



The Corporation of the Township of Malahide
REGULAR COUNCIL MEETING AGENDA
September 7, 2023 – 7:30 p.m.

Springfield & Area Community Services Building – Council Chambers
51221 Ron McNeil Line, Springfield & via Zoom

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1**
- (D) Presentations/Delegations/Petitions **RES 2**
 - Presentation – Elizabeth VanHooren & Betsy McClure, Kettle Creek Conservation Authority – KCCA Cost Apportioning Agreement
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - (ii) Director of Public Works
 - Kettle Creek Conservation Authority Cost Proportioning Agreement **RES 3**
 - Copenhagen Park Landscape Redesign **RES 4**
 - (iii) Director of Corporate Services/Treasurer
 - Zoning By-law Amendment to Lift Holding of Paul Wagler- **RES 5**
 - (iv) Clerk
 - (v) Building/Planning/By-law
 - (vi) CAO
 - Elgin Group Policing Agreement **RES 6**
- (F) Reports of Committees/Outside Boards

(G) Correspondence **RES 7**

1. Association of Municipalities of Ontario - WatchFile – July 27, 2023 and August 3, 2023, August 10, 2023, August 17, 2023, and August 24, 2023
2. AMO – 2022 Annual Report
3. Elgin County – Council Highlights – August 8, 2023
4. Town of Aylmer – Fire Communications Reserve
5. Ministry of Municipal Affairs and Housing – Building Faster Fund Update
6. EPCOR – Notice of Rates
7. MPAC – Property Assessment Update
8. Township of Emo – Black Ash Tree Classification
9. Municipality of Chatham-Kent – Infrastructure Funding
10. City of Toronto, County of Prince Edward, Municipality of St. Charles, Village of Merrickville-Woldford – Provincial Policy Statement Concerns
11. Ministry of Infrastructure – Red Tape Reduction for Designated Broadband Projects
12. Ministry of the Environment, Conservation and Parks – Modernize Ontario's Environmental Assessment Program
13. City of Hamilton – Provincial Amendments to the Greenbelt Plan
14. Ministry of Natural Resources and Forestry – Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy
15. Presentation by ROMA at the AMO Conference -Protecting our collective interests together
16. Township of Severn – Climate Emergency Just Transition Transfer (JTT)

(H) Other Business

(I) By-laws **RES 8**

- By-law No. 23-61 – Five Star Metals Rezoning – Removal of Holding
- By-law No. 23-62 – Appoint Chief Building Official, Building Inspector/Deputy Chief Building Official and Building Inspector(s)
- By-law No. 23-63 – OPP Contract Extension

(J) Closed **RES 9-10**

- (i) A proposed or pending acquisition or disposition of land by the municipality or local board –Boundary Expansion (Section 239(2)(c)).

- (ii) Labour Relations or Employee Negotiations Matter relating to the CAO Department staffing (Section 239 (2)(e))
 - (iii) Labour Relations or Employee Negotiations matter regarding CUPE Contract Negotiations (Section 239(2)(d))
 - (iv) Advice that is subject to solicitor client privilege, including communications necessary for that purpose relating to the EECC Governance (Section 239(2)(f))
- (K) Confirmatory By-law **RES 11**
- (L) Adjournment **RES 12**

PLEASE NOTE that the draft resolutions provided below DO NOT represent decisions already made by the Council. They are simply intended for the convenience of the Council to expedite the transaction of Council business. Members of Council will choose whether or not to move the proposed draft motions and the Council may also choose to amend or defeat them during the course of the Council meeting.

1. THAT the minutes of the regular meeting of Council held on August 3, 2023 and the special meeting of Council held on August 9, 2023 and August 18, 2023 be adopted as printed and circulated.
2. THAT the presentation of Elizabeth VanHooren & Betsy McClure of Kettle Creek Conservation Authority be received.
3. THAT Report No. PW-23-50 entitled "Kettle Creek Conservation Authority Cost Proportioning Agreement" be received;

AND THAT the Mayor and Clerk be authorized to execute the Cost Apportioning Agreement with Kettle Creek Conservation Authority as outlined in this report.

4. THAT Report No. PW-23-51 entitled "Copenhagen Park Landscape Redesign" be received;

AND THAT Staff be directed to execute an agreement with Beamish Landscape Services Ltd. to complete landscape design as attached.

5. THAT Report No. DS-23-23 entitled "Zoning By-law Amendment to Lift Holding of Paul Wagler" be received;

AND THAT Zoning By-law Amendment No. D14-Z11-23 on behalf of Paul Wagler, relating to the property located at Concession 7 N, Part Lots 26-28, Concession NTR, Part Lots 99-101, and known municipally as 9600 Walker Road, BE APPROVED for the reasons set out in this Report.

6. THAT Report No. CAO-23-12 "Elgin Group Policing Agreement" be received;

AND THAT Council agrees to extend the existing Elgin Group Policing Services Agreement with the Ontario Provincial Police (OPP) for an additional two-year period, ending December 31, 2025

7. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - WatchFile – July 27, 2023 and August 3, 2023, August 10, 2023, August 17, 2023, and August 24, 2023
2. AMO – 2022 Annual Report
3. Elgin County – Council Highlights – August 8, 2023
4. Town of Aylmer – Fire Communications Reserve
5. Ministry of Municipal Affairs and Housing – Building Faster Fund Update
6. EPCOR – Notice of Rates

7. MPAC – Property Assessment Update
 8. Township of Emo – Black Ash Tree Classification
 9. Municipality of Chatham-Kent – Infrastructure Funding
 10. City of Toronto, County of Prince Edward, Municipality of St. Charles, Village of Merrickville-Wolford – Provincial Policy Statement Concerns
 11. Ministry of Infrastructure – Red Tape Reduction for Designated Broadband Projects
 12. Ministry of the Environment, Conservation and Parks – Modernize Ontario’s Environmental Assessment Program
 13. City of Hamilton – Provincial Amendments to the Greenbelt Plan
 14. Ministry of Natural Resources and Forestry – Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy
 15. Presentation by ROMA at the AMO Conference -Protecting our collective interests together
 16. Township of Severn – Climate Emergency Just Transition Transfer (JTT)
8. THAT the following by-laws be considered read a first, second and third reading and properly signed and sealed:
- (i) By-law No. 23-61 – Five Star Metals Rezoning – Removal of Holding
 - (ii) By-law No. 23-62 – Appoint Chief Building Official, Building Inspector/Deputy Chief Building Official and Building Inspector(s)
 - (iii) By-law No. 23-63 – OPP Contract Extension
9. THAT Council move into Closed Session at _____ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:
- (i) A proposed or pending acquisition or disposition of land by the municipality or local board –Bounday Expansion (Section 239(2)(c)).
 - (ii) Labour Relations or Employee Negotiations Matter relating to the CAO Department staffing (Section 239 (2)(e))
 - (iii) Labour Relations or Employee Negotiations matter regarding CUPE Contract Negotiations (Section 239(2)(d))
 - (iv) Advice that is subject to solicitor client privilege, including communications necessary for that purpose relating to the EECC Governance (Section 239(2)(f))
10. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
11. By-law No.23-60, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
12. THAT the Council adjourn its meeting at _____ p.m. to meet again on September 21, 2023, at 7:30 p.m.

The Corporation of the Township of Malahide**August 3, 2023 – 7:30p.m.**Virtual Meeting – <https://youtu.be/7X8il21hA5g>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. The following were present:

Council: Mayor D. Giguère, Deputy Mayor M. Widner, Councillor S. Leitch, Councillor J. Wilson, Councillor R. Cerna, Councillor S. Lewis, and Councillor C. Glinski.

Staff: Interim Chief Administrative Officer A. Boylan, Clerk A. Adams, Director of Fire & Emergency Services J. Spoor, Director of Public Works J. Godby

Also Present: Stephanie Cyros - County of Elgin, Petruisa Hontar - St. Thomas Elgin Local Immigration Partnership and Eric Steele – Monteith Brown

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 7:30p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**MINUTES:****No. 23-338****Moved By: Rick Cerna****Seconded By: John H. Wilson**

THAT the minutes of the regular meeting of Council held on July 20, 2023 be adopted as printed and circulated.

Carried**PRESENTATIONS/DELEGATIONS/PETITIONS:**

- Presentation – Stephanie Cyros, County of Elgin – Annual Emergency Management Exercise

Ms. Cyros provided an overview of the requirements and the significant changes that could be coming from the Province in relation to emergency management and how the Township can be best prepared.

- Presentation – Petruisa Hontar, St. Thomas Elgin Local Immigration Partnership – Community Services offered by St. Thomas-Elgin Local Immigration Partnership

Ms. Hontar provided an overview of the services provided by the St. Thomas Elgin Local Immigration Partnership within the community. She also discussed the Malahide specific demographics in relation to immigration trends.

No. 23-339

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT the following presentations be received for information:

- (i) **Stephanie Cyros County of Elgin’s presentation relating to Emergency Management.**
- (ii) **Petruisa Hontar of St. Thomas Elgin Local Immigration Partnership presentation relating to community services offered by the organization**

Carried

REPORTS OF DEPARTMENTS:

Director of Fire & Emergency Services

- Emergency Management Program and Emergency Response Plan By-law

No. 23-340

Moved By: John H. Wilson

Seconded By: Sarah Leitch

THAT Report No. F-23-06 entitled “Emergency Management Program and Emergency Response Plan By-Law” be received.

Carried

Director of Public Works

- Pilot Radar Speed Sign Program

No. 23-341

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Report No. PW-23-47 entitled “Pilot Radar Speed Sign Program” be received;

AND THAT Staff be directed to implement the pilot radar speed sign program as outlined in this report.

Carried

- RFT Award – South Dorchester Community Hall Walking Path Paving

No. 23-342

Moved By: Mark Widner

Seconded By: Sarah Leitch

THAT Report No. PW-23-48 entitled “RFT Award – South Dorchester Community Hall Walking Path Paving” be received;

AND THAT Peter’s Paving be awarded the contract to complete the work.

Carried

Building/Planning/By-law

- Application for Consent to Sever of Pauline Krygsman

No. 23-343

Moved By: Chester Glinski

Seconded By: Sarah Leitch

THAT Report No. REPORT NO.: DS-23-22 entitled “Application for Consent to Sever of Pauline Krygsman” be received;

AND THAT the Application for Consent to Sever of Pauline Krygsman (D10-E55-23), relating to the property located in LOT 43, Registered PLAN 78; Township of Malahide, County of Elgin be supported for the reasons set out in this Report;

AND THAT this Report and amended conditions list be forwarded to the Land Division Committee for its review and consideration.

Carried

- By-law Enforcement Presentation

No. 23-344

Moved By: John H. Wilson

Seconded By: Scott Lewis

THAT the presentation of Stephen Miller, By-law Enforcement Officer be received.

CORRESPONDENCE:**No. 23-345****Moved By: Mark Widner****Seconded By: Sarah Leitch****THAT the following correspondence items be noted and filed:**

- 1. Association of Municipalities of Ontario - Watch File – July 20, 2023**
- 2. AMO Policy Update: Property Tax Reassessment**
- 3. Elgin County – Council Highlights – July 25, 2023**

Carried**OTHER BUSINESS:**

Deputy Mayor Widner discussed problems with the turning lane on Imperial Road between Glencolin and College Line as people are using it as a passing lane. He has spoken to County employees about this but wonders what more could be done. He also mentioned the increasing tailgating that is occurring in the Township and wonders if the OPP could be contacted about both these safety concerns.

No. 23-346**Moved By: Mark Widner****Seconded By: Chester Glinski**

THAT Malahide Council direct staff to send correspondence to Elgin County Council in regards safety concerns with the turning lane on Imperial Road between Glencolin Line and College Line;

AND that Malahide Council direct staff to send correspondence to the OPP to ensure they are aware of this safety concern as well as the increasing safety concern of tailgating in the Township.

By-laws:**No. 23-347****Moved By: Rick Cerna****Seconded By: Scott Lewis**

THAT the following by-laws be considered read a first, second and third reading and properly signed and sealed:

- (i) By-law No. 23-45 – J.L. Ferguson Drain - Third Reading**

- (ii) **By-law No. 23-56 - Emergency Management Program and Emergency Response Plan**

Carried

CLOSED:

No. 23-348

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT Council move into Closed Session at 9:03p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- (i) **Labour Relations or Employee Negotiations Matter relating to Development Services Department staffing. (Section 239 (2)(e))**
- (ii) **A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board –EECC Governance (Section 239(2)(k))**

Carried

No. 23-349

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT Council move out of Closed Session and reconvene at 9:35p.m. in order to continue with its deliberations.

Carried

No. 23-350

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT Malahide Council provided direction to staff with matters relating to the Development Services Department staffing and relating to a position, plan or procedure relating to EECC Governance.

Carried

CONFIRMATORY:

No. 23-351

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT By-law No.23-55, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 23-352

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT the Council adjourn its meeting at 9:36p.m. to meet again on September 7, 2023, at 7:30 p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams

The Corporation of the Township of Malahide**August 9, 2023 – 7:00p.m.****Special Virtual Council Meeting**

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. The following were present:

Council: Mayor D. Giguère, Deputy Mayor M. Widner, Councillor S. Leitch, Councillor J. Wilson, Councillor R. Cerna, Councillor S. Lewis, and Councillor C. Glinski.

Staff: HR Manager S. Loewen (Acting Deputy Clerk)

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 7:00p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**CLOSED:****No. 23-353****Moved By: Rick Cerna****Seconded By: Sarah Leitch**

THAT Council move into Closed Session at 7:05p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- (i) Labour Relations or Employee Negotiations Matter relating to CAO Department staffing (Section 239 (2)(e))**

Carried**No. 23-354****Moved By: Chester Glinski****Seconded By: Rick Cerna**

THAT Council move out of Closed Session and reconvene at 10:11p.m. in order to continue with its deliberations.

No. 23-355
Moved By: Rick Cerna
Seconded By: John H. Wilson

THAT Malahide Council provided direction to staff with matters relating to labour relations or employee negotiations relating to CAO Department staffing.

Carried

CONFIRMATORY:

No. 23-356
Moved By: Rick Cerna
Seconded By: John H. Wilson

THAT By-law No.23-58, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 23-357
Moved By: Mark Widner
Seconded By: Chester Glinski

THAT the Council adjourn its special meeting at 10:12p.m.

Carried

Mayor – D. Giguère

Deputy Clerk – S. Loewen

The Corporation of the Township of Malahide**August 18, 2023 – 12:00p.m.****Special Virtual Council Meeting**

The Malahide Township Council met virtually at 12:00p.m. The following were present:

Council: Mayor D. Giguère, Deputy Mayor M. Widner, Councillor S. Leitch, Councillor J. Wilson, Councillor R. Cerna, and Councillor C. Glinski.

Staff: Clerk A. Adams and HR Manager S. Loewen

Absent: Councillor S. Lewis

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 12:00p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**CLOSED:**

No. 23-358

Moved By: Chester Glinski

Seconded By: Rick Cerna

THAT Council move into Closed Session at 12:07p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- (i) Labour Relations or Employee Negotiations Matter relating to CAO Department staffing (Section 239 (2)(e))**

Carried

No. 23-359

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT Council move out of Closed Session and reconvene at 12:46p.m. in order to continue with its deliberations.

No. 23-360

Moved By: Chester Glinski

Seconded By: Rick Cerna

THAT Malahide Council provided direction to staff with matters relating to labour relations or employee negotiations relating to CAO Department staffing.

Carried

CONFIRMATORY:

No. 23-361

Moved By: Mark Widner

Seconded By: Sarah Leitch

THAT By-law No.23-58, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 23-362

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT the Council adjourn its special meeting at 12:49p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



COST APPORTIONING AGREEMENTS



Kettle Creek
Conservation Authority

Conservation Authorities Act enacted in 1946

CAs work in partnership to deliver watershed-based programming that protect people and property from flooding and other natural hazards, conserve natural resources for social and economic benefit.



Funding Sources

Self-Generated Funding
User Fees
Fundraising



Provincial Transfer Payment

Municipal Levy

Categorization of Programs and Services



Mandatory

Mandatory programs and services where municipal levy can be used without an agreement.



Non-Mandatory

Municipality requests a CA to deliver a program or service on their behalf.



Other

A program or service, a CA deems advisable to implement in their watershed. Agreement required if municipal levy is used.

KCCA's Programs and Services Categories

Category 1	Category 2			Category 3	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
Planning and Regulations	Belmont and Union Conservation Areas	Central Elgin	2020/Current	Tree Planting	Land Acquisition
Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations	<p>Requires an Apportioning Agreement</p> 			Education	
Natural Hazard Technical Studies					
Conservation and Management of CA Lands					
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Tree Planting

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events.

2021
Wilson Line, Malahide



Environmental Monitoring

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 (mandatory programs), KCCA monitors additional sites that are considered Category 3 including six surface water quality sites, sampling benthic invertebrates at 25 locations, and evaluating fish communities through electrofishing at a minimum of 15 sites per year.



Agreement Requirements

- Be in place by January 1, 2024.
- Specify a termination date.
- Specify a review date within at least six months of the termination date.
- Provide for a minimum review every five years if the agreements is for longer than five years.
- Provide for early termination requirements.
- Include a process for resolution of disputes.
- Be approved by a resolution of the municipal council of each participating municipality.
- Be published on the Authority's website once finalized.

Questions?



A GUIDE TO COST APPORTIONING AGREEMENTS



Kettle Creek
Conservation Authority

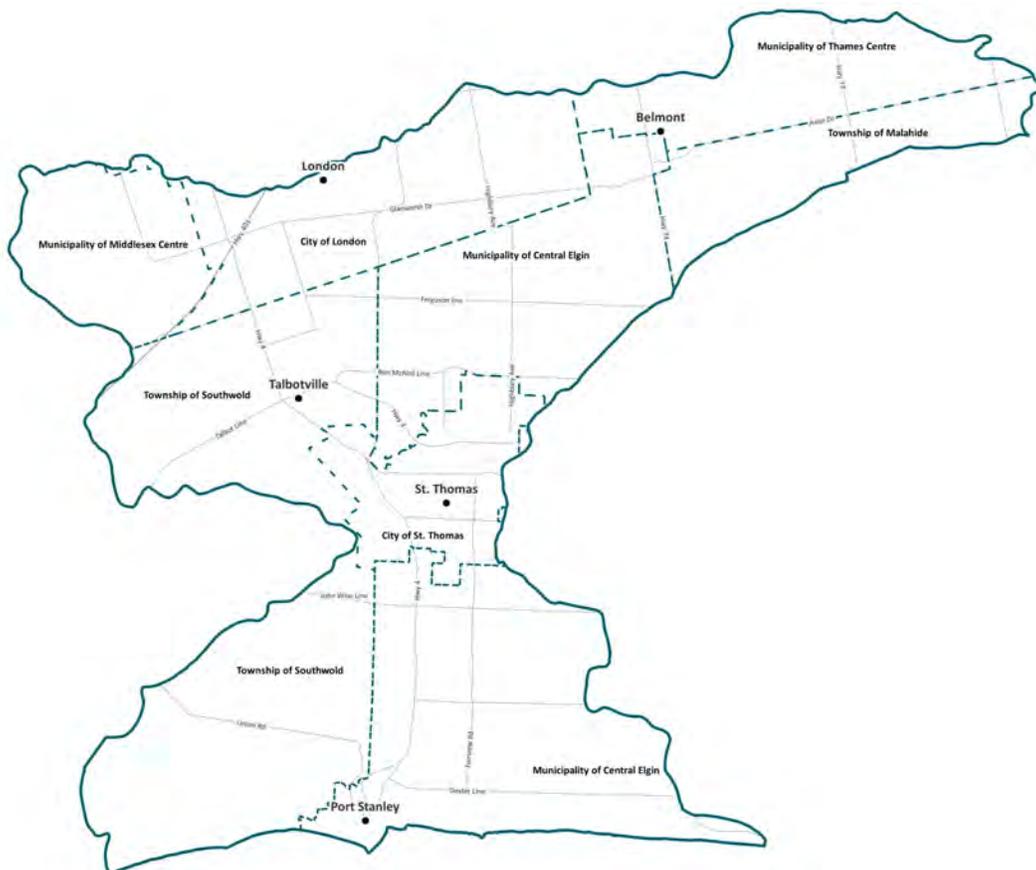
Conservation Authorities

The *Conservation Authorities Act* was enacted in 1946 by the province of Ontario in response to concerns expressed by agricultural, naturalist and sports groups who highlighted that much of the renewable natural resources of the province were in an unhealthy state because of poor land, water and forestry practices during the 1930s and 1940s.

Conservation Authorities are local watershed management agencies that deliver programs and services to protect and manage impacts on water and other natural resources, in partnership with all levels of government, landowners and many other organizations.

The Kettle Creek Conservation Authority (KCCA), incorporated in 1965, works in partnership with 7 member municipalities (London, St. Thomas, Central Elgin, Southwold, Malahide, Thames Centre and Middlesex Centre) which appoint 10 members to the Board of Directors. The Board of Directors makes program decisions and allocates funds.

KCCA undertakes watershed-based programs to protect people and property from flooding and other natural hazards and to conserve natural resources for economic, social and environmental benefits. Positive actions in one part of the watershed will have positive impacts downstream. All municipalities benefit when these programs are undertaken on a watershed basis.

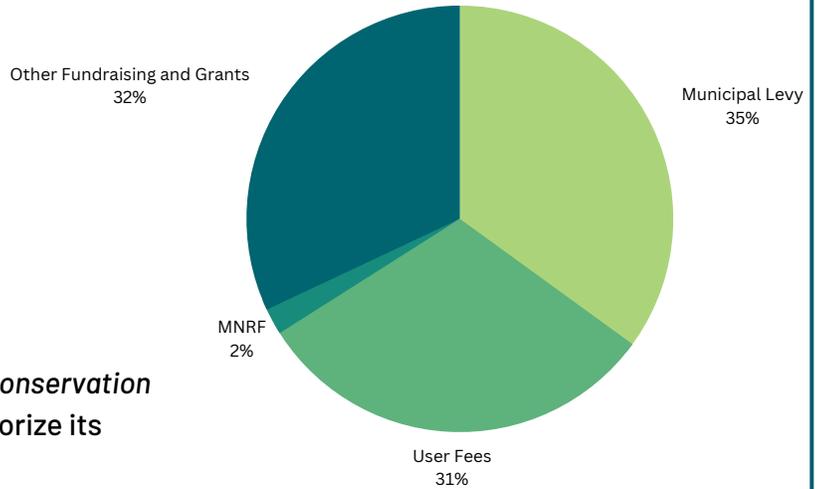




Changes to the CA Funding Model

Conservation Authorities are funded primarily through municipal levies, special project funding and self-generated revenues (campgrounds, fees for service). Each CA is eligible for a transfer payment from the Ministry of Natural Resources and Forestry for mandatory programs and services. These sources of funding have not changed.

However, in accordance with changes to the *Conservation Authorities Act*, KCCA is now required to categorize its programs and services into three categories.



KCCA: Annual General Report 2022

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA’s jurisdiction. These programs and services may use municipal funding support when a Cost Apportioning Agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, a Cost Apportioning Agreement with the municipality is not required.

The following chart provides a summary of KCCA’s programs and services and their respective categories.

Category 1	Category 2			Category 3	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
Planning and Regulations	Belmont and Union Conservation Areas	Central Elgin	2020/Current	Tree Planting	Land Acquisition
Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations					Education
Natural Hazard Technical Studies					
Conservation and Management of CA Lands					
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Cost Apportioning Agreements

Conservation Authorities must enter into Cost Apportioning Agreements with member municipalities by January 1, 2024 for any Category 3 programs and services that will continue to require municipal funding support. Over half of the programs and services included in KCCA's Category 3 program area are supported through self-generated means including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Land Acquisition.

KCCA is looking for municipal funding support to continue for the Tree Planting and Environmental Monitoring programs as Category 3 programs and services. The municipal levy apportioned to these program areas in 2023 was \$139,337.



Environmental Monitoring

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 (mandatory programs), KCCA monitors additional sites that are considered Category 3 including six surface water quality sites, sampling benthic invertebrates at 25 locations, and evaluating fish communities through electrofishing at a minimum of 15 sites per year.

Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.



Tree Planting

Currently, KCCA's forest cover is estimated at 14.15%, well below the 30% recommended by Environment Canada.

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events.

This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding and erosion. KCCA strives to match funds provided by its member municipalities with its own fundraising efforts.



Agreement Requirements

According to subsection 21.1.2 of the *Conservation Authorities Act*, Cost Apportioning Agreements must:

- Be in place by January 1, 2024.
- Specify a termination date.
- Specify a review date within at least six months of the termination date.
- Provide for a minimum review every five years if the agreements is for longer than five year.
- Provide for early termination requirements.
- Include a process for resolution of disputes.
- Be approved by a resolution of the municipal council of each participating municipality.
- Be published on the Authority's web site once finalized.

Timeline



If you have questions or require further information, please contact:
Elizabeth VanHooren, General Manager, Kettle Creek Conservation Authority
elizabeth@kettlecreekconservation.on.ca or 519-631-1270 x222



June 22, 2023

Adam Betteridge

Chief Administrative Officer / Clerk
Township of Malahide
87 John St. South
Aylmer, ON N5H 2C3

By Email

Dear Mr. Betteridge:

RE: Cost Apportioning Agreement

Please see the attached Cost Apportioning Agreement that was approved by Kettle Creek Conservation Authority's (KCCA) Board of Directors at its June 21, 2023 meeting to be circulated to member municipalities.

Conservation Authorities are required to establish cost apportioning agreements with municipalities when they intend to offer a non-mandatory service that they deem advisable using municipal funding support. In the case of KCCA, this applies to our tree planting program and environmental monitoring programs. A guideline document is attached with further details about these agreements.

According to subsection 21.1.2 of the *Conservation Authorities Act*, cost apportioning agreements must:

- Be in place by January 1, 2024.
- Specify a termination date.
- Specify a review date within at least six months of the termination date.
- Provide for a minimum review every five years if the agreement is for longer than five years.
- Provide for early termination requirements.
- Include a process for resolution of disputes.
- Be approved by a resolution of the municipal council of each participating municipality.
- Be published on the Authority's website once finalized.

The Cost Apportioning Agreement has been reviewed against these requirements by senior staff at all member municipalities and comments received have been incorporated into the final document. Unless a member municipality requests any substantive changes to the agreement, KCCA aims to have an executed Cost Apportioning Agreement with each member municipality by October 2023.

A resolution from your council in respect of the cost apportioning agreement would be appreciated once passed.

KCCA staff are happy to make a presentation to Council at your request. In the meantime, questions or concerns can be directed to my attention.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth VanHooren". The signature is written in a cursive style with a long, sweeping underline.

Elizabeth VanHooren
General Manager/Secretary Treasurer

Encl:
Cost Apportioning Agreement
A Guide to Cost Apportioning Agreements

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (hereafter, "Effective Date").

BETWEEN:

MUNICIPALITY

(hereafter, "Municipality")

AND:

KETTLE CREEK CONSERVATION AUTHORITY

(hereafter, "KCCA")

WHEREAS KCCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of KCCA;

AND WHEREAS the Act permits KCCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that KCCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of programs and services;

NOW THEREFORE, in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty

(180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between KCCA and the Municipality:
 - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by KCCA that KCCA deems advisable to further the purpose of the Act.
 - b. KCCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
 - d. KCCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the KCCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. KCCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties:
 - a. On an annual basis; and
 - b. Prior to the expiry of the Initial Term and each Renewal Term it shall be KCCA's

responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and KCCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a) Agree to a fair process for mediating issues;
 - b) Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
 - c) Identify common agreement / ground in the best interest of the parties;
 - d) Identify all options to resolve;
 - e) Select best option.

Early Termination

7. Upon such written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement is terminated, any operating expenses and costs incurred by KCCA for providing services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

8. This Cost Apportioning Agreement shall be made available on the KCCA's website.

Execution

9. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Letters of Agreement

10. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third

parties. During the term of this agreement if additional programs and services are requested from KCCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

11. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the KCCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

KETTLE CREEK CONSERVATION AUTHORITY

Per: _____

Chair - _____

Per: _____

General Manager/Secretary Treasurer - _____

MUNICIPALITY

Per: _____

Mayor - _____

Per: _____

Clerk - _____

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Under Section 21.1 of the Conservation *Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA’s jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

KCCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies KCCA’s program areas by Category.

Category 1	Category 2			Category 3	
Mandated Programs and Services which all CAs must provide in their jurisdiction. Eligible to be funded by municipal levy. No agreement required. Programs or Services as described in Ontario Regulation 686/21.	Programs and Services at the request of and on behalf of a Municipality through a MOU or other agreement. Programs or Services as described in Section 21.1.1 of the <i>Conservation Authorities Act</i> .			Programs and Services the CA determines are advisable to implement in the CA’s jurisdiction. Apportionment Agreement required for municipal levy continuance. Programs or Services as described in Section 21.1.2 of the <i>Conservation Authorities Act</i> .	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
Planning and Regulations	Belmont and Union Conservation Areas	Central Elgin	2020/Current	Tree Planting	Land Acquisition
Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations					Education
Natural Hazard Technical Studies					
Conservation and Management of CA Lands	Category 2 Program and Services Agreements are posted on KCCA’s web site.				
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Over half of the programs and services included in KCCA's Category 3 program area are supported through self-generated means including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Land Acquisition.

The remaining Category 3 services areas of Tree Planting and Environmental Monitoring are core components of integrated watershed management and have been provided within the watershed for decades. These programs have been funded historically through a combination of municipal levy and self-generated revenue.

KCCA is seeking the continued financial support of its member municipalities through levy for the delivery of the Tree Planting and Environmental Monitoring programs as described below:

Tree Planting

Currently, KCCA's forest cover is estimated at 14.15%, well below the 30% recommended by Environment Canada.

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding and erosion. KCCA strives to match funds provided by its member municipalities with its own fundraising efforts.

Environmental Monitoring (non-mandatory)

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 or mandatory programs, KCCA monitors additional sites that are considered Category 3. KCCA monitors six additional surface water quality sites, conducts benthic invertebrate sampling at 25 locations, and evaluates fish communities through electrofishing at a minimum of 15 sites per year. Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.

Schedule B – Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in KCCA’s overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA) as outlined below.

An increase, if any, to the total levy outlined below for 2023 will be applied effective January 1 each calendar year and will be the same percentage as KCCA’s overall budget increase. Current MCVA will be updated as soon as available from the Province. Schedule B will be updated annually and distributed to Member Municipalities following final budget and levy approval.

Apportionment of Category 3 Programs Requiring Municipal Levy for 2023

Municipality	2023 MCVA Apportionment %	Total Cost Apportionment for Service Areas: Tree Planting Environmental Monitoring
Central Elgin	7.857	10,947.71
Middlesex Centre	1.6689	2,325.40
London	56.7532	79,078.21
Thames Centre	1.343	1,871.30
Malahide	0.6798	947.21
Southwold	3.9779	5,542.69
St. Thomas	27.7201	38,624.36
Total	100%	139,337

This appendix will be updated annually and distributed to Member Municipalities following final budget and levy approval.



Report to Council

REPORT NO.: PW-23-50
DATE: September 7, 2023
ATTACHMENT: Draft proposed agreement
SUBJECT: Kettle Creek Conservation Authority Cost Apportioning Agreement

Recommendation:

THAT Report No. PW-23-50 entitled “Kettle Creek Conservation Authority Cost Proportioning Agreement” be received;

AND THAT the Mayor and Clerk be authorized to execute the Cost Apportioning Agreement with Kettle Creek Conservation Authority as outlined in this report.

Background:

The *Conservation Authorities Act* was amended in 2021 through *Ontario Regulation 686/21 – Mandatory Programs and Services*.

In accordance with Ontario Regulation 686/21, Conservation Authorities (CA's) are authorized to apportion costs to municipalities for delivery of mandatory and non-mandatory programs and services. For those non-mandatory programs and services, a CA may continue to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to the regulation.

Kettle Creek Conservation Authority (KCCA) has identified 2 of their existing programs as being non-mandatory which require the execution of an Apportioning Agreement for continued municipal levy support. These are Tree Planting and Watershed Monitoring.

Comments/Analysis

Tree Planting and Environmental Monitoring are core components of integrated watershed management and have been provided within the KCCA watershed for decades. These programs have been funded historically through a combination of municipal levy and self-generated revenue.

KCCA's Tree Planting program results in the planting of approximately 50,000 trees throughout the watershed each year. This program is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding and erosion. KCCA strives to match funds provided by its

member municipalities with its own fundraising efforts. KCCA staff estimate that since 2021 Malahide residents utilized this program to plant nearly 5000 trees.

KCCA’s Non-mandatory Environmental Monitoring program is supplemental to the water quality monitoring work they are mandated to complete as part of the Provincial Water Quality and Groundwater Monitoring Networks. In addition to these efforts, KCCA monitors six additional surface water quality sites, conducts benthic invertebrate sampling at 25 locations, and evaluates fish communities through electrofishing at a minimum of 15 sites per year. Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.

Malahide staff are supportive of KCCA’s watershed management efforts and the overall value that these programs provide to the Township of Malahide, and the Kettle Creek watershed as a whole.

Kettle Creek Conservation Authority staff was consulted and their feedback was integrated into this report.

Financial Implications to Budget

Through the execution of this agreement, the Township of Malahide is committed to contributing 0.6798% of KCCA’s annual costs to provide the Tree Planting and Environmental Monitoring programs.

For 2023, this represents \$947.21 of the total \$7,803 levy that was already submitted to Malahide as part of KCCA general levy request. There are no additional financial commitments at this time.

For 2024 and beyond, any increases to the total levy and costs associated with the two non-mandatory programs will be vetted through KCCA’s normal budget discussions. The levy will be applied effective January 1 each calendar year.

Approved by: Jason Godby, Director of Public Works	Approved for Council: Adam Boylan, Acting Chief Administrative Officer
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June 22, 2023

Adam Betteridge

Chief Administrative Officer / Clerk
Township of Malahide
87 John St. South
Aylmer, ON N5H 2C3

By Email

Dear Mr. Betteridge:

RE: Cost Apportioning Agreement

Please see the attached Cost Apportioning Agreement that was approved by Kettle Creek Conservation Authority's (KCCA) Board of Directors at its June 21, 2023 meeting to be circulated to member municipalities.

Conservation Authorities are required to establish cost apportioning agreements with municipalities when they intend to offer a non-mandatory service that they deem advisable using municipal funding support. In the case of KCCA, this applies to our tree planting program and environmental monitoring programs. A guideline document is attached with further details about these agreements.

According to subsection 21.1.2 of the *Conservation Authorities Act*, cost apportioning agreements must:

- Be in place by January 1, 2024.
- Specify a termination date.
- Specify a review date within at least six months of the termination date.
- Provide for a minimum review every five years if the agreement is for longer than five years.
- Provide for early termination requirements.
- Include a process for resolution of disputes.
- Be approved by a resolution of the municipal council of each participating municipality.
- Be published on the Authority's website once finalized.

The Cost Apportioning Agreement has been reviewed against these requirements by senior staff at all member municipalities and comments received have been incorporated into the final document. Unless a member municipality requests any substantive changes to the agreement, KCCA aims to have an executed Cost Apportioning Agreement with each member municipality by October 2023.

A resolution from your council in respect of the cost apportioning agreement would be appreciated once passed.

KCCA staff are happy to make a presentation to Council at your request. In the meantime, questions or concerns can be directed to my attention.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth VanHooren". The signature is written in a cursive style with a large initial 'E' and a long, sweeping underline.

Elizabeth VanHooren
General Manager/Secretary Treasurer

Encl:
Cost Apportioning Agreement
A Guide to Cost Apportioning Agreements

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (hereafter, "Effective Date").

BETWEEN:

MUNICIPALITY

(hereafter, "Municipality")

AND:

KETTLE CREEK CONSERVATION AUTHORITY

(hereafter, "KCCA")

WHEREAS KCCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of KCCA;

AND WHEREAS the Act permits KCCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that KCCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of programs and services;

NOW THEREFORE, in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty

(180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between KCCA and the Municipality:
 - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by KCCA that KCCA deems advisable to further the purpose of the Act.
 - b. KCCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
 - d. KCCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the KCCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. KCCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties:
 - a. On an annual basis; and
 - b. Prior to the expiry of the Initial Term and each Renewal Term it shall be KCCA's

responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and KCCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a) Agree to a fair process for mediating issues;
 - b) Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
 - c) Identify common agreement / ground in the best interest of the parties;
 - d) Identify all options to resolve;
 - e) Select best option.

Early Termination

7. Upon such written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement is terminated, any operating expenses and costs incurred by KCCA for providing services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

8. This Cost Apportioning Agreement shall be made available on the KCCA's website.

Execution

9. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Letters of Agreement

10. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third

parties. During the term of this agreement if additional programs and services are requested from KCCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

11. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the KCCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

KETTLE CREEK CONSERVATION AUTHORITY

Per: _____

Chair - _____

Per: _____

General Manager/Secretary Treasurer - _____

MUNICIPALITY

Per: _____

Mayor - _____

Per: _____

Clerk - _____

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Under Section 21.1 of the Conservation *Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

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Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA’s jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

KCCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies KCCA’s program areas by Category.

Category 1	Category 2			Category 3	
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	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
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Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations					Education
Natural Hazard Technical Studies					
Conservation and Management of CA Lands	Category 2 Program and Services Agreements are posted on KCCA’s web site.				
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Over half of the programs and services included in KCCA's Category 3 program area are supported through self-generated means including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Land Acquisition.

The remaining Category 3 services areas of Tree Planting and Environmental Monitoring are core components of integrated watershed management and have been provided within the watershed for decades. These programs have been funded historically through a combination of municipal levy and self-generated revenue.

KCCA is seeking the continued financial support of its member municipalities through levy for the delivery of the Tree Planting and Environmental Monitoring programs as described below:

Tree Planting

Currently, KCCA's forest cover is estimated at 14.15%, well below the 30% recommended by Environment Canada.

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding and erosion. KCCA strives to match funds provided by its member municipalities with its own fundraising efforts.

Environmental Monitoring (non-mandatory)

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 or mandatory programs, KCCA monitors additional sites that are considered Category 3. KCCA monitors six additional surface water quality sites, conducts benthic invertebrate sampling at 25 locations, and evaluates fish communities through electrofishing at a minimum of 15 sites per year. Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.

Schedule B – Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in KCCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA) as outlined below.

An increase, if any, to the total levy outlined below for 2023 will be applied effective January 1 each calendar year and will be the same percentage as KCCA's overall budget increase. Current MCVA will be updated as soon as available from the Province. Schedule B will be updated annually and distributed to Member Municipalities following final budget and levy approval.

Apportionment of Category 3 Programs Requiring Municipal Levy for 2023

Municipality	2023 MCVA Apportionment %	Total Cost Apportionment for Service Areas: Tree Planting Environmental Monitoring
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Thames Centre	1.343	1,871.30
Malahide	0.6798	947.21
Southwold	3.9779	5,542.69
St. Thomas	27.7201	38,624.36
Total	100%	139,337

This appendix will be updated annually and distributed to Member Municipalities following final budget and levy approval.



Report to Council

REPORT NO.: PW-23-51
DATE: September 7, 2023
ATTACHMENT: Modified Landscape Design Plan
SUBJECT: COPENHAGEN PARK LANDSCAPE REDESIGN

Recommendation:

THAT Report No. PW-23-51 entitled “Copenhagen Park Landscape Redesign” be received;

AND THAT Staff be directed to execute an agreement with Beamish Landscape Services Ltd. to complete landscape design as attached.

Background:

At the regular council meeting on July 20th the following resolution was passed:

No. 23-326

Moved By: Scott Lewis

Seconded By: John H. Wilson

THAT Report No. PW-23-46 entitled “RFQ Award – Copenhagen Park Landscaping” be received;

AND THAT Staff be directed to work with Beamish Landscape Services Inc. to negotiate the award of the RFQ to fit into the project’s allotted budget.

Carried

Comments/Analysis:

In response to Council’s direction, staff met with Beamish Landscape Services Ltd in order to bring forward a modified landscape design for the Copenhagen Park that more closely fits with the approved capital budget.

Staff worked with the expertise of Beamish Landscape Services to reduce the scope of work to fit the budget. This involved:

- an overall decrease in mulched areas, which also decreases future maintenance costs;
- removal of plantings from the pond edge, which ensures proper access to the pond for maintenance of this stormwater infrastructure; and
- an overall decrease in the number of tree's planted around the perimeter / property line of the site.

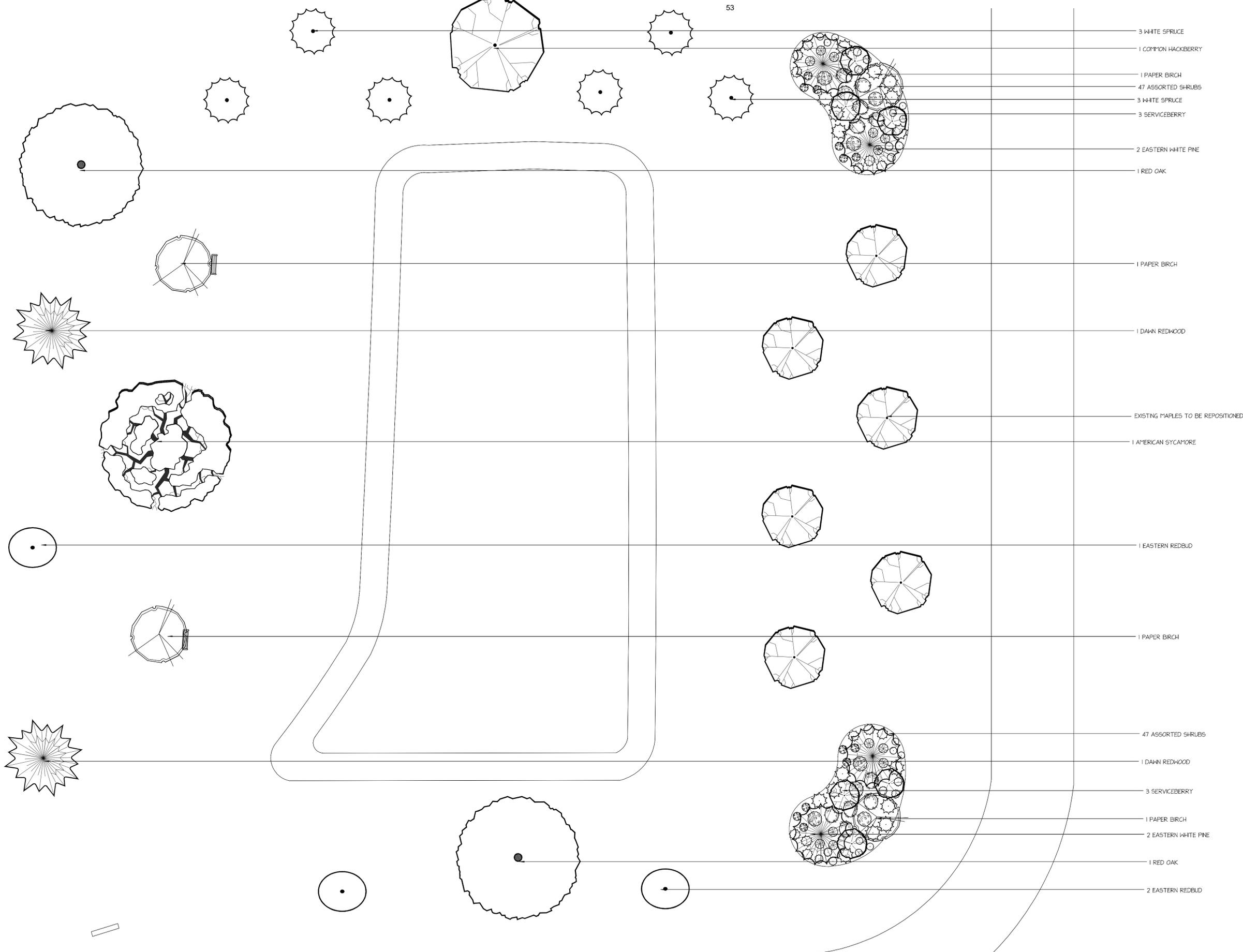
The original RFQ price for the landscaping work was \$75,650.95. Through negotiation with Beamish Landscape Services and by moving to the modified design plan, the revised price for landscaping work is \$28,315.03.

The original intention of this project was to provide landscaping and beautification of the Copenhagen Park. The modified design plan is attached for Council's review. Staff agree that the modified design accomplishes the task of beautifying the park, while bringing the total project costs within the approved budget.

Financial Implications to Budget:

This new design now fits into the approved 2023 capital budget for this project.

Submitted by:	Approved by:	Approved for Council:
Chris Cox Facilities Manager	Jason Godby, Director of Public Works	Adam Boylan, Acting Chief Administrative Officer



- 3 WHITE SPRUCE
- 1 COMMON HACKBERRY
- 1 PAPER BIRCH
- 47 ASSORTED SHRUBS
- 3 WHITE SPRUCE
- 3 SERVICEBERRY
- 2 EASTERN WHITE PINE
- 1 RED OAK
- 1 PAPER BIRCH
- 1 DAWN REDWOOD
- EXISTING MAPLES TO BE REPOSITIONED
- 1 AMERICAN SYCAMORE
- 1 EASTERN REDBUD
- 1 PAPER BIRCH
- 47 ASSORTED SHRUBS
- 1 DAWN REDWOOD
- 3 SERVICEBERRY
- 1 PAPER BIRCH
- 2 EASTERN WHITE PINE
- 1 RED OAK
- 2 EASTERN REDBUD



COPENHAGEN PARK

PLANTING PLAN

SCALE: 1/16" = 1'-0"

DESIGNED BY: M. PRONG, CLHT

Notes:
 Report all discrepancies to the Landscape Designer.
 This drawing is the property of Beamish Landscape Services.
 All plants in the plan are illustrated at maturity. Suggested mulch is to be decided and laid 3" thick.
 Contractors to locate all underground utilities. Ensure positive drainage in all areas.
 Dimensions shall take precedence over scale. Overall scale of the project is approximate. Trees shall have same relation to finished grade as it bore to previous existing grade.
 Any significant changes to design will affect the construction price accordingly.
 All construction materials (including stone) will be approved by client.
 Due to the irregularity of natural stone, the end project may not be installed exactly as shown on plan.
 All previous issues of this drawing are superseded.
 Installation contractors are responsible for compliance with all town, city and province regulations and codes.
 Any construction details, engineering or grading issues are solely the responsibility of the contractor.
 This is a conceptual landscape plan that is to be used for layout only. It is not for construction.



Report to Council

REPORT NO.: DS-23-23

DATE: September 7, 2023

ATTACHMENT: Application, By-law

SUBJECT: **ZONING BY-LAW AMENDMENT TO LIFT HOLDING ON BEHALF OF Paul Wagler (AUTHORIZED AGENT: Zelinka Priamo Ltd. (c/o Azar Davis))**

LOCATION: Concession 7 N, Part Lots 26-28, Concession NTR, Part Lots 99-101, Concession North of Talbot Road (9600 Walker Road)

Recommendation:

THAT Report No. DS-23-23 entitled “Zoning By-law Amendment to Lift Holding of Paul Wagler” be received;

AND THAT Zoning By-law Amendment No. D14-Z11-23 on behalf of Paul Wagler, relating to the property located at Concession 7 N, Part Lots 26-28, Concession NTR, Part Lots 99-101, and known municipally as 9600 Walker Road, BE APPROVED for the reasons set out in this Report.

Background:

A Zoning By-law Amendment application (“the application”) has been submitted by Zelinka Priamo on behalf of the Five Star Metals. The purpose of the application is to amend the existing ‘Farm Industrial – Site-Specific (M3-3-H)’ zone to remove the holding symbol that applies to the subject lands.

The Applications relate to the property located at CON 7 N PT LOTS 26 TO 28 CON;NTR N PT LOTS 99 TO 101 RP;11R2037 PART 1, Concession North of Talbot Road, and known municipally as 9600 Walker Road.

Notice of Intent to remove the holding has been given in accordance with Planning Act regulations to persons or bodies as prescribed and regulated by the Planning Act, RSO 1990, including posting notice in two recent issues of the Aylmer Express.

Comments/Analysis:

The subject lands are approximately 2.3 ha (5.8 acres) in area, have approximately 169 metres (554 feet) of frontage along Walker Road, and have an average depth of approximately 142 metres (466 feet). The subject lands currently contain an existing dwelling, barn, accessory structures, and a 563 m² building previously used as a furniture finishing business and showroom. The subject lands are bounded by agricultural lands to the north, east, and south, and Walker Road to the west.

The subject lands are designated 'Special Policy Area 6' in the Township of Malahide Official Plan and zoned 'Farm Industrial – Site-Specific (M3-3-H)' on Map 48 of the Township of Malahide Zoning By-law. Earlier this year, Council approved an Official Plan Amendment and Zoning By-law Amendment application to permit the development of a 2,000 m² metal roofing and siding fabrication use on the subject lands. The 'H' symbol applied to the subject lands required the completion of a Noise Impact Study to assess any noise impacts of the proposed use and any mitigation measures are implemented.

The applicant has submitted a Noise Impact Study prepared by GRIT Engineering. The Study concluded that the proposed use would comply with applicable MECP provincial guidelines, and no mitigation measures were recommended. Staff have no concerns with the findings of the Noise Impact Study and the proposed removal of holding.

Public/Agency Comments Received

Notice of Intent was given in accordance with Planning Act regulations. No comments have been received.

Financial Implications to Budget:

Staff do not anticipate any implications to the Township's Operating Budget.

Submitted by:	Reviewed by:
Eric Steele, BES Monteith Brown Planning Consultants, Consulting Planner for the Township	Jay McGuffin, MCIP, RPP Monteith Brown Planning Consultants Vice President & Principal Planner

Approved by:
Adam Boylan, Acting Chief Administrative Officer



VIA EMAIL

July 14, 2023

Township of Malahide C/O Eric Steele, Monteith Brown Planning Consultants
87 John Street South
Aylmer, ON
N5H 2C3

**Re: Lift of Holding Provision – Noise Impact Study
9600 Walker Road
Township of Malahide**

Our File: FSM/MAL/22-01

On behalf of Five Star Metal Inc., Zelinka Priamo Ltd. is pleased to submit a Noise Impact Study prepared by GRIT Engineering related to a proposed metal fabrication facility for the lands known municipally as 9600 Walker Road.

The subject lands are designated Specific Policy Area No. 6 by the Township of Malahide Official Plan, and are further zoned M3-3-H by Zoning By-law 18-22, as amended. The lands are the subject of Official Plan Amendment 21 and Zoning By-law Amendment 23-29, approved on May 23, 2023 and June 15, 2023 respectively. The Holding provision stipulates that a Noise Impact Study be submitted prior to the Owner entering into a site plan agreement, to the satisfaction of the Township. The Study concludes that concludes that the proposed use will comply with applicable MECP guidelines, and no mitigation measures are proposed

We trust that the enclosed information is satisfactory and we look forward to a timely approval process. Should you have any questions, or require further information, please do not hesitate to contact the undersigned.

Yours very truly,

ZELINKA PRIAMO LTD.

A handwritten signature in blue ink, appearing to be 'AD', is written over a faint, larger version of the 'ZP' monogram logo.

Azar Davis, BURPI, CPT
cc. Five Star Metal Inc., C/O Paul Wagler (via email)

Noise Impact Assessment

9600 Walker Road, Aylmer

Project Location:

9600 Walker Road
Aylmer, ON, N5H 2R3

Prepared For:

Paul Wagler, Stolform Inc.
51580 College Line
Aylmer, ON, N5H 2R3

Prepared by:

GRIT Engineering Inc.
Stratford, Ontario

June 26, 2023

GRIT File No: GE23-0469-2-ENV-RPT-NIA-REV-2-
2023-07-10



Contents

1.0 Introduction	1
2.0 Site and Area Description	2
3.0 Scope	3
3.1 Stationary Sources of Noise	3
3.1.1 Industrial Buildings	4
3.1.2 Transport Activities	4
3.2 Data Acquisition	4
3.3 Insignificant Sources	4
4.0 Assessment Criteria – Stationary Sources	6
4.1 Sound Level Limits – Steady Noise	6
4.2 Sound Level Limits – Impulse Noise	7
5.0 Points of Reception	8
6.0 Noise Impact Assessment – Stationary Sources	9
6.1 Methodology	9
6.2 Industrial Buildings	9
6.3 Transport Activities	10
6.4 Operating Conditions	10
6.5 Noise Impact Results – Steady Sources	10
6.6 Noise Impact Results – Impulse Sources	11
7.0 Conclusions	13
8.0 Statement of Conditions and Limitations	14
9.0 References	15

FIGURES

- Figure 1 – Key Map
- Figure 2 – Site Plan and Noise Source Map
- Figure 3 – Receptor Location Map
- Figure 4 – Land Use Zoning Designation Plan



APPENDICES

Appendix A – Supplied Drawing(s)

Appendix B – Tables

Appendix C – Model Sample Calculations



Executive Summary

GRIT Engineering Inc. (GRIT) was retained by Paul Wagler (Client) to conduct a Noise Impact Assessment for a facility at 9600 Walker Road, Aylmer, Ontario (Site). GRIT understands the Site is to be used for a metal fabrication facility.

The noise impacts from the Site have been predicted based on expected Site operations, current and available site plans, surface data, and measured sound level data. The proposed commercial development based on the Site Plan for the property at 9600 Walker Road, Aylmer, Ontario, can operate in compliance with applicable MECP guidelines.

This noise impact assessment must be updated when/if changes or modifications to any parameters that may affect the predicted noise impacts at the nearest points of reception are anticipated. These changes may include but are not limited to: on-site noise sources, on-site activities, building dimensions, surface conditions, grading or elevation, or any similar changes to the proposed off-site residential developments.

If details of the Site Plan change before building permits are issued, it is recommended that this report be updated to be consistent with the final building plans and represent as-built conditions.



1.0 Introduction

GRIT Engineering Inc. (GRIT) was retained by Paul Wagler (Client) to conduct a Noise Impact Assessment for a facility at 9600 Walker Road, Aylmer, Ontario (Site). GRIT understands the Site is proposed to be used for a metal fabrication facility. As part of the proposed operations the Site is proposed to add a 1,394 m² addition to the existing barn to form the main production building. Additionally, the Site is proposed to add a 23 m² outbuilding to the east of the existing barn to house a hydraulic generator (hydraulic power building).

This report is required by the Township of Malahide for the purposes of obtaining a Site Plan Approval. The assessment was completed based on the Site Plan completed by CJDLC Consulting Engineers and issued on June 15, 2023 (Site Plan).

The study was completed in accordance with the Ministry of Environment, Conservation, and Parks (MECP) document *Environmental Noise Guideline – Stationary and Transportation Sources – Approval and Planning* (NPC-300).

The analysis was based on the Site Plan, and estimates and assumptions regarding Site activities, equipment, and hours of operation as indicated by the Client. Noise impacts were predicted using SoundPLAN prediction software that incorporates the standard *ISO 9613-2:1996 – Acoustics – Attenuation of sound during propagation outdoors – Part 2: General method of calculation* (ISO 9613-2:1996) as required by NPC-300.



2.0 Site and Area Description

The proposed operations consists of one (1) main production building and one (1) outbuilding on the north side of the Site. There are also some other ancillary and residential buildings on the south side of the Site. The main production building consists of an existing 563 m² barn on with a 1,394 m² proposed addition on the north side of the Site. This existing barn is slated to be used for mostly warehousing, with some offices taking up the west portion of this building. This proposed addition is intended to house the main production for the proposed metal fabrication at the Site. Figure 1 – Key Map indicates the location of the proposed Site. A Site Plan for the proposed development has been included in Appendix A.

The Site is currently zoned as site-specific zoning M3-3-H-1 Farm Industrial as per the *Township of Malahide Zoning By-Law No. 18-22* (Zoning By-Law). The client is seeking a zoning amendment to the site-specific zoning to permit metal fabrication activities. A land use zoning designation plan has been included as Figure 4.

GRIT understands that the Site will be the new home for Stolform Inc. and that its current operations, residing at 51580 College Line, Aylmer, Ontario, will be moved to the Site.

The Site is situated on the east side of Walker Road in Aylmer, in an agricultural area.



3.0 Scope

NPC-300 defines two main types of noise to be considered for assessment. These two types of noise are stationary noise sources and transportation noise sources.

Stationary noise sources are those that are normally operated within the property lines of a facility. Most stationary sources of noise consist of equipment or activities that are stationary but may include on-site vehicle traffic or other moving sources of noise. Stationary noise sources are further divided up into steady or impulse sources of stationary noise.

Transportation noise sources are road, rail, and/or aircraft operations that are important to consider where new noise sensitive receptors are being introduced or where new or modified routes of transportation are being proposed.

Noise sources identified with the Site consist of stationary sources of noise only. As such, no assessment for transportation noise was conducted.

3.1 Stationary Sources of Noise

GRIT attended the existing operations at 51580 College Line, Aylmer, Ontario. As indicated by the Client, the Site operations will be identical to the current site operations. GRIT identified both steady and impulse sources of stationary noise.

Significant sources considered in the assessment are outlined in Table 3.1 below.

Table 3.1 - Significant Noise Sources

Source ID	Description	Source Type	Tonal Characteristics	Directivity Pattern
IB1-S	Main Production Building	Steady	None	Uni
IB1-I	Main Production Building	Impulse	None	Uni
IB2-S	Hydraulic Power Building	Steady	None	Uni
TR1	Transport Activities	Steady	None	Omni

The locations of the significant noise sources are shown on Figure 2 – Site Plan and Noise Source Location Map. Further details regarding the operation of the significant sources are outlined in Section 6.0 below.



3.1.1 Industrial Buildings

The proposed operations consist of one main production building that is considered a stationary noise source. The proposed addition will have two main overhead doors (4.9 m x 4.9 m each) on the west side of the proposed addition on the north portion of the building. There is one overhead door (3.5 m x 2.7 m) on the south side of the existing portion of the building. During the hours of operation, these overhead doors are typically open. The main production building has both steady sources and impulse sources of noise. Steady sources of noise from the main production building consists of conveyors, power tools, and other ancillary equipment. Impulse sources of noise consist of stamps, presses, sheers, and other bangs and rattling of sheet steel.

There is also a proposed small hydraulic power building located just to the SE of the main production building. This building will house the hydraulic pump used to power hydraulic equipment within the main production building. There is a man door (0.9 m x 2.0 m) on east and west sides of this building. There is also a main access door (2.4 m x 2.4 m) on the south side of this building. During the hours of operation, all the doors to this building are open. Noise from the hydraulic power building only consists of steady noise produced by the hydraulic pump.

3.1.2 Transport Activities

Transport activities will generally consist of pickup trucks with trailers that enter and leave the Site.

3.2 Data Acquisition

Sound power levels for significant sources were developed from measured data made at the current Stolform Inc. facility at 51580 College Line, Aylmer, Ontario. A summary of the sound power level for each source is included as Table B1 in Appendix B. Full 1/3 octave band sound power levels for each source is included as Table B2 in Appendix B. Raw data was collected on May 16, 2023 and is presented in Table B5 in Appendix B. Meteorological conditions during the measurement period are summarized in Table B6 in Appendix B.

Measurements were completed in accordance with MECP documents *Publication NPC-102 – Instrumentation* (NPC-102) and *Publication NPC-103 – Procedures* (NPC-103). All measurements were obtained using a Larson Davis Model 831C Class 1 Sound Level Meter that complies with the requirements of NPC-102.



3.3 Insignificant Sources

There are insignificant noise sources identified for Site. Table 3.2 below outlines these insignificant sources and the reasons for exclusion in the assessment.

Table 3.2 – Insignificant Noise Sources

Insignificant Noise Source	Reason for Exclusion in Assessment
Non-production buildings	There are several existing buildings on-Site that will house various rural/agricultural activities unrelated to the main industrial activities at the Site. Additionally, there is a residential building on-Site. Activities from these buildings are routine and typical of rural residential/agricultural uses. For these reasons, noise produced from these sources is considered insignificant.
Pedestrian, parking lots, and other vehicle activities	These sources are generally not considered to be stationary sources of noise as defined by NPC-300. No other significant vehicles were identified as part of the Site activities.



4.0 Assessment Criteria – Stationary Sources

Part C in NPC-300 provides guidance for assessment of noise impacts for land use planning purposes. For the purposes of establishing guideline limits for impacts from stationary sources, NPC-300 defines neighbourhood classes. These neighbourhood classes are described in Table 4.1 below.

Table 4.1 – NPC-300 Neighbourhood Classes

Class	Description
Class 1	means an area with an acoustical environment typical of a major population centre, where the background sound level is dominated by the activities of people, usually road traffic, often referred to as “urban hum.”
Class 2	means an area with an acoustical environment that has qualities representative of both Class 1 and Class 3 areas: <ul style="list-style-type: none"> • sound levels characteristic of Class 1 during daytime; and • low evening and night background sound level defined by natural environment and infrequent human activity
Class 3	means a rural area with an acoustical environment that is dominated by natural sounds having little or no road traffic, such as: a small community, agricultural area, a rural recreational area such as a cottage or a resort area, or a wilderness area.
Class 4	means an area or specific site that would otherwise be defined as Class 1 or 2 and which: <ul style="list-style-type: none"> • is an area intended for development with new noise sensitive land use(s) that are not yet built; • is in proximity to existing, lawfully established stationary source(s); and • has formal confirmation from the land use planning authority with the Class 4 area classification which is determined during the land use planning process. Additionally, areas with existing noise sensitive land use(s) cannot be classified as Class 4 areas.

Based on the surrounding area of the Site it is determined that the applicable noise limits are for a Class 3 environment.

4.1 Sound Level Limits – Steady Noise

The applicable sound level limits for steady noise sources at the nearest points of reception are outlined in Table 4.2 below.



Table 4.2. – Applicable Noise Level Limits – Steady Sources

Point of Reception	Time of Day	Class 3 Limit (L_{eq} , dBA)
Plane of Window	7 AM – 7 PM	45
	7 PM – 11 PM	40
	11 PM – 7 AM	40
Outdoor	7 AM – 7 PM	45
	7 PM – 11 PM	40

4.2 Sound Level Limits – Impulse Noise

Based on observations made while at the current Stolform Inc. facility, during hours of operation impulses occur more than nine (9) times per hour. As such, the applicable sound level limits for impulse noise sources at the nearest points of reception are outlined in Table 4.3 below.

Table 4.3 – Applicable Noise Limits – Impulse Sources

Point of Reception	Time of Day	Class 3 Limit (L_{LM} , dBA)
Plane of Window	7 AM – 7 PM	45
	7 PM – 11 PM	40
	11 PM – 7 AM	40
Outdoor	7 AM – 7 PM	45
	7 PM – 11 PM	45



5.0 Points of Reception

For the purposes of evaluating noise from stationary sources, points of reception (PORs) were considered in all nominal compass directions from the Site. All lands in the vicinity of the Site are agricultural. There are no dwellings within the noise influence zone to the east and south of the Site. As such, only receptors to the north and west were considered.

The points of reception that are identified in the assessment are included in Table 5.1 below.

Table 5.1 - Points of Reception Summary

POR	Description	Direction from Site
R1	Southwest corner of 2 storey house and outdoor area at 9658 Walker Road	North
R2	East corner of 2 storey house and outdoor area at 9605 Walker Road	West

Locations of PORs are shown on Figure 3 – Receptor Location Map.

All PORs were evaluated for the plane of window (POW) and outdoor locations.



6.0 Noise Impact Assessment – Stationary Sources

6.1 Methodology

Noise impacts for stationary sources were predicted using SoundPLAN noise prediction software. All predictions for noise impacts at points of reception were calculated using ISO 9613-2:1996, as required by NPC-300.

The residence buildings in the noise influence area are currently single-storey buildings. However, the Zoning By-Law permits dwellings up to 2-storeys. As such, PORs at the Plane of Window (POW) were assessed at the façade of the building for the ground level (1.5 m) and 2nd storey (4.5 m) heights. Outdoor PORs were modelled at the property line or at 30 m from the façade of the building, whichever is closer to the POR, at a height of 1.5m.

The default ground factor (G) for the model is "1" which represents attenuation for soft (absorptive) surfaces. Hard surfaces (roads, parking lots, driveways, sidewalks, etc.) that are present or proposed were explicitly defined and the G value set to "0" for hard (reflective) surfaces. No significant bodies of water are present in the calculation area.

Three (3) orders of reflection were applied to account for reflections from hard surfaces.

Terrain data was used to calculate a Digital Ground Model (DGM) for the calculation area. Elevation data used in the DGM was obtained from Google Earth.

Dimensions and locations for off-site buildings were assumed based on available aerial photos, and street-view data. All buildings in the calculation area were assumed to have a reflection loss of 1.00 dB for hard surfaces.

Model sample calculations are included as Table C1 in Appendix C.

6.2 Industrial Buildings

Most of the noise emitted from the industrial buildings is from open doors during hours of operation. For conservative purposes the building envelope of the industrial buildings are also considered significant noise sources.

The open doors are modelled as area sources and have a sound power level equal to the interior level measured at the façade of the building. Noise from the building envelope is modelled using a rated transmission loss for the building envelope materials.



The only wall that is not considered a significant noise source is the west wall of the south portion of the main production building as the western side of this portion of the building is used for offices and is internally separated from production activities.

The main production building has a building envelope constructed of trapezoidal sheet steel. The hydraulic power building is constructed of walls made of hollow concrete block and a roof of trapezoidal sheet steel. Rated transmission loss for the building envelope materials is contained in the noise modelling software.

6.3 Transport Activities

Transport activities were modelled as moving point sources. The moving point source is characterized by a line with a height of 1.0 m for moving vehicles. The maximum L_{eq} of the moving point source is adjusted for speed (assumed to be 20 km/hr on-Site) and number of events per hour, as indicated in Section 6.4 below.

6.4 Operating Conditions

Operating conditions and duty cycles for significant noise sources were developed based on observations at the current Stolform Inc. operations and as indicated by the Client.

The typical hours of operation for the Site are 8 AM to 5 PM. For conservative purposes, all noise from the industrial buildings is assumed to be operating at a 100% duty cycle for the hours of 7 AM and 7 PM.

As indicated by the Client the Site will have a maximum of three (3) transport events between the hours of 7 AM and 7 PM. Additionally, the Site will regularly have one (1) transport event occurring between 6 AM and 7 AM.

For all other hours not described by the operating conditions above, noise sources are assumed to have a duty cycle of 0% or zero (0) events per hour.

Details for hourly duty cycles for the significant noise sources are included as Table B3 in Appendix B.

6.5 Noise Impact Results – Steady Sources

The results of the noise impacts for steady sources of noise at the nearest points of reception are presented in Table 6.1 below. Contributions for each noise source at each POR is included in Table B4 in Appendix B.



Table 6.1 - Noise Impact Summary Table – Steady Sources

POR ID	Time Period	SPL Impact (L _{eq} , dBA)	Performance Limit (L _{eq} , dBA)	Compliance with Performance Limit (Yes/No)	Verified by Acoustic Audit (Yes/No)
R1A	Day (7 AM – 7 PM)	36	45	Yes	No
POW (1 st fl)	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	11	40	Yes	No
R1A	Day (7 AM – 7 PM)	38	45	Yes	No
POW (2 nd fl)	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	11	40	Yes	No
R1B	Day (7 AM – 7 PM)	40	45	Yes	No
Outdoor	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	N/A	N/A	N/A	N/A
R2A	Day (7 AM – 7 PM)	40	45	Yes	No
POW (1 st fl)	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	11	40	Yes	No
R2A	Day (7 AM – 7 PM)	41	45	Yes	No
POW (2 nd fl)	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	13	40	Yes	No
R2B	Day (7 AM – 7 PM)	40	45	Yes	No
Outdoor	Evening (7 PM – 11 PM)	0	40	Yes	No
	Night (11 PM – 7 AM)	N/A	N/A	N/A	N/A

Results from the steady source noise impact assessment indicate that the Site can operate in compliance with applicable limits at the nearest Points of Reception.

6.6 Noise Impact Results – Impulse Sources

The results of the noise impacts for steady sources of noise at the nearest points of reception are presented in Table 6.2 below. Contributions for each noise source at each POR is included in Table B4 in Appendix B.



Table 6.2 – Noise Impact Summary Table – Impulse Sources

POR ID	Time Period	SPL Impact (L _{LM} , dBA)	Performance Limit (L _{LM} , dBA)	Compliance with Performance Limit (Yes/No)	Verified by Acoustic Audit (Yes/No)
R1A	Day (7 AM – 7 PM)	38	45	Yes	No
POW	Evening (7 PM – 11 PM)	0	40	Yes	No
(1 st fl)	Night (11 PM – 7 AM)	0	40	Yes	No
R1A	Day (7 AM – 7 PM)	39	45	Yes	No
POW	Evening (7 PM – 11 PM)	0	40	Yes	No
(2 nd fl)	Night (11 PM – 7 AM)	0	40	Yes	No
R1B Outdoor	Day (7 AM – 7 PM)	45	45	Yes	No
	Evening (7 PM – 11 PM)	0	45	Yes	No
	Night (11 PM – 7 AM)	N/A	N/A	N/A	N/A
R2A	Day (7 AM – 7 PM)	45	45	Yes	No
POW	Evening (7 PM – 11 PM)	40	40	Yes	No
(1 st fl)	Night (11 PM – 7 AM)	40	40	Yes	No
R2A	Day (7 AM – 7 PM)	45	45	Yes	No
POW	Evening (7 PM – 11 PM)	40	40	Yes	No
(2 nd fl)	Night (11 PM – 7 AM)	40	40	Yes	No
R2B Outdoor	Day (7 AM – 7 PM)	45	45	Yes	No
	Evening (7 PM – 11 PM)	45	45	Yes	No
	Night (11 PM – 7 AM)	N/A	N/A	N/A	N/A

Results from the impulse source noise impact assessment indicate that the Site can operate in compliance with applicable limits at the nearest Points of Reception.



7.0 Conclusions

The noise impacts from the proposed Site have been predicted based on expected Site operations, current and available Site plans, surface data, and measured sound level data. The proposed commercial development based on the Site Plan for the property at 9600 Walker Road, Aylmer, Ontario, can operate in compliance with applicable MECP guidelines.

This noise impact assessment must be updated when/if changes or modifications to any parameters that may affect the predicted noise impacts at the nearest points of reception are anticipated. These changes may include but are not limited to: on-site noise sources, on-site activities, building dimensions, surface conditions, grading or elevation, or any similar changes to the proposed off-site residential developments.

If details of the Site Plan change before building permits are issued, it is recommended that this report be updated to be consistent with the final building plans and represent as-built conditions.



8.0 Statement of Conditions and Limitations

This Report has been prepared in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering profession currently practicing in the same or similar locality, under the same or similar conditions, subject to the time limits and financial, physical or other constraints applicable to the Services.

The recommendations provided in this report are applicable only to the specific site, development, design objectives and purposes that are described in the text and then only if constructed substantially in accordance with the details stated in this report. Since all details of the final design were unknown at the time of report preparation, we recommend that we be retained during the final design phase to verify that the recommendations have been correctly interpreted in the design.

The information and opinions expressed in the Report, or any document forming part of the Report, are for the sole benefit of the Client. They are not intended as specifications or instructions to contractors. Any use which a contractor makes of this report, or decisions made based on it, are the responsibility of the contractor. The Report may not be used by a Third Party without the expressed written consent of GRIT Engineering Inc. and the Client.

GRIT Engineering Inc. does not accept responsibility for independent conclusions, interpretations, interpolations and/or decisions of the Client, or others who may come into possession of the Report, or any part thereof, which may be based on data contained in the Report. This restriction of liability includes but is not limited to decisions made to develop, acquire or sell land.

Yours respectfully,

GRIT Engineering Inc.

Spencer Bannon P.Eng
Environmental Services Director



9.0 References

- Environmental Noise Guideline – Stationary and Transportation Sources – Approval and Planning (NPC-300)
- ISO 9613-2:1996 – Acoustics – Attenuation of sound during propagation outdoors – Part 2: General method of calculation
- The Township of Malahide Zoning By-Law No. 18-21
- Publication NPC-102 – Instrumentation

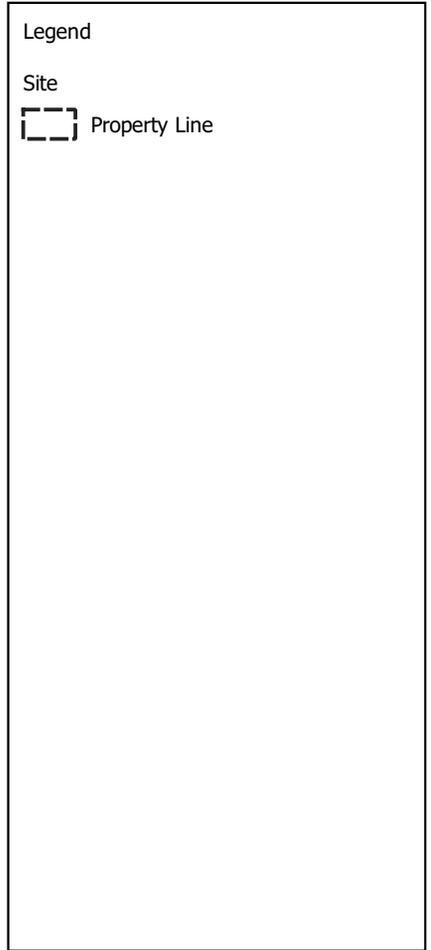


Figures



Figure 1

Key Map



0 125 250 375 500 m



GRIT
ENGINEERING INC



Figure 2

Site Plan and Noise Source Map

Legend

-  Property Line
-  Industrial Building
-  Transport Activities
-  Industrial Door Opening

0 5 10 15 20 m



GRIT
ENGINEERING INC



Figure 3

Receptor Locations

Legend

Site

- Transport Activities
- Industrial Door Opening
- On-Site Building
- Property Line

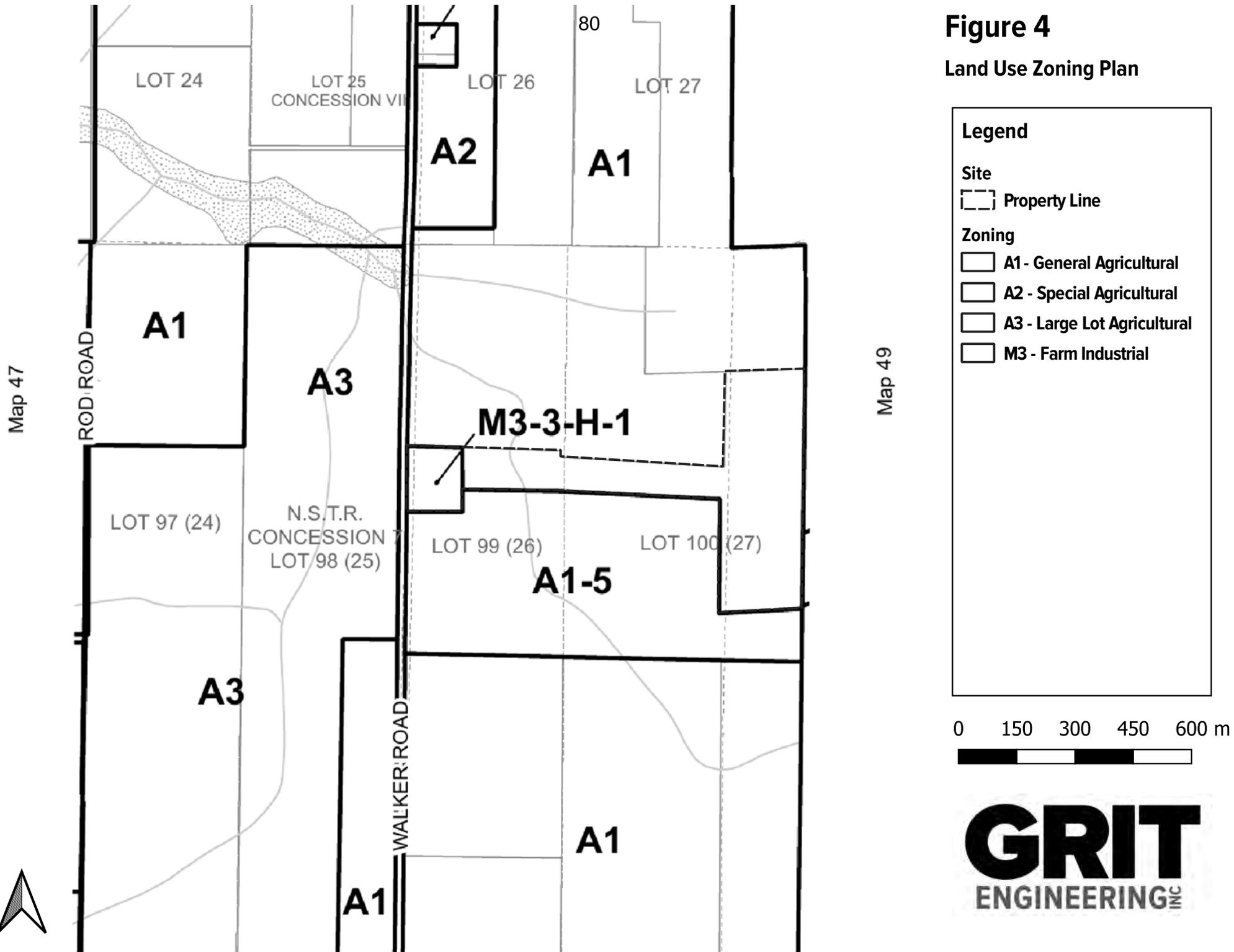
Area

- Point of Reception
- Residential Building
- Off-Site Building



Figure 4

Land Use Zoning Plan





Appendix A

Supplied Drawings

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STAGING/LAY-DOWN LOCATION SUBJECT TO THE APPROVAL OF THE ENGINEER. ACCESS TO THE SUBJECT SITE IS PROVIDED VIA THE EXISTING GRAVEL DRIVEWAY FRONTING WALKER ROAD NORTH. CONTRACTOR IS RESPONSIBLE FOR STREET SWEEPING AS REQUIRED, AS DIRECTED BY THE ENGINEER.
2. ASSUMED DATUM IS RELATED TO SITE BENCHMARK IN POST ON WEST SIDE OF WALKER LINE (ELEVATION 48.72). BENCHMARKS SHOWN ON THE DRAWINGS ARE NOT GUARANTEED BY THE MUNICIPALITY OR BY CYRIL J. DEMEYERE LIMITED (NON-GEODECTIC).
3. BUILDER TO VERIFY GROUNDWATER TABLE, SOIL BEARING CAPACITY, EXTRA FOOTING REQUIREMENTS AND ADJUSTMENT OF TOP OF FOUNDATION, ETC., PRIOR TO CONSTRUCTION.
4. THE LOCATION OF EXISTING UTILITIES IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE PLAN USER TO INFORM THEMSELVES OF THE EXACT LOCATION OF ALL POLES, LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES BEFORE COMMENCING WORK. SUCH UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE DRAWINGS. WHERE SHOWN, THE ACCURACY OF THE POSITION IS NOT GUARANTEED. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGES TO THE UTILITIES DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND REPORT ANY DISCREPANCIES TO THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION.
6. TOPSOIL SHALL BE STRIPPED FOR ALL AREAS TO BE DISTURBED. TOPSOIL MAY BE USED AS FILL OUTSIDE OF PROPOSED PARKING AND BUILDING AREAS ONLY. AREAS UNDER BUILDINGS AND PARKING LOT SHALL BE RAISED TO GRADE WITH GRANULAR (SAND ACCEPTABLE) IN 150mm LAYERS, COMPACTED TO 98% PROCTER, CERTIFIED BY GEOTECHNICAL ENGINEER. COMPACT ALL FILL TO 95% PROCTER IN 300mm MAXIMUM LIFTS.
7. PIPE BEDDING AND BACKFILL SHALL BE IN ACCORDANCE WITH DETAIL DRAWINGS. CLEAN, NATIVE BACKFILL (SAND AND CLAY) IS ACCEPTABLE. ALL TRENCH BACKFILL SHALL BE UNIFORMLY COMPACTED IN ACCORDANCE WITH SPECIFICATIONS. MANHOLES AND CATCHBASINS SHALL HAVE GRANULAR BACKFILL PLACED FOR 300mm MINIMUM ON ALL SIDES.
8. THE CONTRACTOR MUST USE LASER EQUIPMENT FOR GRADING OPERATIONS. INSTALL 1.8m HIGH T-RAIL STEEL FENCE POSTS AT ALL PROPERTY BARS (OR AT WOOD STAKES IF PROPERTY BARS ARE NOT INSTALLED) BEFORE COMMENCING CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSAL SITES AS MAY BE REQUIRED. DOCUMENTATION SHALL BE PROVIDED TO THE ENGINEER VERIFYING THE DISPOSAL SITE(S) ARE PROPERLY LICENSED TO ACCEPT DESIGNATED MATERIAL. PROPERTY OWNERS RELEASE FORMS OPSF-1, 2, 3 MUST BE FILLED OUT AND PROVIDED TO THE ENGINEER.
10. PARKING LOT DESIGN SHALL BE 250mm GRAN 'B', 100mm GRAN 'A'. ALL OTHER SOFTSCOPE AREAS SHALL RECEIVE 150mm TOPSOIL AND SEED AND SHALL BE MAINTAINED UNTIL GROWTH IS ESTABLISHED.
11. GRADING PLAN DESIGN WILL ALLOW GRAVITY SANITARY SEWAGE FLOWS FROM MAIN FLOORS OF PROPOSED PROCESSING FACILITY. SEPTIC SYSTEM DESIGNED BY OTHERS. A PERMIT MUST BE OBTAINED FOR THE SEPTIC SYSTEM PRIOR TO INSTALLING ANY PIPE. REFER TO FILE 00444-1 FROM FLOWSPCC ENGINEERING, PHONE 519-744-9336.
12. ANY SUMP PUMPS REQUIRED FOR PROPOSED BUILDINGS SHALL OUTLET TO SURFACE.
13. ALL GARBAGE WILL BE STORED INSIDE BUILDINGS.
14. TREE PLANTING SHALL NOT OCCUR WITHIN 5m OF SEPTIC LEACHING BED.
15. SWALE SLOPES SHALL BE 3:1 MAXIMUM (V-BOTTOM ACCEPTABLE UNLESS NOTED OTHERWISE).
16. ALL TREES, BUSHES, STUMPS REMOVED SHALL BE DISPOSED OFF SITE.
17. THE CONTRACTOR SHALL AVOID DAMAGE TO EXISTING SITE FEATURES AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS.
18. THE CONTRACTOR SHALL INSTALL ANY SILT CONTROL MEASURES REQUIRED TO STOP SILT MIGRATION FROM ENTERING STORM SEWERS OR DRAINS TO THE SATISFACTION OF THE MINISTRY OF NATURAL RESOURCES, CATFISH CREEK CONSERVATION AUTHORITY, MINISTRY OF ENVIRONMENT CONSERVATION AND PARKS OR ANY OTHER REGULATORY AGENCY OR MINISTRY, AND IN PARTICULAR, THE GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES (MMF). THE CONTRACTOR SHALL ASSUME THE DEFENCE OF AND INDEMNIFY AND SAVE HARMLESS PAUL WAGLER AND CYRIL J. DEMEYERE LTD. FROM ALL FINES, CHARGES AND CLAIMS RELATING TO THE PROJECT FROM ANY REGULATORY AGENCY OR MINISTRY.
19. COMPLETED WORKS MUST BE CERTIFIED BY THE CONSULTING ENGINEER.
20. EX. GLUED TILE TO BE EXPOSED AT CB1 LOCATION PRIOR TO SETTING CB1 TO CONFIRM EX. INVERT ELEVATION.
21. EX. FIRE STORAGE POND WATER LEVEL = 247.00 (APRIL 2019).

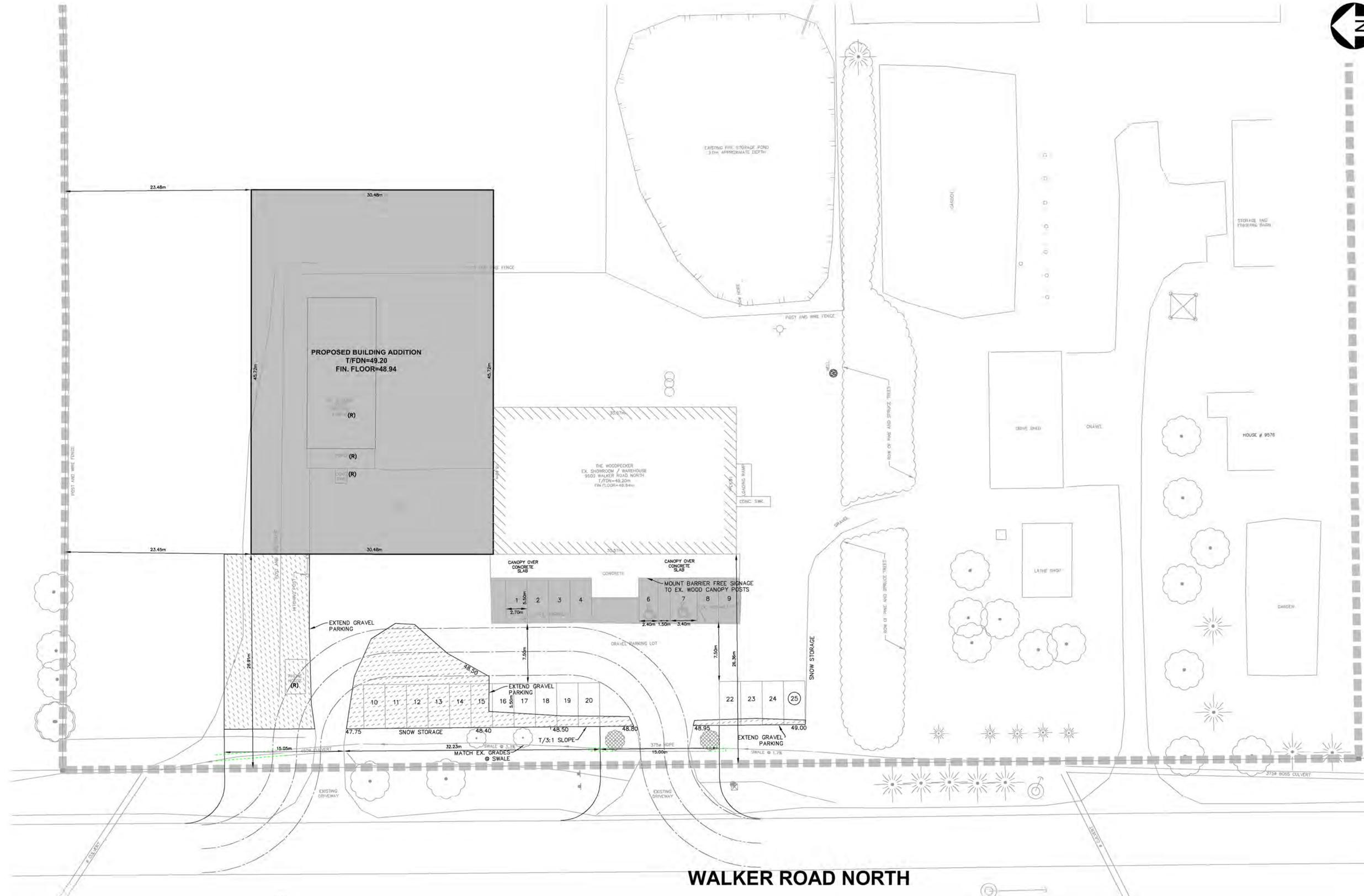
	ELEVATION	STORAGE
WATER LEVEL	247.00	774m³
T/SEDIMENT	244.45	9.46m³
B/ICE	246.40	450.78m³
FIRE STORAGE PROVIDED		441.32m³
FIRE STORAGE REQUIRED		135.78m³

ACCESSIBLE PARKING SIGN DETAIL



Rb-93

NOTE: ACCESSIBLE PARKING SIGNAGE TO BE MOUNTED ON EXISTING WOOD CANOPY POSTS
SEE DRAWING No. 36 FOR GENERAL NOTES



WALKER ROAD NORTH

LEGEND

- EXISTING/PROPOSED SANITARY
- EXISTING/PROPOSED STORM
- EXISTING/PROPOSED WATERMAIN
- EXISTING/PROPOSED WATER SERVICE
- EXISTING/PROPOSED MANHOLE
- EXISTING/PROPOSED CLEAN OUT
- EXISTING/PROPOSED CATCH BASIN
- EXISTING/PROPOSED VALVE
- EXISTING/PROPOSED CURB STOP
- EXISTING/PROPOSED HYDRANT
- UNDERGROUND BELL LINE
- UNDERGROUND CABLE LINE
- DITCH/SWALE
- TOE OF SLOPE, TOP OF BANK
- FENCE
- EDGE OF GRAVEL
- CURB, DROPPED CURB
- EDGE OF PAVEMENT
- EXISTING/PROPOSED NATURAL GAS LINE
- EXISTING/PROPOSED UNDERGROUND POWER
- EXISTING/PROPOSED OVERHEAD POWER
- EXISTING/PROPOSED UNDERGROUND FIBRE OPTIC
- GUY WIRE, UTILITY POLE
- LIGHT STANDARD
- TRAFFIC SIGNAL
- SIGN
- GAS VALVE
- UTILITY PEDESTAL
- TRANSFORMER
- SURVEY BARS
- CONIFEROUS, DECIDUOUS TREE
- SHRUB
- EDGE OF BUSH/DRIPLINE
- GEOTECHNICAL BORE HOLE

STAMP: PROFESSIONAL ENGINEER P. V. PENNER PROVINCE OF ONTARIO

METRIC SCALE 1:250

No.	REVISION	DATE	BY

CJDL
Consulting Engineers

Cyril J. Demeyere Limited
P.O. Box 460, 261 Broadway
Tillsonburg, Ontario, N4G 4H8
Tel: 519-688-1000
866-302-9886
Fax: 519-842-3235
cjd@cjdeng.com

TOWN OF TILLSONBURG

WAGLER STEEL BUILDING ADDITION
9600 WALKER ROAD NORTH
PART LOT 99
CONCESSION NORTH OF TALBOT ROAD EAST
SITE PLAN

DESIGN BY: ZDR DRAWN BY: ZDR CHECKED BY: PJP
PROJECT NO. 23031 SURVEY BY: TPM DATE: MAY 16 2023

DRAWING No. 01



Appendix B

Tables

Table B1 - Source Summary Table

Source ID	Description	Source Type ID	Sound Characteristic ¹	Source Location ²	Noise Control Measures ³	Unmitigated Sound Power Level (dBA)	Easting (mE)	Northing (mN)	Height Above Roof or Ground (m)
IB1-S	Main Production Building (Interior Noise Level)	ST1	S	I	U	78.6	507606.91 (centroid)	4736097.80 (centroid)	emitted from open doors
IB2-S	Hydraulic Power Building (Interior Noise Level)	ST2	S	I	U	97.0	507615.98 (centroid)	4736077.02 (centroid)	emitted from open doors
TR1	Transport Activities	ST3	C	O	U	88.4	moving point source	moving point source	1.00
IB1-I	Main Production Building (Interior Noise Level)	ST4	I	I	U	87.4	507615.98 (centroid)	4736077.02 (centroid)	emitted from open doors

¹ Sound Characteristic:

S steady
 Q quasi-steady impulsive
 I impulsive
 B buzzing
 T tonal
 C cyclic

² Source Location:

O outdoors
 I indoors

³ Noise Control Measures:

S silencer, acoustic louvre, muffler
 A acoustic lining
 B barrier, berm, screen
 I lagging
 E acoustic enclosure
 O other
 U uncontrolled
 AC administrative, control

Table B2 - Noise Source SWL Data

Source ID	Description	1/3 Octave Band Unweighted Sound Power Level (dB)																																			
		6.3	8	10	12.5	16	20	25	31.5	40	50	63	80	100	125	160	200	250	315	400	500	630	800	1K	1.25K	1.6K	2K	2.5K	3.15K	4K	5K	6.3K	8K	10K	12.5K	16K	20K
IB1-S	Main Production Building (Interior Noise Level)	77.5	74.7	72.4	71.6	72.2	70.3	91.4	68.8	66.9	72.4	70.0	74.6	68.6	69.0	69.2	69.4	61.0	60.1	68.7	65.1	62.7	63.4	62.3	60.3	60.8	58.7	58.3	59.8	56.6	54.3	51.7	50.3	48.4	44.7	43.4	40.0
IB2-S	Hydraulic Power Building (Interior Noise Level)	67.5	66.6	67.2	70.3	68.4	69.6	75.2	69.5	74.2	69.1	73.4	89.8	76.0	78.5	85.0	79.8	86.0	84.5	85.4	89.9	83.2	87.1	86.8	88.7	84.9	86.6	85.7	84.1	84.2	80.9	78.4	73.6	70.4	68.6	68.5	65.1
TR1	Pickup Truck and Trailer	55.9	51.7	55.0	58.6	54.4	57.7	57.9	50.2	60.3	58.3	57.0	73.2	58.3	56.2	58.8	56.2	56.1	50.9	54.4	55.6	55.3	58.3	57.8	56.8	57.3	55.8	54.1	53.3	51.2	48.2	46.2	43.8	43.1	42.3	42.0	36.5
IB1-I	Main Production Building (Interior Noise Level)	52.0	55.4	59.1	52.1	51.7	64.8	58.4	62.7	61.1	59.9	57.7	65.3	60.0	60.6	67.5	67.0	69.0	66.0	67.8	69.8	71.3	72.9	74.8	76.1	77.6	77.8	78.5	76.6	76.6	75.4	73.9	71.4	67.7	65.2	62.0	55.9

Table B3 - Duty Cycles					
Time Period	Hour	Duty Cycle			
		IB1-S [%]	IB2-S [%]	TR1 [E/h]	IB1-I [%]
Night	00-01	0%	0%	0	0%
Night	01-02	0%	0%	0	0%
Night	02-03	0%	0%	0	0%
Night	03-04	0%	0%	0	0%
Night	04-05	0%	0%	0	0%
Night	05-06	0%	0%	0	0%
Night	06-07	0%	0%	1	0%
Day	07-08	100%	100%	3	100%
Day	08-09	100%	100%	3	100%
Day	09-10	100%	100%	3	100%
Day	10-11	100%	100%	3	100%
Day	11-12	100%	100%	3	100%
Day	12-13	100%	100%	3	100%
Day	13-14	100%	100%	3	100%
Day	14-15	100%	100%	3	100%
Day	15-16	100%	100%	3	100%
Day	16-17	100%	100%	3	100%
Day	17-18	100%	100%	3	100%
Day	18-19	100%	100%	3	100%
Evening	19-20	0%	0%	0	0%
Evening	20-21	0%	0%	0	0%
Evening	21-22	0%	0%	0	0%
Evening	22-23	0%	0%	0	0%
Night	23-24	0%	0%	0	0%

Table B4 - Point of Reception Summary Table

Source ID	R1A - 1st Floor (POW)				R1A - 2nd Floor (POW)				R1B - 1st Floor (Outdoor)			
	Easting (mE):				Easting (mE): 0.00				Easting (mE):			
	Northing (mN):				Northing (mN): 0.00				Northing (mN):			
	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)
IB1-S	61.7	31.0	0.0	0.0	61.7	33.0	0.0	0.0	46.8	34.2	0.0	0.0
IB2-S	95.4	24.6	0.0	0.0	95.4	25.6	0.0	0.0	75.7	25.9	0.0	0.0
TR1	37.0	15.7	0.0	10.9	37.0	16.1	0.0	11.3	27.0	15.3	0.0	10.5
IB1-I	61.7	38.3	0.0	0.0	61.7	38.7	0.0	0.0	46.8	44.9	0.0	0.0

Notes: Only worst-case impacts from industrial buildings are reported (model sources exist for all sides, roofs, and open doors)

Source ID	R2A - 1st Floor (POW)				R2A - 2nd Floor (POW)				R2B - 1st Floor (Outdoor)			
	Easting (mE):				Easting (mE): 0.00				Easting (mE):			
	Northing (mN):				Northing (mN): 0.00				Northing (mN):			
	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)	Dist. (m)	Daytime (Leq, dBA)	Evening (Leq, dBA)	Nighttime (Leq, dBA)
IB1-S	61.6	32.6	0.0	0.0	61.6	33.3	0.0	0.0	34.6	34.1	0.0	0.0
IB2-S	99.1	29.1	0.0	0.0	99.1	29.1	0.0	0.0	74.3	30.9	0.0	0.0
TR1	71.5	19.8	0.0	15.0	71.5	20.4	0.0	15.6	43.6	21.4	0.0	16.6
IB1-I	61.6	42.1	0.0	0.0	61.6	42.2	0.0	0.0	34.6	44.9	0.0	0.0

Notes: Only worst-case impacts from industrial buildings are reported (model sources exist for all sides, roofs, and open doors)

Table B5 - Raw SPL Data (measured on 23/05/16)

Source ID	Description	Dist. (m)	Q	1/3 Octave Band Unweighted Sound Pressure Level (dB)																																			
				6.3	8	10	12.5	16	20	25	31.5	40	50	63	80	100	125	160	200	250	315	400	500	630	800	1K	1.25K	1.6K	2K	2.5K	3.15K	4K	5K	6.3K	8K	10K	12.5K	16K	20K
IB1-S	Main Production Building (Interior Noise Level)	Opening	N/A	77.5	74.7	72.4	71.6	72.2	70.3	91.4	68.8	66.9	72.4	70.0	74.6	68.6	69.0	69.2	69.4	61.0	60.1	68.7	65.1	62.7	63.4	62.3	60.3	60.8	58.7	58.3	59.8	56.6	54.3	51.7	50.3	48.4	44.7	43.4	40.0
IB2-S	Hydraulic Power Building (Interior Noise Level)	Opening	N/A	67.5	66.6	67.2	70.3	68.4	69.6	75.2	69.5	74.2	69.1	73.4	89.8	76.0	78.5	85.0	79.8	86.0	84.5	85.4	89.9	83.2	87.1	86.8	88.7	84.9	86.6	85.7	84.1	84.2	80.9	78.4	73.6	70.4	68.6	68.5	65.1
TR1	Pickup Truck and Trailer	4.9	2	55.9	51.7	55.0	58.6	54.4	57.7	57.9	50.2	60.3	58.3	57.0	73.2	58.3	56.2	58.8	56.2	56.1	50.9	54.4	55.6	55.3	58.3	57.8	56.8	57.3	55.8	54.1	53.3	51.2	48.2	46.2	43.8	43.1	42.3	42.0	36.5
IB1-I	Main Production Building (Interior Noise Level)	Opening	N/A	52.0	55.4	59.1	52.1	51.7	64.8	58.4	62.7	61.1	59.9	57.7	65.3	60.0	60.6	67.5	67.0	69.0	66.0	67.8	69.8	71.3	72.9	74.8	76.1	77.6	77.8	78.5	76.6	76.6	75.4	73.9	71.4	67.7	65.2	62.0	55.9

Date and Time	Temperature (°C)	Dew Point (°C)	Relative Humidity (%)	Wind Speed (km/h)	Pressure (kPa)
2023-06-16 9:00	18.0	2.2	35	14	98.04
2023-06-16 10:00	20.0	0.1	26	15	97.94
2023-06-16 11:00	21.1	5.3	36	14	97.87
2023-06-16 12:00	20.7	5.0	36	16	97.78



Appendix C

Model Sample Calculations

Table D1 - Model Sample Calculations - R1A (Steady)

Source	Source type	Time slice	Lw dB(A)	S m	Adiv dB	Agr dB	Abar dB	Aatm dB	Amisc dB	ADI dB	dLrefl dB(A)	LS dB(A)	Awind dB	Cmet dB	DO dB	ZR dB	Lr dB(A)	*dLother dB
Hydraulic Power Building-Access Door	Area	Leq, d	97	103.4	-51.3	-1.4	-23	-0.9	0	0	1.1	24.6	0	0	0	24.6	-1	
Hydraulic Power Building-Access Door	Area	Leq, e	97	103.4	-51.3	-1.4	-23	-0.9	0	0	1.1	24.6	0	0	0	24.6	-1024.57	
Hydraulic Power Building-Access Door	Area	Leq, n	97	103.4	-51.3	-1.4	-23	-0.9	0	0	1.1	24.6	0	0	0	24.6	-1025.57	
Hydraulic Power Building-East Wall	Area	Leq, d	59.9	102.4	-51.2	-2.9	-16	-0.1	0	0	0	-7.4	0	0	0	-7.4	-1	
Hydraulic Power Building-East Wall	Area	Leq, e	59.9	102.4	-51.2	-2.9	-16	-0.1	0	0	0	-7.4	0	0	0	-7.4	-992.63	
Hydraulic Power Building-East Wall	Area	Leq, n	59.9	102.4	-51.2	-2.9	-16	-0.1	0	0	0	-7.4	0	0	0	-7.4	-993.63	
Hydraulic Power Building-Man Door	Area	Leq, d	97	100.8	-51.1	-1.6	-22.8	-0.9	0	0	0.7	24.4	0	0	0	24.4	-1	
Hydraulic Power Building-Man Door	Area	Leq, e	97	100.8	-51.1	-1.6	-22.8	-0.9	0	0	0.7	24.4	0	0	0	24.4	-1024.39	
Hydraulic Power Building-Man Door	Area	Leq, n	97	100.8	-51.1	-1.6	-22.8	-0.9	0	0	0.7	24.4	0	0	0	24.4	-1025.39	
Hydraulic Power Building-Man Door	Area	Leq, d	97	102.5	-51.2	-1.5	-22.9	-0.9	0	0	0.1	23.5	0	0	0	23.5	-1	
Hydraulic Power Building-Man Door	Area	Leq, e	97	102.5	-51.2	-1.5	-22.9	-0.9	0	0	0.1	23.5	0	0	0	23.5	-1023.5	
Hydraulic Power Building-Man Door	Area	Leq, n	97	102.5	-51.2	-1.5	-22.9	-0.9	0	0	0.1	23.5	0	0	0	23.5	-1024.5	
Hydraulic Power Building-North Wall	Area	Leq, d	63.1	99.81	-51	-2.9	-15.9	-0.1	0	0	0	-3.7	0	0	0	-3.7	-1	
Hydraulic Power Building-North Wall	Area	Leq, e	63.1	99.81	-51	-2.9	-15.9	-0.1	0	0	0	-3.7	0	0	0	-3.7	-996.26	
Hydraulic Power Building-North Wall	Area	Leq, n	63.1	99.81	-51	-2.9	-15.9	-0.1	0	0	0	-3.7	0	0	0	-3.7	-997.26	
Hydraulic Power Building-North Wall	Area	Leq, d	84.1	101.6	-51.1	-2	-19.6	-0.4	0	0	0.3	11.3	0	0	0	11.3	-1	
Hydraulic Power Building-North Wall	Area	Leq, e	84.1	101.6	-51.1	-2	-19.6	-0.4	0	0	0.3	11.3	0	0	0	11.3	-1011.29	
Hydraulic Power Building-North Wall	Area	Leq, n	84.1	101.6	-51.1	-2	-19.6	-0.4	0	0	0.3	11.3	0	0	0	11.3	-1012.29	
Hydraulic Power Building-South Wall	Area	Leq, d	60.6	103.4	-51.3	-3.1	-15.7	-0.1	0	0	0	-6.5	0	0	0	-6.5	-1	
Hydraulic Power Building-South Wall	Area	Leq, e	60.6	103.4	-51.3	-3.1	-15.7	-0.1	0	0	0	-6.5	0	0	0	-6.5	-993.54	
Hydraulic Power Building-South Wall	Area	Leq, n	60.6	103.4	-51.3	-3.1	-15.7	-0.1	0	0	0	-6.5	0	0	0	-6.5	-994.54	
Hydraulic Power Building-West Wall	Area	Leq, d	59.9	100.7	-51.1	-3	-15.3	-0.1	0	0	0.1	-6.5	0	0	0	-6.5	-1	
Hydraulic Power Building-West Wall	Area	Leq, e	59.9	100.7	-51.1	-3	-15.3	-0.1	0	0	0.1	-6.5	0	0	0	-6.5	-993.53	
Hydraulic Power Building-West Wall	Area	Leq, n	59.9	100.7	-51.1	-3	-15.3	-0.1	0	0	0.1	-6.5	0	0	0	-6.5	-994.53	
Main Production Building (North)-East Wall	Area	Leq, d	77.9	86.28	-49.7	-3.2	-12.6	-0.2	0	0	0	15.1	0	0	0	15.1	-1	
Main Production Building (North)-East Wall	Area	Leq, e	77.9	86.28	-49.7	-3.2	-12.6	-0.2	0	0	0	15.1	0	0	0	15.1	-1015.1	
Main Production Building (North)-East Wall	Area	Leq, n	77.9	86.28	-49.7	-3.2	-12.6	-0.2	0	0	0	15.1	0	0	0	15.1	-1016.1	
Main Production Building (North)-North Overhead Door	Area	Leq, d	78.6	72.39	-48.2	-1.4	-6.7	-0.4	0	0	0	24.8	0	0	0	24.8	-1	
Main Production Building (North)-North Overhead Door	Area	Leq, e	78.6	72.39	-48.2	-1.4	-6.7	-0.4	0	0	0	24.8	0	0	0	24.8	-1024.82	
Main Production Building (North)-North Overhead Door	Area	Leq, n	78.6	72.39	-48.2	-1.4	-6.7	-0.4	0	0	0	24.8	0	0	0	24.8	-1025.82	
Main Production Building (North)-North Roof	Area	Leq, d	82	72.45	-48.2	-2.5	-0.5	-0.4	0	0	0.1	30.5	0	0	0	30.5	-1	
Main Production Building (North)-North Roof	Area	Leq, e	82	72.45	-48.2	-2.5	-0.5	-0.4	0	0	0.1	30.5	0	0	0	30.5	-1030.53	
Main Production Building (North)-North Roof	Area	Leq, n	82	72.45	-48.2	-2.5	-0.5	-0.4	0	0	0.1	30.5	0	0	0	30.5	-1031.53	
Main Production Building (North)-North Wall	Area	Leq, d	78.6	64.94	-47.2	-3	0	-0.4	0	0	0.1	31	0	0	0	31	-1	
Main Production Building (North)-North Wall	Area	Leq, e	78.6	64.94	-47.2	-3	0	-0.4	0	0	0.1	31	0	0	0	31	-1031	
Main Production Building (North)-North Wall	Area	Leq, n	78.6	64.94	-47.2	-3	0	-0.4	0	0	0.1	31	0	0	0	31	-1032	
Main Production Building (North)-South Overhead Door	Area	Leq, d	78.6	82.18	-49.3	-1.5	-7.9	-0.5	0	0	0	22.5	0	0	0	22.5	-1	
Main Production Building (North)-South Overhead Door	Area	Leq, e	78.6	82.18	-49.3	-1.5	-7.9	-0.5	0	0	0	22.5	0	0	0	22.5	-1022.48	
Main Production Building (North)-South Overhead Door	Area	Leq, n	78.6	82.18	-49.3	-1.5	-7.9	-0.5	0	0	0	22.5	0	0	0	22.5	-1023.48	
Main Production Building (North)-South Roof	Area	Leq, d	82	87.74	-49.9	-2.7	-6.7	-0.2	0	0	0.8	23.4	0	0	0	23.4	-1	
Main Production Building (North)-South Roof	Area	Leq, e	82	87.74	-49.9	-2.7	-6.7	-0.2	0	0	0.8	23.4	0	0	0	23.4	-1023.35	
Main Production Building (North)-South Roof	Area	Leq, n	82	87.74	-49.9	-2.7	-6.7	-0.2	0	0	0.8	23.4	0	0	0	23.4	-1024.35	
Main Production Building (North)-South Wall	Area	Leq, d	78.6	95.51	-50.6	-3.6	-19.3	-0.3	0	0	0	7.9	0	0	0	7.9	-1	
Main Production Building (North)-South Wall	Area	Leq, e	78.6	95.51	-50.6	-3.6	-19.3	-0.3	0	0	0	7.9	0	0	0	7.9	-1007.86	
Main Production Building (North)-South Wall	Area	Leq, n	78.6	95.51	-50.6	-3.6	-19.3	-0.3	0	0	0	7.9	0	0	0	7.9	-1008.86	
Main Production Building (North)-West Wall	Area	Leq, d	77.1	75.73	-48.6	-2.9	-5.6	-0.3	0	0	0	22.7	0	0	0	22.7	-1	
Main Production Building (North)-West Wall	Area	Leq, e	77.1	75.73	-48.6	-2.9	-5.6	-0.3	0	0	0	22.7	0	0	0	22.7	-1022.69	
Main Production Building (North)-West Wall	Area	Leq, n	77.1	75.73	-48.6	-2.9	-5.6	-0.3	0	0	0	22.7	0	0	0	22.7	-1023.69	
Main Production Building (South)-Area source 01	Area	Leq, d	78.6	124.9	-52.9	-2.8	-21.7	-0.7	0	0	0.6	4.1	0	0	0	4.1	-1	
Main Production Building (South)-Area source 01	Area	Leq, e	78.6	124.9	-52.9	-2.8	-21.7	-0.7	0	0	0.6	4.1	0	0	0	4.1	-1004.08	
Main Production Building (South)-Area source 01	Area	Leq, n	78.6	124.9	-52.9	-2.8	-21.7	-0.7	0	0	0.6	4.1	0	0	0	4.1	-1005.08	
Main Production Building (South)-East Roof	Area	Leq, d	78.5	108.5	-51.7	-2.8	-7.2	-0.2	0	0	0	16.6	0	0	0	16.6	-1	
Main Production Building (South)-East Roof	Area	Leq, e	78.5	108.5	-51.7	-2.8	-7.2	-0.2	0	0	0	16.6	0	0	0	16.6	-1016.6	
Main Production Building (South)-East Roof	Area	Leq, n	78.5	108.5	-51.7	-2.8	-7.2	-0.2	0	0	0	16.6	0	0	0	16.6	-1017.6	
Main Production Building (South)-East Wall	Area	Leq, d	77.1	108.5	-51.7	-3.6	-18.4	-0.3	0	0	0	6.1	0	0	0	6.1	-1	
Main Production Building (South)-East Wall	Area	Leq, e	77.1	108.5	-51.7	-3.6	-18.4	-0.3	0	0	0	6.1	0	0	0	6.1	-1006.14	
Main Production Building (South)-East Wall	Area	Leq, n	77.1	108.5	-51.7	-3.6	-18.4	-0.3	0	0	0	6.1	0	0	0	6.1	-1007.14	
Main Production Building (South)-North Wall	Area	Leq, d	75.9	93.27	-50.4	-3.2	-9.6	-0.2	0	0	0	15.4	0	0	0	15.4	-1	
Main Production Building (South)-North Wall	Area	Leq, e	75.9	93.27	-50.4	-3.2	-9.6	-0.2	0	0	0	15.4	0	0	0	15.4	-1015.45	
Main Production Building (South)-North Wall	Area	Leq, n	75.9	93.27	-50.4	-3.2	-9.6	-0.2	0	0	0	15.4	0	0	0	15.4	-1016.45	
Main Production Building (South)-South Wall	Area	Leq, d	75.6	125	-52.9	-3.3	-18	-0.3	0	0	0.1	4.2	0	0	0	4.2	-1	
Main Production Building (South)-South Wall	Area	Leq, e	75.6	125	-52.9	-3.3	-18	-0.3	0	0	0.1	4.2	0	0	0	4.2	-1004.2	
Main Production Building (South)-South Wall	Area	Leq, n	75.6	125	-52.9	-3.3	-18	-0.3	0	0	0.1	4.2	0	0	0	4.2	-1005.2	
Main Production Building (South)-West Roof	Area	Leq, d	78.5	108.1	-51.7	-2.8	-4.8	-0.3	0	0	0	19	0	0	0	19	-1	
Main Production Building (South)-West Roof	Area	Leq, e	78.5	108.1	-51.7	-2.8	-4.8	-0.3	0	0	0	19	0	0	0	19	-1019	
Main Production Building (South)-West Roof	Area	Leq, n	78.5	108.1	-51.7	-2.8	-4.8	-0.3	0	0	0	19	0	0	0	19	-1020	
Transport Activities	Line	Leq, d	65.9	125	-52.9	1.3	-2.9	-0.7	0	0	0.2	10.9	0	4.8	0	15.7	3.77	
Transport Activities	Line	Leq, e	65.9	125	-52.9	1.3	-2.9	-0.7	0	0	0.2	10.9	0	4.8	0	15.7	-1010.93	
Transport Activities	Line	Leq, n	65.9	125	-52.9	1.3	-2.9	-0.7	0	0	0.2	10.9	0	4.8	0	15.7	-1011.93	

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-60**

Being a By-law to adopt, confirm and ratify matters dealt with by resolution of the Township of Malahide.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, provides that the powers of every council are to be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of Malahide does not lend itself to the passage of an individual by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Township of Malahide at this meeting be confirmed and adopted by by-law;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on September 7, 2023, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 7th day of September, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 7th day of September, 2023.

Mayor, D. Giguère

Clerk, A. Adams



Report to Council

REPORT NO.: CAO-23-12
DATE: September 7, 2023
ATTACHMENTS: Current Elgin Group Policing Services Agreement
 Draft Agreement Extension
SUBJECT: **ELGIN GROUP POLICING AGREEMENT**

Recommendation:

THAT Report No. CAO-23-12 “Elgin Group Policing Agreement” be received;

AND THAT Council agrees to extend the existing Elgin Group Policing Services Agreement with the Ontario Provincial Police (OPP) for an additional two-year period, ending December 31, 2025

Background:

Six (6) lower-tier municipalities in Elgin County (Bayham, Malahide, Central Elgin, Southwold, Dutton-Dunwich, and West Elgin) partner through Elgin County as the Elgin Group for Police Services purposes. The existing Agreement has been in place since 2015 and was previously extended twice (2021 and 2022) for one-year periods, awaiting the formal date the Community Policing and Safety Act (CPSA) comes into force and effect.

Comments/Analysis:

The terms of the current agreement with OPP have been in place since 2015. The Chief Administrative Officers of each lower-tier municipality in the County have been consulted and support renewing the existing agreement for an additional two (2) years. It is expected that during this term the Community Policing and Safety Act (CPSA) will come into force and replace the existing agreement, until then the Township will need to maintain an agreement for policing services. This is the only option for policing services being considered at this time.

Financial Implications

2024 OPP billing rates will not be available until later this year though increases over the past few years have been minimal. The OPP costs their services using on a four-year rolling average to mitigate potential spikes in billing rates. This predictable billing methodology is beneficial to the Township's budget development processes. Staff are satisfied property owners in Malahide are receiving fair value for the cost of policing services and recommend approval of the contract extension.

Submitted by:

Adam Boylan Interim Chief Administrative Officer

Schedule “A-2”

**BY-LAW’S OF THE MUNICIPAL COUNCIL
Elgin Group**

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

This second AMENDING AGREEMENT is from the 30th day of December, 2022 to the 31st day of December, 2023

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
("Ontario")

-and-

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

("the Elgin Group")

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1st day of January 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this second Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2023, as supported by:
 - Bylaw # 2022-49, dated the 21st day of July, 2022 of the Council of the Municipality of West Elgin (attached as Schedule "A-1").
 - Bylaw # 2022-054, dated the 21st day of July, 2022 of the Council of the Municipality of Bayham (attached as Schedule "A-1").
 - Bylaw # 2022-68, dated the 8th day of August, 2022 of the Council of the Township of Southwold (attached as Schedule "A-1").
 - Bylaw # 2727, dated the 18th day of August, 2022 of the Council of the Municipality of Central Elgin (attached as Schedule "A-1").
 - Bylaw # 2022-62, dated the 10th day August, 2022 of the Council of the Municipality of Dutton Dunwich (attached as Schedule "A-1").
 - Bylaw # 22-52, dated 21st day of August, 2022 of the Council of the Township of Malahide (attached as Schedule "A-1").

NOW THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2015, and shall conclude on the earlier of (i) the 31st day of December, 2023 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2022.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Municipality of West Elgin

Mayor

[Signature]

Chief Administrative Officer

Date signed by Municipality: September 15/22

FOR THE Corporation of
the Municipality of Bayham

Mayor

[Signature]

Chief Administrative Officer

Date signed by Municipality: Oct 19/22

FOR THE Corporation of
the Township of Southwold



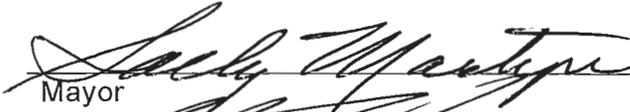
Mayor



Chief Administrative Officer

Date signed by Municipality: October 20, 2022

FOR THE Corporation of
the Municipality of Central Elgin



Mayor



Chief Administrative Officer

Date signed by Municipality: 9/20/22

FOR THE Corporation of
the Municipality of
Dutton/Dunwich



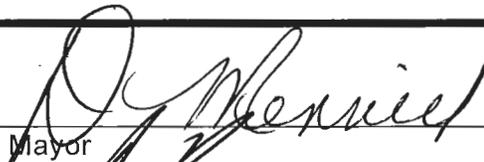
Mayor



Chief Administrative Officer

Date signed by Municipality: Oct 20/22

FOR THE Corporation of
the Township of Malahide



Mayor



Chief Administrative Officer

Date signed by Municipality: Oct 6, 2022

Schedule "A-1"

**BY-LAW'S OF THE MUNICIPAL COUNCIL
Elgin Group**

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE



MUNICIPALITY OF West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law No. 2022-49

A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE AN AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL FOR THE PROVISION OF POLICE SERVICES FOR THE ELGIN GROUP MUNICIPALITIES

Whereas the *Municipal Act, 2001 S.O. c.25*, as amended, authorizes municipalities to enter into agreements; and

Whereas under Section 4(1) of the *Police Services Act, R.S.O. 1990, c.P.15*, municipalities are required to provide adequate and effective police services in accordance with its needs; and

Whereas under Section 10 of the *Police Services Act, R.S.O. 1990, c.P.15*, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police; and

Whereas under Section 29, the Parties may amend the Agreement by written agreement; and

Whereas the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

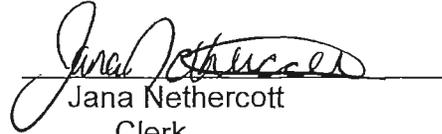
1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Municipality of West Elgin to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.

2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December 2022 and will conclude on the 31st day of December 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

Read a first, second, and third time and finally passed this 21st day of July, 2022.



Duncan McPhail
Mayor



Jana Nethercott
Clerk

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

BY-LAW NO. 2022-054

A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL FOR THE PROVISION OF POLICE SERVICES FOR THE ELGIN GROUP MUNICIPALITIES

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements;

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Durwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF BAYHAM ENACTS AS FOLLOWS:

1. **THAT** the Mayor and Clerk are hereby authorized, on behalf of the Corporation of the Municipality of Bayham to enter into an execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario;
2. **AND THAT** the Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group;

- 3. **AND THAT** the Police Services amending agreement will commence on the 30th day of December, 2022 and will conclude on the 31st day of December 2023;
- 4. **AND THAT** a copy of said amending agreement shall remain attached to and form part of this by-law;
- 5. **AND THAT** this by-law shall come into force and effect upon the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF JULY 2022.


MAYOR


CLERK



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2022-68

Being a By-law to authorize the Mayor and the Clerk to execute an amending agreement with her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of police services for the Elgin Group Municipalities

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows:

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Township of Southwold to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December 2022 and will conclude on the 31st day of December 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 8th DAY OF AUGUST, 2022.



Mayor
Grant Jones



CAO/Clerk
Jeff Carswell

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
BY-LAW NO. 2727

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK
TO EXECUTE AN AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL FOR THE PROVISION OF
POLICE SERVICES FOR THE ELGIN GROUP MUNICIPALITIES

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

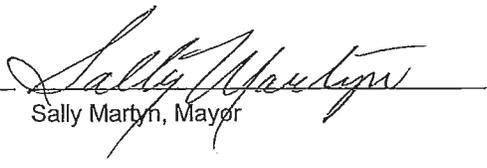
AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Municipality of Central Elgin enacts as follows:

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Municipality of Central Elgin to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December, 2022 and will conclude on the 31st day of December, 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS 18th DAY OF
AUGUST 2022.


Paul Shipway, CAO/Clerk.


Sally Martyn, Mayor



Municipality of
Dutton Dunwich

By-Law No. 2022-62

**A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL FOR THE
PROVISION OF POLICE SERVICES FOR THE ELGIN GROUP MUNICIPALITIES**

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes municipalities to enter into agreements; and

WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15., municipalities are required to provide adequate and effective police services in accordance with its needs; and

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15., the Solicitor General may enter into an agreement with the Council of a municipality or jointly with the Councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police; and

WHEREAS under Section 29, the Parties may amend the Agreement by written agreement; and

WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, The Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, The Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police.

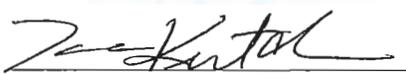
NOW THEREFORE the Municipal Council of the Corporation of the Municipality of Dutton Dunwich enacts as follows:

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Municipality of Dutton Dunwich to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December 2022 and will conclude on the 31st day of December 2023.
4. A copy of said amending agreement shall remain attached and form part of this by-law.
5. This by-law shall come into force and effect upon the final passing thereof.

READ a first and second time this 10th day of August, 2022.

READ a third time and finally passed this 10th day of August, 2022.


Robert (Bob) Purcell, Mayor


Tara Kretschmer, Acting Clerk

By-Law No. 22-52

TOWNSHIP OF MALAHIDE

Being a By-law to authorize the Mayor and Clerk to execute an amending agreement with her Majesty the Queen In Right of Ontario as Represented by the Solicitor General for the provision of Police Services for the Elgin Group Municipalities.

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Township of Malahide enacts as follows:

- 1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Township of Malahide to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December, 2022 and will conclude on the 31st day of December, 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ a FIRST and SECOND time this 21st day of July, 2022.

READ a THIRD time and FINALLY PASSED this 21st day of July, 2022.

[Handwritten signature of D. Mennill]
Mayor, D. Mennill

[Handwritten signature of A. Adams]
Clerk, A. Adams

This Third AMENDING AGREEMENT is from the 1st day of January, 2024 to the 31st day of December, 2025

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL (“Ontario”)

-and-

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

(“the Elgin Group”)

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the “Agreement”) which commenced on the 1st day of January 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this third Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2025, as supported by:
 - Bylaw # **TBD**, dated the ## day of ###, 2023 of the Council of the Municipality of West Elgin (attached as Schedule “A-2”).
 - Bylaw # **TBD**, dated the ## day of ###, 2023 2022 of the Council of the Municipality of Bayham (attached as Schedule “A-2”).
 - Bylaw # **TBD**, dated the ## day of ###, 2023 of the Council of the Township of Southwold (attached as Schedule “A-2”).
 - Bylaw # **TBD**, dated the ## day of ###, 2023 of the Council of the Municipality of Central Elgin (attached as Schedule “A-2”).
 - Bylaw # **TBD**, dated the ## day of ###, 2023 of the Council of the Municipality of Dutton Dunwich (attached as Schedule “A-2”).
 - Bylaw # **TBD**, dated the ## day of ###, 2023 of the Council of the Township of Malahide (attached as Schedule “A-2”).

NOW THEREFORE, the Parties agree as follows:

1. Section 26 of the Agreement shall be replaced with the following:

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2015, and shall conclude on the earlier of (i) the 31st day of December, 2025 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 31st day of December, 2023.

FOR ONTARIO

DO NOT SIGN DRAFT ONLY

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Municipality of West Elgin

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Bayham

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Southwold

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Central Elgin

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of
Dutton/Dunwich

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Malahide

Mayor

DO NOT SIGN DRAFT ONLY

Chief Administrative Officer

Date signed by Municipality: _____

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 23-61**

Being a By-law to amend By-law No. 18-22

**Paul Wagler/
9600 Walker Road**

WHEREAS the Council of The Corporation of the Township of Malahide deems it necessary to pass a By-law to amend By-law No. 18-22, as amended;

AND WHEREAS authority is granted under Section 34 and 36 of the Planning Act, as amended, to pass a By-law;

AND WHEREAS this By-law conforms with the Official Plan of the Township of Malahide, as amended;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Schedule A, Map No. 48 of By-law 18-22, as amended, is hereby further amended by changing the site-specific Farm Industrial “M3-3-H” zone symbol applicable to the lands located in Part of Lot 26(99), Concession 7, N.S.T.R., as shown on the attached map comprising of Map 48, to “M3-3.”
2. **THAT** Section 8.6 of Zoning By-law 12-22, as amended, is hereby further amended by deleting subsection 8.6.3 in its entirety and replacing it with the following:

“8.6.3 a) Defined Area

M3-3 as shown on Schedule “A”, Map No. 48

b) Permitted Uses

existing single unit dwelling

metal roofing and siding fabrication facility meaning a building erected, used, or intended for the creation of metal products and/or structures, by cutting and/or bending of raw or processed materials, and assembling materials processed on-site

c) Maximum Floor Area

metal roofing and siding fabrication facility* **2000 m²*

d) Minimum Number of Parking Spaces

one (1) space per employee

3. **THAT** this By-law shall come into force:

- a) Where no notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the expiration of the prescribed time; or,

- b) Where notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the approval of the Ontario Land Tribunal.

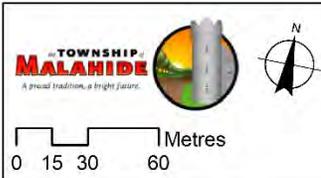
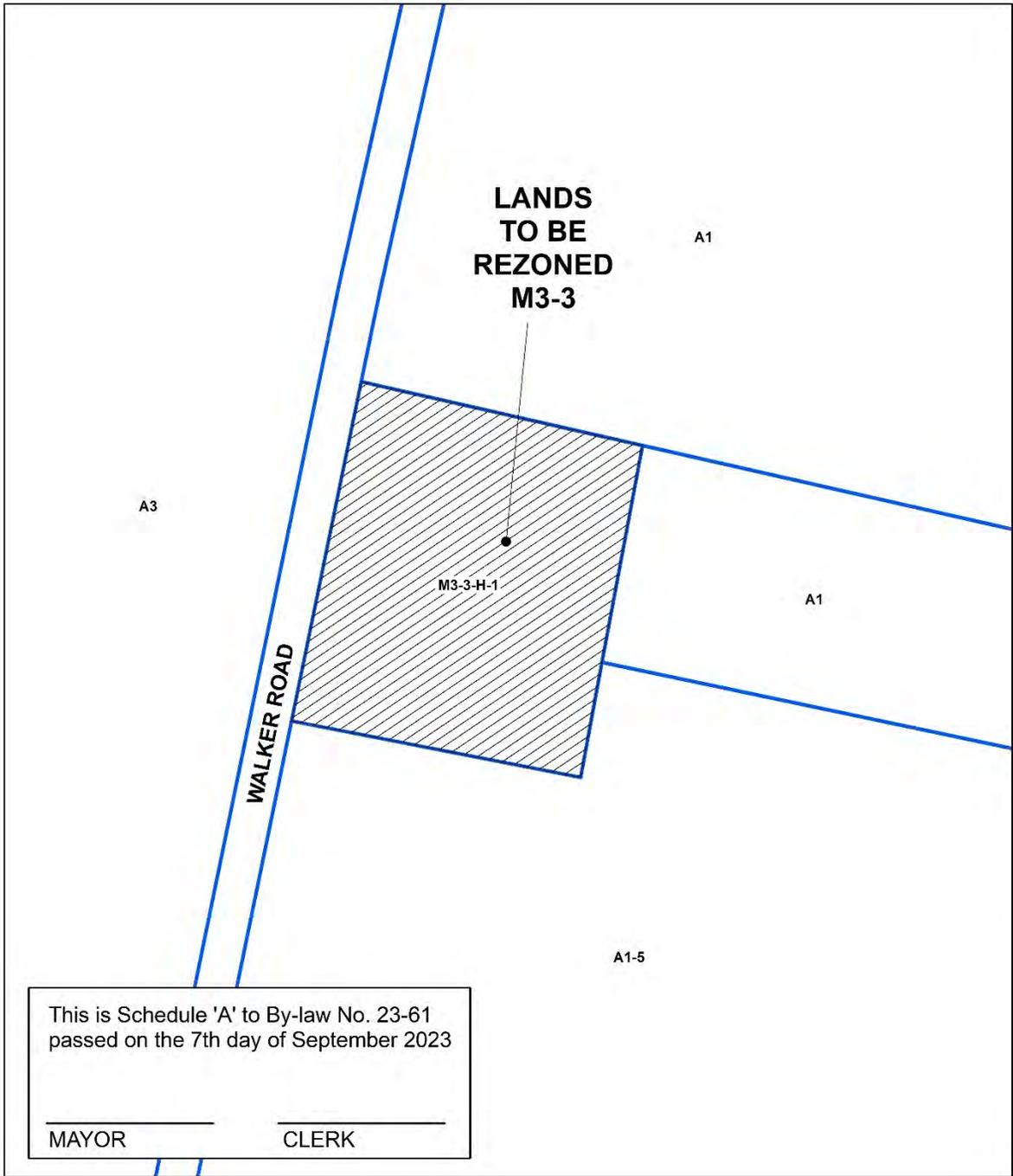
READ a FIRST and SECOND time this 7th day of September, 2023.

READ a THIRD time and **FINALLY PASSED** this 7th day of September, 2023.

Mayor – D. Giguère

Clerk – A. Adams

SCHEDULE A



Township of Malahide
Comprehensive Zoning By-law No.18-22

SCHEDULE 'A'
Map 48

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-62**

Being a By-law to appoint a Chief Building Official and a Building Inspector/Deputy Chief Building Official, and Building Inspector(s) under the Building Code Act for the Township of Malahide

WHEREAS Sections 3(1) and 3(2) of the *Building Code Act, S.O. 1992, c. 23*, as amended, authorizes the Council of a local municipality to appoint a Chief Building Official and Building Inspectors;

AND WHEREAS Section 227(c) of the Municipal Act, 2001, c. 25, as amended, stipulates that it is the role of the officers and employees of a municipality to carry out duties assigned by the municipality;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to update and consolidate its By-laws to appoint a Chief Building Official, appoint a Building Inspector/Deputy Chief Building Official, and Building Inspectors to act with the full authority and power of the Chief Building Official for all purposes of the Building Code Act and to assist the appointed Chief Building Official;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT Scott Sutherland be and he is hereby appointed Chief Building Official for The Corporation of the Township of Malahide.
2. THAT the said Chief Building Official shall carry out the duties imposed upon him pursuant to the Building Code Act, and shall submit such reports and carry out such other duties as may be required of him by the Council from time to time.
3. THAT Shane Hughes be and he is hereby appointed Building Inspector/Deputy Chief Building Official for The Corporation of the Township of Malahide.
4. THAT the said Building Inspector/Deputy Chief Building Official shall have the full authority and power of the Chief Building Official for all purposes of the Building Code Act and shall carry out the duties imposed upon him pursuant to the Act, and shall submit such reports and carry out such other duties as may be required of him by the Council and the Chief Building Official from time to time.
5. THAT pursuant to the Building Code Act, Gerald Moore, Barbara Mocny, Devon Staley, Grant Schwartzentruber, and Andy Lamer of RSM Building Consultants, are hereby appointed as Building Official(s) under the Building Code Act for the

Corporation of the Township of Malahide for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act.

5. THAT any other by-laws or provisions in other by-laws found to be inconsistent with this By-law are hereby deemed to be repealed.

READ a **FIRST** and **SECOND** time this 7th day of September, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 7th day of September, 2023.

Mayor, D. Giguère

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**By-Law No. 23-63****A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK
TO EXECUTE AN AMENDING AGREEMENT WITH HIS MAJESTY THE KING
IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
FOR THE PROVISION OF POLICE SERVICES FOR THE
ELGIN GROUP MUNICIPALITIES**

WHEREAS the Municipal Act, 2001 S.O, c.25, as amended, authorizes municipalities to enter into agreements;

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Township of Malahide to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services agreement will be extended to conclude on the 31st day of December, 2025.

4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME this 7th day of September, 2023.

READ A THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF September, 2023.

Mayor, D. Giguère

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-60**

Being a By-law to adopt, confirm and ratify matters dealt with by resolution of the Township of Malahide.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, provides that the powers of every council are to be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of Malahide does not lend itself to the passage of an individual by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Township of Malahide at this meeting be confirmed and adopted by by-law;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on September 7, 2023, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 7th day of September, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 7th day of September, 2023.

Mayor, D. Giguère

Clerk, A. Adams