



The Corporation of the Township of Malahide

A G E N D A

December 16, 2021 – 7:30 p.m.

**Malahide Community Place
12105 Whittaker Road, Springfield.**

**** Note: Due to the COVID-19 restrictions, this meeting will be held electronically via videoconference. The meeting will be streamed live on YouTube. ****

- (A) Roll Call
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 6-23)**
- (D) Presentations/Delegations/Petitions
 - (i) Meeting to Consider – Maginnis Drain 2021 relating to property at Part Lots 20 - 22, Concessions 2 - 4, Geographic Township of Malahide. **RES 2-4 (Pages 24-25).**
 - (ii) Malahide Official Plan Amendment No. 20.
 - This public meeting is being held to fulfill the statutory requirements of Section 17(15) of the Planning Act. Previous public meetings were held on March 6, 2019 and June 28, 2021 for the purposes of considering changes to the Official Plan
 - DS-21-62 – Township of Malahide Official Plan Comprehensive Review & Five-Year Update: Final Consideration Report . **RES 5 (Pages 26-103)**

(E) Reports of Departments:

- (i) Director of Fire & Emergency Services
 - Elgin County Fire Communications System-Support Agreement **RES 6 (Pages 104-148)**
- (ii) Director of Public Works
 - Aylmer Area Secondary Water Supply System- OCWA Contract Extension for the Operation and Maintenance of the Elgin Middlesex Pumping Station (EMPS). **RES 7(Pages 149-174)**
 - Elgin-Middlesex Pumping Station: Joint Occupancy and Use Agreement. **RES 8(Pages 175-202)**
- (iii) Director of Financial Services/Treasurer
- (iv) Clerk
- (v) Building/Planning/By-law
- (vi) Chief Administrative Officer

(F) Reports of Committees/Outside Boards. **RES 9**

- (i) Long Point Region Conservation Authority Board of Directors – Minutes of November 3, 2021; **(Pages 203-209)**
- (ii) Long Point Region Conservation Authority Board of Directors – Budget Meeting - Minutes of November 10, 2021; **(Pages 210-216)**
- (iii) Aylmer Area Secondary Water Supply System and Port Burwell Area Secondary Water Supply System Joint Board of Management – Minutes of September 8, 2021. **(Pages 217-219)**

(G) Correspondence **RES 10**

1. Association of Municipalities of Ontario - Watch File – dated December 2 and 9, 2021. **(Pages C2 - 7)**
2. Town of Georgina – Resolution requesting the Provincial and Federal Governments to provide additional options for recycling of agricultural bale wrap and twine and boat shrink wrap. **(Pages C8 - 9)**
3. City of St. Catharines – Resolution requesting Provincial government to take the necessary steps to work with the federal government on a bilateral agreement to ensure the new national child care program be made available to Ontarians, focusing on access, affordability, quality and responsiveness; and that staff actively monitor federal developments and engage in provincial and regional discussions. **(Pages C10 - 11)**

4. City of Kitchener – Resolution requesting the Provincial Government to have an immediate review of the portion of the Ontario Fire Code known as Retrofit Section 9.5 undertaken. **(Pages C12 - 13)**
5. City of Kitchener – Resolution formally denouncing conversion practices as dangerous and harmful, perpetuating myths and stereotypes about sexual orientation and gender identity and expression. **(Pages C14 - 16)**
6. Town of Penetanguishene – Resolution raising awareness of the high recidivism rates within the Penetanguishene detachment, and requesting Attorney General to persuade change within the provincial court system related to offender sentencing. **(Page C17 - 18)**
7. Township of Scugog – Resolution requesting the Ministry of Education and the Province of Ontario to amend policies requiring Student Transportation Services and School Boards around the Province work with parents to facilitate the use of smaller buses, spotters, and 3-point turns or backing up where necessary, to provide safer service to dead-end and private road children and prevent the need for additional turnarounds to be constructed on municipal roads. **(Pages C19 - 23)**
8. County of Simcoe - Resolution requesting the Province of Ontario to amend Ontario Regulation 380/04 under the Emergency Management and Civil Protection Act to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures. **(Pages C24 - 25)**
9. Hospice of Elgin – Project Updates – Fall 2021 – dated November 30, 2021. **(Page C26 - 27)**
10. LAS Natural Gas Program – 2019-20 Period Reserve Fund Rebate and Updated Agreement – dated November 30, 2021. **(Page C28 - 29)**
11. Ministry of the Environment, Conservation and Parks – Correspondence advising the Ministry is updating the noise prediction methods used for assessing road and rail traffic to protect Ontarians from excessive noise levels and ensure that noise pollution control methods are effective and based in current science. **(Page C30)**
12. Director of Conservation/Source Water Protection – Correspondence advising Ministry of the Environment, Conservation and Parks has posted a policy decision on the Environmental Registry of Ontario

amending the technical rules for assessing source water protection vulnerability and risk under the *Clean Water Act, 2006*. **(Pages C31)**

13. Long Point Region Conservation Authority – 2022 Meeting Schedule. **(Page C32)**

14. Long Point Region Conservation Authority – Correspondence advising of Transition Plan which communicates the Authority's strategy to achieve the requirements of Ontario Regulation 687/21. **(Page C33 - 36)**

15. Municipality of Bayham – Notice of Adoption of Official Plan Amendment No. 27 – December 10, 2021. **(Page C37)**

(H) Other Business

(i) County of Elgin – Correspondence relating to a proposed Woodlands Clearing, South Part Lot 12, Concession 11, Geographic Township of South Dorchester, Township of Malahide. **RES 11 (Pages 220-221)**

(I) By-laws

- (i) By-law No. 21-89 – Agreement with Intelivote Systems Inc. for Voting by Internet and Telephone for the 2022 Municipal Elections. **RES 12(Pages 222-235)**
- (ii) By-law No. 21-91 - Contract Extension with OCWA **RES 13 (Pages 236-237)**
- (iii) By-law No. 21-92 – Elgin-Middlesex Pumping Station (EMPS) Joint Occupancy and Use Agreement **RES 14 (Page 238)**
- (iv) By-law No. 21-93 – DataFix Agreement – Election **RES 15 (Pages 239-262)**
- (v) By-law No. 21-94 – Borrowing By-law **RES 16 (Pages 263-264)**
- (vi) By-law No. 21-88 – Intermunicipal Fire Agreement **RES 17 (Page 265)**

(J) Closed Session

(K) Confirmatory By-law **RES 18(Page 266)**

(L) Adjournment **RES 19**

****VIDEOCONFERENCE MEETING**

In order to respect the current recommendations of South Western Public Health regarding large public gatherings, please note that the Regular Council Meeting scheduled to be held on December 16, 2021 will be via videoconference only.

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 December 2, 2021 be adopted as printed and circulated.

2. THAT the Engineer's Report for the Maginnis Drain 2021, as prepared by Spriet Associates London Limited and dated October 28, 2021, be accepted;

AND THAT By-law No. 21-87 being a by-law to provide for the Maginnis Drain 2021 drainage works be read a first and second time and provisionally adopted.

3. THAT the Court of Revision for the Maginnis Drain 2021 be scheduled to be held on January 20, 2022, at 7:30 p.m.

4. THAT the tenders for the construction of the Maginnis Drain 2021 be requested for January 13, 2022, at 11:00 a.m.

5. THAT Report No. DS-21-62 entitled "Township of Malahide Official Plan Comprehensive Review & Five-Year Update: Final Considerations Report" be received for information;

AND THAT Council give direction to Staff on any necessary changes to the Official Plan Amendment;

AND THAT staff be directed to finalize the amendment for Council consideration for adoption on January 6th, 2022.

6. THAT Report No. F21-17 entitled "(*ELGINCOUNTY FIRE COMMUNICATION SYSTEM-SUPPORT AGREEMENT*)" be received;

AND THAT That the Township of Malahide Council authorize the signing of the Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment.

AND THAT the Township of Malahide to renew the System Support Agreement with Bearcom Communications.

7. THAT Report No. PW-21-62 entitled “OCWA Contract Extension for the Operations and Maintenance of the Elgin Middlesex Pumping Station” be received;

AND THAT the Township of Malahide, on behalf of the Aylmer Area Secondary Water Supply System (AASWSS) Joint Board of Management, enter into the agreement with the Ontario Clean Water Agency’s (OCWA) for a 5-year contract extension period for the purpose of operating and maintenance of the Elgin Middlesex Pumping Station.

8. THAT Report No. PW-21-63 entitled “Elgin-Middlesex Pumping Station: Joint Occupancy and Use Agreement” be received;

AND THAT the of the Mayor and Clerk of the Township of Malahide, on behalf of the Joint Board of Management for the Aylmer Area Secondary Watery Supply System (AASWSS), enter into the EMPS Joint Occupancy and Use Agreement; being an agreement with The Corporation of the City of London, the St. Thomas Secondary Water Supply System, the Aylmer Area Secondary Water Supply System, and the Elgin Area Primary Water Supply System for use of the Elgin-Middlesex Pumping Station.

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

- (i) Long Point Region Conservation Authority Board of Directors – Minutes of November 3, 2021.
- (ii) Long Point Region Conservation Authority Board of Directors – Budget Meeting - Minutes of November 10, 2021.
- (i) Aylmer Area Secondary Water Supply System and Port Burwell Area Secondary Water Supply System Joint Board of Management – Minutes of September 8, 2021.

10. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated December 2 and 9, 2021.
2. Town of Georgina – Resolution requesting the Provincial and Federal Governments to provide additional options for recycling of agricultural bale wrap and twine and boat shrink wrap.

3. City of St. Catharines – Resolution requesting Provincial government to take the necessary steps to work with the federal government on a bilateral agreement to ensure the new national child care program be made available to Ontarians, focusing on access, affordability, quality and responsiveness; and that staff actively monitor federal developments and engage in provincial and regional discussions.
4. City of Kitchener – Resolution requesting the Provincial Government to have an immediate review of the portion of the Ontario Fire Code known as Retrofit Section 9.5 undertaken.
5. City of Kitchener – Resolution formally denouncing conversion practices as dangerous and harmful, perpetuating myths and stereotypes about sexual orientation and gender identity and expression.
6. Town of Penetanguishene – Resolution raising awareness of the high recidivism rates within the Penetanguishene detachment, and requesting Attorney General to persuade change within the provincial court system related to offender sentencing.
7. Township of Scugog – Resolution requesting the Ministry of Education and the Province of Ontario to amend policies requiring Student Transportation Services and School Boards around the Province work with parents to facilitate the use of smaller buses, spotters, and 3-point turns or backing up where necessary, to provide safer service to dead-end and private road children and prevent the need for additional turnarounds to be constructed on municipal roads.
8. County of Simcoe - Resolution requesting the Province of Ontario to amend Ontario Regulation 380/04 under the Emergency Management and Civil Protection Act to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures.
9. Hospice of Elgin – Project Updates – Fall 2021 – dated November 30, 2021.
10. LAS Natural Gas Program – 2019-20 Period Reserve Fund Rebate and Updated Agreement – dated November 30, 2021.
11. Ministry of the Environment, Conservation and Parks – Correspondence advising the Ministry is updating the noise prediction

methods used for assessing road and rail traffic to protect Ontarians from excessive noise levels and ensure that noise pollution control methods are effective and based in current science.

12. Director of Conservation/Source Water Protection – Correspondence advising Ministry of the Environment, Conservation and Parks has posted a policy decision on the Environmental Registry of Ontario amending the technical rules for assessing source water protection vulnerability and risk under the *Clean Water Act, 2006*.
 13. Long Point Region Conservation Authority – 2022 Meeting Schedule.
 14. Long Point Region Conservation Authority – Correspondence advising of Transition Plan which communicates the Authority's strategy to achieve the requirements of Ontario Regulation 687/21.
 15. Municipality of Bayham – Notice of Adoption of Official Plan Amendment No. 27 – December 10, 2021.
11. THAT the County of Elgin correspondence relating to a proposed Woodlands Clearing, at the South Part Lot 12, Concession 11, Geographic Township of South Dorchester, Township of Malahide be received.
 12. THAT By-law No. 21-89 being a By-law to authorize the execution of an Agreement with Intelivote Systems Inc. for Voting by Internet and Telephone for the 2022 Municipal Elections be given first, second and third readings, and be properly signed and sealed.
 13. THAT By-law No. 21-91 being a By-law to authorize the execution of an Amending Agreement with Ontario Clean Water Agency for the provision of operations and maintenance services for water facilities, be given first, second and third readings, and be properly signed and sealed.
 14. THAT By-law No. 21-92 being a By-law to authorize the execution of a Joint Occupancy and Use Agreement for the Elgin-Middlesex Pumping Station, be given first, second and third readings, and be properly signed and sealed.
 15. THAT By-law No. 21-93 being a By-law to authorize the execution of an Agreement with Comprint Systems Incorporated (doing business as "DataFix") to provide Election to provide electronic list management services, be given first, second and third readings, and be properly signed and sealed.

16. THAT By-law No. 21-94 being a By-law to authorize temporary borrowing during the fiscal year ending December 31, 2022, be given first, second and third readings, and be properly signed and sealed.
17. THAT By-law No.21-88 being a By-law to authorize an intermunicipal agreement for joint ownership of fire communication equipment be given first, second and third readings, and be properly signed and sealed.
18. THAT By-law No. 21-90, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
19. THAT the Council adjourn its meeting at _____ p.m. to meet again on January 6, 2022, at 7:30 p.m.

The Corporation of the Township of Malahide

December 2, 2021 – 7:30 p.m.

Virtual Meeting - <https://youtu.be/wl4Tvx-9FmE>

Due to COVID 19 and Public Health concerns, the Malahide Township Council met at the Malahide Community Place, at 12105 Whittaker Road, Springfield, at 7:30 p.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 Fire and Emergency Services J. Spoor, Director of Finance A. Boylan, and IT Manager C. Coxen.

Staff via Zoom: Drainage Superintendent B. Lopez.

CALL TO ORDER:

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

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

No declarations of pecuniary interest were declared.

MINUTES:

No. 21-524

Moved by: Rick Cerna

Seconded by: Max Moore

THAT the minutes of the regular meeting of the Council held on November 18, 2021 be adopted as printed and circulated.

Carried.

PRESENTATIONS/DELEGATIONS/PETITIONS:

Public Meeting – Minor Variance Application – Kayla and Jason Smith,
relating to property at 51211 Clinton Street.

No. 21-525

Moved by: Mark Widner

Seconded by: Scott Lewis

THAT the Committee of Adjustment for the Township of Malahide be called to order at 7:31 p.m. and that Mayor Dave Mennill be appointed Chairperson for the “Committee of Adjustment”.

Carried.

Chair Mennill advised that the purpose of this Public Meeting is to consider an application for a Minor Variance as submitted by Kayla and Jason Smith.

Chair Mennill requested the Chief Administrative Officer to provide an overview of the application. The CAO advised that the applicants are seeking relief from the minimum Municipal Drain setback requirement of 7.5 metres (approximately 25 feet) in order to construct an accessory building on the subject property.

The effect of the specific relief sought would allow a new accessory building to be situated 3.5 metres (approximately 15 feet) from the Clinton Street Drain whereas the Zoning By-law requires such structures to be no closer than 7.5 metres from the centre line of a municipal tile drain. The Clinton Street Drain is located on the abutting property to the east, 0.5 metres from the eastern side lot line of the subject lands.

Chair Mennill asked the Applicant and/or their agent to provide any additional Information and there were none.

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

Chair Mennill inquired if any Committee Members had any questions regarding the application and Councillor Moore wanted reassurance that if drainage work was needed that there would be sufficient space and access to this area with the proposed building. CAO Betteridge confirmed that he had spoken with the Township Drainage Superintendent and the proposed plan had enough access if any future work was required to the drain. The Township Drainage Superintendent also noted that a fence would not be a problem as it was far enough away and the majority of any maintenance work could be done street side.

Chair Mennill advised that the Committee will consider all comments received when making its final decision on the application.

No. 21-526

Moved by: Scott Lewis

Seconded by: Dominique Giguère

THAT Report No. DS-21-58 entitled “Minor Variance Application No. D13-MV-08b-21 of Kayla and Jason Smith” and affecting lands described as Part of Block 135 on Plan 120, (Part 1 on 11R-8851) in the Township of Malahide (51211 Clinton St) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-08b-21 for relief from the minimum Municipal Drain setback requirement of 7.5 metres in order to construct an accessory building on the subject property 3.5 metres from the Clinton Street Drain.

AND THAT the approval shall be subject to the following conditions:

- 1) That a development agreement be registered on title stating that any fencing on the subject lands eastern boundary may need to be removed to accommodate future drainage maintenance or installations at no cost to the Township.**

Carried.

Public Meeting – Minor Variance Application – Todd and Laurie Sprague, relating to property at 9281 Rogers Road.

Chair Mennill advised that the purpose of this Public Meeting is to consider an application for a Minor Variance as submitted by Todd and Laurie Sprague.

Chair Mennill requested the Township Planner, Dan Smith, provide an overview of the application. The Planner advised that the applicants are seeking relief from the accessory structures provisions of the Zoning By-law in order to construct a detached accessory building having a ground floor area of approximately 335 sq. metres (3,605.9 sq. feet). The size of the property is similar in size to others in the area. The effect of the specific relief sought includes allowing an accessory structure that exceeds the maximum floor area of 200 sq. metres. From a planning perspective the proposal cannot be supported for the reasons set out in the report.

Mr. Smith noted that, if the committee chose to approve the application there should be a couple conditions placed in order to keep in good planning principles.

Chair Mennill asked the Applicant and/or their agent to provide any additional Information. Mr. Sprague addressed Council advising them he would be willing to move the building in order to proceed with the project.

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

Chair Mennill inquired if any Committee Members had any questions regarding the application as he suggested to the Committee that the size of the project be decreased even though the size of the lot could accommodate a larger structure. Councillor Widner noted the size of the building and agreed that it was large for the needs of a personal accessory building. Mr. Sprague agreed to decrease the size of the building to 2500 square feet. He wanted to ensure that it was known that the accessory building was for personal use only.

No. 21-527

Moved by: Rick Cerna

Seconded by: Mark Widner

THAT Report No. DS-21-59 entitled “Minor Variance Application No. D13-MV-09-21 of Todd & Laurie Sprague” and affecting lands described as Part of Lot 78, Concession South of Talbot Road N, Part 2 of 11R-6248, (Geographic Township of Malahide) (9281 Rogers Road) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-09-21 for relief from the maximum accessory building floor area of 200 square metres in order to construct an accessory building with a floor area of 2500 square feet square.

AND THAT the approval of the Minor Variance shall be subject to the following conditions:

- 1) That the owner/applicant obtain the necessary Building Permit(s) and obtain occupancy of the proposed structure within one (1) year from the date of decision, and to the satisfaction of the Chief Building Official ensuring that the approved variance applies only to the proposed detached accessory structure which is to be situated 15.2 metres from rear property line; and,**
- 2) That the owner/applicant enter into a development agreement with the Township of Malahide to regulate the use, architectural design, and location of the proposed detached accessory structure on the**

subject property, and any screening deemed appropriate in relation to abutting properties.

Carried.

No. 21-528

Moved by: Max Moore

Seconded by: Rick Cerna

THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at 7:50 p.m.

Carried.

The Mayor thanked Dan Smith from Monteith Brown, Todd Sprague and Gary DeMers and they retired from the meeting.

- Presentation – Jaiman Chin, Olivia Lahaie and Connor Sharp of Strategy Corp. relating to the County of Elgin Road Maintenance Agreement.

Jaiman Chin, Olivia Lahaie and Connor Sharp, of Strategy Corp. appeared before the Council to provide information regarding the County of Elgin Road Maintenance Agreement.

Connor Sharp provided an overview of the executive summary. He advised that Strategy Corp. was retained by the County to perform a review of the Roads Maintenance Agreement and provide insight on some of the long-standing concerns by both the County and the Lower Tier Municipalities (LTM). Mr. Sharp provided an overview of the findings and what key areas are recommended to be prioritized. The outcome of this review is significant but the overall recommendations fall within increased governance and communications, scope of services, funding and reporting and enhancement are the main areas. He noted that overall in this analysis there were some gaps in data when performing the analysis and it is recommended that this data be acquired over time as it would be beneficial at the next renewal.

Deputy Mayor Giguère noted that Malahide cannot fine tune the formula until we have better data and every municipality is at different stages and capabilities of producing that data. In response to Deputy Mayor Giguère's inquiry relating to where Malahide stands in improving data collection, CAO Betteridge noted that in consultations with the Roads Manager and the Director of Public Works he understands Malahide is in a solid position.

CAO Betteridge posed the question to the Consultants if they had any comments after reviewing Malahide's data. Ms. Lahaie advised that after reviewing the data

from all the different LTM's that Malahide's data was some of the most comprehensive that they received.

Councillor Widner requested clarification on contractual recommendation four from the presentation/report that references changes to service levels with respect to grass cutting, line painting, and road signs. Ms. Lahaie stated that these items were reviewed to find efficiencies and collaboration between the County and LTM's. It would remove onerous tasks that everyone agreed weren't necessarily needed. For example, property line and naturalization concepts for grass cutting, line painting collaboration to ensure its only being done once and any road signs needing replacement due to reflectivity issues are looked after by the County whereas replacement due to other circumstances are done by the LTM's.

No. 21-529

Moved by: Dominique Giguère

Seconded by: Chester Glinski

THAT the presentation from Jaiman Chin, Olivia Lahaie and Connor Sharp of Strategy Corp. relating to County of Elgin Road Maintenance Agreement Review, be received.

Carried.

REPORTS:

Director of Public Works

- Request for Improvement – J. L. Ferguson Drain

The Drainage Superintendent identified changes to the drainage application process to ensure the processes outlined in the Drainage Act is followed more closely. Once a petition is received by Council, the Drainage Act requires municipalities to notify local conservation authorities, other involved municipalities, and OMAFRA. These agencies are then allowed a 30 day period to request an environmental analysis or cost benefit statement at their expense prior to Council appointing an engineer to prepare a report. This will result in the previously presented 'combined' petition report to be separated into two reports; one to receive the petition and notify agencies, and the second to appoint the engineer after the request period has expired.

No. 21-530

Moved by: Max Moore

Seconded by: Chester Glinski

THAT Report No. PW-21-59 entitled “Request for Improvement – J. L. Ferguson Drain” be received;

AND THAT the Request for Improvement be accepted by the Council, and that notice be sent to the CA/MNRF, OMAFRA and local municipalities affected.

Carried.

- Petition for Drainage – Burks Petition

No. 21-531

Moved by: Mark Widner

Seconded by: Rick Cerna

THAT Report No. PW-21-55 entitled “Petition for Drainage – Burks Petition” be received;

AND THAT the Petition for Drainage accepted by the Council, and that notice be sent to the CA/MNRF, OMAFRA and local municipalities affected so they may request a Benefit Cost Statement or Environmental Appraisal.

Carried.

Director of Financial Services/Treasurer

- 2022 Budget Committee Schedule

No. 21-532

Moved by: Mark Widner

Seconded by: Scott Lewis

THAT Report No. FIN 21-15 titled “2022 Budget Committee Schedule” be received;

AND THAT the following meeting schedule for the Budget Committee for 2021 Budget deliberations be approved:

- Tuesday, March 15, 2022 @ 7:00 pm
- Tuesday, March 29, 2022 @ 7:00 pm
- Tuesday, April 12, 2022 @ 7:00 pm.

Carried.

- Assessment Update Postponement

Mayor Mennill noted that in addition to this report there was correspondence received that is included in the correspondence agenda later in the meeting and that he intended to endorse the concerns of those other municipalities regarding the continued postponement of property assessments.

No. 21-533

Moved by: Scott Lewis

Seconded by: Dominique Giguère

THAT Report No. FIN 21-16 entitled “Assessment Update Postponement” be received.

Carried.

Building/Planning/By-law

- Application for Consent to Sever of Rockx Farms Ltd. - Report

No. 21-534

Moved by: Widner

Seconded by: Cerna

THAT Report No. DS-21-61 entitled “Application for Consent to Sever of Rockx Farms Ltd” be received;

AND THAT the Application for Consent to Sever of Rockx Farms Ltd., relating to the property located at Part of Lot 11, Concession 11, (Geographic Township of South Dorchester), and known municipally as 49779 Lyons Line, 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.

- Application for Consent to Sever of Rockx Farms Ltd. - Conditions

No. 21-535

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT the Malahide Township Council has no objection to the Land Severance No. E92/21 in the name of Rockx Farms Ltd., relating to the property located at Part Lot 11, Concession 11, Geographic Township of South Dorchester, Township of Malahide, subject to the following conditions:

- 1. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.**
- 2. That the applicant be required to retain the services of a professional designer and have an engineered Lot grading development plan and ditch grading plan prepared in accordance with good engineering practices, that are suitable to the Township prior to the condition being deemed fulfilled.**
- 3. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.**
- 4. Confirmation that private sewage system be confined entirely within the boundaries of the newly created parcel. That system be in conformance with all required setbacks from lot lines prior to the condition being deemed fulfilled.**
- 5. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.**
- 6. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.**
- 7. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.**
- 8. That the applicant is responsible to apply and pay all fees to the Township with respect to Civic Addressing Numbers/Signage for the severed and retained portions of property prior to the condition being deemed fulfilled.**
- 9. That the applicants initiate and assume all planning costs associated with the required Zoning By-law Amendment as required in accordance with the Ontario Planning Act, RSO 1990, with such cost to be paid in full to the Township and that the required process be successfully completed prior to the condition being deemed fulfilled.**

Carried.

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 21-536

Moved by: Max Moore

Seconded by: Scott Lewis

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

- (i) East Elgin Community Complex Board of Management Minutes – Draft Minutes of November 24, 2021**

Carried.

CORRESPONDENCE:

No. 21-537

Moved by: Mark Widner

Seconded by: Max Moore

THAT the Town of Plympton-Wyoming, Township of Amaranth, Township of Thornloe – Resolution supporting Municipality of Mattice-Val Côtés regarding concerns with the continued postponement of property assessments from Municipal Property Assessment Corporation (MPAC) be supported.

Carried.

No. 21-538

Moved by: Mark Widner

Seconded by: Max Moore

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated November 18 and 25, 2021.**
- 2. Town of Aylmer - Notice of Study Commencement – Replacement of the Existing Water Storage Facility – dated November 12, 2021.**

3. **City of Vaughan - Resolution endorsing national teen driver safety week and requesting the Ministry of Transportation to review measures impacting newly licensed drivers.**
4. **City of Kitchener - Requesting Provincial government to review Liquor Licence Sales and patio extensions.**
5. **Municipality of Chatham-Kent – Resolution supporting City of Kitchener requesting the Province to provide financial supports for businesses to cover capital and human resources costs necessary to implement the Covid 19 vaccine passport program.**
6. **Municipality of Chatham-Kent – Resolution supporting City of Kitchener requesting all levels of government to collaborate in data sharing and collection related to renovations, specifically the impacts of renovations on tenancy.**
7. **Municipality of Chatham-Kent – Resolution supporting County of Huron requesting the provincial and federal governments to identify Homelessness as a “Provincial” and “National Crisis” and provide financial support for housing and homelessness programs as well as increase funding to mental health and addiction services.**
8. **Township of Lake of Bays, Township of Wainfleet – Resolution supporting Township of Adelaide Metcalfe requesting the Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements.**
9. **Municipality of Central Elgin – Notice of Passing Zoning By-law Amendment relating to the following:**
 - **45561 Elm Line.**
 - **6531 Bostwick Road.**

Carried.

OTHER BUSINESS

- VIA Rail High frequency Project

Mayor Mennill requested that staff be directed to send a letter of support to Karen Vecchio office in relation to VIA Rail's high frequency rail project.

- Long Term Service Recognition

Council Moore recognized an upcoming retirement of a long-time contract employee for the Township of Malahide, Bonnie Kellington, and wanted to provide her with an honourable mention for her service.

- Southwestern Public Health Reporting Measures

Councilor Cerna requested that staff be directed to follow up with Southwestern Public Health in regards to reporting procedures of COVID-19 case counts by municipality.

- Service Club Recognition

Councillor Widner recognized the Aylmer Kinsmen Santa Claus Parade held on November 27 in Aylmer noting the great organization of the parade and that it was well attended.

CLOSED SESSION:

No. 21-539

Moved by: Scott Lewis

Seconded by: Chester Glinski

THAT Council move into Closed Session at 8:25p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following matter:

- (i) **A Labour Relations or Employee Negotiations regarding Performance Review.**

Carried.

No. 21-540

Moved by: Rick Cerna

Seconded by: Scott Lewis

THAT Council move out of Closed Session and reconvene at 8:30 p.m. in order to continue with its deliberations.

Carried.

No. 21-541

Moved by: Chester Glinski

Seconded by: Max Moore

THAT the Municipal Staff be directed to award the appropriate grid level advancements to all eligible Non-union and Management Municipal Staff effective January 1, 2022.

CONFIRMATORY:

No. 21-542

Moved by: Scott Lewis

Seconded by: Rick Cerna

THAT By-law No. 21-86, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried.

ADJOURNMENT:

No. 21-543

Moved by: Chester Glinski

Seconded by: Mark Widner

THAT the Council adjourn its meeting at 8:32 p.m. to meet again on December 16, 2021, at 7:30 p.m.

Carried.

Mayor – D. Mennill

Clerk – A. Adams



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 21-87

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 Maginnis Drain 2021
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.

Pt Lots 20 to 22
Concession 2 to 4
In the geographic 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 \$20,500.00.

AND WHEREAS \$20,500.00 is the amount to be contributed by the municipality for construction of the drainage works.

AND WHEREAS \$20,500.00 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 October 28, 2021, 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 \$20,500.00 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 “Maginnis Drain 2021”.

READ A FIRST AND SECOND TIME THIS 16th day of December, 2021.

Mayor

Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 3rd day of February, 2022.

Mayor

Clerk



Report to Council

REPORT NO.: DS-21-62

DATE: December 16, 2021

ATTACHMENT: 1) Presentation Slides from MBPC dated December 16, 2021; and,
2) Draft Official Plan Amendment

SUBJECT: **TOWNSHIP OF MALAHIDE OFFICIAL PLAN
COMPREHENSIVE REVIEW & FIVE-YEAR UPDATE:
FINAL CONSIDERATIONS REPORT**

Recommendation:

THAT Report No. DS-21-62 entitled "Township of Malahide Official Plan Comprehensive Review & Five-Year Update: Final Considerations Report" be received for information;

AND THAT Council give direction to Staff on any necessary changes to the Official Plan Amendment;

AND THAT staff be directed to finalize the amendment for Council consideration for adoption on January 6th, 2022.

Background:

In early 2019 Township Council commenced with the comprehensive review and update of its Official Plan.

Although COVID-19 and key staff changes have caused a delay in the review process, the Township CAO and the Township's planning consultant, Monteith Brown Planning Consultants ("MBPC"), have worked to get this project to a point where Council can consider it for final approval and adoption.

A Special Public Meeting was held on June 28, 2021, where MBPC provided Council and the public with their background report, comments received to date, and preliminary recommendations. Council also heard from two individuals regarding land-use changes in the hamlets of Calton and Kingsmill Corners, respectively.

Comments/Analysis:

The main purpose of a municipal official plan is to establish and set the land-use designations and policy framework in order to direct how land is to be used, including where (and how) growth and development is to occur, all in accordance with directives established by the Province through its “Provincial Policy Statement” (“PPS”).

Given this, a large and critical component of any official plan review is consulting with the public, usually including considering requests from owners of land seeking to have their’ properties included into various designated growth areas of the new/updated official plan. Such requests are generally referred to as “settlement area expansion requests”.

The Township has received a number of such requests. Each individual request has been considered on its own merits by MBPC and in consultation with Township staff. Each request is itemized in MBPC’s presentation material to Council and the Public.

MBPC will present their final recommendations, and seek Council direction on final aspects of the amendment.

Financial Implications to Budget:

The Township of Malahide Official Plan Comprehensive Review & Five-Year Update is included in the 2021 Budget. The information provided in this status report will have no impact on the budget as previously adopted by the Council.

Relationship to Cultivating Malahide:

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

The Township of Malahide Official Plan is a critical policy document for our municipality. Reviewing and completing the update of the Official Plan, including the consultation with our community that has occurred to date and will continue, will meet many of the goals established under the four pillars of the ICSP noted above.

Approved by:
Adam Betteridge, MCIP, RPP Chief Administrative Officer

Statutory Public Meeting

December 16, 2021

Comprehensive Review & Five-Year Update Township of Malahide Official Plan

the **TOWNSHIP** of
MALAHIDE
A proud tradition, a bright future.



mbpc
Monteith • Brown
planning consultants



AGENDA

- What is a Comprehensive Review?
- Purpose of the Meeting
- The Planning Environment
- Policy Review – OPA 20
- Mapping Changes – OPA 20
- Discussion

WHAT IS A COMPREHENSIVE REVIEW?

- A review of an Official Plan that considers alternative directions for growth or development and determines how best to accommodate the development and provincial interests.
- A Comprehensive Review considers:
 - population and employment projections;
 - evaluation of alternative directions for growth or development;
 - opportunities to accommodate growth through intensification;
 - physical constraints to accommodating the proposed development;
 - planning for infrastructure and public service facilities including the ability to provide sewage and water services; and,
 - cross-jurisdictional issues.

PURPOSE OF THE MEETING – WHAT AND WHY?

- The Official Plan is the most important policy document in the provision and undertaking of public works.
- The Township of Malahide has reviewed the findings and recommendations of the Background Report at its meeting on June 28, 2021 and is now in a position to move forward with an Amendment to the Official Plan to formally reflect those desired changes.
- This meeting offers the opportunity for Council and the public to review the proposed changes to the Official Plan contained in Amendment No. 20.

PLANNING ENVIRONMMENT

- The Official Plan in effect was adopted August 16, 2001 and approved by the Province on March 9, 2003.
- The Official Plan must conform to the County of Elgin Official Plan and must be consistent with the Provincial Policy Statement (2020).
- The Official Plan has been the subject of 19 amendments (not all of which were approved).
- The Planning Act requires a Municipality to undertake a review of its Official Plan every five years. The last review was undertaken in 2013.

OFFICIAL PLAN AMENDMENT NO. 20

Updates Related to Current Projections & Planning Framework

- Reflects the current situation and the most recent population projections to the year 2045.
- Acknowledges the hierarchy of the County of Elgin Official Plan.
- Re-iterates matters of Provincial Interest.
- Updates policies related to Settlement Areas to mirror the policies in the 2020 Provincial Policy Statement

OFFICIAL PLAN AMENDMENT NO. 20

Cannabis Production and Processing

- New section added to provide direction on the regulation of cannabis operations resulting from several inquiries received by the Township since the Federal government issued sweeping approvals for the industry.
- Cannabis Production and Processing is proposed to be permitted in Agricultural and Industrial designations where it can be demonstrated by applicants that the use will be compatible with existing and planned surrounding land uses.

OFFICIAL PLAN AMENDMENT NO. 20

Rural & Agricultural Development

- **On-Farm Diversified Uses (Section 2.1.4):** provides the Township with greater flexibility when assessing the types of uses permitted and the standards applying to such uses.
- **Second Dwelling Units (Section 2.1.13):** permits a second dwelling unit within a single detached dwelling or within an accessory building on lands designated 'Agriculture'. (The current OP policy (Section 4.1.5) only addresses and permits second dwelling units in designated settlement areas).
- **Granny Flats (Section 3.9):** policies added to permit granny flats or garden suites for family members. There is likely to be continued interest by property owners in the ability to provide for temporary accommodation for family members residing on the same lot in both agricultural and settlement areas.



OFFICIAL PLAN AMENDMENT NO. 20

Industrial Policies

- **3.4.1 Conversion of Employment Areas:**

- Permits the conversion of employment areas outside a comprehensive review subject to sufficient planning justification being provided and as provided for under the PPS 2020 (Section 1.3.2.5).

- **3.4.5 Home Based Industrial Park:**

- A new designation and policy is introduced to permit the development of home-based industrial parks following on a similar theme as the Silvermoon Innovation Park lying adjacent to Highway No. 401 in the Municipality of Thames Centre.

OFFICIAL PLAN AMENDMENT NO. 20

Future Urban Growth

- A large amount of land is reallocated from unserviced, or partially serviced hamlet settlement areas to the Village of Springfield. A higher density of residential development is anticipated in Springfield due to the existing municipal sanitary services and planned extension of water services.
- The 'Future Urban Growth' designation acknowledges that these lands will eventually be developed for urban land uses and provides a degree of flexibility insofar as it is difficult to forecast what the demand for residential development will be once full municipal services are available.
- A number of factors are expected to accelerate demand for housing in Springfield. The Future Urban Growth designation will help the Township maintain flexibility to address these shifting trends.



OFFICIAL PLAN AMENDMENT NO. 20

Land Supply & Demand

- Arising from the population projections and a detailed review of lands available for development, it has been determined that the Township has more than an adequate supply of land to accommodate future growth and anticipated housing needs.
- In recognition that the Township does not require additional lands to accommodate growth, it is recommended that a focus be placed on ensuring that underutilized lands in the designated hamlets be “re-shuffled” and re-allocated to the Village of Springfield, where opportunities for growth are appropriately allocated. Key factors at play in determining the location of growth lands are related to:
 - Geography
 - Transportation Linkages
 - Potential availability of full municipal services (water and sanitary)
 - Opportunities for access to employment lands
- County of Elgin has expressed support for the consolidation of developable lands within the Village of Springfield.

Malahide Official Plan Comprehensive Review & Update

Summary of Comments Received (since the Special Meeting of Council held on June 28, 2021)

Sent By	Date of Submission	Property Reference	Comment/Concern	Recommendation
Rosemary Kennedy	August 3, 2021	11184 Springfield Road Schedule 'A' of OPA 20	<ul style="list-style-type: none"> Expressed some concerns with respect to the proposed 'Industrial' designation of the owner's lands at the south end of Springfield. The Township has advised that the proposed change in land use designation from 'Agriculture' to 'Industrial' does not "force" the owner to develop. It simply directs how and where development of an area should occur in the future. 	No Change Recommended
Tristan Balint	August 11, 2021	51048 Ron McNeil Line Schedule 'A' of OPA 20	<ul style="list-style-type: none"> The owner's property backs onto the newly residential designated lands (future subdivision proposed by V-Group). The owner is seeking information on the proposed plan, such as where roads would be built, number of homes proposed, and an estimated timeline for the development. The Township has responded that it is anticipated that any development would be required to be on sanitary services and developed at an appropriate density to make effective and efficient use of those lands through a plan of subdivision or condominium. 	No Change Recommended
Rob & Rose Anne Kuiper	August 11, 2021	6784 Hacienda Road Schedule 'G' of OPA 20	<ul style="list-style-type: none"> Owners object to the removal of their lands from the Settlement Area of Luton. The owners have invested money in exploring the various options for development of the property. The owners previously obtained four severances from the subject lands to build single detached dwellings along Hacienda Road. A strip of land is reserved for future access to the rear lands. 	Revised the 'Settlement Area' boundary on Schedule 'G' to include the subject lands.



Malahide Official Plan Comprehensive Review & Update

Summary of Comments Received (since the Special Meeting of Council held on June 28, 2021)

Sent By	Date of Submission	Property Reference	Comment/Concern	Recommendation
Civic Planning Solutions c/o Shackleton Auctions	August 23, 2021	51570 Lyons Line Schedule 'N' of OPA 20	<ul style="list-style-type: none"> Shackleton Auctions is seeking to expand the existing auction establishment (as noted at the June 28 Meeting). The owners request a minor adjustment to the lands designated 'Special Policy Area' as reflected on Schedule 'N'. The are of the lands designated would not change from the original proposal. 	Boundary of the Special Policy Area has been revised to reflect the most current proposal.
Ian Cousins c/o Cram & Associates	September 27, 2021	Part Lot 24, Con 7 South	<ul style="list-style-type: none"> Owners seeking a designation to permit commercial, commercial/industrial, and residential uses on a 20.2 ha (50 ac) agricultural parcel situated on the east side of Belmont Road north of Yorke Line abutting the Village of Belmont. Subsequent to submission, municipal staff had discussions with David Cousins and it is understood that the owner has no objection to the proposed Agricultural designation at this time. 	No Change Recommended
Kelvin Saarloos & Dick Greenway	November 29, 2021	12044 Dorchester Road Schedule 'F' of OPA 20	<ul style="list-style-type: none"> Concur with recommendation that the lands situated on the east side of Dorchester Road abutting Kingsmill Corners be designated as a home-based business industrial park, but are concerned about the boundary limits of Kingsmill Corners not being extended to include the entirety of the property within the settlement area boundary. It was noted at the June 28 meeting that the Kingsmill area was one of three potential locations for a Home-Based Industrial Park. Council will ultimately decide which location(s) will be considered for this purpose and the boundary limits will be finalized accordingly. 	<p>Revised 'Settlement Area' boundary on Schedule 'F' to include the entirety of the subject lands.</p> <p>Retain all three areas identified as 'Home-Based Industrial Park' on Schedule 'A' (Springfield), Schedule 'F' (Kingsmill Corners), and Schedule 'L' (Aylmer East).</p>



Malahide Official Plan Comprehensive Review & Update

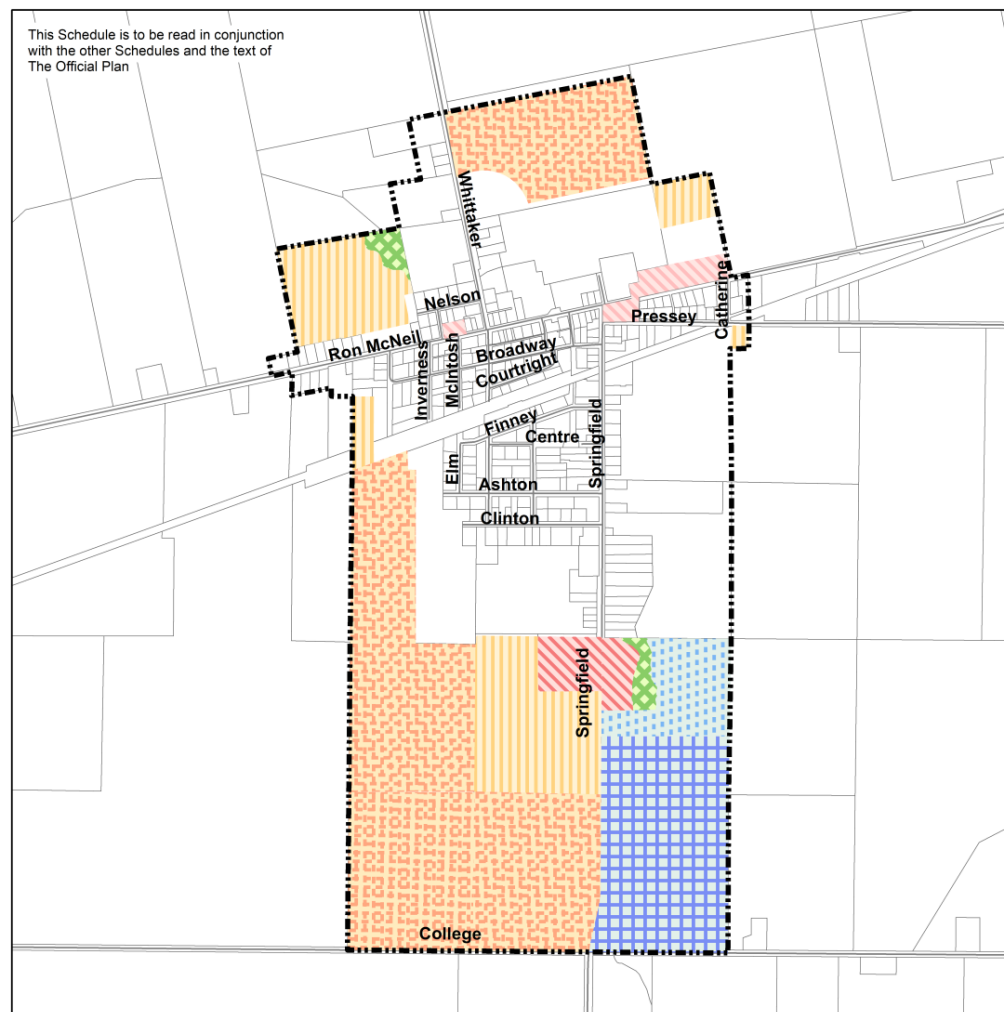
Summary of Comments Received (since the Special Meeting of Council held on June 28, 2021)

Sent By	Date of Submission	Property Reference	Comment/Concern	Recommendation
Lisa & Steve Holmes	December 9, 2021	12044 Dorchester Road Schedule 'F' of OPA 20	<ul style="list-style-type: none">Owners reside at 48299 Ron McNeil Line and are opposed to the lands situated to the west of 12044 Dorchester Road being changed from 'Agriculture' to 'Home-Based Business Industrial Park'. The owners have raised environmental concerns relating to Catfish Creek and wildlife in the area, as well as concerns that the land in question comprises good farmland.	The 'Settlement Area' be extended to include the subject lands as part of the 'Home-Based Industrial Park' designation.
Will Hayhoe (Hayhoe Homes)	December 9, 2021	Schedule 'A' of OPA 20	<ul style="list-style-type: none">Supports direction of growth and development to the Village of Springfield on full municipal services.	N/A
Doug Tarry	December 1, 2021	Schedule 'A' of OPA 20	<ul style="list-style-type: none">Supports provision of municipal water supply to the Village of Springfield.	N/A

OFFICIAL PLAN AMENDMENT NO. 20 MAPPING CHANGES

OPA NO. 20 SCHEDULE 'A'

Village Settlement Areas - Springfield



TOWNSHIP OF MALAHIDE OFFICIAL PLAN

SCHEDULE 'A' LAND USE PLAN

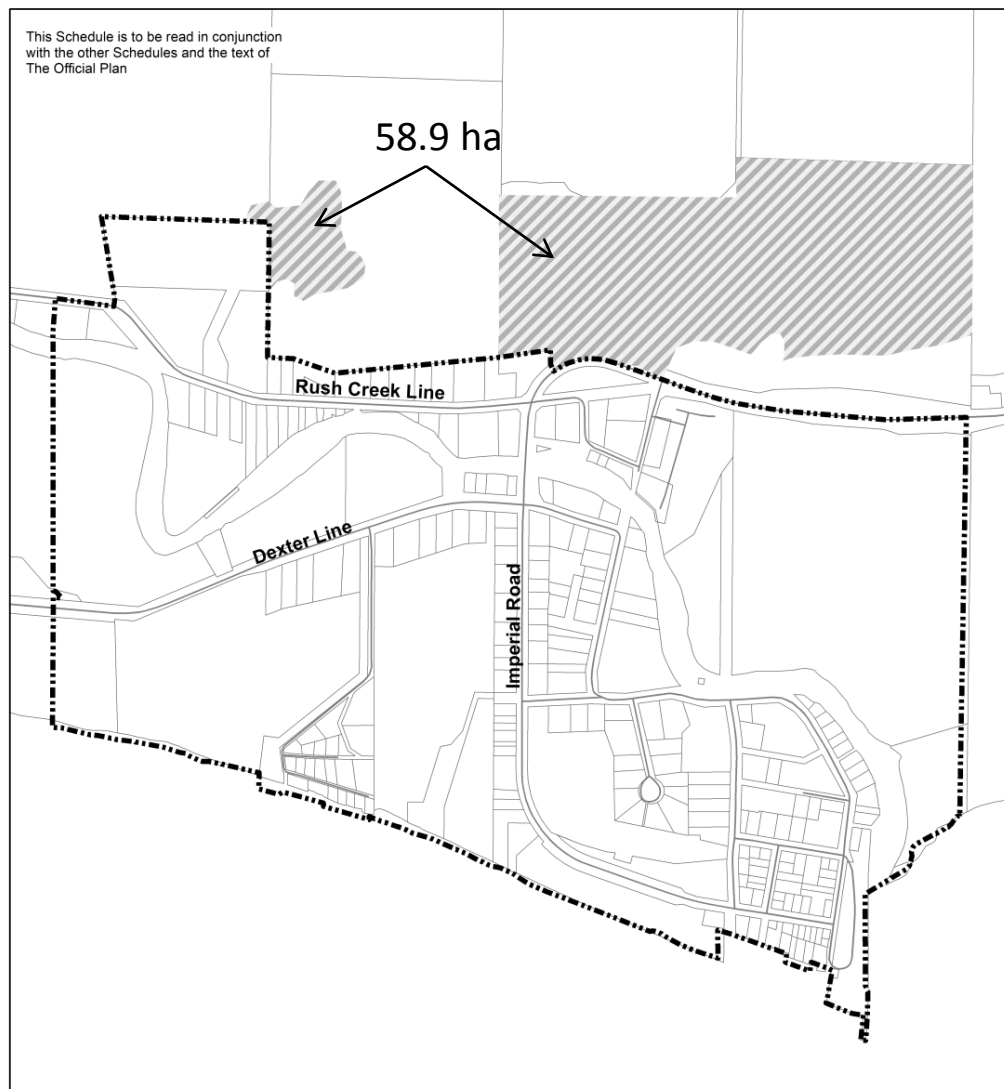
SPRINGFIELD

Legend

- Lands re-designated from 'Agriculture' to 'Residential'
- Lands re-designated from 'Agriculture' to 'Industrial'
- Lands re-designated from 'Agriculture' to 'Home-Based Industrial Park'
- Lands re-designated from 'Agriculture' to 'Commercial'
- Lands re-designated from 'Agriculture' to 'Open Space'
- Lands re-designated from 'Agriculture' to 'Future Urban Growth'
- Lands re-designated from 'Residential' to 'Commercial'
- Settlement Area

OPA NO. 20 SCHEDULE 'B'

Village Settlement Areas – Port Bruce



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'B'
LAND USE PLAN

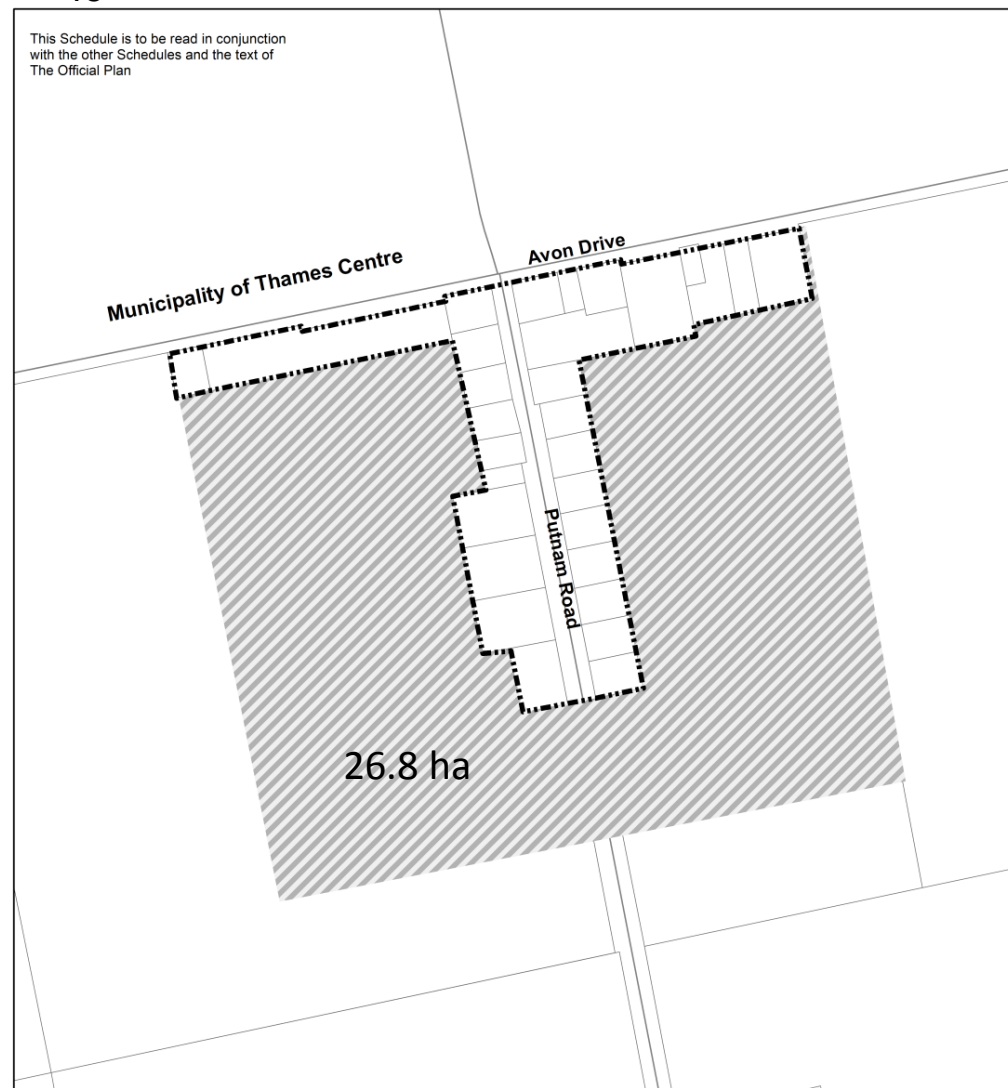
PORT BRUCE

Legend

- Lands re-designated from 'Residential' to 'Open Space'
- Settlement Area

OPA NO. 20 SCHEDULE 'C'

Hamlet Settlement Areas – Avon



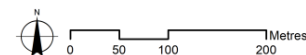
TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'C'
LAND USE PLAN

AVON



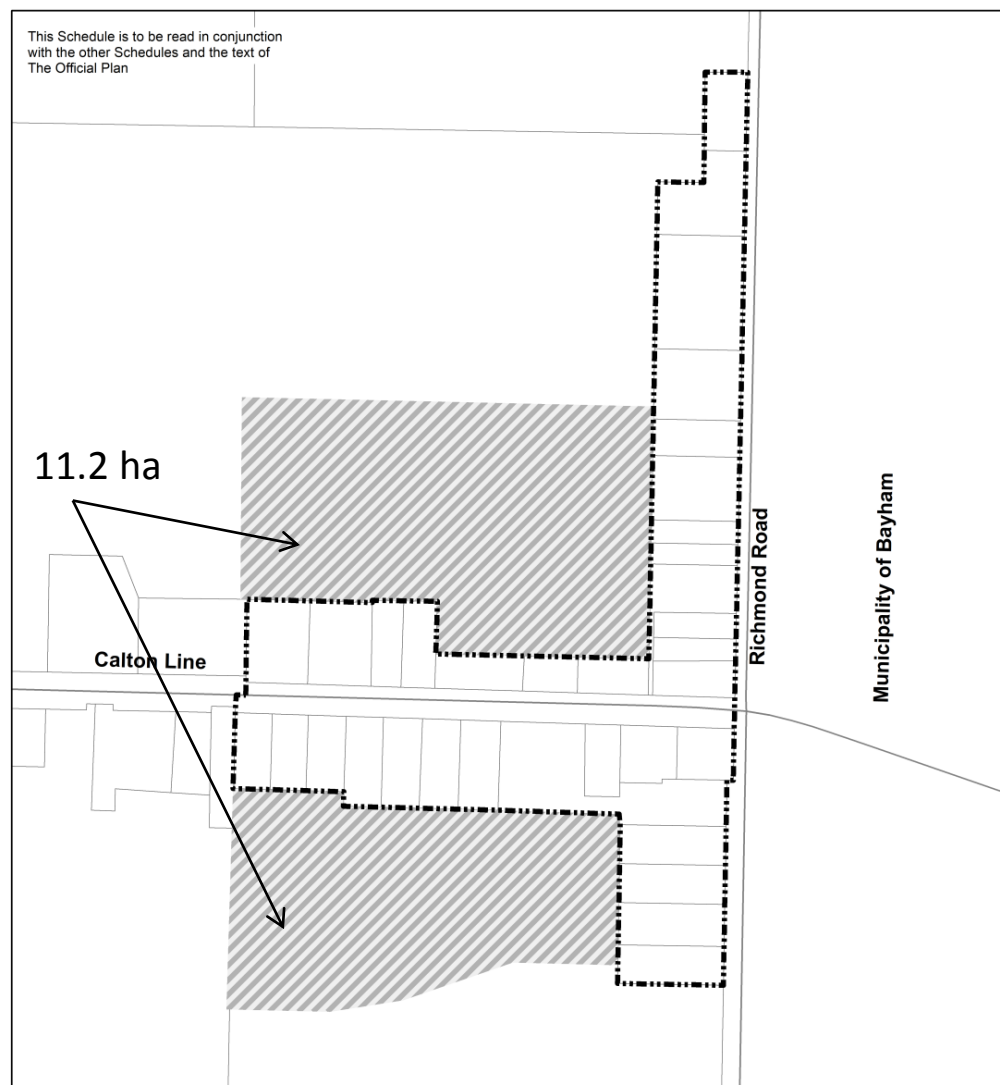
Legend

- Lands re-designated from 'Hamlet' to 'Agriculture'
- Settlement Area



OPA NO. 20 SCHEDULE 'D'

Hamlet Settlement Areas – Calton



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'D'
LAND USE PLAN
CALTON

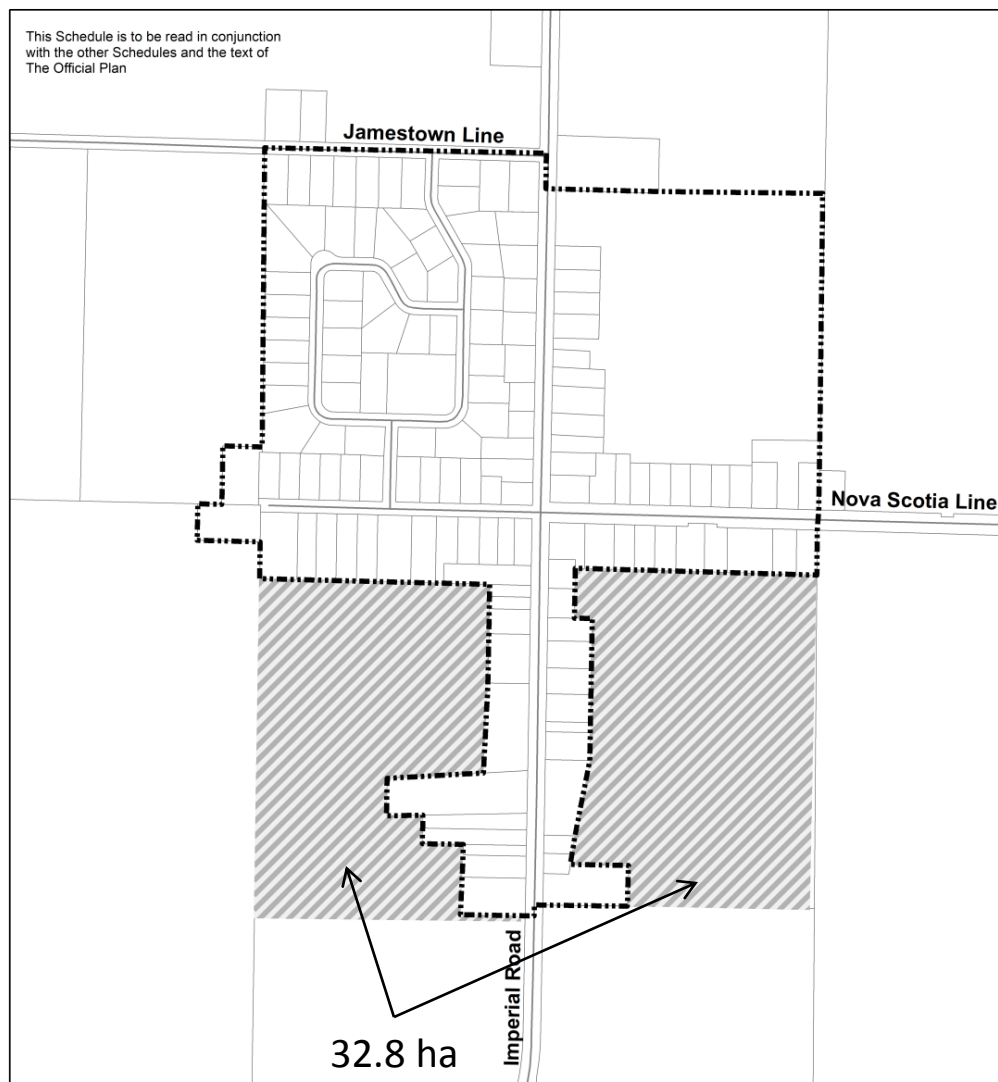
Legend

- Lands re-designated from 'Hamlet' to 'Agriculture'
- Settlement Area



OPA NO. 20 SCHEDULE 'E'

Village Settlement Areas – Copenhagen



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'E'
LAND USE PLAN

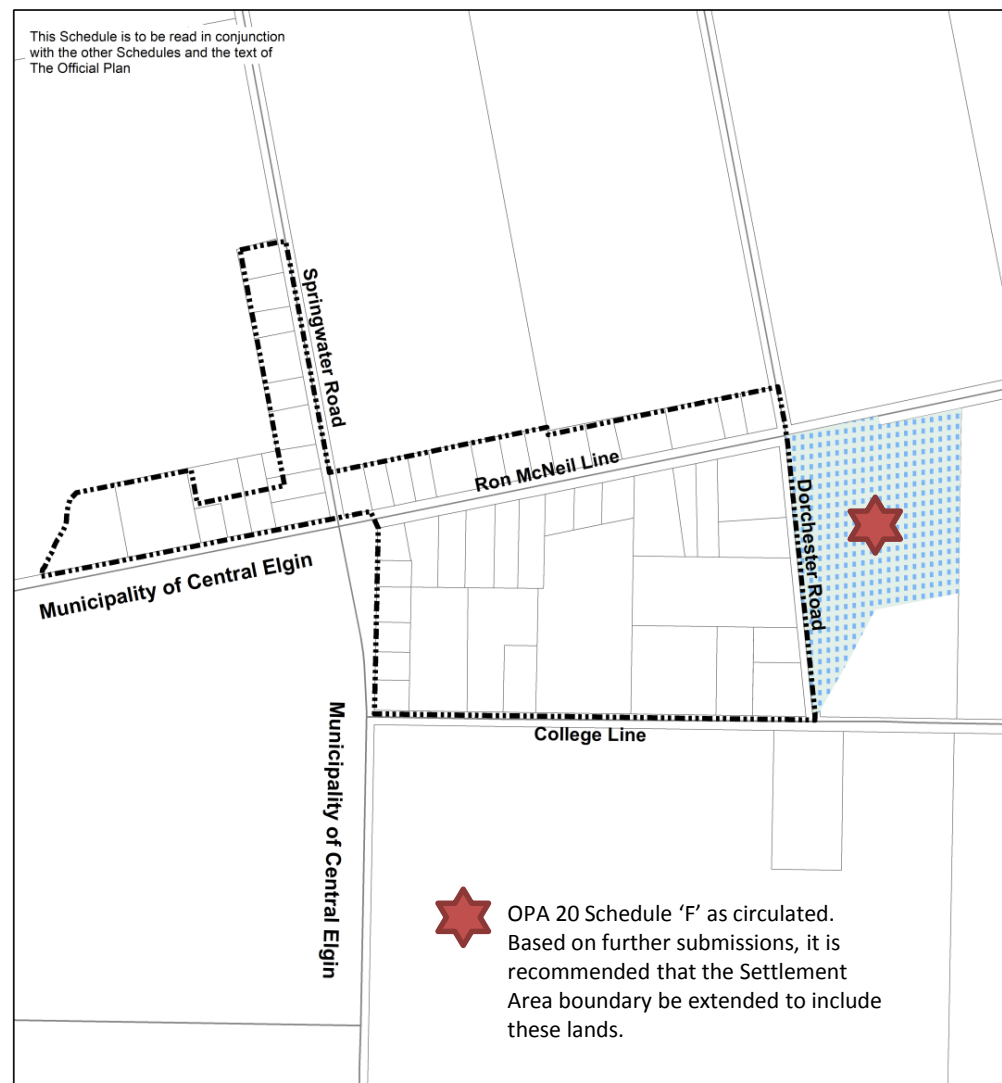
COPENHAGEN

Legend

- Lands re-designated from 'Hamlet' to 'Agriculture'
- Settlement Area

OPA NO. 20 SCHEDULE 'F'

Village Settlement Areas – Kingsmill Corners

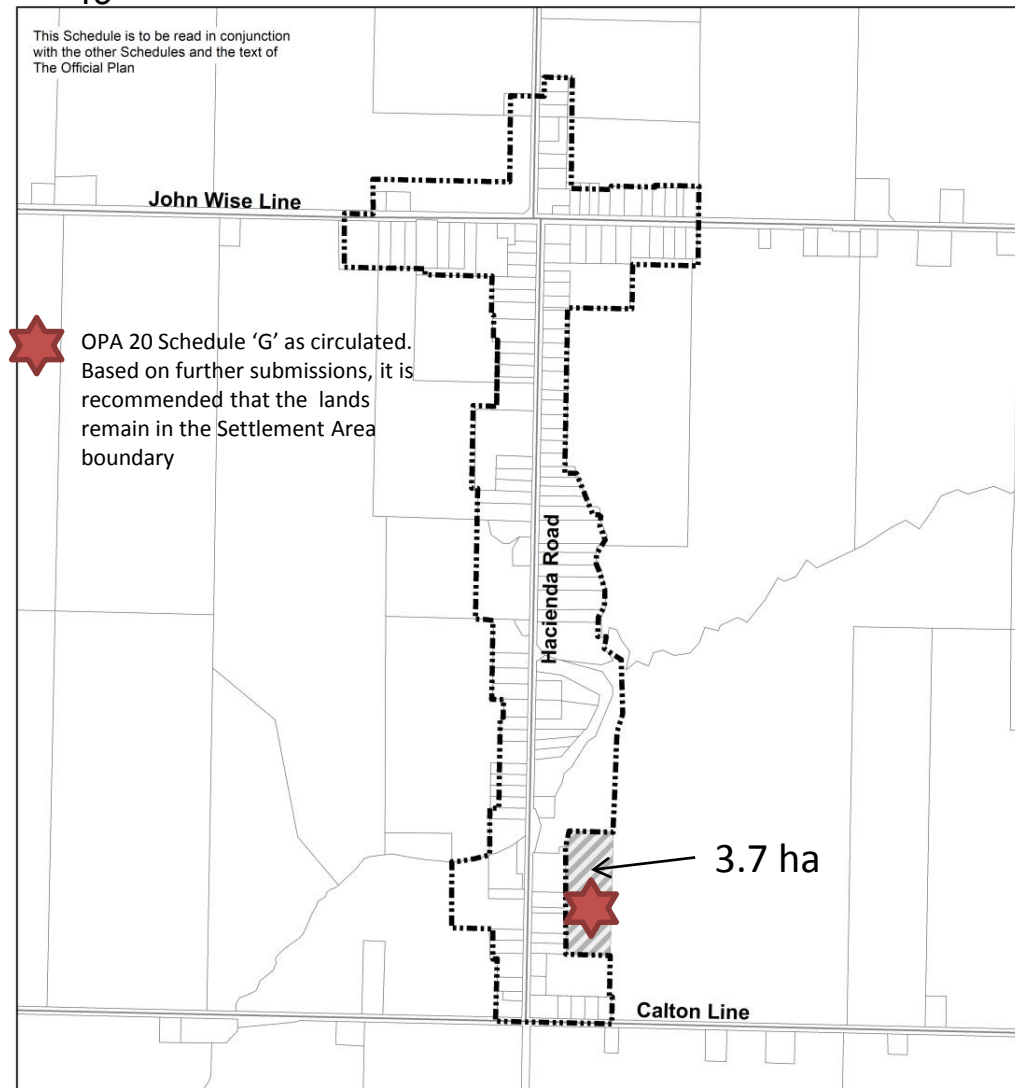


Legend



- Lands re-designated from 'Agriculture' to 'Home-Based Industrial Park'
- Settlement Area

OPA NO. 20 SCHEDULE 'G'

Village Settlement Areas – Luton

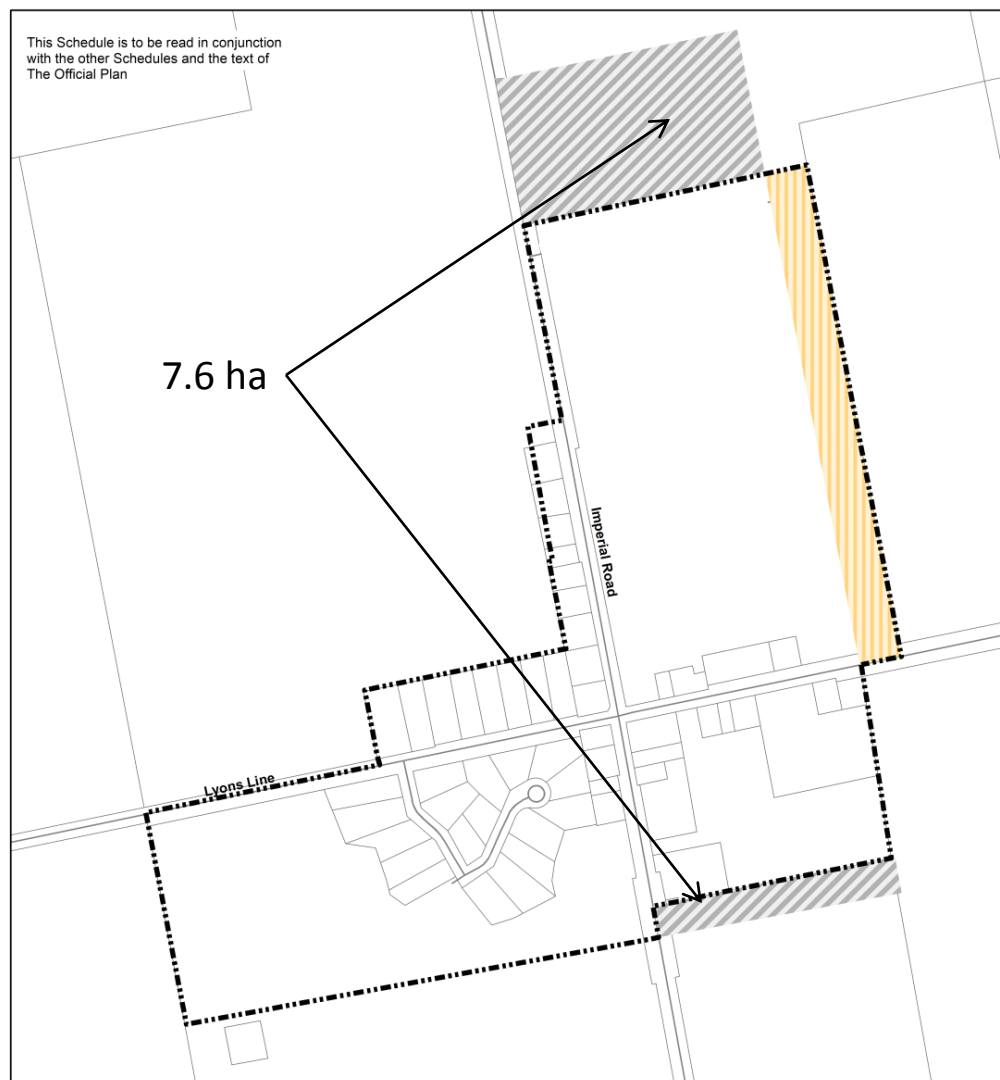


Legend

-  Lands re-designated from 'Hamlet' to 'Agriculture'
-  Settlement Area

OPA NO. 20 SCHEDULE 'H'

Village Settlement Areas – Lyons



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'H'
LAND USE PLAN
LYONS

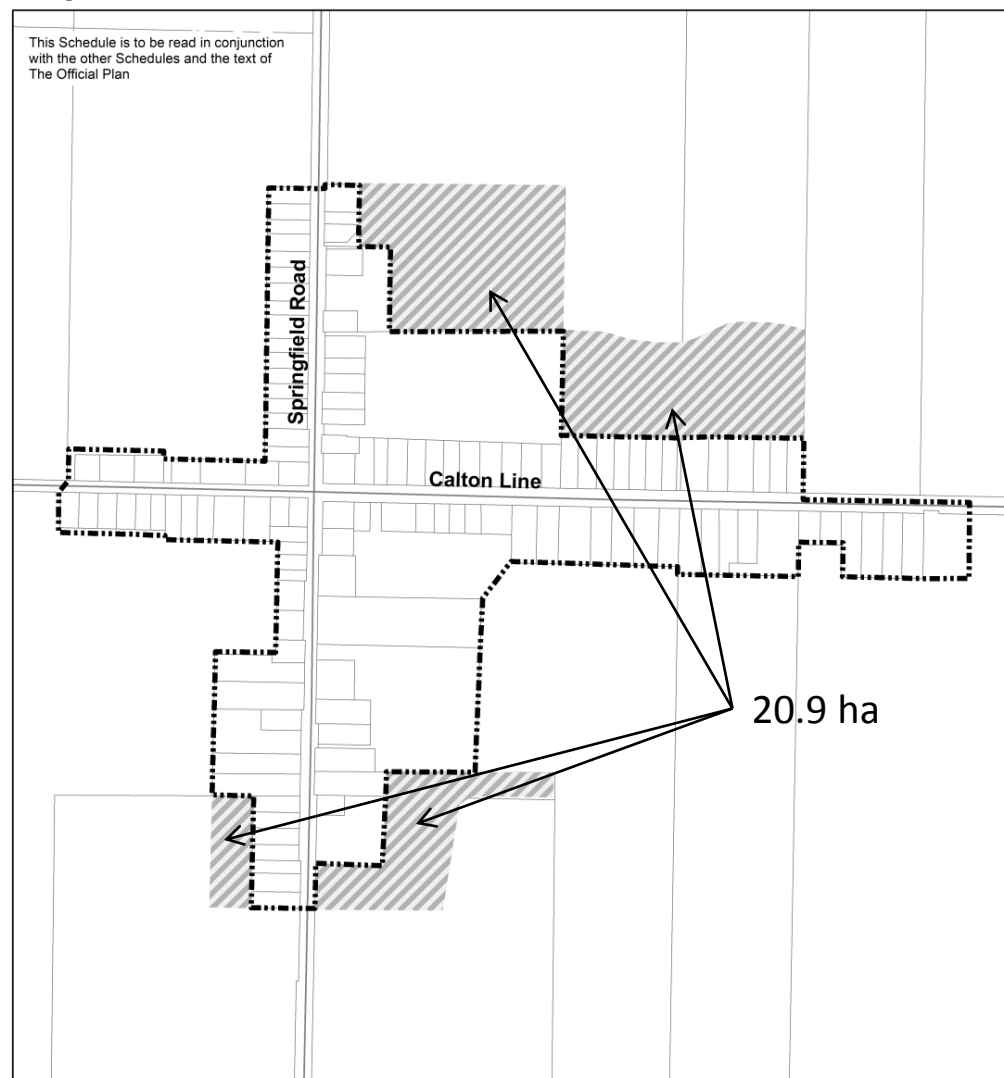
Legend

- Lands re-designated from 'Agriculture' to 'Hamlet'
- Lands re-designated from 'Hamlet' to 'Agriculture'
- Settlement Area



OPA NO. 20 SCHEDULE 'I'

Village Settlement Areas – Mount Salem



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'I'
LAND USE PLAN
MOUNT SALEM

Legend



- Lands re-designated from 'Hamlet' to 'Agriculture'
- Settlement Area

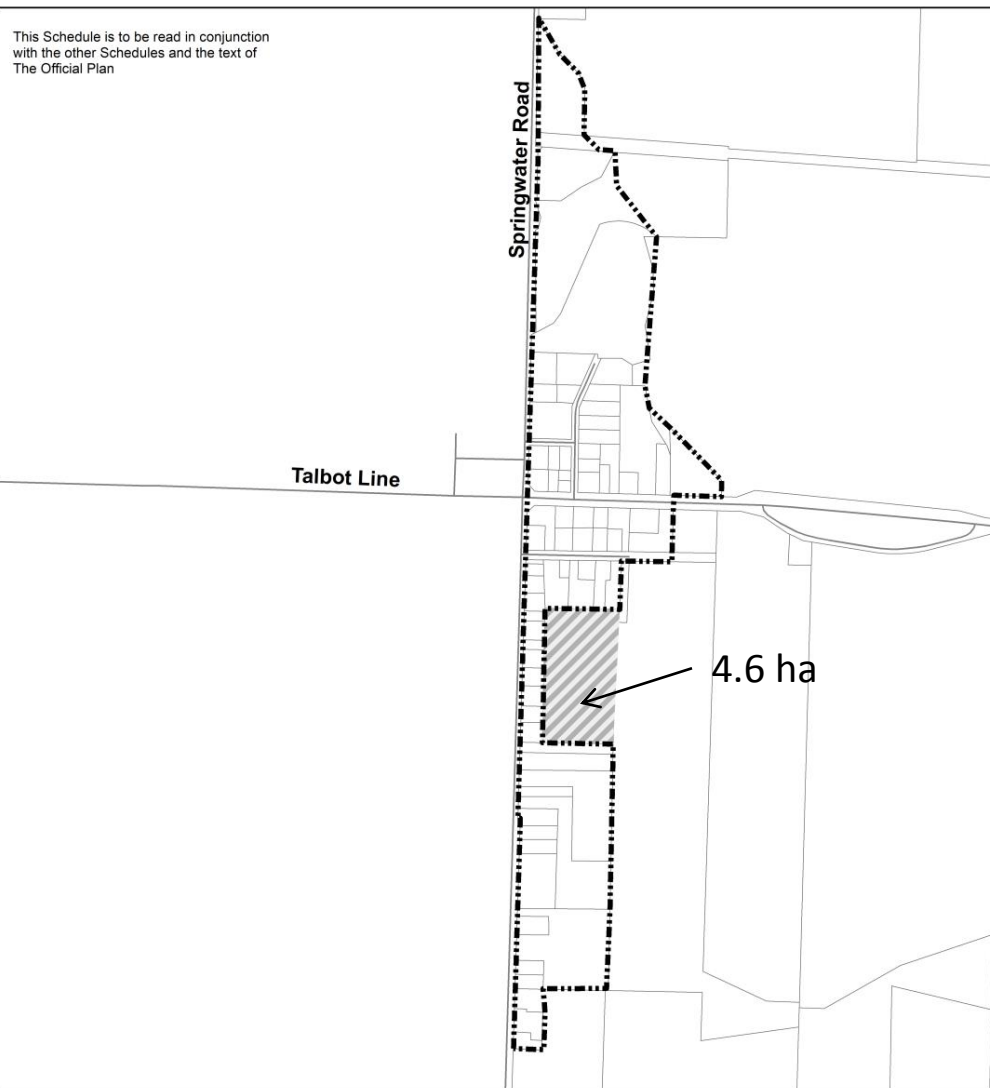


OPA NO. 20 SCHEDULE 'J'

Village Settlement Areas – Orwell

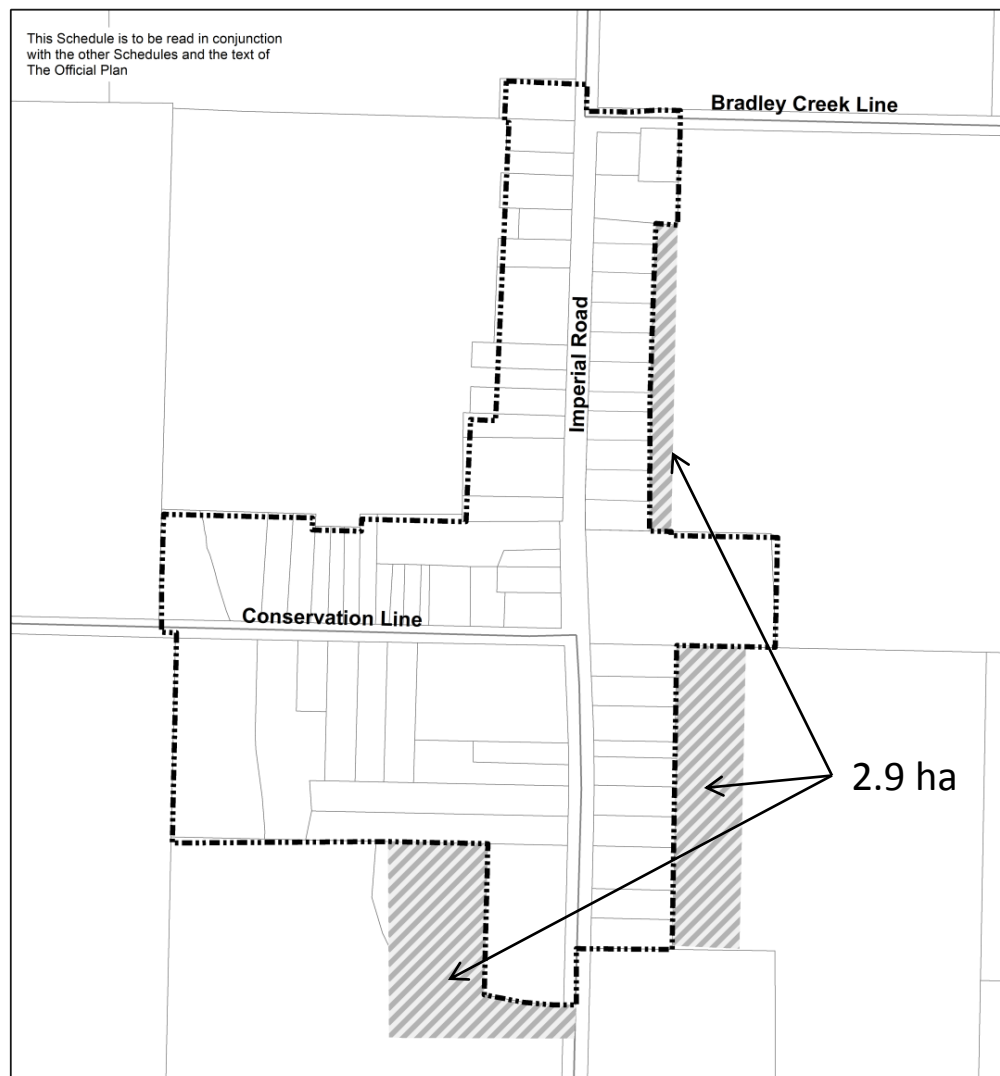
Legend

-  Lands re-designated from 'Hamlet' to 'Agriculture'
-  Settlement Area





OPA NO. 20 SCHEDULE 'K'

Village Settlement Areas – South Gore



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'K'
LAND USE PLAN
SOUTH GORE

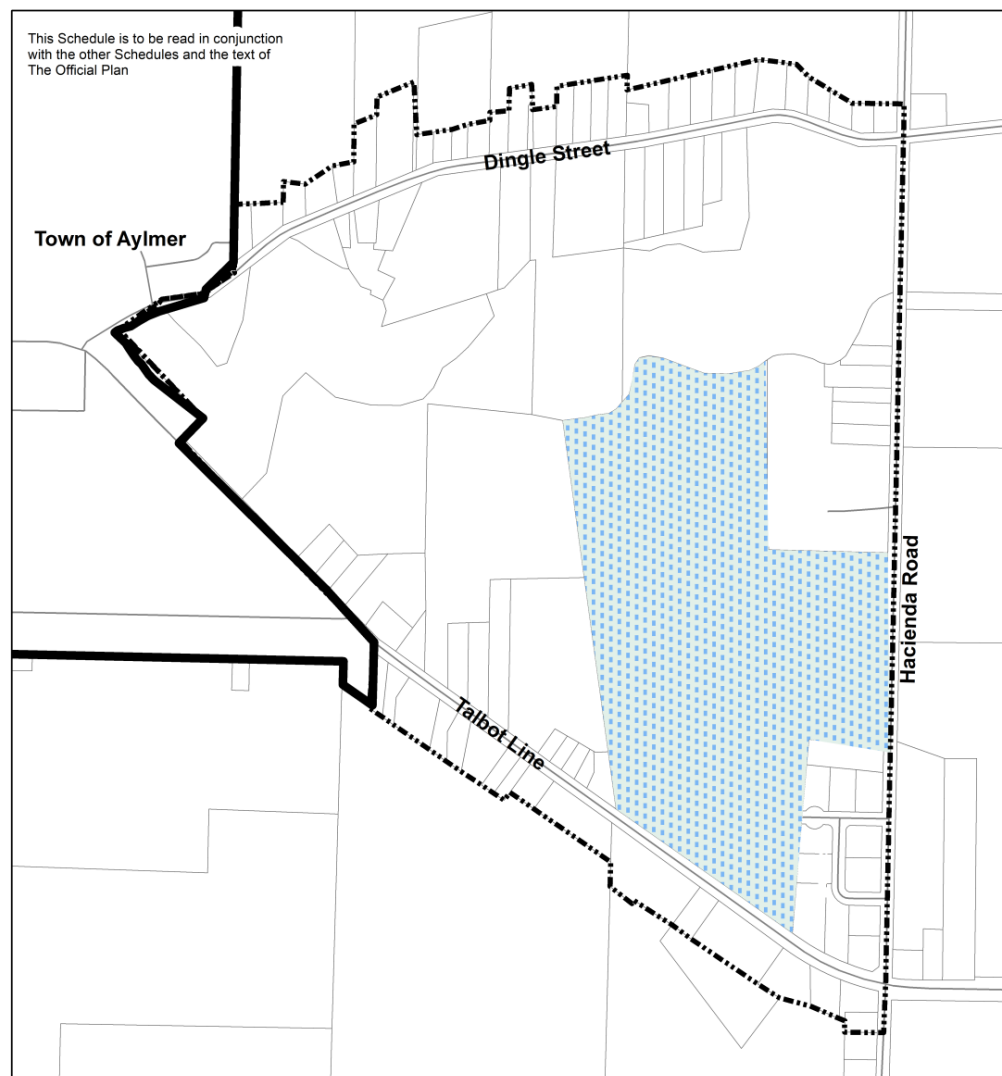
Legend

-  Lands re-designated from 'Hamlet' to 'Agriculture'
-  Settlement Area





OPA NO. 20 SCHEDULE 'L'

Suburban Settlement Areas – Aylmer East



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'L'
LAND USE PLAN
AYLMER EAST

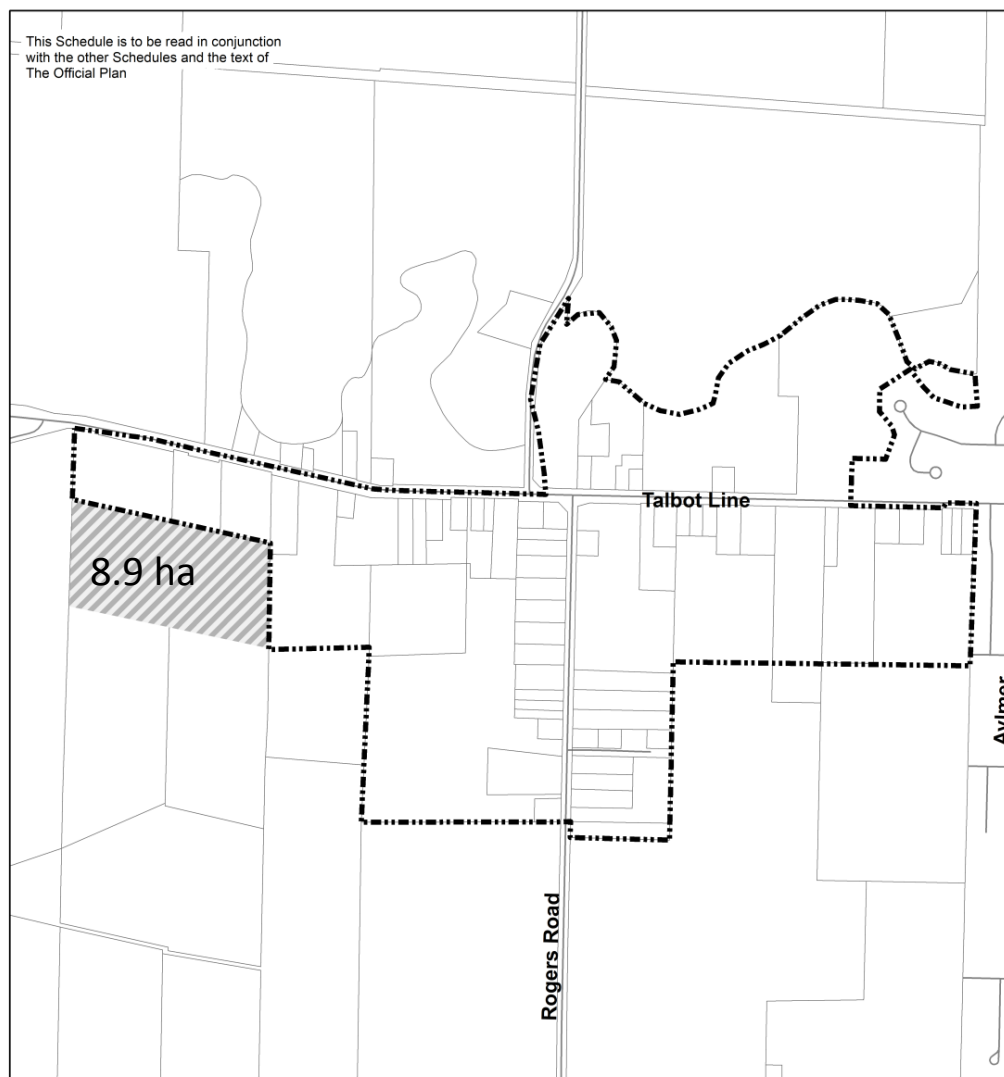
Legend

-  Lands re-designated from 'Suburban Area' to 'Home-Based Industrial Park'
-  Settlement Area





OPA NO. 20 SCHEDULE 'M'

Suburban Settlement Areas – Aylmer West



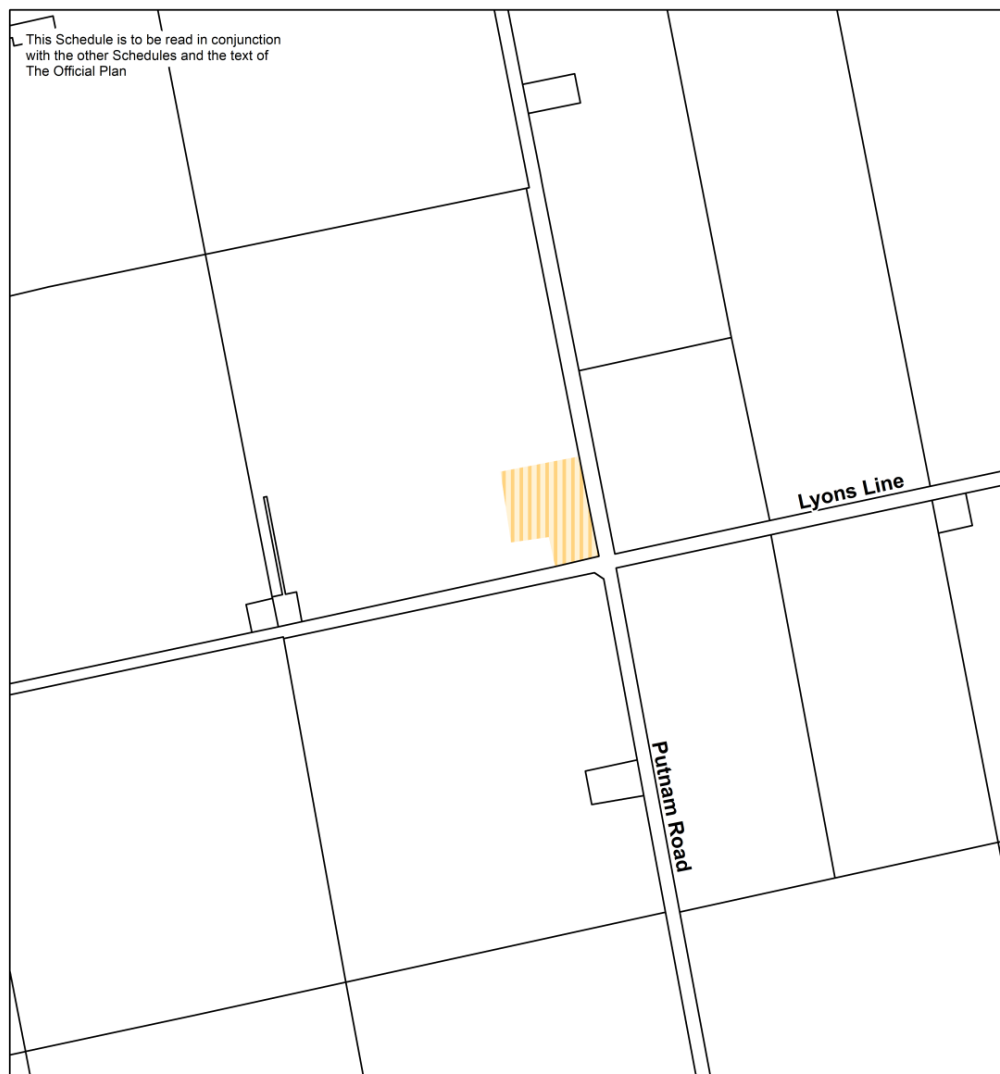
Legend

-  Lands re-designated from 'Suburban Area' to 'Agriculture'
-  Settlement Area

56

OPA NO. 20 SCHEDULE 'N'

Site-Specific Areas –
51570 Lyons Line




TOWNSHIP OF MALAHIDE
OFFICIAL PLAN

SCHEDULE 'N'
LAND USE PLAN

51570 LYONS LINE

Legend

 Lands re-designated from 'Agriculture' to
'Specific Policy Area No. 13'



Official Plan Amendment No. 20 Mapping

Overview of Recommended Changes to Settlement Areas

Lands Re-designated From	Lands Re-designated To	Total Area
Hamlet Settlement Areas	Agriculture	114.5 ha (282.9 ac)
Village of Port Bruce	Open Space	53.9 ha (133.2 ac)
Suburban Areas	Agriculture	8.9 ha (20.0 ac)
Total Settlement Areas Re-designated to Agriculture		177.3 ha (438 ac)
Agriculture	Hamlet Settlement Areas	3.6 ha (9.0 ac)
Agriculture	Village of Springfield	172.8 ha (437.0 ac)
Total Agriculture Re-designated to Settlement Areas		176.4 ha (436 ac)

Discussion

THANK YOU!



**AMENDMENT NO. 20
TO THE
OFFICIAL PLAN
OF THE
TOWNSHIP OF MALAHIDE**

**Subject: Township of Malahide Official Plan
Comprehensive Review and Update**

December 2021

C.A.O/Clerk

PART A - THE PREAMBLE

1. PURPOSE

The purpose of this Amendment is to undertake revisions to the Township of Malahide Official Plan resulting from a recent Comprehensive Review and Five-Year Update to the Township's Official Plan. The current Official Plan was adopted on August 16, 2001 and approved by the Ministry of Municipal Affairs and Housing on March 9, 2003. It has been the subject of 18 amendments. A five-year review of the Official Plan (OPA 11) was prepared and approved on September 23, 2013. The Malahide Official Plan is the Township's first official plan following the amalgamation of the former Township of Malahide, former Township of South Dorchester and the Village of Springfield in 1998.

2. BASIS

The rationale for amending the Official Plan is based on the following considerations.

- i) The Planning Act, R.S.O. 1990, governs the manner in which a Municipality may amend its Official Plan and ultimately seek the approval of the Official Plan Amendment through the approval authority (in this case being the County of Elgin). The procedures for public and agency input, circulation and the appeal process are all set out under Section 26 of the Act. As further stated,

Updating official plan

26 (1) If an official plan is in effect in a municipality, the council of the municipality that adopted the official plan shall, in accordance with subsection (1.1), revise the official plan as required to ensure that it,

(a) conforms with provincial plans or does not conflict with them, as the case may be;

(b) has regard to the matters of provincial interest listed in section 2; and

(c) is consistent with policy statements issued under subsection 3 (1). 2015, c. 26, s. 24 (1).

- ii) Under the Provincial Policy Statement 2020 (PPS), Official plans at the lower tier level must be consistent with the PPS released by the Province of Ontario in 1996 and in revised form in 2005, 2014 and most recently in 2020. The PPS contains the guiding framework for the preparation of new official plans and for comprehensive reviews. The PPS essentially states that strong communities, a clean and healthy environment, and a strong economy are inextricably linked. It promotes wisely managing change and efficient land use and development patterns. Efficient land use and development patterns support, amongst other things, strong, livable, and healthy communities and facilitating economic growth. Furthermore, the PPS states that land use must be carefully managed to meet the full range of current and future needs while achieving efficient development patterns.

- iii) The County of Elgin Official Plan was approved by the Province on October 9, 2013. It represents the first ever Official Plan for the County. The Village of Springfield, Village of Port Bruce and the Hamlets of Copenhagen and Orwell are identified as 'Tier 2' settlement areas in the County of Elgin Official Plan. These are settlement areas that are on partial services e.g. piped water supply or sanitary sewage system. The remaining eight Hamlets are identified as 'Tier 3' settlement areas in which municipal water and sanitary sewage systems is not available. Only limited development is "expected" in these settlement areas.

Confirmation and reinforcement of the Village of Springfield as the focus of future growth and development in Malahide is considered to be in conformity with the intent of the County of Elgin Plan.

- iv) The Township has a Comprehensive Zoning By-law passed on April 5, 2018 which replaces By-law No. 05-27. The Zoning By-law regulates the use of land and the character, location and use of buildings and structures throughout the Municipality. It divides the Municipality into several specific land use zones. For each zone, the permitted uses and the regulations governing these uses (namely, the siting and size of buildings and structures) are listed. The Zoning By-law implements various policies and provisions of the Township's Official Plan.

The Zoning By-law must be in conformity with both the County of Elgin Official Plan and the Township of Malahide Official Plan. Changes to the Zoning By-law will ultimately be required following the adoption and approval of this Official Plan Amendment. Any and all changes to land use designations in the Official Plan will require review in concert with the Zoning By-law to ensure that lands do not remain zoned for a use or uses which are no longer permitted or recognized by the Official Plan.

PART B - THE AMENDMENT

All of this part of the Amendment entitled 'Part B - The Amendment', consisting of the following text and schedules, constitutes **Amendment No. 20** to the Official Plan of the Township of Malahide.

DETAILS OF THE AMENDMENT

1. Section 1.5 of the Official Plan of the Township of Malahide, being Official Plan Review, is hereby deleted in its entirety and replaced by the following:

"1.5 Official Plan Review

In 2018, the Township initiated a five year review of the Official Plan in accordance with Section 26 of the Planning Act. The last review of the Plan was approved by the Ministry of Municipal Affairs and Housing on September 25, 2013. Population projections have been updated with the population now expected to reach 11,860 by the year 2045. The increased population will generate a demand for approximately 800 new dwellings by the same year."

2. Section 1.0 of the Official Plan of the Township of Malahide, being INTRODUCTION TO THE PLAN, is hereby amended by the addition of the following subsections:

"1.6 County of Elgin

The first ever County of Elgin Official Plan was approved by the Ministry of Municipal Affairs and Housing and came into effect on October 9, 2013. The Plan became operative following the last update to the Township of Malahide Official Plan. It constitutes an upper tier plan whereas the Township of Malahide Official Plan constitutes a lower tier plan. As such, this Official Plan is required, under the Planning Act, to conform with the County of Elgin Official Plan. In the event of a conflict between official plans, the County Plan prevails to the extent of such conflict. In all other respects, this Plan remains in full force and effect.

The County of Elgin Official Plan is currently the subject of a five-year review. Any modifications to the County Plan arising from this review shall be assessed to determine whether any issues of conformity arise with respect to the Malahide Official Plan and, if necessary, the Plan shall be amended accordingly.

1.7 Matters of Provincial Interest

The Township, in carrying out its responsibilities under the Planning Act, is required to have regard to 'matters of provincial interest' as declared by the Act. These matters are as follows:

(a) the protection of ecological systems, including natural areas, features and functions;

- (b) the protection of the agricultural resources of the Province;
- (c) the conservation and management of natural resources and the mineral resource base;
- (d) the conservation of features of significant architectural, cultural, historical, archaeological or scientific interest;
- (e) the supply, efficient use and conservation of energy and water;
- (f) the adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems;
- (g) the minimization of waste;
- (h) the orderly development of safe and healthy communities;
- (h.1) the accessibility for persons with disabilities to all facilities, services and matters to which this Act applies;
- (i) the adequate provision and distribution of educational, health, social, cultural and recreational facilities;
- (j) the adequate provision of a full range of housing, including affordable housing;
- (k) the adequate provision of employment opportunities;
- (l) the protection of the financial and economic well-being of the Province and its municipalities;
- (m) the co-ordination of planning activities of public bodies;
- (n) the resolution of planning conflicts involving public and private interests;
- (o) the protection of public health and safety;
- (p) the appropriate location of growth and development;
- (q) the promotion of development that is designed to be sustainable, to support public transit and to be oriented to pedestrians;
- (r) the promotion of built form that,
 - (i) is well-designed,
 - (ii) encourages a sense of place, and
 - (iii) provides for public spaces that are of high quality, safe, accessible, attractive and vibrant;
- (s) the mitigation of greenhouse gas emissions and adaptation to a changing climate.

These matters of provincial interest are further elaborated upon in the Provincial Policy Statement. They shall be a consideration by the Township in the evaluation of any amendment to this Plan, any amendment or variance to the Zoning By-law, the approval of a plan of subdivision or condominium, the granting of a consent, permission or any other planning-related approval regulated or required under the Planning Act.

1.8 Population and Housing

The Township remains committed to understanding its present and future land use needs in the face of the changing community demographics. The Provincial Policy Statement 2020 (PPS) now directs that “Sufficient lands shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years, informed by provincial guidelines”. Given timelines established for the Development Charges (DC) Study prepared by Watson & Associates (2019), it was determined that growth projections for the Township would be completed as

part of that exercise and utilized as part of the Official Plan review and update. Based on the DC study, 9,820 people residing in the Township of Malahide in 2019. The 10-year and 20-year long-term population forecasts anticipate a steady growth of approximately 0.9% annually, ultimately reaching a population of 10,780 by 2029. The population is expected to increase to 11,450 by the year 2039.

Current projections indicate that there will be demand for 327 new dwelling units between 2019 and 2029, and an additional 230 dwellings between 2029 and 2039. The demand will increase by an additional 241 dwellings to 2045. In total for the period 2019-2045, there will be a demand for approximately 800 new dwellings with an additional 2,040 new residents.

While there is expected to be a modest increase in the growth rate for the Municipality over the next 25 years, the average household size is expected to continue to decline. Together, these trends will continue to fuel the need for additional housing options and opportunities in the Township to maintain housing attainability and diversity.”

3. Section 2.1.2 of the Official Plan of the Township of Malahide, being Land Use, is hereby amended by deleting the last sentence in subsection 2.1.2.5 and replacing it with the following:

“Further expansion of these small-scale institutional uses beyond the existing zoned areas will be evaluated through a Zoning By-law amendment without the need for an Official Plan amendment.”

4. Section 2.1.4 of the Official Plan of the Township of Malahide, being Secondary Uses and Agricultural Related Uses, is hereby deleted in its entirety and replaced by the following:

“2.1.4 On-Farm Diversified Uses

The Township acknowledges the importance to the agricultural community of enabling farm operators to diversify while at the same time supplement income from the farm operation. A variety of uses may qualify as on-farm diversified uses provided such uses are related to agriculture, supportive of agriculture or are able to co-exist with agriculture without conflict. An amendment to the Official Plan shall not be required. The following general criteria shall apply:

- a) such uses shall be located on a farm property which is actively used for agricultural purposes;
- b) such uses shall be clearly secondary to the principal agricultural use of the lands;
- c) such uses shall be limited in size and lot coverage as more specifically defined and regulated in the Zoning By-law;
- e) such uses may be permitted subject to the approval of ‘site-specific’ zoning;
- d) such uses shall be compatible with, and shall not hinder, neighbouring agricultural operations;

Proposals to establish on-farm diversified uses will be evaluated in consultation with the Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas (Publication 851) authored by the Ministry of Agriculture, Food and Rural Affairs."

5. Section 2.1.6 of the Official Plan of the Township of Malahide, being Land Division, is hereby amended by inserting the following paragraph at the end of the section:

"In the Township of Malahide, it is acknowledged that a number of agricultural holdings are operated as independent and viable farm parcels by Amish and Mennonite families accustomed to an absence of, or otherwise greatly reduced level of, the mechanization otherwise required and utilized by modern-day farm operators managing large acreages. In such cases, the creation of smaller farm lots provides for the separation of operational farms and the recognition of existing conditions. The severance of farms held by the Amish and Mennonite communities presents challenges in applying official plan policies which do not take into account or acknowledge the nuances of a typical Amish or Mennonite farm operation and the benefits of permitting a smaller farm size in instances where family members wish to continue a livelihood in agriculture. It would be unreasonable to expect a rigid application of a minimum farm parcel size in such cases where the splitting of agricultural lands is proposed. Accordingly, if the Township and Land Division Committee are satisfied that the resulting smaller parcels could continue to function as independent and viable agricultural operations, severances of this nature may be permitted subject to the usual conditions being imposed and subject to all other applicable policies of this Plan."

6. Section 2.0 of the Official Plan of the Township of Malahide, being RESOURCE POLICIES, is hereby amended by the addition of the following subsections:

"2.1.8 Existing Vacant Lots

Existing vacant lots (i.e. lots of record) may be used for the purposes of a single unit dwelling provided they are capable of being serviced by an adequate and potable water supply and an approved on-site sanitary waste disposal system. Where such lots are not zoned for residential purposes, an amendment to the Zoning By-law shall be required.

2.1.9 Animal Kennels

Animal kennels shall be permitted subject to appropriate measures being taken to eliminate or effectively mitigate any adverse impacts on neighbouring land uses, to ensure the safety of neighbouring residents and to ensure the proper disposal of animal waste. Lands shall be sufficiently large to provide adequate space for outdoor exercise areas and provide adequate buffering from neighbouring properties. Animal kennels shall only be permitted by means of 'site-specific' zoning in the Township's Zoning By-law, and a minimum separation distance from neighbouring dwellings shall be prescribed. Maximum noise levels at the property line, and other sound

mitigation measures, may also be regulated. Site plan control shall apply to ensure adequate buffering measures, sound attenuation, security fencing and other site improvements are undertaken and satisfactorily maintained. A license to operate shall be obtained from the Township.

2.1.10 Keeping of Exotic Animals

The keeping of exotic animals shall be prohibited in accordance with the Township's "By-law to Prohibit the Keeping of Exotic Animals in the Township of Malahide" passed under the Municipal Act and regulations thereto.

2.1.11 Right-to-Farm

The Township acknowledges that in agricultural areas, agricultural uses and normal farm practices be promoted and protected in a way that balances the needs of the agricultural community with provincial health, safety and environmental concerns. Nothing in this Plan shall prevent normal farm practices that are conducted in a manner consistent with proper and acceptable customs and standards. The Township remains committed to upholding the principle of normal farm practice when addressing complaints with respect to noise, odours and dust and similar nuisances brought against the farming community. Accordingly, the Township may participate at any proceeding called to resolve such complaints under the Farming and Food Production Protection Act.

2.1.12 Second Dwelling Units

A second dwelling unit shall be permitted within a single detached dwelling unit or within an accessory building situated on the same lot subject to the provisions of the Zoning by-law and in accordance with the requirements of the Ontario Building Code. Where a second dwelling unit is located within an accessory building, the building shall:

- a) be situated within or in close proximity to the clustering of existing farm buildings and structures and/or the main dwelling on the lot as the case may be;
- b) be of a size and design to render it clearly accessory and secondary to the main dwelling. A maximum of one dwelling unit shall be permitted and a maximum floor area shall be stipulated in the Zoning By-law;
- c) be serviced by the existing on-site water supply and existing sanitary waste disposal system serving the main dwelling;
- d) be subject to the Minimum Distance Separation (MDS I) requirements such that the second dwelling unit shall not further contravene a non-complying MDS I setback that already exists in the case of the main dwelling.

A severance of the second dwelling unit from the balance of the lot will not be permitted.

7. Section 3.4 of the Official Plan of the Township of Malahide, being Employment Areas, is hereby amended by the addition of the following subsection and re-numbering all subsequent subsections accordingly:

“3.4.1 Conversion of Employment Areas

Where lands are designated for industrial, commercial or other employment purposes and are proposed to be converted to non-employment purposes, an amendment to the Plan in accordance with a comprehensive review as set out in the Provincial Policy Statement shall be required. The lands shall not be required for employment purposes over the long term and the need for the conversion shall be justified.

The conversion of employment areas to a designation that permits non-employment uses by means of an amendment to the Plan may be permitted outside a comprehensive review provided the area has not been identified as provincially significant through a provincial plan exercise or as regionally significant by a regional economic development corporation working together with affected upper and single-tier municipalities and subject to the following:

- a) there is an identified need for the conversion and the land is not required for employment purposes over the long run.**
- b) the proposed uses would not adversely affect the overall viability of the employment area; and**
- c) existing or planned infrastructure and public service facilities are available to accommodate the proposed uses.**

8. Section 3.4.3 of the Official Plan of the Township of Malahide, being Industrial – Small Scale, is hereby amended by deleting the sentence “In general, industrial uses shall be encouraged to be located in designated settlement areas and shall include warehousing, processing, manufacturing, assembly and storage.” and replacing it with the following:

“In general, industrial uses shall be encouraged to be located in designated settlement areas and may include warehousing, processing, manufacturing, assembly and storage.”

9. Section 3.4.4 of the Official Plan of the Township of Malahide, being Industrial – Large Scale, is hereby amended by deleting the sentence “The preferred locations for such shall be in the “Suburban Areas” land use designation or within lands designated “Industrial” in the Village of Springfield.” in subsection 3.4.4.1 and replacing it with the following:

“The preferred locations for such shall be in the “Suburban Areas” land use designation or within lands designated “Industrial” on Schedule “A1” or Schedule “B”.

10. Section 3.4.4 of the Official Plan of the Township of Malahide, being Industrial – Large Scale, is hereby amended by deleting the sentence “Within the areas designated “Industrial” on Schedule “B”, the primary use of land shall be for industrial purposes including manufacturing, processing, assembling, repairing, wholesaling, warehousing, storage and trucking.” in subsection 3.4.4.2 and replacing it with the following:

“Within the areas designated “Industrial” on Schedule “A1” or Schedule “B”, the primary use of land shall be for industrial purposes including manufacturing, processing, assembling, repairing, wholesaling, warehousing, storage and trucking.”

11. Section 3.0 of the Official Plan of the Township of Malahide, being GENERAL LAND USE POLICIES, is hereby amended by the addition of the following subsection:

“3.4.5 Home –Based Industrial Park

The ‘Home-Based Industrial Park’ designation applies to lands lying generally north of Talbot Line (Highway No. 3) and west of Hacienda Road (Aylmer East Area); lands lying east of Dorchester Road and south of Ron McNeil Line (west of Kingsmill Corners) and lands lying east of Springfield Road and north of College Line, for development of a creatively-designed mix of home-based industrial uses. The combination of uses in the industrial park would have the outward appearance of a typical residential subdivision.

Lands designated “Home Based Industrial Park’ may be used for the purposes of an integrated industrial-residential park subject to the following criteria:

- (a) Development of the subject lands shall take place in a manner whereby industrial uses are balanced with residential uses, recognising that there may be some affects from industrial uses which are not typical of a residential subdivision but which are otherwise tolerated by like-minded home-based industrial entrepreneurs in regard to compatibility of land uses;
- (b) The floor area of the main building used for residential purposes shall be less than the floor area of the building used exclusively for industrial purposes or uses accessory thereto;
- (c) A wide range of industrial uses, including offices and certain related sales will be permitted. Provisions will be contained in the Zoning By-law and may be included as restricted covenants in property deeds to minimize conflicts between industrial uses and residential uses, and performance standards for industrial uses shall be incorporated into the Zoning By-law;
- (d) A high degree of site design and amenity will be expected. The Township shall encourage development proposals which demonstrate unique and innovative features, and are designed to provide thoughtful

integration of residential and industrial uses in a subdivision-style setting.”

12. Section 3.0 of the Official Plan of the Township of Malahide, being GENERAL LAND USE POLICIES, is hereby amended by the addition of the following subsections:

3.9 Granny Flats

A ‘granny flat’, garden suite or similar temporary secondary dwelling may be permitted for up to 20 years for family members provided such units are designed to be portable and removed from the lands, or readily converted to non-residential use, upon no longer being required for their intended occupants. The lands shall be sufficiently large to accommodate the dwelling and its required services. Measures will be taken, if necessary, to ensure compatibility with neighbouring uses. A Temporary Use By-law shall be required in accordance with the Planning Act along with an agreement with the Township which clearly specifies the terms and conditions with respect to, amongst other matters, occupancy of the dwelling and its removal or conversion to other uses at the end of the prescribed period.

3.10 Cannabis Production and Processing Facilities

The Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) has taken the position that facilities for the production and processing of Cannabis constitute an “agricultural use” for land use planning purposes within the meaning of the Provincial Policy Statement. Notwithstanding this position, the Township remains cognizant of the profound and significant land use planning issues associated with Cannabis growing and harvesting facilities. These issues include, but are not limited to, odour impacts, light pollution, security, power and water requirements (sustainable private services) and increased traffic on local roads.

3.10.1 Locations

Cannabis Production and Processing Facilities shall only be permitted in areas of the Township designated ‘Agriculture’ and ‘Industrial’.

3.10.2 Policies

Cannabis production and processing facilities shall only be permitted within the locations described in 3.10.1 subject to the following:

- a) Supporting documentation from the proponent including, but not necessarily limited to, a planning justification report, odour and dust impact assessment, light impact assessment, transportation impact study and hydrogeological study;
- b) A clear and definitive demonstration by the proponent, based on the supporting documentation noted in part a) that the proposed facility is compatible with neighbouring properties and land uses. Where land use compatibility is not capable of being established, such facilities shall, under no circumstances, be permitted;

- c) Adoption of a 'site-specific' amendment to the Zoning By-law to establish minimum separation distances from neighbouring residential and/or institutional uses, and the application of a maximum lot coverage standard on a case-by case basis;
- d) Site plan control shall apply and an agreement shall be entered into and registered on title to the satisfaction of the Township;
- e) Cannabis Production and Processing Facilities shall be located, designed and operated in accordance with all applicable Federal regulations, and shall be registered or licensed by Health Canada."

13. Section 3.8 of the Official Plan of the Township of Malahide, being Specific Policy Areas, is hereby amended by the addition of the following subsection:

"3.8.13 Specific Policy Area No. 13

The lands situated on the west side of Putnam Road and north side of Lyons Line, in Part Lot 4, Concession 10 South, municipal address 51570 Lyons Line, and designated "Specific Policy Area" on Schedule "A1", may be used, developed and zoned to permit an auction house establishment, which may include the outdoor display and storage of items for sale in the auction."

14. Section 4.1.4 of the Official Plan of the Township of Malahide, being Intensification and Redevelopment, is hereby amended by deleting all references to "4.4.1.2" contained in subsection 4.1.4.2 d) and replacing them with **"4.1.4.2."**
15. Section 4.1.4 of the Official Plan of the Township of Malahide, being Intensification and Redevelopment, is hereby amended by the addition of the following subsections:

"4.1.4.4 A new settlement area may be identified or the expansion of a settlement area boundary allowed only at the time of a comprehensive review and only where it has been demonstrated that:

- a) sufficient opportunities to accommodate growth and to satisfy market demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected needs over the identified planning horizon;
- b) the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;
- c) in prime agricultural areas:
 - 1. the lands do not comprise specialty crop areas;
 - 2. alternative locations have been evaluated, and
 - i. there are no reasonable alternatives which avoid prime agricultural areas; and

ii. there are no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;

- d) the new or expanding settlement area is in compliance with the minimum distance separation formulae; and
- e) impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.

4.1.4.5 Notwithstanding policy 4.1.4.4, adjustments of settlement area boundaries may be permitted outside a comprehensive review provided:

- a) there would be no net increase in land within the settlement areas;
- b) the adjustment would support the municipality's ability to meet intensification and redevelopment targets established by the Township;
- c) prime agricultural areas are addressed in accordance with 4.1.4.4 c), d) and e); and
- d) the settlement area to which lands would be added is appropriately serviced and there is sufficient reserve infrastructure capacity to service the lands."

16. Section 4.4.2 of the Official Plan of the Township of Malahide, being Residential, is hereby amended by deleting the sentence "Within the areas designated "Residential" on Schedule "B", the primary use of land shall be for single detached dwellings, two unit dwellings and multiple unit dwellings in order to ensure a diversity of housing types capable of meeting the needs of the community" in subsection 4.4.2.1 and replacing it with the following:

"Within the areas designated "Residential" on Schedule "B", the primary use of land shall be for single detached, semi detached, duplex, triplex, fourplex, townhouse and apartment dwellings in order to ensure a diversity of housing types capable of meeting the needs of the community"

17. Section 4.4.2 of the Official Plan of the Township of Malahide, being Residential, is hereby amended by deleting the sentence "The lot frontage, lot depth, and lot depth of any lots proposed to be used or created for residential purposes shall be appropriate to the development being proposed and consistent in size and shape, whenever possible, to adjacent and surrounding lots." in subsection 4.4.2.6 a) and replacing it with the following:

"The lot frontage, lot depth, and lot depth of any lots proposed to be used or created for residential purposes shall be appropriate to the development being proposed and should give consideration to and be compatible with adjacent and surrounding lots."

18. Section 4.4.3 of the Official Plan of the Township of Malahide, being Central Business District, is hereby amended by deleting the words "Section 4.5.1" in subsection 4.4.3.2 and replacing it with the following: **"Section 4.4.2"**

19. Section 4.4 of the Official Plan of the Township of Malahide, being Village of Springfield, is hereby amended by the addition of the following subsection:

“4.4.4 Future Urban Growth

- 4.4.4.1** Within areas designated “Future Urban Growth” on Schedule “B” it is the intent for urban development to occur at some point in the future. The Future Urban Growth designation establishes this intent, while ensuring that development does not occur until such time as the necessary background studies and justification are completed and a coordinated plan is prepared which supports the vision for Springfield in this plan.
- 4.4.4.2** Lands designated Future Urban Growth will be zoned to allow a limited range of uses based on the nature of their existing use. Agricultural uses will be permitted in the “Future Urban Growth” designation provided they are compatible with residential dwellings and other sensitive uses, and do not contribute to land use conflicts.
- 4.4.4.3** Prior to permitting new development within lands designated Future Urban Growth, the following conditions must be satisfied:
- a) **Land Needs Justified:** There is less than a 25 year supply of vacant, unconstrained land designated and suitable to accommodate the expected type of growth based on population, household and/or employment projections within Springfield.
 - b) **Servicing Strategy:** A functional servicing report shall be prepared which demonstrates that the proposed development can be provided with municipal water and sewage services, and that uncommitted reserve capacity exists within the municipal infrastructure.
 - c) **Land Use Planning:** The preparation of a comprehensive plan for the lands which addresses the proposed land use mix, including community facilities, parks and open space; the compatibility between different land uses and development at different densities, road alignment, and the effect on environmental features.”

20. Section 6.1 of the Official Plan of the Township of Malahide, being Infrastructure, is hereby amended by deleting the words “and By-pass (Future)” in subsection 6.1.1.6:

21. Section 8.2 of the Official Plan of the Township of Malahide, being Interpretation, is hereby amended by the addition of the following subsections:

“8.2.3 Unexpected Situations

Where a situation or circumstance arises not specifically addressed or anticipated by the policies of this Plan, the general intent and purpose of the Plan shall be determining factors and benchmarks in establishing general conformity with the Plan.

8.2.4 References to Statutes, Policies and Guidelines

Where any Act, Provincial Policy or Guideline (or portion of any Act, Provincial Policy or Guideline) enacted or published by the Province of Ontario is referred to in this Plan, such references shall be interpreted as referring to any and all subsequent amendments or revisions to the Act, Policy or Guideline as the case may be.”

22. Section 8.4 of the Official Plan of the Township of Malahide, being Zoning By-laws, is hereby amended by deleting subsection 8.4.2 in its entirety and replacing it with the following and subsequent sections be re-numbered accordingly:

“8.4.2 Conforming Uses

Some existing uses of land may not be recognized or permitted under the land use designations and policies of this Plan. To prevent undue hardship and protect the land use rights of the owner, such uses may be zoned as conforming uses in the Zoning By-law (i.e. “deemed to conform”) provided:

- a) The use does not constitute a danger, nuisance, or a blight with respect to neighbouring uses by virtue of its operating characteristics including noise and traffic generation;
- b) Any proposed extension or enlargement of the use shall not be detrimental to neighbouring uses;
- c) Any change of use is compatible with the quality and character of neighbouring uses;
- d) Where a building or structure is located on lands subject to natural hazards, any reconstruction, extension or enlargement of the building or structure shall comply with the relevant policies of this Plan.

8.4.3 Non-Conforming Uses

Existing uses of land which do not satisfy the requirements of Section 8.4.2 shall not be recognized as conforming uses in the Zoning By-law. While such uses should cease to exist in the long term, it may be desirable to permit their extension, enlargement or conversion to a new use. Permission to extend, enlarge or convert such uses shall be considered by the Committee of Adjustment or Council in accordance with the provisions of the Planning Act based on the following considerations:

- a) There are compelling and supportable reasons and justification to warrant an extension or enlargement of the use;
- b) The change in use is similar to the existing non-conforming use or is more compatible with neighbouring uses than the existing non-conforming use;
- c) The proposed extension or enlargement will not unduly aggravate the situation created by the existence of the use particularly in regard to neighbouring uses, the applicable policies of this Plan and the requirements of the Zoning By-law;

- d) The proposed extension or enlargement is in appropriate proportion to the size of the non-conforming use as it existed on the date of passing of the Zoning By-law;
- e) The characteristics of the non-conforming use and the proposed extension or enlargement with regard to noise, vibration, fumes, smoke, dust, odour, lighting, traffic generation or any other site features shall not add significantly to the incompatibility of the use with the surrounding area;
- f) Neighbouring uses shall be protected, where deemed necessary, by landscaping; buffering or screening; appropriate setbacks for buildings and structures; devices and measures to reduce nuisances; and by regulations for alleviating adverse impacts caused by outside storage, lighting, signs and other similar devices. Such provisions and regulations shall be applied as conditions to the proposed extension or enlargement and may also be extended to the established use in order to improve its compatibility with the surrounding area;
- g) Traffic and parking conditions in the vicinity shall not be adversely affected. Traffic hazards shall be kept to a minimum by the appropriate design of ingress and egress points to and from the site. Additional traffic safety measures may be required where warranted, including improvements to sight conditions especially in proximity to traffic intersections;
- h) Adequate provisions shall be made for parking and loading facilities where deemed necessary or desirable;
- i) Existing or proposed services and utilities shall be adequate or be made adequate.

The Committee of Adjustment or Council shall not be obligated to grant permission to replace or repair a non-conforming use under any circumstances.”

- 23. Section 8.9 of the Official Plan of the Township of Malahide, being Non-Conforming Uses, is hereby deleted in its entirety and subsequent sections be re-numbered accordingly.
- 24. Section 8.4 of the Official Plan of the Township of Malahide, being Zoning By-laws, is hereby amended by deleting subsection 8.4.3 in its entirety and replacing it with the following:

“8.4.4 Minor Variances and Permission

The Township shall appoint a Committee of Adjustment pursuant to the Planning Act to consider minor variances and permissions to the Zoning By-law. Applications shall be evaluated by the Committee in accordance with the following:

- a) whether the variance is minor;

- a) whether the general intent and purpose of this Official Plan and the County of Elgin Official Plan is maintained;
- b) whether the general intent and purpose of the Zoning By-law are maintained;
- c) whether the variance is desirable for the appropriate use and development of the subject lands and neighbouring lands.

In granting applications for minor variances or permissions, conditions may be imposed where the Committee deems it advisable to ensure the intent of the above-noted criteria are satisfied or are capable of being satisfied.”

25. Section 8.5 of the Official Plan of the Township of Malahide, being Amendments, Notice Requirements, Public Participation and Appeals, is hereby deleted in its entirety and replaced with the following:

“8.5 Amendments, Pre-Consultation, Complete Applications and Public Consultation

8.5.1 Amendments

Amendments to this Plan shall be considered in response to changing or evolving circumstances and conditions within, or affecting, the Township; changes in policy, legislation and guidelines of other levels of government which may have a bearing on existing uses or the future development of the Township and in direct response to applications advanced by landowners and developers.

8.5.2 Pre-Consultation

Prior to filing applications for an Official Plan and/or Zoning By-law amendment, plan of subdivision or condominium, consent, or minor variance or permission, the proponent shall arrange a pre-consultation meeting with the Township to review the application and identify any additional information required. The Township may pass a by-law requiring applicants to consult with the Municipality in accordance with the Planning Act.”

8.5.3 Complete Applications

Where a person or public body requests an amendment to the Plan, the Township may require additional information and supporting documentation that it considers necessary for a complete application and to make a decision on the request over and above what is required by the Planning Act and regulations thereto.

Without limiting the generality of the foregoing, supporting documentation may include any or all of the following:

- Topographic Survey
- Servicing Report
- Hydrogeological Report
- Land Use Compatibility

- Geotechnical Report
- Environmental Impact Study (E.I.S.)
- Traffic Impact Study
- Conceptual Stormwater Management Plan
- Tree Survey and Preservation Plan
- Archeological Assessment
- Natural Heritage Assessment
- Natural Hazards
- Noise Analysis
- Vibration Analysis
- Shadow Study
- Odours, Dust and Nuisance Impacts
- Cultural Heritage Impact Analysis
- Built Heritage Impacts
- Record of Site Conditions (RSC)
- Planning Justification Report”

8.5.4 Public Consultation

The Township shall comply with the minimum notification and circulation requirements of the Planning Act for informing the public of matters requiring approval under the Act. Where significant public interest or concern is apparent, the Township may undertake additional measures to increase public awareness and opportunities for engagement, to inform the public of emerging planning issues, to facilitate access to planning-related information and to convene non-statutory public open houses, forums and ‘town-hall’ meetings where considered appropriate. Should potentially contentious issues arise, Council may schedule additional meetings prior to the required statutory meeting.

26. Section 8.6 of the Official Plan of the Township of Malahide, being Plans of Subdivision/Condominium, is hereby amended by the addition of the following:

“8.6.2 Deeming By-laws

The Township may deem plans of subdivision (or parts thereof) more than eight years of age not to be plans of subdivision within the meaning of the Planning Act where development of such plans would not be in conformity with this Plan or where such plans comprise lots having substantially less frontage and/or area than required by the Zoning By-law and where development would be detrimental to and not in keeping with neighbouring uses.

8.6.3 Part Lot Control

Where lands comprise part of a registered plan of subdivision, the Township may, in accordance with the Planning Act, adopt a part lot control by-law to create new lots where it can be demonstrated that any conditions appropriate to the creation and development of such lots are capable of being implemented.”

27. Section 8.15 of the Official Plan of the Township of Malahide, being Temporary Use By-laws, is hereby deleted in its entirety and replaced with the following:

“8.15 Temporary Use By-laws

The temporary use of land, buildings and structures may be authorized by the Township, for renewable periods of up to three years, through a temporary use by-law adopted in accordance with the Planning Act. Such uses may be permitted in all land use designations with the exception of lands designated as ‘Natural Heritage’ without an amendment to this Plan. The temporary use by-law shall reference the area affected and specify the duration of time for which the use will be permitted by the by-law. Upon the expiration of the time period(s) authorized by the by-law, the uses, buildings and structures that were permitted under the by-law cannot be continued as legally non-conforming uses, buildings and structures.

For applications to permit the temporary use of land, the Township shall have regard to the following circumstances and criteria:

- a) proposed buildings and structures and changes to the lands affected;
- b) existence of adequate and approved services where required;
- c) satisfactory and approved vehicular access to a public road of reasonable construction and maintenance to permit year round access;
- d) compatibility with adjacent and surrounding uses;
- e) effect on possible and probable future uses in the immediate area;
- f) land use and constraints as set out in this Plan;
- g) satisfactory assurances that the land will be returned to its previous state and all buildings and structures removed (where deemed appropriate) upon the lapsing of the period stipulated in the by-law or upon the lapsing of any extension period that may be granted.
- h) where a mobile home is permitted for temporary residential accommodation pending completion of a permanent dwelling, or where a travel trailer is permitted for use as a site office, or for accommodation for a caretaker or watchman during a construction project, satisfactory assurances that the mobile home or travel trailer will be removed upon completion of construction.”

28. Section 8.16 of the Official Plan of the Township of Malahide, being Site Plan Control, is hereby amended by deleting the reference to “25” in subsection 8.16.1.1 a) and changing it to “2”.
29. Section 8.16 of the Official Plan of the Township of Malahide, being Site Plan Control, is hereby amended by deleting subsection 8.16.1.1 b) in its entirety and replacing it with the following:

- “b) Farm buildings and structures shall not be subject to site plan control; however, the establishment of commercial grain drying operations and**

intensive livestock operations may be subject to site plan control where Township Council determines that a potential land use conflict may exist. Notwithstanding farm buildings and structures are exempt, they may be subject to site plan if deemed necessary through evaluations of planning applications including, but not limited to, a Minimum Distance Separation (MDS II) or other setback reduction request.”

30. Section 8.16 of the Official Plan of the Township of Malahide, being Site Plan Control, is hereby amended by the addition of the following subsection:

“8.16.1.3 The Township shall, as a condition of site plan approval, require the design of facilities having regard for accessibility for persons with disabilities in accordance with the Planning Act.”

31. Schedule ‘A1’, Land Use and Schedule ‘A2’, Constraints, of the Official Plan of the Township of Malahide, is hereby amended by changing the settlement area boundary limits of the Village of Springfield, the Village of Port Bruce, the Hamlets of Avon, Calton, Copenhagen, Luton, Lyons, Mount Salem, Orwell and South Gore and the Suburban Area (Aylmer West) as shown respectively on Schedule ‘A’, Schedule ‘B’, Schedule ‘C’, Schedule ‘D’, Schedule ‘E’, Schedule ‘G’, Schedule ‘H’, Schedule ‘I’, Schedule ‘J’, Schedule ‘K’ and Schedule ‘M’ hereto.
32. Schedule ‘B’, Springfield: Land Use and Constraints, of the Official Plan of the Township of Malahide, is hereby amended by changing the settlement area boundary limits of the Village of Springfield as shown on Schedule ‘A’ hereto.
33. Schedule ‘C’, Port Bruce: Land Use and Constraints, of the Official Plan of the Township of Malahide, is hereby amended by changing the settlement area boundary limits of the Village of Port Bruce as shown on Schedule ‘B’ hereto.
34. Schedule ‘A1’, Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 7, Concession XII, part of Lot 8, Concession XII, part of Lot 19, Concession IX, part of Lot 20, Concession IX and part of Lot 22, Concession IX from **‘Agriculture’** to **‘Residential’** as shown on Schedule ‘A’ hereto.
35. Schedule ‘A1’, Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 21, Concession IX from **‘Agriculture’** to **‘Industrial’** as shown on Schedule ‘A’ hereto.
36. Schedule ‘A1’, Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 21, Concession IX from **‘Agriculture’** to **‘Home-Based Industrial Park’** as shown on Schedule ‘A’ hereto.
37. Schedule ‘A1’, Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 20, Concession IX and part of Lot 21, Concession IX from **‘Agriculture’** to **‘Commercial’** as shown on Schedule ‘A’ hereto.

38. Schedule 'B', Springfield: Land Use and Constraints of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 21, Concession X and part of Lot 6, Concession XII from '**Residential**' to '**Commercial**' as shown on Schedule 'A' hereto.
39. Schedule 'B', Springfield: Land Use and Constraints of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 7, Concession XII from '**Residential**' to '**Commercial**' as shown on Schedule 'A' hereto.
40. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 7, Concession XII from '**Agriculture**' to '**Open Space**' as shown on Schedule 'A' hereto.
41. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 20, Concession IX and part of Lot 8, Concession XII from '**Agriculture**' to '**Future Urban Growth**' as shown on Schedule 'A' hereto.
42. Schedule 'C', Port Bruce: Land Use and Constraints of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 4, part of Lot 5 and part of Lot 6, Concession I from '**Residential**' to '**Open Space**' as shown on Schedule 'B' hereto.
43. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 3 and part of Lot 4, Concession VII from '**Hamlet**' (Avon) to '**Agriculture**' as shown on Schedule 'C' hereto.
44. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 35, Concession III and Concession IV from '**Hamlet**' (Calton) to '**Agriculture**' as shown on Schedule 'D' hereto.
45. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 10 and part of Lot 11, Concession I from '**Hamlet**' (Copenhagen) to '**Agriculture**' as shown on Schedule 'E' hereto.
46. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 2, Concession IX from '**Agriculture**' to '**Home-Based Industrial Park**' as shown on Schedule 'F' hereto.
47. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 16, Concession IV from '**Hamlet**' (Luton) to '**Agriculture**' as shown on Schedule 'G' hereto.
48. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 12, Concession X from '**Hamlet**' (Lyons) to '**Agriculture**' as shown on Schedule 'H' hereto.

49. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 12, Concession X from **'Agriculture'** to **'Hamlet'** (Lyons) as shown on Schedule 'H' hereto.
50. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 20 and part of Lot 21, Concession III and part of Lot 21 and part of Lot 22, Concession IV from **'Hamlet'** (Mount Salem) to **'Agriculture'** as shown on Schedule 'I' hereto.
51. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 74, S.S.T.R. from **'Hamlet'** (Orwell) to **'Agriculture'** as shown on Schedule 'J' hereto.
52. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 10 and part of Lot 11, South Gore from **'Hamlet'** (South Gore) to **'Agriculture'** as shown on Schedule 'K' hereto.
53. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 87 and part of Lot 88, N.S.T.R. from **'Suburban Area'** (Aylmer East) to **'Home-Based Industrial Park'** as shown on Schedule 'L' hereto.
54. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 77, S.S.T.R. from **'Suburban Area'** (Aylmer West) to **'Agriculture'** as shown on Schedule 'M' hereto.
55. Schedule 'A1', Land Use, of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 4, Concession X from **'Agriculture'** to **'Specific Policy Area No. 13'** as shown on Schedule 'N' hereto.
56. Schedule 'A1', Land Use, of the Official Plan of the Township of Malahide, is hereby amended by deleting all references and depictions of "Bypass (Future)" from the legend and map.
57. Schedule 'A2', Constraints, of the Official Plan of the Township of Malahide, is hereby amended by deleting all references and depictions of "Future Roads" from the legend and map.

PART C - THE APPENDICES

The following appendices do not constitute part of Amendment No. 20 but are included as information supporting the amendment.

Appendix I -Notice of Public Meeting

Appendix II -Minutes of Public Meeting, 16 December 2021.

Appendix III -Correspondence

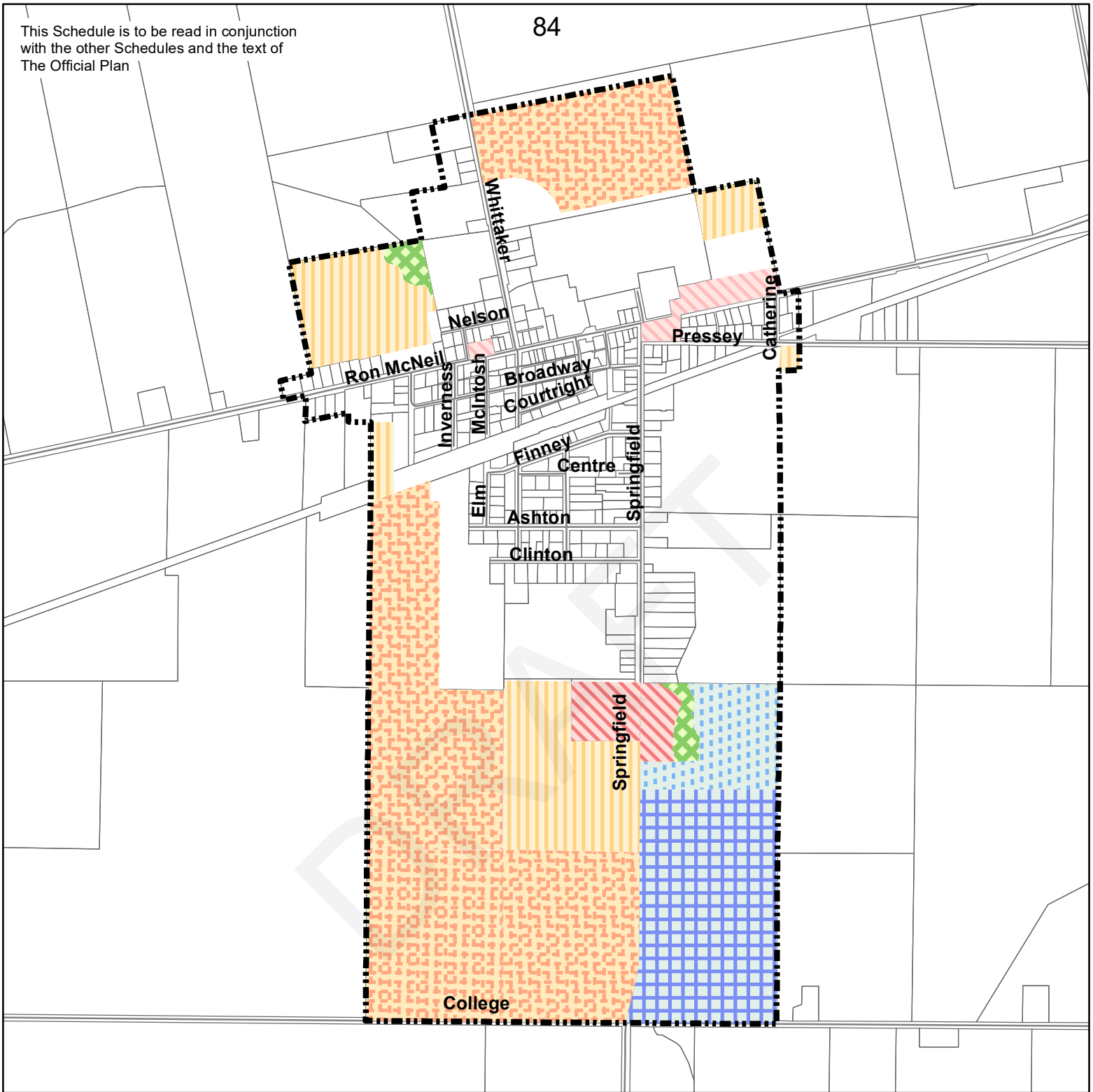
Appendix IV -Background Report and Recommendations, Comprehensive Review and Five-Year Update – Township of Malahide Official Plan, MBPC, March 2021

Appendix: A – Recommended Policy Changes – Township of Malahide Official Plan Review, MBPC

Appendix: B – Recommended Mapping Changes – Township of Malahide Official Plan Review, MBPC

This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

84



TOWNSHIP OF MALAHIDE OFFICIAL PLAN

SCHEDULE 'A' LAND USE PLAN

SPRINGFIELD

Legend

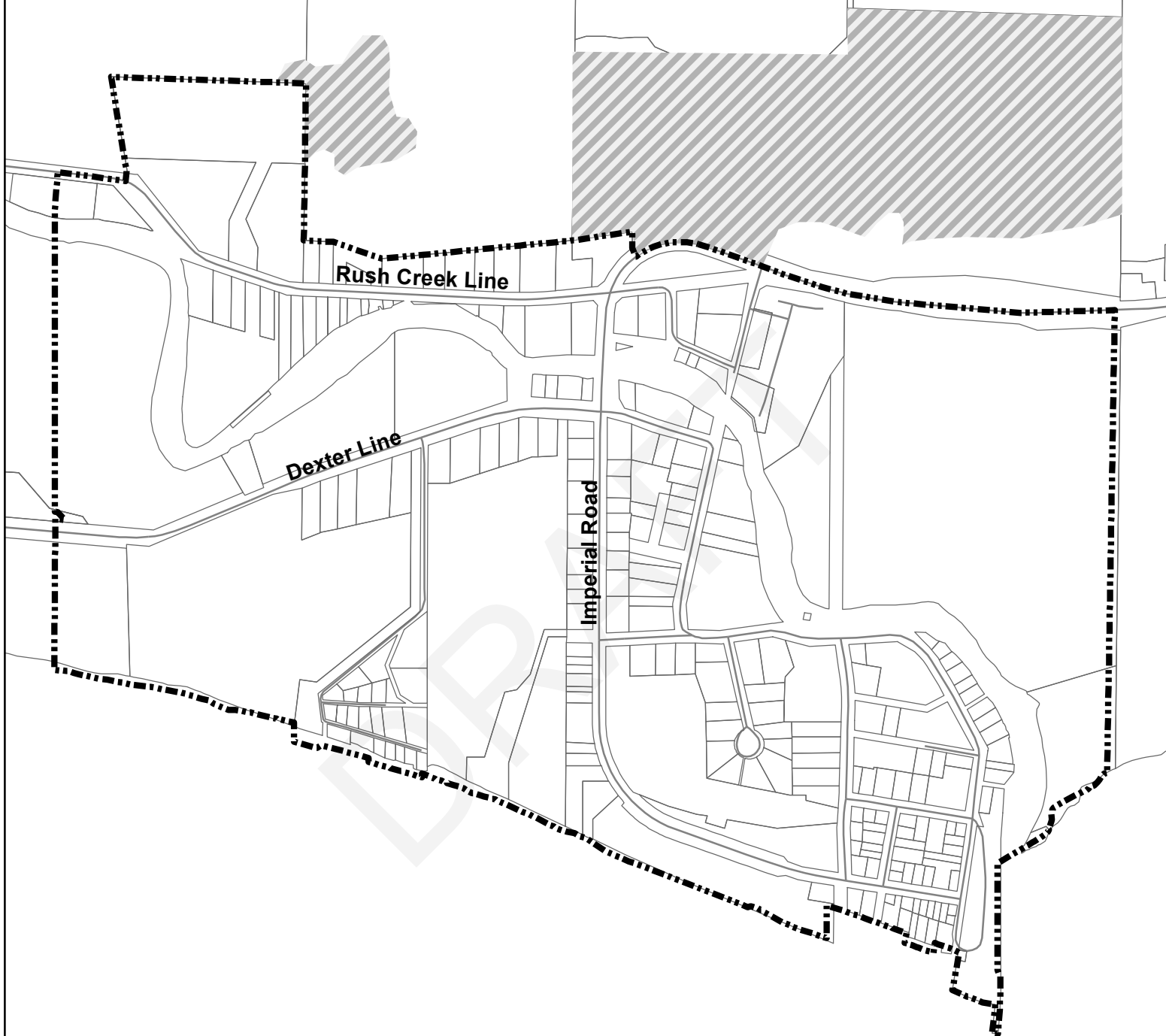
-  Lands re-designated from 'Agriculture' to 'Residential'
-  Lands re-designated from 'Agriculture' to 'Industrial'
-  Lands re-designated from 'Agriculture' to 'Home-Based Industrial Park'
-  Lands re-designated from 'Agriculture' to 'Commercial'
-  Lands re-designated from 'Agriculture' to 'Open Space'
-  Lands re-designated from 'Agriculture' to 'Future Urban Growth'
-  Lands re-designated from 'Residential' to 'Commercial'
-  Settlement Area

**TOWNSHIP OF
MALAHIDE**
A proud tradition, a bright future.



This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

85





TOWNSHIP OF MALAHIDE OFFICIAL PLAN

SCHEDULE 'B' LAND USE PLAN

PORT BRUCE

Legend

-  Lands re-designated from 'Residential' to 'Open Space'
-  Settlement Area

TOWNSHIP OF MALAHIDE
A proud tradition, a bright future.



This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

Municipality of Thames Centre

Avon Drive

Putnam Road

TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'C'
LAND USE PLAN

AVON



Legend



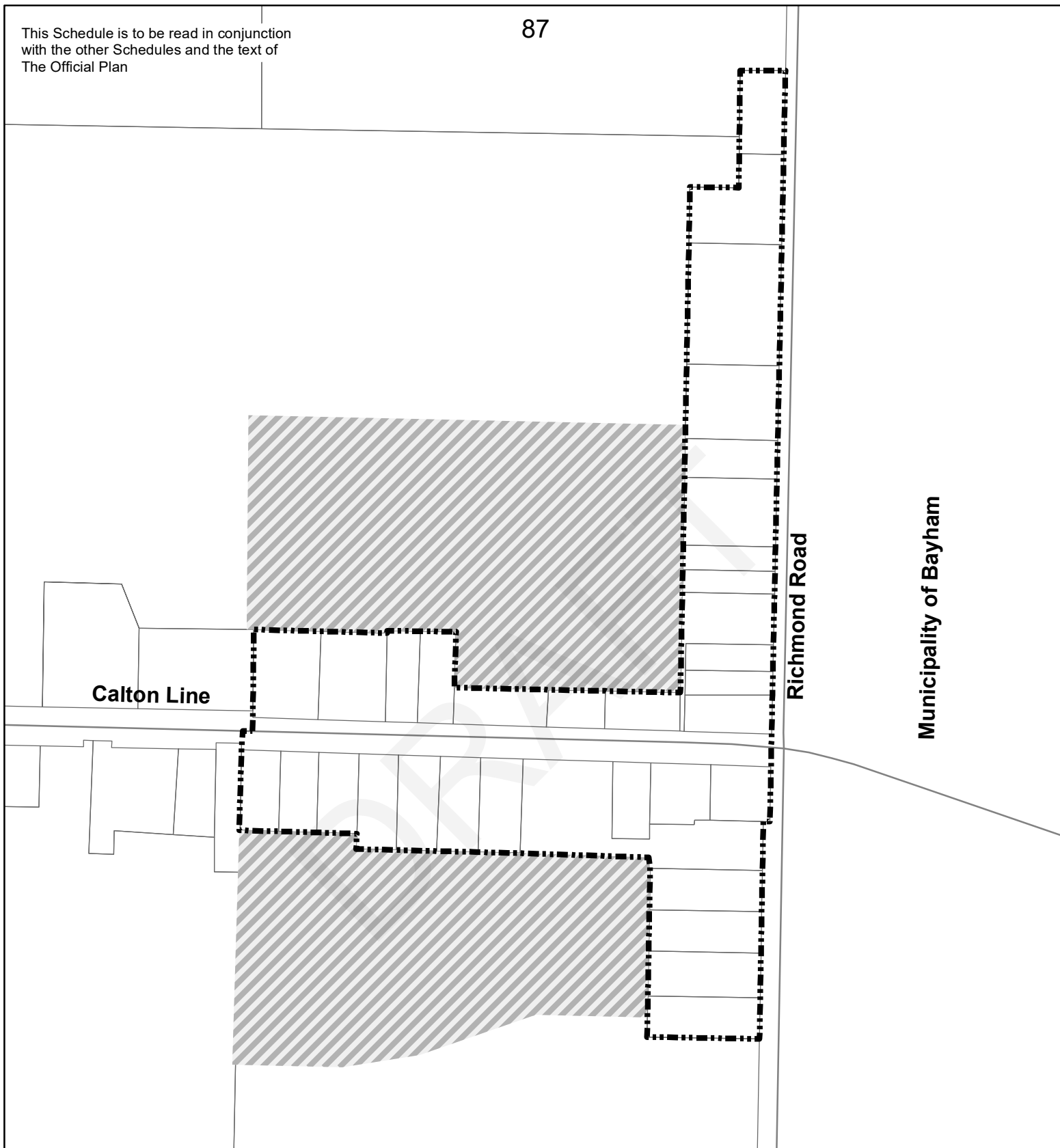
Lands re-designated from 'Hamlet' to 'Agriculture'



Settlement Area



0 50 100 200 Metres



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'D'
LAND USE PLAN
CALTON

Legend



Lands re-designated from 'Hamlet' to 'Agriculture'



Settlement Area

TOWNSHIP OF MALAHIDE
A proud tradition, a bright future.



This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

88

Jamestown Line

Nova Scotia Line

Imperial Road

Legend



Lands re-designated from 'Hamlet' to 'Agriculture'



Settlement Area

TOWNSHIP OF MALAHIDE
OFFICIAL PLAN

SCHEDULE 'E'
LAND USE PLAN

COPENHAGEN



TOWNSHIP of MALAHIDE
A proud tradition, a bright future.



0 70 140 280 Metres

This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

89

Springwater Road

Ron McNeil Line

Dorchester Road

Municipality of Central Elgin

Municipality of Central Elgin

College Line

Legend



Lands re-designated from 'Agriculture' to 'Home-Based Industrial Park'



Settlement Area

as a TOWNSHIP of
MALAHIDE
A proud tradition, a bright future.



0 75 150 300 Metres

TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'F'
LAND USE PLAN
KINGSMILL CORNERS

mbpc
Monteith • Brown
planning consultants

This Schedule is to be read in conjunction
with the other Schedules and the text of
The Official Plan

90

John Wise Line

Hacienda Road

Calton Line

TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'G'
LAND USE PLAN

LUTON

Legend



Lands re-designated from 'Hamlet' to 'Agriculture'

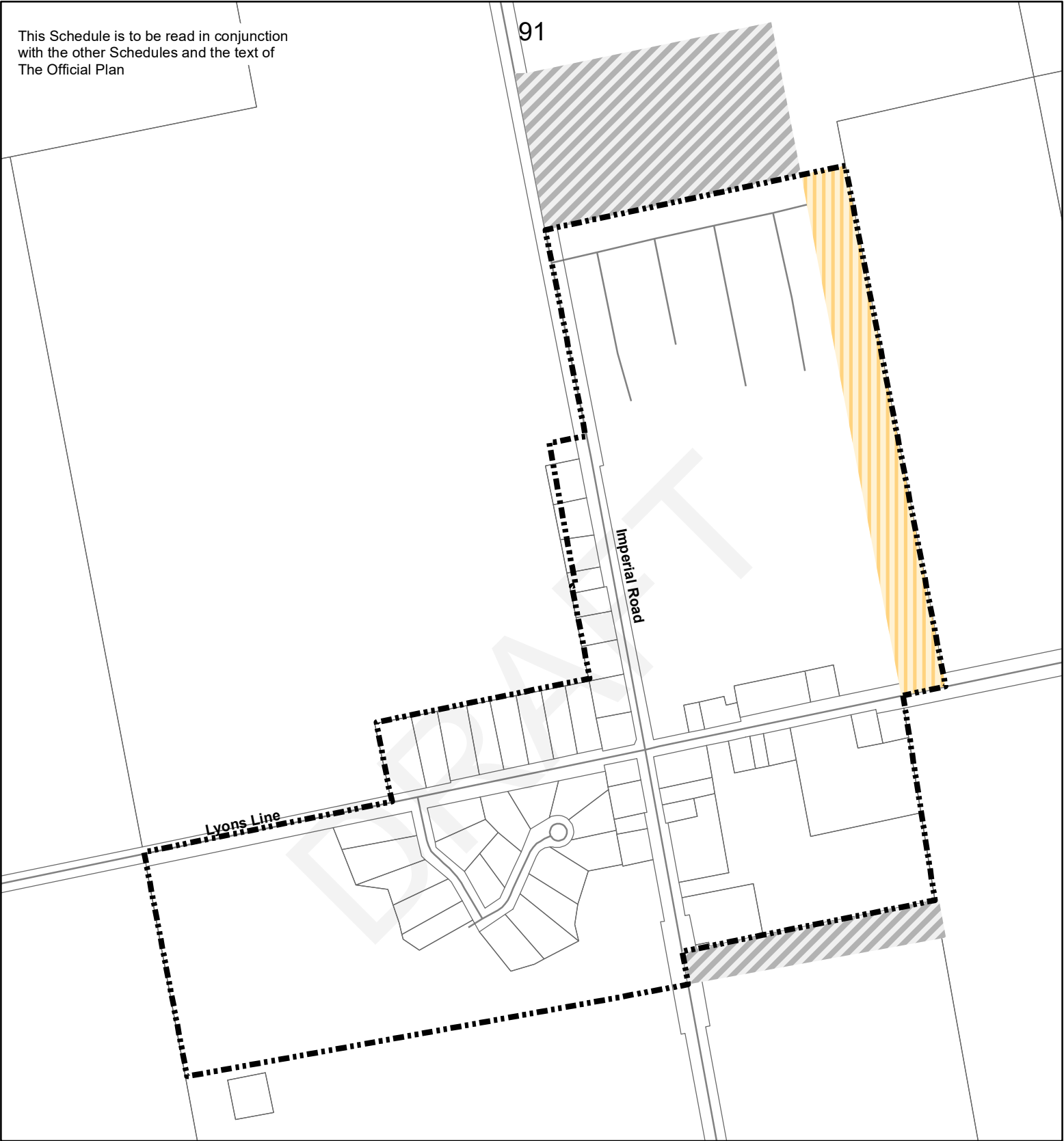


Settlement Area

an TOWNSHIP of
MALAHIDE
A proud tradition, a bright future.






This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan



TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'H'
LAND USE PLAN

LYONS

Legend

-  Lands re-designated from 'Agriculture' to 'Hamlet'
-  Lands re-designated from 'Hamlet' to 'Agriculture'
-  Settlement Area

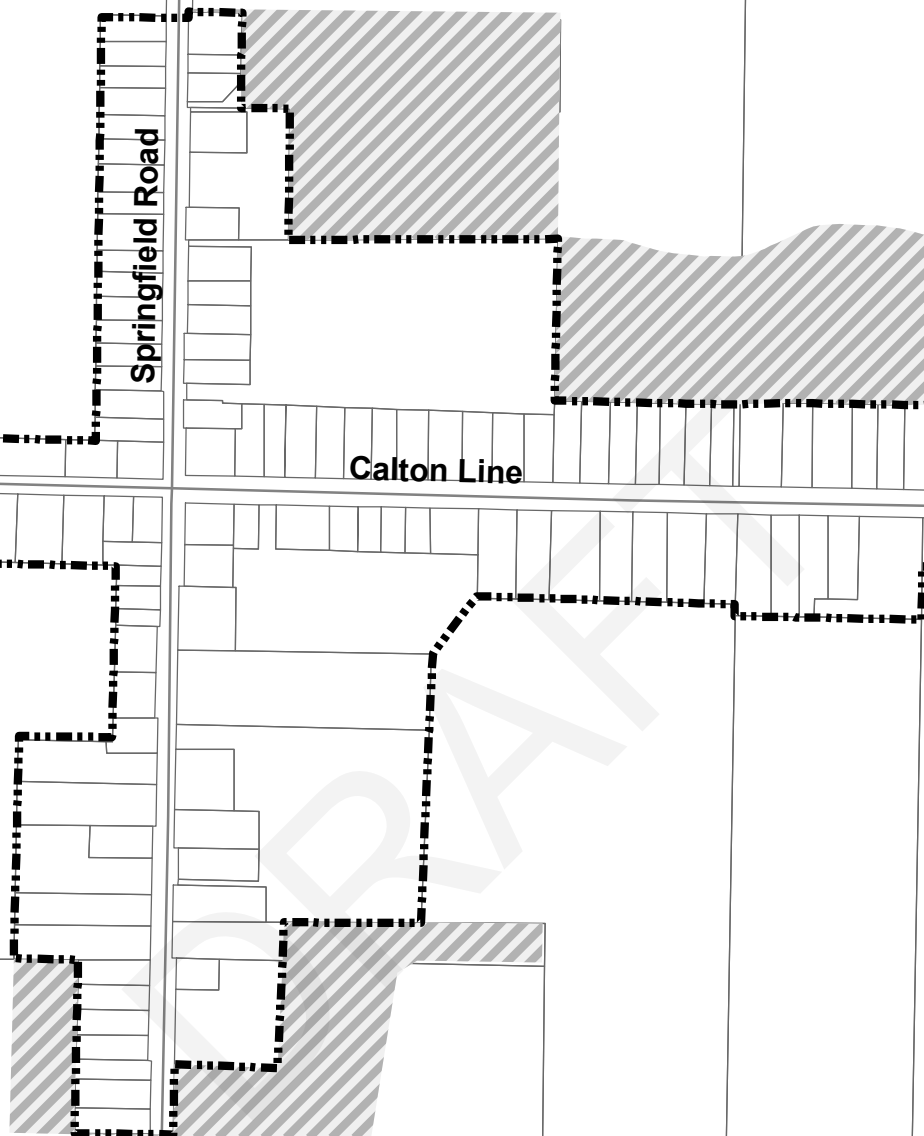


This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan

92

Springfield Road

Calton Line



TOWNSHIP OF MALAHIDE OFFICIAL PLAN

SCHEDULE 'I' LAND USE PLAN

MOUNT SALEM

Legend



Lands re-designated from 'Hamlet' to 'Agriculture'

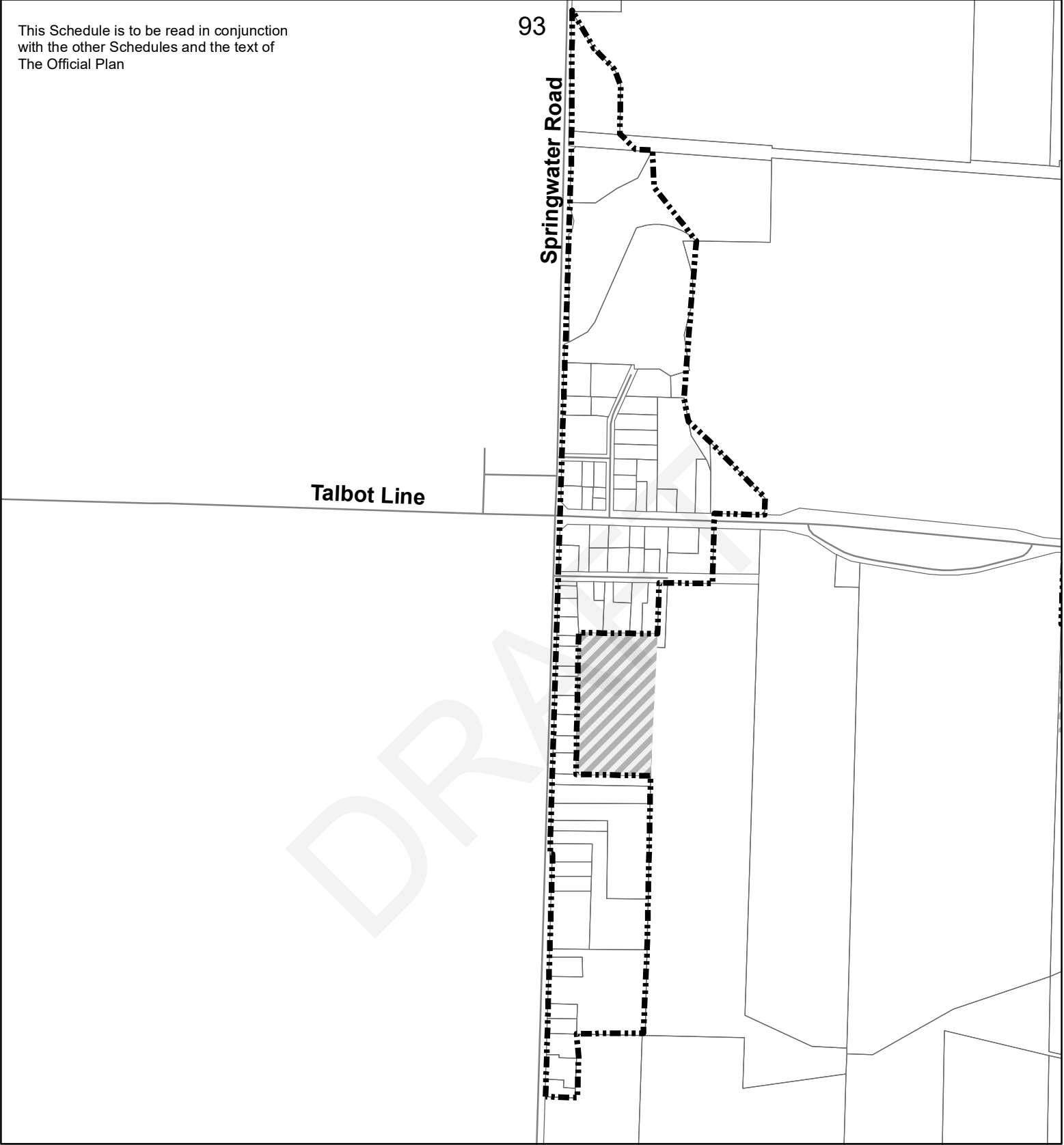


Settlement Area

the TOWNSHIP of MALAHIDE
A proud tradition, a bright future.



This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan





TOWNSHIP OF MALAHIDE
OFFICIAL PLAN
SCHEDULE 'J'
LAND USE PLAN

ORWELL



Legend

-  Lands re-designated from 'Hamlet' to 'Agriculture'
-  Settlement Area



This Schedule is to be read in conjunction
with the other Schedules and the text of
The Official Plan

94

Bradley Creek Line

Imperial Road

Conservation Line

Legend



Lands re-designated from 'Hamlet' to 'Agriculture'



Settlement Area

TOWNSHIP OF MALAHIDE
OFFICIAL PLAN

SCHEDULE 'K'
LAND USE PLAN

SOUTH GORE

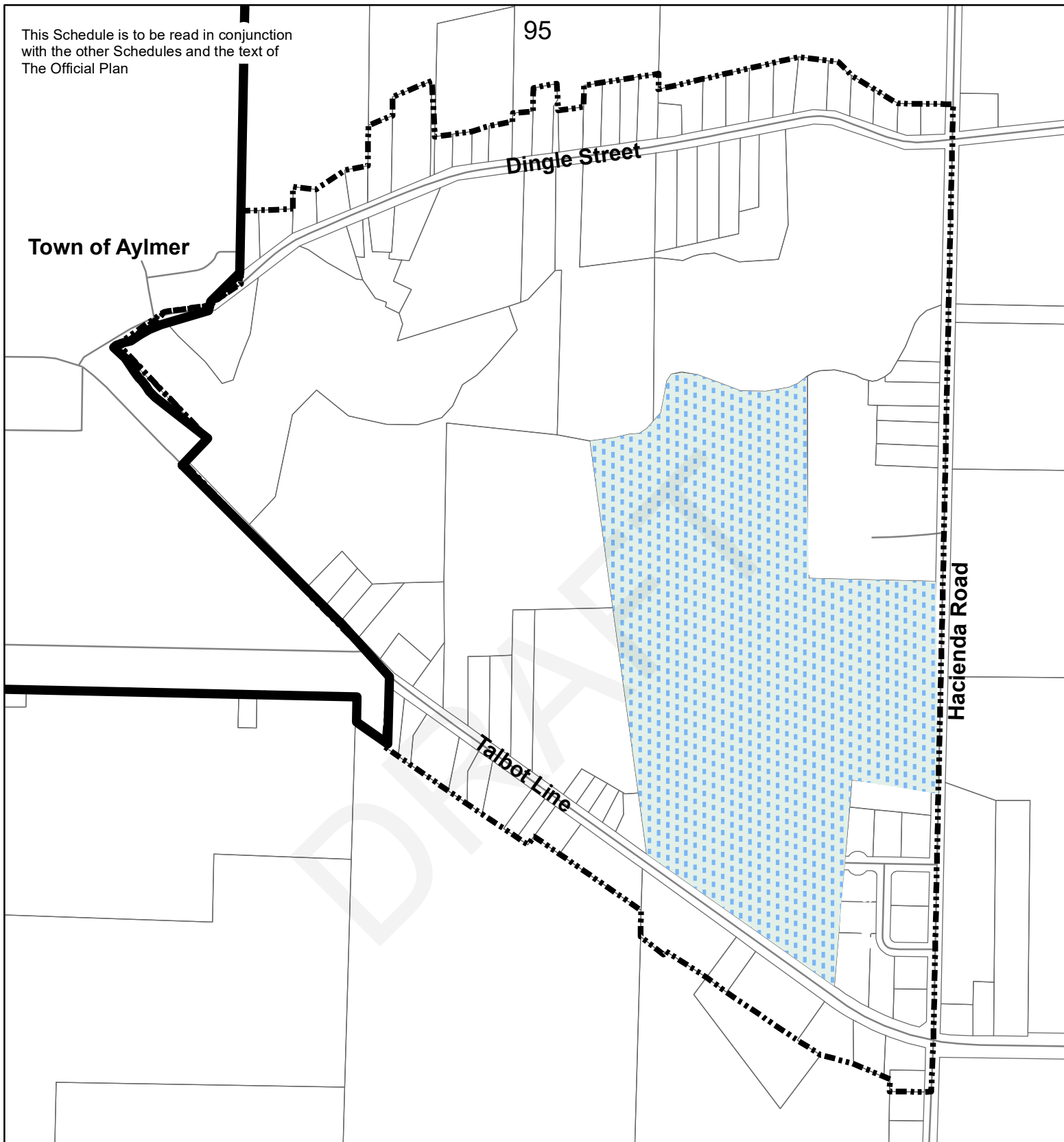
mbpc
Monteith • Brown
planning consultants

TOWNSHIP of MALAHIDE
A proud tradition, a bright future.



0 50 100 200 Metres

This Schedule is to be read in conjunction with the other Schedules and the text of The Official Plan





TOWNSHIP OF MALAHIDE
OFFICIAL PLAN

SCHEDULE 'L'
LAND USE PLAN

AYLMER EAST

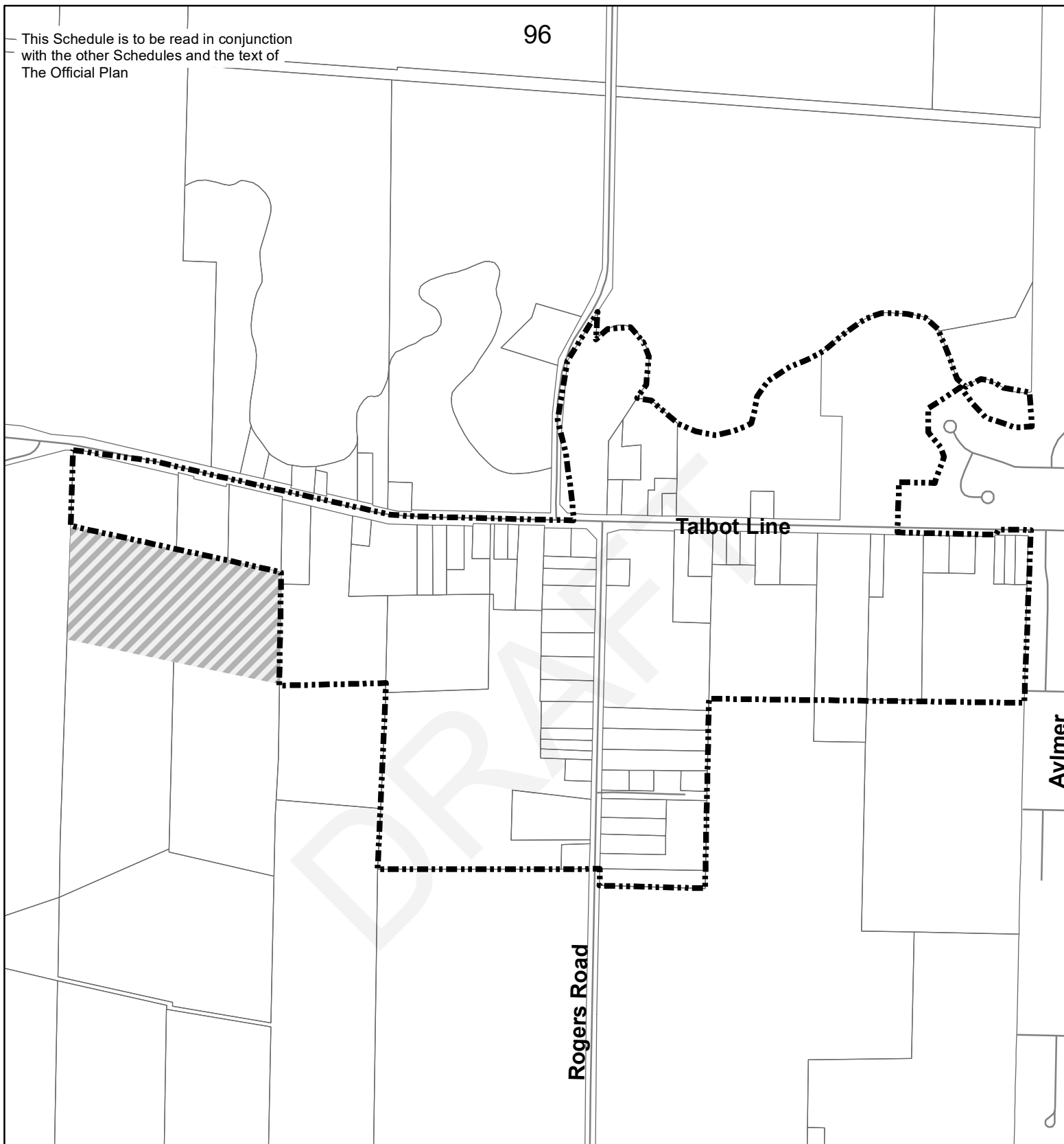
Legend

-  Lands re-designated from 'Suburban Area' to 'Home-Based Industrial Park'
-  Settlement Area



This Schedule is to be read in conjunction
with the other Schedules and the text of
The Official Plan

96





TOWNSHIP OF MALAHIDE OFFICIAL PLAN

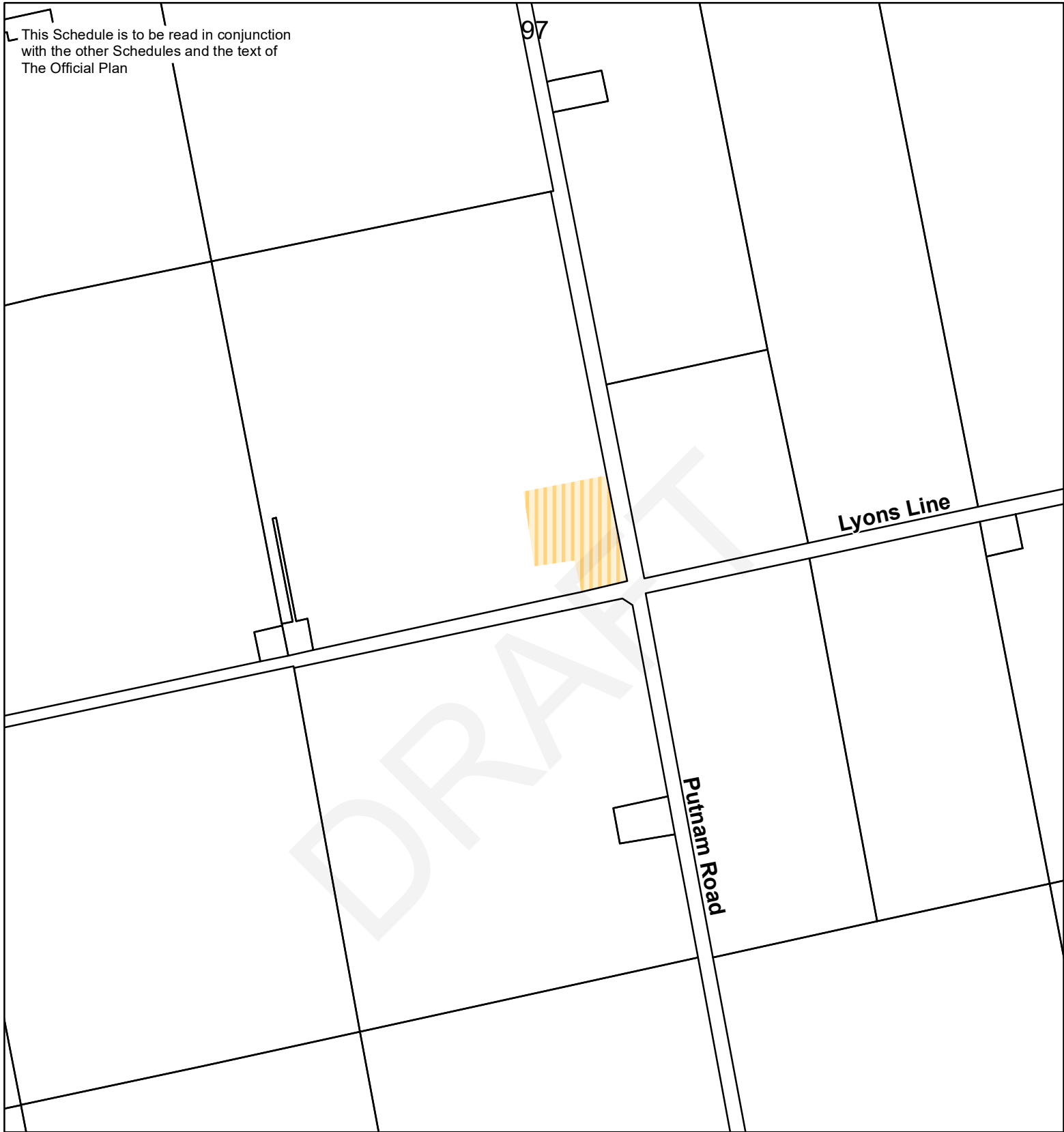
SCHEDULE 'M' LAND USE PLAN

AYLMER WEST

Legend

-  Lands re-designated from 'Suburban Area' to 'Agriculture'
-  Settlement Area






TOWNSHIP OF MALAHIDE
OFFICIAL PLAN

SCHEDULE 'N'
LAND USE PLAN

51570 LYONS LINE

Legend

-  Lands re-designated from 'Agriculture' to 'Specific Policy Area No. 13'



We are opposed to the proposal to re-designate land on the eastside of Dorchester Road and south of Ron McNeil Line from 'Agriculture' to 'Home-Based Industrial Park.

We are concerned about the environment, Catfish Creek and the wild life in the area. We have 35 acres of tree lot that is a haven for these animals with the creek that runs through it.

I emailed Allison and this email address in August voicing our concerns

We want to understand why this would even be considered as the land proposed is good farmland.

Please send me the invite so we can attend as i see it on the agenda for Dec 16

Lisa and Steve Holmes

I would like to pre-register for participation in the virtual public meeting on December 16, please.

My father-in-law, Dick Greenway has already spoken to Adam Betteridge about having part of Lot 2(which I own), to be included in the hamlet of Kingsmill Corners. In addition to the following:

46. Schedule 'A1', Land Use of the Official Plan of the Township of Malahide, is hereby amended by changing the designation of part of Lot 2, Concession IX from 'Agriculture' to 'Home-Based Industrial Park' as shown on Schedule 'F' hereto.

Thank you!

Kelvin Saarloos.



December 10, 2021

RE: Water Servicing to the Village of Springfield

We had an opportunity to review the official plan amendment proposed for the Village of Springfield and Doug. Tarry Limited would like to comment in support of the Township of Malahide exploring providing water service to that area.

From a developer's point of view, municipal water is critical. Without it, you will not attract the development that is needed in an area such as Springfield. Having it serviced, development then becomes a viable option, which in turn provides the following benefits to both the village and the Township:

1. Family friendly development that provides enough population density is crucial for the long-term viability of the community public school – it keeps it open, and children are not being bussed out to other communities;
2. It helps ease the housing crisis the region is currently challenged with;
3. The village is revitalized as a whole – it attracts new business, provides jobs, offers opportunities for tourism;
4. Developments create additional revenue stream for the Township via taxes

Doug. Tarry Limited (and other developers) would be strongly interested in developing in Springfield, should water service be approved. We are the leaders in our industry in terms of building with both sustainable survivability and the environment in mind. Our company motto is "We don't just build for humans". We include flora, fauna, Carolinian forests, naturalized green spaces that entice pollinators, trails, holistic designs around storm ponds so that animals can migrate versus being fenced out.

We design our homes with occupant comfort, indoor air quality, climate resiliency, and decarbonization as a baseline, going over and above a regular code built home, and Net Zero Ready has been our standard since 2019. We are the first builder in Canada to label over 250 Net Zero / Net Zero Ready Homes.

We are in full support of the Township exploring what is potentially a valid opportunity to build a sustainable community and revitalize the current landscape, and we look forward to creating a relationship that will assist in that end.

Doug Tarry
President
Doug. Tarry Limited

To: Township of Malahide Counsellors

Submission: Comments pertaining to the Township of Malahide's 'Five Year Official Plan Update and Comprehensive Review' and Amendment No. 20

These comments are being submitted in regards to the following property:

6784 Hacienda Road, Luton;

Referenced as LU3 on page 87 of the report

We, Rob and Rose Anne Kuiper, purchased this land in 2004.

Extensive archaeological work was conducted by Archaeologix Inc., London, ON, from 2004 – 2006 (some sections of the land underwent a stage 4 assessment – costing approximately \$ 20 000); all assessments were completed to meet the requirements for future severances on the entire parcel that is now known as 6784 Hacienda Road.

We obtained 4 severances and worked closely with the township as 3 additional homes were constructed.

During this process we complied with all of the requirements –

- Underwent the process of an archaeological assessment;
- Satisfied all conditions from the Catfish Creek Conservation Authority;
- Satisfied all requirements from the Elgin County Planning Department; and
- Satisfied all requirements from the Township of Malahide Planning Department.

In the townships' Official Plan this property was classified as 'future development';

- The township requested that a 'holding' (H) be incorporated into the zoning – allowing them to have input into how this parcel is developed in the future (the township wanted to see more than just one home placed in the middle of this land).

In 2009 we worked with the township when they were reconstructing Hacienda road and we sold them 167.569 feet by 17.00 feet in depth of frontage onto Hacienda Road to accommodate the construction of Hacienda road.

In 2009, IBI Group, Planner, provided the township with a memorandum indicating their support for the removal of the holding symbol on the lands to be conveyed and a minor variance to accommodate the reduced frontage on the retained lands.

In 2016 we worked with CJDL Consulting Engineers to begin the discussions and planning to develop the retained lands. A planning meeting was held and in attendance was CJDL, Planner for Malahide Township and the Manager for Planning for the County of Elgin. The outcome of this meeting was favourable for us to continue to work with CJDL to develop estimated construction costs for this project – which cost approximately \$ 4000.00.

The estimated costs for the construction of the work required to move forward in the 2016 cost analysis completed by CJDL made it clear that it was cost prohibitive to move forward with this plan of subdivision.

In 2019 we had conversations with CJDL and our real estate agent and concluded that economic conditions had become favourable for development. By speaking with other Planning Consulting firms and CJDL we have learned that there have been numerous inquiries from investors looking to pursue this development. Through these conversations we discovered that when informed that this property is slated for removal from the 'official plan' it was no longer pursued.

Eliminating this parcel of land for development from the official plan will only exacerbate the current housing crisis. It is clear that this development can help play a critical role in meeting the demands for housing until lots are available in the newly slatted subdivision in Springfield.

In the 'Five Year Official Plan Update and Comprehensive Review' it was noted on page 88 that the following 'characteristics and considerations' were provided pertaining to our property:

- Lands have limited access, with only a 15m wide access to Hacienda Road, municipal services are not available;
- approximately 850m from livestock facility to the east; and
- northern limit of parcel is impacted by significant woodlands, and a Provincially Significant Wetland is located adjacent to the north;

In response to these 'characteristics and considerations':

- Lands have 19.958 metre frontage; a minor variance would be required to meet the required 20 metres (which the township was in support of);
- Recent approvals for 5 building permits have been granted for properties inside the 850 m range to a livestock facility (by Malahide township); and
- Impacts of significant woodlands and significant wetlands have been recognized and signed off on by the Catfish Creek Conservation Authority (04-10-MAL-SEV).

In summary, hopefully we have been able to provide you with an overview of the extensive time, money and energy we have invested in this property in the past 17 years. We have always worked closely with the township and the county with each project. Therefore, we are opposed to our property, 6784 Hacienda Road being removed from the settlement area of Luton, in the Five Year Official Plan for the township of Malahide.

We would be pleased to have further conversations with you or to answer any questions you may have.

Thank you for taking the time to read our comments and for hopefully reconsidering the decisions you have proposed pertaining to this parcel of land.

Rob and Rose Anne Kuiper

Delivered by email

December 9, 2021

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

Attn: Mr. Adam Betteridge, Chief Administrative Officer

Re: Township of Malahide – Official Plan Update

Dear Mr. Betteridge:

In view of the upcoming Malahide Official Plan update, Hayhoe Homes has reviewed the Background Report & Recommendations for the Malahide Official Plan update prepared by Monteith Brown Planning Consultants dated March 2021.

Hayhoe Homes is generally supportive of the report's recommendation to focus future development on full municipal services in the village of Springfield. Offering development opportunities on full municipal services can have benefits for both Springfield and the Township of Malahide by providing additional housing units in the current 'stressed' housing market, growing the municipality's tax base, and sustaining local businesses and municipal services.

At this time, Hayhoe Homes does not own land in Springfield. However, if the proposed plan was implemented and full municipal services were brought to Springfield and additional lands designated residential, Hayhoe Homes would be interested in exploring development opportunities in Springfield while working collaboratively with Malahide and the local community.

Yours sincerely,



Will Hayhoe Jr., Operations Manager



Report to Council

REPORT NO.: F21-17

DATE: December 16, 2021

ATTACHMENT: Bearcom Service Agreement, Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment, Quote For Battery Replacement.

SUBJECT: **ELGIN COUNTY FIRE COMMUNICATIONS SYSTEM- SUPPORT AGREEMENT**

Recommendation:

THAT Report No. F21-17 entitled “(ELGINCOUNTY FIRE COMMUNICATION SYSTEM-SUPPORT AGREEMENT)” be received;

AND THAT That the Township of Malahide Council authorize the signing of the Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment.

AND THAT the Township of Malahide to renew the System Support Agreement with Bearcom Communications.

Background:

The Elgin County Fire Communications System was installed in 2015, with installation costs and maintenance costs being divided up among the Elgin County Municipalities.

The City of St. Thomas has a separate fire communications system.

To ensure the reliability of the system a maintenance contract was entered into at the same time with Spectrum Communication. This maintenance contract with Spectrum Communications (now Bearcom Communications), expired on November 30, 2021 and is therefore due for renewal. The monthly fee has been reduced from \$4,500 to \$3,800 per month, which will provide savings in the short term. As the system is aging, equipment replacement costs are expected to be incurred over the next few years including battery replacements at each tower site in the short term.

The Elgin County Chiefs discussed the agreement at a recent meeting with a consensus to renew this maintenance contract, with the intent to have a third-party evaluation completed on the system in the next 12-24 months to assist with determining equipment replacement needs.

Comments/Analysis:

This report is to advise of potential upcoming system replacement and maintenance expenses.

Financial Implications to Budget:

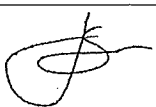
The proposed project/program will be included in the 2022 Budget subject to being approved by the Council. The Fire Chief will submit further reports as required for estimated maintenance costs not covered by this agreement and submit for budget approval.

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 “*(insert name of one of the above pillars)*” Strategic Pillar relates to “*(insert wording of specific goal)*”.

(Provide a brief summary of how the recommendations contained in this report work to support or achieve the specific goals of the ICSP).

Submitted by:	Approved by:
 Director of Fire & Emergency Services	Adam Betteridge, Chief Administrative Officer

INTERMUNICIPAL AGREEMENT FOR JOINT OWNERSHIP OF FIRE
COMMUNICATION EQUIPMENT

THIS AGREEMENT made this 13th day of December, 2021

BETWEEN:

THE CORPORATION OF THE TOWN OF AYLMER
(Hereinafter referred to as "Aylmer")

OF THE FIRST PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
(Hereinafter referred to as "Bayham")

OF THE SECOND PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(Hereinafter referred to as "Central Elgin")

OF THE THIRD PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
(Hereinafter referred to as "Dutton/Dunwich")

OF THE FOURTH PART

- and –

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
(Hereinafter referred to as "Malahide")

OF THE FIFTH PART

- and –

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
(Hereinafter referred to as "Southwold")

OF THE SIXTH PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(Hereinafter referred to as "West Elgin")

OF THE SEVENTH PART

WHEREAS the Parties hereto are lower tier municipalities within the territorial limits of the County of Elgin in the Province of Ontario;

AND WHEREAS in satisfaction and/or fulfilment of their respective statutory jurisdiction and including but not limited to those powers set forth in the Municipal Act, 2001, S.O. 2001, c. 25, as amended, and Fire Protection and Promotion Act, 1997, S.O. 1997, c. 4, as amended, the Parties hereto provide firefighting and fire promotion and protection services within their respective territorial limits;

AND WHEREAS the Parties hereto, as a previous joint initiative, purchased, erected, and installed and operated, and continue to operate, a radio communication and paging system for, among other things, dispatch of firefighting personnel and equipment to locations within their territorial limits and elsewhere within the territorial limits of Elgin County, which system is commonly referred to as the “Elgin Fire Communication System”;

AND WHEREAS the Parties hereto have reached consensus in respect of various issues relating to such radio communication and paging system, including but not limited as to joint ownership of equipment and shared responsibility for costs and expenses, including those relating to insurance and maintenance, and now wish to reduce the terms of that consensus to writing;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes each of the Parties hereto to enter into an Agreement with each of the other Parties hereto for their joint benefit and in respect of any matter or matters which all Parties thereto have the power to provide within their respective territorial limits;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by each Party hereto to all other Parties hereto and other good and valuable consideration, including but not limited to the mutual covenants hereinafter contained, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereto acknowledge and/or agree as follows:

1.0 Term

1.1. This Agreement shall commence on January 1, 2022, and, subject to the termination provisions set out in section 1.2 below, shall continue in full force and effect until December 31, 2022, at which date it shall automatically renew for a term of one year. At the expiration of the one-year renewal term, and in each successive one-year renewal term thereafter, this Agreement shall continue to renew automatically for an additional one-year term subject to the termination rights set out in section 1.2, below.

1.2 Any Party hereto may terminate this Agreement at the end of a one-year renewal term, thereby preventing the automatic renewal provided for in section 1.1, by providing at least one hundred and twenty (120) days written notice to all other Parties. At the end of the in-force

renewal period, this Agreement shall become null and void unless the remaining Parties hereto execute an Amending Agreement confirming their consensus to continue to be bound by the terms of this Agreement or any renewal or extension thereof and otherwise implementing any revisions necessitated by the withdrawal of the said terminating Party.

2.0 Acknowledgement of Ownership

2.1 The Parties hereto acknowledge and agree that the communication and paging equipment, including the location and original cost thereof, that is the subject matter of this Agreement is set forth in Schedule "A" hereto.

2.2 The Parties hereto further acknowledge and agree that all communication and paging equipment as set forth in Schedule "A" hereto are owned jointly by the Parties hereto but that, for purposes of valuation, insurance, and risk management, all Parties hereto are deemed to own one-seventh (1/7) of the total value of such equipment.

2.3 With regard to the communication and paging equipment set forth in Schedule "A" hereto, the Parties hereby agree that in the event that there are any equipment additions, deletions, changes or replacements that require revisions to Schedule "A", that the Fire Chief of the Party where the addition, deletion, change or replacement to equipment is situated shall:

2.3.1 Revise Schedule "A" to reflect the added, deleted, changed or replaced equipment;

2.3.2 Circulate the revised Schedule "A" to all other Parties pursuant to the Notice provision of this Agreement;

Upon receipt of the revised Schedule "A", each other Party shall have fifteen (15) days to provide written notice of any dispute to the revisions to the other Parties. If no such written dispute is made then the revised Schedule "A" shall be deemed to be the in-force Schedule "A" to this Agreement. Where a notice disputing the revisions is made by any Party, the existing Schedule "A" shall remain in force and effect until the dispute is resolved. All Parties hereby agree to use their best efforts to resolve any disputes.

2.4 The Council of each party hereby delegates authority to the CAO and Fire Chief, acting jointly, to amend or replace Schedule "A" to this agreement administratively, and/or to accept an amended or replaced Schedule "A" administratively.

3.0 Statement of Joint Responsibility for Costs and Expenses

3.1 The Parties hereto acknowledge and agree that, as a general principle and commitment, each Party hereto is ultimately responsible for one-seventh (1/7) of any and all costs and expenses, whether direct, indirect, or consequential, attributable to, incurred in respect of, or associated with the communication and paging equipment set forth in Schedule "A" hereto and/or the Elgin Fire Communication System resulting therefrom, including but not limited to

those costs and expenses specifically related to maintenance and system support and insurance as set forth below.

4.0 Maintenance and Technical Support

4.1 The Parties hereto acknowledge and agree that the communication and paging equipment which is the subject of this Agreement and as set forth in Schedule "A" hereto shall be maintained and receive technical support pursuant to a written agreement between BearCom Canada Corp. and The Corporation of the Municipality of Central Elgin (as represented by the Director of Fire Rescue Services|Fire Chief) (hereinafter "Central Elgin"), which agreement is entitled "System Support Agreement for Elgin Fire Communication System" and is dated December 1, 2021.

4.2 The Parties hereto hereby endorse the said System Support Agreement for Elgin Fire Communication System attached as Schedule "A" hereto and agree to be bound by the terms and conditions thereof through The Corporation of the Municipality of Central Elgin.

4.3 The Parties hereto agree that, on behalf of all Parties hereto, Central Elgin shall pay any invoice issued by BearCom Canada Corp. pursuant to the said System Support Agreement and that Central Elgin shall thereafter invoice each of the other Parties hereto in an amount equal to one-seventh (1/7) of the amount of such invoice issued by and as paid to BearCom Canada Corp., which invoice each Party hereto shall pay to Central Elgin within thirty (30) days of issuance.

4.4 The Parties hereto further agree that, on behalf of all Parties hereto, that prior to the expiration of the term of the System Support Agreement, Central Elgin is delegated the authority to negotiate a new or renewed system support agreement with any competent service support provider. Prior to Central Elgin entering into a new or renewed system support agreement on behalf of all of the Parties, the following process shall be followed:

- 4.4.1 Central Elgin will provide a copy of the proposed new or renewed system support agreement to all other Parties no less than ninety (90) days prior to the expiration of the existing System Support Agreement;
- 4.4.2 Any Party objecting to any element of the proposed new or renewed system support agreement shall provide its objection to the other Parties within fourteen (14) days of receipt of the proposed new or renewed system support agreement.
- 4.4.3 If no objection is received then the Parties hereby agree that Central Elgin may, on behalf of all the Parties, execute the proposed new or renewed system support agreement.
- 4.4.4 If an objection is received then the Parties shall use their best efforts to resolve the dispute amicably. In the event that the dispute cannot be resolved, then any Party that does not wish to be bound by the new System Support Agreement

shall be deemed to have served notice of termination pursuant to section 1.2 of this Agreement.

4.5 The Council of each party hereby delegates authority to its respective CAO the authority accept or reject any new or renewed system support agreement, being Schedule "A" to this Agreement, administratively.

5.0 Insurance

5.1 The Parties hereto agree that, throughout the Term of this Agreement and while a Party hereto, The Corporation of the Town of Aylmer ("Aylmer") shall secure, maintain, and keep in full force and effect, including but not limited to payment of all applicable premiums, comprehensive property insurance coverage in respect of the communication and paging equipment set forth in Schedule "A" hereto, including but not limited to property coverages of no less than \$700,000.00 per incident, as issued by a reputable insurance carrier carrying on business in the Province of Ontario; provided that any and all such property insurance coverages as secured, maintained, and kept by Aylmer shall at all times name each other Party hereto as an additional insured thereunder. Further, Aylmer shall be responsible for providing insurer of the policy herein described with any revised Schedule "A" following the process set out in section 2.3.

5.2 The Parties hereto acknowledge and agree that, notwithstanding the securing, maintaining, and keeping of insurance coverages by Aylmer as set forth immediately above, it is the intention that all costs and expenses associated with such property coverages, whether direct or indirect and including but not limited to premiums and premium increases as a result of claims made, shall be shared equally by the Parties hereto and that each Party hereto shall be responsible for one-seventh (1/7) of all such property insurance costs and expenses. In keeping with that commitment, the Parties hereto agree that, in the first instance, Aylmer shall pay any and all applicable costs and expenses attributable to and associated with the said property insurance coverages and, at its discretion as to timing, it shall issue and deliver invoices to each of the other Parties hereto in an amount equal to one-seventh (1/7) of such cost and/or expense, which invoice each Party hereto shall pay to Aylmer within thirty (30) days of issuance.

5.3 In addition to the commitments and agreements set forth in sections 5.1 and 4.2 above, the Parties hereto agree that, throughout the Term of this Agreement and its own cost and expense, each Party hereto shall also secure, maintain, and keep in full force and effect, including but not limited to payment of all applicable premiums, comprehensive general liability coverages of no less than \$10,000,000.00 per incident and relating to ownership and/or use of the communication and paging equipment as well as the obligations otherwise set forth herein; provided that each such liability insurance coverages as secured, maintain, and kept by each Party hereto shall name all other Parties hereto as additional insureds in respect of such insured perils.

6.0 Indemnity

6.1 Notwithstanding and in conjunction with that set forth in section 5.0 above in relation to securing, maintaining, and keeping of insurance coverages, the Parties hereto agree that each Party hereto shall indemnify and save harmless all other Parties hereto, including any respective Mayor, Councillor, administrator, employee, consultant, servant, contractor, and/or agent and their respective heirs, executors, successors, and assigns (as the case may be), from and against all costs, actions, suits, expenses, and liabilities directly or indirectly arising from or in any way connected with the performance of any obligation hereunder or negligence in respect thereof, except in the case of and to the extent of negligence on the part of any other individual Party hereto and which other individual Party shall bear responsibility and liability for such negligence.

7.0 Notice

7.1 All notices, demands, requests, agreements, consents, approvals and payments which may be or are required to be given pursuant to this agreement shall be in writing and shall be sufficiently given if delivered personally or by facsimile transmission:

To Aylmer at:	46 Talbot Street West Aylmer, Ontario N5H 1J7 Fax (519)765-1446
To Bayham at:	56169 Heritage Line P.O. Box 160 Straffordville, Ontario N0J 1Y0 Fax (519)866-3884
To Central Elgin at:	450 Sunset Drive, 1 st Floor St. Thomas, Ontario, N5R 5V1 Fax (519)631-4036
To Dutton/Dunwich at:	199 Currie Road Dutton, Ontario, N0L 1J0 Fax (519)762-2278
To Malahide at:	87 John Street South Aylmer, Ontario, N5H 2C3 Fax (519)773-5334
To Southwold at:	35663 Fingal Line Fingal, Ontario, N0L 1K0 Fax (519)769-2837
To West Elgin at:	22413 Hoskins Line Rodney, Ontario N0L 2C0

Fax (519)785-0644

or at such other address in Canada as the applicable party may from time to time advise by notice to the other party. The date of receipt of any such notice, demand, request or payment shall be deemed to be the date of delivery.

8.0 Gender and Number

8.1 Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.

9.0 Headings

9.1 The headings contained in this Agreement are for reference only and in no way affect or modify the interpretation of this Agreement.

10.0 Applicable Law

10.1 This Agreement shall be construed and enforced in accordance with the laws of the

Province of Ontario applicable therein from time to time and this Agreement shall be treated in all respects as an Ontario agreement.

11.0 Obligations and Covenants

11.1 Each obligation, acknowledgment, and/or agreement contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

12.0 Invalidity

12.1 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

13.0 Covenants Independent

13.1 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise expressly provided herein.

14.0 Amendments

14.1 No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties, save and except changes to Schedule "A" which shall occur pursuant to sections 3.2 and 3.3.

15.0 Non-Waiver

15.1 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

16.0 Successors and Assigns

16.1 All of the provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

17.0 Excusable Delay

17.1 If, because of a circumstance beyond its control, a Party is delayed in performing or observing a covenant or in complying with a condition under the terms of this Agreement that it is required to do by a specified date or within a specified period of time, and if the circumstance is neither caused by the default or act of commission or omission of that Party nor avoidable by the exercise of reasonable effort or foresight by that Party, the date or period of time by or within which it is to perform, observe, or comply will be extended by a period of time equal to the duration of the delay.

18.0 Further Assurances

18.1 Each of the Parties will, from time to time hereafter and upon the reasonable request of the other Party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.

19.0 Continuation of Certain Obligations

19.1 Wherever specifically provided for in this Agreement or if it is necessary for the full implementation of any provision of this Agreement, the obligations of a Party shall survive the expiration of the term or the earlier termination of this Agreement, as the case may be.

20.0 Assignment

20.1 The Parties hereto shall not assign the obligations, duties, responsibilities, right and privileges contained in this Agreement.

21.0 Schedules

21.1 All Schedules attached hereto form part of and are incorporated in this Agreement.

22.0 Execution in Parts

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

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

in the presence of

The Corporation of the Town of Aylmer

per: _____

Name: Mary French

Position: Mayor

per:_____

Name: Andy Grozelle

Position: CAO/Deputy Clerk

We have authority to bind the Corporation

The Corporation of the Municipality of Bayham

per: _____

Name: Edward Ketchabaw

Position: Mayor

per: _____

Name: Thomas Thayer

Position: CAO/Clerk

We have authority to bind the Corporation

**The Corporation of the Municipality of
Central Elgin**

per: _____

Name: Sally Martyn

) Position: Mayor
)
)
)
) per: _____
) Name: Paul Shipway
) Position: CAO/Clerk
)

) We have authority to bind the Corporation
)
)

) **The Corporation of the Municipality of**
) **Dutton/Dunwich**
)

) per: _____
) Name: Robert Purcell
) Position: Mayor
)

) per: _____
) Name: Heather Bouw
) Position: CAO/Clerk
)

) We have authority to bind the Corporation
)
)

) **The Corporation of the Township of Malahide**
)
)

) per: _____
) Name: David Mennill
) Position: Mayor
)

) per: _____
) Name: Adam Betteridge
) Position: CAO/Clerk
)

) We have authority to bind the Corporation
)
)

) **The Corporation of the Township of Southwold**
)
)

) per: _____
)

) Name: Grant Jones
) Position: Mayor
)
)
) per: _____
) Name: Lisa Higgs
) Position: CAO/Clerk
)
) We have authority to bind the Corporation
)
)
) **The Corporation of the Municipality of**
) **West Elgin**
)
)
) per: _____
) Name: Duncan McPhail
) Position: Mayor
)
)
) per: _____
) Name: Magda Badura
) Position: CAO/Treasurer
)
) We have authority to bind the Corporation

Date:
December 13, 2021

The Corporation of the Town
of Aylmer

The Corporation of the
Municipality of Bayham

The Corporation of the
Municipality of Central Elgin

The Corporation of the
Municipality of
Dutton/Dunwich

The Corporation of the
Township of Malahide

The Corporation of the
Township of Southwold

The Corporation of the
Municipality of West Elgin

Intermunicipal Agreement for
Joint Ownership of Fire
Communication Equipment

Stephen H. Gibson
450 Sunset Drive
St. Thomas, ON N5R 5V1

County Solicitor



**SYSTEM SUPPORT AGREEMENT FOR
ELGIN FIRE COMMUNICATIONS SYSTEM**

Dated: December 1, 2021

Between

BearCom Canada Corp. (BearCom)

And

Elgin Fire Communications System c/o Raymond Ormerod Fire Chief
The Municipality of Central Elgin (Customer)

Purpose

This Agreement describes the system support services that BearCom will provide for the Customer's

VHF DIGITAL SIMULCAST TWO-WAY RADIO COMMUNICATIONS SYSTEM
And
VHF ANALOG SIMULCAST PAGING SYSTEM

This Agreement also establishes the terms and conditions upon which the system support services will be provided.

Contents

1. SYSTEM SUPPORT AGREEMENT	4
2. AGREEMENT ACCEPTANCE	8
3. ADDENDA	9
ADDENDUM I: SYSTEM DESIGN	9
ADDENDUM II: BILLABLE SERVICE RATES	10
ADDENDUM III: SYSTEM EQUIPMENT & COVERAGE DETAILS	11
ADDENDUM IV: ITEMS NOT COVERED BY THE SUPPORT FEE	14
ADDENDUM V: CUSTOMER REPRESENTATIVES	15

1. SYSTEM SUPPORT AGREEMENT

Part I Services

BearCom will supply all supervision, labour, service facilities, spare parts, replacement parts, test equipment and supplies necessary to maintain the System Equipment as stated in this Agreement.

1. Support Services

The monthly support fee covers the following Support Services:

For the SYSTEM EQUIPMENT (As listed in **Addendum II**)

- Proactive monitoring of alarms and system diagnostics (24/7/365).
- Proactive corrective action for alarms and system diagnostics.
- Remote support of System Equipment (24/7/365).
- Onsite servicing and repair of System Equipment (24/7/365).
- Firmware upgrades to System Equipment*
- Perform one complete PM check of system equipment per calendar year.
- Includes parts and labor as illustrated in Addendum II.

****Firmware for “bug” fixes only. Does not apply to feature-add firmware. Does not apply to portable and mobile radio equipment.***

2. Response Times

Service requests for System Equipment can be made by calling 519-663-2109. Requests will be responded to within one hour. Initial response will be to remotely access the system to aid in problem diagnosis. If an onsite response is required to resolve the issue, technical personnel will arrive onsite within two hours from the initial service request. If a defective System Equipment component cannot be repaired within one hour from the beginning of the on-site service response, it will be replaced with a spare component provided by BearCom or the customer as listed in **Addendum II**. This level of service will be maintained on a 24/7/365 basis.

Service requests for Base Station Equipment or Mobile Equipment are not covered by the monthly support fee. Such repair requests can be made by calling 519-663-2109. Technical personnel will respond onsite within 48 hours. If the defective Base Station or Mobile Equipment cannot be repaired within one hour from the beginning of the on-site service response, it can be replaced with a spare unit provided by the Customer. After the faulty equipment has been repaired it will be returned to the Customer's spare stock. This level of service will be maintained Monday – Friday from 8:30am to 5pm (excluding holidays).

Portable equipment repairs are not covered by the monthly support fee. Faulty portable units can be delivered or shipped to BearCom's London facility for repair. After the faulty equipment has been repaired it will be returned to the Customer via prepaid courier.

3. Billable Services

Billable Services include any Services other than what is listed under Support Services and as further illustrated in Addendum II & Addendum III. The rates for Billable Services will be at the Customer's contract rate which is 10% off BearCom's posted labor rates. The present billable rates are shown in Addendum IV.

If, due to the action of regulatory authorities, changes to the System Equipment becomes necessary, such changes will be performed by BearCom upon request by and at the expense of the Customer, at Billable Service rates.

System Equipment programming changes will be provided by BearCom at no cost to the Customer if the change is necessary because of an error or omission on BearCom's part during the Term. System

Equipment programming changes that are requested by the Customer for any reason other than to correct an error or omission on BearCom's part will be performed at Billable Service rates.

BearCom assumes no responsibility for radio interference or noise problems unless it is due to faulty System Equipment that is covered under this agreement. BearCom will investigate interference complaints and recommend solutions. The cost of investigating and solving interference problems will be borne by the Customer at the corresponding Billable Service rates.

4. Conditions of Service

BearCom's obligation to provide Services is contingent on proper use of the Equipment. BearCom will be under no obligation to provide Services in respect of Equipment:

- I) which has not been maintained at the manufacturers specified minimum configuration or release levels
- II) which has not been maintained in environmental conditions within the operating range specified by the manufacturer
- III) which has been modified without the manufacturer's approval, attached to equipment which has not been approved by the manufacturer, subjected to unusual physical stress, abused, or neglected, or
- IV) of which the original identification marks have been removed or altered.

Service work made necessary because of any of the foregoing causes, any cause not associated with the reasonable use of the Equipment, or any other cause not under the control of BearCom may be performed, at BearCom's discretion, at the hourly rate for Billable Service, plus the cost of parts.

BearCom will not be responsible to the Customer for loss of use of Equipment or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to Equipment by other than authorized representatives of BearCom. If, in the opinion of BearCom, any such alterations, additions, adjustments or repairs adversely affect BearCom's ability to render Services to Equipment, BearCom will have the right to terminate this Agreement upon thirty (30) days prior written notice to the Customer.

5. Warranty

BearCom warrants that all Services will be performed in an efficient manner with quality workmanship. If the Customer or its representatives notify BearCom within 30 days following the performance of any Service that the Service was not so performed, BearCom will re-perform it.

The warranty set out under Support Services is BearCom's sole warranty under this Agreement and all express or implied representations, warranties, and conditions, statutory or otherwise, including but not limited to, any implied warranty or condition of merchantability or fitness for a purpose are disclaimed.

Part II. General Terms and Conditions

1. Contract Period. The Services will be provided for an initial five-year period from the Effective Date of December 1, 2021, to November 30, 2024.
2. Support Fee. The Support Fee for this Agreement is **\$4,500.00 per month plus taxes.**
3. Invoicing. BearCom will submit an invoice for the Support Fee monthly. Payments for the Support Fee as well as payments for Billable Services are due within forty-five (45) days of receipt of BearCom's invoice. Late payments will bear interest at the rate of 12% per annum. The Customer will pay, in addition to the other amounts payable under this Agreement, any applicable HST. BearCom will be entitled to increase the Support Fee on each anniversary date of this Agreement, by a percentage that is no greater than the percentage increase in the previous year's third quarter Statistics Canada Consumer Price Index (Listed as "All-Items") for Ontario to a maximum of 3 percent.
4. Health & Safety. BearCom is responsible to ensure that appropriate Health and Safety Policies and Procedures, as well as WSIB coverage, are in place for all employees, agents and contractors who have access to Customer facilities. BearCom is also responsible to ensure that appropriate qualification certificates are on file for their employees, agents, and contractors. At the Customer's request, this information shall be made available.
5. Default. If BearCom at any time during the Term or an Extended Term defaults in providing the Services required under this Agreement, or fails, or neglects to fully perform, observe and keep all covenants, terms and conditions herein contained, the Customer shall give BearCom written notice of such default and BearCom shall correct such default within fifteen (15) days after receipt thereof and if the default remain outstanding on the sixteenth (16th) day, the Customer may terminate this Agreement in full or in part forthwith, except in the event that such default reasonable requires more than fifteen (15) days to correct, in which case BearCom shall have a reasonable time to cure such default.
6. Termination. It is agreed and understood that BearCom may terminate this Agreement in full or in part at any time, for any reason whatsoever, by giving ninety (90) days prior written notice thereof to the Customer. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement. It is agreed and understood that the Customer may terminate this Agreement in full or in part at any time for any reason whatsoever by giving ninety (90) days prior written notice to BearCom. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement.
7. Insurance & Indemnity. BearCom shall, during the Term, keep in full force and effect a policy of insurance satisfactory to the Customer, naming the Customer as an additional insured, in which the limit of Commercial General Liability Insurance shall not be less than five million dollars (\$5,000,000) per occurrence. BearCom shall provide an initial Insurance certificate and produce annual Insurance certificates. BearCom shall indemnify and save harmless the Customer and its employees, elected officials, officers, contractors, subcontractors, servants and agents from and against all costs, actions, suits, expenses and liabilities directly or indirectly arising from or in any way connected with a breach by BearCom of its obligations under this Agreement or the use of Customer facilities, except in the case of negligence on the part of the Customer.
8. Third Party. BearCom shall not assign any of the rights under this Agreement to a third party.
9. Confidentiality. The terms of this Agreement and all information issued, disclosed, or developed about this Agreement are to be held in strict confidence between the parties hereto. BearCom, its agents and employees agree not to use, reproduced or divulge the same to third parties unless it is with the prior written consent of the Customer and to take all reasonable precautions for protection of such information from disclosure.
10. Limitation of Liability: In no event will BearCom be liable to the Customer for any special, consequential, incidental, indirect or exemplary damages, including but not limited to loss of profit or revenues, loss of use of the Equipment or any associated equipment, cost of capital, cost of

substitute goods, facilities, services or power, downtime costs or claims made against the Customer for such damages. In no event will BearCom's liability to the Customer exceed the amounts paid by the Customer under this Agreement.

BearCom will not be liable for delays in delivery or performance or for failure to deliver or perform, due to:

- I) causes beyond its reasonable control
 - II) acts of God, acts or omissions of the Customer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or
 - III) Inability due to causes beyond the reasonable control of BearCom or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date for delivery or performance will be extended for a period equal to the time lost due to the delay.
11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, agreements, options to Agreement, representation agreement
 12. Other Terms: Equipment and services are offered in accordance with BearCom's standard terms located at <https://bearcom.ca/terms-of-sale>

2. AGREEMENT ACCEPTANCE

For BearCom:

BearCom Canada Corp.

Signature: _____

(Print Name)

(Title)

(Date)

For Customer:

Elgin Fire Communications System
c/o Ray Ormerod
Fire Chief
The Municipality of Central Elgin

Signature: _____

(Print Name)

(Title)

(Date)

3. ADDENDA

ADDENDUM I: SYSTEM DESIGN

To view your system diagram please use the following link:

<https://app.d3mnetworks.com/projects/aa5b294d34b845787bd7156a70bed31389b3e2d4daffb8c62322a8c4b229f0da/topology>

ADDENDUM II: BILLABLE SERVICE RATES

10% off BearCom's Published Standard Billable Service Rate

Rates as of October 2021

Billable Service Rates

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<u>Billable Service Rates</u>		
	At Customer's location during Regular Business Hours	\$115.00/hr	
	Emergency Service Minimum 4 Hours	\$155.00/hr	
	Emergency Service Minimum 4 Hours - Sundays & Statutory Holidays	\$200.00/hr	
	At BearCom's facility during Regular Business Hours	\$115.00/hr	
Notes:		SUBTOTAL	
		HST TAX	-
		TOTAL	

ADDENDUM III: SYSTEM EQUIPMENT & COVERAGE DETAILS

JOHN WISE TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Master Repeater	160RA2242	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Master Paging Repeater	160RA2243	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2244	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2245	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2246	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC027A02A0	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE889	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE8F3	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio C	24A43CFCE8F4	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio D	24A43CFCE900	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38928	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
PORT STANLEY WATER TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Alias Repeater	160RA2247	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Alias Paging Repeater	160RA2248	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2249	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2250	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2251	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02531E06	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE903	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE90A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38927	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
STRAFFORDVILLW SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA22272	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA22273	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA22274	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA22275	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA22276	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC022B4554	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE91A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE943	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38875	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Alpha FXM-1100	F38875	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
BELMONT TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2267	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2268	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2269	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2270	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2271	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02D45C93	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE801	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9F8	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38926	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

FORD TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2277	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2278	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2279	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2280	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2281	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC020421EF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE96B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE96E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F39021	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
WALLACETOWN TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2262	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2263	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2264	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2265	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2266	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC021D115D	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE98B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9C1	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Voice	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Quantity 2 x 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Eaton 5PX EBM)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RODNEY TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA5284	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA5283	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2259	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2260	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2261	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CA04B1A722	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9DE	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9E2	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	38882	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ONEIDA TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2252	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2254	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2255	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2256	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02852CDA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9E7	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9FA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38914	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

DUTTON TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCEA19	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
5PX 1000RT	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (5PX 1000RT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
CUSTOMER SERVICE CENTRE TILLSONBURG	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 OPS1 Base Station	038TQG0739	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Base Station	038TQG0878	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CPY0018	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CQB0228	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
DISPATCH SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 Annunciator Base Radio	038TOE3230	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway OPS DTI Gateway	RAT10127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 1 DTI Gateway	RAT10134	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 2 DTI Gateway	RAT10152	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 3 DTI Gateway	RAT10155	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway Paging DTI Gateway	RAT10156	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA50	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RESERVOIR SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity Gateway Paging DTI Gateway	RAT10127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA49	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA44	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ST. THOMAS DISPATCH SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 OPS1 Base Radio	038TPL1708	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Ba+A169:F182se Radio	038TQJ0329	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace

ADDENDUM IV: ITEMS NOT COVERED BY THE SUPPORT FEE

- VHF Antennas, Outdoor Antenna Cables, Outdoor CAT5 Cables, Polyphasers, Multicoupling/Filter Equipment & Batteries
- Damage due to lightning, fire, water, acts of God, or improper site environmental conditions.
- Troubleshooting and repairs due to RF interference (VHF and/or Broadband)
- Repairs to Base Station Equipment, Mobile Equipment or Portable Equipment
- Emergency service for equipment which is not defined as System Equipment.

ADDENDUM V: CUSTOMER REPRESENTATIVES

1. Raymond Ormerod, Fire Chief/CEMC – Municipality of Central Elgin
Office: 519-631-4860 ext. 249, Cell: 519-617-0496
rormerod@centralelgin.org
2. Jeff McArthur, Fire Chief – Southwold Fire Department; West Elgin Fire Department
Office: 519-769-2010, Cell: 519-494-0060
firechief@southwold.ca



**SYSTEM SUPPORT AGREEMENT FOR
ELGIN FIRE COMMUNICATIONS SYSTEM**

Dated: December 1, 2021

Between

BearCom Canada Corp. (BearCom)

And

Elgin Fire Communications System c/o Raymond Ormerod Fire Chief
The Municipality of Central Elgin (Customer)

Purpose

This Agreement describes the system support services that BearCom will provide for the Customer's

VHF DIGITAL SIMULCAST TWO-WAY RADIO COMMUNICATIONS SYSTEM
And
VHF ANALOG SIMULCAST PAGING SYSTEM

This Agreement also establishes the terms and conditions upon which the system support services will be provided.

Contents

1. SYSTEM SUPPORT AGREEMENT	4
2. AGREEMENT ACCEPTANCE	8
3. ADDENDA	9
ADDENDUM I: SYSTEM DESIGN	9
ADDENDUM II: BILLABLE SERVICE RATES	10
ADDENDUM III: SYSTEM EQUIPMENT & COVERAGE DETAILS	11
ADDENDUM IV: ITEMS NOT COVERED BY THE SUPPORT FEE	14
ADDENDUM V: CUSTOMER REPRESENTATIVES	15

1. SYSTEM SUPPORT AGREEMENT

Part I Services

BearCom will supply all supervision, labour, service facilities, spare parts, replacement parts, test equipment and supplies necessary to maintain the System Equipment as stated in this Agreement.

1. Support Services

The monthly support fee covers the following Support Services:

For the SYSTEM EQUIPMENT (As listed in **Addendum II**)

- Proactive monitoring of alarms and system diagnostics (24/7/365).
- Proactive corrective action for alarms and system diagnostics.
- Remote support of System Equipment (24/7/365).
- Onsite servicing and repair of System Equipment (24/7/365).
- Firmware upgrades to System Equipment*
- Perform one complete PM check of system equipment per calendar year.
- Includes parts and labor as illustrated in Addendum II.

****Firmware for “bug” fixes only. Does not apply to feature-add firmware. Does not apply to portable and mobile radio equipment.***

2. Response Times

Service requests for System Equipment can be made by calling 519-663-2109. Requests will be responded to within one hour. Initial response will be to remotely access the system to aid in problem diagnosis. If an onsite response is required to resolve the issue, technical personnel will arrive onsite within two hours from the initial service request. If a defective System Equipment component cannot be repaired within one hour from the beginning of the on-site service response, it will be replaced with a spare component provided by BearCom or the customer as listed in **Addendum II**. This level of service will be maintained on a 24/7/365 basis.

Service requests for Base Station Equipment or Mobile Equipment are not covered by the monthly support fee. Such repair requests can be made by calling 519-663-2109. Technical personnel will respond onsite within 48 hours. If the defective Base Station or Mobile Equipment cannot be repaired within one hour from the beginning of the on-site service response, it can be replaced with a spare unit provided by the Customer. After the faulty equipment has been repaired it will be returned to the Customer's spare stock. This level of service will be maintained Monday – Friday from 8:30am to 5pm (excluding holidays).

Portable equipment repairs are not covered by the monthly support fee. Faulty portable units can be delivered or shipped to BearCom's London facility for repair. After the faulty equipment has been repaired it will be returned to the Customer via prepaid courier.

3. Billable Services

Billable Services include any Services other than what is listed under Support Services and as further illustrated in Addendum II & Addendum III. The rates for Billable Services will be at the Customer's contract rate which is 10% off BearCom's posted labor rates. The present billable rates are shown in Addendum IV.

If, due to the action of regulatory authorities, changes to the System Equipment becomes necessary, such changes will be performed by BearCom upon request by and at the expense of the Customer, at Billable Service rates.

System Equipment programming changes will be provided by BearCom at no cost to the Customer if the change is necessary because of an error or omission on BearCom's part during the Term. System

Equipment programming changes that are requested by the Customer for any reason other than to correct an error or omission on BearCom's part will be performed at Billable Service rates.

BearCom assumes no responsibility for radio interference or noise problems unless it is due to faulty System Equipment that is covered under this agreement. BearCom will investigate interference complaints and recommend solutions. The cost of investigating and solving interference problems will be borne by the Customer at the corresponding Billable Service rates.

4. Conditions of Service

BearCom's obligation to provide Services is contingent on proper use of the Equipment. BearCom will be under no obligation to provide Services in respect of Equipment:

- I) which has not been maintained at the manufacturers specified minimum configuration or release levels
- II) which has not been maintained in environmental conditions within the operating range specified by the manufacturer
- III) which has been modified without the manufacturer's approval, attached to equipment which has not been approved by the manufacturer, subjected to unusual physical stress, abused, or neglected, or
- IV) of which the original identification marks have been removed or altered.

Service work made necessary because of any of the foregoing causes, any cause not associated with the reasonable use of the Equipment, or any other cause not under the control of BearCom may be performed, at BearCom's discretion, at the hourly rate for Billable Service, plus the cost of parts.

BearCom will not be responsible to the Customer for loss of use of Equipment or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to Equipment by other than authorized representatives of BearCom. If, in the opinion of BearCom, any such alterations, additions, adjustments or repairs adversely affect BearCom's ability to render Services to Equipment, BearCom will have the right to terminate this Agreement upon thirty (30) days prior written notice to the Customer.

5. Warranty

BearCom warrants that all Services will be performed in an efficient manner with quality workmanship. If the Customer or its representatives notify BearCom within 30 days following the performance of any Service that the Service was not so performed, BearCom will re-perform it.

The warranty set out under Support Services is BearCom's sole warranty under this Agreement and all express or implied representations, warranties, and conditions, statutory or otherwise, including but not limited to, any implied warranty or condition of merchantability or fitness for a purpose are disclaimed.

Part II. General Terms and Conditions

1. Contract Period. The Services will be provided for an initial five-year period from the Effective Date of December 1, 2021, to November 30, 2024.
2. Support Fee. The Support Fee for this Agreement is **\$3800.00 per month plus taxes.**
3. Invoicing. BearCom will submit an invoice for the Support Fee monthly. Payments for the Support Fee as well as payments for Billable Services are due within forty-five (45) days of receipt of BearCom's invoice. Late payments will bear interest at the rate of 12% per annum. The Customer will pay, in addition to the other amounts payable under this Agreement, any applicable HST. BearCom will be entitled to increase the Support Fee on each anniversary date of this Agreement, by a percentage that is no greater than the percentage increase in the previous year's third quarter Statistics Canada Consumer Price Index (Listed as "All-Items") for Ontario to a maximum of 3 percent.
4. Health & Safety. BearCom is responsible to ensure that appropriate Health and Safety Policies and Procedures, as well as WSIB coverage, are in place for all employees, agents and contractors who have access to Customer facilities. BearCom is also responsible to ensure that appropriate qualification certificates are on file for their employees, agents, and contractors. At the Customer's request, this information shall be made available.
5. Default. If BearCom at any time during the Term or an Extended Term defaults in providing the Services required under this Agreement, or fails, or neglects to fully perform, observe and keep all covenants, terms and conditions herein contained, the Customer shall give BearCom written notice of such default and BearCom shall correct such default within fifteen (15) days after receipt thereof and if the default remain outstanding on the sixteenth (16th) day, the Customer may terminate this Agreement in full or in part forthwith, except in the event that such default reasonable requires more than fifteen (15) days to correct, in which case BearCom shall have a reasonable time to cure such default.
6. Termination. It is agreed and understood that BearCom may terminate this Agreement in full or in part at any time, for any reason whatsoever, by giving ninety (90) days prior written notice thereof to the Customer. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement. It is agreed and understood that the Customer may terminate this Agreement in full or in part at any time for any reason whatsoever by giving ninety (90) days prior written notice to BearCom. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement.
7. Insurance & Indemnity. BearCom shall, during the Term, keep in full force and effect a policy of insurance satisfactory to the Customer, naming the Customer as an additional insured, in which the limit of Commercial General Liability Insurance shall not be less than five million dollars (\$5,000,000) per occurrence. BearCom shall provide an initial Insurance certificate and produce annual Insurance certificates. BearCom shall indemnify and save harmless the Customer and its employees, elected officials, officers, contractors, subcontractors, servants and agents from and against all costs, actions, suits, expenses and liabilities directly or indirectly arising from or in any way connected with a breach by BearCom of its obligations under this Agreement or the use of Customer facilities, except in the case of negligence on the part of the Customer.
8. Third Party. BearCom shall not assign any of the rights under this Agreement to a third party.
9. Confidentiality. The terms of this Agreement and all information issued, disclosed, or developed about this Agreement are to be held in strict confidence between the parties hereto. BearCom, its agents and employees agree not to use, reproduced or divulge the same to third parties unless it is with the prior written consent of the Customer and to take all reasonable precautions for protection of such information from disclosure.
10. Limitation of Liability: In no event will BearCom be liable to the Customer for any special, consequential, incidental, indirect or exemplary damages, including but not limited to loss of profit or revenues, loss of use of the Equipment or any associated equipment, cost of capital, cost of

substitute goods, facilities, services or power, downtime costs or claims made against the Customer for such damages. In no event will BearCom's liability to the Customer exceed the amounts paid by the Customer under this Agreement.

BearCom will not be liable for delays in delivery or performance or for failure to deliver or perform, due to:

- I) causes beyond its reasonable control
 - II) acts of God, acts or omissions of the Customer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or
 - III) Inability due to causes beyond the reasonable control of BearCom or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date for delivery or performance will be extended for a period equal to the time lost due to the delay.
11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, agreements, options to Agreement, representation agreement
12. Other Terms: Equipment and services are offered in accordance with BearCom's standard terms located at <https://bearcom.ca/terms-of-sale>

2. AGREEMENT ACCEPTANCE

For BearCom:

BearCom Canada Corp.

Signature: _____

(Print Name)

(Title)

(Date)

For Customer:

Elgin Fire Communications System
c/o Ray Ormerod
Fire Chief
The Municipality of Central Elgin

Signature: _____

(Print Name)

(Title)

(Date)

3. ADDENDA

ADDENDUM I: SYSTEM DESIGN

To view your system diagram please use the following link:

<https://app.d3mnetworks.com/projects/aa5b294d34b845787bd7156a70bed31389b3e2d4daffb8c62322a8c4b229f0da/topology>

ADDENDUM II: BILLABLE SERVICE RATES

10% off BearCom's Published Standard Billable Service Rate

Rates as of October 2021

Billable Service Rates

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<u>Billable Service Rates</u>		
	At Customer's location during Regular Business Hours	\$115.00/hr	
	Emergency Service Minimum 4 Hours	\$155.00/hr	
	Emergency Service Minimum 4 Hours - Sundays & Statutory Holidays	\$200.00/hr	
	At BearCom's facility during Regular Business Hours	\$115.00/hr	
Notes:		SUBTOTAL	
		HST TAX	-
		TOTAL	

ADDENDUM III: SYSTEM EQUIPMENT & COVERAGE DETAILS

JOHN WISE TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Master Repeater	160RA2242	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Master Paging Repeater	160RA2243	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2244	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2245	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2246	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC027A02A0	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE889	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE8F3	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio C	24A43CFCE8F4	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio D	24A43CFCE900	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38928	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
PORT STANLEY WATER TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Alias Repeater	160RA2247	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Alias Paging Repeater	160RA2248	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2249	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2250	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2251	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02531E06	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE903	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE90A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38927	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
STRAFFORDVILLW SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA22272	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA22273	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA22274	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA22275	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA22276	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC022B4554	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE91A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE943	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38875	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Alpha FXM-1100	F38875	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
BELMONT TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2267	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2268	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2269	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2270	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2271	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02D45C93	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE801	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9F8	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38926	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

FORD TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2277	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2278	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2279	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2280	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2281	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC020421EF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE96B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE96E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F39021	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
WALLACETOWN TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2262	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2263	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2264	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2265	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2266	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC021D115D	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE98B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9C1	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Voice	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Quantity 2 x 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Eaton 5PX EBM)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RODNEY TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA5284	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA5283	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2259	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2260	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2261	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CA04B1A722	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9DE	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9E2	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	38882	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ONEIDA TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2252	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2254	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2255	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2256	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02852CDA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9E7	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9FA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38914	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

DUTTON TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCEA19	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
5PX 1000RT	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (5PX 1000RT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
CUSTOMER SERVICE CENTRE TILLSONBURG	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 OPS1 Base Station	038TQG0739	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Base Station	038TQG0878	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CPY0018	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CQB0228	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
DISPATCH SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 Annunciator Base Radio	038TQE3230	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway OPS DTI Gateway	RATI0127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 1 DTI Gateway	RATI0134	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 2 DTI Gateway	RATI0152	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 3 DTI Gateway	RATI0155	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway Paging DTI Gateway	RATI0156	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA50	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RESERVOIR SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity Gateway Paging DTI Gateway	RATI0127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA49	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA44	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ST. THOMAS DISPATCH SITE	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Motorola XPR4550 OPS1 Base Radio	038TPL1708	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Ba+A169:F182se Radio	038TQJ0329	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace

ADDENDUM IV: ITEMS NOT COVERED BY THE SUPPORT FEE

- VHF Antennas, Outdoor Antenna Cables, Outdoor CAT5 Cables, Polyphasers, Multicoupling/Filter Equipment & Batteries
- Damage due to lightning, fire, water, acts of God, or improper site environmental conditions.
- Troubleshooting and repairs due to RF interference (VHF and/or Broadband)
- Repairs to Base Station Equipment, Mobile Equipment or Portable Equipment
- Emergency service for equipment which is not defined as System Equipment.

ADDENDUM V: CUSTOMER REPRESENTATIVES

1. Raymond Ormerod, Fire Chief/CEMC – Municipality of Central Elgin
Office: 519-631-4860 ext. 249, Cell: 519-617-0496
rormerod@centralelgin.org
2. Jeff McArthur, Fire Chief – Southwold Fire Department; West Elgin Fire Department
Office: 519-769-2010, Cell: 519-494-0060
firechief@southwold.ca



148 Proposal

11/25/21 19:32:05 CST Page - 1
Quote Date: 11/25/21 Branch 40100
Quote Number: 502120

Customer/Prospect Number 1955317

ELGIN FIRE
450 SUNSET RD 1ST FLOOR
ST THOMAS ON -N5R 5V1

Ship To 1955320

ELGIN FIRE
450 SUNSET RD 1ST FLOOR
ST THOMAS ON -N5R 5V1

Customer Contact: ELGIN FIRE

Email: apinvoice@centralelgin.org

Phone Number:

Delivery Instr:

Quantity	Part Number	Unit Price	Extended Price	
64	10129339 ALPHATECH 1810477	720.00	46,080.00	
40	INSTALL INSTALLATION SERVICES	105.00	4,200.00	
1	LINE COMMENT 4-8 WEEK DELIVERY		0.00	
Quote valid until 12/30/21 Confidential and Proprietary		Sub Total	50,280.00	
		Shipping and Handling	TBD	
X _____		Tax	6,536.40	Tax Estimate
Customer Signature		Total	56,816.40	

Natalie Dolbear
Account Executive
Natalie.Dolbear@BearCom.com

LONDON Branch Office: 519-663-2109



Report to Council

REPORT NO.: PW-21-62
DATE: December 9, 2021
ATTACHMENT: EMPS Operations and Maintenance Agreement
SUBJECT: Aylmer Area Secondary Water Supply System- OCWA Contract Extension for the Operation and Maintenance of the Elgin Middlesex Pumping Station (EMPS)

Recommendation:

THAT Report No. PW-21-62 entitled “OCWA Contract Extension for the Operations and Maintenance of the Elgin Middlesex Pumping Station” be received;

AND THAT the Township of Malahide, on behalf of the Aylmer Area Secondary Water Supply System (AASWSS) Joint Board of Management, enter into the agreement with the Ontario Clean Water Agency’s (OCWA) for a 5-year contract extension period for the purpose of operating and maintenance of the Elgin Middlesex Pumping Station.

Background:

In May of 2021, the Aylmer Area Secondary Water Supply System Joint Board of Management authorized the Township Staff to enter into negotiations with the Ontario Clean Water Agency (OCWA) for a 5-year contract extension for the Operation and Maintenance of the Elgin Middlesex Pumping Station (EMPS).

The EMPS is located at 490 S Edgeware Rd. in the northeast corner of St. Thomas. The City of London, the St. Thomas Area Secondary Water Supply System, and the Aylmer Area Secondary Water Supply System share occupancy of the EMPS, and the Elgin Area Primary Water Supply System are the owners of the EMPS. The primary purpose of the EMPS is to store and pump treated water (received from the Elgin Water

Treatment Plant) to the three drinking water systems. The EMPS consists of independently owned pumps for each system, stand-by power generator and fuel storage system, re-chlorination, process equipment, and two reservoirs. Some of the components of the EMPS are independently owned and some are shared between partnering municipalities such as the re-chlorination system and stand-by power generator which is shared between St. Thomas and Aylmer, while other components are shared amongst all of the municipal partners.

Currently, the EMPS is operated by OCWA. The three municipalities originally signed an operations and maintenance Services Agreement contract with OCWA in 2012. The initial term of the Services Agreement was for a period of five (5) years which started in July of 2012 and was renewed again on June 30, 2017. The current agreement ends on June 30, 2022

Under the terms and conditions of the agreement, there is a provision for an extension of the existing agreement for a period of five (5) years. The Staff of the municipalities have been very satisfied with the manner in which OCWA has operated and maintained the facility. There has been a significant improvement in all aspects of the EMPS operations from the previous operating authority. OCWA has successfully implemented an effective DWQMS Operational Plan, undertaken capital projects, and through regular reporting and meetings has kept the owners apprised of the condition and operation of the facility.

Each member reviewed and provided comments as part of the negotiation process. The Staff of the Administering Municipality for the AASWSS had the Township's Solicitor provide a review of the agreement. Minor revisions were made to Schedule H of the agreement to more clearly identify pricing in the first year. This was done to address the fact that the first half of the year occurs under the current agreement and the new agreement will begin on June 30, 2022. The proposed agreement will end of December 31, 2027 to avoid this issue in future negotiations.

Comments/Analysis:

The City of St. Thomas Staff, acting on behalf of the St. Thomas Area Secondary Water Supply System Board of Management, have indicated that they will recommend granting the contract extension at their meeting in December 2021. The Staff from the City of London have also reviewed the agreement and have advised that they will be recommending granting the contract extension in January of 2022, prior to the June 30, 2022 deadline.

At their regular meeting on December 8, 2021, the AASWSS Joint Board of Management accepted the proposal and has granted the contract extension. The following resolutions were passed:

“THAT Report No. AASWSS-21-17 entitled “OCWA Contract Extension for the Operations and Maintenance of the Elgin Middlesex Pumping Station” be received;

AND THAT Aylmer Area Secondary Water Supply System (AASWSS) Joint Board of Management does hereby accept the Ontario Clean Water Agency’s (OCWA) proposal for a contract extension; and further that OCWA be awarded a 5-year contract extension to operate and maintain the Elgin Middlesex Pumping Station;

AND THAT the AASWSS Joint Board of Management does hereby authorize the Administering Municipality to enter into the attached contract/agreement on its behalf.”

As such, this report is to advise the Council of the Board’s decision to authorize the Township to enter into an agreement on the Board’s behalf.

Summary:

The current operation and maintenance agreement with the Ontario Clean Water Agency for the EMPS expires on June 30, 2022. The current contract permits a 5 year extension if mutually agreed upon.

The original contract for the operations and maintenance of the EMPS was awarded to the OCWA in 2012. The initial term was for a period of five (5) years which was renewed on June 30, 2017 for an additional five (5) years. The agreement allows for a subsequent renewal if mutually agreed upon. The Staff are satisfied with the level of services that is being provided by OCWA under the current agreement. The price proposal for the contract extension is reasonable.

The Staff for the St. Thomas Area Secondary Water Supply System Board of Management and the representative Staff for the City of London have advised that they are recommending the renewal of the agreement to their Board of Management and Council. The agreement is subject to the approval of each member and will not be finalized until each party obtains approval from their respective Boards or Council.

Financial Implications to Budget:

As with the previous agreement, the contract price is adjusted annually by the Consumer Price Index (CPI) (Canadian All Items). As shown of Schedule H of the agreement, the cost to operate the facility in 2022 from January 1 to June 30 2022 is \$108,031.76, and from June 30 2022 to December 31, 2022 is \$108,031.76. The price has been defined as per the above to clarify pricing for the first half of 2022 while the

current agreement is still active with the extension date occurring on June 30, 2022 and ending on December 31, 2027. The cost to operate the facility in 2022 is \$216,063.53 assessed to the Owner's as per the terms of the Owner's agreement.

The operational and maintenance costs at the EMPS are accounted for in the water rates and has been included in the AASWSS Joint Board's budget for 2022.

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 "Local Government" Strategic Pillar relates to "Embody Financial Efficiency throughout Decision-Making" Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future rate payers.

Submitted by:	Reviewed by:	Approved by:
Sam Gustavson Water/Wastewater Operations Manager	Adam Boylan Director of Finance / Treasurer	Adam Betteridge Chief Administrative Officer

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the _____ day of _____, 2021.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes
of Ontario.

(referred to in this Amending Agreement as “OCWA”)

A N D

**THE CORPORATION OF CITY OF LONDON, AYLMER AREA SECONDARY
WATER SUPPLY SYSTEM BOARD OF MANAGEMENT and THE ST.
THOMAS AREA SECONDARY WATER SUPPLY SYSTEM BOARD OF
MANAGEMENT**

(referred to in this Amending Agreement as the “Client”)

(Each a “Party” and together, “the Parties”)

WHEREAS the Client and OCWA entered into an agreement effective July 1, 2017 concerning the operation and maintenance of the Client’s Facility (the “Existing Agreement”) attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA agree to renew the term of the Existing Agreement for additional five years and six months which shall start on July 1, 2022 and end on December 31, 2027 with an option to renew for additional five-year periods or such other period as may be agreed upon by the Parties.

AND WHEREAS the Client and OCWA agree to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Corporation of the City of London passed By-Law No. _____ on the _____ day of _____ 20____ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the Aylmer Area Secondary Water Supply System Board of Management passed By-Law No. _____ on the _____ day of _____ 20____ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the St. Thomas Area Secondary Water Supply System Board of Management passed Motion No. _____ on the _____ day of _____ 20____ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

Amendments to the Existing Agreement:

2. **Section 2.9 Waiver of Consequential Damages** is hereby inserted in the Existing Agreement as follows:

“Section 2.9 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.”

3. **Section 2.7** of the Existing Agreement is hereby amended to insert the following:

“(f) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis.”

4. **Section 4.1** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement

This Agreement shall start on July 1, 2022 the “Effective Date” and shall continue in effect for a term of five years and six months, ending December 31, 2027 (the “Renewal Term”) and then may be renewed for additional five-year (or such other period as may be agreed upon between the Parties) renewal terms (each a “Renewal Term”) upon written agreement between the Parties, subject to Sections 4.3 and 6.2 of this Agreement.”

5. **Section 4.12** of the Existing Agreement is hereby amended to insert the following:

“(d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change”

6. Section 6.2 of the Existing Agreement is hereby deleted and replaced with the following:

“Section 6.2 – Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to the costs of cancelling or transferring agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.”

7. Section 6.5(a) of the Existing Agreement is hereby deleted and replaced with the following:

“(a) The log book(s) for the Facility, (including electronic, hard copy or other formats not captured at the signing of the Agreement).”

8. Section 7.9(a)(i) of the Existing Agreement is hereby deleted and replaced with the following:

“(i) If to the Clients:

City of London
663 Bathurst St.
London, ON N5Z 1P8

Telephone: (519) 661-2500, ext. 4938
Fax: (519) 661-2352
Email: jsimon@london.ca
Attention: Division Manager, Water Operations, City of London

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

Telephone: (519) 773-5344 ext. 231
Fax: (519) 773-5334
Email: MSweetland@malahide.ca
Attention: Director of Public Works

City of St Thomas
545 Talbot St,
St. Thomas, ON N5P 3V7

Telephone: (519) 631-1680
Email: jlawrence@stthomas.ca

Attention: Director of Environmental Services

With copy to the Regional Water Supply:

Elgin Area Primary Water Supply System
235 North Centre Road, Suite 200
London, ON M5X 4E7

Telephone: (519) 930-3505
Fax: (519) 474-0451
Email: ahenry@huronelginwater.ca
Attention: Director, Regional Water Supply

(ii) if to OCWA:
Ontario Clean Water Agency
450 Sunset Drive Suite 370
St Thomas, ON N5R 5B1

Telephone: (519) 519 871 6762
Fax: N/A
Email: cmurchland@ocwa.com
Attention: Regional Hub Business Manager”

9. Schedule A – The Facility of the Existing Agreement is hereby deleted and replaced with a new Schedule A, which is attached to this Agreement.

10. Schedule B – Definitions of the Existing Agreement is hereby amended to remove the following definition of ““MOECC” means the (Ontario) Ministry of the Environment and Climate Change” and replaced with following:

“MECP” means the Ministry of the Environment, Conservation and Parks”

All references in the Existing Agreement where MOECC is used should be replaced with MECP. An amended Schedule B is attached to this Agreement.

Additional wording has been included to reflect the CPI adjustment will be based on Ontario rates.

11. Schedule C – The Services of the Existing Agreement is hereby deleted and replaced with a new Schedule C, which is attached to this Agreement.

12. Schedule D – The Annual Price and Other Charges of the Existing Agreement is hereby deleted and replaced with a new Schedule D, which is attached to this Agreement.

13. Schedule E – Insurance of the Existing Agreement is hereby deleted and replaced with a new Schedule E, which is attached to this Agreement.

14. Schedule H – Pricing to the Existing Agreement is hereby deleted and replaced with a new Schedule H, which is attached to this Agreement.

Renewal of the Existing Agreement:

15. The Parties have agreed to renew the Existing Agreement for an additional term (the “Renewal Term”) of five (5) years and six (6) months pursuant to Section 4.1 of the Existing Agreement (as amended from time to time). The Renewal Term shall commence on July 1, 2022 and end on December 31, 2027.

16. Pursuant to Section 4.3 of the Existing Agreement, the Client shall pay OCWA a price for the Services for each Year of the Renewal Term in the following amounts (the “Annual Price”):

- i. For the period from **January 1, 2022** through to **December 31, 2022** (Year One) inclusive: \$216,063.53 (being the annual rate for 2021) + CPI (Ontario) as defined September of 2021. The Annual Price for each following Year of the Renewal Term shall be calculated by adding CPI (Ontario) as defined in September of the previous year to the current annual rate (Example: 2023 Annual Price will be calculated as 2022 rate + CPI (Ontario) as defined in September 2022). The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

17. All other terms and conditions in the Existing Agreement shall continue to apply, *mutatis mutandis*. The Parties hereby covenant and agree that each of them shall perform and observe the terms, covenants and provisos contained in the Existing Agreement as fully as if such terms, covenants and provisos had been repeated in this Amending Agreement in full, with such modifications only as are necessary to make them applicable to and consistent with this Amending Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

 Date of Signing

 By:

(Authorized Signing Officer)

 Date of Signing

 By:

(Authorized Signing Officer)

THE CORPORATION OF THE CITY OF LONDON

 Date of Signing

 By:

(Authorized Signing Officer)

 Date of Signing

 By:

(Authorized Signing Officer)

**AYLMER AREA SECONDARY WATER SUPPLY
SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

**ST. THOMAS AREA SECONDARY WATER
SUPPLY SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

SCHEDULE A - The Facility

OVERVIEW

This Schedule contains a description of the following:

- ☐ Description of existing system
- ☐ Description of future capital works
- ☐ Description of scope of work

DESCRIPTION OF EXISTING SYSTEM

Overview

The Elgin Middlesex Pumping Station is located at 490 South Edgeware Road, northeast of the City of St. Thomas in the Municipality of Central Elgin.

The Elgin Middlesex Pumping Station (EMPS) property and buildings are owned by the Elgin Area Primary Water Supply System Joint Board of Management.

Within the Elgin Middlesex Pumping Station is process equipment owned by the following:

1. City of London
2. Aylmer Area Secondary Water Supply System Joint Board of Management, administered by the Municipality of Malahide
3. St. Thomas Area Secondary Water Supply System Joint Board of Management, administered by the City of St. Thomas

Delineation of the system ownership between the Elgin Area Primary Water Supply System and the other systems is included in the CD/DVD of supporting information that has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*, under the folder E3 -Drawings – EMPS.

At present, the Supervisory Control and Data Acquisition (SCADA) system is monitored at the Elgin Area Water Treatment Plant (WTP).

City of London Water System

The City of London portion of the EMPS comprises the following:

- Piping and valves specific to the London pump trains up to the chamber immediately to the North of the surge building excluding the flow meter which is owned by EAPWSS
- three centrifugal pumps, all at constant speed known as Pump 4, Pump 5 and Pump 6
- one hydropneumatic surge tank with two air compressors and a surge relief piping system configured on the discharge and suction pump header

- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

Aylmer Area Secondary Water Supply System

The Aylmer Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the Aylmer pump trains up to and excluding the flow meter located on the discharge header
- two variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with St. Thomas Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with St. Thomas Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

St. Thomas Area Secondary Water Supply System

The St. Thomas Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the St. Thomas pump trains up to and excluding the flow meter
- three variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with Aylmer Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with Aylmer Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, SCADA/PLC controls

Additional Information

A CD/DVD containing supporting information has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*.

DESCRIPTION OF FUTURE CAPITAL WORKS

London - Future consideration for replacement of the 2 air compressors related to the surge control system

St. Thomas - Future consideration to the control and operation of the St. Thomas pumps pending the final design related to the St. Thomas (Ford) water tower.”

“SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, H, I and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licenses, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.

“Authorized Representative(s)” is defined in Section 2.5 of this Agreement.

“Best Practices” means best Operations and Maintenance and management practices as established in accordance with applicable Canadian water utility or industry standards that a prudent and reasonable operator of the Facilities would follow in similar circumstances, having regard to the objectives and terms of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Capital Projects” is defined in Paragraph 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “I” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI (Ontario) of September of the current Year. For example, the CPI Adjustment for Year 2021, is the CPI (Ontario) of September 2020.

“Current Term” is defined in Section 4.3 of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facility” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a claim, or notice of claim, the Party shall immediately forward such claim or notice of claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Party shall provide all documentation relating to the claim, or notice of claim;
- (c) the Party shall take such steps necessary to protect its right to defend such claim, or notice of claim, and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any claim, or notice of claim, without the prior written consent of the Party; and
- (e) the Party shall have the right to take-over the defence of any claim, or notice of claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“Municipal Drinking Water Licensing Program” means the MECP’s program which requires owners of municipal drinking water systems to obtain a “municipal drinking water license” (as defined under the SDWA) in accordance with Part V of the SDWA and as part of such process will require owners to: prepare an operational plan and submit the operational plan to the MECP; retain an accredited operating authority; obtain a “drinking water works permit” (as defined in the SDWA); prepare and submit a financial plan in accordance with Part V of the SDWA; and obtain a permit to take water.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Overall Responsible Operator” or **“ORO”** means the person who will act as the overall responsible operator pursuant to Section 23 of O.Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) in respect of the Facility.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDC” or **“Process Data Collection”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Schedule F of this Agreement.

“Regional Water Supply” is defined as the administering body for the payment of services and utilities for the Facility. The Regional Water Supply is the Elgin Area Primary Water Supply c/o the Regional Water Supply Division of the City of London, acting in its capacity as Administrator for the Elgin Area Primary Water Supply System in accordance with Transfer

Order Elgin Area W1/1998 (dated November 29, 2000) issued by the Ontario Minister of the Environment. The Client may, at its discretion and acting reasonably, change the entity which acts as the administering body as identified in this Agreement, subject to the Terms and Conditions of this Agreement, including but not limited to Section 7.10 (Notices).

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule “D”.

“Services” is defined in Schedule C of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means natural gas, electricity, chemicals and diesel costs due to the operation and maintenance of the Facility paid by the Client.

“WMS” or “Work Management System” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the 365 day period from January 1 to December 31 of the following calendar year.”

“SCHEDULE C - The Services

A. General

OCWA will use trained, certified operators and professional staff to manage, operate and maintain the systems presented in this Services Agreement to:

- Manage, operate and maintain the systems described in this Schedule
- Comply with all Applicable Laws
- Provide insurance coverage as defined in Schedule E
- Have in place adequate contingency and emergency plans acceptable to the Client and employ a workplace safety program that meets or exceeds provincial standards
- Meet the potable water performance criteria
- Conduct onsite sampling and operational testing as necessary, and sampling and laboratory testing with an accredited laboratory in Ontario
- Maintain a preventive maintenance program for the facilities, which shall include at a minimum:
 - Pump station (internal) valves, and yard/watermain valves exercised at least annually
 - Maintenance and calibration of instrumentation and analyzers
 - Maintenance of backflow prevention and meters
 - Periodic inspection of pumps and associated equipment
- Deliver detailed monthly reports to the Client that demonstrate compliance and support all future planning, including operational activities, maintenance activities, and regulatory compliance, and management system conformance. The frequency of reporting is further described in Schedule G.
- Manage all human resource functions such as payroll, recruitment, termination and employee relations
- Ship and receive (and purchase where applicable) all materials, consumables and supplies related to the operation and maintenance of the Facilities
- Obtain and pay for all software excluding the systems' PLC and HMI (SCADA) software, WaterTrax (laboratory information management system as provided by Regional Water Supply; CMMS license for use by OCWA is OCWA's responsibility)
- Provide 24-hour 7-day per week monitoring of the pumping systems and facilities, and responding to alarms, emergency response, etc. as necessary (based on twenty-four (24) call-outs per full Year)
 - Total number of call outs (24) for the three (3) combined EMPS systems
 - The above noted 24 callouts is an annual total, if callouts are required beyond the total 24 included these will be invoiced to the respective system following process of optional services
- Pay for all maintenance inclusive of pipes and, sandblasting/recoating of equipment, etc., up to and including \$1,000 per single item. Items in excess of \$1,000 will be invoiced to the Client in addition to the Service Fee

Specific components related to the Scope of Services are listed below.

B. Staffing, Training and Certification

OCWA will ensure that the Facility is visited by a licensed operator at least once per weekday (Monday to Friday) (excluding Statutory Holidays) for operational checks, includes sampling and testing, equipment operational checks, instrumentation checks, and logbook entries.

OCWA shall respond as necessary to alarms and emergencies.

OCWA shall have discretion to staff the Facility as required to fulfill deliver the Services in accordance with this Agreement and comply with the requirements in the *Safe Drinking Water Act*.

All training and fees required to maintain operator's certification in accordance with Applicable Laws shall be OCWA's responsibility.

C. Effective Management and Service Levels

OCWA will perform the Services in compliance with all Applicable Laws in effect at the time of the relevant submission, and as amended from time to time.

D. Control and Accountability

OCWA provide complete and comprehensive financial, operational and maintenance details for all activities related to the Facility's functions.

OWCA will deliver frequent formal and informal reporting to the Client, including but not limited to regular contact regarding day-to-day issues, periodic meetings, and timely delivery of all relevant documentation relating to the management, operation and maintenance of the facilities.

E. Compliance Responsibility

OCWA will ensure complete and timely compliance with all Applicable Laws.

Compliance activities or Capital Improvements that result from changes in the law or from regulatory intervention will be pre-approved by the Client.

F. Capital Improvements

OCWA will record information on the frequency and causes of equipment breakdown and repair prices to determine replacement needs.

OCWA will identify elements of the Facility that require upgrading or improvement and bring these to the attention of the Client with due regard for planning and budgeting requirements. The funding of Capital improvements will be the responsibility of the Client. The Client will have

final approval for any Capital Improvement proposed by OCWA. OCWA shall not rely in any way on the Client's annual capital budgets and acknowledges that the identification of a capital improvement in the Client's capital budgets in no way ensures that the capital improvement will be carried out by the Client.

OCWA shall provide support resources for capital projects, detailed report reviews, data compilation, and research of historic information all in support of capital improvements managed by the Secondary Boards or other requested special work.

- A 16 hour total limit on management, team leads and operations/maintenance staff resources for each project under the direction and control of the Secondary Boards.
- OCWA will in consultation with the Client at the initiation phase of each project define the support requested and estimate the number of resource hours forecasted, additional hours will be tracked and invoiced following the Optional Services

G. Asset Protection

OCWA will be the steward of the Facility on behalf of the Client. OCWA will maintain the Facility based on industry standards for similar facilities, normal wear and tear excluded.

OCWA will maintain and utilize the Client's computerized maintenance management system (CMMS; currently incorporated into the CMMS of the Elgin Area Primary Water Supply System) to control and record all maintenance activities, including but not limited to routine, preventative and breakdown maintenance activities.

OCWA will provide the Client with immediate and complete access to all available information relating to the Facility as well as regular reporting.

H. Operational and Maintenance Duties

OCWA will perform regularly scheduled inspections and carry out associated operational and maintenance duties at the Facility, including all related equipment, to ensure that the Facility is operated and maintained effectively. OCWA will perform inspection and maintenance duties in accordance with the Operations Manuals for the Facility, as well as the Operation and Maintenance (O&M) manuals developed and provided by the suppliers of the specific equipment.

I. Services Innovation and Improvement

OCWA will propose innovative strategies to the Client to enhance performance and reduce the overall cost of the Facility's operations without adversely impacting health and safety, or acceptable operating standards.

OCWA will operate and maintain the Facility cooperatively with the Client, including but not limited to the dosage of chlorine for secondary disinfection, and pumping schedules.

The Client will consider cost savings-sharing formula for dealing with savings that result from innovations proposed and implemented by OCWA.

J. Risk Management

OCWA will implement risk identification strategies and create, maintain and implement contingency, emergency, and health and safety plans to manage risk for the Client's facilities within OCWA's control under this Agreement.

OCWA will respond to emergency situations within thirty (30) minutes and appropriate staffing will be available within a reasonable amount of time based on the criticality of the emergency/alarm event.

K. Site Visits

OCWA will facilitate site visits at the Facility on a periodic basis. Visitors to the Facility will include the Client's staff, MECP staff, maintenance services staff as well as the Health Units' staff.

L. Potable Water Performance Criteria

At all times, OCWA will deliver the Services in accordance with the requirements of the *Safe Drinking Water Act*, the Drinking Water Systems Regulation (O. Reg. 170/03) and the Ontario Drinking Water Quality Standards (O. Reg. 169/03), except for Uncontrollable Circumstances.

M. Sampling and Testing Requirements

OWCA will perform sampling and testing at the Facility in accordance with the *Safe Water Drinking Act*, the Drinking Water Systems Regulation (O. Reg. 170/03), Municipal Drinking Water Licenses (or Certificates of Approval) and Applicable Laws.

Sampling and testing shall occur for the following three sub-systems separately:

1. City of London
2. Aylmer Area Secondary Water Supply System
3. St. Thomas Area Secondary Water Supply System

N. Addressing Potential Performance Concerns

OCWA is committed to maintaining excellent client service and transparent communications regarding the performance of its staff working at the Facility. If the Client has concerns about the work performance of OCWA's staff, these concerns can be forwarded in writing to OCWA's General Manager for the Facility. The Client's concerns about the work performance of OCWA's staff will be thoroughly reviewed with the assistance of OCWA's Human Resources Department, and dealt with on a case-by-case basis. OCWA will apprise the Client of the actions

taken to improve performance. In addressing issues of staff work performance, OCWA will attempt to have a resolution that is satisfactory to both Parties.”

SCHEDULE D – The Annual Price And Other Charges.

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For the period from **January 1, 2022** through to **December 31, 2022** inclusive: **\$206,957.41 plus CPI at 4.4% CPI (Ontario) = \$216,063.53**. Any **following Year(s) will be set by adding CPI (Ontario) as defined in September to the current annual rate (Example 2023 will be calculated 2022 rate + CPI (Ontario) as defined in September** The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price (\$216,063.53) shall be **\$18,005.29**. The first payment shall be due and payable on January 1, 2022.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday (0730 to 1600) shall be billed at \$100.00/hour/person for an operations manager; \$90.00/hour/person for a team lead; \$70.00/hour/person for operations and maintenance staff, plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates for after hours and on weekends shall be billed at \$127.50/hour/person for an operations manager and team lead; \$97.50/hour/person for operations and maintenance staff with a minimum four (4) hour charge; plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle.
- (c) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

“Service Fee” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% of the first \$10,000; plus
- (b) 10% on the amount from \$10,000 to \$50,000; plus
- (c) 5% on the amount in excess of \$50,000.

For example, the Service associated with a capital project which required \$56,000 in supplies and materials would be \$5,800 ($15\% \times \$10,000 + 10\% \times \$40,000 + 5\% \times \$6,000$)."

“SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.”

“SCHEDULE H – Pricing

EMPS Price Proposal – Renewal Term						
Item	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027
Total Fixed Price, excluding taxes	\$206,957.41 full year + 4.4% 2021 CPI (Ontario) Total Year \$216,063.53 Jan 1 to Jun 30 2022 \$108,031.76 July 1 to Dec 31 2022 \$108,031.76	\$216,063. 53 +CPI (Ontario)	2023 +CPI (Ontario)	2024 +CPI (Ontario)	2025 +CPI (Ontario)	2026 +CPI (Ontario)

The CPI Adjustment (Ontario), which will be calculated in accordance with the above.

The Parties agree that the Annual Fee includes:

Salaries and Benefits – salaries, on call, ORO

Transportation and Communication – data communication, mobile phone, training

Services – vehicles, lab equipment, repairs and maintenance, lab analysis, insurances as defined in Schedule E

Supplies and Equipment – lubricants, calibration, vehicle fuel, safety, laboratory, hardware supplies

Costs Included in the Annual Price:

- Annual DWQMS maintenance costs
- On call costs
- Lab costs
- Data communication and mobile phone costs
- Lifting device annual inspections
- 20 hours per week for operator
- Operator hours are Monday to Friday excluding weekends and holidays
- Shared ORO from EAPWSS

Costs Excluded from the Annual Price:

- Initial and final condition surveys
- All capital costs and or repairs in excess of \$1,000.00 pre tax

- All natural gas, diesel fuel and utilities costs
- Writing the DWQMS operational plans
- External DWQMS audit
- Chlorine gas

The Parties confirm that OCWA will continue to invoice for chlorine gas to be allocated 50% to the St Thomas Secondary Water Supply System and 50% to the Aylmer Area Secondary Water Supply System. OCWA will not require pre-approval for chlorine gas cost invoicing.”



Report to Council

REPORT NO.: PW-21-63
DATE: December 10, 2021
ATTACHMENT: Joint Occupancy and Use Agreement: Elgin-Middlesex Pumping Station
SUBJECT: Elgin-Middlesex Pumping Station: Joint Occupancy and Use Agreement

Recommendation:

THAT Report No. PW-21-63 entitled “Elgin-Middlesex Pumping Station: Joint Occupancy and Use Agreement” be received;

AND THAT the of the Mayor and Clerk of the Township of Malahide, on behalf of the Joint Board of Management for the Aylmer Area Secondary Watery Supply System (AASWSS), enter into the EMPS Joint Occupancy and Use Agreement; being an agreement with The Corporation of the City of London, the St. Thomas Secondary Water Supply System, the Aylmer Area Secondary Water Supply System, and the Elgin Area Primary Water Supply System for use of the Elgin-Middlesex Pumping Station.

Background:

At their regular meeting on December 8, 2021, the AASWSS Joint Board of Management authorized the Township of Malahide to enter into the EMPS Joint Occupancy and Use Agreement on their behalf.

As the Council is aware, the Township acts as the Administering Municipality on behalf of Joint Board for the Aylmer Area Secondary Water Supply System. The Board requires the Township to enter into agreements on its behalf. The information provided in the report below was provided to the Joint Board for the AASWSS.

The ownership status of the Elgin-Middlesex Pump Station (EMPS) has for some time been unclear. Since 2016, the Staff of the administering municipality for the AASWSS have been meeting with representatives of the Elgin Area Primary Water Supply System (EAPWSS) to negotiate the ownership of the Building. In 2016, the Joint Board of Management obtained a legal opinion from Strong, MacDougall, Oudekerk to assist with negotiations. In 2019, the said legal opinion was presented in Report No. AASWSS-19-05 identifying several significant deficiencies with the proposed ownership agreement which could not be resolved to the Staff's satisfaction. In early 2020, the Staff of the Administering Municipality reviewed the updated agreement which changed from an 'Ownership' arrangement to a 'Joint Use Occupancy' arrangement as per the Board's request.

A full review of the Joint Use Occupancy Agreement (Rev. 10) was undertaken and presented to the Board in September, 2020, in Report No. AASWSS-20-07 outlining the commissioned Asset Management Plan, lifecycle modeling, conditional valuation which identified an estimated replacement cost of all assets covered within the EMPS building of \$9.35 million.

The fee proposed in the final Joint Occupancy and Use Agreement to be charged by the Regional Water Supply for occupancy is based on the above analysis which identified a total investment of \$7,158,982 required within the 30-year timeline horizon. Based on the AASWSS gross floor area occupied at the EMPS, the proposed occupancy rate for the first 5-year period is \$122.46/m² of occupied space (378.9m²), resulting in an annual fee of \$46,400.10 for the next 5 years, at which time the asset management plan is to be updated, and new fee schedule established.

Comments/Analysis:

In March of 2021, staff received direction to obtain legal opinion with respect to the potential expansion of the water system and the AASWSS Board of Management authority to do so, with respect to entering into the Joint Occupancy and Use Agreement at the Elgin-Middlesex Pumping Station (EMPS) together with the City of London, St. Thomas Secondary Water Supply System (STSWSS), and the Elgin Area Primary Water Supply System (EAPWSS). A letter of opinion was sought to best inform the Administering Municipality Staff subsequent to the deferral of the recommendation to sign the Final EMPS Joint Occupancy and Use Agreement, pending the outstanding reconciliation of past asset allocation determinations within the agreement, namely the ownership of a large suction header pipe within the building envelope at EMPS.

In September of 2021, the Board directed staff to formally notify the Elgin Area Primary Water Supply System, the City of London, and the St. Thomas Secondary Water Supply System of the Aylmer Secondary Water Supply Systems Board of Management's intention to not join the Joint Use and Occupancy Agreement given the lacking authority to do so by the Transfer Order under the proposed asset ownership arrangement. By taking this position the Board waived any claim of ownership on the 42" Suction Header located within the EMPS and requested that the Fee for Occupancy be recalculated with the EAPWSS noted as an additional Occupant of the building.

In response to the Board's position, Staff of the EAPWSS indicated that they were willing to consider owning the common suction header within the EMPS building up to and including the first isolation valve.

The Staff of the Administering Municipality for the AASWSS, The City of London and the STSWSS mutually agreed that they would accept the final revisions. Through correspondence the Staff from the STSWSS have advised that they will be bringing the Joint Occupancy and Use Agreement to their upcoming meeting for approval. The City of London has advised that they obtained approval to enter into the agreement at their meeting held on December 7, 2021.

The Board of Management for the EAPWSS approved the Board Chair and CAO to execute the agreement upon corresponding approval by the other parties of the Agreement.

Given the provisions of the significant undertaking in creation of the Asset Management Plan, Conditional Valuations, Lifecycle Modeling, detailed breakdown of occupied space, partnered with inheriting an aged asset which is significantly relied upon and without any reserve in place, the Staff agree with the proposed arrangement and fee structure and recommend that the Board enter into the attached Joint Occupancy and Use Agreement as presented.

At their regular meeting on December 8, 2021, the AASWSS Joint Board of Management accepted the proposal and has authorized the Township to enter into the EMPS Joint Occupancy and Use agreement on its behalf. The following resolutions were passed:

"THAT Report No. AASWSS-21-16 entitled "Elgin Middlesex Pumping Station: Joint Occupancy and Use Agreement" be received;

AND THAT the Aylmer Area Secondary Water Supply System (AASWSS) Joint Board of Management does hereby accept the proposed Joint Occupancy and Use Agreement for the Elgin-Middlesex Pumping Station

AND THAT the Mayor and Clerk of the Township of Malahide, acting as the Administering Municipality of the Aylmer Area Secondary Watery Supply System, be authorized to the sign the EMPS Joint Occupancy and Use Agreement; being an agreement with The Corporation of the City of London, the St. Thomas Secondary Water Supply System, the Aylmer Area Secondary Water Supply System, and the Elgin Area Primary Water Supply System for use of the Elgin Middlesex Pumping Station."

As such, this report is to advise the Council of the Board's decision to authorize the Township to enter into the EMPS Joint Occupancy and Use Agreement on the Board's behalf.

Summary:

The final Joint Occupancy and Use Agreement includes all prior revisions requested by the various boards, and in the Staff's opinion, has presented a fee representing a fair valuation of building use, for an asset handed down by the Province without reserve, and is an essential piece of infrastructure required to supply potable water to the Aylmer Area Secondary Water Supply System. The Municipal Staff are satisfied with the terms of the agreement which adequately make provision for the long-term use of the EMPS, and recommend entering the agreement together with the City of London, the St. Thomas Secondary Water Supply System, and the EAPWSS.

Upon acceptance and implementation of the agreement, all future recommended capital replacement/upgrades, and maintenance recommended annually by OCWA will obey the terms of said agreement with the appropriate party undertaking the works as necessary.

Financial Implications to Budget:

The annual occupancy rate is calculated based on the projected 31-year average investment required per m² based on the 1885.8m² total EMPS occupancy. The annual occupancy rate for all parties in the agreement is \$122.46 per m².

The allocation of costs and expenditures as shown in Schedule C of the agreement defines the beneficiary by area as follows:

London	1213.9m ²	(50.5%)
St. Thomas Secondary	479.8m ²	(25.4%)
AASWSS	378.9m ²	(20.0%)
EAPWSS	74.5m ²	(4.0%)

The occupied space of 378.9 m² of floor area at the EMPS represents common hallways, loading bays, lobbies, chlorine room, backup generator room, control room, electrical room(s), mechanical room(s), and pump rooms(s).

Therefore, the occupancy rate cost to be charged to the AASWSS in 2022 is 378.9m² x \$122.46 = \$46,400.10. The annual occupancy rate to be charged to the AASWSS will be \$46,400.10 annually for the next five (5) years being 2021 through 2025 inclusive.

As noted in Section 3.9 of the attached agreement, starting in 2020 and every five years thereafter, Elgin will update the Asset Management Plan which will form the basis of establishing the long-term financial requirements for the EMPS building and building related assets.

The annual rate set by Elgin shall be sufficient to ensure the long-term financial requirements necessary are available in the dedicated Reserve Fund for the EMPS. The agreement begins on January 1, 2022 and continues indefinitely. The \$46,400.10 has been included in the Draft 2022 Budget, and will need to be included in perpetuity, updated on a five-year basis.

Any accumulated funds unspent on required maintenance work are to be withheld in a dedicated reserve fund, and used solely for the maintenance, repair, and renewal of the EMPS building and building related assets. In any given year, if a deficit is observed, it is proposed that the EMPS fund would borrow from either the Asset Replacement Reserve or Capital Reserve, with interest.

The operational and maintenance costs at the EMPS are accounted for in the water rates and has been included in the AASWSS Joint Board's budget for 2022.

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 "Local Government" Strategic Pillar relates to "Embody Financial Efficiency throughout Decision-Making" Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future rate payers.

Submitted by:	Reviewed by:	Approved by:
Sam Gustavson Water/Wastewater Operations Manager	Adam Boylan Director of Finance / Treasurer	Adam Betteridge Chief Administrative Officer

THIS AGREEMENT made in quadruplicate the ____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(herein after referred to as "**London**")

AND

THE ST. THOMAS AREA SECONDARY WATER SUPPLY SYSTEM
(herein after referred to as "**St. Thomas**")

AND

THE AYLMER AREA SECONDARY WATER SUPPLY SYSTEM
(herein after referred to as "**Aylmer**")

AND

THE ELGIN AREA PRIMARY WATER SUPPLY SYSTEM
(herein after referred to as "**Elgin**")

(herein after collectively referred to as the "**Parties**")

WHEREAS Elgin owns the property municipally known as 490 South Edgeware Road in the Municipality of Central Elgin (the "**Property**") at which Elgin owns, operates and maintains a terminal reservoir and associated appurtenances of Elgin.

AND WHEREAS Elgin owns and maintains a building on the Property known as the Elgin-Middlesex Pumping Station (the "**EMPS**") that is jointly occupied by London, Aylmer and St. Thomas.

AND WHEREAS London, Aylmer, and St. Thomas jointly occupy the **EMPS** for their operation of pumping stations and associated equipment and appurtenances.

AND WHEREAS Elgin, London, Aylmer, and St. Thomas wish to enter into an Agreement related to the joint occupancy of London, Aylmer, and St. Thomas of the EMPS.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

Article 1. INTERPRETATION

Section 1.1 Purpose and Affect

Elgin, London, St. Thomas and Aylmer agree that the scope of this agreement is limited to the occupancy and use of the Property, the Facility and the EMPS, and excludes the provision of operating services by a contracted operating authority, or the operation of water works by any of the Parties.

Section 1.2 Definitions

- “Annual Rate” means the cost per square metre of occupancy charged to each of London, Aylmer, and St. Thomas for their respective occupancy of the Elgin-Middlesex Pumping Station.
- “Aylmer” means the Aylmer Area Secondary Water Supply System, supplying water to the Township of Malahide, The Municipality of Central Elgin, and the Town of Aylmer
- “Business Day” means a day other than any holiday as defined in the Interpretation Act (Ontario) and Boxing Day.
- “CMMS” means the Computerized Maintenance Management System owned and utilized by Elgin, and having given authorization for the use of the CMMS for the purposes of tracking work and activities undertaken for the benefit of the EMPS at no cost or liability to Elgin.
- “Elgin” means the Elgin Area Primary Water Supply System
- “EMPS” means the building which contain the pumps and associated equipment of London, Aylmer, and St. Thomas. For clarity, this includes the original pumping station building constructed in about 1967 and the building addition constructed in 1996 and the associated building services, but excludes the Surge Control Building owned by London and the Storage Building jointly owned by Aylmer and St. Thomas.
- “Facility” means the EMPS building, the Surge Control Building owned by London, the Storage Building jointly owned by Aylmer and St. Thomas, the meter chamber owned by St. Thomas, and any building-related services including the sanitary septic system, the HVAC system, and the electrical system.
- “London” means the Corporation of the City of London
- “Property” means the property owned by Elgin located in the Municipality of Central Elgin, municipally known as 490 South Edgeware Road.
- “RWS” means the Regional Water Supply Division of the City of London, seconded to report to and administer Elgin on behalf of the Board of Management for the Elgin Area Primary Water Supply System.

- “SCADA” means the Supervisory Control and Data Acquisition System. Elgin has authorized the routing of control code from the Aylmer SCADA at the EMPS, the London SCADA at EMPS, and St. Thomas SCADA at EMPS for the purposes and benefit of remote operation of the EMPS from Elgin’s water treatment plant at no cost or liability to Elgin.
- “St. Thomas” means the St. Thomas Secondary Water Supply System, supplying water to the city of St. Thomas, the Municipality of Central Elgin, the Township of Southwold, and the Municipality of Dutton Dunwich.
- “Uncontrollable Circumstance” means any event or condition which materially alters the rights and obligations of the Parties under this Agreement, or the management, operation or maintenance of the Facility, or the EMPS, which is beyond the reasonable control of or could not reasonably be anticipated by the Party relying thereon as justification for a delay in or non-performance of any obligation of such Party pursuant to this Agreement and shall include but not be limited to:
- i. an act of God, landslide, lightning, earthquake, hurricane, flood, tornado or other natural disaster, fire, explosion, acts of public enemy, terrorism, war, blockade, sabotage, insurrection, riot or public disturbance;
 - ii. an order of any court, administrative or governmental agency of competent jurisdiction which has not been made as a result directly or indirectly of the actions or inaction of Elgin, London, St. Thomas, and/or Aylmer. This specific provision shall be construed strictly against the Party seeking to so rely to excuse non-performance or delay;
 - iii. a Change of Laws. This specific provision be construed strictly against the Party seeking to so rely to excuse non-performance or delay;
 - iv. loss or inability to obtain service from a utility;
 - v. provided, however, that a failure by a Party to perform its obligations under this Agreement arising from or related to such Party's insufficient cash flow or its economic or financial condition generally, shall not constitute an Uncontrollable Circumstance

Section 1.3 Term, Amendment and Termination

The Parties agree that this agreement has an effective date of January 1, 2022 and, subject to amendment or termination in accordance with this Section, this Agreement shall continue indefinitely.

This Agreement may be amended from time to time by mutual agreement of the Parties. No amendments to this Agreement shall be effective unless in writing and signed by all Parties to this Agreement.

Any Party shall have the right to terminate this Agreement. The terminating Party shall provide twelve (12) months written Notice of Termination to the Parties pursuant to [Section 9.9](#) of this Agreement.

Section 1.4 Identification of Sole Ownership – Elgin

The Parties acknowledge that Elgin is the sole owner of the Property, the two cells of the reservoir on the Property, the valve house on the Property, the swab-catch and settling pond on the Property, the overflow and drain from the reservoir, the site drainage and runoff, the associated piping and appurtenances associated with the transmission pipeline to the Property, and the EMPS and associated building-related services on the Property but excluding the pumps and related equipment owned and operated by London, Aylmer, and St. Thomas.

In addition, the Parties acknowledge that Elgin owns:

- the water meter on the discharge piping after the pumps at the Facility that is associated with St. Thomas;
- the water meter on the discharge piping after the pumps at the Facility that is associated with Aylmer;
- the water meter on the discharge piping after the surge tanks in the Surge Control Building that is associated with London;
- the discharge piping from the reservoir outlet and the suction header up to and including the first isolation valve on the suction header within the EMPS;
- The driveway, perimeter fence, and landscaping of the Property;
- The 25m (approximate) communications tower;
- The electrical substation supplying power to the Facility;
- The EMPS building-related services including septic system, HVAC, overhead crane, and exterior lighting

The Parties further acknowledge that Elgin does not own, in whole or in part, and has no obligations, except where specifically identified within this Agreement, with respect to assets identified as solely or jointly owned by London, St. Thomas or Aylmer, including but not limited to the Surge Control Building and related assets owned by London, and the Storage Building jointly owned by Aylmer and St. Thomas that was previously used for the storage of diesel fuel for the backup generator.

For greater clarity, the assets on the Property which are owned by Elgin are identified in [Schedule A](#) of this Agreement.

Section 1.5 Identification of Sole Ownership – London

The Parties acknowledge that London is the sole owner of the pumps generally referred to as #4, #5, and #6, including their associated electrical systems, controls and appurtenances, the transmission pipeline from the discharge header of London's pumps in the EMPS to London's water distribution system, and the Surge Control Building including all equipment within the building, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by London are identified in [Schedule A](#) of this Agreement, and the assets within the Facility which are owned by London are identified in [Schedule B](#) of this Agreement.

Section 1.6 Identification of Sole Ownership – St. Thomas

The Parties acknowledge that St. Thomas is the sole owner of the pumps generally referred to as #1, #2, and #3, including their associated electrical systems, controls and appurtenances, and the transmission pipeline from the discharge header of St. Thomas' pumps in the EMPS to St. Thomas's water transmission system, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by St. Thomas are identified in [Schedule A](#) of this Agreement, and the assets within the EMPS which are owned by St. Thomas are identified in [Schedule B](#) of this Agreement.

Section 1.7 Identification of Sole Ownership – Aylmer

The Parties acknowledge that Aylmer is the sole owner of the pumps generally referred to as #7, and #8, including their associated controls and appurtenances, and the transmission pipeline from the EMPS to Aylmer's water transmission system, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by Aylmer are identified in [Schedule A](#) of this Agreement, and the assets within the EMPS which are owned by Aylmer are identified in [Schedule B](#) of this Agreement.

Section 1.8 Identification of Joint Ownership

1. *Rechlorination System*

The Parties acknowledge that Aylmer and St. Thomas jointly own a rechlorination system within the EMPS, including associated electrical systems, controls and appurtenances, which benefit Aylmer and St. Thomas.

2. *Backup Generator*

The Parties acknowledge that Aylmer and St. Thomas jointly own a backup generator within the EMPS, including associated electrical systems, controls, fuel storage tank, and appurtenances, which benefit Aylmer and St. Thomas.

3. *Diesel Fuel Storage Tank*

The Parties acknowledge that Aylmer and St. Thomas jointly own an above-ground diesel fuel storage tank located outside the EMPS for the Backup Generator, which benefit Aylmer and St. Thomas.

4. *Storage Building*

The Parties acknowledge that Aylmer and St. Thomas jointly own the building which formerly contained an above-ground fuel storage tank. The fuel storage tank was previously decommissioned and removed by Aylmer and St. Thomas, and the fuel tank replaced with an above-ground storage tank located exterior to the EMPS. The building is currently used for storage of materials and equipment associated with Aylmer and/or St. Thomas.

For greater clarity, the assets on the Property which are jointly owned by London, St. Thomas and/or Aylmer are identified in [Schedule A](#) of this Agreement, and the assets within the Facility which are jointly owned by London, St. Thomas, and/or Aylmer are identified in [Schedule B](#) of this Agreement.

Article 2. Operation and Maintenance of the Terminal Reservoir and Property

Section 2.1 Site Security

London, Aylmer, and St. Thomas acknowledge and agree that the Property, the Facility, and the EMPS (as applicable) will be secured by Elgin's master key and/or access control system. Monitoring of the site security, including any existing door-switches and motion sensors, will be undertaken by Elgin.

Elgin agrees to allow unrestricted access by London, Aylmer, and St. Thomas to the Facility and the EMPS, including the Operating Authority of London, Aylmer, and St. Thomas, subject to reasonable security protocols implemented by Elgin.

The Parties agree that unrestricted access is not granted to London, Aylmer, and St. Thomas to the two cells of the reservoir on the Property, the valve house on the Property, the swab-catch and settling pond on the Property, the overflow and drain from the reservoir, the associated piping and appurtenances associated with the transmission pipeline to the Property.

Section 2.2 Property Maintenance

Further to [Section 1.4](#), Elgin is responsible for maintaining the Property including snow removal, pavement maintenance, perimeter fencing, grass cutting and landscaping.

Section 2.3 Property Taxes

Elgin is responsible for paying Property Taxes, or payments in lieu of taxes, to the municipality with respect to the Property and Facility.

Article 3. Operation and Maintenance of the Elgin-Middlesex Pumping Station and the Facility

Section 3.1 Maintenance and Repair of the EMPS Building and Building-Related Assets

Elgin shall be responsible for the maintenance and repair of the EMPS building and building-related assets, including the building HVAC, exterior building lighting, septic system, and electrical substation and excluding the motor control centres and related electrical systems associated with London, Aylmer and St. Thomas.

Section 3.2 Maintenance and Repair of Pumps and Associated Equipment

Notwithstanding [Section 2.1](#), London, Aylmer, and St. Thomas shall each be responsible for maintaining and repairing all assets related to their respective pumps and associated equipment.

Section 3.3 Maintenance and Repair of Jointly Owned Assets

Prior to undertaking the maintenance or repair of jointly owned assets, the joint owners of the asset shall agree in writing to the apportionment of all related costs associated with the repair. [Schedule C](#) of this Agreement may be used as a guide with regard to the apportionment of costs.

Section 3.4 Supervisory Control and Data Acquisition

London, Aylmer, and St. Thomas are each responsible for their respective SCADA systems, including but not limited to the programmable logic controllers (PLC) and human-machine interface (HMI), or other similar control-related equipment, at the EMPS.

If London, Aylmer, and St. Thomas use the same operating authority for the operation of the EMPS that is used by Elgin, Elgin hereby consents to allowing the remote operation of the EMPS to be routed through Elgin's SCADA system and remotely controlled at the Elgin water treatment plant. London, Aylmer and St. Thomas further agree that any routed controls through Elgin's SCADA system shall comply with the network security requirements of Elgin, and any cost associated with adding, maintaining, modifying, or deleting the control routing and associated programming will be at the cost of London, Aylmer, and St. Thomas.

Section 3.5 Computerized Maintenance Management System

If London, Aylmer, and St. Thomas use the same operating authority for the operation of the EMPS that is used by Elgin, Elgin hereby consents to allowing the use of Elgin's CMMS for managing and maintaining the work records associated with the EMPS. The utilization of Elgin's CMMS will be at no cost to London, Aylmer, and St. Thomas.

Notwithstanding the forgoing, any cost associated with the addition of assets, modification of asset data or work schedule, or exportation of data related to assets owned or jointly owned by London, Aylmer and/or St. Thomas, including costs associated with licencing and using Elgin's CMMS, shall be at the cost of London, Aylmer, and St. Thomas.

Section 3.6 Coordination of Operating Authority

London, Aylmer, St. Thomas, and Elgin agree to coordinate the activities of the respective operating authorities for work undertaken at the EMPS, the Facility, and the Property.

Section 3.7 Payment of Operating Expenses

London, Aylmer, and St. Thomas authorize and delegate to the RWS the authority to approve, pay, and recover the regular, reoccurring operational costs incurred with respect to the operation of the EMPS. For further clarity, RWS shall undertake payment of the following regular reoccurring operating expenses on behalf of London, Aylmer, and St. Thomas:

- If the operating authority used by London, Aylmer, and St. Thomas is the same as the operating authority of Elgin, the monthly Service Fee from the operating authority for the operation of the EMPS and the Facility on behalf of London, Aylmer, and St. Thomas
- Electricity
- Natural Gas

All other fees and charges will be paid by London, Aylmer and/or St. Thomas for materials, services and supplies related to the Facility and the EMPS.

In lieu of Elgin paying and providing other services under this Agreement, London, Aylmer, and St. Thomas agree that Elgin will not be allocated costs associated with electricity. London, Aylmer and St. Thomas are not obligated to pay for other operating expenses associated with the remainder of the Property and Facility, including but not limited to property maintenance and payment of property taxes.

Section 3.8 Allocation of Operating Expenses

On a monthly basis, RWS will invoice to London, Aylmer, and St. Thomas for the regular reoccurring operational expenses paid by RWS on behalf of London, Aylmer, and St. Thomas as authorized in [Section 3.7](#). The regular reoccurring operational expenses shall be apportioned to each of London, Aylmer, and St. Thomas proportionate to the respective occupancy and/or material utilization.

For greater clarity, the allocation of common operating expenditures which have been authorized for payment are outlined in [Schedule C](#) of this Agreement.

Section 3.9 Payment for Occupancy

1. Annual Rate Charged for Occupancy

On or before January 1, 2022 and by January 1st every 5 years thereafter, Elgin will notify each of London, Aylmer, and St. Thomas the Annual Rate charged to each of London, Aylmer and St. Thomas for their respective occupancy of the EMPS.

2. Dedicated Reserve Fund

Revenue from the Annual Rate charged to each of London, Aylmer, and St. Thomas will be placed in a dedicated Reserve Fund which will be used as a source of finance for maintenance, repairs and the renewal of the EMPS building and building-related assets. The dedicated Reserve Fund shall not be used for any other purpose than the maintenance, repair and renewal of the EMPS building and building-related assets, which may include principle and interest payments for debentures and/or intra-Fund loans issued for this purpose.

3. Asset Management Plan

Starting in 2020 and every five-years thereafter, Elgin will update the Asset Management Plan which will form the basis of establishing the long-term financial requirements for the maintenance, repairs and renewal of the EMPS building and building-related assets. The Annual Rate set by Elgin shall be sufficient to ensure the long-term financial requirements necessary are available in the dedicated Reserve Fund for the EMPS.

Article 4. Undertaking Repairs and Capital Investments

Section 4.1 Repairs to Sole-Owned Assets

Where a Party is the sole owner or has the sole care and control of an asset, that respective Party is responsible for any Repair of any asset beyond that which may be included in a service agreement with a contracted operating authority, including the cost of the Repair. That Party is responsible for the coordination of the operating authority and any contractor utilized for the Repair, with the activities undertaken by the other Parties.

Section 4.2 Repairs to Jointly Owned Assets

Where an asset is jointly owned, the Parties which jointly own the asset are collectively responsible for any Repair of the jointly owned asset, beyond that which may be included in a service agreement with a contracted operating authority. The Parties which jointly owned the asset are collectively responsible for the coordination of the operating authority and any contractor utilized for the Repair, with the activities undertaken by the other Parties.

Section 4.3 Capital Improvements

The Parties are separately entitled to undertake capital improvements at the Facility, including the replacement of existing assets or the construction and installation of new assets, subject to [Section 7.1](#) and [Section 7.2](#) of this agreement. The capital improvement is the sole responsibility of the Party, including but not limited to financing, project management, project coordination with other Parties, permits and approvals.

If a capital improvement will be jointly owned by two or more of the Parties, the Parties must agree in writing, prior to undertaking the project, the allocation of the anticipated costs.

The Parties are not entitled to remove, replace, alter, or otherwise modify any asset to which they are not the sole owner without the express written permission of the asset's owner or joint owners.

Article 5. Representations, Warranties and Covenants

Section 5.1 Representations, Warranties and Covenants of Elgin

1. Authority to Contract.

Elgin warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. Provision of Information.

Elgin shall use reasonable care to prepare and supply to St. Thomas, London, and/or Aylmer, for the benefit of itself or themselves of any report or information required hereunder.

3. Skilled Personnel.

Elgin represents and warrants to St. Thomas, London, and Aylmer that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. Construction and Maintenance.

Elgin covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of Elgin at the Facility and on the Property.

5. *Access.*

Elgin covenants and agrees to allow unrestricted access to London, Aylmer, and St. Thomas to the Property and the Facility in accordance with [Section 2.1](#) of this Agreement.

Section 5.2 Representations, Warrantees and Covenants of London

1. *Authority to Contract.*

London warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. *Provision of Information.*

London shall use reasonable care to prepare and supply to Elgin, Aylmer, and/or St. Thomas, for the benefit of itself or themselves of any report or information required hereunder.

3. *Skilled Personnel.*

London represents and warrants to Elgin, Aylmer, and St. Thomas that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. *Construction and Maintenance.*

London covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of London at the Facility.

5. *Use of the Property.*

London covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Section 5.3 Representations, Warrantees and Covenants of Aylmer

1. *Authority to Contract.*

Aylmer warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. *Provision of Information.*

Aylmer shall use reasonable care to prepare and supply to Elgin, London, and/or St. Thomas, for the benefit of itself or themselves of any report or information required hereunder.

3. *Skilled Personnel.*

Aylmer represents and warrants to Elgin, London, and St. Thomas that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. *Construction and Maintenance.*

Aylmer covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of Aylmer at the Facility.

5. *Use of the Property.*

Aylmer covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Section 5.4 Representations, Warranties and Covenants of St. Thomas

1. *Authority to Contract.*

St. Thomas warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. *Provision of Information.*

St. Thomas shall use reasonable care to prepare and supply to Elgin, London, and/or Aylmer, for the benefit of itself or themselves of any report or information required hereunder.

3. *Skilled Personnel.*

St. Thomas represents and warrants to Elgin, London, and Aylmer that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. *Construction and Maintenance.*

St. Thomas covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of St. Thomas at the Facility.

5. *Use of the Property.*

St. Thomas covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Article 6. Liability, Indemnity, and Insurance

Section 6.1 Indemnification of London, Aylmer, and St. Thomas by Elgin

Elgin shall indemnify and hold London, Aylmer, and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of Elgin, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of Elgin.

Section 6.2 Indemnification of Elgin, Aylmer, and St. Thomas by London

London shall indemnify and hold Elgin, Aylmer and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of London, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of London.

Section 6.3 Indemnification of Elgin, London, and St. Thomas by Aylmer

Aylmer shall indemnify and hold London, Elgin and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of Aylmer, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of Aylmer.

Section 6.4 Indemnification of Elgin, London, and Aylmer by St. Thomas

St. Thomas shall indemnify and hold London, Aylmer and Elgin, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of St. Thomas, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of St. Thomas.

Section 6.5 Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 6.6 Uncontrollable Circumstances

In the event that performance of this Agreement in the reasonable opinion of a Party is made impossible by reason of an Uncontrollable Circumstance, and if a Party seeks to rely on the occurrence of an act, event or condition as an Uncontrollable Circumstance as grounds for not performing its obligations under this Agreement, then the Party relying on such act, event or condition shall:

1. Provide prompt notice to the other Party of the occurrence of the act, event or condition as soon as reasonably practicable after the Party first knew of such occurrence and give an estimation of its expected duration and the probable impact on the performance of its obligations hereunder,
2. Exercise all reasonable efforts to continue to perform its obligations hereunder,
3. In accordance with this Agreement, as expeditiously as reasonably practicable take action to correct or cure the act, event or condition preventing its performance,
4. Exercise all reasonable efforts to mitigate or limit damages to the other Party, and
5. Provide prompt notice to the other Party of the cessation of the act, event or condition giving rise to its inability *to perform*,

Except as expressly provided under the terms of this Agreement, no Party to this Agreement shall be liable to the other Parties for any loss, damage, delay, default, or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstance.

Article 7. Changes and Amendments to the Agreement

Section 7.1 New Equipment and Processes

Where a capital improvement is undertaken by London, Aylmer and/or St. Thomas in the EMPS that results in a change in their respective occupancy of the EMPS or Facility, or results in a change in their consumption of natural gas or electricity, the [Schedule C](#) of this agreement shall be reviewed and if necessary revised with respect to the allocation of costs based on occupancy and/or utilization.

Any amendments or changes to [Schedule C](#) shall be agreed upon in writing by the Parties.

Section 7.2 New Buildings or Building Additions

Buildings or other permanent structures shall not be extended or added to the Property by London, Aylmer, and/or St. Thomas without the express written permission of Elgin.

Section 7.3 Material Changes to the Agreement

A Party must provide Notice to the other Parties upon the initiation of a project or undertaking which may materially affect the allocation of costs, and/or coordination of operational responsibilities, and/or ownership or joint ownership of assets.

Any Party may request that the Agreement and/or Schedules be reviewed by the Parties upon significant changes to processes and equipment at the Facility that materially affect the allocation of costs, and/or coordination of operational responsibilities, and/or ownership or joint ownership of assets.

Section 7.4 Renegotiation of the Agreement

Any Party can give Notice to the other Parties requesting a review and renegotiate the terms and conditions of the Agreement at any time. The Notice must include, at a minimum: (1) identification of proposed changes to the process/equipment, (2) anticipated impact on the agreement, and (3) proposed changes/amendments to the agreement.

A Notice of request to review and amend the Agreement and/or Schedules must be submitted to the Parties in writing. The Parties agree to meet within a reasonable timeframe to discuss proposed amendments to the Agreement and/or Schedules.

All Parties must respond in writing to the notifying Party within 14 days of the Notice, specifying their acceptance of the proposed changes or the timeframe for which the negotiations are to take place.

All changes or amendments to this Agreement must be rendered in writing.

Article 8. Health and Safety

Section 8.1 Asbestos

Elgin will maintain and update at least annually an asbestos inventory of the EMPS, and provide an updated inventory to each of London, Aylmer and St. Thomas. Elgin is responsible for the maintenance, repair and abatement, if and as applicable, of asbestos containing materials that is associated with the EMPS building and building-related assets.

London, Aylmer, and St. Thomas will immediately notify Elgin of any damage observed to asbestos containing substances related to construction or operational activities undertaken by London, Aylmer and/or St. Thomas.

Each of London, Aylmer, and St. Thomas are responsible for the maintenance, repair and abatement, if and as applicable, of asbestos containing materials associated with their pumps and associated equipment.

Section 8.2 Notification of Designated Substances

Elgin, London, Aylmer, and St. Thomas acknowledge and agree that each of Elgin, London, Aylmer, and St. Thomas, individually, are each responsible for the notification of designated substances to the Parties, their operating authority, and any contractor undertaking a Repair or Capital Investment on their behalf at the EMPS and the Facility.

Article 9. General Provisions

Section 9.1 Dispute Resolution.

If a dispute arises between the parties, the parties agree that the Dispute Resolution Process outlined in [Schedule D](#) shall be used.

Section 9.2 Applicable Law.

This Agreement and its interpretation shall be governed by the laws of the Province of Ontario.

Section 9.3 Headings.

The headings and captions appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Section 9.4 Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. No oral agreement or conversation with any officer, agent or employee of Elgin, London, Aylmer and/or St. Thomas, either before or after the execution of this Agreement, shall affect or modify any of its terms or obligations herein contained.

Section 9.5 Enurement and Assignment.

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Section 9.6 Survival.

Wherever this Agreement contains an express obligation by one or more Parties to indemnify any other Party, such obligation to indemnify shall survive the completion or termination of this Agreement and continue in full force and effect.

Section 9.7 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 9.8 Waiver.

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

Section 9.9 Notices.

1. Delivery Mode and Address.

Any Notice required to be or may be given or made by one of the parties hereto to the other, it shall be in writing and shall be delivered in person, transmitted by facsimile, transmitted by e-mail, or similar means of recorded electronic communication, or sent by ordinary or registered mail to the respective addresses of the parties hereto:

If to Elgin:

The Elgin Area Primary Water Supply System
235 North Centre Road, Suite 200
London, Ontario N5X 4E7

Attention: Director – Regional Water
Phone: (519) 930.3505 ext.1355
Facsimile: (519) 474.0451
eMail: GENERAL@HuronElginWater.CA
and copied to: AHENRY@HuronElginWater.CA

If to London:

The Corporation of the City of London
300 Dufferin Avenue
London, ONT N6A 4L9

Attention: Kelly Scherr, Deputy City Manager – Environment & Infrastructure
Phone: (519) 661-2489, ext. 2391
Facsimile: (519) 661-2354
eMail: KSCHERR@LONDON.CA

If to Aylmer:

The Aylmer Area Secondary Water Supply System
c/o The Corporation of the Township of Malahide
87 John Street South
Aylmer, ONT N5H 2C3

Attention: Chief Administrative Officer / Clerk
Phone: 519-773-5344 ext.225
Facsimile: 519-773-5334
eMail: MALAHIDE@MALAHIDE.CA

If to St. Thomas:

The St. Thomas Area Secondary Water Supply System
c/o the Corporation of the City of St. Thomas
PO Box 520, 545 Talbot Street
St. Thomas, ONT N5P 3V7

Attention: Justin Lawrence, City Engineer
Phone: (519) 631-1680 x.4165
eMail: JLAWRENCE@STTHOMAS.CA

2. Time of Delivery.

Any such Notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day), or if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other events which might reasonably be expected to disrupt the delivery of document by mail, any notice hereunder shall be delivered or transmitted by means of recorded electronic communications as aforesaid.

Section 9.10 Counterparts: Electronic Copies

This Agreement may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF Elgin, London, St. Thomas and Aylmer have caused this Agreement to be executed by the affixing of their proper seals attested by the signature of the proper persons duly authorized in that behalf.

THE ELGIN AREA PRIMARY WATER SUPPLY SYSTEM

Chair

Chief Administrative Officer

Date

Date

THE CORPORATION OF THE CITY OF LONDON

Mayor

Clerk

Date

Date

THE AYLMER AREA SECONDARY WATER SUPPLY SYSTEM

Mayor, Township of Malahide

CAO/Clerk, Township of Malahide

Date

Date

THE ST. THOMAS AREA SECONDARY WATER SUPPLY SYSTEM

Chair, St. Thomas Area Secondary
Water Supply System Joint Board of
Management

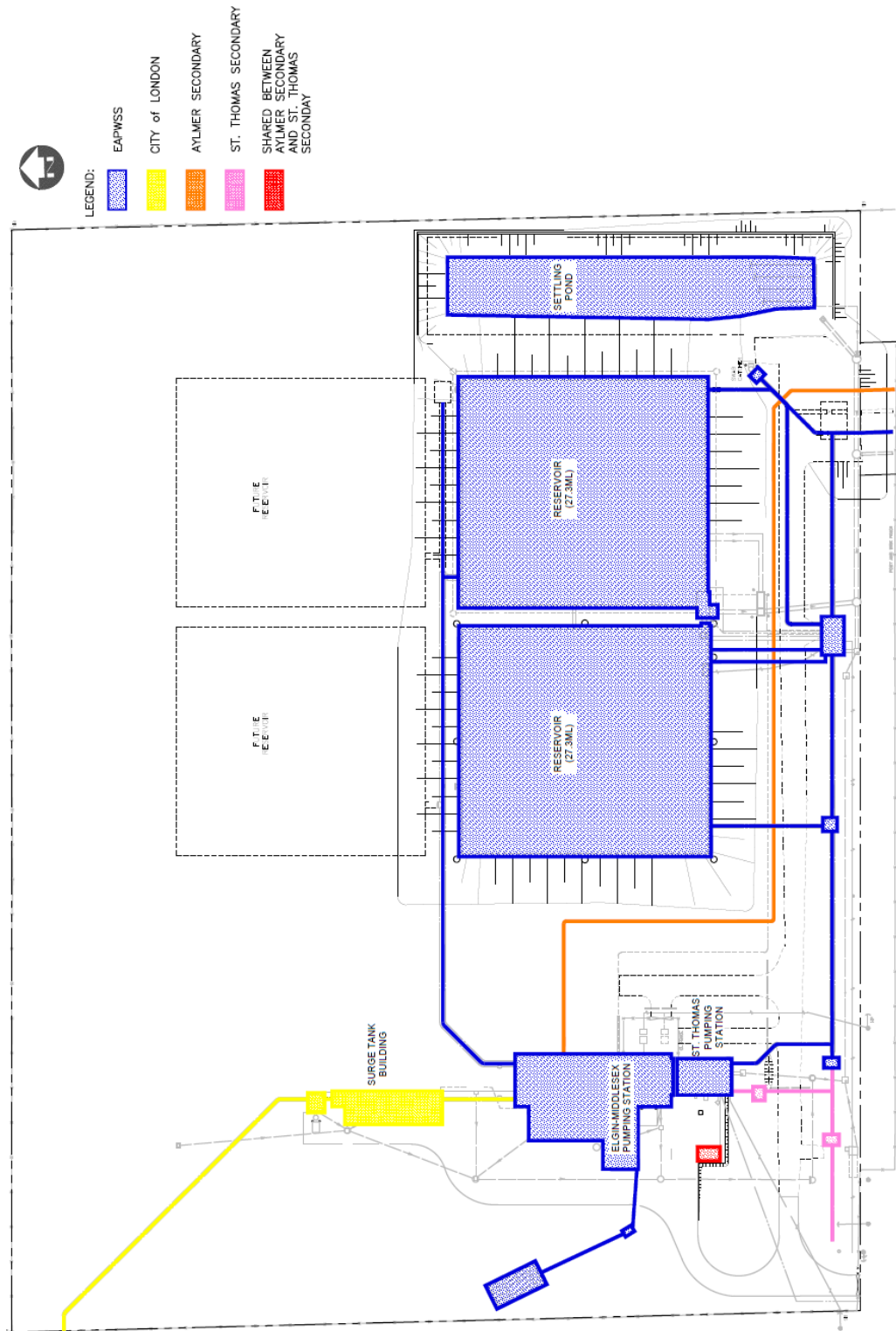
Co-Chair, St. Thomas Area Secondary
Water Supply System Joint Board of
Management

Date

Date

SCHEDULE A

ELGIN-MIDDLESEX PUMPING STATION AND TERMINAL RESERVOIR PROPERTY



SCHEDULE B

ELGIN MIDDLESEX PUMPING STATION – GROUND & BASEMENT LEVELS



SCHEDULE C

ALLOCATION OF COSTS AND EXPENDITURES

Beneficiary by Area:

Where expenditures are agreed to be allocated by area of occupancy or shared occupancy, the following table, in whole or in part, shall be used for calculating the proportionate allocation of cost where appropriate:

LOCATION	LONDON (m ²)	ST. THOMAS (m ²)	AYLMER (m ²)	ELGIN (m ²)	TOTAL (m ²)
Common Hallways, Loading Bay, and Lobbies	50.8 (33.3%)	50.7 (33.3%)	50.7 (33.3%)	n/a	152.2
Chlorine Room	n/a	36.7 (50%)	36.6 (50%)	n/a	73.3
Backup Generator Room	n/a	31.1 (50%)	31.1 (50%)	n/a	62.2
Control Room	3.5 (33.3%)	3.5 (33.3%)	3.5 (33.3%)	n/a	10.5
Electrical Room(s)	67.0 (32.7%)	71.0 (34.6%)	67.0 (32.7%)	n/a	205.0
Mechanical Room	13.3 (33.3%)	13.2 (33.3%)	13.3 (33.5%)	n/a	39.8
Pump Room(s) – ground level	432.2 (67.8%)	113.2 (17.8%)	91.7 (14.4%)	n/a	637.1
Pump Room(s) – Basement level	385.8 (54.7%)	160.4 (22.7%)	85.0 (12.0%)	74.5 (10.6%)	705.7
SUBTOTAL EMPS	952.6 (50.5%)	479.8 (25.4%)	378.9 (20.0%)	74.5 (4.0%)	1885.8
Surge Control Building	261.3 (100%)	n/a	n/a	n/a	261.3
Former Fuel Storage Building	n/a	13.0 (50%)	13.0 (50%)	n/a	26.0
TOTAL	1213.9 (55.9%)	492.8 (22.7%)	391.9 (18.0%)	74.5 (3.4%)	2173.1

Operating Expenditures:

Regularly occurring operating expenditures include the service fee payable to a common operating authority contracted to operate and maintain the Elgin-Middlesex Pumping Station on behalf of London, St. Thomas and Aylmer. In addition, common operational costs such as electricity, natural gas, chemicals and fuel are to be divided between the benefiting partners as follows:

EXPENSE	LONDON	ST. THOMAS	AYLMER
Operating Service Fee ¹	69.5%	20.0%	10.5%
Electricity	<i>Electrical cost allocation estimated in proportion to the pump run-times, adjusted for pump size (horsepower), on a monthly basis.²</i>		
Natural Gas (heating) ³	58.0%	23.7%	18.3%
Other Chemicals	n/a	n/a	n/a
Diesel Fuel	n/a	50.0%	50.0%
Chlorine ⁴	n/a	64.5%	35.5%

Repairs and Capital Expenditures – Single Beneficiary:

Capital expenditures and repairs excluded from the service agreement with the operating authority are the responsibility of the party that owns the asset. Where the expenditure is excluded from the service agreement with the operating authority, the party that owns the asset is responsible for all costs associated with the repair or capital investment.

Repairs and Capital Expenditures – Multiple Beneficiary:

Capital expenditures and repairs excluded from the service agreement with the operating authority are the responsibility of the Parties that jointly own the asset. Where the expenditure is excluded from the service agreement with the operating authority, the Parties that jointly own the asset are responsible for all costs associated with the repair or capital investment.

Prior to the repair or capital investment being undertaken, the Parties that jointly own the asset are to agree in writing with respect to project management, budget, and allocation of costs.

¹ Value derived from the estimated volume proportion (5-year average)

² Algorithm used for the allocation of electrical costs on a monthly basis should be adjusted if sub-metering is installed by the Parties.

³ Calculation based on proportion of area of occupancy

⁴ Value derived from the estimated volume proportion (5-year average) between Aylmer and St. Thomas

SCHEDULE D

DISPUTE RESOLUTION PROCESS

In the event of a controversy or dispute between the Parties arising out of or in connection with this Agreement or regarding the interpretation of the provisions thereof, the following process will be followed:

1. The Party alleging a controversy or dispute (the “Disputing Party”) must notify the other Party (the “Recipient Party”) or other Parties (the “Recipient Parties”) in writing of such dispute or controversy (“Dispute Notice”) and specify the particulars of such dispute or controversy in the Dispute Notice.
2. Upon receipt of a Dispute Notice by the Recipient Party(s), the Recipient Party(s) and the Disputing Party must mutually consult in good faith in an attempt to settle amicably and in the spirit of cooperation any such controversy or dispute.
3. If on the date which is fourteen (14) days after the Recipient Party’s receipt of the Dispute Notice the Disputing Party and the Recipient Party(s) have not amicably settled the matter(s) set out in the Dispute Notice then the matter(s) shall be referred to a single arbitrator whose decision shall be final and binding. If the Parties cannot agree on the arbitrator, either party may apply under Section 10 of the Ontario Arbitrations Act for the Court to select an Arbitrator.



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Virtual Meeting Minutes of November 3, 2021
Approved December 1, 2021

The Board of Directors Meeting was held via videoconference, on Wednesday, November 3, 2021 pursuant to section C.9, of the LPRCA's Administrative By-Law.

Members in attendance:

Michael Columbus, Chair	Norfolk County
John Scholten, Vice-Chair	Township of Norwich
Dave Beres	Town of Tillsonburg
Robert Chambers	County of Brant
Kristal Chopp	Norfolk County
Valerie Donnell	Municipality of Bayham/Township of Malahide
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Ian Rabbitts	Norfolk County
Peter Ypma	Township of South-West Oxford

Regrets:

Ken Hewitt	Haldimand County
------------	------------------

Staff in attendance:

Judy Maxwell, General Manager
 Leigh-Anne Mauthe, Interim Manager of Watershed Services
 Zachary Cox, Marketing Coordinator
 Dana McLachlan, Executive Assistant

*T. Masschaele joined the meeting at 6:45 p.m.

*R. Chambers joined the meeting at 6:55 p.m.

1. Welcome and Call to Order

The chair called the meeting to order at 6:30 p.m., Wednesday, November 3, 2021.

2. Additional Agenda Items

There were no additional agenda items.

3. Declaration of Conflicts of Interest

None were declared.

4. Minutes of the Previous Meeting

a) Board of Directors Meeting October 6, 2021

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
 Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

There were no questions or comments.

A-110/21

Moved by S. Patterson

Seconded by D. Beres

That the minutes of the LPRCA Board of Directors Meeting held October 6, 2021 be adopted as circulated.

CARRIED

5. Business Arising

There was no business arising from the previous minutes

6. Review of Committee Minutes

There were no committee meeting minutes for review.

7. Correspondence

- a) **Catfish Creek CA Release – Underhill Names Interim Manager of Catfish Creek Conservation Authority**
- b) **From the Ministry of the Environment, Conservation and Parks – Release of New Regulations under the *Conservation Authorities Act***
- c) **Conservation Ontario Release – Phase 1 Regulations for the *Conservation Authorities Act* are Finalized by the Province**
- d) **St. Clair Region CA – New General Manager**
- e) **Camp Trillium Release – Merger and Rebranding as Campfire Circle**

A-111/21

Moved by J. Scholten

Seconded by V. Donnell

That the correspondence outlined in the Board of Directors Agenda of November 3, 2021 be received as information.

CARRIED

8. Development Applications

a) Staff Approved applications

Twelve applications were approved through the General Manager's delegated authority in the past month. LPRCA-219/21, LPRCA-220/21, LPRCA-221/21, LPRCA-222/21, LPRCA-223/21, LPRCA-225/21, LPRCA-226/21, LPRCA-227/21, LPRCA-228/21, LPRCA-230/21, LPRCA-231/21, and LPRCA-233/21.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

All of the staff approved applications met the requirements as set out in Section 28 of the *Conservation Authorities Act*.

A-112/21

Moved by I. Rabbitts
Seconded by P. Ypma

That the LPRCA Board of Directors receives the Staff Approved Section 28 Regulation Applications report dated October 21, 2021 as information.

CARRIED

9. New Business

a) General Manager's Report

The General Manager provided an overview of operations this past month.

A meeting was held with representatives of the Turkey Point Mountain Bike Club to discuss the operation and compliance with the agreement. More information to follow.

Hydro and water upgrades are currently underway at the Deer Creek Conservation Area.

Water quality sampling is ongoing, and the LPRCA forest tracts are undergoing surveys of invasive species. Treatment of the invasive species will be carried out in 2022.

There were no questions or comments.

A-113/21

Moved by D. Beres
Seconded by P. Ypma

That the LPRCA Board of Directors receives the General Manager's Report for October 2021 as information.

CARRIED

b) Conservation Authority Act Amendments – Phase 1 Regulations and Timelines

Last month three new regulations were announced. The regulations are: O. Reg. 686/21: Mandatory Programs and Services; O. Reg. 687/21: Transitions Plans and Agreements for Programs and Services under S. 21.1.2 of the Act; and O. Reg. 688/21: Rules of Conduct in Conservation Areas.

Based on feedback from the public consultations, changes made to the Act most significant to LPRCA are:

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

- The removal of the requirement for community advisory boards
- The extension of some of the time lines, including the transition period for the new levy framework to January 1, 2024
- The inclusion of passive areas as part of the mandatory programs

A Transition Plan, to outline the steps to be taken for inventory programs and services and enter into agreements with participating municipalities to fund municipally driven programs, is to be submitted to the Ministry of Environment, Conservation and Parks (MECP) by December 31, 2021.

Detailed quarterly reports are required to be submitted to MECP during the transition period beginning February 22, 2022.

A-114/21

Moved by D. Beres

Seconded by V. Donnell

THAT the LPRCA Board of Directors receives the Conservation Authorities Act Amendments – Phase 1 Regulations and Timelines report as information.

CARRIED

T. Masschaele arrived at 6:45 p.m. Mr. Maschaele had no conflicts of interest to declare.

c) Exception Request for Chair and Vice-Chair Terms Under the *Conservation Authorities Act*

LPRCA is seeking a ministerial exception from recently proclaimed provisions of the *Conservation Authorities Act*; specifically, to the two consecutive one-year term limit for the Chair and Vice-Chair, and the requirement to rotate the Chair and Vice-Chair positions amongst all participating municipalities.

If an exception is granted, it will most likely be for a one-year term and will require an annual exception request.

A-115/21

Moved by D. Beres

Seconded by T. Masschaele

THAT the report entitled “Exception Request for Chair and Vice-Chair Terms under the Conservation Authorities Act” be received as information;

And

THAT the Long Point Region Conservation Authority submits a request to the Minister of Environment, Conservation and Parks for an exception as per s.17 (1.3)(a) of the

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

Conservation Authorities Act to the two consecutive one-year term limit for Chair and Vice-Chair;

And

THAT the Long Point Region Conservation Authority submits a request to the Minister of Environment, Conservation and Parks for an exception as per s.17 (1.3)(b) of the Conservation Authorities Act that the LPRCA be exempt from the requirement to rotate the Chair and Vice-Chair amongst all participating municipalities;

And

THAT the LPRCA Board of Directors endorses the letter of exception to be sent the Minister of Environment, Conservation and Parks.

CARRIED

All members present, Dave Beres, Robert Chambers, Kristal Chopp, Valerie Donnell, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma, and Michael Columbus, voted in favour of the motion.

d) Q3 Financial Report – September 30, 2021

Revenues to September 30, 2021 represented 93.2% of the annual budget and expenditures 73.6%.

Overall, the Authority is in a favourable position to September 30, 2021 and management anticipates that LPRCA will remain in a favourable position for fiscal 2021.

R. Chambers arrived at 6:45 p.m. Mr. Chambers had no conflicts of interest to declare.

A-116/21

Moved by I. Rabbitts

Seconded by D. Beres

THAT the LPRCA Board of Directors receives the Q3 Financial Report – September 30, 2021 for the period up and including September 30th, 2021 as information.

CARRIED

e) Backhoe Loader Purchase

A tender was issued for a backhoe loader through the bids and tenders website. Six bids from five vendors were received by the deadline. All bids met or exceeded the requirements specified. Staff recommended the tender be awarded to the lowest bidder.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

A-117/21

Moved by J. Scholten
Seconded by P. Ypma

THAT the LPRCA Board of Directors accepts the tender submitted by Toromont Cat for the purchase of one new 2020 Backhoe Loader, model Caterpillar 416 four-wheel drive, for \$111,190;

And,

THAT the LPRCA Board of Directors approves the purchase of a 4-year or 4000-hour extended powertrain warranty for a cost of \$2,660.

CARRIED

f) Regulations and Provincial Offences Officer Designations

Three staff members recently completed a virtual Level 1 Provincial Offences Officer training session. With these appointments there are now three staff members appointed as LPRCA Regulations Officers and Provincial Offences Officers for the purpose of compliance and enforcement of Section 28 of the *Conservation Authorities Act* and five staff members appointed for the purpose of compliance and enforcement of Section 29 of the *Conservation Authorities Act* and the *Trespass to Property Act*.

A-118/21

Moved by V. Donnell
Seconded by R. Chambers

THAT the LPRCA Board of Directors appoints Ben Watson, Development Technician, as an LPRCA Regulations Officer and Provincial Offences Officer for the purpose of compliance and enforcement of any regulation made under Section 28 of the Conservation Authorities Act.

And,

THAT the Board appoints Debbie Thain, Forestry Supervisor, and Evan Forbes, Haldimand Park Supervisor, as LPRCA Regulations Officers and Provincial Offences Officers for the purpose of compliance and enforcement of any regulation made under Section 29 of the Conservation Authorities Act and the Trespass to Property Act.

CARRIED

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

g) Communications Update – November 2021

Staff presented an overview of communications initiatives and performance metrics of the LPRCA website and social media accounts.

Recent initiatives include the virtual 2021 Memorial Forest Dedication Service now posted on LPRCA's website, and the Conservation Ontario driven Drinking Water Source Protection Communication campaign.

The top search terms for LPRCA have been for outdoor recreation and the conservation areas.

LPRCA continues to have a strong presence on FaceBook, Instagram and Twitter.

A-119/21

Moved by T. Masschaele

Seconded by S. Patterson

THAT the LPRCA Board of Directors receives the Communications Update – November 2021 report as information.

CARRIED

Adjournment

The Chair adjourned the meeting at 7:15 p.m.

Michael Columbus
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Budget Meeting of November 10, 2021
Approved December 1, 2021

Members in attendance:

Michael Columbus, Chair	Norfolk County
John Scholten, Vice-Chair	Township of Norwich
Dave Beres	Town of Tillsonburg
Robert Chambers	County of Brant
Kristal Chopp	Norfolk County
Valerie Donnell	Municipality of Bayham/Township of Malahide
Ken Hewitt	Haldimand County
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Ian Rabbitts	Norfolk County
Peter Ypma	Township of South-West Oxford

Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Leigh-Anne Mauthe, Interim Manager of Watershed Services
 Lorrie Minshall, Project Manager
 Dana McLachlan, Administrative Assistant

* K. Chopp joined the meeting at 9:50 a.m.

Welcome and Call to Order

The chair called the meeting to order at 9:40 a.m., Wednesday, November 10, 2021.

Approval of Agenda

A-122/20

Moved by T. Masschaele
 Seconded by V. Donnell

That the Board of Directors approves the agenda for the LPRCA 2022 Budget Meeting held November 10, 2021.

CARRIED

Declaration of Conflicts of Interest

None were declared.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
 Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

Budget Overview

The General Manager summarized the budget process. Once recommended by the Board, the 2022 LPRCA Draft Budget will be circulated to member municipalities for a 30-day review.

At the first meeting of the new year, the budget will be voted on by a recorded, weighted vote.

The Manager of Corporate Services presented a general overview of the 2022 budget. Some changes were made in accordance with the *Conservation Authorities Act* amendments.

The Audit and Finance Committee met October 6th and the Committee directed staff to prepare a budget with a maximum 2.5% target increase on the levy. A budget was presented for 2.13% or \$44,015 on the overall municipal general levy. The operating levy increased by 2.21% or \$37,315 and the capital levy increased by 1.79% or \$6,700. There is no requirement for a special levy in 2022.

K. Chopp arrived. No conflict was declared.

OPERATIONS

The 2022 total operating budget is \$4,797,561 requiring \$1,724,259 from the general levy.

Watershed Planning and Technical Services

The Watershed Planning and Technical Services Department has two main responsibilities: regulating development in and around hazardous areas through the permitting process; and, providing advice on planning and land-use matters to municipalities.

The Action Plan for 2022 includes collaborating with municipal partners to streamline plan review services.

The proposed Planning and Technical fees have been increased by 2.1% on average. The Pre-Consultation fee will not be increased and a new fee has been added for Ministry Zoning Orders (MZO). Staff recommended the fee for permits issued by MZO be charged on a full cost-recovery basis.

Planning, permitting, and lawyer inquiry fee revenues are currently above the 2021 budget.

The draft budget included an additional Resource Planner in 2022 in support of the succession plan.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

Watershed Flood Control Services

The Flood Control Services department includes the Flood Forecasting and Warning System, and the maintenance and operation of dams and weirs. This department provides notices about potential flooding to municipalities and the public, works with member municipalities and emergency responders in flood preparation and response, maintains hydrometric data, and works with member municipalities in hazard risk identification assessment.

The Action Plan for 2022 includes hydraulic modeling of the Big Otter River system and hosting a Flood Coordinators workshop.

Healthy Watershed Services

The Healthy Watershed Services Department includes land stewardship and restoration programs, surface water and groundwater quality monitoring, low water response programs, and source water protection programs. The majority of the activities/projects in this department are funded through various government programs and private landowners/organizations while three programs are funded through levy.

The Action Plan for 2022 includes establishing 1,300 acres of cover crops, monitoring five lamprey barriers, and providing phragmites control on 111 acres of LPRCA owned lands.

Conservation Authority Lands

The Conservation Authority Lands department was created to conform with changes in the *Conservation Authorities Act* and associated Regulations. The department encompasses activities on lands owned by the Authority and includes the Lee Brown Marsh, fish and wildlife support services, parkettes, hazard tree removal, enforcement, and property taxes.

The Action Plan for 2022 includes managing properties for a healthy ecosystem, recreational opportunities, and hunting opportunities.

Communications and Marketing Services

The Communications and Marketing Services department is responsible for producing all marketing materials, creating website content, monitoring and managing LPRCA social media accounts, and all external messaging.

The Action Plan for 2022 includes increasing public access to information about LPRCA website, creating a database of LPRCA owned and managed properties, and creating a StoryMap of LPRCA's water control structures.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

Backus Heritage and Education Services

This department covers the Backus Education Centre, the Backhouse Historic Site and Services, and Conservation Education and programming.

The Action Plan for 2022 includes the construction phase of the Gallery Revitalization Project at the Education Centre, and continuing educational and interpretive programming.

Conservation Parks Management Services

The Backus campground has been added to the Conservation Parks Management Services department along with the other four conservation area campgrounds: Deer Creek, Haldimand, Norfolk, and Waterford North. Workshop staff provides support with park infrastructure and mechanical repairs.

Demand for camping is expected to increase, therefore, staffing has been increased to match the workload.

The Action Plan for 2022 includes opening the final phase of upgrades to Waterford North CA, starting phase one of the Norfolk CA upgrades, and streamlining the entry/exit process at Deer Creek CA.

Conservation Area User Fees

Seasonal camping fees have been increased to reflect upgrades in the parks and the cost of services provided. There is no change to nightly camping fees, with the exception of new, reduced rates for seniors and those with disabilities. There are no other rate changes for 2022.

Public Forest Lands Management Services

LPRCA owns just over 11,000 acres, of which over 7,500 acres are managed forests.

The Action Plan for 2022 includes contracting an Ecologist to help protect species at risk, marking LPRCA utilizing good forestry practices, monitoring ongoing logging operations, and developing strategies with community partners for invasive species.

Private Forest Land Management Services

The Private Forest Lands Management Department assists private landowners to reforest lands on their property.

The Action Plan for 2022 includes planting approximately 63,000 trees funded by private landowners and Forest Ontario, and tree survival monitoring and reporting.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

Maintenance Operation Services

This department includes all of the LPRCA facilities and the motor pool.

The Action Plan for 2022 includes maintaining all LPRCA vehicles and equipment, supporting operation for the parks, and completing capital projects to improve LPRCA facilities and campgrounds.

Corporate Services

The Corporate Services Department includes administration, accounting, and IT services.

The Action Plan for 2022 includes a compensation survey and pay equity review, and a review and update to the Purchasing policy and Record Retention Schedule.

CAPITAL

Capital Budget Summary – 2022-2026

The 2022 total for capital spending is budgeted at \$511,250 requiring \$381,700 from the general levy, \$60,000 from the Strategic Reserve, and \$69,550 from the Capital Levy Reserve.

Watershed Services Capital Projects

Staff provided an updated detailed plan for the flood control structures to 2026. To date, all Dam Safety Reviews are complete with the exception of Lehman Dam pending direction from the Ministry of Transportation regarding the bridge and road repairs on Highway 3, and Deer Creek.

Repairs are required at the Norwich Dam. The expected cost for the repairs is \$25,000 to come from the Capital Levy Reserve. The repairs will be completed in 2022. The Deer Creek Dam repair has been tendered and awarded and will be completed in 2022.

Conservation Authority Lands Capital Projects

Gates are added or replaced at woodlot entrances to discourage ATV trespass and garbage dumping. The gates are built and installed by the workshop staff, \$5,000 has been budgeted for 2022 and will continue at least until 2024.

Conservation Parks Management Capital Projects

Haldimand Conservation Area: To provide greater safety for staff and visitors, and reduce trespassing, \$9,000 has been budgeted to install an access control gate with a card reader on the north entrance. There is currently limited access control at the north

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

entrance and the gate would allow access to registered campers and visitors with an access card.

Norfolk Conservation Area: Staff proposed a 3-phased project to upgrade hydro, bury lines, and reconfigure the park to alleviate ongoing electrical issues and add premium sites. Phase one is expected to cost \$145,000 with \$60,000 coming from the Strategic Reserve.

Maintenance Operation Services Capital Projects

Staff requested funds to purchase the following motor pool items to maintain and replenish the fleet:

- One 4WD pickup truck to replace an older model truck
- One mid-mount riding mower to be deployed to one of the campgrounds
- One diesel engine tandem dump truck to replace the current dump truck
- One utility/landscape trailer to replace the current trailer

The budgeted amount for the motor pool items is \$248,450 with \$44,550 coming from the Capital Reserve.

The workshop roof was leaking and has been patched and requires replacing. Sheet metal roofing will be installed at a budgeted cost of \$27,500.

Corporate Services Capital Projects

Computer hardware and accessories upgrades are required which will be deployed throughout the organization. \$7,000 has been budgeted for the equipment.

BUDGET RECOMMENDATIONS

General Manager's Report and Budget Recommendations

Staff provided a Cash Reserve Projection and reiterated that once recommended by the Board, the 2022 LPRCA Draft Budget will be circulated to member municipalities for a 30-day review.

A-121/20

Moved by D. Beres

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors approves the following recommendations regarding LPRCA's 2022 Draft Operating and Capital budgets;

THAT the 2022 proposed Ontario Regulation 178/06 Permit Fees and Planning Act Review Fees as set out in Tab 5 be approved;

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

THAT the 2022 proposed Conservation Area User Fees as set out in Tab 11 be approved;

THAT the draft 2022 operating budget of \$4,797,561 requiring \$1,724,259 of general levy representing an increase in the general levy of 2.21% or \$37,315;

AND draft 2022 capital budget of \$511,250 requiring \$381,700 of general levy representing an increase in the general levy of 1.79% or \$6,700;

AND the total general municipal levy of \$2,105,959 requiring an increase of 2.13% or \$44,015 overall compared to 2021 be circulated to member municipalities for review and comment;

AND FURTHER that staff be directed to present the Draft 2022 Budget to member municipalities when requested.

CARRIED

The Chair adjourned the meeting at 11:40 p.m.

Michael Columbus
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Roger Geysens, Ken Hewitt, Tom Masschaele, Stewart Patterson, John Scholten, Peter Ypma

JOINT MINUTES

AYLMER AREA SECONDARY WATER SUPPLY SYSTEM PORT BURWELL AREA SECONDARY WATER SUPPLY SYSTEM

JOINT BOARD OF MANAGEMENT

September 08, 2021 – 1:00 PM
Virtual Zoom Meeting

In Attendance

Board Members:

Municipality of Central Elgin – Dennis Crevits

Town of Aylmer – Pete Barbour

Township of Malahide – Max Moore

Staff:

Municipality of Central Elgin – Alex Piggott

Town of Aylmer – Connor Bailey

Township of Malahide – Adam Betteridge, Sam Gustavson, Matt Sweetland, and Talya Jones

Municipality of Bayham – Ed Roloson

(1) Call to Order

Pete Barbour is appointed Chair and the meeting is called to order at 1:05PM.

(2) Disclosure of Pecuniary Interest

Disclosures of pecuniary interest may be declared at this time: None.

(3) Adoption of Prior Minutes

Moved by: Max Moore

Seconded by: Dennis Crevits

THAT the minutes of the Aylmer Area Secondary Water Supply System Joint Board of Management meeting held on June 09, 2021, be approved as circulated.

Carried.

Moved by: Dennis Crevits

Seconded by: Max Moore

THAT the minutes of the Port Burwell Area Secondary Water Supply System Joint Board of Management meeting held on June 09, 2021, be approved as circulated.

Carried.

(4) 2021 Q1 & Q2 Operations

Moved by: Max Moore

Seconded by: Dennis Crevits

THAT Report No. AASWSS-21-10 entitled “First and Second Quarter 2021 Operations Report” be received.

Carried.

Moved by: Dennis Crevits

Seconded by: Max Moore

THAT Report No. PBASWSS-21-07 entitled “First and Second Quarter 2021 Operations Report” be received.

Carried.

(5) User Fee Development Review

Moved by: Dennis Crevits

Seconded by: Pete Barbour

THAT Report No. AASWSS-21-12 entitled “Aylmer Area Secondary Water Supply System: User Fee Policy Development Review” be received;

AND THAT the Board include a User Fee Policy Development Review in the scope of work for the next proposed Asset Management Plan and Water Rate Study, in 2023.

Carried.

Moved by: Max Moore

Seconded by: Dennis Crevits

THAT Report No. PBASWSS-21-08 entitled “Port Burwell Area Secondary Water Supply System: User Fee Policy Review” be received;

AND THAT the Board include a User Fee Policy Review in the scope of work for the next proposed Asset Management Plan and Water Rate Study, in 2023.

Carried.

(6) EMPS Agreement Update

Moved by: Max Moore

Seconded by: Dennis Crevits

THAT Report No. AASWSS-21-11 entitled “Elgin Middlesex Pumping Station: Joint Use

Occupancy Agreement Update” be received,²¹⁹

AND THAT the Administering Municipality Staff be directed to formally notify the Elgin Area Primary Water Supply System, the City of London, and the St. Thomas Secondary Water Supply System of the Aylmer Secondary Water Supply Systems Board of Managements intention to not join the Joint Use and Occupancy Agreement given the lacking authority to do so by the Transfer Order under the existing asset ownership arrangement.

Carried.

(7) Correspondence

Town of Aylmer – Request for Letter of Support

Moved by: Dennis Crevits

Seconded by: Max Moore

THAT the Request for Letter of Support – Aylmer ICIP Green Stream Stage II Application from the Town of Aylmer be received;

AND THAT the Aylmer Area Secondary Water Supply System (AASWSS) Joint Board of Management direct the Staff to provide The Town of Aylmer a letter of support for the grant application.

Carried.

(8) New Business

Upcoming 2021 Meeting Dates – December 08, 2021

(9) Adjournment

Moved by: Max Moore

Seconded by: Dennis Crevits

THAT the Aylmer Area Secondary Water Supply System Joint Board of Management adjourn at 1:53 p.m. to meet again on December 08, 2021 at 1:00 p.m.

Carried.

Moved by: Dennis Crevits

Seconded by: Max Moore

THAT the Port Burwell Secondary Water Supply System Joint Board of Management adjourn at 1:54 p.m. to meet again on December 08, 2021 at 1:00 p.m.

Carried.



November 23, 2021

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

Attention: Adam Betteridge, Chief Administrative Officer

**RE: Proposed Woodlands Clearing
South Part Lot 12, Concession 11, Township of Malahide**

Under Section 135 (2) of the Municipal Act all abutting landowners shall be notified of impending woodlot clearings.

This letter hereby notifies you of the proposed woodland clearing by Tyler Tracey on behalf of Nagelhaven Farms Ltd. The proposed clearing of 0.05 hectares (~0.12 acre) on Part Lot 12, Concession 11 in the Township of Malahide is for the purposes of increasing building area for residential dwelling construction.

The Elgin County Woodlands Conservation Bylaw contains a “no net loss” provision to ensure the protection and enhancement of forest cover in the county. Approval of this clearing exemption would be conditional on trees being replanted in a suitable location under the direction of a qualified forester at the applicant’s expense.

If you have objections to this proposed clearing please reply in writing to the Elgin County Tree Commissioner, c/o Kettle Creek Conservation Authority, R.R.#8, 44015 Ferguson Line, St. Thomas, Ontario, N5P 3T3, by the 30th day of December 2021.

If you have any questions regarding this notice, please contact the undersigned at (519)-631-1270.

Yours truly,

Jeff Lawrence
Elgin County Tree Commissioner

County of Elgin
Administrative Services
450 Sunset Drive
St. Thomas, ON N5R 5V1
Phone: 519-631-1460
www.elgincounty.ca



Legend

- Elgin County Parcels
- Concessions
- Lot Lines
- Boundary
- Elgin Road Network
- Elgin Road Network
- Elgin Road Network

Notes

0.9 0 0.45 0.9 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 21-89

Being a By-law to enter into an Agreement with Intelivote Systems Inc. for Voting by Internet and Telephone for the 2022 Municipal Elections

WHEREAS *the Municipal Elections Act, S.O. 1996*, Subsection 42(1)(b) states that the Council of a local municipality may pass by-laws to authorize electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 8 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 9(a, b) states that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 9(2) states that in the event of ambiguity in Sections 8 and 11, those sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002;

AND WHEREAS the Council of the Corporation of the Township of Malahide by Resolution No. 21-467 authorized an alternative voting method;

AND WHEREAS the Council of the Township of Malahide deem it necessary and appropriate to enter into an Agreement with Intelivote Systems Inc. for the purpose of providing the alternative method of voting, being "Voting by Internet/Telephone", to ensure greater accessibility of all voters to exercise their individual and democratic right.

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

1. That the Corporation of the Township of Malahide enter into an Agreement with Intelivote Systems Inc. for the purpose of providing the alternative method of voting as authorized by Council.
2. That the Mayor and Clerk are hereby authorized to execute the agreement attached as Schedule "A" to this by-law.

3. That any by-law inconsistent to this by-law is hereby repealed.

READ a **FIRST** and **SECOND** time this 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December 2021.

Mayor, D. Mennill

Clerk, A. Adams

MUNICIPAL VOTING CONTRACT

Agreement for eVoting Services made and effective this 16th day of December, 2021

BETWEEN:

TOWNSHIP OF MALAHIDE

Of 87 John Steel Street South, Aylmer, ON N5H 2C3
(herein called "the Municipality")

- and -

INTELIVOTE SYSTEMS INC.

Of 40 Thornhill Drive, Unit 12, Dartmouth, Nova Scotia, B3B 1C1
(herein called "ISI")

WHEREAS ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

AND WHEREAS the Municipality wishes to obtain from ISI the use of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

AND WHEREAS ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

NOW THEREFORE FOR the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

1. Definitions

- 1.1 "Auditor" – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 "Candidates' Agents" – means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 “Candidate Reports”- means an electronic record in an agreed upon format produced and made available to Candidates’ Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.6 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 “Election Date(s)”- means the following days: Monday, October 17, 2022 until Sunday, October 23, 2022 and October 24, 2022.
- 1.9 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer, whose rulings ISI shall be compelled to comply with.
- 1.10 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 “Interactive Voice Response” and “IVR”- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 “Internet Enabled Connection Service”- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.
- 1.15 “Voting Decision”- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.

- 1.16 "Voting Period"- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 "Website Voting Address"- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

2. Provision of ISI Services

- 2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

3. Specifications

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.

- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

4. Contract Administration

- 4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Dean Smith
 Telephone: (902) 481-1156
 Email: Dean.smith@intelvot.com

The primary Contract Administrator for the Municipality shall be:

Name: Allison Adams
 Telephone: (519) 773-5344 x 222
 Email: aadams@malahide.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.

- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

5. Obligations of the Municipality

- 5.1 The Municipality shall:
 - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
 - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
 - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
 - 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
 - 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

6. Obligations of ISI

- 6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and
- 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

7. Fee and Payment Terms

7.1 The Municipality agrees to pay to ISI:

- 7.1.1. A base services fee equal to \$1.00 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
- 7.1.2. A services and postage fee equal to \$1.35 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;

- 7.1.3. Any fees for additional consulting services described in Schedule "B";
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
 - a) 30% of the base services fee of \$1.00 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
 - b) The services and postage fee of \$1.35, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
 - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
- 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

8. Ownership and Rights

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

9. Representations and Warranties

- 9.1 ISI represents and warrants that:
 - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;
 - 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
 - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and

- 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
- 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
- 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.

9.2 The Municipality represents and warrants that:

- 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

10. Remedies

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the

Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.

- 10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

11. Force Majeure

- 11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

12. Limitation of Liability

- 12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

13. Miscellaneous

- 13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement

and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.

- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

TOWNSHIP OF MALAHIDE

Per: _____

Per: _____

INTELIVOTE SYSTEMS INC.

Per: _____
Dean Smith, President and Founder

**SCHEDULE “A”
Base Services**

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;
- l) Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording;

Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;

- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;
- n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer);
- o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
- p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

SCHEDULE "B" **Consulting Services**

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes
All travel and living expenses will be reimbursed to ISI at cost.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 21-91**

Being a By-law to authorize the execution of an Amending Agreement with the Ontario Clean Water Agency for the provision of operations and maintenance services for water facilities.

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 Ontario Clean Water Agency, a corporation established under the Capital Investment Plan Act, 1993, c.23, is in the business of providing operations and maintenance services for water facilities;

AND WHEREAS The Corporation of the Township of Malahide is the owner of the Malahide Distribution System;

AND WHEREAS The Corporation of the Township of Malahide is the Administering Municipality for the Port Burwell Area Secondary Water Supply System and the Aylmer Area Secondary Water Supply System;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an Amending Agreement with the Ontario Clean Water Agency for the operation and maintenance of the Malahide Distribution System, the Port Burwell Area Secondary Water Supply System, and the Aylmer Area Secondary Water Supply System;

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

1. THAT the entering into of an Amending Agreement with the Ontario Clean Water Agency, a corporation established under the Capital Investment Plan Act, 1993, c.23, 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 Amending 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 Amending 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 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December, 2021.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 21-92**

Being a By-law to authorize the execution of a Joint Occupancy and Use Agreement for the Elgin-Middlesex Pumping Station.

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 between The Corporation of the City of London, The St. Thomas Secondary Water Supply System, The Aylmer Area Secondary Water Supply System and The Elgin Area Primary Water Supply System for the Joint Occupancy and Use Agreement for the Elgin-Middlesex Pumping Station;

AND WHEREAS the Corporation of the Township of Malahide is the Administering Municipality for the Aylmer Area Secondary Water Supply System Joint Board of Management;

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

1. THAT the entering into of a Joint Occupancy and Use Agreement between The Corporation of the City of London, The St. Thomas Secondary Water Supply System, The Aylmer Area Secondary Water Supply System and The Elgin Area Primary Water Supply System 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 Joint Occupancy and Use 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 Joint Occupancy and Use 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 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December, 2021.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 21-93

Being a By-law to enter into an Agreement with Comprint Systems Incorporated (doing business as "DataFix") to provide Election to provide electronic list management services

WHEREAS *the Municipal Act 2001, S.O. 2001, Chapter 25, Section 8* gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS *the Municipal Act 2001, S.O. 2001, Chapter 25, Section 9(a, b)* states that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS *the Municipal Act 2001, S.O. 2001, Chapter 25, Section 9(2)* states that in the event of ambiguity in Sections 8 and 11, those sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002;

AND WHEREAS the Council of the Corporation of the Township of Malahide by Resolution No. 21-467 authorized an alternative voting method;

AND WHEREAS the Council of the Township of Malahide deem it necessary and appropriate to enter into an Agreement with DataFix to provide an Election Management System (EMS) for the 2022 Municipal election.

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

1. That the Corporation of the Township of Malahide enter into an Agreement with Comprint Systems Incorporated (doing business as "DataFix"). for the purpose of providing an electronic list management system as authorized by Council.
2. That the Mayor and Clerk are hereby authorized to execute the agreement attached as Schedule "A" to this by-law.
3. That any by-law inconsistent to this by-law is hereby repealed.

READ a **FIRST** and **SECOND** time this 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December 2021.

Mayor, D. Mennill

Clerk, A. Adams

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the 29th day of November 2021 (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called “DataFix”)

AND:

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

(hereinafter called “Client”)

The Client requires an Election Management System (EMS) described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“VoterView”).

The System Requirements and Compatibility of VoterView are described below:

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) GUI;
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule C.

DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

“Additional Services” means the Services not included in the contract price, and where additional fees are applicable;

“Application” means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;

“Business Day” means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

“Change Order Request” means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable

“Client Users” means designated persons within the Client’s organization who Client has authorized to use the Application;

“Confidential Information” means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship shall include without limitation the following:

- a) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party’s group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
- c) Any information that would be included within the definition of personal information as set out in MFIPPA, or similar legislation; and

d) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

"Data" shall include all information in VoterView including but not limited to:

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward, and polls information, and voting locations;

"Effective Date" means the date written above;

"Election Day" means Monday, October 24, 2022;

"eVoting Third Party Integration Fee" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

"Intellectual Property Rights" means any and all proprietary rights provided under:

- i) patent law;
- ii) copyright law (including moral rights);

- iii) trade-mark law;
- iv) design patent or industrial design law;
- v) semi-conductor chip or mask work or integrated circuit topography law; or
- vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

“Parties” means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;

“Personal Information” means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

“Services” means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

“Term” has the meaning ascribed under section 12.1;

“Third Party Print File Preparation Fee” means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;

“Training” means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

“Training – Customized and In Person” means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

“Update” means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

“VoterView” has the meaning ascribed to it under, Application on page 1 of this Agreement;

“Voting Period” means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 (MFIPPA) and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix's payments from Client being received in accordance with section 14 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement), license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates, and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.
- 3.2 The Client's Administrator is fully responsible for:
 - a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;
 - c) deleting users;
 - d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and
 - f) keeping all information in User Management current to ensure authorized Users receive email communication.

- 3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide Client with notice thereof that is no less than the notice it provides thereof to its customers.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) and interruptions shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.
- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.

- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its and its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.
- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, at the other Party's expense, that confidential

treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.
- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.

7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.

7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:

- a) single point of entry;
- b) main access monitored with additional access for emergency purposes only;
- c) access validation with identity check;
- d) access only to persons on DataFix approved access list;
- e) log-in validation;
- f) creation of accounts only as verified by DataFix;
- g) access to servers via encrypted means; and
- h) servers running behind secure firewalls.

8.0 WARRANTIES

- 8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:
- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
 - b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
 - c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
 - d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
 - e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.
- 8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.
- 8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.
- 9.2 The Client Retains Control over the Data: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.

- 9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

- 10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed
- 10.2 Customized Onsite Training: DataFix can provide customized on-site training at a rate of \$2,000.00 per day plus applicable taxes.
- 10.3 Support: As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
E-Mail link to DataFix support team at support@voterview.ca
 - b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.

- e) DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule A attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule B.
- 11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.
- 11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.
- 11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.

The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.

- 13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **\$6,550** plus applicable taxes (collectively, the "Contract Price").

The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to **Section 11.0**.

- 14.2 The Contract Price includes the following:

- a) VoterView List Management **\$5,800**
- b) Activation set-up fee **\$750**

Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

- 14.3 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.
- a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.
 - b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and DataFix will send an invoice to the Client per the payment schedule below:
 - c) Payment 1 - **\$3,650** plus applicable tax within 20 days of receipt of a signed Agreement
 - d) Payment 2 – all of the remaining balance of the **\$2,900** plus applicable tax in February 2022

14.4 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.
- 15.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.
- 15.3 Except for any wilful misconduct or gross negligence by one Party, the other Party's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the Agreement.
- 15.4 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 15.5 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

- 16.1 The Client may terminate this Agreement, without penalty but upon written notice to DataFix, where the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election. For greater clarity, the annual fee paid to DataFix in the year of termination is non-refundable, for any reason.

- 16.2 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.
- 16.3 The Client may terminate this Agreement immediately if DataFix:
- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
 - b) makes or purports to make a general assignment for the benefit of creditors;
 - c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.
- 16.4 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 GENERAL

- 17.1 **Governing Law.** The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.
- 17.2 **Independent Contractors.** The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.
- 17.3 **Excusable Delay.** A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the

delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

- 17.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.

- 17.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.

- 17.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

- 17.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

- 17.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.

- 17.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised

notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.

- 17.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.
- 17.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COMPRINT SYSTEMS INCORPORATED (doing business as DataFix):

By: _____	_____ Hortense L. Harvey
Signature	Print Name
	_____ National Director, Client Services
	Print Title

TOWNSHIP OF MALAHIDE:

By: _____	_____ Allison Adams – H.BA Political Science, AMP
Signature	Print Name
	_____ Manager of Legislative Services/Clerk
	Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in Section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. OVS iFrame Modifications
13. New or modified API calls (OVS)
14. Dashboard Simulations
15. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): _____ Low _____ Moderate _____ High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
- e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- f) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm local time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized

or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Schedules Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside of Business Hours

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may either cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

Email

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty:

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2 Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 21-94

**Being a by-law to authorize temporary borrowing from
time to time to meet current expenditures during the
fiscal year ending December 31, 2022.**

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a Council by by-law to authorize the Head of Council or the Treasurer or both of them to borrow from time to time, such sums as the Council considers necessary to meet, until taxes are collected and other revenues are received, the expenses of the municipality for the year, whether or not they are expenses for the year, that the municipality requires in the year;

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

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

1. The Head of Council or the Treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year), until the taxes are collected and other revenues are received, such sums as may be necessary to meet the expenses of the municipality for the year and of the amounts, whether or not they are expenses for the year, that the municipality requires in the year for,
 - a. reserve, sinking and retirement funds;
 - b. principal and interest due on any debt of the municipality;
 - c. school purposes;
 - d. other purposes the municipality is required by law to provide for; and
 - e. the amount of principal and interest payable by a person or municipality primarily liable for a debt, if the municipality has guaranteed the debt and the debt is in default.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of Council.
3. Except with the approval of the Local Planning Appeal Tribunal, the total amount borrowed at any one time plus any outstanding amounts of principal borrowed and accrued interest shall not exceed
 - a. from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and
 - b. from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year,
4. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing

the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.

5. If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitations as set out in Section 3 of this by-law, shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the estimates adopted for the next preceding year, less all revenues received for and on account of the current year.
6. If the budget for the current year has been not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the current year and the nature and amount of the revenues received for and on account of the current year.
7. For purposes of this by-law the estimated revenues referred to in section 3,4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
8. The Treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.
9. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.
10. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
11. This by-law shall take effect on the day of passing and may be cited as the "2022 Temporary Borrowing By-law".

READ a FIRST and SECOND time this 6th day of January, 2022.

READ a THIRD time and **FINALLY PASSED** this 6th day of January, 2022.

Mayor - D. Mennill

Clerk – A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 21-88

Being a By-law to authorize an intermunicipal agreement for joint ownership of fire communication equipment.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001 c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Section 2(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS it is necessary as the previous agreement for fire communication equipment has expired.

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

1. THAT the Corporation of the Township of Malahide enters into an Intermunicipal Agreement for the joint ownership of fire communication equipment as attached to this By-law as Schedule "A".
2. THAT the Mayor and the Clerk be hereby authorized on behalf of the Corporation of the Township of Malahide to enter into an execute under its corporate seal an Intermunicipal Agreement.

READ a **FIRST** and **SECOND** time this 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December, 2021.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 21-90**

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 December 16, 2021, 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 16th day of December, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of December, 2021.

Mayor, D. Mennill

Clerk, A. Adams