provide tax assistance to certain elderly and disabled residents who are owners of real property (section 319) and by-law for a tax rebate program for eligible charities (section 361(4)1).

Consistent with previous years, Municipal Tax Equity (MTE) Consultants Inc. completed a detailed review of the County’s current tax policies. This report and existing tax policies and recommendations for 2023 were discussed with local tier Treasurers.

ANALYSIS:

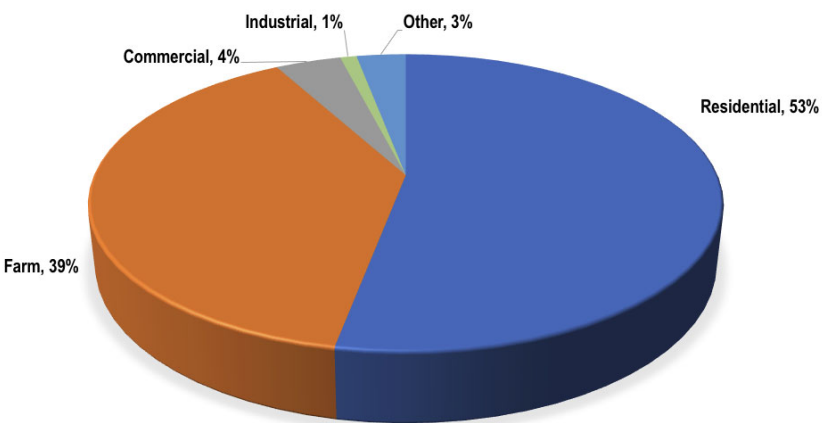
Section One - Assessment and Revenue Growth:

While 2021 should have been the first year of a new reassessment cycle, with all destination (Full CVA) values being updated to reflect January 1, 2020 market conditions, the Province put a pause on reassessment in the spring of 2020. This decision was made as part of a host of early measure in response to the ongoing public health crisis stemming from COVID-19. There has never been a year since 2008 where municipalities did not experience some impacts resulting from market value changes.

The assessed value of property can and does change for a number of reasons; for the purposes of the property tax system in Ontario, all valuation changes must be consider in one of only two categories: Real Growth in the Tax Base and market Value Updates (reassessment). Growth (positive or negative) reflects the value increase or decrease associated with a change to a property’s state, use or condition. Reassessment change is simply a matter of revaluating what a property’s market value would be at one point in time (2016) versus an earlier point in time (2012) in the absence of any other changes.

While assessment growth and loss will have actual material impacts on the municipal revenue stream, reassessment changes do not.

The County continues to be heavily weighted in the residential classes. The chart below illustrates the mix of assessment for 2023 by main tax classes.



Maintaining tax ratios at the 2022 level keeps the share of the tax burden borne by each property class consistent.

Tax Levy Comparisons

The following table outlines the County's general tax levy from 2019 to 2022 and how it is shared among the property classes. The levy distributions among classes except for farm have remained fairly flat over the last few years. The farm class increased over the four year phase-in assessment cycle, but now that the full CVA is in effect for 2020 and 2021 the distribution is decreasing in 2022 and 2023.

Table 1 - County General Levy Distribution for Years 2019 to 2022

Property Tax Class	2019		2020		2021		2022	
	\$	%	\$	%	\$	%	\$	%
Residential	29,983,499	72.35%	32,156,492	72.05%	33,160,685	72.13%	34,249,208	72.50%
Farmland Awaiting Development	16,765	0.04%	17,324	0.04%	13,089	0.03%	10,668	0.02%
Farm	5,715,668	13.79%	6,371,613	14.28%	6,580,407	14.31%	6,576,144	13.92%
Managed Forests	17,818	0.04%	19,552	0.04%	21,183	0.05%	21,613	0.05%
Pipelines	1,214,776	2.93%	1,268,209	2.84%	1,299,251	2.83%	1,302,610	2.76%
New Multi - residential	14,855	0.04%	15,751	0.04%	26,493	0.06%	91,397	0.19%
Multi - residential	718,167	1.73%	796,152	1.78%	791,160	1.72%	793,421	1.68%
Commercial Occupied	2,490,705	6.01%	2,654,367	5.95%	2,736,906	5.95%	2,792,158	5.91%
Commercial Vacant Land	67,672	0.16%	77,588	0.17%	75,578	0.16%	77,756	0.16%
Industrial Occupied	1,153,326	2.78%	1,194,387	2.68%	1,210,392	2.63%	1,268,023	2.68%
Industrial Vacant Land	44,932	0.11%	51,728	0.12%	55,182	0.12%	54,228	0.11%
Landfill	6,150	0.01%	7,208	0.02%	5,616	0.01%	5,616	0.01%
Total	41,444,333	100.00%	44,630,371	100.00%	45,975,942	100.00%	47,242,842	100.00%

Revenue Growth Summary for Years 2018 to 2022 (rounded)

2018	2019	2020	2021	2022
\$1,075,847	\$1,245,914	\$577,049	\$1,266,900	\$1,212,342

The County's assessment and revenue growth has slowed in 2022 with the general levy revenue growth at 2.5% compared to last year's growth of 2.76%.

This is in part driven by efforts to update/correct the assessment roll throughout the year. This may also be impacted by the new Assessment Review Board (ARB) rules and scheduling protocols, which are putting appeal matters off further into the assessment cycle than in the past.

In 2021, MTE was hired to conduct an assessment audit that included the County and local municipalities and provided a number of inquiries or request to review to MPAC in 2021. The primary objective of the audit was to enhance the ability of the County and its local area municipalities to access all of the tax revenue to which they are entitled.

Historic Growth Patterns

Table 2 provides a comparison between the full CVA growth realized during 2020, to the current year's final growth figures.

Table 3 compares the municipality's assessment base as it was at the beginning of the current assessment cycle, Roll Return for 2017.

Table 2 - Year-To-Year Revenue Growth Comparison

Realty Tax Class	2020 In-Year		2021 In-Year		2022 In-Year	
Residential	\$445,426	1.38%	\$1,085,885	3.27%	\$1,104,991	3.23%
Farm	\$98,821	1.55%	-\$4,263	-0.06%	\$13,272	0.20%
Managed Forest	\$1,279	6.54%	\$428	2.03%	\$988	4.57%
New Multi-Residential	\$10,299	65.39%	\$64,904	244.99%	\$13,202	14.45%
Multi-Residential	-\$18,219	-2.29%	\$2,259	0.29%	\$1,283	0.16%
Commercial	\$26,562	1.02%	\$53,219	1.98%	\$72,173	2.64%
Industrial	-\$1,176	-0.10%	\$57,787	4.70%	\$607	0.05%
Pipeline	\$9,323	0.74%	\$3,359	0.26%	\$2,508	0.19%
Payment in Lieu	\$4,734		\$3,312		\$3,318	
Total	\$577,049	1.29%	\$1,266,890	2.76%	\$1,212,342	2.57%

Table 3 – Cumulative Assessment Growth Roll Return 2017 to Roll Return 2023

Current Value Assessment (January 1, 2016 Valuation Date)				
Realty Tax Class	Roll Return 2017	Roll Return 2023	Cumulative Growth	
Residential	7,526,182,904	8,888,799,778	1,362,616,874	18.11%
Farm	6,598,579,400	6,624,626,183	26,046,783	0.39%
Managed Forest	18,634,926	22,725,600	4,090,674	21.95%
New Multi-Residential	0	26,295,000	26,295,000	100.00%
Multi-Residential	96,391,600	112,888,100	16,496,500	17.11%
Commercial	519,904,100	624,694,470	104,790,370	20.16%
Industrial	173,690,300	188,761,769	15,071,469	8.68%
Pipeline	304,454,000	310,839,000	6,385,000	2.10%
Payment in Lieu	39,091,900	40,439,200	1,347,300	3.45%
Total	15,276,929,130	16,840,069,100	1,563,139,970	10.23%

Section Two - Setting Tax Ratios:

County Council must pass a by-law each year to set the property class tax ratios. The tax ratio for the residential class is legislated at 1.0, while the farm and managed forest classes have a prescribed tax ratio of 0.25. Municipalities do have the flexibility to set a tax ratio for the farm class that is below 0.25, however, this reduction would only apply

to the municipal portion of the property tax bill. In setting tax ratios for all other property classes, municipalities must do so within the guidelines prescribed by the Province.

When setting Tax Ratios, consideration should be given to neighbouring and comparator municipalities to determine if adjustments are warranted. Tax ratios distribute the tax burden between property classes.

In setting tax ratios for all other property classes, municipalities must do so within the guidelines prescribed by the Province. Council may choose to adopt:

1. Either the current tax ratio for any class (2022 adopted or 2023 starting ratio where levy restriction and/or optional classes applied in 2022), or
2. Establish a new tax ratio for the year that is closer to or within the Range of Fairness, as shown in Table 4 below.

Table 4 - Tax Ratio Summary

Realty Tax Class	2022 Ratios	2023 Start Ratios	Range of Fairness		Threshold Ratios	
			Lower Limit	Upper Limit	Threshold	Subject to Levy Restrictions
Residential	1.000000	1.000000	1.00	1.00	-	N/A
Farm	0.250000	0.250000	0.00	0.25	-	N/A
Managed Forest	0.250000	0.250000	0.25	0.25	-	N/A
New Multi-Residential	1.000000	1.000000	1.00	1.10	-	N/A
Multi-Residential	1.769700	1.769700	1.00	1.10	2.00	No
Commercial	1.144900	1.144900	0.60	1.10	1.98	No
Industrial	1.745100	1.745100	0.60	1.10	2.63	No
Landfill	1.100000	1.100000	0.60	1.10	25.00	No
Pipeline	1.055500	1.055500	0.60	0.70	-	N/A

The County of Middlesex is not subject to levy restrictions in any class.

Section Three - Tax Tools:

The Province establishes tax tools from time to time. These tax tools are reviewed and considered when setting the tax policy each year.

Tax Ratios

Prior to 2017, the Tax Ratios for the County of Middlesex had not changed since 2000.

Regulatory changes under the Assessments Act effective January 1, 2017 established a new landfill property class and prescribed the assessment methodology used to value landfills for property tax purposes. In 2017 County Council approved the new landfill property tax ratio of 1.100000.

As part of the 2017 Ontario Economic Outlook and Fiscal Review (fall Budget), The Ministry of Finance announced that new property sub-classes would be introduced to facilitate special treatment of commercial and industrial improvement on farm properties. These new sub-classes are optional for municipal purposes and only a small number of properties have been deemed eligible in Middlesex. These new subclasses were not introduced. However, a new mandated multi-residential default ratio for the class was set to 1.000000.

Optional Small Business Class

Ontario municipalities and business stakeholders have shared concerns about the property tax burden faced by small businesses. Some municipalities have requested additional property tax tools that would target tax relief to small businesses and increase business competitiveness.

The Province is providing municipalities with the flexibility to target property tax relief to small businesses, in a way that reflects their local circumstances. Beginning in 2021, municipalities will be able to adopt a new optional property subclass for small business properties. The Province is currently in consultation with municipalities to identify the mechanics of the new class and determine what guidelines will be set out in regulation to assist municipalities in adopting this new subclass.

While the provincial budget enables property tax relief for small business, the province does not fund the relief. Any reduction to taxes for small business would be funded through a redistribution of property taxes onto other classes of property including other business properties.

Unlike other tax tools, this subclass come with significant design, implementation and ongoing administrative burdens. For example, it will be the responsibility of each municipality to decide what small business looks like locally. It will cost municipalities time and resources to establish and maintain a small business subclass.

To date, the Cities of Toronto and Ottawa have implemented a small business property subclass.

The local Treasurers discussed this Optional Small Business Property Tax Subclass in 2021, 2022 and 2023 and do not recommend implementation.

Small-Scale On-Farm Business Subclass

On May 3, 2018, the Government of Ontario established two new optional subclasses for small-scale on-farm businesses to promote and support local farms across Ontario. The commercial and industrial subclasses were created to provide a tax rate that is 75% lower than the commercial and industrial tax rates that would otherwise apply. The first \$50,000 attributed to the value of your commercial or industrial operation will qualify for a 75% reduction off the commercial or industrial tax rate. However, if the value of the commercial or industrial operation is equal to or greater than \$1 million, the property will not qualify.

The 2021 Provincial Fall Economic Statement included changes to this option subclass program. The assessment threshold was increased from \$50,000 to \$100,000.

Regardless if the municipality opts to have the small-scale on-farm business subclasses apply, these properties will see financial relief due to the fact the province applies a reduced business education tax rate to these eligible properties.

Administration in consultation with local Municipal Treasurers recommended not implementing this Optional Small Business Property Tax Subclass in previous years and does not recommend it in 2023. This benefit would only benefit a very small group of properties. Adding this optional subclass adds complexity to the taxation system, division among properties in the farm class and additional work at the local level.

FINANCIAL IMPACT:

The information in this report has no impact on the County's budget.

Tax policy decisions will reflect how the County and local Municipalities' tax levies will be distributed among the various property tax classes and typical properties based on 2023 property assessment values provided by MPAC.

RECOMMENDATION:

That the 2023 Tax Ratios for the County of Middlesex remain the same as 2022, and that the Tax Ratio By-law be forwarded to County Council for approval.

Property Class	Tax Ratio
Residential/Farm	1.0000
New Multi Residential	1.0000
Multi Residential	1.7697
Farmlands	0.2500
Commercial	1.1449
Industrial	1.7451
Pipelines	1.0555
Managed Forests	0.2500
Landfill	1.1000

Schedule "A"

TAXATION YEAR 2023

County of Middlesex Calculation of 2023 Tax Rates

A = 0.00431244

Property Class	1 Total CVA & PIL's	Tax Ratio	3 Discount (in brackets)	2022 W.A	4 2023 W.A (col. 1 x 2 x 3)	% inc. W.A.	5 2023 Tax Rates (col. 2 x 3 x A)	6 2023 Levy (col. 5 x 1)	7 % by property class
Residential	8,888,662,978	1.000000	1.00	8,609,838,791	8,888,662,978	3.2	0.00431244	38,331,827.00	72.97
FAD (C,I,M,R)	2,522,800	1.000000	(35%) 0.65	2,681,770	1,639,820	-38.9	0.00280309	7,072.00	0.01
Farm	6,625,992,783	0.250000	1.00	1,653,161,528	1,656,498,196	0.2	0.00107811	7,143,549.00	13.60
Managed Forests	22,725,600	0.250000	1.00	5,433,125	5,681,400	4.6	0.00107811	24,501.00	0.05
Pipelines	310,839,000	1.055500	1.00	327,460,431	328,090,565	0.2	0.00455178	1,414,871.00	2.69
New Multi - residential	26,295,000	1.000000	1.00	22,976,000	26,295,000	14.4	0.00431244	113,396.00	0.22
Multi - residential	112,888,100	1.769700	1.00	199,455,985	199,778,071	0.2	0.00763173	861,531.00	1.64
Commercial Occupied	629,046,920	1.144900	1.00	701,914,139	720,195,819	2.6	0.00493731	3,105,800.00	5.91
Commercial Vacant Land	25,257,750	1.144900	(30%) 0.70	19,546,838	20,242,319	3.6	0.00345612	87,294.00	0.17
Industrial Occupied	183,146,854	1.745100	1.00	318,765,294	319,609,575	0.3	0.00752564	1,378,297.00	2.62
Industrial Vacant Land	11,407,915	1.745100	(35%) 0.65	13,632,198	12,940,169	-5.1	0.00489167	55,804.00	0.11
Landfill	1,283,400	1.100000	1.00	1,411,740	1,411,740	-	0.00474368	6,088.00	0.01
Totals	16,840,069,100			11,876,277,839	12,181,045,650	2.6		52,530,030.00	100.00

CVA = current value assessment

Note: numbers may vary due to rounding

PIL's = payments in lieu of taxes

FAD = farmland awaiting development

W.A. = weighted assessment

Calculation of 2023 Residential Tax Rate

2022 County Levy	47,242,842				
	1,212,342				
	48,455,184				
2023 County Levy	52,530,030	=	2022 residential tax rate	0.00397792	
divide by weighted assessment	12,181,045,650		2023 residential tax rate	0.00431244	= A

assessment data: source MPAC Control Totals

			2022 Tax Rate		2023 Tax Rate	inc. \$	inc. %
			0.00397792		0.00431244		8.41
Residential taxes per	\$	100,000	\$	397.79	\$	431.24	\$ 33.45
	\$	150,000	\$	596.69	\$	646.87	\$ 50.18

Schedule "B"
County of Middlesex
Payment Schedule - 2023 County Levy

Municipality	1 2023 County Levy	2 March 31 25% of 2022 Levy	3 June 30 50% of 2023 Levy less column 2	4 September 30 25% of 2023 Levy	5 December 15 Balance
Adelaide Metcalfe	2,767,251	603,935	\$ 779,690	\$ 691,813	\$ 691,813
Lucan Biddulph	3,427,813	751,797	\$ 962,110	\$ 856,953	\$ 856,953
Middlesex Centre	15,220,054	3,273,347	\$ 4,336,679	\$ 3,805,014	\$ 3,805,014
Newbury	154,877	34,028	\$ 43,411	\$ 38,719	\$ 38,719
North Middlesex	4,515,484	1,015,194	\$ 1,242,548	\$ 1,128,871	\$ 1,128,871
Southwest Middlesex	3,077,280	689,804	\$ 848,836	\$ 769,320	\$ 769,320
Strathroy Caradoc	12,784,570	2,792,520	\$ 3,599,765	\$ 3,196,143	\$ 3,196,142
Thames Centre	10,582,701	2,333,361	\$ 2,957,989	\$ 2,645,675	\$ 2,645,676
Totals	52,530,030	\$ 11,493,986	\$ 14,771,028	\$ 13,132,508	\$ 13,132,508

Note: numbers may vary due to rounding



Ontario's Property Experts



5.5

MILLION

MPAC's database hosts information for over 5.5 million properties across Ontario.

37

BILLION

There was more than \$37 billion of new assessment captured in 2022.

3

TRILLION

Ontario's total property value exceeds \$3 trillion.



Ontario Government

Establishes the province's assessment and taxation laws, sets the valuation date and determines education tax rates.



MPAC

Calculates, captures and distributes assessments for all properties and buildings across Ontario.



Municipalities

Determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.



Property Owners

Pay property taxes for community services and education taxes to help fund elementary and secondary schools in Ontario.

Maintaining Ontario's Property Database



Provincial, Municipal and
Property Owner Support
& Guidance



New Assessment
Forecasting & Market
Analysis/Trends



Municipal Financial
Planning & Insights



Vacancy and Tax
Applications for
Commercial, Business
& Residential



Requests for
Reconsideration &
Appeal Processing



Processing Severances
and Consolidations



Assessment Update

Property values for the **2022 and 2023 Tax Years** continue to be based on a **January 1, 2016 valuation date.**



Let's Talk **Property Taxes**

Each year, **municipalities** decide how much money they need to raise from property taxes **to pay for services** and **determine tax rates** based on that amount.



Your property's assessed value, provided by MPAC.



Municipal and education tax rates* for your property type.



Property taxes you pay.

*Education tax rates are set by the provincial government

Ready with Resources for You



MYTH	FACT
My property value has doubled.	There is no 1:1 relationship between the change in your assessed value and change in taxation.
My property taxes will double.	

The MYTH column contains two statements, each followed by a red 'X' icon. The FACT column contains one statement, followed by a green checkmark icon.





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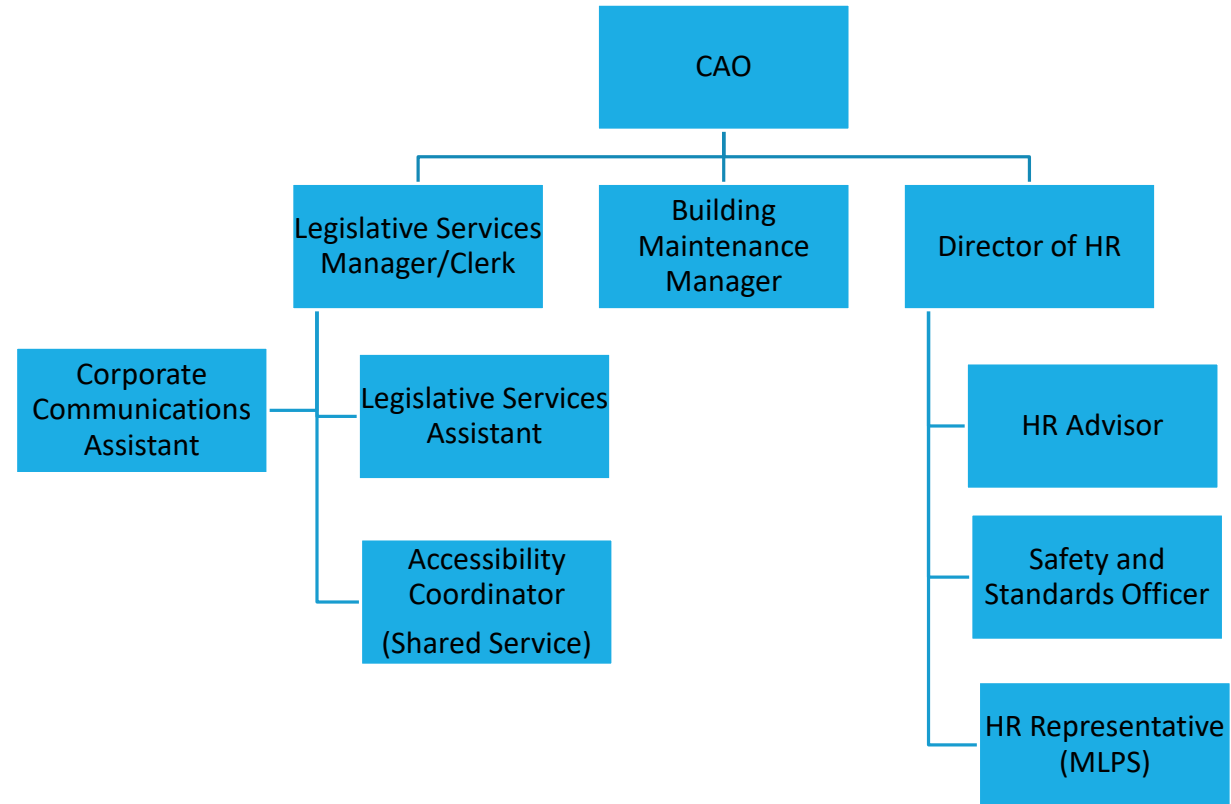
Middlesex County Organizational Structure

COUNTY COUNCIL MEETING MARCH 28, 2023

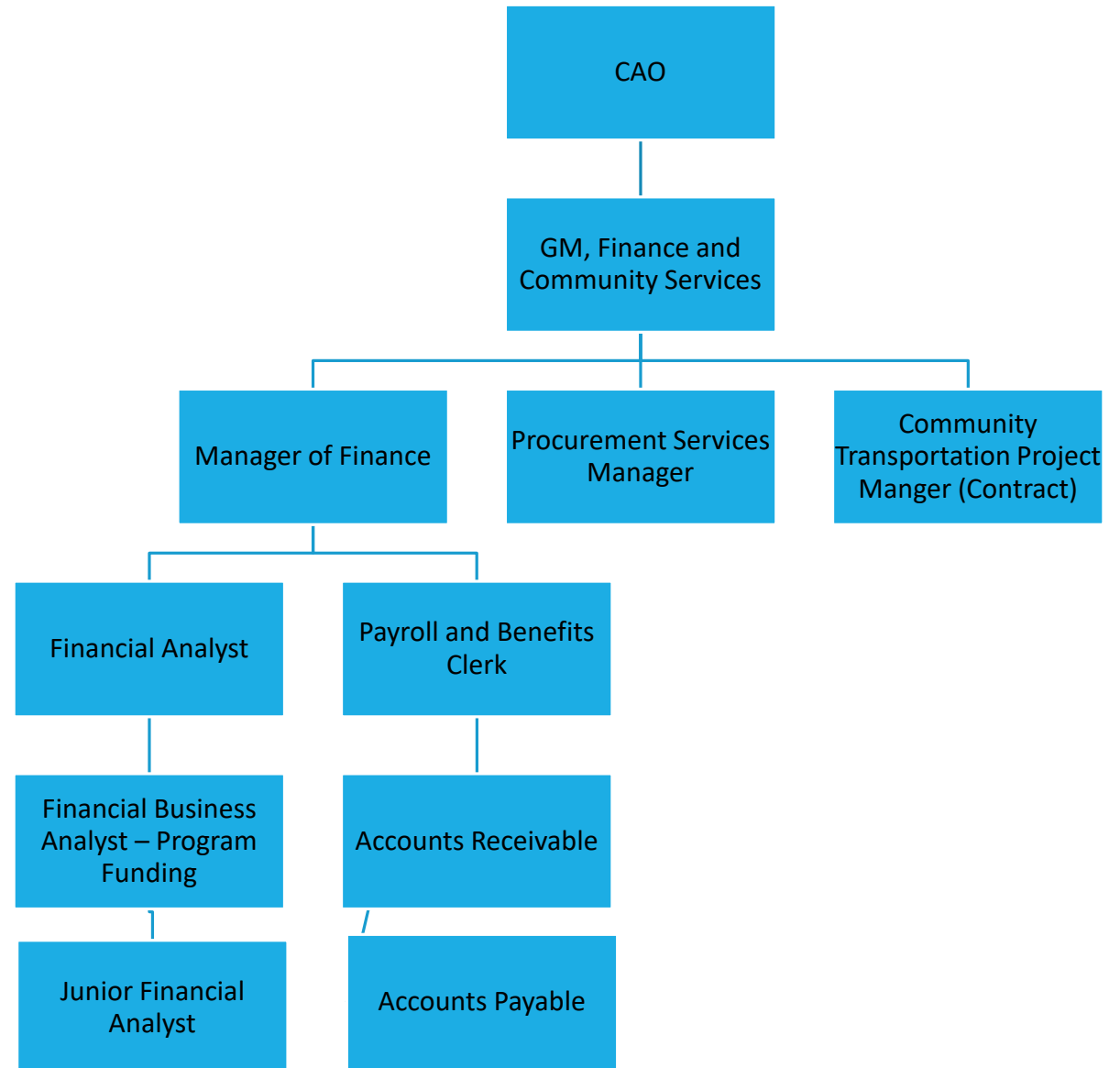
BILL RAYBURN, CAO

JESSICA NGAI, DIRECTOR OF HR

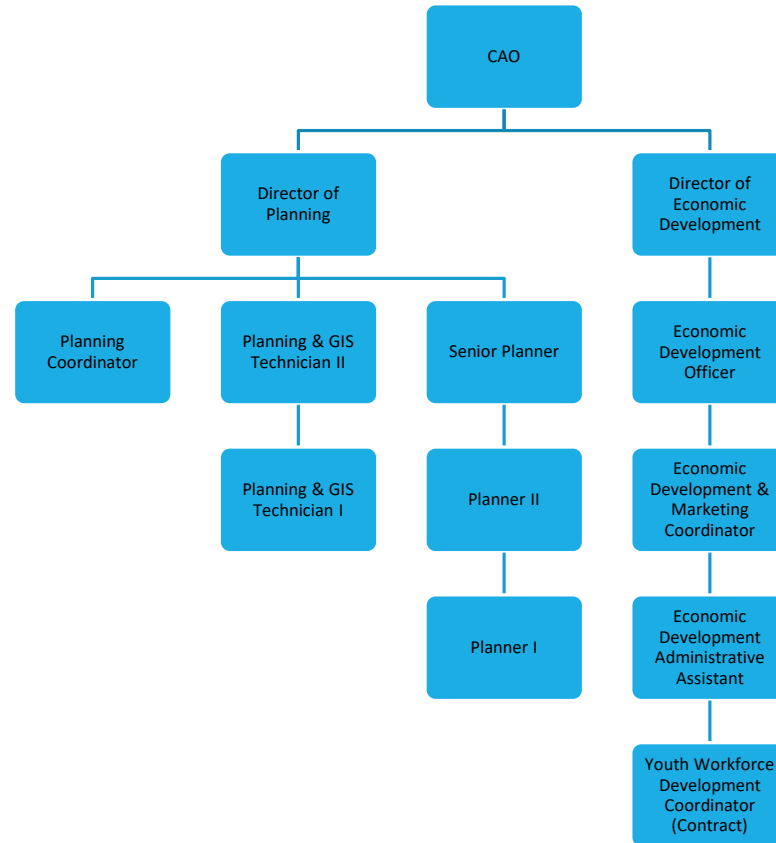
County Administration and Human Resources



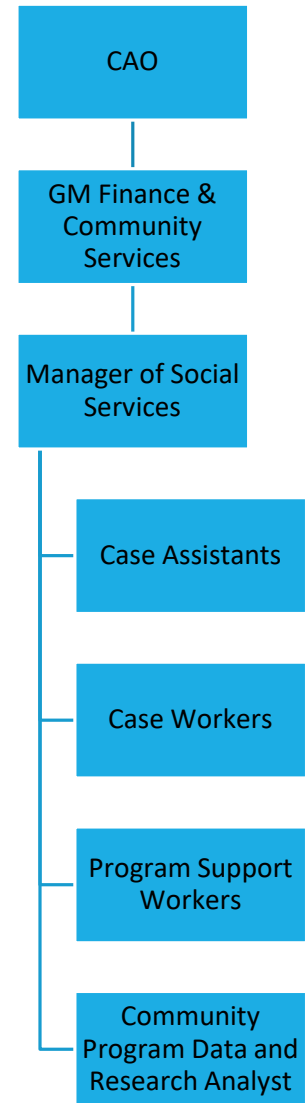
Finance



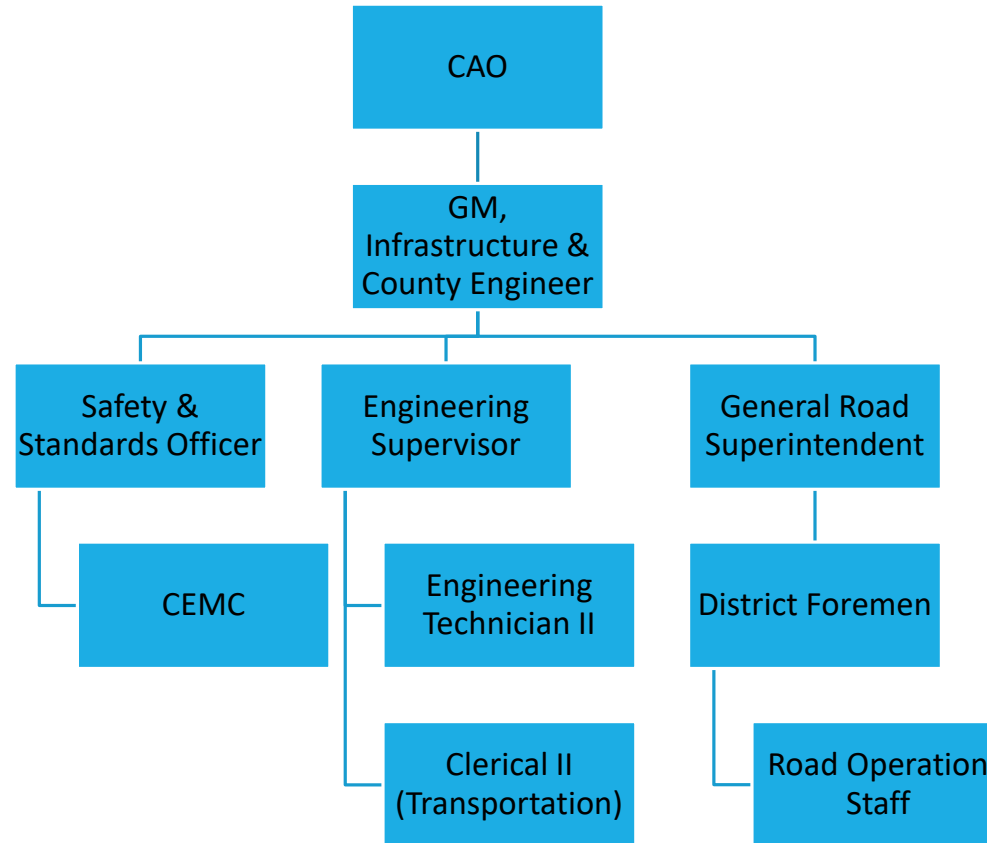
Planning and Economic Development



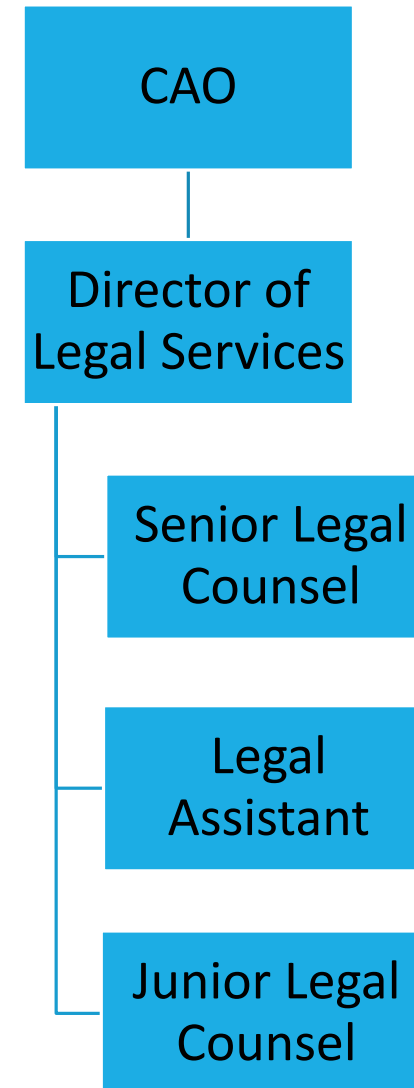
Community Services (Social Services)



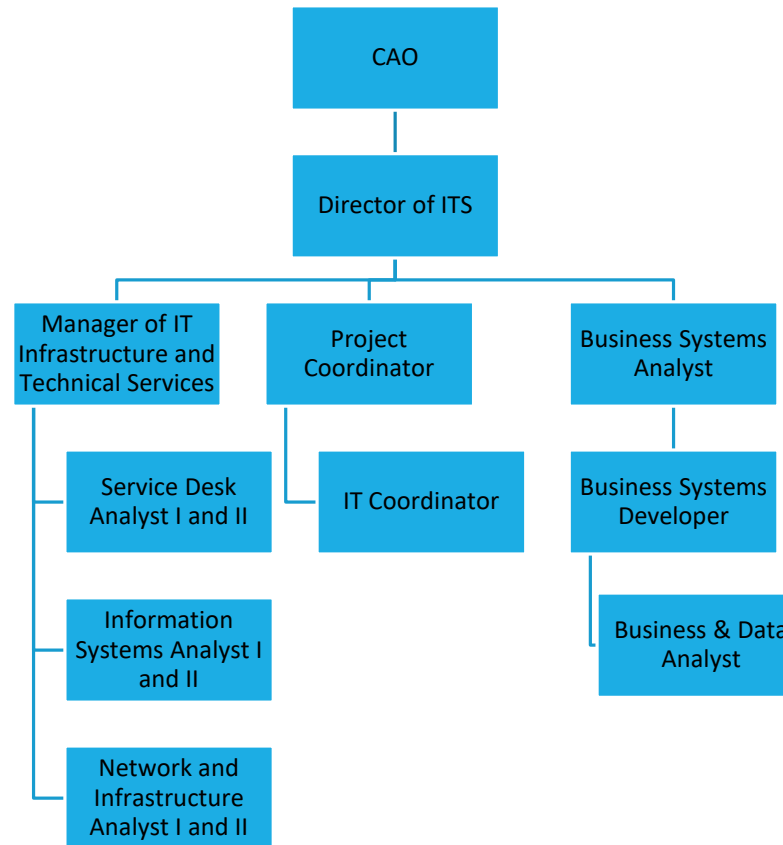
Engineering & Transportation



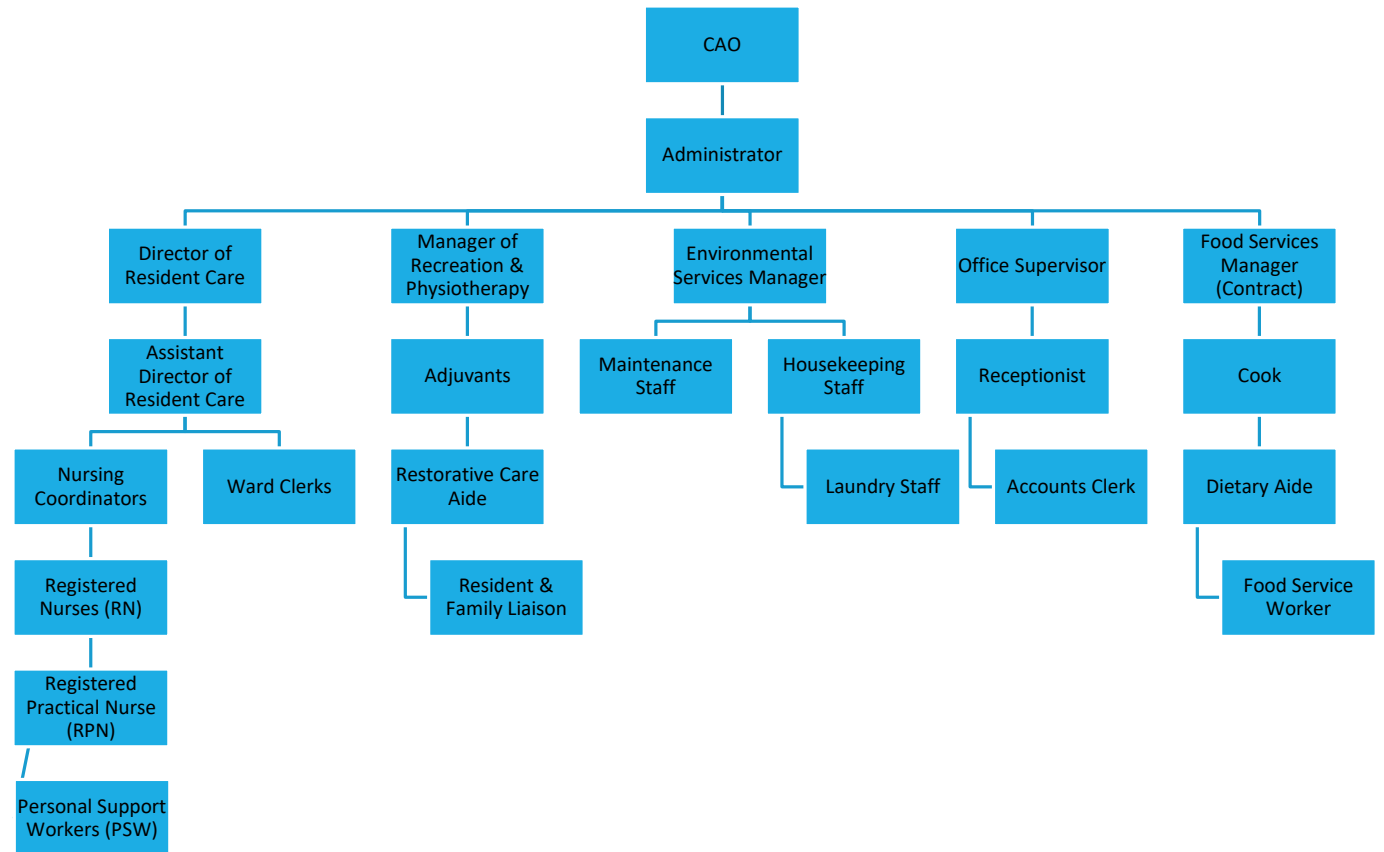
Legal Services



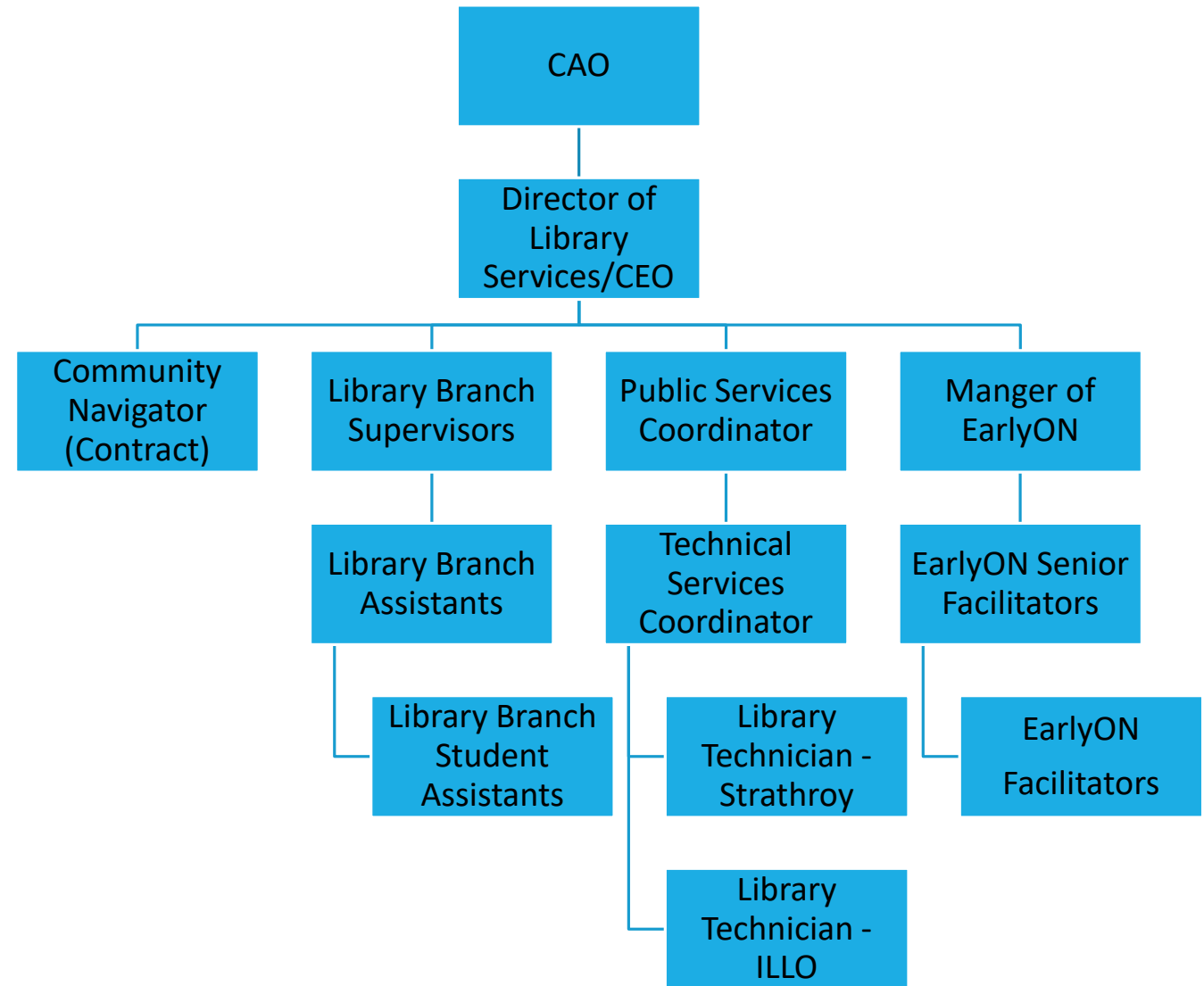
Information Technology Services



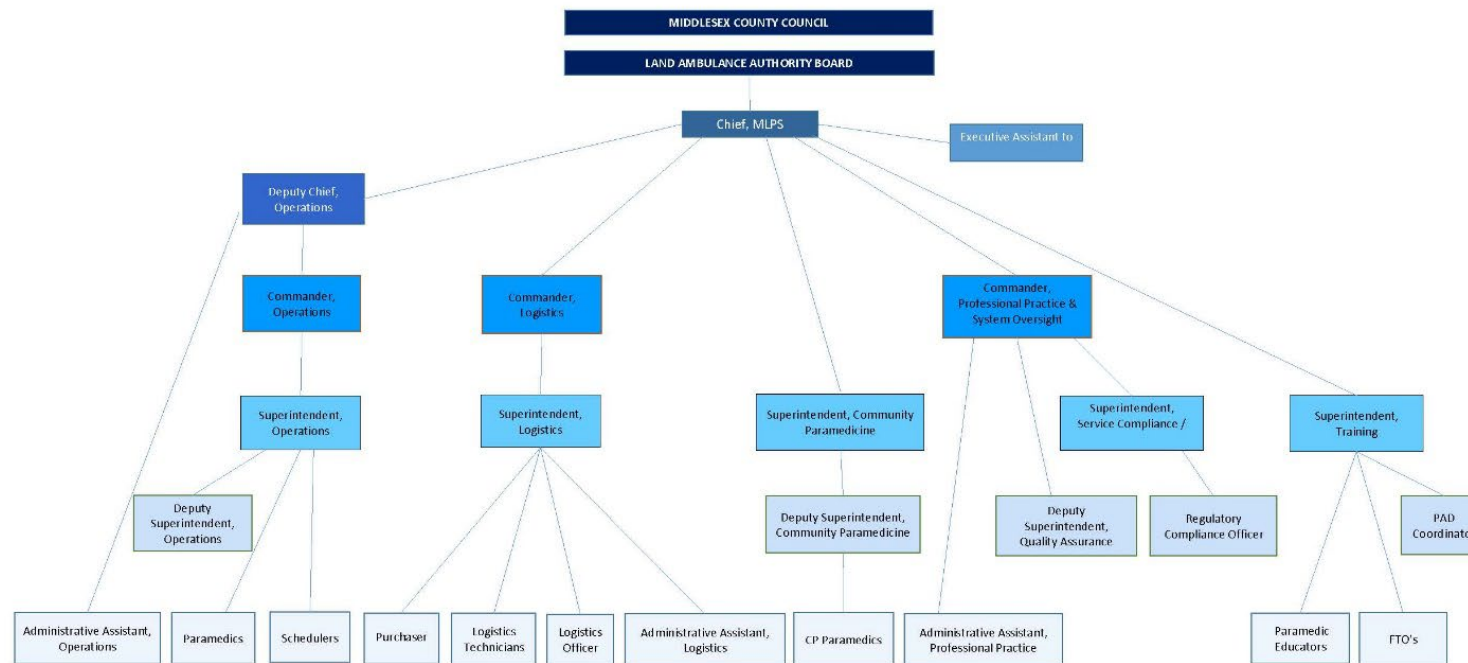
Strathmere Lodge



Middlesex County Library



Middlesex London Paramedic Service



Committee of the Whole

Meeting Date: March 28, 2023
Submitted by: Durk Vanderwerff, Director of Planning and Development
Subject: Middlesex Centre Official Plan Amendment No. 61;
Housekeeping Amendment

BACKGROUND:

The Municipality of Middlesex Centre initiated an Official Plan Amendment to implement policies as a result of recent amendments to the Planning Act through 'Bill 13 – Supporting People and Supporting Businesses Act', 'Bill 276 – Supporting Recovery and Competitiveness Act' and 'Bill 109 – More Homes for Everyone Act'.

Cumulatively, the changes to the Planning Act primarily focus on increasing housing supply by changing municipal decision-making processes. The changes include the requirement to refund certain application fees where timelines are not met, changes to site plan control (approval timeframes, mandatory delegation to staff, etc.), the optional delegation of minor zoning by-laws to staff, and others.

Some of the Planning Act changes can only be used by municipalities if there is enabling policy within the local official plan. Amendment No. 61 would include policies within the Municipality's Official Plan to address these matters and enable the Municipality to utilize the new authorities. A copy of Amendment No. 61 and the local planning report are appended to this report.

County Council is the Provincially delegated Approval Authority for local 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 report.

ANALYSIS:

The amendment was initiated by the Municipality on December 22, 2022 and adopted by Middlesex Centre Council at their January 25, 2023 meeting. The submission was accepted as complete by the County and a further agency / ministry circulation was not undertaken given the nature of the changes. During the local process, the Municipality

undertook public and stakeholder engagement and the County received no written submissions concerning Amendment No. 61.

As noted above, there are several changes to the Planning Act that cannot be used by municipalities until the local official plan is updated. For example, municipalities are now allowed to require for site plans 'complete applications' but only if there are policies within the official plan. This authority allows municipalities to "pause the clock" where a 'complete application' is not submitted. Another example, in order for a municipality to utilize the optional delegation of minor zoning by-laws to staff, the official plan must specify the types of by-laws that may be delegated. The delegation of this authority is discretionary and requires municipal council to subsequently pass a delegation by-law.

I have reviewed Amendment No. 61 against the Provincial Policy Statement, the County Official Plan, and the Middlesex Centre Official Plan. I am satisfied that Amendment No. 61 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. Amendment No. 61 would directly implement recent legislative changes. I am therefore recommending approval of Official Plan Amendment No. 61.

FINANCIAL IMPLICATIONS:

Application fees are not collected for Approval Authority applications that are initiated by local municipalities.

ALIGNMENT WITH STRATEGIC FOCUS:

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

Strategic Focus	Goals	Objectives
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Create an environment that enables the attraction and retention of businesses, talent, and investments Support the development and prosperity of downtown core areas in Middlesex County

RECOMMENDATION:

THAT Amendment No. 61 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.

Attachments.

_____, Clerk of the Municipality of Middlesex Centre

Hereby Certify that this is a true and exact
copy of the original document

This 31st day, of JANUARY, 2023


CLERK

AMENDMENT NO.61

TO

THE OFFICIAL PLAN OF THE

Municipality of Middlesex Centre


Date: January 25, 2023

Approval Authority: County of Middlesex

AMENDMENT NO. 61

To the Official Plan of the Municipality of Middlesex Centre

The attached, constituting Amendment No. 61 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 2023-009 on the 25th day of January, 2023, in accordance with the Planning Act, R.S.O. 1990, c.P.13.


Aina DeViet, Mayor
James Hutson, Clerk

AMENDMENT NO. 61

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. 61

AMENDMENT NO. 61

To the Official Plan of the Municipality of Middlesex Centre

PART A – THE PREAMBLE

1.0 PURPOSE AND EFFECT

The purpose of this housekeeping amendment is to update the Municipality's Official Plan to implement up-to-date policies as a result of recent legislative changes. The effect of this housekeeping amendment is to implement and update complete application requirements for Official Plan amendments, Zoning By-law amendments, site plan approval, approval of plans of subdivision (including condominiums), and consents. Further, this housekeeping amendment would provide policy direction to allow council to delegate the passing of minor zoning by-law amendments to a municipal committee, officer, employee or agent, and provide policy direction as it relates to requests for the cancellation of a certificate of consent. These amendments are a result of recent updates to the Planning Act through Bill 13 – Supporting People and Supporting Businesses Act, 2021, Bill 276 – Supporting Recovery and Competitiveness Act, 2021 and Bill 109 – More Homes for Everyone Act, 2022.

2.0 LOCATION

The Official Plan Amendment would apply generally to the entirety of the Municipality.

3.0 BASIS OF THE AMENDMENT

Bill 109 - More Homes for Everyone Act, 2022, made several legislative changes to the Planning Act, which focus on streamlining the municipal decision-making process, including imposing the requirement, starting January 1, 2023, to refund certain planning application fees where decision timelines are not achieved. Additionally, several changes were made that would allow the Province in the future to prescribe details on other matters.

A significant change within Bill 109 is how site plan control is implemented. Municipal Councils were required to delegate site plan control decisions to staff for all applications received on or after July 1, 2022. The site plan application decision-making timeline, as of January 1, 2023, will be extended from 30 days to 60 days. An applicant can appeal a municipality's failure to approve their site plan application to the Ontario Land Tribunal beginning 60 days after the application was deemed complete.

The Act now provides for the inclusion of complete application requirements within official plans for site plan applications, similar to current complete application

requirements for other types of applications under the Planning Act. An owner has recourse if the municipality fails to deem an application for site plan approval complete within thirty (30) days of it being submitted, unless the official plan contains prescribed information and material that could be required as part of a complete application for site plan approval, providing the Municipality to opportunity to “pause the clock” in the absence of required materials.

In addition to the legislative changes that were implemented through Bill 109, Bill 13 – Supporting People and Supporting Businesses Act, 2021 and Bill 276 – Supporting Recovery and Competitiveness Act, 2021 made minor amendments to the Planning Act. Schedule 19 of Bill 13 amended the Planning Act to include provisions that enables Council to, by by-law, delegate the authority to pass by-laws under section 34 of the Planning Act (Zoning By-laws) that are minor in nature, to a committee of Council, or an individual who is an officer, employee or agent of the municipality. These by-laws include removing holding “H” symbols, and passing temporary use by-laws. In order for Council to delegate the authority to pass by-laws on these matters, the Act requires that the official plan provide policies to specify the types of by-laws that may be delegated. The delegation authority is discretionary and requires Council to subsequently pass a by-law to delegate the approval authority to staff.

Further, Schedule 24 of Bill 276 amended the Planning Act to, among other matters, allow for the cancellation of a certificate of consent. While it is not a requirement of the Act, the addition of a policy that outlines requirements to cancel a consent would assist staff in the evaluation of requests to do so.

As such, the purpose of this Amendment is to implement the provisions of the Planning Act associated with Bill 109, Bill 13 and Bill 276 within the Municipality of Middlesex Centre Official Plan. The proposed amendment includes policy direction as it relates to complete application requirements for site plan approval applications. Additionally, the proposed amendment adds the necessary implementation policies for Council to delegate the authority to pass by-laws under Section 34 that are minor in nature as well as a policy to assist staff in the evaluation of requests to cancel a certificate of consent.

Overall, this amendment will conform to recent changes to the Planning Act and provide clarity as it relates to complete application requirements for certain applications made under the Planning Act, the delegation of authority to pass by-laws under Section 34 of the Act that are minor in nature, and the evaluation of requests to cancel a certificate of consent, which will ultimately improve the development application processes by the Municipality.

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 10.2 of the Official Plan to insert the new subsection 10.2.1 as follows:

“10.2.1 Delegation of Authority

- a) Council may, by by-law, delegate its authority to pass by-laws under Section 34 of the Planning Act that are of a minor nature to a committee of Council or to an individual who is an officer, employee or agent of the Municipality.*
- b) For the purposes of Clause (a) above, the following are considered by-laws under Section 34 of the Planning Act that are of a minor nature:*
 - i) A by-law to remove a holding symbol;*
 - ii) A by-law to authorize the temporary use of land, buildings or structures;*
 - iii) An amending by-law under Subsection 34(10) of the Planning Act to permit the extension or enlargement of any land, building or structure that lawfully existed on the day that the Zoning By-law was passed, provided that such land, building or structure continues to be used in the same manner and for the same purpose; and*
 - iv) A by-law to which Section 43 of the Planning Act applies.”*

- ii. By amending Section 10.20.1 of the Official Plan by inserting the following after the last paragraph:

“In addition to the foregoing, the following shall apply to applications for site plan approval:

- a) The municipality may require that a peer review be completed as part of a complete application; and*
- b) Where other planning approvals are required to facilitate a development, site plan applications shall not be deemed complete until such time that any other necessary planning approvals are in force and effect.”*

- iii. By amending Section 10.3.1 of the Official Plan to insert clause g) as follows:

“g) When considering a request for the cancellation of a certificate of consent, Council shall have regard for the policies of this plan and the regulations of the Zoning By-law.”



Meeting Date: January 25, 2023

Submitted by: Abby Heddle, Planner I (Policy and Special Projects)

Report No: PLA-7-2023

Subject: Municipally-Initiated Official Plan Amendment No. 61 (OPA 61)

Recommendation:

THAT the Official Plan Amendment No. 61 to implement policies as a result of legislative changes to the Planning Act be adopted and forwarded to the County of Middlesex for consideration of approval.

Purpose:

The purpose of this housekeeping amendment is to update the Municipality's Official Plan to implement up-to-date policies as a result of recent legislative changes. The effect of this housekeeping amendment is to implement and update complete application requirements for applications for site plan approval. Further, this housekeeping amendment would provide policy direction to allow council to delegate the passing of minor zoning by-law amendments to a municipal committee, officer, employee or agent, and provide policy direction as it relates to requests for the cancellation of a certificate of consent. These amendments are a result of recent updates to the Planning Act through Bill 13 – Supporting People and Supporting Businesses Act, 2021, Bill 276 – Supporting Recovery and Competitiveness Act, 2021 and Bill 109 – More Homes for Everyone Act, 2022.

Background:

Bill 109 – More Homes for Everyone Act, 2022, made several legislative changes to the Planning Act, which focus on streamlining the municipal decision-making process, including imposing the requirement, starting January 1, 2023, to refund certain planning application fees where decision timelines are not achieved. Additionally, several changes were made that would allow the Province in the future to prescribe details on other matters.

A significant change within Bill 109 is how site plan control is implemented. Municipal Councils were required to delegate site plan control decisions to staff for all applications received on or after July 1, 2022. For Middlesex Centre, the delegation of authority has been issued to the Chief Building Official for site plan control. The site plan application decision-making timeline, as of January 1, 2023, will be extended from 30 days to 60 days. An applicant can appeal a municipality's failure to approve their site plan application to the Ontario Land Tribunal beginning 60 days after the application was deemed complete.

The Act now provides for the inclusion of complete application requirements within official plans for site plan applications, similar to current complete application requirements for other types of applications under the Planning Act. An owner has recourse if the municipality fails to deem an application for site plan approval complete within thirty (30) days of it being submitted, unless the official plan contains prescribed information and material that could be required as part of a complete application for site plan approval, providing the Municipality to opportunity to "pause the clock" in the absence of required materials.

The basic provisions of complete application requirements for site plans are included in section 41 of the Planning Act. These provisions include: plans showing the location of all buildings, elevations, cross sections, public spaces, exterior design and features of the buildings, landscaping, and some other design elements. For the majority of site plan applications, municipalities will require additional information and reports/studies that address matters including but not limited to grading, traffic studies, noise and vibration studies and servicing studies, all of which contribute to the iterative nature of the site plan approvals process.

Given that the Municipality's official plan contains policy direction as it relates to complete applications for site plan approval, staff are recommending an additional policy that provides for the Municipality to require a peer review, where applicable, as part of a complete application. Additionally, the policy provides that where other planning approvals are required to facilitate a development, site plan applications will not be deemed complete until such time that those planning approvals are in force and effect. This will ensure that the Municipality is able to front-end the majority of the work for site plan applications prior to deeming the application complete, which is intended to facilitate a timely decision and avoid the potential of having to refund applicants in the absence of a decision.

In addition to the legislative changes that were implemented through Bill 109, Bill 13 – Supporting People and Supporting Businesses Act, 2021 and Bill 276 – Supporting Recovery and Competitiveness Act, 2021 made minor amendments to the Planning Act. Schedule 19 of Bill 13 amended the Planning Act to include provisions that enables Council to, by by-law, delegate the authority to pass by-laws under section 34 of the Planning Act (Zoning By-laws) that are minor in nature, to a committee of Council, or an individual who is an officer, employee or agent of the municipality. These by-laws include removing holding "H" symbols, and passing temporary use by-laws. In order for Council to delegate the authority to pass by-laws on these matters, the Act requires that the official

plan provide policies to specify the types of by-laws that may be delegated. The delegation of this authority is discretionary and requires Council to subsequently pass a by-law to delegate the approval authority to staff.

Further, Schedule 24 of Bill 276 amended the Planning Act to, among other matters, allow for the cancellation of a certificate of consent. While it is not a requirement of the Act, the addition of a policy that outlines requirements to cancel a consent would assist staff in the evaluation of requests to do so.

As such, the purpose of this Amendment is to implement the provisions of the Planning Act associated with Bill 109, Bill 13 and Bill 276 within the Municipality of Middlesex Centre Official Plan. The proposed amendment includes policy direction as it relates to complete application requirements for site plan approval applications. Additionally, the proposed amendment adds the necessary implementation policies for Council to delegate the authority to pass by-laws under Section 34 that are minor in nature as well as a policy to assist staff in the evaluation of requests to cancel a certificate of consent.

Overall, this amendment will conform to recent changes to the Planning Act and provide clarity as it relates to complete application requirements for certain applications made under the Planning Act, the delegation of authority to pass by-laws under Section 34 of the Act that are minor in nature, and the evaluation of requests to cancel a certificate of consent, which will ultimately improve the development application processes by the Municipality.

Consultation:

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

Public Comments:

At the time of writing the subject report, no comments or concerns had been received from the public regarding this official plan amendment.

Agency Comments:

At the time of writing the subject report, no comments or concerns had been received from the prescribed agencies regarding this official plan amendment.

Financial Implications:

None.

Strategic Plan:

This matter aligns with following strategic priorities:

- Balanced Growth

Attachments:

Attachment 1 – Official Plan Amendment 61



Committee of the Whole

Meeting Date: March 28, 2023
Submitted by: Brent Kerwin, Strathmere Lodge Administrator
Subject: Provincially-required Annual Quality Improvement Plan - 2023/24

BACKGROUND:

Health Quality Ontario (HQO) requires health care organizations, including long term care homes and hospitals, to complete, submit and post a Board-approved Quality Improvement Plan (QIP) annually. This year's QIP submission is due to HQO by April 1, 2023 for the period April 1, 2023 to March 31, 2024.

We have had a two (2)-year provincial reprieve from submitting a QIP because of the pandemic.

ANALYSIS:

HQO is under the umbrella of the Ontario Health super agency, and is dedicated to: reporting to the public about the quality of Ontario's publicly funded health system; supporting continuous quality improvement; and promoting healthcare based on the best scientific evidence available. A Quality Improvement Plan is, by HQO definition, "a formal, documented set of quality commitments, aligned with healthcare system and provincial priorities that a healthcare organization makes to its patients/clients/residents, staff and community, in order to improve quality through focused targets and actions."

Each QIP is based on standardized templates and guidance materials provided by HQO. Submitted annual QIPs are available for review by the general public (via HQO website), and are "reviewed and analyzed" by HQO "to help track healthcare system-level progress on priority indicators, and to identify strategies that organizations can use to further develop and achieve their plans".

The Strathmere Lodge 2023/24 QIP was drafted by the Administrator in consultation with the Home's Quality Improvement (QI) Committee (comprising representation from residents, families, front-line staff and Management). Our QI Committee has selected two (2) focus areas for improvement this year as follows:

1. Use of Antipsychotic Medication; and
2. Use of Physical Restraints.

With respect to the Use of Antipsychotic Medication, The Lodge has always compared favourably vis-à-vis provincial comparative long term care home data (i.e., lower rate of use), but over the last six (6) months, our use has slightly exceeded the provincial average. Antipsychotic medication is a class of drugs (e.g., including haldol and thorazine) that plays an important role in managing the behavioural symptoms that sometimes occur with psychosis or dementia, such as aggression and agitation, but the use of these medications has side effects such as sedation and higher risk of falls, making it important for these medications to be used prudently.

With respect to the Use of Physical Restraints (i.e., wheelchair seatbelts, wheelchair tabletops and tilt wheelchairs, not prohibited devices such as jacket restraints or “4-point” restraints), the use of physical restraints is intended to prevent residents from ambulating where they have lost the functional ability to ambulate without falling and risking serious injury (e.g., head injury or fracture), and have lost the cognitive ability to recollect their functional limitations. Use of physical restraints comes with risks that include skin trauma and psychological risks such as anger and agitation, making it important to strike the right balance with respect to the use of restraints.

With respect to our two (2) focus areas for 2023/24, we will implement Change Ideas that include frequent review of the use of both antipsychotic medication and physical restraints in order to ensure the appropriateness of both.

Throughout the 2023/24 year, the Quality Improvement Plan will be monitored by The Lodge’s Quality Improvement (QI) Committee, and adjustments to the QIP will be made to achieve the best outcome.

RECOMMENDATION:

THAT the 2023/24 Quality Improvement Plan be approved by County Council and the Strathmere Lodge Administrator be directed to submit the compliance report.

Attachment

Theme III: Safe and Effective Care

Measure Dimension: Safe

Indicator #1	Type	Unit / Population	Source / Period	Current Performance	Target	Target Justification	External Collaborators
Percentage of LTC residents without psychosis who were given antipsychotic medication in the 7 days preceding their resident assessment	P	% / LTC home residents	CIHI CCRS / Jul - Sept 2022	16.85	12.50	The target will put us back to our most favourable level of performance during the last two (2) years.	

Change Ideas

Change Idea #1 The Admission Nurse will flag newly admitted residents coming on antipsychotic medication, and discuss this with new residents/families on admission day for the purpose of developing each new resident's Initial Plan of Care, and for discussion/review at the 6-week admission care conference meeting between The Home's interdisciplinary care team and each new resident/family (the goal being to discuss/review the ongoing need for the antipsychotic medication, including alternative interventions to eliminate/reduce such medication).

Methods	Process measures	Target for process measure	Comments
The Admission Nurse will review medication list of newly admitted residents, and note antipsychotic medication for the Initial Plan of Care, and for discussion at 6-week new admission care conference meeting. The Care Conference Notes template and the Initial Plan of Care checklist will be amended to capture applicable diagnoses and resident behaviours that warrant antipsychotic medication use.	Number of new admission care conference reviews of antipsychotic medication use as a percent of newly admitted residents on antipsychotic medication.	A review of those newly admitted residents on antipsychotic medication will be done for 100% of applicable new residents.	

Change Idea #2 Our contracted pharmacist will deliver an education session for all registered nursing staff on the Appropriate Use of Antipsychotic Medication (this will assist registered nursing staff in advocating for residents, and in discussing antipsychotic medication with applicable residents/families and our attending physician prescribers).

Methods	Process measures	Target for process measure	Comments
The Pharmacist will deliver in-person education sessions (the content will be provided for review to those registered nursing staff members unable to attend an in-person session).	%age of registered nursing staff who receive the training on the Appropriate Use of Antipsychotic Medication.	100% of registered nursing staff will receive the in-person training, or review the educational session material.	

Change Idea #3 In addition to the interdisciplinary care team reviewing antipsychotic medication use with individual residents/families at annual care conference meetings, the RAI Coordinator will review antipsychotic medication use for applicable residents during their individual quarterly (3-month) health assessment period, and flag antipsychotic medication use warranting re-consideration for the prescribing physician/interdisciplinary care team members to review (for the purpose of identifying deprescribing/reduction opportunities).

Methods	Process measures	Target for process measure	Comments
RAI Coordinator to maintain list of identified opportunities to deprescribe/reduce antipsychotic medication, and present findings/successes at quarterly meetings of the Home's Quality Improvement Committee.	Number of residents prescribed antipsychotic medication each quarter.	100% of residents prescribed antipsychotic medication will have their antipsychotic medication usage reviewed at least quarterly.	

Measure **Dimension: Safe**

Indicator #2	Type	Unit / Population	Source / Period	Current Performance	Target	Target Justification	External Collaborators
% of Resident in a Daily Physical Restraint	C	% / LTC home residents	CIHI CCRS / July-Sept. 2022	11.20	6.20	We seek to lower use of physical restraints to that of the provincial long term care home average, while maintaining our favourable resident fall rate vis-a-vis the provincial long term care home average.	

Change Ideas

Change Idea #1 Education for staff on the Use of Physical Restraints, including Alternatives to Physical Restraint Use (e.g., use of wheelchair alarms, use of diversional activities, and assessing/treating causes of agitation such as pain, hunger/dehydration, wheelchair comfort)

Methods	Process measures	Target for process measure	Comments
Home's Committee on Minimizing Restraints and Falls Prevention, with Staff Educator, to develop educational content for applicable staff.	%age of applicable staff attending education sessions.	100% of applicable staff will receive targeted education.	Must balance the use of physical restraints with the need to minimize resident falls (which may result in serious injury).

Change Idea #2 Revise internal processes so that new physical restraint use (i.e., wheelchair seatbelt, wheelchair table, or tilt wheelchair) is reviewed by the interdisciplinary care team within 72 hours or sooner.

Methods	Process measures	Target for process measure	Comments
Admin/Floor Support RN to coordinate/monitor such. To be a standing agenda item at meetings of Lodge's Minimizing Restraints and Falls Prevention (MRFP) Committee.	# of physical restraint devices implemented per month.	100% of new physical restraint devices to be reviewed within 72 hours of implementation.	Must balance the use of physical restraints with the need to minimize resident falls (which may result in serious injury).

Change Idea #3 Identify/discuss/review every resident where a physical restraint device is prescribed - do so quarterly, identifying why restraint use was initialized, and whether restraint use can be eliminated/reduced (with alternative interventions implemented as applicable).

Methods	Process measures	Target for process measure	Comments
To be a standing agenda item at quarterly meetings of Lodge's Minimizing Restraints and Falls Prevention (MRFP) Committee.	# of physical restraint devices implemented per month.	100% of new physical restraint devices to be reviewed within 72 hours of implementation.	Must balance the use of physical restraints with the need to minimize resident falls (which may result in serious injury).

Meeting Date: March 28, 2023

Submitted by: Joe Winsor - Manager, Social and Children's Services and
Cindy Howard, General Manager of Finance and Community
Services

Subject: Access and Inclusion Childcare Framework – Canada-Wide
Early Learning and Child Care Agreement

BACKGROUND:

In March 2022, Ontario reached a \$13.2 billion agreement with the federal government on funding for, and the terms of, a Canada-Wide Early Learning and Child Care (hereafter referred to as "CWELCC") system. The new system was developed to lower child care costs and improve access, quality, and inclusion across Ontario's child care and early years sector.

The provincial goals of the CWELCC system are as follows:

1. Reduce fees for families by 25% beginning April 1, 2022, increasing to 50% as of January 1, 2023, and reaching a provincial average fee of \$10 per day by 2025-2026 for eligible licensed child care spaces;
2. Create 86,000 new high-quality, affordable licensed child care spaces, predominantly through not-for-profit licensed child care;
3. Address barriers to providing inclusive licensed child care; and
4. Valuing the early childhood workforce and providing them with training and development opportunities.

Following the introduction of the CWELCC system, the County of Middlesex's Social Services department began planning for implementation and operator enrollment. Operators were required to indicate their intention to enroll in the CWELCC system by November 1st, 2022, and by year's end every operator who had expressed their intention to enroll in the system had entered in an agreement with the County and had begun to receive funding to support parental fee reductions and support staff wages.

To address barriers to providing inclusive licensed child care the Provincial direction was received in late December of 2022, wherein the province mandated that the County along with the Consolidated Municipal Service Manager (CMSM) – City of London submit an Inclusion and Access Framework. This framework was intended to inform decisions

regarding childcare space expansion under CWELCC for children 0-6 years old, with an inclusion-focused lens – ensuring that populations who have traditionally been underserved have equitable access to childcare – in-line with Ontario’s vision for the CWELCC system. The County of Middlesex’s Social Services department worked closely with the City of London to develop this framework and guide its implementation.

ANALYSIS:

Inclusion and Access Framework Establishment

In January, 2023, the County worked with the City of London to develop a current-state population analysis using available data (such as 2021 Census data, historical Early Development Instrument (EDI) data, and current childcare capacities). The purpose of this population analysis was to evaluate which municipalities in the County could be considered “greatest need” of enhanced childcare supports through an inclusion and access lens, taking into consideration the following indicators:

- Proportion of the municipal population who...
 - Speak French most often at home
 - Have no knowledge of either official language
 - Are recent (2016-2021) immigrants
 - Identify as Indigenous
 - Fall under the Low-Income Measure - After Tax (LIM-AT) threshold
- Municipal EDI score as of the last official measurement
 - Provides a measure of the estimated proportion of children in Kindergarten who could be considered “vulnerable” developmentally on a number of domains
- Municipal Child care access rate
 - The number of licensed childcare spots for children aged 0-4 divided by the total number of children 0-4 living in the municipality

In January, the Province communicated expectations for the number of childcare spaces to be opened under the Inclusion and Access Framework, at the CMSM level. The expectation for Middlesex-London was listed as 2080 spaces for children aged 0-6, to be opened between 2022 and 2026. The County value, agreed upon between the City of London and the County’s Social Services Department, was set at 320 spaces out of the 2080. This is only an estimated working number, the number of actual spaces may increase.

Estimated Expansion Targets in Middlesex and London

Area	School-based spaces	Community-based spaces	Total spaces
Central London	0	128	128
Northeast London	176	214	390
Northwest London	127	289	416
Southeast London	88	262	350
Southwest London	88	388	476
Middlesex County	103	217	320
Total spaces	582	1498	2080

Inclusion and Access Future Implementation

Under the Inclusion and Access Framework, the City of London (as CMSM) has received delegated authority from the Ministry of Education to provide advice to operators on applications into the CWELCC system, in regards to Inclusion and Access Framework-related child care centre openings and expansions. The County of Middlesex, in turn, will provide a recommendation to the City of London, in regards to County childcare sites. The County of Middlesex and the City of London have worked closely to develop an operating procedure for processing and expediting these operator applications.

Of note:

- Priority in 2023 will be to operators who are ready-to-open.
- The population analysis described above will be revised in the second half of 2023 to reflect the new spaces. In subsequent years, increasing emphasis will be placed on expanding spaces in highest-need areas (as indicated by the population analysis described above).
- The Licensing Branch of the Ministry of Education will have the final say on the expansion or opening of new childcare spaces. The County will be responsible for evaluating the application, and the financial viability of the proposed site, and providing advice to operators, against the framework. This evaluation will then be submitted to the Ministry as part of the application.

The application process is as follows (note: where “County” is written, it refers to the Childcare staff members of the Social Services department. In every step of the following process, the County provides updates to the City of London, as the City reports to the Ministry on our behalf):

1. The applicant is interested in participating in the Inclusion and Access Plan and submits the application form to the County.

2. The County reviews the application form for alignment to the framework and eligibility, after which the County makes a decision regarding the viability of that application and provides that decision to the applicant in writing.
3. The County provides the City of London a recommendation to sign the New License Application Confirmation Form. The City of London would return the signed form to the County of Middlesex who in turn returns to the applicant, who then submits the form to the Licensing Branch. The applicant notifies the County once the plans are approved by the Ministry.
4. The applicant builds new spaces, and submits status update(s) to the County regarding key milestones. In early 2024 the applicant reports outcomes to the County.

The Access and Inclusion Framework will be incorporated into the Child Care and Early Years Service System Plan. The 2019-2023 Plan was set to be renewed this year, so the Access and Inclusion Framework will be incorporated into the 2024-2028 Service System Plan. See *Appendix "A"* for wording.

Funding for childcare space expansions, or the opening of new sites, through the Inclusion and Access Framework is funded entirely by the Provincial and Federal governments, as it is a subsection of the Canada Wide Early Learning and Child Care Agreement. The County will incur no costs in relation to the opening of, or providing funding to, new or expanded childcare sites. With the expansion of childcare spaces, a greater volume of funding will flow through the County to operators.

The Ministry of Education has indicated that the following funding will be available to operators who wish to expand under the Inclusion and Access Framework:

- Capital start-up grants: The Ministry of Education will be introducing capital start-up grants to support the creation of new licensed full day spaces. Capital start-up grants may be used for retrofits, renovations, or expansion projects, but cannot be used to purchase land or buildings. Operators can receive a grant covering \$90 per square foot of a new or expanded space with a cap of \$350,000 for every 50 child care spaces created.
- CWELCC funding for increased spaces: Through CWELCC participation, child care operators receive funding to offset lost revenue from reduced parent fees and, where eligible, will receive funding to support staff wages. The Ministry of Education will provide additional CWELCC funding to support eligible expanded spaces through this initiative.

These funding sources complement existing funding the County provides to licensed child care operators through federal, provincial, and municipal sources.

FINANCIAL IMPLICATIONS:

Additional CWELCC funding and capital start up funding to support the creation of spaces through this initiative will be 100% funded through the bi-lateral agreement between the Province of Ontario and Government of Canada. This funding has not yet been provided to the County of Middlesex but is anticipated to be provided following the approval of the provincial budget in spring 2023.

There are no anticipated impacts to the budget through this initiative.

ALIGNMENT WITH STRATEGIC FOCUS:

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

Strategic Focus	Goals	Objectives
Cultivating Community Vitality	Advance a diverse, healthy, and engaged community across Middlesex County	<ul style="list-style-type: none">• Promote and support community wellness• Innovate social and community services• Attract, retain, and engage youth in our community• Champion and encourage active transportation and public transit opportunities
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	<ul style="list-style-type: none">• Support opportunities to create a stronger and sustainable agricultural sector• Create an environment that enables the attraction and retention of businesses, talent, and investments• Attract visitors to Middlesex County• Support the development and prosperity of downtown core areas in Middlesex County

RECOMMENDATION:

THAT this report be received for information on Targeted Expansion of Licensed Child Care through the Canada-Wide Early Learning and Child Care Agreement; and;

THAT the Social Services staff be directed to append Appendix A of this report to the London-Middlesex Child Care and Early Years Service System Plan, 2019-2023.

Appendix A:

Overview

Contracted from the City of London as the Consolidated Municipal Service Manager (CMSM) for Child Care and Early Years in London and Middlesex, the County of Middlesex administers the CWELCC system under CMSM and Ministry direction. Beginning in 2023, the Ministry of Education has updated its licensing process, and the County will now provide advice to licence applicants on their eligibility for CWELCC funding, including alignment with the County's directed growth strategy as outlined in its service system plan. This strategy's intention is to support access and inclusion and guide expansion where need is greatest.

Advice provided by the County at this stage is based on information at the time and does not constitute a decision or promise made for CWELCC funding following the completion of the licensing process. See O. Reg. 137/15, s. 13(1) for more information.

The County of Middlesex's advice on CWELCC enrolment will be based on the factors in ss. 77.3(2) of Regulation 137/15:

- financial viability of the operator
- no concerns regarding misuse of funds
- alignment with the County and CMSM's directed growth plan, including:
 - need for child care at that location (based on overall demand and socio-demographic indicators, as outlined in data table below)
 - statement on access and inclusion approach for priority groups

The County will also give consideration for maintaining the ratio of non-profit to private spaces, extending the province-wide principle for expansion from the Ministry of Education.

Financial viability of the operator

The County will follow established administrative practice developed through the initial implementation of CWELCC.

No concerns regarding misuse of funds

The County will follow established administrative practice developed through initial implementation of CWELCC.

Alignment with directed growth plan

As part of a broader access and inclusion plan, the directed growth strategy is geographically focused, intended to support expansion of child care where need is greatest based on socio-demographic indicators aligned with the Ministry of Education's draft Access and Inclusion framework.

The data provided below will support operators in planning for expansion and the County in reviewing CWELCC funding eligibility. The information below is aggregated at the regional level; the County will draw on more specific data points to work with operators on suitable locations when providing advice on CWELCC funding eligibility.

Estimated Expansion Targets in Middlesex and London

Area	School-based spaces	Community-based spaces	Total spaces
Central London	0	128	128
Northeast London	176	214	390
Northwest London	127	289	416
Southeast London	88	262	350
Southwest London	88	388	476
Middlesex County	103	217	320
Total spaces	582	1498	2080

Demographic Indicators and Aggregate Scores

The indicators and associated data sets identified below were selected to inform demand for targeted licensed child care growth, in alignment with the populations prioritized by the Ministry of Education. Each of the indicators is weighted equally in the calculations that determined prioritization of geography. As additional and more updated data becomes available, the modelling will be revised.

City of London and Middlesex County Indicators and Scores

Region	Indicator #1	Indicator #2	Indicator #3	Indicator #4	Indicator #5	Indicators #6-8
Priority Ranking. (Region Name)	Proportion of demand to reach provincial target access ratio of 37% (per 2016 Census and Licensed Spaces)	Proportionate Presence of Indicator: Language Most Spoken at Home as French (per 2016 Census)	Proportionate Presence of Indicator: Indigenous Identity (per 2016 Census)	Proportionate Presence of Indicator: No knowledge of either English or French (per Census 2016)	Proportionate Presence of Indicator: Immigrated to Canada between 2006-2016 (per Census 2016)	Proportionate Presence of Indicator: Family Centre Priority Ranking* (incl. EDI % Vulnerability; Low Income Measure; 0-4 Population) (per EDI Report, 2016 Census)
1. South West London	26.07	22.21	23.24	25.25	25.98	30.10
2. North West London	15.62	30.15	16.99	22.26	26.56	18.51
3. South East London	20.34	16.88	26.92	15.67	15.76	17.95
4. North East London	15.16	12.46	16.89	21.26	18.97	12.07
5. Middlesex County	19.57	8.95	0.82	7.89	5.64	13.03
6. Central London	3.25	9.35	15.15	7.69	7.11	8.34
Total	100	100	100	100	100	100

Middlesex County Indicators and Scores by Municipality

Region	Indicator #1	Indicator #2	Indicator #3	Indicator #4	Indicator #5	Indicators #6-8
Priority Ranking. (Region Name)	Proportion of demand to reach provincial target access ratio of 37% (per 2021 Census and Licensed Spaces)	Proportionate Presence of Indicator: Language Most Spoken at Home as French (per 2021 Census)	Proportionate Presence of Indicator: Indigenous Identity (per 2021 Census)	Proportionate Presence of Indicator: No knowledge of either English or French (per Census 2021)	Proportionate Presence of Indicator: Immigrated to Canada between 2006-2016 (per Census 2021)	Proportionate Presence of Indicator: Family Centre Priority Ranking* (incl. EDI % Vulnerability; Low Income Measure; 0-4 Population) (per EDI Report, 2021 Census)
Strathroy- Caradoc	10.49	10.34	8.57	24.24	18.18	17.65
Middlesex Centre	5.75	20.69	17.14	18.18	20.00	11.76
North Middlesex	14.31	3.45	8.57	6.06	14.55	23.53
Southwest Middlesex	5.31	10.34	14.29	6.06	10.91	17.65
Thames Centre	16.12	20.69	5.71	21.21	9.09	8.82
Village of Newbury	20.67	20.69	22.86	15.15	0.00	2.94
Adelaide Metcalfe	20.67	10.34	20.00	6.06	12.73	2.94
Lucan Biddulph	6.67	3.45	2.86	3.03	14.55	14.71
Total	100	100	100	100	100	100

ELECTRONIC PAYMENTS February 2023

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
200003027377	MLPS	HYDRO	Feb 13/23	388.89	HYDRO ONE
200003268564	ROADS	STREET LIGHTS	Feb 13/23	365.20	HYDRO ONE
200005754996	D6	HYDRO	Feb 07/23	299.48	HYDRO ONE
200006369736	D2	HYDRO	Feb 21/23	822.41	HYDRO ONE
200009334704	MLPS	HYDRO	Feb 16/23	309.89	HYDRO ONE
200013224404	ROADS	FLASHER	Feb 23/23	47.05	HYDRO ONE
200013955237	ROADS	TRAFFIC SIGNALS	Feb 27/23	65.51	HYDRO ONE
200017837055	ROADS	TRAFFIC SIGNALS	Feb 13/23	42.21	HYDRO ONE
200023834382	MLPS	HYDRO	Feb 08/23	250.84	HYDRO ONE
200028997614	ROADS	TRAFFIC SIGNALS	Feb 21/23	40.25	HYDRO ONE
200029979536	ROADS	HYDRO	Feb 27/23	101.31	HYDRO ONE
200034570767	ROADS	TRAFFIC SIGNALS	Feb 23/23	110.63	HYDRO ONE
200038538673	ROADS	FLASHER	Feb 07/23	24.19	HYDRO ONE
200039404296	ROADS	TRAFFIC SIGNALS	Feb 23/23	54.40	HYDRO ONE
200039586475	ROADS	STREET LIGHT	Feb 21/23	97.47	HYDRO ONE
200041711381	D4	HYDRO	Feb 27/23	1,140.26	HYDRO ONE
200049091061	ROADS	TRAFFIC SIGNALS	Feb 07/23	96.34	HYDRO ONE
200049305067	ROADS	Communication Hut	Feb 23/23	293.39	HYDRO ONE
200051883247	D1	HYDRO	Feb 16/23	5,335.50	HYDRO ONE
200054876507	ROADS	TRAFFIC SIGNALS	Feb 13/23	119.20	HYDRO ONE
200055079597	ROADS	TRAFFIC SIGNALS	Feb 15/23	93.49	HYDRO ONE
200056250671	ROADS	TRAFFIC SIGNALS	Feb 08/23	101.24	HYDRO ONE
200061840093	ROADS	TRAFFIC SIGNALS	Feb 13/23	56.97	HYDRO ONE
200072682673	D3	HYDRO	Feb 14/23	1,128.28	HYDRO ONE
200078398805	ROADS	TRAFFIC SIGNALS	Feb 13/23	32.39	HYDRO ONE
200082802908	ROADS	FLASHER	Feb 13/23	25.08	HYDRO ONE
200082995894	D4	HYDRO	Feb 27/23	71.82	HYDRO ONE
200084256389	ROADS	STREET LIGHTS	Feb 13/23	24.11	HYDRO ONE
200089788827	ROADS	TRAFFIC SIGNALS	Feb 13/23	44.33	HYDRO ONE
200092590915	ROADS	TRAFFIC SIGNALS	Feb 01/23	97.06	HYDRO ONE
200094407037	ROADS	HYDRO	Feb 27/23	88.25	HYDRO ONE
200111248964	ROADS	TRAFFIC SIGNALS	Feb 13/23	47.15	HYDRO ONE
200114251722	ROADS	TRAFFIC SIGNALS	Feb 13/23	54.93	HYDRO ONE
200139187994	ECON.DEV	SIGN-FIVE PTS LINE	Feb 21/23	58.07	HYDRO ONE
200197896842	D8	HYDRO	Feb 23/23	541.74	HYDRO ONE
200226800317	ROADS	STREET LIGHTS	Feb 13/23	25.08	HYDRO ONE
200234233547	MLPS	HYDRO	Feb 13/23	511.25	HYDRO ONE
200238360390	ROADS	HYDRO	Feb 22/23	20.07	HYDRO ONE
200254481285	ROADS	HYDRO	Feb 22/23	103.31	HYDRO ONE
200262025663	ROADS	FLASHER	Feb 22/23	81.11	HYDRO ONE
200263596154	ROADS	HYDRO	Feb 22/23	72.95	HYDRO ONE
200276198575	ROADS	HYDRO	Feb 14/23	108.25	HYDRO ONE
1019943	Cty Bldg	WATER	Feb 27/23	512.67	LONDON HYDRO
4860327	MLEMS	WATER	Feb 16/23	65.57	LONDON HYDRO
7460017	Cty Bldg	HYDRO	Feb 13/23	12,463.56	LONDON HYDRO
7482855	MLEMS	HYDRO	Feb 06/23	1,146.58	LONDON HYDRO
7482855	MLEMS	WATER	Jan 00/00	394.11	LONDON HYDRO
7600043	MLEMS	WATER	Feb 22/23	259.47	LONDON HYDRO
7721865	MLEMS	HYDRO	Feb 27/23	6,160.18	LONDON HYDRO

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
7721865	MLEMS	WATER	Jan 00/00	1,168.68	LONDON HYDRO
7781801	MLEMS	HYDRO	Feb 15/23	441.18	LONDON HYDRO
7781801	MLEMS	WATER	Jan 00/00	233.26	LONDON HYDRO
50446858	MLEMS	HYDRO	Feb 08/23	573.67	LONDON HYDRO
50448010	MLEMS	HYDRO	Feb 02/23	392.49	LONDON HYDRO
50448169	MLEMS	HYDRO	Feb 27/23	275.35	LONDON HYDRO
50448169	MLEMS	WATER	Jan 00/00	78.74	LONDON HYDRO
804-40205195-00	LODGE	HYDRO	Feb 21/23	17,517.55	ENTEGRUS
804-40047999-00	ROADS	HYDRO	Feb 21/23	81.80	ENTEGRUS
098-40048001-01	ROADS	HYDRO	Feb 13/23	275.66	ENTEGRUS
098-40048002-00	ROADS	HYDRO	Feb 13/23	189.84	ENTEGRUS
098-40048003-00	ROADS	HYDRO	Feb 13/23	192.41	ENTEGRUS
098-40194856-00	ROADS	HYDRO	Feb 13/23	274.88	ENTEGRUS
802-40048000-00	ROADS	HYDRO	Feb 21/23	92.41	ENTEGRUS
803-40205228-01	ROADS	HYDRO	Feb 21/23	95.13	ENTEGRUS
804-49042003-00	ROADS	HYDRO	Feb 21/23	88.78	ENTEGRUS
805-40206689-00	ROADS	HYDRO	Feb 21/23	82.53	ENTEGRUS
830-40096692-02	MLPS	HYDRO	Feb 21/23	474.24	ENTEGRUS
5192454270	EMS Strathroy	EMS Phone	Feb 06/23	30.85	BELL
5196529978 182	Delaware	Library Phone	Feb 13/23	48.42	BELL
5192274309(888)	Lucan	EMS Phone	Feb 13/23	63.13	BELL
5192875306(783)	Glencoe	EMS Phone	Feb 13/23	63.13	BELL
5192946308(824)	Parkhill	EMS Phone	Feb 13/23	63.13	BELL
5194715312(980)	Komoka	EMS Phone	Feb 13/23	63.13	BELL
5194736314(030)	Hyde Park	EMS Phone	Feb 13/23	63.13	BELL
5196529319(001)	Byron	EMS Phone	Feb 13/23	63.13	BELL
5198505304(577)	Trossacks	EMS Phone	Feb 13/23	63.13	BELL
5194715303(322)	Horizon	EMS Phone	Feb 13/23	63.41	BELL
5192933441 452	Ailsa Craig	Library Phone	Feb 13/23	71.09	BELL
5196661599 882	Ilderton	Library Phone	Feb 13/23	71.09	BELL
5196934208 996	Wardsville	Library Phone	Feb 13/23	71.09	BELL
5196934275 017	Newbury	Library Phone	Feb 13/23	71.09	BELL
5192641061(452)	Mt. Brydges	Library Phone	Feb 13/23	74.77	BELL
5192892405 724	Melbourne	Library Phone	Feb 13/23	82.39	BELL
5196661201 740	Coldstream	Library Phone	Feb 13/23	82.39	BELL
5192455711(342)	Lodge	Phone	Feb 13/23	84.70	BELL
5194611150 626	Thorndale	Library Phone	Feb 13/23	93.63	BELL
5192457307(796)	Strathroy	EMS Phone	Feb 13/23	96.06	BELL
5192891084	D3	D3 Phone	Feb 27/23	97.14	BELL
5192450065	D8	D8 Phone	Feb 28/23	102.41	BELL
5192940176 (831)	D4	D4 Phone	Feb 13/23	131.63	BELL
5199518297	Trafalgar	EMS Internet	Feb 15/23	137.74	BELL
8455200600237183	Adelaide TV	EMS TV	Feb 14/23	143.45	BELL
5194345524	Fire Dispatch	Roads Fire Disp.	Feb 27/23	173.38	BELL
5196799509(791)	ADMIN LINES	EMS Phone	Feb 13/23	182.36	BELL
519371432	Parkhill	EMS Internet	Feb 09/23	185.32	BELL
519374098	Trossacks	EMS Internet	Feb 09/23	185.32	BELL
529481398	1035 Adelaide	EMS Internet	Feb 23/23	216.96	BELL
5192686267	D2	D2 Phone	Feb 27/23	223.37	BELL
5196495216	Phone 1	EMS Phone	Feb 07/23	253.10	BELL

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
519378719	COLO7212	EMS Internet	Feb 09/23	354.82	BELL
519372156	Komoka	EMS Internet	Feb 09/23	366.12	BELL
300334410	Wardsville	Library Internet	Feb 09/23	210.01	BELL
5192452520(284)	Lodge	Phone	Feb 13/23	613.91	BELL
5192450647 (103)	Strathroy	Library Phone	Feb 13/23	809.04	BELL
5192458238 (224)	Library Office	Library Phone	Feb 13/23	815.00	BELL
91 00 44 81035 4	Lodge	HEAT	Feb 13/23	33,773.32	ENBRIDGE
91 00 46 69576 6	MLPS	HEAT	Feb 01/23	374.47	ENBRIDGE
232-351910905	Delaware Library	Internet	Feb 23/23	128.81	ROGERS
232-364888105	Thorndale Library	Internet	Feb 23/23	128.81	ROGERS
232-391676407	County Building	Internet	Feb 01/23	146.89	ROGERS
232-405994702	Strathmere Lodge	Internet	Feb 01/23	186.44	ROGERS
232-405994800	Strathroy Library	Internet	Feb 24/23	158.19	ROGERS
232-421989904	340 Waterloo St	Internet	Feb 15/23	203.39	ROGERS
6-4315-1681	Komoka Library	Internet	Feb 06/23	205.57	ROGERS
7-6122-3189	Dorchester Library	Internet	Feb 17/23	157.05	ROGERS
7-9085-5928	Dorchester EMS	Internet	Feb 13/23	122.01	ROGERS
9-1215-0414	County Building	OW Cell Phone	Feb 28/23	28.25	ROGERS
CANADA REVENUE	PAYROLL	Payroll - Taxes	Feb/23	2,161,788.90	GOV'T
OMERS	STRATHMERE LODGE	Pension	Feb/23	158,992.94	OMERS
OMERS	MLPS	Pension	Feb/23	403,959.23	OMERS
OMERS	COUNTY	Pension	Feb/23	182,215.54	OMERS
VISA	MLPS	Card#1, 2, 3, 5, 6, 7, 9	Feb/23	13,014.29	VISA
VISA	MLPS	Card 1345	Feb/23	25.71	VISA
VISA	MLPS	Travel Card 1, 2, 3	Feb/23	3,356.26	VISA
VISA	MLPS	Administrative Card	Feb/23	1,363.56	VISA
VISA	MLPS	Neal Roberts	Feb/23	468.27	VISA
VISA	Warden 2021	Burghardt Jesson	Feb/23	453.15	VISA
VISA	CAO	Bill Rayburn	Feb/23	1,010.79	VISA
VISA	Clerk	Marci Ivanic	Feb/23	5,784.86	VISA
VISA	Maintenance	Steve DeCandido	Feb/23	844.26	VISA
VISA	I.T.	Chris Bailey	Feb/23	7,978.14	VISA
VISA	Library	Nadine Devin	Feb/23	991.64	VISA
VISA	Library	Lindsay Brock	Feb/23	13,598.49	VISA
VISA	Library	Liz Adema	Feb/23	1,295.92	VISA
VISA	Library	Aimee Sparzynski	Feb/23	748.74	VISA
VISA	Legal	Wayne Meagher	Feb/23	1,195.86	VISA
VISA	Ontario Works	Cindy Howard	Feb/23	1,664.51	VISA
VISA	Roads	Chris Traini	Feb/23	3,162.92	VISA
VISA	Roads	Paul Moniz	Feb/23	714.81	VISA
VISA	Roads	Jarrett Hoglund	Feb/23	932.25	VISA
VISA	Roads	Steve Gough	Feb/23	949.91	VISA
VISA	Roads	Dean Gough	Feb/23	832.17	VISA
VISA	Roads	Bill Roberts	Feb/23	395.73	VISA
VISA	FPO	John Elston	Feb/23	1,796.67	VISA
VISA	ROADS	Kyle Arruda	Feb/23	376.63	VISA
VISA	Lodge	Marcy Welch	Feb/23	1,063.79	VISA
VISA	Lodge	Brent Kerwin	Feb/23	248.70	VISA

ACCT #	LOCATION/DEPT.	DESCRIPTION	DATE	AMOUNT	PAYEE
VISA	Lodge	John Fournier	Feb/23	378.30	VISA
VISA	Economic Development	Cara Finn	Feb/23	3,521.01	VISA
		TOTAL		3,074,243.21	

Bill and Middlesex County,

Dad was very proud of his association with Middlesex County. He looked forward to every opportunity to participate in County events - even attending Inaugural Council meeting a month before his death.

Thank you to you and Middlesex County for all your support, the beautiful white rose bouquet and your donation to Littlewood United Church. It is greatly appreciated.

Janice, Linda and family.



Committee of the Whole

Meeting Date: March 28, 2023
Submitted by: Teresa Hill, Planning and Development Coordinator
Subject: Final Approval of Cudney Blue (2270942 Ontario Ltd.), Plan of Subdivision; File 39T-MC2004, Municipality of Middlesex Centre

BACKGROUND:

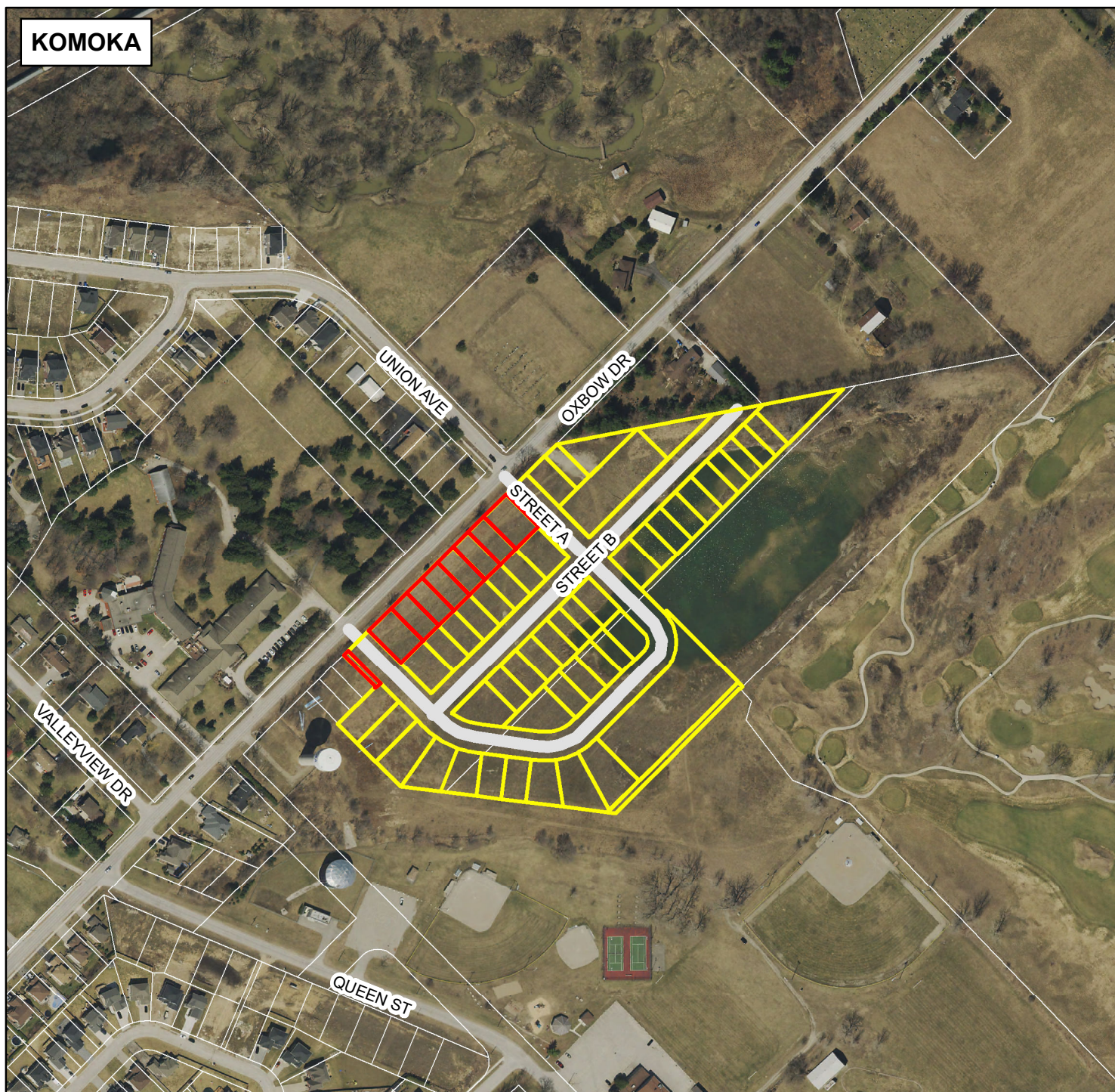
The Cudney Blue Plan of Subdivision is located in Komoka (see attached). The plan was draft plan approved in 2021 and is being developed in a phases. The first phase consists of eight lots for single detached dwellings.

ANALYSIS:

This report is to advise the Committee of the Whole that final approval was given to phase one of the Cudney Blue Plan of Subdivision. All conditions to the approval have been cleared and the Municipality of Middlesex Centre has entered into a subdivision agreement with the developer. The plans were signed by the Director of Planning and Development on February 16, 2023 and forwarded to the Land Registrar for registration.

Attachment: Location Map

KOMOKA



LOCATION MAP

Description:
FINAL PLAN OF SUBDIVISION
CUDNEY BLUE
MUNICIPALITY OF MIDDLESEX CENTRE



File Number:
39T-MC2004

Prepared by: Planning Department
The County of Middlesex, March 15, 2023.



LEGEND



-  FINAL APPROVED (PHASE 1)
-  FUTURE PHASES

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Committee of the Whole

Meeting Date: March 28, 2023
Submitted by: Durk Vanderwerff, Director of Planning and Development
Subject: Ontario Land Tribunal Appeal of Proposed Plan of Subdivision
File No. 39T-MC0902; South Winds; Middlesex Centre

BACKGROUND:

South Winds Development Co. Inc. (South Winds) are developing a 59 hectare property within Kilworth. This plan of subdivision was granted Draft Plan Approval by County Council on March 6th, 2012 and the initial development phase is largely constructed.

Since draft plan approval in 2012, this plan has been subject to several red-line amendments and the lapsing time-frame has been extended. Section 51(43) of the Planning Act provides for the applicant to appeal any of the conditions of draft plan approval to the Ontario Land Tribunal (OLT) at any point prior to final plan approval.

ANALYSIS:

South Winds has appealed to the OLT the draft plan conditions imposed by the County. The OLT will therefore essentially act in place of County Council 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.

ALIGNMENT WITH STRATEGIC FOCUS:

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

Strategic Focus	Goals	Objectives
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	Create an environment that enables the attraction and retention of businesses, talent, and investments Support the development and prosperity of downtown core areas in Middlesex County

Ministry of Health

Office of the Deputy Premier
and Minister of Health

777 Bay Street, 5th Floor
Toronto ON M7A 1N3
Telephone: 416 327-4300
Facsimile: 416 326-1571
www.ontario.ca/health

Ministère de la Santé

Bureau du vice-premier ministre
et du ministre de la Santé

777, rue Bay, 5^e étage
Toronto ON M7A 1N3
Téléphone: 416 327-4300
Télécopieur: 416 326-1571
www.ontario.ca/sante



March 1, 2023

eApprove # 182-2023-424

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

Dear Warden Jesson:

I am pleased to advise you that the Ministry of Health will provide the County of Middlesex an increase of \$33,726 in base funding, bringing total base funding to \$1,367,610 for the 2023 calendar year for the Middlesex London Paramedic Service to support inter-facility transports for critically ill neonatal and paediatric patients.

The Assistant Deputy Minister of the Emergency Health Services Division will write to the County of Middlesex shortly concerning the terms and conditions governing this funding.

Thank you for your dedication and commitment to serving this highly vulnerable and unique population.

Sincerely,

A handwritten signature in black ink, appearing to be "Sylvia Jones".

Sylvia Jones
Deputy Premier and Minister of Health

- c: Mr. Bill Rayburn, Chief Administrative Officer, The County of Middlesex
Ms. Alison Blair, Associate Deputy Minister, Health Integration and Partnerships, Ministry of Health
Ms. Susan Picarello, Assistant Deputy Minister, Emergency Health Services Division, Ministry of Health

MIDDLESEX ACCESSIBILITY ADVISORY COMMITTEE

MINUTES

(TO BE APPROVED)

Monday, March 13, 2023, 10:00 AM
Middlesex County Building
399 Ridout Street North, London

Members Present Warden Burghardt-Jesson
 Councillor Brennan
 Councillor Mayhew
 Michele Ivanouski
 Leslie-Anne Steeper-Doxtator
 Nancy Wickerson-Harmer
 Jerrica Gilbert

Also Present: Sarah Savoie, Accessibility Coordinator
 Marci Ivanic, Legislative Services Manager/Clerk
 Paul Shipway, Acting Legislative Services Manager/Clerk
 Rebecca Glavin, Legislative Services Assistant
 Scott Mairs, Director of Community Services, Middlesex Centre

1. **CALL TO ORDER**

M. Ivanic called the meeting to order at 10:00am.

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

None.

3. **APPOINTMENTS AND TERMS OF REFERENCE**

3.a Appointment of Chair and Vice Chair

Report from Marci Ivanic, Legislative Services Manager/Clerk

Leslie-Anne Steeper-Doxtator nominated Councillor Brennan for Chair.
Councillor Brennan accepted the nomination.

Councillor Brennan nominated Councillor Mayhew for Vice Chair.
Councillor Mayhew accepted the nomination.

Moved by Leslie-Anne Steeper-Doxlator
Seconded by Jerrica Gilbert

THAT Councillor Brennan be appointed Chair of the Middlesex Accessibility Advisory Committee for the 2022-2026 term of Council or until such time as replaced.

Carried

Moved by Councillor Brennan
Seconded by Leslie-Anne Steeper-Doxlator

THAT Councillor Mayhew be appointed Vice Chair of the Middlesex Accessibility Advisory Committee for the 2022-2026 term of Council or until such time as replaced.

Carried

3.b Terms of Reference Overview

Presentation from Sarah Savoie, Accessibility Coordinator

Moved by Jerrica Gilbert
Seconded by Leslie-Anne Steeper-Doxlator

THAT the Terms of Reference Overview presentation be received for information.

Carried

4. MINUTES

4.a Minutes of the April 27, 2022 meeting of the Middlesex Accessibility Advisory Committee

Moved by Councillor Mayhew
Seconded by Michele Ivanouski

THAT the Minutes of the April 27, 2022 meeting of the Middlesex Accessibility Advisory Committee be approved as presented.

Carried

5. ACTION ITEMS

5.a Joint Annual Accessibility Status Report

Report from Sarah Savoie, Accessibility Coordinator

Moved by Jerrica Gilbert

Seconded by Leslie-Anne Steeper-Doxtator

THAT the Middlesex Accessibility Advisory Committee approve the Joint Annual Accessibility Status Report 2022 and recommend that the report be forwarded to County Council for approval.

Carried

5.b Middlesex Centre Municipal Office Renovation

Presentation from Scott Mairs, Director of Community Services, Middlesex Centre

Moved by Warden Burghardt-Jesson

Seconded by Nancy Wickerson-Harmer

THAT the Middlesex Accessibility Advisory Committee recommend the following regarding the Middlesex Centre Municipal Office Renovations:

- the inclusion of an accessible exit at the back of Council Chambers.

Carried

6. CORRESPONDENCE AND INFORMATION ITEMS

6.a Middlesex Centre Accessibility Projects

Presentation from Scott Mairs, Director of Community Services, Middlesex Centre

6.a.1 Komoka Park Playground

6.a.2 Meadowcreek Park Playground

6.a.3 Poplar Hill Accessible Washroom (Enabling Accessibility Grant)

6.a.4 Komoka Community Centre Universal Washroom

6.a.5 Weldon Park AODA Parking

6.a.6 Denfield AODA Park Improvements

6.a.7 Heritage Park Improvements

Moved by Jerrica Gilbert

Seconded by Leslie-Anne Steeper-Doxtator

THAT the Middlesex Centre Accessibility Projects update presentation be received for information.

Carried

6.b General Accessibility Information Update

6.b.1 Joint Multi-Year Accessibility Plan 2022-2027

6.b.2 County Accessibility Policy

6.b.3 Accessibility Compliance Reporting

Moved by Nancy Wickerson-Harmer

Seconded by Michele Ivanouski

THAT the General Accessibility Information update presentation be received for information.

Carried

7. INQUIRIES

None.

8. NEW BUSINESS

None.

9. ADJOURNMENT

Moved by Leslie-Anne Steeper-Doxtator

Seconded by Jerrica Gilbert

THAT the meeting adjourn at 11:26 pm.

Carried

Marci Ivanic, County Clerk

Cathy Burghardt-Jesson, Warden



Committee of the Whole

Meeting Date: March 28, 2023

Submitted by: Cindy Howard, General Manager Finance and Community Services, County Treasurer and Deputy CAO

Subject: Public Sector Salary Disclosure

BACKGROUND:

Introduction

Each year, since the *Public Sector Salary Disclosure Act* was passed in 1996, the Ontario Government has published a compendium on public sector employees who were paid a salary of \$100,000 or more. Organizations that receive public funding from the Province of Ontario are required to disclose the names, positions, salaries and taxable benefits of these employees.

The purpose of this law is to provide a more open and accountable system of government. It lets taxpayers compare the performance of an organization with the compensation given to the people running it. People paid \$100,000 or more a year are usually the senior employees in an organization. It also provides taxpayers with more details on how their tax dollars are spent.

Public Sector salaries disclosed

The Act covers county and other local governments, universities and colleges, school boards, hospitals, and Crown agencies such as Ontario Place. It also applies Provincial Government ministries and members of the Assembly. Other non-profit organizations that receive a large share of their funding from the provincial government are covered as well. To determine if an organization is covered by the Act, contact the organization or the Ministry that funds it.

Compliance

All organizations that are covered by this Act must prepare a list each year of the employees who were paid \$100,000 or more the year before, with their names, positions, salaries and the value of their taxable benefits.

Each organization must make the list available on their premises, in a place where any member of the public can easily see and review it. The list must be available for inspection without charge between March 31 and December 31 of the year it is disclosed.

ANALYSIS:

The report was submitted by the deadline of March 7, 2023. The attached report includes the information that was forwarded to the Province.

Attachment

LAST NAME	FIRST NAME	POSITION	SALARY	BENEFIT	ORGANIZATION
County of Middlesex					
Arruda	Kyle	Foreman	101,703.76	608.05	County of Middlesex
Bailey	Chris	Director of Information Technology Services	133,757.55	669.90	County of Middlesex
Brock	Lindsay	Director of Library Services and CEO	130,088.15	751.84	County of Middlesex
De Schiffert	Janice	Registered Nurse	117,535.64	-	County of Middlesex
Devin	Nadine	Early Years Project Manager	106,887.00	634.72	County of Middlesex
Elston	John	Safety & Standards Officer	100,578.97	599.53	County of Middlesex
Finn	Cara	Director of Economic Development	135,245.40	798.72	County of Middlesex
Gough	Steven	Foreman	106,318.62	2,160.77	County of Middlesex
Gough	Dean	Foreman	106,322.70	860.29	County of Middlesex
Hillinger	Ryan	Engineering Supervisor	100,579.00	599.53	County of Middlesex
Hoglund	Jarett	General Road Superintendent	108,184.36	851.23	County of Middlesex
Howard	Cindy	GM Finance and Community Services/Treasurer	185,442.05	7,954.72	County of Middlesex
Ivanic	Marcia	Legislative Services Manager	104,677.66	611.23	County of Middlesex
Johnstone	Bernadette	Nursing Co-ordinator	110,675.28	750.61	County of Middlesex
Joseph	Smithamol	Registered Nurse	111,021.86	750.61	County of Middlesex
Kerwin	Brent	Strathmere Lodge Administrator	156,913.90	919.71	County of Middlesex
MacKinnon	Jennifer	Registered Nurse	101,034.41	615.96	County of Middlesex
Meagher	Wayne	Director of Legal Services	185,442.05	1,083.72	County of Middlesex
Moniz	Paul	Foreman	106,323.30	630.86	County of Middlesex
Ngai	Jessica	Director of Human Resources	139,422.30	776.98	County of Middlesex
Rayburn	William	Chief Administrative Officer	237,623.28	63,455.29	County of Middlesex
Roberts	William	Foreman	106,322.66	851.23	County of Middlesex
Samuels	David	Junior Legal Counsel	102,778.70	611.23	County of Middlesex
Sood	Somya	Junior Solicitor	113,979.38	-	County of Middlesex
Timm	Kelly	Nursing Co-ordinator	113,230.79	801.34	County of Middlesex
Traini	Chris	GM Infrastructure/County Engineer	185,442.06	15,708.62	County of Middlesex
Vanderwerff	Durk	Director of Planning and Development	145,118.90	826.07	County of Middlesex
Vergerg-Buchan	Joyce	Registered Nurse	106,707.21	-	County of Middlesex
Williams	Tim	Senior Planner	106,887.00	634.72	County of Middlesex
Winser	Joseph	Manager of Social Services	119,982.04	648.16	County of Middlesex
Middlesex London Emergency Medical Services Authority					
BENNETT	Adam	Deputy Chief of Operations	155,196.50	1,366.18	Middlesex London Emergency Medical Services Authority
BOTHWELL	Miranda	Public Education Coordinator	102,251.50	662.13	Middlesex London Emergency Medical Services Authority
CARTER	Dustin	Superintendent, Community Paramedicine	115,923.90	761.66	Middlesex London Emergency Medical Services Authority
CHAPMAN	Michael	Superintendent, Operations	125,448.30	652.80	Middlesex London Emergency Medical Services Authority
COLE-MEGARO	Kyler	Superintendent, Operations	111,889.50	727.44	Middlesex London Emergency Medical Services Authority
COOK	Steven	Superintendent, Operations	136,770.30	811.43	Middlesex London Emergency Medical Services Authority
DOLBEAR	Kelly	Commander of Logistics	139,327.70	1,404.93	Middlesex London Emergency Medical Services Authority
GRIFFITHS	Daniel	Superintendent, Operations	120,388.60	727.44	Middlesex London Emergency Medical Services Authority
HALL	Mathew	Superintendent, Operations	109,259.50	727.44	Middlesex London Emergency Medical Services Authority
HEISE	Colin	Commander, Professional Practice & System Oversight	128,812.50	1,433.25	Middlesex London Emergency Medical Services Authority
HURST	Michael	Superintendent of Operations	125,195.50	783.43	Middlesex London Emergency Medical Services Authority
IRWIN	Terry	Superintendent, Operations	139,762.80	811.43	Middlesex London Emergency Medical Services Authority
JACKLIN	Brian	Superintendent, Service Compliance	106,004.50	662.13	Middlesex London Emergency Medical Services Authority
JACKSON	Hayley	Dep. Superintendent of Comm. Paramedicine	108,626.10	613.40	Middlesex London Emergency Medical Services Authority
LOOSLEY	Jay	Superintendent, Education	118,880.90	662.13	Middlesex London Emergency Medical Services Authority
McCREARY	Lynn	Commander of Operations	129,290.60	1,195.43	Middlesex London Emergency Medical Services Authority
ONCZ	Andrew	Superintendent, Operations	112,074.60	652.80	Middlesex London Emergency Medical Services Authority
PRANGER	Shawn	Superintendent, Operations	142,683.00	811.43	Middlesex London Emergency Medical Services Authority
RENKEMA	Wayne	Deputy Ops. Supt.(Advanced)	126,325.50	673.01	Middlesex London Emergency Medical Services Authority
ROBERTS	Neal	Chief	218,321.10	1,284.21	Middlesex London Emergency Medical Services Authority
SADLER	William	Superintendent, Operations	107,003.30	652.80	Middlesex London Emergency Medical Services Authority
SMITH	Elysia	Superintendent, Operations	116,448.40	687.40	Middlesex London Emergency Medical Services Authority
SUTHERLAND	Dustin	Superintendent, Operations	120,084.30	699.45	Middlesex London Emergency Medical Services Authority
VANDYK	Paul	Superintendent, Operations	140,806.40	811.43	Middlesex London Emergency Medical Services Authority
WRIGHT	Bruce	Deputy Ops. Superintendents	105,636.10	638.80	Middlesex London Emergency Medical Services Authority
ZIMA	Timothy	Superintendent, Operations	109,893.90	652.80	Middlesex London Emergency Medical Services Authority
BELLAMY	Michael	Primary Care Paramedic	105,888.50	609.25	Middlesex London Emergency Medical Services Authority
BUHLER	Lindsay	Primary Care Paramedic	114,463.00	279.94	Middlesex London Emergency Medical Services Authority
COCHRANE	Alyson	Primary Care Paramedic	100,744.70	569.20	Middlesex London Emergency Medical Services Authority
COSTELLO	Kyle	Primary Care Paramedic	100,334.90	372.21	Middlesex London Emergency Medical Services Authority
COULTER	Kevin	Primary Care Paramedic	109,297.80	569.20	Middlesex London Emergency Medical Services Authority
CRESSMAN	Tara	Primary Care Paramedic	111,108.10	569.20	Middlesex London Emergency Medical Services Authority
DE HOEY	Jason	Primary Care Paramedic	110,271.40	609.25	Middlesex London Emergency Medical Services Authority
DeCALUWE	Kerianne	Primary Care Paramedic	119,737.70	249.97	Middlesex London Emergency Medical Services Authority
EARLE	Sean	Primary Care Paramedic	109,347.40	377.40	Middlesex London Emergency Medical Services Authority
FARAGHER	Kristen	Primary Care Paramedic	101,174.40	405.13	Middlesex London Emergency Medical Services Authority
FLAHERTY	Andrea	Primary Care Paramedic	100,026.60	609.25	Middlesex London Emergency Medical Services Authority
GLENDINGNING	Kyle	Primary Care Paramedic	101,109.50	609.25	Middlesex London Emergency Medical Services Authority
GOSLING	Cassidy	Primary Care Paramedic	104,924.50	609.25	Middlesex London Emergency Medical Services Authority
HAMMAD	Muhammad	Primary Care Paramedic	100,768.10	270.60	Middlesex London Emergency Medical Services Authority
HERBERT	Jacob	Primary Care Paramedic	102,199.00	595.90	Middlesex London Emergency Medical Services Authority
HODGINS	Tessa	Primary Care Paramedic	103,649.40	609.25	Middlesex London Emergency Medical Services Authority
HUGHES	Matthew	Primary Care Paramedic	119,147.70	609.25	Middlesex London Emergency Medical Services Authority
JACKSON	Akeem	Primary Care Paramedic	101,281.90	306.18	Middlesex London Emergency Medical Services Authority
KUPFERSCHMIDT	Joshua	Primary Care Paramedic	115,689.70	569.20	Middlesex London Emergency Medical Services Authority
LEAHY	Samantha	Primary Care Paramedic	105,559.60	609.25	Middlesex London Emergency Medical Services Authority
LESSER	Sebastian	Primary Care Paramedic	114,894.80	199.97	Middlesex London Emergency Medical Services Authority
MILNE	Daniel	Primary Care Paramedic	106,440.20	609.25	Middlesex London Emergency Medical Services Authority
MONIZ	Paul	Primary Care Paramedic	118,069.50	609.25	Middlesex London Emergency Medical Services Authority
NETO	Joshua	Primary Care Paramedic	100,197.60	279.94	Middlesex London Emergency Medical Services Authority
NORDSTROM	Lee	Primary Care Paramedic	102,898.30	609.25	Middlesex London Emergency Medical Services Authority
PARK	Jeff	Primary Care Paramedic	101,888.90	497.86	Middlesex London Emergency Medical Services Authority
PARK	Shannon	Primary Care Paramedic	121,141.80	609.25	Middlesex London Emergency Medical Services Authority
PASTORIUS	Cristina	Primary Care Paramedic	102,629.60	569.20	Middlesex London Emergency Medical Services Authority
PATON	Lindsay	Primary Care Paramedic	101,739.00	609.25	Middlesex London Emergency Medical Services Authority
RAYNER	Ryan	Primary Care Paramedic	101,640.30	566.09	Middlesex London Emergency Medical Services Authority
REGAN	Alexandra	Primary Care Paramedic	107,832.60	569.20	Middlesex London Emergency Medical Services Authority
ROBSON	John	Primary Care Paramedic	121,359.20	484.06	Middlesex London Emergency Medical Services Authority
ROCHA	Brendan	Primary Care Paramedic	114,220.30	233.28	Middlesex London Emergency Medical Services Authority
SCREPENEK	Matthew	Primary Care Paramedic	101,737.30	279.94	Middlesex London Emergency Medical Services Authority
SINN	Patty	Primary Care Paramedic, Educator	106,583.60	595.90	Middlesex London Emergency Medical Services Authority
SKELTON	Jeffrey	Primary Care Paramedic	104,795.00	609.25	Middlesex London Emergency Medical Services Authority
STINCHOMBE	Mark	Primary Care Paramedic	119,205.70	569.20	Middlesex London Emergency Medical Services Authority
SWAN	Andrew	Primary Care Paramedic	103,620.20	407.20	Middlesex London Emergency Medical Services Authority
TURNER	Rebecca	Primary Care Paramedic	101,450.20	606.40	Middlesex London Emergency Medical Services Authority
WEISS	Mark	Primary Care Paramedic	100,730.60	609.25	Middlesex London Emergency Medical Services Authority
ZETTEL	Kelly	Primary Care Paramedic	101,225.60	609.25	Middlesex London Emergency Medical Services Authority
ZETTEL	Timothy	Primary Care Paramedic	101,645.00	609.25	Middlesex London Emergency Medical Services Authority
AUSTIN	Nick	Primary Care Paramedic	106,714.40	-	Middlesex London Emergency Medical Services Authority
CUMMINGS	MacKenzie	Primary Care Paramedic	132,331.40	-	Middlesex London Emergency Medical Services Authority
FIGLIUZZI	Cassandra	Primary Care Paramedic	100,630.70	-	Middlesex London Emergency Medical Services Authority
GOMEZ	Juan	Primary Care Paramedic	110,114.30	-	Middlesex London Emergency Medical Services Authority
LITTLE	Charles	Primary Care Paramedic	102,779.30	-	Middlesex London Emergency Medical Services Authority
MATTHEWS	Taylor	Primary Care Paramedic	115,499.10	-	Middlesex London Emergency Medical Services Authority
MELO	Samantha	Primary Care Paramedic	101,723.20	-	Middlesex London Emergency Medical Services Authority
MILLAR	Jordan	Primary Care Paramedic	107,806.60	-	Middlesex London Emergency Medical Services Authority
MODZELEWSKI	Jack	Primary Care Paramedic	116,712.80	-	Middlesex London Emergency Medical Services Authority
NAKAHARA	Kate	Primary Care Paramedic	109,965.50	-	Middlesex London Emergency Medical Services Authority
ROMERO	Juan	Primary Care Paramedic	140,055.20	-	Middlesex London Emergency Medical Services Authority
ROOK	Cameron	Primary Care Paramedic	111,236.10	-	Middlesex London Emergency Medical Services Authority
RYNIEC	Sandra	Primary Care Paramedic	101,659.20	-	Middlesex London Emergency Medical Services Authority
SERPA RAMALHO	Marisa	Primary Care Paramedic	104,153.00	-	Middlesex London Emergency Medical Services Authority
STANTON	Michael	Primary Care Paramedic	104,900.30	-	Middlesex London Emergency Medical Services Authority
SWACKHAMMER	Lauren	Primary Care Paramedic	102,144.30	-	Middlesex London Emergency Medical Services Authority
BLACK	Donald	Advanced Care Paramedic	116,419.80	677.68	Middlesex London Emergency Medical Services Authority
BLACK	Daniel	Advanced Care Paramedic	103,863.20	637.63	Middlesex London Emergency Medical Services Authority
BRENNDORFER	Jodi	Advanced Care Paramedic	109,597.60	677.68	Middlesex London Emergency Medical Services Authority
DESJARDINES	Peter	Advanced Care Paramedic	105,166.20	677.68	Middlesex London Emergency Medical Services Authority
DOBBIN	Katrlry	Advanced Care Paramedic	106,952.50	792.44	Middlesex London Emergency Medical Services Authority
GATLEY	Matthew	Advanced Care Paramedic	134,794.70	677.68	Middlesex London Emergency Medical Services Authority
HARRISON	Jadon	Advanced Care Paramedic	107,146.30	659.02	Middlesex London Emergency Medical Services Authority
HAWKINS	Ronald	Advanced Care Paramedic	112,238.90	677.68	Middlesex London Emergency Medical Services Authority
HILL	James	Advanced Care Paramedic	111,466.80	677.68	Middlesex London Emergency Medical Services Authority
HILL	Josh	Advanced Care Paramedic	129,831.00	677.68	Middlesex London Emergency Medical Services Authority
HILL	Hayley	Advanced Care Paramedic	115,524.90	611.19	Middlesex London Emergency Medical Services Authority
HUNSBERGER	Shawn	Advanced Care Paramedic	112,559.80	677.68	Middlesex London Emergency Medical Services Authority
JACKSON	Lynda	Advanced Care Paramedic	114,565.00	677.68	Middlesex London Emergency Medical Services Authority
JIMSON	LT	Advanced Care Paramedic	110,244.10	677.68	Middlesex London Emergency Medical Services Authority
LABRIE	Adam	Advanced Care Paramedic	119,742.90	677.68	Middlesex London Emergency Medical Services Authority
LAVOIE	Marc	Advanced Care Paramedic	108,319.10	677.68	Middlesex London Emergency Medical Services Authority
MARSHALL	Christopher	Advanced Care Paramedic	108,750.00	677.68	Middlesex London Emergency Medical Services Authority
McCOY	Robert	Advanced Care Paramedic	104,607.10	677.68	Middlesex London Emergency Medical Services Authority
MORTIER	Christopher	Advanced Care Paramedic	109,189.30	677.68	Middlesex London Emergency Medical Services Authority
MULLEN	Lawrence	Advanced Care Paramedic	114,080.60	699.45	Middlesex London Emergency Medical Services Authority
NATVIK	Erik	Advanced Care Paramedic	107,480.00	677.68	Middlesex London Emergency Medical Services Authority
PRIOR	Tyler	Advanced Care Paramedic	108,558.90	623.64	Middlesex London Emergency Medical Services Authority
RANKIN	Julie	Advanced Care Paramedic	116,293.60	677.68	Middlesex London Emergency Medical Services Authority
RIESE	Allan	Advanced Care Paramedic	112,836.20	677.68	Middlesex London Emergency Medical Services Authority
SCHYFF	Melissa	Advanced Care Paramedic	108,723.10	677.68	Middlesex London Emergency Medical Services Authority
SEELEY	William	Advanced Care Paramedic	109,122.50	677.68	Middlesex London Emergency Medical Services Authority
SIM	Justin	Advanced Care Paramedic	112,376.90	629.86	Middlesex London Emergency Medical Services Authority
SPARROW	Nicola	Advanced Care Paramedic	110,914.60	598.14	Middlesex London Emergency Medical Services Authority
SUTTON	Sean	Advanced Care Paramedic	107,988.80	677.68	Middlesex London Emergency Medical Services Authority
TOUTANT	Alexandra	Advanced Care Paramedic	112,903.90	662.13	Middlesex London Emergency Medical Services Authority
VANDERYDT	Chris	Advanced Care Paramedic	110,003.80	677.68	Middlesex London Emergency Medical Services Authority
WILLIAMS	Tyler	Advanced Care Paramedic	106,495.30	677.68	Middlesex London Emergency Medical Services Authority
YUZIK	Aaron	Advanced Care Paramedic	113,320.50	637.63	Middlesex London Emergency Medical Services Authority



Committee of the Whole

Meeting Date: March 28, 2023

Submitted by: Cindy Howard, General Manager of Finance and Community Services\ County Treasurer\ Deputy CAO

Subject: 2023 Annual Repayment Limit

BACKGROUND:

The Ministry of Municipal Affairs prepares for each municipality its Annual Repayment Limit (ARL) respecting long term debt and financial obligations. The purpose of regulating debenture limits is to ensure that municipalities do not issue excessive amounts of debt, thereby weakening their longer-term financial strength.

ANALYSIS:

The County's repayment limit of \$12,896,438 (2022 - \$9,736,871, 2021 - \$9,540,265) represents the maximum amount which the County had available as of January 1, 2023, to commit to payments relating to debt and financial obligations. The Annual Repayment Limit is based on 25 percent of the County's net own source revenues less the annual debt charges and has been calculated on data contained in the County's 2021 Financial Information Return.

Own source revenues = total revenue fund revenues, less Ontario grants, Canada grants, and revenues from other municipalities (excludes the County Levy).

The 2023 Budget includes long-term debt payments as follows:

Strathmere Lodge	Principal	\$890,000
	Interest	\$113,705
	Total	<u>\$1,003,705</u>

If this debt repayment limit was converted to debt issued for twenty years at 5% then the County would be able to issue \$160,718,126. As at December 31, 2022, the County has

outstanding principal on Strathmere Lodge of \$3,115,000. The County of Middlesex is well within its debt limit.

2023 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

MMAH CODE:	59000
MUNID:	39000
MUNICIPALITY:	Middlesex Co
UPPER TIER:	
REPAYMENT LIMIT:	\$ 12,896,438

The repayment limit has been calculated based on data contained in the 2021 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2021 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2023

FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	160,718,126
(a)	15 years @ 5% p.a.	\$	133,860,619
(a)	10 years @ 5% p.a.	\$	99,582,878
(a)	5 years @ 5% p.a.	\$	55,834,829
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	136,625,051
(a)	15 years @ 7% p.a.	\$	117,459,651
(a)	10 years @ 7% p.a.	\$	90,579,186
(a)	5 years @ 7% p.a.	\$	52,877,943

DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

Middlesex Co

MMAH CODE:

59000

Debt Charges for the Current Year

		1 \$
0210	Principal (SLC 74 3099 01)	890,000
0220	Interest (SLC 74 3099 02)	219,904
0299	Subtotal	1,109,904
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01)	0
9910	Total Debt Charges	1,109,904

Amounts Recovered from Unconsolidated Entities

		1 \$
1010	Electricity - Principal (SLC 74 3030 01)	0
1020	Electricity - Interest (SLC 74 3030 02)	0
1030	Gas - Principal (SLC 74 3040 01)	0
1040	Gas - Interest (SLC 74 3040 02)	0
1050	Telephone - Principal (SLC 74 3050 01)	0
1060	Telephone - Interest (SLC 74 3050 02)	0
1099	Subtotal	0
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02)	0
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02)	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02)	0
1420	Total Debt Charges to be Excluded	0
9920	Net Debt Charges	1,109,904

		1 \$
1610	Total Revenue (SLC 10 9910 01)	135,036,714
Excluded Revenue Amounts		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04)	0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01)	51,101,117
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01)	46,908
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01)	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01)	1,275,438
2230	Revenue from other municipalities including revenue for Tangible Capital Assets (SLC 10 1098 01 + SLC 10 1099 01)	21,935,126
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01)	4,652,525
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01)	0
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01)	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01)	0
2253	Other Deferred revenue earned (SLC 10 1814 01)	0
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01)	0
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01)	231
2299	Subtotal	79,011,345
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged	0
2610	Net Revenues	56,025,369
2620	25% of Net Revenues	14,006,342
9930	ESTIMATED ANNUAL REPAYMENT LIMIT (25% of Net Revenues less Net Debt Charges)	12,896,438

* SLC denotes Schedule, Line Column.

Committee of the Whole

Meeting Date: March 28, 2023

Submitted by: Cindy Howard, General Manager Finance and Community Services, County Treasurer and Deputy CAO

Subject: 2022 Remuneration and Expenses

BACKGROUND:

The *Municipal Act* states as follows:

Section 284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by councillor on which the member holds office by virtue of being a member of council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

The attached report details all remuneration and expenses paid to members of County Council and Council appointees to Boards.

Attachment

**County of Middlesex
2022
Remuneration & Expenses paid to Members of Council
and Council Appointees to Boards**

Statement by Treasurer

Municipal Act - Section 284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

(a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;

(b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and

(c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

1	2	3	4
Salaries & Per diems	Travel	Convention Registration	Conventions & Expenses

Middlesex County Council

Brennan, John	\$ 25,606.33	\$ 273.24	\$ -	\$ -
Burghardt-Jesson, Cathy	29,266.93	917.21	2,332.63	5,929.78
Clarke, Sue	1,128.38	251.51	-	615.94
Cornellissen, Adrian	29,046.58	692.16	-	-
Deviet, Aina	28,536.25	464.28	574.94	3,138.94
Elliot, Kelly	25,882.20	362.60	918.17	204.65
Grantham, Colin	1,128.38	221.84	-	2,253.98
Mayhew, Allan	25,606.33	845.50	1,385.42	4,469.25
McGuire, Mike	1,128.38	205.57	-	55.00
McMillan, Sharron	1,128.38	129.75	-	-
Richards, Brad	25,886.26	447.56	940.24	2,330.01
Ropp, Brian	26,773.65	928.54	-	3,394.40
Smibert, Michelle	1,128.38	109.86	-	802.87
Smith, Kurtis	26,624.50	609.78	763.20	3,038.80
Vanderheyden, Joanne	26,716.00	296.64	1,852.65	6,428.93
Warwick, Alison	76,007.76	1,944.37	2,176.92	19,695.13
Totals	\$ 351,594.69	\$ 8,700.41	\$ 10,944.17	\$ 52,357.68

1	2	3	4
Salaries & Per diems	Travel	Convention Registration	Conventions & Expenses

Middlesex County Library Board

Adams, Ruth	\$ 2,664.10	\$ 42.70	\$ -	\$ 1,301.60
Wilkins, Marigay	2,997.62	154.94	-	1,468.36
Maudsley, Jim	2,989.50	48.80	-	1,301.60
Richards, Brad	1,330.02	-	-	-
Warwick, Alison	1,330.02	-	-	-
Totals	\$ 11,311.26	\$ 246.44	\$ -	\$ 4,071.56

1	2	3	4
Salaries & Per diems	Travel	Convention Registration	Conventions & Expenses

Middlesex Accessibility Advisory Committee

Sitlington, David	\$ 829.74	\$ -	\$ -	\$ -
Steele, Mary Jane	162.70	-	-	-
Steeper-Doxlator, Leslie-Anne	829.74	-	-	-
Ivanouski, Michelle	829.74	-	-	-
Brennan, John	829.74	-	-	-
Mayhew, Allan	829.74	-	-	-
Warwick, Alison	-	-	-	-
Totals	\$ 4,311.40	\$ -	\$ -	\$ -

Salaries & Per diems	Travel	Convention Registration	Conventions & Expenses
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Middlesex-London EMS Authority

Warwick, Alison	\$ 162.70	\$ -	\$ -	\$ -
Burghardt-Jesson, Cathy	\$ 500.28	-	-	-
Smith, Kurtis	\$ 662.98	-	-	-
Ropp, Brian	\$ 662.98	-	-	-
Turner, Stephen	\$ 662.98	-	-	-
Rayburn, Bill	\$ 662.98	-	-	-
Totals	\$ 3,314.90	\$ -	\$ -	\$ -

	Salaries & Per diems	Travel	Convention Registration	Conventions & Expenses
Planning Advisory Committee				
Warwick, Alison	\$ 162.70	\$ -	\$ -	\$ -
Cornelissen, Adrian	662.98	-	-	-
Mayhew, Allan	662.98	-	-	-
Richards, Brad	662.98	-	-	-
Maudsley, Jim	662.98	-	-	-
Brebner, Ian	662.98	-	-	-
	\$ 3,477.60	\$ -	\$ -	\$ -

	1 Salaries & Per diems	2 Travel	3 Convention Registration	4 Conventions & Expenses
Middlesex London Health Unit				
Brennan, John	\$ 1,969.37	\$ 60.20	\$ -	\$ -
Deviet, Aina	3,673.63	172.30	-	151.49
Elliott, Kelly	3,862.99	111.36	-	-
McGuire, Mike	151.49	35.96	-	-
Smibert, Michelle	151.49	24.06	-	-
Totals	\$ 9,808.97	\$ 403.88	\$ -	\$ 151.49

The above County appointees were paid directly by the Middlesex London Health Unit

**Association of Municipalities of Ontario
AMO Board and MEPCO Chair**

DeViet, Aina - expenses

\$ 5,958.22

Cindy Howard, CPA,CA
General Manager, Finance and Community Services
March 27, 2023

THE CORPORATION OF THE COUNTY OF MIDDLESEX
BY-LAW #7218

A BY-LAW to prescribe a Tariff of Fees for processing applications in respect to planning matters.

WHEREAS

- A. Subsection 1 of Section 69 of the *Planning Act*, RSO 1990 Chapter P.13 as amended, empowers the Council of a municipality to pass by-laws prescribing a tariff of fees for the processing of applications made in respect of planning matters; and
- B. The Corporation of the County of Middlesex deems it appropriate to prescribe a tariff of fees for the processing of applications made in respect of planning matters.

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

- a) That the tariff of fees for the County of Middlesex for the processing of applications made in respect of planning matters is as listed on *Schedule “A”*
- b) That By-law #6883 is hereby repealed.
- c) This by-law shall come into force and effect on May 1st, 2023.

Passed in Council this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marci Ivanic, County Clerk

SCHEDULE 'A'
SUBJECT APPLICATIONS AND TARIFF OF FEES

Subject Application	Fee
Amendment to County Official Plan	\$5,000
Adopted Municipally Initiated Amendment to Local Official Plan	\$0
Adopted Privately Initiated Amendment to Local Official Plan	\$1,500
Plan of Subdivision / Condominium Application	1-20 lots/units \$5,000 21-50 lots/units \$6,000 51+ lots/units \$7,000
Plan of Condominium Exemption, Conversion, Amalgamation, or Amendment to a Final Approved Plan	\$3,000
Change to Plan of Subdivision / Condominium Conditions (Red-Line Amendment)	\$1,500
Minor Change to Plan of Subdivision / Condominium Conditions (Minor Red-Line Amendment)	\$500
Extension of Draft Approval Plan of Subdivision / Condominium	\$500
Plan of Subdivision / Condominium Final Plan Approval	\$500
Exemption from Part Lot Control	\$200

<p>The applicant shall be required to reimburse the County for the fees and expenses, if any, of the County’s peer review professionals related to technical studies / reports determined necessary by the Director of Planning and Development. Technical studies / reports include but are not limited to: address planning matters such as a planning justification report, relating to environmental and natural matters such as a development assessment report or a hydrogeology study, to address transportation matters such as a traffic impact assessment, to address servicing and infrastructure matters such as a functional servicing report, and to address nuisance and hazard matters such as a noise assessment study.</p>
<p>The applicant shall be responsible for all actual costs incurred by the County in relation to any Ontario Land Tribunal activities unless the activities are as a result of an appeal by the applicant.</p>
<p>It is noted that the local municipality and the conservation authority may also collect fees associated with their review of applications. It is the applicant’s responsibility to pay any such fees.</p>
<p>Where a plan of subdivision / condominium application includes future development blocks, the lots/units for the development shall be equivalent to the anticipated future development yield for those blocks.</p>

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7219

A BY-LAW to amend By-law #7204, being a by-law to appoint Board Members to the MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY, operating as the MIDDLESEX-LONDON PARAMEDIC SERVICE (hereinafter referred to as, the "**Authority**", operating as MLPS")

WHEREAS:

- A. The Corporation of the County of Middlesex (the "**County**"), acting through County Council, has been responsible for all matters related to the management, governance, administration, and operation of land ambulance services across the geographic area of the County of Middlesex and the City of London continuously since 1999;
- B. The County, pursuant to Ministerial Order under the *Ambulance Act*, R.S.O. 1990, c. A.19, as amended or replaced (the "*Ambulance Act*"), dated January 5, 2000, is the designated delivery agent (manager) of land ambulance services in the designated geographic service area of the County of Middlesex and the City of London (the "Service Delivery Area");
- C. The Authority, operating as MLPS, is a municipal service board of the County, created pursuant to section 196 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended or replaced (the "*Municipal Act*"), which has been in operation since October 11, 2011 and provides land ambulance services as directed by the Chief of MLPS to the satisfaction of County Council within the geographic boundaries of the Service Delivery Area;
- D. The Board of the Authority, operating as MLPS is a land ambulance services oversight and advisory Committee of County Council, which may make advisory recommendations to County Council as a Committee of County Council;
- E. Section 13(d) of Middlesex County Council By-law #7072 (the Authority, operating as MLPS creation By-law) and subsection 5.6 of the Council County approved Terms of Reference of the Authority, operating as MLPS, denote that the appointment of Members to the Board of the Authority, both voting and non-voting, are made by County Council in its sole and absolute discretion and that Board Members may be removed by County Council in its sole and unfettered discretion;
- F. On December 13, 2022, County Council resolved to appoint five (5) voting Members, one whom shall serve as Executive Chair, and one (1) non-voting Member and Secretary to the Board of the Authority, operating as MLPS;
- G. Subsection 5(3) of the *Municipal Act* provides that a municipal power shall be exercised by by-law and section 10 of the *Municipal 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. The above recitals are true and hereby incorporated into this By-law by reference.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7219 PAGE 2

2. The provisions of By-law #7204, which is attached hereto as *Schedule "A"* and forms a part of this Amending By-law #7219, are incorporated mutatis mutandis into this by-law. By-law #7204 shall continue in full force, subject to the changes herein.
3. That Section 6 of By-law No. 7204 is hereby deleted in its entirety and replaced with the following:
 - i. That Paul Shipway is hereby appointed to the Board of the Authority, operating as MLPS, as a non-voting member and shall serve as Secretary.
4. This By-law shall become effective immediately upon its passing.

PASSED IN COUNCIL this 28TH day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marcia Ivanic, County Clerk

Schedule "A"

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7204

A BY-LAW to appoint Board Members to the MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY, operating as the MIDDLESEX-LONDON PARAMEDIC SERVICE (hereinafter referred to as, the "**Authority**, operating as MLPS")

WHEREAS:


- A. The Corporation of the County of Middlesex (the "**County**"), acting through County Council, has been responsible for all matters related to the management, governance, administration, and operation of land ambulance services across the geographic area of the County of Middlesex and the City of London continuously since 1999;
- B. The County, pursuant to Ministerial Order under the *Ambulance Act*, R.S.O. 1990, c. A.19, as amended or replaced (the "*Ambulance Act*"), dated January 5, 2000, is the designated delivery agent (manager) of land ambulance services in the designated geographic service area of the County of Middlesex and the City of London (the "Service Delivery Area");
- C. The Authority, operating as MLPS, is a municipal service board of the County, created pursuant to section 196 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended or replaced (the "*Municipal Act*"), which has been in operation since October 11, 2011 and provides land ambulance services as directed by the Chief of MLPS to the satisfaction of County Council within the geographic boundaries of the Service Delivery Area;
- D. The Board of the Authority, operating as MLPS is a land ambulance services oversight and advisory Committee of County Council, which may make advisory recommendations to County Council as a Committee of County Council;
- E. Section 13(d) of Middlesex County Council By-law #7072 (the Authority, operating as MLPS creation By-law) and subsection 5.6 of the Council County approved Terms of Reference of the Authority, operating as MLPS, denote that the appointment of Members to the Board of the Authority, both voting and non-voting, are made by County Council in its sole and absolute discretion and that Board Members may be removed by County Council in its sole and unfettered discretion;
- F. On October 13, 2020, County Council resolved to appoint five (5) voting Members, one whom shall serve as Executive Chair, and one (1) non-voting Member and Secretary to the Board of the Authority, operating as MLPS;
- G. Subsection 5(3) of the *Municipal Act* provides that a municipal power shall be exercised by by-law and section 10 of the *Municipal Act* provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

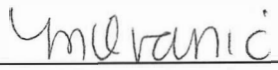
NOW THEREFORE the Council of The Corporation of the County of Middlesex enacts as follows:

- 1. That William Arthur Rayburn be hereby be appointed to the Board of the Authority, operating MLPS, as a voting member and shall serve as Executive Chair;
- 2. That Catherine Burghardt-Jesson be hereby appointed to the Board of the Authority, operating as MLPS, as a voting member;

3. That Brian Ropp be hereby appointed to the Board of the Authority, operating as MLPS, as a voting member;
4. That Michael McGuire be hereby appointed to the Board of the Authority, operating as MLPS, as a voting member;
5. That Susan Stevenson be hereby appointed to the Board of the Authority, operating as MLPS, as a voting member;
6. That Marcia Ivanic is hereby appointed to the Board of the Authority, operating MLPS, as a non-voting member and shall serve as Secretary;
7. That By-law #7071 is hereby repealed upon the passing of this By-law; and
8. This By-law shall become effective immediately upon its passing.

PASSED IN COUNCIL this 13th day of December, 2022.


Cathy Burghardt-Jesson, Warden


Marcia Ivanic, County Clerk

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7220

A BY-LAW to appoint Paul Shipway, Acting Manager of Legislative Services/Clerk of the Corporation of the County of Middlesex.

WHEREAS Section 228 (1) of the *Municipal Act 2001*, S.O. 2001 c. 25, provides that the Council shall by by-law appoint a Clerk whose duty it is:

- A. to record, without note or comment, all resolutions, decisions and other proceedings of the council;
- B. if required by any member present at a vote, to record the name and vote of every member voting on any matter or question
- C. to keep the originals or copies of all by-laws and of all minutes of the proceedings of the council;
- D. to perform the other duties required under this Act or under any other Act; and
- E. to perform such other duties as are assigned by the municipality.

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

1. That Paul Shipway is hereby appointed Acting Manager of Legislative Services/Clerk, County of Middlesex, effective March 13, 2023 and the position description is attached hereto as **Schedule "A"**.
2. That the Acting Manager of Legislative Services/Clerk, subject to procedural, organizational and other requirements of Council, shall:
 - a) record, without note or comment, all resolutions, decisions and other proceedings of the council;
 - b) if required by any member present at a vote, record the name and vote of every member voting on any matter or question
 - c) keep the originals or copies of all by-laws and of all minutes of the proceedings of the council;
 - d) perform the other duties required under this Act or under any other Act; and
 - e) perform such other duties as are assigned by the municipality.
3. That Paul Shipway shall be paid such salary or other remuneration as Council shall from time to time determine.
4. Pursuant to Section 228(4) and (5) of the *Municipal Act, 2001*, S.O. 2001 c. 25, the Clerk may delegate in writing to any person other than a member of council, any of the Clerk's powers and duties under the *Municipal Act, 2001* or any other Act, and that in spite of this delegation, the Clerk may continue to exercise the delegated powers and duties.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7220 PAGE 2

PASSED IN COUNCIL this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marcia Ivanic, County Clerk

SCHEDULE “A”

CORPORATION OF THE COUNTY OF MIDDLESEX POSITION DESCRIPTION

TITLE:	Legislative Services Manager/Clerk		
DEPARTMENT:	Administration		
REPORTS TO:	Chief Administrative Officer		
EFFECTIVE DATE:	September 2022	POSITIONS SUPERVISED:	Three

POSITION SUMMARY:

Reporting to the Chief Administrative Officer, the Legislative Services Manager/Clerk is a contact for internal and external customers, relating to matters pertaining to Council and Administration. This position has regular contact with County Council and is responsible for administering the production of agendas; attending Council/Committee meetings to perform recording secretary duties; drafting and updating bylaws, policies, and procedures; and Commissioner of Oaths duties.

The Legislative Services Manager/Clerk also serves as the primary contact for all matters pertaining to the interpretation and application of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

PRINCIPLE RESPONSIBILITIES:

- Provides overall leadership and direction to Legislative Services staff, including work planning, scheduling, staff mentoring/coaching and monitoring of working conditions.
- Provides advice to Council on the proper conduct of all meetings of the Municipal Council and fulfils the statutory duties of the Clerk under the *Municipal Act*.
- Attend meetings of Council and committees of Council, ensures meetings are conducted according to the County's Procedural By-law and makes observations, suggestions and recommendations on statutory matters.
- Maintains the County's administrative policies, operational procedures and legislative programs, including: reviewing administrative procedures and processes, and developing and implementing improvements.
- Provides advice to Legislative Services staff, committee members and Council, including explanation and interpretation of by-laws, meeting protocols, procedures and rules of order, and legislative requirements.
- Prepares the Department's annual project-based business plan and budget tied directly to the Strategic Plan and participates in the budget process with Council.

- Maintains best practices and protocols regarding Council meeting administration, corporate records management, and keeps current on legislative changes that affect local government.
- Establishes operating procedures, work methods and standards covering the delivery of services in the areas of Council meetings, public notices, corporate records management, and carries out corrective action as required.
- Oversees the process of meeting scheduling, preparation and distribution of agendas and materials for Council/Committee/Board and public hearings; by-law preparation; distribution of all supporting material and minutes, decisions, instructions, and resolutions of Council to appropriate parties.
- Acts as Commissioner of Oaths and Affidavits.
- Maintains custody of the County Seal, processes official documents related to land transactions, contracts, leases and agreements.
- Acts as the Privacy Officer for the County and Middlesex-London Paramedic Services, and provides advice and interpretation of legislation to Council and Corporate staff.
- Provides advice and consultation to staff related to the collection, use, disclosure, storage and security of personal information as required under the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* and the *Personal Health Information Protection Act (PHIPA)*, and develops solutions that balance business needs with privacy requirements and other related risks.
- Processes, analyzes, and makes access decisions for Freedom of Information (FOI) requests received under MFIPPA.
- Prepares responses to the Information and Privacy Commissioner (IPC) relative to MFIPPA.
- Conducts privacy breach investigations, prepares breach reports, and provides breach notification to affected individuals and the Information and Privacy Commissioner (IPC).
- Provides advice to staff at Middlesex-London Paramedic Service on matters relating to Freedom of Information Requests under the *Personal Health Information Protection Act (PHIPA)*.
- Provides guidance and advice to the Accessibility Coordinator for the County to ensure compliance under the *Accessibility for Ontarians with Disabilities (AODA)*.
- Oversees all aspects of corporate records management for the County, including

minutes of Council/Committee meetings, and original Contracts and Agreements.

- Maintains an up-to-date database of all Council resolutions, including status updates.
- Attends meetings of department heads, management meetings, and sits on certain internal and external committees.
- Coordinates and organizes various corporate and departmental events (meetings, board functions, workshops, information sessions, annual golf tournament, etc.) and manages the budgets assigned to these events.
- Develops and implements internal and external corporate communications plans and strategies.
- Research, write, edit and distribute media relations materials, including media releases, key messages, media guides and media notes.
- Provide media relations support in order to build and enhance relationships with reporters, editors and content producers by acting as the liaison between the media and the County.
- Provides guidance and advice to the senior management team on corporate communications.
- Manages and monitors the County's website and social media presence as it relates to content and compliance.
- Reviews design work and content creation prepared by Communications staff to ensure accuracy of key message and branding.
- Prepares reports, briefing notes, speeches, and presentations, for the Chief Administrative Officer and Warden, as directed.
- Develops and delivers comprehensive AODA and Privacy training for staff, Department Heads and Council.
- Carries out and provides research, expertise and analysis on legislation, policies and briefing materials received by the County.
- Explores all possible areas of funding to ensure that the maximum number of grants are obtained to minimize the costs to the Legislative Services department and the County.
- Provides assistance in the writing of grant applications to the Federal/Provincial governments funding agencies.

- Undertakes special projects and performs other duties as assigned, in accordance with departmental and corporate objectives.

MINIMUM QUALIFICATIONS

Education & Experience

- A degree in Public Administration, Law, or Political Science, including course work in municipal government.
- Minimum five (5) years' experience in a supervisory role in a municipal administration, preferably in a Municipal Clerk's Office.
- Valid driver's license and access to a vehicle as required to attend events, meetings or otherwise.
- Current Criminal Record Check with a Vulnerable Sector Screening that is satisfactory to the County of Middlesex.

Knowledge, Skills and Abilities

- Ability to function efficiently with limited direction, to establish and maintain effective working relationships with municipal officials and other employees, and to meet and successfully serve the public on a continuing basis with professionalism, integrity, tact and diplomacy.
- Thorough knowledge of related legislation such as Municipal Act 2001, Municipal Freedom of Information and Protection of Privacy Act, Municipal Elections Act, Accessibility for Ontarians with Disabilities Act, Planning Act.
- Superior written and verbal communication skills, including thorough knowledge of business and technical English, spelling, and language.
- Thorough administrative, organizational, strategic and analytical thinking, problem solving and project management skills.
- Ability to research, interpret, and provide advice and guidance on a variety of legislative, legal and administrative matters relating to areas of responsibility.
- Ability to provide direction and leadership in the provision of legislative, governance and administrative services in accordance with statutory requirements.
- Ability to deal with highly sensitive and confidential issues.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7221

A BY-LAW to approve and authorize the Warden and the Clerk to execute an Agreement between the Corporation of the County of Middlesex and LEADS Employment Services London Inc.

WHEREAS

- A. Council adopted a recommendation on March 28, 2023, to introduce a by-law to:
 - (i) Authorize and approve an Agreement between the Corporation of the County of Middlesex and LEADS Employment Services London Inc. effective April 1, 2023; and
 - (ii) Authorize the Warden and the Clerk to execute the Agreement.
- 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. THAT the Service Agreement between the Corporation of the County of Middlesex and LEADS Employment Services London Inc., attached hereto as *Schedule "A"*, be approved.
- 2. That the Warden and the County Clerk be hereby authorized to sign and enact the Service Agreement between the Corporation of the County of Middlesex and LEADS Employment Services London Inc., attached hereto as *Schedule "A"*.
- 3. That this By-law will come into force and take effect on March 28, 2023.

Passed in Council this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marcia Ivanic, County Clerk

AGREEMENT

THIS AGREEMENT made in duplicate this 28th day of March, 2023.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

hereinafter called the "County"
OF THE FIRST PART
- and -

LEADS EMPLOYMENT SERVICES LONDON INC.

hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Employment Placement Agency is willing to participate in the County's Ontario Works program and to provide services to Ontario Works recipients.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Agency and the County mutually covenant and agree as follows:

1. PURPOSE

1.1 For the purposes of this Agreement, the Agency agrees to provide Employment Assistance and Placement Services for Ontario Works participants in accordance with the legislation, regulations and guidelines of the Ontario Works program.

2. STATUS AND SERVICES OF SERVICE PROVIDER

2.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide job placement and employment services agency.

2.2 The Service Provider shall provide services for eligible Ontario Works participants and low-income families in accordance with the Ontario Works Act and Regulations passed thereunder, and any program requirement of the County.

2.3 The Service Provider agrees to accept referrals for placement services from the County.

2.4 The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide employment assistance services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.

2.5 No additional services other than those described herein are contracted for hereunder.

2.6 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act S.C. 1996, c. 23; The Workers' Compensation Act R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.

2.7 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the County of Middlesex Ontario Works Program.

2.8 The Service Provider acknowledges and agrees; that the length of time any one Ontario Works participant is registered should not exceed 12 months, without the continuing consent of the County.

2.9 The Service Provider shall have available for inspection by the Director of Social Services or their designate verification that the Service Provider complies with all conditions of this Agreement.

2.10 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

3. OBSERVANCE OF THE LAW AND INDEMNITY

3.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

3.2 The Service Provider hereby indemnities and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

3.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

4. COMPENSATION

4.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

4.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. The Service Provider agrees to provide monthly billings no later than the 16th day of each month to Middlesex Ontario Works. All records and accounts of the Service Provider associated with this placement shall be open to inspection by the Director of Social Services or their designate at all times. Failure to comply with this section will be grounds for immediate termination of this Agreement at the discretion of the County.

4.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.

4.4 All invoices shall be submitted to the Director of Social Services or their designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the accounts by the dates specified in Section 4.2 will result in the withholding of any payments until such time as accounts are processed.

4.5 No payments shall be due or payable under this Agreement unless such payments are eligible for subsidy from the Province of Ontario under the Ontario Works Act and the Regulations made thereunder.

5. INDEMNIFICATION

5.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

6. INSURANCE

6.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.

6.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.

6.3 The Service Provider shall, at its expense, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with providing services, including Passenger Hazard in the amount of ONE MILLION (\$1,000,000.00) DOLLARS, including ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

6.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.

6.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said services.

7. CONFIDENTIALITY

7.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards. Employment Placement Agencies providing placements will be required to obtain a participant's written consent prior to disclosure of information and from advising other employees of the status of the client. Any media stories concerning Ontario Works will be screened to the best of its ability by the County to ensure specific clients cannot be identified. No participant will be allowed to be photographed without their prior written consent.

7.2 The Service Provider agrees to ensure that all employers and placement hosts:

- i) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
- ii) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
- iii) have an Accommodation Policy in accordance with the Ontario Human Rights Code.

7.3 The Service Provider acknowledges that if human rights issues are raised, proof of compliance lies with the employer or placement host.

7.4 The Service Provider agrees to meet with the County staff, prior to the commencement of this Agreement, to fully discuss all matters of confidentiality.

7.5 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.

7.6 Failure to comply to Section 7 shall lead to immediate termination of this Agreement.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 The Service Provider agrees to ensure that all placement employers and hosts are in compliance with all applicable Federal and Provincial Occupational Health and Safety legislation, regulations, and any other relevant standards.

9. LABOUR RELATIONS

9.1 The Service Provider acknowledges that all paid employment placements must be in compliance with all applicable labour relations legislation and any collective agreements.

10. CONFLICT OF INTEREST

10.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:

- i) in any contracts or proposed contracts with Municipal or other Corporations; or

- ii) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose their interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

11. TERM OF AGREEMENT

11.1 This Agreement will have been deemed to commence on April 1st, 2023 and continue for a period of nine months to December 31st, 2023, renewable upon the written offer and acceptance by both parties herein, up until March 31, 2024 at which time a new contract will be required.

12. TERMINATION

12.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.

12.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or their designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of the Ontario Works Act or Regulations made thereunder, or of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.

12.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

13. ANNUAL REVIEW

13.1 The County reserves the right, in addition to the monthly monitoring, to conduct an annual review to ensure that the Service Provider is complying with the legislation, regulations and standards of the Ontario Works program and County requirements.

14. APPENDICES

14.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Dedicated Services Schedule

Appendix B - Fee and Billing Schedule

[ONE (1) SIGNATURE PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at the
City of London, in the County of Middlesex
this 28th day of March, 2023

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Cathy Burghardt-Jesson, Warden

Marci Ivanic, Legislative Services
Manager/Clerk

**LEADS EMPLOYMENT SERVICES
LONDON INC.**

In the present of:

Witness: _____

Name/Title

Witness: _____

Name/Title

APPENDIX A

Dedicated Services Schedule

LEADS will provide the Skills That Work program to 25 new clients annually.

Skills That Work Components

- Referral, screening and assessment
- Employment action plan
- Individualized/customized life skills development services
- Employment planning/intensive and supported career exploration
- Community placement/volunteer placement
- Mentoring opportunities
- Job shadowing/job trials
- Work experience placement
- Coaching supports
- Final plan of action
- Post participation follow up where applicable

Fee for service component

- Job coaching, as required, at the rate of \$55.00 per hour, mileage at \$0.47 per kilometer.

APPENDIX B

Fee and Billing Schedule

The maximum annual value of the basic contract will be \$29,107.50 (twenty-nine thousand, one hundred and seven dollars and fifty cents), based on utilizing the services of sufficient staff to provide the services to the County’s clients and shall be paid in the following manner:

Basic Contract	\$ 29,107.50
Payable in monthly instalments of	\$ 3,234.17

Mileage is to be calculated quarterly at \$0.47 per kilometer up to a max of \$2,290 per quarter (\$6,870 for the term of this contract)

Any funds not being used for the above intended purposes must be approved by the County prior to any issuance.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7222

A BY-LAW to approve and authorize the Warden and the Clerk to execute an Agreement for Professional Timber Harvesting Services between the Corporation of the County of Middlesex and Townsend Lumber Inc.

WHEREAS

- A. Council adopted a recommendation on March 28, 2023, to introduce a by-law to:
 - (i) Authorize and approve an Agreement for Professional Timber Harvesting Services between the Corporation of the County of Middlesex and Townsend Lumber Inc. effective April 1, 2023; and
 - (ii) Authorize the Warden and the Clerk to execute the Agreement.
- 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. THAT the Agreement for Professional Timber Harvesting Services between the Corporation of the County of Middlesex and Townsend Lumber Inc., attached hereto as *Schedule "A"*, be approved.
- 2. That the Warden and the County Clerk be hereby authorized to sign and enact the Agreement for Professional Timber Harvesting Services between the Corporation of the County of Middlesex and Townsend Lumber Inc., attached hereto as *Schedule "A"*.
- 3. That this By-law will come into force and take effect on March 28, 2023.

Passed in Council this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marcia Ivanic, County Clerk

AGREEMENT FOR PROFESSIONAL TIMBER HARVESTING SERVICES

MEMORANDUM OF AGREEMENT made this 28th day of March, 2023

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called the "County")

THE PARTY OF THE FIRST PART

- and -

TOWNSEND LUMBER INC.
(hereinafter called the "Logging Firm")

THE PARTY OF THE SECOND PART

Collectively hereinafter referred to as "the Parties"

WHEREAS the County is the registered owner of lands described as

- **CON 2 PT LOT 22 TO 24**, Limerick Road, geographic Township of Southwest Middlesex, Roll Number 390600102003600, otherwise known as the McMaster Tract of the Skunks Misery Forest and the lands described as
- **CON 2 PT LOT 22 TO 24**, Coltsfoot Drive, in the geographic township of Southwest Middlesex, Roll Number 390600102003600, otherwise known as the Bayne Tract of the Skunks Misery Forest (hereinafter "the Lands");

AND WHEREAS the County intends to proceed with the harvesting of marked timber on the Lands as outlined in County of Middlesex Tender #W2023B (hereinafter "the Project");

AND WHEREAS Middlesex County has requested and the Logging Firm agrees to provide the professional timber harvesting services required for the Project;

AND WHEREAS the County is a Municipal corporation governed by Warden and Council and is operated by administration, which is hereby authorized to administer this Agreement in its entirety, including, but not limited to decisions with respect to the operation and termination of this Agreement, in accordance with its provisions.

NOW THEREFORE WITNESSETH that for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which the Parties acknowledges as sufficient, the Parties do hereby agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Recitals

The above recitals are true and are incorporated into this Agreement.

Covenants

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

1.03 Retainer

The County retains the professional timber harvesting services of the Logging Firm in connection with the Project. The Logging Firm agrees to provide the timber harvesting services (hereinafter "the Services") under the general direction and control of the County. The details of the Services are set out in Article 2 (2.01-2.06) of this Agreement.

1.04 Compensation

In addition to providing the Services, the Logging Firm shall provide payment to the County in the amount of One million dollars (\$1,000,000.00) (the "Payment"). The County in return for the Services and the Payment, shall allow the Logging Firm to take possession and ownership of the merchantable material resulting from the Project.

The County shall cash the certified cheque deposit (provided with the Tender submission) in the amount of \$11,375.00 of the Payment prior to the commencement of the Services. The Logging Firm will provide the remaining 75% of the Payment (\$34,125.00) by certified cheque prior to the commencement of the Services and within six (6) months from the date the tender is awarded to the Logging Firm by County Council.

The Logging Firm acknowledges that:

- a) possession and ownership of the merchantable material resulting from the Project is the only compensation owed to the Logging Firm, its employees and/or its subcontractors by the County and the County does not warrant any amount of profit to the Logging Firm, its employees and/or subcontractors; and
- b) the Logging Firm is fully responsible for any and all costs incurred by the Logging Firm, its employees and/or any of its subcontractors incurred to access, cut and remove the marked timber, including but not limited to the costs for equipment, materials, labour, overtime, overhead, vehicle use, travelling and living expenses, telephone charges, transmission, printing, reproductions, photography, tender preparation, meetings, special delivery and/or express charges, the cost of providing and maintaining site offices.

1.05 Staffing and Methods

The Logging Firm shall:

- a) perform the Services required by this Agreement;
- b) employ only competent staff and subcontractors* who at all times will be under the supervision of a senior member of the Logging Firm's staff;
- c) ensure that its employees and subcontractors*:

- i. perform the Services to the degree of care, skill and diligence of a professional logger/tree harvesters;
 - ii. are at all times, in compliance with all Federal, Provincial and Municipal laws, statutes, regulations and by-laws and codes of conduct relevant to the cutting and sale of timber;
 - iii. without limiting 1.05(c)(ii) above, take no action that is contrary to the County's Forest Operational Plan 2012-2016 or the County's Woodlands Management Plan 2002-2021; and
- d) be fully responsible for one hundred percent (100%) of the work undertaken by any and all of its employees and sub-contractors*.

**Only subcontractors listed on the List of Subcontractors on the completed Tender Response Form shall be allowed to work on the Project, as outlined in Section 1.11 of this Agreement.*

1.06 Ownership and Vesting of Timber Property

The County and the Logging Firm hereby agree that once timber is cut by the Logging Firm, all ownership in the timber shall vest with the Logging Firm immediately when cut, and once cut, shall no longer be the property of the County, and will be at the risk of the Logging Firm.

The Parties further agree that at the end of the Project, the Lands and all uncut timber thereon remains the property of the County. Further, the ownership of any cut and/or piled wood which is left on the Lands shall revert back and to and vest with the County and may be resold by the County with no refund being owed to the Logging Firm.

1.07 Changes, Alterations and Additional Related Services

With the consent of the Logging Firm, the County may in writing and at any time after the execution of the Agreement, delete, extend, increase, vary or otherwise alter the Services required to be performed pursuant to this Agreement. In the event that any of the Services are deleted, extended, increased, varied or otherwise altered, the Parties shall cause this Agreement to be amended accordingly.

Any compensation owed to the County by the Logging Firm for the cutting of any extra trees, if agreed to, shall be based on the amount of the bid in the Logging Firm's Proposal reduced to per cubic meter and applied to the extra trees accordingly. Payment would be required to be received by the County within two (2) months of the County's invoice date.

1.08 Termination and Damages

1.08.01 Termination by County Without Cause

The County may at any time and without cause, terminate the Services of the Logging Firm for any reason by providing notice to the Logging Firm. Upon receipt of notice of termination from the County, the Logging Firm shall cease work immediately and perform no further services other than those reasonably necessary to close out its services. In the Services of the Logging Firm are terminated by the County on a without cause basis, the Logging Firm shall be entitled to ownership of the merchantable material cut up to the date and time of the termination and to a

refund of the portion of its Payment to the County representing the merchantable material unable to be cut by the Logging Firm.

In the event the County terminates the services of the Logging firm without cause, no compensation other than the compensation described above shall be owed by the County to the Logging Firm and the Logging Firm does hereby fully release the County, its employees and/or Councillors from any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from the termination.

1.08.02 Breach by Logging Firm

Stop Work and Possible Termination

In the event the Logging Firm breaches any term of this Agreement, the County may order all work to cease and/or the Agreement may be terminated at the election of the County, without any compensation owed being owed by the County to the Logging Firm.

Funds Retained; Additional Damages Available

If this Agreement is terminated by the County as a result of a breach by the Logging Firm, the County shall retain the full amount of the Payment and such retention by the County shall not limit or bar the County's ability to seek additional compensation for damages. The Logging Firm acknowledges that the retention of Payment by the County in the event of breach by the Logging Firm constitutes at least partial compensation for the cost of delay and administrative costs associated with administering an additional request for tender and is not a penalty.

Ineligibility to Contract Possible

In the event the Logging Firm breaches this Agreement, it may at the election of the County, be ineligible to contract with the County further for a period of time determined by the County.

Abandonment of Project by Logging Firm

In addition to and without limiting any other provision of this Agreement and subject to section 1.07 of this Agreement, in the event the Logging Firm prior to the completion of the Services and without the written consent of the County, breaches this Agreement by either:

- a) ceasing performance of the Services; or
- b) dissolving as a corporation; or
- c) ceasing operations;

this Agreement shall terminate as of the earliest date upon which the Logging Firm either ceases performance the Services, dissolves, or ceases operations. In the case where the Logging Firm ceases performance, dissolves or operations as indicated above, the County shall retain the full amount of Payment. The Logging Firm acknowledges that the retention of Payment by the County under the circumstances above constitutes compensation for the cost of delay and administration an additional tender and is not a penalty.

Additional Damages in Event of Article 2 Breach

In addition to and without limiting any other provision of this Agreement, in the event that the Logging Firm fails to adhere to the requirements contained within the entirety of Article 2 (2.01-2.06) of this Agreement, the Logging Firm shall pay to the County the following additional amounts, which the Logging Firm acknowledges constitutes compensation for lost resources and/or services required to be engaged by the County to rectify the breach and does not constitute a penalty:

- a) the sum of \$500.00 for each unmarked tree which is cut down, destroyed or damaged by the Logging Firm, its employees or its subcontractors;
- b) the additional sum of \$2.00 for each piece of merchantable timber taken from an unmarked tree;
- c) the sum of \$50.00 for each lodged tree remaining on the Lands;
- d) the sum of \$10.00 for each high stump remaining on the Lands; and
- e) the sum of \$68.00.00 for each tree not felled which was marked for cutting.

1.09

Liability and Indemnification

The Logging Firm acknowledges and agrees that while it is present on the Lands and performing the Services, it will be the primary occupier of the Lands and that it shall prevent all unauthorized persons from coming onto the Lands and from being injured thereon. In addition, it acknowledges, as indicated in Section 1.06 that it shall be the owner of all cut timber once it is cut. The Parties acknowledge that despite of the County being the owner of the Lands, in no event shall the County be responsible for any liability arising out of or that is in any way related to:

- a) any bodily injury, death or property damage or any incidental, indirect, special or consequential damages to anyone for any claim, demand or action against the County, its Councillors, officers, employees, agents or consultants and/or against the Logging Firm, its employees and/or subcontractors which in any manner arises out of or are any manner related to:
 - i) this Agreement;
 - ii) the execution of Services by the Logging Firm its employees and/or subcontractors;
 - iii) damages incurred while the Logging Firm, its employees and/or subcontractors are providing the Services and are the primary occupiers of the Lands; and/or
 - iv) damages incurred as a result of the Logging Firm, its employees and/or subcontractors being in possession of timber.

Without limiting the foregoing, the Logging Firm hereby agrees to release, indemnify, defend and hold harmless the County and each of its Councillors, officers, and employees from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including, without limitation, legal expenses and for any and all liability for injuries to persons (including death) or damages to property, however caused, which in any manner arises out of or are any manner related to:

- i) this Agreement;
- ii) the execution of Services by the Logging Firm its employees and/or subcontractors;
- iii) damages incurred while the Logging Firm, its employees and/or subcontractors are providing the Services and are the primary occupiers of the Lands; and/or
- iv) damages incurred as a result of the Logging Firm, its employees and/or subcontractors being in possession of timber.

1.10 Liability Insurance

The Logging Firm, at all times while retained with respect to the Project, shall have in place, pay for and maintain:

- 1) a Commercial General Liability Insurance policy on an occurrence basis for an amount not less than Five Million dollars (\$5,000,000.00) which includes the County as additional insured with respect to the Logging Firm's operations, acts and omissions relating to its obligations pursuant to this Agreement, such policy to include non-owned licensed automobile liability, personal injury, property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. Such insurance coverage shall not be subject to a deductible limit in excess of two thousand dollars (\$2,000.00); and
- 2) Professional Errors and Omissions coverage for potential errors and omissions arising from the provision of the Services pursuant to this Agreement in an amount not less than Two Million dollars (\$2,000,000.00) exclusive of interest and legal costs, underwritten by an insurer licensed to conduct business in the Province of Ontario, which includes the County as additional insured. The policy providing such coverage is to be in force during the term of this Agreement and renewed for three (3) years after the termination of this Agreement. The post-termination insurance covenant shall survive the termination of this Agreement.

A certificate of insurance evidencing renewal of the coverage is to be provided each and every year. In the event the policy contains an Insured vs. Insured exclusion, the exclusion must be amended to allow for claims against the named insured by the additional insured. If the policy is to be cancelled or non-renewed for any reason, ninety (90) days notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an Extending Reporting Endorsement be purchased by the Consultant as its sole expense; and

- 3) Automobile Liability coverage for all owned licenced motor vehicles subject to a limit not less than Five Million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The policy providing the above coverage shall include the County as additional insured and shall not be subject to a deductible in excess of two thousand dollars (\$2,000.00).

- 4) The insurance provided for above shall preclude subrogation claims by the insurer against anyone insured thereunder at any time requested by the County, the Logging Firm shall provide the County with proof of insurance. The Logging Firm shall not change, amend or cancel the above noted insurance policies in any manner, unless the County consents, in writing.

1.11 No Contracting other than with Listed Subcontractors

The Logging Firm and any person, firm or corporation associated with the Logging Firm, including but not limited to its subsidiaries, employees and subcontractors, shall not contract and/or tender any of the work of the Project to anyone other than the subcontractors specifically listed in its Tender Response Form as part of its Proposal (***Schedule "A"***) and the Logging Firm covenants that it shall obtain from its subcontractors agreements in writing between itself and all of its subcontractors confirming that its subcontractors will not subcontract any work on the Project unless consent is obtained from the County. The Logging Firm agrees to provide copies of the aforementioned agreements to the County upon request.

1.12 Assignment

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

1.13 Approval by Other Authorities

Where the work of the Logging Firm is subject to the approval or review of an authority, department of government or agency other than the County, such applications for approval or review are the full responsibility of the Logging Firm. When the Logging Firm obtains approval of an authority, department of government or agency other than the County, it will provide the County with a copy of such approval(s).

1.14 Tender/Project Coordinator and Inspection/Stoppage by County

The Tender/Project Coordinator for the County with respect to the Project shall be:

Mark Brown RPF
Woodlands Conservation Officer
County of Middlesex
399 Ridout Street North, London, ON N6A 2P1
(519)434-7321, ext. 2253, mbrown@middlesex.ca

The Tender/Project Coordinator or his/her official designate shall review/monitor all work required and shall have authority to stop any work contemplated whenever such stoppage, in his/her sole opinion, may be necessary to coordinate any of the work described in this Agreement or to ensure the proper execution of this Agreement.

The Tender/Project Coordinator or his/her designate has the right at all reasonable times to inspect or otherwise review the Services being performed and the Lands.

The Tender/Project Coordinator or his/her official designate shall have the authority to reject all work which in the sole opinion of the Tender/Project Coordinator or his/her official designate, does not conform to the requirements of this Agreement or in the sole opinion of the Tender/Project Coordinator is otherwise substandard, flawed or unsuitable for the County's purposes.

In the event that questions or a disputes arise with respect to execution of the Services or with respect to the interpretation of the requirements of this Agreement, the Tender/Project Coordinator or his/her official designate shall have the final authority to decide all such questions, the opinion of the Tender/Project Coordinator shall prevail, and his/her decision will be deemed final by the Parties.

1.15 Dispute Resolution

Subject to Section 1.14 of this Agreement, in the event of an unresolved dispute, all remedies available at law shall be available to the Parties.

1.16 Time

The Logging Firm shall perform the Services expeditiously to meet the requirements of the County and shall complete the Services by March 28, 2024, or such other date agreed to by the County in its sole discretion (through the Tender/Project Coordinator or his/her official designate), taking into consideration any reasonable delay due to weather.

ARTICLE 2 – THE SERVICES

All of Article 2 (2.01-2.06), make up the Services required to be performed by the Logging Firm.

2.01 Cutting and Removal

The Logging Firm shall cut down all marked sawlog and fuelwood trees and remove the merchantable material therefrom, as expressed in the RFT, which is attached hereto as ***Schedule "B"*** and forms a part of this Agreement.

In particular, the marked trees include the following numbers of particular species and estimated volume of merchantable material:

BAYNE TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine/Spruce	803	31 cm	690 M3
Total	803		690 M3
MCMASTER TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine/Spruce	821	30 cm	656 M3

Total	821		656 M3
Totals both Tracts	1624		1,346 M3

2.02 Marked Trees

The Logging Firm specifically agrees, subject only to section 2.03 of this Agreement, that it shall only cut and remove the marked sawlog and fuelwood trees as agreed to in section 2.01 of this Agreement. Trees marked for removal as potential sawlog material are marked by a Pink dot at eye level on both sides of the tree as well as with one Pink mark at the base. Trees marked for removal as fuelwood are marked by an orange slash at eye level on both sides of the tree.

2.03 Dead Trees

The parties agree that the Logging Firm may, at its discretion, remove dead trees if they possess a safety threat, however, such is a courtesy only and dead trees are not included in the tally of trees included in section 2.01 above. Dead trees are marked with a Pink 'X'.

2.04 Start Date, No Cutting Window and Completion Date

The Logging Firm agrees that it:

- 1) shall begin performance of the Services as soon as March, 28, 2023;
- 2) shall not engage in any cutting whatsoever between April 1st, 2023 and August 1st, 2023 ("No Cutting Window"), unless authorized by the County in writing;
- 3) shall complete the Services by March 28, 2024, subject only to extensions in time which may or may not be provided by the County in its sole discretion in consideration of delays due to weather.

2.05 Additional Specific Requirements

2.05.1 Prior to Commencement of Work

Prior to commencing any work on the Project, the Logging Firm shall:

- 1) agree with the Tender/Project Coordinator on the method of felling, forwarding and skidding;
- 2) allow all of its equipment to be inspected and approved by the County;
- 3) notify the County of any work on the Project, including the filing of any Intent to Harvest and/or the posting of any public notice sign (that the County will provide) on-site;

2.05.2 When Completing the Services

At all times when completing the Services, the Logging Firm shall:

- 1) perform the Services to the degree of care, skill and diligence of a professional logger/tree harvester and carry out operations in a workmanlike manner;
- 2) ensure that on hand there is one shovel and one axe for every two persons employed, as a precaution in the event of fire;
- 3) not cut any tree that is not one of the marked sawlog and fuelwood trees referred to in section 2.01 or is not a dead tree pursuant to section 2.03, without obtaining the prior consent of the Tender/Project Coordinator. In the event the Logging Firm does cut any tree that is not a marked sawlog or fuelwood tree that is not a dead tree, the Logging Firm confirms that such would be a breach of this Agreement;
- 4) be aware of and cause all of its employees, agents and/or subcontractors to be aware of all property boundaries marked on the Map, attached as **Schedule "C"**, which forms a part of this Agreement;
- 5) keep the gates on the Lands, if any, closed and locked at all times when entering onto the Lands and to prevent entry by unauthorized persons;
- 6) confirm with the County that all marked trees are able to be felled onto the Lands;
- 7) fell all trees onto the Lands and to not fell any tree or any part thereof onto property other than the Lands;
- 8) conduct careful logging practices which shall minimize damage to the residual stand and developing regeneration of trees;
- 9) fell lodged trees prior to non-lodged trees;
- 10) ensure that no marked trees felled remain lodged on the Lands;
- 11) cut all marked trees and slash all tree tops down to at least 1.7 metres above ground;
- 12) cut all marked trees so that the remaining stumps retain at least a portion of the butt mark and do not exceed 30 cm. in height;
- 13) use all skid trails and landing sites, which have been marked on the Lands and on the Map (*Schedule "C"*) and keep same clear of logging debris;
- 14) keep all roads, trails and water courses free of logging debris, garbage and litter;
- 15) maintain all trails in a manner acceptable to the Tender/Project Coordinator and his/her official designate;
- 16) ensure roads are passable at all times;

- 17) report to the Tender/Project Coordinator of his/her official designate the portion of the Services completed to date at any time requested by the Project Coordinator or his/her official designate;
- 18) ensure that smoking occurs only in designated areas and where fire hazard conditions would not make timber harvesting dangerous;
- 19) in the event of fire, immediately notify the closest fire department and take all reasonable steps to control and extinguish the fire without placing its employees and/or subcontractors in undue danger;
- 20) cease operations if weather conditions are likely to lead to excess damage and/or if rutting is excessive;
- 21) cease operations immediately and for the period specified by the Project Manager and his/her designate in the event the County for any reason notifies the Logging Firm to suspend its operations; and
- 22) cease all operations on March 28, 2024, unless the work period for the Project is extended in writing by the County.

2.06 Worker Safety and Worker Insurance

Without limiting section 1.5(c)(ii), when performing the Services, the Logging Firm shall:

- 1) only use employees and/or subcontractors who:
 - a. are qualified in cutter-skidder operator competency-based training standards;
 - b. are aware of all hazardous substances that may be in use at the place of work; and
 - c. who are required at all times when performing the Services to wear all appropriate personal protective equipment;
- 2) maintain and enforce a consistently high level of health and safety health and safety management systems;
- 3) where the provisions of Ontario's *Occupational Health and Safety Act* ("OHSA") apply to the Services to be provided by the Logging Firm, assume all of the responsibilities and obligations imposed upon a "constructor" and/or "employer" under OHSA;
- 4) carry out its work and ensure that its subcontractors carry out all work in a manner that is in conformity with OHSA;
- 5) ensure that all of its employees, subcontractors and subcontractors' employees are instructed as to their requirements under OHSA;
- 6) be fully responsible for any health and safety violation which may occur in relation to the provision of the Services; and

- 7) in the event the County or any of its Councillors, officers or employees are made a party to any charge under the *OHSA* in relation to any *OHSA* violation arising out of the Logging Firm's or a subcontractor's performance of the Services pursuant to this Agreement, the Logging Firm agrees that it shall indemnify and save harmless the County and all of its Councillors, officers or employees from any and all charges, fines, penalties, and costs that may be incurred by the County, its Councillors, officers or employees.
- 8) at any time at the request of the County, submit proof of fulfilment of all the covenants in 2.06(1, 2, 4 and 5) above;
- 9) possess and be able to produce at the request of the County a satisfactory certificate from the Workplace Safety Insurance Board ("WSIB") confirming that all assessments or compensation payable to the WSIB have been paid and that its workers and the workers of all subcontractors have WSIB coverage; and
- 10) pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission with respect to its performance of the Services pursuant to this Agreement and the Logging Firm does hereby acknowledge that any unpaid assessments or levies shall be the sole responsibility of the Logging Firm.

ARTICLE 3 – GENERAL PROVISIONS

3.01 Notices

All notices under this Agreement shall be in writing and may be delivered:

- a) personally or by courier;
- b) by prepaid registered mail; or
- c) by facsimile; or
- d) by e-mail or equivalent electronic means of transmission, if a hard copy of the notice is delivered by one of the three methods of delivery referred to in section 3.01(a-c) above.

Any notice shall be delivered to the persons and addresses as follows:

Townsend Lumber Inc.	The Corporation of the County of Middlesex Planning Department
1300 Jackson Side Road,	399 Ridout Street North
Tillsonburg, Ontario N4G 4G7	London, ON N6A 2P1
Attn: Mike Penner Forestry Representative	Attn: Mark Brown RPF Woodlands Conservation Officer, Tender/Project Coordinator
Phone: 519 842 7381 Cell: 519 688 1426	Phone: 519-434-7321 ext. 2253 Cell: 519 719 8147
Fax No: 519 842 6422	Fax No: 519-434-0638
Email: mpenner@townsendlumber.com	Email: mbrown@middlesex.ca

Any notice delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a business day (business day meaning any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario) then the notice will be deemed to have been given or made and received on the next business day. Any notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 4pm (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

3.02 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.

The County's rights pursuant to this Agreement shall not in any manner be prejudiced, even if the County has overlooked or condoned any non-compliance with the terms and conditions of this Agreement by the Logging Firm. No failure on the part of the County 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 right provided for herein by either party shall preclude any other or further exercise of such right or the exercise of any other right.

3.03 Entire Agreement, Modifications, Severability

This Agreement includes the provisions of this Agreement, the Logging Firm's Proposal for Services ("the Proposal"), attached as *Schedule "A"*, the Request for Proposal W2023B ("the RFT"), attached as *Schedule "B"*, and a map of the Lands, Trails and Landing Sites ("the Map"), attached as *Schedule "C"*, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its schedules, the provisions of this Agreement shall prevail.

The Parties acknowledge that this Agreement, including its schedules, constitute the entire Agreement between the Parties with respect to provision of the Services by the Logging Firm and when read together (this Agreement taking precedence in the event of conflict with its schedules), supersede(s) all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to the Services. This Agreement may not be modified except in writing signed by the Parties. In the event any element of this Agreement is later held to violate the law or regulation, that element alone shall be deemed void and all remaining provisions of this Agreement shall remain and continue in force.

3.04 Voluntary Enforceable Agreement

The Parties warrant that this Agreement is voluntary, that neither party is under any legal disability and that each party has had an opportunity to seek the advice of legal counsel with respect to this Agreement.

The Logging Firm agrees that the County has the legal right and ability to enforce the said provisions of this Agreement hereunder as against it to the extent of its obligations as established herein and that it is estopped from pleading or asserting otherwise in any action or proceeding.

3.05 Counterparts

This Agreement may be executed by the parties in separate counterparts, each of which is, once so executed and delivered, shall be an original, but all such counterparts held together constitute one and the same instrument.

3.06 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.

[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have affixed their respective seals over the hands of their respective proper officers duly authorized in that behalf on this ____ day of _____, 2023:

**THE CORPORATION OF THE
COUNTY OF MIDDLESEX**

Per: _____
Cathy Burghardt-Jesson, Warden

Per: _____
Marci Ivanic, Clerk

We have authority to bind the Corporation

Address for Service: 339 Ridout Street North, London Ontario N6A 2P1

Townsend Lumber Inc.

In the presence of:

Per: _____
Name: _____
Title: _____

Signature: _____
Name: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

Address for Service: 1300 Jackson Side Road, Tillsonburg, Ontario, N4G 4G7

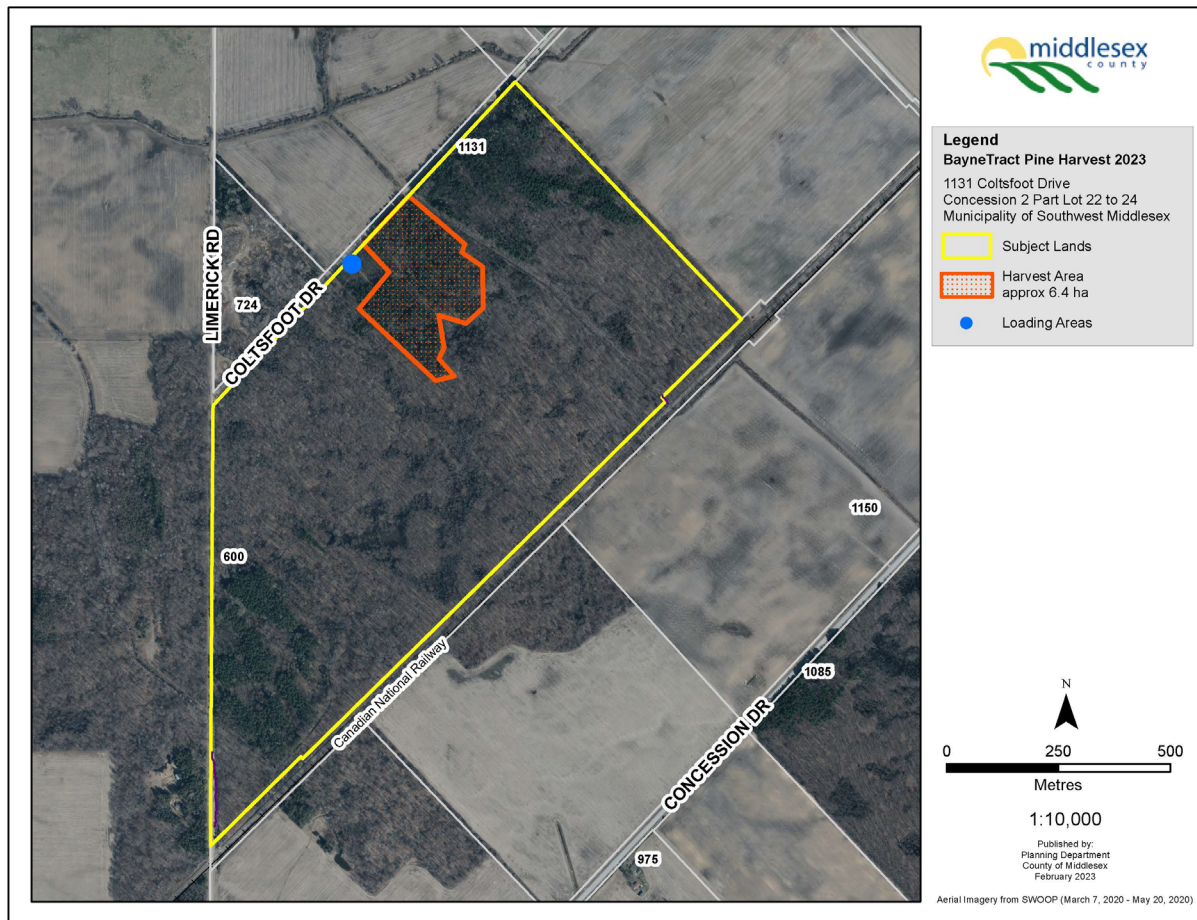
Schedule “A” – Logging Firm Proposal

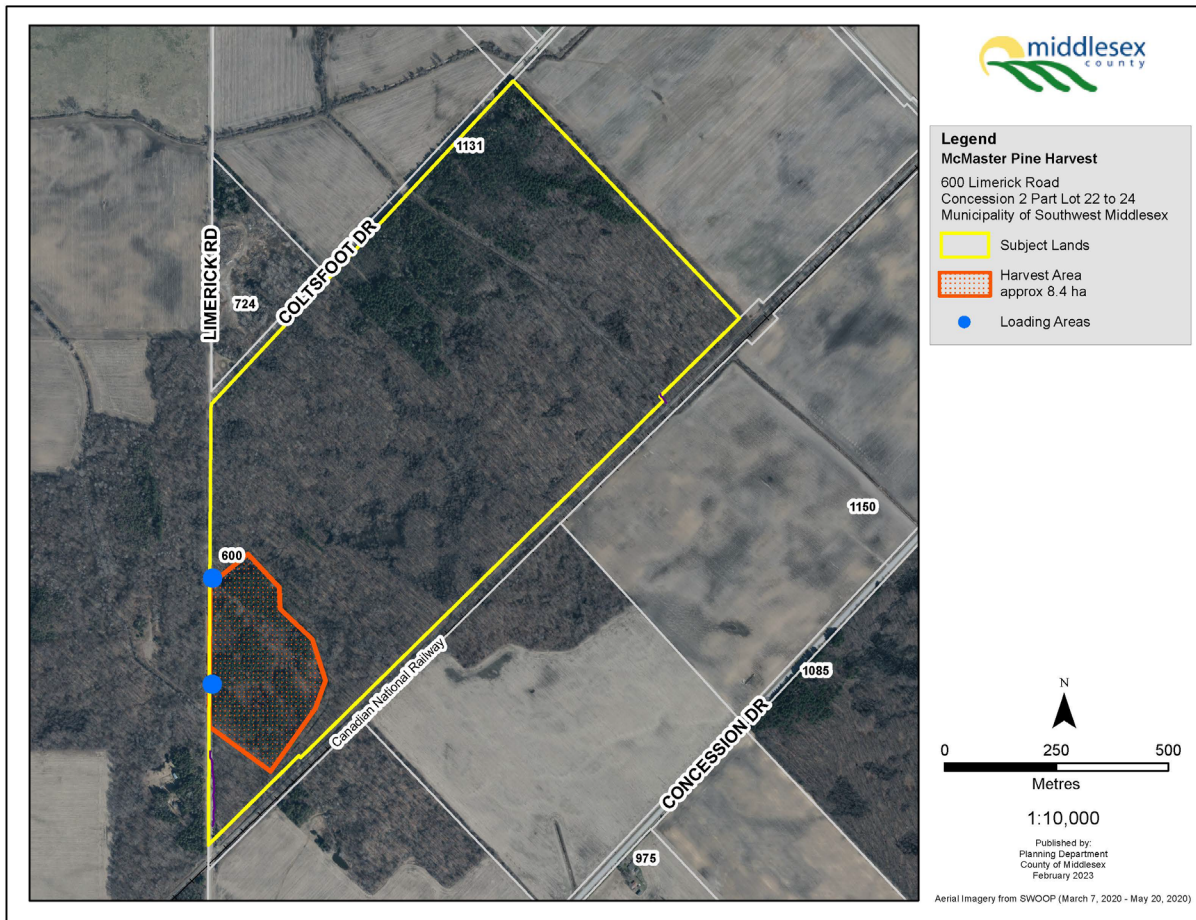
(To be inserted in final document)

Schedule “B” – Request for Tender W2023B

(To be inserted in final document)

Schedule "C" – Map of the Lands, Trails and Landing Sites





DRAFT FORM OF P

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW #7223

A BY-LAW to adopt the 2023 Budget of the County of Middlesex.

WHEREAS:

- A. Section 289 (1) of the *Municipal Act, 2001*, S.O. 2001, c.25, (the “*Municipal Act, 2001*”) provides that an upper tier municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the upper-tier municipality;
- B. Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;
- C. Subsection 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 this or any other Act; and
- D. Section 10 of the *Municipal Act, 2001* 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 2023 Budget of the County of Middlesex with estimated expenditures of \$149,784,341 and requiring a contribution from the local municipalities in the amount of \$52,530,030 attached here to as Schedule “A”, be adopted.

PASSED IN COUNCIL this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marci Ivanic, County Clerk

**COUNTY OF MIDDLESEX
2023 BUDGET**

AGENDA

COMMITTEE / BOARD

COMMITTEE OF THE WHOLE

Administration
Planning and Woodlots
Economic Development
Information Technology
Social Services
Transportation
Strathmere Lodge
Strathmere Lodge - Debenture

MLEMS AUTHORITY

Land Ambulance

LIBRARY BOARD

Library

HEALTH UNIT

ONT. MUN. PARTNERSHIP FUND

RESERVES

Transfer from Res. - Tax Rate

Surplus - Winter Control (\$300,000) /Winter Control Reserve (\$200,000)

COVID-19

Surplus - Library

Total before growth

Growth and Reassessment Impact

TOTAL

Summary

TOTAL EXPENDITURES BUDGET			OPERATING			CAPITAL/CAPITAL RESERVE			NET TAXATION REQUIREMENT			
2022	2023	%	2022	2023	%	2022	2023	%	2022	2023	\$ change	%
\$ 6,682,650	\$ 7,324,798	9.6	\$ 6,627,350	7,260,598	9.6	\$ 55,300	\$ 64,200	16.1	\$ 3,714,920	\$ 3,874,350	\$ 159,430	4.3
1,426,190	1,635,763	14.7	1,405,650	1,604,013	14.1	20,540	31,750	54.6	1,360,190	1,544,763	184,573	13.6
802,367	944,458	17.7	795,657	940,008	18.1	6,710	4,450	(33.7)	777,185	813,658	36,473	4.7
1,841,461	2,006,597	9.0	1,691,461	1,906,597	12.7	150,000	100,000	(33.3)	1,287,426	1,433,084	145,658	11.3
15,819,514	16,744,825	5.8	15,805,914	16,733,825	5.9	13,600	11,000	(19.1)	7,224,894	7,602,217	377,323	5.2
27,477,224	32,870,835	19.6	10,772,719	11,350,835	5.4	16,704,505	21,520,000	28.8	22,598,752	23,790,083	1,191,331	5.3
17,468,148	18,495,759	5.9	16,888,848	18,288,759	8.3	579,300	207,000	(64.3)	3,737,563	4,181,461	443,898	11.9
1,361,440	1,140,880	(16.2)	1,361,440	1,140,880		-			757,000	536,440	(220,560)	(29.1)
52,087,695	61,385,276	17.8	49,582,906	58,127,195	17.2	2,504,789	3,258,081	30.1	4,690,537	5,746,126	1,055,589	22.5
5,495,559	5,830,291	6.1	5,340,799	5,714,941	7.0	154,760	115,350	(25.5)	4,563,635	4,968,762	405,127	8.9
1,411,000	1,404,859	(0.4)	1,411,000	1,404,859	(0.4)	-	-		1,404,859	1,404,859	-	0.0
									(367,600)	(312,500)	55,100	15.0
									(3,733,519)	(2,268,135)	1,465,384	39.2
									(200,000)	(500,000)	(300,000)	(150.0)
									(513,000)	(245,138)	267,862	52.2
									(60,000)	(40,000)	20,000	33.3
\$ 131,873,248	\$ 149,784,341	13.6	\$ 111,683,744	\$ 124,472,510	11.5	\$ 20,189,504	\$ 25,311,831	25.4	\$ 47,242,842	\$ 52,530,030	\$ 5,287,188	11.19
									1,212,342		-	
\$ 131,873,248	\$ 149,784,341	13.6	\$ 111,683,744	\$ 124,472,510	11.5	\$ 20,189,504	\$ 25,311,831	25.4	\$ 48,455,184	\$ 52,530,030	\$ 4,074,846	8.41

ADMINISTRATION

Introduction

Governance

- The 2023 budget provides for salaries and benefits for Council members and the Warden as well as various Council, Committee and Warden's expenses. This budget also includes membership fees for organizations such as AMO and FCM.
- Middlesex County Council is comprised of mayors and deputy mayors representing seven of the eight local municipalities within the county's borders including: the Municipality of Adelaide Metcalfe, the Municipality of Lucan Biddulph, the Municipality of Middlesex Centre, the Municipality of North Middlesex, the Municipality Southwest Middlesex, the Municipality of Strathroy-Caradoc, the Municipality of Thames Centre and the Village of Newbury.
- Middlesex County is governed by County Council. The head of County Council is elected annually, in December, by a vote at council and is known as the Warden.
- In 2020, County Council approved its 2021 to 2024 Strategic Plan, The Middlesex Initiative – Breaking New Ground. Council will be focused on implementing the objectives identified in this strategic document.

Office of the Chief Administrative Officer (CAO)

- Contact: Bill Rayburn, CAO
- The Office of the CAO is the administrative head of the County and reports directly to Council. The CAO is focused on the day-to-day operations of the County and the implementation of council's decisions.

Legislative Services Department/Clerk's Office

- Contact: Marci Ivanic, Legislative Services Manager/Clerk
- The Legislative Services Manager/Clerk oversees and manages the legislative process and related activities for Council and Committees of Council, including the preparation of agendas, minutes, reports and by-laws, is the custodian of all corporate records such as minutes and by-laws, oversees our legislative requirement for records management, and is responsible for coordinating compliance with AODA and privacy legislation.
- The Legislative Services department is also responsible for the communication of Council directives and actions, the management and dissemination of corporate communications including media releases, notices, service and information updates, the administration of the corporate website, and the provision of communication support to all County departments.

ADMINISTRATION

Human Resources

- Contact: Jessica Ngai, Director of Human Resources
- The Human resource department is responsible for the management of employees through various HR functions: recruitment and selection; training and development; health and safety; compensation and benefits; performance management; succession planning; employee and labour relations.
- The department formulates and implements policies and procedures that are aligned with the organization's strategy to ensure that employees have the competencies and behaviours required to achieve the organization's strategic goals.

Treasury Department

- Contact: Cindy Howard, Deputy CAO, Treasurer
- Treasury provides financial management and advice to County Council, CAO, County Departments, MLEMS Authority Board, and Library Board; develops innovative approaches and initiatives in the areas of Strategic Financial Planning, Budgeting and Forecasting, Tax Policy, Financial Policies and Risk Management, Payroll and Pension Administration.
- Treasury also provides transactional services relating to the maintenance of the general ledger, revenue, accounts payable, accounts receivable, banking, cash management and investments, reserve accounts and tangible capital assets. The department completes year-end procedures, prepares audit materials, and prepares financial statements, and administration of required Federal and Provincial grant programs and reporting requirements (FIR, Gas Tax, OCIF, etc.).
- Payroll services include pension administration and core payroll processing.
- Procurement services is responsible for the procurement including but not limited to developing and ensuring compliance with the purchasing policies, procedures, by-laws, standards and legislation; oversees the creation of tender and proposal process; and conducts negotiations with vendors and contractors.

Legal Department

- Contact: Wayne Meagher, Director of Legal Services
- The Legal department is a municipal law boutique legal office pioneered in 2012, which provides full service legal advice and representation and related corporate/business advice with respect to all challenges faced by the County.
- The department advises and litigates on a wide variety of subjects, negotiates/drafts a wide variety of agreements, licenses, leases, by-laws, policies, memoranda, and other necessary corporate documents, represents municipalities at various levels of court, conducts municipal by-law prosecutions, etc.

ADMINISTRATION

2023 Budget Highlights

Revenue

- Supplementary Taxes and Tax Write Offs have been updated to reflect averages over the past 5 years. The final 2022 numbers will not be available until March.
- Interest income has been increased to reflect increase in interest rates compared to previous years.
- Revenue includes \$400,000 that was part of the Use of Proceeds allocation. In 2023 for one time only, an additional \$200,000 was allocated.

Expenditures

- Council and Warden remuneration was updated to reflect changes approved by Council in May 2022. The recommended increases reflect the duties, responsibilities, time commitment, skill, effort and demands of municipal public office, while balancing the County's history and commitment to fiscal responsibility.
- Council and Warden travel and convention expenses were increased to reflect increased mileage rate, actual costs and impacts of inflation. The conference allowance was increased to \$5,000 and registration to \$1,000. Expenses were increased to accommodate virtual and hybrid meetings.
- Governance Special Events was increased based on actuals and inflation and now includes costs for the Warden's Association.
- Insurance Costs have been updated to reflect actual expenditures and have taken into account expected increases in premiums upon renewal in July 2023.
- Operations includes property tax for 399 Ridout Street.
- Budget includes the union and non-union annual increases.
- Salary/Benefits Contingency has been increased to deal with possible salary adjustments as part of the County collective agreements and takes into account additional costs for events such as maternity leaves.
- The Human Resource Department includes:
 - Full year costs for the Human Resources and Employee Wellness Advisor (in 2022 this position was partly funded by COVID funding).
 - New Human Resource Position that will support the County including Long Term Care.
 - Costs for management training.

ADMINISTRATION

- The Treasury Department includes the full year salaries for the procurement manager position. The officer position is deferred for a year. These positions were approved as part of the 2022 budget based on the recommendations from the Modernization Procurement Services Review. These two positions would be responsible for implementing the centralized purchasing function within the County and local municipalities, ensuring that procurement is carried out in an open and accountable manner. Centralized procurement support services would enhance the shared service portfolio that the County currently offers to local municipalities.
- The Legislative Services Department budget includes:
 - Full year cost of the Corporate Communications Assistant position (this was funded partly by COVID funding in 2022)

ADMINISTRATION

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 3,339,989	3,422,358	3,714,920	3,874,350	159,430	4.29%
SUPPLEMENTARY TAXES	700,000	800,000	800,000	900,000	100,000	12.50%
INTEREST INCOME-GENERAL	250,000	366,257	250,000	375,000	125,000	50.00%
RECOVERIES - AMBULANCE, ONT. WORKS	598,528	526,203	660,016	777,734	117,718	17.84%
RENT - FACILITIES	787,051	665,395	761,464	901,464	140,000	18.39%
COMM. TRANSPORTATION PROJECT	369,737	375,016	371,250	371,250	-	0.00%
COVID 19 PROGRAM	-	513,000	-	-	-	0.00%
TRANSFER FROM RESERVE	1,125,000	125,000	125,000	125,000	-	0.00%
TOTAL REVENUE	\$ 7,170,305	6,793,229	6,682,650	7,324,798	642,148	9.61%
EXPENDITURES						
GOVERNANCE						
MEMBERS OF COUNCIL						
REMUNERATION	\$ 323,379	355,546	352,225	365,729	13,504	3.83%
BENEFITS	19,639	21,677	19,880	23,444	3,564	17.93%
INSURANCE	4,447	2,080	2,500	2,500	-	0.00%
TRAVEL	21,500	8,700	28,700	30,590	1,890	6.59%
EXPENSES	25,450	29,954	30,000	64,250	34,250	114.17%
CONVENTIONS	70,659	54,569	70,392	78,392	8,000	11.36%
MEMBERSHIPS	67,142	68,325	68,113	79,320	11,207	16.45%
SPECIAL EVENTS	9,000	15,905	11,000	15,000	4,000	36.36%
TOTAL MEMBERS OF COUNCIL	\$ 541,216	556,756	582,810	659,225	76,415	13.11%
LIBRARY BOARD						
REMUNERATION	13,016	4,442	8,629	9,275	646	7.49%
BENEFITS	593	265	393	422	29	7.38%
CONVENTIONS - PER DIEMS	20,400	4,319	20,400	20,400	-	0.00%
TOTAL LIBRARY BOARD	\$ 34,009	9,026	29,422	30,097	675	2.29%
MIDDLESEX ACCESSIBILITY						
REMUNERATION	2,441	2,001	2,489	4,122	1,633	65.61%
BENEFITS	77	77	77	128	51	66.23%
TRAVEL/EXPENSES/CONVENTIONS	510	-	510	550	40	7.84%
TOTAL MIDDLESEX ACCESSIBILITY	\$ 3,028	2,078	3,076	4,800	1,724	56.05%
TOTAL GOVERNANCE	\$ 578,253	567,860	615,308	694,122	78,814	12.81%

ADMINISTRATION

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
ADMINISTRATION						
SALARIES	\$ 1,759,579	1,733,090	1,974,478	2,112,624	138,146	7.00%
BENEFITS	492,017	525,851	568,071	637,998	69,927	12.31%
SALARY/BENEFITS CONTINGENCY	20,000	2,095	85,000	130,000	45,000	52.94%
EDUCATION/TRAVEL - CAO	20,000	30,396	20,000	22,500	2,500	12.50%
EDUCATION/TRAVEL - CLERK	2,500	5,114	5,000	7,000	2,000	40.00%
EDUCATION/TRAVEL - HR	10,400	13,639	13,900	51,900	38,000	273.38%
EDUCATION/TRAVEL - HEALTH & SAFETY	9,200	5,719	9,250	11,250	2,000	21.62%
EDUCATION/TRAVEL - TREASURY	27,000	11,900	29,500	31,000	1,500	5.08%
EDUCATION/TRAVEL - SOLICITOR	25,400	15,458	25,400	25,400	-	0.00%
OPERATIONS	187,893	281,085	206,745	349,295	142,550	68.95%
AUDIT	39,750	41,750	41,750	41,750	-	0.00%
CONSULTING	122,600	111,445	135,800	135,800	-	0.00%
INSURANCE	48,300	72,278	90,550	80,000	(10,550)	-11.65%
INSURANCE DEDUCTIBLE PAYMENTS	125,000	125,000	125,000	125,000	-	0.00%
TAX WRITE-OFFS	400,000	400,000	400,000	500,000	100,000	25.00%
PROPERTY TAX CAPPING - SHORT FALL	1,000	1,000	1,000	-	(1,000)	-100.00%
TOTAL ADMINISTRATION	\$ 3,290,639	3,375,821	3,731,444	4,261,517	530,073	14.21%
TRANSFERS						
TRANSFER TO RESERVE	125,000	125,000	125,000	125,000	-	0.00%
TRANSFER TO CAPITAL	27,800	55,300	55,300	53,500	(1,800)	-3.25%
TOTAL TRANSFERS	\$ 152,800	180,300	180,300	178,500	(1,800)	-1.00%
TOTAL ADMINISTRATION	\$ 3,443,439	3,556,121	3,911,744	4,440,017	528,273	13.50%
FACILITIES						
FACILITIES OPERATING						
SALARIES	90,886	89,034	92,493	96,167	3,674	3.97%
BENEFITS	25,755	26,450	26,281	27,313	1,032	3.93%
TRUCK MAINT./ EXP.	7,800	7,337	7,350	7,350	-	0.00%
COUNTY BUILDING & GAOL - CLEANING	198,500	223,940	198,500	220,000	21,500	10.83%
COUNTY BUILDING & GAOL - INSURANCE	16,940	12,169	15,500	17,500	2,000	12.90%
COUNTY BUILDING & GAOL - UTILITIES	136,000	114,078	136,000	136,000	-	0.00%
TOTAL FACILITIES OPERATING	\$ 475,881	473,008	476,124	504,330	28,206	5.92%

ADMINISTRATION

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
TRANSFER TO CAPITAL - FACILITIES						
TRANSFER TO CAPITAL	1,000,000	-	-	-	-	0.00%
TOTAL FACILITIES	\$ 1,475,881	473,008	476,124	504,330	28,206	5.92%
MPAC - ASSESSMENT SERVICES						
MPAC - ASSESSMENT SERVICES	1,302,996	1,308,224	1,308,224	1,310,058	1,834	0.14%
COMMUNITY TRANSPORTATION						
COMM. TRANSPORTATION PROJECT	369,736	375,016	371,250	376,271	5,021	1.35%
COVID-19						
COVID-19 PROGRAM - ADMINISTRATION	-	513,000	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 7,170,305	6,793,229	6,682,650	7,324,798	642,148	9.61%

Description	2023 Budget
2023 ADMINISTRATION CAPITAL PROJECTS	
COUNCIL CONNECTIVITY & COMMUNICATIONS	28,000
COMPUTER HARDWARE (REPLACEMENT)	29,400
COMPUTER HARDWARE (NEW)	6,800
TOTAL CAPITAL PROJECTS	64,200

PLANNING

Introduction

Contact: Durk Vanderwerff, Director of Planning and Development

The Planning Department supports County Council and local municipal councils to make decisions that often have long-term implications for the protection of resources and the growth and development of the communities within Middlesex County. The Planning Department includes four service areas.

County Planning - the Department administers the County's Official Plan and the Provincially delegated Approval Authority role for plans of subdivision, plans of condominium and local municipal official plans and official plan amendments.

Local Planning - the Department works with local municipalities to provide local planning services including development review and special projects. An agreement is in place to define service levels and the planners have on-site office days and function largely as municipal staff.

Mapping and GIS - the Department provides Geographic Information Services (GIS) for the County and aspects of GIS services for local municipalities and emergency services. This includes joint purchasing of GIS and planning software, the sharing of standardized data, centralized storage and access to web-based applications.

Woodlands - the Department manages the County-owned Forest (1040 hectares), administers the Woodlands Conservation By-law (regulates the cutting of trees within woodlands under the Municipal Act) and administers the County and local municipal responsibilities under the Weed Control Act (noxious weeds growing in close proximity to agriculture).

PLANNING

2023 Budget Highlights

In alignment with the objectives of the Middlesex County Strategic Plan (strengthening our economy and promoting service excellence), the 2023 budget includes the Cloud Permit System license of \$75,000. This joint purchase on behalf of the County and local municipalities is an outcome of the Modernization Program to allow for the digital submission and processing of planning applications and was initiated with Provincial funding.

The seemingly continuous Provincial legislative, regulatory, and policy changes to land use planning (Bills 108, 109, 23) place additional responsibilities on the County and local municipalities at a time of significant development volume. Some of these changes, such as application timeline refunds and elimination of conservation authority natural heritage expertise, place further demands on staff.

Special Project funding is proposed in order to complete a couple of projects, including to amend the County Official Plan as a result of the direction of the Province and the recommendations of the Attainable Housing Review. The department has applied for a grant to receive funds to address the requirements of the Council motion related to the adopted Official Plan Amendment No. 3 update "THAT the issues of a 'County-wide Growth Management Study' and a 'Population, Housing, and Employment Forecast Update' be included by County Council as part of the 2023 budget process."

PLANNING AND WOODLOTS

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 1,270,396	1,326,010	1,360,190	1,544,763	184,573	13.57%
APPROVAL AUTHORITY FEES	60,000	72,100	65,000	90,000	25,000	38.46%
OTHER	1,000	46	1,000	1,000	-	0.00%
TOTAL REVENUE	\$ 1,331,396	1,398,156	1,426,190	1,635,763	209,573	14.69%
EXPENDITURES						
PLANNING						
SALARIES	\$ 816,114	843,608	874,819	981,285	106,466	12.17%
BENEFITS	199,573	239,098	232,050	274,651	42,601	18.36%
OPERATIONS	58,560	62,838	54,240	44,050	(10,190)	-18.79%
MIDDLESEX GEOGRAPHY NETWORK	83,305	76,908	88,380	165,450	77,070	87.20%
LEGAL SERVICES	2,000	10,614	2,000	2,500	500	25.00%
SPECIAL PROJECTS	35,000	40,000	40,000	27,000	(13,000)	-32.50%
COVID-19 PROGRAM	-	483	-	-	-	0.00%
TOTAL PLANNING	\$ 1,194,552	1,273,549	1,291,489	1,494,936	203,447	15.75%
WOODLANDS						
SALARIES	89,692	86,697	91,486	96,155	4,669	5.10%
BENEFITS	31,411	25,945	27,474	28,459	985	3.59%
OPERATIONS	15,741	11,964	15,741	16,213	472	3.00%
TOTAL WOODLANDS	\$ 136,844	124,607	134,701	140,827	6,126	4.55%
TOTAL EXPENDITURES	\$ 1,331,396	1,398,156	1,426,190	1,635,763	209,573	14.69%

Description	2023 Budget
2023 PLANNING AND WOODLOTS CAPITAL PROJECTS	
COMPUTER HARDWARE (REPLACEMENT)	4,750
SPECIAL PROJECTS	27,000
TOTAL CAPITAL PROJECTS	31,750

ECONOMIC DEVELOPMENT

Introduction

Contact: Cara Finn, Director of Economic Development

The Economic Development Department promotes Middlesex County as an ideal place to establish and grow business while enjoying a high quality of life.

The department's main objectives are to nurture and attract private sector investment thereby, creating/maintaining job opportunities, and increasing the property tax base. To accomplish these objectives, the department engages in strategic economic development planning, and partners with local area municipalities, private industry, and educational institutions, along with various regional economic development and trade agencies.

Business retention and expansion, as well as new investment attraction, are priorities. Visitor attraction is carried out by the department; which acts as the Destination Marketing Organization for the County.

Key sectors include:

- Agri-business
- Manufacturing
- Tourism
- Small Business and Entrepreneurship

These sectors are promoted through the development of goal-oriented programs, key partnerships, and marketing campaigns and by providing an effective response to investment inquiries.

The Department of Economic Development serves four main functions in its role of supporting both the Economic Development and Tourism Development of the County:

1. Research and Information Management
2. Marketing and Communications
3. Business Retention
4. Investment Attraction

ECONOMIC DEVELOPMENT

2023 Budget Highlights

- The Economic Development and Tourism budget is directly aligned with the priority objectives of the Middlesex County Strategic Plan and 2021-2025 Economic Development Strategic Plan which call for the Continuation/Enhancement of Tourism Marketing Support and for the Expansion of Foreign Direct Investment and Economic Development Services
- The 2023 budget continues to emphasize Business Retention and new Investment Attraction. Alliance with regional investment attraction agencies is a key component; as well as supporting local municipalities with their development efforts including Industrial Land Analysis and Community Improvement Plan implementation
- The department will be hosting an in-person Tourism Symposium and Sector Tours (i.e. Agri-Business) in 2023. Such initiatives were put on hold for 2020-2022 due to COVID-19 but form an important part of our Business Retention and Expansion programs



ECONOMIC DEVELOPMENT

- Several Provincial and Federal grant applications have been made and/or confirmed in order to advance the initiatives of the Economic Development Department in 2023:
 - A grant of Rural Economic Development Funding from OMAFRA has been successfully acquired to advance the Workforce Development Partnership initiatives that form a significant part of our Strategic Plan extending from 2022 through to March 31, 2023. Initiatives taking place under this program include a downtown revitalization best practice sharing exercise, a workforce development workshop with Fanshawe College, an International Women's Day special presentation, and a successional planning training series for small businesses
 - An additional grant of Rural Economic Development Funding from OMAFRA has been successfully acquired to implement a special project aimed at advancing cooperative education and work-integrated learning opportunities in partnership with Middlesex employers and secondary and post-secondary institutions through to December 31, 2023
 - Partnership funding has been successfully acquired from the following organizations to support the next "From Our Hands to Your Table" campaign in 2023: Middlesex Federation of Agriculture, Lambton Federation of Agriculture, Tourism Sarnia-Lambton, Sarnia-Lambton Economic Partnership
 - CanExport Funding from Global Affairs Canada has been successfully secured to support the department's Foreign Direct Investment (FDI) efforts, including both Lead Generation and Travel in 2023. We have also been successful in securing CanExport Funding for the FDI efforts of the Ontario Food Cluster in 2023.

ECONOMIC DEVELOPMENT

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 687,876	760,279	777,185	813,658	36,473	4.69%
GRANTS	80,017	128,516	25,182	130,800	105,618	419.42%
TOTAL REVENUE	\$ 767,893	888,795	802,367	944,458	142,091	17.71%
EXPENDITURES						
SALARIES	\$ 263,813	282,354	310,974	308,639	(2,335)	-0.75%
BENEFITS	72,633	80,171	84,791	93,447	8,656	10.21%
OPERATIONS	38,542	81,159	53,022	52,262	(760)	-1.43%
ECONOMIC DEVELOPMENT SERVICES	239,728	192,380	245,580	327,729	82,149	33.45%
TOURISM SERVICES	94,000	85,457	108,000	102,000	(6,000)	-5.56%
CANADIAN EXPERIENCES FUND	-	-	-	-	-	0.00%
TOURISM RELIEF & RECOVERY FUND	19,177	99,445	-	-	-	0.00%
OMAFRA FUNDING (RED)	40,000	67,224	-	60,381	60,381	0.00%
#N/A	-	-	-	-	-	0.00%
COVID-19 - ECONOMIC DEVELOPMENT	-	605	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 767,893	888,795	802,367	944,458	142,091	17.71%

Description	2023 Budget
2023 ECONOMIC DEVELOPMENT CAPITAL PROJECTS	
COMPUTER HARDWARE (REPLACEMENT)	450
COMPUTER HARDWARE (NEW)	4,000
TOTAL CAPITAL PROJECTS	4,450

INFORMATION SYSTEMS

Overview

Contact: Chris Bailey, Director of Information Technology Services

The ITS budget represents a Shared Services Model for: staff, infrastructure and services ("IT Services"). The ITS department is responsible for the provision of IT Services to various organizations ("Business Partners"); Middlesex-London Paramedic Service, Strathmere Lodge Long-Term Care, Middlesex County Library, County Administration (including Social Services), North Middlesex, Lucan Biddulph, Thames Centre, Adelaide Metcalfe, Middlesex Centre, Southwest Middlesex and Community Futures Middlesex.

With 2023 brings new opportunities and challenges for the ITS team. With the development of the Middlesex ITS Strategic Plan, there are several new projects the team is working towards achieving. Many of the priority projects are directly related to cybersecurity and ensuring ITS continues to mitigate risk and prepare for cyber-related incidents. Some of these projects include implementing multi-factor authentication, provision of a shared security 24x7x365 monitoring service, enhancing ITS policies, and continuing to implement and improve network hardening.

Cyber security, licensing model changes, and supply chain delays are some of the significant challenges for 2023. The ITS department continues to enhance our cyber program, supply chain issues are causing delays on projects and deployments and licensing changes are impacting operational budgets.

INFORMATION SYSTEMS

Each County department and supported local municipality have received their “IT Budgets”. Each IT Budget represents items that are specific to their department or organization, which include:

- Equipment required to be replaced under the Hardware Replacement Plan / Lifecycle Management Program
- Software or hardware licensing and maintenance renewals which are required to maintain day to day operations, as well, to allow the ITS department to effectively support the requirements of the Business Partner
- New equipment or services to create or enhance departmental or organizational service delivery

It is important to note that within the ITS budget, all operational and capital items are required to support the daily operations and strategic planning of each of our Business Partners.

Recoveries and Other Revenues

- Social Services recoveries remained fairly consistent as 2022
- Increased recovery from Land Ambulance to account for service delivery requirements
- Increased revenues from local municipalities to reflect their growing IT service requirements and server hosting agreements

INFORMATION SYSTEMS

Operating and Network

- Travel and training remain the same as 2022
- Office Supplies decreased to account for work-from-home procedures and decreased need
- Training remains status quo, keeping the ITS team updated with technologies is integral to the stability and security of IT systems
- Software Support and Licensing increased due to licensing model changes (yearly as opposed to buy once and use continually) and cyber security software
- COVID-19 program costs removed and added to on-going operational budgets where required
- Overall increase in Network Expenditures
 - Hardware Maintenance decreased slightly
 - Internet Connectivity increased
 - With the continued hybrid working environment and move to cloud technologies, requirements for available bandwidth have increased
 - Network Support and Cyber Security
 - Cyber Program - Security Information and Event Management (SIEM) service (24x7x365 monitoring for security events and incident response)
 - Core Firewall security and maintenance renewal
 - Increase in licensing renewal fees for backup software

Salary and Benefits

- Includes salary and benefits to reflect potential changes in service provision as recommended by the Middlesex ITS Strategic Plan
- Includes union and non-union annual increases

INFORMATION SYSTEMS

Capital Program

- Computer Hardware
 - Hardware Replacement Plan
 - New Computer Hardware
- Software to enhance automation in system provisioning
- Transfer to PSAB Capital Asset Replacement Plan

PSAB Related Projects for 2023

PSAB related projects are funded through the PSAB Reserve Fund (Asset Management Planning)

- There are no PSAB slated projects for 2023. The ITS Department is working to complete a number of PSAB replacement projects from the 2022 budget

INFORMATION SYSTEMS

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 1,225,282	1,206,595	1,287,426	1,433,084	145,658	11.31%
RECOVERIES	374,428	392,891	392,891	400,410	7,519	1.91%
OTHER REVENUES	149,673	171,092	161,144	173,103	11,959	7.42%
TOTAL REVENUE	\$ 1,749,383	1,770,578	1,841,461	2,006,597	165,136	8.97%
EXPENDITURES						
SALARIES	\$ 914,034	999,540	987,701	1,098,759	111,058	11.24%
BENEFITS	264,851	294,149	291,785	322,138	30,353	10.40%
OPERATIONS	47,000	30,780	49,000	48,000	(1,000)	-2.04%
NETWORK MAINTENANCE	343,446	279,072	329,975	437,700	107,725	32.65%
TRANSFER TO CAPITAL	150,000	150,000	150,000	100,000	(50,000)	-33.33%
COVID-19 PROGRAM	30,052	17,037	33,000	-	(33,000)	-100.00%
TOTAL EXPENDITURES	\$ 1,749,383	1,770,578	1,841,461	2,006,597	165,136	8.97%

Description	2023 Budget
2023 INFORMATION SYSTEMS CAPITAL PROJECTS	
COMPUTER HARDWARE (REPLACEMENT)	19,300
COMPUTER HARDWARE (NEW)	15,400
SYSTEM PROVISIONING AUTOMATION	10,000
TRANSFER TO PSAB CAPITAL ASSET REPLACEMENT	55,300
TOTAL CAPITAL PROJECTS	100,000

SOCIAL SERVICES

Introduction

Key Contacts:

Cindy Howard, Deputy CAO, General Manager Finance and Community Services

Joe Winsor, Manager Social and Children's Services

Social Services provides a wide range of programs and services including Ontario Works, Child Care and Early Years and Homelessness. Other initiatives and/or programs include Middlesex Supports and Homemakers and Nurses Program. The budget for Social Housing is also included here. The City of London is the provincially designated Service Manager; however, Ontario Works, Child Care and Early Years and Homelessness are delivered in the County through contracted service agreements with the Service Manager.

Child Care and Early Years:

- Child Care and Early Years includes the provision of General Operating Grants, Fee Subsidies, One-Time Grants, Special Needs Resourcing, Capacity Building, EarlyON Program and Services, Wage Enhancement Grants, Home Child Care Enhancement Grants and Canada Wide Early Learning and Child Care program.
 - General Operating Grants: Provides financial assistance for the operation of licensed child care services to eligible operators who have a Child Care Funding Agreement with the County of Middlesex.
 - Fee Subsidies: Provides financial assistance to eligible families to pay for child care fees in licensed child care who have a Purchase of Service Agreement for Fee Subsidy with the County of Middlesex.
 - Special Needs Resources: Provides Enhanced Support Services from a contracted community agency to promote equitable access for children with special needs, disabilities, and/or medical conditions to fully participate in child care and EarlyON programs and services.

SOCIAL SERVICES

Ontario Works Program:

- Ontario Works provides temporary financial assistance to residents in need while they are actively assisted in becoming employed and achieving self-reliance. Income assistance includes allowances for basic needs, shelter, as well as other benefits prescribed in the regulations to those applicants who meet mandatory eligibility requirements. Employment Assistance may include options to help individuals and families find and retain employment, become more employment ready and access funding for training and other employment related expenses.

Homelessness Prevention Program (HPP):

- HPP is a provincially funded initiative to provide housing and homelessness prevention assistance and support services to vulnerable populations to prevent chronic homelessness and support recipients to remain stably housed over time.

Social Housing:

- Responsibility for social housing access, eligibility, and waitlist management, the administration of social housing mortgage subsidies, supplements, and program compliance, and the administration of new affordable housing program responsibilities resides with the City of London as the Service Manager (Housing Services Act). The public housing stock within the City and County is owned and delivered by the London and Middlesex Community Housing (LMCH), as a corporate entity of the City of London.

The Homemakers and Nurses Services Program (HMNS):

- HMNS is a community-based service operated by the County of Middlesex. It provides homemaking services through a community agency contract to individuals who require assistance with household activities and who have limited financial resources.

SOCIAL SERVICES

2023 Budget Highlights

- The Ontario Works program costs are funded 100% by the Ministry of Children, Community and Social Services (MCCSS). The Ontario Works program costs budget line was decreased in 2023 by \$88,940 as a result of changes made to caseload assumptions.
- The Ontario Works Caseload size is expected to increase in 2023. The caseload in January 2023 was 378. On January 23, 2023, the Province provided an updated caseload forecast which included a monthly caseload of 14.1% in 2022-23. These provincial planning projections are subject to change due to economy, pandemic and federal policy changes, decisions and other extenuating circumstances. The program costs are based on a caseload size of 388.
- The provincial funding (MCCSS) for Ontario Works administration, as a result of the modernization strategy, has been frozen at the 2018 actual expenditure levels since 2019. However, the County funding is provided by the CMSM based on the Service Agreement. The funding has been adjusted to reflect the agreement. Employment related expenses are 100% provincially funded.
- The province's plan is to fundamentally change the delivery of Ontario Works through Employment Services Transformation. Our region is expecting an announcement regarding the Service Manager in February 2023. The Provincial funding for Ontario Works including Employment Funding remains stable in 2023 but it is expected to change significantly in 2024 but the details are not known at this time.
- EarlyON funding allocation was increased to \$394,872 (\$377,605 in 2022 and \$350,000 in 2021).
- Child Care and Early Years Funding from the Ministry of Education is determined on an annual basis. The budget reflects a required County contribution of \$224,031. Additional cost of administration funding was provided (starting in 2022) for two new positions to support the growing portfolio and the Canada Wide Early Learning and Child Care program.

SOCIAL SERVICES

- In 2022 the Canada Wide Early Learning and Child Care (CWELCC) program was introduced. This program is 100% funded (provincial and federal funding).
- The Province is currently updating the Child Care and Early Years funding formula.

Social Housing:

The budget has increased by \$391,285 in 2023 compared to 2022.

The 2023 budget figure is calculated using the blended formula based on using 70% weighted assessment and 30% actual costs basis (using location of housing units as the measurement).

There were no material changes to the Housing budget as a result of the City of London 2023 Budget Update process. The primary drivers of the overall Housing budget continue to be the investments approved in the 2020-2023 Multi-Year Budget, most notably in London-Middlesex Community Housing (LMCH) to address their infrastructure challenges across their whole portfolio.

SOCIAL SERVICES

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
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REVENUE

COUNTY OF MIDDLESEX	\$ 6,887,351	6,635,595	7,224,894	7,602,217	377,323	5.22%
GOV. CONTRIBUTION - PROV./CITY & OW	8,438,502	12,462,112	8,594,620	9,142,608	547,988	6.38%
TOTAL REVENUE	\$ 15,325,853	19,097,707	15,819,514	16,744,825	925,311	5.85%

EXPENDITURES

ONTARIO WORKS & EMPLOYMENT ADMINISTRATION

SALARIES	\$ 1,028,285	942,029	942,029	941,848	(181)	-0.02%
LOCAL SYSTEM SUPPORT SALARIES	56,650	56,650	56,650	58,009	1,359	2.40%
BENEFITS	307,892	279,755	279,755	278,501	(1,254)	-0.45%
LOCAL SYSTEM SUPPORT EQUIPMENT	45,452	50,186	43,904	48,052	4,148	9.45%
TRAVEL	15,000	4,128	10,000	15,000	5,000	50.00%
TRAINING AND EDUCATION	15,000	8,604	15,000	20,000	5,000	33.33%
MEMBERSHIPS	2,500	2,642	2,500	2,500	-	0.00%
GENERAL OFFICE EXPENSE	35,000	32,906	30,000	33,846	3,846	12.82%
TECHNOLOGY	3,000	5,878	16,000	15,000	(1,000)	-6.25%
ACCOMODATION	81,500	81,500	81,500	81,500	-	0.00%
PROFESSIONAL ADVISORS	2,500	432	2,500	2,500	-	0.00%
PURCHASED SERVICE	50,000	41,645	50,000	53,000	3,000	6.00%
PARTICIPATION EXPENSES	30,000	26,383	30,000	30,000	-	0.00%
INTAKE	28,000	-	28,000	28,000	-	0.00%
PROGRAM COSTS	3,647,343	2,947,931	3,593,051	3,504,111	(88,940)	-2.48%
TOTAL O.W. & EMPLOYMENT ADMIN	\$ 5,348,122	4,480,669	5,180,889	5,111,867	(69,022)	-1.33%

CHILDREN'S SERVICES

ADMINISTRATION - SALARIES	135,000	137,786	137,786	268,008	130,222	94.51%
ADMINISTRATION - BENEFITS	36,352	36,442	36,442	60,423	23,981	65.81%
PROGRAM - FEE SUBSIDY	3,448,779	7,250,406	3,697,574	4,131,594	434,020	11.74%
PROGRAM - SUMMER REC. CHILD CARE	15,000	10,683	15,000	15,000	-	0.00%
PROGRAM - SPECIAL NEEDS	264,087	264,087	264,087	264,087	-	0.00%
MIDDLESEX SUPPORTS	124,000	117,537	124,000	124,000	-	0.00%
PAY EQUITY	25,032	25,032	25,032	25,032	-	0.00%
CAPACITY	31,200	31,200	31,200	31,200	-	0.00%
TOTAL CHILDREN'S SERVICES	\$ 4,079,450	7,873,173	4,331,121	4,919,344	588,223	13.58%



2023

BUDGET

SOCIAL SERVICES

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
SOCIAL HOUSING						
SOCIAL HOUSING - SOCIAL HOUSING	5,722,885	5,799,181	6,137,595	6,528,880	391,285	6.38%
OTHER PROGRAM COSTS						
OTHER PROGRAM COSTS	175,396	125,532	169,909	184,734	14,825	8.73%
COVID-19 PROGRAM						
COVID-19 PROGRAM	-	819,152	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 15,325,853	19,097,707	15,819,514	16,744,825	925,311	5.85%

TRANSPORTATION

County Highways 2023 Budget Summary

2023 Operating Budget

County levy increased overall by 5.27% (or approximately \$1,191,000) as per increases as indicated below:

Significant increase in capital and operational costs due to the massive impact of inflation on material costs, notably fuel and asphalt (see notes below)

Slight increase to Federal Gas Tax funding (\$2,367,914), however the formula component of the Ontario Community Infrastructure Fund has decreased to \$1,112,838 for a reduction of 15%.

Significant insurance premium increases in 2023 affecting operating budget.

2022 winter maintenance surplus (\$300,000) and draw from winter maintenance reserves (\$200,000) recommend to be used in 2023.

Per kilometer annual maintenance costs estimated \$10,200 (winter maintenance costs \$7,000)

2023 Capital Budget

Transfer to capital reserves for roads projects increased to \$15,120,000 which includes capital projects as recommended in the Middlesex County Cycling Strategy.

Transfer to capital reserves for bridge and special projects increased to \$5,220,000.

Transfer to equipment capital as per asset management policies increased to \$980,000 in accordance with approved five-year machinery replacement program.

Transfer to facilities capital as per asset management policies of \$200,000.

Wind Farm Compensation Reserves in the amount of \$800,000 proposed to be used to fund infrastructure renewal on County Road 7 (Elginfield Road) adjacent to electricity transmission lines.

Approximately 91.2 lane km scheduled for reconstruction/rehab in 2023. Major road reconstruction with County forces scheduled for Pike Road and Mullifarry Drive in

Adelaide Metcalfe. Continued partnerships with Lucan Biddulph, Thames Centre and North Middlesex for urban renewal projects in Lucan, Dorchester and Parkhill.

Detailed design and preliminary construction and utility relocation for the Glendon/Vanneck/Coldstream/Jeffries roundabout continues in 2023 with tendering of the project expected this summer.



2023 BUDGET

TRANSPORTATION

Major bridge projects include Black's Bridge, Bothwell Bridge, Narin Bridge, Waubuno Creek Bridge and Pike Road Bridge. Smaller culvert and bridge rehabilitations to be completed by County forces. Continued investment to fund the replacement of the Thorndale Bridge sometime over the next 5 to 7 years.

New traffic signals anticipated at the intersection of Littlewoods Drive and Carriage Road and Metcalfe Street and Head Street.

2023 Fire Dispatch/Emergency Management/911

Budgeting for expected return to normal activity levels of pre COVID pandemic functions.

2023 Environmental Services

No change as per agreement with the City of London for household special waste. No special projects are anticipated in 2023.

County Highways Budget Considerations

1% of total highways budget ≈ \$320,000

Guiding Principles Operating Budget

The County of Middlesex operates on the principle of operating in both summer and winter with a generally static number of employees. Our staff perform various maintenance activities in the summer and winter maintenance in the winter months. Our fleet and staffing complement has been designed to provide a consistent level of service and although the total length of roads in the County system has increased several times since 1999 our full time staff complement has only increased by one full time employee.

The individual items in the County maintenance budget are estimated for our expected activities, but since we are working with a static number of employees and equipment and over expenditure in one area consequently requires an under expenditure in another.



2023 BUDGET

TRANSPORTATION

Any reduction in a single maintenance item results in a change to our overall service levels and may necessitate a reduction in staff. Outside of the potential union issues with staff reductions, there would be a serious impact on the County winter maintenance operations. A reduction in our fleet would necessitate the hiring of private snow plow operators, which our history has shown to be at least 30% more expensive than using our own forces for winter maintenance.

Guiding Principles Capital Budget

The County's road capital budget is calculated with an estimated service life of 18 years for pavements. For our current road network that would mean an average of 47.5 km (95 lane km) should be rehabilitated each year. Our proposed road transfer to capital allows us to maintain this practice. A reduction would result in a decline in the overall condition of our road network. The construction of the infrastructure recommended in the Middlesex County Cycling Strategy is expected to cost approximately \$64,000,000 over the next 20 years.

The bridge replacement and rehabilitation program is designed with good asset management and life cycle event programming. Our bridge infrastructure is aging and demand for structure replacements are increasing as more bridges are reaching the end of their expected service life.

County of Middlesex continues to support local infrastructure renewal projects along County roads and have taken the position as to not be a barrier to the progression of these important capital programs, however this does create additional pressure on the County's capital budget.

TRANSPORTATION

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 22,392,912	21,714,802	22,598,752	23,790,083	1,191,331	5.27%
TRANSFER FROM RESERVES	-	-	-	4,300,000	4,300,000	100.00%
CITY OF LONDON	1,250,000	1,616,658	1,250,000	1,250,000	-	0.00%
GRAVEL ROYALTY	50,000	116,830	50,000	50,000	-	0.00%
FEDERAL GAS TAX	2,269,251	2,269,251	2,269,251	2,367,914	98,663	4.35%
OCIF	620,316	1,309,221	1,309,221	1,112,838	(196,383)	-15.00%
TOTAL REVENUE	\$ 26,582,479	27,026,762	27,477,224	32,870,835	5,393,611	19.63%
EXPENDITURES						
OPERATING COSTS						
ROAD MAINTENANCE	\$ 8,003,600	7,270,564	8,285,000	8,514,500	229,500	2.77%
BRIDGE & CULVERT MAINTENANCE	250,000	148,408	260,000	286,000	26,000	10.00%
OVERHEAD	2,105,678	2,806,454	2,438,647	2,699,531	260,884	10.70%
EQUIPMENT & HOUSING OPERATIONS	(830,464)	(374,400)	(804,928)	(761,196)	43,732	-5.43%
ENVIROMENTAL SERVICES	25,000	-	25,000	25,000	-	0.00%
EMERGENCY PLANNING, FIRE & 911	520,000	471,231	569,000	587,000	18,000	3.16%
TOTAL OPERATING COSTS	\$ 10,073,814	10,322,257	10,772,719	11,350,835	578,116	5.37%
TRANSFERS						
TRANSFER TO ROADS CAPITAL	11,058,665	11,224,505	11,224,505	15,120,000	3,895,495	34.71%
TRANSFER TO EQUIPMENT CAPITAL	800,000	830,000	830,000	980,000	150,000	18.07%
TRANSFER TO FACILITIES CAPITAL	150,000	150,000	150,000	200,000	50,000	33.33%
TRANSFER TO BRIDGE CAPITAL	4,500,000	4,500,000	4,500,000	5,220,000	720,000	16.00%
TOTAL TRANSFERS	\$ 16,508,665	16,704,505	16,704,505	21,520,000	4,815,495	28.83%
TOTAL EXPENDITURES	\$ 26,582,479	27,026,762	27,477,224	32,870,835	5,393,611	19.63%

TRANSPORTATION

Description		2023 Budget
2023 TRANSPORTATION CAPITAL PROJECTS		
COMPUTER HARDWARE/SOFTWARE:		
COMPUTER HARDWARE (REPLACEMENT)		4,700
COMPUTER HARDWARE (NEW)		20,000
SOFTWARE LICENSING		54,000
TOTAL COMPUTER HARDWARE/SOFTWARE		78,700
CONSTRUCTION:		
	LANE KM	
MULLIFARRY (CR 33) CR 81 TO CR 45	3.6	1,000,000
PIKE (CR 45) CR 33 TO CR 39	4.8	1,600,000
REHABILITATION:		
	LANE KM	
ELGINFIELD (CR 7) CR 81 TO LAMBTON	22	3,300,000
WESTCHESTER BRNE (CR 74) CR 29 TO ELGIN	18.4	1,500,000
THORNDAL RD (CR 28) FAIRVIEW TO OXFORD	11	1,600,000
MCGILLIVRAY DR (CR 24) CR 21 TO HWY 4	15.4	1,700,000
CENTRE RD (CR 81) CR 22 TO CR 12	16	2,250,000
PARTNERSHIPS:		
PARKHILL MAIN ST (\$1,000,000 PREVIOUSLY ALLOCATED)		-
LUCAN (CR 13 & CR 47)		1,095,000
HAMILTON RD DORCHESTER		575,000
GLENDON DR ROUNDABOUT (\$3,500,000 PREVIOUSLY ALLOCATED)		500,000
TOTAL ROADS	91.2	15,120,000
BRIDGES/SPECIAL PROJECTS:		
BLACKS BRIDGE (\$2,100,000 PREVIOUSLY ALLOCATED)		2,300,000
THORNDAL BRIDGE (\$2,500,000 PREVIOUSLY ALLOCATED)		250,000
WAUBUNO BRIDGE		500,000
PIKE RD BRIDGE (\$850,000 PREVIOUSLY ALLOCATED)		200,000
NAIRN ROAD BRIDGE REPLACEMENT (\$800,000 PREVIOUSLY ALLOCATED)		400,000
GORE ROAD BRIDGE REPAIR		200,000
NAIRN ROAD BRIDGE REPAIR		140,000
ELGIN ROAD BRIDGE REPAIR		230,000
TRAFFIC SIGNALS CR 35 & CR 13		300,000
TRAFFIC SIGNALS HEAD ST & CR 39		300,000
FUTURE ENGINEERING		100,000
MUNICIPAL DRAINS		300,000
TOTAL BRIDGES/SPECIAL PROJECTS		5,220,000
TOTAL CAPITAL PROJECTS		20,340,000

STRATHMERE LODGE

Contact: Brent Kerwin, Administrator Strathmere Lodge

Strathmere Lodge, a not-for-profit, long-term-care home is owned by the County of Middlesex. Rebuilt in 2006, this facility sits on a five-acre site on the outskirts of Strathroy. The home provides care to 160 residents in accordance with Ontario legislation and standards established and monitored by the Ministry of Long Term Care.

Strathmere Lodge is committed to providing competent and compassionate resident-centred and self-directed care to individuals in need of our services in an atmosphere of respect for the dignity, spiritual and cultural values of each resident. We strive for excellence in the provision of quality of life and care for our residents ensuring that their holistic (emotional, physical and social) needs are met. We value our employees and volunteers and are committed to a healthy, safe, productive and enjoyable work environment.

2023 Budget Changes/Assumptions

Revenue

As part of the province's multi-year funding commitment to increase Direct Care time for long term care home residents (announced in late 2021), The Lodge is receiving a minimum of \$626,333 in additional Nursing funding in 2023, which will be used to increase Personal Support Worker (PSW) staffing hours by 7.0 FTEs (following a 2022 increase of 11.2 FTEs).

Expenditures

The increase in County subsidy for 2023 is largely attributable to: inflationary pressures; collective agreement wage increases; and an unfunded staffing increase of 0.7 FTE Laundry Aide hours, necessary given that the increase in Direct Care funding noted above has led to an increase in Laundry demands (e.g., laundering of bed linens, towels, face clothes, personal resident clothing), as the increase in PSW hours enhances the provision of personal care to the residents.

Capital Requirements

Capital cost requirements for Strathmere Lodge for 2023 include Point Click Care (Health Record) software and rational (dietary).

Point Click Care is an electronic health record software that has become the industry standard in the long-term care home sector, allowing for integration with other health care-related software, such as clinical decision making software, and medication safety software.

County Contribution

As a result of the above, we have budgeted for a **\$443,898 (11.88%) increase** in the County's 2023 contribution amount.



STRATHMERE LODGE

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 2,688,368	3,497,771	3,737,563	4,181,461	443,898	11.88%
PROVINCE OF ONTARIO	7,739,832	10,699,923	9,188,136	9,964,410	776,274	8.45%
RESIDENTS	4,404,627	4,016,756	4,254,906	4,231,982	(22,924)	-0.54%
OTHER	39,234	69,184	39,719	37,906	(1,813)	-4.56%
TRANSFER FROM RESERVE - WSIB	30,000	30,000	30,000	30,000	-	0.00%
TRANSFER FROM RESERVE - CAPITAL	103,160	217,824	217,824	50,000	(167,824)	-77.05%
TOTAL REVENUE	\$ 15,005,221	18,531,458	17,468,148	18,495,759	1,027,611	5.88%
EXPENDITURES						
SALARIES	\$ 9,701,032	11,446,093	11,256,029	12,315,338	1,059,309	9.41%
BENEFITS	2,560,428	2,622,320	2,998,471	3,299,692	301,221	10.05%
SUPPLIES	229,130	263,990	261,425	285,561	24,136	9.23%
FACILITY REPLACEMENTS	54,150	96,148	31,870	35,370	3,500	10.98%
FACILITY MAINTENANCE	252,830	241,996	288,050	277,245	(10,805)	-3.75%
OTHER REPLACEMENTS	106,210	135,677	108,500	111,000	2,500	2.30%
PURCHASED SERVICES	588,477	608,169	678,728	630,174	(48,554)	-7.15%
RAW FOOD	576,207	644,630	605,017	675,946	70,929	11.72%
UTILITIES	366,500	399,052	380,000	400,000	20,000	5.26%
INSURANCE	44,720	63,785	60,826	62,444	1,618	2.66%
AUDIT	4,500	6,500	4,500	4,800	300	6.67%
LEGAL & CONSULTING	20,000	14,466	20,000	20,000	-	0.00%
TREASURY CHARGE	104,800	106,586	106,582	108,329	1,747	1.64%
OFFICE EXPENSES	36,940	41,396	38,100	39,340	1,240	3.25%
EDUCATION, TRAVEL & CONVENTIONS	56,137	17,872	50,750	23,520	(27,230)	-53.66%
CAPITAL	303,160	579,300	579,300	207,000	(372,300)	-64.27%
COVID-19 PROGRAM	-	1,243,480	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 15,005,221	18,531,458	17,468,148	18,495,759	1,027,611	5.88%



2023

BUDGET

STRATHMERE LODGE

Description	2023 Budget
2023 Strathmere Lodge Capital Projects	
SWITCH TO POINT CLICK CARE (HEALTH RECORD) SOFTWARE (INCL.TRAINING)	160,000
RATIONAL (DIETARY)	47,000
TOTAL CAPITAL PROJECTS	207,000

STRATHMERE LODGE DEBENTURE

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 757,000	757,000	757,000	536,440	(220,560)	-29.14%
PROVINCE OF ONTARIO	604,440	604,440	604,440	604,440	-	0.00%
TOTAL REVENUE	\$ 1,361,440	1,361,440	1,361,440	1,140,880	(220,560)	-16.20%
EXPENDITURES						
PRINCIPAL	\$ 890,000	890,000	890,000	890,000	-	0.00%
INTEREST	196,297	155,001	155,001	113,705	(41,296)	-26.64%
TSF. TO RESERVE - TAX RATE	275,143	316,439	316,439	137,175	(179,264)	-56.65%
TOTAL EXPENDITURES	\$ 1,361,440	1,361,440	1,361,440	1,140,880	(220,560)	-16.20%

LAND AMBULANCE

Overview

Contact: Neal Roberts, Chief, Middlesex-London Paramedic Service

Middlesex-London Emergency Medical Services Authority, operating as Middlesex-London Paramedic Service is the direct provider of paramedic services for the County of Middlesex and the City of London, under the leadership of the Chief. Administrative offices are located in the Emergency Medical Services Headquarters located at 1035 Adelaide Street South, London, Ontario.

Paramedic Service management is provided by a Chief, one (1) Deputy Chief, one (1) Commander of Operations, one (1) Commander of Professional Practice & System Oversight, one (1) Commander of Logistics, twelve (12) Operational Superintendents, one (1) Education Superintendent, one (1) Superintendent of Community Paramedicine, one (1) Superintendent of Logistics, one (1) Superintendent of Service Compliance and four (4) Deputy Superintendents. Operations are conducted from thirteen ambulance stations located throughout the County and the City.

The front-line of the organization includes over 366 full-time and part-time primary care and advanced care paramedics and over 20 logistics support staff.

Middlesex-London Paramedic Service delivers an efficient and high-quality emergency medical response, patient care and other paramedic services to the population of Middlesex County and London. Governed by required provincial targets and standards as a minimum service level, Middlesex-London Paramedic Service will rapidly respond to patients in crisis, provide excellence in emergency medicine, be proactive in planning for our vulnerable patients, lead emergency preparedness for our community, collaborate with our partners, and contribute to evidence based best practice for the advancement of the paramedic profession.

LAND AMBULANCE

Middlesex-London Paramedic Service has three outward facing edges:

1. 911 response operations – at peak, 33 ambulances staffed with 2 paramedics, strategically positioned throughout the City of London and County of Middlesex. Ambulances respond to request for service (Dispatched by provincial centres), rendering care and transport to patients. Included in this deployment is a dedicated neonatal transport unit (separately funded by the MOH) committed to assisting hospital based neonatal transport teams in moving their patients. Made up of highly qualified primary and advanced care paramedics, the operation responded to approximately 111,000 calls for service in 2022 (inclusive of code 8 emergency stand-by calls).
2. Community Paramedicine – Operating outside of the Ambulance Act, Middlesex-London Paramedic Service's Community Paramedicine program offers a variety of "non-traditional" services, aimed at reducing 911 requests for service, providing care to the communities most vulnerable patients, and providing follow-up to patients recently seen/treated by paramedics. Community Paramedicine programming receives no municipal funding, and is subject to alternative funding streams, most recently, the now reformed Southwest Local Hospital Integration Network (SWLHIN), which is attached to the now Ontario Health.
3. Community Education/Public Access Defibrillation Program (PAD) – this program, delivered by one employee, oversees the delivery of education to the public (CPR, First Aid and PAD) as well as managing over 320 public access defibrillators throughout the community. This program is funding through cost recovery charges to community groups, who request our services.

2023 Budget Summary:

The proposed 2023 budget is \$61,385,275.26, an increase of 17.85% from the approved 2022-year budget. Calls for paramedic service continue to outpace the forecasted year-over-year increase of 3% predicted in the strategic analysis submitted in 2014, with over 85% of calls originating within the City of London boundaries.

LAND AMBULANCE

In addition to the rise in call volume, Middlesex-London Paramedic Service continues to experience offload delays at area Emergency Departments which place additional pressures on staffing and paramedic operations. These offload delays have a direct effect on paramedic resources as paramedic crews, at times, are unable to offload patients at the hospitals in a timely matter resulting in a service level reduction.

Budget Highlights:

- The addition of (2) new (24) hour system enhancements added in 2023. The proposed enhancement will add 16 full-time paramedic positions in 2023.
- New Operations Superintendent positions added in 2023.
- System support costs have risen to reflect projected demand in 2023.
- Increase in payroll costs to correlate estimated staffing levels and collective agreement obligations.
- Included in the proposed 2023 budget are ongoing proactive investments in mental health programs for employees. This includes EFAP services, a consulting psychologist, mental wellness programs and a dedicated Peer Support Team.
- Additional costs for consumable supplies commensurate to projected call volume increases and inflation.
- Additional costs for vehicle operations commensurate to the projected fleet size in 2023.
- Training increases in 2023 reflect the additional full-time and part-time staffing levels and Special Operations training.
- Corporate support services charges to reflect staffing growth, demand levels and organizational complexities.

LAND AMBULANCE

- Vehicle and equipment life cycle replacement costs:
 - Purchase of ambulances/response vehicles, inclusive of new unit stretchers, stair chairs and computer laptops.
 - Purchase of new Emergency Response Vehicles (ERV)
 - Vehicle in-line system conversion/AVL
 - System hardware replacement
- The proposed 2023 budget includes additional funds for liability and fleet insurance premiums.
- The proposed 2023 budget includes rent and station maintenance expenditures commensurate with station lease obligations and planned station replacements.

Drivers of the 2023 Draft Budget

- The 2023 draft budget for Middlesex London Paramedic Service focuses on the need to support the recovery of current systemic pressures.
- What Middlesex-London is experiencing and the pressures facing the system is being experienced provincially, nationally, and worldwide.
- The need for additional investments is a result of increased call volume coming out of the COVID 19 Pandemic, growth, significant hospital delays, and supply chain demand beyond our service's control.
- Increased mental health and wellness support for MLPS frontline workers and staff is a critical element of the proposal.
- The original 4-year draft budget (submitted to the City of London) estimate did not anticipate conditions and pressures that we are currently facing.

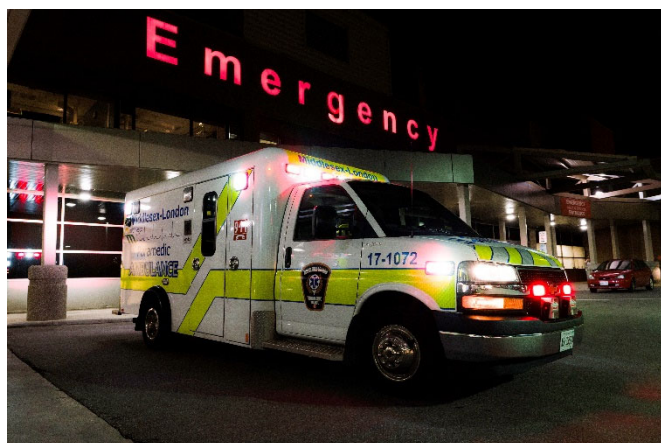
LAND AMBULANCE

System Pressures in 2023:

Middlesex London Paramedic Service continues to face numerous financial and operating pressures in 2023. Specifically,

- Provincial funding uncertainty
- One year funding lag from the Ministry of Health
- Community Paramedicine funding uncertainty
- Call volume and complexity of calls
- Offload delays (offload delays in 2022 have increased 158.70% over those in 2021)
- Paramedic staffing levels
- Inflation and supply chain challenges
- Ombudsman report
- Sanctioned and Unsanctioned events
- Population growth

Thank you for your time and the opportunity to present the proposed 2023 budget for Middlesex-London Paramedic Service.



LAND AMBULANCE

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 4,184,659	4,856,012	4,690,537	5,746,126	1,055,589	22.50%
PROVINCE OF ONTARIO - LAND AMBULANCE	21,540,778	23,782,534	23,392,964	26,043,848	2,650,884	11.33%
CITY OF LONDON - LAND AMBULANCE	21,138,691	24,714,081	24,004,194	29,595,302	5,591,108	23.29%
TRANSFERS FROM RESERVES	-	-	-	-	-	0.00%
COVID-19 PROGRAM - LAND AMBULANCE	-	-	-	-	-	0.00%
TOTAL REVENUE	\$ 46,864,128	53,352,627	52,087,695	61,385,276	9,297,581	17.85%
EXPENDITURES						
SERVICES						
PAYMENT TO MLPS	44,790,938	50,847,838	49,582,906	58,127,195	8,544,289	17.23%
VEHICLES, EQUIPMENT & MEDICAL SUPPLIES						
TRANSFER TO VEHICLE & EQUIPMENT	2,383,191	2,504,789	2,504,789	3,258,081	753,292	30.07%
TOTAL EXPENDITURES	\$ 47,174,129	53,352,627	52,087,695	61,385,276	9,297,581	17.85%

LIBRARY



Introduction

Contact: Lindsay Brock, Director of Library Services/CEO

Middlesex County Library is a system of 15 libraries that provide free access to quality materials and resources to all residents of Middlesex County. Our libraries are staffed by over 70 dedicated, friendly, and helpful community members. The library's mandate is to provide a vibrant community space that encourages people to gain knowledge, build relationships, be creative and enhance their lives.

2023 Budget Highlights

- The proposed budget will support the ongoing delivery of Library, EarlyON and Community Navigator services and programs, as well as the execution of capital projects that will provide a greater level of support to library branches and staff.
- The library ended the 2022 budget year in a surplus, primarily the result of two situations: fulfillment challenges with the library's primary collection vendor; and an increased occurrence of staff absences and attrition. This surplus has been applied to the 2023 budget to support the proposed 2023 projects.
- The impact of inflation on the library budget can be seen in the library lease payments - rental payments to the local municipalities will increase by 6.8%, based on the Consumer Price Index.
- The draft salaries budget reflects a 3.5% increase to wages, as well as regular grid step movements.

LIBRARY

- The capital budget includes the scheduled replacement of 33 computer workstations (staff and public), 15 monitors, 4 printer/scanner/copier units, 11 barcode scanners, 11 ipads, 1 television, 7 branch projectors, 2 microfilm viewer/scanner units, 23 wifi checkpoint units, and other technology related to network improvements. As well, the capital budget includes funds to maintain the wifi hotspot lending program (\$10,000), and the purchase of new technology to support system-wide branch programming (\$10,000). Previous technology programming purchases included Oculus Virtual Reality equipment, 3D printers, and coding kits.
- The 2023 Library budget will support the ongoing development and evolution of collections, services and programs, providing the necessary resources to execute the library's strategic plan and position the library for continued success.

LIBRARY

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
REVENUE						
COUNTY OF MIDDLESEX	\$ 4,331,633	4,563,635	4,563,635	4,968,762	405,127	8.88%
PROV. OF ONT. - OPERATING	134,047	134,047	134,047	134,047	-	0.00%
EARLYON CHILD AND FAMILY CENTRES	350,000	377,301	350,000	377,605	27,605	7.89%
SOCIAL SERVICES	106,500	147,978	123,877	123,877	-	0.00%
DONATIONS / FUNDRAISING	6,000	9,166	6,000	5,000	(1,000)	-16.67%
FINES & LOST BOOKS	4,000	4,936	10,000	8,000	(2,000)	-20.00%
OTHER REVENUES	5,000	5,913	8,000	8,000	-	0.00%
MODERNIZATION FUNDING	355,000	46,301	-	-	-	0.00%
TRANSFER FROM RESERVE FUND	-	-	-	75,000	75,000	100.00%
SURPLUS PRIOR YEAR	335,000	300,000	300,000	130,000	(170,000)	-56.67%
TOTAL REVENUE	\$ 5,627,180	5,589,277	5,495,559	5,830,291	334,732	6.09%

EXPENDITURES

SALARIES	\$ 2,419,890	2,674,147	2,785,879	2,982,186	196,307	7.05%
BENEFITS	560,434	595,859	612,839	703,352	90,513	14.77%
OPERATIONS	267,700	233,769	257,700	251,100	(6,600)	-2.56%
COLLECTIONS	471,000	419,364	471,000	461,000	(10,000)	-2.12%
BRANCH DEVELOPMENT	60,000	47,906	60,000	60,000	-	0.00%
BRANCHES - RENT	700,290	712,147	714,990	762,961	47,971	6.71%
AUTOMATION	129,091	156,097	129,091	157,237	28,146	21.80%
TRANSFER TO CAPITAL	709,650	154,760	154,760	115,350	(39,410)	-25.47%
LIBRARY OFFICE MAINTENANCE	9,125	9,300	9,300	9,500	200	2.15%
EARLYON CHILD AND FAMILY CENTRES	300,000	400,506	300,000	327,605	27,605	9.20%
COVID-19 PROGRAM	-	11,752	-	-	-	0.00%
COVID-19 PROGRAM - EARLY-ON	-	-	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 5,627,180	5,415,607	5,495,559	5,830,291	334,732	6.09%

2022 SURPLUS / (DEFICIT) **\$ 173,670**

Description	2023 Budget
2023 Library Capital Projects	
WIFI HOTSPOT LENDING PROGRAM	10,000
BRANCH PROGRAMMING TECHNOLOGY	10,000
COMPUTER HARDWARE (REPLACEMENT)	95,350
TOTAL CAPITAL PROJECTS	115,350

MIDDLESEX-LONDON HEALTH UNIT

Description	2021 Budget	2022 Projected	2022 Budget	2023 Budget	Change (\$)	Var (%)
DRAFT BUDGET						
MIDDLESEX COUNTY CONTRIBUTION	\$ 1,277,057	1,404,859	1,404,859	1,404,859	-	0.00%
TOTAL	\$ 1,277,057	1,404,859	1,404,859	1,404,859	-	0.00%

COUNTY OF MIDDLESEX
RESERVE - TAX RATE STABILIZATION

	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>	<u>\$,000</u>
Balance forward from prior year	\$ 1,072	\$ 2,443	\$ 3,092	\$ 7,645	\$ 9,186	\$ 9,171	\$ 7,040	\$ 7,077	\$ 12,079	\$ 12,079
Transfer to Reserve										
Transfer to Reserve - Surplus	688	585	471	2,686	3,403					
Sale of property			4,000					5,000		
Transfer to Operating	-108	-128	-151	-1,420	-3,734	-2,268				
Transfer to Capital										
Transfer from Strathmere Lodge - Senior Services	640									
Strathmere Lodge - Debenture	151	192	233	275	316	137	37	2		
Balance	\$ 2,443	\$ 3,092	\$ 7,645	\$ 9,186	\$ 9,171	\$ 7,040	\$ 7,077	\$ 12,079	\$ 12,079	\$ 12,079
Net change	\$ 1,371	\$ 649	\$ 4,553	\$ 1,541	\$ -15	\$ -2,131	\$ 37	\$ 5,002	\$ -	\$ -

COUNTY OF MIDDLESEX			
Reserves & Reserve Funds			
Budget 2023			
	2021	2022	2023
	Actual	Projected	Projected
Reserves			
Working Capital	\$ 730,607	\$ 730,607	\$ 730,607
Insurance	320,150	320,150	320,150
Tax Rate Stabilization	9,185,612	9,171,129	7,040,169
Workers' Compensation	735,959	794,732	764,732
Winter Control	1,663,870	1,663,870	1,463,870
Ambulance - Equip. & Facilities - 50%/50%	76,089	102,489	128,889
Ambulance - Equip. & Facilities - 100%	347,030	347,030	347,030
Ambulance - Severance - 50%/50%	117,647	72,647	72,647
Ambulance - Severance - 100%	161,170	161,170	161,170
Ambulance - Cross Border Billings - 50%/50%	485,068	460,068	435,068
Ambulance - Operations - 50%/50%	15,343	15,343	15,343
Ambulance - Operations - 100%	586,234	586,234	586,234
Ambulance - ACR Chart Fees - 100%	38,873	45,683	51,683
Ambulance - Research Grant - 100%	55,261	56,179	58,179
Ambulance - PTSD Grant - 100%	193,645	93,645	193,645
Ambulance - CP - 100%	-	142,356	162,356
Woodlands	172,032	217,626	189,626
Tree Bank	36,498	11,498	11,698
Totals	\$ 14,921,088	\$ 14,992,456	\$ 12,733,095
Reserve Funds			
Capital Works	\$ 16,329,481	\$ 16,715,168	\$ 17,110,497
County - Facilities	-	-	-
County - Revenue Replacement Investment	7,651,000	7,442,275	7,028,331.88
Future Road Construction	8,866,213	9,237,413.76	6,968,349.10
Transportation Vehicles & Equipment	3,117,283	4,690,409	4,807,669
Bridges	5,035,339	5,222,723	4,328,291
Sand & Salt Domes	64,109	86,212	119,117
Garages	300,882	441,655	626,946
Wind Farm Decommission - Fees	703,807	806,108	90,966
Lodge - Gifts & Donations	42,158	36,345	38,279
Lodge - Chapel Fund	2,945	2,929	3,514
Lodge - Equipments & Facilities	351,823	137,349	89,532
IT Equipments	354,540	407,503	474,373
Strathroy Library Reserve Fund	68,430	70,140.81	71,894.33
Library Technology Replacement	150,563	154,326.57	81,309.74
Friends of Strathroy Library	-	33,767.53	34,611.72
Murray Elliott Reserve Fund	69,608	71,348.19	73,131.89
Totals	\$ 43,108,180	\$ 45,555,672	\$ 41,946,814
Deferred Revenue- Obligatory Res.Fund			
Federal Gas Tax	\$ 6,534,397	\$ 6,697,757	\$ 6,865,201
Totals	\$ 6,534,397	\$ 6,697,757	\$ 6,865,201

2023 Allocation Notice**County of Middlesex**

3900

In 2023, the Province is providing the County of Middlesex with \$312,500 in funding through the OMPF.

A Total 2023 OMPF	\$312,500
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1. Assessment Equalization Grant Component	-
2. Northern Communities Grant Component	-
3. Rural Communities Grant Component	-
4. Northern and Rural Fiscal Circumstances Grant Component	-
5. Transitional Assistance	\$312,500

B Key OMPF Data Inputs

1. Households	30,530
2. Total Weighted Assessment per Household	\$389,095
3. Rural and Small Community Measure (RSCM)	61.3%
4. Farm Area Measure (FAM)	n/a
5. Northern and Rural Municipal Fiscal Circumstances Index (MFCI)	n/a
6. 2023 Guaranteed Level of Support	85.0%
7. 2022 OMPF	\$367,600

Note: See line item descriptions on the following page.

2023 Allocation Notice**County of Middlesex**

3900

2023 OMPF Allocation Notice - Line Item Descriptions

A	Sum of 2023 OMPF grant components and Transitional Assistance, which are described in the 2023 OMPF Technical Guide. This document can be accessed at: https://www.ontario.ca/document/2023-ontario-municipal-partnership-fund/technical-guide
A5	If applicable, reflects the amount of transitional support provided to assist the municipality in adjusting to year-over-year funding changes.
B1	Based on the 2022 returned roll from the Municipal Property Assessment Corporation (MPAC).
B2	Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes retained by the municipality) divided by the total number of households.
B3	Represents the proportion of a municipality's population residing in rural areas and/or small communities. For additional information, see the 2023 OMPF Technical Guide, Appendix A.
B4	Represents the percentage of a municipality's land area comprised of farm land. Additional details regarding the calculation of the Farm Area Measure are provided in the 2023 OMPF Technical Guide, Appendix B.
B5	Measures a municipality's fiscal circumstances relative to other northern and rural municipalities in the province, and ranges from 0 to 10. A lower MFCI corresponds to relatively positive fiscal circumstances, whereas a higher MFCI corresponds to more challenging fiscal circumstances. For additional information, see the 2023 OMPF Technical Guide, Appendix D.
B6	Represents the guaranteed level of support the municipality will receive through the 2023 OMPF. For additional information, see the 2023 OMPF Technical Guide.
B7	Line A of 2022 OMPF Allocation Notice.

Note: Grant components and Transitional Assistance are rounded up to multiples of \$100.

THE CORPORATION OF THE COUNTY OF MIDDLESEX
BY LAW #7224

A BY-LAW to adopt tax rates and the payment schedule of the 2023 County levy by the lower-tier municipalities in the County of Middlesex.

WHEREAS:

- A. Section 311(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, (the "*Municipal Act, 2001*"), as amended, provides that an upper-tier municipality, on or before April 30 in each year, shall pass a by-law directing each lower tier municipality to levy a separate tax rate, as specified in the by-law, on the assessment in each property class in the lower-tier municipality rateable for upper-tier purposes. 2001, C25, s.311(2).

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

- 1. That 2023 tax rates for County purposes be approved as follows:

Property Class	Tax Ratio	Discount	2023 Tax Rate
Residential	1.000000		.00431244
Farmland	0.250000		.00107811
Farmland Awaiting Development	1.000000	35% (x .65)	.00280309
Managed Forests	0.250000		.00107811
Pipeline	1.055500		.00455178
New Multi – Residential	1.000000		.00431244
Multi Residential	1.769700		.00763173
Commercial	1.144900		.00493731
Commercial Vacant Land	1.144900	30% (x .70)	.00345612
Industrial	1.745100		.00752564
Industrial Vacant Land	1.745100	35% (x .65)	.00489167
Landfill	1.100000		.00474368

- 2. That the calculation of the 2023 tax rates is attached hereto as Schedule "A", forming part of this By law.
- 3. That pursuant to Section 311 (13) of the *Municipal Act, 2001* a lower tier municipality in a county shall pay amounts to the upper-tier municipality in the following installments:
 - a) 25 per cent of the amount required to be raised by the lower-tier municipality for upper tier purposes in the previous year, on or before March 31.
 - (b) 50 per cent of the amount required to be raised by the lower-tier municipality for upper-tier purposes in the current year, less the amount of the installment paid under (a), on or before June 30.
 - (c) 25 per cent of such current amount, on or before September 30.
 - (d) The balance of the entitlement for the year, on or before December 15.
- 4. That the payment schedule of the 2023 Levy is attached hereto as Schedule "B", forming part of this Bylaw.

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THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY LAW #7224 Page 2

- 5. That pursuant to Ontario Regulation 382/98: Payments in Lieu of Taxes, Distribution, the Council of an upper tier municipality may, by agreement with a majority of the lower tier municipalities representing at least two thirds of the total weighted assessment of the upper tier municipality, provide by bylaw for any number of installments and their due dates of the payments in lieu of taxes, and that the installment schedule of the County's share of the lower tier payments in lieu of taxes shall be the same as the installments outlined in #3. It is noted that the payments in lieu of taxes are included in Schedule "B".
- 6. That pursuant to Sections 311 (17) and (19) of the *Municipal Act, 2001*, if a lower tier municipality fails to make any payment, or portion of it, the lower-tier municipality shall pay to the upper-tier municipality interest on the amount in default at the rate of 15 per cent per year, from the date payment is due until it is made, and, where such installments or any portion thereof are paid in advance of such due dates, the upper-tier municipality may allow to the lower-tier municipality, a discount thereon from the date of payment to the date upon which the payment is due at the minimum lending rate of the majority of chartered banks on the date of payment.

PASSED IN COUNCIL this 28th day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marci Ivanic, County Clerk

Schedule "A"

TAXATION YEAR 2023

County of Middlesex Calculation of 2023 Tax Rates

A = 0.00431244

Property Class	1 Total CVA & PIL's	Tax Ratio	3 Discount (in brackets)	2022 W.A	4 2023 W.A (col. 1 x 2 x 3)	% inc. W.A.	5 2023 Tax Rates (col. 2 x 3 x A)	6 2023 Levy (col. 5 x 1)	7 % by property class
Residential	8,888,662,978	1.000000	1.00	8,609,838,791	8,888,662,978	3.2	0.00431244	38,331,827.00	72.97
FAD (C,I,M,R)	2,522,800	1.000000	(35%) 0.65	2,681,770	1,639,820	-38.9	0.00280309	7,072.00	0.01
Farm	6,625,992,783	0.250000	1.00	1,653,161,528	1,656,498,196	0.2	0.00107811	7,143,549.00	13.60
Managed Forests	22,725,600	0.250000	1.00	5,433,125	5,681,400	4.6	0.00107811	24,501.00	0.05
Pipelines	310,839,000	1.055500	1.00	327,460,431	328,090,565	0.2	0.00455178	1,414,871.00	2.69
New Multi - residential	26,295,000	1.000000	1.00	22,976,000	26,295,000	14.4	0.00431244	113,396.00	0.22
Multi - residential	112,888,100	1.769700	1.00	199,455,985	199,778,071	0.2	0.00763173	861,531.00	1.64
Commercial Occupied	629,046,920	1.144900	1.00	701,914,139	720,195,819	2.6	0.00493731	3,105,800.00	5.91
Commercial Vacant Land	25,257,750	1.144900	(30%) 0.70	19,546,838	20,242,319	3.6	0.00345612	87,294.00	0.17
Industrial Occupied	183,146,854	1.745100	1.00	318,765,294	319,609,575	0.3	0.00752564	1,378,297.00	2.62
Industrial Vacant Land	11,407,915	1.745100	(35%) 0.65	13,632,198	12,940,169	-5.1	0.00489167	55,804.00	0.11
Landfill	1,283,400	1.100000	1.00	1,411,740	1,411,740	-	0.00474368	6,088.00	0.01
Totals	16,840,069,100			11,876,277,839	12,181,045,650	2.6		52,530,030.00	100.00

CVA = current value assessment

Note: numbers may vary due to rounding

PIL's = payments in lieu of taxes

FAD = farmland awaiting development

W.A. = weighted assessment

Calculation of 2023 Residential Tax Rate

2022 County Levy	47,242,842				
	1,212,342				
	48,455,184				
2023 County Levy	52,530,030	=	2022 residential tax rate	0.00397792	
divide by weighted assessment	12,181,045,650		2023 residential tax rate	0.00431244	= A

assessment data: source MPAC Control Totals

		2022 Tax Rate	2023 Tax Rate	inc. \$	inc. %
		0.00397792	0.00431244		8.41
Residential taxes per	\$ 100,000	\$ 397.79	\$ 431.24	\$ 33.45	8.41
	\$ 150,000	\$ 596.69	\$ 646.87	\$ 50.18	8.41

Schedule "B"
County of Middlesex
Payment Schedule - 2023 County Levy

Municipality	1 2023 County Levy	2 March 31 25% of 2022 Levy	3 June 30 50% of 2023 Levy less column 2	4 September 30 25% of 2023 Levy	5 December 15 Balance
Adelaide Metcalfe	2,767,251	603,935	\$ 779,690	\$ 691,813	\$ 691,813
Lucan Biddulph	3,427,813	751,797	\$ 962,110	\$ 856,953	\$ 856,953
Middlesex Centre	15,220,054	3,273,347	\$ 4,336,679	\$ 3,805,014	\$ 3,805,014
Newbury	154,877	34,028	\$ 43,411	\$ 38,719	\$ 38,719
North Middlesex	4,515,484	1,015,194	\$ 1,242,548	\$ 1,128,871	\$ 1,128,871
Southwest Middlesex	3,077,280	689,804	\$ 848,836	\$ 769,320	\$ 769,320
Strathroy Caradoc	12,784,570	2,792,520	\$ 3,599,765	\$ 3,196,143	\$ 3,196,142
Thames Centre	10,582,701	2,333,361	\$ 2,957,989	\$ 2,645,675	\$ 2,645,676
Totals	52,530,030	\$ 11,493,986	\$ 14,771,028	\$ 13,132,508	\$ 13,132,508

Note: numbers may vary due to rounding

THE CORPORATION OF THE COUNTY OF MIDDLESEX
BY-LAW #7225

A BY-LAW to confirm proceedings of the Council of The Corporation of the County of Middlesex – March 28, 2023.

WHEREAS:

- A. It is deemed expedient that the proceedings of the Council of The Corporation of the County of Middlesex at the March 28, 2023, 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 March 28, 2023, 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 March 28, 2023, 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 28TH day of March, 2023.

Cathy Burghardt-Jesson, Warden

Marcia Ivanic, County Clerk