



**The Corporation of the Township of Malahide**  
**REGULAR COUNCIL MEETING AGENDA**  
**May 2, 2024 – 7:30 p.m.**

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

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- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1**
- (D) Presentations/Delegations/Petitions
  - Public Meeting –Zoning By-law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8-51829 Yorke Line **RES 2-4**
- (E) Reports of Departments
  - (i) Director of Fire & Emergency Services
  - (ii) Director of Public Works
    - Port Bruce Provincial Park Maintenance Agreement 2024 **RES 5**
    - Request for Minor Improvement – Hewer Drain **RES 6**
  - (iii) Director of Corporate Services/Treasurer
    - 2024 Tax Rates **RES 7**
  - (iv) Building/Planning/By-law
    - Bill 185 - Cutting Red Tape to Build More Homes Act & Provincial Policy Statement 2024 – Policy Change Summary **RES 8**
    - Planning and Regulatory Approvals for Wind Turbine Operations **RES 9**
    - Guenther Homes Tax Increment Equivalent Grant (TIEG) Report **RES 10**
  - (v) Clerk
  - (vi) CAO

(F) Reports of Committees/Outside Boards **RES 11**

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

(G) Correspondence **RES 12**

1. Association of Municipalities of Ontario - WatchFile-April 18, 2024, and April 25, 2024
2. East Elgin Community Complex – Canada Day Event Sponsorship Package
3. YWCA - Aquatics Program for Township of Malahide
4. Elgin Children’s Foundation – Proclamation of June 8<sup>th</sup>, 2024 as LemonAID Day
5. Harrietsville Women’s Institute – School Bus Safety “Stop-arm Cameras”
6. Petition - Forbid Fishing & Boating at Dixie Estate Park Pond
7. Western Ontario Warden’s Caucus – Support for Small Business Enterprise Centre Funding
8. Municipality of St. Charles – Household Food Insecurity
9. Township of Clearview Endorsement of Bill C-63 in the House of Commons
10. St. Catharines - Provincial Regulations Needed to Restrict Keeping of Non-native ("exotic") Wild Animals
11. Town of Plympton-Wyoming – Energy Transition
12. Municipal Property Assessment Corporation (MPAC) – 2023 Financial Statements

(H) Other Business

(I) By-laws **RES 13**

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

(J) Closed **RES 14-15**

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

(K) Confirmatory By-law **RES 16**

(L) Adjournment **RES 17**

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*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.*

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1. THAT the minutes of the regular council meeting of Council held on April 18, 2024 be adopted as printed and circulated.
2. THAT the Public Meeting relating to the Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line) of be called to order at 7: \_\_p.m.
3. THAT the Public Meeting relating to the Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line) of be adjourned to order at 7: \_\_p.m.
4. THAT Report No. DS-24-17 entitled "Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line)" be received;

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

5. THAT Report No. PW-24-18 entitled "Port Bruce Provincial Park Maintenance Agreement 2024" be received.
6. THAT Report No. PW- 24-17 entitled "Request for Minor Improvement – Hewer Drain" be received;

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

7. THAT Report No. FIN-24-16 entitled "2024 Tax Rates" be received for information.
8. THAT Report No. DS-24-19 entitled "Bill 185 - Cutting Red Tape to Build More Homes Act & Provincial Policy Statement 2024 – Policy Change Summary" be received;

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

9. THAT Report No. DS-24-21 entitled "Planning and Regulatory Approvals for Wind Turbine Operations" be received.
10. THAT Report No. DS-24-20 entitled "Guenther Homes Tax Increment Equivalent Grant (TIEG) Report" be received;  
AND THAT Malahide Council approves the Tax Increment Equivalent Grant for Peter Letkeman Guenther.
11. THAT the following Reports of Committees/Outside Boards be noted and filed:
  - Port Burwell Area Secondary Water Supply System – Draft Minutes of April 24, 2024
  - Kettle Creek Conservation Authority Minutes – March 27, 2024
12. THAT the following correspondence be noted and filed:
  1. Association of Municipalities of Ontario - WatchFile - April 18, 2024, and April 25, 2024
  2. East Elgin Community Complex – Canada Day Event Sponsorship Package
  3. YWCA - Aquatics Program for Township of Malahide
  4. Elgin Children's Foundation – Proclamation of June 8<sup>th</sup>, 2024 as LemonAID Day
  5. Harrietsville Women's Institute – School Bus Safety "Stop-arm Cameras"
  6. Petition - Forbid Fishing & Boating at Dixie Estate Park Pond
  7. Western Ontario Warden's Caucus – Support for Small Business Enterprise Centre Funding
  8. Municipality of St. Charles – Household Food Insecurity
  9. Township of Clearview Endorsement of Bill C-63 in the House of Commons
  10. St. Catharines - Provincial Regulations Needed to Restrict Keeping of Non-native ("exotic") Wild Animals
  11. Town of Plympton-Wyoming – Energy Transition
  12. Municipal Property Assessment Corporation (MPAC) – 2023 Financial Statements
13. THAT the following by-laws be considered read a first, second and third reading and properly signed and sealed:
  - By-law-24-19 – 2024 Tax Rates By-law
  - By-law-24-18 – Estate of Howard Row Rezoning

14. 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:

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

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

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

17. THAT the Council adjourn its meeting at \_\_\_\_\_ p.m. to meet again on May 16, 2024, at 7:30 p.m.

DRAFT

**The Corporation of the Township of Malahide**  
**April 18, 2024 – 7:30p.m.**  
Virtual Meeting – <https://youtu.be/4YN7b0tBSWo>

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

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

**Staff:** Chief Administrative Officer N. Dias, Clerk A. Adams, Director of Fire & Emergency Services J. Spoor, and Director of Public Works J. Godby

**CALL TO ORDER:**

Mayor Giguère took the Chair and called the meeting to order at 7:31p.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, Petition for Drainage – College Line, New Engineers Report – Learn Drain, and Petition for Drainage – Coelho. The nature of the conflict being that a Partner at Spriet Associates is an immediate relative of his.

**MINUTES:**

**No. 24-135**

**Moved By: Rick Cerna**

**Seconded By: Sarah Leitch**

**THAT the minutes of the regular meeting of Council held on April 4, 2024, be adopted as printed and circulated.**

**Carried**

**PRESENTATIONS/DELEGATIONS/PETITIONS:**

No items.

**REPORTS OF DEPARTMENTS:**

Director of Fire & Emergency Services

- Emergency Services Activity Report – Quarterly Report (January-March)

**No. 24-136**

**Moved By: Chester Glinski**

**Seconded By: Scott Lewis**

**THAT Report No. F-24-03 entitled “Emergency Services Activity Report – Quarterly Report (January-March) be received.**

**Carried**

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda item E– Reports of Departments, Petition for Drainage – College Line, New Engineers Report – Learn Drain, and Petition for Drainage – Coelho. He retired from the meeting and abstained from all discussions and voting on the matter.

Director of Public Works

-Petitions for Drainage – College Line

**No. 24-137**

**Moved By: Rick Cerna**

**Seconded By: Sarah Leitch**

**THAT Report No. PW-24-12 entitled “Petitions for Drainage – College Line” be received;**

**AND THAT John M. Spriet, P. Eng., of Spriet Associates, be appointed to prepare an Engineer’s Report for these petitions.**

**Carried**

- New Engineers Report – Learn Drain

**No. 24-138**

**Moved By: Scott Lewis**

**Seconded By: Rick Cerna**

**THAT Report No. PW-24-13 entitled “New Engineers Report – Learn Drain” be received;**

**AND THAT Mike Devos, P. Eng., of Spriet Associates, be appointed to prepare a new Engineer’s Report for the open portion of the Learn Drain, pursuant to *Section 78* of the *Drainage Act R.S.O. 1990*.**

**Carried**

- Petition for Drainage – Coelho

**No. 24-139**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT Report No. PW-24-15 entitled “Petition for Drainage – Coelho” be received;**

**AND THAT John M. Spriet, P. Eng., of Spriet Associates Ltd., be appointed to prepare an Engineer’s Report for the Coelho Petition pursuant to *Sections 5 to 8 of the Drainage Act R.S.O. 1990.***

**Carried**

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

- Tender Results: Supply and Placement of Road Granulars

**No. 24-140**

**Moved By: Mark Widner**

**Seconded By: Scott Lewis**

**THAT Report No. PW-24-16, entitled “Tender Results: Supply and Placement of Road Granulars” be received;**

**AND THAT, the tender for the Supply and Placement of Road Granulars Contract be awarded to McKenzie & Henderson Ltd. of Forest, Ontario in the amount of \$684,401.00, plus applicable taxes;**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with McKenzie & Henderson Ltd. for the purpose of completing the Supply and Placement of Road Granulars Program.**

**Carried**

- Off-Road Vehicles By-law – Designated Highways Amendment

**No. 24-141**

**Moved By: Chester Glinski**

**Seconded By: John H. Wilson**

**THAT Report No. PW-24-14 entitled “Off-Road Vehicles By-law – Designated Highways Amendment” be received;**

**AND THAT the Mayor and Clerk be authorized to execute an amending By-law for the purpose of updating the Designated Highways in the Off-Road Vehicles By-law with the addition of the Vienna Line portion that was verbally added as an amendment.**

**Carried**



Director of Corporate Services/Treasurer

- Council Chambers Renovations

**No. 24-142**

**Moved By: Sarah Leitch**

**Seconded By: Rick Cerna**

**THAT Report No. FIN 24-14 titled “Council Chambers Renovations” be received;**

**AND THAT the Council Chambers Renovations concept plan is approved as appended with consideration of the comments shared this evening.**

**Carried**

CLERK

-Social Media Policy

**No. 24-143**

**Moved By: Chester Glinski**

**Seconded By: Sarah Leitch**

**THAT Report No. CLERK-24-05 entitled “Social Media Policy” be received;**

**AND THAT the Social Media Policy attached be adopted and incorporated into Malahide’s Policy Manual, noting that such policy will replace the Social Media policy dated May 29, 2015.**

**Carried**

**REPORTS OF COMMITTEES/OUTSIDE BOARDS:**

**No. 24-144**

**Moved By: Scott Lewis**

**Seconded By: Rick Cerna**

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

- **Catfish Creek Conservation Authority Minutes – March 7, 2024**
- **Long Point Region Conservation Authority Minutes – March 1, 2024**
- **Kettle Creek Conservation Authority**
  - o **Annual General Meeting Minutes February 21, 2024**
  - o **Meeting Minutes – February 7, 2024**

**Carried**

**CORRESPONDENCE:****No. 24-145****Moved By: Chester Glinski****Seconded By: John H. Wilson****THAT items 3 and 4 be supported and the remaining items be noted and filed.**

- 1. Association of Municipalities of Ontario - WatchFile - April 4, 2024, and April 11, 2024**
- 2. Elgin County Council Highlights – April 9, 2024**
- 3. Correspondence from Jane Hawley- Local Doctor Shortage with East Elgin Family Health Team**
- 4. Town of Goderich – Phase-Out of Free Well Water Testing in the 2023 Auditor General’s Report**
- 5. Ministry of Finance – 2024 Ontario Budget items related to Municipal Taxation**
- 6. Treasury Board Secretariat – Emergency Management Ontario - Ontario’s Provincial Emergency Management Strategy and Action Plan: 2023 Annual Report**
- 7. Ministry of Natural Resources and Forestry – Regulation detailing new Minister’s Permit and Review powers under the Conservation Authorities Act**
- 8. Municipality of Thames Centre - Proposed Community Improvement Plan**

**Carried****OTHER BUSINESS:**

-Malahide Volunteer Firefighter Association – Request for portion of pier in Port Bruce for fireworks display

**No. 24-146****Moved By: Scott Lewis****Seconded By: Mark Widner**

**THAT Malahide Volunteer Firefighter Association be granted permission to utilize a portion of the pier in Port Bruce for the purpose of a fireworks display on Sunday, May 19<sup>th</sup> (rain date Monday, May 20<sup>th</sup>); SUBJECT to providing the Township with proof of Event Liability Insurance naming the Township of Malahide as an additional insured.**

**Carried**

**BY-LAWS:****No. 24-147****Moved By: Rick Cerna****Seconded By: Sarah Leitch**

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

- **By-law-24-13 - Off-Road Vehicles Amendment By-law with addition of the Vienna Line portion**

**Carried****CLOSED:****No. 24-148****Moved By: Rick Cerna****Seconded By: Chester Glinski**

**THAT Council move into Closed Session at 8:30 p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:**

- **Personal matters about an identifiable individual, including municipal or local board employees – Building Department Updates. (Section 239 (2)(b))**
- **Advice that is subject to solicitor client privilege, including communications necessary for that purpose relating to EECC Governance. (Section 239(2)(f))**

**Carried****No. 24-149****Moved By: Sarah Leitch****Seconded By: Scott Lewis**

**THAT Council move out of Closed Session and reconvene at 9:59p.m. in order to continue with its deliberations.**

**Carried****No. 24-150****Moved By: Mark Widner****Seconded By: Sarah Leitch**

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

- **Personal matters about an identifiable individual, including municipal or local board employees – Building Department Updates. (Section 239 (2)(b))**
- **Advice that is subject to solicitor client privilege, including communications necessary for that purpose relating to EECC Governance. (Section 239(2)(f))**

**Carried**

**CONFIRMATORY:**

**No. 24-151**

**Moved By: Rick Cerna**

**Seconded By: Sarah Leitch**

**THAT By-law No.24-17, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.**

**Carried**

**ADJOURNMENT:**

**No. 24-152**

**Moved By: Mark Widner**

**Seconded By: Rick Cerna**

**THAT Council adjourn its meeting 10:01p.m to meet again on May 2, 2024, at 7:30p.m.**

**Carried**

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Mayor – D. Giguère

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Clerk – A. Adams



**REPORT NO. DS-24-17**

**TO:** Mayor & Members of Council  
**DEPARTMENT:** Development Services  
**MEETING DATE:** May 2, 2024  
**SUBJECT:** **Zoning By-Law Amendment Application of the Estate of Howard Row (Authorized Agent: Colleen Row) relating to the property located at Part of Lot 2, Concession 8 Southern Division, Former Geographic Township of South Dorchester, Township of Malahide (51829 Yorke Line)**

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**RECOMMENDATION:**

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

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

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**PURPOSE & BACKGROUND:**

The subject Zoning By-law Amendment Application (the “Application”) has been submitted by the Estate of Howard Row (Agent Colleen Row), to implement the necessary zoning provisions required for a surplus farm dwelling severance. Specifically, the proposed severed parcel would be rezoned from “General Agriculture (A1)” to “Small Lot Agriculture (A4)” and the proposed retained parcel would be rezoned from “General Agriculture (A1)” to “Special Agriculture (A2)”.

The Application relates to the property located at Part of Lot 2, Concession 8 Southern Division, Geographic Township of South Dorchester, Township of Malahide, And Known Municipally As 51829 Yorke Line.

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

The analysis of the associated severance/consent application by the County Planning Department and Land Division Committee determined that the severance met all applicable policies (Provincial Policy Statement and Official Plan). The consent application was provisionally approved subject to the Applicant completing a number of conditions, one such being obtaining a zoning by-law amendment to rezone the retained parcel to prohibit a residential dwelling.

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## **COMMENTS & ANALYSIS:**

The subject lands are approximately 21.4 hectares (52.8 acres) in area and have approximately 312 metres (1023.6 feet) of frontage along Yorke Line and contain an existing single detached dwelling, three accessory structures and agricultural lands used for crop production. The lands are bounded by Yorke Line to the north and agricultural lands to the east, south and west. The South Branch of the Jolliffe Drain traverses the northern edge of the property.

The applicants were granted provisional consent approval (application E17-24) on March 27, 2024, to sever a parcel of land containing a surplus farm dwelling with a lot frontage of 93.45m (300 feet), a lot depth of 57.59m (188 feet) and a lot area of 0.54ha (1.33 acres). The retained lot has an area of 20.9ha (52 acres) and is proposed to continue to be used for agricultural uses.

### **Provincial Policy Statement (PPS)**

In Prime Agricultural Areas, the Provincial Policy Statement (PPS) permits lot creation for the purposes of severing an existing dwelling that has been rendered surplus as a result of farm consolidation, provided the new lot will be limited to a minimum size needed to accommodate the use and appropriate private services, as well as it is ensured that residential dwellings are prohibited on any remnant parcel of farmland (Section 2.3.4.1c). This application would amend the Zoning By-law to rezone the retained farm parcel to "A2" which would prohibit new residential uses from being established.

### **County of Elgin Official Plan**

The subject property is designated "Agriculture Area" on Schedule 'A', Land Use Plan and is identified as having frontage along a "Local Road" on Schedule 'B', "Transportation Plan".

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

**Malahide Official Plan**

The subject property is designated “Agriculture” on Schedule ‘A1’ (Land Use Plan). Schedule ‘A2’ (Constraints) denotes a “Hazard Lands” overlay on a small portion of the northwest corner of the property. The Malahide Official Plan permits secondary uses including surplus farm dwellings on separate lots (Section 2.1.2.2) in Agricultural designations.

Section 2.1.7 of the Official Plan permits lot creation for the severance of a surplus farm dwelling provided certain criteria are met, including that the existing dwelling be occupied for a minimum of ten years prior to the severance being considered; a land use conflict is not created with agricultural operations in the surrounding areas; the severed parcel is able to be serviced by private sanitary waste disposal system and a potable water supply that is situated within the severed lot; is located within 100 metres of an opened travelled road; and the severed and retained parcels are rezoned. The provisionally approved consent application (E27-24) met these criteria except for the requirement to ensure the subject lands were rezoned, which would be fulfilled through this application.

**Malahide Zoning By-law No. 18-22**

The subject property is zoned “General Agricultural (A1) Zone” on Key Map 8 of Schedule ‘A’ to the Township’s Zoning By-law No. 18-22, and a portion of the subject property is within the “Conservation Authority Regulated Lands Overlay”.

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

The proposed severed parcel is to be rezoned ‘Small Lot Agriculture (A4)’. This zone is intended to be applied to lots that are created as a result of a surplus farm dwelling severance to reflect the primary use of the lot being for residential purposes. The proposed severed parcel meets all other requirements of the A4 zone.

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**FINANCIAL IMPLICATIONS:**

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

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**LINK TO STRATEGIC & OPERATIONAL PLANS:**

<b>Priorities:</b>	Unlock Responsible Growth
<b>Tangible Results:</b>	Policy Driven Decision Making

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**CONSULTATION:**

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

- There have been no comments received from the general public as of the date of writing this report.

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**ATTACHMENTS:**

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

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

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

**Approved by:** N. Dias, Chief Administrative Officer



**APPLICATION FOR AZONING BY-LAW AMENDMENT<sup>17</sup>**

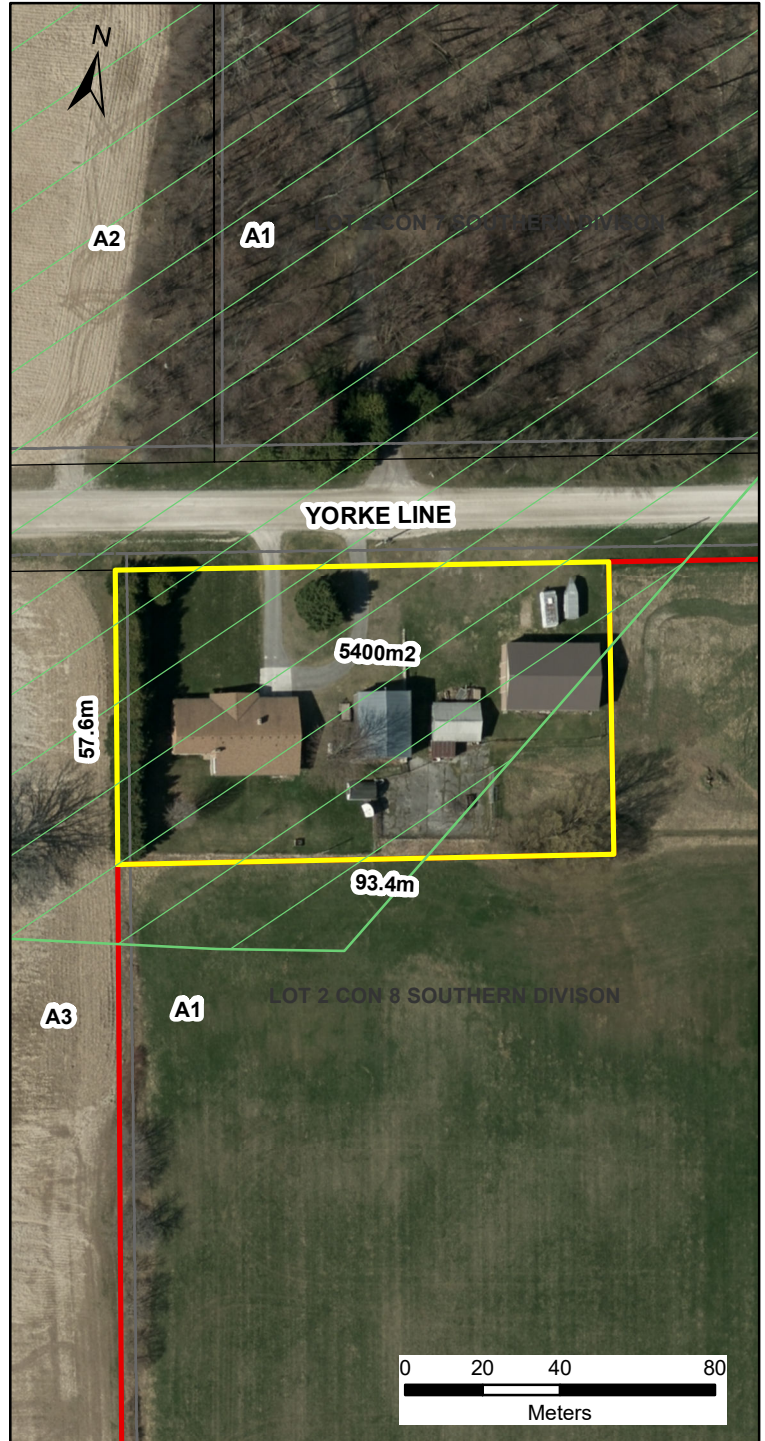
**OWNER: ESTATE OF HOWARD ROW**

**AUTHORIZED AGENT: COLLEEN ROW**

**Township  
of Malahide  
Figure 1**





Part of Lot 2, Concession 8 Southern Division,  
Former Geographic Township of South Dorchester, Township of Malahide  
(51829 Yorke Line)




**OFFICIAL PLAN DESIGNATION**  
Agriculture

**ZONING**  
A1 General Agricultural

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

 Lands to be rezoned from General Agricultural (A1) Zone to Small Lot Agricultural (A4) Zone

 Conservation Authority Regulated Lands

SKETCH FOR PROPOSED SEVERENCE FOR NOT TO SCALE

CAUTION - THIS IS NOT A PLAN OF SURVEYOR'S REPORT AND SHALL NOT BE USED FOR TRANSACTION OR FINANCING PURPOSES

(KNOWN AS YORKE LINE)

CONCESSIONS 7 & 8

CONCESSION OF SOUTH DORCHESTER

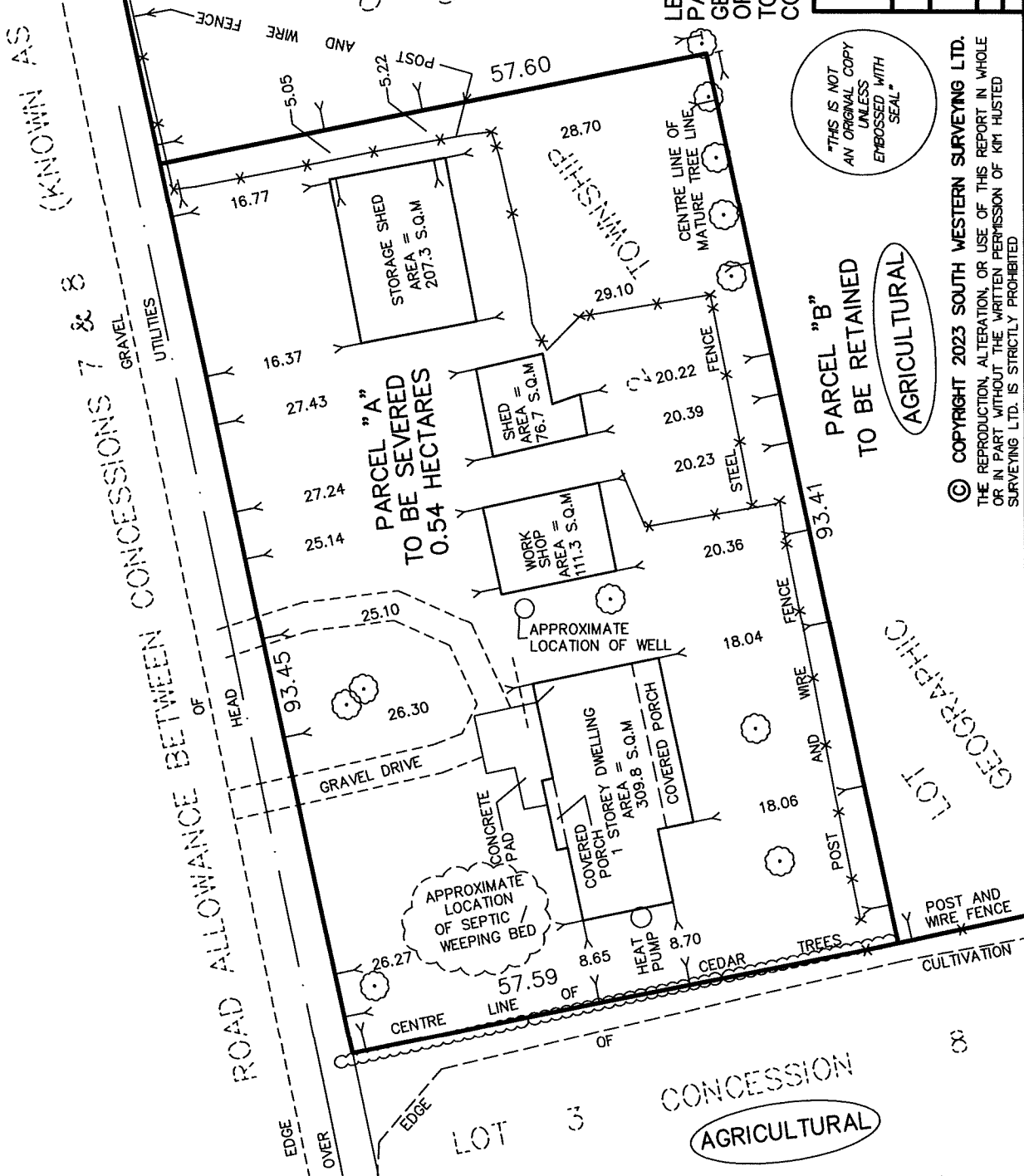
PARCEL "B" TO BE RETAINED AGRICULTURAL

DENOTES TREE

LEGAL DESCRIPTION PART OF LOT 2, CONCESSION 8 GEOGRAPHIC TOWNSHIP OF SOUTH DORCHESTER TOWNSHIP OF MALAHIDE COUNTY OF ELGIN

SOUTH WESTERN SURVEYING LTD.

Blake van der Veen ONTARIO LAND SURVEYOR PORT STANLEY, ONTARIO BLAKE@SLRV.CA DWG: GES PROJECT: 23-032



**THE CORPORATION OF THE  
TOWNSHIP OF MALAHIDE  
BY-LAW NO. 24-18**

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

**Estate of Howard Row  
51829 Yorke 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 2, Concession 8 Southern Division (Township of South Dorchester), in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A4" on Key Map 8 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** the area shown in bold on the attached map, Schedule "A", and described as Part of Lot 2, Concession 8 Southern Division (Township of South Dorchester) in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "Special Agricultural (A2) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A2" on Key Map 8 of Schedule "A" to By-law No. 18-22, as amended.
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 2<sup>nd</sup> day of May, 2024.

**READ a THIRD** time and **FINALLY PASSED** this 2<sup>nd</sup> day of May, 2024.

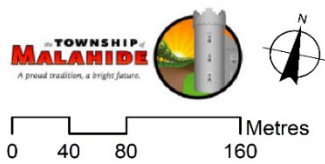
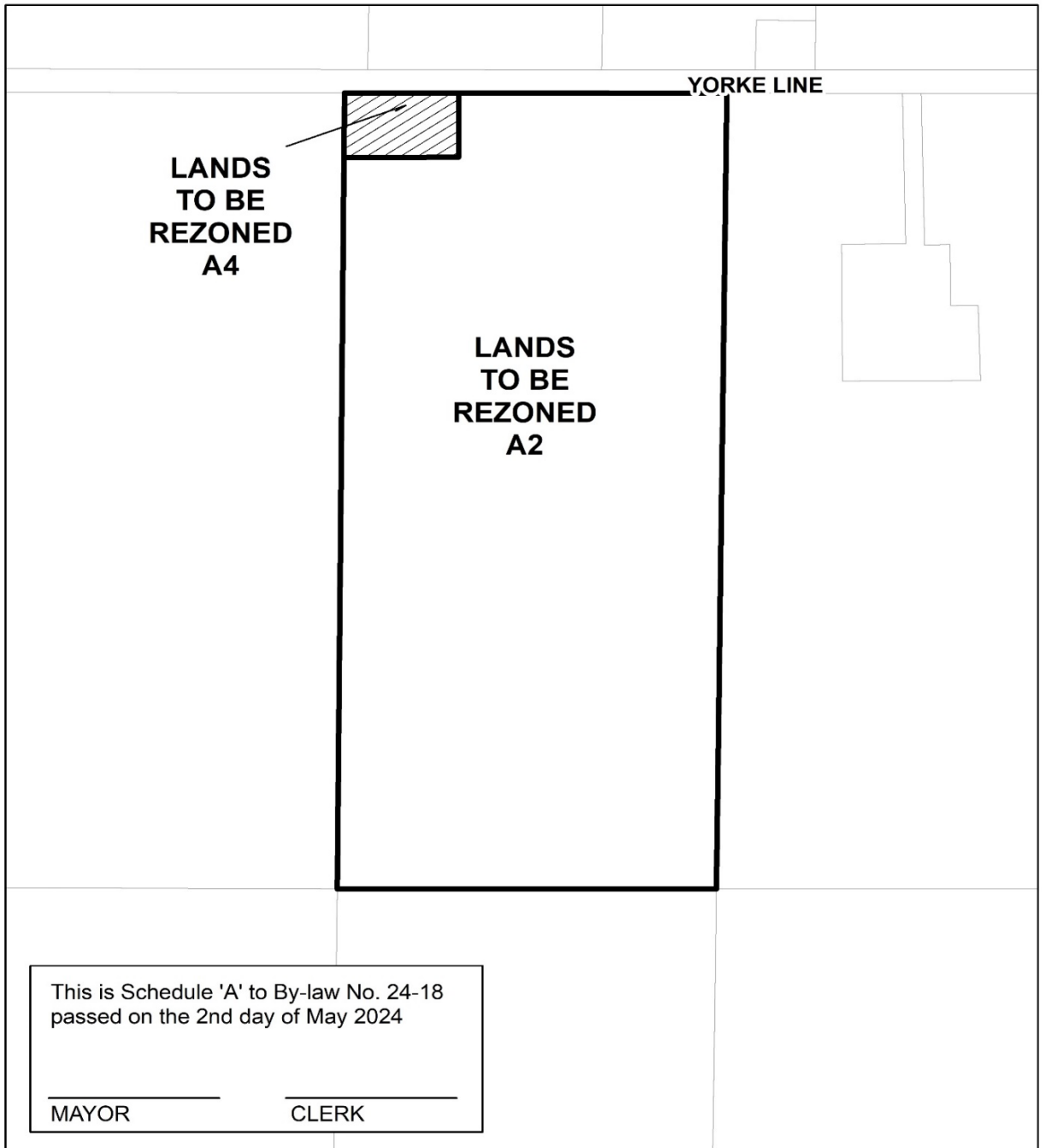
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Mayor – D. Giguère

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Clerk – A. Adams

**SCHEDULE A**



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

**SCHEDULE 'A'**  
Map 8





**REPORT NO. PW-24-18**

**TO:** Mayor & Members of Council  
**DEPARTMENT:** Public Works  
**MEETING DATE:** May 2, 2024  
**SUBJECT:** **Port Bruce Provincial Park Maintenance Agreement 2024**

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**RECOMMENDATION:**

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

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**PURPOSE & BACKGROUND:**

Report PW-23-63 was presented to Council in December 2023. This report provided an outline of the maintenance services that the Township of Malahide provides to the Ministry of the Environment, Conservation and Parks (MECP) at the Port Bruce Provincial Park. This report highlighted the services provided and identified that since 2018, the Township has provided these services for zero compensation. From this point, staff were directed to enter discussions with the MECP to determine if a more equitable arrangement could be made, while still being able to provide the services to the provincial park that the residents of Malahide have come to expect.

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**COMMENTS & ANALYSIS:**

Through early 2024 staff from Malahide Township and the MECP met to discuss the terms of a new agreement.

Staff are pleased to report that discussions with the MECP have been positive. Through these discussions staff from Malahide and the MECP both recognize the value of the maintenance services being provided and agreed that a more equitable financial arrangement could be made.

Based on the analysis of Malahide expenses from 2018 through 2023, the maintenance agreement for 2024 has been amended to include financial contributions from the MECP to an annual upset limit of \$15,000. The establishment of this upset limit allows for the Township of Malahide to invoice the MECP for costs incurred in the provision of service in these four major maintenance areas:

Service Area	Invoice Upset Limit
Grass Cutting	\$ 3,500

Washroom Cleaning	\$ 4,000
Garbage Collection	\$ 5,000
Beach Cleanup	\$ 2,500

These upset limits have been estimated to be sufficient to provide full cost recovery to the Township for these service areas. At the end of the season in 2024, we will be able to invoice the MECP for up to \$15,000.

The Township will track all costs associated with the provision of maintenance services for the Port Bruce Provincial Park. Additionally, staff will provide the resources to allow residents to provide online feedback with respect to the park and the services provided through the course of the year.

This agreement is for the 2024 calendar year only. In late 2024 and early 2025, staff will meet with the MECP to discuss the new cost recovery model and feedback from our residents, with the intention of making any necessary changes to the agreement prior to executing a new long-term agreement.

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#### **FINANCIAL IMPLICATIONS:**

The 2024 annual operating budget was developed and approved assuming that the Township would continue to provide these maintenance services at the Port Bruce Provincial Park. This new ability to recover up to \$15,000 from the MECP for these services should provide a positive budget variance within the overall parks budget area.

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#### **LINK TO STRATEGIC & OPERATIONAL PLANS:**

This agreement relates to the priorities identified in the Township's Strategic Plan by further establishing and documenting the service levels to be provided at the Port Bruce Provincial Park while maximizing the utilization of the Township's human and financial resources to continue to provide the desired services at the park.

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#### **CONSULTATION:**

Ministry of the Environment, Conservation and Parks staff

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**ATTACHMENTS:**

1. Proposed Agreement with MECP

**Prepared by:** J. Godby, Director of Public Works

**Approved by:** N. Dias, Chief Administrative Officer



**USE AGREEMENT FOR TOWNSHIP AT PORT BRUCE PROVINCIAL PARK**

**THIS AGREEMENT (“Agreement “) made effective as of March 15, 2024,**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**

as represented by the Minister of the Environment, Conservations and Parks  
(the “**Ministry**”)

-AND-

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

(the “**Township**”)

**WHEREAS:**

- A. Port Bruce Provincial Park (the “**Park**”) is established by Ontario Regulation 316/07: Designation and Classification of Provincial Parks made under the *Provincial Parks and Conservation Reserves Act, 2006* (the “**PPCRA**”) and is thereby dedicated to the people of the Province of Ontario and visitors for their inspiration, education, health, recreational enjoyment and other benefits;
- B. The Park is an operational provincial park and the Township has expressed a desire to perform certain activities within a 7 ha area within the Park, specifically at the Premises (as defined hereof), to enhance the public’s enjoyment and use of the Park;
- C. The Premises total 7 ha and includes approximately 350 metres of beach located along the north shore of Lake Erie, with an adjacent parking lot, picnic area, vault privy and hard top basketball court;
- D. Under subsection 14(1) of the PPCRA, the Minister of the Environment, Conservation and Parks (or their delegate) may authorize a person to use or occupy land in provincial park by entering into an agreement respecting the use or occupation of the land;
- E. The Parties wish to set out their roles and responsibilities in this Agreement;

**NOW THEREFORE** in consideration of the mutual provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

1.1 **Defined Terms.** When used in the Agreement, the following words or expressions have the following meanings:

**“Accessibility”** means a general term used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability; the term implies conscious planning, design and/or effort to ensure the item is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

**“Allowable Activities”** means the activities which the Ministry is allowing the Township to carry out in the Park but only as described in Appendix B (Allowable Activities);

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; National Day for Truth and Reconciliation; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

**“Claims”** has the same meaning as in Section 12.1;

**“Conflict of Interest”** means, in relation to the performance of its contractual obligations under this Agreement, the Township’s other commitments, relationships or financial interests which (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Effective Date”** means the effective date as specified at the top of this Agreement;

**“Endangered Species Act”** means the *Endangered Species Act, 2007* and includes any regulations made thereunder;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* and includes any regulations made thereunder;

**“Indemnified Parties”** means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario, along with any and all permitted assignees of the Agreement;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by persons performing services of the type provided hereunder in similar situations in the Province of Ontario; and (b) adherence to commonly accepted norms of ethical business practices;

**“Management Direction”** includes the relevant Park management plan and any secondary plans, as may be amended or replaced from time to time;

**“Ministry Address”** and **“Ministry Representative”** mean:

Park Superintendent  
 Port Bruce Provincial Park  
 9 Wilson Lane, PO Box 9,  
 Port Burwell, ON N0J 1T0  
 Tel: (519) 874-4691 x222  
 Email: lindsay.laroche@ontario.ca

**“Off Season”** means the period commencing on the Tuesday immediately following Thanksgiving Day and ending on the second Thursday in May;

**“Ontario”** means His Majesty the King in right of Ontario;

**“Park”** means Port Bruce Provincial Park established pursuant to the PPCRA;

**“Party”** means either the Ministry or the Township and **“Parties”** means both the Ministry and the Township;

**“Peak Season”** means the period commencing on the third Friday in June and ending on Labour Day;

**“Premises”** means the lands, structures and facilities specified in Appendix A;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“PPCRA”** means the *Provincial Parks and Conservation Reserves Act, 2006* and includes the regulations thereunder;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all government authorities that now or at any time hereafter may be applicable to the Agreement, the Allowable Activities or the Licences or any part thereof, including the PPCRA and the *Endangered Species Act*;

**“Shoulder Season”** means: (i) the period commencing on the second Friday in May and ending on the third Thursday in June (the **“spring Shoulder Season”**); and (ii) the period commencing on the Tuesday immediately following Labour Day and ending on Thanksgiving Day (the **“fall Shoulder Season”**);

**“Term”** means the term of the Agreement, as described in Section 2.2;

**“Township Address”** and **“Township Representative”** mean:

Chief Administrative Officer, (or Designate)  
Township of Malahide  
87 John Street South,  
Aylmer, ON N5H 2C3  
Tel: (519) 773-5344 x 225  
Email: ndias@malahide.ca

**“WSIA”** means the *Workplace Safety and Insurance Act, 1997* and includes any regulations thereunder;

1.2 **Interpretation.** For the purposes of interpretation, in the Agreement:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headers do not form part of this Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to an article, section, clause, paragraph or appendix is a reference to an article, section, clause, paragraph or appendix of the Agreement, unless otherwise specified;
- (e) references to statutes or regulations include any amendments that have been or may be made to those statutes or regulations from time to time;
- (f) any reference to dollars or currency shall be Canadian dollars and currency; and
- (g) “include”, “includes” and “including” shall not denote an exhaustive list.

- 1.3 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 1.4 The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (a) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party, provided that the Parties agree to a facsimile transmission;
  - (b) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
  - (c) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party's prior written consent, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
  - (d) any other means with the other Party's prior written consent.

## **ARTICLE 2**

### **PURPOSE, TERM AND EXTENSION**

- 2.1 **Purpose.** The purpose of the Agreement is to allow the Township to use the Premises to enhance the public's enjoyment and use of the Park. The Township may carry out the Allowable Activities.
- 2.2 **Term of Agreement.** The Agreement shall commence on the Effective Date and expire on December 31, 2024 unless terminated on an earlier date in accordance with the terms and conditions of the Agreement.
- 2.3 **Discussion Regarding Potential Extension.** Prior to the end of the Term, the Parties may meet to discuss the possibility of an extension or renewal of the Agreement.

**ARTICLE 3**  
**RELATIONSHIP BETWEEN MINISTRY AND TOWNSHIP**

- 3.1 **Grant of Use.** For the Term, the Ministry hereby grants to the Township non-exclusive access to the Park including the ability to bring supplies, materials, equipment and other things as necessary for the purpose of carrying out the Allowable Activities.
- 3.2 **Township's Power to Contract.** The Township represents and warrants that it has the full right and power to enter into the Agreement and there is no agreement with any other person which would in any way interfere with the rights of the Ministry under the Agreement.
- 3.3 **Township Not a Partner, Agent, Employee or Tenant.** The Township shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Township shall not hold itself out as an agent, partner, employee or tenant of the Ministry. Nothing in the Agreement shall have the effect of creating an employment, partnership, agency or landlord-tenant relationship between the Ministry and the Township (or any of the Township's directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors or sub-licensees) or constitute an appointment under the *Public Service of Ontario Act, 2006*.
- 3.4 **Responsibility of Township.** The Township agrees that it is liable for the acts and omissions of any of its directors, officers, employees, agents, partners, affiliates, volunteers, contractors and subcontractors. This section is in addition to any and all of the Township's liabilities under the Agreement and under the general application of law. The Township shall advise these individuals and entities of the Township's obligations under the Agreement. In addition to any other liabilities of the Township under the Agreement or otherwise at law or in equity, the Township shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Agreement.
- 3.5 **Township's Employees.** Where the Township hires employees to perform or complete the Allowable Activities or otherwise to fulfill the Township's obligations under the Agreement, the Township (and not the Ministry) shall be the employer, shall enter into an employer/employee relationship with the employee, and, without limiting the generality of Section 11.1, shall indemnify the Ministry in respect of claims arising from or related to their employment.
- 3.6 **Township's Contractors.** The Township may choose to hire a contractor to carry out any of the Allowable Activities but must inform the Ministry. The Township must

ensure that every contract entered into by the Township with a contractor to carry out any of the Allowable Activities adopts all of the relevant terms and conditions of the Agreement. Nothing contained in that contract shall create a contractual relationship between any Township contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.

- 3.7 **Ministry May Act.** The Township agrees that the Ministry, for the purposes of the Agreement, may act through any individual designated by the Ministry.
- 3.8 **Ministry Access.** Nothing in the Agreement shall be construed so as to limit the ability of the Ministry or its representatives to (a) have, at all times, unimpeded access to and throughout the Premises, and (b) undertake inspections to assess the Township's compliance with the Agreement.

#### **ARTICLE 4 TOWNSHIP'S UNDERTAKING OF ALLOWABLE ACTIVITIES**

- 4.1 **Performance of Allowable Activities.** The Township shall carry out the Allowable Activities in accordance with Appendices B, C, C.1 and E.
- 4.2 **Standards.** The Township shall perform the Allowable Activities to the standards indicated in section 4.3 and in Appendices B and C and in accordance with the Management Direction for the Park, current copies of which having been provided by the Ministry to the Township prior to the execution of this Agreement by the Parties.
- 4.3 **Performance Warranty.** The Township hereby represents and warrants that the Allowable Activities shall be performed fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Allowable Activities will be performed in accordance with: (i) the Agreement; (ii) Industry Standards; and (iii) Requirements of Law. If any of the Allowable Activities, in the opinion of the Ministry, is inadequately performed or creates a hazard and requires corrections, the Ministry shall notify the Township and the Township shall forthwith make the necessary corrections at its own expense as specified by the Ministry.
- 4.4 **Approvals.** The Township shall, at its own expense, obtain any permits, approvals, authorizations and inspections required to perform the Allowable Activities.
- 4.5 **Notice of Emergencies, Injuries, etc.** The Township shall immediately notify the Ministry of any emergency, accident, loss, damage or injury (including death) to any person or property that occurred at the Premises.

- 4.6 **Occupational Health and Safety.** Without limiting the generality of Section 4.3, at all times when carrying out any Allowable Activities through its own employees or its contractors, the Township shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O,1.
- 4.7 **Accessibility .** The Township shall comply with all applicable requirements, specifications and standards for Accessibility established in accordance with the *Human Rights Code*, the *Ontarians with Disabilities Act, 2001*, and the *Accessibility for Ontarians with Disabilities Act, 2005* and any regulations made thereunder and any direction from the Ministry, as any of which may be amended, in carrying out any of the Allowable Activities. The Township's compliance with such legislation may be audited at any time in the Ministry's sole discretion.
- 4.8 **Township to Provide.** The Township shall provide all equipment, vehicles, materials and personnel necessary to carry out the Allowable Activities, except as otherwise specified in this Agreement.
- 4.9 **Costs and Expenses.** The Township shall be responsible for all costs and expenses related to the Allowable Activities and the performance of any of the Township's obligations hereunder, including the costs for any utilities. The Township acknowledges and agrees that any reimbursement payable by the Ministry to the Township under this Agreement in respect of any of the Allowable Activities will be billed in accordance with Appendix F Rates and Reimbursements.
- 4.10 **Ministry Not Liable.** The Ministry is not and shall not be liable or responsible for the security of the Township's equipment and supplies or any damage thereto.
- 4.11 **No Assignment.** The Township shall not assign the whole or any part of this Agreement.
- 4.12 **Township's Contractors.** Every contract entered into by the Township with a contractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Allowable Activities performed by the contractor. Nothing contained in this Agreement shall create a contractual relationship between any contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.



## **ARTICLE 5 INSPECTIONS**

- 5.1 **Township to Inspect.** The Township shall implement an inspection program that meets the standards of the Ministry to ensure that the Premises remain free from hazards. Inspections shall be conducted jointly by the Township and the Ministry.
- 5.2 **Ministry May Inspect.** The Ministry may at any time, inspect the Premises, including any structures thereon. The Township shall abide by any and all directions put forth by the Ministry respecting or resulting from said inspections.
- 5.3 **Township Representative to Attend.** The Township shall ensure that its designated representative attends all inspections when required and arranged with the Ministry Representative.
- 5.4 **Officers or Servants of the Ministry.** For the purpose of inspections, the Ministry may act through any officer or servant of Ontario.

## **ARTICLE 6 CLARIFICATION AND MEETINGS**

- 6.1 **Township to Consult.** Where the Township is in doubt as to how to proceed with any of the Allowable Activities or other requirements of this Agreement, the Township shall consult with the Ministry.
- 6.2 **Participation in Meetings.** The Township shall make every reasonable effort to be available, at the request of the Ministry Representative, to meet with said representative to discuss matters under the Agreement.

## **ARTICLE 7 RIGHTS RETAINED BY ONTARIO**

- 7.1 **Rights Retained.** The Ministry retains all rights with respect to the Premises not expressly granted to the Township under the Agreement including, but not limited to, the following:

- (a) the right for any person representing or acting under the direction of the Ministry to have unimpeded access anytime and anywhere in and to the Premises;
- (b) the right to grant further rights to use and occupy the Premises, provided that the exercise of such rights does not unreasonably interfere or compete with the Township's rights under the Agreement;
- (c) the right to establish and administer volunteer, education, and interpretation programs at the Premises;
- (d) the right to implement or set standards for all marketing, customer surveys, advertising, and visual identity programs;
- (e) the right to establish and require compliance by the Township with standards for display and sale of merchandise, erection of signs and notices and establishment and maintenance of visual appearance; and
- (f) the right, exercisable in the Ministry's sole discretion, to close part or all of any the Premises at any time pursuant to the PPCRA.

7.2 **No Interest in Land Granted.** Nothing herein shall be construed as a grant of any interest in land by the Ministry to the Township.

## **ARTICLE 8 CONFLICT OF INTEREST**

8.1 **Conflict of Interest.** The Township shall:

- (a) avoid any Conflict of Interest in the performance of its obligations hereunder;
- (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its obligations hereunder; and
- (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest.

8.2 **Remedies.** In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate this Agreement upon giving notice to the Township where, in the opinion of the Ministry:

- (a) the Township fails to disclose an actual or potential Conflict of Interest;
- (b) the Township fails to comply with any requirements prescribed by the Ministry to resolve the Conflict of Interest; or
- (c) the Township's Conflict of Interest cannot be resolved.

**ARTICLE 9**  
**CONFIDENTIALITY, FIPPA/MFIPPA & DOCUMENTATION**

- 9.1 **No Disclosure Permitted.** The Township shall not directly or indirectly disclose or use, at any time, either during or subsequent to the Term any matter or document relating to or in any way pertaining to or connected with the Allowable Activities, or any information or data concerning the Ministry's methods, procedures, contracts, finances, personnel, plans, surveys, research, descriptions, policies, regulations, rules and intentions, including all matters and documents the dissemination of which might be prejudicial to the Ministry, except that the Township may disclose any data and information necessary to the fulfilment of its obligations under the Agreement or where required by law.
- 9.2 **FIPPA/MFIPPA Records and Compliance.** The Township and the Ministry acknowledge and agree that FIPPA and the *Municipal Freedom of Information and Protection of Privacy Act* apply to and govern all records and may require the disclosure of such records to third parties.
- 9.3 **Disclosure of Information.** The Township shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Province respecting this Agreement, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 9.4 **Documentation and Audit,** For seven (7) years after the expiry or earlier termination of the Agreement, the Township shall maintain all necessary records to substantiate that the Allowable Activities were performed in accordance with the Agreement and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Township shall permit and assist the Ministry in conducting audits of the operations of the Township to verify such performance and compliance. The Ministry shall provide the Township with at least ten (10) Business Days prior notice of its requirement for such audit.
- 9.5 **Survival.** The provisions of this article shall survive any termination or expiry of the Agreement.

## ARTICLE 10 PUBLICITY

- 10.1 **Opportunity to Review.** The Township shall provide the Ministry with a reasonable opportunity to review and comment on any publicity or publications related to the Township's use of the Park or the Allowable Activities.
- 10.2 **No Use of Logo.** The Township shall not use any insignia or logo of His Majesty the King in right of Ontario, including the Ontario Parks logo, except with prior written consent of the Ministry.
- 10.3 **Consistent Messaging.** All publicity, publications and communication related to the Agreement, shall be consistent with the values of the Ministry and representative of the cooperative relationship between the Township and the Ministry.

## ARTICLE 11 INDEMNITY AND INSURANCE

- 11.1 **Township Indemnity.** The Township hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), cause of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "**Claims**"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done by the Township, its contractors, subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in connection with the Agreement, including performance of the Allowable Activities. The Township further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this section shall survive the termination or expiry of the Agreement.
- 11.2 **Township's Insurance.** The Township hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Township would maintain including, but not limited to Public Entity General Liability insurance on

an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million Dollars (**\$5,000,000**) per occurrence. The policy is to include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of the performance of the Township's obligations under, or otherwise in connection with, the Agreement;
- (b) contractual liability coverage;
- (c) cross-liability clause;
- (d) employers liability coverage;
- (e) 30-day written notice of cancellation or termination.

**11.3 Proof of Insurance.** The Township shall provide the Ministry with proof of the insurance required under Section 11.2 in the form of valid certificates of insurance that reference the Agreement and confirm the required coverage, before the execution of the Agreement by the Ministry, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Township shall ensure that each of its authorized contractors or subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the contractor or subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the contractor's obligations of the Allowable Activities.

**11.4 Township Participation in Proceedings.** The Township shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties in respect of which the Township has indemnified the Indemnified Persons pursuant to Section 11.1 and any negotiations for settlement of such Proceedings. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Township in writing of such election without prejudice to any other rights or remedies of the Ministry under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. If the Township is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Township to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceeding, the Township agrees to co-operate with and assist the Ministry to the fullest extent possible in such Proceeding and any related settlement negotiations. This section shall survive any termination or expiry of the Agreement.

- 11.5 **Ministry's Non-Liability.** His Majesty the King in right of Ontario, their Ministers, directors, officers, agents, appointees, and employees (the "**Crown**") shall not be liable for any Claims for or by reason of any loss, damage or injury, including death, of any nature or kind whatsoever and howsoever caused, unless resulting from or contributed to by the fault of the Ministry or persons for whom the Ministry is in law responsible, which may arise in connection with this Agreement. The Township shall assume all liability and obligation for any and all such Claims and hereby releases, remises and forever discharges the Crown from same. This section shall survive the expiry or termination of this Lease.

## **ARTICLE 12 TERMINATION**

- 12.1 **Notice of Termination.** The Township may without liability terminate this Agreement on 30 days' written notice, provided that the termination date does not fall on or between the second Friday in May and Thanksgiving Day in any given year.
- 12.2 **Immediate Termination of Agreement.** The Ministry may immediately terminate the Agreement without liability upon giving notice to the Township where:
- (a) the Township breaches Article 8 (Conflict of Interest);
  - (b) the Township breaches any provision in Article 9 (Confidentiality and FIPPA/MFIPPA);
  - (c) the Township, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
  - (d) the Township sub-licenses any part of this Agreement or assigns the Agreement without first obtaining the written approval of the Ministry; or
  - (e) the Township is in default within the meaning of Section 3 of Appendix C;
- and the above rights of termination are in addition to all other rights of termination specified elsewhere in the Agreement, available at law, or events of termination by operation of law.
- 12.3 **Dispute Resolution.** The Ministry Representative and the Township Representative shall be the first parties to meet to settle any disputes.
- 12.4 **Dispute Resolution by Rectification Notice.** Where the Township fails to comply with any of its obligations under this Agreement, the Ministry may issue a rectification notice to the Township setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Township

shall either: (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Township fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Agreement. Where the Township has been given a prior rectification notice, the same subsequent type of non-compliance by the Township shall allow the Ministry to immediately terminate the Agreement without the provision of another rectification notice.

**12.5 Township's Obligations on Expiry or Termination.** On expiry or termination of the Agreement, the Township shall, in addition to its other obligations under the Agreement and at law:

- (a) at the request of the Ministry, deliver as soon as possible to the Ministry all materials, supplies, equipment, machinery, software, hardware and records supplied by the Ministry under the Agreement;
- (b) provide the Ministry with a report detailing: (i) the current state of the performance of the Allowable Activities by the Township at the date of termination; and (ii) any other information requested by the Ministry pertaining to the performance of the Allowable Activities and performance of this Agreement;
- (c) provide the Ministry with any information or documents requested by the Ministry related to the report specified in (b); and
- (d) execute such documentation as may be required by the Ministry to give effect to the termination of the Agreement.

This section shall survive any termination of the Agreement.

**12.6 No Claims on Termination.** On termination of the Agreement, the Township shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action under this Article 12.

### **ARTICLE 13 ONTARIO DUTIES & OBLIGATIONS**

**13.1 Duties.** The Parties acknowledge that the Ministry has certain statutory duties and powers in respect of the Park, including pursuant to the PPCRA, and that this Agreement is not intended to limit or to affect the Ministry's ability to perform or exercise same.

- 13.2 **Ministry Obligations.** The Ministry shall perform the activities specified in Appendix E, subject to any terms and conditions specified therein.

## **ARTICLE 14 GENERAL PROVISIONS**

- 14.1 **No Indemnities from the Ministry.** Notwithstanding anything else in the Agreement, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.
- 14.2 **Ministry Rights and Remedies and Township Obligations Not Limited to Agreement.** The express rights and remedies of the Ministry and obligations of the Township set out in the Agreement are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Township at law or in equity.
- 14.3 **No Other Uses Permitted.** The Township may use the Premises in accordance with this Agreement solely for the purposes of performing the Allowable Activities and for no other purpose.
- 14.4 **Entire Agreement.** The Agreement embodies the entire agreement between the Parties with regard to the Allowable Activities and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the Allowable Activities, existing between the Parties at the date of execution of the Agreement.
- 14.5 **Severability.** If any term of the Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 14.6 **Force Majeure.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an



event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters, pandemics, and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

- 14.7 **Notices by Prescribed Means.** Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Township Address to the attention of the Township Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree to additional methods of notice, notices may only be provided by the methods contemplated in this section.
- 14.8 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.9 **Condonation Not a Waiver.** Any failure by the Ministry to insist in one or more instances upon strict performance by the Township of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Township with respect to such performance shall continue in full force and effect.

14.10 **Changes By Written Amendment Only.** Any changes to the Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

14.11 **Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors, executors, administrators and permitted assigns.

14.12 **Appendices Incorporated.** The provisions of the following appendices to this Agreement form part of the Agreement and are hereby fully incorporated herein:

- Appendix A – PREMISES
- Appendix B – ALLOWABLE ACTIVITIES
- Appendix B.1 – SECURITY AND ENFORCEMENT
- Appendix C -- OCCUPATIONAL HEALTH AND SAFETY
- Appendix D – VOLUNTEERS
- Appendix E – MINISTRY OBLIGATIONS
- Appendix F – RATES AND REIMBURSEMENTS

***[ - SIGNATURE PAGE FOLLOWS - ]***

**IN WITNESS WHEREOF** the Parties have executed the Agreement.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of the Environment  
Conservation and Parks

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**Lindsay Laroche**  
Park Superintendent, Port Bruce Provincial Park

**THE CORPORATION OF THE TOWNSHIP OF  
MALAHIDE**

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**Nathan Dias**  
CAO/Clerk

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**Dominique Giguère**  
Mayor

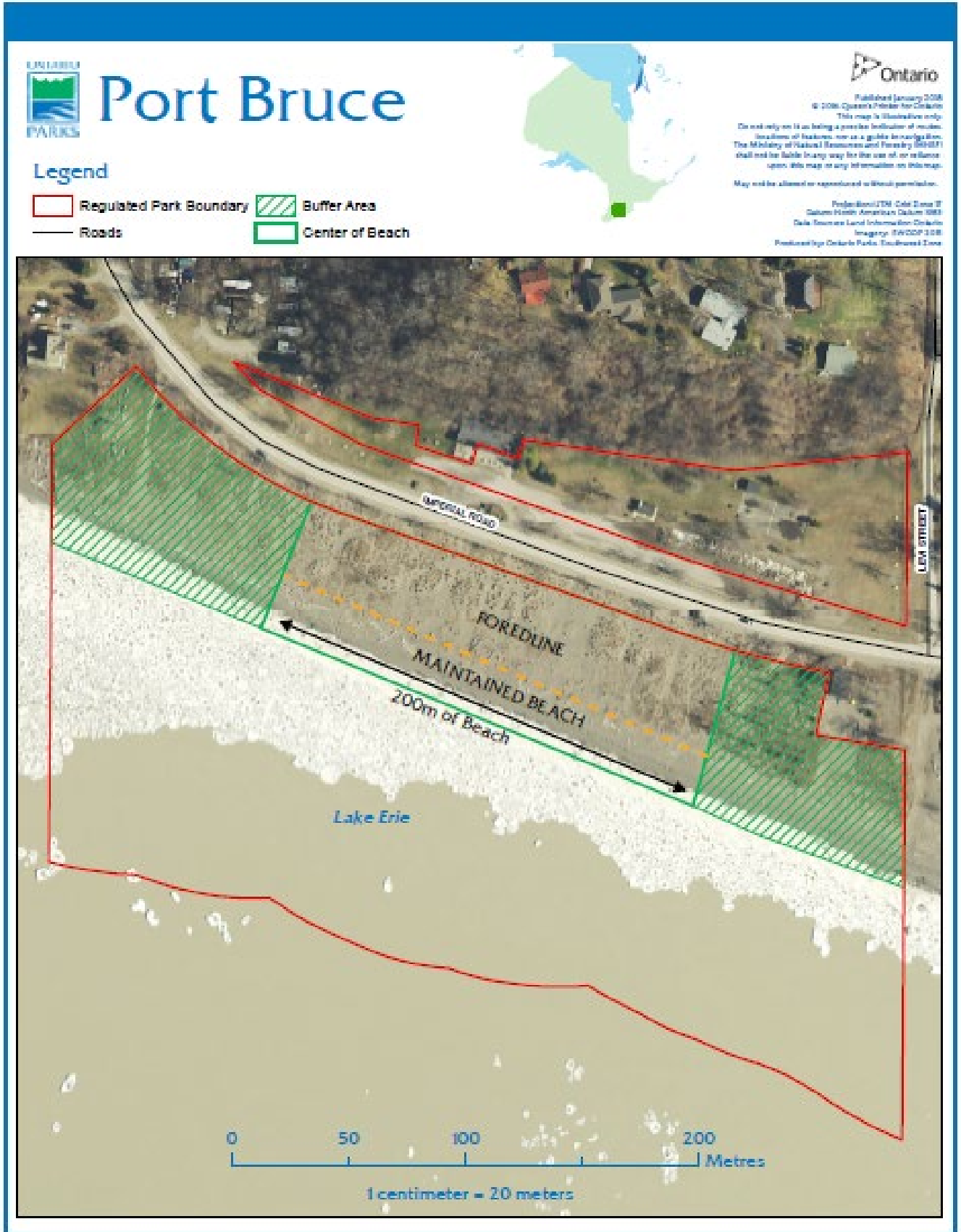
**APPENDIX A****PREMISES**

The Premises consist of the following lands, structures and facilities, as depicted in the map below:

In the geographic Township of Malahide, now in the Municipal Township of Malahide, in the County of Elgin, containing 7 hectares, more or less, being composed of those parts of the said geographic township designated as Parts 1 and 2, on a plan known as Port Bruce Provincial Park (Recreational Class), filed on September 23, 2010, with the Office of the Surveyor General of Ontario in the Ministry of Natural Resources.

- (a) those lands delimited to the south by the water's edge of Lake Erie, to the east by the current boundary of the Park (generally in line with Levi Street), to the west by the current boundary of the Park, and to the north of Imperial Road up to the adjacent property and bush line;
- (b) all facilities and infrastructure existing within the lands specified in (a) immediately above, including the parking lot, basketball court and accessible matting; and
- (c) the privy located north of Imperial Road, east of the Shors Pub and Eatery Restaurant, as identified on the map below.

*Map follows*



## APPENDIX B

### ALLOWABLE ACTIVITIES

The Township shall carry out the following activities at the Premises as described below (the “**Allowable Activities**”):

1. **Spring Beach Cleanup.** On an annual basis during the Term, prior to the scheduled opening of the Park (typically late May), the Township, in coordination with the Ministry’s Park staff, shall be responsible for the removal of large driftwood and detritus within the Premises for the purpose of maintaining the beach in a safe and clean condition. The Township shall not conduct any mechanical raking on the beach.

The Township shall be responsible for removing and disposing of the large debris from the beach.

Despite anything to the contrary herein, the Township shall not perform any beach raking or annual cleanup in the vegetated areas of the beach including the fore dunes located at the Premises.

2. **Beach (Litter) Cleaning.** The Township shall be responsible for the collection of litter and general beach cleaning including hazard removal. The Township shall conduct litter removal as required to keep the beach in a reasonably clean state.
3. **Garbage Receptacles.** The Township shall collect and remove garbage from the (4) garbage receptacles located in the Park. Garbage removal will be as required to prevent the overflow of receptacles. The Township will place the receptacles in the Premises prior to the Park opening and the Township will be responsible for placing them into storage once the Park is closed.
4. **Privy Maintenance and Repair.** The Township shall be responsible for the operation of the privy, located north of Imperial Road within Port Bruce Provincial Park. This responsibility includes: washroom cleaning and sanitation, waste removal, general facility maintenance and repairs, provision of supplies and winterizing the comfort stations (including blowing out water lines).
5. **Beach Matting Maintenance.** The Township shall be responsible for the maintenance including:
  - (a) cleaning sand off of the beach mat;
  - (b) regularly inspecting the mat, ensuring the mat is properly secured to prevent damage to the mat and eliminating any safety hazards.

6. **Grounds keeping.** The Township shall be responsible for all grounds keeping north of Imperial Road. This will include all grass cutting and weed whipping, as required to maintain a reasonably manicured state outside of these operating dates. The basketball court is to be kept in good repair and free of debris, grass/leaf litter during the Park's operating season.
7. **Training of Staff.** The Township shall ensure that its staff and authorized contractors and subcontractors performing the Allowable Activities are provided with training in the following areas:
  - (a) Hospitality/customer service/visitor services;
  - (b) Park emergency plans/enforcement;
  - (c) Standard First aid, AED and CPR Level C Certification where appropriate; and
    - Ability to relay basic information regarding the surrounding area and provide contact information where appropriate.
8. **Signage.** All existing Park signage and emergency contact information (911) will remain on site. The Township shall post and maintain a sign throughout the Term indicating that the Park is being maintained by the Township of Malahide, with appropriate contact information contained therein.
9. **Semi-Annual Meetings.** Each year, the Township Representative shall meet at least twice with the Ministry Representative by the following dates for the specified purpose:
  - (a) prior to April 1<sup>st</sup> (season start-up), to discuss plans for upcoming Allowable Activities and address any issues or concerns; and
  - (b) after October 1<sup>st</sup> (season end) to debrief and raise any issues or concerns with respect to the Allowable Activities from the past operating season.

## **APPENDIX B.1**

### **SECURITY AND ENFORCEMENT**

#### **General**

1. The Township shall not provide any security or enforcement coverage at the Premises in accordance with this Appendix. The Township shall direct all emergencies and enforcement related matters to the appropriate emergency response agency and/or the Ontario Provincial Police and the Township shall notify the Ministry immediately. Inquiries from the public to the Township concerning general Park rules and regulations will be referred to the Ministry.

For the purpose of this Appendix, the term “enforcement” means acts carried out for the purpose of ensuring compliance with applicable laws and includes inspections and investigations of potential or alleged violations.

Notwithstanding anything to the contrary above, monitoring of the Premises and engaging the public to provide information concerning general Park rules and behaviors that are in keeping with the enjoyment of all users may be carried out by representatives of the Township that are not designated as park wardens.

#### **Emergencies**

2. The Township shall be responsible for referring emergencies at the Premises to the appropriate emergency response agency and/or the Ontario Provincial Police and notifying the Ministry immediately. Emergency contact information is to be posted by the Ministry in a visible location at the Premises for public information and assistance.
3. The Township shall immediately notify the Ministry of any emergency, accident, loss, damage or injury (including death) to any person or property that occurs at the Premises or area in the Park adjacent thereto.

#### **Lost, Mislaid or Abandoned Property**

4. The Township shall be responsible for the proper handling and storage of any lost, mislaid or abandoned property and shall transfer to the Ministry any such property that is unclaimed by October 31 of each calendar year.
5. The Township shall ensure that it documents and maintains records respecting the receipt and return of all lost, mislaid or abandoned property.



## APPENDIX C

### OCCUPATIONAL HEALTH AND SAFETY

#### 1. Township Compliance with OHSA

The Township shall be knowledgeable of, and abide by, the provisions of all applicable legislative enactments, by-laws and regulations in regard to health and safety in the province of Ontario, as well as take note of any specific hazards on the Premises identified by the Ministry. Without limiting the generality of the foregoing, the Township shall ensure that it is knowledgeable of and performs all obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 (the “OHSA”), as amended from time to time, including without limitation, those set out in sections 25, 26, 37 and 51 of the OHSA. Additionally, the Township shall at all material times and at its own expense:

- (a) ensure its contractors and subcontractors are knowledgeable of and agree to comply with all of the provisions and regulations of the OHSA;
- (b) ensure that all equipment used in connection with the Allowable Activities is at all times properly and safely maintained by duly qualified personnel and is at all times in good working order;
- (c) identify the various hazards associated with the Allowable Activities and employ procedures and safety practices to protect the workers from them;
- (d) notify the Ministry in writing of any work-related critical injury and/or public critical injury as defined in the *Occupational Health and Safety Act* within twenty four (24) hours of the occurrence of any such accident or illness; and to notify the Ministry in writing of any work-related injury or illness within one business day.
- (e) provide the Ministry as soon as possible with (i) copies of the Township’s correspondence with the Ministry of Labour in connection with the Allowable Activities and (ii) full details of any investigation of, or prosecutions or convictions (whether pending, threatened or otherwise) against the Township under OHSA. The Township irrevocably authorizes the Ministry of Labour to release to the Ministry as soon as possible any and all of its records regarding such details, provided in the event of any prosecutions or convictions against the Township or any of its contractors, the Ministry may immediately terminate this Agreement.

#### 2. Remedies for Breach

In the event of any default or breach of any of the provisions of this Appendix C, or Section 11.04, or of any of the provisions of the OHSA (individually, a “Default”), the Ministry may without any liability on the part of the Ministry:

- (a) require the Township, at the Township’s expense, to:

- (i) cease performance of the Allowable Activities, in whole or in part, until any such Default is duly rectified, and/or
  - (ii) remove any contractor who has Defaulted until such default is remedied or replace such contractor as soon as possible with a duly qualified competent substitute.
- (b) on written notice to the Township, forthwith terminate this Agreement under Section 12.02, in whole or in part, on account of such Default (which shall be deemed to be a substantial failure of performance),

provided the above rights and remedies in favour of the Ministry shall be cumulative, and may be exercised in any sequence as the Ministry determines, and are in addition to, not in lieu of, any other rights and remedies available to the Ministry under the Agreement or otherwise available at law, equity or otherwise.

**3. Acknowledgement of Hazards.**

The Township hereby acknowledges that the Allowable Activities may involve occupational health and safety hazards.

**APPENDIX D****VOLUNTEERS**

The Township shall ensure that any coordinated volunteer initiatives, either on behalf of the Township or local individuals, are to be approved by the Park Superintendent prior to any such activities being organized (e.g., hand raking within the 200m section of the beach, tree planting, invasive species removal, etc.). The Township shall advise interested parties to contact the Ministry for stewardship opportunities at the Park; any approved volunteer events will be overseen by Park staff.

## APPENDIX E

### MINISTRY OBLIGATIONS

**2024 Initial Spring Beach Cleanup.** The Ministry will direct and assist the Township with the initial large driftwood and detritus removal within the specified 200m of beach. The beach matting will be installed by the Township at the beginning of the Park operating season.

1. **Water Testing.** The Ministry shall continue to conduct water sampling at its discretion. The Ministry will notify the Township of any adverse water sample results and will post notification in the Park as required.
2. **Updated Information.** The Ministry shall provide the Township with updated information related to the Park and the Allowable Activities, including operating policies and form templates, along with the required training related to those updates.
3. **Wildlife Die-Off.** The Ministry shall be the lead for all wildlife die-offs, including associated testing and communications. The Ministry will share with the Township the results of all tests conducted on wildlife within the Premises.
4. **Capital Repairs.** Any major capital repairs or issues will be the responsibility of the Ministry, including Park signage.

## APPENDIX F

### RATES and REIMBURSEMENTS

#### 1. Maximum Fee

Notwithstanding anything else in the Agreement, the total amount reimbursable by the Ministry to the Township under the Agreement shall not exceed a maximum amount of up to Fifteen Thousand dollars (\$ 15, 000.00), plus applicable taxes (HST).

The total amount payable by the Ministry to the Township includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes.

#### 2. Rates

The Maximum amount for reimbursement for the Allowable Activities are set out below and shall remain fixed during the Term of the Agreement:

	<b>Description</b>	<b>Price Excluding HST</b>
<b>1</b>	Grass cutting	\$ 3,500.00
<b>2</b>	Washroom Cleaning	\$ 4,000.00
<b>3</b>	Garbage Collection	\$ 5,000.00
<b>4</b>	Beach Cleanup	\$ 2,500.00



**REPORT NO. PW- 24-17**

**TO:** Mayor & Members of Council  
**DEPARTMENT:** Public Works  
**MEETING DATE:** May 2, 2024  
**SUBJECT:** Request for Minor Improvement – Hewer Drain

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**RECOMMENDATION:**

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

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

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**PURPOSE & BACKGROUND:**

The Township of Malahide has received a Request for Minor Improvement for the Hewer Drain that services properties along Whittaker Road. Dan Dykxhoorn, the landowner at 13198 Whittaker Road, has requested the existing northerly portion of the Hewer Drain be relocated closer to the road allowance to facilitate the construction of new farm infrastructure on his property (see drain map attached).

The Hewer Drain which was constructed pursuant to an engineer’s report done by Spriet Associates dated April 12, 1968, consists of 3,147 m of enclosed tile drain with numerous branches servicing properties on both sides of Whittaker Road. The drain begins in the Dykxhoorn property and continues south, parallel to Whittaker Road and eventually outlets into the Simpson Drain in the Village of Springfield.

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**COMMENTS & ANALYSIS:**

The process to improve a drainage works has been in the Drainage Act, 1990, for quite some time and applies to any changes to the drainage works. The process requires extensive consultation with all property owners in the watershed. Recent changes (July 1, 2021) to the Drainage Act, have modified the original improvement process. There are now two different types of improvement projects that can be requested under Section 78 of the Drainage Act, depending on the details of the situation:

- major improvement projects
- minor improvement projects

The major improvement project process is relatively unchanged from the process that existed in the Drainage Act prior to June 30, 2021.

The minor improvement project process is new (as of July 1, 2021). It involves changes that are required to address a specific need of one property rather than the entire drainage works. The process is designed to allow projects to be completed in a more timely and cost-effective manner. Examples of minor improvement projects include:

- a farmer requesting a wider crossing to accommodate larger farm equipment
- the addition of a second crossing
- the relocation of a drain on an individual property
- the incorporation of a buffer along a drain

A drain project is considered a minor improvement project provided it meets all of the criteria listed in section 7 of O. Reg. 500/21.

The criteria are:

- The project is initiated by the owner of an individual property or two or more adjacent properties that are owned by the same individual or related parties.
- The initiating property owner is paying for all the costs of the project.
- The project does not require access from neighbouring properties, or written consent has been received from the owners of the neighbouring properties. Proof of consent must be provided to the municipality when the project is requested.
- The project will not:
  - result in changes to how future repair and maintenance costs are allocated to other property owners in the watershed
  - change the drainage capacity or erosion potential
  - result in the drain being enclosed
  - take place within any wetlands

As per *Sections 6 and 7 of the Drainage Act R.S.O. 1990*, once Council has initiated the drain improvement, notice will be sent out to local municipalities, local conservation authorities and the Ontario Ministry of Agriculture, Food and Rural Affairs. These agencies have the right to request an environmental appraisal or a cost-benefit analysis at their own expense.

Staff believes that this request for minor improvement meets the criteria in section 7 of O. Reg. 500/21 outlined above and are recommending that Spriet Associates be appointed by Council to prepare an Engineer's Report under *Section 78(5) of the Drainage Act R.S.O. 1990*.

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**FINANCIAL IMPLICATIONS:**

Costs associated with this project will be borne entirely by the petitioning landowner.

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**CONSULTATION:**

OMAFRA Factsheet #21-049, September 2021

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**ATTACHMENTS:**

1. Drain location map

**Prepared by:** B. Lopez, Engineering Technologist/Drainage Superintendent

**Reviewed by:** J. Godby, Director of Public Works

**Approved by:** N. Dias, Chief Administrative Officer





Legend

- Elgin County Parcels
- E911
- Boundary
- Elgin Road Network
- Elgin Road Network
- Elgin Road Network
- Lagoons
- World Imagery

1: 3,329

0.2 0 0.08 0.2 Kilometers

Notes



**REPORT NO. FIN-24-16**

**TO:** Mayor & Members of Council  
**DEPARTMENT:** Corporate & Financial Services  
**MEETING DATE:** May 2, 2024  
**SUBJECT:** 2024 Tax Rates

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**RECOMMENDATION:**

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

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**PURPOSE & BACKGROUND:**

Township property owners are issued two property tax bills each year: an interim bill and a final bill. Interim tax bills require property owners to pay their tax obligation in two instalments which are due on March 15<sup>th</sup> and June 15<sup>th</sup>. Council set this amount at 50% of 2023’s property taxes through its Interim Tax Levy By-Law (23-81) which was approved in December 7, 2023 for 2024.

Through its annual budget, the Township determines the total amount of property taxes it needs for the year, referred to as the property tax levy, and then sets property tax rates in a way that generates exactly this amount. A tax rate for each class must be passed through by-law according to Section 312 of the Municipal Act.

Final tax rates are required to be submitted to the Province before the end of June and are required for the preparation of the Township’s final tax bills which are issued in August. Final tax bill instalments are due by September 15<sup>th</sup> and November 15<sup>th</sup> each year.

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**COMMENTS & ANALYSIS:**

The 2024 Budget as approved by Council on April 4, 2024, requires a tax levy of \$8,868,831 which translates to a 6.37% increase to the Township’s tax rates. A full schedule of the Township’s proposed 2023 tax rates is attached to this report for Council’s consideration. When aggregating Township, County and Provincial tax rates, the residential tax rate will increase by 4.63% resulting in an increase of \$177 to a benchmark residential property with an assessment of \$250,000.

<b>2023 to 2024 Residential Tax Rate Comparison</b>				
	<b>Township</b>	<b>County</b>	<b>Province</b>	<b>Total</b>
<b>Rates</b>				
2023 Tax Rate	0.00721319	0.00659343	0.00153000	0.01533662
2024 Tax Rate	0.00767263	0.00684347	0.00153000	0.01604610
Increase (%)	6.37%	3.79%	0.00%	4.63%
<b>Tax Burden</b> (\$250,000 assessment)				
2023	\$1,803.30	\$1,648.36	\$382.50	\$3,834.16
2024	\$1,918.16	\$1,710.87	\$382.50	\$4,011.53
Increase (\$)	\$114.86	\$62.51	\$0.00	\$177.37

**Special Area Tax Rates**

Section 326.1 of the Municipal Act allows a municipality to designate an area of the municipality in which residents and property owners receive additional benefits from a special service that is not received or will not be received in other areas of the municipality. In addition to the Township’s general tax rates, Springfield properties are charged a special area rate to recover the costs pertaining to the provision of streetlights and sidewalks in the village.

Springfield’s special area levy was set to \$15,700 during the 2024 Budget deliberations. As a result, a benchmark residential property of \$250,000 in Springfield would pay \$54.34 during the year which is approximately half of what was paid in 2023.

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**FINANCIAL IMPLICATIONS:**

N/A

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**LINK TO STRATEGIC & OPERATIONAL PLANS:**

<b>Values:</b>	Taking a long-term view
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**ATTACHMENTS:**

1. By-law 24-19-Tax Rates

**Prepared by:** A. Boylan, Director of Corporate Services/Treasurer

**Approved by:** N. Dias, Chief Administrative Officer

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE****BY-LAW NO. 24-19**

Being a By-law to set the 2024 tax rates and levies.

**WHEREAS** the Council of The Corporation of the Township of Malahide in accordance with the provisions of Section 312 of the Municipal Act, 2001, c. 25, has prepared and provisionally adopted the estimates of all sums required during the Year 2024 for the purposes of the Municipality, including the sums required by law to be provided for School purposes and County purposes for the Year 2024;

**AND WHEREAS** the Council of The Corporation of the County of Elgin has enacted By-law No. 22-15 being a by-law to adopt the 2024 County Budget, to set tax ratios for the Year 2024 and to establish the 202 County tax rates to be levied by the local municipalities in the County of Elgin;

**AND WHEREAS** the Ministry of Finance enacted Ontario Regulation 46/21 amending Ontario Regulation 400/98 made under the Education Act establishing tax rates for school purposes to be levied by the local municipalities in the County of Elgin;

**AND WHEREAS** Section 342(1) (a) of the *Municipal Act 2001*, S.O. 2001, c.25, as amended, allows a local municipality to provide for the payment of taxes in one amount or by instalments and the date or dates in the year for which the taxes are imposed on which the taxes or instalments are due;

**AND WHEREAS** Section 342 (1) (b) of the *Municipal Act 2001*, S.O. 2001, c.25, as amended allows a local municipality to provide for alternative instalments and due dates in the year for which the taxes are imposed other than those established under clause 342 (1) (a) to allow taxpayers to spread the payment of taxes more evenly over the year;

**AND WHEREAS** Section 345 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, allows for a percentage charge, not to exceed 1.25 per cent of the amount of taxes due and unpaid, to be imposed as a penalty for the non-payment of taxes, and allows for an interest charge, not to exceed 1.25 per cent each month of the amount of taxes due and unpaid, to be imposed for the non-payment of taxes;

**AND WHEREAS** the whole of the taxable assessment on real property in the Township of Malahide, according to the 2024 Assessment Roll, certified by the Assessment Commissioner, and as further modified to reflect changes of the Assessment Review Board, Severances and Section 442 Tax Write-Offs and upon which the taxes for 2024 are to be levied;

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

1. THAT the Tax Rates for 2024 be established as set out in Schedule 'A' attached hereto.
2. THAT a special area rate for street lighting and sidewalk maintenance be applied, in addition to the rates above, to the geographic Village of Springfield as set out in Schedule 'B' attached hereto.
3. THAT there shall be levied and collected such other rates and/or Special Area Rates, pursuant to the Municipal Act, 2001 and/or the Drainage Act.
4. THAT the final taxes shall be due and payable in two installments, namely September 15, 2024 and November 15, 2024.
5. That alternative due dates and payments in the year be allowed, under the provisions of a pre-authorized payment plan, or otherwise agreed upon by the payer on account of any taxes due.
6. THAT there shall be imposed a penalty for non-payment of taxes on the due date or on any installment, the amount of one and one-quarter percent (1.25%) of the amount due and unpaid on the first day of default, and an additional penalty of one and one-quarter percent (1.25%) shall be added on the first day of each calendar month thereafter in which default continues.
7. THAT the Director of Corporate Services/Treasurer is hereby authorized to mail or e-mail, or cause to be mailed or e-mailed the Notice of Taxes Due to the residence or place of business of such person indicated on the last revised assessment roll, specifying the amount of taxes payable.
8. THAT all taxes be paid at the Malahide Township Office; at most financial institutions; by telephone banking; or by internet banking, by the person charged with such payment or their authorized designate.
9. THAT Schedules 'A', 'B' and 'B.1' attached hereto form a part of this By-law.
10. THAT this By-law shall come into force and take effect on the final date of passing thereof.

**READ a FIRST and SECOND** time this 2<sup>nd</sup> day of May 2024.

**READ a THIRD time and FINALLY PASSED** this 2<sup>nd</sup> day of May 2024.

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Mayor, D. Giguère

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Clerk, Allison Adams

**TOWNSHIP OF MALAHIDE****SCHEDULE 'A'****TO BY-LAW NO. 24-19****TAX RATES**

<b>Property Class</b>	<b>2024</b>	<b>2023</b>
Residential	0.00767263	0.00721319
Commercial Occupied	0.01256470	0.01181233
Commercial Vacant Land	0.01256470	0.01181233
Commercial Small Scale on Farm Business	0.00314117	0.00295308
Industrial Occupied	0.01707236	0.01605008
Industrial Vacant Land	0.01707236	0.01605008
Industrial Small Scale on Farm Business	0.00426828	0.00401270
Pipeline	0.00878209	0.00825622
Farmland	0.00176470	0.00165903
Managed Forest	0.00191816	0.00180330

**TOWNSHIP OF MALAHIDE**

**SCHEDULE 'B'**

**TO BY-LAW NO. 24-19**

**VILLAGE OF SPRINGFIELD SPECIAL AREA RATES**

- i) Identification of Special Service: the provision of streetlight and sidewalks in the Village of Springfield
- ii) Special Levy Funded Costs: the Township of Malahide utilizes a special area levy in the Village of Springfield to maintain pre-amalgamation differences in property taxation as a result of the provision of streetlights and sidewalks, a service not generally provided elsewhere in the Township.

Springfield's special area levy is intended to fund a portion of operating and capital costs for streetlights and sidewalks within Springfield's designated service area. Costs relating to the provision of streetlights and sidewalks are not considered eligible unless otherwise defined in the table below.



<b>Eligible Special Service Costs</b>	<b>Portion</b>	<b>2024</b>
Streetlight Utilities	100%	\$6,300
Streetlight Maintenance	100%	2,500
Sidewalk Maintenance	40%	2,000
Contributions to Reserves – Streetlights	100%	3,100
Contributions to Reserves – Sidewalks	40%	1,800
<b>Total Special Area Levy</b>		<b>\$15,700</b>

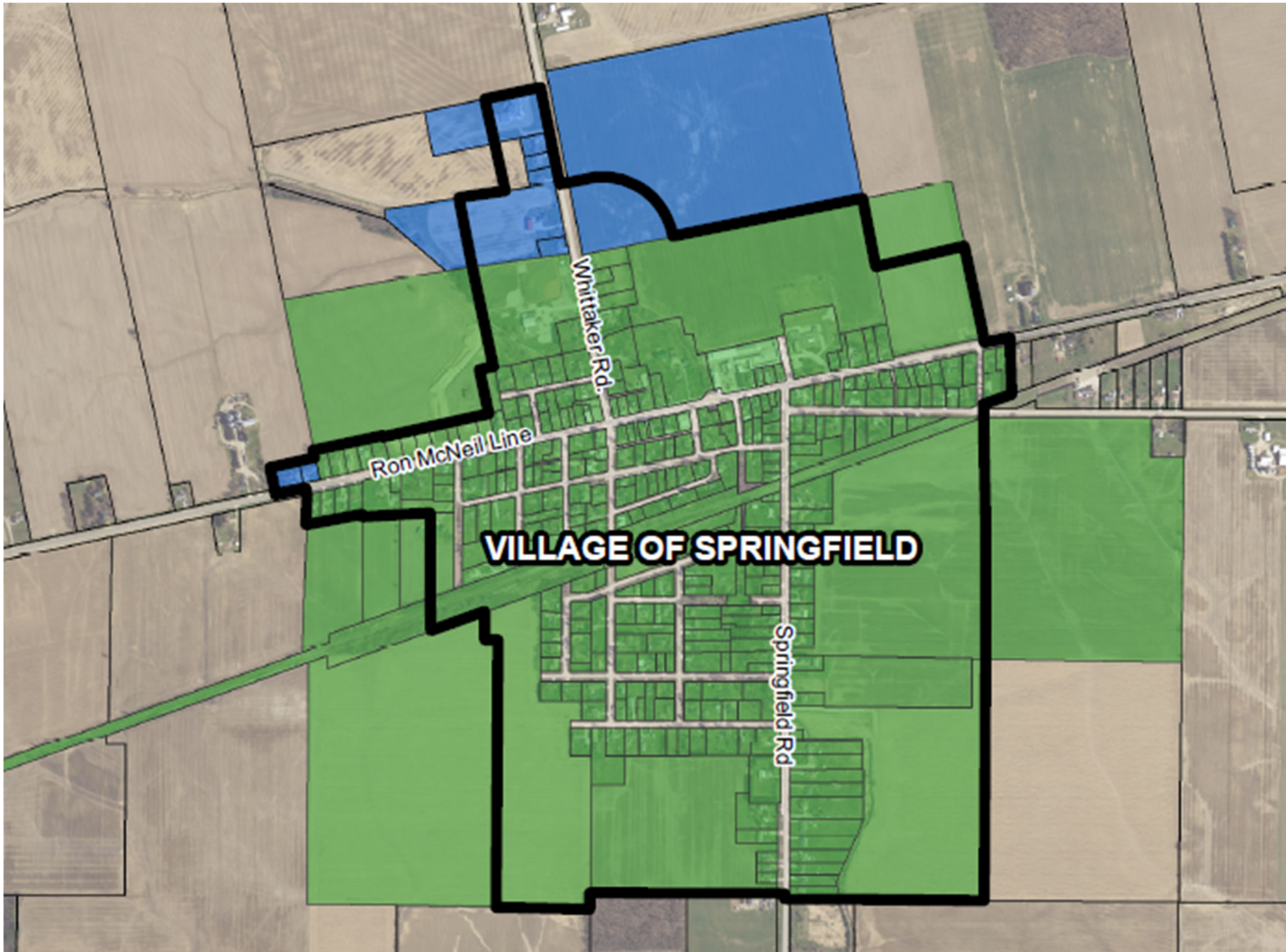
- iii) Designated Special Service Area: See Schedule B.1 to By-law 24-19 for a map of properties which are included in the Village of Springfield's designated special area.
- iv) Special Area Tax Rates:

<b>Property Class</b>	<b>2024</b>	<b>2023</b>
Residential	0.00021737	0.00043333
Commercial	0.00035597	0.00070963
Industrial	0.00048367	0.00096421
Pipeline	0.00021737	0.00049599
Farmland	0.00005000	0.00009967



# Schedule 'B.1' - Designated Special Service Map

Original	
Expansion (2018)	







**REPORT NO.** DS-24-19

**TO:** Mayor & Members of Council

**DEPARTMENT:** Development Services

**MEETING DATE:** May 2, 2024

**SUBJECT:** **Bill 185 - Cutting Red Tape to Build More Homes Act & Provincial Policy Statement 2024 – Policy Change Summary**

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**RECOMMENDATION:**

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

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

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**PURPOSE & BACKGROUND:**

On April 10, 2024, Bill 185, Cutting Red Tape to Build More Homes Act received its first reading and was posted on the Environmental Registry of Ontario for comment. Bill 185 is an omnibus bill that would amend several pieces of legislation, including the Development Charges Act, Municipal Act, and the Planning Act. Comments are able to be made by May 12, 2024.

Additionally, in 2023 the Ministry of Municipal Affairs and Housing initiated a review of the Provincial Policy Statement and has released several updated drafts over the course of the review. The latest draft of the Provincial Policy Statement 2024 was released on April 10, 2024, with further modifications from the previous version and is open for comments until May 10, 2024.

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**COMMENTS & ANALYSIS:**

The following is a summary of policy changes proposed under Bill 185 and PPS 2024 that have or may have implications for municipal planning in the Township. It is noted that this report only includes a summary of changes to the Planning Act and Provincial Policy Statement 2024 and, due to the number of changes proposed in the legislation, is also only a high-level summary.

## **Bill 185, Cutting Red Tape to Build More Homes Act**

As noted above, Bill 185 proposed several changes to the Planning Act:

- **Third Party Appeals** – Currently, the Planning Act allows for a person to appeal the adoption of an Official Plan or Official Plan Amendment, as well as the passing of a Zoning By-law or Zoning By-law Amendment to the Ontario Land Tribunal (OLT), subject to certain criteria. Under the proposed changes, the only persons able to make an appeal would be the Minister, the approval authority, the applicant, a public body or agency, and specified persons under the Planning Act (i.e. utility and telecommunication providers). This does not apply to applications that have already had hearings scheduled before April 10, 2024.
- **Appeals for Settlement Area Expansions** – An applicant is currently not able to appeal a decision of an approval authority to refuse an Official Plan Amendment and/or Zoning By-law Amendment that proposes to expand a settlement area. Bill 185 would now permit an applicant to appeal a refusal to the OLT.
- **Voluntary Pre-consultation** – Municipalities were previously able to require pre-consultation by by-law if the policies were included within an Official Plan. If passed, legislation would make pre-consultation voluntary at the discretion of the applicant. It is noted that the Township does not currently require pre-consultation for development applications; however, staff have and will continue to strongly recommend that applicants pre-consult with staff prior to submitting an application.
- **Complete Application Submissions** – Currently under the Planning Act, applicants can make an appeal to the OLT 30 days after submitting a Planning Act application to have the OLT determine whether sufficient information has been provided for a complete application submission. Under Bill 185, an applicant would now be able to make an appeal after pre-consultation has started or after an application fee has been paid.
- **Fee Refund Provisions** – Changes made under the previous Bill 23 contained requirements where application fees, either all or in part, would be refunded to applicants if a decision was not made or an approval not granted by an approval authority within a specified number of days. Bill 185 proposes to repeal these refund requirements.
- **Additional Residential Units (ARUs)** - Currently, the Minister is empowered under the Planning Act to require municipalities to permit second or third residential units in a detached house, semi-detached house, rowhouse, or ancillary building or structure to such house on residential parcels that have full municipal servicing. Bill 185 proposes to give further ability for the Minister to create regulations for any ARU, as well as allowing the Minister to create regulations that would exempt ARUs from Planning Act requirements, including zoning by-laws and minor variances. While the Township should support infill development and opportunities

to expand the range of housing options, the application of zoning requirements assists in ensuring that new development is appropriate in scale and is compatible with surrounding land uses. It is recommended that the Township provide comments to the Ministry in opposition to this proposed change to exempt ARUs from zoning requirements (i.e. setbacks, lot coverage, etc.).

- **Use It or Lose It Policies** – Bill 185 proposes to modify lapsing conditions for Draft Plans of Subdivision, as well as introduce lapsing requirements for Site Plan Control applications as a means of ensuring that development approved by a planning authority actually takes place. Planning authorities would be required to establish a period of time where Draft Plans of Subdivisions and Site Plan Control applications would lapse.
- **Issuing of Public Notices** – Regulations under the Planning Act contain specific requirements of who is to be notified of an application and how notice is to be provided, including issuing notice in a newspaper. Changes under Bill 185 would provide municipalities with additional options for circulating notices where local newspaper publications are not available, including posting notices online. It is noted that the Township currently circulates notices in the Aylmer Express, as well as posts notices on the Township website and at the Township office.

### **Provincial Policy Statement 2024**

Section 3(1) of the Planning Act gives the Ministry of Municipal Affairs the ability to use policy statements on matters relating to municipal planning that in the opinion of the Minister are of provincial interest. Under Section 3(5) of the Act, municipal planning decisions must be consistent with a provincial policy statement. The Province is proposing to integrate the A Place to Grow: Growth Plan for the Greater Golden Horseshoe and the Provincial Policy Statement, 2020 into one document. The following changes are proposed in the Provincial Policy Statement 2024 (PPS 2024):

- **Extension of Long-Term Planning Horizon** – PPS 2020 requires that municipalities plan for a sufficient land supply to meet the projected needs for a range and mix of land uses for a time horizon of up to 25 years. Under the proposed policies of the PPS 2024, this time horizon is proposed to be modified to a minimum of 20 years up to a maximum of 30 years. This change would provide more flexibility for municipalities to determine their long-term needs and planning compared to the more rigid policies in the PPS 2020. Additionally, municipalities will be able to plan for infrastructure and employment uses beyond the 30-year time horizon.
- **Residential Intensification** - PPS 2024 proposes to expand policies requiring consideration for redeveloping underutilized commercial and institutional land and focuses on redevelopment that results in a net increase in residential units.

- **New Settlement Areas & Boundary Expansions** – The establishment of a new settlement area or the expansion of an existing settlement area is currently allowed only through the completion of a comprehensive review. A comprehensive review is an official plan review that is based on a review of population and employment projections and considers matters including alternative directions for growth or development; opportunities to accommodate projected growth or development through intensification and redevelopment; and planning for infrastructure and public service facilities. The PPS 2024 proposes to permit the consideration of a settlement area expansion at any time and removes the requirement for an undertaking of a comprehensive review. Instead, criteria for evaluating an expansion are provided that would require the demonstration that there is a need to designate additional lands; there is sufficient capacity in existing and planned infrastructure; an evaluation of locations that avoid specialty crop areas, prime agricultural lands, and minimum distance separation; as well as the phased progression of development. The PPS 2024 would also introduce a new requirement for the completion of an Agricultural Impact Assessment to be completed which would evaluate the potential impacts of non-agricultural uses on agricultural lands and operations and recommend ways to avoid or if avoidance is not possible, minimize and mitigate adverse impacts.
- **Strategic Growth Areas** – The PPS 2024 introduces a new term of “strategic growth areas”, which means areas within settlement areas that have been identified by municipalities to be the focus for accommodating intensification and higher-density mixed uses in a more compact built form. These lands are intended to be where growth or development will be focused, that may include infill, redevelopment, brownfield sites, and the expansion or conversion of existing buildings. While these policies appear to be targeted towards larger centres, the Township may consider designating strategic growth areas to focus development within the Township.
- **Partial Servicing in Rural Areas** – Partial servicing is currently permitted where individual private services have failed and for infill development and minor rounding out of existing development in settlement areas. The PPS 2024 proposes to also permit partial services within rural settlement areas that are to be serviced with individual private wells and municipal sanitary services. This would provide some additional flexibility for development in the settlement area of Springfield.
- **Surplus Farm Dwelling Severances** – The PPS 2020 contains specific instances where lot creation is permissible, including permitting the severance of an existing farm dwelling that has become surplus to a farming operation as a result of farm consolidation. The PPS 2024 proposes to restrict the number of surplus farm dwelling severances to one per farm consolidation. The implementation of this policy may require an amendment to the Township’s Official Plan to provide further direction on when surplus farm dwelling severances are permitted.

- **Additional Residential Units in Agricultural Areas** – The Township previously approved Official Plan Amendment 20 which permitted one additional dwelling unit on agricultural parcels. This was intended to provide further housing options in rural areas, including housing for multiple generations for a farm operation. The Township Official Plan contains certain criteria that additional dwelling units would need to address. The PPS 2024 proposes to permit up to two additional dwelling units provided the units comply with minimum distance separation, are appropriately serviced, are of limited scale, and minimize the land removed from agricultural production. Additional residential units may only be severed in accordance with the PPS policies for surplus farm dwelling severances. However, it is unclear whether the limitation of severing one surplus farm residence, as noted above, applies just to a primary dwelling or if it applies to additional residential units as well. Staff have concerns with further increasing the number of residential uses and the potential negative impacts on agricultural operations and challenges with permitting development on private septic systems and wells. It is recommended that the Township provide comments to the Ministry raising concerns of the potential negative implications this may have in prime agricultural areas.

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**ATTACHMENTS:**

N/A

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

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

**Approved by:** N. Dias, Chief Administrative Officer



**REPORT NO.** DS-24-21

**TO:** Mayor & Members of Council

**DEPARTMENT:** Development Services

**MEETING DATE:** May 2, 2024

**SUBJECT:** **Planning and Regulatory Approvals for Wind Turbine Operations**

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**RECOMMENDATION:**

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

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**PURPOSE & BACKGROUND:**

At the February 7, 2024, Malahide Township Council meeting, it was requested that staff prepare a report that summarized the approval process for commercial wind turbine projects. This report outlines the provincial regulatory and municipal planning approvals that would be required for a commercial wind turbine project.

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**COMMENTS & ANALYSIS:**

On January 1, 2019, the Province of Ontario repealed the Green Energy Act. The Green Energy Act contained policies that allowed renewable energy projects to be exempt from documents such as the Provincial Policy Statement, Official Plans and Zoning By-laws. As a result of the repeal, renewable energy projects are now subject to the provincial and municipal land use policies, however, with modifications to the Planning Act brought in by the repeal, an applicant cannot appeal the refusal or failure of a planning authority to make a decision on an Official Plan Amendment or Zoning By-law Amendment that proposes to permit a renewable energy undertaking.

**Renewable Energy Approval (REA)**

For any Wind projects generating at a capacity greater than 3 kW, a REA is required. This is an application that is under the jurisdiction of the Ministry of Environment, Conservation & Parks (MECP). Early stages of the REA process include meeting with key agencies, of which local municipalities are listed.

The Province has a specific regulation for Renewable Energy Approvals (O.Reg. 359/09) that falls under the Environmental Protection Act (“EPA”). This regulation contains provisions including but not limited to setbacks, site plan conditions, and public notice

requirements. It is important to note that 550-meter setbacks are prescribed in the REA guidelines to protect residential dwellings from noise disturbances associated with wind energy projects. Further distances are prescribed where multiple turbines are involved, and noise studies are required.

REA applicants must submit a number of technical reports alongside their application such as cultural heritage assessments and natural heritage assessments to the satisfaction of the Ministry of Tourism, Culture and Sport (“MTCS”) and Ministry of Natural Resources and Forestry (“MNR”) respectively.

As part of the complete REA application, applicants must include a Municipal Consultation Form to demonstrate to the MECP that consultation with the municipality has occurred. Through this process, a municipality is able to provide comments on matters including, but not limited to, renewable energy project’s location, roadways and access, traffic, and municipal service connections.

Notice of the project, draft project description report and the municipal consultation form are to be provided by the applicant 30 days (minimum) prior to the first public meeting. After this meeting, reports are to be finalized and sent to the public and aboriginal communities 60 days (minimum) prior to the final public meeting. Reports are to be sent to the municipality a minimum of 90 days prior to the second and final public meeting.

Additional permits may also be required including permits issued under the Building Code Act, 1992, the Drainage Assessment Act, and Road Use Agreements/Permits.

### **Provincial Policy Statement 2020 (PPS)**

The PPS does not speak specifically to wind turbine projects but contains the following policy on Energy Supply (Policy 1.6.11.1):

*“Planning authorities should provide opportunities for the development of energy supply including electricity generation facilities and transmission and distribution systems, district energy, and renewable energy systems and alternative energy systems, to accommodate current and projected needs.”*

The PPS also contains directions on land use compatibility stating that major facilities and sensitive land uses shall be planned to avoid effects from odour, noise and contaminants.

The PPS also emphasizes the protection of prime agricultural areas and permits agricultural uses, agriculture-related uses, and on-farm diversified uses. Non-agricultural uses may be permitted within prime agricultural areas only where it can be demonstrated that the land does not comprise a specialty crop area, there is an identified need within the planning horizon to accommodate the proposed use, and alternative locations that avoid prime agricultural areas (s. 2.3.6). Depending on the scale and intensity of a project, wind turbines may be permitted as an on-farm diversified use, or larger projects may require further planning justification.

## County of Elgin Official Plan

The Elgin County Official Plan contains a section on Alternative and Renewable Energy Systems (Section E 4.2), stating that the County shall encourage the development of these systems. Guidance on the construction of these systems is further given, stating (E4.2): *“New or expanded alternative or renewable energy systems should be designed and constructed to minimize impacts on adjacent land uses in order to prevent adverse impacts from odours, noise and other contaminants and minimize risk to public health and safety”.*

In agricultural areas, secondary uses are permitted as long as it is accessory and subordinate to the agricultural use (Section C2.7.1). Additional Policy for compatibility of agricultural land uses with other land uses states that nothing shall limit the ability of farmers to carry out normal farm practices (Section C2.10 f). The development of new non-agricultural uses may be permitted under the County Official Plan subject to criteria similar to Section 2.3.6 of the PPS. Site-specific local Official Plan Amendments of this nature do not require a County Official Plan Amendment.

## Malahide Official Plan

The Malahide Official Plan supports the development of large scale wind farms and provides direction for matters for the Township to consider when providing comments through the provincial approval process (Section 6.2.3.2):

*“... Wind farms should be located on large parcels of agricultural land having limited residential development on-site or nearby. The sites should be separated from Urban Land Uses found in the Hamlets or Villages designations of Schedule “A1” in order to reduce the potential impact of safety, noise and visual intrusion on these areas. The proposed sites should have access to a public road with the existing design capacity to accommodate construction and maintenance vehicles needed for the wind farm. The site should have sufficient area to provide setbacks from sensitive residential and institutional land uses and to provide safety from falling ice. The wind energy system should be designed, built, operated and maintained by firms/individuals qualified to undertake the work.”*

The Official Plan also requires that wind farms comprised of one or more large commercial turbines shall be subject to agreements for the location of road access, location of external works/facilities, storm water management/drainage and any other identified impact mitigation facilities/measures (s. 6.3.2.4).

The Malahide Official Plan also permits secondary uses within the agricultural designation provided they do not contribute to land use conflicts (Section 2.1.2.2). Additionally, the Malahide Official Plan states that the plan’s policy framework is to regulate all non-farm uses so that they do not conflict with agricultural uses (Section 2.1.1.2). Proposal for new or altered land uses in agricultural areas require an amendment to the Official Plan where it has been demonstrated there is 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.

### **Malahide Zoning By-law No. 18-22**

The Malahide Zoning By-law includes a definition of a wind farm as “any devices and related equipment that is used, or designed to be used, for the commercial production of electrical power where wind is the energy source, including one or more wind turbines, vertical axis wind turbines and horizontal axis wind turbines but excluding power poles, power lines, data lines and equipment such as transformers and switching stations related to the transmission or distribution of power from a Wind Farm”.

The current Zoning By-law was passed in 2018 prior to the Green Energy Act being repealed. Section 4.7 of the Zoning By-law permits electricity generation facilities, as well as transmission and distribution systems, in any zone and exempts these facilities from lot coverage, lot line setbacks, or any other regulatory requirements under the By-law. As a result, a Zoning By-law Amendment is not currently required to permit an electricity generation facility.

### **Site Plan Control**

The Township’s Site Plan Control By-law requires site plan approval for new development within the Township. While agricultural uses are exempt from site plan control approval, commercial wind farm operations are not exempt and would be subject to site plan control approval.

### **Additional Resources:**

Ontario Guide to When and How to get a Renewable Energy Approval:  
<https://www.ontario.ca/page/renewable-energy-approvals>

Ontario Regulation 359/09:  
<https://www.ontario.ca/laws/regulation/090359>

Technical Guide to Renewable Energy Approvals:  
<https://www.ontario.ca/document/technical-guide-renewable-energy-approvals-0>

Renewable Energy Approval – Municipal / Local Authority Consultation Form  
<https://forms.mgcs.gov.on.ca/dataset/012-2095>

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### **FINANCIAL IMPLICATIONS:**

N/A

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**LINK TO STRATEGIC & OPERATIONAL PLANS:**

<b>Tangible Results:</b>	More policy-driven decision making
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**ATTACHMENTS:**

N/A

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

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

**Approved by:** N. Dias, Chief Administrative Officer



**REPORT NO. DS-24-20**

**TO:** Mayor & Members of Council  
**DEPARTMENT:** Development Services  
**MEETING DATE:** May 2, 2024  
**SUBJECT:** **Guenther Homes Tax Increment Equivalent Grant(TIEG) Report**

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**RECOMMENDATION:**

THAT Report No. DS-24-20 entitled "Guenther Homes TIEG Report" be received;

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

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**PURPOSE & BACKGROUND:**

In 2015, all Local Municipal Partners approved their respective Community Improvement Plans (CIP). Each municipality's original and amended CIP contains the Tax Increment Equivalent Grant (TIEG), which was implemented for major projects.

The TIEG is intended to stimulate investment by effectively deferring part of the increase in property taxation due to the significant development, redevelopment, reconstruction, or rehabilitation of land or buildings.

The TIEG must be approved by both the applicant's respective Municipal Council and Elgin County Council. Both levels of government endorsement are required as this grant allows for the increase in Municipal and/or County taxation to be deferred for five (5) years.

As such, the TIEG will defer 100% of the Township's portion of incremental taxes on the portion of assessment for new development commencing on the completion of construction for a period of five (5) years; following year one (1) for each year thereafter the value of the grant will decrease by 10% until the full value of new assessment is collected by the Township. (100% in year 1, 90% in year 2, 80% in year 3, 70% in year 4, 60% in year 5, and 0% in year 6).

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**COMMENTS & ANALYSIS:**

An example of the TEIG can be illustrated by development of vacant land. In a theoretical example of a vacant lot current municipal property taxes collected on the site are \$10,000. The property owner proposes to develop the site for a range of uses including industrial

and commercial uses. The “increment” in municipal property taxes from the development is expected to be \$100,000. Using a TIEG, the municipality “grants” a portion of the expected tax increment to the property owner. The grant is made on a declining basis over a fixed period of five years. In year 1, the property owner pays the original \$10,000 and the value of the grant is \$100,000. In year 2, the property owner is still paying the initial \$10,000, plus a share of the increment at \$10,000 and the value of the grant is \$90,000. By year 6, the value of the grant is \$0 and the municipality is collecting the full value of the taxes at \$110,000.

The Peter Letkeman Guenther Inc. project proposes building a 38,000-square-foot facility with six (6) business units. The facility will be mixed-use with both industrial and commercial uses. The land is currently vacant, and this project will convert vacant land into a space for entrepreneurs to start and grow their businesses, creating more jobs for residents. This project is not located within the tourism corridor or priority area; as such, it is eligible for a 100% grant of the Municipal and County portion of the taxes for the first year with a reduction of 10% each year for the next four (4) years.

The Elgincentives Implementation Committee has recommended the approval of the application by Peter Letkeman Guenther Inc. for the New Industrial Building Plaza (10725 Hacienda Road) as it meets all of the requirements of the Tax Increment Equivalent Grant described in the Elgincentives Community Improvement Plan.

The total cost of construction, including site preparation, heating/cooling, plumbing, and electrical, is estimated at \$1,800,000.00. The construction of six business units is expected to draw investment from companies in the industrial and commercial sector, as well as aspiring entrepreneurs in the area. It is estimated that the new units will create upwards of 100 new jobs in the region.

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### **FINANCIAL IMPLICATIONS:**

- The program defers the Township’s incremental tax collection on the new building for five (5) years, with a starting deferral of 100% in year one (1), 90% in year two (2), 80% in year three (3), 70% in year four (4) and 60% in year five (5).
- The amount of tax deferred will depend on the usage of the building which permits a mix of industrial and commercial activity, with different taxation rates, there will be a minimum and maximum range.
- Based on the most recent tax rates, the estimated tax deferral to the Township would be amounts up to \$30,370.25 in year one, \$27,657.22 in year two, \$24,584.20 in year three, \$21,511.17 in year four, and \$18,438.15 in year five, amounting total tax deferral allotment of \$122,560.99 over the course of five years.

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**LINK TO STRATEGIC & OPERATIONAL PLANS:**

- Unlock responsible growth.
- Maximize the utilization of all assets: people, facilities, and technology

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**ATTACHMENTS:**

1. Tax Increment Equivalent Grant

**Prepared by:** S. Tripp, Community Relations & Economic Development Manager

**Approved by:** N. Dias, Chief Administrative Officer

## 5.3 Tax Increment Equivalent Grant for Major Projects and Brownfield Development

### Purpose and Anticipated Benefits

The Tax Increment Equivalent Grant for Major Projects is intended to stimulate investment by effectively deferring part of the increase in property taxation as a result of the major development, redevelopment, reconstruction, or rehabilitation of lands or buildings. Grants that are equivalent to a percentage of the resulting **Municipal and/or County portion** of the property tax increment are provided to a property owner following the reassessment of the property. This incentive program applies to larger-scale redevelopment projects, including Brownfield developments. Please be sure to speak with Economic Development staff at Elgin County to discuss project eligibility.

### Value of Grant

***Applicants should refer to the definition for Tax Increment provided in the Glossary of this CIP, or contact Economic Development staff at Elgin County, in order to further understand how grant values will be calculated.***

Where a proposed project satisfies the eligibility requirements, a Tax Increment Equivalent Grant for Major Projects may be provided on approved applications as follows:

- Following reassessment, a grant that is equivalent to 100% of the **Municipal and/or County portion of the tax increment** will be provided to a property owner. Grants will be provided for a period of 5 years. Following year one, and for each year thereafter, the value of the grant will decrease as follows:
  - In year two, the grant will be equivalent to 90% of the Municipal and/or County portion of the tax increase;
  - In year three, the grant will be equivalent to 80% of the Municipal and/or County portion of the tax increase;
  - In year four, the grant will be equivalent to 70% of the Municipal and/or County portion of the tax increment; and
  - In year five, the grant will be equivalent to 60% of the Municipal and/or County portion of the tax increase.
- The maximum value of an annual grant will increase where the property is located within a 'Priority Area' (as discussed in Section 4.3 of this CIP), or for an identified Brownfield site. In this case, a grant that is to equivalent to 100% of the **Municipal and/or County portion of the tax increase** will be provided to a property owner for a period of five years.

- At the County's sole discretion, where a property is not located within a 'Priority Area', annual rebates of up to 100% of the County's portion of the property tax increase may be negotiated between the applicant and the County where:
  - it is demonstrated that the incentive is integral to the financial success of the initiative, or
  - the development incorporates exemplary design standards.
- Upon reassessment of the property by MPAC following the completion of the project, should the total value of the grant be significantly less than the estimated value, the applicant may then have the opportunity to withdraw their application for the Tax Increment Equivalent Grant for Major Projects, and apply for one or more of the additional programs offered through this Plan – which may result in a more significant grant value.
- In no case will the value of the grant exceed the eligible costs.

#### **Program-specific Eligibility Criteria**

To be eligible for the Tax Increment Equivalent Grant for Major Projects, the following criteria must be met (in addition to the general eligibility criteria set out in Section 5.2 of this CIP):

- a) The applicant must be a registered owner/assessed owner of private property located within a 'Sub-Area'. Tenants are not eligible for this program.
- b) Properties and uses must be eligible in accordance with the Table on page 5-3 of this CIP. While mixed-use projects are encouraged, multi use residential, where it represents a desired intensification project, and is approved through the local Official Plan, may be eligible for the TIEG program.
- c) The proposed project must be 'major', meaning that only those projects that are anticipated to generate a tax increment as a result of property reassessment will be eligible to apply..
- d) A property is eligible for the Tax Increment Equivalent Grant for Major Projects once during the term of this CIP.
- e) The property owner is responsible for the entire cost of the major project.

#### **Eligible Projects and Costs**

The Tax Increment Equivalent Grant for Major Projects may be provided for the following types of major projects on eligible properties:

- a) The development, redevelopment of a property for the purpose of a new eligible uses;
- b) The restoration or improvement of an existing building to accommodate an eligible use;
- c) The conversion of an existing building to accommodate an eligible use;
- d) The expansion of a building that results in an increase to the gross floor area of an eligible use;

## [TO BE INSERTED] Elgincentives Community Improvement Plan

September 2015, Updated March 2019

- e) Infrastructure work including the improvement or reconstruction of existing on-site public infrastructure (water services, sanitary and storm sewer); and
- f) The services of a professional engineer, architect or planner to design and implement the project.
- g) Any remaining costs associated with Brownfield remediation and redevelopment that were not provided through the Brownfield Tax Assistance Program (see Section 5.14).

Other types of projects may also be considered eligible, at the

### Examples of Projects that may be eligible for the Tax Increment Equivalent Grant for Major Projects:

- Development of a new 2 storey mixed-use building on a commercial property in a downtown area.
- Major conversion of the upper floor of an existing commercial building to new residential units.
- Major redevelopment of an existing commercial property in a Settlement Area for a commercial use.
- Major conversion of an existing agricultural building to accommodate a bed and breakfast establishment with up to 6 rooms.
- Major expansion of an existing manufacturing operation.

discretion of Council.

### Payment

The total value of grants shall not exceed the total eligible costs of an approved project as invested by the applicant, or shall not be paid to the applicant for a period more than five years, whichever is the lesser amount.

Grants may require a financial pro-forma (at the expense of the applicant), an independent third party financial review (at the expense of the applicant), and a signed agreement (specifying terms, conditions, performance expectation and duration of the grant).

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant.). The Municipality may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

Applicants receiving the Tax Increment Equivalent Grant for Major Projects will not be eligible for any additional incentive programs offered through this Plan in any given year during the term of the CIP. The Tax Increment Equivalent Grant for Major Projects may not be combined with any other financial incentive programs offered by this CIP.



# [TO BE INSERTED] Elgincentives Community Improvement Plan

September 2015, Updated March 2019

Financial Incentive Program	Settlement Sub-Area Eligible Uses	Agricultural Sub-Area Eligible Uses	Employment Lands Sub-Area Eligible Uses	Value of Grant in a Sub-Area	Value of Grant in a Priority Area	May be combined with other incentives
<b>Tax Increment Equivalent Grant</b>	C,M,T,O,E, HDR	A,O,E	E, I	100% of the Municipal and/or County portion of the tax increase decreasing by 10% for a period of 5 years	100% of the Municipal and/or County portion of the tax increase for a period of 5 years.	Only the Brownfield Financial Tax Assistance Program
<b>Façade, Signage and Property Improvement Grant</b>	C,M,T,O,E	A,O,E	E, I	<b>Façade:</b> 50% of eligible costs to a max. of \$5,000 (may increase to \$7,500 if criteria are met) <b>Signage:</b> 50% of eligible costs to a max. of \$2,500 (may increase to \$5,000 if criteria are met) <b>Property:</b> 50% of eligible costs to a max of \$2,500	Façade: 50% of eligible costs to a max of \$10,000 Signage: 50% of eligible costs to a max of \$7,500 Property: 50% of eligible costs to a max of \$5,000	Yes*
<b>Building Improvement/Restoration Grant</b>	C,M,T,O,E	A,O,E	E, I	50% of eligible costs to a max. of \$8,000	50% of eligible costs to a max of \$10,000	Yes*
<b>Building Conversion/Expansion Grant</b>	C,M,T,O,E	A,O,E	E, I	\$15 per square foot of converted or expanded floor space, to a maximum of \$8,000	Maximum value of grant may be increased to \$10,000	Yes*
<b>Energy Efficiency Retrofit Grant</b>	C,M,T,O,E	A,O,E	E, I	25% of retrofit costs to a maximum of \$7,500	Maximum value of the grant may increase to \$10,000	Yes*
<b>Outdoor Art Grant</b>	C,M,T,O,E (Must be in a Priority Area)	A,O,E	E, I	N/A	50% of eligible costs to maximum of \$3,000	Yes*
<b>Feasibility, Design, and Study Grant</b>	C,M,T,O,E	A,O	E, I	50% of the eligible cost of the improvements to a maximum of \$2,000	Same	Yes*
<b>Application and Permit Fee Grant</b>	C,M,T,O,E	A,O,E	E, I	50% of the Municipal and/or County portion of the eligible cost to a maximum of \$2,000	Same	Yes*
<b>Multiple Property Owner Supplemental Grant</b>	C,M,T,O,E	A,O,E	E, I	Provided in addition to grant identified above, if criteria are met. 15% of the total value of the grant provided to each owner or tenant, to a maximum of \$1,000 per owner or tenant.		Yes*
<b>Savour Elgin/Elgin Arts Trails Supplemental Grant</b>	C,M,T,O,E	A,O,E	E, I	Provided in addition to grant identified above, if criteria are met. 15% of the total value of the grant provided to each owner or tenant, to a maximum of \$2,000 per owner or tenant.		Yes*
<b>Environmental Study Grant</b>	C,M,T,O,E, HDR	A,O,E	E, I	50% of eligible costs to a max of \$8,000.	Same	Yes*
<b>Brownfield Financial Tax Assistance Grant</b>	C,M,T,O,E, HDR	A,O,E	E, I	Cancellation of all or part of the Municipal and/or County taxes for up to 5 years. May include cancellation of Provincial education taxes up to 3 years (subject to Provincial approval)	Same	Only the Tax Increment Equivalent Grant

C – Commercial

M – Mixed Uses

T – Tourism-oriented commercial/service

O – Outdoor Recreation

A – Secondary and agriculture related uses to existing farm operations

E - Employment

I – Industrial

N/A – Not Available

\* Total value of grant may not exceed \$15,000

HDR – Higher Density Residential (Intensification sites as identified by the Local Municipal Official Plan)

MINUTES  
PORT BURWELL AREA SECONDARY WATER SUPPLY SYSTEM  
SPECIAL MEETING- April 24, 2024 – 1:00 PM

The PBASWSS Board met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 1:00p.m. The following were present:

**Board Members:**

*Municipality of Central Elgin – Norman Watson*

*Township of Malahide – Chester Glinski*

*Municipality of Bayham – Tim Emerson*

**Staff:**

*Municipality of Central Elgin – Alex Piggott and Geoff Brooks*

*Township of Malahide – Nathan Dias, Jason Godby, Sam Gustavson, Adam Boylan, and Allison Adams*

*Municipality of Bayham – Ed Roloson, Thomas Thayer, and Harry Baranik*

**Also Present:**

Pure Technologies Ltd. – Josh Greenberg and Ashan McNealy

(1) Call to Order

Norman Watson is appointed Chair and the meeting is called to order at 1:02p.m.

(2) Disclosure of Pecuniary Interest

N/A

(3) Reports

- Port Burwell Area Secondary Water Supply System - Pipeline Desktop Condition Assessment Report

S. Gustavson, the Operations Manager for Water/Waste Water at the administering Municipality, provided a brief overview of his report and highlighted its alignment with the upcoming presentation for the board. Consequently, the board listened to the presentation before deciding on the recommendation.

(4) Presentation

- Pure Technologies Ltd. - Desktop Assessment of the Port Burwell Area Secondary Water Supply System

Josh Greenby from Pure Technologies Ltd. presented the components analyzed in a project of this scale. Following that, he delivered a comprehensive project overview of the Port Burwell Area Secondary Water Supply System, focusing on these components. Subsequently, he outlined the risk assessment section of the desktop appraisal, categorizing risks and outlining the potential consequences of failure. The presentation concluded with the assessment recommendations.

Member Emerson asked about staff's capability to offer details on surge relief mechanisms for pressure reduction. Member Watson agreed with this request, emphasizing the importance of pressure relief. Manager Gustavson suggested incorporating this into a review process and updating the board accordingly.

Member Glinski asked whether the upcoming project would involve an improved pipe design. Mr. Gustavson assured that the pipe's quality and standards would surpass those of previous versions, as the engineer will incorporate the latest practices and materials during design and installation. He emphasized the significance of conducting inspections at various project stages.

**Moved by: Chester Glinski**  
**Seconded by: Tim Emerson**

**THAT Report No. PBAWSS-24-06 entitled "Port Burwell Area Secondary Water Supply System - Pipeline Desktop Condition Assessment Report" be received;**

**AND THAT the Port Burwell Area Secondary Water Supply System Joint Board of Management direct the Staff of the administering Municipality to initiate and develop a Request for Proposal (RFP) to obtain an Engineering Consultant to prepare a detailed Tender ready engineered design for the replacement of the entire Port Burwell Area Secondary Water Supply System transmission main.**

**AND that the Port Burwell Area Secondary Water Supply System Joint board of management direct staff of the administering municipality to review surge relief mechanisms to help reduce interim risk.**

**Carried**

**Moved by: Tim Emerson**  
**Seconded by: Chester Glinski**

**THAT the presentation from Pure Technologies Ltd. relating to the Desktop Assessment of the Port Burwell Area Secondary Water Supply System be received for information.**

**Carried**

(5) Adjournment

**Moved by: Chester Glinski**  
**Seconded by: Tim Emerson**

**THAT the Port Burwell Secondary Water Supply System Joint Board of Management adjourn at 2:20p.m.**

**Carried**

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Norman Watson - Board Chair

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Allison Adams - Clerk



# Full Authority Minutes

March 27, 2024

A meeting of the Full Authority of the Kettle Creek Conservation Authority was held on Wednesday, March 27, 2024 at 10:00 a.m. The meeting was streamed live to Facebook.

The meeting came to order at 10:00 a.m. A roll call of members was taken with all attending in person. Sam Trosow joined the meeting at 10:11 a.m.

## Audio/Video Record Notice

The Audio/Video Recording Notice was posted and made available to the public.

## Land Acknowledgement

Kettle Creek Conservation Authority wishes to acknowledge the treaty and traditional lands originally occupied by the Indigenous First Nation peoples of the Anishinabek, Attiwonderonk and Haudenosaunee nations. KCCA strives to build meaningful relationships with Indigenous communities and recognizes the importance of respecting these treaties and lands.

## Members Present:

Lori Baldwin-Sands	St. Thomas	In Person
Frank Berze	Middlesex Centre	In Person
Jim Herbert	St. Thomas	In Person
Grant Jones	Southwold	In Person
Sharron McMillan	Thames Centre	In Person
Todd Noble	Central Elgin	In Person
Sam Trosow	London	In Person
John Wilson	Malahide	In Person

## Members Absent:

Jerry Pribil	London
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## Staff Present

Jessica Kirschner	GIS and Information Services Coordinator	Virtual
Elizabeth VanHooren	General Manager/Secretary Treasurer	In Person
Jennifer Dow	Water Resources Supervisor	In Person
Joe Gordon	Manager of Planning and Development	In Person
Brandon Lawler	Forestry and Lands Technician	Virtual
Jeff Lawrence	Forestry and Lands Supervisor	Virtual
Betsy McClure	Stewardship Program Supervisor	In Person
Michael Buis	Lake Whittaker Coordinator	In Person

**Introductions & Declarations of Pecuniary Interest**

There were no declarations of pecuniary interest.

**Delegations/Presentations**

The Chair recognized Jeremy Browne, President of the London Canine Association. Mr. Browne circulated to members a handout detailing the merits of the Association's Annual Show held at Dan Patterson Conservation Area for the last five years. Mr. Browne stated that rental fees to host the show at Dan Patterson had increased from \$1,800 to \$5,400. Mr. Browne asked for clarification and reconsideration of the increase.

**FA42/2024**

**Moved by: Todd Noble**

**Seconded: Jim Herbert**

That consideration of the delegation be considered under New Business.

**Carried**

**Hearing Board**

There was no Hearing required.

**Minutes of Meeting****FA43/2024**

**Moved by: Jim Herbert**

**Seconded: Lori Baldwin-Sands**

That the minutes of the February 7, 2024 Full Authority meeting and the February 21, 2024 Annual General Meeting be approved.

**Carried**

**Matters Arising**

- a) Media Report
- b) Project Tracking
- c) Watershed Conditions

**FA44/2024**

**Moved by: Lori Baldwin-Sands**

**Seconded: Sharron McMillan**

That the Staff Reports under Matters Arising (a) through (c) be received.

**Carried**

**Correspondence**

- a) From Jennifer Keyes, MNRF Policy Branch Re: Regulation of Development for the Protection of People and Property from Natural Hazards in Ontario February 16, 2024
- b) From Conservation Ontario Re: Conservation Ontario’s comments on the “New regulation to focus municipal environmental requirements” (ERO#19-7891) March 18, 2024

**FA45/2024****Moved by: Sam Trosow****Seconded: Todd Noble**

That the Correspondence be received.

**Carried****Statement of Revenue and Expenses**

No report.

**New Business**

- a) Ontario Regulation 41/24 and New Proclaimed Sections of the CA Act
  - i) Legislative and Regulation Changes Overview

**FA46/2024****Moved by: Jim Herbert****Seconded: Sam Trosow**

That the staff report on the Legislative and Regulation Changes be received.

**Carried**

- ii) Re-delegation of Powers

**FA47/2024****Moved by: Sam Trosow****Seconded: Todd Noble**

That in accordance with Section 28.4 of the Conservation Authorities Act (the Act), the Authority delegates all the powers and duties of the Authority with respect to issuing permits and permit extensions under Section 28 of the Act or its regulations, to the appointed “Regulation Approval Officer(s)”; and further

That the Authority delegates all powers and duties of the Authority with respect to requests for a Hearing of the Board that in accordance with the Act or its regulations requires a decision within legislated timeline to the Executive Committee if a quorum or meeting of the Full Authority can not be achieved.

**Carried**

## iii) Re-appointment of Provincial Offences Officers

**FA48/2024****Moved by: Jim Herbert****Seconded: Frank Berze**

That in accordance with section 30.1 of the Conservation Authorities Act, the Authority appoints the Manager of Planning and Development, Joseph Gordon and the Forestry and Lands Supervisor, Jeff Lawrence as “Regulation Enforcement Officers” with all the powers and duties of an officer appointed under the Act for enforcement of regulations under section 28 and 29 in the jurisdiction of the Kettle Creek Conservation Authority.

**Carried**

## iv) Section 28 Administrative Documents

**FA49/2024****Moved by: Lori Baldwin-Sands****Seconded: Sharron McMillan**

That the KCCA Board of Directors approve the Permit Application Information Package and Permit as presented.

**Carried**

## v) Policy Updates

**FA50/2024****Moved by: Sam Trosow****Seconded: Frank Berze**

That the housekeeping amendments to KCCA’s Administrative By-Law and Hearing Procedure Guidelines be approved as presented; and further

That the KCCA Interim Policy Guideline for the Administration and Implementation of Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits be approved and implemented as presented.

**Carried**

## b) KCCA Watershed Enhanced Riverine Floodplain Mapping: Public Notification

**FA51/2024****Moved by: Jim Herbert****Seconded: Sam Trosow**

That the 2024 KCCA Watershed Enhanced Riverine Floodplain Mapping Project report be received, and draft mapping be released for public notification in accordance with the staff report.

**Carried**

## c) CA Act Update - Watershed Based Resource Management Strategy

**FA52/2024****Moved by: Sam Trosow****Seconded: Lori Baldwin-Sands**

That the staff report on the Conservation Authorities Act Update – Watershed Based Resource Management Strategy be received; and further

That the draft Guiding Principles and Objectives for the Strategy be approved for posting to KCCA's website for public consultation.

**Carried**

d) Lakeshore Upgrade

**FA53/2024**

**Moved by: Sam Trosow**

**Seconded: John Wilson**

That the Lakeshore Camping Area Improvement Plan be approved as presented.

**Carried**

e) March Planning and Regulations Report

**FA54/2024**

**Moved by: Frank Berze**

**Seconded: Sharron McMillan**

That the March 2024 Planning and Regulations Activity Report be received.

**Carried**

f) London Canine Association

Members asked staff to provide clarification of the fee increases identified by Mr. Browne during his delegation.

Ms. VanHooren reported that the London Canine Association has rented Dan Patterson for an Annual Dog Show since 2018. Fees associated with the booking have been unchanged at \$1,800. As part of the agreement organizers are allowed 10 unserviced camping sites to provide for overnight security, which is standard for all bookings of this nature. For 2 years staff have advised that fee increases would be forthcoming.

As outlined in KCCA's 2024 Fee Schedule, fees associated with the Dog Show are \$5,660 including the closure of the Kettle Creek Dog Park. Staff met with Jeremy Browne on February 22, 2024 to discuss a 2024 rental agreement and any opportunity to reduce fees in 2024. At that meeting the following was identified:

- KCCA staff identified that in accordance with the 2024 Fee Schedule a fee was introduced to discourage the closure of the Kettle Creek Dog Park with bookings associated with Dan Patterson. Mr. Browne agreed that he did not require the closure of the Dog Park which brought his 2024 fee down to \$2,580.
- Mr. Browne acknowledged that in 2023 the Club had allowed and collected fees for additional overnight camping at Dan Patterson beyond the 10 sites associated with the signed agreement. He offered to pay KCCA \$850 for the funds collected by the Club in 2023 for overnight camping. Mr. Browne stated he had done so with the knowledge of KCCA staff. Mr. Browne wanted 25 sites at Dan Patterson as part of the 2024 booking – 10 serviced sites and 15 unserviced sites.



- Ms. VanHooren told Mr. Browne that she would meet with staff and make a final decision as to whether a booking with the Club could be entertained in 2024.
- Upon meeting with staff Ms. VanHooren determined that the Club did not have staff's permission to allow for additional camping or collect fees on KCCA's behalf. Staff identified several concerns with allowing more than 10 unserviced sites at Dan Patterson including electrical capacity, security and overall safety.
- Mr. Browne was notified of staff's decision and the cheque for \$850 was destroyed. A 2024 agreement was never executed.

**Sam Trosow left the meeting at 12:13 p.m. before the motion was called.**

**FA55/2024**

**Moved by: Frank Berze**

**Seconded: Jim Herbert**

That the Board support staff's decision to not entertain a Dan Patterson rental agreement with the London Canine Association in 2024.

**Carried**

**Closed Session**

The Closed Session meeting began at 12:22 a.m.

**FA56/2024**

**Moved by: Lori Baldwin-Sands**

**Seconded: Sharron McMillan**

That the Full Authority move to Closed Session to discuss legal, Personnel or Property matters.

**Carried**

**FA57/2024**

**Moved by: Jim Herbert**

**Seconded: Tod Noble**

That the Full Authority revert to open session and report.

**Carried**

The Open Session resumed at 12:45 a.m.

a) Minutes

**FA58/2024**

**Moved by: Frank Berze**

**Seconded: John Wilson**

That the minutes of the Closed Session meeting of the February 7, 2024 Full Authority Meeting be approved.

**Carried**

b) Legal Matter – Violation V24-001

**FA59/2024**

**Moved by: John Wilson**

**Seconded: Sharron McMillan**

That staff continue to proceed based on legal advice.

**Carried**

c) Property Matter – Acquisition of Property

d) Property Matter – Acquisition of Property

**FA60/2024**

**Moved by: Lori Baldwin-Sands**

**Seconded: Jim Herbert**

That staff proceed as directed on property matters.

**Carried**

**Upcoming Meetings**

April 17, 2024 KCCA Full Authority Meeting

The meeting adjourned at 12:46 a.m.



\_\_\_\_\_  
Elizabeth VanHooren  
General Manager/Secretary Treasurer



\_\_\_\_\_  
Grant Jones  
Chair

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE****BY-LAW NO. 24-20**

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

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

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

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

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

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on May 2, 2024, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

**READ** a **FIRST** and **SECOND** time this 2<sup>nd</sup> day of May, 2024.

**READ** a **THIRD** time and **FINALLY PASSED** this 2<sup>nd</sup> day of May, 2024.

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Mayor, D. Giguère

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Clerk, A. Adams