The Corporation of the Township of Malahide

A G E N D A

June 2, 2016 – 7:30 p.m.

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

(A) Disclosure of Pecuniary Interest

(B) Approval of Previous Minutes RES 1 (Pages 8 - 20)

(C) Presentations/Delegations/Petitions

   (i) Public Meeting – Zoning By-law Amendment Application of Bensen and Debra Chilcott relating to property at Part Lot 35, Concession 9, Malahide. RES 2 - 4 (Pages 21 - 30)

   (ii) Public Meeting – Zoning By-law Amendment Application of Raymond and Alice DeCoutere relating to property at Part Lot 10, Concession 5, Hamlet of South Gore, Malahide. RES 5 – 7 (Pages 31 - 40)

   (iii) Presentation – Robert Foster, Auditor, Graham Scott Enns – Presentation of 2015 Audited Financial Statements. RES 8 (Pages 41 - 74)

   (iv) Presentation – Recognition of Brent Smith obtaining the CMM III Fire Service Professional Designation. (Page 75)

(D) Reports of Departments:

   (i) Director of Fire & Emergency Services
- Emergency Services Activity Report – April. RES 9 (Pages 76 - 80)
- Training Facility Rental Agreement. RES 10 (Pages 81 - 103)

(ii) Director of Physical Services
- Tender Award: Vienna Line Pulverizing. RES 11 (Pages 104 - 105)

(iii) Director of Community & Corporate Services

(iv) Director of Financial Services

(iv) CAO/Clerk
- Elgin Innovation Centre – Servicing Agreement. RES 12 (Pages 106 - 115)
- Elgin Innovation Centre – Boundary Adjustment. RES 13 (Pages 116 - 118)

(E) Reports of Committees/Outside Boards

(F) Correspondence RES 14


2. Municipality of North Middlesex, United Counties of Prescott and Russell, and Township of Killaloe, Hagarty and Richards – Donations made to Fort McMurray, Alberta, to assist with loss from wildfire destruction. (Pages C6 - 10)

3. Township of Augusta – Supporting Resolution from Niagara Region requesting the Province to increase funding for research and treatment for Lyme disease. (Page C11)

4. Township of Champlain – Supporting request from Laurie Scott MPP Haliburton-Kawartha Lakes-Brock, regarding Bill 158, Saving the Girl Next Door Act, 2016. (Malahide Township supported this Resolution on April 21, 2016). (Page C12 - 15)


7. Municipality of Central Elgin – Notice of Public Meeting for Zoning By-law Amendments relating to the following properties:
(i) 10461 Dalewood Road. (Page C18)
(ii) 43901 Fruit Ridge Line. (Page C19)
(iii) 588 and 592 George Street. (Page C20)
(iv) 43850 Ferguson Line. (Page C21)
(v) 43933 Truman Line. (Page C22)
(vi) 44270 Talbot Line. (Page C23)

(G) Other Business

(i) Councillor Mark Wales – Request for endorsement for appointment to the position of Director, Rural Caucus on the AMO Board of Directors. RES 15

(ii) Mark and Angela Nemchuck – Correspondence requesting speed reduction, speed bumps, and tar and chip treatment on Catt Line. RES 16 (Page 119)

(H) By-laws

(i) By-law No. 16-40 – Agreement with The Corporation of the Town of Ingersoll for use of Firefighting Training Facility. RES 17 (Pages 120)

(ii) By-law No. 16-42 – Servicing Agreement with The Corporation of the Town of Aylmer for water and waste water services to the Elgin Innovation Centre. RES 18 (Pages 121 - 122)

(iii) By-law No. 16-43 – Agreement with Duncor Enterprises Inc. for supply and placement of Micro Surfacing Type 3, Single and Double Surface Treatment. RES 19 (Pages 123 - 127)

(I) Closed Session RES 20 and 21

(i) Labour Relations or Employee Negotiations and/or Personal Matter about an Identifiable Individual relating to Malahide Fire Services.

(J) Confirmatory By-law RES 22 (Page 128)

(K) Adjournment RES 23
PLEASE NOTE that the draft resolutions provided below DO NOT represent decisions already made by the Council. They are simply intended for the convenience of the Council to expedite the transaction of Council business. Members of Council will choose whether or not to move the proposed draft motions and the Council may also choose to amend or defeat them during the course of the Council meeting.

1. THAT the minutes of the regular meeting of the Council held on May 19, 2016 be adopted as printed and circulated.

2. THAT the Public Meeting concerning the Zoning By-law Amendment Application of Bensen and Debra Chilcott relating to the property located at Lot 35, Concession 9, be called to order at 7:30 p.m.

3. THAT the Public Meeting relating to Zoning By-law Amendment Application of Bensen and Debra Chilcott relating to the property located at Lot 35, Concession 9, be adjourned and the Council meeting reconvene at 7:__ p.m.

4. THAT By-law No. 16-38, being a By-law to amend Zoning By-law No. 05-27 insofar as it relates to the property owned by Bensen and Debra Chilcott, located at Lot 35, Concession 9, be given first, second and third readings, and properly signed and sealed.

5. THAT the Public Meeting concerning the Zoning By-law Amendment Application of Raymond and Alice DeCoutere relating to the property located at Lot 10, Concession 5, be called to order at 7:30 p.m.

6. THAT the Public Meeting relating to Zoning By-law Amendment Application of Raymond and Alice DeCoutere relating to the property located at Lot 10, Concession 5, be adjourned and the Council meeting reconvene at 7:__ p.m.

7. THAT By-law No. 16-39, being a By-law to amend Zoning By-law No. 05-27 insofar as it relates to the property owned by Raymond and Alice DeCoutere, located at Lot 10, Concession 5, be given first, second and third readings, and properly signed and sealed.

8. THAT the 2015 Audited Financial Statements, as prepared by Graham, Scott and Enns, and presented by Rob Foster, be received;

AND THAT the Mayor be authorized to sign the following documents on behalf of the Malahide Township Council:
1. Audit Planning Letter from Graham, Scott, Enns dated December 1, 2015; and,


10. THAT Report No. F-16-11 entitled “Training Facility Rental Agreement” be received;

AND THAT the Training Facility Rental Agreement with the Town of Ingersoll for the rental of the Firefighting Training Facility located at 110 Mutual Street North, Ingersoll, Ontario, be approved.

11. THAT Report No. PS-16-23 entitled “Tender Award: Vienna Line Pulverizing” be received;

AND THAT Tender R-16-08 for the Vienna Line Pulverizing be awarded to Claussen Farms Custom Farming, of Brucefield, Ontario, in the amount of $8,925.00 (plus applicable taxes).

12. THAT Report No. CAO-16-04 entitled “Elgin Innovation Centre – Servicing Agreement” be received;

AND THAT the attached Draft Servicing Agreement be approved and be forwarded to the Town of Aylmer for its consideration and approval.

13. THAT Report No. FIN-16-14 entitled “Elgin Innovation Centre – Boundary Adjustment” be received;

AND THAT, subject to the concurrence of the Town of Aylmer Council and the County of Elgin Council, the Municipal Staff be directed to proceed with the restructuring process as required under the Municipal Act, 2001 in order to incorporate the entire EIC property into the Town of Aylmer municipal boundary.

14. THAT the following correspondence be noted and filed:


3. Township of Augusta – Supporting Resolution from Niagara Region requesting the Province to increase funding for research and treatment for Lyme disease.

4. Township of Champlain – Supporting request from Laurie Scott MPP Haliburton-Kawartha Lakes-Brock, regarding Bill 158, Saving the Girl Next Door Act, 2016. (Malahide Township supported this Resolution on April 21, 2016).


7. Municipality of Central Elgin – Notice of Public Meeting for Zoning By-law Amendments relating to the following properties:
   (i) 10461 Dalewood Road.
   (ii) 43901 Fruit Ridge Line.
   (iii) 588 and 592 George Street.
   (iv) 43850 Ferguson Line.
   (v) 43933 Truman Line.
   (vi) 44270 Talbot Line.

15. THAT the Council of The Corporation of the Township of Malahide does hereby endorse Councillor Mark Wales for the position of Director, Rural Caucus, AMO Board of Directors;

AND THAT the Council assumes all costs associated with the role of Councillor Mark Wales on the AMO Board of Directors.

16. THAT the correspondence received from Mark and Angela Nemchuck, of Catt Line, requesting a speed limit reduction, speed bumps, and tar and chip treatment on Catt Road, be referred to Municipal Staff for review and a report back to the Municipal Council.

17. THAT By-law No. 16-40, being a By-law to authorize the execution of an Agreement with The Corporation of the Town of Ingersoll for rental of the Firefighting Training Facility in Ingersoll, be given first, second and third readings, and be properly signed and sealed.

18. THAT By-law No. 16-42, being a By-law to authorize the execution of a Serving Agreement with The Corporation of the Town of Aylmer for water
and waste water services to the Elgin Innovation Centre, be given first, second and third readings, and be properly signed and sealed.

19. THAT By-law No. 16-43, being a By-law to authorize the execution of an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing Type 3, Single and Double Surface Treatment, be given first, second and third readings, and be properly signed and sealed.

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

   i) Labour Relations or Employee Negotiations and/or Personal Matter about an Identifiable Individual relating to Malahide Fire Services.

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

22. THAT By-law No. 16-41, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

23. THAT the Council adjourn its meeting at p.m. to meet again on June 16, 2016, at 7:30 p.m.
The Corporation of the Township of Malahide

May 19, 2016 – 7:30 p.m.

The Malahide Township Council met in the Council Chambers located in the Springfield & Area Community Service Building, at 51221 Ron McNeil Line, Springfield, at 7:30 p.m. with the following present:

**Council:** Mayor D. Mennill, Deputy Mayor M. Wolfe, Councillor M. Widner, Councillor M. Moore, Councillor R. Cerna, Councillor M. Wales, and Councillor C. Glinski.

**Staff:** Chief Administrative Officer M. Casavecchia-Somers, Director of Financial Services S. Dieleman, Director of Community and Corporate Services E. DiMeo, Director of Fire and Emergency Services B. Smith, Director of Physical Services R. Johnson and Deputy Clerk D. Wilson.

**CALL TO ORDER:**

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

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

Councillor Widner disclosed a pecuniary interest with respect to Item 2 on the Confidential Agenda being a Proposed or Pending Acquisition or Disposition of Land Matter relating to Malahide Fire Services.

**MINUTES:**

No. 16-99
Moved by: Mike Wolfe
Seconded by: Max Moore

THAT the minutes of the regular meeting of the Council held on May 5, 2016 be adopted as printed and circulated.

Carried.
PRESENTATIONS/DELEGATIONS/PETITIONS:

Public Meeting – Zoning By-law Amendment Application as submitted by Leslie James Gregg and Jo-Anne Gordon Gregg relating to property located at Part Lot 15, Concession 9.

No. 16-100
Moved by: Mark Widner
Seconded by: Rick Cerna

THAT the Public Meeting concerning the Zoning By-law Amendment Application of Leslie James Gregg and Jo-Anne Gordon Gregg relating to the property located at Lot 15, Concession 9, Geographic Township of South Dorchester, be called to order at 7:31 p.m.

Carried.

Mayor Mennill advised that the purpose of this Public Meeting is to consider an application to change the zoning of the subject property from Agricultural Residential (AR) Zone to Site Specific Agricultural Residential.

Mayor Mennill asked the Deputy Clerk to advise and confirm on the method and date of notice given for this meeting. The Deputy Clerk advised that notice of the meeting was given in the prescribed manner by publication in a newspaper of general circulation at least twenty days prior to this meeting. This public meeting was advertised in the Aylmer Express on April 27 and May 4, 2016. In addition, affected property owners within 120 meters were sent a notice by prepaid first class mail that was posted at least twenty days prior to this meeting.

Mayor Mennill requested the Director of Community and Corporate Services to provide an overview of the application. The Director advised the Amendment is to change the zoning on existing residential lot which is occupied by a single detached dwelling and detached garage from the Agricultural Residential Zone to a Site Specific Agricultural Residential Zone. The rezoning would permit the construction of an accessory building, described as a barn or drive shed, having a floor area of approximately 300 sq meters whereas the maximum floor area of 93 sq meters is stipulated in the Zoning By-law. In addition, the rezoning would permit the accessory building to be erected in the front yard approximately 70 meters from the front lot line whereas the single detached dwelling is situated approximately 74 meters from the front lot line.

The Mayor asked the applicant and/or their agent to provide any additional information and there was none.

Mayor Mennill asked the Deputy Clerk to provide any comments received from the circulated agencies and landowners. The Deputy Clerk advised that one
letter was received from the Catfish Creek Conservation Authority indicating no objections.

Mayor Mennill asked if any person in attendance wished to make any comments regarding the application and there were none.

Mayor Mennill thanked those in attendance and advised that the Council will consider all comments received when making its final decision on the application.

No. 16-101
Moved by: Mark Widner
Seconded by: Mark Wales

THAT the Public Meeting relating to Zoning By-law Amendment Application of Leslie James Gregg and JoAnne Gordon Gregg relating to the property located at Lot 15, Concession 9, be adjourned and the Council meeting reconvene at 7:33 p.m.

Carried.

No. 16-102
Moved by: Max Moore
Seconded by: Rick Cerna

THAT By-law No. 16-30 being a By-law to amend Zoning By-law No. 05-27 insofar as it relates to the property owned by Leslie James Gregg and Jo-Anne Gordon Gregg, located at Lot 15, Concession 9, be given first, second and third readings, and properly signed and sealed.

Carried.

Presentation – Brad Fishleigh, Elgin OPP, relating to 2015 Year End Report and Quarterly Report.

Inspector Brad Fishleigh, Detachment Commander of Elgin Ontario Provincial Police, appeared before the Council to respond to questions regarding the Elgin County OPP 2015 Year End Report and Quarterly Report.


Inspector Fishleigh indicated that the Province was in the process of legislating
Community Safety Plans for all municipalities. He indicated that the Province’s goal was to have various community groups/agencies work together to generate a plan that will create a safer community.

No. 16-103
Moved by: Mike Wolfe
Seconded by: Rick Cerna

THAT the presentation received from Inspector Brad Fishleigh, Detachment Commander of the Elgin County Ontario Provincial Police, providing an update on the OPP 2015 Year End Report and Quarterly Report be received.

Carried.

The Mayor thanked Inspector Fishleigh for his presentation and he retired from the meeting.

Presentation – Alan Smith and Katherine Thompson, Elgin County Economic Development Department, relating to County of Elgin economic development activities.

Alan Smith and Katherine Thompson, of the Elgin County Economic Development Department, appeared before the Council to provide an update on various Elgin County economic development activities.

Mr. Smith indicated that the priorities for economic development were to improve support for local business, revitalization of downtowns, invest in local infrastructure and improve marketing and promotion of local and regional assets.

Mr. Smith stated that the goals of the Elgincentives Community Improvement Plan were to stimulate economic growth and diversification, to improve quality of place for residents and visitors, and to improve the stability and sustainability of the tax base. He noted that the success of the Elgin County Conference Series and invited Malahide Councillors to attend future workshops.

Ms. Thompson provided information on marketing and tourism initiatives, noting the County’s use of social media including two County economic development and tourism websites, Facebook, Twitter, Instagram and Pinterest.

No. 16-104
Moved by: Mike Wolfe
Seconded by: Rick Cerna

THAT the presentation received from Alan Smith and Katherine Thompson, of the Elgin County Economic Development Department, providing an update on Elgin County economic development activities be received.
Carried.

The Mayor thanked Mr. Smith and Ms. Thompson for their presentation and they retired from the meeting.

REPORTS:

Director of Physical Services


No. 16-105
Moved by: Max Moore
Seconded by: Chester Glinski


Carried.

- Malahide Distribution System DWQMS Operational Plan: Revision to Element 3 (Commitment and Endorsement)

No. 16-106
Moved by: Mark Widner
Seconded by: Mark Wales

THAT Report No. WWOM-16-04 entitled “Malahide Distribution System DWQMS Operational Plan: Revision to Element 3 (Commitment and Endorsement)” be received;

AND THAT the Council of the Township of Malahide does hereby endorse the Operational Plan and does hereby authorize the Mayor and CAO/Clerk to sign Element 3 (Commitment and Endorsement).

Carried.

- Port Burwell Area Secondary and Aylmer Area Secondary DWQMS Operational Plan: Revision to Element 3 (Commitment and Endorsement)

No. 16-107
Moved by: Rick Cerna
THAT Report No. WWOM-16-05 entitled “Port Burwell Area Secondary and Aylmer Area Secondary DWQMS Operational Plan: Revision to Element 3 (Commitment and Endorsement)” be received;

AND THAT the Mayor and Council of the Township of Malahide, on behalf of the Aylmer Area Secondary Water Supply System Joint Board of Management, endorses the Operational Plan and does hereby authorize the Mayor and CAO/Clerk to sign Element 3 (Commitment and Endorsement);

AND THAT the Mayor and Council of the Township of Malahide, on behalf of the Port Burwell Area Secondary Water Supply System Joint Board of Management, endorses the Operational Plan and does hereby authorize the Mayor and CAO/Clerk to sign Element 3 (Commitment and Endorsement).

Carried.

- Notice of Funding: Continuous Improvement Fund

No. 16-108
Moved by: Chester Glinski
Seconded by: Mark Wales

THAT Report No. PS-16-17 entitled “Notice of Funding: Continuous Improvement Fund” be received;

AND THAT the Council does hereby authorize the withdrawal of $3,586.00 from the Waste Management Reserve to complete the Curbside Waste Audit.

Carried.

- Boundary Road Agreement: The Township of South-West Oxford

No. 16-109
Moved by: Max Moore
Seconded by: Rick Cerna

THAT Report No. PS-16-18 entitled “Boundary Road Agreement: The Township of South-West Oxford” be received;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with the Township of South West Oxford for the purposes of highway maintenance and repair services on boundary roads.
Carried.

- Award of Inspection Services: 2016 Bridge and Culvert Inspection

No. 16-110
Moved by: Mark Widner
Seconded by: Mark Wales

THAT Report No. PS-16-19 entitled “Award of Inspection Services: 2016 Bridge and Culvert Inspection” be received;

AND THAT the 2016 Bridge and Culvert Inspection be awarded to MEDA Limited, of Windsor, Ontario, in the amount of $8,880.22 (inclusive of HST) being the upset limit to complete the work;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with MEDA Limited, of Windsor, Ontario for the purpose of completing the 2016 Bridge and Culvert Inspection.

Carried.

- Waste Management Program: 2015 Results

No. 16-111
Moved by: Mark Wales
Seconded by: Chester Glinski

THAT Report No. PS-16-20 entitled “Waste Management Program: 2015 Results” be received;

AND THAT the 2017 annual bag tag allotment be established at 76 bag tags, being equivalent to 1.5 tags per week, per eligible property in accordance with the eligibility criteria previously adopted by the Council.

Carried.

Director of Community and Corporate Services

- No Parking Area – Port Bruce Provincial Park

No. 16-112
Moved by: Mark Wales
Seconded by: Rick Cerna

THAT Report No. CCS-16-18 entitled “No Parking Area – Port Bruce Provincial Park” be received;
AND THAT the Municipal Staff be authorized and directed to forward a request to the County of Elgin to designate a “No Parking” area along Imperial Road in Port Bruce, adjacent to the proposed accessible entrance to the Port Bruce Provincial Park, in order to accommodate access to the Park/beach area.

AND THAT, subject to the approval of the County of Elgin, the Municipal Staff be authorized and directed to take the necessary actions to implement the “No Parking” area.

Carried.

   Director of Financial Services

   - 2015 Development Charges

No. 16-113
Moved by: Mark Widner
Seconded by: Max Moore

THAT Report No. FIN-16-13 entitled “2015 Development Charges” be received;

AND THAT a copy of this statement be posted to the Township website.

Carried.

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 16-114
Moved by: Max Moore
Seconded by: Mark Wales

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

i) Long Point Region Conservation Authority Board of Directors Minutes of April 6, 2016.

Carried.

CORRESPONDENCE:

No. 16-115
Moved by: Mark Wales
THAT the resolution of the Township of North Stormont encouraging the Ontario Energy Board to make natural gas services available to all of Eastern Ontario be supported;

AND THAT the Ontario Energy Board be encouraged to make natural gas services available to, not only those in Eastern Ontario, but to everyone in Ontario.

Carried.

No. 16-116
Moved by: Mark Wales
Seconded by: Mark Widner

THAT the following correspondence be noted and filed:


2. Township of Champlain – Resolution requesting the Province to place a moratorium on solar farms and wind turbines and complete a review of the Green Energy Act.

3. Niagara Region – Resolution requesting the Province to increase funding for research and treatment for Lyme disease.


5. Township of Clearview, Township of South Stormont, Township of Edwardsburgh Cardinal, Town of Aurora, Township of Dorion, Township of Augusta – Supporting request from Laurie Scott, MPP Haliburton-Kawartha Lakes-Brock, regarding Bill 158, Saving the Girl Next Door Act, 2016. (Malahide Township supported this Resolution on April 21, 2016).

6. Town of Aylmer – Notice of Passing of Temporary Use Zoning By-law relating to 226 Talbot Street, West, Aylmer.

7. Municipality of Central Elgin – Notice of Passing of Zoning By-law Amendment:
   - 347 Colborne Street, Port Stanley.
   - 45767 and 45775 Elm Line, Yarmouth.
8. Elgin County Land Division Committee – Notice of Application for Consent:
   - Application E19/16 - David, Fannie, Noah and Irene Jantzi and Reuben and Dorothy Eicher relating to property at Part Lots 28 and 101, Concession Gore North Talbot Road.
   - Application E20/16 – Wayne and Wendy Hiepleh relating to property at Part Lot 18, Concession 12.


Carried.

OTHER BUSINESS:

There was no other business presented.

BY-LAWS:

- By-law No. 16-33 – Agreement with South-West Oxford for Boundary Road Maintenance

No. 16-117
Moved by: Mark Widner
Seconded by: Mike Wolfe

THAT By-law No. 16-33, being a By-law to authorize the execution of an Agreement with South-West Oxford for the maintenance and repair of the boundary road, be given first, second and third readings, and be properly signed and sealed.

Carried.

- By-law No. 16-34 – Amendment to By-law No. 13-30 – A. A. Taylor Drain

No. 16-118
Moved by: Mike Wolfe
Seconded by: Mark Wales

THAT By-law No. 16-34, being a By-law to amend By-law No. 13-30 for the construction the A. A. Taylor Drain, be given first, second and third readings, and be properly signed and sealed.
Carried.

- By-law No. 16-35 – Amendment to By-law No. 15-43 – Candy Drain

No. 16-119
Moved by: Mark Wales
Seconded by: Max Moore

THAT By-law No. 16-35, being a By-law to amend By-law No. 15-43 for the construction the Candy Drain, be given first, second and third readings, and be properly signed and sealed.

Carried.

- By-law No.16-36 – Amendment to By-law No. 14-66 – Killough Drain

No. 16-120
Moved by: Chester Glinski
Seconded by: Mark Wales

THAT By-law No. 16-36, being a By-law to amend By-law No. 14-66 for the construction the Killough Drain, be given first, second and third readings, and be properly signed and sealed.

Carried.

- By-law No. 16-37 – Contribution Agreement for Canada 150 Community Infrastructure Program

No. 16-121
Moved by: Mark Wales
Seconded by: Max Moore

THAT By-law No. 16-37, being a By-law to authorize the execution of a Contribution Agreement for the Canada 150 Community Infrastructure Program, be given first, second and third readings, and be properly signed and sealed.

Carried.

CLOSED SESSION:

No. 16-122
Moved by: Mark Wales
Seconded by: Chester Glinski
THAT Council move into Closed Session at 9:30 p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:
   i) A Proposed or Pending Acquisition or Disposition of Land Matter relating to Malahide Fire Services.
   ii) A Proposed or Pending Acquisition or Disposition of Land Matter relating to property on Hacienda Road

Carried.

No. 16-123
Moved by: Mike Wolfe
Seconded by: Mark Wales

THAT Council move out of Closed Session and reconvene at 9:55 p.m. in order to continue with its deliberations.

Carried.

The Mayor advised that during the Closed Session, the Council provided direction to the Municipal Staff regarding a Proposed or Pending Acquisition or Disposition of Land Matter relating to Malahide Fire Services.

The Mayor advised that during the Closed Session, the Council provided direction to the Municipal Staff regarding a Proposed or Pending Acquisition or Disposition of Land Matter relating to property on Hacienda Road.

CONFIRMATORY:

No. 16-124
Moved by: Mark Wales
Seconded by: Max Moore

THAT By-law No. 16-32, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried.

ADJOURNMENT:

No. 16-125
Moved by: Chester Glinski
Seconded by: Mark Widner

THAT the Council adjourn its meeting at 9:57 p.m. to meet again on
June 2, 2016, at 7:30 p.m.

Carried.

Mayor – D. Mennill

Clerk – M. Casavecchia-Somers
NOTICE OF PUBLIC MEETING
CONCERNING A PROPOSED
ZONING BY-LAW AMENDMENT
IN THE TOWNSHIP OF MALAHIDE

TAKE NOTICE that the Township of Malahide has received a complete application for a proposed Zoning By-law Amendment.

APPLICANT: Bensen & Debra Chilcott, owner of Part Lot 35, Concession 9, Township of Malahide.

The lands affected by the amendment are situated on the west side of Springer Hill Road between Pressey Line and College Line in the Township of Malahide and are known municipally as 11851 Springer Hill Road.

AND TAKE NOTICE that the Council of the Corporation of the Township of Malahide will hold a public meeting on Thursday, June 2nd, 2016, at 7:30 p.m. in the Malahide Township Council Chambers at the Springfield & Area Community Service Building, 51221 Ron McNeil Line, Springfield to consider a proposed Zoning By-law Amendment under Section 34 of the Planning Act.

THE PURPOSE AND EFFECT of this amendment, as a condition of consent (E 62/15) described by the County of Elgin Land Division Committee as a "lot addition", is to change the zoning of the severed lands, which is comprised of cultivated agricultural lands, from Agricultural (A1) to ‘site-specific’ Agricultural (A1-#). The abutting farm to the south (to which the severed parcel is being conveyed) is also proposed to be zoned ‘site-specific’ Agricultural (A1-#) such that the zoning of the enlarged parcel remains consistent throughout, and permits a lot having less than the minimum lot area requirements (i.e. 20 ha) of the A1 zone. The zoning of the retained parcel, occupied by a single detached dwelling and workshop, is proposed to be re-zoned from Agricultural (A1) to Agricultural Residential (AR) to permit its size and use for continued residential purposes.

ANY PERSON may attend the public meeting and/or make a written or verbal representation in support of or in opposition to the proposed amendment.

IF ANY PERSON OR PUBLIC BODY does not make oral submissions at a public meeting, or make written submissions to the Council of the Corporation of the Township of Malahide before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the Corporation of the Township of Malahide to the Ontario Municipal Board. If a person or public body does not make oral submission at a public meeting, or make written submissions to the Township of Malahide before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

IF YOU WISH to be notified of the adoption of the proposed amendment, or the refusal of a request to amend the Zoning By-law you must make a written request to the undersigned.

ADDITIONAL INFORMATION relating to the proposed amendment may be obtained at the Township Office.

DATED at the Township of Malahide this 5th day of May, 2016.

M. Casavecchia-Somers, CAO/Clerk
Township of Malahide,
87 John Street, South,
Aylmer, Ontario. N5H 2C3
519-773-5344
Memorandum

To/Attention: Township of Malahide
From: Jay McGuffin
Date: May 10, 2016
Project No: 1604-003

Subject: Application to Amend the Township of Malahide Zoning By-Law No. 05-27
Part of Lot 35, Concession 9, Township of Malahide, Ontario
11851 Springer Hill Road
Registered Owner: Bensen & Debra Chilcott

Purpose
An application has been made to amend the Township of Malahide Zoning By-Law No. 05-27 to change the zoning of the severed lands, which is comprised of cultivated agricultural lands, from Agricultural (A1) to ‘site-specific’ Agricultural (A1-#). The abutting farm to the south (to which the severed parcel is being conveyed) is also proposed to be zoned ‘site-specific’ Agricultural (A1-#) such that the zoning of the enlarged parcel remains consistent throughout, and permits a lot having less than the minimum lot area requirements (i.e. 20 ha) of the A1 zone. The zoning of the retained parcel, occupied by a single detached dwelling and workshop, is proposed to be re-zoned from Agricultural (A1) to Agricultural Residential (AR) to permit its size and use for continued residential purposes. The re-zoning has been requested to satisfy conditions of approval for consent (E 62/15) described by the County of Elgin land Division Committee as a “lot addition”.

Subject Site
The severed parcel is legally known as Part Lot 35, Concession 9 in the Township of Malahide and municipally known as 11851 Springer Hill Road, located on the west side of Springer Hill Road between Pressey Road and College Line. The lands being re-zoned (severed, retained and lands being enlarged) in total comprise approximately 11.3 hectares (28 acres).

The parcel to be severed measures approximately 1.6 hectares (4.05 acres) in area with a broken frontage of 106 metres (348 ft) along Springer Hill Road and a depth, at its greatest extent, of 188.5 metres (618 ft). The severed parcel comprises, for the most part, cultivated agricultural lands along with a wooded area in the northwesterly portion of the parcel. The severed parcel is devoid of buildings and structures, and is proposed to be conveyed and merged in name and title with abutting agricultural lands to the south (being 11731 Springer Hill Road) owned by Broek Farm Inc. With the addition of the severed parcel to the larger abutting farm parcel owned by Broek Farm Inc., the area of the re-sized farm would increase from 9.07 hectares (22.42 acres) to approximately 10.7 hectares (26.5 acres).

The balance of the lands, being the parcel being retained, comprise an area of 5,885.3 square metres (1.5 acres), a frontage of 66.5 metres (218 ft) on Springer Hill Road and a depth of 88 metres (289 ft). The retained parcel is occupied by a single detached dwelling and a work shop. Access is provided by
means of an existing driveway entrance to Springer Hill Road. Services are provided by means of a private on-site water supply and a private on-site sanitary sewage system.

No change in the use of either the lands being severed or retained is proposed. No new lot is being created.

In their entirety, the lands are designated ‘Agriculture’ on Schedule ‘A1’ of the Township of Malahide Official Plan. The lands are also identified as having a ‘Natural Gas Reserves’ overlay.

The lands being severed, retained and the abutting lands to which the severed lands are being added to (i.e. lands owned by Broek Farm Inc.) are zoned Agricultural (A1) on Schedule “A”, Map 40 of the Township of Malahide Zoning By-Law No. 05-27.

Provincial Policy Statement
With respect to lot additions and enlargements, the Provincial Policy Statement (PPS) states as follows:

"Legal or technical reasons" is defined in the PPS as follows:

Legal or technical reasons: means severances for purposes such as easements, corrections of deeds, quit claims, and minor boundary adjustments, which do not result in the creation of a new lot. (page 43)

When considered against the relative size of the abutting farm parcel which is being enlarged, and the apparent reasons for the lot addition (i.e. to keep all contiguously cultivated farmland under one operation and ownership), it is submitted that the application for a zoning by–law amendment does not offend the intent of the PPS in this regard. It is noted that the word “minor” is not further or more specifically defined in the PPS, leaving some room for flexibility in interpretation. The boundary adjustments contemplated and permitted in both the County of Elgin Official Plan and the Township of Malahide Official Plan (discussed below) are consistent with the PPS. The application for a Zoning By-law Amendment is considered to be consistent with PPS.

County of Elgin Official Plan
The subject site is located in an ‘Agricultural Area’ designation on Schedule ‘A’ of the County of Elgin Official Plan. Policies regarding lot additions/boundary adjustments in the ‘Agricultural Area’ including the severance of surplus farm dwellings are addressed as follows:

Boundary Adjustments
A consent may be permitted for the purpose of modifying lot boundaries, provided no new building lot is created. In reviewing an application for such a boundary adjustment, the approval authority shall be satisfied that the boundary adjustment will not affect the viability of the use of the properties affected as intended by this Plan. In addition, the approval authority shall be satisfied that the boundary adjustment will not affect the viability of the agricultural parcels affected (Section E1.2.3.2).
In light of the decision of the County of Elgin Land Division Committee to grant the application for consent (E 62/15), the Committee (being in this instance the approval authority) was obviously satisfied that the proposed boundary adjustment is justified and appropriate and will not affect the viability of agricultural parcels. Based on the information provided, the proposed Zoning By-law amendment would be in conformity with the County of Elgin Official.

Malahide Official Plan
The subject site is located in an ‘Agriculture’ designation on Schedule ‘A1’ of the Township of Malahide Official Plan. The westerly portion of the lands being severed is also identified to lie within ‘Natural Gas Reserves’. Policies regarding lot enlargements and boundary adjustments are as follows:

Consents for lot adjustments, lot additions, minor boundary changes, easements and rights-of way, or correction of title are permitted in any land use designation, provided the severed and retained parcels comply with the other applicable requirements of this Plan, and the Zoning Bylaw. (Section 8.7.1.7)

The severance would have the affect of ensuring that all contiguously farmed agricultural land is under one ownership. The subject lands as they currently exist, i.e. the severed and retained parcels having a combined area of 2.2 hectares (5.6 acres), are considerably undersized in terms of their agricultural utility. There is no issue with respect to the removal or loss of productive agricultural land. On the other hand, the agricultural utility of the abutting farmland owned by Broek Farm Inc. would be slightly increased with the addition of the lands being severed. Based on the foregoing, adoption of the proposed zoning by-law amendment is considered to be in conformity with the Township of Malahide Official Plan.

Zoning By-Law No. 05-27
The lands proposed to be severed and retained are zoned Agricultural in the Township of Malahide Zoning By-law. Similarly, the lands to which the severed lands are proposed to be added to (conveyed) are zoned Agricultural (A1). The enlarged parcel would readily satisfy the minimum lot frontage requirement (150 m) of the A1 Zone but would have less than the minimum lot area requirement of 20 hectares. The application of ‘site-specific’ Agricultural (A1-#) zoning is required for both the severed parcel and the abutting lands to which it is being conveyed to for the purposes of addressing this deficiency.

The lands proposed to be retained for residential purposes are to be zoned Agricultural Residential (AR) which permits a range of uses including agricultural home occupations, bed and breakfast establishments or tourist homes, group homes, home occupations, residential and accessory uses. The proposed lot would readily satisfy the minimum lot area and lot frontage requirements (2,000 sq m & 30 m respectively) of the AR zone. A sketch filed with the application (in addition to air photography) confirms that the proposed lots satisfy all of the minimum yard and setback requirements of the AR zone with the exception that the existing workshop is situated in a front yard and closer to the street than the main building (dwelling) contrary to Section 4.2 of the Zoning By-law. A ‘site-specific’ (AR-#) zoning would be required to recognize this deficiency. No other new buildings are proposed on the parcel.
Recommendation

Based on the above analysis, the proposed zoning by-law amendment to rezone the lands to be severed and to be enlarged from Agricultural (A1) to ‘site-specific’ Agricultural (A1-#), and the retained lands from Agricultural (A1) to ‘site-specific’ Agricultural Residential (AR-#) is consistent with the PPS, conforms to the County of Elgin Official Plan and Township of Malahide Official Plan, and maintains the general intent and purpose of the Zoning By-Law.

It is recommended as follows:

- The parcel to be served and the lands being enlarged (i.e. farm parcel to which the severed lands are being conveyed) be re-zoned from Agricultural (A1) to a “site-specific” Agricultural (A1-#) zone to recognize the size and use of the parcel for agricultural purposes and to permit a lot having less than the minimum lot area requirement (20 ha) of the A1 zone.

- The retained parcel be re-zoned from Agricultural (A1) to a “site-specific” Agricultural Residential (AR-#) zone to recognize the size and use of the parcel for residential purposes and to permit an existing accessory building to be situated in a front yard closer to the road than the main building.

Yours very truly,

MONTEITH BROWN PLANNING CONSULTANTS

(digitally signed)

Jay McGuffin, BA, MCIP, RPP
Principal Planner
APPLICATION FOR A ZONING BY-LAW AMENDMENT
Bensen and Debra Chilcott
11851 Springer Hill Road
Part of Lot 35, Concession 9
Township of Malahide

OFFICIAL PLAN DESIGNATION
NATURAL GAS RESERVES

ZONING
A1 AGRICULTURAL
A3 LARGE LOT AGRICULTURAL

LANDS PROPOSED TO BE REZONED FROM AGRICULTURAL (A1) TO SITE-SPECIFIC AGRICULTURAL RESIDENTIAL (AR-#)

LANDS PROPOSED TO BE MERGED WITH ABUTTING PARCEL TO THE SOUTH AND REZONED FROM AGRICULTURAL (A1) TO SITE-SPECIFIC AGRICULTURAL (A1-#)

LANDS PROPOSED TO BE ENLARGED AND REZONED FROM AGRICULTURAL (A1) TO SITE-SPECIFIC AGRICULTURAL (A1-#)
May 24, 2016

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

ATTENTION: Michelle Casavecchia-Somers, CAO/ Clerk

Dear Mrs. Casavecchia-Somers:

SUBJECT: Zoning By-law Amendment
Pt. Lot: 35; Conc.: 9; Township of Malahide
CHILCOTT, Bensen & Debra

Technical staff of the Catfish Creek Conservation Authority has reviewed the subject amendment and have no objections.

You may forward future inquiries on this matter to the attention of the undersigned at this office.

Yours truly,

Tony Difazio
Resource Planning Coordinator

Mission Statement: “To communicate and deliver resource management services and programs in order to achieve social and ecological harmony for the watershed”
THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 16-38

BEING A BY-LAW TO AMEND BY-LAW NO. 05-27

Bensen & Debra Chilcott

WHEREAS the Council of the Corporation of the Township of Malahide deems it necessary to amend Zoning By-law No. 05-27, as amended;

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

AND WHEREAS this By-Law is in compliance with the Official Plan of the Township of Malahide, as amended;

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

1. THAT Schedule “A”, Map No. 40 to By-law No. 05-27, as amended, is hereby further amended by changing the Agricultural (A1) zone symbol applicable to the lands located in Part Lot 35, Concession 9, as shown on the attached map, to a “site specific” Agricultural (A1-42) Zone outlined in heavy solid lines and marked with an A1-42 on Schedule “A” to this By-Law, which schedule is attached to and forms part of this By-Law.

2. THAT Schedule “A”, Map No. 40 to By-law No. 05-27, as amended, is hereby further amended by changing the Agricultural (A1) zone symbol applicable to the lands located in Part Lot 35, Concession 9, as shown on the attached map, to the Agricultural Residential (AR) Zone outlined in heavy solid lines and marked with an AR on Schedule “A” to this By-Law, which schedule is attached to and forms part of this By-Law.

3. THAT By-law No. 05-27, as amended, is hereby further amended by amending Section 5.11 EXCEPTIONS – AGRICULTURAL (A1) ZONE, by adding the following new subsection.

   “5.11.42
   5.11.42.1 Defined Area
   A1-42 as shown on Schedule “A”, Map No. 40 to this By-law
   5.11.42.2 Minimum Lot Area
   10 hectares”

4. THIS By-law comes into force:

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

READ A FIRST TIME THIS 2nd DAY OF JUNE 2016.

READ A SECOND TIME THIS 2nd DAY OF JUNE 2016.

READ A THIRD TIME AND FINALLY PASSED THIS 2nd DAY OF JUNE 2016.

MAYOR

C.A.O./CLERK
This is Schedule A to By-Law No. 16-38 passed on the 2nd day of June 2016

MAYOR

C.A.O./CLERK

TOWNSHIP OF MALAHIDE
SCHEDULE 'A'

Scale 1 : 10,000

Map 39

Map 38

CONCESSION IX

LOT 34

LOT 33

LOT 32

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

A1-42

AR

MUNICIPALITY OF BAYHAM

SEALWATER MILL ROAD

CANADIAN NATIONAL RAILWAY

COLLEGE LINE

Map 51

Scale 1 : 10,000
NOTICE OF INTENTION TO PASS A BY-LAW TO REMOVE THE HOLDING (H) SYMBOL IN THE TOWNSHIP OF MALAHIDE

TAKE NOTICE that the Township of Malahide has received an application to remove a holding (h) symbol from certain lands in the Township.

APPLICANT:  David Roe, on behalf of the owners Raymond and Alice DeCoutere of part of Lot 10, Concession 5, Hamlet of South Gore, Township of Malahide.

The lands affected by the amendment are situated on the west side of Imperial Road and south of Conservation Line in the Hamlet of South Gore.

AND TAKE NOTICE that the earliest date on which Council of the Corporation of the Township of Malahide proposes to meet to pass the amendment by-law under Section 34 and Section 36 of the Planning Act is Thursday, June 2nd 2016, at 7:30 p.m. in the Malahide Township Council Chambers at the Springfield & Area Community Service Building, 51221 Ron McNeil Line, Springfield

THE PURPOSE AND EFFECT of this amendment is to remove the holding (h) from the subject lands, known municipally as 8231 Imperial Road, which are currently zoned Hamlet Residential - Holding [HR(h)] zone. Removal of the holding (h) symbol is required to permit the creation of three residential lots, two of which would constitute new building lots, created by the County of Elgin Land Division Committee (Applications E109/15 & E110/15). The northernmost and southernmost proposed lots are vacant and it is intended that a single-detached dwelling be erected on these two building lots. An existing single-detached dwelling and garage is situated on the central proposed lot.

ADDITIONAL INFORMATION relating to the proposed amendment may be obtained at the Township Office.

DATED at the Township of Malahide this 5th day of May, 2016.

M. Casavecchia-Somers, CAO/Clerk
Township of Malahide,
87 John Street, South,
Aylmer, Ontario.  N5H 2C3
519-773-5344
Memorandum

To/Attention: Township of Malahide  Date: May 4, 2016
From: Jay McGuffin  Project No: 1604-002

Subject: Application to amend the Township of Malahide Zoning By-Law No. 05-27
Part Lot 10, Concession 5, Township of Malahide, Ontario
8231 Imperial Road
Registered Owner: Raymond & Alice DeCoutere
Applicant: David Roe

Purpose
An application has been made to amend the Township of Malahide Zoning By-Law No. 05-27 to remove the holding (h) symbol from lands zoned Hamlet Residential – Holding [HR(h)] in support of two applications for consent to create three residential lots, two of which would constitute new building lots. The County of Elgin Land Division Committee granted Applications for consent E 109/15 & E 110/15 on December 16, 2015. The consents have the effect of creating three residential lots in the Hamlet of South Gore subject to a number of conditions including, amongst other matters, costs associated with any planning approvals (i.e. zoning) which are required.

Note: under the Planning Act, a public meeting is not required to remove a holding symbol. A notice of “intention to pass” a by-law to remove a holding (h) symbol is, however, required indicating the earliest date on which Council intends to pass a by-law removing the holding symbol.

Subject Lands
The subject lands are legally known as part of Lot 10, Concession 5 in the Township of Malahide and are municipally known as 8231 Imperial Road, situated on the west side of Imperial Road (County Road No. 73) and south of Conservation Line in the Hamlet of South Gore. The subject lands are located in a designated ‘Settlement Area – Tier Three’ on Schedule ‘A’ of the County of Elgin Official Plan and are situated in the designated ‘Hamlet’ of South Gore on Schedule ‘A-1’ of the Township of Malahide Official Plan. The lands are zoned Hamlet Residential – Holding [HR(h)] on Schedule ‘J’ of the Township of Malahide Zoning By-Law No. 05-27.

The rezoning (i.e. removal of the holding symbol) is requested to support the aforementioned applications for consent which have been granted to create three new residential lots (Figure 1). The northernmost lot (Parcel A) comprises a frontage of 30 metres (98.4 feet), irregular depth and an area of 5,744 square metres (1.4 acres). The centre lot (Parcel B) comprises a frontage of 67 metres (220 feet), irregular depth and an area of 12,459.7 square metres (3.1 acres). The southernmost lot (Parcel C) comprises a frontage of 58.314 metres (191.3 feet), irregular depth and an area of 5,820 square metres (1.4 acres). Single detached dwellings serviced by privately drilled wells and individual septic systems are proposed on each of the proposed building lots (i.e. Parcel A and Parcel C on Figure 1). A single detached dwelling and detached garage is situated on Parcel B.
Access to Parcel B is provided by two existing entrances from Imperial Road. New entrances from Imperial Road will be required to Parcel A and Parcel C.

Neighbouring lands comprise a mix of low density residential development, primarily in the form of single detached dwellings, lying on both sides of Imperial Road at the southerly edge of the South Gore settlement area. All other lands in the vicinity, with the exception of the Aylmer Cemetery, comprise larger agricultural holdings which have been predominantly cleared for agricultural purposes. No major livestock buildings or structures have been identified on any of the neighbouring farm operations.

**Provincial Policy Statement**

The Provincial Policy Statement (PPS) provides support for the application. Section 1.1.3 contains policies for settlement areas, establishing that these areas shall be the focus of growth, promoting vitality and regeneration. Section 1.1.3.3 maintains that planning authorities shall promote opportunities for intensification such as infill development. Section 1.1.3.6 also establishes that new development taking place within designated growth areas should occur adjacent to existing built up areas and be compact in form. The lands are located at the southerly limits and within the ‘Hamlet’ designation of South Gore, where non-farm development is both established and encouraged, reducing development pressures in rural areas.

The application for an amendment to the Zoning By-law to remove the holding (h) symbol is considered to be consistent with the Provincial Policy Statement.

**County of Elgin Official Plan**

As previously identified, the lands are designated ‘Settlement Area – Tier Three’ on Schedule ‘A’ of the County of Elgin Official Plan. The relevant policies of the Plan, as they relate to development in ‘Settlement Areas’ (Section C.1), are as follows:

**C1.1.1 Residential Areas**

*It is the objective of this Plan to:*

- **a)** maintain and enhance the character and identity of existing residential areas;
- **b)** encourage the provision of a range of housing types to accommodate persons with diverse social and economic backgrounds, needs and desires while promoting the maintenance and improvement of existing housing;
- **c)** promote the efficient use of existing and planned infrastructure by supporting opportunities for various forms of residential intensification, where appropriate;
- **d)** encourage increases in density in new development areas to maximize the use of infrastructure and minimize the amount of land required for new development;
- **e)** ensure that residential areas permit a variety of complementary and compatible land uses including special needs housing, community facilities, schools, small-scale commercial uses and recreational open space areas;
- **f)** require a high standard of urban design for development and redevelopment; and,
- **g)** encourage local municipalities to establish comprehensive design guidelines and policies to foster the establishment of communities that are safe, functional and attractive.

Residential infilling and intensification would be occurring. To the extent that the Official Plan contains policies regarding the efficient use of existing and planned infrastructure (item c) and increasing density in new development areas (item d), the proposed residential severances would provide infilling in one of the last available remaining quadrants of the Hamlet for such purposes. Unlike the potential infill areas to the north on the east side of Imperial Road, development on the abutting farmland is not permitted, nor contemplated, insofar as these lands are situated outside the Hamlet area boundary of South Gore. Conformity with the Official Plan is capable of being maintained.
Township of Malahide Official Plan

As previously identified, the lands are located in the designated ‘Hamlet’ of Mount Salem on Schedule ‘A-1’ of the Township of Malahide Official Plan. Policies for this designation are contained in Section 4.3 of the Official Plan, which establishes, in general terms, that:

Schedule “A1” designates Avon, Lyons, Kingsmill Corner, Orwell, Summers Corners, South Gore, Luton, Mount Salem, Calton and Copenhagen as “Hamlets”. These areas are comprised of small clusters of residential and commercial uses. The intended function of the “Hamlets” in this Plan is to remain as small dormitory clusters, providing limited low order commercial services to the immediate surrounding area. The policy of this Plan is to restrict major residential development by plan of subdivision wherever municipal services are not available, while allowing future growth on the basis of infilling and in accordance with the hamlet boundaries as depicted on Schedule “A1” (Section 4.3.1.1)

Section 4.3.3 of the Official Plan contains guiding criteria for consents within the ‘Hamlet’ area designation. The following provides an analysis of the criteria with regard to the application at hand:

Consents will generally be discouraged and will only be granted when it is clearly not necessary in the public interest that a plan of subdivision be registered. If a plan of subdivision is not deemed necessary, regard shall be had to other policies in the Official Plan and to the following criteria when considering an application for consent in the “Hamlets”:

i) Consents may be granted only in areas where the undue extension of any major service (ie. municipal sanitary sewers, municipal storm sewers, municipal piped water) will not be required. Any services required as a condition of a consent should be satisfactory to appropriate approval authority. In this instance, no municipal services are proposed insofar as the proposed lots would be serviced by private, on-site systems. Parcel B has private systems in place.

ii) Consents should be granted only when the land fronts on an existing public road which is of a reasonable standard of construction. All of the proposed lots would have direct access to Imperial Road. New access to the proposed building lots (Parcel A & C) is required. Parcel B has an existing entrance. Approvals from the County of Elgin will be required for any new entrances.

iii) Consents should have the effect of infilling in existing urbanized areas and not of extending the urban area unduly. The proposed lots are situated within the settlement area boundary of Mount Salem. This boundary would not change if the lots are created.

iv) The size of any parcel of land created by such a consent should be appropriate for the use proposed considering the public services available and the soil conditions and in no case should any parcel be created which does not conform to the provisions of the Zoning By-law. The proposed lots would be adequate in size for the intended uses and would satisfy the requirements of the Zoning By-law subject to removal of the holding (h) symbol.

v) Direct access from major roads should be restricted and residential lots should, where possible, have access only from internal residential roads. As previously noted, access is available via Imperial Road.

vi) Consents should not be granted for land adjacent to a road from which access is to be obtained where a traffic hazard would be created because of limited sight lines on curves or grades. There is no information provided suggesting a traffic hazard is present at the location where access to Imperial Road is required.

vii) Consents should be granted only when the creation of the lot will not interfere with subsequent access to interior lands. Access to interior lands is not at issue insofar as these lands lie outside the Hamlet area boundary.
viii) Consents for mortgage, estate, or other boundary adjustment purposes shall be permitted provided that they adhere to principles of good planning, do not cause land use conflicts and conform to the provisions of the Zoning By-law. Not applicable to the application at hand.

There are specific policies in the Official Plan regarding the use and removal of the holding (h) as follows:

**8.4.4 Holding (h) Symbol Policies**

8.4.4.1 It is the policy of the Township of Malahide to utilize Holding (h) symbols in zoning by-laws pursuant to the provisions of the Planning Act. Properties may be zoned for their intended use and the holding symbol "(h)" will be added after the zone symbol so as to indicate that the development of the identified lands cannot proceed until the holding symbol is removed.

8.4.4.2 Holding (h) symbols will generally be utilized on lands intended for development in the Villages, Hamlets, and Suburban Areas of the Township.

8.4.4.3 Holding (h) symbols will not affect the existing use(s) of land provided those use(s) are carried on without a significant period of interruption.

8.4.4.4 Expansion of existing livestock uses and the establishment of new livestock uses on lands subject to Holding (h) symbols in the Villages, Hamlets, and Suburban Areas will however be prohibited. Those livestock uses in the Villages, Hamlets, and Suburban Areas existing at the time of approval of this Plan shall be considered non-conforming uses. Any proposal for the extension or enlargement of such a use shall be processed subject to the appropriate sections of the Planning Act.

8.4.4.5 Removal of a Holding (h) symbol from any land use zone will be conditional upon satisfying certain requirements of the Township regarding the development of the land. Such conditions may include, but not be limited to, the satisfying of certain financial and servicing requirements specified in a subdivision or development agreement entered into between a developer and the Township, or by fulfillment of conditions of severance.

8.4.4.6 Prior to removal of any Holding (h) symbol, Council shall be satisfied, that all conditions of any agreement have been met by the applicant or proponent, and the policies of this Plan have been met or fulfilled. The Holding (h) symbol shall be removed by by-law passed under Section 36 of the Planning Act. Notice shall be given by Council when a Holding (h) symbol is to be removed by by-law, and there can be no objection or referral to the Ontario Municipal Board. However, should Council refuse to pass an amending by-law to remove the holding symbol (ie. if Council determines that a development is premature or does not meet a requirement of this plan, or of a subdivision or development agreement or a condition of severance), the applicant or proponent may appeal the refusal of Council to the Ontario Municipal Board in accordance with the provisions of the Planning Act.

Servicing requirements (i.e. provision of a water supply and sanitary sewage system for Parcel A & Parcel C), and satisfying other conditions of consent are in progress but no confirmation has been provided that they have been completed. Based on the foregoing, conformity with the Official Plan is capable of being maintained. As noted in Section 8.4.4.5, removal of the h symbol is contingent upon fulfillment of the conditions of the severances.

**Zoning By-Law No. 05-27**

The three proposed residential lots (Parcel A, B & C on Figure 1) are zoned Hamlet Residential – Holding [HR(h)] on Schedule ‘J’, of the Township of Malahide Zoning By-Law No. 05-27. Removal of the holding (h) symbol is required before development of Parcel A & C can occur. Permitted uses of the Hamlet Residential (HR) Zone include one single-detached dwelling on one lot, a converted dwelling and a home occupation. The proposed lots would readily satisfy the minimum lot area and lot frontage requirements (1,850 sq m & 25 m respectively) of the HR Zone. It is not clear under what circumstances the existing HR(h) zoning was applied given the lot is already occupied by a dwelling.
Section 3.8 of the Zoning By-law states as follows:

**3.8 HOLDING ZONES**

*In any zone which is accompanied by the holding symbol “h”, the uses normally permitted by that zone for lands, buildings or structures may only be allowed when the holding symbol is removed in accordance with the requirements of the Planning Act. Permitted uses, when the holding symbol “h” is applied, are limited to those that existed on the date when the holding by-law was passed. Unless otherwise specified the holding “h” symbol may be removed where the owner demonstrates to the satisfaction of the Township of Malahide that adequate water and sanitary services are available for the proposed use(s).*

The abovenoted provision maintains that removal of the holding provision may occur where the owner demonstrates to the satisfaction of the Township that adequate water and sanitary services are available for the proposed use(s). No information has been provided to indicate that this has been addressed by the owners.

**Note:** Section 36(4) of the Planning Act states as follows:

Application of subss. 34 (10.7, 10.9-25.1)

(4) Subsections 34 (10.7) and (10.9) to (25.1) do not apply to an amending by-law passed by the council to remove the holding symbol, but the council shall, in the manner and to the persons and public bodies and containing the information prescribed, give notice of its intention to pass the amending by-law. R.S.O. 1990, c. P.13, s. 36 (4); 1994, c. 23, s. 22 (2); 1996, c. 4, s. 22; 2009, c. 33, Sched. 21, s. 10 (6).

**Recommendation**

Based on the above analysis, the proposed zoning by-law amendment to remove the holding provision from the ‘Hamlet Residential’ (HR) zone is consistent with the PPS, maintains the general intent and purpose of the Official Plan, conforms to the regulations established in the Zoning By-Law, and may be considered for approval subject to the fulfillment of the conditions of consent, in particular the provision of adequate water and sanitary services, to the satisfaction of the Township.

Yours very truly,

MONTEITH BROWN PLANNING CONSULTANTS

Jay McGuffin, BA, MCIP, RPP
Principal Planner

DS:jmc
APPLYING FOR A ZONING BY-LAW AMENDMENT
Raymond and Alice DeCoutere
8231 Imperial Road
Part of Lot 10, Concession 5
Township of Malahide

OFFICIAL PLAN DESIGNATION
HAMLET

ZONING
HR     HAMLET RESIDENTIAL

TOTAL AREA
2.4 ha
(5.9 ac)

PARCEL A
5,744 m²
1.4 ac

PARCEL B
12,459 m²
3.1 ac

PARCEL C
5,820 m²
1.4 ac

LANDS ZONED HAMLET RESIDENTIAL - HOLDING (HR-(h)) ON WHICH HOLDING (h) SYMBOL IS TO BE REMOVED

Imperial Road
Concession V
Lot 10

Dwelling
Garage
Low Drain
Catfish Creek Conservation Authority
Regulated Area

Air Photo: 2010
May 24, 2016

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

ATTENTION: Michelle Casavecchia-Somers, CAO/ Clerk

Dear Mrs. Casavecchia-Somers:

SUBJECT: Zoning By-law Amendment
Pt. Lot: 10; Conc.: 5; Township of Malahide
DeCOUTERE, Raymond & Alice

Technical staff of the Catfish Creek Conservation Authority has reviewed the subject amendment and have no objections.

You may forward future inquiries on this matter to the attention of the undersigned at this office.

Yours truly,

Tony Difazio
Resource Planning Coordinator

Mission Statement: "To communicate and deliver resource management services and programs in order to achieve social and ecological harmony for the watershed"
THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 16-39

BEING A BY-LAW TO AMEND BY-LAW NO. 05-27

Raymond and Alice DeCoutere

WHEREAS the Council of the Corporation of the Township of Malahide deems it necessary to amend Zoning By-law No. 05-27, as amended;

AND WHEREAS authority is granted under Section 36 of the Planning Act, as amended, to pass a By-Law for the purposes of removing the holding (h) symbol;

AND WHEREAS this By-Law is in compliance with the Official Plan of the Township of Malahide, as amended;

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

1. THAT Schedule “J” to By-law No. 05-27, as amended, is hereby further amended by changing the Hamlet Residential – Holding [HR(h)] zone symbol applicable to the lands located in Part Lot 10, Concession 5 in the Hamlet of South Gore, as shown on the attached map comprising of Schedule “A”, to the Hamlet Residential (HR) Zone as outlined in heavy solid lines and marked with an HR on Schedule “A” to this By-Law, which schedule is attached to and forms part of this By-Law.

2. THIS By-law comes into force on the date of passing.

READ A FIRST TIME THIS 2nd DAY OF JUNE 2016.

READ A SECOND TIME THIS 2nd DAY OF JUNE 2016.

READ A THIRD TIME AND FINALLY PASSED THIS 2nd DAY OF JUNE 2016.

______________________________  ______________________________
MAYOR                          C.A.O./CLERK
This is Schedule A to By-Law No. 16-39 passed on the 2nd day of June 2016

MAYOR  C.A.O./CLERK

TOWNSHIP OF MALAHIDE
SCHEDULE 'J'
SOUTH GORE

Scale 1 : 5,000
CORPORATION OF THE TOWNSHIP
OF MALAHIDE
Consolidated Financial Statements
December 31, 2015

Draft
CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Financial Statements

For the Year Ended December 31, 2015

Table of Contents

<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditors' Report</td>
<td>1</td>
</tr>
<tr>
<td>Consolidated Statement of Financial Position</td>
<td>2</td>
</tr>
<tr>
<td>Consolidated Statement of Operations and Accumulated Surplus</td>
<td>3</td>
</tr>
<tr>
<td>Consolidated Statement of Change in Net Financial Assets</td>
<td>4</td>
</tr>
<tr>
<td>Consolidated Statement of Cash Flows</td>
<td>5</td>
</tr>
<tr>
<td>Notes to the Consolidated Financial Statements</td>
<td>6 - 20</td>
</tr>
<tr>
<td>Consolidated Schedule of Segment Disclosure</td>
<td>21 - 22</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of the
Corporation of the Township of Malahide:

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of the Corporation of the Township of Malahide, which comprise the consolidated statement of financial position as at December 31, 2015, and the consolidated statements of operations and accumulated surplus, change in net financial assets, and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian accounting standards for public sector entities and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements present fairly, in all material respects, the consolidated statement of financial position of the Corporation of the Township of Malahide as at December 31, 2015, and the consolidated statements of operations and accumulated surplus, change in net financial assets, and cash flows for the year then ended in accordance with Canadian accounting standards for public sector entities.

St. Thomas, Ontario
June 2, 2016

Graham Scott Enns LLP
CHARTERED PROFESSIONAL ACCOUNTANTS
Licensed Public Accountants
### Consolidated Statement of Financial Position

**December 31, 2015**

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FINANCIAL ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>2,960,944</td>
<td>2,196,654</td>
</tr>
<tr>
<td>Investments (Note 2)</td>
<td>2,000,725</td>
<td>-</td>
</tr>
<tr>
<td>Taxes receivable (net of allowance of $nil; 2014 - $237,723)</td>
<td>1,356,059</td>
<td>1,928,059</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>1,413,307</td>
<td>1,109,978</td>
</tr>
<tr>
<td><strong>Total financial assets</strong></td>
<td><strong>7,731,035</strong></td>
<td><strong>5,234,691</strong></td>
</tr>
<tr>
<td><strong>FINANCIAL LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred revenue - obligatory reserve funds (Note 6)</td>
<td>367,854</td>
<td>76,901</td>
</tr>
<tr>
<td>Accounts payable and accrued liabilities</td>
<td>2,817,359</td>
<td>1,698,390</td>
</tr>
<tr>
<td>Net long-term liabilities (Note 4)</td>
<td>1,020,986</td>
<td>1,156,704</td>
</tr>
<tr>
<td><strong>Total financial liabilities</strong></td>
<td><strong>4,206,199</strong></td>
<td><strong>2,931,995</strong></td>
</tr>
<tr>
<td><strong>NET FINANCIAL ASSETS</strong></td>
<td><strong>3,524,836</strong></td>
<td><strong>2,302,696</strong></td>
</tr>
<tr>
<td><strong>NON-FINANCIAL ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tangible capital assets (Note 3)</td>
<td>43,045,517</td>
<td>43,461,782</td>
</tr>
<tr>
<td>Inventories</td>
<td>54,093</td>
<td>66,790</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>117,704</td>
<td>112,335</td>
</tr>
<tr>
<td><strong>Total non-financial assets</strong></td>
<td><strong>43,217,314</strong></td>
<td><strong>43,640,907</strong></td>
</tr>
<tr>
<td><strong>ACCUMULATED SURPLUS (NOTE 5)</strong></td>
<td><strong>46,742,150</strong></td>
<td><strong>45,943,603</strong></td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these consolidated financial statements.
CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Statement of Operations and Accumulated Surplus
For the Year Ended December 31, 2015

<table>
<thead>
<tr>
<th></th>
<th>Budget (Note 10)</th>
<th>Actual 2015</th>
<th>Actual 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property taxation</td>
<td>6,212,293</td>
<td>6,170,190</td>
<td>5,885,288</td>
</tr>
<tr>
<td>Taxation from other governments</td>
<td>783,910</td>
<td>785,064</td>
<td>775,348</td>
</tr>
<tr>
<td>User charges, licenses, permits</td>
<td>1,680,246</td>
<td>1,743,860</td>
<td>1,731,472</td>
</tr>
<tr>
<td>Local improvement levies</td>
<td>-</td>
<td>342,976</td>
<td>109,771</td>
</tr>
<tr>
<td>Government transfers:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>-</td>
<td>-</td>
<td>387,235</td>
</tr>
<tr>
<td>Provincial</td>
<td>1,600,149</td>
<td>1,631,239</td>
<td>1,588,317</td>
</tr>
<tr>
<td>Other municipalities</td>
<td>1,114,778</td>
<td>1,141,289</td>
<td>1,161,495</td>
</tr>
<tr>
<td>Investment income</td>
<td>46,096</td>
<td>21,912</td>
<td>35,531</td>
</tr>
<tr>
<td>Penalties and interest on taxes</td>
<td>200,000</td>
<td>226,751</td>
<td>248,982</td>
</tr>
<tr>
<td>Other, fines and donations</td>
<td>57,625</td>
<td>88,508</td>
<td>69,547</td>
</tr>
<tr>
<td>Gain (loss) on disposal of tangible capital assets</td>
<td>-</td>
<td>(59,106)</td>
<td>(11,200)</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>11,695,097</td>
<td>12,092,683</td>
<td>11,981,786</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General government</td>
<td>1,210,657</td>
<td>1,099,617</td>
<td>1,265,768</td>
</tr>
<tr>
<td>Fire and police protection</td>
<td>1,928,424</td>
<td>1,863,135</td>
<td>1,735,884</td>
</tr>
<tr>
<td>Other protective services</td>
<td>457,903</td>
<td>395,060</td>
<td>383,839</td>
</tr>
<tr>
<td>Transportation services</td>
<td>5,281,025</td>
<td>4,775,954</td>
<td>4,687,427</td>
</tr>
<tr>
<td>Waterworks and sewer</td>
<td>803,611</td>
<td>832,967</td>
<td>995,488</td>
</tr>
<tr>
<td>Garbage collection and disposal</td>
<td>501,946</td>
<td>479,543</td>
<td>501,618</td>
</tr>
<tr>
<td>Health services</td>
<td>25,400</td>
<td>30,476</td>
<td>30,211</td>
</tr>
<tr>
<td>Recreation and cultural services</td>
<td>1,379,353</td>
<td>1,289,208</td>
<td>1,271,470</td>
</tr>
<tr>
<td>Planning and zoning</td>
<td>297,568</td>
<td>242,333</td>
<td>254,214</td>
</tr>
<tr>
<td>Agriculture</td>
<td>105,319</td>
<td>285,843</td>
<td>158,773</td>
</tr>
<tr>
<td><strong>Total expenses (Note 11)</strong></td>
<td>11,991,206</td>
<td>11,294,136</td>
<td>11,284,692</td>
</tr>
<tr>
<td><strong>ANNUAL SURPLUS</strong></td>
<td>(296,109)</td>
<td>798,547</td>
<td>697,094</td>
</tr>
<tr>
<td><strong>ACCUMULATED SURPLUS, BEGINNING OF YEAR</strong></td>
<td>45,943,603</td>
<td>45,943,603</td>
<td>45,246,509</td>
</tr>
<tr>
<td><strong>ACCUMULATED SURPLUS, END OF YEAR (NOTE 5)</strong></td>
<td>45,647,494</td>
<td>46,742,150</td>
<td>45,943,603</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these consolidated financial statements.
## CORPORATION OF THE TOWNSHIP OF MALAHIDE

### Consolidated Statement of Change in Net Financial Assets

**For the Year Ended December 31, 2015**

<table>
<thead>
<tr>
<th></th>
<th>Budget (Note 10)</th>
<th>Actual 2015</th>
<th>Actual 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ANNUAL SURPLUS</strong></td>
<td>$(296,109)</td>
<td>$798,547</td>
<td>$697,094</td>
</tr>
<tr>
<td>Acquisition of tangible capital assets</td>
<td>$(1,741,201)</td>
<td>$(1,741,201)</td>
<td>$(1,605,738)</td>
</tr>
<tr>
<td>Amortization of tangible capital assets</td>
<td>2,082,149</td>
<td>2,082,149</td>
<td>1,947,457</td>
</tr>
<tr>
<td>Proceeds on disposal of tangible capital assets</td>
<td>-</td>
<td>16,211</td>
<td>28,029</td>
</tr>
<tr>
<td>Change in inventories and prepaid expenses</td>
<td>-</td>
<td>7,328</td>
<td>(118,589)</td>
</tr>
<tr>
<td>Loss (gain) on disposal of tangible capital assets</td>
<td>-</td>
<td>59,106</td>
<td>11,200</td>
</tr>
<tr>
<td><strong>INCREASE IN NET FINANCIAL ASSETS</strong></td>
<td>44,839</td>
<td>1,222,140</td>
<td>959,453</td>
</tr>
<tr>
<td><strong>NET FINANCIAL ASSETS, BEGINNING OF YEAR</strong></td>
<td>2,302,696</td>
<td>2,302,696</td>
<td>1,343,243</td>
</tr>
<tr>
<td><strong>NET FINANCIAL ASSETS, END OF YEAR</strong></td>
<td>2,347,535</td>
<td>3,524,836</td>
<td>2,302,696</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these consolidated financial statements.
### CORPORATION OF THE TOWNSHIP OF MALAHIDE

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2015

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual surplus</td>
<td>798,547</td>
<td>697,094</td>
</tr>
<tr>
<td>Add (deduct) items not involving cash:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of tangible capital assets</td>
<td>2,082,149</td>
<td>1,947,457</td>
</tr>
<tr>
<td>Loss (gain) on disposal of tangible capital assets</td>
<td>59,106</td>
<td>11,200</td>
</tr>
<tr>
<td>Change in non-cash assets and liabilities related to operations (Note 11 [b])</td>
<td>1,685,921</td>
<td>(503,472)</td>
</tr>
<tr>
<td><strong>INVESTING ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase of investments</td>
<td>(2,000,725)</td>
<td>-</td>
</tr>
<tr>
<td><strong>CAPITAL ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition of tangible capital assets</td>
<td>(1,741,201)</td>
<td>(1,605,738)</td>
</tr>
<tr>
<td>Proceeds on disposal of tangible capital assets</td>
<td>16,211</td>
<td>28,029</td>
</tr>
<tr>
<td><strong>FINANCING ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term debt issued</td>
<td>-</td>
<td>75,000</td>
</tr>
<tr>
<td>Long-term debt repayment</td>
<td>(135,718)</td>
<td>(172,194)</td>
</tr>
<tr>
<td><strong>NET CHANGE IN CASH</strong></td>
<td>764,290</td>
<td>477,376</td>
</tr>
<tr>
<td><strong>CASH, BEGINNING OF YEAR</strong></td>
<td>2,196,654</td>
<td>1,719,278</td>
</tr>
<tr>
<td><strong>CASH, END OF YEAR</strong></td>
<td>2,960,944</td>
<td>2,196,654</td>
</tr>
<tr>
<td><strong>SUPPLEMENTARY INFORMATION:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash paid for interest on debt</td>
<td>56,845</td>
<td>48,798</td>
</tr>
<tr>
<td>Cash received for interest on investments</td>
<td>21,912</td>
<td>35,531</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these consolidated financial statements.
The Corporation of the Township of Malahide (the "Municipality") is a municipality in the Province of Ontario. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Municipality are prepared by management in accordance with Canadian generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Municipality are as follows:

Reporting Entity

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

Consolidated Entities

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

Proportionate Consolidation

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

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

Basis of Accounting

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

Investments

Investments, consisting of one fund pooled bond and equity securities, are recorded at the lower of cost plus accrued interest and fair market value. Investment income earned on available funds is reported as revenue in the period earned.
1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land improvements</td>
<td>10 to 50 years</td>
</tr>
<tr>
<td>Buildings</td>
<td>10 to 95 years</td>
</tr>
<tr>
<td>Equipment</td>
<td>2 to 10 years</td>
</tr>
<tr>
<td>Vehicles</td>
<td>7 to 20 years</td>
</tr>
<tr>
<td>Transportation infrastructure</td>
<td>20 to 50 years</td>
</tr>
<tr>
<td>Water system infrastructure</td>
<td>15 to 100 years</td>
</tr>
<tr>
<td>Wastewater infrastructure</td>
<td>50 to 100 years</td>
</tr>
</tbody>
</table>

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

ii) Contributions of tangible capital assets

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

iii) Inventories

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

iv) Works of art and cultural and historic assets

Works of art and cultural and historic assets are not recorded as assets in these financial statements.
1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Revenue

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

Accounting for County and School Board Transactions

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

Government Transfers

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

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

Employee Benefit Plans

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

Tax Revenues

In 2015 the Municipality received $6,955,254 (2014 - $6,660,636) in property tax revenues for municipal purposes. The authority to levy and collect property taxes is established under the Municipal Act 2001, the Assessment Act, the Education Act, and other legislation.

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

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

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

Investment Income

Investment income is recognized as revenue in the period when it is earned. When required by funding government or related Act, investment income earned on deferred revenue is added to the investment and forms part of the deferred revenue balance.

Financial Instruments

The Municipality's financial instruments consist of cash and cash equivalents, accounts receivable, taxes receivable, accounts payable and accrued liabilities and long-term liabilities. Unless otherwise noted, it is management's opinion that the Municipality is not exposed to significant interest, currency, or credit risk arising from these financial instruments.
1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Environmental Provisions and Contaminated Sites

The Municipality may be exposed to litigation or other costs of remediation due to contaminated properties in its jurisdiction. A liability for remediation is recognized in the financial statements when an environmental standard exists, contamination exceeds the standard, the government is responsible for the remediation and a reasonable estimate of the liability can be made. As at December 31, 2015, there were no properties that the Municipality was responsible to remedy and as such no liability has been accrued.

Use of Estimates

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

2. INVESTMENTS

Investments are comprised of the following:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Cost</td>
<td>Market</td>
</tr>
<tr>
<td>One pooled bond securities funds</td>
<td>1,500,725</td>
<td>1,499,889</td>
</tr>
<tr>
<td>One pooled equity securities funds</td>
<td>500,000</td>
<td>492,088</td>
</tr>
<tr>
<td></td>
<td>2,000,725</td>
<td>1,991,977</td>
</tr>
</tbody>
</table>

During the year, the Municipality invested $2,000,000 (2014 - $Nil) and earned $725 (2014 - $nil) of income in the One Investment Program.
### 3. TANGIBLE CAPITAL ASSETS

#### December 31, 2015

<table>
<thead>
<tr>
<th></th>
<th>Opening</th>
<th>Additions</th>
<th>Disposals and Adjustments</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>38,806,650</td>
<td>828,592</td>
<td>(8,882)</td>
<td>39,626,360</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>4,357,742</td>
<td>47,079</td>
<td>(4,333)</td>
<td>4,400,488</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>3,959,395</td>
<td>-</td>
<td>-</td>
<td>3,959,395</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>47,123,787</td>
<td>875,671</td>
<td>(13,215)</td>
<td>47,986,243</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>711,263</td>
<td>-</td>
<td></td>
<td>711,263</td>
</tr>
<tr>
<td>Land Improvements</td>
<td>1,979,080</td>
<td>65,326</td>
<td>-</td>
<td>2,044,406</td>
</tr>
<tr>
<td>Buildings</td>
<td>11,132,809</td>
<td>33,483</td>
<td>-</td>
<td>11,166,292</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>1,873,659</td>
<td>76,749</td>
<td>(56,864)</td>
<td>1,893,544</td>
</tr>
<tr>
<td>Vehicles</td>
<td>5,961,953</td>
<td>612,870</td>
<td>(181,202)</td>
<td>6,393,621</td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td>21,658,764</td>
<td>788,428</td>
<td>(238,066)</td>
<td>22,209,126</td>
</tr>
<tr>
<td><strong>Work in Progress</strong></td>
<td>192,379</td>
<td>77,102</td>
<td>-</td>
<td>269,481</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>68,974,930</td>
<td>1,741,201</td>
<td>(251,281)</td>
<td>70,464,850</td>
</tr>
</tbody>
</table>

#### Accumulated Amortization

<table>
<thead>
<tr>
<th></th>
<th>Opening</th>
<th>Amortization</th>
<th>Disposals and Adjustments</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>16,592,977</td>
<td>1,103,525</td>
<td>(3,553)</td>
<td>17,692,949</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>1,086,432</td>
<td>62,328</td>
<td>(3,883)</td>
<td>1,144,877</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>543,938</td>
<td>39,567</td>
<td>-</td>
<td>583,505</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>18,223,347</td>
<td>1,205,420</td>
<td>(7,436)</td>
<td>19,421,331</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Improvements</td>
<td>1,109,840</td>
<td>71,069</td>
<td>-</td>
<td>1,180,959</td>
</tr>
<tr>
<td>Buildings</td>
<td>2,717,713</td>
<td>266,769</td>
<td>-</td>
<td>2,984,482</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>798,626</td>
<td>171,710</td>
<td>(56,861)</td>
<td>913,475</td>
</tr>
<tr>
<td>Vehicles</td>
<td>2,663,572</td>
<td>367,181</td>
<td>(111,667)</td>
<td>2,919,086</td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td>7,289,801</td>
<td>876,729</td>
<td>(168,528)</td>
<td>7,998,002</td>
</tr>
<tr>
<td><strong>Total Accumulated Amortization</strong></td>
<td>25,513,148</td>
<td>2,082,149</td>
<td>(175,964)</td>
<td>27,419,333</td>
</tr>
</tbody>
</table>

#### Net Book Value

<table>
<thead>
<tr>
<th></th>
<th>Opening</th>
<th>Amortization</th>
<th>Disposals and Adjustments</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>22,213,673</td>
<td>2,082,149</td>
<td>(175,964)</td>
<td>21,933,411</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>3,271,310</td>
<td>3,474,535</td>
<td>269,481</td>
<td>3,045,517</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>3,415,457</td>
<td>3,474,535</td>
<td>269,481</td>
<td>3,045,517</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>28,900,440</td>
<td>2,082,149</td>
<td>(175,964)</td>
<td>28,564,912</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>711,263</td>
<td></td>
<td></td>
<td>711,263</td>
</tr>
<tr>
<td>Land Improvements</td>
<td>869,190</td>
<td></td>
<td></td>
<td>863,447</td>
</tr>
<tr>
<td>Buildings</td>
<td>8,415,096</td>
<td></td>
<td></td>
<td>8,181,810</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>1,075,033</td>
<td></td>
<td></td>
<td>980,069</td>
</tr>
<tr>
<td>Vehicles</td>
<td>3,298,381</td>
<td></td>
<td></td>
<td>3,474,535</td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td>14,368,963</td>
<td></td>
<td></td>
<td>14,211,124</td>
</tr>
<tr>
<td><strong>Work in Progress</strong></td>
<td>192,379</td>
<td></td>
<td></td>
<td>269,481</td>
</tr>
<tr>
<td><strong>Total Net Book Value</strong></td>
<td>43,461,782</td>
<td></td>
<td></td>
<td>43,045,517</td>
</tr>
</tbody>
</table>
3. TANGIBLE CAPITAL ASSETS (CONTINUED)

<table>
<thead>
<tr>
<th>Cost</th>
<th>December 31, 2014</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td>Opening</td>
<td>Additions</td>
<td>Disposals and Adjustments</td>
<td>Ending</td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>37,466,214</td>
<td>1,449,207</td>
<td>(108,771)</td>
<td>38,806,650</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>3,490,929</td>
<td>949,348</td>
<td>(82,535)</td>
<td>4,357,742</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>3,959,395</td>
<td>-</td>
<td>-</td>
<td>3,959,395</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>44,916,538</td>
<td>2,398,555</td>
<td>(191,306)</td>
<td>47,123,787</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>730,245</td>
<td>43,622</td>
<td>(62,604)</td>
<td>711,263</td>
</tr>
<tr>
<td>Land Improvements</td>
<td>1,945,465</td>
<td>33,615</td>
<td>-</td>
<td>1,979,080</td>
</tr>
<tr>
<td>Buildings</td>
<td>11,130,169</td>
<td>41,425</td>
<td>(38,785)</td>
<td>11,132,809</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>1,662,515</td>
<td>299,781</td>
<td>(88,637)</td>
<td>1,873,659</td>
</tr>
<tr>
<td>Vehicles</td>
<td>5,696,279</td>
<td>265,674</td>
<td>-</td>
<td>5,961,953</td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td>21,164,673</td>
<td>684,117</td>
<td>(190,026)</td>
<td>21,658,764</td>
</tr>
<tr>
<td>Work in Progress</td>
<td>1,371,428</td>
<td>84,386</td>
<td>(1,263,435)</td>
<td>192,379</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>67,452,639</td>
<td>3,167,058</td>
<td>(1,644,767)</td>
<td>68,974,930</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Accumulated Amortization</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td>Opening</td>
<td>Amortization</td>
<td>Disposals and Adjustments</td>
<td>Ending</td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>15,474,580</td>
<td>1,021,406</td>
<td>96,991</td>
<td>16,592,977</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>944,087</td>
<td>62,293</td>
<td>30,052</td>
<td>1,086,342</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>1,374,371</td>
<td>39,567</td>
<td>-</td>
<td>1,413,938</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>16,993,038</td>
<td>1,123,266</td>
<td>127,043</td>
<td>18,223,347</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Improvements</td>
<td>1,047,685</td>
<td>62,700</td>
<td>(476)</td>
<td>1,109,890</td>
</tr>
<tr>
<td>Buildings</td>
<td>2,492,601</td>
<td>270,253</td>
<td>(45,141)</td>
<td>2,717,713</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>714,185</td>
<td>156,415</td>
<td>(71,974)</td>
<td>798,626</td>
</tr>
<tr>
<td>Vehicles</td>
<td>2,382,421</td>
<td>334,823</td>
<td>(53,672)</td>
<td>2,663,572</td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td>6,636,873</td>
<td>824,191</td>
<td>(171,263)</td>
<td>7,289,801</td>
</tr>
<tr>
<td><strong>Total Accumulated Amortization</strong></td>
<td>23,630,911</td>
<td>1,947,457</td>
<td>(44,320)</td>
<td>25,513,148</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Net Book Value</strong></th>
<th>Opening</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td>Opening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linear - Roadways</td>
<td>21,991,634</td>
<td></td>
<td></td>
<td>22,213,673</td>
</tr>
<tr>
<td>Linear - Water Services</td>
<td>2,496,842</td>
<td></td>
<td></td>
<td>3,271,310</td>
</tr>
<tr>
<td>Linear - Waste Water Services</td>
<td>3,455,024</td>
<td></td>
<td></td>
<td>3,415,457</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td>27,943,500</td>
<td></td>
<td></td>
<td>28,900,440</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>730,245</td>
<td></td>
<td></td>
<td>711,263</td>
</tr>
<tr>
<td>Land improvements</td>
<td>897,799</td>
<td></td>
<td></td>
<td>869,190</td>
</tr>
<tr>
<td>Buildings</td>
<td>8,637,568</td>
<td></td>
<td></td>
<td>8,415,096</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>948,330</td>
<td></td>
<td></td>
<td>1,075,033</td>
</tr>
<tr>
<td>Vehicles</td>
<td>3,313,858</td>
<td></td>
<td></td>
<td>3,298,381</td>
</tr>
<tr>
<td>Work in Progress</td>
<td>1,371,428</td>
<td></td>
<td></td>
<td>192,379</td>
</tr>
<tr>
<td><strong>Total Net Book Value</strong></td>
<td>43,842,728</td>
<td></td>
<td></td>
<td>43,461,782</td>
</tr>
</tbody>
</table>
4. **NET LONG-TERM LIABILITIES**

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

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total long-term liabilities incurred by the municipality and outstanding at the end of the year</td>
<td>$1,066,132</td>
<td>$1,210,882</td>
</tr>
<tr>
<td>Tile drainage loans assumed by the individual</td>
<td>$(45,146)</td>
<td>$(54,178)</td>
</tr>
<tr>
<td><strong>Total long-term liabilities at the end of the year</strong></td>
<td><strong>$1,020,986</strong></td>
<td><strong>$1,156,704</strong></td>
</tr>
</tbody>
</table>

b) Principal repayments are summarized as follows:

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Beyond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recoverable from:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General tax revenue</td>
<td>80,062</td>
<td>83,254</td>
<td>90,029</td>
<td>93,623</td>
<td>518,602</td>
<td>952,145</td>
<td></td>
</tr>
<tr>
<td>User charges</td>
<td>28,247</td>
<td>27,267</td>
<td>13,572</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>68,841</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>108,309</td>
<td>110,521</td>
<td>103,572</td>
<td>93,623</td>
<td>518,602</td>
<td>1,020,986</td>
<td></td>
</tr>
</tbody>
</table>

c) All long-term liabilities issued on or before December 31, 1992 have received approval of the Ontario Municipal Board. Long-term liabilities issued after January 31, 1993 have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

d) Interest rates range from 2.7% to 6.6%. Interest expense on long-term liabilities in 2015 amounted to $56,845 (2014 - $52,561).

e) The Municipality is contingently liable for municipal debt with respect to tile drainage loans. The total amount outstanding as at December 31, 2015 is $45,146 (2014 - $54,178) and is not recorded on the Consolidated Statement of Financial Position.
5. ACCUMULATED SURPLUS

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

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURPLUS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>General revenue fund</td>
<td>48,354</td>
<td>22,551</td>
</tr>
<tr>
<td>Consolidated water boards reserves</td>
<td>650,366</td>
<td>338,400</td>
</tr>
<tr>
<td>Consolidated East Elgin Community Centre Complex reserve</td>
<td>12,551</td>
<td>45,663</td>
</tr>
<tr>
<td>Benefiting land owners</td>
<td>(166,756)</td>
<td>(70,874)</td>
</tr>
<tr>
<td>Invested in tangible capital assets</td>
<td>43,045,517</td>
<td>43,461,782</td>
</tr>
<tr>
<td>Unfunded capital projects</td>
<td>(124,046)</td>
<td>(647,890)</td>
</tr>
<tr>
<td>Reserves</td>
<td>4,297,150</td>
<td>3,950,675</td>
</tr>
<tr>
<td></td>
<td><strong>47,763,136</strong></td>
<td><strong>47,100,307</strong></td>
</tr>
</tbody>
</table>

AMOUNTS TO BE RECOVERED

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net long-term debt</td>
<td>(1,020,986)</td>
<td>(1,156,704)</td>
</tr>
</tbody>
</table>

ACCUMULATED SURPLUS

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>46,742,150</strong></td>
<td><strong>45,943,603</strong></td>
</tr>
</tbody>
</table>

RESERVES

Reserves set aside for specific purposes by council:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working capital</td>
<td>701,943</td>
<td>666,943</td>
</tr>
<tr>
<td>Contingencies</td>
<td>39,439</td>
<td>39,439</td>
</tr>
<tr>
<td>Roadway purposes</td>
<td>833,166</td>
<td>561,879</td>
</tr>
<tr>
<td>Water and sewer purposes</td>
<td>617,644</td>
<td>541,022</td>
</tr>
<tr>
<td>Asset replacement purposes</td>
<td>1,247,374</td>
<td>1,401,256</td>
</tr>
<tr>
<td>Other municipal services</td>
<td>857,584</td>
<td>740,136</td>
</tr>
<tr>
<td>Total reserves</td>
<td><strong>4,297,150</strong></td>
<td><strong>3,950,675</strong></td>
</tr>
</tbody>
</table>
6. DEFERRED REVENUE - OBLIGATORY RESERVE FUNDS

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

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development charges</td>
<td>101,521</td>
<td>74,394</td>
</tr>
<tr>
<td>Federal gas tax</td>
<td>266,333</td>
<td>1,507</td>
</tr>
<tr>
<td>Other deferred revenues</td>
<td>-</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>367,854</strong></td>
<td><strong>76,901</strong></td>
</tr>
</tbody>
</table>

7. PENSION AGREEMENTS

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year, an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits the members have earned to date. The most recent actuarial valuation of the Plan was conducted December 31, 2015, and the results of this valuation disclosed actuarial liabilities of $81.9 billion in respect of benefits accrued for service with actuarial assets at that date of $74.9 billion leaving an actuarial deficit of $7.0 billion.

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

The amount contributed to OMERS for 2015 was $212,135 (2014 - $203,306).
8. OPERATIONS OF THE SCHOOL BOARDS AND COUNTY OF ELGIN

During 2015, requisitions were made by the School Boards and the County of Elgin requiring the Municipality to collect taxes and payments in lieu of property taxes on their behalf. The amounts collected and remitted are summarized below:

<table>
<thead>
<tr>
<th></th>
<th>School Boards</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxation</td>
<td>$1,637,442</td>
<td>$4,841,458</td>
</tr>
<tr>
<td>Share of payments in lieu of taxes</td>
<td>$2,846</td>
<td>$321,500</td>
</tr>
<tr>
<td>Amounts requisitioned</td>
<td>$1,640,288</td>
<td>$5,162,958</td>
</tr>
</tbody>
</table>

9. CONTINGENT LIABILITIES

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

Management has identified a specific lawsuit that will not be covered by insurance. Management has allowed for $45,000 in 2015. These lawsuits are vigorously defended and as such any additional costs related to these lawsuits will be expensed when incurred or when additional information becomes available.

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

Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2015

10. BUDGET FIGURES

The operating budget approved by the council of the Municipality for 2015 is reflected on the consolidated statement of operations. Budget figures have been reclassified for the purposes of these financial statements to comply with PSAB reporting requirements. These adjustments include reserve transfers, capital expenditures, amortization and debt financing and repayment.

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Approved Budget</th>
<th>Adjustments $</th>
<th>PSAB Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxation</td>
<td>6,212,293</td>
<td>-</td>
<td>6,212,293</td>
</tr>
<tr>
<td>Taxation from other governments</td>
<td>783,910</td>
<td>-</td>
<td>783,910</td>
</tr>
<tr>
<td>User charges</td>
<td>1,346,917</td>
<td>333,329</td>
<td>1,680,246</td>
</tr>
<tr>
<td>Government transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>324,118</td>
<td>(264,826)</td>
<td>59,292</td>
</tr>
<tr>
<td>Provincial</td>
<td>1,270,300</td>
<td>270,557</td>
<td>1,540,857</td>
</tr>
<tr>
<td>Other municipalities</td>
<td>1,114,778</td>
<td>-</td>
<td>1,114,778</td>
</tr>
<tr>
<td>Investment income</td>
<td>39,000</td>
<td>7,096</td>
<td>46,096</td>
</tr>
<tr>
<td>Penalties and interest on taxes</td>
<td>200,000</td>
<td>-</td>
<td>200,000</td>
</tr>
<tr>
<td>Other</td>
<td>57,625</td>
<td>-</td>
<td>57,625</td>
</tr>
<tr>
<td>Reserve transfers</td>
<td>1,578,300</td>
<td>(1,578,300)</td>
<td>-</td>
</tr>
<tr>
<td>Total revenues</td>
<td>12,927,241</td>
<td>(1,232,144)</td>
<td>11,695,097</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>Approved Budget</th>
<th>Adjustments $</th>
<th>PSAB Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General government</td>
<td>1,304,139</td>
<td>(93,482)</td>
<td>1,210,657</td>
</tr>
<tr>
<td>Fire and police protection</td>
<td>2,460,878</td>
<td>(532,454)</td>
<td>1,928,424</td>
</tr>
<tr>
<td>Other protective services</td>
<td>482,428</td>
<td>(24,525)</td>
<td>457,903</td>
</tr>
<tr>
<td>Transportation services</td>
<td>5,483,324</td>
<td>(202,299)</td>
<td>5,281,025</td>
</tr>
<tr>
<td>Waterworks and sewers</td>
<td>1,098,419</td>
<td>(294,808)</td>
<td>803,611</td>
</tr>
<tr>
<td>Garbage collection and disposal</td>
<td>504,946</td>
<td>(3,000)</td>
<td>501,946</td>
</tr>
<tr>
<td>Health services</td>
<td>41,600</td>
<td>(16,200)</td>
<td>25,400</td>
</tr>
<tr>
<td>Recreation and cultural services</td>
<td>1,105,437</td>
<td>273,916</td>
<td>1,379,353</td>
</tr>
<tr>
<td>Planning and zoning</td>
<td>336,140</td>
<td>(38,572)</td>
<td>297,568</td>
</tr>
<tr>
<td>Agriculture</td>
<td>109,930</td>
<td>(4,611)</td>
<td>105,319</td>
</tr>
<tr>
<td>Total expenses</td>
<td>12,927,241</td>
<td>(936,035)</td>
<td>11,991,206</td>
</tr>
</tbody>
</table>

BUDGETED ANNUAL SURPLUS (DEFICIT) - (296,109)
### 11. SUPPLEMENTARY INFORMATION:

**[a] Current fund expenditures by object:**

<table>
<thead>
<tr>
<th>Item</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, wages and employee benefits</td>
<td>3,746,501</td>
<td>3,942,592</td>
</tr>
<tr>
<td>Long-term debt interest expense</td>
<td>56,845</td>
<td>52,561</td>
</tr>
<tr>
<td>Materials</td>
<td>2,156,602</td>
<td>2,631,295</td>
</tr>
<tr>
<td>Contracted services</td>
<td>3,102,369</td>
<td>2,575,767</td>
</tr>
<tr>
<td>Amortization</td>
<td>2,082,150</td>
<td>1,947,457</td>
</tr>
<tr>
<td>Transfer to others</td>
<td>149,669</td>
<td>135,020</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,294,136</strong></td>
<td><strong>11,284,692</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Increase) decrease in taxes receivable</td>
<td>572,000</td>
<td>(183,329)</td>
</tr>
<tr>
<td>(Increase) decrease in accounts receivable</td>
<td>(303,329)</td>
<td>(243,643)</td>
</tr>
<tr>
<td>(Increase) decrease in inventories and prepaid expenses</td>
<td>7,328</td>
<td>(118,589)</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable and accrued liabilities</td>
<td>1,118,969</td>
<td>82,706</td>
</tr>
<tr>
<td>Increase (decrease) in deferred revenue - obligatory reserve funds</td>
<td>290,953</td>
<td>(40,617)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,685,921</strong></td>
<td><strong>(503,472)</strong></td>
</tr>
</tbody>
</table>
12. SEGMENTED INFORMATION

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

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

General government

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

Protection services

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

Transportation services

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

Environmental services

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

Health services

Health services are comprised of public health services and cemeteries.

Recreation and cultural services

Recreation and cultural services are comprised of parks, recreation programs, recreation and community facilities, and cultural services.
12. SEGMENTED INFORMATION (CONTINUED)

Planning and development

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

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

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

### Consolidated Schedule of Segment Disclosure

**For the Year Ended December 31, 2015**

<table>
<thead>
<tr>
<th>Segment</th>
<th>General Government</th>
<th>Protection Services</th>
<th>Transportation</th>
<th>Environmental Services</th>
<th>Health Services</th>
<th>Recreation Services</th>
<th>Planning and Development Services</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxation and local improvements</td>
<td>1,121,137</td>
<td>1,879,156</td>
<td>2,975,995</td>
<td>293,138</td>
<td>25,400</td>
<td>631,293</td>
<td>372,111</td>
<td>7,298,230</td>
</tr>
<tr>
<td>Sales of services and regulatory fees</td>
<td>56,463</td>
<td>98,543</td>
<td>7,413</td>
<td>1,138,827</td>
<td>1,450</td>
<td>415,796</td>
<td>25,368</td>
<td>1,743,860</td>
</tr>
<tr>
<td>Government transfers</td>
<td>1,291,722</td>
<td>14,934</td>
<td>981,243</td>
<td>424,952</td>
<td>-</td>
<td>1,488</td>
<td>58,191</td>
<td>2,772,530</td>
</tr>
<tr>
<td>Other</td>
<td>243,916</td>
<td>66,033</td>
<td>-</td>
<td>15,220</td>
<td>-</td>
<td>12,000</td>
<td>-</td>
<td>337,169</td>
</tr>
<tr>
<td>Gain/(loss) on disposal of capital assets</td>
<td>(59,106)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(59,106)</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, wages and employees benefits</td>
<td>904,957</td>
<td>582,747</td>
<td>1,386,581</td>
<td>136,366</td>
<td>6,000</td>
<td>482,345</td>
<td>247,505</td>
<td>3,746,501</td>
</tr>
<tr>
<td>Long-term debt interest expense</td>
<td>-</td>
<td>1,609</td>
<td>2,010</td>
<td>1,870</td>
<td>-</td>
<td>26,622</td>
<td>14,934</td>
<td>56,845</td>
</tr>
<tr>
<td>Materials</td>
<td>85,742</td>
<td>288,553</td>
<td>1,276,135</td>
<td>39,304</td>
<td>128</td>
<td>426,896</td>
<td>40,261</td>
<td>2,156,602</td>
</tr>
<tr>
<td>Contracted services, rents and financial</td>
<td>55,450</td>
<td>1,020,562</td>
<td>731,584</td>
<td>1,001,683</td>
<td>7,348</td>
<td>69,881</td>
<td>215,861</td>
<td>3,102,369</td>
</tr>
<tr>
<td>External transfers</td>
<td>-</td>
<td>99,183</td>
<td>-</td>
<td>17,000</td>
<td>33,486</td>
<td>-</td>
<td>9,616</td>
<td>149,669</td>
</tr>
<tr>
<td>Amortization</td>
<td>53,468</td>
<td>256,158</td>
<td>1,379,643</td>
<td>133,286</td>
<td>-</td>
<td>249,979</td>
<td>9,616</td>
<td>2,082,150</td>
</tr>
<tr>
<td><strong>ANNUAL SURPLUS (DEFICIT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,099,617</td>
<td>2,258,195</td>
<td>4,775,953</td>
<td>1,312,509</td>
<td>30,476</td>
<td>1,289,209</td>
<td>528,177</td>
<td>11,294,136</td>
</tr>
<tr>
<td></td>
<td>1,554,515</td>
<td>(199,529)</td>
<td>(811,302)</td>
<td>559,628</td>
<td>(3,626)</td>
<td>(228,632)</td>
<td>(72,507)</td>
<td>798,547</td>
</tr>
</tbody>
</table>

---

DRAFT
## CORPORATION OF THE TOWNSHIP OF MALAHIDE

### Consolidated Schedule of Segment Disclosure

For the Year Ended December 31, 2014

<table>
<thead>
<tr>
<th></th>
<th>General Government</th>
<th>Protection Services</th>
<th>Transportation Services</th>
<th>Environmental Services</th>
<th>Health Services</th>
<th>Recreation Services</th>
<th>Planning and Development Services</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxation and local improvements</td>
<td>957,387</td>
<td>1,707,618</td>
<td>2,798,500</td>
<td>410,246</td>
<td>30,270</td>
<td>649,083</td>
<td>217,303</td>
<td>6,770,407</td>
</tr>
<tr>
<td>Sales of services and regulatory fees</td>
<td>99,824</td>
<td>55,996</td>
<td>11,262</td>
<td>1,050,271</td>
<td>100</td>
<td>457,252</td>
<td>56,767</td>
<td>1,731,472</td>
</tr>
<tr>
<td>Government transfers</td>
<td>1,552,908</td>
<td>18,563</td>
<td>1,381,340</td>
<td>105,196</td>
<td>-</td>
<td>-</td>
<td>77,184</td>
<td>3,135,191</td>
</tr>
<tr>
<td>Other</td>
<td>282,644</td>
<td>61,009</td>
<td>-</td>
<td>10,730</td>
<td>-</td>
<td>1,533</td>
<td>-</td>
<td>355,916</td>
</tr>
<tr>
<td>Loss on disposal of capital assets</td>
<td>(11,200)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(11,200)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, wages and employees benefits</td>
<td>1,018,902</td>
<td>606,857</td>
<td>1,418,383</td>
<td>133,046</td>
<td>3,700</td>
<td>484,626</td>
<td>277,078</td>
<td>3,942,592</td>
</tr>
<tr>
<td>Long-term debt interest expense</td>
<td>14</td>
<td>12,400</td>
<td>-</td>
<td>2,752</td>
<td>-</td>
<td>28,562</td>
<td>8,833</td>
<td>52,561</td>
</tr>
<tr>
<td>Materials</td>
<td>108,385</td>
<td>574,439</td>
<td>1,549,690</td>
<td>265,019</td>
<td>22,147</td>
<td>431,457</td>
<td>37,158</td>
<td>2,631,295</td>
</tr>
<tr>
<td>Contracted services, rents and financial</td>
<td>94,900</td>
<td>645,599</td>
<td>450,350</td>
<td>963,486</td>
<td>4,364</td>
<td>41,105</td>
<td>76,263</td>
<td>2,575,767</td>
</tr>
<tr>
<td>External transfers</td>
<td>-</td>
<td>93,782</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>41,308</td>
<td>-</td>
<td>135,080</td>
</tr>
<tr>
<td>Amortization</td>
<td>43,568</td>
<td>244,011</td>
<td>1,269,004</td>
<td>132,804</td>
<td>-</td>
<td>244,412</td>
<td>13,652</td>
<td>1,947,457</td>
</tr>
<tr>
<td></td>
<td>1,265,769</td>
<td>2,119,724</td>
<td>4,687,427</td>
<td>1,497,107</td>
<td>30,211</td>
<td>1,271,470</td>
<td>412,984</td>
<td>11,284,692</td>
</tr>
<tr>
<td><strong>ANNUAL SURPLUS (DEFICIT)</strong></td>
<td>1,615,794</td>
<td>(276,538)</td>
<td>(496,325)</td>
<td>79,336</td>
<td>159</td>
<td>(163,602)</td>
<td>(61,730)</td>
<td>697,094</td>
</tr>
</tbody>
</table>
June 2, 2016

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

Dear Members of Council:

Re: Audit Findings

This letter has been prepared to assist you with your review of the financial statements of Corporation of The Township of Malahide for the year ending Thursday, December 31, 2015. We look forward to meeting with you and discussing the matters outlined below.

Significant Matters Arising

Changes to Audit Plan

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

Other Matters

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

Significant Difficulties Encountered

There were no significant difficulties encountered during our audit.

Comments on Accounting Practices

Accounting Policies

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

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

Significant Accounting Estimates

There were no significant estimates/judgements contained in the financial statements.
Significant Financial Statement Disclosures
We did not identify any financial statement disclosures that are particularly significant, sensitive or require significant judgments, that we believe should be specifically drawn to your attention.

Uncorrected Misstatements
We accumulated no significant uncorrected misstatements during our audit.

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

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

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

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

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

Other Audit Matters of Governance Interest
We did not identify any other matters to bring to your attention at this time.

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

We hope the information in this audit findings letter will be useful. We would be pleased to discuss them with you and respond to any questions you may have.
This letter was prepared for the sole use of those charged with governance of Corporation of The Township of Malahide to carry out and discharge their responsibilities. The content should not be disclosed to any third party without our prior written consent, and we assume no responsibility to any other person.

Sincerely,

GRAHAM SCOTT ENNS LLP
Chartered Professional Accountants

[Signature]

Robert Foster, CPA, CA
Partner

Acknowledgement of Members of Council:
We have read and reviewed the above disclosures and understand and agree with the comments therein:

Per: Corporation of The Township of Malahide

Signed: _______________________________ Date: _______________________
Print Name: ___________________________
June 2, 2016

Graham Scott Enns LLP
450 Sunset Drive
St. Thomas, Ontario
N5R 5V1

Dear Sir/Madame:

This representation letter is provided in connection with your audit of the financial statements of Corporation of The Township of Malahide for the year ended December 31, 2015 for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with Canadian accounting standards for public sector entities.

We confirm that (to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves):

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated December 1, 2015 for the preparation of the financial statements in accordance with Canadian accounting standards for public sector entities; in particular, the financial statements are fairly presented in accordance therewith.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian accounting standards for public sector entities.
- All events subsequent to the date of the financial statements and for which Canadian accounting standards for public sector entities require adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.
- We have disclosed that all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements have been disclosed.
Information Provided

- We have provided you with:
  * access to all information of which we are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
  * additional information that you have requested from us for the purpose of the audit; and
  * unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

All transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:
  * management;
  * employees who have significant roles in internal control; or
  * others where the fraud could have a material effect on the financial statements.
- We have disclosed to you all information in relation to allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others.
- We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware.
- We have acknowledged responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

Yours truly,

Suzanna Dieleman, Treasurer/Director of Finance

Michelle Casavecchia-Somers, CAO
<table>
<thead>
<tr>
<th>Refno</th>
<th>Description</th>
<th>Assets</th>
<th>Liabilities</th>
<th>Equity</th>
<th>Income</th>
<th>Expenses</th>
<th>Annotation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Understated/(Overstated)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
December 1, 2015

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

Dear Members of Council:

Re: Audit Planning

We are writing this letter in connection with our audit of the consolidated financial statements for the period ending Thursday, December 31, 2015.

Our purpose in writing is to ensure effective two-way communication between us in our role as auditors and yourselves with the role of overseeing the financial reporting process. In this letter we will:

a) Address our responsibilities as independent auditors and provide information about the planned scope and timing of our audit.

b) Request a response to some audit questions and any additional information you may have that could be relevant to our audit.

Current Developments in the Profession

Over the past number of years there have been significant developments in the area of financial reporting, corporate governance and auditing. The upcoming changes over the next few fiscal years for financial reporting as it relates to public sector accounting standards are described below.

PS 3450 - Financial instruments

The organization will be required to adopt the new standard PS 3450 - Financial instruments. This new standard will improve reporting and disclosures of financial instruments and financial risks that the organization is exposed to. This standard may require the organization to report certain financial instruments either at fair market value or amortized cost and to disclose certain risks such as liquidity, credit and market. These disclosures are not required under the current PSAB framework, but are consistent with other reporting frameworks within the handbook. This standard will apply for fiscal years beginning on or after April 1, 2016, which would be the year end December 31, 2017. Section PS 1201 - Financial Statement Presentation and PS 2601 - Foreign Currency Translations have also been amended to incorporate the changes associated with PS 3450 - Financial Instruments and would need to be adopted in the same period.
PS - 3260 Liability for Contaminated Sites
The organization will be required to adopt the new standard PS 3260 - Liability for Contaminated Sites. This new standard is separate from PS 3270 - Solid waste landfill closure and post closure liability. It explains when environmental obligations become the responsibility of the government, are required to be reported as a liability, what is considered contamination, and the disclosure requirements. This standard would include properties such as abandoned gas stations, abandoned military installations or unexpected events resulting in contamination. Uncertainties about the existence or non-existence of contamination does not eliminate the need to determine if a liability exists and should be recognized. Instead recognition depends on the probability that future site investigations confirm that contamination exceeds an environmental standard that existed at the balance sheet date. This estimate will involve professional judgment supplemented by third party experience and independence. The estimated liability includes costs to bring the site up to minimum standards. This standard is now applicable for all government financial statements issued.

We as auditors are not responsible for ensuring that the organization is prepared for the introduction of these standard and these standards will only be considered in so far as it affects our audit responsibilities under Canadian Auditing Standards. Management and Council are responsible for analyzing the impact on the organization, developing plans to mitigate the effects, and the preparation of the financial statements under these new or updated Public Sector Accounting handbook standards.

Auditor Responsibilities
As stated in the engagement letter dated December 1, 2015, our responsibility as auditors of your organization is to express an opinion on whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the organization in accordance with Canadian accounting standards for public sector entities.

An audit is performed to obtain reasonable but not absolute assurance as to whether the financial statements are free of material misstatement. Due to the inherent limitations of an audit, there is an unavoidable risk that some misstatements of the financial statements will not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed.

Our audit includes:

- Assessing the risk that the financial statements may contain misstatements that, individually or in the aggregate, are material to the financial statements taken as a whole; and
- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.

As part of our audit, we will obtain a sufficient understanding of the business and the internal control structure of Corporation of The Township of Malahide to plan the audit. This will include management's assessment of:

- The risk that the financial statements may be materially misstated as a result of fraud and error; and,
- The internal controls put in place by management to address such risks.

Planned Scope and Timing of Our Audit
In developing our audit plan, we worked with management to understand the nature of the entity Corporation of The Township of Malahide and to identify and assess the risks of material misstatement in the consolidated financial statements, whether due to fraud or error. Our audit plan has been
designed to focus on the identified areas of risk.

Materiality

Overall materiality will be used to:

a) plan and perform the audit; and,

b) evaluate the effects of identified and uncorrected misstatements on the audit procedures performed as well as on the consolidated financial statements.

The materiality amount will be reassessed at period end to ensure it remains appropriate.

Internal Control

To help identify and assess the risks of material misstatement in the consolidated financial statements, we obtain an understanding of internal control relevant to the audit. This understanding is used in the design of appropriate audit procedures. It is not used for the purpose of expressing an opinion on the effectiveness of internal control. Should we identify any significant deficiencies in the internal control and accounting systems, we will communicate them to you in our audit findings letter.

Significant Risks

In planning our audit, we identify significant financial reporting risks that, by their nature, require special audit consideration. The significant risks we have identified and our proposed audit response is outlined below:

<table>
<thead>
<tr>
<th>Significant Risks</th>
<th>Proposed Audit Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue recognition and completeness</td>
<td>Analytical procedures Substantive testing of revenues, including the consistent application of accounting policies Review of cut-off procedures</td>
</tr>
<tr>
<td>Management override</td>
<td>Inquiries of management Review of journal entries Review of related-party transactions and management estimates</td>
</tr>
</tbody>
</table>

If there are specific areas that warrant our particular attention during the audit or where you would like us to undertake some additional procedures, please let us know.

Uncorrected Misstatements

Where we identify uncorrected misstatements during our audit, we will communicate them to management and request that they be corrected. If not corrected by management, we will then request that you correct them. If not corrected by you, we will also communicate the effect that they may have individually, or in aggregate, on our audit opinion.

Audit Findings

At the conclusion of our audit, we will prepare an audit findings letter to assist you with your review of the consolidated financial statements. This letter will include our views and comments on matters such as:

- significant matters, if any, arising from the audit that were discussed with management;
- significant difficulties, if any, encountered during the audit;
- qualitative aspects of the entity's accounting practices, including accounting policies, accounting estimates and financial statement disclosures;
- uncorrected misstatements; and
- any other audit matters of governance interest.
Audit Questions and Requests

Fraud

To help us in identifying and responding to the risks of fraud within the entity, we would appreciate your responses to the following questions:

1. What oversight, if any, do you provide over management’s processes for identifying and responding to fraud risks? Management’s processes could include policies, procedures, programs or controls that serve to prevent, detect and deter fraud.

2. Do you have any knowledge of any actual, suspected or alleged fraud, including misappropriation of assets or manipulation of the consolidated financial statements, affecting the entity? If so, please provide details and how the fraud or allegations of fraud were addressed.

Other Matters

Would you please bring to our attention any significant matters or financial reporting risks, of which you are aware, that may not have been specifically addressed in our proposed audit plan. This could include such matters as future plans, contingencies, events, decisions, non-compliance with laws and regulations, potential litigation, specific transactions (such as with related parties or outside of the normal course of business) and any additional sources of audit evidence that might be available.

We recognize your significant role in the oversight of the audit and would welcome any observations on our audit plan.

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

Sincerely,

GRAHAM SCOTT ENNS LLP
Chartered Professional Accountants

Robert Foster, CPA, CA
Partner

Per: Corporation of The Township of Malahide

Signed: ________________________________ Date: ____________________

Print Name: ________________________________
On behalf of the Presidents of the Ontario Municipal Management Institute and the Ontario Association of Fire Chiefs, we are pleased to advise you of the achievement of the Certified Municipal Manager, with the Fire Service enhancement, by a member of your staff:

Brent Smith  
Director, Fire & Emergency Services  
recognized and awarded  
CMM III Fire Service Professional

The CMM provides a tangible recognition of all education and work experience, as well as, a framework to focus the member’s career development. Over 1,600 local government administrators hold one, of four levels of the CMM designation, representing over 30 professions. Accredited members include all levels of management from front-line staff and Supervisors to Department Heads and CAO’s in the local government sector.

The Fire Service enhancements were established to provide those in the fire profession a specific recognition to accompany a member’s CMM. All recipients of this designation have successfully met both the specific education and job responsibility requirements as determined by the OAFC.

May we ask if you would arrange to have this award recognized at a Council meeting or at another appropriate function. A brief synopsis of our Associations’ mandates are provided.

Yours truly,

John Prno, CMM III EMS Executive  
President, OMMI  

Matt Pegg, CMM III Fire Service Executive  
President, OAFC

Enclosure
Report to Council

REPORT NO.: F16-09
DATE: May 17, 2016
ATTACHMENT: None
SUBJECT: Emergency Services Activity Report - April

Recommendation:

THAT Report No. F16-09 entitled “Emergency Services Activity Report – March” be received.

Background:

Department Response

In April 2016, Malahide Fire Services responded to twenty-eight (28) incidents as compared to twenty-five (25) incidents in 2015, twenty eight (28) incidents in 2014 and eighteen (18) in 2013.

Medical incidents accounted for approximately forty-three (43%) of all April incidents as compared to 60% in April 2015.

Station Response

Of the twenty-eight (28) incidents in April 2016, Station #1 responded to seven (7) incidents, Station #2 to seven (7), Station #3 to four (4) incidents, and Station #4 to ten (10) incidents.
Department protocols provide for response by additional Stations depending on the type of incident reported (e.g. MVC, structure fire, water rescue).

Individual Station responses resulted in Station #1 responding to eight (8) incidents, Station #2 responding to nine (9), Station #3 to seven (7), and Station #4 responding to ten (10).

<table>
<thead>
<tr>
<th>April Incidents by Station</th>
<th>April Station Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station 1</td>
<td>10</td>
</tr>
<tr>
<td>Station 2</td>
<td>7</td>
</tr>
<tr>
<td>Station 3</td>
<td>4</td>
</tr>
<tr>
<td>Station 4</td>
<td>7</td>
</tr>
</tbody>
</table>

Fire Prevention

The April fire safety message of the month was “Get Out Alive – Plan Your Escape”.

Fire Prevention Staff took part in the Forest of Reading at Springfield Public School reading and teaching fire drills and home escape plans to 100 students.

In April Fire Prevention staff took part in a Barn Safety information session at Elgin Feeds in Aylmer promoting barn fire prevention to 35 people.

Upcoming Events

Fire Extinguisher/MVC Training OPC – May, 2016
School Visit – Sommers Corners Public School – May 2016
Farm Safety Day – Immanuel Christian School – June 2016
Springfield Fun Day – June 4, 2016

August, 2016 Events:
- Aylmer Fair
- Lake Whittaker Conservation Area
- South Dorchester Firemen’s Pork BBQ
- Malahide Fire Services Car Show
- Dalewood Conservation Area
- Optimist Bingo

September 2016 Events:
- OPC Cadet Training
- Terrance Lodge Family Day

Fire Prevention Week – October 2016

Fire Safety Inspections

In April 2016, Staff conducted eight (8) inspections at various properties and occupancies. One (1) inspection order for non-compliance was issued.
Ontario Police College

To date in 2016, Staff has trained approximately 266 Police Cadets. The Township has invoiced $1,130.50 for this training.

The next training session at OPC is May 2016.

To date in 2016 Staff have filled 67 bottles for the OPC. The Township has invoiced a total of $469.00 for this service.

Motor Vehicle Collision Revenues

Fire Services responded to no motor vehicle collisions (MVC) on Talbot Line (Hwy. 3) and five (5) on Township or County Roads in April. To date in 2016 we have invoices MTO $2,025.00 for services provided and $12,095.00 to non-residents of Malahide Township.

Burn Permits

To date in 2016, Staff have issued two hundred sixty-one (261) burn permits.
General

Automatic Aid Agreement(s)
The Automatic Aid Agreement with Central Elgin was not activated in April 2016.

Mutual Aid
Malahide Fire Services was not requested for or received Mutual Aid assistance from other departments in April.

Emergency Management Program

Emergency Response
No Activities to report.

Public Education/Awareness

Emergency Preparedness Week – May 1-7, 2016

Training

TBD

Emergency Management Program Committee

Next meeting - TBD

2016 Program Compliance Activities

EMPC Meeting – TBD
ERP Review – TBD
Annual Exercise – TBD
Malahide Flood Plan Review – TBD
Annual CCG Training – TBD

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

One of the goals that support the “Our Community” Strategic Pillar relates to “Keep Our Community Safe” by undertaking a long range strategy, in consultation with the appropriate emergency services authorities, to identify resources required to optimize the provision of emergency services.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approved by:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H. Brent Smith</strong></td>
<td><strong>[Signature]</strong></td>
</tr>
</tbody>
</table>
Report to Council

REPORT NO.: F16-11
DATE: May 26, 2016
ATTACHMENT: Draft Rental Agreement
SUBJECT: Training Facility Rental Agreement

Recommendation:

THAT Report No. F16-11 entitled “Training Facility Rental Agreement” be received;

AND THAT the Training Facility Rental Agreement with the Town of Ingersoll for the rental of the Firefighting Training Facility located at 110 Mutual Street North, Ingersoll, Ontario, be approved.

Background:

All Malahide Fire Services recruit firefighters are required to complete the Joint Action Training Group (“JTAG”) recruit training program.

Each year, the program participants have attended the Burlington Burn Tower to complete live burn training for one weekend. The cost to rent the tower and travel costs for firefighters is a significant cost to the overall program. The Town of Ingersoll has recently built a similar tower. The JTAG organizers have made arrangements to use the Ingersoll facility, at no cost, which will allow the participating municipalities to enjoy cost savings as a result of the closer proximity of the Ingersoll location.

The Town of Ingersoll requests that all participating municipalities in the JTAG group execute the attached Training Facility Rental Agreement.

Comments/Analysis:

The Township Staff have reviewed the proposed Rental Agreement for use of the facility on June 11 and 12, 2016 and recommend the approval of the terms.
Financial Implications to Budget:

There will be no impact to the current budget.

Relationship to Cultivating Malahide:

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

One of the goals that support the Our Community Strategic Pillar relates to providing timely and effective service to our community.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approved by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brent Smith</td>
<td></td>
</tr>
</tbody>
</table>
Permission, Release, Covenant and Indemnification dated this 12th day of April, 2016

BETWEEN:
Corporation of the _______________________

(hereinafter referred to as “Facility User”)

-and-

THE CORPORATION OF THE TOWN OF INGERSOLL

(hereinafter referred to as the “Town”)

WHEREAS the Facility User wishes to use the firefighting training facility owned by the Town located at 110 Mutual Street North, in the Town of Ingersoll (the “Training Centre”) for the purposes of fire related training exercises;

AND WHEREAS the Town is agreeable to permitting the Facility User to use the Training Centre, but only on the terms and conditions set out in this Permission, Release, Covenant and Indemnification (the “Agreement”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

Grant of Permission

1. Subject to the terms and conditions hereinafter set forth, the Town hereby grants unto the Facility User, insofar as the Town can legally do so, permission for the use of the designated Rental Area (“Rental Area”) of the Training Centre and/or Rental Equipment for the Rental Period (“Rental Period”) as set out in Schedule “A” (the “Permission to Use”).

Fees

2. In consideration of the Permission to Use, the Facility User agrees to pay any and all fees for facilities, equipment, consumables, staff and/or any additional requests as may be agreed to and/or authorized by the Facility User and/or the Facility User’s agents as set out on Schedule “A” – Permission to Use.
3. The Facility User shall be liable for all damage to the Rental Area, Rental Equipment and/or other facilities of the Town, including those within the Training Centre, attributable to acts or omissions of the Facility User, all of the Facility User’s firefighters, employees, agents, contractors, trainees and users of the Training Centre (collectively referred to as the “Facility User’s Participants”). The Town reserves the right to eject any objectionable person or persons from the Training Centre and upon exercise of this authority through the Fire Chief or their designate, the Facility User hereby waives any right and all claims for damages, except where such damages result from negligent actions of the Town or anyone with legal authority to act on behalf of the Town. The Facility User hereby covenants and agrees that no part of the Training Centre will be damaged or otherwise impaired during or as a result of the Facility User’s use of the Training Centre, including the training, and the Training Centre shall be returned to the Town in the same condition in which it was provided to the Facility User. The Facility User will promptly and fully reimburse the Town for any reasonable costs and expenses incurred by the Town to restore the Training Tower or any other part of the Training Centre to that condition. In the event of any such required restoration, the Town shall provide notice to the Facility User prior to any works being carried out at the Training Towner and/or Training Centre and provide an opportunity for the Facility User to inspect the condition of the facilities, which inspection shall be carried out by the Facility User within 24 hours of receiving notice, and the Town shall provide the Facility User with an estimate of the restoration costs. The Town may carry out the required restoration works:

- a) immediately following an inspection by the Facility User;
- b) anytime following the 24 hours after the Town provides notice to the Facility User of the requirement for restoration works; or
- c) at any time if the estimated costs for the works are less than $1000.00.

The Facility User shall reimburse the Town’s reasonable costs and expenses immediately upon receipt of an invoice from the Town for the works required to restore the Training Centre and Training Tower to the same condition in which it was provided to the Facility User. The Town will assess the said cost and expenses to include the cost of the Town’s personnel at $70/hour or part thereof per person to restore the Training Centre to a clean and orderly condition following the use of the Training Centre by the Facility User.

4. The Facility User hereby acknowledges that it is fully aware of the risks inherent in training firefighters at the Training Centre or otherwise and associated activities and the Facility User covenants and agrees that the Facility User shall assume all such risks. The Facility User also covenants and agrees that it shall ensure that the persons running and
instructing the training programs at the Training Centre have been instructed to read and understand the Town of Ingersoll Training Centre Policies Manual (the “Policy Manual”), provided by the Town, attached hereto as Schedule “E”, and the Facility User undertakes to instruct the Facility User’s Participants to promote compliance with the policies and any and all signage posted at the Training Centre. The Facility User covenants and agrees that it shall be fully responsible for any failure or neglect by any of the Facility User’s Participants to do so and any consequences arising therefrom. The Facility User also covenants and agrees that it shall ensure that if at any time any of the Facility User’s Participants are not physically fit to participate or to continue participating in the training, the Facility User will take all necessary actions to prevent such individual from participating or continuing to participate in the training and will take all necessary measures to ensure that such individual receives proper and timely medical treatment if his or her condition warrants it.

5. The Facility User shall at all times comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force. The Facility User also covenants, and agrees that it shall ensure that all the Facility User’s Participants will strictly observe all lawful requests, orders, demands and instructions of the Town, in particular, those of the Ingersoll Fire & Emergency Services, relating to use of the Training Centre. The Facility User also covenants and agrees that it shall ensure that all the Facility User’s Participants will wear clothing, apparel and equipment that is suitable for participating in the training at the Training Centre.

6. The Facility User accepts the Training Centre and, in particular, the Training Tower in the condition that exists at any time during the training, and the Facility User covenants and agrees not to call upon the Town to take any action to prepare, repair or improve the Training Centre and, in particular, the training tower for the Facility User’s use, in particular, the training.

7. The Facility User also covenants and agrees not to call upon the Town to assist in the training.

8. The Facility User shall not permit any person less than eighteen (18) years of age to be at the Training Centre, excluding classroom exercises.

9. No alcoholic beverages or smoking are permitted in any part of the Training Centre.
10. The Facility User agrees not to bring on to the Training Centre any material, substance, equipment, or object which is likely to endanger the life of or cause bodily injury to any person or which is likely to constitute a hazard.

11. The Town reserves the right to enter the Rental Area and/or the Training Centre during the Rental Period to ensure compliance with this Agreement.

**Release and Indemnity**

12. The Facility User, for itself, and each of the respective council members, officers, employees, servants, agents, and administrators, both present and future, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them, (collectively referred to as the “Releasors”) HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, WAIVES AND FOREVER DISCHARGE the Town, including any and all of its Councillors, officials, officers, employees, servants, contractors, representatives, successors, agents and assigns (collectively referred to as the “Releassees”) FROM AND AGAINST any and all claims, demands, suits, actions, causes of action and proceedings AND OTHERWISE FROM AND AGAINST any and all liability of any kind or nature whatsoever, for damages, losses, costs or expenses (including legal fees and disbursements) or otherwise, in respect of death, injury, loss or damage to persons or property or otherwise, that the Releasors may have against the Releassees or that may be brought against or made against the Releassees arising now or in the future as a direct or indirect result of the use of the Training Centre or of the fire related training exercises or any activities in connection therewith, with the exception of any negligence on the part of the Town. The Facility User covenants and agrees to provide an executed Operating Guideline Agreement attached as Schedule “C” from all of the Facility User’s Instructors.

13. The Facility User covenants and agrees that the Facility User shall be FULLY LIABLE FOR and shall FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town FROM AND AGAINST any and all claims, demands, suits, actions, causes of action and proceedings AND FROM AND AGAINST any and all liability of any kind or nature whatsoever, for damages, losses, costs or expenses (including legal fees and disbursements) or otherwise, arising out of or relating to personal injury, death, property damage or loss, or other damages or losses or otherwise incurred by the Town, the Facility User or any of the Facility User’s Participants or any third party arising out of the negligence, wrongful acts or omissions, or wilful misconduct of the Facility User, the Facility User’s Participants or any person for which the Facility User is responsible in law in connection with the use of the Training Centre or of the training or of any activities in connection therewith.
14. The payment of fees and other charges set out herein shall not limit the Town’s right to claim other damages for breach of this Agreement.

15. The Town makes no warranty or representation, express or implied, statutory or otherwise, that the Rental Area or facilities of the Training Centre will meet the Facility User’s requirements or are fit for a particular purpose. The Facility User acknowledges that it has inspected the Rental Area and/or facilities of the Town and determined the Rental Area and the Training Centre facilities are suitable for its purpose.

Insurance

16. Without limiting the generality of the foregoing, the Facility User hereby covenants and agrees to obtain, no later than 15 calendar days prior to the first day of scheduled use, and maintain in full force and effect throughout the Rental Period, at its own cost, Commercial General Liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for third party bodily injury, property damage and personal injury. Such policy shall:
   a) have inclusive limits of not less than FIVE MILLION DOLLARS ($5,000,000) per occurrence;
   b) contain a cross-liability clause endorsement of standard wording; add the Town as an additional insured;
   c) not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given to the Town at least thirty (30) clear days before the effective date thereof;
   d) provide that the Facility User’s liability insurance shall apply as primary insurance and not in excess to any liability insurance available to the Town; and

17. The Facility User acknowledges and accepts that the Town's permission to the Facility User to use the Training Centre for training given hereunder may be terminated, in whole or in part (including, without limitation, on or for a specific date or dates or otherwise), by Ingersoll Fire & Emergency Services, acting through the Fire Chief or their designate, immediately for the Facility User’s breach of any term or condition of this Agreement by the Facility User, the Facility User’s Participants or any other person for which it is responsible in law or for any emergency, construction, repair, renovation, health, safety or other bona fide reason, without liability, cost or penalty to the Town and without prejudice to any other rights or remedies available to the Town under this Agreement or at law or in equity or by statute.
18. In the event of any expiration or termination of this Agreement for any reason whatsoever, the Facility User acknowledges and accepts that Sections 12 through 16 shall survive such expiration or termination. Further, and despite the foregoing, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect until all obligations of the Facility User hereunder are satisfied.

19. This Agreement and any Schedules attached hereto contain the entire and only agreement between the Facility User and the Town relating to the subject matter herein. This Agreement supersedes all prior negotiations, representations, agreements, commitments, whether written or oral, with respect to the subject matter hereof. This Agreement may not be altered or otherwise modified, except in writing and executed by the Town and the Facility User.

20. Any notice required to be given under this Agreement shall be delivered in writing personally or by mailing said notice by prepaid registered post addressed as follows:

Town:

The Corporation of the Town of Ingersoll
Ingersoll Fire & Emergency Services
Attention: Fire Chief
110 Mutual Street, North
Ingersoll, Ontario
N5C 1Z7

Facility User:

Township of ______________

Attention: Fire Chief

Or to such other address as the parties hereto or either of them may designate by notice in writing or the other, given in accordance with the provisions of the Agreement. Any notice in writing between the parties shall be considered to have been received by the addressee on the date of delivery by hand to an employee or an officer of the party for whom they are intended at the specified address and any notice in writing mailed as
aforesaid shall be deemed to have been received by the addressee within five (5) days of the date of mailing.

21. The Facility User shall be required to provide to the Town a certificate of good standing certifying the Facility User has fully complied with the requirements of Ontario workers compensation laws, including payment of premiums for workers compensation insurance with respect to the employees of the Facility User.

22. This Agreement cannot be assigned or transferred without the written consent of both the Town and the Facility User.

23. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals, duly attested by the hands of their proper signing officers in that behalf.

)  TOWNSHIP OF __________________________
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
SCHEDULE "A"

SCHEDULE "A" – "PERMISSION TO USE TRAINING FACILITY"

Rental Period is as follows:

June 12, 2016
June 13, 2016

Fees are as follows:

$ NIL / day

Rental area is as follows:

All buildings / structures in the training area.
Classroom and washroom facilities in the Fire station.
SCHEDULE "B"

STANDARD CERTIFICATE OF INSURANCE FORM TO BE INSERTED
SCHEDULE “C”

INGERSOLL FIRE & EMERGENCY SERVICES TRAINING CENTRE

Operating Guideline Agreement

I .................................................. have read, understand and agree to adhere to the Ingersoll Fire & Emergency Services Policy Manual provided by The Corporation of The Town of Ingersoll through the Ingersoll Fire & Emergency Services.

All activities conducted at the Training Centre shall comply with the Ingersoll Fire & Emergency Services Training Centre Policy Manual and notices posted at the Training Centre.

Instructor’s Signature

Witness’s Signature
SCHEDULE “D”

FULL AND FINAL RELEASE AND INDEMNITY

I, _______________________________ am enrolled in a course entitled _______________________________ (the “Course”), being conducted by the _______________________________ (“Facility User”), and, as part of the Course, wish to participate in the fire training program to be conducted by the Facility User at the training facility owned by The Corporation of the Town of Ingersoll (the “Town”) and situated at 110 Mutual Street, North, Ingersoll, Ontario (the “Training Facility”) during some or all of the week days from _____ TO ____________, inclusive, and to engage in activities related or ancillary to this (the “Program”).

I warrant that I am physically fit and able and am qualified to participate in the Course and in the Program and engage in activities at the Training Facility.

I acknowledge that the Town, acting through the Ingersoll Fire & Emergency Services, will grant me permission to participate in the Program and engage in its activities, provided that I first agree to the following terms and conditions (the “Permission”).

I AGREE:

1. That I will read any safety guidelines and precautions provided by the Town through the Ingersoll Fire & Emergency Services or an affiliated trainer and will strictly comply and abide by such guidelines and precautions, though I understand that the Town is under no obligation to provide such information, and at all times I will observe all lawful requests, orders, demands and instructions of the Ingersoll Fire & Emergency Services;

2. That I am fully aware of the risks inherent in participating in the Course and in the Program and in engaging in the Course and Program activities and assume all such risks;

3. That I will wear clothing, apparel and equipment that is suitable for participating in the Program;

4. That, should I, at any time during the Program, feel physically unfit to participate or to continue participating in the Program, I will immediately cease my participation and seek medical treatment.

IN CONSIDERATION of my participation in the Course and in the program, I, for myself, my heirs, executors, administrators, successors and assigns (collectively referred to as the “Releasors”), HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Town, including any and all of its agents, councillors, officials, employees, servants, contractors, representatives, successors and assigns, (collectively referred to as the “Releasees”) FROM
AGAINST AND OF ANY AND ALL claims, demands, damages, costs and expenses of any kind whatsoever, in respect of death, injury, loss or damage to my person or property, arising or to arise by reason of this Permission (including any of the activities for which this Permission is being granted), regardless of whether I am a spectator, participant, or otherwise, and regardless of whether prior to, during or subsequent to granting of this Permission, with the exception of any negligence on the part of the Town/Releasees. I agree that this release will survive the termination of this Permission.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasors will not make any claim or take and/or continue any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Negligence Act and the amendments, thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure from the Releasees discharged by this Full and Final Release, in connection with the claims outlined above and in the Actions. IT IS AGREED AND UNDERSTOOD that if the Releasors commence such an action, or take such proceedings, and the Releasees (or any of them) are added to such proceeding by the Releasor, whether justified in law or not, the Releasors will immediately discontinue the proceedings and/or claims and will be liable for any legal costs incurred by the Releasor. This Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasors with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasors in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

I FURTHER UNDERTAKE TO HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY the Releasees against any and all liability incurred by the Releasees arising as a result of or in any way connected to this Permission. I agree that this indemnity will survive the expiry or termination of this Permission.

I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREE to the above AGREEMENT, RELEASE, WAIVER and INDEMNITY.

Date: ____________________________  Students/Participant Name (please print)

Witness: __________________________  Signature of Student/Participant
PURPOSE: The purpose of the guideline is to establish the framework that all outside organizations must operate within when using the Ingersoll Fire & Emergency Services training facility.

SCOPE: This guideline shall be followed by all outside agencies renting space in the training grounds owned by the Corporation of the Town of Ingersoll and operated by the Ingersoll Fire & Emergency Services (IFES).

PROCEDURES: **Liaison Officer**

Before any training exercise takes place on the fire ground the IFES Liaison Officer and the renting agency representative will review this SOG and complete the “Safety Checklist for IFES Rentals” (copy attached at end of this SOG)

A pre-inspection of the fire station and training grounds will take place.

Any deficiencies will be noted on the Safety Checklist for Rentals sheet.

**Intoxicating Substances**

Any instructor or student found to be under the influence of alcohol drugs or any substance that may impair their judgment, shall not be allowed on the fire ground and shall not be allowed to participate in the training exercise.
The Town of Ingersoll has a Zero Tolerance policy concerning the use of any substance that impairs the judgment and/or ability to work of any employee or anyone using the Ingersoll Fire and Emergency Service Training Center.

**Adverse Smoke Conditions**

The following procedures for adverse smoke conditions must be followed, to ensure that private property owners are impacted as little as possible during live fire training.

While burning class A fuel, wind direction from the south may affect the CN Rail line and private property owners to the North of our location.

Wind conditions that create smoke which interferes with the operations of CN rail line or enjoyment of the property owner will result in the stoppage of training. These will be referred to as “Restricted Conditions”.

If wind conditions change to restricted conditions during a burn, extinguish the fire and inform the course coordinator.

Weather conditions together with humidity may cause smoke to “hang” on the fire grounds and drift. If “hanging smoke” is occurring and affecting property owners or CN Rail, all burns will be extinguished.

Fresh air intakes to buildings at the Fire station and police station may bring in smoke from the fire ground. If these conditions are reported fires shall be extinguished.
**Burn Building Use**

**Pre-Burn Operations**

Fire shall be built only in the area designated with heat shields in place.

Only class A materials shall be used for fires.

Only one bale of hay shall be used at a time and must be placed in the barrel provided.

Burned and charred wood may also be used for fires.

If skids are used, no more than 4 skids shall be burned at a time and must be kept in the designated area.

**Lighting Fires**

Gasoline or other flammable liquids used for lighting fires is strictly prohibited.

The use of flares on an extension rod or a small portable propane torch shall be used to ignite wood piles.

Persons involved with lighting fires shall wear protective clothing and SCBA.

Prior to lighting a fire, a building walk-through shall be carried out to ensure no one else is in the building.

No fires shall be set on the second level or outside the designated area.
A charged and manned hose line will be in close proximity for additional protection when lighting fires.

Two instructors will be present when lighting fires. They will wear full protective clothing, SCBA and be in radio contact with the IC or ISO.

The back-up lines will be manned by two instructors who will be in full PPE including face piece worn and cylinders fully open

Fires will not be continuously burned throughout the training day. However, after each extinguishment, a fire pile may be rebuilt in order to prepare for the next scenario.

Post Burn Procedures

All debris that is not reusable after all evolutions are complete shall be removed and placed in the container provided. All fires will be fully extinguished prior to leaving the burn building at the end of training exercises.

The interior of the building will be washed down by assigned personnel who will wear PPE and SCBA.

Water Source

A minimum of two (2) sources of water supply shall be established. They will be from the fire hydrant on site and the water connection at the east side of the fire station.

All fire attack lines must be a minimum of 38mm and have flow rates of not less than 225 L/min as a minimum.

All safety lines must be a minimum of 38mm and have flow rates of not less
than 400 L/min.

Water source Emergency

In the event of a disruption of water supply to interior firefighting crews, all personnel shall be evacuated from the burn buildings immediately.

On duty personnel at the fire station will be notified immediately.

Protective Clothing and Equipment

Protective clothing and equipment shall be worn on the training ground to the appropriate level dictated by the type of training.

Personal Protective Clothing shall include:

Helmet with protective liner and face shield or goggles

Protective hood (see note below)

Turnout coat (see note below)

Turnout pants (see note below)

Structural fire fighting gloves (medical gloves in accordance with this S.O.G.)

Structural fire fighting boots
SCBA as required or assigned with PASS alarm.

Hearing protection as required or assigned

Eye protection as required or assigned

**Note:**

Ontario Regulation 714/94 “Firefighters – Protective Equipment” requires that firefighters who may be required to perform interior structural fire suppression duties be equipped with structural firefighting protective garments that meet or exceed the requirements of certain standards. If the garment was manufactured before March 1, 2007, it must meet the requirements of CAN/CGSB 155.1-M88 “Firefighters’ Protective Clothing for Protection Against Heat and Flame”. If the garment was manufactured after this date, it must meet NFPA 1971, “Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting”, 2007 edition.

Balaclava’s that meet or exceed NFPA 1971 – 2007 edition (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) are acceptable for protective hoods. Protective hoods do not eliminate the requirement for helmet liners.

In accordance with the Occupational Health and Safety Act it is the duty of all employees to use or wear the Protective Equipment that the employer requires to be used or worn.

**Use of Belay lines**

All personnel working at heights on the training grounds and that are at risk of falling, will wear an approved harness, be attached to a belay line with an
appropriate anchor system, and operated by experienced personnel.

RESPONSIBILITY: All training staff and firefighters using the fire training grounds.

Reviewed By: Fire Chief John Holmes

Approved By: Fire Chief John Holmes
## Training Facilities Checklist

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fire Station</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Washrooms Clean and Functional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Classroom Clean and Functional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Audio Visual Equipment Functioning</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Training Grounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Burn Building</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Burn Building free of excess Debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. All doors and Windows Functional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Stairs are in safe and operational condition</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Confined Space Building</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Search and Rescue Building</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. All windows and doors are operational</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Building is free of excess material</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INGERSOLL FIRE & EMERGENCY SERVICES

3  Any and All damage to interior of building has been noted  YES  NO
4  Training props are functioning and free from damage  YES  NO

Tower

1  Tower stairs and ladders are safe and operational  YES  NO
2  Any and All damage has been noted  YES  NO
3  Railings are in place and free from damage.  YES  NO
4  No excess debris has been left in and around tower.  YES  NO

Grounds

1  No excess training material or garbage has been left in the area.  YES  NO
2  Refuse container has been designated and is available for users.  YES  NO

Training Grounds SOG

1  Facility user has read and understands Ingersoll OP # FA-23  YES  NO

----------------------------------------------  ----------------------------------------------
Liaison Officer                                      Facility User Representative
----------------------------------------------  ----------------------------------------------
Date                                               Date

110 Mutual Street - Ingersoll, Ontario, N5C 1Z7 - Tel: 519-485-3910 - Fax: 519-485-6878 - www.ingersoll.ca
Report to Council

REPORT NO.: PS-16-23
DATE: May 27, 2016
ATTACHMENT:
SUBJECT: Tender Award: Vienna Line Pulverizing

Recommendation:

THAT Report No. PS-16-23 entitled “Tender Award: Vienna Line Pulverizing” be received;

AND THAT Tender R-16-08 for the Vienna Line Pulverizing be awarded to Claussen Farms Custom Farming, of Brucefield, Ontario, in the amount of $8,925.00 (plus applicable taxes).

Background:

Vienna Line from Imperial Road to Springfield Road is scheduled to be resurfaced in 2016. Prior to the resurfacing, the Township received advice from Golder Associates that the existing surface was not suitable for an overlay and that the existing surface should be pulverized to a depth of between 100 to 150 mm and topped with a double surface treatment.

Comments/Analysis:

To facilitate this work, the Township called for tenders to complete the pulverizing. Tenders were posted on the Township’s website and sent to Roto-Mill Inc., of Brampton Ont.; Walmsley Bros Ltd., of London, Ont.; and Claussen Farms Custom Farming Inc., of Brucefield, Ont.

The tender specified that Contractors were to provide a square meter unit price based on approximately 35,700 square meters. The tender stipulated a June 10th completion date. The completion date was placed in the tender in order to help coordinate construction activities and to ensure a completion date that will allow the Township to hard surfaced the road under favorable conditions. This stipulation does not appear to have adversely affected the unit prices. The Staff are pleased with the results of the tender call. The unit prices are shown in the chart below.
PRICE PER SQUARE METER

CLAUSSEN FARMS CUSTOM FARMING INC. $0.25
ROTO-MILL INC. $0.29
WALMSLEY BROS LTD. $0.39

Financial Implications to Budget:

As previously identified in Report No. PS-16-16 entitled “Contract Award: 2016 Supply and Apply Surface Treatment”, this work was not contemplated in the 2016 Budget but adjustments have been made to Single Surface Treatment Budget in order to accommodate this work.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Local Government” Strategic Pillar relates to “Embody Financial Efficiency throughout Decision-Making”. By proceeding with this project based on a competitive tender process, the Council is supporting this goal.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approved by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Johnson, CET, CMM III, DPA Director of Physical Services</td>
<td>Casavant [Signature]</td>
</tr>
</tbody>
</table>
Report to Council

REPORT NO.: CAO-16-04
DATE: May 27, 2016
ATTACHMENT: Draft Servicing Agreement
SUBJECT: ELGIN INNOVATION CENTRE – SERVICING AGREEMENT

Recommendation:

THAT Report No. CAO-16-041 entitled “Elgin Innovation Centre – Servicing Agreement” be received;

AND THAT the attached Draft Servicing Agreement be approved and be forwarded to the Town of Aylmer for its consideration and approval.

Background:

In September, 2013, the Council adopted a resolution to request the Town of Aylmer to enter into agreement with the Township of Malahide to extend Aylmer’s municipal water and sanitary services to the Elgin Innovation Centre (EIC) lands that are located within the Township of Malahide. At the same time, that Council also directed the Municipal Staff to consult with the Town of Aylmer and report back to the Council at a future meeting with respect to the process that would be required to be undertaken in order to complete such extension of municipal water and sanitary services.

On November 4, 2013, the Aylmer Town Council authorized its Staff to investigate the possibility of extending municipal services to the Elgin Innovation Centre. The Town’s Engineer was asked to proceed with preparing a “Servicing Report”, the cost of which would be covered by the developer (EIC). Last Fall, the Town’s Engineer confirmed the feasibility of extending the municipal services and both the Aylmer and Malahide Councils directed their respective Municipal Staff to meet for the purpose of preparing a draft servicing agreement for the extension of municipal water and sanitary sewer services to the EIC lands (516 John Street North) that are currently located on that site within the boundary of the Township of Malahide.

Comments/Analysis:

During the past number of months, the Municipal Staff have held several discussions with the Aylmer Staff regarding the process and specific conditions that would be
applicable in order to complete an extension of municipal water and sanitary services to the EIC.

During those discussions, it was determined that the best long term course of action for all parties (Aylmer, Malahide, EIC) was for the municipalities to seek a boundary adjustment so that all of the EIC lands are entirely within the geographic boundaries of the Town of Aylmer. This would reduce the current administrative and financial complications of having the EIC property straddle the two municipal boundaries. A subsequent report will be presented to the Council regarding this matter.

As mentioned above, while the long term strategy to address servicing of the EIC lands is to seek a boundary adjustment, there is an immediate servicing need to enable the “Planet Shrimp” shrimp farm operation to proceed. As a result, the Municipal Staff have proceeded to negotiate terms for a temporary servicing agreement. Based on those negotiations, a preliminary draft servicing agreement was prepared by Malahide’s Solicitor and forwarded to Aylmer Staff for review and consideration. Such agreement was reviewed and further modified by Aylmer’s Solicitor. The final draft version of the servicing agreement is attached to this report and is being recommended for approval by the Malahide Council. The Town of Aylmer Council will also consider approval of the draft agreement at its meeting to be held on June 6, 2016.

Once the servicing agreement has been approved by both the Aylmer and Malahide Councils, the Town will be in a position to negotiate specific terms/conditions with the Owner of the EIC to actually extend (construct) the municipal water and sanitary services to that portion of the EIC that is currently located within the Malahide boundary. This will enable the “Planet Shrimp” shrimp farm to become operational.

Financial Implications to Budget:

The 2016 Budget does include an allotment of $10,000 for the extension of services to the EIC. Thus, the approval of this project will have no impact on the budget as previously adopted by the Council.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Local Government” Strategic Pillar relates to “Pursue New Partnerships”. As well, one of the goals that support the “Our Economy” Strategic Pillar relates to “Focus on Local Economic Development”. By partnering with neighbouring municipalities to provide opportunities to service additional commercial and industrial lands, the Council is achieving these goals.

Submitted by:

Michelle Casavecchia-Somers, Chief Administrative Officer/Clerk
This Agreement made this 6th day of June, 2016

BETWEEN:

THE CORPORATION OF THE TOWN OF AYLMER

(hereinafter called the “Town”)

OF THE FIRST PART

- and –

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

(hereinafter referred to as the “Township”)

OF THE SECOND PART

WHEREAS the Town and the Township desire to enter into a temporary agreement to provide water and wastewater services to a building located on the lands legally described in Schedule “A” attached hereto (the “Lands”);

AND WHEREAS the Town owns and operates the water and wastewater services that may be provided to the Lands;

AND WHEREAS the Town is capable of providing water and wastewater services to the lands;

AND WHEREAS the Lands, including the subject building, are located in both the Town of Aylmer and the Township of Malahide;

AND WHEREAS the Town and the Township propose to restructure their municipalities so that the Lands are entirely within the geographic boundaries of the Town of Aylmer;

AND WHEREAS the Town and the Township wish to enter into an agreement to provide water and wastewater services to the subject building on the Lands as further described herein;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1.0 Interpretation

1.1 “Agreement” means this Agreement, including the attached Schedule(s).

1.2 “Owner” means a person who has any right, title, estate, or interest in the Lands, and, where that person is a corporation, shall include the officers, directors and
shareholders of that corporation, and shall include any person with authority or power over or control of the Lands on behalf of an Owner, and an Owner includes a developer.

1.3 “Parties” means collectively the Town and the Township and includes their successors and assigns.

1.4 “Party” means each municipality that has executed this Agreement and includes its successors and assigns.

1.5 “Services” means municipal water and wastewater services provided by the Town.

1.6 “Town” means The Corporation of the Town of Aylmer including its successors and assigns, its officers, employees, agents and contractors or the geographical area as the context requires.

1.7 “Township” means The Corporation of the Township of Malahide including its successors and assigns, its officers, employees, agents and contractors or the geographical area as the context requires.

2.0 Purpose

2.1 The purpose of this Agreement is to define the municipal roles and responsibilities for the provision of services for the Lands prior to completion of the proposed municipal restructuring.

3.0 Agreement in Anticipation of Boundary Adjustment

3.1 Both Parties agree that the boundaries of the Town and the Township be adjusted so that the Lands are entirely within the geographic limits of the Town of Aylmer.

3.2 The Parties agree that the afore-noted boundary adjustment should occur as expeditiously as possible and, in that regard, agree to take any and all steps necessary to achieve such adjustment as quickly as possible.

3.3 The Parties acknowledge that the boundary adjustment may not be approved or may take longer than desired due to the required statutory process and Minister’s approval.

3.4 In the event that the boundary is not adjusted, the Parties agree to act reasonably and efficiently to negotiate and enter into a new agreement for the provision of Services to the Lands.
4.0 Term

4.1 The term of this Agreement shall be in effect from the date that it is executed by the Parties until the earlier of:

4.1.1 the boundary adjustment process is complete; or

4.1.2 the boundary adjustment proposal is not approved by the Minister of Municipal Affairs and Housing and the Parties have entered into a new municipal servicing agreement.

5.0 Services Provided

5.1 The Town agrees to extend Services to the lot lines along the municipal road allowances for the Lands at a location chosen by the Town in its absolute discretion and to thereafter operate, maintain, and repair such extended services, subject at all times to the duties and obligations of the Owner as negotiated and/or agreed to by the Owner with the Town or as otherwise established at law by the Town.

5.2 The Town shall, in the first instance, pay for the costs of extension and operation of the Services to the Lands as contemplated in Section 5.1 above, subject at all times to the duties and obligations of the Owner as negotiated and/or agreed to by the Owner with the Town or as otherwise established at law by the Town.

5.3 The works as contemplated by this Agreement, including the extension and operation of Services to the Lands, shall be completed and administered by the Town, subject at all times to the duties and obligations of the Owner as negotiated and/or agreed to by the Owner with the Town or as otherwise established at law by the Town.

6.0 Scope of Agreement

6.1 This Agreement shall apply to water and wastewater services provided to the Lands.

6.2 The Parties acknowledge that the Owner of the Lands has requested municipal water and wastewater services for the building on the Lands intended for use as a shrimp farm known as “Planet Shrimp” and for no other buildings at this time. The Parties do not anticipate the provision of any other Services to the Lands prior to the proposed boundary adjustment being complete.

6.3 The Town shall be the municipal approval authority for all Services provided to the Lands.

6.4 The Town shall provide notice to the Township in the event that Services are requested by the Owner during the Term of this Agreement for any buildings or
lands other than the building intended for use as a shrimp farm known as “Planet Shrimp”.

6.5 The Town and the Township both agree to seek, obtain, and/or grant any and all municipal approvals required to implement the extension of Services contemplated by this Agreement. The Township further agrees not to issue any permits for use and/or occupation of the Lands without obtaining prior approval from the Town.

6.6 The Township further agrees to fully cooperate with the Town and take all steps as may be necessary to facilitate the intended use for the Lands during the Term and as may be reasonably requested by the Town regarding Services provided to the Lands.

7.0 Revenues/Costs

7.1 All revenues billed from water and wastewater rates or for any other Services shall belong to the Town.

7.2 The Town is responsible for all costs related to the extension of Services as contemplated by this Agreement, subject and without prejudice to the right and entitlement of the Town to seek recovery of any and all portion of such costs from the Owner.

7.3 All fees charged by the Town to the Owner or in relation to the Lands belong to the Town.

7.4 The Township shall retain all fees paid in relation to municipal approvals required by the Owner from the Township during the Term of this Agreement.

8.0 Billing Terms

8.1 The Town shall be solely responsible for assessing, billing, and collecting for the Services from the Owner of the Lands.

9.0 Meters and Devices

9.1 The Town shall determine and have discretion with respect to what metering is required to accurately measure water and wastewater flows for the Lands.

9.2 Subject and without prejudice to its rights to recover any or all portions of such costs from the Owner, the Town shall be responsible for the costs of installing and maintaining any meters and other devices required for measuring Services utilized or consumed for the benefit of the Lands or occupants thereof.

9.3 Subject and without prejudice to its rights to recover any or all portions of such costs from the Owner, the Town shall be responsible for providing any meter or
other device capable of measuring Services utilized or consumed for the benefit of the Lands or occupants thereof.

9.4 The Town shall be responsible for billing and collecting its costs for the meter and device installation and maintenance from the Owner of the Lands.

10.0 Allocation of Sewage Capacity/Application of Services By-laws for Wastewater and Water Services

10.1 The Town shall be entirely responsible for the allocated sewage treatment capacity for the Lands. The Town’s proportion of allocated capacity shall be one hundred percent (100%) and the Township’s proportion of same shall be zero percent (0%) for the Term of this Agreement.

10.2 The Town shall be responsible for calculating the allocated capacity for sewage use on the Lands.

10.3 The requirements of the Town’s Sewage/Waste Discharge By-law, Comprehensive Water By-law, and Water/Wastewater Rates and Charges By-law, shall apply to the extension of services to the Lands as contemplated by this Agreement, and to all discharges and deposits from the Lands to the Town’s Wastewater Treatment Facility.

11.0 Rights and Limitations

11.1 If any payments by the Owner of the Lands to the Town for Services are unpaid, the Town shall have the right, but not the obligation, to suspend the Services to the Lands in accordance with the Town’s policies that apply at the time.

11.2 The Township hereby grants consent to the Town to legally enter the Lands that are within the geographic boundary of the Township for any purpose.

12.0 Insurance and Indemnity

12.1 The Town and Township covenant to obtain and keep in force during the term of this Agreement, at their sole expense, insurance protecting the Town and the Township (without any rights of cross-claim or subrogation against the Town or Township) against claims of, in connection with, or in any way related to the Services provided under this Agreement.

12.2 The Town and Township shall indemnify and save harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted against the Town or Township, as the case may be, and in any manner based upon, arising out of, related to, occasioned by or attributed to any negligence of any officials, servants, employees, members, agents or contractors of the Town or Township in relation to the Services provided under this Agreement.
13.0 Termination

13.1 This Agreement shall be terminated in the event that the restructuring proposal is not approved and upon the parties entering into a new services agreement.

14.0 Notice

14.1 Whenever in this Agreement it is required or permitted that notice, demand, or communication be given or served by any Party on another Party, such notice or demand shall be given and served in writing and forwarded by registered mail addressed as follows:

To the Town: Corporation of the Town of Aylmer
46 Talbot Street West
Aylmer, Ontario N5H 1J7
Attention: Administrator

To the Township: Corporation of the Township of Malahide
87 John Street South
Aylmer, Ontario N5H 2C3
Attention: Chief Administrative Officer

14.2 Written notification of this Agreement shall be provided to the Owner of the Lands along with a certified true copy of this Agreement and all attached Schedules thereto upon signing and without delay by regular mail to the address stipulated on the Assessment Roll of the Township of Malahide.

15.0 Assignment

15.1 This Agreement shall not be assigned by any party hereto, except with the prior written consent of all parties hereto, which consent shall not be unreasonably withheld.

16.0 General Agreement Terms

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

16.2 This Agreement constitutes the entire agreement between the Parties hereto. No amendments or modifications shall be effective unless made in writing and duly executed by the Parties.

16.3 The Parties agree to provide such further assurances and documents as may be required to give effect to the purpose and intent of this Agreement.

16.4 This Agreement shall be effective, as of, and from the date first written above.
16.5 Each provision of this Agreement is intended to be severable. If any provision is illegal or void, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

16.6 In this Agreement, everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

16.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

Name: Dave Mennill
Title: Mayor

Name: Michelle Casavecchia-Somers
Title: Chief Administrative Officer/Clerk

I/We have the authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF AYLMER

Name: Greg Currie
Title: Mayor

Name: Nancie Irving
Title: Clerk

I/We have the authority to bind the Corporation.
SCHEDULE ‘A’
Report to Council

REPORT NO.: FIN-16-14
DATE: May 27, 2016
ATTACHMENT: n/a
SUBJECT: Elgin Innovation Centre - Boundary Adjustment

Recommendation:

THAT Report No. FIN 16-14 entitled “Elgin Innovation Centre - Boundary Adjustment” be received;

AND THAT, subject to the concurrence of the Town of Aylmer Council and the County of Elgin Council, the Municipal Staff be directed to proceed with the restructuring process as required under the Municipal Act, 2001 in order to incorporate the entire EIC property into the Town of Aylmer municipal boundary.

Background:

With credit to the ingenuity and hard work of those who own and operate the Elgin Innovation Centre (EIC), the EIC is succeeding in bringing new, interesting, and viable businesses into the Aylmer/Malahide area to create sustainable employment for our residents. One of the most recent additions to the venture is Planet Shrimp. Planet Shrimp is being located in Building 11 at the EIC, whose location straddles the municipal boundary line. With Planet Shrimp’s demand for large volumes of water and access to the Town’s sewer system, this has created a number of challenges for the Town and Township to provide the necessary cross-boundary servicing.

Comments/Analysis:

Following several months of negotiations, the Town of Aylmer and the Township of Malahide will be entering into a temporary servicing agreement to provide water and sewer services to that portion of the Elgin Innovation Centre (EIC) that is currently located within the Township of Malahide in order to support Planet Shrimp.

During the negotiations, the two municipalities determined that the best, long-term course of action for all parties was to have the Town of Aylmer provide all services and to adjust the municipal boundary to incorporate the entire EIC property into the Town of Aylmer. This would reduce the current administrative and financial complications to all parties of having the EIC property straddle the two municipal boundaries.
Further negotiations between the two municipalities have since been undertaken to reach consensus on a variety of issues with respect to a boundary adjustment. It is believed by both the Aylmer and Malahide Councils that we are now in a position to initiate the formal boundary adjustment process. This process will be referred to as “restructuring” in all formal documentation.

With both the Town of Aylmer and the County of Elgin Council’s direction to proceed with the restructuring process, the following steps will be undertaken:

1. The County of Elgin will be advised of Aylmer and Malahide’s intent to restructure to incorporate the entire EIC property into the Town of Aylmer.
2. The Municipal Staff will develop and submit a Restructuring Proposal to be considered by the Township, the Town of Aylmer, and the County of Elgin.
3. The three municipalities will jointly host a public meeting to obtain input from the public on the Restructuring Proposal.
4. Aboriginal peoples will be consulted to determine if the proposed changes might adversely affect Aboriginal or treaty rights or Aboriginal interests.
5. The three Councils will pass a by-law agreeing to the Restructuring Proposal as amended, if applicable, following input from the public and the Aboriginal peoples.
6. The Restructuring Proposal will be submitted to the Minister of Municipal Affairs and Housing for final approval.

The Restructuring Proposal will include:

2. An appropriate compensation package.
3. Transitional provisions, as required.
4. A complete and accurate description of the lands being restructured into the Town of Aylmer.
5. Direction with respect to any by-laws, etc. that may affect the land being restructured.
6. Other details as required.

**Financial Implications to Budget:**

The 2016 Budget included $10,000 for the extension of services to the EIC. A portion of this Budget has been utilized for the legal fees to complete the necessary servicing agreement. With the new servicing agreement in place, the remainder of these funds can be directed to the cost of the restructuring process with no further impact to the overall Budget. While costs are not anticipated to exceed $10,000 overall, the Staff will keep the Council informed should costs exceed the Budget.

**Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.
One of the goals that support the “Our Local Government” Strategic Pillar relates to “Embody[ing] Financial Efficiency through Decision Making”. Proceeding with the EIC boundary adjustment supports this goal.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approved by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
To Whom It May Concern,

We are writing this letter with the intention of having a very serious safety concern addressed by council. Our family and multiple neighbours have a concern regarding the amount of high speed traffic on Catt Line, Malahide township.

Through all hours of the day and night, 7 days per week, cars and pick up trucks are travelling at high rates of speed estimated to be in excess of 100km pr/hr. They are sliding back and forth on the gravel for amusement. We live on the bend in the road at 48187 and have had 3 occasions where vehicles have slid into our fence causing damage, not only to our fence but also to our lawn and hedges. As well, local farmers (our neighbours) have suffered crop damage due to these four wheel drive pick up trucks sliding off the roadway and purposely ripping up the fields. It is unsafe to walk with pets or children along side the roadway because we have almost been hit several times and sprayed with gravel.

The OPP have been called and been informed of empty beer and liquor bottles on the roadside along with these traffic concerns and they simply say they don’t have enough staff to enforce the law. We have lived on the road for just over 2 years and for health and safety reasons we are considering relocating. We would like to stay and avoid the costly expense of moving, but first, traffic calming measures must be implemented. ie: Tar and chip the road to help prevent speeding vehicles from sliding out of control and to install speed bumps that would force traffic to slow down. Perhaps tar and chip would be less expensive to maintain and would also add a financial benefit to the township in the long run.

We would like to discuss this matter further with hopes of a compromise and to protect public safety.

Yours truly,

Mark and Angela Nemchuck
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 16-40

Being a By-law to authorize the execution of an Agreement with The Corporation of the Town of Ingersoll for use of their Firefighting Training Facility.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS The Corporation of the Township of Malahide is desirous of utilizing the Firefighting Training Facility, that is owned by the Town of Ingersoll and located at 110 Mutual Street North, Ingersoll, for the purposes of providing fire-related training exercises to members of the Malahide Fire Service;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into a Rental Agreement with The Corporation of the Township of Ingersoll for the rental of the said Firefighting Training Facility in Ingersoll;

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

1. THAT the entering into of a Rental Agreement with The Corporation of the Town of Ingersoll is hereby approved and authorized.

2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Rental Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.

3. THAT the said Rental Agreement shall take effect and come into force upon the signing thereof by all parties thereto.

4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 2nd day of June, 2016.

READ a THIRD time and FINALLY PASSED this 2nd day of June, 2016.

__________________________
Mayor, D. Mennill

__________________________
Clerk, M. Casavecchia-Somers
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 16-42

Being a By-law to authorize the execution of a Temporary Servicing Agreement with The Corporation of the Town of Aylmer relating to the property known as the Elgin Innovation Centre.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS the Councils of The Corporation of the Town of Aylmer (“Town”) and The Corporation of the Township of Malahide (“Township”) desire to provide water and wastewater services to a building located at the Elgin Innovation Centre on the property located at Part Lot 83, Concession North Talbot Road (being Roll Number 3408 000 040 01400) in the Township of Malahide (“Lands”);

AND WHEREAS the Town owns and operates the water and wastewater services that may be provided to the Lands;

AND WHEREAS the Town and Township have negotiated a Temporary Servicing Agreement to provide water and wastewater services to the Lands;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into such Servicing Agreement with The Corporation of the Town of Aylmer to provide water and wastewater services to the Lands;

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

1. THAT the entering into of a Servicing Agreement with The Corporation of the Town of Aylmer relating to the property known as the Elgin Innovation Centre, located at Part Lot 83, Concession North Talbot Road, is hereby approved and authorized.

2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Servicing Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.

3. THAT the said Servicing Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 2\textsuperscript{nd} day of June, 2016.

READ a THIRD time and FINALLY PASSED this 2\textsuperscript{nd} day of June, 2016.

__________________________
Mayor, D. Mennill

__________________________
Clerk, M. Casavecchia-Somers
THE CORPORATION OF THE TOWNSHIP OF MALAHAIDE

BY-LAW NO. 16-43

Being a By-law to authorize the execution of an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing Type 3, Single and Double Surface Treatment.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing Type 3, Single and Double Surface Treatment.

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

1. THAT the entering into of an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing Type 3, Single and Double Surface Treatment is hereby approved and authorized.

2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.

3. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 2\textsuperscript{nd} day of June, 2016.

READ a THIRD time and FINALLY PASSED this 2\textsuperscript{nd} day of June, 2016.

__________________________
Mayor, D. Mennill

__________________________
Clerk, M. Casavecchia-Somers
AGREEMENT

THIS AGREEMENT made in triplicate this 17th day of May in the year 2016.

BETWEEN:

DUNCOR ENTERPRISES INC.

(herein called the "Contractor")

Of The First Part

and

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE (herein called the
"Township")

Of The Second Part

WHEREAS the Corporation of the County of Elgin ("County") and the Contractor entered into Contract No 6250-16 attached hereto as Schedule "B" for the supply of all labour, equipment and materials to supply and place Microsurfacing Type 3 and Double Surface Treatment on various roads throughout the County of Elgin;

AND WHEREAS the Township and the Contractor wish to change the Corporation of the County of Elgin's Micro Surfacing and Surface Treatment, Contract No 6250-16 as described in this Agreement to include those works described in Schedule "A" attached hereto ("Additional Works");

AND WHEREAS the Corporation of the County of Elgin has consented to the changes to Contract No 6250-16 as set out in this Agreement provided the Township pays all increases in prices and costs related to said changes and Additional Works;

AND WHEREAS this Agreement is further to and does not replace or otherwise alter the rights, privileges, obligations, covenants, agreements, promises and consideration included in Contract No 6250-16 as between the Contractor and the County;

NOW THEREFORE, in consideration of the amounts as herein stated to be paid by the Township to the Contractor and in consideration of the promises and other good and valuable consideration and the covenants and agreements hereinafter to be performed, the parties hereto covenant and agree as follows:

1. The Contractor and the Township agree the above recitals are true.

2. This Agreement shall be referred to herein as the "Agreement".
3. The Contractor and the Township are collectively referred to herein as the “Parties”.

4. The Parties agree to change the Corporation of the County of Elgin’s Microsurfacing (Type 3) and Double Surface Treatment, Contract No 6250-16 (“Contract”) as described in this Agreement to include the Additional Works.

5. The Contractor hereby agrees to honour and extend all the rights, privileges, and obligations, which are afforded to the County pursuant to the Contract, to the Township at the unit prices as submitted by tender to the County by the Contractor and accepted by the Contract.

6. The rights, privileges, obligations, covenants, agreements, promises, terms and consideration included in the Contract as between the Contractor and the County shall apply as between the Contractor and the Township with respect to the Additional Works. For clarity and where the context requires, wherever “Owner” or “County” is used in the Contract it shall include the Township only to the extent that it applies to the Additional Works and except as otherwise stated herein.

7. The Contractor agrees that all specifications, guarantees/warranties, deposits, schedules and other requirements included in the tender documents and in the Contract apply to the Additional Works and that all works carried out pursuant to this Agreement shall be provided and carried out in accordance with and pursuant to the Contract.

8. The Parties agree that the Township shall not be responsible for payment of any costs or amounts owed to the Contractor by the County pursuant to the Contract except as payment relates directly to the Additional Works and this Agreement.

9. The Parties further agree that the Township shall not be liable or otherwise responsible for any works or other obligations and responsibilities of the County related directly or indirectly to the supply and placement of Microsurfacing Type 3 and Double Surface Treatment on various roads throughout the County of Elgin, except as the works, obligations and responsibilities relate directly to the Additional Works and this Agreement.

10. The Parties agree that payment for the Additional Works shall be paid by the Township to the Contractor in accordance with the same payment terms and at the same unit prices tendered and included in the Contract; subject to any additions and deletions as may be properly made under the terms of the Contract.
IN WITNESS WHEREOF the parties have hereunto set their hands and seals and the Corporations have hereunto caused to be affixed their corporate seal under the hands of the duly authorized officers.

SIGNED, SEALED AND DELIVERED in the presence of

) The Corporation of the Township
) of Malahide
) _______________________
) Date of Signature
) _______________________
) Date of Signature

We have authority to bind the Corporation.

) Duncor Enterprises Inc.
) _______________________
) Per: Bruce Duncan
) Date of Signature May 17, 2016
) _______________________
) Per:
) Date of Signature

I/We have the authority to bind the Corporation.
## Schedule A

### 2016 Surface Treatment and Microsurfacing Quantities

<table>
<thead>
<tr>
<th>Road Section</th>
<th>From</th>
<th>To</th>
<th>Sq. Meters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Micro Surfacing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brook Line</td>
<td>Calvary Road</td>
<td>Rogers Road</td>
<td>6,100</td>
</tr>
<tr>
<td>Dingle Line</td>
<td>Hacienda Road</td>
<td>Springfield Road</td>
<td>15,250</td>
</tr>
<tr>
<td>Wilson Line</td>
<td>Imperial Road</td>
<td>Putnam</td>
<td>38,200</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>59,540</td>
</tr>
<tr>
<td><strong>Single Surface Treatment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Springwater Road</td>
<td>Ron McNeil Line</td>
<td>Mapleton Line</td>
<td>14,600</td>
</tr>
<tr>
<td>Rogers Road</td>
<td>John Wise Line</td>
<td>South Dead End</td>
<td>7,300</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21,900</td>
</tr>
<tr>
<td><strong>Double Surface Treatment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vienna Line</td>
<td>Imperial Road</td>
<td>Springwater Road</td>
<td>35,700</td>
</tr>
<tr>
<td>Dorchester Road</td>
<td>Lyons Line</td>
<td>York Line</td>
<td>28,280</td>
</tr>
<tr>
<td>Rogers Road</td>
<td>Glencolin Line</td>
<td>Ron McNeil</td>
<td>21,900</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>83,880</td>
</tr>
</tbody>
</table>
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
BY-LAW NO. 16-41

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

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

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

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

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

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on June 2, 2016, 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 2nd day of June, 2016.

READ a THIRD time and FINALLY PASSED this 2nd day of June, 2016.

__________________________
Mayor, D. Mennill

__________________________
Clerk, M. Casavecchia-Somers