



**The Corporation of the Township of Malahide
REGULAR COUNCIL MEETING AGENDA
May 16, 2024 – 5:00 p.m.**

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

- (A) Call Meeting to Order
- ***There will be no live Streaming for this Regular Meeting of Council**
- (B) Disclosure of Pecuniary Interest
- (C) Closed **RES 1-2**

-Training and education for the purpose of educating or training of its members-
Strategic Vision Workshop (Section 239(3.1)).
- (D) **Regular portion of meeting begins at 7:30p.m.**
- (D) Approval of Previous Minutes **RES 3**
- (E) Presentations/Delegations/Petitions
- Public Hearing - Minor Variance Application – Owner Johan Friesen & Dave Remple (Agent: Travis Leschied c/o Balan Engineering Corp.) relating to property located at Part of Lot 79, South of Talbot Road East (48291 Talbot Line) **RES 4-5**
 - Public Hearing - Minor Variance Application – Owner Cornelius Vanderelst, Catherine Vanerelst, and Brenda Vanderelst (Agent: Lloyd Vermeer c/o VS Design Studio) relating to property at Lot 40, Plan 226 (3225 Imperial Road **RES 6-7**
 - Public Meeting – Zoning By-law Amendment - Application of the Ben & Bonnie Anckaert (Agent: Civic Planning Solutions c/o David Roe) relating to property located at Part of Lot 26, Concession 8 (11088 Walker Road) **RES 8-10**
 - Public Meeting – Official Plan Amendment Application & Zoning By-law Amendment Application –1975455 Ontario Ltd (Agent: Esher Planning Inc) relating to property Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951 (52870 John Wise Line and 7900 Carter Road) **RES 11-13**
- (F) Reports of Departments
- (i) Director of Fire & Emergency Services

- (ii) Director of Public Works
 - Tender Results – 2024 Microsurfacing & Surface Treatment **RES 14**
- (iii) Director of Corporate Services/Treasurer
- (iv) Building/Planning/By-law
 - Applications for Consent to Sever No. E13-23 & E18-23 of John & David Loewen (Authorized Agent: David Roe) **RES 15**
 - Property Standards & Lot Maintenance By-laws **RES 16**
- (v) Clerk
- (vi) CAO
- (G) Reports of Committees/Outside Boards **RES 17**
 - Long Point Conservation Authority Minutes – April 3, 2024
 - Long Point Region Source Protection Authority Minutes – April 5, 2023
 - Catfish Creek Conservation Authority Minutes – April 11, 2024
 - Catfish Creek Conservation Authority – 2023 Financial Statements
- (H) Correspondence **RES 18**
 1. Association of Municipalities of Ontario - WatchFile – May 2, 2024, and May 9, 2024
 2. Elgin County Council Highlights – April 30, 2024
 3. Ministry of Municipal Affairs & Housing - Affordable Housing Bulletin
- (I) Other Business
 - Council Chamber Layout – Verbal Update
- (J) By-laws **RES 19**
 - By-law-24-28 – Port Bruce Provincial Park Agreement
 - By-law-24-21– 1975455 Ontario Ltd.(Antonissen) Official Plan Amendment
 - By-law-24-23 – Anckaert Rezoning
- (K) Closed **RES 20-21**
 - A proposed or pending acquisition or disposition of land by the municipality or local board – unopened road allowance (Section 239 (2)(c)).
- (L) Confirmatory By-law **RES 22**
- (M) Adjournment **RES 23**

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 Council move into Closed Session at _____ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:
 - Training and education for the purpose of educating or training of its members (section 239(3.1)) – Strategic Vision Workshop.
2. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
3. THAT the minutes of the regular council meeting of Council held on May 2, 2024 be adopted as printed and circulated.
4. THAT the Committee of Adjustment for the Township of Malahide be called to order at _____ p.m. and that Mayor Dominique Giguère be appointed Chairperson for the “Committee of Adjustment”.
5. THAT Report No. DS-24-22 entitled “Minor Variance Application of Johan Friesen and Dave Remple (Authorized Agent: Travis Leschied c/o Balan Engineering Corp.) relating to the property located at Part of Lot 79, South of Talbot Road East, Township of Malahide (48291 Talbot Line) (550 Talbot Street West)” be received;
AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No D13-MV-04-24 to facilitate the development of a restaurant use;
AND THAT the approval shall be subject to the following condition(s):
 - 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
 - 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.
6. THAT Report No. DS-24-26 entitled “Minor Variance Application of Cornelius, Catherine and Brenda Vanderelst (Authorized Agent: Lloyd Vermeer c/o VS Design Studio) relating to the property located at Lot 40, Plan 226, Township of Malahide (3225 Imperial Road)” be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-04-23 to permit the reconstruction of an existing dwelling on an existing undersized lot;

AND THAT the approval shall be subject to the following condition(s):

- 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.
- 3) That a lot grading and drainage plan be provided to the satisfaction of the Chief Building Official and Director of Public Works.

7. THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at ____p.m.
8. THAT the Public Meeting relating to the Zoning By-Law Amendment Application of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide, known municipally as 11088 Walker Road be called to order at ____p.m.
9. THAT the Public Meeting relating to the Zoning By-Law Amendment Application of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide, known municipally as 11088 Walker Road be adjourned at ____p.m.
10. THAT Report No. DS-24-23 entitled "Zoning By-Law Amendment Application of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide (11088 Walker Road)" be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z06-24 of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide (11088 Walker Road)" BE APPROVED for the reasons set out in this Report.

11. THAT the Public Meeting relating to Official Plan and Zoning By-Law Amendment Applications Of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide, known municipally as 52870 John Wise Line and 7900 Carter Road be called to order at ____p.m.
12. THAT the Public Meeting relating to Official Plan and Zoning By-Law Amendment Applications Of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide, known municipally as 52870 John Wise Line and 7900 Carter Road be adjourned at ____p.m.
13. THAT Report No. DS-24-23 entitled "Official Plan and Zoning By-Law Amendment Applications Of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to

the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road)” be received;

AND THAT Official Plan Amendment Applications No. D09-OPA01-24 of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road) BE ADOPTED for the reasons set out in this Report.

AND THAT Official Plan Amendment Applications No. D09-OPA01-24 be forwarded to the County of Elgin for approval;

AND THAT Zoning By-law Amendment Applications No. D14-Z04-24 of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road) BE APPROVED for the reasons set out in this Report;

AND THAT the final passing of the By-law be deferred until the Official Plan Amendment is approved by the County of Elgin.

14. THAT Report No. PW-24-19 entitled “Tender Results – 2024 Microsurfacing & Surface Treatment” be received;

AND THAT the 2024 Microsurfacing & Surface Treatment contract be awarded to Duncor Enterprises Inc.;

AND THAT the Mayor and Clerk be authorized to enter into agreement with Duncor Enterprises Inc. of Barrie, Ontario for the purpose of completing the 2024 Microsurfacing & Surface Treatment Program.

15. THAT Report No. DS-24-25 entitled “Applications for Consent to Sever No. E13-23 & E18-23 of John & David Loewen (Authorized Agent: David Roe) relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road (“NTR”), and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) (51432 Woolleyville Line)” be received;

AND THAT the Applications for Consent to Sever of John & David Loewen (Authorized Agent: David Roe) relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road (“NTR”), and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) (51432 Woolleyville Line) be supported for the reasons set out in this Report.

AND THAT this report and the recommended conditions be forwarded to the Land Division Committee for its review and consideration.

16. THAT Report No. BL-24-24 entitled “Property Standards & Lot Maintenance By-laws” be received;

AND THAT Staff be directed to take the necessary steps to formulate a Property Standards

Appeal Committee in the Township of Malahide.

17. THAT the following Reports of Committees/Outside Boards be noted and filed:

- Long Point Conservation Authority Minutes – April 3, 2024
- Long Point Region Source Protection Authority Minutes– April 5, 2023
- Catfish Creek Conservation Authority Minutes – April 11, 2024
- Catfish Creek Conservation Authority – 2023 Financial Statements

18. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - WatchFile – May 2, 2024, and May 9, 2024
2. Elgin County Council Highlights – April 30, 2024
3. Ministry of Municipal Affairs & Housing - Affordable Housing Bulletin

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

- By-law-24-28 – Port Bruce Provincial Park Agreement
- By-law-24-21– 1975455 Ontario Ltd.(Antonissen) Official Plan Amendment
- By-law-24-23 – Anckaert Rezoning

20. 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:

- A proposed or pending acquisition or disposition of land by the municipality or local board – unopened road allowance (Section 239 (2)(c)).

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

22. THAT By-law No.24-26, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

23. THAT the Council adjourn its meeting at _____ p.m. to meet again on June 6, 2024, at 7:30 p.m.

The Corporation of the Township of Malahide
May 2, 2024 – 7:30p.m.
Virtual Meeting – <https://youtu.be/4YN7b0tBSWo>

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: Chief Administrative Officer N. Dias, Clerk A. Adams, Director of Corporate Services A. Boylan, Director of Public Works J. Godby, and CRED Manager S. Tripp.

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:

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda item E– Reports of Departments, Request for Minor Improvement – Hewer Drain, and Closed Session Item – Tate Drain. The nature of the conflict being that a Partner at Spriet Associates is an immediate relative of his.

Councillor Glinski disclosed a pecuniary interest with respect to Council Closed Item – Tate Drain. The nature of the conflict being that he is the owner of land affected by one of listed drains.

MINUTES:

No. 24-153

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT the minutes of the regular meeting of Council held on April 18, 2024, be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Zoning By-law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8-51829 Yorke Line

No. 24-154**Moved By: Scott Lewis****Seconded By: John H. Wilson**

THAT the Public Meeting relating to the Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line) be called to order at 7:31p.m.

Carried

Mayor Giguère advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property.

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on April 10th and April 17th. In addition, affected property owners within 120 meters were sent a notice by mail at minimum 20 days prior to this meeting.

Mayor Giguère requested that Eric Steele of Monteith Brown provide an overview of the application.

Mayor Giguère asked if anyone in attendance had any questions and they did not.

Mayor Giguère asked if any Council Members wished to make any comments and they did not.

No. 24-155**Moved By: Sarah Leitch****Seconded By: John H. Wilson**

THAT the Public Meeting relating to the Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line) be adjourned to order at 7:35p.m.

Carried**No. 24-156****Moved By: Chester Glinski****Seconded By: Rick Cerna**

THAT Report No. DS-24-17 entitled “Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line)” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z05-24 of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line), BE APPROVED for the reasons set out in this Report.

Carried

REPORTS OF DEPARTMENTS:

Director of Public Works

- Port Bruce Provincial Park Maintenance Agreement 2024

No. 24-157

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT Report No. PW-24-18 entitled “Port Bruce Provincial Park Maintenance Agreement 2024” be received.

Carried

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda item E– Reports of Departments, Request for Minor Improvement – Hewer Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

- Request for Minor Improvement – Hewer Drain

No. 24-158

Moved By: Sarah Leitch

Seconded By: Rick Cerna

THAT Report No. PW- 24-17 entitled “Request for Minor Improvement – Hewer Drain” be received;

AND THAT George Veryken, P. Eng., of Spriet Associates, be appointed to prepare an Engineer’s Report for the Hewer Drain, pursuant to Section 78 of the Drainage Act R.S.O. 1990.

Carried

Deputy Mayor Widner returned to his seat at the Council table.

Director of Corporate Services/Treasurer

- 2024 Tax Rates

No. 24-159

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Report No. FIN-24-16 entitled “2024 Tax Rates” be received for information.

Carried

Building/Planning/By-law

- Cutting Red Tape to Build More Homes Act & Provincial Policy Statement 2024 – Policy Change Summary

No. 24-160

Moved By: Scott Lewis

Seconded By: Mark Widner

THAT Report No. DS-24-19 entitled “Bill 185 - Cutting Red Tape to Build More Homes Act & Provincial Policy Statement 2024 – Policy Change Summary” be received;

AND THAT the Township provide comments to the Ministry of Municipal Affairs regarding proposed changes under Bill 185 and the Provincial Policy Statement 2024.

Carried

- Planning and Regulatory Approvals for Wind Turbine Operations

No. 24-161

Moved By: John H. Wilson

Seconded By: Scott Lewis

THAT Report No. DS-24-21 entitled “Planning and Regulatory Approvals for Wind Turbine Operations” be received.

Carried

- Guenther Homes Tax Increment Equivalent Grant (TIEG) Report

No. 24-162

Moved By: Scott Lewis

Seconded By: Sarah Leitch

THAT Report No. DS-24-20 entitled “Guenther Homes Tax Increment Equivalent Grant (TIEG) Report” be received;

AND THAT Malahide Council approves the Tax Increment Equivalent Grant for Peter Letkeman Guenther.

Carried

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 24-163

Moved By: Chester Glinski

Seconded By: Rick Cerna

THAT the following Reports of Committees/Outside Boards be noted and filed:

- **Port Burwell Area Secondary Water Supply System – Draft Minutes of April 24, 2024**
- **Kettle Creek Conservation Authority Minutes – March 27, 2024**

Carried

CORRESPONDENCE:

No. 24-164

Moved By: Scott Lewis

Seconded By: Sarah Leitch

THAT item 5 be supported, that staff provide a follow-up report regarding item #6 and the remaining items be noted and filed:

1. **Association of Municipalities of Ontario - WatchFile - April 18, 2024, and April 25, 2024**
2. **East Elgin Community Complex – Canada Day Event Sponsorship Package**
3. **YWCA - Aquatics Program for Township of Malahide**
4. **Elgin Children’s Foundation – Proclamation of June 8th, 2024 as LemonAID Day**
5. **Harrietsville Women’s Institute – School Bus Safety “Stop-arm Cameras”**
6. **Petition - Forbid Fishing & Boating at Dixie Estate Park Pond**

7. **Western Ontario Warden's Caucus – Support for Small Business Enterprise Centre Funding**
8. **Municipality of St. Charles – Household Food Insecurity**
9. **Township of Clearview Endorsement of Bill C-63 in the House of Commons**
10. **St. Catharines - Provincial Regulations Needed to Restrict Keeping of Non-native ("exotic") Wild Animals**
11. **Town of Plympton-Wyoming – Energy Transition**
12. **Municipal Property Assessment Corporation (MPAC) – 2023 Financial Statements**

Carried

OTHER BUSINESS:

BY-LAWS:

No. 24-165

Moved By: Scott Lewis

Seconded By: John H. Wilson

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

- **By-law-24-19 – 2024 Tax Rates By-law**
- **By-law-24-18 – Estate of Howard Row Rezoning**

Carried

CLOSED:

No. 24-166

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Council move into Closed Session at 8:36 p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- **Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board – Tate Drain (Section 239(2)(e))**

- **Personal matters about an identifiable individual, including municipal or local board employees relating to the Development Services Department (Section 239 (2)(b)).**

Carried

No. 24-167

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT Council move out of Closed Session and reconvene at 9:29p.m. in order to continue with its deliberations.

Carried

No. 24-168

Moved By: Mark Widner

Seconded By: Rick Cerna

THAT Staff were given direction by Council on the following items that were discussed in the Closed Session:

- **Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board – Tate Drain (Section 239(2)(e))**
- **Personal matters about an identifiable individual, including municipal or local board employees relating to the Development Services Department (Section 239 (2)(b)).**

Carried

CONFIRMATORY:

No. 24-169

Moved By: Scott Lewis

Seconded By: Sarah Leitch

THAT By-law No.24-20, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 24-170

Moved By: Mark Widner

Seconded By: Rick Cerna

THAT Council adjourn its meeting 9:31p.m to meet again on May 16, 2024, at 7:30p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



REPORT NO. DS-24-22

TO: Committee of Adjustment

DEPARTMENT: Development Services

MEETING DATE: May 16, 2024

SUBJECT: Minor Variance Application of Johan Friesen & Dave Remple (Authorized Agent: Travis Leschied c/o Balan Engineering Corp.) relating to the property located at Part of Lot 79, South of Talbot Road East, Township of Malahide (48291 Talbot Line) (550 Talbot Street West)

RECOMMENDATION:

THAT Report No. DS-24-22 entitled “Minor Variance Application of Johan Friesen and Dave Remple (Authorized Agent: Travis Leschied c/o Balan Engineering Corp.) relating to the property located at Part of Lot 79, South of Talbot Road East, Township of Malahide (48291 Talbot Line) (550 Talbot Street West)” be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No D13-MV-04-24 to facilitate the development of a restaurant use;

AND THAT the approval shall be subject to the following condition(s):

- 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.

PURPOSE & BACKGROUND:

A Minor Variance Application (“the application”) has been submitted on behalf of the owner to facilitate the development of a restaurant use on the subject lands. The application seeks to permit a reduced interior side yard setback for the restaurant use, whereas the Zoning By-law requires a minimum interior side yard of 5 metres.

The subject Application relates to the property located at MALAHIDE CON STR PT LOT 79; RP 11R9215 PARTS 1 TO 3 and known municipally as 48291 Talbot Line.

Notice of Public Hearing was given in accordance with Planning Act regulations. Any comments received in response to the Notice of Public Hearing will be reported on at the May 16, 2024, hearing.

Township Planning Staff have reviewed and considered the merits of the Application against applicable Official Plan policies, the Township's adopted Zoning By-law, and all (if any) of the correspondence received as of the date of writing and recommends that the Committee of Adjustment approve Minor Variance Application No. D13-MV-04-24.

COMMENTS & ANALYSIS:

The subject property is approximately 0.71 hectares (1.76 acres) in size with approximately 70 metres of frontage along Talbot Line. The subject lands contain an existing motor vehicle repair shop. The property is bound by residential lands to the east and west; agricultural use to the south; and Talbot Line, a provincial highway, to the north.

Based on information provided with the application, the applicant is proposing to seek relief from the zoning by-law for a side yard setback to a restaurant building that has already been constructed from renovated shipping containers. In cases where an owner is seeking relief from a requirement of the Zoning By-law after the fact, staff review the application as if construction had not taken place. The proposed variance will only apply to the restaurant as currently built and will not cover any future buildings or extensions of the existing built form.

County of Elgin Official Plan

The subject lands are designated 'Agricultural Area' on Schedule 'A' – Land Use Plan. Schedule 'B' – Transportation designates Talbot line as a "Provincial Highway" and "Tourism Corridor". The County Official Plan recognizes that certain lands outside settlement areas have been designated for non-agricultural development by the lower tier Official Plans (Section C2.2).

It is noted that, while the lands are shown as "Agriculture", the County Official Plan mapping is representative of the boundaries as delineated in local Official Plans and as a result the local Official Plans should be consulted for accurate settlement boundaries. The subject lands are designated as "Suburban Area" within the Township's Official Plan. The County Official Plan does not speak specifically to second residential units but does encourage promoting efficient use of land and housing types; directs that the scale and location of new development is appropriate; and that development is compatible with surrounding land uses (Section B2.6, C1.1.1).

Malahide Official Plan

The subject lands are designated 'Suburban Area' on Schedule 'A' – Land Use Plan. Intensification is permitted in Suburban Areas where there is existing commercial

development in accordance with the Provincial Policy Statement which encourages efficient, cost-effective development and land use patterns” (Section 4.2.1.2).

Vehicular access to public roads and highways shall be in accordance with the applicable approval authority (s. 4.2.1.5). The proposed development is located within the Ministry of Transportation’s Permit Control Area and would be required to meet any or all requirements of the MTO’s permit approval process.

Malahide Zoning By-law No. 18-22

The subject lands are zoned “Rural Commercial (RC)” zone on Key Map G4 of the Township of Malahide Zoning By-law No. 18-22. Motor vehicle repair garages and restaurants are both permitted uses in the RC zone. Table 1 outlines the applicable provisions for properties in the RC zone.

Table 1 – Zoning Compliance Table

Provision – RC Zone	Required	Proposed
Permitted Uses	Restaurant motor vehicle repair garage	Restaurant motor vehicle repair garage
Min. Lot Area	4000 m ²	7100 m ²
Min. Lot Frontage	40 m ²	70 m
Min. Front Yard	10 m	23 m
Min Side Yard	5 m	2.7 m*
Min. Rear Yard	7.5 m	Greater than 50 m
Max. Lot Coverage	40%	Less than 40%
Max. Height	12 m	One storey

* Notes variance required from Zoning By-law.

When reviewing an application for a minor variance, Section 45(1) of the Planning Act, R.S.O., 1990 requires that the Committee of Adjustment apply four specific tests. These tests, along with the Planner’s comments concerning same as they relate to the requested variance, are as follows:

1. The variance maintains the general intent and purpose of the Official Plan.

The proposed restaurant is a permitted use under the County and Malahide Official Plans. Generally, the policies of the Official Plan seek to guide orderly and logical growth and development and are not specific so as to address details such as interior side yard setbacks. The minor variance maintains the general intent and purpose of the Official Plans.

2. The requested variance maintains the general intent and purpose of the By-law.

The purpose of a minimum side yard width is to provide adequate space between buildings and lot lines, provide sufficient access to the rear yard, and ensure a consistent built form in the area. Sufficient access would still be provided. While the proposed side yard width is under the minimum prescribed, there is still access to the rear yard at different points on the property. As you travel from the rural area of Malahide to the urban centre of Aylmer, the built form gets more compact, with smaller side yard setbacks. The proposed setback of 2.7m fits within the transition from rural Malahide to urban Aylmer. The minor variance maintains the general intent and purpose of the Zoning By-law.

3. The application is "minor" in nature.

Whether a variance is considered minor is evaluated upon the impact of the proposed variance. The variance seeks to reduce the interior side yard to the adjacent property to the west, which is zoned "General Agriculture (A1)" and contains an existing residential use. The proposed setback of 2.7 metres would continue to provide separation between the proposed building and the adjacent property line and is also screened by a vegetation buffer from the dwelling on the adjacent residential property. The variance is minor in nature.

4. The proposed development is desirable for the appropriate development or use of the subject property.

The proposed location of the restaurant would provide for the efficient use of land for the two commercial uses that would be operating on the subject lands. The proposed setback would provide adequate separation between the structure and lot lines and is not anticipated to impact adjacent properties from continuing to be used for permitted uses. The application is desirable for the appropriate development and use of the subject property.

Typical conditions are recommended (building permit(s) issued within two years and in accordance with the drawings provided with the minor variance application).

It is noted that the proposed development is subject to Site Plan Control under the Township's Site Plan Control By-law No. 22-30.

FINANCIAL IMPLICATIONS:

The full cost of the minor variance process is at the expense of the Applicant and has no implications to the Township's Operating Budget.

LINK TO STRATEGIC & OPERATIONAL PLANS:

Priorities:	Unlock Responsible Growth
Tangible Results:	Policy Driven Decision Making

CONSULTATION:

Notice of Public Meeting was given in accordance with Planning Act regulations. As of the date of writing this report, the following comments have been received:

- Comments have been received from the adjacent landowner to the west identifying that they have no concerns with the proposed reduced side yard of 2.7 metres.
- The Catfish Creek Conservation Authority (CCCA) (letter dated May 2, 2024) has no objections to the application.

ATTACHMENTS:

1. Report Photo;
2. Application Sketch; and
3. Comments Received to Date (if any)

Prepared by: E. Steele, MBPC, Consulting Planner for the Township

Reviewed by: J. McGuffin, MBPC, VP & Principal Planner

Approved by: N. Dias, Chief Administrative Officer

APPLICATION FOR A MINOR VARIANCE

20

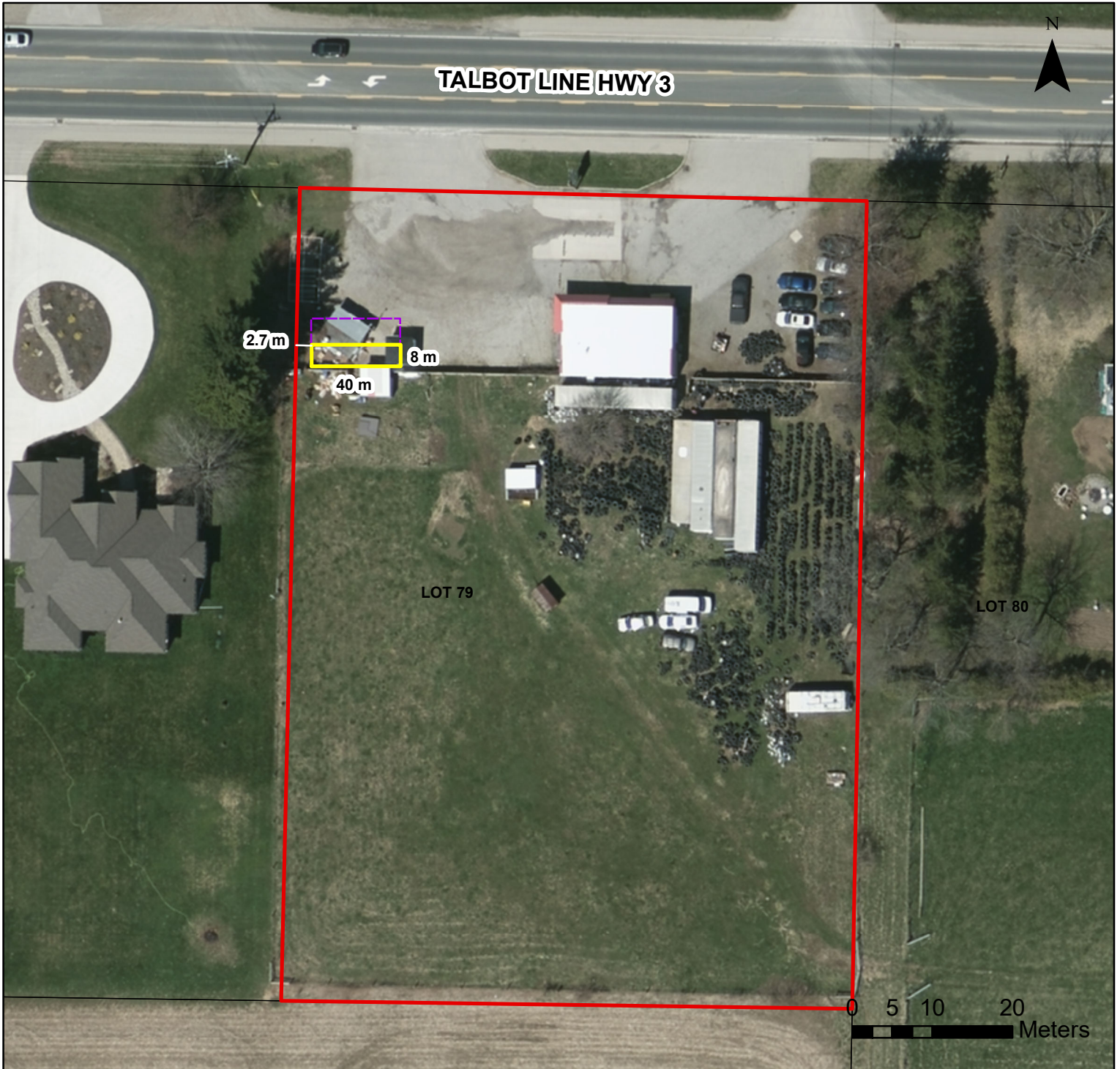
**Township
of Malahide
Figure 1**



Owner: Johan Friesen & Dave Remple

Authorized Agent Travis Leschied c/o Balan Engineering Corp.

Part of Lot 79, South of Talbot Road East, Township of Malahide
48291 Talbot Line (550 Talbot Street West)



OFFICIAL PLAN DESIGNATION
Suburban Area

ZONING
Rural Commercial (RC)

 Subject Lands

 Shipping Container

 Patio

Christine Strupat

From: anita.wieler@cqmfg.com
Sent: April 17, 2024 10:21 AM
To: Christine Strupat
Cc: juanfriesen@gmail.com; 'Jake Wieler'
Subject: GTW

Jake & Anita Wieler
560 Talbot St West (48271 Talbot Line)
Aylmer, ON N5H 2T8

April 17, 2024

To Whom It Concerns,

This email is to confirm that we have been made aware that Greta's Taco Wagon is sitting too close to our property line (address listed above). We are okay with it staying at its current location, as is, and do not need to have it relocated.

We do, however, not agree to further expansion/changes that could further infringe upon the property lines.

Should you have any further concerns or questions, please contact Jake or myself via email or call Jake directly at 519-550-0325.

Best Regards,
Jake & Anita Wieler

Christine Strupat

From: Gerrit Kremers <planning@catfishcreek.ca>
Sent: May 2, 2024 9:15 AM
To: Christine Strupat
Subject: RE: Notice of Public Hearing: D13-MV-4-24 - 48291 Talbot Line

Good Morning,

CCCA has no comments or concerns with the above noted application.

Thank You,



Gerrit Kremers
Resource Planning Coordinator
planning@catfishcreek.ca
519-773-9037 ext. 18
Catfish Creek Conservation Authority
8079 Springwater Rd.
Aylmer, ON N5H 2R4

From: Christine Strupat <CStrupat@malahide.ca>
Sent: May-01-24 1:50 PM
To: 'travisl@balanengineering.com' <travisl@balanengineering.com>; 'Johan Friesen' <juanfriesen@gmail.com>
Cc: Eric Steele <esteele@mbpc.ca>
Subject: Notice of Public Hearing: D13-MV-4-24 - 48291 Talbot Line

Good afternoon,

Please see the attached Notice of Public Hearing for D13-MV-4-24 - 48291 Talbot Line.

Please contact me with any questions,

Christine Strupat, HBA, CPT
Development Services Technician/Assistant Planner
Office: 519.773.5344 x239
Fax: 519.773.5334

Township of Malahide
87 John Street South
Aylmer, ON
N5H 2C3





REPORT NO. DS-24-26

TO: Committee of Adjustment

DEPARTMENT: Development Services

MEETING DATE: May 16, 2024

SUBJECT: Minor Variance Application of Cornelius, Catherine, and Brenda Vanderelst (Authorized Agent: Lloyd Vermeer c/o VS Design Studio) relating to the property located at Lot 40, Plan 226, Township of Malahide (3225 Imperial Road)

RECOMMENDATION:

THAT Report No. DS-24-26 entitled “Minor Variance Application of Cornelius, Catherine and Brenda Vanderelst (Authorized Agent: Lloyd Vermeer c/o VS Design Studio) relating to the property located at Lot 40, Plan 226, Township of Malahide (3225 Imperial Road)” be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-04-23 to permit the reconstruction of an existing dwelling on an existing undersized lot;

AND THAT the approval shall be subject to the following condition(s):

- 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.
- 3) That a lot grading and drainage plan be provided to the satisfaction of the Chief Building Official and Director of Public Works.

PURPOSE & BACKGROUND:

The minor variance application (“the application”) has been submitted on behalf of the owners to facilitate the reconstruction of an existing dwelling on an existing undersized lot in the Village of Port Bruce. The application would permit:

- a front yard depth of 0.3 metres for an uncovered deck, whereas the By-law requires a minimum front yard depth of 6 metres.
- a front yard depth of 1.5 metres for a dwelling, whereas the By-law requires a minimum front yard depth of 6 metres.

- an interior side yard width of 1.2 metres, whereas the By-law requires a minimum interior side yard width of 2 metres.
- a rear yard depth of 5.2 metres, whereas the By-law requires a minimum interior side yard width of 7.5 metres.
- a maximum lot coverage of 44%, whereas the By-law permits a maximum lot coverage of 30%.

The subject Application relates to the property located Lot 40, Plan 226, Township of Malahide, and known municipally as 3225 Imperial Road.

Notice of Public Hearing was given in accordance with Planning Act regulations. Any comments received in response to the Notice of Public Hearing will be reported on at the May 16, 2024, hearing.

Township Planning Staff have reviewed and considered the merits of the Application against applicable Official Plan policies, the Township's adopted Zoning By-law, and all (if any) of the correspondence received as of the date of writing and recommends that the Committee of Adjustment approve Application No. D13-MV-03-24.

COMMENTS & ANALYSIS:

The subject lands are approximately 215 m² in area and have approximately 10 metres of frontage along Imperial Road. The subject lands are an existing significantly undersized lot containing an existing 83.7 m² cottage that currently encroaches on the adjacent parcel to the west. The subject property is bounded by non-farm residential uses to the north and south, and agricultural land to the east and west. Access is obtained from the rear yard via a lane that runs east from the subject lands to connect to Colin Street.

The owners are proposing to reconstruct the existing dwelling with the same ground floor area as the existing cottage and relocate it so that the structure is located entirely within the boundaries of the lot.

County of Elgin Official Plan

The subject lands are designated as a "Tier 2 Settlement Area" on Schedule 'A', Land Use Plan. The Official Plan generally permits a range of residential uses within settlement areas and the Official Plan encourages development that maintains the existing character of existing residential areas (C1.1.1). Buildings and structures are only permitted within the floodplain where written permission is obtained from the Conservation Authority (s. D3.3).

Malahide Official Plan

The subject lands are designated "Recreational Residential", "Hazard Lands", and "Floodway" on Schedule 'C' (Land Use and Constraints Plan for Port Bruce).

The Recreational Residential designation permits residential uses and development in accordance with the “Floodway” and “Flood Fringe” policies of the Official Plan (4.5.1.3). Development shall have an appropriate sewage disposal system and adequate vehicle access (s. 4.5.2.3). The Official Plan does not permit the construction of new buildings within the floodway, however, buildings may be replaced or modified provided there is no increase in the total ground floor area of the of any previous or existing structures.

No development is permitted on hazard lands unless a permit has been issued by the Conservation Authority (s. 5.1.2).

Malahide Zoning By-law No. 18-22

The subject lands are zoned “Village Residential 2 (VR2)” on Key Map O4 of Schedule “A” to the Township’s Zoning By-law No. 18-22 and is located within the “Conservation Authority Regulated Lands Overlay”. Table 1 below identifies the applicable provisions of the VR2 zone:

Table 1.

“Village Residential 2” Zone	Required:	Proposed:
Permitted Uses	Single Detached Dwelling	Single Detached Dwelling
Min. Lot Area	1850 m ²	215.2 m ² *
Min. Lot Frontage	25 m	10 m*
Min. Front Yard	6 m	1.5 m** (Dwelling) 0.3 m** (Deck)
Min Side Yard	2 m	1.2**
Min. Rear Yard	7.5 m	5.2 m**
Max. Lot Coverage	30%	44%**
Max. Height	10.5m	6 m
Min. Dwelling Floor Area	75 m ²	83.7 m ²

* Section 4.10 of the Zoning By-law Permits existing lots with less than the minimum lot area and/or minimum lot frontage requirements to be used for buildings or structures provided such lots are capable of being serviced and all other requirements of the By-law are satisfied.

** Notes variance is required from Zoning By-law.

As identified above, the following variances are requested:

- a front yard depth of 0.3 metres for an uncovered deck, whereas the By-law requires a minimum front yard depth of 6 metres.
- a front yard depth of 1.5 metres for a dwelling, whereas the By-law requires a minimum front yard depth of 6 metres.
- an interior side yard width of 1.2 metres, whereas the By-law requires a minimum interior side yard width of 2 metres.
- a rear yard depth of 5.2 metres, whereas the By-law requires a minimum interior side

yard width of 7.5 metres.

- a maximum lot coverage of 44%, whereas the By-law permits a maximum lot coverage of 30%.

When reviewing an application for a minor variance, Section 45(1) of the Planning Act, R.S.O., 1990 requires that the Committee of Adjustment apply four specific tests. These tests, along with the Planner's comments concerning same as they relate to the requested variance, are as follows:

1. The variance maintains the general intent and purpose of the Official Plan.

The proposed cottage is a permitted use under the County and Malahide Official Plans. Generally, the policies of the Official Plan seek to guide orderly and logical growth and development. As previously noted in this report, the subject lands are located within the floodplain and the Official Plans require permit approval from the Conservation Authority. Additionally, the Official Plan does not permit an increase in the ground floor area of existing buildings and structures. The proposed dwelling would not be larger than the existing building footprint and the dwelling has been designed to incorporate minimum flood proofing requirements of the Conservation Authority. A permit from the Conservation Authority will be required before development can take place on the subject lands.

The Official Plan also requires appropriate servicing for new development. Township staff have confirmed that a holding tank would be used for sewage disposal for the existing undersized parcel and will be addressed further at the building permit stage.

The minor variances maintain the general intent and purpose of the Official Plans.

2. The requested variance maintains the general intent and purpose of the By-law.

The purpose of the front yard setback is to ensure adequate separation from the building and the street and maintain a consistent built form with the surrounding community. The proposed cottage would maintain a similar setback to the existing cottage as well as the majority of the existing dwellings along Imperial Road so the proposed development would be consistent with the character of the community. Parking is currently provided at the rear of the property and access is via a lane that runs west to Colin Street and so there would be no traffic using an access into Imperial Road (County Road 73).

The interior side yard setback and rear yard setbacks are intended to provide adequate separation between buildings and lot lines, as well as provide sufficient access to the rear yard and amenity space. The proposed reduced side yard would be a greater setback than the current encroachment and the reduction of the rear

yard setback would not result in a significant loss of amenity space for the size of the property.

The purpose of the maximum lot area provisions is to ensure that development can be accommodated appropriately on a parcel and can be adequately serviced. Given that the subject lands are significantly undersized with an area of 213 m², whereas the By-law would require a minimum lot area of 1,850 m², it is reasonable that an increase in lot coverage be permitted to facilitate development on the subject lands. Township staff have confirmed that the site can be serviced with a septic holding tank and a lot grading and drainage plan would be required as a condition of application approval to address stormwater on-site.

The minor variances maintain the general intent and purpose of the Zoning By-law.

3. The application is "minor" in nature.

Whether an application is considered minor is evaluated based on the size and impact of the proposed variances. The existing dwelling is currently encroaching onto the adjacent property to the west. The proposed reduction for the interior side yard setback would be greater than the current setback provided and would resolve the existing encroachment. The proposed variances would not impact adjacent property owners from using their properties for permitted uses. A lot grading and drainage plan would be required as a condition of application approval to address the increased lot coverage and ensure that there are no impacts from runoff and stormwater is managed appropriately.

The application is minor in nature.

4. The proposed development is desirable for the appropriate development or use of the subject property.

The proposed variances would allow for the existing dwelling to be located within the boundaries of the lot and resolve an existing encroachment. While the subject lands are located within a floodplain, the proposed dwelling would be designed to incorporate flood proofing measures are required by the Conservation Authority. Overall, the proposed development would represent an improvement over the existing conditions of the subject lands and is desirable for the appropriate development of use of the subject property.

Typical conditions are recommended (building permit(s) issued within two years and in accordance with the drawings provided with the minor variance application).

FINANCIAL IMPLICATIONS:

The full cost of the minor variance process is at the expense of the Applicant and has no implications to the Township's Operating Budget.

LINK TO STRATEGIC & OPERATIONAL PLANS:

Priorities:	Unlock Responsible Growth
Tangible Results:	Policy Driven Decision Making

CONSULTATION:

Notice of Public Meeting was given in accordance with Planning Act regulations. As of the date of writing this report, there have been no comments received.

ATTACHMENTS:

1. Report Photo;
2. Application Sketch; and
3. Comments Received to Date (if any)

Prepared by: E. Steele, MBPC, Consulting Planner for the Township

Reviewed by: J. McGuffin, MBPC, VP & Principal Planner

Approved by: N. Dias, Chief Administrative Officer

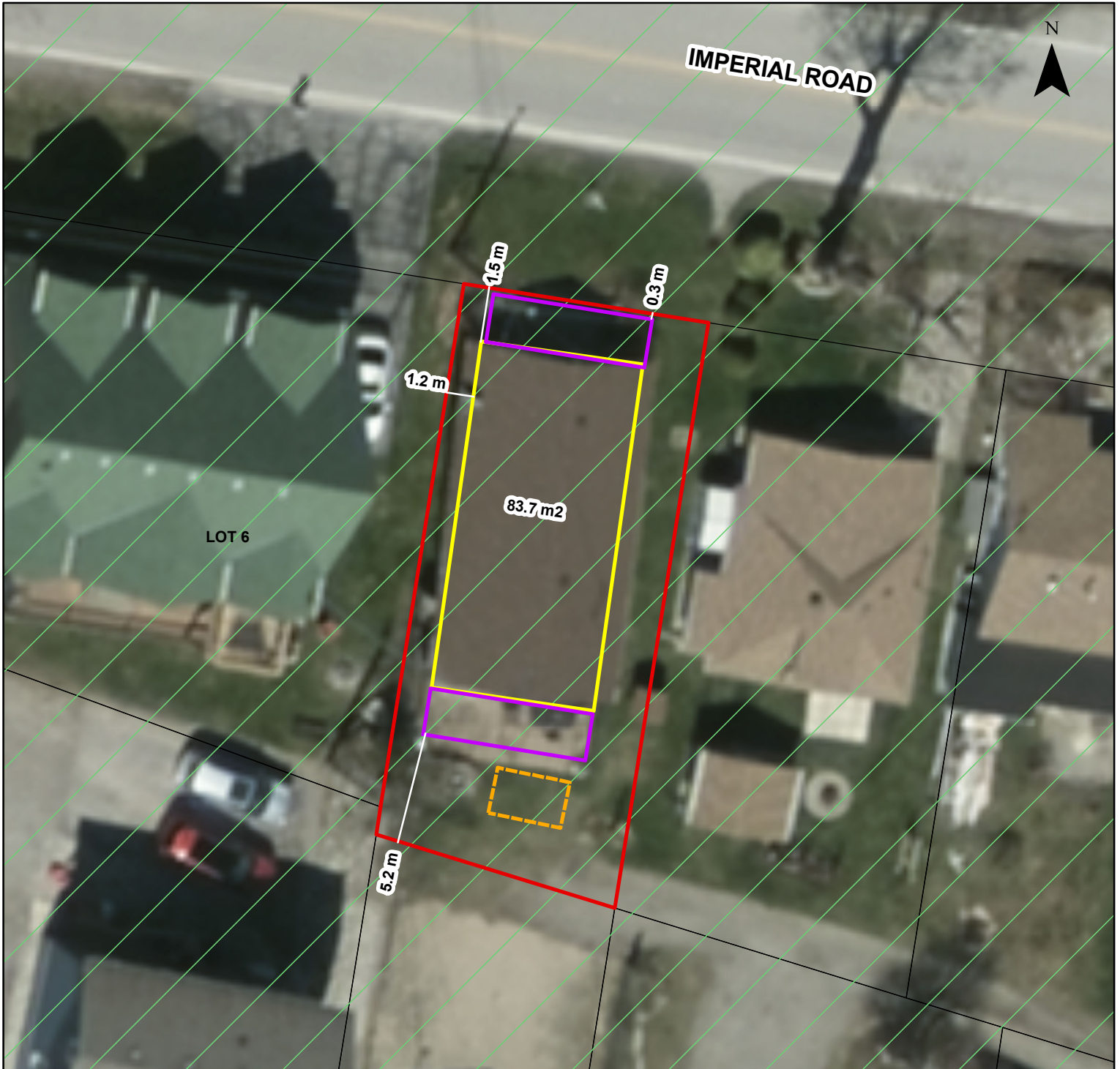
APPLICATION FOR A MINOR VARIANCE
Owner: Cornelius, Catherine, and Brenda Vanderelst
Authorized Agent: Lloyd Vermeer c/o VS Design Studio

30

**Township
of Malahide
Figure 1**



3225 Imperial Road
Lot 40, Plan 226, Township of Malahide

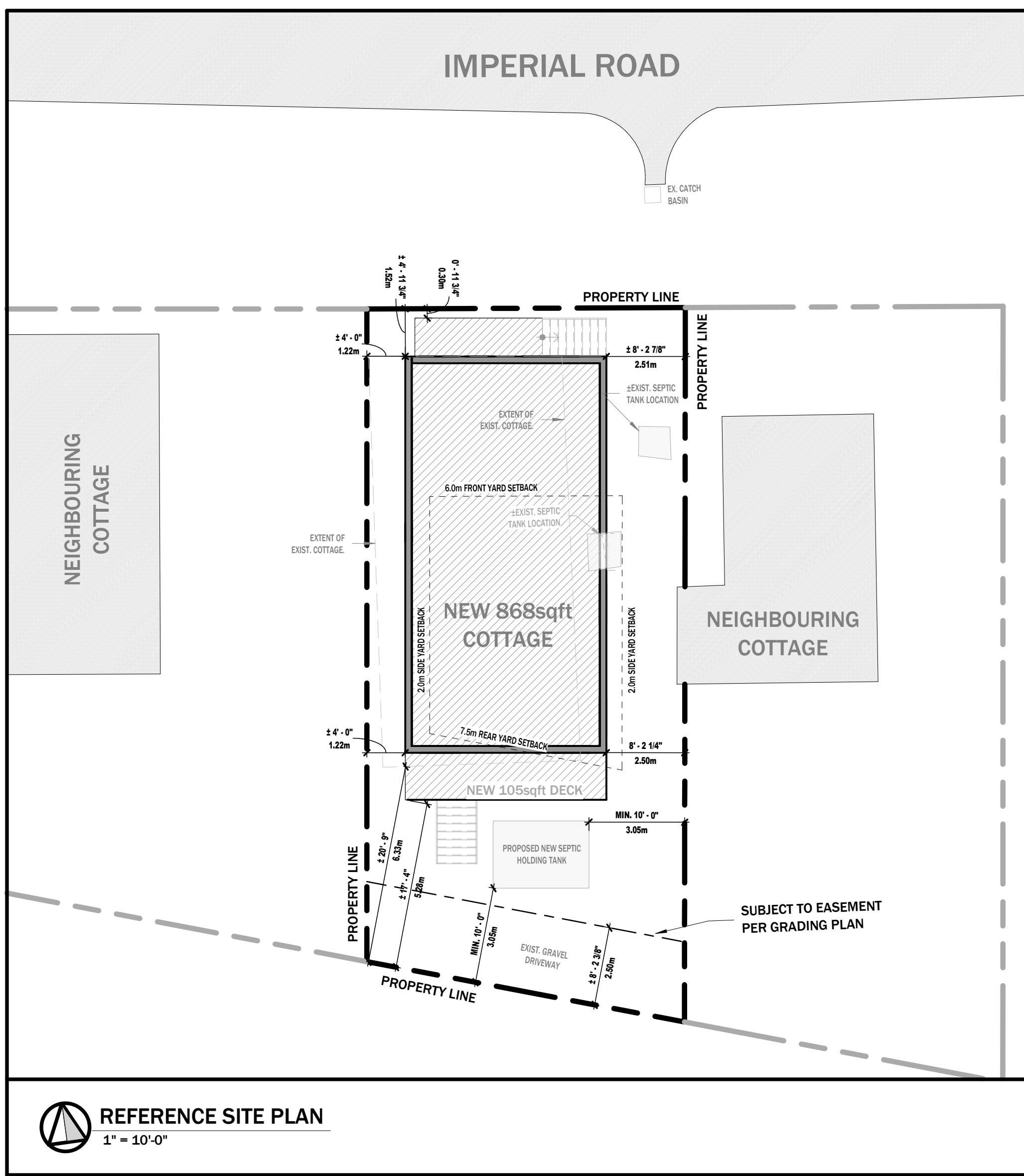


OFFICIAL PLAN DESIGNATION
Recreational Residential, Hazard Lands
and Floodway
ZONING
Village Residential 2 (VR2)

- | | |
|---|--|
|  Subject Lands |  Proposed septic holding tank |
|  Proposed dwelling |  Hazard Lands |
|  Proposed decks | |

VANDERELST COTTAGE

3225 (LOT 40) IMPERIAL ROAD, PORT BRUCE, ON, N5H 2R2



REFERENCE SITE PLAN
1" = 10'-0"



GENERAL NOTES:

- DRAWINGS ARE NOT TO BE SCALED.
- ALL DIMENSIONS AND INSTALLATIONS ARE TO BE VERIFIED ON SITE.
- ALL DIMENSIONS INDICATED ON FLOOR PLANS ARE TO EXTERIOR FACE OF EXTERIOR WALLS, OR FACE OF STRUCTURE / FACE OF STUD OF INTERIOR PARTITIONS. SEE FLOOR PLANS FOR ADDITIONAL DIMENSION NOTES.
- CONTRACTOR TO COMPLY TO ONTARIO BUILDING CODE (OBC) 2012 IN ADDITION TO ANY AND ALL AUTHORITIES HAVING JURISDICTION DURING ALL PHASES OF WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BRING ALL OMISSIONS, DISCREPANCIES, INCLUDING DIMENSIONS, TO THE ATTENTION OF THE DESIGNER PRIOR TO THE COMMENCING OF ANY WORK.
- PROVIDE 19mm PLYWOOD BACKING AT SURFACE MOUNTED ELECTRICAL PANEL LOCATIONS. ENSURE CONTINUITY OF VAPOUR BARRIER AND INSULATION AS REQ'D.
- SEAL ALL ARCHITECTURAL STRUCTURAL, MECHANICAL OR ELECTRICAL PENETRATIONS IN WALL AND/OR FLOOR ASSEMBLIES WITH AN APPROVED PRODUCT / SYSTEM TO MAINTAIN REQUIRED FIRE RATING AND ACOUSTICAL MINIMUMS.
- THESE ARCHITECTURAL DRAWINGS SHALL BE READ IN CONJUNCTION WITH SURVEY, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
- ANY CEILING HEIGHTS SHOWN ON THE FLOOR PLANS ARE FROM 1.0 SHEATHING TO 1.0 WOOD PLATE OR UNDERSIDE OF TRUSS.
- "* INDICATES STRUCTURAL ELEMENT DESIGNED TO PART 4 OF THE O.B.C. BY A PROFESSIONAL ENGINEER.
- "** INDICATES PRE-ENGINEERED ELEMENT SUPPLIED BY MANUFACTURER.
- ALL WOOD FRAMING TO MEET SECTION 9.23 OF THE O.B.C.
- TRUSSES TO BE 2'-0" O.C. MAX (DESIGN BY OTHERS)
- ATTIC ACCESS HATCH TO BE 3'-0" BY 1'-10" LOCATION TO BE ADJUSTED IN COORDINATION WITH TRUSS LAYOUT

-PRELIMINARY- FOR COORDINATION

AREAS	
Name	Area
Exterior Area	
REAR DECK	242 SF
Building Common Area	247
MAIN FLOOR	869 SF
	869 SF

NO.	DESCRIPTION	DATE
00	ISSUED FOR DESIGN REVIEW	2022-10-19
01	ISSUED FOR COORDINATION	2022-10-25
02	RE-ISSUED FOR DESIGN	2023-10-11
03	RE-ISSUED FOR COORDINATION	2023-11-07
04	ISSUED FOR MINOR VARIANCE	2023-11-20
05	RE-ISSUED FOR MV	2023-12-20
06	RE-ISSUED FOR MV	2024-03-22

SITE INFORMATION			
ITEM	REQ'D	EXISTING	PROPOSED
ZONE	-	VR2	-
SITE AREA	EXISTING	2324SF (215.9m ²)	EXISTING
COVERAGE	30.0%	697.25F (64.8m ²)	44%
		975.05F (90.6m ²)	1025.05F (95.2m ²)
ACCESSORY COVERAGE	9%	116.25F (10.8m ²)	0
		0.05F (0.0m ²)	0.05F (0.0m ²)
SETBACKS		REQUIRED	PROPOSED
FRONT YARD		6.0m	0.25m
INT. SIDE YARD		2.0	1.2m
REAR YARD		7.5m	4.5m
EXT. SIDE YARD		N/A	N/A
EXTRA NOTES:	1. EXISTING 868 SQFT COTTAGE TO BE DEMOLISHED. 2. NEW COTTAGE TO BE THE SAME SIZE AND VOLUME AS EXISTING. 3. NEW COTTAGE TO BE STRAIGHTENED TO BE PARALLEL WITH PROPERTY LINES AND ROAD. 4. STAIRS AT REAR DECK TO ENCHROACH INTO PROPOSED REAR YARD SETBACK BY 1.00m. 5. MINOR VARIANCE REQUIRED FOR LOT COVERAGE, SETBACKS.		

ABBREVIATIONS	
CONC	CONCRETE
CL	CENTRE LINE
c/w	COMPLETE WITH
C.O.	CARBON MONOXIDE
C.I.P	CAST IN PLACE
D.W.	DISHWASHER
F.R.R.	FIRE RESISTANCE RATING
G.W.B.	GYPSUM WALL BOARD
HR	HOUR
HVAC	HEATING VENTILATION AIR CONDITIONING
o/c	ON CENTRE
REQ	REQUIRED
R.W.	RAIN WATER
S.A.	SMOKE ALARM
S.T.C.	SOUND TRANSMISSION CLASS
w/	WITH
DIA.	DIAMETER
ea.	EACH

LIST OF DRAWINGS	
PG #	SHEET NAME
A-0	COVER PAGE
A-1	FLOOR PLANS
A-2	ELEVATIONS
A-3	SECTION & DETAILS

DRAWING SYMBOLS LEGEND	
ROOM IDENTIFIER 	ENLARGED PLAN DETAIL
BUILDING SECTION 	WALL SECTION
BUILDING ELEVATION 	INTERIOR ELEVATION
CEILING IDENTIFIER 	ASSEMBLY IDENTIFIERS
SMOKE ALARM & CO DETECTORS 	FLOOR DRAIN

ENERGY EFFICIENCY DESIGN SUMMARY (EEDS)	
O.B.C. SB-12 COMPLIANCE PACKAGE - 3.1.1.2.A (IP)	A5
BUILDING COMPONENT	
BUILDING COMPONENT	MIN. R VALUE OR MAX. U-VALUE
THERMAL INSULATION	
CEILING WITH ATTIC SPACE	R50
CEILING WITHOUT ATTIC SPACE	R31
EXPOSED FLOOR	R35
WALLS ABOVE GRADE	R19-50
BASEMENT WALLS	R12-50 OR R150
SLAB (ALL >24" BELOW GRADE)	-
SLAB (EDGE ONLY <24" BELOW GRADE)	R10
SLAB (ALL <24" BELOW GRADE, OR HEATED)	R10
WINDOWS & DOORS	
WINDOWS/SLIDING GLASS DOORS (MAX. U-VALUE)	0.28
SKYLIGHTS/GLAZED ROOFS (MAX. U-VALUE)	0.49
MECHANICALS	
HEATING EQUIP. (AFUE)	94%
HV EFFICIENCY (SPEV AT 0 degrees C)	70%
DHW HEATER (EF)	0.80
DWNR (CSA B55.1) (MIN. 42% EFFICIENCY)	# SHOWERS: 1

WALL TYPE LEGEND	
EXTERIOR WALL TYPES	
W-E1 / SIDING 	
INTERIOR WALL TYPES	
W-P1 / 2x4 G.W.B. (BOTH SIDES) 	W-P2 / 2x6 G.W.B. (BOTH SIDES)

THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN, AND HAS THE QUALIFICATIONS AND MEETS THE REQUIREMENTS SET OUT IN THE ONTARIO BUILDING CODE TO DESIGN THE WORK SHOWN.

QUALIFICATION INFORMATION:	
NAME	SIGNATURE
BCIN	FIRM BCIN

PROJECT:
VANDERELST COTTAGE
3225 IMPERIAL ROAD, PORT BRUCE, ON, N5H 2R2

VS DESIGN STUDIO
519-290-8737 | info@vsds.ca | www.vsds.ca

DRAWING TITLE:
COVER PAGE

PROJECT NUMBER: 23135
DRAWN: K.RAMSEYER
CHECKED: N.SIEMON
SCALE: As indicated
DATE: 2024-04-30 10:41:52 AM

DRAWING NO:
A-0



REPORT NO. DS-24-24

TO: Mayor & Members of Council

DEPARTMENT: Development Services

MEETING DATE: May 16, 2024

SUBJECT: Zoning By-Law Amendment Application of Ben & Bonnie Anckaert (Authorized Agent: David Roe c/o Civic Planning Solutions) relating to the properties located at Part of Lot 26, Concession 8, Township of Malahide (11088 Walker Road)

RECOMMENDATION:

THAT Report No. DS-24-23 entitled “Zoning By-Law Amendment Application of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide (11088 Walker Road)” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z06-24 of Ben & Bonnie Anckaert (Authorized Agent: Civic Planning Solutions c/o David Roe) relating to the property located at Part of Lot 26, Concession 8, Township of Malahide (11088 Walker Road)” BE APPROVED for the reasons set out in this Report.

PURPOSE & BACKGROUND:

The subject Zoning By-law Amendment Application (the “Application”) has been submitted by Ben and Bonnie Anckaert (Agent David Roe), to implement the necessary zoning provisions required for a surplus farm dwelling severance. Specifically, the proposed severed parcel would be rezoned from “General Agriculture (A1)” to “Small Lot Agriculture – Site Specific (A4-28)” and the proposed retained parcel would be rezoned from “General Agriculture (A1)” to “Special Agriculture (A2)”.

The Application relates to the property located at Part of Lot 26, Concession 8, Township of Malahide, and known municipally as 11088 Walker Road.

Notice of the Application has been circulated to agencies and registered property owners as prescribed and regulated by the Planning Act, RSO 1990, and the Malahide Official Plan, including posting notice in two recent issues of the Aylmer Express.

The analysis of the associated severance/consent application by the County Planning Department and Land Division Committee determined that the severance met all applicable policies (Provincial Policy Statement and Official Plan). The consent

application was provisionally approved subject to the Applicant completing a number of conditions, one such being obtaining a Zoning By-law amendment to rezone the retained parcel to prohibit a new residential dwelling.

COMMENTS & ANALYSIS:

The subject lands are approximately 35.5 hectares (87.7 acres) in area, have approximately 838 metres (2750 feet) of frontage along Walker Road, and approximately 419 metres (1375 feet) of frontage along College Line. The subject lands are used for agricultural purposes and contain an existing single detached dwelling, three accessory structures, and a cluster of grain silos. The subject property is bound by College Line to the north, Walker Line to the west, and agricultural lands to the east and south.

The applicants were granted provisional consent approval (Consent application E9-24) on March 27, 2024, to sever a parcel containing a surplus farm dwelling with a frontage of 71.8 metres (236 feet), a depth of 101 metres (331 feet), and an area of 7,254 square metres (1.79 acres) The applicant is retaining a lot with an area of 32.4 ha (80.0 acres) that will contain the grain silos and is proposed to remain in agricultural use.

Provincial Policy Statement (PPS)

In Prime Agricultural Areas, the Provincial Policy Statement (PPS) permits lot creation for the purposes of severing an existing dwelling that has been rendered surplus as a result of farm consolidation, provided the new lot will be limited to a minimum size needed to accommodate the use and appropriate private services, as well as it is ensured that new residential dwellings are prohibited on any remnant parcel of farmland (Section 2.3.4.1c).

This application would amend the Zoning By-law to rezone the retained farm parcel to “A2” which would prohibit new residential uses from being established.

County of Elgin Official Plan

The subject lands are designated “Agriculture Area” on Schedule ‘A’, Land Use Plan and are identified as having frontage along a “Local Road” on Schedule ‘B’, “Transportation Plan”.

Lot creation is permitted for lands within the Agricultural Area designation for the purposes of severing a residence surplus to a farming operation provided that the development of a new residence is prohibited on the retained farmland (Section E1.2.3.4b). As previously noted, the retained lands are proposed to be rezoned to prohibit a new residence on the farm parcel and the severed lands are proposed to be rezoned to the A4 zone to recognize the parcel as a surplus farm dwelling lot.

Malahide Official Plan

The subject lands are designated “Agriculture” on Schedule ‘A1’ (Land Use Plan) and a small portion of the property containing the Catfish Creek Municipal Drain is designated “Hazard Lands” on Schedule ‘A2’ (Constraints Plan).

Section 2.1.7 of the Official Plan permits lot creation for the severance of a surplus farm dwelling provided certain criteria are met, including that the existing dwelling be occupied for a minimum of ten years prior to the severance being considered; a land use conflict is not created with agricultural operations in the surrounding areas; the severed parcel is able to be serviced by private sanitary waste disposal system and a potable water supply that is situated within the severed lot; is located within 100 metres of an opened travelled road; and the severed and retained parcels are rezoned. The provisionally approved consent application (Consent E9-24) met these criteria except for the requirement to ensure the subject lands were rezoned, which would be fulfilled through the approval of this application.

Malahide Zoning By-law No. 18-22

The subject property is within the “General Agricultural (A1) Zone” on Key Map 39 of Schedule ‘A’ to the Township’s Zoning By-law No. 18-22, with a portion of the subject property within the “Conservation Authority Regulated Lands Overlay”.

As previously noted in this report, the PPS and both Official Plans require that the proposed severed and retained parcel be rezoned in order to permit the surplus farm dwelling severance. The proposed retained parcel is to be rezoned ‘Special Agricultural (A2)’ zone to prohibit a residential dwelling and meet the minimum lot area (20 ha) and frontage (150 m) requirements of the A2 zone.

The proposed severed parcel is to be rezoned ‘Small Lot Agriculture – Site Specific (A4-28)’. This zone is intended to be applied to lots that are created as a result of a surplus farm dwelling severance to reflect the primary use of the lot being for residential purposes. The proposed zone would also include site-specific provisions to recognize the existing accessory structures on the proposed severed parcel that would not comply with the requirements of the A4 zone. This includes:

- Permitting a reduced side yard setback of 3 metres, whereas 5 metres is required.
- Permitting an accessory structure with a floor area of 484 m², whereas the maximum required is 200 m².
- Permitting a maximum lot coverage for all accessory structures of 11%, whereas the By-law requires a maximum of 10%.

The Official Plan permits accessory buildings to remain on the severed parcel, provided they do not result in a land use conflict. The proposed increase in floor area, lot coverage of 1%, and reduced side yard of 3 metres is not anticipated to have any impact on the ability of adjacent lands to be used for agricultural purposes.

The proposed severed parcel meets all other requirements of the A4 zone.

FINANCIAL IMPLICATIONS:

The full cost of the application and associated process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

LINK TO STRATEGIC & OPERATIONAL PLANS:

Priorities:	Unlock Responsible Growth
Tangible Results:	Policy Driven Decision Making

CONSULTATION:

Notice of Public Meeting was given in accordance with Planning Act regulations. As of the date of writing this report, the following has been received:

- CN Rail has commented on the application (letter dated April 24, 2024) and has no objection to the application.
- The Catfish Creek Conservation Authority (CCCA) commented on the application (letter dated April 25, 2024) and has no objections to the application.

ATTACHMENTS:

1. Report Photo;
2. Application sketch; and
3. By-law.

Prepared by: E. Steele, MBPC, Consulting Planner for the Township

Reviewed by: J. McGuffin, MBPC, VP & Principal Planner

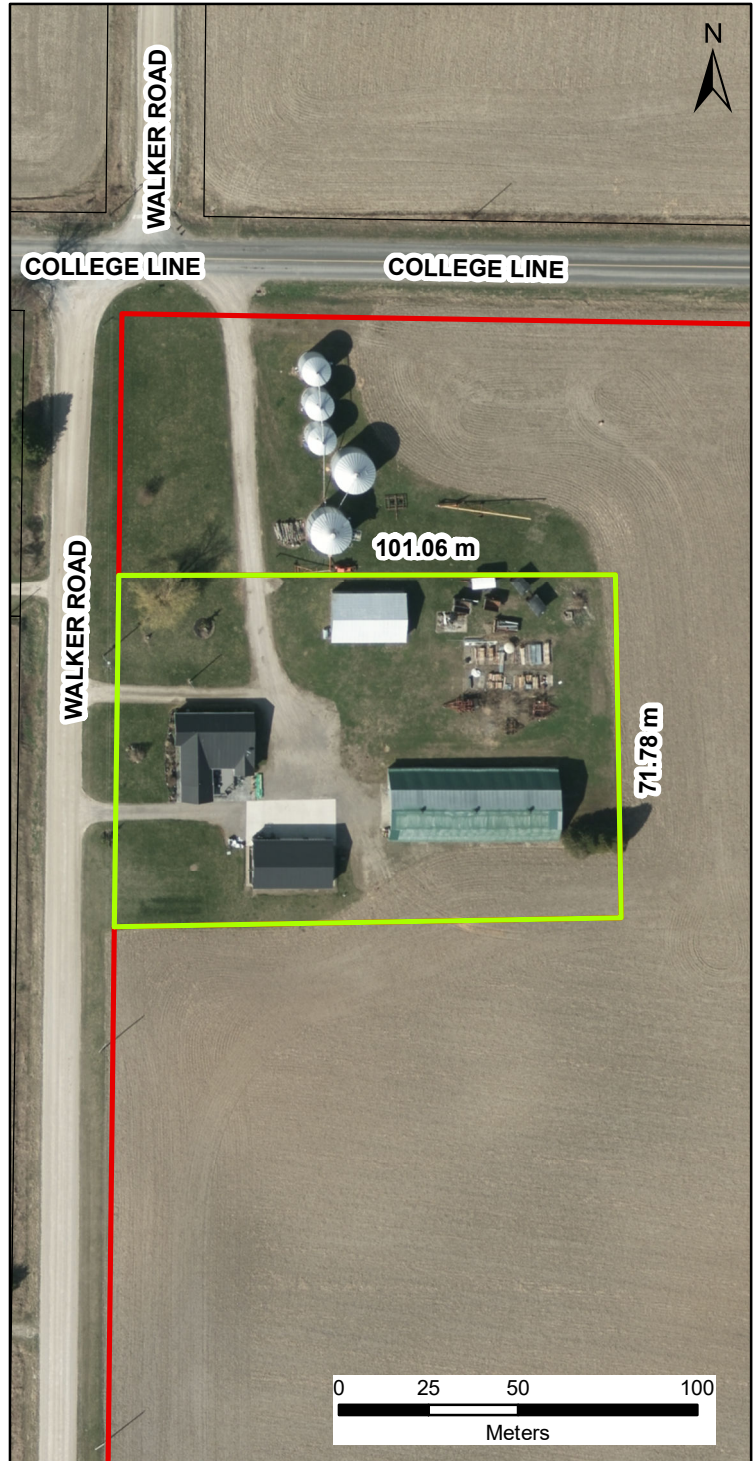
Approved by: N. Dias, Chief Administrative Officer

APPLICATION FOR A Zoning By-law amendment
Owners: BEN AND BONNIE ANCKAERT
Authorized Agent: DAVID ROE C/O CIVIC PLANNING SOLUTIONS INC

Township of Malahide
Figure 1



11088 Walker Road
Part of Lot 26, Concession 8, Township of Malahide
Township Of Malahide



OFFICIAL PLAN DESIGNATION
Agriculture



Lands to be rezoned from the "General Agriculture (A1) Zone" to "Special Agricultural (A2) Zone"

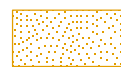


Existing Drains

ZONING
A1 General Agricultural



Lands to be rezoned from the "General Agriculture (A1) Zone" to "Small lot Agricultural (A4-28) Zone"



Hazard Lands

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 24-23**

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

Ben & Bonnie Anckaert
11088 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 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** the area shown in bold on the attached map, Schedule "A", and described as Part of Lot 2, Concession 8 Southern Division in the Township of Malahide, shall be removed from the "General Agriculture (A1) Zone" of By-law No. 18-22 and placed within the "Special Agricultural (A2) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A2" on Key Map 39 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** the area shown in hatching on the attached map, Schedule "A", and described as Part of Lot 2, Concession 8 Southern Division, in the Township of Malahide, shall be removed from the "General Agriculture (A1) Zone" of By-law No. 18-22 and placed within the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A4-28" on Key Map 39 of Schedule "A" to By-law No. 18-22, as amended.
3. **THAT** By-law No. 18-22, as amended, is hereby further amended by amending Section 5.7 SMALL LOT AGRICULTURAL (A4) ZONE – 'SITE-SPECIFIC' ZONES, by adding the following new subsection.

"5.7.28 a) Defined Area

A4-28 as shown on Schedule 'A', Map No. 39.

- | | | |
|-----------|--|--------------------|
| b) | <u>Minimum Side Yard</u>
Existing Accessory Structure | 3 m |
| c) | <u>Maximum Floor Area</u>
Existing Accessory Structure | 484 m ² |

d)	<u>Lot Coverage for Accessory Structures</u>	
	Maximum Lot Coverage	11%

4. **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.

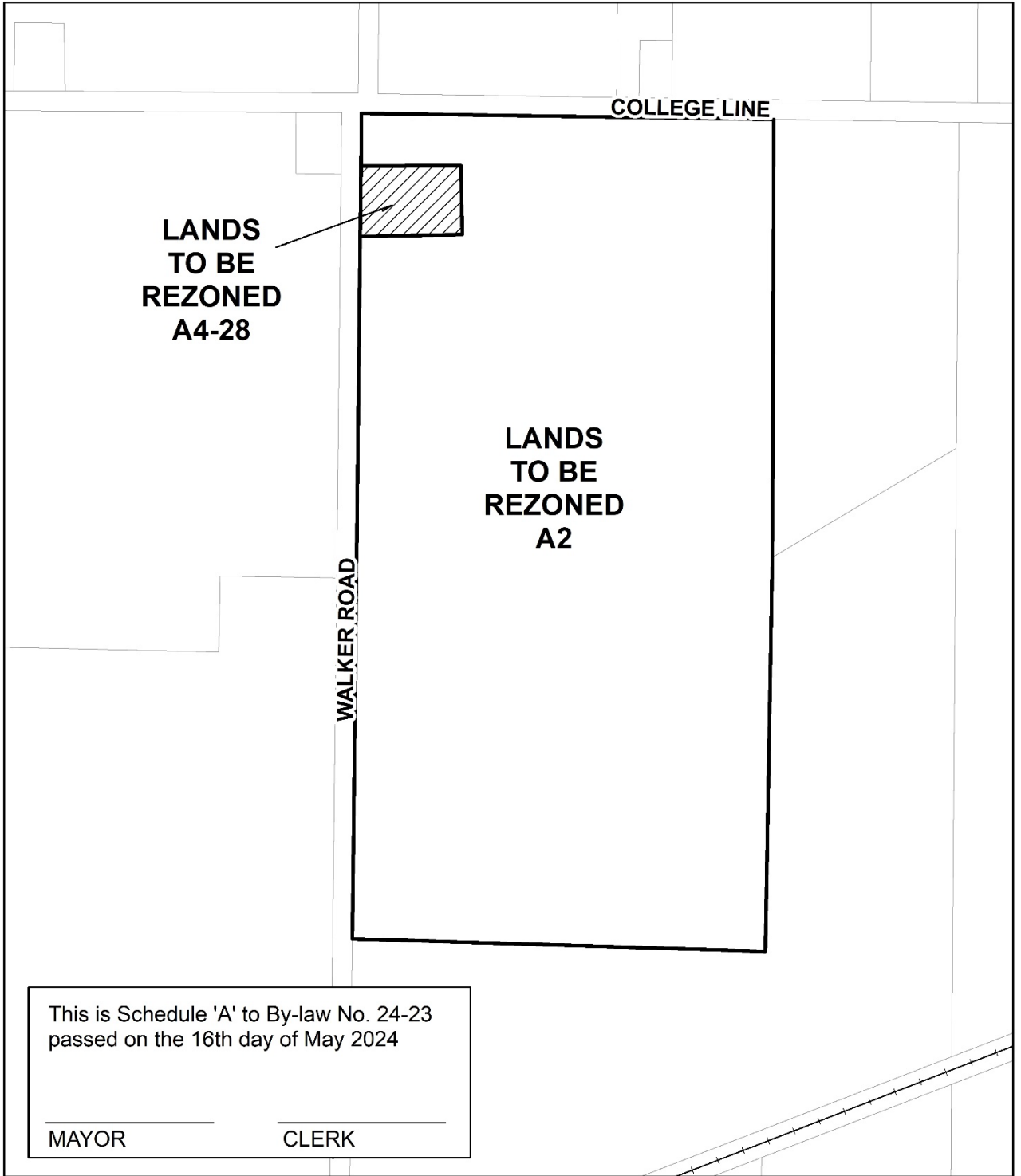
READ a **FIRST** and **SECOND** time this 16th day of May, 2024.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of May, 2024.

Mayor – D. Giguère

Clerk – A. Adams

40
SCHEDULE A





REPORT NO. DS-24-23

TO: Mayor & Members of Council

DEPARTMENT: Development Services

MEETING DATE: May 16, 2024

SUBJECT: Official Plan and Zoning By-Law Amendment Applications of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Township of Malahide (52870 John Wise Line and 7900 Carter Road)

RECOMMENDATION:

THAT Report No. DS-24-23 entitled “Official Plan and Zoning By-Law Amendment Applications Of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road)” be received;

AND THAT Official Plan Amendment Applications No. D09-OPA01-24 of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road) BE ADOPTED for the reasons set out in this Report.

AND THAT Official Plan Amendment Applications No. D09-OPA01-24 be forwarded to the County of Elgin for approval;

AND THAT Zoning By-law Amendment Applications No. D14-Z04-24 of 1975455 Ontario Ltd (Authorized Agent: Esher Planning Inc) relating to the properties located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2 RP 11R9951, Township of Malahide (52870 John Wise Line and 7900 Carter Road) BE APPROVED for the reasons set out in this Report;

AND THAT the final passing of the By-law be deferred until the Official Plan Amendment is approved by the County of Elgin.

PURPOSE & BACKGROUND:

The subject Official Plan Amendment and Zoning By-law Amendment applications have been submitted by Esher Planning on behalf of the owners to facilitate the establishment of a sand pit on the subject lands.

The Application relates to the property located at Part of Lots 31 and 32, Concession 5, Parts 1 & 2, RP 11R9951, Township of Malahide, and known municipally as 52870 John Wise Line and 7900 Carter Road.

Notice of the Application has been circulated to agencies and registered property owners as prescribed and regulated by the Planning Act, RSO 1990, and the Malahide Official Plan, including posting notice in two recent issues of the Aylmer Express.

COMMENTS & ANALYSIS:

The subject lands consist of two agricultural parcels of land with a total area of approximately 80.9 hectares, approximately 612 metres of frontage along Carter Road, and 749 metres of frontage along John Wise Line. The subject lands currently contain a dwelling and are bounded by John Wise Line to the south, Carter Road to the west, and agricultural lands to the north and east.

The applicant is proposing to license 21.8 hectares of land in the northeast portion of the subject lands with a total extraction area of 20.3 hectares. It is anticipated that a maximum of 200,000 tonnes of sand/gravel would be extracted per year, with extraction starting from the east side of the subject lands and proceeding west in two Phases. Once extraction is completed for the first phase, the area will be progressively rehabilitated before extraction begins on the second phase. Extraction would occur above the water table with the deepest point of extraction being 8 metres above the water table.

Berms and fencing are proposed along the eastern and western boundaries of the licensed area and separation from the adjacent property to the north is provided by a large natural area and to the south by an existing farm operation. The proposed pit would operate between 7am and 7pm on weekdays and 7am to 12pm on Saturdays. Truck traffic would use an existing access on John Wise Line. Truck traffic would proceed directly west on John Wise Line to reach County Road 45 and would then proceed to their destination using the County Road network. No access is proposed on Carter Road.

An aggregate license application has been submitted to the Ministry of Natural Resources and Forestry and is currently in the application process.

Provincial Policy Statement (PPS)

The Provincial Policy Statement directs that mineral aggregate resources be protected over the long term and protected from uses that would hinder extraction and mineral aggregate resources shall be made available as close to markets as realistically possible (s. 2.5.1, 2.5.2.1). The PPS permits aggregate extraction in prime agricultural areas as an interim use provided that the site will be rehabilitated back to agricultural condition (s. 2.3.6.1, 2.5.4). The PPS requires progressive and final rehabilitation to promote land use compatibility and to mitigate any negative impacts to the extent possible

(s. 2.5.3.1). Aggregate extraction shall take place in a manner that minimizes social, economic, and environmental impacts (s. 2.5.2.2). The PPS directs that major facilities, including resource extraction, take place in a manner that avoids or mitigates any potential adverse effects from noise, and other contaminants and minimizes risk to public health and safety (s. 1.2.6.1).

Extraction is proposed in two phases with the first phase being rehabilitated before extraction is started on the second phase. The sand pit would be entirely rehabilitated back to agricultural uses, specifically field crop production, once extraction is completed. Berms and fencing will be required along eastern and western boundaries of the licensed area. Additionally, existing trees along Carter Road as well as the natural heritage feature along the northern portion of the property would screen/buffer the proposed use from surrounding properties. There are no existing dwellings within 250 metres of the licensed area. Dust would be controlled on-site through the spraying of water.

The PPS directs that planning authorities shall protect water quantity and quality for surface and groundwater features (s. 2.2.1). A hydrogeological study was completed and concluded that there would be no negative impact on surface and groundwater features. The extraction would maintain a maximum depth of 8 metres above the water table and measures such as silt and erosion control fencing would be required as part of the operation.

Portions of the subject lands, including an area proposed for extraction, are designated as significant woodlands in the County of Elgin and Malahide Official Plans. The PPS does not permit site alteration or development within significant woodlands or on adjacent lands unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions (s. 2.1.5, 2.1.8). The proposed extraction area is directly adjacent to the significant woodland. Additionally, approximately 0.7 hectares of woodlands are proposed to be removed to maximize the efficient extraction of the gravel resource. An Environmental Impact Study (EIS) was completed by Terrastory Environmental Consulting, November 2023, for the subject lands and concluded that there would be no negative impact, provided mitigation measures are implemented including, but not limited to:

- The provision of a 15-metre setback from the dripline of the natural area to the edge of the extraction area.
- Scrap materials and stockpiles cannot be located within 30 metres of the boundary of the site.
- The provision of a tree planting buffer within the 15-metre setback.
- The provision of an erosion and sediment control fence and the edge of the extraction area.
- The planting of a 'woodland enhancement area' that is a minimum of 0.7 hectares on the northwestern side of the existing environmental feature.

The PPS also does not permit site alteration on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved. A Stage II Archaeological Assessment was completed by Timmins

Martelle Heritage Consultants Inc., dated March 8, 2023, for the subject lands, which identified four areas that have archaeological potential and would require the completion of a Stage III Archaeological Assessment. To protect these areas, the Archaeological Assessment completed recommends a 20-metre buffer setback, as well as a post and wire fence along the outside of the buffer, to protect these areas from disturbance. The mitigation measures noted above from the EIS and Archaeological Assessment would be secured and implemented through the aggregate license process.

In rural areas, rural infrastructure and public service facilities shall be used efficiently (s. 1.4.1). The long-term availability and use of land and resources should be optimized (s. 1.7.1). The proposed use would facilitate the utilization of the aggregate resource and support development within the Township.

County of Elgin Official Plan

The subject lands are designated as “Agriculture” on Schedule ‘A’, Land Use Plan, and have frontage on Carter Road and John Wise Line which are designated as “Local Road” on Schedule ‘B’, “Transportation Plan”. The lands are also designated as “Significant Woodlands” on Appendix 1, “Environmental Resource Areas” and “Petroleum Resource Area” on Schedule ‘C’, Aggregate and Petroleum Resource Areas.

Mineral aggregate extraction is permitted as an interim use on lands designated “Agriculture” provided that rehabilitation will be carried out (s. C4.3.3). The Official Plan directs that mineral resource extraction take place in a manner that minimizes environmental and social impacts, haul routes are appropriate, and that extraction lands are rehabilitated to an appropriate use (C4.1). A large portion of the subject lands would continue to be used for agricultural purposes during extraction and the entirety of the gravel pit would be rehabilitated back to agricultural uses. Mitigation measures are proposed as part of the operation including berms, fencing, dust control measures, controlled hours of operation, and setbacks to features and adjacent dwellings.

Development and site alteration shall not be permitted in significant woodlands or on lands adjacent to these features unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions (s. D2.1.6, D2.1.7). An Environmental Impact Study was completed for the subject lands and concluded that there would be no negative impact on the natural heritage features provided the recommended mitigation measures are implemented. The recommended mitigation measures would be attached to any Ministry approval of the aggregate license of the Site & Operational Plans submitted.

The County Official Plan requires the completion of archaeological assessments to preserve significant archaeological resources (s. E2.1). An archaeological assessment was submitted which identified areas of archaeological potential on the subject lands. The assessment has recommended mitigation measures to protect these features, including setbacks and fencing, and these will be required as part of the approval of the operational plans.

Malahide Official Plan

The subject lands are designated as “Agriculture”, “Natural Heritage”, and “Natural Gas Reserves” on Schedule ‘A’- Land Use. The lands are also designated as “Area of Natural & Scientific Interest”, “Hazard Lands”, and “Provincially Significant Woodlands” on Schedule ‘A2’ – Constraints.

In prime agricultural areas, mineral aggregate extraction is permitted as an interim use provided that the lands are rehabilitated back to the same or near equivalent condition for agricultural purposes (s. 2.2.2.8). New aggregate operations shall have regard for and address any potential land use conflicts from the proposed use, the ability of local roads to accommodate expected levels of truck traffic, and potential impacts to nearby residential uses (s. 2.2.2.4). The proposed pit would be entirely rehabilitated back to agricultural purposes once extraction is completed, in accordance with the approved rehabilitation plans. A number of mitigation measures have been included as part of the operational plans, including the provision of berms, fencing, silt fencing, dust control, as well as a minimum 250 metre setback to adjacent residential uses would ensure that there are no land use conflicts with the surrounding area. The truck traffic generated from the proposed use is anticipated to be 1-2 trucks per hour and would be directed onto John Wise Line until it reaches the County Road network. Public Works has commented that fees paid to the Township from the proponent through aggregate licensing can be used to cover any costs associated with repairs/maintenance of the road network resulting from the increased traffic.

The Official Plan does not permit development within or on lands adjacent to natural heritage features unless it has been demonstrated that there are no negative impacts on the features (s. 2.5.4.3, 2.5.4.5). As previously noted, an Environmental Impact Study was completed which concluded that there would be no negative impacts provided the recommended mitigation measures are implemented. The Official Plan also requires the completion of an archaeological assessment for areas with archaeological potential (s. 2.4.3.6). An archaeological assessment has been submitted with the applications and has identified areas of archaeological potential on the subject lands. The assessment includes recommendations for the provision of a 20-metre buffer and fencing to preserve these resources from disturbance.

Malahide Zoning By-law No. 18-22

The subject lands are zoned “Large Lot Agriculture (A3)” and “Special Agriculture (A2)” on Key Map 68, Schedule ‘A’ of the Township of Malahide Zoning By-law No. 18-22. As previously noted, the portion of lands within the licensed areas is proposed to be rezoned to “Extractive Industrial – Site Specific (M4-1)”.

Section 8.3.6 of the Zoning By-law requires a 15-metre setback between the excavated area and a lot line. The subject lands consist of two separate parcels that are both owned by the proponent and the proposed gravel pit covers portions of both parcels. As a result, there would be a 0-metre setback for extraction within the pit area. The proposed reduced

setback would allow for an efficient use of the aggregate resource and setbacks would continue to be maintained to lot lines of adjacent parcels.

FINANCIAL IMPLICATIONS:

The full cost of the applications and associated process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

LINK TO STRATEGIC & OPERATIONAL PLANS:

Priorities:	Unlock Responsible Growth
Tangible Results:	Policy Driven Decision Making

CONSULTATION:

Notice of Public Meeting was given in accordance with Planning Act regulations. As of the date of writing this report, the following comments have been received:

- Public Works Department: Malahide staff completed a thorough review of this application and provided comments through the aggregate license application process. One area of concern that remains is with respect to the potential for increased wear and tear on the surrounding municipal roadways as a result of the increased heavy truck traffic. As established through the Aggregate Resources Act, this licensed operation will be required to pay fees to The Ontario Aggregate Resources Corporation based on their annual tonnage of extracted material. The purpose of these fees is to provide some level of financial compensation to the municipality where a licensed aggregate extraction occurs. Malahide Township will receive a portion of these fees annually. It is recommended that these fees be specifically earmarked for additional road maintenance activities that may be required as a result of this land use. All other comments and concerns have been satisfactorily addressed through that process.

Due to the change in land use at the site, the applicant will be required to upgrade the existing entrance to the site to meet the requirements of the Township’s Entrance Policy.

- No comments have been received from the public since the submission of this report.

ATTACHMENTS:

1. Report Photo;
2. Application Summary Report
3. Application Site and Operation Plans;
4. Official Plan Amendment; and
5. By-law.

Prepared by: E. Steele, MBPC, Consulting Planner for the Township

Reviewed by: J. McGuffin, MBPC, VP & Principal Planner

Approved by: N. Dias, Chief Administrative Officer

Summary Report

Antonissen Trucking Inc. Carter Road Pit

Part of Lot 31 and 32, Concession 5
Municipality of Malahide
(formerly Malahide Township)
County of Elgin`

November 2023



102 - 41 Main Street, Unionville, ON L3R 2E5
T: 905-294-8282 | F: 905-294-7623
E: markham@harringtonmcavan.com



Table of Contents

	INTRODUCTION	1
1.0	SITE DESCRIPTION	1
1.1	AGRICULTURAL CLASSIFICATION	4
1.2	PLANNING AND LAND USE CONSIDERATIONS.....	7
1.3	SOURCE PROTECTION AREAS.....	12
1.4	QUALITY AND QUANTITY OF AGGREGATE ON SITE	12
1.5	MAIN HAUL ROUTES AND PROPOSED TRUCK TRAFFIC TO AND FROM SITE	13
1.6	PROGRESSIVE AND FINAL REHABILITATION	13
2.0	TECHNICAL REPORTS.....	13
2.1	HYDROGEOLOGY REPORT (Appendix A)	13
2.2	NATURAL ENVIRONMENT REPORT (Appendix B)	14
2.3	ARCHAEOLOGICAL ASSESSMENT (Appendix C)	14
2.4	NOISE ASSESSMENT REPORT	15
2.5	SITE PLANS (Appendix D).....	15
	CONCLUSION.....	15
	STATEMENT OF QUALIFICATIONS.....	16

APPENDICES:

- APPENDIX A: HYDROGEOLOGY REPORT
- APPENDIX B: NATURAL ENVIRONMENT REPORT
- APPENDIX C: ARCHAEOLOGY ASSESSMENT
 - CEAP CHECKLIST
 - CEPBHR & BHL CHECKLIST
 - ENTRY INTO ONTARIO PUBLIC REGISTRAR LETTER
- APPENDIX D: SITE PLANS

INTRODUCTION

This report has been prepared in support of an application for a Class "A" licence, pit above water by Antonissen Trucking Inc., as required by the Aggregate Resources of Ontario standards: A compilation of the four standards adopted by Ontario Regulation 244/97 under the Aggregate Resources Act. It summarizes the information and conclusions of the consultants who have contributed to the preparation of the site plans including:

- Hydrogeology: Groundwater Science Corp.
- Natural Environment: Terrastory Consulting
- Archaeological Assessment: Timmins Martelle Heritage Consultants

The report is intended to supplement the information contained on the site plans, which have been prepared by Harrington McAvan Ltd (Appendix D), and to assist in the review of the license application which the company has filed with the Ministry of Natural Resources and Forestry and the planning application filed at the Township of Malahide by Esther Planning.

1.0 SITE DESCRIPTION

The area to be licensed consists of a total of 21.8 hectares (53.8 acres) located in Part Lots 31 and 32, Concession 5, in the Township of Malahide, County of Elgin (see Figure 1). The site is located east of Carter Road, and north of John Wise Line which is paved County Road. The proposed extraction area in the licence is 20.3 ha (50.1 acres).

The majority of the property consists of gently to moderately rolling agricultural fields associated with large sand knolls that cover parts of the property (see figures 2, 3 and 4). The topography ranges from approximately 225-227 m a.s.l. in the highest points of the knolls to 215 metres a.s.l. in the western part of site. Two vegetated valleys with small creeks are located to the north and southeast of the site. These valleys are covered by mixed deciduous and coniferous forests (see figures 5, 6 and 7) associated with the steeper slopes of the Big Otter Creek landscape and will be maintained in their natural state (see site plans and Terrastory report in Appendix B). A small-treed swale with no surface water feature in the northwest part of the site is proposed to be removed (figure 8).

The lands to the west, south, north and northeast have active agricultural use. There are also several farm and rural residences that front onto John Wise Line and Carter Road near the site. There are no houses located within 150 m of the site.



Location Map

Antonissen Trucking Inc. Carter Road Pit



Figure
1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6



Figure 7



Figure 8

1.1 AGRICULTURAL CLASSIFICATION

Soils of Elgin County mapping obtained from the Ministry of Agriculture, Food and Rural Affairs shows the site within soil types identified as “PFC>d (see figure 9). Plainfield soils are deep coarse textured material deposited by wind and consist mainly of fine sand.

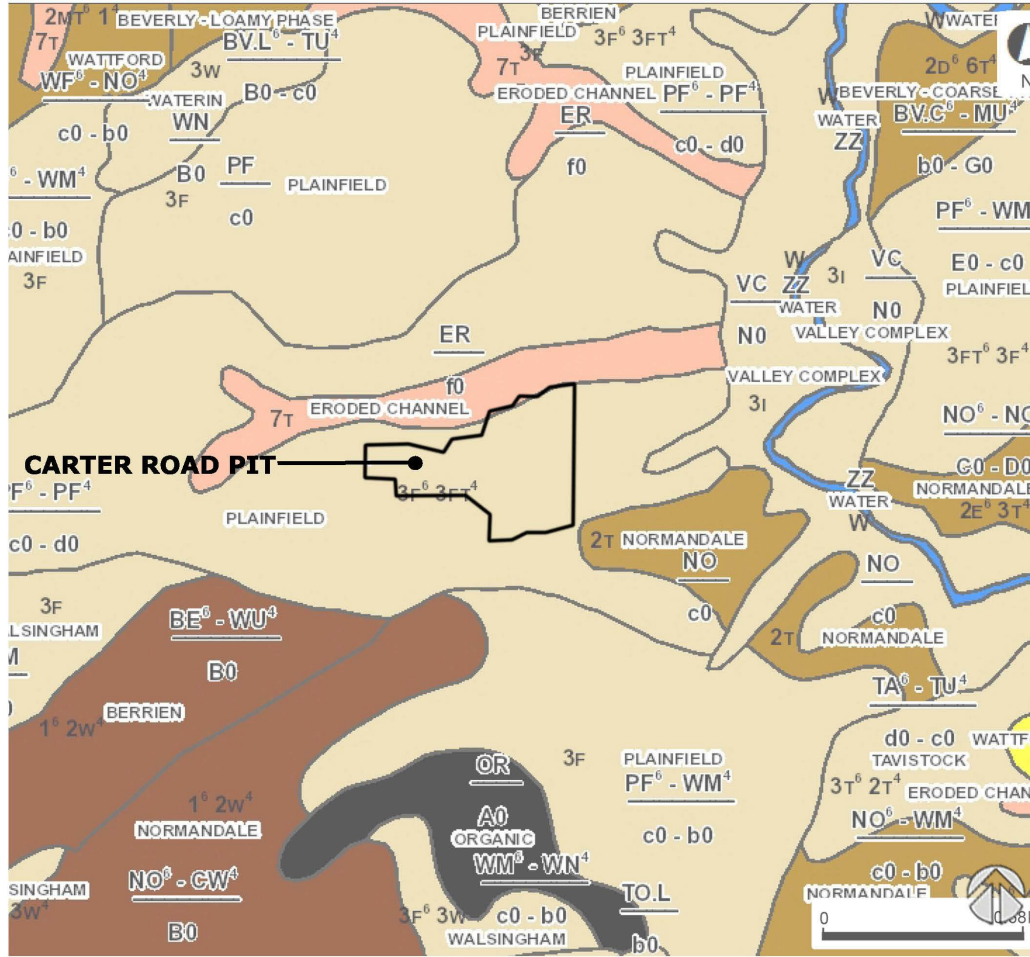
Table 4 in The Soils of Elgin County Report No. 63 of the Ontario Centre for Soil Resource Evaluation by L.W. Schut, Resources Management Branch, Ontario Ministry of Agriculture and Food, Guelph, Ontario 1992, indicates that the Canada Land Inventory (CLI) classification for these soils is 3F, depending on the slopes of the land. Class 3 soils have moderately severe limitations that restrict the range of crops and require special conservation practices. The limitations are more severe than for Class 2 soils. They affect one or more of the following practices: timing and ease of tillage; planting and harvesting; choice of crops; and methods of conservation. Under good management they are fair to moderately high in productivity for a fairly wide range of common field crops. These soils have low fertility and pH problems.

In the soils report no. 63 it states that, “The Plainfield soils have developed on blankets of coarse textured eolian materials. They usually occur on upper and crest slope positions in landscapes which have very gently undulating topography. Occasionally they occur in duned or hummocky landscapes. Slopes range from 2 to 15%, with slopes of 2 to 5% being most common. Plainfield soils are rapidly drained and rapidly permeable. They have low water holding capacities ”

Presently the site is in agricultural use, with the majority of the site cultivated for hay and cash crop production (see figures 2, 3 and 4). The operation of farm machinery is difficult on some of the steep, sandy slopes. The applicant wants to level the knolls on the property to make it more suitable for agricultural use, including decreasing costs and increasing productivity, as described in this section. The reduction of the steeper slopes will reduce the topography limitation on these fields. The sand hills or knolls will be levelled to the elevations shown on the site plans in order to reduce the steeper slopes and blend in with the grades on the surrounding fields. Rehabilitation techniques to restore 100% of the area to be extracted back to a productive agricultural use will include the following as indicated on the site plan:

- Deep ripping to eliminate compaction, where necessary
- Spreading of available on-site topsoil of and fine grading
- Spreading of manure and working into soil as a fertilizer using accepted agricultural practices
- Seeding with an appropriate grass/legume mixture and/or cover crop
- Using accepted farming practices to restore the lands to agricultural use

Rehabilitation techniques will be similar to those successfully used by the applicant to rehabilitate the lands back to agriculture in pit licence no 625026 on Sparta Road (see figure 10 and 11). The agricultural capability and productivity of the land will be improved with the removal of the steep slopes as demonstrated in the existing rehabilitated pit. Rehabilitation to agricultural use complies with the Provincial Policy Statement (2020) and the Aggregate Resources Act.



AgMaps Web

Soils Map

Antonissen Trucking Inc. Carter Road Pit

- LEGEND:**
 SOIL CAPABILITY FOR AGRICULTURE
- UNCLASSIFIED
 - CLASS 1
 - CLASS 2
 - CLASS 3
 - CLASS 4
 - CLASS 5
 - CLASS 6
 - CLASS 7
 - ORGANIC SOIL
 - WATER



Figure 9



Figure 10



Figure 11

1.2 PLANNING AND LAND USE CONSIDERATIONS

The protection and management of aggregate resources has been deemed to be of provincial significance is regulated by specific legislation. In addition to the Aggregate Resources Act (ARA), the establishment of aggregate extraction operations must respect the provisions of the Planning Act and consider the policy framework established by the regional and municipal planning documents. A detailed Planning analysis is provided in the Planning Justification Report, prepared by Esher Planning Inc.

The proposed pit is located in an area which is designated as “Agriculture” in the Official Plan for the Township of Malahide (OP). Refer to Figure 12. An Official Plan Amendment is required to change the designation to “Mineral Aggregate Operation” in accordance with the Township’s planning policies. The current zoning of the property is “Large Lot Agricultural” (A3) with a portion in the “Special Agricultural” (A2) zone which does not allow for residential dwellings (see figure 13). An application to rezone the lands to “Extractive Industrial” (M4) is required to permit the proposed use.

The OP policies require that the application have regard for any potential land use conflicts, including conflicts with other resource areas to ensure impacts are avoided or minimized. Potential impacts on nearby residential uses and the ability of local roads to accommodate expected levels of truck traffic are also matters that need to be considered as part of the municipal review.

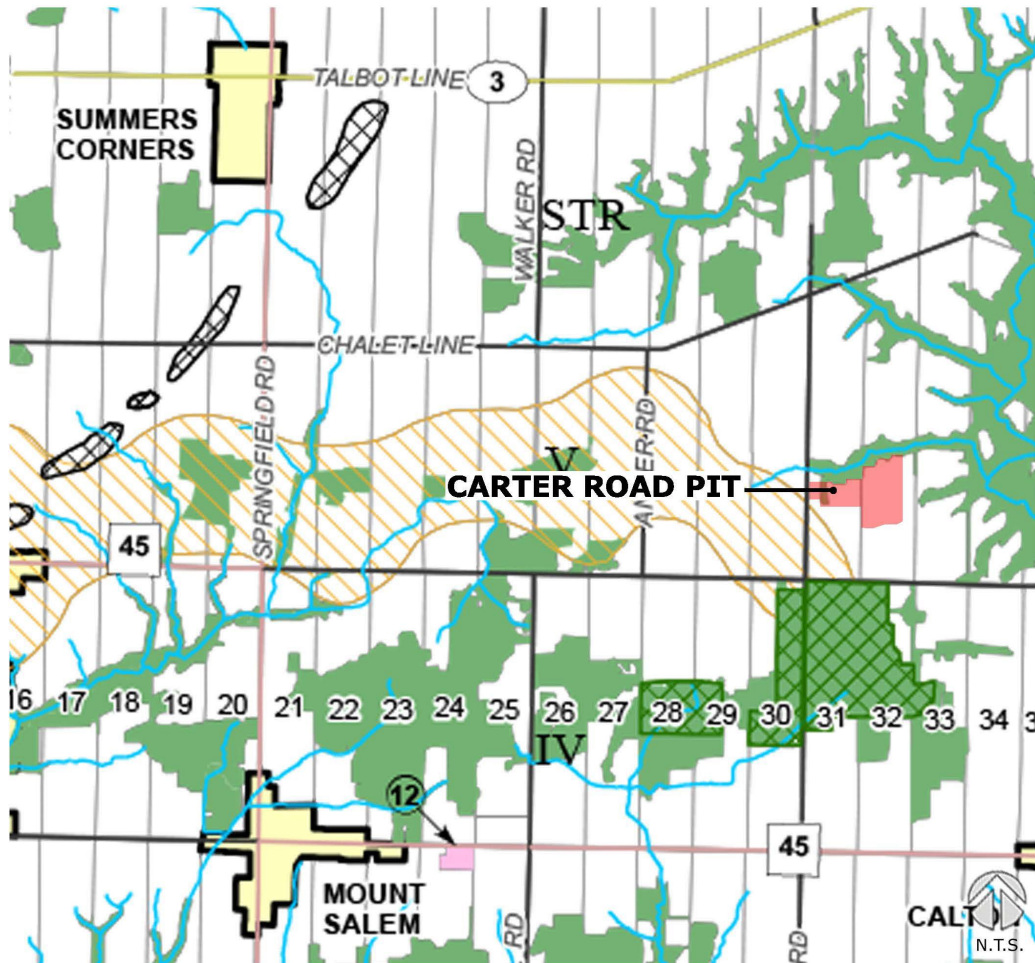
The applications for the proposed gravel pit are supported by a series of technical studies which assess the impact of the proposed operation on neighbouring residents, the natural environment, the agricultural capabilities of the land, the impact of roads and water resources. The Site Plans detail the manner in which operations will be carried out as described by the sequence of mining and progressive rehabilitation.

The operations and the rehabilitation of the pit have been designed to minimize impacts and ensure that the lands are returned to agricultural use. The Natural Heritage Report has evaluated the impacts of the proposal on significant wetlands, woodlands, fish habitat, and habitat of endangered species and

threatened species (see figure 14). The recommended mitigative measures are incorporated to ensure no negative impacts on these natural features or their functions.

In summary, the proposed pit:

- Is compatible with the surrounding landscape and reflects the importance of agricultural lands, through progressive and final rehabilitation.
- Will not have a negative impact on the natural environment.
- Has been designed to mitigate impacts on the environment and on local residents.
- Maintains the intent and purpose of the Township Official Plan policies.
- Represents wise use of resources.
- Is consistent with the policies of the Provincial Policy Statement (PPS 2020)



Township of Malahide, Official Plan, Schedule 'A1' - Land Use, January 2023

Land Use

Antonissen Trucking Inc. Carter Road Pit

LEGEND:

RESOURCE USES

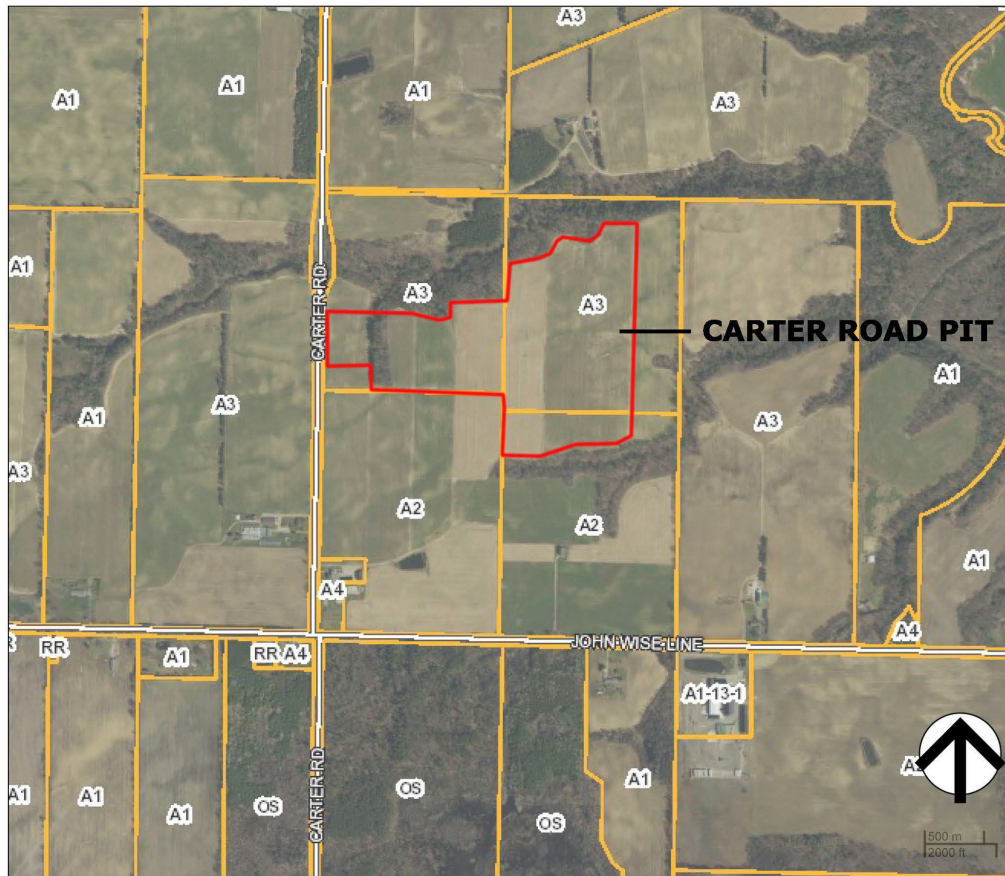
- NATURAL HERITAGE
- NATURAL GAS RESERVES
- CONSERVATION LANDS
- MINERAL AGGREGATE DEPOSITS
- AGRICULTURE

NON RESOURCE USES

- SUBURBAN AREA
- HOME BASED INDUSTRIAL PARK
- HIGHWAY COMMERCIAL
- CONSERVATION LANDS
- SPECIFIC POLICY AREAS
- MINERAL AGGREGATE OPERATION
- HAMLET
- COMMUNITY IMPROVEMENT PROJECT AREA



Figure 12



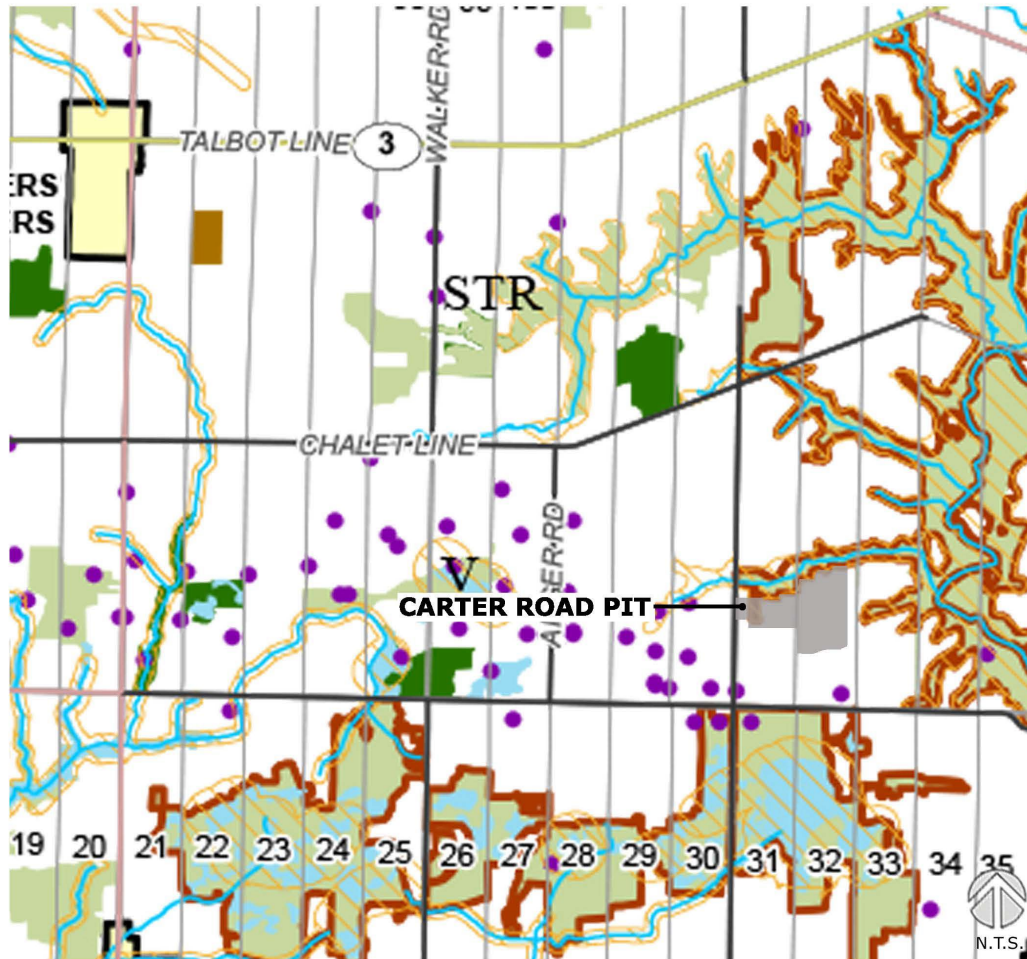
Elgin Mapping Web

Zoning Map

Antonissen Trucking Inc. Carter Road Pit



Figure
13



Township of Malahide, Official Plan, Schedule 'A2' - Constraints, January 2023

Constraints

Antonissen Trucking Inc. Carter Road Pit

LEGEND:

- Locally Significant (10-20 ha)
- Provincially Significant (20+ ha)
- Significant Wetlands
- Significant A.N.S.I.'s
- Hamlets
- Hazard Lands
- Former Waste Disposal Site
- Sewage Treatment
- Existing Petroleum Wells



Figure 14

1.3 SOURCE PROTECTION AREA

The following information is described on page 5 of the hydrogeology report: *“Based on a review of available Source Protection mapping, the site is not within any identified Well Head Protection Area (WHPA) or Intake Protection Zone (IPZ). In addition, there is no WHPA-Q area identified at or near the site. The site and surrounding lands are mapped within a Highly Vulnerable Aquifer area, likely due to the surficial geology and local depth to water table. As noted later in this report, the proposed extraction will remain well above the water table and will not disturb protective geological layers that overlay any deeper aquifer systems that may exist.”*

Surface Water

There are no surface water features within the proposed licence. The coarse, sandy soils on site have high infiltration rates and relatively little surface runoff can be expected on the site except during heavy rainfall events and spring snow melt over frozen ground. Surface drainage is either directed to the low areas or depressions within the fields and/or the adjacent water courses described below on page 4 in the hydrogeology report.

The site is located within the Big Otter Creek watershed (Long Point Region Conservation Authority). The Pirie Creek tributary flows west to east north of the proposed licence and joins Big Otter Creek approximately 615 m east of the site. The creek valley is deeply incised into the landscape. The main creek elevation varies from approximately 207 mASL near Carter Road, to 197 mASL near the northeast corner of the site.

A second (unnamed) tributary creek valley system begins at a tile drain outlet along the south edge of the site and extends eastward, wrapping around the southeast corner of the site then flowing east into the Big Otter Creek, approximately 600 m east of the site. The unnamed creek elevation varies from approximately 220 mASL at the tile drain outlet to 207 mASL along the east site boundary.

Groundwater Table

Groundwater Science Corp. was retained to complete a review of the hydrogeologic information available for the site and surrounding area and determine the groundwater table elevations on site (see Appendix A). Based on the information in the technical report, the water table within the proposed extraction areas occurs at a maximum elevation between 209 and 210 m AMSL in the south in MW1 and MW3 and 206 m AMSL in MW2 the northeast part of the site. The water table continues to slope to the northeast as shown in Figure 5 of the Groundwater Science report. The proposed maximum depth of extraction within this sand pit is well above the maximum proposed extraction depth as shown on the site plans.

1.4 QUALITY AND QUANTITY OF AGGREGATE ON SITE

The property is located within a glaciolacustrine shallow water and deltaic deposit modified by wind and consists of fine to medium sand. Refer to Ontario Geological Survey Report 220 “Quaternary Geology of the Tillsonburg Area Southern Ontario” by P.J. Barnett 1982 MNR. These sand deposits stretch from Aylmer to Simcoe along the north shore of Lake Erie. The applicant currently operates a sand pit licence

no 625026 in Part Lot 6, Concession 3 on Sparta Line. The fine to medium sand is being used extensively by the dairy industry for bedding sand. Similar licensed sand hill pit operations can be found in the sand plains of Elgin and Norfolk Counties and the Municipality of Strathroy-Caradoc.

Based on the boreholes drilled on site by Groundwater Science and the test pits dug by the applicant, the sand deposit above the high water table buffer is approximately 3 to 12 m in thickness. Using an average extraction depth for the site would equal 1.6 million m³ or a minimum of 2.5 million tonnes of sand using the standard conversion factor of 1.6 kg/m³.

1.5 MAIN HAUL ROUTES AND PROPOSED TRUCK TRAFFIC TO AND FROM SITE

The proposed entrance/exit for the pit is to use an existing farm entrance onto John Wise Line, south of the licence (see figure 15). Trucks will use an existing laneway to access the pit. Loaded truck movements will be west along John Wise Line.



Figure 15

1.6 PROGRESSIVE AND FINAL REHABILITATION

The operation of farm machinery is difficult on some of the steep, sandy slopes. The applicant plans to level the knolls on the property to make it more suitable for agricultural use, including decreasing costs and increasing productivity, as described in this section. The reduction of the steeper slopes will reduce the topography limitation on these fields. The sand hills and/or knolls will be levelled to the elevations shown on the site plans in order to reduce the steeper slopes and blend in with the grades on the surrounding fields. Rehabilitation techniques to restore 100% of the area to be extracted back to a productive agricultural use will include the following as indicated on the site plan:

- Deep ripping to eliminate compaction, where necessary
- Spreading of available on-site topsoil of and fine grading
- Spreading of manure and working into soil as a fertilizer using accepted agricultural practices
- Seeding with an appropriate grass/legume mixture
- Using accepted farming practices to restore the lands to agricultural use

Rehabilitation techniques will be similar to those successfully used by the applicant to rehabilitate the lands back to agriculture in their sand pit, licence no 625026 on Sparta Line (see figures 10 and 11).

2.0 TECHNICAL REPORTS

2.1 Hydrogeological Assessment: Groundwater Science Corp. (Appendix A)

The following is presented in the report:

“Based on the lack of anticipated impact: the baseline data set available at the site: and, the proposal to remain 8 m or more above the maximum predicted water table, we do not recommend any extraction related monitoring program for the proposed Carter Road pit.”

The following conclusions are presented in the report:

“Based on the results of the impact assessment there are no potential for significant adverse effects to groundwater and surface water resources and their uses; and there is no potential for significant impacts to local groundwater aquifers, natural environment features or water supply associated with the proposed Carter Road Pit.”

2.2 Natural Environment Level Two: Terrastory Consulting (Appendix B)

The following conclusions are presented in the report:

“Terrastory reviewed potential impacts to the documented natural heritage feature components in this NER. It is emphasized that the majority of the Site is maintained for intensive agricultural production (cash crops), and that most significant natural features are located beyond the boundaries of the Site (i.e. adjacent lands).

The site plan incorporates feature appropriate setbacks (i.e. 15 m and 10 m setbacks) from the dripline of the wooded valleylands and measures to mitigate the removal of the mixed Woodland (WOM) which forms part of the Big Otter Creek Regionally Significant Life Science ANSI. Minor removal of the Regionally Significant ANSI (which may have been incorrectly mapped, see discussion in Section 6.1) will be addressed through measures associated with creation of a Woodland Enhancement Area on tablelands north of the Pirrie Creek valleyland.

Overall, it has been determined that no negative impacts to the above-noted significant natural features will occur provided that all technical recommendations offered in Section 6.5 are implemented in full. The ARA site plan that directs and constrains pit operations incorporates all technical recommendations made herein, and provides further notes related to long-term rehabilitation of the site.”

2.3 Archaeological Assessment Stage 2: Timmins Martelle Heritage Consultants (Appendix C)

The following recommendations are stated in the report:

Should previously undocumented (i.e. unknown or deeply buried) archaeological resources be discovered, they may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed consultant archaeologist to carry out archaeological fieldwork, in compliance with Section 48(1) of the Ontario Heritage Act.

The Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33 requires that any person discovering human remains must notify the police or coroner and Crystal Forrest, A/Registrar of Burial Sites, Ontario Ministry of Government and Consumer Services. Her telephone number is 416-212-7499 and email address is Crystal.Forrest@ontario.ca

Archaeological sites recommended for further archaeological fieldwork or protection remain subject to Section 48(1) of the Ontario Heritage Act and any Archaeological sites recommended for further archaeological fieldwork or protection remain subject to Section 48(1) of the Ontario Heritage Act and not be altered, or have artifacts removed from them, except by a person holding an archaeological license.

MCM (Ministry of Citizen and Multiculturalism) entered the report into the Ontario Public Register of Archaeological Reports on September 5, 2023 and issued a letter of acceptance.

2.4 Noise Assessment Report:

A noise assessment report is not required as per the provincial standards under the Aggregate Resources Act because there are no sensitive receivers located within 150 m of the proposed extraction areas.

2.5 Site Plans: Harrington McAvan Ltd. (Appendix D)

CONCLUSION

With the investigation and planning which has been prepared to support the extraction and rehabilitation of this site, we are confident that the site plans, as prepared, adequately address and mitigate any potential adverse impacts of the proposed operation on the surrounding land uses while maximizing the after-use potential of the property. The removal of the sand hills and rehabilitation of the site will improve the lands for agricultural use. This has been successfully demonstrated in the applicant's existing pit located on Sparta Line. Based on the excellent track record of Mr. Antonissen in operating and rehabilitating their existing pit, we believe that the application for this pit should be approved.

HARRINGTON MCAVAN LTD.



BERNIE JANSSEN, B.E.S.

Principal / Aggregate Resources Specialist

BJ/wp

Statement of Qualifications

Harrington McAvan Ltd

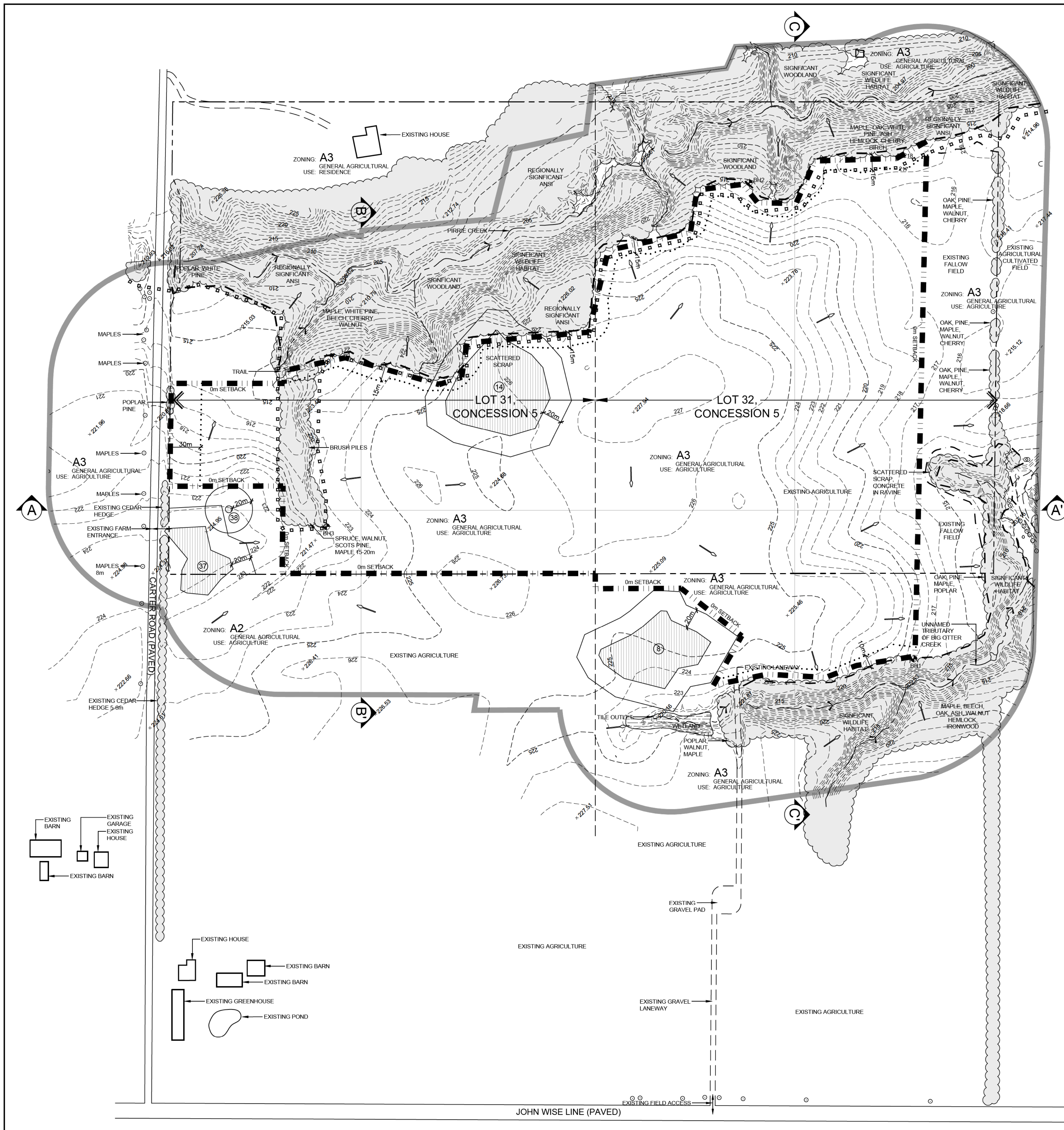
Bernie Janssen, B.E.S., Principal and Aggregate Resource Specialist

Harrington McAvan Ltd is a firm of landscape architects practicing in Ontario for the past forty-eight years. The firm has expertise in landscape architecture, earth sciences, and biology, with a focus on stream and wetland restoration and rehabilitation projects.

Harrington McAvan Ltd (previously Harrington and Hoyle Ltd.) have been producing Site Plans for aggregate licenses for the past forty years and in that time have prepared well over 150 successful plans. The firm has consulted to the Ontario Ministry of Natural Resources on a variety of legislative initiatives and was retained in 1990 to prepare the *Generic 'Class A' Site Plans* as examples of new standards required under the Aggregate Resources Act (ARA). The firm is an associate member of the Ontario Stone, Sand & Gravel Association (formerly Aggregate Producers Association of Ontario).

Mr. Bernie Janssen received his Bachelor of Environmental Studies degree from the University of Waterloo in 1983. He had over fourteen years experience working in MNR's aggregate program in the greater Toronto and London areas, dealing with plans, license applications, and reports before joining Harrington McAvan Ltd in 1997.

Mr. Janssen specializes in compliance assessments and reports under the ARA, operations planning, and aggregate resource assessment. In 1998 he was granted approval by the Ministry of Natural Resources to prepare site plans under the Aggregate Resources Act.



EXISTING FEATURES NOTES

GENERAL SITE PLAN INFORMATION

1. THIS SITE PLAN CONSIST OF 5 DRAWINGS AND MUST BE READ COLLECTIVELY.
2. ALL MEASUREMENTS SHOWN ON THIS SITE PLAN ARE IN METRES.
3. THIS SITE PLAN IS PREPARED FOR SUBMISSION TO THE MINISTRY OF NATURAL RESOURCES AND FORESTRY UNDER THE AGGREGATE RESOURCES ACT FOR A CLASS 'A' LICENCE, PIT ABOVE THE WATER TABLE.

LICENCE INFORMATION

4. APPLICANT: ANTONISSEN TRUCKING INC. 48794 SPARTA LINE AYLMER, ON N5H 2R4
5. TOTAL AREA TO BE LICENCED: 21.8 ha
TOTAL AREA TO BE EXTRACTED: 20.3 ha
TOTAL AREA TO REHABILITATED: 20.3 ha

BASE INFORMATION AND REFERENCES

6. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM TOPOGRAPHIC SURVEY PROVIDED FIRST BASE SOLUTIONS, DATED JUNE 2022. THE SITE WAS FIELD CHECKED BY HARRINGTON MCAVAN LTD., FEBRUARY 14, 2023.
7. ZONING INFORMATION OBTAINED FROM TOWNSHIP OF MALAHIDE ZONING BY-LAW NO. 18-22 AS CONSOLIDATED JANUARY 2021. PROPOSED LICENCE IS PRESENTLY ZONED A3 (AGRICULTURE). A ZBA WILL BE APPLIED FOR TO CHANGE A3 TO ME (EXTRACTIVE INDUSTRIAL).

HYDROGEOLOGICAL INFORMATION

8. HYDROGEOLOGICAL INFORMATION INCLUDING GROUNDWATER ELEVATION WAS OBTAINED FROM REPORT BY GROUNDWATER SCIENCE CORP., DATED OCTOBER 2023.
9. THE WATER TABLE ELEVATION VARIES ACROSS THE PROPERTY BETWEEN 205.92 - 209.09m ABOVE SEA LEVEL (A.S.L.).
10. THIS SITE IS LOCATED OUTSIDE OF SOURCE WATER PROTECTION AREAS, THEREFORE SOURCE WATER PROTECTION POLICIES DO NOT APPLY TO THIS SITE (REFER TO HYDROGEOLOGICAL REPORT).

TECHNICAL REPORTS

11. HYDROGEOLOGICAL INFORMATION WAS OBTAINED FROM REPORT BY GROUNDWATER SCIENCE CORP. DATED OCTOBER 2023. NO TECHNICAL RECOMMENDATIONS.
12. NATURAL ENVIRONMENT INFORMATION WAS OBTAINED FROM REPORT BY TERRASTORY ENVIRONMENTAL CONSULTING INC. DATED NOVEMBER 2023 AND COMMENT RESPONSE TO MNRF DATED APRIL 29, 2024 (REFER TO SHEET 3 OF 4 FOR TECHNICAL RECOMMENDATIONS).
13. ARCHAEOLOGICAL INFORMATION WAS OBTAINED FROM REPORT BY THMC INC. DATED MARCH 2023 (REFER TO SHEET 3 OF 4 FOR TECHNICAL RECOMMENDATIONS).

LEGEND

- 120 m BOUNDARY
- BOUNDARY OF PROPOSED LICENCE
- LOT/CONCESSION LINE
- REGULATORY SETBACK AND EXTRACTION LIMIT LINE
- PROPERTY LINE
- LPRCA REGULATED AREA BOUNDARY
- SIGNIFICANT VALLEYLAND BOUNDARY
- EXISTING FENCE
- EXISTING 5m CONTOUR LINE
- EXISTING 1m CONTOUR LINE
- EXISTING SPOT ELEVATION
- ARCHAEOLOGICAL SITE AND NUMBER (REFER TO REPORT BY TIMMINS MARTELLE HERITAGE CONSULTANTS, ...)
- LOCATION OF CROSS SECTION
- EXISTING VEGETATION
- EXISTING BUILDING AND NUMBER
- DIRECTION OF SURFACE WATER DRAINAGE
- BOREHOLE MONITORING WELL INSTALLED AUGUST 2022 BY GROUNDWATER SCIENCE.
- SMALL STREAM, AGRICULTURAL DITCH/SWALE
- FIELD ENTRANCE (NO GATES)

NO.	DATE	REVISIONS	OWNER	HW	DATE	REVISIONS	OWNER	HW
1.	MAY 2024	PER MNRF, OMAFRA, & FIRST NATIONS COMMENTS						

Pre Licence Review Site Plan Amendments

Harrington
McAvan Ltd

41 Main Street, Unit 102
Unionville, Ontario L3R 2E5
Tel: 905-294-6282 Fax: 905-294-7623
www.harringtonmccavan.com

Project Name

ANTONISSEN TRUCKING INC.

CARTER ROAD PIT

LICENCE # 626625
LICENSÉE SIGNATURE: *[Signature]*
PART LOT 31 & 32, CONCESSION 5
TOWNSHIP OF MALAHIDE (FORMER TOWNSHIP OF MALAHIDE),
COUNTY OF ELGIN

Scale 1:2000 North

0 10 50 80m

Stamp: ASSOCIATION OF LANDSCAPE ARCHITECTS ONTARIO MEMBER

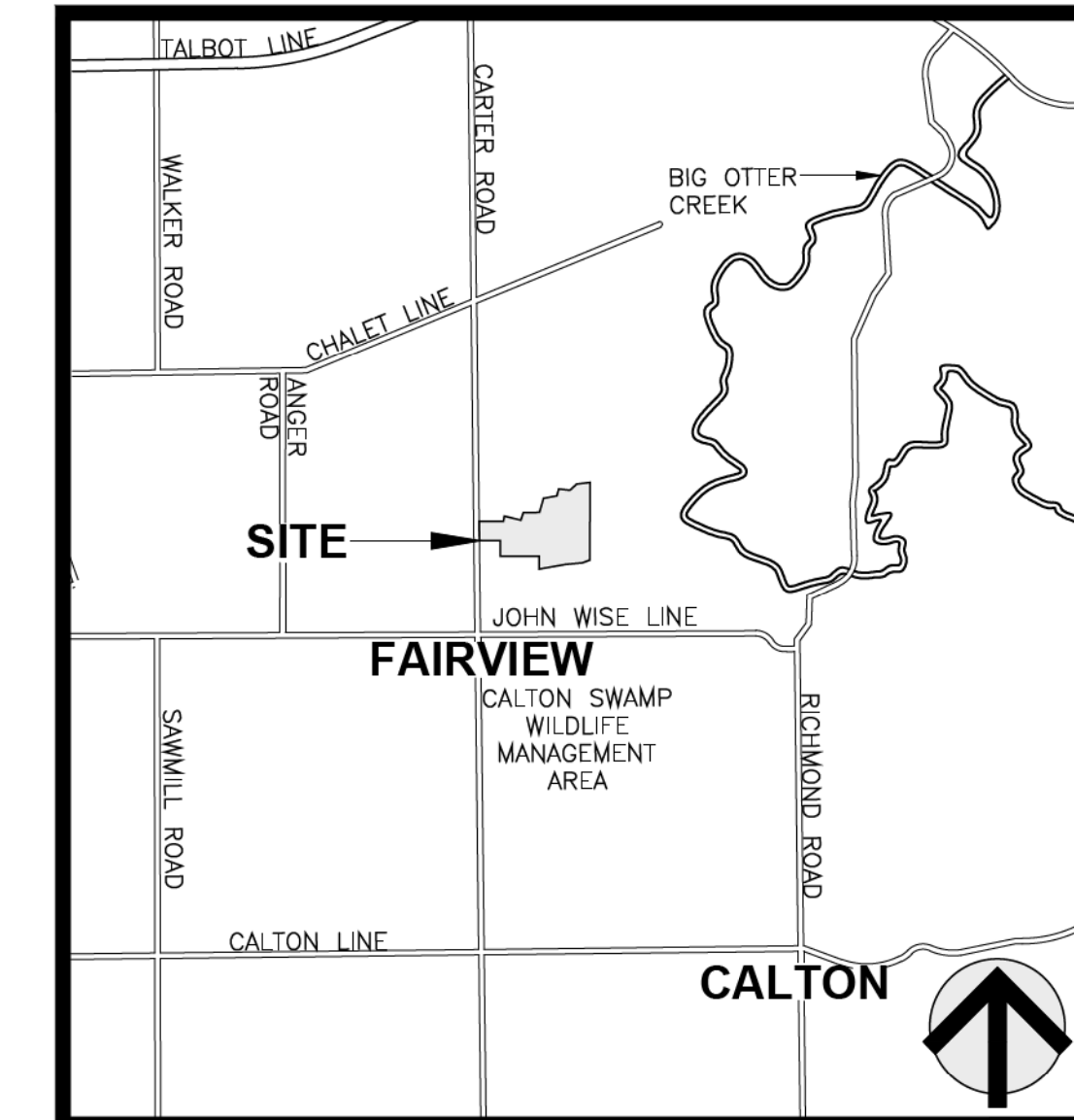
Drawing Status: SUBMITTED FOR LICENCE APPROVAL

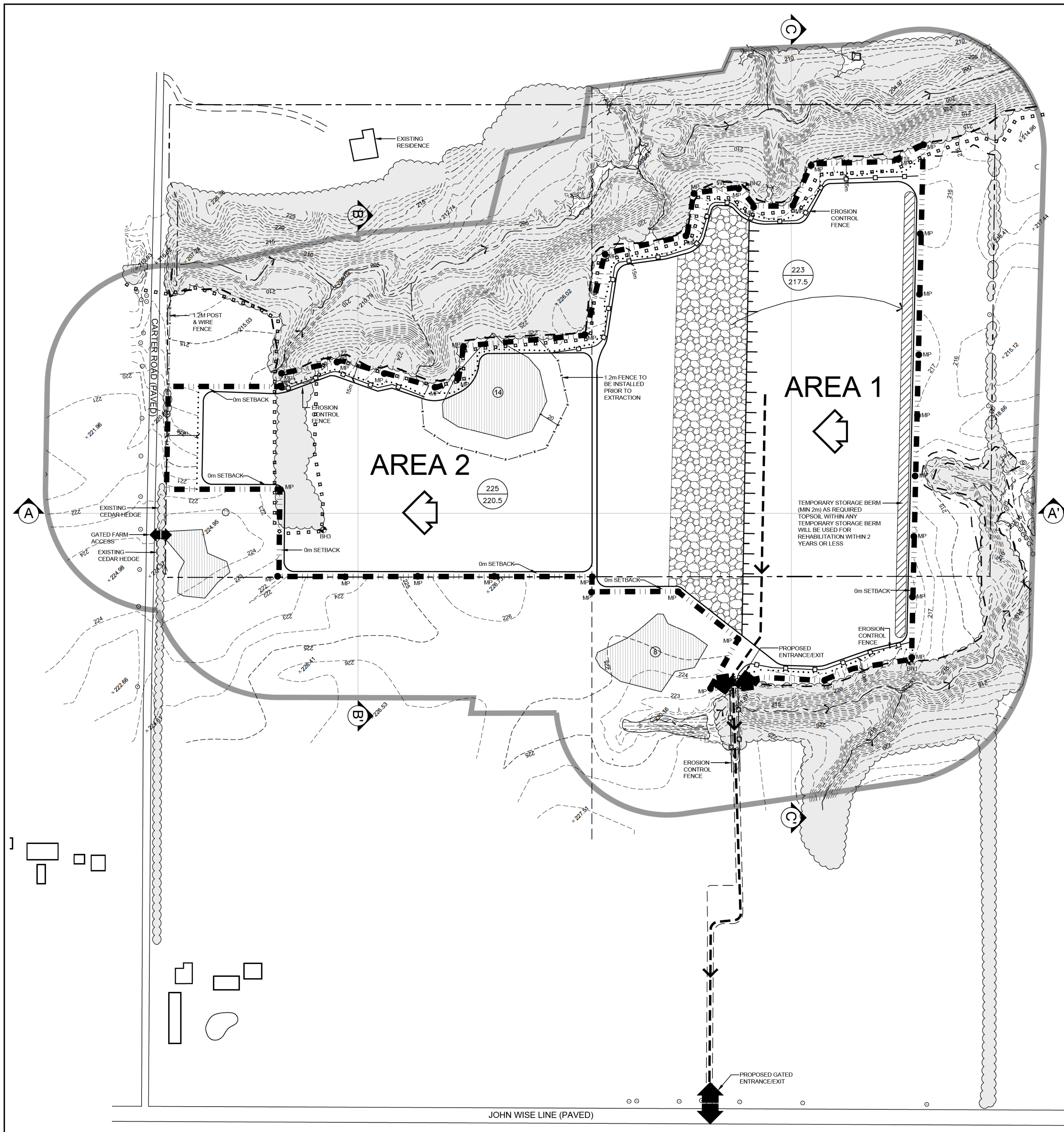
Drawn SB Checked RM/BJ Issue Date MAY 2024

Drawing Title: **EXISTING FEATURES PLAN**

Project Number: 22-08
Drawing Number: **1 OF 5**

KEY MAP





OPERATIONS NOTES

- GENERAL INFORMATION**
- THIS PLAN DEPICTS A SCHEMATIC OPERATIONS AND REHABILITATION SEQUENCE FOR THIS PROPERTY BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION. PHASES SHOWN ARE SCHEMATIC AND WILL BE OPERATED ACCORDING TO MATERIAL QUALITY, SITE HYDROLOGY AND HYDROGEOLOGY OR MARKET DEMAND. PHASES DO NOT REPRESENT ANY SPECIFIC OR EQUAL TIME PERIOD.
 - EXTRACTION SHALL FOLLOW THE SEQUENCE SHOWN. WHEN PARTIAL REHABILITATION OF A PHASE IS POSSIBLE IT SHALL BE CARRIED OUT.
 - SITE PLAN OVERRIDES ARE LISTED IN THE SITE PLAN OVERRIDE TABLE SHOWN ON THIS PAGE.
- EXTRACTION/PROCESSING/HAULING INFORMATION**
- TOTAL AREA TO BE EXTRACTED IS 20.3 HECTARES.
 - MAXIMUM NUMBER OF TONNES OF AGGREGATE TO BE REMOVED FROM THE SITE IN ANY CALENDAR YEAR IS 200,000 TONNES.
 - EXTRACTION OF SAND AND GRAVEL ABOVE WATER TABLE WILL TAKE PLACE IN ONE BENCH, WITH A MAXIMUM HEIGHT OF 8 METRES AND WILL COMPLY WITH OHS REGULATIONS REGARDING FACE HEIGHTS. THE GROUNDWATER TABLE IS ESTIMATED TO BE BETWEEN 205.92 - 209.09m ASL (SEE REPORT BY GROUNDWATER SCIENCE CORP.). FRONT END LOADERS WILL BE USED TO EXTRACT MATERIAL AND LOAD TRUCKS. REFER TO SECTIONS A-A', B-B', AND C-C' ON DRAWING 4 OF 5 FOR FURTHER DETAILS.
 - SITE ACTIVITIES WILL INCLUDE STRIPPING AND REHABILITATION, OPERATIONAL EQUIPMENT MAY INCLUDE TRUCKS, LOADERS, EXCAVATOR, BACKHOES, BULLDOZERS, SCRAPERS, AND OTHER RELATED EQUIPMENT. PROCESSING EQUIPMENT, STACKERS AND PRODUCT STOCKPILES WILL NOT EXCEED ±15 METRES IN HEIGHT AND WILL BE LOCATED CLOSE TO PIT FACES.
 - INTERNAL HAUL ROADS SHALL BE LOCATED AS REQUIRED.
 - THERE WILL BE NO AGGREGATE RECYCLING ON SITE.
 - EQUIPMENT, SCRAP AND MACHINERY ASSOCIATED WITH THE EXTRACTION OPERATIONS WILL BE REMOVED UPON COMPLETION OF EXTRACTION.
- HYDROGEOLOGICAL INFORMATION**
- THE WATER TABLE ELEVATION VARIES ACROSS THIS LICENCE FROM APPROXIMATELY 205.92 - 209.09m ABOVE SEA LEVEL (A.S.L.) BASED ON THE OCTOBER 2023 HYDROGEOLOGICAL REPORT. REFER TO SECTIONS ON SHEET 4 OF 5.
 - SURFACE DRAINAGE WILL BE DIRECTED TO LOW AREAS FOR WATER TO INFILTRATE INTO THE GRANULAR MATERIALS ON THE PIT FLOOR. THERE WILL BE NO OFF-SITE DITCHING/DISCHARGE.
- NOISE MITIGATION INFORMATION**
- HOURS OF OPERATION:
 SITE PREPARATION AND REHABILITATION: 07:00-19:00 WEEKDAYS; 07:00 - NOON SATURDAYS
 EXCAVATION AND PROCESSING: 07:00-19:00 WEEKDAYS; 07:00 - NOON SATURDAYS
 SHIPPING: 07:00-19:00 WEEKDAYS; 07:00 - NOON SATURDAYS
- AIR QUALITY INFORMATION**
- WATER WILL BE APPLIED TO INTERNAL HAUL ROADS AND PROCESSING AREAS AS OFTEN AS REQUIRED TO MITIGATE DUST.
- SITE MANAGEMENT INFORMATION**
- MAINTENANCE/PROTECTION OF VEGETATION INFORMATION**
- EXISTING VEGETATION WITHIN THE LICENCED AREA SHALL BE MAINTAINED IN A HEALTHY VIGOROUS GROWING CONDITION UNTIL SEQUENTIAL STRIPPING BEGINS OR UNTIL THE REHABILITATION IS COMPLETE. ANY VEGETATION PLANTED AS PART OF SITE IMPROVEMENTS OR PROGRESSIVE AND FINAL REHABILITATION WILL ALSO BE MAINTAINED IN A HEALTHY, VIGOROUS GROWING CONDITION. TREES WITHIN TREE SCREENS SHALL BE REPLACED IF REQUIRED.
- FENCING INFORMATION**
- BOUNDARIES OF THE AREA TO BE LICENCED THAT ARE PRESENTLY FENCED ARE SHOWN ON DRAWING 1 OF 5 EXISTING FEATURES. PRIOR TO ANY STRIPPING OR PREPARATION, FENCING ALONG CARTER ROAD (WHERE SHOWN) WILL BE UPGRADED TO 1.2m HIGH WIRE TO COMPLY WITH THE AGGREGATE POSTS AT INTERVARIABLE INTERVALS.
 - TEMPORARY FENCING SHALL BE INSTALLED AROUND AREA WITH ACTIVE OPERATIONS AND SHALL TIE INTO THE WOODLANDS TO PREVENT INADVERTENT PUBLIC ACCESS INTO SITE.
 - SILT/EROSION CONTROL FENCING WILL BE INSTALLED ALONG THE HAUL ROAD THROUGH THE FORESTED AREA PRIOR TO EXTRACTION AND INSTALLED ONCE STRIPPING OCCURS WITHIN 50m OF THE NATURAL FEATURES.
 - PROTECTIVE FENCING SHALL BE INSTALLED AROUND THE ARCHAEOLOGICAL SITE PRIOR TO EXTRACTION.
 - ALL FENCING SHALL BE MAINTAINED AS REQUIRED.
- TOPSOIL/SUBSOIL/OVERBURDEN STORAGE INFORMATION**
- TOPSOIL AND OVERBURDEN SHALL BE STRIPPED AND STORED SEPARATELY IN BERMS WHERE SHOWN AND IN THE STOCKPILING AREA AS SHOWN.
- BERM**
- BERMS SHALL NOT EXCEED 2:1 AND SHALL BE A MINIMUM OF 2m IN HEIGHT. REFER TO TYPICAL BERM CROSS SECTION ON DRAWING 4 OF 5 DETAILS AND SECTIONS. ALL BERMS SHALL BE SEEDED (USING GRASS/LEGUME MIXTURE. SEE REHABILITATION PLAN, NOTE #7) IMMEDIATELY UPON COMPLETION TO MINIMIZE NOISE, DUST AND EROSION. ALL BERMS SHALL BE MAINTAINED.
- ON COMPLETION OF THE BERMS, EXCESS ON-SITE OVERBURDEN WILL BE USED TO PROGRESSIVELY BACKFILL AND REHABILITATE THE SITE. TOPSOIL CAN BE TEMPORARILY STOCKPILED ON THE PIT FLOOR.**
- SCRAP STORAGE AND TREE/STUMP DISPOSAL INFORMATION**
- ALL SCRAP AND USED MACHINERY GENERATED THROUGH THE OPERATIONS WITHIN THIS LICENCE WILL BE REMOVED FROM THE SITE ON AN ONGOING BASIS. STUMPS/WOODY MATERIAL MAY BE CHIPPED AND USED FOR SOIL ENHANCEMENT DURING PROGRESSIVE REHABILITATION. TREES WILL BE HARVESTED AND SOLD AS LUMBER OR UTILIZED FOR FIREWOOD AND/OR THEIR BEST USE. UPON COMPLETION OF EXTRACTION, ALL SCRAP EQUIPMENT AND USED MACHINERY SHALL BE REMOVED.
- PETROLEUM STORAGE INFORMATION**
- FUEL, OIL, RADIATOR AND HYDRAULIC FLUID, AND OTHER CHEMICALS NEEDED FOR THE MAINTENANCE AND FUNCTIONING OF ON-SITE AGGREGATE PROCESSING EQUIPMENT SHALL BE STORED OFF SITE. ALL SPILLS TO THE ENVIRONMENT MUST BE REPORTED TO THE SPILLS ACTION CENTRE OF MECP. ANY SPILL SHALL BE REMOVED AND DISPOSED OF AT AN APPROPRIATE MECP APPROVED FACILITY.
- ARCHAEOLOGICAL SITE INFORMATION**
- SITE 14 AND A 20 m BUFFER MUST BE SURROUNDED WITH PERMANENT FENCING. ERECTION OF THE FENCING SHALL BE MONITORED BY A LICENSED ARCHAEOLOGIST. PER TECHNICAL RECOMMENDATIONS PAGE 3 OF 5, THE FENCE SHALL REMAIN THROUGHOUT THE LIFE OF THE LICENCE OR UNTIL SUCH A TIME AS IT HAS BEEN COMPLETELY EXCAVATED TO THE SATISFACTION OF THE MINISTRY OF TOURISM, CULTURE AND SPORT (MCTS). NO MACHINE TRAVEL OR GROUND DISTURBANCE CAN OCCUR WITHIN THE FENCED AREA INCORPORATING THE SITE AND ITS PROTECTIVE BUFFER UNTIL SUCH A TIME AS THE SITE HAS BEEN SUBJECT TO FURTHER INVESTIGATION AND A REPORT FOR MCTS HAS BEEN ACCEPTED INTO THE PROVINCIAL REGISTRAR.

LEGEND

- 120m INFORMATION BOUNDARY
- BOUNDARY OF PROPOSED LICENCE
- LOT/CONCESSION LINE
- REGULATORY SETBACK AND EXTRACTION LIMIT LINE
- PROPERTY LINE
- SIGNIFICANT VALLEY LAND BOUNDARY
- LPRCA REGULATED AREA BOUNDARY
- EXISTING FENCE
- EXISTING 5m CONTOUR LINE
- EXISTING 1m CONTOUR LINE
- EXISTING SPOT ELEVATION
- ARCHAEOLOGICAL SITE AND NUMBER (REFER TO REPORT BY TIMMINS MARTELLE HERITAGE CONSULTANTS, MARCH 2023)
- LOCATION OF CROSS SECTION
- EXISTING VEGETATION
- EXTRACTION FACE
- BERM (MIN. HEIGHT AS SHOWN)
- UNDISTURBED AREA
- AREA STRIPPED OF TOPSOIL AND OVERBURDEN
- EXISTING WETLAND
- SILT FENCE
- EXISTING BUILDING
- BH1 BOREHOLE MONITORING WELL INSTALLED AUGUST 2022 BY GROUNDWATER SCIENCE.
- SMALL STREAM, AGRICULTURAL DITCH/SWALE
- ENTRANCE/EXIT
- DIRECTION OF EXTRACTION
- DIRECTION OF TOPSOIL AND OVERBURDEN MOVEMENT
- PRODUCT TRANSPORTATION VIA HAUL ROAD
- EXISTING ELEVATION
- PROPOSED ELEVATION
- PROPOSED MARKER POST
- GATED ACCESS

SITE PLAN VARIANCES

THE FOLLOWING CONDITIONS ILLUSTRATED ON THESE PLANS VARY FROM THE OF THE PROVINCIAL STANDARDS MADE UNDER THE AGGREGATE RESOURCES ACT

ITEM	SECTION
1. THE SETBACK IS REDUCED TO 0m ALONG THE EAST, SOUTH AND NORTH FROM CARTER ROAD TO THE FORESTED AREA; ADJACENT LAND IS OWNED BY LICENSEE.	0.13(1)(10)
2. A GATE WILL BE OMITTED AT THE ENTRANCE/EXIT ON THE LICENCE BOUNDARY. A GATED ENTRANCE/EXIT WILL BE LOCATED ON ADJACENT LAND OWNED BY LICENSEE ON JOHN WISE LINE.	0.13(1)(1)
3. STOCKPILING MAY OCCUR WITHIN THE 30m OF THE NORTH, EAST, AND SOUTH BOUNDARY; ADJACENT LAND IS OWNED BY LICENSEE.	0.13(1)(3)
4. FENCING WILL BE OMITTED ALONG THE NORTH, EAST, AND SOUTH BOUNDARIES; ADJACENT LAND IS OWNED BY LICENSEE AND SITE IS INACCESSIBLE DUE TO TOPOGRAPHY, VEGETATION AND IS WELL SETBACK FROM SURROUNDING ROADS. THE WEST LICENCE BOUNDARY AND FROM THE NORTHWEST CORNER TO FORESTED AREA SHALL BE FENCED TO PREVENT ACCESS.	0.13(1)(3)

NO.	DATE	REVISIONS	OWNER	HW	DATE	NO.	DATE	REVISIONS	OWNER	HW	DATE
1.	MAY 2024	PER MNRF, OMAFRA, & TWP OF MALAHIDE COMMENTS									

Pre Licence Review Site Plan Amendments

Harrington McAvan Ltd
 41 Main Street, Unit 102
 Unionville, Ontario L3R 2E5
 Tel: 905-294-2282 Fax: 905-294-7223
 www.harringtonmcavan.com

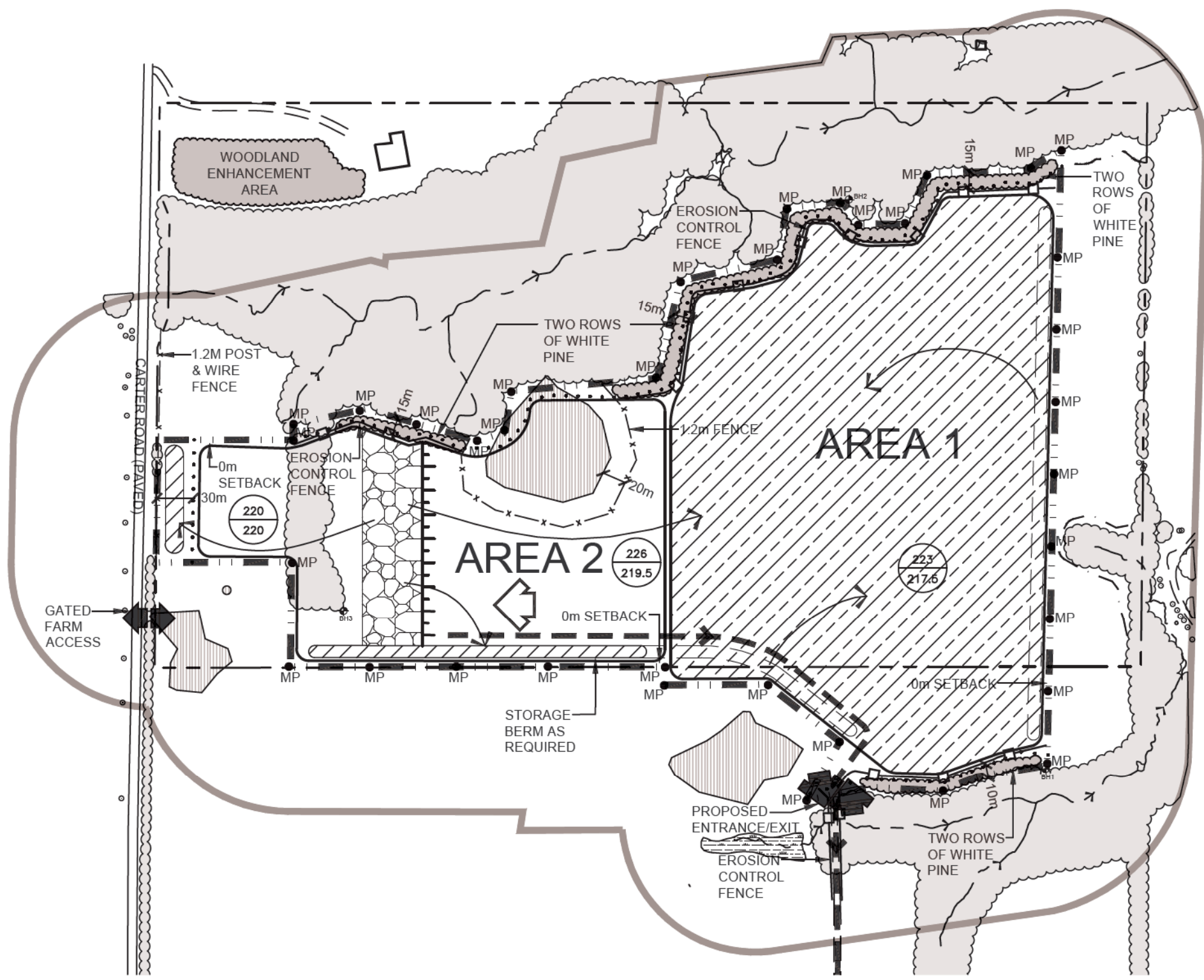
Project Name
ANTONISSEN TRUCKING INC.
CARTER ROAD PIT

LICENCE # 626625
 LICENSEE SIGNATURE: *[Signature]*
 PART LOT 31 & 32, CONCESSION 5
 TOWNSHIP OF MALAHIDE (FORMER TOWNSHIP OF MALAHIDE), COUNTY OF ELGIN

Scale 1:2000 North Stamp
 Drawing Status FOR LICENCE APPROVAL
 Drawn SB Checked RM/BJ Issue Date MAY 2024
 Drawing Title OPERATIONAL PLAN PHASE A
 Project Number 22-08
 Drawing Number 2 OF 5

PHASE A PHASE A NOTES

- ESTABLISH THE ENTRANCE EXIT AND HAUL ROAD INTO THE SITE AT JOHN WISE LINE, ACCORDING TO THE APPROPRIATE MUNICIPAL STANDARDS.
- PRIOR TO ANY ON SITE OPERATIONS, CONSTRUCT OR UPGRADE THE FENCING ALONG CARTER ROAD TO THE STANDARDS OF THE AGGREGATE RESOURCES ACT (1.2m HIGH WIRE FENCE), WHERE SITE PLAN VARIANCES ARE NOTED, INSTALL MARKER POSTS, STAKE LIMITS OF EXTRACTION IN AREA 1, INSTALL EROSION CONTROL FENCE ALONG THE HAUL ROAD AS SHOWN. ALL FENCING SHALL BE MAINTAINED.
- CONSTRUCT THE HAUL ROAD THROUGH AREA 1 AND STORE STRIPPED TOPSOIL AND OVERBURDEN IN STORAGE BERM AS SHOWN.
- PRIOR TO EXTRACTION IN AREA 1, STRIP TOPSOIL AND OVERBURDEN SEPARATELY AND STORE MATERIALS IN STORAGE BERM AS REQUIRED, EXCESS MATERIAL MAY BE STOCKPILED ON PIT FLOOR.
- BEGIN EXTRACTION OF AREA 1 IN DIRECTION SHOWN. STOCKPILING AREA MAY BE TEMPORARILY LOCATED NEAR THE PIT FACE DURING THE INITIAL EXCAVATION OF AGGREGATE.
- UNDISTURBED PORTIONS OF AREAS 1 AND 2 REMAIN IN AGRICULTURAL USE AND OPEN SPACE.
- MAINTAIN ALL VEGETATION IN A HEALTHY, VIGOROUS GROWING CONDITION



PHASE B
PHASE B NOTES

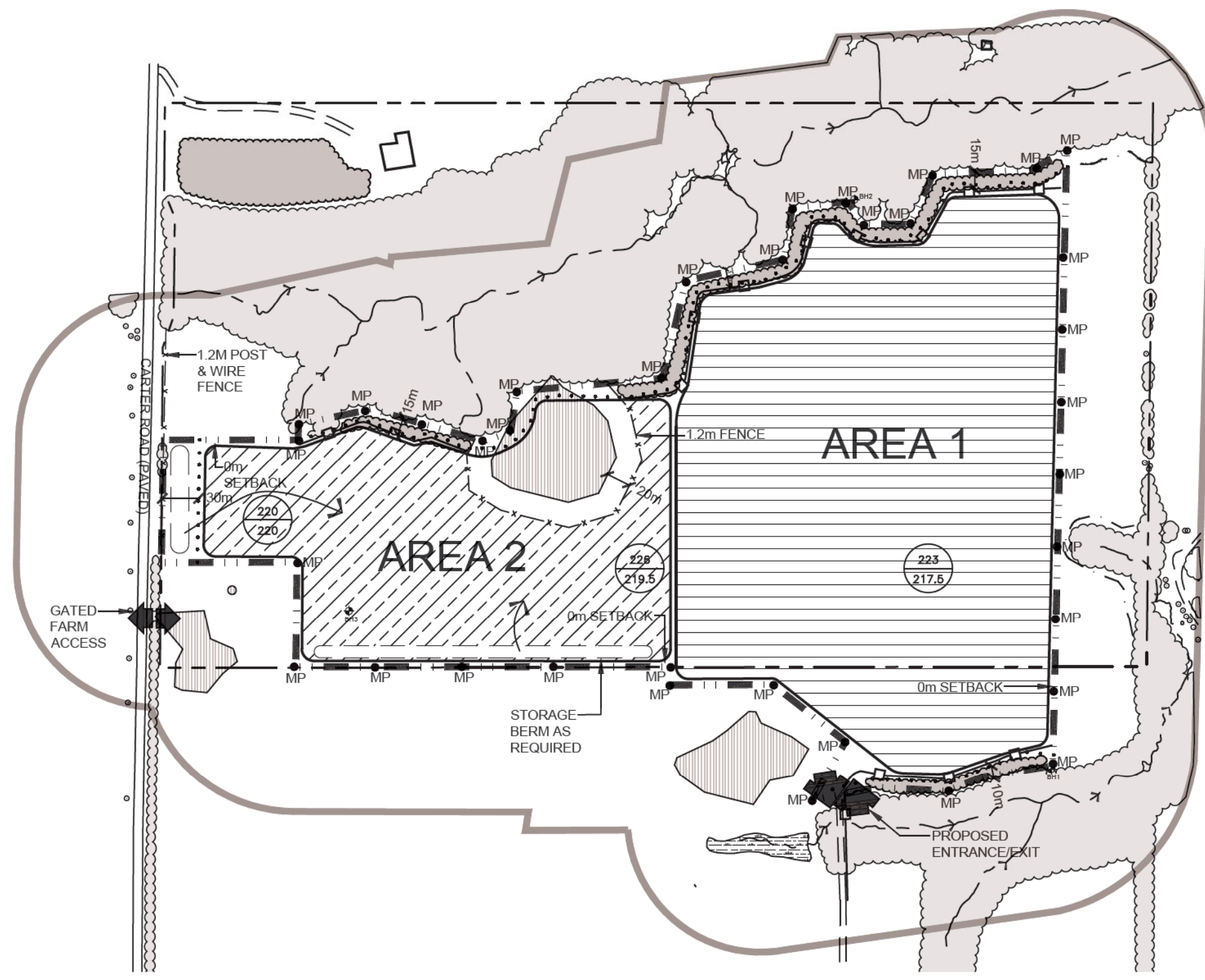
- BEGIN PROGRESSIVE REHABILITATION OF AREA 1 ONCE EXTRACTED AREA IS MAXIMUM 3 HA, USING STRIPPED TOPSOIL, OVERBURDEN AND MATERIAL STORED IN TEMPORARY EAST BERM.
- COMPLETE EXTRACTION OF AREA 1.
- PRIOR TO EXTRACTION IN AREA 2, STRIP TOPSOIL AND OVERBURDEN SEPARATELY AND USE TO CONTINUE REHABILITATION OF AREA 1. A MAXIMUM OF 3 HA OF EXTRACTED AREA SHALL BE OPEN AT ANY ONE TIME. EXCESS MATERIAL MAY BE STORED STORAGE BERMS AS REQUIRED AND STOCKPILED ON PIT FLOOR.
- BEGIN EXTRACTION OF AREA 2 IN DIRECTION SHOWN. STOCKPILING AREA MAY BE TEMPORARILY LOCATED NEAR THE PIT FACE DURING THE INITIAL EXCAVATION OF AGGREGATE.
- PER TECHNICAL RECOMMENDATIONS (THIS PAGE), PRIOR TO REMOVAL OF TREADED AREA IN AREA 2:
 - INSTALL BAT BOXES
 - PLANT TWO ROWS OF WHITE PINE IN DRIPLINE SETBACKS
 - PLANT WOODLAND ENHANCEMENT AREA PER TECHNICAL RECOMMENDATIONS (THIS PAGE)
- UNDISTURBED PORTION OF AREA 2 REMAINS IN AGRICULTURAL USE.
- MAINTAIN ALL VEGETATION IN A HEALTHY, VIGOROUS GROWING CONDITION

PHASE C
PHASE C NOTES

- BEGIN PROGRESSIVE REHABILITATION OF AREA 2, USING STRIPPED TOPSOIL, OVERBURDEN, AND MATERIAL STORED IN TEMPORARY BERMS A MAXIMUM OF 3 HA OF EXTRACTED AREA SHALL BE OPEN AT ANY ONE TIME.
- COMPLETE EXTRACTION OF AREA 2.
- MAINTAIN ALL VEGETATION IN A HEALTHY, VIGOROUS GROWING CONDITION

PHASE D NOT SHOWN
PHASE D NOTES

- REMOVE ALL SCRAP AND EQUIPMENT.
- COMPLETE REHABILITATION OF ALL REMAINING AREAS INCLUDING INTERNAL HAUL ROADS USING MATERIAL STORED IN BERMS.
- REHABILITATION WILL BE TO AGRICULTURE.



TECHNICAL RECOMMENDATIONS

THE FOLLOWING ARE THE TECHNICAL RECOMMENDATIONS FROM ALL OF THE EXPERTS' REPORTS AS OF NOVEMBER 2023. ADDITIONAL RECOMMENDATIONS MAY BE INCLUDED AS A RESULT OF THE LICENCE REVIEW PROCESS.

NATURAL ENVIRONMENT REPORT - TERRASTORY ENVIRONMENTAL CONSULTING INC. - DATED NOVEMBER 2023

NATURAL FEATURE SETBACKS
1. EXTRACTION AND OTHER OPERATIONAL ACTIVITIES AND DISTURBANCES ARE PROHIBITED WITHIN 15m FROM THE DRIPLINE OF THE SIGNIFICANT WOODLAND TO THE NORTH, AND WITHIN 10m FROM THE DRIPLINE OF OTHER WOODED AREAS TO THE SOUTH.

- THE DRIPLINE SETBACKS WILL BE WELL-MARKED (I.E., STAKED) UNDER THE DIRECTION OF A QUALIFIED ECOLOGIST PRIOR TO THE COMMENCEMENT OF ADJACENT PIT OPERATIONS.
- THE DRIPLINE SETBACKS WILL BECOME NATURAL, SELF-SUSTAINING VEGETATION (I.E., NO VEGETATION MAINTENANCE OR HUMAN ACTIVITIES).
- TWO (2) CONTINUOUS ROWS OF EASTERN WHITE PINE (PINUS STROBUS) WILL BE PLANTED WITHIN THE 15M SETBACK FROM THE DRIPLINE OF THE DECIDUOUS WOODLOT AT A SPACING OF 3m ON CENTRE SO THAT THE AMOUNT OF EASTERN WHITE PINE TO BE PLANTED WILL BE SUFFICIENT TO ENSURE THAT NOISE AND DUST ARE MITIGATED (LIMITED PREVENTED) FROM REACHING THE SIGNIFICANT WOODLAND.

EROSION AND SEDIMENT CONTROL
5. EROSION AND SEDIMENT CONTROL MEASURES (E.G., SILT FENCING) WILL BE INSTALLED OUTSIDE OF THE DRIPLINE SETBACKS AND ALONG THE HAUL ROUTE PRIOR TO THE COMMENCEMENT OF SITE PREPARATION.

WOODLAND REMOVAL
6. ANY NECESSARY REMOVAL OF VEGETATION TO SUPPORT PIT OPERATIONS WILL BE COMPLETED OUTSIDE THE PRIMARY BIRD NESTING AND BAT ACTIVITY PERIODS (I.E., TO BE COMPLETED BETWEEN OCTOBER 1 AND MARCH 31).

- A WOODLAND ENHANCEMENT AREA TOTALING A MINIMUM OF 0.70 HA IN SIZE WILL BE PLANTED IN NATIVE TREES AND IS TO BECOME NATURAL, SELF-SUSTAINING VEGETATION (NO MOW).
- ONE (1) ROCKET BOX TO OFFER BAT ROOSTING HABITAT WILL BE INSTALLED WITHIN THE WOODLAND ENHANCEMENT AREA.

HAUL ROUTE
9. THE EXISTING ACCESS ROUTE THROUGH THE SOUTHERN WOODED VALLEYLAND WILL BE MAINTAINED AND/OR UPGRADED (AS NEEDED) TO ENSURE THE CROSSING IS STABLE AND THAT SILT-ADDED RUNOFF IS PROHIBITED FROM ENTERING THE ADJACENT VALLEYLAND AND/OR TRIBUTARY.
10. EXISTING TREES AND WOODLAND VEGETATION ON THE EAST SIDE OF THE EXISTING ACCESS ROUTE THROUGH THE SOUTHERN WOODED VALLEYLAND WILL BE MAINTAINED (NO VEGETATION REMOVALS ARE PERMITTED).

LIGHTING
11. ANY NECESSARY LIGHTING TO SUPPORT PIT OPERATIONS WILL BE DIRECTED AWAY FROM THE WOODED VALLEYLANDS (I.E., TOWARDS THE WEST) TO THE EXTENT PRACTICABLE.

WOODLAND PLANTING ENHANCEMENTS
SITE PREPARATION
1. A QUALIFIED PROFESSIONAL WILL REVIEW THE SITE WITH THE CONTRACTOR TO CLARIFY THE REQUIREMENTS OF THIS PLAN (AS NEEDED) AND CONFIRM PLANTING LOCATIONS.
2. PLANTING AREAS WILL BE PREPARED BY ELIMINATING UNEVEN AREAS AND LOW SPOTS TO CREATE A UNIFORM SURFACE, REMOVING WEEDS TO THE EXTENT ACHIEVABLE (WHERE PRESENT), AND REMOVING BRANCHES AND STONES IN EXCESS OF 25mm (WHERE PRESENT).

WOODY PLANT INSTALLATIONS AND MAINTENANCE
3. ALL INSTALLED WOODY PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE CANADIAN NURSERY STOCK STANDARD (6TH ED.) OF THE CANADIAN NURSERY LANDSCAPE ASSOCIATION.

- TREES TO BE PLANTED WILL BE SELECTED FROM THE FOLLOWING SPECIES (MIN. THREE SEPARATE SPECIES TO BE PLANTED):
 - Black Cherry (Prunus serotina)
 - Eastern Cottonwood (Populus deltoides)
 - Eastern White Pine (Pinus strobus)
 - Red Oak (Quercus rubra)
 - Trembling Aspen (Populus tremuloides)

- TREES ARE TO BE SPACED AT MIN. FIVE (5) m ON CENTRE AND MAY BE PLACED IN PODPLANTING NODES.
- CULTIVARS ARE TO BE AVOIDED.
- PLANTINGS ARE TO BE INSTALLED BY A QUALIFIED PROFESSIONAL BETWEEN MARCH 1 AND MAY 31 OR SEPTEMBER 15 AND OCTOBER 31.
- ALL PLANTINGS ARE TO BE FIELD-FIT (E.G., AROUND EXISTING VEGETATION TO BE RETAINED) AS DIRECTED BY A QUALIFIED PROFESSIONAL.
- ALL PLANTINGS ARE TO INCLUDE A THIN LAYER OF MULCH (I.E., 5-7 cm) SPREAD AROUND THEIR BASE TO A RADIUS OF APPROXIMATELY 30 CM. NO MULCH WILL CONTACT THE TRUNK/ROOT FLARE.
- ALL WOODY PLANTINGS SHALL HAVE AN APPLICATION OF "SKOOT" OR (APPROVED EQUIVALENT RODENT CONTROL TREATMENT), TO BE APPLIED AT THE END OF OCTOBER, FOLLOWING MANUFACTURER'S DIRECTIONS FOR APPLICATION.
- WATER PLANTINGS DURING DRY PERIODS WITH LOW RAINFALL.
- TEND PLANTINGS (E.G., CONTROL WEEDS) FOLLOWING INSTALLATION (AS NEEDED) OTHER ENHANCEMENT MEASURES.
- WOODY DEBRIS TANGLES CONSISTING OF COARSE WOODY DEBRIS (STUMPS, LOGS, ETC.) GENERATED FROM REMOVAL OF TREES ON-SITE WILL BE PLACED WITHIN THE LOCATIONS SPECIFIED.

VERIFICATION
23. INSTALLED TREES WILL BE REVIEWED ON-SITE BY A QUALIFIED PROFESSIONAL DURING OR IMMEDIATELY FOLLOWING INSTALLATION AND APPLICATION TO VERIFY CONSISTENCY WITH THE COMPOSITION, DENSITY, SIZE, AND QUANTITY REQUIREMENTS AS SPECIFIED HEREIN. DEFICIENCIES WILL BE RECTIFIED AS SOON AS POSSIBLE.

- A LETTER CERTIFYING THAT THE RESTORATION ELEMENTS AND TREE INSTALLATIONS HAVE BEEN UNDERTAKEN CONSISTENT WITH THIS PLAN (WITH ANY DEFICIENCIES RECTIFIED) WILL BE PROVIDED TO THE MNR BY THE FOLLOWING JANUARY 31.
- PLANT INSTALLATIONS WILL BE GUARANTEED FOR 24 MONTHS FOLLOWING INSTALLATION. TREES/SHRUBS FOUND DURING THIS TIME TO BE DEAD OR DYING THAT ARE IN EXCESS OF 20% OF THE OVERALL PLAN MUST BE REPLACED WITH EQUIVALENT PLANT MATERIAL.
- A LETTER CERTIFYING THE PLANT INSTALLATIONS HAVE BEEN MONITORED AT THE CONCLUSION OF THE 24-MONTH WARRANTY PERIOD (WITH ANY DEFICIENCIES RECTIFIED) WILL BE PROVIDED TO MNR BY JANUARY 31.

ARCHAEOLOGICAL ASSESSMENT - TMHC - DATED MARCH 2023

LOCATION 14 (AEIF-04) IS A SMALL INDIGENOUS SITE WITH NO CONFIRMED CULTURAL OR TEMPORAL AFFILIATION AS THE SITE MEETS THE ESTABLISHED CRITERIA FOR FURTHER ASSESSMENT AND RETAINS ADDITIONAL CHVI UNDER THE PROVINCIAL FRAMEWORK. IT IS RECOMMENDED FOR STAGE 3 ASSESSMENT. IN CONSULTATION WITH THE PROPONENT, LOCATION 14 (AEIF-04) WILL BE PROTECTED WITHIN THE LICENSED AREA TO ALLOW FOR THE POTENTIAL TO CONDUCT THE REQUIRED ARCHAEOLOGICAL WORK AT A LATER DATE.

- THE SITE WILL BE PROTECTED BY THE ERECTION OF A POST AND WIRE FENCE UNDER THE SUPERVISION OF A LICENSED ARCHAEOLOGIST THAT WILL BE ERECTED MINIMALLY ALONG THE 20 M PROTECTIVE SITE BUFFER.
- THIS PROTECTED AREA WILL BE CLEARLY DEPICTED ON THE SITE OPERATION PLANS, AND NO MACHINE TRAVEL OR GROUND DISTURBANCE CAN OCCUR WITHIN THE PROTECTED AREA UNTIL FURTHER ARCHAEOLOGICAL WORK HAS OCCURRED.

LEGEND

	120m INFORMATION BOUNDARY		EXISTING BUILDING
	BOUNDARY OF PROPOSED LICENCE		BOREHOLE MONITORING WELL INSTALLED AUGUST 2022 BY GROUNDWATER SCIENCE.
	LOT/CONCESSION LINE		SMALL STREAM, AGRICULTURAL DITCH/SWALE
	REGULATORY SETBACK AND EXTRACTION LIMIT LINE		ENTRANCE/EXIT
	PROPERTY LINE		DIRECTION OF EXTRACTION
	EXISTING FENCE		DIRECTION OF TOPSOIL AND OVERBURDEN MOVEMENT
	ARCHAEOLOGICAL SITE AND NUMBER (REFER TO REPORT BY TIMMINS MARTELLE HERITAGE CONSULTANTS, MARCH 2023)		PRODUCT TRANSPORTATION VIA HAUL ROAD
	EXISTING VEGETATION		EXISTING ELEVATION
	EXTRACTION FACE		PROPOSED ELEVATION
	BERM (MIN. HEIGHT AS SHOWN)		PROPOSED MARKER POST
	UNDISTURBED AREA		PROPOSED VEGETATION
	AREA STRIPPED OF TOPSOIL AND OVERBURDEN		EXISTING WETLAND
	SILT FENCE		
	GATED FARM ACCESS		
	PROGRESSIVE REHABILITATION		
	FINAL REHABILITATION		

NO.	DATE	REVISIONS	OWNER	HW	WHR	NO.	DATE	REVISIONS	OWNER	HW	WHR
1.	MAY 2024	PER MNR AND OMAFRA COMMENTS									

Pre Licence Review Site Plan Amendments

Harrington
McAvan Ltd

41 Main Street, Unit 102
Unionville, Ontario L3R 2E5
Tel: 905-294-6282 Fax: 905-294-7623
www.harringtonmcavan.com

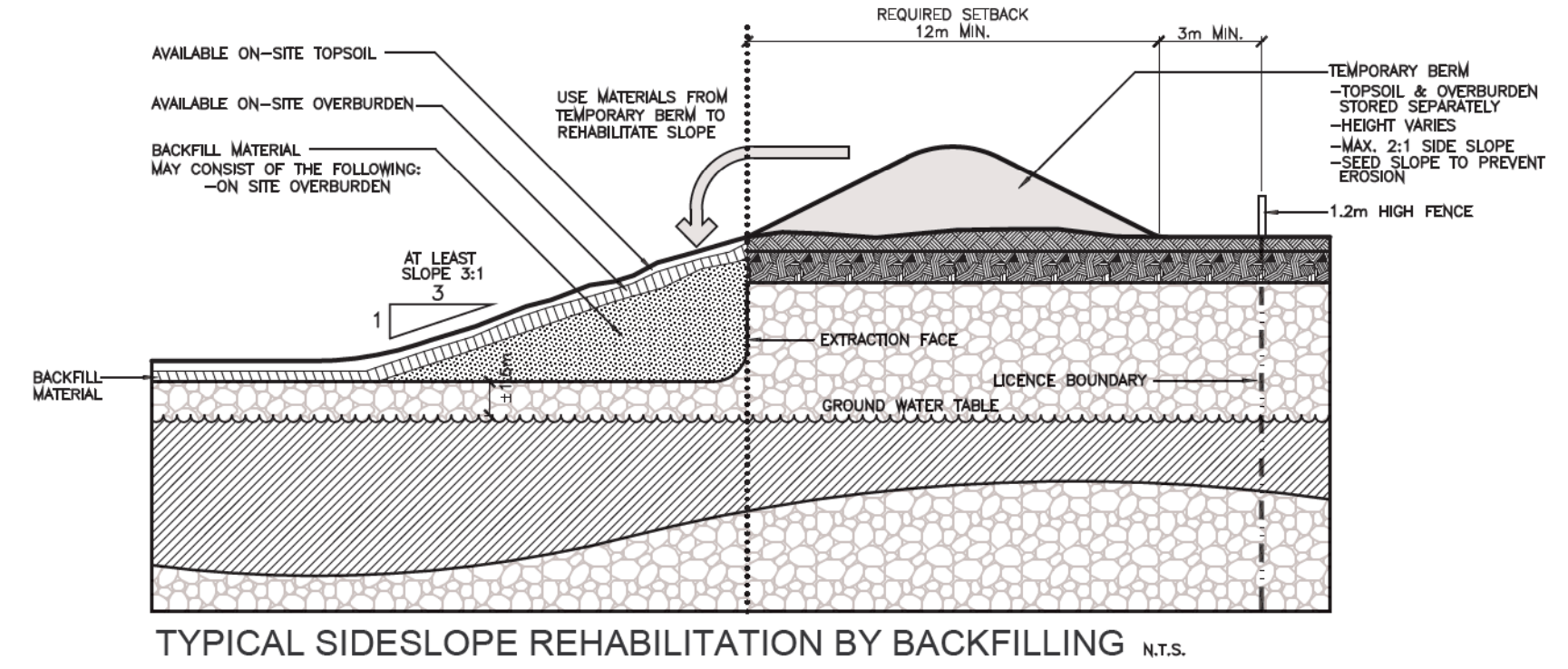
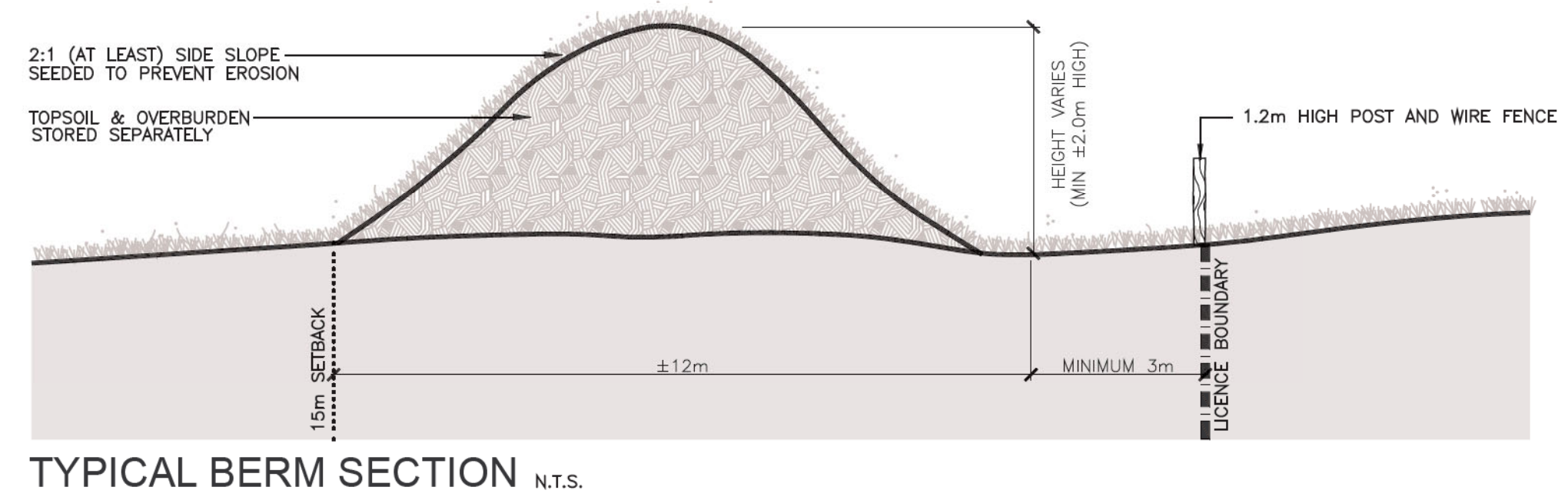
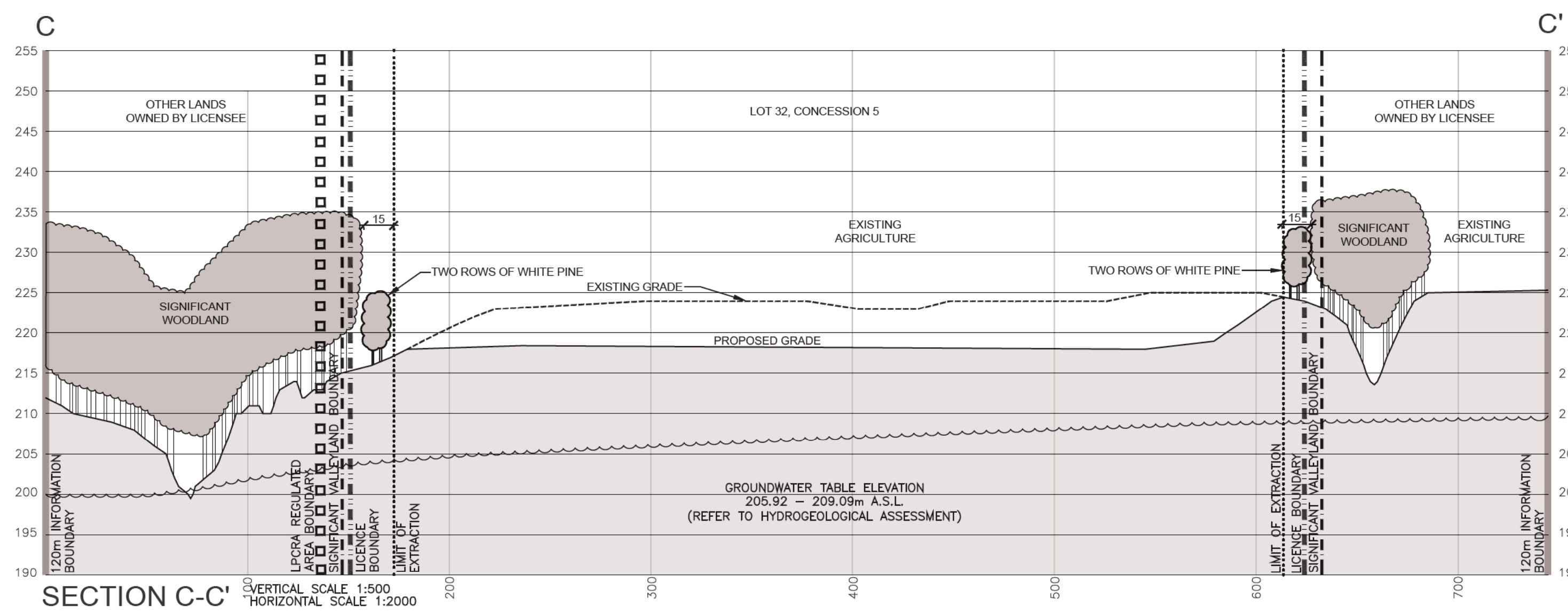
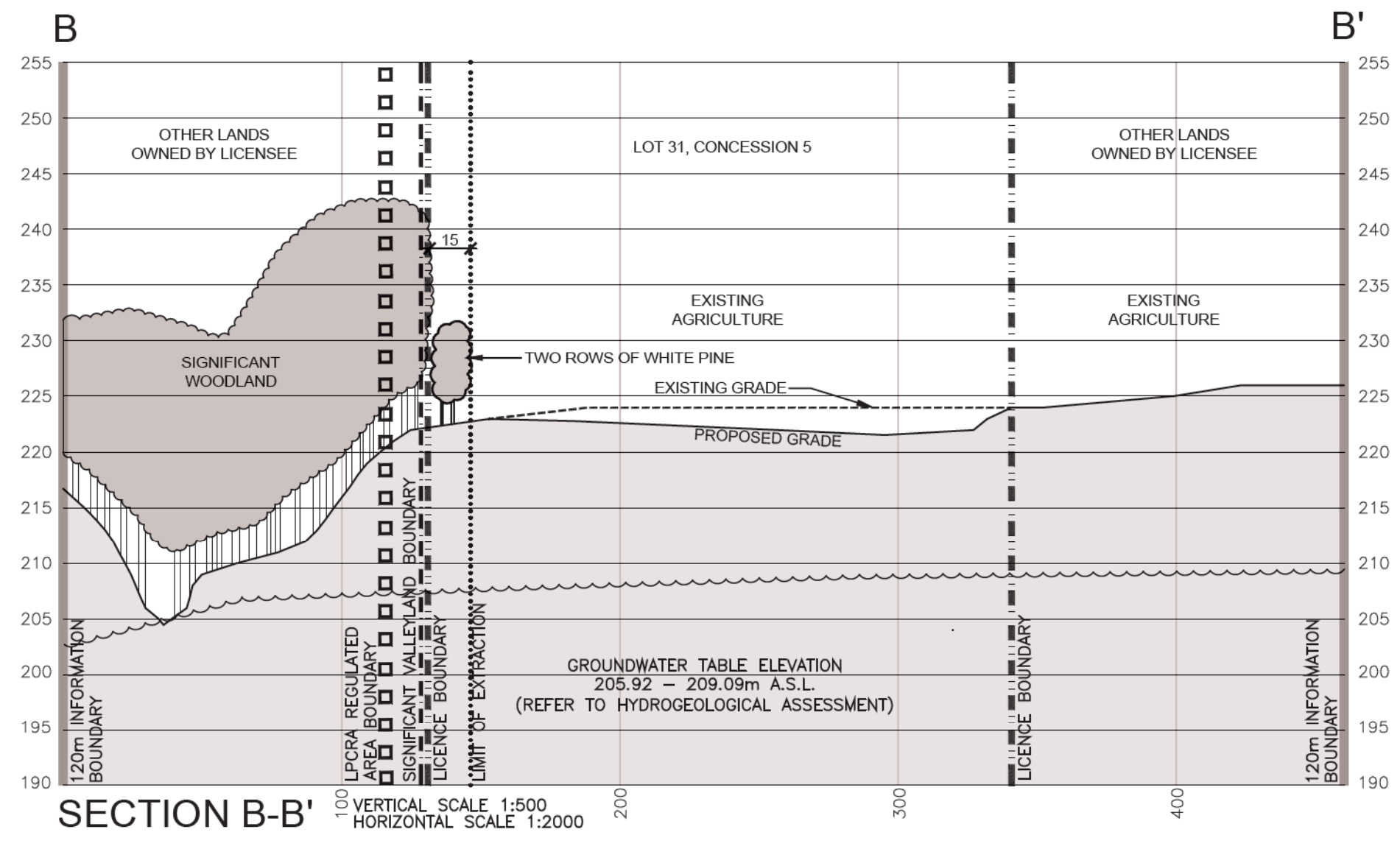
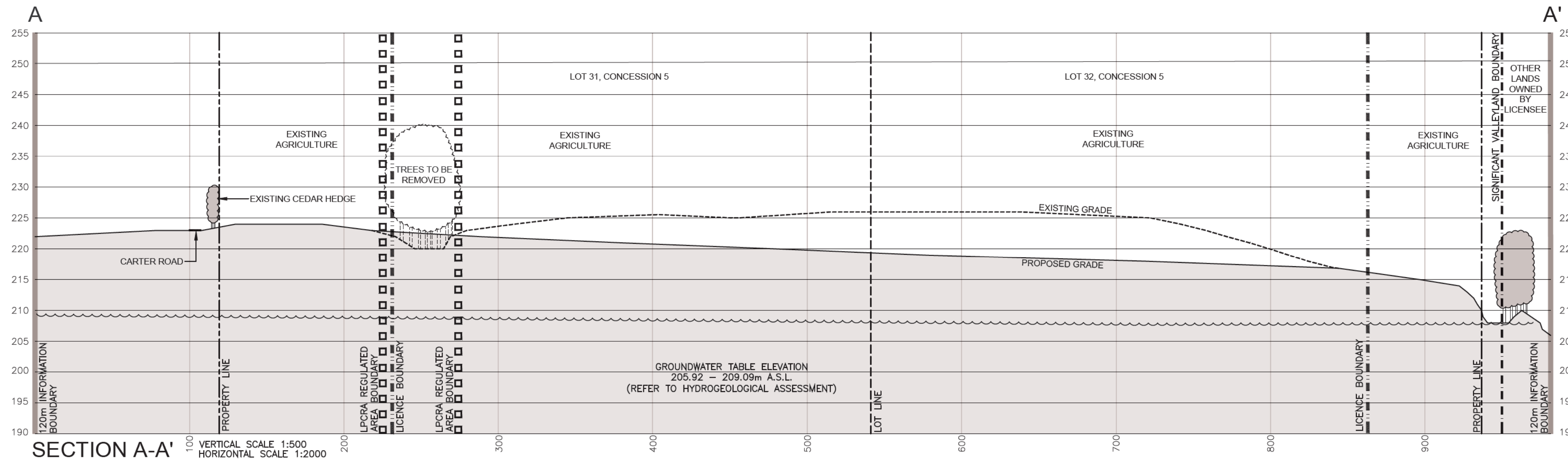
Project Name

ANTONISSEN TRUCKING INC.
CARTER ROAD PIT

LICENCE # 626625
LICENSÉE SIGNATURE: *Kelly*
PART LOT 31 & 32, CONCESSION 5
TOWNSHIP OF MALAHIDE (FORMER TOWNSHIP OF MALAHIDE),
COUNTY OF ELGIN

Scale 1:2000 	North 	Stamp
Drawing Status FOR LICENCE APPROVAL		
Drawn SB	Checked RM/BJ	Issue Date MAY 2024

Drawing Title OPERATIONAL PLAN PHASE B-D	Project Number 22-08
	Drawing Number 3 OF 5



LEGEND

- BOUNDARY OF AREA TO BE LICENCED
- 120m INFORMATION BOUNDARY
- REGULATORY SETBACK AND LIMIT OF EXTRACTION LINE
- PROPERTY LINE
- LOT LINE
- SIGNIFICANT VALLEY LAND BOUNDARY
- LPRCA REGULATED AREA BOUNDARY

EXISTING GRADE
PROPOSED GRADE
GROUND WATER TABLE

EXISTING VEGETATION
PROPOSED VEGETATION

SECTION NOTES
GENERAL INFORMATION
1. SECTION LINES ARE INDICATED ON DRAWINGS 1, 2 AND 5.

NO.	DATE	REVISIONS	OWNER	HW	MMR	NO.	DATE	REVISIONS	OWNER	HW	MMR
1.	MAY 2024	PER MNRIF AND OMAFRA COMMENTS									

Pre Licence Review Site Plan Amendments

Harrington McAvan Ltd
41 Main Street, Unit 102
Unionville, Ontario L3R 2E5
Tel: 905-294-6282 Fax: 905-294-7623
www.harringtonmcavan.com

Project Name
ANTONISSEN TRUCKING INC. CARTER ROAD PIT

LICENCE # 626625
LICENSÉE SIGNATURE: *[Signature]*
PART LOT 31 & 32, CONCESSION 5
TOWNSHIP OF MALAHIDE (FORMER TOWNSHIP OF MALAHIDE), COUNTY OF ELGIN

Scale 1:2000
North
Stamp: ASSOCIATION OF LANDSCAPE ARCHITECTS ONTARIO MEMBER

Drawing Status: FOR LICENCE APPROVAL

Drawn SB Checked RM/BJ Issue Date MAY 2024

Drawing Title: **SECTIONS AND DETAILS**

Project Number: 22-08
Drawing Number: **4 OF 5**

REHABILITATION NOTES

GENERAL INFORMATION

1. REFER TO SHEET 1 OF 5 FOR EXISTING FEATURES, 2 AND 3 OF 5 FOR SCHEMATIC OPERATIONS, PAGE 4 OF 5 CROSS SECTIONS AND DETAILS, AND PAGE 5 OF 5 REHABILITATION NOTES AND DETAILS.

2. PROPERTY SHALL BE REHABILITATED TO:
 AGRICULTURE/ OPEN SPACE TOTAL REHABILITATION 20.3 HECTARES
 20.3 HECTARES

HYDROGEOLOGICAL INFORMATION

3. IT IS ANTICIPATED THAT THE GROUNDWATER ELEVATION ACROSS THE SITE WILL REMAIN RELATIVELY UNCHANGED AT 205.92 - 209.09 m A.S.L. (REFER TO HYDROGEOLOGICAL ASSESSMENT).

4. ALL SURFACE DRAINAGE WILL BE DIRECTED TO THE LOW AREAS REMAINING ON THE PIT FLOOR SO THAT THE WATER CAN INFILTRATE INTO THE SOILS.

SIDESLOPE AND OPEN SPACE REHABILITATION INFORMATION

5. REHABILITATED SLOPES WITHIN THE LICENCED AREA WILL BE CONSTRUCTED AS SHOWN ON THE CROSS SECTIONS. SLOPES SHALL BE REHABILITATED BY BACKFILLING (MINIMUM 3:1) AND/OR CUT AND FILL METHOD USING ON SITE SOIL AND/OR OVERBURDEN. EXCAVATION OF THE PIT FLOOR SHALL NOT BE WITHIN 1.5m OF THE WATER TABLE.

6. ALL AVAILABLE TOPSOIL ON THE SITE WILL REMAIN AND BE USED FOR REHABILITATION OF THIS SITE.

7. NATURAL FEATURE SETBACKS SHALL BE SEEDED WITH A SUITABLE MEADOW MIX COMPOSED OF NATIVE SPECIES LOCAL TO THE AREA.

8. ALL OTHER AREAS, INCLUDING TEMPORARY BERMS, SHALL BE SEEDED WITH A MIXTURE THAT MAY INCLUDE THE FOLLOWING AT A RATE OF APPROXIMATELY 125KG/HA:
 BUCKWHEAT RED CLOVER WHITE CLOVER
 TALL FESCUE ANNUAL RYE

9. SPREADING OF AVAILABLE SUBSOIL/ OVERBURDEN AND ROUGH GRADING.

10. SPREADING OF AVAILABLE TOPSOIL AND FINE GRADING.

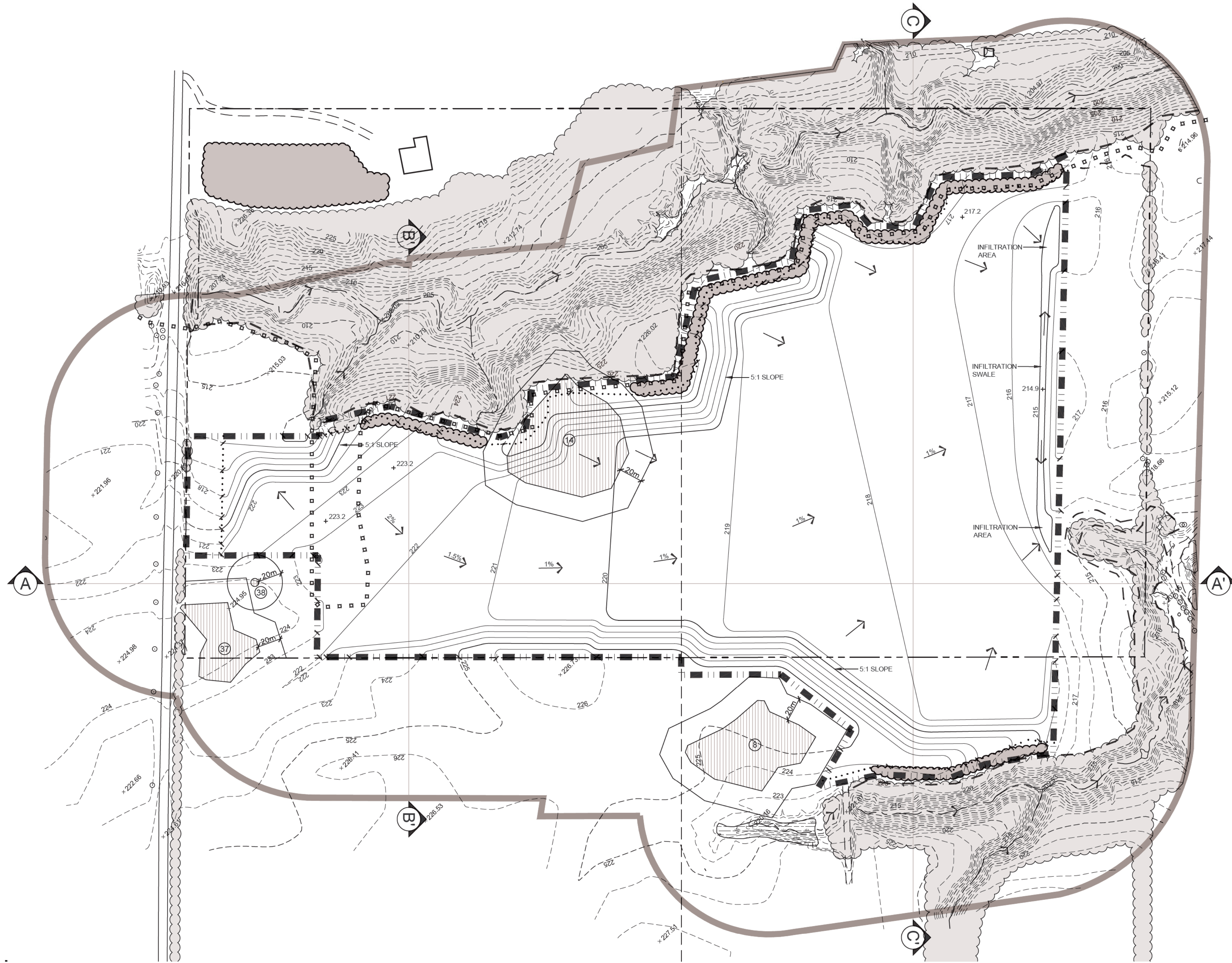
11. SEED AREAS WITH SEED MIXTURE NOTED ABOVE. ALL VEGETATION PLANTED DURING THIS LICENCE WILL BE MAINTAINED IN A HEALTHY, VIGOROUS GROWING CONDITION.

12. AMENDMENTS FOR SOIL ENHANCEMENTS SHALL BE ADDED IF REQUIRED, ACCORDING TO STANDARD AGRICULTURAL PRACTICES.

13. IF ARCHAEOLOGICAL SITE 14 HAS NOT BEEN ASSESSED BY A STAGE 3 ARCHAEOLOGICAL ASSESSMENT AND FURTHER REMOVED BY EXTRACTION ACTIVITIES, A RESTRICTIVE COVENANT SHALL BE REGISTERED ON TITLE BY THE LANDOWNER PRIOR TO THE SURRENDER OF THE LICENCE TO ENSURE THE ARCHAEOLOGICAL SITE(S) WILL BE CONSERVED.

LEGEND

- 120m INFORMATION BOUNDARY
- BOUNDARY OF PROPOSED LICENCE
- LOT/CONCESSION LINE
- REGULATORY SETBACK AND EXTRACTION LIMIT LINE
- PROPERTY LINE
- LPRCA REGULATED AREA BOUNDARY
- SIGNIFICANT VALLEYLAND BOUNDARY
- EXISTING FENCE
- EXISTING 5m CONTOUR LINE
- EXISTING 1m CONTOUR LINE
- EXISTING SPOT ELEVATION
- PROPOSED 5m CONTOUR LINE
- PROPOSED 1m CONTOUR LINE
- PROPOSED SPOT ELEVATION
- LOCATION OF CROSS SECTION
- EXISTING VEGETATION
- PROPOSED VEGETATION
- EXISTING WETLAND
- EXISTING BUILDING AND NUMBER
- DIRECTION OF SURFACE WATER DRAINAGE
- SMALL STREAM, AGRICULTURAL DITCH/ SWALE



NO.	DATE	REVISIONS	OWNER	HW	WHY	NO.	DATE	REVISIONS	OWNER	HW	WHY
1.	MAY 2024	PER MNRF AND OMAFRA COMMENTS									

Pre Licence Review Site Plan Amendments

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Project Name
ANTONISSEN TRUCKING INC.
CARTER ROAD PIT
 LICENCE # 626625
 LICENSEE SIGNATURE: *[Signature]*
 PART LOT 31 & 32, CONCESSION 5
 TOWNSHIP OF MALAHIDE (FORMER TOWNSHIP OF MALAHIDE), COUNTY OF ELGIN

Scale 1:2000
 North
 Stamp: ASSOCIATION OF LANDSCAPE ARCHITECTS OMAFRA MEMBER

Drawing Status: FOR LICENCE APPROVAL

Drawn SB Checked RM/BJ Issue Date MAY 2024

Drawing Title: **REHABILITATION PLAN**
 Project Number: 22-08
 Drawing Number: **5 OF 5**



NOTICE OF PUBLIC MEETING

CONCERNING A PROPOSED OFFICIAL PLAN AMENDMENT AND ZONING BY-LAW AMENDMENT

TAKE NOTICE that the Township of Malahide has received applications for an Official Plan Amendment and a Zoning By-law Amendment and will be holding a Statutory Public Meeting as follows:

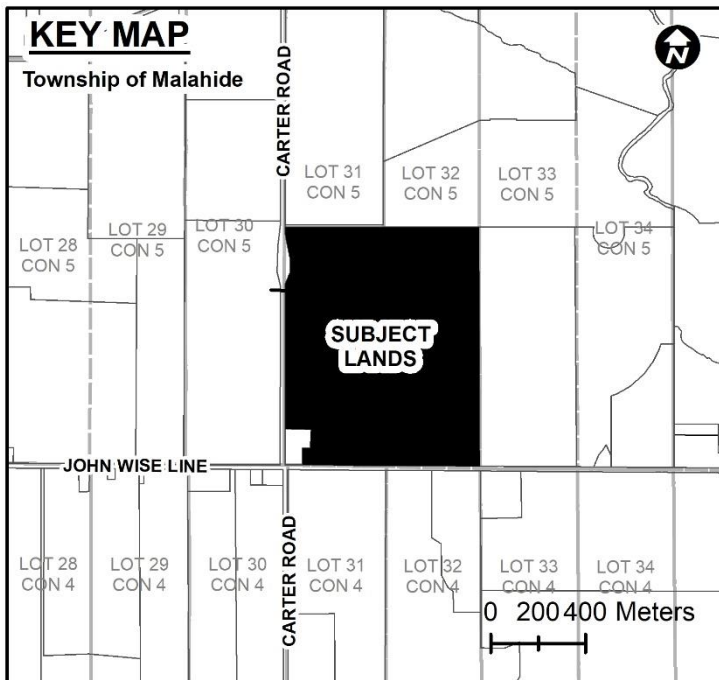
Date: May 16, 2024
Time: 7:30pm
Location: Malahide Township Council Chambers at the Springfield & Area Community Service Building, 51221 Ron McNeil Line, Springfield
The Meeting can also be attended and/or viewed virtually

File No.: D09-OPA01-24 and D14-Z04-24
Owner(s): 1975455 Ontario Ltd
Applicant: Esher Planning Inc
Location of Property: Part of Lots 31 and 32, Concession 5, Township of Malahide (52870 John Wise Line and 7900 Carter Road) (see map below)

The Owner/applicant has submitted all information and fees required to consider the application, and the Township has deemed the application to be complete. The Amendment is being considered in accordance with the Planning Act R.S.O 1990 and Ontario Regulations 543/06 and 545/06.

We value your input

Any person may express their support, opposition, or comments regarding this application.



Purpose and Effect: Esher Planning Inc, on behalf of the property owners, has submitted applications for amendments to the Official Plan and Zoning By-law to permit a sand and gravel pit. The Official Plan Amendment has been submitted to redesignate a portion of the subject lands from “Agriculture” to “Mineral Aggregate Resource Areas” and the Zoning By-law Amendment has been submitted to rezone the lands from “Special Agricultural (A2) Zone” And “Large Lot Agricultural (A3) Zone” to “Extractive Industrial – Site Specific (M4-XX) Zone”.

An application has also been submitted to the Ministry of Natural Resources and Forestry (MNRF) under the Aggregate Resources Act (ARA) for a Class A, Pit Above Water Table License. The total area to be licensed is 21.8 hectares and the total area proposed

for aggregate extraction is 20.3 hectares. The proposed annual tonnage limit is 200,000 tonnes. The lands are proposed to be rehabilitated back to agricultural uses once extraction is completed.

Additional Information: Additional information relating to this Application is available by contacting the Township’s Assistant Planner, Christine Strupat, by phone at (519) 773-5344, ext. 239 or by email at cstrupat@malahide.ca.

DATED AT THE TOWNSHIP OF MALAHIDE, THIS 24th DAY OF APRIL, 2024.

Allison Adams, Manager of Legislative Services/Clerk
 Township of Malahide
 87 John Street South, Aylmer, Ontario, N5H 2C3
 519-773-5344
 Email malahide@malahide.ca

**AMENDMENT NO. 24
TO THE
OFFICIAL PLAN
OF THE
TOWNSHIP OF MALAHIDE**

**Subject:
1975455 Ontario Ltd
52870 John Wise Line and 7900 Carter Road**

May 16, 2024

CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 24-21**

WHEREAS the Township of Malahide has an official plan that is in effect, adopted by Council on 16 August 2001 and approved by the Ministry of Municipal Affairs on 9 March 2003, and as subsequently amended; and

WHEREAS the proposed amendment would be consistent with the Provincial Policy Statement;

WHEREAS the intent of the Official Plan of the County of Elgin and the Official Plan of the Township of Malahide would be maintained;

WHEREAS the Council of the Corporation of the Township of Malahide now deems it expedient to adopt the proposed amendment to the Official Plan of the Township of Malahide

THEREFORE the Council of the Corporation of the Township of Malahide, in accordance with Section 26 of the Planning Act, R.S.O., 1990, as amended, hereby enacts as follows:

1. THAT Amendment No. 24 to the Official Plan of the Township of Malahide, consisting of the attached explanatory text and schedules, is hereby adopted.
2. THAT this By-law shall come into force:
 - a. 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. 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 16th day of May, 2024.

READ a THIRD time and **FINALLY PASSED** this 16th day of May, 2024.

Mayor – D. Giguère

Clerk – A. Adams

PART A – THE PREAMBLE

1. PURPOSE

The purpose of this Amendment is to facilitate the establishment of a mineral aggregate operation on the subject lands, being Part of Lots 31 and 32, Concession 5, in the geographic Township of Malahide.

2. BASIS

The Amendment to the Official Plan would be consistent with the Provincial Policy Statement 2020, conforms to the County of Elgin Official Plan, and would conform to the Township of Malahide Official Plan.

The full basis for this Amendment has been set out in the Application and supplementary materials submitted in support of this Amendment.

PART B – THE AMENDMENT

All of this part of the Amendment entitled “Part B – The Amendment,” consisting of the following text and schedules, constitutes **Amendment No. 24** to the Official Plan of the Township of Malahide.

DETAILS OF THE AMENDMENT

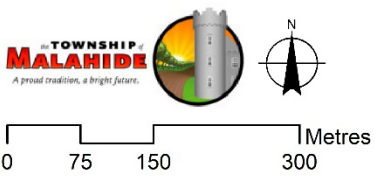
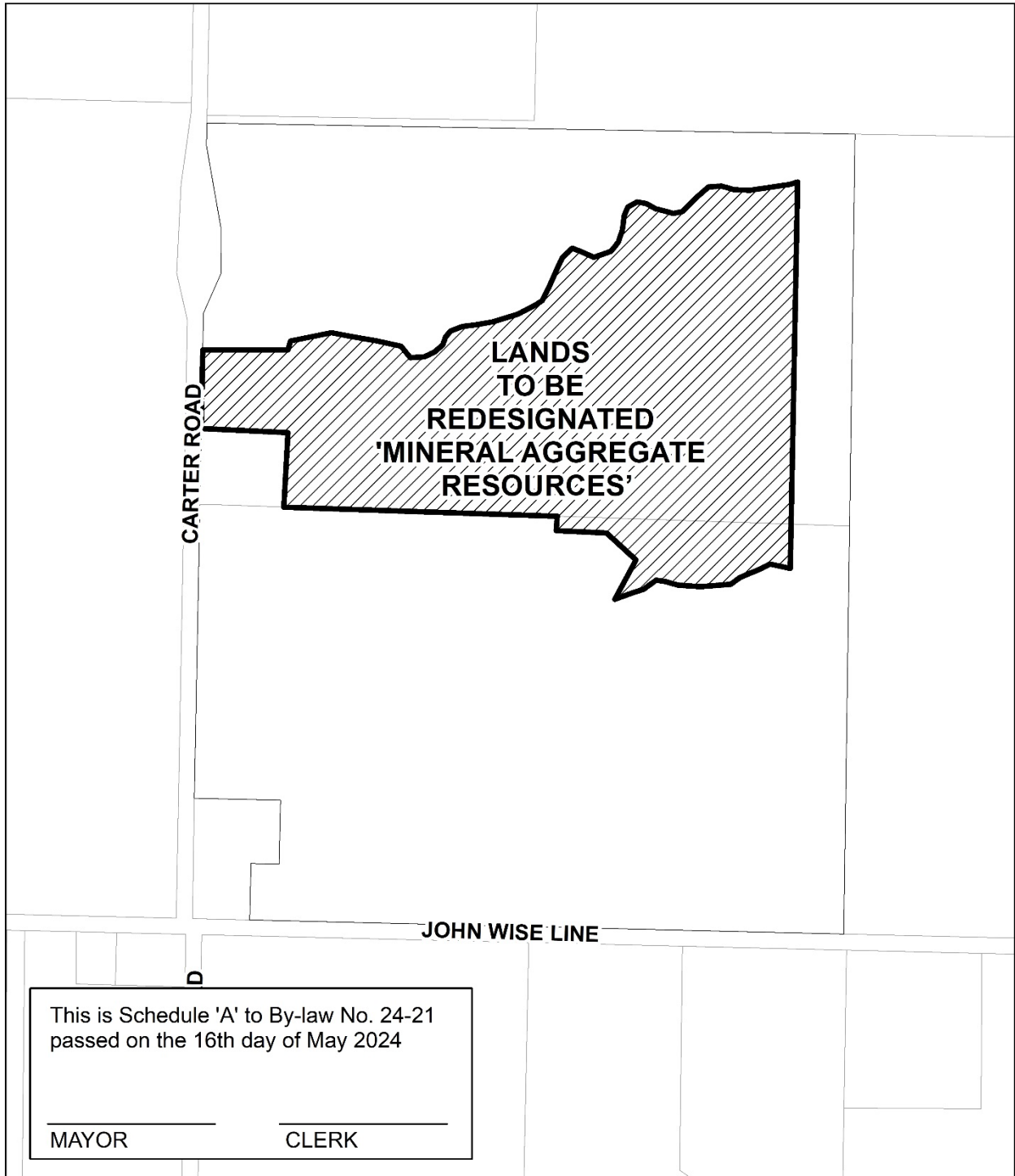
1. Schedule ‘A1’, Land Use of the Plan of the Township of Malahide, is hereby amended by changing the designation as it applies to the certain lands, being Part of Lots 31 and 32, Concession 5, in the geographic Township of Malahide from ‘Agriculture’ to ‘Mineral Aggregate Resources’ as shown on Schedule ‘A’ hereto.

PART C - THE APPENDICES

The following appendices do not constitute part of Amendment No. 24 but are included as information supporting the amendment.

Appendix I - Notice of Public Meeting

Schedule A



Official Plan
of the Township of Malahide

Schedule 'A1'
Land Use

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 24-22**

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

**1975455 Ontario Ltd
52870 John Wise Line and 7900 Carter 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 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** the area shown in hatching on the attached map, Schedule "A", and described as Part of Lots 31 and 32, Concession 5, in the Township of Malahide, shall be removed from the "Large Lot Agriculture (A3) Zone" and "Special Agricultural (A2) Zone" of By-law No. 18-22 and placed within the "Extractive Industrial (M4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "M4-1" on Key Maps 67 and 68 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** By-law No. 18-22, as amended, is hereby further amended by amending Section 8.7 EXTRACTIVE INDUSTRIAL (M4) ZONE – 'SITE-SPECIFIC' ZONES, by adding the following new subsection.

"8.7.1 a) Defined Area

M4-1 as shown on Schedule 'A', Map No. 68.

b) Setbacks

Extraction limit and shared common lot line
between Part of Lots 31 and 32, Concession 5,
Parts 1 & 2 on RP 11R9951 0 m

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.

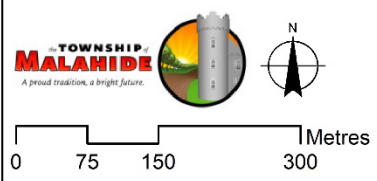
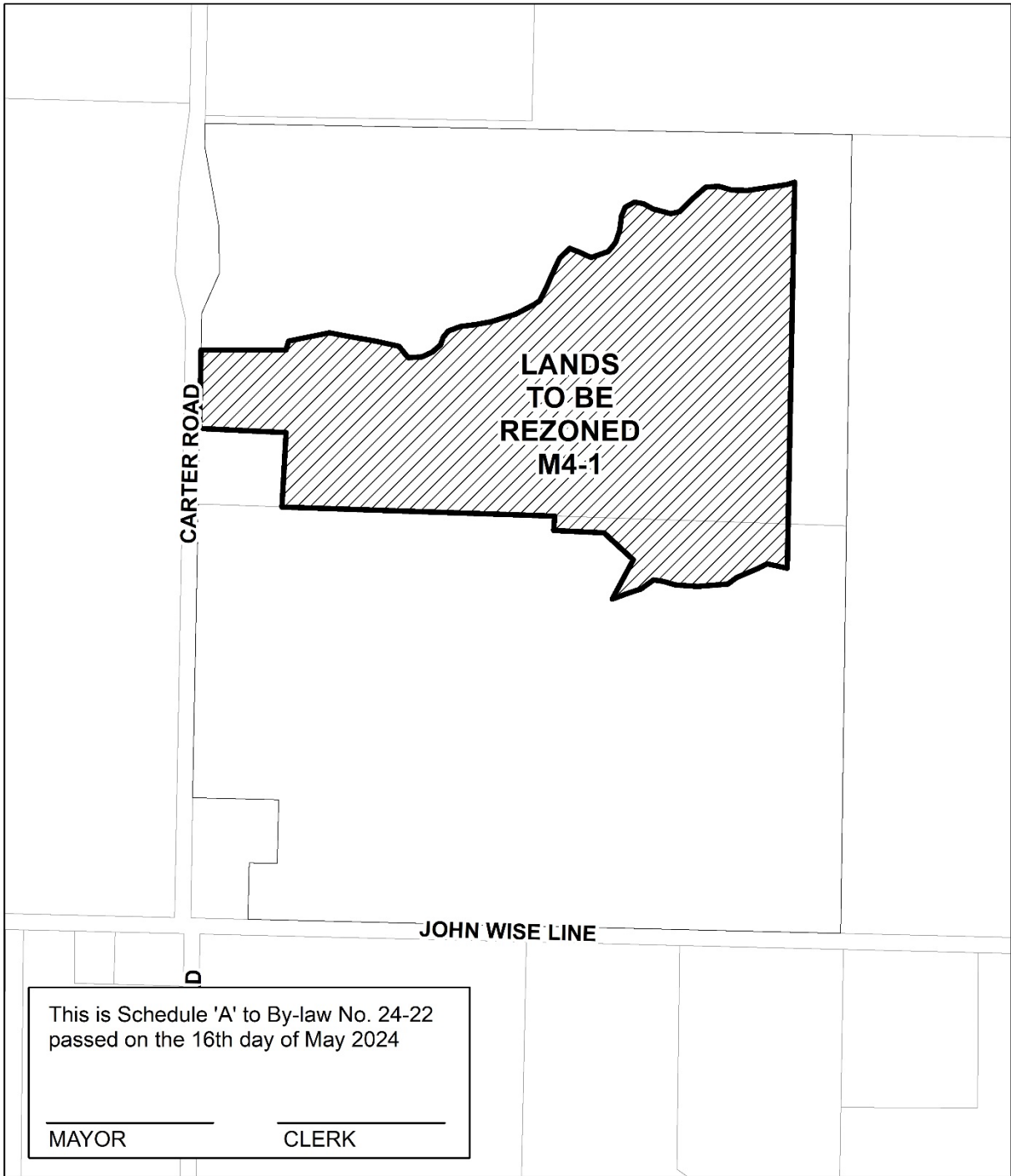
READ a FIRST and SECOND time this 16th day of May, 2024.

READ a THIRD time and **FINALLY PASSED** this 16th day of May, 2024.

Mayor – D. Giguère

Clerk – A. Adams

SCHEDULE A



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

SCHEDULE 'A'
Maps 67 and 68



REPORT NO. PW-24-19

TO: Mayor & Members of Council
DEPARTMENT: Public Works
MEETING DATE: May 16, 2024
SUBJECT: **Tender Results – 2024 Microsurfacing & Surface Treatment**

RECOMMENDATION:

THAT Report No. PW-24-19 entitled “Tender Results – 2024 Microsurfacing & Surface Treatment” be received;

AND THAT the 2024 Microsurfacing & Surface Treatment contract be awarded to Duncor Enterprises Inc.;

AND THAT the Mayor and Clerk be authorized to enter into agreement with Duncor Enterprises Inc. of Barrie, Ontario for the purpose of completing the 2024 Microsurfacing & Surface Treatment Program.

PURPOSE & BACKGROUND:

Since 2013, the Township has participated in a purchasing co-operative with the County of Elgin to secure a Microsurfacing & Surface Treatment Contractor.

In 2024, the County of Elgin did not have a scheduled Microsurfacing and Surface Treatment Program, therefore the Township of Malahide took the lead in procuring a contractor to provide the service for the lower-tier municipalities within the County. Malahide utilized the County’s bid document as a template for the procurement, ensuring consistency with what has been issued in previous years.

COMMENTS & ANALYSIS:

A formal Request for Tenders was published on the Bids & Tenders website on March 28, 2024, and closed on April 26, 2024, at 11:00 am local time. Two (2) contractors submitted bids. The low bid was received from Duncor Enterprises Incorporated of Barrie, Ontario. The Township of Malahide portion (Part 1) of the bid is valued at \$776,284.00 (plus HST).

The following roads are scheduled to be resurfaced (Single Surface Treatment) in 2024:

1. Dingle Line – from Hacienda Road to Springfield Road (2.4km)
2. Dorchester Road – from Ron McNeil Line to Mapleton Line (1.4km)
3. Wilson Line – from Belmont Road to Imperial Road (7.4km)
4. Wilson Line – from Imperial Road to Whittaker Road (3.7km)

The following roads are scheduled to be pulverized and resurfaced (Double Surface Treatment) in 2024:

1. Chalet Line – from Carter Road to East Limit (1.5km)
2. College Line – from Springwater Road to Rogers Road (2.1km)
3. Pressey Line – from Springfield Road to Catherine Street (0.5km)

The contract recognizes the existing County of Elgin material installation specification and a two-year warranty period.

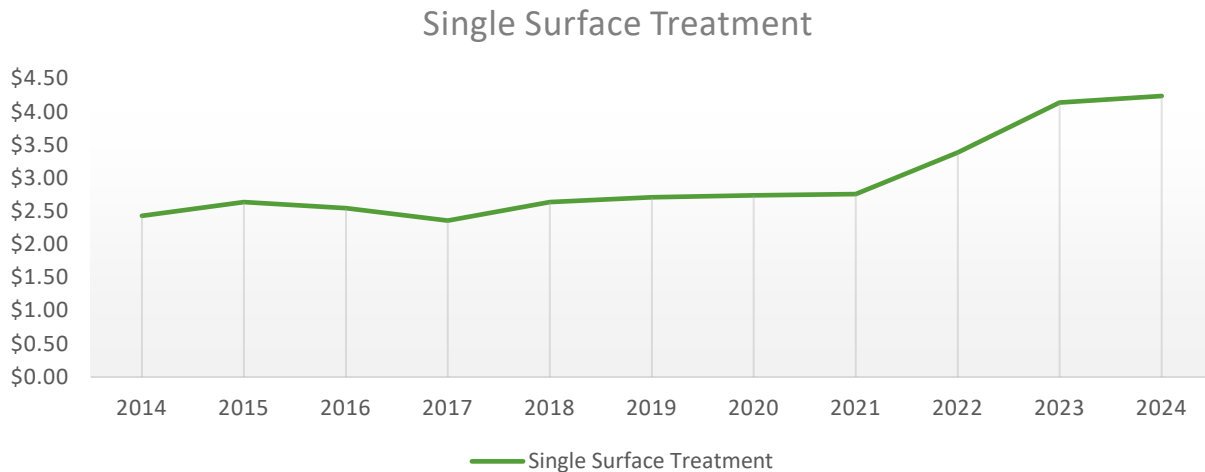
FINANCIAL IMPLICATIONS:

In contrast to the expected 4% unit-rate increase projected in the 2024 budget, overall submitted prices for surface treatment have increased by 2.7% in comparison to 2023 rates. Based on the unit prices bid for 2024, Staff estimate a total expenditure of \$513,276 (includes net HST) for single surface treatment and \$277,670 (includes net HST) for double surface treatment resurfacing (total: \$789,946). The approved 2024 budget includes \$588,900 for single-surface treatment and \$270,000 for double-surface treatment (\$858,900).

Historical unit pricing for the Surface Treatment tender are as follows:

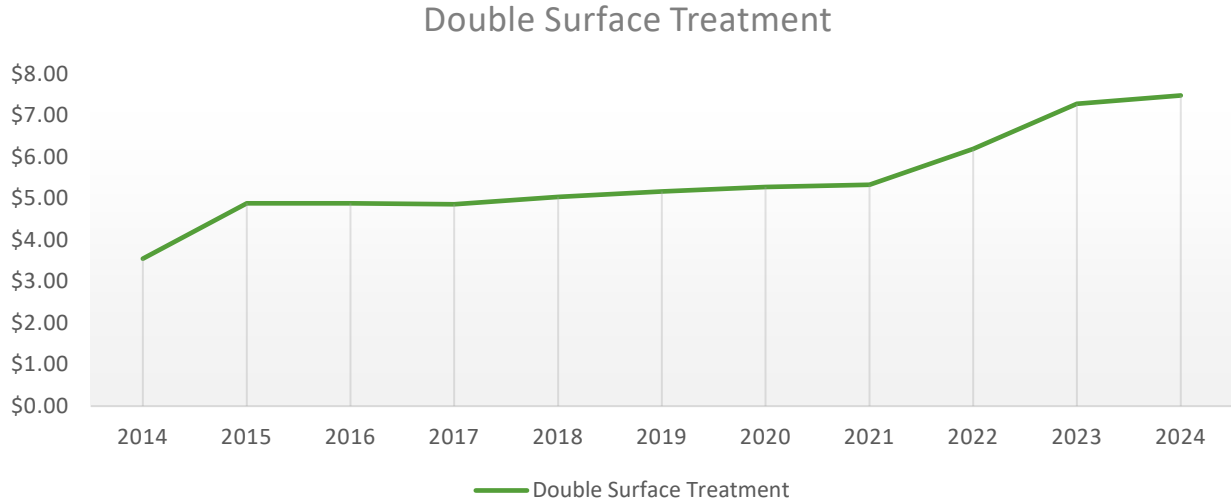
Single Surface Treatment:

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$2.43	\$2.64	\$2.55	\$2.36	\$2.64	\$2.71	\$2.74	\$2.76	\$3.39	\$4.14	\$4.24



Double Surface Treatment:

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
\$3.55	\$4.88	\$4.88	\$4.86	\$5.04	\$5.17	\$5.28	\$5.33	\$6.19	\$7.28	\$7.48



Council is reminded that payment for surface treatment is based on the actual field measurement of material applied. Road widths vary and will influence the final cost.

LINK TO STRATEGIC & OPERATIONAL PLANS:

The joint Microsurfacing and Surface Treatment Tender meets the values identified in the 2023 Strategic plan by: “Partnering wherever it makes sense to get things done better.”

ATTACHMENTS:

1. PW-24-04 – Part 1 Malahide – Bid Summary

Prepared by: R. DeSutter, Roads & Construction Manager

Reviewed by: J. Godby, Director of Public Works

Approved by: N. Dias, Chief Administrative Officer

Part 1 - Township of Malahide				Miller Group		Duncor Enterprises	
Item #	Description of Work	Surface Type	Quantity	Unit Price	Total	Unit Price	Total
1.1	Supply all labour, equipment and materials to place Single Surface Treatment (SST) using Class 5 aggregate.	Single Surface - Class 5	119400	\$ 5.32	\$ 635,208.00	\$ 4.24	\$ 506,256.00
1.2	Supply all labour, equipment and materials to place Double Surface treatment (DST) using Class 2 base and Class 6 top	Double Surface - Class 2 & 6	36100	\$ 7.83	\$ 282,663.00	\$ 7.48	\$ 270,028.00
Sub-total Part 1:					\$ 917,871.00		\$ 776,284.00
HST (13%):					\$ 119,323.23		\$ 100,916.92
Total Part 1:					\$ 1,037,194.23		\$ 877,200.92



REPORT NO. DS-24-25

TO: Mayor & Members of Council

DEPARTMENT: Development Services

MEETING DATE: May 16, 2024

SUBJECT: Applications for Consent to Sever No. E13-23 & E18-23 of John & David Loewen (Authorized Agent: David Roe) relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road ("NTR"), and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) (51432 Woolleyville Line)

RECOMMENDATION:

THAT Report No. DS-24-25 entitled "Applications for Consent to Sever No. E13-23 & E18-23 of John & David Loewen (Authorized Agent: David Roe) relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road ("NTR"), and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) (51432 Woolleyville Line)" be received;

AND THAT the Applications for Consent to Sever of John & David Loewen (Authorized Agent: David Roe) relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road ("NTR"), and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) (51432 Woolleyville Line) be supported for the reasons set out in this Report;

AND THAT this report and the recommended conditions be forwarded to the Land Division Committee for its review and consideration.

PURPOSE & BACKGROUND:

The subject applications for Consent to Sever ("the applications") were originally submitted in 2021 under file nos. E51-21 & E52-21 and were approved provided a number of conditions were completed. The original applications lapsed and were resubmitted in 2023 as E13-23 and E18-23 with no changes.

The applications were submitted to facilitate the severance of a surplus farm dwelling and a lot addition between two agricultural parcels. These applications were deferred by the Land Division Committee on April 26, 2023, to provide the opportunity for zoning conformity concerns raised by the Township to be addressed.

The Application relates to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road, and Part of Lot 24, Concession Gore NTR (specifically described as Part 2 on 11R-7037) and known municipally as 51432 Woolleyville Line & 51499

Glencolin Line.

The County Land Division Committee has scheduled a Public Hearing for this application to be considered on May 22, 2024.

COMMENTS & ANALYSIS:

The subject lands are 38.55 hectares in area, have 403 metres of frontage on Woolleyville Line, and have 43 metres of frontage on Glencolin Line. The subject lands are irregular in shape with the majority of the lands comprising a farm operation with an existing dwelling along Woolleyville Line that is connected to a small area of land on Glencolin Line via a thin strip of land. The three areas of the subject lands described above are shown on the submitted report photo as:

- Parcel “A”: the surplus dwelling property at 51499 Glencolin Line.
- Parcel “B”: a long, narrow access connecting parcels “A” and “C” to be conveyed to the adjacent farm parcel to the west.
- Parcel “C”: a larger agricultural parcel of land to the south having frontage on Woolleyville Line.

The purpose of Consent E13-23 is to sever the existing dwelling located at 51499 Glencolin Line (Parcel A) that is surplus as a result of farm consolidation. The proposed severed parcel would have an area of approximately 5,845 m², have approximately 43 metres of frontage along Glencolin Line, and contain the existing dwelling.

The purpose of Consent E18-23 is to convey a narrow strip of land (Parcel B) approximately 0.47 ha in area and convey it to the adjacent agricultural parcel to the west, known municipally as 51477 Glencolin Line, and is also under the same ownership as the subject lands.

The retained farm parcel (Parcel C) would have an area of approximately 37.5 hectares, have 403 metres of frontage along Woolleyville Line, and contain an existing dwelling and several accessory structures. The retained lands are proposed to be sold to John Walker Farms Ltd., which owns an adjacent farm parcel.

General Comments

The Provincial Policy Statement, County Official Plan, and Township of Malahide Official Plan contain criteria for surplus farm dwelling severances and lot additions in prime agricultural areas. The subject lands are zoned on Key Map 47 of Schedule ‘A’ of the Township Zoning By-law as follows:

- Parcel “A” is zoned “Small Lot Agricultural (A4)”.
- Parcel “B” is zoned “General Agricultural – Site Specific (A1-20-H-1)”.
- Parcel “C” is zoned “Large Lot Agricultural (A3-4)”.

It is noted that the proposed severed and retained lots, as well as the proposed enlarged lot, would comply with all applicable provisions of the A1, A3, and A4 zones.

The original applications were found to conform to the application planning policies and were recommended by staff to be supported. The Development Services Staff have considered the merits of the subject application against applicable Official Plan policies and the Township's Zoning By-law and recommends that the Council support the Application subject to the recommended conditions.

As part of previous conditions for the consent applications, it had been recommended that the applicant be required to address zoning conformity for two businesses: one auto repair business operating under the name "Endeavour Enterprises" on 51432 Woolleyville Line which was permitted under the Township's Zoning By-law; and one transport truck repair business on 51477 Glencolin Line that was not appropriately zoned. Two Zoning By-law Amendment applications had been submitted and approved that removed the truck repair use as a permitted use from 51432 Woolleyville Line. The application then rezoned 51477 Glencolin to permit a truck repair use, effectively moving the operation from the Woolleyville property. These applications were approved in 2022.

During the previous Council Meeting on April 6, 2023, concerns had been raised regarding the cessation of the use on Woolleyville Line, as well as the reluctance of the applicant to undertake building code upgrades and obtain a change of use permit for an existing agricultural building that was to contain the truck repair use, since the upgrades would be cost prohibitive. As previously noted in this report, the consent applications were deferred for these matters to be addressed. The applicant has since obtained a Zoning Compliance Certificate, confirming that the previous truck repair use on 51432 Woolleyville Line has ceased. Additionally, the applicant is proposing to construct a new building on the 51477 Glencolin Line to contain the truck repair use. Further development of the 51477 Glencolin Line will be regulated through the Site Plan Control and building permit processes.

The Development Services Staff has also considered comments provided (if any) by other internal departments. Notably, the Township's Drainage Superintendent/ Engineering Technologist has advised that a revised assessment schedule in accordance with the Drainage Act, RSO 1990 is required.

As per the previous consent applications and staff reports, Public Works has also recommended a condition for a required road widening and turning circle block at the east terminus of Woolleyville Line. The applicant's surveyor has prepared and provided a reference plan which has been reviewed by Township staff. Once the land dedication is complete, Council would be required to pass a by-law to dedicate the turning block as part of the road allowance for Woolleyville Line.

FINANCIAL IMPLICATIONS:

The full cost of the consent and associated rezoning process is at the expense of the Applicant and has no implications to the Township's Operating Budget.

LINK TO STRATEGIC & OPERATIONAL PLANS:

Priorities:	Unlock Responsible Growth
Tangible Results:	Policy Driven Decision Making

CONSULTATION:

N/A

ATTACHMENTS:

1. Report Photos;
2. Application Sketches; and
3. Recommended Conditions.

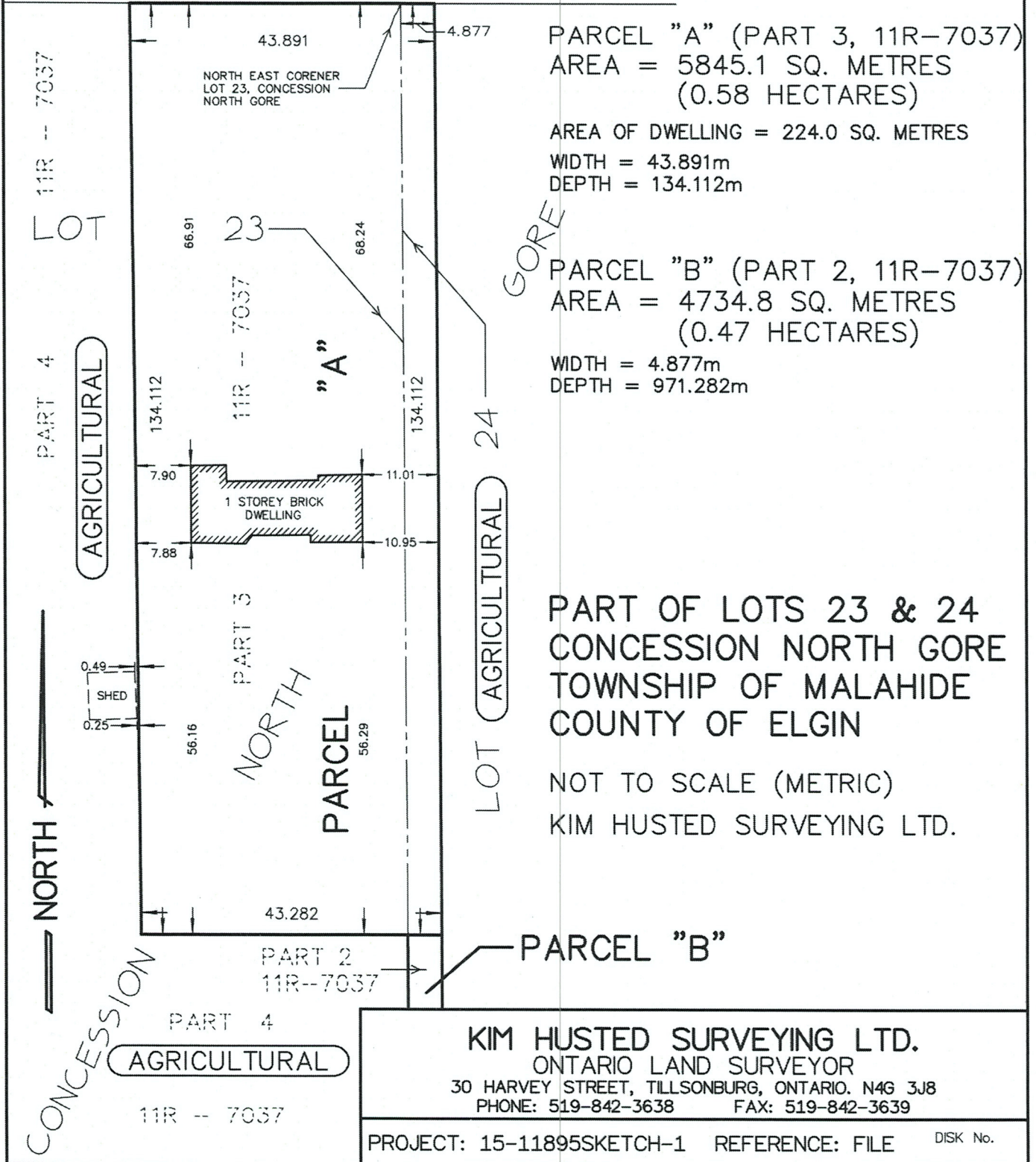
Prepared by: E. Steele, MBPC, Consulting Planner for the Township

Reviewed by: J. McGuffin, MBPC, VP & Principal Planner

Approved by: N. Dias, Chief Administrative Officer

SKETCH FOR PROPOSED SEVERANCE

ROAD ALLOWANCE BETWEEN CONCESSION 8
AND CONCESSION NORTH GORE
GLENCOLIN LINE

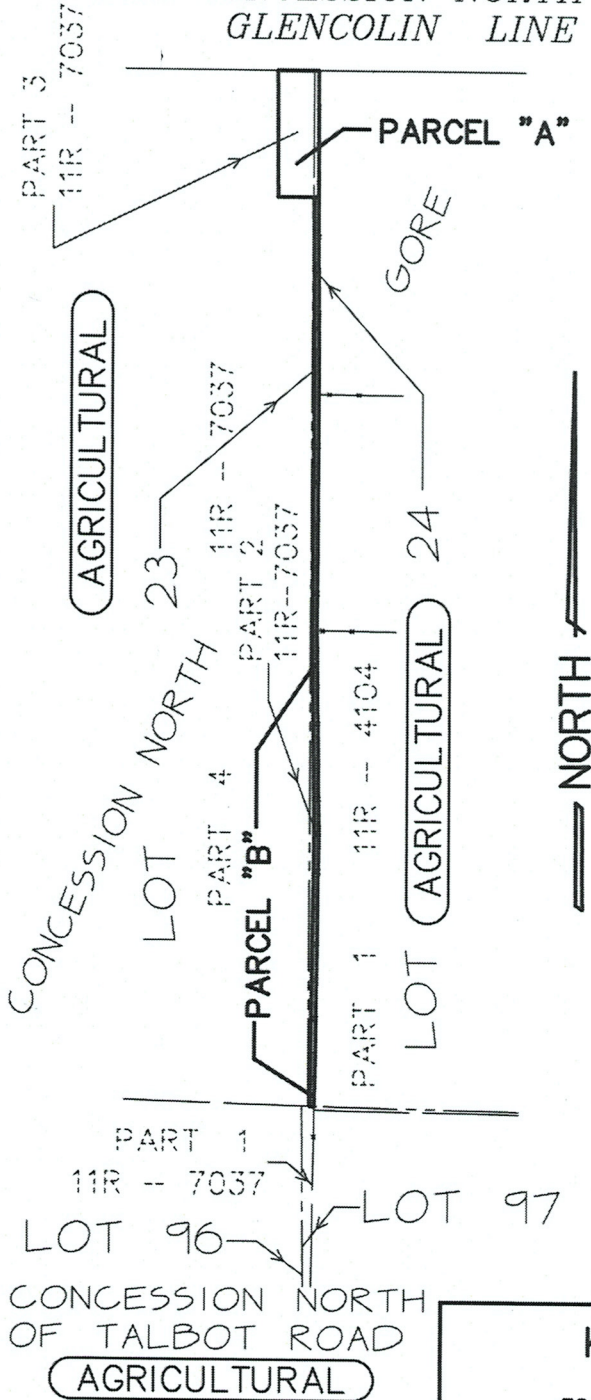


KIM HUSTED SURVEYING LTD.
 ONTARIO LAND SURVEYOR
 30 HARVEY STREET, TILLSONBURG, ONTARIO. N4G 3J8
 PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 15-11895SKETCH-1 REFERENCE: FILE DISK No.

SKETCH FOR PROPOSED SEVERANCE

ROAD ALLOWANCE BETWEEN CONCESSION 8
AND CONCESSION NORTH GORE
GLENCOLIN LINE



PARCEL "A" (PART 3, 11R-7037)
AREA = 5845.1 SQ. METRES
(0.58 HECTARES)

AREA OF DWELLING = 224.0 SQ. METRES
WIDTH = 43.891m
DEPTH = 134.112m

PARCEL "B" (PART 2, 11R-7037)
AREA = 4734.8 SQ. METRES
(0.47 HECTARES)

WIDTH = 4.877m
DEPTH = 971.282m

PART OF LOTS 23 & 24
CONCESSION NORTH GORE
TOWNSHIP OF MALAHIDE
COUNTY OF ELGIN

NOT TO SCALE (METRIC)
KIM HUSTED SURVEYING LTD.

KIM HUSTED SURVEYING LTD.
ONTARIO LAND SURVEYOR
30 HARVEY STREET, TILLSONBURG, ONTARIO. N4G 3J8
PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 15-11895SKETCH REFERENCE: FILE DISK No.












1:9,028 

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0.5
0
0.23
0.5 Kilometers
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

-  Elgin County Parcels
-  Elgin Road Network
-  Elgin Road Network
-  Elgin Road Network
-  Local
-  Arterial
-  Highways
-  Boundary
-  World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Notes

APPLICATION FOR A CONSENT TO SEVER E13-23⁹¹
David Roe, agent for John and David Loewen

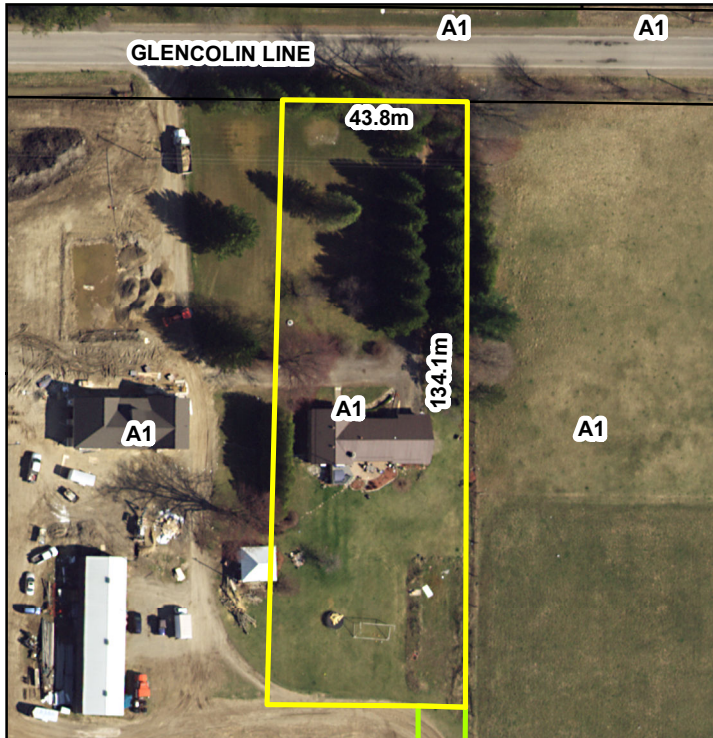
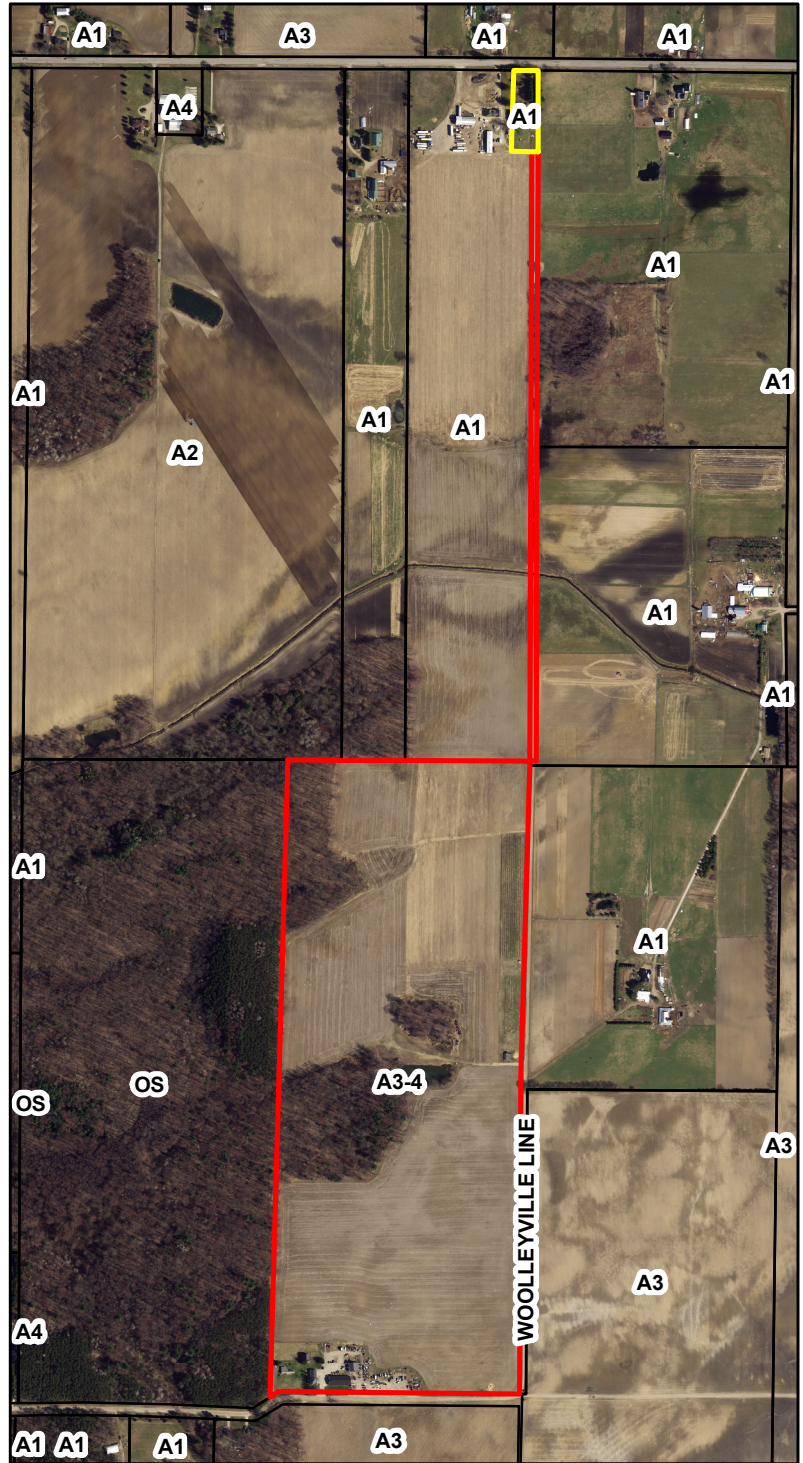
51432 Wooleyville Line
Part Lot 23 and 24, North Gore
Township of Malahide



**Township
of Malahide
Figure 1**



OFFICIAL PLAN DESIGNATION
Agriculture

ZONING
Agricultural



-  Lands to be Severed
-  Lands to be Retained

0 100 200 400
Meters



APPLICATION FOR A CONSENT TO SEVER E18-23⁹²

David Roe, agent for John and David Loewen

51432 Wooleyville Line
Part Lot 23 and 24, North Gore
Township of Malahide

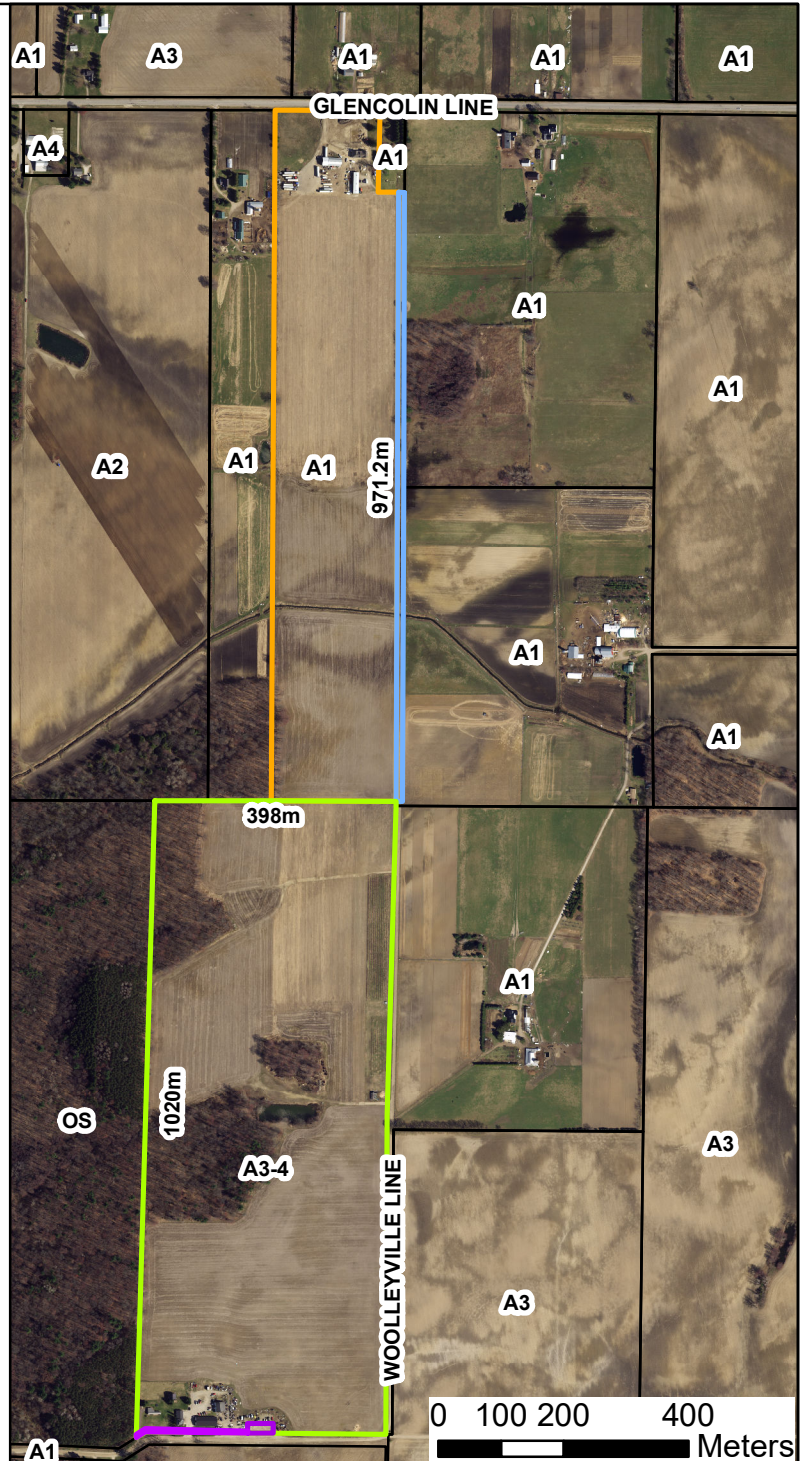
**Township
of Malahide
Figure 1**







OFFICIAL PLAN DESIGNATION
Agriculture

ZONING

A1 General Agricultural
A3 Large Lot Agricultural



-  Parcel B to be Severed
-  Parcel C to be Retained
-  Lands to which parcel B will be conveyed to as a lot addition

 Proposed road widening and turning circle. The precise location, extent, and size of road widening and turning circle block to be determined by the Township.



E13-23 – Recommended Conditions

THAT the Township of Malahide has no objection to the Application for Land Severance No. E13/23 (formerly E51/21, lapsed) in the name of John Loewen & David Loewen, relating to the property located at Part of Lots 23 and 24, Concession North Gore (specifically described as Parts 2-4 on 11R-7037), Geographic Township of Malahide, subject to the following conditions:

1. In order to facilitate the approval process for the severance, the applicant is required to furnish a grading plan for the severed parcel. This plan should be prepared by a qualified professional, such as an engineer or surveyor, who will assess and confirm that sufficient lot drainage is adequate for both properties. This confirmation will ensure that the separation of one property does not lead to drainage issues on the other. If, due to existing site conditions, the certification cannot be provided, the applicant is obligated to engage a qualified professional to create a grading plan. Subsequently, the necessary site alterations and grading works must be completed before final approval of the severance is granted. This requirement aims to guarantee responsible land development practices and prevent potential future drainage complications between the severed and retained parcels.
2. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.
3. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.
4. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.
5. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
6. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
7. That all required land dedications to the Township of Malahide are complete or the necessary agreements are in place with sufficient security posted to cover the costs of the works prior to the stamping of the deed, specifically:
 1. Road widening along Woolleyville Line; and,
 2. A turning block of a sufficient area and at a location along Woolleyville Line.The above-noted land dedications shall be to the satisfaction of the Township of Malahide Director of Public Works.
8. That the Township of Malahide be satisfied that associated Consent Application No. E18-23 (formerly E52-21, lapsed) be completed prior to the stamping of any deeds

E18-23 – Recommended Conditions

THAT the Township of Malahide has no objection to the Application of Land Severance No. E18-23 (formerly No. E52/21, lapsed) in the name of John Loewen and David Loewen relating to the property located at Part of Lots 96 & 97, Concession 7, North Talbot Road, and Part of Lot 24, Concession North Gore (specifically described as Parts 1 & 2 on 11R-7037 and Part 1 on 11R-4182), Geographic Township of Malahide, subject to the following conditions:

1. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.
2. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.
3. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.
4. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
5. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
7. That all required land dedications to the Township of Malahide are complete or the necessary agreements are in place with sufficient security posted to cover the costs of the works prior to the stamping of the deed, specifically:
 - a) Road widening along Woolleyville Line; and,
 - b) A turning block of a sufficient area and at a location along Woolleyville Line.The above-noted land dedications shall be to the satisfaction of the Township of Malahide Director of Public Works.



REPORT NO. BL-24-24

TO: Mayor & Members of Council
DEPARTMENT: Development Services
MEETING DATE: May 16, 2024
SUBJECT: **Property Standards & Lot Maintenance By-laws**

RECOMMENDATION:

THAT Report No. BL-24-24 entitled "Property Standards & Lot Maintenance By-laws" be received;

AND THAT Staff be directed to take the necessary steps to formulate a Property Standards Appeal Committee in the Township of Malahide.

PURPOSE & BACKGROUND:

The purpose of this Report is to remove Lot Maintenance provisions from the Property Standards By-law and regulate Lot Maintenance issues in a different By-law that is not subject to the Ontario Building Code Process. This report also seeks for Council direction to establish a Property Standards Appeal Committee for the Township of Malahide.

COMMENTS & ANALYSIS:

On July 10, 2023, a dedicated By-law Enforcement Officer (BLEO) started with the Municipality of Bayham, with services being split between Bayham and Malahide.

As part of the ongoing Service Review, the Municipal Law Enforcement Officer has identified issues that relate to Property Standards and Lot Maintenance that could be dealt with by separating the Lot Maintenance regulations into a separate By-law.

Why is it necessary to govern lot maintenance separately?

Property standards by-laws are mechanisms for municipalities to prescribe minimum maintenance standards for property and more importantly buildings and structures. Property standards by-laws utilize statutory authority under the Ontario Building Code.

Enforcement typically involves laying an Order for a contravention. Orders are subject to appeal to a Property Standards Committee set up by the Municipality within 14 days of the order being served. There are typically costs associated with an appeal as Committee members are required to be arms reach and usually members are compensated on a per-appeal basis.

Remedial Action (where the Municipality does the work with a contractor and bills back the costs to the tax roll) is an option but only when the appeal has been heard, or if the appeal period has lapsed, following the issuance of an Order.

Under the current regulatory framework in Malahide, in order to deal with something such as long grass, the By-law Enforcement Officer would have to lay an order under the Ontario Building Code.

Staff are proposing to implement a separate lot maintenance by-law which does not deal with the maintenance of buildings. This by-law would still be enforceable in the same manner as other by-laws and would allow for remedial action (where if the work is not done, the municipality can retain a contractor to do the work and bill the cost back to the tax roll) but it would be subject to the process under the Ontario Building Code.

Staff are therefore proposing for council approval:

By-law 24-XX – Lot Maintenance

By-law 24-XX – Property Standards (with no lot maintenance provisions)

Property Standards Committee

In order for a Property Standards Order to be issued, there has to be an appeal committee to hear any potential appeal. Currently, Malahide Township does not have any Committee members appointed.

Staff are therefore asking for Council Direction to take the necessary steps in order to appoint committee members.

FINANCIAL IMPLICATIONS:

It is suggested that a \$500 user fee be adopted per appeal to compensate the (5) five members of the Property Standards Committee, \$100 each per hearing.

LINK TO STRATEGIC & OPERATIONAL PLANS:

- Maintaining the Township's vision for its rural character and good quality of life.
- Implementing the Township's mission to align services with policies.

ATTACHMENTS:

1. Draft Property Standards By-law
2. Draft Lot Maintenance By-law

Prepared by: S. Miller, By-law Enforcement Officer

Approved by: N. Dias, Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 24-25

Being a By-law for prescribing standards for the maintenance and occupancy of Property within the Township of Malahide

WHEREAS subsection 15.1(3) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, provides that the Council of the Township may pass a by-law prescribing standards for the maintenance and occupancy of Property within the Township of Malahide, for prohibiting the occupancy or use of such Property that does not conform to the standards, for requiring Property that does not conform to the standards to be repaired and maintained to conform to the standards or for the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS subsection 15.6(1) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, requires that a by-law passed under section 15.1 of the said *Building Code Act* shall provide for the establishment of a Property Standards Committee;

AND WHEREAS the Official Plan of the Township of Malahide includes provisions relating to Property conditions in the Township;

AND WHEREAS the Council of the Corporation of the Township of Malahide has determined that it is desirable for the greater betterment of the Township to prescribe standards for the maintenance and occupancy of Property within the Township;

AND WHEREAS the Council of the Corporation of the Township of Malahide has prescribed these standards with studied moderation in keeping with the character of the Township of Malahide;

NOW THEREFORE the Council of the Corporation of the Township of Malahide

HEREBY ENACTS AS FOLLOWS:

1. SHORT TITLE

(1) This By-law may be cited as the "Property Standards By-law".

2. INTERPRETATION

(2) In interpreting this By-law:

(a) The captions and headings are inserted for convenience or reference only and do not define, limit or enlarge the scope, meaning or intent of any provisions.

(b) Words used in the present tense include the future tense, words in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

(c) The word “shall” is mandatory and not discretionary

Definition

(3) In this By-law, unless the context otherwise requires:

“Building Code Act” means the Building Code Act, 1992, S.O. 1992, c.23, as amended or any successor thereof.

“Clerk” means the person appointed by the Council of The Corporation of the Township of Malahide to the position of Clerk of the Township of Malahide.

“Committee” means a Property Standards Committee established under this By-law.

“Council” means the Council of the Township.

“Derelict” includes Property or a thing that is: (i)ruined or dilapidated; or (ii) missing an integral part (such as a motor or transmission of an automobile) and unable to operate under its own power.

“Dwelling unit” means a building or part thereof operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

“Medical Officer of Health” means the Medical Officer of Health of the Southwest Public Health Unit.

“Occupant” means any person over the age of eighteen years in possession of the Property.

“Officer” means a Property Standards Officer who has been assigned the responsibility of administering and enforcing this By-law.

“Owner” means any of the following:

a) the registered owner of land;

b) the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the person’s own account or as agent or trustee of any other person, or who would receive the rent if the land and premises were let; or,

c) the lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for maintenance and occupancy of property.

“Parking Area” means an area, whether covered or uncovered, which is provided for the temporary parking of vehicles and may include ingress and egress driveways, aisles, and parking spaces.

“Property” means a building or structure or part of a building or structure and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences, and erections thereon whether theretofore or hereafter erected, and includes vacant property.

“Refuse” means any discarded, disused or inoperative item, material or thing and includes garbage of any kind and, without limiting the generality of the foregoing, includes rubbish, inoperative vehicles and mechanical equipment, automotive and mechanical parts, appliances, furnaces, heater or fuel tanks, furniture, household goods, table waste, paper, cartons, crockery, glassware, cans, yard or garden refuse, earth or rock fill, material from construction or demolition projects and old clothing;

“Township” means the Corporation of the Township of Malahide, or the geographic Township of Malahide, as context requires.

“Vehicle” means an automobile, truck, motorcycle, motorized snow vehicle, and motorized all-terrain vehicle, but does not include cars or engines running on railway tracks, farm tractor, or self-propelled farm machinery or road building equipment.

“Yard” means a space appurtenant to a building or structure, located on the same lot as such building or structure, and which is open, uncovered, and unoccupied from the ground to the sky except as permitted otherwise by this By-law.

“Yard, Front” means a Yard extending across the full width of a lot between the front lot line and the nearest main wall or supporting member of any main building or structure on the lot.

“Yard, Rear” means a Yard extending across the full width of a lot between the rear lot line and the nearest main wall or supporting member of any main building or structure on the lot.

“Yard, Exterior Side” means a side Yard immediately butting a street.

“Yard, Interior Side” means a side Yard other than an exterior side Yard.

3. **GENERAL**

Application

- (1) The standards for maintenance and occupancy set out in this By-law are hereby prescribed and adopted as the minimum standards for all Property within the geographical boundaries of the Township of Malahide.

Non-conforming Use Prohibited

- (2) The occupancy or use of any Property within the Township of Malahide that does not conform to the standards prescribed in this By-law is prohibited.

Correction and Clearance of Non-Conforming Buildings and Structures

- (3) Any Property that does not conform to the standards set forth in this By-law shall have the offending condition corrected and be maintained to conform to the standards prescribed in this By-law or the site shall be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition.

Removal of Signs, Notices Or Placards Prohibited

- (4) No person other than an Officer or any person acting under the Officer's instructions shall remove from any premises of any sign, notice or placard placed thereon pursuant to the provisions of the *Building Code Act*, as amended, or this By-law.

Application of Other By-laws

- (5) Nothing in this By-law shall relieve any person from any obligation to comply with the requirements of any other By-law or with the requirements to obtain any license, permit, certificate, authority, approval, consent or variance otherwise required.

Zoning

- (6) When a Property is properly zoned and lawfully used for that purpose nothing in this By-law shall prohibit such use.

Validity

- (7) Should any section, clause or provision of this By-law be held by a Court of competent jurisdiction to be invalid, the validity of the remainder of the By-law shall not be affected.

Conflicting By-Laws

- (8) Where any provision of this By-law conflicts with any provision of any other By-law of the Township, the provision that establishes the higher standard of protection for the health, safety and welfare of the public shall apply.

Conflict with the *Building Code Act*

- (9) This By-law shall be subject to the provisions of the *Building Code Act*, as amended and where any provision of this By-law conflicts with or is inconsistent with the provisions of the *Building Code Act*, the provisions of the *Building Code Act*, shall apply and shall be deemed to be incorporated into this By-law.

Repairs and Maintenance

- (10) Every Owner of a Property shall:
- (a) repair, maintain and keep the Owner's Property in accordance with the standards set out herein;
 - (b) require all persons who use or occupy the Owner's Property to comply with this By-law; and,
 - (c) comply with any order issued in relation to the Owner's Property pursuant to this By-law.
- (11) In the event that a Property does not meet any of the standards set out herein, the Owner of the Property shall immediately take any and all required action to bring the Owner's Property into compliance with this By-law.
- (12) Every Occupant of a Property shall, in that part of the Property that the Occupant occupies or controls:
- a) maintain all plumbing, cooking, and refrigerating appliances and fixtures and all storage facilities and other equipment therein, if any, in a clean and sanitary condition;
 - b) keep all exits from any building or structure on the Property clean and unobstructed; and
- (13) All work, repairs and maintenance of Property shall be carried out with suitable materials and in a good and workmanlike manner and shall conform to all other by-laws of the Township, codes, statutes and regulations as may be applicable.

4. GENERAL

Compost Heaps

- (1) The Occupant of a residential Property may maintain a compost heap or bin, provided that the compost heap is no larger than 4 metres square and 1.2 metres in height and is enclosed on all sides by concrete block, lumber, a metal frame, or a commercial enclosed container designed for composting.
- (2) Compost heaps or bins shall not be placed in the Front Yard or Exterior Side Yards.
- (3) Compost bins and enclosures shall be maintained in a good state of repair and shall not be overfilled.

Refuse Storage

- (4) External containers and receptacles, where permitted, shall be screened from the view of neighbouring properties and shall be provided with covers so that any material contained therein shall not be exposed to view or to rodents, vermin, insects or other pests. Such covers shall be provided at all times, except when the containers or receptacles are actually being filled or emptied.

Vermin

- (5) Every Property shall be kept free of rodents, vermin, termites and other injurious insects and other pests.

Lighting

- (6) Where exterior artificial lighting is used on a privately-owned Property, it shall be positioned and directed and shall be of an intensity so as not to cause any nuisance or impairment to any neighbouring property, having regard to the character and intended use of the properties in the vicinity.

Water Management

- (7) Every Yard shall be maintained to as to:
 - (a) Facilitate the flow of water through natural drainage, drainage swales, ditches or water courses;
 - (b) Prevent recurrent ponding or the entry of storm water on grade; and
 - (c) Prevent any adverse impact to adjacent properties due to storm water on grade, originally falling in the Yard entering an adjacent property, other than

(i) through an existing natural or artificial drainage swale, ditch or watercourse, or

(ii) in accordance with a grading plan approved by the Township pursuant to subdivision, severance or site plan control, a building permit, a site alteration by-law, or any other approval process.

- (8) No storm water or roof water shall be permitted to discharge onto a sidewalk, walkway, steps, porch or other pedestrian access to a property.

Water Features

- (9) Every swimming pool, hot tub, and wading pool, as well as accessories and appurtenances thereto including fences and gates, shall be maintained in good repair, in a clean and safe condition, free from leaks and health and safety hazards.

Excavations

- (10) Every Property shall be kept free of all unnecessary or unused excavations, holes, unenclosed wells, pits, shafts, cisterns or reservoirs, and the same shall be filled to grade with clean fill.

Fences and Retaining Walls

- (11) All fences, retaining walls and other structures designed to form barriers shall be:
- (a) Maintained in a good state of repair, in a safe and structurally sound condition;
 - (b) Protected from deterioration by the application of suitable protective materials, or constructed of a material that is inherently resistant to deterioration; and,
 - (c) Kept plumb, unless specifically designed to have a different angle.

Buildings and Structures--General

- (12) Every building or structure and every part thereof shall be maintained in a structurally sound condition so as to be capable of sustaining its own weight and any additional load to which it may be subjected through normal use.
- (13) Every building or structure and every part thereof shall be maintained in a clean and tidy condition and in a good state of repair. Any damage or deterioration to a building or structure or to any part thereof shall be promptly repaired in a good and workmanlike manner, having regard to the nature and extent of the damage, using suitable materials.

- (14) The foundations, walls, columns, beams, floors, roof slabs and balconies of a building shall be maintained in a good state of repair and in a safe and structurally sound condition, free from damaged, decayed or weakened sills, piers, posts or other supports in a manner so as to prevent the entry of moisture, rodents and insects into the building.

Doors and Windows

- (15) All exterior openings for doors and windows to a building shall be fitted with doors or windows.
- (16) Exterior doors, windows and skylights shall be maintained in good repair and weather tight condition. Rotted, damaged and defective materials including but not limited to doors, door frames, sashes and casings shall be renewed. Broken glass shall be replaced or protected.

Stairs, Porches and Balconies

- (17) Outside stairs, porches, balconies and landings shall be maintained so as to be free of holes, cracks and other defects. Broken, loose, rotted or deteriorated materials shall be replaced.

Railings

- (18) Guardrails, balustrades and handrails shall be constructed and maintained rigid in nature capable of sustaining any load to which it may be subjected through normal use.
- (19) A handrail shall be installed in conjunction with every set of stairs containing more than three risers and such handrail shall be adequately secured and maintained in good repair.
- (20) Secure guardrails shall be installed around the perimeter of the higher floor surface where there is a difference in elevation to adjacent surfaces of more than 0.6 metres.

Exterior Walls

- (21) The exterior walls of a building shall be maintained in good repair, free from cracked or broken masonry, defective or deteriorated wood or metal siding or trim, and cracked, broken or loose stucco, and in a weathertight condition.
- (22) The exterior walls of a building shall be protected from deterioration by the application of paint or other suitable protective materials, or constructed of a

material that is inherently resistant to deterioration, and shall be maintained as necessary.

- (23) Eavestroughs, rainwater pipes, flashing, exterior ducts, and other metal surfaces shall be kept free from rust by the application of a suitable protective material.

Roofs

- (24) All roofs of buildings and structures shall be maintained:

- (a) In a good state of repair;
- (b) In a weathertight condition, so as to prevent the admission of water into any part of the roof or building;
- (c) Free from loose or unsecured parts, objects or materials; and,
- (d) Free from dangerous accumulation of snow, ice, or other materials.

Vacant and Damaged Buildings

- (25) Every vacant building shall be maintained in a secure condition to prevent unauthorized entry.
- (26) Every vacant building shall have all services to the building turned off except those services that are required for the security and maintenance of the Property.
- (27) Every building damaged by fire, storm or other cause shall be demolished or restored so that the building is structurally sound within a reasonable time after such damage occurs.
- (28) Every opening in a fire-damaged building shall be boarded up to prevent unauthorized entry into the building until the necessary work is completed.

Demolition

- (29) Upon the demolition or removal of any building or structure, all excavations shall be filled to grade with clean fill and levelled with the surrounding grade and landscaped.

Parking

- (30) All areas used for vehicular traffic and parking shall be surfaced with asphalt, concrete, crushed stone, paving stones arranged in a uniform pattern, or gravel surfacing, and shall be kept free from dirt or other litter and kept in good repair.

Interior Structures and Surfaces

- (31) The interior floors, ceilings and walls of a building shall be maintained:
- (a) In good repair, free from moisture, holes, loose boards and damaged or decayed materials;
 - (b) In a safe condition.
- (32) All floors and floor coverings in buildings shall be kept in a smooth and level condition, free of loose, warped, protruding or broken coverings.

Water and Plumbing

- (33) Every dwelling shall be provided with an adequate supply of drinkable running water from a source approved by the Medical Officer of Health.
- (34) Every dwelling unit shall contain plumbing fixtures consisting of at least,
- (a) a toilet;
 - (b) a kitchen sink;
 - (c) a washbasin; and
 - (d) a bathtub or shower.
- (35) A washbasin shall be located in every room containing a toilet unless this is not possible, in which case, a washbasin shall be located in a room adjoining the room containing the toilet.
- (36) No toilet or urinal shall be located in a room that is used for the preparation, cooking, storage or consumption of food, or for sleeping.
- (37) Bathtubs and showers shall be caulked so as to form a continual seal impervious to water penetration.
- (38) Every sink, washbasin, bathtub or shower required by this by-law shall have an adequate supply of hot and cold running water.
- (39) Every toilet required by this by-law shall have an adequate supply of running water.
- (40) All waste water pipes shall either be connected to the municipal sanitary sewer system, or to a septic system.
- (41) No person shall cause, permit, continue or allow the discharge of wastewater or sanitary sewage in any manner other than as required under section 4(40).

(42) All septic systems shall be maintained in good working order.

Kitchens

(43) Every dwelling unit shall include a kitchen which shall contain, in addition to a kitchen sink, an electrical or gas power supply for cooking and refrigeration purposes as approved by the appropriate authority.

Ventilation Systems

(44) Ventilation systems shall be cleaned regularly to prevent the accumulation of materials which could create a fire or explosion hazard, contaminate the air or create any other health or safety hazard.

Heating and Mechanical Systems

(45) Every dwelling shall be provided with a heating system capable of maintaining a room temperature of 20 degrees Celsius (68 degrees Fahrenheit) in the centre of all 3.47 habitable rooms, bathrooms and powder rooms.

(46) The heating system required by section 4(45) shall be maintained in good working condition and be capable of heating the dwelling to the required temperature.

(47) Portable heaters shall not be used as a primary source of heat, except in an emergency.

(48) A portable heater shall not be placed so as to impede the free movement of persons within the room where the heater is located.

(49) In the case of a heating system that burns solid or liquid fuel, every fuel-burning appliance shall be properly vented to the outside air by means of a chimney or flue as required to ensure safe operation of the appliance.

(50) Every fireplace, chimney, smoke pipe, flue, vent and similar construction shall be maintained so as to be free from defects and shall prevent gases and smoke from leaking into the dwelling unit.

(51) Air conditioners shall be maintained in a safe mechanical and electrical condition.

Electrical Systems

(52) Buildings with electrical service shall be connected to the electricity supply system in a manner that provides adequate capacity for the intended use of the building and electrical facilities within the building, including the connections, lines, outlets, fuses, circuit breakers, and any appurtenances thereto shall be maintained in good working order.

- (53) The owner of every Property with electrical service shall ensure that the electrical system is inspected and approved for use by the appropriate authority.

Lighting

- (54) Artificial lighting shall be available in all rooms, stairways, halls, corridors, garages and basements of a dwelling unit that are accessible to its occupants.
- (55) Where interior artificial lighting is used on a privately-owned Property, it shall be positioned and directed and shall be of an intensity so as not to cause any nuisance or impairment to any neighbouring property, having regard to the character and intended use of the properties in the vicinity.

5. ADMINISTRATION AND ENFORCEMENT

Property Standards Committee

- (1) A Property Standards Committee is hereby established which shall be composed of five (5) individuals appointed from time to time by Council.
- (2) Each member of the Committee shall be appointed for a term of one year.
- (3) When a vacancy occurs in the membership of the Committee, the Council shall forthwith fill the vacancy.
- (4) The members of the Committee shall elect one of themselves as chair, and when the chair is absent through illness or otherwise, the Committee may appoint another member acting chair.
- (5) Any member of the Committee may administer oaths.
- (6) The members of the Committee shall be paid such compensation as the Council may provide.
- (7) Secretarial services for the Committee shall be provided through the office of the Clerk.
- (8) The Secretary of the Committee shall keep on file minutes and records of all applications and the decisions thereon and of all other official business of the Committee, and the *Municipal Act, 2001*, as amended, applies with necessary modifications to such documents.
- (9) A majority of the Committee constitutes a quorum.

- (10) The Committee may adopt its own rules of procedure but before hearing an appeal the Committee shall give notice or direct that notice be given of such hearing to such persons as the Committee considers should receive such notice.

Property Standards Officer—General Duties

- (11) Upon receipt of a written complaint, it shall be the duty of an Officer to administer and enforce the provisions of this By-law, and in the performance of such duty, he shall have all the powers and responsibilities set forth in the *Building Code Act*, as amended, and the Regulations thereto.

Right of Entry

- (12) Subject to section 5(11) an Officer may, upon producing proper identification, enter upon any Property at any reasonable time without a warrant for the purpose of inspecting the Property in relation to the complaint to determine,
- (a) whether the Property conforms with the standards prescribed by this By-law; or
 - (b) whether an order made under section 5(13) has been complied with.

Orders

- (13) An Officer who finds that a Property does not conform with any of the standards prescribed in this By-law may make an order:
- (a) stating the municipal address or the legal description of such Property,

giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and leveled condition;
 - (b) indicating the time for complying with the terms and conditions of the order and giving notice that, if the repair or clearance is not carried out within that time, the Township may carry out the repair or clearance at the Owner's expense; and
 - (c) indicating the final date for giving notice of appeal from the order, and how the order may be appealed.

Service and Posting of Order

- (14) The order shall be served on the Owner of the Property and such other persons affected by it as the Officer determines, and a copy of the order may be posted on the Property.

Removal Prohibited

- (15) Where any sign, notice, order or placard has been placed on any premises pursuant to this By-law, no person shall remove such sign, notice or placard from the premises without the authority of the Officer.

Registration of Orders

- (16) The order may be registered in the proper land registry office, and upon such registration, any person acquiring an interest in the land subsequent to the registration of the order shall be deemed to have been served with the order on the day on which the order was served, and when the order has been fully complied with, the Clerk of the Township shall forthwith cause to be registered in the proper land registry office a notice certifying that such order has been complied with, which shall operate as a discharge of the order.

Appeal to Property Standards Committee

- (17) When the Owner upon whom an order has been served is not satisfied with the terms or conditions of the order, he may appeal to the Property Standards Committee by sending notice of appeal by registered mail or personal delivery to the Secretary of the Property Standards Committee within fourteen days after being served with the order.
- (18) An order that is not appealed within the time referred to in section 5(17) is deemed to be confirmed.
- (19) The Secretary of the Committee shall, upon receipt of the notice of appeal, fix an appointment for hearing thereof and give notice in writing of the appointment for hearing at least fourteen days prior to the date fixed therefore to the appellant and to the Officer who issued the order. The Committee may give further notice or direct that notice be given of the hearing of an appeal to such other persons as the Committee considers advisable.

Powers of Committee on Appeal

- (20) If an appeal is taken, the Committee shall hear the appeal and shall have all the powers and functions of the Officer who made the order and may,

- (a) confirm, modify or rescind the order to demolish or repair; and,
 - (b) extend the time for complying with the order if, in the Committee's opinion, the general intent and purpose of the By-law is maintained.
- (21) The decision of the Committee shall be made in writing and the Secretary of the Committee shall serve a copy of the Committee's written decision to the appellant and the Officer who issued the order.

Appeal to Court

- (22) The Township, or any Owner or Occupant or person affected by a decision under of section 5(21) may appeal the decision to a judge of the Superior Court of Justice by notifying the Clerk of the Township in writing and by applying to the Superior Court of Justice for an appointment within 14 days after being served with the decision appealed from.
- (23) The Superior Court of Justice shall appoint, in writing, a time and place for the hearing of the appeal and may direct in the appointment the manner in which and the person upon whom the appointment is to be served.
- (24) On the appeal, the judge has the same powers and functions as the committee.

Effect of Decision

- (25) An order that is deemed to be confirmed under section 5(18), or that is confirmed or modified by the Committee under section 5(20), or by a judge under section 5(24), shall be final and binding upon the owner who shall carry out the repair or demolition within the time and in the manner specified in the order.

Certificate of Compliance

- (26) Following a satisfactory inspection of a Property, the Officer shall, if requested by the Owner, issue to the Owner a certificate of compliance, if, in the Officer's opinion, the Property is in compliance with the standards set out in this By-law.
- (27) Where the Owner has made a request for a certificate of compliance, the fee of Sixty Dollars (\$60.00) shall be paid prior to the issuance of the certificate of compliance.

6. EMERGENCY POWERS

Emergency Orders

- (1) Despite any other provision of this By-law, if, after an inspection of a Property, an Officer is satisfied that there is nonconformity with the standards prescribed in this

By-law to such extent as to pose an immediate danger to the health or safety of any person, the Officer may make an order containing particulars of the nonconformity and requiring remedial repairs or other work to be carried out immediately to terminate the danger.

Service of Emergency Order

- (2) The Order shall be served on the Owner of the Property and such other persons affected thereby as the Officer determines and a copy shall be posted on the Property.

Emergency Powers

- (3) After making an order under section 6(2), the Officer may, either before or after the order is served, take any measures necessary to terminate the danger and, for this purpose, the Township may, through its employees and agents, at any time enter upon the Property in respect of which the order was made without a warrant.

No Liability

- (4) The Officer, the Township or anyone acting on behalf of the Township is not liable to compensate the Owner, Occupant or any other person by reason of anything done by or on behalf of the Township in the reasonable exercise of its powers section 6(3).

Service

- (5) Where the order was not served before measures were taken by the Officer to terminate the danger, the Officer shall forthwith after the measures have been taken serve or send copies of the order in accordance with section 6(2) as soon as practicable after the measures have been taken, and each copy of the order shall have attached to it a statement by the Officer describing the measures taken by the Township and providing details of the amount expended in taking the measures.

Service of Statement

- (6) If the order was served before the measures were taken, the Officer shall serve a copy of the statement mentioned in section 6(5) in accordance with section 6(2) as soon as practicable after the measures have been taken.

Application to Court

- (7) As soon as practicable after the requirements of sections 6(5) and 6(6) have been complied with, the Officer shall apply to a judge of the Superior Court of Justice for

an order confirming the order made under section 6(1) and the judge shall hold a hearing for that purpose.

Powers of Judge

- (8) The judge in disposing of an application under section 6(7) shall:
- (a) confirm, modify, or rescind the order; and
 - (b) determine whether the amount spent on measures taken to terminate the danger may be recovered in whole, in part, or not at all.

Order Final

- (9) The disposition under section 6(8) is final.

7. FAILURE TO COMPLY - ENFORCEMENT - PENALTIES

Enforcement—Remedial Action

- (1) If an order made under this By-law that has been confirmed or deemed confirmed has not been complied with, the Township may cause the Property to be repaired or demolished in accordance with the order.
- (2) For the purpose of repairing or demolishing a Property in accordance with section 7(1), employees or agents of the Township may enter the Property at any reasonable time without a warrant.
- (3) The Township or a person acting on the Township's behalf is not liable to compensate the Owner, Occupant, or any other person by reason of anything done by or on behalf of the Township in the reasonable exercise of its powers under section 7(1).
- (4) The Township may recover its costs of effecting any repair or demolition done pursuant to section 7(1) by action or by adding the costs to the tax roll for the Property and collecting them in the same manner as municipal taxes. Any cost so added to the tax roll shall bear interest from the date the first demand for payment is made at the same rate as overdue taxes.

Enforcement—Statutory Injunction

- (5) In addition to any other remedy and to any penalty imposed under this By-law, a contravention of any of the requirements of this By-law may be restrained by application at the instance of a taxpayer or of the Township in accordance with the provisions of the *Municipal Act, 2001*.

Enforcement—Offence

- (6) Every person who contravenes any provision of this By-law is guilty of an offence and is liable, upon conviction, to a fine of not more than fifty thousand dollars (\$50,000) for a first offence and to a fine of not more than (\$100,000) for a subsequent offence.
- (7) Notwithstanding section 7(6), if the person convicted is a corporation, the corporation is liable to a fine of not more than five hundred thousand dollars (\$500,000) for a first offence and to a fine of not more than one million, five hundred thousand dollars (\$1,500,000) for a subsequent offence.

8. REPEAL AND REPLACE

- (1) By-law No. 20-12 is hereby repealed.
- (2) This By-law shall come into force immediately upon being finally passed.

READ a FIRST and SECOND time this ____ day of ____, 2024.

READ a THIRD time and FINALLY PASSED this ____ day of ____, 2024.

Mayor, D. Giguère

Clerk, A. Adams

TOWNSHIP OF MALAHIDE

By-law No. 24-24

LOT MAINTENANCE BY-LAW

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	SHORT TITLE	3
2	DEFINITIONS	3
3	SCOPE	6
4	GENERAL PROHIBITION	6
5	LOT MAINTENANCE REGULATIONS, STANDARDS, AND/OR PROHIBITIONS	6
6	SPECIAL PROVISIONS – LANDSCAPING	8
7	SPECIAL PROVISIONS – NATURAL GARDENS	8
8	SPECIAL PROVISIONS – LOT GRADING AND DRAINAGE / FILL PLACEMENT	9
9	SPECIAL PROVISIONS – OUTDOOR STORAGE	10
10	SPECIAL PROVISIONS – FENCES / FENCING	10
11	ADMINISTRATION AND ENFORCEMENT	11
12	NOTICE OF VIOLATION	11
13	OFFENCE AND PENALTY	12
14	SEVERABILITY	13
15	EFFECTIVE DATE	13

TOWNSHIP OF MALAHIDE**BY-LAW NO. 24-24**

Being a By-law to Provide for the Maintenance of Land in a Clean and Clear Condition

WHEREAS section 127(a) of the Municipal Act, S.O. 2001, c. 25, as amended, (hereinafter "Act") authorizes a local municipality to pass by-laws respecting the cleaning and clearing of lands, not including buildings, and to require the owner or occupant of such land to clean and clear that land, not including buildings, or to clear refuse or debris from such lands;

AND WHEREAS section 127(b) of the said Act authorizes a local municipality to regulate when and how the matters referred to in the previous section 127(a) shall be done;

AND WHEREAS section 127(c) of the said Act provides this policy may prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of such land;

AND WHEREAS section 127(d) of the said Act authorizes a local municipality to define "refuse" for the purposes aforesaid;

AND WHEREAS section 131 of the said Act authorizes a local municipality to prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS section 436 of the said Act authorizes a municipality to pass by-laws providing for entry onto lands for purposes of, among other things, inspection in relation to matters otherwise prohibited and/or regulated by by-law;

AND WHEREAS section 446 of the said Act authorizes a municipality to direct or require that a matter or thing be done in default of which the municipality may enter upon land at any reasonable time to do such matter or thing at the expense of the owner and, furthermore, providing that the cost of doing such matter or thing may be recovered by the municipality by action or by adding such costs to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS section 425 and 429 of the said Act authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality is guilty of an offence and thereafter subject to penalty;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it desirable to regulate and govern the maintenance of land in order to enhance the quality of the community and neighbourhoods, to protect the safety, health, and well-being of the public, and to ensure the continued enjoyment of property by residents and property owners of the said Municipality.

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

1. Short Title

- (1) This By-Law shall be known as “Lot Maintenance By-Law”.

2. Definitions

- (1) “**By-Law**” means this By-Law.
- (2) “**By-Law Enforcement Officer**” means a Municipal Enforcement Officer as appointed by Council or a police officer, including but not limited to a member of the Ontario Provincial Police.
- (3) “**Commercial Solid Waste or Grease Container**” means a waste or grease disposal container placed on land within the territorial limits of the Municipality for the temporary storage of waste or grease; provided that, to meet this definition, the said container shall be waterproof, leak-proof, and shall be covered at all times except when depositing waste therein or removing the contents thereof.
- (4) “**Composting**” shall mean the biological degradation or breakdown of organic material into soil-like material.
- (5) “**Composting Container**” shall mean the holding unit used to store yard, garden, or household waste for purposes of composting.
- (6) “**Corporation**” means The Corporation of the Township of Malahide.
- (7) “**Council**” means the elected Council of The Corporation of the Township of Malahide.
- (8) “**Land**” or “**Lands**” means real property, including a water lot, within the territorial limits of the Municipality and, for purposes of this By-Law includes real property constituting all or a portion of a lot lying or being appurtenant to a building or structure, whether used for residential or commercial purposes but excluding any such building or structure.

- (9) “**Lot**” means a parcel of land, the boundaries of which are defined in the last registered instrument by which legal or equitable title to the said parcel was lawfully and effectively conveyed.
- (10) “**Maintenance**” means the preservation and keeping of a property in compliance with requisite standards, prohibitions, or regulations as contained in this By-Law.
- (11) “**Motor Vehicle**” means any form of transportation for humans designed to be propelled or driven otherwise than by muscular power and includes but is not limited to automobiles, cars, trucks, motorcycles, motor homes, and trailers of any description.
- (12) “**Municipality**” means the Township of Malahide and includes the geographic area thereof.
- (13) “**Noxious Weed**” means and includes a plant designated as a noxious weed pursuant to The Weed Control Act, R.S.O. 1990, c. W.5, as amended.
- (14) “**Nuisance**” means any use or condition which interferes with the normal enjoyment or use of any lands, including but not limited to neighbouring land.
- (15) “**Occupant**” means any person or persons over the age of eighteen (18) years in possession and/or control of land or lands within the Municipality.
- (16) “**Other Vehicle**” means any form of transportation for humans designed to be propelled or driven otherwise than by muscular power and includes but is not limited to tractors, self-propelled construction and/or industrial equipment or implements of husbandry, motorized snow vehicles, or cars of steam, electric, or diesel railways.
- (17) “**Owner**” means the person or persons who owns or own any land or lands, or any lots thereof, within the Municipality and includes but is not limited to a registered or equitable owner, occupant, tenant, lessee, or mortgagee in possession.
- (18) “**Person**” means any individual, company, corporation or director thereof, partnership, firm, trust, sole proprietorship, government or government agency, authority, or entity, howsoever established, joint venture, syndicate, or other legal entity, and further includes all successors, assigns, or legal representatives thereof.
- (19) “**Private Drain**” means a sanitary private drain for the collection and transmission of sanitary sewage to the sanitary sewer and to which extraneous flows, such as storm drainage, roof water, and surface and/or ground waters are not to be intentionally admitted.

- (20) **“Vessel”** means any form of marine transportation for humans, commodities, or goods and designed to be propelled by any means including but not limited to internal combustion engine or engines or otherwise by steam, electric, muscular, or natural power.
- (21) **“Waste Material”** means any article, thing, matter, or effluent that appears to have been set aside, discarded, abandoned, or discharged, whether of any value or not, or otherwise appears to have been used up in whole or in part, or expended or worn out in whole or in part and, without limiting the generality of the foregoing, includes but is not limited to the following:
- a. Garbage, refuse, debris, litter, grass clippings, tree and garden cuttings, brush, vegetative undergrowth and underbrush, dead, diseased or damaged trees or bushes or leaves therefrom, and leaves.
 - b. Containers, including but not limited to crockery, dishes, glassware and bottles, both plastic and/or metal.
 - c. Paper, cardboard, cloth, plastics, and/or synthetics.
 - d. Weighty or bulky materials such as machinery, stoves, refrigerators and other such appliances, furniture, furnace parts, pipes, water or fuel tanks, wooden or metal signs or pallets, or any part or parts thereof.
 - e. A motor vehicle or other vehicle which is not operative, a motor vehicle which is not currently licensed pursuant to the provisions of the Highway Traffic Act, S.O. 1990, c. H.8, as amended, discarded motor vehicle or other vehicle, automotive parts, vehicle parts and accessories, mechanical equipment, mechanical parts, unmounted tires, tires mounted on rims, and/or accessories or adjuncts to any such motor vehicle or other vehicle and mechanical equipment.
 - f. A vessel which is not operative, discarded vessel, unsound or unseaworthy vessel, vessel parts and accessories, mechanical equipment, mechanical parts, and/or accessories or adjuncts to such a vessel and/or mechanical equipment.
 - g. Broken concrete (other than for shore protection), asphalt pavement, patio/sidewalk slabs, surplus building materials whether new or used.
 - h. Material resulting from or as part of construction, alteration, repair or demolition of any building or structure.
 - i. Rubble, inert fill, and/or fencing materials.
 - j. All waste of animal or vegetable origin resulting from the processing or preparation or storage or sale or consumption of food, except any material of vegetable origin placed in the composting container.

- k. Any liquid containing chemicals or solids either dissolved or in suspension.
- l. Any animal excrement, except for animal excrement being applied for a horticultural or an agricultural use.

(22) “**Yard**” or “**Yards**” means the land or lands, other than publicly-owned land or lands, around or appurtenant to the whole or any part of a residential or non-residential building or structure and used or capable of being used in connection with such land or lands.

3. Scope

- (1) The regulations, standards, and/or prohibitions set forth in this By-Law are deemed to create minimum standards for the promotion of the health, safety, comfort, convenience, and general welfare of the Municipality and its residents and property-owners.

4. General Prohibition

- (1) No person, including any owner or occupant of land, shall fail to comply with any regulation, standard, or prohibition set forth in this By-Law.

5. Lot Maintenance Regulations, Standards, and/or Prohibitions

- (1) Every owner of land in the Municipality shall keep such land, in whole and in part and including all yards, grounds, and vacant lands, drained and cleaned and cleared of all waste material.
- (2) For purposes of clarity and in respect of the regulation set forth in section 5(1) above, the requirement for keeping land cleaned and cleared of all waste material is deemed to include removal of any noxious weed and/or grasses in excess of 20cm in height, measured from ground level at the location from which such noxious weed or grass grows, except on any slope requiring such vegetation for slope stability, the proof of which exception is borne by the owner or owners of such land.
- (3) Every owner of land in the Municipality shall fill in any excavation located on such land so owned which is not completely enclosed by an adequate barrier and/or fencing, the adequacy of which barrier or fencing is to be determined by the Chief Building Official of the Municipality or his or her designate.
- (4) For purposes of clarity and in respect of the regulation set out in section 5(3) above, the requirement for filling in an excavation does not apply to work that, in the opinion of the Chief Building Official of the Municipality or his or her designate, is actively proceeding under a construction or building permit.
- (5) No person, including any owner of land in the Municipality, shall connect or cause or permit any connection of any weeping tile, foundation drain, roof drain,

or lay drain into any private drain servicing such lands, including any building or structure erected thereon, and, furthermore, no person, including any owner of land in the Municipality, shall discharge or cause or permit to be discharged any extraneous flow, including but not limited to roof or surface water or storm drainage, into any private drain.

- (6) Every owner of land in the Municipality and serviced by a private drain shall alter or repair that private drain to disconnect any extraneous flows from or into such private drain.
- (7) Every owner of land in the Municipality shall drain lands so owned upon which surface or groundwater has accumulated to a depth which, in the opinion of the By-Law Enforcement Officer, creates an unsafe or dangerous condition.
- (8) For purposes of clarity and in respect of the regulation set forth in section 5(7) above, the requirement for draining of surface or groundwater does not apply to swimming pools lawfully constructed, installed, and maintained, storm water management facilities, water gardens, or natural bodies of water.
- (9) Every owner of land in the Municipality shall keep all hedges and trees adjacent to a public sidewalk or highway cut and trimmed so as to allow safe and unhindered passage and an unrestricted view of pedestrians and/or vehicular traffic travelling upon such sidewalk or highway.
- (10) No person, including the owner thereof, shall use or cause or permit the use of any land in the Municipality for dumping, depositing, or otherwise disposing of waste material of any kind.
- (11) No person, including any owner thereof, shall use any land in the Municipality for storage of any motor vehicle without a current license plate or any other vehicle for the purpose of wrecking or dismantling them or salvaging parts thereof for sale or other disposal unless that use of such land in the Municipality is in strict compliance with zoning requirements enacted by the Municipality.
- (12) No person, including any owner thereof, shall use any land in the Municipality for storage of any other vehicle or vehicles or any vessel or vessels for the purpose of wrecking or dismantling such vessel or vessels or salvaging parts there from for sale or other disposition unless such use of land is in conformity with zoning requirements enacted by the Municipality.
- (13) No person, including the owner of any land in the Municipality, shall cause or permit any Commercial Solid Waste or Grease Container to overflow its normal capacity when its cover or covers are in a closed and secured position.
- (14) No person, including the owner of any land in the Municipality, shall cause or permit foul or offensive odour or odours to emanate from any Commercial Solid Waste Container or Grease Container.

- (15) Every owner of any lot fronting any municipal highway or street where an adjacent sidewalk has been constructed shall remove and/or clear away and keep removed and cleared away all snow and ice from such sidewalk on the street side nearest to such lot, such removal to be completed within twenty-four (24) hours of a snowfall.
- (16) Every owner of any lot in the Municipality which fronts upon any municipal highway or street where an adjacent sidewalk has been constructed shall remove and clear away and keep removed and cleared away all dirt, debris, and litter from the said sidewalk on the street side nearest to such lot.
- (17) No person, including any owner thereof, shall plant, maintain, or permit any tree, brush, hedge, or shrub to grow more than one (1) metre in height on a corner lot where such tree, bush, hedge, or shrub is planted within four (4) metres of the intersection of the front lot line and the exterior lot line of such lot.
- (18) Every owner of any land in the Municipality shall keep such land clean and clear of any dilapidated or collapsed buildings or structures, or parts thereof, as erected upon such land.
- (19) Every owner of any land in the Municipality shall keep a yard or pen where a dog or dogs are allowed to run in a clean and sanitary condition and, furthermore, all excrement, feces, refuse, and dropped or scattered food associated therewith shall be removed from such yard or pen by the said owner at least once every three (3) days.
- (20) Every owner of land in the Municipality shall keep such land clean and clear of any object or objects and/or condition or conditions which are or could create any health, fire, or safety hazards, including but not limited to any object or condition which could promote or encourage the infestation and/or habitation of or by rodents, insects, or other vermin.

6. Special Provisions – Landscaping

- (1) Without limiting the generality of any provision set forth above,
- (a) Every owner of land in the Municipality shall keep all trees, bushes, hedges, and other landscaping material in a condition so as to prevent unsightly or unreasonable undergrowth in relation and compared to the surrounding natural environment.
- (b) Every owner of land in the municipality shall keep and take reasonable steps to keep grass, trees, bushes, hedges, and other landscaping material in a living condition.

7. Special Provisions – Natural Gardens

- (1) Without limiting the generality of any provision set forth above and subject to the regulations and prohibitions set forth in section 7(2) below, the owner of any land in the Municipality may grow and maintain a managed and natural landscape, including one or more species of wild flowers, shrubs, trees, herbaceous plants, ferns, and/or grasses, or any combination thereof and regardless of whether such species are native or non-native to the Municipality and/or edible or not edible (referred to as a “natural garden”), upon such land.
- (2) No owner of land in the Municipality shall plant, grow, or maintain a natural garden that:
 - (a) contains any noxious weed;
 - (b) in a suburban area as identified or defined in section 4 of the Official Plan for the Municipality that:
 - (i) fails to maintain a growth setback of two (2) metres from the nearest edge of a highway (as defined by the Highway Traffic Act, R.S.O 1990, c. H.8, as amended) within which any tree, shrub, plant, flower, fern, or grass cannot exceed 15cm in height as measured from the ground level at the location from which it grows; and/or
 - (ii) Fails to maintain a growth setback of two (2) metres from the nearest edge of a sidewalk constructed adjacent to such land within which any tree, shrub, plant, flower, fern, or grass cannot exceed 15cm in height as measured from the ground level at the location from which it grows.

8. Special Provisions – Lot Grading and Drainage / Fill Placement

- (1) Without limiting the generality of any provision set forth above, every owner of land in the Municipality,
 - (a) shall keep such land adequately drained of surface water, including suitable provision for its disposal without causing or creating erosion;
 - (b) shall not discharge water, including but not necessarily limited to surface water, water collected from the roof of any building or water from a swimming pool, onto any driveway, entranceway, walkway, sidewalk, stair, step, or any land adjacent thereto, or any highway in such a manner so as to cause damage or create an unsafe condition;

- (c) shall not cause or permit roof drainage to be discharged onto the ground less than one (1.0) metre from any building constructed thereon, provided that, at the location of discharge, such water does not escape onto or adversely affect adjacent lands or otherwise cause erosion;
- (d) shall not cause or allow any fill piled upon such land to remain in and on the levelled state for longer than fourteen (14) days from the date of such piling, unless the land contains a construction site for which a building permit has been issued by the Municipality and is in effect;
- (e) shall not cause or allow any fill piled upon land to remain uncovered by sod, seed, or agricultural crops for more than thirty (30) days from the date of such piling, unless the land either:
 - (i) is being actively farmed,
 - (ii) contains a construction site for which a building permit has been issued by the Municipality and is in effect, or,
 - (iii) is subdivided under a signed subdivision agreement with the Municipality.
- (f) shall not cause or permit fill to remain upon land which results in the lot grading being altered from what was initially approved in the lot grading plan.

9. Special Provisions – Outdoor Storage

- (1) Where outdoor storage is permitted in the zoning by-law, every owner of any land in the Municipality shall:
 - (a) locate and maintain such storage in a safe condition, wherein all stored items and materials are packed or stacked in a neat and orderly fashion or in bins, containers, structures, or enclosures appropriate for the nature, composition, or other characteristic properties or distinctive attributes of such stored items and materials; and,
 - (b) completely enclose such outdoor storage area with fencing at least 1.5 metres in height, which fencing shall be constructed in such a fashion to screen the view of all items and materials so stored and provided that such fenced enclosures,
 - (c) shall be located at least six (6.0) metres from any highway, and,
 - (d) shall be landscaped on the exterior sides thereof, save any side which adjoins any building, driveway, or parking or loading area.

10. Special Provisions – Fences / Fencing

- (1) Every owner of land or lands in the Municipality upon or between which a fence, fences, or fencing has been erected shall maintain such fence, fences, or fencing,
 - (a) in general repair, free from loose or insufficiently secured, rotten, warped, or broken materials or elements;
 - (b) in a safe and structurally sound condition, capable of sustaining safely its own weight and any load to which it could reasonably be subjected;
 - (c) free of dangerous objects; and,
 - (d) reasonably plumb, unless specifically designed to be other than vertical.

11. Administration and Enforcement

- (1) This By-Law shall be administered by a By-Law Enforcement Officer appointed by Council and shall be enforced by either such By-Law Enforcement Officer or a police officer.
- (2) The By-Law Enforcement Officer may, from time to time, designate another person or persons or retain the services of a qualified consultant to assist in the performance of duties hereunder.
- (3) The By-Law Enforcement Officer may enter on any land at any reasonable time for the purpose of carrying out an inspection of such land, including for the purpose of determining whether or not this By-Law or any Notice of Violation issued hereunder is being complied with.
- (4) For the purpose of conducting an inspection pursuant to section 11(3) above, a power of entry may be exercised by a By-Law Enforcement Officer to carry out an inspection and the said By-Law Enforcement Officer may;
 - (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information from any person related to a matter relevant to the inspection;
 - (d) alone or in conjunction with any person possessing special or expert knowledge, make examinations or take tests, samples, or photographs necessary for the purposes of the inspection.

12. Notice of Violation

- (1) If a By-Law Enforcement Officer is satisfied that a violation or contravention of this By-Law has occurred, the said By-Law Enforcement Officer may serve written notice upon the owner of the involved land, directing that the violation be remedied within a specific period. Such notice shall contain reasonable particulars of the violation adequate to identify same and the location of the land as well as the date by which compliance must be effected.
- (2) In the event that the violation in the notice is not remedied within the aforesaid period of time, the By-Law Enforcement Officer:
 - (a) may cause the violation to be remedied at the expense of the owner. The Municipality shall not be responsible for any damage or loss that may be sustained by the owner as a result and/or;
 - (b) may initiate proceedings in the Ontario Court of Justice for the violation.
- (3) Where a By-Law Enforcement Officer deems a violation of this By-law to constitute an emergency or danger to the public, the said By-Law Enforcement Officer may, without notice, cause such violation to be remedied at the expense of the owner. The Municipality shall not be responsible for any damage or loss that may be sustained by the owner as a result. Where the violation is remedied without prior notice to the owner, the By-Law Enforcement officer shall serve written notice upon the owner of the land describing the particulars of the violation so as to adequately identify same and the location of the land as well as the date upon which the remedial action was taken.
- (4) Any notice given under this By-Law may be given by regular mail, electronic mail or personal delivery. Delivery by regular mail shall be deemed to have been effected on the third day after posting.
- (5) The Municipality may recover its costs of remedying a violation of this By-Law by invoicing the owner, by institution of court proceedings, or by adding the cost to the tax roll in the same manner as municipal taxes. The exercise of any such remedy shall not preclude the exercise of any other available remedy.

13. Offence and Penalty

- (1) Any person who contravenes any provision of this By-Law or a notice issued hereunder is guilty of an offence and, upon conviction, is liable to a minimum fine of \$300.00 and a maximum fine of not more than \$15,000.00.
- (2) A director or officer of a corporation who knowingly concurs in a violation or contravention by the corporation of any provision of or notice under this By-

Law is guilty of an offence and, upon conviction, is liable to a minimum fine of \$300.00 and a maximum fine of not more than \$15,000.00.

- (3) If either a notice has been issued under this By-Law or any Court of competent Jurisdiction has issued an Order in respect of this By-Law and such notice or Order has not been complied with, then any ongoing contravention of such notice or Order shall be deemed to be a continuing offence for each day or part thereof that the said notice or Order is not complied with.
- (4) Any person who contravenes any provisions of this By-Law so as to constitute or commit a continuing offence shall be liable to a fine of not less than \$300.00 and not more than \$15,000.00 for each day or part of a day that such offence continues. The total of any such daily fines for such continuing offence shall not exceed \$100,000.00.
- (5) In the event of conviction of an offence of this By-Law, the Court entering such conviction or any other Court of competent jurisdiction may, in addition to any other penalty, make an Order prohibiting the continuation or repetition of the offence by the person so convicted.
- (6) No person shall hinder or obstruct an Officer in the performance of their duties while they are exercising a power or authority under this by-law.

14. Severability

- (1) If a Court of competent jurisdiction declares any section or part of this By-Law invalid, the remainder of this By-Law shall continue in force unless the Court makes an order to the contrary.

15. Effective Date

- (1) This By-Law shall come into full force and take effect on the date it is passed.

READ a FIRST and SECOND, time this ____ day of ____, 2024.

READ a THIRD time and FINALLY PASSED this ____ day of ____, 2024.

Mayor, D. Giguère

Clerk, Allison Adams

TOWNSHIP OF MALAHIDE

SET FINE SCHEDULE

PART 1 – PROVINCIAL OFFENCES ACT

By-law No. 24-24 (Lot Maintenance)

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1	Fail to comply with regulation, standards or prohibition	4(1)	
2	Fail to keep land drained	5(1)	
3	Fail to keep land cleaned and cleared	5(1)	
4	Owner – Fail to fill in excavation	5(3)	
5	Connect weeping tile, foundation drain or roof drain into a private drain servicing land lands	5(5)	
6	Permit connection of weeping tile, foundation drain or roof drain into private drain servicing land or lands	5(5)	
7	Lay drain into private drain servicing land or lands	5(5)	
8	Permit laying of drain into private drain servicing land or lands	5(5)	
9	Discharge extraneous flow into private drain	5(5)	
10	Permit discharge of extraneous flow into private drain	5(5)	
11	Fail to alter or repair private drain to disconnect extraneous flows	5(6)	
12	Fail to drain lands of surface or ground water – unsafe or dangerous condition	5(7)	
13	Owner – Fail to cut and trim hedges adjacent to sidewalk highway - passage	5(9)	
14	Owner – Fail to cut and trim trees adjacent to sidewalk or highway – passage	5(9)	
15	Owner – Fail to cut and trim hedges adjacent to sidewalk or highway – view	5(9)	
16	Owner – Fail to cut and trim trees adjacent to sidewalk or highway – view	5(9)	
17	Use land for dumping, depositing or disposing of waste material	5(10)	
18	Cause use of land for dumping, depositing or disposing of waste material	5(10)	
19	Permit use of land for dumping, depositing, or disposing of waste material	5(10)	

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
20	Use land for storage of moto vehicle without current license plate	5(11)	
21	Use land for storage of motor vehicle for the purpose of wrecking or dismantling	5(11)	
22	Use land for storage of motor vehicle for purpose of salvaging of parts	5(11)	
23	Use land for storage of vessel for purpose of wrecking or dismantling	5(12)	
24	Use land for storage of vessel for purpose of salvaging of parts	5(12)	
25	Cause Solid Commercial Waste Container to overflow normal capacity	5(13)	
26	Permit Solid Commercial Waste Container to overflow normal capacity	5(13)	
27	Cause Grease Container to overflow normal capacity	5(13)	
28	Permit Grease Container to overflow normal capacity	5(13)	
29	Cause foul or offensive odor to emanate from solid Commercial Waste Container	5(14)	
30	Permit foul or offensive odor to emanate from Solid Commercial Waste Container	5(14)	
31	Cause foul or offensive odor to emanate from Grease Container	5(14)	
32	Permit foul or offensive odor to emanate from Grease Container	5(14)	
33	Fail to remove snow from adjacent sidewalk	5(15)	
34	Fail to clear away snow from adjacent sidewalk	5(15)	
35	Fail to remove ice from adjacent sidewalk	5(15)	
36	Fail to clear away ice from adjacent sidewalk	5(15)	
37	Fail to remove dirt from adjacent sidewalk	5(16)	
38	Fail to clear away dirt from adjacent sidewalk	5(16)	
39	Fail to remove debris from adjacent sidewalk	5(16)	
40	Fail to clear away debris from adjacent sidewalk	5(16)	
41	Fail to remove litter from adjacent sidewalk	5(16)	
42	Fail to clear away litter from adjacent sidewalk	5(16)	
43	Permit tree, bush, or hedge to grow to a height of more than 1 meter within 4 meters of corner	5(17)	
44	Fail to keep land clean and clear of dilapidated or collapsed buildings or structures	5(18)	

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
45	Fail to keep land clean and clear of parts of dilapidated or collapsed buildings or structures	5(18)	
46	Fail to keep yard in a clear and sanitary condition – dog(s) allowed to run	5(19)	
47	Fail to keep pen in a clean and sanitary condition – dog(s) allowed to run	5(19)	
48	Fail to remove feces from yard or pen – dog(s) allowed to run	5(19)	
49	Fail to remove refuse from yard or pen – dog(s) allowed to run	5(19)	
50	Fail to remove dropped or scattered food from yard or pen – Dog(s) allowed to run	5(19)	
51	Fail to keep land clean and clear of object(s) – creation of health fire or safety hazard(s)	5(20)	
52	Fail to keep land clean and clear of object(s) – creation of potential health, fire or safety hazard(s)	5(20)	
53	Fail to keep grass in condition to prevent unsightly or unreasonable growth	6(1)(a)	
54	Fail to keep trees in condition to prevent unsightly or unreasonable growth	6(1)(a)	
55	Fail to keep bushes in condition to prevent unsightly or unreasonable growth	6(1)(a)	
56	Fail to keep hedge in condition to prevent unsightly or unreasonable grown	6(1)(a)	
57	Fail to keep landscaping material in a condition to prevent unsightly or unreasonable growth	6(1)(a)	
58	Fail to keep grass in living condition	6(1)(b)	
59	Fail to take reasonable steps to keep grass in living condition	6(1)(b)	
60	Fail to keep trees in living condition	6(1)(b)	
61	Fail to take reasonable steps to keep trees in living condition	6(1)(b)	
62	Fail to keep bushes in living condition	6(1)(b)	
63	Fail to take reasonable steps to keep bushes in living condition	6(1)(b)	
64	Fail to keep hedges in living condition	6(1)(b)	
65	Fail to take reasonable steps to keep hedges in living condition	6(1)(b)	

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
66	Fail to keep other landscaping material in living condition	6(1)(b)	
67	Fail to take reasonable steps to keep other landscaping material in living condition	6(1)(b)	
68	Plant, grow or maintain a natural garden that contains a noxious weed	7(2)(a)	
69	Plant, grow or maintain a natural garden in urban area – fail to maintain a growth set back from highway	7(2)(b)(i)	
70	Plant, grow or maintain a natural garden in urban area – fail to maintain a growth setback from sidewalk	7(2)(b)(i)	
71	Fail to keep land adequately drained of surface water	8(1)(a)	
72	Fail to keep land adequately drained of surface water – unsuitable disposal	8(1)(a)	
73	Discharge surface water onto driveway	8(1)(b)	
74	Discharge surface water onto entranceway	8(1)(b)	
75	Discharge surface water onto walkway	8(1)(b)	
76	Discharge surface water onto sidewalk	8(1)(b)	
77	Discharge surface water onto stair	8(1)(b)	
78	Discharge surface water onto steps	8(1)(b)	
79	Discharge surface water onto adjacent land	8(1)(b)	
80	Discharge surface water onto highway	8(1)(b)	
81	Discharge surface water onto highway- create unsafe condition	8(1)(b)	
82	Cause discharge of roof drainage onto ground less than 1.0 meter from building	8(1)(c)	
83	Permit discharge of roof drainage onto ground less than 1.0 meter from building	8(1)(c)	
84	Cause fill on land to remain unlevelled – longer than 14 days	8(1)(d)	
85	Permit fill piled on land to remain unlevelled – longer than 14 days	8(1)(d)	
86	Cause fill piled on land to remain uncovered – longer than 30 days	8(1)(e)	
87	Permit fill piled on land to remain uncovered – longer than 30 days	8(1)(e)	
88	Cause fill to remain upon land that results in the lot grading being altered from what was initially approved	8(1)(f)	
89	Permit fill to remain upon land that results in the lot grading being altered from what was initially approved	8(1)(f)	

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
90	Fail to locate permitted outdoor storage in safe condition	9(1)(a)	
91	Fail to maintain permitted outdoor storage in safe condition	9(1)(a)	
92	Fail to pack stored items in a neat and orderly fashion – permitted outdoor storage	9(1)(a)	
93	Fail to stack stored items in a neat and orderly fashion – permitted outdoor storage	9(1)(a)	
94	Fail to pack stored materials in a neat and orderly fashion – permitted outdoor storage	9(1)(a)	
95	Fail to stack stored materials in a neat and orderly fashion – permitted outdoor storage	9(1)(a)	
96	Fail to store items in appropriate bins, containers, structures or enclosures – permitted outdoor storage	9(1)(a)	
97	Fail to store materials in appropriate bins, containers, structures or enclosures – permitted outdoor storage	9(1)(a)	
98	Fail to enclose outdoor storage area with fencing to specifications	9(1)(b)	
99	Fail to enclose outdoor storage area to screen all stored items and materials	9(1)(b)	
100	Locate fenced outdoor storage enclosure within 6.0 metres of highway	9(1)(c)	
101	Fail to landscape exterior sides of fenced outdoor storage enclosure	9(1)(d)	
102	Fail to maintain fence(s) or fencing in general repair	10(1)(a)	
103	Fail to maintain fence(s) or fencing free from loose or insufficiently secure materials or elements	10(1)(a)	
104	Fail to maintain fence(s) or fencing free from rotten, warped or broken materials or elements	10(1)(a)	
105	Fail to maintain fence(s) or fencing in a safe condition	10(1)(b)	
106	Fail to maintain fence(s) or fencing in a structurally sound condition	10(1)(b)	
107	Fail to maintain fence(s) or fencing capable of sustaining its own weight and reasonable load	10(1)(b)	
108	Fail to maintain fence(s) or fencing free of dangerous objects	10(1)(c)	
109	Fail to maintain fence(s) or fencing reasonably plumb	10(1)(d)	
110	Hinder or obstruct an Officer in the performance their duty	13(6)	

Note: The general penalty provision for the offences listed above is Section 7.1 of By-law No. 24-24, a certified copy of which has been filed.



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Meeting Minutes of April 3, 2024
Approved May 1, 2024

Members in attendance:

Robert Chambers, Chair
 Dave Beres, Vice-Chair
 Shelley Ann Bentley
 Doug Brunton
 Michael Columbus
 Tom Masschaele
 Jim Palmer
 Stewart Patterson
 Chris Van Paassen
 Rainey Weisler
 Peter Ypma

County of Brant
 Town of Tillsonburg
 Haldimand County
 Norfolk County
 Norfolk County
 Norfolk County
 Township of Norwich
 Haldimand County
 Norfolk County
 Municipality of Bayham/Township of Malahide
 Township of South-West Oxford

Regrets:

Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Leigh-Anne Mauthe, Interim Manager of Watershed Services
 Saifur Rahman, Manager of Engineering and Infrastructure
 Jessica King, Social Media and Marketing Associate
 David Proracki, Water Resources Analyst
 Dana McLachlan, Executive Assistant

1. Welcome and Call to Order

Chair, Robert Chambers called the meeting to order at 6:30 p.m., Wednesday, April 3, 2024.

2. Additional Agenda Items

There were no additional agenda items.

3. Approval of the Agenda

A-40/24

Moved by J. Palmer

Seconded by T. Masschaele

THAT the LPRCA Board of Directors approves the agenda as circulated.

Carried

4. Declaration of Conflicts of Interest

None were declared.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
 Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

5. Minutes of the Previous Meeting

a) Board of Directors Meeting Minutes of April 3, 2024

There were no questions.

A-41/24

Moved by C. Van Paassen

Seconded by P. Ypma

THAT the minutes of the LPRCA Board of Directors Meeting held April 3, 2024 be approved as circulated.

Carried

6. Business Arising

a) Stewardship Award Recognition, Kyle Hiebert

Kyle Hiebert was unable to attend the meeting. Staff will arrange to meet with Mr. Hiebert to present him with his award.

7. Review of Committee Minutes

a) Backus Museum Committee – December 4, 2024

There were no questions.

A-42/24

Moved by R. Weisler

Seconded by D. Brunton

THAT the minutes of the Backus Museum Committee meeting held December 4, 2023 be adopted as circulated.

Carried

8. Correspondence

a) Port Dover Waterfront Preservation Association – Silver Lake Revitalization Project

A-43/24

Moved by M. Columbus

Seconded by P. Ypma

THAT the correspondence outlined in the Board of Directors agenda of April 3, 2024 be received as information.

Carried

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

9. Planning Department

a) Section 28 Regulations Approved Permits (L. Mauthe)

Through the General Manager's delegating authority, 25 applications were approved in the past month. LPRCA-5/24, LPRCA-13/24, LPRCA-14/24, LPRCA-19/24, LPRCA-20/24, LPRCA-21/24, LPRCA-25/24, LPRCA-26/24, LPRCA-27/24, LPRCA-28/24, LPRCA-29/24, LPRCA-31/24, LPRCA-33/24, LPRCA-34/24, LPRCA-35/24, LPRCA-36/24, LPRCA-37/24, LPRCA-38/24, LPRCA-39/24, LPRCA-40/24, LPRCA-41/24, LPRCA-43/24, LPRCA-44/24, LPRCA-46/24, and LPRCA-47/24 . A summary of the applications was provided in the report.

Doug Brunton and Michael Columbus were concerned about the grading and drainage of application LPRCA-33/24.

A-44/24

Moved by S. Patterson

Seconded by P. Ypma

THAT the LPRCA Board of Directors receives the Section 28 Regulations Approved Permits report dated April 3, 2024 as information.

Carried

10. New Business

a) Vittoria Dam Environmental Assessment Update and Presentation by Matrix Solutions Inc. (S. Rahman and S. Robertson)

Saifur Rahman presented the update report and then introduced Scott Robertson, Matrix Solutions Inc. Mr. Robertson presented the second and final presentation to the Board.

Staff and Mr. Robertson responded to questions by the Board and the next steps of the process are:

- The Environmental Study Report (ESR) will be posted publicly, and a Notice of Completion circulated / published advising the public, stakeholders, and Indigenous Communities of the study's status and that a 30-day review / comment window is provided.
- Should concerns be raised, the Study Team will engage in consultation, negotiation, and/or implement revisions to the ESR as necessary and reasonable.
- Should the resolution of concerns not be achievable, any member of the public, stakeholder, or Indigenous Community may request the Minister of the Environment, Conservation and Parks for a Section 16 Order.

A-45/24

Moved by C. Van Paassen

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Seconded by T. Masschaele

That the LPRCA Board of Directors receives the Vittoria Dam Class Environmental Assessment Update as information,

AND

THAT the LPRCA Board of Directors endorses Alternative #5 as the preferred alternative as presented by Matrix Solutions Inc.,

AND

THAT the LPRCA Board of Directors directs LPRCA staff to post the Notice of Completion of the Environmental Study Report, to be available for a 30-day public review period.

Carried

b) General Manager's Report (J. Maxwell)

Judy Maxwell provided a report summarizing operations this past month.

A-46/24

Moved by R. Weisler

Seconded by S. Patterson

That the LPRCA Board of Directors receives the General Manager's Report for March 2024 as information.

Carried

c) Ontario Regulation 41/24 Implementation (L. Mauthe)

Leigh-Anne Mauthe, presented the report and summarized the key changes to the legislation. Member municipalities have been advised of the changes.

A-47/24

Moved by R. Weisler

Seconded by S. Bentley

THAT the LPRCA Board of Directors receives this report as information,

AND

THAT staff be directed to update the existing Hearing Procedures Policy to ensure compliance with the new regulation and legislation and return to the Board of Directors for approval,

AND

THAT staff be directed to update existing LPRCA regulation mapping, documents and guides to ensure compliance with the new regulations and legislative changes.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Carried

d) Administration and Delegation of Powers Related to Permit Issuance, Extensions, Cancellation and Hearings (L. Mauthe)

Leigh-Anne Mauthe presented the report and reviewed the key policy changes. There were no questions from the members.

A-48/24

Moved by J. Palmer

Seconded by T. Masschaele

THAT the LPRCA Board of Directors approves the Administration and Delegation of Powers, related to Permit Issuance, Extensions, Cancellation and Hearings.

Carried

e) Regulations Officers and PO Officers Re-Appointment (L. Mauthe)

The report was presented by Leigh-Anne Mauthe. No questions from the Board.

A-49/24

Moved by S. Bentley

Seconded by M. Columbus

THAT the LPRCA Board of Directors appoints Isabel Johnson, Resource Planner, and Leigh-Anne Mauthe, Interim Manager of Watershed Services as LPRCA Regulations Officers and Provincial Offences Officers for the purpose of compliance and enforcement of any regulation made under section 28 and section 29, as per subsection 30.1 of the Conservation Authorities Act, and the Trespass to Property Act,

AND

THAT the LPRCA Board of Directors appoints Brandon Good, Superintendent of Conservation Areas, Debbie Thain, Supervisor of Forestry, Evan Forbes, Supervisor of Haldimand Conservation Area, Rebecca Dancey, Supervisor of Deer Creek Conservation Area, as LPRCA Regulations Officers and Provincial Offences Officers for the purpose of compliance and enforcement of any regulation made under section 29 as per subsection 30.1 of the Conservation Authorities Act, and the Trespass to Property Act,

AND

THAT the appointments are effective as of April 1, 2024.

Carried

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

f) Policies for the Administration of the Prohibited Activities, Exemptions and Permits Regulation, Ontario Regulation 41/24 (L. Mauthe)

Leigh-Anne Mauthe provided a summary of the key changes to the policy as a result of the legislative changes.

A-50/24

Moved by C. Van Paassen

Seconded by J. Palmer

THAT the LPRCA Board of Directors approves the Policies for the Administration of the Prohibited Activities, Exemptions and Permits Regulation as presented.

Carried

g) Ecological Survey for Selected LPRCA Properties (J. Maxwell)

Judy Maxwell reviewed the results of the tender.

Stewart Patterson asked how the lowest bidder did not meet the requirements. The lowest bid methodology for field work was not sufficient.

A-51/24

Moved by P. Ypma

Seconded by R. Weisler

THAT the LPRCA Board of Directors approves the proposal submitted by Natural Resource Solutions Inc. to conduct ecological inventories of identified Conservation Authority properties – totaling 544 Acres/220 Hectares, encompassing six properties for a total submitted bid of \$29,950 plus HST.

Carried

h) Vehicle Tender (S. Rahman)

Saifur Rahman presented the report and reviewed the results of the tender. It was recommended by staff to award the tender to the lowest bidder.

Michael Columbus inquired about the status of the Dodge Grand Caravan to which Saifur Rahman responded that it will be disposed of by auction.

A-52/24

Moved by S. Patterson

Seconded by D. Brunton

THAT the LPRCA Board of Directors accepts the tender submitted by Port Dover Kia for one new 2024 Kia Seltos LX AWD Vehicle for \$28,977.50 (excluding HST).

Carried

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

i) Truck Tender (S. Rahman)

The results of the tender were reviewed by Saifur Rahman and staff recommended the tender be awarded to the lowest bidder.

Stewart Patterson queried the tender requirements as one of the companies submitted their bid for a ¾ ton truck. Saifur Rahman explained the tender requirement didn't specify tonnage but going forward, that will be included.

A-53/24

Moved by P. Ypma

Seconded by S. Patterson

THAT the LPRCA Board of Directors accepts the tender submitted by Heaslip Ford for the purchase of one new 2024 Ford F150 4x4 Regular Cab Pickup Truck for \$51,634.00 (excluding HST).

Carried

j) Front Loader Tractor Tender (S. Rahman)

Saifur Rahman presented the report and reviewed the results of the tender. It was recommended by staff to award the tender to the lowest bidder.

A-54/24

Moved by C. Van Paassen

Seconded by R. Weisler

THAT the LPRCA Board of Directors accepts the tender submitted by Farm Power Equipment for the purchase of one new 2024 Mahindra 2660 HST Cab Front Loader Tractor (Mahindra 2660 HST, Cab, Loader & Bucket) for \$58,013.80 (excluding HST).

Carried

k) Riding Mower Tender (S. Rahman)

The report was presented by Saifur Rahman. The results of the tender were reviewed and staff recommended awarding the tender to the lowest bidder.

A-55/24

Moved by T. Masschaele

Seconded by J. Palmer

THAT the LPRCA Board of Directors accepts the tender submitted by Norfolk Tractor for the purchase of one New 2023 or 2024 Model Year Zero Turn Mower (Kubota ZD1011-3-54) for \$17,300 (excluding HST).

Carried

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

I) Septic Disposal Services Tender (A. LeDuc)

Aaron LeDuc reviewed the report and tender results. It was recommended by staff to award the tender to the lowest bidder for each conservation area. There were no questions.

A-56/24

Moved by D. Brunton
Seconded by J. Palmer

THAT the 2024 contract for septic services at Backus CA, Deer Creek CA and Norfolk CA be awarded to Bayside Septic Services 2012 Inc.,

AND

THAT the 2024 contract for septic services at Haldimand CA and Waterford North CA be awarded to Frankie's Pumping.

Carried

7:54pm

11. Closed Session

A-57/24

Moved by P. Ypma
Seconded by R. Weisler

THAT the LPRCA Board of Directors does now enter into a closed session to discuss:

- A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Authority, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization (UTV tender).

Carried

The Board reconvened in open session at 8:13 p.m.

The closed meeting minutes of the Board of February 7, 2024 was approved in the closed session.

A-58/24

Moved by C. Van Paassen
Seconded by T. Masschaele

WHEREAS, no qualifying tenders were received for the Utility Task Vehicle (UTV) tender,

AND

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

THAT the LPRCA Board directs staff to request quotes as per the purchasing policy.

Carried

Next meeting: May 1, 2024, Source Protection Authority and Board of Directors, 6:00pm.

Adjournment

The Chair adjourned the meeting at 8:15 p.m.

Robert Chambers
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma



LONG POINT REGION SOURCE PROTECTION AUTHORITY
Meeting Minutes of April 5, 2023
Approved May 1, 2024

Members in attendance:

John Scholten, Chair	Township of Norwich
Michael Columbus, Vice-Chair	Norfolk County
Shelley Ann Bentley	Haldimand County
Dave Beres	Town of Tillsonburg
Doug Brunton	Norfolk County
Robert Chambers	County of Brant
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Chris Van Paassen	Norfolk County
Rainey Weisler	Municipality of Bayham/Township of Malahide
Peter Ypma	Township of South-West Oxford

Regrets: none

*T. Masschaele joined the meeting at 6:05 p.m.

Staff in attendance:

Judy Maxwell, General Manager
Leigh-Anne Mauthe, Interim Manager of Watershed Services
David Proracki, Water Resources Analyst
Zachary Cox, Interim Marketing Coordinator
Dana McLachlan, Executive Assistant

1. Welcome and Call to Order

The meeting was called to order at 6:00 p.m.

2. Additional Agenda Items

There were no additional agenda items.

3. Disclosures of Conflicts of Interest:

None were declared.

4. Approval of Minutes

SPA- 1/23

moved: R. Chambers

seconded: P. Ypma

SOURCE PROTECTION AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

THAT the minutes of the Long Point Region Source Protection Authority held April 6, 2022 be adopted as circulated.

Carried

5. Business Arising

There was no business arising from the minutes.

6. Correspondence

- a) Lake Erie Region Source Protection Committee re: Annual Progress Reporting (Attachments referred to in this correspondence are included with the report at agenda item 7.a))

No discussion.

SPA- 2/23

moved: D. Beres

seconded: R. Weisler

THAT the correspondence outlined in the Source Protection Authority Agenda of April 5, 2023 be received as information.

Carried

7. New Business

- a) Submission of the 2022 Long Point Region Annual Progress Report and Supplemental Form

Staff provided a summary of the role of the Long Point Region Source Protection Authority (LPRSPA), mandated to carry out drinking water source protection planning under the *Clean Water Act, 2006*. LPRCA, and by extension, the LPRSPA, is part of the Lake Erie Source Protection Region (LESPR), one of 19 source protection regions in Ontario, which includes Kettle Creek CA, Catfish Creek CA, and the Grand River CA. Grand River CA acts as the lead source protection authority for the LESPR.

Staff provided a report for the annual Long Point Region Source Plan summarizing the implementation activities for municipal drinking water supplies covered within the plan for the period of January 1 through December 31, 2022.

T. Masschaele joined the meeting.

SOURCE PROTECTION AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

As noted in the correspondence, the Committee's efforts for completing the plan objectives is progressing well and is on target towards achieving plan objectives. Approximately, 63% of the 705 threats identified in the region have been addressed compared to the 60% addressed in the previous reporting period.

The Committee asked questions of the staff but did not have any additional comments to include with this submission.

SPA-3/23

moved: S. Patterson

seconded: D. Beres

THAT the Long Point Region Source Protection Authority is satisfied that the 2022 Long Point Region Annual Progress Report and Supplemental Form meets the requirements of S.46 of the Clean Water Act, 2006 and any Director's instructions established under O. Reg. 287/07 S.52.;

AND THAT Lake Erie Region staff be directed to submit the 2022 Long Point Region Annual Progress Report and Supplemental Form to the Director of Conservation and Source Protection, Ministry of the Environment, Conservation and Parks along with any Source Protection Committee comments, in accordance with S.46 of the Clean Water Act, 2006 and any Director's instructions established under O. Reg. 287/07 S.52.

Carried

The meeting was adjourned at 6:10 p.m.

~~John Scholten~~ Robert Chambers
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

SOURCE PROTECTION AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

**MINUTES OF THE MEETING OF THE
CATFISH CREEK CONSERVATION AUTHORITY**

Thursday, April 11, 2024

Meeting #03/2024

PRESENT:

Paul Buchner	Chairperson	Township of South-West Oxford
Arthur Oslach	Member	Town of Aylmer
Gary Clarke	Member	City of St. Thomas

STAFF:

Dusty Underhill	General Manager / Secretary-Treasurer
Susan Simmons	Financial Services Coordinator
Gerrit Kremers	Resource Planning Coordinator
Al Bradford	Conservation Area Supervisor
Peter Dragunas	Water Management Technician
Brittany Bell	Communications/Program Support Assistant

ABSENT:

Scott Lewis	Member	Township of Malahide
Morgaine Halpin	Vice-Chairperson	Municipality of Central Elgin

OTHERS PRESENT:

Rob Perry	Reporter, the Aylmer Express
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WELCOME / CALL TO ORDER:

Chairperson Buchner welcomed everyone and called the meeting to order at (10:00 a.m.).

ADOPTION OF AGENDA:

<u>Motion # 34/2024</u>	G. Clarke	A. Oslach	CARRIED
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THAT, the Agenda for the April 11, 2024, Full Authority meeting be adopted as circulated.

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF:

No one had a pecuniary interest to disclose at this time.

DISCLOSURE OF INTENTION TO AUDIO / VIDEO RECORD MEETING:

The Chairperson asked for disclosures of intentions to audio or video record the meeting. No one indicated any such intentions at this time.

ADOPTION OF MINUTES:

Motion # 35/2024 A. Oslach G. Clarke CARRIED

THAT, the Minutes of Full Authority Meeting #02/2024 (March 27, 2024), be adopted as circulated.

BUSINESS ARISING FROM MINUTES:

No one reported any outstanding business to discuss from the previous Minutes.

PUBLIC / SPECIAL DELEGATIONS:

None

REPORTS:

Reports FA 15 to FA 18/2024 – Monthly Staff Reports, were presented, discussed, and resolved.

Motion # 36/2024 G. Clarke A. Oslach CARRIED

THAT, Staff Reports FA 15 to FA 18 for the month of January and February, be noted and filed.

Report FA 19/2024 – March Summary of Revenue and Expenditures, was presented, discussed, and resolved.

Motion # 37/2024 A. Oslach G. Clarke CARRIED

THAT, Report FA 19/2024 (March Summary of Revenue & Expenditures), be noted and filed.

Report FA 20/2024 – Employee Group Benefits Plan, was presented, discussed, and resolved.

Motion # 38/2024 G. Clarke A. Oslach CARRIED

THAT, the Full Authority renew its 2024 – 2025 Employee Group Benefits Plan with Sun Life Financial through Dorbar Employee Benefits and Insurance Solutions effective May 1st, 2024.

Report FA 21/2024 – Amendment to Class EA for Flood/Erosion Control Structures was presented, discussed, and resolved.

Motion # 39/2024 A. Oslach G. Clarke CARRIED

THAT, the Board of Directors receive Report No. FA 21 / 2024 as information.

Report FA 22/2024 – Insurance Recommendation Report, was presented, discussed, and resolved.

Motion # 40/2024 G. Clarke A. Oslach CARRIED

THAT, the Board of Directors support an increase to Crime, Employee Dishonesty from \$10,000 to either \$25,000, \$98 Additional Annual Premium - \$500 Total Annual Premium or; \$50,000 - \$523 Additional Annual Premium, \$925 Total Annual Premium; and further,

THAT, the Board of Directors direct staff to obtain quotes from certified appraisers in regard to ensuring adequate coverage on all of CCCA's structures; and further,

THAT, the Members approve the above recommendations noted and detailed in Report FA 22 / 2024, provided by Dan Reith from Reith & Associates Insurance and Financial Services Limited.

Report FA 23/2024 –Approved Section 28 Regulations was presented, discussed, and resolved.

Motion # 41/2024

A. Oslach

G. Clarke

CARRIED

THAT, the Full Authority receive the staff approved Section 28 Regulation Applications Report FA 23/2024.

THAT, the Full Authority renew the Path of Honour Maintenance Agreement between the Catfish Creek Conservation Authority and the Path of Honour Committee for another two (2) year term.

GENERAL MANAGERS REPORT:

- Completed a draft Watershed Based Resource Management Strategy. As soon as all of our updated watershed plans are completed I can link them to the document and seek draft Board approval. After draft approval the WBRMS will be released for public consultation. Gerry Richer is assisting me in Indigenous Engagement and finding contacts.
- Continual efforts assisting staff to update current documents, mapping etc. in regard to the new Ontario Regulation 41/24 which comes into effect April 1, 2024. Communication updates were provided to our member municipalities and board approval was sought in regard to all applicable changes. Re-appointment of Officers also has to occur under the new legislation.
- Attended an MNRF debrief in regard to O. Reg. 41/24 where Provincial guidance was given to all CA's in regard to fulfilling all requirements by the April 1, 2024 deadline.
- Completed the Authorities annual insurance renewal.
- Reviewed and had consultation with Greg Newton from Dorbar Employee Benefits and Insurance Solutions in regards to our annual staff benefit plan renewal.
- Attended four (4) O.Reg. 41/24 meetings with CA staff, CO and General Managers to discuss next steps, things to do, and how things are going throughout the very limited timeframe we were dealt.
- Completed all necessary documents and reports required for the April Full Authority and April 2024 Source Protection Authority meeting.

- Started pulling information together in regard to the mandatory Conservation Areas Strategy which is due December 31, 2024.
- Submitted the Audited Financial Statements for 2022 to the MECF. It is a legislative requirement to submit to the province within 60 days of receiving it.
- Assisted staff with numerous grant applications.
- Arranged a meeting with staff at the Ontario Police College to address the 2024 work day. The CCCA works in conjunction with the OPC with the Memorial Path of honor. Every year a maintenance day is conducted and dead trees etc. are removed and replaced. Trees are also planted for any officer provincially who has lost their life in the line of duty.
- Completed the Section 39 Year End Report for Provincial Fiscal 2023-24 funding.

Motion # 42/2024 G. Clarke A. Oslach CARRIED

THAT, the Correspondence Registers for March, 2024, be noted and filed.

NEXT MEETING / TERMINATION:

The next meeting of the Catfish Creek Conservation Authority will be held on Thursday, May 9, 2024, commencing at 10:00 a.m.

Motion # 43/2024 A. Oslach G. Clarke CARRIED

THAT, the Full Authority be terminated at 10:57 a.m.



General Manager / Secretary –Treasurer



Authority Chairperson

CATFISH CREEK CONSERVATION AUTHORITY

Financial Statements

December 31, 2023

CATFISH CREEK CONSERVATION AUTHORITY**Financial Statements****For The Year Ended December 31, 2023**

Table of Contents	PAGE
Management's Responsibility for Financial Reporting	1
Independent Auditors' Report	2 - 3
Statement of Financial Position	4
Statement of Operations and Accumulated Surplus	5
Statement of Change in Net Financial Assets	6
Statement of Remeasurement Gains and Losses	7
Statement of Cash Flows	8
Notes to the Financial Statements	9 - 17
Schedule of Program Expenditures	19
Schedule of Tangible Capital Assets for 2023	20
Schedule of Tangible Capital Assets for 2022	21

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The accompanying financial statements are the responsibility of the management of Catfish Creek Conservation Authority and have been prepared in accordance with Canadian public sector accounting standards.

These financial statements include:

- Independent Auditors' Report
- Statement of Financial Position
- Statement of Operations and Accumulated Surplus
- Statement of Changes in Net Financial Assets
- Statement of Remeasurement Gains and Losses
- Statement of Cash Flows
- Notes to the Financial Statements
- Schedule of Program Expenditures
- Schedules of Tangible Capital Assets

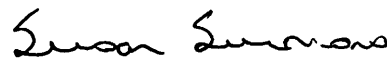
The General Manager/Secretary-Treasurer and Finance Services Coordinator are responsible for ensuring that management fulfills its responsibility for financial reporting and is ultimately responsible for reviewing the financial statements before they are submitted to the board for approval.

The integrity and reliability of Catfish Creek Conservation Authority reporting systems are achieved through the use of formal policies and procedures, the careful selection of employees and an appropriate division of responsibilities. These systems are designed to provide reasonable assurance that the financial information is reliable and accurate.

The financial statements have been audited on behalf of the board of Catfish Creek Conservation Authority by Graham Scott Enns LLP in accordance with Canadian public sector accounting standards.



Mr. Dustin Underhill
General Manager/Secretary-Treasurer



Ms. Susan Simmons
Finance Services Coordinator

St. Thomas, Ontario
January 25, 2024



P. 519-633-0700 • F. 519-633-7009
450 Sunset Drive, St. Thomas, ON N5R 5V1

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INDEPENDENT AUDITORS' REPORT

To the Members of **Catfish Creek Conservation Authority**:

Opinion

We have audited the financial statements of **Catfish Creek Conservation Authority**, which comprise the statement of financial position as at December 31, 2023, and the statement of operations and accumulated surplus, statement of changes in net financial assets, statement of remeasurement gains and losses, statement of cash flows, and schedule of program expenditures for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the **Catfish Creek Conservation Authority's** financial statements present fairly, in all material respects, the financial position of the **Catfish Creek Conservation Authority** as at December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the organization or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the organization's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.



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INDEPENDENT AUDITORS' REPORT (CONTINUED)

Auditors' Responsibilities for the Audit of the Financial Statements (Continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the organization to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

St. Thomas, Ontario

January 25, 2024

Graham Scott Enns LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Licensed Public Accountants

CATFISH CREEK CONSERVATION AUTHORITY

**Statement of Financial Position
As At December 31, 2023**

	2023	2022
	<u>\$</u>	<u>\$</u>
		(Note 1)
FINANCIAL ASSETS		
Cash	704,702	679,511
Short term investments (Note 4)	341,905	328,239
Accounts receivable	<u>2,687</u>	<u>38,669</u>
	<u>1,049,294</u>	<u>1,046,419</u>
LIABILITIES		
Accounts payable and accrued liabilities	43,712	35,357
Deferred revenues (Note 6)	<u>205,326</u>	<u>155,748</u>
TOTAL LIABILITIES	<u>249,038</u>	<u>191,105</u>
NET FINANCIAL ASSETS	<u>800,256</u>	<u>855,314</u>
NON-FINANCIAL ASSETS		
Prepays	17,759	389
Tangible capital assets (Pages 20 and 21)	<u>3,084,185</u>	<u>2,896,309</u>
TOTAL NON-FINANCIAL ASSETS	<u>3,101,944</u>	<u>2,896,698</u>
TOTAL NET ASSETS	<u>3,902,200</u>	<u>3,752,012</u>
 NET ASSETS IS COMPRISED OF THE FOLLOWING:		
ACCUMULATED SURPLUS (NOTE 8)	3,902,200	3,752,012
ACCUMULATED REMEASUREMENT GAINS (LOSSES)	<u> -</u>	<u> -</u>
	<u>3,902,200</u>	<u>3,752,012</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

**Statement of Operations and Accumulated Surplus
For The Year Ended December 31, 2023**

	2023 Budget (Note 10) <u>\$</u>	2023 Actual <u>\$</u>	2022 Actual (Note 1) <u>\$</u>
REVENUES			
Camping and day use - user fees	741,900	767,286	673,696
Municipal levies (Note 5)	405,940	406,290	399,022
Federal grants	131,403	230,504	241,672
Donations and sponsorships	36,300	55,950	866,878
Watershed stewardship - user fees and permits	40,278	44,168	53,259
Interest and other	8,500	51,486	17,215
Ministry of Natural Resource and Forestry grants	41,215	41,215	41,215
Other provincial grants	47,699	18,571	24,797
Ontario and Federal works programs	<u>20,000</u>	<u>11,869</u>	<u>55,816</u>
	<u>1,473,235</u>	<u>1,627,339</u>	<u>2,373,570</u>
EXPENDITURES (NOTE 9)			
Program expenditures - Mandated programs (Page 19)	524,677	496,574	366,620
Corporate services	145,525	118,733	324,996
Program expenditures - Other programs (Page 19)	847,336	816,153	758,076
Amortization (Page 20 and 21)	<u>45,691</u>	<u>45,691</u>	<u>44,805</u>
	<u>1,563,229</u>	<u>1,477,151</u>	<u>1,494,497</u>
ANNUAL SURPLUS (DEFICIT)	(89,994)	150,188	879,073
ACCUMULATED SURPLUS, BEGINNING OF YEAR	3,752,012	3,752,012	2,499,439
ADOPTION OF NEW ACCOUNTING POLICIES AND STANDARDS (NOTE 1)	<u>-</u>	<u>-</u>	<u>373,500</u>
ACCUMULATED SURPLUS, END OF YEAR (NOTE 8)	<u><u>3,662,018</u></u>	<u><u>3,902,200</u></u>	<u><u>3,752,012</u></u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

**Statement of Change in Net Financial Assets
For The Year Ended December 31, 2023**

	2023 Budget (Note 10) <u>\$</u>	2023 Actual <u>\$</u>	2022 Actual (Note 1) <u>\$</u>
ANNUAL SURPLUS (DEFICIT)	(89,994)	150,188	879,073
Amortization of tangible capital assets	45,691	45,691	44,805
Acquisition of tangible capital assets	-	(233,567)	(947,201)
Use of prepaids	<u>-</u>	<u>(17,370)</u>	<u>21,139</u>
CHANGE IN NET FINANCIAL ASSETS	(44,303)	(55,058)	(2,184)
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>855,314</u>	<u>855,314</u>	<u>857,498</u>
NET FINANCIAL ASSETS, END OF YEAR	<u><u>811,011</u></u>	<u><u>800,256</u></u>	<u><u>855,314</u></u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY**Statement of Remeasurement Gains and Losses
For The Year Ended December 31, 2023**

	2023	2022
	<u>\$</u>	(Note 1) <u>\$</u>
ACCUMULATED REMEASUREMENT GAINS, BEGINNING OF YEAR	-	-
Change in accumulated remeasurement gains	<u>-</u>	<u>-</u>
ACCUMULATED REMEASUREMENT GAINS, END OF YEAR	<u>-</u>	<u>-</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

**Statement of Cash Flows
For The Year Ended December 31, 2023**

	2023	2022
	<u>\$</u>	(Note 1) <u>\$</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Annual surplus	150,188	879,073
Items not affecting cash:		
Amortization of tangible capital assets	45,691	44,804
Contribution of tangible capital assets	<u>-</u>	<u>(750,000)</u>
	195,879	173,877
Change in non-cash working capital balances:		
Accounts receivable	35,982	16,790
Accounts payable and accrued liabilities	8,355	(46,021)
Deferred revenues	49,578	25,099
Prepays	<u>(17,370)</u>	<u>21,139</u>
	<u>272,424</u>	<u>190,884</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	<u>(13,666)</u>	<u>(7,208)</u>
CASH FLOWS FROM CAPITAL ACTIVITIES		
Purchase of tangible capital assets	<u>(233,567)</u>	<u>(197,201)</u>
NET CHANGE IN CASH DURING THE YEAR	25,191	(13,525)
CASH, BEGINNING OF YEAR	<u>679,511</u>	<u>693,036</u>
CASH, END OF YEAR	<u><u>704,702</u></u>	<u><u>679,511</u></u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2023**

PURPOSE OF THE ORGANIZATION

Catfish Creek Conservation Authority (the "organization") is established under the Conservation Authorities Act of Ontario to further the conservation, restoration, development and management of natural resources, other than gas, oil, coal and minerals, for the watershed within its jurisdiction. This jurisdiction includes areas in the City of St. Thomas, the Municipality of Central Elgin, the Town of Aylmer, the Township of South-West Oxford and the Township of Malahide. The organization is also a registered charity and as such is exempt from income taxes under paragraph 149(1)(f) of the Income Tax Act.

1. CHANGE IN ACCOUNTING POLICIES

On January 1, 2023 the organization adopted accounting policies to conform to new standards issued under Canadian public sector accounting standards. The organization adopted the following standards which had the following impact:

- PS 1201 - Financial Statement Presentation - resulting in presentation of a new statement of remeasurement gains and losses. This change has been applied retrospectively.
- PS 3280 - Asset Retirement Obligations - require reporting of any asset retirement obligations as tangible capital assets and their liabilities and associated policies. It is managements opinion that no asset retirement obligations exist as at December 31, 2023. This change has been applied retrospectively.
- PS 3450 - Financial Instruments - reporting new disclosures regarding financial instrument risks and the restatement of the opening accumulated surplus related to deferred capital contributions. This change has been applied as deferred capital contributions no longer meet the definition of a financial obligation and are now reflected in net surplus when received and amortized over the life of the asset. This change has been applied retrospectively. The result of this change in the 2022 comparative figures was the removal of the deferred capital contributions of \$434,300, an increase in Federal grants of \$63,119, a decrease in other income related to the amortization of capital contributions of \$2,319, for an overall increase annual surplus for the year of \$60,800. The elimination of the deferred capital contributions and in increase in annual surplus resulted in a retroactive restatement to the opening surplus of \$373,500 and an increase in net financial assets of \$434,400.

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2023**

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the organization are prepared by management in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the organization are as follows:

Use of Estimates

The preparation of these financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the current period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known. These significant accounting estimates include the following items:

- Useful lives of tangible capital assets

Financial Instruments

The organization's financial instruments are measured as follows:

- i. Cash and guaranteed investment certificates at fair value;
- ii. Portfolio investments at fair value (if any);
- iii. Accounts receivable at amortized cost;
- iv. Accounts payable and accrued liabilities at amortized cost.

The fair value is determined as follows:

- i. Level 1 - Fair value measurements are those derived from quoted prices (in active markets);
- ii. Level 2 - Fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the assets, either directly (i.e. as prices) or indirectly (i.e. derived from prices);
- iii. Level 3 - Fair value measurements are those derived from valuation techniques that include inputs for the asset that are not based on observable data (unobservable inputs).

For financial instruments measured using amortized cost the transaction costs and any other fees are expensed as incurred.

Unrealized gains and losses from changes in the fair value of financial instruments are recognized in the statement of remeasurement gains and losses.

All financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the statement of operations.

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2023**

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)Revenue Recognition

Revenue is recognized as follows:

- Municipal levy revenue is recognized in full once the Municipalities approve the levied amount.
- Campground rental revenue is recognized when the campsite is used. For seasonal campground rentals the revenue is recognized over the camping season to which it relates.
- Grant revenue is recognized when the corresponding expenditure is incurred.
- Donation revenue is recognized when received.

Classification of Expenditures

Expenditures are reported in mandated programs, other programs, and corporate services, which follow the classifications designated by the Ministry of Natural Resources and Forestry for program grants. By following these guidelines, there will be consistency of reporting by the Conservation Authorities in Ontario. These are further explained as follows:

- Corporate services include those associated with head office functions other than technical staff and associated programs.
- Mandated program expenditures include program administration, water related projects along with associated programs such as flood forecasting, floodplain regulations, conservation services and enforcement, dam operation and maintenance.
- Other program expenditures include conservation and recreation land management, vehicle and equipment operations and related projects.

Asset Retirement Obligations

The organization may be exposed to obligations of remediation associated with their tangible capital assets. If a legal obligation exists of remediation for a tangible capital asset then the organization would be required to set up an estimated future cost and liability associated with these obligations. As at December 31, 2023 there were no tangible capital assets that organization has controlled, constructed, owned or used that would have a legal obligation of remediation.

CATFISH CREEK CONSERVATION AUTHORITY

**Notes to the Financial Statements
For The Year Ended December 31, 2023**

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value of the tangible capital asset, is amortized on a straight-line basis over its estimated useful life as follows:

Buildings	50 years
Dams	100 years
Bridges, boardwalks and other wood structures	30 years
Water services and wells	50 years
Equipment	30 years
Hydro services	50 years
Vehicles	8 years

Assets under construction are not amortized until the asset is available for productive use.

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and included in surplus in year of acquisition.

Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus or deficit, provides the Change in Net Financial Assets for the year.

Reserves

The organization sets up internal reserves for campground operations, capital replacement, legal and other items in order to ensure funds are available to finance shortfalls. These reserves are replenished from operating surplus as directed by the board of directors.

Contaminated Sites

The organization may be exposed to litigation or other costs of remediation due to contaminated properties. A liability for remediation is recognized in the financial statements when an environmental standard exists, contamination exceeds the standard, the organization is directly responsible for the remediation and a reasonable estimate of the liability can be made. As at December 31, 2023 there were no properties that the organization was responsible to remedy and as such no liability has been accrued.

CATFISH CREEK CONSERVATION AUTHORITY

**Notes to the Financial Statements
For The Year Ended December 31, 2023**

3. FINANCIAL INSTRUMENT RISK

Risks and Concentrations

The organization is exposed to various risks through its financial instruments. The following analysis provides a measure of the organization's risk exposure and concentrations at the balance sheet date. There were no changes in the risk assessments from the previous year.

Market Risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The organization is mainly exposed to interest rate risk. It is management's opinion that the organization is not exposed to any currency or other price risk.

i] Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The organization is exposed to interest rate risk on its short-term investments (guaranteed investment certificates). As the interest rates are fixed the organization doesn't believe that interest rate risk is a significant risk.

Liquidity Risk

Liquidity risk is the risk that a organization will encounter difficulty in meeting obligations associated with financial liabilities. The organization is exposed to this risk mainly in respect of its accounts payable and accrued liabilities. The organization doesn't believe that liquidity risk is a significant risk as no financial liabilities of the organization were in default during the period and the organization was not subject to any covenants during the period.

Credit Risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The organization's main credit risks relate to its accounts receivable and taxes receivable. The organization manages this risk by monitoring active receivable balances.

4. SHORT TERM INVESTMENTS

	2023	2022
	<u>\$</u>	<u>\$</u>
GIC, 4.00%, matures on June 30, 2024 (Level 1)	341,905	-
GIC, 4.10%, matures on June 30, 2023 (Level 1)	<u>-</u>	<u>328,239</u>
	<u>341,905</u>	<u>328,239</u>

CATFISH CREEK CONSERVATION AUTHORITY

**Notes to the Financial Statements
For The Year Ended December 31, 2023**

5. MUNICIPAL LEVIES

The municipalities that participate as members of the organization and their corresponding financial levies are as follows:

	2023	2022
	<u>\$</u>	<u>\$</u>
Township of Malahide	149,594	160,163
Municipality of Central Elgin	112,451	103,488
Town of Aylmer	105,066	98,197
City of St. Thomas	25,146	22,962
Township of South-West Oxford	<u>14,033</u>	<u>14,212</u>
	<u>406,290</u>	<u>399,022</u>

6. DEFERRED REVENUES

	2023	2022
	<u>\$</u>	<u>\$</u>
Camping deposits	149,843	147,026
Grants	8,722	8,722
Capital funding	<u>46,761</u>	<u>-</u>
	<u>205,326</u>	<u>155,748</u>

7. PENSION PLANS

The organization has established a Group RRSP plan for all regular full-time employees. Under the terms of the plan, the organization and the employee are required to make contributions equivalent to 5% of the employee's gross salary. The total cost of this plan for the year was approximately \$23,857 (2022 - \$18,671).

CATFISH CREEK CONSERVATION AUTHORITY

**Notes to the Financial Statements
For The Year Ended December 31, 2023**

8. ACCUMULATED SURPLUS

The accumulated surplus balance consists of general fund, balances in reserves and investment in tangible capital assets and is made up as follows:

	2023	2022
	<u>\$</u>	<u>\$</u>
General fund	<u>(51,078)</u>	<u>(57,719)</u>
Reserves funds:		
Operational reserve	262,026	269,616
Capital acquisition reserve	96,970	109,070
Special programs reserve	212,791	251,130
Land acquisition reserve	85,757	85,757
Conservation areas development reserve	<u>211,549</u>	<u>197,849</u>
	<u>869,093</u>	<u>913,422</u>
Invested in tangible capital assets	<u>3,084,185</u>	<u>2,896,309</u>
	<u><u>3,902,200</u></u>	<u><u>3,752,012</u></u>

9. SUPPLEMENTARY INFORMATION:

	2023	2022
	<u>\$</u>	<u>\$</u>
Current fund expenditures by object:		
Amortization	45,692	44,805
Insurance	47,257	52,844
Grants and stewardship	9,250	84,428
Other program expenditures	483,774	441,045
Salaries, wages and employee benefits	<u>891,178</u>	<u>871,375</u>
	<u><u>1,477,151</u></u>	<u><u>1,494,497</u></u>

CATFISH CREEK CONSERVATION AUTHORITY

**Notes to the Financial Statements
For The Year Ended December 31, 2023**

10. BUDGETED AMOUNTS

The budget figures presented in these financial statements are based upon the 2023 budget approved by the board. Adjustments to budgeted values were required to provide comparative budget values based on the full accrual basis of accounting. The chart below reconciles the approved budget with the budget figures presented in these financial statements. Budget amounts are unaudited.

	Approved Budget <u>\$</u>	Adjustments <u>\$</u>	PSAB Budget <u>\$</u>
REVENUES			
Camping and day use	741,900	-	741,900
Municipal levies	405,940	-	405,940
Ontario and Federal works programs	20,000	-	20,000
Donations and sponsorships	36,300	-	36,300
Watershed stewardship - user fees and permits	40,278	-	40,278
Ministry of Natural Resource and Forestry Grants	41,215	-	41,215
Federal grants	131,403	-	131,403
Other provincial grants	47,699	-	47,699
Reserves	186,828	(186,828)	-
Interest	<u>8,500</u>	<u>-</u>	<u>8,500</u>
	<u>1,660,063</u>	<u>(186,828)</u>	<u>1,473,235</u>
EXPENDITURES			
Program expenditures			
- Mandated Programs	524,677	-	524,677
- Other	989,861	(142,525)	847,336
Corporate services	145,525	-	145,525
Amortization	<u>-</u>	<u>45,691</u>	<u>45,691</u>
	<u>1,660,063</u>	<u>(96,834)</u>	<u>1,563,229</u>
SURPLUS (DEFICIT) FOR THE YEAR	<u><u>-</u></u>	<u><u>(89,994)</u></u>	<u><u>(89,994)</u></u>

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2023**

11. DONATED ASSETS AND SERVICES

Community members have volunteered their time and talents to the organization. Since these services are not normally purchased and because of the difficulty of determining their fair value, donated services are not recognized in these statements. During the prior year, the organization received a non-cash donation of \$750,000 for land. This donation is included in the statement of operations in Donation revenue.

12. RESERVES

The organization has established a number of internal reserves in order to ensure that funds are available to support future activities. The following reserves have been established:

Operational Reserve

The purpose of the operational reserve is to use any accumulated funds for the payment of expenditures that are not covered by government funding.

Capital Acquisition Reserve

This fund has been established to support the acquisition of various tangible capital assets as they become due for replacement.

Special Programs Reserve

This fund has been established to support funds designated by donors for special conservation projects to be carried out in the watershed.

Land Acquisition Reserve

This fund has been established to support the acquisition of environmentally significant properties that would further the objectives of the organization.

Conservation Areas Development Reserve

This fund has been established to support the development of environmentally significant properties that would further the objectives of the organization.

The reserve fund transfers for the year are outlined in the Schedule of Internal Reserves on page of the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2023**

13. COMPARATIVE FIGURES

Certain comparative figures presented in the financial statements have been reclassified to conform to the presentation adopted in the current year.

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Program Expenditures
For The Year Ended December 31, 2023**

	Budget (Note 10) <u>\$</u>	Actual <u>\$</u>	Actual (Note 1) <u>\$</u>
Mandated Programs			
Flood forecast and warning	298,348	265,204	197,523
Conservation and management of lands	91,079	105,962	52,079
Administrating and enforcing the act	45,803	40,137	42,161
Ice management	24,224	23,907	18,350
Infrastructure - Dam	24,922	23,197	20,478
Water quality	12,487	16,440	13,835
Drought and low water response	16,990	15,002	13,069
Account reviews and plan review	4,878	4,098	7,099
Source protection	<u>5,947</u>	<u>2,627</u>	<u>2,026</u>
	<u>524,678</u>	<u>496,574</u>	<u>366,620</u>
Other Programs			
Springwater conservation area and maple syrup	797,969	761,479	578,554
Watershed stewardship	35,597	25,050	133,105
Conservation information and education	7,720	12,033	11,292
Vehicle	4,550	10,799	8,921
Special projects	1,500	6,792	10,579
Development projects	<u>-</u>	<u>-</u>	<u>15,625</u>
	<u>847,336</u>	<u>816,153</u>	<u>758,076</u>
Total Program Expenditures	<u>1,372,014</u>	<u>1,312,727</u>	<u>1,124,696</u>

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Tangible Capital Assets
For The Year Ended December 31, 2023**

ASSET TYPE	Cost Opening	Acquisitions	Disposals	Cost Ending	Accumulated Amortization Opening	Disposals	Amortization	Accumulated Amortization Ending	Net Book Value
<u>Infrastructure Related</u>									
Land	1,641,436	-	-	1,641,436	-	-	-	-	1,641,436
Buildings	866,964	493,856	-	1,360,820	331,180	-	18,959	350,139	1,010,681
Dams	216,100	-	-	216,100	110,097	-	2,161	112,258	103,842
Bridges, boardwalks and other wood structures	129,690	-	-	129,690	84,526	-	2,835	87,361	42,329
Water services and wells	78,926	-	-	78,926	37,991	-	1,479	39,470	39,456
Hydro services	64,510	-	-	64,510	8,657	-	1,290	9,947	54,563
	<u>2,997,626</u>	<u>493,856</u>	<u>-</u>	<u>3,491,482</u>	<u>572,451</u>	<u>-</u>	<u>26,724</u>	<u>599,175</u>	<u>2,892,307</u>
<u>General Capital</u>									
Equipment	138,478	33,159	-	171,637	60,352	-	4,173	64,525	107,112
Vehicles	214,871	46,427	44,121	217,177	168,338	44,121	14,794	139,011	78,166
	<u>353,349</u>	<u>79,586</u>	<u>44,121</u>	<u>388,814</u>	<u>228,690</u>	<u>44,121</u>	<u>18,967</u>	<u>203,536</u>	<u>185,278</u>
Work In Progress	346,475	6,600	346,475	6,600	-	-	-	-	6,600
Total Tangible Capital Assets	<u>3,697,450</u>	<u>580,042</u>	<u>390,596</u>	<u>3,886,896</u>	<u>801,141</u>	<u>44,121</u>	<u>45,691</u>	<u>802,711</u>	<u>3,084,185</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Tangible Capital Assets
For The Year Ended December 31, 2022**

ASSET TYPE	Cost Opening	Acquisitions	Disposals	Cost Ending	Accumulated Amortization Opening	Disposals	Amortization	Accumulated Amortization Ending	Net Book Value
<u>Infrastructure Related</u>									
Land	891,436	750,000	-	1,641,436	-	-	-	-	1,641,436
Buildings	856,481	10,483	-	866,964	315,179	-	16,001	331,180	535,784
Dams	216,100	-	-	216,100	107,936	-	2,161	110,097	106,003
Bridges, boardwalks and other wood structures	129,690	-	-	129,690	81,428	-	3,098	84,526	45,164
Water services and wells	78,926	-	-	78,926	36,413	-	1,578	37,991	40,935
Hydro services	44,510	20,000	-	64,510	7,567	-	1,090	8,657	55,853
	<u>2,217,143</u>	<u>780,483</u>	<u>-</u>	<u>2,997,626</u>	<u>548,523</u>	<u>-</u>	<u>23,928</u>	<u>572,451</u>	<u>2,425,175</u>
<u>General Capital</u>									
Equipment	105,842	32,636	-	138,478	56,887	-	3,465	60,352	78,126
Vehicles	214,871	-	-	214,871	150,926	-	17,412	168,338	46,533
	<u>320,713</u>	<u>32,636</u>	<u>-</u>	<u>353,349</u>	<u>207,813</u>	<u>-</u>	<u>20,877</u>	<u>228,690</u>	<u>124,659</u>
Work In Progress	212,393	134,082	-	346,475	-	-	-	-	346,475
Total Tangible Capital Assets	<u>2,750,249</u>	<u>947,201</u>	<u>-</u>	<u>3,697,450</u>	<u>756,336</u>	<u>-</u>	<u>44,805</u>	<u>801,141</u>	<u>2,896,309</u>

See accompanying notes to the financial statements.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 24-28**

Being a By-law to Authorize the Execution of an Agreement with His Majesty the King in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks, to provide management services for the Port Bruce Provincial Park.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Environment, Conservation and Parks, to provide Management Services for the Port Bruce Provincial Park;

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

1. THAT the entering into of an Agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Environment, Conservation and Parks, to provide Management Services for the Port Bruce Provincial Park is hereby approved and authorized.
2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 16th day of May, 2024.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of May, 2024.

Mayor, D. Giguère

Clerk, A. Adams

USE AGREEMENT FOR TOWNSHIP AT PORT BRUCE PROVINCIAL PARK

THIS AGREEMENT (“Agreement “) made effective as of March 15, 2024,

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

as represented by the Minister of the Environment, Conservations and Parks
(the “**Ministry**”)

-AND-

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

(the “**Township**”)

WHEREAS:

- A. Port Bruce Provincial Park (the “**Park**”) is established by Ontario Regulation 316/07: Designation and Classification of Provincial Parks made under the *Provincial Parks and Conservation Reserves Act, 2006* (the “**PPCRA**”) and is thereby dedicated to the people of the Province of Ontario and visitors for their inspiration, education, health, recreational enjoyment and other benefits;
- B. The Park is an operational provincial park and the Township has expressed a desire to perform certain activities within a 7 ha area within the Park, specifically at the Premises (as defined hereof), to enhance the public’s enjoyment and use of the Park;
- C. The Premises total 7 ha and includes approximately 350 metres of beach located along the north shore of Lake Erie, with an adjacent parking lot, picnic area, vault privy and hard top basketball court;
- D. Under subsection 14(1) of the PPCRA, the Minister of the Environment, Conservation and Parks (or their delegate) may authorize a person to use or occupy land in provincial park by entering into an agreement respecting the use or occupation of the land;
- E. The Parties wish to set out their roles and responsibilities in this Agreement;

NOW THEREFORE in consideration of the mutual provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 **Defined Terms.** When used in the Agreement, the following words or expressions have the following meanings:

“Accessibility” means a general term used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability; the term implies conscious planning, design and/or effort to ensure the item is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

“Allowable Activities” means the activities which the Ministry is allowing the Township to carry out in the Park but only as described in Appendix B (Allowable Activities);

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; National Day for Truth and Reconciliation; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“Claims” has the same meaning as in Section 12.1;

“Conflict of Interest” means, in relation to the performance of its contractual obligations under this Agreement, the Township’s other commitments, relationships or financial interests which (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Effective Date” means the effective date as specified at the top of this Agreement;

“Endangered Species Act” means the *Endangered Species Act, 2007* and includes any regulations made thereunder;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* and includes any regulations made thereunder;

“Indemnified Parties” means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario, along with any and all permitted assignees of the Agreement;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by persons performing services of the type provided hereunder in similar situations in the Province of Ontario; and (b) adherence to commonly accepted norms of ethical business practices;

“Management Direction” includes the relevant Park management plan and any secondary plans, as may be amended or replaced from time to time;

“Ministry Address” and **“Ministry Representative”** mean:

Park Superintendent
 Port Bruce Provincial Park
 9 Wilson Lane, PO Box 9,
 Port Burwell, ON N0J 1T0
 Tel: (519) 874-4691 x222
 Email: lindsay.laroche@ontario.ca

“Off Season” means the period commencing on the Tuesday immediately following Thanksgiving Day and ending on the second Thursday in May;

“Ontario” means His Majesty the King in right of Ontario;

“Park” means Port Bruce Provincial Park established pursuant to the PPCRA;

“Party” means either the Ministry or the Township and **“Parties”** means both the Ministry and the Township;

“Peak Season” means the period commencing on the third Friday in June and ending on Labour Day;

“Premises” means the lands, structures and facilities specified in Appendix A;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“PPCRA” means the *Provincial Parks and Conservation Reserves Act, 2006* and includes the regulations thereunder;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all government authorities that now or at any time hereafter may be applicable to the Agreement, the Allowable Activities or the Licences or any part thereof, including the PPCRA and the *Endangered Species Act*;

“Shoulder Season” means: (i) the period commencing on the second Friday in May and ending on the third Thursday in June (the **“spring Shoulder Season”**); and (ii) the period commencing on the Tuesday immediately following Labour Day and ending on Thanksgiving Day (the **“fall Shoulder Season”**);

“Term” means the term of the Agreement, as described in Section 2.2;

“Township Address” and **“Township Representative”** mean:

Chief Administrative Officer, (or Designate)
Township of Malahide
87 John Street South,
Aylmer, ON N5H 2C3
Tel: (519) 773-5344 x 225
Email: ndias@malahide.ca

“WSIA” means the *Workplace Safety and Insurance Act, 1997* and includes any regulations thereunder;

1.2 **Interpretation.** For the purposes of interpretation, in the Agreement:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headers do not form part of this Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to an article, section, clause, paragraph or appendix is a reference to an article, section, clause, paragraph or appendix of the Agreement, unless otherwise specified;
- (e) references to statutes or regulations include any amendments that have been or may be made to those statutes or regulations from time to time;
- (f) any reference to dollars or currency shall be Canadian dollars and currency; and
- (g) “include”, “includes” and “including” shall not denote an exhaustive list.

- 1.3 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 1.4 The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (a) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party, provided that the Parties agree to a facsimile transmission;
 - (b) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
 - (c) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party's prior written consent, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
 - (d) any other means with the other Party's prior written consent.

ARTICLE 2 PURPOSE, TERM AND EXTENSION

- 2.1 **Purpose.** The purpose of the Agreement is to allow the Township to use the Premises to enhance the public's enjoyment and use of the Park. The Township may carry out the Allowable Activities.
- 2.2 **Term of Agreement.** The Agreement shall commence on the Effective Date and expire on December 31, 2024 unless terminated on an earlier date in accordance with the terms and conditions of the Agreement.
- 2.3 **Discussion Regarding Potential Extension.** Prior to the end of the Term, the Parties may meet to discuss the possibility of an extension or renewal of the Agreement.

ARTICLE 3
RELATIONSHIP BETWEEN MINISTRY AND TOWNSHIP

- 3.1 **Grant of Use.** For the Term, the Ministry hereby grants to the Township non-exclusive access to the Park including the ability to bring supplies, materials, equipment and other things as necessary for the purpose of carrying out the Allowable Activities.
- 3.2 **Township's Power to Contract.** The Township represents and warrants that it has the full right and power to enter into the Agreement and there is no agreement with any other person which would in any way interfere with the rights of the Ministry under the Agreement.
- 3.3 **Township Not a Partner, Agent, Employee or Tenant.** The Township shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Township shall not hold itself out as an agent, partner, employee or tenant of the Ministry. Nothing in the Agreement shall have the effect of creating an employment, partnership, agency or landlord-tenant relationship between the Ministry and the Township (or any of the Township's directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors or sub-licensees) or constitute an appointment under the *Public Service of Ontario Act, 2006*.
- 3.4 **Responsibility of Township.** The Township agrees that it is liable for the acts and omissions of any of its directors, officers, employees, agents, partners, affiliates, volunteers, contractors and subcontractors. This section is in addition to any and all of the Township's liabilities under the Agreement and under the general application of law. The Township shall advise these individuals and entities of the Township's obligations under the Agreement. In addition to any other liabilities of the Township under the Agreement or otherwise at law or in equity, the Township shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Agreement.
- 3.5 **Township's Employees.** Where the Township hires employees to perform or complete the Allowable Activities or otherwise to fulfill the Township's obligations under the Agreement, the Township (and not the Ministry) shall be the employer, shall enter into an employer/employee relationship with the employee, and, without limiting the generality of Section 11.1, shall indemnify the Ministry in respect of claims arising from or related to their employment.
- 3.6 **Township's Contractors.** The Township may choose to hire a contractor to carry out any of the Allowable Activities but must inform the Ministry. The Township must

ensure that every contract entered into by the Township with a contractor to carry out any of the Allowable Activities adopts all of the relevant terms and conditions of the Agreement. Nothing contained in that contract shall create a contractual relationship between any Township contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.

- 3.7 **Ministry May Act.** The Township agrees that the Ministry, for the purposes of the Agreement, may act through any individual designated by the Ministry.
- 3.8 **Ministry Access.** Nothing in the Agreement shall be construed so as to limit the ability of the Ministry or its representatives to (a) have, at all times, unimpeded access to and throughout the Premises, and (b) undertake inspections to assess the Township's compliance with the Agreement.

ARTICLE 4 TOWNSHIP'S UNDERTAKING OF ALLOWABLE ACTIVITIES

- 4.1 **Performance of Allowable Activities.** The Township shall carry out the Allowable Activities in accordance with Appendices B, C, C.1 and E.
- 4.2 **Standards.** The Township shall perform the Allowable Activities to the standards indicated in section 4.3 and in Appendices B and C and in accordance with the Management Direction for the Park, current copies of which having been provided by the Ministry to the Township prior to the execution of this Agreement by the Parties.
- 4.3 **Performance Warranty.** The Township hereby represents and warrants that the Allowable Activities shall be performed fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Allowable Activities will be performed in accordance with: (i) the Agreement; (ii) Industry Standards; and (iii) Requirements of Law. If any of the Allowable Activities, in the opinion of the Ministry, is inadequately performed or creates a hazard and requires corrections, the Ministry shall notify the Township and the Township shall forthwith make the necessary corrections at its own expense as specified by the Ministry.
- 4.4 **Approvals.** The Township shall, at its own expense, obtain any permits, approvals, authorizations and inspections required to perform the Allowable Activities.
- 4.5 **Notice of Emergencies, Injuries, etc.** The Township shall immediately notify the Ministry of any emergency, accident, loss, damage or injury (including death) to any person or property that occurred at the Premises.

- 4.6 **Occupational Health and Safety.** Without limiting the generality of Section 4.3, at all times when carrying out any Allowable Activities through its own employees or its contractors, the Township shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O,1.
- 4.7 **Accessibility .** The Township shall comply with all applicable requirements, specifications and standards for Accessibility established in accordance with the *Human Rights Code*, the *Ontarians with Disabilities Act, 2001*, and the *Accessibility for Ontarians with Disabilities Act, 2005* and any regulations made thereunder and any direction from the Ministry, as any of which may be amended, in carrying out any of the Allowable Activities. The Township's compliance with such legislation may be audited at any time in the Ministry's sole discretion.
- 4.8 **Township to Provide.** The Township shall provide all equipment, vehicles, materials and personnel necessary to carry out the Allowable Activities, except as otherwise specified in this Agreement.
- 4.9 **Costs and Expenses.** The Township shall be responsible for all costs and expenses related to the Allowable Activities and the performance of any of the Township's obligations hereunder, including the costs for any utilities. The Township acknowledges and agrees that any reimbursement payable by the Ministry to the Township under this Agreement in respect of any of the Allowable Activities will be billed in accordance with Appendix F Rates and Reimbursements.
- 4.10 **Ministry Not Liable.** The Ministry is not and shall not be liable or responsible for the security of the Township's equipment and supplies or any damage thereto.
- 4.11 **No Assignment.** The Township shall not assign the whole or any part of this Agreement.
- 4.12 **Township's Contractors.** Every contract entered into by the Township with a contractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Allowable Activities performed by the contractor. Nothing contained in this Agreement shall create a contractual relationship between any contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.

ARTICLE 5 INSPECTIONS

- 5.1 **Township to Inspect.** The Township shall implement an inspection program that meets the standards of the Ministry to ensure that the Premises remain free from hazards. Inspections shall be conducted jointly by the Township and the Ministry.
- 5.2 **Ministry May Inspect.** The Ministry may at any time, inspect the Premises, including any structures thereon. The Township shall abide by any and all directions put forth by the Ministry respecting or resulting from said inspections.
- 5.3 **Township Representative to Attend.** The Township shall ensure that its designated representative attends all inspections when required and arranged with the Ministry Representative.
- 5.4 **Officers or Servants of the Ministry.** For the purpose of inspections, the Ministry may act through any officer or servant of Ontario.

ARTICLE 6 CLARIFICATION AND MEETINGS

- 6.1 **Township to Consult.** Where the Township is in doubt as to how to proceed with any of the Allowable Activities or other requirements of this Agreement, the Township shall consult with the Ministry.
- 6.2 **Participation in Meetings.** The Township shall make every reasonable effort to be available, at the request of the Ministry Representative, to meet with said representative to discuss matters under the Agreement.

ARTICLE 7 RIGHTS RETAINED BY ONTARIO

- 7.1 **Rights Retained.** The Ministry retains all rights with respect to the Premises not expressly granted to the Township under the Agreement including, but not limited to, the following:

- (a) the right for any person representing or acting under the direction of the Ministry to have unimpeded access anytime and anywhere in and to the Premises;
- (b) the right to grant further rights to use and occupy the Premises, provided that the exercise of such rights does not unreasonably interfere or compete with the Township's rights under the Agreement;
- (c) the right to establish and administer volunteer, education, and interpretation programs at the Premises;
- (d) the right to implement or set standards for all marketing, customer surveys, advertising, and visual identity programs;
- (e) the right to establish and require compliance by the Township with standards for display and sale of merchandise, erection of signs and notices and establishment and maintenance of visual appearance; and
- (f) the right, exercisable in the Ministry's sole discretion, to close part or all of any the Premises at any time pursuant to the PPCRA.

7.2 **No Interest in Land Granted.** Nothing herein shall be construed as a grant of any interest in land by the Ministry to the Township.

ARTICLE 8 CONFLICT OF INTEREST

8.1 **Conflict of Interest.** The Township shall:

- (a) avoid any Conflict of Interest in the performance of its obligations hereunder;
- (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its obligations hereunder; and
- (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest.

8.2 **Remedies.** In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate this Agreement upon giving notice to the Township where, in the opinion of the Ministry:

- (a) the Township fails to disclose an actual or potential Conflict of Interest;
- (b) the Township fails to comply with any requirements prescribed by the Ministry to resolve the Conflict of Interest; or
- (c) the Township's Conflict of Interest cannot be resolved.

ARTICLE 9
CONFIDENTIALITY, FIPPA/MFIPPA & DOCUMENTATION

- 9.1 **No Disclosure Permitted.** The Township shall not directly or indirectly disclose or use, at any time, either during or subsequent to the Term any matter or document relating to or in any way pertaining to or connected with the Allowable Activities, or any information or data concerning the Ministry's methods, procedures, contracts, finances, personnel, plans, surveys, research, descriptions, policies, regulations, rules and intentions, including all matters and documents the dissemination of which might be prejudicial to the Ministry, except that the Township may disclose any data and information necessary to the fulfilment of its obligations under the Agreement or where required by law.
- 9.2 **FIPPA/MFIPPA Records and Compliance.** The Township and the Ministry acknowledge and agree that FIPPA and the *Municipal Freedom of Information and Protection of Privacy Act* apply to and govern all records and may require the disclosure of such records to third parties.
- 9.3 **Disclosure of Information.** The Township shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Province respecting this Agreement, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 9.4 **Documentation and Audit,** For seven (7) years after the expiry or earlier termination of the Agreement, the Township shall maintain all necessary records to substantiate that the Allowable Activities were performed in accordance with the Agreement and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Township shall permit and assist the Ministry in conducting audits of the operations of the Township to verify such performance and compliance. The Ministry shall provide the Township with at least ten (10) Business Days prior notice of its requirement for such audit.
- 9.5 **Survival.** The provisions of this article shall survive any termination or expiry of the Agreement.

ARTICLE 10 PUBLICITY

- 10.1 **Opportunity to Review.** The Township shall provide the Ministry with a reasonable opportunity to review and comment on any publicity or publications related to the Township's use of the Park or the Allowable Activities.
- 10.2 **No Use of Logo.** The Township shall not use any insignia or logo of His Majesty the King in right of Ontario, including the Ontario Parks logo, except with prior written consent of the Ministry.
- 10.3 **Consistent Messaging.** All publicity, publications and communication related to the Agreement, shall be consistent with the values of the Ministry and representative of the cooperative relationship between the Township and the Ministry.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.1 **Township Indemnity.** The Township hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), cause of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "**Claims**"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done by the Township, its contractors, subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in connection with the Agreement, including performance of the Allowable Activities. The Township further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this section shall survive the termination or expiry of the Agreement.
- 11.2 **Township's Insurance.** The Township hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Township would maintain including, but not limited to Public Entity General Liability insurance on

an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million Dollars (**\$5,000,000**) per occurrence. The policy is to include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of the performance of the Township's obligations under, or otherwise in connection with, the Agreement;
- (b) contractual liability coverage;
- (c) cross-liability clause;
- (d) employers liability coverage;
- (e) 30-day written notice of cancellation or termination.

11.3 Proof of Insurance. The Township shall provide the Ministry with proof of the insurance required under Section 11.2 in the form of valid certificates of insurance that reference the Agreement and confirm the required coverage, before the execution of the Agreement by the Ministry, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Township shall ensure that each of its authorized contractors or subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the contractor or subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the contractor's obligations of the Allowable Activities.

11.4 Township Participation in Proceedings. The Township shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties in respect of which the Township has indemnified the Indemnified Persons pursuant to Section 11.1 and any negotiations for settlement of such Proceedings. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Township in writing of such election without prejudice to any other rights or remedies of the Ministry under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. If the Township is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Township to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceeding, the Township agrees to co-operate with and assist the Ministry to the fullest extent possible in such Proceeding and any related settlement negotiations. This section shall survive any termination or expiry of the Agreement.

- 11.5 **Ministry's Non-Liability.** His Majesty the King in right of Ontario, their Ministers, directors, officers, agents, appointees, and employees (the "**Crown**") shall not be liable for any Claims for or by reason of any loss, damage or injury, including death, of any nature or kind whatsoever and howsoever caused, unless resulting from or contributed to by the fault of the Ministry or persons for whom the Ministry is in law responsible, which may arise in connection with this Agreement. The Township shall assume all liability and obligation for any and all such Claims and hereby releases, remises and forever discharges the Crown from same. This section shall survive the expiry or termination of this Lease.

ARTICLE 12 TERMINATION

- 12.1 **Notice of Termination.** The Township may without liability terminate this Agreement on 30 days' written notice, provided that the termination date does not fall on or between the second Friday in May and Thanksgiving Day in any given year.
- 12.2 **Immediate Termination of Agreement.** The Ministry may immediately terminate the Agreement without liability upon giving notice to the Township where:
- (a) the Township breaches Article 8 (Conflict of Interest);
 - (b) the Township breaches any provision in Article 9 (Confidentiality and FIPPA/MFIPPA);
 - (c) the Township, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
 - (d) the Township sub-licenses any part of this Agreement or assigns the Agreement without first obtaining the written approval of the Ministry; or
 - (e) the Township is in default within the meaning of Section 3 of Appendix C;
- and the above rights of termination are in addition to all other rights of termination specified elsewhere in the Agreement, available at law, or events of termination by operation of law.
- 12.3 **Dispute Resolution.** The Ministry Representative and the Township Representative shall be the first parties to meet to settle any disputes.
- 12.4 **Dispute Resolution by Rectification Notice.** Where the Township fails to comply with any of its obligations under this Agreement, the Ministry may issue a rectification notice to the Township setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Township

shall either: (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Township fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Agreement. Where the Township has been given a prior rectification notice, the same subsequent type of non-compliance by the Township shall allow the Ministry to immediately terminate the Agreement without the provision of another rectification notice.

12.5 **Township's Obligations on Expiry or Termination.** On expiry or termination of the Agreement, the Township shall, in addition to its other obligations under the Agreement and at law:

- (a) at the request of the Ministry, deliver as soon as possible to the Ministry all materials, supplies, equipment, machinery, software, hardware and records supplied by the Ministry under the Agreement;
- (b) provide the Ministry with a report detailing: (i) the current state of the performance of the Allowable Activities by the Township at the date of termination; and (ii) any other information requested by the Ministry pertaining to the performance of the Allowable Activities and performance of this Agreement;
- (c) provide the Ministry with any information or documents requested by the Ministry related to the report specified in (b); and
- (d) execute such documentation as may be required by the Ministry to give effect to the termination of the Agreement.

This section shall survive any termination of the Agreement.

12.6 **No Claims on Termination.** On termination of the Agreement, the Township shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action under this Article 12.

ARTICLE 13 ONTARIO DUTIES & OBLIGATIONS

13.1 **Duties.** The Parties acknowledge that the Ministry has certain statutory duties and powers in respect of the Park, including pursuant to the PPCRA, and that this Agreement is not intended to limit or to affect the Ministry's ability to perform or exercise same.

- 13.2 **Ministry Obligations.** The Ministry shall perform the activities specified in Appendix E, subject to any terms and conditions specified therein.

ARTICLE 14 GENERAL PROVISIONS

- 14.1 **No Indemnities from the Ministry.** Notwithstanding anything else in the Agreement, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.
- 14.2 **Ministry Rights and Remedies and Township Obligations Not Limited to Agreement.** The express rights and remedies of the Ministry and obligations of the Township set out in the Agreement are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Township at law or in equity.
- 14.3 **No Other Uses Permitted.** The Township may use the Premises in accordance with this Agreement solely for the purposes of performing the Allowable Activities and for no other purpose.
- 14.4 **Entire Agreement.** The Agreement embodies the entire agreement between the Parties with regard to the Allowable Activities and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the Allowable Activities, existing between the Parties at the date of execution of the Agreement.
- 14.5 **Severability.** If any term of the Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 14.6 **Force Majeure.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an

event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters, pandemics, and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

- 14.7 **Notices by Prescribed Means.** Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Township Address to the attention of the Township Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree to additional methods of notice, notices may only be provided by the methods contemplated in this section.
- 14.8 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.9 **Condonation Not a Waiver.** Any failure by the Ministry to insist in one or more instances upon strict performance by the Township of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Township with respect to such performance shall continue in full force and effect.

14.10 **Changes By Written Amendment Only.** Any changes to the Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

14.11 **Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors, executors, administrators and permitted assigns.

14.12 **Appendices Incorporated.** The provisions of the following appendices to this Agreement form part of the Agreement and are hereby fully incorporated herein:

Appendix A – PREMISES

Appendix B – ALLOWABLE ACTIVITIES

Appendix B.1 – SECURITY AND ENFORCEMENT

Appendix C -- OCCUPATIONAL HEALTH AND SAFETY

Appendix D – VOLUNTEERS

Appendix E – MINISTRY OBLIGATIONS

Appendix F – RATES AND REIMBURSEMENTS

[- SIGNATURE PAGE FOLLOWS -]

IN WITNESS WHEREOF the Parties have executed the Agreement.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of the Environment
Conservation and Parks

Lindsay Laroche
Park Superintendent, Port Bruce Provincial Park

**THE CORPORATION OF THE TOWNSHIP OF
MALAHIDE**

Nathan Dias
CAO/Clerk

Dominique Giguère
Mayor

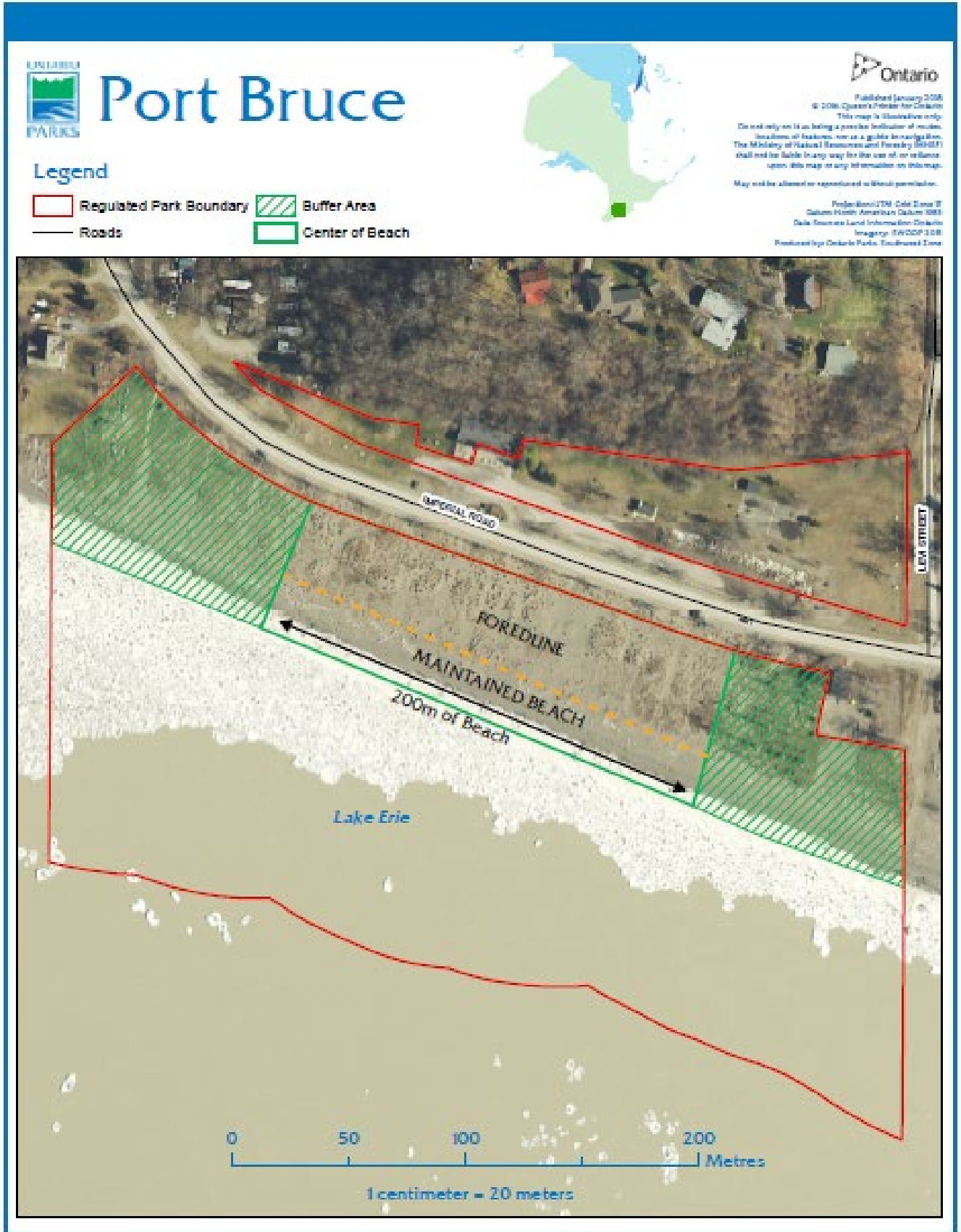
APPENDIX A**PREMISES**

The Premises consist of the following lands, structures and facilities, as depicted in the map below:

In the geographic Township of Malahide, now in the Municipal Township of Malahide, in the County of Elgin, containing 7 hectares, more or less, being composed of those parts of the said geographic township designated as Parts 1 and 2, on a plan known as Port Bruce Provincial Park (Recreational Class), filed on September 23, 2010, with the Office of the Surveyor General of Ontario in the Ministry of Natural Resources.

- (a) those lands delimited to the south by the water's edge of Lake Erie, to the east by the current boundary of the Park (generally in line with Levi Street), to the west by the current boundary of the Park, and to the north of Imperial Road up to the adjacent property and bush line;
- (b) all facilities and infrastructure existing within the lands specified in (a) immediately above, including the parking lot, basketball court and accessible matting; and
- (c) the privy located north of Imperial Road, east of the Shors Pub and Eatery Restaurant, as identified on the map below.

Map follows



APPENDIX B

ALLOWABLE ACTIVITIES

The Township shall carry out the following activities at the Premises as described below (the “**Allowable Activities**”):

1. **Spring Beach Cleanup.** On an annual basis during the Term, prior to the scheduled opening of the Park (typically late May), the Township, in coordination with the Ministry’s Park staff, shall be responsible for the removal of large driftwood and detritus within the Premises for the purpose of maintaining the beach in a safe and clean condition. The Township shall not conduct any mechanical raking on the beach.

The Township shall be responsible for removing and disposing of the large debris from the beach.

Despite anything to the contrary herein, the Township shall not perform any beach raking or annual cleanup in the vegetated areas of the beach including the fore dunes located at the Premises.

2. **Beach (Litter) Cleaning.** The Township shall be responsible for the collection of litter and general beach cleaning including hazard removal. The Township shall conduct litter removal as required to keep the beach in a reasonably clean state.
3. **Garbage Receptacles.** The Township shall collect and remove garbage from the (4) garbage receptacles located in the Park. Garbage removal will be as required to prevent the overflow of receptacles. The Township will place the receptacles in the Premises prior to the Park opening and the Township will be responsible for placing them into storage once the Park is closed.
4. **Privy Maintenance and Repair.** The Township shall be responsible for the operation of the privy, located north of Imperial Road within Port Bruce Provincial Park. This responsibility includes: washroom cleaning and sanitation, waste removal, general facility maintenance and repairs, provision of supplies and winterizing the comfort stations (including blowing out water lines).
5. **Beach Matting Maintenance.** The Township shall be responsible for the maintenance including:
 - (a) cleaning sand off of the beach mat;
 - (b) regularly inspecting the mat, ensuring the mat is properly secured to prevent damage to the mat and eliminating any safety hazards.

6. **Grounds keeping.** The Township shall be responsible for all grounds keeping north of Imperial Road. This will include all grass cutting and weed whipping, as required to maintain a reasonably manicured state outside of these operating dates. The basketball court is to be kept in good repair and free of debris, grass/leaf litter during the Park's operating season.
7. **Training of Staff.** The Township shall ensure that its staff and authorized contractors and subcontractors performing the Allowable Activities are provided with training in the following areas:
 - (a) Hospitality/customer service/visitor services;
 - (b) Park emergency plans/enforcement;
 - (c) Standard First aid, AED and CPR Level C Certification where appropriate; and
 - Ability to relay basic information regarding the surrounding area and provide contact information where appropriate.
8. **Signage.** All existing Park signage and emergency contact information (911) will remain on site. The Township shall post and maintain a sign throughout the Term indicating that the Park is being maintained by the Township of Malahide, with appropriate contact information contained therein.
9. **Semi-Annual Meetings.** Each year, the Township Representative shall meet at least twice with the Ministry Representative by the following dates for the specified purpose:
 - (a) prior to April 1st (season start-up), to discuss plans for upcoming Allowable Activities and address any issues or concerns; and
 - (b) after October 1st (season end) to debrief and raise any issues or concerns with respect to the Allowable Activities from the past operating season.

APPENDIX B.1**SECURITY AND ENFORCEMENT****General**

1. The Township shall not provide any security or enforcement coverage at the Premises in accordance with this Appendix. The Township shall direct all emergencies and enforcement related matters to the appropriate emergency response agency and/or the Ontario Provincial Police and the Township shall notify the Ministry immediately. Inquiries from the public to the Township concerning general Park rules and regulations will be referred to the Ministry.

For the purpose of this Appendix, the term “enforcement” means acts carried out for the purpose of ensuring compliance with applicable laws and includes inspections and investigations of potential or alleged violations.

Notwithstanding anything to the contrary above, monitoring of the Premises and engaging the public to provide information concerning general Park rules and behaviors that are in keeping with the enjoyment of all users may be carried out by representatives of the Township that are not designated as park wardens.

Emergencies

2. The Township shall be responsible for referring emergencies at the Premises to the appropriate emergency response agency and/or the Ontario Provincial Police and notifying the Ministry immediately. Emergency contact information is to be posted by the Ministry in a visible location at the Premises for public information and assistance.
3. The Township shall immediately notify the Ministry of any emergency, accident, loss, damage or injury (including death) to any person or property that occurs at the Premises or area in the Park adjacent thereto.

Lost, Mislaid or Abandoned Property

4. The Township shall be responsible for the proper handling and storage of any lost, mislaid or abandoned property and shall transfer to the Ministry any such property that is unclaimed by October 31 of each calendar year.
5. The Township shall ensure that it documents and maintains records respecting the receipt and return of all lost, mislaid or abandoned property.

APPENDIX C**OCCUPATIONAL HEALTH AND SAFETY****1. Township Compliance with OHSA**

The Township shall be knowledgeable of, and abide by, the provisions of all applicable legislative enactments, by-laws and regulations in regard to health and safety in the province of Ontario, as well as take note of any specific hazards on the Premises identified by the Ministry. Without limiting the generality of the foregoing, the Township shall ensure that it is knowledgeable of and performs all obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 (the “**OHSA**”), as amended from time to time, including without limitation, those set out in sections 25, 26, 37 and 51 of the OHSA. Additionally, the Township shall at all material times and at its own expense:

- (a) ensure its contractors and subcontractors are knowledgeable of and agree to comply with all of the provisions and regulations of the OHSA;
- (b) ensure that all equipment used in connection with the Allowable Activities is at all times properly and safely maintained by duly qualified personnel and is at all times in good working order;
- (c) identify the various hazards associated with the Allowable Activities and employ procedures and safety practices to protect the workers from them;
- (d) notify the Ministry in writing of any work-related critical injury and/or public critical injury as defined in the *Occupational Health and Safety Act* within twenty four (24) hours of the occurrence of any such accident or illness; and to notify the Ministry in writing of any work-related injury or illness within one business day.
- (e) provide the Ministry as soon as possible with (i) copies of the Township’s correspondence with the Ministry of Labour in connection with the Allowable Activities and (ii) full details of any investigation of, or prosecutions or convictions (whether pending, threatened or otherwise) against the Township under OHSA. The Township irrevocably authorizes the Ministry of Labour to release to the Ministry as soon as possible any and all of its records regarding such details, provided in the event of any prosecutions or convictions against the Township or any of its contractors, the Ministry may immediately terminate this Agreement.

2. Remedies for Breach

In the event of any default or breach of any of the provisions of this Appendix C, or Section 11.04, or of any of the provisions of the OHSA (individually, a “**Default**”), the Ministry may without any liability on the part of the Ministry:

- (a) require the Township, at the Township’s expense, to:

- (i) cease performance of the Allowable Activities, in whole or in part, until any such Default is duly rectified, and/or
 - (ii) remove any contractor who has Defaulted until such default is remedied or replace such contractor as soon as possible with a duly qualified competent substitute.
- (b) on written notice to the Township, forthwith terminate this Agreement under Section 12.02, in whole or in part, on account of such Default (which shall be deemed to be a substantial failure of performance),

provided the above rights and remedies in favour of the Ministry shall be cumulative, and may be exercised in any sequence as the Ministry determines, and are in addition to, not in lieu of, any other rights and remedies available to the Ministry under the Agreement or otherwise available at law, equity or otherwise.

3. Acknowledgement of Hazards.

The Township hereby acknowledges that the Allowable Activities may involve occupational health and safety hazards.

APPENDIX D**VOLUNTEERS**

The Township shall ensure that any coordinated volunteer initiatives, either on behalf of the Township or local individuals, are to be approved by the Park Superintendent prior to any such activities being organized (e.g., hand raking within the 200m section of the beach, tree planting, invasive species removal, etc.). The Township shall advise interested parties to contact the Ministry for stewardship opportunities at the Park; any approved volunteer events will be overseen by Park staff.

APPENDIX E**MINISTRY OBLIGATIONS**

2024 Initial Spring Beach Cleanup. The Ministry will direct and assist the Township with the initial large driftwood and detritus removal within the specified 200m of beach. The beach matting will be installed by the Township at the beginning of the Park operating season.

1. **Water Testing.** The Ministry shall continue to conduct water sampling at its discretion. The Ministry will notify the Township of any adverse water sample results and will post notification in the Park as required.
2. **Updated Information.** The Ministry shall provide the Township with updated information related to the Park and the Allowable Activities, including operating policies and form templates, along with the required training related to those updates.
3. **Wildlife Die-Off.** The Ministry shall be the lead for all wildlife die-offs, including associated testing and communications. The Ministry will share with the Township the results of all tests conducted on wildlife within the Premises.
4. **Capital Repairs.** Any major capital repairs or issues will be the responsibility of the Ministry, including Park signage.

APPENDIX F

RATES and REIMBURSEMENTS

1. Maximum Fee

Notwithstanding anything else in the Agreement, the total amount reimbursable by the Ministry to the Township under the Agreement shall not exceed a maximum amount of up to Fifteen Thousand dollars (\$ 15, 000.00), plus applicable taxes (HST).

The total amount payable by the Ministry to the Township includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes.

2. Rates

The Maximum amount for reimbursement for the Allowable Activities are set out below and shall remain fixed during the Term of the Agreement:

	Description	Price Excluding HST
1	Grass cutting	\$ 3,500.00
2	Washroom Cleaning	\$ 4,000.00
3	Garbage Collection	\$ 5,000.00
4	Beach Cleanup	\$ 2,500.00

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 24-26

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 May 16, 2024, 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 16th day of May, 2024.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of May, 2024.

Mayor, D. Giguère

Clerk, A. Adams