



The Corporation of the Township of Malahide

A G E N D A

March 2, 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 6-12)**
- (D) Presentations/Delegations/Petitions
 - Meeting to Consider – Sparta Line Municipal Drain No. 1, relating to parts of Lot 8 and 9, Concession 3, Township of Malahide **RES 2-4 (Pages 13-14)**
 - Meeting to Consider – Sparta Line Municipal Drain No. 2, relating to parts of Lot 8, Concession 3, Township of Malahide **RES 5-7 (Pages 15-16)**
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - (ii) Director of Finance/Treasurer
 - Applications for Assessment Adjustments under Section 357 & 358 of the Municipal Act, 2001 **RES 8 (Pages 17-19)**

- (iv) Clerk
- (v) Building/Planning/By-law
 - Site Plan Control Activity Report **RES 9 (Pages 20-23)**
 - Procedural Policy for Planning Notices Received from Other Municipalities **RES 10 (Pages 24-25)**
- (vi) CAO
 - Follow-Up Report: Proposed Revised Redistribution of Federal Electoral Districts **RES 11 (Pages 26-31)**

(F) Reports of Committees/Outside Boards

- (i) Elgin Group Police Services Board **RES 12 (Pages 32-54)**
 - Budget Letter
 - 2022 Elgin County OPP Annual Report
 - Letter to Honourable David Lametti and the Honourable Marco Mendicino regarding bail reform
- (ii) East Elgin Community Complex Board of Management–Minutes of February 21, 2023 **RES 12 (Pages 55-60)**
- (iii) East Elgin Community Complex Governance Review Committee Appointments **RES 13 (Pages 61-64)**

(G) Correspondence **RES 14**

1. Association of Municipalities of Ontario - Watch File – dated February 16, 2023, and February 23, 2023. **(Pages 2-9)**
2. Municipality of Shuniah – Resolution opposing Bill 3. **(Pages 10-12)**
3. Niagara Region - Motion Respecting Declarations of Emergency for Homelessness, Mental Health and Opioid Addiction. **(Pages 13-16)**
4. Ministry of Natural Resources and Forestry -Correspondence received proposing amendments to Ontario Regulation 161/17 under *the Public Lands Act* regarding the use of floating accommodations and camping on water over public lands in Ontario. **(Pages 17-18)**
5. Elgin Area Primary Water Supply System - Agenda & Meeting Package for March 2, 2023. **(Page 19)**
6. City of Port Colborne – Support of the Corporation of the County of Huron regarding Call to Action: Review of the Cannabis Act. **(Pages 20-34)**
7. Municipality of Central Elgin – Planning Application **(Page 35)**
 - Notice of Information Report – Proposed Zoning By-law Amendment Talbot Line Employment

(H) Other Business

(I) By-laws

(i) By-law No. 23-15 – Appoint members to various Boards/Committees as representatives of the Municipal Council **RES 15 (Pages 65-66)**

(ii) By-law No. 23-14 - Grant Agreement with Federation of Canadian Municipalities for the Municipal Asset Management Program **RES 16 (Pages 67-97)**

(J) Closed **RES 17-18**

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

(K) Confirmatory By-law **RES 19 (Page 98)**

(L) Adjournment **RES 20**

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

1. THAT the minutes of the regular meeting of the Council held on February 16, 2023 be adopted as printed and circulated.

2. THAT the Engineer's Report for the Sparta Line Drain No. 1 be accepted;

AND THAT By-law No. 23-12 being a by-law to provide for the Sparta Line Drain No. 1 drainage works be read a first and second time and provisionally adopted.

3. THAT the Court of Revision for the Sparta Line Drain No. 1 be scheduled to be held on April 6, 2023, at 7:30 p.m.

4. THAT the tenders for the construction of the Sparta Line Drain No. 1 be requested for March 30, 2023 at 11:00 a.m.

5. THAT the Engineer's Report for the Sparta Line Drain No. 2 be accepted;

AND THAT By-law No. 23-13 being a by-law to provide for the Sparta Line Drain No. 1 drainage works be read a first and second time and provisionally adopted.

6. THAT the Court of Revision for the Sparta Line Drain No. 2 be scheduled to be held on April 6, 2023, at 7:30 p.m.

7. THAT the tenders for the construction of the Sparta Line Drain No. 2 be requested for March 30, 2023 at 11:00 a.m.

8. THAT Report No. FIN-23-02 titled "Applications for Assessment Adjustments under Section 357 & 358 of the Municipal Act, 2001" be received;

AND THAT, pursuant to Section 357 (a) and (d) of the *Municipal Act, 2001*, the Township's Treasurer be authorized to amend the Township's tax collection roll for the amount of \$7,782.75.

9. THAT Report No. DS-23-07 entitled "Site Plan Control Activity Report" be received.

10. THAT Report No. DS-23-08 entitled "Procedural Policy for Planning Notices Received from Other Municipalities" be received;

AND THAT Council direct Administration to finalize and implement a procedural policy as provided.

11. THAT Report No. CAO-23-03 entitled "Follow-Up Report: Proposed Revised Redistribution of Federal Electoral Districts" be received;

AND THAT the Mayor be directed to provide a Letter of Support to Malahide's Member of Parliament, Karen Vecchio, for the Federal Electoral Boundaries Commission for the Province of Ontario proposal of a unified Elgin County and City of St. Thomas, represented by one federal electoral district.

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

(i) Elgin Group Police Services Board Correspondence

(ii) East Elgin Community Complex Board of Management—Minutes of February 21, 2023

13. THAT the Council of the Township of Malahide receive the EECC Board letter regarding the EECC Governance Review Committee Appointments

AND THAT the Council of the Township of Malahide appoint _____ and _____ to serve on the EECC Governance Review Committee.

14. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated February 16, 2023, and February 23, 2023. **(Pages 2-9)**
2. Municipality of Shuniah – Resolution opposing Bill 3. **(Pages 10-12)**
3. Niagara Region - Motion Respecting Declarations of Emergency for Homelessness, Mental Health and Opioid Addiction. **(Pages 13-16)**
4. Ministry of Natural Resources and Forestry -Correspondence received proposing amendments to Ontario Regulation 161/17 under *the Public Lands Act* regarding the use of floating accommodations and camping on water over public lands in Ontario. **(Pages 17-18)**
5. Elgin Area Primary Water Supply System - Agenda & Meeting Package for March 2, 2023. **(Page 19)**
6. City of Port Colborne – Support of the Corporation of the County of Huron regarding Call to Action: Review of the Cannabis Act. **(Pages 20-34)**
7. Municipality of Central Elgin – Planning Application **(Page 35)**
 - Notice of Information Report – Proposed Zoning By-law Amendment Talbot Line Employment

15. THAT By-law No.23-15, being a By-law to provide for the naming of persons to positions and to appoint such members as are necessary to the various Boards/Committees as representatives of the Municipal Council, be given first, second and third readings, and be properly signed and sealed.

16. THAT By-law No.23-14, being a By-law to authorize the execution of a Grant Agreement with Federation of Canadian Municipalities, for the Municipal Asset Management Program, be given first, second and third readings, and be properly signed and sealed.

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

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

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

19. THAT By-law No.23-11, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

20. THAT the Council adjourn its meeting at _____ p.m. to meet again on March 16, 2023, at 7:30 p.m.

The Corporation of the Township of Malahide

February 16, 2023 – 7:30p.m.

Virtual Meeting – <https://www.youtube.com/watch?v=r2EYZxtwMx0>

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, 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: Councillor S. Lewis

CALL TO ORDER:

Mayor Giguère took the Chair and called the meeting to order at 7:00p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

N/A

CLOSED:

No. 23-064

Moved By: Rick Cerna

Seconded By: Chester Glinski

THAT Council move into Closed Session at 7:03p.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. 23-065

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Council move out of Closed Session and reconvene at 7:33p.m. in order to continue with its deliberations.

Carried

MINUTES:

Moved By: Rick Cerna

Seconded By: Sarah Leitch

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

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

-Presentation- Recognition to Malahide Resident Shelby Laidlaw, Gold Medal Winner 2023 International Ice Hockey Foundation Women's World Championship

The Mayor thanked Shelby for attending the meeting and on behalf of Council congratulated her on her success with winning a gold medal with Team Canada at the U-18 Women's Hockey Team Championship.

-Presentation –Dan Reid, Rosemary Kennedy & Kathi Vandermeer - Aylmer - Malahide Museum & Archives

No. 23-067

Moved By: Chester Glinski

Seconded By: Sarah Leitch

THAT the presentation from Dan Reid, on behalf of the Aylmer-Malahide Museum & Archives, be received.

Carried

REPORTS OF DEPARTMENTS:

Director of Fire & Emergency Services

- Cost Recovery for Services Provided by Fire and Emergency Services

No. 23-068

Moved By: Mark Widner

Seconded By: John H. Wilson

THAT Report No. F-23-02 entitled "Cost Recovery for Services Provided by Fire and Emergency Services" be received;

AND THAT Council repeal By-law Nos. 17-31 and 21-06;

AND THAT the proposed Fire Services Cost Recovery By-law be approved as presented;

AND THAT the Director of Fire & Emergency Services monitor the performance of this Cost Recovery By-law and present an update report to Council in early 2024.

Carried

Director of Public Works

- Blue Box Collection Agreement 2023 – 2025

No. 23-069

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Report No. PW-23-05 entitled "Blue Box Collection Agreement 2023 – 2025" be received;

AND THAT the Mayor and Clerk be authorized to enter into a 3-year contract with Circular Materials for the collection of Blue Box Materials and related services.

Carried

- Tender Award – Burks Drain No.3

No. 23-070

Moved By: Chester Glinski

Seconded By: Sarah Leitch

THAT Report No. PW-23-10 entitled “Tender Award – Burks Drain No.3” be received;

AND THAT the tender for the Burks Drain No.3 be awarded to Robert M. Simon Construction Ltd., in the amount of \$55,026.25 (plus applicable taxes).

Carried

- Tender Award – Pressey Line Drain

No. 23-071

Moved By: John H. Wilson

Seconded By: Richard Cerna

THAT Report No. PW-23-11 entitled “Tender Award – Pressey Line Drain” be received;

AND THAT the tender for the Pressey Line Drain be awarded to Van Gorp Drainage and Excavating Inc., in the amount of \$ 116,300.00 (plus applicable taxes).

Carried

- Tender Award – Kettle Creek Drain

No. 23-072

Moved By: John H. Wilson

Seconded By: Sarah Leitch

THAT Report No. PW-23-12 entitled “Tender Award – Kettle Creek Drain” be received;

AND THAT the tender for the Kettle Creek Drain be awarded Robert M. Simon Construction Ltd., in the amount of \$178,151.00 (plus applicable taxes).

Carried

- Request to Withdraw Petition – Thompson Drain, Branches D & E

No. 23-073

Moved By: Chester Glinski

Seconded By: Mark Widner

THAT Report No. PW-23-08 entitled “Request to Withdraw Petition – Thompson Drain, Branches D & E” be received;

AND THAT the Notice of Engineers Recommendation to Not Proceed with Drainage works at 10505 Imperial Road, property owned by Silvercreek Solar Park Inc. (formerly Hydro One Networks) be received;

AND THAT the request to withdraw the Petition be approved.

Carried

- Tender Results: 2023-2025 Roadside Grass Cutting

No. 23-074

Moved By: Sarah Leitch

Seconded By: John H. Wilson

THAT Report No. PW-23-13 entitled “Tender Results: 2023-2025 Roadside Grass Cutting” be received;

AND THAT the contract for the 2023-2025 Roadside Grass Cutting be awarded to Fitch General Contracting Inc., of Delhi, Ontario, in the amount of \$45,844.00 in 2023 (excluding applicable taxes);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Fitch General Contracting Inc. for the purpose of completing the 2023-2025 Roadside Grass Cutting Program.

Carried

Clerk

- Implementation of Fleet Management Committee

No. 23-075

Moved By: Chester Glinski

Seconded By: John H. Wilson

THAT Report CLERK-23-01 entitled “Implementation of Fleet Management Committee” be received;

AND THAT the appointment of two (2) members of Council to the Fleet Management Committee be included to the Committee Appointment By-law.

Carried

- Outstanding Committee Appointments

No. 23-076

Moved By: Rick Cerna

Seconded By: Sarah Leitch

THAT Report CLERK-23-02 entitled “Outstanding Committee Appointments” be received;

AND THAT Deputy Mayor Widner and Councillor Lewis be appointed to the fleet management advisory committee;

AND THAT the Clerk be directed to prepare the necessary by-law for Council’s consideration at a future meeting.

Carried

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 23-077

Moved By: John H. Wilson

Seconded By: Sarah Leitch

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

(i) Long Point Region Conservation Authority – Minutes of January 11, 2023

(ii) East Elgin Community Complex Board of Management–Minutes of January 31, 2023

Carried

CORRESPONDENCE:

No. 23-078

Moved By: Chester Glinski

Seconded By: Mark Widner

THAT the following correspondence be noted and filed:

1. **Association of Municipalities of Ontario - Watch File – dated February 2, 2023 and February 9, 2023. (Pages 3-9)**
2. **County of Elgin, Township of Champlain, and Town of Caledon - Correspondence received regarding letter of support of Township of Malahide Federal Cannabis act Review Resolution. (Pages 10-12)**
3. **County of Huron – Resolution requesting review of Cannabis Act. (Pages 13-15)**
4. **Elgin County Economic Development & Tourism – What's New in Elgin – February 2023 issue. (Pages 16-35)**
5. **Corporation of the City of Brantford – Resolution regarding Via Rail Cancellations. (Pages 36-37)**
6. **Southwestern Public Health– Closure of Mass Immunization. (Page 38)**
7. **Ontario Farmland Trust – Ontario Farmland Forum. (Page 39)**
8. **Ontario Provincial Police – Correspondence received regarding the tragic event in Memphis Tennessee – Tyre Nichols. (Pages 40-41)**
9. **Municipality of West Elgin – Correspondence received requesting the County of Elgin review By-law EC-1 Parking By-law. (Page 42)**
10. **Town of Aylmer – Planning Applications (Pages 43-51)**
 - **Notice of Public Meeting - Draft Plan of Subdivision, Draft Plan of Condominium and Zoning By-law Amendment**
 - **Notice of Passing – Zoning By-law Amendment – Part of Lot 13, Registered Plan 76 (being Part 1 on RP 11R-7789)**
 - **Notice of Public Hearing – 313 John Street South, Aylmer**
11. **Municipality of Thames Centre – Planning Applications (Pages 52-54)**
 - **Housekeeping Amendment By-law**
 - **Notice of Public Meeting – Official Plan Amendment**
12. **Municipality of Central Elgin – Planning Applications (Pages 55-59)**
 - **Notice of Application & Public Meeting–Zoning By-law Amendment – 42595 Walnut St.**
 - **Notice of Public Information Centre – Municipal Class Environmental Assessment**
 - **Zoning By-law Amendment for Employment Lands - North of Talbot Line (Highway 3), east of Centennial Avenue (Highway 3) and west of Yarmouth Centre Road**

Carried

OTHER BUSINESS:

Deputy Mayor Widner provided highlights of the most recent County of Elgin Council meeting, noting that the recent tendering process had resulted in lower than expected prices, which after tonight's meeting seems to be occurring for Malahide as well which is positive news.

Councillor Wilson stated that MPP Rob Flack attended the Kettle Creek Conservation Authority meeting and was receptive to their concerns and provided some informative background to legislation and reasonings behind certain decisions.

It was mentioned that a recent community meeting had been held in Springfield regarding potential windmills in the Township. Mayor Giguère clarified who the host of the meeting was. Councillor Wilson stated that it was local property owners who had been approached by a company to sign agreements. Deputy Mayor Widner noted this had been the second meeting that has been held. CAO Betteridge referenced the Township Official Plan is supportive if a certain criteria is met including possible zoning amendments and site plan control. Councillor Glinski said one control farmers have if they aren't in agreement with the contract is to simply not sign it.

BY-LAWS:

No. 23-079

Moved By: Rick Cerna

Seconded By: Sarah Leitch

- By-law No. 23-02 – Third Reading of W. McIntyre Drain

THAT By-law No. 23-02 being a By-law to provide for Drainage works on the W. McIntyre Drain Reassessment, be read a third time, finally passed, and be properly signed and sealed.

Carried

CLOSED:

No. 23-080

Moved By: Sarah Leitch

Seconded By: Mark Widner

THAT Council move into Closed Session at 8:24p.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 taxation matters.

Carried

No. 23-081

Moved By: Chester Glinski

Seconded By: Rick Cerna

THAT Council move out of Closed Session and reconvene at 8:42p.m. in order to continue with its deliberations.

Carried

The Clerk stated that during the first 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.

The Clerk stated that during the second Closed Session, Council provided direction to Municipal Staff regarding advice regarding Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to taxation matters. There is nothing further to report.

CONFIRMATORY:

No. 23-082

Moved By: John H. Wilson

Seconded By: Sarah Leitch

THAT By-law No.23-06, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 23-083

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT the Council adjourn its meeting at 8:44p.m. to meet again on March 2, 2023, at 7:30 p.m.

Carried

Mayor – D. Giguère

Clerk – A. Adams



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 23-12

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

Being a By-law to provide for a drainage works
on the Sparta Line Drain No. 1
in the Township of Malahide,
in the County of Elgin

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

Road allowance in the west part of Lot 9
And lands in the west half of Lot 9
Concessions 3
In the Township of Malahide (geographic Malahide)

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$48,000.00.

AND WHEREAS \$48,000.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$48,000.00 is being assessed in the Township of Malahide in the County of Elgin.

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

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

1. The report dated February 1, 2023, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$48,000.00 being the amount necessary for construction of the drainage works.
 - (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
 - (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "Sparta Line Drain No. 1".

READ A FIRST AND SECOND TIME THIS 2nd day of March, 2023.

Mayor

Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 20th day of April, 2023.

Mayor

Clerk



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 23-13

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

Being a By-law to provide for a drainage works
on the Sparta Line Drain No. 2
in the Township of Malahide,
in the County of Elgin

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

Road allowance in Lot 8
And lands in Lot 8
Concessions 3
In the Township of Malahide (geographic Malahide)

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$43,900.00.

AND WHEREAS \$43,900.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$43,900.00 is being assessed in the Township of Malahide in the County of Elgin.

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

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

1. The report dated February 1, 2023, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$48,000.00 being the amount necessary for construction of the drainage works.
 - (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
 - (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "Sparta Line Drain No. 2".

READ A FIRST AND SECOND TIME THIS 2nd day of March, 2023.

Mayor

Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 20th day of April, 2023.

Mayor

Clerk



Report to Council

REPORT NO.: FIN-23-02
DATE: March 2, 2023
ATTACHMENT: None
SUBJECT: APPLICATIONS FOR ASSESSMENT ADJUSTMENTS UNDER SECTION 357 AND SECTION 358 OF THE MUNICIPAL ACT, 2001

Recommendation:

THAT Report No. FIN-23-02 titled “Applications for Assessment Adjustments under Section 357 & 358 of the Municipal Act, 2001” be received;

AND THAT, pursuant to Section 357 (a) and (d) of the *Municipal Act, 2001*, the Township’s Treasurer be authorized to amend the Township’s tax collection roll for the amount of \$7,782.75.

Background:

Sections 357 and 358 of the Municipal Act, 2001, S.O. 2001, c. 25 (the “Municipal Act”) allow for the reduction, cancellation or refund of taxes. In accordance with the Municipal Act, the Notices of Hearing for the properties listed in Schedule A were delivered to the applicants not less than fourteen days before the date upon which the applications are to be dealt with (March 2, 2023). Applications received by the Township are sent to the Municipal Property Assessment Corporation (MPAC) for review and are returned with either a recommendation for tax adjustment or with no recommendation; which results in no associated tax adjustment.

Section 357

Upon application to the Treasurer of a local municipality, the local municipality may cancel, reduce or refund all or part of taxes levied on land in the year in respect of which the application is made if:

- A. a property or portion of a property is eligible to be reclassified in a different class of property, and that class has a lower tax ratio for the taxation year than the class the property or portion of the property was in before the change, and if no supplementary assessment is made in respect of the change under subsection 34(2) of the Assessment Act;

- B. property that has become vacant land or excess land during the year;
- C. property that has become exempt from taxation during the year;
- D. building that during the year was razed by fire, demolition or otherwise, or was damaged by fire, demolition or otherwise so as to render it substantially unusable for the purposes for which it was used immediately prior to the damage;
- E. a person who was unable to pay taxes because of sickness or extreme poverty;
- F. mobile unit that was removed from the land during the year;
- G. property overcharged by reason of any gross or manifest error that is a clerical error, the transposition of figures, a typographical error or similar type of error, but not an error in judgment in making the assessment upon which the taxes have been levied; or
- H. in respect of a property which by reason of repairs or renovations could not be used for its normal use for a period of at least three months during the year.

Pursuant to Section 357 subsection (3), an application must be filed with the Treasurer on or before the last day of February of the year following the year in respect of which the application is made.

Section 358

Section 358 of the Municipal Act permits applications for tax adjustment related to taxes levied in each or either of the two years preceding the year in which the application is made by property owners who are overcharged by reason of any gross or manifest error in the preparation of the assessment roll by MPAC that was an error of fact. This may include, but is not limited to clerical errors and the transposition of figure or typographical errors, but not an error in judgment in making the assessment upon which the taxes have been levied.

These applications relate to taxes levied in each or either of the two years preceding the year in which the application is made.

Pursuant to Section 358 subsection (3), an application must be filed with the Treasurer between March 1 and December 31 of a year and may apply to taxes levied for one or both of the two years preceding the year in which the application is made and the application shall indicate to which year or years it applies.

Comments:

Schedule A (provided on the following page of this report) identifies the assessment roll number of each property, the reason for the tax appeal and the calculated tax adjustment.

Schedule A - Section 357 & 358 Applications					
Roll #	Type	Address	Reason for Application	Property Tax Reductions	
				Township	Total
3408-000-011-10800	R	51560 Nova Scotia Line	Residence demolished by fire	1,039.54	2,212.03
3408-014-020-03600	R	48497 Yorke Line	Residence demolished	1,418.59	3,053.02
3408-000-050-06105	R	51213 Wooleyville Line	Gross or Manifest error	693.98	1,493.92
3408-014-010-21350	R/C/I	52722-52760 Ron McNeil Line	Commercial structures demolished	376.63	1,023.78
				3,528.74	7,782.75

Financial Implications to Budget:

The Township annually budgets for property tax adjustments, which come as a result of assessment appeals and other tax adjustments under Section 357 and 358 of the Municipal Act. The 2023 property tax adjustment budget is currently \$102,500 of which total reduction thus far during 2023 are nil. The total reduction in property taxes is \$7,782.75 of which \$3,528.74 pertains to the Township. Thus, the approval of these reductions is within the proposed budget.

Submitted by:	Approved by:	Approved for Council:
Tanya Hoover Assistant Treasurer/Tax Collector	Adan Boylan Treasurer / Director of Corporate Services	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: DS-23-07
DATE: March 2, 2023
ATTACHMENT: Site Plan drawing for approved file(s)
SUBJECT: **SITE PLAN CONTROL ACTIVITY REPORT**

Recommendation:

THAT Report No. DS-23-07 entitled “Site Plan Control Activity Report” be received.

Background:

At its May 5th, 2022 meeting, Council passed a new site plan control by-law (no. 22-30) which, amongst other administrative adjustments, delegated approval of site plans to the Township CAO. In providing such delegated approval authority, Council also directed that a semi-annual site plan approval activity report be provided to Council.

The first activity report was provided to Council at its September 1, 2022 Regular Meeting.

Comments/Analysis:

This activity report is the first of two for 2023. Since the last report in September, 2022, the following Site Plan Control Approvals have been granted by the CAO:

1. Brian Campbell
48209 Rush Creek Line, Village of Port Bruce
Approval Date: November 4, 2022

Description of Development: The property is zoned and operated as a marina, and also includes a seasonal trailer park, existing as a legal, non-conforming use. The Owner desired a new accessory building/shop, which required site plan approval. The Owner had worked with the Township in or around 2010, however a site plan was not completed at that time.

Given that the desired development was relatively straight forward and non-complex, a standard site plan drawing was drafted in consultation with the Owner, and an agreement drafted that sought to address certain matters, including the state of the front yard onto Rush Creek Line. The Agreement also acknowledges and sets a maximum number of trailers/sites at sixty (60).

Township Staff as well as the CCCA were consulted in the preparation of the site plan and Agreement.

The site plan drawing is attached as Appendix 1 to this report.

2. 1767185 ONTARIO INC. (BDR International Ltd.)
vacant, unaddressed land, Hacienda Road
Approval Date: November 30, 2022

Description of Development: The Owner is moving its trucking operation from its current location east of Springfield on Ron McNeil Line to an industrial-zoned property on Hacienda Road.

The site plan details the location of an approximate 4,500m² (48,000 sq. ft.) building containing warehousing, office, and maintenance area, with a total of 16 loading spaces.

The Township worked with the Owner and its agents, the County (Hacienda Road is under County jurisdiction), and the CCCA through review and finalization of civil, stormwater management, and other detailed plans in order to finalize an acceptable site plan.

The site plan drawing is attached as Appendix 2 to this report.

Financial Implications to Budget:

There are no implications to the Township Budget as a result of this report.

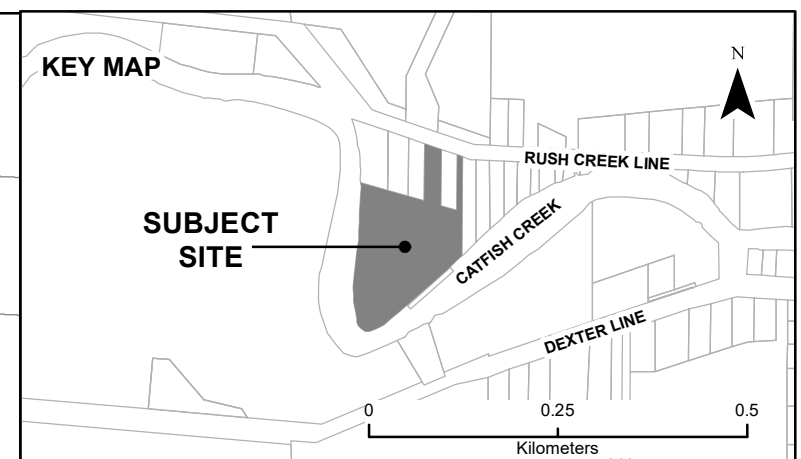
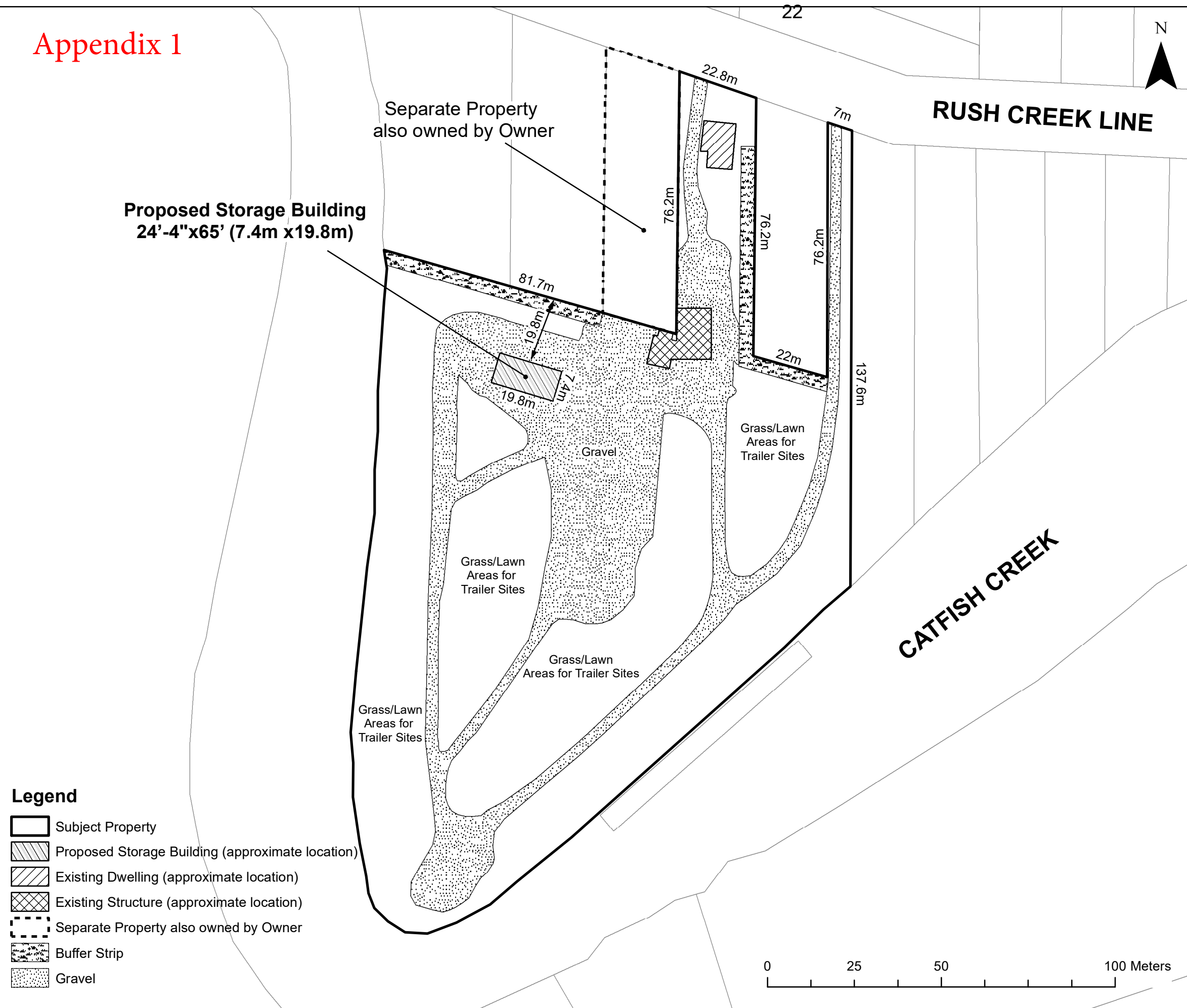
Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Land” and “Our Community” Strategic Pillars is “Promote new development in a responsible manner that directs growth to appropriate areas with the Township”.

Submitted by:
Adam Betteridge, Chief Administrative Officer

Appendix 1



SITE PLAN

Owner: Brian Campbell
Site Address: 48209 Rush Creek Line
Legal Description: Concession 1 South, Part Lot 3,
Parts 1, 2, 3 of RP 11R-3942
Township of Malahide, Elgin County

SITE DATA TABLE: OS-4 ZONE

Permitted Uses: Marina and all other permitted uses of the Open Space Zone.

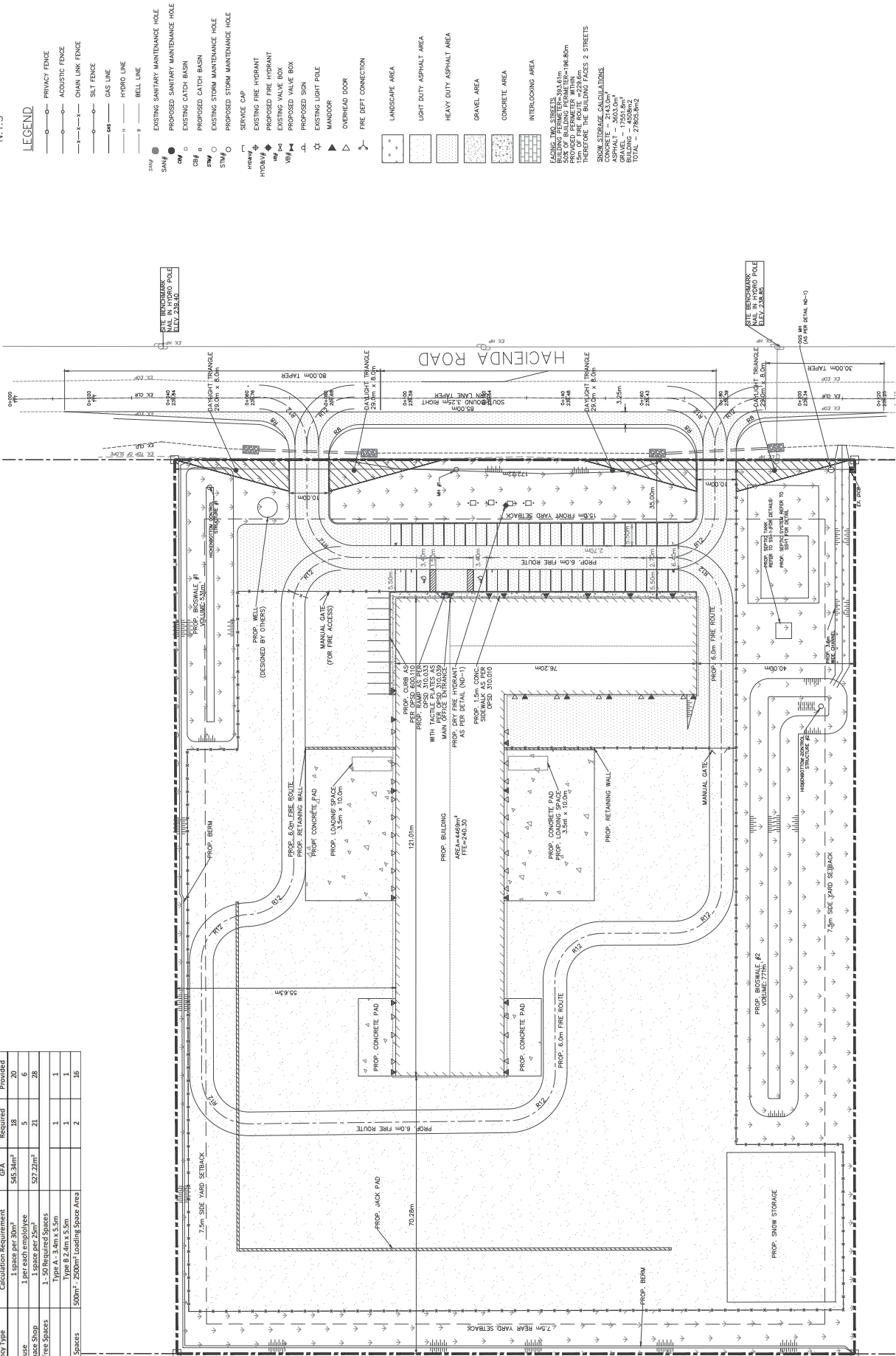
STANDARDS	REQUIRED:
Minimum Setback (m) from a local road:	28
Front Yard Depth (m):	6.0
Side Yard Width - Interior (m):	7.5
Rear Yard Depth (m):	7.5
Maximum Lot Coverage (%):	20
Maximum Height (m):	10.5

Date of Drawing: November 3, 2022
Version: 1
Prepared By: Township of Malahide Development
Services Technician/Assistant Planner

ZONING TABLE (Proposed Building)			
RURAL INDUSTRIAL (M2-ZONE)			
Lot Area (min.)	38900.00m ²	REQUIRED	PROVIDED
Lot Coverage (min.)	4000m ²	Required	Spaces
Front Yard (min.)	30.00m	30.00m	172.22m
Front Yard (max.)	30.00m	30.00m	172.22m
Front Yard (min.)	15.00m	15.00m	35.68m
Side Yard (min.)	15.00m	15.00m	35.68m
Side Yard (min.)	7.50m	7.50m	40.00m
Side Yard (min.)	7.50m	7.50m	70.28m
Rear Yard (min.)	40.00m	40%	12.2%
Lot Coverage (max.)	22.0m	22.0m	<12.0m
Undeveloped Open Space (min.)	10%	10%	28%
Undeveloped Open Space (min.)	10%	10%	28%
Parking Standards (min.)	6.0m	6.0m	6.0m
Parking Standards (min.)	2.7m x 5.5m	2.7m x 5.5m	2.7m x 5.5m
Barrier Free Parking	2	2	2
Loading Spaces (min.)	2	2	16

Occupancy Type	Calculation Requirement	GFA	Required	Spaces Provided
Office	1 space per 30m ²	945.3m ²	18	20
Warehouse	1 space per employee		5	6
Manufacture Shop	1 space per 25m ²	527.22m ²	21	28
Barrier Free Spaces	1 space per 150m ²			
	Type A: 3.4m x 5.5m		1	1
	Type B: 2.4m x 5.5m		1	1
Loading Spaces	500m ² - 2500m ² Loading Space Area		2	16

Occupancy Type	Calculation Requirement	GFA	Spacers Required	Spaces Provided
Office	1 space per 30m ²	545.34m ²	18	20
Warehouse	1 per each employee			6
Maintenance Shop	1 space per 25m ²	527.22m ²	21	28
Barrier Free Spaces	1 - 50 Required Spaces			
	Type A - 3.4mx 5.5m		1	1
	Type B - 2.4mx 5.5m		1	1
Loading Spaces	500m ² - 2500m ² Loading Space Area		2	16



No.	Insurance Description	YYMMDD
1.	CLIENT REVIEW	22/05/20
2.	SITE PLAN APPROVAL	22/06/20
3.	SITE PLAN APPROVAL REV-1	22/07/08
4.	SITE PLAN APPROVAL REV-2	22/08/02

SITE PLAN
APPROVAL REV-2

CDN BUILDINGS

BDR TRANSPORT
10725 Hacienda Rd., Aylmer, ON M6A 1A5

SITE PLAN



Project No.	1121-009-22	Designed by: RM	Checked by: KF
Scale:	1:500	Drawn by: RM	Approved by: NI
Orientation	Stamp		

Drawing No.

A100



Report to Council

REPORT NO.: DS-23-08
DATE: March 2, 2023
ATTACHMENT: Draft Procedural Policy Text
SUBJECT: **PROCEDURAL POLICY FOR PLANNING NOTICES RECEIVED FROM OTHER MUNICIPALITIES**

Recommendation:

THAT Report No. DS-23-08 entitled “Procedural Policy for Planning Notices Received from Other Municipalities” be received;

AND THAT Council direct Administration to finalize and implement a procedural policy as provided.

Background:

The Township receives a number of various planning notices from its neighbouring municipalities. Such notices are required to be issued by one municipality to another depending on the type of planning notice, and, when certain criteria are met. This is all provided for and as prescribed by the Planning Act, R.S.O. 1990 (the “Planning Act”).

Many of the notices received are non-contentious. Regardless, current process entails each and every notice being included on the next available Council agenda under correspondence.

Comments/Analysis:

This report seeks to establish a procedural policy whereby those minor, non-contentious planning notices from our neighbouring municipalities are dealt with accordingly by Administration (i.e., the Clerk and/or CAO), and not be forwarded to Council’s attention.

Notwithstanding the above, the significant and complex planning notices which may have impact on the development policies of Township Council will be forwarded for Council comment.

It is important to acknowledge that any property owner, regardless of the municipality in which their property is located, will also receive Notice of applications when the properties involved are located within a certain distance: typical 120m (~400 ft) or 60m (~200 ft), depending on the application type. On this basis, those property owners can respond to such planning notice as they desire.

The Township CAO has drafted the following policy that could be implemented in order to minimize the number of notices proceeding to Council's attention:

"The following is hereby established as a policy of the Township of Malahide for administering Notices received from other municipalities as a part of their review process and in accordance with the Planning Act, R.S.O. 1990 (the "Planning Act"):

1. That all Notices of Public Meetings and/or Receipt of Complete Application concerning Official Plan Amendments, Subdivision, and/or Environmental Assessment proposals shall be forwarded to the Township of Malahide Council for formal review and consideration.
2. That all Notices of Public Meeting and/or Receipt of Complete Application pertaining to site-specific Official Plan and/or Zoning By-law Amendments that involve a significant change in zone classification, such as but not limited to: introducing/changing a land use, and/or reducing or eliminating those standards which seek to protect neighbours' enjoyment of property), and the lands subject to the Amendment are within one kilometre (1 km) of the Township of Malahide, shall be forwarded to the Township of Malahide Council for formal review and consideration.
3. That Notices of Public Meetings/Hearings for Zoning By-law Amendments and Minor Variances that involve matters that are of a minor/insignificant nature and which are considered as having no negative impact on lands in Malahide shall be reviewed by Township Administration and need not be forwarded to the Township of Malahide Council for formal review and consideration.
4. That only those Notices of Consent Applications involving severance proposals that may have a negative impact on lands in Malahide and/or which may have an impact on severance policies for the Township of Malahide shall be forwarded to the Township of Malahide Council for review and action."

Financial Implications to Budget:

There are no implications to the Township Budget as a result of this report.

Submitted by:
Adam Betteridge, Chief Administrative Officer



Report to Council

REPORT NO.: CAO-23-03
DATE: March 2, 2023
ATTACHMENTS: Current and Proposed Federal Electoral District Boundaries
SUBJECT: **FOLLOW-UP REPORT: PROPOSED REVISED
 REDISTRIBUTION OF FEDERAL ELECTORAL DISTRICTS**

Recommendation:

THAT Report No. CAO-23-03 entitled “Follow-Up Report: Proposed Revised Redistribution of Federal Electoral Districts” be received;

AND THAT the Mayor be directed to provide a Letter of Support to Malahide’s Member of Parliament, Karen Vecchio, for the Federal Electoral Boundaries Commission for the Province of Ontario proposal of a unified Elgin County and City of St. Thomas, represented by one federal electoral district.

Background:

The Federal Electoral Boundaries Commission for the Province of Ontario (the “Commission”, see link here: https://redcoupage-redistribution-2022.ca/com/on/index_e.aspx) is an independent body charged with readjusting the electoral boundaries under the Electoral Boundaries Readjustment Act (the “Act”).

On August 19, 2022, the Commission released its first-proposed new electoral map for consideration, however as will be discussed, and the purpose of this report, has been revised.

Electoral boundaries require review given that the population in Ontario has increased by approximately 1.37 million persons over the last 10 years. Thus, the representation formula in the *Constitution Act, 1867* has determined that Ontario has been allocated 122 seats, raising the total number of electoral districts in the province by one (1) from the last redistribution plan prepared in 2012.

During the first iteration of the proposed redistribution (see Appendix 'A'), the Commission proposed changes to the existing districts affecting Elgin County, including splitting Central Elgin and Southwold and shifting St. Thomas into a proposed district with south London.

At its September 15, 2022 Regular Meeting, Malahide Council considered Report No. CAO-22-11, which provided the above-noted first-proposed new electoral map (Appendix 'A' to this report) and passed the following:

"No: 22-374

Moved By: Mark Widner

Seconded By: Max Moore

THAT Report No. CAO-22-11 entitled "Proposed Redistribution of Federal Electoral Districts" be received;

AND THAT Staff be directed to coordinate efforts with Elgin County, Elgin local municipal partners, and the City of St. Thomas to represent interests and concerns pertaining to the proposed federal electoral boundary districts;

AND THAT the Mayor be directed, in coordination with the efforts of the County, its partners, and the City, to provide a written submission to the Federal Electoral Boundaries Commission for the Province of Ontario stating that Elgin County and the City of St. Thomas should remain fully contained and represented within one federal electoral district.

Carried"

The above resolution was provided to Elgin County, Elgin & St. Thomas municipal CAOs, and the Elgin-Middlesex Member of Parliament (M.P. Vecchio) identifying Malahide's shared concerns.

On February 10, 2023, the Township was advised by M.P. Vecchio's office that the Commission tabled its Final Report for consideration by the House of Commons, which considered thousands of pieces of correspondence and information provided through various media to the Commission received during their Consultation and Public Engagement process.

Comments/Analysis:

The following is attached to this report:

- Appendix 'A': First-Proposed Redistribution, Southwestern Ontario
- Appendix 'B': Newly-Proposed Redistribution, Southwestern Ontario
- Appendix 'C': Current Elgin-Middlesex-London electoral boundary

The Final Report of the Commission, which will be reviewed by the House of Commons Standing Committee on Procedure and House Affairs, is available here:

https://redecoupage-redistribution-2022.ca/com/on/rprt/index_e.aspx. Commentary on

the changes as they apply to Elgin/Malahide are available on pages 134 to 139 of the Final Report.

The revised boundaries are shown on Appendix 'B' to this Staff Report, and as desired, propose to keep Elgin County and St. Thomas as a whole entity. Also included is southern London.

Accordingly, it is recommended that Council support the revised boundaries.

Financial Implications to Budget:

The recommendations of this report will not have any direct implications on the current 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.

With regards to the "Our Local Government" Strategic Pillar, ensuring that Malahide (and the County of Elgin as well) is well represented at the federal level will enable the Township to better achieve its goals.

Submitted and Approved by:
Adam Betteridge, Chief Administrative Officer

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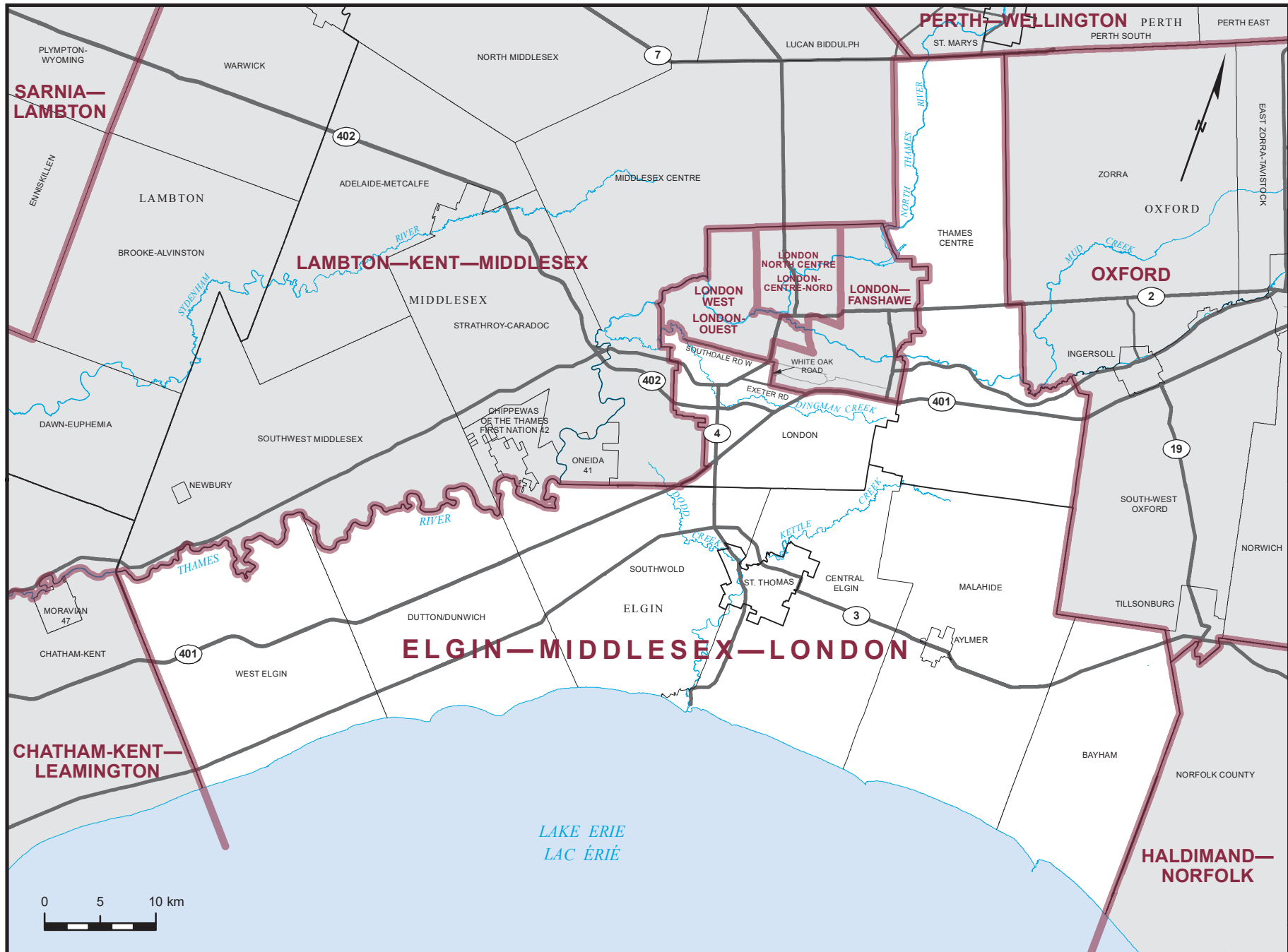


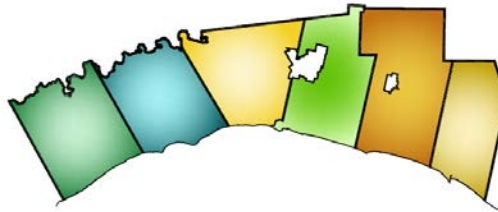
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Appendix 'C': Current Elgin-Middlesex-London electoral boundary

ELGIN—MIDDLESEX—LONDON





ELGIN GROUP POLICE SERVICES BOARD

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich
Municipality of West Elgin | Township of Malahide | Township of Southwold

February 10, 2023

Dear Councils of the Elgin Group Police Services Board:

Re: 2023 Budget

Attached for your information is the Elgin Group Police Services Board Proposed Budget as approved through the following resolution at the January 30, 2023 meeting:

“RESOLVED THAT the 2023 Draft Board Budget Report be approved and circulated to the participating municipalities.”

Please note that the budget remains unchanged from 2022 with the exception of an increase under miscellaneous, due to an increase in insurance costs.

Yours truly,

A handwritten signature in black ink, reading 'Carolyn Krahn'.

Carolyn Krahn
Secretary/Administrator
Elgin Group Police Services Board

Elgin Group Policing

Police Services Board Budget

	Not Final						
	Budget 2023	Budget 2022	YTD Actual 2022	Budget 2021	Actual 2021	Budget 2020	Actual 2020
Recoveries	(36,235)	(35,880)	(33,156)	(36,538)	(36,997)	(35,875)	(34,959)
Total Revenue	(36,235)	(35,880)	(33,156)	(36,538)	(36,997)	(35,875)	(34,959)
Wages	9200	9200	9000	9,200	9,200	9,200	8,450
Benefits			417	0	424	0	370
Total Wages & Benefits	9,200	9,200	9,417	9,200	9,624	9,200	8,820
Mileage	2000	2000		2,000		2,000	
Travel-Other	430	430		430		430	
Development	14000	14000	396	14,000	1,045	14,000	2,141
Purchased Services (RIDE)			11329	0	13,254	0	13,539
Project Costs		0	500	1,000	1,000	1,000	
Miscellaneous	10605	10250	11513.63	9,908	12,074	9,245	10,459
Total Operating Costs	27,035	26,680	23,739	27,338	27,373	26,675	26,139
Net Income Total*	0	0	(0)	0	0	0	0

*Balance of costs billed back to Municipal Partners at year end by % of Households

Offsetting increased revenue from Municipal Partners or RIDE program for any budget increase is required

Annually Chair receives \$2000, Board Members \$1500 x 4, \$1200 Secretary/Treasurer

to and from meetings

budgeted for 3 people to go to members conference, 5 members attending 1 seminar

OAPSB

Insurance in 2022 has gone up to \$11,458 , OAPSB Membership 1634, Office Supplies (1000)

Elgin County OPP 2022 Annual Report



“Committed to public safety, delivering proactive and innovative policing in partnership with our communities”



Elgin Group Police Services Board

Chair: Sally Martyn
Ida McCallum
Trudy Kanellis
Dan Froese
Dave Jenkins
CAO: Julie Gonyou

Our Elgin Group Police Services Board is extremely appreciative of how responsive our members have been responding to traffic complaints and all of the diverse calls for service within Elgin County during this busy year. Chair Sally Martyn transitioned out of her role as chair of the Police Services Board at the end of 2022, and we wish to thank her for the support and dedication she demonstrated towards enhancing community safety in Elgin County.

Detachment Commander



Inspector Mark Loucas

I am very pleased to be your Detachment Commander and on behalf of each of you, the dedicated officers and staff of the Elgin County OPP Detachment, it gives me great pleasure to present the 2022 Annual Report. This report will showcase the high level of commitment that the Elgin County OPP has brought to all municipalities within Elgin County.

Elgin officers and administrative staff have worked in partnership with numerous stakeholders, partners, community groups, and services throughout the year to help us achieve our organizational commitments. Several significant, provincial protests created unique and unprecedented challenges which caused us to reflect and adjust how we conducted daily operations. Additionally, the completion of the amalgamation between the Chatham-Kent and Elgin Detachments has further strengthened our operational capacity and has significantly improved the availability of resources and equipment.

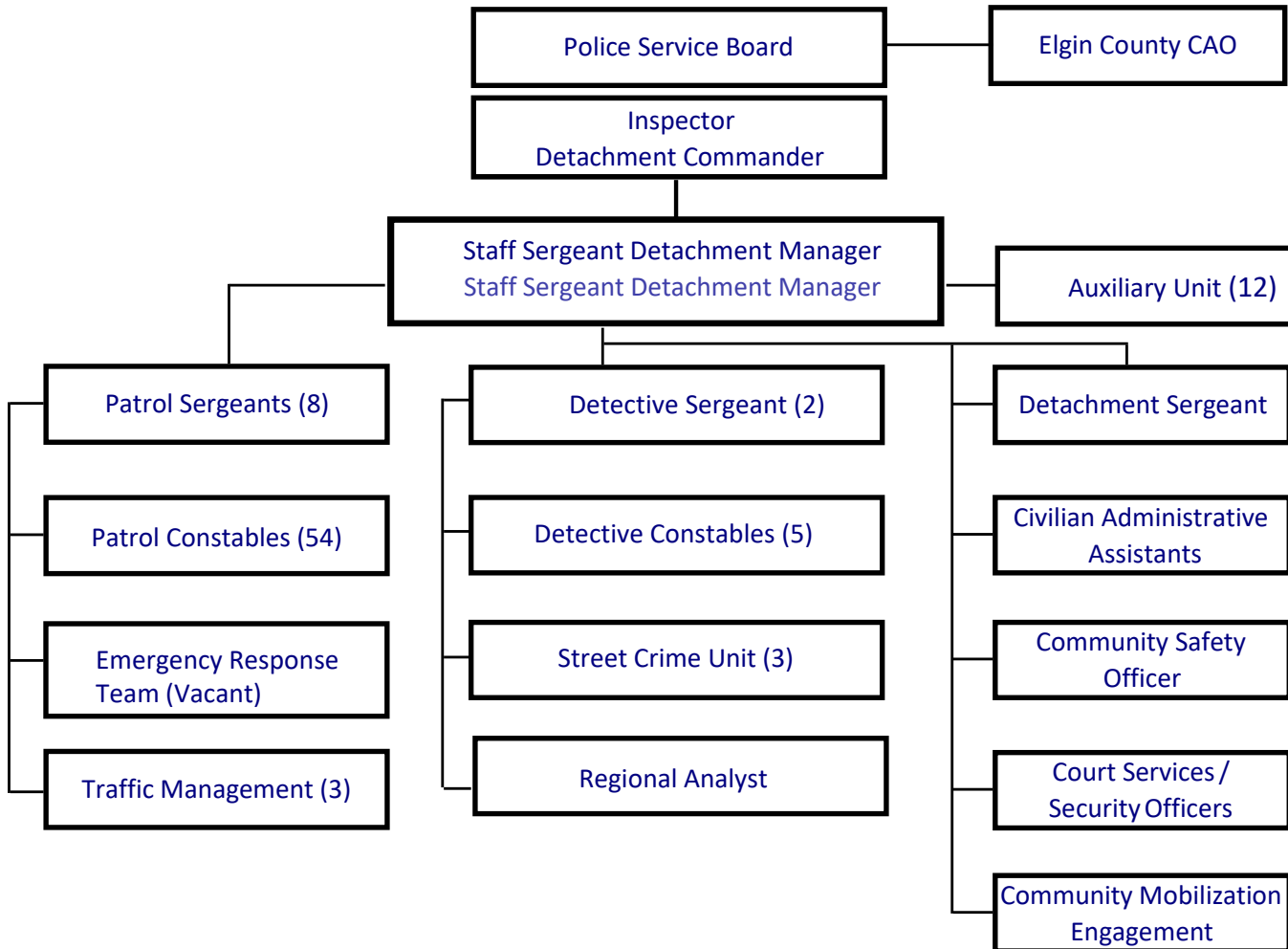
In 2022, our policing priorities were focused on achieving the key commitments from our 2020-2022 Detachment Action Plan, which included crime prevention, increased traffic and public safety on our roadways, waterways, and trails, and enhanced relationships with our municipalities, policing partners, and local community supports/resources. As we prepare our 2023 Detachment Action Plan, we will build upon our past successes while incorporating organizational commitments with local community priorities to reflect a responsive and inclusive service delivery model.



Organization



ELGIN COUNTY OPP



Elgin County OPP Detachment staffing numbers increased in 2022 as a result of an amalgamation with the Chatham-Kent OPP Detachment. Further, the anticipated results from the Provincial Service Delivery Model are extremely positive and will result in increased staffing for our detachment. The final results will be shared once they are officially released.



Elgin County Auxiliary Unit 2022 Year in Review

The Elgin Auxiliary Unit has an operational capacity of 14 members. Since March 16, 2020, the majority of members within the OPP Auxiliary Program were stood down from active duty, while the organization addressed COVID-19 restrictions. On June 8, 2020, the Auxiliary program began implementing a three-phased approach for its members to begin returning to active duty. Due to the resurgence of COVID 19 member's attendance and assistance was limited. Several members were successful in achieving full-time status and others departed the program for personal reasons. A plan to actively recruit members to the unit commenced in late December and will continue into the new year.



PC Alexandria CULLEN was presented with the Keirstead Award for Outstanding contributions to the OPP Auxiliary Program. (Pictured with Insp LOUCAS and PC WIEBE)



Business Planning



2020 - 2022 Action Plan

Our Annual Business Plan has been changed to a three-year Action Plan to coincide with the new OPP three-year Strategic Plan. Our 2020 - 2022 Action Plan priorities as identified with community and Police Service Board consultation are:

1. Crime

- To prevent and investigate property crime.
- Continued support and engagement in the intelligence-led policing-crime abatement strategy. (ILP-CAS).
- Work in collaboration with local community resources/groups to facilitate a trusted and victim-centered approach in our processes, policies, and programs.

2. Traffic

- Concentrating on “The Big Four” causal factors of fatal, personal injury, and property damage collisions which include: impaired driving, speeding/aggressive driving, inattentive/distracted driving, and seat belt use.
- To sustain a continuous and year-round focus on the causal factors of motorized vehicle collisions on our roadways, waterways, and trails.

3. Other

- Streamline collision reporting through the implementation of a Detachment Collision Reporting Centre (CRC).
- Identify and implement co-response options such as our Mental Crisis Response Team (MCRT) for non-police-related demands for service.
- Develop and finalize a transfer of care protocol with the St. Thomas Elgin General Hospital (STEGH).

Crime Management Plan

Elgin County Detachment has a comprehensive Crime Management Plan that is administered through the leadership of Regional Detective Sergeant Victoria Loucks. The Crime Unit includes five detectives assigned to major case investigations and three detectives assigned to the Community Street Crime Unit (CSCU). The CSCU is responsible for investigating property crimes and drug investigations. The Domestic Violence Investigator position was vacated in 2022 and a process is being established to replace this member.

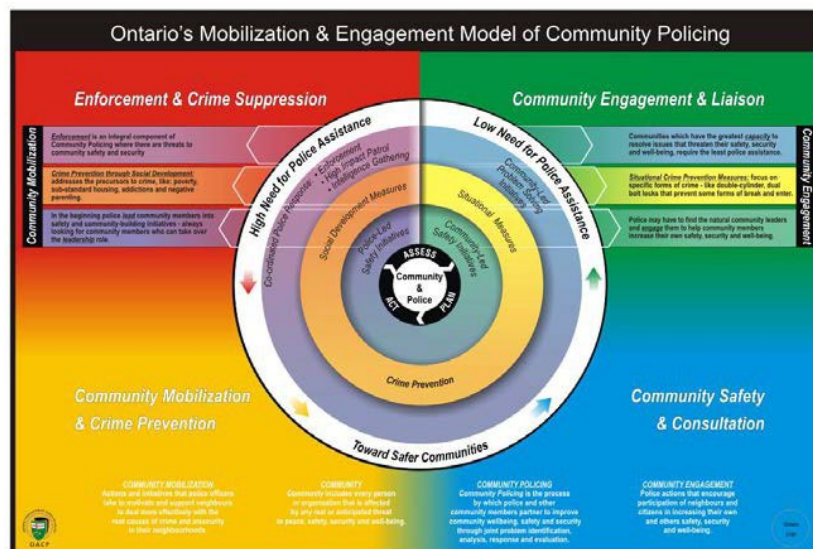
The Crime Unit is responsible for oversight and investigation of all serious crimes that occur in our detachment area. The foundation of the plan supports the OPP Results Driven Policing methodology and focuses on public safety through crime prevention and investigative excellence.

Traffic Management Strategy

Elgin County Detachment has developed a Traffic Management Strategy with a goal of reducing motor vehicle collisions, specifically those that result in injury and death. Our focus in 2022 continued to be enforcement and education around aggressive driving, impaired driving, seat belt use, and distracted driving. These four driving habits are within complete control of the driver and together can have the largest impact on road safety. Elgin County Detachment continues to employ a Traffic Management Unit (TMU) responsible for enhanced traffic enforcement within Elgin County. Our TMU is dedicated to responding to community-identified traffic issues as well as issues identified through analysis by our Regional Analyst and the Focused Patrol Program. The unit continues to utilize speed measuring devices to capture data and coordinate responses to traffic concerns.

Community Policing Committees

Elgin County OPP is very fortunate to have a strong, well-established network of Community Policing Committees to represent the municipalities we serve. We work in partnership with our committees to identify and resolve issues of crime and traffic concerns that are identified by the community. Additionally, our committee members volunteer countless hours of their time to support many community initiatives; particularly those that assist children, the elderly, and vulnerable groups. Elgin County has Community Policing Committees located in West Elgin, Southwold, Dutton- Dunwich, Port Stanley, Belmont, Malahide, and Bayham. Elgin County OPP is very appreciative of the hard work all of our committees do to support their community and the OPP. Although hampered by the COVID-19 pandemic, we continue to liaise with our committees using the Ontario Mobilization & Engagement Model of Community Policing. Additionally, all of our committees are now using the model as a guide to assist them in setting priorities and objectives.



Community Mobilization and Engagement

What is Community Mobilization and Engagement?

Elgin County OPP follows Ontario's Community Mobilization and Engagement Model of Community Policing. Prevention and early intervention by collaboratively working with community partners have proven effective in providing the greatest impact and lasting solutions for crime reduction and preventing victimization. Building strong relationships with community residents and stakeholders remains an effective and efficient method of preventing crime and increasing the quality of life for the residents of Elgin County.

This approach allows for more flexibility in addressing policing needs and priorities at the local level, by involving community residents in efforts to improve the overall quality of life in their communities. Community mobilization and engagement also allows for a fundamental shift in police work from the traditional response to calls for service towards a more holistic approach that builds upon localized community capacity to address the risk factors associated with crime and victimization. The goal of engaging the community is to move from police-led initiatives to community-led initiatives that contribute to the safety of all.

The following Community Mobilization Projects remain a priority for Elgin County OPP:

- Elgin Community Drug and Alcohol Strategy Development
- Elder Abuse Prevention
- Mental Health and Crisis Response Team
- Police and Hospital Transition Framework
- Senior Frauds/Scams
- Rapid Response Working Group – Alzheimer's Society

Elgin County Drug and Alcohol Strategy

Based on community concerns, in 2018 the Elgin Situation Table identified a need for a comprehensive drug and alcohol strategy within our community. A dedicated workgroup/task force was formed with the primary focus of developing a collaborative plan based on a “Four Pillars” approach of prevention, treatment, harm reduction, and justice. **The mission:** Create, implement, and evaluate a comprehensive drug and alcohol strategy that meets the needs of our community based on the pillars of prevention, treatment, harm reduction, and justice. **The vision:** A safe and healthy Community in Elgin County without the negative impacts of drugs and alcohol.

The workgroup has worked hard to continue to develop a community-based Drug and Alcohol Strategy, while navigating the challenges of the pandemic.



Community Safety Officer / Media Officer

Constable Brett PHAIR was identified as our Community Safety Officer (CSO) and media officer in 2022 and has continued to achieve successes with strengthening connections with community stakeholders, schools, and media partners.



P/C PHAIR continued to work with our media partners within the County and surrounding area which has facilitated greater messaging for our communities regarding public safety, crime trends, and traffic issues.

P/C PHAIR often provides reporting on regional issues for mainstream media at the request of West Region Headquarters.

Social media continues to be a priority for P/C PHAIR which enables our communities to be instantly connected to investigations and police activities within their specific communities.

SPECIAL PROJECTS**ATV Patrols****Marine Patrols**

Enhanced visibility on our roadways, waterways, and trails remains a priority for Elgin County OPP members.

ATV Patrols

43

In recent years, Elgin County has experienced growth in rural trail usage with the establishment of the Talbot Trail ATV Club (TTAC). The TTAC have worked with several private property owners to establish over 100 kms of well-maintained ATV trails within Elgin County. As a result, ATV patrols along our county trails in response to community concerns has resulted in positive, community feedback regarding the enhanced OPP visibility and enforcement along our county trails. In 2022, Elgin County OPP received support in the acquisition of 2 ATV's dedicated to patrol the trails and be utilized during community events.

Marine Unit

Elgin County OPP marine members recorded over 156 hours of patrol during the 2022 season while responding to 65 calls for service. The marine unit is responsible for approximately 450 square kilometers of Lake Erie and covers approximately 220 kms of shoreline along the north shore of the Lake. Enhanced visibility along Lake Erie remains a priority for our marine operators to ensure the safety of community residents, swimmers, and boaters who enjoy our popular beaches including Port Glasgow, Port Stanley, Port Bruce, and Port Burwell along with Rondeau and Erieanu.

Through amalgamation, Elgin County OPP further conducts patrols and responds to calls for service along the shore of Lake Erie through to Essex County as well as Lake St. Clair and the Detroit River.



Community Street Crimes Unit

The Elgin/Middlesex Community Street Crimes Unit (CSCU) have been extremely successful in 2022. The CSCU investigated 146 occurrences, executed 133 judicial warrants, charged 104 persons, and laid 675 charges. CSCU investigations required countless hours of investigative expertise from our members to maintain the safety and security of our community residents and business owners.

Possess Stolen Property, Weapons – Number of charges: 16

Seized Items:

- 2022 GMC Sierra Denali pickup
- Polaris side by side
- 5 Assorted Milwaukee hand tools (impact driver, reciprocating saw, angle grinder, circular saw, work light)
- 2 Stolen licence plates
- 12ga pump action shotgun
- 4 Windows from an unknown job site
- 2 Apple iPhones

Oxford CSCU began investigating a suspect for the theft of multiple high end motor vehicles valued at over half a million dollars. On April 19, 2022, a pickup truck, that was later determined to be stolen, attended a gas station, filled up and drove off. The Elgin/Middlesex CSCU located the vehicle and the suspect was positively identified. After multiple attempts, the suspect was located and arrested. A subsequent search of the stolen vehicle yielded a black 12ga pump action shotgun as well as the keys to the stolen Polaris side-by-side and the tools stolen from the Oxford B&E (total value \$93,900).

Shoplifting: Number of charges: 11

Seized Items: • 75 grams Cocaine

- 3 vials Hydromorphone (2 microgram injection vials)
- Remington 12ga pump action shotgun (barrel cut down)
- x4 12ga shotgun shells from above gun (loaded in magazine tube)
- .762 rifle round
- 1 pill Dilaudid – 8mg
- Guns parts (sawed off barrel, stock, handle)
- x6 Spent/used 12ga shotgun shells
- Drug packaging material

On September 23, 2022, Huron OPP responded to a shoplifting/theft call. A male, later identified, stole a .22 cal Savage magazine from the store. Prior to the theft, the male had a conversation with store staff and made comments about having an SKS rifle and a large amount of ammunition. Huron OPP investigated and subsequently put out an officer safety BOLO. On September 26, 2022, the male returned to the store and staff contacted the OPP. The male was arrested and charged. Elgin/Middlesex CSCU and Huron/Perth CSCU became involved and authored a Section 487.1

Telewarrant to Search. On September 26, 2022, members of the Elgin/Middlesex CSCU and Huron/Perth CSCU executed the search warrant. Police located a loaded, sawed off 12ga shotgun, with four shells in the magazine tube and serial number obliterated. Spent shells, other gun parts were also located. Police seized 75gms of cocaine along with other indicia of drug trafficking (total value \$8,764).



Possess Stolen Property: Number of charges: 4

Seized Items:

- 2019 Hyundai Tucson
- 28 Vicodin (Hydrocodone)
- 6gms Fentanyl
- 5.6gms Methamphetamine
- Makita 2 Tool Driver Set
- Milwaukee ½" Drill
- Segway Ninebot (battery powered scooters)
- Ryobi 18V Battery
- Milwaukee Shockwave Bit Set
- Dewalt 20V Battery/Charger
- Nike Air Jordan Shoes
- Break and Enter Tools

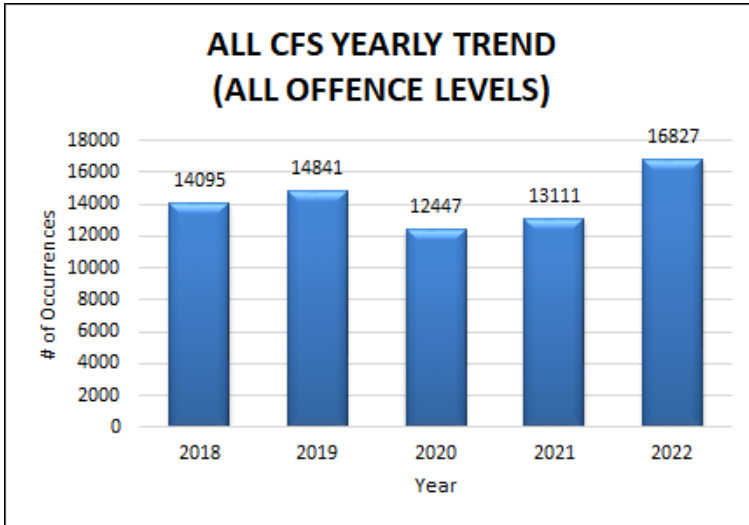
Elgin and Middlesex Counties experienced a surge in Break and Enters to car dealerships and auto service stations in 2022. On August 30, 2022, CSCU members located a stolen vehicle that was involved in previous break and enters. The suspect and another male were observed leaving the property and walking towards the stolen vehicle. CSCU intercepted both males and arrested them. The second male turned out to be the individual who was the subject of a previous search warrant executed by CSCU. Quantities of fentanyl and methamphetamine were located on the suspect along with the keys to the stolen vehicle. Members of Elgin/Middlesex CSCU and Oxford CSCU executed the search warrant resulting in police locating stolen property that assisted in solving thefts and break and enters in the area (approx. value \$33,195).



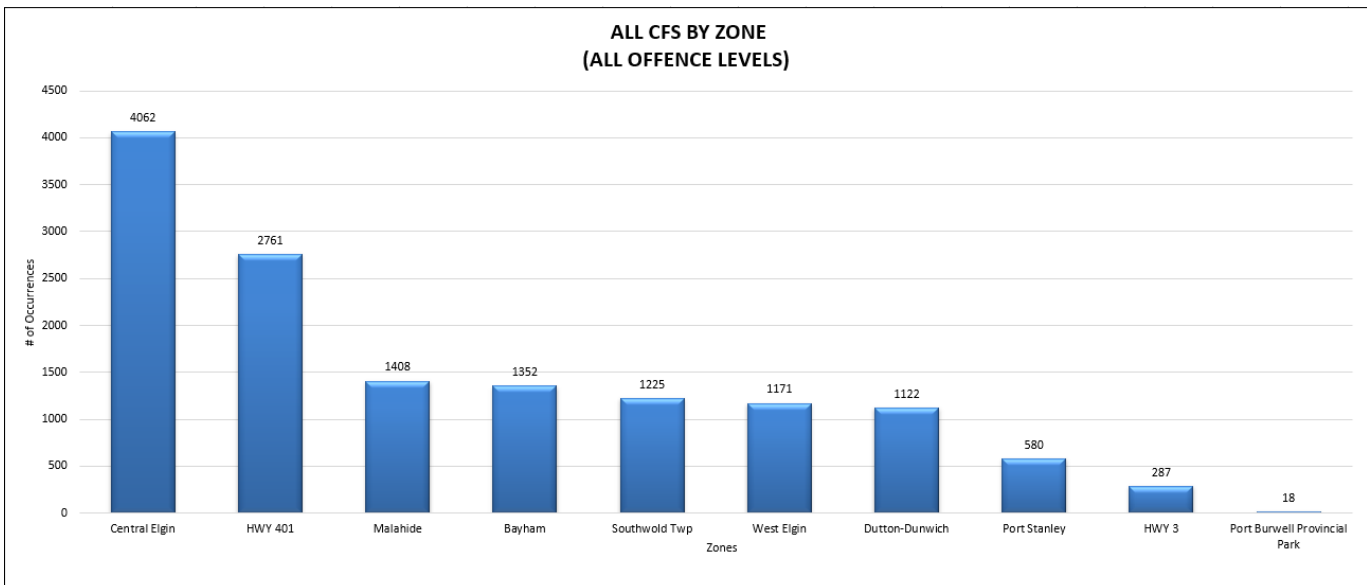
Detachment Statistics



All Calls for Service 2018-2022



All Calls for Service by Zone - 2022



Traffic Safety



The safety of motorists on Elgin County roads has always remained a priority for Elgin Detachment. Our Traffic Management Team (TMU) is dedicated to enforcement and response to traffic complaints within the County.

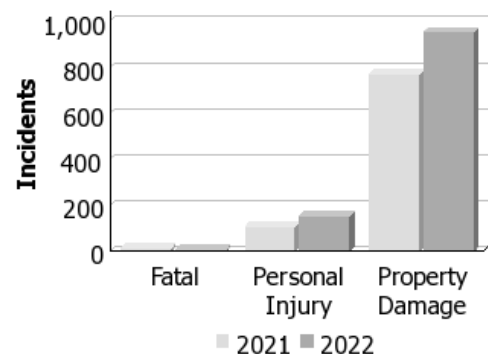
Elgin County OPP Officers conducted 690 static RIDE checks in 2022, including RIDE initiatives performed and funded through our RIDE Grant Funding Stream. For 2022, Elgin County was awarded \$14,900 for RIDE checks, with all of the funds used to support RIDE checks throughout Elgin County.

We have seen a significant increase in motor vehicle collisions in Elgin County in 2022 with a total of 1111. In 2021, our total collisions amounted to 887 for the year. The single largest causal factor increase during 2022 was animal related. Another factor for the increase was the implementation of a Collision Reporting Centre which permits drivers from out of jurisdiction to report collisions to the Elgin County Detachment. We will continue to use statistical analysis and focus on targeted enforcement of Impaired Driving, Aggressive Driving, Seat Belt Use, and Distracted Driving to attempt to bring the total crashes down.

These four factors can often be the difference between a minor crash with no injuries and a major crash resulting in injuries or death. Below are the comparison tables outlining collision statistics in Elgin County between 2021 – 2022.

Motor Vehicle Collisions by Type

Incidents	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Fatal	10	5	-50.0%	10	5	-50.0%
Personal Injury	107	153	43.0%	107	153	43.0%
Property Damage	768	953	24.1%	768	953	24.1%
Total	885	1,111	25.5%	885	1,111	25.5%



Fatalities in Detachment Area:

48

Fatalities in Detachment Area							
Incidents		January to December			Year to Date - December		
		2021	2022	% Change	2021	2022	% Change
Motor Vehicle Collision	Fatal Incidents	10	5	-50.0%	10	5	-50.0%
	Alcohol Related	1	0	-100.0%	1	0	-100.0%
Off-Road Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Motorized Snow Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Persons Killed		January to December			Year to Date - December		
		2021	2022	% Change	2021	2022	% Change
Motor Vehicle Collision		11	5	-54.5%	11	5	-54.5%
Off-Road Vehicle		0	0	--	0	0	--
Motorized Snow Vehicle		0	0	--	0	0	--

Total Collisions by Month

2022 Total Collisions by Month													
January	February	March	April	May	June	July	August	September	October	November	December	All Months	
86	90	73	65	82	105	85	66	78	128	135	118	1,111	

Total Collisions by Primary Cause

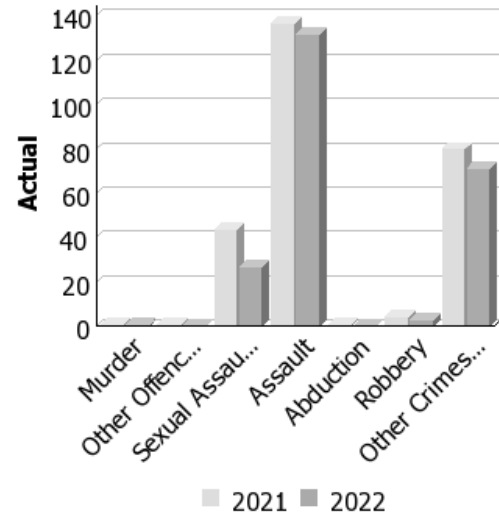
2022 Total Collisions by Primary Cause																							
Speed-excessive	Speed-Too Fast for conditions	Speed-too slow	Following too closely	Ability Impaired- Alcohol	Ability Impaired-Drugs	Pedestrian	Animal- Wild or domestic	Driver fatigue	Inattentive driver	Medical/Physical Disability for Driver	Disobeyed traffic control	Failed to yield right of way	Imp over turn	Imp over passing	Imp over lane change	Fall to share	Lost control	Distracted roadway	Mechanical failure	Other	All Incident Contributing Factors		
8	67	3	47	22	2	2	472	20	147	7	12	79	22	11	9	10	30	18	17	46	1,111		

Crime Prevention

Throughout 2022, Elgin County Detachment continued our commitment to crime prevention. A large component of this goal is the pro-active education provided through media outlets, increased officer visibility, and adherence to the principles of Intelligence Led Policing. Using analytics from the Regional Analyst we identify areas of concern and assign officers to specific focused patrols related to crime and traffic trends. The creation of our Community Street Crimes Unit in conjunction with the expertise provided by our Crime Unit has increased the effectiveness of our investigations and provided targeted enforcement.

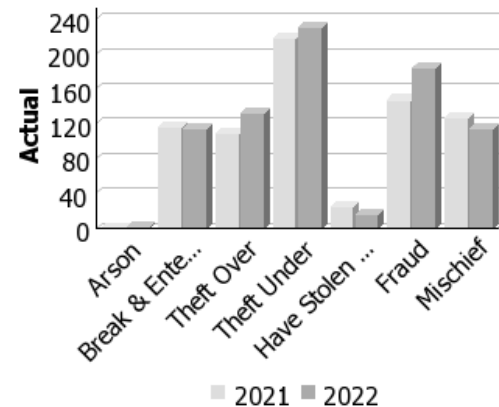
Violent Crime

Actual	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Murder	1	1	0.0%	1	1	0.0%
Other Offences Causing Death	1	0	-100.0%	1	0	-100.0%
Attempted Murder	0	0	--	0	0	--
Sexual Assault	44	27	-38.6%	44	27	-38.6%
Assault	137	132	-3.6%	137	132	-3.6%
Abduction	1	0	-100.0%	1	0	-100.0%
Robbery	4	3	-25.0%	4	3	-25.0%
Other Crimes Against a Person	80	71	-11.2%	80	71	-11.2%
Total	268	234	-12.7%	268	234	-12.7%



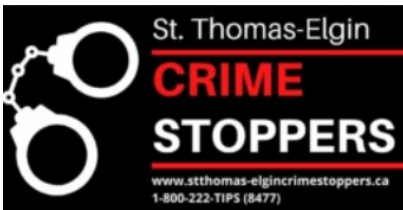
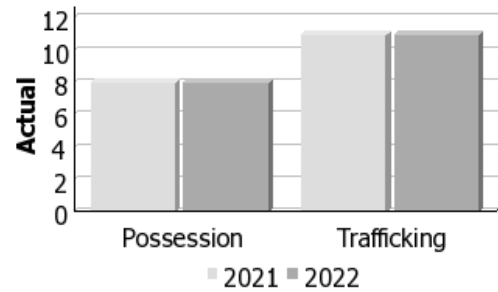
Property Crime

Actual	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Arson	0	1	--	0	1	--
Break & Enter	116	113	-2.6%	116	113	-2.6%
Theft Over	109	131	20.2%	109	131	20.2%
Theft Under	218	230	5.5%	218	230	5.5%
Have Stolen Goods	24	15	-37.5%	24	15	-37.5%
Fraud	147	184	25.2%	147	184	25.2%
Mischief	126	113	-10.3%	126	113	-10.3%
Total	740	787	6.4%	740	787	6.4%



Drug Crime

Actual	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Possession	8	8	0.0%	8	8	0.0%
Trafficking	11	11	0.0%	11	11	0.0%
Importation and Production	0	0	--	0	0	--
Total	19	19	0.0%	19	19	0.0%

St. Thomas-Elgin Crime Stoppers

Elgin County OPP continues to support the London-Elgin-Middlesex Crime Stoppers Program.



Financial Reports

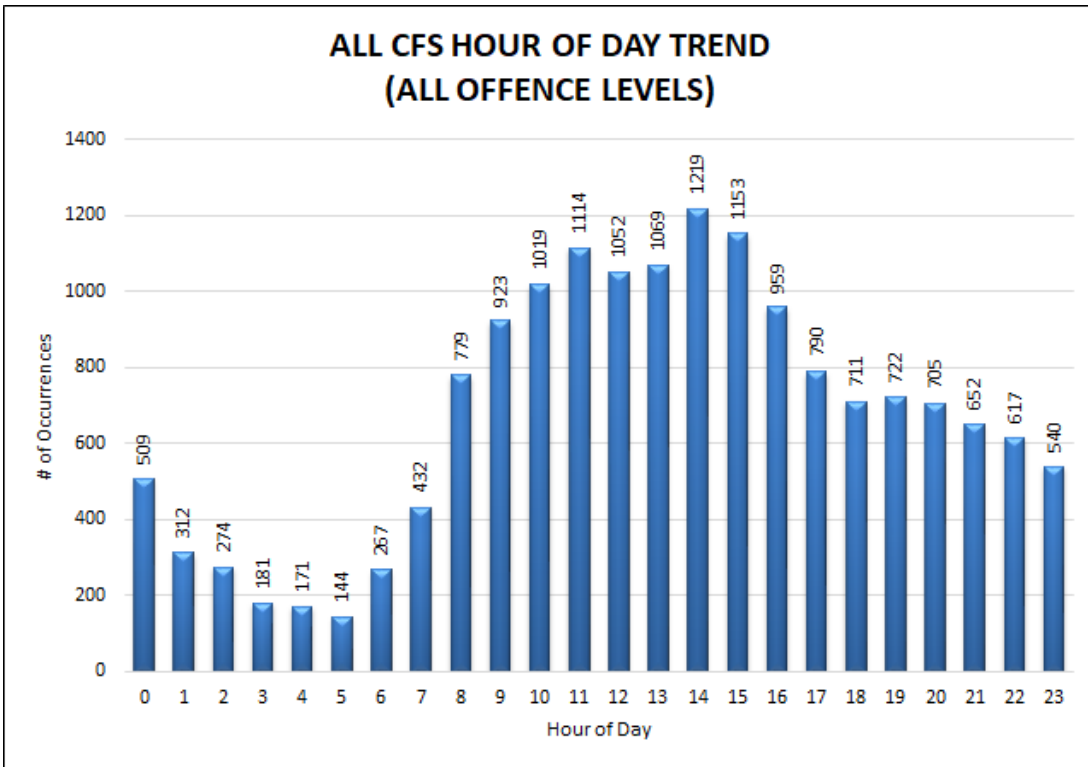
Elgin Group Annual Billing Report

The average 2022 municipal policing cost per property (for municipalities billed applying the OPP Billing Model) across the province (including the cost of all contract enhancements) is \$354.80, a decrease of \$0.26. The total estimated cost recovery is up by \$5.9M or 1.4%.

The 2022 Estimate of Base Services cost per property is a record low at \$172.07. The trend of year over year increased Calls for Service workload allocation continues. The 2022 Base Services vs. Calls for Service workload allocation split is 51.3% : 48.7% (2021 - 53.1% : 46.9%).

The total 2020 reconciled costs recovered under the billing model were slightly lower than estimated, a 0.2% reduction, while the total 2020 reconciled Base and Calls for Service costs were slightly higher than estimated, up 0.8% due to cost increases in benefits (WSIB, pensions, and termination pay). Overall, overtime cost increased slightly compared to estimated, up 0.6%. Court security and prisoner transportation costs were less than estimated by 20% and 37% respectively. Contract enhancements were 13% less than estimated.

Elgin County OPP remain committed to the efficient implementation of cost effective policing and have implemented a number of strategies to reduce the use of overtime, including the creation of overlap shifts from 2:00 pm to 2:00 am, and noon to midnight shifts to match peak time frames for calls for service. In addition, there are target staffing policies that govern when officers are called in to work on overtime.



Elgin Group Revenue Report - Criminal Record Checks

In 2022, Criminal Record Check completion transitioned to an online application and are no longer completed at the local detachment level.

R.I.D.E. Grant

Each year, Elgin County OPP completes an application for a RIDE Grant through Mothers Against Drinking and Driving. In 2022, Elgin OPP received \$14,800 to fund police officers at RIDE checks throughout the County, with the bulk of those checks occurring during the Festive RIDE Season. We are very proud and appreciative to be partners with Mothers Against Drinking and Driving in the fight to keep impaired drivers off our roadways.



Elgin County OPP Supports our Members and the Communities We
Police



2022 Childhood Flag Raising Ceremony



Operation Freeze 2022



February 10, 2023

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
6023 Monk Blvd. Montréal, Quebec
H4E 3H5

The Honourable Marco Mendicino
Minister of Public Safety
Confederation Building, Suite 203
House of Commons Ottawa, Ontario
K1A 0A6

Dear Minister Lametti and Minister Mendicino:

I write to you in my capacity as Chairman of the Elgin Group Police Services Board to urge immediate action from the federal government to improve Canada's bail system for the protection of the public and our heroic first responders. Fueling our call for reform is our experience with the bail system that quickly returns people accused of crimes to the community only to see them regularly and willfully disregard their release conditions.

There is a growing call nationwide for systematic changes to prevent accused persons on bail from committing further criminal acts. The justice system needs to keep anyone who poses a threat to public safety off the streets, not only to protect our first responders, but also to protect our community as a whole. This protection starts with meaningful changes to the *Criminal Code*, an area solely within the federal government's jurisdiction.

In making this call to action, we understand that bail legislation must balance the rights of the accused, as outlined in Canada's *Charter of Rights and Freedoms*, with public safety and confidence in the criminal justice system. We also recognize that the imposition of restrictive bail conditions can lead to social marginalization and criminalization and can make it difficult for some individuals to complete their bail without breaching conditions.

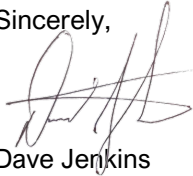
We understand that focusing solely on bail reform in isolation is unlikely to enhance public safety. Instead, we urge you to consider the following:

- 1.) Quick decisions on bail: This will help reduce the amount of time accused people spend in the community before they serve their sentences.
- 2.) Ready access to community resources: Homelessness, mental health issues, substance and addiction issues all make access to bail and adhering to bail conditions very challenging.

- 3.) Enhanced funding for bail supervision programs: These programs can be a cost-effective way to monitor accused people with higher risk or needs in the community and can help connect individuals with the resources and services they need.
- 4.) Inter-agency collaboration: Enhanced communication and collaboration among social service agencies, courts and police will improve the efficiency and effectiveness of bail.
- 5.) Data collection of bail statistics: Collecting meaningful data will help make evidence-based responses.

We believe that these recommendations will help strengthen Canada's bail system and enhance public safety, while also upholding the rights of accused individuals.

Sincerely,



Dave Jenkins
Chairman
Elgin Group Police Services Board

Cc: Karen Vecchio, MP – Elgin-Middlesex-London
Rob Flack, MPP – Elgin-Middlesex-London
Local Municipal Partners
Elgin Group Police Services Board



**East Elgin Community Complex Board of Management
Minutes
February 21, 2023 – 7:00 p.m.
EECC Blueline Room**

The East Elgin Community Complex Board of Management met at 7:00 p.m. with the following present:

Aylmer Council: Mayor J. Couckuyt, Deputy Mayor P. Barbour, Councillor J. Chapman, Councillor K. Desrosiers, Councillor A. Oslach, Councillor J. Rauhe, Councillor W. Vanraes

Malahide Council: Mayor D. Giguère, Deputy Mayor M. Widner, Councillor R. Cerna, Councillor C. Glinski, Councillor S. Leitch,

Staff: Aylmer Chief Administrative Officer A. Grozelle, Malahide Chief Administrative Officer. A. Betteridge, Aylmer Manager Parks and Recreation T. Polland, Aylmer Associate Director of Infrastructure and Operations T. Koning, Aylmer Treasurer H. Sachs, EECC/ Parks Coordinator D. Broer, Aylmer Director of Legislative/ Corporate Services J. Brick

Absent: Councillor S. Lewis, Councillor J. H. Wilson

1. WELCOME - Chair - Mayor Giguère

2. CONFIRMATION OF AGENDA

(a) Confirmation of Agenda

Resolution No.9-23

Moved by Board Member Cerna and seconded by Board Member Desrosiers:

That the Board adopts the Agenda for the meeting of February 21, 2023 as presented.

The motion is Carried.

3. **DECLARATION OF PECUNIARY INTEREST**

4. **DELEGATIONS AND PUBLIC MEETINGS**

5. **APPROVAL OF PREVIOUS MINUTES**

- (a) Minutes of the EECC Board Meeting held on January 31, 2023

Resolution No.10-23

Moved by Board Member Oslach and seconded by Board Member Rauhe:

That the Board approves the following minutes:

a) Minutes of the EECC Board Meeting held on January 31, 2023

The motion is Carried.

Public Meeting for 2023 Budget

- (a) EECC Administrator - Report CAO 10-23 East Elgin Community Complex – Proposed 2023 Operating and Capital Budget

The EECC Administrator and Town of Aylmer Treasurer presented Report CAO 10-23 East Elgin Community Complex regarding the Proposed 2023 Operating and Capital Budget.

The Board addressed the associated resolution following consideration of Item 7 (h).

6. **CORRESPONDENCE**

- (a) Letter from Malahide Council - EECC Ice Resurfacer

Resolution No.11-23

Moved by Board Member Widner and seconded by Board Member Cerna:

That the Board receives the letter from Malahide Council regarding the EECC Ice Resurfacer for information

The motion is Carried.

7. **ACTION ITEMS**

- (a) EECC/Parks Coordinator- Report OPNS 02-23 - East Elgin Community Complex – Public skating Sponsorship

Resolution No.12-23

Moved by Board Member Rauhe and seconded by Board Member Chapman:

That Report OPNS 02-23 entitled East Elgin Community Complex Public Skating Sponsorship program be received for information.

The motion is Carried.

- (b) EECC/ Parks Coordinator - Report OPNS 03-23 - Event Update: Canada Day 2023

Resolution No.13-23

Moved by Board Member Vanraes and seconded by Board Member Desrosiers:

**That Report OPNS 03-23 entitled Event Update: Canada Day 2023 be received for information; and,
That the EECC Board of Management approve and allocate \$10,000 for the EECC to host the 2023 Canada Celebrations for those activities outlined in the report; and further,
That this report be forwarded to the Township of Malahide and Town of Aylmer Councils for (pre)budget approval to facilitate timely event planning.**

The motion is Carried.

- (c) Director of Corporate Services/ Clerk - Report CLRK 12-23 – Governance Review Committee – Establish Terms of Reference

Resolution No.14-23

Moved by Board Member Desrosiers and seconded by Board Member Chapman:

**That Report CLRK 12-23 entitled East Elgin Community Complex – Governance Review Committee – Establish Terms of Reference, be received as information; and,
That the Board approves the DRAFT East Elgin Community Complex Governance Review Committee Terms of Reference as presented; and further,
That the Board directs the Councils of the Town of Aylmer and Township of Malahide to appoint members to the Governance Review Committee in accordance with the approved Terms of Reference.**

The motion is Carried.

- (d) EECC Administrator - Report CAO 11-23 - Green and Inclusive Community Buildings Program – Grant Prioritization

Resolution No.15-23

Moved by Board Member Chapman and seconded by Board Member Rauhe:

**That Report CAO 11-23 entitled East Elgin Community Complex Green and Inclusive Community Buildings Program – Grant Prioritization, be received for information; and
That the EECC Board approve of prioritizing combined HVAC projects as the top priority for the GICB Grant and provide direction upon whether to submit a second grant related to compressor replacements.**

The motion is Carried.

- (e) EECC Administrator - Report CAO 12-23 - Roof top Desiccant Unit – Provision of Summer Ice

Resolution No.16-23

Moved by Board Member Desrosiers and seconded by Board Member Chapman:

**That Report CAO 12-23 entitled East Elgin Community Complex East Elgin Community Complex – Rooftop Desiccant Unit – Provision of Summer Ice, be received for information; and
That the EECC Board direct staff to solicit quotations for repaired of the rooftop desiccant unit, subject to the final approval by each respective Council.**

The motion is Carried.

- (f) Associate Director of Infrastructure and Operations - Report OPNS 04-23 - East Elgin Community Complex – New Ice Resurfacer Tender Award

Resolution No.17-23

Moved by Board Member Barbour and seconded by Board Member Chapman:

That Report OPNS 04-23 relating to the East Elgin Community

Complex - New Ice Resurfacers Tender Award be received for information; and

The EECC Board endorses Option A selecting the Tender submitted by Resurface Corp. in the amount of \$ 87,790.00, excluding HST, and forward to the respective Councils of Malahide and Aylmer for final endorsement and award prior to the consideration of the EECC 2023 Budget.

The motion is Carried.

- (g) EECC Administrator - Report CAO 13-23 - User Fees

Resolution No.18-23

Moved by Board Member Vanraes and seconded by Board Member Couckuyt:

That Report CAO 13-23 entitled East Elgin Community Complex User Fees, be received for information.

The motion is Carried.

- (h) EECC Administrator - Report CAO 14-23 - EECC Q3 Budget to Actual

Resolution No.19-23

Moved by Board Member Leitch and seconded by Board Member Oslach:

That Report CAO 14-23 entitled East Elgin Community Complex Quarterly Financial Summary Report – Q3 be received for information.

The motion is Carried.

Resolution No.20-23

Moved by Board Member Oslach and seconded by Board Member Rauhe:

That Report CAO 10-23 entitled East Elgin Community Complex – Proposed 2023 Operating and Capital Budget be received for information; and

That the EECC Board direct staff to present the final 2023 Budget with inclusion of any amendments directed by the Board.

The motion is Carried.

8. INQUIRIES BY MEMBERS

Board Member Leitch inquired about a tour of the facility for new board members. Staff will follow up and canvas for acceptable dates.

Board Member Cerna spoke to the new meeting seating setup and expressed his desire to encourage more discussion.

9. CLOSED SESSION

10. ADJOURNMENT

(a) Adjournment

Resolution No.21-23

Moved by Board Member Glinski and seconded by Board Member Widner:

That the Board do now adjourn at 8:59 p.m.

The motion is Carried.

Board Clerk

Board Chair

February 22, 2023

Town of Aylmer Council
Town of Malahide Council

Re: EECC Governance Review Committee Appointments

Dear Members of Council,

At their meeting on February 21, 2023, the East Elgin Community Complex Board of Management passed the below resolution:

Resolution No.14-23

Moved by Board Member Desrosiers and seconded by Board Member Chapman:

That Report CLRK 12-23 entitled East Elgin Community Complex – Governance Review Committee – Establish Terms of Reference, be received as information; and,

That the Board approves the DRAFT East Elgin Community Complex Governance Review Committee Terms of Reference; and further,

That the Board directs the Councils of the Town of Aylmer and Township of Malahide to appoint members to the Governance Review Committee in accordance with the approved Terms of Reference.

The resolution requests the Town of Aylmer Council and Town of Malahide Council to appoint members to the Governance Review Committee in accordance with the approved Terms of Reference. The following template resolution is offered:

Resolution No. _____-23

THAT the Council of the _____ receive the EECC Board letter regarding the EECC Governance Review Committee Appointments; and, THAT the Council of the _____ appoint _____ and _____ to serve on the EECC Governance Review Committee.

Thank you,

Josh Brick, EECC Board Clerk
Director of Corporate/Legislative Services, Town of Aylmer
46 Talbot Street West, Aylmer, ON N5H 1J7
519-773-3164 Ext. 4911 | Fax 519-765-1446
jbrick@town.aylmer.on.ca | www.aylmer.ca

Attachments:

Report CLRK 12-23

EECC Governance Review Committee Terms of Reference

EECC BOARD



Report CLRK 12-23

EAST ELGIN
Community Complex

Report Title:	East Elgin Community Complex – Governance Review Committee – Establish Terms of Reference
Submitted for:	February 21, 2023
Report Author:	Josh Brick, Director of Corporate Services/ Clerk
<input type="checkbox"/> Receive for Information	<input checked="" type="checkbox"/> Recommendation

Recommendation:

That Report CLRK 12-23 entitled East Elgin Community Complex – Governance Review Committee – Establish Terms of Reference, be received as information; and,

That the Board approves the DRAFT East Elgin Community Complex Governance Review Committee Terms of Reference; and further,

That the Board directs the Councils of the Town of Aylmer and Township of Malahide to appoint members to the Governance Review Committee in accordance with the approved Terms of Reference.

Background and Analysis

At their Regular Meeting on January 31, 2023, the East Elgin Community Complex Board passed the below Resolution 4-23:

Moved by Member Giguere, Seconded by Member Lewis:

That an ad-hoc governance committee be formed containing two (2) members from both the Town of Aylmer and Township of Malahide, and both respective municipal Chief Administrative Officers; and further,

That the Report CAO 03-23 – East Elgin Community Complex Governance Review be referred to that ad-hoc governance committee.

Carried.

To support follow up on this Board resolution, staff have prepared a DRAFT Terms of Reference for Board review and approval.

The DRAFT Governance Committee Terms of Reference is intended to be complimentary to the East Elgin Community Complex Board Procedure By-Law 19-01 in guiding the actions of the Committee.

Within the DRAFT Governance Committee Terms of Reference there are provisions for: Committee Background, Purpose, Membership, Term, Remuneration, Reporting, the role of the Chair, Meetings, Quorum, Agendas and Minutes and Staff Support.

Notably, the Purpose of the Committee, as outlined in Section (2) states:

The purpose of the Committee shall be to review and provide the East Elgin Community Complex Board advice relating to governance issues. Governance issues include matters that are generally related to:

- *East Elgin Community Complex Board Procedure By-Law 01-19 as amended;*
- *East Elgin Community Complex Board Terms of Reference as amended; and,*
- *Staff Report CAO 03-23 – East Elgin Community Complex Governance Review (referred from January 31, 2023 Regular Board Meeting).*

Once the DRAFT Governance Review Committee Terms of Reference are approved by the Board, appointments from each respective Council may be made.

To confirm those appointments, each respective Municipal Council should amend their Appointment By-Law to reflect the required appointments to the Governance Review Committee (two Council-Member Representatives and each respective Chief Administrative Officer). After notices of resolution relating to municipal appointments are received by the Committee Recording Secretary (Town of Aylmer Clerk or designate), an inaugural meeting of the Committee will be called at a time that is agreed upon by all appointed Committee Members.

Consultation

Township Staff have reviewed this report. Township Staff have no objections to the information and recommendations provided herein.

Attachments:

Attachment A – East Elgin Community Complex Governance Review Committee – DRAFT Terms of Reference

Respectfully submitted,

Josh Brick, Director of Corporate Services/ Clerk

<input checked="" type="checkbox"/> Reviewed by Andy Grozelle, EECC Administering CAO

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 23-15

Being a By-law to provide for the naming of persons to positions and to appoint such members as are necessary to the various Boards/Committees as representatives of the Municipal Council.

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 Section 195 of the Municipal Act, 2001, as amended, provides for the Council to appoint members to the various Boards and Committees of the Municipality;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of naming of persons to positions and of appointing officers to the various Boards, Committees and Commissions, as deemed appropriate by Council;

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

1. THAT the appointments to the various Boards, Committees and positions shall be in accordance with Schedule "A" attached hereto and forming a part of this By-law.
2. THAT these appointments are for the period as duly indicated in the said Schedules "A", saving and excepting that the Council may alter these appointments and that all members shall continue to hold office until re-appointed or replaced.
3. THAT By-law Nos. 22-88 and 23-01 insofar as they relate to the naming of persons to positions and the appointments to various Boards and Committees, be and the same are hereby repealed.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 2nd day of March, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 2nd day of March, 2023.

Mayor, D. Giguère

Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
SCHEDULE "A" TO BY-LAW NO. 23-15**

Position	Name of Appointment	Term of Office
Weed Inspector	Jeff Lawrence	Term of Council
Aylmer Cemetery Board	Rick Cerna	Term of Council
Aylmer-Malahide Museum Board	Sarah Leitch	Term of Council
EECC Board	Dominique Giguère Mark Widner Sarah Leitch Johnny Wilson Rick Cerna Scott Lewis Chester Glinski	Term of Council
Aylmer Area Secondary Water System Board of Management and Port Burwell Secondary Water System Board of Management	Chester Glinski Mark Widner (alternate)	Term of Council
Elgin Area Primary Supply System - Elgin Board	Aylmer representative Mark Widner (alternate)	Term of Council
Catfish Creek Conservation Authority	Scott Lewis	Term of Council
Kettle Creek Conservation Authority	John H. Wilson	Term of Council
Long Point Region Conservation Authority	Bayham Representative <i>*determined in consultation with the Municipality of Bayham</i>	Term of Council
Elgin Group Police Services Board	Dominique Giguère	Term of Council
Committee of Adjustment	Dominique Giguère Mark Widner Sarah Leitch John H. Wilson Rick Cerna Scott Lewis Chester Glinski	Term of Council
Elgin County Land Division Committee	Dave Jenkins	Term of Council
Terrace Lodge Fundraising Committee	Sarah Leitch	Term of Council
Equipment/Fleet Committee	Mark Widner Scott Lewis	Term of Council
Community Emergency Management Program Committee	Dominique Giguère Mark Widner	Term of Council

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW 23-14**

Being a By-law to authorize the execution of a Grant Agreement with Federation of Canadian Municipalities, for the Municipal Asset Management Program.

WHEREAS Section 5(3) of the Municipal Act, 2021, 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 wished to enter into a Grant Agreement with Federation of Canadian Municipalities, for the Municipal Asset Management Program.;

AND WHEREAS a copy of the said Grant Agreement between Federation of Canadian Municipalities and The Corporation of the Township of Malahide is attached hereto;

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

1. THAT the entering into the Grant Agreement with Federation of Canadian Municipalities 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 Grant Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of the By-law.
3. THAT the said Grant Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 2nd day of March, 2023.

READ A **THIRD** time and **FINALLY PASSED** this 2nd day of March, 2023.

Mayor, D. Giguère

Clerk, A. Adams

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF MALAHIDE

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded the Municipal Asset Management Program, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"**Agreement**" means this agreement, including all schedules, and all amendments or restatements as permitted;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Claim**" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"**Confidential Information**" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"**Eligible Activities**" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"**Eligible Expenditure Date**" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"**Eligible Expenditures**" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"**Grant**" means the grant set forth in Article 2;

"Grant Amount" means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

"Indemnified Parties" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Parties" means FCM and the Recipient, and **"Party"** refers to any one of them;

"Project" means the project described in Part 2 of Schedule A attached hereto;

"Project End Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

"Project Start Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

"Receiving Party" has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules, which may be amended by FCM from time to time, form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Contribution Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate

Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance

with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) ensure that Project contracts are awarded in a way that is fair, transparent, competitive and consistent with value for money principles (the optimal combination of quality, service, time and cost considerations, over the useful life of the good, service or asset acquired for the purposes of Eligible Activities);
- (e) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project
- (f) comply with FCM's reporting requirements by using the latest version of the report templates, provided for indicative purposes in Schedule C, Part 2, which are amended from time to time by FCM and made available to the Recipient after signature of the Agreement; and
- (g) repay any amounts owed to FCM, as determined by FCM, within 30 days of receiving such notice by FCM.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the end date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after the end date of this Agreement, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the "Recipient Documentation") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

ARTICLE 8 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

ARTICLE 9 NO BRIBES

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

ARTICLE 10 AUDIT AND ACCESS

- 10.01 Audit and Access.
- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
 - (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2031.
 - (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to

communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.

- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

ARTICLE 11 CONFIDENTIALITY

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 12 TERMINATION

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;

- (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination, within 30 days of receiving such notice by FCM;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. The Recipient cannot assign this Agreement without the prior written consent of FCM.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed

shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

CORPORATION OF THE TOWNSHIP OF MALAHIDE

Per: _____
Name: Adam Betteridge
Title: Chief Administrative Officer
Date: Feb 16/23

Per: _____
Name: Dominique Giguère
Title: Mayor
Date: Feb 16/23

We have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES

Per: _____
Name: Geneviève Thouin
Title: Project Director, MAMP
Date: _____

I have authority to bind FCM herein.

Schedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C;
- FCM has agreed to include a one-time 60-day Period of Funding extension for the delivery of the Project in this agreement;
- No further extensions will be granted.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 17056 – Township of Malahide, Ontario

Project Title: Asset Management Program Enhancements

Project Sector: Asset Management (MAMP)

Project Type: MAMP Projects

Project Start Date	Project End Date
1 September 2021	28 October 2022

Project Description

The Township of Malahide will advance its asset management program, through activities including: a review of the current Asset Management practices including assessment protocols on all of the asset classes, engaging staff to embrace new system and processes, moving asset management from third party undertaking to in house preparation and development, and training staff on O.Reg. 588/17 requirements. These activities will ensure that the Municipality is working towards filling any existing gaps, maintaining updated assets condition data through a source managed AM system and having staff and council embed asset management decision forecasting in its long-term budget planning for the community.

Activity	Deliverable
1. Complete Municipal Roads Inventory and Condition Assessment	A document or set of documents including: <ul style="list-style-type: none"> A copy of the third-party Road Needs Study and Capital Improvement Plan for 470 km of road network.
2. Identify and Train Cross-Functional Team and Develop Roles	A document or set of documents including: <ul style="list-style-type: none"> A list of cross-functional team members and their roles; A copy of asset management training materials; Copies of attendance sheets for any training sessions; A copy of the Ontario Good Roads Asset Valuation & Capital Investment Planning course syllabus.
3. Prepare and Implement Core Asset Management Plan	A document or set of documents including: <ul style="list-style-type: none"> Copy of Township Council endorsed Core Asset Management Plan for roads, bridges and culverts, water, and wastewater.

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Complete Municipal Roads Inventory and Condition Assessment	1 September 2021	28 October 2022			
Road Needs Study by third party.			\$24,065.00	\$0.00	\$24,065.00
Capital Improvement Plan or Report on Roads asset base based on third party Road Needs Study			\$0.00	\$0.00	\$0.00
Activity 1 Subtotals			\$24,065.00	\$0.00	\$24,065.00
Identify and Train Cross Functional Team and Develop Roles	1 September 2021	28 October 2022			
Identify cross functional team members and their roles			\$0.00	\$0.00	\$0.00
Implement Asset Management Analyst corporate permanent position			\$0.00	\$0.00	\$0.00
Ontario Good Roads Training to achieve Municipal Asset Manager designation			\$1,975.00	\$0.00	\$1,975.00
Activity 2 Subtotals			\$1,975.00	\$0.00	\$32,500.00
Prepare and Implement Core Asset Management Plan	1 September 2021	28 October 2022			
Prepare Asset Management Plan for Core Assets per O.Reg. 588/17 timeline			\$50,000.00	\$0.00	\$50,000.00
Train team members on software use and data analysis			\$0.00	\$0.00	\$0.00
Activity 3 Subtotals			\$50,000.00	\$0.00	\$50,000.00
Total Expenditures			\$76,040.00	\$0.00	\$76,040.00

Total Eligible Expenditures	\$76,040.00
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Schedule A**Part 3 Reporting Requirements and Project Deliverables**

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	20 January 2023	The content and format of this report is provided in Schedule C, Part 2.

Schedule B**Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the "**Grant Amount**") that is equal to the lesser of:

the sum of fifty thousand dollars (\$50,000.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B**Part 2 Particulars of the Sources of Funding**

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed Day month year	Amount (\$)	% of total budget
FCM Grant	Grant	Y	25 February 2021	\$50,000.00	80.0%
<i>Township of Malahide</i>	Reserves	Y	18 June 2020	\$26,040.00	20.0%
Total funding:				\$76,040.00	100.0%

Budget total expenditures	\$76,040.00
Budget total Eligible Expenditures	\$76,040.00

Schedule B**Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Maximum Amount of Disbursement
Final Report	20 January 2023	20 February 2023	\$50,000.00

Period of Funding:

The Period of Funding is defined as the period between the Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim**[LETTERHEAD OF THE RECIPIENT]**

[Address]
[Date]

Federation of Canadian Municipalities
 24 Clarence Street
 Ottawa, Ontario
 K1N 5P3

Attention: Anjali Parikh
 Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 17056 Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Malahide(“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the Agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C);
- The deliverables (as indicate in the final report);
- Letter of Attestation;
- Expense Claim.

In addition, I have also attached the following documents:

- An updated statement of funding sources and amounts (Part 2 of Schedule B); and
- The request to receive payment by direct deposit.

Signature: _____ Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]**[Address]****[Date]**

TO: The Federation of Canadian Municipalities

This letter of attestation (the "**Letter**") is issued pursuant to the Agreement #17056 (project number) dated [REDACTED] (the "**Agreement**") between the Federation of Canadian Municipalities ("**FCM**") and Corporation of the Township of Malahide (the "**Recipient**"), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the "**Expense Claim**").

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

 Name and title of authorized officer of Recipient

 Signature

 Date

Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MAMP 17056
Project Title	Asset Management Program Enhancements

The following expenditures have been incurred from the period between Day Month Year and Day Month Year for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
1. Complete Municipal Roads Inventory and Condition Assessment	\$24,065.01			
2. Identify and Train Cross Functional Team and Develop Roles	\$1,975.00			
3. Prepare and Implement Core Asset Management Plan	\$0.00			
Total Expenditure (\$)	\$50,000.00	\$	\$	\$

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

REQUEST TO RECEIVE PAYMENT BY DIRECT DEPOSIT (EFT)

Applicant Information (please print to sign)




NEW APPLICATION



UPDATE EXISTING INFORMATION

GRANTS / LOANS RECIPIENT 

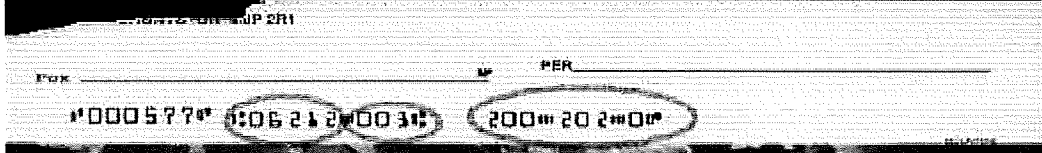
Recipient/Vendor Name			
Address			
City	Province 	Select...	Postal Code
Email address for remittance advice			
Name			
Title		Phone	
Signature		Date (DD/MM/YYYY)	



I (We) agree to authorize FCM to deposit payments directly to the below-noted account.

Please attach a void cheque or have your bank/financial institution complete the following:

Financial Institution Information - Please have your financial institution complete the following



Financial Institution (FI) Transit Number	FI Number (3 digit number)	Account number (max 12 digit number)
FI Name		
FI Address		
Name of FI Officer		
Title of FI Officer		
Signature of FI Officer		
Phone # of FI Officer		

Please scan and email the completed form to your contact at FCM

Schedule C

Part 2 Completion Report Template**FINAL REPORT**

FCM's Municipal Asset Management Program (MAMP)

This template is provided for information purposes only. The final version, to be submitted as part of the final reporting requirement, may be subject to change.

Project number	(Pre-filled by MAMP)(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/No	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the Asset Management Readiness Scale. We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)	
1. Policy and governance	(Pre-filled by MAMP)	Choose a level	Policy and objectives	
			Strategy and frameworks	
			Measurement and monitoring	
2. People and leadership	(Pre-filled by MAMP)	Choose a level	Cross-functional groups	
			Accountability	
			Resourcing and commitment	
3. Data and information	(Pre-filled by MAMP)	Choose a level	Asset data	
			Performance data	
			Financial data	
4. Planning and decision-making	(Pre-filled by MAMP)	Choose a level	Documentation and standardization	
			Asset investment plans	
			Budgets	
5. Contribution to asset management practice	(Pre-filled by MAMP)	Choose a level	Training and development	
			Knowledge sharing — internal	
			Knowledge sharing — external	

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?
Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- ☐ The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- ☐ Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

☐ Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

10. Comments (for FCM internal use) (optional)

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

11. Testimonials (for public use) *(optional)*

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

- ☐ Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

- ☐ By typing my name below and submitting this report, I am providing my signature and I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

"© 202X, **Corporation of the Township of Malahide** . All Rights Reserved.
The preparation of this project was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

Schedule C

Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 1 September 2021.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> Any expenditure incurred prior to FCM's eligible expenditure date. Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> Communication expenditures (e.g. long-distance calls or faxes). Outsourced printing or photocopying. Acquisition of documents used exclusively for the project. Document translation. Transportation, shipping and courier expenditures for delivery of materials essential for the project. Design and production of communication products to promote project outcomes and benefits to the public. 	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> Office space, real estate fees and supplies. Financing charges and interest payments. Promotional items. Permits or certifications. Advertising, website development, project education materials or expenditures to disseminate project communications products. Hospitality expenses (food and drink, alcohol, entertainment, etc.).

3) Capital Expenditures	<p>Purchase of software related to asset management</p> <p><i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i></p>	<ul style="list-style-type: none"> Any other capital expenditures or amortization expenses. Development of a software program
4) Equipment Rental	<ul style="list-style-type: none"> Rental of tools and equipment. Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> Expenditures associated with accessing reference materials such as standards, templates and toolkits. Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. Food and drink, to the extent that these costs comply with the Treasury Board of Canada guidelines, and to the extent that they are necessary to conduct the training/workshop sessions. 	<p>Any other hospitality expenses such as:</p> <ul style="list-style-type: none"> Food and drink Alcohol Door prizes Entertainment Music Decorations Flowers, centerpieces Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> Expenditures associated with regular business activities not related to the project. Legal fees.
8) Staff Remuneration	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project.</p> <p>The daily rate per employee shall include the following costs:</p> <p>a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</p>	<ul style="list-style-type: none"> In-kind contribution of services. Participant salaries. Expenditures related to regular business activities. Overtime Pay Bonuses / performance pay. Fringe benefits such as; <ul style="list-style-type: none"> sick days pension plan any other fringe benefits not listed as eligible Costs related to ongoing or other business activities and not specifically required for the project. Professional membership fees or dues.

	<p>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows:</p> <p>i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.

11) Travel and Accommodation	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> • Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html • <i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i> 	
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Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D**Contact Information****Notices and Requests.**

Any notice, demand, request, or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Anjali Parikh, Project Officer
Email: aparikh@fcm.ca

Recipient

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

Attention: Arundhati Mohile, Director of Finance/Treasurer
Email: AMohile@malahide.ca

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 23-11**

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 March 2, 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 2nd day of March, 2023.

READ a **THIRD** time and **FINALLY PASSED** this 2nd day of March, 2023.

Mayor, D. Giguère

Clerk, A. Adams