



The Corporation of the Township of Malahide

A G E N D A

June 15, 2023 – 7:30 p.m.

**Springfield & Area Community Services Building
51221 Ron McNeil Line, Springfield**

**** Note:** At this time, seating capacity is limited and those individuals with matters pertaining to agenda items will be prioritized for in person attendance.
The meeting is also streamed live on YouTube and available after for viewing.

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 8-15)**
- (D) Presentations/Delegations/Petitions
 - Court of Revision - Sparta Line Municipal Drain No. 3 & 4, relating to parts of Lots 6 and 7, Concession 3, Township of Malahide **RES 2-5**
 - Court of Revision – Maginnis Drain 2023, relating to parts of Lots 20 to 22, Concession 3 and 4, Township of Malahide **RES 6-9**
 - Meeting to Consider – J.L. Ferguson Drain 2023, relating to parts of Lots 8 through 11, Concession 8 and 9 **RES 10-12 (Pages 16-17)**
 - Public Meeting –Zoning By-law Amendment Application–Applicant/Agent Antoinette Van Blyderveen (owner Michael Brown and Julianne Crom) relating to property SOUTH DORCHESTER CON 8 PT; LOT 3 RP 11R10226 PART 2 (14508 Putnam Road) **RES 13-15 (Pages 18-35)**

- Public Meeting – Official Plan Amendment Application & Zoning By-law Amendment Application –Applicant/Agent PH Engineering Solutions Inc. c/o Moe Hajara, relating to property at Part of Lot 21, Concession 3 South (50896 & 50942 Vienna Line) **RES 16-18 (Pages 36-85)**
- Presentation – Robert Foster, Auditor, Graham Scott Enns, for presentation of the 2022 Financial Statements **RES 19 (Pages 86-119)**

(E) Reports of Departments

- (i) Director of Fire & Emergency Services
- (ii) Director of Public Works
 - Malahide Community Place Concession Booth Update **RES 20(Pages 120-122)**
 - County Road Maintenance Agreement **RES 21 (Pages 123-179)**
- (iii) Director of Corporate Services/Treasurer
- (iv) Clerk
- (v) Building/Planning/By-law
- (vi) CAO

(F) Reports of Committees/Outside Boards **RES 22**

- (i) Long Point Region Conservation Authority – Minutes of May 3 2023 **(Pages 180-185)**

(G) Correspondence **RES 23**

1. Association of Municipalities of Ontario - Watch File – dated June 1, 2023 and June 8, 2023
2. Lanark County – Support Bill C-321
3. Town of Plympton-Wyoming – Support for Municipality of Tweed regarding Bell-Hydro Infrastructure
4. Southwestern Public Health – Bird from SWPH region tests positive for West Nile Virus
5. Elgin Federation of Agriculture – Correspondence sent to Elgin County Council regarding Helping Homebuyers, Protecting Tenants Act & the Proposed 2023 Provincial
6. Elections Ontario – Response to Malahide Township’s letter of support for future accuracy of the permanent register of electors

7. Aylmer Cemetery Board – Letter of Appreciation
8. Ministry of Natural Resources - Streamlining of Approvals under the *Aggregate Resources Act* and Supporting Policy
9. City of Quinte West – Renovictions Support Request
10. Town of Cobourg, Town of Amherstburg, City of Port Colborne, and Township of Puslinch – Support for City of Cambridge – Highway Traffic Act Amendments

(H) Other Business

(I) By-laws **RES 24**

- (i) By-law No. 23-29 – Five Sstar Metals Rezoning (**Pages 186-188**)
- (ii) By-law No. 23-47 -Brown/Van Blyderveen (**Pages 33-35**)
- (iii) By-law No. 23-48 – PH Engineering Official Plan Amendment (**Pages 77-81**)

(J) Closed **RES 25-26**

- (i) Advice that is subject to solicitor client privilege, including communications necessary for that purpose relating to the EECC(Section 239(2)(f))
- (ii) Labour Relations or Employee Negotiations Matter relating to Public Works Department staffing (Section 239 (2)(e))
- (iii) Labour Relations or Employee Negotiations Matter relating to CAO Department staffing (Section 239 (2)(e))

(K) Confirmatory By-law **RES 27 (Page 189)**

(L) Adjournment **RES 28**

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

1. THAT the minutes of the regular meeting of Council held on June 1, 2023 be adopted as printed and circulated.
2. THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Sparta Line Municipal Drain No. 3 & 4:

Mayor Dominique Giguère (Chair)
Councillor Rick Cerna
Councillor Scott Lewis
3. THAT the Court of Revision for the Sparta Line Municipal Drain No. 3 & 4 be called to order at 7: p.m.

AND THAT Dominique Giguère be appointed Chair.
4. THAT the Court of Revision members for the Sparta Line Drain No. 3 & 4 do hereby accept the recommendations of Drainage Engineer John Spriet; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated April 24, 2023.
5. THAT the Court of Revision relating to the Sparta Line Municipal Drain No. 3 & 4 be adjourned and the Council Meeting reconvene at 7: p.m.
6. THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Maginnis Drain 2023:

Mayor Dominique Giguère (Chair)
Councillor Rick Cerna
Councillor Chester Glinski
7. THAT the Court of Revision for the Sparta Line Maginnis Drain 2023 be called to order at 7: p.m.

AND THAT Dominique Giguère be appointed Chair.
8. THAT the Court of Revision members for the Maginnis Drain 2023 do hereby accept the recommendations of Drainage Engineer Michael DeVos; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated March 10, 2023.

9. THAT the Court of Revision relating to the Maginnis Drain 2023 be adjourned and the Council Meeting reconvene at 7: __ p.m.

10. THAT the Engineer's Report for the J.L. Ferguson Drain be accepted;

AND THAT By-law No. 23-45 being a by-law to provide for the J.L. Ferguson Drain drainage works be read a first and second time and provisionally adopted.

11. THAT the Court of Revision for the J.L. Ferguson Drain be scheduled to be held on July 6, 2023, at 7:30 p.m.

12. THAT the tenders for the construction of the J.L. Ferguson Drain be requested for June 30, 2023 at 11:00 a.m.

13. THAT the Public Meeting relating to Zoning By-law Amendment Application D14-Z09-23 of Anne Van Blyderveen, relating to the property located at Part Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester), and known municipally as 14508 Putnam Road be called to order at 7: __ p.m

14. THAT the Public Meeting relating to Zoning By-law Amendment Application D14-Z09-23 of Anne Van Blyderveen, relating to the property located at Part Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester), and known municipally as 14508 Putnam Road be adjourned at 7: __ p.m

15. THAT Report No. REPORT NO.: DS-23-17 entitled "Zoning By-Law Amendment Application of Anne Van Blyderveen" be received;

AND THAT the Zoning By-Law Amendment Application of Anne Van Blyderveen (D14-Z09-23), relating to the property located in Part Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester) be APPROVED for the reasons set out in this Report.

16. THAT the Public Meeting concerning Official Plan Amendment Application No. D09-D09-OPA02-23 and Zoning By-law Amendment Application No D14-Z04-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the property located at South Part of Lot 21, Concession 3, and known municipally as 50896 & 50942 Vienna Line, be called to order at 7: __ p.m

17. THAT the Public Meeting concerning Official Plan Amendment Application No. D09-D09-OPA02-23 and Zoning By-law Amendment Application No D14-Z04-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the property located at South Part of Lot 21, Concession 3, and known municipally as 50896 & 50942 Vienna Line, reconvene at 7: __ p.m.

18. THAT Report No. DS-23-18 entitled "Applications for Official Plan and Zoning By-law Amendments, and Consent to Sever of PH Engineering Solutions Inc. c/o Moe Hajara" be received;

AND THAT the Official Plan Amendment Application No. D09-OPA02-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the property located at South Part of Lot 21, Concession 3, and known municipally as 50896 & 50942 Vienna Line, BE ADOPTED for the reasons set out in this Report;

AND THAT Zoning By-law Amendment Application No. D14-Z04-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the previously-noted property BE APPROVED for the reasons set out in this Report;

AND THAT Council withholds the passing of the By-law until such time that a Notice of Decision from the County of Elgin approving the associated Official Plan Amendment has been received to the satisfaction of the Township of Malahide;

AND THAT the Application for Consent to Sever of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the previously-noted property 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.

19. THAT the 2022 Audited Financial Statements, as prepared by Graham Scott Enns, and presented by Auditor Robert Foster, be approved as submitted;

AND THAT the Mayor be authorized to sign the Audit Finding Letter from Graham Scott Enns on behalf of the Malahide Township Council.

20. THAT Report No. PW-23-37 entitled "Malahide Community Place Concession Booth Update" be received.

21. THAT Report No. PW-23-40 entitled "County Road Maintenance Agreement" be received;

AND THAT Council approve, in principle, the County Road Maintenance agreement as amended and as attached to this Report, and authorize staff to request the County to prepare the finalized agreement based on the amended version.

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

- (i) Long Point Region Conservation Authority – Minutes of May 3, 2023

23. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated June 1, 2023 and June 8, 2023
2. Lanark County – Support Bill C-321
3. Town of Plympton-Wyoming – Support for Municipality of Tweed regarding Bell-Hydro Infrastructure

4. Southwestern Public Health – Bird from SWPH region tests positive for West Nile Virus
 5. Elgin Federation of Agriculture – Correspondence sent to Elgin County Council regarding Helping Homebuyers, Protecting Tenants Act & the Proposed 2023 Provincial
 6. Elections Ontario – Response to Malahide Township’s letter of support for future accuracy of the permanent register of electors
 7. Aylmer Cemetery Board – Letter of Appreciation
 8. Ministry of Natural Resources - Streamlining of Approvals under the *Aggregate Resources Act* and Supporting Policy
 9. City of Quinte West – Renovictions Support Request
 10. Town of Cobourg, Town of Amherstburg, City of Port Colborne, and Township of Puslinch – Support for City of Cambridge – Highway Traffic Act Amendments
24. THAT the following by-laws be considered read a first, second and third reading and properly signed and sealed:
- (i) By-law No. 23-29 – Five Star Metals Rezoning
 - (ii) By-law No. 23-47 -Brown/Van Blyderveen
 - (iii) By-law No. 23-48 – PH Engineering Official Plan Amendment
25. THAT Council move into Closed Session at _____ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:
- (i) Advice that is subject to solicitor- client privilege, including communications necessary for that purpose relating to the EECC. (Section 239(2)(f))
 - (ii) Labour Relations or Employee Negotiations Matter relating to Public Works Department staffing. (Section 239 (2)(e))
 - (iii) Labour Relations or Employee Negotiations Matter relating to CAO Department staffing. (Section 239 (2)(e))
26. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
27. By-law No.23-46, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
28. THAT the Council adjourn its meeting at _____ p.m. to meet again on July 6 2023, at 7:30 p.m.

The Corporation of the Township of Malahide**June 1, 2023 – 7:30p.m.**Virtual Meeting - <https://youtu.be/bQOZXaqe2fo>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. 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 A. Betteridge, Clerk A. Adams, Director of Finance A. Boylan, and Director of Fire & Emergency Services J. Spoor

Via Zoom:

Absent:

Also Present: Eric Steele – MBPC

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-Public Works- New Engineers Report-Pritchard 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 Agenda item E– Reports of Departments-Public Works- New Engineers Report-Pritchard Drain. The nature of the conflict being the drain runs through his property.

MINUTES:

No. 23-249

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT the minutes of the regular meeting of Council held on May 18, 2023 be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Public Hearing - Minor Variance Application – Owner Kavin & Thea Ostrosser, relating to property at PLAN 88 LOTS 18 TO 25 RP;11R3634 PART 2, municipally known as 11961 Omemee Street

No. 23-250

Moved By: John H. Wilson

Seconded By: Rick Cerna

THAT the Committee of Adjustment for the Township of Malahide be called to order at 7:31 p.m. and that Mayor Dominique Giguère be appointed Chairperson for the “Committee of Adjustment”.

Carried

Chair Giguère advised that the purpose of this Public Hearing is to consider an application for a Minor Variance submitted by Kavin Ostrosser, relating to property at PLAN 88 LOTS 18 TO 25 RP;11R3634 PART 2, municipally known as 11961 Omemee Street.

Chair Giguère requested that Eric Steele of Monteith Brown Planning Consultants (MBPC) provide an overview of the application.

Chair Giguère asked if any comments were received and the Clerk advised there were no comments received that haven’t already been discussed.

Chair Giguère asked if any person in attendance wished to make any comments and there were none.

Chair Giguère asked if any Committee members wished to make any comments regarding the application.

No. 23-251

Moved By: Mark Widner

Seconded By: John H. Wilson

THAT Report No. DS-23-14 entitled “Minor Variance Application No. D13-MV-03-23 of Kavin Ostrosser” and affecting lands described as PLAN 88 LOTS 18 TO 25 RP;11R3634 PART 2 in the Township of Malahide (11961 Omemee Street) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor

Variance Application No. D13-MV-03-23 to permit an accessory structure with a maximum floor area of 292 m² where the By-law requires a maximum floor area of 120 m²;

AND THAT the approval shall be subject to the following conditions:

- 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.**

Carried

- Public Hearing - Minor Variance Application – Applicant/Agent David Roe c/o Civic Planning Solutions Inc. (owner James Stannard & Deborah Neill), relating to property at CON 11 PT LOT 11 RP 11R2617;PART 1, municipally known as 49801 Lyons Line

Chair Giguère advised that the purpose of this Public Hearing is to consider an application for a Minor Variance submitted by David Roe c/o Civic Planning Solutions Inc. (owner James Stannard & Deborah Neill), relating to property at CON 11 PT LOT 11 RP 11R2617;PART 1, municipally known as 49801 Lyons Line.

Chair Giguère requested that Eric Steele of Monteith Brown Planning Consultants (MBPC) provide an overview of the application.

Chair Giguère asked if any comments were received and the Clerk advised there were no comments received that haven't already been discussed.

Chair Giguère asked if any person in attendance wished to make any comments and there were none.

Chair Giguère asked if any Committee members wished to make any comments regarding the application.

No. 23-252

Moved By: Chester Glinski

Seconded By: John H. Wilson

THAT Report No. DS-23-15 entitled "Application No. D13-MV-05-23 of Deborah Neill & James Stannard" and affecting lands described as Part of Lot 11, Concession 11 in the Township of Malahide (49801 Lyons Line) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Application No. D13-MV-05-23 to permit an increase in the maximum floor area of an accessory building used for home occupation in a Rural Residential Zone.

Carried

No. 23-253

Moved By: Scott Lewis

Seconded By: Rick Cerna

THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at 7:42p.m.

Carried

- Public Meeting –Zoning By-law Amendment Application–Applicant/Agent Baribeau Construction London Ltd. (owner Mount Salem Community Church) relating to property CON 3 N PT LOT 21 AND RP;11R7073 PT PART 1, (6576 Springfield Road)

No. 23-254

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the Public Meeting relating to Zoning By-law Amendment Application No. D14-Z06-23 on behalf of Mount Salem Community Church, relating to the property located at Concession 3, North Part of Lot 21, and known municipally as 6576 Springfield Road be called to order at 7:43p.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 May 10th and May 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 the applicant had anything to add and they did not.

Mayor Giguère asked if any Council Members wished to make any comments regarding the application.

No. 23-255**Moved By: Rick Cerna****Seconded By: Scott Lewis**

THAT the Public Meeting relating to Zoning By-law Amendment Application No. D14-Z03-23 on behalf of Mount Salem Community Church, relating to the property located at Concession 3, North Part of Lot 21, and known municipally as 6576 Springfield Road be adjourned at 7:51 p.m.

Carried**No. 23-256****Moved By: John H. Wilson****Seconded By: Mark Widner**

THAT Report No. DS-23-16 entitled “Zoning By-law Amendment Application of Mount Salem Community Church Baribeau Construction London Ltd.” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z06-23 of the Mount Salem Community Church, relating to the property located at Concession 3, North Part of Lot 21, and known municipally as 6576 Springfield Road, BE APPROVED for the reasons set out in this Report.

Carried**REPORTS OF DEPARTMENTS:**Director of Public Works

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda item E– Reports of Departments-Public Works- New Engineers Report-Pritchard Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

Councillor Glinski disclosed a pecuniary interest with respect to Council Agenda item E– Reports of Departments-Public Works- New Engineers Report-Pritchard Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

- New Engineers Report – Pritchard Drain

No. 23-257**Moved By: Sarah Leitch****Seconded By: John H. Wilson**

THAT Report No. PW-23-32 entitled “New Engineers Report – Pritchard Drain” be received;

AND THAT George Vereyken, P. Eng., of Spriet Associates, be appointed to prepare a new Engineer's Report for this petition, pursuant to *Section 78 of the Drainage Act R.S.O. 1990.*

Carried

Deputy Mayor Widner and Councillor Glinski returned to their seat at the Council table.

- Tender Results – GPS Survey Equipment

No. 23-258

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Report No. PW-23-36 entitled "Tender Results – GPS Survey Equipment" be received;

AND THAT the bid received from Horizon Measurements of Oakville, Ontario in the amount of \$32,812.00 (plus applicable taxes), for the purchase of GPS survey equipment, be accepted.

Carried

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

- East Elgin Community Complex Board of Management – Facility Condition Assessment Funding Request

No. 23-259

Moved By: Scott Lewis

Seconded By: Mark Widner

THAT the letter regarding the Facility Condition Assessment EECC Funding be received for information;

AND THAT Township of Malahide Council approves the additional funding up to an amount of \$30,000 in total (\$15,000 from the Township of Malahide and Town of Aylmer respectively) to undertake a Facility Condition Assessment at 531 Talbot Street West.

Carried

CORRESPONDENCE:

No. 23-260

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated May 18, 2023 and May 25, 2023**
- 2. Elgin County – Bill 5 – Stopping Harassment and Abuse by Local Leaders**
- 3. Elgin County – Council Highlights – May 23, 2023**
- 4. Elgin County – Malahide Township request for Guard Rail on Imperial Road, Port Bruce**
- 5. Thames Valley District School Board - Thames Valley District School Board Attendance Review**
- 6. Town of Fort Frances – Resolution in response to the opioid crisis**
- 7. Elgin Area Primary Water Supply System – June 1, 2023 Agenda & Meeting Package**

Carried

OTHER BUSINESS:

Deputy Mayor Widner made comment of the amendments that are planned for Bill 97 from the original legislation proposal.

Mayor Giguère provided the details of the upcoming Strategic Planning kickoff which is an online/paper survey that is available to Malahide residents from June 7th-28th. This first phase is meant for the community to provide their input and the more input we get, the more confident we will be about the decisions and the priorities that we implement.

Councillor Leitch provided highlights of the Good Roads Conference.

Councillor Wilson referenced the Thames Valley District School Board latest boundary adjustment decisions to keep East Elgin Secondary School status quo.

Councillor Wilson inquired about the vacancy at the concession booth at the MCP and what factors have caused for it not to be operational this season. A follow-up from staff on this matter would be appreciated.

BY-LAWS:**No. 23-261****Moved By: Scott Lewis****Seconded By: Rick Cerna**

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

- (i) By-law No. 23-16 – Giret Rezoning**
- (ii) By-law No. 23-44 – Mount Salem Community Church Rezoning**

Carried**CLOSED:****CONFIRMATORY:****No. 23-262****Moved By: Scott Lewis****Seconded By: John H. Wilson**

THAT By-law No.23-43, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

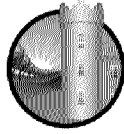
Carried**ADJOURNMENT:****No. 23-263****Moved By: Mark Widner****Seconded By: Chester Glinski**

THAT the Council adjourn its meeting at 8.20p.m. to meet again on June 15, 2023, at 7:30 p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 23-45

Drainage Act, R. S.O. 1990, c. D17
Reg. 300/81, s.1, Form 6

Being a By-law to provide for a drainage works
on the J. L. Ferguson Drain
in the Township of Malahide,
in the County of Elgin

WHEREAS the requisite number of owners have petitioned the Council of the Township of Malahide in the County of Elgin in accordance with the provisions of the Drainage Act, requesting that the following lands and roads may be drained by a drainage works.

Parts of Lots 8 through 11
Concessions 8 and 9
In the Township of Malahide
(geographic South Dorchester)

AND WHEREAS the Council for the Township of Malahide has procured a report made by Spriet Associates and the report is attached hereto and forms part of this by-law.

AND WHEREAS the estimated total cost of constructing the drainage works is \$301,600.00.

AND WHEREAS \$301,600.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$301,600.00 is being assessed in the Township of Malahide in the County of Elgin.

AND WHEREAS the council is of the opinion that the drainage of the area is desirable.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MALAHIDE UNDER THE DRAINAGE ACT ENACTS AS FOLLOWS:

1. The report dated April 17, 2023, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$301,600.00 being the amount necessary for construction of the drainage works.
 - (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
 - (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "J. L. Ferguson Drain".

READ A FIRST AND SECOND TIME THIS 15th day of June, 2023.

Mayor

Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 3rd day of August, 2023.

Mayor

Clerk



Report to Council

REPORT NO.: DS-23-17

DATE: June 15, 2023 (Report submitted June 7 2023)

ATTACHMENT: Application, By-law

SUBJECT: **ZONING BY-LAW AMENDMENT APPLICATION NO. D14-Z09-23 OF ANNE VAN BLYDERVEEN**

LOCATION: Part Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester)

Recommendation:

THAT Report No. DS-23-17 entitled “Zoning By-Law Amendment Application No. D14-Z09-23 of Anne Van Blyderveen” be received;

AND THAT the Zoning By-Law Amendment Application No. D14-Z09-23, relating to the property located in Part Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester) be APPROVED for the reasons set out in this Report.

Background:

This Zoning By-law Amendment (“the application”) is required as a condition of approval for a previous consent for a lot boundary adjustment. The purpose of the lot addition was to convey land from 14508 Putnam to resolve an encroachment, as the lands proposed to be conveyed have been historically used by the owners of the adjacent property to the south (14506 Putnam).

This application relates to the land to be conveyed from Part Lot 3 Concession 8, RP 11R-10226 (Geographic Township of Malahide) known municipally as 14508 Putnam Road, as well as the adjacent property to the south located at 14506 Putnam Road (“subject lands”). The Zoning By-law Amendment proposes to rezone the lands to be conveyed from ‘Small Let Agriculture (A4)’ to ‘Rural Residential – Site Specific (RR-6)’ and rezone the receiving lands from ‘Rural Residential (RR)’ to ‘Rural Residential – Site Specific (RR-6)’. The application proposes a site-specific provision to permit a reduced lot area of 1,857 m² where the By-law requires a minimum lot area of 2,000 m².

Comments/Analysis:

The subject lands comprise an area of approximately 1,857 m² (0.45 acres), with approximately 30.4 metres of frontage along Putnam Road, and depth of approximately 60.9 metres contain a single detached dwelling. The lands were subject to a previous Consent application E77-22 to permit the conveyance of a portion of 14508 Putnam Road to the adjacent lands to the south (14506 Putnam Road).

The lands to be conveyed are zoned 'Small Lot Agriculture (A4)' and the receiving lands are zoned 'Rural Residential (RR)'. As a result, once the lot addition takes place, the resulting enlarged parcel would have two separate zones. Additionally, the receiving lands (an existing undersized lot) would not meet the minimum lot area requirements of the Zoning By-law after the lot addition takes place. As such, a Zoning By-law Amendment was included as a condition of the consent approval to address these matters.

County of Elgin Official Plan

The subject property is designated 'Agricultural Area' on Schedule 'A', Land Use Plan. Boundary adjustments are permitted in accordance with Section E1.2.3.2 of the Plan, provided that no new lot is created and the viability of the agricultural parcels are not affected. The proposed zoning amendment would not result in the creation of a new parcel or allow further development and would not impact the viability of surrounding agricultural lands.

Malahide Official Plan

The subject property is designated 'Agriculture', on Schedule 'A'; - Land Use Plan. Lot adjustments, lot additions and minor boundary changes are permitted in any land use designation in accordance with Section 8.7.1.7, provided they comply with the applicable requirements of the Official Plan and the Zoning By-law. The proposed Zoning Amendment is to satisfy a condition of an approved lot boundary adjustment where no new lot is proposed to be created. The application also includes site-specific provisions to permit a reduced lot area. It is noted that the receiving lands are comprised of an existing undersized lot and the proposed Zoning By-law Amendment would bring the property at 14506 Putnam Road closer to the minimum lot size permissible in the Township of Malahide Zoning By-Law No. 2018-22.

Malahide Zoning By-law No. 18-22

The subject lands are zoned 'Rural Residential (RR)' and 'Small Lot Agricultural (A4)' on Schedule 'A', Map No. 8 to the Township of Malahide Zoning By-law No. 18-22. On lots that have more than one zone, Section 3.5 of the Zoning By-law treats the zone boundaries as a lot boundary. Additionally, once the lot addition takes place, the subject lands will have an area of 1,857.6 m² (0.45 acres), which would not meet the minimum lot area requirement of 2000 m² for the Rural Residential zone. The application proposes to include a site-specific provision that would permit a reduced lot area of 1,857 m² where the By-law requires a minimum lot area of 2,000 m².

The purpose of the minimum lot area requirements is to ensure that there is sufficient area to accommodate a dwelling and private servicing on a lot. It is noted that the receiving lands are comprised of an existing undersized lot and the proposed Zoning

By-law Amendment would permit a lot area that is in greater compliance with the Zoning By-law.

The lands proposed to be retained (14508 Putnam) would satisfy the minimum lot area and lot frontage requirements of the A4 zone.

General Comments

Development Services Staff have considered the merits of the subject application against applicable Provincial and Official Plan policies and recommends that Council support the Application. Development Services Staff have also considered comments provided (if any) by other internal departments.

The following comments have been received:

- Catfish Creek Conservation (CCCA) has provided comments on May 29, 2023. CCCA has no concerns with the application.

As of the date of writing there have been no comments received from the surrounding property owners.

Financial Implications to Budget:

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

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that supports the "Our Land" Strategic Pillar is "Protect and Enhance Malahide's Agricultural Character". The proposed application would not impact surrounding agricultural lands, and therefore, the Council is achieving this goal.

Submitted by:	Reviewed by:
Eric Steele, BES Monteith Brown Planning Consultants, <u>Consulting Planner for the Township</u>	Jay McGuffin, MCIP, RPP Monteith Brown Planning Consultants

Approved by:
Adam Betteridge, Chief Administrative Officer

APPLICATION FOR AMENDMENT TO THE ZONING BY-LAW OF THE TOWNSHIP OF MALAHIDE

Note: This application must be filed in duplicate with the Clerk of the Township of Malahide.

To: The Clerk of the Township of Malahide

I HEREBY SUBMIT THIS application to amend the **Zoning By-law** of the Township of Malahide with respect to the lands herein described. This Application is accompanied by a deposit payment in the amount of **\$4000.00**.

I, the Applicant, acknowledges that if a Local Planning Appeal Tribunal Hearing is required, an additional deposit of **\$10,000.00** will be submitted to the Township of Malahide prior to the Township sending the notice to the Local Appeal Tribunal. The actual expenses related to the Local Appeal Tribunal hearing shall be calculated and 50% of the costs will be deducted from the said deposit. Any balance remaining will be refunded.

I, the Applicant, shall assume responsibility for any additional costs exceeding the deposited amounts related to the said application and the Local Appeal Tribunal hearing and understand and agree that for payment of said additional costs shall be a condition of this signed application. I also agree to accept all costs as rendered.

Antoinette Van Blyderveen
Applicant

Toby Lovell
Applicant

FOR OFFICE USE ONLY

DATE RECEIVED:	AMOUNT RECEIVED:
FILE NO:	DATE ADOPTED BY COUNCIL:

ASSOCIATED PLANNING COSTS

The Application fee paid is a **deposit** towards the actual costs which shall be incurred by the Township during the review and approval process.

The Applicant will be billed for the difference between the actual costs incurred and the deposit. If the deposit exceeds the actual cost, a refund will be made.

There is **no guarantee** that any application considered will be approved. An Applicant can spend his (her) money for the planning review process and still not be able to do what they desire.

Basic steps are established in the Planning Act and associated regulations. They include: a notice, review, consultation, public meeting, and Council decision. Major amendments will be subject to a more demanding and complex planning review process which will be reflected in the final costs paid.

Fees shall be based on municipal staff time, consultant fees (planners) and associated costs and disbursements needed to carry out the review of the planning application. **Basically, all costs from the conception of the application up to the decision of Council including posting notification are at the expense of the Applicant. If you wish to discontinue, you must notify the Township in writing and you will be responsible for all costs to that time and any costs to terminate the process you have set in motion.**

Example – 2005 Costs

Municipal Staff billed out at following rates (subject to change)

CAO/Clerk: \$ 58.99 per hour

Assistant Clerk: \$ 36.38 per hour

Other: Disbursements including advertising, fax, photocopies, postage, prints, mileage, delivery service, telephone calls, etc.

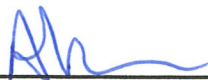
Consultant fees billed out at following rates (Subject to change)

Senior Planner: \$147.00 per hour

Secretary: \$63.00 per hour

Other: Disbursements including advertising, fax, photocopies, postage, telephone calls, delivery service, prints, mileage, special reports, etc.

FURTHER to my signed Affidavit, I acknowledge that there are associated costs for this application and agree to accept the Planners bills as rendered. All accounts are due when rendered. All overdue amounts are subject to penalty of 18% per annum.



Registered Owner/Authorized Agent

LETTER OF AUTHORIZATION

April 24, 2023

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

Attention: Development Services

Re: Application for Zoning Amendment
Antoinette Van Blyderveen - 14506 Putnam Road

I am the registered owner of the lands which are subject of the above described application. Please consider this correspondence as my authorization for James Battin to act on my behalf on all matters with respect to the accompanying application as well as any related planning applications.

Yours Truly,



Antoinette Van Blyderveen

Township of Malahide
Application for Rezoning

1. **Registered Owner's Name:**

Michael Brown & Julianne Cranheimer-Brown
Address: 14508 Putnam Road, Springfield, ON, N0L 2J0

Phone No. _____ Business: _____
(Home): _____

Fax: _____ Email: _____

Lot and Concession (if applicable): Part Lot 3, Concession 8

Are there any other holders of mortgages, charges or other encumbrances of the Subject Lands? If so provide the names and addresses of such persons.

Yes, Meridian Credit Union. Will be discharged prior to transferring under application E77-22

2. **Applicant / Authorized Agent:**

Antoinette Van Blyderveen
Address: 14506 Putnam Road, Springfield, ON N0L 2J0
Telephone No.: 519-535-7693 Fax: _____

Please specify to whom all communications should be sent:

Registered Owner () Applicant / Authorized Agent (X)

3. **Legal Description of the land for which the amendment is requested:**

Concession: 8 Lot: Part Lot 3
Reference Plan No: 11R-11007 Part Lot: 3
Street and Municipal Address No.: 14506 Putnam Road

What is the size of property which is subject to this Application?

Area: 464.515 m Frontage: 30.48 m Depth: 15.24 m

When were the subject lands acquired by the current owner? 2023

4. **Existing Official Plan Designation:**

Agriculture

How does the application conform to the Official Plan?

Section 8.7.1.7 - lot adjustment, lot addition, minor boundary changes are permitted in any land use designation in accordance with this Section.

5. Existing Zoning By-law Classification:

Small Lot A4

What are the current uses of the subject lands?

Residential

If known, provide the length of time these uses have continued on this property.

20+ years

If there are any existing buildings or structures on the subject lands provide the following information:

N/A

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions

If known, provide the dates in which each of these buildings were constructed.

N/A

6. What is the Nature and Extent of the Rezoning?

Rezone from Agriculture to Rural Residential - solely of lands in application E77-22. Remainder lands in E77-22 to remain agriculture.

7. Why is the rezoning being requested?

Purchased small portion of land on back property
which is classified A4 and our property
is classified RR.

8. Does the proposed Zoning By-law amendment implement a growth boundary adjustment of a settlement area?

No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

9. Does the proposed amendment remove land from an area of employment?

No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

10. Description of proposed development for which this amendment is requested (i.e. permitted uses, buildings or structures to be erected. (Be Specific)

No new development

For any proposed buildings or structures on the subject lands provide the following information:

N/A

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

11. Services existing or proposed for the subject lands: Please indicate with a ✓

None

Water Supply

Existing

Proposed

Municipal Piped Water Supply	()	()
Private Drilled Well	()	()
Private Dug Well	()	()
Communal Well	()	()
Lake or other Surface Water Body	()	()
Other	()	()

Sewage Disposal	Existing	Proposed
Municipal Sanitary Sewers	()	()
Individual Septic System	()	()
Communal System	()	()
Privy	()	()
Other	()	()

Note: If the proposed development is on a private or communal system and generate more than 4500 litres of effluent per day, the applicant must include a servicing options report and a hydrogeological report.

Are these reports attached?

N/A

If not, where can they be found?

N/A

Storm Drainage

Provisions:

N/A

Proposed Outlet:

N/A

12. How will the property be accessed?

Provincial Highway () County Road () Municipal Road – maintained all year (X)

Municipal Road – seasonally maintained () Right-of-way () Water ()

If access is by water, do the parking and docking facilities exist, and what is the nearest public road?

N/A

13. Has the subject land ever been the subject of an application under the Planning Act for:

Plan of Subdivision () Consent ()

Zoning By-law Amendment () Ministers Zoning Order ()

If yes to any of the above, indicate the file number and status of the application.

Application # E2617

James Crane, Surplus Dwelling 2017

14. How is the proposed amendment consistent with the Provincial Policy Statement 2005?

Consolidation

15. Are the subject lands within area designated under any Provincial Plan(s)? If the answer is yes, does the proposed amendment conform to the Provincial Plan(s)?

No

17. The Owner is required to attach the following information with the application and it will form part of the application. Applications will not be accepted without the following.

(a) A sketch based on an Ontario Land Surveyor description of the subject lands showing

- the boundaries and dimension of the subject lands;
 - the location, size and type of all existing and proposed buildings and structures, indicating their setbacks from all lot lines, the location of driveways, parking or loading spaces, landscaping areas, planting strips, and other uses;
-

- the approximate location of all natural and artificial features (buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that are on the subject lands, adjacent to the subject lands, or in the opinion of the applicant may affect the application;
- the current uses of the land that is adjacent to the subject land;
- the location, width, and name of any roads within or abutting the subject land, indicating where it is an unopened road allowance, a public traveled road, a private road, or a right-of-way;
- the location of the parking and docking facilities to be used (if access will be by water only);
- the location and nature of any easement affecting the subject land.

- (b) Written comments from the Elgin St. Thomas Health Unit, Long Point Region Conservation Authority and Ministry of Transportation (if applicable).
- (c) If a private sewage system is necessary, pre-consultation with the Chief Building Official is required about the approval process

18. If this application is signed by an agent or solicitor on behalf of an applicant(s), the owner's written authorization must accompany the application. If the applicant is a corporation acting without an agent or solicitor the application must be signed by an officer of the corporation and the seal if any must be affixed.

19. Additional Information as required by Council

20. If this application is to accommodate the consent of a surplus farm dwelling, please provide the following information:

Date surplus farm dwelling was erected:

N/A

Please provide the assessment roll number, location, and zoning of the farm parcel with which the subject lands is being consolidated.

N/A

Municipal Freedom of Information Declaration

In accordance with the provisions of the Planning Act, it is the policy of the Township Planning Department to provide public access to all development applications and supporting documentation.

Personal information contained on this form is collected pursuant to the Planning Act, R.S.O. 1990, O.Reg 200/96 as amended and will be used for the purpose of determining permission for re-zoning. The personal information collected will be maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

In submitting this development application and supporting documentation, I Antoinette Van Blyderveen

the owner/authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the Township of Malahide to post a Change of Use sign and municipal staff to have access to the subject site for purposes of evaluation of the subject application.

Ant
Signature

24 April 2023
Day Month Year

I/We, Michael Brown & Julianne Brown, of the Township of Malahide
Name Town/Township/City/Village etc.
of Malahide, in the county Elgin, do solemnly declare:
Municipality Name County Name

- (i) that I / We am / are the owner(s) of the lands described above
- (ii) that to the best of my / our knowledge and belief, all of the information and statements given in this application and in all exhibits transmitted are true.
- (iii) that I / we hereby appoint Antoinette VanBlyderven to act as an Agent on my/our behalf in all aspects of this application.

And I / We make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act".

DECLARED BEFORE ME at the:

Town of Aylmer Owner / Agent

in the County/Region Elgin this 2nd

day of May 20 23.

Owner / Agent

[Signature]

A Commissioner, etc.

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 23-47**

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

**Michael Brown/Antoinette Van Blyderveen
14508 Putnam 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 Lot 3, Concession 8, RP 11R-10226 (Geographic Township of South Dorchester), in the Township of Malahide, shall remain in the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 and shall be subject to the added provisions of Section 6.7 of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "RR-6" on Key Map 8 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 6.7 RURAL RESIDENTIAL (RR) ZONE – 'SITE-SPECIFIC' ZONES, by adding the following new subsection.

"6.7.6 a) Defined Area

RR-6 as shown on Schedule 'A', Map No. 8.

b) Minimum Lot Area 1,857 m²

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,

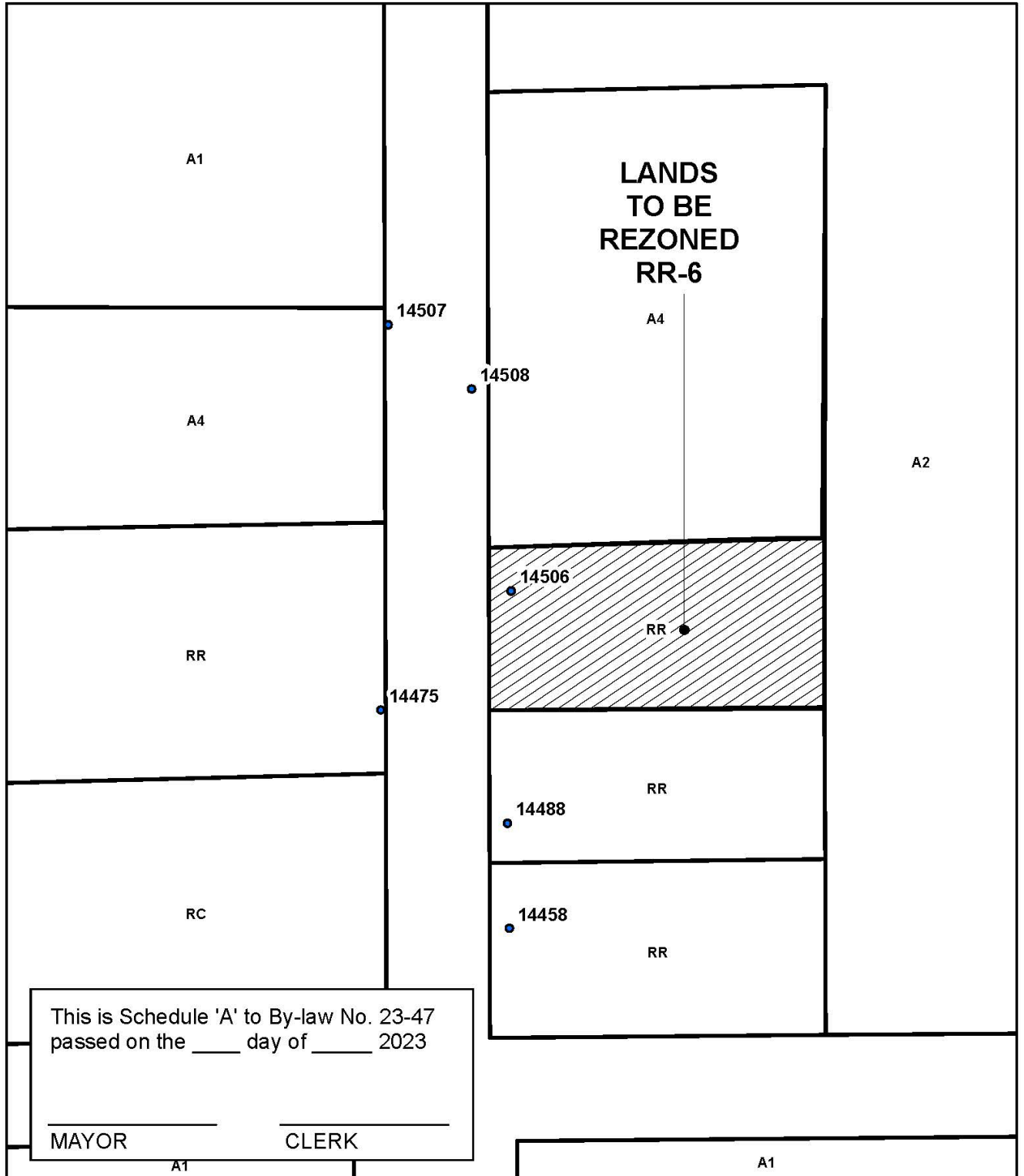
- b) Where notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the approval of the Ontario Land Tribunal.

READ a **FIRST** and **SECOND** time this 15th day of June, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of June, 2023.

Mayor – D. Giguère

Clerk – A. Adams





Report to Council

REPORT NO.: DS-23-18

DATE: June 15, 2023

ATTACHMENT: Application, By-law, Site Plan, Recommended Conditions

SUBJECT: **APPLICATIONS FOR OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS, AND CONSENT TO SEVER OF PH ENGINEERING SOLUTIONS INC. C/O MOE HAJARA**

(AUTHORIZED AGENT: Nick Dyjach c/o Strik, Baldinelli, Moniz)

LOCATION: South Part of Lot 21, Concession 3 (50896 & 50942 Vienna Line)

Recommendation:

THAT Report No. DS-23-18 entitled “Applications for Official Plan and Zoning By-law Amendments, and Consent to Sever of PH Engineering Solutions Inc. c/o Moe Hajara” be received;

AND THAT the Official Plan Amendment Application No. D09-OPA02-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the property located at South Part of Lot 21, Concession 3, and known municipally as 50896 & 50942 Vienna Line, BE ADOPTED for the reasons set out in this Report;

AND THAT Zoning By-law Amendment Application No. D14-Z04-23 of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the previously-noted property BE APPROVED for the reasons set out in this Report;

AND THAT Council withholds the passing of the By-law until such time that a Notice of Decision from the County of Elgin approving the associated Official Plan Amendment has been received to the satisfaction of the Township of Malahide;

AND THAT the Application for Consent to Sever of PH Engineering Solutions Inc. c/o Moe Hajara, relating to the previously-noted property 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.

Background:

The Applications for an Official Plan Amendment and Zoning By-law Amendment relate to the properties located at Lot 21, Concession 3 South, and known municipally as 50896 & 50942 Vienna Line, while the associated Consent Application relates only to the property located at 50942 Vienna Line.

The Applications have been submitted by SBM Consulting, on behalf of PH Engineering Solutions Inc. (c/o Moe Hajara), to facilitate the expansion of the existing automation and robotics integration office use located at 50896 Vienna Line onto the abutting lands to the east. The Consent application proposes a lot boundary adjustment to convey approximately 2,945 m² of land from the agricultural parcel (50942 Vienna Line) to 50896 Vienna Line to provide land to construct a 945 m² building, as well as resolve an encroachment of an existing septic system that is partially located on the farm parcel.

The Official Plan Amendment proposes to re-designate 50896 Vienna Line and the land proposed to be conveyed from 'Agriculture' to 'Special Policy Area 14' to permit the expansion of the existing use. The Zoning By-law Amendment proposes to rezone the lands to be conveyed from 'General Agriculture (A1)' to 'Rural Commercial – Site Specific – Holding (RC-16-H5)' to extend the site-specific zoning on the receiving lands (50896 Vienna Line) to permit the expansion of the automation and robotics integration office use.

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 farm parcel located at 50942 Vienna Line is approximately 30.6 hectares in size with approximately 345.3 metres of frontage on Vienna Line and approximately 696.8 metres of frontage along Springfield Road. The lands are currently used agricultural crop production and contain several grain elevators clustered at the south end of the property. Based on the information provided within the application, PH Engineering Solutions Inc. is a local controls system design company that provides automation solutions to commercial, agricultural and industrial companies, specializing in advanced technology and robotics integration. The owner is proposing to expand the existing business by purchasing 2,945 m² of land from the adjacent farm parcel and constructing a new 945 m² building. Additionally, the proposed lot addition would also resolve an encroachment of the existing septic system for the existing rural commercial business that is partially located on the adjacent farm parcel.

The retained farm lands are approximately 30.3 hectares in area and have approximately 299.5 metres of frontage along Vienna Line and 696.8 metres of frontage on Springfield Road. The lands would continue to be used for agricultural purposes.

The lands proposed to be severed and conveyed have an area of approximately 2,945 m² and have approximately 45.8 metres of frontage along Vienna Line. The lands are currently vacant and used for field crop production.

If the consent is approved, the enlarged lot at 50896 Vienna Line would have an area of approximately 6,675.2 m² and have approximately 104.6 metres of frontage along Vienna Line and 64.3 metres of frontage along Springfield Road.

Provincial Policy Statement (PPS)

Section 2.3.6 of the PPS permits non-agricultural uses in prime agricultural areas for limited non-residential uses, subject to certain criteria. This includes the land does not comprise a specialty crop area; the proposed use complies with minimum distance separate (MDS) formulae; there is an identified need for land to accommodate the proposed use; and there are no reasonable alternative locations which avoid prime agricultural areas or agricultural areas with lower priority agricultural lands.

The subject lands are not located in a specialty crop area and there are no major livestock operations identified in the vicinity of the subject lands. In 2022, Official Plan Amendment 20 was approved which included the addition of 'Industrial' designated lands intended to accommodate future industrial development within the Township. While new industrial development would typically be directed to the settlement area it is noted that the lands where industrial land uses were recently added to the settlement area generally consist of large parcels that have not yet been subdivided and are currently zoned for agricultural uses, which would not be able to accommodate immediate industrial development and would require the abandonment and sale of the current facility and reconstruction of those already existing and improved facilities at a new location.

The subject lands are assigned a Class 3 rating in the Canada Land Inventory (Agricultural Information Atlas, OMAFRA) and are considered to be situated within a 'Prime Agricultural Area'. It is noted that a majority of lands within the Township of Malahide are considered to be Class 1, 2, and 3 soils and as a result, there would be few alternatives for lower priority agricultural lands. The proposed boundary adjustment would represent a minimal amount of land removed from production of 0.29 ha or less than 1% of the farm parcel. The PPS permits lot adjustments in prime agricultural areas for legal or technical reasons (s. 2.3.4.2). The proposed lot boundary adjustment would also resolve an encroachment of the septic system that services the existing rural commercial business on the neighbouring lands.

County of Elgin Official Plan

The subject property is designated "Agriculture Area" on Schedule 'A', Land Use Plan. In addition to the above, the subject property is identified as having frontage along a "Local, County Collector" on Schedule 'B', "Transportation Plan".

Section C2.9 of the County Official Plan permits non-agricultural uses within agricultural areas subject to certain criteria including there is need for the proposed use within the planning horizon; the lands do not comprise a specialty crop area; there are no reasonable alternative locations which avoid prime agricultural areas or agricultural

areas with lower priority agricultural lands; the proposed use complies with minimum distance separate formulae; the proposed use will not impact the expansion of urban settlement areas; and any impacts on surrounding lands are mitigated to the extent feasible.

The subject lands do not comprise a specialty crop area and there are no major livestock operations identified in the vicinity of the subject lands. Alternative locations outside of settlement areas and for lower priority agricultural lands have been considered and no suitable locations have been identified recognizing the existing industrial use and zoning on the subject lands. The proposed use is not in close proximity to a settlement area and would not impact any expansion to an urban area.

The proposed lot boundary adjustment is intended to sever only 0.3 ha of agricultural land to be removed from production, with the retained 30.3 ha would be sufficient to support the ongoing agricultural operation. The adjustment would facilitate the expansion of an existing commercial use and would rectify an existing encroachment on the current septic tile bed.

Malahide Official Plan

The subject property is designated “Agriculture” on Schedule ‘A1’ (Land Use Plan) and “Hazard Lands” on Schedule ‘A2’ (Constraints Plan). Sections 2.1.2.4 and 3.4.4.5 of the Official Plan allow for new or altered non-agricultural uses within prime agricultural areas subject to criteria similar to the PPS and the County Official Plan, including that the lands do not comprise a specialty crop area; there being no appreciable loss of prime agricultural lands; there are no reasonable alternative locations which avoid prime agricultural areas or agricultural areas with lower priority agricultural lands; the proposed use complies with MDS setbacks; non-agricultural uses employ the skills of the local labour force; and the proposed use is adequately buffered from surrounding land uses so that there are no adverse effects due to noise, vibration, odours, smoke, or dust.

As previously identified, the subject lands do not comprise a specialty crop area, no lands are proposed to be removed from active agricultural production, the subject lands are already predominantly zoned to permit a rural commercial use, and alternative locations outside of settlement areas and for lower priority agricultural lands have been considered and no suitable locations have been identified. The proposed use complies with MDS Implementation Guidelines and the business would employ local skilled workers.

The nearest single detached dwellings are located approximately 300 m to the west, 250 m to the south and 350 m east of the existing rural commercial building that presently operates within the former municipal fire hall. All commercial operations occur indoors and there is no outdoor storage or manufacturing proposed on site. It is noted that the rural commercial use has been in operation for several years and no negative impacts have been identified from its operation. It is also noted that the adjacent parcel contains a grain elevator which would be more inclined to produce fugitive emissions. A Holding zone is proposed to be applied to the subject lands which would require a site plan agreement to be entered into prior to development taking place.

The Official Plan permits minor lot boundary adjustments for legal or technical reasons. The adjustment would address an existing encroachment of the current septic tile bed. Additionally, a minimal amount of land is proposed to be removed from agricultural production and is not anticipated to have any appreciable impact on the existing farm parcel that would continue to be used for agricultural purposes.

Malahide Zoning By-law No. 18-22

The subject property is within the “General Agricultural (A1) Zone” on Key Map 83 of Schedule “A” to the Township’s Zoning By-law No. 18-22. The Zoning By-law Amendment proposes to rezone the subject lands to apply the RC-16 zone to permit the expansion of the existing business. The RC-16 zone would also be amended to permit a reduced local road setback of 17.3 metres where the By-law requires a setback of 28 metres. No concerns have been raised from public works staff regarding the proposed reduction. A Holding provision is also proposed that would require Site Plan Approval to be obtained before development can proceed on the subject lands.

Public/Agency Comments Received

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:

- Catfish Creek Conservation Authority (CCCA) has provided comments on May 29, 2023 and has no concerns with the proposed applications.
- There have been no comments received from the general public as of the date of writing this report.

Financial Implications to Budget:

The full cost of the consent and applications are at the expense of the Applicant and have no implications to the Township’s Operating Budget.

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the “Our Land” Strategic Pillar is “Protect & Enhance Malahide’s Agricultural Character”. By respecting the agricultural land base through the land use planning process, the Council is achieving this goal.

One of the goals that support the “Our Economy” Strategic Pillar is “Promoting Business Retention & Expansion”. By permitting the expansion of an existing rural commercial use where there are no anticipated impacts on the surrounding agricultural lands, the Council is achieving this goal.

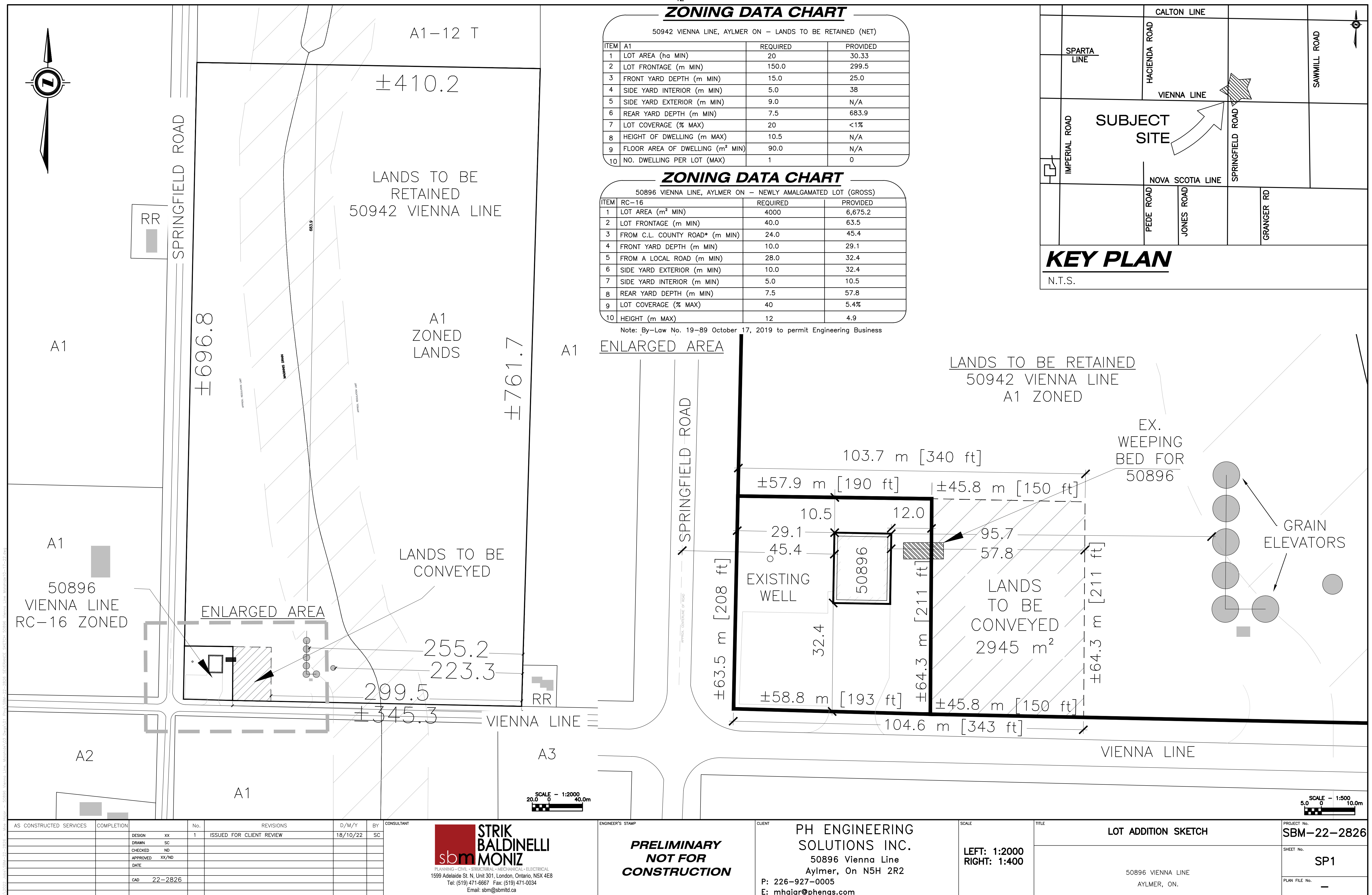
Submitted by:	Reviewed by:

Submitted by:	Reviewed by:
Eric Steele, BES Monteith Brown Planning Consultants, <u>Consulting Planner for the Township</u>	Jay McGuffin, MCIP, RPP Monteith Brown Planning Consultants

Approved by:
Adam Betteridge, Chief Administrative Officer

ZONING DATA CHART

Note: By-Law No. 19-89 October 17, 2019 to permit Engineering Business





PLANNING JUSTIFICATION REPORT

50896 & 50942 VIENNA LINE

MALAHIDE, ELGIN COUNTY

PROPOSED OFFICIAL PLAN AMENDMENT, ZONING BY-LAW AMENDMENT AND
CONSENT APPLICATIONS FOR THE PURPOSE OF A BOUNDARY ADJUSTMENT

Prepared for:
PH Engineering Solutions Inc.
50896 Vienna Line
Aylmer, ON, N5H 2R2

SBM-22-2826

Prepared by:
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March 2023





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SBM-22-2826

Township of Malahide
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Attn: Chloe Cernanec, Development Services Technician/Assistant Planner

RE: Planning Justification Report – 50942 Vienna Line, Aylmer

Strik, Baldinelli, Moniz Ltd. has been retained by PH Engineering Solution Inc., the owner of 50896 Vienna Line to prepare and submit an Official Plan Amendment, Zoning By-law Amendment, and Consent applications for the properties municipally known as 50896 and 50942 Vienna Line, Malahide, Elgin County. The intent of these applications is to convey the proposed severed lands from 50942 Vienna Line to benefit 50896 Vienna Line owned by PH Engineering Solutions. The proposed application would permit the existing business to expand its operations, construct a new 10, 000 ft² building, and continue operating within the former municipal fire hall building.

This report provides a review and analysis of the applicable relevant policies in support of the proposed Official Plan Amendment, Zoning by-law Amendment and Consent applications. The Zoning By-Law Amendment and Official Plan Amendment Application will be submitted to the Township of Malahide and the Consent Application will be submitted to Elgin County, as required. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

Strik, Baldinelli, Moniz Ltd.

Planning • Civil • Structural • Mechanical • Electrical

Nick Dyjach, MCIP, RPP, CPT
 Associate, Planning Division Manager

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The Planning Act
Provincial Policy Statement, 2020
County of Elgin Official Plan, consolidated Feb. 2015
Township of Malahide Official Plan, consolidated Jan. 2023
Township of Malahide Zoning Bylaw, No. 18-22

1 INTRODUCTION

The purpose of this Planning Justification Report is to evaluate proposed Official Plan Amendment, Zoning By-Law Amendment, and Consent to Sever applications within the context of existing land use policies and regulations, including the Planning Act, Provincial Policy Statement, County of Elgin Official Plan, the Malahide Official Plan, and the Malahide Zoning By-law. This report demonstrates that the applications are in keeping with Provincial, County and Municipal land use planning policies, are compatible with neighbouring land uses, and appropriate for the intended use.

2 SITE DESCRIPTION

The lands owned by PH Engineering Solutions Inc. are located at the northeast corner of Vienna Line and Springfield Road intersection and municipally addressed 50896 Vienna Line (**Figure 1**). Purchased in 2018, this parcel of land was previously owned by the Municipality and was the former home of Malahide Fire Station #1 of Mount Salem (**Figure 2**). In 2019, a rezoning application was submitted by the applicant to permit the engineering business under the RC-16 Zone (By-Law 19-89) that is presently applied to the site. The former fire station building underwent +\$100K of extensive internal and external renovations to meet the needs of PH Engineering Solutions Inc, including for instance landscaping improvements, paved parking area and access improvements, and the extension or upgrading of internet and utility services (**Figure 3**).

The locally owned and operated business provides electrical engineering and automation solutions for businesses locally and throughout southwest Ontario, including specialty motors and components for grain elevators and irrigation systems. The engineering firm works with local machinists and manufacturers providing custom components and satisfying a vital niche market within the local business and agricultural sectors.

The corner lot has dual frontages with $\pm 63\text{m}$ along Springfield Road and $\pm 58\text{m}$ along Vienna Road with one vehicle access approximately $\pm 35\text{m}$ east of the intersection. A parking area is located in the southwest portion of the site and provides for 17 parking spaces, including barrier free spaces. The existing building is located north-central to the site with a private water well to the west of the building and a private septic system to the east. A portion of the existing tile bed extends over into the neighbouring farm lands.

The second property involved in the proposed application consists of the larger farmlands, municipally address 50942 Vienna Line, that extends around the business property. The farm has $\pm 345\text{m}$ of frontage along Vienna Line and $\pm 696\text{m}$ of frontage along Springfield Road for a total site area of $\pm 30.62\text{ ha}$ (75.66 ac). The farm is generally flat parcel and bisected from north to south by the Maginnis Drain (**Figure 4**). No residential structure is located on the farm; however, the subject lands contain a private grain elevator operation located east of the PH Engineering business. The elevator operation is comprised of seven (7) grain silos and a small operational building, occupying a small percentage of the entire parcel. While the subject lands possess multiple agricultural access points, the principal entrance for the farmlands and existing business facilities are both from Vienna Line.



Figure 1. Aerial View of Subject Property at 50896 Vienna Line
(Elgin Mapping, Online)



Figure 2. Streetview of 50896 Vienna Line, Former Malahide Fire Station #1, looking north from Vienna Line, 2013
(Google Street View Image Aug 2013)



Figure 3. Streetview of 50896 Vienna Line, looking northeast from Springfield Road, 2021
(Google Street View Image July 2021)



Figure 4. Aerial View of the Farm Property at 50942 Vienna Line
(Elgin Mapping, Online)

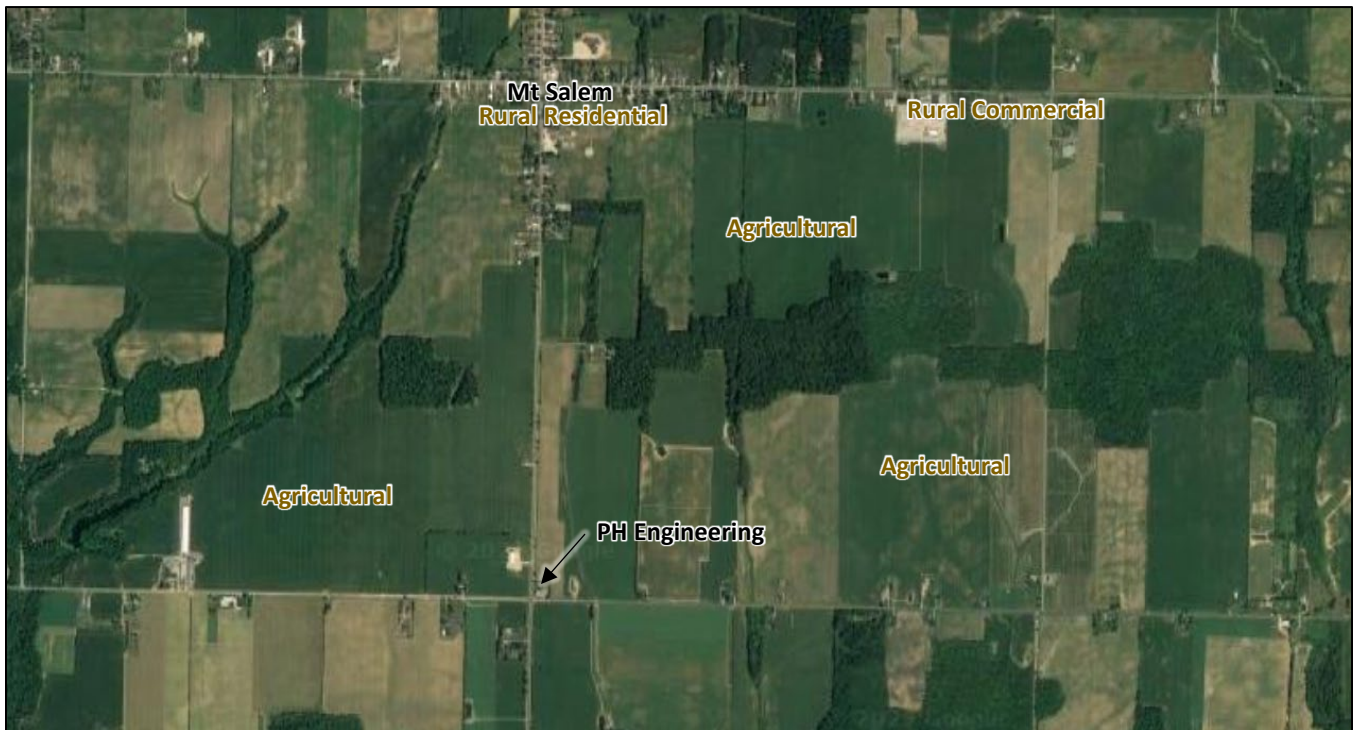


Figure 5. Surrounding Land Use Context
(Image: Google Earth)

3 SURROUNDING CONTEXT

The surrounding lands consists of few rural residential lots and predominantly agricultural lands to produce cash crops and limited orchard crops. The agricultural area of Malahide is interspersed with natural features including drainage corridors and forested/woodland areas. Vienna Road is a municipal public road that is paved to the Site's access; however east of the access to PH Engineering, Vienna Road turns into a gravel rural road. Springfield Road (County Road 40) to the west of the site is a paved two-lane county road with wide gravel shoulders. The hamlet of Mount Salem is located 2km to the north of the site and consists primarily of hamlet residential lots, church and a school. **Figure 5** illustrates the surrounding land uses and general rural context.

4 DEVELOPMENT PROPOSAL

PH Engineering Solutions Inc. is a local controls system design company that provides automation solutions to commercial, agricultural and industrial companies, specializing in advanced technology and robotics integration. Within the agricultural sector, advanced technology is becoming increasingly in demand for “smart farming” to improve efficiencies and to manage larger-scale farming operations. The technological advancement are particularly needed in the crop or livestock production cycle including automatic irrigation, autonomous seeders/harvesters, and drone surveillance. Although not exclusive to agricultural clients, PH Engineering has a wide array of clients that require unique solutions, tailored software, and custom-built motors and robotics that need to be tested before they can be sent to the client.

The OPA and ZBA applications are being made in conjunction with a Consent application for the purpose of completing a boundary adjustment between the two properties – PH Engineering and the adjacent Farm Property. The intent for the boundary adjustment is to create a suitable amount of space to accommodate and to construct a new 10,000 sq. ft. building which will consist of a new test facility to improve the quality control process. Secondary to the business expansion, the boundary adjustment would also rectify the encroachment of the previously installed septic system servicing 50896 Vienna Line (the applicant's property) that currently encroaches onto the farmlands to the east. The private septic system is not contained within the current boundaries of the site and proposed boundary adjustment is, in part, an attempt to correct an existing condition.

Given the construction date of the existing building, an extension of the building is not possible due to current Ontario Building Code requirements and structural loading constraints that would be uneconomical to overcome. The proposed construction of a new testing and demonstration facility would be 930 m² (10,000 sq. ft.) in area and would supplement the business's quality control process. This will allow the business to perform quality control on their assembled mechanical components in a safer environment prior to shipment to clients. The new building would be located to the east of the existing building and the existing septic system (**Figure 7**).

The new detached building would also improve weekly truck access and movements on-site, by allowing the paved asphalt area to be widened and extended to the new building, thus improving safety for passenger vehicles and pedestrians in the parking area.

Arrangements have been made between the two owners of lands (50942 Vienna Line and 50896 Vienna Line), to allow the Applicant to submit the necessary planning applications to sever 0.29 ha of land be severed from the

adjacent farm property at 50942 Vienna Line and conveyed to the benefit of 50896 Vienna Line, to be merged with the small commercial property (**Figure 6**). This boundary adjustment would not create any new lots, but would expand the commercial business property for the reasons mentioned above.

In support of the boundary adjustment, an Official Plan Amendment and Zoning Bylaw Amendment would be required to ensure the development is consistent with the municipal planning framework.

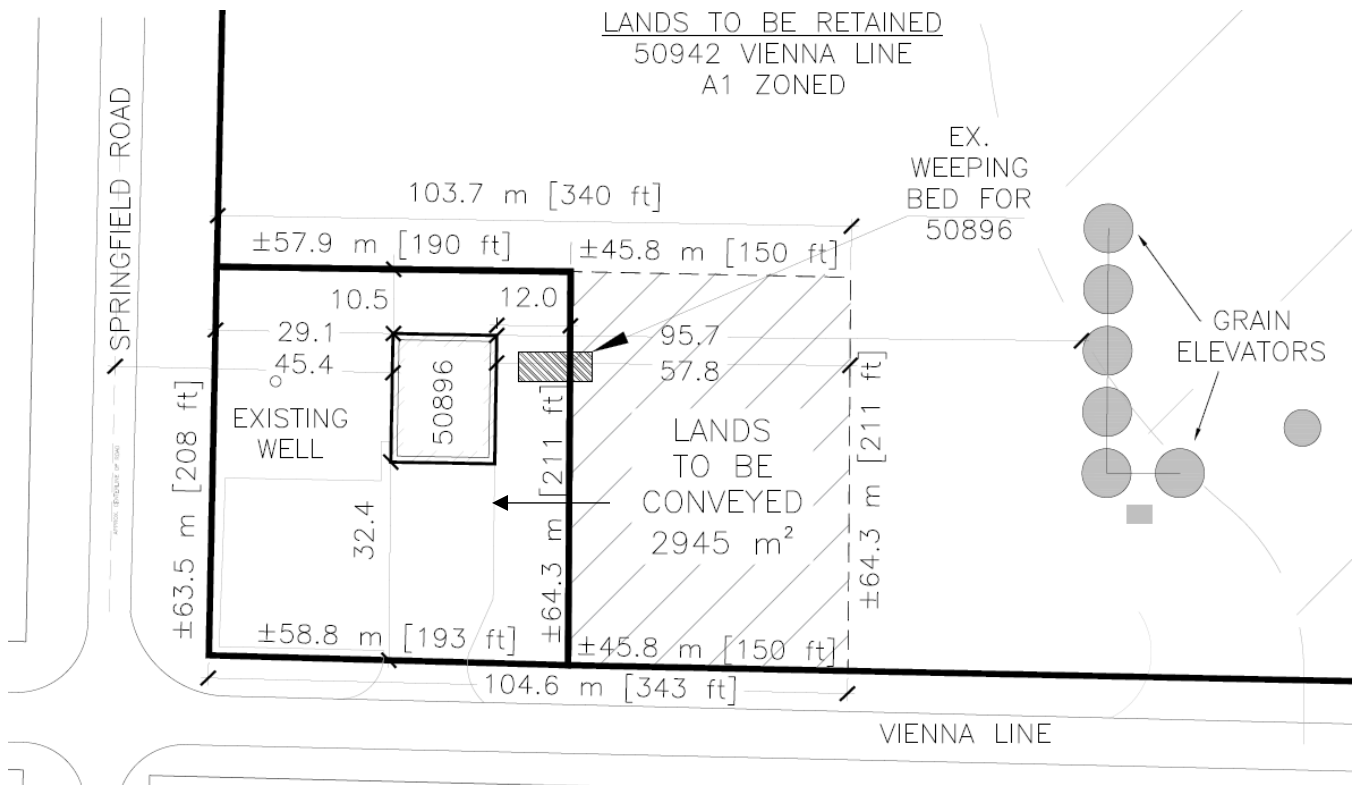


Figure 6. Lands to be Severed and conveyed to benefit property at 50896 Vienna Line

4.1 Proposed Boundary Adjustment

50942 Vienna Line – Retained Lot - The farmland is currently utilized for grain elevator facility and crop production with a gross site area of ± 30 ha (75 ac) and a frontage of ± 345 m along Vienna Line. The proposed boundary adjustment represents a minimal amount of land area to be conveyed from 50942 Vienna Line to 50896 Vienna Line, representing less than 1% of the land area. The 0.29 ha decrease in lot area, represents a negligible impact on the overall functionality of the agricultural operation (**Figure 6**).

50896 Vienna Line – Benefitting Lot – The existing lot is located at the intersection of Vienna Line and Springfield Road and has a frontage of 58 m (193 ft) along Vienna Line, a secondary frontage along Springfield Road of 63 m (208 ft) with a site area of 0.37 ha (0.92 ac). With the boundary adjustment and land conveyed to 50896 Vienna Line, the result would create a total lot area of 0.67 ha (1.65 ac) and an increased frontage of 104 m (343 ft) along Vienna Line (**Figure 7**).

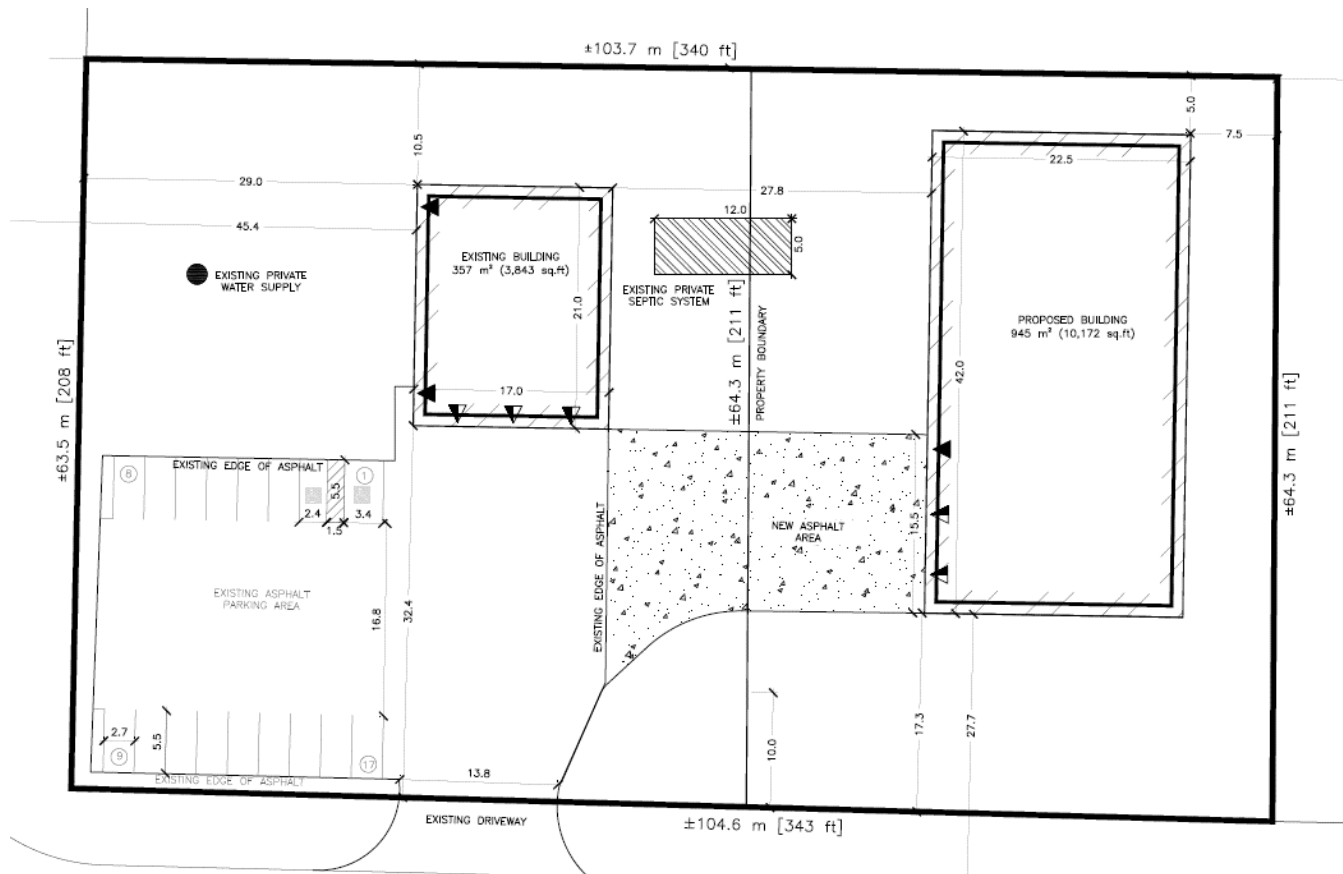


Figure 7. Conceptual Site Plan Layout

5 PROPOSED OFFICIAL PLAN AMENDMENT

The Subject Lands are currently designated for Agricultural uses, as illustrated in Schedule A of the Elgin County Official Plan and Schedule A.1 of the Township of Malahide Official Plan (**Figure 8**). An Official Plan Amendment application is needed to amend the Malahide OP from 'Agriculture' to 'Specific Policy Area' to recognize and permit the expansion of an established rural commercial use (PH Engineering Solutions Inc.) and the construction of a new building on the abutting lands proposed to be added to the lot through a boundary adjustment. The OP text amendment is proposed as follows:

3.8.## Specific Policy Area No.

The lands situated on the north side of Vienna Line, east of Springfield Road (Elgin County Road 40), in Part 1 of Registered Plan 11R-10194, in the geographic Township of Malahide, and designated "Specific Policy Area" on Schedule 'A', may be used, developed and zoned for rural commercial business purposes. A consent may be granted to permit the enlargement of lands occupied by PH Engineering Solutions Inc. where no new lot is created. The parcel so designated will be subject to an amendment to the Township's Zoning By-law and the holding ("H") symbol applied with its removal contingent upon a site plan agreement being entered into. The owner shall be responsible for ensuring that all

studies deemed necessary to identify and mitigate any impacts arising from the commercial expansion are provided to the satisfaction of the Township.

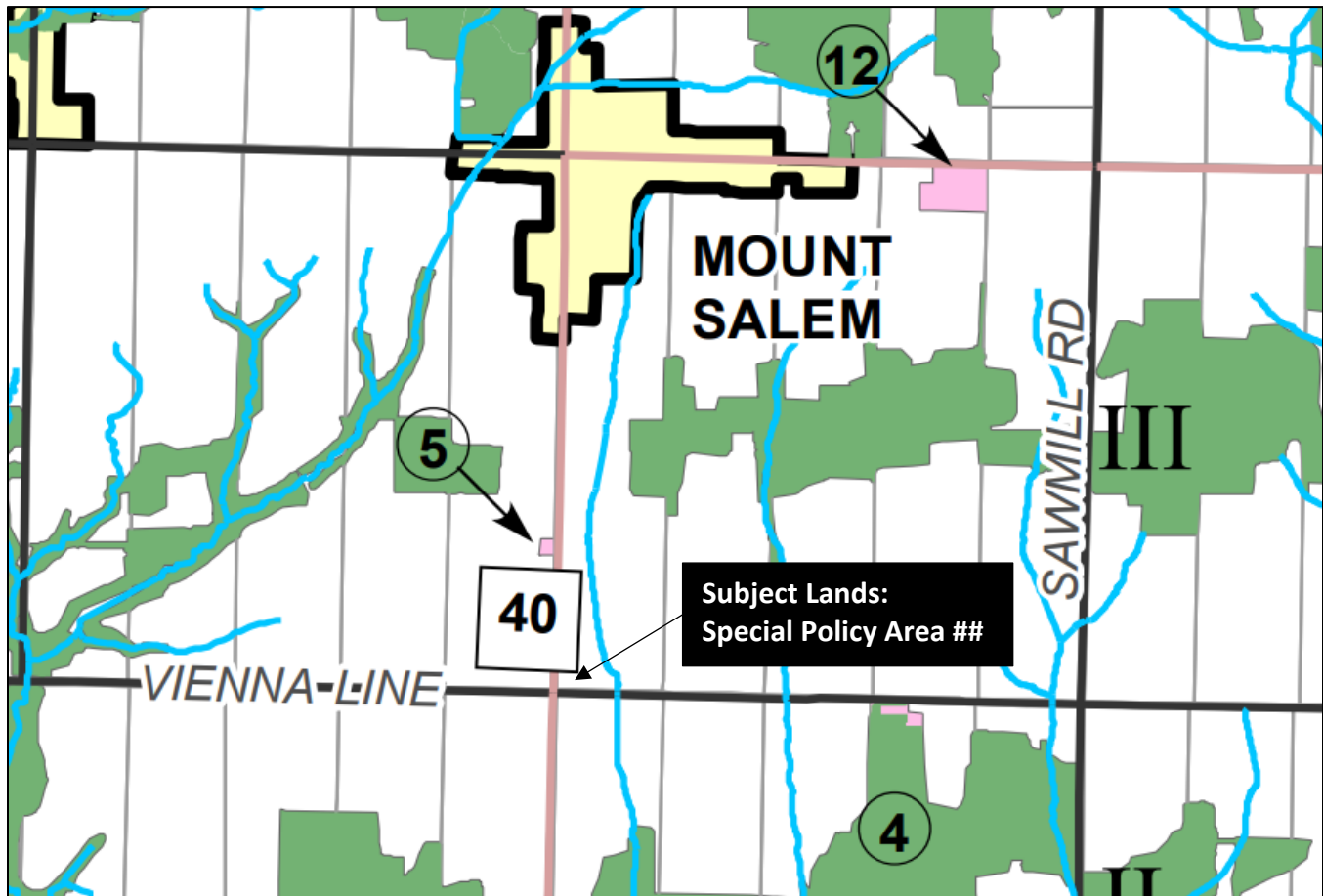


Figure 8. Township of Malahide Official Plan, Schedule A1, Land Use

6 PROPOSED ZONING BYLAW AMENDMENT

The property at 50942 Vienna Road is currently zoned A1 and is utilized for the production of cash crops including corn, wheat, and soybeans. The A1 zone applies to the majority of lands designated Agriculture in the Malahide Official Plan. A1 Zone lands include productive agricultural land under active cultivation as well as non-active farmland, pastureland, woodlands, ravine lands and other natural areas. Permitted uses in the A1 Zone include a broad range of agricultural activities from the cultivation of land and production of crops to the breeding, raising and care of livestock.

The property at 50896 Vienna Road are currently zoned RC-16. The small parcel of land was rezoned in 2019 to permit the existing commercial business and allow for the re-utilization of the existing fire hall building. The rural commercial zone is applied to non-agricultural related commercial uses that are located outside of settlement area boundaries. The site-specific zoning applies to the applicants' lands, allow for PH Engineering Solutions Inc., described as:

7.6.16 *By-Law No. 19-89 PH Engineering Solutions Inc.*

"a) Defined Area RC-16 as shown on Schedule "A", Map No. 83.

b) Permitted Uses - business or professional office for performing engineering work in the automation and electrical fields including, but not limited to, testing, debugging drives, autonomous vehicles, control panels and similar equipment.”

The boundary adjustment application (consent) does not propose the creation of a new lot of record, but rather the conveyance of 0.29 hectares of land from the abutting farmland to PH Engineering Solutions Inc. via boundary adjustment. The proposed boundary adjustment would expand the existing rural commercial lot by 0.29 ha in area and would result in a dual-zoned lot under the Agricultural (A) Zone and the Rural Commercial (RC-16) Zone.

The proposed ZBA application is requesting the portion of lands being conveyed to be rezoned from the A1 zone to RC-16 Zone (see **Figure 9**).

Additionally, it is also requested that a new site-specific provision be added to the RC-16 Zone to include a reduction of the minimum building setback from a County Local road from 28m to 17m. :

c) That the required setback from a local road be 17.0m

The rezoning application does not introduce additional uses, but would permit a new 10,000 sq. ft building to be constructed next to the existing facilities and provide an adequate amount of land to incorporate the existing private septic system.

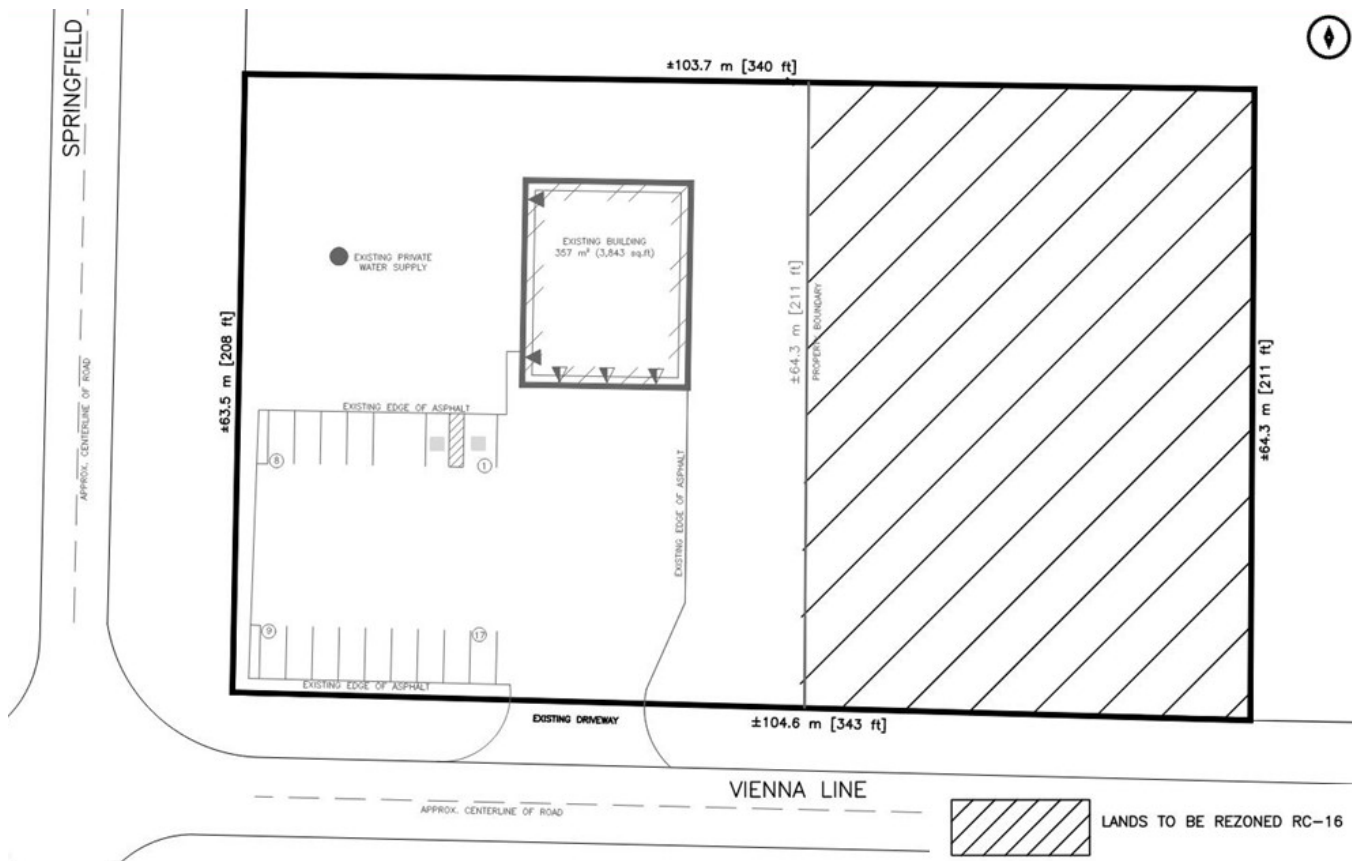


Figure 9. Proposed Zoning Bylaw Amendment – Schedule “A”, Map No. 83

6.1 Non-Agricultural Uses in Prime Agricultural Area

The Provincial Government has provided direction to Municipalities through the Provincial Policy Statement (PPS) to preserve and encourage agricultural production, to maintain the agricultural industry, and to protect lands capable of providing specialty food crops. The PPS encourages employment uses to be located within Settlement Areas or Employment Areas and not within Prime Agricultural Areas (PAA). Notwithstanding, Policy 2.3.6 of the PPS and Section 2.1.24 of the Malahide Official Plan, non-agricultural land uses may be located within prime agricultural areas, provided that:

1. *The land does not comprise a specialty crop area;*
2. *The proposed use complies with the minimum distance separation formulae (or other separation distance requirements);*
3. *There being no appreciable loss of prime agricultural lands from a prime agricultural area;*
4. *There is an identified need in the planning horizon; and*
5. *Alternative locations have been evaluated, and*
 - i. *There are no reasonable alternative locations which avoid prime agricultural areas; and*
 - ii. *There are no reasonable alternative locations in prime agricultural areas with lower priority agricultural lands.*

Therefore, any use may be considered to be located within a PAA provided there is a demonstrated need for the use and has little impact to the agricultural system or the surrounding uses. Each of the four criteria are discussed in more detail below.

1. The land does not comprise a specialty crop area.

Specialty Crop Areas are defined in the PPS and designated using guidelines developed by the Province, to include soils/micro-climate that is suitable to produce specialty crops; farmers skilled in the production of specialty crops and long-term investment (irrigation, drainage, infrastructure, etc to produce, store and process specialty crops.

Based on the above, the subject lands are not designated to be a specialty crop area, as defined by the PPS.

2. The proposed use complies with the minimum distance separation formulae (or other separation distance requirements);

There are no livestock operations in the vicinity of the subject lands and therefore MDS is not a consideration.

The nearest single family dwellings are approximately 300m to the west, 250m to the south and 350m east of the existing rural commercial building that presently operates within the former municipal fire hall. All commercial operations occur indoors, there is no outdoor storage, and no material processing that occurs on site. There have been no complaints regarding the current use on the subject lands. Therefore, the existing and proposed use does not and would create any nuisances to surrounding residential or other sensitive land uses and there would be no requirements from new homes if constructed closer to the rural commercial lot, provided that the existing grain elevators to the east of the site would likely create/require more extensive setbacks for fugitive emissions often associated with grain elevator operations.

3. There being no appreciable loss of prime agricultural lands from a prime agricultural area;

The farmland at 50942 Vienna Rd is currently utilized for crop production with a gross site area of ±30 ha (75 ac) with a municipal drain that transects the farm into two irregular shapes parcels. The proposed boundary adjustment represents a minimal amount of land area to be conveyed from 50942 Vienna Line to 50896 Vienna Line, representing less than 1% of the land area. The 0.29 ha decrease in lot area, represents a negligible impact on the overall functionality of the agricultural operation.

4. There is an identified need in the planning horizon;

The applicants have capitalized on refurbishing an aging municipal asset in 2018 and reduced their construction/demolition waste by restoring the former fire hall and utilizing the space as much as possible. In terms of “need” for this business and facility, the applicants have previously gone through the municipal approval process in 2019 to rezone the lands for the intended business, which does not require municipal servicing (i.e. water, wastewater or stormwater), is not intended to be included within employment area boundary, and is not a significant contributor of employment that would alter or hinder the County’s anticipated population and employment forecasts for the 20 year planning horizon.

5. Alternative locations have been evaluated and there are no reasonable alternative locations which avoid prime agricultural areas.

The soil suitability within the Site is classified as Class 3 in the Canada Land Inventory and therefore deemed to be located within a PAA, as defined in the PPS. Given the dominance of Class 1 and 2 soils in the Township of Malahide, this Site is relatively composed of poorer quality soils. With exception to hazards lands, there are no reasonable or better alternative locations that would avoid prime agricultural areas with respect to the avoidance of Class 1, 2 & 3 soils in the Township of Malahide

The proposed development is considered to be an employment use per the PPS. While all employment uses are encouraged to be located within settlement areas, the PPS does permit non-agricultural uses within PAAs. Given that the proposed use does not require municipal services, has no adverse impacts on surrounding uses or farming operations, is an existing use that is looking for moderate expansion, and is considered to meet the intent of the PPS policies and definitions; the proposed planning applications are consistent with PPS criteria for non-agricultural uses within the PAA and is warranted for review.

7 PLANNING POLICY FRAMEWORK

7.1 The Planning Act

The *Planning Act, 1990*, as amended, is the provincial legislation that outlines how land use planning can be practiced in Ontario – it sets out rules and regulations which describe requirements for planning processes, how land uses may be controlled and by whom. Section 51(24) of the *Planning Act* outlines the criteria that need to be considered when evaluating consent and plan of subdivision applications, including the effect of the proposed subdivision on matters of provincial interest; the dimensions and shapes of the proposed lots; the suitability of

the land for the purposes for which it is subdivided; and whether the plan conforms to the official plan and any adjacent plans of subdivision.

One of the matters of provincial interest outlined in Section 2.b) of the *Planning Act* is the “*protection of the agricultural resources of the Province*”. The Severance Proposal will continue to protect the active agricultural uses and would not introduce new constraints or land uses to encumber the surrounding agricultural operations. The severed lands would be conveyed to the adjoining property, serving as a boundary adjustment for an existing parcel of land. Further, the lands owned by the applicant would improve the existing business lands that directly and indirectly service a variety of agricultural-related industries. Both the land use of the subject property and the neighbouring lands use have co-existed since 2019, with no conflict. Therefore, the proposed development and planning applications would be consistent with the Provincial interest and the protection of agricultural lands.

7.2 Provincial Policy Statement

The Provincial Policy Statement (PPS), issued under the authority of Section 3 of the *Planning Act*, “*provides policy direction on matters of provincial interest related to land use planning and development*” to ensure efficient and resilient development and land use patterns. In our opinion the proposed development is consistent the following PPS policies.

Policy 1.1.4.1: “*Healthy, integrated, and viable rural areas should be supported by:*

- f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources.*
- i) providing opportunities for economic activities in prime agricultural areas, in accordance with policy 2.3.*

Policy 1.1.5.1: *When directing development on rural lands, a planning authority shall apply the relevant policies of Section 1: Building Strong Healthy Communities, as well as the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.*

Policy 1.1.5.4: *Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.”*

Response: The applicant currently owns the lands addressed 50896 Vienna Line, the parcel of land to which the severed lands are to be conveyed. The existing parcel (50896 Vienna Line) was purchased from the municipality in 2018 and extensively renovated. As the current occupants PH Engineering repurposed the under-utilized building, allowing them to offer a “valued-added” service to the community which includes a variety of business that directly and indirectly support the local agricultural community. The local small business helps to broadens the rural economic base in the region through a diversification of goods and services available while offering new employment opportunities within the community.

The existing parcel of land owned by the applicant, has already undergone a rezoning (RC-16) to permit the current commercial use. The proposed severance and affiliated OPA and ZBA applications will support the proposed boundary adjustment allowing the existing building to obtain sufficient lands to correct the existing conditions surrounding the encroachment of the private septic system onto the subject property, and also provide the

business a suitable lot area to meet the needs of their growing business. The proposed ZBA and OPA will be reflective of the existing business and no new additional uses are being proposed.

Policy 2.3.3.1: *“In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses, and on-farm diversified uses.*

Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.”

Response: The Severance Proposal requires OPA and ZBA amendments, to recognize and permit the existing use and to expand the existing rural commercial use under the RC-16 Zone by 0.29 ha. As indicated in the Development Proposal, the established business contributes to the fulfilment of the PPS vision for agricultural lands by offering services that support a thriving agricultural industry and rural economy. The existing operations provides goods and services in support of industrial, commercial and agricultural activities and is a compatible land use that does not hinder surrounding agricultural operations or negatively impact residential uses in the vicinity. For the retained lands of the subject property, the existing agricultural operations will not be impacted by the proposed consent application and will continue to be protected for long-term agricultural activities.

Policy 2.3.3.3 *“New land uses in prime agricultural areas, including the creation of lots and new or expanding livestock facilities, shall comply with the minimum distance separation formulae.”*

Response: This policy is not applicable as there is no evidence of livestock facilities in the vicinity of the Subject Lands.

Policy 2.3.4.2: *“Lot adjustments in prime agricultural areas may be permitted for legal or technical reasons.”*

Response: Under the existing conditions of the lot (50896 Vienna Line), the private septic services encroaches into the adjacent lands. The requested boundary adjustment would correctly rectify this existing condition.

Policy 2.3.6.1.b): refer to Section 6.1 of this report.

Response: refer to Section 6.1 of this report.

Policy 2.3.6.2: *“Impacts from any new or expanding non-agricultural uses on surrounding agricultural operations and lands are to be mitigated to the extent feasible.”*

Response: The existing business has not received any complaints from abutting landowners or residents since 2018. The proposed development to expand the business by constructing a ne10,000 sq. ft building is not anticipated to significantly increase employment or traffic to the area, nor create any fugitive emissions that would negatively impact the surrounding lands.

7.3 Elgin County Official Plan (ECOP)

The Township of Malahide is one of seven municipalities within Elgin County. The ECOP (Schedule 'A' Land Use) designates the Subject Property as Agricultural Area. In addition to the protection of agricultural lands, the ECOP supports the diversification of the economic opportunities to support new industries growing and coming to the County. In our opinion, the planned development conforms with the relevant policies of the ECOP.

A4.3. Economic Prosperity

c) To support the growth of new industry sectors, and the transition of existing industry sectors, toward practices, products and services that increase environmental performance, human health and social responsibility.

g) To provide opportunities for a wide range of appropriately scaled agriculture-related and secondary uses in the Agricultural Area.

Response: PH Engineering Solutions Inc. have taken a chance at purchasing and refurbishing an aging asset in the County. The Former Mount Salem fire hall was vacated and surplus to the township's needs, with options for demolition or re-utilization. The proponents have taken the dilapidated fire hall and improved the building and site for its unique advanced technological business that has potential for growth for itself and/or spin-off benefits for other local businesses.

The intent of the "Prime Agricultural Area" (PAA) designation as outlined in Section C2.1, is to:

- "a) recognize agriculture as the primary activity and land use;*
- b) maintain and preserve the agricultural resource base of the County;*
- c) protect the County's prime agricultural area from fragmentation, development and land uses unrelated to agriculture;*
- d) promote normal farm practices and to protect the right to farm;*
- e) promote a diverse, innovative and economically strong agricultural industry and associated activities by enhancing their capacity to contribute to the economy of the County; and,*
- f) preserve and promote the agricultural character of the County and its local communities."*

Response: The land severance accompanying the proposed OPA/ZBA is intended to sever only 0.29ha of agricultural land to be removed from production, thus the retained 29.7ha would be sufficient to support the ongoing agricultural operation. The severance proposal would promote the above-listed objectives by preserving the existing agricultural land base as much as possible and would permit the existing business to expand its services.

Policy E1.2.3.2: Boundary Adjustments

"A consent may be permitted for the purpose of modifying lot boundaries, provided no new building lot is created. In reviewing an application for such a boundary adjustment, the approval authority shall be satisfied that the boundary adjustment will not affect the viability of the use of the properties affected as

intended by this Plan. In addition, the approval authority shall be satisfied that the boundary adjustment will not affect the viability of the agricultural parcels affected.

Response: The proposed severance accompanied with the ZBA/OPA applications represents a boundary adjustment, transferring 0.29 ha to the benefitting lands. The adjustment would facilitate the construction of a new commercial building and would rectify an existing encroachment on the current septic tile bed.

7.4 Township of Malahide Official Plan (MOP)

The Subject Property is designated 'Agriculture' in the Official Plan (Schedule 'A1' Land Use). An amendment to the MOP is required from 'Agriculture' to "Special Policy Area" to permit and expand the rural commercial land use. It is our opinion that the proposed OPA/ZBA amendments and associated Consent application to adjust the property boundary would conform to the following MOP policies.

Policy 2.1.2.4: *Proposals for new or altered land uses in the "Agriculture" designation other than those contemplated by subsection 2.1.2.2 of the Official Plan will require an amendment to the plan which must be justified on the basis of a growth related demand for the proposed use; the lands do not comprise a specialty crop area; there being no appreciable loss of prime agricultural lands from a prime agricultural area; no reasonable alternative locations which avoid prime agricultural areas; and/or there being no reasonable alternative locations within the prime agricultural area with lower priority prime agricultural lands.*

Response: Refer to Section 10 of this report. The subject lands are not designated as a specialty crop area, are categorized as Class III soils, represents a minimal reductions in agricultural lands, and would not be reasonably located within the municipality with lower soils classification.

Policy 2.1.2.6: *In evaluating proposals for non-farm uses, Council shall require a presentation of the proposal which will include a detailed site plan outlining building areas and locations, ingress and egress to the site, parking facilities, existing land use and surrounding land uses, building location, site characteristics, and proposed buffering and landscaping."*

Response: Refer to Figure 7. Conceptual Site Plan Layout, that illustrates the proposed boundary adjustment, building layout, access and parking area configuration. The adjacent farming operation will continue to operate on the retained lands and will not be adversely impacted through the boundary adjustment application (consent).

Both the agricultural operation of the subject property and the operation of the applicants' lands have co-existed without conflict since 2019.

8 CLOSING

Based on a review of the relevant policies and regulatory framework for the Subject Property, the proposed Consent to Sever, Zoning By-law Amendment and Official Plan Amendment applications are justified for the following reasons.

- The Severance Proposal does not create a new building lot, but allows for a boundary adjustment that is needed to:
 - a) rectify an existing condition of an encroachment of the existing septic system servicing 50896 Vienna Line onto the subject lands, and
 - b) permit the business expansion to build a 10,000 sq. ft building for testing purposes
- The subject lands are occupied by the former rural Mount Salem fire station building that site was deemed to be surplus to the municipality and purchased by the applicant in 2018. Through extensive renovations the property has been repurposed to meet the needs of PH Engineering Solutions Inc. The adaptive reuse of the facilities was supported by the municipality as confirmed through the rezoning of the lands (By-law 19-89). The successful local business is complimentary to other local businesses and is a good example of adaptive reuse of disregarded buildings.
- The existing and proposed use does not require municipal services and the dry commercial use would not detract from planned employment land opportunities that require such municipal investment.
- The Severance Proposal conforms to Section 51(24) of the *Planning Act* and is consistent with the relevant policies of the PPS.
- The Official Plan amendment would create a new Specific Policy Area that correctly identifies the existing non-agricultural use.
- The Zoning Bylaw Amendment and site specific provision is appropriate for the site and would provide a compatible development opportunity.

For the reasons noted above and throughout this report, it is our opinion that the submitted Consent, Official Plan Amendment and Zoning By-law Amendment applications represent sound land use planning practice.

Strik, Baldinelli, Moniz Ltd.

Planning • Civil • Structural • Mechanical • Electrical



Nick Dyjach, MCIP RPP CPT
Associate, Planning Division Manager



Sandra Congdon, CPT
Planning Technician II

**LETTER OF AUTHORIZATION
(SAMPLE)**

(date) Refer to signed authorization letter,
signed by owner: Jeff Barbier,
authorizing SBM Ltd to submit the Planning Applications

TOWNSHIP OF MALAHIDE
87 John St. S.
Aylmer, ON N5H 2C3

Attention: **Development Services Department**

Re: **Application for (application type)**
John Doe – 1234 Concession Road

I am the registered owner of the lands which are the subject of the above described application. Please consider this correspondence as my authorization for
(name) to act on my behalf on all matters with respect to the accompanying application as well as any related planning applications.

Yours truly,



Refer to signed authorization letter,
signed by owner: Jeff Barbier,
authorizing SBM Ltd to submit the Planning Applications

John Doe

Township of Malahide
Application for Official Plan Amendment

1. **Registered Owner's**
Name: Jeff Barbier Inc.

Address: 50942 Vienna Line, Aylmer

Phone No. (Home): _____ Business: _____

Fax: _____ Email: _____

Lot and Concession (if applicable): PT LT 21 CON 3 MALAHIDE PART 1, 11R-10194;
TOWNSHIP OF MALAHIDE

2. **Applicant / Authorized Agent:** Nick Dyjach, Planner - Strik, Baldinelli, Moniz Ltd

Address: 1599 Adelaide Street North, Unit 301

Telephone No.: (519) 471-667 ext. 150 Fax: _____

Please specify to whom all communications should be sent:

Registered Owner () Applicant / Authorized Agent (X)

3. **Legal Description of the land for which the amendment is requested:**

Concession: Concession 3 Lot: Part Lot 21

Reference Plan No: Part 1, 11R-10194 Part Lot: _____

Street and Municipal Address No.: 50896 / 50942 Vienna Line, Malahide

4. **Size of property which is subject to this Application:**

Area: 6,675 m2 Frontage: 65 m Depth: 104 m

5. **Does the proposed amendment add, change, replace, or delete a policy/schedule of the Official Plan?**

Add (X) Change () Replace () Delete ()

If so, policy/schedule to be added, changed, replaced, or deleted: Specific Policy Area XX

Attach separately the requested additions, changes, or replacements.

Refer to Planning Justification Report

6. **Does the proposed amendment alter a growth boundary of any settlement**

area?

No

If so, attach separately justification for the request based on the current Official Plan policies.

7. Does the proposed amendment remove land from an area of employment designation? **No**

If so, attach separately justification for the request based on the current Official Plan policies.

8. Existing Official Plan Designations:

Agricultural Area

Land Uses Permitted in existing Designation:

a) agricultural uses; b) a single detached dwelling in conjunction with an agricultural use; c) a single detached dwelling on an existing vacant lot, subject to the policies of the lower tier Official Plan; d) accessory accommodation subject to Section C2.5; e) agriculture-related uses subject to Section C2.6; f) secondary uses subject to Section C2.7; g) farm winery subject to Section C2.8; h) forest, wildlife and fisheries management; i) watershed management and flood and erosion control projects carried out or supervised by a public agency; j) passive non-motorized recreational uses, such as nature viewing and pedestrian trail activities;

9. **Present use of the Subject lands** (be specific): The subject lands are currently utilized for active agricultural production including the cultivation of cash crops. The subject lands currently contain an active grain elevator operation.

10. Proposed Official Plan Designation:

Specific Policy Area XX

11. What is the purpose of the proposed Official Plan amendment?

to allow for the removal of 0.29ha of land from the 'Agricultural' Land Use designation, to be added to the adjacent commercial property to facilitate the expansion of the existing business.

12. Description of proposed development for which this amendment is requested (i.e. permitted uses, buildings or structures to be erected. (Be Specific)

The owner of 50896 Vienna Line is requesting a boundary adjustment, in part, for technical reasons for the incorporation of lands which contain the existing septic system which presently is encroaching onto 50942 Vienna Line.

It is the intent of the owner of 50896 Vienna Line to construct a roughly +/-10,000 sq.ft (+/-930 m²) warehouse style facility adjacent to the existing building. The proposed applications will allow for the creation of an appropriate space to constructed the warehouse/testing facility as part of their quality control process. This will allow the business to store and test automated components in an appropriate environment prior to shipment.

13. Services existing or proposed for the subject lands: Please indicate with a ✓

Water Supply	Existing	Proposed
Municipal Piped Water Supply	()	()
Private Drilled Well	(X)	()
Private Dug Well	()	()
Communal Well	()	()
Lake or other Surface Water Body	()	()
Other	()	()

Sewage Disposal	Existing	Proposed
Municipal Sanitary Sewers	()	()
Individual Septic System	(X)	()
Communal System	()	()
Privy	()	()
Other	()	()

Note: If the proposed development is on a private or communal system and generate more than 4500 litres of effluent per day, the applicant must include a servicing options report and a hydrogeological report.

Are these reports
attached?

If not, where can they be

found? _____

Storm Drainage

Provisions: Existing Surface Drainage

Proposed Outlet: Culvert and Maginnis Drain

14. Is the subject land or land within 120 metres of it subject of an application under the Planning Act for:

Minor Variance () Consent (X) Official Plan amendment ()

Zoning By-law amendment (X) Plan of Subdivision () Site Plan ()

If yes to any of the above, indicate the file number, name of approval authority, the land it affects, purpose, status, and effect on this proposed amendment

All applications have been submitted concurrently: Consent, ZBA and OPA Applications

15. How is the proposed amendment consistent with the Provincial Policy Statement 2005?

Please Refer to the included Planning Justification Report

16. Are the subject lands within area designated under any Provincial Plan(s)? If the answer is yes, does the proposed amendment conform to the Provincial Plan(s)?

No, the Subject Property is not designated under any other Provincial Plans

17. The Owner is required to attach the following information with the application and it will form part of the application. Applications will not be accepted without the following.

- (a) Survey plan, or a sketch based on an Ontario Land Surveyor description of all lands in the Owner's possession in the vicinity of the subject application with the lands covered by this application outlined in red, and showing the location, size and use of all buildings and structures on the Owner's lands and on all adjacent properties.
- (b) Large scale detail plan of the proposed development, showing the location and type of all buildings, setbacks, number and floor area or dwelling units (if applicable) the location of driveways, parking or loading spaces, landscaping areas, planting strips, and other uses.
- (c) Written comments from the Elgin St. Thomas Health Unit, Long Point Region Conservation Authority and Ministry of Transportation (if applicable).

18. If this application is signed by an agent or solicitor on behalf of an applicant(s), the owner's written authorization must accompany the application. If the applicant is a corporation acting without an agent or solicitor the application must be signed by an officer of the corporation and the seal if any must be affixed.

19. Additional Information for Council consideration of the application

I / We, Moe Hajar, of the Township
Name Town/Township/City/Village etc.

of Malahide, in the county Elgin, do solemnly declare:
Municipality Name County Name

- (i) that I / We am / are the owner(s) of the lands described above
- (ii) that to the best of my / our knowledge and belief, all of the information and statements given in this application and in all exhibits transmitted are true.
- (iii) that I / we hereby appoint SBM Ltd to act as an Agent on my/our behalf in all aspects of this application.

And I / We make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act".

DECLARED BEFORE ME at the:

City of London


 Owner / Agent

in the County/Region of Middlesex this 9th

day of March 20 23.

Owner / Agent



A Commissioner, etc.

AARON CORNELIS AUGUSTUS STRIK,
 a Commissioner, etc., Province of Ontario,
 for Strik, Baldinelli, Moniz Ltd.
 and SBM Geomatics Ltd.
 Expires November 30, 2023.

Municipal Freedom of Information Declaration

In accordance with the provisions of the Planning Act, it is the policy of the Township Planning Department to provide public access to all development applications and supporting documentation.

In submitting this development application and supporting documentation, I Nick Dyjach

the owner/authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the Township of Malahide to post a Change of Use sign and municipal staff to have access to the subject site for purposes of evaluation of the subject application.


Signature

9 March 2023
Day Month Year

1. **Applicant / Registered Owner's Name:** PH Engineering Solutions Inc. c/o Moe Hajar
- Address:** 50896 Vienna Line, Aylmer
- Phone No. (Home):** (226) 927-0005 **Business:** _____
- Fax:** _____ **Email:** mhajar@phengs.com
- Lot and Concession (if applicable):** PT S1/2 LT 21 CON 3 MALAHIDE PART 1, 11R8561; MALAHIDE

Are there any other holders of mortgages, charges or other encumbrances of the Subject Lands? If so provide the names and addresses of such persons.

2. **Applicant / Authorized Agent:** Nick Dyjach, Planner - Strik, Baldinelli, Moniz
- Address:** 1599 Adelaide Street North, Unit 201
- Telephone No.:** (519) 471-667 ext. 150 **Fax:** _____
- Please specify to whom all communications should be sent:**
- Registered Owner () Applicant / Authorized Agent (X)

3. **Legal Description of the land for which the amendment is requested:**
- Concession:** 3 **Lot:** PT LT 21
- Reference Plan No:** Part 1, 11R-10194 **Part Lot:** _____
- Street and Municipal Address No.:** 50896 & 50942 Vienna Line, Malahide
- What is the size of property which is subject to this Application?**
- Area:** 6,675m² **m** **Frontage:** 65 **m** **Depth:** 104 **m**

When were the subject lands acquired by the current owner?

Concurrent Consent Application to sever and merge lands

4. **Existing Official Plan Designation:** 'Agricultural'

How does the application conform to the Official Plan?

Agricultural; Concurrent OPA Application requesting Special Policy Area XX

5. Existing Zoning By-law
Classification:

RC-16 & A1 Zone

What are the current uses of the subject lands?

Existing engineering business (Formerly Municipal Fire Hall) &
Farmland for the cultivation of Crops

If known, provide the length of time these uses have continued on this property.

Unknown

If there are any existing buildings or structures on the subject lands provide the following information:

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimension s
OFFICE	29.0	Interior - 10.5 Exterior - 32.4	57.8	4.9	17.0 X 21.0

If known, provide the dates in which each of these buildings were constructed.

Exact date of existing building unknown

6. What is the Nature and Extent of the Rezoning?

The lands to be conveyed from 50942 Vienna Line, are currently zoned 'A1'.

The existing lot (50896 Vienna Line), is currently zoned RC-16.

It is being requested that the **RC-16 zoned be amended** to include the site specific provision reducing the minimum setback from the centreline of a County Road.

7. Why is the rezoning being requested?

To expand the existing business at 50896 Vienna Line, by severing a portion of the adjacent lands and seeking permission to construct a new building to be used for commercial purposes (testing facility). Refer to Planning Justification Report.

8. Does the proposed Zoning By-law amendment implement a growth boundary adjustment of a settlement area?

No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

9. Does the proposed amendment remove land from an area of employment?

No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

10. Description of proposed development for which this amendment is requested (i.e. permitted uses, buildings or structures to be erected. (Be Specific)

Proposed building will be utilized by the existing electrical/mechanical engineering firm as a testing facility.

For any proposed buildings or structures on the subject lands provide the following information:

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions
PROPOSED BUILDING	73.8	Interior - 5.0 Exterior - 17.3	7.5	5.0	22.5 X 42.0

11. Services existing or proposed for the subject lands: Please indicate with a ✓

Water Supply

Existing

Proposed

Municipal Piped Water Supply	()	()
Private Drilled Well	(X)	()
Private Dug Well	()	()
Communal Well	()	()
Lake or other Surface Water Body	()	()
Other	()	()

Sewage Disposal	Existing	Proposed
Municipal Sanitary Sewers	()	()
Individual Septic System	(X)	()
Communal System	()	()
Privy	()	()
Other	()	()

Note: If the proposed development is on a private or communal system and generate more than 4500 litres of effluent per day, the applicant must include a servicing options report and a hydrogeological report.

Are these reports attached? Not applicable as it is not anticipated to generate more than 4500L of effluent per day.

If not, where can they be found? _____

Storm Drainage

Provisions: Existing Drainage (Ditches)

Proposed Outlet: Maginnis Drain

12. How will the property be accessed?

Provincial Highway () County Road () Municipal Road – maintained all year (X)

Municipal Road – seasonally maintained () Right-of-way () Water ()

If access is by water, do the parking and docking facilities exist, and what is the nearest public road?

-
13. Has the subject land ever been the subject of an application under the Planning Act for:

Plan of Subdivision () Consent ()

Zoning By-law Amendment (x) Ministers Zoning Order ()

If yes to any of the above, indicate the file number and status of the application.

Zoning By-Law Amendment to permit the current Engineering Use, extension of the ZBA
~~By-Law 19-89 - October 17, 2019, previously received for this use in 2019.~~

14. How is the proposed amendment consistent with the Provincial Policy Statement 2005?

Please Refer to Included Planning Justification Report

15. Are the subject lands within area designated under any Provincial Plan(s)? If the answer is yes, does the proposed amendment conform to the Provincial Plan(s)?

No

17. The Owner is required to attach the following information with the application and it will form part of the application. Applications will not be accepted without the following.

(a) A sketch based on an Ontario Land Surveyor description of the subject lands showing

- the boundaries and dimension of the subject lands;
 - the location, size and type of all existing and proposed buildings and structures, indicating their setbacks from all lot lines, the location of driveways, parking or loading spaces, landscaping areas, planting strips, and other uses;
-

- the approximate location of all natural and artificial features (buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that are on the subject lands, adjacent to the subject lands, or in the opinion of the applicant may affect the application;
 - the current uses of the land that is adjacent to the subject land;
 - the location, width, and name of any roads within or abutting the subject land, indicating where it is an unopened road allowance, a public traveled road, a private road, or a right-of-way;
 - the location of the parking and docking facilities to be used (if access will be by water only);
 - the location and nature of any easement affecting the subject land.
- (b) Written comments from the Elgin St. Thomas Health Unit, Long Point Region Conservation Authority and Ministry of Transportation (if applicable).
- (c) If a private sewage system is necessary, pre-consultation with the Chief Building Official is required about the approval process
- 18. If this application is signed by an agent or solicitor on behalf of an applicant(s), the owner's written authorization must accompany the application. If the applicant is a corporation acting without an agent or solicitor the application must be signed by an officer of the corporation and the seal if any must be affixed.**
- 19. Additional Information as required by Council**
-
-
-
- 20. If this application is to accommodate the consent of a surplus farm dwelling, please provide the following information:**
- Date surplus farm dwelling was erected: _____
- Please provide the assessment roll number, location, and zoning of the farm parcel with which the subject lands is being consolidated.
-

Municipal Freedom of Information Declaration

In accordance with the provisions of the Planning Act, it is the policy of the Township Planning Department to provide public access to all development applications and supporting documentation.

Personal information contained on this form is collected pursuant to the Planning Act, R.S.O. 1990, O.Reg 200/96 as amended and will be used for the purpose of determining permission for re-zoning. The personal information collected will be maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

In submitting this development application and supporting documentation, I Nick Dyjach

the owner/authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the Township of Malahide to post a Change of Use sign and municipal staff to have access to the subject site for purposes of evaluation of the subject application.


Signature

9 March 2023
Day Month Year

I / We, Moe Hajar, of the Township
Name Town/Township/City/Village etc.

of Malahide, in the county Elgin, do solemnly declare:
Municipality Name County Name

- (i) that I / We am / are the owner(s) of the lands described above
- (ii) that to the best of my / our knowledge and belief, all of the information and statements given in this application and in all exhibits transmitted are true.
- (iii) that I /we hereby appoint SBM Ltd to act as an Agent on my/our behalf in all aspects of this application.

And I / We make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act".

DECLARED BEFORE ME at the:

City of London
 in the County/Region of Middlesex this 9th
 day of March 20 23.


 Owner / Agent

Owner / Agent


 A Commissioner, etc.

AARON CORNELIS AUGUSTUS STRIK,
 a Commissioner, etc., Province of Ontario,
 for Strik, Baldinelli, Moniz Ltd.
 and SBM Geomatics Ltd.
 Expires November 30, 2023.

**AMENDMENT NO. 22
TO THE
OFFICIAL PLAN
OF THE
TOWNSHIP OF MALAHIDE**

**Subject: PH Engineering (c/o Moe Hajara)
50942 Vienna Line**

June 15, 2023

CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-48**

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 17 of the Planning Act, R.S.O., 1990, as amended, hereby enacts as follows:

1. THAT Amendment No. 22 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 15th day of June, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of June, 2023.

Mayor – D. Giguère

Clerk – A. Adams

PART A - THE PREAMBLE

1. PURPOSE

The purpose of this Amendment is to re-designate the subject lands, being Part of Lot 21, Concession 3 South, Part 1 of Registered Plan 11R-10194, in the geographic Township of Malahide, to Special Policy Area No. 14 to permit a business or professional office for performing engineering work in the automation and electrical fields including, but not limited to, testing, debugging drives, autonomous vehicles, control panels and similar equipment.

2. BASIS

The Amendment to the Official Plan would be consistent with the policies of the Provincial Policy Statement 2020, County of Elgin Official Plan, and 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, constitutes **Amendment No. 22** to the Official Plan of the Township of Malahide.

DETAILS OF THE AMENDMENT

1. Section 3.8 of the Official Plan of the Township of Malahide is hereby amended by adding the following:

3.8.14 Specific Policy Area No. 14

3.8.14.1 The lands situated on the north side of Vienna Line, east of Springfield Road (Elgin County Road 40), in Part 1 of Registered Plan 11R-10194, in the geographic Township of Malahide, and designated "Specific Policy Area" on Schedule 'A', may be used, developed and zoned for a business or professional office for performing engineering work in the automation and electrical fields including, but not limited to, testing, debugging drives, autonomous vehicles, control panels and similar equipment. A consent may be granted to permit the enlargement of lands occupied by PH Engineering Solutions Inc. where no new lot is created. The parcel so designated will be subject to an amendment to the Township's Zoning By-law and the holding ("H") symbol applied with its removal contingent upon a site plan agreement being entered into. The owner shall be responsible for ensuring that all studies deemed necessary to identify and mitigate any impacts arising from the commercial expansion are provided to the satisfaction of the Township.

3.8.14.2. No new lots will be created through the consent to sever process.




2. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation as it applies to certain lands, being Part of Lot 21, Concession 3 South, Part 1 of Registered Plan 11R-10194, in the geographic Township of Malahide from '**Agriculture**' to '**Specific Policy Area No. 14**' as shown on Schedule 'A' hereto.

PART C - THE APPENDICES

The following appendices do not constitute part of Amendment No. 22 but are included as information supporting the amendment.

Appendix I - Notice of Public Meeting

SPRINGFIELD ROAD	<div style="border: 2px solid black; width: 40%; margin: 0 auto; padding: 10px;"> <p style="margin: 0;">LANDS TO BE RE-DESIGNATED 'SPECIAL POLICY AREA 14'</p> </div>
VIENNA LINE	
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p>This is Schedule 'A' to By-law No. 23-48 passed on the ____ day of ____ 2023</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%; text-align: center;"> _____ MAYOR </div> <div style="width: 45%; text-align: center;"> _____ CLERK </div> </div> </div>	

 <p style="font-size: small;">TOWNSHIP OF MALAHIDE <i>A proud tradition, a bright future.</i></p>		<p>Official Plan of the Township of Malahide</p>	<p>SCHEDULE 'A1' LAND USE</p>
 <p style="font-size: small;">0 5 10 20 Metres</p>			

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

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

**PH Engineering Solutions Inc. c/o Moe Hajara/
50896 & 50942 Vienna Line**

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 Lot 21, Concession 3 South, in the Township of Malahide, shall remain in the "General Agricultural (A1) Zone" of By-law No. 18-22 and shall be subject to the added provisions of Section 7.6 of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "RC-16-H5" on Key Map 83 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 7.6 RURAL COMMERCIAL (RC) ZONE – 'SITE-SPECIFIC' ZONES, by deleting the existing text and replacing it with the following subsection.

"7.6.1.6 a) Defined Area

RC-16-H-5 as shown on Schedule 'A', Map No. 83.

b) Permitted Uses

business or professional office for performing engineering work in the automation and electrical fields including, but not limited to, testing, debugging drives, autonomous vehicles, control panels and similar equipment.

c) Minimum Local Road Setback 17.3 metres

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

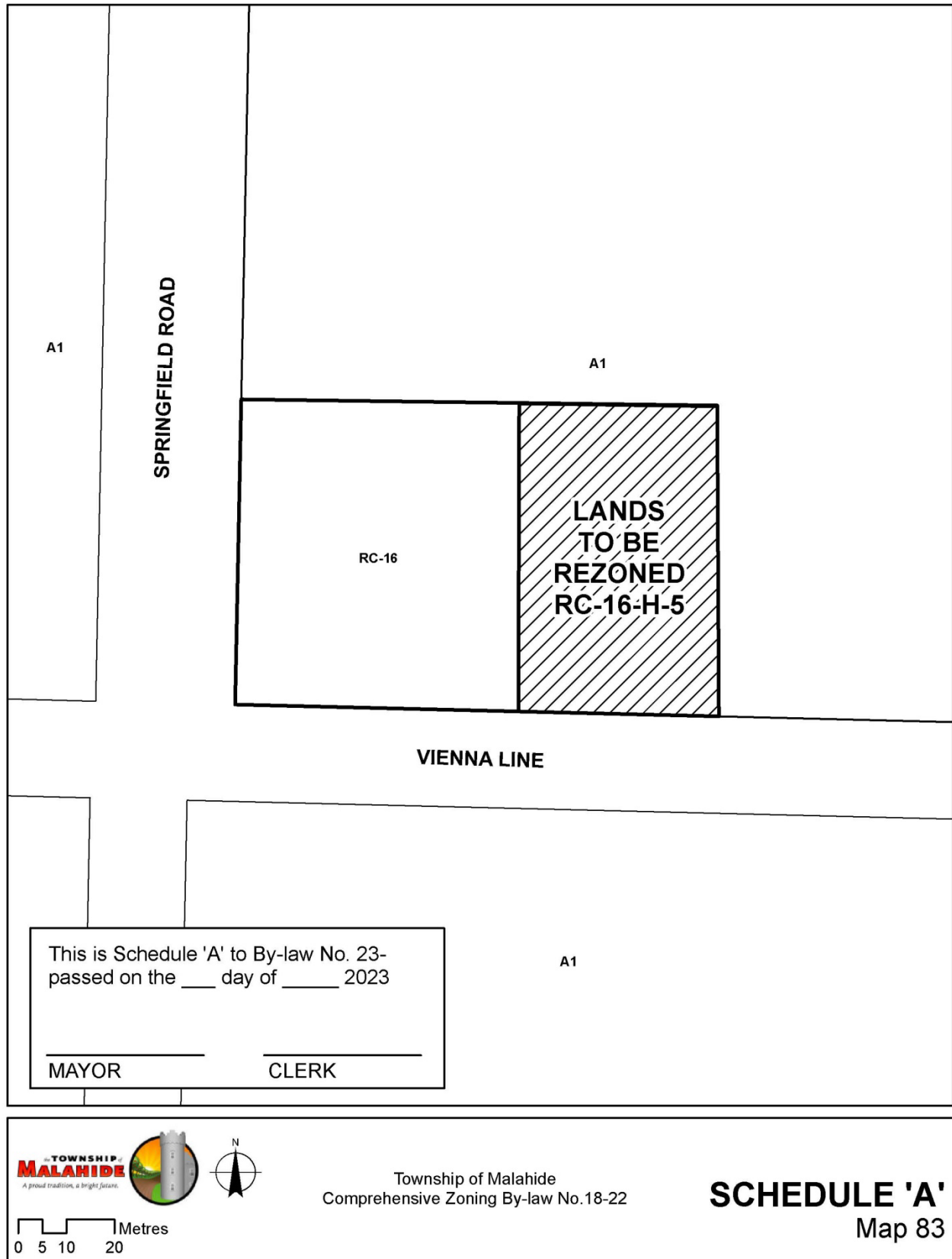
- a) Where no notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the expiration of the prescribed time; or,
- b) Where notice of objection has been filed with the Township's Clerk within the time prescribed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

READ a FIRST and SECOND time this th day of Choose an item., 2023.

READ a THIRD time and **FINALLY PASSED** this ____ day of Choose an item., 2023.

Mayor – D. Giguère

Clerk – A. Adams



E23-23 – Recommended 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 the applicant initiate and assume, if required, all engineering and construction costs associated with construction of a new Municipal drain, or, the relocation of Municipal drain. To be commenced in accordance with the Drainage Act, RSO 1990. All costs to be paid in full to the township prior to the condition being deemed fulfilled. If a lot grading plan is required as a condition of severance, it should be done in conjunction with the new Municipal drain or relocation of Municipal Drain; or that the applicant provide a preliminary storm water management design brief prepared by a professional engineer demonstrating how they intend to store or discharge surface runoff.
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. Confirmation that private sewage system be confined entirely within the boundaries of the newly created parcel. That system be in conformance with all required setbacks from lot lines prior to the condition being deemed fulfilled.
5. 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.
6. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
7. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
8. That the lands being conveyed be merged in the same name and title as the lands to which they are being added to.



GRAHAM SCOTT ENNS LLP
 CHARTERED PROFESSIONAL ACCOUNTANTS

P. 519-633-0700 • F. 519-633-7009
 450 Sunset Drive, St. Thomas, ON N5R 5V1

P. 519-773-9265 • F. 519-773-9683
 25 John Street South, Aylmer, ON N5H 2C1

www.grahamscottenns.com

June 15, 2023

Corporation of The Township of Malahide
 87 John Street South
 Aylmer, Ontario, N5H 2C3

Dear Members of Council:

Re: Audit Findings

This letter has been prepared to assist you with your review of the financial statements of Corporation of The Township of Malahide for the year ending December 31, 2022. We look forward to meeting with you and discussing the matters outlined below.

Significant Matters Arising

Changes to Audit Plan

There were no changes to the audit plan (as previously presented to you).

Other Matters

We have not identified any other significant matters that we wish to bring to your attention at this time.

Significant Difficulties Encountered

There were no significant difficulties encountered during our audit.

Comments on Accounting Practices

Accounting Policies

The significant accounting policies used by the entity are outlined in Note 1 to the financial statements.

- There were no significant changes in accounting policies.
- We did not identify any alternative accounting policies that would have been more appropriate in the circumstances.
- We did not identify any significant accounting policies in controversial or emerging areas.

Significant Accounting Estimates

The following significant estimates/judgments are contained in the financial statements:

- Allowance for doubtful accounts

- Tax vacancies or allowances for rebates
- Legal estimates and litigation

Based on audit work performed, we are satisfied with the estimates made by management.

Significant Financial Statement Disclosures

We did not identify any financial statement disclosures that are particularly significant, sensitive or require significant judgments, that we believe should be specifically drawn to your attention.

Uncorrected Misstatements

We accumulated no significant uncorrected misstatements during our audit.

Significant Deficiencies in Internal Control

A deficiency in internal control exists when a control is designed, implemented or operated in such a way that it is unable to prevent, or detect and correct, misstatements in the financial statements on a timely basis, or when a control necessary to prevent, or detect and correct, misstatements in the financial statements on a timely basis is missing.

A significant deficiency in internal control is defined as a deficiency or combination of deficiencies in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance.

To identify and assess the risks of material misstatement in the financial statements, we are required to obtain an understanding of internal control relevant to the audit. This understanding is used for the limited purpose of designing appropriate audit procedures. It is not used for the purpose of expressing an opinion on the effectiveness of internal control and, as a result, we do not express any such opinion. The limited purpose also means that there can be no assurance that all significant deficiencies in internal control, or any other control deficiencies, will be identified during our audit.

We did not identify any control deficiencies that, in our judgment, would be considered significant deficiencies.

Written Representations

In a separate communication, as attached, we have requested a number of written representations from management in respect to their responsibility for the preparation of the financial statements in accordance with Canadian accounting standards for public sector entities.

Other Audit Matters of Governance Interest

We did not identify any other matters to bring to your attention at this time.

We would like to thank management and staff for the assistance they provided to us during the audit.

We hope the information in this audit findings letter will be useful. We would be pleased to discuss them with you and respond to any questions you may have.

This letter was prepared for the sole use of those charged with governance of Corporation of The Township of Malahide to carry out and discharge their responsibilities. The content should not be disclosed to any third party without our prior written consent, and we assume no responsibility to any other person.

Sincerely,

GRAHAM SCOTT ENNS LLP

CHARTERED PROFESSIONAL ACCOUNTANTS



Robert B. Foster, CPA, CA
Partner

Acknowledgement of Members of Council:

We have read and reviewed the above disclosures and understand and agree with the comments therein:

Per: Corporation of The Township of Malahide

Signed: _____

Print Name: _____

**CORPORATION OF THE TOWNSHIP
OF MALAHIDE**

Consolidated Financial Statements

December 31, 2022

Draft

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Financial Statements

For The Year Ended December 31, 2022

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MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The accompanying consolidated financial statements are the responsibility of the management of Corporation of the Township of Malahide and have been prepared in accordance with Canadian public sector accounting standards.

These consolidated financial statements include:

- Independent Auditors' Report
- Consolidated Statement of Financial Position
- Consolidated Statement of Operations and Accumulated Surplus
- Consolidated Statement of Change in Net Financial Assets
- Consolidated Statement of Cash Flows
- Notes to the Consolidated Financial Statements
- Consolidated Schedule of Segment Disclosure

The Chief Administrative Officer and the Director of Finance are responsible for ensuring that management fulfills its responsibility for financial reporting and is ultimately responsible for reviewing the consolidated financial statements before they are submitted to Council for approval.

The integrity and reliability of Corporation of the Township of Malahide 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 consolidated financial statements have been audited on behalf of the Members of Council, Inhabitants and Ratepayers of Corporation of the Township of Malahide by Graham Scott Enns LLP in accordance with Canadian generally accepted auditing standards.

Mr. Adam Betteridge
Chief Administrative Officer

Mr. Adam Boylan
Director of Finance

Aylmer, Ontario
June 15, 2023



GRAHAM SCOTT ENNS LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants, and Rate Payers of **Corporation of the Township of Malahide**:

Opinion

We have audited the consolidated financial statements of **Corporation of the Township of Malahide**, which comprise the consolidated statement of financial position as at December 31, 2022, and the consolidated statement of operations and accumulated surplus, statement of change in net assets, consolidated statement of remeasurement gains and losses, and consolidated statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the Municipality's consolidated financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2022, 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 Consolidated Financial Statements* section of our report. We are independent of the Municipality 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 opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements, management is responsible for assessing the Municipality'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 Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated financial statements.



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INDEPENDENT AUDITORS' REPORT (CONTINUED)

Auditors' Responsibilities for the Audit of the Consolidated 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 consolidated 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 Municipality'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 Municipality'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 consolidated 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 Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated 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

June 15, 2023

Graham Scott Enns LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Licensed Public Accountants

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Statement of Financial Position
As At December 31, 2022

	2022	2021
	<u>\$</u>	<u>\$</u>
FINANCIAL ASSETS		
Cash	5,428,773	6,115,273
Investments (Note 2)	7,039,829	4,524,248
Taxes receivable (Note 4)	1,173,245	1,536,753
Accounts receivable (Note 5)	<u>1,348,877</u>	<u>2,086,522</u>
Total financial assets	<u>14,990,724</u>	<u>14,262,796</u>
FINANCIAL LIABILITIES		
Deferred revenue - obligatory reserve funds (Note 10)	2,521,314	2,368,437
Accounts payable and accrued liabilities	2,329,246	3,038,844
Net long-term liabilities (Note 8)	<u>3,369,509</u>	<u>3,605,324</u>
Total financial liabilities	<u>8,220,069</u>	<u>9,012,605</u>
NET FINANCIAL ASSETS	<u>6,770,655</u>	<u>5,250,191</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 7)	45,606,904	46,913,648
Inventories	206,793	139,352
Prepaid expenses	<u>43,974</u>	<u>42,319</u>
Total non-financial assets	<u>45,857,671</u>	<u>47,095,319</u>
TOTAL NET ASSETS	<u>52,628,326</u>	<u>52,345,510</u>
NET ASSETS IS COMPRISED OF:		
ACCUMULATED SURPLUS (NOTE 9)	52,603,401	51,804,244
ACCUMULATED REMEASUREMENT GAINS	<u>24,925</u>	<u>541,266</u>
	<u>52,628,326</u>	<u>52,345,510</u>

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Statement of Operations and Accumulated Surplus For The Year Ended December 31, 2022

	Budget (Note 14) \$	Actual 2022 \$	Actual 2021 \$
REVENUES			
Property taxation	7,956,374	7,924,329	7,545,357
Taxation from other governments	921,979	738,187	716,440
User charges, licenses, permits	2,698,760	2,771,240	2,404,145
Local improvement levies and development charges	6,372	565,389	548,217
Government transfers:			
Federal	-	970,100	400,000
Provincial	988,424	1,711,653	2,022,517
Other municipalities	1,378,352	1,512,195	1,422,625
Investment income	40,500	225,295	171,344
Penalties and interest on taxes	188,000	177,181	210,715
Other, fines and donations	33,000	13,862	7,326
Gain (loss) on disposal of tangible capital assets	-	(277,075)	(51,959)
Total revenues	<u>14,211,761</u>	<u>16,332,356</u>	<u>15,396,727</u>
EXPENSES			
General government	1,329,061	1,288,669	1,467,408
Fire and police protection	2,484,175	2,491,205	2,477,796
Other protective services	501,206	575,959	590,973
Transportation services	6,056,102	6,048,251	5,618,986
Waterworks and sewer	1,410,637	1,518,733	1,442,624
Garbage collection and disposal	736,008	736,764	671,367
Health services	51,564	48,425	49,051
Recreation and cultural services	1,827,551	1,694,621	1,545,045
Planning and zoning	226,745	205,218	219,267
Agriculture	<u>161,251</u>	<u>925,354</u>	<u>327,169</u>
Total expenses (Note 15)	<u>14,784,300</u>	<u>15,533,199</u>	<u>14,409,686</u>
ANNUAL SURPLUS (DEFICIT)	(572,539)	799,157	987,041
ACCUMULATED SURPLUS, BEGINNING OF YEAR	<u>51,804,244</u>	<u>51,804,244</u>	<u>50,817,203</u>
ACCUMULATED SURPLUS, END OF YEAR (NOTE 9)	<u>51,231,705</u>	<u>52,603,401</u>	<u>51,804,244</u>

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Consolidated Statement of Change in Net Financial Assets
For The Year Ended December 31, 2022**

	Budget (Note 14) \$	Actual 2022 \$	Actual 2021 \$
ANNUAL SURPLUS	(572,539)	799,157	987,041
Acquisition of tangible capital assets	(1,576,368)	(1,576,368)	(2,687,359)
Amortization of tangible capital assets	2,595,587	2,595,587	2,599,782
Proceeds on disposal of tangible capital assets	-	10,450	5,760
Change in inventories and prepaid expenses	-	(69,096)	(15,448)
Loss on disposal of tangible capital assets	-	277,075	51,959
Change in accumulated remeasurement gains	-	(516,341)	72,690
CHANGE IN NET FINANCIAL ASSETS	446,680	1,520,464	1,014,425
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>5,250,191</u>	<u>5,250,191</u>	<u>4,235,766</u>
NET FINANCIAL ASSETS, END OF YEAR	<u><u>5,696,871</u></u>	<u><u>6,770,655</u></u>	<u><u>5,250,191</u></u>

Draft

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Consolidated Statement of Remeasurement Gains and Losses
For The Year Ended December 31, 2022**

	2022	2021
	<u>\$</u>	<u>\$</u>
ACCUMULATED REMEASUREMENT GAINS, BEGINNING OF YEAR	541,266	468,576
Unrealized gains (loss) attributable to investments	(533,078)	72,690
Amounts reclassified to statement of operations through realization of (gain) loss on sale	<u>16,737</u>	<u>-</u>
Change in accumulated remeasurement gains	<u>(516,341)</u>	<u>72,690</u>
ACCUMULATED REMEASUREMENT GAINS, END OF YEAR	<u>24,925</u>	<u>541,266</u>
Accumulated remeasurement gains is comprised of: Investments	<u>24,925</u>	<u>541,266</u>

Draft

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Consolidated Statement of Cash Flows
For The Year Ended December 31, 2022**

	2022	2021
	<u>\$</u>	<u>\$</u>
OPERATING ACTIVITIES		
Annual surplus	799,157	987,041
Add (deduct) items not involving cash:		
Amortization of tangible capital assets	2,595,587	2,599,782
Loss on disposal of investments	16,737	-
Loss (gain) on disposal of tangible capital assets	<u>277,075</u>	<u>51,959</u>
	3,688,556	3,638,782
Change in non-cash assets and liabilities related to operations (Note 15 [b])	<u>475,336</u>	<u>594,085</u>
	<u>4,163,892</u>	<u>4,232,867</u>
INVESTING ACTIVITIES		
Purchase of investments	(3,213,659)	(153,130)
Redemption of investments	<u>165,000</u>	<u>-</u>
	<u>(3,048,659)</u>	<u>(153,130)</u>
CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(1,576,368)	(2,687,359)
Proceeds on disposal of tangible capital assets	<u>10,450</u>	<u>5,760</u>
	<u>(1,565,918)</u>	<u>(2,681,599)</u>
FINANCING ACTIVITIES		
Short-term debt financing issued (repaid) for tangible capital assets	-	(1,250,000)
Long-term debt advances	-	1,250,000
Long-term debt repayment	<u>(235,815)</u>	<u>(204,637)</u>
	<u>(235,815)</u>	<u>(204,637)</u>
NET CHANGE IN CASH	(686,500)	1,193,501
CASH, BEGINNING OF YEAR	<u>6,115,273</u>	<u>4,921,772</u>
CASH, END OF YEAR	<u>5,428,773</u>	<u>6,115,273</u>

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

The Corporation of the Township of Malahide (the "Municipality") is a municipality in the Province of Ontario. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Municipality are prepared by management in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Municipality are as follows:

Reporting Entity

The consolidated financial statements reflect the assets, liabilities, revenues, expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the Municipality and which are owned or controlled by the Municipality.

Consolidated Entities

There are no organizations or local boards that are consolidated in these financial statements.

Proportionate Consolidation

The East Elgin Community Complex, a joint local board with the Town of Aylmer, is consolidated on a proportionate basis. Operation of the facility is shared equally between the two municipalities.

The Aylmer Area Secondary Water Supply System and the Port Burwell Area Secondary Water Supply System have been consolidated on a proportionate basis, based upon the water flow used by the Municipality in proportion to the total water flow provided by the joint boards.

Basis of Accounting

The consolidated financial statements are prepared using the accrual basis of accounting. Revenues are recognized as they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

i) 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 assets are amortized on a straight-line basis over their estimated useful lives as follows:

Transportation infrastructure	20 to 50 years
Water system infrastructure	15 to 100 years
Wastewater infrastructure	50 to 100 years
Land improvements	10 to 50 years
Buildings	10 to 95 years
Machinery and equipment	2 to 10 years
Vehicles	7 to 20 years

Amortization begins the first month of the year following the year the asset is placed in service and continues to the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as revenue.

iii) Inventories

Inventories held for consumption are recorded at the lower of cost and replacement cost.

iv) Works of art and cultural and historic assets

Works of art and cultural and historic assets are not recorded as assets in these financial statements.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Revenue

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used in the conduct of certain programs, in the completion of specific work. In addition, certain user charges and fees which have been collected but for which the related services have yet to be performed. Revenue is recognized in the period when the related expense are incurred, services preformed.

Accounting for County and School Board Transactions

Although the Municipality collects taxation on behalf of the County of Elgin and the School Boards, the taxation, other revenues, expenses, assets and liabilities with respect to the operations of the County and the school boards are not reflected in these financial statements.

Government Transfers

Government transfers are recognized in the consolidated financial statements as revenues in the financial period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met including performance and return requirements, and reasonable estimates of the amounts can be determined. Any amount received but restricted is recorded as deferred revenue in accordance with Section 3100 of the Public Sector Accounting Handbook and recognized as revenue in the period in which the resources are used for the purpose specified.

In addition, the Municipality periodically receives senior government capital funding in the form of infrastructure grants and receives ongoing funding from both senior levels of government as a result of an allocation of the gas tax funds.

Employee Benefit Plans

The Municipality accounts for its participation in the Ontario Municipal Employees Retirement System (OMERS), a multi-employer public sector pension fund, as a defined contribution plan. The OMERS plan specifies the retirement benefits to be received by the employees based on length of service and rates of pay. Employee benefits include post employment benefits. Post employment benefits are subject to actuarial valuations and are accrued in accordance with the projected benefit method, prorated on service and management's best estimate of salary escalation and retirement ages of employees. Any actuarial gains and losses related to past service of employees are amortized over the expected average remaining service period.

CORPORATION OF THE TOWNSHIP OF MALAHIDE**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**Tax Revenues**

In 2022 the Municipality received \$8,662,516 (2021 - \$8,261,797) in property tax revenues for municipal purposes. The authority to levy and collect property taxes is established under the Municipal Act 2001, the Assessment Act, the Education Act, and other legislation.

The amount of the total annual property tax levy is determined each year through Council's approval of the annual budget. Municipal tax rates are set annually by Council for each class or type of property, in accordance with legislation and Council-approved policies, in order to raise the revenue required to meet operating budget requirements. Education tax rates are established by the Province each year in order to fund costs of education on a Province-wide basis.

Taxation revenues are recorded at the time billings are issued. Additional property tax revenue can be added throughout the year, related to new properties that become occupied, or that become subject to property tax, after the return of the annual assessment roll used for billing purposes. The Municipality may receive supplementary assessment rolls over the course of the year from MPAC that identify new or omitted assessments. Property taxes for these supplementary/omitted amounts are then billed according to the approved tax rate for the property class.

Taxation revenues in any year may also be reduced as a result of reductions in assessment value rising from assessment and/or tax appeals. Each year, an amount is identified to cover the estimated amount of revenue loss attributable to assessment appeals, tax appeals or other deficiencies in tax revenue (e.g. uncollectible amounts, write-offs, etc.).

Investment Income

Investment income consists of interest, dividends and realized gains or losses on sale of investments is recognized as revenue in the period when it is earned. Unrealized gains and losses on investments are recognized in the accumulated remeasurement gains and losses until settlement. Once realized, these gains and losses are recognized as revenue or expenses in the consolidated statement of operations. When required by funding government or related Act, investment income earned on deferred revenue is added to the investment and forms part of the deferred revenue balance.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Valuation of financial assets and liabilities

The Municipality's financial assets and liabilities are measured as follows:

- [i] Cash at fair value
- [ii] Portfolio investments at fair value
- [iii] Accounts receivable at amortized cost
- [iv] Accounts payable and accrued liabilities at amortized cost
- [v] Debt at amortized cost

Unrealized gains and losses from changes in the fair value of financial instruments are recognized in the consolidated statement of remeasurement gains and losses. When the restricted nature of a financial instrument and any related changes in fair value create a liability, unrealized gains and losses are recognized as deferred revenue.

All financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the consolidated statement of operations.

For financial instruments measure using amortized cost, the effective interest rate method is used to determine interest revenue or expenses. Transaction costs are a component of cost for financial instruments measured using cost or amortized costs. Transaction costs are expensed for financial instruments measured at fair value. Investment management fees are expensed as incurred. The purchase and sale of cash equivalents and portfolio investments are accounted for using trade-date accounting. The Municipality does not use foreign currency contracts or any other type of derivative financial instruments of trading or speculative purposes.

Environmental Provisions and Contaminated Sites

The Municipality may be exposed to litigation or other costs of remediation due to contaminated properties in its jurisdiction. A liability for remediation is recognized in the financial statements when an environmental standard exists, contamination exceeds the standard, the government is responsible for the remediation and a reasonable estimate of the liability can be made. As at December 31, 2022 there were no properties that the Municipality was responsible to remedy and as such no liability has been accrued.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of consolidated financial statements in conformity with Canadian accounting standards for public sector entities requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. In addition, the Municipality's implementation of the Public Sector Accounting Handbook PS3150 has required management to make estimates of historical cost and useful lives of tangible capital assets. These estimates and assumptions are based on the best information and judgment and may differ significantly from actual results.

2. INVESTMENTS

Investments are comprised of the following:

	2022		2021	
	<u>\$</u> <u>Cost</u>	<u>\$</u> <u>Market</u>	<u>\$</u> <u>Cost</u>	<u>\$</u> <u>Market</u>
One pooled bond securities funds	4,178,605	3,902,615	2,848,099	2,831,311
One pooled equity securities funds	2,654,855	2,971,605	1,134,880	1,692,937
Consolidated - One pooled bond	180,505	165,609	-	-
	<u>7,013,465</u>	<u>7,039,829</u>	<u>3,982,979</u>	<u>4,524,248</u>

During the year, the Municipality earned \$182,723 (2021 - \$153,130) of income in the investments and reported unrealized gain (loss) of (\$533,078) (2021 - \$72,690) on the schedule of remeasurement gains (losses) and a realized gain (loss) of (\$16,737) (2021 - \$nil) on the statement of operations.

All of the above investments are valued as Level 1 investments. The investments are valued based on the degree to which the fair value is observable, 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).

CORPORATION OF THE TOWNSHIP OF MALAHIDE**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

3. FINANCIAL INSTRUMENT RISKSRisks and Concentrations

The Municipality is exposed to various risks through its financial instruments. The following analysis provides a measure of the Municipality's risk exposure and concentrations at the balance sheet date.

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 Municipality is mainly exposed to interest and price risk.

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 Municipality is exposed to interest rate risk on its fixed rate long-term debt. As the interest rates are fixed the Municipality doesn't believe that interest rate risk is a significant risk.

Price Risk

Price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market. The Municipality is exposed to price risk through its investments in quoted One Fund investments. The following details the Municipality's portfolio sensitivity to a 1.0% increase or decrease in the market prices. At December 31, 2022, if market prices had a 1% increase or decrease with all other variables remaining the same the increase or decrease in accumulated remeasurement gains and losses on the investments for the year would have totaled \$68,700 (2021 - \$45,200).

It is management's opinion that the Municipality is not exposed to significant currency risk.

Liquidity Risk

Liquidity risk is the risk that a Municipality will encounter difficulty in meeting obligations associated with financial liabilities. The Municipality is exposed to this risk mainly in respect of its accounts payable, accrued liabilities and long-term debt. The Municipality doesn't believe that liquidity risk is a significant risk.

CORPORATION OF THE TOWNSHIP OF MALAHIDE**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

3. FINANCIAL INSTRUMENT RISKS (CONTINUED)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 Municipality's main credit risks relate to its accounts receivable and taxes receivable. The Municipality manages this risk by monitoring active receivable balances and forces tax sale on properties considered unrecoverable.

At year end, the Municipality had approximately \$308,000 (2021 - \$111,000) in accounts receivable over 90 days of which the Municipality has deemed no allowance is necessary. The balances of taxes and utility receivables (water and sewer) are normally collectible from the property owner and the Municipality is able to force tax sale on properties to recover. In some instances the property owner may challenge property values which will in impact future recovery of taxes and potential repayments to the property owners. The Municipality actively monitors these assessment challenges and provides provisions when reasonable estimates can be made. At year end the Municipality has provided an allowance of \$nil (2021 - \$nil) for these assessment challenges and \$10,303 (2021 - \$168,934) in potential uncollectible tax assessments.

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CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

4. TAXES RECEIVABLE

	2022	2021
	<u>\$</u>	<u>\$</u>
Current taxes receivable	570,831	664,356
Arrears taxes receivable	495,551	850,731
Penalties and interest	117,166	190,600
Allowance for doubtful accounts	<u>(10,303)</u>	<u>(168,934)</u>
	<u>1,173,245</u>	<u>1,536,753</u>

The Municipality makes annual estimates and allowances for potential exposure to property tax appeals, reassessments, environmental and collection issues. Included in the taxes receivable is approximately \$nil (2021 - \$600,000) of taxes, penalties and interest that is due from specific gas pipeline properties that are under going various appeals and financial restructuring. The Municipality's estimated it's exposure to loss on these balances is to be between 25% to 30% if it is determined that nothing is recoverable from these properties, but these arrears amounts were fully collected during the year.

5. ACCOUNTS RECEIVABLE

	2022	2021
	<u>\$</u>	<u>\$</u>
Accounts receivable - trade and other	521,620	331,359
Government grants and funding - municipal, provincial, federal	348,284	1,282,099
Water and sewer receivables	306,513	270,994
Government remittances	<u>172,460</u>	<u>202,070</u>
	<u>1,348,877</u>	<u>2,086,522</u>

6. TEMPORARY ADVANCES

The Municipality has available \$3,025,000 of short-term financing, with interest at a variable rate, for specific capital asset purchases with the Royal Bank of Canada. At year end, the balance drawn on this facility was \$nil (2021 - \$nil).

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

7. TANGIBLE CAPITAL ASSETS

December 31, 2022

Cost	Opening	Additions	Disposals and Adjustments	Ending
<u>Infrastructure</u>				
Transportation infrastructure	46,369,796	889,616	(223,497)	47,035,915
Water system infrastructure	5,360,039	3,897	-	5,363,936
Wastewater system infrastructure	3,969,627	-	-	3,969,627
Infrastructure Total	55,699,462	893,513	(223,497)	56,369,478
<u>General</u>				
Land	747,882	-	-	747,882
Land improvements	4,818,399	44,582	(8,605)	4,854,376
Buildings	15,482,143	25,685	-	15,507,828
Machinery and equipment	3,166,673	116,424	(63,037)	3,220,060
Vehicles	6,490,064	362,571	(188,307)	6,664,328
General Total	30,705,161	549,262	(259,949)	30,994,474
Work in Progress	236,442	133,593	(194,885)	175,150
Total Cost	86,641,065	1,576,368	(678,331)	87,539,102

Accumulated Amortization

	Opening	Amortization	Disposals and Adjustments	Ending
<u>Infrastructure</u>				
Transportation infrastructure	25,368,931	1,297,348	(135,590)	26,530,689
Water system infrastructure	1,724,693	90,120	-	1,814,813
Wastewater system infrastructure	821,225	48,981	-	870,206
Infrastructure Total	27,914,849	1,436,449	(135,590)	29,215,708
<u>General</u>				
Land improvements	1,701,615	121,074	(3,872)	1,818,817
Buildings	4,649,535	406,032	(188,307)	4,867,260
Machinery and equipment	1,967,472	328,193	(63,037)	2,232,628
Vehicles	3,493,946	303,839	-	3,797,785
General Total	11,812,568	1,159,138	(255,216)	12,716,490
Total Accumulated Amortization	39,727,417	2,595,587	(390,806)	41,932,198

Net Book Value

	Opening	Ending
<u>Infrastructure</u>		
Transportation infrastructure	21,000,865	20,505,226
Water system infrastructure	3,635,346	3,549,123
Wastewater system infrastructure	3,148,402	3,099,421
	27,784,613	27,153,770
<u>General</u>		
Land	747,882	747,882
Land improvements	3,116,784	3,035,559
Buildings	10,832,608	10,640,568
Machinery and equipment	1,199,201	987,432
Vehicles	2,996,118	2,866,543
	18,892,593	18,277,984
Work in progress	236,442	175,150
Total Net Book Value	46,913,648	45,606,904

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

7. TANGIBLE CAPITAL ASSETS (CONTINUED)

December 31, 2021				
Cost	Opening	Additions	Disposals and Adjustments	Ending
<u>Infrastructure</u>				
Transportation infrastructure	45,568,100	1,054,500	(252,804)	46,369,796
Water system infrastructure	5,360,039	-	-	5,360,039
Wastewater system infrastructure	3,969,627	-	-	3,969,627
Infrastructure Total	54,897,766	1,054,500	(252,804)	55,699,462
<u>General</u>				
Land	747,882	-	-	747,882
Land improvements	4,811,436	13,982	(7,019)	4,818,399
Buildings	14,168,582	1,313,561	-	15,482,143
Machinery and equipment	3,050,446	183,332	(67,105)	3,166,673
Vehicles	6,365,814	124,250	-	6,490,064
General Total	29,144,160	1,635,125	(74,124)	30,705,161
Work in progress	238,708	23,749	(26,015)	236,442
Total Cost	84,280,634	2,713,374	(352,943)	86,641,065

Accumulated Amortization	Opening	Amortization	Disposals and Adjustments	Ending
<u>Infrastructure</u>				
Transportation infrastructure	24,214,430	1,353,428	(195,927)	25,368,931
Water system infrastructure	1,624,470	100,223	-	1,724,693
Wastewater system infrastructure	781,656	39,669	-	821,225
Infrastructure Total	26,617,456	1,493,320	(195,927)	27,914,849
<u>General</u>				
Land improvements	1,572,012	136,622	(7,019)	1,701,615
Buildings	4,301,928	347,607	-	4,649,535
Machinery and equipment	1,809,178	224,557	(66,263)	1,967,472
Vehicles	3,096,270	397,676	-	3,493,946
General Total	10,779,388	1,106,462	(73,282)	11,812,568
Total Accumulated Amortization	37,396,844	2,599,782	(269,209)	39,727,417

Net Book Value	Opening	Ending
<u>Infrastructure</u>		
Transportation infrastructure	21,356,670	21,000,865
Water system infrastructure	3,735,569	3,635,346
Wastewater system infrastructure	3,188,071	3,148,402
	28,280,310	27,784,613
<u>General</u>		
Land	747,882	747,882
Land improvements	3,239,424	3,116,784
Buildings	9,866,654	10,832,608
Machinery and equipment	1,241,268	1,199,201
Vehicles	3,269,544	2,996,118
	18,364,772	18,892,593
Work in progress	238,708	236,442
Total Net Book Value	46,883,790	46,913,648

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

8. NET LONG-TERM LIABILITIES

- a) The balance of net long-term liabilities reported on the Consolidated Statement of Financial Position consists of the following:

	2022	2021
	<u>\$</u>	<u>\$</u>
Total long-term liabilities incurred by the Municipality and outstanding at the end of the year	3,375,520	3,617,007
Tile drainage loans assumed by the individual	<u>(6,011)</u>	<u>(11,683)</u>
Total long-term liabilities at the end of the year	<u>3,369,509</u>	<u>3,605,324</u>

- b) Principal repayments are summarized as follows:

	Development Charges	Tax Revenue	User Charges	Total
2023	113,927	130,151	-	244,078
2024	113,927	138,710	-	252,637
2025	113,927	138,890	-	252,817
2026	69,776	82,476	-	152,252
2027	69,776	87,252	-	157,028
Beyond	<u>837,312</u>	<u>1,473,385</u>	<u>-</u>	<u>2,310,697</u>
Total	<u>1,318,645</u>	<u>2,050,864</u>	<u>-</u>	<u>3,369,509</u>

- c) Interest rates range from 2.74% to 4.06%. Interest expense on long-term liabilities in 2022 amounted to \$113,027 (2021 - \$106,989).
- d) The Municipality is contingently liable for municipal debt with respect to tile drainage loans. The total amount outstanding as at December 31, 2022 is \$6,011 (2021 - \$11,683) and is not recorded on the Consolidated Statement of Financial Position.
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CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

9. ACCUMULATED SURPLUS

The accumulated surplus consists of individual fund surplus and reserves as follows:

	2022 \$	2021 \$
SURPLUS		
General revenue fund	291,127	223,023
Consolidated water boards reserves	795,787	658,527
Consolidated East Elgin Community Centre Complex reserve	81,547	67,154
Benefiting land owners	(726,851)	(413,045)
Invested in tangible capital assets	45,606,904	46,913,648
Cemetery care and maintenance	7,261	7,261
Funded (unfunded) capital projects	(96,327)	(96,327)
Reserves	<u>10,013,462</u>	<u>8,049,327</u>
	55,972,910	55,409,568
AMOUNTS TO BE RECOVERED		
Net long-term debt	<u>(3,369,509)</u>	<u>(3,605,324)</u>
ACCUMULATED SURPLUS	<u>52,603,401</u>	<u>51,804,244</u>
RESERVES		
Reserves set aside for specific purposes by council:		
Working capital	1,314,038	856,775
Contingencies	417,572	32,409
Roadway purposes	224,774	1,233,815
Water and sewer purposes	1,247,361	1,079,192
Asset replacement purposes	6,445,927	3,283,731
Other municipal services	<u>363,790</u>	<u>1,563,405</u>
Total reserves	<u>10,013,462</u>	<u>8,049,327</u>

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CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

10. DEFERRED REVENUE - OBLIGATORY RESERVE FUNDS

A requirement of the public sector accounting principles of the Chartered Professional Accountants of Canada, is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds of the Municipality are summarized below:

	2022	2021
	<u>\$</u>	<u>\$</u>
Development charges and parkland	654,820	652,201
Canada Community Building Fund	1,033,744	725,731
Building department funds	637,528	606,677
Other	<u>195,222</u>	<u>383,828</u>
	<u><u>2,521,314</u></u>	<u><u>2,368,437</u></u>

11. PENSION AGREEMENTS

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year, an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits the members have earned to date. The most recent actuarial valuation of the Plan was conducted December 31, 2022, and the results of this valuation disclosed actuarial liabilities of \$128.8 billion in respect of benefits accrued for service with actuarial assets at that date of \$122.1 billion leaving an actuarial deficit of \$6.7 billion.

Since any surpluses or deficits are a joint responsibility of all Ontario municipalities and their employees, the Municipality does not recognize any share of the OMERS Pension surplus or deficit in these consolidated financial statements.

The amount contributed to OMERS for 2022 was \$244,000 (2021 - \$245,000).

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

12. OPERATIONS OF THE SCHOOL BOARDS AND COUNTY OF ELGIN

During 2022, requisitions were made by the School Boards and the County of Elgin requiring the Municipality to collect taxes and payments in lieu of property taxes on their behalf. The amounts collected and remitted are summarized below:

	School Boards \$	County \$
Taxation	2,107,539	7,399,492
Share of payments in lieu of taxes	<u>35,818</u>	<u>660,696</u>
Amounts requisitioned	<u>2,143,357</u>	<u>8,060,188</u>

13. CONTINGENT LIABILITIES

From time to time, the Municipality is subject to claims and lawsuits that arise in the ordinary course of business. These claims may be covered by the Municipality's insurance up to a maximum amount per occurrence. In the opinion of management, any litigation, if successful would not have a material impact on the financial position of the Municipality.

Estimated costs to settle claims are based on available information and projections of estimated future expenses developed based on the Municipality's historical experience. Claims are reported as an operating expense in the year of the loss, where the costs are deemed to be likely and can be reasonably determined. Claim provisions are reported as a liability in the consolidated statement of financial position.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

14. BUDGET FIGURES

The operating budget approved by the council of the Municipality for 2022 is reflected on the consolidated statement of operations. Budget figures have been reclassified for the purposes of these financial statements to comply with PSAB reporting requirements. These adjustments include reserve transfers, capital expenditures, amortization and debt financing and repayment.

	Approved Budget \$	Adjustments \$	PSAB Budget \$
REVENUES			
Property taxation	7,956,374	-	7,956,374
Taxation from other governments	921,979	-	921,979
User charges	2,071,715	627,045	2,698,760
Local improvement levies	6,372	-	6,372
Government transfers			
Provincial	988,424	-	988,424
Other municipalities	1,105,848	272,504	1,378,352
Investment income	40,500	-	40,500
Penalties and interest on taxes	188,000	-	188,000
Other	33,000	-	33,000
Reserve transfers and long-term debt proceeds	<u>254,139</u>	<u>(254,139)</u>	<u>-</u>
Total revenues	<u>13,566,351</u>	<u>645,410</u>	<u>14,211,761</u>
EXPENSES			
General government	2,934,104	(1,605,043)	1,329,061
Fire and police protection	2,188,328	295,847	2,484,175
Other protective services	552,040	(50,834)	501,206
Transportation services	4,449,660	1,606,442	6,056,102
Waterworks and sewers	1,332,680	77,957	1,410,637
Garbage collection and disposal	736,008	-	736,008
Health services	51,564	-	51,564
Recreation and cultural services	954,157	873,394	1,827,551
Planning and zoning	212,735	14,010	226,745
Agriculture	<u>155,075</u>	<u>6,176</u>	<u>161,251</u>
Total expenses	<u>13,566,351</u>	<u>1,217,949</u>	<u>14,784,300</u>
BUDGETED ANNUAL SURPLUS	<u>-</u>	<u>(572,539)</u>	<u>(572,539)</u>

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

15. SUPPLEMENTARY INFORMATION:

	2022	2021
	<u>\$</u>	<u>\$</u>
[a] Current fund expenditures by object:		
Contracted services	5,440,536	4,530,048
Salaries, wages and employee benefits	4,278,940	4,260,153
Amortization	2,595,587	2,599,782
Materials	2,940,499	2,752,836
Transfer to others	164,610	159,878
Long-term debt interest	113,027	106,989
	<u>15,533,199</u>	<u>14,409,686</u>

[b] Change in non-cash assets and liabilities related to operations:

Taxes receivable	363,508	13,063
Accounts receivable	737,645	(144,878)
Inventories and prepaid expenses	(69,096)	(15,448)
Accounts payable and accrued liabilities	(709,598)	282,162
Deferred revenue - obligatory reserve funds	152,877	459,186
	<u>475,336</u>	<u>594,085</u>

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Notes to the Consolidated Financial Statements For The Year Ended December 31, 2022

16. SEGMENTED INFORMATION

The Municipality is a diversified municipal government institution that provides a wide range of services to its citizens, including contract police services, fire, roads, community services, water and sewer. For management reporting purposes the Municipality's operations and activities are organized and reported by Fund. Funds were created for the purpose of recording specific activities to attain certain objectives in accordance with special regulations, restrictions or limitations.

The Municipality services are provided by departments and their activities are reported in these funds. Certain departments that have been separately disclosed in the segmented information, along with the services they provided, are as follows:

General government

General government is comprised of municipal council, corporate management and program support.

Protection services

Protection services are comprised of the fire, police, conservation authority, building inspection and animal control, emergency measures and provincial offences.

Transportation services

Transportation services are comprised of roads, bridges, winter control, parking and street lighting.

Environmental services

Environmental services are comprised of the provision of safe drinking water, the collection and treatment of waste water and waste collection, disposal and recycling.

Health services

Health services are comprised of public health services and cemeteries.

CORPORATION OF THE TOWNSHIP OF MALAHIDE**Notes to the Consolidated Financial Statements
For The Year Ended December 31, 2022**

16. SEGMENTED INFORMATION (CONTINUED)**Recreation and cultural services**

Recreation and cultural services are comprised of parks, recreation programs, recreation and community facilities, and cultural services.

Planning and development

Planning and development is comprised of planning and zoning, commercial and industrial development, economic development and tourism, and agricultural and reforestation.

For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. The General Revenue Fund reports on municipal services that are funded primarily by taxation such as property and business tax revenues. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on the Fund's net surplus. Certain government transfers, transfer from other funds, and other revenues have been apportioned based on a percentage of budgeted expenses.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in Note 1. For additional information see the Consolidated Schedule of Segment Disclosure.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Consolidated Schedule of Segment Disclosure
For The Year Ended December 31, 2022**

	General Government \$	Protection Services \$	Transportation Services \$	Environmental Services \$	Health Services \$	Recreation Services \$	Planning and Development Services \$	Total \$
REVENUES								
Taxation and local improvements	2,668,259	1,235,193	3,411,591	119,734	49,564	863,365	314,810	8,662,516
Sales of services and regulatory fees	77,092	94,190	56,234	2,152,055	1,175	366,036	24,459	2,771,241
Government transfers	983,532	38,214	2,723,546	131,217	-	272,504	44,935	4,193,948
Other	390,522	8,207	-	275,349	-	-	307,648	981,726
Gain (loss) on disposal of tangible capital assets	-	-	(277,075)	-	-	-	-	(277,075)
	<u>4,119,405</u>	<u>1,375,804</u>	<u>5,914,296</u>	<u>2,678,355</u>	<u>50,739</u>	<u>1,501,905</u>	<u>691,852</u>	<u>16,332,356</u>
EXPENSES								
Salaries, wages and employees benefits	996,884	812,720	1,545,314	120,586	1,432	518,409	283,595	4,278,940
Long-term debt interest	-	67,082	622	-	-	44,622	701	113,027
Materials	113,375	352,494	1,540,714	154,471	30,692	724,605	24,148	2,940,499
Contracted services, rents and financial	145,098	1,246,303	1,367,002	1,756,515	15,694	107,982	801,942	5,440,536
External transfers	-	164,610	-	-	-	-	-	164,610
Amortization	<u>33,312</u>	<u>423,955</u>	<u>1,594,600</u>	<u>223,924</u>	<u>607</u>	<u>299,003</u>	<u>20,186</u>	<u>2,595,587</u>
	<u>1,288,669</u>	<u>3,067,164</u>	<u>6,048,252</u>	<u>2,255,496</u>	<u>48,425</u>	<u>1,694,621</u>	<u>1,130,572</u>	<u>15,533,199</u>
ANNUAL SURPLUS (DEFICIT)	<u>2,830,736</u>	<u>(1,691,360)</u>	<u>(133,956)</u>	<u>422,859</u>	<u>2,314</u>	<u>(192,716)</u>	<u>(438,720)</u>	<u>799,157</u>

CORPORATION OF THE TOWNSHIP OF MALAHIDE

**Consolidated Schedule of Segment Disclosure
For The Year Ended December 31, 2021**

	General Government \$	Protection Services \$	Transportation Services \$	Environmental Services \$	Health Services \$	Recreation Services \$	Planning and Development Services \$	Total \$
REVENUES								
Taxation and local improvements	820,493	2,381,503	3,297,105	583,975	42,734	848,286	287,701	8,261,797
Sales of services and regulatory fees	9,331	101,225	20,325	2,006,309	-	224,892	42,063	2,404,145
Government transfers	1,055,399	30,694	2,101,462	318,660	-	287,525	51,402	3,845,142
Other	378,159	2,375	-	283,795	-	3,211	270,062	937,602
Gain (loss) on disposal of tangible capital assets	-	-	(51,959)	-	-	-	-	(51,959)
	<u>2,263,382</u>	<u>2,515,797</u>	<u>5,366,933</u>	<u>3,192,739</u>	<u>42,734</u>	<u>1,363,914</u>	<u>651,228</u>	<u>15,396,727</u>
EXPENSES								
Salaries, wages and employees benefits	1,136,421	758,702	1,575,081	121,353	4,485	422,191	241,920	4,260,153
Long-term debt interest	-	70,955	837	-	-	34,175	1,022	106,989
Materials	145,306	387,372	1,280,439	149,139	25,250	675,391	89,939	2,752,836
Contracted services, rents and financial	154,868	1,256,554	1,113,483	1,677,671	18,709	114,936	193,827	4,530,048
External transfers	-	159,878	-	-	-	-	-	159,878
Amortization	<u>30,813</u>	<u>435,308</u>	<u>1,649,145</u>	<u>165,827</u>	<u>607</u>	<u>298,352</u>	<u>19,730</u>	<u>2,599,782</u>
	<u>1,467,408</u>	<u>3,068,769</u>	<u>5,618,985</u>	<u>2,113,990</u>	<u>49,051</u>	<u>1,545,045</u>	<u>546,438</u>	<u>14,409,686</u>
ANNUAL SURPLUS (DEFICIT)	<u>795,974</u>	<u>(552,972)</u>	<u>(252,052)</u>	<u>1,078,749</u>	<u>(6,317)</u>	<u>(181,131)</u>	<u>104,790</u>	<u>987,041</u>



Report to Council

REPORT NO.: PW-23-37
DATE: June 15, 2023
ATTACHMENT: None
SUBJECT: **MALAHIDE COMMUNITY PLACE CONCESSION BOOTH UPDATE**

Recommendation:

THAT Report No. PW-23-37 entitled “Malahide Community Place Concession Booth Update” be received.

Background:

At the regular Council Meeting held on June 1st, 2023, Council requested an update on the status of the Concession Booth at the Malahide Community Place.

The Concession currently is not being run since the previous contractor decided to retire and not renew the lease agreement.

All leagues / associations that use the ball diamonds at the Malahide Community Place are aware of the Concession not being open and have passed this along to their coaches / opponents.

Comments/Analysis:

With this, the Facilities Manager put out an “Expression of Interest” that closed on April 20th, 2023. This Expression of Interest was sent directly to 3 parties that were potential contractors and then advertised in the newspaper and on social media. After the closing on April 20th the Township received zero (0) Expressions of Interest.

Following this, the Facilities Manager had a discussion the following week with two of the parties that it was directly sent to just to get feedback and both parties replied they didn't have enough staffing to make the commitment to running it based on their current

businesses but would spread the word to see if they knew anyone that would want to do it.

On May 15th the Facilities Manager was contacted by an individual who was interested in potentially running the concession, this person was directed to the Facilities Manager through a conversation with one of the Conveners of the Adult Friday night league that plays in Springfield. After a visit on May 17th and a discussion with this individual they too said they didn't have time or staff for the full commitment of it.

Another individual contacted the Facility Manager on June 6th to inquire about the concession. They visited on June 7th and the Facility Manager is just waiting to hear back on their intentions.

Based on all of these comments and the hiring of staff to accommodate summer volume at Township-run facilities, and while waiting to hear back from the last individual, the Facility Manager is putting together a plan to run the concession using current Building Attendant Staff. The plan will involve a limited offering at the concession consisting of drinks (water, pop, sports drinks, etc.), freezies and packaged snacks (such as candy bars, gummies, popcorn, sunflower seeds, muffins, etc.). All items that do not require additional certification for staff or facilities from the Health Unit.

Financial Implications to Budget:

If the booth isn't operated by a 3rd party (preferred), the alternative solution proposed of utilizing MCP Building Attendant Staff is not contemplated in the current 2023 budget. If pursued, it is unknown what the expected costs will be. Two factors include: availability of Building Attendant Staff to keep it open; and, the amount of actual revenues / losses.

Total cost for the Township operating the Concession itself is estimated at between \$5500 - \$6000, this covers roughly \$4900 in added labour (avg. 21 hrs. per week for 15 weeks and a \$800 - \$1000 start-up stocking cost).

If the alternative solution is needed, it should be pursued on a trial basis for the remainder of this summer ball season only, with an assessment provided to Council in the fall, including options for next year.

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Our Community" Strategic Pillar relates to "Promote Community Development". By providing services such as the concession either with local business or internally, the Council is able to achieve this goal.

Submitted by:	Approved by:
Chris Cox <u>Facilities Manager</u>	Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: PW-23-40
DATE: June 15, 2023
ATTACHMENT: None
SUBJECT: COUNTY ROAD MAINTENANCE AGREEMENT

Recommendation:

THAT Report No. PW-23-40 entitled “County Road Maintenance Agreement” be received;

AND THAT Council approve, in principle, the County Road Maintenance agreement as amended and as attached to this Report, and authorize staff to request the County to prepare the finalized agreement based on the amended version.

Background:

This report seeks Council's approval in principle for the amended County Road Maintenance agreement, attached to this report, and direct staff to request County Staff to craft the final agreement for adoption. Note the attached agreement has been drafted for Central Elgin and was used as the source document; finalized versions will be created for each Municipality.

Comments/Analysis:

The local municipalities and the County have been working collaboratively to update the existing County Road Maintenance agreement. While major pillars of the agreement remain unchanged, the proposed alterations will influence how the Township completes work under the agreement. Changes to the agreement include.

In addition to staff review, a third-party legal review has been completed on behalf of all the local municipalities, resulting in minor revisions to ensure legal compliance and clarity. Once approved in principle the County will need to finalize schedules, road

classifications, and reimbursement rates for each local Municipality, at which point Council can approve the final agreement.

The Township's previous (now resigned) Director of Public Works was closely involved throughout the drafting of this agreement.

The Township CAO recommends Council approve this County Road Maintenance agreement, as amended, in principle and request the County to prepare the finalized agreement for approval. This collaborative effort between the local municipalities and the County, will ensure efficient service delivery and foster transparency in road maintenance operations for the benefit of our local and broader community.

Financial Implications to Budget:

It is anticipated that financial reimbursement from the County will remain in alignment with the previous agreement subject to CPI increases.

Submitted and Approved by:
Adam Betteridge, Chief Administrative Officer

COUNTY ROADS MAINTENANCE AGREEMENT

THIS AGREEMENT made effective, in quadruplicate, as of the 1st day of January, 2023.

B e t w e e n:

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

- a) The County has, by by-law, established certain roads or public highways located within its boundaries and, further thereto, incorporated such roads, highways, and related bridge facilities into its arterial road system;
- b) The Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter the "Municipal Act"), permits a municipality to enter into agreements for the joint management and operation of, among other things, a road system;
- c) By Order made by Allan Leach, Minister of Municipal Affairs and Housing on May 15, 1997 and effective January 1, 1998, the responsibility for among other things, maintenance of the County road system was transferred from the County to lower-tier municipalities;
- d) The County and the Municipality as identified above have reached agreement as to the terms by which the Municipality shall undertake such maintenance responsibilities in respect of roads, highways, and related bridge, culvert, and drainage facilities incorporated in the County road system and which are located within the boundaries of the Municipality;

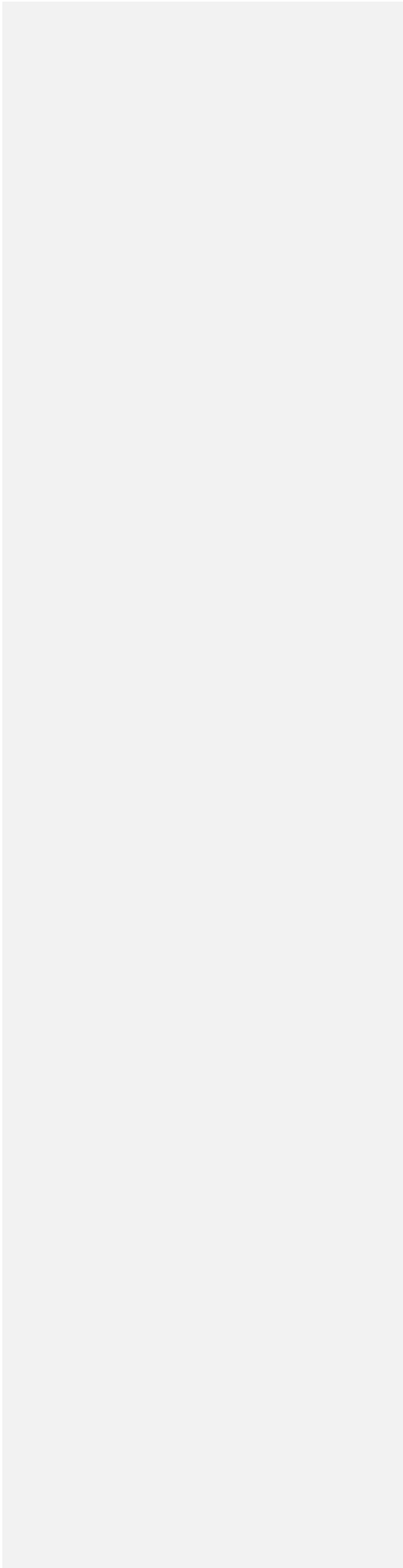
NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors, and assigns as follows:

1.0 General

Guiding Principles

- 1.1 For purposes of interpretation and implementation of the provisions of this Agreement, the parties hereto agree that the guiding principles of such provisions include but are not necessarily limited to the following:
 - (i) The Municipality shall deliver the Services contemplated by this Agreement to the standards outlined herein, including, when and where applicable, to the then current minimum maintenance standards as established by the Province of Ontario, currently as prescribed in O.Reg. 239/02, as amended, entitled "Minimum Maintenance Standards for

Municipal Highways” as may be further amended, updated, and/or replaced.



- (ii) The Municipality shall deliver the Services contemplated by this Agreement to the applicable standards as outlined herein, irrespective of annual operating cost fluctuations.
- (iii) The Municipality shall have the discretion and flexibility to perform the Services contemplated by this Agreement utilizing any service delivery method or methods it chooses, so long as the standards outlined herein are satisfied.
- (iv) The annual compensation payable to the Municipality as contemplated by this Agreement is intended to provide fair, reasonable, and sufficient payment for the anticipated average costs of road maintenance and repair Services to be delivered by the Municipality during an average calendar year.
- (v) The Municipality will be entitled to receive the full amount of annual compensation as contemplated by this Agreement, irrespective of annual operating cost fluctuations.
- (vi) In its discretion, the Municipality shall have and exercise financial control over annual compensation contemplated by and received under this Agreement, including the ability to appropriate all or any part of such compensation to municipal operations and/or resources as it chooses or deems reasonable.

Schedules

1.2 The following schedules are attached to and shall form part of this Agreement:

- (i) Schedule "A" referred to as a detailed description of roads and bridge/culvert/drainage facilities for which maintenance/repair services are required in the Municipality;
- (ii) Schedule "B" referred to as a sketch identifying location of relevant County roads and bridge/culvert/drainage facilities in the Municipality;
- (iii) Schedule "C", referred to as Scope of Services;
- (iv) Schedule "D" referred to as Monthly Invoice Format;
- (v) Schedule "E" referred to as Payment Schedule;
- (vi) Schedule "F" referred to as Quarterly Road Works Report (Municipality to County) Format;
- (vii) Schedule "G" referred to as Year-End Financial Statement (Municipality to County) Format;
- (viii) Schedule "H" referred to as the Winter Road Salt Use and Winter Control Operations Questionnaire Format;
- (ix) Schedule "I" referred to as Quarterly Inspection Report (County to Municipality) Format;
- (x) Schedule "J-1" referred to as Terms of Reference - Operations Committee; and,
- (xi) Schedule "J-2" referred to as Terms of Reference - Governance Committee.

For purposes of clarity and with respect to Schedule "C" (including the appendix thereto) above, it is agreed and acknowledged that the obligations, duties, requirements, and standards hereunder must be read and interpreted in conjunction with the complete text of this Agreement, including but not limited to s. 1.1 above as well as established principles of contract interpretation.

2.0 Definitions

2.1 For purposes of this Agreement,

- 2.1.1 "Road", "County Road", or "Road Allowance" shall have identical meaning and shall include that area of land comprising and recognized as a public road allowance at law, including but not limited to the travelled and untravelled portions of any road, highway, street or public right-of-way.
- 2.1.2 "County Superintendent" shall mean the County Engineer for the Corporation of the County of Elgin or his or her designate or designates.
- 2.1.3 "Municipal Superintendent" shall mean the Manager of Public Works for the The Corporation of The Municipality of Central Elgin or his or her designate or designates.

2.1.3 2.1.4 "Services" shall mean all of the maintenance and repair services required to be performed by the Municipality pursuant to this Agreement.

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3.0 Term

- 3.1 The parties agree that this Agreement shall come into effect as of on the 1st day of January, 2023, which date shall hereinafter be referred to as the "eCommencement dDate".
- 3.2 This Agreement shall commence on the eCommencement dDate and shall continue until the 31st day of December, 2027 (the "Term") at which time it shall terminate; provided that the parties, by written Agreement executed prior to December 31, 2027, may extend the Term hereof for a further five (5) year period, commencing on the 1st day of January, 2028, and ending on the 31st day of December, 2032.

4.0 Maintenance/Repair Services

- 4.1 The Municipality hereby agrees to maintain and keep in repair those Road Allowances and bridge/culvert/drainage facilities, as identified on Schedule "A" and "B" hereto.
- 4.2 For purposes of clarity, attached as Schedule "B" to this Agreement is a sketch generally identifying the Roads and bridge/culvert/drainage facilities which are the subject of this Agreement and the maintenance and repair obligations set forth in clause 4.1 above. In the event of a conflict between the provisions of Schedules "A" and "B" hereto, the provisions of Schedule "A" shall prevail.
- 4.3 For purposes of clarity,
 - 4.3.1 where a County Road intersects a road owned by or otherwise under the jurisdiction of the Municipality, the continuation of the County Road to its full width across the road so intersected is considered part of the County Road.
 - 4.3.2 where a County Road intersects a Provincial Highway owned or otherwise under the jurisdiction of the Province of Ontario and/or the Ministry of Transportation - Ontario, the continuation of the said Provincial Highway to its full width across the County Road so intersected is deemed to be part of the Provincial Highway and not part of the County Road and, as such, is not subject to the obligations set forth in this Agreement.
- 4.4 Subject to s. 4.10 below, the Municipality covenants to perform maintenance/repair services upon those Road Allowances and bridge/culvert/drainage facilities identified in Schedules "A" and "B" hereto, at

all times utilizing competent supervisors and workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement. The maintenance/repair services to be provided by the Municipality and the standards to which such Services are to be provided are as identified and/or contemplated by the Scope of Services as attached as Schedule "C" hereto, which Schedule further includes photocopies of relevant Elgin Municipality maintenance/repair policies as reflecting upon performance of those Services.

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4.5 Road maintenance/repair services in addition to the Scope of Services identified in Schedule "C" may be performed by the Municipality by mutual agreement between the Municipal Superintendent and the County Superintendent. In the event that additional services beyond those provided for in the Agreement are required by the County, the County Superintendent shall may, but is not required to, identify such services to the Municipal Superintendent and the Municipality, through the Municipal Superintendent, and the Municipality, through the Municipal Superintendent, shall have the option of either agreeingseeking to perform such work or declining to perform such work. In the event that the Municipality agreesseeks to perform such work and save and except in the case of an emergency as determined by the County Superintendent in his unfettered discretion, the County Superintendent, or his designate, shall deliver a written scope of intended additional services to the Municipality by the Municipal Superintendent. If the Municipality thereafter agreesseeks to perform such services, the Municipal Superintendent shall prepare and deliver a written cost estimate to the County Superintendent, who shall have the option of either accepting the said cost estimate or rejecting such estimate, in which former case, the accepted estimate shall constitute the mutual agreement for such additional services between the parties as referred to above. In the event that the Municipality, in the first instance, rejects the opportunity to seek to perform such additional services or the County, in the second instance, rejects the written estimate prepared and delivered by the Municipal Superintendent, then in either such instances, the County shall be at liberty to arrange for the additional services to be performed by a third party contractor other than the Municipality.

Without limiting the generality of the foregoing, but in the case of an emergency as determined by the County Superintendent and without restricting the authority of the County Superintendent to retain a third party contractor to perform the required work, the requirement for delivery of a written scope of intended additional services is waived and the County Superintendent and the Municipal Superintendent may agree that the Municipality shall perform such additional services as is required to address the said emergency, under which agreement the said additional services shallmay be costed and invoiced by the Municipality to the County on a time and materials basis, but without administrative surcharge(s) not exceeding five percent (5%) of the cost of such services prior to accrual of taxes; provided at all times that, prior to performance of any such additional services, the terms of such arrangement, including but not limited to costing and invoicing on a time and materials basis, must be confirmed in writing, including by exchange of email, between the County Superintendent and Municipal Superintendent.

In those circumstances in which additional maintenance/repair services are completed by a third party contractor, the County shall take all reasonable steps to ensure that such ServicesWorks are at all times rendered by workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement and otherwise overseen by competent supervisors and, furthermore and at all times, that such ServicesWorks shall satisfy any and all applicable provincial and/or mMunicipality standards, whichever is higher.

In those circumstances in which such additional maintenance/repair services are completed by the Municipality and the Municipal Superintendent is of the opinion that certain road maintenance/repairs are of an emergency nature and that such notice to the County Superintendent is not practical and, as such, the

Municipal Superintendent shall have the right to arrange for and complete those emergency services and shall thereafter notify the County Superintendent within the next working day of the services so provided.

The Municipality shall prepare and deliver an invoice to the County for such additional maintenance/repair services, including any such emergency services, in accordance with paragraph 5.2 below and the County shall pay such invoice in accordance with paragraph 5.3 below.

4.6 With respect to standards to which the Scope of Services set forth in Schedule “C” to this Agreement are to be performed, the parties hereto acknowledge and/or agree as follows:

4.6.1 As and where applicable and unless otherwise indicated, the parties agree to the application of the regulatory standard to the associated maintenance or repair Service as specified within the then current Minimum Maintenance Standards established by the Province of Ontario by Regulation passed pursuant to the Municipal Act, ~~2001, S.O. 2001, c. 25, as amended~~. In the event of any change to an applicable regulatory standard(s) by the Province of Ontario, the County Superintendent and Municipal Superintendent shall review such revised standard(s) in relation to the Scope of Services to determine whether the said standards as revised by the Province of Ontario are greater than or less than any applicable requirement(s) of the Scope of Services. In this regard and in the event that the Province of Ontario has revised a standard(s) that is(are) higher than that applicable to or contemplated by the associated maintenance or repair Service(s), then the parties shall adopt those higher performance standards and, if necessary, present to County Council and Municipal Council any amendments required to this Agreement.

4.6.2 The standards for maintenance and/or repair Service(s) not specified within the Minimum Maintenance Standards are to be performed to the standard referenced in Schedule “C” hereto, including but not necessarily limited to an associated policy referenced and/or attached thereto. Any change in such standard requires the consent of both parties hereto and a formal written amendment hereto pursuant to s.15.3 herein.

4.7 The County Superintendent and the Municipal Superintendent shall each advise the other of repair and construction works that are scheduled along both County Roads and intersecting Municipal Roads on an annual basis to permit the Municipality the opportunity to arrange its work schedule in anticipation of those works upon any County Road. The County Superintendent shall also provide to the Municipality, for information purposes only and immediately upon granting of such permits or approvals, copies of any written permits or approvals which are granted to third parties by the County Superintendent in respect of work upon or use of any County Road Allowance.

4.8 ~~Without limiting the maintenance obligation of the Municipality as set forth above or herein,~~ The parties acknowledge and agree that the Municipality shall not be called upon to maintain and/or repair a County ~~R~~road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement where such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass has been constructed and/or reconstructed by the County or a subcontractor retained by the County to a condition which would fail to meet established County standards for such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such construction and/or reconstruction; provided that the Municipality shall be obliged to so maintain and/or repair any such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement at all times after such infrastructure has been remediated to a condition to meet established County standards for such County ~~r~~Road,

bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such initial construction and/or reconstruction. The County shall provide written notice of all warranty terms and periods to the Municipality so that the Municipality can monitor its obligations under this paragraph.

- 4.9** Further to those maintenance obligations referred to above, the Municipality also agrees to provide routine winter maintenance, including but not necessarily limited to snow removal and sanding, of highway bridges and overpasses not owned by the County but connecting at least to portions of County roads. The parties acknowledge that such highway bridges and

overpasses are identified in Schedules "A" and "B" to this Agreement and that such facility shall be maintained in accordance with the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement.

- 4.10** ~~Notwithstanding that set forth in s.4.4 above but at all times s~~Subject to the dispute resolution process detailed in s. 12 below, the parties further agree that in the event of a dispute as to the interpretation of the Scope of Services prescribed by the County for the Elgin Road System, the decision of the County Superintendent, acting reasonably, shall prevail.

- 4.11** The County and the Municipality, as the case may be and in respect of the various obligations, acknowledgements, and agreements set forth in this s. 4 above, further acknowledge and agree as follows:

4.11.1 Without limiting the generality of that set forth above but subject to the review and adoption process provided for in s. 4.6 above, the Municipality hereby specifically acknowledges and agrees that, unless otherwise indicated, the maintenance and/or repair works undertaken upon County ~~r~~Roads, bridge/culvert/drainage facilities and/or highway bridge/overpass pursuant to this Agreement shall at all times and in all ways satisfy the then current standards established by the Province of Ontario pursuant to the Municipal Act, ~~2001~~, and/or any Regulations passed thereunder, including but not limited to those standards established and known municipally as Minimum Maintenance Standards. The Municipality hereby further acknowledges and agrees that its road maintenance/repair practices are of a nature and of a quality to satisfy all applicable statutory and/or regulatory obligations or standards for maintenance or repair a highway or associated facilities.

4.11.2 The County hereby specifically acknowledges and agrees that, in arranging for completion of works upon any County ~~r~~Road, bridge/culvert facility, and/or highway bridge/overpass, including the construction or reconstruction thereof, by a third-party contractor,

- (a) it shall use its best efforts to ensure that such works, by design and upon completion and acceptance, shall satisfy all applicable provincial and/or municipal standards for such construction and/or reconstruction;
- (b) it shall utilize appropriate contract documents to satisfy the commitment set forth in subsection (a) above;
- (c) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of the anticipated timing and detail of such works to be performed by a third party contractor upon any County Road, bridge / culvert facility, and/or highway bridge/overpass to which this Agreement applies;
- (d) in circumstances in which deficiencies in the said works are discovered, it shall use its best efforts to seek correction of such

deficiencies by the involved contractor, including through reliance upon any warranty provided by such contractor; provided that the County shall at all times have the discretion to choose not to seek correction of such deficiencies by such contractor or in reliance upon such warranty but to seek correction by any other contractor or through any other arrangement.

- (e) during any period of time to which a specific warranty from a third-party contractor who completed Works upon any County Road, bridge/culvert/drainage facility, and/or highway bridge/overpass shall apply, the County shall not require the Municipality shall not be required to perform maintenance/repair services as contemplated by this Agreement to improve the condition of such Works to meet any applicable provincial and/or municipal standard prior to such Works being accepted by the County; ~~provided that it is otherwise understood that the Municipality may be required to perform maintenance/repair services in relation to such Works as contemplated by this Agreement in circumstances in which the applicable standard had been previously achieved as of the date of acceptance of the Works by the County but that, by use or otherwise, such maintenance/repair services are then required to again achieve such standard;~~
- (f) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of both satisfactory performance and completion of works by such third party contractor and/or, in the case of repair or remediation of any defect or deficiency caused by or attributed to the said or any other contractor, whether pursuant to a warranty or not, satisfactory repair or remediation of such defect or deficiency as well as the resultant commencement or re-commencement of the Municipality's maintenance and repair obligations as provided for herein in respect of the said County Road and/or bridge/culvert/drainage facility; and,
- (g) upon ~~reasonable~~ demand by the Municipality, the County shall produce to the Municipality any records relating to inspection, deficiency correction, and/or acceptance of such works by or as between the County and any involved third-party contractor.

5.0 Payment to the Municipality

- 5.1 For maintenance/repair services as contemplated by the Scope of Services attached as Schedule “C” hereto, the Municipality shall receive the annual base payment of \$796,941.70 for services rendered during each calendar year of the Term of this Agreement, provided that the said annual base payment shall be adjusted on an annual basis, effective January 1 of each calendar year of the term of this Agreement, commencing January 1, 2024, in accordance with the Consumer Price Index (CPI) for Ontario (All Goods) for the month of October of each year, commencing October, 2023. The Municipality shall submit a summary invoice in accordance with the sample attached as Schedule “D” hereto to the County on or before the 10th day of each month, commencing February 10, 2023, and continuing through and including January 10, 2028 and in accordance with the corresponding monthly percentage of annual base payment as set out in Schedule “E” attached, for such services rendered within the previous calendar month, such invoices to provide and, as required, be accompanied by the following reports:
 - 5.1.1 within each such monthly invoice, the Municipality shall confirm the details of at least one (1) inspection of County Roads and bridge/culvert/drainage facilities as contemplated by this Agreement and completed within the previous month period to which the invoice applies, including the date and time of the inspection and the name of the person completing that inspection;

- 5.1.2 on or before the 10th day of April, July, October, and January of the Term of this Agreement but furthermore including January 10, 2028, and commencing April 10, 2023, a Quarterly Road Work Report detailing the Services contemplated by this Agreement and as performed by or on behalf of the Municipality during the previous three (3) full months' time period, such Report to be prepared and delivered in the format set forth in Schedule "F" hereto ;
- 5.1.3 by February 15th of each calendar year, commencing February 15, 2024, and continuing to and including February 15, 2028, and in accordance with the format set forth in Schedule "G" hereto, Year-End Financial Statements detailing total repair/maintenance costs in respect of County Roads, for the previous full calendar year, including but not limited to line items for labour, equipment, material/contracts, administration and other costs for each Service item as identified in Schedule "C" hereto; and,
- 5.1.4 by May 10th of each calendar year, commencing May 10, 2023, a complete Winter Road Salt Use and Winter Control Operations Questionnaire for the previous twelve (12) month period ending April 30th of each such calendar year and in the format set forth in Schedule "H" hereto.
- 5.2** For additional maintenance/repair services, including emergency services, as provided for herein and at all times within 60 days of completion of such Services, the Municipality shall, within a monthly invoice prepared and delivered in accordance with ss. 4.5 and 5.1 above, charge the County for the agreed cost of such Services, provided that the details of such work and cost calculation thereof, including photocopies of any third party charges, are set forth within such invoice and otherwise accounted for within the applicable Quarterly Report as contemplated in s. 5.1 above.
- 5.3** The County shall forthwith pay the monthly invoice submitted by the Municipality in compliance with the requirements set forth in paragraph 5.1 and 5.2 above, provided that the County shall not be required to pay any such invoice submitted by the Municipality which is not in compliance with those requirements and/or in respect of any invoice item which is disputed by the County. In addition and for purposes of clarity, in the event that the Municipality has failed to deliver a report or reports as contemplated by either paragraph 5.1 above or otherwise failed to comply with its obligations pursuant to paragraphs 5.2 above or 8 or 9 below, the County may withhold ten per cent (10 %) of the value of any then current invoice and all subsequent invoices as rendered to it by the Municipality until the Municipality has corrected such deficiency and brought itself into compliance with its obligations pursuant to this section and this Agreement.
- 5.4** As guidance to the preparation of invoices and/or reports as set forth in this s. 5.0, the following principles shall apply:
- 5.4.1 Labour costs should be reported as actual costs of applicable salary and benefits paid.
- 5.4.2 Equipment costs should be reported as applicable machine hours, utilizing OPSS-127 rates most recently published by the Ministry of Transportation Ontario.
- 5.4.3 Material and Contract costs should be reported as invoiced to the Municipality by an applicable vendor.
- 5.4.4 An annual flat fee of up to 5% of the total annual County Road

Maintenance Allocation may be reported by the Municipality as administrative charges within its Year-End Financial Statement.

- 5.4.5 All other applicable road maintenance/repair expenses related to County rRoads and facilities as contemplated in this Agreement should be reported as “Other” within the Year-End Financial Statement submitted by the Municipality and which Statement should be accompanied by documentation supporting such expenses.

5.5 If any portion of the County Roads that are subject to this Agreement undergo significant improvements during the Term of this Agreement, including without limitation changing from a rural to an urban cross-section, which have the effect of increasing the costs of maintaining that portion of the County Roads, the parties agree to amend the amount payable hereunder to reflect any demonstrated increased costs attributable to the improvements.

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- 5.6 For purposes of further clarity, the parties hereto acknowledge that payments made and invoices rendered hereunder do not affect assessments applicable to or charged in respect of Municipal drains established pursuant to the Drainage Act, R.S.O. 1990, c. D.17, as amended.

6.0 Insurance

- 6.1 The Municipality shall, during the term of this entire Agreement, obtain and maintain for the benefit of the County, a comprehensive general liability insurance policy in the amount of not less than ten million (\$10,000,000.00) dollars per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of services and/or obligations that are undertaken pursuant to this Agreement; for purposes of clarity, the aforementioned policy shall name the County as an additional insured.
- 6.2 The Municipality shall upon request provide~~furnish to~~ the County with copies of the Certificate of Insurance issued in respect of such policy and the Municipality shall maintain such policy in full force and effect during the entire ~~t~~Term of this Agreement.
- 6.3 Effective as of the date of this Agreement, the Municipality shall require that contractors and third parties which perform maintenance and/or repair works upon any County rRoad, bridge/culvert, highway or overpass or traffic control signal or beacon in accordance with this Agreement shall maintain a comprehensive general liability insurance policy in the amount not less than five million (\$5,000,000.00) dollars per incident, such policy to provide insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of maintenance/repair services undertaken pursuant to this Agreement. The County and the Municipality shall each be named as additional insureds under the terms of this insurance policy.

7.0 Traffic/Beacon Signals

- 7.1 The Municipality shall monitor traffic control/beacon signals or devices located on County Roads in accordance with and as may be indicated in the Scope of Services attached as Schedule “C” hereto.
- 7.2 In the event that the Municipality shall observe any deficiency in the installation, erection, or operation of any traffic control/beacon signals, it shall immediately notify both the County Superintendent or his or her designate and the Electrical Contractor for the County as to the details of such deficiency;provided that the County shall at all times inform the Municipality of the identity of the current Electrical Contractor.

8.0 Inspection

County – Quarterly Inspections – Maintenance and Repair of Deficiencies by Municipality

- 8.1 Without limiting the right of the County to do so at any time but at least once during each three month period of the term of this Agreement and on at least one such occasion to be accompanied by the Municipal Superintendent, the County shall inspect the condition of the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals and beacons which are the subject of this Agreement and in relation to the Scope of Services for Elgin Road System attached as Schedule “C” to this Agreement. The County representative shall thereafter record the results of the said inspection on an Inspection Report in the format contained in Schedule “I” hereto, a copy of which shall then be delivered to the Municipal Superintendent along with written direction from the County Superintendent directing the repairs and/or maintenance works the County Superintendent believes need to be completed.
- 8.2 Unless postponed upon the written approval of the County and at all times within sixty (60) days of receipt of such Inspection Report, the Municipality, within a time period reasonably commensurate with the extent and nature of such works and any consequential risk to public users, shall commence and diligently pursue the completion of undertake and complete all required repairs and/or maintenance works for which it receives direction pursuant to s. 8.1 above and shall report the details of such work to the County within the Quarterly Report next delivered pursuant to s, 5.1 above.
- 8.3 The Municipality acknowledges and agrees that the performance of inspections by and the communication of direction for required repair and/or maintenance from the County pursuant to paragraph 8.1 above does not relieve the Municipality of its obligations to otherwise perform repairs and/or maintenance works to County roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic control/beacon devices as set forth in this Agreement.

By the Municipality – Monthly Inspections – Inspection Notes – Maintenance and Repair of Deficiencies of Municipality

- 8.4 At least once during the course of each calendar month during the Term of this Agreement, the Municipality, by its Municipal Superintendent or any authorized designate thereof, shall inspect the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals which are the subject matter of this Agreement and in relation to which the Scope of Services attached as Schedule “C” hereto apply. The involved Municipal representative shall prepare written records/notes of the results of each such inspection, including but not limited to the particulars of any relevant MMS standards findings, noted deficiencies, corrective actions undertaken, and/or planned, but not yet completed, works, which results, along with details of completed remedial maintenance and/or repair work, shall be incorporated within the next delivered Quarterly Roads Works Report (Municipality to County) prepared in the format outlined in Schedule “F” hereto. Thereafter, the said records/notes shall be held and maintained by the Municipality in accordance with and pursuant to the obligations set forth in s. 9.0 hereof.
- 8.5 Without limiting the generality of the foregoing and unless extended by the written approval of the County but at all times within a time period reasonably commensurate with the nature and extent of such works and any consequential risk to public users, the Municipality shall undertake and complete all required maintenance and/or repair works in respect of deficiencies noted and recorded during any one or more monthly inspections as prescribed in s. 8.4 above and report the details of such deficiency and work to the County within the Quarterly Road Works Report next delivered.

9.0 Records

- 9.1 The Municipality shall maintain accurate records of works performed pursuant to this Agreement, including but not limited to works performed pursuant to any direction received pursuant to paragraph 8.1 above, the records/notes required by s. 8.4 above, and as incorporated within the Quarterly Roads Works Reports as referenced above.
- 9.2 The Municipality shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act, and, further thereto, shall allow access to such records to the County Superintendent or his or her delegate, limited only by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (hereinafter “MFIPPA”).

~~9.3~~ The County shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act and,
-
~~further thereto,~~ shall allow access to such records to the Municipal Superintendent or his or her delegate, limited only by the provisions of MFIPPA.

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10.0 Indemnity

- 10.1 The Municipality hereby indemnifies and saves harmless the County, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect or refusal of the Municipality, its servants, employees, agents, invitees or contractors to maintain and/or repair any County Road and/or bridge/culvert/drainage facilities in accordance with the terms of this Agreement.
- 10.2 The County hereby indemnifies and saves harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect, failure or refusal to perform or otherwise satisfy any obligation or covenant provided for in this Agreement.
- 10.3 In the event that the Scope of Services for the Elgin Road System as contemplated by this Agreement are found by a Court of competent jurisdiction to have been completed without fault or negligence by the Municipality, or, in the alternative, the County has acknowledged that such services have been completed without fault or negligence by the Municipality, ~~in both cases including its employees or agents,~~ then the County hereby agrees to indemnify and save harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, or other proceedings that may be advanced against the County or the Municipality arising from the Servicesworks performed by the Municipality upon the relevant County Roads and/or bridge/culvert/drainage facilities.
- 10.4 In the event of a claim to damages as against either and/or both the County and the Municipality in respect of an alleged failure to repair and/or maintain a County Road and/or bridge/culvert/drainage facilities, the parties shall cooperate in the administration of and/or response to such claim to damages, including but not limited to provision of photocopies of correspondence and/or communication with its respective insurer, subject at all times to any conflict of interest as identified by either party hereto or its insurer.
- 10.5 ~~Notwithstanding~~ In addition to the contents of Section 10.3 above, in the event that a proceeding against the Municipality in respect of conduct relating to the performance of maintenance/repair Services undertaken pursuant to this

Agreement is dismissed at Trial, then the County shall reimburse the Municipality for one-half of its insurance deductible to a maximum amount equal to one-half of the deductible payable by the County under its general liability insurance policy in effect at the date of the loss/incident upon which such proceeding was based.

10.6 All indemnities that arise from this Agreement extend beyond the term of this Agreement.

11.0 Assignment and Sub-Contractors

11.1 The Municipality agrees that the County Superintendent reserves the right to approve, acting reasonably, sub-contractors the Municipality retains to undertake the Scope of Services contemplated by this Agreement.

11.2 In the event the Municipality assigns or sub-contracts its responsibilities under this Agreement or otherwise employs sub-contractors, the Municipality shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Lien Act (Ontario). Without limiting the foregoing, the Municipality shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. If required by the County, a copy of each progress payment certificate shall be directed to the County Superintendent. The Municipality shall be responsible for obligations to a sub-contractor to certify the completion of the works as required. The County Superintendent shall receive a copy of the certificate of substantial performance as issued by the Municipality and the Municipality shall comply with all notice requirements as set out in the Construction Lien Act (Ontario) for the said certificate.

12.0 Dispute Resolution

12.1 The parties further agree that in the event of a dispute between the parties as to any matter arising from this Agreement with financial implication to either or both parties of at least twenty-five thousand (\$25,000.00) dollars, then the resolution of such a dispute shall be determined, ~~upon the agreement of both parties~~, by a private arbitrator, and that decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in road construction and maintenance and repair and other municipal matters and may be selected upon the recommendation of the Director of the Ontario Good Roads Association. The parties agree that in order to apply for arbitration pursuant to this paragraph, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

12.2 In the event that the parties ~~agree to~~ proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice of arbitration, failing which each party shall select their own representative, who in turn ~~shall~~ select a ~~third~~ arbitrator with the qualifications as noted above, and the selection of that third arbitrator shall be final and binding.

12.3 The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended, and the Arbitrations Act, R.S.O. 1990, c. A.24, as amended, shall apply through the arbitration process.

12.4 The parties hereto further agree that:

- a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement; ~~including but not necessarily limited to the direction that the within Agreement be terminated on as at a date deemed reasonable by the arbitrator;~~

- b) Any award or decision made by the arbitrator is binding upon the parties and may be enforced in the same manner as a Judgment or Order of the Ontario Superior Court of Justice to the same effect;
- c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and
- d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.

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12.5 Unless otherwise agreed by the parties, the cost of the arbitration ~~and the parties' own costs~~ shall be determined by the arbitrator, who has the authority to award costs payable against an unsuccessful party in his or her discretion at the conclusion of the arbitration.

12.6 In the event of a dispute between the parties as to completion of ~~Services maintenance or repair works as~~ required by this Agreement or as otherwise directed by the County Superintendent, then any arbitration hearing shall not be scheduled or be commenced until after the repair or maintenance services are completed to the satisfaction of the County Superintendent.

13.0 Oversight / Administration

General

13.1 To assist in oversight and administration of Road Maintenance Agreements between the County and its constituent lower tier municipalities, including the within Agreement, and with the goal and purpose of achievement of reasonable maintenance and repair of County Roads and associated bridge/culvert/drainage facilities in return for fair and equitable payment to the involved Municipality, the parties hereto agree to participate in establishment and subsequent consultative meetings of the following committees:

- 13.1.1 Operations Committee; and,
- 13.1.2 Governance Committee.

Operations Committee

13.2 The parties hereto agree that the Terms of Reference for the Operations Committee, including as to intended compensation, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-1” hereto.

Governance Committee

13.3 The parties hereto agree that the Terms of Reference for the Governance Committee, including as to intended composition, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-2” hereto.

Annual Compliance Report – County to Governance Committee

13.4 As referenced in Schedule J-2 as Terms of Reference for the Governance Committee and on or before March 31st of each year of the Term of this Agreement, commencing March 31, 2024, but extended to and including March 31, 2028, the County shall prepare and submit to the Governance Committee an Annual Compliance Report detailing and providing analysis and comment upon the performance of the Municipality in relation to its duties and obligations set forth in this the within Road Maintenance Agreement, including but not limited to the following matters:

- 13.4.1. Individual and summary results of remedial works required by Quarterly Inspection Reports delivered by the County delivered by the County to the Municipality;
- 13.4.2. Overall response of the Municipality to deficiencies noted within monthly inspections by the Municipality and Quarterly Inspection Reports submitted by the County to the Municipality;
- 13.4.3. Summary of compliance of Municipality with duties and obligations created by the Road Maintenance Agreement, including but not limited to reporting requirements and deadlines; and,
- 13.4.4. Engagement between the County and the Municipality within the Operations Committee and its meetings.

14.0 Notice

14.1 Any notice required pursuant to this Agreement shall be delivered to the Chief Administrative Officer of the respective parties hereto and at the addresses set forth below:

For the County:

450 Sunset Drive
St. Thomas, Ontario,
N5R 5V1
Facsimile Transmission: 519-633-7661
[Email:](#)

For the Municipality:

450 Sunset Drive
St. Thomas, Ontario N5R 5V1
Facsimile Transmission: 519-631-4036
[Email:](#)

14.2 Any written notice between the parties hereto, which specifically excludes any invoice rendered in accordance with section 5.0 hereof, shall be delivered or sent by prepaid registered mail addressed to the parties at their respective addresses listed above, or their respective facsimile numbers as noted above.

14.3 In the event that either party hereto shall change its address within the term of this Agreement, such party shall provide the other party hereto with written notification of such change of address within thirty (30) days of the effective date of such change, upon which date of notification the said new address shall be considered the address for service of any notice hereto pursuant to Section 14.1 above.

14.4 Notice shall be deemed to have been received on the date on which notice was delivered to the address as designated or, in the case of mailing, on the fifth day after the date of mailing or, in the case of facsimile, the day after the facsimile has been sent or, in the case of email, on the next business day following the receipt of such email.

15.0 Miscellaneous

Waiver

15.1 Any provision of this Agreement may be waived in whole or in part by a party without prejudice any other right of that party as arising from the breach of any other provision hereof. A waiver shall be binding upon the waiving party only if it is in writing. The waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

Severability

15.2 All paragraphs, terms and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

Amendment

15.3 No amendment, variation, or change to this Agreement shall be binding unless same shall be in writing and signed by the parties.

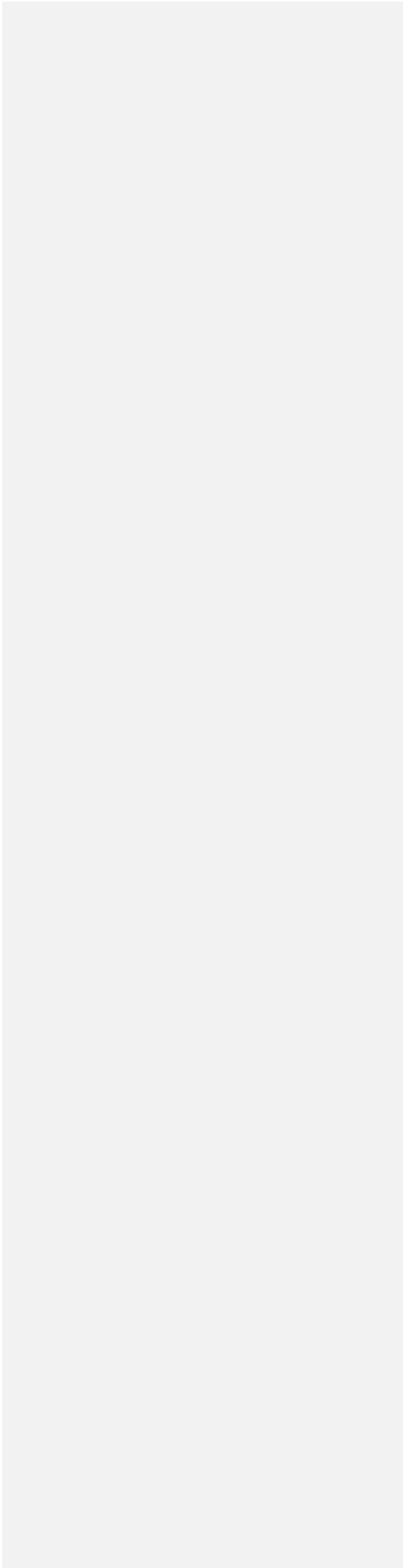
15.4 This Agreement includes the Schedules set out as Schedule "A" to "J-2" inclusive, and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of road maintenance for those roads as set out in this Agreement.

15.5 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

15.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

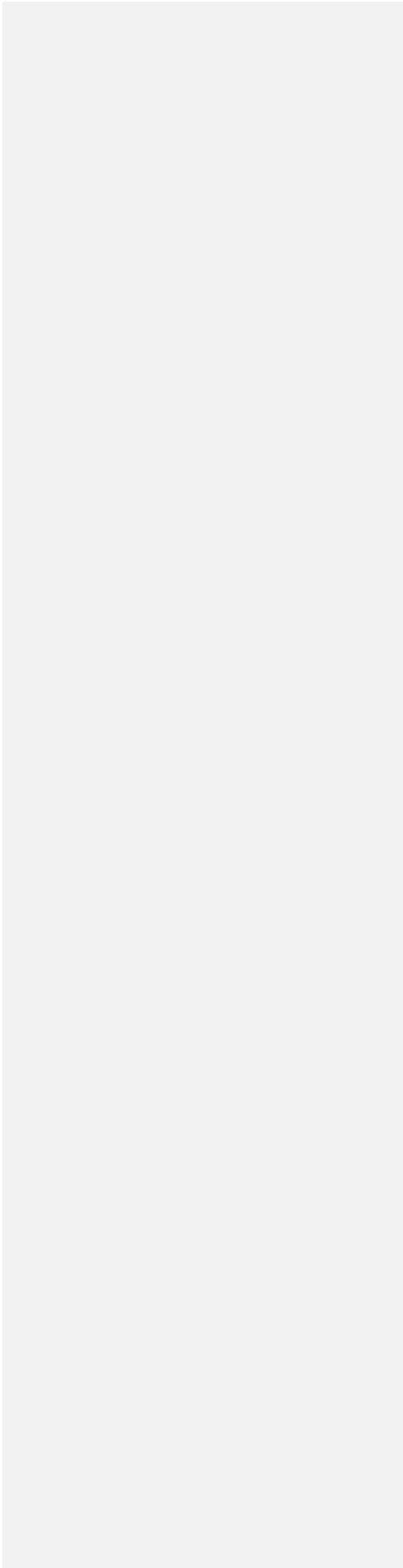
SIGNED, SEALED & DELIVERED
in the presence of

)
)
)
)
) The Corporation of the County of Elgin
)
)
) per: _____
) Name:
) Position: Warden
)
)
)
) per: _____
) Name:
) Position: Chief Administrative Officer
)
) We have authority to bind the Corporation
)
)
)
) The Corporation of the Municipality of
) Central Elgin
)
)
) per: _____
) Name:
) Position: Mayor
)
)
)
) per: _____
) Name:
) Position: Chief Administrative Officer
)
) We have authority to bind the Corporation



SCHEDULE “A”

(Detailed description of roads and bridge/culvert/drainage facilities
for which maintenance/repair Services provided)



SCHEDULE “A”
(Detailed description of roads and bridge/culvert/drainage facilities
for which maintenance/repair Services provided)

Road No.	Section No.		FROM	TO	Length (km)	Posted Speed	2022 ADT	MMS Classification
4	5	Bridge Street	Road 20 WPL	Colbourne WPL	0.290	50	5,200	4
	10	Colbourne Street	Bridge Street SPL	1,692m north of Bridge Street SPL	1.692	50	7,500	4
	20	Sunset Drive	1,692m north of Bridge Street SPL	Road 23	1.228	80	8,750	2
	30		Road 23	Road 27	2.398	80	11,000	2
	40		Road 27	Road 51	1.858	80	11,000	2
	50		Road 51	Start of 60km/h zone, 140m south of Road 45	1.426	80	11,000	2
	60		Start of 60km/h zone, 140m south of Road 45	City Limits	2.361	60	13,000	2
20	10	Carlow Road	Bridge Street NPL	Start of 40km/h zone, 430m south of Road #21 NPL	0.961	50	3,600	4
			Start of 40km/h zone, 430m south of Road #21 NPL	Road #21 NPL	0.430	40	3,600	4
21	10	Warren Street	Road #20 WPL	Road #4 WPL	0.401	50	3,000	4
22	10	Fairview Road	Road #24 NPL	Start of 60km/h zone, 770m south of Road #27 SPL	2.455	80	1,400	3
	20		Start of 60km/h zone, 770m south of Road #27 SPL	Road #27 SPL	0.770	60	1,600	4
	30		Road #27 NPL	Road #57 SPL	5.052	80	4,500	3
23	10	Joseph Street	Colbourne EPL	Joseph ST EPL	0.290	50	2,600	5
	20	East Road	Joseph ST EPL	Road #4	2.087	50	2,800	5

24	10	Dexter Line	Road #23 EPL	End of 60km/h zone, 400m east of Road #23	0.400	60	1,800	4
	20		End of 60km/h zone, 400m east of Road #23	Road #22 EPL	2.515	80	1,800	3
	30		Road #22 EPL	Road #36 EPL	7.436	80	1,650	3
	40		Road #36 EPL	Start of 50km/h zone, 825m west of Road #73	4.822	80	1,100	3
	50		Start of 50km/h zone, 825m west of Road #73	Hwy #73 WPL	0.825	50	1,100	5
	60	Old Dexter Line	Road #24	Road #24	2.900	80	50	5
26	10	St. George Street	City Limits	CNR tracks	0.246	50	3,500	4
	20		CNR tracks	Road #25 EPL	1.070	50	3,500	4
27	10	Sparta Line	Union Road NPL	North End of Meeks Bridge	0.276	60	600	4
	20		North End of Meeks Bridge, 3,396m west of Road #4	Hwy #4 WPL	3.396	60	900	4
	30		Hwy #4 WPL	End of 60km/h zone, 744m east of Road #4	0.744	60	1,500	4
	40		End of 60km/h zone, 744m east of Road #4	Start of 60km/h zone, 189m west of Road #22 WPL	1.193	80	1,500	3
	50		Start of 60km/h zone, 189m west of Road #22 WPL	End of 60km/h zone, 70m east of WPL Road #22	0.259	60	1,500	4
	60		End of 60km/h zone, 70m east of WPL Road #22	Start of 60km/h zone, 1,675m west of Road #36	5.480	80	1,200	3
	70		Start of 60km/h zone, 1,675m west of Road #36	Start of 40km/h zone, 1,375m west of Road #36	0.300	60	1,200	4
	80		Start of 40km/h zone, 1,375m west of Road #36	End of 40km/h zone, 905m west of Road #36	0.470	40	1,200	5
	90		End of 40km/h zone, 905m west of Road #36	Road #36 WPL	0.905	50	1,200	5
28	10	Centennia I Road	Road #45 NPL	Start of 60km/h zone, 810m south of Road #56	2.381	80	4,600	3
	20		Start of 60km/h zone, 810m south of Road #56	Road #56 SPL	0.810	60	4,800	4
	30		Road #56 NPL	Hwy #3 SPL	1.663	50	7,900	4

30	10	Highbury Avenue	Road #52 SPL	City Limts	5.745	80	14,000	2
31	10	Dalewood Road	City Limts	Road #52 SPL	1.493	80	2,700	3
34	10	Wilsie Bourne	City Limts	Start of 50km/h zone, 816m west of Road #74	2.157	80	1,500	3
	20		Start of 50km/h zone, 816m west of Road #74	Hwy #74 WPL	0.816	50	1,500	5
36	10	Quaker Road	Road #24 NPL	Start of 50km/h zone, 395m south of Road #27	2.883	80	900	4
	20		Start of 50km/h zone, 395m south of Road #27	Road #27 SPL	0.395	50	900	5
	30		Road #27 NPL	End of 50km/h zone, 645m north of Road #27	0.645	50	2,000	5
	40		End of 50km/h zone, 645m north of Road #27	Road #45 SPL	2.702	80	2,200	3
	50		Road #45 NPL	Hwy #3 SPL	5.775	80	2,700	3
37	10	Avon Drive	Hwy #74 EPL	Belmont EPL	0.640	50	1,800	5
45	40	John Wise Line	Hwy #4 EPL	Road #28 CL	3.592	80	2,900	3
	50		Road #28 CL	Start of 60km/h zone, 264m west of Road #35	9.061	80	3,000	3
	60		Start of 60km/h zone, 264m west of Road #35	Road #35 WPL	0.264	60	3,500	3
48	30	Ferguson Line	Road #25 EPL	End of 50km/h zone, 625m east of Road #25	0.625	50	900	5
	40		End of 50km/h zone, 625m east of Road #25	Road #30 WPL	4.285	80	800	4
	50		Road #30 EPL	Hwy #74 EPL	6.019	80	850	3
51	10	Fruit Ridge Line	Twp T/L	Tracks	0.725	80	700	4
	20		Tracks	Hwy #4 WPL	0.764	80	700	4
52	20	Ron McNeil Line	Road #25 EPL	Road #31 EPL	2.450	80	4,200	3

	30		Road #31 EPL	Road #30 EPL	2.500	80	5,300	2
	40		Road #30 EPL	Road #74 WPL	5.890	80	3,400	3
56	10	Elm Line	Road #28 SWPL	End of 50km/h zone	0.333	50	2,800	5
			End of 50km/h zone	Road #36 WPL	3.990	80	1,950	3
57	10	Southdale Road	Road #4 EPL	City Limit	0.550	60	4,500	3
74	10	Belmont Road	Hwy #3 NPL	End of 40km/h zone, 520m north of Highway #3	0.520	40	3,500	4
	20		End of 40km/h zone, 520m north of Highway #3	End of 50km/h zone, 840m north of Highway #3	0.320	50	3,500	4
	30		End of 50km/h zone, 840m north of Highway #3	Start of 60km/h zone, 169m south of Mapleton Line	4.196	80	3,500	3
	40		Start of 60km/h zone, 169m south of Mapleton Line	End of 60km/h zone, 778m north of Mapleton Line	0.947	60	3,500	3
	50		End of 60km/h zone, 778m north of Mapleton Line	Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	5.508	80	5,500	2
	60		Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	End of 50km/h zone, 1,529m north of Road #34 (Belmont north limits)	1.620	50	6,800	4

Schedule 'A' - List of Bridges and Culverts Greater than 3m Span

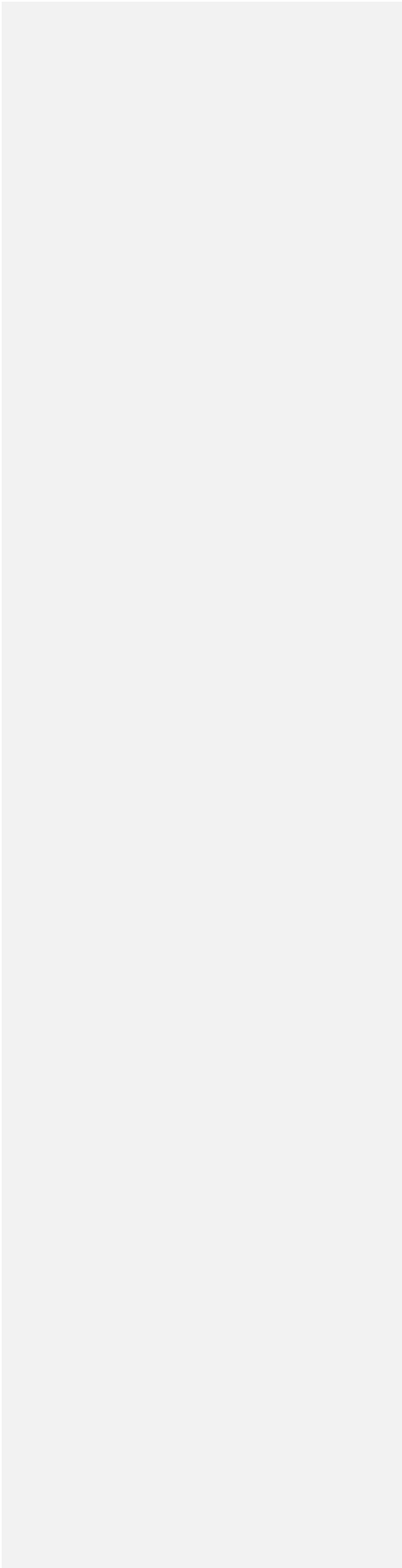
Bridg e No.	Other ID	Road No.	Municipality	Bridge Name	Structure Type	Location
B04	74004	74	Central Elgin	New Sarum	Rigid Frame - Concrete	0.2 km N. of Edgeware Line
B14	74014	74	Central Elgin	Mapleton	Rigid Frame - Concrete	0.4km N. of Ron McNeil Line
B18	26018	26	Central Elgin	St. George Street	Precast Concrete - Simply Supported	1.32km E. of Wellington Road
B25	21025	21	Central Elgin	Warren Street	Precast Concrete - Simply Supported	0.33 km W. of Sunset Road
B26	99026	T/L	Central Elgin	Jamestown	Steel Truss	4.00 km W. of Imperial Road
B27	99027	T/L	Central Elgin	Gillets	Steel Truss	3.00 km E. of Quaker Road
B28	45028	45	Central Elgin	Players	Precast Concrete - Simply Supported	1.66 km E. of Quaker Road
B29	30029	30	Central Elgin	Patterson	Precast Box Beams	1.52km N. of Ron McNeil Line
B30	99030	T/L	Central Elgin	McGinnis	Rigid Frame - Concrete	1.00 km E. of Highbury Ave.

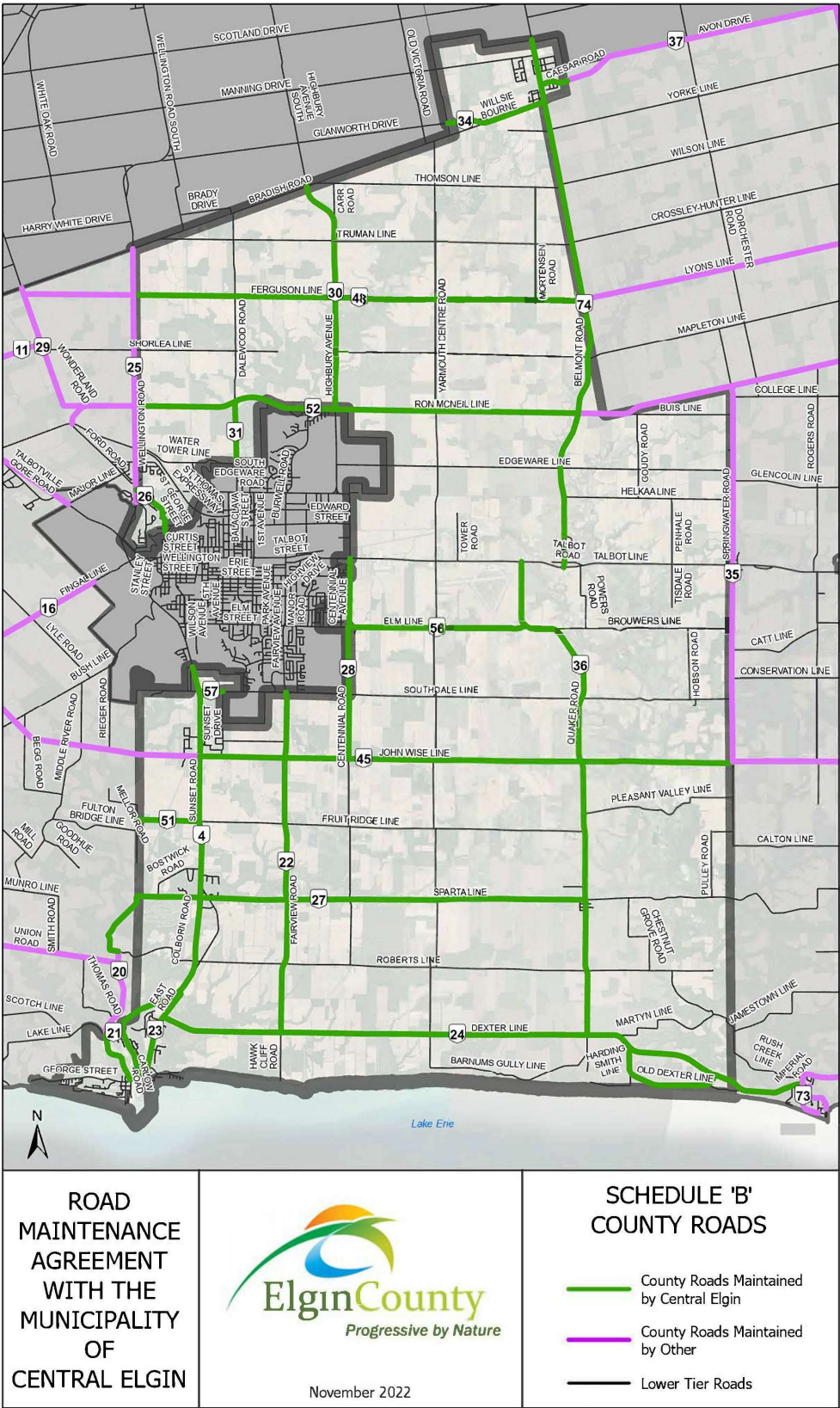
B31	99031	T/L	Central Elgin	Harkness	Rigid Frame - Concrete	2.50 km W. of Belmont Rd.
B32	34032	34	Central Elgin	Belmont West	Rigid Frame - Concrete	1.37km W. of Belmont Road
B61	52061	52	Central Elgin	Garton	Rigid Frame - Concrete	0.24km W. of Belmont Road
B63	99063	48	Central Elgin	Bucks	Precast Concrete Bridge	4.75 km W. of Belmont Road
B66	27066	27	Central Elgin	Terminal Rail	3 Span - Solid Slab Bridge	1.24 km W. of Sunset Road
B98	98074	74	Central Elgin	Belmont	Precast Concrete - Simply Supported	0.05km N. of Ceaser Road
B99	400	4	Central Elgin	King George IV	Bascule Lift Bridge	west of Colborne Street

Culvert No.	Other ID	Road No.	Municipality	Culvert Name	Structure Type	Location
C02	52002	52	Central Elgin	Orchard Culvert	CPS - Vertical Ellipse	1.43km W. of Belmont Rd.
C09	36009	36	Central Elgin	Airport Culvert	CPS - Vertical Ellipse	1.34 km S. of Hwy No. 3
C12	30012	30	Central Elgin	Salt Creek Culvert	CPS - Round Pipe	0.97 km N. of Ron McNeil Line
C13	52013	52	Central Elgin	Kettle Creek Culvert	Super Span Arch	3.12 km E. of Wellington Road
C15	27015	27	Central Elgin	Golf Course Road Culvert	CPS - Pipe Arch	0.83 km W. of Sunset Road
C18	56018	56	Central Elgin	Tansley Drain Culvert	CPS - Round Pipe	0.25 km W. of Quaker Road
C21	48021	48	Central Elgin	Grant Drain Culvert	CPS - Pipe Arch	2.99 km W. of Belmont Rd.
C34	24034	24	Central Elgin	Weir Culvert	Concrete Frame & CSP Pipe	0.53 km E. of East Road
C35	24035	24	Central Elgin	Hill Culvert	Concrete Box	0.34 km West of Quaker Road
C42	30042	30	Central Elgin	Glanworth Culvert	Precast Concrete Box	0.35 km S. of Webber Bourne
C63	74063	74	Central Elgin	Mapleton Culvert	Concrete Rigid Frame	0.20 km S. of Mapleton Line
C64	74064	74	Central Elgin	Truman Culvert	Concrete Rigid Frame	0.50 km N. of Truman Line
C65	74065	74	Central Elgin	Thompson Culvert	Concrete Rigid Frame	0.50 km N. of Thomson Line
C66	74066	74	Central Elgin	Yorke Culvert	Concrete Rigid Frame	0.30 km S. of Yorke Line

SCHEDULE “B”

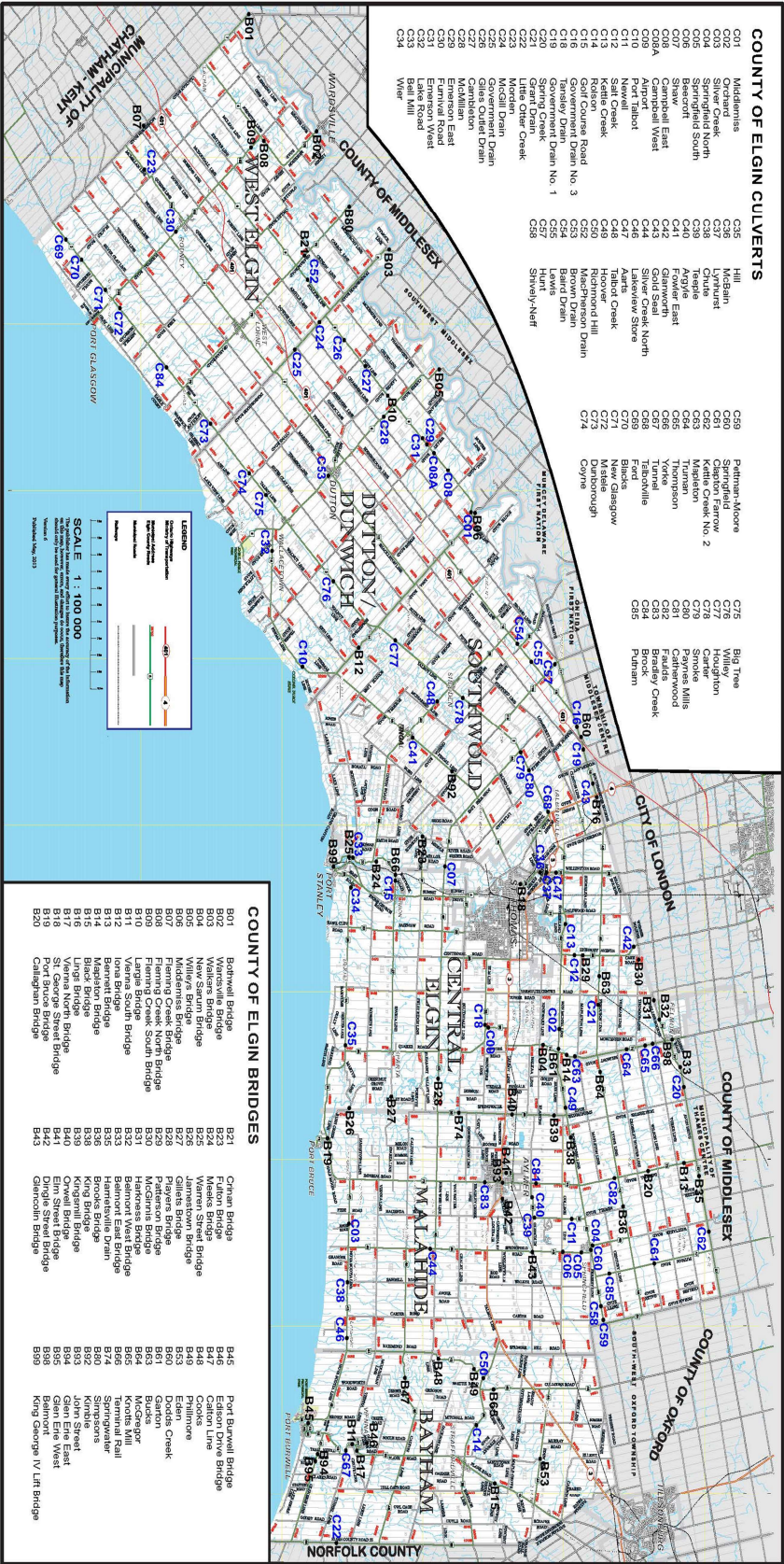
(Sketch depicting roads and bridge/culvert/drainage facilities for
which maintenance/repair Services provided)

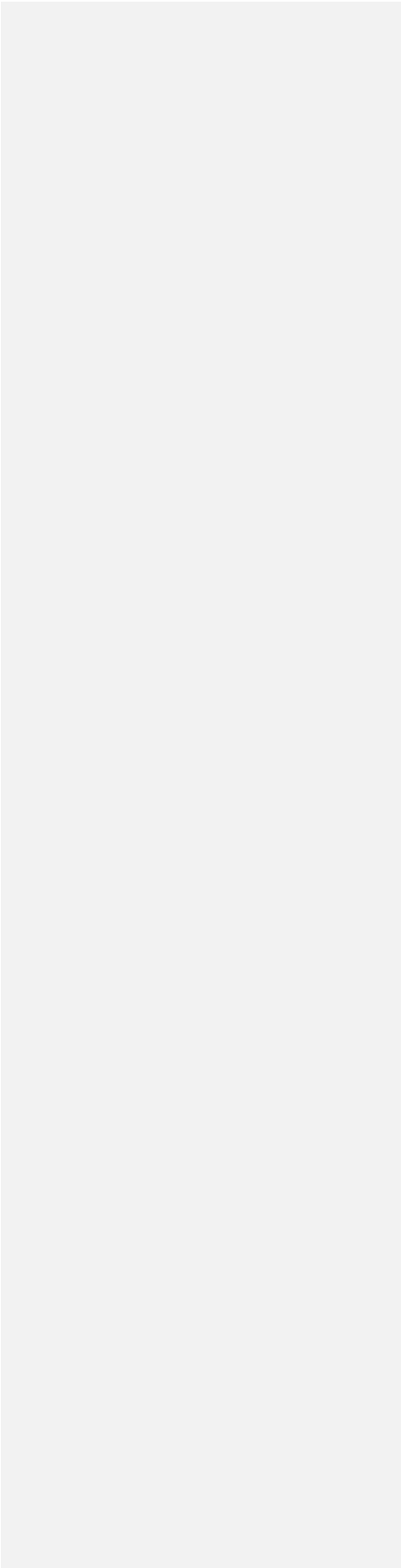




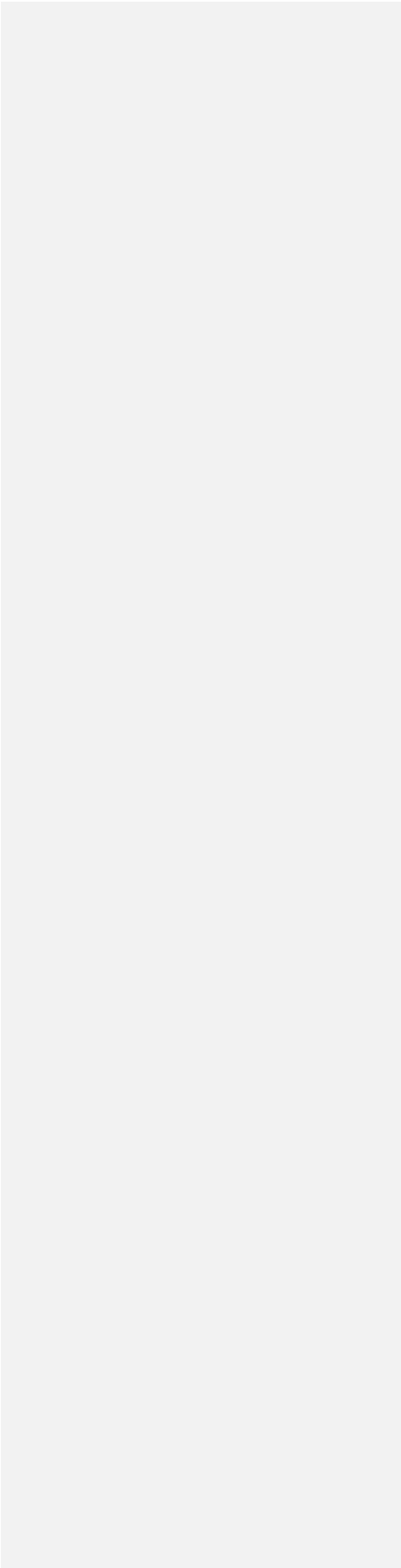
Schedule 'B'

LOCATION OF ELGIN COUNTY BRIDGES AND CULVERTS





SCHEDULE “C”
SCOPE OF SERVICES



SCHEDULE “C”
SCOPE OF SERVICES

1.0. Inspection

1.1. Routine Inspections

Service Description: Routine inspection of roads for defects, safety concerns, and road conditions.

Service Details:

- Frequency of routine inspections to comply with standard for frequency of patrolling of highways provided for in then current Minimum Maintenance Standards.
- As part of routine road inspections, the Municipality shall report any concerns with flashing beacons, traffic signals, or pedestrian crossings to the County Superintendent and the County's Electrical Services Contractor upon becoming aware of any underlying defect.

2.0. Road Surface Maintenance

2.1. Maintaining Asphalt Pavement and Treated Surfaces

Service Description: Identification and repair of road surface defects, including but not limited to potholes, cracks, and edge drop-offs.

Service Details:

- All repairs and remedial works to be completed by Municipality in compliance with the then current Minimum Maintenance Standards.
- For asphalt pavement surfaces, as constructed width, minus 0.1 m., shall be maintained.
- For surface treated surfaces, as constructed width, minus 0.2 m., shall be maintained.
- Required total linear repair and remedial works at any single location limited to 50m. per lane km. annually.
- In the event that the Municipality, acting reasonably, determines that the total linear repair and remediation works necessary to comply with the then current Minimum Maintenance Standards at any single location exceeds 50 m. per lane km. annually, then, conditional upon timely notice to the County Superintendent, those works exceeding such annual threshold of 50 m. per lane km. shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.1.1. Bicycle Facilities Maintenance

Service Description: Identification and repair of surface defects within designated bicycle lanes / facilities.

Service Details:

- Designated bicycle lanes / facilities shall be inspected and maintained in a manner to account for and accommodate the intended user of those lanes / facilities. Without limiting the generality of the foregoing, all maintenance as required by this section 2.1.1 shall be completed by the Municipality in accordance with the then current Minimum Maintenance Standards, and/or

~~Ontario Traffic Manual Book 18, whichever standard is greater.~~

- Identification / placement of appropriate warning equipment, including but not necessarily limited to signage or placement of traffic barrel(s), shall occur as soon as practicable after discovery of any defect and/or unsafe condition within any bicycle lane or facility and thereafter maintained until requisite repair completed.

2.2. Maintaining Gravel Shoulders

Service Description: Identification and repair of defects along gravel shoulder of roads, including but not limited to potholes, cracks, and edge maintenance.

Service Details:

- All maintenance and repair works shall be completed by Municipality in compliance with then current Minimum Maintenance Standards.
- As constructed width, minus 0.3 m., shall be graded as required to maintain compliance with the Minimum Maintenance Standards and at all times at least two (2) times per year.
- Where partially or fully paved shoulders exist, the shoulder width referenced immediately above shall be measured from the nearest edge of the driving lane (white line).
- Isolated or spot shoulder gravelling, including supply and installation of Granular “A” material to a maximum of ten (10) tonnes and not exceeding twenty (20) m. in length at any single location, shall be completed as required to works eliminate edge of pavement drop-offs, standing water, or depressions, which works may require berm removal to promote positive sheet flow.
- In the event that the Municipality, acting reasonably, determines that isolated or spot shoulder graveling works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of Granular “A” material and/or over a length in excess of twenty (20) m. at any single location to comply with the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold(s) shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.3. Sweeping

Service Description: Sweeping of County Roads. Service Details:

- Sweeping of County roads shall be completed two (2) times during each calendar year in Settlement Areas and as required in Agricultural Areas, both of which Areas are as identified in the County of Elgin Official Plan (Schedule “A” – Land Use).

2.3.1. Sweeping of Designated Bicycle Lanes / Facilities

Service Description: Sweeping of Designated bicycle lanes / facilities. Service Details:

- Designated bicycle lanes / facilities shall be swept as required to account for and accommodate the intended user of such lanes / facilities and which must occur at least once during the months of May, June, July, August, and September of each calendar year.
- Sweeping of designated bicycle lanes / facilities as specified immediately above shall be deemed to be additional works to which s.

5.2 of the Road Maintenance Agreement shall apply.

3.0. Roadside Maintenance

3.1 Debris Control

Service Description: Removal of material deposited on the travelled portion of the road or shoulder, either intentionally or unintentionally and including but not limited to mud, rocks, dead animals, trash, and other debris.

Service Detail:

- Debris should be removed from the travelled portion of the road or shoulder as soon as practicable after discovery

3.2. Vegetation Control

Service Description: Cutting of overgrown or unwanted vegetation along roads, at intersections, and under and around bridges, culverts, and safety systems.

Service Details:

- Cutting of vegetation along roads shall be completed two (2) times during each calendar year, once in the spring season and once in the fall season, to a minimum width of 3.6 m. from the exterior edge of the closest shoulder in spring and a minimum width of 1.8 m. from the exterior edge of the closest shoulder in the fall.
- Vegetation shall be cut or sprayed, subject to the County No Spray Policy, from around guide rail posts and, where practicable, to a minimum width of 1.8 m. behind any guide rail.
- Vegetation shall be cut from road allowances at intersections to achieve a clear sight distance of at least 200 m. in all directions from such intersections. The vegetation shall be cut to a height no greater than 0.3 m.
- With respect to culverts, bridges, and safety systems, including but not limited to guide rails, vegetation shall be cut at least once during each calendar year and, at that time, removed from beneath and within 3 m. of such culverts, bridges, and safety systems.
- The Municipality shall ensure that the full width of the County road allowance is free of invasive and noxious weeds and / or larger brush and vegetation that impedes sightlines and / or drainage facilities. Any such larger vegetation should be removed as soon as practicable by the Municipality and at all times before the canopy of any such vegetation begins to encroach upon the road allowance.
- The Municipality shall perform routine vegetation maintenance, including but not as a limited to weed trimming, around any Elgin County “Gateway” signs within the territorial limits of the Municipality.

3.3. Tree Maintenance / Removal

Service Description: Identification and removal of dead trees and hazardous

limbs. Service Details:

- Tree limbs that pose a safety hazard to the public users of a County road shall be removed as soon as practicable after discovery and identification.
- Dead trees that pose a safety hazard to the public users of a County road shall be removed within one (1) year of discovery and identification.

- Stumps of removed trees in non-landscaped areas shall be ground down to be level with surrounding terrain while stumps within landscaped areas shall be further restored with topsoil and seed to match the surrounding terrain.

3.4. Noxious Weed Control

Service Description: Cutting and spraying of noxious weeds and invasive species. Service Details:

- Use of herbicide(s) to control unwanted vegetation, including but not limited to noxious weeds and other invasive species, shall conform to the Elgin (County) “No Spray Policy”, a copy of which policy is appended to this Schedule “C”.

4.0. Drainage Facilities Maintenance

4.1. Cleaning of Drainage Facilities

Service Description: Cleaning and removal of obstructions from drainage facilities within County road allowances or otherwise servicing County roads, including but not limited to all outlets, subdrains, storm sewers, curbs and gutters, and catch basins.

Service Details:

- Storm drainage facilities shall be cleaned when identified as experiencing restricted flows (i.e. gutter outlets/swales). This work may require video investigations, flushing, removal of obstructions, including but not limited to roots, and other steps to reestablish unrestricted flows.
- Catch basins shall be cleaned as required if debris has filled sumps but in all cases at least one time during each two (2) calendar year period.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be cleaned pursuant to this Road Maintenance Agreement.

4.2 Repairs to Drainage Facilities

Service Description: Identification of defects and deficiencies in and repair of drainage facilities within County road allowances or otherwise servicing County roads.

Service Details:

- Grate replacement, riser repairs, and patching around catch basins will be completed under and as routine maintenance and repair operations as contemplated by this Road Maintenance Agreement.
- All other defects and deficiencies in drainage facilities will be reported by the Municipality to the County Superintendent and any remedial repairs will be completed under arrangements made by the County, if by the Municipality as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement will apply.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be repaired pursuant to this Road Maintenance Agreement.

4.3. Ditch Maintenance

Service Description: Ditches within County road allowances to be kept in a condition maintaining positive water flow and eliminating standing water.

Service Details:

- Required ditch maintenance limited to fifty (50) m. in length at any single location.
- In the event that the Municipality, acting reasonably, determines that ditch maintenance in excess of fifty (50) m. in length is required at any single location in order to maintain positive water flow and eliminate standing water or to otherwise conform to any requirement provided for in the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

5.0. Bridges and Culverts

5.1. Structure Cleaning

Service Description: Cleaning of all bridges and culverts on, above, or under County roads.

Service Details:

- Municipality shall clean all bridges and culverts on, above, or under County road once during a calendar year and in accordance with the current guidelines provided in the Bridge and Culvert Management Course offered by the Ontario Good Roads Association.
- All culverts shall be cleaned using water jets for flushing or other effective means to re-establish water flow that has been restricted by, amongst other things, material and debris.
- Any and all defects and deficiencies, or observation or evidence thereof, in the structure, condition, or operation of any bridge or culvert shall be reported, immediately upon discovery and in writing, to the County Superintendent.

5.2. Erosion Control

Service Description: Installation of stone or similar material to prevent erosion around bridges and culverts, including but not limited to structural elements thereof.

Service Details:

- Municipality shall be responsible for the cost of supplying and installing up to ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location to prevent erosion around any such bridge or culvert, including but not limited to structural elements thereof.
- In the event that the Municipality, acting reasonably, determines that the erosion control works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

6.0. Safety Devices

6.1. Road Markings

Service Description: Painting of road markings upon travelled portion of County roads,

including but not limited to centreline markings, edge of lane markings, stop blocks, turn arrows, and lines / symbols denoting Designated Bicycle Lanes / Facilities.

Service Details:

- Municipality to paint (or re-paint) all existing Road markings on County Roads once during each calendar year, ~~and in accordance with the Ontario Traffic Manual – Book 11.~~
- As further guidance, the County notes that the white, edge of lane markings requiring annual painting (or re-painting) are generally located at road crests and sags, curves, narrow structures, Class 1 roads, and roads with partially or fully paved shoulders. Furthermore, most County Road intersections also incorporate the merging lanes, turning tapers, and radii that also require annual painting. In all such circumstances and with particular respect to the afore-noted road design and markings, the Municipality shall conform strictly to the requirements of the said Ontario Traffic Manual – Book 11.
- Where the County has designed and constructed paved shoulders designated as a bicycle lane / facility and on an annual basis, the Municipality shall paint (or re- paint) two (2) solid white edge lines to create a buffer zone in relation to such Designated Bicycle Lane / Facility. The painting of such second edge line shall be deemed to be additional services pursuant to s. 4.5 of this Agreement and to which s. 5.2 herein shall apply.
- On or before January 31 of each calendar year, the County shall advise the Municipality of resurfacing projects planned for County roads during the course of such calendar year and the anticipated timing of same and the Municipality, in consultation with and notice to the County Superintendent, the Municipality may exercise its discretion to defer road marking of such County Roads until the following calendar year. In this regard, the County acknowledges that it shall be responsible for arranging and paying for painting (or re-painting) of road markings necessitated solely by such resurfacing projects or other capital works on County roads.

6.2. Road Signs

Service Description: Maintenance of all existing regulatory, warning, and information road signs and beacons, re-installation of damaged or stolen road signs and beacons, and removal of unauthorized signs.

Service Details:

- Municipality to install and maintain all road signs and beacons in accordance with the then current Minimum Maintenance Standards, ~~and the Ontario Traffic Manual.~~
- Municipality is responsible for all costs to supply signs and materials to re-install damaged or stolen road signs and battery-operated beacons.
- The County shall be responsible for reimbursement of the Municipality for all labour and/or material costs incurred by the Municipality in the replacement and reinstallation of road signs that fail a reflectivity inspection conducted as part of routine testing, provided that the Municipality prepare and deliver an invoice to the County in respect of such costs in accordance with ss. 4.5 and. 5.2 of the Road Maintenance Agreement.
- The Municipality shall immediately remove any and all unauthorized signage attached to County infrastructure, including but not limited to road signs and beacons. The County shall provide the Municipality with copies of all sign permits issued for County Roads to assist the Municipality in determining which signs are authorized.
- The Municipality shall remove any and all signage determined to be a safety

concern due to the sight line or drainage obstruction or is otherwise found to be in an unsafe condition or position that poses a potential safety risk to the public users of a County road.

- Signage to warn motorists of areas identified to have high numbers of collisions between deer and motor vehicles will be installed with operating beacons on or before October 1 of each calendar year and thereafter remain in place, in good operating condition, until January 1 of the following calendar year; provided that, at all the times, such beacons shall be removed and alternative approved signage installed.
- At the request of and as supplied by the County, the Municipality shall install Elgin County roadway directional/information signs and Elgin County Tourism signs. Municipal works undertaken to install and/or re-install such roadway directional/information signs are required works contemplated by the within Road Maintenance Agreement and do not constitute additional works thereunder. Municipal works undertaken to install and/or re-install Elgin Tourism signs are not required works contemplated by the within Road Maintenance Agreement and will constitute additional works thereunder and the cost thereof shall be invoiced to the County pursuant to ss. 4.5 and 5.2 of the said Agreement.
- Municipality is and shall be solely responsible for supply and installation (or re-installation) of Hamlet / Community Identification signage and, if necessary, the Municipality shall obtain a permit authorizing such installation from the County. For clarification, it is acknowledged that a permit for such Hamlet/Community Identification Sign is not required if, without alteration in detail or design, a pre-existing Sign is being re-installed at the same location while a permit is required if a new or altered Sign is being installed or re-installed, whether at a new or existing location.
- All signs as contemplated by this sub-section shall be installed on wooden 4" x 4" posts, save and except for signs with dimensions of 90 cm x 90 cm (or larger) and which signs shall be installed on 6" x 6" wooden posts with a 2' x 4' bracing.

6.3. Guide Rail and Traffic Barrier Systems

Service Description: Maintenance and repair of all existing road safety systems, including but not limited cable guide rails, steel beam guide rails, and end treatments.

Service Details:

- Municipality to maintain and repair all existing road safety systems to the then current Ontario Provincial Standard Specifications.
- In the event that an existing road safety system is damaged as the result of a motor vehicle collision, the Municipality shall forthwith notify the County Superintendent and thereafter effect any required repairs to the said road safety system as soon as practicable following such notification.
- Until the annual deductible as referenced below is surpassed, the Municipality shall arrange and pay for repair and/or maintenance of any such damaged road safety system.
- Municipality is responsible financially for the first \$10,000.00 spent annually to complete repairs to or otherwise maintain all road safety systems to which this Road Maintenance Agreement applies (hereinafter "annual deductible"). The Municipality shall inform the County Superintendent upon the annual deductible being surpassed and thereafter forward to the County Superintendent evidence confirming same.
- After the annual deductible is surpassed, the County shall be responsible for paying for repair and/or maintenance of all road safety systems to which the within Road Maintenance Agreement applies; provided that Municipality shall

perform or otherwise arrange performance of such repair and maintenance

works as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

- In the event that the County makes recovery of repair costs from any responsible third party and those costs, either in whole or in part, were paid in the first instance by the Municipality within the annual deductible referenced above, then Elgin, within the calendar year within which such recovery was made from that responsible third party, shall calculate, reconcile, and make appropriate adjustment and/or payment to the Municipality for the amount of such recovery, or portion thereof, which is or was attributable to the costs paid for by the Municipality within the said annual deductible.
- The cost of repair and maintenance of any road safety system as caused or contributed to by the operations of the Municipality, including but not limited to any failure to perform the within Scope of Services, shall not be taken into account in any calculation to determine if the annual deductible has been surpassed.

6.4. Road Closures

Service Description: Management and co-ordination of and participation in closures and detours of County roads.

Service Details:

- Municipality shall co-operate and participate in all emergency closure and emergency detour events on any County road to which this Road Maintenance Agreement applies.
- All works provided by the Municipality in managing, supervising, or facilitating any road closure or detour event are required services under this Road Maintenance Agreement and do not constitute additional works thereunder to which ss.4.5 and 5.2 thereunder applies; provided that, when and where the Municipality provides road closure and/or detour services associated with or related to a planned capital project on a County Road and/or bridge/culvert/drainage facility, those road closure and/or detour services shall be considered and deemed as additional services pursuant to s. 4.5 herein and the Municipality shall thereafter invoice and the County shall pay the cost of those services pursuant to s. 5.2 herein.
- Municipality shall manage, supervise, and participate in the closure and detour of any County road as requested by the Municipality or the public, and approved by the County, to accommodate an approved local event, including but not limited to a parade, cultural festival, or cycling, running or other athletic competition, and such services do not constitute additional works under the within Road Maintenance Agreement to which ss. 4.5 and 5.2 applies.

7.0. Winter Control

Service Description: Winter road and bridge maintenance of County roads, including but not limited to winter weather, snowfall, and ice prevention monitoring, salting / sanding, snowplowing, ice blading, and standby patrols.

Service Details:

- Municipality to perform all winter control services on County Road and bridges to which Road Maintenance Agreement applies to conform to then current Minimum Maintenance Standards.
- Municipality will also perform winter control services on highway bridges and overpasses not owned by or under jurisdiction of County but otherwise connecting to at least parts of County roads.

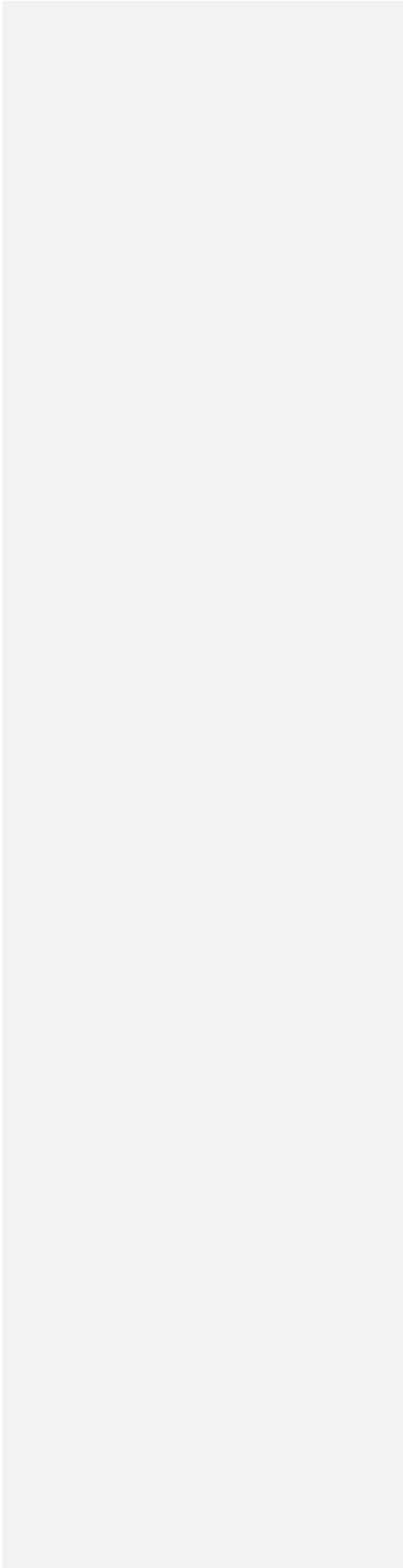
- Where and when applicable, the Municipality shall follow the “*Canadian Code of Practice for the Environmental Management of Road Salts*” and the County of Elgin’s “*Road Salt Management Plan*”, a copy of which latter document is included in the appendix to this Schedule.

8.0. Appendix

- 8.1. The attached Appendix of relevant Elgin County Policies / Plans reflecting upon or related to this Scope of Services forms part of this Schedule “C”.
- 8.2. As of January 1, 2023, the attached Appendix includes photocopies of the following Elgin County Policies / Plans
 - No Spray Policy
 - Deer Warning Signage Policy
 - Road Salt Management

Plan Effective: January 1, 2023

APPENDIX



SCHEDULE “D”

MONTHLY INVOICE FORMAT

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SCHEDULE “D”

MONTHLY INVOICE FORMAT

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Date:		
Invoice No.		
<div>(NAME OF MUNICIPALITY)</div> Invoice for County Road Maintenance Activities completed for the month of		
Item	Description	Amount
1	Monthly Road Maintenance Payment (Schedule E)	\$
2	Additional Services - Attach a calculation and all relevant documentation	\$
TOTAL DUE		\$
<div>Monthly Inspection Confirmation</div> Date of Monthly Inspection: Name of Inspector:		
<div>Documentation Included with this invoice</div> (i) Quarterly Road Work Report (ii) Annual Financial Report		

SCHEDULE “E”

PAYMENT SCHEDULE

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SCHEDULE “E”

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PAYMENT SCHEDULE

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Name of Municipality: Central Elgin

Total Payment (2023): \$796,941.70

Payment Schedule (By Month):

January , 2023	\$119,541.25	(15%)
February , 2023	\$119,541.25	(15%)
March , 2023	\$39,847.08	(5%)
April , 2023	\$39,847.08	(5%)
May , 2023	\$39,847.08	(5%)
June , 2023	\$39,847.08	(5%)
July , 2023	\$39,847.08	(5%)
August, 2023	\$39,847.08	(5%)
September , 2023	\$39,847.08	(5%)
October , 2023	\$39,847.08	(5%)
November , 2023	\$119,541.25	(15%)
December , 2023	\$119,541.25	(15%)
Total \$796,941.70		(100%)

SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

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SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

Date:
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Works Required	Date Identified	Date Works Completed / Scheduled	Notes	Patroller

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

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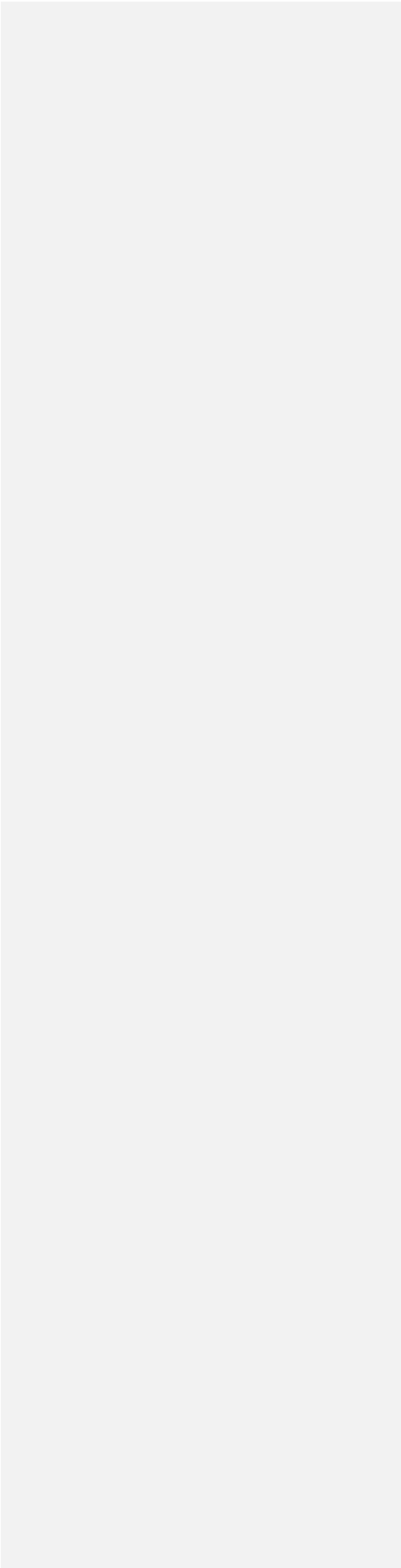
SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

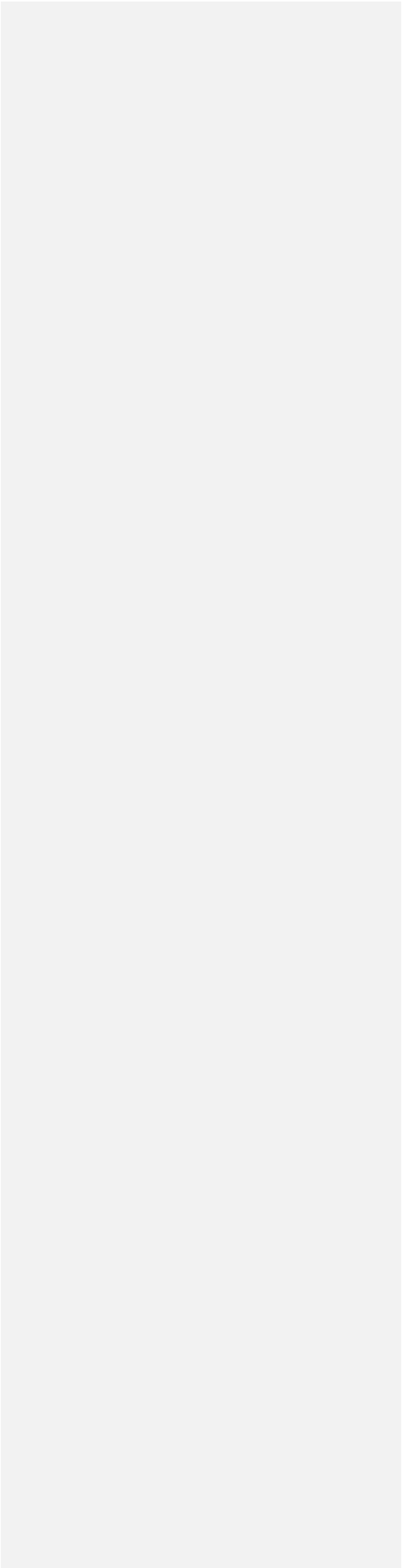
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	Labour	Equipment	Materials/ Contracts	Admin	Other	Totals
Inspection/Patrol	\$	\$	\$	\$	\$	\$
Road Surfaces	\$	\$	\$	\$	\$	\$
Roadside	\$	\$	\$	\$	\$	\$
Drainage Systems	\$	\$	\$	\$	\$	\$
Bridges/ Culverts	\$	\$	\$	\$	\$	\$
Safety Devises	\$	\$	\$	\$	\$	\$
Winter Control	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

SCHEDULE “H”
WINTER ROAD SALT USE AND WINTER CONTROL OPERATIONS
QUESTIONNAIRE FORMAT



SCHEDULE “I”
QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)
FORMAT



SCHEDULE “I”

QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)

Date:
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Deficiency	Date Identified	Date Repaired / Scheduled	Notes	Patroller

SCHEDULE “J-1”

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TERMS OF REFERENCE – OPERATIONS COMMITTEE

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SCHEDULE “J-1”

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TERMS OF REFERENCE – OPERATIONS COMMITTEE

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Mandate:

- 1. Identification and details of upcoming repair/maintenance projects relevant to Road Maintenance Agreement.
- 2. Identification and details of upcoming capital projects relevant to Road Maintenance Agreement.
- 3. Identification, discussion, and resolution of operational issues related to Road Maintenance Agreement.
- 4. Referral of unresolved issues related to Road Maintenance Agreement to Governance Committee.
- 5. Identification and discussion of potential shared procurement opportunities for County and Local Municipal Partners as relevant to Road Maintenance Agreement.
- 6. Coordination of shared Service delivery relevant to Road Maintenance Agreement.

Composition:

County Engineer (or designate); and
Local Municipal Roads Superintendents (or designates).

Quorum:

County Engineer (or designate) plus majority of Local Municipal Roads Superintendents (or designates).

Chair:

County Engineer (or designate).

Recorder:

Arranged and provided by County Engineer.

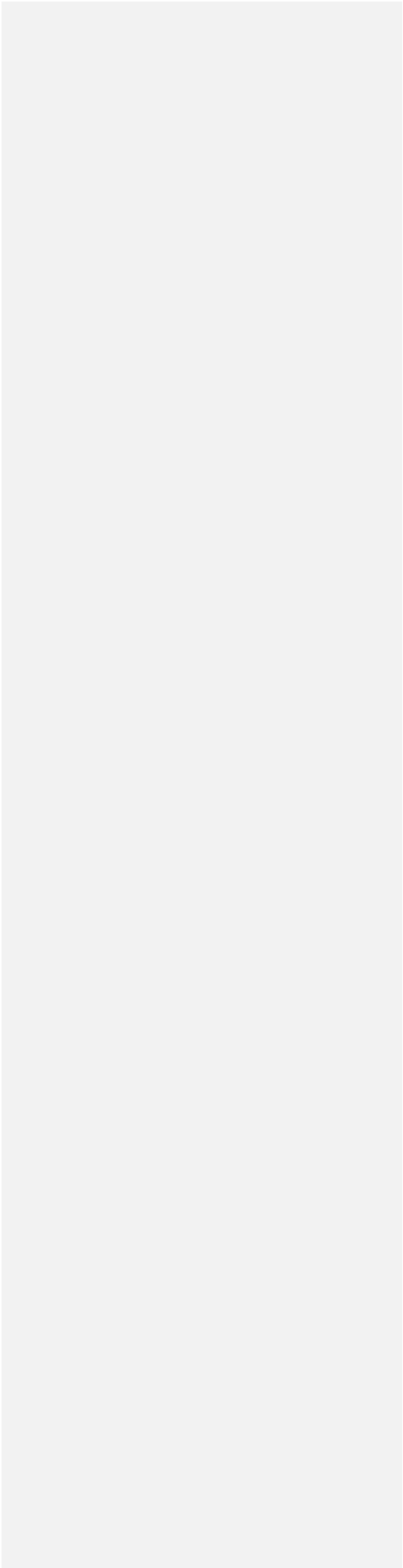
Meeting Schedule:

At least one (1) meeting per quarter calendar year upon dates and at times established by Committee Members at first meeting of Committee each calendar year.

Agenda

- 1. To be prepared and circulated by County representative at least ten (10) days prior to next scheduled meeting.
- 2. Specific agenda item requests, including relevant documentation, to be delivered to County representative at least seven (7) days prior to Agenda circulation date.

SCHEDULE “J-2”
TERMS OF REFERENCE – GOVERNANCE COMMITTEE



SCHEDULE “J-2”

TERMS OF REFERENCE – GOVERNANCE COMMITTEE

Mandate:

- 1. Receive and consider the Annual Compliance Report prepared and delivered by the County.
- 2. Identify, consider, and provide direction/guidance in relation to organizational and/or systemic concerns relating to Road Maintenance Agreement, including but not limited to matters identified within the Annual Compliance Report prepared and delivered by the County.
- 3. Consider and discuss unresolved operational issues referred from Operations Committee.
- 4. Identify consensual draft amendments to Road Maintenance Agreement for presentation to Elgin County Council and Local Municipal Councils, such amendments to include but not to be limited to subject matter of any resolution of operational issues referred from Operations Committee.
- 5. Consider and promote general compliance with provisions of Road Maintenance Agreement.

Composition:

Chief Administrative Officer – Elgin (County) (or designate); and,
Chief Administrative Officers - Local Municipal Partners (or designates).

Meeting Schedule:

As required but at least semi-annually, including as convened and held in conjunction with any regular meeting of Chief Administrative Officers of both Elgin (County) and all constituent Local Municipal Partners within the territorial limits of Elgin County.

Agenda

- 1. To be prepared and circulated by Elgin (County) Chief Administrative Officer at least seven (7) days prior to next scheduled meeting.
- 2. Specific agenda item requests, including relevant documentation, to be delivered to Elgin (County) Chief Administrative Officer at least seven (7) days prior to Agenda circulation date.

EFFECTIVE as of the 1st day of January, 2023.

B E T W E E N :

THE CORPORATION OF THE
COUNTY OF ELGIN

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

COUNTY ROADS MAINTENANCE AGREEMENT



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Meeting Minutes of May 3, 2023
Approved June 7, 2023

Members in attendance:

John Scholten, Chair	Township of Norwich
Michael Columbus, Vice-Chair	Norfolk 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:

Shelley Ann Bentley	Haldimand County
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Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Leigh-Anne Mauthe, Interim Manager of Watershed Services
 Zachary Cox, Interim Marketing Coordinator
 Dana McLachlan, Executive Assistant

1. Welcome and Call to Order

The Chair called the meeting to order at 6:30 p.m., Wednesday, May 3, 2023.

2. Additional Agenda Items

There were no additional agenda items.

3. Declaration of Conflicts of Interest

None were declared.

4. Minutes of the Previous Meeting

a) Board of Directors Meeting of April 5, 2023

There were no questions or comments.

FULL 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

A-45/23

Moved by C. Van Paassen
Seconded by T. Masschaele

THAT the minutes of the LPRCA Board of Directors Meeting held April 5, 2023 be adopted as circulated.

Carried

5. Business Arising

No business arising from the previous minutes.

6. Review of Committee Minutes

There were no Committee Minutes presented.

7. Correspondence

There was no correspondence presented for review.

8. Development Applications

a) Section 28 Regulations Approved Permits

Through the General Manager's delegating authority, 21 applications were approved in the past month. LPRCA-54/23, LPRCA-60/23, LPRCA-61/23, LPRCA-62/23, LPRCA-63/23, LPRCA-64/23, LPRCA-65/23, LPRCA-66/23, LPRCA-67/23, LPRCA-68/23, LPRCA-69/23, LPRCA-71/23, LPRCA-73/23, LPRCA-74/23, LPRCA-75/23, LPRCA-76/23, LPRCA-77/23, LPRCA-78/23, LPRCA-79/23, LPRCA-80/23 and LPRCA-81/23

All of the staff-approved applications met the requirements as set out in LPRCA's policies for the administration of Section 28 of the *Conservation Authorities Act*.

A-46-23

Moved by D. Beres
Seconded by P. Ypma

THAT the LPRCA Board of Directors receives the Section 28 Regulations Approved Permits report dated May 3, 2023 as information.

Carried

FULL 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

9. New Business

a) General Manager's Report

The General Manager provided an overview of operations this past month.

The General Manager and the Vice-Chair attended the Conservation Ontario Annual General Meeting on April 3, 2023.

The Planning Department issued 41 permits as at April 25, 2023, down slightly from last year.

Bill 97 had first reading on April 6, 2023 and there was no schedule amending the *Conservation Authorities Act*. A staff report will be presented at the June meeting.

The Campgrounds were opened May 1, 2023 and to date there are 403 seasonal camping sites registered. Hiring is ongoing, and upgrades and seasonal repair work continues at all of the campgrounds.

Staff participated in two tree planting events in April. On April 22, in partnership with Norfolk County staff, a planting event was hosted with approximately 40 scouts to plant 2,750 trees. On April 27, LPRCA staff hosted 10 students from Glendale High School and 800 trees were planted.

A-47/23

Moved by R. Weisler

Seconded by S. Patterson

That the LPRCA Board of Directors receives the General Manager's Report for April 2023 as information.

Carried

b) Q1 Financial Report – March 31, 2023

The Manager of Corporate Services reviewed the financials up to and including March 31, 2023.

Revenues to date represent 27.4% of the annual budget and expenditures 14.9%.

Planning revenues are down 4% from the previous year, Forestry revenues are currently projected to meet target, and the campgrounds are also currently projected to meet the year-end target.

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Overall, the Authority is in a positive financial position for the first quarter of 2023.

A-48/23

Moved by P. Ypma

Seconded by M. Columbus

THAT the LPRCA Board of Directors receives the Q1 Financial Report – March 31, 2023 for the period up to and including March 31st, 2023 as information.

Carried

c) LPRCA Strategic Plan 2024-2027

The current 2019-2023 Strategic Plan ends at the end of this year. Many elements of the current plan remain relevant with some minor updates needed.

Staff recommended a refresh of the 2019-2023 Strategic Plan, with input from staff and the board, for the 2024-2027 Strategic Plan.

A-49/23

Moved by D. Beres

Seconded by R. Weisler

THAT the LPRCA Board of Directors directs staff to review the 2019-2023 Strategic Plan and present the Board with a Strategic Plan Refresh for the 2024-2027 period.

Carried

d) Regulations Officer and Provincial Regulations Officer Appointment

Isabel Johnson, Resource Planner, recently completed a Level 1 Provincial Offences Officer training session. With this appointment, there will be two staff members appointed as LPRCA Regulations Officers and Provincial Offences Officers for the purpose of compliance and enforcement of Section 28 and 29 of the *Conservation Authorities Act*, and five staff members appointed for the purpose of compliance and enforcement of Section 29 of the *Conservation Authorities Act* and the *Trespass to Property Act*.

A-50/23

Moved by T. Masschaele

Seconded by D. Brunton

THAT the LPRCA Board of Directors appoint Isabel Johnson, Resource Planner, as an LPRCA Regulations Officer and Provincial Offences Officer for the purpose of compliance and enforcement of any regulation made under Section 28 and 29 of the

FULL 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

Conservation Authorities Act and the Trespass to Property Act.

Carried

e) Vittoria Class Environmental Assessment RFP – Consulting Services

The Vittoria Dam, constructed between 1805 to 1810 and rebuilt in 1964, is showing noticeable deterioration. A Dam Safety Review was completed on the dam in 2014/2015 that identified a number of deficiencies and recommended an Environmental Assessment (EA) to address a number of concerns and provide solutions for the dam based on the potential for significant environmental effects. An application for funding was submitted to the Water and Erosion Control Infrastructure (WECI) program, and LPRCA was successful in their request for funding receiving approval for 50% of the total costs to a maximum of \$75,000. The remaining 50% was included in the 2023 capital.

A Request for Proposal (RFP) was issued for the Vittoria Dam Class EA project and four proposals were received by the deadline. Three of the proposals met the RFP requirements and staff recommended the tender be awarded to Matrix Solutions Inc.

Matrix's proposal most aligned with the project requirements and schedule.

A-51/23

Moved by C. Van Paassen
Seconded by D. Brunton

THAT the LPRCA Board of Directors approve retaining Matrix Solutions Inc. for engineering services to complete a Class EA for Remedial Flood and Erosion Control Projects for the Vittoria Dam at a cost of \$138,450 exclusive of HST plus \$960 per additional meeting, if required.

Carried

The closed session began at 7:12 p.m.

10. Closed Session

A-52/23

Moved by R. Weisler
Seconded by T. Masschaele

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

- Personal matters about an identifiable individual, including employees of the Authority

Carried

FULL 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

The board reconvened in open session at 7:20 p.m.

The Board approved the closed meeting minutes of April 5, 2023 in the closed session.

Adjournment

The Chair adjourned the meeting at 7:20 p.m.

John Scholten
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, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 23-29**

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

**Paul Wagler/
9600 Walker Road**

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

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

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

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

1. **THAT** Schedule A, Map No. 48 of By-law 18-22, as amended, is hereby further amended by changing the site-specific Farm Industrial "M3-3-H1" zone symbol applicable to the lands located in Part of Lot 26(99), Concession 7, N.S.T.R., as shown on the attached map comprising of Map 48, to "M3-3-H."
2. **THAT** Section 8.6 of Zoning By-law 12-22, as amended, is hereby further amended by deleting subsection 8.6.3 in its entirety and replacing it with the following:

"8.6.3 a) Defined Area

M3-3-H as shown on Schedule "a", Map No. 48

b) Permitted Uses

existing single unit dwelling

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

c) Maximum Floor Area

metal roofing and siding fabrication facility 2000 m²

d) Minimum Number of Parking Spaces

one (1) space per employee

3. **THAT** prior to the "H" symbol being removed a Noise Impact Study, prepared by a qualified person, is undertaken which assesses the noise impacts of the proposed use and a site plan

agreement is entered into covering requirements for the implementation of any appropriate mitigation measures, to the satisfaction of the Township of Malahide.

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.

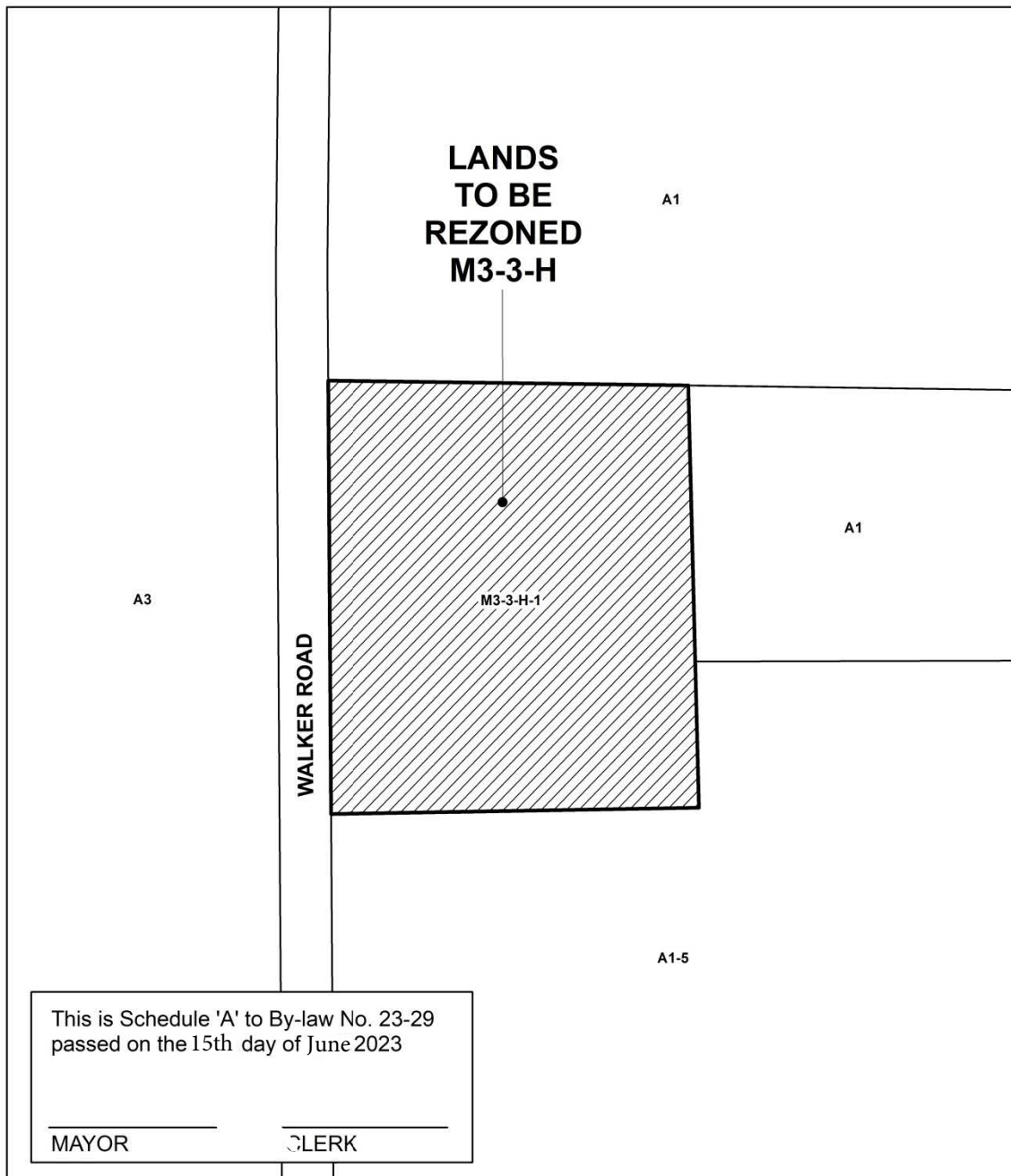
READ a **FIRST** and **SECOND** time this 15th day of June, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of June, 2023.

Mayor – D. Giguère

Clerk – A. Adams

SCHEDULE A



THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-46**

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 June 15, 2023, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of June, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of June, 2023.

Mayor, D. Giguère

Clerk, A. Adams