



**The Corporation of the Township of Malahide
COUNCIL AND COMMITTEE OF THE WHOLE MEETING AGENDA**

September 4, 2025 – 7:00p.m.
Hybrid Council Meeting (Virtual and In-Person)
Springfield & Area Community Services Building – Council Chambers
51221 Ron McNeil Line, Springfield & via Zoom

- (A) Call to Order
- (B) O Canada
- (C) Approval of the Agenda
- (D) Disclosure of Pecuniary Interest
- (E) Announcements
- (F) Adoption of Minutes of Previous Meeting(s)
 - Council Meeting Minutes of August 14, 2025
- (G) Public Meetings & Committee of Adjustment
- (H) Delegations
- (I) Approval of Business (Consent Agenda)

Items listed under Approval of Business will be CONSIDERED in one motion, with the exception of those items identified for separate discussion, be approved and the recommendations therein (see draft resolutions) be adopted:

- PW- 25-24 - Avon Sidewalk
- (J) Unfinished Business
 - CAO-25-05 - Commemorative Asset Dedication Program
- (K) New Business
 - FIN-25-18 - Bulk Water Filling Station Fees
- (L) By-laws
 - 25-49 – 2025 Water Rates Amendment

- 25-46 – Speed reduction on Sparta Line
- 25-42 - Chalet Drain - 3rd Reading
- 25-43 – Bobbett Drain Dyck Branch - 3rd Reading

Committee of the Whole

(M) Business for Consideration

- PW-25-28 Port Bruce Provincial Park Maintenance Agreement - 2025 to 2029
 - PW-25-26 - Corporate Sponsorship Signage of MCP Baseball Diamond Policy
 - CLERK-25-04 - Strong Mayor Governance Protocols
- Unfinished Business

(N) Unfinished Business

(O) New Business

Council Members may bring new items for consideration but items for this section shall be introduced at the Approval of the Agenda

Committee of the Whole Adjourns

(P) Correspondence

Items listed under Correspondence are RECEIVED for information in one motion. Council members may request that one or more item(s) be separated for further action.

1. AMOWatchfile – August 7,14,21,2025
2. Elgin County - Elgin County Council Resolution – Aylmer Library Consultation Process and Next Steps
3. Elgin County - Letter of Intent – Town of Aylmer – Elgin County Library Branch Construction Policy
4. Township of Armour - Support for Standardized Governance Models for Family Health Teams
5. Ministry of Municipal Affairs and Housing – Notification of Proposed Updates to the Projection Methodology Guideline (Township of Malahide)
6. The Corporation of the Town of Grimsby - Endorsement of City of St. Catharines' Motion – Elect Respect Pledge
7. Corporation of the Municipality of West Nipissing - Approve Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest
8. Ministry of Natural Resources - Proposed updates to certain operational policies under the Aggregates Resource Act
9. Ministry of Natural Resources - Proposed regulations to support the implementation of the proposed Geologic Carbon Storage Act, 2025, if passed by the Legislature
10. EPCOR – Notice of Application for rates
11. Township of West Lincoln Endorse the Development of a Code of Conduct for Human Trafficking Prevention in Niagara Region

(Q) Closed Session

- Closed Meeting Minutes – August 14, 2025

- Position regarding a condition on a subdivision agreement subject to s. 239(2)(k) plans or instructions for negotiations.

(R) Confirmatory By-law

(S) Adjournment

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

1. THAT the September 4, 2025, Regular Council Meeting Agenda be approved as presented.
2. THAT the minutes of the regular council meeting of Council held on August 14, 2025, be adopted.
3. Whereas, at its August 14, 2025 meeting, the Committee of the Whole recommended to Council:

a) THAT Report No. PW-25-24 entitled "Avon Sidewalk" be received.

BE IT RESOLVED that Council adopts the above recommendations from the Committee of the Whole.

4. THAT Report CAO-25-05 entitled "Commemorative Asset Dedication Program" be received;

AND THAT Council approve Policy A09-CORP-10 Commemorative Asset Dedication Program.

AND THAT By-law 07-29 being a By-law to designate an "In Memoriam" Policy be repealed.

5. THAT Report No. FIN-25-18 entitled "Bulk Water Filling Station Fees" be received;

AND THAT Council approve the amendment to the Township's water fee schedule to remove its bulk water daily fee and replace it with a one-time activation fee for continuous use, effective January 1, 2025.

6. THAT the following by-laws be now read a first, second time and third time and finally passed:

- 25-46 – Speed reduction on Sparta Line
- 25-49 – 2025 Water Rates Amendment

7. AND THAT the following by-laws be now read a third time and finally passed:

- 25-42 – Chalet Drain
- 25-43 – Bobbett Drain Dyck Branch

8. RESOLVED THAT we do now move into Committee of the Whole.

9. THAT Report No. PW-25-28 entitled “Port Bruce Provincial Park Maintenance Agreement – 2025 to 2029” be received;

AND THAT the Committee recommend to Council that the Mayor and Clerk be authorized to execute the attached maintenance services agreement with the Ministry of the Environment, Conservation and Parks for the summer operating periods of 2025 to 2029.

10. THAT Report No. PW-25-26 entitled “Corporate Sponsorship Signage of MCP Baseball Diamond Policy” be received;

AND THAT the Committee recommend to Council the approval of the revisions to the Corporate Sponsorship Signage of MCP baseball Diamond Policy as presented.

11. THAT Report CLERK-25-04 entitled Strong Mayor Governance Protocols be received;

AND THAT the Committee recommend to Council that the Responsible Use of Powers Regarding Provincial Priorities Protocol be endorsed;

AND THAT the Committee recommend to Council that the remaining finalized protocols outlined in this report be received for information and incorporated into the Municipality’s governance framework, to be maintained by the Clerk for public reference.

12. RESOLVED THAT we do now move out of Committee of the Whole and reconvene the regular council meeting.

13. RESOLVED that the following correspondence items be received and filed:

1. AMOWatchfile – August 7,14,21,2025
2. Elgin County - Elgin County Council Resolution – Aylmer Library Consultation Process and Next Steps
3. Elgin County - Letter of Intent – Town of Aylmer – Elgin County Library Branch Construction Policy
4. Township of Armour - Support for Standardized Governance Models for Family Health Teams
5. Ministry of Municipal Affairs and Housing – Notification of Proposed Updates to the Projection Methodology Guideline (Township of Malahide)
6. The Corporation of the Town of Grimsby - Endorsement of City of St. Catharines’ Motion – Elect Respect Pledge
7. Corporation of the Municipality of West Nipissing - Approve Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest
8. Ministry of Natural Resources - Proposed updates to certain operational policies under the Aggregates Resource Act
9. Ministry of Natural Resources - Proposed regulations to support the implementation of the proposed Geologic Carbon Storage Act, 2025, if passed by the Legislature
10. EPCOR – Notice of Application for rates
11. Township of West Lincoln Endorse the Development of a Code of Conduct for Human Trafficking Prevention in Niagara Region

13. 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:

- Closed Meeting Minutes – August 14, 2025
- Position regarding a condition on a subdivision agreement subject to s. 239(2)(k) plans or instructions for negotiations.

14. THAT Council move out of Closed Session and reconvene at ____p.m. in order to continue with its deliberations.

15. THAT By-law No.25-48, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

16. RESOLVED THAT we do now adjourn at _____ p.m. to meet again on September 18, 2025 at 7:00p.m.

**The Corporation of the Township of Malahide
August 14, 2025 – 7:00p.m.**

Virtual Meeting - <https://youtu.be/Oeqd5FArgow?si=921Sb0h6tA-zMDRB>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:00p.m. The following were present:

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

Staff: Chief Administrative Officer N. Dias, Clerk A. Adams, Director of Corporate Services A. Boylan, Director of Public Works J. Godby, Director of Fire & Emergency Services J. Spoor, Community Relations & Economic Development Manager S. Tripp, and Human Resources Manager S. Loewen.

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 7:01p.m.

APPROVAL OF AGENDA:

No. 25-272

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT the August 14, 2025, Regular Council Meeting Agenda be approved as presented.

Carried

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

Deputy Mayor Widner disclosed a pecuniary interest with respect to Section G – Court of Revision – Chalet Drain and Court of Revision Dyck Branch of the Bobbett Drain and Section I - DS-25-31 Harvest Bowl MOU. The nature of the conflict being that a Partner at Spriet Associates is an immediate relative of his and he is a member of the Harvest Bowl Board.

ANNOUNCEMENTS:

None.

ADOPTION OF MINUTES:**No. 25-273****Moved By: Scott Lewis****Seconded By: Rick Cerna**

THAT the minutes of the regular council meeting held on July 10, 2025 be adopted.

Carried

PUBLIC MEETINGS & COMMITTEE OF ADJUSTMENT:

Deputy Mayor Widner disclosed a pecuniary interest with respect to this agenda item. He retired from the meeting and abstained from all discussions and voting on the matter.

- Court of Revision – Chalet Drain

No. 25-274**Moved By: Scott Lewis****Seconded By: Rick Cerna**

THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Chalet Drain:

Mayor Dominique Giguère
Councillor Rick Cerna
Councillor Chester Glinski

THAT the Court of Revision for the Chalet Drain be called to order at 7:04 p.m.

AND THAT Dominique Giguère be appointed Chair.

Carried

No. 25-274**Moved By: Rick Cerna****Seconded By: Chester Glinski**

THAT the Court of Revision members for the Chalet Drain do hereby accept the recommendations of Drainage Engineer; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated June 18, 2025.

Carried

No. 25-275**Moved By: Chester Glinski****Seconded By: Rick Cerna**

THAT the Court of Revision relating to the Chalet Drain be adjourned and the Council Meeting reconvene at 7:11p.m.

Carried

- Court of Revision – Dyck Branch of the Bobbett Drain

No. 25-276**Moved By: Chester Glinski****Seconded By: Scott Lewis**

THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Dyck Branch of the Bobbett Drain:

Mayor Dominique Giguère
Councillor Rick Cerna
Councillor Chester Glinski

THAT the Court of Revision for the Dyck Branch of the Bobbett Drain be called to order at 7:12 p.m.

AND THAT Dominique Giguère be appointed Chair.

Carried**No. 25-277****Moved By: Chester Glinski****Seconded By: Rick Cerna**

THAT the Court of Revision members for the Dyck Branch of the Bobbett Drain do hereby accept the recommendations of Drainage Engineer; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated June 2, 2025.

Carried**No. 25-278****Moved By: Rick Cerna****Seconded By: Chester Glinski**

THAT the Court of Revision relating to the Dyck Branch of the Bobbett Drain be adjourned and the Council Meeting reconvene at 7:14p.m

Carried

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

- Public Hearing – Minor Variance Application – D13-MV-05-25 – Jacob Zacharias and Eva Wall – 51102 Nova Scotia Line

No. 25-279

Moved By: John H. Wilson

Seconded By: Scott Lewis

THAT the Committee of Adjustment for the Township of Malahide be called to order at 7:14 p.m. and that Mayor Dominique Giguère be appointed Chairperson for the “Committee of Adjustment”.

Carried

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

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

Chair Giguère asked if any Committee members wished to make any comments regarding the application and there were none.

No. 25-280

Moved By: Scott Lewis

Seconded By: Rick Cerna

THAT Report No. DS-25-32 entitled “Minor Variance Application of Jacob Zacharias and Eva Wall, (Authorized Agent: Michele Hammond) relating to the property located at Concession 2, Part Lot 21 (51102 Nova Scotia Line)” be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-05-25 to permit an interior side yard of 1 metre;

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

- 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official; and,
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application to the satisfaction of the Chief Building Official.

Carried

- Public Hearing – Minor Variance Application – D13-MV-06-25 – Brian and Michelle Biemann – 3408 Lakeview Drive

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

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

Chair Giguère asked if any Committee members wished to make any comments regarding the application and there were none.

No. 25-281

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Report No. DS-25-33 entitled “Minor Variance Application of Brian and Michelle Biemann relating to the property located at Plan 253 Part of Lot 13 (3408 Lakeview Drive)” be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. MV-06-25 to permit a reduced side yard setback of 0.9 metres for an accessory structure;

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

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

Carried

No. 25-282

Moved By: John H. Wilson

Seconded By: Mark Widner

THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at 7:21 p.m.

Carried

- Public Meeting – Zoning By-law Application – D14-Z09-25 – Abe & Bertha Friesen-52543 John Wise Line

No. 25-283**Moved By: Rick Cerna****Seconded By: Scott Lewis**

THAT Council adjourns its Regular Meeting at 7:34 p.m. in order to convene in a Public Meeting under Section 34(12) of the *Planning Act*.

Carried

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

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on July 30th and August 6th. In addition, affected property owners within 120 meters were mailed a notice at minimum 20 days prior to this meeting.

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

Mayor Giguère invited comments from those in attendance. The applicant indicated she was present to answer any questions and expressed her agreement with the staff report and its recommendations.

Mayor Giguère invited comments from Council Members and there were none.

No. 25-284**Moved By: Rick Cerna****Seconded By: Scott Lewis**

THAT the Planning Public Meeting adjourn at 7:24p.m. and Council reconvene in its Regular Meeting in order to continue with its deliberations.

Carried**No. 25-285****Moved By: Scott Lewis****Seconded By: Mark Widner**

THAT Report No. DS-25-27 entitled “Zoning By-Law Amendment Application of Abe and Bertha Friesen relating to the property located at Concession 4, Part of Lot 30 (52543 John Wise Line)” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z09-25, BE APPROVED for the reasons set out in this Report.

Carried

- Public Meeting – Zoning By-law Application – D14-Z10-25 – Wes Beharrell and Amber Mealing-Beharrell- 53358 & 53408 John Wise Line

No. 25-286

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT Council adjourns its Regular Meeting at 7:25p.m. in order to convene in a Public Meeting under Section 34(12) of the *Planning Act*.

Carried

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

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on July 30th and August 6th. In addition, affected property owners within 120 meters were mailed a notice at minimum 20 days prior to this meeting.

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

Mayor Giguère invited comments from those in attendance. The applicant indicated she was present to answer any questions and expressed her agreement with the staff report and its recommendations.

Mayor Giguère invited comments from Council Members and there were none.

No. 25-287

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT the Planning Public Meeting adjourn at 7:27p.m. and Council reconvene in its Regular Meeting in order to continue with its deliberations.

Carried

No. 25-288**Moved By: Chester Glinski****Seconded By: Rick Cerna**

THAT Report No. DS-25-31 entitled “Zoning By-Law Amendment Application of Wes Beharrell and Amber Mealing-Beharrell, relating to the property located at Concession 5 South Part Lot 35 (53358 and 53408 John Wise Line)” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z10-25 of Wes Beharrell and Amber Mealing-Beharrell, BE APPROVED for the reasons set out in this Report.

Carried**DELEGATIONS:**

None.

APPROVAL OF BUSINESS (CONSENT AGENDA):

Deputy Mayor Widner disclosed a pecuniary interest with respect to this agenda item. He retired from the meeting and abstained from all discussions and voting on the matter.

- DS-25-31 – Harvest Bowl Memorandum of Understanding

No. 25-289**Moved By: John H. Wilson****Seconded By: Rick Cerna**

Whereas, at its July 10, 2025 meeting, the Committee of the Whole recommended to Council:

- THAT Report No. DS-25-31 entitled “The Harvest Bowl Memorandum of Understanding (MOU)” be received;

AND THAT the Committee recommends that Council approves the Memorandum of Understanding (MOU) between the Township and Mennonite Community Services of Southern Ontario, (a not-for-profit corporation under Ontario law, operating through its Harvest Bowl initiative), to outline the roles, responsibilities, and terms related to the use of municipal facilities and ongoing support for community development.

BE IT RESOLVED that Council adopts the above recommendation from the Committee of the Whole.

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

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- DS-25-34 - Community Grant Committee Revisions

No. 25-290

Moved By: Scott Lewis

Seconded By: Mark Widner

THAT Report No. DS-25-34 entitled "Community Grant Committee Revisions" be received;

AND THAT Council endorses the implementation of the recommended amendments to the Community Grants Policy and the Community Grant application form prior to the 2025 intake period.

Carried

- F-25-09 - Emergency Services Quarterly Activity Report (April – June)

No. 25-291

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT Report No. F-25-09 entitled "Emergency Services Quarterly Activity Report (April – June)" be received.

Carried

- FIN-25-11 - Q2 Financial Update

No. 25-292

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT Report No. FIN-25-11 entitled "Q2 Financial Update" be received for information.

Carried

- FIN-25-16 - Water and Wastewater Master Servicing Plan Contract Award

No. 25-293**Moved By: Scott Lewis****Seconded By: Mark Widner**

THAT Report No. FIN-25-16 entitled "Water and Wastewater Master Servicing Plan Contract Award" be received;

AND THAT Council award the contract for the development of a Water and Wastewater Master Servicing Plan to J.L. Richards & Associates Limited in the amount of \$80,027 (excluding HST).

Carried

- FIN-25-17 - Budget Process and Timeline

No. 25-294**Moved By: John H. Wilson****Seconded By: Mark Widner**

THAT Report FIN-25-17 titled "Budget Process and Timeline" be received for information;

AND THAT Council approve the 2026 Budget Timeline as set out in Appendix B to Report FIN-25-17, and direct staff to proceed with the preparation and publication of all notices, documentation, and scheduling required to implement the 2026 budget process.

Carried

- PW-25-25 - HVAC Upgrade – Administrative Office

No. 25-295**Moved By: Scott Lewis****Seconded By: Chester Glinski**

THAT Report No. PW- 25-25 entitled "HVAC Upgrade – Administrative Office" be received;

AND THAT Council authorize staff to proceed with necessary procurement for the upgrade of HVAC systems in the Administrative Office.

Carried

BY-LAWS:**No. 25-296****Moved By: Rick Cerna****Seconded By: Scott Lewis**

THAT the following by-laws be now read a first and second time and finally passed:

- 25-41 – Friesen Rezoning
- 25-47 – Beharrell Rezoning

Carried**COMMITTEE OF THE WHOLE:****No. 25-297****Moved By: Rick Cerna****Seconded By: John H. Wilson**

RESOLVED THAT we do now move into Committee of the Whole.

Carried

- CAO-25-05 - Commemorative Asset Dedication Program

No. 25-298**Moved By: Mark Widner****Seconded By: Rick Cerna**

THAT Report CAO-25-05 entitled “Commemorative Asset Dedication Program” be received;

AND THAT consideration of the program be deferred for further review.

Carried

- PW-25-24 – Avon Sidewalk

No. 25-299**Moved By: John H. Wilson****Seconded By: Mark Widner**

THAT Report No. PW- 25-24 entitled “Avon Sidewalk” be received.

Carried

No. 25-300**Moved By: Scott Lewis****Seconded By: Rick Cerna**

RESOLVED THAT we do now move out of Committee of the Whole and reconvene the regular council meeting.

Carried

CORRESPONDENCE ITEMS:**No. 25-301****Moved By: John H. Wilson****Seconded By: Mark Widner**

BE IT RESOLVED THAT items 2 and 4 be supported;

AND THAT the remaining items be received and filed.

1. AMOWatchfile – July 3,10,17,24,31, 2025
2. Township of Zorra – TVDSB Governance Resolution
3. Southwestern Public Health - Reducing alcohol harms: A primer for municipalities
4. Municipality of Bayham – Public Sector Employee Harassment Resolution
5. Corporation of the Municipality of South Huron - Exemption to O. Reg. 343/22 - Firefighter Certification Requirements
6. Aylmer-Malahide Museum – July/August 2025 Newsletter
7. Municipality of the Village of Burk's Falls – Battery Energy Storage System Facilities
8. County of Middlesex – Draft Official Plan Amendment
9. Joint Board of Management Minutes - Aylmer Area Secondary Water Supply System & Port Burwell Area Secondary Water Supply System - Draft Minutes - July 30, 2025
10. Long Point Conservation Authority Board of Director Minutes – June 4, 2025
11. Long Point Conservation Authority Hearing Board Minutes – June 4, 2025
12. Grey Bruce OPP Detachment Board - Appeal to the Ministry of the Solicitor General for Reinstatement of Provincial Funding
13. Norfolk County Council – Letter of support for the Township of Otonabee South Monaghan – Bill C-2
14. City of St. Catharines - Elect Respect Pledge
15. Elgin County OPP – Malahide Occurrences for June & July

Carried

CLOSED SESSION:**No. 25-302****Moved By: Scott Lewis****Seconded By: Rick Cerna**

THAT Council move into Closed Session at 8:53p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- Closed Meeting Minutes – June 19, 2025
- Labour Relations or Employee Negotiations Matters – Compensation Market Review Results and Employment Contracts (Section 239 (2)(d)).

Carried**No. 25-303****Moved By: Rick Cerna****Seconded By: John H. Wilson**

THAT Council move out of Closed Session and reconvene at 9:38p.m.

Carried**No. 25-304****Moved By: Scott Lewis****Seconded By: Rick Cerna**

THAT the June 19, 2025 Closed Meeting Minutes be adopted.

AND THAT staff were given direction in relation to employee compensation market review results and employment contracts and there is nothing further to report.

Carried**CONFIRMATORY BY-LAW:****No. 25-305****Moved By: John H. Wilson****Seconded By: Scott Lewis**

THAT By-law No.25-45, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:**No. 25-306****Moved By: Mark Widner****Seconded By: Rick Cerna**

THAT Council adjourn its meeting at 9:39p.m.to meet again on September 4,2025 at 7:00p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



REPORT NO. **CAO-25-05 (Updated for CM 2025-09-04)**

TO: Mayor & Members of Council
DEPARTMENT: Chief Administrative Officer
MEETING DATE: September 4, 2025
SUBJECT: **Commemorative Asset Dedication Program**

RECOMMENDATION:

THAT Report CAO-25-05 entitled “Commemorative Asset Dedication Program” be received;

AND THAT Council approve Policy A09-CORP-10 Commemorative Asset Dedication Program.

AND THAT By-law 07-29 being a By-law to designate an “In Memoriam” Policy be repealed.

PURPOSE & BACKGROUND:

The Township of Malahide occasionally receives requests from residents, families, and community groups wishing to dedicate municipal assets (such as benches) in honour of individuals, groups, or events of personal or public significance. In the absence of a formal policy, such requests have historically been reviewed on a case-by-case basis, resulting in inconsistent processes and expectations.

This policy establishes the Commemorative Asset Dedication Program, which sets out the terms, conditions, and administrative procedures for how commemorative dedications will be reviewed, approved, implemented, and maintained on Township-owned land. The policy ensures fairness, transparency, and alignment with municipal priorities, while also respecting the intent of applicants and preserving the integrity of public spaces.

COMMENTS & ANALYSIS:

**See CM 2025-09-04 updates below.*

Application and Submission Process

Applicants must complete a formal Commemorative Asset Dedication Application Form, indicating:

- The type of asset to be procured or repurposed

- The preferred location
- The proposed inscription

Applications are subject to a review by Township staff to ensure completeness and preliminary feasibility. Staff evaluate the suitability of the location, compatibility with existing infrastructure, accessibility compliance (e.g., AODA), and the appropriateness of the commemorative content.

Location Considerations

Applicants may suggest a preferred location for the commemorative asset in exclusion of municipally owned cemetery lands. However, the final placement decision lies with the Township.

Public Consultation and Discretionary Review

If an application is determined to have a significant community impact, the Township may initiate a public consultation period of fifteen (15) calendar days. This consultation provides transparency and allows for public input before a final decision is made.

All final decisions regarding applications, inscriptions, and locations remain at the sole discretion of the Township. Council consideration may be required for sensitive or high-profile dedications.

Cost Recovery and Asset Ownership

The program operates on a full cost-recovery basis, which ensures the program is financially sustainable without impacting municipal budgets. Applicants are responsible for all costs related to the procurement, installation, plaque production, and administrative coordination of the dedication.

Once installed:

- The asset itself remains Township property.
- The plaque becomes the property of the applicant.

Fees are set based on current material and labour costs at the time of application.

Dedication Term and End-of-Life

Dedications are intended to last for the useful life of the asset, as determined by the Township based on its physical condition. At the end of the asset's lifecycle, the Township will make reasonable efforts to notify the applicant and return the plaque where feasible.

Applicants are responsible for keeping their contact information up to date to facilitate communication about term completion or asset condition.

Maintenance and Vandalism

Standard maintenance will be provided by the Township. However, any additional maintenance, repairs, or replacements requested by the applicant will be carried out by the Township at the applicant's expense.

If a commemorative asset is damaged, vandalized, or deteriorates, the Township will notify the applicant. If the applicant does not proceed with replacement within 90 days, the Township may remove the asset without refund.

In cases involving offensive or discriminatory vandalism, or where the condition of the asset becomes unsightly, unsafe, or poses a hazard, the Township may act immediately to remove or alter the asset in the interest of public safety and the dignity of the space.

Program Benefits

- A respectful, structured way to honour individuals or events
- Clarity and fairness in the application and approval process
- Legal and operational safeguards for the Township
- A consistent standard of care and oversight for commemorative installations on municipal land

CM 2025-09-04 Updates:

Section 3.10 has been added to provide a definition of the term "Useful Life".

3.10. Useful Life: The period during which a Commemorative Asset remains safe, functional, accessible, and in good repair for its intended public use, as determined by the Township. An asset is deemed to have reached the end of its useful life when it no longer meets these standards or is no longer suitable for continued use due to safety, accessibility, structural, or operational considerations.

Section 4.4 has been added to make explicit that the Township retains full discretion over the final asset type, design, and placement. This ensures that all commemorative assets contribute to the functionality and long-term value of the Township's recreational infrastructure.

4.4. While Applicants may suggest the type and location of a commemorative asset, the Township will determine the final asset type, design, and placement to ensure it is a functional and meaningful addition to the community's recreational infrastructure.

Section 8.3 read rather long and complex, and has been reworded to clarify the intent of the clause.

Section 8.3 has been updated from:

8.3. In the event the Township initiates the removal of the Commemorative Asset prior to the end of its term; in exception to the reduction of the useful life of the asset due to any damage, vandalism, or theft; the Township may consider a partial refund of applicable fees to the Applicant in pro rata consideration of the remaining useful life of the asset based on its condition, as assessed by the sole discretion of the Township.

To:

8.3. If the Township removes a Commemorative Asset before the end of its useful life for reasons other than damage, vandalism, or theft, it may, at its discretion, provide the Applicant with a partial refund. Any refund will be calculated on a pro rata basis, reflecting the remaining expected useful life of the asset, as assessed by the Township.

Ambiguity Regarding Ownership: The policy has been updated to clearly state that both the commemorative asset and the plaque are municipally owned. Sections 3.3 and 5.1 now confirm that ownership rests solely with the Township, and the policy no longer indicates that plaques will be returned to the donor. This ensures there is no ambiguity regarding asset ownership or municipal responsibility for routine maintenance.

FINANCIAL IMPLICATIONS:

The Commemorative Asset Dedication Program is structured as a cost-recovery model, with applicants responsible for all expenses related to asset procurement, installation, plaque production, and any maintenance or replacement services requested. As such, the program is expected to have no net financial impact on the Township's operating budget.

Potential risks include unanticipated maintenance due to vandalism or deterioration, administrative time for processing applications, and public concerns over asset removal or relocation. These risks are mitigated through:

- Clear policy authority for asset removal, relocation, or denial;
- Cost recovery for any non-standard maintenance or replacement;
- Disclaimers of liability for damage or theft;
- Provisions allowing the Township to act immediately in cases of vandalism, safety hazards, or inappropriate content.

With these safeguards in place, the program presents minimal financial or operational risk to the Township while enabling respectful and well-managed public commemorations.

LINK TO STRATEGIC & OPERATIONAL PLANS:

The following are relevant sections from the 2023-2033 Strategic Plan to this topic:

- Vision: A Township defined by its rural character, close-knit community, and good quality of life.
- Values: Being flexible and solution-oriented; Partnering wherever it makes sense to get things done better; and Taking a long-term view
- Priorities: Engage the community; and Establish, document and implement service levels

CONSULTATION:

- A. Boylan, Director of Corporate Services/Treasurer
- J. Godby, Director of Public Works
- A. Adams, Manager of Legislative Services/Clerk
- D. Pennings, Manager of Facilities & Contract Administration
- S. Tripp, Manager of Community Relations & Economic Development

ATTACHMENTS:

- Policy A09-CORP-10 Commemorative Asset Dedication Program
- By-law 07-49 "In Memoriam" Policy

Prepared by: N. Dias, Chief Administrative Officer



CORPORATE POLICY

Section: Administration
Policy Title: Commemorative Asset Dedication Program
Policy No.: A09-CORP-006
Approved By: Council
Effective Date: 2025-
Revised Date:

COMMEMORATIVE ASSET DEDICATION PROGRAM

1. POLICY STATEMENT

- 1.1. The Corporation of the Township of Malahide ("Township") recognizes that individuals and community organizations may wish to commemorate persons, groups, or events of significance that reflect the values and objectives of the Township through the dedication of certain commemorative assets on municipal land.
- 1.2. This Policy provides a clear and efficient process for participation in the Commemorative Asset Dedication Program ("Program"), ensuring that dedications are managed and maintained in a manner that respects public spaces and aligns with community values.
- 1.3. The Clerk, or designate, shall be responsible for the administration and interpretation of this Policy, including its procedures and discretionary decisions.
- 1.4. Where a conflict arises between this Policy and any other Township policy regarding dedications or asset installations, this Policy shall prevail unless Council has approved an exception by resolution.
- 1.5. This Policy shall be reviewed every five (5) years or sooner at the discretion of the Clerk or Council.

2. PURPOSE

- 2.1. The purpose of this Policy is to outline the terms, conditions, and procedures for the dedication of Commemorative Assets. It aims to ensure consistency, fairness, and transparency while preserving the integrity, safety, and accessibility of municipal land.

3. DEFINITIONS

For the purposes of this Policy, the following definitions apply:

- 3.1. **Applicant:** An individual or organization that submits a Commemorative Asset Application Form to the Township.
- 3.2. **Asset:** A municipally-owned physical item, such as a park bench, or similar item, available for dedication under this Program.

- 3.3. **Commemorative Asset:** A municipally-owned Asset that has been designated, purchased, or installed under this Program for the purpose of recognizing or honouring a particular person, group, event, or theme of significance. A Commemorative Asset includes both the physical Asset (e.g., bench, tree, or similar item) and the associated plaque or inscription approved by the Township.
- 3.4. **Council:** The elected Council of the Corporation of the Township of Malahide.
- 3.5. **Inscription:** The approved wording or message placed on a plaque or Asset, intended to commemorate a person, group, event, or theme in a respectful, concise, and meaningful manner.
- 3.6. **Municipal Land:** Property owned by the Township, excluding cemeteries, unless otherwise indicated.
- 3.7. **Plaque:** A flat plate or tablet of metal, stone, or other durable material affixed to an Asset and bearing an inscription approved by the Township.
- 3.8. **Public Consultation:** A process by which the public is invited to provide input on a proposed commemorative asset or location, typically by way of notices posted on the Township's official website and other communication channels for a specified period. Public Consultation is non-binding and intended to inform Council decision-making, ensuring transparency and public awareness.
- 3.9. **Township:** The Corporation of the Township of Malahide, including its Council, officers, employees, volunteers, and agents.
- 3.10. **Useful Life:** The period during which a Commemorative Asset remains safe, functional, accessible, and in good repair for its intended public use, as determined by the Township. An asset is deemed to have reached the end of its useful life when it no longer meets these standards or is no longer suitable for continued use due to safety, accessibility, structural, or operational considerations.

4. APPLICATION & REVIEW PROCESS

Application Submission:

- 4.1. Applicants must submit a complete Commemorative Asset Application Form, specifying the preferred Asset to be procured or an existing Asset to be repurposed, proposed inscription, and requested location.
- 4.2. Cemeteries are excluded from the Program.
- 4.3. Submission and payment of any applicable fees indicate the Applicant's agreement to the terms and conditions of this Policy.
- 4.4. While Applicants may suggest the type and location of a commemorative asset, the Township will determine the final asset type, design, and placement to ensure it is a functional and meaningful addition to the community's recreational infrastructure.

Initial Review:

- 4.5. Township staff will review the application for completeness and preliminary feasibility. A written response regarding the suitability and availability of the requested location will be

provided within thirty (30) calendar days, unless further information or Council consideration is required at the discretion of the Township.

Evaluation Criteria:

4.6. The Township will consider the following factors:

- a) Use and Design Considerations: Cultural/historical context, space availability, pedestrian flow, accessibility compliance (e.g., AODA), and visual integration with surroundings.
- b) Environmental & Infrastructure Considerations: Avoidance of sensitive areas, suitability of materials, and alignment with future municipal plans.
- c) Legal & Policy Compliance: Adherence to municipal by-laws, provincial legislation, and confirmation that the placement is on Township-owned land free of encumbrances.

Council Approval & Public Consultation:

- 4.7. Applications deemed to have a significant community impact at the discretion of the Township may require a fifteen (15) calendar-day Public Consultation period.
- 4.8. The Township reserves the right to approve, modify, or reject any application at its sole discretion. All inscriptions are subject to Township approval. Inappropriate language or imagery will not be permitted (e.g., no profanity, hate speech, or discriminatory content).
- 4.9. Appeals: If an application is denied, the Applicant may submit a written appeal within fifteen (15) calendar days. Council will review and provide a final decision at an upcoming regular Council Meeting. Council's decision on any appeal shall be final and is not subject to further reconsideration.

5. OWNERSHIP & INSTALLATION

- 5.1. Ownership: All Assets and Commemorative Assets installed under this Program shall be the property of the Township, including plaques and inscriptions.
- 5.2. Installation Timeline: The Township will provide a time estimate to the Applicant for when the installation shall be scheduled. Delays may occur due to seasonal conditions or logistical constraints.

6. MAINTENANCE & ALTERATIONS

- 6.1. The Applicant may make a request to the Township for the maintenance and upkeep of the Commemorative Asset. The Township may approve or deny this request at its sole discretion. For approved requests, maintenance and upkeep shall be undertaken by the Township upon submission and payment of any applicable fees by the Applicant to the

Township. Only the Township or its authorized agents shall undertake the maintenance and upkeep of the Commemorative Asset to a standard at its sole discretion.

6.2. The placement of personal items or decorations around the Commemorative Asset is prohibited.

6.3. Should the Commemorative Asset or a part of it be damaged, vandalized, or stolen, replacement is at the Applicant's discretion and expense. If the Applicant does not request a replacement within ninety (90) calendar days of notice from the Township, the remaining elements of the Commemorative Asset may be removed without further notice and without obligation for refund.

a) In cases where the Commemorative Asset contains offensive or discriminatory content due to vandalism, or where its condition has deteriorated to the point of being unsightly, unsafe, or otherwise poses a hazard to the public or the integrity of the site, the Township may remove or alter the Commemorative Asset at its sole discretion without waiting for the full ninety (90) day period. Any such decision shall be made to uphold public safety, accessibility, and the respectful use of municipal spaces. The Township will make reasonable efforts to notify the Applicant of such action.

7. DEDICATION TERM

7.1. A dedication term shall be for the useful life of the Commemorative Asset, plaque or inscription based on its condition, as assessed by the sole discretion of the Township.

7.2. Applicants are responsible for providing and updating their current contact information to facilitate communication regarding the term's end and any related matters.

8. RELOCATION OR REMOVAL

8.1. While the Township strives to uphold the dedication term of the Commemorative Asset, the Township reserves the right to relocate or remove a Commemorative Asset at its sole discretion at any time.

8.2. Reasonable efforts will be made to inform the Applicant of relocation or removal when current contact information is available.

8.3. If the Township removes a Commemorative Asset before the end of its useful life for reasons other than damage, vandalism, or theft, it may, at its discretion, provide the Applicant with a partial refund. Any refund will be calculated on a pro rata basis, reflecting the remaining expected useful life of the asset, as assessed by the Township.

8.4. Where a dedication commemorates a person, group, or event of historical, cultural, or community significance to the Township, and no Applicant or representative remains available to be contacted, Council may, at its discretion, extend or renew the dedication beyond the asset's useful life. In such cases, the Township will assume the cost of providing and installing a replacement asset or otherwise preserving the recognition, in a form and location determined by Council.

9. FEES & COST RECOVERY

- 9.1. Applicants are responsible for the full cost recovery of the Commemorative Asset, including procurement, installation, associated materials (such as plaques), and any other expenses incurred by the Township in the course of implementing the dedication.
- 9.2. The fee for the Commemorative Asset shall be determined by the Township based on the current costs of materials, labour, administration, and any other relevant factors at the time of the application.
- 9.3. Following installation, any requested maintenance, repairs, or replacements beyond the standard level of upkeep provided by the Township shall be performed by the Township or its authorized agents at the Applicant's expense. The cost for such additional services will be calculated on a cost-recovery basis and must be paid by the Applicant prior to the commencement of the requested work.
- 9.4. All fees must be submitted in full at the time specified by the Township. Failure to remit payment by the due date may result in delays or termination of the application or maintenance request.

10. LIMITATION OF LIABILITY & FORCE MAJEURE

- 10.1. The Township is not liable for any damage, vandalism, or theft of Commemorative Assets or Plaques.
- 10.2. The Township bears no responsibility for delays or failures caused by events beyond its control, including force majeure circumstances.

11. INDEMNIFICATION

- 11.1. The Applicant indemnifies and holds the Township harmless against any claims arising from participation in the Program.

12. EXEMPTIONS

- 12.1. The Springfield Swans Paver Program, as outlined in the organization's Memorandum of Understanding with the Township, shall be exempt from this policy and program.

13. CONTACT INFORMATION

- 13.1. For inquiries regarding the Policy or the Program, contact: info@malahide.ca

14. PRIVACY STATEMENT

- 14.1. Personal information collected through the application process is collected under the authority of the Municipal Act, 2001, and will be used to administer the Commemorative Asset Dedication Program. Questions about this collection may be directed to the Township Clerk.

APPENDIX A - Commemorative Asset Dedication Program Application Form

Applicant Information
Name of Applicant (Individual or Organization)
Authorized Representative (Optional)
Mailing Address
Phone Number
Email Address
Proposed Commemorative Asset Details
Type of Asset Requested (e.g., Park Bench, Other)
Proposed Location (provide as much detail as possible e.g., east side of Malahide Park near trail entrance)
Proposed Inscription (Inscriptions are subject to Township approval. Inappropriate language or imagery, including profanity, hate speech, or discriminatory content, is not permitted.)
Reason for Dedication (Please provide a brief explanation of the significance of the person, group, event, or theme you wish to commemorate.)

APPENDIX B - Fees & Agreement

- I acknowledge that submission of this application and payment of any applicable fees indicates my acceptance of the terms and conditions of the Commemorative Asset Dedication Program as outlined in the Township of Malahide's Policy.
- I agree to provide and maintain current contact information so that the Township may inform me of any changes to the Commemorative Asset (e.g., relocation, removal, end of term).
- I understand that the Township owns the Commemorative Asset and has sole discretion over its installation, maintenance, condition assessment, relocation, or removal, in accordance with the Policy.
- I acknowledge that the Township is not liable for damage, vandalism, or theft of the Commemorative Asset or plaque and that I am responsible for any replacement costs.
- I confirm that I have read and understood the Policy, including limitation of liability, force majeure, and indemnification clauses.

Applicant Signature: _____ Date: _____

*** Office Use Only ***

Date Application Received: _____

Fee(s) Received (Y/N): _____ Amount: \$_____

Initial Review Completed by (Staff Name): _____

Date: _____

Application Status: ☐ Approved ☐ Denied ☐ Requires Council Consideration

Comments/Conditions:

Corporation of the Township of Malahide

By-law No. 07-49

Being a By-law to designate An "In Memoriam" Policy

WHEREAS Malahide Township Council are desirous of setting an "In Memoriam" Policy for the placement of various memorial tributes such as trees, benches, etc.

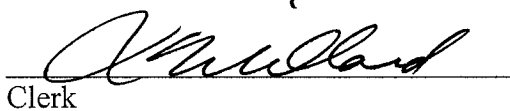
NOW THEREFORE Council assembled, enacts as follows:

1. The policy set out in Schedule "A" shall be followed.

Read a first and second time this 19th day of July, 2007.

Read a third time and finally passed this 19th day of July, 2007.


Mayor


Clerk

TOWNSHIP OF MALAHIDE
MALAHIDE TOWNSHIP PROPERTY COMMITTEE
IN MEMORIAM REQUEST POLICY

WHEREAS the Property Committee receives from time to time requests to buy benches, plant trees and other such memorials, and have these placed in the parks system of the Township of Malahide.

AND WHEREAS the Committee felt it necessary to establish a policy to regulate the kinds of memorials allowed, the locations for such memorials and the method in which the memorial shall be placed.

NOW THEREFORE the Property Committee direct that all such requests shall be reviewed in the context of this policy and such review shall be by the Department Manager.

AND FURTHER that any requests which do not fall within the scope of this policy shall be brought before the Property Committee and shall be evaluated on its own merits.

TYPES OF MEMORIALS

1. The following shall be types of memorials acceptable for inclusion in the Parks of the Township of Malahide.

- a) Park benches, as prescribed by the Property Committee;
- b) Trees, of the following species,
 - i) maple, soft and hard
 - ii) white ash
 - iii) oak
 - iv) other indigenous species as approved by the Committee.
- c) landscape materials
 - i) large boulders
 - ii) shrubs
 - iii) small ornamental trees

LOCATION FOR MEMORIALS

- 1) The requested location(s) for individual memorials, will be accommodated as much as possible, however the final decision shall be at the discretion of the Department Manager and the donor.
- 2) The following park areas will be considered for the planting of trees. Any other area must be approved by the Property Committee.
 - Wonnacott Park/Millennium, Port Bruce
 - Cenotaph Park, Springfield

- 3) Benches will be considered for all park areas, and will be at the discretion of the Department Manager and the donor. Only benches which meet the design criteria of the Township, as established from time to time, will be considered.
- 4) Landscape materials will be considered on a case by case basis. However, all such considerations should, when and where practical, be considered in the context of any project to be undertaken by the Township, and at no time will any large scale project be considered without first having come before the Township Property Committee for review and approval.

SIGNAGE/PLAQUES

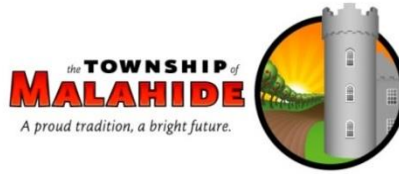
1. Due to problems with vandalism, ongoing maintenance, and various standards, signage and plaques are generally to be discouraged. Should an individual or group or organization wish to pursue this matter, they must forward their request in writing along with a description of the sign or plaque, including the type of material, the wording to be used, to the Property Committee for approval.

INSTALLATION PROCEDURES

1. The Township through its Property Committee shall be responsible for all memorial plantings, installations or erections.
2. Memorials involving the planting of a tree, shrub etc. shall only occur in the season(s) recommended for the particular species, and shall be subject to the availability of such plant.
3. If the donor wishes to hold a brief memorial service, arrangements can be made with the Department Manager.
4. Normal planting procedures will be followed ie: hole preparation, watering and fertilizing and staking where necessary.

GENERAL CONDITIONS

1. The Township will not be held responsible for the replacement of any memorial tree, shrub etc. should they fail.
2. The Township shall be responsible for any decision to locate, relocate, repair, replace or dispose of any item or thing which has been placed in connection with this policy.
3. The donor will be responsible to deliver to the designated area any such tree, plant or thing as may be approved and the donor shall co-ordinate such delivery and placement with the Department Manager.
4. A receipt of the Item or Items donated must be provided for the Township to consider any requested tax receipts. It also will be required for the Township's Asset Management Program.



REPORT NO. FIN-25-18

TO: Mayor & Members of Council
DEPARTMENT: Corporate & Financial Services
MEETING DATE: September 4, 2025
SUBJECT: Bulk Water Filling Fees

RECOMMENDATION:

THAT Report No. FIN-25-18 entitled "Bulk Water Filling Station Fees" be received;

AND THAT Council approve the amendment to the Township's water fee schedule to remove its bulk water daily fee and replace it with a one-time activation fee for continuous use, effective January 1, 2025.

PURPOSE & BACKGROUND:

The Township provides bulk water upon request through designated hydrants to provide residents, businesses, contractors, and water haulers with access to potable water directly from the municipal distribution system. Typical uses relate to construction, industrial, or agricultural purposes.

Users are required to establish an account with the Township, after which they are provided with the means to activate the filling station. Water dispensed is measured through a metering system, and users are billed for the volume consumed along with applicable service fees. The program is intended to operate on a cost-recovery basis to ensure that both the cost of water purchased from supply systems and the administrative expenses related to operating the service are fully recovered through user fees rather than the general tax base.

COMMENTS & ANALYSIS:

At present, the Township's fee structure includes a \$100 per day fee in addition to volumetric water charges. This daily fee was originally designed with short-term or occasional users in mind, as a way to recover staff time and administrative costs. However, the Township recently had one user who required continuous access for 71 days, which exposed what staff believe to be a flaw in the user fee schedule. For long-term users, the current structure results in a significant financial impact, with charges reaching \$3,000 per month in daily fees alone, in addition to the cost of metered water.

As such, staff recommend that the current \$100 daily fee for bulk water access be eliminated and replaced with a one-time activation fee of \$350, applied when a bulk water account is opened or reactivated. This fee is necessary to recover staff time for administration and hydrant set-up, including the cost of a contracted service to conduct required backflow testing on the water connection before use. While this change will make access more expensive for short-term or occasional users, the Township does not operate a bulk water filling station, which would otherwise not require continuous set-up costs. It is therefore not the Township's intent to cater to transient uses on its hydrants. The revised structure ensures the Township continues to recover the costs that the daily fee was originally intended to cover, while creating a more equitable and financially sustainable system for continuous-use customers. Ongoing usage would be billed strictly on a volumetric basis, reflecting actual water consumption.

As an additional consideration, Council may wish to apply this change retroactively to the beginning of 2025 to absolve any users from being unfairly burdened by this fee. Staff calculated the financial impact of forgiving these fees at \$6,750.

ATTACHMENTS:

None

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. 25-46

Being a By-law to prescribe a speed limit of 60 km/hr on a portion of Sparta Line.

WHEREAS Section 128(2) of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Rogers Road;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Sparta Line	525 metres East of the East property limit of Pulley Road	3,700 metres East of the East property limit of Pulley Road

2. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act*, R.S.O. 1990, as amended, shall apply to offences against this By-law.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 4th day of September, 2025.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of September, 2025.

Mayor, D. Giguère

Clerk, A Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 25-49**

Being a by-law to amend By-law No. 15-71, to establish rates for municipal water for 2025.

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, authorize a municipality to pass by-laws that are necessary or desirable for municipal purposes and, in particular, respecting economic, social and environmental well-being of the municipality; health, well-being and safety of Persons; services and things that the municipality is authorized to provide; and protection of Persons and property, including consumer protection;

AND WHEREAS under section 11 of the *Municipal Act, 2001*, a municipality may pass by-laws respecting matters within the sphere of jurisdiction of Public Utilities, which includes a system that is used to provide water services for the public;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001* provides that section 11 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS section 391 of the *Municipality Act, 2001* provides that a municipality may pass by-laws imposing fees or charges on Persons for services or activities provided by or on behalf of it;

AND WHEREAS the Council of The Corporation of the Township of Malahide enacted By-law No. 15-71, being a by-law to establish rates for municipal water for 2016;

AND WHEREAS the Council of The Corporation of the Township of Malahide enacted thereafter annual By-laws to amend Schedule "A" of By-law 15-71;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it desirous to amend such municipal water rates as hereinafter set forth;

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

1. THAT Schedule "A" of By-law No. 15-71, as amended by By-law No. 25-02 shall be deleted in its entirety and replaced with Schedule "A" attached hereto;
2. THAT this By-law shall come into force and take effect on September 4, 2025;

READ a **FIRST** and **SECOND** time this 4th day of September, 2025.

READ a **THIRD** time and **FINALLY PASSED** this this 4th day of September, 2025.

Mayor, D. Giguère

Clerk, A. Adams

**SCHEDULE “A”
TO
BY-LAW NO. 15-71 (AMENDED)**

Water Rates

ITEM		2023	2024	2025
Base Charge	Quarterly	\$82.32	\$86.44	\$90.76
	Annual	\$329.28	\$345.76	\$363.04
Consumption Charge	Per Cubic Metre	4.92	5.17	5.43

Water Impost Fees

ITEM	2023	2024	2025
New Connection on existing Water main	\$7,216.48 plus the cost of the service connection to the water main.	\$7,500.00 plus the cost of the service connection to the water main.	\$7,750.00 plus the cost of the service connection to the water main.

Other Water related Service Fees

ITEM	2023	2024	2025
<p>Hydrant Connection Permit (Bulk Use)</p> <p>A one-time fee of \$100.00 shall be charged upon activation or reactivation of a bulk water account, in addition to volumetric water charges. The Township reserves the right to discontinue access to the bulk water filling station at its sole discretion.</p> <p>A refundable deposit of \$350.00 shall be charged to ensure the return of any equipment provided for access to the bulk water filling station. The deposit will be refunded upon return of the equipment in good condition.</p>	\$80.00 daily fee plus a deposit of \$350.00.	\$80.00 daily fee plus a deposit of \$350.00.	\$100.00 activation fee plus a deposit of \$350.00.
Water Meter Assembly (3/4”) and inspection (s.108, s.110)	\$651.00 plus HST for meters under 3/4” & Full	\$719.00 plus HST for meters under 3/4” & Full Cost	\$755.00 plus HST for meters under 3/4” & Full Cost

ITEM	2023	2024	2025
	Cost Recovery for meters larger than $\frac{3}{4}$ "	Recovery for meters larger than $\frac{3}{4}$ "	Recovery for meters larger than $\frac{3}{4}$ "
New Water connection to inspect from curb stop to house	\$300.00	\$300.00	\$325.00
Water Frost Plates	\$15.00 plus HST	\$15.00 plus HST	\$35.00 plus HST
Connection to waterline where a line tap is required. The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs. (s.31).	\$300.00 plus Deposit of \$3,000.00.	\$300.00 fee plus deposit based on approved contractor quote	\$350.00 fee plus deposit based on approved contractor quote
Water Meter Testing – when no problem discovered. The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$150.00 plus a deposit of \$100.00.	\$150.00 plus a deposit of \$100.00.	\$150.00 plus a deposit of \$100.00.
Voluntary Shut Off/On exceeding 1 per year There is one free voluntary shut off/on per year. Each request thereafter is \$150.00.	\$75.00	\$75.00	\$150.00
Water Service Reconnection includes reconnection after shut off for non-compliance and/or non-payment (s.83, s.91, s.138)	\$75.00	\$75.00	\$150.00
Water Disconnection and Inspection The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs (s.84, s.85, s.86, s.90)	\$100.00 plus a deposit of \$1,000.00.	\$100.00 plus a deposit of \$1,000.00.	\$200.00 plus a deposit of \$1,000.00.
Water Meter Maintenance <i>or Replacement</i> The Township will be responsible for normal testing and repairs to maintain water meters in good operating condition. The cost to repair water meters damaged by freezing, vandalism or wilful neglect will be the responsibility of the property owner (s.120)	Full Cost Recovery	Full Cost Recovery	Full Cost Recovery

ITEM	2023	2024	2025
Repair to replace curb stop and drain valve (<i>when damaged by abutting property resident</i>)	Full Cost Recovery	Full Cost Recovery	Full Cost Recovery
Service Calls when no issue is discovered Any additional reads other than the regular meter reading for quarterly or final billing purposes (s.129)	\$75.00	\$75.00	\$100.00

Administration Fees

ITEM	2023	2024	2025
Transfer to Taxes: Administration Fee for all water accounts left unpaid after the second consecutive billing, and transferred to the corresponding tax account. (s.135)	\$30.00	\$30.00	\$30.00
Penalty – Utilities Imposed on first day of default (s.133)	5%	5%	5%



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 25-42

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

Being a By-law to provide for a drainage works
on the Chalet Line Drain
in the Township of Malahide,
in the County of Elgin

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

Parts of Lots 31 & 32
Concessions 5 and 6
In the Township of Malahide

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$26,400.00.

AND WHEREAS \$26,400.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$26,400.00 is being assessed in the Township of Malahide in the County of Elgin.

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

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

1. The report dated June 18, 2025, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$26,400.00 being the amount necessary for construction of the drainage works.
 - (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
 - (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "Chalet Line Drain".

READ a FIRST and SECOND time this 10th day of July, 2025.

Mayor

Clerk

READ a THIRD time and **FINALLY PASSED** this 4th day of September, 2025.

Mayor

Clerk



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 25-43

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

Being a By-law to provide for a drainage works
on the Bobbett Drain – Dyck Branch
in the Township of Malahide,
in the County of Elgin

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

Parts of Lot 20
Concession 3
In the Township of Malahide

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$32,400.00.

AND WHEREAS \$32,400.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$32,400.00 is being assessed in the Township of Malahide in the County of Elgin.

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

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

1. The report dated June 2, 2025, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$32,400.00 being the amount necessary for construction of the drainage works.
 - (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
 - (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "Dyck Branch of the Bobbett Drain".

READ a FIRST and SECOND time this 10th day of July, 2025.

Mayor

Clerk

READ a THIRD time and **FINALLY PASSED** this 4th day of September, 2025.

Mayor

Clerk



REPORT NO. PW-25-28

TO: Mayor & Members of Council
DEPARTMENT: Public Works
MEETING DATE: September 4, 2025
SUBJECT: **Port Bruce Provincial Park Maintenance Agreement – 2025 to 2029**

RECOMMENDATION:

THAT Report No. PW-25-28 entitled “Port Bruce Provincial Park Maintenance Agreement – 2025 to 2029” be received;

AND THAT the Committee recommend to Council that the Mayor and Clerk be authorized to execute the attached maintenance services agreement with the Ministry of the Environment, Conservation and Parks for the summer operating periods of 2025 to 2029.

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 had provided these services for zero compensation.

Report PW-24-18 was presented to Council in May 2024. This report provided for a new agreement with the MECP for the 2024 calendar year, which included provision for the recovery of costs to a maximum annual upset limit of \$15,000 for services provided by the Township at the Provincial Park. This report also indicated that staff would work with MECP to execute a new long-term agreement.

COMMENTS & ANALYSIS:

The 2024 operating agreement led to an overall recovery of approximately \$13,000 for grass cutting, washroom cleaning, garbage collection and spring beach clean-up.

Staff are pleased to report that discussions with the MECP have been positive, and staff from Malahide and the MECP both recognize the value of the maintenance services being provided. As such, staff are pleased to present the attached 5-year agreement based on the 2024 agreement for Council’s consideration. Highlights of the new agreement include:

- A 5 year agreement term for the 2025 through 2029 operating seasons
- Annual adjustments to the upset limits to account for inflation
- Due to the variable cost of spring beach cleanup, actual costs are to be billed directly to the MECP rather than utilizing an upset limit
- Spring operationalization and fall-winterization of the washrooms will be completed by the MECP rather than the Township
- Washroom spring opening on the first Friday of June
- Fall closing on the Tuesday after Labour Day in September

Based on the analysis of Malahide expenses from 2018 through 2024, this new maintenance agreement for 2025 through 2029 has been amended to include financial contributions from the MECP for the provision of services in these major maintenance areas:

Service Area	Invoice Upset Limit
Grass Cutting	\$ 1,760
Washroom Cleaning	\$ 4,235
Garbage Collection	\$ 5,458
Beach Cleaning	Full Cost Recovery

These upset limits have been estimated to be sufficient to provide full cost recovery to the Township for these service areas.

The Township will continue to track all costs associated with the provision of maintenance services for the Port Bruce Provincial Park to continually validate the suitability of the upset limits.

FINANCIAL IMPLICATIONS:

The 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 costs from the MECP for these services should provide a positive budget variance within the overall Parks budget area.

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.

CONSULTATION:

- Ministry of the Environment, Conservation and Parks staff
 - Manager of Facilities and Contract Administration
-

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**”) is effective as of July 7, 2025,

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*, S.O. 2006, c. 12 (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 in Article 1), to enhance the public’s enjoyment and use of the Park;
- C. Under subsection 14(1) of the PPCRA, the Minister of the Environment, Conservation and Parks 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 and the Minister has delegated the authority to enter into an agreement to the signatory of this Agreement;
- D. 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, pursuant to the terms of this Agreement, 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;

“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 (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (b) 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*, S.O. 2007, c. 6, and includes any regulations made thereunder;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and includes any regulations made thereunder;

“Hazard” means anything with the potential to cause harm, injury, or damage, encompassing situations, substances, or events that could lead to negative outcomes for visitors to the Park;

“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;

“Industry Standards” include (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;

“Losses” means liabilities, costs, damages and/or expenses (including legal, expert and consulting fees);

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

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

“Ministry Address” and **“Ministry Representative”** mean, unless the Ministry notifies the Township otherwise in writing:

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

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

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

“Operating 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 (Premises);

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

“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 any part thereof, including the PPCRA and the Endangered Species Act;

“Term” has the meaning as described in Section 2.2 (Term of Agreement);

“Township Address” and **“Township Representative”** mean, unless the Township notifies the Ministry otherwise in writing:

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

“Township Personnel” includes the directors, officers, employees, agents, partners, affiliates, volunteers, contractors and subcontractors of the Township.

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 scanned as a pdf and delivered by email to the other Party;
- (b) 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
- (c) 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 carry out the Allowable Activities at the Premises to enhance the public's enjoyment and use of the Park.
- 2.2 **Term of Agreement.** The Agreement shall commence on the Effective Date and expire on December 31, 2029 (the "**Term**") unless terminated on an earlier date in accordance with the terms and conditions 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 for Township Personnel 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, dependent contractor, partnership, agency or landlord-tenant relationship between the

Ministry and the Township (or any Township Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Sched. A.

- 3.4 **Responsibility of Township.** The Township agrees that it is liable for its acts and omissions and those of the Township Personnel. 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 the Township Personnel of the Township's obligations under the Agreement and shall ensure their compliance with the applicable terms of the Agreement. This section 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 (Township Indemnity), shall indemnify the Ministry in respect of Losses and Proceedings 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 Personnel 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 (Allowable Activities), B.1 (Security and Enforcement), C (Occupational Health and Safety), D (Volunteers) and F (Rates and Reimbursements).

- 4.2 **Standards.** The Township shall perform the Allowable Activities to the standards indicated in Section 4.3 (Performance Warranty) and in Appendices B (Allowable Activities) and C (Occupational Health and Safety) 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: (a) the Agreement; (b) Industry Standards; and (c) 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 (Performance Warranty), at all times when Township Personnel are carrying out any Allowable Activities, 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*, R.S.O. 1990, c. H.19, the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c 32 and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, and any regulations made thereunder and any direction from the Ministry, 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 Township 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 Personnel.** Every contract entered into by the Township with Township Personnel 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 Township Personnel. Nothing contained in this Agreement shall create a contractual relationship between any Township Personnel or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.

ARTICLE 5 INSPECTIONS

- 5.1 **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.
- 5.2 **Township Representative to Attend.** The Township shall ensure that its designated representative attends all inspections when required and arranged with the Ministry Representative.
- 5.3 **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 and the Ministry shall make every reasonable effort to be available, at the request of the other Party, 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 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 the FIPPA and the MFIPPA apply to and govern all records and, as applicable, may require the disclosure of such records to third parties by either Party.
- 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 Ministry 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,** During and for seven (7) years after the Term, 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 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 9 shall survive the 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 to the Allowable Activities.
- 10.2 **No Use of Logo.** The Township shall not use any insignia or logo 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 including the Township's use of the Park and to the Allowable Activities, 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 all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of or in connection with anything done or omitted to be done by the Township, Township Personnel or their directors, officers, agents, employees, partners, affiliates, volunteers or contractors in the course of the performance of the Township's obligations under the Agreement or otherwise in connection with the Agreement, including performance of the Allowable Activities. 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 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 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 (\$5,000,000.00) 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) thirty (30) calendar days 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 (Township's Insurance) 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 the Township Personnel obtains all the necessary and appropriate insurance that a prudent person in the business of the Township Personnel 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 Township Personnel 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 (Township Indemnity) 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 the termination or expiry of the Agreement.
- 11.5 **Ministry's Non-Liability.** Ontario, its Ministers, directors, officers, agents, appointees, and employees (the "**Crown**") shall not be liable for any Losses and Proceedings of any nature or kind whatsoever and howsoever caused, unless resulting from or contributed to by willful misconduct or gross negligence 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 Losses and Proceedings and hereby releases, remises and forever discharges the Crown from same. This section shall survive the termination or expiry of this Agreement.

ARTICLE 12 TERMINATION

- 12.1 **Notice of Termination.** The Township may without liability terminate this Agreement on thirty (30) calendar days written notice, provided that the termination date does not fall on or between the first Friday in June and Labour 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; or
 - (d) the Township is in default within the meaning of Section C2. (Remedies for Breach) of Appendix C (Occupational Health and Safety);
- and the above rights of termination are in addition to all other rights of termination specified elsewhere in the Agreement, available at law, at equity, 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 the termination or expiry of the Agreement.

- 12.6 **No Claims on Termination.** With the exception of Allowable Activities billed to the Ministry by the Township in accordance with Appendix F (Rates and Reimbursements) for Allowable Activities carried out up to and including the effective date of termination, on termination of the Agreement, the Township shall have no claim for Losses 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 (Ministry Obligations), 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 Ontario,

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 use of the Premises and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the Allowable Activities and use of the Premises, 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. Each of the Parties hereto irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario, located in the City of Toronto.
- 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, and administrators.
- 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

IN WITNESS WHEREOF the Parties have executed the Agreement.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

as represented by the Minister of the Environment Conservation
and Parks

Lindsay Laroche

Park Superintendent, Port Bruce Provincial Park

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

Nathan Dias

CAO/Clerk

Dominique Giguère

Mayor

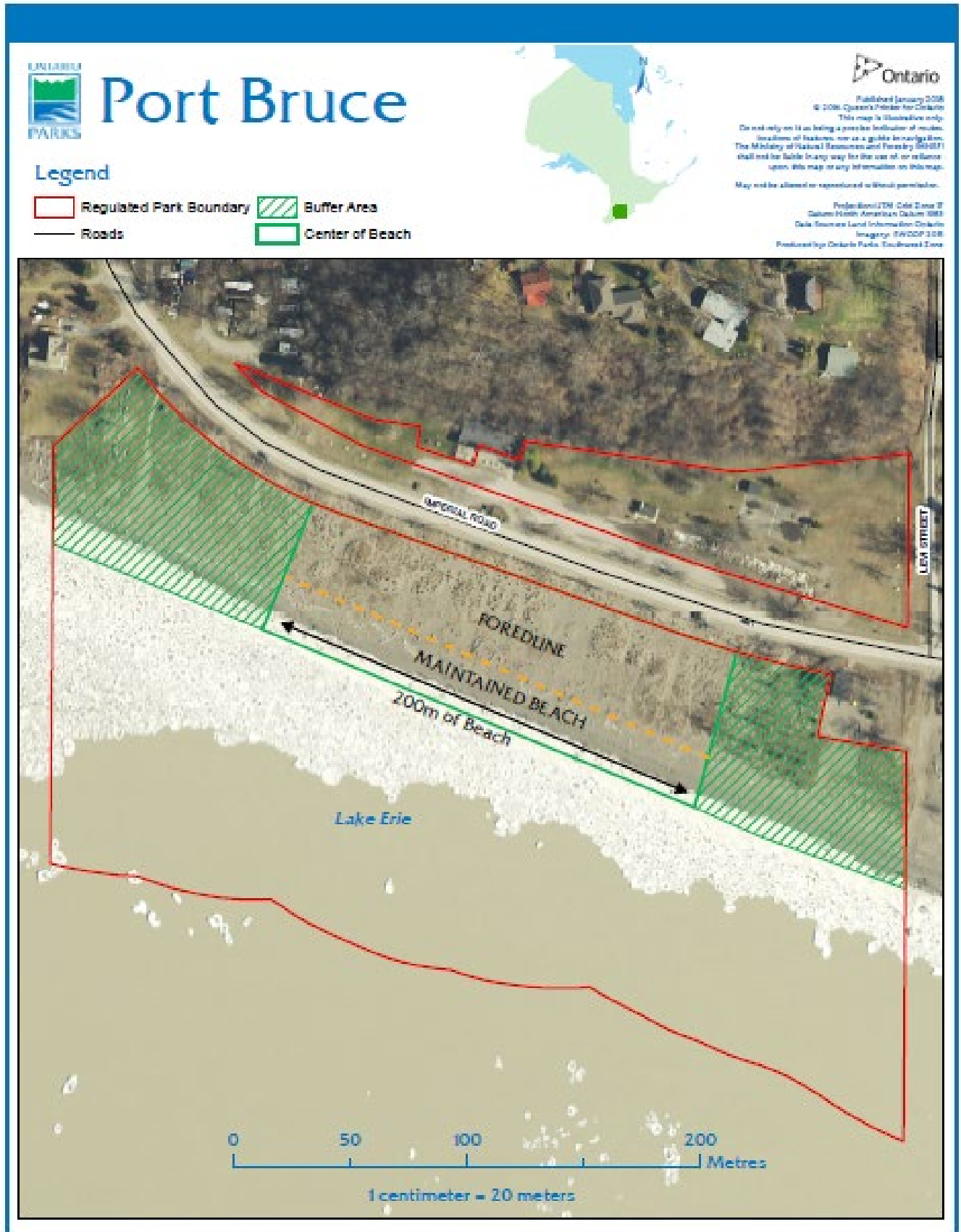
APPENDIX A**PREMISES**

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

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

- (a) those lands delimited to the south by the water's edge of Lake Erie, to the east by the current boundary of the Park (generally in line with Levi Street), to the west by the current boundary of the Park, and to the north of Imperial Road up to the adjacent property and bush line;
- (b) all facilities and infrastructure existing within the lands specified in (a) immediately above, including the parking lot, basketball court and accessible matting; and
- (c) the privy located northeast of 3340 Imperial Road, as identified on the map below.

[Port Bruce Map follows]



APPENDIX B

ALLOWABLE ACTIVITIES

Pursuant to the terms of the Agreement, the Township may carry out the following Allowable Activities at the Premises:

- B1. Spring Beach Cleanup.** At the discretion of the Ministry Representative and prior to the scheduled opening of the Park (typically in 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. All costs associated with the spring beach cleanup will be covered by the Ministry and will be billed to the Ministry by the Township in accordance with Appendix F (Rates and Reimbursements). 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.

- B2. 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.
- B3. 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.
- B4. Privy Maintenance and Repair.** The Township shall be responsible for the operation of the privy, located north of Imperial Road within the Park. The Township shall ensure that the privy is open to the public on the first Friday in June. The Township will close the privy on the Tuesday after Labour Day. These responsibilities include: regular washroom cleaning and sanitation, waste removal, general facility maintenance and repairs and provision of supplies as needed.

- B5. Beach Matting Maintenance.** Beach matting will be installed by the Township at the beginning of the Park's Operating Season. The Township shall be responsible for beach mat 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.
- B7. Grounds keeping.** The Township shall be responsible for all grounds keeping on the Premises north of Imperial Road. This will include all grass cutting and weed whipping, as required to maintain a reasonably manicured state. This also includes the basketball court which is to be kept in good repair and free of debris and grass/leaf litter during the Park's Operating Season.
- B7. Training of Township Personnel.** The Township shall ensure that Township Personnel performing the Allowable Activities at the Premises are provided with training in the following areas:
- (a) Hospitality/customer service/visitor services;
 - (b) First aid, Automated External Defibrillator (AED) and cardiopulmonary resuscitation (CPR) Level C Certification where appropriate; and
 - (c) Ability to relay basic information regarding the area surrounding the Premises and provide contact information where appropriate.
- B8. Signage.** All existing Park signage and emergency contact information (911) will remain on site at the Premises. 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.
- B9. Semi-Annual Meetings.** Each year, the Township Representative shall meet at least twice with the Ministry Representative by the following dates for the specified purpose:
- (a) prior to April 1st, to discuss plans for upcoming Allowable Activities and address any issues or concerns; and
 - (b) after November 1st 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

- B.1.1.** The Township shall not provide any security or enforcement coverage at the Premises.
- B.1.2.** The Township shall direct all emergencies and enforcement related matters to the appropriate emergency response agency and/or the Ontario Provincial Police and, pursuant to Section 4.5 (Notice of Emergencies, Injuries, etc.) of the Agreement, 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.
- B.1.3.** For the purpose of this Appendix B.1, 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.
- B.1.4.** 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 the Township and Township Personnel who are not designated as Park wardens.

Emergencies

- B.1.5.** The Township shall be responsible for referring emergencies at the Premises to the appropriate emergency response agency and/or the Ontario Provincial Police and, pursuant to Section 4.5 (Notice of Emergencies, Injuries, etc.) of the Agreement, notifying the Ministry immediately. Emergency contact information will be posted by the Ministry in a visible location at the Premises for public information and assistance.
- B.1.6.** Pursuant to Section 4.5 (Notice of Emergencies, Injuries, etc.) of the Agreement, 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

- B.1.7.** 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.
- B.1.8.** 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

C1. 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**”), including without limitation, those set out in sections 25 (Duties of employers), 26 (Additional duties of employers), 37 (Hazardous material identification and data sheets) and 51 (Notice of death or injury) 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 OHSA 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 (1) 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 and subcontractors, the Ministry may immediately terminate this Agreement.

C2. Remedies for Breach

In the event of any default or breach of any of the provisions of this Appendix C, or Section 11.4 (Township Participation in Proceedings) of the Agreement, 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 or subcontractor who has Defaulted until such default is remedied or replace such contractor or require that a subcontractor be replaced as soon as possible with a duly qualified competent substitute.
- (b) on written notice to the Township, forthwith terminate this Agreement under Section 12.2 (Immediate Termination of Agreement), 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.

C3. 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**

- E1. 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.
- E2. 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.
- E3. Updated Information.** From time to time, 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.
- E4. 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.
- E5. Capital Repairs.** Any major capital repairs or issues will be the responsibility of the Ministry, including Park signage.
- E6. Operationalization and Winterization.** The Ministry will be responsible for spring operationalizing and fall winterizing of the privy which includes charging and blowing out water lines, and annual pump-outs of the sewage tank.

APPENDIX F

RATES and REIMBURSEMENTS

F1. Maximum Fee

Notwithstanding anything else in the Agreement, the total amount reimbursable for grass cutting, washroom cleaning and garbage collection payable by the Ministry to the Township under the Agreement shall not exceed maximum amounts set below, plus applicable taxes (HST).

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

F2. Rates

The maximum reimbursement amounts for Allowable Activities undertaken during the Term are set out below and shall remain fixed during the Term:

Grass Cutting from May 1st to October 31st

- (a) \$1760.87 in total for the 2025 calendar year
- (b) \$1813.70 in total for the 2026 calendar year
- (c) \$1868.11 in total for the 2027 calendar year
- (d) \$1924.15 in total for the 2028 calendar year
- (e) \$1981.87 in total for the 2029 calendar year

Washroom Cleaning from the first Friday in June to Labour Day

- (a) \$4235.15 in total for the 2025 calendar year
- (b) \$4362.20 total for the 2026 calendar year
- (c) \$4493.07 in total for the 2027 calendar year
- (d) \$4627.86 in total for the 2028 calendar year
- (e) \$4766.70 in total for the 2029 calendar year

Garbage Collection from May 1st to October 31st

- a) \$5458.67 in total for the 2025 calendar year
- b) \$5622.43 in total for the 2026 calendar year
- c) \$5791.10 in total for the 2027 calendar year
- d) \$5964.83 in total for the 2028 calendar year
- e) \$6143.77 in total for the 2029 calendar year

Beach Cleanup (Spring)

Billing based on time and materials agreed to in advance between the Township and the Ministry Representative.



REPORT NO. PW-25-26

TO: Mayor & Members of Council
DEPARTMENT: Public Works
MEETING DATE: September 4, 2025
SUBJECT: Corporate Sponsorship Signage of MCP Baseball Diamond Policy Update

RECOMMENDATION:

THAT Report No. PW-25-26 entitled “Corporate Sponsorship Signage of MCP Baseball Diamond Policy” be received;

AND THAT the Committee recommend to Council the approval of the revisions to the Corporate Sponsorship Signage of MCP baseball Diamond Policy as presented.

PURPOSE & BACKGROUND:

The “Corporate Sponsorship Signage of MCP Baseball Diamond Policy” was created in 2013, and has not been updated since. Updated rates are needed along with revised wording for when sponsors approach the Township directly for advertising.

COMMENTS & ANALYSIS:

The following wording has been added to the policy:

4. Revenue Sharing Agreement

- iii. The Township of Malahide will retain 100% of the profit in the event the sponsor approaches the township directly and works directly with the Township. The profit of all sponsorship monies generated via this initiative will be used for upkeep and future projects related to the diamonds at MCP.

6. Agreement

- iii. Attached is the template Outfield Advertising Sponsorship. This agreement is to be executed between the Township of Malahide and the Company or Service Group that is looking for advertising.

The following wording has been updated

5. Advertisement Fee Structure

Table 1

Full Fence Section	Cost to Sponsor	Half Fence Section	Cost to Sponsor
Year 1	\$700.00*	Year 1	\$450.00*
Year 2	\$500.00	Year 2	\$300.00
Year 3	\$500.00	Year 3	\$300.00

*see ii. below for initial cost breakdown.

- ii. The costing for these signs would be taken out of Year one (1) sponsorship dollars, with a life span of three (3) years at this point for the signage. Costing for the signs would be determined on the best quote provided based on price, material, delivery, and the flexibility to produce signs in small quantities at the same price as doing a large quantity. Current target costing for the signs is:

4 ft x 8 ft (Full fence section)	\$200.00
4 ft x 4 ft (Half fence section)	\$150.00

FINANCIAL IMPLICATIONS:

Revised rates will increase sponsorship revenue, ensuring both the Township and the ball associations receive contributions to their reserve funds.

LINK TO STRATEGIC & OPERATIONAL PLANS:

The update to the Corporate Sponsorship Signage of MCP Baseball Diamond Policy is in line with the goal to Promote Community Development, as it gives citizens and community groups the opportunity to advertise at the MCP ball diamond.

CONSULTATION:

N/A

ATTACHMENTS:

1. Corporate Sponsorship Signage of MCP Baseball Diamond Policy
2. Outfield Advertising Policy - Advertising Agreement
3. Outfield Advertising Policy - Advertising Sponsorship
4. Outfield Advertising Policy - Sponsorship Agreement

Prepared by: D. Pennings, Manager of Facilities and Contract Administration

Reviewed by: J. Godby, Director of Public Works

Approved by: N. Dias, Chief Administrative Officer



POLICY

OUTFIELD ADVERTISING SIGNAGE FOR BALL DIAMONDS

PURPOSE:

To provide procedures for the selling of advertising space on the outfield fencing of the ball diamonds at Malahide Community Place (MCP). This selling of space has been developed to provide sponsorship opportunities to the associations/leagues that play at these diamonds and to build a reserve fund for upgrades and improvements of the ball diamonds.

PROCEDURE:

1. The associations/leagues (associations) that play at MCP diamonds and the Township will be permitted to solicit corporate sponsors for the purpose of installing advertising signage in the outfield of the ball diamonds.
2. Terms for Sponsorship Approval
 - i. After securing prospective sponsors, the associations submit a complete list of proposed sponsors, to the Public Works Department for approval.
 - ii. Once the potential list of sponsors is approved, the associations will be authorized, in writing, by the Township of Malahide to proceed with the sponsorship agreements with these corporate sponsors.
3. Terms for Sign Creation/Installation/Maintenance and Removal
 - i. The associations will be responsible for the creation of the artwork for the signage with the Township being responsible for the creation, installation, and maintenance of the sponsorship signage.
 - ii. The associations agree to sell signage in either a 4 x 8 ft (one sign per fence section) or 4 x 4 ft size (two signs per fence section).
4. Revenue Sharing Agreement
 - i. The associations will sign a written agreement between themselves and the Township of Malahide to ensure that 85% of the profit of all sponsorship monies generated via this initiative will be used to help run and support the associations each year.

- ii. The Township of Malahide will agree to hold the remaining 15% of the profit of all sponsorship monies generated via this initiative to be used for upkeep and future projects related to the diamonds at MCP.
- iii. The Township of Malahide will retain 100% of the profit in the event the sponsor approaches the township directly and works directly with the Township. The profit of all sponsorship monies generated via this initiative will be used for upkeep and future projects related to the diamonds at MCP.

5. Advertising Fee Structure

- i. Two advertising fee structures to maximize the use of the space and to encourage the participation of a variety of corporate sponsors, the following fee structure is proposed in Table 1 below. The rates set forth herein will/may be adjusted annually by the Township of Malahide, in its sole discretion, acting reasonably.

Table 1

<u>Full Fence Section</u>	<u>Cost to Sponsor</u>	<u>Half Fence Section</u>	<u>Cost to Sponsor</u>
Year1	\$700.00*	Year1	\$450.00*
Year2	\$500.00	Year2	\$300.00
Year3	\$500.00	Year3	\$300.00

*see ii. below for initial cost breakdown.

- ii. The costing for these signs would be taken out of Year one (1) sponsorship dollars with a life span of three (3) years at this point for the signage. Costing for the signs would be determined on the best quote provided based on price, material, delivery, and the flexibility to produce signs in small quantities at the same price as doing a large quantity. Current target costing for the signs is:

4 ft x 8 ft (Full fence section)	\$200.00
4 ft x 4 ft (Half fence section)	\$150.00

6. Agreements

- i. Attached is the template Outfield Advertising Agreement. This agreement is to be executed between the Township of Malahide and the Association/League that will be seeking sponsorship from the sale of these signs.
- ii. Attached is the template Outfield Advertising Sponsorship Agreement. This agreement is to be executed between the Township of Malahide, the Association/League, and the Company or Service Group that is sponsoring the Association/League.

- iii. Attached is the template Outfield Advertising Sponsorship. This agreement is to be executed between the Township of Malahide and the Company or Service Group that is looking for advertisement



POLICY

OUTFIELD ADVERTISING SIGNAGE FOR BALL DIAMONDS

Outfield Advertising Agreement

This Agreement made this _____ day of _____, 20_____

BETWEEN

The Corporation of the Township of Malahide hereinafter referred to as "Township",

AND

_____ (Association or League Name)
hereinafter referred to as "Association",

The "Township" and "Association" hereby agree to the following terms and conditions on the use of the outfield fence on Diamond #1 at the Malahide Community Place to generate sponsorship for the "Association":

- 1) The "Township" will accept all money received from the sale of the Outfield Advertising.
- 2) The "Township" will be responsible for the sourcing and procurement of the signs.
- 3) The "Township" will provide the "Association", on an annual basis, with 85% of the profit from the sale of the Outfield Advertising as set out in Appendix "A" attached hereto. Such 85% share of the profit from the sale of the Outfield Advertising will be provided to the "Association" no later than 30 days from the delivery of the final signs in Year One (1) and no later than April 30th in Year Two (2) and Year Three (3) of the agreement. Such division

- 4) The "Township" will install the signs at the beginning of each baseball season and remove such signs at the end of each baseball season. Such signs will be kept in storage until the next baseball season, when the "Township" will re-hang the signs.
- 5) The "Association" will only use their 85% share of the profits to help the "Association" offset costs that would be normally collected by its members/players.
- 6) The "Township" will establish a Reserve Fund where the "Township's" 15% share of the profits will be held to finance future upgrades and improvements to the baseball diamonds at Malahide Community Place.

The "Township" hereby acknowledges and agrees to all of the above terms and conditions.

X _____

Print Name: _____

Position: _____

The "Association" hereby acknowledges and agrees to all of the above terms and conditions.

X _____

Print Name: _____

Position: _____

**APPENDIX “A”
to
Outfield Advertising Agreement**

Cost Breakdown of Outfield Advertising

The rates set forth herein will/may be adjusted annually by the “Township”, in its sole discretion, acting reasonably.

Sponsorship Costing:

<u>Full Fence Section</u>	<u>Cost to Sponsor</u>	<u>Half Fence Section</u>	<u>Cost to Sponsor</u>
Year 1	\$700.00	Year 1	\$450.00
Year 2	\$500.00	Year 2	\$300.00
Year 3	\$500.00	Year 3	\$300.00

The production costs for the signs will be financed from the Year One (1) sponsorship dollars. Such signs will have an estimated life span of at least three (3) years. Current target costing for the production of the signs is:

4 ft x 8 ft (Full fence section)	\$200.00
4 ft x 4 ft (Half fence section)	\$150.00

Division of Profit Sharing:

“Association” Profit per sign:

<u>Full Fence Section</u>	<u>Profit</u>	<u>Half Fence Section</u>	<u>Profit</u>
Year 1	\$425.00	Year 1	\$255.00
Year 2	\$425.00	Year 2	\$255.00
Year 3	\$425.00	Year 3	\$255.00

“Township” Profit per sign:

<u>Full Fence Section</u>	<u>Profit</u>	<u>Half Fence Section</u>	<u>Profit</u>
Year 1	\$75.00	Year 1	\$45.00
Year 2	\$75.00	Year 2	\$45.00
Year 3	\$75.00	Year 3	\$45.00



POLICY

OUTFIELD ADVERTISING SIGNAGE FOR BALL DIAMONDS

Outfield Advertising Sponsorship

This Agreement made this _____ day of _____, 20____

BETWEEN

The Corporation of the Township of Malahide hereinafter referred to as "Township",

AND

_____ (Company/Service Group Name)
hereinafter referred to as "Sponsor",

The "Township" and "Sponsor" hereby agree to the following terms and conditions on the use of the outfield fence on Diamond #1 at the Malahide Community Place

- 1) The "Township" will accept all money received from the sale of the Outfield Advertising.
- 2) The "Township" will be responsible for the sourcing and procurement of the signs.
- 3) The "Township" will install the signs at the beginning of each baseball season and remove such signs at the end of each baseball season. Such signs will be kept in storage until the next baseball season, when the "Township" will re-hang the signs.

- 4) The "Township" will establish a Reserve Fund where the "Township's" profits will be held to finance future upgrades and improvements to the baseball diamonds at Malahide Community Place.

The "Township" hereby acknowledges and agrees to all of the above terms and conditions.

X_____

Print Name:_____

Position:_____

The "Sponsor" hereby acknowledges and agrees to all of the above terms and conditions.

X_____

Print Name:_____

Position:_____

APPENDIX "A"
to
Outfield Advertising Agreement

Cost Breakdown of Outfield Advertising

The rates set forth herein will/may be adjusted annually by the "Township", in its sole discretion, acting reasonably.

Sponsorship Costing:

<u>Full Fence Section</u>	<u>Cost to Sponsor</u>	<u>Half Fence Section</u>	<u>Cost to Sponsor</u>
Year 1	\$700.00	Year 1	\$450.00
Year 2	\$500.00	Year 2	\$300.00
Year 3	\$500.00	Year 3	\$300.00

The production costs for the signs will be financed from the Year One (1) sponsorship dollars. Such signs will have an estimated life span of at least three (3) years. Current target costing for the production of the signs is:

4 ft x 8 ft (Full fence section)	\$200.00
4 ft x 4 ft (Half fence section)	\$150.00

Division of Profit Sharing:

"Township" Profit per sign:

<u>Full Fence Section</u>	<u>Profit</u>	<u>Half Fence Section</u>	<u>Profit</u>
Year 1	\$500.00	Year 1	\$300.00
Year 2	\$500.00	Year 2	\$300.00
Year 3	\$500.00	Year 3	\$300.00



POLICY

OUTFIELD ADVERTISING SIGNAGE FOR BALL DIAMONDS

Outfield Advertising Sponsorship Agreement

This Agreement made this _____ day of _____, 20_____

BETWEEN

The Corporation of the Township of Malahide hereinafter referred to as "Township",

AND

_____ (Association or League Name)
hereinafter referred to as "Sponsoree",

AND

_____ (Company/Service Group Name)
hereinafter referred to as "Sponsor",

upon which the "Sponsor" has selected Outfield Advertising Sponsorship Option #_____ from Appendix "A".

The "Township", "Sponsoree", and "Sponsor" hereby agree to the following terms and conditions:

1. The "Township" & "Sponsoree" agree to supply an advertising sign to be hung on the outfield fence on Diamond #1 at the Malahide Community Place. This sign shall be visible to fans, players, and passing traffic throughout the baseball season.

2. The "Township" & "Sponsoree" and the "Sponsor" shall agree upon the script and or logo. The decided layout will be displayed upon an outdoor vinyl mesh banner printed in full colour, which will be securely attached to the outfield fencing.
3. The sign shall be removed at the end of the season and kept in storage until the following season, upon which it will be re-hung.
4. All monies are to be paid in full prior to the advertisement being produced and erected. The rates set forth herein will/may be adjusted annually by the Township of Malahide, in its sole discretion, acting reasonably.
5. The "Sponsor" agrees that this is a three year commitment and that payment for years #2 and #3 will be paid in full by no later than March 31st of that year.

The "Township" hereby acknowledges and agrees to all of the above terms and conditions.

X _____

Print Name: _____
Position: _____

The "Sponsoree" hereby acknowledges and agrees to all of the above terms and conditions.

X _____

Print Name: _____
Position: _____

The "Sponsor" hereby acknowledges and agrees to all of the above terms and conditions.

X _____

Print Name: _____
Position: _____

X _____

Print Name: _____
Position: _____

**APPENDIX “A”
to
Outfield Advertising Sponsorship Agreement**

Option #1

<u>Full Fence Section (4' x 8')</u>	<u>Cost to Sponsor</u>
Year 1	\$700.00
Year 2	\$500.00
Year 3	\$500.00

Option #2

<u>Half Fence Section (4' x 4')</u>	<u>Cost to Sponsor</u>
Year 1	\$450.00
Year 2	\$300.00
Year 3	\$300.00

All payments to be made payable to
“The Corporation of the Township of Malahide”.



REPORT NO. CLERK-25-04

TO: Mayor & Members of Council
DEPARTMENT: Corporate & Financial Services
MEETING DATE: September 4, 2025
SUBJECT: Strong Mayor Governance Protocols

RECOMMENDATION:

THAT Report CLERK-25-04 entitled Strong Mayor Governance Protocols be received;

AND THAT the Committee recommend to Council that the Responsible Use of Powers Regarding Provincial Priorities Protocol be endorsed;

AND THAT the Committee recommend to Council that the remaining finalized protocols outlined in this report be received for information and incorporated into the Municipality's governance framework, to be maintained by the Clerk for public reference.

PURPOSE & BACKGROUND:

The purpose of this report is to update Council on the implementation of its June 5, 2025 resolutions regarding the responsible use of Strong Mayor Powers. The report provides an overview of the multiple recommendations approved by Council at that time, outlines how each recommendation has been addressed, and presents the finalized protocols for Council's information and, where applicable, endorsement.

COMMENTS & ANALYSIS:

The items contained in this report are being provided to Council for information, to ensure transparency regarding how these recommendations are being applied. In certain cases, specific elements of the protocols related to, Responsible Use of Powers Regarding Provincial Priorities are also presented for Council's endorsement. The creation of these protocols formalizes Council's recommendations, reinforcing organizational clarity, accountability, and public confidence.

FINANCIAL IMPLICATIONS:

N/A

LINK TO STRATEGIC & OPERATIONAL PLANS:

N/A or provide details

CONSULTATION:

- Mayor, Dominique Giguère
 - CAO, Nathan Dias
-

ATTACHMENTS:

1. Responsible Use of Staff Direction Powers Protocol
2. Responsible Use of Powers Regarding Provincial Priorities
3. Responsible Use of Powers Regarding Committees of Council
4. Appointing Chairs and Vice-Chairs of Local Boards
5. Responsible Use of Powers Regarding Mayor-Proposed By-laws

Prepared by: A. Adams, Manager of Legislative Services/Clerk

Approved by: N. Dias, Chief Administrative Officer



MAYORAL DIRECTION PROTOCOL

Protocol Title: Responsible Use of Staff Direction Powers

Effective Date: 2025-

Revised Date:

1.0 PURPOSE AND SCOPE

This protocol establishes a clear, transparent, and accountable framework for the exercise of the Head of Council's authority under Section 284.3 of the Municipal Act, 2001, which permits written direction to municipal employees in connection with Strong Mayor Powers as defined in Part VI.1 of the Act.

The protocol is designed to:

- a) Support effective and respectful collaboration between the Head of Council, the CAO, and municipal staff;
- b) Ensure compliance with legislative requirements, including Ontario Regulation 530/22;
- c) Promote transparency and public confidence in the use of Strong Mayor authorities.

2.0 GUIDING PRINCIPLES

The Head of Council shall be guided by the following principles in the exercise of Section 284.3 powers:

2.1 Written Format and Recordkeeping

- a) All directions to municipal employees under Section 284.3 will be made in writing, citing the relevant Strong Mayor Power being exercised.
- b) Copies will be filed with the Clerk in accordance with O. Reg. 530/22 and maintained in the municipal record.

2.2 Respect for Administrative Hierarchy

While direct communication with staff is permitted under Section 284.3, the mayor will make all reasonable efforts to coordinate direction through the CAO, to preserve operational clarity and uphold the statutory role of the CAO under Section 229.

2.3 Transparency and Public Access

Where appropriate and not subject to confidentiality, written directives will be made available to Council and the public via the Clerk, in accordance with Section 3 of O. Reg. 530/22.

2.4 Limiting Scope to Strong Mayor Powers

The Head of Council will ensure that staff directions issued under Section 284.3 are strictly limited to actions related to powers and duties under Part VI.1, and will not duplicate or override Council-approved workplans or unrelated administrative matters.

2.5 Staff Workload and Feasibility

Where directives involve significant time or resource commitments, the Mayor will consult with the CAO to assess feasibility and avoid operational conflict with existing staff responsibilities.

3.0 IMPLEMENTATION AND REVIEW

- a) The Clerk and CAO will collaborate with the Head of Council to ensure this protocol is reflected in internal governance manuals and staff training where applicable.
- b) This protocol shall be reviewed annually, or as required, to reflect any legislative changes or organizational needs.
- c) Amendments to the protocol shall be reported to Council and made available for public review.

4.0 PUBLIC AVAILABILITY

This protocol shall be made publicly available on the municipal website and upon request through the Clerk's Office to ensure transparency in governance and public understanding of the Head of Council's use of Strong Mayor Powers.

Appendix A: Council Approved Resolution -June 5, 2025

WHEREAS Section 284.3 of the Municipal Act, 2001 authorizes the Head of Council, for the purposes of exercising powers or duties under Part VI.1 (Strong Mayor Powers), to direct municipal employees in writing to:

- (a) undertake research and provide advice to the Head of Council and the municipality related to policies and programs under Part VI.1; and
- (b) carry out duties related to the exercise of Strong Mayor Powers, including the implementation of related decisions;

AND WHEREAS Section 284.4 requires that any such direction be made in writing, and Ontario Regulation 530/22 requires the retention and public disclosure of these directives where practicable;

AND WHEREAS Council including the Head of Council recognizes the importance of maintaining organizational clarity, respect for the administrative structure of the municipality, and transparency in communications with staff;

NOW THEREFORE BE IT RESOLVED THAT Council encourages the Head of Council to adopt a governance protocol for the responsible use of Section 284.3 powers, guided by the following principles:

- Written Format and Recordkeeping
 - All directions to municipal employees under Section 284.3 will be made in writing, citing the relevant Strong Mayor Power being exercised.
 - Copies will be filed with the Clerk in accordance with O. Reg. 530/22 and maintained in the municipal record.
- Respect for Administrative Hierarchy
 - While direct communication with staff is permitted under Section 284.3, the mayor will make all reasonable efforts to coordinate direction through the CAO, to preserve operational clarity and uphold the statutory role of the CAO under Section 229.
- Transparency and Public Access
 - Where appropriate and not subject to confidentiality, written directives will be made available to Council and the public via the Clerk, in accordance with Section 3 of O. Reg. 530/22.
- Limiting Scope to Strong Mayor Powers
 - The Head of Council will ensure that staff directions issued under Section 284.3 are strictly limited to actions related to powers and duties under Part VI.1, and will not duplicate or override Council-approved workplans or unrelated administrative matters.

- Staff Workload and Feasibility
 - Where directives involve significant time or resource commitments, the Mayor will consult with the CAO to assess feasibility and avoid operational conflict with existing staff responsibilities.

AND THAT the Clerk and CAO be directed to work with the Head of Council to develop a written protocol consistent with these principles, to be incorporated into the municipality's governance framework and made available for public reference.



MAYORAL DIRECTION PROTOCOL

Protocol Title: **Responsible Use of Powers Regarding Provincial Priorities**

Effective Date: 2025-

Revised Date:

1.0 PURPOSE AND SCOPE

This protocol is established to guide the responsible, transparent, and collaborative exercise of the Head of Council's authority under Section 284.10 of the Municipal Act, 2001, which permits the Head of Council to require that Council consider a matter that could potentially advance a prescribed provincial priority.

This protocol applies to all instances in which Section 284.10 is invoked by the Head of Council to add a matter to a Council meeting agenda, notwithstanding the municipality's existing procedure by-law.

2.0 ROLES & RESPONSIBILITIES

- **Head of Council:** Determines if a matter aligns with a prescribed provincial priority and exercises Section 284.10 authority accordingly.
- **Chief Administrative Officer (CAO):** Provides guidance to the Head of Council on the readiness and implications of advancing the matter.
- **Clerk:** Manages agenda integration, notice distribution, public communication, and official recordkeeping in accordance with this protocol and the municipality's procedure by-law.

3.0 GUIDING PRINCIPLES

Section 284.10 powers will be exercised in accordance with the following principles:

3.1 Transparency

The Head of Council will provide written notice to Council, via the Clerk, that includes:

- a) The matter to be considered;
- b) The applicable prescribed provincial priority (e.g., housing, infrastructure);
- c) The rationale for requiring its consideration.

3.2 Consultation

Where practicable, the Head of Council will consult with the Chief Administrative Officer (CAO) and members of Council prior to invoking Section 284.10 to:

- a) Confirm that the matter is appropriately developed;
- b) Ensure the matter is ready for Council's consideration;
- c) Promote collaboration and informed decision-making.

3.3 Agenda Management

Upon receipt of notice, the Clerk will:

- a) Include the matter on the next appropriate Council agenda;
- b) Ensure all Council members receive supporting materials consistent with the notice requirements of the municipality's procedure by-law;
- c) Verify alignment with Council goals and strategic initiatives;
- d) Verify alignment with agreed upon governance roles and responsibilities.

3.4 Public Communication

The Clerk will:

- a) Clearly identify on the published agenda that the item has been brought forward under Section 284.10;
- b) Provide a reference or link to the relevant provincial priority to support public understanding and accountability.

3.5 Recordkeeping

The Clerk will:

- a) Retain the written notice and supporting documentation as part of the Council record;
- b) Make the documentation publicly accessible, unless subject to closed session provisions of the Act.

4.0 IMPLEMENTATION & REVIEW

This protocol should be reviewed:

- a) At the beginning of each Council term; or
- b) As needed; and/or
- c) In response to legislative amendments

Appendix A: Council Approved Resolution -June 5, 2025

WHEREAS Section 284.10 of the Municipal Act, 2001 authorizes the Head of Council to require that Council consider a matter at a meeting, if in the Head of Council's opinion the matter could potentially advance a prescribed provincial priority;

AND WHEREAS this authority is granted notwithstanding the municipality's existing procedure by-law, and is intended to support the timely advancement of key provincial objectives such as housing and infrastructure development;

AND WHEREAS Council and the Head of Council supports the responsible use of this authority in a manner that upholds transparency, legislative compliance, and collaborative governance;

NOW THEREFORE BE IT RESOLVED THAT Council encourages the Head of Council to adopt a governance protocol to guide the responsible use of Section 284.10 powers, including the following principles:

- Transparency – The Mayor will provide written notice to Council, via the Clerk, identifying the matter to be considered, the applicable prescribed provincial priority, and the rationale for requiring its consideration;
- Consultation – The Mayor will, where practicable, consult with the CAO and members of Council prior to invoking Section 284.10, to ensure the matter is sufficiently developed and ready for Council's deliberation;
- Agenda Management – The Clerk will include the item on the next appropriate Council agenda and ensure that all members receive supporting materials in accordance with the notice requirements in the municipality's procedure by-law;
- Public Communication – When the matter is brought forward, the Clerk will clearly identify on the agenda that the item has been placed pursuant to Section 284.10, including a link to the relevant provincial priority, for public awareness;
- Recordkeeping – The invocation of Section 284.10 and associated documentation will be retained by the Clerk in the Council record and made publicly accessible unless subject to closed session rules under the Act.

AND THAT Council direct the Clerk to work with the Mayor and CAO to prepare a draft protocol consistent with the above principles for review and endorsement by Council.



MAYORAL DIRECTION PROTOCOL

Protocol Title: **Responsible Use of Powers Regarding Committees of Council**

Effective Date: 2025-

Revised Date:

1.0 PURPOSE AND SCOPE

This protocol provides guidance for the responsible and transparent use of the Head of Council's authority under Section 284.8 of the *Municipal Act, 2001*, regarding the establishment, dissolution, and structuring of prescribed committees of council, including the appointment of committee leadership and the assignment of committee functions.

2.0 LEGISLATIVE CONTEXT

Under Section 284.8 of the *Municipal Act, 2001*, the Head of Council may:

- a) Establish or dissolve prescribed committees;
- b) Appoint the chairs and vice-chairs of such committees; and
- c) Assign functions to such committees.

This protocol provides a governance-based approach to how these powers are to be exercised in the municipality to ensure alignment with Council's strategic direction, operational clarity, and public accountability.

3.0 GUIDING PRINCIPLES

3.1 Consultation with Council

Prior to implementing any committee-related decisions under Section 284.8, the Head of Council will present the proposal to Council for discussion and input.

Consultation may be conducted through:

- a) A Council meeting agenda item;
- b) Circulation of a written proposal to all members; or
- c) A dedicated governance or committee working session; or
- d) Individual consultations with Council members.

3.2 Written Record and Transparency

All formal decisions made under Section 284.8 will be issued in writing. Written directives will be submitted to the Clerk for:

- a) Municipal recordkeeping; and
- b) Public disclosure, subject to any applicable confidentiality provisions.

3.3 Balanced Appointments

When establishing, dissolving, and structuring prescribed committees of council, when making committee leadership appointments, and when assigning committee functions, the Head of Council will consider.

- a) Equitable representation of council members;
- b) Skill sets and experience relevant to committee mandates;
- c) Appropriate balance between the need for continuity and renewal
- d) Inclusion of both majority and minority voices to reflect council as a whole.

3.4 Strategic and Legislative Alignment

Functions assigned to committees will:

- a) Align with Council's approved strategic priorities;
- b) Avoid duplication of administrative or existing Council roles;
- c) Support transparency and efficiency in decision-making.

3.5 Clerk and CAO Involvement

The Clerk will support the Head of Council in maintaining a clear and accessible record of committee decisions and appointments.

The CAO may be consulted to assess operational feasibility or resourcing implications of proposed committee mandates.

4.0 IMPLEMENTATION AND REVIEW

- a) This protocol is intended to guide the conduct of the Head of Council in a manner that fosters trust, collaboration, and transparency.
- b) The protocol will be reviewed following each municipal election or upon the request of Council.

5.0 PUBLIC AVAILABILITY

This protocol shall be made publicly available on the municipal website and upon request through the Clerk's Office to ensure transparency in governance and public understanding of the Head of Council's use of Strong Mayor Powers.

Appendix A: Council Approved Resolution -June 5, 2025

WHEREAS Section 284.8 of the Municipal Act, 2001 assigns to the Head of Council the authority to:

- Establish or dissolve prescribed committees;
- Appoint chairs and vice-chairs of prescribed committees; and
- Assign functions to such committees;

AND WHEREAS committees are essential tools for good governance, detailed review, and transparent decision-making;

NOW THEREFORE BE IT RESOLVED THAT Council respectfully requests that the Head of Council exercise their authority under Section 284.8 in consultation with Council, and that:

- Any proposal to create, dissolve, or restructure a committee be presented to Council for discussion prior to implementation;
- Appointments to committee leadership reflect a balanced and inclusive approach that encourages full Council participation;
- The assignment of committee functions aligns with Council's strategic goals and legislative mandates;

AND THAT the Head of Council consider establishing a governance protocol to guide how committee-related decisions will be made and communicated to Council and the public.

The protocol is designed to ensure:

- c) Any proposal to create, dissolve, or restructure a committee be presented to Council for discussion prior to implementation;
- d) Appointments to committee leadership reflect a balanced and inclusive approach that encourages full Council participation;
- e) The assignment of committee functions aligns with Council's strategic goals and legislative mandates.



MAYORAL DIRECTION PROTOCOL

Protocol Title: **Appointing Chairs and Vice-Chairs of Local Boards**

Effective Date: 2025-

Revised Date:

1.0 PURPOSE AND SCOPE

To guide the exercise of authority under Section 284.7 of the Municipal Act, 2001 by the Head of Council in appointing chairs and vice-chairs of prescribed local boards, in a manner that reflects good governance, public confidence, and alignment with municipal priorities.

This protocol applies to all appointments or reappointments of chairs and vice-chairs to prescribed local boards or classes of local boards, as defined by regulation.

2.0 GUIDING PRINCIPLES

2.1 Criteria of Appointments

Appointments will be made in consideration of the following:

- a) Merit and Qualifications: Including relevant experience, leadership capacity, attendance, performance, and understanding of the board's mandate.
- b) Strategic Alignment: Consideration of how the leadership supports the municipality's strategic objectives and the board's specific responsibilities.
- c) Equity and Representation: Reflecting diversity, inclusion, and the demographic makeup of the community.
- d) Transparency and Accountability: Clear communication of the rationale for appointments to Council and the public.

2.2 Consultation with Council

Prior to confirming any appointment or reappointment:

- a) The Head of Council will consult with Council members, either individually or through a closed session discussion, regarding the proposed appointment.
- b) Council members may provide input on potential candidates, performance concerns, or strategic considerations relevant to the appointment.

2.3 Assessment Criteria

In evaluating prospective appointees, the following should be considered:

- a) Past participation and attendance records;

- b) Feedback from the board or municipal liaisons;
- c) Alignment with board goals and strategic initiatives;
- d) Demonstrated understanding of governance roles and responsibilities.

3.0 IMPLEMENTATION & REVIEW

3.1 Communication

The Head of Council shall:

- a) Issue a written notice to Council detailing:
 - The individual(s) appointed;
 - The basis for the appointment (e.g., qualifications, board needs, etc.);
 - How input from Council was considered;
- b) Ensure that appointments are:
 - Submitted to the Clerk for formal recordkeeping;
 - Disclosed publicly, subject to applicable privacy provisions (e.g., on the municipal website or in Council summaries).

3.2 Implementation & Review

This protocol should be reviewed:

- a) At the beginning of each Council term; or
- b) Upon any legislative or regulatory change affecting board appointments.

Appendix A: Council Approved Resolution -June 5, 2025

WHEREAS Section 284.7 of the Municipal Act, 2001 assigns to the Head of Council the power to appoint the chairs and vice-chairs of any prescribed local board or class of local boards, subject to regulations;

AND WHEREAS Council including the Head of Council recognizes the importance of ensuring that appointments to local board leadership positions reflect the competencies, experience, and confidence of both the public and Council;

NOW THEREFORE BE IT RESOLVED THAT Council respectfully requests that the Head of Council consult with Council prior to appointing or reappointing chairs or vice-chairs to any local board, and that any such appointments be informed by:

- The qualifications and performance of prospective appointees;
- The strategic priorities of the municipality and the mandate of the respective board;
- Principles of equity, transparency, and fair representation;

AND THAT the Head of Council consider issuing a written policy or protocol outlining how these appointments will be communicated and justified to Council and the public.



MAYORAL DIRECTION PROTOCOL

Protocol Title: Responsible Use of Powers Regarding Mayor-Proposed By-laws

Effective Date: 2025-

Revised Date:

1.0 PURPOSE AND SCOPE

To promote transparency, accountability, and good governance in the use of the Head of Council's authority under Section 284.11.1 of the *Municipal Act, 2001*. This protocol supports a clear, principled approach when proposing by-laws that aim to advance provincial priorities such as housing, infrastructure, and transit.

This protocol applies to all instances where the Head of Council invokes Section 284.11.1 to introduce a by-law for Council's consideration, notwithstanding the municipality's existing procedure by-law or the general voting rules under Section 245.

2.0 ROLES AND RESPONSIBILITIES

- a) Head of Council: Initiates proposed by-laws under Section 284.11.1 and provides rationale.
- b) Chief Administrative Officer (CAO): Reviews proposed by-laws for implementation feasibility and prepares post-decision reports where applicable.
- c) Clerk: Manages agenda placement, ensures public communication, and maintains all associated records.

3.0 GUIDING PRINCIPLES

The exercise of Section 284.11.1 powers will be guided by the following:

3.1 Advance Notice and Consultation

The Mayor will, where practicable:

- a) Provide advance notice to the CAO and Council of the intention to introduce a by-law under Section 284.11.1;
- b) Allow sufficient time for staff review and internal consultation to ensure the by-law is ready for deliberation.

3.2 Clear Rationale

Each proposed by-law brought forward under this authority will be accompanied by a written rationale from the Mayor:

- a) Identifying the specific prescribed provincial priority being advanced (e.g., housing, transit, infrastructure);
- b) Explaining how the proposed by-law aligns with the municipality's goals or strategic plan.

3.3 Transparency to the Public

The Clerk will:

- a) Clearly indicate on the Council agenda that the proposed by-law has been introduced under Section 284.11.1;
- b) Publish the by-law and accompanying documentation in accordance with the notice provisions of the procedure by-law.

3.4 Recordkeeping and Accessibility

The Clerk will maintain a public record of all by-laws proposed under Section 284.11.1, including:

- a) Council voting results;
- b) Associated correspondence
- c) Public access to this information via the municipal website.

3.5 Post-Decision Review

Where a by-law is passed with support from more than one-third but less than a majority of Council:

- a) Council may request that the CAO provide a follow-up report on the implications of the by-law, including any operational, financial or legal risks.

4.0 IMPLEMENTATION AND REVIEW

- a) The protocol will be reviewed following each municipal election or upon the request of Council.

Appendix A: Council Approved Resolution -June 5, 2025

WHEREAS Section 284.11.1 of the Municipal Act, 2001, as amended, permits the Head of Council to propose a by-law and require that Council consider and vote on the by-law if, in the opinion of the Head of Council, it could potentially advance a prescribed provincial priority;

AND WHEREAS such a by-law may be passed with support from more than one-third of Council, notwithstanding the municipality's procedure by-law and the standard majority voting requirement in Section 245;

AND WHEREAS Council including the Head of Council recognizes the legitimate intent of this provision to advance provincial priorities such as housing, infrastructure, and transit, but also recognizes the importance of maintaining public trust, accountability, and the deliberative function of Council;

NOW THEREFORE BE IT RESOLVED THAT Council encourages the Head of Council to adopt a written governance protocol to guide the responsible use of Section 284.11.1 powers, including the following elements:

- Advance Notice and Consultation – The Mayor will, where practicable, provide advance notice to the CAO and Council of any intention to introduce a by-law under Section 284.11.1, including time for internal consultation and staff review;
- Clear Rationale – The Mayor will provide a written rationale to accompany any proposed by-law, identifying the specific provincial priority they seek to advance and how it aligns with the municipality's strategic goals;
- Transparency to the Public – The Clerk will ensure that any proposed by-law introduced under Section 284.11.1 is clearly identified as such on the Council agenda and published with supporting documentation in advance of the meeting;
- Recordkeeping and Accessibility – A public record will be maintained of all by-laws proposed under Section 284.11.1, including voting outcomes and related correspondence, and made available through the municipal website;
- Post-Decision Review – Where a by-law is passed with support from more than one-third but less than a majority of Council, Council may request a subsequent report from the CAO evaluating the implementation implications of the by-law, including any operational, financial, or legal risks.

AND THAT Council direct the CAO and Clerk to assist the Mayor in preparing a formal draft of this protocol, for presentation to Council and incorporation into the municipality's governance framework.



August 07, 2025

In This Issue:

- Get access to MIDAS!
- Provincial consultations on electricity transmission planning.
- Rural Ontario Development Program opens for applications.
- Nominations for 2025 Excellence in Agriculture award.
- Applications now open for EASE Grant - apply by August 14th.
- Homelessness Reduction Innovation Fund: Apply by August 15.
- Don't miss this year's pre-conference workshops at AMO 2025.
- AMO Guide to Delegation Meetings 2025: Be prepared for your ministerial delegations.
- Registration for AMO's Second Annual Healthy Democracy Forum is open.
- AMO fall education workshops.
- Municipal website usability checklist.
- Ontario Professional Planners Institute Launches Free Workshop Series.
- Limited time Offer: Free RETScreen® Expert Trial and Support.
- New guidance for Battery Energy Storage System (BESS) safety.
- Careers.

AMO Matters

MIDAS - the [Municipal Information & Data Analysis System](#) - provides access to the Financial Information Returns (FIRs) data to all Ontario municipalities. MIDAS converts FIR data into meaningful reports and identifies multiple year trends. For access, municipal elected officials and municipal staff can email MIDASAdmin@amo.on.ca.

Provincial Matters

The provincial government is soliciting feedback on electricity transmission projects including the [Greenstone](#) Line, [Windsor to Lakeshore](#) Line, [Bowmanville to GTA](#) Line, [Orangeville to Barrie](#) Line, and [Barrie to Sudbury](#) Lines.

The Ministry of Rural Affairs is accepting applications to the modernized [Rural Ontario Development](#) (ROD) Program. Applications are being accepted through four intakes with the first open from June 24 – September 24, 2025.

The Ministry of Agriculture, Food and Agribusiness is [accepting nominations](#) for the 2025 Excellence in Agriculture Award recognizing individuals, businesses and organizations driving excellence in Ontario's agri-food sector.

The [EASE Grant](#) offers up to \$60,000 in funding for small capital projects that improve Ontario communities' accessibility and enhance quality of life for people with disabilities and older adults.

Federal Matters

The Homelessness Reduction Innovation Fund provides grants for projects aimed at reducing homelessness. Find out about the process to apply and learn about the latest solutions. [Sign up here](#).

Education Opportunities

This year's AMO Conference includes an impressive slate of preconference workshops. These workshops will support your decision making from asset management, procurement practices and insights as well as maintaining your wellbeing as you lead your local communities. [See more here](#).

AMO's [Guide to Delegation Meetings](#) outlines best practices to help AMO members get the most out of your delegation meetings. You will find advice on the full delegation process, from submitting your request for a delegation, preparing, participating and following-up after your successful meeting.

AMO is holding a forum for its members, key stakeholders and partners to provide a reliable assessment of tariff and trade disruptions and their impact on Ontario municipalities and business sector. Forum discussion and content will include identifying measures to address and mitigate these impacts. This future facing event is an opportunity to build new alliances and relationships across impacted sectors in support of strong and effective economic advocacy. [Register here](#).

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as promoting civility and confronting harassment in Ontario's municipalities. For more information and to register [click here](#).

LAS

Want to [make your website easier to use](#)? Our Barrier-free Website Builder partner is offering a valuable Usability Checklist. It offers a range of opportunities, specifically for municipal staff, covering everything from quick wins to larger tasks that can completely transform residents' and staff website experience.

Municipal Wire*

AMO is pleased to support OPPI in developing a [series of free workshops](#), offered both in person and virtually, to address the shortage of planners in Ontario. Registration will open late August, so stay tuned.

NRCan's RETScreen Division is offering a [free one-year trial licence](#) to new users who would like to download &/or link to EnergyStar Portfolio Manager (ESPM) data. Email retscreen@nrcan-rncan.gc.ca to subscribe. PLUS, for a limited time, free technical support for connecting RETScreen to ESPM is available by emailing Stephen Dixon at sdixon@knowenergy.com.

Energy Storage Canada and the Energy Safety Response Group have [published new guidance](#) answering common questions and myths about BESS systems. This resource can help municipalities considering hosting projects under the LT2 energy procurement.

Careers

[Planning/Zoning Coordinator and Assistant Secretary Treasurer](#) - King Township. Closing Date: August 18, 2025.

[Asset Management Specialist](#) - Township of St. Clair. Closing Date: August 13, 2025.

[Advisor Strategic Support & Issues Management](#) - City of Toronto. Closing Date: August 22, 2025.

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[Municipal Wire, Career/Employment and Council Resolution Distributions](#)



August 14, 2025

We are re-issuing this week's Watchfile with a corrected link to the [Elect Respect Campaign](#) Guest Column. We apologize for the inconvenience.

In This Issue:

- Get access to MIDAS!
- Elect Respect Initiative Focuses on Core Democratic Values.
- Supply Ontario's updated Vendor of Record (VOR) program.
- Ontario Community Environment Fund: Apply by Sept 24.
- Trade-Impacted Communities Program.
- Provincial consultations on electricity transmission planning.
- Rural Ontario Development Program opens for applications.
- Nominations for 2025 Excellence in Agriculture award.
- Applications closing for EASE Grant - apply by 5pm today.
- AMO Guide to Delegation Meetings 2025: Be prepared for your ministerial delegations.
- Registration for AMO's Second Annual Healthy Democracy Forum is open.
- AMO fall education workshops.
- LAS Program Partners Exhibiting at the AMO Conference.
- Announcement of All Risk Municipal Grant winners.
- Blog: From Trouble Tickets to Town Halls.
- Report on Food Insecurity & Food Affordability in Ontario.
- Ontario Professional Planners Institute launches free workshop series.
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meaningful reports and identifies multiple year trends. For access, municipal elected officials and municipal staff can email MIDASAdmin@amo.on.ca.

Guest Column*

Many elected officials are taking a stand against harassment and toxic behaviour. Learn about [Elect Respect](#), a grassroots initiative calling for a renewed commitment to respect in democracy.

Provincial Matters

Unlock streamlined and cost-effective procurement with [Supply Ontario's Enterprise-wide VOR Program](#). Ontario municipalities have access to pre-qualified vendors for cost-effective goods and services under standardized terms, conditions, and pricing.

The Ontario government is providing almost \$3 million through the [Ontario Community Environment Fund](#) to support community-based projects that support and restore the environment.

The Ministry of Economic Development, Job Creation and Trade is [accepting applications for project funding](#) that responds to US trade disruption.

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LAS

LAS partners with private sector businesses to deliver the programs and services that help Ontario municipalities work better. [Visit them at the AMO Conference](#) Sunday afternoon and all-day Monday. We look forward to seeing you there.

Stay tuned for the announcement of the three selected recipients of the [LAS IPE All Risk Municipal Grant](#) at the AMO Conference on Monday, August 18.

In a digital municipality, constituents increasingly expect their local government to provide better, more accessible services. [Read how your municipality can deliver exceptional value](#) to your community by adopting an all-in-one CRM solution.

Municipal Wire*

Public Health Ontario and Ontario Dieticians in Public Health released a report on [Food Insecurity & Food Affordability](#) in Ontario. The report highlights rising food insecurity, particularly among households receiving social assistance.

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Energy Storage Canada and the Energy Safety Response Group have [published new guidance](#) answering common questions and myths about BESS systems. This resource can help municipalities considering hosting projects under the LT2 energy procurement.

Careers

[Director of Finance/Treasurer](#) - Loyalist Township. Closing Date: August 31, 2025.

[Planner/Aménageur](#) - Ministry of Municipal Affairs and Housing/Ministère des Affaires municipales et du Logement. Closing Date: August 29, 2025.

[Director of Public Works and Environmental Services](#) - City of Quinte West. Closing Date: September 7, 2025.

[Town Clerk](#) - Town of Innisfil. Closing Date: August 18, 2025.

[General Manager of Corporate Services/Legal](#) - Township of Ramara. Closing Date: September 12, 2025.

[Executive Director of Pollution Control/Deputy City Engineer](#) - City of Windsor. Closing Date: September 12, 2025.

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AMO Watchfile



August 21, 2025

In This Issue:

- AMO 2025 was a resounding success!
- AMO's first-ever Indigenous Reconciliation Action Plan.
- New investments in the Municipal Housing Infrastructure Program.
- 2025 PJ Marshall Municipal Innovation Award winners.
- Supply Ontario's updated Vendor of Record (VOR) program.
- Ontario Community Environment Fund: Apply by Sept 24.
- Trade-Impacted Communities Program.
- Provincial consultations on electricity transmission planning.
- Rural Ontario Development Program opens for applications.
- Nominations for 2025 Excellence in Agriculture award.
- AMO Trade and Tariff Forum – October 24: Building Ontario's Economic Resilience.
- Registration for AMO's Second Annual Healthy Democracy Forum is open.
- AMO fall education workshops.
- 2025 All Risk Municipal Grant winners.
- Report on Food Insecurity & Food Affordability in Ontario.
- Ontario Professional Planners Institute launches free workshop series.
- New guidance for Battery Energy Storage System (BESS) safety.
- Careers.

AMO Matters

AMO welcomed over 3,000 attendees to the host city of Ottawa for three days of education, delegation meetings and networking opportunities. Thank you to our generous host, the City of Ottawa, sponsors, exhibitors and all who attended for making AMO 2025 a great success.

AMO launched its first-ever [Indigenous Reconciliation Action Plan](#) at the AMO Conference. This plan represents AMO's next major, concrete step towards reconciliation and reflects AMO's commitment to fostering relationships, listening, learning, and honouring Indigenous Peoples' rights.

At the 2025 AMO Conference, Premier Ford announced a [funding boost to the Municipal Housing Infrastructure Program](#), which is a big step towards responding to AMO's call for municipal stimulus funding. Municipal infrastructure funding will help build more homes, grow the economy, and create job opportunities.

The [City of Kitchener](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. This award is for its nationally acclaimed City Hall Service Centre.

[Middlesex County](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. The award is for the CARE First Deployment Initiatives led by Middlesex-London Paramedic Service (MLPS).

The [Town of Collingwood](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. The award is for the town's rapid accessory dwelling unit program.

Provincial Matters

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Subject matter experts will guide you through risks, opportunities and your responsibilities in a number of fall education workshops - planning matters, indigenous community competency, managing communications in crisis and planning for cybersecurity - elected municipal officials are answerable to. [Check out the line up](#) and register today.

LAS

Congratulations to the All Risk Municipal Grant Winners - Town of Midland, County of Huron and Town of Shelbourne. The LAS team awarded these grants in partnership with Intact Public Entities at the 2025 AMO conference.

Municipal Wire*

Public Health Ontario and Ontario Dietitians in Public Health released a report on [Food Insecurity & Food Affordability](#) in Ontario. The report highlights rising food insecurity, particularly among households receiving social assistance.

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Energy Storage Canada and the Energy Safety Response Group have [published new guidance](#) answering common questions and myths about BESS systems. This resource can help municipalities considering hosting projects under the LT2 energy procurement.

Careers

[Supervisor, Facilities Management](#) - Peel Regional Police. Closing Date: September 5, 2025.

[Director of Long-Term Care Services](#) - City of Greater Sudbury. Closing Date: September 12, 2025.

[Senior Policy Analyst/Analyste principal des politiques; analyste principale des politiques](#) - Ministry of Finance/Ministère des Finances. Closing Date: September 12, 2025.

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OFFICE OF THE WARDEN

August 12, 2025

Mayor Dominique Giguère and Malahide Council
Township of Malahide
87 John Street South
Aylmer, ON N5H 2C3

Dear Mayor Couckuyt and Members of Council,

Re: Elgin County Council Resolution – Aylmer Library Consultation Process and Next Steps

Please be advised that at its meeting on August 12, 2025, Elgin County Council passed the following resolution:

“Moved by: Councillor Giguère
Seconded by: Councillor Widner

RESOLVED THAT the report titled “Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex” from the Director of Community and Cultural Services dated July 8, 2025, be received and filed; and

THAT Elgin County Council request a commitment as soon as feasible from the Board of Management of the East Elgin Community Complex to accommodate the Aylmer branch of the Elgin County Library based on County Council’s identified space needs to take effect as soon as January 1st, 2028; and

THAT County Council engage in further discussions with the Board of Management of the East Elgin Community Complex should such a commitment be received, on matters such as capital renovations and a leasing agreement to accommodate the Aylmer branch of the Elgin County Library; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and the Township of Malahide and the Board of Management of the East Elgin Community Complex; and

THAT staff prepare a summary report of the exploration of the move of the Aylmer Branch of the Elgin County Library to the East Elgin Community Complex to be presented to County Council at the next meeting of County Council.

Result: Motion Carried”

In accordance with this resolution, please find attached a copy of the report titled **“Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex”**.

Additionally, attached for reference is the report titled **“Summary of Reports on the Proposed Relocation of Aylmer Library to the East Elgin Community Complex”**.

Should you have any questions or wish to discuss further, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read 'Grant Jones', written in a cursive style.

Warden Grant Jones
warden@elgin.ca
519-671-0182

cc Brian Masschaele, Elgin County Director of Community and Cultural Services



Report to County Council

From: Brian Masschaele, Director of Community and Cultural Services

Date: August 12, 2025

Subject: Summary of Reports on the Proposed Relocation of Aylmer Library to the East Elgin Community Complex

Recommendation(s):

THAT the report titled “Summary of Proposed Relocation of Aylmer Library to the East Elgin Community Complex” from the Director of Community and Cultural Services dated August 12, 2025, be sent to the Board of Management of the East Elgin Community Complex as information.

Introduction:

At the July 8, 2025 meeting, Elgin County Council under Committee of the Whole endorsed the following resolution:

“THAT staff prepare a summary report of the exploration of the move of the Aylmer Branch of the Elgin County Library to the East Elgin Community Complex to be presented to County Council at the next meeting of County Council.”

This report fulfils this staff direction.

Background and Discussion:

The following is a summary of reports and resolutions to date as cited in minutes that have appeared before Elgin County Council regarding the potential relocation of the Aylmer branch of the Elgin County Library to the East Elgin Community Complex (EECC) since the EECC’s Board of Management initial consideration of this matter on November 27, 2024:

- Initial Request from EECC Board of Management to Consider Aylmer Library Relocation to the Complex

Hyperlink to report: [EECC Board of Management Special Meeting Minutes](#) – November 27, 2024

Chair Mayor Giguère, introduced the item of the library moving to the EECC facility for revenue generation purposes. The Board discussed this matter. Prior to voting upon a proposed motion, the floor was again opened to the members of the public to speak upon the matter.

Kirk Barons addressed the EECC Board. His comments included but were not limited to the following, highlighted the past decision to not move the library to the EECC, outlined that the EECC had insufficient space to fulfill what the County was seeking in terms of space, indicated strong opposition from community groups in Aylmer and Malahide to moving the library from downtown Aylmer.

Chair Giguère sought further comments from the public in attendance. Seeing none the public meeting was concluded.

Resolution No. 73-24

That the EECC Board direct the Co-Chairs to contact the Director of Cultural Services of Elgin County respecting the potential for County Services to be provided in EECC space.

Member Widner requested a Recorded Vote.

The Motion Carried on the following Recorded Vote.

Yeas: J. Couckuyt, P. Barbour, A. Oslach, K. Desrosiers W. Vanraes, D. Giguère, M. Widner, R. Cerna, J. Wilson, S. Leitch Total: 10

Nays: Total: 0

➤ Endorsement from Elgin County Council to explore relocation of the Aylmer Library in principle to EECC

Hyperlink to report: [Elgin County Council Meeting Report](#) “Relocation of Aylmer Library to the East Elgin Community Complex” – January 28, 2025

The Director of Community and Cultural Services provided a presentation to Council in consideration of requests from the Town of Aylmer Council for Elgin County Council to establish a committee to advance the matter of the Aylmer Library and from the Board of Directors of the East Elgin Community Complex (EECC) regarding a possible relocation of the Aylmer Library to the EECC.

Moved by Councillor Couckuyt, Seconded by Councillor Giguère

RESOLVED THAT Elgin County Council endorses in principle the relocation of the Aylmer branch of the Elgin County Library to the East Elgin Community Complex; and

THAT Aylmer Town Council be requested to endorse in principle the relocation of the Aylmer branch of the Elgin County Library to the East Elgin Community Complex; and

THAT the Director of Community and Cultural Services report back to County Council regarding next steps in the process to accommodate the Aylmer branch of the Elgin County Library at the East Elgin Community Complex, including opportunities for public consultation; and

THAT Aylmer Town Council's request "to establish a committee to advance the matter of a Greater Aylmer area Library" be received and filed based on the information contained in the report titled "Relocation of the Aylmer Library to the East Elgin Community Complex" from the Director of Community and Cultural Services dated January 28, 2025; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and the Township of Malahide.

Yes (9)	Warden Jones, Councillor Giguère, Deputy Warden Ketchabaw, Councillor Widner, Councillor Couckuyt, Councillor Sloan, Councillor Noble, Councillor Hentz, and Councillor Leatham
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Motion Carried. (9 to 0)

- Authorization from Elgin County Council to engage in a community consultation process for the potential relocation of Aylmer Library to EECC

Hyperlink to report: [Elgin County Council Meeting Report](#) "Community Consultation Process for Relocation of Aylmer Library Branch" – March 11, 2025

The Director of Community and Cultural Services presented the report that seeks Council's authorization for library staff to lead a community consultation process regarding the future location of the Aylmer Branch of the Elgin County Library.

Moved by Councillor Couckuyt, Seconded by Councillor Noble

RESOLVED THAT the motion be amended to include an additional public consultation at a different time than the East Elgin Community Complex consultation with regard to the future accommodation of the Aylmer library branch in a downtown location.

Defeated.

Moved by Deputy Warden Ketchabaw, Seconded by Councillor Hentz

RESOLVED THAT Elgin County Library staff be authorized to lead a community consultation process regarding future accommodation of the Aylmer branch of the Elgin County Library at the East Elgin Community Complex before the end of May 2025 as outlined in the March 11, 2025 report titled "Community Consultation Process for Relocation of Aylmer Library Branch" from the Director of Community and Cultural Services and in response to the resolution on this matter approved by Township of Malahide Council; and

THAT a summary of the outcome of this consultation process be provided to County Council and Councils of the Township of Malahide and Town of Aylmer as soon as feasible; and

THAT recommendations received from Aylmer Town Council as contained in Town of Aylmer CAO Report 09-25 as attached be received and filed; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Motion Carried.

➤ Adoption of leasing and space needs for Aylmer Library

Hyperlink to report: [Elgin County Council Committee of the Whole Meeting Report](#)
 “Aylmer Library Expansion – Lease and Space Needs Analysis” – April 22, 2025
 (subsequently adopted at the May 13, 2025 meeting)

[Note: Through this report, County Council established minimum space needs of 10,000 square feet plus additional considerations (such as adequate parking).]

The Director of Community and Cultural Services and the Director of Legal Services presented a report on the County authority of library locations and a space needs and leasing analysis for future expansion opportunities to be considered for the Aylmer Branch of the Elgin County Library.

Cynthia Grant, a Member of the Public, spoke to the report voicing her preference for a downtown location for the Aylmer Library.

Resolution Number: CW25-12

Moved by Councillor Widner, Seconded by Deputy Warden Ketchabaw

RESOLVED THAT Elgin County Council hereby adopts the leasing and space needs analysis as criteria for the consideration of proposals to expand, relocate or construct premises for the Aylmer Library as contained in the report titled "Aylmer Library Expansion - Lease and Space Needs Analysis" from the Director of Community and Cultural Services and Director of Legal Services dated April 22, 2025; and

THAT a copy of this report be circulated to the Councils of the Town of Aylmer and the Township of Malahide and the Board of Directors of the East Elgin Community Complex.

Yes (7)	Warden Jones, Councillor Giguère, Deputy Warden Ketchabaw, Councillor Widner, Councillor Noble, Councillor Hentz, and Councillor Leatham
No (2)	Councillor Couckuyt, and Councillor Sloan

Motion Carried. (7 to 2)

➤ Elgin County Council's Response to Aylmer Town Council's "Letter of Intent" Regarding an 8,000 square foot expansion to the Old Town Hall location of Aylmer Library

Hyperlink to report: [Elgin County Council Committee of the Whole Meeting Report](#)
 "Response To Aylmer Town Council's Letter of Intent Regarding Aylmer Library Expansion at Old Town Hall Location" – July 8, 2025

Moved by Councillor Noble, Seconded by Councillor Giguère

RESOLVED THAT the correspondence titled "Letter of Intent – Town of Aylmer - Elgin County Library Branch Construction Policy" from the Town of Aylmer dated May 22, 2025 be received and filed; and

THAT Aylmer Town Council be requested to confirm the approximate size of the area to be designated for Aylmer Library use in a future expansion to the Old Town Hall, along with a proposed date to commence construction at that location, in order to be considered a "Letter of Intent" under the County of Elgin's Library Branch Construction Policy; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Result: Motion Carried.

➤ Summary of Community Consultation Process on Potential Relocation of Aylmer Library to EECC

Hyperlink to report: [Elgin County Council Committee of the Whole Meeting Report](#)
 "Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex" – July 8, 2025

[Note: The consultation process revealed modest support for relocation.]

Moved by Councillor Giguère, Seconded by Councillor Widner

RESOLVED THAT the report titled "Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex" from the Director of Community and Cultural Services dated July 8, 2025 be received and filed; and

THAT Elgin County Council request a commitment as soon as feasible from the Board of Management of the East Elgin Community Complex to accommodate the Aylmer branch of the Elgin County Library based on County Council's identified space needs to take effect as soon as January 1st, 2028; and

That County Council engage in further discussions with the Board of Management of the East Elgin Community Complex should such a commitment be received on matters such as capital renovations and a leasing agreement to accommodate the Aylmer branch of the Elgin County Library; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide and the Board of Management of the East Elgin Community Complex; and

THAT staff prepare a summary report of the exploration of the move of the Aylmer Branch of the Elgin County Library to the East Elgin Community Complex to be presented to County Council at the next meeting of County Council.

Result: Motion Carried.

Financial Implications:

There are no financial implications to this specific report. The impact of a potential move of the Aylmer Library to the East Elgin Community Complex is contained in the reports listed herein.

Advancement of the Strategic Plan:

Not applicable.

Local Municipal Partner Impact:

It is expected that a copy of this report, along with consideration of County Council's resolutions regarding potential relocation of the Aylmer Library to EECC, will be on the agenda of the EECC Board of Management as soon as possible.

Communication Requirements:

It is recommended that a copy of this report be circulated to all members of the EECC Board of Management.

Conclusion:

County Council is seeking confirmation from the EECC Board of Management regarding accommodation of the Aylmer branch of the Elgin County Library at the complex based on County Council's endorsed space needs of a minimum of 10,000 square feet of assignable library space. This report summarizes actions taken to date by County Council on this matter.

All of which is Respectfully Submitted

Brian Masschaele
Director of Community and
Cultural Services

Approved for Submission

Blaine Parkin
Chief Administrative Officer/Clerk



Report to Committee of the Whole

From: Brian Masschaele, Director of Community and Cultural Services

Date: July 8, 2025

Subject: Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex

Recommendation(s):

THAT the report titled “Analysis of Consultation Process on the Relocation of Aylmer Library to East Elgin Community Complex” from the Director of Community and Cultural Services dated July 8, 2025 be received and filed; and

THAT Elgin County Council request a commitment as soon as feasible from the Board of Management of the East Elgin Community Complex to accommodate the Aylmer branch of the Elgin County Library based on County Council’s identified space needs to take effect as soon as January 1, 2028; and

That County Council engage in further discussions with the Board of Management of the East Elgin Community Complex should such a commitment be received on matters such as capital renovations and a leasing agreement to accommodate the Aylmer branch of the Elgin County Library; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Introduction:

At the March 11, 2025 meeting of Elgin County Council, staff were directed as follows:

“THAT Elgin County Library staff be authorized to lead a community consultation process regarding future accommodation of the Aylmer branch of the Elgin County Library at the East Elgin Community Complex before the end of May 2025 as outlined in the March 11, 2025 report titled “Community Consultation Process for Relocation of Aylmer Library Branch” from the Director of Community and Cultural Services and in response to the resolution on this matter approved by Township of Malahide Council.”

This report fulfils this staff direction by providing an analysis of the results of this consultation process.

Background and Discussion:

Elgin County Library staff led a community consultation process over the month of May 2025. [Engage Elgin](#) was utilized to facilitate this process which involved the following components:

- Weekly advertisements in the Aylmer Express and through the County's social media accounts promoting the public meeting and survey.
- A public presentation and meeting on May 6th, 2025 at the East Elgin Community Complex (EECC). 56 individuals attended this session (not including staff). This included the County Warden and some members of Aylmer and Malahide Councils. The presentation slides and ensuing recording can be viewed on the [Engage Elgin site](#).
- A public survey that was made available on-line and in hard copy at the Aylmer Library from May 6th to 28th. There was a total of 224 responses to this survey, including 49 in paper format that were then entered into Engage Elgin so the results could be analyzed in tandem with on-line submissions.
- A survey conducted by Aylmer Library staff between April 10th and May 5th that asked customers how they travelled to the library, i.e. walking versus driving.

Survey Analysis

- Of the 224 total responses, 118 (52.7%) indicated support for re-location to EECC; 106 (47.3%) indicated they were opposed to such a move.
- Aylmer residents were slightly opposed to such a move and Malahide residents were slightly in favour.
- There were noticeable variations in support based on the age of respondents, with the highest support for re-location being amongst those individuals who identified as being between the ages of 25 and 54 (62% in favour). Respondents aged 55 and over were more opposed to re-location (60% opposed). Respondents who indicated that they have children in the home indicated 56% support for re-location.
- 66% of respondents indicated that they drove to the library and 34% indicated that they walked. The in-branch survey solicited 1,553 responses and is likely a more accurate reflection on this issue. This survey revealed that 1,260 respondents (81%) drove to the branch and 293 walked (19%). One conclusion is that the vast majority of users drive to the branch.
- Frequency of use of the library generally did not influence overall results. For instance, those who indicated that they use the library at least weekly were slightly in support of re-location (54%).

The slides attached to this report provide a more detailed snapshot on the feedback received from the survey.

Financial Implications:

Not applicable.

Advancement of the Strategic Plan:

Strategy #5 – Community Well-being and Inclusivity

Goal 3: Future expansion of the Aylmer Library will increase utilization of the County's library system.

Local Municipal Partner Impact:

The consultation process indicates that there is modest support for re-locating the Aylmer Library to EECC. Staff are recommending that this option now be pursued with the EECC Board to solicit a formal commitment to accommodating the branch at the complex. Once such a commitment is confirmed, discussions between County Council and the EECC Board can then proceed regarding matters such as the level of capital renovations that will be required to accommodate the branch and the terms of a leasing agreement, with the goal of occupancy as soon as January 1st, 2028.

Communication Requirements:

It is recommended that a copy of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Conclusion:

The County's consultation process on re-locating the Aylmer branch of the Elgin County Library reveals that there is slight support for such a move but it is fair to conclude that opinions are divided which is in keeping with the long-standing debates and discussions on this issue. It may seem that the general sentiment is that residents are strongly opposed to such a move based on recent media coverage and attendance at a separate public meeting convened in April by the Aylmer Express. The County's consultation process reveals that is not the case. County Council can draw from the results of this consultation process that there is a solid base of support for re-location to EECC which is being expressed in much more subtle ways. Furthermore, there is a strong base of support from members of the community who represent the library's current and future users who tend to be less vocal on this issue.

There is a path forward that may involve shorter and longer-term solutions. In the shorter term (beyond the expiration of the current lease at the Old Town Hall location on December 31st, 2027), the Aylmer branch can be re-located to EECC while the Town of Aylmer fundraises, designs and builds an expansion at the downtown site. This also assures that the library has stable premises from which to operate while a construction project proceeds downtown for completion in 2030 at the very earliest. Staff recognize that such an approach will impact the level of capital renovations that the EECC Board will be willing to make to accommodate the library if it is not a longer-term commitment

and that certainly needs to be part of County Council's decision-making process on this issue. It is also within County Council's sole jurisdiction to make re-location to EECC a longer-term solution.

All of which is Respectfully Submitted

Approved for Submission

Brian Masschaele
Director of Community and
Cultural Services

Blaine Parkin
Chief Administrative Officer/Clerk

PUTTING COMMUNITY IN COMMUNITY COMPLEX

[Aylmer Library Survey Results]

Brian Masschaele, *Director of Community & Cultural Services*

July 8, 2025

Agenda

1

Background

2

Public Open House

3

Engage Elgin

4

Promotional Materials

5

Survey & Survey Results

6

Questions & Comments

COUNCIL DIRECTION

At its meeting on March 11, 2025, Council directed staff to engage the community in the Aylmer Library Relocation process and to seek feedback regarding the move to the East Elgin Community Complex.

WHY IS PUBLIC ENGAGEMENT IN THE AYLMER LIBRARY RELOCATION PROCESS IMPORTANT?

Public engagement is important to ensure that the voices of Aylmer and Malahide residents are heard, helping Elgin County Council better understand community needs, concerns, and expectations around the proposed relocation. This input will help shape a solution that reflects both current challenges and future opportunities for the Aylmer branch.

Public Open House

May 6, 2025 - East Elgin Community Complex

OPENING THE BOOK TO POSSIBILITIES:
[Relocating the Aylmer Library Branch to the East Elgin Community Complex]

Help shape the services that a new and bigger library space can provide our community!

PUBLIC OPEN HOUSE

JOIN US

East Elgin Community Complex
Tuesday, May 6, 2025 | 7:00 PM
531 Talbot Street W, Aylmer, ON (Imperial Hall)

ElginCounty

A Public Open House was held on May 6, 2025, to share information about the proposed relocation of the Aylmer Library to the East Elgin Community Complex.

The event provided an opportunity for residents to learn from staff about the plan, ask questions, and offer feedback to help ensure the new library space reflects community needs.

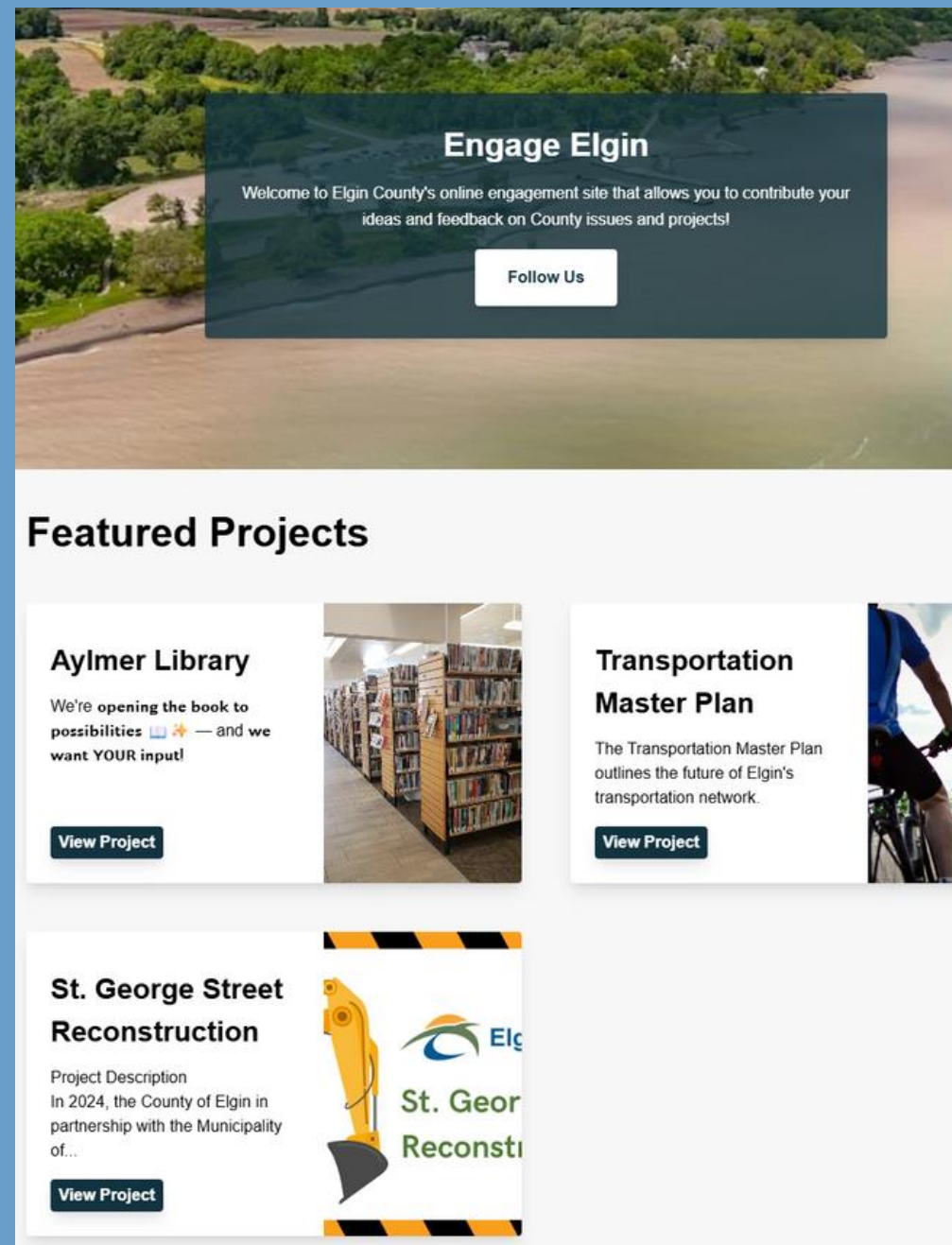


56

Attendees to the Open House

Engage Elgin

Online Engagement Website



WEBPAGE : EngageElgin.ca/AylmerLibrary

The project page outlines the proposed relocation of the Aylmer Branch Library to the East Elgin Community Complex.

It includes:

- Background information
- Concept plans
- Public engagement details
- Opportunities for community feedback
- Key supporting documents to keep residents informed and involved.

WEBPAGE RESULTS:
MAY 6, 2025 - MAY 28, 2025

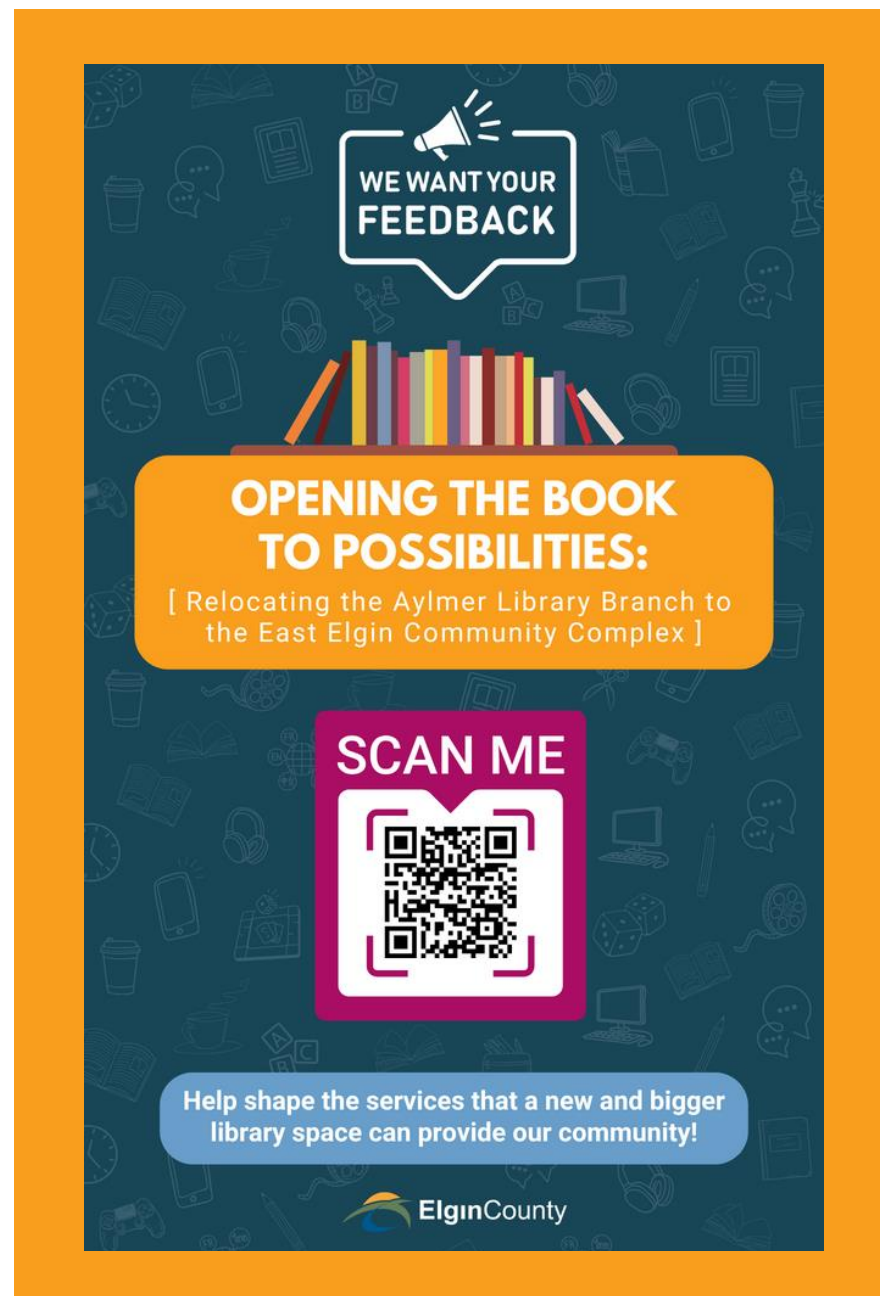


1.2K

Total Webpage Visits

Promotional Materials

Print Communication Materials



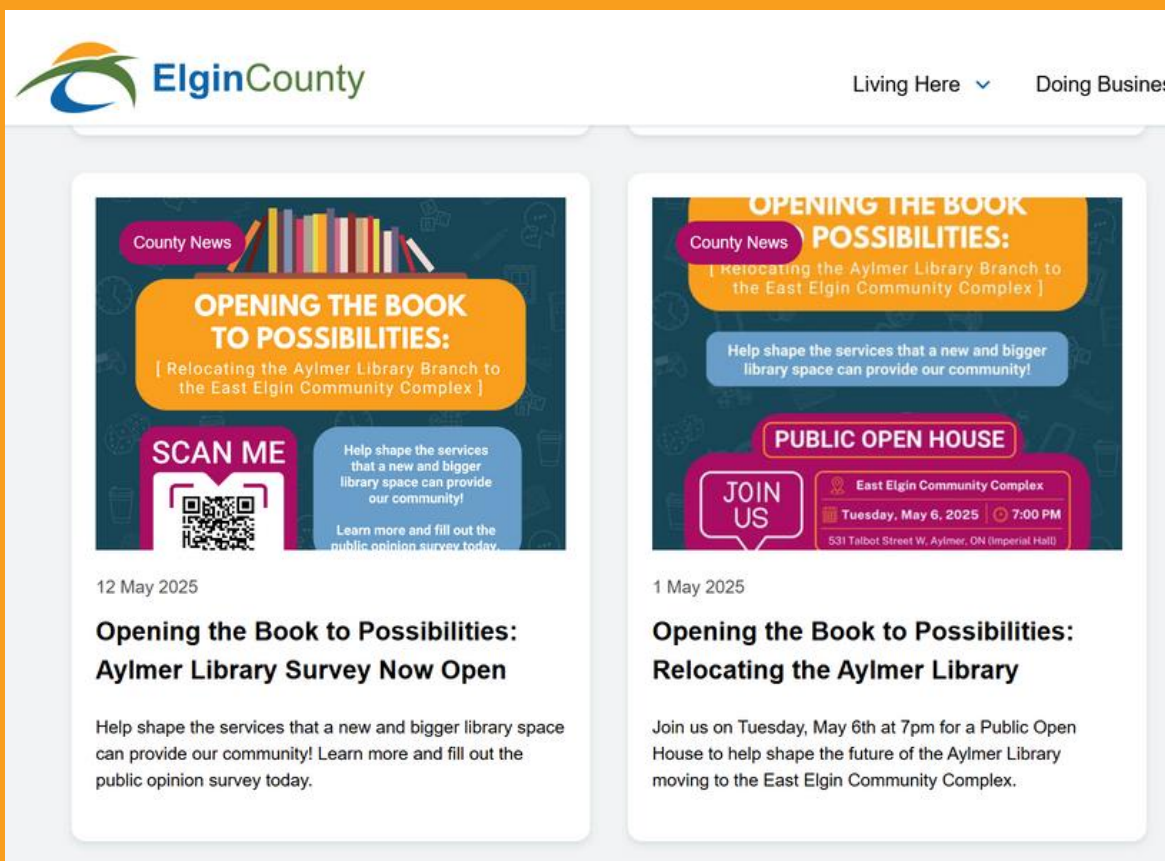
Posters placed within the Branch



3 Ads in the Aylmer Express

Promotional Materials

Digital Communication Materials



Added to the County's website in the news section (May 12)



Included in the Aylmer & Area Chamber Of Commerce's E-Newsletter (May 20)



Included in the Aylmer Library's E-Newsletter

Promotional Materials

Elgin County Facebook



3 posts on the County Facebook Page

Total Views*: 67,195

Total Reach*: 18,064

Total Link Clicks: 675



Shared by the Elgin County Library Facebook Page
(May 8)

* Total Views: The number of times your content was played or displayed.

* Total Reach: This metric counts reach from the organic or paid distribution of your post, including if it was boosted.

* Total Impressions: Views when the post is at least 50% on screen, or when it is clicked, whichever comes first.

¹⁴³Survey & Survey Results



224 Surveys Completed

A full list of survey questions and comments received are linked in the Council Report as well as at the link below.

<https://www.elgincounty.ca/resources/aylmer-library-2025-survey-results/>

PUTTING COMMUNITY IN COMMUNITY COMPLEX

[Aylmer Library Survey Results]

Séanin Steele, *Digital Services Librarian*

July 8, 2025

Survey Results

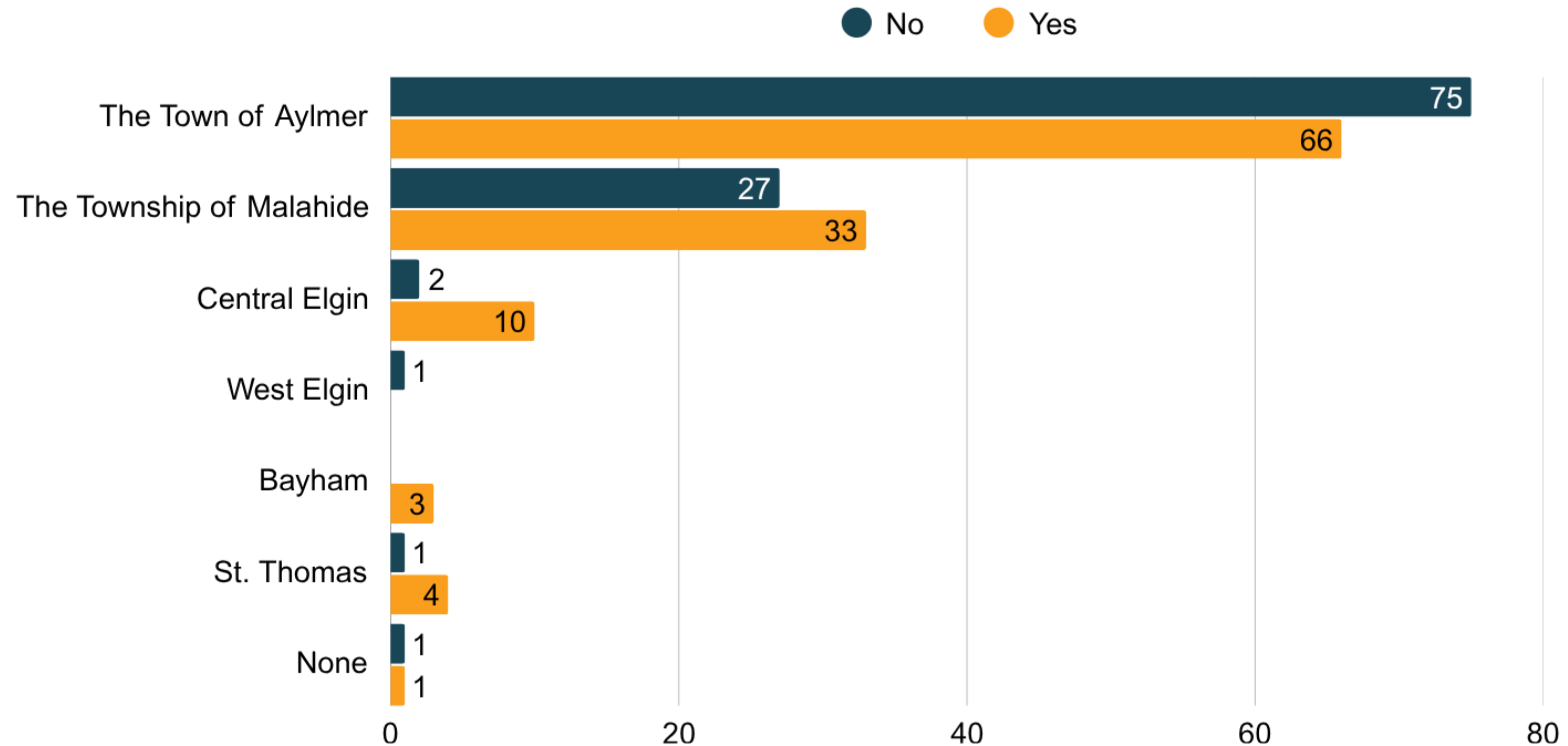
Do you support moving to the complex?

224 Surveys Completed



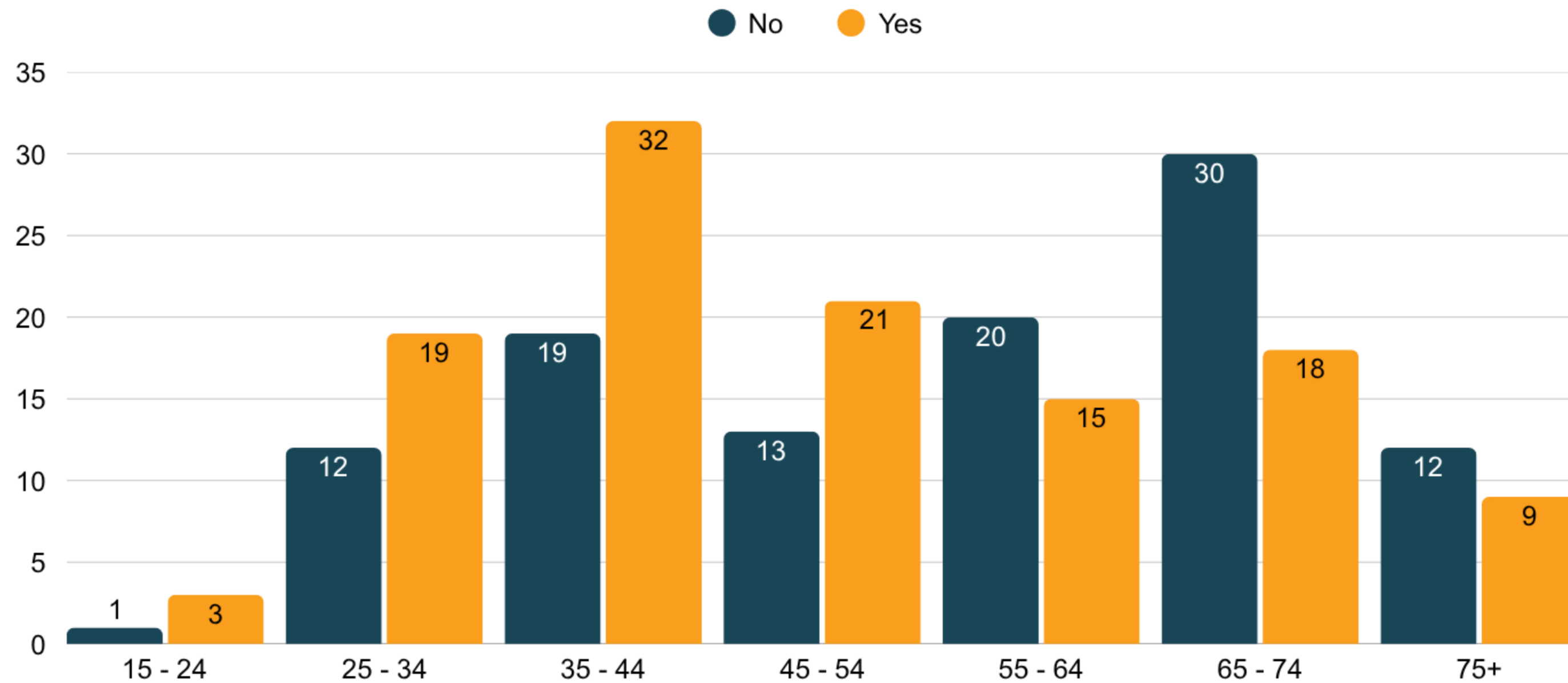
Survey Results

Do you support moving to the complex? - By Municipality



Survey Results

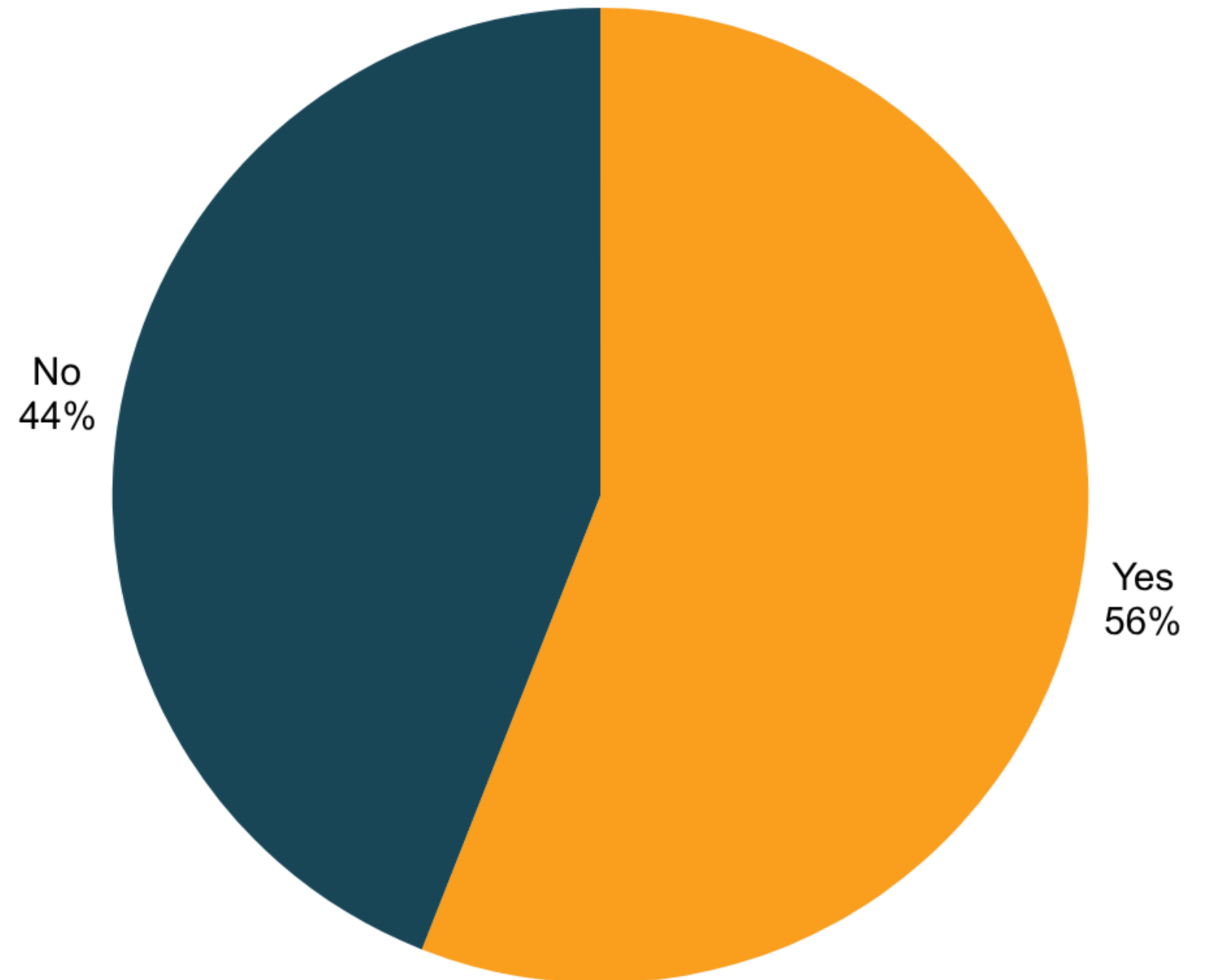
Do you support moving to the complex? - By Age



Survey Results

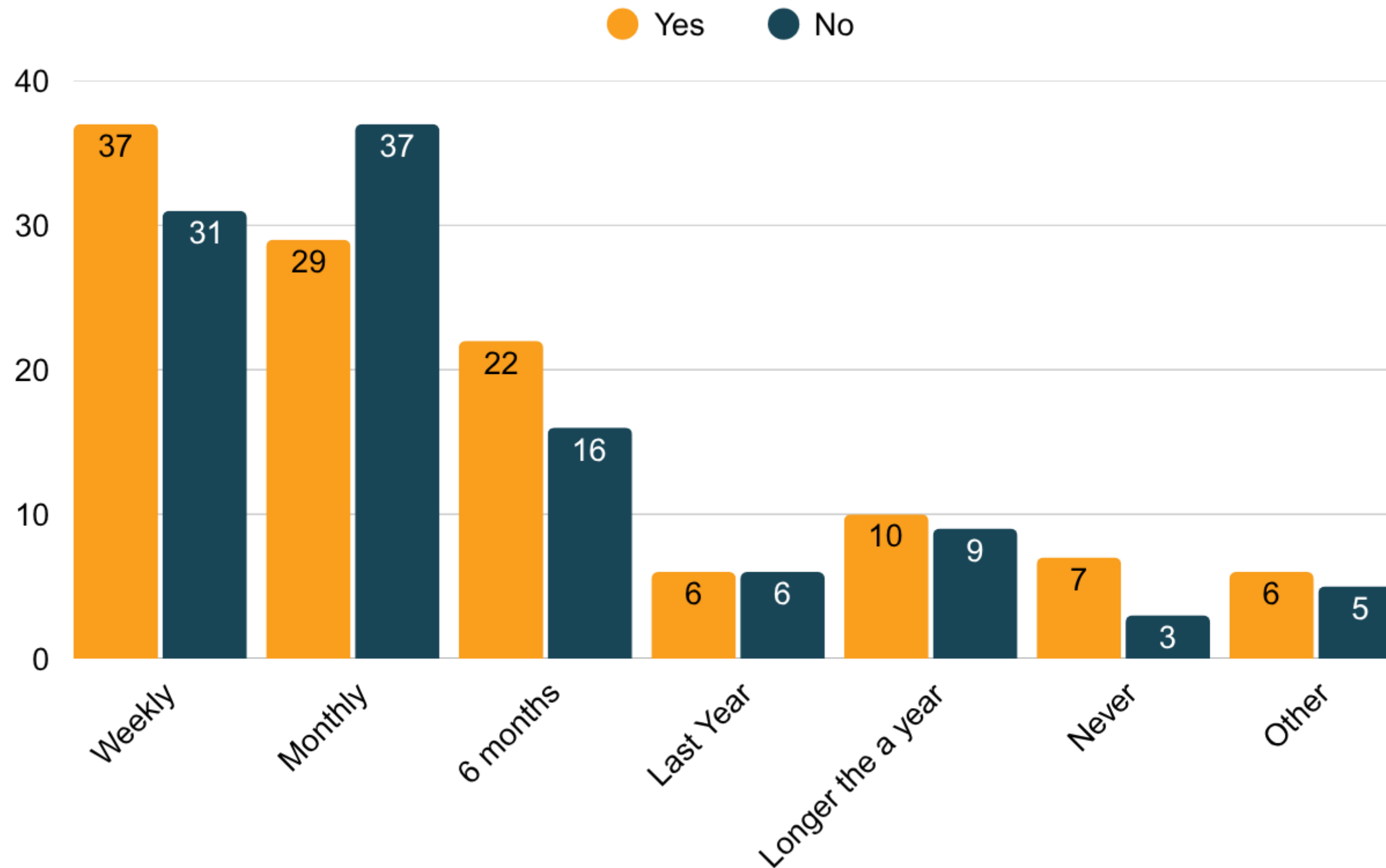
Do you support moving to the complex? - By Responders with Children

109 respondents have children, 61 of them support moving the Library to the complex



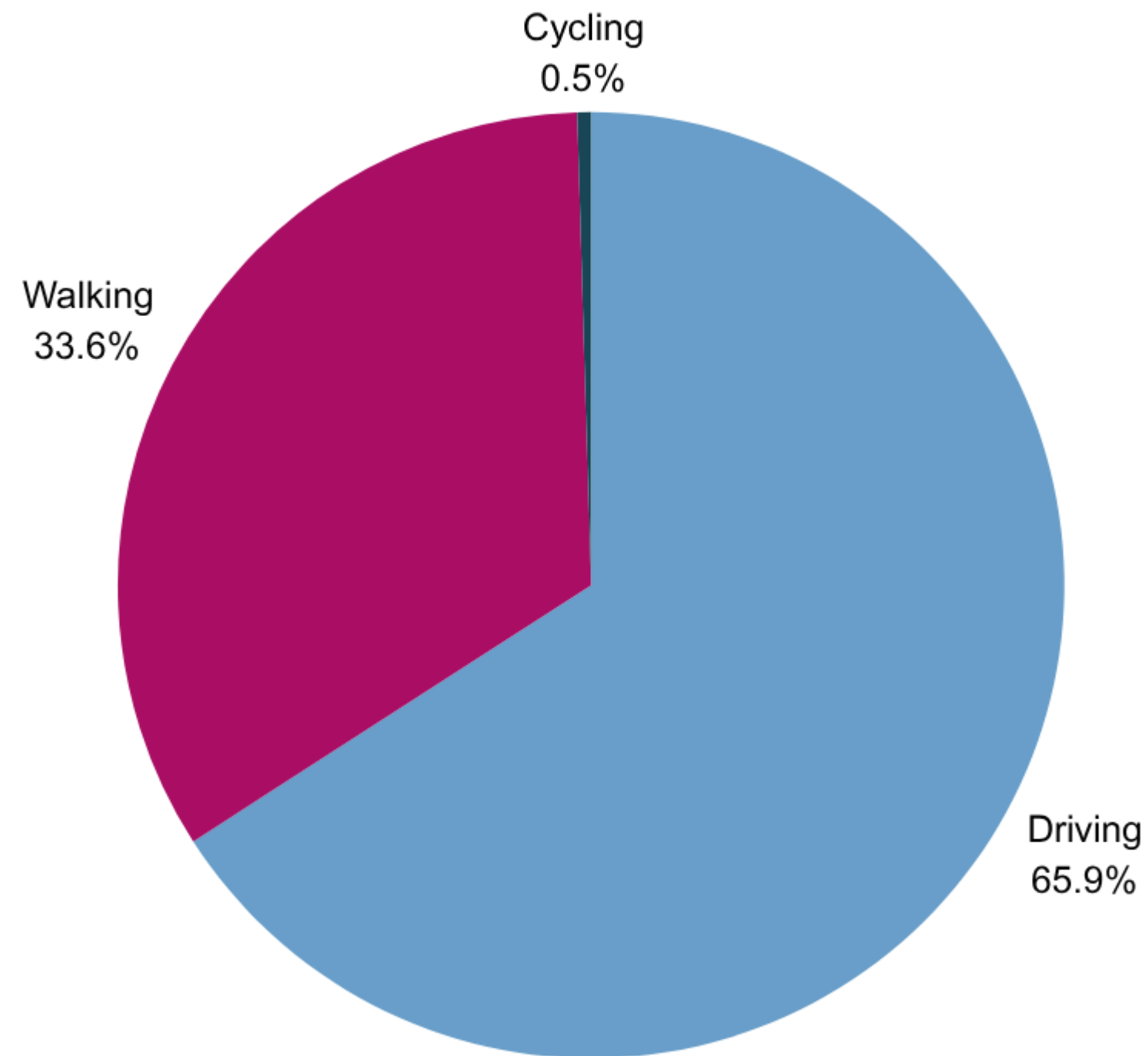
Survey Results

Do you support moving to the complex? - By How Often they Visit the Aylmer Library

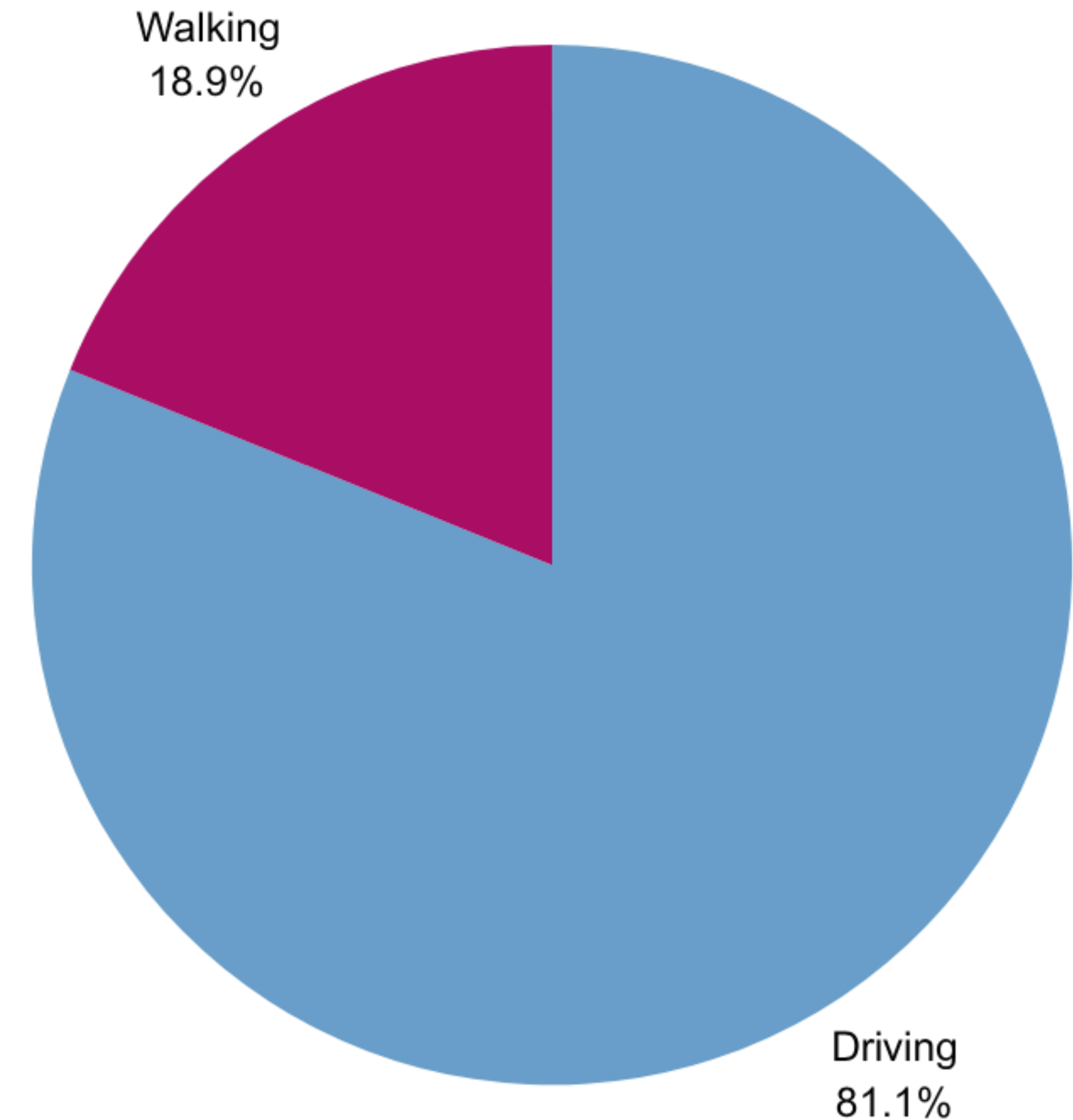


Survey Results

If you visited the Aylmer Library within the last year, how did you get there?



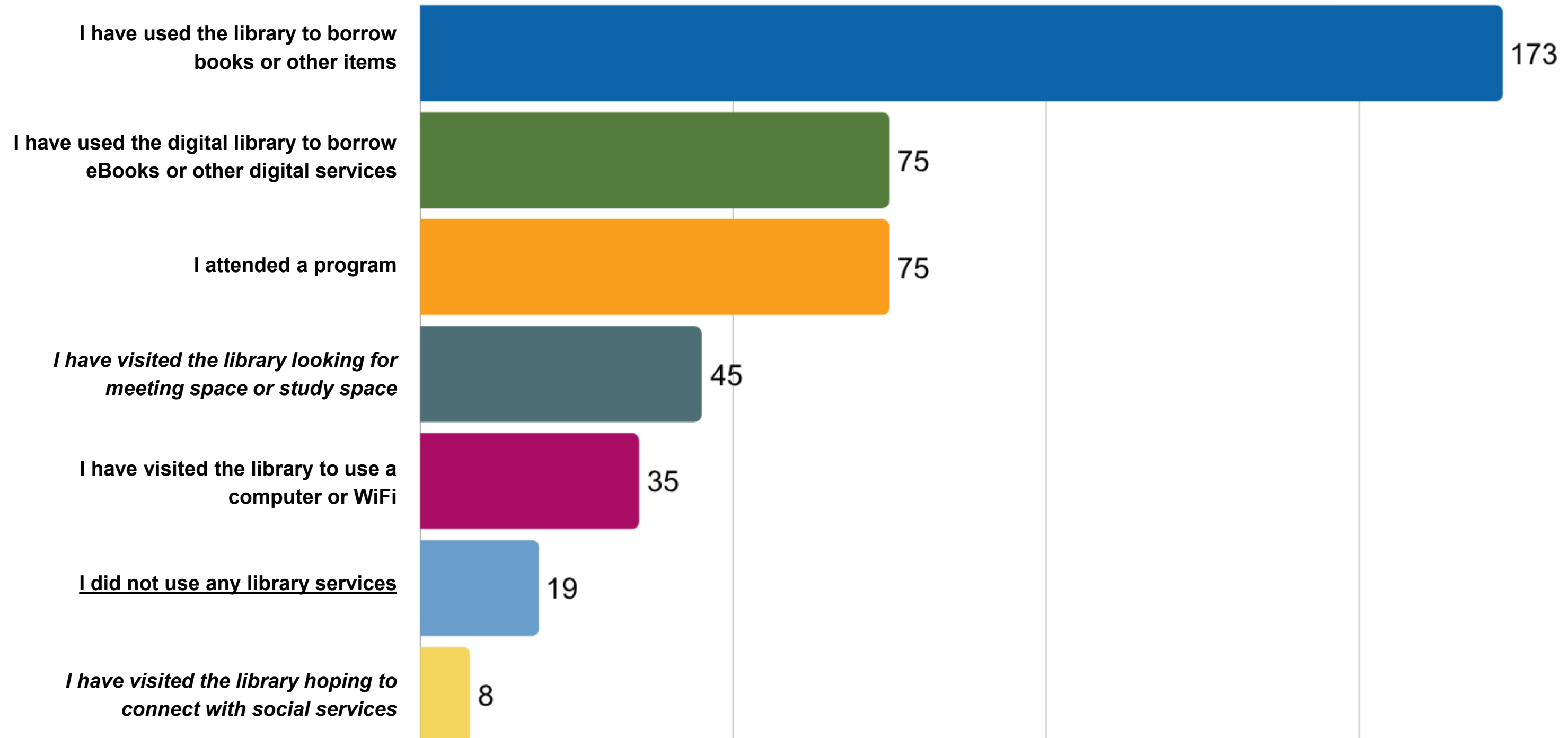
How did you get to the Aylmer Library today?



Survey conducted by Aylmer Library
staff from April 10 - May 5

Survey Results

Services Accessed at the Aylmer Library in the Last Year



Survey Results

The service I was looking for at the library wasn't there:

Looking for more children activities

Programming for seniors

Early on programs, maker space, general programs and events lacking

Programs during the evenings

I often have to go to the St Thomas Library because they have a large selection of books and we use their maker space

Just a quiet space to browse but its cramped and noisy because the space is too small

Attend theatre

Children's programs in a larger space

Questions & Comments





OFFICE OF THE WARDEN

August 13, 2025

Mayor Jack Couckuyt and Members of Council
Town of Aylmer
46 Talbot Street West
Aylmer, ON N5H 1J7

Dear Mayor Couckuyt and Members of Council,

Re: Letter of Intent – Town of Aylmer – Elgin County Library Branch Construction Policy

On behalf of Elgin County Council, I wish to acknowledge receipt of your correspondence titled ***“Letter of Intent – Town of Aylmer – Elgin County Library Branch Construction Policy,”*** dated May 22, 2025.

At its meeting held on August 12, 2025, County Council adopted the following resolution:

“THAT the correspondence titled “Letter of Intent – Town of Aylmer - Elgin County Library Branch Construction Policy” from the Town of Aylmer dated May 22, 2025, be received and filed; and

THAT Aylmer Town Council be requested to confirm the approximate size of the area to be designated for Aylmer Library use in a future expansion to the Old Town Hall, along with a proposed date to commence construction at that location, in order to be considered a “Letter of Intent” under the County of Elgin’s Library Branch Construction Policy; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and the Township of Malahide.”

In accordance with this resolution and to fulfill the requirements of the County’s Library Branch Construction Policy, we respectfully request the following additional information:

- The approximate size (square metres) of the area to be designated for Aylmer Library use within the future expansion to the Old Town Hall; and
- The proposed date to commence construction at the Old Town Hall site.

This information is necessary for the correspondence to be formally considered a “Letter of Intent” under the County Library Branch Construction Policy and to enable appropriate planning and assessment.

For your reference, a copy of the report titled ***“Response to Aylmer Town Council’s Letter of Intent Regarding Aylmer Library Expansion at Old Town Hall Location”*** is attached.

We appreciate the Town of Aylmer's continued commitment to enhancing library services for residents and look forward to your response.

Yours truly,

A handwritten signature in black ink, appearing to read 'Grant Jones', written in a cursive style.

Warden Grant Jones

warden@elgin.ca

519-671-0182

cc Mayor Dominique Giguère and Township of Malahide Council
Brian Masschaele, Elgin County Director of Community and Cultural Services



LIBRARY BRANCH CONSTRUCTION POLICY

SCOPE

The following shall constitute the policy of the County of Elgin to be followed in considering any participation it will have with any Municipality represented on County Council in the renovation, relocation or expansion of Library facilities anywhere in the County.

This policy applies to capital construction or relocation of library facilities only. Operational issues and related costs pertaining to each facility are addressed in respective leases signed for each facility. New, expanded or relocated branches will require a new operational lease based on the standard “Elgin County Library Municipal Library Lease” with no exceptions.

FACILITY SIZE

The square footage of new, expanded or relocated library facilities will adhere, wherever possible, to “Guidelines for Rural/Urban Public Library Systems”, as amended from time to time by the Administrators of Rural and Urban Public Libraries of Ontario (ARUPLO) in which the Elgin County Library is a voting member. The following are current guidelines for the assignable size of library facilities (excluding utility rooms):

- Small Branches: Branches serving catchment areas of 1,000-5,000 population: Minimum 2,500 sq. ft. or 1 sq. ft. per capita in the library’s catchment area, whichever is greater;
- Medium Branches: Branches serving catchment areas of 5,000-10,000 population: Minimum 5,000 sq. ft. or 1 sq. ft. per capita in the library’s catchment area, whichever is greater;
- Large Branches: Branches serving catchment areas of 10,000-35,000 population: Minimum 10,000 sq. ft. or 1 sq. ft. per capita in the library’s catchment area, whichever is greater.

LOCATION

Locations on main thoroughfares or “downtown” locations in population centres will be preferred. Co-location with other community services will be preferred.



ADDITIONAL CONSIDERATIONS

In all cases, Municipalities shall strive to set the highest standards in terms of public accessibility, including compliance with provincial accessibility legislation.

An Interest Free Loan from the County for renovation, relocation or expansion of library facilities is available up to the following amounts: Small branches, \$100,000; Medium branches \$200,000; Large branches, \$400,000. The loan must be repaid within ten years. All requests for new libraries, expansion of libraries or relocation of libraries in the following year must be received by Council no later than December of each year for budgeting purposes. Any request received after December 31st will be considered for the following year. County Council reserves the right to deny such a loan for financial reasons.

ACTIONS INITIATED BY THE MUNICIPALITY AND THE COUNTY

- 1.0 The Municipality shall determine if, in the opinion of their Council, there is a need for a new Library, expansion of a Library or a relocation of a Library. A review of ARUPLO guidelines and input of the County's Director of Community and Cultural Services (or designate) is strongly encouraged in this process.
- 2.0 If the answer is yes, the Municipality shall issue a "Letter of Intent" to the County C.A.O. and Director of Community and Cultural Services, outlining the following information:
 - 2.01 The address and description of the proposed site and building to be constructed, expanded or relocated.
 - 2.02 The approximate interior gross area of the new building, expanded building or relocated building.
 - 2.03 The approximate size of the area designated to be for Library use.
 - 2.04 Approximate loan requested from the County.
 - 2.05 The proposed date to commence construction.
- 3.0 The Director of Community and Cultural Services shall forward the proposal to County Council.



- 4.0 County Council shall consider the proposal (Letter of Intent) and notify the Municipality of its decision. If acceptable, and County Council determines that it wishes to participate in a new Library facility, expanded Library facility, or relocated Library facility, a Letter of Intent detailing the arrangements will be signed by the C.A.O. of the County of Elgin and the Municipality.
- 5.0 The Municipality, at its expense, shall cause plans and specification of the Library premises to be prepared and sent to the Director of Community and Cultural Services who will forward to County Council for approval. The plans and specifications must include the information set out in this policy and if required may include a request for an Interest Free Loan.

The plan and specifications must include:

- 5.01 The address and description of the proposed site and building to be constructed, expanded or relocated building.
- 5.02 The interior gross area of the new building, expanded building or relocated building.
- 5.03 The size of the area designated to be for library use.
- 5.04 Construction timetables.
- 5.05 Approximate move in date for library staff.
- 5.06 Cost of construction or renovation including mechanicals.
- 5.07 Confirmation of interior fittings required for library use (such as custom millwork). These fittings are to be included in construction costs and are to be paid by the municipality. Additional furnishings for library use are the responsibility of the County.
- 5.08 Architect's fees (if applicable).
- 5.09 Interim financing cost (if applicable).
- 5.10 Source of funding for project.
- 5.11 Request for an Interest Free Loan indicating when the loan will be required. The loan must be repaid within ten years of being issued.

County of Elgin
 450 Sunset Drive
 St. Thomas, Ontario
 N5R 5V1 Canada
 Phone: 519-631-1460
www.elgin-county.on.ca



- 5.12 The Director of Community and Cultural Services shall forward the proposal to County Council with a recommendation on acceptance. At such time, the Director shall recommend that a new “Elgin County Library Municipal Library Lease” be established, outlining the anticipated costs of said lease to the library’s annual operating budget and establishing a deadline to execute the lease. Should an interest-free loan be requested and approved, the Director of Financial Services shall be authorized to issue a loan agreement up the maximum allowable in each category with terms stating that the loan is payable within a ten year period upon execution and subject to the provision of actual invoices. County Council reserves the right to deny such a loan for financial reasons.
- 6.0 Both Parties shall be responsible for their own legal costs in the negotiation and/or drafting of any Lease or Loan Agreement.
- 7.0 The Municipality shall be the owner or leaser of the land and/or building.



Report to Committee of the Whole

From: Brian Masschaele, Director of Community and Cultural Services

Date: July 8, 2025

Subject: Response To Aylmer Town Council's Letter of Intent Regarding Aylmer Library Expansion at Old Town Hall Location

Recommendation(s):

THAT the correspondence titled "Letter of Intent – Town of Aylmer - Elgin County Library Branch Construction Policy" from the Town of Aylmer dated May 22, 2025 be received and filed; and

THAT Aylmer Town Council be requested to confirm the approximate size of the area to be designated for Aylmer Library use in a future expansion to the Old Town Hall, along with a proposed date to commence construction at that location, in order to be considered a "Letter of Intent" under the County of Elgin's Library Branch Construction Policy; and

THAT copies of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Introduction:

At the June 10, 2025 meeting, Elgin County Council directed staff to respond to Aylmer Town Council's "Letter of Intent" regarding expansion of the Aylmer Library at its current Old Town Hall location. This report recommends that County Council seek further clarifications to Aylmer Town Council's initial resolution in order to be considered a "Letter of Intent" under the County's Library Branch Construction Policy.

Background and Discussion:

Aylmer Town Council endorsed the following resolutions at their May 21st, 2025 meeting:

"That Council approve in principle the construction of an 8000 square foot building to be leased to the County of Elgin for library purposes; and,

That a "letter of intent" as required by the County of Elgin be sent; and,

That the County of Elgin be asked for a long-term lease of 20 years; and,

That the County of Elgin be asked to establish a fundraising committee for this building; and,

That Council single source the design of the new library to the Town's appointed engineering firm (GEI Consultants) to proceed as soon as possible in 2025; and,

That GEI be directed to place priority upon a design that connects the Old Town Hall on both floors and is in keeping with the existing character and design of the Old Town Hall; and,

That GEI also be directed to examine costing for a standalone library build in close proximity to the Old Town Hall; and,

That interior design considerations be in collaboration with the County of Elgin; and,

That a 2025 budget amendment of \$250,000 be approved by Council towards the detailed engineering and architectural design sufficient to meet grant requirements and that this amount be funded through the Council Initiatives Reserve."

Responses for County Council's Consideration

The "Letter of Intent" endorsed by Aylmer Town Council is a positive development in terms of meeting County's Council's identified space needs for the Aylmer Library. Aylmer Town Council is now proceeding with an engineering study, design and costing analysis for an expansion at the current Old Town Hall location. The next step in this process would then be a formal commitment from the Town to proceed with the project with timelines associated at which time County Council can then affirm its support to lease the facility. From the County's perspective, the Town should continue its process to assess the feasibility, cost and timelines for such a project as soon as possible given County Council's current direction to explore re-location to the East Elgin Community Complex. County Council has a long history of being a willing partner on library expansion and building projects with local municipal partners and the same can be expected with this proposed project should the results of this study lead to a firm commitment to build at that location. However, the process is not yet at that point so any firm commitment to a long-term lease by County Council remains pre-mature.

The Town's "Letter of Intent" contains several resolutions, some of which require an analysis and response from Elgin County Council as follows:

That [Aylmer] Council approve in principle the construction of an 8,000 square foot building to be leased to the County of Elgin for library purposes

Elgin County Council has endorsed space needs of a minimum of 10,000 square feet of assignable library space in considering any proposal to expand, relocate or construct

new premises for Aylmer Library. The construction of an 8,000 square foot building if connected to the Old Town Hall has the potential to meet these identified space needs, assuming the library's existing 3,081 square feet is incorporated into the plans. **Such an addition would satisfy the County's requirements on future space needs for the branch. However, further clarification on total space allocations is required from Aylmer Town Council.**

That a "letter of intent" as required by the County of Elgin be sent

Aylmer Town Council is referencing the County's "Library Branch Construction Policy" last updated in 2015 in proceeding with this "Letter of Intent". The policy is attached to this report. The current resolution does not fully meet requirements under the policy to be deemed a "Letter of Intent" at the present time. First, under section 2.03, it does not specify the total square footage that would be encompassed for library usage, instead referencing only an 8,000 square foot building. Second, under section 2.05, it does not state the proposed date to commence construction on an expanded facility at the current Old Town Hall location. Therefore, it is premature to consider the Town's resolution as a formal "Letter of Intent" under the policy. Rather, it is more of a positive intention to take the necessary steps to issue that letter of intent as stipulated under the policy.

Staff recommend that County Council communicate to Aylmer Town Council the need to clarify the approximate size of the area designated to be for Library use in a future expansion at the Old Town Hall location of the Aylmer Library under Section 2.03 of the County's "Library Branch Construction Policy". Furthermore, staff recommend that County Council communicate to Aylmer Town Council the need to provide a proposed date to commence construction under Section 2.05 of the policy. Should this information be provided by Aylmer Town Council, County Council can then consider the proposal as a "Letter of Intent" for further consideration under Section 4.0 of the policy.

For County Council's information, further insight into a potential timeline for a future expansion at the current Old Town Hall location is provided in a report from the Town's CAO to the Town of Aylmer's Finance Committee which was received at the committee's meeting on June 18th, 2025. This report can be viewed under Section 6.2.2 by clicking [here](#). This report states that; "At this stage, staff believe it is appropriate to begin planning for the new library to begin construction in 2028." The report further alludes to the service disruption that will result if such a build takes place, speaking to the need to consider temporary library space in the community while the project unfolds. If construction were to proceed as soon as 2028, it is not unreasonable to expect it to last for up to two years, taking completion and the establishment of a new lease with the County to 2030 at the earliest. The above timeline also brings this proposed project into a new term of Aylmer Town Council and will likely be a major issue during the 2026 municipal election which could also impact the commitment and/or timeline for a new build. County Council is reminded that the current lease at the Old Town Hall expires at the end of 2027.

Staff recommend that County Council continue the path of stabilizing Aylmer Library's space and service needs when the current lease expires in 2027 through

potential re-location to the East Elgin Community Complex on either a temporary or permanent basis. The branch will require stable quarters in the short-term regardless of the commitments made by Aylmer Town Council to build on to the current location for the long-term based on current information and timelines.

That the County of Elgin be asked for a long-term lease of 20 years

The County's standard "Elgin County Library Municipal Library Lease", which currently applies to all ten branches that are owned by local municipal partners and the Port Stanley Festival Theatre, already contains a renewal clause (in five-year terms) which has resulted in long-term accommodation well beyond twenty years at the majority of the library's branch locations. A commitment to a longer-term lease could always be considered when the Town completes construction on an expanded facility at the current location but there is no need to make such a commitment at the present time as a longer-term arrangement is already implied in the current framework. **Staff recommend that no formal action be taken on this matter.**

That the County of Elgin be asked to establish a fundraising committee for this building;

The County's capital fundraising efforts have traditionally been focused on facilities directly owned and operated by the County. A recent example is the successful fundraising campaign on behalf of Terrace Lodge. Any expansion to the Old Town Hall to facilitate an expansion to Aylmer Library would be owned by the Town of Aylmer. **Therefore, the Town should lead any fundraising efforts**, with the County providing support to those efforts similar to the approach taken during the last capital campaign for a library expansion at the Shedden branch. Those efforts were led by the Township of Southwold, with County staff serving in an advisory capacity. Similar support could be offered to the Town of Aylmer but the committee itself should be led by the Town. There may also be impediments under Canada Revenue Agency rules regarding use of the library's charitable status in fundraising efforts for a facility that is not under the County's auspices. **Staff recommend that no formal action be taken on this matter.**

That interior design considerations be in collaboration with the County of Elgin

Elgin County Library staff have played an active role in past designs for an expanded library facility for Aylmer, including extensive input into the design and tendering of a proposed downtown library between 2012 and 2014 and proposed re-location to the East Elgin Community Complex in 2017. The Director of Community and Cultural Services, Manager of Library Services and Supervisor for the Aylmer Library will provide similar support to the Town's current study. The County's CAO will determine an appropriate level of support for these efforts. **No formal action is required at the present time by County Council on this matter.**

Financial Implications:

Not applicable.

Advancement of the Strategic Plan:

Strategy #5 – Community Well-being and Inclusivity

Goal 3: Future expansion of the Aylmer Library will increase utilization of the County's library system.

Local Municipal Partner Impact:

It remains pre-mature for County Council to make a formal commitment to an expansion at the current Old Town Hall location of Aylmer Library at the expense of considering other options such as re-location to the East Elgin Community Complex. However, this lack of formal commitment at the present time should not dissuade the Town of Aylmer from proceeding with an engineering study, design and costing analysis to determine feasibility of proceeding with an expansion project to accommodate the Library over the long-term.

Communication Requirements:

It is recommended that a copy of this report be circulated to the Councils of the Town of Aylmer and Township of Malahide.

Conclusion:

Aylmer Town Council's "Letter of Intent" is certainly a positive development in terms of meeting Aylmer Library's endorsed space needs over the long-term. Regardless of how that proposed project plays out, completion and occupancy will likely not take place until 2030 at the very earliest according to the Town's budgetary planning projections. In the interim, staff recommend that the process to re-locate the Aylmer Library to the East Elgin Community Complex continue to ensure that the Library has stable quarters out of which to operate for the short to medium term (at the very least) beyond the expiration of the current lease at the Old Town Hall location on December 31st, 2027.

All of which is Respectfully Submitted

Approved for Submission

Brian Masschaele
Director of Community and
Cultural Services

Blaine Parkin
Chief Administrative Officer/Clerk



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
POA 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: rward@armourtownship.ca

Website: www.armourtownship.ca

Mayor's Report – Governance of Family Health Teams

To: Members of Council
From: Rod Ward, Mayor
Date: August 12, 2025

Subject: Support for Standardized Governance Models for Family Health Teams

Family Health Teams are a vital part of Ontario's healthcare system, particularly in rural and underserved communities like ours. These teams provide collaborative, team-based care that improves patient outcomes and relieves pressure on hospitals and emergency services.

Our municipality, like many others across the province, continues to invest local taxpayer dollars to support healthcare delivery — through physician recruitment efforts, infrastructure, and other community health initiatives. However, despite this investment and our community's reliance on these services, municipal and community voices are often underrepresented on the boards that govern Family Health Teams.

Currently, there is no mandatory governance framework for these boards, which has led to inconsistent representation and, in some cases, governance structures that do not reflect the communities they serve. This can lead to decisions being made without sufficient local input, oversight, or accountability.

The attached resolution calls on the Province of Ontario to implement a standardized and mandatory governance model for Family Health Teams, requiring that at least 50% of board members be community representatives. This would help ensure local interests are considered in decision-making, and strengthen transparency and trust in our healthcare system.

I recommend Council's support for this resolution and the forwarding of it to the appropriate provincial bodies and municipal partners.

Sincerely,

Rod Ward

Rod Ward
Mayor



166
CORPORATION OF THE TOWNSHIP OF ARMOUR

RESOLUTION

Date: August 12, 2025

Motion # 248

WHEREAS Ontario's Family Health Teams provide team-based healthcare which is critical to our communities;

AND WHEREAS healthcare in Ontario is publicly funded;

AND WHEREAS municipalities invest significant additional public/taxpayer money in support of Family Health Teams and other healthcare-related organizations, including supports for primary care recruitment, healthcare facilities, and additional community healthcare needs;

AND WHEREAS the governance models for Family Health Teams in Ontario do not follow mandatory standards;

AND WHEREAS governance models are designed to ensure appropriate representation, transparency, and guardrails with respect to potential conflicts of interest for the organizations they represent;

AND WHEREAS many boards of Family Health Teams are not balanced in terms of representation from the communities and municipalities that they cover;

AND WHEREAS the lack of a standard and balanced governance model means that the needs of the local communities are not necessarily fully represented;

AND WHEREAS the province is directing the Primary Care Action Team (PCAT), through Dr. Jane Philpott, to ensure connected and convenient healthcare across the province;

AND WHEREAS Family Health Teams are crucial in the delivery of the mandate of PCAT;

NOW THEREFORE BE IT RESOLVED THAT The Council of the Township of Armour urges the Province of Ontario to implement a standard and mandatory governance model for the boards of Family Health Teams across the province, which ensures that community members make up 50% of the overall board membership to ensure appropriate representation for the communities which use and support healthcare in their local area;

AND THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier and Minister of Health; Dr. Jane Philpott, Chair of the Primary Care Action Team; the Association of Municipalities of Ontario (AMO); the Association of Family Health Teams of Ontario (AFHTO); and all municipalities in Ontario.

Moved by:

Blakelock, Rod	<input type="checkbox"/>
Brandt, Jerry	<input checked="" type="checkbox"/>
Haggart-Davis, Dorothy	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Seconded by:

Blakelock, Rod	<input type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
Haggart-Davis, Dorothy	<input checked="" type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Carried / Defeated

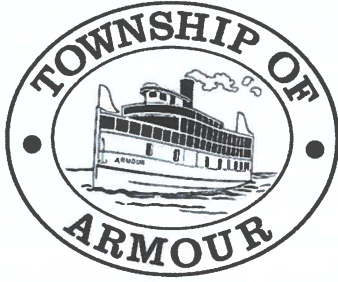
R

Declaration of Pecuniary Interest by:
Recorded vote requested by:

Recorded Vote:

Blakelock, Rod
Brandt, Jerry
Haggart-Davis, Dorothy
Ward, Rod
Whitwell, Wendy

For	Opposed
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>



DISTRICT OF PARRY SOUND

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I recommend Council's support for this resolution and the forwarding of it to the appropriate provincial bodies and municipal partners.

Sincerely,

Rod Ward

Rod Ward
Mayor

August 12, 2025;

La version française suit

The Ministry of Municipal Affairs and Housing is proposing to provide updated guidance for planning authorities on how to determine population and employment forecasts and to assess the amount of land needed to accommodate that growth. This guidance is intended to support implementation of the Provincial Planning Statement, 2024 (PPS 2024).

As you may be aware, on October 20, 2024, the PPS 2024 came into effect to provide a streamlined province-wide land use planning policy framework. Planning authorities must base their population and employment growth forecasts on the [Ontario Population Projections](#) published by the Ministry of Finance and may modify as appropriate, as informed by provincial guidance. Planning authorities must also ensure that sufficient land is made available to accommodate an appropriate range and mix of land uses to meet projected needs, as informed by provincial guidance.

A 60-day consultation seeking input on a draft of this proposed guidance has been posted through the Environmental Registry of Ontario ([ERO 025-0844](#)) closing on October 11, 2025. You are invited to share any feedback through this consultation or by email at growthplanning@ontario.ca.

Sincerely,

David McLean

Assistant Deputy Minister | Housing Policy and Planning Division Ministry of Municipal Affairs and Housing

Ministry of Municipal Affairs and Housing | Ontario Public Service

647-640-3054 | David.McLean@ontario.ca

Ontario 



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk

160 Livingston Avenue, Grimsby, ON L3M 0J5

Phone: 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010

Email: vssteel@grimsby.ca

August 14, 2025

SENT VIA E-MAIL

clerks@stcatharines.ca

Attention: City of St. Catharines

RE: Endorsement of City of St. Catharines' Motion – Elect Respect Pledge

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on August 11, 2025 passed the following resolution:

C-25-150

Moved: Councillor Korstanje

Seconded: Councillor Howe

Resolved that Council endorse the City of St. Catharines' motion regarding an Elect Respect Pledge.

If you require any additional information, please let me know.

Regards,

Victoria Steele
Town Clerk

CC:

Association of Municipalities of Ontario (resolutions@amo.on.ca)

Ontario's Big City Mayors (info@obcm.ca)

Federation of Canadian Municipalities (info@fcm.ca)

Dean Allison (dean.allison@parl.gc.ca)

Sam Oosterhoff (sam.oosterhoffco@pc.ola.org)

Chris Bittle (chris.bittle@parl.gc.ca)

Jennie Stevens (jstevens-co@ndp.on.ca)

Fred Davies (fred.davies@parl.gc.ca)

Jeff Burch (jburch-co@ndp.on.ca)

Tony Baldinelli (tony.baldinelli@parl.gc.ca)

Wayne Gates (wgates-co@ndp.on.ca)

Michelle Seaborn (michelle.seaborn@niagararegion.ca)

Niagara Regional Police (info@niagarapolice.ca)

Ontario Provincial Police (opp.media@opp.ca)

Royal Canadian Mounted Police (rcmp.hqmediarelations-dgreationsmedias.grc@rcmp-grc.gc.ca)

Mayors and Regional Chairs of Ontario

ATTCH: Elect Respect Pledge Our File 10.12.1

July 30, 2025

Association of Municipalities of Ontario
155 University Ave | Suite 800
Toronto, ON M5H 3B7

Sent via email: resolutions@amo.on.ca

**Re: Elect Respect Pledge
Our File 10.12.1**

To Whom it May Concern,

At its meeting of July 14, 2025, St. Catharines City Council approved the following motion:

WHEREAS democracy is healthy when everyone is able to participate fully and safely and contribute to the well-being of their community; and

WHEREAS we are witnessing the dissolution of democratic discourse and respectful debate across all levels of government and in neighbouring jurisdictions; and

WHEREAS Ontario's municipally elected officials are dealing with increasingly hostile, unsafe work environments facing threats and harassment; and

WHEREAS social media platforms have exacerbated disrespectful dialogue, negative commentary, and toxic engagement which disincentivizes individuals, especially women and candidates from diverse backgrounds from running for office; and

WHEREAS better decisions are made when democracy is respectful and constructive and the voices of diverse genders, identities, ethnicities, races, sexual orientation, ages and abilities are heard and represented around municipal council tables; and

WHEREAS the Association of Municipalities of Ontario's Healthy Democracy Project has identified concerning trends with fewer people voting in local elections and running for municipal office; and

WHEREAS in 2024, female elected representatives from across Halton formed a group called H.E.R. (Halton Elected Representatives) which pledged to speak out against harassment and negativity in politics and called on elected officials to uphold the highest standards of conduct; and

WHEREAS H.E.R. Halton has launched a campaign called Elect Respect to promote the importance of healthy democracy and safe, inclusive, respectful work environments for all elected officials that encourages individuals to participate in the political process; and

WHEREAS on June 5, 2025, the Canadian Association of Feminist Parliamentarians launched a non-partisan “Parliamentary Civility Pledge” to encourage all parliamentarians to commit to end workplace harassment and increase civility on Parliament Hill, modelled after the pledge developed in Halton by representatives of H.E.R.;

NOW THEREFORE BE IT RESOLVED:

THAT City of St. Catharines Council supports the Elect Respect pledge and commits to:

- Treat others with respect in all spaces—public, private, and online,
- Reject and call out harassment, abuse, and personal attacks,
- Focus debate on ideas and policies, not personal attacks,
- Help build a supportive culture where people of all backgrounds feel safe to run for and hold office,
- Call on relevant authorities to ensure the protection of elected officials who face abuse or threats, and
- Model integrity and respect by holding one another to the highest standards of conduct; and

BE IT FURTHER RESOLVED That City of St. Catharines Council calls on elected officials, organizations and community members to support the Elect Respect campaign and sign the online pledge at www.electrespect.ca; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Association of Municipalities of Ontario, Ontario’s Big City Mayors, the Federation of Canadian Municipalities, Mayors and Regional Chairs of Ontario, relevant MPs and MPPs, Regional Police, the Ontario Provincial Police and the Royal Canadian Mounted Police.

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Donna Delvecchio, Acting City Clerk
Legal and Clerks Services, Office of the City Clerk
:av

cc: Ontario Big City Mayors
The Federation of Canadian Municipalities

Mayors and Regional Chairs of Ontario
MPs and MPPs
Regional Police
The Ontario Provincial Police
Royal Canadian Mounted Police



West Nipissing Oust

CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

Council - Committee of the Whole

Resolution # 2025-263

Title: Approve Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest

Date: August 12, 2025

Moved by: Councillor Fern Pellerin

Seconded by: Councillor Kaitlynn Nicol

WHEREAS the Province of Ontario, through the Ministry of Natural Resources and Forestry, is planning to begin aerial spraying of glyphosate-based herbicides in late August 2025 in the Nipissing Forest; and

WHEREAS the Nipissing Forest covers a significant portion, if not all, of the Municipality of West Nipissing, and residents and ecosystems may be impacted by this activity; and

WHEREAS new scientific evidence published since Health Canada's last assessment of glyphosate in 2017 has linked glyphosate-based end-use products to cancer, metabolic and neurological diseases, reproductive toxicity, and ecosystem harm; and

WHEREAS the Province of Quebec banned the use of glyphosate for forestry purposes in 2001 and replaced aerial herbicide spraying with manual forest thinning as a safer alternative forest management method; and

WHEREAS many residents have expressed concern regarding the potential environmental and public health risks associated with aerial spraying of glyphosate-based herbicides;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of West Nipissing formally request that the Honourable Mike Harris Jr., Minister of Natural Resources and Forestry, reconsider the planned use of glyphosate-based herbicides in the Nipissing Forest and suspend the aerial spraying initiative until further independent research and updated risk assessments are completed and reviewed; and

BE IT FURTHER RESOLVED THAT this resolution be forwarded to:

The Honourable Mike Harris Jr., Minister of Natural Resources and Forestry

The Honourable Sylvia Jones, Minister of Health

MPP John Vanthof, Timiskaming–Cochrane

AMO (Association of Municipalities of Ontario)

FONOM (Federation of Northern Ontario Municipalities)

All municipalities within Northeastern Ontario

CARRIED

Ministry of Natural Resources

Development and Hazard Policy
Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

Ministère des Richesses naturelles

Direction de la politique d'exploitation des
ressources et des risques naturels.
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7



August 08, 2025

Subject: Proposed updates to certain operational policies under the *Aggregate Resource Act*

Hello,

Ontario's aggregate industry plays a key role in our government's vision to build Ontario, supporting vital development and jobs across the province. At this time, MNR is proposing updates to certain operational policies under the *Aggregate Resources Act*.

Over the last six years, changes to the Act, regulation, and the development of the Aggregate Resources of Ontario Standards, have left several aggregate resources policies outdated and/or inaccurate. New requirements and provisions introduced through these changes also need to be supported with new policy direction.

In a continued effort to clarify requirements and improve efficiencies, three policies are proposed to be updated (replacing seven outdated policies) related to new aggregate licence/permit applications addressing Water Report, Cultural Heritage Report, and Matters to be Considered in the Issuance of a Licence. One new policy based on the 2020 requirements in the Standards, Maximum Predicted Water Table Report is being proposed. In addition, the government is focused on reducing burden to businesses; this is why we are proposing to rescind 28 policies that are outdated or unnecessary.

Updated policies are an important step in modernizing the Ministry's aggregate program, ensuring transparency and consistency in program delivery, and providing certainty to industry and the public about the Ministry's expectations.

A complete summary of the proposed policy changes can be found on the [Environmental Registry](#) (search for notice: 025-0216) for a 48-day commenting period ending September 25, 2025.

We invite you to review the changes and offer comments.

There are several ways you can comment on this proposal, including:

1. Directly through the Environmental Registry posting (click on the "Submit a comment" button)

2. By email to aggregates@ontario.ca, or
3. By mail to:

Resources Development Section
Ministry of Natural Resources
300 Water Street, 2nd Floor South
Peterborough, ON K9J 3C7

For questions, contact Sheena Tower at aggregates@ontario.ca.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Keyes".

Jennifer Keyes

Director, Development and Hazard Policy Branch

Ministry of Natural Resources

Development and Hazard Policy
Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

Ministère des Richesses naturelles

Direction de la politique d'exploitation des
ressources et des risques naturels.
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7



August 13, 2025

Subject: Proposed regulations to support the implementation of the proposed
Geologic Carbon Storage Act, 2025, if passed by the Legislature

Hello,

Over the past three years, the Ministry of Natural Resources (MNR) has been taking a measured and phased approach to enabling and regulating geologic carbon storage (further referred to as carbon storage) in Ontario. Carbon storage is new to the province and developing a comprehensive framework to regulate this activity would help ensure that it is done responsibly, with measures in place to safeguard people and the environment.

Carbon storage involves injecting captured carbon dioxide into deep geological formations for permanent storage. This technology could provide industries in Ontario with a critical tool for managing their emissions and contributing to the achievement of Ontario's emissions reduction targets.

As you may be aware, the proposed *Geologic Carbon Storage Act, 2025* was introduced into the Ontario legislature on May 27th, 2025 as part of [Bill 27, Resource Management and Safety Act, 2025](#). The Bill has now reached second reading in the Legislature, and debate of the Bill will continue after the legislature resumes on October 20th, 2025. The status of the Bill in the legislative process can be viewed on the Legislative Assembly of Ontario [website](#).

The proposed Act, if passed by the Legislature, would require the development of supporting regulations that would cover the detailed regulatory requirements for the authorization of research and evaluation activities, and carbon storage activities, before the Act could be proclaimed and brought into force.

We are writing to notify you that the MNR is seeking feedback on the general content of proposed regulations that are being considered under the proposed *Geologic Carbon Storage Act*, 2025, if it is passed by the Legislature.

More details on the general content of the proposed regulations can be viewed in a proposal notice on the Regulatory Registry, posting # [25-MNRF006](#). Feedback on the proposal can be provided directly to MNR through the email address provided below.

If you would like more information or have any questions, please contact Andrew Ogilvie, Manager of Resources Development Section, at 705-761-5815 or through email: Resources.Development@ontario.ca.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Keyes". The script is cursive and fluid, with the first letter of each word being capitalized and prominent.

Jennifer Keyes
Director, Development and Hazard Policy Branch

From: [Hesselink, Tim](#)
To: [clerk@thamescentre.on.ca](#); [jnethercott@thamescentre.on.ca](#); ["clerk@swox.org"](#); ["cao@elgin.ca"](#); [ojaggard@town.aylmer.on.ca](#); [Allison Adams](#); [Genevieve.Scharback@norfolkcounty.ca](#); [mschulth@london.ca](#); [cherd@centralelgin.org](#); [ttayer@bayham.on.ca](#)
Cc: [Meagher, Tayler](#)
Subject: EPCOR Natural Gas Limited Partnership - Notice of Application
Date: August 18, 2025 7:29:32 PM
Attachments: [Notice_EPCOR_Aylmer_2026_IRM_20250815.pdf](#)
[ENGLP_CVRLTR_AYLMER_IRM_APPL_20250723.pdf](#)
[ENGLP_AYLMER_IRM_APPL_20250723.pdf](#)

You don't often get email from thesselink@epcor.com. [Learn why this is important](#)

Hello all,

Please find attached the notice of application for EPCOR Natural Gas Limited Partnership's application for rates effective January 1, 2026 (Aylmer). The application has also been included and the supporting excel schedules can be found on the Ontario Energy Board's site [here](#)

You are receiving this message as you are a listed party on the Ontario Energy Board's letter of direction in this hearing.

Regards,
 Tim



Tim Hesselink, CPA

Senior Manager, Regulatory Affairs
 EPCOR Ontario
 43 Stewart Road, Collingwood, ON
 T: 249.225.5104
epcor.com

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Aug 12, 2025

Niagara Region

Dear Ann-Marie Norio:

Re: Endorse the Development of a Code of Conduct for Human Trafficking Prevention in Niagara Region

This is to confirm that at the Aug 11, 2025 Council Meeting the following resolution was adopted with respect to the above noted matter:

WHEREAS human trafficking in Niagara is currently a persistent challenge impacting the hospitality and tourism sectors;

WHEREAS human trafficking is a critical issue due to the region's proximity to the U.S. border and the thriving tourism and hospitality sectors, which create environments where sexual and labour exploitation can go unnoticed;

WHEREAS women, newcomers, racially-marginalized people, people experiencing poverty, people living with disabilities, and children in the child welfare system are disproportionately targeted and impacted by the harms perpetuated by traffickers;

WHEREAS 60% of human trafficking cases in Ontario occur along the corridor linking Toronto and Niagara;

WHEREAS data from the Niagara Regional Police Service comparing 2023 to 2024 indicates the number of human trafficking investigations increased by 61%; the number of victims identified increased by 700%; the number of accused charged increased by 190%; the number of criminal charges laid increased by 75%; and the number of referrals from NRPS' Human Trafficking Unit to Victim Services Niagara increased by 133%;

WHEREAS human trafficking thrives in secrecy, but with leadership and commitment, local government can be on the front line of prevention and protection;

WHEREAS local businesses and organizations are key to preventing human trafficking through proactive measures such as The 4 Ps: prevention, protection, partnership, and prosecution;

WHEREAS local area municipalities have already begun to assist in making the Niagara region inhospitable to human traffickers;

WHEREAS Tools of Empowerment for Success (TOES) Niagara and Brock University have undertaken work funded by Women and Gender Equality Canada to develop a Code of Conduct to Prevent Human Trafficking in the Niagara Region through education, increasing awareness, and providing resources, including prevention strategies; and

WHEREAS TOES Niagara and Brock University created a Steering Committee of representatives from across tourism, business, education, law enforcement, government, and non-profit sectors to engage in broad community collaboration through focus groups, surveys, and feedback sessions to develop the Code of Conduct for Human Trafficking Prevention in the Niagara Region.

NOW THEREFORE BE IT RESOLVED:

1. That Township of West Lincoln **RECOGNIZE** that human trafficking in Niagara has serious impacts on the health and wellness of local residents and their families, as well as negative economic impacts on local businesses and communities;
2. That Township of West Lincoln **ENDORSE** the work of TOES Niagara and Brock University in developing a Code of Conduct for the Prevention of Human Trafficking in the Niagara Region;
3. That Township of West Lincoln **COMMIT** to reviewing and assessing the applicable local government sectoral guidelines and responsibilities outlined in The Code upon its finalization, with the intent to implement measures that align with Regional priorities and capacity;
4. That Township of West Lincoln **WRITE** letters to all of Niagara's 12

Local Area Municipalities encouraging them to also endorse the work of TOES Niagara and Brock University in the development of the Code of Conduct for the Prevention of Human Trafficking in the Niagara Region and commit to reviewing and assessing the applicable local government sectoral guidelines and responsibilities outlined in The Code upon its finalization, with the intent to implement measures that align with municipal priorities and capacity; and

5. That a copy of this motion **BE SENT** to Niagara's four MPs; Niagara's four MPPs; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); Mayors and Regional Chairs of Ontario (MARCO); Ontario's Big City Mayors (OBCM); and the Ontario and Canadian Associations of Chiefs of Police.

If any further information is required, please contact the undersigned at 905-957-3346, Ext 5129.

Yours Truly,



Justin J. Paylove
Manager, Legislative Services/Clerk
jpayscale@westlincoln.ca

JJP/jmt

cc. Dean Allison, MP
Sam Oosterhoff, MPP
Chris Bittle, MP
Tony Baldinelli, MP
Fred Davies, MP
Jennifer Stevens, MPP
Wayne Gates, MPP
Jeff Burch, MPP
Federation of Canadian Municipalities
Association of Municipalities of Ontario
Niagara Region Municipalities
Mayors and Regional Chairs of Ontario (MARCO)
Ontario's Big City Mayors (OBCM)
Ontario and Canadian Associations of Chiefs of Police

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 25-48**

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

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

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

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

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

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on September 4, 2025 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 4th day of September, 2025.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of September, 2025.

Mayor, D. Giguère

Clerk, A. Adams