



The Corporation of the Township of Malahide

A G E N D A

February 17, 2022 – 7:30 p.m.

**Malahide Township Office
87 John St. South, Aylmer**

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

- (A) Disclosure of Pecuniary Interest
- (B) Approval of Previous Minutes **RES 1 (Pages 8-16)**
- (C) Presentations/Delegations/Petitions
 - (i) Public Hearing - Minor Variance Application – Applicants Stephanie & Ken Farrow relating to property at Part of Lot 21, Concession 9 Southern Division, former Geographic Township of South Dorchester, Township of Malahide, Part 1 of RP 11R8906, 46998 Crossley-Hunter Line. **RES 2-3 (Pages 17-35)**
 - (ii) Public Hearing - Minor Variance Application – Applicants Michael Lemko and Melissa Harris-Lemko relating to property at Part of Lot 74, Concession North of Talbot Road; Part 1 of RP 11R1783, in the Geographic Township of Malahide, 9846 Springwater Road. **RES 4-5 (Pages 36-45)**
 - (iii) Presentation - Dave Anderson, 4 Roads Management Services Inc., relating to Township of Malahide Roads Need Study - 2021 State of Infrastructure and Asset Management Plan for Roads. **RES 6 (Pages 46-84)**

(D) Reports of Departments

- (i) Director of Fire & Emergency Services
 - Emergency Services Activity Report – January 2022 **RES 7 (Pages 85-88)**
 - Fire Communication Agreement **RES 8 (Pages 89-100)**
- (ii) Director of Public Works
- (iii) Director of Finance/Treasurer
 - Tertiary Water and Sewer System Rate Study Contract Award **RES 9 (Pages 101-113)**
- (iv) Clerk
- (v) Building/Planning/By-law
 - Request for Deeming By-law – Wendy D’Angelo **RES 10 (Pages 114-121)**
 - Development Agreement as per Consent to Sever of Anna and Isaak Giesbrecht **RES 11 (Pages 122-129)**
- (vi) CAO

(E) Reports of Committees/Outside Boards **RES 12**

- (i) Long Point Region Conservation Authority Board of Directors – Minutes of January 5, 2022 **(Pages 130-137)**

(F) Correspondence **RES 13**

1. Association of Municipalities of Ontario - Watch File – dated February 3, 2022 and February 10, 2022. **(Pages C2 - 7)**
2. Township of Clearview – Resolution requesting that the Federal and Provincial Governments provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements. **(Page C8)**
3. Town of Halton Hills – Resolution requesting the Government of Ontario to dissolve the Ontario Land Tribunal immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario. **(Pages C9 - 13)**
4. Municipality of Shuniah – Resolution requesting expansion of Northern Ontario Schools of Medicine (NOSM) to address the urgent need for physicians in Northern Ontario. **(Page C14)**
5. Municipality of Dutton-Dunwich – Resolution requesting that all lower tier municipalities review the Tri-County Water Board Agreement and

work together to form a Water Board for the Lake Huron and Elgin Area Water Systems. **(Page C15)**

(G) Other Business

(H) By-laws

(i) 22-10 – D'Angelo Development Agreement **RES 14 (Pages 138-142)**

(ii) 22-13 - Fire Communications Service Agreement **RES 15 (Pages 143-144)**

(I) Closed Session – **RES 16-17**

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

(J) Confirmatory By-law **RES 18 (Page 145)**

(K) 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 February 17, 2022 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 February 3, 2022, be adopted as printed and circulated.
2. THAT the Committee of Adjustment for the Township of Malahide be called to order at 7:___ p.m. and that Mayor Dave Mennill be appointed Chairperson for the "Committee of Adjustment".
3. THAT Report No. DS-22-08 entitled "Minor Variance Application No. D13-MV-01-22 of Stephanie and Ken Farrow" and affecting lands described as Part of Lot 21, Concession 9 Southern Division, former Geographic Township of South Dorchester, Township of Malahide, Part 1 of RP 11R8906 (46998 Crossley-Hunter Line) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-01-22 to permit the construction of an accessory building (a 10.9m x 14m garage/shop) with a height of 6.29 metres (approximately 20 feet) to be situated 1.5 metres (approximately 5 feet) from the eastern side lot line;

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

- 1) That the owner/applicant obtain the necessary Building Permit within 1 year from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variances applies only to the proposed accessory structure as illustrated with the application; and,
 - 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location, building height and architectural detail), and that all roof leaders not be directed to the adjacent property to the east, all to the satisfaction of the Chief Building Official.
4. THAT Report No. DS-22-09 entitled "Minor Variance Application No. D13-MV-02-22 of Michael Lemko And Melissa Harris-Lemko" and affecting lands described as Part of Lot 74, Concession North of Talbot Road; Part

1 of RP 11R1783, in the Geographic Township of Malahide, Township of Malahide (9846 Springwater Road) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-02-22 to permit the construction of a 223 square metre (approximately 2,400 square feet) accessory building to be situated 1.8 metres (approximately 6 feet) from the southern side lot line;

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

- 1) That the owner/applicant obtain the necessary Building Permit within 1 year from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.
5. THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at ____ p.m.
6. THAT the presentation from Dave Anderson, of 4 Roads Management Services Inc., relating to Township of Malahide Roads Need Study - 2021 State of Infrastructure and Asset Management Plan for Roads, be received.
7. THAT Report No. F-22-04 entitled "Emergency Services Activity Report – January" be received.
8. THAT Report No. F-22-05 entitled "Fire Communication Agreement" be received;

AND THAT the Township of Malahide Council authorize the signing of the Tillsonburg Fire Service Agreement for Dispatching Elgin County.

9. THAT Report No. FIN 22-03 entitled "Rate Study Contract Award" be received;

AND THAT the contracting of professional consulting services to undertake the Township of Malahide Tertiary Water and Sewer System Rate Study be permitted as a single source procurement;

AND THAT Watson & Associates Economists Ltd. be awarded the service contract for the Township of Malahide Tertiary Water and Sewer System Rate Study, in the amount of \$25,620.00 plus applicable taxes.

10. THAT Report No. DS-22-10 entitled “Request for a Deeming By-law of Wendy D'Angelo” be received;

AND THAT Council approve By-law 22-09, which will deem Lots 105 through 110 on Plan 78 (known locally as 11789 Superior Street), West Side of Superior St. in the Village of Springfield, not to be a Plan of Subdivision.

11. THAT Report No. DS-22-11 entitled “Application for Development Agreement as per Consent to Sever of Anna and Isaak Giesbrecht” be received;

AND THAT the prepared Development Agreement relating to the property located at Part of Lot 11, Concession 1, and known municipally as 49485 Nova Scotia Line in the Hamlet of Copenhagen, be supported for the reasons set out in this Report;

AND THAT Council pass By-Law 22-11, being a By-law to authorize the execution of a Development Agreement with Anna and Isaak Giesbrecht pursuant to Sections 51 and 53 of the Planning Act, R.S.O. 1990, and Severance Application No. E73-21.

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

- Long Point Region Conservation Authority Board of Directors – Minutes of January 5, 2022

13. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated February 3, 2022 and February 10, 2022. **(Pages C2 - 7)**
2. Township of Clearview – Resolution requesting that the Federal and Provincial Governments provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements. **(Page C8)**
3. Town of Halton Hills – Resolution requesting the Government of Ontario to dissolve the Ontario Land Tribunal immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario. **(Pages C9 - 13)**

4. Municipality of Shuniah – Resolution requesting expansion of Northern Ontario Schools of Medicine (NOSM) to address the urgent need for physicians in Northern Ontario. **(Page C14)**
5. Municipality of Dutton-Dunwich – Resolution requesting that all lower tier municipalities review the Tri-County Water Board Agreement and work together to form a Water Board for the Lake Huron and Elgin Area Water Systems. **(Page C15)**
14. THAT By-law No. 22-10, being a By-law to authorize the execution of a Development Agreement with Wendy D'Angelo, relating to the property in the Village of Springfield described as Lots 105 through 110 on Plan 78, municipally known as 11789 Superior Street, be given first, second and third readings, and be properly signed and sealed.
15. THAT By-law No. 22-13, being a By-law to authorize the execution of an Agreement with the Corporation of the Town of Tillsonburg for the provision of Fire Communications Services, be given first, second and third readings, and be properly signed and sealed.
16. THAT Council move into Closed Session at _____ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, relating to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
17. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
18. THAT By-law No. 22-12, 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 March 3, 2022, at 7:30 p.m.

The Corporation of the Township of Malahide

February 3, 2022– 7:30 p.m.

Virtual Meeting – <https://youtu.be/rLifLbNKAdo>

The Malahide Township Council met via videoconference. The Clerk, Allison Adams was present in the Township Office, 87 John Street South, Aylmer, Ontario.

Due to COVID-19 and public health concerns, public attendance was not permitted at this meeting. The Mayor and other Members of Council participated remotely.

The following members were present:

Council Members via Videoconference: Mayor D. Mennill, Deputy Mayor D. Giguère, Councillor M. Widner, Councillor M. Moore, Councillor S. Lewis and Councillor C. Glinski.

Staff via Videoconference: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Financial Services A. Boylan, Director of Fire & Emergency Services J. Spoor, Director of Public Works M. Sweetland, Manager of IT C. Coxen,

Absent: Councillor R. Cerna

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:

None

MINUTES:

No. 22-50

Moved by: Scott Lewis

Seconded by: Mark Widner

THAT the minutes of the regular meeting of the Council held on January 20, 2022 as amended, be adopted as printed and circulated.

Carried

REPORTS:Director of Fire & Emergency Services

- Emergency Services Activity Report – December

Councillor Widner inquired about the alarm malfunction calls being received and if they pertain to businesses or homes. Director of Fire Services Spoor advised that these alarm malfunction calls are from new home builds that have defective pre-wired smoke detectors.

No. 22-51

Moved by: Max Moore

Seconded by: Dominique Giguère

THAT Report No. F22-01 entitled “Emergency Services Activity Report – December” be received.

Carried

- Malahide Fire and Emergency Services - 2021 Year End Report

Deputy Mayor Giguère inquired about the variances when looking at the number of hours per incident versus being on scene. The average cost per incident is significantly more being almost double over the last two years and wondering what the explanation for this may be. Director of Fire Services Spoor stated that there may be less calls but the value of points has increased. He indicated that with the merger of the North stations there was additional training required and these training points would have also increased these numbers. Mr. Spoor indicated he would further review and provide further explanation.

No. 22-52

Moved by: Chester Glinski

Seconded by: Scott Lewis

THAT Report No. F22-02 entitled “Malahide Fire and Emergency Services – 2021 Year End Report” be received.

Carried

- Appointment of District Chief and District Deputy Chief 2022

No. 22-53

Moved by: Max Moore

Seconded by: Scott Lewis

THAT Report No. F22-03 entitled “Appointment of District Chief and District Deputy Chief 2022” be received.

AND THAT Ryan DeSutter be appointed as the District Chief for the North Station response area and Jason Brown be appointed as the District Deputy Chief for South Station, each for a term of 4 years expiring on December 31, 2025.

Carried

Director of Public Works

- 2022 Priority Capital Projects

Deputy Mayor Giguère inquired if there was a drainage solution for the Port Bruce Pier parking lot. Director of Public Works Sweetland indicated that in the 2021 budget an engineer was approved for to correct the drainage issue by undergoing grading work and a hard surface treatment solution.

Mayor Mennill inquired if there is a backflow if the water in the channel is high so it doesn't go back up through the catch basin. Director Sweetland indicated the catchbasin is not for wave cresting action but for road drainage and any water that would crest the pier would recede back over the pier. There is no outlet at that catchbasin. A dry well catchbasin will slowly allow the water to infiltrate away.

Councillor Widner inquired if the road was going to be raised. Director Sweetland indicated that a portion adjacent to the parking area would be raised a minor amount. Councillor Widner further inquired if there would be any problems with paving this area and the potential of ice breaking equipment breaking it. Director Sweetland that scenario had been considered in the design and will not affect it.

Councillor Glinski inquired what the capacity would be if the catchbasin doesn't have an outlet and only gravel in bottom. Director Sweetland indicated this can be a problem with this type of catchbasin if a significant rain event occurred but it is an effective solution in the long term. Councillor Glinski inquired if putting a gravel area like those used for farmland would have a greater capacity than this catchbasin. Director Sweetland indicated that given the restricted area that this is the preferred solution in this transient area.

No. 22-54

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT Report No. PW-22-12 entitled “Priority Capital Projects” be received;

AND THAT the Pressey Line Reconstruction Project, in the budget amount of \$550,000, be included in the 2022 Capital Budget;

AND THAT the Pier Parking Lot Construction and Drainage Works Project, in the budget amount of \$125,000, be included in the 2022 Capital Budget;

AND THAT the Studies – Ontario Structure Inspection Manual Bridge Review Project, in the budget amount of \$40,000, be included in the 2022 Capital Budget; AND THAT the Studies – Carter Road Bridge Rehabilitation Design Project, in the budget amount of \$25,000, be included in the 2022 Capital Budget;

AND THAT the Studies – Phase 3 Road Safety Audit, in the budget amount of \$30,000, be included in the 2022 Capital Budget;

AND THAT, notwithstanding that the remainder of the 2022 Budget has not yet been approved, the Municipal Council be requested to approve the following projects for completion in 2022: Pressey Line Reconstruction Project, the Pier Parking Lot Construction and Drainage Works Project, the Studies – Ontario Structure Inspection Manual Bridge Review Project, the Studies – Carter Road Bridge Rehabilitation Design Project, and the Studies - Phase 3 Road Safety Audit Project;

AND THAT, the Municipal Staff be authorized and directed to proceed with the initiation of the following projects so that such projects can be pre-planned, tendered, and completed on time and within budget: Pressey Line Reconstruction Project, the Pier Parking Lot Construction and Drainage Works Project, the Studies – Ontario Structure Inspection Manual Bridge Review Project, the Studies – Carter Road Bridge Rehabilitation Design Project, and the Studies - Phase 3 Road Safety Audit Project.

Carried

- Request to Reserve 2021 Allocation for Outstanding Projects

No. 22-55

Moved by: Max Moore

Seconded by: Mark Widner

THAT Report No. PW-22-13 entitled “Request to Reserve 2021 Allocation for Outstanding Projects” be received;

AND THAT the Director of Finance/Treasurer be authorized to reserve \$195,339.00 from the unspent 2021 Public Works Operating Budget allocation for the completion of outstanding Projects in 2022.

Carried

- Amend Conditions for Application for Consent to Sever No. E52-21 of John Loewen & David

Councillor Glinski inquired if the blue line on the report map was an old road allowance intended to continue Woolleyville Line to Glencolin Line. CAO Betteridge stated that this was not the case and that it could have been a field access created through a previous severance.

Councillor Widner inquired if there are two separate businesses one on Woolleyville Line and one on Glencolin Line. CAO Betteridge indicated that this was his understanding.

Councillor Widner inquired why they are zoned differently. CAO Betteridge indicated that they are on two separate properties having two zoning designations. The business on Glencolin Line has commenced without getting the necessary zoning approvals and a condition for consent to rectify this has been addressed and the necessary applications are being acquired.

Councillor Glinski inquired where the locations of these businesses were. CAO Betteridge clarified the property locations of the sites in question with reference to the report map.

No. 22-56

Moved by: Chester Glinski

Seconded by: Scott Lewis

THAT Report No. DS-22-06 entitled “Amend Conditions for Application for Consent to Sever No. E52-21 of John Loewen & David Loewen” be received;

AND THAT this report and the condition to be added as noted be forwarded to the Land Division Committee for its review and consideration:

“That the applicants initiate and assume all planning costs associated with the necessary planning applications for the existing transport truck and/or auto repair business operating on the subject lands (known locally as 51432 Woolleyville Line), specifically an amendment to the Township of Malahide Zoning By-law and Site Plan Control, with such cost to be paid in full to the Township and that the required processes be successfully completed prior to the condition being deemed fulfilled, or, that a zoning compliance certificate has been obtained from the Township of Malahide Chief Building Official for above-noted business confirming that the business is in compliance with the Township of Malahide Zoning By-law.”

Carried

CAO

- Complaint Protocol Annual Report

No. 22-57

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT Report No. CAO-22-01 entitled “Complaint Protocol Annual Report” be received;

AND THAT the Staff be directed to amend the Township’s Complaint Protocol by replacing all references to “Chief Administrative Officer/Clerk” with “Chief Administrative Officer”

Carried

CORRESPONDENCE:

No. 22-58

Moved by: Mark Widner

Seconded by: Max Moore

THAT the correspondence sent from the Mayors of the Town of Caledon & Town of Mono to the Attorney General Addressing POA Court Backlog including the critical challenges occurring locally and some possible solutions to mitigate these issues in Ontario be supported.

Carried

No. 22-59

Moved by: Mark Widner

Seconded by: Max Moore

THAT the City of Brantford’s resolution Addressing the Revolving Door of Justice – Accountability for Sureties and Swift Justice requesting additional resources to address the increasing criminal activity leaving residents fearful for personal safety and loss of confidence in criminal justice system be supported.

Carried

No. 22-60

Moved by: Mark Widner

Seconded by: Max Moore

THAT the City of Brantford’s resolution Closing the Revolving Door of Justice requesting the government to immediately strengthen the bail system to elevate

increased criminal activity that is leaving residents fearful for their personal safety and losing confidence in the criminal justice system be supported.

Carried

No. 22-61

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 January 20, 2022 and January 27, 2022. (Pages C2 - 5)**
- 2. Municipality of Central Elgin – Notice of a Public Hearing for a Minor Variance relating to : (Page C9)**
 - 426 Edith Cavell Blvd. (former Village of Port Stanley)**

Carried

BY-LAWS:

No. 22-62

Moved by: Dominique Giguère

Seconded by: Mark Widner

THAT By-law No. 22-06 being a By-law to set the Water Rates for 2022, be given first, second and third readings, and be properly signed and sealed.

Carried

No. 22-63

Moved by: Scott Lewis

Seconded by: Chester Glinski

THAT By-law No. 22-07 being a By-law to set the Sewer Rates for 2022, be given first, second and third readings, and be properly signed and sealed.

Carried

No. 22-64

Moved by: Scott Lewis

Seconded by: Max Moore

THAT By-law No. 21-87 being a By-law to provide for Drainage works on the Maginnis Drain Reassessment, be read a third time, finally passed, and be properly signed and sealed.

Carried

CLOSED SESSION:

No. 22-65

Moved by: Mark Widner

Seconded by: Dominique Giguère

THAT Council move into Closed Session at 8:04 p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to property on Avon Drive.

Carried

No. 22-66

Moved by: Max Moore

Seconded by: Chester Glinski

THAT Council move out of Closed Session and reconvene at 8:20 p.m. in order to continue with its deliberations.

The Mayor advised that during the Closed Session, Council provided direction to Municipal Staff regarding Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to property on Avon Drive. There is nothing further to report.

No. 22-67

Moved by: Scott Lewis

Seconded by: Max Moore

15. THAT By-law No. 22-08, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

No. 22-68

Moved by: Chester Glinski

Seconded by: Mark Widner

- 16. THAT the Council adjourn its meeting at 8:23p.m. to meet again on February 17, 2022, at 7:30 p.m.**

Carried

Mayor – D. Mennill

Clerk – A. Adams



Report to Council

REPORT NO.: DS-22-08
DATE: February 17, 2022
ATTACHMENT: Report Photo and Application
SUBJECT: **MINOR VARIANCE APPLICATION NO. D13-MV-01-22 OF
STEPHANIE AND KEN FARROW**

Recommendation:

THAT Report No. DS-22-08 entitled “Minor Variance Application No. D13-MV-01-22 of Stephanie and Ken Farrow” and affecting lands described as Part of Lot 21, Concession 9 Southern Division, former Geographic Township of South Dorchester, Township of Malahide, Part 1 of RP 11R8906 (46998 Crossley-Hunter Line) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-01-22 to permit the construction of an accessory building (a 10.9m x 14m garage/shop) with a height of 6.29 metres (approximately 20 feet) to be situated 1.5 metres (approximately 5 feet) from the eastern side lot line;

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

- 1) That the owner/applicant obtain the necessary Building Permit within 1 year from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variances applies only to the proposed accessory structure as illustrated with the application; and,**
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location, building height and architectural detail), and that all roof leaders not be directed to the adjacent property to the east, all to the satisfaction of the Chief Building Official.**

Background:

The subject Application relates to the property located at Part of Lot 21, Concession 9 Southern Division, former Geographic Township of South Dorchester, known municipally as 46998 Crossley-Hunter Line. The Application seeks relief from the requirements of the Township of Malahide Zoning By-law which limits accessory building height to 6.0 meters and prohibits accessory structures from being located within the required 5.0 meter interior side yard.

Notice of Public Hearing was given in accordance with Planning Act regulations. Any comments received in response to the Notice of Public Hearing will be reported on at the February 17, 2022 hearing.

Township Planning Staff have reviewed and considered the merits of the Application against applicable Official Plan policies, the Township's adopted Zoning By-law, and all (if any) of the correspondence received as of the date of writing and recommends that the Committee of Adjustment approve Application No. D13-MV-01-22.

Comments/Analysis:

The subject property is 9307.7 square meters (approx. 2.2 acres) in area, and has approximately 53.5 meters (175.7 feet) of frontage along Hunter-Crossley Line. There is an existing single-detached dwelling. The subject property is bounded by agricultural land to the north, east, south, and west.

County of Elgin Official Plan

The subject property is designated "Agriculture Area" on Schedule 'A', Land Use Plan. The subject property has no noted areas on Schedule 'C' (Aggregate and Petroleum Resources) and Appendix 1, (Environmental Resource Areas) of the County Official Plan.

Malahide Official Plan

The subject property is designated "Agriculture" on Schedule 'A1' (Land Use Plan) and no noted areas on Schedule 'A2' (Constraints Plan). The Agriculture policies of Section 2.1 of the Official Plan applies to this development. The proposed development is in conformity with these policies.

Malahide Zoning By-law No. 18-22

The subject property is within the "Small Lot Agricultural (A4) Zone" on Key Map 10 of Schedule "A" to the Township's Zoning By-law No. 18-22.

The "A4" zone requires the following with regard to Interior Side Yard Width and Height for accessory buildings:

(following page)

“Small Lot Agricultural (A4) Zone”	Required:	Proposed:
Side Yard Width - Interior (m) (min.)	5.0m	1.5m
height (m) (max)	6.0m	6.29m

Public/Agency Comments Received

Notice of Public Hearing was given in accordance with Planning Act regulations. As of the date of writing this report, the following has been received:

- The Catfish Creek Conservation Authority (CCCA) (letter dated February 7, 2022) has no objections to the application.

There have been no comments received from the general public as of the date of writing this report.

When reviewing an application for a minor variance, Section 45(1) of the Planning Act, R.S.O., 1990 requires that the Committee of Adjustment apply four specific tests. These 4 tests are as follows: maintains the general intent and purpose of the Official Plan; maintains the general intent and purpose of the By-law; the application is "minor" in nature; and, the proposed development is desirable for the appropriate development or use of the subject property.

As described in the application, the shop/garage is desired to “store (a) boat (and/or) trailer plus attic/storage space. The proposed shop/garage would be situated at the end of the existing paved driveway to the east of the dwelling. The reduced side yard setback is necessary to accomodate sufficient functional space between the proposed shop/garage and existing dwelling and to be accessed by the existing driveway. The roof pitch of the proposed shop/garage is designed to match that of the existing dwelling for aesthetic purposes, as both can be seen clearly from Crossley-Hunter Line.

The Township Planning Staff have no concerns with this application provided that the standard conditions be applied (built at location and as per drawings within 1 year), and, with the reduced setback to the adjacent farm field, that all roof leaders not be directed to that property.

Financial Implications to Budget:

The full cost of the minor variance process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

Relationship to Cultivating Malahide:

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

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

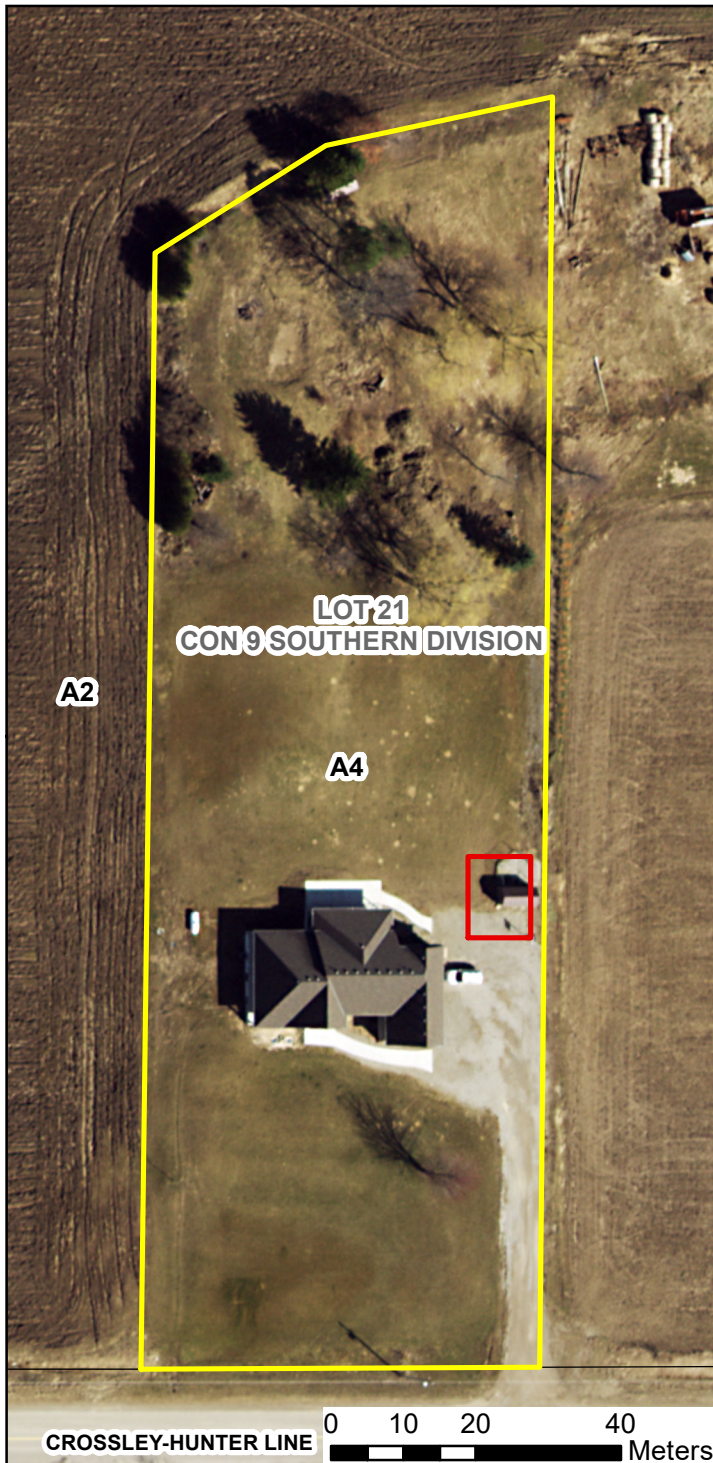
Submitted by:	Reviewed by:
Christine Strupat, CPT Development Services Technician/ Assistant Planner	Adam Betteridge, MCIP, RPP Director of Development Services

**APPLICATION FOR A MINOR VARIANCE
STEPHANIE AND KEN FARROW**

21



46998 Crossley-Hunter Line
Part of Lot 21, Concession 9 Southern Division,
Former Geographic Township of South Dorchester,
Township of Malahide

**Township
of Malahide
Figure 1**



OFFICIAL PLAN DESIGNATION
Agriculture

ZONING
A4 Small Lot Agricultural

-  Proposed accesory building
-  Demolished accesory building



Stephanie and Ken Farrow
46998 Crossley-Hunter Line
Belmont ON N0L 1B0

January 20, 2022

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

Re: Application for Minor Variance – Farrow (46998 Crossley- Hunter Line)

To Whom It May Concern,

Please find enclosed our documents for application for minor variance in the construction of a detached garage / shop on our current property beside our home.

We are seeking the variance for two items:

- Side yard setback of 1.5 meters (versus 5 meters) as moving it in from the lot line by 5 meters pushes the shop too close to the house
- Height allowance of the additional 20.5 inches. These inches are required to allow the roof pitch of the shop to match the roof pitch of our existing home for esthetic purposes and roadside appeal

As suggested, we have spoken to our adjacent neighbours about the minor variance who own the farmland property surrounding us about this minor variance and we see no issue.

If you require anything further from us please let us know.

Thank you



Stephanie Farrow
519-870-5607



Ken Farrow
519-870-6936

Ken Farrow
46998 Crossley-Hunter Line
Belmont ON N0L 1B0

January 20, 2022

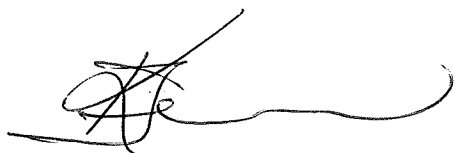
Township of Malahide
87 John Street South
Aylmer ON N5H 2C3

Re: Application for Minor Variance – Farrow (46998 Crossley- Hunter Line)

To Whom It May Concern,

I am one of the owners of the lands which are the subject of the above described application. Please consider this correspondence as my authorization for Stephanie Farrow to act on my behalf on all matters with respect to the accompanying application as well as any related planning applications.

Thank you

A handwritten signature in black ink, appearing to be 'Ken Farrow', with a long horizontal flourish extending to the right.

Ken Farrow
519-870-6936

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

Planning Act, R.S.O. 1990, O.Reg 200/96 as amended

The undersigned hereby applies to the Committee of Adjustment for the

TOWNSHIP OF MALAHIDE

under Section 45 of the Planning Act, R.S.O. 1990 for relief, as described in this application, from By-Law No. 05-27 Township of Malahide.

1. OWNER(S)

- a) Name Ken + Stephanie Farrow
- b) Mailing Address 46998 Crossley-Hunter Line
Belmont ON N0L1B0
- c) Telephone No. 519-870-5607
- d) Fax No. 519-644-2640

2. SOLICITOR / AUTHORIZED AGENT

- a) Name _____
- b) Mailing Address _____
- c) Telephone No. _____
- d) Fax No. _____

3. LOCATION OF LAND

- a) Lot and Plan or Concession No. Part of Lot 21, Concession 9, South Dorchester, Designated as Part 1, 11R-8906, Township of Malahide, County of Elgin
- b) Street No. and Name 46998 Crossley-Hunter Line, Belmont ON N0L1B0

4. Names and address of any mortgages, holders and charges or other encumbrances:

Name: Address:

Ken + Stephanie Farrow - 46998 Crossley-Hunter Line Belmont ON
Manulife One - home equity line of credit - current balance zero \$

5. Nature and extent of relief applied for:

Minor variance for Accessory Building (Detached Shop/Garage) per:

- Side Yard set back 1.5 m (vs. 5 m in bylaw)
- Building height 20'-8 1/2" (vs. 19'6" in bylaw) - grade to midpoint measurement

6. Why is it not possible to comply with the provisions of the Bylaw?

- Side yard - 5 m side yard set back would put shop/garage too close to the house (see site plan) 1.5 m still plenty of room beside neighboring field
- Height - Plans are 20 1/2" higher than bylaw as the roof pitch was designed to match the house roof pitch for aesthetic purposes + roadside appeal. (1 1/2" difference)

7. Dimensions of the land affected:

- a) Frontage (m) 55 m
- b) Depth (m) 155 m
- c) Area (sq.m / ha) 8000 m²

8. Particulars of all buildings and structures on or proposed for the subject land (specify ground floor area, gross floor area, number of storeys, width, length, height, etc.)

- a) Existing Ranch family home - 370 m² (15 m W x 24 m L x 7 m h)

- b) Proposed Build detached garage/shop on property beside existing home to store boat/trailer plus attic storage space
153 m² (10.97 m W x 14.02 m L x 6.29 m H)

9. Date of acquisition of subject land: July 29, 2011

10. Date of construction of all buildings and structures on subject lands: April 2013

11. Existing uses of the subject property:

Family home - principal residence

12. Length of time and existing uses to the subject property have continued: 9 years

13. Existing uses of abutting properties:

- | | |
|----------|---|
| a) North | <u>Farmland</u> |
| b) East | <u>Farmland</u> |
| c) South | <u>Crossley-Hunter Line (Farm + Farmland)</u> |
| d) West | <u>Farmland</u> |

14. Services available (check appropriate space(s))

a) Method of Water Supply (if applicable)

- | | | | |
|----------------------------|--------------------------|-------------------------|-------------------------------------|
| Public Water Supply System | <input type="checkbox"/> | Private Individual Well | <input checked="" type="checkbox"/> |
| Private Communal Well | <input type="checkbox"/> | Other (please specify) | |

b) Method of Sanitary Waste Disposal (if applicable)

- | | | | |
|--|-------------------------------------|-------------------------|--------------------------|
| Private Septic Tank and
Tile Field System | <input checked="" type="checkbox"/> | Private Communal System | <input type="checkbox"/> |
| | | Other (please specify) | |

15. Applicable Official Plan designation(s): Agriculture

16. Applicable Zoning By-law zone(s): Small Lot Agricultural (A4) Zone

17. Has the owner previously applied for a minor variance in respect to the subject property?

- a) Yes ☐ No ☒

If Yes, describe briefly:

18. Is the subject property the subject of a current application of consent / severance?

- Yes ☐ No ☒

REQUIRED SKETCH FOR MINOR VARIANCE APPLICATIONS

APPLICANT NAME

Stephanie Farrow and Kenneth

ADDRESS

46998 Crossley - Hunter Line Belmont ON NOL 180

Lot Part of Lot 21

Concession

9 South Dorchester
Designated as Part 1

Municipality

Township of Malahide,
County of Egin

Registration Plan No.

11R-8906

Quarter of Township Lot

N.E. ☐N.W. ☐S.W. ☐S.E. ☐

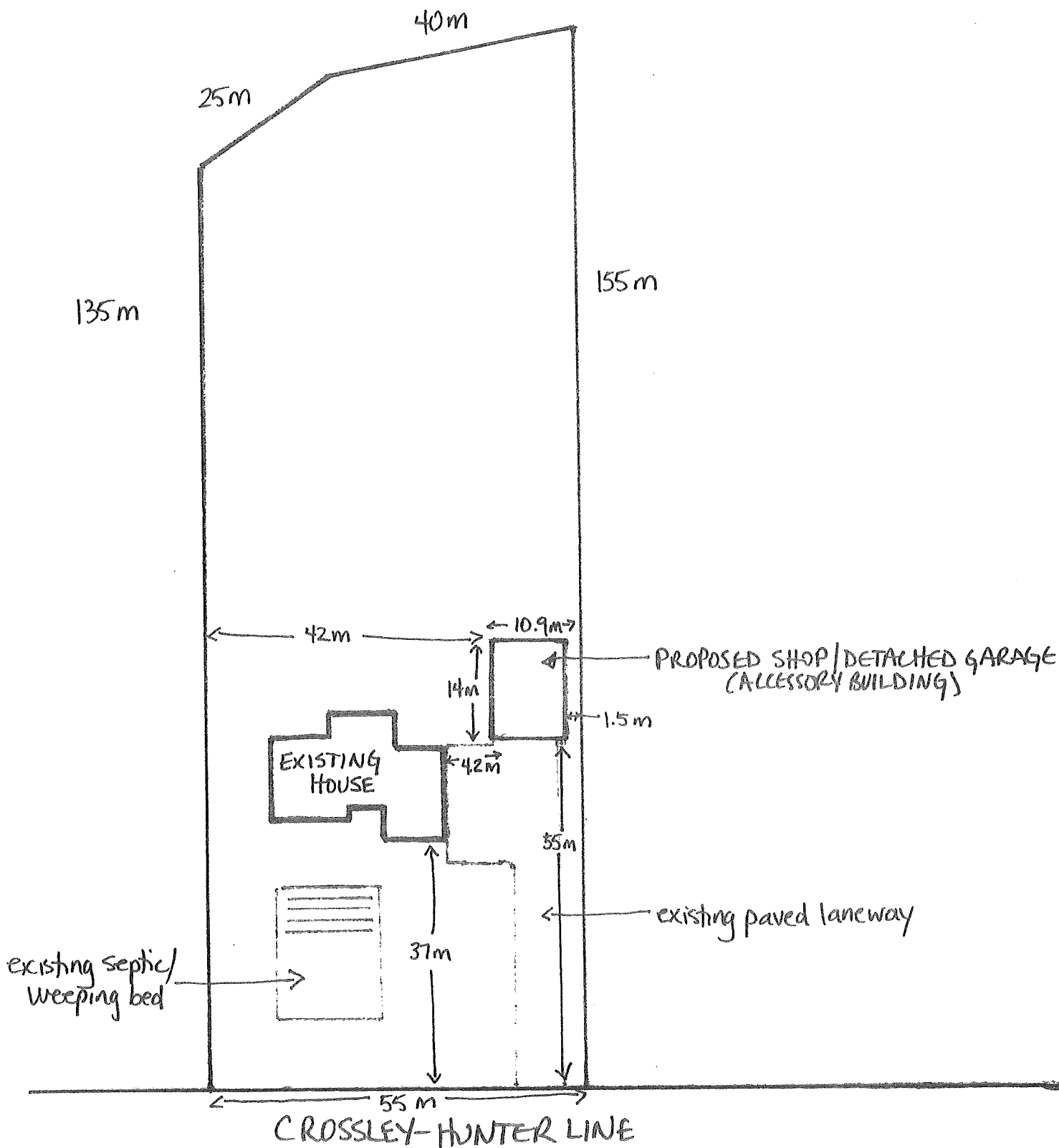
See Sketch Instructions on the following page.

Please see attached site plan.

RETURN THIS SKETCH WITH APPLICATION FORM -
NOTE: WITHOUT A SKETCH AN APPLICATION CANNOT BE PROCESSED

ALL DIMENSIONS MUST BE IN METRIC

SITE PLAN - 46998 CROSSLEY-HUNTER LINE



GENERAL NOTES:

1. Contractor to Check and Verify any Discrepancies Prior to Construction
2. Drawings are to be Read and NOT to be Modified
3. All Construction Materials and Equipment to Adhere to the Latest Edition of the OBC & Local By-Laws
4. All Construction to be in Accordance with Approved Structural Engineer's Review, Calculable Loads/Size Stamp and Approval
5. All Foundations to Bear on Undisturbed Soil
6. All Exterior Foundation Walls to Extend Down Below Local Frost Levels
7. Refer to Plans, Cross Sections and Details for All Typical Construction Details and Notes
8. Location of All Services to be Verified by Owner/Contractor
9. Roof Truss and Girders Design by Truss Manufacturer Provide Temporary Bracing for Columns and Walls until Final Bracing is Complete
10. Minimum 7 Day Battery Back up if Hard Wired
11. All Window and Door Openings in Exterior / Interior Load Bearing Walls c/w 1" x 6" Jack Stud and 1" c/c. King Stud at Bottom End of Header Unless Noted Otherwise
12. Provide Continuous Bearing to Foundation Wall / Footings through Floor Slabs as per Manufacturer's Specifications

DESIGN NOTES:

1. Ground Snow Load - 1.70Kpa (35.5 psf)
2. Dead Load - 0.72Kpa (15 psf)
3. Live Load - 2.40Kpa (50 psf)
4. Wind Load - 1.15K (25 psf)
5. All Construction to Conform to OBC 2012
6. All Construction to be in Accordance with Applicable Codes Listed for Minimum Construction Requirements, Project Site Conditions and Applicable Project Design

SEISMIC DATA

- Sa (0.2) = 0.160
- Sa (0.5) = 0.097
- Sa (1.0) = 0.070
- Sa (2.0) = 0.017
- PGA = 0.085

girard
ENGINEERING

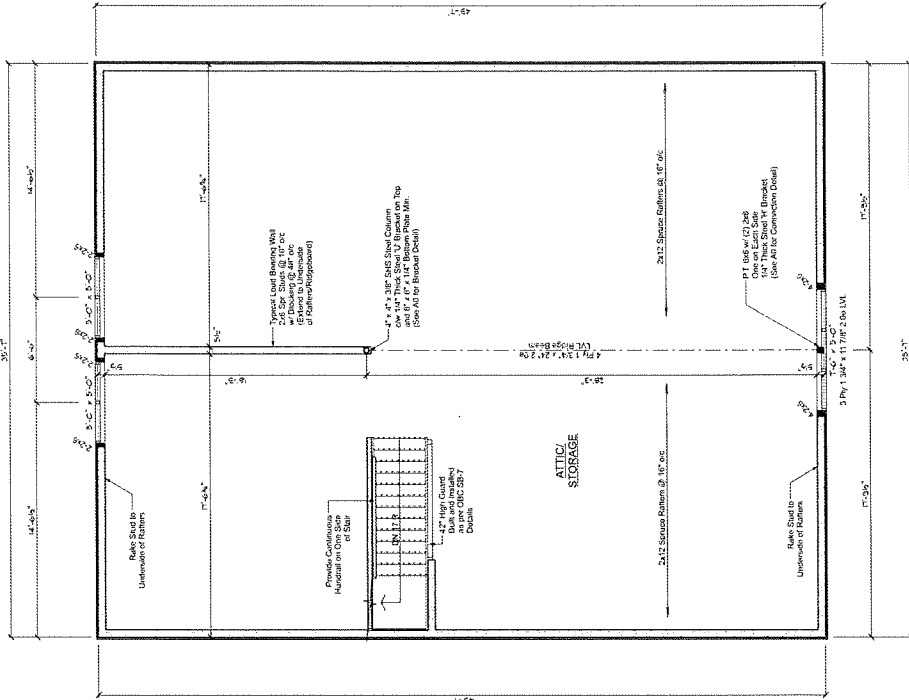
2478153 Ontario Inc. c/o Girard Engineering
332 Main Street West, P.O. Box 98
Belmont, ON L9Y 4K1
519-875-0375 ext. 110
519-875-0356 fax
Email: info@girardengineering.ca

PROPOSED NEW GARAGE:
KEN & STEPHANIE FARROW
2478153 ONTARIO INC. c/o GIRARD ENGINEERING
BELMONT, ON
N.O.L. 180

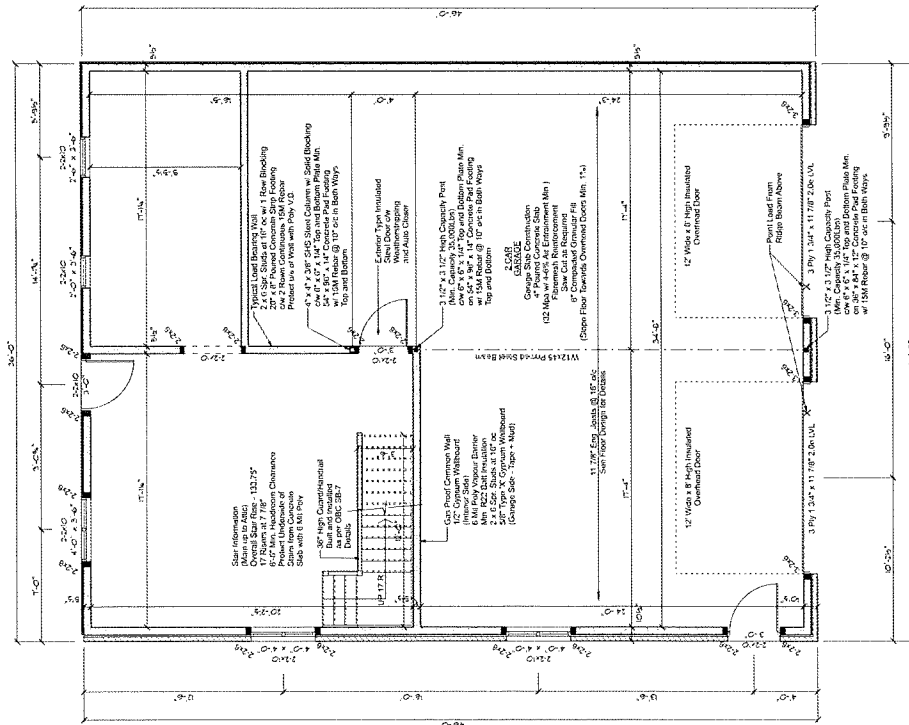
DATE	REVISION	DESIGN	CHECK

FLOOR PLANS / ELEVATION
DRAWN: D. GIBBY
SCALE: AS NOTED
DESIGNED BY: DT/MV
CHECKED BY: DT/MV
DATE: 06.1.2021
JOB NO.: 21-316

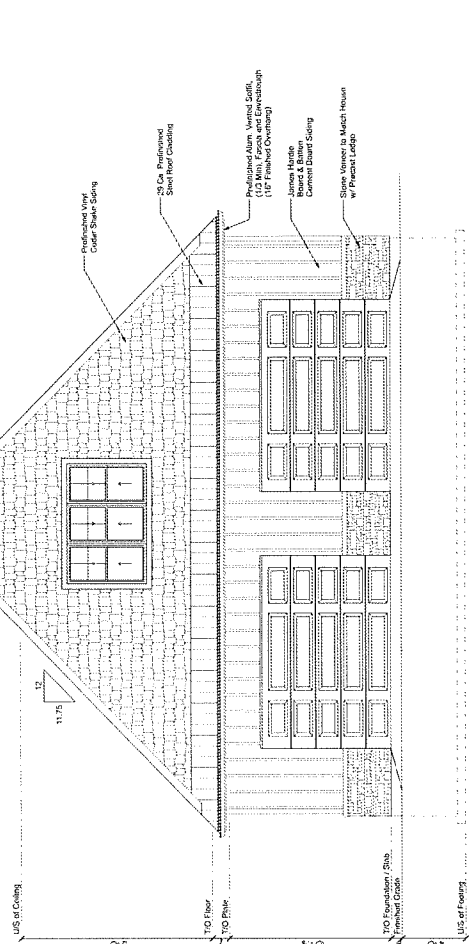
A1



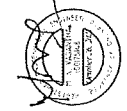
MAIN FLOOR
SCALE: 3/16" = 1'-0"



FRONT ELEVATION
SCALE: 3/16" = 1'-0"



ATTIC
SCALE: 3/16" = 1'-0"



- Min. Concrete Strength (28 day) -
35 Mpa (3000 psf)
Steel Strength - 400Mpa (60 Ksi)
Assumed Soil Bearing Capacity
2500 psf)

- Contractor to Check and Verify any Discrepancies Prior to Construction Drawings are to Be Read and NOT to Be Sealed
- All Construction Materials and Equipment to Adhere to the Latest Edition of the OBC & Local By-Laws
- All Structural Elements not Obtainable Through OBC Charts to Be Engineer Approved (Structural Engineer to Visit and Verify All Calculations Load Size Stamp and Seal)
- All Footings to Bear on Undisrupted Soil
- Extend Foundation Walls to Extend Down Below Local Frost Levels (i.e. Min. cover)
- Refer to Plans, Cross Sections and Details for All Typical Construction Details and Notes
- 100% Min. Coverage for Robo Coverage
- 100% Min. Coverage to be Verified
- By Owner/ Contractor

Roof Truss and Girder Design by Truss Manufacturer Provide Temporary Bracing for Columns and Walls until Final Bracing is Complete

Smoke Detectors / Alarms to Have
Minimum 7 Day Battery Back up
(Hard Wired)

AB Window and Door Openings in Exterior / Interior Load Bearing Walls
 Allow 1 ea. Jack Stud and 1 ea. King Stud at Either End of Header Unless Indicated Otherwise

Provide Continuous Bearings to Foundation Wall / Footings Through Floor System as per Manufacturer's Specifications

Ground Snow Load - 1.70Kpa (35.5 psf)
Dead Load - 0.72Kpa (15 psf)
Snow Reduction Factor - 0.8
Wind Load (1/50) - 0.47 Kpa (9.8 psf)

All Construction to Conform to CBC 2012
Part 9 Contractor to Refer to
Applicable Codes Listed for Minimum
Construction Requirements, Project Site
Conditions and Applicable Project
Design

5a (0.2) - 0.160
5a (0.5) - 0.097
5a (1.0) - 0.056
5a (2.0) - 0.017
pGA - 0.086

DATE	REVISION	DRAWN	CHECKED

CLIENTS AND CONTRACTORS SHALL REVIEW ALL DRAWINGS AND VERIFY ALL DIMENSIONS ON DRAWINGS REPORT ANY DISCREPANCIES TO THE DESIGNER BEFORE PROCEEDING. DRAWINGS ARE TO BE READ AND NOT SCALED

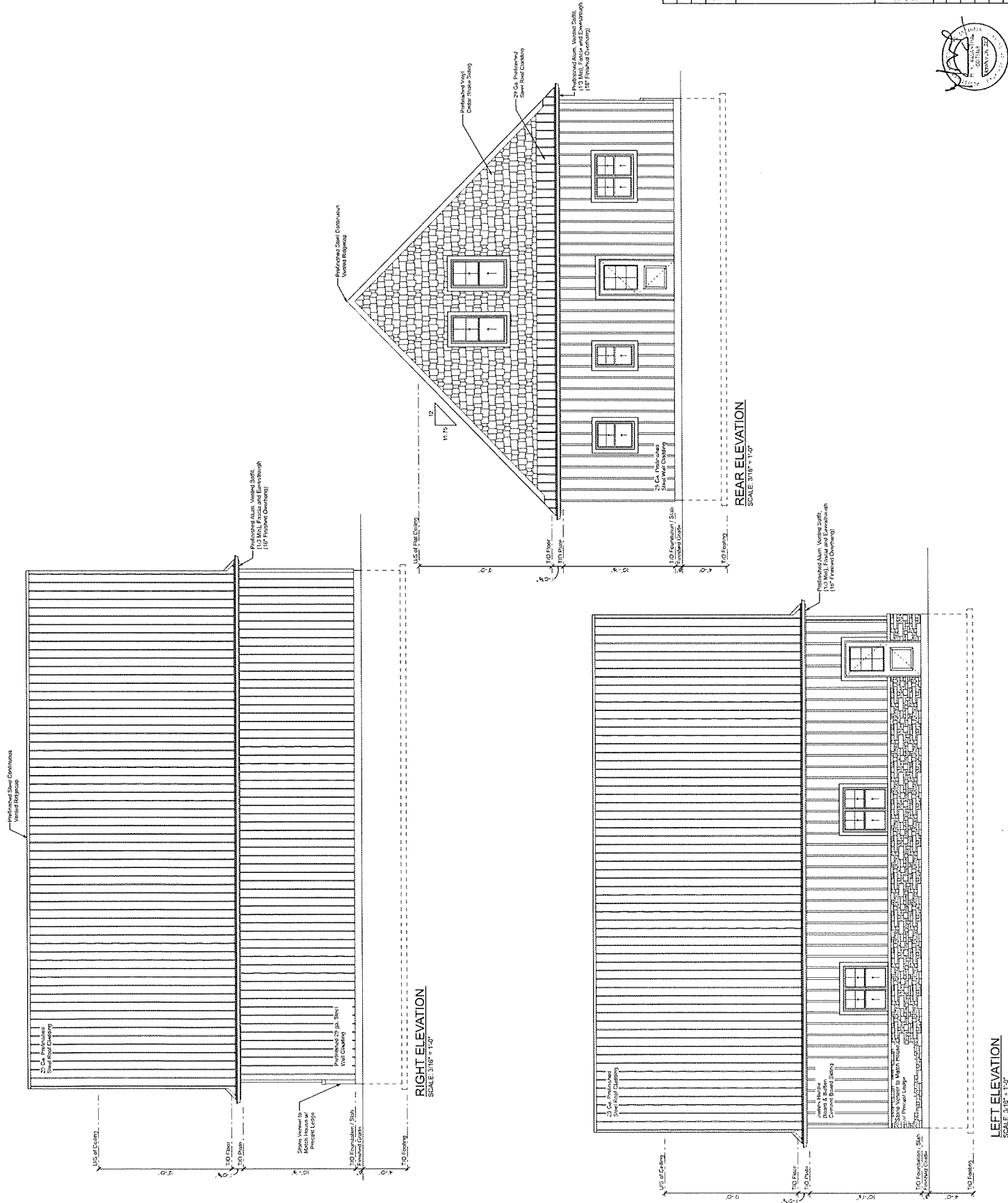
GIN / SCHAFFER / STYFW-BY

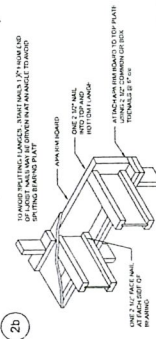
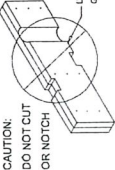
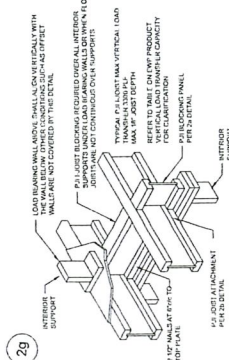
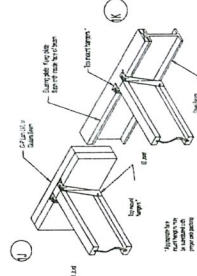
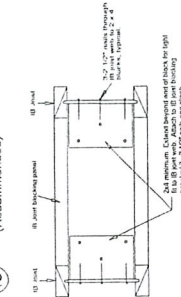
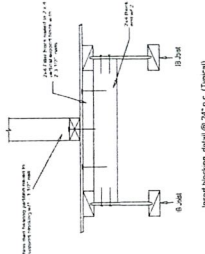
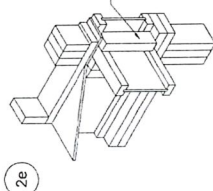
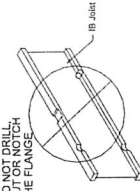


247855 Ontario Inc. c/o Grand Engineering
212 Main Street West, P.O. Box 98
Ottawa, ON K0J 1P0
519-879-6575 ext.
519-879-6576 ext.

KEN & STEPHANIE FARROW
46998 CROSSLEY-HUNTER LINE
BELMONT, ON
N9L 1R0

DRAWN BY: DE/MV
 DESIGNED BY: DE/MV
 CHECKED BY: DE/MV
 DATE: OCT, 2021
 JOB NO.: 21-018

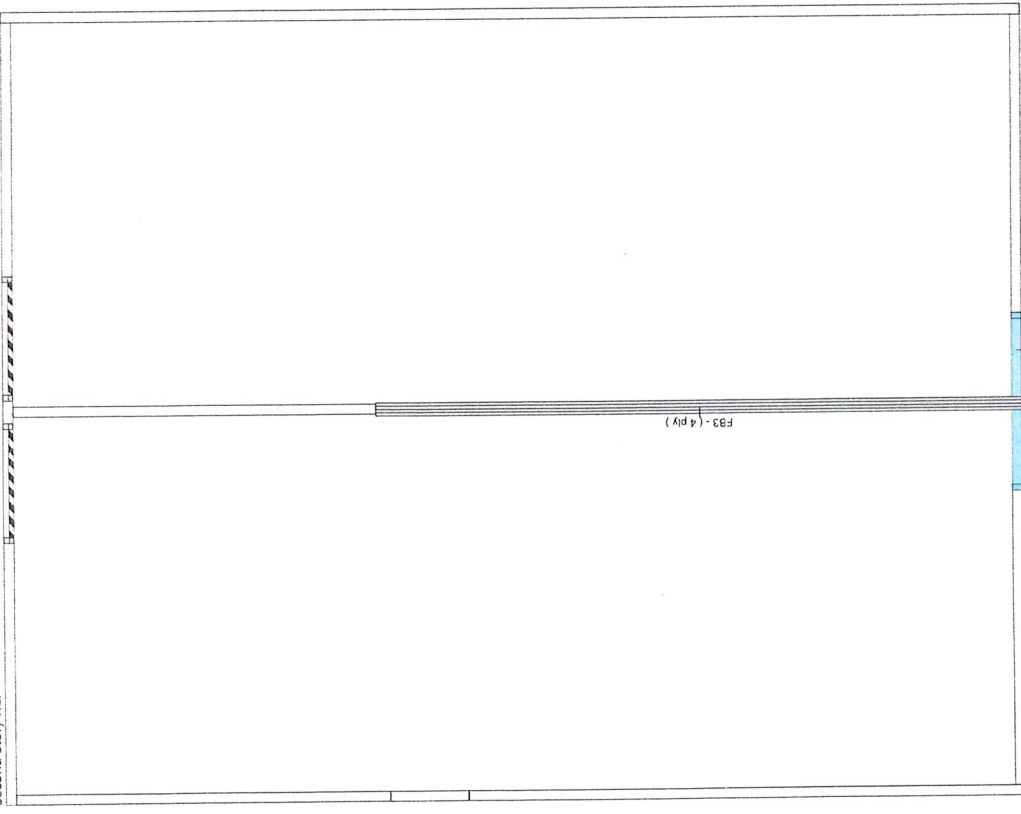


[illegible]

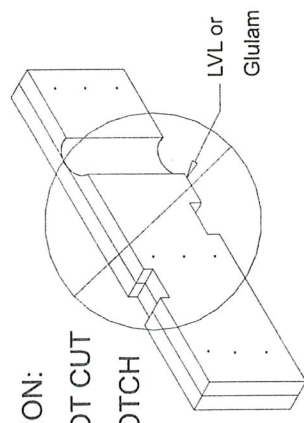
VUL/SLS		Description		Width	Depth	Qty	Plies	Pcs	Length
Label									
H82		West Faerø 2.0 VUL	1.75	11.875	1	3		3	18'-0" x 14'-0"
H83		West Faerø 2.0 VUL	1.75	11.875	2	4		4	18'-0" x 14'-0"
H81		West Faerø 2.0 VUL	1.75	11.875	1	1		1	4'-0" x 4'-0"
Joist		Description		Width	Depth	Qty	Plies	Pcs	Length
Label									
J2		JH-40	2.5	11.875				51	26'-0"
J3		JH-40	2.5	11.875				3	18'-0"
J1		JH-40	2.5	11.875				3	6'-0"
Rim Board		Description		Width	Depth	Qty	Plies	Pcs	Length
Label									
R1		1/8" Rim Board 1.125 X 11.875	1.125	11.875				15	12'-0"
Blocking		Description		Width	Depth	Qty	Plies	Pcs	Length
Label									
BK1		BH-40	2.5	11.875				Values	25'-0"
Hanger		Description		Width	Depth	Qty	Plies	Pcs	Length
Label									
H1		H4611712							
H2		H1252118							
		Slope		Beam/Grider fasteners		Supported Members fasteners			
			10.10d						
			6.10d x 1/2						2.10d x 1/2

This placement plan is to be used as an installation guide only. It is meant to be used in conjunction with the manufacturer's installation guide, the architectural and structural drawings, and not to replace them.

Second Story RCP



CAUTION:
DO NOT CUT
OR NOTCH





Springfield

Building Components

51276 Ben McNeil Lane
Springfield, Ontario
(416) 765-0723

Layout Name

Ken B. Stephens farm

Project

21-201

Shipping

46998 Crossley-Hunter Inc. Belmont, ON

Created

September 28, 2021

Designer

Nick Kerkvliet

Second Story RCP

Design Method

Building Code

Floor

Loads

Dead

Deflection Joist

LL Span L/

TL Span L/

Deflection Flush Girder

LL Span L/

TL Span L/

Deflection Dropped Girder

LL Span L/

TL Span L/

Deflection Header

LL Span L/

TL Span L/

Decking

Thickness

Fastener

Vibration

LSD (Gawasa)

NBCC 2015 / CBC 2012

40

15

480

240

480

240

480

240

480

240

480

240

SPF 33

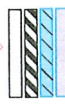
3/4"

Nailed & Glued

Steel and dimensional lumber beams are indicated on the plan are for reference only and to be supplied and specified by others.

All headers are designed to have 5" of bearing on each side of the rough load provided. If the rough load is not provided, the headers shall be otherwise noted on the plan.

Legend



Lead from Above

Wall

Wall Opening

West Fraser 2.0 LVL 1.75 X 9.5 (Dropped)


West Fraser 2.0 LVL 1.75 X 24

Second Story RCP

Label	Description	Width	Depth	Qty	Piles	Pcs	Length
Hd4	West Fraser 2.0 LVL	1.75	9.5	1	3	3	8'-0"
F33	West Fraser 2.0 LVL	1.75	24	1	4	4	30'-0"

Schedule 1: Designer Information

Use one form for each individual who reviews and takes responsibility for design activities with respect to the project.

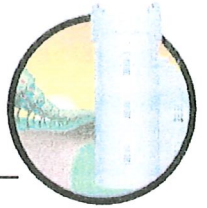
A. Project Information															
Building number, street name 46998 Crossley-Hunter Line - Belmont		Unit no.	Lot/con.												
Municipality Malahide Township	Postal code	Plan number/ other description													
B. Individual who reviews and takes responsibility for design activities															
Name Madana Vasantha, P.Eng.		Firm 2478153 Ontairo Inc. o/a Girard Engineering													
Street address 212 Main Street West - P.O. Box 98 - Otterville		Unit no.	Lot/con.												
Municipality Norwich Township	Postal code N0J 1R0	Province Ontario	E-mail info@girardengineering.ca												
Telephone number (519) 879-6875	Fax number ()	Cell number ()													
C. Design activities undertaken by individual identified in Section B. [Building Code Table 3.5.2.1. of Division C]															
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> House</td> <td><input type="checkbox"/> HVAC – House</td> <td><input checked="" type="checkbox"/> Building Structural</td> </tr> <tr> <td><input checked="" type="checkbox"/> Small Buildings</td> <td><input type="checkbox"/> Building Services</td> <td><input type="checkbox"/> Plumbing – House</td> </tr> <tr> <td><input type="checkbox"/> Large Buildings</td> <td><input type="checkbox"/> Detection, Lighting and Power</td> <td><input type="checkbox"/> Plumbing – All Buildings</td> </tr> <tr> <td><input type="checkbox"/> Complex Buildings</td> <td><input type="checkbox"/> Fire Protection</td> <td><input type="checkbox"/> On-site Sewage Systems</td> </tr> </table>				<input type="checkbox"/> House	<input type="checkbox"/> HVAC – House	<input checked="" type="checkbox"/> Building Structural	<input checked="" type="checkbox"/> Small Buildings	<input type="checkbox"/> Building Services	<input type="checkbox"/> Plumbing – House	<input type="checkbox"/> Large Buildings	<input type="checkbox"/> Detection, Lighting and Power	<input type="checkbox"/> Plumbing – All Buildings	<input type="checkbox"/> Complex Buildings	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> On-site Sewage Systems
<input type="checkbox"/> House	<input type="checkbox"/> HVAC – House	<input checked="" type="checkbox"/> Building Structural													
<input checked="" type="checkbox"/> Small Buildings	<input type="checkbox"/> Building Services	<input type="checkbox"/> Plumbing – House													
<input type="checkbox"/> Large Buildings	<input type="checkbox"/> Detection, Lighting and Power	<input type="checkbox"/> Plumbing – All Buildings													
<input type="checkbox"/> Complex Buildings	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> On-site Sewage Systems													
Description of designer's work Part 9 and Structural Review of Proposed New Garage Plans as prepared by Springfield Rona for Ken & Stephanie Farrow															
D. Declaration of Designer															
I <u>Madana Vasantha</u> declare that (choose one as appropriate): (print name)															
<input type="checkbox"/> I review and take responsibility for the design work on behalf of a firm registered under subsection 3.2.4. of Division C, of the Building Code. I am qualified, and the firm is registered, in the appropriate classes/categories. Individual BCIN: _____ Firm BCIN: _____															
<input type="checkbox"/> I review and take responsibility for the design and am qualified in the appropriate category as an "other designer" under subsection 3.2.5. of Division C, of the Building Code. Individual BCIN: _____ Basis for exemption from registration: _____															
<input checked="" type="checkbox"/> The design work is exempt from the registration and qualification requirements of the Building Code. Basis for exemption from registration and qualification: <u>Professional Engineer</u>															
I certify that:															
1. The information contained in this schedule is true to the best of my knowledge.															
2. I have submitted this application with the knowledge and consent of the firm.															
October 26, 2021															
Date		Signature of Designer													

NOTE:

- For the purposes of this form, "individual" means the "person" referred to in Clause 3.2.4.7(1) d) of Division C, Article 3.2.5.1. of Division C, and all other persons who are exempt from qualification under Subsections 3.2.4. and 3.2.5. of Division C.
- Schedule 1 is not required to be completed by a holder of a license, temporary license, or a certificate of authorization, issued by the Ontario Association of Architects. Schedule 1 is also not required to be completed by a holder of a license to practise, a limited license to practise, or a certificate of authorization, issued by the Association of Professional Engineers of Ontario.

87 John Street South
Aylmer, On N5H 2C3
Telephone: 519-773-5344
Fax: 519-773-5334
www.malahide.ca

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




Lot Grading Exemption

Name of Property Owner: Stephanie Farrow and Kenneth Farrow Bldg Permit #: _____

Address: 46998 Crossley-Hunter Line Email: steph@farrowfinancial.ca
Belmont ON N0L 1B0 Phone: 519-870-5607

Description of Work: Building detached garage/shop on property beside existing home.

Municipal Drain on the Property? Y / N Drain Name: _____



Indicate North

Please see attached site plan

Sketch or Attach Plan (indicate location of proposed work)

[Signature] I have read, understand and agree to the conditions set forth on this exemption and assume all responsibility for any
(initial) flooding or drainage dispute which may arise as a result of this construction; and

[Signature] I indemnify and hold harmless the Township of Malahide from any actions, claims, suits or demands made by any
(initial) person(s) arising out of the issuance of this exemption; and

[Signature] I acknowledge that approval of this exemption does not preclude the applicant from any and all obligations under the
(initial) Ontario Building Code, Ontario Drain Act, any other applicable regulations or by-law and/or their legal obligations.

[Signature]
Signature of Applicant

Nov 3/2021
Date

[OFFICE USE ONLY]

Special Conditions:

Matt Sweetland
Director of Physical Services

Date



Report to Council

REPORT NO.: DS-22-09
DATE: February 17, 2022
ATTACHMENT: Report Photo and Application
SUBJECT: MINOR VARIANCE APPLICATION NO. D13-MV-02-22 OF
 MICHAEL LEMKO AND MELISSA HARRIS-LEMKO

Recommendation:

THAT Report No. DS-22-09 entitled “Minor Variance Application No. D13-MV-02-22 of Michael Lemko And Melissa Harris-Lemko” and affecting lands described as Part of Lot 74, Concession North of Talbot Road; Part 1 of RP 11R1783, in the Geographic Township of Malahide, Township of Malahide (9846 Springwater Road) be received;

AND THAT the Township of Malahide Committee of Adjustment APPROVE Minor Variance Application No. D13-MV-02-22 to permit the construction of a 223 square metre (approximately 2,400 square feet) accessory building to be situated 1.8 metres (approximately 6 feet) from the southern side lot line;

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

- 1) That the owner/applicant obtain the necessary Building Permit within 1 year from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,**
- 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.**

Background:

The subject Application relates to the property located at Part of Lot 74, Concession North of Talbot Road; known municipally as 9846 Springwater Road. The Application

seeks relief from the requirements of the Township of Malahide Zoning By-law which limit maximum floor area to 200 square meters for accessory buildings, and regulates accessory structures from being located within the required 5.0 meter interior side yard.

Notice of Public Hearing was given in accordance with Planning Act regulations. Any comments received in response to the Notice of Public Hearing will be reported on at the February 17, 2022 hearing.

Township Planning Staff have reviewed and considered the merits of the Application against applicable Official Plan policies, the Township's adopted Zoning By-law, and all (if any) of the correspondence received as of the date of writing and recommends that the Committee of Adjustment approve Application No. D13-MV-02-22.

Comments/Analysis:

The subject property is 6,596.3 square meters (approx. 1.6 acres) in area, and has 63.8 meters (approximately 210 feet) of frontage along Springwater Road. There is an existing single-detached dwelling and two small detached accessory buildings. The subject property is bounded by a non-farm residential use to the west, and agricultural land to the north, east and south. Ravine lands associated with the Catfish Creek are adjacent to the south of the subject property.

County of Elgin Official Plan

The subject property is designated "Agriculture Area" on Schedule 'A', Land Use Plan. The subject property has no noted areas on Schedule 'C' (Aggregate and Petroleum Resources) and Appendix 1, (Environmental Resource Areas) of the County Official Plan. In addition to the above, the subject property is identified as having frontage along a "County Collector" on Schedule 'B', "Transportation Plan".

Malahide Official Plan

The subject property is designated "Agriculture" on Schedule 'A1' (Land Use Plan) and a large portion is "Hazard Lands" on Schedule 'A2' (Constraints Plan). The proposed accessory building would not be situated in the "Hazard Lands". The Agriculture policies of Section 2.1 of the Official Plan applies to this development. The proposed development is in conformity with these policies.

Malahide Zoning By-law No. 18-22

The subject property is within the "Small Lot Agricultural (A4) Zone" is on Key Map 42 of Schedule "A" to the Township's Zoning By-law No. 18-22, and a large portion of the subject property is identified as lands regulated by the Catfish Creek Conservation Authority (CCCA). The proposed accessory building would not be situated in the regulated lands.

The “A4” zone requires the following with regard to Interior Side Yard Width and Maximum floor area for accessory buildings:

“Small Lot Agricultural (A4) Zone”	Required:	Proposed:
Side Yard Width - Interior (m) (min.)	5.0m	1.8m
Floor Area (m) (max)	200m ²	222.9 m ²

Public/Agency Comments Received

Notice of Public Hearing was given in accordance with Planning Act regulations. As of the date of writing this report, the following has been received:

- The Catfish Creek Conservation Authority (CCCA) (letter dated February 7, 2022) has no objections to the application.

There have been no comments received from the general public as of the date of writing this report.

When reviewing an application for a minor variance, Section 45(1) of the Planning Act, R.S.O., 1990 requires that the Committee of Adjustment apply four specific tests. These 4 tests are as follows: maintains the general intent and purpose of the Official Plan; maintains the general intent and purpose of the By-law; the application is "minor" in nature; and, the proposed development is desirable for the appropriate development or use of the subject property.

As described in the application, the proposed storage building is desired to “accommodate a motorhome and enclosed trailer”. The small existing accessory building to the south of the dwelling would be demolished and replaced. Although the proposed storage building’s floor area of 222.9 meters squared (2,400 feet squared) is larger than the existing dwelling’s floor area of 158.3 meters squared (1,704 feet squared), such is common on larger, rural properties, and the architecture of the proposed building will complement the rural residential use of the property. Also, the proposed use of the storage building will be accessory to the principle use of the property, being residential. Staff note that the permitted floor area of an accessory building of 200 meters squared is also larger than the existing dwelling’s floor area. The reduced side yard setback is necessary to accomodate turning access from the exisitng paved driveway into the proposed storage building.

The Township Planning Staff have no concerns with this application provided that the standard conditions be applied(built at location and as per drawings within 1 year).

Financial Implications to Budget:

The full cost of the minor variance process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

Relationship to Cultivating Malahide:

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

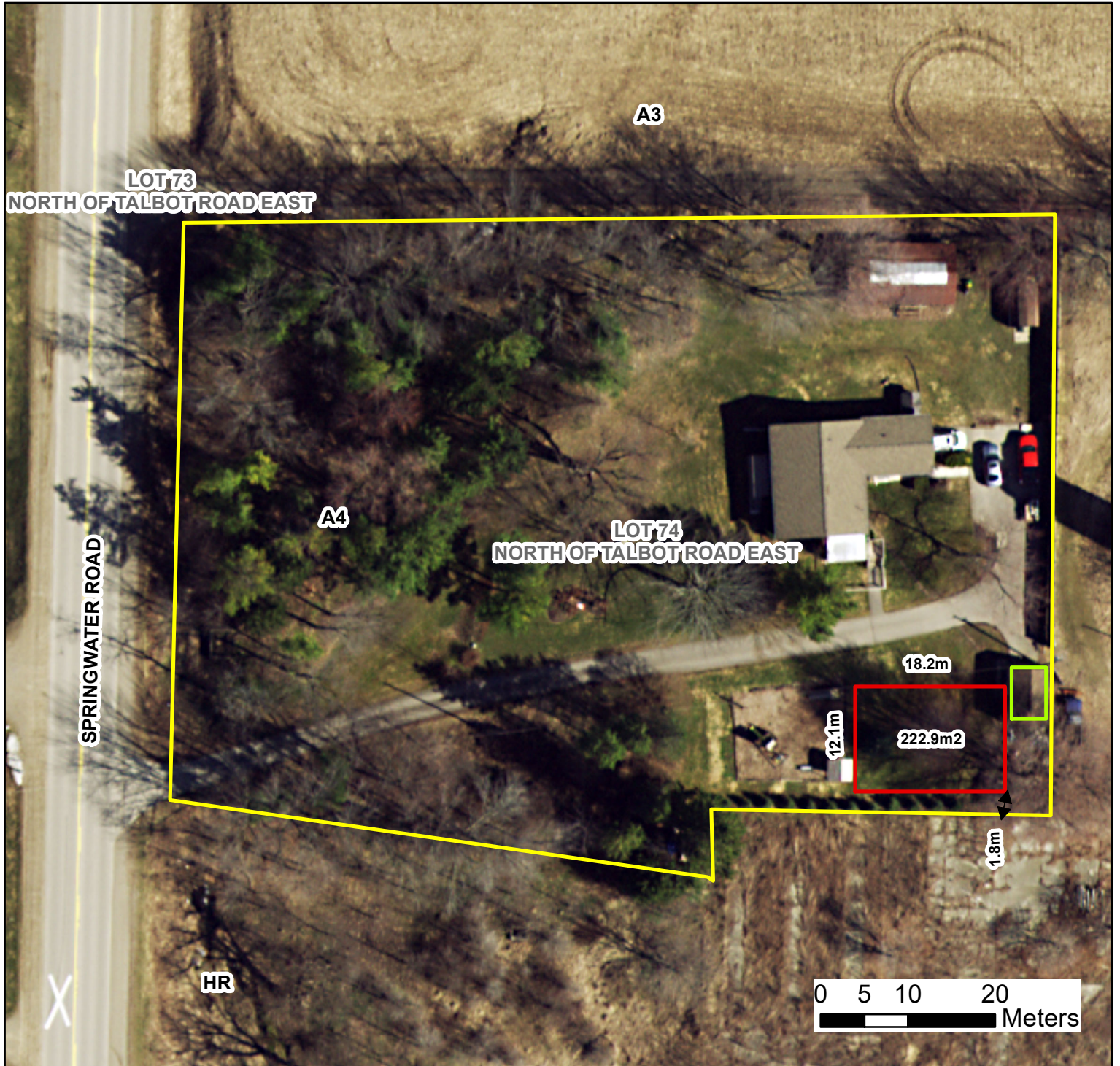
One of the goals that support the “Our Land” and “Our Community” Strategic Pillars is “Promote new development in a responsible manner that directs growth to appropriate areas with the Township”.

Submitted by:	Reviewed by:
Christine Strupat, CPT Development Services Technician/ Assistant Planner	Adam Betteridge, MCIP, RPP Director of Development Services

APPLICATION FOR A MINOR VARIANCE
MICHAEL LEMKO AND MELISSA HARRIS-LEMKO

9846 Springwater Road
Part of Lot 74, Concession North of Talbot Road
Former Geographic Township of Malahide
Township of Malahide

**Township
of Malahide
Figure 1**



OFFICIAL PLAN DESIGNATION
Agriculture

ZONING
A4 Small Lot Agricultural



Proposed accessory building



Accessory building to be demolished



APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

Planning Act, R.S.O. 1990, O.Reg 200/96 as amended

The undersigned hereby applies to the Committee of Adjustment for the

TOWNSHIP OF MALAHIDE

under Section 45 of the Planning Act, R.S.O. 1990 for relief, as described in this application, from By-Law No. 05-27 Township of Malahide.

1. OWNER(S)

- a) Name MIKE LEMKO + MELISSA HARRIS-LEMKO
- b) Mailing Address 9846 SPRINGWATER ROAD
AYLMER ONT. N5H-2R6
- c) Telephone No. H 519-773-8217 C. 519-520-7842
- d) Fax No. N/A

2. SOLICITOR / AUTHORIZED AGENT

- a) Name N/A
- b) Mailing Address _____
- c) Telephone No. _____
- d) Fax No. _____

3. LOCATION OF LAND

- a) Lot and Plan or Concession No. MALAHIDE CON NTR PT LOT 74; RP 11R1783 Part 1
- b) Street No. and Name 9846 SPRINGWATER RD.

4. Names and address of any mortgages, holders and charges or other encumbrances:

Name:

Address:

CIBC (AYLMER) - 86 TALBOT ST E AYLMEER ONT. N5H-1H5
↳ MORTGAGE.

5. Nature and extent of relief applied for:

- BUILD PROPOSED BUILDING AT 6 FEET FROM SOUTHERN LOT LINE (SMALL RAISE
↳ 5m (16.4ft) IS ZONING BYLAW TO THE SOUTH)
- BUILD PROPOSED BUILDING 22.93m² LARGER THAN MAXIMUM ALLOWED (200m²)

6. Why is it not possible to comply with the provisions of the Bylaw?

- POSITIONING BUILDING CLOSER TO SOUTH LOT LINE ALLOWS TURNING ACCESS INTO BUILDING
FOR STORAGE, OTHERWISE IT WOULD BE ON EXISTING LAKEWAY (PAVED), BUILDING BIGGER WOULD
ACCOMMODATE LARGER PERSONAL EQUIPMENT - IE. MOTORHOME, ENCLOSED TRAILER ETC.
↳ 38' LONG.

7. Dimensions of the land affected:

- a) Frontage (m) 64.55m
- b) Depth (m) 94.95m
- c) Area (sq.m / ha) 6129.02 m²

8. Particulars of all buildings and structures on or proposed for the subject land (specify ground floor area, gross floor area, number of storeys, width, length, height, etc.)

- a) Existing
 - RESIDENCE - SINGLE STOREY - 30'x40' + 20'x18' = 1704 Sq. Ft.
 - FRAME BUILDING #1 - 20'x40' = 800 Sq. Ft. Single Storey Storage
 - FRAME BUILDING #2 - 14'x20' = 280 Sq. Ft. GARAGE (TO BE REMOVED UPON NEW BUILDING)
- b) Proposed
 - 40'x60 SINGLE STOREY - 2400 Sq. Ft. HEIGHT - 19' 3 1/2"
 - (12.19m x 18.288m = 222.93 m²)

9. Date of acquisition of subject land: YEAR - 2010 MONTH - MAY

10. Date of construction of all buildings and structures on subject lands:

HOUSE - 1978 OTHER STRUCTURES - UNKNOWN

11. Existing uses of the subject property:

PERSONAL RESIDENCE

12. Length of time and existing uses to the subject property have continued: _____

13. Existing uses of abutting properties:

- a) North FARM LAND
- b) East FARM LAND
- c) South BUSH LAND / RAVERNE OR Gully (UNDEVELOPABLE)
- d) West COUNTY RD No 35

14. Services available (check appropriate space(s))

a) Method of Water Supply (if applicable)

- Public Water Supply System ☐ Private Individual Well ☒
- Private Communal Well ☐ Other (please specify) _____

b) Method of Sanitary Waste Disposal (if applicable)

- Private Septic Tank and Tile Field System ☒ Private Communal System ☐
- Other (please specify) _____

ON NORTH SIDE OF RESIDENCE

15. Applicable Official Plan designation(s): _____

16. Applicable Zoning By-law zone(s): ZONED A4

17. Has the owner previously applied for a minor variance in respect to the subject property?

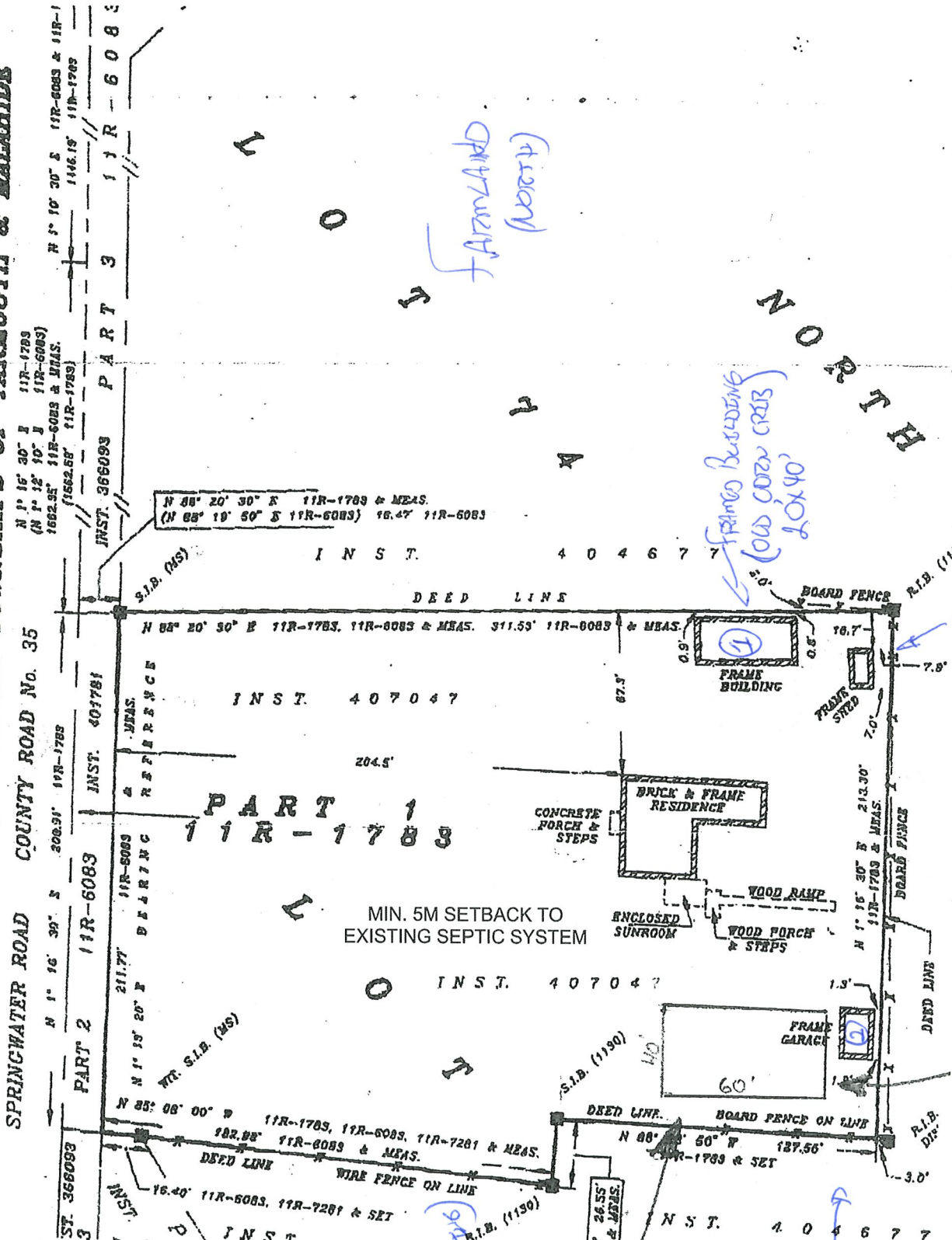
- a) Yes ☐ No ☒

If Yes, describe briefly:

18. Is the subject property the subject of a current application of consent / severance?

- Yes ☐ No ☒

ROAD ALLOWANCE BETWEEN GEOGRAPHIC TOWNSHIPS OF YARMOUTH & MALAHIDE



South Side Of
Neighbouring
Property Is A Gully

6ft off
of Property
Line (New Building)
(South Side)

Proposed 40x60
Storage Barn

Note: Frame Garage
Existing To Be
Removed

18ft off of Property Line (East Side)

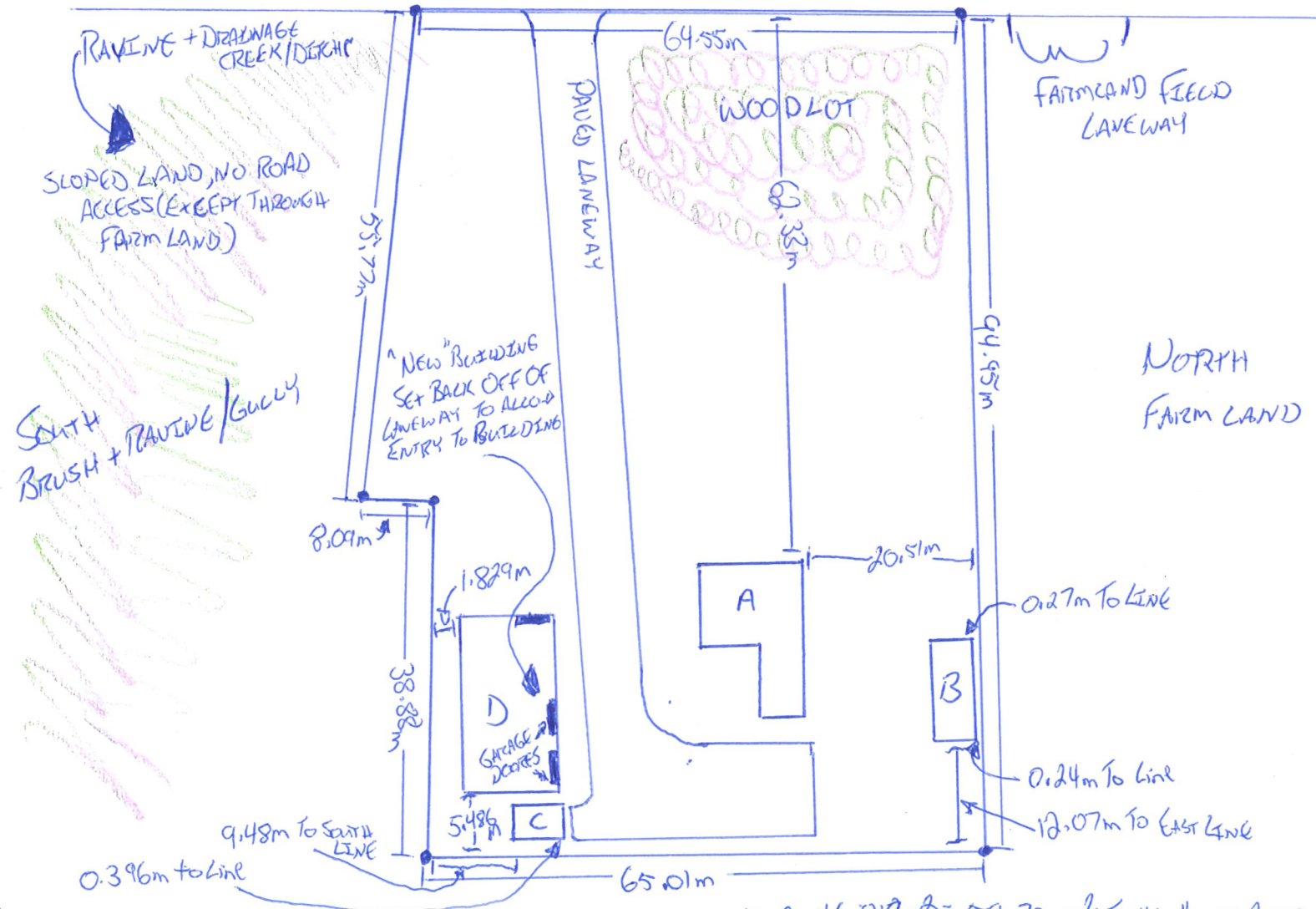
FARMLAND (EAST)

FARMLAND
(WEST)

Frames Building
(LOW CORN CRAB)
20x40'

FARMLAND (EAST)

COUNTY RD NO 35



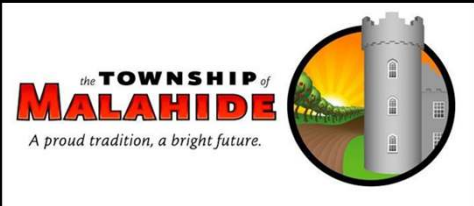
A = RESIDENCE - $9.144 \times 12.192 \text{ m} + 5.486 \times 8.534 \text{ m} = 111.48 \text{ m}^2 + 46.818 \text{ m}^2 = 59.30 \text{ m}^2$ TOTAL HOUSE AREA
 B = FRAMED BUILDING (OLD CORN CRIB) - $6.096 \times 12.192 \text{ m} = 74.32 \text{ m}^2$
 C = GARAGE - $4.267 \times 6.096 \text{ m} = 26.012 \text{ m}^2$
 D = PROPOSED BUILDING - $12.192 \times 18.288 \text{ m} = 222.97 \text{ m}^2$

NOTE: GARAGE (C) TO BE REMOVED
 FOR PROPOSED BUILDING

EAST
 FARMLAND

NOTE: I believe I'd need a
 minor variance either way in
 order to ~~enter~~ create enough room
 on North side of building in order
 to enter it on that side

2021 State of the Infrastructure and Asset Management Plan for Roads



4 ROADS MANAGEMENT SERVICES



Presentation Outline

- Asset Management Defined
- Asset Management in Ontario
- Asset Management High Level Overview
- Requirements to develop a Work Plan
- Budget, Program and Plan Development through performance modeling
- Malahide Specific issues



4 ROADS MANAGEMENT SERVICES

4

ROADS MANAGEMENT SERVICES

4 Roads / Project Manager Experience

- Municipal staff person for over 30 years, 20 at the senior management level
- Over 14 years as a consultant, over 9 as 4 Roads
- Approximately 300 Asset Management projects as a consultant and staff person



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4 ROADS MANAGEMENT SERVICES

4

ROADS MANAGEMENT SERVICES

Asset Management Defined

- Many different agencies, many definitions
- In 1999, the Transportation Association of Canada adopted a definition prepared by the U.S. Department of Transportation

“Asset Management is a framework for making cost effective resource allocation, programming and management decisions. It combines engineering principles with sound business practices and economic theory, and provides tools to facilitate a more organized, logical and comprehensive approach to decision making.”

- This definition may be applied to any asset

4

4 ROADS MANAGEMENT SERVICES

Asset Management High Level Perspective


- Municipalities are in the business of delivering services
- Service delivery is dependent upon assets
 - Roads and Bridges
 - Water and Waste Water
 - Recreation facilities
 - Offices and Works Depots
 - Fleet
 - Parks
 - Etc.....
- Maintenance of assets in good condition is critical to ensuring service delivery
- Almost every aspect of service delivery is under the Asset Management umbrella

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4 ROADS MANAGEMENT SERVICES

Asset Management Defined

- Key Themes to all definitions
 - Managing
 - Strategic
 - Effective
 - Efficient
 - \$\$\$\$\$!!
 - Service
 - Optimizing asset life cycle
 - Risk Management



6

4 ROADS MANAGEMENT SERVICES

Asset Management in Ontario Regulation 588/17

- Came into effect December 27th, 2017
- Requires a Strategic Asset Management Policy by July 1, 2019
- Requires and Asset Management Plan for Core assets by July 1, 2022
 - Roads
 - Structures >3m span
 - Water –Linear and Treatment
 - Wastewater – Linear and Treatment
 - Storm (wastewater)- Linear and Treatment


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4 ROADS MANAGEMENT SERVICES

Asset Management in Ontario Regulation 588/17

- The Policy requirement is more than a typical municipal policy
- The policy is a 'big rock' - it is how you will manage your business
- Cautionary note – read the asset management policy requirements carefully before finalizing the policy, particularly service level implications
- Should be revised regularly!

Put in the big rocks first – Stephen Covey



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4 ROADS MANAGEMENT SERVICES

Asset Management in Ontario Regulation 588/17

“For each asset category, the lifecycle activities that would need to be undertaken to maintain the current levels of service as described in paragraph 1 for each of the 10 years following the year for which the current levels of service under paragraph 1 are determined and the costs of providing those activities based on an assessment of the following:

- i. The full lifecycle of the assets.
- ii. The options for which lifecycle activities could potentially be undertaken to maintain the current levels of service.
- iii. The risks associated with the options referred to in subparagraph ii.
- iv. The lifecycle activities referred to in subparagraph ii that can be undertaken for the lowest cost to maintain the current levels of service.”

To adequately address these requirements, 4 Roads suggests that a performance modelling software will be required.

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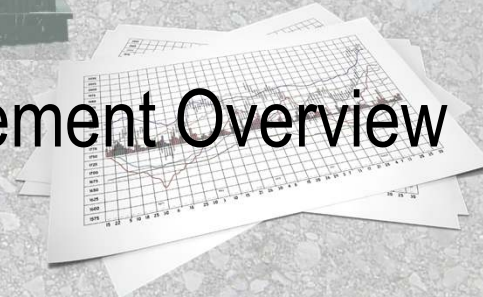
4 ROADS MANAGEMENT SERVICES

Other Regulations Affecting Asset Management

- Ontario Regulation 588/17, Asset Management Planning for Municipal Infrastructure
- The Conservation Authorities Act
- The Development Charges Act, 1997 (Ontario Regulation 82/98)
- The Environmental Assessment Act
- The Environmental Protection Act
- The Safe Drinking Water Act 2002 (Ontario Regulation 170/03)
- The Planning Act and related regulations
- Water Financial Plan (Ontario Regulation 453/07)
- The Water Opportunities and Conservation Act, 2010
- Water Works and Sewer Works (Ontario Regulation 453/93)
- Maintenance Standards For Municipal Highways (Ontario Regulation 239/02)
- Municipal Act 2001, Section 44 (1)
- Ontario Regulations 104/97, 472/10 Standards for Bridges
- Canadian Navigable Waters Act
- Great Lakes Accord
- PSAB 3150, Tangible Capital Assets
- Agency Specific By-laws and Policies as applicable

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- A work plan is required for core assets as of July 1, 2022 (Was originally July 1, 2021)
- The plan has to be adequately funded
- The plan has to sustain (or improve) the condition of the assets over time
- The plan has to firstly select the lowest cost activity at the correct condition
- Right treatment – right time



4 ROADS MANAGEMENT SERVICES

Asset Management System?

- Not to be confused with Asset Management Software!!!
- The system is how the business is executed
 - A standard operating procedure



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4 ROADS MANAGEMENT SERVICES

What is an Asset Management System?

-From ISO 55000

2.5 Overview of the asset management system

2.5.1 General

An asset management system is a set of interrelated and interacting elements of an organization, whose function is to establish the asset management policy and asset management objectives, and the processes, needed to achieve those objectives (see [3.4.3](#)). In this context, the elements of the asset management system should be viewed as a set of tools, including policies, plans, business processes and information systems, which are integrated to give assurance that the asset management activities will be delivered.

Asset management requires accurate asset information, but an asset management system is more than a management information system. Asset management interacts with many functions of an organization. The assets themselves can also support more than one function and more than one functional unit within the organization. The asset management system provides a means for coordinating contributions from and interaction between these functional units within an organization.

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4 ROADS MANAGEMENT SERVICES

From ISO 55000

- Reg. 588/17 regulation significantly affects municipal service delivery
- Assets are at the core of the business

The diagram consists of four concentric circles. The outermost circle is dark purple and labeled 'Managing the Organization'. Inside it is a medium purple circle labeled 'Asset Management'. Inside that is a light purple circle labeled 'Asset Management System'. The innermost circle is blue and labeled 'Asset Portfolio'. Arrows point from text boxes on the right to each of the inner three circles.

- Managing the Organization
- Asset Management
- Asset Management System
- Asset Portfolio

Coordinated activity of an organization to realize value from assets

Set of interrelated or interacting elements to establish asset management policy, asset management objectives and processes to achieve those objectives

Assets that are within the scope of the asset management system.

4 ROADS MANAGEMENT SERVICES

Asset Management Team

- Council's involvement and understanding is critical
- Why?
 - Council is ultimately responsible
 - Regulatory compliance, the resultant strategy (defer/reduce construction) and work plan may not be what was envisioned
 - The more informed everyone is the easier it is to further communicate that information and make decisions
 - An opportunity to explain the rationale and the potential outcomes ifor if not.....followed

An illustration of seven stylized white figures sitting around a circular table. They are interacting with a large blue puzzle piece in the center of the table, which is surrounded by several other colored puzzle pieces (red, yellow, green, orange). The figures are in various poses, suggesting a collaborative meeting.

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4 ROADS MANAGEMENT SERVICES

Asset Management

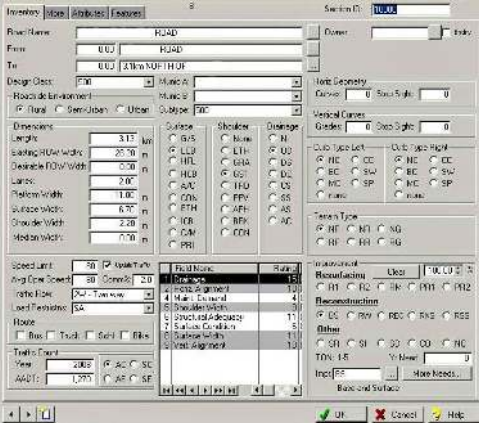
- Complex and simple at the same time
 - Simple when we discuss in principle, at a higher level
 - Complex when we get into the details
 - Requires an iterative process that keeps both perspectives in view
- It is dynamic
 - Not a one time event
 - Has to be engrained into work processes
 - Daily, weekly , monthly, annually
- The current answer may change or be revised with additional information
- The concept of the plan being dynamic has to be instilled throughout the organization

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4 ROADS MANAGEMENT SERVICES

Asset Management

- Asset management is a state of mind and an ongoing process
- Understand what you need first
- Asset management tools required
 - The newest, most expensive, software *may or may not* be for you
- Understanding asset management concepts is key to using a software to develop a program




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4 ROADS MANAGEMENT SERVICES

Asset Management Concept

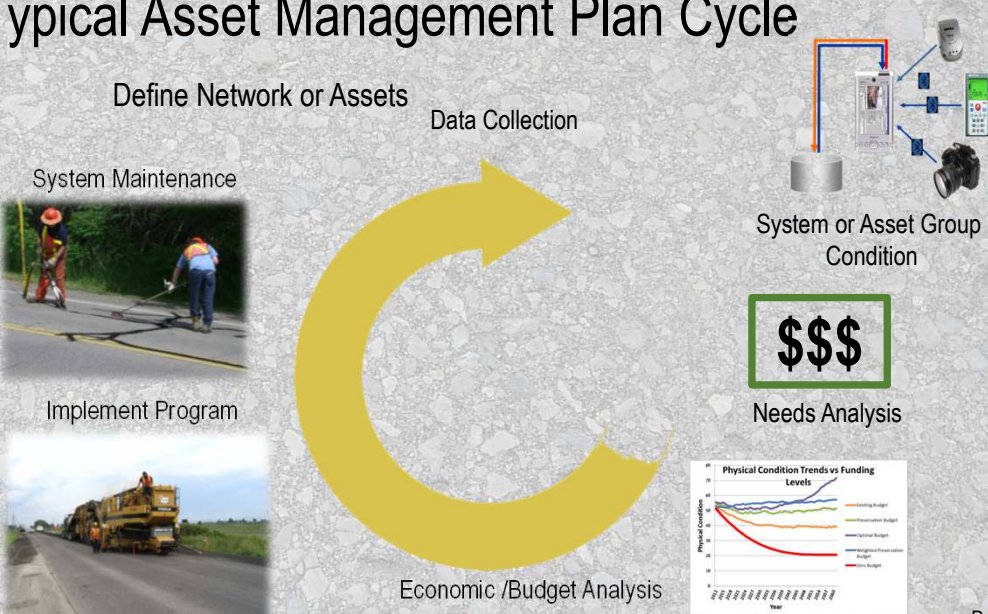
- Asset Management is dynamic
- Information is regularly and frequently updated (or at least should be)
- Report should be similarly frequent
- Important because it will allow changes and trends to be identified and dealt with
 - Program development/revision
 - Selecting right treatment at the right condition based on current information
- Balances Cost Risk and Benefit



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4 ROADS MANAGEMENT SERVICES

Typical Asset Management Plan Cycle



Define Network or Assets

Data Collection

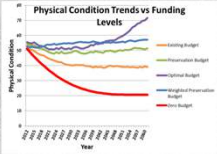
System or Asset Group Condition

Needs Analysis

Economic /Budget Analysis

Implement Program

System Maintenance



Page 22

4 ROADS MANAGEMENT SERVICES

Asset Management Concept

- In order to optimize available funding and asset service life, treatments and improvements have to be undertaken at the appropriate condition of the asset

Bridge Condition Index

Age in Years

BCI - No Improvement BCI - With Improvements

Pavement Condition

Age in Years

HCB1 HCB2 HCB3 HCB4

Inventory Manual TON

Adequate

6 to 10 Good

1 to 5 Fair

NOW Poor

Preservation, Crack Sealing, Microsurfacing Etc

Resurfacing Single Lift

Resurfacing 2 Lifts or Rehabilitation

Major Rehabilitation or Reconstruction

- The right treatment at the right condition
- Earlier in the life cycle - better ROI (typically)

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4 ROADS MANAGEMENT SERVICES

Asset Management Concept and Strategy

- The pavement management strategy will be driven by the nature and constitution of the road system

Lifecycle Costs \$1,402,700

Lifecycle Costs \$1,191,200

Reconstruct

Crack Seal

Micro

R1

R2


Excellent

Good

Fair

Poor

4 ROADS MANAGEMENT SERVICES



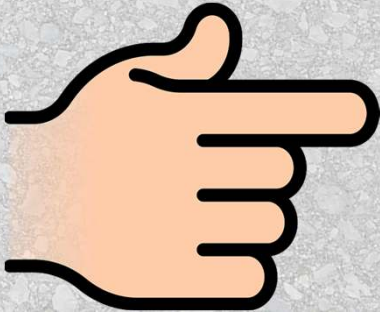
Perception vs Reality

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4 ROADS MANAGEMENT SERVICES

The Perception

- All we have to do is buy some software and push a button.....



The reality is quite different – significant effort is required.

Page 26

4 ROADS MANAGEMENT SERVICES

The Reality of Pavement Management Plan Implementation

'The successful implementation of a computerized road management system (RMS) depends on the interaction of three fundamental components: Processes. People and Technology. If any of these components are lacking, the system will not be successful. The best technology in the world will ultimately fail if implemented in an environment where there are no people to run it, or where the processes are not in place to utilize it.'

From: Success Factors for Road Management Systems
East Asia Pacific Transport Unit, The World Bank
Kevin McPherson, Christopher R. Bennett

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4 ROADS MANAGEMENT SERVICES

What do we need to develop an Asset Management Plan?

- Software
- Condition rating format /methodology
- Accurate condition data
- Treatments and their effect on the asset, and their cost
- Asset Classes and Deterioration Curves
- Budget!!!

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4 ROADS MANAGEMENT SERVICES

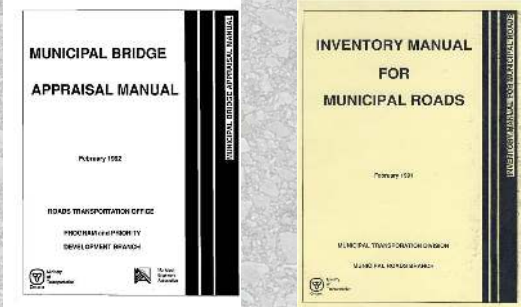


Software Selection


Township of Malahide has an enterprise solution.

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4 ROADS MANAGEMENT SERVICES



Condition Evaluation Methodology



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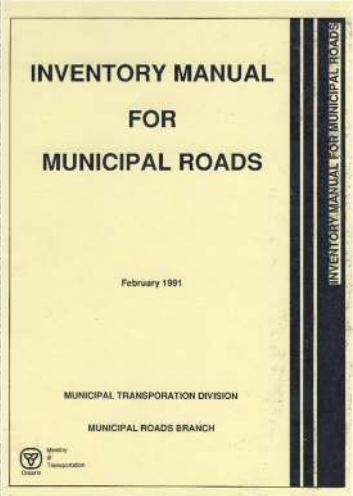
4 ROADS MANAGEMENT SERVICES

O.Reg 588/17 and Condition Ratings

Regulation 588/17 Asset Management Planning for Municipal Infrastructure requires;

‘v. a description of the municipality’s approach to assessing the condition of the assets in the category, based on recognized and generally accepted good engineering practices where appropriate.’

- 2021 Sotl and AMP rates the road system using the Ministry of Transportation’s Inventory Manual for Municipal Roads, 1991



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4 ROADS MANAGEMENT SERVICES

Rating Methodology

- Generally, there a number of different rating methodologies for any given asset type
- May be agency, asset, or regulation specific
- Different methodologies may all produce a rating from 1 to 100, but condition may be very different
 - i.e. for roads, many different PCI rating – several even in Ontario – that will produce a different number for the same section of road
- **Know and understand the rating methodology being used**

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4 ROADS MANAGEMENT SERVICES

Methodology Selection

Inventory Manual	ASTM 6433	SP024	PAV81
Adequate (Good to Very Good)	Good	Excellent	Excellent
Satisfactory	Good	Good	Normal Maintenance Only
6-10 Year (Good)	Fair	Fairly Good	Fairly Good
1 to 5 Year (Fair)	Poor	Poor to Fair	Poor to Fair
Very Poor	Poor to Fair	Poor to Fair	Reconstruct in 4-5 years or resurface within 2 years with extensive padding
'NOW' (Poor)	Serious	Poor	Poor
Failed	Poor to Very Poor	Poor to Very Poor	Reconstruct in 2-3 years
			Reconstruct within 2 Years

Regardless of the methodology selected – know and understand the system your agency uses

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4 ROADS MANAGEMENT SERVICES

Representative Unit Costs

- Valid unit costs and construction estimates are required
- Unit cost should be representative of construction projects - not spot repairs
- Should be updated annually to maintain currency of estimates and modelling
- Weighted Average of current costs
- Malahide provided their current unit costs for the study

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4 ROADS MANAGEMENT SERVICES

CONSTRUCTION UNIT PRICE REQUIREMENTS by IMPROVEMENT TYPE														
			TYPE OF IMPROVEMENT											
Construction Unit Price Item	Unit		R1	R2	RM	PR1	PR2	BS	RW	REC	RNS	RSS	NC	SFR
1 Excavation including disposal	cu metre		X	X	X			X	X	X	X	X	X	X
2 Hot Mix Asphalt, Average Base & Top Course	tonne		X	X	X	X	X	X	X	X	X	X	X	X
3 Granular A in place	tonne		X	X	X	X	X	X	X	X	X	X	X	X
4 Granular B in place	tonne							X	X	X	X	X	X	X
5 Concrete Base	cu metre		X	X	X				X	X	X	X	X	X
6 Curb & Gutter Removal	linear metre		X	X	X				X		X	X		
7 Curb & Gutter placed	linear metre		X	X	X				X		X	X	X	
8 Sub Drains placed	linear metre								X		X	X	X	
9 Storm Sewer 525mm dia	linear metre											X	X	X
10 Catch Basin Leads	linear metre								X			X	X	X
11 Manhole removed	each											X		X
12 Manhole placed	each											X	X	X
13 Catch Basin removed	each								X			X		
14 Catch Basin placed	each								X			X	X	
15 Adjust Manholes	each		X	X	X				X		X			
16 Adjust Catch Basins	each		X	X	X						X			
17 Asphalt Planing	sq metre		X	X	X									
18 Asphalt Pulverizing	sq metre					X	X							

Unit Costs

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4 ROADS MANAGEMENT SERVICES

Segment and System Condition

- Segment Condition is established through the rating methodology
- The improvement needs are established through the evaluation process
- System rating may be considered a Level of Service Measure
 - Average – Average of all ratings
 - Weighted average – Average of ratings weighted by length
 - System Adequacy – Ratio of the fair, good , and excellent assets to the entire system
- System target can vary by agency profile i.e. local, regional/county or provincial

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4 ROADS MANAGEMENT SERVICES

System or Asset Group Condition

Figure 5.3 – Types of Service Levels and Trigger Levels for Pavements
[Adapted from FCM 2003]

Concept may applied to any asset

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4 ROADS MANAGEMENT SERVICES

Data Analysis

- Once data has been collected and QA'd, system analysis can be undertaken on a number of levels
 - What do you have?
 - Where is it located?
 - What condition is it in?
 - What is the recommended improvement and it's cost?
 - Current value?
 - Remaining useful life,
 - Replacement Cost?

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4 ROADS MANAGEMENT SERVICES

Malahide System Constitution – What do we have?

Table ES 2: Classification by Roadside Environment and Surface Type

Material Description	Rural		Roadside Environment		Urban		TOTAL		% OF TOTAL	
	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km
Gravel, Stone, Other Loosetop	52.135	104.27	0.09	0.18	0	0	52.225	104.45	19.91%	19.91%
High Class Bit.-asphalt	0.495	0.99	8.77	17.54	1.531	3.062	10.796	21.592	4.12%	4.12%
Low Class Bit.-surface treated	194.205	388.41	5.13	10.26	0	0	199.335	398.67	75.98%	75.98%
TOTAL	246.835	493.67	13.99	27.98	1.531	3.062	262.356	524.712		
% OF TOTAL	94.08%	94.08%	5.33%	5.33%	0.58%	0.58%				

Table ES 3: Classification by Roadside Environment and Functional Class (Inventory Manual)

Functional Classification	Lanes	Rural		Roadside Environment		Urban		TOTAL		% OF TOTAL	
		CI km	Ln km	CI km	Ln km	CI km	Ln km	CI km	Ln km	CI km	Ln km
100	2	26.345	52.69	0	0	0	0	26.345	52.69	10.04%	10.04%
200	2	84.265	168.53	0	0	0	0	84.265	168.53	32.12%	32.12%
300	2	74.1	148.2	0	0	0	0	74.1	148.2	28.24%	28.24%
400	2	42.635	85.27	0	0	0	0	42.635	85.27	16.25%	16.25%
500	2	19.49	38.98	0	0	0	0	19.49	38.98	7.43%	7.43%
C/R	2	0	0	0.17	0.34	0	0	0.17	0.34	0.06%	0.06%
CCI	2	0	0	0.12	0.24	0	0	0.12	0.24	0.05%	0.05%
L/R	2	0	0	13.7	27.4	1.531	3.062	15.231	30.462	5.81%	5.81%
TOTAL		246.835	493.67	13.99	27.98	1.531	3.062	262.356	524.712		
% OF TOTAL		94.08%	94.08%	5.33%	5.33%	0.58%	0.58%				

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4 ROADS MANAGEMENT SERVICES

Where is it located?

- Update geodatabase and mapping provided as a project deliverable

4 ROADS MANAGEMENT SERVICES

What condition is it in?

Table ES 15: Good to Very Good Roads by Structural Adequacy

Structural Adequacy	Roads				TOTAL				% OF TOTAL	
	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km	CL-km	Lane-km
1	0.1	0.2	0	0	0	0	0	0	0.04%	0.04%
2	0	0	0	0	0	0	0	0	0.00%	0.00%
3	0	0	0	0	0	0	0	0	0.00%	0.00%
4	0	0	0.02	0.02	0	0	0	0	0.00%	0.00%
5	4.495	8.97	0.6	1.2	0	0	0	0	5.09%	10.18%
6	2.915	5.83	0.96	1.92	0	0	0	0	3.32%	6.64%
7	7.7	15.4	0	0	0	0	0	0	8.71%	17.42%
8	10.15	20.3	0	0	0.19	0.38	0	0	11.38%	22.76%
9	2.98	5.96	0.28	0.56	0	0	0	0	3.36%	6.72%
10	12.466	24.93	0.55	1.1	0	0	0	0	14.02%	28.04%
11	20.52	41.04	1.79	3.58	0.13	0.26	0	0	23.24%	46.48%
12	6.87	13.74	0.29	0.58	0	0	0	0	7.82%	15.64%
13	19.21	38.42	0.56	1.12	0	0	0	0	21.68%	43.36%
14	5.13	10.26	1.15	2.3	0	0	0	0	5.8%	11.6%
15	17.34	34.68	2.38	4.76	0	0	0	0	19.62%	39.24%
16	1.25	2.5	0.11	0.22	0	0	0	0	1.4%	2.8%
17	2.425	4.85	0.12	0.24	0	0	0	0	2.75%	5.5%
18	14.85	29.7	0.14	0.28	0	0	0	0	16.68%	33.36%
19	26.15	52.3	0	0	0.64	1.28	0	0	29.68%	59.36%
20	7.46	14.92	0.5	1	0.67	1.34	0	0	8.43%	16.86%
TOTAL	246.825	493.65	13.89	27.78	1.93	3.86	0	0	282.396	564.792
% OF TOTAL	99.58%	99.58%	5.33%	5.33%	0.79%	0.79%	0.00%	0.00%	100.00%	100.00%
% Pav	67.7%	67.7%	70.0%	70.0%	71.4%	71.4%	67.9%	67.9%		
% Gravel	20.9%	20.9%	17.3%	17.3%	21.3%	21.3%	20.4%	20.4%		
% Good to Very Good	8.5%	8.5%	12.2%	12.2%	0.0%	0.0%	6.7%	6.7%		

Note: Based on Structural Adequacy Rating only

Graph ES 2: Condition vs Length (km)

Note: Physical Condition is Structural Adequacy multiplied by 5. Average is 70.71 recommended 70 or greater

- If no further funds were expended the average condition of the road system would be Poor in approximately 14 years
- Gravel Roads were not inspected during spring breakup

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4 ROADS MANAGEMENT SERVICES

O.Reg 588/17 Level of Service Measures for Roads

Table ES 9: O.Reg 588/17 Level of Service Measures for Roads

Column 1 Service attribute	Column 2 Community levels of service (qualitative descriptions)	Column 3 Technical levels of service (technical metrics)	Level of Services Measure for Roads
Scope	Description, which may include maps, of the road network in the municipality and its level of connectivity.	Number of lane-kilometres of each of arterial roads, collector roads and local roads as a proportion of square kilometres of land area of the municipality. 395.05 sq. km	Arterial Roads = 0% Collector Roads = 101.2% Local Roads = 36.8%
	Description or images that illustrate the different levels of road class pavement condition.	1. For paved roads in the municipality, the average pavement condition index value. 2. For unpaved roads in the municipality, the average surface condition (e.g. excellent, good, fair or poor).	Weighted Average Overall road condition is 70.7 Weighted average paved road condition is 74.5 Weighted average gravel road condition is 56.0

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4 ROADS MANAGEMENT SERVICES

Level of Service Over Time

- Reasonably static System Adequacy condition
- Reasonably static Pavement Condition Index (PCI)
- Current state is at or above
- Budget is adequate over the near future time frame

Year	System Adequacy	Average Condition	System Adequacy Target	Condition Target
2006	75	60	70	65
2008	78	62	70	65
2010	82	65	70	65
2012	85	68	70	65
2014	88	70	70	65
2016	90	72	70	65
2018	88	70	70	65
2020	90	70	70	65
2022	92	70	70	65

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CES

Recommended Improvements and Costs

Table ES 14: Improvement Costs by Improvement Type and Time of Need

Improvement Class	Improvement ID / Description	Time of Need										TOTAL		% OF TOTAL	
		1 to 5		6 to 10		ADEQ		NOW							
		Imp. Cost	CI-km	Imp. Cost	CI-km	Imp. Cost	CI-km	Imp. Cost	CI-km	Imp. Cost	CI-km	Imp. Cost	CI-km	Imp. Cost	CI-km
Const	BS	Base and Surface	1,637,025	5.1	3,130,136	16.86	9,329,482	12.02	791,633	4.19	14,858,276	38.17	52.62%	14.00%	
Const	NCNE	No Improvement Required	0	0	0	2.04	0	91,381	0	0	0	93,421	0	34.27%	
Const	REC	Reconstruction - Rural	82,154	0.19	868,871	2.07	13,493,34	3.59	1,065,149	2.81	33,641,18	8.66	0.11%	3.18%	
Const	RNS	Reconstruction Nominal Storm Sewer	0	0	0	40,962	0.08	0	0	40,962	0.08	0.08	0.10%	0.03%	
Const	RSS	Reconstruction with Storm Sewers	0	0	87,0794	0.63	0	0	1,147,184	0.93	2,017,936	1.46	7.19%	0.54%	
Maint	CRK	Crack Sealing	0	0	0	2,567	1.77	0	0	2,567	1.77	0.01%	0.65%		
Maint	CRKsd	Crack sealing and Spot Drainage	0	0	1,204	0.28	516	0.12	0	0	1,720	0.4	0.01%	0.15%	
Maint	GRR2sd	150mm of Granular A and Spot Drainage	0	0	0	130,006	2.78	0	0	130,006	2.78	0.46%	1.02%		
Maint	GRR	75mm of Granular A	0	0	0	196,813	8.17	0	0	196,813	8.17	0.70%	3.00%		
Maint	GRRsd	75mm of Granular A and Spot Drainage	0	0	693,222	2.82	0	0	0	69,322	2.82	0.25%	1.03%		
Maint	RSdL	Reduce Speed Limit	0	0	0	0	0	1,000	2.77	1,000	2.77	0.00%	1.02%		
Maint	SD	Spot Drainage	0	0	36,993	12.06	15,162	5.32	0	0	52,155	18.3	0.18%	6.71%	
Rehab	DSTrehab2	DST w 150mm Gran A	116,9935	9.4	0	0	0	482,853	4.02	1,642,488	13.42	5.82%	4.92%		
Rehab	DS1rehab	DS1 w 75mm Gran A	1,669,845	22.51	6,292,57	7.7	38,942%	4.83	307,115	4.11	2,991,302	39.15	10.58%	14.36%	
Rehab	PR2	Pulverize and Resurface 2 - 100mm	481,433	2.19	0	0	0	0	0	481,433	2.19	1.70%	0.80%		
Rehab	R1	Basic Resurfacing 1 - 50mm	0	0	242,464	1.89	12,811	0.11	0	0	255,275	2	0.90%	0.73%	
Rehab	R2	Basic Resurfacing 2 - 100mm	384,228	1.54	0	0	0	0	0	384,228	1.54	1.36%	0.56%		
Rehab	SST	Single Surface Treatment	0	0	0	47,6407	17.47	0	0	47,6407	17.47	1.85%	6.41%		
Rehab	SSTedge	Single Surface Treatment with Edge padding	0	0	242,951	7.77	66,126	2.05	16,005	0.72	325,984	10.54	1.15%	3.87%	
Rehab	SSTrehab	Surface Treatment, Base repair, Ditching, berm removal	0	0	948,856	7.47	0	0	0	948,856	7.47	3.35%	2.74%		
TOTAL		5,384,288	40.93	7,031,648	62.51	12,010,072	149.691	3,812,479	19.45	28,238,488	272.581				
% OF TOTAL		19.07%	15.02%	24.90%	22.93%	42.53%	54.82%	13.50%	7.14%						

- Needs may change with a spring review of gravel roads
- Improvements on gravel roads are costed to convert to hardtop

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4 ROADS MANAGEMENT SERVICES

What is the replacement cost?

- Replacement cost to the current standards is **\$130,684,709**
- The current estimated value based on condition is **\$104,903,500**
- Does not include storm or sanitary treatment or linear, sidewalks, bridges and culverts.

Asset Class for Performance Modelling	Roadside Environment				Urban				TOTAL		% OF TOTAL		Cost / km (\$)
	Rural	Semi Urban	Urban		Rural	Semi Urban	Urban		Rural	Semi Urban	Urban		
	Repl. Cost	CI-km	Repl. Cost	CI-km	Repl. Cost	CI-km	Repl. Cost	CI-km	Repl. Cost	CI-km	Repl. Cost	CI-km	
GST1-R	21,624,025	55.71	0	0	0	0	0	0	21,624,025	55.71	16.55%	20.44%	388,153
GST1-S	0	0	38,920	0.09	0	0	0	0	38,920	0.09	0.03%	0.03%	432,444
HCB3-S	0	0	251,716	0.42	0	0	0	0	251,716	0.42	0.19%	0.15%	599,324
HCB4-R	666,262	1.15	0	0	0	0	0	0	666,262	1.15	0.51%	0.42%	579,358
HCB4-S	0	0	3,763,010	8.35	0	0	0	0	3,763,010	8.35	2.88%	3.06%	450,660
HCB4-U	0	0	0	0	2,188,046	1.531	0	0	2,188,046	1.531	1.67%	0.56%	1,429,161
LCB1-R	99,700,349	200.12	0	0	0	0	0	0	99,700,349	200.12	76.29%	73.42%	498,203
LCB1-S	0	0	2,452,381	5.21	0	0	0	0	2,452,381	5.21	1.88%	1.91%	470,707
TOTAL	121,990,636	256.98	6,506,027	14.07	2,188,046	1.531	0	0	130,684,709	272.581			
% OF TOTAL	93.35%	94.28%	4.98%	5.16%	1.67%	0.56%							

**Note: Not adjusted for Boundary Roads*

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4 ROADS MANAGEMENT SERVICES

50 Year Performance Model

Sustained Budget Level (output from performance model)

Graph ES 4: System Performance vs Funding Level

System Condition

Year

Long Term Sustainability - \$2.6m
Current - \$1.46m
Target Condition
Current - w/Committed Projects \$1.46m
Short Term Sustainability - \$1.3m
Zero Budget
Poor Condition

- Assumes a perpetual pavement

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4 ROADS MANAGEMENT SERVICES



High Level Budget Development

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4 ROADS MANAGEMENT SERVICES

High Level Budget Development

- To test models, basic budget and program funding levels have to be established
- A function of the constitution of the system and current costs
- Provides an order of magnitude and check

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4 ROADS MANAGEMENT SERVICES

Getting Started – Estimating Required Program Size

- A function of the information in the database
 - How may km of hot mix and average width
 - Urban or rural?
 - How many km of surface treated roads and average width
 - Urban or rural?
 - How many km and average width of gravel (the forgotten surface!!!!)
- Average life expectancies?
 - Depends on your system
 - Original design / Structure
 - Maintenance Programming

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4 ROADS MANAGEMENT SERVICES

CONSTRUCTION UNIT PRICE REQUIREMENTS by IMPROVEMENT TYPE													
		TYPE OF IMPROVEMENT											
Construction Unit Price Item	Unit	R1	R2	RM	PR1	PR2	BS	RW	FEC	INS	SS	NC	SFR
1 Excavation including disposal	cu metre	X	X	X			X	X	X	X	X	X	X
2 Hot Mix Asphalt, Average Base & Top Course	tonne	X	X	X	X	X	X	X	X	X	X	X	X
3 Granular A in place	tonne	X	X	X	X	X	X	X	X	X	X	X	X
4 Granular B in place	tonne						X	X	X	X	X	X	X
5 Concrete Base	cu metre	X	X	X				X	X	X	X	X	X
6 Curb & Gutter Removal	linear metre	X	X	X				X		X	X		
7 Curb & Gutter placed	linear metre	X	X	X				X		X	X	X	
8 Sub Drains placed	linear metre							X		X	X	X	
9 Storm Sewer 525mm dia	linear metre										X	X	X
10 Catch Basin Leads	linear metre							X			X	X	X
11 Manhole removed	each										X		X
12 Manhole placed	each										X	X	X
13 Catch Basin removed	each							X			X		
14 Catch Basin placed	each							X			X	X	
15 Adjust Manholes	each	X	X	X				X		X			
16 Adjust Catch Basins	each	X	X	X						X			
17 Asphalt Planing	sq metre	X	X	X									
18 Asphalt Pulverizing	sq metre				X	X							

In order to estimate programs, current costing information is also required.

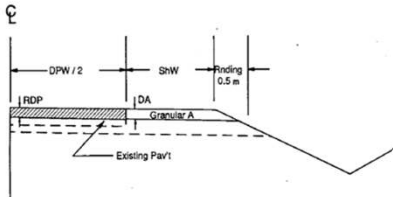
From the Inventory Manual

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4 ROADS MANAGEMENT SERVICES

CROSS SECTION A

BASIC RESURFACING – RURAL AND SEMI-URBAN ROADS



Formula - R1, R2

Single (50 mm) or Double Lift (100mm) Hot Mix Resurfacing: 20% Pad:

Benchmark Cost per km = $BCF \times EF \times CF \times TF \times (HM + PD + GA)$

Formula - PR1, PR2

Surface Pulverizing and Single (50 mm) or Double Lift (100mm) Hot Mix:

Benchmark Cost per km = $BCF \times EF \times CF \times TF \times (PV + HM + GA)$

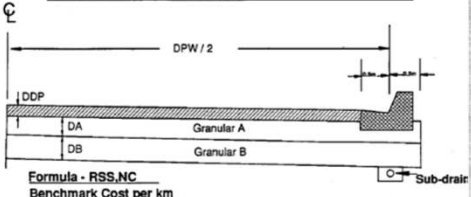
where:

- HM = Hot Mix Cost per km
= $DPW \times RDP \times 2.45 \times UH$
- PV = Pulverizing Cost per km
= $EPW \times UPV \times 1000$
- GA = Granular A Cost per km
= $(ShW + 0.5) \times RDP \times 2.4 \times UA \times 2$
- PD = Hot Mix Padding Cost per km (20% of single lift)
= $DPW \times 50 \times 2.45 \times UH \times 0.2$

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CROSS SECTION K

RECONSTRUCTION – URBAN ROADS:
WITH STORM SEWER; GRANULAR BASE



Formula - RSS, NC

Benchmark Cost per km

$$= BCF \times EF \times CF \times TF \times (E + GA + GB + HM + CGR + CGC + SSL + MHR + MHC + CBR + CBC + SST + SD)$$

where:

- E = Excavation Cost per km
= $(DPW + 1.0) \times (DDP + DA + DB) \times UE$
- GA = Granular A Cost per km
= $(DPW + 1.0) \times DA \times 2.4 \times UA$
- GB = Granular B Cost per km
= $(DPW + 1.0) \times DB \times 2.0 \times UB$
- HM = Hot Mix Cost per km
= $(DPW - 1.0) \times DDP \times 2.45 \times UH$
- CGR = Curb & Gutter Removal Cost per km
= $UCGR \times 2 \times 1000$
- CGC = Curb & Gutter Construction Cost per km
= $UCGC \times 2 \times 1000$
- SST = Trunk Storm Sewer Cost per km
= $USST \times 1000$
- SSL = Lateral Storm Sewer Cost per km
= $22 \times DPW/2 \times USSl$
- MHR = Manhole Removal Cost per km
= $12 \times UMHR$
- MHC = Manhole Construction Cost per km
= $12 \times UMMC$
- CBR = Catchbasin Removal Cost per km
= $22 \times UCBR$
- CBC = Catchbasin Construct Cost per km
= $22 \times UCBC$
- SD = Sub-drain Cost per km
= $USD \times 2 \times 1000$

Note: For New Construction and for Reconstruction of Rural and Semi-Urban roads to Urban Standards - CGR, MHR, CBR = 0

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4 ROADS MANAGEMENT SERVICES

Other Funding Level Considerations / Analysis

- All municipalities submit a Financial Information Return (FIR) annually to the Province and information is readily available
- The Province's information will be used to assess some grant / funding applications
- CAUTION – all municipalities do not collect and report on information the same
 - i.e. Equipment reporting and hourly rates range from \$0 to an accurate hourly rate
- If all information was collected and recorded with a common set of rules - could be useful for benchmarking comparisons
- Some of the FIR analyses may be useful measures as a municipality develops its' funding recommendations to determine sustainability.

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4 ROADS MANAGEMENT SERVICES

FIR Reporting

- FIR reports are based upon the financial statements prepared in accordance with Public Sector Accounting Board Standards which are audited by professional accountants
- FIR and audited financial statements in accordance with PSAB are required by the Municipal Act.
- Not voluntary
- If FIR's not submitted by Sept 30th of each year, funding such OMPF may be withheld.
- May be differences in the FIR based upon practices
- Accounting policies also affect results.
 - For example, TCA policy with respect to useful lives and amortization methods will have a huge impact on TCA's NBV and amortization expenses.

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4 ROADS MANAGEMENT SERVICES

From FIR Information

- Even with differences in data collection, high level relative comparisons may be made

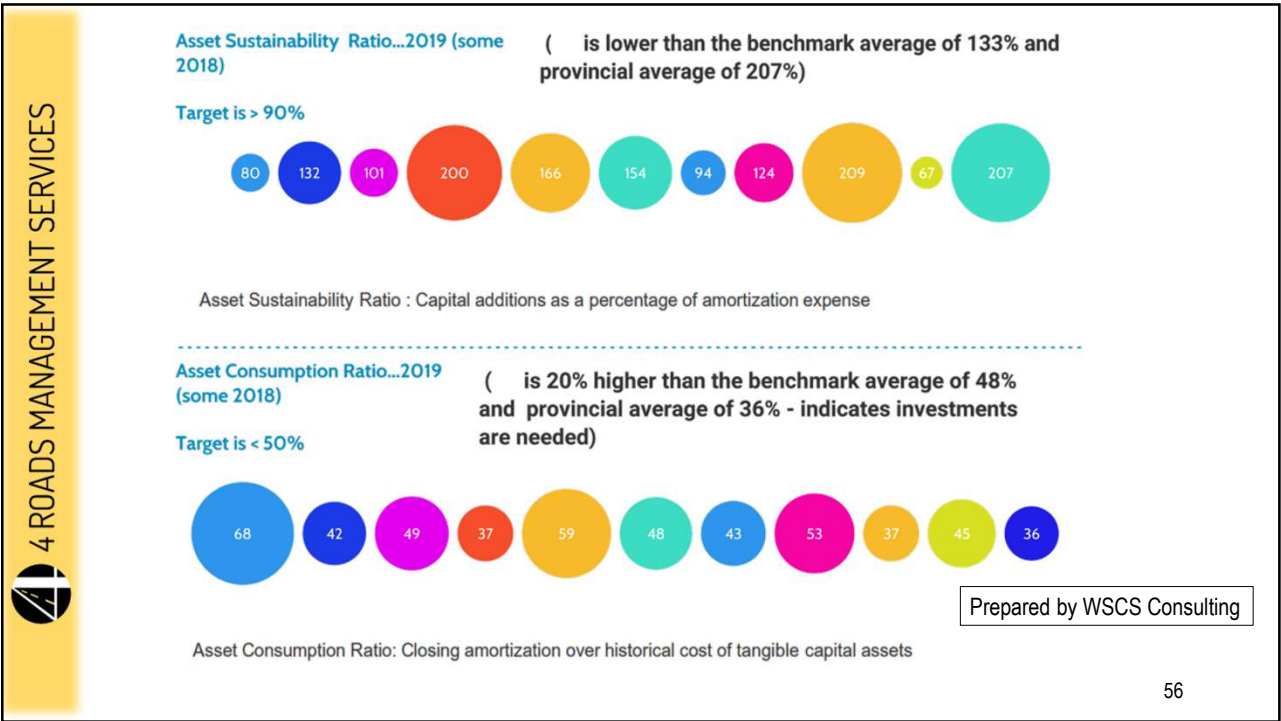
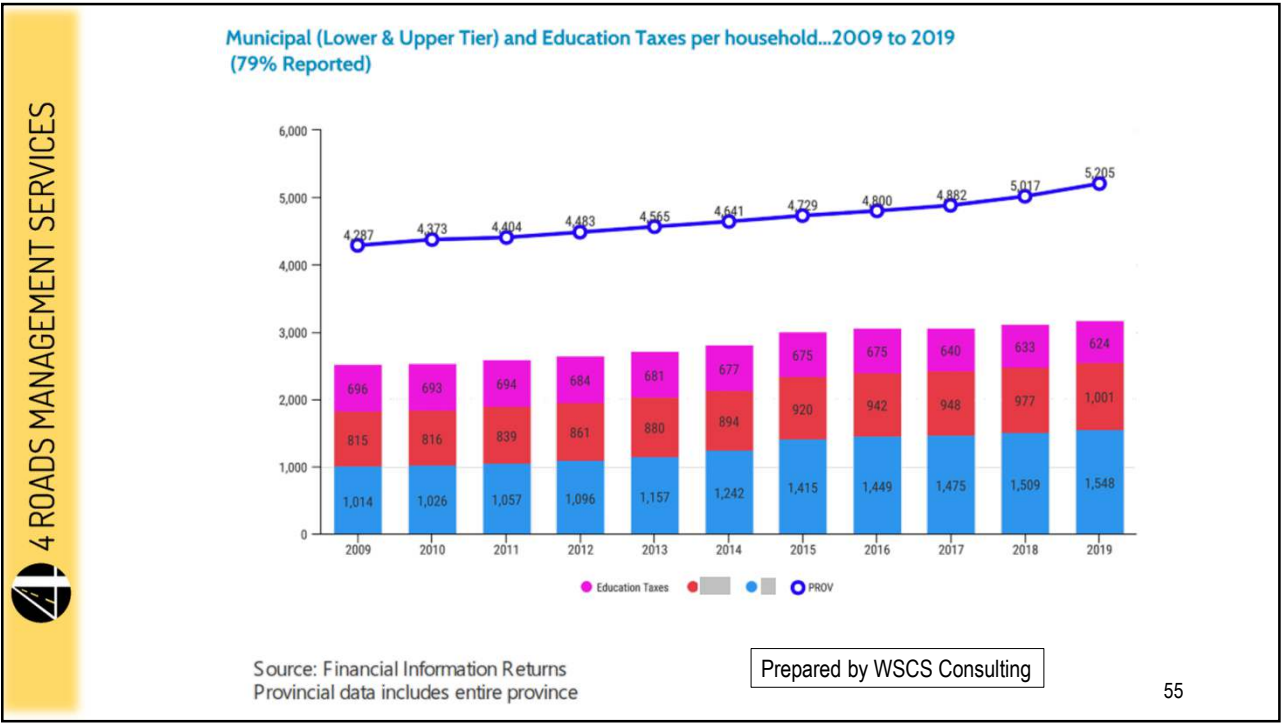
Interagency Comparators

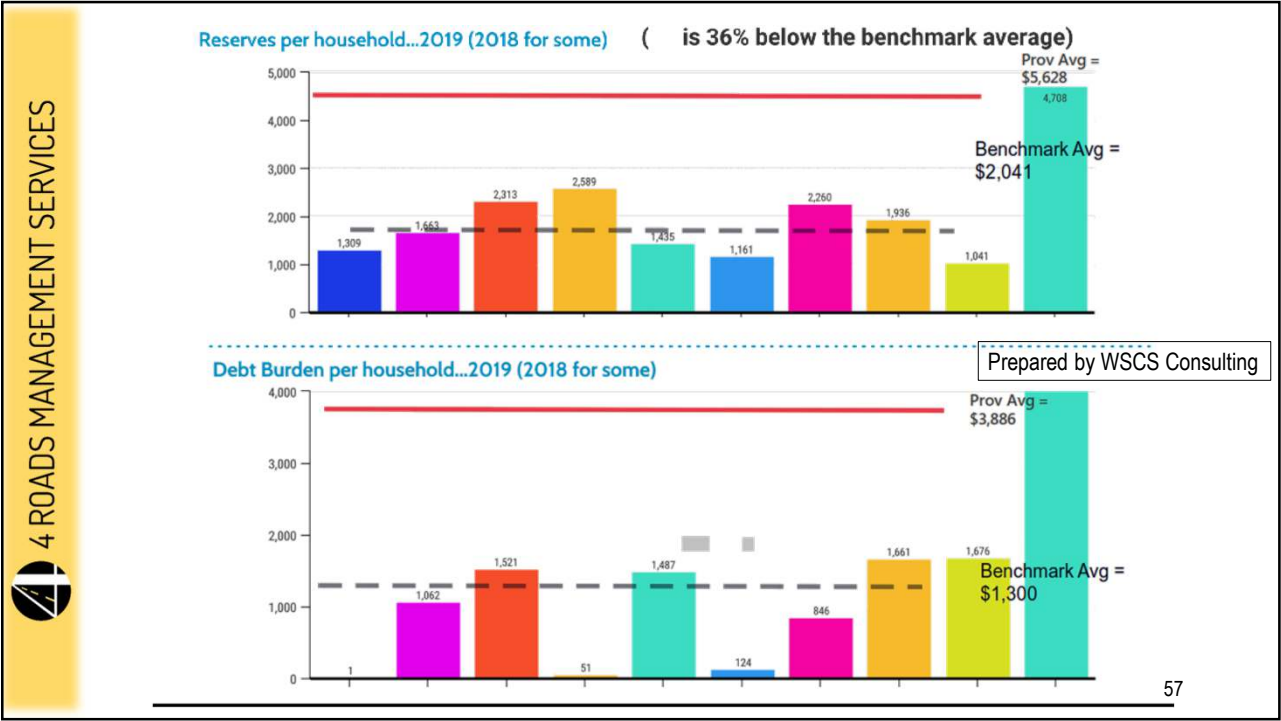
- How do you compare to comparator municipalities?
 - Overall Taxes
 - Taxes / household by tier
 - Reserves and Debt?
 - Net book value of TCA's
- Is your municipality below the provincial average?

Agency Specific Measures (Could also be interagency)

- Asset Sustainability Ratio?
- Asset Consumption Ratio?

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4 ROADS MANAGEMENT SERVICES

Funding Applications

- May want to consider the previous slides as an indicator of how an application may be reviewed
 - Debts low?
 - Taxes low?
 - Underfunding assets?
 - Asset sustainability low?
 - Asset consumption high?
- Eligibility may be reduced

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4 ROADS MANAGEMENT SERVICES

Funding Level Development – 4 Roads Approach

- Using the unit costs and the improvement types, calculate the replacement cost of the road system can be developed
 - Amortizing over 50 to 75 years will produce an annual amortization value of the annual ‘Capital Depreciation’ Value – or **‘Long Term Sustainability Funding Level’**
- Also calculate the annual cost for the preservation and resurfacing programs – **‘The Short Term Sustainability Funding Level’**
 - Crack Sealing, Hot Mix Resurfacing, Single Surface Treatment, gravel Road Resurfacing etc...
- The **‘Funding Window’** is between the Short Term Sustainability and Long Term Sustainability Funding Levels
- ‘Reinvestment Amount’ – Paradigm Shift Required for most agencies

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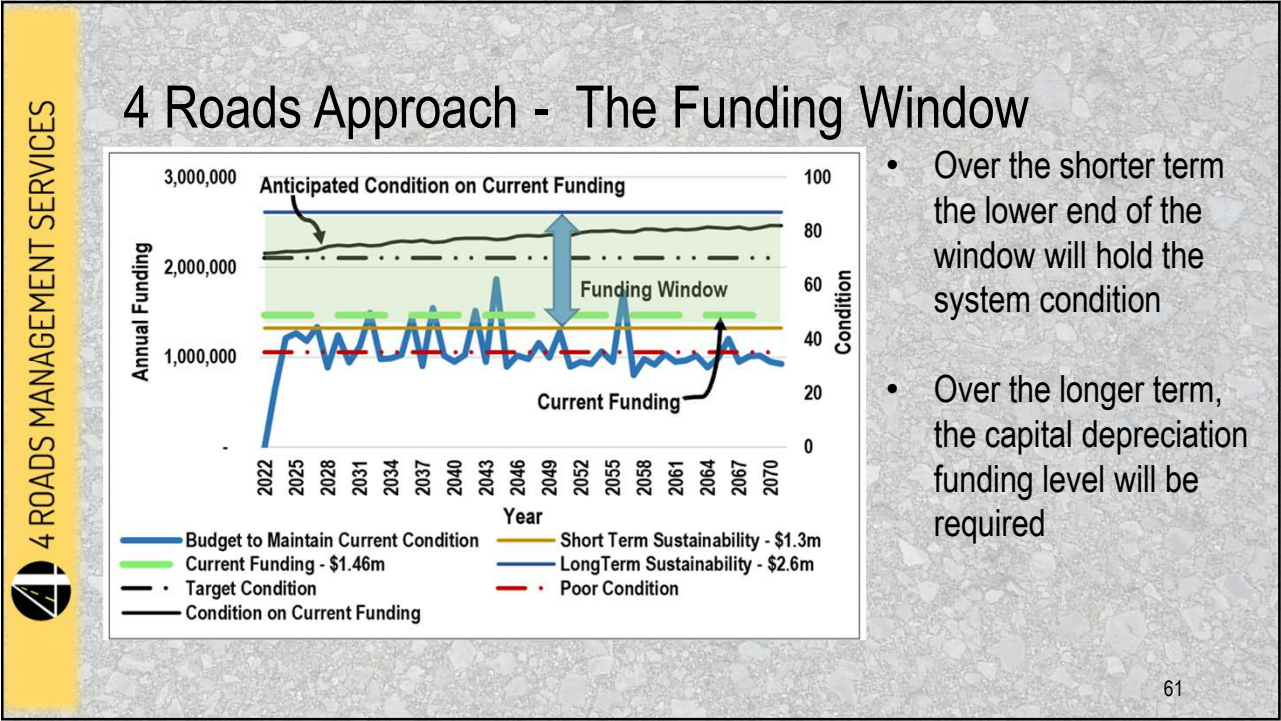
4 ROADS MANAGEMENT SERVICES

4 Roads Approach - The Funding Window

- **\$2,613,700** for the annualized Long Term Sustainability based on current replacement cost. This would be considered the long term sustainable funding level. (This would be similar to the PSAB 3150 amortization value except using current replacement cost.). The estimated *replacement cost* of the road system is \$130,684,700. The *current value* of the roads system is estimated to be \$104903,500.
- **\$83,000** on average annually for hot mix resurfacing, based upon a 19 (18.85) year cycle. This would approximate an average of 0.608 CI km per year.
- **\$816,800** on average annually, for single surface treatment of existing surface-treated roads, based on a seven-year cycle (this does not include additional padding or geometric correction).
- **\$420,100** on average annually for gravel road resurfacing. This estimate is based on resurfacing gravel roads with 75mm every 3 years and utilizing the unit cost for maintenance gravel.
- **\$3,300** on average annually for crack sealing on a 5 year cycle.

For modeling purposes, 4 Roads has created a funding level described as ‘Short Term Sustainability’. This funding level should theoretically preserve the condition of the road system for up to a 10 year period. The Short Term Sustainability- funding level, is the total of the recommended funding levels for hot mix resurfacing, single surface treatment gravel road resurfacing and crack sealing: **\$1,323,200**. The premise being that if the pavement maintenance, preservation and resurfacing programs are adequately funded, then the system should be sustained over the short term. To sustain the road system over the entire life cycle, the Long Term Sustainability funding level is required as ultimately, replacement will be required.



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4 ROADS MANAGEMENT SERVICES

Pavement (Asset) Performance Modelling Implementation

- A deterioration curve reflects what the anticipated performance of an asset class should be
- Assumes
 - Quality Design
 - Quality Materials
 - Quality Construction
 - Quality Maintenance
- How do agency pavements perform?
 - Traffic – EASL's critical to design
 - Pavement structures
 - Deterioration curves
- Materials
 - Are the basic products understood?

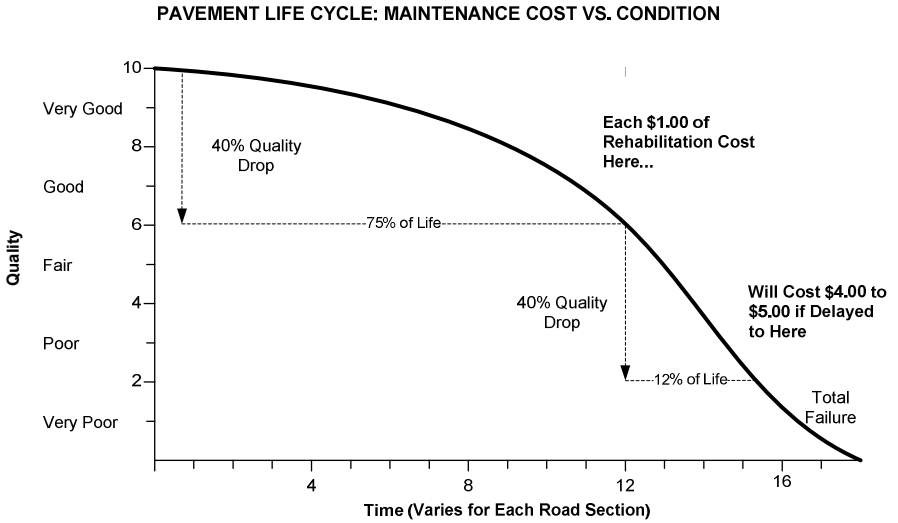


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4 ROADS MANAGEMENT SERVICES

Pavement / Asset Management Strategy

PAVEMENT LIFE CYCLE: MAINTENANCE COST VS. CONDITION



Adapted From: American Public Works Association, 1983.
The Hole Story: Facts and Fallacies of Potholes

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4 ROADS MANAGEMENT SERVICES

Asset Management Strategy

- Keep the Good Roads Good
- Right Treatment, Right time

Stuff!

Bad planning is buying a new saddle for an old horse!

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4 ROADS MANAGEMENT SERVICES

Asset Management Strategy

PAVEMENT LIFE CYCLE: MAINTENANCE COST VS. CONDITION

Gravel Road Resurfacing

Very Good

Good

Fair

Poor

Very Poor

Quality

Time (Varies for Each Road Section)

Crack Sealing

Slurry / Micro

Other Preservation

Resurface 1 Lift

Resurface 2 Lifts

Major Rehab

Reconstruct

Total Failure

Each \$1.00 of Rehabilitation Cost Here...

40% Quality Drop

75% of Life

40% Quality Drop

12% of Life

Will Cost \$4.00 to \$5.00 if Delayed to Here

Capital

Operational

Adapted From: American Public Works Association, 1983. The Hole Story: Facts and Fallacies of Potholes

Decreasing Return on Investment /Increasing Cost

Instead of 'Capital' and Operating consider all expenses a "Reinvestment Amount"

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Performance Modeling

- The absolute minimum outcome of the model should be to maintain the overall average condition of the asset group
 - Preferably improve it!!
 - Requirement of O.Reg 588/17
- Performance Modeling should optimize available funding
 - Prioritize projects that offer the best return on investment
 - Select the appropriate treatment at a given condition
 - Keep the good roads good!
- To test the model we should have an estimate of the range for desirable funding

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The Paradigm Shift

- Historically agencies have approached programming as fixed dollar values in capital and operating
- As we move toward 'pure' asset management, treatment selection will be by condition and should not be limited to an arbitrary value.
- Gross funding level should be sufficient to sustain or improve the asset group
 - Should be considered a **'Reinvestment Amount'**
- Arbitrary limitations through categorization as capital or operating will result in reduced performance at a given funding level
 - Opportunities to undertake the right treatment at the right condition will be missed.

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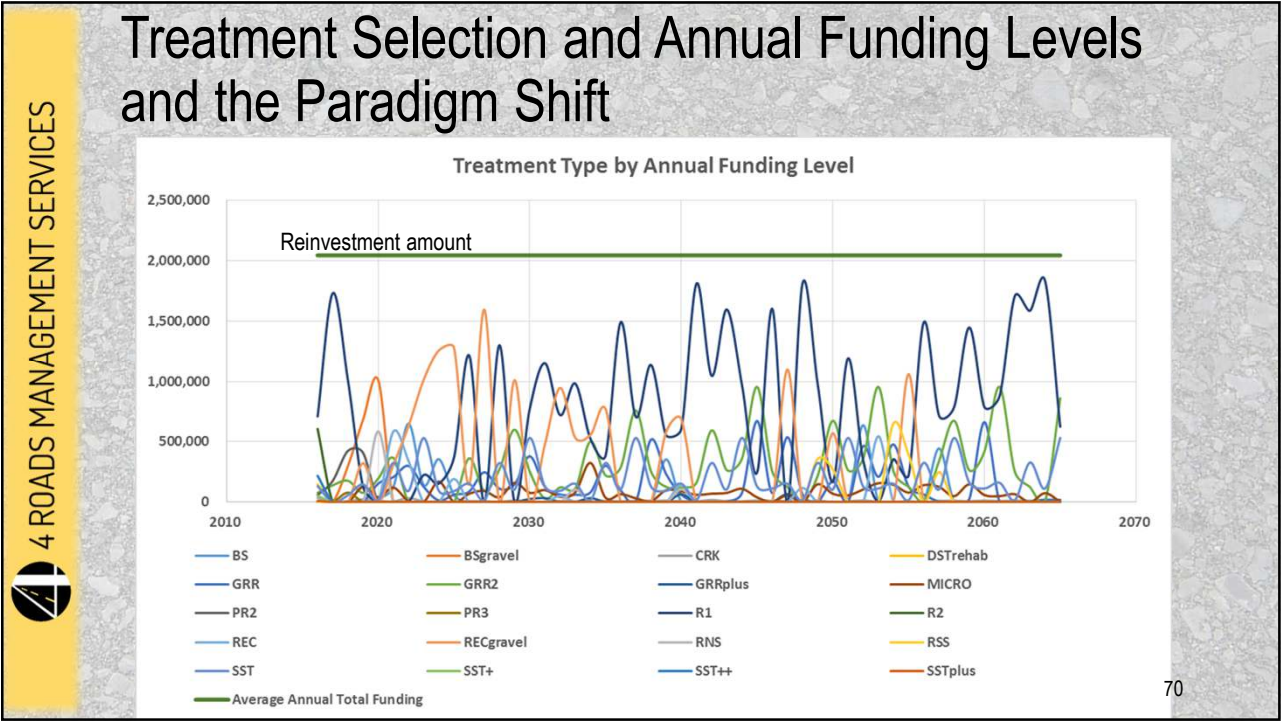
4 ROADS MANAGEMENT SERVICES

O.Reg 588/17 Requirements

“For each asset category, the lifecycle activities that would need to be undertaken to maintain the current levels of service as described in paragraph 1 for each of the 10 years following the year for which the current levels of service under paragraph 1 are determined and the costs of providing those activities based on an assessment of the following:

- i. The full lifecycle of the assets.
- ii. The options for which lifecycle activities could potentially be undertaken to maintain the current levels of service.
- iii. The risks associated with the options referred to in subparagraph ii.
- iv. The lifecycle activities referred to in subparagraph ii that can be undertaken for the lowest cost to maintain the current levels of service.”

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Typical Model Calculations

- Different softwares have different approaches
- Models may be developed for different spending objectives or customized with a number of weighted objectives;
 - Return on Investment (ROI)
 - Area under the curve
 - Needs Savings
 - Lowest Condition
 - Best Condition
 - Customized by weighting different attributes
 - Traffic
 - Condition
 - Priority rating (IM Manual)
- ROI aligns most closely with the requirements of O.Reg 588/17

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ROI Project Selection vs Worst First

Program by Priority Rating vs Return on Investment

Priority Rating = $0.2 (100 - CRI) \times (AADT + 40)^{1/4}$

Legend: By Priority Rating (orange line), By ROI (green line)

- Using the Priority Rating will push project selection toward higher volume roads in poorer condition
- The same funding level will result in a poorer system performance

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4 ROADS MANAGEMENT SERVICES

Malahide Specific Issues

- Gravel road conversions are a good asset management practice and should be continued
- Gravel roads were not inspected during spring breakup
- The interval between re-treating surface treated roads should be reviewed
 - Some sections were beyond where the re-treating should occur.
- Overall drainage in the Springfield area should be reviewed
 - Master Drainage Plan
- Roads that are too narrow for the AADT were identified on 10.47 km

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4 ROADS MANAGEMENT SERVICES

Recommendations

1. The information and budget recommendations included in this report be used to further develop the corporate Asset Management Planning.
2. The funding level should be increased to the Long Term Sustainability limit over a ten year period.
3. A separate funding source should be created for structures, with an annual contribution developed using a similar process to develop the roads funding recommendations.
4. Funding levels to be adjusted annually to accommodate growth / system expansion.
5. Funding should be adjusted annually to accommodate inflation.
6. The work plan should
 - Ensure that the preservation and resurfacing programs are optimized. This is particularly critical for those sections that are not going to be affected by upgrade due to development demands.
 - The work plan should cross integrate assets.
 - The work plan should be followed to optimize investments and performance of the road system.

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4 ROADS MANAGEMENT SERVICES



Recommendations

7. The inspection interval should be no greater than 2 years.

8. Gravel road conversions to hard top surface should be continued as part of a long term asset management strategy.

9. Township of Malahide traffic counts should continue to be updated and repeated on a regular basis. The counting should include the percentage of truck traffic.

10. A Roadside Safety Audit should be undertaken to assess the potential safety requirements on rural road sections with potentially substandard alignment.

11. Narrow roads should be signed accordingly.

12. The status of the Boundary Road Agreements should be reviewed.


13. The Level of Service for System Adequacy should be a Minimum of 60% (Currently 92.9).

14. The Level of Service for Average Condition should be a minimum of 70. (Currently 70.71)

15. The Level of Service for Good to Very Good Roads should be a minimum of 60%. (Currently 67.9)

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4 ROADS MANAGEMENT SERVICES



Recommendations

16. The Quality Assurance Program should be reviewed and refined by developing a minimum testing criteria for number and type of tests to be undertaken to confirm quality construction for development and Township projects.

17. Consideration should be given to the development of a maintenance paving program for those roads sections that are in poor condition that will not be addressed in the shorter term programming.

18. Develop a corporate asset management system throughout the organization with the development of a Standard Operating Procedure (SOP) for asset management.

19. Consideration should be given to development of the storm sewer system as a rate supported utility..

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Acknowledgements

- Screen Shots from WorkTech Asset Manager Foundation software (WT6)
- WSCS Consulting Inc – slides as noted
- Photographs - attributions as noted



WorkTech Inc.
Technologies for People who Manage Work

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Questions?

Thank You!!

David Anderson, CET, President
4 Roads Management Services Inc.
dave.anderson@4roads.ca
519 505 5065

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Report to Council

REPORT NO.: F-22-04
DATE: February 17, 2022
ATTACHMENT: None
SUBJECT: EMERGENCY SERVICES ACTIVITY REPORT - JANUARY

Recommendation:

THAT Report No. F-22-04 entitled “Emergency Services Activity Report – January” be received.

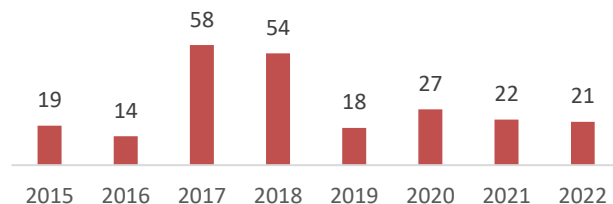
Comments:

This report provides information reported for the month of January, 2022 unless otherwise stated.

Department Responses

The Malahide Fire Services responded to twenty-one (21) incidents. A comparison of these incidents to the same month of previous years is shown in the bar graph at right:

Responses Month to Month Comparison



Medical incidents accounted for approximately forty-eight (48%) of all incidents in the subject month. Incident by type is shown on the chart at right.

The average age of persons requiring medical response was 68 with a 50/50 male/female ratio.

The split of incidents (North/South) was:

South Station: 14

North Station: 7

January Incidents by Type

	#
Fire	4
Burn Complaint	2
Alarm Malfunction	0
CO Alarm	0
Public Hazard - Wires Down	1
Technical Rescue MVC	2
Technical Rescue Other	0
Medical	10
Assisting Other Fire Department	2
Total	21

Fire Events Loss/Save, Fire Prevention, and Fire Safety Inspections

There were two structure fires with a combined estimated total dollar loss of \$5,500.00, and a total estimated dollar saved of \$370,500.00.

This month's fire safety message was "Crawl low in smoke, close all doors behind you".

Fire Prevention Staff had no activities for fire prevention instruction or public education.

For this month the Staff conducted no inspections. No inspection orders for non-compliance were issued.

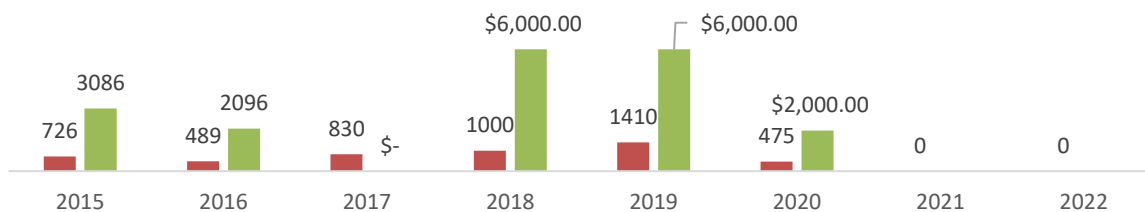
Ontario Police College ("OPC")

To date the Staff have not trained any Police Cadets. The current agreement with the OPC is that it will reimburse Malahide Fire Service \$2,000.00 per session, as well as cover the cost of any equipment that is damaged during any presentation.

The next training session at OPC has not been scheduled.

In the below bar graph, the total number of cadets trained per year is shown in red, and the amount invoiced to the OPC is shown in green:

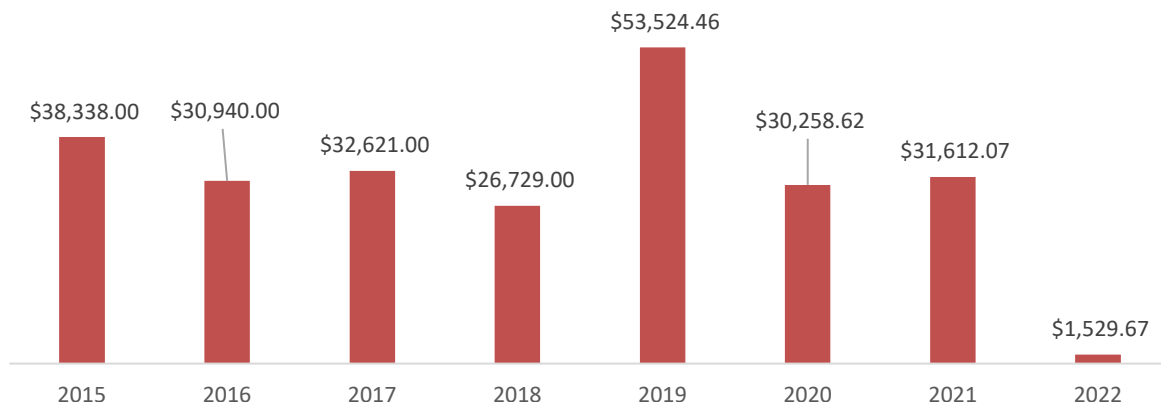
OPC Cadet Training - Year to Date Comparison



Motor Vehicle Collision Revenues

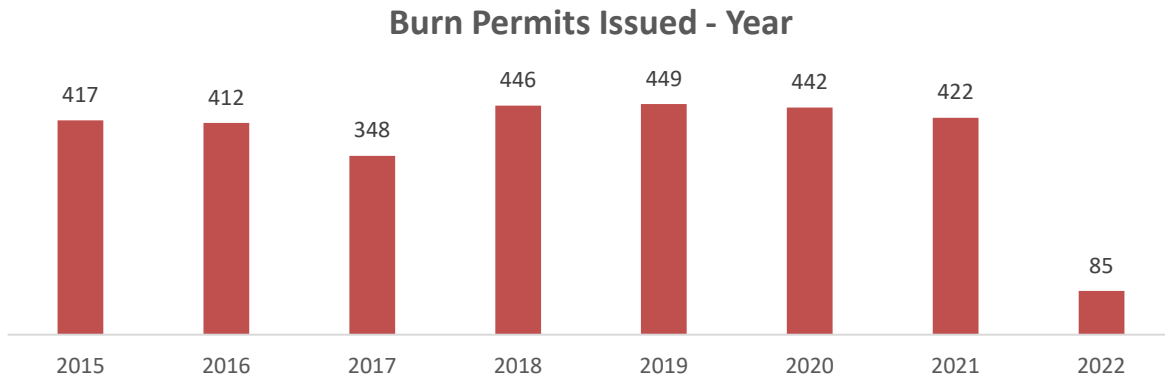
Malahide Fire Services responded to two (2) motor vehicle collisions ("MVC"). Year-to-date invoicing for services provided (e.g. to MTO and to non-residents of Malahide), and total for prior years, is provided below:

Accident Invoices - Year



Burn Permits

Year-to-date permits issued, and total for prior years, is provided below:



General

Automatic Aid Agreement(s)

The Automatic Aid Agreement with Central Elgin was not activated in the subject month.

Mutual Aid

Malahide Fire Services was requested twice (2) for Mutual Aid assistance in the subject month: once by the municipality of Bayham; and, once by the municipality of Central Elgin.

Malahide Fire Services did not request Mutual Aid in the subject month.

Emergency Management Program

Emergency Response

No emergency activities.

Public Education/Awareness, Training, and Emergency Management Program Committee

Public education/awareness included above as a part of Fire Prevention activities.

Training: TBD.

Next Emergency Management Program Committee meeting: TBD.

2022 Program Compliance Activities

EMPC Meeting – TBD

ERP Review – TBD

Annual Exercise – TBD

Malahide Flood Plan Review – TBD

Annual CCG Training – TBD.

Relationship to Cultivating Malahide:

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

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

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



Report to Council

REPORT NO.: F-22-05
DATE: February 17, 2022
ATTACHMENT: Tillsonburg Fire Service Agreement for Dispatching Elgin County
SUBJECT: FIRE COMMUNICATION AGREEMENT

Recommendation:

THAT Report No. F-22-05 entitled “Fire Communication Agreement” be received.

AND THAT the Township of Malahide Council authorize the signing of the Tillsonburg Fire Service Agreement for Dispatching Elgin County.

Background:

By report F21-17 dated December 16, 2021 Malahide Council authorized the execution of the Fire Communication Support System Agreement, which relates to the equipment used for communications relative to all fire departments in Elgin County jointly. This Support System Agreement is with Bearcom Communications and expires on December 31, 2026

The Elgin municipalities also have an agreement with Tillsonburg Fire Services for dispatch services which expired on January 22, 2022; such agreement is the subject of this report.

Comments/Analysis:

The Dispatch Agreement has been in effect since 2007 and contains a clause that the cost of service is based on a per person rate of \$4.24 per person. It is agreed that the charges will increase (or decrease) based on the current population and the CPI.

The Canadian Radio-Television and Telecommunications Commission (“CRTC”) has mandated that all communication centers update their communications equipment for the Next Generation of 9-1-1 (NG 911). Although the expected commencement date for these upgrades has been pushed back for several reasons, the Next Generation will allow for more services, GIS tracking, calling 9-1-1 by text and forwarding pictures to the communications center.

Tillsonburg Fire Services (“TFS”) is looking at leveling the costs between the different agencies they provide services to. The County of Elgin had enrolled with TFS in the earlier stages when there were not as many departments to share the costs. The fact that TFS is now providing this service to more organizations is resulting in an overall decrease to the rate of \$3.94 per person. Although an additional charge of \$.25 (cents) to support the new NG 9-1-1 is anticipated, we are pleased to have received notification from TFS that it has received funding under the “Municipal Modernization Program” to apply to a reduction of up to 65% of the total eligible costs.

The end result, depending on the reduction applied under the Municipal Modernization Program will be an overall rate of \$4.19 per person for Elgin municipalities going forward which is a slight decrease from the previous rate.

Financial Implications to Budget:

As there is no significant change, either an increase or decrease in the anticipated cost of the service provided, the only change that will occur is that TFS is currently calculating our population based on 2011 census data and will switch to 2021 in the near future. This will increase our cost from 2011 data of 9,146 residents to the 2021 amount of 9,308 residents.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Community” Strategic Pillar relates to “Keep Our Community Safe”. By undertaking a long-range strategy in consultation with the appropriate emergency services authorities, and securing agreements for resources, the Township is optimizing the provision of emergency services in Our Community.

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

Fire Dispatch Services Agreement

THIS AGREEMENT made this _____ day of _____, 20____

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the “**Town of Tillsonburg**”)

-and-

THE MUNICIPALITY OF _____

(the “**Municipality**”)

WHEREAS:

- 1. Pursuant to the provisions of the *Municipal Act*, S.O. 2001, S.O. 2001, c. 25, as amended, the parties have enacted By-laws to authorize an agreement between the parties;
- 2. The *Fire Protection and Prevention Act*, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;
- 3. The Town of Tillsonburg operates fire protection services and holds fire protection assets including fire communications personnel and equipment suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Town of Tillsonburg;
- 4. The Town of Tillsonburg has agreed to provide such Fire Communications services to the Municipality

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Services Provided:

- 1. The Town of Tillsonburg shall supply fire communications services to the Municipality the particulars of which are as described in Schedule “A” to this agreement. The Municipality shall meet its obligations described in the same Schedule “A”.
- 2. The fire communications services provided by the Town of Tillsonburg shall comply with the Standard Operating Guidelines, which regulate the operation and maintenance of the Tillsonburg Fire & Rescue Services Fire Communications.

Consideration:

- 3. The Municipality shall pay fees to the Town of Tillsonburg as described in Schedule “B” to this agreement.

Term:

4. This agreement shall remain effective for a period of five (5) years from the date of signature, unless terminated sooner pursuant to the provisions of this agreement. If not terminated or expressly renewed in writing or supplanted by a succeeding agreement, this agreement shall be deemed to have been automatically renewed for a period of indefinite duration of annual fees to be set in accordance with this Agreement unless and until one of the parties provides written notice of termination as contemplated in this agreement.
5. Notwithstanding the provisions of the preceding paragraph, either of the parties may withdraw from this agreement upon providing six months' written notice to the other party. Any monies owing to the Town of Tillsonburg, and not paid, shall be paid to the Town of Tillsonburg prior to the date of termination.

Service Commencement Date:

6. The Town of Tillsonburg shall provide fire communications services in accordance with this agreement effective on January 01, 2022.

Indemnity and Limitation of Liability:

7. **Indemnity:** Each party (the "**Indemnifying Party**") agrees to indemnify and save the other party (the "**Indemnified Party**") harmless, along with their respective councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of the Indemnifying Party's obligations under this agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Party.
8. **Force Majeure:** Notwithstanding that set forth in the preceding paragraph, the parties agree that no party or parties shall be held responsible for damages caused by delay or failure to perform its or their undertakings under the terms of the agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.
9. **Limitation of Liability:** Notwithstanding any other provision in this contract or any applicable statutory provisions, neither party shall be liable to the other party for special or consequential damages or damages for loss of use arising directly or indirectly from any breach of this contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents, save and except when such damages or losses are directly attributable to, arise from, or are caused by the breach of contractual obligation, fundamental or otherwise, or from any tortious acts, including negligence, by such party, including its or their respective employees or agents. Without limiting the generality of the foregoing, the parties specifically agree that the Town of Tillsonburg shall not be liable for any damages arising as a result of any injury or damage caused or sustained by personnel, apparatus, or equipment of the fire department of the Municipality while engaged in the provision of fire protection services. Nothing in this provision shall be interpreted to affect or interfere with the right of any of the parties to take action to enforce the terms of this agreement.

10. **Right to Enforcement:** The parties hereto agree that no provision herein, or any part thereof, shall be interpreted or act so as to affect, restrict, prohibit, or interfere with the right of any party hereto, either individually or in combination, to demand or otherwise take action or commence proceedings to enforce the terms of this agreement.
11. **Insurance:** The Municipality shall obtain and maintain throughout the term, including any and all renewal periods, insurance coverage to a minimum of \$5,000,000.00, with a clause naming the Town of Tillsonburg as an additional named insured, against all claims for public liability and property damage which may arise in respect of providing or failing to provide fire dispatch services to the Municipality or from this agreement. The policy shall insure each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each. A certified copy of the insurance shall be delivered to the Town of Tillsonburg's Clerk upon execution of this agreement and copies of any and all renewals shall forthwith be provided to the Town of Tillsonburg. The insurance shall not be cancelled or changed without first giving the Town of Tillsonburg a minimum of 30 days' prior written notice.
12. **Existing Service:** The parties agree the same dispatch system will be used for providing fire dispatch services to the Municipality as are used by and for the Town of Tillsonburg. The Municipality acknowledges and agrees that there is no obligation or requirement of any kind for the Town of Tillsonburg to acquire, use or implement any equipment, technology, information (including mapping data), training, or procedures of any kind whatsoever for the purposes of providing the fire dispatch services under this agreement.
13. **Response to Calls:** The Municipality acknowledges and agrees that nothing in this agreement requires or intends that the Town of Tillsonburg shall physically respond to any call directed or paged to the Municipality's Fire Department and further acknowledges and agrees that the Town of Tillsonburg shall not be responsible for any failure of the Municipality to receive any 911 calls for any reason whatsoever which were directed to Tillsonburg Fire and Rescue and paged by Tillsonburg Fire and Rescue to the Municipality's Fire Department, or for any failure by the Municipality to respond to or to improperly respond to any such 911 calls.
14. **Compliance With Laws and Confidentiality:** The parties undertake and agree that personal information in records delivered to it by the other party will be used for the limited purposes of performing their responsibilities under this agreement. The parties further acknowledge that any personal information obtained from the other party for the agreement will be protected under the terms of their privacy policies and applicable privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

Amendment:

15. The parties may amend this agreement from time to time by further written memorandum.
16. Should any of the parties wish to amend the terms of this agreement, it shall provide a minimum of thirty days written notice to the other party of the proposed terms of amendment.

Dispute Resolution:

17. In the event that a dispute arises or disputes arise between the parties which cannot be resolved, the parties shall submit the dispute or disputes to arbitration using the procedure set out in the *Municipal Arbitrations Act*, R.S.O. 1990, c. M-48, as amended.
18. In the event that a dispute or disputes is submitted for arbitration, the decision or decisions of the arbitrator shall be final and binding upon the parties to this agreement.
19. In the event that arbitration cannot be conducted using the procedure set out in the *Municipal Arbitrations Act*, the parties shall select a single arbitrator, and in the absence of agreement on an arbitrator, the arbitrator shall be nominated by a justice of the Superior Court of Justice of the Ontario Courts under the procedure set out in the *Arbitration Act*, S.O. 1991, c. 17, as amended.

General Provisions:

20. This agreement is not assignable without the written consent of the parties. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.
21. This agreement shall not be in force, or bind any of the parties, until executed by all the parties named in it.
22. This agreement shall take effect upon its execution by the authorized representative or representatives of the Town of Tillsonburg and the Municipality.
23. Any notice under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian post office, addressed, in the case of notice to the Town of Tillsonburg, to the municipal offices of the Corporation of the Town of Tillsonburg and, in the case of notice to the Municipality, to the respective municipal office of the Municipality, or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be ten days after the mailing.
24. No change or modification of this agreement (including the schedules to this agreement) shall be valid unless it be in writing and signed by each party.
25. The Town of Tillsonburg and the Municipality agree that no representation, statement or agreement, other than those set out in this agreement, shall be binding upon the parties unless expressed in writing, signed by an authorized representative or by authorized representatives of each and purporting to be expressed in modification of this agreement.
26. The parties agree that each of them shall, upon reasonable written request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.
27. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
28. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

29. Subject to the restrictions on transfer and assignment, this agreement shall endure to the benefit of and be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers and further this agreement shall be signed in counterpart with the parties named below and a copy of each counterpart shall remain attached to and form part of this agreement.

DATED at Tillsonburg, Ontario, the ____ day of _____, 20__.

**THE CORPORATION OF THE TOWN OF
TILLSONBURG**

I am authorized to bind the corporation.

DATED at _____, Ontario, the ____ day of _____, 20__.

THE MUNICIPALITY OF _____

Name: _____

Title: _____

Name: _____

Title: _____

We have the authority to bind the Corporation
of _____

SCHEDULE A

The Town of Tillsonburg shall provide the following services and facilities:

1. A 24 hour, seven days a week, 365 days a year answering service, alert paging service and base radio communications dispatch service fully integrated with a Computer Aided Dispatch (CAD) system.
2. A base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from two primary public safety communications consoles located in a municipally owned building at 80 Concession Street, East, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades, all parties affected shall be granted twenty-four hours prior notification.
3. An emergency (third) backup base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from a public safety communications console located in a municipally owned building at 10 Lisgar Ave, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades all parties affected shall be granted twenty-four hours prior notification.
4. Answering, alerting and radio communications dispatch equipment shall be staffed continuously by personnel trained to the core competencies outlined in Ontario Fire Service Communicators Standard and the National Fire Protection Association (NFPA) *1061 Standard for Professional Qualifications for Public Safety Telecommunicators*.
5. Transmission of information shall be seamless from when the information is received from the Public Safety Answering Point (PSAP) until the time an emergency is terminated by the Incident Commander and shall be provided in accordance with the time targets specified within NFPA 1221. Seamless is defined to mean without interruption and continuously from the initial call until the satisfactory resolution of the incident.
6. All emergency incident information shall be logged on the CAD system by the communicator and all telecommunications shall be captured on a digital voice recorder. At the completion of the event a detailed incident report shall be collated and forwarded to the Municipality Fire Department via email or other means as arranged between the parties within four hours of termination of command. All audio transmissions shall be recorded from licensed dispatch channels and dedicated phone lines and shall be available to the Municipality Fire Department upon request as arranged between the parties. Recordings shall be made on non-interruptible, non-erasable media. All records including digital voice recordings shall be maintained for a period of two years.
7. Upon the request of the Incident Commander for any additional resources or to relay emergent messaging to other persons, the fire communicator shall relay such requests in a prioritized fashion via telecommunications equipment and shall report confirmation of same to the Incident Commander.
8. Testing of paging system equipment shall be provided as arranged by the parties.

The Municipality Fire Department shall provide the following without cost to the Town of Tillsonburg:

- a. All GIS mapping for its protection area / response zone boundaries.
- b. All radio transmitting and receiving equipment, licensing and maintenance of same external to the boundary of the Town of Tillsonburg.
- c. Routing of Emergency 911 telecommunications from the Public Safety Answering Point (PSAP) and the Central Ambulance Communications Center (CACC) as required to meet the approved fire protection services provided by the Municipality for its fire protection area / response zone boundaries inclusive of all required ANI/ALI, GIS mapping and all site location information so that it is seamlessly transmitted to the Secondary Public Safety Answering Point (SPSAP) serving the Tillsonburg _ Fire Communications Division.
- d. The Municipality agrees that it will at all times indemnify and save harmless the Town of Tillsonburg, its employees, officers, servants, agents and assigns, including the members of the Town of Tillsonburg's Fire and Rescue Services Department, from any and all claims, actions suits or demands for damage or otherwise arising from any errors, modifications or inaccuracies in the CAD Mapping, or from any misuse, misinterpretation or misapplication thereof, whether or not due to the negligence of the Town of Tillsonburg, its employees, officers, servants, agents or assigns.

SCHEDULE B
FEES TO BE PAID BY THE MUNICIPALITY TO THE TOWN OF TILLSONBURG

1. The Fee Structure contained within this agreement is predicated upon the contractual participation of the Municipality for a period of not less than five (5) years starting January 1, 2022.
2. For dispatching, Municipality shall pay to the Town of Tillsonburg, semi-annually, as invoiced by the Town of Tillsonburg, a per capita rate (the “**Rate**”), excluding HST, for the entire Dispatch Area. The Rate applies to all citizens protected by the Municipality’s Fire Department, or under any agreement with other municipal fire departments. For purposes of this agreement, the number of citizens protected by the Municipality’s Fire Department will be the Municipality’s population as determined by the most recent census by Statistics Canada. The Rate payable each year of the Term of this agreement shall be:

2022	\$3.94
2023	\$3.94
2024	\$3.94
2025	\$3.94
2026	\$3.94

3. The Municipality shall be responsible for its proportionate share of future capital costs relating to the Town of Tillsonburg’s provision of fire dispatch services, including (without limitation) in relation to 911 and Next-Generation-911 systems. The Municipality’s proportionate share of such costs shall be calculated as the percentage that the Municipality’s population comprises within the total population served by the Town of Tillsonburg’s fire dispatch services, when such costs are incurred (according to the most recent Statistics Canada census). The per capita contribution payable by the Municipality during the Term of his agreement, to be adjusted by the Town of Tillsonburg on confirmation of on actual costs, is as follows:

2022	\$.25
2023	\$.25
2024	\$.25 (Total proportional 911 infrastructure costs reconciled)
2025	\$.25
2026	\$.25

4. Total annual per capita fees with NG-911 recovery costs over 5 years:

2022	\$3.94 + \$.25 = \$4.19
2023	\$3.94 + \$.25 = \$4.19
2024	\$3.94 + \$.25 = \$4.19
2025	\$3.94 + \$.25 = \$4.19
2026	\$3.94 + \$.25 = \$4.19

Once total repayment of NG-911 infrastructure costs occurs in 2026 the additional \$.25 per capita NG-911 costs will no longer be applied.

5. If the population of the Municipality more than doubles seasonally, based on information deemed reliable by the Town of Tillsonburg acting reasonably, an additional per capita fee on the difference from year-round to seasonal population will be added for the agreed upon months yearly. The Municipality shall provide the Town of Tillsonburg such reasonable information as the Town of Tillsonburg requires to confirm seasonal population changes no later than sixty (60) days prior to the end of each year of the Term or subsequent years following expiry of the Term, if applicable. The per capita rate payable for season population increases in each year of the Term of this agreement shall be:

2022	\$0.69
2023	\$0.72
2024	\$0.75
2025	\$0.78
2026	\$0.81

6. Municipality shall tender payment to the Town of Tillsonburg in semiannual installments, to be invoiced by the Town of Tillsonburg two (2) times in April and August of each year in to the Municipality.
7. The Town of Tillsonburg shall review the population of the Municipality on an annual basis and shall correspondingly increase the total amount owing by the Municipality based on the Seasonal Increase Rate payable in each year. The Municipality shall provide to the Town of Tillsonburg such reasonable information as may be required by the Town of Tillsonburg in order to determine the population on an annual basis.
8. The Municipality shall pay the dispatching fees within thirty days of receipt of the invoice. Interest at the rate of one and one-half percent (1.5%) per month, calculated monthly and payable monthly (effective interest rate of 19.56% per annum), shall accrue on past due accounts.
9. If the agreement continues following expiry of the Term, then the Rate shall be increased by the Town of Tillsonburg for each subsequent year following expiry of the Term at the Town of Tillsonburg’s sole and unfettered discretion, provided that the Town of Tillsonburg gives notice in writing to the Municipality no later than August 31st of each year following expiry of the Term of the increase to the Rate.

Additional Fees

10. The Municipality shall be responsible for all charges and costs billed to the Town of Tillsonburg directly from Bell Canada or other parties which are properly attributable to Municipality. The Town of Tillsonburg shall identify and forward to Municipality invoices with respect to same which shall be paid by the Municipality forthwith upon receipt thereof.
11. The Municipality shall pay any labour costs incurred by the Town of Tillsonburg with respect to any Town of Tillsonburg employees who are summoned to give evidence at any inquest, hearing, court case, etc., associated with the dispatching process set out in this agreement.
12. If the Municipality uses a different radio maintenance vendor from the Town of Tillsonburg’s radio maintenance vendor, then the Municipality shall pay all invoices, charges and costs incurred by the Town of Tillsonburg as a result of failures in the Municipality’s radio equipment.

13. Notwithstanding all of the foregoing, if the Town of Tillsonburg should ever, in the proper provision of the fire dispatch services to the Municipality, be required to make any special expenditures beyond the usual operating expenditures, which expenditures cannot be recovered otherwise, then the Town of Tillsonburg may add such expenditures to the fees provided for in this agreement.



Report to Council

REPORT NO.: FIN-22-03
DATE: February 17, 2022
ATTACHMENT: Proposal from Watson & Associates
SUBJECT: TERTIARY WATER AND SEWER SYSTEM RATE STUDY
 CONTRACT AWARD

Recommendation:

THAT Report No. FIN 22-03 entitled “Rate Study Contract Award” be received;

AND THAT the contracting of professional consulting services to undertake the Township of Malahide Tertiary Water and Sewer System Rate Study be permitted as a single source procurement;

AND THAT Watson & Associates Economists Ltd. be awarded the service contract for the Township of Malahide Tertiary Water and Sewer System Rate Study, in the amount of \$25,620.00 plus applicable taxes.

Background:

The Township of Malahide has used Watson & Associates’ Rate Study and Asset Management Plan as its primary source of guidance for long-term financial planning and rate setting for Water and Sewer services since 2014. With these studies expiring this year, Council approved new ones be developed during 2022.

Comments/Analysis:

Section 4.7 of the Township’s procurement policy states that for purchases greater than \$25,000.00:

“a formal process shall be followed, unless the Goods/Services are authorized under Section 5 Non-Competitive process or Section 8 Exceptions/Exemptions from Competitive Process”.

It is the recommendation of Staff that the 2022 rate studies be authorized as a single source procurement thereby bypassing the requirement to advertise a formal request for proposal. This is being recommended on the basis that the required services are to be supplied by a particular bidder having special knowledge, skill, expertise or experience

which cannot be provided by any other person. Given that Watson & Associates prepared the 2014 rate study, the Township's most recent Asset Management Plan, as well as the Development Charges Study, they have organizational knowledge that can be leveraged for the new rate study as well.

Staff had requested and has received a full proposal, including a scope of services from Watson & Associates which is attached to this report.

Financial Implications to Budget:

The Tertiary Water and Sewer System Rate Study is proposed to be proportionally funded from the Water & Sewer Reserves. The study was budgeted at a combined cost of \$40,000 in the 2022 Water and Sewer Budgets and will therefore well under-budget.

Submitted by:	Approved by:
Adam Boylan, CPA, CA Director of Finance / Treasurer	Adam Betteridge, MCIP, RPP Chief Administrative Officer

January 18, 2022

Adam Boylan
Director of Finance
Township of Malahide
87 John Street South
Aylmer, ON
N5H 2C3

Dear Mr. Boylan:

Re: Proposal to undertake the Malahide Tertiary Water and Wastewater System Rate Study

Further to your request, we are pleased to provide you with a proposal letter concerning the above-referenced assignment.

1. Scope of Work

The scope of the rate review study will include an analysis of current capital and operating forecasts, lifecycle cost requirements, current volumes, and customer profiles. The results of this analysis will then provide updated tertiary water rates and wastewater rates. This rate analysis will aim to provide fiscally responsible practices that are in line with current provincial legislation at a level of rate increases that are reasonable.

The proposed work plan will be as follows:

1. Project Initiation Meeting
2. Data Collection and Review
3. Volume and Customer Forecast
4. Capital Needs and Financing Analysis Update
5. Operating Costs Analysis Update
6. Rate Calculations
7. Review Calculations and Preliminary Rates with Staff
8. Finalize Rate Study Report

9. Council Presentation

Task #1 – Volume and Customer Data Analysis Update

- Set up an initial meeting with staff to confirm the timelines, deliverables, and requirements of the study.
- Begin modelling set up (excel based modelling will be used) based on current water and wastewater rate structures.

Task #2 – Data Collection and Review

- Watson will provide an information request for background documentation required to undertake the study, in order to:
 - Obtain 5 years of historical records on purchased and billable water volumes from the Aylmer Area Secondary Water Supply System (AASWSS) and the Port Burwell Area Secondary Water Supply System (PBASWSS), along with customer data for each system (i.e. total number of existing customers by secondary system).
 - Obtain current records on wastewater customers by type, in line with the current flat rate structure (i.e. by residential, Duplex & two houses on one account, apartments with 2 residential units, non-residential, etc.)
 - Obtain 10-year growth forecast data anticipated for the water and wastewater systems (by type for wastewater).
 - Obtain most current capital and operating budget/forecast information for the tertiary water and wastewater systems.
 - Obtain current information on water and wastewater reserves/reserve funds (year-end 2021).
 - Obtain current water and wastewater asset inventory including details on asset I.D., location, material type, historical cost, replacement costs, estimated useful life, etc.
 - Confirm current water and wastewater rates.
- Review information related to needed replacements, improvements, and expansions of the tertiary water and wastewater systems. This may include previous rate studies or the Township's Asset Management Plan/data.
- A forecast of the water rates from the AASWSS and PBASWSS will be required to assist in forecasting the cost of water purchases needed over the 10-year period (2022-2031).

Task #3 – Volume and Customer Forecast

- Based on historical information and data obtained, regarding purchased and billed water volumes and forecasted growth, forecast future water purchases and billable volumes. Further, based on existing and projected growth in wastewater customers will be used to forecast future customers. Volumes and customers identified in the 2022 budgets will also be used for the base year.

- Analyze, quantify, and evaluate water system losses by comparing the volumes purchased vs. metered volumes billed to assist in forecasting future needs for purchased water and billable volumes required for rate setting.
- Based on the average volume patterns for purchased and billed water, a water volume forecast will be developed, including anticipated growth needs.

Task #4 – Capital Needs and Financing Analysis Update

- Develop the 10-year capital forecast based on the Township's current water and wastewater forecasts, asset management plans/data related to lifecycle (replacement) needs, renewal, major maintenance needs, and growth needs, as applicable.
- Summarize the 10-year capital forecast needs for the systems as well as the long-term replacement needs on a lifecycle cost basis.
- Consider capital funding requirements and alternative financing options (e.g. debt transfers from reserves, transfers from operating budgets, etc.) to finance the required capital needs.

Task #5 – Operating Costs Analysis Update

- Review all available operating related information required for project purposes.
- Identify all operating costs and related annual cost components such as maintenance costs, testing, water purchases, engineering/administration, etc.
- Based on the forecast of rates from the AASWSS and PBASWSS, along with forecasted volumes, impacts to the operating budget will be assessed related water purchases.
- Summarize into capital and operating components for existing system replacement/optimization needs and long-term replacement needs on a lifecycle cost basis (existing and/or currently being prepared). Asset inventory information will be used for this purpose.
- From the future forecasts identified, assess potential cost implications; and
- Ensure that sustainable levels of revenue are available to provide sufficient resources for future rehabilitation and replacement needs.

Task #6 – Rate Calculations

- Rates will be calculated based on the current rate structure in place within the Township for water services (base charges and volume rates on a per cubic metre basis) and a flat rate basis for wastewater services which vary for different types of residential units vs. non-residential customers.
- The rate calculations will be based upon the forecasts calculated in previous tasks, including the capital and operating budget forecasts.

- Determination and recommendation of rates for full cost recovery that address operational, administrative, capital renewal/replacement (lifecycle), new capital, growth-related capital, continuous supply, debt, and reserve fund costs.

Task #7 – Review Calculations and Preliminary Rates with Staff

- One meeting has been provided to review the preliminary findings of the rate analysis including the capital and operating forecasts, lifecycle needs, and capital financing.
- Review the calculated rate forecast for both the tertiary water and wastewater systems over the forecast period.

Task # 8 – Finalize Rate Study Report

- Finalize the long-term plans prepared as part of the previous tasks for capital (i.e. related to the existing systems and future growth needs for the systems), and operating needs, including the long-term lifecycle needs.
- We will provide a Water and Wastewater Rate Study Report. The report will summarize the model results and forecasted rates over a 10-year period (2022-2031) for consideration by Council.

Task # 9 – Council Presentation

- One meeting with Council has been provided to relay the findings of the study. The presentation will include the most recent information on the legislation surrounding the water and wastewater industry, forecasted capital and operating budgets and resulting forecasted rate calculations.

2. Team Members

Gary Scandlan, BA, PLE, Managing Partner, would be the project manager for the rate study. Mr. Scandlan has been with Watson for 30 years before which he worked for two Regional municipalities. In regard to the latter, he held senior managerial positions and was directly responsible for long range financial planning, long term rate and tax impact planning as well as all facets of capital financing. He is currently a member of the firm's senior management group, which develops interpretations of legislative requirements, as well as methodologies and formats and determines alternative policy strategies for all facets of the corporate assignments. Mr. Scandlan has undertaken rate studies for a number of municipalities of varying size and has advanced the concept of long-term lifecycle costing within rate structures. Mr. Scandlan has had considerable involvement in the changes being made to the water and wastewater industry in Ontario. Of particular note, he:

- represented the Ontario Water Works Association (O.W.W.A.), Ontario Municipal Water Association (O.M.W.A.) and Canada Environmental Association (C.E.L.A.)

during the Walkerton Inquiry. He prepared several submissions, participated in two expert panels, and made presentations to Judge O'Connor on two occasions;

- assisted in the preparation of a formal submission to the Province on behalf of O.W.W.A./O.M.W.A. upon first reading of Bill 155 (subsequently Bill 175);
- has been retained by O.W.W.A./O.M.W.A. to represent the Associations during stakeholder discussions on the Regulations for both S.W.S.S.A. and S.D.W.A.;
- has undertaken numerous lectures on Bill 175/195 and the Water Opportunities Act, as well as other aspects of the water industry in Ontario on behalf of A.M.O., A.M.C.T.O., A.P.W.A., O.G.R.A./R.O.M.A., O.M.W.A., O.W.W.A./C.W.W.A. and Trent University; and
- worked with the Province of Ontario to refine Municipal Act legislation and regulations as it applies to water and wastewater services.

Nancy Neale, PLE, Manager, will be the day-to-day contact and be responsible for the capital and operating needs review, lifecycle needs assessment, staff meetings, calculations, and the compilation and preparation of the final report and presentation. Nancy joined Watson in 2003 and has participated in over 200 development charge assignments, over 100 water and wastewater rate studies and various financial plans, financial impact assessments and long-term financial plans.

Subrina Goolsarran, B.Sc., Analyst, Subrina would assist with the completion of the rate study and includes report documentation, data compilation, and analysis. She joined the firm in early 2020 and primarily works in the field of development charges, water and wastewater rate studies and financial plans and service delivery reviews.

3. Project Budget and Schedule

Based on the work program identified, our budget estimate to complete the water and wastewater rate study is \$25,620 (excluding applicable taxes). A breakdown of the budget estimate by study step and by individual is presented below.

Table 1
Detailed Budget by Study Step

Budget by Task	Gary Scandlan, Managing Partner	Nancy Neale, Manager	Subrina Goolsarran, Analyst	Total Resources	Cost per Task (\$)
Hourly Rates	\$305	\$225	\$140		
Malahide Tertiary Water System and Wastewater System Rate Study					
1 Project Start-up & Initiation Meeting (1)*	3	1	3	7	\$1,560
2 Data Collection and Review	2	4	6	12	\$2,350
3 Volume and Customer Forecast	1	5	10	16	\$2,830
4 Capital Needs and Financing Analysis Update	2	5	8	15	\$2,855
5 Operating Costs Analysis Update	2	3	6	11	\$2,125
6 Rate Calculations	2	5	6	13	\$2,575
7 Staff Meeting for Review of Rate Analysis (1)*	4	3	6	13	\$2,735
8 Preparation of Report	2	6	12	20	\$3,640
9 Council Meeting (1)*	4	2	4	10	\$2,230
10 Project Management	4	4	-	8	\$2,120
Sub-Total Tertiary Water System and Wastewater System	26	38	61	125	\$25,020
Disbursements (including travel, teleconferences, admin. fee, etc.)					\$600
Total Malahide Tertiary Water System and Wastewater System incl. Disbursements					\$25,620

(#) Number of Meetings - Includes preparation and travel time

* Assumes Meeting is Conducted Virtually

- Watson's budget provides for three (3) meetings, including an initiation meeting, one meeting with staff to review the assumptions and findings of the rate study, and one meeting with the Council.
- All meetings and presentations are assumed to be virtual.
- If staff wish to have Watson attend additional meetings, we would be available to prepare for and attend at an upset budget of \$1,600 per addition virtual meeting.
- If staff wish to have Watson attend meetings in person, there would be an additional budget requirement of \$600 per meeting related to travel time and expenses.
- Out-of-pocket disbursements for travel, copying and related expenses, are invoiced at cost.
- Our billings are submitted on a monthly basis for time worked on the project during the previous month. Billings are on a net 30-day basis.
- The quotations provide for a digital copy of the Final Report.

We believe, based on our experience, that the budget accurately reflects the time required to undertake all the steps necessary for the completion of the tertiary water and wastewater rate study. In addition, we believe that the investment in having the work done by a specialist firm such as Watson can potentially provide significant financial and long-term economic benefit to the Township of Malahide.

4. Time Schedule

Based on the request for proposal we have developed the work program to allow us to complete the study activities and have the final water and wastewater study report available in June 2022. Watson will present the findings to Council on September 15, 2022.

Understanding that Municipal elections will be held on October 24, 2022 and that there may be a “lame duck” situation, Watson is prepared to adjust the timeline/schedule for final approval of the rates with the client, in the event that the election process impacts Council’s ability to approve the rate study.

Table 4-1
Detailed Timeline of Project Activities

Details	2022																											
	March				April				May				June				July				August				September			
Malahide Wastewater & Tertiary Water System Timelines																												
1 Project Start-up & Initiation Meeting (1)	ST																											
2 Data Collection and Review																												
3 Volume and Customer Forecast																												
4 Capital Needs and Financing Analysis Update																												
5 Operating Costs Analysis Update																												
6 Rate Calculations																												
7 Staff Meeting for Review of Rate Analysis (1)																												
8 Preparation of Report																												
9 Council Meeting (1)																												
10 Project Management																												

ST - Start-Up Initiation Meeting

SM - Staff Meeting

CM - Council Meeting

R - Report

5. Township Staff Resources and Responsibilities

The Consultant Team will rely on Township staff to facilitate the gathering and production of information that is required during rate study process.

Staff will also be responsible for attending working meetings with the consultant to provide input and clarification regarding all aspects of the study, as well as advertising, coordinating, and attending the Council meeting.

6. Other Matters

6.1 Project Management

Watson understands how important it is to meet timelines and budget, and that the key to success is to develop a thorough schedule and internal project management plan. Given that there is always the potential for unforeseen circumstances during any project, the consulting team recognizes the importance of a well-crafted project management plan to ensure that unforeseen circumstances can be dealt with quickly and the project remains on time and on budget. For Watson to manage its resources effectively for this study, Gary Scandlan, as the project manager, will be responsible for developing and overseeing compliance with the project work plan and ensuring that the Township is informed of all project activities. Mr. Scandlan will be actively involved in all steps of the implementation and execution of the project. He will coordinate assignments and be accessible and responsive to Township staff. On-going project management and client consultation will allow Watson to effectively manage its resources across all active projects.

Part of Watson's successful strategy is sound communication management, both internally and with clients. Internal meetings and correspondence allow for our staff to establish clear and achievable expectations for project deliverables to be provided on time. Constant communication between consulting staff and Township staff via meetings, telephone and e-mail will allow issues and concerns to be dealt with immediately.

6.2 Accessibility

Watson is committed to producing accessible documents that comply with A.O.D.A. (Accessibility for Ontarians with Disabilities Act, 2005) guidelines, as well as adherence to C.N.I.B. (Canadian National Institute for the Blind) Clear Print guidelines. Watson can provide reports as PDF files that pass the Adobe Acrobat Pro DC Accessibility Checker.

Illustrations in the form of images, figures, diagrams, and complex tables often display data that is difficult to make accessible to people with visual disabilities. To effectively

communicate complicated information in a way that is accessible and understandable to the reader, such illustrations are inserted as enhanced metafiles with descriptive, perceivable, and understandable alternative text. In addition, a comprehensive rendering of the data is included in the text to complement the illustrations and communicate results clearly.

In cases where complex data tables are being provided, or the Township requires customized report styles, templates, and specific formatting (e.g. the use of capital letters, underlining, italics, font sizes and colours), we will discuss any special circumstances with the Township. Often, complex data tables would be included as a separate appendix in order that they can be separated from the main document when being published in the public domain (e.g. Township website) where accessibility is required.

6.3 COVID-19

In response to the COVID-19 pandemic and the recommendations given by the Province, Watson has implemented strategies to ensure the safe interaction with our clients, employees, and the public. Furthermore, we are committed to the successful completion of all contracts using the best tools available. Our employees are set up to work remotely and have been trained in software and processes to continue to work collaboratively with all our clients, colleagues, and sub-contractors. We also have the ability to teleconference through audio and video means to hold meetings, interviews, etc. In addition, we have been working with clients in the existing environment on conducting virtual public meetings and have had discussions regarding possible online/digital public engagement opportunities, should that become a necessity. We continue to communicate with our clients and third-party service providers on their own business continuity plans to ensure cooperation and best practices.

6.4 Conflict of Interest

We have reviewed our current projects within the area and confirm that none of the Team members have a conflict of interest.

We look forward to the opportunity of working with you on this important assignment. Should the above proposal meet your approval, please indicate by signing below and returning a copy for our records.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.



Gary Scandlan, B.A., P.L.E.
Managing Partner

Having read the above Letter of Contract from Watson & Associates Economists Ltd., dated January 18, 2022, we agree to acceptance of this proposal and to engage Watson & Associates Economists Ltd. upon the terms set out therein.

Signed: _____

Accepted on behalf of: _____

Township of Malahide

Date: _____



Report to Council

REPORT NO.: DS-22-10
DATE: February 17, 2022
ATTACHMENT: Report Photo; Letter requesting Lots to be Deemed; and, Draft Deeming By-law
SUBJECT: **REQUEST FOR A DEEMING BY-LAW OF WENDY D'ANGELO (AUTHORIZED AGENT: MATT CAMPBELL, C/O ZELINKA PRIAMO LTD.)**

Recommendation:

THAT Report No. DS-22-10 entitled “Request for a Deeming By-law of Wendy D'Angelo” be received;

AND THAT Council approve By-law 22-09, which will deem Lots 105 through 110 on Plan 78 (known locally as 11789 Superior Street), West Side of Superior St. in the Village of Springfield, not to be a Plan of Subdivision.

Background:

As provided in the attached request letter, the owners of the subject lands have previously applied to the County Land Division Committee (Application No. E01/22), however such application was differed so that a “Deeming By-law” could be passed, having the effect of merging 6 existing lots into one, and then proceed to be severed into the two lots as proposed with the severance application.

Council considered this severance at its January 20th, 2022 meeting (Report No. DS-22-04).

Comments:

The subject property, which contains one residence and accessory building, is legally comprised of 6 lots. A “Deeming By-law” is required to be passed by Council so to deem

these lots not to be part of a plan of subdivision. This will have the effect of merging them together in accordance with the Planning Act, RSO 1990.

Council may adopt a Deeming By-law to regulate the conveyance of whole lots within a registered plan of subdivision. The adoption of the attached Deeming By-law will mean that the 6 described lots will become one property, and such will allow the desired severance (to create one new residential parcel) to proceed.

Another component of the proposed severance, and was recommended to be added as a condition, was a Development Agreement given the newly severed lot will contain the existing garage, and such simple Development Agreement would be required to ensure that a single-detached dwelling should be constructed within a short period of time.

If Council deems it appropriate, and considering Council has already provided its support to this severance, a by-law authorizing the Mayor and Clerk to execute such Development Agreement only at such time that Provisional Consent Approval has been granted by the LDC can be done. Doing so at this juncture can save time for both Council and the Applicant after the LDC grants such approval.

The pertinent clauses of such agreement would state:

“1. The Owner(s) agree(s):

- a) To obtain the necessary Building Permit and obtain occupancy for a single-unit dwelling within two (2) years from the date of granting consent (being the date to which the severed parcel is created) by the County of Elgin Land Division Committee, and to the satisfaction of the Township of Malahide;
- b) That if a single-unit dwelling is not established within the stated timeframe as set-out in clause 1. a) above, that the Township can utilize its powers to have the accessory structure demolished;
- c) To provide the Township of Malahide with a financial security deposit in the amount of \$ 5,000.00 to ensure that the above clauses are satisfactorily addressed, upon such time the Township agrees to return such financial security deposit in full to the Owners; and,
- d) That the security deposit can be used by the Township to have the accessory building demolished if the above clauses are not satisfactorily addressed.”

If Council is supportive of authorizing the Mayor and Clerk to execute such Development Agreement, the following additional statement can be provided into the recommendation:

“AND THAT Council pass By-Law 22-___, being a By-law to authorize the execution of a Development Agreement, pursuant to Sections 51 and 53 of the Planning Act, R.S.O. 1990, and Severance Application No. D10-E01-22, with Wendy D'Angelo relating to property in the Village of Springfield.”

Financial Implications to Budget:

The full cost of the development process, including the legal expenses incurred by the Township (e.g. to have the by-law registered on the property title) is at the expense of the applicant/property owner and has no implications on the Township's Budget.

Relationship to Cultivating Malahide:

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

One of the goals that support this project is the "Promote new development in a responsible manner that directs growth to appropriate areas within the Township". By supporting this deeming by-law and facilitating this proposal the Council is achieving this goal.

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

REQUEST FOR A DEEMING BY-LAW

WENDY D'ANGELO

(AUTHORIZED AGENT: MATT CAMPBELL, C/O ZELINKA PRIAMO LTD.)

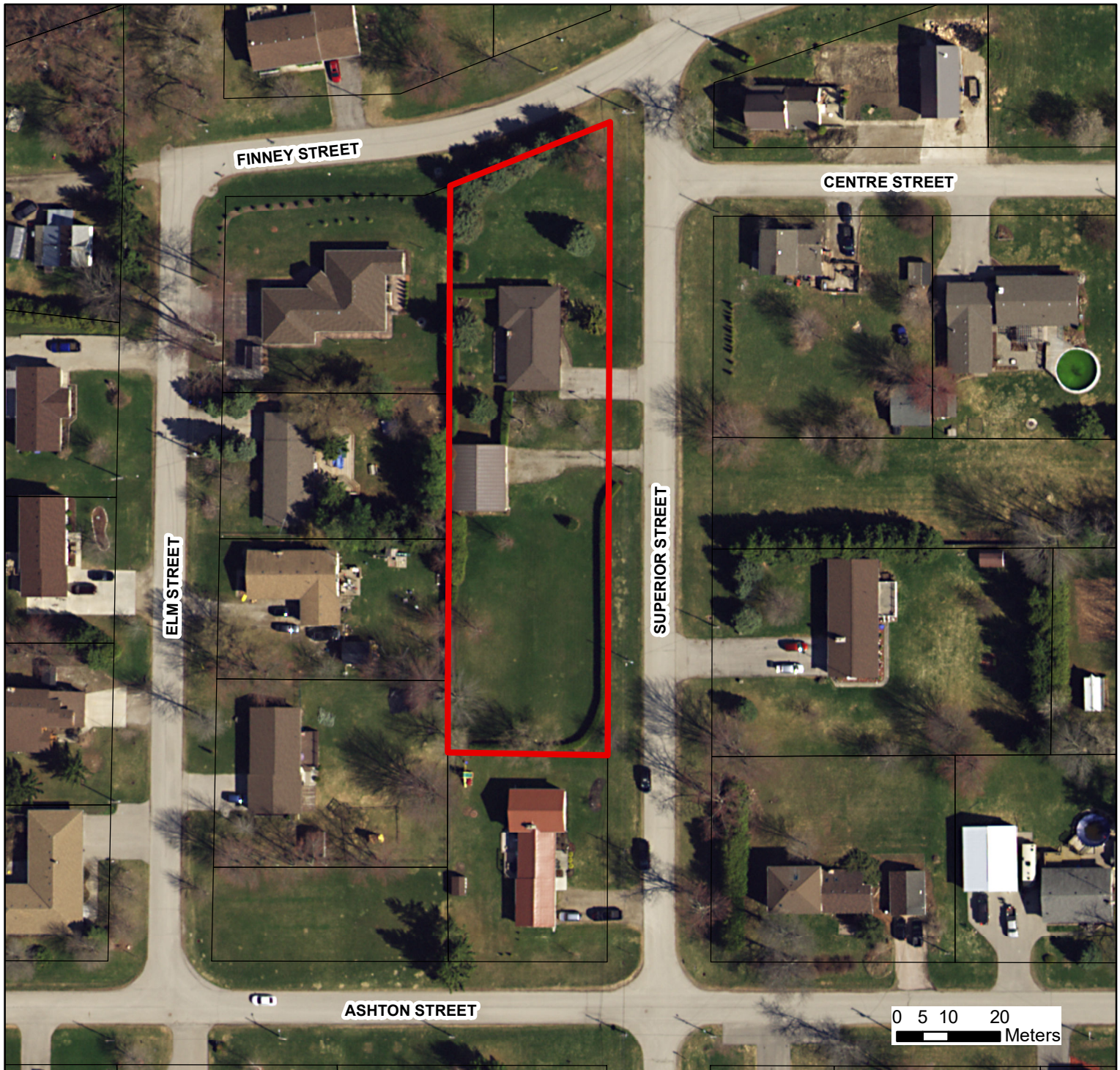
11789 Superior Street

Lots 105 through 110 on Plan 78

Township of Malahide

117

**Township
of Malahide
Figure 1**



Lands subject to By-law No. 22-09



February 10, 2022

sent via email

Mr. Adam Betteridge, MCIP, RPP
Chief Administrative Officer
Township of Malahide
87 John Street North
Aylmer, ON
N5H 2C3
abetteridge@malahide.ca

Dear Mr. Betteridge,

**Re: Request for Deeming By-Law
Lots 105-110 Registered Plan No. 78
Municipal No. 11789 Superior Street
Springfield, ON
Township of Malahide**
Our File: DNG/MAL/21-01

Further to our recent discussions, we hereby request that the Township of Malahide pass a 'deeming by-law' for the purpose of deeming Lots 105 to 110 (inclusive) on Registered Plan No. 78 to *not* be a registered plan of subdivision. The intent of this deeming by-law is to allow for the formal severance of these lands as proposed in a recently submitted Consent to Sever application that is presently before the Elgin County Land Division Committee.

We trust that the enclosed information is complete and satisfactory and we look forward to a timely approval process. Should you have any questions or require additional information, please feel free to contact our office.

Yours very truly,

ZELINKA PRIAMO LTD.



Matt Campbell, BA, CPT
Senior Planner
matt.c@zpplan.com

cc. Joe D'Angelo

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-09

**BEING A BY-LAW TO DEEM PART OF REGISTERED PLAN NO. 78
IN THE VILLAGE OF SPRINGFIELD
IN THE TOWNSHIP OF MALAHIDE
NOT TO BE A PLAN OF SUBDIVISION**

February 17th, 2022

WHEREAS Subsection (4) of Section 50 of the Planning Act, R.S.O. 1990, as amended, authorizes a local municipality to designate any plan of subdivision, or part thereof, that has been registered for eight years or more as not being a plan of subdivision for the purposes of Subsection (3) of Section 50 of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS it is deemed expedient, in order to control adequately the development of certain lands within the Township of Malahide, that a By-law be passed pursuant to the said Subsection (4) of Section 50 of the Planning Act, R.S.O. 1990;

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

- 1) That part of Registered Plan No. 78 in the Township of Malahide (Village of Springfield) described as Lots 105 through to and including Lot 110, West Side of Superior St., Registered Plan No. 78 (and as shown on Schedule "A" to this By-law) shall be deemed not to be a registered plan of subdivision for the purposes of Subsection (3) of Section 50 of the Planning Act, R.S.O. 1990, as amended.
- 2) This By-law shall not become effective until the requirements of Subsection (28) of Section 50 of the Planning Act, R.S.O. 1990, as amended, have been complied with.
- 3) The Clerk is hereby authorized and directed to proceed with registering a certified copy of this By-law in Land Registry Office No. 11 and the giving of notice of the passing of this By-law in accordance with the requirements of Subsections (28) and (29) of Section 50 the Planning Act, R.S.O. 1990.

READ A FIRST AND SECOND TIME THIS 17TH DAY OF FEBRUARY, 2022.

READ A THIRD TIME AND PASSED THIS 17TH DAY OF FEBRUARY, 2022.

Allison Adams, Municipal Clerk

Dave Mennill, Mayor

FINNEY STREET

CENTRE STREET

**LANDS
SUBJECT TO
BY-LAW
NO. 22-09**

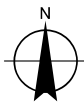
ELM STREET

SUPERIOR STREET

This is Schedule 'A' to By-Law No. 22-09
passed on the 17th day of February, 2022

MAYOR

CLERK



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

SCHEDULE 'D'

0 5 10 20 Metres

**THE TOWNSHIP OF MALAHIDE
BY-LAW NO. 22-09
EXPLANATORY NOTE**

By-law No. 22-09 of the Corporation of the Township of Malahide is a By-law to deem a portion of Registered Plan of Subdivision No. 78 in the Village of Springfield not to be a subdivision. Specifically, the proposal is to deem Lots 105 through to and including Lot 110 on the west side of Superior Street. The purpose for the deeming of subdivision is to facilitate a desired severance of a new residential lot as per County of Elgin Land Division Committee Application No. E01-22.

By-law No. 22-09 affects property in the Township of Malahide, known locally as 3493 & 3497 Colin Street in the Village of Springfield.

The effect of By-Law 22-09 is to merge Lots 105 through to and including Lot 110 as previously described so to facilitate the creation of one (1) new residential parcel to be created.

Schedule "A" to the attached By-law No. 22-09 is a map showing the location of the subject property.



Report to Council

REPORT NO.: DS-22-11

DATE: February 17th, 2022

ATTACHMENT: Report Photo, Draft Development Agreement

SUBJECT: **APPLICATION FOR DEVELOPMENT AGREEMENT AS PER
CONSENT TO SEVER OF ANNA AND ISAAK GIESBRECHT**

LOCATION: Part of Lot 11, Concession 1
(49485 Nova Scotia Line, Copenhagen)

Recommendation:

THAT Report No. DS-22-11 entitled “Application for Development Agreement as per Consent to Sever of Anna and Isaak Giesbrecht” be received;

AND THAT the prepared Development Agreement relating to the property located at Part of Lot 11, Concession 1, and known municipally as 49485 Nova Scotia Line in the Hamlet of Copenhagen, be supported for the reasons set out in this Report;

AND THAT Council pass By-Law 22-11, being a By-law to authorize the execution of a Development Agreement with Anna and Isaak Giesbrecht pursuant to Sections 51 and 53 of the Planning Act, R.S.O. 1990, and Severance Application No. E73-21.

Comments/Analysis:

Council will recall the application for Consent to Sever (the “Application”) submitted by David Roe c/o Civic Planning Solutions Inc, on behalf of Anna and Isaak Giesbrecht in order to create one new residential parcel, including the conversion of an existing barn into a residence (Report No. DS-21-45, considered at the October 21, 2021 Meeting of Council).

The Application was granted provisional consent by the County’s Land Division Committee (“LDC”) subject to a number of conditions being completed, one such requiring that a Development Agreement be executed with the Township of Malahide in order to ensure the barn is indeed converted within an appropriate period of time.

The Application relates to the property in Copenhagen at 49485 Nova Scotia Line.

The Development Services Staff have prepared a simple development agreement and recommend it be approved. The pertinent clauses of the agreement state:

“The Owners agree:

- a) To obtain the necessary Building Permit and obtain occupancy for the converted barn into a single-unit dwelling within two (2) years from the date of granting consent (being the date to which the severed parcel is created) by the County of Elgin Land Division Committee, and to the satisfaction of the Township of Malahide;
- b) That if the barn is not converted within the stated timeframe as set-out in clause 1. a) above, that the Township can utilize its powers to have the barn demolished;
- c) To provide the Township of Malahide with a financial security deposit in the amount of \$ 5,000.00 to ensure that the above clauses are satisfactorily addressed, upon such time the Township agrees to return such financial security deposit in full to the Owners; and,
- d) That the security deposit can be used by the Township to have the accessory building demolished if the above clauses are not satisfactorily addressed.”

Financial Implications to Budget:

The full cost of the consent and associated Development Agreement process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

Relationship to Cultivating Malahide:

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

One of the goals that supports the “Our Land” Strategic Pillar is “Promote growth in a responsible manner”. Council is achieving this goal by requiring a Development Agreement which ensures certain matters deemed important by the Township are secured.

Submitted by:	Approved by:
Christine Strupat, CPT Development Services Technician/ Assistant Planner	Adam Betteridge, MCIP, RPP Chief Administrative Officer

APPLICATION FOR A CONSENT TO SEVER

124

David Roe, Civic Planning Solutions Inc, agent for Anna and Isaak Giesbrecht

49485 Nova Scotia Line
Part Lot 11, Concession 1
Township of Malahide

**Township
of Malahide
Figure 1**



OFFICIAL PLAN DESIGNATION
Hamlet

ZONING
HR Hamlet Residential



LANDS TO BE SEVERED



LANDS TO BE RETAINED



THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-11

Being a By-law to authorize the execution of a Development Agreement, pursuant to Sections 51 and 53 of the Planning Act, R.S.O. 1990, and Consent Application No. E73-21, with Anna and Isaak Giesbrecht relating to the property in the Hamlet of Copenhagen described as Part of Lot 11, Concession 1 (known locally as 49485 Nova Scotia Line).

WHEREAS Subsection 12 of Section 53 of the Planning Act, R.S.O. 1990, c. P.13, provides Consent Granting Authorities the same powers as the approval authority has with respect to the approval of a plan of subdivision, including granting approvals subject to such terms and conditions as the Consent Granting Authority considers advisable;

AND WHEREAS Subsections 25, 26 and 27 of Section 51 of the Planning Act, R.S.O. 1990, c. P.13, authorizes municipalities to enter into agreements imposed as a condition by the Consent Granting Authority and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land. 1994, c. 23, s. 30;

AND WHEREAS on October 27th, 2021 the County of Elgin Land Division Committee granted provisional consent to a severance as per Application No. E73-21 requiring (amongst other conditions) the entering into of a Development Agreement in order to regulate the conversion of an existing barn, proposed to remain on the severed lot, into a residential dwelling;

AND WHEREAS such severance relates to the property located at Part of Lot 11, Concession 1, being property in the Hamlet of Copenhagen known locally as 49485 Nova Scotia Line;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into a Development Agreement with Anna and Isaak Giesbrecht as the owner of the property subject to Application No. E73-21;

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

1. THAT the entering into a Development Agreement with Anna and Isaak Giesbrecht relating to the property located at Part of Lot 11, Concession 1, being property in the Hamlet of Copenhagen known locally as 49485 Nova Scotia Line, 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 Development 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 Development 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 17th day of February, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 17th day of February, 2022.

Mayor, D. Mennill

Clerk, A. Adams

Schedule 'A' to By-law No. 22-11

**AGREEMENT MADE UNDER SECTIONS 51(25) AND (26), AND SECTION 53(12)
OF THE PLANNING ACT, R.S.O. 1990**

THIS AGREEMENT made this _____ day of _____ A.D. 2022.

BETWEEN:

ANNA AND ISAAK GIESBRECHT
(Hereinafter called the "Owners")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Owners represent that they are the Owners of the lands in the Hamlet of Copenhagen in the Township of Malahide described as Part of Lot 11, Concession 1, and known municipally as 49485 Nova Scotia Line, and registered in the Registry Office for the Land Titles Division of Elgin (No. 11), being all of the P.I.N. identified as P.I.N. _____ - _____ (LT) (the "Property");

AND WHEREAS the Owners have applied to the Elgin County Land Division Committee (herein called "the Committee") for a consent pursuant to Section 53 of the Planning Act to sever a parcel for proposed residential use (conversion of the barn into a dwelling). The retained parcel is proposed to remain in residential use pursuant to Consent Application No. E 73-21 (herein called "the Application");

AND WHEREAS the Committee approved the Application subject to the Owners satisfying certain conditions prior to the Township issuing a building permit for the conversion of the barn into a dwelling pursuant to the Application;

AND WHEREAS this Agreement is being entered into by the parties hereto in order to satisfy one of the conditions to the approval of the Application which reads as follows:

"vi) That the applicants initiate and assume the full cost associated with the required Development Agreement with the Township of Malahide in accordance with section 53 of the Ontario Planning Act, R.S.O. 1990 to ensure the conversion of the existing barn to residence occurs in accordance with the Ontario Building Code and within a specified period of time."

AND WHEREAS this Agreement is being registered against the lands as described above and the Township is entitled to enforce the provisions thereof against the Owners and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land in accordance with Subsection (26) of Section 51 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE WITNESSETH THAT in consideration of the premises and the sum of TWO (\$2.00) DOLLARS paid to the Township by the Owners (the receipt whereof is hereby acknowledged) and in consideration of the Township being supportive of the Owners' intentions for the conversion of the barn into a dwelling on the lands as proposed in Application No. E 73-21, the Owners covenant and agree with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. The Owners agree: *(commencing on the following page / page 2)*

- a) To obtain the necessary Building Permit and obtain occupancy for the converted barn into a single-unit dwelling within two (2) years from the date of granting consent (being the date to which the severed parcel is created) by the County of Elgin Land Division Committee, and to the satisfaction of the Township of Malahide;
 - b) That if the barn is not converted within the stated timeframe as set-out in clause 1. a) above, that the Township can utilize its powers to have the barn demolished;
 - c) To provide the Township of Malahide with a financial security deposit in the amount of \$ 5,000.00 to ensure that the above clauses are satisfactorily addressed, upon such time the Township agrees to return such financial security deposit in full to the Owners; and,
 - d) That the security deposit can be used by the Township to have the accessory building demolished if the above clauses are not satisfactorily addressed.
2. Adjustments to the requirements and provisions of this Agreement may be made subject to the approval of the Township provided that such adjustments are in the spirit of this Agreement and the intent of this Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Township is required before such minor adjustments can be made.
3. Nothing in this Agreement constitutes a waiver of the obligation of the Owners to comply with the Zoning By-law of the Township or any other By-laws of the Township or any regulations or restrictions legally imposed by any government authority or agency having jurisdiction in connection therewith.
4. The Owners agree that all the facilities and matters required by this Agreement shall be provided and maintained at their sole risk and expense and to the satisfaction of the Township. The Owners further agree that in the event that they fail to comply with any of the provisions of this Agreement, in the sole discretion of the Township, the Township may perform such requirements at the expense of the Owners upon seven (7) days prior notice, in writing, to the Owners and forthwith in the case of any emergency. The Owners acknowledge that any expense incurred by the Township in performance of such requirements is the responsibility of the Owners and shall be recoverable by the Township.
5. The Owners, on behalf of themselves, their successors and assigns, hereby covenant to indemnify and save harmless the Township against any legal liability for losses, damages, claims, actions, demands, suits, and costs arising directly or indirectly from anything done by it or its servants, contractors or agents in connection with its performance under this Agreement.
6. This Agreement shall be registered against the Property. The covenants, agreements, conditions, and understandings herein contained on the part of the Owners shall run with the lands and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Owners further covenant and agree to pay to the Township the cost of registration of this Agreement.
7. If any terms of this Agreement shall be found to be ultra vires the Township, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.
8. The Owners agree to obtain and to register such postponements as may be acceptable to the Township of any charges, mortgages or encumbrances on the Property prior to the registration of this Agreement. The Owners acknowledge that the Township will not be required to finalize or register this Agreement until it has been satisfied that no other

outstanding charges or encumbrances are registered on the Property.

- 9. The Owners acknowledge that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25.
- 10. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the other party's right to enter into and enforce this Agreement. This provision may be pleaded by either party in an action or proceeding as an estoppel of any denial of such right.
- 11. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Owners have hereunto affixed their signatures and the Township has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

Witness

Anna Giesbrecht

Witness

Isaak Giesbrecht

**The Corporation of the Township of
Malahide**

Per: _____
Dave Mennill, Mayor

Per: _____
Allison Adams, Clerk
We have authority to bind the Corporation.



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Virtual Meeting Minutes of January 5, 2022
Approved February 2, 2022

The Board of Directors Meeting was held via videoconference, on Wednesday, January 5, 2022, 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
Ken Hewitt	Haldimand County
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Ian Rabbitts	Norfolk County
Peter Ypma	Township of South-West Oxford

Regrets: none

* K. Chopp joined the meeting at 6:40 p.m.

Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Leigh-Anne Mauthe, Interim Manager of Watershed Services
 Paul Gagnon, Lands and Waters Supervisor
 Lorrie Minshall, Special Projects
 Zachary Cox, Marketing Coordinator
 Dana McLachlan, Executive Assistant

Guests in attendance:

Kimberley Earls
 Alison Earls

1. Welcome and Call to Order

The chair called the meeting to order at 6:30 p.m., Wednesday, January 5, 2022.

2. Additional Agenda Items

There were no additional agenda items.

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

3. Declaration of Conflicts of Interest

None were declared.

4. Election of Chair and Vice-Chair 2022

The Chair and Vice-Chair vacated their seats and Ms. Kimberley Earls, Economic Development Coordinator for South Central Ontario Region Economic Development Corporation assumed the Chair position. The positions for Chair and Vice-Chair were declared vacant.

A-1/22

Moved by T. Masschaele

Seconded by V. Donnell

THAT the LPRCA Board of Directors appoints Alison Earls as scrutineer for the purpose of electing officers.

CARRIED

a) Election of Chair

1) Call for Nominations

Robert Chambers nominated John Scholten who accepted the nomination.

Chair Earls made two further calls for nominations. There were no further nominations.

2) Motion to Close Nominations for Chair

A-2/22

Moved by R. Chambers

Seconded by P. Ypma

That the nominations for the Chair be closed.

CARRIED

3) Distribution and collection of ballots by Scrutineer: Not required

4) Announce Election Results

John Scholten was declared the Long Point Region Conservation Authority Chair for 2022.

5) Motion to Destroy Ballots: Not required

b) Election of Vice-Chair

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

1) Call for Nominations

Peter Ypma nominated Michael Columbus who accepted the nomination.

Chair Earls made two further calls for nominations. There were no further nominations.

2) Motion to Close Nominations for Vice-Chair

A-3/22

Moved by V. Donnell

Seconded by I. Rabbitts

That the nominations for the LPRCA Vice-Chair be closed.

CARRIED

3) Distribution and collection of ballots by Scrutineer: Not required

4) Announce Election Results

Michael Columbus was declared the Long Point Region Conservation Authority Vice-Chair for 2022.

5) Motion to Destroy Ballots: Not required

K. Chopp joined the meeting.

The Chair and Vice-Chair thanked their nominators and the Board for their support and were looking forward to the year ahead.

J. Scholten assumed the Chair. Ms. K. Earls and Ms. A. Earls were thanked for their service and left the meeting at 6:40 p.m.

5. Committee Appointments

A-4/22

Moved by R. Chambers

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors approves the following appointments for 2022:

Dave Beres as the Land Acquisition Chair;

And

Michael Columbus and the LPRCA Chair to the Lee Brown Marsh Management Committee;

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

And

Tom Masschaele, Michael Columbus, Dave Beres, and the LPRCA Chair to the Backus Museum Committee;

And

Dave Beres, Valerie Donnell, Ken Hewitt, the LPRCA Chair and LPRCA Vice-chair to the Audit and Finance Committee.

CARRIED

6. Minutes of the Previous Meeting

a) Board of Directors Meeting December 1, 2021

There were no questions or comments.

A-5/22

Moved by T. Masschaele

Seconded by P. Ypma

THAT the minutes of the LPRCA Board of Directors Meeting held December 1, 2021 be adopted as circulated.

CARRIED

7. Business Arising

There was no business arising from the previous minutes

8. Review of Committee Minutes

There were no Committee Minutes presented.

9. Correspondence

There was no correspondence presented for review.

10. Development Applications

a) Staff Approved applications

Ten applications were approved through the General Manager's delegated authority in the past month. LPRCA-242/21, LPRCA-253/21, LPRCA-255/21, LPRCA-256/21, LPRCA-257/21, LPRCA-259/21, LPRCA-258/21, LPRCA-260/21, LPRCA-261/21, and LPRCA-264/21.

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-6/22

Moved by M. Columbus

Seconded by D. Beres

THAT the LPRCA Board of Directors receives the Staff Approved Section 28 Regulation Applications report dated December 15, 2021 as information.

CARRIED

b) New Applications

The Planning Department staff recommended one application for approval. The application is to demolish an existing residential structure and replace it with a larger residential structure, detached garage, and a septic system.

A-7/22

Moved by S. Patterson

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors approves the following Development Applications contained within the background section of this report:

- A. For Work under Section 28 Regulations, Development, Interference with Wetlands & Alterations to Shorelines and Watercourses Regulations (R.R.O. 1990 Reg. 178/06),*

LPRCA-265/21

- B. That the designated officers of LPRCA be authorized to complete the approval process for this Development Application, as far as it relates to LPRCA's mandate and related Regulations.*

CARRIED

c) 2020 and 2021 Permit Application Turnaround Times

The Interim Manager of Watershed Services reviewed the Planning Department's statistics for permit turnaround times for the years 2020 and 2021. Service standards were created by the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF) in 2010. In 2015, LPRCA created objectives for plan review and permitting activities with more aggressive targets than required by MNDMNRF.

Staff achieved their targets in the last two years and strive to maintain and improve turnaround times.

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-8/22

Moved by P. Ypma

Seconded by M. Columbus

THAT the LPRCA Board receives the 2020 and 2021 Permit Application Turnaround Times Report as information.

CARRIED

d) Customer Service Plan Update

The current Customer Service Plan was endorsed by the board in 2017. Staff made suggestions to improve turnaround times and to improve customer service.

Staff also provided initiatives that would provide more information to applicants, contractors, and consultants to enhance customer service and further improve turnaround times.

A-9/22

Moved by T. Masschaele

Seconded by I. Rabbitts

THAT the minutes of the LPRCA Board of Directors Meeting held December 1, 2021 be adopted as circulated.

CARRIED

11. New Business**a) 2021 LPRCA BUDGET VOTE**

After the Budget meeting on November 10, 2021, the 2022 LPRCA Budget was circulated to member municipalities for a 30-day comment period on November 12, 2021. There were no requests for municipal council presentations.

A-10/21

Moved by D. Beres

Seconded by M. Columbus

That the LPRCA Board of Directors approves the following recommendations regarding LPRCA's 2022 Operating and Capital budgets;

- 1. That the 2022 proposed Ontario Regulation 178/06 Permit Fees and Planning Act Review Fees be approved as set out in Attachment 1;***
- 2. That the 2022 proposed Conservation Area User Fees be approved as set out in Attachment 2;***

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

3. *That the 2022 Operating Budget in the total amount of \$4,797,561 and requiring a Municipal Levy- Operating of \$1,724,259 be approved as set out in Attachment 3;*
4. *That the 2022 Capital Budget in the total amount of \$511,250 requiring a General Municipal Levy- Capital of \$381,700 be approved as set out in Attachment 3;*
5. *That the proposed 2022 Consolidated Budget in the total amount of \$5,308,811 and requiring a Municipal Levy –Consolidated of \$2,105,959 be approved as set out in Attachment 3.*

<u>Member</u>	<u>Municipality/Group</u>	<u>Weight</u>	<u>Absent</u>	<u>Present</u>	<u>In Favour</u>	<u>Opposed</u>
Valerie Donnell	Municipality of Bayham	4.73		✓	4.73	
Robert Chambers	County of Brant	7.23		✓	7.23	
Ken Hewitt	Haldimand County	7.45		✓	7.45	
Stewart Patterson	Haldimand County	7.45		✓	7.45	
Valerie Donnell	Township of Malahide	0.76		✓	0.76	
Kristal Chopp	Norfolk County	12.5		✓	12.5	
Michael Columbus	Norfolk County	12.5		✓	12.5	
Tom Masschaele	Norfolk County	12.5		✓	12.5	
Ian Rabbitts	Norfolk County	12.5		✓	12.5	
John Scholten	Township of Norwich	7.46		✓	7.46	
Peter Ypma	Township of South-West Oxford	7.46		✓	7.46	
Dave Beres	Town of Tillsonburg	7.46		✓	7.46	

Weighted Vote Result

100

100%

CARRIED**b) 2022 Tree Order Confirmation**

Long Point Region Conservation Authority purchases a variety of native tree and shrub species for restoration projects annually. Projects include the Private Land Tree Planting Program, 50 Million Tree Program, and the Clean Water project. Staff proposed to order 67,100 seedlings for the 2022 season.

A-11/22

Moved by K. Hewitt

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

Seconded by K. Chopp

THAT the LPRCA Board of Directors approves the 2022 tree order of 67,100 trees at a cost of \$74,690 for the 2022 spring tree planting season.

CARRIED

c) December 11, 2021 Lake Erie Flood Event

The high wind/surge event that occurred on December 11, 2021 was comparable to the events of November 15, 2020 and December 2, 1985. The 1985 storm was the highest ever recorded.

A flood warning was issued by staff December 10, 2021 at 3:30 p.m. and was updated December 11, 2021 at 4:10 p.m. Staff provided Norfolk and Haldimand County with on-going water level updates, and was in regular contact with them throughout the event.

Flooding and damage were reported within Port Dover, Turkey Point, Long Point, and along the Haldimand County shoreline.

A-12/22

Moved by I. Rabbitts

Seconded by V. Donnell

THAT the LPRCA Board of Directors receives the December 11, 2021 Lake Erie Flood Event report as information.

CARRIED

Adjournment

The Chair adjourned the meeting at 7:25 p.m.

John Scholten
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

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-10

Being a By-law to authorize the execution of a Development Agreement, pursuant to Sections 51 and 53 of the Planning Act, R.S.O. 1990, and Consent Application No. D10-E01-22, with Wendy D'Angelo relating to the property in the Village of Springfield described as Lots 105 through 110 on Plan 78 (known locally as 11789 Superior Street).

WHEREAS Subsection 12 of Section 53 of the Planning Act, R.S.O. 1990, c. P.13, provides Consent Granting Authorities the same powers as the approval authority has with respect to the approval of a plan of subdivision, including granting approvals subject to such terms and conditions as the Consent Granting Authority considers advisable;

AND WHEREAS Subsections 25, 26 and 27 of Section 51 of the Planning Act, R.S.O. 1990, c. P.13, authorizes municipalities to enter into agreements imposed as a condition by the Consent Granting Authority and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land. 1994, c. 23, s. 30;

AND WHEREAS the County of Elgin Land Division Committee may grant provisional consent to a severance as per Application No. D10 E01-22 and subject to the entering into of a Development Agreement in order to regulate the use of an existing accessory structure proposed to remain on the severed lot;

AND WHEREAS such severance relates to the property located at Lots 105 through 110 on Plan 78, being property in the Village of Springfield known locally as 11789 Superior Street;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into a Development Agreement with Wendy D'Angelo as the owner of the property subject to Application No. D10-E01-22;

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

1. THAT the entering into a Development Agreement with Wendy D'Angelo relating to the property located at Lots 105 through 110 on Plan 78, being property in the Village of Springfield known locally as 11789 Superior Street, 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 Development Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. THAT execution of the said Development Agreement shall only occur upon the Township of Malahide being in receipt of a Notice of Provisional Consent Approval by the County of Elgin, such Notice stipulating a condition requiring a Development Agreement.

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

READ a **FIRST** and **SECOND** time this 17th day of February, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 17th day of February, 2022.

Mayor, D. Mennill

Clerk, A. Adams

Schedule 'A' to By-Law No. 22-10

**AGREEMENT MADE UNDER SECTIONS 51(25) AND (26), AND SECTION 53(12)
OF THE PLANNING ACT, R.S.O. 1990**

THIS AGREEMENT made this _____ day of _____ A.D. 2022.

BETWEEN:

WENDY D'ANGELO

(Hereinafter called the "Owners")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

(Hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the Owners represent that they are the Owners of the lands in the Village of Springfield in the Township of Malahide described as Lots 105 through 110 on Plan 78, Parts 1 and 2 on 11R1568, and known municipally as 11789 Superior Street, and registered in the Registry Office for the Land Titles Division of Elgin (No. 11), being all of the P.I.N. identified as P.I.N. 35287 - 0326 (LT) (the "Property");

AND WHEREAS the Owners have applied to the Elgin County Land Division Committee (herein called "the Committee") for a consent pursuant to Section 53 of the Planning Act to sever one new residential parcel. The retained parcel is proposed to remain in residential use pursuant to Consent Application No. E01-22 (herein called "the Application");

AND WHEREAS the Committee approved the Application subject to the Owners satisfying certain conditions prior to the Township issuing a building permit for the conversion of the barn into a dwelling pursuant to the Application;

AND WHEREAS this Agreement is being entered into by the parties hereto in order to satisfy one of the conditions to the approval of the Application which reads as follows:

"That the applicants initiate and assume the full cost associated with the required Development Agreement with the Township of Malahide in accordance with section 53 of the Ontario Planning Act, R.S.O. 1990 to ensure a single unit dwelling is constructed in accordance with the Ontario Building Code and within a specified period of time to the satisfaction of the Township of Malahide."

AND WHEREAS this Agreement is being registered against the lands as described above and the Township is entitled to enforce the provisions thereof against the Owners and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land in accordance with Subsection (26) of Section 51 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE WITNESSETH THAT in consideration of the premises and the sum of TWO (\$2.00) DOLLARS paid to the Township by the Owners (the receipt whereof is hereby acknowledged) and in consideration of the Township being supportive of the Owners' intentions for establishing a residence on the newly created parcel in short order as proposed in Application No. E01-22, the Owners covenant and agree with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. The Owners agree: *(commencing on the following page / page 2)*

- a) To obtain the necessary Building Permit and obtain occupancy for a single-unit dwelling within two (2) years from the date of granting consent (being the date to which the severed parcel is created) by the County of Elgin Land Division Committee, and to the satisfaction of the Township of Malahide;
 - b) That if a single-unit dwelling is not established within the stated timeframe as set-out in clause 1. a) above, that the Township can utilize its powers to have the accessory structure demolished;
 - c) To provide the Township of Malahide with a financial security deposit in the amount of \$ 5,000.00 to ensure that the above clauses are satisfactorily addressed, upon such time the Township agrees to return such financial security deposit in full to the Owners; and,
 - d) That the security deposit can be used by the Township to have the accessory building demolished if the above clauses are not satisfactorily addressed."
2. Adjustments to the requirements and provisions of this Agreement may be made subject to the approval of the Township provided that such adjustments are in the spirit of this Agreement and the intent of this Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Township is required before such minor adjustments can be made.
3. Nothing in this Agreement constitutes a waiver of the obligation of the Owners to comply with the Zoning By-law of the Township or any other By-laws of the Township or any regulations or restrictions legally imposed by any government authority or agency having jurisdiction in connection therewith.
4. The Owners agree that all the facilities and matters required by this Agreement shall be provided and maintained at their sole risk and expense and to the satisfaction of the Township. The Owners further agree that in the event that they fail to comply with any of the provisions of this Agreement, in the sole discretion of the Township, the Township may perform such requirements at the expense of the Owners upon seven (7) days prior notice, in writing, to the Owners and forthwith in the case of any emergency. The Owners acknowledge that any expense incurred by the Township in performance of such requirements is the responsibility of the Owners and shall be recoverable by the Township.
5. The Owners, on behalf of themselves, their successors and assigns, hereby covenant to indemnify and save harmless the Township against any legal liability for losses, damages, claims, actions, demands, suits, and costs arising directly or indirectly from anything done by it or its servants, contractors or agents in connection with its performance under this Agreement.
6. This Agreement shall be registered against the Property. The covenants, agreements, conditions, and understandings herein contained on the part of the Owners shall run with the lands and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Owners further covenant and agree to pay to the Township the cost of registration of this Agreement.
7. If any terms of this Agreement shall be found to be ultra vires the Township, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.
8. The Owners agree to obtain and to register such postponements as may be acceptable to the Township of any charges, mortgages or encumbrances on the Property prior to the registration of this Agreement. The Owners acknowledge that the Township will not be required to finalize or register this Agreement until it has been satisfied that no other outstanding charges or encumbrances are registered on the Property.
9. The Owners acknowledge that the Township, in addition to any other remedy it may

have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

- 10. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the other party’s right to enter into and enforce this Agreement. This provision may be pleaded by either party in an action or proceeding as an estoppel of any denial of such right.
- 11. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Owners have hereunto affixed their signatures and the Township has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

Witness

Wendy D'Angelo

**The Corporation of the Township of
Malahide**

Per: _____
Dave Mennill, Mayor

Per: _____
Allison Adams, Clerk
We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-13**

Being a By-law to authorize the execution of an Agreement with The Corporation of the Town of Tillsonburg for the provision of Fire Communications Services.

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 Fire Protection and Prevention Act, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS The Corporation of the Town of Tillsonburg operates fire protection services and holds fire protection assets, including fire communications personnel and equipment suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Town of Tillsonburg;

AND WHEREAS The Corporation of the Town of Tillsonburg has agreed to provide such fire communications services to the Township of Malahide;

AND WHEREAS the Council of The Corporation of the Township of Malahide is desirous of entering into an agreement with The Corporation of the Town of Tillsonburg for fire communications services;

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

1. THAT the entering into of an Agreement with The Corporation of the Town of Tillsonburg for Fire Communications Services is hereby approved and authorized.
2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. THAT the said Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 17th day of February, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 17th day of February, 2022.

Mayor, D. Mennill

Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
BY-LAW NO. 22-12**

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 February 17, 2022, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 17th day of February, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 17th day of February, 2022.

Mayor, D. Mennill

Clerk, A. Adams