

From: Paul Houghton [REDACTED] >

Sent: Tuesday, September 17, 2024 11:13 AM

To: Mayor Aina DeViet <deviet@middlesexcentre.on.ca>; Deputy Mayor John Brennan <brennan@middlesexcentre.on.ca>; Councillor Wayne Shipley <shipley@middlesexcentre.on.ca>; Councillor Hugh Aerts <aerts@middlesexcentre.on.ca>; Councillor Sue Cates <cates@middlesexcentre.on.ca>; Councillor Frank Berze <berze@middlesexcentre.ca>

Cc: Michael Di Lullo <dilullo@middlesexcentre.ca>; James Hutson <hutson@middlesexcentre.ca>; Scott Mairs <mairs@middlesexcentre.ca>

Subject: Sept 18th Regular Meeting of Council - Agenda item 7.5

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To: Members of Middlesex Centre Council

Copy: Michael Di Lullo, James Hutson and Scott Mairs

Dear Members of Council,

I am writing this letter to supply my unsolicited comments about the "Addition to the Komoka Wellness Centre - EPIC partnership" that is agenda item 7.5 for the Sept 18th regular meeting of council.

1) There is no protection for the Municipality in the event this addition is not completed due to EPIC not having the funds to complete the project or defaults payment to contractors and suppliers. A security deposit needs to be received from EPIC to protect the Municipality and to allow the project to be completed in the event EPIC defaults during construction.

2) It should be identified that this structure will be built to the same standard as the rest of the Wellness Centre, We need to be sure it is a brick and mortar construction.

3) Section 35.h of the agreement states :

"EPIC shall not assign this Agreement or sublet the Komoka Wellness Centre Expansion without obtaining the prior written consent of Middlesex Centre and such consent may be arbitrarily withheld by Middlesex Centre".

The reason for this agreement is to support EPIC's core business. The agreement should not allow subletting of this property. The lease should be terminated if EPIC ceases to directly supply "the services" in the licensed area. If this is the business the Municipality wants to partner in then there should be space made available for any physio/massage therapist to book.

4) In the context of what is happening here we need to look at what the Wellness Centre was constructed for. It was not built " **to attract pro hockey tryouts and high-level competitive teams**" as stated in the staff report. It was also not built to promote a for profit private business.

5) What started as a Temporary use agreement is now turning into a permanent use agreement. The Temporary use agreement stated:

"This company specializes in training and providing rehabilitation to elite athletes."

This permanent use agreement now states:

"AND WHEREAS EPIC provides physiotherapy and medical services to community based and professional individuals and is providing limited services associated with the physiotherapy and exercise services provided by Dr. Chris Chant "

■ The scope of this business has changed to having "community based" clients. This puts EPIC in direct competition with the self funded physio businesses of the area and the Municipality is favouring one business over another. This is not right. EPIC should be like any other business and find a private location to do their off ice services for this satellite office that does not involve a partnership with the Municipality..

This agreement is to open ended. Clearly identify the size and location of the licensed area within the scope of this agreement. Any changes to scope need to be approved by Council.

NOTE to James: Please add this note as correspondence received to the next available regular council meeting agenda.

Thanks for your time.
Paul Houghton



