



The Corporation of the Township of Malahide

A G E N D A

August 4, 2022 – 7:30 p.m.

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

**** Note: Due to COVID-19 restrictions, this meeting will have limited seating capacity for Council and Municipal Staff only. The meeting will also be streamed live on YouTube.****

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 7-13)**
- (D) Presentations/Delegations/Petitions
 - Meeting to Consider – Norton Street Drain 2022 relating to property at parts of Lot 74, Concession 7, in the Township of Malahide **RES 2-3 (Pages 14-15)**
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - (ii) Director of Public Works
 - Port Bruce Traffic Calming **RES 4 (Pages 16-21)**
 - Springfield Road No Parking Zone Update **RES 5 (Pages 22-26)**
 - Pressey Line 2023 Capital Request **RES 6 (Pages 27-28)**
 - FCM Funding Change of Scope **RES 7 (Pages 29-31)**
 - Imperial Road No Parking Zone Update **RES 8 (Pages 32-33)**

- (iii) Director of Finance/Treasurer
 - Annual Investment Reporting & Review **RES 9 (Pages 34-43)**
- (iv) Clerk
 - 2022 Municipal Election – Establishment of Joint Compliance Audit Committee **RES 10 (Pages 44-46)**
- (v) Building/Planning/By-law
 - Follow-up Report: Zoning By-law Amendment Application of Rockx Farms Ltd. - **RES 11 (Pages 47-51)**
 - Follow-Up Report: Zoning By-law Amendment of Frank & Sheryl Berkelmans - **RES 12 (Pages 52-55)**
- (vi) CAO
- (F) Reports of Committees/Outside Boards
- (G) Correspondence **RES 13**
 1. Association of Municipalities of Ontario - Watch File – dated July 21, 2022 and July 28, 2022. **(Pages C2-5)**
 2. Southwestern Public Health – correspondence received regarding COVID-19 Immunization for children between 6 months and 5 years. **(Pages C6-13)**
 3. Southwestern Public Health – 2021 Annual Report. **(Pages C14-15)**
 4. Town of South Bruce Peninsula – Resolution seeking assistance with the physician shortages in Ontario. **(Pages C16-19)**
 5. EPCOR – Notice of 2023 Incentive Rate Application for the Aylmer territory for rates effective January 1, 2023. **(Pages C20-21)**
 6. Aylmer Cemetery Board – Correspondence received regarding annual grant funding. **(Page C22)**
 7. Town of Aylmer – Notice of Study Completion regarding replacement of the existing water storage facility. **(Pages C23-24)**
 8. Thames Valley District School Board Planning Department – Correspondence received regarding Thames Valley District School Board's 2022 Accommodation Plan. **(Page C25)**
 9. City of Brantford - Resolution seeking support to find what regulatory action can be taken to combat money laundering in the Ontario real estate market. **(Pages 26-27)**

- (H) Other Business
- (I) By-laws
 - (i) By-law No. 22-44 – Third Reading of Glinski Drain **RES 14 (Page 56-57)**
 - (ii) By-law No. 22-56 – Vienna Line Culvert Replacement Design. **RES 15 (Pages 58-71)**
 - (iii) By-law No. 22-57 - Hacienda Road Culvert Replacement Design **RES 16 (Pages 72-85)**
- (J) Closed Session **RES 17-18**
 - (i) Labour Relations or Employee Negotiations Matter relating to a staff recruitment matter relating to the IT department.
 - (ii) A proposed or pending acquisition or disposition of land, affecting the Township relating to a shared service agreement with a local animal shelter.
 - (iii) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters.
- (K) Confirmatory By-law **RES 19 (Page 86)**
- (L) Adjournment **RES 20**

*****VIDEOCONFERENCE MEETING***

Note for Members of the Public: IMPORTANT

Please note that the Regular Council Meeting scheduled to be held on August 4, 2022 will be via videoconference only for presenters, the press and the public.

Please note that, at this time, there is not an option for the public to call in to this meeting. However, we will be livestreaming the Council Meeting via YouTube. [Please click here to watch the Council Meeting.](#)

Written comments regarding the Council Agenda items are welcome – please forward such to the Clerk at aadams@malahide.ca.

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 July 21, 2022, be adopted as printed and circulated.

2. THAT the Engineer's Report for the Norton Street Drain 2022 be accepted;

AND THAT By-law No. 22-55 being a by-law to provide for the Norton Street Drain 2022 drainage works be read a first and second time and provisionally adopted.

3. THAT the Court of Revision for the Norton Street Drain 2022 be scheduled to be held on September 1, 2022, at 7:30 p.m.

4. THAT Report No. PW-22-33 entitled "Port Bruce Traffic Calming" be received;

AND THAT the Colin Street One-Way conversion be suspended pending future budget consideration.

5. THAT Report No. PW-22-33 entitled "Springfield Road No Parking Zone Update" be received;

AND THAT no action be taken at this time to implement a No Parking Zone on Springfield Road (Elgin Road 40);

AND THAT Staff advise the County of Elgin council accordingly

6. THAT Report No. PW-22-53 entitled "Pressey Line 2023 Capital Request" be received;

AND THAT notwithstanding the 2023 Capital Budget has not yet been presented, that staff be authorized to proceed with undertaking pre-engineering services required for design of Pressey Line from Springfield Road (Elgin Road 40) to Catherine Street.

7. THAT Report No. PW-22-54 entitled "FCM Funding Change of Scope" be received;

AND THAT Township Staff not undertake procurement and implementation of Asset Management software in 2022.

8. THAT Report No. PW-22-55 entitled “Imperial Road No Parking Zone Update” be received;
AND THAT Township Staff be directed to include Phase 4 Road Safety Audit of Township Village Streets in 2023 Budget Deliberations.

9. THAT Report No. FIN 22-21 entitled “Annual Investment Report” be received;
AND THAT the Township’s Investment Policy be amended as presented.

10. THAT Report CLERK-22-09 entitled “Joint Elgin Compliance Audit Committee Appointments 2022 - Recommendation” be received for information; and,

THAT Council endorses the appointment of Christine Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Joint Elgin Compliance Audit Committee for the period of 2022-26; and further,

THAT Council considers giving three readings to the By-law confirming those appointments.

11. THAT Report No. DS-22-29 entitled “Follow-Up Report: Zoning By-law Amendment Application of Rockx Farms Ltd.” be received;

AND THAT Council finalize the approval of the subject Application by passing By-law No. 22-46.

12. THAT Report No. DS-22-30 entitled “Follow-Up Report: Zoning By-law Amendment of Frank & Sheryl Berkelmans” be received;

AND THAT Council finalize the approval of the subject Application by passing By-law No. 22-47.

13. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated July 21, 2022 and July 28, 2022. **(Pages C2-5)**
2. Southwestern Public Health – correspondence received regarding COVID-19 Immunization for children between 6 months and 5 years. **(Pages C6-13)**
3. Southwestern Public Health – 2021 Annual Report. **(Pages C14-15)**
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9. City of Brantford - Resolution seeking support to find what regulatory action can be taken to combat money laundering in the Ontario real estate market. **(Pages 26-27)**
14. THAT By-law No. 22-44 being a By-law to provide for Drainage works on the Glinski Drain, be read a third time, finally passed, and be properly signed and sealed.
15. THAT By-law No. 22-56, being a By-law to authorize the execution of an Agreement with Safe Roads Engineering for the purpose of completing the Vienna Line Culvert Replacement Design, be given first, second and third readings, and be properly signed and sealed.
16. THAT By-law No. 22-57, being a By-law to authorize the execution of an Agreement with Safe Roads Engineering for the purpose of completing the Hacienda Road Culvert Replacement Design, 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 staff recruitment matter relating to the IT department.
 - (ii) A proposed or pending acquisition or disposition of land, affecting the Township relating to a shared service agreement with a local animal shelter.
 - (iii) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters.
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. 22-58, 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 September 1, 2022, at 7:30 p.m.

The Corporation of the Township of Malahide**July 21, 2022 – 7:30p.m.**Virtual Meeting - <https://youtu.be/AS3ddxvAgSM>

Due to COVID 19 and Public Health concerns, the Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. in order to allow for physical distancing. No public attendance was permitted. The following were present:

Council: Mayor D. Mennill, Deputy Mayor D. Giguère, Councillor M. Widner, Councillor M. Moore, Councillor R. Cerna, Councillor S. Lewis, and Councillor C. Glinski.

Staff: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Public Works M. Sweetland, and Director of Finance A. Boylan

Absent: Director of Fire and Emergency Services J. Spoor

CALL TO ORDER:

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

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

N/A

MINUTES:

No. 22–303

Moved By: Mark Widner

Seconded By: Max Moore

THAT the minutes of the regular meeting of the Council held on July 7, 2022, be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Presentation – Carolyn Krahn, County of Elgin, regarding Economic Development - Welcome Home Video Campaign and Economic Development Plan

Carolyn Krahn was delayed due to a previous engagement and Council proceeded with the Council Meeting until Ms. Krahn was available to present.

REPORTS:Director of Fire & Emergency Services

- Emergency Services Activity Report – June

No. 22-304

Moved By: Rick Cerna

Seconded By: Chester Glinski

THAT Report No. F-22-10 entitled “Emergency Services Activity Report – June” be received.

Carried

Director of Finance/Treasurer

- Corporate Credit Cards

No. 22-305

Moved By: Scott Lewis

Seconded By: Dominique Giguère

**THAT Report No. FIN 22-18 entitled “Corporate Credit Cards” be received;
AND THAT Policy D-3.3 Corporate Credit Cards be amended as presented.**

Carried

- 2021 Surplus Allocation

No. 22-306

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT Report No. FIN 22-20 entitled “2021 Surplus Allocation” be received;

AND THAT the Township's 2021 property tax supported surplus in the amount of \$102,760 be transferred to the Contingency Reserve

Carried

Building/Planning/By-law

- Severance Application E16/22 – Philip M. Robinson

No. 22-307

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Report No. DS-22-34 entitled "Application for Consent to Sever of Philip M. Robinson" be received;

AND THAT the Application for Consent to Sever of Philip M. Robinson relating to the property located at Part of Lot 2, Concession 9, being Part 2 on 11R-9678 and known municipally as 47932 College Line in Kingsmill Corners be supported for the reasons set out in this Report;

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

Carried

The Mayor thanked Mr. Steele and he retired from the meeting.

PRESENTATIONS/DELEGATIONS/PETITIONS:

Presentation – Carolyn Krahn, County of Elgin, regarding Economic Development - Welcome Home Video Campaign and Economic Development Plan

Mayor Mennill thanked Ms. Krahn for her presentation and the efforts of the County Economic Development team in promoting the lower tier municipalities.

Councillor Widner inquired if the Amish Community had been considered and the services they have to offer. Ms. Krahn noted the objective is to reach out to all areas of the community and in the future, they would reach out to the Amish Community and inquire if they are interested in participating.

Deputy Mayor Giguère also thanked Ms. Krahn and the Economic Development team for their accomplishments. She noted the enterprise facilitator model being adopted as it is more of a pro-active approach. She agreed with Councillor Widner's comment as it

may not be a habit or tradition in this area for groups to access government programs. We have to engage them and help them, help each other, over the traditional model of entrepreneurs accessing government programs.

No. 22-308

Moved By: Scott Lewis

Seconded By: Max Moore

THAT the presentation of Carolyn Krahm (County of Elgin) relating to an Elgin County Economic Development, be received.

Carried

The Mayor thanked Ms. Krahm and she retired from the meeting.

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 22-309

Moved By: Rick Cerna

Seconded By: Chester Glinski

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

- (i) Long Point Region Conservation Authority – Minutes of June 1, 2022**

Carried

CORRESPONDENCE:

No. 22-310

Moved By: Mark Widner

Seconded By: Rick Cerna

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated July 7, 2022 and July 14, 2022. (Pages C3-8)**
- 2. Bonfield Township, Municipality of Brighton, Hastings County, City of Mississauga, Town of Coburg, Township of Ryerson and Municipality of Shuniah – Resolution supporting a new amber alert system be created called the Draven Alert to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death. (Pages C9-19)**
- 3. County of Elgin – Council Highlights – July 2022. (Pages C20-23)**

4. **County of Elgin – Response regarding the request to extend reduced speed zone – Village of Springfield. (Pages C24-28)**
5. **City of Owen Sound – Resolution requesting that the Ministry of Municipal Affairs and Housing review the merits of removal of municipal councillors under prescribed circumstances. (Page C29)**
6. **Municipality of Tweed – Resolution requesting that the Ministry of Agriculture, Food and Rural Affairs consider increasing the administration fee on wildlife claims to help offset the increasing costs associated with Livestock Investigation. (Pages C30-32)**
7. **Ministry of the Environment, Conservation and Parks – Correspondence received regarding the Class Environmental Assessment for Minor Transmission Facilities amendment. (Pages C33-37)**
8. **Port Bruce Ratepayers Association – Correspondence received regarding further suggestions to reduce the potential of flooding in Port Bruce. (Pages C38-40)**
9. **The Aylmer-Malahide Museum and Archives – Correspondence outlining the capital campaign launch for renovations of the new Museum building. (Pages C41-45)**
10. **Municipality of Central Elgin – Notice of an Application and public meeting concerning proposed Official Plan Amendment – 5 Year Official Plan Update (Page C46)**
11. **Municipality of Central Elgin – Notice of Passing Zoning By-law Amendment relating to the following: (Pages C47-48)**
 - **285 Bridge Street**

Carried

OTHER BUSINESS:

- Elgin Group Police Services Board - OPP Contract Extension

No. 22-311

Moved By: Max Moore

Seconded By: Rick Cerna

THAT the correspondence received from the Elgin Police Services Board, dated July 12, 2022, recommending the approval of a contract extension of one (1) year until December 31, 2023 be approved.

Carried

Councillor Widner noted that although the issue isn't occurring in Malahide he has received calls regarding the potential land development between Central Elgin and St. Thomas and has encouraged those residents to contact their Councillor, MPP and Conservation Authority etc. with their concerns.

BY-LAWS:

No. 22-312

Moved By: Mark Widner

Seconded By: Dominique Giguère

THAT By-law No. 22-54, being a By-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure Transfer Payment Agreement, be given first, second and third readings, and be properly signed and sealed.

Carried

No. 22-313

Moved By: Max Moore

Seconded By: Scott Lewis

THAT By-law No. 22-52, being a By-law to authorize the execution of an amending agreement with her Majesty the Queen In Right of Ontario as Represented by the Minister of Community Safety and Correctional Services for the provision of Police Services for the Elgin Group Municipalities, be given first, second and third readings, and be properly signed and sealed.

Carried

CLOSED SESSION:

No. 22-314

Moved By: Dominique Giguère

Seconded By: Scott Lewis

THAT Council move into Closed Session at 7:52 p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following

- (i) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters.**

Carried

No. 22-315

Moved By: Max Moore

Seconded By: Rick Cerna

THAT Council move out of Closed Session and reconvene at 8:37p.m. in order to continue with its deliberations.

Carried

The Mayor advised that during the Closed Session, Council provided direction to Municipal Staff regarding A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters. There is nothing further to report.

CONFIRMATORY:

No. 22-316

Moved By: Max Moore

Seconded By: Rick Cerna

THAT By-law No. 22-53, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 22-317

Moved By: Chester Glinski

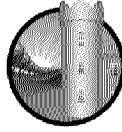
Seconded By: Mark Widner

THAT the Council adjourn its meeting at 8:38 p.m. to meet again on August 4 2022, at 7:30p.m.

Carried

Mayor – D. Mennill

Clerk – A. Adams



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 22-55

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 Norton Street Drain
in the Township of Malahide,
in the County of Elgin

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

Parts of Lot 74
Concession 7
In the Township of Malahide

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$27,300.00.

AND WHEREAS \$27,300.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$27,300.00 is being assessed in the Township of Malahide in the County of Elgin.

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

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

1. The report dated June 24, 2022, 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 \$27,300.00 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 "Norton Street Drain".

READ A FIRST AND SECOND TIME THIS 4th day of August, 2022.

Mayor

Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 15th day of September, 2022.

Mayor

Clerk



Report to Council

REPORT NO.: PW-22-33
DATE: August 4, 2022
ATTACHMENT: Map 2 One-way traffic, Summary of Public Comments
SUBJECT: **PORT BRUCE TRAFFIC CALMING**

Recommendation:

THAT Report No. PW-22-33 entitled “Port Bruce Traffic Calming” be received;

AND THAT the Colin Street One-Way conversion be suspended pending future budget consideration.

Background:

At the meeting of Township Council on August 12, 2021, Council passed the following resolution:

“No. 21-338

Moved by: Dominique Giguère

Seconded by: Mark Widner

THAT Report No. PW-21-41 entitled “Port Bruce Traffic Calming and Crosswalk Consideration” be received;

AND THAT the Township Staff be directed to initiate the required line painting and signage required to construct two pedestrian crossing locations on Colin Street in accordance with Map 1 enclosed;

AND THAT the Township Staff be directed to include the required construction works to modify Colin Street from two-way traffic to one-way traffic and including pedestrian walking lanes in accordance with Map 2 enclosed in future budget committee deliberations.”

Accordingly, \$15,000 was accommodated in the approved 2022 Capital Budget to undertake the enclosed Map 2 efforts required to convert Colin Street to a one-way street which strictly included asphalt crack sealing, line painting, and signage to

accommodate 1.5m wide pedestrian walkways on both sides of Colin Street surrounding Wonnacott Park.

As noted in report PW-21-41, deferral to budget deliberations allowed for budget funds to be allocated to the project and afford opportunity for public input prior to implementation.

To solicit public input and appetite for the works, the project concept drawing was circulated to the Port Bruce Ratepayers Association, and additionally posted to the Township webpage and Facebook page.

Enclosed with the staff report are a summation of the comments received during the public input period.

Comments/Analysis:

Staff review of the comments received indicate a clear divide with respect to the public need or desire for such works to be undertaken.

Comments in favour of the one-way proposal include maintaining similar consistency with other beachfront areas, and creating room for pedestrians to navigate the roadway, albeit at the expense of street side parking, relying only on parking available adjacent to the pier. Comments in opposition refer to the lack of traffic study to support the request, minimal existing congestion, and parking concerns.

It is the opinion of Staff that such community driven project absent of high local approval should not be undertaken without absolute due-diligence, in this case suggesting appropriate traffic study, engineering design, and increased budget to accommodate actual sidewalk construction within a relatively flat area with difficult grade control and absent of surface water outlet.

Noting the continual maintenance of the required crosswalk signage installed in 2021 within the parking area adjacent to the pier, it is staff recommendation that the noted proposal for one-way conversion be deferred at this time in favour of a future higher order Master Planning for the Port Bruce Beach/Waterfront consistent with the adopted 2021 Parks and Rec Master Plan noting the recommendation that such plan be initiated in 2023 subject to budget approval.

Financial Implications to Budget:

Proceeding with the recommended resolution noted herein will have no negative affect on the approved 2022 Capital budget. Further recommendations noted in the report are subject to 2023 Budget approval and have no impact at this time.

Alternatively, by proceeding with the works as budgeted for inclusion of line painting, crack sealing, and signage, staff will proceed to tender the works and report back to council in accordance with budget approval authority.

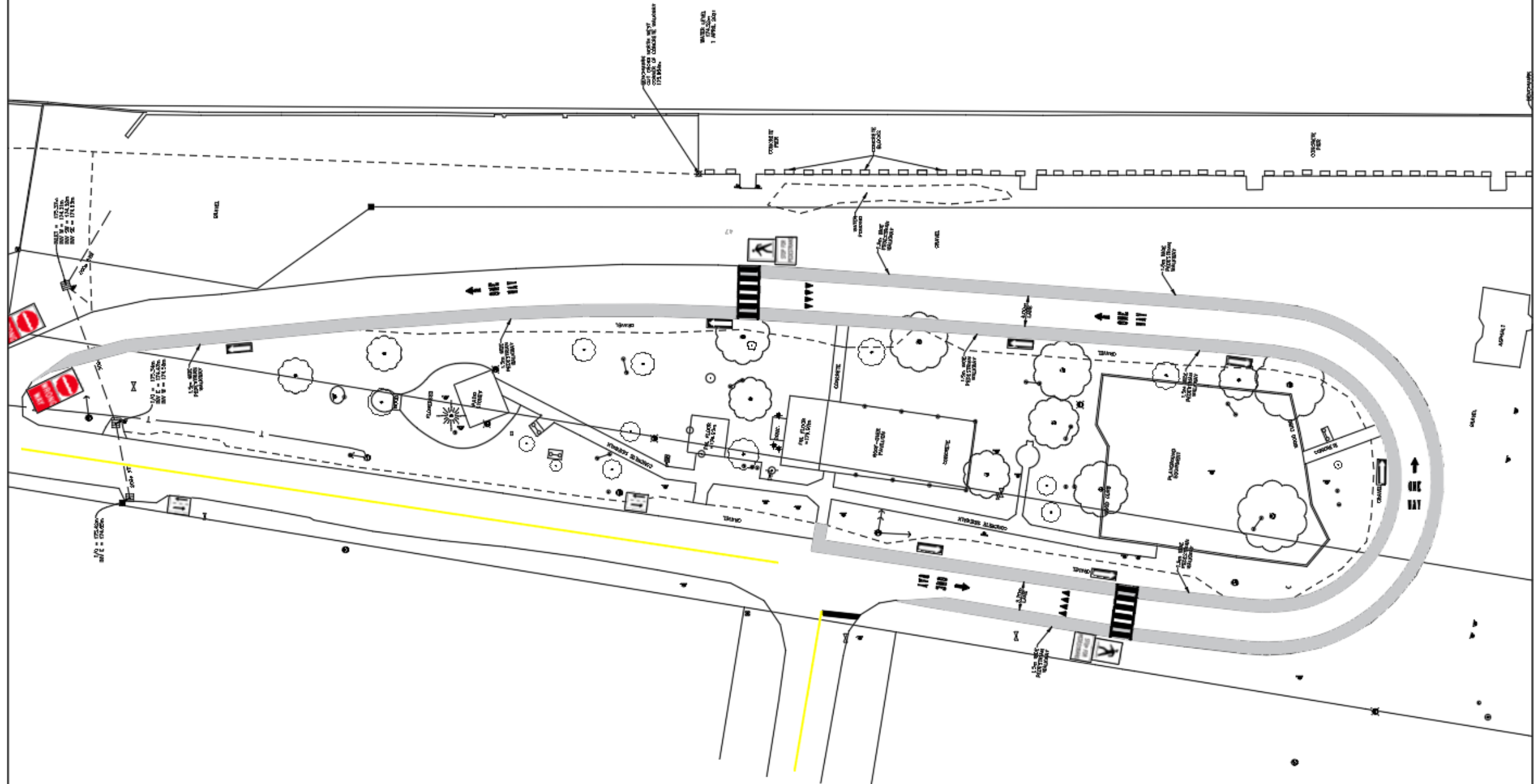
Relationship to Cultivating Malahide:

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

One of the goals that support the “Embody Financial Efficiency throughout Decision-Making” Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayers.

One of the goals that support this project is the "Continued exploration of partnerships that will result in the efficient and effective delivery of services". By supporting this and facilitating this proposal, the Council is achieving this goal.

Submitted by:	Approved for Council
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



AS CONSTRUCTED NOTES	AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISION	BY
		DESIGN: RDS			
		DRAWN: RDS			
		CHECKED:			
		APPROVED:			
		DATE: JULY/21			





THE TOWNSHIP OF MALAHIDE
PUBLIC WORKS DEPARTMENT
87 JOHN STREET S. - AYLMER, ONTARIO
TEL. (519) 773-5344 FAX (519) 773-3334

COLIN STREET
PEDESTRIAN CROSSINGS
Current Configuration

PROJECT No. 2021-1001

SHEET No. 1

20
TOWNSHIP OF MALAHIDE

SUMMARY OF COMMENTS

**PROJECT NOTICE –
COLIN STREET ONE-WAY CONVERSION**

The Township of Malahide has initiated the design plans for a one-way conversion of Colin Street to occur in accordance with the adopted 2022 Township budget. The portion of Colin Street that is proposed for conversion into a one-way road will commence at the Imperial Road intersection and head south/south-east towards the pier, and then following around northerly to the intersection with Hale Street.

Comment period was open from June 1, 2022 to July 8, 2022 at 4:30 p.m. It was posted on the Township's website and social media page, and provided to the Port Bruce Ratepayers Association via email.

The Township received the following comments via email throughout the input period from 9 respondents; five in support and four against the proposed works.

Comments received in favour of the works:

- No other port along Lake Erie that has a two-way road at the half-circle roadway that is always present in the beach area/close to the lake. This idea also echoes the practice of one-way streets along the beach area in places like Grand Bend and others and is a proven method of traffic control and safety.
- This is the best way to create a more fluid flow for traffic and allow for a safer space for pedestrian traffic, especially in front of the 2 restaurants located on Colin Street.
- It would allow for people to park easily following the flow of traffic.
- Like the idea of having room for the many pedestrians and children who are playing at the park to safely navigate the busy road with a dedicated pedestrian area on either side of the road.

Comments received in opposition to the works:

- During the winter, the direction of travel to have easy egress in your proposal is sometimes impassable.
- People ignore the current 'No Parking' signs and parking both on the shoulder and still occasionally on the street's pavement.
- The municipality is now proposing a one-way street so that they don't have to deal with the problem of people walking along the roadway due to the shoulder being blocked by property owners. Instead enforce the laws which currently exist giving them room for sidewalks if that is the motivation for this proposed change.
- Minimal congestion, only during fireworks, that makes this a project truly a waste of financial resources.
- No traffic survey to support this proposed project.

- This would lengthen locals' drive times by having to go all the way around.
- Do not see any issues with traffic flow.
- Solving a problem that doesn't exist; Please exercise common sense
- It would also make it difficult for people to park on the shoulders of the road at the pavilion as they would have to make a U-turn to do so.

Neutral Comments Received

- The natural route for most vehicles to take is to head south towards Colin Street from Imperial and then park. When they are ready to leave they continue moving forward coming out by Hale. Very rarely do people go the opposite direction.
- Do not think it would be very disruptive to the locals or visitors alike.



Report to Council

REPORT NO.: PW-22-52
DATE: August 4, 2022
ATTACHMENT: Summary of Public Comments
SUBJECT: **SPRINGFIELD ROAD NO PARKING ZONE UPDATE**

Recommendation:

THAT Report No. PW-22-33 entitled “Springfield Road No Parking Zone Update” be received;

AND THAT no action be taken at this time to implement a No Parking Zone on Springfield Road (Elgin Road 40);

AND THAT Staff advise the County of Elgin council accordingly.

Background:

At the request of Council in response to parked vehicles blocking driveways on Springfield Road at Talbot Line (Hwy. 3) next to a food truck, the following resolution was passed on August 12, 2021, to implement a no parking zone at the subject location:

“No. 21-336

Moved by: Rick Cerna

Seconded by: Dominique Giguère

THAT Report No. PW-21-36 entitled “Update: No Parking Area – Springfield Road” be received;

AND THAT the Township Staff be directed to advise Elgin County Council that the Township of Malahide Council recommends the implementation of a No Parking zone on County Road 40 (Springfield Road) from Talbot Line to 300m south of such intersection.

Carried.”

Following that meeting, a petition was received from the residents impacted in that area requesting that no change be made and a no parking zone should not be implemented.

Accordingly, at the meeting of Township Council on September 2, 2021, Council passed the following resolution:

“No. 21-369

Moved by: Scott Lewis

Seconded by: Chester Glinski

THAT the Petition regarding the installation of “No Parking” signs on Springfield Road be received;

AND THAT the Petition be forward to the County of Elgin for their Information and request the County to consult with the area residents to receive their input regarding the parking on Springfield Road.

Carried.”

Following the September 2, 2021 meeting of Council, Elgin County staff advised that such community consultation would be at the undertaking of Township staff, as the subject request is a community level suggestion directed by the Council of that community.

Accordingly, staff solicited public input and appetite for the proposed works via direct mail to those impacted by the proposal, and additionally posted to the Township webpage and Facebook page.

Enclosed with the staff report are a summation of the comments received during the public input period.

Comments/Analysis:

Staff review of the comments received indicate lacking support for such initiative.

Comments in favour of the No Parking proposal include concern of trucks parked on the shoulder blocking the view of the stop sign (consistent with the PW-21-36 staff report), and expectation of reduced garbage on the roadside environment. Comments in opposition cite there is no issue with sightlines or blocking of driveways, and concern for the loss of street parking.

It is staff opinion that such community driven project absent of high local approval should not be undertaken.

Financial Implications to Budget:

Proceeding with the recommendation resolution noted herein will have no negative affect on the approved 2022 budget

Relationship to Cultivating Malahide:

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

One of the goals that support the “Embody Financial Efficiency throughout Decision-Making” Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayers.

One of the goals that support this project is the "Continued exploration of partnerships that will result in the efficient and effective delivery of services". By supporting this and facilitating this proposal, the Council is achieving this goal.

Submitted by:	Approved for Council
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge Chief Administrative Officer

TOWNSHIP OF MALAHIDE**SUMMARY OF COMMENTS****NOTICE OF PROPOSED WORK –
SPRINGFIELD ROAD 'NO PARKING' ZONE**

The Township of Malahide Staff was seeking input regarding the proposed implementation of a 'No Parking' zone on the east and west sides Springfield Road extending from Highway 3 to Hilltop Lane, which has been planned to prevent driveways from blockage by large transient vehicles, and address sightline concerns from parked vehicles.

Comment period was open from June 10, 2022 to July 8, 2022 at 4:30 p.m. It was posted on the Township's website and social media page, and mailed directly to the 15 affected residents along Springfield Road.

The Township received 7 comments via email throughout the comment period. Two residents supported the proposal, while five were against it.

Comments in favour of the proposal:

- Issue with large trucks parking on the north bound side of Springfield Road at the bottom of the hill, blocking the view of the stop sign.
- Hopefully cuts down on the amount of garbage thrown out on the roadside lawn.

Comments in opposition to the proposal:

- Vehicles do occasionally park on the shoulder of the road in front, however none of the vehicles are near the stop sign or intersection and do not block the view of the stop sign. Vehicles are at least one and half properties away from the stop sign.
- The vehicles parked on the shoulder are there for a very brief time while they get their orders, as many of them order ahead and are just picking up their orders.
- Never had an issue with traffic blocking or obstructing the views/sightline getting out of the driveway.
- Seems like a waste of time and money to install no parking where it is not needed.
- Having no parking just creates problems for people who may have company that has to park on the road for short times or having work done on their homes. On occasion, expecting people to walk a huge distance to be able to pop in to visit is unreasonable.
- M & D's Taco Truck since opening, have increased the size of the driveway/parking substantially to accommodate people who stop to order and eat.
- It would also have a huge impact on the business. Since opening in 2021, there have not been any accidents caused by the food truck. The couple of accidents that have occurred, have been while they were closed.

- Stupid proposal when we should be supporting and helping new businesses in our area instead of doing everything to impede them.
- The speed limit is supposed to be 60kms/hr and there is ample signage about the approaching stop sign.



Report to Council

REPORT NO.: PW-22-53
DATE: August 4, 2022
ATTACHMENT: n/a
SUBJECT: PRESSEY LINE 2023 CAPITAL REQUEST

Recommendation:

THAT Report No. PW-22-53 entitled “Pressey Line 2023 Capital Request” be received;

AND THAT notwithstanding the 2023 Capital Budget has not yet been presented, that staff be authorized to proceed with undertaking pre-engineering services required for design of Pressey Line from Springfield Road (Elgin Road 40) to Catherine Street.

Background:

As Council is aware, Township staff undertook the phased design and construction of Pressey Line from Walker Road to Pigram Road in 2021, and Catherine Street to Walker Road in 2022 (construction currently in progress). Phase 3 of this reconstruction project is proposed for completion in 2023/24 extending from Springfield Road (Elgin Road 40) to Catherine Street.

Comments/Analysis:

Construction of the roadworks was originally intended to take place in 2023, however overhead hydro relocation works are expected to alter this proposed schedule. In order to proceed with appropriate hydro relocation, appropriate design works must first be completed. Accordingly, the staff projected schedule requires that design works proceed in 2022/2023 such that hydro relocation may occur in 2023, and road reconstruction in 2024.

To meet this projected schedule, staff are seeking council approval to proceed with pre-engineering in 2022 which will include topographic survey, geotechnical investigation, and excess soils management analysis, which is required to ensure that in-house

design works and public consultation can be undertaken prior to construction, while accommodating the required hydro relocation schedule.

Financial Implications to Budget:

The estimated cost to complete the topographic survey, geotechnical investigation, and excess soils management reporting is \$40,000. This work is not budgeted in 2022, however the expense is included in the 2023 Phase 3 Pressey Line project. To proceed with the pre-engineering works in 2022, these funds would be funded currently from reserve.

Relationship to Cultivating Malahide:

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Submitted by:	Approved for Council
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: PW-22-54
DATE: August 4, 2022
ATTACHMENT: n/a
SUBJECT: FCM FUNDING CHANGE OF SCOPE

Recommendation:

THAT Report No. PW-22-54 entitled “FCM Funding Change of Scope” be received;
AND THAT Township Staff not undertake procurement and implementation of Asset Management software in 2022.

Background:

As Council is aware, the Township was successful in receiving \$50,000 of funding from the Federation of Canadian Municipalities in 2020, representing 80% of the cost to purchase Asset Management Software with GIS & Decision Modelling (\$25,000), Implementing such software (\$5,000) and undertaking a Road Needs Study (\$32,500).

The funding application for this program required a resolution by Township Council confirming such works would be undertaken, and accordingly the following was passed:

No. 20-232
Moved by: Max Moore
Seconded by: Scott Lewis

THAT Report No. FIN 20-11 entitled “FCM Municipal Asset Management Program Grant Application” be received; AND

BE IT RESOLVED THAT the Council direct the Municipal Staff to apply for a grant opportunity from the Federation of Canadian Municipalities’ Municipal Asset Management Program for Asset Management Program updates and analysis;
AND

BE IT FURTHER RESOLVED THAT the Township of Malahide commits to conducting the following activities in its proposed project submitted to the

Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

1. Purchase of asset management related software
2. Professional services – Roads Needs Study;

AND BE IT THEREFORE RESOLVED THAT the Township of Malahide commits \$12,500 from its budget toward the costs of this initiative.

Carried.

The funding window to complete such work is required to be spent by September 1, 2022.

Comments/Analysis:

The 2021 Road Needs Study was completed by 4Roads Management Services, and was adopted by Township Council with the purpose of informing on Asset Management initiatives, and accordingly that component of the funding program is deemed complete.

In October 2021, the Township created the Asset Management Analyst position to fill gaps in the Township's capacity to undertake the works in fulfillment of the requirements of O.Reg. 588/17: "Asset Management Planning For Municipal Infrastructure", enabling the Township to make evidence-based business cases to budget long term asset needs and manage risk of depreciating assets in a cost-effective manner. Since that time, the Township's asset management undertakings have improved to meet the requirements of O.Reg. 588/17, and the Council adopted the Core Asset Management Plan on June 16, 2022.

In the right circumstances, asset management software can be a valuable tool to help the Township track asset data, plan lifecycle activities and workplans, maximize asset performance, and optimize the use of financial resources. Over the past year, there has been significant progress made in this regard despite not having such a tool in place.

At this juncture, it is staff's opinion that the procurement and implementation of an asset management software could potentially be a hindrance to the Township's current momentum in asset management; it is therefore being recommended to be deferred to future years for a variety of reasons, including:

1. The Township faces tight deadlines to adhere to Ontario Regular 588/17. Efforts currently being made to expand asset planning to include non-core assets would have to be stalled to implement software;
2. Current asset management processes and philosophies may have to be reworked in some instances to align with how a chosen software would function. The Township should develop a thorough understanding of how a software works before it is selected. There are concerns that some software currently on the market would force the Township to regress in some regards;
3. There's been speculation that the County may be offering asset management software to the lower tiers in the future. It may be prudent to wait until the County provides more information in this regard, rather than selecting and implementing a potentially incompatible product;

4. The Township may want to consider additional applications that can accompany an asset management software. For example, asset management software that can integrate with a work order system can generate strong internal efficiencies when implemented correctly, although initiatives in place through 2022 do not allow for staff to undertake a full review of Township work order processes for recalibration; and,
5. In consultation with FCM contacts, there may be flexibility to repurpose the grant funding that was originally earmarked for the purchase of an asset management software, with other eligible uses under program guidelines so funding may not be lost entirely.

Financial Implications to Budget:

There is no negative implication to the 2022 Township budget to halt implementation of asset management software. By not proceeding with implementing asset management software, the Township may be ineligible to utilize \$30,000 of current approved funding, which expires on September 1, 2022.

Relationship to Cultivating Malahide:

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Submitted by:	Approved for Council
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer
Adam Boylan, Director of Finance/Treasurer	



Report to Council

REPORT NO.: PW-22-55
DATE: August 4, 2022
ATTACHMENT: n/a
SUBJECT: IMPERIAL ROAD NO PARKING ZONE UPDATE

Recommendation:

THAT Report No. PW-22-55 entitled “Imperial Road No Parking Zone Update” be received;

AND THAT Township Staff be directed to include Phase 4 Road Safety Audit of Township Village Streets in 2023 Budget Deliberations.

Background:

At the regular meeting of Council held July 7, 2022 council directed through the following resolution for staff to further review alternatives for a No Parking Zone on Elgin Road 73 (Imperial Road), noting that a reduced speed may accommodate increased sight lines on the subject curve west of the Pt. Bruce Provincial Park beach, and noting public desire for speed reduction on all roadways within Port Bruce.

“No. 22-287

Moved By: Rick Cerna

Seconded By: Chester Glinski

THAT Report No. PW-22-43 entitled “Imperial Road No Parking Zone Request” be received;

AND THAT Council direct staff to further review alternatives for a No Parking Zone on Elgin Road 73 (Imperial Road) and report back on these recommendations at a future meeting.

Carried”

Comments/Analysis:

The review undertaken on the subject road curve as presented in report PW-22-43 was prepared consistent with existing roadside conditions in a 50km/hr zone. It was noted at the meeting of Council on July 7, 2022 that a reduction in speed on the subject road segment may accommodate sufficient sightlines to allow for roadside parking to remain in place. Noting that there are many other local village roads which may benefit from similar accommodation, staff propose continuance of the Road Safety Audit program currently in place which reviews safety concerns on the Township rural road network.

By introducing Phase 4 of the program with the intention to review roadside safety on Village Streets, Council can be assured that all Township roads will have received sufficient review to advise long term planning to correct possible issues such as the present case of inadequate sightlines. The Phase 4 program can be proposed in the 2023 Capital Budget to include all village roads not included by Phases 1-3 of the Road Safety Audit, notably being the Villages of Springfield and Port Bruce.

Financial Implications to Budget:

The projected cost to undertake continuance of the Road Safety Audit initiative by reviewing Village Roads is estimated to cost \$30,000 which may be deliberated in the 2023 Capital Budget.

Relationship to Cultivating Malahide:

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One of the goals that support this project is the "Continued exploration of partnerships that will result in the efficient and effective delivery of services". By supporting this and facilitating this proposal, the Council is achieving this goal.

Submitted by:	Approved for Council
Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: FIN-22-21
DATE: August 4, 2022
ATTACHMENT: Amended Investment Policy (DRAFT)
SUBJECT: **ANNUAL INVESTMENT REPORTING & REVIEW**

Recommendation:

THAT Report No. FIN 22-21 entitled “Annual Investment Report” be received;
AND THAT the Township’s Investment Policy be amended as presented.

Background:

Part of the Township’s capital financing strategy, particularly for the replacement of existing assets, has been to gradually build reserves over time so they can be drawn upon in the future to pay for significant capital works. This allows the Township to plan for its’ capital needs without significantly impacting tax rates in any particular year while minimizing the need to incur debt. While funds are not in use, they are invested to earn income which reduces costs which would otherwise be borne by taxpayers.

In 2014, Council passed a by-law to establish a relationship with “ONE Investment”, a not-for-profit investment management organization (established in 1993) that all municipalities from the province of Ontario are eligible to join. The ONE Investment relationship was established for the purpose of supporting investments made by the Aylmer & Port Burwell Area Secondary Water Supply System Boards. Later in 2015, a resolution was passed which authorized Staff to invest Township resources with ONE Investment as well.

Council also adopted an Investment Policy at its’ regular meeting on December 17, 2015. The policy requires the Township’s Treasurer to report at least annually to Council on the performance of its investments. This report seeks to fulfill reporting requirements as well as provide an evaluation of the Township’s investment strategy based on its stated policy objectives.

Legislative Compliance:

Municipalities are legislatively restricted to two investment standards under the Municipal Act:

1. The “Legal List”; and,
2. The Prudent Investor.

Legal List

Municipalities that subscribe to this approach, which includes the Township and the vast majority of municipalities in the Province, are restricted to investment types that are specifically prescribed by the Municipal Act. They are generally lower-risk, lower-reward type investments that seek to at least cover the cost of inflation. The list generally includes:

- Canadian federal, provincial, and municipal government or government guaranteed bonds;
- Short-term and fixed-income securities issued by Canadian chartered banks and credit unions; and,
- Other prescribed securities

While the Legal List has its limits, returns can be maximized through careful planning. Many municipalities have earned revenue for long-term capital projects and even generated operating revenue through smart investments on the Legal List.

Prudent Investor

In 2018, regulatory amendments provided a framework within which municipalities have the opportunity to invest in a much wider array of securities and investment vehicles.

This new standard provides investment powers that allow municipalities to access the spectrum of investment options that are considered higher-risk, higher return.

Municipalities interested in taking advantage of these new legislative powers have to meet specific financial criteria, pass appropriate bylaws and enter into an agreement with an investment board. A small number of municipalities have joined ONE Investment’s Prudent Investor program though no such action is being recommended at this time.

Statement of Compliance

Throughout the entirety of 2021, the Township’s investment activities were fully compliant with the Legal List standard, Ontario Regulation 438/97, of the Municipal Act.

Portfolio Summary:

The table below provides a summary of the Township's cash deposits and investments.

Investment Type	2020 Market Values	2021 Market Values	Share of Portfolio	2021 Rate of Return
Government Bonds	550,550.74	542,600.97	5.31%	(1.44%)
Corporate Bonds	2,344,332.95	2,288,709.70	22.40%	(2.37%)
Equity Investments	1,403,543.99	1,692,937.09	16.57%	20.62%
Cashable GICs	0.00	501,664.38	4.91%	0.55%
Savings Accounts	3,867,810.29	3,222,874.30	31.54%	~ 0.75%
	8,166,237.97	8,248,786.44	80.73%	3.19%
Operating Accounts	577,003.68	1,969,654.52	19.27%	< 0.50%
Total Investments	8,743,241.65	10,218,440.96	100.00%	

During 2021, the economy continued to be affected by supply chain bottlenecks that have disrupted production in certain segments of the economy and contributed to inflationary pressures. Central banks who were previously perceiving inflationary changes as temporary began to change their perspective during 2021. Short term interest rates began increasing in anticipation of tightening fiscal policies. These worries proved to be warranted as the Bank of Canada's increased interest rates increased significantly during 2022. As a result, the Township's government bonds and corporate bonds portfolio returns suffered during the year.

The Township's investments were carried by its' equity portfolio during 2021 generating a 20.62% return. This strong performance was due to a set of fiscal policies and programs employed to strengthen economic demand during a time where the affects of the pandemic weren't fully understood. This has bolstered corporate earnings growth and created a favorable backdrop for equity markets.

The Township also holds a cashable GIC which generates interest at a rate of 1.70% and a significant sum of cash deposits in savings accounts which generates on average 0.75%. These cash deposits are generally not used for operating purposes as the Township holds a separate account for such purposes which contained nearly two million dollars at the end of the year.

Policy Objectives:

According to the Township's investment policy, investment activities should accomplish the following objectives:

1. **Adherence to statutory legislation** – all investments are compliant with the Municipal Act
2. **Preservation of capital** – a well-balanced investment portfolio is maintained to minimize the risk of incurring a capital loss and preserving the value of the invested principal

3. **Maintenance of liquidity** – investments can be converted back to cash deposits to meet operating and capital cash flow demands
4. **Competitive rate of returns** – investment activities should have a positive, long-term impact on the Township's financial strategy and should generate returns that are comparable to other investment alternatives

The Township has undoubtedly succeeded in meeting its first three policy objectives. All investment activities have been fully compliant with the Municipal Act, the original principal value of the Township's investment has been protected, and its investment portfolio is fully liquid. Additional analysis is provided which assesses the Township's fourth policy objective, competitive rate of return, and explores whether improvements can be made that would benefit the Township's long-term financial strategy.

Performance Review:

Two forms of benchmarks are recommended to be used to evaluate the Township's investment performance. They include:

- 1) Comparison of the Township's ONE Investment portfolio against comparator investment options, discussed further below under "Comparator Benchmarks"; and,
- 2) Comparison of the Township's investment returns against inflation, discussed further on pg. 6 of this report under "Inflationary Benchmarks".

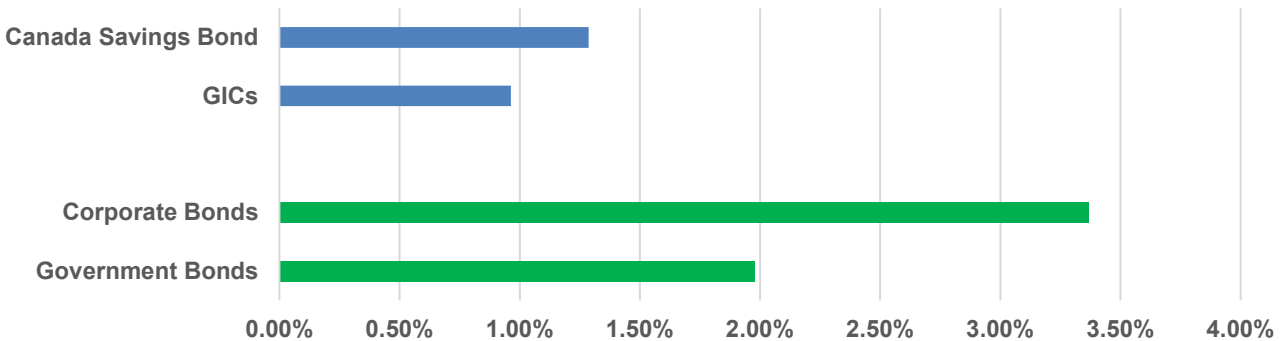
Comparator Benchmarks

The Township maintains a diversified portfolio by having a mix of different types of investment classes. A strategy that utilizes different kinds of investments will, on average, yield higher returns and pose a lower risk than any individual investment found within the portfolio. For the purpose of performance evaluation, the Township's investments have been categorized by their expected level of risk and reward in the 2 following categories:

A) Fixed Income, Cash and Cash Equivalents

The Township's fixed income investments include its Government Bond and Corporate Bond portfolios with ONE Investment. Fixed income investments are generally used to safeguard principal funds while still having some potential for capital gains. They are considered a low risk, low reward type of investment. From 2015 to 2020, the Township's bond portfolios outperformed Canada Savings Bonds and GIC rates (Bank of Canada). Comparatively, the Township's funding held in its high-interest savings account and cashable GIC did not generate a return on par with market comparators.

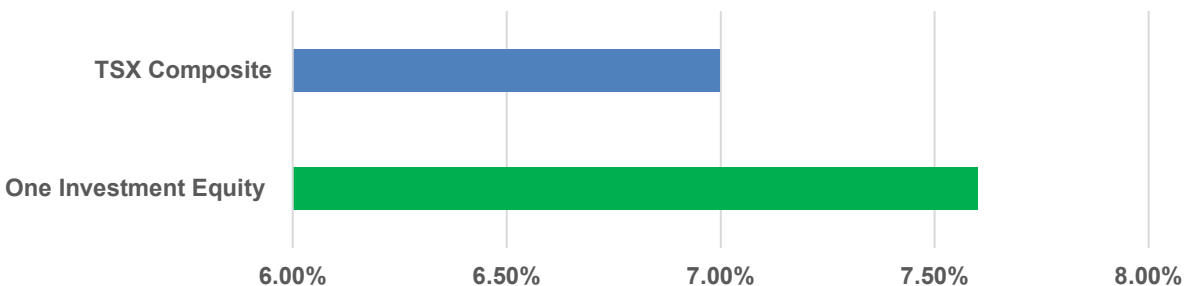
Average Fixed Income & Cash Equivalents Returns (2015-2020)



B) Equity Investments

The Township also has over 16% of its investments in ONE Investment's Equity Portfolio. Equity investments are money that is invested in companies by purchasing shares of those companies in the stock market. Equity investments tend to fluctuate more in their annual returns and tend to be considered a higher risk than its fixed income alternatives. The appeal of equity investments is that over the long-term they tend to outperform other investment options though investors must bear occasional short-term losses. ONE Investment's Equity Portfolio, including fees, has narrowly outperformed the Toronto Stock Exchange Composite (without fees), a benchmark investment index, since 2015. A comparison between the Township's equity portfolio and TSX composite is provided below:

Average Equity Investment Returns (2015-2020)



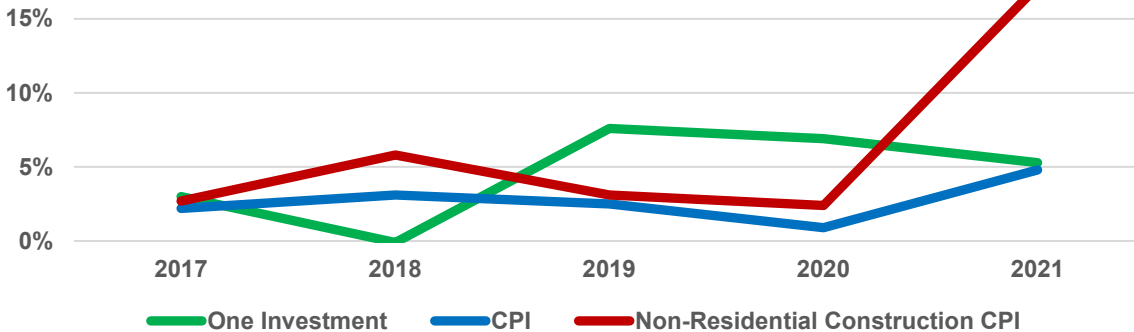
Equity Investments	2015	2016	2017	2018	2019	2020
TSX Composite (Comparator)	-8.32%	21.08%	9.10%	-8.35%	22.88%	5.60%
One Investment Equity Portfolio	-0.63%	14.31%	10.02%	-2.92%	18.30%	6.52%

Key Finding: Investments held with ONE Investment have generally exceeded other legislatively permitted options since 2015. Investment returns on cash and cash equivalents do exceed market comparators and could be reallocate to improve the Township's investment strategy.

Inflationary Benchmarks

When the Township's retains funding for future use, the goal is for those funds to generate investment income at a rate that exceeds the increasing cost of goods and services that those funds are to be spent against. The Township retains funds in its reserves for a mix of future operating and capital costs. It is therefore appropriate to consider both the Consumer Price Index (Ontario) for operating costs and Non-Residential Building Construction Price Index (NRBCPI) for capital costs.

Investment Returns Versus Inflationary Benchmarks



The Township's funds invested in its various ONE Investment portfolios have generally outpaced inflationary pressures. 2021 has been an exception to this trend where the price of construction materials increased by 17.2%.

Key Findings: Under normal circumstances, funds invested with ONE Investment outpace inflationary pressures. Despite occasional short-term losses, equity investments provide long-term returns at a rate that can compete with or exceed inflation. Conversely, an overly conservative investment approach that holds too much cash, generates poor investment returns that do not keep pace with inflation.

Policy Changes to Investment Parameters:

In the interest of improving the Township's investment strategy, it is recommended Council adopt investment parameters that limits its cash and cash equivalent holdings while assigning greater importance on equity investments to earn a rate of return that competes with or exceeds inflation. Proposed investment parameters are provided on the following page:

Investment Type	Risk	Actual	Recommended		
			Min.	Target	Max.
Cash Holdings	None	55.72%	20%	25%	35%
Government Bonds	Very Low	5.31%	15%	20%	25%
Corporate Bonds	Low	22.40%	15%	20%	25%
Equity Investments	Medium	16.57%	25%	35%	40%

Investment Type	Current Position	Revised Position
Government Bonds	542,600.97	2,043,688.19
Corporate Bonds	2,288,709.70	2,043,668.19
Equity Investments	1,692,937.09	3,576,454.34
Cashable GICs	501,664.38	0
Savings Accounts	3,222,874.30	554,610.24
	8,248,786.44	8,218,420.86
Operating Accounts	1,969,654.52	2,000,000.00
Total Investments	10,218,440.96	10,218,440.96

Additional language (provided in the attachment) is proposed to the Township's investment policy to ensure these proposed investment ranges are maintained by the Director of Finance.

Future Outlook:

Over the long-term, the proposed investment policy changes could be very impactful to the Township's overall financial strategy. Additional funds earned on reserves could reduce the need to increase property tax contributions to reserves in future budgets. Despite the potential long-term upside of these changes, the Township may have to endure what has been a very tough year thus far for investors.

Increased interest rates to combat inflation and Russia's invasion of Ukraine are both lowering the prospect of economic growth which has affected the Township's investments. During these times, it is important to note the Township is investing for the long-term. Changes in quarter-to-quarter values are less relevant than returns over a long-term investment horizon. Over the long-term, historical data shows that bond returns match or slightly exceed the inflation rate and equity return typically will tend to be much higher.

With the recent adoption of the 2022 Asset Management Plan and additional reserve planning, it is understood that much of the Township's reserves will not be utilized over the next decade. Therefore, the Township has the benefit of keeping its funding long enough in its investments for markets to correct themselves and generate positive investment returns in the future.

Approved by:	Approved for Council:
Adam Boylan Director of Finance/ Treasurer	Adam Betteridge Chief Administrative Officer

TOWNSHIP OF MALAHIDE

INVESTMENT POLICY

1. PURPOSE

This policy establishes guidelines for municipal investments, as defined by and in compliance with the requirements of s. 418 to s. 420 of the Municipal Act, 2001 and of O.Reg.438/97. The goals of this policy are to ensure compliance with legislation and to establish a reporting practice to council, where, at least annually, a full disclosure of information relating to municipality held investments is provided.

2. POLICY

It is the policy of the Corporation of The Township of Malahide to ensure

- a. All investments are in compliance with O.Reg.438/97 and with s.418 to s.420 of the Municipal Act.
- b. Preservation of capital
- c. Maintenance of liquidity
- d. Competitive return on investments

3. SCOPE

This investment policy applies to any investment of the financial assets of the Township of Malahide, including Current, Capital, Reserve and Trust Funds.

4. AUTHORIZED INVESTMENTS

The eligible securities are prescribed under Ontario Regulation 438/97 attached as schedule A to this policy.

In addition, the Township further restricts investments to:

- a. Guaranteed Investment Certificates;
- b. the Money Market Fund, the Bond Fund, the Corporate Bond Fund and the Equity Fund, operated by *One - The Public Sector Group of Funds*;

- c. Deposit receipts, deposit notes, certificates of deposit or investment, acceptances or similar instruments issued, guaranteed or endorsed by,
- i. a bank listed in Schedule I, II or III to the *Bank Act* (Canada),
 - ii. a loan corporation or trust corporation registered under the *Loan and Trust Corporations Act*, or
 - iii. a credit union or league to which the *Credit Unions and Caisses Populaires Act, 1994* applies.

The Treasurer will attempt where possible to diversify the investments so that certificates are covered under the Bank of Canada Deposit Insurance Act.

5. INVESTMENT PARAMETERS

- a. The Fund investment guideline shall be the following allocation ranges for long-term investments:

<u>Investment Guideline</u>			
<u>Portfolio/Investment Type</u>	<u>Min</u>	<u>Target</u>	<u>Max</u>
<u>Savings Accounts /GIC & Cash like Investments</u>	<u>20.0%</u>	<u>25.0%</u>	<u>35.0%</u>
<u>Canadian Equity Portfolio</u>	<u>15.0%</u>	<u>20.0%</u>	<u>25.0%</u>
<u>Canadian Government Bond Portfolio</u>	<u>15.0%</u>	<u>20.0%</u>	<u>25.0%</u>
<u>Canadian Corporate Bond Portfolio</u>	<u>25.0%</u>	<u>35.0%</u>	<u>40.0%</u>

- b. The Treasurer will monitor the allocations on a regular basis and should review the allocation weights of each holding at least once every quarter.
- c. If the allocation weight of an investment type exceeds its maximum or is below the minimum weight identified in the investment guideline table above, the Treasurer should rebalance the holdings to bring the allocations weights within the tolerance bands.
- d. The Treasurer should review the allocation ranges periodically to ensure they remain appropriate for the municipality's circumstances. As appropriate, they may recommend a revision in this IPS to reflect potential changes in the allocation ranges.

5. CURRENCY

~~The Municipality shall not invest in a security that is expressed or payable in any currency other than Canadian dollars. O. Reg. 438/97, s.6 (1).~~

6. REPORTING

The Treasurer or designate has a specific responsibility to prepare and provide, at least annually, an annual investment report to council. O. Reg. 438/97, s.8 (1). This report shall contain the following information:

- a. A statement about the performance of the portfolio of investments of the Township during the period covered by the report;
- b. An estimated proportion of the long-term and short-term securities compared to the total investments and a description of the change, if any, in that estimated proportion since the previous year's report;
- c. A statement by the treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investments policies and goals adopted by the municipality; and
- d. A record of the date of each transaction in or disposal of its own securities, including a statement of the purchase and sale price of each security.

7. AUTHORITY

Authority to invest public funds is derived from section 418 to section 420 of the Municipal Act, 2001. In accordance with section 418(5) of the Municipal Act, management responsibility for the investment program of the municipality is hereby delegated to the Treasurer.



Report to Council

REPORT NO.: CLERK-22-09
DATE: August 4, 2022
ATTACHMENT: Draft By-law - Election Joint Compliance Audit Committee
SUBJECT: **JOINT ELGIN COMPLIANCE AUDIT COMMITTEE APPOINTMENTS
2022 - RECOMMENDATION**

Recommendation:

THAT Report CLERK-22-09 entitled “Joint Elgin Compliance Audit Committee Appointments 2022 - Recommendation” be received for information; and,

THAT Council endorses the appointment of Christene Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Joint Elgin Compliance Audit Committee for the period of 2022-26; and further,

THAT Council considers giving three readings to the By-Law confirming those appointments.

Background:

The Municipal Elections Act, 1996 (MEA), as amended, requires that every municipality appoint a Compliance Audit Committee prior to October 1st in the year of a Municipal Election.

Earlier in 2022, Elgin County Clerks discussed and agreed to again recommend establishment of a joint Compliance Audit Committee for the 2022 Municipal Election. Each Elgin County Member Municipality has approved the Terms of Reference and By-Law to establish the Joint Committee. At this point, members need to be appointed to the Joint Committee.

Advertising for prospective Committee Members was undertaken in May and June of 2022 through advertisements in local newspapers, contacting previous members of the 2018 Joint Committee and by posting advertisement information on each municipal webpage.

Comments/Analysis:

Elgin County Clerks have had the opportunity to review applications received and are recommending the following individuals to serve on the Joint Elgin Compliance Audit Committee for the 2022 Municipal Election:

- **Christene Scrimgeour** – is a Chartered Account and is familiar with the Municipal Act and Municipal Elections Act. She is an auditor for several Elgin County Municipalities and has previously served on the Joint Elgin Election Compliance Audit Committee.
- **Andrew Wright** – is a lawyer at Siskinds LLP that specializes in Municipal Law. He is familiar with all applicable legislation as a result of his profession and has previously served on the Joint Elgin Election Compliance Audit Committee.
- **Daniel Ross** – is a retired lawyer and businessperson from the Elgin County area. He served on the City of London and joint Middlesex County Compliance Audit Committees in 2018 and has accepted these positions again for 2022.
- **Dr. Zachary Spicer** – is an Associate Professor, School of Public Policy and Administration at York University. He specializes in municipal governance and public policy and has application-based experience with the Municipal Elections Act as a Senior Policy Advisor with the Province of Ontario. He also has employment experience as a Municipal Advisor with the Province of Ontario's Central Municipal Services Office, where he supported municipalities throughout the 2018 Municipal Election, including supporting several compliance audit committees.

Based on the appropriateness of qualifications and significant experience demonstrated by the above listed candidates, staff are recommending that Council endorse the appointment of Christine Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Joint Elgin Compliance Audit Committee.

Financial Implications to Budget:

There are no direct financial implications.

Compensation for Compliance Audit Committee Members is outlined in the approved Committee Terms of Reference as approved in By-law 22-45, Appendix 1.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Local Government” Strategic Pillar relates to “Pursue New Partnerships”. Partnering with other County municipalities to establish a joint committee reduces duplication and streamlines the compliance audit process.

Submitted by:	Approved by:
Allison Adams, Manager of Legislative Services/Clerk	Adam Betteridge Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-60

Being a By-law to appoint members to the Elgin Election
Joint Compliance Audit Committee for the 2022 Municipal Election.

WHEREAS section 88.37 of the Municipal Elections Act, 1996, as amended requires the Council of a municipality to establish a Compliance Audit Committee before October 1st in an election year to deal with matters regarding election campaign finances and contributions;

AND WHEREAS the Council of the Corporation of the Township of Malahide established the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election and adopted its Terms of Reference by By-law No. 22-45 on June 2, 2022;

AND WHEREAS it is now deemed necessary to appoint members to the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election;

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

1. THAT the following individuals be appointed to the Elgin Election Joint Compliance Audit Committee for the term November 15, 2022 to November 14, 2026:
 - Christene Scrimgeour
 - Andrew Wright
 - Daniel Ross
 - Dr. Zachary Spicer.
2. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 4th day of August, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor, D. Mennill

Clerk, A. Adams



Report to Council

REPORT NO.: DS-22-37
DATE: August 4, 2022
ATTACHMENT: Draft By-law
SUBJECT: **FOLLOW-UP REPORT: ZONING BY-LAW AMENDMENT
APPLICATION OF ROCKX FARMS LTD.” (AUTHORIZED
AGENT: RYAN VERHOOG C/O WHITE COAD LLP)**
LOCATION: Part Lot 11, Concession 11, Former Geographic Township of South
Dorchester, (now in the Township of Malahide, 49779 Lyons Line)

Recommendation:

**THAT Report No. DS-22-29 entitled “Follow-Up Report: Zoning By-law
Amendment Application of Rockx Farms Ltd.” be received;**

AND THAT Council finalize the approval of the subject Application by passing By-law No. 22-46.

Comments:

The subject Zoning By-law Amendment Application implements the necessary zoning provisions required for a surplus farm dwelling severance.

The subject Application was approved by Council, but passing of the by-law was withheld until the County Land Division Committee (LDC) had considered and issued its decision on the associated severance application.

The required adjustments were made and the associated severance application (E 92-21) was heard by the LDC on July 27th, 2022, and was provisionally approved subject to conditions of the Township of Malahide and the County of Elgin. It was then confirmed that the LDC’s approved severance matched what was proposed with this Application.

Passage of the by-law is now appropriate to complete the process.

Submitted by:	Approved by:
Chloe Cernanec, Development Services Technician/Assistant Planner	Adam Betteridge, MCIP, RPP Chief Administrative Officer

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 22-46**

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

**Rockx Farms Ltd. c/o Wayne Rockx/
Ryan Verhoog c/o White Coad LLP**

49779 Lyons Line

WHEREAS the Council of The Corporation of the Township of Malahide deems it necessary to pass a By-law to amend By-law No. 18-22, as amended;

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

AND WHEREAS this By-law conforms with the Official Plan of the Township of Malahide, as amended;

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

1. **THAT** the area shown in hatching on the attached map, Schedule “A”, and described as Part Lot 11, Concession 11, Former Geographic Township of South Dorchester, in the Township of Malahide, shall be removed from the “General Agricultural (A1) Zone” of By-law No. 18-22 and placed within the “Rural Residential (RR) Zone” of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as “**RR**” on Key Map 21 of Schedule “A” to By-law No. 18-22, as amended.
2. **THAT** the area shown in bold on the attached map, Schedule “A”, and described as Part Lot 11, Concession 11, Former Geographic Township of South Dorchester, in the Township of Malahide, shall be removed from the “General Agricultural (A1) Zone” of By-law No. 18-22 and placed within the “Site Specific Special Agricultural (A2-11) Zone” of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as “**A2-11**” on Key Map 21 of Schedule “A” to By-law No. 18-22, as amended.
3. **THAT** By-law No. 18-22, as amended, is hereby further amended by amending Section 5.5 SPECIAL AGRICULTURAL (A2) ZONE – ‘SITE-SPECIFIC’ ZONES, by adding the following new subsection.

“5.5.11 a) Defined Area

A2-11 as shown on Schedule ‘A’, Map No. 21.

b) Minimum lot frontage

142 m

4. **THAT** this By-law shall come into force:

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

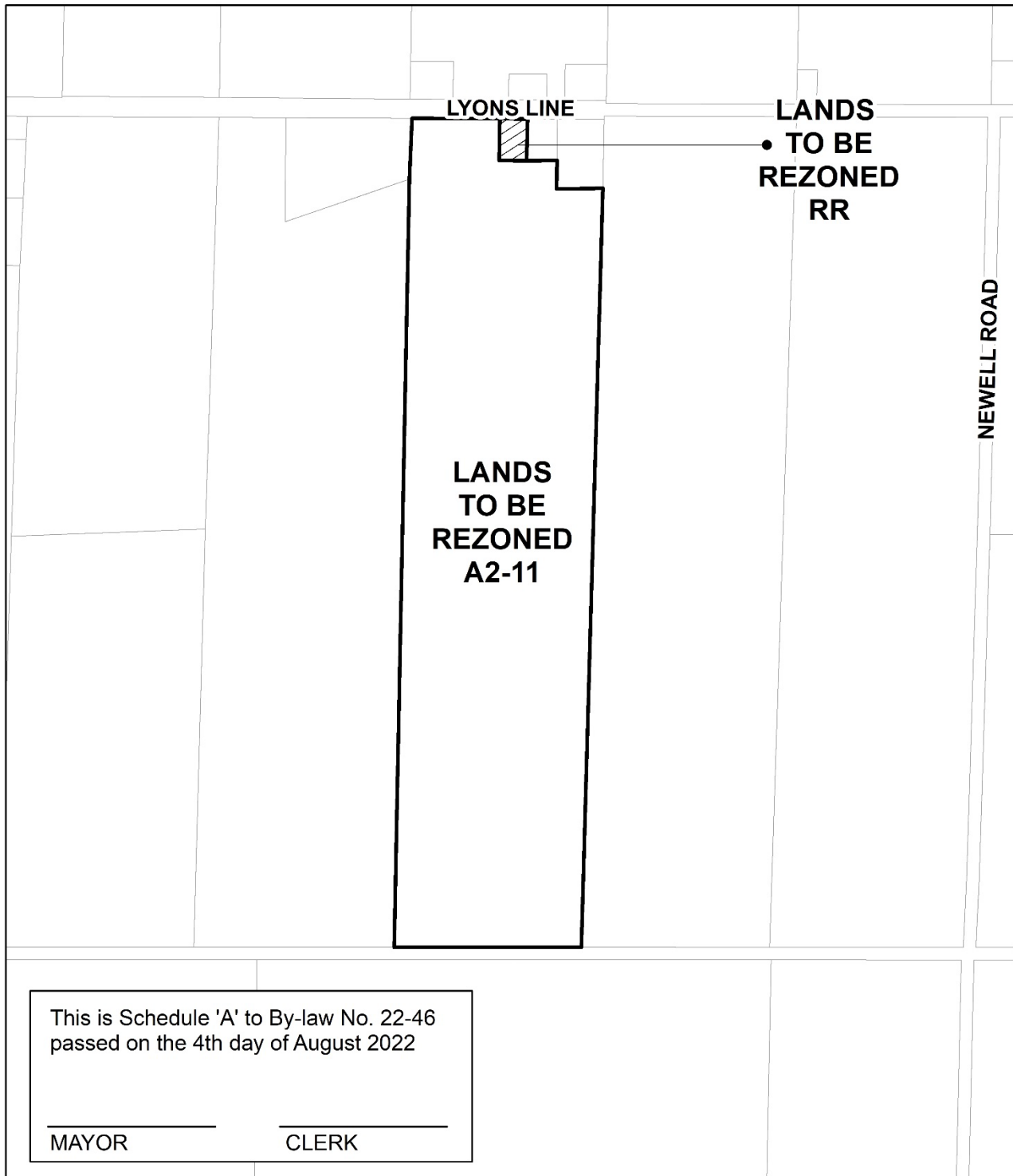
READ a **FIRST** and **SECOND** time this 4th day of August, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor – D. Mennill

Clerk – A. Adams

SCHEDULE A



0 50 100 200 Metres

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

SCHEDULE 'A'
Map 21



Report to Council

REPORT NO.: DS-22-38
DATE: August 4, 2022
ATTACHMENT: Draft By-law
SUBJECT: FOLLOW-UP REPORT: ZONING BY-LAW AMENDMENT OF FRANK & SHERYL BERKELMAN (AUTHORIZED AGENT: SIMONA RASANU C/O SBM LIMITED)
LOCATION: Part Lot 31, Concession 9 N, (11644 Carter Road)

Recommendation:

THAT Report No. DS-22-30 entitled “Follow-Up Report: Zoning By-law Amendment of Frank & Sheryl Berkelmans” be received;

AND THAT Council finalize the approval of the subject Application by passing By-law No. 22-47.

Comments:

The subject Zoning By-law Amendment Application proposes to apply the necessary zoning required for a surplus farm dwelling severance and also includes site-specific provisions to recognize the existing height and floor area of the accessory buildings.

The subject Application was approved by Council, but passing of the by-law was withheld until the County Land Division Committee (LDC) had considered and issued its decision on the associated severance application.

The associated severance application (E 49-22) was heard by the LDC on July 27th, 2022 and was provisionally approved subject to conditions of the Township of Malahide and the County of Elgin.

Passage of the by-law is now appropriate to complete the process.

Submitted by:	Approved by:
Chloe Cernanec, Development Services Technician/Assistant Planner	Adam Betteridge, MCIP, RPP Chief Administrative Officer

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 22-47**

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

**Frank and Sheryl Berkelmans / Simona Rasanu c/o SBM Ltd.
11644 Carter Road**

WHEREAS the Council of The Corporation of the Township of Malahide deems it necessary to pass a By-law to amend By-law No. 18-22, as amended;

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

AND WHEREAS this By-law conforms with the Official Plan of the Township of Malahide, as amended;

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

1. **THAT** the area shown in bold on the attached map, Schedule "A", and described as Part of Lot 31, Concession 9 in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "Special Agricultural (A2) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A2" on Key Map 31 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** the area shown in hatching on the attached map, Schedule "A", and described as Part of Lot 31, Concession 9, in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "A4-24" on Key Map 31 of Schedule "A" to By-law No. 18-22, as amended.
3. **THAT** By-law No. 18-22, as amended, is hereby further amended by amending Section 5.7 SMALL LOT AGRICULTURAL (A4) ZONE – 'SITE-SPECIFIC' ZONES, by adding the following new subsection.

"5.7.24 a) Defined Area

A4-24 as shown on Schedule 'A', Map No. 31.

b) Maximum Floor Area of an Accessory Building

Existing detached garage	318 m ²
--------------------------	--------------------

c) **Maximum Building Height of an Accessory Building**

Existing detached garage	6.37 m
Existing barn	7.53 m

4. **THAT** this By-law shall come into force:

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

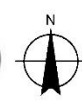
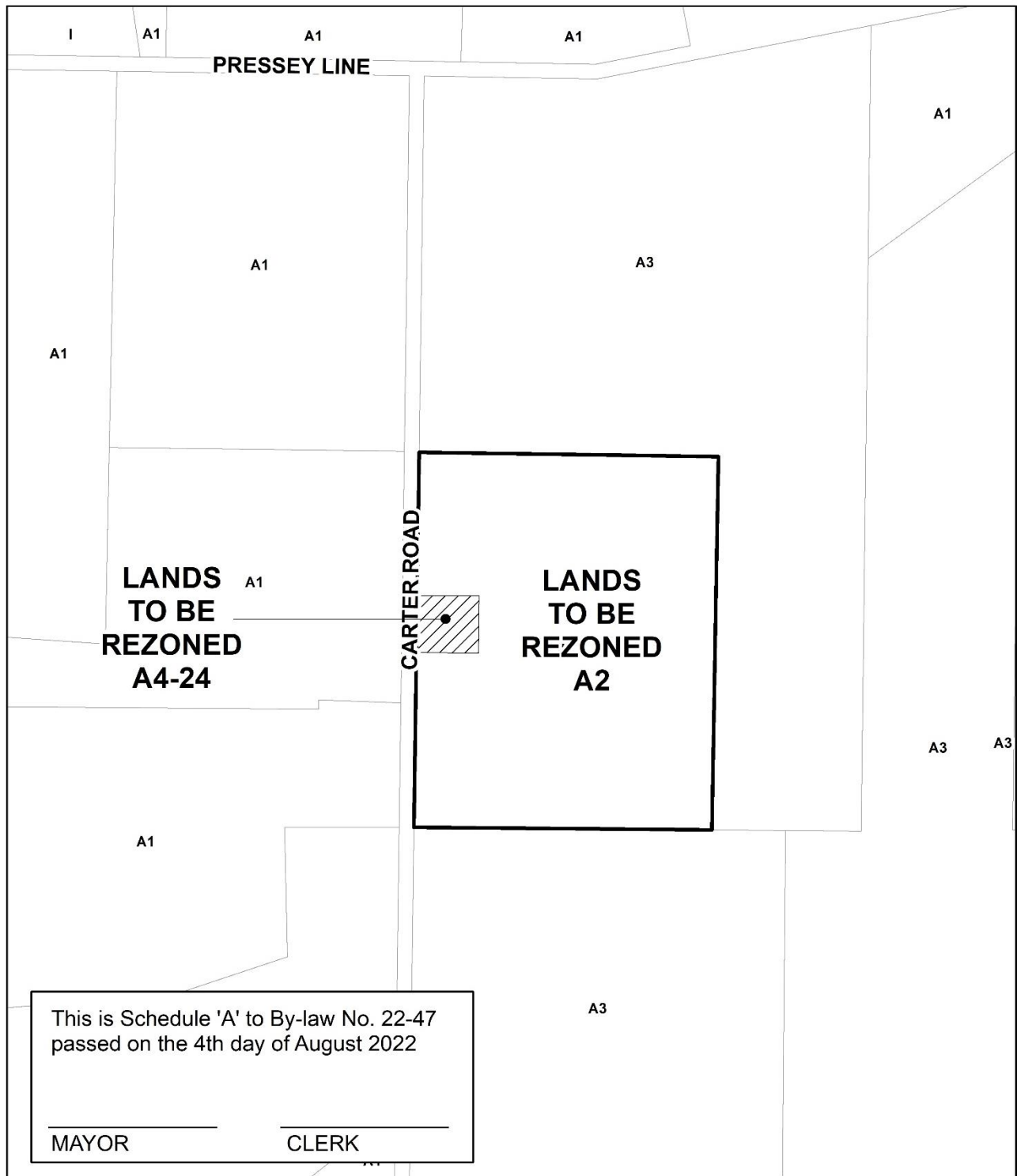
READ a **FIRST** and **SECOND** time this 4th day of August, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor – D. Mennill

Clerk – A. Adams

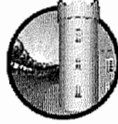
SCHEDULE A



0 50 100 200 Metres

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

SCHEDULE 'A'
Map 31



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 22-44

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 Glinski Drain
in the Township of Malahide,
in the County of Elgin

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

Parts Lot 23
Concession 3
In the Township of Malahide

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

AND WHEREAS the estimated total cost of constructing the drainage works is \$35,600.00.

AND WHEREAS \$35,600.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$35,600.00 is being assessed in the Township of Malahide in the County of Elgin.

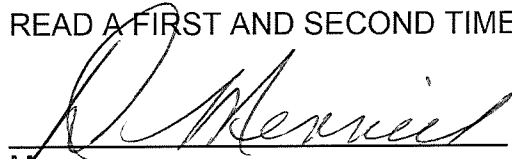
AND WHEREAS the council is of the opinion that the drainage of the area is desirable.

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

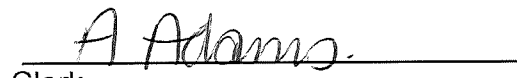
1. The report dated April 26, 2022, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$35,600.00 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 "Glinski Drain".

READ A FIRST AND SECOND TIME THIS 16th day of June, 2022.



 Mayor



 Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 4th day of August, 2022.

 Mayor

 Clerk

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-56**

Being a By-law to authorize the execution of an Agreement with Safe Roads Engineering for the purpose of completing the Vienna Line Culvert Replacement Design.

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

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with Safe Roads Engineering for the purpose of completing the Vienna Line Culvert Replacement Design.

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

1. **THAT** the entering into of an Agreement with Safe Roads Engineering for the purpose of completing the Vienna Line Culvert Replacement Design is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. **THAT** the said 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 4th day of August, 2022.

READ a THIRD time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor, D. Mennill

Clerk, A. Adams

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AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 11 th ____ day of ____ July ____ in the
year 2022

-BETWEEN-

THE TOWNSHIP OF MALAHIDE

Hereinafter called the 'Township'

THE PARTY OF THE FIRST PART

-AND-

SAFE ROADS ENGINEERING

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

- 2 -

WHEREAS the Township intends to

Engage the services of a professional consultant to undertake RFP PW-22-11, Vienna Line Culvert Design as detailed in the Request for Proposal dated June 24, 2022.

Hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith; and whereas the consultant has offered to provide such services as per the estimate dated June 24, 2022.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Township and the Consultant mutually agree as follows:

- 3 -

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Township hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Township.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Township directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Township for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Township shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.1.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Township, including record drawings, may be used by the Township, for the Project herein described.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark, shall be considered as Intellectual Property and remain the property of the Consultant.

The Township shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project other than those purposes or projects in direct relation to this project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Township may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Township are required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Township shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Township may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Township necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Township delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Township shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

In the event the services or any portion of services are suspended or terminates, all material produced by the consultant for the project shall become the property of the Township.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, their employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Township will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Township's damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be five million dollars (\$5,000,000.00) per occurrence and in the aggregate for general liability and five million dollars (\$5,000,000.00) for automobile insurance. When requested, the Consultant shall provide the Township with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

- 6 -

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of two million dollars (\$2,000,000.00) per claim and in the aggregate. When requested, the Consultant shall provide to the Township proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Township requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavor forthwith to obtain such increased or special insurance at the Township' expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Township.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Township, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Township and unless authorized by the Township in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Township and may add a mark-up of not more than 3% of the cost of such services to cover office administration costs when claiming reimbursement from the Township plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The Township, or persons authorized by the Township, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Township before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Township in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is

- 8 -

independently developed by the Consultant without access to the Township's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Township.

1.21 Dispute Resolution

- (a) If requested in writing by either the Township or the Consultant, the Township and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Township and shall complete any portion or portions of the Services in such order as the Township may require.

The Township shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Township, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Township:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Township.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Township for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Township, the Consultant shall provide the Township with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES**2.01 Services to be provided by Consultant**

The services required are those identified in the RFP dated June 24, 2022.

2.02 Services to be provided by Township

The services required are those identified in the Township correspondence RFP dated June 24, 2022.

ARTICLE 3 - FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the Township furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Township, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Township from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Township's engineering and office expenses, or cost of land.

- 11 -

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Township shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as attached to this agreement.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the Township to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Township's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Township for all Services completed in the immediately preceding month. Interest at the annual rate of 10 percent will be paid on the total outstanding unpaid balance commencing 30 days after the Township has received the Consultant's invoice.

- 12 -

SIGNED, SEALED AND DELIVERED

in the presence of:

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CONSULTANT

The signatory shall have the authority to bind the corporation or company for purposes of this agreement



(Signature)

Steven Kohler

(Name)

Engineering Manager

(Title)

- 13 -

THE CORPORATION OF TOWNSHIP OF MALAHIDE

The signatory shall have the authority to bind the Township or its agency for purposes of this agreement

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-57**

Being a By-law to authorize the execution of an Agreement with Safe Roads Engineering for the purpose of completing the Hacienda Road Culvert Replacement Design.

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

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with Safe Roads Engineering for the purpose of completing the Hacienda Road Culvert Replacement Design.

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

1. **THAT** the entering into of an Agreement with Safe Roads Engineering for the purpose of completing the Hacienda Road Culvert Replacement Design is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. **THAT** the said 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 4th day of August, 2022.

READ a THIRD time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor, D. Mennill

Clerk, A. Adams

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 11 th ____ day of July ____ in the
year 2022**

-BETWEEN-

THE TOWNSHIP OF MALAHIDE

Hereinafter called the 'Township'

THE PARTY OF THE FIRST PART

-AND-

SAFE ROADS ENGINEERING

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

- 2 -

WHEREAS the Township intends to

Engage the services of a professional consultant to undertake RFP PW-22-10, Hacienda Road Culvert Design as detailed in the Request for Proposal dated June 24, 2022.

Hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith; and whereas the consultant has offered to provide such services as per the estimate dated June 24, 2022.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Township and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Township hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Township.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Township directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Township for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Township shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.1.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Township, including record drawings, may be used by the Township, for the Project herein described.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark, shall be considered as Intellectual Property and remain the property of the Consultant.

The Township shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project other than those purposes or projects in direct relation to this project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Township may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Township are required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Township shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Township may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Township necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Township delays the project then the consultant shall have the right to renegotiate the agreement.

- 5 -

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Township shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

In the event the services or any portion of services are suspended or terminates, all material produced by the consultant for the project shall become the property of the Township.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, their employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Township will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Township's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be five million dollars (\$5,000,000.00) per occurrence and in the aggregate for general liability and five million dollars (\$5,000,000.00) for automobile insurance. When requested, the Consultant shall provide the Township with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

- 6 -

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of two million dollars (\$2,000,000.00) per claim and in the aggregate. When requested, the Consultant shall provide to the Township proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Township requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavor forthwith to obtain such increased or special insurance at the Township' expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Township.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Township, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Township and unless authorized by the Township in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Township and may add a mark-up of not more than 3% of the cost of such services to cover office administration costs when claiming reimbursement from the Township plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The Township, or persons authorized by the Township, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Township before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Township in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is

independently developed by the Consultant without access to the Township's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Township.

1.21 Dispute Resolution

- (a) If requested in writing by either the Township or the Consultant, the Township and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Township and shall complete any portion or portions of the Services in such order as the Township may require.

The Township shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Township, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Township:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Township.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Township for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Township, the Consultant shall provide the Township with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES**2.01 Services to be provided by Consultant**

The services required are those identified in the RFP dated June 24, 2022.

2.02 Services to be provided by Township

The services required are those identified in the Township correspondence RFP dated June 24, 2022.

ARTICLE 3 - FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The “Cost of the Work” shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor’s overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the Township furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Township, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Township from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Township’s engineering and office expenses, or cost of land.

- 11 -

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Township shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as attached to this agreement.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the Township to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Township's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Township for all Services completed in the immediately preceding month. Interest at the annual rate of 10 percent will be paid on the total outstanding unpaid balance commencing 30 days after the Township has received the Consultant's invoice.

- 12 -

SIGNED, SEALED AND DELIVERED

in the presence of:

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CONSULTANT

The signatory shall have the authority to bind the corporation or company for purposes of this agreement



(Signature)

Steven Kohler

(Name)

Engineering Manager

(Title)

- 13 -

THE CORPORATION OF TOWNSHIP OF MALAHIDE

The signatory shall have the authority to bind the Township or its agency for purposes of this agreement

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-58**

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 August 4, 2022, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 4th day of August, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 4th day of August, 2022.

Mayor, D. Mennill

Clerk, A. Adams