



The Corporation of the Township of Malahide

A G E N D A

April 6, 2023 – 7:30 p.m.

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

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

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 10-24)**
- (D) Presentations/Delegations/Petitions
 - Court of Revision- Sparta Line Drain, Sparta Line Municipal Drain No. 1, relating to parts of Lot 8 and 9, Concession 3, Township of Malahide **RES 2-5**
 - Court of Revision- Sparta Line Municipal Drain No. 2, relating to parts of Lot 8, Concession 3, Township of Malahide **RES 6-9**
 - Presentation – Brenda Slater, MPAC Update **RES 10 (Pages 25-35)**
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - (ii) Director of Public Works
 - Malahide Wastewater Collection System: 2022 Performance Report **RES 11 (Pages 36-54)**

- Malahide Water Distribution System: 2022 Section 11 Annual Report and Schedule 22 Summary Report **RES 12 (Pages 55-67)**
- Malahide Water Distribution: Drinking Water Quality Trends and Management Review of DWQMS Operational Plan **RES 13 (Pages 68-85)**
- Malahide Water Distribution System - Fourth Quarter 2022 Operations Report **RES 14 (Pages 86-98)**
- Tender Results: Highway No. 3 (Talbot St. E.) Watermain Replacement **RES 15 (Pages 99-212)**
- Tender Results: 2023 Supply & Place Surface Treatment **RES 16 (Pages 213-217)**
- Radar Speed Signage **RES 17 (Pages 218-220)**
- Tender Award – Sparta Line Drain No. 1 **RES 18 (Pages 221-222)**
- Tender Award – Sparta Line Drain No. 2 **RES 19 (Pages 223-224)**

(iii) Director of Corporate Services/Treasurer
-2023 Budget Approvals **RES 20 (Pages 225-226)**

(iv) Clerk

(v) Building/Planning/By-law
- Supplementary Building Code Consultant Service Update **RES 21 (Pages 227-229)**
- Re-Submitted Applications for Consent to Sever Nos. E13-23 & E18-23 of John Loewen & David Loewen (Authorized Agent: David Roe) **RES 22 (Pages 230-281)**

(vi) CAO

(F) Reports of Committees/Outside Boards

(i) Catfish Creek Conservation Authority **RES 23 (Pages 282-331)**
- April 1, 2023 Progress Report
- Audited Financial Statements – December 31, 2022 and Notice of 2023 Budget adoption

(G) Correspondence **RES 24**

1. Association of Municipalities of Ontario - Watch File – dated March 16, 2023, March 23, 2023, and March 30, 2023. **(Pages 3-14)**
2. Elgin County – Malahide Township request to review Lyons Line, west of Imperial Road – Road Safety Concerns **(Pages 15-18)**
3. Elgin County – West Elgin request to review By-law EC-1 Parking By-law. **(Pages 19-61)**
4. Elgin County – Council Highlights – March 14, 2023 **(Pages 62-64)**

5. AORS –Opposing utility locate costs from being downloaded to Ontario municipalities (**Pages 65-66**)
6. Ministry for Seniors and Accessibility – Submit a nomination for 2023 Ontario Senior of the Year Award (**Page 67**)
7. Elgin Federation of Agriculture - Request for municipalities to conduct an impact assessment to evaluate the potential long-term consequences before allowing changes to agricultural uses of land (**Page 68**)
8. Fisheries and Oceans Canada – Review and addition of aquatic species to the List of Wildlife Species at Risk (**Page 69**)
9. Municipality of Bayham – Support for Bill 5 – Stopping Harassment and Abuse by Local Leaders Act (**Pages 70-71**)
10. Food Cycle Science – Impact Canada Pilot Program – Food Waste Reduction Challenge to expand municipal programs (**Page 72**)
11. Attorney General – Update on modernization initiatives in Ontario’s Provincial Offences Act (POA) courts (**Pages 73-74**)
12. Howick Township and Municipality of North Perth – Support for School Bus Stop Arm Cameras (**Pages 75-77**)
13. Town of Plympton-Wyoming and Township of Lucan-Biddulph – Future Accuracy of the Permanent Register of Electors (**Pages 78-80**)
14. Town of Plympton-Wyoming and Township of Lucan-Biddulph – Barriers for Women in Politics (**Pages 81-83**)
15. Corporation of the Town of Essex - Reinstatement of Legislation Permitting a Municipality to Retain Surplus Proceeds from Tax Sales (**Pages 84-85**)
16. Corporation of the Town of Essex - Tax Classification of Short-Term Rental Units (**Pages 86-87**)
17. Ministry of Natural Resources and Forestry – Proposal to amend Ontario Regulation 161/17 to the Public Lands Act to change the requirements related to floating accommodations (**Pages 88-89**)
18. Western Ontario Wardens’ Caucus – Supports Huron County’s Call for Cannabis Act Review (**Page 90-93**)

(H) Other Business

(I) By-laws

(i) By-law No. 23-26 – 2023 Budget **RES 25 (Pages 332-333)**

(ii) By-law No. 23-27 – User Fees **RES 26 (Pages 334-353)**

(iii) By-law No. 23-30 – Supply and apply Dust Control **RES 27 (Pages 354-356)**

(iv) By-law No. 23-32 – Highway 3 Watermain Replacement Project **RES 28 (Pages 357-358)**

(v) By-law No. 23-19 - Appointment of Building Officials **RES 29 (Page 359)**

(J) Closed **RES 30-31**

(i) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to property on Avon Drive.

(ii) Labour Relations or Employee Negotiations Matter relating to a shared staff recruitment matter relating to the Development Services Department.

(K) Confirmatory By-law **RES 32 (Page 360)**

(L) Adjournment **RES 33**

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

1. THAT the minutes of the regular meeting of Council held on March 16, 2023 and the minutes of the special meetings of Council held on March 14, 2023 and March 27, 2023 be adopted as printed and circulated.
2. THAT Council does hereby appoint the following members to sit on the Court of Revision for the Sparta Line Drain No. 1:
Mayor Dominique Giguère
Councillor Sarah Leitch
Councillor John H. Wilson
3. THAT the Court of Revision for the Sparta Line Drain No. 1 be called to order at 7: p.m.

AND THAT Dominique Giguère be appointed Chair.

4. THAT the Court of Revision members for the Sparta Line Drain No. 1 do hereby accept the recommendations of Drainage Engineer John M. Spriet; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated February 1, 2023.
5. THAT the Court of Revision relating to the Sparta Line Drain No. 1 Drain be adjourned and the Council Meeting reconvene at 7: p.m.
6. THAT Council does hereby appoint the following members to sit on the Court of Revision for the Sparta Line Drain No. 2:
Mayor Dominique Giguère
Councillor Sarah Leitch
Councillor John H. Wilson
7. THAT the Court of Revision for the Sparta Line Drain No. 2 be called to order at 7: p.m.

AND THAT Dominique Giguère be appointed Chair.

8. THAT the Court of Revision members for the Sparta Line Drain No. 2 do hereby accept the recommendations of Drainage Engineer John M. Spriet; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated February 1, 2023.

9. THAT the Court of Revision relating to the Sparta Line Drain No. 2 be adjourned and the Council Meeting reconvene at 7: p.m.
10. THAT the presentation of Brenda Slater of MPAC related to property assessment update be received.
11. THAT Report No. PW-23-17 entitled “Malahide Wastewater Collection System: 2022 Performance Report” be received.
12. THAT Report No. PW-23-16 entitled “Malahide Water Distribution System: 2022 Section 11 Annual Report and Schedule 22 Summary Report” be received.
13. THAT Report No. PW-23-15 entitled “Malahide Water Distribution: Drinking Water Quality Trends and Management Review of DWQMS Operational Plan” be received.
14. THAT Report No. PW-23-14 entitled “Malahide Water Distribution System - Fourth Quarter 2022 Operations Report” be received.
15. THAT Report No. PW-23-21 entitled “Tender Results: Highway No. 3 (Talbot St. E.) Watermain Replacement” be received;

AND THAT the low bid received from Van Bree Drainage & Bulldozing Ltd. in the amount of \$923,446.00 (plus applicable taxes), for the replacement of approximately 480m of watermain on Highway No. 3 (Talbot St. E) be accepted.

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Van Bree Drainage and Bulldozing Ltd. for the purpose of completing the Highway No. 3 Watermain Replacement Project.
16. THAT Report No. PW-23-22 entitled “Tender Results: 2023 Supply & Place Surface Treatment” be received;

AND THAT Township Staff defer the Fire Hall 3 HVAC replacement project to the 2024 Capital Budget;

AND THAT Township Staff reduce the Admin Office renovation budget from \$25,000 to \$10,000;

AND THAT the 2023 Supply & Place Surface Treatment work be awarded to Duncor Enterprises Inc. of Barrie, Ontario;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Duncor Enterprises Inc. for the purpose of completing the 2023 Surface Treatment Program.
17. THAT Report No. PW-23-20 entitled “Radar Speed Signage” be received.
18. THAT Report No. PW-23-23 entitled “Tender Award – Sparta Line Drain No. 1” be received;

AND THAT the tender for the Sparta Line Drain No.1 be awarded B. Provoost Excavating Ltd., in the amount of \$32,000.00 (plus applicable taxes).

19. THAT Report No. PW-23-24 entitled “Tender Award – Sparta Line Drain No. 2” be received;

AND THAT the tender for the Sparta Line Drain No. 2 be awarded Laemers Excavating, in the amount of \$27,493.66 (plus applicable taxes).

20. THAT Report No. FIN 23-06 titled “2023 Budget By-law Approvals” be received for information;

AND THAT By-law 23-26 authorizing the adoption of the 2023 Budget and By-law 23-27 authorizing the establishment of various User Fees and Rates be approved.

21. THAT Report No. DS-23-11 entitled “Supplementary Building Code Consultant Service Update” be received;

AND THAT the draft By-law appointing new Building Officials under the Building Code Act for the Township of Malahide be approved as presented.

22. THAT Report No. DS-23-12 entitled “Re-Submitted Applications for Consent to Sever Nos. E13-23 & E18-23 of John Loewen & David Loewen (Authorized Agent: David Roe)” be received;

AND THAT the Re-Submitted Applications be approved by the Elgin County Land Division Committee for the reasons set out in this Report;

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

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

- (i) Catfish Creek Conservation Authority
 - April 1, 2023 Progress Report
 - Audited Financial Statements – December 31, 2022 and Notice of 2023 Budget adoption

24. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated March 16, 2023, March 23, 2023, and March 30, 2023. **(Pages 3-14)**
2. Elgin County – Malahide Township request to review Lyons Line, west of Imperial Road – Road Safety Concerns **(Pages 15-18)**
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18. Western Ontario Wardens’ Caucus – Supports Huron County’s Call for Cannabis Act Review **(Page 90-93)**
25. THAT By-law No.23-26, being a By-law to adopt the 2023 Budget for the Corporation of the Township of Malahide, be given first, second and third readings, and be properly signed and sealed.
26. THAT By-law No.23-27, being a By-law to establish various User Fees and Rates, be given first, second and third readings, and be properly signed and sealed.

27. THAT By-law No.23-30, being a By-law to authorize the execution of an Agreement with Da-Lee Dust Control Ltd. for the supply and apply Dust Control, be given first, second and third readings, and be properly signed and sealed.
28. THAT By-law No.23-32, being a By-law to authorize the execution of an Agreement with Van Bree Drainage & Bulldozing Ltd. for the Highway 3 Watermain Replacement Project be given first, second and third readings, and be properly signed and sealed.
29. THAT By-law No.23-19, being a By-law to appoint Building Officials under the Building Code Act for the Township of Malahide, be given first, second and third readings, and be properly signed and sealed.
30. 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) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to property on Avon Drive.
 - (ii) Labour Relations or Employee Negotiations Matter relating to a shared staff recruitment matter relating to the Development Services Department.
31. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
32. By-law No.23-31, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
33. THAT the Council adjourn its meeting at _____ p.m. to meet again on April 20, 2023, at 7:30 p.m.

The Corporation of the Township of Malahide**March 16, 2023 – 6:45p.m.**Virtual Meeting – <https://youtu.be/CpEhPYy7rXs>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 6:45p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. The following were present:

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

Staff: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Public Works M. Sweetland, Director of Finance A. Boylan, and Director of Fire & Emergency Services J. Spoor.

Via Zoom:

Absent:

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 6:45p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda items E– Meeting to Consider Robinson Drain. The nature of the conflict being that a Partner at Spriet Associates is an immediate relative of his.

CLOSED:

No. 23-117

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT Council move into Closed Session at 6:46p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following

- (i) Training and education for the purpose of professional development relating to a Council orientation session on strategic planning.**

Carried

No. 23-118

Moved By: Sarah Leitch

Seconded By: John H. Wilson

THAT Council move out of Closed Session and reconvene at 7:36p.m. in order to continue with its deliberations.

Carried

The Clerk stated that during the Closed Session, Council were provided training and education relating to a strategic planning session as part of professional development and Council Orientation. There is nothing further to report.

MINUTES:

No. 23-119

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT the minutes of the regular meeting of the Council held on March 2, 2023 be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Public Meeting – Zoning By-law & Severance Application–Applicant, Simona Rasanu (SBM Ltd.) on behalf of Joelle Giret, Colleen Giret and Jeremy Giret, relating to property at CON 9 S PT LOT 6, 13996 Whittaker Road

No. 23-120

Moved By: John H. Wilson

Seconded By: Rick Cerna

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z01-23 OF Joelle Giret, Colleen Giret, & Jeremy Giret c/o Strik, Baldinelli, Moniz Ltd., relating to the property located at Concession 9 S, Part Lot 6, and known municipally as 13996 Whittaker Road; be called to order at 7:41p.m.

Carried

No. 23-121**Moved By: Mark Widner****Seconded By: John H. Wilson**

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z01-23 of Joelle Giret, Colleen Giret, & Jeremy Giret c/o Strik, Baldinelli, Moniz Ltd., relating to the property located at Concession 9 S, Part Lot 6, and known municipally as 13996 Whittaker Road; be adjourned and the Council reconvene at 7:48p.m

Carried

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

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on February 22, 2023 and March 1, 2023. In addition, affected property owners within 120 meters were sent a notice by mail that was posted at least twenty days prior to this meeting.

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

Mayor Giguère asked if the applicant had anything to add and they did not.

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

No. 23-122**Moved By: John H. Wilson****Seconded By: Rick Cerna**

THAT Report No. DS-23-05 entitled “Application for Consent to Sever No. D10-E8-23 and associated Application for Zoning By-law Amendment No. D14-Z01-23 of Joelle Giret, Colleen Giret, & Jeremy Giret c/o Strik, Baldinelli, Moniz Ltd.” be received;

AND THAT the Application for Consent to Sever No. D10-E8-23 relating to the property located at Concession 9 S, Part Lot 6, and known municipally as 13996 Whittaker Road, be supported for the reasons set out in this Report;

AND THAT this report and the recommended conditions, with the removal of condition 2 being the entrance permit and condition 3 being the lot grading plan, be forwarded to the Land Division Committee for its review and consideration;

AND THAT the Zoning By-law Amendment Application No. D14-Z01-23 relating to the property located at Concession 9 S, Part Lot 6, and known municipally as 13996 Whittaker Road, BE APPROVED for the reasons set out in this Report.

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

Carried

- Meeting to Consider – Robinson Drain, relating to parts of Lot 2, Concession 9, Township of Malahide

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda items E – Meeting to Consider Robinson Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

George Vereyken, Engineer, was in attendance and provided an overview of the work required, by presenting the Engineering Report for the Robinson Drain 2023, dated February 16, 2023.

There were no questions from any affected landowners.

There were no additions or removal of names to the petition.

There were no questions or comments from Members of Council

No. 23-123

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the Engineer’s Report for the Robinson Drain be accepted;

AND THAT By-law No. 23-25 being a by-law to provide for the Robinson drainage works be read a first and second time and provisionally adopted.

Carried

No. 23-124

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT the Court of Revision for the Robinson Drain be scheduled to be held on April 20, 2023, at 7:30 p.m.

Carried

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

REPORTS OF DEPARTMENTS:

Director of Public Works

- Tender Results – Carter Road Bridge Rehabilitation

No. 23-125

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT Report No. PW-23-18 entitled “Tender Results – Carter Road Bridge Rehabilitation” be received;

AND THAT the Carter Road Bridge Rehabilitation be awarded to W. G. Kelly Construction of Mitchell, Ontario in the amount of \$242,597.00 (plus HST);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with W. G. Kelly Construction for the purpose of completing the Carter Road Bridge Rehabilitation.

Carried

- Dust Control Contract Extension

No. 23-126

Moved By: Mark Widner

Seconded By: Scott Lewis

THAT Report No. PW-23-19 entitled “Dust Control Contract Extension” be received;

AND THAT Township Council authorize the requested price increase to \$0.315 per litre of applied calcium chloride dust control and fuel surcharge tied to the two-week trailing diesel rack rate.

Carried

Director of Corporate Services/Treasurer

- 2022 Council Remuneration and Expense

No. 23-127
Moved By: Sarah Leitch
Seconded By: Chester Glinski

THAT Report No. FIN 23-02 entitled “2022 Council Remuneration and Expense” be received.

Carried

Building/Planning/By-law

- Application for Consent to Sever No. E3-23 of Chad Underhill Farms Ltd.

No. 23-128
Moved By: Chester Glinski
Seconded By: John H. Wilson

THAT Report No. DS-23-06 entitled “Application for Consent to Sever No. E3-23 of Chad Underhill Farms Ltd.” be received;

AND THAT the Application for Consent to Sever of Chad Underhill Farms Ltd., relating to the property located at Concession 1 W, Part of Lot 29, and known municipally as 52361 Nova Scotia Line, be supported for the reasons set out in this Report;

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

Carried

- Passing of Zoning By-law of David and Mary Thiessen

No. 23-129
Moved By: Scott Lewis
Seconded By: Chester Glinski

THAT Report No. DS-23-09 entitled “Passing of Zoning By-law of David and Mary Thiessen” be received;

AND THAT the Zoning By-law be passed for the previous approval of the application of David and Mary Thiessen relating to the property located at North Part of Lot 24, Concession 3, and known municipally as 51553 Calton Line.

Carried

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

- Kettle Creek Conservation Authority 2023 Budget

No. 23-130

Moved By: John H. Wilson

Seconded By: Scott Lewis

THAT the correspondence received from the Kettle Creek Conservation Authority, dated February 23, 2023, regarding the approval of the 2023 Budget be received.

Carried

-Long Point Region Conservation Authority - Minutes

No. 23-131

Moved By: Rick Cerna

Seconded By: Scott Lewis

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

(i) Long Point Region Conservation Authority – Minutes of February 1, 2023

Carried

CORRESPONDENCE:

No. 23-132

Moved By: John H. Wilson

Seconded By: Rick Cerna

THAT correspondence received from AMO in relation to sending a letter to the Minister of Transport Canada that speaks to the issue of Railways and the Drainage Act be supported.

Carried

No. 23-133

Moved By: John H. Wilson

Seconded By: Rick Cerna

THAT correspondence from Municipality of Chatham-Kent regarding Municipal Insurance Costs be supported.

Carried

No. 23-134**Moved By: John H. Wilson****Seconded By: Rick Cerna**

THAT correspondence from the Township of Moonbeam regarding extension to the moratorium on most pupil accommodation reviews be supported.

Carried

No. 23-135**Moved By: John H. Wilson****Seconded By: Rick Cerna**

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated March 2, 2023. (Pages 2-5)**
- 2. Municipality of Dutton-Dunwich - Provincial Policy Statement Exemptions. (Page 9)**
- 3. Otter Valley Naturalists – The Mayor’s Monarch Pledge. (Page 11)**
- 4. Alexandra Hospital, Ingersoll and Tillsonburg District Memorial Hospital – Media Release – March 6, 2023. (Pages 12-13)**
- 5. Ministry of the Environment, Conservation and Parks – Municipal Class Environmental Assessment (EA) Amendment: (Pages 14-16)**
 - Stakeholder Notification dated March 3, 2023**
 - EA Modernization Update – Notification Letter dated March 10, 2023**
- 6. The Corporation of the Town of Cobourg – Homeless and Unsheltered Persons. (Pages 19-22)**
- 7. Elgin County – Council Highlights – February 28, 2023. (Pages 23-26)**
- 8. Municipality of Trent Lakes – Municipal Oath of Office. (Pages 27-28)**

Carried

OTHER BUSINESS:

-Lyons Line

No. 23-136

Moved By: Rick Cerna

Seconded By: John H. Wilson

THAT Township of Malahide Council requests that Elgin County Council conduct speed and traffic counts on Lyons Line at west of Imperial Road in support of extending the 60km/h speed limit westerly beyond the built-up residential area.

Carried

Councillor Wilson raised the concern of speeding throughout the Village of Springfield and what could be done about this. Mayor Giguère mentioned that temporary speed signs could be requested from the OPP. Councillor Wilson was wondering about permanent signs and the cost of these. Mayor Giguère had noted that in the past a community group could raise the funds to purchase these and indicated that staff could look into the costs of these signs and provide a follow up report to Council.

BY-LAWS:

No. 23-137

Moved By: Chester Glinski

Seconded By: John H. Wilson

- By-law No. 23-22 – 2023 Roadside Grass Cutting

THAT By-law No.23-22, being a By-law to authorize the execution of an Agreement with Fitch General Contracting Inc. for roadside grass cutting for 2023, be given first, second and third readings, and be properly signed and sealed.

Carried

CONFIRMATORY:**No. 23-138****Moved By: Scott Lewis****Seconded By: Sarah Leitch****THAT By-law No.23-24, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.****Carried****ADJOURNMENT:****No. 23-139****Moved By: Mark Widner****Seconded By: Chester Glinski****THAT the Council adjourn its meeting at 8:28p.m. to meet again on April 6, 2023, at 7:30 p.m.****Carried**

Mayor – D. Giguère

Clerk – A. Adams

The Corporation of the Township of Malahide**Special Council Meeting - Budget****March 14, 2023 – 7:30p.m.**Virtual Meeting – <https://youtu.be/8qkGlz5SuOo>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. The following were present:

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

Staff: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Public Works M. Sweetland, Director of Finance A. Boylan, and Director of Fire & Emergency Services J. Spoor

Via Zoom:

Absent:

CALL TO ORDER:

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

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

N/A

MINUTES:

No. 23-113

Moved By: Scott Lewis

Seconded By: Rick Cerna

THAT the minutes of the special meeting of the Council held on March 7, 2023 be adopted as printed and circulated.

Carried

REPORTS OF DEPARTMENTS:

-Corporate Services/Finance

No. 23-114

Moved By: Mark Widner

Seconded By: Rick Cerna

THAT Report No. FIN 23-04 titled “Amendments to the 2023 Draft Budget” be received;

AND THAT Council approve the 2023 Budget with amendments as provided in this Report;

AND THAT Council approve the User Fee Schedules for 2023 as presented in the 2023 Budget.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

-Question Period

There were no comments or questions from the public concerning the 2023 Draft Capital Budget.

CONFIRMATORY:

No. 23-115

Moved By: Sarah Leitch

Seconded By: Scott Lewis

THAT By-law No.23-20, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 23-116

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT the Council adjourn its special meeting at 8:00p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams

The Corporation of the Township of Malahide**Special Council Meeting****March 27, 2023 – 5:00p.m.**Virtual Meeting – <https://youtu.be/Uw-gyBFwciU>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 5:00p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. The following were present:

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

Staff: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Finance A. Boylan, and Director of Fire & Emergency Services J. Spoor

Via Zoom: Councillor C. Glinski

Absent: Councillor S. Lewis and Director of Public Works M. Sweetland

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 5:04p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

N/A

CLOSED SESSION:

No. 23-140

Moved By: Mark Widner

Seconded By: Sarah Leitch

THAT Council move into Closed Session at 5:05p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

- i. Training and education for the purpose of educating or training of its members (section 239(3.1)) – Strategic Planning

- ii. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239(2)(k)) – Board of Governance

Carried

The Clerk stated that during the Closed Session, firstly, Council were provided training and education relating to strategic planning as part of professional development and secondly, Council provided direction relating to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on by or on behalf of the municipality or local board in relation to a board of governance. There is nothing further to report on either item.

CONFIRMATORY:**No. 23-141****Moved By: Rick Cerna****Seconded By: John H. Wilson**

THAT By-law No.23-28, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried**ADJOURNMENT:****No. 23-142****Moved By: Mark Widner****Seconded By: Chester Glinski**

THAT the Council adjourn its special meeting at 6:58p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



Ontario's Property Experts



5.5

MILLION

MPAC's database hosts information for over 5.5 million properties across Ontario.

37

BILLION

There was more than \$37 billion of new assessment captured in 2022.

3

TRILLION

Ontario's total property value exceeds \$3 trillion.



Ontario Government

Establishes the province's assessment and taxation laws, sets the valuation date and determines education tax rates.



MPAC

Calculates, captures and distributes assessments for all properties and buildings across Ontario.



Municipalities

Determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.



Property Owners

Pay property taxes for community services and education taxes to help fund elementary and secondary schools in Ontario.

Maintaining Ontario's Property Database



Provincial, Municipal and
Property Owner Support
& Guidance



New Assessment
Forecasting & Market
Analysis/Trends



Municipal Financial
Planning & Insights



Vacancy and Tax
Applications for
Commercial, Business
& Residential



Requests for
Reconsideration &
Appeal Processing



Processing Severances
and Consolidations



Assessment Update

Property values for the **2022 and 2023 Tax Years** continue to be based on a **January 1, 2016 valuation date.**



Resolving Assessment Concerns

1



Reflect on the
Current Value
Assessment

2



Visit MPAC's
AboutMyProperty.ca
to confirm details

3



View similar
properties and
their assessed
values

4



Submit a Request
for Reconsideration
if you disagree

Let's Talk **Property Taxes**

Each year, **municipalities** decide how much money they need to raise from property taxes **to pay for services** and **determine tax rates** based on that amount.



Your property's assessed value, provided by MPAC.



Municipal and education tax rates* for your property type.



Property taxes you pay.

*Education tax rates are set by the provincial government

Ready with Resources for You



MYTH	FACT
<p>My property value has doubled.</p> <p>My property taxes will double.</p> <p>✘</p>	<p>There is no 1:1 relationship between the change in your assessed value and change in taxation.</p> <p>✔</p>



Your Local Assessment Base

Property Code Category	Number of Properties	Total Assessed Value	Percentage of Total Portfolio
Residential	2,350	644,957,200	32.88
Farm	1,225	1,180,861,400	60.20
Commercial	80	26,087,500	1.33
Industrial	42	38,985,400	2.00
Exempt	20	70,456,000	3.59
TOTAL	3,717	1,961,347,500	100 %



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Stay **Informed**

Subscribe to **InTouch**, our municipal newsletter, follow us on **social media**, and visit our Municipal Resource Library on **mpac.ca**.

Your Municipal Contacts

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Report to Council

REPORT NO.: PW-23-17

DATE: April 6, 2023

ATTACHMENT: Springfield Wastewater Collection System Operations Report: Fourth Quarter 2022 Report; OPC Sewage Pump Station: Fourth Quarter Operations Report; and, Zone 3- Sewer Flushing Map

SUBJECT: MALAHIDE WASTEWATER COLLECTION SYSTEM: 2022 PERFORMANCE REPORT

Recommendation:

THAT Report No. PW-23-17 entitled “Malahide Wastewater Collection System: 2022 Performance Report” be received.

Background:

The Springfield wastewater collection system consists of approximately 6,026.4 meters of sanitary sewer pipe, approximately 80 maintenance access holes, and the main pumping station on Springfield Road. There is also an approximately 3.6km long, 6-inch sewer force main (with 4 air relief chambers) which pumps the wastewater from the pumping station to the Ontario Police College (OPC). Wastewater from the OPC and Springfield collection system flow to OPC pumping station where wastewater is then pumped to the Aylmer Lagoons for treatment. The collection system services approximately 289 connections consisting of mostly residential, but does include some institutional and commercial properties.

In October of 2020, the newly constructed OPC sewage pumping station became operational. The ownership transfer of the pumping station from Infrastructure Ontario to the Township of Malahide was completed at the time substantial completion was achieved. The new station was constructed to replace the former pumping station which had more than exceeded its useful life and had become extremely unreliable. Flow from both Springfield and the Ontario Police College is collected and pumped by the OPC pump station through an 8-in forcemain to the Aylmer Lagoons for treatment. This

forcemain is owned by Infrastructure Ontario and managed by OCWA through a separate agreement with OCWA and the Town of Aylmer. It should also be noted that the wastewater from the Ontario Police College is metered and invoiced to Infrastructure Ontario by the Town of Aylmer.

Within the current agreement the Ontario Clean Water Agency (OCWA), under contract with the Township, is responsible for the day-to-day operations and maintenance of the Springfield sewage pumping station, and the forcemain to the OPC. Township Staff are responsible for overseeing the operation and maintenance of the gravity sewers and manhole structures, as they are not covered in the maintenance agreement.

Comments/Analysis:

Operational Performance:

In 2022, the total flow through the Springfield collection system and pump station was 81,100 cubic meters (m³). Average daily flow in 2022 was 222.77 m³/d, which is a 17.3% decrease compared to 2021. The average daily flow in 2021 was 269.3 m³/d. There were no wastewater backups reported by the public in 2022. No recorded by-pass events from the wet well at the Springfield SPS in 2022. There were no MECP or MOL inspections in 2022.

In 2022, the Average Daily total flow through the OPC pump station which includes both OPC and Springfield flow was 415.2 m³/d. This is a 9.5% decrease when compared to 2021. Average daily flow in 2021 was 458.9m³/d

There were no MECP or MOL inspections in 2022.

A variety of general maintenance was performed in 2022. Further information regarding maintenance activities in 2022 are outlined in the attached OCWA report.

Sewer Cleaning:

An RFQ for sewer flushing and CCTV inspection of Zone 1 (see attached map) of the Springfield Collection System was sent out to four qualified contractors in September of 2022. CC Dance Sewer Cleaning was the successful bidder for this project. In November of 2022, sewer flushing and CCTV inspection of approximately 2,527 metres of pipe was completed. As part of the project wet well cleaning was also completed at the Springfield and OPC sewage pumping station.

The CCTV inspection results were reviewed by Staff. No infiltration issues were identified. Infiltration from groundwater leaks entering the collection system can lead to increased operational costs for treatment and pumping and reduce system capacity.

Inspection results were positive. The collection system is in excellent condition. This type of maintenance is integral to maintaining the overall performance of the collection system and allows deficiencies to be identified and corrected through the inspection process.

Alarms:

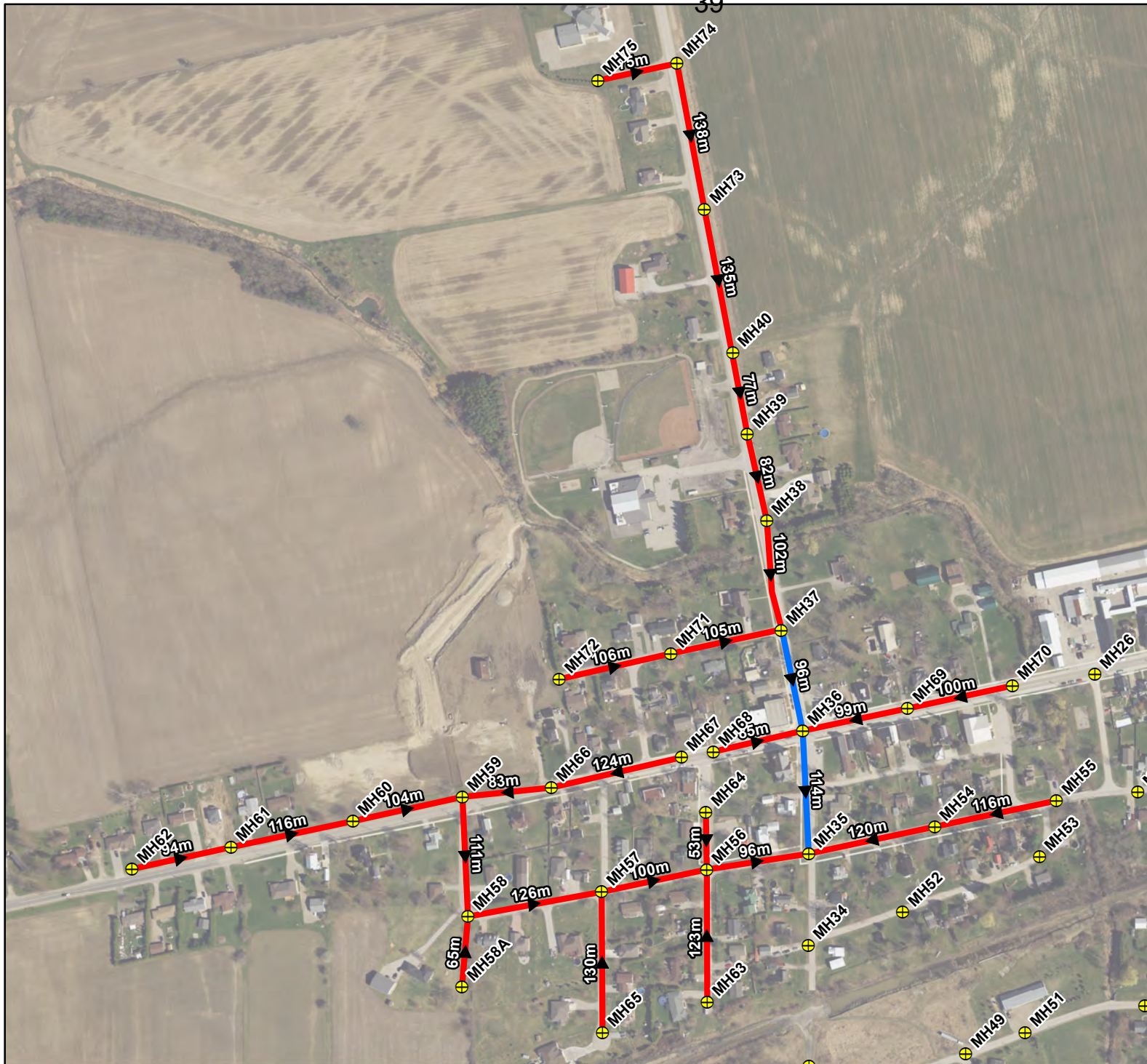
OCWA responded to various alarms in 2022. Alarms response were related to power failures, communication loss, level transmitter and pump faults. The SCADA system was effective in providing early notifications to Operator's when issues occurred and response was required.

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 "Regularly review departmental operations to determine where financial efficiencies can be found through centralizing appropriate operations, undertaking organizational reviews and work flow. Assessments, etc."

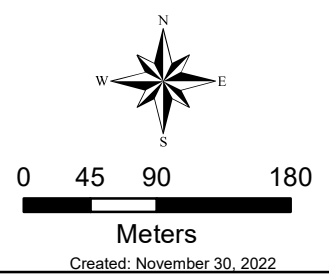
Submitted by:	Approved by:	Approved for Council by:
Sam Gustavson Water/Wastewater Operations Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Springfield Sewer Cleaning
Work Area
Zone 1

- Sewers to be cleaned
- 200mm
 - 250mm
 - Manhole
 - Flow Direction

Notes:





Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Aylmer OPC Pump Station
Operations Report
Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Mark Harris, Sr. Operations Manager, Aylmer Cluster
Date: January 31, 2023

Facility Description

Facility Name: Aylmer OPC Pumping Station
 Regional Manager: Dale LeBritton - (519) 476-5898
 Sr. Operations Manager: Mark Harris - (226) 5450-414
 Business Development Manager: Robin Trepanier - (519) 791-2922
 Facility Type: Municipal
 Classification: Class 2 Wastewater Collection
 Title Holder: Municipality

Service Information

Area(s) Serviced: Ontario Police College and Community of Springfield (Malahide Township)
 Population Serviced: 1,000

Capacity Information

Total Annual Flow (2020 Data): 161,906.9m³
 Average Day Flow (2020 Data): 442.4m³/d
 Maximum Day Flow (2020 Data): 956.2m³/d

Operational Description

AYLMER OPC PUMP STATION: This system collects wastewater from the Springfield Pump Station and the Ontario Police College. The pump station pumps directly to the Aylmer Lagoon System, where it is metered.

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: Ontario Police College Pump Station

ORG#: 6643

SECTION 1: COMPLIANCE SUMMARY**FIRST QUARTER:**

There were no compliance issues reported this quarter.

SECOND QUARTER:

There were no compliance issues reported this quarter.

The Ministry of Environment, Conservation and Parks has indicated that within 3-4 months of the date that the Municipality applied for their new CLI-ECA that a draft shall be received. OCWA is requesting a copy of the drafts be provided once received to allow for a review. The standard review period is 2 weeks for the drafts and will be required to conduct a thorough review to ensure the required deadlines of the new CLI-ECAs are met.

THIRD QUARTER:

There were no compliance issues reported this quarter.

FOURTH QUARTER:

There were no compliance issues reported this quarter.

SECTION 2: INSPECTIONS**FIRST QUARTER:**

There were no inspections by the Ministry of the Environment, Conservation and Parks (MECP) or Ministry of Labor (MOL) this quarter.

SECOND QUARTER:

There were no inspections by the Ministry of the Environment, Conservation and Parks (MECP) or Ministry of Labor (MOL) this quarter.

THIRD QUARTER:

There were no inspections by the Ministry of the Environment, Conservation and Parks (MECP) or Ministry of Labor (MOL) this quarter.

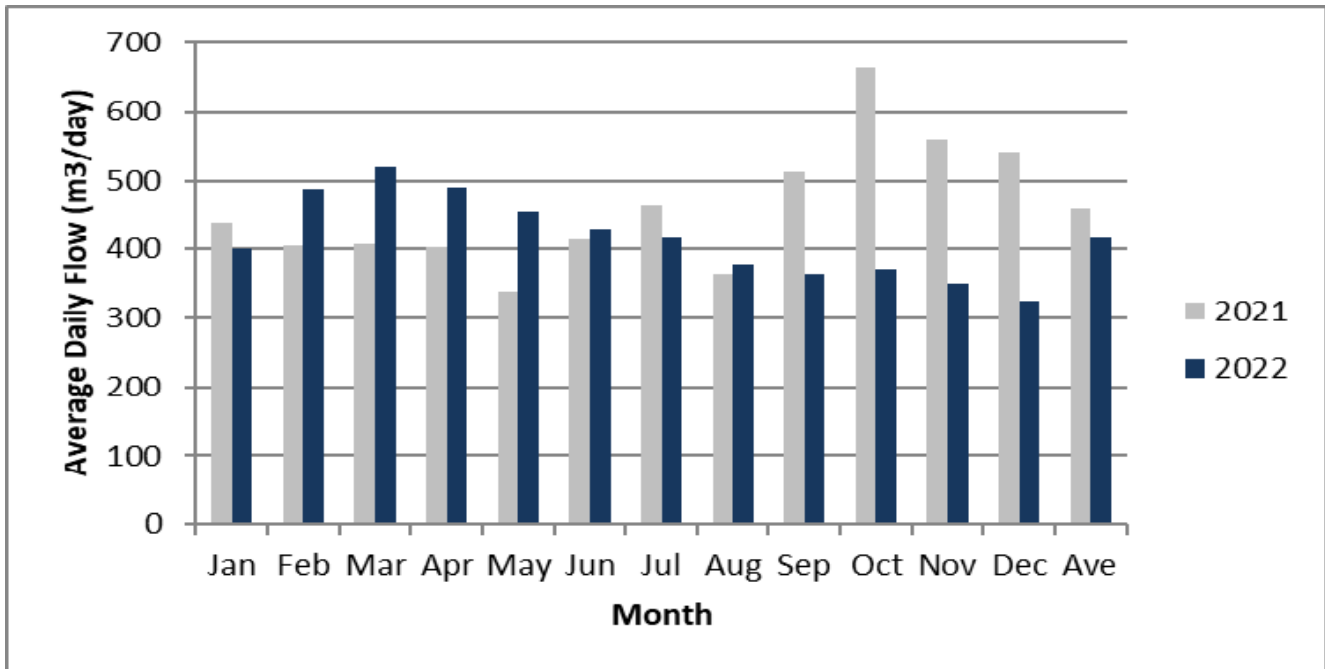
FOURTH QUARTER:

There were no inspections by the Ministry of the Environment, Conservation and Parks (MECP) or Ministry of Labor (MOL) this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow in 2022 for the OPC PS was 415.2 m³/day which is down by 9.5% when compared to the average daily flow in 2021. Refer to the chart below for average daily flows for 2022 compared to 2021.

Chart 1. Average daily flow 2022 compared to 2021



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter.

SECTION 5: GENERAL MAINTENANCE**FIRST QUARTER:****JANUARY**

Completed monthly work orders and generator operation and maintenance.

11: Power fail alarm received. Operator onsite and operating station in hand. Koolen Electric onsite to replace fuse in panel.

18: Visual inspection of the wet well completed. Pumps operated in hand.

27: Health and safety checks completed.

FEBRUARY

Completed monthly work orders and generator operations and maintenance.

22: Locate completed for OPC force-main.

MARCH

Completed monthly work orders and generator operation and maintenance.

10: Hawkins onsite to investigate call out of flow meter fault.

15: Farmington and Hawkins onsite to repair sump pump in dry well.

23: Flowmetrix onsite to complete calibration of pressure transmitters.

25: Operator onsite due to power outage. Facility running on generator.

31: Curney Mechanical onsite to repair flowmeter.

SECOND QUARTER:**APRIL**

13: Hamisco on site for annual lifting device inspection.

29: Monthly generator test.

MAY

10: Monthly generator test.

JUNE

08: Monthly generator test.

16: High float alarm test.

THIRD QUARTER:**JULY**

21: GenCare on site. Completed annual inspection of generator.

28: CC Dance on site. Wet well cleaned.

AUGUST

No maintenance for this month.

SEPTEMBER

01: Larry Miles Electric on site on site for flowmeter installation. Flowmeter not installed due to Curney Mechanical not arriving to assist.

07: Flowmeter installed by Curney Mechanical and Control Valve. Flowmeter not connected due to lack of electrician on site.

27: High float alarm and power failure alarm tested.

FOURTH QUARTER:**OCTOBER**

- 07: CCDance on site. Pumped out air relief chamber on Hacienda due to flooding.
Farmington Mechanical on site to replace air relief valve in chamber on Hacienda.
- 12: Larry Miles Electric on site. Replaced 30 and 100 amp fuses in pump disconnect panel with time delayed fuses.
Larry Miles Electric reconnected flow metre. Flow metre now functioning.
- 25: Power failure and high float alarm tested.
Generator test completed

NOVEMBER

- 17: Generator test completed.
Power failure alarm tested.
Farmington Mechanical on site to install vent in dry well.
- 25: CCDance on site – cleaned wet well
- 30: High level float alarm tested.

DECEMBER

- 07: Generator test completed.
High float and power failure alarm tested.
- 21: Wet well vent scrubbed due to material build up.

SECTION 6: ALARMS**FIRST QUARTER:****JANUARY**

No alarms this month.

FEBRUARY

No alarms this month.

MARCH

- 09: Alarm received for discharge pressure transmitter fault. Operator to attend site and review operation.
- 10: Alarm received for flow transmitter fault. Flow not visible at the site. Determined that flowmeter is damaged and requires replacing.

SECOND QUARTER:

No alarms this quarter.

THIRD QUARTER:**JULY**

- 02: High level and pressure alarm received. On-call operator attended site. All operations normal. Alarms acknowledged and dialer reset.
- 22: Power outage alarm. Hydro One at nearby street location. Hydro restored. All normal.

AUGUST

No alarms this month.

SEPTEMBER

No alarms this month.

FOURTH QUARTER:

OCTOBER

No alarms this month.

NOVEMBER

No alarms this month.

DECEMBER

No alarms this month.

SECTION 7: COMPLAINTS & CONCERNS

FIRST QUARTER:

There were no complaints or concerns during the quarter.

SECOND QUARTER:

There were no complaints or concerns during the second quarter.

THIRD QUARTER:

There were no complaints or concerns during the third quarter.

FOURTH QUARTER:

There were no complaints or concerns during the fourth quarter.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Springfield Wastewater Collection System Operations Report Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Mark Harris, Sr. Operations Manager, Aylmer Cluster
Date: February 1, 2023

Facility Description

Facility Name: Springfield Wastewater Collection System
Regional Manager: Dale LeBritton - (519) 476-5898
Senior Operations Manager: Mark Harris - (226) 545-0414
Business Development Manager: Robin Trepanier - (519) 791-2922
Facility Type: Municipal
Classification: Class 2 Wastewater Collection
Title Holder: Municipality
Operation Status: OCWA

Service Information

Area(s) Serviced: Community of Springfield
Population Serviced: 751.4
Connections: 289

Operational Description

Sanitary sewers connected to one pumping station for the community of Springfield in the Township of Malahide. The Springfield Pump Station pumps wastewater to the Ontario Police College Pump Station and then it is pumped to the Aylmer Lagoons.

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: Springfield P.S

ORG#: 6644

SECTION 1: COMPLIANCE SUMMARY**FIRST QUARTER:**

There were no compliance issues to report during the first quarter.

SECOND QUARTER:

There was no compliance issue to report during the second quarter.

The Ministry of Environment, Conservation and Parks has indicated that within 3-4 months of the date that the Municipality applied for their new CLI-ECA that a draft shall be received. OCWA is requesting a copy of the drafts be provided once received to allow for a review. The standard review period is 2 weeks for the drafts and will be required to conduct a thorough review to ensure the required deadlines of the new CLI-ECAs are met.

THIRD QUARTER:

There were no compliance issues to report during the third quarter.

FOURTH QUARTER:

There were no compliance issues to report during the fourth quarter.

SECTION 2: INSPECTIONS**FIRST QUARTER:**

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted during this quarter.

SECOND QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted during this quarter.

THIRD QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted during this quarter.

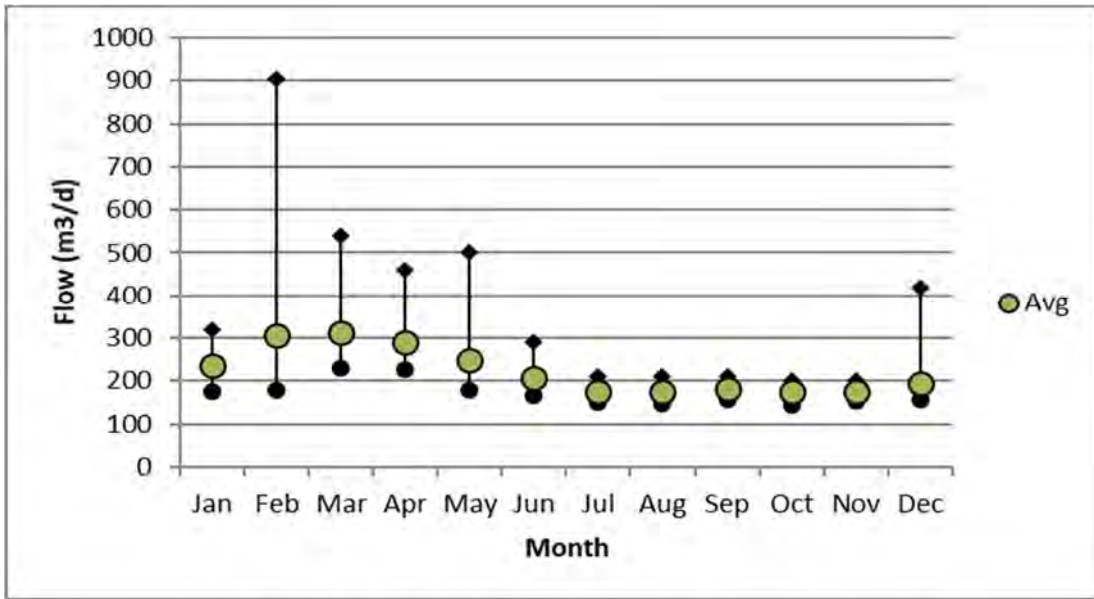
FOURTH QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted during this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

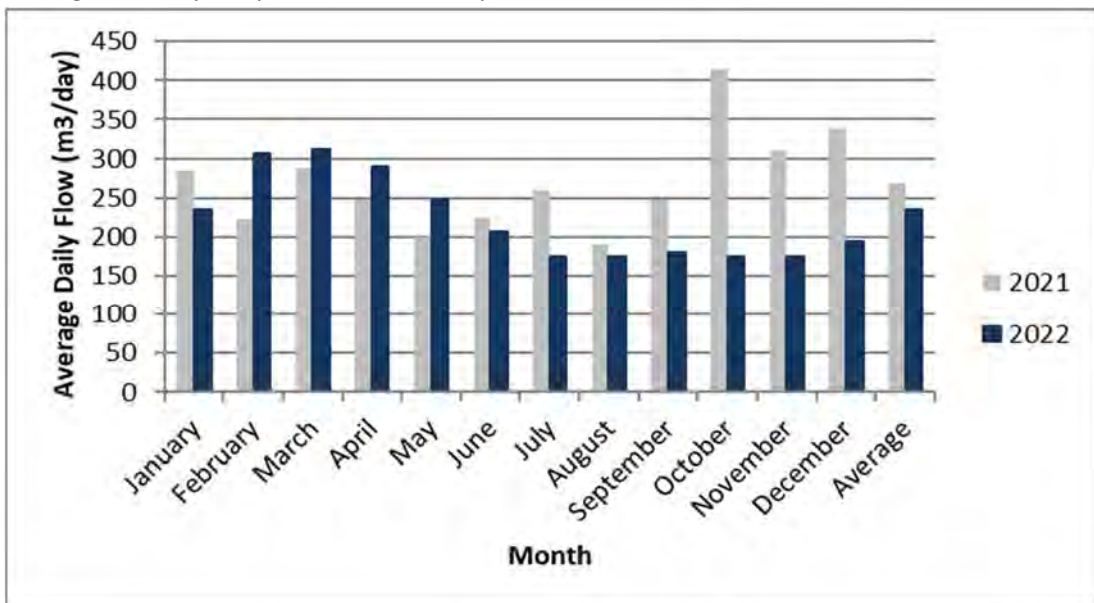
The average daily flow in 2022 is 222.77m³/d, which is down 17.3% compared to the average daily flow in 2021. The average daily flow in 2021 was 269.3m³/d. Refer to Chart 1 for a comparison of the minimum, maximum and average daily flows so far for 2022. As depicted in Chart 1 flow rates vary in the winter (due to melt) and spring (precipitation) however, during the dryer summer months they are relatively constant. The peak flow in 2022 was 905.3m³/d. Chart 2 below shows the monthly average daily flows for 2022 compared against 2021.

Chart 1. Springfield minimum, maximum and average daily flow for 2021.



*significant snowmelt and rain fall on February 23rd

Chart 2. Average monthly daily flow in 2022 compared to 2021.



SECTION 4: OCCUPATIONAL HEALTH & SAFETY**FIRST QUARTER:**

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter.

SECTION 5: GENERAL MAINTENANCE**FIRST QUARTER:****JANUARY**

Completed monthly work orders and generator operation and maintenance.

05: Wet-well inspected and both pumps tested in hand.

25: Alarm testing completed.

31: Air relief chambers between Springfield and OPC inspected.

FEBRUARY

Completed monthly work orders and generator operations and maintenance.

22: Alarm testing completed.

28: Health and Safety checks completed.

MARCH

Completed monthly work orders and generator operation and maintenance.

14: Cleaning and inspection of electric heaters. Exercising of gate valves in lower level at the pump station.

21: Health and safety checks completed. Testing of UPS.

28: Alarm testing completed.

SECOND QUARTER:**APRIL**

Completed monthly work orders and generator operation and maintenance.

09: Completed SCADA rounds and checks. Noticed between hours 2120-2240 on Friday April 8th, 2022, SCADA network communication issue occurred. ORO is aware. Sam Gustavson from Malahide Township was informed and is looking into issue. Operations appear to be running normally.

13: Flowmetrix on-site to calibrate flow meters.

19: Ran pumps in hand checked fire extinguisher, first aid kit and eyewash. Tested UPS. Tested generator

28: Flowmetrix completed calibration of pressure sensor.

MAY

Completed monthly work orders and generator operation and maintenance.

01: Emergency locate call received for across from 51511 Ron McNeil line.

Sam Gustavson of the Township of Malahide contacted and provide drawings.

On-site and completed locate.

06: Epcor were on site to install a new natural gas connection, everything appears to be operating normally.

19: Responded to high/ low level alarm. Inspected wet-well upon arrival. Well at low level. Contacted Sam Gustavson as requested. Instructed to disable pumps. Remained on site to monitor and run wet-well pumps in hand as required while troubleshooting. Millitronics we're giving an inaccurate and unstable reading. PLC was disabled via the fuse by Sam G. until the issue can be resolved.

Station now running off high/ low level floats. Observed multiple pump cycles to ensure that the pump station was operational. Sam G. contacted Oncall operator to instruct him to visit site in case of a pump fault or communication fault. He also contacted ORO (Mark Harris) to inform him of the situation.

Due to milltronic issues, SPS is working on floats. Adjustments made by Summa and Sam Gustavson from Malahide Township. Spoke to ORO, will periodically check SCADA this evening to ensure system is working correctly. Watched several cycles via SCADA on float mode-all normal. Sam Gustavson and Operator onsite. Milltronic troubleshooting will resume tomorrow morning.

24: Koolen Electric and Township of Malahide on-site to install new electrical panel and transducer.

25: Koolen Electric and Summa on site to replace transducer and level equipment. Checked on SCADA and everything now operating normal on level control.

30: Completed work orders for main transfer panel and battery inspection.

JUNE

Completed monthly work orders and generator operation and maintenance.

13: Tested both pumps in hand while on Utility power and Generator

Completed monthly generator test and high level float.

THIRD QUARTER:JULY

21: Gencare on site. Completed annual inspection of generator.

28: CC Dance on site. Wet well cleaned.

AUGUST

10: Gate valves exercised.

11: Power failure alarm tested.

SEPTEMBER

Completed monthly work orders and generator operation and maintenance.

15: Generator test.

FOURTH QUARTER:**OCTOBER**

- 24: Tested generator for monthly test.
Completed high level float and power failure alarm test.
- 26: Eastlink on site. Installed new modem. Communications now normal.
- 31: Quarterly air relief chamber inspections completed.

NOVEMBER

- 24: Tested generator for monthly test.
Completed high level float alarm test.
- 25: CCDance on site for wet well cleaning.

DECEMBER

- 06: New pressure transmitter installed and working properly by Flow Metrix.
Checked SCADA iPad value and its reflecting the same value as on site.
- 15: Inspected wetwell and tested both pumps in hand.
Started up generator for run test, and tested monthly alarms.
- 29: Smoke detector beeping upon arrival. Reset alarm. Received smoke detector alarm now active alarm at 13:23. Acknowledged alarm at same time. Now normal.

SECTION 6: ALARMS**FIRST QUARTER:****JANUARY**

- 11: Power fail alarm received. Operator attended site and power was restored. Site inspection completed prior to leaving.

FEBRUARY

No alarms to report this month.

MARCH

No alarms to report this month.

SECOND QUARTER:**APRIL**

- 17: Received alarm for high and low level in wet-well. Reviewed on SCADA what the issue was as pumps were turning on and off and high/low level spikes were observed. Findings on trending inconclusive.
Arrived onsite. Opened wet-well to see that no indication of a high level had occurred.
Wet-well appears normal. Watched pumps cycle 4 times. No issues. Spoke to ORO and Sam Gustavson from the township of Malahide regarding issue. Alarm occurred due to milltronics malfunction. Triggered pumps to turn on while fighting against low level float to turn off. Issue will be followed up by ORO and Sam as system is now normal. Secured site.
- 20: Received alarm from spectrum of utility fail at site. Reviewed SCADA, no longer in alarm. Waited for pump cycle to run based on timing with trending between pump cycles. Watched pump cycle via SCADA , 21.65L/S, 201.5 KPA. Spoke to Sam Gustavson from Malahide township to inform him of what I saw. He confirmed no need to go onsite as site has power and pump had in fact cycled based on information and trending historical data.

MAY

No alarms to report this month.

JUNE

No alarms to report this month.

THIRD QUARTER:JULY

No alarms to report this month.

AUGUST

No alarms to report this month.

SEPTEMBER

05: Received low-level alarm. On call operator determined it was a false reading due to faulty milltronic readings when pump 1 running. Pump 1 turned off, pump 2 placed on duty.

08: Received low-level alarm. As per WWMO, start set points on pump 1 changed due to faulty milltronics readings.

FOURTH QUARTER:OCTOBER

25: Operator received call from Senior Operations Manager notifying of communications failure. Operator attended site. Modem failure. Execulink contacted. Site monitored throughout the night.

NOVEMBER

No alarms to report this month.

DECEMBER

No alarms to report this month.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS**FIRST QUARTER:**

There were no community complaints or concerns received during the first quarter.

SECOND QUARTER:

There were no community complaints or concerns received during the second quarter.

THIRD QUARTER:

There were no community complaints or concerns received during the third quarter.

FOURTH QUARTER:

There were no community complaints or concerns received during the fourth quarter.



Report to Council

REPORT NO.: PW-23-16
DATE: April 6, 2023
ATTACHMENT: 2022 Section 11 and Schedule 22 Reports
SUBJECT: **MALAHIDE WATER DISTRIBUTION SYSTEM: 2022 SECTION 11 ANNUAL REPORT AND SCHEDULE 22 SUMMARY REPORT**

Recommendation:

THAT Report No. PW-23-16 entitled “Malahide Water Distribution System: 2022 Section 11 Annual Report and Schedule 22 Summary Report” be received.

Background:

Schedule 22 of O. Reg. 170/03 under the Safe Drinking Water Act, requires that the Operating Authority prepare and submit a report to the Council no later than March 31 of each calendar year. In addition, the Operating Authority, being the Ontario Clean Water Agency (OCWA), is required to complete Section 11 of O. Reg. 170/03 under the Safe Drinking Water Act. The Section 11 Annual Report must be made available to the public free of charge if requested.

The purpose of the two reports that are submitted by OCWA is to advise the Council on the operation of the system, the quality of the water, and the quantity of water used throughout the system for the previous year. The reports summarize compliance with the regulations, and any corrective actions and flow monitoring for the previous year’s operation of the water system. The reports provide transparency between the MECP, the general public and the municipal drinking water system. They are an effective tool to confirm to both the public and the MECP that municipal drinking water systems are providing a safe supply of potable water.

Comments/Analysis:

OCWA has prepared and submitted the 2022 Ministry of the Environment, Conservation and Parks (MECP) Annual Summary Report for the Malahide Water Distribution System. The Operating Authority is required to complete the Section 11 Annual Report by February 28th of each calendar year. The Mayor and Members of Council are to receive copies of Schedule 22 report by March 31st of each calendar year. Copies of each report were provided to Council Members before the required dates by email.

Reports are also submitted by the Elgin Area Primary Water Supply System - Joint Board of Management for the Elgin Area Water Treatment Plant and are available to the Council if requested.

The contents of the Schedule 22 report prepared by OCWA include:

- Overview of system
- Compliance with Regulations
- Corrective Actions related to non-compliances
- Flow summary for the previous year.

The contents of the Section 11 report prepared by OCWA include:

- Description of the water system
- A summary of adverse water quality incidents
- Population served
- Expenses incurred
- A summary of microbiological and chemical testing over the year.

Attached for the Council's review are copies of the Section 11 and Schedule 22 reports.

Compliance with Regulations:

The MECP conducted the annual inspection of the Distribution System on July 27th, 2022. For this inspection period, the Malahide System received a mark of 100%. There were no non-compliances with regulatory requirements identified during the inspection period.

Availability of Reports:

Copies of the Section 11 and Schedule 22 reports are to be made available for inspection by the public during normal working hours. The Staff have posted the reports on the Township of Malahide's website and are available at the front desk upon request. If the general public requests a copy of the report, one must be made available free of charge.

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 "Regularly review departmental operations to determine where financial efficiencies can be found through centralizing appropriate operations, undertaking organizational reviews and work flow assessments, etc."

Submitted by:	Approved by:	Approved for Council:
Sam Gustavson Water/Wastewater Operations Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

OPTIONAL ANNUAL REPORT TEMPLATE

Drinking Water System Number:	260004774
Drinking Water System Name:	Malahide Distribution System
Drinking Water System Owner:	Corporation of the Township of Malahide
Drinking Water System Category:	Large Municipal Residential
Period being reported:	January 1st to December 31st, 2022

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking Water System serve more than 10,000 people? Yes [] No [X]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <table border="1" style="width: 100%;"> <tr> <td>Township of Malahide Office 87 John Street Aylmer, ON N5H 2C3</td> </tr> </table>	Township of Malahide Office 87 John Street Aylmer, ON N5H 2C3	<p><u>Complete for all other Categories</u></p> <p>Number of Designated Facilities served: <input type="text"/></p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to: <input type="text"/></p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
Township of Malahide Office 87 John Street Aylmer, ON N5H 2C3		

Note: For the following tables below, additional rows or columns may be added, or an appendix may be attached to the report

List all Drinking Water Systems (if any), which receive all their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Ontario Police College Water System	Non-regulated

Did you provide a copy of your annual report to all Drinking Water System owners that are connected to you and to whom you provide all drinking water? Yes [X] No []

Indicate how you notified system users that your annual report is available and is free of charge.

- Public access/notice via the web
 Public access/notice via Government Office
 Public access/notice via a newspaper
 Public access/notice via Public Request
 Public access/notice via a Public Library
 Public access/notice via other method _____

Describe your Drinking Water System

The Malahide Distribution System receives water from the following systems:

- 1) Port Burwell Area Secondary Water Supply System
- 2) The Aylmer Area Secondary Water Supply System
- 3) The Aylmer Distribution System

The source of these three systems is the Elgin Area Primary Water Supply System whose raw water is taken from Lake Erie. The Malahide Distribution System supplies water to the Ontario Police College Water System.

The Malahide Distribution System services Waneeta Beach, Port Bruce, Copenhagen, Granger Road, Norton & Church St. (Orwell), Dixie Estates, Pede Road, Imperial Road (Hwy 73), Dingle Street, Hacienda Road, and east from Aylmer on Talbot Line to 49823 Talbot Line. There are various size mains and construction material. There are 44 fire hydrants and five chambers in the system. The chambers (two at Copenhagen Booster, PB-01, PB-02 and PB-03) are for air relief, pressure control, and/or metering. Note: PB-01 and PB-02 are owned by the Port Burwell Area Secondary Water Supply System with the pressure regulating valves owned by Malahide. Sample stations are located throughout the distribution system for water quality monitoring purposes.

In Copenhagen, the booster station provides additional water pressure north of the chamber. This station alternates duty on the booster pumps and is equipped with a pressure regulating valve and SCADA system to notify operators if there are any issues at the station. Flow is measured with a magnetic flow meter.

List all water treatment chemicals used over this reporting period

There are no process chemicals used for water treatment for the system.

Were any significant expenses incurred to?

- Install required equipment
 Repair required equipment
 Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

- Replaced sample station #72.
- Copenhagen Pump#1 impeller replaced.
- Portable Colorimeter purchased.
- Tracer wire locator purchased.

Provide details on the notices submitted in accordance with subsection 18 (1) of the Safe Drinking Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
n/a	n/a	n/a	n/a	n/a	n/a

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period

	Number of Samples	Range of E. Coli Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Distribution	159	0 - 0	0 - 0	106	<10 - <40

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)	Unit of Measure
Chlorine	364	0.30 - 1.48	mg/L

NOTE: For continuous monitors use 8760 as the number of samples

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
n/a	n/a	n/a	n/a	n/a

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
n/a	n/a	n/a	n/a	n/a

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Unit of Measure	Number of Exceedances
Distribution - Lead Results (ug/L)	n/a	n/a	n/a	n/a
Distribution - Alkalinity (mg/L)	4	92 - 100	mg/L	n/a
Distribution - pH	4	7.04 – 7.51	n/a	0

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
HAAs (Note: show latest running annual average)	2022	17.6	µg/L	No
THMs (Note: show latest running annual average)	2022	34.75	µg/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

Parameter	Result Value	Unit of Measure	Date of Sample
n/a	n/a	n/a	n/a



February 22nd, 2023

Matt Sweetland
Director of Public Works
87 John Street South
Aylmer, ON N5H 2C3

Re: Safe Drinking Water Act, O. Reg. 170/03 Schedule 22 Summary Report

Dear Mr. Sweetland,

Attached is the 2022 Summary Report for the Malahide Distribution System. This report is completed in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act.

This Summary Report is to be provided to the members of the municipal council by March 31st, 2023.

Section 12 of O. Reg. 170/03, requires the Annual Report required under Section 11 of O. Reg. 170/03 and the Summary Report be made available for inspection by any member of the public during normal business hours, without charge. The reports should be made available for inspection at the office of the township, or at a location that is reasonably convenient to the users of the water system.

Please feel free to contact me should you require any additional information regarding these reports. I can be reached at 519-870-7841.

Sincerely,

Matthew Belding
Process and Compliance Technician

c.c. Dale LeBritton, OCWA's Regional Hub Manager
Mark Harris, OCWA's Senior Operations Manager
Sam Gustavson, Malahide's Water/Wastewater Operations Manager
Maegan Garber, OCWA's Safety, Process and Compliance Manager



Annual Summary Report

For the

Malahide Distribution System

2022

Prepared for the Township of Malahide
By the Ontario Clean Water Agency

Table of Contents

Section Number	Contents	Page Number
1	Overview of System	1
2	Compliance with Regulations Schedule 22-2 (2)(a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water license, and any orders applicable to the system that were not met at any time during the period covered by the report.	1
3	Corrective Actions Schedule 22-2 (2)(b) For each requirement referred to in section 2 that was not met, specify the duration of the failure and the measures that were taken to correct the failure.	1
4	Flow Summary Schedule 22-2 (3) <ol style="list-style-type: none"> 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly total and monthly average daily flows. 2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water license, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement. 	1
APPENDICES		
APPENDIX A Copenhagen Booster Pumping Station flows for January 1 st , 2022 to December 31 st , 2022		
APPENDIX B Malahide Distribution System Annual Flow Readings		

SECTION 1: Overview of System

This summary report for the Malahide Distribution System is published in accordance with Schedule 22 of Ontario's Drinking Water Systems Regulation for the reporting period of January 1st, 2022 to December 31st, 2022. The Malahide Distribution System (waterworks number 260004774) is categorized as a Large Municipal Residential Drinking Water System.

This report was prepared by the Ontario Clean Water Agency on behalf of the Township of Malahide and must be supplied to the municipal council by March 31, 2023.

SECTION 2: Compliance with Regulations

The Malahide Water Distribution Supply System was operated and maintained in such a manner, that water supplied to the consumers serviced by the system satisfied the requirements in the Safe Drinking Water Act, the regulations, and the system's Municipal Drinking Water Licence (051-101) and Drinking Water Works Permit (051-201).

There were no Adverse Drinking Water Quality Incidents (AWQI) reported during this reporting period.

The Ministry of the Environment, Conservation and Parks (MECP) conducted the routine annual inspection on July 27th, 2022. The inspecting officer, Angela Stroyberg, found no non-compliances with the regulatory requirements.

SECTION 3: Corrective Actions

The routine MECP Inspections have an Inspection Rating Record, which evaluates the system to provide information for the owner/operator on areas that need to be improved. The particular areas that were evaluated for the Malahide Distribution System were: Treatment Process, Distribution System, Operations Manuals, Logbooks, Certification and Training, Water Quality Monitoring, Reporting and Corrective Actions and Treatment Process Monitoring. This system received 0 out of 193 non-compliance ratings and as such received 100% for the Final Inspection Rating.

SECTION 4: Summary and Discussion of Quantity of Water Supplied

The Malahide Distribution System consists of a number of tertiary mains throughout the Township. Flow rates are measured throughout the distribution system.

Attached as Appendix A is a summary of flows including total and average daily flows for the reporting period at the Copenhagen Booster Pumping Station. The Copenhagen Booster Pumping Station daily average flow for the reporting period was 90.5m³/day, which is a 14.0% increase from 2021.

Attached as Appendix B are the remaining flow readings for the Malahide Distribution System. The total flow supplied to the system was 139,908m³, which corresponds to a 6.0% increase from 2021.

APPENDIX A

The table below is a summary of quantities and flow rates from the Copenhagen Booster Station for 2022 compared to 2021 values.

Month	2022 Total Flow (m³)	2021 Total Flow (m³)	2022 Average Day Flow (m³/day)	2021 Average Day Flow (m³/day)	Difference between 2022 and 2021 (%)
January	2,610	1,956	84.2	63.1	33.4
February	2,349	1,891	83.9	67.5	24.3
March	2,597	2,060	83.8	66.5	26.0
April	2,690	2,156	89.7	71.9	24.8
May	3,065	2,808	98.9	90.5	9.3
June	3,205	2,651	106.8	88.4	20.8
July	3,258	2,397	105.1	77.3	36.0
August	2,683	2,687	86.5	86.7	-0.2
September	2,564	2,547	85.5	84.9	0.7
October	2,493	2,615	80.4	84.4	-4.7
November	2,487	2,511	82.9	83.7	-1.0
December	3,022	2,708	97.5	87.4	11.6
Total Flow	33,023.8	28,986.5	-	-	-
Average	2,752.0	2,415.5	90.5	79.4	14.0
Maximum	3,258.3	2,807.8	106.8	90.5	-

APPENDIX B

The table below is a summary of quantities of flow for water usage throughout Malahide (excluding Copenhagen) in 2022 compared to 2021.

Location	2022 Total Flow (m³)	2021 Total Flow (m³)	2022 Average Day Flow (m³/d)	2021 Average Day Flow (m³/d)	Difference between 2022 and 2021 Flows (%)
Talbot Street East	3,505	3,531	9.6	9.7	-1.0
Dingle Street	64,424	62,073	176.5	170.1	3.6
Talbot Street West	6,229	6,949	17.1	19.0	-11.3
PB01 (Rush Creek)	3,288	3,630	9.0	9.9	-9.9
PB02 (Port Bruce)	3,980	1,633	10.9	4.5	58.7
Dexter and Imperial	19,240	19,125	52.7	52.4	0.6
Waneeta Beach	1,273	1,147	3.5	3.1	11.1
Rogers	2,855	2,921	7.8	8.0	-2.3
Norton/ Church	2,090	1,992	5.7	5.5	3.9



Report to Council

REPORT NO.: PW-23-15

DATE: April 6, 2023

ATTACHMENT: Drinking Water Quality Trends Report 2022, Annual Management Review Meeting Minutes

SUBJECT: **MALAHIDE WATER DISTRIBUTION: DRINKING WATER QUALITY TRENDS AND MANAGEMENT REVIEW OF DWQMS OPERATIONAL PLAN**

Recommendation:

THAT Report No. PW-23-15 entitled “Malahide Water Distribution: Drinking Water Quality Trends and Management Review of DWQMS Operational Plan” be received.

Background:

On an annual basis, the Operating Authority being the Ontario Clean Water Agency (OCWA), is required to submit to the owner, a drinking water quality trends report for the Malahide Water Distribution System. This report is subsequently reviewed with the owner which is a requirement of Element 20: Management Review of the DWQMS Operational Plan.

Comments/Analysis:

On February 6th, 2023 Township Staff met with OCWA to conduct the annual Management Review meeting. The minutes from the Management Review are attached to this report for Council’s information. The purpose of the review is to evaluate the continuing suitability, adequacy and effectiveness of OCWA’s Quality & Environmental Management System (QEMS).

On February 10th, 2023, the Ontario Clean Water Agency (OCWA) provided the drinking water quality trends report to the Staff of the Township of Malahide. The report is a detailed summary of drinking water quality parameters that are monitored by the operators which include chlorine residuals, microbiological testing, and Trihalomethanes. Haloacetic acids (HAA’s) have also been included in sampling as a new requirement which began in 2017. The attached report charts out the minimum and maximum results for these parameters over the last ten years against the operational guidelines and adverse water quality limits set by O. Reg. 170/03.


Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Land” Strategic Pillar relates to “continue to work with area municipalities to ensure that the local supply of water is safe and secure.”

The report provides the Council with the status of ongoing projects in order to achieve better program delivery.

Submitted by:	Approved by:	Approved for Council:
Sam Gustavson Water/Wastewater Operations Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

	Malahide Distribution System Drinking Water Quality Trends Report 2022	Issued: 2023-02-02 Rev.#: 0 Pages: 1 of 7
	Reviewed by: SPC Manager	Approved by: Operations Management

Overview

As part of the DWQMS Element 20: Management Review it is required to review the drinking water quality trends for the facility. This report details the drinking water quality parameters that are monitored for the Malahide Distribution System. These parameters are:

- Distribution Free Chlorine Residuals
- Distribution Water E.coli, Total Coliform and Heterotrophic Plate Count
- Distribution Water Trihalomethanes and Haloacetic Acids

Free Chlorine

Each week seven residuals are taken on the system according to the regulations. The annual minimum and maximum chlorine residuals for the last ten years were:

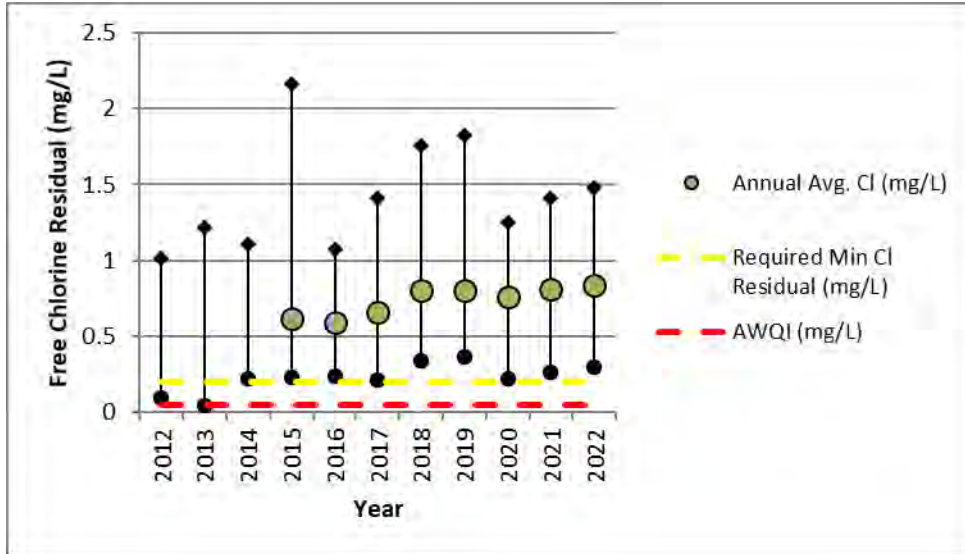
Year	Minimum Free Chlorine Residual (mg/L)	Maximum Free Chlorine Residual (mg/L)
2012	0.09	1.01
2013	0.04	1.22
2014	0.22	1.11
2015	0.23	2.16
2016	0.24	1.07
2017	0.21	1.41
2018	0.34	1.76
2019	0.36	1.82
2020	0.22	1.25
2021	0.26	1.41
2022	0.30	1.48
Operational Guideline	0.20	4.00
AWQI Limit	0.05	n/a

The chart below depicts the minimum and maximum free chlorine residuals taken as grab samples in the Malahide Distribution System, comparing the last ten years (2012-2022) against the operational guideline and adverse water quality limits set by O. Reg. 170/03. The required minimum is 0.20mg/L, which is a guideline from the MECP for the drinking water system to achieve in all parts of the distribution system. If a residual is found below this requirement, action is required to increase this residual. The usual means of increasing the residual is by flushing in the area. An Adverse Drinking Water Quality Indicator (AWQI) occurs when the free chlorine residual taken as a grab sample is below 0.05mg/L, this residual is to be reported the MECP Spills Action Centre (SAC) and the local Medical Officer of Health. Immediate action is required to bring the residual above 0.2mg/L in the affected area and take any further action as directed by the Medical Officer of Health. An AWQI was reported in 2013 for a grab sample in August which was below 0.05mg/L (Chart 1).

In 2022, the average free chlorine residual taken as a grab sample in the distribution system was 0.84mg/L. This is a 3.0% increase when compared to the 2021 (0.81mg/L) average free chlorine residual. Refer to Chart 1.

Low chlorine residuals have been occurring at two locations in particular, the problem areas that have been identified are Jamestown Line/Rush Creek and Imperial Rd/Calton Line. These areas require frequent monitoring and flushing, especially in the warmer months. Since the installation of the re-chlorination facility on Dexter Line, frequency of flushing has decreased.

Chart 1. Minimum and maximum free chlorine residuals throughout the distribution system compared against the required minimum and the AWQI limit. Note: average chlorine residual data collection began in 2015.



Microbiological Samples

The distribution water in the Malahide Distribution System is sampled weekly for E.coli, Total Coliform and Heterotrophic Plate Count (HPC), following O.Reg.170/03. Each week three samples are tested for E. coli and Total Coliform and one sample is tested for HPC. The Ontario Drinking Water Quality Standard for E.coli and Total Coliform is not detectable for both. Heterotrophic Plate Count is used as an operational tool to determine if there is an issue.

There were no samples that had detectable E.coli or Total Coliform in 2022. Therefore, no adverse test results were reported to the MECP due to microbiological sampling in 2022. In 2021, the HPC range was <10 to 20cfu/mL. The table below shows the sample results compared for the last ten years (2011-2021).

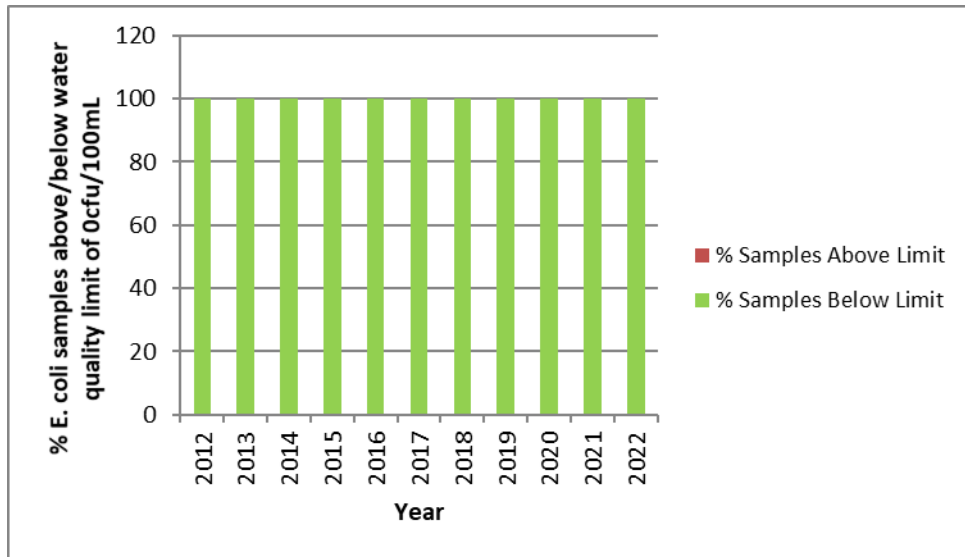
Year	# TC & EC Samples	E. coli Range (cfu/100mL)	Total Coliform Range (cfu/100mL)	# HPC Samples	Heterotrophic Plate Count Range (cfu/mL)
2012	310	0 – 0	0 – 45***	260	<10 - >2000
2013	169	0 – 0	0 – 0	115	<10 - >2000
2014	162	0 – 0	0 – 0	110	<10 - >2000
2015	160	0 – 0	0 – 0	109	0 - >2000
2016	161	0 – 0	0 – 0	109	0 – 30
2017	154	0 – 0	0 – 0	103	<10 – 70
2018	156	0 – 0	0 – 0	104	<10 – 500
2019	159	0 – 0	0 – 0	106	<10 - 530
2020	157	0 – 0	0 – 0	98	<10-60
2021	159	0 – 0	0 – 0	107	<10-20
2022	159	0 – 0	0 – 0	106	<10-<40

**AWQI reported on June 8th, 2011 at Aylmer Tire, resamples showed no adverse results.

***In 2012 the Port Bruce area received upgrades to the system which included new valves, hydrants and services. During this time numerous samples were taken following the upgrades and the MOH was issuing boil water advisories for the affected areas. An AWQI was reported on July 3rd, 2012 at Sample Station #78 in Port Bruce, it was determine to be due to the Sample Station and not indicative of the water being supplied to consumers. The Sample Station was isolated from the system. Another AWQI occurred on August 4th, 2012 this occurred on a sample that was taken after upgrades to the system were completed. There was a Boil Water Advisory already issued for the area as a result of the upgrade project (which included new valves, services and hydrants). Re-samples were obtained with no adverse results.

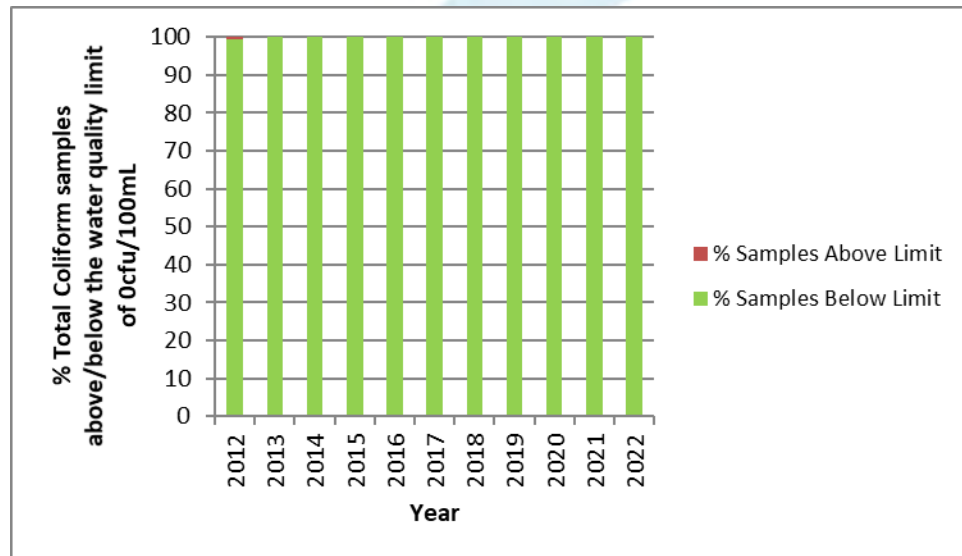
There have been no issues with E. coli in the last ten years, refer to Chart 2.

Chart 2. E. coli results from 2012 to 2022 as a percentage of samples below drinking water quality limits.



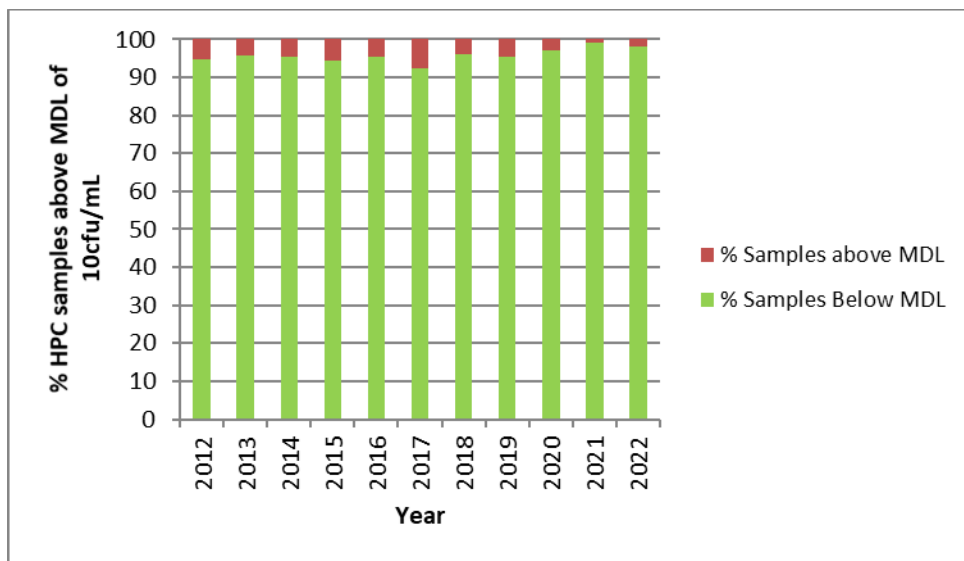
There have been no AWQI's for Total Coliforms since 2012, refer to Chart 3. AWQIs are reported to the MECP and MOH.

Chart 3. Total coliform results from 2012 to 2022 as a percentage of samples below drinking water quality limits.



HPC results fluctuate, however, the majority of results show no issues (less than Method Detection Limit (MDL)), refer to chart 4 below. There is only a concern with high HPC results if they stay consistently high as this could indicate biofilm formation in the water mains.

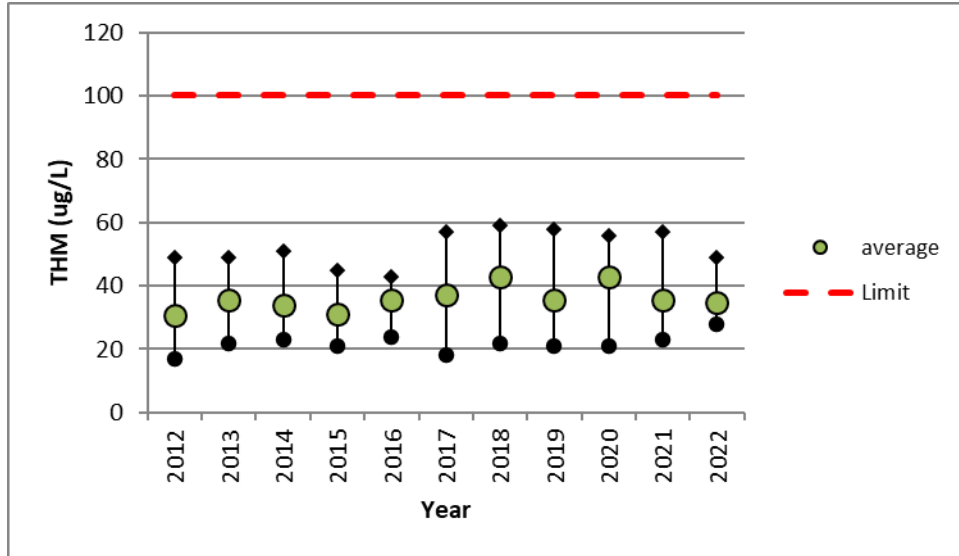
Chart 4. HPC results from 2012 to 2022 depicted as % below method detection limit (MDL) and % above MDL.



Trihalomethanes

The distribution system is sampled for Total Trihalomethanes (THMs) on a quarterly basis, as per O. Reg. 170/03. The Ontario Drinking Water Quality Standard for THM is 100µg/L. The range of THM results for the Malahide Distribution System in 2022 was 28 to 49µg/L. Refer to the chart below for the THM results compared for the last eleven years. Overall, the running average of 34.8µg/L has decreased by 2.1% in 2022 compared to 2021, and is still well below the maximum allowable concentration.

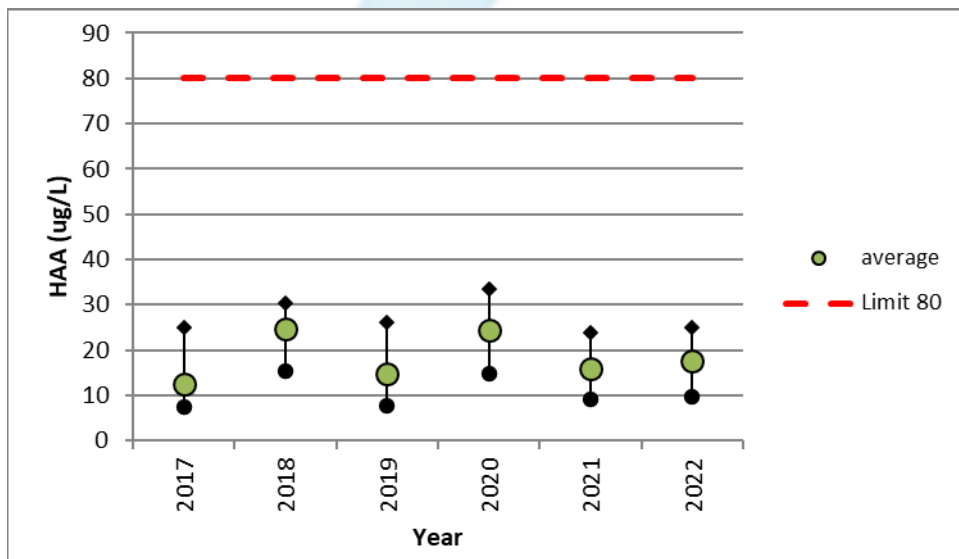
Chart 5. THM results for 2012-2022 compared against the drinking water quality limit.



Haloacetic Acids

The distribution system is sampled for Total Haloacetic Acids (HAAs) on a quarterly basis, as per O. Reg. 170/03. This requirement began in 2017. The Ontario Drinking Water Quality Standard for HAA is 80µg/L. The range of HAA results for the Malahide Distribution System in 2022 was 9.6 to 25µg/L. Refer to the chart below for the HAA results over the last four years. Overall, the running average of 17.6µg/L has increased by 10.7% in 2022 compared to 2021.

Chart 6. HAA results for 2017-2022 compared against the drinking water quality limit.



Discussion

Overall the Malahide Distribution System provides quality water meeting all regulatory requirements. There were no AWQI's for the system in 2022. An ongoing problem is low chlorine at three dead end locations in particular (Jamestown/Rushcreek, Imperial/Calton Line and Talbot St. E). Routine flushing at these locations is completed in order to remain in compliance. The Dexter Line Chlorination facility has shown to be effective in increasing the residuals in the Malahide Distribution System and at these two areas of concern.

Revision History

Date	Revision #	Reason for Revision	Revision By
2023-02-02	0	Create Report for 2022	Matthew Belding





Management Review Minutes

Malahide Distribution System

Revision Date: 2023-02-06
Pages: 1 of 9

Reviewed by: QEMS Representative

Approved by: Operations Management

Drinking Water System Name:

Malahide Distribution System

Owner and Location:

The Corporation of the Township of Malahide

Review Period: *February 3rd, 2022 to February 5th, 2023*

Meeting Information/Introduction

Date/Time: February 6th, 2023 at 10:30am

Location: *87 John St. South Aylmer*

Attendees: Top Management: Maegan Garber, SPC Manager; Mark Harris, Senior Operations Manager
QEMS Representative: Matthew Belding, PCT
Owner Representative: Sam Gustavson, Water/Wastewater Operations Manager
Operations Personnel: Vitaliy Talashok, Capital Works Manager

Regrets: None

Distribution: *All attendees*
Dale LeBritton, RHM, Matt Sweetland, Director of Physical Services

Minutes Taken By: Matthew Belding

Introduction:

The purpose and objectives of the Management Review was reviewed as follows:

Purpose:

To evaluate the continuing suitability, adequacy and effectiveness of OCWA's QEMS.

Objectives:

The Management Review participants will review/discuss the standing agenda items and the data presented, identify deficiencies, make recommendations and/or initiate action plans to address identified deficiencies as appropriate.



Management Review Minutes

Malahide Distribution System

Revision Date: 2023-02-06
Pages: 2 of 9

Reviewed by: QEMS Representative

Approved by: Operations Management

The Management Review includes a review of the DWQMS operational plan, SAI audit report(s), OCWA internal audit report(s) and other related operational documents/records as detailed in the meeting minutes. The information reviewed during the Management Review was provided/made available to attendees

This meeting covers all standing agenda items for the DWS noted above. Details of the discussion, any deficiencies identified, decisions made and applicable action items related to each standing agenda item are described under the appropriate item number within the following table. Additional comments/discussion items are described under section 2.

The minutes from the previous Management Review on February, 2022 were also reviewed. Any follow up on actions and/or additional actions required are detailed under item i.

Meeting Minutes				
Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
1 [a]	Incidents of regulatory non-compliance: The last inspection was an unannounced inspection that was conducted on July 27, 2022 by Angela Stroyberg of the Ministry of the Environment, Conservation and Parks (MECP). There were no non-compliances found. As such the Final Inspection Rating was 100%.	n/a	n/a	n/a
[b]	Incidents of adverse drinking water tests: There have been no adverse drinking water tests since the last Management Review.	n/a	n/a	n/a
[c]	Deviations from Critical Control Point limits and response actions: There are no CCPs identified for the system therefore, there are no limits reached and no associated response actions.	n/a	n/a	n/a



Management Review Minutes

Malahide Distribution System

Revision Date: 2023-02-06
Pages: 3 of 9

Reviewed by: QEMS Representative

Approved by: Operations Management

Meeting Minutes

Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
[d]	<p>Effectiveness of the risk assessment process: OP-08A annual review conducted on Risk Assessment last revised 2022-02-03. The 36 month risk assessment was last conducted January 19th, 2021. The annual risk assessment review will be completed as part of the Management Review. The next 36 Month Risk Assessment is due in 2024.</p> <p>As per the previous annual review the following was changed: Boil Water Advisory to Drinking Water Advisory, revise likelihoods and add Commissioning SOP.</p>	n/a	QEMS Representative	n/a
[e]	<p>Internal and third-party Audit results: A systems audit was conducted on March 21st, 2022 by Ryan Bourne of SAI Global. There were no non-conformances and two Opportunities for Improvements (OFIs).</p> <p>A re-accreditation audit was conducted on May 13th, 2022 by Ryan Bourne of SAI Global. There no non-conformances and two Opportunities for Improvements (OFIs).</p> <p>The Internal Audit was conducted by Matthew Belding on January 4th, 2023. There were no non-conformances and 8 OFIs identified in the report.</p>	<p>Refer to Summary Table of Action Items for the External audit action items.</p> <p>Refer to Summary Table of Action for the Internal audit action items.</p>	Refer to Summary Table of Action for the Internal audit action items.	Refer to Summary Table of Action for the Internal audit action items.



Management Review Minutes

Malahide Distribution System

Revision Date: 2023-02-06
Pages: 4 of 9

Reviewed by: QEMS Representative

Approved by: Operations Management

Meeting Minutes

Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
	The next external audit will be scheduled for 2023.			
[f]	Results of emergency response testing: CP-01 Spill Response and CP-02 Critical Injury were reviewed and CP-05 Unsafe Water was reviewed and tested on December 7 th , 2022. The scenario was an AWQI at Lyons. There were no action items identified.	n/a	n/a	n/a
[g]	Operational performance: The Malahide Distribution System has operated well over the last year. There have been no compliance issues and distribution system residuals have been maintained. The quarterly meeting with the client occurred prior to this Management Review. There were no concerns noted during the Q4 meeting with the operation of the Malahide system.	n/a	n/a	n/a
[h]	Raw water supply and drinking water quality trends: The Raw water is treated at the Elgin Area Primary Water Supply System. The systems annual report for 2022 has not been issued as of yet. The 2021 Annual Report was reviewed, there were two reportable events identified which pertained only to the backwashing system at the plant. This did not have an impact on the distribution systems which receives water.	n/a	n/a	n/a



Management Review Minutes

Malahide Distribution System

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Pages: 5 of 9

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Approved by: Operations Management

Meeting Minutes

Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
	<p>The Malahide Distribution System Drinking Water Quality trends report for 2022 was reviewed. This report trends the last ten years of sampling. There has been overall improvement to the free chlorine residuals in the system ever since the Dexter Line Re-chlorination facility has been online.</p> <p>Routine flushing has also been conducted in the system with the locations rotating on a Summer and Winter schedule.</p>			
[i]	<p>Follow-up on action items from previous Management Reviews: There were no outstanding items from the last Management Review.</p> <p>A review was completed of the Summary Table of Action Items.</p>	On-going training action items were closed from previous audits and reference in the most current, as found during the IA completed by the QEMS Representation on January 4 th , 2023.	n/a	n/a
[j]	<p>Status of management action items identified between reviews: No action items have been identified between reviews.</p>	n/a	n/a	n/a
[k]	<p>Changes that could affect the QEMS:</p> <ol style="list-style-type: none"> 1. New version of the AWQI form 2. Cybersecurity added to the MECPs Potential Hazardous Events 	n/a	n/a	n/a



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Malahide Distribution System

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Pages: 6 of 9

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Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
	<ol style="list-style-type: none"> 3. Revisions to Directors Direction, minimum requirements for Operational Plans 4. Summary Table was updated by Corporate Compliance -September 2nd there were changes to address OFIs 5. Corporate Compliance sent out guidance on April 21st, 2022 to help address OFIs from external audits 			
[l]	<p>Consumer feedback: There were three community complaints received in the system during the Management Review period.</p> <ol style="list-style-type: none"> 1. 02/11/2022 Homeowner concerned about calcium build up in toilet 2. 08/19/22 Homeowner concerned with pooling water around their shed foundation caused by dead end flushing 3. 12/27/2022 Homeowner concerned about chlorine odor in the water <p>The incidents have been resolved and recorded in OPEX.</p>	n/a	n/a	n/a
[m]	<p>Resources needed to maintain the QEMS: There are sufficient resources to maintain the QEMS.</p>	n/a	n/a	n/a
[n]	<p>Results of the infrastructure review:</p>	n/a	n/a	n/a



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Malahide Distribution System

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Pages: 7 of 9

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Meeting Minutes

Item #	Documentation Reviewed/Discussion Points/Issues Raised/Action Taken to Date /Decisions Made	Actions Identified during Management Review	Responsibility/Assigned To	Target Date
	<p><u>2022 Capital List:</u></p> <ol style="list-style-type: none"> 1. Copenhagen Booster Station (2) 4-inch check valve replacement (completed) 2. PLC replacement of micrologix controller (moved to 2023) 3. Hydrant maintenance and repairs (as needed) 4. Sample station maintenance/repairs/rebuild kits (as needed) 5. "Copenhagen Booster Station Pump 1 (west pump) and motor replacement: goulds 7.5HP 3BF1K1A0 3656S(208/1/60 with5.94 inch impeller) 6. "Copenhagen Booster Station Pump 2 (east pump) and motor replacement: goulds 7.5HP 3BF1K1A0 3656S(208/1/60 with5.94 inch impeller)" <ul style="list-style-type: none"> - Complete pump set to arrive - Rebuild kit also ordered <p><u>2023 Capital:</u></p> <ol style="list-style-type: none"> 1. (3) PRVs to be refurbished at the Copenhagen Booster 2. Consulting re: Copenhagen permanent generator, WWOM looking into options 			
[o]	Operational Plan currency, content and updates:	n/a	n/a	n/a



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	<p>The Operational Plan was last revised on 2022-02-03 with some procedures being updated. The Operational Plan will be revised with the action items identified in the Summary Table of Action Items.</p> <p>The Operational Plan was recently re-endorsed as signatures for both OCWAs Top Management as well as the Owner were no longer valid.</p>			
[p]	<p>Staff suggestions: There have been no action items from staff.</p>	n/a	n/a	n/a
[q]	<p>Review/consideration of any applicable Best Management Practices (BMPs): The MECP inspection report did not provide any recommendations for the system.</p> <p>-Sampling and monitoring training modules have been released by Corporate Compliance as part of the Value for Money Audit. These training modules will be delivered during staff meetings by the QEMS Representative</p>	n/a	n/a	n/a
2.	<p>Roundtable/Other: The Malahide DS Annual Risk assessment review took place following the meeting.</p>	n/a	n/a	n/a



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Details of next Management Review meeting:

Next Meeting:

The next Management Review meeting will occur in 2024, unless it is warranted to do so earlier.



Report to Council

REPORT NO.: PW-23-14
DATE: April 6, 2023
ATTACHMENT: OCWA Fourth Quarter Operations Report 2022
SUBJECT: **MALAHIDE WATER DISTRIBUTION SYSTEM - FOURTH QUARTER 2022 OPERATIONS REPORT**

Recommendation:

THAT Report No. PW-23-14 entitled “Malahide Water Distribution System - Fourth Quarter 2022 Operations Report” be received.

Background:

The Ontario Clean Water Agency (OCWA) and Township Staff, meet on a quarterly basis to review the operations and maintenance of the Malahide Water System. OCWA and the Township Staff discuss recommended lifecycle/capital work, bacteriological/chemical sample results, regulatory compliance, and possible emerging issues. OCWA provides detailed operations reports and performance assessment reports at these meetings.

Comments/Analysis:

This report is a summary of the operations and maintenance for the fourth quarters of 2022, as well as a condensed summary of the overall operations for the year. This report is submitted to Council to satisfy specific requirements of the QEMS Operational Plan for the water system. Additionally, this approach ensures that the Owners are kept informed on the operational performance of the water system on a continual basis by the Township Staff.

The Township Staff formally met with the OCWA on February 6th, 2023, to review system operations for the third and fourth quarters of the previous year. Some of the specific items that were discussed during these meetings are outlined below.

Compliance Summary:

There were no compliance issues during the third and fourth quarters of 2022. Furthermore, there were no compliance or exceedance issues in 2022.

Inspections:

The MECP inspection was completed on July 27th, 2022 during the third quarter. The final inspection report was received on November 1st, 2022. The system received an inspection rating of 100% for the inspection period.

QEMS Update:

An Internal audit was conducted by OCWA on January 4, 2022. There were no non-conformances and ten (10) Opportunities for Improvement (OFI).

The Management Review was conducted on February 3rd, 2022. Several action items were identified in the minutes. Outstanding action items were addressed by OCWA in the second quarter. The annual risk assessment was also conducted on February 3rd, 2022.

An external audit conducted on March 21st, 2022 by SAI Global. There were no non-conformances and one (1) OFIs identified during the audit that is being addressed by OCWA. A re-accreditation audit was also conducted by SAI Global on May 13th, 2022. There were no non-conformances and two (2) OFI which are to be reviewed at the next Management Review.

On September 14th, 2022 the Essential/Emergency Service and Supply Contact List was updated to satisfy the requirements of Elements 13 and 18 of QEMS. Facility Emergency Plan (FEP) testing was conducted on December 7th, 2022 to satisfy the requirements of OP-18. One contingency plan was tested and two others were reviewed.

Performance Assessment:

There were no adverse sample results during the third and fourth quarters of 2022. Overall, there were no adverse sample results in 2022. Weekly microbiological sample results were tested for E.coli, Total coliforms and HPC. Samples are shipped to SGS laboratories which is an accredited laboratory.

OCWA tested for free chlorine residuals throughout the distribution system two times per week. Quarterly samples were collected for Trihalomethanes (THMs) and Halo Acetic Acids (HAAs) in accordance with regulatory requirements. All sample results tested were well below the Maximum Allowable Concentrations (MAC) set forth in O.Reg. 170/03. OCWA continues to meet or exceed the Provincial Regulations pertaining to microbiological sampling requirements.

General Maintenance:

OCWA conducted various maintenance activities in 2022. Activities include but are not limited to, the annual inspection and pumping of all chambers including air release chambers, and monthly alarm testing. Annual flow meter calibrations were completed as well as fall flushing and winterization of hydrants. Further information regarding maintenance completed in 2022 can be found in the attached report.

Alarms:

There were no alarms reported in the third quarter. There was one (1) alarm reported in the Fourth Quarter resulting from a power failure which caused alarms to occur at the Copenhagen Booster Station. Most of these alarms were minor in nature. The SCADA system allows Staff to effectively monitor and respond to alarms on a continuous basis. As the Operating Authority, OCWA responded to alarms as required, the details of which are outlined in the attached report.

Complaints & Concerns:

There were three (3) complaints from the general public that required a response from the Township and OCWA in 2022, as outlined in the attached report.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Land” Strategic Pillar relates to “continue to work with area municipalities to ensure that the local supply of water is safe and secure.”

The report provides the Council with the status of ongoing projects in order to achieve better program delivery.

Submitted by:	Approved by:	Approved for Council:
Sam Gustavson Water/Wastewater Operations Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Malahide Distribution System

Operations Report

Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Mark Harris, Sr. Operations Manager, Aylmer Cluster
Date: February 1, 2023

Facility Description

Facility Name:	Malahide Distribution System
Regional Manager:	Dale LeBritton - (519) 476-5898
Sr. Operations Manager:	Mark Harris - (226) 545-0414
Business Development Manager:	Robin Trepanier - (519) 791-2922
Facility Type:	Municipal
Classification:	Class 1 Water Distribution
Drinking Water System Category:	Large Municipal Residential
Title Holder:	Municipality
Operation Status:	OCWA

Service Information

Area(s) Served:	Customers adjacent to Hwy 3, customers adjacent to Dexter Line in Elgin County
Population Served:	1349 Malahide customers
Connections:	519 direct connections

Operational Description

Malahide Distribution System receives water from the following Water Systems:

- The Aylmer Area Secondary Water Supply System: 53 Malahide direct connections, estimated 138 Malahide customers
- The Port Burwell Area Secondary Water Supply System: 204 Malahide direct connections, estimated 530 Malahide customers
- The Aylmer Distribution System

The Malahide Distribution System consists of watermains in the following areas:

- Waneeta Beach
- Rush Creek Line
- Port Bruce
- Imperial Road
- Jamestown Line
- Dixie Estates
- Nova Scotia Line West
- Rogers Road
- Norton Street
- Church Street
- Hacienda Road
- Dingle Street
- Talbot Street East

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: Malahide Distribution
ORG#: 5807

SECTION 1: COMPLIANCE SUMMARY**FIRST QUARTER:**

There were no compliance issues to report during the first quarter.

SECOND QUARTER:

There were no compliance issues to report during the second quarter.

THIRD QUARTER:

There were no compliance issues to report during the third quarter.

FOURTH QUARTER:

There were no compliance issues to report during the fourth quarter.

SECTION 2: INSPECTIONS**FIRST QUARTER:**

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted this quarter.

SECOND QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted this quarter.

THIRD QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted this quarter.

FOURTH QUARTER:

There were no Ministry of Environment, Conservation and Parks (MECP) or MOL inspections conducted this quarter.

SECTION 3: QEMS UPDATE**FIRST QUARTER:**

An Internal Audit was conducted on January 4th, 2022 by the QEMS Representative, Maegan Garber. There were no non-conformances and ten opportunities for improvement.

The Management Review was completed on February 3rd, 2022. There were several action items identified in the minutes, most of which have been addressed. Outstanding action items will be addressed in the second quarter. The annual risk assessment review was also conducted on February 3rd, 2022. Minor changes were made.

The Essential/Emergency Service and Supply Contact List was updated by the QEMS Representative on February 28th, 2022 as several changes were required prior to the annual review.

In December 2020, the Ministry proposed administrative updates to the Director’s Directions to reflect current practice in municipal residential drinking water systems and improvements in technology that have occurred since the directions were first published in 2007. Based on the Ministry’s proposal and feedback received from the public, the Director’s Directions were updated in May 2021. On March 3rd, 2022 the Malahide Distribution System Schedule C (Subject System Description Form) was updated. Additionally, on March 10th,

2022 OP-05 Documents and Records Control and OP-05A Documents and Records Control Locations were updated to reflect the revisions made to the Director’s Direction - Minimum Requirements for Operational plans.

An external audit was conducted on March 21st, 2022 by Ryan Bourne from SAI Global. There were no non-conformances identified and one opportunity for improvement that are being addressed.

SECOND QUARTER:

A re-accreditation audit was conducted on May 13th, 2022 by Ryan Bourne of SAI Global. There were no non-conformances identified and two opportunities for improvement identified. These opportunities for improvement will be discussed at the next management review.

THIRD QUARTER:

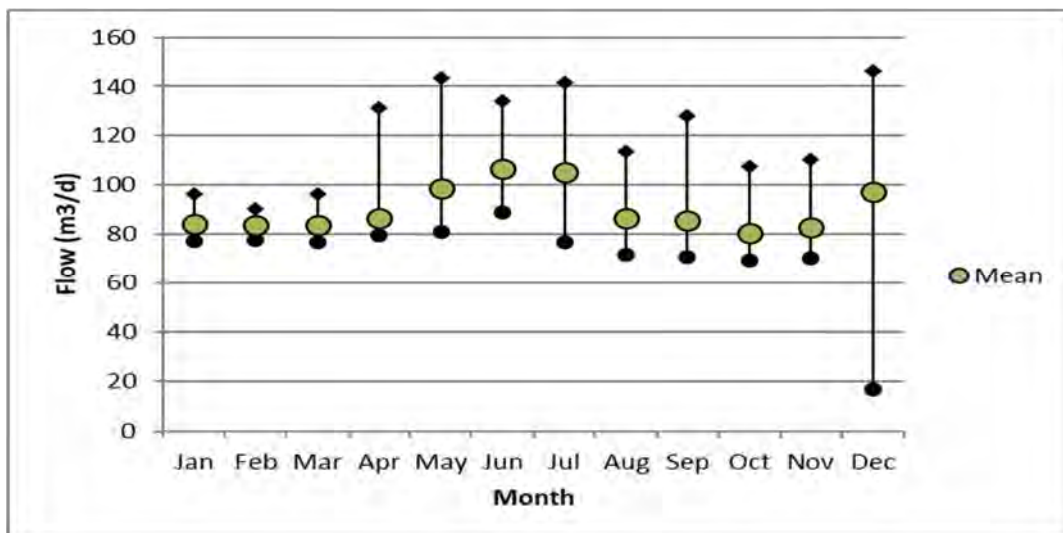
The Essential/Emergency Service and Supply Contact List was updated September 14th, 2022. Changes were made to Client Contacts as well as OCWA Staff. The list is currently in its 31st revision.

FOURTH QUARTER:

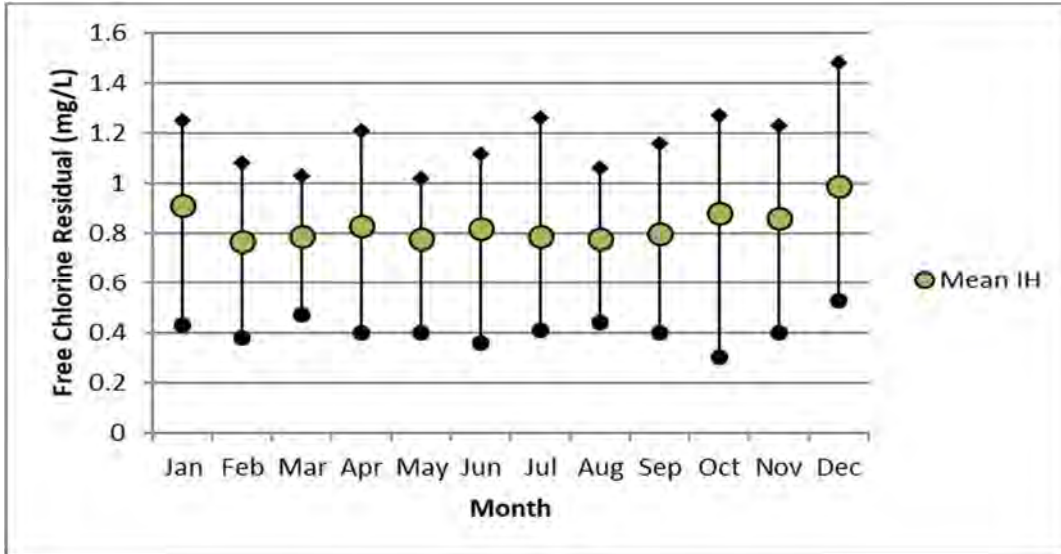
Facility Emergency Plan testing was conducted on December 7th, 2022 to satisfy the requirements of OP-18. One contingency plan was tested and two others were reviewed.

SECTION 4: PERFORMANCE ASSESSMENT REPORT

The flow at the Copenhagen Booster Station is monitored by SCADA. The average daily flow in 2022 was 90.18m³/d. The average daily flow in 2021 was 79.35 m³/d, therefore, the flow for 2022 has increase by 13.65%. The chart below shows the minimum, maximum and average daily flow for each month in 2022. The large range in December was due to the Hydro One power outage.



Chlorine residuals are obtained throughout the distribution system two times per week, with 4 residuals taken on sample days (usually Mondays) and three residuals taken at least 48 hours after the first set (usually on Fridays) to meet the regulatory requirements. The chart below depicts the minimum, maximum and average chlorine residuals taken in the distribution in 2022. The concentration of free chlorine varies depending on the location of sample taken.



Samples are obtained once per week at three locations in the distribution system. The following table summarizes the results of the microbiological sampling.

Month	# Samples	E. coli Range (cfu/100mL)	Total Coliform Range (cfu/100mL)	# Samples	Heterotrophic Plate Count Range (cfu/mL)
January	15	0 - 0	0 - 0	10	<10 - <10
February	12	0 - 0	0 - 0	10	<10 - <10
March	12	0 - 0	0 - 0	8	<10 - <10
April	12	0 - 0	0 - 0	8	<10 - <10
May	15	0 - 0	0 - 0	10	<10 - <10
June	13*	0 - 0	0 - 0	9	<10 - <10
July	12	0 - 0	0 - 0	8	<10 - <10
August	17*	0 - 0	0 - 0	12	<10 - <10
September	12	0 - 0	0 - 0	8	<10 - <10
October	15	0 - 0	0 - 0	10	<20 - <10
November	12	0 - 0	0 - 0	7	<10 - <10
December	12	0 - 0	0 - 0	8	<10 - <10

*sample collected post repairs at Copenhagen

Trihalomethanes (THMs) are sampled on a quarterly basis. The current running average is 34.75µg/L. This is a 2.11% decrease from the 2021 average (35.5µg/L). The results are well below the limit of 100 µg/L.

	Limit (µg/L)	THM Result (µg/L)
January 2022	-	34
April 2022	-	28
July 2022	-	28
October 2022	-	49
Running Average	100	34.75

Haloacetic Acids (HAAs) are required to be sampled on a quarterly basis. The current running average is 17.6µg/L. This is a 10.69% increase from the 2021 average (15.9µg/L). The results are well below the limit of 80µg/L.

	Limit (µg/L)	HAA Result (µg/L)
January 2022	-	21.3
April 2022	-	14.5
July 2022	-	9.6
October 2022	-	25
Running Average	80	17.6

Schedule 15.1 in O. Reg. 170/03 requires sampling for lead, alkalinity and pH. This is required twice per year, which OCWA completes in February and July. The Malahide Distribution System is currently in reduced sampling which requires distribution sampling only and lead sampling only in every third year. The following table shows the results for 2022. Lead is required in 2023. Results indicated that levels were well below the Maximum Allowable Concentration (MAC) of 10 ug/l.

	# Samples	February Results	July Results
pH	2	7.20 - 7.25	7.04 – 7.51
Alkalinity (mg/L)	2	100-100	92 - 94
Lead (mg/L)	-	-	-

SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter.

SECTION 6: GENERAL MAINTENANCE**FIRST QUARTER:****JANUARY**

Completed all scheduled readings, checks, maintenance requirements, and work orders.

03: Operator experienced issues with SCADA iPad, notification provided

04: Quarterly samples obtained, monthly meter reads

05: Valve switched in Port Bruce, Dexter/Imperial valve closed

10: Operator onsite at Copenhagen due to power outage

14: Winter dead end flushing completed

20: Chamber PB-03 pumped out and visually inspected

28: Flood alarm tested at the Copenhagen Booster station

31: SS#74 shut down at the curb stop due to broken tap

FEBRUARY

Completed all scheduled readings, checks, maintenance requirements, and work orders.

01: Port Burwell valve switch

04: Monthly meter reads recorded

07: Schedule 15.1 samples collected

23: Flood alarm tested at the Copenhagen Booster station

MARCH

Completed all scheduled readings, checks, maintenance requirements, and work orders.

02: Monthly meter reads

31: Copenhagen alarm testing

SECOND QUARTER:**APRIL**

Completed all scheduled readings, checks, maintenance requirements, and work orders.

29: Copenhagen float alarm tested.

MAY

Completed all scheduled readings, checks, maintenance requirements, and work orders.

11: Leak detected on a 1 ¼" nipple on south 4" cross section next to pump 2 at Copenhagen booster station.

Farmington Mechanical on site for repairs

27: Copenhagen float alarm tested

JUNE

Completed all scheduled readings, checks, maintenance requirements, and work orders.

14: On site at Copenhagen booster station with Farmington Mechanical for replacement of check valve downstream of each pump

22: Copenhagen float alarm tested.

THIRD QUARTER:**JULY**

15: Copenhagen float alarm tested

20: PBR excavating and Township of Malahide on site for leak repair at 3409 Lakeview Rd. Leak found to be on resident's property. Curb stop closed by Township of Malahide for repair.

AUGUST

17: Copenhagen float alarm tested.

18: Farmington Mechanical on site at Copenhagen Booster station for replacement of impeller on pump 1 and replacement and relocation of sample station 72

SEPTEMBER

14: Copenhagen float alarm tested.

FOURTH QUARTER:OCTOBER

26: Copenhagen flood alarm tested

27: Completed emergency locate at 4349 Nova Scotia Line for pole replacement. Paper work provided to the requester on site.

NOVEMBER

07: Replaced broken plow marker on hydrant at Imperial Road/Vienna Line

22: Low pressure alarm at Copenhagen Booster Station tested

23: Tested flood alarm at Copenhagen Booster Station

24: Completed monthly dead end flushing

29: Inspected and pump air relief chamber PB03

DECEMBER

07: Copenhagen float alarm tested

22: Copenhagen low pressure alarm tested

24: Curb stop closed at 3183 Lindley St. Port Bruce

29: Left message with Execulink requesting call back as still without communication at Copenhagen booster station.

Received telephone call from Execulink. The original ticket issued for Copenhagen communication failure did not proceed due to confusion around holiday hours. Execulink to attend Copenhagen tomorrow to fix communication issues. ORO notified.

Received a telephone call from Execulink who informed that the communication issue at Copenhagen booster station is on the Eastlink end. Eastlink to set a time tomorrow to come out to the site to fix the issue.

30: Eastlink on site at Copenhagen booster station. Received telephone call from ORO requesting communications check for Copenhagen booster station on SCADA. Still no communications. Eastlink replaced modem and confirmed communication entering station with connection cables. Checked communications again on SCADA. Still no communications. ORO advised to contact SUMMA to address communication issue. Received telephone call from ORO cycled Copenhagen router. Checked SCADA. Communication now normal.

SECTION 7: ALARMS**FIRST QUARTER:**JANUARY

No alarms this month.

FEBRUARY

No alarms this month.

MARCH

22: Scheduled watermain repair after hours at Hacienda and Glencolin Road. Category 1 break. Repair completed with no further issues.

SECOND QUARTER:APRIL

No alarms this month.

MAY

No alarms this month.

JUNE

08: High flow alarm at Copenhagen booster station. 4-minute duration. System returned to normal.
No action required

THIRD QUARTER:JULY

No alarms this month.

AUGUST

No alarms this month.

SEPTEMBER

No alarms this month.

FOURTH QUARTER:OCTOBER

No alarms this month.

NOVEMBER

No alarms this month.

DECEMBER

23: Power failure and communications loss. Mass power outage due to storm. In contact with Hydro One. Power not expected to be restored until 18:00 on the 24th. Notified ORO who notified Matt Sweetland of the township of Malahide at 18:30.

SECTION 8: COMPLAINTS & CONCERNS**FIRST QUARTER:**

A complaint was received from a resident concerned about calcium build up in their toilet. The home owner was advised by the WWOM to flush the taps inside the home. No further complaints were received.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

August 19, 2022 a complaint was received from a homeowner concerned about pooling water around their shed. The cause of the pooling water was due to dead end flushing in the area. Flushing in this area will now be conducted using a longer hose to direct water away from the residence.

FOURTH QUARTER:

On December 27th 2022, the on-call operator received a complaint from the Health Unit that a resident in Port Bruce noticed a strong chlorine smell emanating from his water. This occurred after a 24hr power outage by Hydro One due to inclement weather. The SOM reached out the resident and had them follow a flushing procedure. Residual chlorine levels were monitored throughout the distribution system during the power outage and all results were within normal operating range. After flushing, there was no further issue.



Report to Council

REPORT NO.: PW-23-21
DATE: April 6, 2023
ATTACHMENT: Tender Contract, Award Recommendation Letter from CJDL
SUBJECT: **TENDER RESULTS: HIGHWAY NO. 3 (TALBOT ST. E)
 WATERMAIN REPLACEMENT**

Recommendation:

THAT Report No. PW-23-21 entitled “Tender Results: Highway No. 3 (Talbot St. E.) Watermain Replacement” be received;

AND THAT the low bid received from Van Bree Drainage & Bulldozing Ltd. in the amount of \$923,446.00 (plus applicable taxes), for the replacement of approximately 480m of watermain on Highway No. 3 (Talbot St. E) be accepted.

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Van Bree Drainage and Bulldozing Ltd. for the purpose of completing the Highway No. 3 Watermain Replacement Project.

Background:

In 2019 a replacement design and tender was prepared by CJDL Consulting Ltd. on behalf of the Township to solicit prices in order to replace an aging section of 150mm Asbestos Cement (A.C.) water main on Highway No. 3 (Talbot St. E.) installed in or around 1965 and that has been experiencing a large number of leaks/breaks, all in accordance with requirements set forth by the MTO, which will include an open cut installation and the removal of the existing A.C. watermain.

At that time, only one bid was received from Amico Infrastructures (Oxford) Inc., in the amount of \$1,360,406.00, which was significantly over the project budget of \$380,000 at that time.

A follow-up report (No. PS-19-36) was brought forward to Council recommending that no action be taken to award the tender for Highway No. 3 watermain replacement due to the budget exceedance and that the project be re-scoped and re-tendered at a later date. At that time the Consulting Engineer and Township Staff believed it was in the best interest of the Township to negotiate with the MTO to consider changes to the

design requirements for this project, which were subsequently accepted by MTO to allow directional drilling installation, and to allow the existing A.C. watermain to remain in place, and filled with cementous grout.

Comments/Analysis:

A revised tender was prepared by CJDL Consulting Limited to solicit prices for the HWY No. 3 watermain replacement for the installation of approximately 480m of PVC DR-18 water main. The information and link to the tender was posted on the Township's website on February 6, 2023 and closed on March 17, 2023. The Tender was also posted in the Aylmer Express and on the Bids & Tenders website. Thirteen (13) plan takers obtained tender documents. A total of three (3) general contracting firms submitted bids for this project. These firms and the bids (plus applicable taxes) provided are listed below:

- Van Bree Drainage & Bulldozing Ltd. - \$923,446.00
- Omega Contractors Inc.- \$1,079,946.24
- J-AAR Excavating - \$1,528,619.26

The lowest bid received was from Van Bree Drainage & Bulldozing Ltd. ("Van Bree"). Staff are satisfied that Van Bree have the technical capabilities required to perform the duties set forth in the contract. The Staff would therefore recommend that the Council accept the low bid and award the Highway No. 3 watermain replacement tender to Van Bree.

Financial Implications to Budget:

In May of 2022, Township Staff were successful in securing an ICIP Green Stream Funding of up to \$1,157,697.38 towards the HWY No. 3 watermain replacement project (\$631,500 from federal sources and \$526,197.38 from provincial sources). Of the total project budget in accordance with the funding guidelines, 26.67% is to be funded from Municipal sources.

The project was included in the 2023 Water Budget with the total amount budgeted being \$1,634,000.00 for the project. The recommended award to Van Bree is within the allocated budget and funded amount for the work.

Contracts in place prior to the ICIP Green Stream Funding which include Civil Consulting, and Geotechnical Engineering are not eligible for funding through the grant and accordingly will be drawn from the surplus balance available from the Capital budgeted amount and are not expected to exceed the total project 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 Government" Strategic Pillar relates to Embody financial efficiency throughout Decision Making. Continually monitoring program result and efficiency undertaking strategic competitive procurement supports this goal.

Submitted by:	Approved by:	Approved for Council by:
Sam Gustavson: Water/Wastewater Operations Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

27 March 2023

1740

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

RE: HWY. NO. 3 WATERMAIN REPLACEMENT
TOWNSHIP OF MALAHIDE

ATTENTION: MR. MATT SWEETLAND, DIRECTOR OF PUBLIC WORKS

Dear Sir:

Tenders for the above project were opened at 12:00 noon on Friday, 17 March 2023 at your office attended by yourself, Adam Betteridge, Sam Gustavson and myself.

The following tenders were received (excl. HST):

Van Bree Drainage and Bulldozing Limited	\$923,446.00
Omega Contractors	\$1,079,946.24
J-AAR Excavating Ltd.	\$1,528,619.26

Van Bree Drainage and Bulldozing Limited out of Warwick Township met all technical requirements set out in the RFP and are capable of completing this project.

There are several Provisional Items included in the tender that are typically not all needed and provide a contingency of \$80,265.00 that is included in the total tender price.

It is recommended that a contract be awarded to Van Bree Drainage and Bulldozing Limited for \$923,446.00. Accordingly, contract documents are attached for consideration by Council and execution by the CAO and Mayor.

If there are any questions, please do not hesitate to contact this office.

Yours very truly,



Peter J. Penner, P. Eng.

PJP/sed

Encl.

c.c. Mr. Adam Boylan, Director of Finance, Township of Malahide
Mr. Sam Gustavson, Water/Wastewater Operations Manager, Township of Malahide

CLOSING DATE: 12:00 NOON, WEDNESDAY
8 MARCH 2023

PLACE: CLERKS OFFICE,
87 JOHN STREET SOUTH,
AYLMER, ONTARIO
N5H 2C3

CONTRACT DOCUMENTS

TOWNSHIP OF MALAHIDE
HWY No. 3 WATERMAIN REPLACEMENT

1740 FEBRUARY 2023

February 2023

CYRIL J. DEMEYERE LIMITED,
CONSULTING ENGINEERS
P.O. BOX 460, 261 BROADWAY,
TILLSONBURG, ONTARIO. N4G 4H8
(519)688-1000

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TOWNSHIP OF MALAHIDE

1740

HWY No 3 WATERMAIN REPLACEMENTINFORMATION FOR TENDERERS1. LOCATION

The project is located on Talbot Street East with limits east of Elk Street at the meter chamber at 49530 Talbot Street to 49720 Talbot Street in the Township of Malahide as shown on Drawing No. 1.

2. SCOPE OF WORK

The work consists of providing all labour, equipment, supervision and supplying of all materials necessary for the complete installation and construction of the following:

WATERMAIN REPLACEMENT
RESTORATION

Note: The project was originally tendered in March 2019. The proposed design has been revised to abandon the existing watermain in place.

3. OWNER

The Owner is the Township of Malahide.

4. DELIVERY OF TENDERS

Tender shall be submitted in a sealed envelope, clearly marked as follows:

TOWNSHIP OF MALAHIDE – HWY No. 3 WATERMAIN REPLACEMENT

Tenders will be received until 12 noon local time on WEDNESDAY, 8 MARCH 2023 at the Clerks Office, 87 John Street South, Aylmer, Ontario. N5H 2C3.

The use of the mail or courier services for delivery of a tender will be at the risk of the Tenderer.

5. SURETY DEPOSIT

Each tender must be accompanied by a certified cheque or bid bond in the amount of \$50,000.00 submitted by the Contractor and made payable to the TOWNSHIP OF MALAHIDE.

INFORMATION FOR TENDERERS

6. TIME FOR COMPLETION

Assuming a contract is awarded by Council on 23 March 2023, and MTO approval is granted, construction may commence as early as 3 April 2023 and must be substantially completed no later than 30 June 2023. No allowance will be made for inclement weather.

7. WITHDRAWAL OR QUALIFYING OF TENDERS

A Tenderer who has already submitted a tender may submit a further tender at any time up to the closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer for this contract.

A Tenderer may withdraw or qualify his tender at any time up to the closing time by submitting a letter bearing his signature and seal as in his tender to the person or office receiving the tenders who will mark thereon the time and date of receipt and will place the letter in the tender box. The Tenderer shall show his name and the project and contract numbers on the envelope containing such letter. No telegrams or telephone calls will be considered.

8. INFORMAL OR UNBALANCED TENDERS

All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the Tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Prior to accepting or rejecting a conditional tender, the Owner reserves the right to request the next two Tenderers to modify their tenders based on the condition attached to the lowest tender. Should either of the next two tenders become the lowest, the Owner reserves the right to accept the modified tender.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Owner may be rejected.

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tender unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise directed by the Owner.

If a Tenderer has omitted to enter a price for an item of work set out in the Form of Tender, he shall, unless he has specifically stated otherwise in his tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the Total Tender Price on account of such omission.

9. DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- a) are received after the closing time; and/or
- b) are not accompanied by a certified cheque in the amount specified.

10. TENDERS

Tenders must be submitted on the Form of Tender together with an Agreement to Bond, a tender deposit as required herein, together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with his tender. The Tenderer may retain the rest of the tender documents issued to him.

11. ACCEPTANCE OF TENDERS

TENDER PRICES SHALL BE VALID FOR A PERIOD OF SIXTY (60) DAYS FROM THE CLOSING DATE.

THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED. THE OWNER(S) HAVE THE RIGHT TO NOT ACCEPT THE LOWEST BID AND ACCEPT ANOTHER TENDER WITHOUT PROVIDING ANY REASONS.

The Tenderer acknowledges that he shall have no claim against, or entitlement to damages from, the Owner by reason of the Owner's rejection of his tender or of all tenders.

The deposits of the unsuccessful tenderers will be returned without interest upon execution of a contract with the successful Tenderer.

The deposit of the Tenderer whose tender is accepted will be forfeited by him to the Owners as liquidated damages should the Tenderer fail to execute a contract within seven (7) days after being notified in writing by the Engineer of the acceptance of his tender, or to supply the satisfactory bonds as stipulated in the General Conditions.

All deposits will be returned without interest should a contract not be negotiated within forty-five (45) days of the date of closing of this tender.

A tender is accepted by the Owner when the Agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Engineer has issued a written order to commence work to the Tenderer.

12. BONDS

THE TENDER FOR THIS CONTRACT MUST BE ACCOMPANIED BY AN "AGREEMENT TO BOND". THIS AGREEMENT IS A GUARANTEE THAT THE BONDING COMPANY WILL BOND THE CONTRACTOR WITH A 100% PERFORMANCE AND A 50% LABOUR AND MATERIALS PAYMENT BOND.

On acceptance of the Tender, the Contractor shall furnish a 100% Performance Bond and a 50% Labour and Materials Payment Bond. The Labour and Materials Payment Bond must be submitted on a Private Contracts - Trustee Form. All bonds shall be issued by a licensed Canadian bonding company.

The Performance Bond shall make specific reference to the period of guaranteed maintenance. Refer to Section 24 in the Information for Tenderers.

Tenders which are not accompanied by a proper Agreement to Bond for the full contract price may not be accepted.

Work shall not commence on the project until the proper bonds have been received by the Owner.

13. LIABILITY INSURANCE

The Contractor shall state in the Form of Tender the amount of liability insurance carried and the company with which he is insured.

The liability insurance shall:

- (a) remain in effect until the end of the maintenance period;
- (b) have a limit of liability of not less than \$5,000,000.00 inclusive for any one occurrence;
- (c) be Comprehensive Liability Insurance covering all operations and liability assumed under the Contract;
- (d) not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure of subsidence or any property structure of land from any cause;
- (e) name the following as co-insured:

TOWNSHIP OF MALAHIDE
TOWN OF AYLMER
CYRIL J. DEMEYERE LIMITED

- (f) have the Contractor assume the defence of and indemnify and save harmless those parties referred to in (d) from all claims relating to labour, equipment and materials furnished for the work;
- (g) include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than \$2,000,000.00 inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act;
- (h) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Owner; and
- (i) Railway - in addition to the foregoing, the Contractor shall provide proof of insurance coverage in the amount of \$5,000,000.00 for each occurrence, naming the railway company as co-insured against public liability and property damage, if applicable.

The Contractor shall assume the defence of and indemnify and save harmless the co-insured from all claims relating to labour, equipment and materials furnished for the work.

Work shall not commence until the insurance certificates and/or endorsements covering the above items have been received by the Owner.

14. WORKPLACE SAFETY AND INSURANCE BOARD

Prior to commencing work, the Contractor shall furnish a satisfactory clearance certificate from the Workplace Safety and Insurance Board stating that all assessments or compensations payable to the Workplace Safety and Insurance Board have been paid.

A similar clearance certificate will also be required prior to the release of holdback.

15. SUBCONTRACTS

- (a) The Tenderer must give in the Form of Tender, if requested, the name and address of each proposed subcontractor used in making up his tender stating the portion of the work allotted to each. One subcontractor shall be named for each part of the work to be sublet.
- (b) After the tender has been accepted by the Owner, the Contractor will be allowed to substitute other subcontractors in place of those named in his tender up to the signing of the Agreement.
- (c) The Owner shall have the privilege of refusing to accept any subcontractors which may be deemed unqualified.
- (d) The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them as for the acts and omissions of persons directly employed by him.
- (e) The Contractor shall be responsible for supervising his subcontractors.

16. PROJECT SITE AND SUBSURFACE CONDITIONS

To assist Tenderers, the Engineer will have test pits excavated at the site of the works at a time and date to be advised. All Tenderers may visit the site and inspect these pits. No further test digging will be permitted, except with the prior written approval of the Engineer.

Tenderers must visit the site of the work before submitting their tender and must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. They shall make their own estimate of the facilities and difficulties to be encountered, including the nature of the subsurface materials and conditions. Tenderers are not to claim at any time after submission of their tender that there was any misunderstanding with respect to the conditions imposed by the Contract.

17. OMISSIONS AND DISCREPANCIES

Should a Tenderer find discrepancies in, or omissions from the drawings or contract documents or should he be in doubt as to their meaning, he should notify the consulting engineer who may send a written instruction to all Tenderers.

In the event of any discrepancies whatever or ambiguity of any symbol, note, abbreviation, etc. used in the Specifications or on the Contract Drawings, the Contractor shall obtain clarification from the Engineer prior to submitting his tender. Requests for clarification must be in writing to the Engineer. No telephone requests or telegrams will be considered.

18. ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

The Engineer shall have the right to make or order any alterations and changes as he may deem advisable at any time before or during the prosecution of the works, in any line, grade, plan or detail thereof, or to suspend or omit any portion of the work, or to increase or decrease the dimensions of any part of the work or works, or to vary in any way the work herein contracted for, or to order any additional or extra work to be done, or additional or extra materials to be furnished; and the Contractor shall, in pursuance of written orders of the Engineer to that effect, proceed with, carry out and execute the works as directed, and shall supply such additional materials, and do such additional or extra work as the Engineer requires in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided. In each and every case where additional or extra work or materials of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying any work or material which he considers extra or beyond the requirements of the Contract, or upon which he intends claiming any extra or additional payment, he is required, before commencing any such work, or procuring any such material, to obtain from the Engineer a written order therefore, stating (a) that the same is an extra and will be paid for as such, and also clearly defining the nature of such extra work or material, and the amount the Contractor is to receive therefor, or the terms under which the same is to be paid for; or (b) that the same is considered to be part of the Contract and not an extra and that no additional payment shall be made therefore; and the Contractor shall also, before beginning any such work or commencing to deliver any such material, notify the Engineer in writing of his intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Engineer. If the Contractor proposes to claim additional payment for work or materials which the Engineer considers to be a part of the Contract and not an extra, the Contractor shall so notify the Engineer in writing before commencing such work or delivering such materials.

In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in this section contained, he shall forfeit all right to payment therefor which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the Engineer may reject the same as invalid.

19. QUANTITIES

The quantities shown for the items in the Form of Tender are estimated only and are for the sole purpose of indicating to Tenderers the general magnitude of the work. For work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

The Engineer has the right to increase or to reduce the quantities required or to suspend or omit any item or portion of the work at any time as he may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the Form of Tender, unless the actual quantity of work performed on a major item of the Contract exceeds by twenty-five percent (25%) or is less than twenty-five percent (25%) of a quantity shown in the Tender Form for such major item, and if there is a resulting change in the cost of work or material, then either party to the Contract upon written request of the other, can request that negotiations be held to establish the increase or decrease in the compensation for the affected items of work. Under this provision, the definition of a major item shall be any individually bid tender item that has a tender cost equal to or greater than five percent (5%) of the total tender price.

Where the actual quantity of work exceeds the quantity in the Form of Tender by twenty-five percent (25%) or more, any increase or decrease in the unit price shall apply only to the increase in quantity.

This section does not apply to items in the Form of Tender which are designated as possible deletions.

20. DELETION OF ITEMS

The Engineer retains the right to delete any items in the Form of Tender which are designated as possible deletions. The Contractor shall not have any recourse as to additional payment for such deleted items.

21. METHOD OF MEASUREMENT AND PAYMENT

Measurement of finished work and method of payment shall be as outlined in the Form of Tender and in the Specifications.

22. CONSTRUCTION SCHEDULE

The Contractor shall be required, prior to the start of the work, to submit a construction schedule.

23. LIQUIDATED DAMAGES

In the event the Contractor fails to complete the works hereunder, in accordance with the specifications and to the satisfaction of the Engineer, within the time specified, the Contractor shall pay to the Owner (in addition to Inspector's wages) the sum stipulated below for each and every calendar day that the works shall remain unfinished after the respective time specified; which said sum, in view of the difficulty of ascertaining the losses which the Owner will suffer by reason of delay in the performance of the said works, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Owner will suffer by reason of said delay and default, and not as a penalty. The Owner may deduct and retain the total amount of the same from the monies which may be due or may become due to the Contractor under this Contract.

In accordance with the above paragraph, should the Contractor fail to complete the works to the satisfaction of the Engineer and in accordance with the Contract within the Time for Completion specified or the extended time allowed in writing by the Engineer, the Contractor shall pay to the Owner as liquidated damages the sum of \$500.00 for each calendar day that the works remain uncompleted after the time so specified or allowed.

If this time limit is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work,

- (a) by reason of changes or alterations made and or scope of work;
- (b) by reason of any breach of Contractor or prevention by the Owner, or other Contractor of the Owner or any employee of any one of them;
- (c) by reason of delay by the Owner in issuing instructions or information or in delivering materials;

23. LIQUIDATED DAMAGES (Cont'd)

- (d) by any other act or neglect of the Owner or any other Contractor of the Owner or any employee of any one of them;
- (e) for any cause beyond the reasonable control of the Contractor, the time of completion may be extended in writing at any time on such terms and for such period as shall be determined by the Owner, and notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Owner in writing at least fifteen days prior to the date of completion fixed by the Contract. All bonds and other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of work and whenever in this Contract power and authority is given to the Owner or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only the event of the happening of such contingencies before the time limited in this Contract for the completion of the work, but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Owner.

24. GUARANTEED MAINTENANCE

- (a) The guarantee and maintenance period shall commence on the DATE OF COMPLETION OR ACCEPTANCE by the Owner and NOT THE DATE OF SUBSTANTIAL COMPLETION, and shall be 24 months for all work.
- (b) All releases of holdback shall be subject to the conditions set out in the latest version of General Conditions of Contract - Ontario Provincial Standards (OPSS.MUNI 100); notwithstanding that the release of the holdback will be subject to receipt of maintenance security by the Owner.
- (c) The Contractor shall provide maintenance security in the form of an irrevocable LETTER OF CREDIT, or other forms of readily negotiable security acceptable to the Engineer to remain in effect for 24 months, in the amount of 5% for the first 12 months, 3% for the next 12 months of the final contract price and until correction of any deficiencies or the completion of uncompleted work found in the maintenance period. The Contractor agrees that the Owner may draw on the LETTER OF CREDIT or security to correct any maintenance deficiencies or complete any uncompleted work arising in the guarantee and maintenance period, provided that the Contractor has been previously notified of deficiencies and has been given ample opportunity to correct same.

Included under deficiencies will be the settlement of Bell Canada claims, claims by property owners regarding property damage and other items similar in nature.

25. CONTRACTOR'S RESPONSIBILITIES FOR DAMAGES

Where in the opinion of the Engineer, the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the Contract, the Engineer, following notice in writing to the Contractor of his intention to do so, may withhold payment of any monies due to the Contractor under this or any other contract or draw on the Letter of Credit provided as maintenance security until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation. If the Contractor does not fulfil this responsibility, then the Engineer may direct that payment(s) be made from monies due to the Contractor or from monies drawn from the Letter of Credit to rectify such damage, injury or infringement or to pay adequate compensation.

26. DATE OF SUBSTANTIAL COMPLETION

A contract will be considered substantially complete when

- (a) the improvement to be made under the contract or a substantial part thereof is ready for use or is being used for the purposes intended; and
- (b) the improvement to be made under the contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - (i) 3 percent of the first \$500,000 of the contract price
 - (ii) 2 percent of the next \$500,000 of the contract price and,
 - (iii) 1 percent of the balance of the contract price

The Contractor shall publish the date of substantial completion in the Daily Commercial News.

27. DATE OF COMPLETION

The DATE OF COMPLETION or ACCEPTANCE will be when:

- (a) The works have satisfactorily passed the required inspection and testing.
- (b) The cost of completion of all outstanding work and known defects is not more than the lesser of
 - (i) one percent of the contract price
 - (ii) \$1,000.00
- (c) The following documents have been received:
 - (i) The Contractor's final claim (including the value of work completed since the date of substantial performance).
 - (ii) An up-to-date release by the Contractor in a form satisfactory to the Engineer, releasing the Owner from all further claims relating to the Contract.
 - (iii) Statutory Declarations on forms provided by the Engineer that all liabilities incurred by the Contractor and his subcontractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

28. PROGRESS CLAIMS AND PAYMENT

Payment to the Contractor shall be made monthly for ninety percent (90%) of the value of all materials installed and workmanship completed based on a monthly estimate of the total value of work completed to date prepared by the Engineer in accordance with the Form of Tender. Decision of the Engineer shall be final in determining the value of the work each month. MATERIALS ON SITE BUT NOT INSTALLED WILL NOT BE INCLUDED IN THE PROGRESS PAYMENTS.

The Engineer will be allowed 10 days to prepare and submit the Payment Certificate to the Owner. The Owner will then be allowed 30 days to pay the amount owing to the contractor. INTEREST ON LATE PAYMENTS SHALL BE 1.0% PER MONTH.

29. HARMONIZED SALES TAX (HST)

HST IS NOT TO BE ADDED FOR TENDERING PURPOSES, but will be added to all payments at 13% or such other rate as determined by Revenue Canada or the Province of Ontario.

Any refund of the HST or a portion of the HST shall belong to the OWNER.

Unit or lump sum prices in Addenda shall be subject to HST.

30. WORKERS' RIGHTS

All persons in the employ of the Contractor or any Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be paid fair wages and shall have hours or work in conformity with the local municipal Fair Wage By-law, if any, in conformity with any Act of the Province of Ontario and any regulations under such Act that relate to wages, hours of work other labour conditions and in any event shall be paid not less than the rates of wages prevailing in the locality of the work.

31. METRICATION

The metric system to be used will be the International System of Units (SI). Application of the SI system will conform to the Canadian Metric Practice Guide, CAN3-Z234.1-76 (latest edition).

All materials used shall be manufactured in the SI system unless prior approval of the Engineer is received.

In all cases where metric equipment, piping or other manufactured products supplied under this contract must mate with connecting non-metric equipment, piping or other manufactured products, the Contractor shall assure himself that mating with adjoining materials is feasible, and that the special connecting pieces required for such mating shall be provided by the Contractor at his expense.

32. UTILITY AND TOWN CHARGES

The Tenderer shall be responsible for obtaining information from Hydro One and the Municipality's Work Department regarding labour and equipment rates, normal hours of work, overtime charges, metering of water at hydrants, and minimum call out charges in connection with requested and/or emergency assistance.

33. REPRESENTATIONS IN THE TENDER DOCUMENTS

Any representations in the tender documents are furnished merely for the general information of bidders and are not in any way warranted or guaranteed by or on behalf of the owner or the owner's consultants and its subconsultants or the consultants' or subconsultants' employees, and neither the owner nor its consultants or its employees shall be liable for any representations negligent or otherwise contained in the documents.

34. LIEN CLAIMS BY SUBCONTRACTOR OR SUPPLIER

The Contractor shall assume the defence of and indemnify and save harmless the Owner(s) and the Engineer from any legal action resulting from any lien claims against the project by a subcontractor and/or a supplier, under the Construction Lien Act of Ontario.

35. EQUIVALENTS

Where pursuant to the Specifications the Contractor is required to supply an article designated by a trade or other name or an "approval equal", the tender shall be based only upon supplying the article so designated, which shall be regarded as the standard of quality required by the Specifications. After the acceptance of a tender, the Contractor may apply to the Engineer to substitute as an approved equal another article or group of related articles identified by a different trade or other name for an article or group of related articles designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute article, the price for the article designated as aforesaid and such other information as the Engineer may require.

No ruling on a proposed substitution will be made prior to the acceptance of a tender. No substitution shall be made without the prior approval of the Engineer. The approval or rejection of a proposed substitution shall be at the discretion of the Engineer and his decision shall be final. If the proposed substitution is approved by the Engineer, the Contractor shall be entitled to the first \$100 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$100.

36. ASBESTOS PIPE

Removal and disposal of asbestos cement pipe shall be conducted in accordance with applicable legislation and current Ministry of Labour guidelines. Care shall be taken to ensure cutting and removal operations are completed as Type 1 (non-friable) (O.Reg 278/05). Removal of asbestos pipe shall be with non-powered hand-held tools where the product is wetted. The Contractor shall submit an Asbestos Management Plan. Unless otherwise indicated, the foregoing to be considered a general obligation of the Contract and included in pipe/appurtenance prices. Existing watermains/forcemains are asbestos cement as indicated on the drawings.

37. LETTER OF CREDIT

The Letter(s) of Credit required as security for Guaranteed Maintenance shall comply with the following example:

LETTER OF CREDIT
REQUIRED FORM ON BANK LETTERHEAD

Name of Bank: _____ Date Issued: _____

Expiry Date: _____

Letter of Credit No. _____ Amount: \$ _____

Issued subject to the Uniform Customs and Practices for Documentary Credits being ICC Publication UCP 500

To:

(Owner)

We hereby authorize you to draw on the _____
(name of bank)

for the account of _____
(name of customer)

up to an aggregate amount of _____
(amount as required by contract)

(\$.), available on demand.

PURSUANT TO THE REQUEST OF our customer: _____
(name of customer)

we the _____
(name of bank)

hereby establish and give you an IRREVOCABLE LETTER OF CREDIT in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

Demand shall be by way of a Letter signed by the Owner under the corporate seal attached to which shall be the original Letter of Credit. Presentation shall be made to the bank at:

(address)

The Letter of Credit we understand relates to those Municipal services and financial obligations set out in an Agreement between the customer and the Municipality and referred to as

(name of project)

Continued ...

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Owner.

This Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____ 2023.

COUNTERSIGNED BY:

(name of bank)

Per: _____

HWY No. 3 WATERMAIN REPLACEMENT1740
Page 1 of 2TOWNSHIP OF MALAHIDEADDENDUM NO. 1RE: GEOTECHNICAL INVESTIGATION

The DRAFT Geotechnical Engineering Report prepared by Golder dated March, 2019 is enclosed with this addendum and shall accompany the Contract Documents.

Supplementary geotechnical investigation by Golder/WSP is in progress and will be circulated as an Addendum upon completion.

RE: TEST PITS

Public digging of test pits was completed for bidders to view during the 2019 tender for this project (not awarded).

Two (2) test pits were dug on Friday 10 May 2019 at 9:00am. A 'Public Digging' letter prepared by Golder, relating to the test pits, is enclosed with this Addendum.

Please note, any native dry sand encountered is considered suitable for trench backfill. Salvaged or imported granular backfill is required for all trench backfill within 3m (horizontal) of asphalt or concrete surfaces. Surplus silt and clay shall be disposed off-site, the cost of which is to be included in the appropriate pipe prices. Any shortfall of granular backfill shall be supplied by the Contractor and included in pipe prices.

RE: REGULATION 406/19 – ON SITE AND EXCESS SOIL MANAGEMENT

It is anticipated that in general, excavated material for this project will be replaced as backfill. Hydro excavating may be required for daylighting of existing utilities and services. The contractor will be responsible for testing and offsite disposal of surplus material in compliance with O.Reg. 406/19.

If contaminated material is encountered on site and cannot be used as backfill within the road allowance, The tenderer agrees to a unit price of \$ 100.00 /tonne for disposal at an MECP approved facility.

The foregoing price will be considered in the review of tenders and award of contract based on a quantity of 15 tonnes.

RE: WATER TAKING REPORT AND DISCHARGE PLAN

The Tenderer agrees to provide all required construction dewatering in accordance with the enclosed DRAFT Water Taking Report and Discharge Plan prepared by Golder dated May 2019, as required. NOTE: Excavations for individual bore pits along the full alignment of the project and the 15m of open cut (item 1.3) will likely not exceed 50,000L/day of dewatering pumping. Online registration of an Environmental Activity and Sector Registry (EASR) will be completed by the Township of Malahide to allow a maximum of 400,000 L/day of construction dewatering. The contractor will be required to submit total daily pumping volumes to ensure compliance with the EASR.

RE: TRENCH BACKFILL

Trenches within 3m (horizontal distance) of paved and concrete surfaces may be backfilled with clean native sand/granular. Surplus silt and clay shall be disposed off-site, the cost of which is to be included in the appropriate pipe prices. Any shortfall of granular backfill shall be supplied by the Contractor and included in pipe prices.

RE: EXCAVATED MATERIAL

Further to General Note 5, all excavated material shall be trucked. No excavated material shall be side cast onto any surface which is to remain. Careless damage to existing features throughout the project limits, including landscaping, shall be restored at the Contractor's expense.

RE: ITEM 1.13

Only the meter pit will be supplied by the Township. Lump sum price for item 1.13 shall include installation of the meter pit, and connection to the existing service. Supply and installation of the new service lead from the main to the meter pit is to be included in Item 1.10i.

Signature of Tenderer
I have authority to bind the Corporation

(Affix Company Seal)

Attachments: Geotechnical Investigation Report (DRAFT) – Golder, March 2019
Water Taking Report and Discharge Plan (DRAFT) – Golder, May 2019
Test Pit Public Digging Letter – Golder, 13 May 2019

24 March 2023

CYRIL J. DEMEYERE LIMITED,
CONSULTING ENGINEERS,
P.O. BOX 460, 261 BROADWAY,
TILLSONBURG, ONTARIO. N4G 4H8
(519)688-1000

HWY No. 3 WATERMAIN REPLACEMENT1740
Page 1 of 3TOWNSHIP OF MALAHIDEADDENDUM NO. 2RE: INFORMATION FOR TENDERERS – TIME FOR COMPLETION

The substantial completion date has been extended to 30 September 2023.

RE: CLARIFICATION OF ITEM 1.9Casing Material and Construction Methods

- The casing material shall be 454mm I.D. steel with 7.94mm wall thickness and shall be installed by jack and bore or similar equivalent. HDPE casing pipe by directional drilling is not acceptable.

Casing Spacers

- The cost of the casing spacers, rubber end seals, anodes, filling the space between the casing pipe and the carrier pipe with clean sand and any other items as shown on page 3 of the Contract Drawings shall be included in Item 1.9. Supply and installation of the 200mm DR18 watermain in the casing shall also be included in this item. As a result, the quantity in Item 1.3 shall be reduced by 20m to 520m.

RE: GEOTECHNICAL INVESTIGATION

Supplementary geotechnical investigation by Golder/WSP is in progress and results will be circulated to the successful bidder upon completion. The scope of the supplementary geotechnical investigation included two (2) boreholes, one located at each end of the proposed watermain crossing location. A monitoring well was installed at the borehole on the south side of HWY 3. Preliminary results from borehole drilling indicate similar results to the Draft Geotechnical Investigation Report included in the tender documents.

Lowering the groundwater table to 0.5m below the casing at the watermain crossing is required to allow jack and bore installation.

RE: GROUTING OF WATERMAINS

The enclosed specification "Part 5 – Grouting of Watermains" has been added to the tender documents.

RE: RESPONSE TO QUESTIONS

In response to questions submitted by bidders, the following comments are provided:

- The limits of the existing HDPE watermain are shown on the profile of Drawing 3 at the Candy Municipal Drain crossing. The existing watermain labelled as “A.C.” in plan view to the east of the Candy Drain is incorrect.
- Open cut methods are acceptable for the installation of watermain crossing of Elk Street.
- At a minimum, single-lane traffic must be maintained on HWY 3 in both directions at all times during construction. Open cut methods for the installation of the watermain crossing are not permitted.
- A bid bond is acceptable in lieu of a certified cheque.

RE: REGULATION 406/19 – ON SITE AND EXCESS SOIL MANAGEMENT

The requirements for Regulation 406/19 described in Addendum 1 are hereby deleted and replaced with the following:

The Township of Malahide will be responsible for filing a Project Notice on the Ministry’s Excess Soil Registry.

It is anticipated that in general, excavated material for this project will be replaced as backfill. Any material disposed of off site shall comply with O.Reg 406/19. An Assessment of Past Uses Report or Soil Characterization Report has not been completed.

The Township will be responsible for “due diligence” testing in accordance with the Maintaining infrastructure in a fit state of repair exemption of the regulation.

If an area of contaminated soil is encountered, testing will be completed by the Township of Malahide. If disposal of surplus fill at a licensed landfill is required, tipping fees will be paid by the Township.

RE: DRAWING 3 – TYPICAL X-SECTION – TALBOT STREET (STA 5+230)

The specification of bend radius for water service crossings is to be corrected from “Max radius=30m” to “Minimum HDD Radius=33m”.

RE: SETTLEMENT MONITORING PLAN

The Township will retain a qualified geotechnical engineer to prepare a Settlement Monitoring Plan for the crossing of HWY 3. The purpose of the monitoring plan is to outline the monitoring scope, including monitoring instrumentation details (type, quantities, installation methods, and locations), survey monitoring frequency, reporting methods, and identifying trigger levels and exceedance protocols for the proposed HWY 3 watermain crossing. The Township will also retain a qualified surveyor to undertake the required monitoring.

The tenderer will be responsible for any emergency traffic control and road remediation to the satisfaction of MTO if settlement occurs as a result of construction that exceed thresholds established in the Settlement Monitoring Plan.

Signature of Tenderer
I have authority to bind the Corporation

(Affix Company Seal)

Attachments: Part 5 – Grouting of Watermains Specification

24 March 2023

CYRIL J. DEMEYERE LIMITED,
CONSULTING ENGINEERS,
P.O. BOX 460, 261 BROADWAY,
TILLSONBURG, ONTARIO. N4G 4H8
(519)688-1000

HWY No. 3 WATERMAIN REPLACEMENT

1740

TOWNSHIP OF MALAHIDESPECIFICATIONSPART 5 GROUTING OF WATERMAINS5.1 DESCRIPTION

This item will govern the grouting of existing water mains for the purposes of abandonment underneath roadways, paved areas, and at other designated locations. The location of this Work is as shown on the Contract Document plans and/or as encountered in the field during construction. The Contractor will, unless otherwise specified, furnish all labor, materials, equipment, tools and all other appurtenances necessary to abandon water lines segments in place by filling them with flowable cementious low strength grout including plugs, bulkheads, excavation and backfill at locations as required to completely fill the line to be abandoned in place with grout to protect against future collapse of the line.

5.2 SUBMITTALS

- (a) Proposed Mix Design Report
- (b) Submit manufacturers data for proposed plugs and detail of bulkhead
- (c) Technical information for equipment and operations procedures including projected injection rate, grout pressure, method of controlling grout pressure, bulkhead and vent design and number of stages of grout application.
- (d) Submit project specific plan for abandonment at least 15 days prior to commencing grouting activities, describe proposed sequence and other information pertinent to completion of work.

5.3 MATERIALS

- (a) Cement-based grout/ flowable fill with self-leveling and non-shrink characteristics.
- (b) Unconfined compressive strength: Minimum 0.7 MPa at 56 days as determined based on average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.

5.4 CONSTRUCTION

Abandoning and grouting of water lines must not occur until all existing water mains and services have been transferred to a relocated water line or another line as designated in the Contract Documents. The Contractor will be responsible for the satisfactory coordination of the pipe abandonments with other construction and activities in the area. Delays in work resulting from lack of coordination will not be cause for additional compensation. Any work involving or impacting asbestos concrete pipe must be in accordance with the procedures outlined in the approved specifications for this project and will comply with all federal, provincial, and local laws, ordinances and regulations regarding the management of asbestos containing materials.

SPECIFICATIONS PART 5 GROUTING OF WATERMAINS

5.4 CONSTRUCTION (Cont'd)

Remove all water line appurtenances, such as hydrants, valves and valve casing and castings. These appurtenances must be returned to the designated utility representative.

Make cuts, install bulkheads, vents to allow for air release

Remove any free standing water prior to starting fill placement.

Place grout/flowable fill using concrete or grout pumps capable of continuous delivery at planned placement rate to fill volume between placement points not to exceed 100 linear meters at a time. Pump flowable fill through bulkheads constructed for placement of PVC pipes or other methods to contain grout in line to be abandoned. These pipes will be used for injection points or vents during placement. Place grout under pressure into property vented open system until grout emerges from vent pipes indicating pipe is completely filled. Pumping grout must be completed under sufficient pressure to overcome friction and to fill water main from downstream to upstream end. Remediate areas where flowable fill did not fill voids in water main by pressure grouting from inside water main or from surface if necessary. Plug each end of the water main being abandoned. Ensure that concrete is around plug/bulkhead and around pipe including bedding area such that it is not penetrable by groundwater and that bedding at this location is not a conduit for groundwater. The method of installation must be able to meet the requirement of completely filling the existing water main and any voids adjacent to it.

Backfill to grade above pipe left in place. Place and compact backfill in compliance with the OPSS PROV 501.

Remove, transport, and, dispose of spoils. Spoils including pipe must be hauled to a facility permitted to accept the material.

The method must provide for the release of air. When intermediate points are required to be constructed for the abandonment of the system, they must be a part of the abandonment project process. The method must provide for the isolation of water mains to be grouted from water mains that are abandoned in place without grouting as shown on the plans.

Water mains that are not under proposed pavement are generally not required to be grouted unless it is specified in the contract documents. Mains to be abandoned must be grouted only if required by the contract documents and payment as per these specifications is provided.

5.5 MEASUREMENT

This Item will be measured by the linear meter of water main to be abandoned regardless of depth.

5.6 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the size of water main specified. This price will be full compensation for the removing of the content within the pipe, cleaning, grouting, plugging, capping and abandoning all pipe, pipe bend section and all other appurtenance, and of dewatering, trenching, excavation and backfill, removal, transportation and disposal and all material or work necessary to properly abandon the pipe and must include all materials, labor, equipment, tools and incidentals necessary to complete the work.

INDEX TO SPECIFICATIONS

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5.6 PAYMENT	3

HWY No. 3 WATERMAIN REPLACEMENT

1740
Page 1 of 1

TOWNSHIP OF MALAHIDE

ADDENDUM NO. 3

RE: EXTENSION OF TENDER CLOSING DATE

The closing date of the tender has been extended to 12:00pm noon on Friday, 17 March 2023 at the Township of Malahide office.

Anticipated date of award has been revised to 6 April 2023.

RE: CLARIFICATION OF TENDER ITEM 1.11

Tender Item 1.11 is hereby deleted and replaced with:

Bore water services under obstructions if requested. Payment will be in addition to Item 1.10 (PROV.).

RE: BACKFILLING OF WATERMAIN CROSSING CASING VOID

The use of lean grout to backfill the watermain crossing casing void will not be permitted.

RE: SMART HYDRANT

Connection of the smart hydrant device to the monitoring network will be completed by the Township of Malahide.

Signature of Tenderer
I have authority to bind the Corporation

(Affix Company Seal)

24 March 2023

CYRIL J. DEMEYERE LIMITED,
CONSULTING ENGINEERS,
P.O. BOX 460, 261 BROADWAY,
TILLSONBURG, ONTARIO. N4G 4H8
(519)688-1000

HWY No. 3 WATERMAIN REPLACEMENT1740
Page 1 of 1TOWNSHIP OF MALAHIDEADDENDUM NO. 4RE: CLARIFICATION OF ITEM 1.25

Restoration of curb, asphalt, driveways, signs, fences, shrubs, granular, ditches, sod and all other miscellaneous items to be included in pipe prices in accordance with general notes on Dwg. No. 4

Item 1.25 (Prov.) item will only be used if an existing culvert that is disturbed during construction is not in suitable shape to be removed and replaced.

RE: CLARIFICATION OF ITEM 1.14

The 2000x3700mm meter chamber shall be precast. The OPSD 1108.010 detail included on Dwg. No. 4 shall be used as a reference for size, depth, size of opening, location of sump and remote reader cable sleeve detail.

Signature of Tenderer
I have authority to bind the Corporation

(Affix Company Seal)

24 March 2023

CYRIL J. DEMEYERE LIMITED,
CONSULTING ENGINEERS,
P.O. BOX 460, 261 BROADWAY,
TILLSONBURG, ONTARIO. N4G 4H8
(519)688-1000

TOWNSHIP OF MALAHIDE

HWY No. 3 WATERMAIN REPLACEMENT

FORM OF TENDER

Gentlemen:

I/We Van Bree Drainage and Bulldozing Limited,
the undersigned have examined the locality and site of the proposed work, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, General Conditions, Supplementary General Conditions, Form of Agreement and Addendum/Addenda No. 1 to No. 4 * hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time, and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the total tender sum of Nine Hundred & Twenty-Three Thousand, Four Hundred & Forty-Six-----

-----xx/100 Dollars

(\$ 923,446.00), excluding HST, or such other sum as may be ascertained in accordance with the contract.

*The Tenderer will insert here the numbers of the addenda received by him during the tender period and taken into account by him in preparing this tender.

ITEMIZED STATEMENT OF PRICES AND QUANTITIES**PART 1 - WATERMAIN** (Reference Supplemental Specifications and Part 2 Watermain Specifications)

NOTE: RESTORATION OF CURB, ASPHALT, DRIVEWAYS, SIGNS, FENCES, SHRUBS, GRANULAR, DITCHES, SOD AND ALL OTHER MISCELLANEOUS ITEMS TO BE INCLUDED IN PIPE PRICES IN ACCORDANCE WITH GENERAL NOTES ON DWG. NO. 4

ITEM	DESCRIPTION	UNIT	EST'D QUANTITY	UNIT PRICE	AMOUNT
1.1	VERIFY LOCATION OF EXISTING SEPTIC BED AT AYLMER TIRE (49703 TALBOT LINE) AND CONFIRM WITH ENGINEER PRIOR TO COMMENCING WORK	EACH	1	\$2,235.00	\$2,235.00
1.2	TEMPORARY WATERMAIN ±45m - 50mmØ MAINLINE INCL. CUTTING/CAPPING, CONNECTIONS TO EXISTING MAIN AND TO MUN. NO. 49720, THRUST BLOCKING, DRIVEWAY RAMPING, TESTING AND REMOVAL.	L/S	1	\$11,500.00	\$11,500.00
1.3	200mmØ PVC DR 18 WATERMAIN BY DIRECTIONAL DRILLING	m	540	\$447.00	\$232,440.00
1.4	150mm PVC DR 18 WATERMAIN	m	15	\$382.00	\$5,730.00
1.5	200mmØ GATE VALVE INCL. ADJUSTABLE BOX	EACH	3	\$3,200.00	\$9,600.00
1.6	200mm x 150mm REDUCER	EACH	2	\$750.00	\$1,500.00
1.7	FIRE HYDRANT, INCL. GATE VALVE, C/W BOX, VALVE, EXTENSION, CONNECTION TO MAIN AND TRACER WIRE TEST STATION	EACH	4	\$14,500.00	\$58,000.00
1.8	SUPPLY AND INSTALLATION OF SMART HYDRANT DEVICE: hydrant.AI AS MANUFACTURED BY DIGITAL WATER SOLUTIONS (GUELPH) OR APPROVED EQUIVALENT	EACH	2	\$10,800.00	\$21,600.00
1.9	454mm STEEL CASING BY JACK AND BORE OR APPROVED EQUIVALENT AT HWY 3 WATERMAIN CROSSING INCL. FILLING VOID BETWEEN CASING AND PIPE WITH SAND	m	18	\$5,530.00	\$99,540.00
1.10	REPLACE EX. WATER SERVICES INCL. ADJUSTABLE BOX AND UP TO 1.5m LONG CONNECTION TO EXISTING SERVICE AT PROPERTY LINE INCL. BORE PIT DEWATERING				
	i) 3±m LONG - 25mm PEX SOUTH SIDE OF HWY. NO.3	EACH	13	\$7,220.00	\$93,860.00
	ii) BORE 24±m LONG - 25mm PEX, NORTH SIDE OF HWY. NO. 3	EACH	10	\$10,150.00	\$101,500.00
	iii) BORE 24±m LONG - 50mm PEX, NORTH SIDE OF HWY. NO. 3	EACH	2	\$9,488.00	\$18,976.00
	iv) SHORT CONNECTION WITH SADDLE AND MAIN STOP WHERE EXISTING 19mmØ SERVICE IS COPPER, EXCL. CURB STOP AND BOX (PROV.)	EACH	1	\$3,790.00	\$3,790.00
	v) ADDITIONAL LENGTH OF WATER SERVICE, PAYMENT IN ADDITION TO i) OR ii) (PROV.)	m	25	\$167.00	\$4,175.00
	vi) ADDITIONAL LENGTH OF WATER SERVICE, PAYMENT IN ADDITION TO iii) (PROV.)	m	25	\$40.00	\$1,000.00
	vii) INCREASE SERVICE SIZE TO 50mm PEX, PAYMENT IN ADDITION TO i) (PROV.)	EACH	1	\$800.00	\$800.00
SUB-TOTAL PART 1 WATERMAIN					\$666,246.00

ITEMIZED STATEMENT OF PRICES AND QUANTITIES**PART 1 - WATERMAIN** (Reference Supplemental Specifications and Part 2 Watermain Specifications)

NOTE: RESTORATION OF CURB, ASPHALT, DRIVEWAYS, SIGNS, FENCES, SHRUBS, GRANULAR, DITCHES, SOD AND ALL OTHER MISCELLANEOUS ITEMS TO BE INCLUDED IN PIPE PRICES IN ACCORDANCE WITH GENERAL NOTES ON DWG. NO. 4

ITEM	DESCRIPTION	UNIT	EST'D QUANTITY	UNIT PRICE	AMOUNT
	SUB-TOTAL CARRIED FORWARD				<u>\$666,246.00</u>
1.11	BORE WATER SERVICES UNDER OBSTRUCTIONS IF REQUESTED. PAYMENT WILL BE IN ADDITION TO ITEM 1.9 (PROV.)	m	100	<u>\$55.00</u>	<u>\$5,500.00</u>
1.12	SEARCH FOR BURIED MAIN STOPS OR CURB STOP (PROV.)				
	i) 1.5 TO 3.0m RADIUS FROM TARGET	EACH	2	<u>\$740.00</u>	<u>\$1,480.00</u>
	ii) 3.0 TO 6.0m RADIUS FROM TARGET	EACH	7	<u>\$1,480.00</u>	<u>\$10,360.00</u>
1.13	INSTALL 1" LEAD FREE 20" X 60" FORD PLASTIC METER PIT AT 49604 TALBOT LINE. METER PIT TO BE SUPPLIED BY THE TOWNSHIP	L/S	1	<u>\$1,980.00</u>	<u>\$1,980.00</u>
1.14	SUPPLY AND INSTALL METER CHAMBER AT 512 TALBOT STREET EAST INCL. ALL PIPES, FITTINGS, VALVES AND APPURTENANCES AS SHOWN ON DWG. 4 DETAILS	L/S	1	<u>\$91,200.00</u>	<u>\$91,200.00</u>
1.15	200mmø WATERMAIN OFFSET	EACH	1	<u>\$14,000.00</u>	<u>\$14,000.00</u>
1.16	HYDROVAC EXCAVATION				
	i) EXPOSE EX. WATERMAIN AT EACH CONNECTION FOR GRADE CHECK PRIOR TO INSTALLING ANY NEW WATERMAIN	L/S	1	<u>\$3,300.00</u>	<u>\$3,300.00</u>
	ii) DAYLIGHT EXISTING UTILITIES (FIBRE OPTICS, GASMAIN, ETC.) AT PROPOSED DRILL LOCATIONS	L/S	1	<u>\$1,705.00</u>	<u>\$1,705.00</u>
1.17	CONNECTION TO EXISTING SYSTEM INCL. FITTINGS, TEMPORARY CAPPING, THRUST RESTRAINT AND ALL PIPE PAST FIRST BEND AND/OR REDUCER				
	i) AT WEST LIMIT	L/S	1	<u>\$10,580.00</u>	<u>\$10,580.00</u>
	ii) AT EAST LIMIT INCL. FUSED TRANSITION COUPLING TO HDPE WATERMAIN	L/S	1	<u>\$11,900.00</u>	<u>\$11,900.00</u>
	iii) AT ELK STREET	L/S	1	<u>\$30,200.00</u>	<u>\$30,200.00</u>
1.18	FILL EXISTING A.C. WATERMAIN WITH GROUT	m	480	<u>\$12.00</u>	<u>\$5,760.00</u>
1.19	REMOVAL OF EXISTING HYDRANT, VALVE BOX, AND CURB BOXES AND SALVAGE FOR THE TOWNSHIP IF REQUESTED	L/S	1	<u>\$200.00</u>	<u>\$200.00</u>
1.20	DECOMMISSION EXISTING METER CHAMBER LOCATED AT MUN. NO. 49530				
	i) FULL REMOVAL OF EXISTING STRUCTURE AND APPURTENANCES	L/S	1	<u>\$4,050.00</u>	<u>\$4,050.00</u>
	ii) REMOVE FRAME & GRATE, FILL EXISTING STRUCTURE WITH COMPACTED CLEAR STONE, COVERED WITH FILTER CLOTH AND CAPPED WITH CEMENT (PROV.)	L/S	1	<u>\$2,600.00</u>	<u>\$2,600.00</u>
	SUB-TOTAL PART 1 WATERMAIN				<u>\$861,061.00</u>

ITEMIZED STATEMENT OF PRICES AND QUANTITIES

PART 1 - WATERMAIN (Reference Supplemental Specifications and Part 2 Watermain Specifications)

NOTE: RESTORATION OF CURB, ASPHALT, DRIVEWAYS, SIGNS, FENCES, SHRUBS, GRANULAR, DITCHES, SOD AND ALL OTHER MISCELLANEOUS ITEMS TO BE INCLUDED IN PIPE PRICES IN ACCORDANCE WITH GENERAL NOTES ON DWG. NO. 4

ITEM	DESCRIPTION	UNIT	EST'D QUANTITY	UNIT PRICE	AMOUNT
	SUB-TOTAL CARRIED FORWARD				<u>\$861,061.00</u>
1.21	REMOVAL AND DISPOSAL OF ASBESTOS PIPE	m	35	<u>\$95.00</u>	<u>\$3,325.00</u>
1.22	STYROFOAM HIGH LOAD 100 INSULATION 50mm THICK (PROV.)	m ²	15	<u>\$74.00</u>	<u>\$1,110.00</u>
1.23	EXCAVATION AND DISPOSAL OF POOR MATERIAL BEYOND TRENCH LIMITS AND REPLACEMENT WITH (PROV.)				
	i) NATIVE SAND FILL	m ³	50	<u>\$74.00</u>	<u>\$3,700.00</u>
	ii) GRANULAR 'B'	m ³	50	<u>\$74.00</u>	<u>\$3,700.00</u>
	iii) GRANULAR 'A'	m ³	50	<u>\$101.00</u>	<u>\$5,050.00</u>
1.24	ADDITIONAL COST TO USE STONE BEDDING WITH GEOTEXTILE OVERLAY FOR WATERMAIN IN WET TRENCH CONDITIONS (PROV.)	m	300	<u>\$22.00</u>	<u>\$6,600.00</u>
1.25	SUPPLY AND INSTALL 375mmø HDPE BOSS 2000 DRIVEWAY CULVERTS AS REQUIRED (PROV.)	m	20	<u>\$520.00</u>	<u>\$10,400.00</u>
1.26	SUPPLY, ERECT, MAINTAIN AND REMOVAL OF TRAFFIC CONTROL AND CONSTRUCTION SIGNAGE PER DWG. 1 NOTES	L/S	1	<u>\$5,100.00</u>	<u>\$5,100.00</u>
1.27	CASH ALLOWANCE TO DECOMMISSION EXISTING GROUND WATER WELLS (BH106 AND BH108) TO BE COMPLETED BY GOLDER/WSP	L/S	1	<u>\$3,400.00</u>	<u>\$3,400.00</u>
1.28	CASH CONTINGENCY (PROV.)	L/S	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>

NOTE: A LUMP SUM CASH CONTINGENCY AMOUNTING TO \$20,000 IS INCLUDED IN THE FORM OF TENDER TO ACCOUNT FOR UNFORSEEN ON-SITE CONTINGENCIES. THE CONTRACTOR IS NOT ENTITLED TO PAYMENT OF THIS ITEM, HOWEVER IT MAY BE DRAWIN UPON AS REQUIRED BY THE CONTRACT ADMINISTRATOR IN CONSULATION WITH THE TOWNSHIP OF REQUIRED.
THE CONTRACTOR SHALL INCLUDE THIS \$20,000 CASH CONTINGENCY IN THE TOTAL TENDER PRICE BELOW.

TOTAL PART 1 WATERMAIN (EXCL. HST)

\$923,446.00

AMOUNT OF TENDER TO BE REPEATED IN WRITING Nine Hundred & Twenty-Three Thousand,

Four Hundred & Forty-Six-----xx/100 Dollars (Excl. HST)

The Tenderer agrees to complete the works within a time to be known as the "Time for Completion" in the Information for Tenderers.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.

The Tenderer further declares that this Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that no officer or employee of the Municipality or of the Consulting Engineer is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

The Tenderer further agrees that, if this Tender is accepted by the Owner,

- 1) he will carry out additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract,
- 2) the carrying out of any work referred to in paragraph 1) above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract or of any Contract waive or impair any of the terms of the Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract
- 3) he will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work), the sums specified in the Contract as Liquidated Damages for each calendar day that the works under the Contract, as expressly modified by all Contract Change Orders issued by the Engineer, remain uncompleted after the expiry of the "Time for Completion specified in the Contract or such extended times for completion as may be allowed in writing by the Engineer, and
- 4) the prices applicable to work referred to in paragraph 1) above shall be determined as follows:
 - a) the Schedule of Items and Prices shall apply where applicable; and
 - b) if the Schedule of Items and Prices is inapplicable, the prices shall be determined in accordance with Section 103-3, Extra Work of the General Conditions.

CONTRACTORS AND SUPPLIERS

The following is a list of subcontractors and suppliers which we proposed to employ for this project.

<u>SUBTRADE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>SCOPE OF WORK</u>
BORING	ROBINSON UNDERGROUND RAPID DRAINAGE	JACK & BORE DIRECTIONAL DRILLING
ASPHALT PAVING (DRIVEWAYS)	DEL-KO PAVING	ASPHALT
CONCRETE CURB REPAIRS	AUTOFORM	CONCRETE

Dated at Warwick Township this 24th day of March 2023.

Signature of Witness

Signature of Tenderer
I have authority to bind the Corporation

VAN BREE DRAINAGE AND BULLDOZING LIMITED

7074 NAUVOO ROAD
Address

WARWICK TOWNSHIP, ONTARIO
City, Town

NON 1J4
Postal Code

519-828-3641 519-828-3006
Telephone No. Fax No.

PJ VAN BREE
Contact Person

(SEAL)

NOTE: If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

HWY No. 3 WATERMAIN REPLACEMENT

1740

TOWNSHIP OF MALAHIDEGENERAL CONDITIONS

The General Conditions of this Contract with regard to control of work, materials, progress of work, Contractor's responsibility and legal obligations shall be those as set forth in the latest version of General Conditions of Contract, Ontario Provincial Standards (OPSS.MUNI 100). Reference should be made to Section 27 Conflicts and Omissions in the Supplementary General Conditions regarding order of precedence.

NOTE: A copy of these General Conditions is available from the Consulting Engineer upon request.

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TOWNSHIP OF MALAHIDESUPPLEMENTARY GENERAL CONDITIONS1. GENERAL

These Supplementary General Conditions shall apply to and be part of this Contract and shall supplement and/or amplify the General Conditions.

2. SCOPE OF WORK

The Contractor shall provide all labour, equipment, supervision and supply all materials necessary to complete the work as shown in, described by or reasonably inferable from the plans and specifications, including the following:

SPECIFICATIONS

~~PART 1 SEWERS - OMMITTED~~
PART 2 WATERMAIN
PART 3 ROADWORK
PART 4 CURB & GUTTER, SIDEWALK

DRAWINGS

DRAWING NO. 1 COVER SHEET
DRAWING NO. 2 TALBOT STREET EAST - STA. 4+950 TO STA. 5+300
DRAWING NO. 3 TALBOT STREET EAST - STA. 5+300 TO STA. 5+550
DRAWING NO. 4 DETAILS AND GENERAL NOTES

3. DRAWINGS, SPECIFICATIONS

The Contractor shall be responsible for keeping a complete set of working drawings, specifications, sketches and details available on the job site.

Should any contract drawing be amended, the Contractor will ensure that all original drawings are destroyed and replaced with the amended sheets.

All drawings, specifications and copies thereof furnished by the Engineer are his property. They are not to be used on any other work, and, with the exception of the signed contract set of the drawings and specifications, are to be returned to him on request on the completion of the work.

4. TESTING OF MATERIALS

- (a) The following tests, as required by the Engineer, shall be paid by the OWNER:
1. Casting and compression testing of concrete cylinders.
 2. Compaction tests when the results are satisfactory.
 3. Asphalt cement extraction tests.
- (b) The following tests shall be paid by the CONTRACTOR:
1. COMPACTION TESTS WHEN THE RESULTS ARE NOT SATISFACTORY.
 2. ENTRAINMENT TESTS AND SLUMP TESTS DURING CONCRETE WORK. The Contractor shall provide an air meter and operator to determine the entrained air at the time of placement as requested by the Engineer. The frequency of the tests required shall vary with the consistency of the results.
- (c) The Engineer may require documentary evidence to the effect that materials (granular material, etc.) to be supplied by the Contractor comply with the terms of the specifications. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Engineer. No costs in connection with these tests shall be borne by the Owner.
- (d) Where a product name is mentioned in this specifications, the Contractor may use an alternative or substitute product, provided that such product is proven to the satisfaction of the Engineer to meet the requirements of the specifications, as outlined in (b) above.
- (e) Unless otherwise specified, all materials shall be new.

5. OFFICE

The Contractor will be required to make his own arrangements regarding temporary buildings or workshops as may be required. He must, at his own expense, establish near the site of the works and keep open at all times during the execution of the work, an office for his own use, where notices and instructions from the Owner and the Engineer may be received. An engineer trailer is not explicitly required.

6. STORAGE YARDS

The Contractor shall be responsible for arranging for adequate storage yards beyond the limits of the road allowance.

7. CUTTING AND FITTING

The Contractor shall do all cutting and fitting of his own work and of other work that may be required to make the several parts come together properly.

The Contractor shall not endanger any work by cutting, fitting or otherwise and shall not cut or alter the work of any other Contractor save with the consent of the Owner's representative.

Connections must be made with factory manufactured fittings of material approved by the Engineer. The Contractor shall, at no extra cost, maintain a reasonable supply of fittings to facilitate connections to various sizes of various existing materials whether shown on drawings or not.

8. WATER SUPPLY

The Contractor shall make his own arrangements for the supply of water and pay for all the costs involved.

9. LAYOUT WORK

The Engineer shall establish all necessary alignment control. The Contractor shall provide qualified personnel to properly transfer all lines and grades necessary for construction. The Contractor shall assume full responsibility for detail, dimensions and elevations.

The Engineer shall be notified of any layout work carried out by the Contractor and shall check same if he so desires. Checking of layout or failure to do so on the part of the Engineer in no way relieves the Contractor of full responsibility for construction to the proper location, grade and alignment.

Layout provided by the Engineer will consist of:

- horizontal control for all piping.
- benchmarks and specified elevations for pipe inverts, and hydrant flanges, all for transfer with a level or laser, by the Contractor as construction progresses.

9. LAYOUT WORK (Cont'd)

The Contractor shall furnish the Engineer with any reasonable help which may be required in inspection and testing work.

The Contractor must notify Cyril J. Demeyere Limited immediately of any discrepancies with respect to existing or design elevations or locations prior to proceeding with any work which may be affected. DESIGN CHANGES BY THE CONTRACTOR WILL NOT BE ALLOWED.

The Contractor must use a LASER BEAM for sewer and watermain work. Appurtenances, services, etc. must be laid on uniform line and grade.

THE CONTRACTOR MUST HAVE A LEVEL AND ROD ON SITE, AND MUST PERIODICALLY CHECK THE PIPE GRADE DURING LAYOUT. THE ONUS IS ON THE CONTRACTOR TO ENSURE THAT THE COMPLETED WORK IS TO DESIGN ELEVATION, GRADE AND ALIGNMENT. THE CONTRACTOR SHALL NOT RELY ON THE ENGINEER'S OR CITY'S INSPECTOR TO ENSURE THAT THE GRADES ARE SATISFACTORY.

10. TRENCH EXCAVATORS' PROTECTION ACT (CONSTRUCTION SAFETY ACT)

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this Contract, unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

All excavation shall be carried out in accordance with the Trench Excavators' Protection Act, Construction Safety Act, and the Occupational Health and Safety Act.

It is specifically drawn to the attention of the Tenderer that the Trench Excavators' Protection Act provides in addition to other things that,

"It is the duty of a contractor,

(a) to ensure that this Act and the regulations are complied with,

10. TRENCH EXCAVATORS' PROTECTION ACT (CONS. SAFETY ACT) (Cont'd)

- (b) at least once in each eight-hour period that a person is working in or near a trench to cause to be inspected by a person will experienced in such work:
- i) the condition of the trench;
 - ii) the shoring and timbering provided for the safety of any person in or near the trench;
 - iii) the soil or rock piled and equipment stored or used in or near the trench, and
 - iv) the fences, ladders and other things provided for the safety of any person in or near the trench, and the person making such inspection shall forthwith take any remedial action that he deems necessary to protect the safety of any person in or near the trench."

It should also be pointed out that the word "trench" has a very extended meaning in the Act and generally means any excavation, the maximum depth of which exceeds the smallest width. For accuracy, reference should be made to the Act as amended. The Contractor shall comply with the requirements of the Trench Excavators' Protection Act, amendments thereto and regulations made thereunder.

11. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall ensure compliance on his part and on the part of all his Subcontractors with the applicable Workers' Compensation and Occupational Health and Safety legislation, and any regulations thereunder, in particular provisions of said legislation or regulations thereunder having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation or Occupational Health and Safety legislation the appropriate board of authority orders the Contractor or one or more of his Subcontractors in respect of their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliances directed by order of the said board or authority, or required under said legislation or regulations thereunder, or because said board or authority is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the Contractor shall cease operations forthwith and shall ensure immediate compliance on his part and on the part of all his Subcontractors with such orders.

11. OCCUPATIONAL HEALTH AND SAFETY ACT (Cont'd)

The Contractor shall provide to the Owner, on the Engineer's request, evidence of such compliance with the requirements of the applicable Workers' Compensation and Occupational Health and Safety legislation and any regulations or orders thereunder, including payments due for Workers' Compensation Insurance.

12. PUBLIC UTILITIES SERVICES

(a) The location of existing services are shown on the drawings. These locations are to be considered only as a guide and no guarantee is made as to their accuracy or completeness.

(b) The authorities responsible for the various services in the Contract area are as follows:

ERTH POWER & HYDRO ONE	Hydro power lines and cables
EASTLINK	Communications cables
MUNICIPALITY	Watermain, storm and sanitary sewers
EPCOR	Natural gas mains

(c) Before undertaking any excavation, or other work which may conflict with underground or overhead services, the Contractor shall be responsible for giving adequate notice to the various authorities concerned in order that they may arrange to be present to give clearance for the work to proceed.

(d) With the exception of sewers, any relocation of services will be carried out by the appropriate authorities responsible. Prior to the commencement of the work, the Contractor shall confer with all authorities and other companies concerned to establish a proper schedule of operations in order that any relocation work is carried out efficiently with respect to all parties. The Contractor shall co-operate with the respective authorities in maintaining services throughout the period of construction.

(e) No direct payment shall be made to the Contractor for locating and protecting utilities, or for co-operating with their owners in their removal or relocating, but the cost thereof shall be included in the prices tendered for the various items scheduled in the Tender. The Contractor shall be liable to the utility company involved for any damage to the structure, cables, pipelines, poles or equipment of any utility.

The Contractor shall have no claim for any damages, inconveniences or delays occasioned by this work, but shall delay his work so as to co-operate with the utility companies as directed by the Engineer.

(f) The Contractor shall be responsible for informing the utilities and other companies of work progress.

13. MAINTAINING FLOW OF SEWERS AND DRAINS

The Contractor shall be responsible for maintaining the flow of all sewers, drains or inlet connections and all water courses which may be met with during the progress of the work.

14. INSPECTION OF WORK

The Owner or the Engineer on his behalf and their representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Engineer's instructions, the laws or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date and time fixed for such inspection. Inspections by the Engineer shall be promptly made. If any such work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and made good at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer. If such work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.

15. ON-SITE INSPECTION

The Inspector's duties are limited to recording information for payment and "as-constructed" file purposes, and observing materials and methods of construction and reporting same to Engineer. Deviations in materials, methods of construction and design can be authorized only by the Engineer.

Grade checks on pipe inverts during pipe laying may or may not be made by the Inspector. Any grade checks made in no way relieves the Contractor of full responsibility for construction to the proper location, grade and alignment.

16. WATER, SNOW AND ICE

The Contractor shall assume full responsibility for all damage done to the works through the influence of water, snow and ice. He shall make good any damage so caused without extra cost to the Owner within the time designated by the Engineer.

17. PROVISION FOR TRAFFIC DURING CONSTRUCTION

(a) Sidewalks

The Contractor shall specially consider the convenience of the public. He shall not obstruct any driveway or footwalk any longer or to any greater extent than necessary. He shall provide ample means of access to businesses and residences for both pedestrian and vehicular traffic. He shall construct and maintain suitable and convenient structures for crossing and bridging where an undue hardship is imposed upon pedestrian and vehicular traffic. The Engineer may order that such facilities be improved or extended.

(b) Closing Streets

With the consent of the Engineer, the Contractor may close a public street, avenue, lane or other public place or a portion of a public street, avenue, lane or public place from traffic or use by the public, in which case, the Contractor shall erect the necessary barriers and provide signs or notices indicating "Close to Through Traffic" which barriers shall be sufficiently lighted at night. The number of notices and their location shall be in accordance with the Ontario Traffic Manual, Book 7, Temporary Conditions and they shall be maintained and kept in a safe and proper condition to the satisfaction of the Engineer by the Contractor for such period as the Engineer may require.

(c) Traffic

Any street, roadway, thoroughfare or pavement or portion thereof, which can or should, in the Engineer's opinion, be thrown open for the use of the public with detriment to the work, whether the same is only partially constructed or not, must be so thrown open, all barriers removed and all approaches thereto made possible, convenient and safe for the public by the Contractor at any stage of the work if so directed by the Engineer; otherwise, the Engineer shall cause the same to be done at the Contractor's expense.

(d) Flagging

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Correct Methods of Traffic Control" issued by the Construction Safety Association of Ontario.

Each flagman shall, while controlling traffic, wear either:

1. an approved fluorescent blaze orange or red safety vest;
2. or an approved fluorescent blaze orange or red armband on each arm and a similar hat.

17. PROVISION FOR TRAFFIC DURING CONSTRUCTION (Cont'd)(e) Signing

Signing shall be in accordance with the current Book 7 Ontario Traffic Manual.

(f) Barriers and Lights

The Contractor shall, without notice or order from the Engineer, erect and maintain such barriers and lights as may be necessary to ensure safety to the public. TRENCH EXCAVATIONS SHALL BE ENCLOSED WITH SNOW FENCE TO RESTRICT ACCESS TO TRENCHES BY CHILDREN.

(g) Detours

The Contractor will supply, erect and maintain detour signs.

(h) Maintenance of Barriers, Lights and Signs

THE CONTRACTOR SHALL PROVIDE A WATCHMAN TO MAINTAIN ALL BARRIERS, LIGHTS AND SIGNS AFTER WORKING HOURS AND ON WEEKENDS AND HOLIDAYS.

18. PROTECTION OF ADJOINING PROPERTIES

The Contractor shall avoid damage to any private property and shall not trespass without express permission from the Owners concerned. Any damage which occurs to adjoining private properties shall be completely repaired by the Contractor at his own expense and to the satisfaction of the Engineer. The Contractor shall provide a written release from the Owners of private property re damages.

19. CLEANLINESS OF THE WORK

- (a) The Contractor shall keep the work and the site in a neat and orderly condition at all times. Waste materials, rubbish and debris shall not be allowed to accumulate, but shall promptly and regularly be removed from the site by the Contractor. Contractor's plant and temporary structures and excess materials shall be promptly removed from the site when they are no longer needed for the progress of the work.
- (b) On completion of the works, the Contractor shall promptly remove all remaining materials, rubbish, litter, debris, temporary structures, excess materials and plant and shall clean up the site and works to the satisfaction of the Engineer. The Contractor shall provide a written release from the Owner of the site used for the site offices and construction materials indicating satisfaction with the condition of the site.

20. CONTRACTOR'S GENERAL OBLIGATION

The Contractor is to include in his Contract Unit Prices and Lump Sums for the execution of all works or obligations, including any necessary licenses or permits, items required by the Drawings and Specifications but which have been omitted from the Form of Tender and other items required by the Contract but not specifically covered by or related to the other items in the Form of Tender. Particular attention is drawn to the Contractor's general obligation to provide, erect and maintain detours, including flagmen, signs, barricades, lights and watchman.

21. SANITARY CONVENIENCES

The Contractor shall provide and properly maintain in clean condition, a suitable and convenient privy or closet accommodation for his men, so that they shall not be a source of inconvenience, complaint or nuisance to the public or to the residents in the vicinity of the works.

22. PRESERVATION OF TREES

The Contractor shall be required to exercise utmost caution to ensure that no living trees or hedges are damaged by his operations or his execution of this Contract.

23. DISPOSAL OF MATERIALS

Refer to General Notes on Drawings.

24. IRON BAR MONUMENTS

The Contractor shall be responsible for replacement of iron bar monuments, damaged through his negligence, by an Ontario Land Surveyor. The Contractor shall mark iron bars with steel fence posts.

25. DUST CONTROL

The Contractor shall keep dust caused by trucking on paved streets to a minimum at his own expense either by sweeping or applying water.

26. DEFECTIVE WORK

If required, the Engineer may carry out inspections of the installed sewers by television camera, photographic camera or any other means and the Contractor shall provide at no additional cost to the Owner such unskilled assistance as the Engineer may require therefor. Provided that no defective work is indicated by such inspections, the whole of the cost for inspectors, trained operators, equipment rental and materials shall be borne by the Owner. If, however, defective work is indicated by such inspections, the Contractor shall bear a part of the total inspection cost in the proportion that the number of defective sections of sewer bears to the total number of sections inspected being defined as a length of pipe between adjacent manholes.

27. CONFLICTS AND OMISSIONS

In the event of any inconsistency or conflict in the contract documents, the following shall take precedence and govern in the following order:

- Addenda (i.e. precedence over Plans)
- Plans
- Form of Tender
- Information for Tenderers
- Supplementary General Conditions
- Specifications
- General Conditions

28. TRAFFIC SIGNS

Stop signs and/or yield signs removed during construction shall be replaced immediately when the street is reopened for use. The Contractor shall be responsible for damage caused to the signs during removal and erection. The permanent installation of the signs shall be by the Municipality after the project has been completed.

29. STREET NAME SIGNS

The Contractor shall remove and replace street name signs, as required.

30. LOCAL ROADS

The Contractor shall so conduct his operations on the site of these works that the use of adjacent roads by vehicles employed under this Contract will not endanger public, pedestrian and vehicular traffic thereon nor hinder the use of such facilities.

The Contractor shall clean and maintain the cleanliness of adjacent roads and the property occupied by him from waste material or refuse resulting from his operations to the satisfaction of the Engineer.

30. LOCAL ROADS (Cont'd)

Trucks hauling excavated material, cement, sand, stone or other loose material to or from the site shall have their loads trimmed and their bodies shall be tight in order that no spillage of their loads will occur.

In general, the Contractor's truck and equipment operations on all roads shall be governed by the Highway Traffic Act, local traffic ordinances and regulations of the local Fire, Police, Traffic and Works Departments.

Should the Contractor, in the opinion of the Engineer, be negligent in his duties in maintaining proper street cleanliness, the Owner will take the necessary steps to perform such cleaning and shall charge the Contractor all costs therefor.

31. ERRORS AND OMISSIONS BY CONTRACTOR

Errors, mistakes, omissions or unauthorized changes made by the Contractor or his agents, workmen or employees and all damage that may result therefrom shall be rectified by the Contractor at his own expense.

32. CONFLICT WITH UTILITIES

The Contractor shall expose utilities in advance of construction to assist the Engineer in determining if the proposed work will conflict with any existing plant. The onus shall be on the Contractor to anticipate if a conflict may occur and to proceed with exposing the existing plant far enough in advance to allow the Engineer to decide on remedial measures to resolve the conflict.

Delays resulting from the Contractor not allowing the Engineer sufficient time to enact remedial measures shall be at the Contractor's expense.

33. COST OF POWER AND FACILITIES AT THE SITE

The Contractor shall provide and shall bear the costs of all electricity, fuel, water and sanitary facilities required for, or at the site of, the works up to the date of acceptance by the Engineer. Such costs incurred after the said date shall be borne by the Owner save that any such costs incurred in completing unfinished work or rectifying deficiencies may, at the discretion of the Engineer, be charged against the Contractor.

34. REVIEW OF SHOP DRAWINGS (WHERE APPLICABLE)

The Contractor (or subcontractor or equipment supplier acting on behalf of the Contractor) shall submit to the Engineer, in accordance with a procedure to be stipulated by the Engineer, all shop, working or setting drawings required in order to make clear the work proposed. The Contractor shall make any changes in such drawings that the Engineer may require.

When submitting such drawings, the Contractor shall notify the Engineer in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements of the Engineer. The Engineer's review of such drawings shall not be construed as approval of such differences unless the Contractor has complied with the preceding sentence hereof and unless the Engineer has specifically approved such differences in writing. The Engineer's review of such drawings shall not relieve the Contractor from responsibility for the correctness of the drawings or the adequacy of the details shown on the drawings.

Work shall not be carried out before the Engineer's review of the shop, working or setting drawings relating to such work has been carried out.

35. MACHINERY AND EQUIPMENT SUPPLIED BY THE CONTRACTOR (WHERE APPLICABLE)

The Contractor is responsible for ensuring that all equipment supplied by him, or by any subcontractor under the Contract complies with the requirements of the Specifications for equipment, and that all suppliers of such equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

36. EXCESS LOADING OF MOTOR VEHICLES

The Contractor shall not cause or permit to be loaded beyond the capacity for which it is licensed, any vehicle used on the work under this Contractor, whether such vehicles are registered in the name of the Contractor or otherwise.

37. ERRORS IN CONTRACT DOCUMENTS

The Contractor shall review the contract documents and promptly report to the Engineer any error, inconsistency or omission he may discover. If the Contractor does discover any error, inconsistency or omission in the contract, he shall not proceed with the work affected until he has received corrected or missing information from the Engineer. The Contractor shall provide reasonable time at no cost for such resolution by the Engineer.

The Contractor shall accept all risks for any solutions assumed by him without the Engineer's consent pursuant to Sections 9 and 31.

38. AGENTS OF OWNER

The Contractor agrees that any indemnification or remedies available to the Owner as signator to this Contract shall be extended and be applicable to any agents of the Owner, including the Engineer.

39. SOLID WASTE AND RECYCLABLE REQUIREMENT

The Contractor will make accommodations to provide solid waste collection for any street he is working on. The solid waste and recyclables will be collected by the Contractor on solid waste collection day and taken to a central location for pickup by the solid waste Contractor.

40. PAYMENT ADJUSTMENT - HOT-MIX ASPHALTPAYMENT ADJUSTMENT FOR CHANGES IN THE MINISTRY OF TRANSPORTATION'S PERFORMANCE GRADED ASPHALT CEMENT PRICE INDEX

The Owner will adjust the payment to the Contractor based on changes to the Ministry's performance graded asphalt cement price index. The price index will be published monthly in the MTO Contract Bulletin and displayed on the OHMPA (www.ohmpa.org) and MTO website (www.raqs.merx.com/public/bulletin/articleView.jsf?articleId=516100538). The price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2006 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

40. PAYMENT ADJUSTMENT - HOT-MIX ASPHALT (Cont'd)

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne from the MTO price index for the month prior to when the tender was submitted. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot-mix tender items.

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot-mix accepted into the Work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

1. When AC Prices are Rising by more than a \$15.00/tonne difference: the payment adjustment to be paid to the Contractor is the result of subtracting the price index in effect when the tender was awarded from the price index in effect when paving took place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula. If the answer is negative, no adjustment is made.
2. When AC Prices are Falling by more than \$15.00/tonne difference: the payment adjustment made in favour of the owner is the result of subtracting the price index in effect when paving took place, plus \$15.00 from the price index when the tender was awarded, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity will be calculated using the hot-mix quantity accepted into the work and its corresponding asphalt cement content as required by the job mix formula.

TOWNSHIP OF MALAHIDE

SPECIFICATIONS

PART 2 WATERMAIN

Elgin County Supplemental Specifications for Watermain (Part 2) shall apply.

2.1 DESCRIPTION

(a) SCOPE OF WORK

The Contractor shall provide all labour, equipment, supervision and supply all material necessary to complete the work as shown in, described by or inferable from the Drawings and Specifications of the sizes and classes specified complete with valves, hydrants, appurtenances etc. The work shall include all necessary excavation, backfilling, flushing before testing, testing as noted below, and clean-up.

NOTE: The Contractor shall be responsible for SWABBING, CHLORINATING, TESTING and subsequent FLUSHING of the new watermain. The Contractor shall also be responsible for draining the water used for flushing and disinfecting to a proper outlet, including DECHLORINATION if deemed necessary by the Town.

2.2 MATERIALS - See Elgin County Supplemental Specifications Part 2 - Watermain

Materials, other than those listed, may be used subject to the approval in writing by the Engineer.

2.3 CONSTRUCTION METHODS - See Elgin County Supplemental Specifications Part 2 - Watermain(a) INSPECTION (COST TO BE BORNE BY OWNER)

All watermain installation shall be inspected by a representative of the Township, and/or the Consulting Engineer herein call the Inspector. The work shall be stopped by the Inspector if approved drawings are not on the site or there is an insufficient quantity of suitable materials on the site or if defective material or improper workmanship is being used. Work done in the absence of an Inspector may be ordered to be opened up for thorough examination and may be required to be rebuilt or replaced at no expense to the Town of Township.

At no time will an Inspector be requested to approve the installation of defective material or improper work. No verbal approval by an Inspector covering defective material or improper work will be construed as acceptance. Orders given by an Inspector relating to the material and workmanship shall be followed by the Contractor. Inspectors do not have the authority to layout work, give stakes, lines, levels or grades. The Contractor and the Owner will ensure that the trench is in accordance with the Trench Excavators Act and the Construction Safety Act and the responsibility for ensuring that these Acts are adhered to will not be part of the Inspector's responsibility.

If an Inspector from the Township is required, the Owner will pay the Township for the service of an Inspector at an hourly rate which will be quoted to the Owner prior to entering into an agreement. The hourly rate will be applicable on regular normal working days from 7:30 a.m. to 4:00 p.m. with the applicable overtime rates to be used outside of these hours.

Only those directions as provided herein and as given by Inspectors shall be binding upon the Township or the Contractor.

If the work on a site is widespread in the opinion of the Engineer, so that more than one Inspector is required, the Engineer shall provide additional Inspectors at the expense of the Owner.

Provision of an Inspector by the Township is not to be considered a substitute for supervision by the Owner. The Owner or his Contractor shall provide a competent and reliable agent or foreman, who shall be available on the job at all times during construction and shall be considered as acting for the Owner and all notices, communications, instructions or orders sent or served upon such persons shall be taken as served upon the Owner.

(b) MATERIAL HANDLING

All materials to be used in the installation must be loaded and unloaded by lifting with hoists or by skidding so as to avoid shock or damage. Under no conditions shall materials be dropped. Pipe being skidded shall not be rolled against pipe already on the ground. The lining and coating of pipes shall not be damaged. Any required repairs will be made at the expense of the Contractor in a manner satisfactory to the Engineer.

(c) SETTING OUT

Mains shall be laid and maintained to the required grades and locations with all valves, fittings, hydrants, etc. to be plumb and in accordance with the Drawing locations. Extensions may be required to allow the hydrants to be plumb.

2.3 CONSTRUCTION METHODS (Cont'd)(d) DIRECTIONAL DRILLING – REFER TO OPSS 450Scope

This specification covers the requirements for the installation of pipes by horizontal directional drilling.

Definitions

Directional drilling is defined as trenchless installation of pipes pulled through a drilled and reamed hole.

A pilot hole is drilled under and across the surface area that cannot be disturbed along a predetermined horizontal and vertical design profile. Direction and elevation is controlled by a steering mechanism in the drill string just behind the cutting head.

Reaming is enlargement of pilot hole to a suitable size to allow for the installation of the pipe.

Submission and Design RequirementsSubmissions

Submit shop drawings showing all equipment and plans required to complete the pipe installation by direction boring. This information shall include:

- a) Direction boring equipment and specifications;
- b) Sequence of operation;
- c) Location of entry and exit points;
- d) Location and positioning of individual plant items such as drilling equipment, slurry holding tanks, power generation units, slurry recovery units and pumps, etc;
- e) Disposal site for cuttings;
- f) Dewatering plan;
- g) Slurry management plan; and
- h) Frac out plan.

Design Requirements

Procedures, materials and water management plan to be acceptable to the Ministry of Environment (MECP), Ministry of Natural Resources (MNR), local Conservation Authority, and the other public agencies having jurisdiction over the project.

All plant, personnel, and construction activity must be contained within working areas or easement limits shown on the Contract Drawings.

Record Drawing Requirements

Record drawings shall be provided following pipe installation. Record drawings shall include the following details:

- a) Horizontal (plan) location of installed pipe tied to known reference points.
- b) Profile of the installed pipe with elevations.
- c) Location of all joints and flanged connections tied to known reference.
- d) Subsurface ground conditions encountered (soil, clay, rock, etc.)

2.3 CONSTRUCTION METHODS (Cont'd)

Equipment

The drilling equipment shall be suitable for installation of the pipe size and length required. The boring equipment shall consist of: the drilling rig, cutting and steering head, drill stems, power and control equipment, mixing tanks for drilling fluids and a slurry recovery system.

The steering system shall include a probe situated behind the cutting head that can interface with an above ground portable computer control console. The probe shall be able to indicate the orientation of the steering and cutting tool.

The cutting tool shall be steerable from the above ground computer control console so that any deviation from the design alignment can be corrected as boring progresses.

The drilling equipment shall be capable of being retractable and reset to a different horizontal alignment should obstacles such as boulders, tree roots, etc. be encountered. The Contractor shall not change the vertical alignment without the approval of the Engineer.

A surface probe shall be provided that can detect the location and depth of the cutting tool/steering system. The surface probe shall be used to confirm that the pipe alignment is within the easement and at the location identified.

Construction

General

The Contractor shall provide all necessary equipment, drilling fluids, and power to perform the work specified.

Dewatering

The proposed dewatering method for the entry and exit pits and all excavations shall be included in pipe/appurtenance prices and shall not be modified without written consent from the Engineer.

All water extracted during any dewatering process shall be diverted through a filter system or settling ponds/basins to ensure minimum sediment transport (as per OPSS 518). The filter system or ponds/basins shall be located so as not to interfere with normal construction activity and the public use of such areas.

Line and Grade

Line and grade control will be maintained to the locations and elevations on the Contract Drawings. Variations in grade will not be acceptable.

The control system must be capable of maintaining line and grade to 100 mm over the total distance between the ground entry and exit points.

Soil Transportation System

The directional boring system shall have a slurry system designed to enable excavated soil removal. The slurry system shall have a system of screens and desilting/ sedimentation tanks to separate the soil from the slurry. The drilling fluids may be transported to the drill rig for reuse. Disposal of the slurry on-site or into drainage systems will not be permitted

2.3 CONSTRUCTION METHODS (Cont'd)

Entry and Exit Points

The Contractor shall review site conditions and make an assessment of entry and exit points. Assessment shall take the following items into consideration:

- a) Entry and exit angles to facilitate boring equipment and allow for pulling pipe into reamed hole.
- b) Setbacks or open cut excavation requirements at entry and exit points to provide the pipe profile and construction of appurtenances as indicated on the Contract Drawings.
- c) Location of other surface features (eg. adjacent structures, walkways, fences, poles, trees, etc.)
- d) Location of other underground features (eg. utilities, foundations, etc.)
- e) Protection of water courses against the transport of excavated or other materials into receiving waters.

Pipe Installation

High Density Polyethylene (HDPE) pipe shall be butt fusion welded to the required length at ground surface. PVC pipe shall be joined using the "Terra Brute", "Cobra Lock", fusible PVC or approved jointing process. The pipe shall not be laid to a radius greater than that recommended by the pipe manufacturer.

The successfully tested pipe shall then be installed in the reamed hole. The Contractor shall ensure by the use of shear couplings or other means that the amount of tension applied does not exceed the tensile capacity of the pipe during the pipe installation process.

The Contractor shall allow sufficient time for the longitudinal stresses in the HDPE to dissipate before the pipe is cut for connection.

The installed pipe shall be cut to the length and at elevations detailed in the contract drawings. The ends of HDPE pipe shall be prepared for butt fused flanged connections. All joints shall be restrained. Use of concrete thrust blocks for restraint shall not be permitted.

Tracer Wire

Refer to Section 2.5 of Elgin County Supplemental Specifications Part 2 - Watermain for additional details.

Disposal of Materials

Surplus excavated material and slurry shall be disposed off-site. The Contractor shall make his own arrangements for off-site disposal and for carrying out soil tests to ensure that disposal is consistent with MECP guidelines, policies and regulations.

2.4 MEASUREMENT AND PAYMENT(a) PIPE INCLUDING SERVICES

Mainline watermain shall be measured horizontally and paid for in lineal metres measured through in-line fittings and valves to the fittings used for connection to the existing system, unless otherwise noted in the Form of Tender.

- excavation and dewatering
- supply and placing of pipe
- supply and placing of bedding and imported backfill material up to road subgrade
- disposal of unsuitable and excess material
- connecting to and/or capping of existing systems
- fittings, including sleeves, tees, bends, not necessarily shown on Drawings
- S.S. saddle, mainstop, and tapping of main
- polyethylene encasement if applicable
- tracer wire if applicable
- adaptors when connecting to existing water services
- removal of existing pipe including separation from backfill
- sheeting and shoring or trench liner where required
- supports for utility crossings
- thrust rods and clamps
- concrete thrust blocks if applicable
- swabbing of watermains
- testing, chlorinating, and flushing watermains
- dechlorination of water used for disinfecting watermain
- maintaining flow in existing watermains
- relaying and/or supporting sewers to maintain flow
- temporary water service to properties affected by watermain construction
- temporary and permanent capping
- exposing utilities in areas of anticipated conflict prior to laying watermain
- grade revision to avoid conflict with existing utilities
- Denso protection
- anodes for cathodic protection, including Protecto Caps
- trucking excavated material in lieu of stockpiling adjacent to trench if specified
- temporary support of utility poles
- plugging abandoned pipes, to remain in place, with cement mortar
- RESTORATION OF SURFACE FEATURES as indicated on the Drawings
- salvage of existing hydrants and valves for owner if requested.

(b) VALVES

The unit price tendered shall include supply and installation, complete with extension valve chamber (box), stem extension if required, stone, filter fabric and thrust restraint.

2.4 MEASUREMENT AND PAYMENT (Cont'd)(c) FIRE HYDRANTS

The unit price tendered shall include supply and installation, complete with gate valve, valve box and connections from the hydrant to the main, stone pocket, thrust rodding and blocking, hydrant extensions, tracer wire, and access box if required.

(d) BORING AND JACKING CASINGS (IF APPLICABLE)

The lump sum prices for the crossings shall be compensation in full for the completion of the work as described in the Form of Tender and on the Drawings. The limits for payment purposes are indicated on the Drawings. There will not be any additional payment for repeated attempts at completing the boring or for any casing abandoned as a result of repeated attempts.

(e) MISCELLANEOUS

All other items shall be measured and paid for at the unit or lump sum prices bid in the Form of Tender and as described or reasonably inferred on the Drawings.

Unless indicated otherwise in the Form of Tender, other items shall include the supply of materials, equipment and labour necessary to complete the item.

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ELGIN COUNTY STANDARD CONTRACT DOCUMENTS

SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS WATER

SUPPLEMENTAL SPECIFICATIONS - WATER

Part 1 AMMENDMENTS TO ONTARIO PROVINCIAL STANDARDS FOR ROADS AND PUBLIC WORKS

OPSS.MUNI 401 CONSTRUCTION SPECIFICATION FOR TRENCHING, BACKFILLING AND COMPACTION

401.05.01 Bedding and Embedment Material

Section 401.05.1 is deleted and replaced with the following:

Bedding and Embedment Material shall be Granular B, Type I, II or III, with 100% passing the 26.5mm sieve.

401.05.02 Cover Material

Section 401.05.02 is deleted and replaced with the following:

Cover material shall be Granular B, Type I, II or III, with 100% passing the 26.5mm sieve.

401.05.04 Backfill Material

401.05.04.01 General

Section 401.05.04.01 is deleted and replaced with the following:

Backfill material shall be Native Material generated by trenching operations. All material shall be free from frozen lumps, cinders, ashes, organic matter, rocks and boulders over 150 mm in any dimension, and other deleterious material.

Backfill material shall be placed in small lifts no greater than 600mm and compacted with the appropriate pad foot (cohesive soil type) or smooth drum roller (non-cohesive soil type) or as specified by the Projects Geotechnical Report. Material shall be compacted to min. 98% SPMDD. When native material is deemed unsuitable by the Contract Administrator, backfill material shall be Granular B, Type I, II or III, with 100% passing the 26.5mm sieve.

401.07 CONSTRUCTION

401.07.10 Backfilling and Compacting

401.07.10.03 Bedding

The first paragraph of subsection 401.07.10.03 is deleted and replaced with the following:

Pipe bedding shall be Bedding Class B unless otherwise specified in the Contract Documents.

401.10 BASIS OF PAYMENT**401.10.01 Trenching, Backfilling, and Compacting**

Paragraph 4 of Subsection 401.10.01 is deleted and replaced with the following:

When excavated on-site material is deemed unacceptable for use by the Contract Administrator for backfill, an adjustment in the Contract Payment shall be at the tendered unit rate for Granular Backfill Material. When a tendered unit rate is not available, price shall be made, in accordance with Subsection OPSS.MUNI 100, General Conditions of Contract, GC 5.04 - Substitutions. Payment for the volume of granular material will be based on actual field measurements.

**OPSS.MUNI 441 CONSTRUCTION SPECIFICATION FOR WATERMAIN
INSTALLATION IN OPEN CUT****441.05 MATERIALS****441.05.01 General**

Subsection 441.05.01 is amended by the addition of the following:

All watermain pipe shall be polyvinyl chloride (PVC) Class 235 DR 18 or molecularly oriented polyvinyl chloride (PVCO) Class 235 unless otherwise specified in the Contract Documents.

All potable water services shall be cross-linked polyethylene (PEX) unless otherwise specified in the Contract Documents.

441.05.02 Ductile Iron Pipe

Subsection 441.05.02 is amended by the addition of the following:

Ductile Iron (DI) pipe shall be thickness Class 52 and shall have cement mortar lining and polyethylene encasement unless otherwise specified in the Contract Documents. Polyethylene encasement shall conform to AWWA C105. Electrical continuity shall be provided by means of copper strips, wedges or other approved devices.

The working pressure rating for Ductile Iron pipe shall be 350 psi.

441.05.04 Polyvinyl Chloride Pipe**441.05.04.01 General**

Subsection 441.05.04.01 is amended by the addition of the following:

All fittings on PVC pipe 200 mm diameter and smaller shall be polyvinyl chloride.

Ductile Iron push-on fittings are not approved for use with PVC pipe. Mechanical joint Ductile Iron fittings shall be used when they are an integral part of the restraining system.

441.05.04.02 Polyvinyl Chloride Pipe

Subsection 441.05.04.02 is amended by the addition of the following:

Polyvinyl chloride (PVC) pipe up to and including 300 mm diameter shall be Class 235 DR 18 and shall have Cast Iron O.D. dimensions.

441.05.04.03 Molecularly Oriented Polyvinyl Chloride Pipe (PVCO)

Subsection 441.05.04.03 is amended by the addition of the following:

Molecularly Oriented Polyvinyl Chloride Pipe (PVCO) pipe up to and including 300 mm diameter shall be CSA certified to B137.3.1 with a pressure class of 1620 kPa (235 psi) and shall have Cast Iron O.D. dimensions.

Molecularly Oriented Polyvinyl Chloride Pipe (PVCO) pipe is not approved for pipe sizes greater than 300mm diameter.

441.05.05 Polyethylene Pipe

Subsection 441.05.05 is amended by the addition of the following:

Polyethylene Pipe shall be Class 160 DR 11 unless otherwise specified in the Contract Documents. Polyethylene Pipe shall be manufactured with blue colour stripes indicating potable water.

Cross-Linked Polyethylene (PEX) potable water service tubing for service connections shall be in accordance with ASTM F876-05, ASTM F877-05, CSA-B137.5 and NSF 61.

Minimum size for PEX potable water service tubing is 25mm diameter.

Cross-Linked Polyethylene PEX potable water service tubing is to be used with standard copper O.D. brass fittings. PEX tubing ends to be installed with stainless steel inserts and be installed with tracer wire for its entire length.

441.05.06 Steel Pipe

Subsection 441.05.02 is amended by the addition of the following:

Steel pipe shall be Grade 42 with a minimum wall thickness of 6.35 mm and shall have cement mortar lining and polyurethane surface exterior coating unless otherwise specified in the Contract Documents. Polyurethane surface exterior coating shall conform to AWWA C222.

441.05.07 Copper Pipe

Subsection 441.05.02 is deleted and replaced with the following:

Copper pipe is not approved for use in the County of Elgin

An anode shall be provided and installed in accordance with OPSS.MUNI 442 on all existing copper pipes encountered during construction.

441.05.08 Composite Pipe

Subsection 441.05.08 is deleted and replaced with the following.

Composite pipe is not approved for use in the County of Elgin

441.05.09 Valves

441.05.09.01 General

Paragraph 1 of Subsection 441.05.09.01 is deleted and replaced with the following:

Valves shall open by operating in the direction specified by the local operating authority.

Township of Southwold: Open in a counter clockwise direction

Municipality of West Elgin: Open in a counter clockwise direction

Township of Malahide: Open in a counter clockwise direction

Paragraph 1 items a), b), c), and d) of Subsection 441.05.09.01 are deleted and replaced with the following:

a) Valves less than 75 mm shall be brass or bronze ball valves.

b) Valves greater than or equal to 75 mm shall be cast or ductile iron gate valves

Subsection 441.05.09.01 is amended by the addition of the following:

Valves for buried installation sizes 100mm to 200mm diameter shall have bell ends. Valves for buried installation sizes 250mm to 400mm diameter shall have mechanical joint ends to provide adequate mechanical thrust restraints.

Valves located in chambers must be flanged faced and supplied with Type 316 stainless steel nuts, bolts and washers.

All flanges, bonnet nuts, nuts, bolts and washers shall be protected from corrosion by using Denso paste, profiling mastic and petrolatum tape (or approved equal).

Shaft spindles shall have O-ring seals of resilient materials.

All valves greater than 300mm located inside of a chamber must be supplied with a geared operator (spur or bevel) as required and operational from the surface. Geared operators shall consist of carburized alloy steel spiral bevel or spur gears with shafts operating in antifriction bearings. Geared operators are to be self-contained units, permanently lubricated and totally enclosed in an impact resistant cast iron housing.

All valves shall be supplied with a valve rod extension. Valve rod extensions shall be 25mm solid square rod manufactured with a bottom end to fit over 50mm square valve nut and top end consisting of a guide plate and 50mm square nut. Valve rod extension shall terminate within 150mm to 300mm of the top of the valve box.

Valves shall be supplied with a 130mm diameter screw type cast iron valve box, guide plate and deep style cover.

441.05.09.02 Service Line Valves

Subsection 441.05.09.02 is amended by the addition of the following:

Main stop service line valves shall be high pressure class brass ball valves with threaded inlet and compression outlet, unless otherwise specified in the Contract Documents.

Curb stop service line valves shall be brass ball valves with compression inlet and compression outlet, unless otherwise specified in the Contract Documents.

Service line valves for 38mm diameter and larger water services shall have a 50mm square operating nut.

All service line valves shall be equipped with a thaw nut connector for tracer wire connection.

441.05.09.03 Gate Valves

Subsection 441.05.09.03 is amended by the addition of the following:

All gate valves must be epoxy coated inside and out (minimum of 3 mm thickness) in accordance with AWWA C550.

441.05.10 Hydrants

Subsection 441.05.10 is amended by the addition of the following:

Hydrants shall open by operating in the direction specified by the local operating authority.

Township of Southwold: Open in a counter clockwise direction

Municipality of West Elgin: Open in a counter clockwise direction

Township of Malahide: Open in a counter clockwise direction

Fire hydrant laterals shall be PVC DR 18 Class 235 or PVCO Class 235.

Fire hydrant extensions as required for deeper bury are to be obtained from the fire hydrant manufacturer. A maximum of one (1) 300mm extension is permitted per hydrant.

Fire hydrants shall have a chrome yellow high gloss exterior paint over quick dry red oxide primer.

Hydrants shall be installed a minimum of 1.5m from the edge of a driveway.

The hydrant shall have mechanical joints.

All hydrants shall be three-way with two (2) standard hose connections and one (1) STORZ connection. The STORZ nozzle shall be bronze according to ASTM B584 with a cast iron cap painted black.

Approved hydrants are:

Canada Valve	Century
McAvery	M-67 with break flange
AVK	27/00 or 27/80

441.05.12 Service Connection Fittings and Appurtenances

Subsection 441.05.12 is deleted in its entirety and replaced by the following:

Service Saddles

25 mm diameter services may be direct tapped into all sizes of DI and CI watermains except 100 mm diameter. A service saddle must be used for a 25 mm diameter service into a 100 mm diameter main.

Service saddles must be used for all sizes of service into PVC pipe and for 40 mm and 50 mm services into CI and DI pipe.

All saddles shall have AWWA thread outlet.

Saddles for DI and CI and Asbestos Cement pipe shall have ductile iron epoxy body with electro galvanized steel double straps and bolts and shall be installed as per the manufacture's specifications using torque wrench.

Saddles for PVC pipe shall be full circumference wide band with stainless steel band, nuts, bolts and outlet. Band shall be Type 304 Stainless Steel of minimum 18-gauge thickness

Couplings

Couplings shall be brass with compression inlet and outlet in accordance to AWWA C800. Couplings shall be full bore.

Service Boxes and Rods

Service boxes for 25mm diameter water services shall be cast iron type to suit curb stop and shall have 25 mm hexagonal brass lid plug. Length shall be adjustable to suit depth of service.

Service boxes for 38mm diameter and larger water services shall be 130mm diameter cast iron screw type with a Bubba base and shall have rod extension. Length shall be adjustable to suit depth of service.

Service rods shall be Type 304 stainless steel of minimum 13 mm diameter including stainless steel cotter pins.

Curb stops shall be provided with a brick base.

441.07 CONSTRUCTION

441.07.07 Transporting, Unloading, Storing, and Handling Pipe

Subsection 441.07.07 is amended by the addition of the following:

Pipes shall be handled with special care during temperatures below freezing.

Pipe shall be lowered into the trench carefully. Under no circumstances are materials to be dropped. The lining and coatings of pipes shall not be damaged.

441.07.14 Installation of Pipes

Paragraph 3 of Subsection 441.07.14 is deleted and replaced with the following:

When the Owner raises or lowers the invert of a watermain by up to 300 mm, it shall not constitute a Change in the Work and no adjustment shall be made to the payment. When the invert of a watermain is raised or lowered by more than 300 mm, then this shall constitute a Change in the Work for the full extent of the change from the original grade.

Subsection 441.07.14 is amended by the addition of the following:

Pipes shall not be exposed to localized high temperatures except as required for the jointing process.

Pipes shall be laid on the prepared bed, true to the line and grade as shown on the contract drawings. The barrel of each pipe shall be in contact with the shaped bed throughout its full length. The ends of the pipe shall abut against each other so that there is no unevenness along the inside. Grades shall be maintained by laser beams.

STANDARD CONTRACT DOCUMENTS**WATER**

Pipe shall be laid with the bell ends facing in the direction of laying. At grades above 10 percent for PVC and DI pipe and 5 percent for concrete pressure pipe and steel bell and spigot pipe, laying shall start at the bottom with the bell ends facing upgrade.

Pipe shall not be laid when, in the opinion of the Contract Administrator, trench conditions are unsuitable.

Use of watermain offsets must be indicated in the Contract Documents or in the case of unforeseen obstructions written approval of the Contract Administrator must be obtained.

Where a connection is being made between the existing watermain system and new watermain being constructed, the new watermain is to be commissioned fully before the connection is made. The existing pipe is to be protected at all times from damage and from the potential of contamination to the system. Any opening made to the existing watermain system for a future connection is not to be made until such time as the connection can be made.

441.07.17 Change in Line and Grade**441.07.17.03 Polyvinyl Chloride Pressure Pipe - PVC and PVCO**

Subsection 441.07.17.03 is deleted and replaced with the following:

Axial bending (bending of the pipe barrel) is prohibited.

For PVC pipe any change in direction of the watermain in excess of 50% of the pipes manufacturer's allowable joint deflection shall be made using an appropriate fitting.

441.07.18 Installation of Valves and Fittings**441.07.18.01 General**

Subsection 441.07.18.01 is amended by the addition of the following:

Damage to Epoxy coating shall be repaired prior to installation, as per manufacturer's recommendations and shall be certified correct by the manufacturer.

441.07.19 Installation of Hydrant Sets

Subsection 441.07.19 is amended by the addition of the following:

Fire hydrants are to be installed at a grade, whereby the fire hydrant boot has a minimum bury of 1.7m to a maximum bury of 1.9m, measured from the base of the fire hydrant boot to finished grade. In cases where the depth of the watermain is greater than 1.9m, bends may be used to offset the hydrant lateral (past the gate valve) to achieve the standard fire hydrant boot depth. A 300mm (maximum) fire hydrant barrel extension may also be used. All offsets and extensions must be approved and inspected by the Contract Administrator.

Damage to the fire hydrant paint coating shall be repaired prior to installation, in accordance with the manufacturer's recommendations.

Hydrants shall be set at a grade whereby the final grading of the street or area shall be a minimum of 75mm to a maximum of 150mm from the break flange of the hydrant to the final grade. Grading which results in a depression or ponding at the hydrant will not be accepted.

441.07.20 Installation of Services Connections

Subsection 441.07.20 is amended by the addition of the following:

All Service connections shall be installed perpendicular to the watermain from the curb stop to the watermain unless otherwise specified by the Contract Documents or approved by the Contract Administrator.

No service connections to any users or use of the water from a main will be permitted until the main has been cleaned and passed pressure, leakage and disinfection tests.

All service boxes that fall within a concrete sidewalk or driveway, shall have a 100mm long piece of 10M reinforcing steel rod welded horizontally to the underside of the service box cover, approximately 40mm below the surface, to prevent frost heave.

A surface stake 40mm X 90mm X 450mm long and painted blue shall be placed after trench restoration to mark the termination of a water service.

441.07.21 Shutting Down or Charging Mains

Subsection 441.07.21 is deleted in its entirety and replaced with the following:

The Contractor shall at no time cause watermains that are in service be shut down or charged, or operate any valve or other control for any purpose.

Operation of valves, hydrants, blow-offs and curb stops shall be performed solely by the local authority's Water Operator.

At least 24-hour notice must be given to the Owner when valves which will shut off services to consumers are required to be operated. The Contractor shall give written notice of interruption of service to all affected consumers at least 24 hours before the interruption occurs. The notice shall inform the affected consumer of the hour when the water service will be interrupted and the approximate hour that the water service will resume. The Contractor shall obtain notice cards from the Owner/Operator and shall distribute them at no expense.

441.07.22 Connections to Existing Watermains

Subsection 441.07.22 is amended with the addition of the following:

All connections to existing watermains shall be made under the supervision of the local authority's Water Operator. At least 24-hour notice must be given to the Owner/Operator prior to the connection.

The work of connecting to existing watermains shall include dewatering.

441.07.23 Thrust Restraints

Subsection 441.07.23 is deleted and replaced with the following:

Thrust restraint shall be provided at all fittings, bends, tees, valves, hydrants, crosses, reducers, and plugged or capped dead ends. All fittings and joints 300mm diameter and smaller shall be restrained in accordance with the County of Elgin Standard Drawing W-01. For watermains larger than 300mm diameter or installation situations not included in County of Elgin Standard Drawing W-01, the restrained length shall be shown on the shop drawings as recommended by the pipe manufacturer and approved by the Contract Administrator.

Shop drawings and calculations for thrust restraints for watermains larger than 300mm diameter shall be based upon the following criteria:

- Hydrostatic test pressure is 1035kpa (150psi)
- For poly wrapped DI pipe refer to AWWA C600
- For PVC pipe refer to AWWA C900, UNI-BELL and pipe suppliers manuals;
- Depth of bury is at a minimum of 1.7m (5.5ft)
- Steel rods are to be a minimum of 20mm in diameter
- Trench type shall be Type 3 as per AWWA C150 Trench Conditions (Pipe bedded in 100mm minimum loose soil. Backfill lightly consolidated to top of pipe)
- Joints shall be designed for the same design test and surge pressure rating as the pipeline
- Factor of Safety shall be 2:1
- Soil type shall be CL as per "Unified Soils Classification Systems. ASTM Standard D248

Only restrained joint products specifically designed for use with the pipe material shall be used.

Concrete thrust blocks shall not be used as thrust restraint unless otherwise specified in the Contract Documents. All thrust restraint shall be designed to adequately provide the minimum amount of pipe/joint restraint required by mechanical restraint device alone.

All joint thrust restraint devices must meet or exceed the minimum requirements of ASTM F 1674-96 and shall be UL listed and FM approved.

Restraining glands 100mm diameter to 300mm diameter shall be manufactured of high strength ductile iron conforming to the requirements of ASTM A536, Grade 65 45 12 (minimum). Restraining glands 400mm diameter to 600 mm diameter shall be manufactured of structural steel conforming to the requirements of ASTM A36. Restrain devices shall incorporate a series of machine serrations on the inside diameter to provide 360-degree contact and support of the pipe wall.

Joints shall be designed for the same design, test and surge pressure ratings as the pipeline in accordance with AWWA-M23

All restraints are to be torqued to manufacturer's specifications using a calibrated torque wrench. If power equipment is used during installation, it is to be set as not to over tighten the bolts before they are properly torqued.

For installation of thrust restraints on DI pipe refer to AWWA C600. For installation of thrust restraints on PVC pipe refer to UNI-BELL, AWWA M-23 and ASTM F1674. Tie rods and clamp assemblies shall be wrapped in Denso paste and Tape (to manufacturer's specifications) or approved equal.

441.07.24 Hydrostatic Testing

441.07.24.01 General

Subsection 441.07.24.01 amended with the addition of the following:

Hydrostatic testing shall be conducted under the supervision of the local authority's Water Operator.

The Contractor shall assume all responsibility when testing against existing or new line valves. The Contractor is to provide all bulkheads, taps, fittings and pipe thrust restraint necessary to undertake pre-qualification or final testing.

The Contractor is to provide means of obtaining water. Test section shall be filled slowly with water making sure that all air is removed from pipeline.

441.07.25 Flushing and Disinfecting Watermains

Subsection 441.07.25 is deleted and replaced with the following:

Flushing and disinfecting watermains shall be conducted under the direction and supervision of the local authority's Water Operator and the Contract Administrator. The local authority's Water Operator and the Contract Administrator shall be notified at least four days in advance of the proposed date on which such operations are to commence.

STANDARD CONTRACT DOCUMENTS**WATER**

The Contractor shall submit a written plan of the proposed cleaning, flushing and disinfection procedure to the Contract Administrator and the local authority's Water Operator for approval two (2) weeks prior to the operation.

Watermains shall be flushed and disinfected in a sequence approved by the Contract Administrator. The Contract Administrator may permit or require the flushing and disinfecting to be carried out in stages as sections of the system are completed. Flushed sections shall be protected from contamination.

Watermains shall be cleaned and flushed before hydrostatic testing and disinfection is done.

Location of discharge points for flushing and disinfection of watermains shall be approved by the local authority's Water Operator and the Contract Administrator prior to the work.

The Contractor shall supply all labour and materials necessary for the cleaning, flushing and disinfection of the pipe.

Cleaning and Flushing of Watermains

Watermains shall be cleaned and flushed in accordance with the Owner/Operator's standard operating procedures.

All watermains shall be cleaned by the use of a minimum of four (4) swabs introduced at special entry sections or as directed by the local authority's Water Operator and forced by water pressure through the main to exit points approved by the local authority's Water Operator and the Contract Administrator. Cleaning shall be repeated until 2 consecutive swabs exhibit no discoloration and the discharge water is clear and approved by the local authority's water Operator.

All swabs must be open cell polyurethane foam, having a density of 24 kilograms per cubic meter. The diameter of the swab shall be 1.25 times the outside for pipe diameters up to and including 300mm and 1.50 times the outside for pipe diameters greater than 300mm. The length of the swab shall be 2 times the pipe diameter.

Disinfection of Watermains

The main shall be disinfected according to instructions listed in the Ontario Ministry of Environment and Climate and Parks (MECP) Watermain Disinfection Procedure. Where the procedure references AWWA C651, the most current version of the Standard shall be followed.

AWWA C651 Sections 4.3.9 Backflow Protection and 4.6 Final Connections to Existing Mains are required and are not optional. The Contractor shall use a certified backflow device provided by the local authority's Water Operator.

STANDARD CONTRACT DOCUMENTS

WATER

After flushing is completed, water from the existing distribution system shall be allowed to flow at a controlled rate into the new pipeline. Liquid chlorine solution shall be introduced so that the chlorine is distributed throughout the section being disinfected. The chlorine shall be applied so that the chlorine concentration is 50 mg/litre minimum throughout the section. The system shall be left charged with the chlorine solution for 24 hours.

Sampling and testing for chlorine residual shall be carried out by the local authority's Water Operator. The chlorine residual shall be tested in the section after 24 hours. If tests indicate a chlorine residual of greater than 40% of the initial dosage remaining (30 mg/litre minimum), the section shall be flushed completely and recharged with water normal to the operation of the system. If the test does not meet the requirements, the chlorination procedure shall be repeated until satisfactory results are obtained.

Following a minimum 16-hour rest period after the system has been recharged, the local authority's Water Operator shall take samples for bacteriological tests. Two sets of samples shall be collected at each sampling location, a minimum of 15 minutes apart while the sampling taps are left running. Samples shall be collected from every 350 m of the new watermain plus one sample from the end of each of the line and at least one sample from each branch. The samples shall be submitted to an accredited laboratory and analyzed for E. coli, Total Coliform, and Heterotrophic Plant Count (HPC) bacteria. If there is any indication of contamination with E. coli within any sample taken, the disinfection procedure shall be repeated. If there is any indication of contamination with Total Coliforms or HPC count of > 500 CFU/mL, the watermain shall be flushed and HPC and coliform sampling repeated. If resample results are unsatisfactory, the disinfection procedure shall be repeated.

The new watermain will not be connected to the distribution system until all samples show the absence of Total Coliform and E. Coli and an HPC of less than 500 CFU/milk. Once all sampling is to the satisfaction of the Operating Authority, clearance will be given to connect to the distribution system.

The system shall not be put into operation until approval has been given by the Contract Administrator. All final connections shall be witnessed by the local authority's Water Operator.

The Contractor shall not make any claims for delays associated with awaiting test results.

441.07.27 Management of Excess Material

Subsection 441.07.27 is amended with the addition of the following:

Acceptable means of disposal are by discharge to storm sewer or open environment (drainage ditch or receiving water) with a free chlorine residual of 0.0 mg/L (i.e. no detectable level of chlorine).

Discharge of chlorinated water directly to sanitary sewer will not be permitted.

When discharging to the open environment or storm sewer, the contractor shall ensure the effectiveness of the dechlorination process. The Contractor shall provide a written plan for the dechlorination process which is to be submitted to the Contract Administrator and approved.

STANDARD CONTRACT DOCUMENTS**WATER**

At a minimum the plan shall include:

- i) The chemical proposed to be used to dechlorinate, the proposed equipment and methodology for dechlorination, the proposed point of discharge and the receiving body (i.e. storm sewer, open environment, ditch, drain, water course).
- ii) The process proposed and how it will ensure adequate dosing and mixing of the dechlorination compound prior to discharge.
- iii) The measures in place to prevent erosion at the point of discharge and downstream.
- iv) The method and location of monitoring to ensure no chlorine residual remains downstream of the point of discharge.

Adequate mixing and dosage of the chemical with chlorinated water must be ensured.

The contractor shall document the dechlorination and monitoring process. These records shall be made available to the local authority's Water Operator upon request.

OPSS 493 CONSTRUCTION SPECIFICATION FOR TEMPORARY POTABLE WATER SUPPLY SERVICES

493.04 Design and Submission Requirements

493.04.01 Submission Requirements

The following text is added preceding paragraph 1:

A temporary potable water supply sketch may be supplied by the Contract Administrator during the tender process. The intent of this sketch is to show the general layout and sizing of the system and is to be used as a guiding document only in preparation of the Temporary Potable Water Supply Service Plan.

OPSS.MUNI 510 CONSTRUCTION SPECIFICATION FOR REMOVAL

510.10 Basis of Payment

510.10.01 Removal of Item

Paragraph 2 of Subsection 510.10.01 is deleted and replaced with the following:

Imported granular backfill shall be included in the tender item for the removal specified in Contract Documents.

SUPPLEMENTAL SPECIFICATIONS – WATER

Part 2 ELGIN COUNTY SUPPLEMENTAL SPECIFICATIONS FOR WATER

2.1 Materials

All material used in the construction of the water distribution system that is in contact with the water shall be conforming to NSF 60, 61 and 372.

2.2 Tapping Sleeves and Valves

Tapping valves shall be according to AWWA C500.

Tapping sleeves and valves shall be supplied and installed by the Contractor. All tapping of commissioned watermains shall be completed by the local authority's Water Operator.

Tapping of watermain that has not been commissioned is permitted. All tapping must be undertaken by competent workmen equipped with tapping machines and other required equipment satisfactory to the Contract Administrator.

All tapping valves shall open by operating in a clockwise direction.

Size on size taps are not permitted unless otherwise specified in the Contract Documents. The diameter of the connection must be at least one size smaller than the diameter of the watermain to be tapped.

2.3 Corrosion Protection

Corrosion Protection shall be according to OPSS.MUNI 442.

All cast iron (CI) and ductile Iron (DI) fittings must be installed with a high purity magnesium anode in accordance with County of Elgin Standard Drawing W-20. Anode must be attached to fitting using a CADWELD and coated with mastic (Handy Cap IP or approved equal).

Epoxy coated gate valves do not require anodes.

Following installation, anodes shall be saturated with water to ensure immediate operation.

Connections to steel mains shall be electrically insulated. Materials used to electrically insulate steel mains shall be installed in accordance with the manufacturer's recommendations.

All flanges, nuts, bolts and washers shall be protected from corrosion by using Denso paste, profiling mastic and petrolatum tape (or approved equal).

Petrolatum tape systems shall be comprised of three components; paste, mastic and tape and meet the requirements of AWWA C217. Mastic must contain polystyrene beads and paste and tape must be of the same manufacturer as mastic to ensure compatibility. The three components provided shall be manufactured under ISO 9001 standards to ensure consistency of quality of products and substantiating documentation is to be provided upon request.

2.4 Thermal Insulation

Thermal insulation for watermains shall be extruded expanded polystyrene boards according to the requirements of CAN/ULC S701 with a minimum compressive strength of 690 kPa. The minimum thickness for thermal insulation shall be 50 mm.

Thermal insulation shall be provided at all locations where the depth of cover over the watermain is less than 1.7 meters.

Thermal insulation shall be provided at all locations where the separation from the watermain to a sewer, sewer structure or culvert is less than 0.6 meters.

Installation of Thermal insulation shall be in accordance with Elgin County Standard Drawing W-21.

Measurement and payment for Thermal Insulation shall be in square metres and shall be full compensation for all labour, equipment and materials required to carry out the work.

2.5 Tracer Wire

Tracer wire shall be installed on all non-metallic watermains, hydrants laterals and water services except where such water service pipe is of copper material. The wire shall be installed in such a manner as to be able to properly trace all watermains, hydrant laterals and water services without loss or deterioration of signal or without the transmitted signal migrating off the tracer wire.

Tracing wire for watermain installed by open cut method shall be #12 AWG single strand, high strength copper-clad steel with 30mil of blue HDPE insulation in accordance with ASTM-D-1248, specifically manufactured for direct burial applications and shall have a minimum break load tensile strength of at least 200 kg (450 lbs). Tracer wire for installation by directional drilling shall have a minimum break load tensile strength of at least 520 kg (1150 lbs).

Except for approved spliced in connections, tracer wire shall be continuous and without splices from valve to valve, valve to fire hydrant or fire hydrant to fire hydrant. Joints in the wire between valves and/or hydrants will not be permitted.

At each valve a loop of wire shall be brought up inside the valve box at the top of the box below the top of the valve cover in accordance with County of Elgin Supplemental Specifications – Water, Standard Drawing W-09.

At each hydrant, tracer wire shall be brought up into a tracer wire access point and connected to the terminal. A minimum of 1.0m slack in the tracer wire shall be provided in the tracer wire access point. Tracer wire access points shall be blue in color with a minimum of two terminals and shall be flange mounted (Copperhead Industries Cobra Access Point or approved equivalent).

At each water service, tracer wire shall be connected to both the main stop and the curb stop with an approved electrical thaw nut connector.

All splices or repaired wire connections in the tracer wire system shall be made using waterproof connectors specifically rated for underground applications.

At the point of connection between cast iron or ductile iron watermains, with any non-iron watermain, the tracer wire shall be properly connected to the iron pipe with a thermite weld or approved equivalent. All tracer wire welds onto existing cast or ductile iron pipe shall be completely sealed with the use of an approved mastic type sealer specifically manufactured for underground use and shall be protected from contamination by the backfill material with the use of a plastic membrane. As an alternative, approved equivalent prefabricated assemblies (Chace/Royston Handy Cap IP or approved equal) may be used. In all cases, the pipe is to be properly cleaned and material applications shall be according to the manufacturer's instructions.

For watermains, hydrant laterals and water services installed by horizontal directional drilling, two (2) tracer wires shall be installed simultaneously with the pipe.

Tracer wire shall be installed along the top of the pipe and securely affixed to the pipe at six (6) meter intervals. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the watermain.

The wire shall be protected from damage during the execution of the work. No breaks or cuts in the tracer wire or tracer wire insulation shall be permitted. The local operating authority shall test the tracer wire for conductivity immediately following installation and prior to final acceptance. If the tracer wire is not continuous from valve to valve, the Contractor shall, at his expense, replace or repair the wire.

2.6 Drinking Water Quality Management System (DWQMS)

Prior to construction on a Water System, the Contractor will be required to provide a signed copy of the DWQMS Operational Form "New Construction Sign-Off Form", to the Contract Administrator. All work affecting any Water System must be completed in accordance with the Local Authority's DWQMS requirements.

SUPPLEMENTAL SPECIFICATIONS – WATER

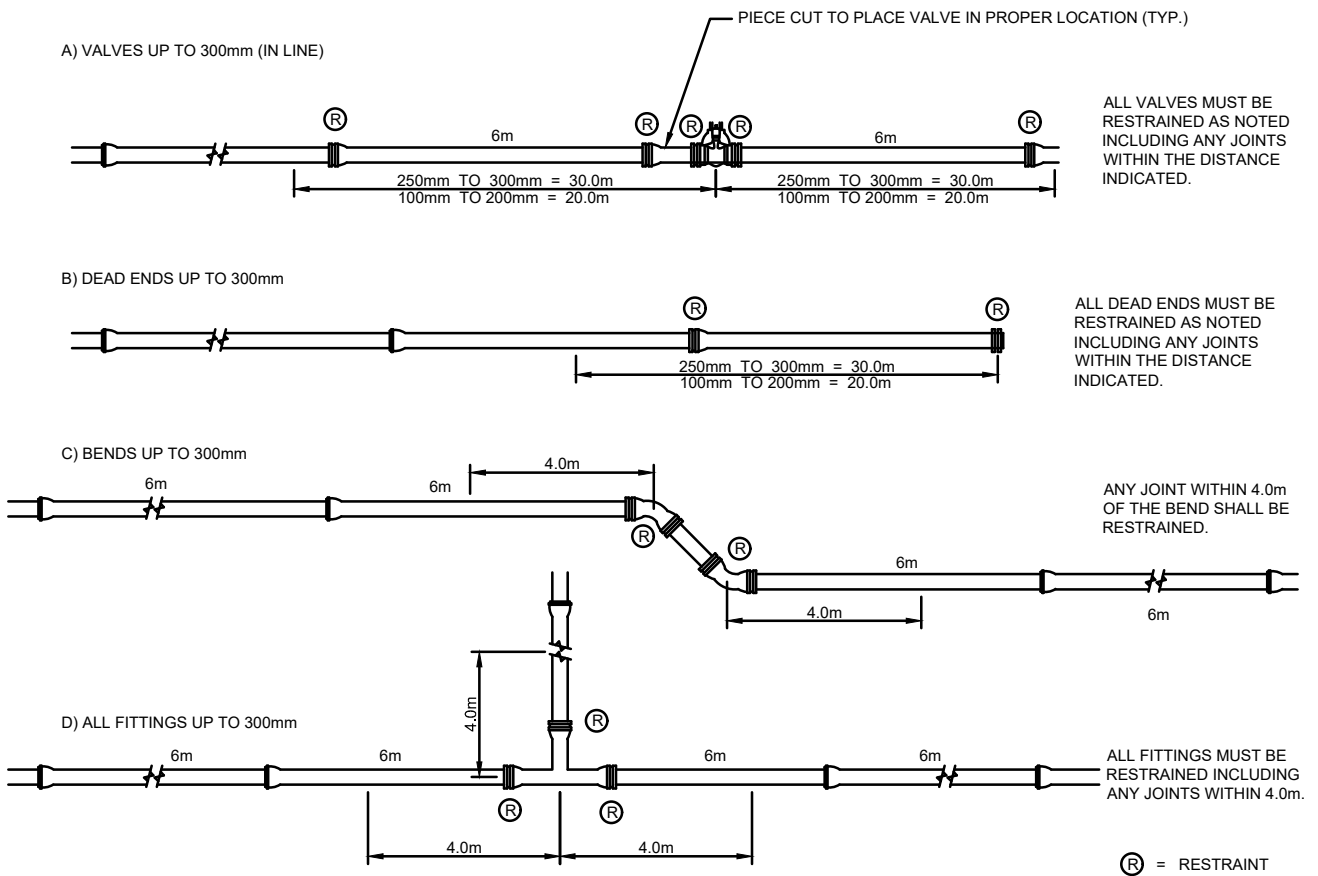
Part 3 ELGIN COUNTY STANDARD DRAWINGS FOR WATER

DIAMETER OF MAIN Ø (mm)	MINIMUM No. OF STEEL RODS	MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTINGS (m)				
		11.25°	22.5°	45°	90°	DEAD END
100	2	4.0	4.0	4.0	4.0	20
150	2	4.0	4.0	4.0	5.5	20
200	2	4.0	4.0	4.0	7.0	20
250	4	4.0	4.0	4.0	8.5	30
300	4	4.0	4.0	4.0	10.0	30

THRUST RESTRAINT CHART

NOTES:

1. STEEL RODS ARE TO BE MINIMUM OF 20MM IN DIAMETER.
2. IF ANY JOINT IS ENCOUNTERED IN THE ABOVE RESTRAINED LENGTH IT MUST BE RESTRAINED.
3. 5° BENDS (BELL & SPIGOT FITTING) MUST BE RESTRAINED AT JOINTS.
4. ALL VALVES SHALL BE TREATED AS DEAD END WATERMAINS AND SHALL BE RESTRAINED ACCORDINGLY.
5. ALL RESTRAINT ASSEMBLIES SHALL BE PROTECTED WITH DENSO TAPE AND PASTE AND CATHODIC PROTECTION AS PER W-20
6. REDUCERS SHALL BE RESTRAINED ON BOTH SIDES FOR:
 LARGE ϕ^2 - SMALL ϕ^2 OF THE LENGTH REQUIREMENT FOR A LARGE ϕ DEAD END.
 LARGE ϕ^2



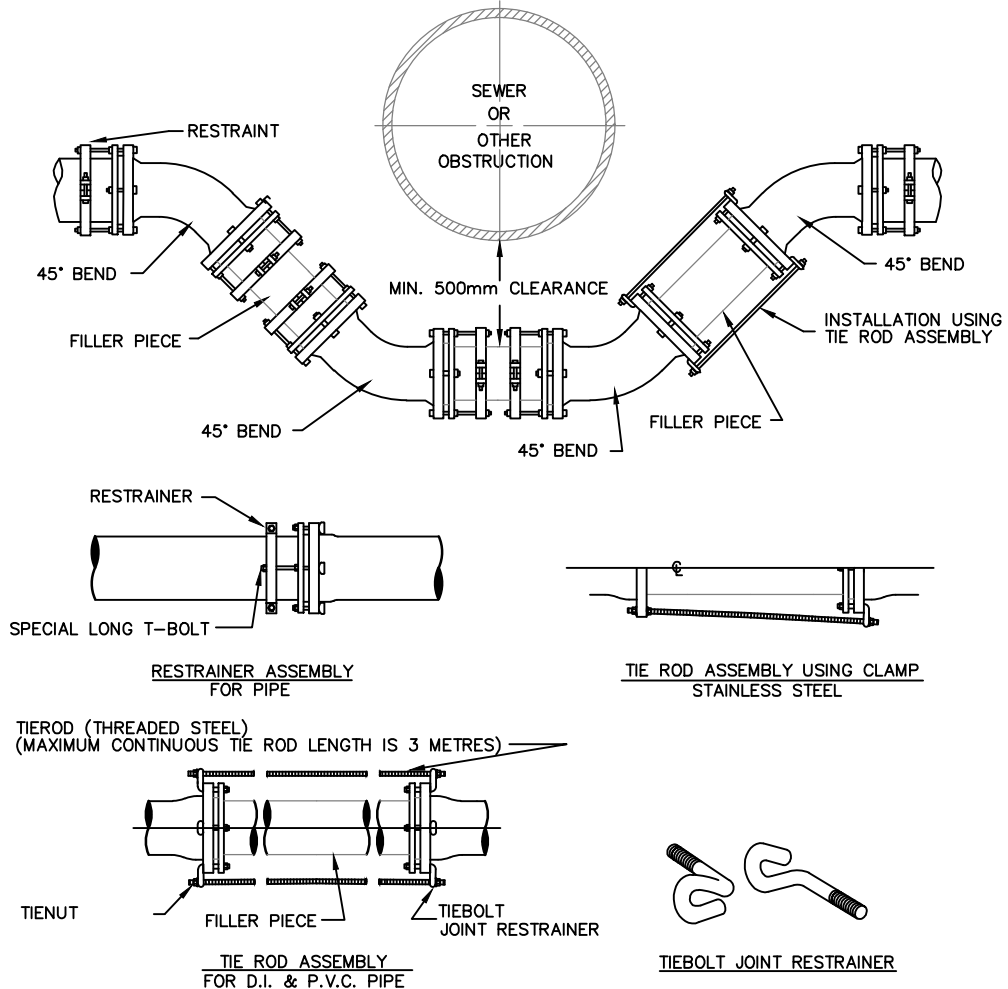
THRUST RESTRAINT DETAILS

NOT TO SCALE
 ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

**THRUST RESTRAINT FOR WATERMAIN
 UP TO AND INCLUDING 300mm Ø**

REVISION DATE: SEPT 2021
 DRAWING #: **W-01**



NOTES:

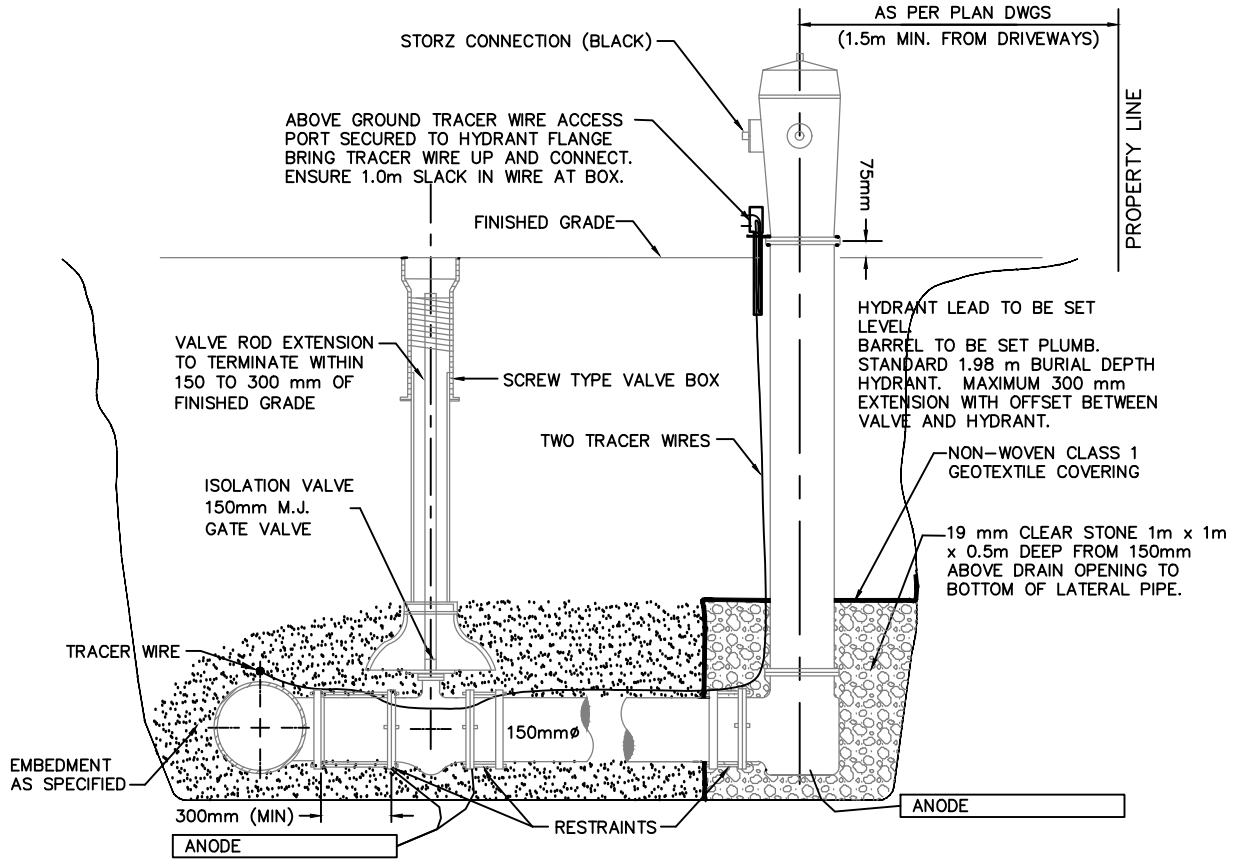
1. Grip Rings may be used for thrust restraint.
2. Cover tie bolt assembly with denso paste and denso tape.
3. Each restraint assembly is to be protected with an anode.

NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

TYPICAL OFFSET WATERMAIN

REVISION DATE: SEPT 2021
DRAWING #: **W-02**



NOTES:

1. REFER TO SPECIFICATIONS REGARDING TRACER WIRE.
2. HYDRANT TO BE SELF DRAINING.
3. HYDRANT VALVE TO BE LOCATED AS REFERENCED ON CONTRACT DRAWINGS OR AS SPECIFIED IN FIELD.
4. ANODES SHALL BE APPLIED TO D.I. OR C.I. FITTINGS INCLUDING HYDRANT BOOT AND RESTRAINT DEVICES.

NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

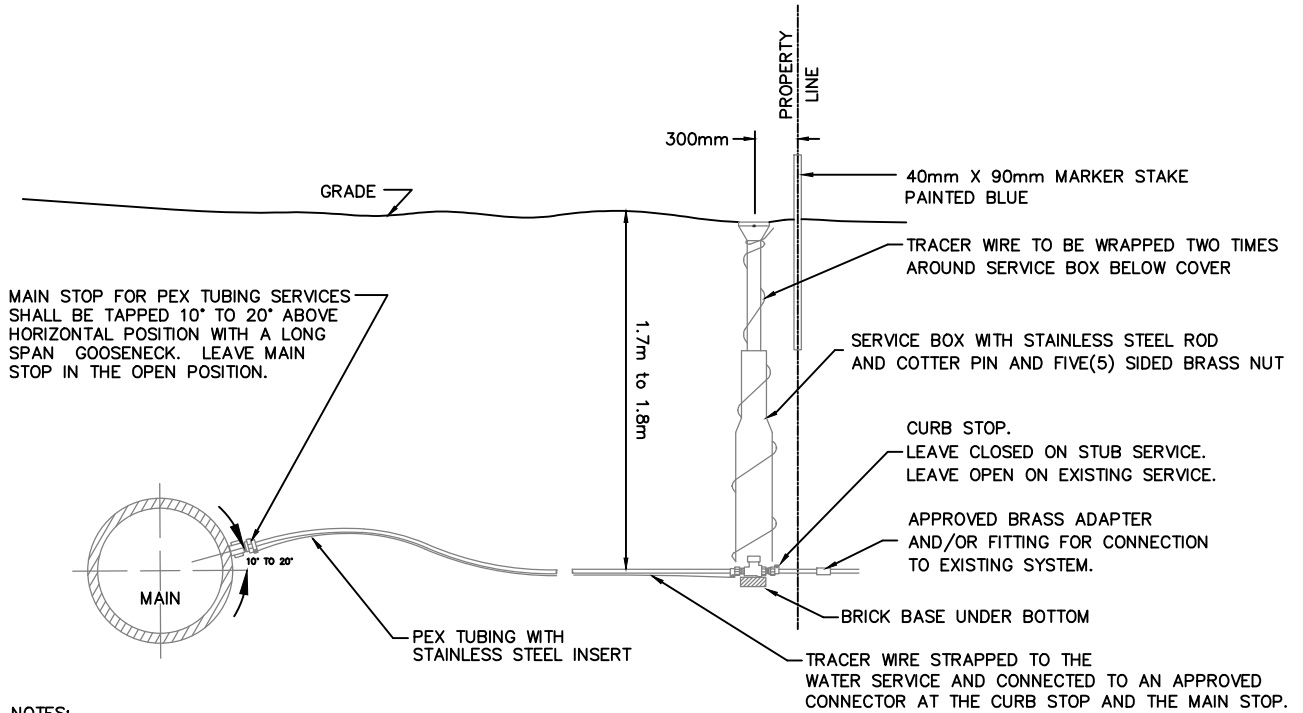
ELGIN REGIONAL STANDARD DRAWING

**FIRE HYDRANT
AND VALVE BOX DETAIL**

REVISION DATE: SEPT 2021
DRAWING #: **W-03**



EXISTING SERVICE NOMINAL SIZE	PEX TUBING SIZE EQUIVALENTS	
	PEX TUBING	SADDLE SIZE / MAIN STOP / CURB STOP
19 mm	25 mm	25 mm
25 mm	25 mm	25 mm
38 mm	50 mm	50 mm
50 mm	50 mm	50 mm



NOTES:

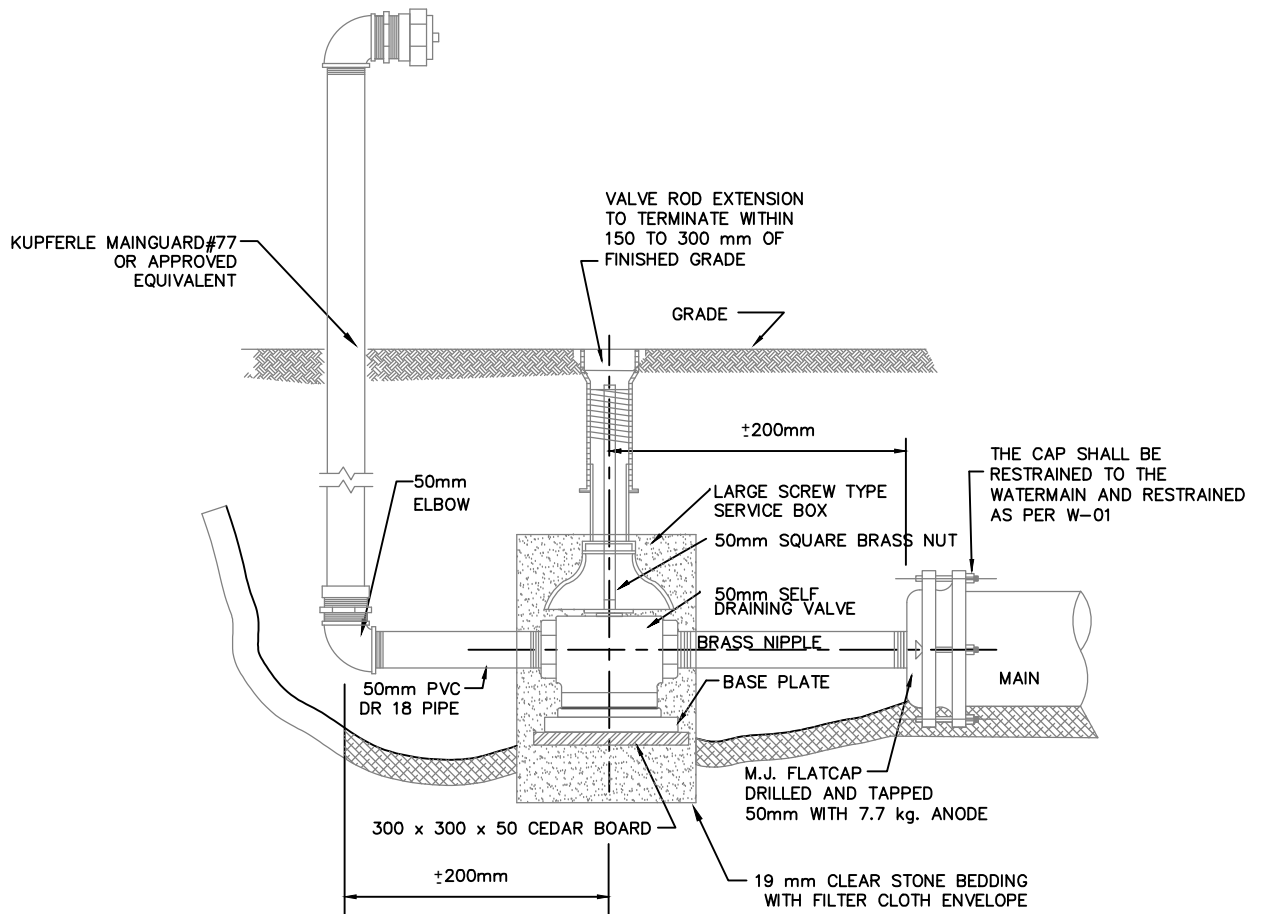
1. ALL SERVICES 38 mm Ø AND LARGER SHALL HAVE A 50 mm SQUARE NUT AND LARGE SCREW TYPE VALVE BOX WITH BUBBA BASE.
2. MINIMUM SIZE OF PEX TUBING IS 25 mm Ø.
3. ALL PVC WATERMAIN AND ANY 100 mm Ø METAL WATER MAIN SHALL HAVE A SERVICE SADDLE.
4. ANY METAL WATERMAIN 150 mm Ø AND LARGER MAY BE DIRECT TAPPED FOR 25 mm Ø WATER SERVICES .
5. ALL WATER SERVICES LARGER THAN 25 mm Ø REQUIRE A SERVICE SADDLE TO BE INSTALLED PRIOR TO TAPPING THE WATERMAIN.
6. NO COUPLING CONNECTIONS OF WATER SERVICE ARE PERMITTED WITHIN THE ROAD ALLOWANCE.
7. ANODES SHALL BE INSTALLED ON ALL EXISTING COPPER SERVICES ENCOUNTERED

NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

**WATERMAIN
SERVICE INSTALLATION**

REVISION DATE: SEPT 2021
DRAWING #: **W-04**



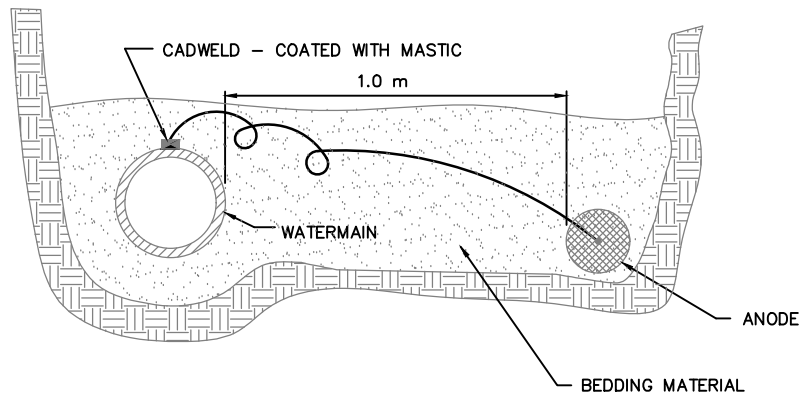
NOTE:
 LOWER VALVE BOX BASE SHALL BE NOTCHED TO ACCOMODATE
 PIPE AND BOX SHALL BE SEATED ON BASE PLATE.
 TRACER WIRE TO TERMINATE WITHIN THE VALVE BOX AS PER
 STANDARD DWG W-09

NOT TO SCALE
 ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

**STANDARD 50mm
 BLOW - OFF**

REVISION DATE: SEPT 2021
 DRAWING #: **W-06**



NOTES:

1. ANODES SHALL BE IN ACCORDANCE WITH CITY OF ST. THOMAS STANDARD DRAWING W-20
2. BEDDING MATERIAL IS TO BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
3. ANODES SHALL BE SATURATED WITH WATER PRIOR TO BACKFILL.

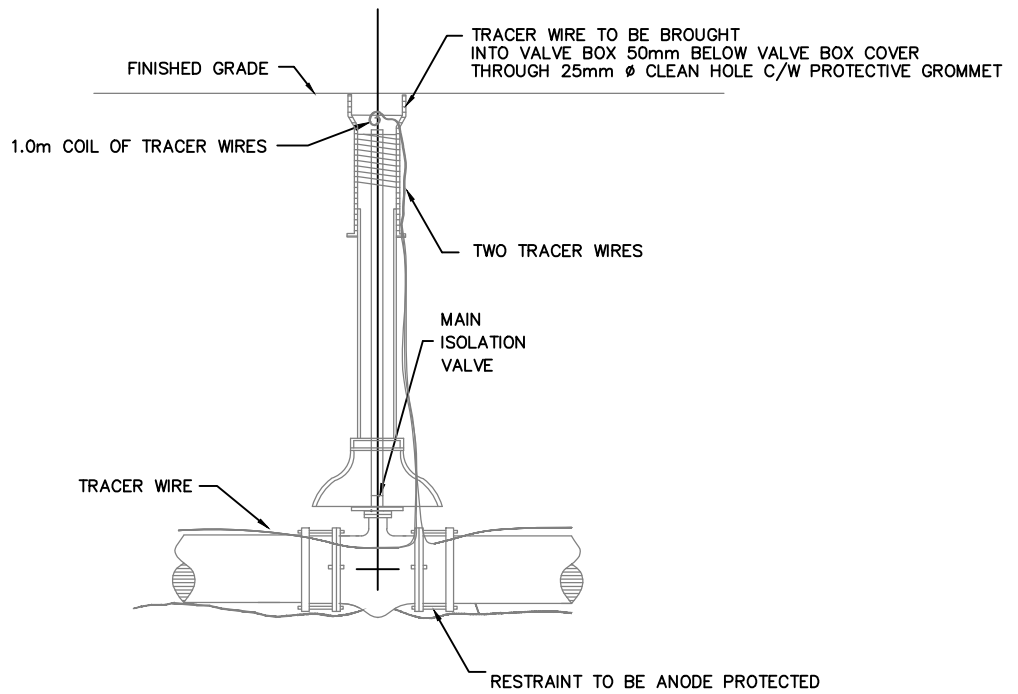
NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

**MAGNESIUM ANODE
INSTALLATION**

REVISION DATE: SEPT 2021

DRAWING #: **W-07**



SCREW TYPE VALVE BOX

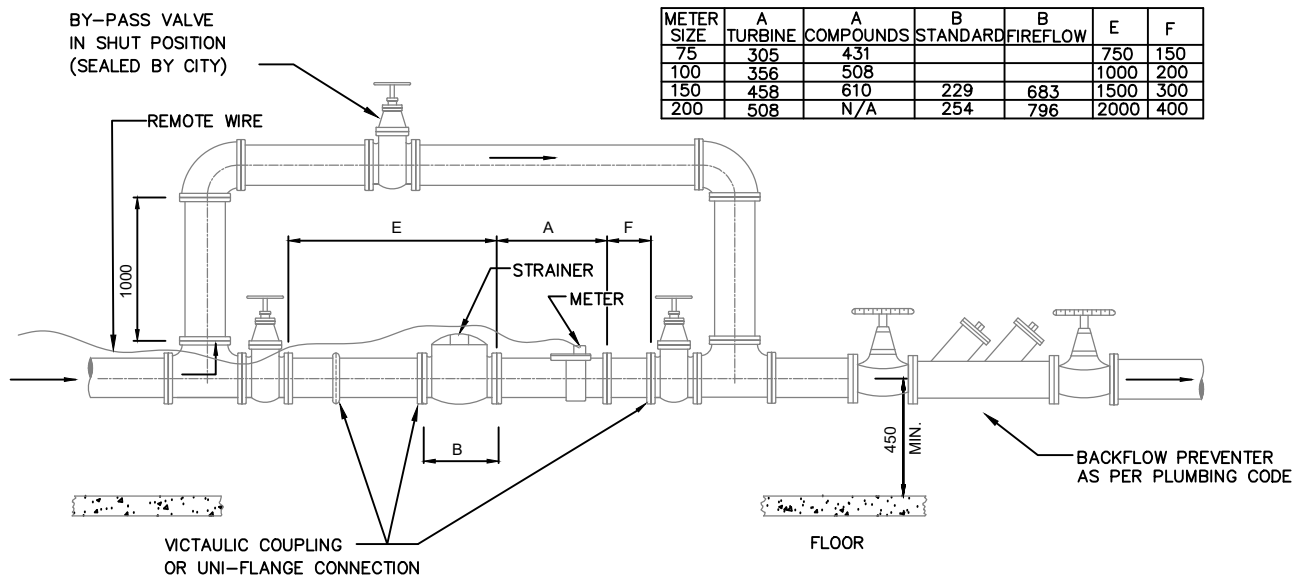
NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

TRACER WIRE CONNECTION

REVISION DATE: SEPT 2021

DRAWING #: **W-09**



NOTES:

1. All dimensions are in mm unless otherwise shown.
2. Flanged fittings are required for all meters.
3. Minimum size of valving and by-pass piping to be equal to meter size.
4. All check valves, back flow prevention, pressure reducing valves, etc. must be installed after the by-pass when fire flows are metered.
5. All meters are to be installed horizontally unless approved otherwise by the City.
6. Installation indicates the minimum space requirements in a mechanical or meter room. Minimum clearance from floor, wall or fixed equipment to be 450mm.

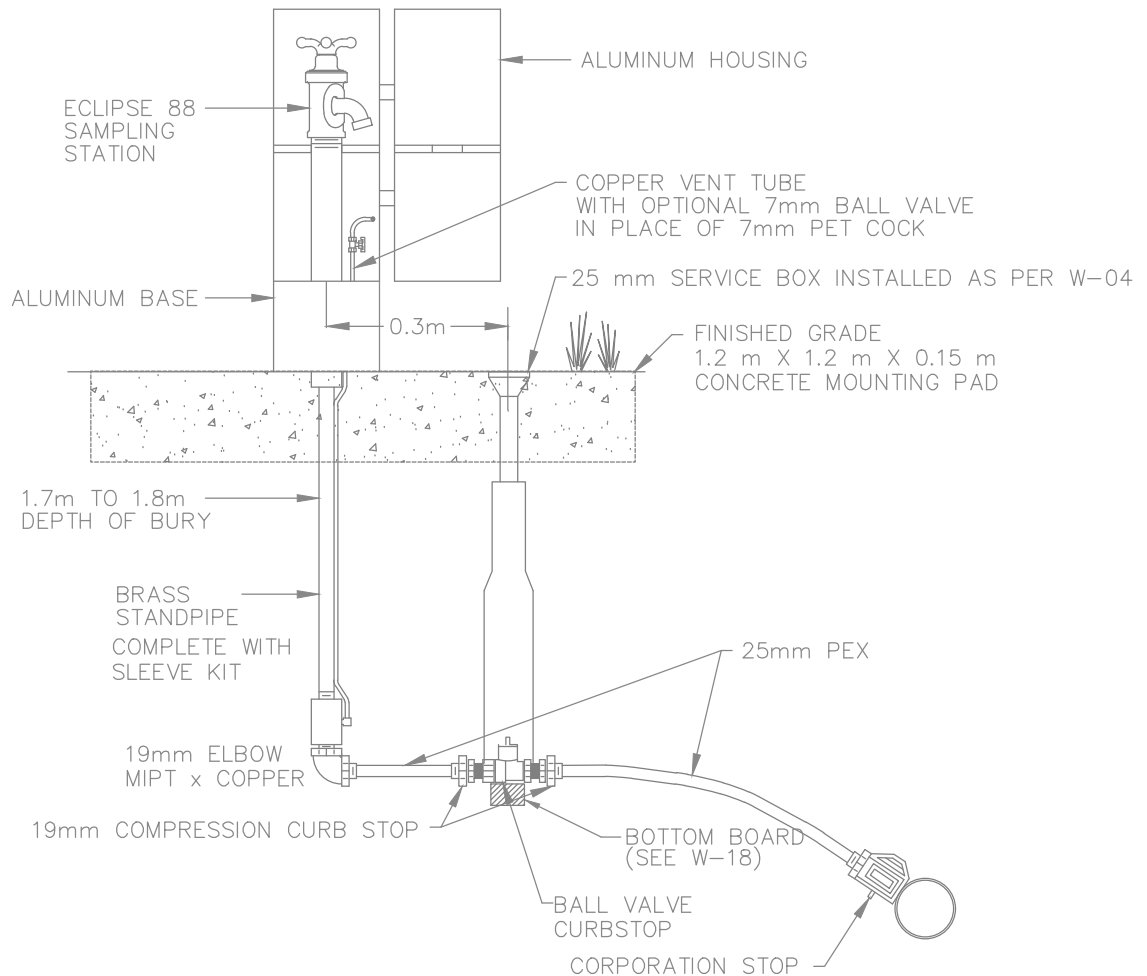
NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

**TYPICAL TURBINE WATER METER
INSTALLATION FOR 75mm TO 200mm**

REVISION DATE: SEPT 2021

DRAWING #: **W-13**

**NOTES**

1. SAMPLING STATIONS SHALL BE 1.70m (MIN) DEPTH, WITH A 25mm FIP INLET, AND A (25mm HOSE OR UNTHREADED) NOZZLE.
2. ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NON-REMOVABLE, ALUMINUM-CAST HOUSING.
3. WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY
4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING SHALL BE BRASS PIPE.
5. A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.
6. ECLIPSE NO. 88 PEDESTAL TYPE SAMPLING STATION SHALL BE MANUFACTURED BY KUPFERLE FOUNDRY, ST. LOUIS, MO 63102

NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

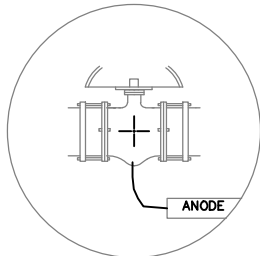
ELGIN REGIONAL STANDARD DRAWING

WATER SAMPLING STATION DETAIL

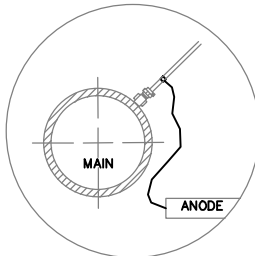
REVISION DATE: SEPT 2021

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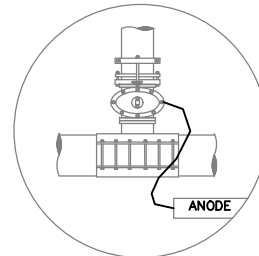
W-17



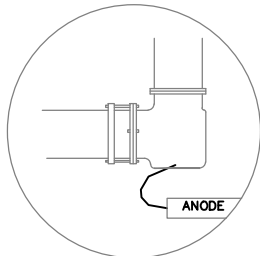
7.7 kg ANODE FOR EACH VALVE WITH RESTRAINT ASSEMBLY



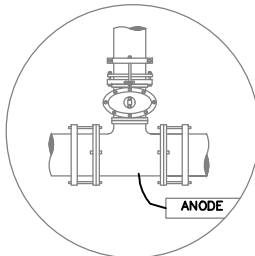
2.7 kg ANODE CLAMPED TO EACH COPPER WATER SERVICE



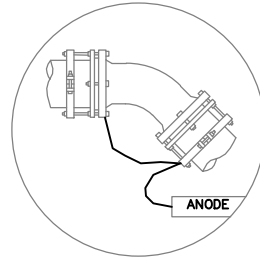
7.7 kg ANODE FOR EACH TAPPING SLEEVE AND VALVE WITH RESTRAINT ASSEMBLY OVER 50 mm Ø, ALL OTHERS TO BE PROTECTED WITH A 2.7 kg ANODE.



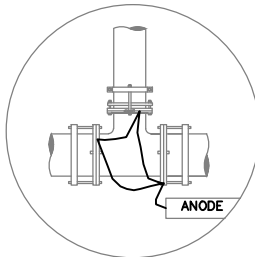
7.7 kg ANODE FOR EACH HYDRANT WITH RESTRAINT ASSEMBLY



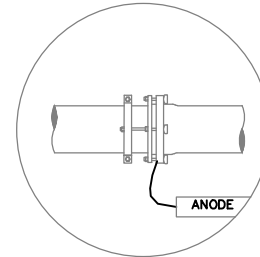
7.7 kg ANODE FOR EACH ANCHOR TEE AND VALVE WITH RESTRAINT ASSEMBLY



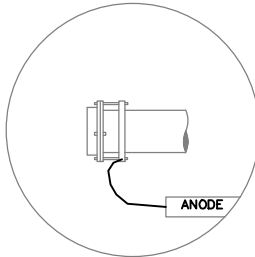
BENDS AND REDUCERS ARE TO BE PROTECTED WITH ONE (1) 7.7kg ANODE WITH JUMPER CABLE OR TWO (2) 2.7 kg ANODES CONNECTED INDIVIDUALLY. AN M.J. FITTING WITH RESTRAINTS REQUIRES ONE (1) 7.7 kg ANODE.



7.7 kg ANODE WITH JUMPER CONNECTIONS TO EACH OF THE THREE (3) RESTRAINTS ON THE PVC TEE OR CONNECTED DIRECTLY TO THE M.J. TEE. THE SAME APPLICATION APPLIES TO THE FOUR (4) RESTRAINTS ON A CROSS.



2.7 kg ANODE PER RESTRAINT OR ONE (1) 7.7 kg ANODE FOR THREE (3) RESTRAINTS IF WITHIN 3.0 m.



7.7 kg ANODE FOR A RESTRAINT ON A CAP OR A PLUG AT A DEAD END

NOTES

- 1) ALL ANODE CONNECTIONS SHALL BE CADWELD CONNECTIONS UNLESS STATED OTHERWISE.
- 2) ALL JUMPER CONNECTIONS SHALL BE MADE WITH A MINIMUM #10 GAUGE RWU90 WIRE.
- 3) FOR UNUSUAL CONFIGURATIONS THE CITY ENGINEER OR HIS DESIGNATE SHALL DETERMINE THE CATHODIC PROTECTION REQUIREMENTS.

NOT TO SCALE

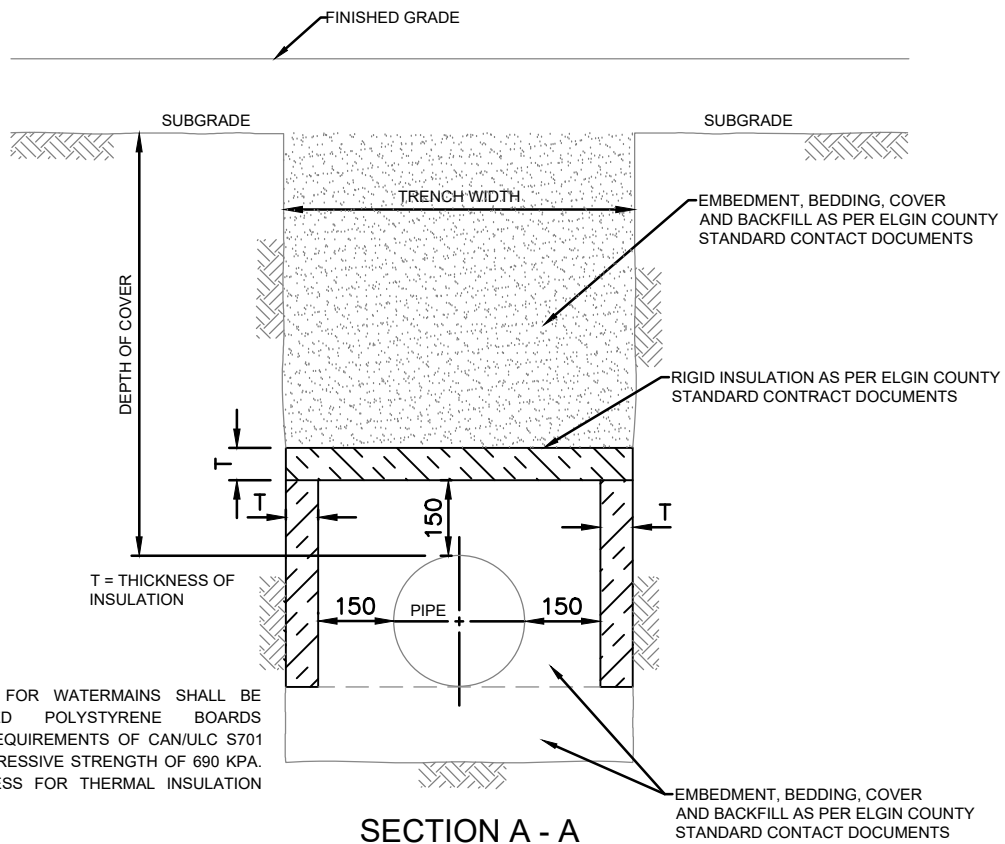
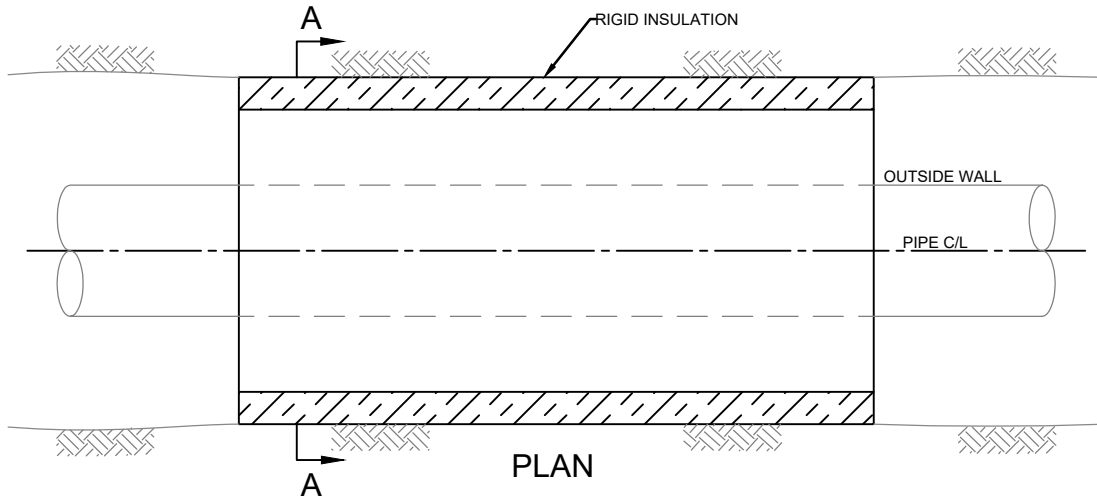
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

MAGNESIUM ANODE CONFIGURATION FOR VARIOUS METALIC FITTINGS

REVISION DATE: SEPT 2021

DRAWING #: **W-20**



NOTES:

THERMAL INSULATION FOR WATERMAINS SHALL BE EXTRUDED EXPANDED POLYSTYRENE BOARDS ACCORDING TO THE REQUIREMENTS OF CAN/ULC S701 WITH A MINIMUM COMPRESSIVE STRENGTH OF 690 KPA. THE MINIMUM THICKNESS FOR THERMAL INSULATION SHALL BE 50 MM.

THERMAL INSULATION SHALL BE PROVIDED AT ALL LOCATIONS WHERE THE DEPTH OF COVER OVER THE WATERMAIN IS LESS THAN 1.7 METERS.

THERMAL INSULATION SHALL BE PROVIDED AT ALL LOCATIONS WHERE THE SEPARATION FROM THE WATERMAIN TO A SEWER, SEWER STRUCTURE OR CULVERT IS LESS THAN 0.6 METERS

SECTION A - A

EMBEDMENT, BEDDING, COVER AND BACKFILL AS PER ELGIN COUNTY STANDARD CONTRACT DOCUMENTS

NOT TO SCALE
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED

ELGIN REGIONAL STANDARD DRAWING

TYPICAL INSULATION FOR SEWERS AND WATERMAINS IN SHALLOW TRENCHES

REVISION DATE: NOV 2022

DRAWING #: **W-21**

HWY No. 3 WATERMAIN REPLACEMENT

1740

TOWNSHIP OF MALAHIDESPECIFICATIONSPART 3 ROADWORK3.1 DESCRIPTION(a) SCOPE OF WORK

The Contractor shall provide all labour, equipment, materials and supervision necessary to complete the work as shown in, described by or reasonably inferable from the Drawings and Specifications including:

GRADING
EXCAVATION
GRANULAR BASE

in accordance with the provisions of this Specification and conforming to the lines, grades, thicknesses and cross-sections shown on the Drawings or designated by the Engineer.

NOTE: Refer to General Notes on the Drawings.

3.2 MATERIALS(a) GRANULAR BASE 'B'

Granular Base 'B' shall conform to the following modified gradation requirements:

<u>Sieve Size</u>		<u>Percentage Passing</u>
4"	(106 mm)	
7/8"	(22.4 mm)	57 - 95
5/8"	(16.0 mm)	47 - 88
3/8"	(9.5 mm)	36 - 77
#4	(4.75 mm)	27 - 65
#16	(1.18 mm)	14 - 50
#50	(300 Φ)	5 - 30
#200	(75 Φ)	0 - 8

Note: Notwithstanding the foregoing, if due to the nature of the particles, the requisite combination of cohesion and compaction necessary to provide for safe and reasonably easy passage for vehicles is not obtained, the Contractor shall, on the Engineer's directions, either discontinue the use of such materials or shall find a suitable blending material to mix with the original material so as to provide performance under traffic satisfactory to the Engineer; but in no case shall pit run material after blending contain more than eight percent passing the No. 200 sieve.

AGGREGATE SAMPLES SHALL BE SUBMITTED FOR APPROVAL TWO WEEKS PRIOR TO USING.

SPECIFICATIONS PART 3 ROADWORK

3.2 MATERIALS (Cont'd)

b) GRANULAR BASE 'A'

Granular 'A' material shall conform to OPSS 1000 and 1010.

AGGREGATE SAMPLES SHALL BE SUBMITTED FOR APPROVAL TWO WEEKS PRIOR TO USING.

(c) SUBGRADE SUBDRAINS

The perforated pipe used for SUBGRADE SUBDRAINS under the curb and gutter shall be PVC Building Sewer Pipe, 100 mm diameter perforated with 16 mm diameter holes at 150 mm centres as manufactured by Scepter Manufacturing or equal.

(d) HOT-MIX ASPHALT

Hot-mix asphalt shall comply with the appropriate parts of Ontario Provincial Standard Specification 310, Construction Specification for Hot-Mix, Hot-Laid Asphaltic Concrete, and OPSS 1150 Material Specification for Asphaltic Concrete, Hot-Mix and Hot-Laid Asphalt.

(e) TACK COAT (IF REQUIRED)

Tack coating material shall be SS-1 emulsion complying with MTC Form 1103, diluted with an equal volume of water.

(f) TOPSOIL

Topsoil shall be good quality material and free from roots, stones and other deleterious material. A sample shall be submitted to the Engineer for approval.

(g) SEEDING

Seed must be current year stock and carry a germination guarantee from a reputable seed house. Seed shall be applied at a rate of 175 kg per hectare and shall conform to the following:

55% Kentucky Blue Grass
25% Creeping Red Fescue
20% Perennial Rye Grass

A cellulose mulch shall be applied at a rate of 1700 kg/hectare.

(h) SODDING

Sod shall be fresh cut #1 Nursery Turf and shall be free from weeds or insects.

(i) FERTILIZER

Fertilizer shall be standard commercial fertilizer (5-20-20) for seeding and (10-10-10) for sodding.

3.3 CONSTRUCTION METHODS

(a) REMOVAL OF EXISTING WORK

Pavement, concrete curbs, sidewalk, catchbasins, manholes, stumps, etc. shall be removed with such equipment and in such a manner as to leave undisturbed adjacent pavement, curbs, sidewalk, structures, utilities and other work to be left in place.

The broken edges of pavement, sidewalk, and curb and gutter to be left in place shall be squared up as designated by the Engineer.

Also included in the removal work will be the removal of portions of paved driveways to suit the new work.

NOTE: THE CONTRACTOR MUST HAVE A CONCRETE SAW ON THE SITE TO FACILITATE REMOVAL OF WORK ADJACENT TO CONCRETE AND ASPHALT AREAS TO BE LEFT UNDISTURBED.

Leads to catchbasins, manholes, etc. that are removed shall be suitably plugged with cement mortar.

Manhole and catchbasin frames, and covers and grates shall be carefully salvaged and delivered to the Works Department.

Voids left by removals below subgrade shall be filled with clean sand and compacted to 95% Proctor density.

(b) EXCAVATION AND GRADING

The Contractor shall excavate all unsuitable or excess material from the roadbed to the lengths, widths and depths as directed by the Engineer and dispose of all excavated material at disposal sites obtained by the Contractor.

Over excavation of subgrade unless ordered by the Engineer shall be brought to grade with suitable material at no cost to the Owner.

Excavation shall be carried out in such a manner as to leave undisturbed other work to be left in place and to prevent any damage to the utilities.

Low areas requiring fill to support sidewalk in accordance with the cross-sections shall be raised to grade with compacted on-site acceptable surplus fill.

For disposal of surplus and/or excavated material, refer to Section 22, Supplementary General Conditions and the General Notes on the Drawings.

3.3 CONSTRUCTION METHODS (Cont'd)(b) EXCAVATION AND GRADING (Cont'd)

The top 150 mm of finished subgrade shall be graded using a road grader and then compacted to 100% Proctor density. If necessary, water shall be applied to facilitate compaction. Additional excavation, if required due to poor subgrade, will be ordered at this time. No granular base shall be placed until it has been ascertained whether further excavation is required and the Contractor is so instructed.

NOTE: It is anticipated that the depth of excavation may be below the gas mains in some areas. The Contractor shall exercise extreme caution to prevent damage when excavating.

The Contractor shall co-operate with the utility companies during construction. The Contractor shall provide for the removal and disposal of abandoned utilities encountered within the excavation.

It is anticipated that imported sand fill will not be required to bring the road subgrade up to grade. Existing subgrade material and material displaced by pipe and bedding used as backfill material for sewers, manholes, etc. shall be replaced by the Contractor at his own expense if this material was required to bring road up to subgrade.

The subgrade shall on completion be shaped to the specified grade and cross-section. The finished surfaces shall not deviate more than 25 mm from the specified grade and cross-section.

Only compacting equipment approved by the Engineer shall be employed to compact the different material types encountered during construction. Generally, the sheepsfoot roller will be used to compact cohesive materials and the self-propelled Steel Wheel Roller will be used to compact non-cohesive materials. The Contractor may, after providing its efficiency by demonstration at his own expense, and after receiving the Engineer's approval, employ special compacting equipment.

The Contractor shall provide means of weighing each load subject to the approval of the Engineer. Weigh slips of each load signed by the Engineer's representative shall be turned over to the Engineer.

Granular base shall be placed, compacted and shaped to proper grade and cross-section in uniform layers not exceeding 150 mm in depth. Each layer shall be thoroughly compacted before the succeeding layers are placed. A ROAD GRADER shall be used for all grading operations.

The rate of placing material shall be controlled by the adequacy of the compaction obtained. Regardless of the type of equipment used to deposit and spread the base course material, a minimum of one compacting unit shall be required and maintained in effective operation for each 275 tonnes of material placed per hour.

Water, if required for compaction, shall be applied immediately ahead of the compacting unit. Application of water shall be with a portable water tank equipped with a spray bar at least 2 m wide.

3.3 CONSTRUCTION METHODS (Cont'd)

(b) EXCAVATION AND GRADING (Cont'd)

Granular 'A' surface course shall not be completely placed until after the completion of the concrete curb and gutter.

The granular sub-base shall be regularly cleaned, shaped and graded to ensure proper drainage and maintain easy access for passenger cars. The instructions of the Engineer regarding cleaning, grading and shaping of the road shall be promptly attended to by the Contractor. Failure of the Contractor to satisfy the Engineer shall result in the work being done by others and all costs involved being deducted from monies due to the Contractor under this Contract.

The Contractor agrees to accept the decision of the Engineer as to the necessity, urgency and extent of such cleaning, grading and shaping as final and binding.

(c) CALCIUM CHLORIDE

Where directed and after the final layer has been placed and compacted, calcium chloride shall then be applied at the rate of 1 kilogram per square metre (2lbs/yd²) by means of a mechanical spreader.

(d) HOT-MIX ASPHALT

The transportation, placing and compaction to produce the finished pavement shall comply with the appropriate parts of the Ministry of Transportation Ontario Form 310, Construction Specification for Hot-Mix, Hot-laid Asphaltic Concrete.

The granular base shall be reshaped, fine graded and compacted immediately prior to placing hot-mix asphalt.

The Contractor will notify the Engineer three days before paving is to commence. No asphalt will be laid until the granular base course has been approved by the Engineer.

NOTE: THE VIBRATING SCREED ON THE PAVER MUST BE ADJUSTABLE TO SUIT THE WIDTH BEING PAVED WHERE THE WIDTH IS GREATER THAN 3 METRES. JOINTS IN EACH LAYER SHALL BE STAGGERED TO ELIMINATE ANY TWO JOINTS OCCURRING WITHIN 0.3 m. THE ASPHALT SPREADER MUST BE EQUIPPED WITH AUTOMATIC GRADE AND CROSSFALL CONTROLS WHICH CAN BE USED TO MAINTAIN THE DESIRED CROSSFALL ON THE PAVEMENT.

Curb faces, manhole and catchbasin frames, etc. to be in contact with asphalt shall be coated with undiluted SS-1 Emulsion. Emulsion spills on concrete areas shall be cleaned.

(e) APPLYING TACK COAT (IF REQUIRED)

The diluted SS-1 emulsion shall be applied in accordance with MTO Form 310 by means of a pressure distributor at a rate of 0.5 L/m², to accommodate no more than 2 hours of production of the hot-mix. Traffic shall be prevented from travelling upon the tack coat. Hot-mix shall not be placed upon the tack coated areas until the tack coat has dried to a proper condition of tackiness.

3.3 CONSTRUCTION METHODS (Cont'd)

(f) SODDING AND SEEDING

The Engineer shall direct which areas are to be topsoiled and sodded or seeded.

Topsoiling of the sites in preparation for sodding or seeding shall be performed by the Contractor who will be required to supply, spread and compact an average of 100 mm of approved imported topsoil material. The area must be graded and compacted before placing topsoil.

Seeding shall be in accordance with MTO 572 specification for hydraulic seeding. The seed mix as specified under Section 4.2(g) herein shall be applied at a rate of 175 kg per hectare. The seed shall be watered as directed by the Engineer.

The Contractor shall be responsible for growth for a 12-month period after the project has been accepted by the Engineer.

The sod shall be laid within 24 hours of being lifted. No sod shall be laid in a frozen condition or upon frozen ground, or under any other condition not favourable to transplanting or growth. Fertilizer shall be uniformly spread at a rate of 4.5 kg/100 m², 48 hours maximum prior to sodding.

The Contractor shall be responsible for watering the areas seeded and sodded, and shall be responsible for growth for a 12-month period after the project has been accepted by the Engineer.

(g) ADJUST MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be adjusted to base asphalt grade prior to paving.

3.4 MEASUREMENT AND PAYMENT

(a) EXCAVATION AND GRADING

Excavation and grading shall be paid for at the lump sums bid in the Form of Tender.

Payment for excavation shall be compensation in full for the removal and disposal of pavement, curbs, curb and gutter, sidewalk and for all excavation, grading, borrow material for filling depressions, including removal, hauling and disposal of excavated materials, compaction of subgrade, construction of cross-section to design grade and levelling of disposal areas. Also included shall be saw cutting and other associated work necessary to complete the removals.

(b) REMOVAL OF TREES AND STUMPS

The lump sum price bid for removal of trees and stumps and stumps only shall be compensation in full for cutting and disposal of designated trees, the excavation and disposal of tree stumps and roots, and the filling and compacting of the resulting void with clean sand.

(c) GRANULAR BASE

The lump sum price for Granular A shall be compensation in full for the supply, placing, grading, blending, if necessary, and compaction, including removing contaminated material, fine grading and compaction in preparation for placing hot-mix asphalt. The price shall also include maintenance of the granular base while being used by vehicular traffic during construction.

3.4 MEASUREMENT AND PAYMENT (Cont'd)

(d) SUBGRADE DRAINS

The subgrade drains will be measured from the capped ends to the points of connection into the storm manholes and catchbasin in lineal metres.

Payment shall include the following:

- excavation and disposal of excess material
- supply and placing of pipe
- supply and placing of clear stone bedding and geotextile surround/overlay
- dewatering necessary for placing bedding and pipe
- connecting to catchbasins, storm manholes

(e) CALCIUM CHLORIDE

Payment for application of calcium chloride will be made for the measured quantities of calcium chloride at the price bid per tonne on the tender for this item. Said price shall be compensation in full for the handling, hauling, manipulating of the gravel surface, spreading, rerolling, compacting and all other costs incidental to the performance of this item.

(f) APPLICATION OF WATER

Water for compaction, dust control and/or jetting around catchbasin and manholes shall be measured in m³, determined by weighing the water truck prior to and after filling.

Payment shall include the supply and application using a water truck and jetting apparatus approved by the Engineer.

(g) HOT-MIX ASPHALT

Measurement of hot-mix asphalt shall be in tonnes. The weigh ticket shall show the date, type of mix, contract name, the time in and out of plant, the tare weight, the gross weight in kg. to nearest 50 kg., the truck number and the driver's signature. The tickets shall be received at the construction site immediately on delivery.

3.4 MEASUREMENT AND PAYMENT (Cont'd)

(g) HOT-MIX ASPHALT (Cont'd)

Payment for the manufacture, placing and compacting of hot-mix, hot-laid asphalt, including the supply of all materials, including 85/100 asphalt cement, equipment and labour to complete the work, shall be made at the unit price bid per tonne in the Form of Tender. Payment shall include any fine grading and compaction of granular base necessary prior to paving, including paving driveways, sawcutting existing pavement to make proper joints, removal of ramps and adjustment to valve boxes.

In the event the Contract goes past the completion date, the Contractor will bear any and all costs involved due to the escalation in prices of asphalt cement between the completion date as stipulated and the actual date of which physical work is completed on this Contract.

(h) TACK COAT (IF REQUIRED)

Measurement of the area tack coated shall be measured in square metres.

Payment shall include cleaning surface to be coated, supply and application of the tack coat, and traffic control.

(i) RESTORATION OF PRIVATE DRIVEWAYS, COMMERCIAL ENTRANCES, AND SPECIFIED BOULEVARDS

Restoration of the above areas shall be measured in square metres. Payment shall include excavation, disposal of surplus material, grading and compaction of subgrade in preparation for granular base and hot-mix asphalt. In fill areas, payment shall include supply, placing and compacting acceptable fill material.

Hot-mix asphalt shall be paid at separate unit prices.

(j) LANDSCAPING

Quantities of seeding and sodding shall be measured in place in square metres.

Quantities, measured as provided above, shall be paid for at the contract price per unit of measurement in the Form of Tender, which prices and payment shall constitute full compensation for the supply of all materials and labour necessary to complete the work, including excavation or filling, grading, supply and placing topsoil, fertilizer, seed and/or sod, staking sod where necessary and maintaining growth for 13 months. In fill areas, payment shall include supply, placing and compacting acceptable fill material.

3.4 MEASUREMENT AND PAYMENT (Cont'd)

(k) REMOVAL OF EXISTING SEWERS (If Required)

The removal of existing sewers shall be measured and paid for in lineal metres where a separate trench operation is required to complete the removal.

Payment shall include excavation, removal of pipe, sand backfill, compaction and locating and plugging of lateral sewers.

If the sewers are removed during the installation of another service, no payment for removal will be made.

(l) MISCELLANEOUS

All other items shall be measured and paid for at the prices bid in the Form of Tender.

Unless indicated otherwise in the Form of Tender, other items shall include the supply of materials, equipment and labour necessary to complete this item.

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TOWNSHIP OF MALAHIDESPECIFICATIONSPART 4 CURB & GUTTER, SIDEWALK4.1 DESCRIPTION(a) SCOPE OF WORK

The Contractor shall provide all labour, equipment, supervision and supply all material necessary to complete the following work as shown in described by or reasonably inferable from the Drawings and Specifications:

CURB AND GUTTER, and SIDEWALK, including filling and grading behind the curb and gutter, and sidewalk in preparation for placing topsoil, at locations in conformity with lines, grades, dimensions and designs shown on the Drawings.

4.2 MATERIALS(a) CONCRETE

Concrete shall conform to Appendix "A" Concrete.

(b) GRANULAR BED COURSE

Granular bed course shall be Granular 'A' in accordance with Part 3 of these Specifications.

(c) EXPANSION JOINT FILLER

Premoulded expansion joint filler shall be non-extruding and resilient bituminous fibre type 12 mm thickness conforming to A.S.T.M. Specifications D544-49.

4.2 MATERIALS (Cont'd)

(d) CURING AGENT

The curing agent shall be Ritecure White Pigmented or approved equal between April 1 and October 1. At other times, the concrete shall be cured using wet burlap.

(e) REINFORCING STEEL

Reinforcing steel shall be hard grade or intermediate grade conforming to C.S.A. G30.1 and G30.2.

Welded wire fabric shall comply with C.S.A. G30.5 "Welded Steel Wire Fabric for Concrete Reinforcement".

4.3 CONSTRUCTION METHODS

(a) EXCAVATION

The Contractor shall remove existing curb, sidewalk and pavement where necessary.

Excavation shall be made to the required depth, and the base upon which the curb and gutter is to be set shall be compacted to a firm even surface. All soft and unsuitable material shall be removed and replaced with suitable material. The Contractor shall remove foreign material from the roadbase prior to excavation for curb and gutter. The Contractor shall be responsible for disposal of all removed and excavated material as directed by the Engineer.

In areas requiring fill under the sidewalk, granular base, clean sand shall be used and compacted to 95% Modified Proctor.

Clean surplus Granular 'A' resulting from the curb and gutter installation shall be placed and levelled on streets included in the project.

EXCAVATED MATERIAL FOR SIDEWALK CONSTRUCTION SHALL NOT BE PLACED ON THE ROAD GRANULAR BASE.

(b) BED COURSE

The Granular 'A' bed course shall be placed to the required depth and shall be MECHANICALLY COMPACTED WITH A VIBRATOR to a minimum of 95% Modified Proctor.

4.3 CONSTRUCTION METHODS (Cont'd)

(c) PLACING CURB AND GUTTER, SIDEWALK

Existing sidewalks, curbs, and driveways shall be cut back using a saw to accommodate new work.

The curb and gutter shall be constructed in uniform sections 3 m in length, except where shorter sections are necessary for closures, but no sections shall be less than 1 m long. The sections shall be separated by sheet templates of metal not more than 6 mm wide, set perpendicular to the face and top of the curbing. Templates shall be set carefully and held firmly during the placing of the concrete and shall be allowed to remain in place until the concrete has set sufficiently to hold its shape. Saw cuts partially through the finished curb will be allowed in lieu of the above templates.

Reinforcing steel shall be placed at all catchbasins and at drop curbs where designated. Drop curbs shall be constructed where shown on the drawings and/or requested by the Engineer.

When concrete curb and gutter is placed by extrusion methods, contraction joints shall be formed by saw cutting the hardened concrete within a sufficient time of placing the curb and gutter to prevent uncontrolled cracking. The joints shall be 3 mm to 5 mm wide and 50 mm depth minimum.

Catchbasin and manhole frames lying within curb and gutter limits shall be neatly adjusted to grade PRIOR to placing concrete. ALL FOREIGN MATERIAL, INCLUDING WATER, SHALL BE REMOVED FROM SUMPS AND BENCHING, WHETHER DEPOSITED DURING OR PRIOR TO THE CONTRACTOR'S OPERATION.

Private sidewalk shall be cut back and graded as requested by the Engineer. Steps shall be placed where the grade is excessive. The sidewalk will be constructed in uniform sections 6 m in length using expansion joint material. Dummy joints shall be made transversely at 1.5 m intervals.

The concrete shall be placed in the forms in layers of 100 or 125 mm each to the depth required. It shall be tamped and spaded until mortar entirely covers the top and formed surfaces. The concrete in the sidewalks must be screeded. The top of the concrete shall be finished to a smooth and even surface and the edges rounded to the radii shown on the plans. Before the concrete is given the final finishing, the surface of the concrete shall be tested with a 3 m straight-edge and any irregularities of more than 6 mm in 3 m shall be corrected. Concrete shall be given a "broom" finish perpendicular to road centreline.

4.3 CONSTRUCTION METHODS (Cont'd)(c) PLACING CURB AND GUTTER, SIDEWALK (Cont'd)

The forms shall be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing one part of Portland Cement and two parts of fine aggregate. Plastering shall not be permitted on the faces and all rejected portions shall be removed and replaced at the Contractor's expense.

When completed, all concrete shall be totally covered with a membrane forming material (Ritecure White Pigmented or equal) within three (3) hours of concrete being poured, or wet burlap as directed by the Engineer. The concrete shall be suitably protected from the weather until thoroughly hardened and protected from vehicular traffic for a minimum of four days.

The Contractor shall protect fresh concrete with barricades and/or watchman. All damage to existing work caused by vehicular and pedestrian traffic, dogs, etc. shall be made good at the Contractor's expense.

A 25 m TRIAL SECTION OF CURB AND GUTTER/OR SIDEWALK MAY BE REQUIRED TO ESTABLISH THE ADEQUACY OF EQUIPMENT AND WORKMANSHIP.

JOINTS IN THE CURB AND GUTTER, AND IN THE SIDEWALK MUST ALIGN.

(d) BACKFILLING BEHIND CURB AND GUTTER, SIDEWALK

The voids left by the form work or curb machine shall be backfilled to the top of the curb with acceptable material. Similarly, where the existing ground is higher than the finished work, the area shall be graded as per the Road X-Section to allow for subsequent landscaping and restoration.

4.4 MEASUREMENT AND PAYMENT

(a) CURB AND GUTTER

Quantities of curb and gutter will be measured in place in lineal metres along the base of the curb or along the flow line of the gutter.

Payment at the unit price shall include:

- removal of existing curb, curb and gutter, where necessary
- excavation, fine grading and compaction of subgrade
- cutting and painting tree roots
- disposal of unsuitable and excess material
- compaction of granular base under curb and gutter
- construction of the curb and gutter as specified
- EXTRA DEPTH OF CONCRETE AT COMMERCIAL ENTRANCES
- reinforcing steel at catchbasins
- adjusting of valve boxes, etc. within the limit of the curb and gutter
- installation of 100 mm \varnothing drains at catchbasins
- saw cutting and removal of existing work to suit
- backfilling, grading and compacting area behind the curb and gutter, including reshaping shoulder area over utility trenches to conform to cross-section
- cleaning and removal of foreign material on the Granular 'A' grade
- transition sections
- replacement of private driveway curbs, as required
- air entrainment testing
- removal of foreign material and water from catchbasin sumps
- supply and placing of Granular 'A' at driveways
- clean up of discarded concrete pieces resulting from driveway cuts, catchbasin work, etc.

(b) SIDEWALK

Quantities of sidewalk will be measured in place in square metres and will include private walks as required. Private sidewalk steps shall be measured as above with length increased by 0.5 m for each step.

Payment at the unit price bid shall include:

- removal of existing sidewalk, where necessary
- excavation, fine grading and compaction of subgrade
- excavation and disposal of unsuitable material below subgrade
- supply, placing and compaction of Granular 'A' base
- supply of fill material for low areas under the sidewalk
- cutting tree roots
- disposal of unsuitable and excess material
- construction of the sidewalk as specified
- extra depth of concrete at driveways and commercial entrances
- adjusting manholes, handwells, valve boxes within the limits of sidewalk
- backfilling and compacting behind the sidewalk
- clean-up of discarded concrete pieces

4.4 MEASUREMENT AND PAYMENT (Cont'd)(b) SIDEWALK (Cont'd)

- sawcutting and removal of existing work to accommodate new work
- provision for signs
- backfilling, excavating, grading and compacting behind the sidewalk
- air entrainment testing
- supply and placing Granular 'A' at driveways
- clean-up of discarded concrete pieces

(c) ADJUST CATCHBASIN AND/OR MANHOLE

Payment for this item shall include the removal of modoloc sections, forming, pouring concrete collar filter fabric and cleaning sump.

(d) SETBACKS FOR CATCHBASINS

Payment for this item shall include the additional forming and concrete necessary to complete the setback.

(e) MISCELLANEOUS

All other items shall be measured and paid for at the prices bid in the Form of Tender.

Unless indicated otherwise in the Form of Tender, other items shall include the supply of materials, equipment and labour necessary to complete the item.

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APPENDIX "A"**CONCRETE SPECIFICATION****1. DESIGN MIX**

Concrete shall conform to OPSS 1350 and CSA A23. 1-04 unless noted otherwise herein.

Concrete shall have a minimum 28 day strength of 30 MPa.

Cement: 355 kg per m³

Water: Water cement ratio shall be 0.40

Admixtures: Air entraining - 7% ($\pm 1.0\%$) at time of placement

Slump: Maximum 75 mm

NOTE: The final design mix shall be submitted to the Engineer for approval when requested.

2. MATERIALS

Cement shall be Normal Portland Cement (Type 10) conforming to Form 1301.

THE USE OF SLAG WILL NOT BE ALLOWED.

Aggregate shall consist of quarried crushed stone. Pit aggregate will not be acceptable. Combined aggregates shall be of such composition of sizes that when separated on a No. 4 standard sieve, the weight passing the sieve shall not be less than 30% or greater than 50% of the total.

COURSE AGGREGATE SHALL HAVE A PETROGRAPHIC NUMBER OF 125 OR LESS.

The maximum sized aggregate shall not exceed 18 mm. All stones shall be commercially washed or equal. Water used for mixing shall be clean and free from any ingredients which may set up harmful physical or chemical reaction in the concrete.

3. CONCRETE MIXING, PLACING AND CURING

All concrete shall be mixed-in-transit providing the Company producing the concrete and the travelling distance are approved by the Engineer.

Sufficient water only is to be added to the mix to ensure workability and obtain the slump as already specified so that the concrete may flow using vibrators, if necessary, into the corners of the forms and into deeper sections.

Concrete during and immediately after depositing shall be thoroughly compacted by means of suitable tools. For thin walls or inaccessible portions of the forms where spading, rodding or forking is impracticable, the concrete shall be worked into place by vibrating or hammering the forms lightly opposite the freshly deposited concrete. The concrete shall be thoroughly worked around any reinforcement, and around all embedded fixtures and into the corners of the forms.

Excess accumulation of water on the surface of the concrete due to water gain, segregation or other causes, during placement and compacting shall be prevented as far as possible by adjustments in the mix. Provisions shall be made for the removal of such excess water as may accumulate so that under no circumstances will concrete be placed in such accumulations.

4. DELIVERY OF CONCRETE

Upon delivery of each load of concrete, the supplier will provide the Engineer with a copy of the Bill of Lading showing the following:

- a) Cement content per m³
- b) Admixtures
- c) Truck number
- d) Time of day and date truck loaded
- e) Volume of water added on site.

5. SAMPLING AND TESTING

Sampling and testing of concrete shall be in accordance with MTO Form 1350.



Report to Council

REPORT NO.: PW-23-22
DATE: April 6, 2023
ATTACHMENT: none
SUBJECT: TENDER RESULTS: 2023 SUPPLY & PLACE SURFACE TREATMENT

Recommendation:

THAT Report No. PW-23-22 entitled “Tender Results: 2023 Supply & Place Surface Treatment” be received;

AND THAT Township Staff defer the Fire Hall 3 HVAC replacement project to the 2024 Capital Budget;

AND THAT Township Staff reduce the Admin Office renovation budget from \$25,000 to \$10,000;

AND THAT the 2023 Supply & Place Surface Treatment work be awarded to Duncor Enterprises Inc. of Barrie, Ontario;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Duncor Enterprises Inc. for the purpose of completing the 2023 Surface Treatment Program.

Background:

The Township has participated with several other lower-tier municipalities in Elgin County (the “County”) to issue a Surface Treatment Tender. Since 2013, the Township has participated in a purchasing co-operative with the County of Elgin so to secure a Contractor. Pricing is obtained using a competitive process to procure surface treatment services. The Township procurement policy permits the Township to participate in co-operative purchasing with other government agencies or public authorities where it is in the best interest of the Township to do so. The policies of the government agencies or public authorities calling the co-operative are to be the accepted policy for that particular tender.

Comments/Analysis:

Single and Double Surface Treatment

The County called for tenders to complete their annual Microsurfacing & Surface Treatment Program with three bids received. The tender was awarded to the low bid contractor - Duncor Enterprises Inc. of Barrie, Ontario.

Township Staff recommends entering into an agreement with the Contractor to formally recognize the owner/contractor relationship. In the past, the Township's tender has stipulated a two-year warranty period. The County's tender stipulates a one-year warranty. Notwithstanding the County's policy, Township Staff recommend a two-year warranty in recognition of the increased tender quantities, which is similar to past practice, and which has been accepted previously by the recommended Contractor.

The following roads are scheduled to be resurfaced (Single Surface Treatment) in 2023:

1. Calton Line – from Springwater Road to Imperial Road (4.2km)
2. Dorchester Road – from Mapleton Line to Lyons Line (1.4km)
3. Glencolin Line – from Walker Road to Springer Hill Road (4.1km)
4. Granger Road – from South Limit to Nova Scotia Line (0.7km)
5. Nova Scotia Line – from West Limit to Imperial Road (Copenhagen) (0.4km)
6. Rommel Road – from South Limit to Calton Line (0.1km)
7. Springwater Road – from Calton Line to John Wise Line (2.0km)
8. Springwater Road – Ron McNeil Line to Mapleton Line (1.4km)
9. Vienna Line – West Limit to Imperial Road (2.5km)

The following roads are scheduled to be pulverized and resurfaced (Double Surface Treatment) in 2023:

1. Chalet Line – from Carter Road to East Limit (1.5km)
2. College Line – from Springwater Road to Imperial Road (4.1km)

The following road was pulverized and prepped for resurfacing in 2022 with a carry over for Double Surface Treatment in 2023.

1. Walker Road – from Pressey Line to Ron McNeil Line (0.5km)

The contract recognizes an existing County of Elgin material installation specification and Staff also recommend requesting a two-year warranty.

Financial Implications to Budget:

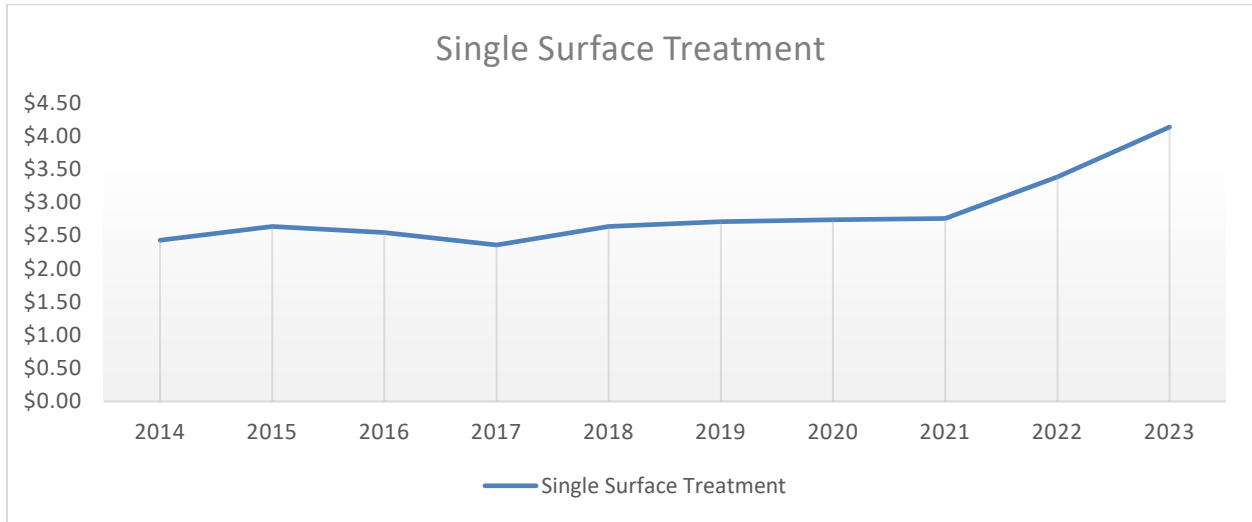
It is the opinion of Staff that the Township is still receiving a good value for its money and should continue to expand its surface treatment program to maximize its return on investment and reduce maintenance cost on Township roads. To date, the Council committed to expanding and maintaining its surface treatment program to ensure the program is fully-funded to meet this commitment. The recommended engineering best practice is to have a surface treatment program on a seven-year cycle and thereby 1/7th of our system should be resurfaced every year. This is based on the life expectancy of surface treatment in order to minimize maintenance costs.

In contrast to the expected 14% unit-rate increase projected in the 2023 budget, overall submitted prices for surface treatment have increased by ±22% in comparison to 2022

rates. Based on the unit prices bid for 2023, Staff estimate a total of \$622,000 for single surface treatment and \$398,000 for double surface treatment resurfacing (total \$1,020,000). The approved 2023 budget includes \$595,200 for single surface treatment and \$327,600 for double surface treatment (\$922,800) resulting in an expectant exceedance of \$97,200. Historical unit pricing for the Surface Treatment tender are as follows:

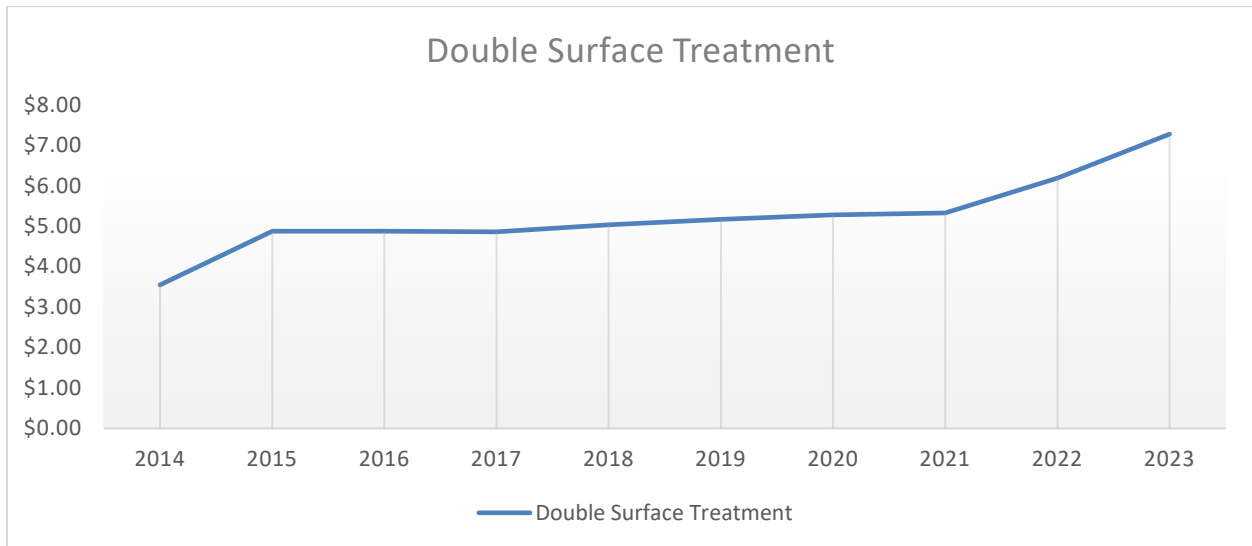
Single Surface Treatment:

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



Double Surface Treatment:

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



As this increase is more than that estimated in the surface treatment budget, to fund the 2023 resurfacing program to meet the program requirements an additional \$26,800 for

single surface treatment and an additional \$70,400 for double surface treatment would need to be funded through road maintenance reserves.

In order to offset the expectant \$97,200 budget exceedance for 2023, the following options may be considered:

1. Defer Fire-Hall 3 (Council Chambers) HVAC Replacement to 2024: \$50,000

The HVAC system at Fire-Hall 3 (Council Chambers) is at the end of its useful life, evidenced by HVAC contractor inspection, recommending timely replacement prior to possible failure of the 22-year old heating/air system. A facility condition assessment is included in the 2023 capital budget, which will give recommendation on overall best management/replacement practice for facility mechanical devices. This HVAC replacement would not be considered until the outcome of that program is known in Q3/Q4 2024, and accordingly deferral to 2024 capital budget will have little impact.

2. Admin Office Renovations: \$25,000

A \$25,000 renovation budget was included in 2023 to construct office space in the current storage room at the Township Admin office. This budget may be deferred to 2024 or reduced, as interim solutions can be provided for such space.

3. Loader Replacement: \$45,000

The in-place equipment replacement plan calls for replacement of the Township 2008 Case Loader. A similar replacement was recently closed on GovDeals from a Northern Ontario Municipality for \$45,000. Staff expect a similar disposal value for the current planned replacement, which is revenue unaccounted for in the 2023 budget.

The Capital and revenue revisions proposed in items 1-3 above account for \$120,000 savings in the 2023 capital budget which can serve to fund the \$97,200 shortfall for surface treatment undertaking.

Alternatively, the program could be reduced by removing the single surface treatment on Granger Road (South Limit to Nova Scotia Line) and the double surface treatment on Chalet Line (Carter Road to East Limit) from the works which would bring the 2023 operations to within the budgeted allocation. This alternative is not recommended by staff, in an effort to effectively manage and maximize asset life expectancy in accordance with the adopted Asset Management Plan.

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

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 “Local Government” Strategic Pillar relates to “Embody Financial Efficiency throughout Decision-Making”.

Securing service providers using a competitive procurement practice and using a purchasing co-operative typifies this goal.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter, Roads & Construction Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: PW-23-20
DATE: April 6, 2023
ATTACHMENT: none
SUBJECT: RADAR SPEED SIGNAGE

Recommendation:

THAT Report No. PW-23-20 entitled “Radar Speed Signage” be received.

Background:

At the March 16, 2023 Regular Meeting of Council, staff were directed to report on costing and implementation of radar speed signage in the Village of Springfield.

In 2018, Council directed Staff to investigate and report on the process for Malahide community groups to petition and sponsor radar speed signage on Elgin County roads within the Township, and passed the following by resolution 18-381.

“No. 18-381
 Moved by: Mark Widner
 Seconded by: Jim Jenkins

THAT Report No. PS-18-40 entitled “Community Sponsored Radar Speed Signs” be received;

AND THAT the implementation of a program for the installation of community sponsored radar speed signs be supported; subject to the following warrant/criteria for the installation of a sign being:

- (i) A recommendation from the Township’s Community Policing Committee; and
- (ii) Conditional upon full financing/sponsorship from the community group.”

Comments/Analysis:

The currently adopted practice of requiring a community group to fund such initiative while being sponsored by the Community Policing Committee was consistent with those

programs endorsed in neighbouring municipalities at that time. It is understood that the Community Policing Committee endorsement was instrumental in enabled cost sharing with the Ministry of Transportation at that time for the installation of radar speed signage on Elgin Road 74 entering the Village of Belmont in the Municipality of Central Elgin. Since the adoption of the subject policy in 2018, no applications have been brought forward to staff to request radar speed signage.

Following the March 16, 2023 meeting of Council, staff reached out to staff from both Central Elgin, and the County of Elgin, both of whom advised that currently, no local supporting policy exists at a staff level for installation of such signage at this time. Staff also reached out to the OPP and have been advised that a portable speed sign is available which can be deployed within Elgin County to any area of concern.

Township Staff contacted sign suppliers to obtain budget pricing on radar sign installation similar to the image included below. If Township Council or a Community Group desired to purchase and install radar speed signage under the terms of the current guidance policy, the estimated capital cost of the project would be in the range of \$4,000 to \$5,500 per sign, depending on size (11" – 18"). The signs do require regular routine maintenance and battery replacement (estimated to be approximately \$200/year). The County Staff advised that approval would not likely be an issue and would be conditional upon the sign being owned, installed, and maintained by the Township and that all installation and future maintenance costs be borne by the Township.



Since the 2018 implementation of user group sponsoring requirements, the Township has had zero undertakings of such initiative. Given the OPP Community Policing Committee members may have access to the latest data and be better suited to review speed and accident records and make recommendations, program oversight is still recommended.

Accordingly, staff recommend that the warranting criteria for Township management of radar speed signage remain consistent with the current program being:

- 1) A recommendation from the Township's Community Policing Committee; and,
- 2) Conditional upon full financing/sponsorship from the community group.

Absent of community undertaking of this initiative, staff would suggest exploring the opportunity provided by the potential use of the OPP managed signage on a complaint / request basis. The OPP have advised that in order to consider deployment of their radar speed managed devices, the Township may make an email request noting the requested area, and OPP will investigate the area and install such signage. Township Staff suggest a resolution be passed to make such request, which will enable consistent discussion and tracking of deployment.

Financial Implications to Budget:

The 2023 budget as presented does not include provision for radar speed signage. Subject to the Council concurring with the Staff's recommendations herein to remain consistent with the current adopted program, the capital cost of the signs would be borne by the petitioning group. Ongoing future maintenance costs would be borne by the municipality. Utilizing OPP programming ability will have no impact on Township financing.

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 is "Improve Communication Within Our Community". Advisement of available policy and alternative delivery methods works to achieve this goal.

Submitted by:	Approved for Council:
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: PW-23-23
DATE: April 6, 2023
ATTACHMENT: None
SUBJECT: TENDER AWARD – SPARTA LINE DRAIN NO. 1

Recommendation:

THAT Report No. PW-23-23 entitled “Tender Award – Sparta Line Drain No. 1” be received;

AND THAT the tender for the Sparta Line Drain No.1 be awarded B. Provoost Excavating Ltd., in the amount of \$32,000.00 (plus applicable taxes).

Background:

As Council is aware, the Township of Malahide received a petition for drainage to have new drains constructed on Sparta Line. The road authority as well as a landowner, have petitioned the Township to have new drains constructed along Sparta Line west of Imperial Road. Township Council authorized for tenders to be called by resolution No. 23-089 following the first and second reading of Bylaw No. 23-12.

“No. 23-089

Moved By: Sarah Leitch

Seconded By: John H. Wilson

THAT the tenders for the construction of the Sparta Line Drain No. 1 be requested for March 30, 2023 at 11:00 a.m.

Carried”

Comments/Analysis:

The Township of Malahide called tenders for the construction of the Sparta Line Drain No. 1 which closed on March 30, 2023 at 11:00 am. The Township received 8 (eight) bid submissions as follows (prices do not include taxes):

B. Provoost Excavating - \$32,000.00

Laemers Excavating - \$32,079.10

Van Gorp Drainage - \$40,055.00
 Robinson Farm Drainage - \$42,400.00
 Browns Enterprises - \$45,426.70
 Froese Excavating - \$46,811.00
 Van Bree Drainage - \$47,437.00
 JLH Excavating - \$65,434.20

Engineer's Estimate: \$33,500.00

The lowest bid was received from B. Provoost Excavating Ltd., in the amount of \$32,000.00 (plus HST). Staff are satisfied that B. Provoost Excavating Ltd. can perform the duties tasked in this contract. The Staff would therefore recommend that the Council award the Sparta Line Drain No. 1 tender to B. Provoost Excavating Ltd.

Financial Implications to Budget:

Section 59(1) of the Drainage Act, R.S.O. 1990, c. D.17 requires award of contract for tenders closing within 133% of the Engineers Estimate. The low tender submitted by B. Provoost Excavating Ltd. is less than the cost estimated by the Engineer and is required to award.

Actual incurred project costs will be distributed to the benefitting landowners provided in the assessment schedule of the adopted engineers report.

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 is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: PW-23-24
DATE: April 6, 2023
ATTACHMENT: None
SUBJECT: TENDER AWARD – SPARTA LINE DRAIN NO. 2

Recommendation:

THAT Report No. PW-23-24 entitled “Tender Award – Sparta Line Drain No. 2” be received;

AND THAT the tender for the Sparta Line Drain No. 2 be awarded Laemers Excavating, in the amount of \$27,493.66 (plus applicable taxes).

Background:

As Council is aware, the Township of Malahide received a petition for drainage to have new drains constructed on Sparta Line. The road authority as well as a landowner, have petitioned the Township to have new drains constructed along Sparta Line west of Imperial Road. Township Council authorized for tenders to be called by resolution No. 23-092 following the first and second reading of Bylaw No. 23-13.

“No. 23-092

Moved By: Sarah Leitch

Seconded By: John H. Wilson

THAT the tenders for the construction of the Sparta Line Drain No. 2 be requested for March 30, 2023 at 11:00 a.m.

Carried”

Comments/Analysis:

The Township of Malahide called tenders for the construction of the Sparta Line Drain No. 2 which closed on March 30, 2023 at 11:00 am. The Township received 8 (eight) bid submissions at that time. The tender results are as follows, prices do not include taxes.

Laemers Excavating - \$27,493.66

B. Provoost Excavating - \$29,000.00

Froese Excavating - \$29,803.00
 Robinson Farm Drainage - \$35,645.00
 Van Gorp Drainage - \$38,885.00
 Browns Enterprises - \$44,039.00
 Van Bree Drainage - \$45,743.50
 JLH Excavating - \$63,035.99

Engineer's Estimate: \$28,900.00

The lowest bid was received from Laemers Excavating, in the amount of \$27,493.66 (plus HST). Staff are satisfied that Laemers Excavating can perform the duties tasked in this contract. The Staff would therefore recommend that the Council award the Sparta Line Drain No. 2 tender to Laemers Excavating.

Financial Implications to Budget:

Section 59(1) of the Drainage Act, R.S.O. 1990, c. D.17 requires award of contract for tenders closing within 133% of the Engineers Estimate. The low tender submitted by Laemers Excavating is less than the cost estimated by the Engineer and is required to award.

Actual incurred project costs will be distributed to the benefitting landowners provided in the assessment schedule of the adopted engineers report.

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 is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: FIN-23-06
DATE: April 6, 2023
ATTACHMENT: None
SUBJECT: **2023 BUDGET BY-LAW APPROVALS**

Recommendation:

THAT Report No. FIN 23-06 titled “2023 Budget By-law Approvals” be received for information;

AND THAT By-law 23-26 authorizing the adoption of the 2023 Budget and By-law 23-27 authorizing the establishment of various User Fees and Rates be approved.

Background:

At its Special Meeting of March 14, 2023 Council considered Report No. FIN-23-04, which detailed the financial impact of a number of amendments that Council had requested through the 2023 budget deliberations. Council accepted these amendments through the following resolution:

“Resolution No. 23-114
 Moved by Mark Widner and seconded by Rick Cerna:

THAT Report No. FIN 23-04 titled “Amendments to the 2023 Draft Budget” be received;

AND THAT Council approve the 2023 Budget with amendments as provided in this Report.”

In order to comply with Section 290 of the Municipal Act, 2001, S.O. 2001, c. 25 (“Municipal Act”), the Township is required to prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality. In accordance with By-law 12-38, public notice of Council’s intent to adopt its annual budget was provided no less than seven days prior to approval. No comments from the public have been received since this time.

At the above-noted Special Meeting, Council also approved the following resolution:

“Resolution No. 23-114

Moved by Mark Widner and seconded by Rick Cerna:

THAT Council approve the User Fee Schedules for 2023 as presented in the 2023 Budget.”

Appendix A of the 2023 Draft Budget contained a full schedule of proposed user fees. Changes from the Township’s 2022 fee set were minor and no amendments were requested by Council during budget deliberations. Section 391 of the Municipal Act allows municipalities to pass by-laws to impose fees or charges for services done by or on behalf of it. In order to update the Township’s fees, the Township’s existing user fee By-law is recommended to be repealed and replaced with a new user fee By-law based on the fee set presented in the 2023 Budget.

Comments/Analysis:

The following By-laws have been added on the April 6, 2023 agenda for Council’s approval:

- 23-26 2023 Budget By-law
- 23-27 User Fee By-law

Submitted by:	Approved for Council:
Adam Boylan Director of Corporate Services/Treasurer	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: DS-23-11
DATE: April 6, 2023
ATTACHMENT: Draft By-law
SUBJECT: **SUPPLEMENTARY BUILDING CODE CONSULTANT SERVICE UPDATE**

Recommendation:

THAT Report No. DS-23-11 entitled “Supplementary Building Code Consultant Service Update” be received;

AND THAT the draft By-law appointing new Building Officials under the Building Code Act for the Township of Malahide be approved as presented.

Background:

In 2021, Council approved RSM Building Consultants (“RSM”) to be utilized by the Township’s Chief Building Official (“CBO”) on an as-needed and supplementary basis. The reciprocal agreement continues to be beneficial for the Building Department to maintain departmental efficiency and ensure development in Malahide is not burdened by delays.

Comments/Analysis:

In the original agreement with RSM, there were specific qualified individuals listed who would be able to provide these building services on behalf of the Township when called upon. Since the implementation of this service, there have been staff changes at RSM. As a result, the necessary documents including the By-law need to be updated to ensure that the accurate Building Officials are appointed for the purpose of carrying out and enforcing regulations in accordance with the Building Code Act, 1992, S.O. 1992, c. 23 for the Township.

It is noted that the Township will be commencing the shared building services with the Municipality of Bayham. The recommended actions of this report do not directly impact that service, but rather is an update to reflect staff changes at RSM.

Financial Implications to Budget:

There is financial impact with these changes.

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 Government” Strategic Pillar relates to “Pursue New Partnerships”, particularly, exploring partnerships with regional public and private sector entities to effectively fill any gaps that may exist in the delivery of services.

Submitted by:	Approved by:
Scott Sutherland, CBCO Manager of Building Services/By-law Enforcement	Adam Betteridge, Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 23-19

Being a By-law to appoint Building Officials under the Building Code Act for the Township of Malahide.

WHEREAS: pursuant to Section 3(2) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, the Council shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of this Act;

AND WHEREAS it is deemed necessary to appoint Deputy Chief Building Officials for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act within the Corporation of Township of Malahide;

NOW THEREFORE be it enacted by the Council of the Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT pursuant to the Building Code Act, Gerald Moore, Barbara Mocny, Devon Staley, Grant Schwartzentruber, and Andy Lamer be and is/are hereby appointed as Building Official(s) under the Building Code Act for the Corporation of the Township of Malahide for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act.
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 By-law 21-10 be repealed in its entirety and replaced with By-law 23-19.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 6th day of April, 2023.

READ a THIRD time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams



Report to Council

REPORT NO.: DS-23-12

DATE: April 6, 2023

ATTACHMENT: Report Photo; Re-Submitted Applications; and Recommended Conditions

SUBJECT: **RE-SUBMITTED APPLICATIONS FOR CONSENT TO SEVER NOS. E13-23 & E18-23 OF JOHN LOEWEN & DAVID LOEWEN (AUTHORIZED AGENT: DAVID ROE)**

LOCATION: Part of Lots 96 & 97, Concession 7, North Talbot Road (“NTR”), and Part of Lots 23 & 24, Concession North Gore, specifically described as Parts 1-4 on 11R-7037, and Part 1 on 11R-4182. (51477 & 51499 Glencolin Line, and 51432 Woolleyville Line)

Recommendation:

THAT Report No. DS-23-12 entitled “Re-Submitted Applications for Consent to Sever Nos. E13-23 & E18-23 of John Loewen & David Loewen (Authorized Agent: David Roe)” be received;

AND THAT the Re-Submitted Applications be approved by the Elgin County Land Division Committee for the reasons set out in this Report;

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

Background:

The subject applications for Consent to Sever (the “Applications”) were originally submitted in 2021 under the nos. E51-21 & E52-21, and were approved provided a number of conditions were completed. The original applications lapsed, and have been resubmitted in the same configuration (i.e. no changes).

The original applications were found to conform with applicable planning policies provided a number of conditions were satisfied. In addition to the standard and/or common conditions which pertain to severance applications, there were the following conditions:

- Road widening and turn-around block at the east-terminus of Woolleyville Line; and,
- Address the zoning for two businesses operating (or one business operating in two locations) as follows: one auto repair business on Woolleyville Line, operating under the name of “Endeavour Enterprises”, was zoned however well exceeded the number of vehicles permitted; and, one transport truck repair business on Glencolin Line that was not appropriately zoned.

Comments/Analysis:

With regard to the necessary road widening and turn-around block, the applicant’s surveyor has prepared and provided the necessary reference plan, and Township Staff are satisfied.

With regard to the two businesses, it was deemed necessary by both Township Council and the County Land Division Committee to ensure zoning conformity was appropriately addressed. The following was provided in the original planning report prepared by Township Staff:

1) the northerly business/operation at 51477 Glencolin Line:

“That the applicants initiate and assume all planning costs associated with the necessary planning applications for the existing transport truck and/or auto repair business operating at 51477 Glencolin Line, specifically, on Part of Lots 23 and 24, Concession Gore NTR, (specifically described as Part 4 on 11R-7037), with such cost to be paid in full to the Township and that the required processes be successfully completed prior to the condition being deemed fulfilled, or, that the Township of Malahide be satisfied that such business has ceased to operate.”

2) the southerly business/operation at 51432 Woolleyville Line:

“That the applicants initiate and assume all planning costs associated with the necessary planning applications for the existing transport truck and/or auto repair business operating on the subject lands (known locally as 51432 Woolleyville Line), specifically an amendment to the Township of Malahide Zoning By-law and Site Plan Control, with such cost to be paid in full to the Township and that the required processes be successfully completed prior to the condition being deemed fulfilled, or, that a zoning compliance certificate has been obtained from the Township of Malahide Chief Building Official for above-noted business confirming that the business is in compliance with the Township of Malahide Zoning By-law.”

The applicants’ Planner, David Roe, was agreeable and supportive of the above, and submitted zoning by-law amendments (nos. D14-Z01-22 and D14-Z02-22) accordingly on behalf of the applicants. To summarize, the applicants opted to de-zone the business/operation on Woolleyville Line, and shift that zoning to the northerly business/operation at 51477 Glencolin Line. The zoning amendments were each approved by Township Council.

Throughout the process of addressing the zoning conformity of the two businesses, the applicants have questioned the need. Clean-up of vehicles at the Woolleyville site has mostly occurred, however a zoning compliance certificate to confirm that the use no longer exists has not yet been obtained from the Township. The operation at Glencolin, which obtained the first step in becoming lawfully-zoned, also requires that the building obtain the necessary structural improvements in accordance with the Ontario Building Code. As of the date of writing Staff are not aware that the applicants are proceeding with those necessary improvements. Notwithstanding, the conditions are recommended to remain. If the business doesn't cease appropriately, the improvements are needed regardless of whether the Applications are approved.

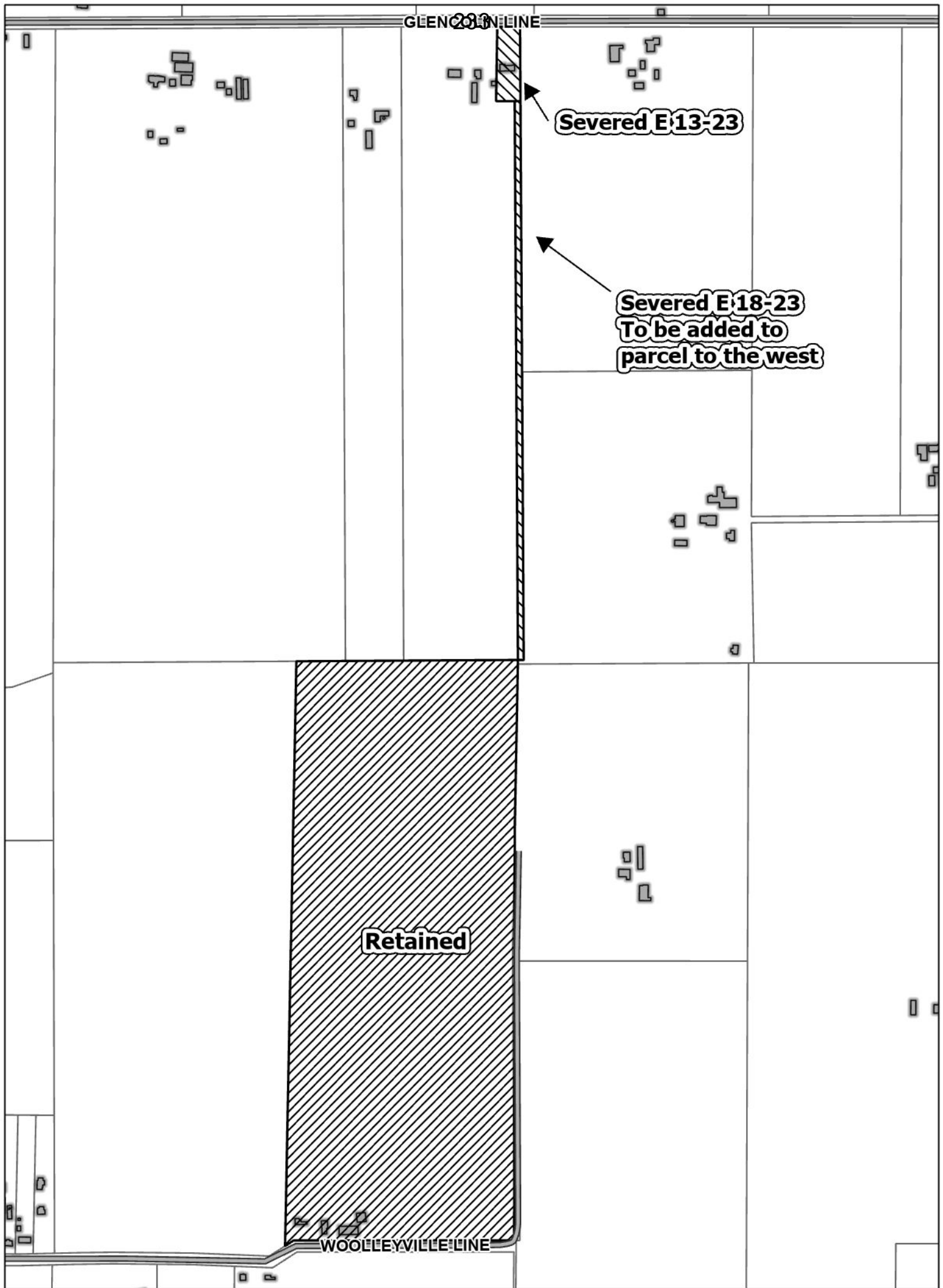
Lastly, it has been identified that the southerly farm property is shown as being one property in the application material, but is shown in the Registry Office as being two separate parcels; the County Land Division Committee may want to consider and determine any necessary measures.

The conditions imposed with the original applications are recommended to be re-imposed, notwithstanding most of them have been satisfied. The status of the business(es) as described above remain outstanding as of the date of this report.

Financial Implications to Budget:

The full cost of the consent and associated planning processes are at the expense of the applicants and has no implications to the Township's Operating Budget.

Approved by:
Adam Betteridge, Chief Administrative Officer

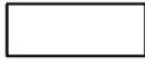

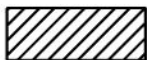




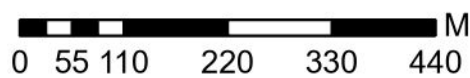
Location Map

Subject Site: 51432 Wooleyville Line
 File Number: E 13-23 and E 18-23
 Owner: John and David Loewen
 Planner: Unknown
 CA: Catfish Creek Conservation
 Created By: PC
 Date: 02/24/2023
 Township of Malahide



Legend

-  Subject Site
-  Severed
-  Retained
-  Elgin Road Network
-  Buildings





John and David Loewen
51432 Wooleyville Line
resubmission of E51-21

APPLICATION FOR CONSENT

1. Name of Approval Authority ELGIN COUNTY LAND DIVISION COMMITTEE
2. (a) **Name of Owner** John and David Loewen
 Address 51477 Glencolin Line, Aylmer, ON N5H 2R3
 Telephone Number 519-765-2409 Email _____
2. (b) **Name of owner's solicitor or authorized agent** David Roe , Civic Planning Solutions Inc.
 Address 61 Trailview Dr. Tillsonburg, ON N4G 0C6
 Telephone Number 519-983-8154 Email civicplanningsolutions@nor-del.com
2. (c) **Name of Applicant** same as owner
 Address _____
 Telephone Number _____ Email _____
 Relationship to Owner: Purchasing Farmer () Other () please specify _____

Please specify to whom all communications should be sent:

Owner(s) () Solicitor () Agent () Applicant ()

AUTHORIZATION TO APPOINT AN AGENT must be provided if an agent or solicitor is acting on behalf of the land owner or applicant.

3. (a) Type and purpose of proposed transaction: (check appropriate space)
- | | | | | | |
|-----------|-------------------------------------|-------------------------|--------|--------------------------|---------------------|
| Transfer: | <input type="checkbox"/> | creation of a new lot | Other: | <input type="checkbox"/> | mortgage/charge |
| | <input type="checkbox"/> | addition to a lot | | <input type="checkbox"/> | lease |
| | <input checked="" type="checkbox"/> | surplus farm dwelling** | | <input type="checkbox"/> | easement/R.O.W. |
| | <input type="checkbox"/> | technical severance | | <input type="checkbox"/> | correction of title |
| | <input type="checkbox"/> | other (specify) _____ | | | |

**** If the application involves the severance of a surplus farmhouse (through farm consolidation), please complete and submit attached Appendix "B" – "Surplus Farm Dwelling Information Form."**

- (b) Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged:

David Loewen

- (c) If a lot addition, identify the assessment roll number and property owner of the lands to which the parcel will be added:

4. (a) Location of land:

Municipality Malahide Concession No. North Gore
 Lot(s) No. 23 and 24 Registered Plan No. _____
 Name of Street Wooleyville Line Street No. and/or 911 No. 51432
 Assessment Roll No. 34080000500700 and 51499 Glencolin Line

(b) Are there any easements or restrictive covenants affecting the subject land?

Yes No If Yes, describe the easement or covenant and its effect:

5. Description of land intended **to be severed**: (Accurate Measurements in Metric) Parcel A

Frontage 43.89m Depth 134.112m Area 5845.1m²
 Existing Use Agricultural Proposed Use Residential

Number and use of buildings and structures on the land to be severed:

Existing Dwelling
 Proposed nothing at this time

6. Description of land intended **to be retained**: (Accurate Measurements in Metric) Parcels B and C

Frontage 403.1m Depth 1020m +971.282m Area 37.5ha + 0.47ha
 Existing Use Agricultural Proposed Use Agricultural

Number and use of buildings and structures on the land to be retained:

Existing Dwelling, barn, shop and trailer
 Proposed nothing at this time

7. Number of new lots proposed (including retained lots) 2

8. Type of access for proposed and retained lot: (check appropriate space)

TYPE	PROPOSED LOT	RETAINED LOT
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal road, maintained all year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Municipal road, seasonally maintained	<input type="checkbox"/>	<input type="checkbox"/>
Other public road	<input type="checkbox"/>	<input type="checkbox"/>
Right Of Way	<input type="checkbox"/>	<input type="checkbox"/>
Water access	<input type="checkbox"/>	<input type="checkbox"/>

If proposed access is by water, what boat docking and parking facilities are available on the mainland? (specify) _____

9. (a) What type of water supply is proposed: (check appropriate space)

<u>TYPE</u>	<u>PROPOSED LOT</u>	<u>RETAINED LOT</u>
Publicly owned and operated piped water system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual well **	(<input checked="" type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Privately owned and operated communal well **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Lake or other water body	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify) _____	_____	_____

(b) ** If existing water supply is provided from a privately owned and operated individual/ communal well, **the owner shall be required to provide written confirmation from a licensed well installer that the private well provides the quality and quantity of potable water required by Provincial standards. (Written confirmation to be attached to the Application); AND**

(c) ** **A water quality test by the applicable public health unit is required (Written confirmation to be attached to the Application)**

10. (a) What type of sewage disposal is proposed: (check appropriate space)

<u>TYPE</u>	<u>PROPOSED LOT</u>	<u>RETAINED LOT</u>
Publicly owned and operated sanitary sewage system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual septic Tank **	(<input checked="" type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Privately owned and operated communal septic System **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify) _____	_____	_____

(b) **If existing sewage disposal is privately owned, **the owner shall be required to provide written confirmation from a licensed septic installer that the system is in satisfactory operating condition. (Written confirmation to be attached to the Application)**

NOTE: If 9(b), 9(c) and 10(b) are not provided, the application is not considered complete and the application will not be accepted until such time as the outstanding items have been provided and it is deemed complete.

11. When will water supply and sewage disposal services be available?

Existing systems

12. What is the existing Official Plan designation(s) of the subject land?

Agricultural

13. What is the existing Zoning designation(s) of the subject land?

Parcel A - A4, Parcel B - A1-20-H-1, Parcel C - A3

14. Has the subject land ever been the subject of an application for approval of a plan of subdivision under the Planning Act? Yes No Unknown

If Yes, and known, provide the application file number and the decision made on the application

15. If this application is a re-submission of a previous consent application, describe how it has been changed from the original application

E51-21 and E52-21

16. (a) Has there been any previous severances of land from this holding?

Yes No

- (b) If the answer to (a) is Yes, please indicate previous severances on the required sketch and supply the following information for each lot severed:

Who the severance was granted to John and David Loewen

Use of parcel Agricultural

Date parcel created (Year) 2006

17. If this application is for a lot addition, has the lot to be enlarged ever been the subject of a previous severance?

Yes No

If Yes, provide the previous severance File No.

18. (a) Are there any barns within 750 metres of the proposed severed lands?

Yes No

i) Now used for livestock? Yes No

ii) Capable of being used for livestock? Yes No

- (b) If there are livestock barns located within 750 metres of the dwelling on the retained lands a MDS 1 calculation is required to be submitted with this application for consent pursuant to Minimum Distance Separation (MDS) document -Implementation Guideline #6.

19. Is the owner, solicitor, or agent applying for additional consents on this holding simultaneously with this application, or considering applying for additional consents in the future?

Yes No

20. Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?

Yes No

If Yes, and known, specify the Ministry file number and status of the application

21. Is the subject land currently the subject of an application for a zoning by-law amendment, Minister's zoning order amendment, minor variance, or approval of a plan of subdivision?

Yes No

If Yes, and known, specify the appropriate file number and status of the application approved

22. (a) Is the application consistent with the Provincial Policy Statement 2020 issued under subsection 3(1) of the Planning Act?

Yes No

- (b) If Yes, identify policies from the Provincial Policy Statement 2020 to support this application for consent

Section 2.3.4.1 c) surplus farm dwelling

23. Is the subject land within an area designated under any provincial plan or plans?

Yes No

If Yes, does the application conform to or conflict with the applicable provincial plan or plans

24. Did pre-consultation occur with the local Municipality and/or other agencies?

Yes No

Enter date of consultation and contact person
Adm Betteridge

25. The Owner/Applicant/Agent hereby authorizes Land Division Committee members and the Corporation of the County of Elgin staff to enter onto the subject property for the purpose of Site inspections with respect to this application.

26. The Owner/Applicant/Agent hereby consents to disclosure of the information contained in this Application pursuant to Section 32(b) of Bill 49, Chapter 63, S.O. 1989, being an Act to provide for Freedom of Information and Protection of Individual Privacy in Municipalities and Local Boards.

27. DETAILED SKETCH:

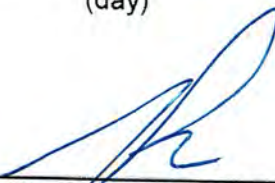
The application shall be accompanied by a detailed sketch showing the following:

- the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained;
- the boundaries and dimensions of any land owned by the owner of the subject land and

- that abuts the subject land;
- the distance between the subject land and the nearest municipal lot line or landmark, such as a railway crossing or bridge;
- the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- the approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be created** and shall comply with the Zoning By-Law setbacks;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be retained** and shall comply with the Zoning By-Law setbacks;
- the existing use(s) on adjacent lands;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
- the location and nature of any easement affecting the subject land.

Dated at the _____ Township _____ of _____ Malahide
 (Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)

this _____ ^{13th} day of _____ February _____ 20 _____ 23
 (day) (month) (year)



 SIGNATURE OF APPLICANT(S), SOLICITOR OR AUTHORIZED AGENT

AUTHORIZATION TO APPOINT AN AGENT

NOTE: This form is only to be used for applications, which are to be signed by someone other than the owner(s).

To: Secretary-Treasurer
Land Division Committee
Corporation of the County of Elgin

Description and Address of Subject Lands:

51432 Wooleyville Line and 51477 and 51499 Glencolin Line

Malahide, North Gore, Lots 23 and 24

I/We, the undersigned, being the registered owner(s) of the above lands hereby authorize

David Roe of Tillsonburg to:
(Agents Name/Names) (Agents City/Town of Residence)

- (1) make an application on my behalf to the County of Elgin Land Division Committee;
- (2) appear on my behalf at any hearing(s) of the application; and
- (3) provide any information or material required by the Land Division Committee relevant to the application.

Please Print Names in Block Letters Below Signatures

Dated at the _____ Township of Malahide
(Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)

this 8th day of February 2023
(Day) (Month) (Year)

John Loewen
Name of Owner John Loewen

[Signature]
Signature of Owner

David Loewen
Name of Owner David Loewen

[Signature]
Signature of Owner

Name of Owner

Signature of Owner

Name of Witness

Signature of Witness

APPENDIX "A" PROCESS CHECKLIST

**** PLEASE NOTE: If any of the below steps are not completed, the application is subject to delays as per the Planning Act, R.S.O. 1990 c. P.13, as amended.**

- Pre-consult with Municipalities and applicable agencies.
- Submit one copy of Completed Application with fee of \$1250.00 payable to TREASURER, COUNTY OF ELGIN.
- Identification Signs: Two yellow signs will be sent to you by courier for posting on the portion of the lot to be severed. Failure to post signs will result in a delay of a decision from the Land Division Committee. Check frequently to ensure that the signs are in place.
- Notice of Hearing: At least fourteen (14) days prior to the date of the hearing you will receive a "Notice of Application" with the date and time when the severance will be heard.
- Hearing: The Land Division Committee will consider the application(s) and submissions by all interested parties regarding the severance. The Committee will make a decision immediately following the hearing of the application.
- Decision: A Notice of Decision will be forwarded within fifteen (15) days after the date of the Hearing.
- Conditions: A one-year time limit after the date of decision to obtain the consent stamp on the deed(s) is generally imposed and other conditions may be imposed.
- Appeal Period: A twenty (20) day appeal period from the giving of the notice of Decision during which any person or public body may appeal the decision and/or conditions imposed by the Committee to the Local Planning Appeal Tribunal. After the appeal period, notice will be sent advising that either no appeals were received or that the application has been appealed.
- If Appealed: A notice of appeal setting out the reasons for the appeal is forwarded to the Secretary-Treasurer of the Land Division Committee, with a cheque payable to the Minister of Finance for \$300.00 for the first appeal and \$25.00 for each further appeal related to the same matter. Notice of Appeal must be received within the twenty (20) day appeal period. A copy of an appeal form is available from the LPAT website at www.elto.gov.on.ca or for pick-up at the County Municipal Offices, 450 Sunset Drive, St Thomas.
- No Appeal: If no appeal is received, the decision is final and binding and the applicant is required to: a) Satisfy the conditions imposed by the Committee within one (1) year from the date of decision; b) Obtain the services of a land surveyor to survey the lands to be severed in accordance with the Decision; c) Obtain the services of a solicitor to prepare the necessary documents for certification; d) Submit the Transfer documents to the Secretary-Treasurer of the Land Division Committee for final certification; e) Register the documents at the Registry Office for the County of Elgin.
- Stamping of Deed: Signed Acknowledgement and Direction, Two (2) copies of the Transfer Document with Schedule Page for affixing the consent stamp, Two (2) copies of the Reference Plan (one (1) hardcopy and one (1) digital copy) and a fee of \$300.00.

APPENDIX "B"

Surplus Farm Dwelling Information Formin Support of an Application for Consent under the *Planning Act, R.S.O. 1990 c. P.13, as amended*

1. Details of Subject Lands			
Municipal Address 514321 Wooleyville Line, 51477 and 51499 Glencolin Line			
Legal Description Malahide, Gore Lots 23 and 24			
Lot Area (metric): 38.55ha	Lot Frontage (metric): 43.891m. 403.1m, nil	Lot Depth (metric): 2125m	Year the surplus dwelling was constructed: 1990
Provide confirmation that the surplus dwelling is capable of human habitation, and that it is not a farm help house: house is occupied			
Is the proposed Surplus Farm Dwelling a result of farm consolidation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
2. Proposed Transaction			
Identify the proposed transaction (i.e. the proposed severance) – to whom will the severed lot and retained agricultural lands be sold or conveyed to? Please include details on purchaser/purchasee Parcel A to David Loewen, Parcel B to David, John , Linda and Kitty Loewen Parcel C to walker Dairy Inc.			
Identify how/why the dwelling is surplus to the needs of the owner due to farm consolidation House is surplus to farm operation of David, John, Linda and Kitty Loewen			
3. Details of the Lands Farmed by the Person to whom the Dwelling is Surplus			
To whom is the dwelling surplus? <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Purchasing Farmer (separate form)			
Total area of land farmed (metric): 60.7ha	Total area of farm land owned (metric): 60ha		
Identify the locations of all lands farmed by the owner: 51499 and 51477 Glencolin and 51432 Wooleyville Line			
4. Farm Business Status			
Is the farm property on which the surplus farm dwelling located eligible for the Farm Property Class Tax Rate Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does the property owner have a valid Farm Business Registration Number? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Farm Business Registration Number: 11355703			
Does the purchasing farmer have a valid Farm Business Registration Number? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Farm Business Registration Number:			

5. Principal Residence of the Owner

Identify the location of the owner's principal residence:

51477 Glencolin Line

Does the owner own or rent their principal residence?

 Own Rent

Does the owner own any other dwellings?

 Yes No

If yes, identify the location of all other dwellings owned by the owner:

51432 Wooleyville Line and 51499 Glencolin Line

PLEASE NOTE:

If the purchasing farmer or owner cannot provide sufficient evidence as to their farm business status/status as a farmer, the application may be refused and/or not accepted by the Secretary-Treasurer of the Land Division Committee. Additionally, if the surplus farm dwelling criteria contained in the Official Plans of both Elgin County and the local municipality cannot be met, the application may be refused and/or not accepted by the Secretary-Treasurer of the Land Division Committee.

APPENDIX "B"

Surplus Farm Dwelling Information Form

in Support of an Application for Consent under the *Planning Act, R.S.O. 1990 c. P.13, as amended*

1. Details of Subject Lands			
Municipal Address 51433 Wooleyville Line and 51477 and 51499 Glencolin Line			
Legal Description Malahide, North Gore, Lots 23 and 24			
Lot Area (metric): 38.55ha	Lot Frontage (metric): 43.891m	Lot Depth (metric): 2125m	Year the surplus dwelling was constructed:
Provide confirmation that the surplus dwelling is capable of human habitation, and that it is not a farm help house: house is occupied			
Is the proposed Surplus Farm Dwelling a result of farm consolidation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
2. Proposed Transaction			
Identify the proposed transaction (i.e. the proposed severance) – to whom will the severed lot and retained agricultural lands be sold or conveyed to? Please include details on purchaser/purchasee Walker Dairy Inc. purchaser of the farmlands			
Identify how/why the dwelling is surplus to the needs of the owner due to farm consolidation Walkers through their various companies have a large number of farms and dwellings			
3. Details of the Lands Farmed by the Person to whom the Dwelling is Surplus			
To whom is the dwelling surplus? <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Purchasing Farmer			
Total area of land farmed (metric): 1214ha (3000ac)	Total area of farm land owned (metric): 1416ha (3500ac)		
Identify the locations of all lands farmed by the owner: Extensive land holdings within Lots 94 to 102 Concession NTR East			
4. Farm Business Status			
Is the farm property on which the surplus farm dwelling located eligible for the Farm Property Class Tax Rate Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does the property owner have a valid Farm Business Registration Number? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Farm Business Registration Number:			
Does the purchasing farmer have a valid Farm Business Registration Number? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Farm Business Registration Number:			

5. Principal Residence of the Owner

Identify the location of the owner's principal residence:

51476 Talbot St. East

Does the owner own or rent their principal residence?

 Own Rent

Does the owner own any other dwellings?

 Yes No

If yes, identify the location of all other dwellings owned by the owner:

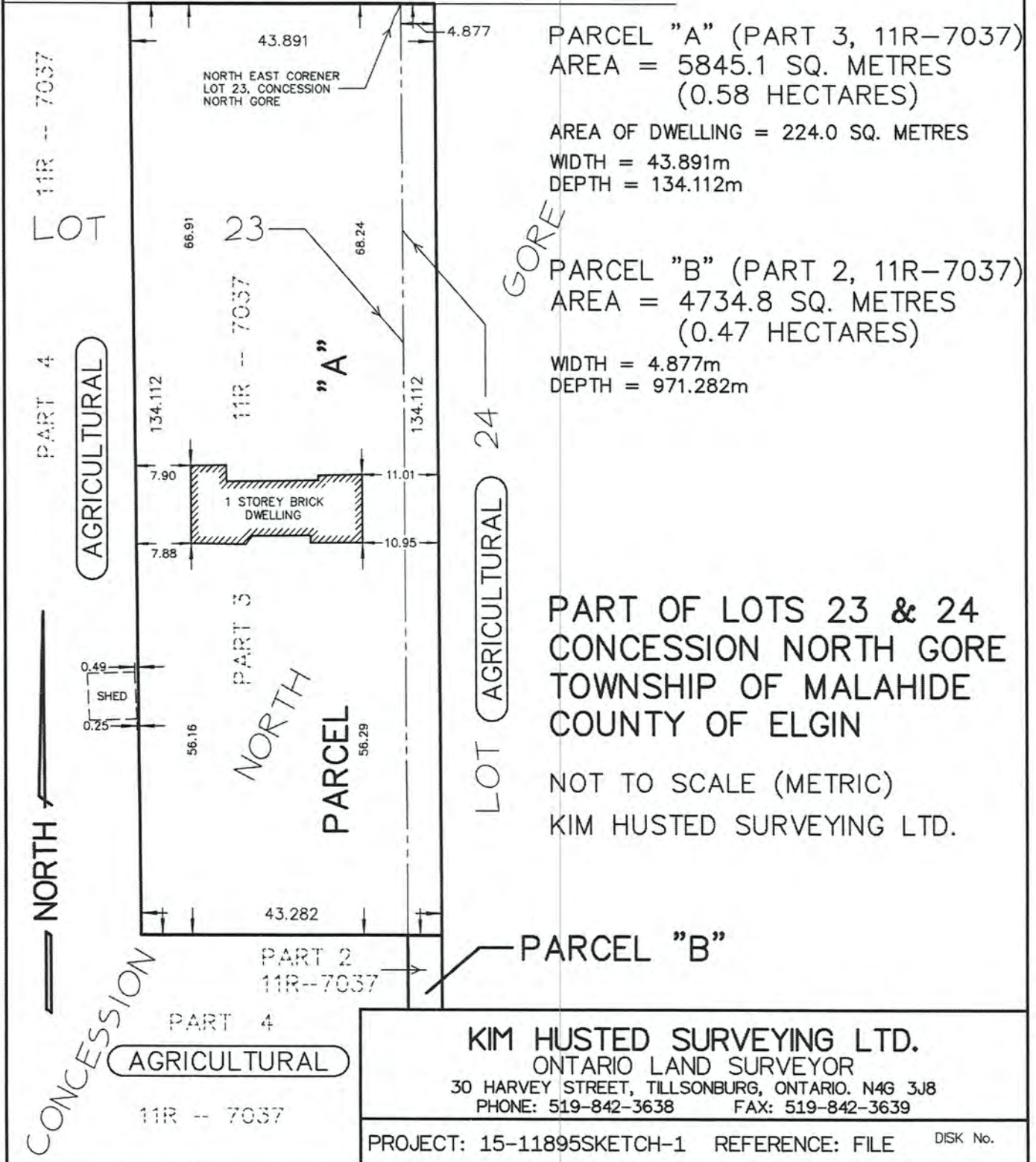
Houses at 51344, 51475, 51485, 51538, 51836 Talbot St. East

PLEASE NOTE:

If the purchasing farmer or owner cannot provide sufficient evidence as to their farm business status/status as a farmer, the application may be refused and/or not accepted by the Secretary-Treasurer of the Land Division Committee. Additionally, if the surplus farm dwelling criteria contained in the Official Plans of both Elgin County and the local municipality cannot be met, the application may be refused and/or not accepted by the Secretary-Treasurer of the Land Division Committee.

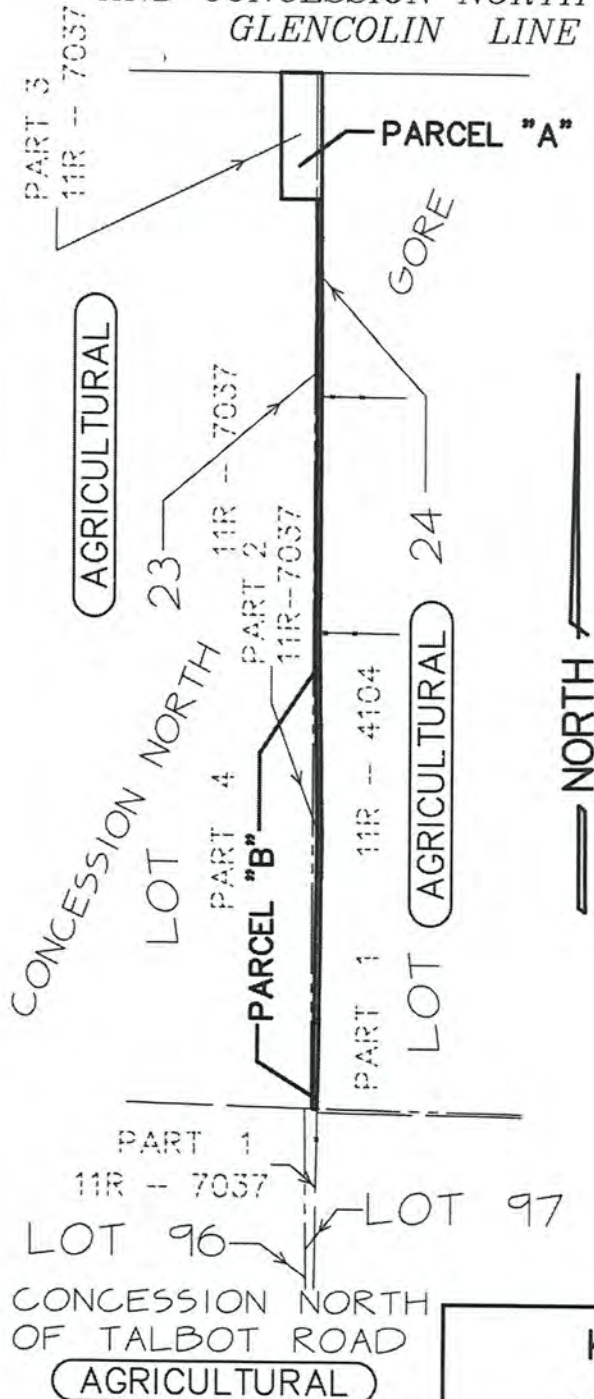
SKETCH FOR PROPOSED SEVERANCE

**ROAD ALLOWANCE BETWEEN CONCESSION 8
AND CONCESSION NORTH GORE
GLENCOLIN LINE**



SKETCH FOR PROPOSED SEVERANCE

ROAD ALLOWANCE BETWEEN CONCESSION 8
AND CONCESSION NORTH GORE
GLENCOLIN LINE



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

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

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

WIDTH = 4.877m
DEPTH = 971.282m

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

NOT TO SCALE (METRIC)

KIM HUSTED SURVEYING LTD.

KIM HUSTED SURVEYING LTD.

ONTARIO LAND SURVEYOR

30 HARVEY STREET, TILLSONBURG, ONTARIO. N4G 3J8

PHONE: 519-842-3638

FAX: 519-842-3639

PROJECT: 15-11895SKETCH REFERENCE: FILE

DISK No.



0.5 0 0.23 0.5 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:9,028



Legend

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

Notes



January 31, 2023

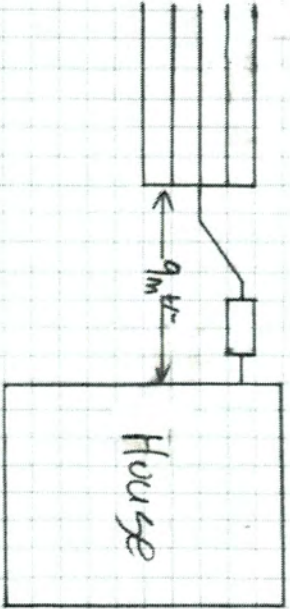
To Whom It May Concern:

A septic tank inspection was completed at 51432 Wooleyville Line, Aylmer ON on January 31, 2023. There are two septic tanks and two septic fields on this property. There were no signs of breaking out in the field area, it was dry at the time of inspection. Both septic tanks and fields are more than 10 ft from any proposed property line. At the time of inspection, the technician found that the septic system was working as it should. Exact Septics Inc. is not liable for any issues arising after the date of inspection.

A handwritten signature in black ink that reads 'Dan Friesen'.

Dan Friesen BCIN #13548

Note: Septic system is on multi-acre property and all property boundaries are greater than 3m away.



51432
Woolleyville Line

Exact Septics
Dan Fuijensen
#135448

David S. Ross Pump Service Ltd.
 RR#2, 51464 Pressy Line
 Springfield, ON N0L 2J0
 Contractor Lic. #4634
 519-773-9615 Fax# 519-773-9617

INVOICE

Date	Invoice #
7-Feb-23	971

Invoice To
John & David Loewen
51477 Glencolin Line
Aylmer, ON
N5H 2R3

P.O. No.	Terms	Project
David		

QTY	DESCRIPTION	RATE	AMOUNT
1	TEST PUMP DRILLED WELL AT 51432 WOOLLEYVILLE LINE AYLMER, ON N5H 2R1 CODE AT END OF TEST WELL WAS WORKING FINE, WATER CLEAR		0.00

Sales Tax Summary		SubTotal	\$0.00
Total Tax	0.00	Sales Tax Total	\$0.00
GST/HST NO	892434846	Total	\$0.00

Bacteriological Analysis of Drinking Water for Private Citizen, Single Household Only

Analyse bactériologique de l'eau potable - Particuliers, Ménages unifamiliaux seulement

Submitter's Name and Mailing Address /

Nom et adresse postale de l'auteur de la demande d'analyse

First Name, Last Name / Prénom, Nom de famille

JOHN / DAVID LOEWEN

Street address / Adresse municipale

51477 GLENCOLIN LINE

RR4

AYLMER, ON N5H 2R3

Location of Water Source /

Emplacement de la source d'eau

Lot / Conteneur / Numéro de cadastre / Numéro de parcelle / Numéro de lot

51432

Street address / Adresse municipale

51432 WOOLEYVILLE LINE

MALAHIDE ON N5H2R1

County / Comté ELGIN

Health Unit / Unité de santé publique 4913

Specimen details / Détails sur l'échantillon:

Barcode / Code à barres: 012175971

Phone # / # tél.: 519 765 2409

Date/Time Collected / Date/heure du prélèvement*: 2023-01-30 08:30:00

Date/Time Received / Date/heure Reçu le*: 2023-01-30 15:43:00

Specimen Note / Note sur l'échantillon:

This specimen was received in good condition unless otherwise stated. / À moins d'avis contraire, l'échantillon était en bonne condition au moment de la réception.

Purification system used (e.g. UV, filtration, etc.)? /
Système d'épuration utilisé (p. ex. rayons UV, filtration, etc.)?

No / Non

Authorized by / Autorisé par

Chief, Medical Microbiology or Designate

Test results / Résultats d'analyse:

Total Coliform CFU/100 mL / Coliformes totaux UFC/100 mL

0

E.coli CFU/100 mL / E. coli UFC/100 mL

0

Interpretation / Interprétation:

There is no evidence of fecal contamination. If the results show the presence of coliforms it may be indicative of a contaminated water supply. Given the susceptibility of well water to external influences, it is important to test water frequently. Consult local health unit for information if required.

Il n'y a aucune preuve de contamination fécale. Si les résultats indiquent la présence de coliformes, cela peut être révélateur d'une source d'eau polluée. L'eau des puits étant susceptible d'être dégradée par des facteurs externes, il est important de la faire analyser fréquemment. Consultez le bureau local de santé publique pour plus de détails, si nécessaire.

Date of Analysis / Date de l'analyse: 2023-01-30

Date Read / Analyse effectuée le: 2023-01-31

Please Note / Prière de noter ce qui suit :

The results apply to the sample as received/Les résultats s'appliquent à l'échantillon, tel que reçu.

These results relate only to the sample tested. / Le résultat obtenu se rapporte seulement à cet échantillon d'eau analysé.

Note: This water sample was only tested for the presence of both Total Coliforms and E. coli (ISO/IEC 17025 accredited tests) bacterial indicators of contamination by Membrane Filtration. The sample was not tested for other contaminants, including chemical contaminants, and therefore may be unsafe to drink even when there is no significant evidence of bacterial contamination. Contact your local public health unit for information on testing for other contaminants. / Remarque: Cet échantillon d'eau n'a été analysé que pour détecter (par un laboratoire accrédité conformément à la norme ISO/IEC 17025) la présence des coliformes totaux et des bactéries colibacillaires, indicateurs de contamination par filtration sur membrane. L'échantillon n'a pas été testé pour d'autres contaminants, y compris les contaminants chimiques et, par conséquent, l'eau peut être impropre à la consommation même lorsqu'il n'y a aucune preuve significative de contamination bactérienne. Veuillez communiquer avec le bureau de santé publique de votre localité pour vous renseigner au sujet de l'analyse visant à détecter la présence d'autres contaminants.

If the reported client information does not match the information you supplied on the form please contact the PHO Customer Service Centre. Telephone: 1-877-604-4567 or 416-235-6556 or E-mail: customerservicecentre@oahpp.ca. For operating hours see our website www.publichealthontario.ca/labs. / Si les informations sur le client indiquées ne correspondent pas aux informations que vous avez fournies sur le formulaire, veuillez communiquer avec le Service à la clientèle de SPO par téléphone au 1-877-604-4567 ou 416-235-6556, ou par courriel au customerservicecentre@oahpp.ca. Pour connaître les heures d'ouverture, veuillez consulter notre site Web à www.publichealthontario.ca/labs.

End of report / Fin du rapport

*All time values are EST /EDT/Toutes les heures sont exprimées en HNE ou en HAE.

Print Date / Date d'impression*: 2023-01-31

Page 1 of 1

Date Reported / Date du rapport*: 2023-01-31 15:52:59

LIMS Report #: 48064846

T_SingleSampleOPHL_WATPRIVATE.rpt



John and David Loewen
51432 Wooleyville Line
resubmission of E52-21

Application #2

APPLICATION FOR CONSENT

1. Name of Approval Authority ELGIN COUNTY LAND DIVISION COMMITTEE
2. (a) **Name of Owner** John and David Loewen
 Address 51477 Glencolin Line, Aylmer, ON N5H 2R3
 Telephone Number 519-765-2409 Email _____
2. (b) **Name of owner's solicitor or authorized agent** David Roe , Civic Planning Solutions Inc.
 Address 61 Trailview Dr. Tillsonburg, ON N4G 0C6
 Telephone Number 519-983-8154 Email civicplanningsolutions@nor-del.com
2. (c) **Name of Applicant** same as owner
 Address _____
 Telephone Number _____ Email _____
 Relationship to Owner: Purchasing Farmer () Other () please specify _____

Please specify to whom all communications should be sent:

Owner(s) Solicitor Agent Applicant

AUTHORIZATION TO APPOINT AN AGENT must be provided if an agent or solicitor is acting on behalf of the land owner or applicant.

3. (a) Type and purpose of proposed transaction: (check appropriate space)

Transfer: <table border="0" style="width: 100%;"> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>creation of a new lot</td></tr> <tr><td style="width: 20px;"><input checked="" type="checkbox"/></td><td>addition to a lot</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>surplus farm dwelling**</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>technical severance</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>other (specify) _____</td></tr> </table>	<input type="checkbox"/>	creation of a new lot	<input checked="" type="checkbox"/>	addition to a lot	<input type="checkbox"/>	surplus farm dwelling**	<input type="checkbox"/>	technical severance	<input type="checkbox"/>	other (specify) _____	Other: <table border="0" style="width: 100%;"> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>mortgage/charge</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>lease</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>easement/R.O.W.</td></tr> <tr><td style="width: 20px;"><input type="checkbox"/></td><td>correction of title</td></tr> </table>	<input type="checkbox"/>	mortgage/charge	<input type="checkbox"/>	lease	<input type="checkbox"/>	easement/R.O.W.	<input type="checkbox"/>	correction of title
<input type="checkbox"/>	creation of a new lot																		
<input checked="" type="checkbox"/>	addition to a lot																		
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<input type="checkbox"/>	other (specify) _____																		
<input type="checkbox"/>	mortgage/charge																		
<input type="checkbox"/>	lease																		
<input type="checkbox"/>	easement/R.O.W.																		
<input type="checkbox"/>	correction of title																		

**** If the application involves the severance of a surplus farmhouse (through farm consolidation), please complete and submit attached Appendix "B" – "Surplus Farm Dwelling Information Form."**

- (b) Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged:
John and Linda Loewen
- (c) If a lot addition, identify the assessment roll number and property owner of the lands to which the parcel will be added:
340800005011400

4. (a) Location of land:

Municipality Malahide Concession No. North Gore
 Lot(s) No. 23 and 24 Registered Plan No. _____
 Name of Street Wooleyville Line Street No. and/or 911 No. 51432
 Assessment Roll No. 34080000500700 anf 51499 Glencolin Line

(b) Are there any easements or restrictive covenants affecting the subject land?

Yes No If Yes, describe the easement or covenant and its effect:

5. Description of land intended **to be severed**: (Accurate Measurements in Metric) Parcel B

Frontage Nil Depth 971.282m Area 0.47ha
 Existing Use Agricultural Proposed Use Agricultural

Number and use of buildings and structures on the land to be severed:

Existing Vacant lands

Proposed Nothing

6. Description of land intended **to be retained**: (Accurate Measurements in Metric) Parcel C

Frontage 403.1m Depth 1020m Area 37.5ha
 Existing Use Agricultural Proposed Use Agricultural

Number and use of buildings and structures on the land to be retained:

Existing Dwelling, barn, shop and trailer

Proposed nothing at this time

7. Number of new lots proposed (including retained lots) 2

8. Type of access for proposed and retained lot: (check appropriate space)

TYPE	PROPOSED LOT	RETAINED LOT
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal road, maintained all year	<input type="checkbox"/> n/a	<input checked="" type="checkbox"/>
Municipal road, seasonally maintained	<input type="checkbox"/>	<input type="checkbox"/>
Other public road	<input type="checkbox"/>	<input type="checkbox"/>
Right Of Way	<input type="checkbox"/>	<input type="checkbox"/>
Water access	<input type="checkbox"/>	<input type="checkbox"/>

If proposed access is by water, what boat docking and parking facilities are available on the mainland?
 (specify) _____

9. (a) What type of water supply is proposed: (check appropriate space)

TYPE

PROPOSED LOT

RETAINED LOT

Publicly owned and operated piped water system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual well **	(<input type="checkbox"/>) n/a	(<input checked="" type="checkbox"/>)
Privately owned and operated communal well **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Lake or other water body	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify)		

- (b) ** If existing water supply is provided from a privately owned and operated individual/communal well, **the owner shall be required to provide written confirmation from a licensed well installer that the private well provides the quality and quantity of potable water required by Provincial standards. (Written confirmation to be attached to the Application); AND**
- (c) ** **A water quality test by the applicable public health unit is required (Written confirmation to be attached to the Application)**

10. (a) What type of sewage disposal is proposed: (check appropriate space)

TYPE

PROPOSED LOT

RETAINED LOT

Publicly owned and operated sanitary sewage system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual septic Tank **	(<input type="checkbox"/>) n/a	(<input checked="" type="checkbox"/>)
Privately owned and operated communal septic System **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify)		

- (b) **If existing sewage disposal is privately owned, **the owner shall be required to provide written confirmation from a licensed septic installer that the system is in satisfactory operating condition. (Written confirmation to be attached to the Application)**

NOTE: If 9(b), 9(c) and 10(b) are not provided, the application is not considered complete and the application will not be accepted until such time as the outstanding items have been provided and it is deemed complete.

11. When will water supply and sewage disposal services be available?
Existing system

12. What is the existing Official Plan designation(s) of the subject land?
Agricultural

13. What is the existing Zoning designation(s) of the subject land?
Parcel B - A1-20-H-1, Parcel C - A3

14. Has the subject land ever been the subject of an application for approval of a plan of subdivision under the Planning Act? Yes No Unknown

If Yes, and known, provide the application file number and the decision made on the application

15. If this application is a re-submission of a previous consent application, describe how it has been changed from the original application
E51-21 and E52-21
-

16. (a) Has there been any previous severances of land from this holding?
Yes No

- (b) If the answer to (a) is Yes, please indicate previous severances on the required sketch and supply the following information for each lot severed:

Who the severance was granted to John and David Loewen

Use of parcel Agricultural

Date parcel created (Year) 2006

17. If this application is for a lot addition, has the lot to be enlarged ever been the subject of a previous severance?

Yes No

If Yes, provide the previous severance File No.

2006

18. (a) Are there any barns within 750 metres of the proposed severed lands?

Yes No

MDS Calculations attached

- i) Now used for livestock? Yes No
ii) Capable of being used for livestock? Yes No

- (b) If there are livestock barns located within 750 metres of the dwelling on the retained lands a MDS 1 calculation is required to be submitted with this application for consent pursuant to Minimum Distance Separation (MDS) document -Implementation Guideline #6.

19. Is the owner, solicitor, or agent applying for additional consents on this holding simultaneously with this application, or considering applying for additional consents in the future?

Yes

No

20. Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?

Yes No

If Yes, and known, specify the Ministry file number and status of the application

21. Is the subject land currently the subject of an application for a zoning by-law amendment, Minister's zoning order amendment, minor variance, or approval of a plan of subdivision?

Yes No

If Yes, and known, specify the appropriate file number and status of the application approved

22. (a) Is the application consistent with the Provincial Policy Statement 2020 issued under subsection 3(1) of the Planning Act?

Yes No

- (b) If Yes, identify policies from the Provincial Policy Statement 2020 to support this application for consent

Section 2.3.4.1 a) severance of agricultural parcels

23. Is the subject land within an area designated under any provincial plan or plans?

Yes No

If Yes, does the application conform to or conflict with the applicable provincial plan or plans

24. Did pre-consultation occur with the local Municipality and/or other agencies?

Yes No

Enter date of consultation and contact person

Adm Betterridge

25. The Owner/Applicant/Agent hereby authorizes Land Division Committee members and the Corporation of the County of Elgin staff to enter onto the subject property for the purpose of Site inspections with respect to this application.

26. The Owner/Applicant/Agent hereby consents to disclosure of the information contained in this Application pursuant to Section 32(b) of Bill 49, Chapter 63, S.O. 1989, being an Act to provide for Freedom of Information and Protection of Individual Privacy in Municipalities and Local Boards.

27. DETAILED SKETCH:

The application shall be accompanied by a detailed sketch showing the following:

- the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained;
- the boundaries and dimensions of any land owned by the owner of the subject land and

that abuts the subject land;

- the distance between the subject land and the nearest municipal lot line or landmark, such as a railway crossing or bridge;
- the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- the approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be created** and shall comply with the Zoning By-Law setbacks;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be retained** and shall comply with the Zoning By-Law setbacks;
- the existing use(s) on adjacent lands;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
- the location and nature of any easement affecting the subject land.

Dated at the _____ Township _____ of _____ Malahide
 (Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)

this 13th day of February 2023
 (day) (month) (year)



 SIGNATURE OF APPLICANT(S), SOLICITOR OR AUTHORIZED AGENT

AUTHORIZATION TO APPOINT AN AGENT

NOTE: This form is only to be used for applications, which are to be signed by someone other than the owner(s).

To: Secretary-Treasurer
Land Division Committee
Corporation of the County of Elgin

Description and Address of Subject Lands:

51432 Wooleyville Line and 51477 and 51499 Glencolin Line
Malahide, North Gore, Lots 23 and 24

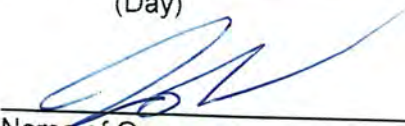
I/We, the undersigned, being the registered owner(s) of the above lands hereby authorize


David Roe of Tillsonburg to:
(Agents Name/Names) (Agents City/Town of Residence)

- (1) make an application on my behalf to the County of Elgin Land Division Committee;
- (2) appear on my behalf at any hearing(s) of the application; and
- (3) provide any information or material required by the Land Division Committee relevant to the application.


Please Print Names in Block Letters Below Signatures

Dated at the _____ Township of Malahide
(Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)
this 8th day of February 20 23
(Day) (Month) (Year)


Name of Owner John Loewen


Signature of Owner


Name of Owner David Loewen


Signature of Owner

Name of Owner

Signature of Owner

Name of Witness

Signature of Witness

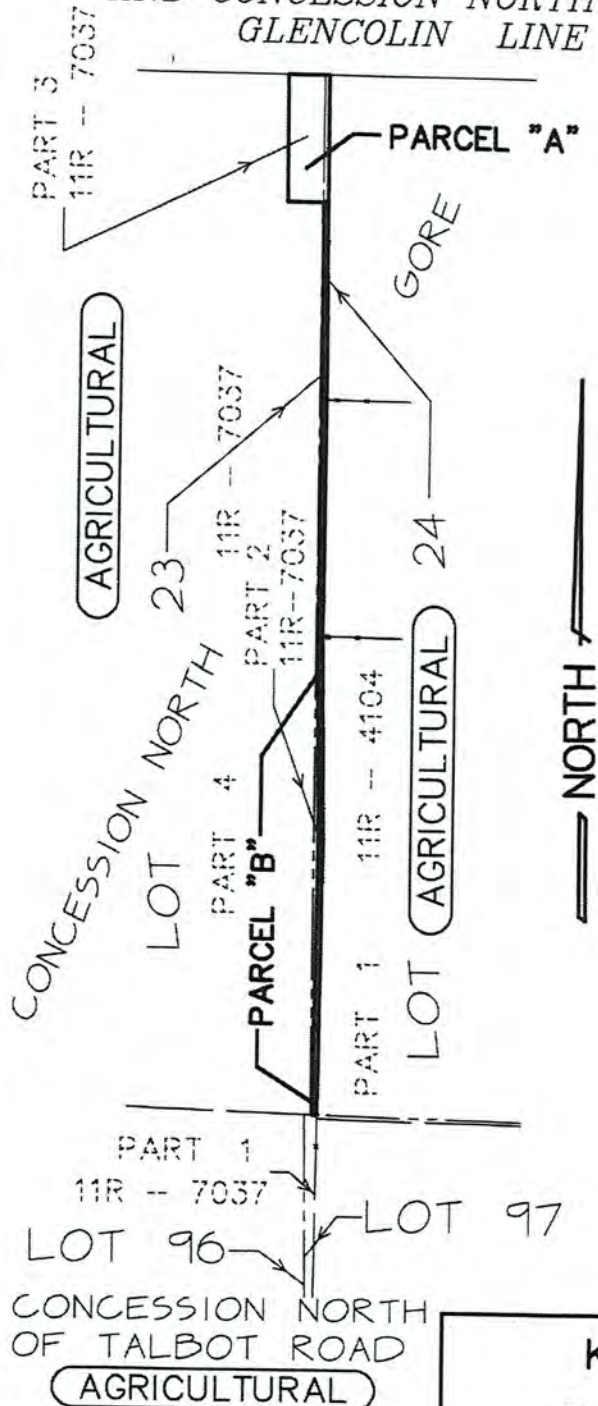
APPENDIX "A" PROCESS CHECKLIST

**** PLEASE NOTE: If any of the below steps are not completed, the application is subject to delays as per the Planning Act, R.S.O. 1990 c. P.13, as amended.**

- Pre-consult with Municipalities and applicable agencies.
- Submit one copy of Completed Application with fee of \$1250.00 payable to TREASURER, COUNTY OF ELGIN.
- Identification Signs: Two yellow signs will be sent to you by courier for posting on the portion of the lot to be severed. Failure to post signs will result in a delay of a decision from the Land Division Committee. Check frequently to ensure that the signs are in place.
- Notice of Hearing: At least fourteen (14) days prior to the date of the hearing you will receive a "Notice of Application" with the date and time when the severance will be heard.
- Hearing: The Land Division Committee will consider the application(s) and submissions by all interested parties regarding the severance. The Committee will make a decision immediately following the hearing of the application.
- Decision: A Notice of Decision will be forwarded within fifteen (15) days after the date of the Hearing.
- Conditions: A one-year time limit after the date of decision to obtain the consent stamp on the deed(s) is generally imposed and other conditions may be imposed.
- Appeal Period: A twenty (20) day appeal period from the giving of the notice of Decision during which any person or public body may appeal the decision and/or conditions imposed by the Committee to the Local Planning Appeal Tribunal. After the appeal period, notice will be sent advising that either no appeals were received or that the application has been appealed.
- If Appealed: A notice of appeal setting out the reasons for the appeal is forwarded to the Secretary-Treasurer of the Land Division Committee, with a cheque payable to the Minister of Finance for \$300.00 for the first appeal and \$25.00 for each further appeal related to the same matter. Notice of Appeal must be received within the twenty (20) day appeal period. A copy of an appeal form is available from the LPAT website at www.elto.gov.on.ca or for pick-up at the County Municipal Offices, 450 Sunset Drive, St Thomas.
- No Appeal: If no appeal is received, the decision is final and binding and the applicant is required to: a) Satisfy the conditions imposed by the Committee within one (1) year from the date of decision; b) Obtain the services of a land surveyor to survey the lands to be severed in accordance with the Decision; c) Obtain the services of a solicitor to prepare the necessary documents for certification; d) Submit the Transfer documents to the Secretary-Treasurer of the Land Division Committee for final certification; e) Register the documents at the Registry Office for the County of Elgin.
- Stamping of Deed: Signed Acknowledgement and Direction, Two (2) copies of the Transfer Document with Schedule Page for affixing the consent stamp, Two (2) copies of the Reference Plan (one (1) hardcopy and one (1) digital copy) and a fee of \$300.00.

SKETCH FOR PROPOSED SEVERANCE

ROAD ALLOWANCE BETWEEN CONCESSION 8
AND CONCESSION NORTH GORE
GLENCOLIN LINE



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

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

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

WIDTH = 4.877m
DEPTH = 971.282m

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

NOT TO SCALE (METRIC)
KIM HUSTED SURVEYING LTD.

KIM HUSTED SURVEYING LTD.

ONTARIO LAND SURVEYOR

30 HARVEY STREET, TILLSONBURG, ONTARIO. N4G 3J8

PHONE: 519-842-3638

FAX: 519-842-3639

PROJECT: 15-11895SKETCH REFERENCE: FILE

DISK No.



0.5
0
0.23
0.5 Kilometers
WGS 1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 9,028



Legend

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

Notes



January 31, 2023

To Whom It May Concern:

A septic tank inspection was completed at 51499 Glencolin Line, Aylmer ON on January 31, 2023.

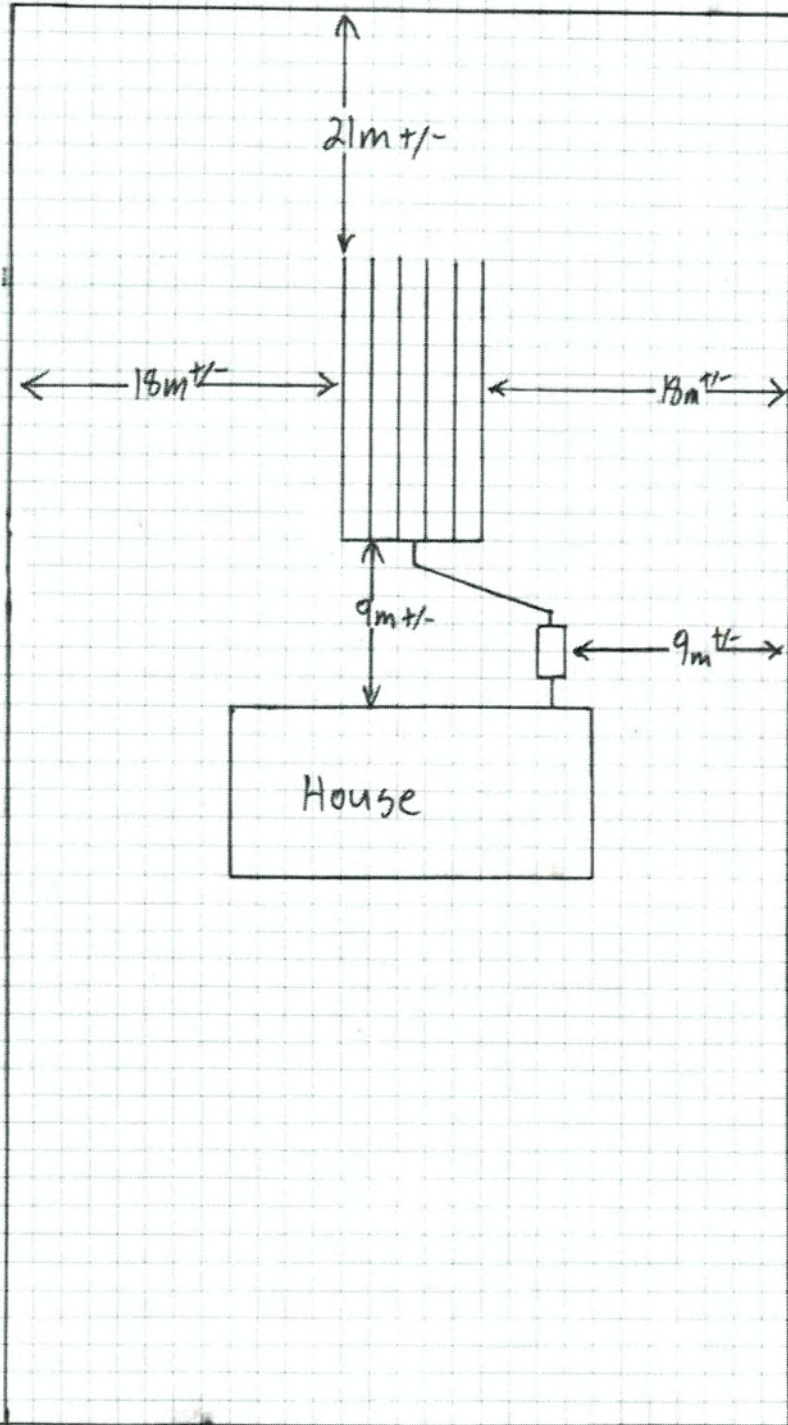
The levels in the septic tank were normal and the septic tank was pumped during our visit. The septic tank has a capacity of 1000 gallons and is in good shape with the baffles in place. The field bed area has 4 runs of 55 feet each. There were no signs of breaking out in the field bed area and it was dry at the time of inspection. The septic field and tank are both more than 10 ft from any proposed property line.

At the time of the inspection, the technician found that the septic system was working as it should.

Exact Septics Inc. is not liable for any issues arising after date of inspection.

A handwritten signature in black ink that reads "Dan Friesen".

Dan Friesen BCIN #13548



Exact Septics
Dan Friesen
#13548

51499 Glencolin Line



January 31, 2023

To Whom It May Concern:

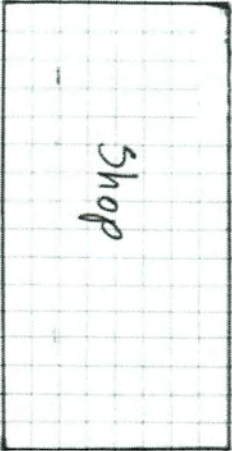
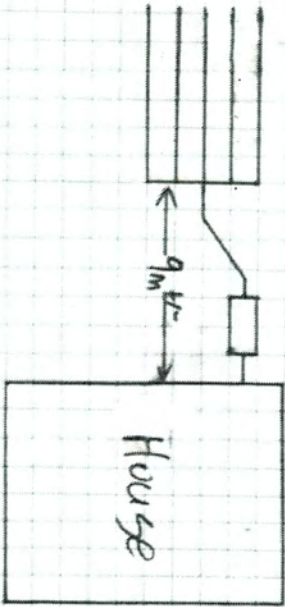
A septic tank inspection was completed at 51432 Wooleyville Line, Aylmer ON on January 31, 2023.

There are two septic tanks and two septic fields on this property. There were no signs of breaking out in the field area, it was dry at the time of inspection. Both septic tanks and fields are more than 10 ft from any proposed property line. At the time of inspection, the technician found that the septic system was working as it should. Exact Septics Inc. is not liable for any issues arising after the date of inspection.

A handwritten signature in black ink that reads "Dan Friesen".

Dan Friesen BCIN #13548

Note: Septic system is on multi-acc
property and all property boundaries
are greater than 3m away.



51432
Woolleyville Line

Exact Septics
Dan Friesen
#13548

David S. Ross Pump Service Ltd.
 RR#2, 51464 Pressy Line
 Springfield, ON N0L 2J0
 Contractor Lic. #4634
 519-773-9615 Fax# 519-773-9617

INVOICE

Date		Invoice #
7-Feb-23		970

Invoice To
John & David Loewen
51477 Glencolin Line
Aylmer, ON
N5H 2R3

P.O. No.	Terms	Project
David		

QTY	DESCRIPTION	RATE	AMOUNT
1	TEST PUMP DRILLED WELL AT 51499 GLENCOLIN LINE AYLMER, ON N5H 2R3 CODE AT END OF TEST WELL WAS WORKING FINE, WATER CLEAR		0.00

Sales Tax Summary		SubTotal	\$0.00
Total Tax	0.00	Sales Tax Total	\$0.00
GST/HST NO.	892434846	Total	\$0.00

David S. Ross Pump Service Ltd.
 RR#2, 51464 Pressy Line
 Springfield, ON N0L 2J0
 Contractor Lic. #4634
 519-773-9615 Fax# 519-773-9617

INVOICE

Date		Invoice #
7-Feb-23		971

Invoice To
John & David Loewen 51477 Glencolin Line Aylmer, ON N5H 2R3

P.O. No.	Terms	Project
David		

QTY	DESCRIPTION	RATE	AMOUNT
1	TEST PUMP DRILLED WELL AT 51432 WOOLLEYVILLE LINE AYLMER, ON N5H 2R1 CODE AT END OF TEST WELL WAS WORKING FINE, WATER CLEAR		0.00

Sales Tax Summary		SubTotal	\$0.00
Total Tax	0.00	Sales Tax Total	\$0.00
GST/HST NO.	892434846	Total	\$0.00

Bacteriological Analysis of Drinking Water for Private Citizen, Single Household Only

Analyse bactériologique de l'eau potable - Particuliers, Ménages unifamiliaux seulement

Submitter's Name and Mailing Address /

Nom et adresse postale de l'auteur de la demande d'analyse

First Name, Last Name / Prénom, Nom de famille

JOHN / DAVID LOEWEN

Street address / Adresse municipale

51477 GLENCOLIN LINE**RR4****AYLMER, ON N5H 2R3**

Location of Water Source /

Emplacement de la source d'eau

Lat. Coordonnées (ou) de commission

Emergency Location # 8126

51499

Street address / Adresse municipale

51499 GLENCOLIN LINE**MALAHIDE ON N5H2R3**County / Comté **ELGIN**Health Unit # / Unité de santé **4913**

Specimen details / Détails sur l'échantillon:

Barcode / Code à barres: **012213560**Phone # / # tél.: **519 765 2409**Date/Time Collected / Date/heure du prélèvement*: **2023-01-30 08:00:00**Date/Time Received / Date/heure Reçu le*: **2023-01-30 15:43:00**

Specimen Note / Note sur l'échantillon:

This specimen was received in good condition unless otherwise stated. / À moins d'avis contraire, l'échantillon était en bonne condition au moment de la réception.

Purification system used (e.g. UV, filtration, etc.)? /
Système d'épuration utilisé (p. ex. rayons UV, filtration, etc.)?

No / Non

Authorized by / Autorisé par

Chief, Medical Microbiology or Designate

Test results / Résultats d'analyse:

Total Coliform CFU/100 mL / Coliformes totaux UFC/100 mL

0

E.coli CFU/100 mL / E. coli UFC/100 mL

0

Interpretation / Interprétation:

There is no evidence of fecal contamination. If the results show the presence of coliforms it may be indicative of a contaminated water supply. Given the susceptibility of well water to external influences, it is important to test water frequently. Consult local health unit for information if required.

Il n'y a aucune preuve de contamination fécale. Si les résultats indiquent la présence de coliformes, cela peut être révélateur d'une source d'eau polluée. L'eau des puits étant susceptible d'être dégradée par des facteurs externes, il est important de la faire analyser fréquemment. Consultez le bureau local de santé publique pour plus de détails, si nécessaire.

Date of Analysis / Date de l'analyse: **2023-01-30**Date Read / Analyse effectuée le: **2023-01-31**

Please Note / Prière de noter ce qui suit :

The results apply to the sample as received / Les résultats s'appliquent à l'échantillon, tel que reçu.

These results relate only to the sample tested. / Le résultat obtenu se rapporte seulement à cet échantillon d'eau analysé.

Note : This water sample was only tested for the presence of both Total Coliforms and E. coli (ISO/IEC 17025 accredited tests) bacterial indicators of contamination by Membrane Filtration. The sample was not tested for other contaminants, including chemical contaminants, and therefore may be unsafe to drink even when there is no significant evidence of bacterial contamination. Contact your local public health unit for information on testing for other contaminants. / Remarque: Cet échantillon d'eau n'a été analysé que pour détecter (par un laboratoire accrédité conformément à la norme ISO/IEC 17025) la présence des coliformes totaux et des bactéries colibacillaires, indicateurs de contamination par filtration sur membrane. L'échantillon n'a pas été testé pour d'autres contaminants, y compris les contaminants chimiques et, par conséquent, l'eau peut être impropre à la consommation même lorsqu'il n'y a aucune preuve significative de contamination bactérienne. Veuillez communiquer avec le bureau de santé publique de votre localité pour vous renseigner au sujet de l'analyse visant à détecter la présence d'autres contaminants.

If the reported client information does not match the information you supplied on the form please contact the PHO Customer Service Centre. Telephone: 1-877-604-4567 or 416-235-6556 or E-mail: customerservicecentre@oahpp.ca. For operating hours see our website www.publichealthontario.ca/labs. / Si les informations sur le client indiquées ne correspondent pas aux informations que vous avez fournies sur le formulaire, veuillez communiquer avec le Service à la clientèle de SPO par téléphone au 1-877-604-4567 ou 416-235-6556, ou par courriel au customerservicecentre@oahpp.ca. Pour connaître les heures d'ouverture, veuillez consulter notre site Web à www.publichealthontario.ca/labs.

End of report / Fin du rapport

*All time values are EST / EDT / Toutes les heures sont exprimées en HNE ou en HAE.

Print Date / Date d'impression*: 2023-01-31

Page 1 of 1

Date Reported / Date du rapport*: 2023-01-31 15:53:08

LIMS Report #: 48064852

T_SingleSampleOPHL_WATPRIVATE.rpt

Bacteriological Analysis of Drinking Water for Private Citizen, Single Household Only

Analyse bactériologique de l'eau potable - Particuliers, Ménages unifamiliaux seulement

Submitter's Name and Mailing Address /

Nom et adresse postale de l'auteur de la demande d'analyse

First Name, Last Name / Prénom, Nom de famille

JOHN / DAVID LOEWEN

Street address / Adresse municipale

51477 GLENCOLIN LINE

RR4

AYLMER, ON N5H 2R3

Location of Water Source /

Emplacement de la source d'eau

Lot, Concession / Lot, Concession

Emergency Location # 311#

51432

Street address / Adresse municipale

51432 WOOLEYVILLE LINE

MALAHIDE ON N5H2R1

County / Comté: ELGIN

Health Unit # / Unité de santé publique: 4913

Specimen details / Détails sur l'échantillon:

Barcode / Code à barres: 012175971

Phone # / # tél.: 519 765 2409

Date/Time Collected / Date/heure du prélèvement*: 2023-01-30 08:30:00

Date/Time Received / Date/heure Reçu le*: 2023-01-30 15:43:00

Specimen Note / Note sur l'échantillon:

This specimen was received in good condition unless otherwise stated. / À moins d'avis contraire, l'échantillon était en bonne condition au moment de la réception.

Purification system used (e.g. UV, filtration, etc.)? /
Système d'épuration utilisé (p. ex. rayons UV, filtration, etc.)?

No / Non

Authorized by / Autorisé par

Chief, Medical Microbiology or Designate

Test results / Résultats d'analyse:

Total Coliform CFU/100 mL / Coliformes totaux UFC/100 mL

0

E.coli CFU/100 mL / E. coli UFC/100 mL

0

Interpretation / Interprétation:

There is no evidence of fecal contamination. If the results show the presence of coliforms it may be indicative of a contaminated water supply. Given the susceptibility of well water to external influences, it is important to test water frequently. Consult local health unit for information if required.

Il n'y a aucune preuve de contamination fécale. Si les résultats indiquent la présence de coliformes, cela peut être révélateur d'une source d'eau polluée. L'eau des puits étant susceptible d'être dégradée par des facteurs externes, il est important de la faire analyser fréquemment. Consultez le bureau local de santé publique pour plus de détails, si nécessaire.

Date of Analysis / Date de l'analyse: 2023-01-30

Date Read / Analyse effectuée le: 2023-01-31

Please Note / Prière de noter ce qui suit :

The results apply to the sample as received / Les résultats s'appliquent à l'échantillon, tel que reçu.

These results relate only to the sample tested. / Le résultat obtenu se rapporte seulement à cet échantillon d'eau analysé.

Note: This water sample was only tested for the presence of both Total Coliforms and E. coli (ISO/IEC 17025 accredited tests) bacterial indicators of contamination by Membrane Filtration. The sample was not tested for other contaminants, including chemical contaminants, and therefore may be unsafe to drink even when there is no significant evidence of bacterial contamination. Contact your local public health unit for information on testing for other contaminants. / Remarque: Cet échantillon d'eau n'a été analysé que pour détecter (par un laboratoire accrédité conformément à la norme ISO/IEC 17025) la présence des coliformes totaux et des bactéries colibacillaires, indicateurs de contamination par filtration sur membrane. L'échantillon n'a pas été testé pour d'autres contaminants, y compris les contaminants chimiques et, par conséquent, l'eau peut être impropre à la consommation même lorsqu'il n'y a aucune preuve significative de contamination bactérienne. Veuillez communiquer avec le bureau de santé publique de votre localité pour vous renseigner au sujet de l'analyse visant à détecter la présence d'autres contaminants.

If the reported client information does not match the information you supplied on the form please contact the PHO Customer Service Centre. Telephone: 1-877-604-4567 or 416-235-8556 or E-mail: customerservicecentre@oahpp.ca. For operating hours see our website www.publichealthontario.ca/labs. / Si les informations sur le client indiquées ne correspondent pas aux informations que vous avez fournies sur le formulaire, veuillez communiquer avec le Service à la clientèle de SPO par téléphone au 1-877-604-4567 ou 416-235-8556, ou par courriel au customerservicecentre@oahpp.ca. Pour connaître les heures d'ouverture, veuillez consulter notre site Web à www.publichealthontario.ca/labs.

End of report / Fin du rapport

*All time values are EST / EDT / Toutes les heures sont exprimées en HNE ou en HAE.

Print Date / Date d'impression*: 2023-01-31

Page 1 of 1

Date Reported / Date du rapport*: 2023-01-31 15:52:59

LIMS Report #: 48064846

T_SingleSampleOPHL_WATPRIVATE.rpt

Loewen Severances

54400 Glencolin Line

51381

Form 3S

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____
 Owner of Livestock Facility Noah Cascho Telephone () _____
 Geographic Township _____ Lot _____ Concession _____
 Closest distance from the livestock facility to the new use _____ metres
 Closest distance from the manure storage to the new use _____ metres
 Tillable hectares on property where livestock facility is located 25

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)				
			Roofed Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage
			Solid	Liquid			
DAIRY Milking Cows Heifers	1				<input checked="" type="checkbox"/>		
BEEF Cows (Barn confinement) Cows (Barn with yard) Feeders (Barn confinement) Feeders (Barn with yard)							
SWINE Sows/Boars Weaners (4 - 30 kg) Feeder Hogs							
POULTRY Chicken Broiler/Roasters Caged Layers Chicken Breeder Layers Pullets Meat Turkeys (>10kg) Meat Turkeys (5-10 kg) Meat Turkeys (<5 kg) Turkeys Breeder Layers	40						
HORSES	6				<input checked="" type="checkbox"/>		
SHEEP Adult Sheep Feeder Lambs							
MINK - Adults							
VEAL White Red (<30 kg)	50						
GOATS Adult Goats Feeder Goats							
OTHER (e.g. Ducks, Birds, Fox, Ostrich, Rabbit)							

The above information was supplied by: Noah Cascho 07/27/21
 Signature Date

Loewen Severances

516381 Glencolin Line

51460

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

Form 3S

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____

Owner of Livestock Facility Jacob Reimer Telephone () _____

Geographic Township _____ Lot: _____ Concession _____

Closest distance from the livestock facility to the new use _____ metres

Closest distance from the manure storage to the new use _____ metres

Tillable hectares on property where livestock facility is located 9

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)				
			Roofed Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage
			Solid	Liquid			
DAIRY - Milking Cows - Heifers	2				X		
BEEF - Cows (Barn confinement) - Cows (Barn with yard) - Feeders (Barn confinement) - Feeders (Barn with yard)							
SWINE - Sows/Boars - Weaners (4 - 30 kg) - Feeder Hogs	3				X		
POULTRY - Chicken Broiler/Roasters - Caged Layers - Chicken Breeder Layers - Pullets - Meat Turkeys (>10kg) - Meat Turkeys (5-10 kg) - Meat Turkeys (<5 kg) - Turkeys Breeder Layers							
HORSES	6				X		
SHEEP - Adult Sheep - Feeder Lambs							
MINK - Adults							
VEAL - White - Red (<30 kg)							
GOATS - Adult Goats - Feeder Goats							
OTHER (eg. Ducks, Emu, Fox, Ostrich, Rabbit)							

The above information was supplied by:

Jacob Reimer
Signature

04/29/21
Date

Loewen Severances

51603 Glencolin Line

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

Form 3S

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____
 Owner of Livestock Facility Clayton Zehr Telephone () _____
 Geographic Township _____ Lot _____ Concession _____
 Closest distance from the livestock facility to the new use _____ metres
 Closest distance from the manure storage to the new use _____ metres
 Tillable hectares on property where livestock facility is located 22

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)					
			Roofed Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage	
			Solid	Liquid				
DAIRY - Milking Cows - Heifers								
BEEF - Cows (Barn confinement) - Cows (Barn with yard) - Feeders (Barn confinement) - Feeders (Barn with yard)								
SWINE - Sows/Boars - Weaners (4 - 30 kg) - Feeder Hogs								
POULTRY - Chicken Broiler/Roasters - Caged Layers - Chicken Breeder Layers - Pullers - Meat Turkeys (>10kg) - Meat Turkeys (5-10 kg) - Meat Turkeys (<5 kg) - Turkeys Breeder Layers	500	500		X				
HORSES	17	17			X			
SHEEP - Adult Sheep - Feeder Lambs								
MINK - Adults								
VEAL - White - Red (<30 kg)								
GOATS - Adult Goats - Feeder Goats	100 110			X				
OTHER (e.g. Ducks, Emu, Fox, Ostrich, Rabbit)								

The above information was supplied by: Clayton Zehr
Clayton Zehr Apr 24/21
 Signature Date

Loewen Severances

9937 Walker Road

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

Form 3S

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____
 Owner of Livestock Facility Simon Gascho Telephone () _____
 Geographic Township _____ Lot _____ Concession _____
 Closest distance from the livestock facility to the new use _____ metres
 Closest distance from the manure storage to the new use _____ metres
 Tillable hectares on property where livestock facility is located 20

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)				
			Roaster Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage
			Solid	Liquid			
<input checked="" type="checkbox"/> DAIRY Milking Cows Feeders	70				<input checked="" type="checkbox"/>		
<input type="checkbox"/> BEEF Cows (Barn confinement) Cows (Barn with yard) Feeders (Barn confinement) Feeders (Barn with yard)							
<input type="checkbox"/> SWINE Sows/Boars Weaners (4 - 30 kg) Feeder Hogs							
<input type="checkbox"/> POULTRY Chicken Broiler/Roasters Caged Layers Chicken Breeder Layers Pullets Meat Turkeys (>10kg) Meat Turkeys (5-10 kg) Meat Turkeys (<5 kg) Turkeys Breeder Layers							
<input checked="" type="checkbox"/> HORSES	10				<input checked="" type="checkbox"/>		
<input type="checkbox"/> SHEEP Adult Sheep Feeder Lambs							
<input type="checkbox"/> MINK - Adults							
<input type="checkbox"/> VEAL White Red (<30 kg)							
<input type="checkbox"/> GOATS Adult Goats Feeder Goats							
<input type="checkbox"/> OTHER (e.g. Ducks, Emu, Fox, Ostrich, Rabbit)							

The above information was supplied by: Simon Gascho
 Signature _____ Date April 24/07

Loewen Severances

~~5957~~ Walker Road

9941

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

Form 3S

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____
 Owner of Livestock Facility Tina Stahl Telephone 519 229 6117
 Geographic Township _____ Lot _____ Concession _____
 Closest distance from the livestock facility to the new use _____ metres
 Closest distance from the manure storage to the new use _____ metres
 Tillable hectares on property where livestock facility is located 50 H

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)				
			Roofted Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage
			Solid	Liquid			
DAIRY • Milking Cows • Heifers	1				<input checked="" type="checkbox"/>		
BEEF • Cows (Barn confinement) • Cows (Barn with yard) • Feeders (Barn confinement) • Feeders (Barn with yard)	18				<input checked="" type="checkbox"/>		
SWINE • Sows/Boars • Weaners (4 - 30 kg) • Feeder Hogs	X						
POULTRY • Chicken Broiler/Roasters • Caged Layers • Chicken Breeder Layers • Pullets • Meat Turkeys (>10kg) • Meat Turkeys (5-10 kg) • Meat Turkeys (<5 kg) • Turkeys Breeder Layers	20				<input checked="" type="checkbox"/>		
HORSES	12				<input checked="" type="checkbox"/>		
SHEEP • Adult Sheep • Feeder Lambs	310				<input checked="" type="checkbox"/>		
MINK - Adults							
VEAL • White • Red (<30 kg)							
GOATS • Adult Goats • Feeder Goats							
OTHER (e.g. Ducks, Emu, Fox, Ostrich, Rabbit)							

The above information was supplied by: _____
Tina Stahl Signature April 24, 2021 Date

Data Sheet-Minimum Distance Separation (MDS)- Agricultural Code of Practice

This form is to be completed and attached to the application when applying for a new non-farm use in the vicinity of an existing livestock facility. Please complete one sheet for each set of farm buildings.

Roll No. _____ File No. _____
 Owner of Livestock Facility Louis Dancy Telephone (571) _____
 Geographic Township Melchior Lot: 22 Concession 7
 Closest distance from the livestock facility to the new use 1 Km metres
 Closest distance from the manure storage to the new use 1 Km metres
 Tillable hectares on property where livestock facility is located 30

Livestock Type	Existing # of Livestock	Total Housing Capacity (#)	Manure System (Check one box)					
			Roofed Storage or Covered Tank		Open Solid Storage	Open Liquid Tank	Earthen Manure Storage	
			Solid	Liquid				
DAIRY ..Milking Cows ..Heifers								
BEEF ..Cows (Barn confinement) ..Cows (Barn with yard) ..Feeders (Barn confinement) ..Feeders (Barn with yard)	25	25						✓
SWINE ..Sows/Boars ..Weaners (4 - 30 kg) ..Feeder Hogs								
POULTRY ..Chicken Broiler/Roasters ..Caged Layers ..Chicken Breeder Layers ..Pullets ..Meat Turkeys (>10kg) ..Meat Turkeys (5-10 kg) ..Meat Turkeys (<5 kg) ..Turkeys Breeder Layers								
HORSES								
SHEEP ..Adult Sheep ..Feeder Lambs	7	7						✓
MINK - Adults								
VEAL ..White ..Red (<30 kg)								
GOATS ..Adult Goats ..Feeder Goats								
OTHER (e.g. Ducks, Emu, Fox, Ostrich, Rabbit)								

The above information was supplied by: Louis Dancy
Louis Dancy April 30 '21
 Signatures Date

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

1. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.
2. Any required road widening is to be complete or the necessary agreements are in place with sufficient security posted to cover the costs of the works prior to the condition being deemed fulfilled.
3. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.
4. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.
5. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
6. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
7. That the applicants initiate and assume all planning costs associated with the required Zoning Amendment as required in accordance with the Ontario Planning Act, RSO 1990, with such cost to be paid in full to the Township and that the required process be successfully completed prior to the condition being deemed fulfilled.
8. That the Township of Malahide be satisfied that associated Consent Application No. E18-23 (formerly E52-21, lapsed) be completed prior to the stamping of any deeds.

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

1. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.
2. Any required road widening is to be complete or the necessary agreements are in place with sufficient security posted to cover the costs of the works prior to the condition being deemed fulfilled.
3. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.
4. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.
5. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
6. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
7. That the applicants initiate and assume all planning costs associated with the necessary planning applications for the existing transport truck and/or auto repair business operating on the subject lands (known locally as 51432 Woolleyville Line), specifically an amendment to the Township of Malahide Zoning By-law and Site Plan Control, with such cost to be paid in full to the Township and that the required processes be successfully completed prior to the condition being deemed fulfilled, or, that a zoning compliance certificate has been obtained from the Township of Malahide Chief Building Official for above-noted business confirming that the business is in compliance with the Township of Malahide Zoning By-law.

8. That all required land dedications to the Township of Malahide are complete prior to the stamping of the deed, specifically:
 - a) Road widening along Woolleyville Line; and,
 - b) A turning block of a sufficient area and at a location along Woolleyville Line.The above-noted land dedications shall be to the satisfaction of the Township of Malahide Director of Public Works.



CATFISH CREEK CONSERVATION AUTHORITY

8079 Springwater Road, RR# 5, Aylmer, Ontario N5H 2R4

PHONE: (519) 773-9037 • FAX: 519-765-1489

e-mail: admin@catfishcreek.ca • www.catfishcreek.ca

February 28, 2023

Re: April 1, 2023 Progress Report

The Ministry of Environment, Conservation and Parks (MECP) proposed many changes to the subsection of the Conservation Authorities Act. These changes have been enacted which will affect the provision of Conservation Authority Programs and Services. There are two phases to the transition period. The first phase is to develop and circulate an Inventory of Programs and Services. The second phase of the transition period includes developing and finalizing the Catfish Creek Conservation Authority municipal agreements in accordance with the regulations.

Regulation 687/21. 7 (2) states that during the second phase of the transition period an Authority shall provide progress reports on July 1, 2022, October 1, 2022, January 1, 2023, April 1, 2023, July 1, 2023, and October 1, 2023, to be submitted to the MECP.

The Progress Reports will detail; any comments or other feedback submitted by a municipality referred to in clause 5 (1) (b) regarding the inventory;

- (a) a summary of any changes that the Authority has made to the inventory to address comments or other feedback referred to in clause (a), including the changed inventory and a clear description of the changes between the previous inventory and changed inventory; and
- (b) an update on the progress of negotiations of cost apportioning agreements with the participating municipalities; and
- (c) an outline of any difficulties that the Authority is experiencing that might affect the ability of the Authority to conclude any cost apportioning agreements with one or more participating municipalities by the transition date.

Please find attached the Catfish Creek Conservation Authority (CCCA) April 1, 2023 Progress Report.

Sincerely,

Dusty Underhill,
General Manager/Secretary-Treasurer

Mission Statement: "To communicate and deliver resource management services and programs In order to achieve social and ecological harmony for the watershed"





2022

April 1, 2023 Progress Report

CATFISH CREEK CONSERVATION AUTHORITY

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Cost Apportioning Agreements	11
Difficulties	12

Catfish Creek Conservation Authority (CCCA) April 1, 2023 Progress Report in Accordance with Ontario Regulation 687/21. 7(1) (c) and 7(2)

Introduction:

With the passing of Ontario Regulation 687/21; "Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act", Conservation Authorities are required to develop and implement a Transition Plan outlining processes and timelines to ensure compliance and cost apportioning agreements (if applicable) are in place with their member municipalities as required by subsection 21.1.4 (1) of the Act.

The purpose of the transition period is to provide Conservation Authorities and municipalities a period to address changes to the budgeting and levy process based on the delivery of mandatory programs and services (Category 1), municipal programs and services (Category 2), and other programs and services (Category 3) and the need, in some cases, to reach agreements.

Regulation 687/21, Section 7(1)(c) states that during the second phase of the transition period and no later than the transition date, an Authority shall submit to the Ministry six progress reports described in clause (1)(c) of the act, and the Authority shall submit the progress reports described in clause (1)(c) to the ministry on the following dates; July 1, 2022, October 1, 2022, January 1, 2023, April 1, 2023, July 1, 2023 and October 1, 2023. The progress reports will include any comments received or changes to the inventory; an update on the progress of negotiations of cost apportioning agreements, and any difficulties that the CCCA is experiencing with concluding the requirements prior to the end of the transition period. A final report is to be submitted to MECP and each participating municipality by January 31, 2024, including the final version of the Inventory of Programs, Services, and confirmation that the CCCA has entered into all necessary cost apportioning agreements.

Timelines

Deliverable	Due Date	Timeline
Outgoing letter to municipalities		Week of Nov. 22, 2021, following board approval
Create Transition Plan	December 31, 2021	October 25, 2021 to November 10, 2021 (Complete)
Obtain Board approval of Transition Plan	November 19, 2021	Complete
Make it Public	December 31, 2021	Complete
Create Programs and Services Inventory		Feb 2022 (Complete)
Circulate to Municipalities and MECP, Post on Website	February 28, 2022	Complete
Communications and Cost Apportioning Negotiations with Municipalities	January 1, 2024	November 19, 2021 to September 30, 2023
Consultation with neighbouring CA's	As required	November 19, 2021 to November 1, 2023
Execute Municipal Agreements	January 1, 2024	September / October. 2023
Quarterly Reports to MECP as required by Regulation 687/21	July 1, 2022	July 1, 2022 Progress Report was sent to MECP and participating Municipalities on June 29, 2022 as required by O.Reg. 687/21
Quarterly Reports to MECP as required by Regulation 687/21	October 1, 2022	October 1, 2022 Progress Report was sent to MNRF and participating Municipalities on September 28, 2022 as required by O.Reg. 687/21
	January 1, 2023	
	April 1, 2023	
	July 1, 2023	
	Oct. 1, 2023	
Request for Extension of Transition Date	Oct. 1, 2023 (if required)	
Final Report	January 30, 2024	

Catfish Creek Conservation Authority Conservation Authorities Act Dispersal Records

Date	Action Item	Recipient
Nov 19, 2021	Transition Plan approved by the CCCA Board and for dispersal to public, MECP, and member municipalities	CCCA Staff & Board
Dec 9, 2021	Transition Plan mailed out to Member Municipality – Township of Malahide	Adam Betteridge, Chief Administrative Officer/Clerk
Dec 9, 2021	Transition Plan mailed out to Member Municipality – County of Oxford	Lynn Buchner, Director of Corporate Services
Dec 9, 2021	Transition Plan mailed out to Member Municipality – Township of SW Oxford	Mary Ellen Greb, Chief Administrative Officer
Dec 9, 2021	Transition Plan mailed out to Member Municipality – Municipality of Central Elgin	Paul Shipway, Chief Administrative Officer/Clerk
Dec 9, 2021	Transition Plan mailed out to Member Municipality – City of St. Thomas	Maria Konefal, City Clerk
Dec 9, 2021	Transition Plan mailed out to Member Municipality – Town of Aylmer	Andy Grozelle, Chief Administrative Officer
Dec 10, 2021	Transition Plan posted onto the CCCA Website as a news item and under the publication section	General Public
Dec 10, 2021	Transition Plan emailed to MECP	MECP ca.office@ontario.ca)
Jan 27, 2022	Inventory of Programs and Services approved by the CCCA Board and for dispersal to public, MECP, and member municipalities	CCCA Staff & Board
Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – Township of Malahide	Adam Betteridge, Chief Administrative Officer/Clerk
Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – County of Oxford	Lynn Buchner, Director of Corporate Services
Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – Township of SW Oxford	Mary Ellen Greb, Chief Administrative Officer
Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – Municipality of Central Elgin	Paul Shipway, Chief Administrative Officer/Clerk
Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – City of St. Thomas	Maria Konefal, City Clerk

Jan 31, 2022	Inventory of Programs and Services mailed out to Member Municipality – Town of Aylmer	Andy Grozelle, Chief Administrative Officer
Feb 22, 2022	Inventory of Programs and Services emailed to the MECP	MECP
Feb 22, 2022	Inventory of Programs and Services posted on CCCA Website	CCCA
May 10, 2022	Sent 2021 Auditors Report to MECP, posted on website	MECP
June 27, 2022	Requested a meeting to discuss MoA with Paul Shipway from the Municipality of Central Elgin	Paul Shipway, CAO
June 29, 2022	Sent July 1 st Progress Report required under Ontario Regulation 687/21	MECP
June 29, 2022	Requested meeting with St Thomas City Manager to discuss MoA for Category 2 Planning Services	Sandra Datar Bere, City Manager
July 12, 2022	Requested a meeting with Adam Betteridge CAO The Township of Malahide to discuss MoA for Category 2 planning services	
July 14, 2022	Requested a meeting with Andy Grozelle CAO Town of Aylmer to discuss MoA for Category 2 planning services.	
July 15, 2022	Confirmed meeting to discuss MOA with Town of Aylmer.	Andy Grozelle, CAO
July 15, 2022	Discussed Inventory and Agreements with Paul Shipway CAO/ Clerk from the Municipality of Central Elgin in the CCCA Boardroom.	Paul Shipway, CAO, Clerk
July 19, 2022	Email correspondence from Town of Aylmer in regards to MoA.	Andy Grozelle, CAO
July 19, 2022	Email correspondence from Municipality of Central Elgin in regards to MoA.	Paul Shipway, CAO
July 19, 2022	Discussed Inventory and Agreements with Mary Ellen Greb CAO from Township of Southwest Oxford at the Township of South- West Oxford Municipal building. There were no concerns brought fourth at the time of meeting.	Mary Ellen Greb, CAO
July 20, 2022	Discussed Inventory and Agreements with Sandra Datre Beres City Manager from City of St Thomas at the CCCA Boardroom. There were no concerns brought fourth at the time of meeting.	Sandra Datar Bere, City Manager

July 20, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
July 21, 2022	Discussed Inventory and Agreements with Adam Betteridge from Township of Malahide at the CCCA Boardroom. There were no concerns brought fourth at the time of meeting.	Adam Betteridge, CAO
July 21, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
July 22, 2022	Emailed PDF's of MoA to Malahide Township	Adam Betteridge, CAO
July 26, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
July 26, 2022	Email correspondence from Town of Aylmer in regards to MoA.	Andy Grozelle, CAO
July 27, 2022	Email correspondence from Town of Aylmer in regards to MoA	Andy Grozelle, CAO
July 27, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
August 4, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
August 4, 2022	Email correspondence from City of St Thomas in regards to MoA	Sandra Datar Bere City Manager
August 8, 2022	Email correspondence from Malahide Township in regards to MoA	
August 9, 2022	Email correspondence from the Municipality of Central Elgin in regards to MoA	Paul Shipway, CAO
August 11, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
August 12, 2022	Email correspondence from City of St Thomas in regards to MoA	Sandra Datar Bere City Manager
August 15, 2022	Email correspondence from the Municipality of Central Elgin in regards to MoA	Paul Shipway, CAO
August 16, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
August 17, 2022	Email correspondence from the Municipality of Central Elgin in regards to MoA	Paul Shipway, CAO

August 22, 2022	Email correspondence from Oxford County in regards to MoA	Gord Hough, Director of Community Planning
August 22, 2022	Email correspondence from Malahide Township in regards to MoA	Adam Betteridge, CAO
August 23, 2022	Email correspondence from Malahide Township in regards to MoA	Adam Betteridge, CAO
August 30, 2022	Finalized draft agreement sent to CCCA for final review	Andy Grozelle, CAO
September 21, 2022	Emailed MNRFP to request a meeting to discuss CCCA's Inventory of Programs and Services	ca.office@ontario.ca
September 21, 2022	Emailed City of St Thomas and Central Elgin to get an update on current status of MoA	Sandra Datar Bere Paul Shipway
September 27, 2022	Email correspondence received from City of St Thomas	Sandra Datar Bere City Manager
October 6, 2022	Email correspondence from the Municipality of Central Elgin in regards to MoA	Paul Shipway, CAO
October 6, 2022	Emailed Central Elgin to discuss MoA	Paul Shipway, CAO
October 24, 2022	Email correspondence from City of St Thomas in regards to MoA	Sandra Datar Bere City Manager
October 24, 2022	Emailed City of St Thomas to discuss MoA	Sandra Datar Bere City Manager

Municipal Comments or Feedback

Municipality	Comments/ Feedback
Township of Malahide	There has been no new comments or feedback received since the January 1, 2023 Progress Report.
Municipality of Central Elgin	There has been no new comments or feedback received since the January 1, 2023 Progress Report.
The Town of Aylmer	There has been no new comments or feedback received since the January 1, 2023 Progress Report.
City of St Thomas	There has been no new comments or feedback received since the January 1, 2023 Progress Report.
Township of Southwest-Oxford	There has been no new comments or feedback received since the January 1, 2023 Progress Report.

Summary of Changes:

On October 3, 2023, the General Manager of the CCCA met with MECP staff to discuss the CCCA's Inventory of Programs and Services. Upon MECP direction, amendments were made to the Inventory of Programs and Services. The amended Inventory of Programs and Services was approved at the December 15, 2022 Full Authority meeting for circulation to MNR staff and to all five (5) participating Municipalities as information. The CCCA has received very little feedback from members since the October 1, 2022 Progress Report.

The following amendments were made to CCCA's Inventory since a consultation with MECP staff took place and the last Progress Report was submitted on October 1, 2022.

Ice Management Services Page 3
The Special Levy was removed and replaced with Levy. The words "Township of Malahide incurs the Special Levy yearly" has been removed

Catfish Creek Channel Monitoring Page 4
The Special Levy was removed and replaced with Levy. The words "Township of Malahide incurs the Special Levy yearly" has been removed

Well Program Page 6
Well Program was removed from the Inventory of Programs and Services as it is included on Page 5 under Provincial Groundwater Monitoring Network

Conservation Areas Page 7
Changed to a Category 1 from a Category 2 with MECP direction, as Ivan Steen and Ward McKenna are managed by the Town of Aylmer but owned by the CCCA and are still considered conservation areas.

Maple Festival \$11,755.00 was used to supplement Conservation Area maintenance. MECP suggested the Maple Program be added as a Category 3 Program or Service under its own line item in the Inventory.

Land Acquisition Page 8
Funding Mechanism was changed to show that acquisitions are paid by 80% donation and 20% is taken from reserves.

Conservation Areas Strategy Page 9
The Conservation Areas Strategy was added to the Inventory as it is a mandatory requirement in regards to section 21.1(1) of the Conservation Authorities Act.

Maple Syrup Program Page 13
Maple Syrup Program was added as its own line item on the Inventory as suggested by MECP staff.

Cost Apportioning Agreement

During the second phase of the transition period, (to be completed by January 1, 2024) the CCCA will consult with participating municipalities on the Inventory of Programs and Services.

No progress was made in regards to cost apportioning agreements as Conservation Authorities are currently prohibited to enter into these agreements with the introduction of Bill 23 for Category 2 Services. The CCCA will continue to support and provide Category 1, mandatory programs and services and permitting activities will continue in regulated areas.

Difficulties:

The October 2022 municipal election posed some impacts on Phase 2 implementation as new councils are just being sworn in. The CCCA Board of Directors had a small turnover in membership following the election. However, Conservation Authority staff are moving forward to ensure we meet all the regulated deadlines.

Bill 23 prohibits our municipal members from continuing to work with conservation authorities to provide technical support on land use planning matters beyond natural hazards and drinking water source protection. The model before the release of the Bill 23 amendments on December 28, 2022 enabled municipalities to use existing expertise within conservation authorities to fulfill responsibilities for natural heritage and water resources while saving time and money for applicants. This change could potentially require municipalities to hire additional expertise or consultants to support these matters.

Development subject to Planning Act authorizations should not be exempt from conservation authority permits, and CA regulations should not be delegated to municipalities. Municipalities do not have the expertise to review applications for development in a flood plain, shoreline, river valley, and wetland areas or to deal with applications to alter watercourses or interfere with wetlands. The watershed, not municipal boundaries, should continue to be the scale used to assess natural hazards.



Programs & Services Guide

CATFISH CREEK CONSERVATION AUTHORITY

AMENDED; JUNE 2022

AMENDED; SEPTEMBER 2022

AMENDED; NOVEMBER 2022

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
<p>Risk of Certain Natural Hazard's - see 21.1 (1) 1 i of the Conservation Authorities Act; Sections 1-8 of the Mandatory Programs and Services Regulation O.R. 686/21.</p> <p>The CCCA will develop an awareness of areas that are important for the management of natural hazards within the watershed. The CCCA will also manage and promote awareness and education of risks related to natural hazards, protect life and minimize property damage from flooding and erosion by providing a flood control monitoring and warning program. CCCA alerts the public through flood messages, provides municipal staff with data and information to enable sufficient lead time to enable emergency flood mitigation procedures to promote resident's safety, safeguard flood prone areas and as a result minimize flood related damage and loss of life.</p>						
Section 28.1 Permit Administration and Compliance Activities/ Enforcing and Administering the Act	Reviewing and processing permit applications, technical reports, natural hazards studies, mapping and updates to regulation limits mapping. Site visits/ inspections, communication with applicants, agents, and consultants. Property enquires and legal expenses for regulations and compliance. Administering and enforcing sections 28, 28.0.1, and 30.1 of the act as required.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.8	MNRF: \$1,590 = 5% Levy: \$22,545 = 73% Fees: \$6,850 = 22%	\$30,985	Prior to February 2022, Present
Review Under Other Legislation	Input and review on a variety of different Acts including, The Aggregate Resources Act, Drainage Act, Environmental Assessment Act and The Ontario Planning Act.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.6	Levy: \$2,312 = 100%	\$2,312	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
Plan Review Not Related to Natural Hazards	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan, Zoning By-law Amendments, Subdivisions, Consents and Minor Variances	2	CA Act Sec. 21.1.2	Special Levy Split Amongst 5 Municipalities Aylmer \$850.00 Central Elgin \$2150.00 Malahide \$4550.00 Southwest Oxford \$350.00 St Thomas \$350.00	\$8250.00	Established December of 2002, Moa to be completed by December 31, 2024
Municipal Plan Input and Review	Provide technical information, advice, and policy support to municipalities on matters relating to Natural Hazards Policies (Section 3.1 under the PPS) with a focus on Official Plan and Official Plan Amendments. This includes: broad policy interpretation, transfer of data, information and science to municipalities, and provision of advice on matters relating to natural hazards policy to Ministry of Municipal Affairs and Housing.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.7	Levy: \$4,699 = 36%	\$12,949	Prior to February 2022, Present
Flood Forecasting and Warning	Daily data collection and monitoring of local weather forecasts hydrometric stations, local water level forecasts and watershed conditions. Flood event forecasting, provincial watershed condition statements and inter agency communications in the event of a flood.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.2, Reg. 686/21 s.3	MNRF: \$32,006 = 16% Levy: \$167,967 = 84%	\$199,973	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	Maintenance of flood forecasting equipment and annual meeting with applicable inter agency flood emergency coordinators.					
Flood and Erosion Control Infrastructure Operation and Management NOTE: To be completed on or before December 31, 2024 per requirements in Section 5 of the Mandatory Programs and Services Regulation	Flood and erosion control infrastructure and low flow augmentation. Includes 1 dam	1	Mandatory in accordance to CA Act; Reg. 686/21 s.5	MNRF: \$2,617 = 19% Levy: \$10,894 = 77% WECl: \$625 = 4%	\$14,136	Prior to February 2022, Present
Ice Management Services NOTE: Ice Management Plan(s) to be completed as necessary on or before December 31, 2024 per requirements in Section 4 of the mandatory Programs	Providing advice for ice jam prevention and mitigation through-out the winter season	1	Mandatory in accordance to CA Act; Reg. 686/21 s. 4	MNRF: \$1,250 = 8% Levy: \$14,157 = 92%	\$15,407	Prior to February 2022, Present, Future (Update Ice Management Plan)

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
and Service Regulation						
Catfish Creek Channel Monitoring	Monitoring the Catfish Creek channel morphology changes at Port Bruce due to seasonal loading and/or scour by bathometric sounding the lower reaches of the Catfish Creek through Port Bruce.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.2, s.3, s.4	MNRF: \$1,250 = 8% Levy: \$14,157 = 92%	\$15,407	Prior to February 2022, Present, Future
Drought and Low Water Response	Monitoring of surface and groundwater conditions and analysis of low water data for dissemination to irrigators, landowners and applicable government agencies. Technical and administrative support to regional advisors, and the CCCA's Irrigation Committee	1	Mandatory in accordance to CA Act; Reg. 686/21 s.3	Other Grants: \$3.223 = 100% (Grant ended in 2018)	\$3,223	Prior to February 2022 Present, in accordance with the Ontario Low Water Response guidance
Natural Hazards Technical Studies and Information Management	Data collection and study of technical report designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.1 (1)	Levy: \$18,756 = 88% Revenue: \$2,655 = 12%	\$21,411	Prior to February 2022, Present, Future
Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Social media services. Media relations. Natural Hazards Studies, Mapping and Updates to Regulation Limits Mapping and Data Transfer to	1	Mandatory in accordance to CA Act; Reg. 686/21 s.2, s.3, s.4, s.5	Levy: \$15,623 = 97% Donations: \$450 = 3%	\$16,073	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	Public, through Web based Map(s) showing Regulation Limits.					
Provincial Water Quality and Quantity Monitoring - see 21.1 (1) 2 of the Conservation Authorities Act; ; Section 12(2) and 12(3) of the Mandatory Programs and Services Regulation O.R. 686/21						
The CCCA, in partnership with Ministry of Environment, Climate Change and Parks (MECP), and has established long term sites to monitor surface and ground water conditions.						
Provincial Water Quality Monitoring Network (PWQMN)	A long-standing CA/MECP partnership for stream water quality monitoring at 4 sites. CCCA collects monthly water samples and field measurements and MECP performs lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.12	Reserves: \$800 = 100% Beginning 2022: Levy: 100%	\$800	Prior to February 2022, Present
Provincial Groundwater Monitoring Network (PGMN)	The Provincial Groundwater Monitoring Network is a partnership program with all 36 Ontario conservation authorities and 10 municipalities (in areas not covered by a conservation authority) to collect and manage ambient (baseline) groundwater level and quality information from key aquifers located across Ontario. CCCA manages 5 wells	1	Mandatory in accordance to CA Act; Reg 686/21 s.12 (1)	Reserves: \$1,300 = 100% Beginning 2022: Levy: 100%	\$1,300	Prior to February 2022, Present
Integrated Water and Climate Station	CCCA uses four MECP hydrometric stations to monitor flows and precipitation within the Catfish Creek Watershed	1	Mandatory in accordance to CA Act; Reg 686/21 s.12 (2)	Reserves: \$500 = 100% Beginning 2022: Levy: 100%	\$500	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
Local Water Quality Monitoring - see 21.1 (1) 2 of the Conservation Authorities Act; ; Section 12(2) and 12(3) of the Mandatory Programs and Services Regulation O.R. 686/21						
Water quality monitoring is an essential part of keeping the planet healthy and sustainable. Land based activities can have a huge impact on water systems and it's critical that we realise how these affect waterbodies, both above and below ground.						
Surface Water Quality Monitoring Program	In addition to PWQMN, CCCA maintains nine benthic monitoring sites across the watershed. CCCA responds to local spills events at the request of MECP. Costs include sampling, analysis and reporting.	3	CA Advisable Program	Reserves: \$1,200 = 100%	\$1,200	Prior to February 2022, Present
Watershed Report Card	Conservation Authorities report on local watershed conditions every five years. Measuring environmental indicator changes within the watershed, with a focus on Authority managed projects to evaluate efforts and track progress.	3	CA Advisable	Reserves= \$750.00	\$750	Prior to February 2022, Present
Drinking Water Source Protection - see 21.1 (1) 1 iii of the Conservation Authorities Act; Section 13 of the Mandatory Programs and Services Regulation O.R. 686/21						
The protection of municipal drinking water supplies in the Southwest region through the development and implementation of Source Protection Plans, acting as an SPA						
Drinking Water Source Protection (DWSP)	CCCA provides technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations. Assist with implementation of source protection plan	1	Mandatory in accordance to CA Act; Reg 686/21 s.13 (1)1	Other Grants: \$3,408 = 91% Reserves: \$337 = 9% Beginning 2022: Levy:100%	\$3,745	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	for the Lake Erie Source Protection Region.					
Conservation Lands - see 21.1 (1) 1 ii of the Conservation Authorities Act; Sections 9-1 of the Mandatory Programs and Services Regulation O.R. 686/21						
The CCCA owns 554.44 hectares of land including conservation areas, management areas, managed forest, and flood control structures.						
Section 29 Minister's Regulation Rules of Conduct in Conservation Areas (O. Reg. 688/21)	Conservation areas regulations enforcement/compliance. Incurred legal expenses for regulation and compliance	1	Mandatory in accordance to CA Act; Reg. 688/21	Revenue: \$6,556 = 100%	\$6,556	Prior to February 2022, Present
Springwater Conservation Area	CCCA operates one campground and its associated facilities, generates our main revenue stream and offsets costs of mandated programs.	3	No Municipal Levy used, Self Generated – 100%	Revenue: \$421,892 = 74% Grants: \$154,149 = 26%	\$576,041	Prior to February 2022, Present
CCCA forests and management areas (not Conservation Areas)	Management and maintenance of CA owned lands (will all be listed in the Land Inventory). Includes forest management, signage, gates, passive recreation, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance.	3	No Municipal Levy used, Self Generated – 100%	Grants: \$3,846 = 5% Donations: \$22,983 = 29% Revenue: \$37,444 = 66% (excess transferred to reserves)	\$27,646	Prior to February 2022, Present
Conservation Areas	Management and maintenance of three passive day use conservation areas (Yarmouth Natural Heritage Area, Archie	1	Mandatory in accordance to	Donations: \$4,398 = 6% Revenue: \$6,191 = 8%	C.A. \$552	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	Coulter and Springwater Forest, not the Campground) with recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, pavilions, roadways, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance.		CA Act; Reg. 686/21 s.9(1)	% (excess transferred to reserves) Grants: \$4,808 = 41% Revenue: \$5,058 = 43% Donations: \$800 = 7% Reserves: \$1,089 = 9%		
	Ivan Steen & Ward McKenna; existing agreements with The Corporation of the Town of Aylmer, for use of the Ivan Steen Conservation Area and Ward McKenna Conservation Area for public park space and recreational amenities which is maintained by The Corporation of the Town of Aylmer.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.9(1)	No Municipal Levy used, No monetary exchange,		Ivan Steen Agreement, April 29, 1982 Ward McKenna Agreement, November 21, 1984
Conservation Area Major Maintenance	Major maintenance and capital improvements to support public access, safety and environmental protection such as pedestrian bridges, boardwalks, trails.	1	Mandatory in accordance to CA Act; Reg. 686/21 s.9 (2)	Grants: \$48,641 = 62% Reserves: \$2,186 = 3% Reserves: \$17,381 = 75% Donations: \$5,660 = 25%	GLLAF \$50,827 SPW C.A. Dev. \$23,041	Prior to February 2022, Present
Land acquisition	Strategic acquisition of environmentally significant properties. Follow guidance from our land acquisition and disposal policy	3	No Municipal Levy used, Self Generated – 100%	TBD by each individual acquisition. No agreement required. Donations: 80% Reserves: 20%	TBD by each individual acquisition	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
Inventory of Conservation Authority Lands NOTE: Inventory to be completed on or before December 31, 2024	The land inventory includes the following information: location as well as date, method and purpose of acquisition, land use. One-time project with updates as properties are acquired or disposed of.	1	Mandatory in accordance to CA Act; CA Act 21.1(1) O. Reg. 686/21 9 (3)	Levy: \$5,550	\$5,550	Prior to February 2022, Present
Core Watershed Based Resource Management Strategy NOTE: Core Watershed Strategy to be completed on or before December 31, 2024	New Project: Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development, implementation, and annual reporting. This project builds on previous Watershed Management Strategies.	1	Mandatory in accordance to CA Act; 21.1(1) O. Reg. 686/21 12 (1) 3	Levy: \$5,550	\$5,550	Future December 31, 2024)
Conservation Areas Strategy NOTE: Conservation Areas Strategy to be completed on or before December 31, 2024	New Project: A strategy to guide the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and services on the lands, public consultation, publish on website. Updates of existing conservation area management plans.	1	Mandatory in accordance to CA Act; 21.1(1) O. Reg. 686/21 9 (1)1	Levy: \$5,550	\$5,550	Future December 31, 2024)
Land Acquisition and Disposition Strategy	A policy to guide the acquisition and disposition of land in order to fulfill the	1	Mandatory in accordance to CA Act; Reg.	Reserves: \$3,500 = 100%	\$3,500	Prior to February 2022, Presented/ Completed August

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	objects of the authority is to be created before the end of the Transition Period		686/21 s.9 (2) (5)			2020/ Board of Directors Approved
Watershed Stewardship and Restoration (Urban, rural & agricultural)						
The stewardship and restoration program has three key components: one-on-one technical assistant to watershed landowners, connecting landowners with cost-share funding, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change.						
Private Land Stewardship Program/ Integrated Resource Management	Work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Apply for and manage external funding, promote private land stewardship such as tree planting, wetlands and tall grass prairie plantings, outreach, provide technical advice and design assistance.	3	No Municipal Levy used, Self Generated – 100% (No Agreement Required)	Grants: \$12,572 = 32% Revenue: \$11,536 = 29%	Private Lands Projects: \$24,108	Prior to February 2022, Present
Tree Planting and Forestry Service	Site preparation, tree and shrub planting, and survival assessments, technical assistance, hazard tree abatement, link to funding programs to maintain form and function of watershed forest cover. CCCA Tree Planting Program allows property owners to purchase bare root native tree and shrub seedlings at a minimal cost.	3	CCCA Advisable Self Generated - 100%	Grants: \$7,218 = 18% Donations: \$1,080 = 3% Revenue: \$1,515 = 4% Reserves: \$5,234 = 13%	\$15,047	Aylmer Woodlot Agreement Signed July 15, 2019, expires July 15 2029, reviewed every ten years

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	CCCA also provides full service tree planting to landowners. Administration of Malahide Roadside Tree Planting Program. Agreement with Town of Aylmer to manage Aylmer Woodlot					Malahide Roadside Tree program,
Enabling Services:						
Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable the CCCA to operate in an accountable, efficient and effective manner.						
Corporate Services	Administrative, human resources, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	MNRF: \$2,500 = 5% Levy: \$27,961 = 51% Reserves \$23,009 = 41% Revenue: \$1,586 = 3%	\$55,056	Prior to February 2022, Present
Financial Services	Annual budget, accounts payable and receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing and submitting reports to CRA, benefits program administration.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$12,658 = 36% Reserves: \$22,416 = 64%	\$35,074	Prior to February 2022, Present
Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Reserves: \$16,842 = 100%	\$16,842	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
Governance	Supporting CA Boards, Advisory Committees, GM and Senior Management.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$14,453 = 100%	\$14,453	Prior to February 2022, Present
Communications and Outreach	Informing public of CCCA programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$15,623 = 97% Donations: \$450 = 3%	\$16,073	Prior to February 2022, Present
Administration Building	Office buildings and workshop used to support CCCA staff, programs and services. Includes utilities, routine and major maintenance, property taxes.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$27,297 = 100%	\$27,297	Prior to February 2022, Present
Information Technology Management/ GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$27,141 = 92% Revenue: \$2,654 = 9%	\$29,795	Prior to February 2022, Present
Vehicle and Equipment	A fleet of vehicles and equipment to support the work of the CCCA, including capital purchases, fuel, licenses, repairs and maintenance. Programs and projects are charged for the use of the vehicles and equipment.	1	Mandatory in accordance to CA Act, 21.1 (1) para 1. (iv)	Levy: \$4,405 = 7% Revenue: \$32,045 = 48% Reserves: \$30,708 = 46%	\$67,158	Prior to February 2022, Present
Conservation Education and Community Outreach						
Program Description: Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds and ecosystems and conservation actions they can implement.						
Education Programs	Curriculum-based education programs for elementary and secondary students. These programs focus on local	3	No Municipal Levy used, Self	Grants: \$13,543 = 72% Revenue: \$10,004 = 53%	\$18,811	Prior to February 2022, Present

Programs/ Service And Subservices	Description	Category (1,2,3)	Category classification/ concerns	Funding mechanism- %	Estimated annual cost (based on 5-year average or explanation of costs)	Program/ Service provided date (prior or post Feb 2022) (indicate present or future).
	watersheds, ecosystems, and environmental issues. Programs take place in the conservation areas and assist to study the diverse ecosystems they are surrounded by. Programs include, Aquatics, Terrestrial, and Soils Workshops.		Generated – 100% (No Agreement Required)	Donations: \$2,020 = 11% Reserves: -\$6,756 = -36%		
Education Programming in Conjunction with Thames Valley Schoolboard	An annual Memorandum of Understanding is signed with Thames Valley District Schoolboard leasing a part of Springwater Forest to the Jaffa Outdoor Education Center for an outdoor classroom. The Maple Program, Marsh Quest and Forest Festival are all ran in conjunction with Thames Valley District Schoolboard staff.	3	No Municipal Levy used, Self Generated – 100% (No Agreement Required)	Revenue: \$12,500 = 100%	\$12,500	Prior to February 2022, Present
Education (ELP)	ELP is an Environmental Based program ran through East Elgin Secondary School. The students work in conjunction with the Authority to manage woodlots on Authority and privately owned lands, and complete various stewardship projects on Authority and privately owned lands.	3	No Municipal Levy used, Self Generated – 100% (No Agreement Required)	Donations: \$4,500 = 55% Revenue: \$2,800 = 34% Reserves: \$870 = 11%	\$8,170	Prior to February 2022, Present
Maple Syrup Program	CCCA staff carry out a maple program in March annually. It provides Thames Valley School Board a place for educational field trips and the CCCA is open to the general public for demonstrations for a period in March annually.	3	No Municipal Levy used, Self Generated – 100% (No Agreement Required)	Donations: \$10,700 = 16% Revenue: \$56,353 = 84% To Reserves: -\$18,900 (-28%)	\$67,054	Prior to February 2022, Present



CATFISH CREEK CONSERVATION AUTHORITY

8079 Springwater Road, R.R. 5, Aylmer, Ontario N5H 2R4

Phone: 519-773-9037 • Fax: 519-765-1489

E-mail: admin@catfishcreek.ca • www.catfishcreek.ca

March 14, 2023

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

Attention: Adam Betteridge, C.A.O./Clerk

In accordance with Section 39 (3) of the Conservation Authorities Act, R.S.O. 1990, please find attached a copy of the Catfish Creek Conservation Authority's Audited Financial Statements for the year ending December 31, 2022.

This letter also serves as your notice that the CCCA Board of Directors unanimously adopted its 2023 Budget, General Levy on March 9, 2023.

An invoice indicating the 2023 total Levy is enclosed. The Conservation Authority's Regulations, Procedures, and Rules of Order state that Levy apportionments are payable in two equal installments on or before May 15th and September 15th, 2023. Your consideration of payment in full at this time would be appreciated.

If you have any questions concerning the aforementioned information, please do not hesitate to contact our office at your convenience.

Sincerely,

Mr. Dusty Underhill
General Manager / Secretary-Treasurer

DU/ss
Enclosures

CATFISH CREEK
CONSERVATION AUTHORITY
Financial Statements
December 31, 2022

CATFISH CREEK CONSERVATION AUTHORITY**Financial Statements****For The Year Ended December 31, 2022**

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INDEPENDENT AUDITORS' REPORT

To the Members of **Catfish Creek Conservation Authority**:

Opinion

We have audited the financial statements of **Catfish Creek Conservation Authority**, which comprise the statement of financial position as at December 31, 2022, and the statement of operations and accumulated surplus, statement of changes in net financial assets and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the **Catfish Creek Conservation Authority's** financial statements present fairly, in all material respects, the financial position of the **Catfish Creek Conservation Authority** as at December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for public sector entities.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian 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.

In preparing the financial statements, management is responsible for assessing the organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the organization or to cease operations, or has no realistic alternative but to do so.

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.



INDEPENDENT AUDITORS' REPORT (CONTINUED)

Auditors' Responsibilities for the Audit of the Financial Statements (Continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the organization to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

St. Thomas, Ontario

January 26, 2023

Graham Scott Enns LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Licensed Public Accountants

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CATFISH CREEK CONSERVATION AUTHORITY

Statement of Financial Position
As At December 31, 2022

	2022	2021
	<u>\$</u>	<u>\$</u>
FINANCIAL ASSETS		
Cash	679,511	693,036
Short term investments (Note 2)	328,239	321,031
Accounts receivable	<u>38,669</u>	<u>55,458</u>
	<u>1,046,419</u>	<u>1,069,525</u>
LIABILITIES		
Accounts payable and accrued liabilities	35,357	81,378
Deferred revenues (Note 4)	<u>590,048</u>	<u>504,149</u>
TOTAL LIABILITIES	<u>625,405</u>	<u>585,527</u>
NET FINANCIAL ASSETS	<u>421,014</u>	<u>483,998</u>
NON-FINANCIAL ASSETS		
Prepays	389	21,528
Tangible capital assets (Pages 18 and 19)	<u>2,896,309</u>	<u>1,993,913</u>
	<u>2,896,698</u>	<u>2,015,441</u>
ACCUMULATED SURPLUS (NOTE 5)	<u>3,317,712</u>	<u>2,499,439</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

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

	2022 Budget (Unaudited-Note 8) <u>\$</u>	2022 Actual <u>\$</u>	2021 Actual <u>\$</u>
REVENUES			
Camping and day use - user fees	641,449	673,696	585,051
Municipal levies (Note 6)	393,312	399,022	391,252
Ontario and Federal works programs (Note 12)	37,000	55,816	179,429
Other provincial grants	30,322	24,797	114,213
Watershed stewardship - user fees and permits	40,800	53,259	95,994
Donations and sponsorships	42,380	869,197	53,141
Ministry of Natural Resource and Forestry grants	41,215	41,215	41,215
Federal grants	131,905	178,553	3,928
Interest	<u>3,000</u>	<u>17,215</u>	<u>1,087</u>
	<u>1,361,383</u>	<u>2,312,770</u>	<u>1,465,310</u>
EXPENDITURES (NOTE 7)			
Program expenditures - Mandated programs (Page 17)	397,224	366,620	356,843
Corporate services	162,205	324,996	178,584
Program expenditures - Other programs (Page 17)	842,971	758,076	712,940
Amortization (Page 18 and 19)	<u>44,805</u>	<u>44,805</u>	<u>40,731</u>
	<u>1,447,205</u>	<u>1,494,497</u>	<u>1,289,098</u>
ANNUAL SURPLUS (DEFICIT)	<u>(85,822)</u>	818,273	176,212
ACCUMULATED SURPLUS, BEGINNING OF YEAR		<u>2,499,439</u>	<u>2,323,227</u>
ACCUMULATED SURPLUS, END OF YEAR (NOTE 5)		<u>3,317,712</u>	<u>2,499,439</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

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

	2022 Budget (Unaudited-Note 8) <u>\$</u>	2022 Actual <u>\$</u>	2021 Actual <u>\$</u>
ANNUAL SURPLUS (DEFICIT)	(85,822)	818,273	176,212
Amortization of tangible capital assets	44,805	44,805	40,731
Acquisition of tangible capital assets	-	(947,201)	(343,816)
Gain on sale of tangible capital assets	-	-	(4,000)
Proceeds on sale of tangible capital assets	-	-	4,000
Acquisition of prepaids	<u>-</u>	<u>21,139</u>	<u>(21,528)</u>
CHANGE IN NET FINANCIAL ASSETS	(41,017)	(62,984)	(148,401)
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>483,998</u>	<u>483,998</u>	<u>632,399</u>
NET FINANCIAL ASSETS, END OF YEAR	<u><u>442,981</u></u>	<u><u>421,014</u></u>	<u><u>483,998</u></u>

See accompanying notes to the financial statements.

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CATFISH CREEK CONSERVATION AUTHORITY

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

	2022	2021
	<u>\$</u>	<u>\$</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Surplus for the year	818,273	176,212
Items not affecting cash:		
Amortization of tangible capital assets	44,805	40,730
Contribution of tangible capital assets	(750,000)	-
Gain on disposal of tangible capital assets	-	(4,000)
Amortization of deferred capital contributions	(2,319)	(25,753)
	<u>110,759</u>	<u>187,189</u>
Change in non-cash working capital balances:		
Accounts receivable	16,789	10,769
Accounts payable and accrued liabilities	(46,021)	30,837
Deferred revenues - current	25,099	12,932
Prepays	<u>21,139</u>	<u>(21,528)</u>
	<u>127,765</u>	<u>220,199</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds on sale of investments	-	319,945
Purchase of investments	(7,208)	(321,031)
Capital funding received	<u>63,119</u>	<u>50,000</u>
	<u>55,911</u>	<u>48,914</u>
CASH FLOWS FROM CAPITAL ACTIVITIES		
Purchase of tangible capital assets	(197,201)	(343,815)
Proceeds on disposal of tangible capital assets	<u>-</u>	<u>4,000</u>
	<u>(197,201)</u>	<u>(339,815)</u>
NET CHANGE IN CASH DURING THE YEAR	(13,525)	(70,702)
CASH, BEGINNING OF YEAR	<u>693,036</u>	<u>763,738</u>
CASH, END OF YEAR	<u><u>679,511</u></u>	<u><u>693,036</u></u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2022**

PURPOSE OF THE ORGANIZATION

Catfish Creek Conservation Authority (the "organization") is established under the Conservation Authorities Act of Ontario to further the conservation, restoration, development and management of natural resources, other than gas, oil, coal and minerals, for the watershed within its jurisdiction. This jurisdiction includes areas in the City of St. Thomas, the Municipality of Central Elgin, the Town of Aylmer, the Township of South-West Oxford and the Township of Malahide. The organization is also a registered charity and as such is exempt from income taxes under paragraph 149(1)(f) of the Income Tax Act.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Accounting Estimates

The preparation of these financial statements in conformity with Canadian accounting standards for public sector entities requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the current period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known. There are no significant estimates.

Financial Instruments*Measurement of financial instruments*

The organization initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions.

The organization subsequently measures all its financial assets and financial liabilities at amortized cost, except for cash, which is measured at fair value. Changes in fair value are recognized in the statement of changes in net financial assets until they are realized, at which time they are recognized in surplus for the year.

Financial assets measured at amortized cost include short term investments and accounts receivable.

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CATFISH CREEK CONSERVATION AUTHORITY

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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Instruments (continued)

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities and deferred revenue.

Revenue Recognition

Revenue is recognized as follows:

- Municipal levy revenue is recognized in full once the Municipalities approve the levied amount.
- Campground rental revenue is recognized when the campsite is used. For seasonal campground rentals the revenue is recognized over the camping season to which it relates.
- Grant revenue and government transfers are recognized authorized or the eligibility criteria has been met.
- Donation and sponsorship revenue is recognized when received, unless for specified purpose.
- Funds received, including capital grants and donations for a specified purpose, are amortized and brought into revenue in which the corresponding expense is incurred.

Classification of Expenditures

Expenditures are reported in mandated programs, other programs, and corporate services, which follow the classifications designated by the Ministry of Natural Resources and Forestry for program grants. By following these guidelines, there will be consistency of reporting by the Conservation Authorities in Ontario. These are further explained as follows:

- Corporate services include those associated with head office functions other than technical staff and associated programs.
- Mandated program expenditures include program administration, water related projects along with associated programs such as flood forecasting, floodplain regulations, conservation services and enforcement, dam operation and maintenance.
- Other program expenditures include conservation and recreation land management, vehicle and equipment operations and related projects.

CATFISH CREEK CONSERVATION AUTHORITY

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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Tangible Capital Assets

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

Buildings	50 years
Dams	100 years
Bridges, boardwalks and other wood structures	30 years
Water services and wells	50 years
Equipment	30 years
Hydro services	50 years
Vehicles	8 years

Assets under construction are not amortized until the asset is available for productive use.

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as deferred revenue and amortized over their useful life of the asset.

Non-Financial Assets

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

Reserves

The organization sets up internal reserves for campground operations, capital replacement, legal and other items in order to ensure funds are available to finance shortfalls. These reserves are replenished from operating surplus as directed by the board of directors.

Contaminated Sites

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

CATFISH CREEK CONSERVATION AUTHORITY

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

2. SHORT TERM INVESTMENTS

	2022	2021
	<u>\$</u>	<u>\$</u>
GIC, 4.10%, matures on June 30, 2023	328,239	-
GIC, 0.35%, matures on June 30, 2022	<u>-</u>	<u>321,031</u>
	<u>328,239</u>	<u>321,031</u>

3. RESERVES

The organization has established a number of internal reserves in order to ensure that funds are available to support future activities. The following reserves have been established:

Operational Reserve

The purpose of the operational reserve is to use any accumulated funds for the payment of expenditures that are not covered by government funding.

Capital Acquisition Reserve

This fund has been established to support the acquisition of various tangible capital assets as they become due for replacement.

Special Programs Reserve

This fund has been established to support funds designated by donors for special conservation projects to be carried out in the watershed.

Land Acquisition Reserve

This fund has been established to support the acquisition of environmentally significant properties that would further the objectives of the organization.

Conservation Areas Development Reserve

This fund has been established to support the development of environmentally significant properties that would further the objectives of the organization.

The reserve fund transfers for the year are outlined in the Schedule of Internal Reserves on page 16 of the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

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

4. DEFERRED REVENUES

	2022	2021
	<u>\$</u>	<u>\$</u>
Camping deposits	147,026	115,847
Grant	8,722	14,802
Capital donations	<u>434,300</u>	<u>373,500</u>
	<u><u>590,048</u></u>	<u><u>504,149</u></u>

5. ACCUMULATED SURPLUS

The accumulated surplus balance consists of general fund, balances in reserves and investment in tangible capital assets and is made up as follows:

	2022	2021
	<u>\$</u>	<u>\$</u>
General fund	<u>(10,394)</u>	<u>(4,294)</u>
Reserves funds:		
Operational reserve	269,616	291,289
Capital acquisition reserve	109,070	117,970
Special programs reserve	251,130	225,823
Land acquisition reserve	85,757	85,757
Conservation areas development reserve	<u>197,849</u>	<u>74,874</u>
	<u>913,422</u>	<u>795,713</u>
Invested in tangible capital assets	<u>2,414,684</u>	<u>1,708,020</u>
	<u><u>3,317,712</u></u>	<u><u>2,499,439</u></u>

CATFISH CREEK CONSERVATION AUTHORITY

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

6. MUNICIPAL LEVIES

The municipalities that participate as members of CCCA and their corresponding financial levies are as follows:

	2022	2021
	<u>\$</u>	<u>\$</u>
Township of Malahide	160,163	165,559
Municipality of Central Elgin	103,488	96,553
Town of Aylmer	98,197	94,017
City of St. Thomas	22,962	21,379
Township of South-West Oxford	<u>14,212</u>	<u>13,744</u>
	<u>399,022</u>	<u>391,252</u>

The municipal levy for the Township of Malahide noted above includes a special levy of \$18,350 (2021 - \$28,315) related to the ice management program in Port Bruce.

7. SUPPLEMENTARY INFORMATION:

	2022	2021
	<u>\$</u>	<u>\$</u>
Current fund expenditures by object:		
Amortization	44,805	40,732
Insurance	52,844	51,838
Grants and stewardship	84,428	19,359
Other program expenditures	441,045	407,281
Salaries, wages and employee benefits	<u>871,375</u>	<u>769,888</u>
	<u>1,494,497</u>	<u>1,289,098</u>

CATFISH CREEK CONSERVATION AUTHORITY

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

8. BUDGETED AMOUNTS

The budget figures presented in these financial statements are based upon the 2022 budget approved by the board. Adjustments to budgeted values were required to provide comparative budget values based on the full accrual basis of accounting. The chart below reconciles the approved budget with the budget figures presented in these financial statements. Budget amounts are unaudited.

	Approved Budget <u>\$</u>	Adjustments <u>\$</u>	PSAB Budget <u>\$</u>
REVENUES			
Camping and day use	641,449	-	641,449
Municipal levies	393,312	-	393,312
Ontario and Federal works programs	37,000	-	37,000
Donations and sponsorships	42,380	-	42,380
Watershed stewardship - user fees and permits	40,800	-	40,800
Ministry of Natural Resource and Forestry Grants	41,215	-	41,215
Federal grants	131,905	-	131,905
Other provincial grants	30,322	-	30,322
Reserves	52,352	(52,352)	-
Interest	3,000	-	3,000
Prior year surplus	<u>8,665</u>	<u>(8,665)</u>	<u>-</u>
	<u>1,422,400</u>	<u>(61,017)</u>	<u>1,361,383</u>
EXPENDITURES			
Program expenditures			
- Mandated Programs	397,224	-	397,224
- Other	862,971	(20,000)	842,971
Corporate services	162,205	-	162,205
Amortization	<u>-</u>	<u>44,805</u>	<u>44,805</u>
	<u>1,422,400</u>	<u>24,805</u>	<u>1,447,205</u>
SURPLUS (DEFICIT) FOR THE YEAR	<u><u>-</u></u>	<u><u>(85,822)</u></u>	<u><u>(85,822)</u></u>

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2022**

9. FINANCIAL INSTRUMENT RISKRisks and Concentrations

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

Liquidity Risk

Liquidity risk is the risk that the organization will encounter difficulty in meeting obligations associated with financial liabilities. The organization is exposed to this risk mainly in respect of its accounts payable and accrued liabilities. Management does not feel this risk is significant as no financial liabilities of the organization were in default during the period and the organization was not subject to any covenants during the period.

Credit Risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The organization's main credit risk relates to its accounts receivable. Management does not feel this risk is significant.

It is management's opinion that the entity is not exposed to any significant market, interest rate, foreign currency or price risk.

There were no changes in the risk assessments from the previous year.

10. DONATED ASSETS AND SERVICES

Community members have volunteered their time and talents to the organization. Since these services are not normally purchased and because of the difficulty of determining their fair value, donated services are not recognized in these statements.

During the year, the organization received a non-cash donation of \$750,000 for land. This donation is included in the statement of operations in Donation revenue.

11. GROUP RRSP

The organization has established a Group RRSP plan for all regular full-time employees. Under the terms of the plan, the organization and the employee are required to make contributions equivalent to 5% of the employee's gross salary. The total cost of this plan for the year was approximately \$18,671 (2021 - \$21,900).

CATFISH CREEK CONSERVATION AUTHORITY**Notes to the Financial Statements
For The Year Ended December 31, 2022**

12. CANADIAN EMERGENCY WAGE SUBSIDY

During the prior year, the organization experienced a reduction in revenue that qualified the organization to recover a portion of its wages under the Canada Emergency Wage Subsidy (CEWS) program. In the prior year, the organization received \$98,442 from the CEWS program. These payments under the CEWS program were reported in the statement of operations as Ontario and Federal Works Programs. During 2022, the organization repaid the CEWS received.

13. COMPARATIVE FIGURES

Certain comparative figures presented in the financial statements have been reclassified to conform to the presentation adopted in the current year.

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Internal Reserves
For The Year Ended December 31, 2022**

	2022	2021
	<u>\$</u>	<u>\$</u>
<u>Operational Reserve</u>		
BALANCE, BEGINNING OF YEAR	291,289	229,248
Transfer from annual surplus	-	70,000
Transfer to annual surplus	<u>(21,673)</u>	<u>(7,959)</u>
BALANCE, END OF YEAR	<u>269,616</u>	<u>291,289</u>
<u>Capital Acquisition Reserve</u>		
BALANCE, BEGINNING OF YEAR	117,970	98,678
Transfer from annual surplus	-	50,000
Transfer to annual surplus	<u>(8,900)</u>	<u>(30,708)</u>
BALANCE, END OF YEAR	<u>109,070</u>	<u>117,970</u>
<u>Special Programs Reserve</u>		
BALANCE, BEGINNING OF YEAR	225,823	195,447
Transfer from annual surplus	25,306	43,763
Transfer to annual surplus	<u>-</u>	<u>(13,387)</u>
BALANCE, END OF YEAR	<u>251,129</u>	<u>225,823</u>
<u>Land Acquisition Reserve</u>		
BALANCE, BEGINNING OF YEAR	85,757	75,757
Transfer from annual surplus	-	10,000
Transfer to annual surplus	<u>-</u>	<u>-</u>
BALANCE, END OF YEAR	<u>85,757</u>	<u>85,757</u>
<u>Conservation Areas Development Reserve</u>		
BALANCE, BEGINNING OF YEAR	74,874	113,988
Transfer from annual surplus	122,975	50,000
Transfer to annual surplus	<u>-</u>	<u>(89,114)</u>
BALANCE, END OF YEAR	<u>197,849</u>	<u>74,874</u>

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Program Expenditures
For The Year Ended December 31, 2022**

	2022	2021
	<u>\$</u>	<u>\$</u>
Mandated Programs		
Flood forecast and warning	197,523	199,973
Conservation and management of lands	52,079	59,554
Administrating and enforcing the act	42,161	46,246
Infrastructure - Dam	20,478	14,100
Ice management	18,350	30,815
Water quality	13,835	2,388
Drought and low water response	13,069	22
Account reviews and plan review	7,099	-
Source protection	<u>2,026</u>	<u>3,745</u>
	<u>366,620</u>	<u>356,843</u>
Other Programs		
Springwater conservation area and maple syrup	577,102	587,796
Watershed stewardship	133,105	39,155
Development projects	15,625	28,915
Conservation information and education	11,292	43,054
Special projects	10,579	16,360
Vehicle	<u>10,373</u>	<u>(2,340)</u>
	<u>758,076</u>	<u>712,940</u>
Total Program Expenditures	<u><u>1,124,696</u></u>	<u><u>1,069,783</u></u>

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Tangible Capital Assets
For The Year Ended December 31, 2022**

ASSET TYPE	Cost Opening	Acquisitions	Disposals	Cost Ending	Accumulated Amortization Opening	Disposals	Amortization	Accumulated Amortization Ending	Net Book Value
<u>Infrastructure Related</u>									
Land	891,436	750,000	-	1,641,436	-	-	-	-	1,641,436
Buildings	856,481	10,483	-	866,964	315,179	-	16,001	331,180	535,784
Dams	216,100	-	-	216,100	107,934	-	2,161	110,095	106,005
Bridges, boardwalks and other wood structures	129,690	-	-	129,690	81,430	-	3,098	84,528	45,162
Water services and wells	78,926	-	-	78,926	36,418	-	1,578	37,996	40,930
Hydro services	44,510	20,000	-	64,510	7,565	-	1,090	8,655	55,855
	<u>2,217,143</u>	<u>780,483</u>	<u>-</u>	<u>2,997,626</u>	<u>548,526</u>	<u>-</u>	<u>23,928</u>	<u>572,454</u>	<u>2,425,172</u>
<u>General Capital</u>									
Equipment	105,842	32,636	-	138,478	56,886	-	3,465	60,351	78,127
Vehicles	214,871	-	-	214,871	150,924	-	17,412	168,336	46,535
	<u>320,713</u>	<u>32,636</u>	<u>-</u>	<u>353,349</u>	<u>207,810</u>	<u>-</u>	<u>20,877</u>	<u>228,687</u>	<u>124,662</u>
Work In Progress	212,393	134,082	-	346,475	-	-	-	-	346,475
Total Tangible Capital Assets	<u>2,750,249</u>	<u>947,201</u>	<u>-</u>	<u>3,697,450</u>	<u>756,336</u>	<u>-</u>	<u>44,805</u>	<u>801,141</u>	<u>2,896,309</u>

See accompanying notes to the financial statements.

CATFISH CREEK CONSERVATION AUTHORITY

**Schedule of Tangible Capital Assets
For The Year Ended December 31, 2021**

ASSET TYPE	Cost Opening	Acquisitions	Disposals	Cost Ending	Accumulated Amortization Opening	Disposals	Amortization	Accumulated Amortization Ending	Net Book Value
<u>Infrastructure Related</u>									
Land	891,436	-	-	891,436	-	-	-	-	891,436
Buildings	667,515	188,966	-	856,481	299,918	-	15,261	315,179	541,302
Dams	216,100	-	-	216,100	105,773	-	2,161	107,934	108,166
Bridges, boardwalks and other wood structures	129,690	-	-	129,690	78,332	-	3,098	81,430	48,260
Water services and wells	78,926	-	-	78,926	34,839	-	1,579	36,418	42,508
Hydro services	44,510	-	-	44,510	6,675	-	890	7,565	36,945
	<u>2,028,177</u>	<u>188,966</u>	<u>-</u>	<u>2,217,143</u>	<u>525,537</u>	<u>-</u>	<u>22,989</u>	<u>548,526</u>	<u>1,668,617</u>
<u>General Capital</u>									
Equipment	105,842	-	-	105,842	53,965	-	2,921	56,886	48,956
Vehicles	197,974	41,454	24,557	214,871	160,660	24,557	14,821	150,924	63,947
	<u>303,816</u>	<u>41,454</u>	<u>24,557</u>	<u>320,713</u>	<u>214,625</u>	<u>24,557</u>	<u>17,742</u>	<u>207,810</u>	<u>112,903</u>
Work In Progress	98,997	168,295	54,899	212,393	-	-	-	-	212,393
Total Tangible Capital Assets	<u>2,430,990</u>	<u>398,715</u>	<u>79,456</u>	<u>2,750,249</u>	<u>740,162</u>	<u>24,557</u>	<u>40,731</u>	<u>756,336</u>	<u>1,993,913</u>

See accompanying notes to the financial statements.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-26**

Being a By-law to adopt the 2023 Budget for the Corporation of the Township of Malahide

WHEREAS Section 290 of the Municipal Act, 2001, requires that a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality; and

WHEREAS the Council of The Corporation of the Township of Malahide met on March 14, 2023 to review the Amended 2023 Budget and has recommended that Council Approve the 2023 Budget as amended;

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

1. THAT the 2023 Budget as per Schedule 'A' attached hereto which incorporates estimates for revenues and expenditures be approved and adopted by the Council.
2. THAT Schedule 'A' attached hereto forms a part of this By-law.
3. THAT this By-law shall come into force and take effect on the final date of passing thereof.

READ a **FIRST** and **SECOND** time this 6th day of April, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams

TOWNSHIP OF MALAHIDE
SCHEDULE 'A' TO BY-LAW 23-26
2023 BUDGET

	Revenues	Expenditures
Property Taxes	8,331,001	0
Council	0	183,685
Administration	337,950	1,203,331
Other Revenues	1,724,400	0
Conservation	19,600	19,600
Planning	129,800	251,789
Building & Bylaw	319,574	384,574
Fire	110,000	919,290
Emergency Management	2,300	73,343
Police	0	1,053,000
Road Operations	812,920	4,466,718
Streetlights & Sidewalks	31,373	47,295
Waste Management	366,994	758,345
Drainage	23,872	163,960
Parks	2,200	90,445
Recreation	82,400	722,358
Cemeteries	0	48,410
Debt Servicing	0	318,099
Reserve Funding	848,967	2,549,322
Capital	3,927,300	3,927,300
Total	17,339,759	17,339,759

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY- LAW NO. 23-27**

Being a By-law to establish various User Fees and Rates.

WHEREAS pursuant to Sections 9, 11 and 391(1) of the Municipal Act, 2001, c. 25, as amended, a municipality may pass by- laws imposing fees or charges on persons for services and activities provided or done by or on behalf of it and for the use of its property including property under its control;

AND WHEREAS pursuant to Section 69 of the Planning Act, R.S. O. 1990, c. P. 13, as amended, a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it desirable to update certain fees and charges charged from time to time and establish others;

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

1. THAT the fees, rates, and charges as set out in Schedule "A" to this By-law be and the same are hereby established.
2. THAT the fees, rates, and charges listed in Schedule "A" to this By-law will be subject to federal and/or provincial taxes, where applicable.
3. THAT the payment of any fee or charge in this By-law shall be in Canadian currency.
4. THAT no request by any person for any information, service, activity, or use as set out in Schedule " A" to this By-law will be processed or provided until the person requesting the information, service, activity, or use has paid the applicable fee in the prescribed amount.
5. THAT interest be added to rates, fees, and charges, including any collection costs that are due and unpaid after 30 days at the rate of 2% per month.
6. THAT the Chief Administrative Officer or Treasurer, is hereby authorized in his or her discretion to waive, reduce, or otherwise vary the fee or charge for the item concerned as set out in Schedule "A" to this By-law.
7. THAT Schedule "A" to this By-law shall be deemed to be an integral part of this By-law.
8. THAT this By-law shall be known as the "User Fee By-law".
9. THAT should any part of this By-law, including any part of Schedule " A" be determined by a Court of competent jurisdiction to be invalid or of no force and effect,

it is the stated intention of the Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of Schedule "A", as applicable, shall continue to operate and to be in force and effect.

10. THAT By-law No. 21-07 be and the same is hereby repealed in its entirety effective the date that this By-law comes into force and effect.

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

READ a FIRST and SECOND time this 6th day of April, 2023.

READ a THIRD time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams

SCHEDULE A**USER FEE SCHEDULE****CLERK'S & CORPORATE SERVICES****SECTION 1: Licences**

Items are exempt from HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Lottery Licences	Minimum fee of \$5.00 or 3% of prize value	Minimum fee of \$5.00 or 3% of prize value	Minimum fee of \$5.00 or 3% of prize value	Minimum fee of \$5.00 or 3% of prize value
Solar Farm Licence (CPI 2013 = 122.8)	2020 is year 7 - \$5,000.00 annually, to be increased by CPI in years 6, 11, 16 as per agreement (see By-law No. 13-41)	2021 is year 8 - \$5,000.00 annually, to be increased by CPI in years 6, 11, 16 as per agreement (see By-law No. 13-41)	2022 is year 9 - \$5,000.00 annually, to be increased by CPI in years 6, 11, 16 as per agreement (see By-law No. 13-41)	2023 is year 9 - \$5,000.00 annually, to be increased by CPI in years 6, 11, 16 as per agreement (see By-law No. 13-41)

SECTION 2: Vital Statistics, Freedom of Information & Commissioner of Oaths

All items are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Burial Permit Fee (non-residents only)	\$15.00	\$15.00	\$15.00	\$15.00
Document Certification/ Commissioner of Oaths (HST included)	\$10.00	\$10.00	\$10.00	\$15.00 (resident) / \$25.00 (non- resident)
Meeting Investigation Fee (HST exempt)	\$25.00 (refundable if deemed valid issue)	\$25.00 (refundable if deemed valid issue)	\$25.00 (refundable if deemed valid issue)	\$25.00 (refundable if deemed valid issue)
MFIPPA (no HST on initial \$5.00; HST on all other costs/charges)	\$5.00 per request plus cost of copies, staff time and shipping fees	\$5.00 per request plus cost of copies, staff time and shipping fees	\$5.00 per request plus cost of copies, staff time and shipping fees	\$5.00 per request plus cost of copies, staff time and shipping fees

SECTION 3: Mapping and General

All items in this section are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
GIS Property Map including the property (MPAC) parcels and Road Network only	\$10.00 per 8.5"x11" page \$8.00 per pdf document	\$10.00 per 8.5"x11" page \$8.00 per pdf document	\$10.00 per 8.5"x11" page \$8.00 per pdf document	\$10.00 per 8.5"x11" page \$8.00 per pdf document
GIS Mapping - each additional pre-existing layer	\$2.00 per layer	\$2.00 per layer	\$2.00 per layer	\$2.00 per layer
GIS Custom Map including mark ups	\$40.00 minimum fee for up to ½ hour GIS Technician's time. Thereafter \$15.00 for minimum of 15 minute intervals. Hard copy of map is extra.	\$40.00 minimum fee for up to ½ hour GIS Technician's time. Thereafter \$15.00 for minimum of 15 minute intervals. Hard copy of map is extra.	\$40.00 minimum fee for up to ½ hour GIS Technician's time. Thereafter \$15.00 for minimum of 15 minute intervals. Hard copy of map is extra.	\$40.00 minimum fee for up to ½ hour GIS Technician's time. Thereafter \$15.00 for minimum of 15 minute intervals. Hard copy of map is extra.
County Road Map	Full cost recovery	Full cost recovery	Full cost recovery	Full cost recovery
Municipal Map	\$1.50	\$1.50	\$1.50	\$1.50
Official Plan Document	\$75.00	\$75.00	\$75.00	\$75.00
Zoning by-law Document	\$75.00	\$75.00	\$75.00	\$75.00
Photocopying/computer print out –black/white	\$.75/page	\$.75/page	\$.75/page	\$.75/page
Photocopying/computer print out – colour copies	\$1.50/page	\$1.50/page	\$1.50/page	\$1.50/page
Fax	\$1.00/page	\$1.00/page	\$1.00/page	\$1.00/page
Township Pin or Spoon	\$2.00	\$2.00	\$2.00	\$2.00
Township Flag	Full cost recovery	Full cost recovery	Full cost recovery	Full cost recovery

**DEVELOPMENT SERVICES DEPARTMENT
SECTION 1: Planning Fees**

The following are Planning Application Deposits used towards the actual costs which shall be incurred by the Township during the review and approval process. The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal staff time and associated costs. Planning deposits and fees are exempt from HST.

ITEM	2020 DEPOSIT	2021 DEPOSIT	2022 DEPOSIT	CURRENT DEPOSIT
Official Plan Amendment Application	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Defence of Ontario Municipal Board Appeals	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Minor Variance Applications	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Site Plan Agreement Application	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Temporary Use By-law Applications	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Temporary Use By-law Renewal Application	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Plan of Subdivision Application	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Plan of Condominium Application	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Zoning By-law Application	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Development Agreement Fee	\$570.00	\$580.00	\$590.00	\$590.00
Site Evaluation Fee including Private Septic System Verification Fee – required on all severances to confirm the septic system is confined entirely within the property boundaries and conforms to all property line setbacks.	\$160.00	\$165.00	\$170.00	\$170.00
Percolation Test	\$245.00	\$250.00	\$255.00	\$255.00
Ontario Power Authority Review and Response for Feed-In-Tariff (FIT) Applications	\$165.00	\$170.00	\$175.00	\$175.00
Fence Viewing Deposit	\$ 260.00	\$ 270.00	\$ 280.00	\$ 280.00
Fence Viewer Fee – to be deducted from the Fence Viewing Deposit	\$50.00 for each of the 3 Viewers, mileage paid and \$90.00 Administration Fee	\$50.00 for each of the 3 Viewers, mileage paid and \$90.00 Administration Fee	\$50.00 for each of the 3 Viewers, mileage paid and \$90.00 Administration Fee	\$50.00 for each of the 3 Viewers, mileage paid and \$90.00 Administration Fee

SECTION 2: Municipal By-law Enforcement Fees

Items in this section are exempt from HST.

A surcharge of \$33.00 is applicable for all licence fees paid after March 31st
Effective 2021, permanent (lifetime) dog tags will be issued. Fees will be payable every year.

DOG LICENCES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
- first dog	\$34.50	\$34.50	\$35.20	\$17.60
- second dog	\$39.50	\$39.50	\$40.30	\$20.15
- third dog	\$59.50	\$59.50	\$60.70	\$30.35
- kennel licence	\$142.00	\$142.00	\$145.00	\$72.50
- replacement tag	\$5.00	\$5.00	\$5.00	\$5.00
- dangerous dog	\$212.00	\$212.00	\$216.30	\$108.15
- guide dog & service dog	\$0.00	\$0.00	\$0.00	\$0.00

FACILITY SERVICES DEPARTMENT

SECTION 1: Community Building Fees

Unless otherwise noted, Community Building Fees are subject to a 5% Capital Replacement Surcharge.

All items in this section, with the exception of the Damage Deposit, are subject to HST.

MALAHIDE COMMUNITY PLACE	2020 FEE BEFORE 5% SURCHARGE	2021 FEE BEFORE 5% SURCHARGE	2022 FEE BEFORE 5% SURCHARGE	CURRENT FEE BEFORE 5% SURCHARGE
Licensed Event – Community Room A, any day of the week	\$63.34/day	\$63.34/day	\$64.92/day	\$64.92/day
Licensed Event – Community Room B or C, Friday or Saturday	\$316.77/day	\$316.77/day	\$324.68/day	\$324.68/day
Licensed Event – Community Room B or C, Sunday to Thursday	\$260.87/day	\$260.87/day	\$267.39/day	\$267.39/day
Licensed Event – Community Rooms B & C, Friday or Saturday	\$443.70/day	\$443.70/day	\$454.79/day	\$454.79/day
Licensed Event – Community Rooms B & C, Sunday to Thursday	\$380.38/day	\$380.38/day	\$389.88/day	\$389.88/day
Licensed Event – Community Rooms A,B & C, Friday or Saturday	\$507.00/day	\$507.00/day	\$519.67/day	\$519.67/day
Licensed Event – Community Rooms A,B & C, Sunday to Thursday	\$443.70/day	\$443.70/day	\$454.79/day	\$454.79/day
Licensed Hourly – Community Room B or C	\$57.04/day	\$57.04/day	\$58.46/day	\$58.46/day
Licensed Hourly – Community Rooms A & B	\$69.09/day	\$69.09/day	\$70.81/day	\$70.81/day

MALAHIDE COMMUNITY PLACE	2020 FEE BEFORE 5% SURCHARGE	2021 FEE BEFORE 5% SURCHARGE	2022 FEE BEFORE 5% SURCHARGE	CURRENT FEE BEFORE 5% SURCHARGE
Licensed Hourly – Community Rooms B & C	\$75.97/day	\$75.97/day	\$77.87/day	\$77.87/day
Licensed Hourly – Community Rooms A, B & C	\$90.79/hour	\$90.79/hour	\$93.06/day	\$93.06/day
Recurring Program – Community Room A	\$19.03/hour	\$19.03/hour	\$19.51/day	\$19.51/day
Recurring Program – Community Room B or C	\$31.66/hour	\$31.66/hour	\$32.45/day	\$32.45/day
Meetings - Meeting Room	\$31.66/three hour meeting	\$31.66/three hour meeting	\$32.39/three hour meeting	\$32.39/three hour meeting
Meetings – Community Room A	\$47.72/three hour meeting	\$47.72/three hour meeting	\$48.91/three hour meeting	\$48.91/three hour meeting
Unlicensed Event – Community Room A	\$31.66/hour	\$31.66/hour	\$32.45/hour	\$32.45/hour
Unlicensed Event – Community Room B or C	\$50.71/hour	\$50.71/hour	\$51.98/hour	\$51.98/hour
Unlicensed Event – Community Rooms A & B	\$57.04/hour	\$57.04/hour	\$58.47/hour	\$58.47/hour
Unlicensed Event – Community Rooms B & C	\$69.09/day	\$69.09/day	\$70.82/hour	\$70.82/hour
Unlicensed Event – Community Rooms A,B & C	\$80.91/hour	\$80.91/hour	\$82.93/hour	\$82.93/hour
Kitchen Rental – with full-day hall rental	\$104.52/event	\$104.52/event	\$107.13/event	\$107.13/event
Kitchen Rental – stand alone event	\$14.70/hour	\$14.70/hour	\$15.06/hour	\$15.06/hour
Portable Bar, Fridge and Ice Caddy	\$28.99 per event	\$28.99 per event	\$29.71 per event	\$29.71 per event
Bagged Ice	\$2.80/bag (surcharge exempt)	\$2.80/bag (surcharge exempt)	\$2.80/bag (surcharge exempt)	\$2.80/bag (surcharge exempt)
Storage Room Rental	\$55.18/day	\$55.18/day	\$55.18/day	\$55.18/day

MALAHIDE COMMUNITY PLACE	2020 FEE BEFORE 5% SURCHARGE	2021 FEE BEFORE 5% SURCHARGE	2022 FEE BEFORE 5% SURCHARGE	CURRENT FEE BEFORE 5% SURCHARGE
Ball Diamond Rental – Youth Game Rate Non-Competitive (Rec) League	\$19.50/two hour game	\$19.50/two hour game	\$19.98/two hour game	\$19.98/two hour game
Ball Diamond Rental – Youth Game Rate Competitive League	\$24.70/two hour game	\$24.70/two hour game	\$25.31/two hour game	\$25.31/two hour game
Ball Diamond Rental – Adult Game Rate	\$35.75/two hour game	\$35.75/two hour game	\$36.64/two hour game	\$36.64/two hour game
Youth Ball Tournament with access to both diamonds	\$73.53/day	\$73.53/day	\$75.37/day	\$75.37/day
Adult Ball Tournament with access to both diamonds	\$138.53/day	\$138.53/day	\$141.99/day	\$141.99/day
Relining Diamonds for Adults	\$17.00	\$17.00	\$19.00	\$19.00
Relining Diamonds for Youth	\$12.00	\$12.00	\$14.00	\$14.00
Ball Diamond Lights	\$13.00/game	\$13.00/game	\$13.50/game	\$13.50/game
Gary Barat Pavilion	\$28.99/event	\$28.99/event	\$29.75/event	\$29.75/event
Ball Diamond Advertising Signage - full fence section (surcharge exempt)	\$425.00 per year for each of year 1, 2 & 3	\$425.00 per year for each of year 1, 2 & 3	\$425.00 per year for each of year 1, 2 & 3	\$425.00 per year for each of year 1, 2 & 3
Ball Diamond Advertising Signage - partial fence section (surcharge exempt)	\$260.00 per year for each of year 1, 2 & 3	\$260.00 per year for each of year 1, 2 & 3	\$260.00 per year for each of year 1, 2 & 3	\$260.00 per year for each of year 1, 2 & 3

SOUTH DORCHESTER COMMUNITY HALL ITEM	2020 FEE BEFORE 5% SURCHARGE	2021 FEE BEFORE 5% SURCHARGE	2022 FEE BEFORE 5% SURCHARGE	CURRENT FEE BEFORE 5% SURCHARGE
Licensed Event – Community Room, Friday or Saturday	\$158.97	\$158.97	\$162.95	\$162.95
Licensed Event – Community Room, Sunday to Thursday	\$120.40/day	\$120.40/day	\$123.41/day	\$123.41/day
Recurring Program – Community Room	\$19.03/hour	\$19.03/hour	\$19.51/hour	\$19.51/hour
Meeting – Community Room	\$47.73/three hour meeting	\$47.73/three hour meeting	\$48.92/three hour meeting	\$48.92/three hour meeting
Unlicensed Event – Community Room	\$28.99/hour	\$28.99/hour	\$29.72/hour	\$29.72/hour
Kitchen Rental	\$58.09/event	\$58.09/event	\$59.54/event	\$59.54/event
Kitchen Rental – stand alone event	\$10.50/hour	\$10.50/hour	\$11.00/hour	\$11.00/hour

ITEMS COMMON TO BOTH MALAHIDE COMMUNITY PLACE & SOUTH DORCHESTER COMMUNITY HALL	2020 FEE BEFORE 5% SURCHARGE	2021 FEE BEFORE 5% SURCHARGE	2022 FEE BEFORE 5% SURCHARGE	CURRENT FEE BEFORE 5% SURCHARGE
Staff Overtime before 8 am or after 2 am	\$34.66/hour/staff person	\$34.66/hour/staff person	\$35.53/hour/staff person	\$35.53/hour/staff person
Facility Set-up, day prior to booking	\$34.66/hour	\$34.66/hour	\$35.53/hour	\$35.53/hour
Green Space Event Rental for up to 4 hours	\$28.99/4 hour	\$28.99/4 hour	\$29.72/4 hour	\$29.72/4 hour
Parking Lot Event Rental	\$28.99/4 hour	\$28.99/4 hour	\$29.72/4 hour	\$29.72/4 hour
Place Setting	\$0.95	\$0.95	\$1.00	\$1.00
Damage Deposit (surcharge exempt)	\$250.00	\$250.00	\$250.00	\$250.00

SECTION 2: Cemeteries

All items in this section are subject to HST.

INTERMENT RIGHTS FEES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Regular Lot - 4' x 10' – permits 1 full burial and 1 cremated remains OR up to 3 cremated remains only	\$ 750.00	\$ 800.00	\$ 800.00	\$ 800.00
Regular Lot – Care & Maintenance Fee	\$ 300.00	\$ 320.00	\$ 320.00	\$ 320.00

INTERMENT FEES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Adult	\$ 725.00	\$ 725.00	\$ 750.00	\$ 900.00
Child	\$ 500.00	\$ 500.00	\$ 525.00	\$ 600.00
Cremated Remains	\$ 400.00	\$ 400.00	\$ 425.00	\$ 425.00
2 Cremated Remains at the same time	\$ 650.00	\$ 650.00	\$ 675.00	\$ 675.00
1 full burial and 1 Cremated remains at the same time	\$ 950.00	\$ 950.00	\$ 975.00	\$ 975.00
Saturday Interment Surcharge	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00
Weekday Interment after 4:00 p.m. Surcharge	\$ 150.00	\$ 150.00	\$ 175.00	\$ 175.00

DISINTERMENT FEES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Full Burial	\$ 1,000.00	\$ 1,000.00	\$ 1050.00	\$ 1050.00
Cremated Remains	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00

MONUMENT/MARKER CARE & MAINTENANCE FEES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Flat Marker	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Monument	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Large Monument	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00

OTHER FEES	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Lots Purchased Prior to 1955 - per lot - Fee required at time of resale/transfer or interment as applicable. Fee will be deposited into the Care and Maintenance Fund.	\$ 300.00	\$ 300.00	\$ 320.00	\$ 320.00
Administration Fee for the Resale/Transfer of Lots - per resale/transfer of lot	\$ 105.00	\$ 105.00	\$ 120.00	\$ 120.00
Genealogical Requests	Photocopying charges as stated under Corporate Services within this By-law	Photocopying charges as stated under Corporate Services within this By-law	Photocopying charges as stated under Corporate Services within this By-law	Photocopying charges as stated under Corporate Services within this By-law

FINANCE DEPARTMENT

Items in this section marked with an * are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Tax Certificate New property owners will receive a duplicate copy of the tax bill and statement of tax account history.	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance.	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance.	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$60.00
Zoning Certificate *	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$60.00 less a \$10.00 early payment discount for requests received 5 working days in advance
Engineer's Report including utility arrears *	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance
Proof of Septic Certificate *	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance	\$65.00 less a \$10.00 early payment discount for requests received 5 working days in advance
NSF cheque or returned payment	\$30.00	\$30.00	\$30.00	\$40.00
Tax Bill Reprint, Tax or Water Account History Print, or duplicate receipt, Statement of Tax Account (HST included)	\$10.00 each	\$10.00 each	\$10.00 each	\$0

Transfer to Taxes *	\$25.00 administration fee for all water or waste water accounts left unpaid after the second consecutive billing to be transferred to the corresponding tax account.	\$25.00 administration fee for all water or waste water accounts left unpaid after the second consecutive billing to be transferred to the corresponding tax account.	\$25.00 administration fee for all water or waste water accounts left unpaid after the second consecutive billing to be transferred to the corresponding tax account.	\$25.00 administration fee for all water or waste water accounts left unpaid after the second consecutive billing to be transferred to the corresponding tax account.
Tax Sale Registration Process	Full cost recovery	Full cost recovery	Full cost recovery	Full cost recovery
Account Collection Fee, when sent to Collection Agency *	\$65.00	\$65.00	\$65.00	\$0
Delivery Fee, when send correspondence by Registered Mail *	\$9.00	\$9.00	\$9.00	\$9.75 + postage
Penalty on Accounts Receivable 30 days in arrears	2% on the first day of each month	2% on the first day of each month	2% on the first day of each month	2% on the first day of each month
US Exchange Administration Fee *	\$10.00	\$10.00	\$10.00	\$10.00

EMERGENCY SERVICES

All items in this section are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Civic Addressing Sign & Post installed-1 only	\$ 127.50	\$ 127.50	\$ 130.00	\$ 130.00
Civic Addressing Sign & Post installed – 2 nd & subsequent	\$ 92.50	\$ 92.50	\$ 95.00	\$ 95.00
Civic Addressing Sign – replacement only	\$ 45.00	\$ 45.00	\$ 46.00	\$ 46.00
Civic Addressing Post – replacement only	\$ 25.50	\$ 25.50	\$ 26.00	\$ 26.00
Civic Addressing Sign & Post only	\$ 70.50	\$ 70.50	\$ 72.00	\$ 72.00

DRAINAGE DEPARTMENT

All items in this section are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Municipal Drainage Reports Assessment Split Deposits	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00 per split
Tile Drain Loan Processing Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Livestock Valuation Fee - \$50.00 for each report + mileage	\$50.00 per report + mileage	\$50.00 per report + mileage	\$50.00 per report + mileage	\$100.00 per report + mileage

WASTE MANAGEMENT DEPARTMENT

Items in this section marked with an * are subject to HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Waste Management Fee <u>NOTE</u> : The waste management fee entitles each eligible unit/property to the annual allotment of tags decided by Council	\$40.00 annual fee for each assessed unit/property to be billed through annual tax assessment	\$45.00 annual fee for each assessed unit/property to be billed through annual tax assessment	\$50.00 annual fee for each assessed unit/property to be billed through annual tax assessment	\$50.00 annual fee for each assessed unit/property to be billed through annual tax assessment
Bag Tag	\$1.50 each tag	\$1.50 each tag	\$1.50 each tag	\$1.50 each tag
Blue Box Replacement *	\$7.00	\$7.00	\$7.00	\$11.00
Composters *	\$35.00	\$35.00	\$35.00	\$46.75
Processing illegally dumped garbage which is recovered by Municipal Staff and where the offender can be identified. *	\$100.00 or the total cost of the clean-up, whichever is greater.	\$100.00 or the total cost of the clean-up, whichever is greater	\$100.00 or the total cost of the clean-up, whichever is greater	\$100.00 or the total cost of the clean-up, whichever is greater

ROADS DEPARTMENT

All items in this section are exempt from HST.

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Entrance/Encroachment Permit-Twp Road	\$165.00	\$165.00	\$165.00	\$200.00
Rural Entrance Permit Deposit-Twp Road The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$1,000.00 min. based on estimated restoration and installation costs	\$1,000.00 min. based on estimated restoration and installation costs	\$1,000.00 min. based on estimated restoration and installation costs	\$1,000.00 min. based on estimated restoration and installation costs
Urban Entrance Permit Deposit-Twp Road (RE: curb/sidewalk damage) The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$1,500.00 min. based on estimated restoration and installation costs	\$1,500.00 min. based on estimated restoration and installation costs	\$1,500.00 min. based on estimated restoration and installation costs	\$1,500.00 min. based on estimated restoration and installation costs
Permit to Hard Surface Entrance – Twp Road	\$0	\$0	\$0	\$0
Driveway Culvert Installation Deposit deposit. The applicant will be invoiced for the difference between the actual Township cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$2,400.00 min. based on estimated installation costs	\$2,400.00 min. based on estimated installation costs	\$2,400.00 min. based on estimated installation costs	\$2,400.00 min. based on estimated installation costs
Road Occupancy Permit Deposit (RE: boring, open cuts to install e.g. private drains, water services). The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$1,400.00 min. based on estimated installation costs	\$1,400.00 min based on estimated installation costs	\$1,400.00 min based on estimated installation costs	\$1,400.00 min based on estimated installation costs
Moving Permit-Twp Road	\$210.00	\$210.00	\$210.00	\$210.00

ITEM	2020 FEE	2021 FEE	2022 FEE	CURRENT FEE
Moving Permit Deposit-Twp Road The applicant will be invoiced for the difference between the actual cost incurred and the deposit. If the deposit exceeds the actual costs, a refund will be made. Full cost recovery shall be based on municipal time and associated costs.	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 23-30

Being a By-law to authorize the execution of an Agreement with Da-Lee Dust Control Ltd. for the supply and apply Dust Control.

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 Da-Lee Dust Control Ltd. for the supply and placement of road granular;

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 Da-Lee Dust Control Ltd. for the supply and apply Dust Control 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 6th day of April, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams

TOWNSHIP OF MALAHIDE AGREEMENT

THIS AGREEMENT made in quadruplicate this ____th day of _____ in the year 2023.
B E T W E E N:

DA-LEE DUST CONTROL LTD.
herein called the "Contractor"
and

CORPORATION OF THE TOWNSHIP OF MALAHIDE
herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter indicated undertake and agree as follows:

ARTICLE 1:

The following documents are to be read herewith and form part of this Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied therein and are referred to herein as the "Contract Documents".

1. **Form of Tender**
2. **Special Provisions - General**
3. **O.P.S. General Conditions of Contract**
4. **O.P.S. Volumes 1, 2 & 3**

ARTICLE 2:

The Contractor undertakes and agrees:

- a) To provide all materials, except as otherwise specified, and perform all work shown on the map and described in the Contract Documents entitled: **Tender 2022-09, DUST CONTROL** and,
- b) To do and fulfill everything indicated by this Agreement and the Contract Documents, and
- c) To complete substantially all the work as specified in the Contract Documents and as identified in Article 1.

ARTICLE 3:

The Owners undertake and agree:

- a) To pay the Contractor in current funds for the performance of the **Tender 2022-09 DUST CONTROL, five hundred and fourteen dollars and eight cents (\$514.08) per flake tonne excluding HST, plus a fuel surcharge tied to the two-week trailing diesel rack rate for 35% Calcium Chloride as specified in the tender documents**, subject to additions and deductions as provided in the tender documents.
- b) To make payments on account thereof (when the Director is satisfied that payments due to Sub-contractors have been made), as follows: on or before the thirtieth day of each month 100 percent of the value, proportionate to the amount of "Contract", of the value of work at the first day of the month as estimated by the Contractor, and

approved by the Owner, less the amount of previous payments less any amount required statutory holdback. Final payment upon completion of the work shall be made in compliance with the Contract Documents.

- c) If on account of climate or other conditions reasonable beyond the Contractor's control, there are items of work that cannot be readily completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold sufficient and reasonable sum until the uncompleted work is finished.

ARTICLE 4:

The Contractor and the Owners for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract Documents, and that this Agreement with the Contract Documents constitute the Contract and the following is an exact enumeration of the Specifications and Drawings:

- a) **Special Provisions – General**
- b) **Specifications**
- c) **Form of Tender**
- d) **OPS General Conditions**

ARTICLE 5:

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by registered mail to the Contractor at **350 Jones Road, Stoney Creek, ON L8E 5N2** to the Owner at **87 John St. S Aylmer, Ontario N5H 2C3** will be considered as having been so given at the time of the deposit thereof in the Post Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

) Corporation of the Township of Malahide

) _____ SEAL

) DA-LEE DUST CONTROL LTD.

) _____ SEAL

) _____

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-32**

Being a By-law to authorize the execution of an Agreement with Van Bree Drainage & Bulldozing Ltd. for the Highway 3 Watermain Replacement Project.

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 Van Bree Drainage & Bulldozing Ltd. for the Highway 3 Watermain Replacement Project;

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 for the Highway 3 Watermain Replacement Project 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 6th day of April, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor – D. Giguère

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 23-19

Being a By-law to appoint Building Officials under the Building Code Act for the Township of Malahide.

WHEREAS: pursuant to Section 3(2) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, the Council shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of this Act;

AND WHEREAS it is deemed necessary to appoint Deputy Chief Building Officials for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act within the Corporation of Township of Malahide;

NOW THEREFORE be it enacted by the Council of the Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT pursuant to the Building Code Act, Gerald Moore, Barbara Mocny, Devon Staley, Grant Schwartzentruber, and Andy Lamer be and is/are hereby appointed as Building Official(s) under the Building Code Act for the Corporation of the Township of Malahide for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act.
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 By-law 21-10 be repealed in its entirety and replaced with By-law 23-19.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 6th day of April, 2023.

READ a THIRD time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-31**

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 April 6, 2023, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 6th day of April, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 6th day of April, 2023.

Mayor, D. Giguère

Clerk, A. Adams