



## The Corporation of the Township of Malahide

### A G E N D A

May 5, 2022 – 7:30 p.m.

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

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

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 8-15)**
- (D) Presentations/Delegations/Petitions
  - Presentation – Derek Richmond – Expanding Services and Protecting Public Post Offices RES 2 (Page 16)
  - Public Meeting – Zoning By-law Amendment – Applicant Margaret Goodhue (Authorized Agent: Helen R. Button – Gunn & Associates) relating to property at Part Lot 23, Concession 12, 47148 Ron McNeil Line. RES 3-5 (Pages 17-31)
- (E) Reports of Departments
  - (i) Director of Fire & Emergency Services
  - (ii) Director of Public Works
    - Tender Results: 2022 Supply & Place Surface Treatment **RES 6 (Pages 32-38)**
    - Tender Results: Road Line Painting Contract **RES 7 (Pages 39-44)**

- Tender Results: Supply and Apply Dust Control **RES 8 (Pages 45-49)**
- Tender Results: Supply and Placement of Road Granulars **RES 9 (Pages 50-54)**
- (iii) Director of Finance/Treasurer
  - Development Charges & Reserve Fund **RES 10 (Pages 55-57)**
  - Harvest Bowl Grant Application **RES 11 (Pages 58-59)**
- (iv) Clerk
- (v) Building/Planning/By-law
  - Site Plan Application No. D11-SP02-2022 and Zoning By-Law Amendment Application No. D14-Z04-22 – Edward Empey And Constance Camilleri **RES 12 (Pages 60-81)**
  - Delegated Approval for Site Plan Control Applications **RES 13 (Pages 82-113)**
- (vi) CAO
- (F) Reports of Committees/Outside Boards **RES 14**
  - (i) Malahide Budget Committee - Minutes of April 21, 2022 **(Pages 114-115)**
- (G) Correspondence **RES 15**
  1. Association of Municipalities of Ontario - Watch File – dated April 14, 2022 and April 21, 2022. **(Pages C2-5)**
  2. Municipality Property Assessment Corporation (MPAC) – 2021 Annual Report. (Click on links on MPAC email to review reports and financial statements). **(Pages C6-7)**
  3. Municipality of Thames Centre – Notice of Open House & Public Meeting regarding an Official Plan Amendment to Implement Thames Centre’s Five-Year Official Plan Review. **(Page C8)**
  4. Town of Gravenhurst – Resolution that the Town of Gravenhurst will not purchase any products originating from Russia and any future contracts for services with the Town abide by these limitations. **(Pages C9-10)**
  5. Municipality of Mississippi Mills, City of Waterloo & Town of Halton Hills – Resolution calling for all new buildings in the Province of Ontario to be built with the highest energy efficiency the first time. **(Pages C11-19)**
  6. Ministry of the Environment, Conservation and Parks – Notice of implementation of phase 2 regulations to improve Conservation Authority operations. **(Pages C20-21)**

7. Ontario Region Delivering Community Power Coordinator Canadian Union of Postal Workers – Request for Malahide Township to support service expansion at Canada Post. **(Pages C22-23)**

(H) Other Business

(I) By-laws

(i) 22-27 - Final Tax Rate By-law **RES 16 (Pages 116-119)**

ii) 22-32 - Agreement with RanN Maintenance – Centreline Painting **RES 17 (Page 120)**

iii) 22-33 - Da-Lee Dust Control Ltd. for Dust Control **RES 18 (Page 121)**

iv) 22-34 - McKenzie & Henderson Ltd. – Supply and Placement of Road Granulars **RES 19 (Page 122)**

v) 22-35 – Duncor - Surface Treatment Agreement **RES 20 (Page 123)**

J) Closed Session – **RES 21-22**

(i) Labour Relations or Employee Negotiations Matter relating to a staff recruitment matter relating to the IT department.

K) Confirmatory By-law **RES 23 (Page 124)**

L) Adjournment **RES 24**

**\*\*VIDEOCONFERENCE MEETING**

**Note for Members of the Public:  
IMPORTANT ---**

Please note that the Regular Council Meeting scheduled to be held on May 5, 2022 will be via videoconference only for presenters, the press and the public.

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

Written comments regarding the Council Agenda items are welcome – please forward such to the Clerk at [aadams@malahide.ca](mailto:aadams@malahide.ca).

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*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.*

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1. THAT the minutes of the regular meeting of the Council held on April 21, 2022, be adopted as printed and circulated.
2. THAT the presentation from Derek Richmond, Ontario Region Coordinator for the Canadian Union of Postal Workers, regarding expanding services and protecting public post offices, be received.
3. THAT the Public Meeting concerning the Zoning By-law Amendment Application of Margaret Goodhue, relating to property at Part Lot 23, Concession 12, 47148 Ron McNeil Line; be called to order at 7:\_\_\_p.m
4. THAT the Public Meeting concerning the Zoning By-law Amendment Application of Margaret Goodhue, relating to property at Part Lot 23, Concession 12, 47148 Ron McNeil Line; be adjourned and the Council reconvene at 7:\_\_\_p.m.
5. THAT Report No. DS-22-23 entitled "Zoning By-law Amendment Application of Margaret Goodhue" be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z03-22 of Margaret Goodhue (Authorized Agent: Helen R. Button - Gunn & Associates), relating to the property located at Part Lot 23, Concession 12, (Former Township of South Dorchester), and known municipally as 47148 Ron McNeil Line, BE APPROVED for the reasons set out in this Report.

6. THAT Report No. PW-22-26 entitled "Tender Results: 2022 Supply & Place Surface Treatment" be received;

AND THAT the 2022 Supply & Place Surface Treatment work be awarded to Duncor Enterprises Inc.;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Duncor Enterprises Inc. of Barrie, Ontario for the purpose of completing the 2022 Surface Treatment Program.

7. THAT Report No. PS-22-27 entitled "Tender Results: Road Line Painting Contract" be received;

AND THAT the Centerline Painting contract be awarded to RanN Maintenance (2228977 Ontario Ltd.);



AND THAT the Mayor and Clerk be authorized to enter into an agreement with RanN Maintenance (2228977 Ontario Ltd.) of Guelph, Ontario for the purpose of completing the Centerline Painting Program.

8. THAT Report No. PW-22-28 entitled “Tender Results: Supply and Apply Dust Control” be received;

AND THAT the Township’s portion of the Supply and Apply Dust Control tender be awarded to Da-Lee Dust Control Ltd., of Stoney Creek, Ontario, in the amount of \$465.12 per flake tonne for 35% calcium chloride (excluding hst);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Da-Lee Dust Control Ltd. for the purpose of completing the 2022 Dust Suppressant Program.

9. THAT Report No. PW-22-29, entitled “Tender Results: Supply and Placement of Road Granulars” be received;

AND THAT, the tender for the Supply and Placement of Road Granulars Contract be awarded to McKenzie and Henderson Ltd. of Forest, Ontario in the amount of \$661,275.00 (plus HST);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with McKenzie and Henderson Ltd. for the purpose of completing the Supply and Placement of Road Granulars Program

10. THAT Report No. FIN 22-14 entitled “2021 Development Charges and Reserve Fund” be received.

11. THAT Report No. FIN 22-15 entitled “Harvest Bowl Grant Application” be received;

AND THAT Harvest Bowl’s 2021 facility rental fees in the amount of \$1,968.57 be waived;

AND THAT the Director of Finance be directed to commit \$1,968.57 of 2021’s projected surplus to fund Harvest Bowl’s 2021 waiver of fees.

12. THAT Report No. DS-22-22 entitled “Site Plan Application No. D11-SP02-2022 and Zoning By-Law Amendment Application No. D14-Z04-22 – Edward Empey And Constance Camilleri” be received;

AND THAT the Council APPROVE Site Plan Application No. D11-SP02-2022 and Zoning By-Law Amendment Application No. D14-Z04-22;

AND THAT Council proceed with the adoption of By-law 22-26 authorizing the Mayor and CAO/Clerk to sign the Site Plan Agreement;

AND THAT the Zoning By-law Amendment Application No. D14-Z04-22 of Edward Empey and Constance Camilleri to remove the “-H-1” symbol from the current zone classification, BE APPROVED for the reasons set out in this Report.

13. THAT Report No. DS-22-24 entitled “Delegated Approval for Site Plan Control Applications” be received;

AND THAT the Council for the Township of Malahide adopt By-law No. 22-30 in order to provide administrative adjustments to the Site Plan Control process including delegating approval of site plans to the Township CAO.

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

(i) Malahide Budget Committee - Minutes of April 21, 2022

15. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated April 14, 2022 and April 21, 2022. (Pages C2-5)
2. Municipality Property Assessment Corporation (MPAC) – 2021 Annual Report. (Click on links on MPAC email to review reports and financial statements). (Pages C6-7)
3. Municipality of Thames Centre – Notice of Open House & Public Meeting regarding an Official Plan Amendment to Implement Thames Centre’s Five-Year Official Plan Review. (Page C8)
4. Town of Gravenhurst – Resolution that the Town of Gravenhurst will not purchase any products originating from Russia and any future contracts for services with the Town abide by these limitations. (Pages C9-10)
5. Municipality of Mississippi Mills, City of Waterloo & Town of Halton Hills – Resolution calling for all new buildings in the Province of Ontario to be built with the highest energy efficiency the first time. (Pages C11-19)
6. Ministry of the Environment, Conservation and Parks – Notice of implementation of phase 2 regulations to improve Conservation Authority operations. (Pages C20-21)
7. Ontario Region Delivering Community Power Coordinator Canadian Union of Postal Workers – Request for Malahide Township to support service expansion at Canada Post. **(Pages C22-23)**

16. THAT By-law No. 22-27, being a By-law to set the 2022 tax rates and levies, be given first, second and third readings, and be properly signed and sealed.

17. THAT By-law No. 22-32, being a By-law to authorize the execution of an Agreement with 2228977 Ontario Ltd. (RanN Maintenance) for Centreline Painting on various Municipal Roads, be given first, second and third readings, and be properly signed and sealed
18. THAT By-law No. 22-33, being a By-law to authorize the execution of an Agreement with Da-Lee Dust Control Ltd. for supply and apply Dust Control, be given first, second and third readings, and be properly signed and sealed.
19. THAT By-law No. 22-34, being a By-law to authorize the execution of an Agreement with McKenzie & Henderson Ltd. for supply and placement of road granulars, be given first, second and third readings, and be properly signed and sealed.
20. THAT By-law No. 22-35, being a By-law to authorize the execution of an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing and Surface Treatment, be given first, second, and third readings, and be properly signed and sealed.
21. THAT Council move into Closed Session at \_\_\_\_\_ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following
  - (i) Labour Relations or Employee Negotiations Matter relating to a staff recruitment matter relating to the IT department.
22. THAT Council move out of Closed Session and reconvene at \_\_\_\_\_ p.m. in order to continue with its deliberations.
23. THAT By-law No. 22-31, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
24. THAT the Council adjourn its meeting at \_\_\_\_\_ p.m. to meet again on May 19, 2022, at 7:30 p.m.

**The Corporation of the Township of Malahide****April 21, 2022 – 7:30 p.m.****Virtual Meeting - [https://youtu.be/TE9cG\\_mg\\_R4](https://youtu.be/TE9cG_mg_R4)**

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

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

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

**Council/Staff via Zoom:** Director of Public Works M. Sweetland and Manager of Building/By-law Enforcement S. Sutherland.

**Absent:** Councillor S. Lewis

**CALL TO ORDER:**

Mayor Mennill took the Chair and called the meeting to order at 7:33 p.m.

**DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**

N/A

**MINUTES:**

**No. 22–159**

**Moved By: Rick Cerna**

**Seconded By: Max Moore**

**THAT the minutes of the regular meeting of the Council held on April 5, 2022 and April 7, 2022, be adopted as printed and circulated.**

**Carried**

**PRESENTATIONS/DELEGATIONS/PETITIONS:**

- Presentation – Mark Loucas, Detachment Commander for Elgin OPP Services–  
OPP -Annual Report

Inspector Loucas provided an overview of the Elgin OPP Annual Report.

Mayor Mennill recognized the efforts of the OPP in the Township and noted the good working relationship over the years.

Councillor Widner reiterated the Mayor's comments of appreciation and inquired if there was information released regarding the fatality last year on Wilson Line as he has had inquiries and wondering why no name has been released yet. Inspector Loucas, noted that it is an ongoing investigation and until formal charges are laid no information will be released. Any inquires or questions can be directed to the OPP.

Deputy Mayor Giguère thanked Inspector Loucas for the presentation and reiterated the appreciation for the efforts of the Elgin OPP. Deputy Mayor Giguère inquired if the service delivery model discussed in the presentation could be expanded on as she wondered if this would lead to increase in staffing and what the cost may look like for the Township. Inspector Loucas stated that within the organization there has been a review of staffing levels and workload and as a result of staffing shortages there could be increases seen but the distribution is across the Province and not just Malahide. He also noted that the building model is based on four year trends so there will be no impact immediately and any costs may be mediated through the detachment in other areas.

**No. 22-160**

**Moved By: Chester Glinski**

**Seconded By: Mark Widner**

**THAT the presentation from Inspector Mark Loucas, Detachment Commander for Elgin OPP Services, providing an OPP Annual Report be received.**

**Carried**

The Mayor thanked Inspector Loucas for his presentation and he retired from the meeting.

**REPORTS:**

Director of Fire & Emergency Services

- Emergency Services Activity Report

**No. 22- 161**

**Moved By: Max Moore**

**Seconded By: Chester Glinski**

**THAT Report No. F-22-07 entitled “Emergency Services Activity Report – March” be received.**

**Carried**

Director of Public Works

- County Road Air Brake Noise Complaint

Councillor Widner inquired if Lyons Line could be added to this list of requests. He noted that there used to be engine brake signage that was created and installed by a Lyons Line resident who had concerns with air brake noised on Lyons Line but that the County had instructed the Township to take them down.

Councilor Glinski inquired when the engine brake sign at Summers Corners was removed. Director Sweetland noted that he would look into this and report back.

**No. 22–162**

**Moved By: Rick Cerna**

**Seconded By: Mark Widner**

**THAT Report No. PW-22-23 entitled “County Road Air Brake Noise Complaint” be received;**

**AND THAT the Township of Malahide Council requests that Elgin County Council conduct a truck study count to inform on volume of truck traffic entering and exiting the Village of Springfield on Elgin Road 52, Elgin Road 49, and Elgin Road 40;**

**AND THAT the Township of Malahide Council requests that Elgin County Council install prohibiting engine brake signage on Elgin Road 52, Elgin Road 49, Elgin Road 40 entering the Village of Springfield, and Elgin Road 48 entering the Hamlet of Lyons.**

**Carried**

- Road Safety Audit Phase 3 - Appointment of Engineer

Deputy Mayor Giguère asked Director of Sweetland about the Phase 2 results that were received as they seem similar to the Phase 3 results and wondering if there will be a report to finalize which roads and recommendations to implement. Director Sweetland indicated that there would be a report that would include the maps and projects for Council to review prior to implementing any of those changes.

**No. 22–163****Moved By: Dominique Giguère****Seconded By: Mark Widner**

**THAT Report No. PW-22-25 entitled “Road Safety Audit Phase 3 - Appointment of Engineer” be received;**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with Cyril J. Demeyere Limited of Tillsonburg, Ontario, for the purpose of completing Phase 3 of the Roadside Safety Audit.**

**Carried**

Councillor Widner inquired about the status of the road grader as he had heard it required repairs and wondered what stage those repairs were at. Director Sweetland stated that an unexpected issue arose that required the repairs and that he would follow up with Council if there was any impact to any projects being planned because of the timing of the repairs.

Director of Finance/Treasurer

- Applications for Assessment Adjustments under Section 357 of the Municipal Act, 2001

**No. 22–164****Moved By: Dominique Giguère****Seconded By: Max Moore**

**THAT Report No. FIN-22- 12 titled “Applications for Assessment Adjustments under Section 357 of the Municipal Act, 2001” be received;**

**AND THAT, pursuant to Section 357 (a) and (d) of the *Municipal Act, 2001*, the following assessments be adjusted:**

- **2018 Residential Assessment – decrease by \$79,769 (residential structure demolished)**
- **2019 Residential Assessment – decrease by \$205,309 (2 residential structures removed)**
- **2019 Farmland Assessment – decrease by \$ 61,915 (farm building removed)**
- **2020 Residential Assessment – decrease by \$ 1,123,900 (Tax class change to farm, residential structure demolished, tax class change from industrial)**
- **2020 Farmland Assessment – increase by \$339,900 (Tax class change from residential, storage shed/garage demolished, barn razed by fire)**
- **2020 Industrial Assessment – decrease by \$154,900 (industrial business ceased)**
- **2021 Commercial Assessment – decrease by \$90,400 (commercial operation ceased)**

- **2021 Industrial Assessment – decrease by \$154,900 (industrial business ceased)**
- **2021 Residential Assessment – decrease by \$5,700 (Tax class change from commercial, residential structure demolished, tax class change from industrial)**
- **2021 Farmland Assessment – increase by \$39,000 (barn and silo demolished, barn/shed demolished, tax class change from industrial)**
- **2022 Residential Assessment – decrease by \$249,000 (residential structure demolished)**
- **2022 Farmland Assessment – increase by \$12,000 (tax class change from residential to farm as result of house being demolished)**

**Carried**

**REPORTS OF COMMITTEES/OUTSIDE BOARDS:**

**No. 22–165**

**Moved By: Max Moore**

**Seconded By: Mark Widner**

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

- (i) **Malahide Budget Committee - Minutes of March 29, 2022 and April 5, 2022**
- (ii) **Long Point Region Conservation Authority – Annual General Meeting Minutes – March 4, 2022**
- (iii) **Long Point Region Source Protection Authority Minutes – April 7, 2021**

**Carried**

**CORRESPONDENCE:**

**No. 22–166**

**Moved By: Dominique Giguère**

**Seconded By: Rick Cerna**

**THAT the following correspondence be noted and filed:**

- 1. Association of Municipalities of Ontario - Watch File – dated April 7, 2022. (Pages C2-4)**
- 2. The Corporation of the Municipality of Clarington – Resolution requesting the Province cease and desist all updates to Natural Heritage System**



**designations in official plans and zoning bylaws until a review is completed by the Province. (Pages 5-6)**

- 3. Peterborough County – Resolution of Peterborough County’s Council position on floating accommodations and that this position be considered in the Province’s request for comments on floating accommodations. (Pages 7-9)**
- 4. Municipality of Grey Highlands – Resolution requesting HST rebate on new homes in Ontario. (Pages 10-13)**

**Carried**

**OTHER BUSINESS:**

Councillor Cerna stated that the Catfish Creek Conservation Authority had rescheduled the Indigenous History, Culture, Truth and Reconciliation presentation for May 12, 2022. CAO Betteridge stated that he would forward the invitation to Council if they wished to attend.

- Approval of 2022 Draft Budget

- Budget Committee – Approval of 2022 Budget

**No. 22–167**

**Moved By: Dominique Giguère**

**Seconded By: Rick Cerna**

**THAT, on recommendation of the Malahide Budget Committee, Township Council approves the 2022 Budget as presented in the amount of \$15,251,413;**

**AND THAT on recommendation of the Malahide Budget Committee Township Council approves the 2022 User Fees be approved as presented in Appendix A of the 2022 Budget.**

**Carried**

**BY-LAWS:**

**No. 22–168**

**Moved By: Mark Widner**

**Seconded By: Rick Cerna**

**THAT By-law No. 22-24, being a By-law to authorize the 2022 Township Budget, be given first, second and third readings, and be properly signed and sealed.**

**Carried**

**CLOSED SESSION:**

**No. 22–169**

**Moved By: Mark Widner**

**Seconded By: Max Moore**

**THAT Council move into Closed Session at 8:12p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following**

- (i) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to property on Avon Drive.**
- (ii) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, relating to a shared service agreement with a local animal shelter.**

**Carried**

**No. 22–170**

**Moved By: Max Moore**

**Seconded By: Mark Widner**

**THAT Council move out of Closed Session and reconvene at 8:59p.m. in order to continue with its deliberations.**

**Carried**

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.

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

**No. 22–171**

**Moved By: Max Moore**

**Seconded By: Dominique Giguère**

**THAT By-law No. 22-25, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.**

**Carried**

**No. 22-172**

**Moved By: Chester Glinski**

**Seconded By: Mark Widner**

**THAT the Council adjourn its meeting at 9:01p.m. to meet again on May 5, 2022, at 7:30 p.m.**

**Carried**

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Mayor – D. Mennill

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Clerk– A. Adams

Good day your Worship and Members of Council My name is Derek Richmond, I'm the Ontario Region Coordinator for the Canadian Union of Postal Workers. Thank You for the opportunity to speak to Council on expanding services and protecting public post offices.

Our Delivering Community Power Campaign reimagines our post offices to be the hub for rural communities. Using our post office as a community hub that would provide much needed services that are lacking in rural Canada. The Community Hub model is currently being done in 2 Indigenous Communities. These hubs have provided space for non-profit organizations, an Office Depot kiosk with broadband internet, printer/scanner, photocopier so the community like youth, seniors can utilize resources. These hubs could also provide much needed financial services. Currently there is a pilot project to provide small loans through Canada Post and it must be extended to meet the need of rural residences that don't have easy access to financial services. Other services Canada Post could provide at a community hub is hunting/fishing licenses, space for service Ontario, tourist information, library vending machines, space for farmer markets and local art. Canada Post's 7000 locations could be retro fit with solar panels and create a secure coast to coast network of charging stations. This public charging network would lead to additional tourism to rural Ontario for those who own electric vehicles.

Canada Post can also become a leader in providing service to seniors through an Elder Check-ins program. Covid lockdowns has taught us that seniors were the most vulnerable to the lockdowns and a letter carrier check in program can assist seniors that are shut in and provide additional security for seniors to live independently. Canada Post can provide delivery of grocery and medication to seniors that have a difficult time navigating through Covid.

Canada Post must lead the way in a carbon free post office. Currently Canada Post has approx 20000 vehicles on the road daily and converting the fleet to Canadian manufactured Electric vehicle needs to be a priority now to meet the 2050 emission targets. Canada Post must become a leader for a carbon free delivery.

To this date, close to 1000 municipalities supported resolutions that have been submitted to the federal government on service expansion and postal banking.

There are many innovative and forward-thinking ideas for a post covid recovery to improve service at Canada Post for rural communities and protect good paying jobs. This will enhance our national infrastructure, social communities and strengthen economic viability of rural communities across Canada. But we still need municipalities like \_\_\_\_\_ to continue to put pressure on the federal government to ensure rural municipalities receive the service they deserve from their public post office.

On behalf of the Canadian Union of Postal Workers, we ask that \_\_\_\_\_ endorse the Delivering Community Power Resolution to support to retain, enhance and expand rural postal services.

Thank you for your time and support. I'm willing to answer any questions and address any concerns council might have.



## Report to Council

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**REPORT NO.:** DS-22-23

**DATE:** May 5, 2022

**ATTACHMENT:** Report Photo, Severance Sketch, Application, By-law

**SUBJECT:** **ZONING BY-LAW AMENDMENT APPLICATION OF MARGARET GOODHUE, (AUTHORIZED AGENT: HELEN R. BUTTON - GUNN & ASSOCIATES)**

**LOCATION:** Part Lot 23, Concession 12, Township of South Dorchester  
(47148 Ron McNeil Line)

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### Recommendation:

**THAT Report No. DS-22-23 entitled “Zoning By-law Amendment Application of Margaret Goodhue” be received;**

**AND THAT the Zoning By-law Amendment Application No. D14-Z03-22 of Margaret Goodhue (Authorized Agent: Helen R. Button - Gunn & Associates), relating to the property located at Part Lot 23, Concession 12, (Former Township of South Dorchester), and known municipally as 47148 Ron McNeil Line, BE APPROVED for the reasons set out in this Report.**

### Background:

The subject Zoning By-law Amendment Application (the “Application”) has been submitted by Helen R. Button - Gunn & Associates, on behalf of Margaret Goodhue to implement the necessary zoning provisions required for surplus farm dwelling severances.

The Application relates to the property located at Part Lot 23, Concession 12, (Former Township of South Dorchester), and known municipally as 47148 Ron McNeil Line.

Notice of the Application has been circulated to agencies and registered property owners as prescribed and regulated by the Planning Act, RSO 1990, and the Malahide Official Plan, including posting notice in two recent issues of the Aylmer Express.

The analysis of the associated severance/consent application by the County Planning Department and Land Division Committee determined that the severance met all applicable policy (Provincial Policy Statement and Official Plan). The consent application was provisionally approved subject to the Applicant completing a number of conditions, one such being obtaining a zoning by-law amendment.

### **Comments/Analysis:**

The Council considered the associated severance application on October 21, 2021 (Report No. DS-21-48) and supported the severance. A report photo representative of the approved severance is attached for the Council's reference.

The Development Services Staff has considered the merits of the subject application against the Provincial Policy Statement (PPS), applicable Official Plan policies and the Township's Zoning By-law and all (if any) of the correspondence received as of the date of writing and recommends that Council approve application no. D14-Z03-22.

The drafted by-law places the severed surplus farm dwelling parcel and retained farmland in the necessary zones of the Malahide Zoning By-law: the "Small Lot Agricultural (A4) Zone" for the surplus farmhouse dwelling parcel; and, "Special Agricultural (A2) Zone" for the retained farmland parcel.

Notice of the subject Zoning By-law Amendment Application has been circulated to agencies and registered property owners as prescribed and required. As of the date of writing this report, there have been no comments received in response to the Notice of Public Meeting. Any comments submitted will be summarized and provided for the information of the Council/Public at the Public Meeting.

### **Financial Implications to Budget:**

The full cost of the consent and associated rezoning 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.

The importance of sustainable planning includes promoting for the protection of agricultural lands. As such, one of the goals that support the "Our Land" Strategic Pillar relates to "Respect the agricultural land base through the land use planning process".

New non-farm lot creation is permitted in very limited circumstances, including surplus farm dwelling severances. As such, the recommendation of this report supports the ICSP.

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

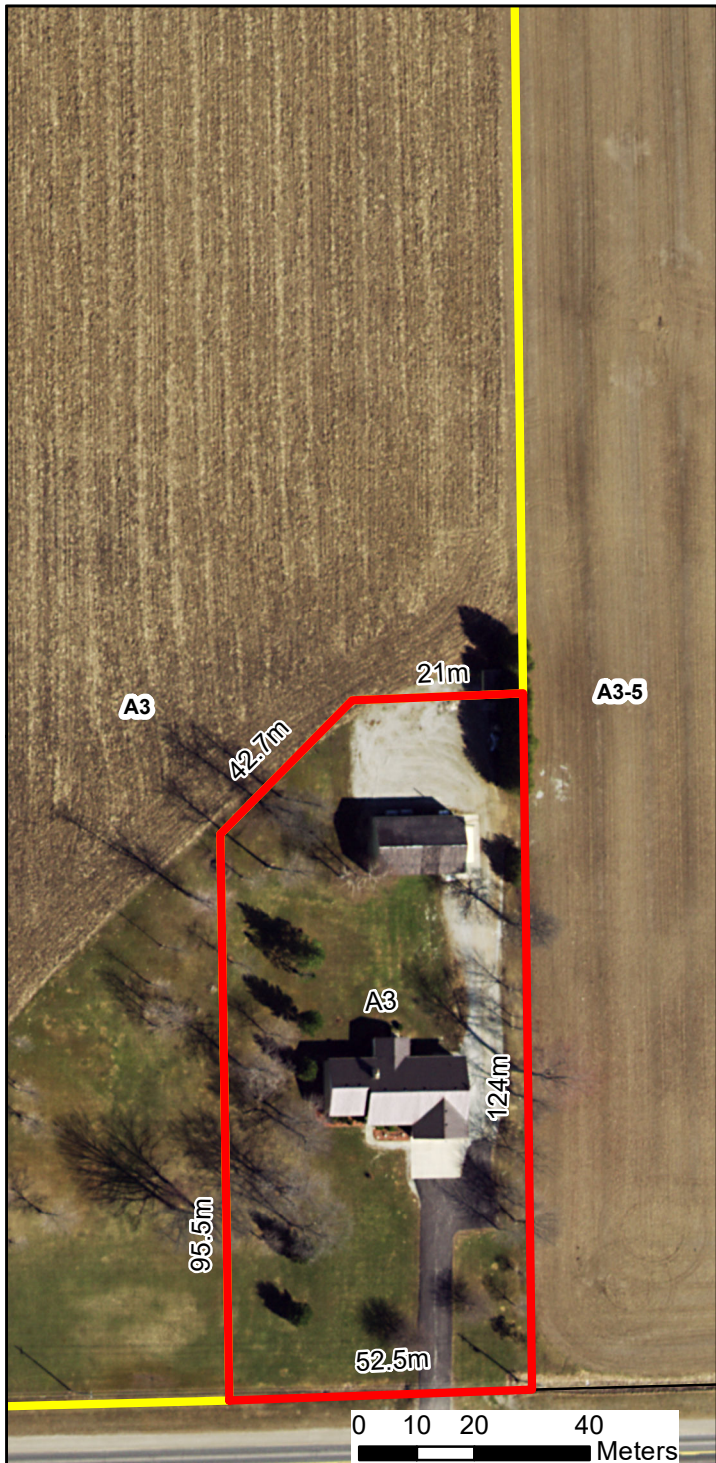


# APPLICATION FOR A ZONING BY-LAW AMENDMENT

Margaret Goodhue (Agent: Helen R. Button, C/O Gunn & Associates)



47148 Ron McNeil Line  
Part Lot 23, Concession 12,  
Former Geographic Township of South Dorchester,  
Township of Malahide

Township  
of Malahide  
Figure 1



OFFICIAL PLAN DESIGNATION  
Agriculture

ZONING  
A3 Large Lot Agricultural

-  Lands to be rezoned from LARGE LOT AGRICULTURAL (A3) ZONE to SMALL LOT AGRICULTURAL (A4) ZONE
-  Lands to be rezoned from LARGE LOT AGRICULTURAL (A3) ZONE to SPECIAL AGRICULTURAL (A2) ZONE





**THE CORPORATION OF THE  
TOWNSHIP OF MALAHIDE  
BY-LAW NO. 22-29**

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

**Margaret Goodhue  
47148 Ron McNeil Line**

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

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

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

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

1. **THAT** the area shown in hatching on the attached map, Schedule "A", and described as Part Lot 23, Concession 12 (Township of South Dorchester), in the Township of Malahide, shall be removed from the "Large Lot Agricultural (A3) Zone" of By-law No. 18-22 and placed within the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "**A4**" on Key Map 17 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** the area shown in bold on the attached map, Schedule "A", and described as Part Lot 23, Concession 12 (Township of South Dorchester) in the Township of Malahide, shall be removed from the "Large Lot Agricultural (A3) Zone" of By-law No. 18-22 and placed within the "Special Agricultural (A2) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of this land shall be shown as "**A2**" on Key Map 17 of Schedule "A" to By-law No. 18-22, as amended.
3. **THAT** this By-law shall come into force:
  - a) Where no notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the expiration of the prescribed time; or,
  - b) Where notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the approval of the Ontario Land Tribunal.

**READ** a **FIRST** and **SECOND** time this 5th day of May, 2022.

**READ** a **THIRD** time and **FINALLY PASSED** this 5th day of May, 2022.

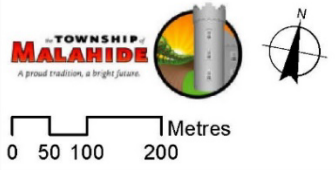
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Mayor – D. Mennill

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Clerk – A. Adams

Schedule A



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

**SCHEDULE 'A'**  
Map 17

1. **Registered Owner's Name:** Margaret Goodhue

Address: 44912 Edgeware Line, St. Thomas, Ontario N5P 3T3

Phone No. (Home): 519-631-8369 Business: \_\_\_\_\_

Fax: 519-631-5772 Email: \_\_\_\_\_

Lot and Concession (if applicable): \_\_\_\_\_

**Are there any other holders of mortgages, charges or other encumbrances of the Subject Lands? If so provide the names and addresses of such persons.**

N/A

2. **Applicant / Authorized Agent:** Helen R. Button, Gunn & Associates

Address: 108 Centre Street, St. Thomas, Ontario, N5R 2Z7

Telephone No.: 519-631-0700 Fax: 519-631-1468

**Please specify to whom all communications should be sent:**

Registered Owner ( ) Applicant / Authorized Agent (X)

3. **Legal Description of the land for which the amendment is requested:**

Concession: 12 Lot: 23

Reference Plan No: \_\_\_\_\_ Part Lot: \_\_\_\_\_

Street and Municipal Address No.: 47148 Ron McNeil Line

\*see attached sketch for dimensions of retained lands

**What is the size of property which is subject to this Application?**  
 Proposed severed lot:  
 Area: 6,070 sq m m Frontage: 52.58 m Depth: 124 m

**When were the subject lands acquired by the current owner?** The lands were transferred to the applicant on September 13, 2019 from her husband's estate.

4. **Existing Official Plan Designation:** Agriculture

How does the application conform to the Official Plan?

This Application is in satisfaction of a condition of a consent to sever a surplus farm dwellign (E54-21), which consent was granted conditionally in accordance with Section 2.1.7 of the Malahide Official Plan.

5. Existing Zoning By-law Classification:

Large Lot Agricultural (A3)

What are the current uses of the subject lands

Proposed severed lot: residential

Proposed retained lot: agriculture

If known, provide the length of time these uses have continued on this property.

unknown; this is a family property and the uses have continued as long as the Applicant can recall.

If there are any existing buildings or structures on the subject lands provide the following information:

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimension s
Proposed severed lot: House	see attached sketch for all dimensions				
Frame barn					
Shed					

If known, provide the dates in which each of these buildings were constructed.

House - approximately 1975

6. What is the Nature and Extent of the Rezoning?

The proposed severed lot with the surplus farm dwelling will be placed into the "Small Lot Agricultural (A4)" Zone. The proposed retained farm lot will be placed into the "Special Agricultural (A2)" Zone.

7. Why is the rezoning being requested?

To satisfy a condition of a consent to sever a surplus farm dwelling - Land Division Committee  
 Application E 54-21.

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8. Does the proposed Zoning By-law amendment implement a growth boundary adjustment of a settlement area? No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

9. Does the proposed amendment remove land from an area of employment? No

If so, attach separately justification or information for the request based on the current Official Plan policies or associated Official Plan amendment.

10. Description of proposed development for which this amendment is requested (i.e. permitted uses, buildings or structures to be erected. (Be Specific)

No development is proposed.

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For any proposed buildings or structures on the subject lands provide the following information:

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions
N/A					

11. Services existing or proposed for the subject lands: Please indicate with a ✓

Water Supply	Existing	Proposed
--------------	----------	----------

Municipal Piped Water Supply	( )	( )
Private Drilled Well	(X )	( )
Private Dug Well	( )	( )
Communal Well	( )	( )
Lake or other Surface Water Body	( )	( )
Other	( )	( )

<b>Sewage Disposal</b>	<b>Existing</b>	<b>Proposed</b>
Municipal Sanitary Sewers	( )	( )
Individual Septic System	( X )	( )
Communal System	( )	( )
Privy	( )	( )
Other	( )	( )

**Note: If the proposed development is on a private or communal system and generate more than 4500 litres of effluent per day, the applicant must include a servicing options report and a hydrogeological report.**

Are these reports attached? N/A

If not, where can they be found? N/A

**Storm Drainage**

Provisions: ditches, tile drainage

Proposed Outlet: \_\_\_\_\_

**12. How will the property be accessed?**

Provincial Highway ( ) County Road ( ) Municipal Road – maintained all year (X)

Municipal Road – seasonally maintained ( ) Right-of-way ( ) Water ( )

If access is by water, do the parking and docking facilities exist, and what is the nearest public road?

**13. Has the subject land ever been the subject of an application under the Planning Act for:**

Plan of Subdivision ( )      Consent ( X )

Zoning By-law Amendment ( )      Ministers Zoning Order ( )

**If yes to any of the above, indicate the file number and status of the application.**

A lot was severed and transferred to Arthur Johnston and Debra Johnston in 1977.

The Land Division Committee has granted a consent to the owner's application to sever a parcel from the subject land and the amendment of the zoning by-law is a condition thereof.

**14. How is the proposed amendment consistent with the Provincial Policy Statement 2005?**

The proposed amendment is a condition of a consent to sever in accordance with s. 2.3.4.1(c) of the Provincial Policy Statement, 2020 (surplus farm dwelling).

**15. Are the subject lands within area designated under any Provincial Plan(s)? If the answer is yes, does the proposed amendment conform to the Provincial Plan(s)?**

The subject lands are not within an area designated under any Provincial Plan(s).

**17. The Owner is required to attach the following information with the application and it will form part of the application. Applications will not be accepted without the following.**

- (a) A sketch based on an Ontario Land Surveyor description of the subject lands showing
  - the boundaries and dimension of the subject lands;
  - the location, size and type of all existing and proposed buildings and structures, indicating their setbacks from all lot lines, the location of driveways, parking or loading spaces, landscaping areas, planting strips, and other uses;



- the approximate location of all natural and artificial features (buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that are on the subject lands, adjacent to the subject lands, or in the opinion of the applicant may affect the application;
- the current uses of the land that is adjacent to the subject land;
- the location, width, and name of any roads within or abutting the subject land, indicating where it is an unopened road allowance, a public traveled road, a private road, or a right-of-way;
- the location of the parking and docking facilities to be used (if access will be by water only);
- the location and nature of any easement affecting the subject land.

- (b) Written comments from the Elgin St. Thomas Health Unit, Long Point Region Conservation Authority and Ministry of Transportation (if applicable).
- (c) If a private sewage system is necessary, pre-consultation with the Chief Building Official is required about the approval process

**18. If this application is signed by an agent or solicitor on behalf of an applicant(s), the owner's written authorization must accompany the application. If the applicant is a corporation acting without an agent or solicitor the application must be signed by an officer of the corporation and the seal if any must be affixed.**

**19. Additional Information as required by Council**

N/A

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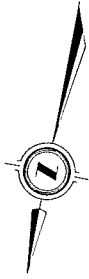
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**20. If this application is to accommodate the consent of a surplus farm dwelling, please provide the following information:**

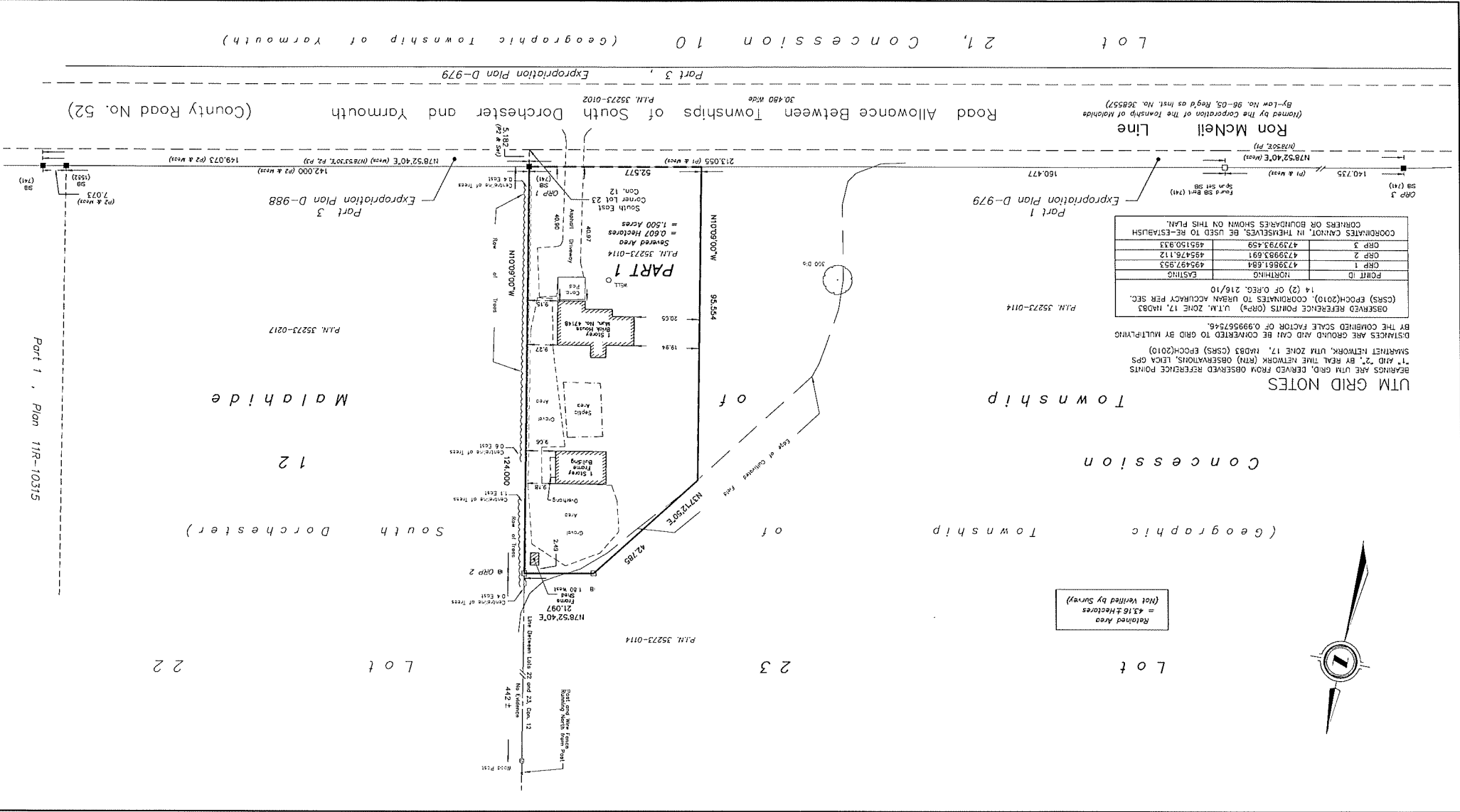
Date surplus farm dwelling was erected: Approximately 1975

Please provide the assessment roll number, location, and zoning of the farm parcel with which the subject lands is being consolidated.

44912 Edgeware Line, St. Thomas, Roll # 341800000618700, Zoning: OS1



Related Area  
= 43.16 Hectares  
(Not Verified by Survey)



OBSERVED REFERENCE POINTS (ORP) UTM, ZONE 17, MAD83  
(CSRS) EPOCH(2010), COORDINATES TO UTMAN ACCURACY PER SEC.  
1/4 (2) OF OREG. 216/10

POINT ID	EASTING	NORTHING
ORP 1	495497.953	4739983.691
ORP 2	495476.112	4739983.459
ORP 3	495150.933	4739983.459

COORDINATES CANNOT IN THESE CASES, BE USED TO RE-ESTABLISH  
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

UTM GRID NOTES  
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS  
1" AND 2" BY REAL TIME NETWORK (RTN) OBSERVATIONS, LEICA GPS  
SHARPEST NETWORK, UTM ZONE 17, MAD83 (CSRS) EPOCH(2010)  
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING  
BY THE COMBINED SCALE FACTOR OF 0.9995657546.

Road Allowance Between Townships of South Dorchester and Yarmouth  
Road Allowance Between Townships of South Dorchester and Yarmouth  
Road Allowance Between Townships of South Dorchester and Yarmouth  
Road Allowance Between Townships of South Dorchester and Yarmouth

Lot 23, Concession 10  
Part 1, Plan 35273-0217  
Part 2, Concession 10  
Part 3, Concession 10  
Road Allowance Between Townships of South Dorchester and Yarmouth  
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AGM ARCHIBALD, GRAY & MCKAY LTD.  
3314 WHITE OAK ROAD, LONDON, ON, M2E 2Z9  
PHONE 416-665-5333 FAX 416-665-5303  
EMAIL info@agm.on.ca WEB www.agm.on.ca  
PLAN • SURVEY • ENGINEER  
CHECKED BY: DM  
DATE: AUGUST 6, 2021 P.L.N. NO. 35273-0217  
3-Z-7982

NOTES & LEGEND  
 ■ DENOTES MOUNTAIN FOUND  
 □ DENOTES MOUNTAIN PLANTED  
 SB DENOTES STANDARD IRON BAR  
 1582 DENOTES IRON BAR  
 741 DENOTES D. L. HOUGHTON O.L.S.  
 P1 DENOTES EXPLOSION PLAN D-979  
 P2 DENOTES PLAN 11R-10315  
 P3 DENOTES EXPLOSION PLAN D-988

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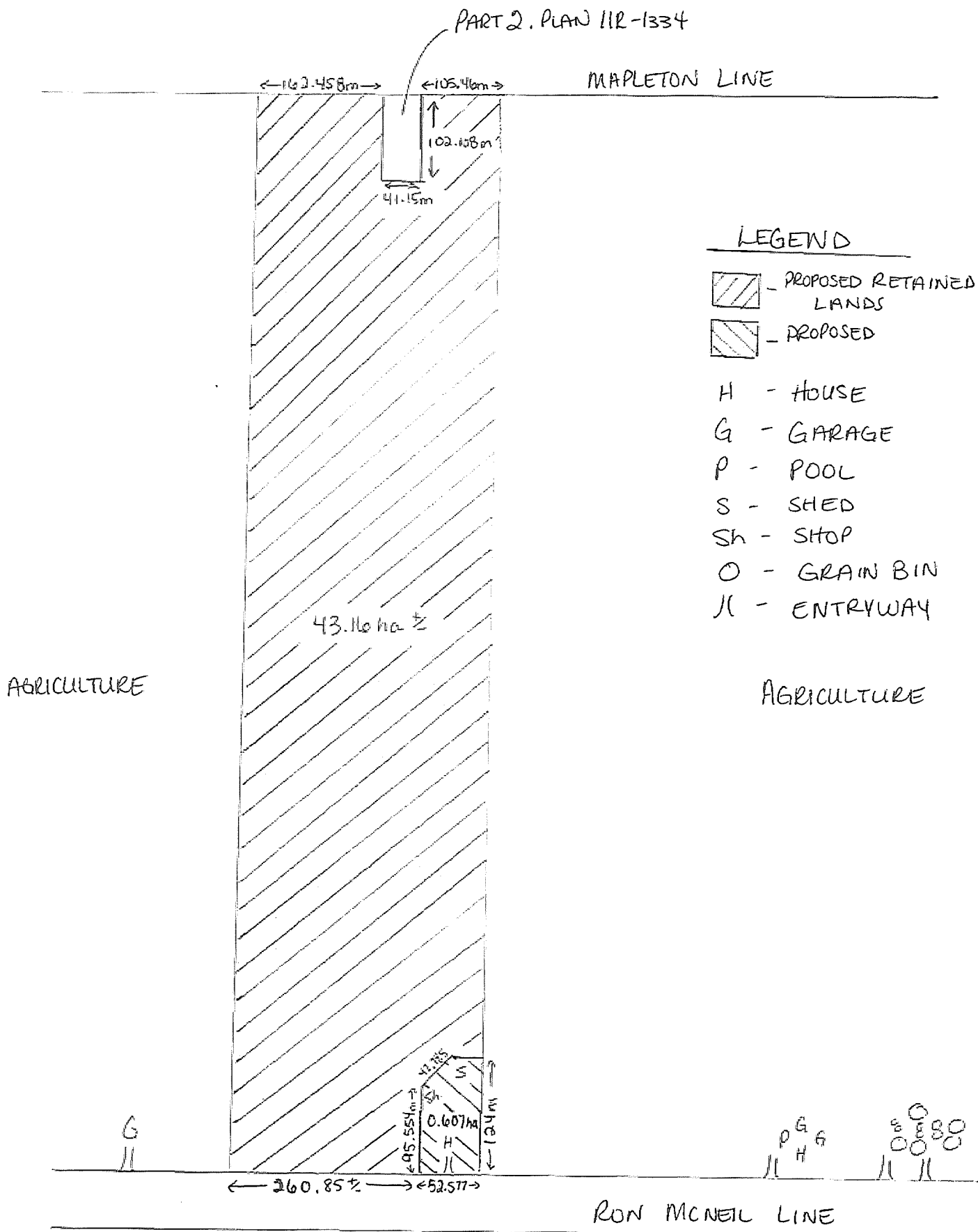
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 P1 DENOTES EXPLOSION PLAN D-979  
 P2 DENOTES PLAN 11R-10315  
 P3 DENOTES EXPLOSION PLAN D-988



\*N.B. NOT TO SCALE.



## Report to Council

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**REPORT NO.:** PW-22-26  
**DATE:** May 5, 2022  
**ATTACHMENT:** Agreement  
**SUBJECT:** TENDER RESULTS: 2022 SUPPLY & PLACE SURFACE TREATMENT

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### **Recommendation:**

**THAT Report No. PW-22-26 entitled “Tender Results: 2022 Supply & Place Surface Treatment” be received;**

**AND THAT the 2022 Supply & Place Surface Treatment work be awarded to Duncor Enterprises Inc.;**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with Duncor Enterprises Inc. of Barrie, Ontario for the purpose of completing the 2022 Surface Treatment Program.**

### **Background:**

The Township procurement policy permits the Township to participate in co-operative purchasing with other government agencies or public authorities where it is in the best interest of the Township to do so. The policies of the government agencies or public authorities calling the co-operative are to be the accepted policy for that particular tender.

Since 2013, the Township has participated in a purchasing co-operative with the County of Elgin to secure a Contractor.

Through the above process, the County obtained a competitive price to procure surface treatment services.

**Comments/Analysis:**

The County of Elgin called for tenders to complete their annual Microsurfacing & Surface Treatment Program with two bids received. The tender was awarded to the low bid contractor - Duncor Enterprises Inc. of Barrie, Ontario.

The Staff recommends entering into an agreement with the Contractor to formally recognize the owner/contractor relationship. In the past, the Township's tender has stipulated a two-year warranty period. The County's tender stipulates a one-year warranty. Notwithstanding the County's policy, the Staff would also recommend requesting a two-year warranty in recognition of the increased tender quantities, which is similar to past practice, and which has prior been accepted by the subject Contractor.

The following roads are scheduled to be resurfaced (Single Surface Treatment) in 2022:

1. Conservation Line – from Springwater Road to Imperial Road
2. Glencolin Line – from Hacienda Road to Walker Road
3. Whittaker Road – from Lyons Line to Wilson Line
4. Wilson Line – from Putnam Road to Pigram Road
5. Yorke Line – from Whittaker Road to Putnam Road

The following roads are scheduled to be pulverized and resurfaced (Double Surface Treatment) in 2022:

1. Springerhill Road – from Heritage Line to Talbot Line
2. Walker Road – from Pressey Line to Ron McNeil Line

The following road is scheduled to be reconstructed (Double Surface Treatment) in 2022:

1. Pressey Line – from Catherine Street to Walker Road

The contract recognizes an existing County of Elgin material installation specification and the Staff also recommend requesting a two-year warranty.

**Financial Implications to Budget:**

It is the opinion of Staff that the Township is still receiving a good value for its money and should continue to expand its surface treatment program to maximize its return on investment. To date, the Council committed to expanding and maintaining its surface treatment program to ensure the program is fully-funded to meet this commitment. The recommended engineering best practice is to have a surface treatment program on a seven year cycle. 1/7<sup>th</sup> of our system should be resurfaced every year. This is based on the life expectancy of surface treatment in order to minimize maintenance costs.

Overall submitted prices for surface treatment have increased by ±22% in comparison to 2021 rates. Based on the unit prices bid for 2022, the Staff estimate a total of

\$501,000 for single surface treatment and \$70,000 for double surface treatment resurfacing. The approved 2022 Hard Top Road maintenance budget includes \$503,302 plus a carryover of \$45,460 from the 2021 resurfacing program. As this increase is more than that estimated in the surface treatment operations budget, an additional \$22,300 will have to be funded through road maintenance reserves to fund the 2022 resurfacing program to meet the program requirements. Alternatively, the program could be reduced by removing Yorke Line (Whittaker Road to Putnam Road) from the works which would bring the 2022 operations to within the budgeted allocation. In an effort to maximize asset life expectancy, this alternative is not recommended by Staff.

A total of \$92,000 for double surface treatment to reconstruct existing hard surface roads is included in the 2022 Capital Construction budgets for Pressey Line.

The Council is reminded that payment for surface treatment is based on the actual field measurement of material applied. Road widths vary and will influence the final cost.

**Summary:**

The Staff recommend awarding the 2022 Surface Treatment contract to Duncor Enterprises Inc. of Barrie, Ontario, as the selected contractor following the Elgin County procurement process.

**Relationship to Cultivating Malahide:**

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

One of the goals that support the “Local Government” Strategic Pillar relates to “Embody Financial Efficiency throughout Decision-Making”.

Securing service providers using a competitive procurement practice and using a purchasing co-operative typifies this goal.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter, Roads & Construction Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

**AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_ in the year 2022.

B E T W E E N:

**DUNCOR ENTERPRISES INC.**

(herein called the "Contractor")

Of The First Part

and

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

(herein called the "Township")

Of The Second Part

**WHEREAS** the Corporation of the County of Elgin ("County") and the Contractor entered into Contract No 2022-T11 for the supply of all labour, equipment and materials to supply and place Surface Treatment and Microsurfacing on various roads throughout the County of Elgin;

**AND WHEREAS** the Township and the Contractor wish to change the Corporation of the County of Elgin's Micro Surfacing and Surface Treatment, Contract No 2022-T11 as described in this Agreement to include those works described in Schedule "A" attached hereto ("Additional Works");

**AND WHEREAS** the Corporation of the County of Elgin has consented to the changes to Contract No 2022-T11 as set out in this Agreement provided the Township pays all increases in prices and costs related to said changes and Additional Works;

**AND WHEREAS** this Agreement is further to and does not replace or otherwise alter the rights, privileges, obligations, covenants, agreements, promises and consideration included in Contract No 2022-T11 as between the Contractor and the County;

**NOW THEREFORE**, in consideration of the amounts as herein stated to be paid by the Township to the Contractor and in consideration of the promises and other good and valuable consideration and the covenants and agreements hereinafter to be performed, the parties hereto covenant and agree as follows:

1. The Contractor and the Township agree the above recitals are true.
2. This Agreement shall be referred to herein as the "Agreement".
3. The Contractor and the Township are collectively referred to herein as the "Parties".

4. The Parties agree to change the Corporation of the County of Elgin's Single Surface Treatment and Double Surface Treatment, Contract No 2022-T11 ("Contract") as described in this Agreement to include the Additional Works.

5. The Contractor hereby agrees to honour and extend all the rights, privileges, and obligations, which are afforded to the County pursuant to the Contract, to the Township at the unit prices as submitted by tender to the County by the Contractor and accepted by the Contract.

6. The rights, privileges, obligations, covenants, agreements, promises, terms and consideration included in the Contract as between the Contractor and the County shall apply as between the Contractor and the Township with respect to the Additional Works. For clarity and where the context requires, wherever "Owner" or "County" is used in the Contract it shall include the Township only to the extent that it applies to the Additional Works and except as otherwise stated herein.

7. The Contractor agrees that all specifications, guarantees/warranties, deposits, schedules and other requirements included in the tender documents and in the Contract apply to the Additional Works and that all works carried out pursuant to this Agreement shall be provided and carried out in accordance with and pursuant to the Contract.

8. The Parties agree that the Township shall not be responsible for payment of any costs or amounts owed to the Contractor by the County pursuant to the Contract except as payment relates directly to the Additional Works and this Agreement.

9. The Parties further agree that the Township shall not be liable or otherwise responsible for any works or other obligations and responsibilities of the County related directly or indirectly to the supply and placement of Single Surface Treatment and Double Surface Treatment on various roads throughout the County of Elgin, except as the works, obligations and responsibilities relate directly to the Additional Works and this Agreement.

10. The Parties agree that payment for the Additional Works shall be paid by the Township to the Contractor in accordance with the same payment terms and at the same unit prices tendered and included in the Contract; subject to any additions and deletions as may be properly made under the terms of the Contract.



**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals and the Corporations have hereunto caused to be affixed their corporate seal under the hands of the duly authorized officers.

SIGNED, SEALED AND DELIVERED  
in the presence of:

) The Corporation of the Township  
) of Malahide  
)  
) \_\_\_\_\_  
)  
) Date of Signature  
)  
) \_\_\_\_\_  
)  
) Date of Signature

We have authority to bind the Corporation.

) Duncor Enterprises Inc.  
)  
)  
) \_\_\_\_\_  
) Per:  
) Date of Signature  
)  
)  
) \_\_\_\_\_  
) Per:  
) Date of Signature

I/We have the authority to bind the Corporation.

**SCHEDULE A****2022 SURFACE TREATMENT AND  
SURFACE TREATMENT QUANTITIES**

<b><u>ROAD SECTION</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>SQ METERS</u></b>
<b><u>SINGLE SURFACE TREATMENT</u></b>			
CONSERVATION LINE	SPRINGWATER ROAD	IMPERIAL ROAD	37,170
GLENCOLIN LINE	HACIENDA ROAD	WALKER ROAD	44,110
WHITTAKER ROAD	LYONS LINE	WILSON LINE	23,940
WILSON LINE	PUTNAM ROAD	PIGRAM ROAD	26,790
YORKE LINE	WHITTAKER ROAD	PUTNAM ROAD	15,810
			<b>147,820</b>
<b><u>DOUBLE SURFACE TREATMENT</u></b>			
PRESSEY LINE	CATHERINE STREET	WALKER ROAD	14,940
SPRINGERHILL ROAD	HERITAGE LINE	TALBOT LINE	6,750
WALKER ROAD	PRESSEY LINE	RON MCNEIL LINE	4,590
			<b>26,280</b>



## Report to Council

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**REPORT NO.:** PW-22-27  
**DATE:** May 5, 2022  
**ATTACHMENT:** Agreement  
**SUBJECT:** TENDER RESULTS: ROAD LINE PAINTING CONTRACT

---

### Recommendation:

**THAT Report No. PS-22-27 entitled “Tender Results: Road Line Painting Contract” be received;**

**AND THAT the Centerline Painting contract be awarded to RanN Maintenance (2228977 Ontario Ltd.);**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with RanN Maintenance (2228977 Ontario Ltd.) of Guelph, Ontario for the purpose of completing the Centerline Painting Program.**

### Background:

The Township’s procurement policy permits the Township to participate in co-operative purchasing with other government agencies or public authorities where it is in the best interest of the Township to do so. The policies of the government agencies or public authorities calling the co-operative are to be the accepted policy for that particular tender.

In the past, the Township has participated with several other lower tier municipalities to issue a multi-year Centerline Painting Tender. Since 2014, the Township and the City of St. Thomas has participated in a multi-year purchasing co-operative led by the Municipality of Central Elgin to secure a contractor for Center and Edge line Painting.

The Municipality of Central Elgin obtained pricing using a competitive process.

### Comments/Analysis:

Standards for pavement markings in Ontario are defined in the Ontario Traffic Manual. Because the safety of all motorists is important, the center lines on area roads are repainted each year.

The Municipality of Central Elgin called for tenders to complete their multi-year Line Painting Program. The tender was awarded to RanN Maintenance (2228977 Ontario Ltd.) of Guelph, Ontario.

The unit prices in the tender are based on a per liter of paint applied. The Township is responsible for line painting applications on County of Elgin roadways within the Township boundaries, as well as the Township’s own roadway line markings.

The tender identified a need for 26,300 liters of paint required within the Township’s area. This total can be further broken down to approximately 10,675 liters of paint on Township roads, and 15,625 liters of paint on County roads.

Based on the Ontario Traffic Manual – Book 11 Specifications as identified in the tender for road line painting, the unit price per liter is \$6.19. Previous year comparisons are shown in the “Financial Implications to Budget” section of this report.

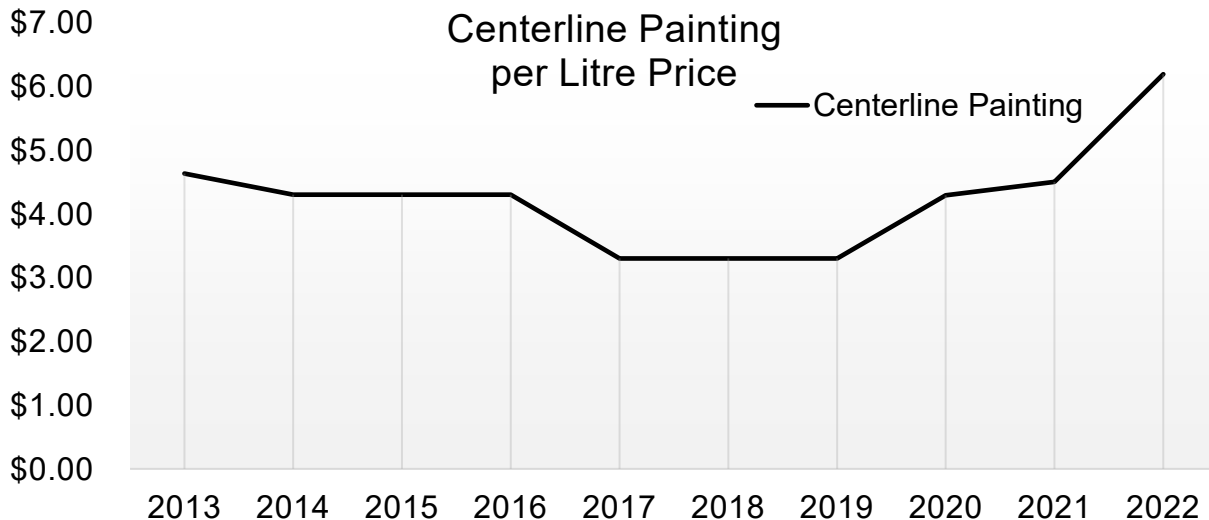
The terms of the current multi-year contract are for a two (2) year period commencing April 1, 2022 and ending March 31, 2024, with an option to renew for three (3) additional one (1) year periods. Pricing must remain firm for the first year of the contract. The successful contractor, upon request will be granted a rate increase in the subsequent year(s), based on the Consumer Price Index (CPI) – Ontario All Goods Index for the proceeding twelve (12) month period, to the nearest \$0.05. Price increases must be submitted to the Township three (3) months before the anniversary date for each year.

The Contractor shall provide the Township a minimum 90 days’ notice in advance of the start of any term if they do not wish to renew for the next additional one (1) year term. The Township shall provide a minimum 60 days’ notice to the bidder if they choose not to exercise the option to renew for the next additional (1) year term.

**Financial Implications to Budget:**

Historical unit pricing for the Centerline Painting tender are as follows:  
(10yr Average Annual Price Increase = 3.3% per year)

2013	2014-2016	2017-2019	2020	2021	2022
\$4.63	\$4.30	\$3.30	\$4.29	\$4.50	\$6.19



The Staff estimate the work listed above to cost approximately \$66,000 in 2022 plus applicable taxes which is within the Line Painting budgeted amount allocated in the 2022 Operating Budget.

The County Road line painting expense is included in the Road Maintenance Agreement to be paid for by the County.

The Council is reminded that payment for line painting is based on the actual field measurement of material applied.

**Relationship to Cultivating Malahide:**

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

One of the goals that support the “Local Government” Strategic Pillar relates to “Embody Financial Efficiency throughout Decision-Making”. Securing service providers using a competitive procurement practice and using a purchasing co-operative typifies this goal.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter, Roads & Construction Manager	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

**AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_ day of \_\_\_\_\_ in the year 2022.

B E T W E E N:

**2228977 Ontario Ltd. (RanN Maintenance)**

(herein called the “Contractor”)

Of The First Part

and

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

(herein called the “Township”)

Of The Second Part

**WHEREAS** the Corporation of the Municipality of Central Elgin (“Central Elgin”) and the Contractor entered into Contract 2022-10 Centreline Painting for the supply of all labour, equipment and materials to supply and place Centreline Painting on various roads throughout the Municipality of Central Elgin, Township of Malahide and the City of St. Thomas;

**AND WHEREAS** the Corporation of the Township of Malahide wishes to enter into an agreement for Centreline Painting with the Contractor for quantities identified within the Township of Malahide in Contract 2022-10;

**AND WHEREAS** this Agreement is further to and does not replace or otherwise alter the rights, privileges, obligations, covenants, agreements, promises and consideration included in Contract 2022-10 as between the Contractor and Central Elgin;

**NOW THEREFORE**, in consideration of the amounts as herein stated to be paid by the Township to the Contractor and in consideration of the promises and other good and valuable consideration and the covenants and agreements hereinafter to be performed, the parties hereto covenant and agree as follows:

1. The Contractor and the Township agree the above recitals are true.
2. This Agreement shall be referred to herein as the “Agreement”.
3. The Contractor and the Township are collectively referred to herein as the “Parties”.
4. The Parties agree to change the Corporation of Central Elgin’s Centreline Painting Contract 2022-10 (“Contract”) as described in this Agreement to include the Additional Works.

5. The Contractor hereby agrees to honour and extend all the rights, privileges, and obligations, which are afforded to Central Elgin pursuant to the Contract, to the Township at the unit prices as submitted by tender to Central Elgin by the Contractor and accepted by the Contract.

6. The rights, privileges, obligations, covenants, agreements, promises, terms and consideration included in the Contract as between the Contractor and Central Elgin shall apply as between the Contractor and the Township with respect to the works identified for the Township of Malahide. For clarity and where the context requires, wherever "Owner" or "Central Elgin" is used in the Contract it shall include the Township only to the extent that it applies to the works identified for the Township of Malahide and except as otherwise stated herein.

7. The Contractor agrees that all specifications, guarantees/warranties, deposits, schedules and other requirements included in the tender documents and in the Contract apply to the works identified for the Township of Malahide and that all works carried out pursuant to this Agreement shall be provided and carried out in accordance with and pursuant to the Contract.

8. The Parties agree that the Township shall not be responsible for payment of any costs or amounts owed to the Contractor by Central Elgin pursuant to the Contract except as payment relates directly to the Township's portion identified in this Agreement.

9. The Parties further agree that the Township shall not be liable or otherwise responsible for any works or other obligations and responsibilities of Central Elgin related directly or indirectly to the supply and placement of Centreline Painting on various roads throughout the Municipality of Central Elgin, Township of Malahide and the City of St. Thomas, except as the works, obligations and responsibilities relate directly to the works identified for the Township of Malahide and this Agreement.

10. The Parties agree that payment for the works identified for the Township of Malahide shall be paid by the Township to the Contractor in accordance with the same payment terms and at the same unit prices tendered and included in the Contract; subject to any additions and deletions as may be properly made under the terms of the Contract.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals and the Corporations have hereunto caused to be affixed their corporate seal under the hands of the duly authorized officers.

SIGNED, SEALED AND DELIVERED ) The Corporation of the Township  
in the presence of: ) of Malahide  
)  
) \_\_\_\_\_  
)  
) Date of Signature  
)  
) \_\_\_\_\_  
)  
) Date of Signature

We have authority to bind the Corporation.

) 2228977 Ontario Ltd. (RanN Maintenance)  
)  
)  
) \_\_\_\_\_  
) Per:  
) Date of Signature  
)  
)  
) \_\_\_\_\_  
) Per:  
) Date of Signature

I/We have the authority to bind the Corporation.





## Report to Council

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**REPORT NO.:** PW-22-28  
**DATE:** May 5, 2022  
**ATTACHMENT:** Contract Agreement  
**SUBJECT:** TENDER RESULTS: SUPPLY AND APPLY DUST CONTROL

---

### Recommendation:

**THAT Report No. PW-22-28 entitled “Tender Results: Supply and Apply Dust Control” be received;**

**AND THAT the Township’s portion of the Supply and Apply Dust Control tender be awarded to Da-Lee Dust Control Ltd., of Stoney Creek, Ontario, in the amount of \$465.12 per flake tonne for 35% calcium chloride (excluding hst);**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with Da-Lee Dust Control Ltd. for the purpose of completing the 2022 Dust Suppressant Program.**

### Background:

The Township has historically tendered for the supply and application of a dust suppressant product. The tender call is typically for a multi-year period.

The Municipality of Central Elgin issued a tender, on behalf of the Township of Malahide and the Municipality of Central Elgin, to procure a dust suppressant contractor. Participation in the tender was open to all municipalities in Elgin County. The two municipalities entered into a joint tender to help achieve economies of scale in an effort to secure more favorable pricing.

### Comments/Analysis:

The suppliers are required to supply and apply a product which meets the Provincial specification (material specification OPSS 2503) for dust suppressant which calls for a minimum of 35% Calcium Chloride, 30% magnesium solution, or 35% calcium chloride equivalent. Dust suppressant is critical to maintaining the gravel structure of roads. Dust suppressants help reduce the migration of fines. When the fines disappear out of the gravel the road loses its structural integrity and the road is more susceptible to becoming pot holed and marbled.

A road without dust suppression will quickly deteriorate, requiring frequent and costly maintenance and replacement of gravel. The cost of poor or no dust control can far exceed the cost of investment in good application of suitable dust suppressants. The direct cost of the dust suppressant, the reapplication rate, and application method (equipment and labour requirement) will affect the total cost of treatment.

The tenders closed on March 24, 2022. Two contractors submitted bids. The low bid was for a 35% calcium chloride in the amount of \$465.12 per flake tonne from Da-Lee Dust Control Ltd., of Stony Creek, Ontario. The lone other bid was from Pollard Distribution Ltd, of Harrow, Ontario to supply a 35% calcium chloride for a price of \$498.00 per flake tonne (exclusive of HST).

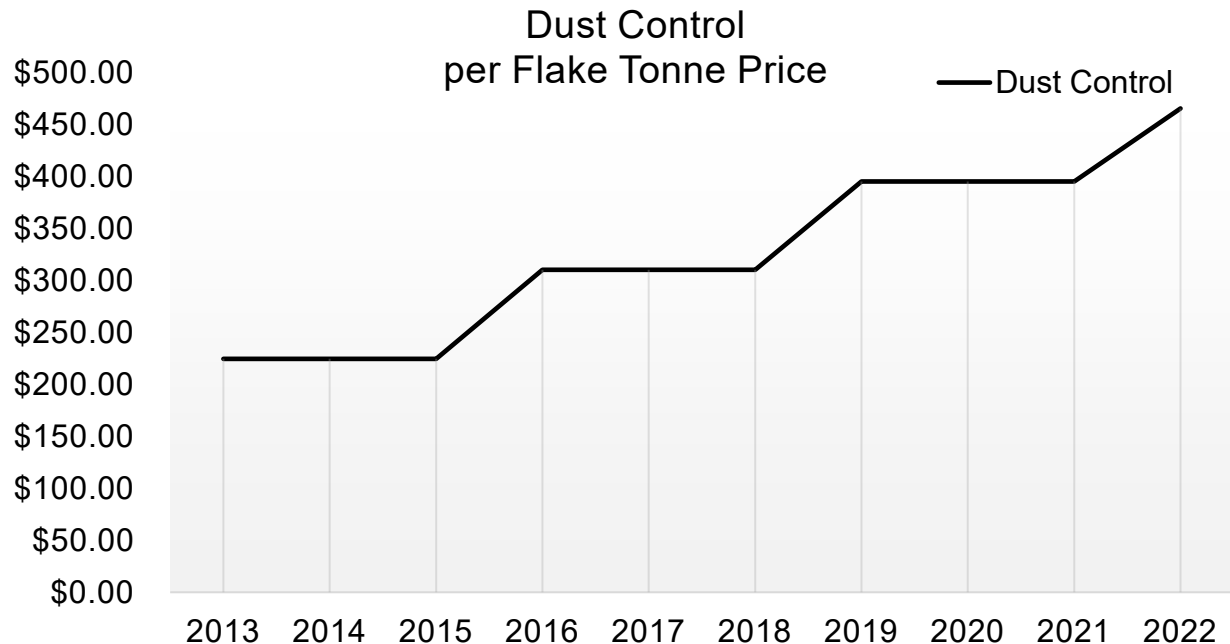
The terms of the current multi-year contract are for a one (1) year period commencing April 1, 2022 and ending March 31, 2023, with an option to renew for four (4) additional one (1) year periods. Pricing must remain firm for the first year of the contract. The successful contractor, upon request will be granted a rate increase in the subsequent year(s), based on the Consumer Price Index (CPI) – Ontario All Goods Index for the proceeding twelve (12) month period, to the nearest \$0.05. Price increases must be submitted to the Township three (3) months before the anniversary date for each year.

The Contractor shall provide the Township a minimum 90 days’ notice in advance of the start of any term if they do not wish to renew for the next additional one (1) year term. The Township shall provide a minimum 60 days’ notice to the bidder if they choose not to exercise the option to renew for the next additional (1) year term.

**Financial Implications to Budget:**

Historical unit pricing for the Dust Control tender are as follows:  
(10yr Average Annual Price Increase = 8.4% per year)

2013-2015	2016-2018	2019-2021	2022
\$224.40	\$310.09	\$394.94	\$465.12



The program is included in the approved 2022 Roads Operation Budget with a value of \$59,427 which accommodated a 2% inflation increase over 2021 pricing. Due to the tender results resulting in a 17.8% increase over 2021 rates, the annual cost should be increased to \$79,000 to provide the required volume of Dust Control resulting in an estimated shortfall of \$19,573 to be funded from road reserves. This updating unit pricing will be adjusted accordingly in future budget considerations.

**Relationship to Cultivating Malahide:**

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

One of the goals that support the “Our Government” Strategic Pillar relates to Embody financial Efficiency throughout Decision Making. Continually monitoring program results and efficiency undertaking strategic competitive procurement supports this goal.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter, Roads & Construction Manager	Matt Sweetland, P.Eng., Director of Public Works	

## TOWNSHIP OF MALAHIDE AGREEMENT

THIS AGREEMENT made in quadruplicate this \_\_\_\_ day of \_\_\_\_\_ in the year 2022.  
B E T W E E N:

DA-LEE DUST CONTROL LTD.  
herein called the "Contractor"  
and

CORPORATION OF THE TOWNSHIP OF MALAHIDE  
herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter indicated undertake and agree as follows:

### ARTICLE 1:

The following documents are to be read herewith and form part of this Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied therein and are referred to herein as the "Contract Documents".

1. **Form of Tender**
2. **Special Provisions - General**
3. **O.P.S. General Conditions of Contract**
4. **O.P.S. Volumes 1, 2 & 3**

### ARTICLE 2:

The Contractor undertakes and agrees:

- a) To provide all materials, except as otherwise specified, and perform all work shown on the map and described in the Contract Documents entitled: **Tender 2022-09, DUST CONTROL** and,
- b) To do and fulfill everything indicated by this Agreement and the Contract Documents, and
- c) To complete substantially all the work as specified in the Contract Documents and as identified in Article 1.

### ARTICLE 3:

The Owners undertake and agree:

- a) To pay the Contractor in current funds for the performance of the **Tender 2022-09 DUST CONTROL, four hundred and sixty-five dollars and twelve cents (\$465.12) per flake tonne including HST, for 35% Calcium Chloride as specified in the tender documents**, subject to additions and deductions as provided in the tender documents.
- b) To make payments on account thereof (when the Director is satisfied that payments due to Sub-contractors have been made), as follows: on or before the thirtieth day of each month 100 percent of the value, proportionate to the amount of "Contract", of the value of work at the first day of the month as estimated by the Contractor, and approved by the Owner, less the amount of previous payments less any amount

required statutory holdback. Final payment upon completion of the work shall be made in compliance with the Contract Documents.

- c) If on account of climate or other conditions reasonable beyond the Contractor's control, there are items of work that cannot be readily completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold sufficient and reasonable sum until the uncompleted work is finished.

ARTICLE 4:

The Contractor and the Owners for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract Documents, and that this Agreement with the Contract Documents constitute the Contract and the following is an exact enumeration of the Specifications and Drawings:

- a) **Special Provisions – General**
- b) **Specifications**
- c) **Form of Tender**
- d) **OPS General Conditions**

ARTICLE 5:

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by registered mail to the Contractor at **350 Jones Road, Stoney Creek, ON L8E 5N2** to the Owner at **87 John St. S Aylmer, Ontario N5H 2C3** will be considered as having been so given at the time of the deposit thereof in the Post Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
 in the presence of )  
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Corporation of the Township of Malahide  
 \_\_\_\_\_ SEAL  
 \_\_\_\_\_  
 DA-LEE DUST CONTROL LTD.  
 \_\_\_\_\_ SEAL  
 \_\_\_\_\_



## Report to Council

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**REPORT NO.:** PW-22-29  
**DATE:** May 5, 2022  
**ATTACHMENT:** Agreement  
**SUBJECT:** Tender Results: Supply & Placement of Road Granulars

---

### Recommendation:

**THAT Report No. PW-22-29, entitled “Tender Results: Supply and Placement of Road Granulars” be received;**

**AND THAT, the tender for the Supply and Placement of Road Granulars Contract be awarded to McKenzie and Henderson Ltd. of Forest, Ontario in the amount of \$661,275.00 (plus HST);**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with McKenzie and Henderson Ltd. for the purpose of completing the Supply and Placement of Road Granulars Program;**

### Background:

Public Works Staff called tenders for the Supply and Placement of Road Granulars Program. Tenders closed on April 8, 2022 at 11:00 am. Two (2) contractors submitted bids. The low bid was received from McKenzie and Henderson Ltd. in the amount of \$661,275.00 (plus HST). McKenzie and Henderson Ltd. intends to obtain the material from Oxford Sand & Gravel Pit in Embro, Ontario and the Lafarge Pit in Woodstock, Ontario.

The tender is for approximately 24,100 tonnes of Granular A, 13,800 tonnes of Granular B and 700 tonnes of Crushed 3/4-inch Clear Stone to be supplied and delivered.

The following road segments are designated for Spring Gravel:

- Dalby Road (Lyons Line to North Limit)
- Newell Road (Ron McNeil Line to Lyons Line)
- Sparta Line (Imperial Road to East Limit)
- Springerhill Road (South Limit to Heritage Line)

- Walker Road (Glencolin Line to Pressey Line)

The following road sections are designated for Construction Gravel:

- Pressey Line (Catherine Street to Walker Road)
- Springerhill Road (Heritage Line to Talbot Line)
- Walker Road (Pressey Line to Ron McNeil Line)

**Comments/Analysis:**

Staff have confirmed the material specification requirements with the supplier and have checked the contractor’s references.

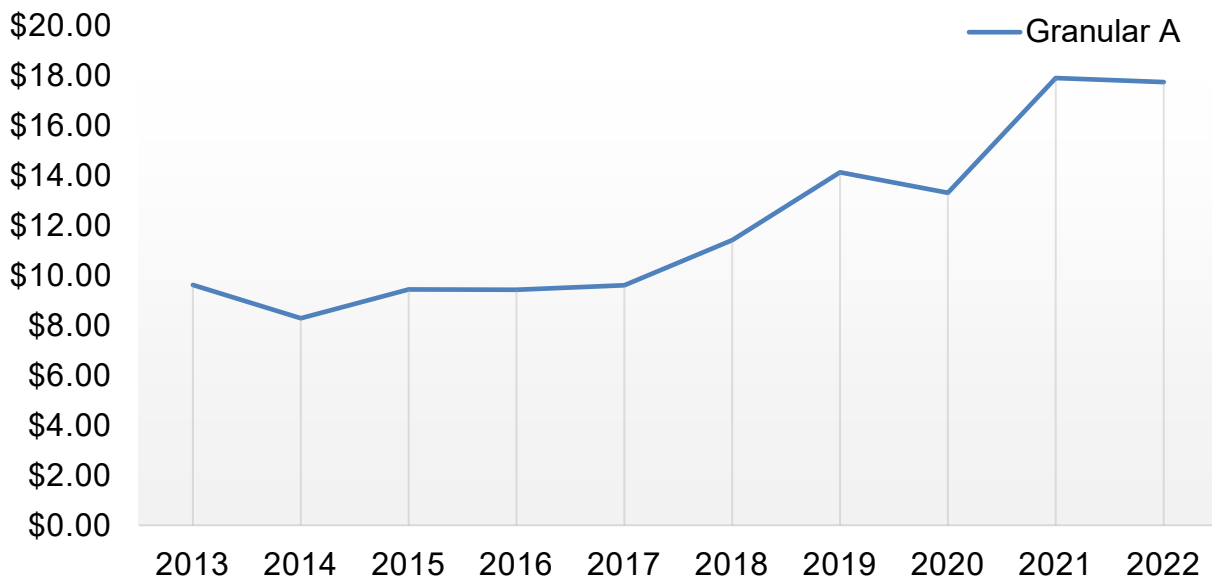
The low bid for Granular ‘A’ represents a price per tonne decrease of approximately - 0.9% as compared to the 2021 unit prices. A review of similar tender results in neighboring municipalities found that the price per tonne that the Township received is consistent and comparable. The rate of unit price increase is due to a high demand of material in the construction industry. This has been consistent for the past several years, and will ultimately have an impact on the amount of construction and maintenance work that the Township can complete at the current funding levels going forward.

**Financial Implications to Budget:**

Historical unit pricing for the Granular Supply and Place tender are as follows:

**3/4” Granular A:** (10yr Average Annual Price Increase = 7.0% per year)

2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
\$9.63	\$8.29	\$9.45	\$9.43	\$9.61	\$11.42	\$14.13	\$13.32	\$17.91	\$17.75



The low bid total conforms to staff estimates and the approved 2022 Budget provides sufficient funding through various budget lines for gravel maintenance and capital construction gravel. As the tendered quantities are estimated, the Staff will monitor the work as it progresses to ensure that budget targets are maintained.

**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 “Embodiment Financial Efficiency throughout Decision-Making” Strategic Pillar. Obtaining competitive quotations from local service providers helps to ensure financial efficiencies.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter, Roads & Construction Manager	Matt Sweetland, P Eng. Director of Public Works	Adam Betteridge, Chief Administrative Officer



## TOWNSHIP OF MALAHIDE AGREEMENT

THIS AGREEMENT made in quadruplicate this \_\_\_\_ day of \_\_\_\_\_ in the year 2022.  
B E T W E E N:

McKENZIE AND HENDERSON LTD.  
herein called the "Contractor"  
and

CORPORATION OF THE TOWNSHIP OF MALAHIDE  
herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter indicated undertake and agree as follows:

### ARTICLE 1:

The following documents are to be read herewith and form part of this Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied therein and are referred to herein as the "Contract Documents".

1. **Form of Tender**
2. **Special Provisions - General**
3. **O.P.S. General Conditions of Contract**
4. **O.P.S. Volumes 1, 2 & 3**

### ARTICLE 2:

The Contractor undertakes and agrees:

- a) To provide all materials, except as otherwise specified, and perform all work shown in the Contract Documents entitled: **Tender PW-22-04, Granular Supply & Placement** and,
- b) To do and fulfill everything indicated by this Agreement and the Contract Documents, and
- c) To complete substantially all the work as specified in the Contract Documents and as identified in Article 1.

### ARTICLE 3:

The Owners undertake and agree:

- a) To pay the Contractor in current funds for the performance of the **Tender PW-22-04, Six hundred and Sixty-One Thousand, Two hundred and Seventy-Five dollars (\$661,275.00) plus applicable taxes, for the supply and placement of Road Granulars as specified in the tender document** subject to additions and deductions as provided in the tender documents.
- b) To make payments on account thereof (when the Director is satisfied that payments

due to Sub-contractors have been made), as follows: on or before the thirtieth day of each month 100 percent of the value, proportionate to the amount of "Contract", of the value of work at the first day of the month as estimated by the Contractor, and approved by the Owner, less the amount of previous payments less any amount required statutory holdback. Final payment upon completion of the work shall be made in compliance with the Contract Documents.

- c) If on account of climate or other conditions reasonable beyond the Contractor's control, there are items of work that cannot be readily completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold sufficient and reasonable sum until the uncompleted work is finished.

ARTICLE 4:

The Contractor and the Owners for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract Documents, and that this Agreement with the Contract Documents constitute the Contract and the following is an exact enumeration of the Specifications and Drawings:

- a) **Special Provisions – General**
- b) **Specifications**
- c) **Form of Tender**
- d) **OPS General Conditions**

ARTICLE 5:

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by registered mail to the Contractor at **5996 Townsend Line, Forest, ON N0N 1J0** and to the Owner at **87 John St. S Aylmer, Ontario N5H 2C3** will be considered as having been so given at the time of the deposit thereof in the Post Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED )	Corporation of the Township of Malahide	
in the presence of )	_____	SEAL
) )	_____	
) )	McKenzie and Henderson Ltd.	
) )	_____	SEAL
) )	_____	



## Report to Council

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**REPORT NO.:** FIN-22-14  
**DATE:** May 5, 2022  
**ATTACHMENT:** Development Charges Statement of Reserve Funds  
**SUBJECT:** **2021 Development Charges and Reserve Fund**

---

### **Recommendation:**

**THAT Report No. FIN 22-14 entitled “2021 Development Charges and Reserve Fund” be received.**

### **Background:**

Development Charges (“D.C.”) provide for the recovery of growth-related capital expenditures from new development. This is provided to municipalities under the Development Charges Act, 1997 (the “Act”).

These amounts must be placed into a separate reserve fund which is restricted to be used to offset prescribed costs associated with growth.

Annually, the Treasurer of the municipality is required to provide Council with a financial statement related to the D.C. by-law(s) and reserve funds. Subsection 43 (2) of the Act and O. Reg. 82/98 prescribes the information that must be included in the Treasurer’s statement.

### **Comments/Analysis:**

The Township collects D.C.s at the time of issuance of a building permit as per Section 26 of the Act, and Township By-law No. 19-73 and 21-63.

Commercial and industrial properties are charged per square footage while single and semi-detached residential units are charged per unit as follows:

By-law & Schedule in Effect	Per unit for Res	Per Sq. Ft. for Non Res
By-law No. 19-73 and 21-63 Schedule C thereafter	\$6,217	\$ 2.62
By-law No. 19-73 and 21-63 Schedule D	\$7,095	\$ 2.80

The attached statement provides details as prescribed under Section 43 of the Act. A summary is noted below:

Description	Amount
Balance on Jan 1, 2021	\$774,490.78
D.C.s collected during the year	\$122,588.54
Interest earned during the year	\$794.42
Funds used during the year	\$266,204.29
Balance at Dec 31, 2021	\$631,669.45

During 2021, D.C.s in the amount of \$122,588.54 were collected. D.C.s were collected on 14 residential permits and 2 non-residential permits.

As part of the D.C. background study and bylaw update, Watson & Associates adjusted prior capital funding so the Township remained compliant with the Act. These adjustments are common as part of a D.C. bylaw update. This resulted in the derestriction of \$198,509 held in the D.C. Reserve Fund. This is represented in the funds used during the year totaling \$266,204.29. Other funds during the year were used for the D.C. Study (\$15,399.45), Fire Loan Repayment (\$30,039.84), and D.C.s used for Official Plan update (\$22,256.00).

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

**Township of Malahide**  
**Annual Treasurer's Statement of Reserve Funds for By-Law 19-73**

Description	Services to which the Development Charge Relates (examples)					Total
	Non-Discounted Services		Discounted Services			
	Services Related to a Highway	Protection <sup>4</sup>	Administration	Parks and Recreation <sup>5</sup>	Library	
Opening Balance, January 1, 2021	363,227.55	144,075.63	63,973.22	192,881.83	10,332.55	774,490.78
<u>Plus:</u>						
Development Charge Collections	46,915.79	44,464.02	8,892.80	21,090.05	1,225.89	122,588.54
Accrued Interest	293.94	278.05	55.61	158.88	7.94	794.42
Repayment of Monies Borrowed from Fund and Associated Interest <sup>1</sup>						0.00
Sub-Total	47,209.72	44,742.06	8,948.41	21,248.93	1,233.83	123,382.96
<u>Less:</u>						0.00
Amount Transferred to Capital (or Other) Funds <sup>2</sup>	13,932.89	175,257.60	2,635.95	67,949.29	6,428.56	266,204.29
Amounts Refunded	0.00	0.00	0.00	0.00	0.00	0.00
Amounts Loaned to Other D.C. Service Category for Interim Financing						0.00
Credits <sup>3</sup>						0.00
Sub-Total	13,932.89	175,257.60	2,635.95	67,949.29	6,428.56	266,204.29
						0.00
Closing Balance, December 31, 2021	396,504.39	13,560.10	70,285.68	146,181.47	5,137.82	631,669.45



## Report to Council

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**REPORT NO.:** FIN-22-15  
**DATE:** May 5, 2022  
**ATTACHMENT:** None  
**SUBJECT:** HARVEST BOWL GRANT APPLICATION

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### Recommendation:

**THAT Report No. FIN 22-15 entitled “Harvest Bowl Grant Application” be received;**

**AND THAT Harvest Bowl’s 2021 facility rental fees in the amount of \$1,968.57 be waived;**

**AND THAT the Director of Finance be directed to commit \$1,968.57 of 2021’s projected surplus to fund Harvest Bowl’s 2021 waiver of fees.**

### Background

Each year, the Township receives requests for grants from community groups. Fully completed applications for financial assistance are supposed to be received on an annual basis not later than October 31st for programs and events for the following calendar year. Completed applications are typically considered on a case by case basis by Council during the annual budget process.

Harvest Bowl is a non-profit organization that in 2018 started a gleaning program with local farmers to dehydrate unused crops and turn the dehydrated product into soup mixes for the local food banks and area shelters.

Harvest Bowl has been using the South Dorchester Community Hall in Lyons to prepare vegetables and assemble their soup kits. During 2021, in accordance with the Township’s user fee schedule, they were charged a total of \$2,968.57 (including HST) for kitchen rentals. On April 12<sup>th</sup>, the Township received a grant application requesting \$1,968.57 of this total be forgiven. A \$1,000 payment has already been made to the Township.

A history of Harvest Bowl's involvement in the Township's grant program is provided as follows:

<b>Year</b>	<b>Township Fees</b>	<b>Grant Received</b>
2019	\$1,313.00	\$1,313.00
2020	\$1,365.52	\$0 (did not apply)
2021	\$2,968.57	to be determined

### **Financial Implications**

During 2021, the Township set a \$24,625 budget for community grants though only ended up issuing \$15,305 due to event cancellations. Therefore, the Township has a \$9,320 surplus in relation to its community grants program in 2021. If Harvest Bowl's application is approved, it is recommended part of this surplus be redirected to Harvest Bowl thereby avoiding a potential funding deficit in 2022. A full surplus distribution recommendation will be provided to Council once the Township's 2021 audit is complete.

Harvest Bowl intends to use alternate space for soup bag assembly in 2022 and is currently reviewing options for permanent siting for their dehydrator. No grant application has been submitted for 2022.

Approved by: Adam Boylan Director of Finance	Approved by: Adam Betteridge Chief Administrative Officer
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## Report to Council

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**REPORT NO.:** DS-22-22

**DATE:** May 5, 2022

**ATTACHMENT:** Report Photo and various documents to facilitate the necessary site plan and holding symbol removal

**SUBJECT:** **SITE PLAN APPLICATION NO. D11-SP02-2022 AND ZONING BY-LAW AMENDMENT APPLICATION NO. D14-Z04-22 – EDWARD EMPEY AND CONSTANCE CAMILLERI**

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### Recommendation:

**THAT Report No. DS-22-22 entitled “Site Plan Application No. D11-SP02-2022 and Zoning By-Law Amendment Application No. D14-Z04-22 – Edward Empey And Constance Camilleri” be received;**

**AND THAT the Council APPROVE Site Plan Application No. D11-SP02-2022 and Zoning By-Law Amendment Application No. D14-Z04-22;**

**AND THAT Council proceed with the adoption of By-law 22-26 authorizing the Mayor and CAO/Clerk to sign the Site Plan Agreement;**

**AND THAT the Zoning By-law Amendment Application No. D14-Z04-22 of Edward Empey and Constance Camilleri to remove the “-H-1” symbol from the current zone classification, BE APPROVED for the reasons set out in this Report.**

### Background:

The Council reviewed this proposal in detail on January 6, 2022. The proposed development is permitted in accordance with the Township’s Official Plan and Zoning By-law (as per the approval of Zoning By-law Amendment No. 22-03).

The Council approved the above-noted Zoning By-law Amendment as follows:

1. THAT Schedule 'A' to By-law No. 18-22, as amended, is hereby further amended by changing the Small Lot Agricultural (A4) zone symbol applicable to the lands located in part of Lot 19, Concession North Gore





agreement will allow for an existing 140 sq. m. accessory building to be used as a motor vehicle repair garage for the purposes of performing MTO safety inspections and minor and incidental repairs on trucks associated with a manure haulage business, as specifically described in Zoning By-law Amendment No. 22-03

As provided by Section 8.16.1.2 of the Township Official Plan, objectives in the use of site plan control include: ensuring safety and efficiency of vehicular and pedestrian traffic; minimizing land use incompatibility between new and existing development; providing functional and attractive on-site facilities such as landscaping and lighting; controlling the placement and provision of required services such as driveways, parking, loading facilities and garbage collection; securing easements or grading and alterations necessary to provide for public utilities and site drainage; and, ensuring that the development proposed is built and maintained as approved by the Council.

The following staff comments have been addressed on the attached site plan and/or as special clauses within the agreement.

#### Vehicular Entrance and Parking Area

The existing entrance and parking area location and material are to be maintained by the owner(s) as shown on the site plan.

#### Buffer Strip

The existing mature tree line along the north and east lot lines are to be maintained by the owner(s) as shown on the site plan.

The Site Plan Agreement has been included with this report and will be registered on title to these lands if approved by the Council.

The Planning Staff has considered the merits of the subject application against applicable Official Plan policies and the Township's Zoning By-law and recommends that the Council adopt the authorizing by-law which will allow the proposed development to proceed.

### **Zoning By-law Amendment Application to Remove Holding Provision (H-1)**

The subject Zoning By-law Amendment Application has been submitted in order to remove the Holding Provision (H-1) placed on the subject property by By-law 22-03.

In accordance with Section 3.3 of Zoning By-law 18-22, the Holding (H-1) symbol may be lifted subject to the following:

*To ensure the orderly development of lands and the adequate provision of municipal services, the required security shall be provided for the development agreement or subdivision agreement, and Council shall be satisfied that the conditions of the approval of the plans and drawings for a site plan, or the conditions of the approval of a draft plan of subdivision, ensure a development agreement or subdivision agreement is executed by the applicant and the Township, prior to the removal of the "H-1" symbol.*

Based on the above information, Planning Staff recommend that it is now appropriate

for Council to approve this application and pass a By-law to remove the Holding (H-1) symbol from the subject lands.

### **Financial Implications to Budget:**

The full cost of the development and planning process is at the expense of the applicant 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.

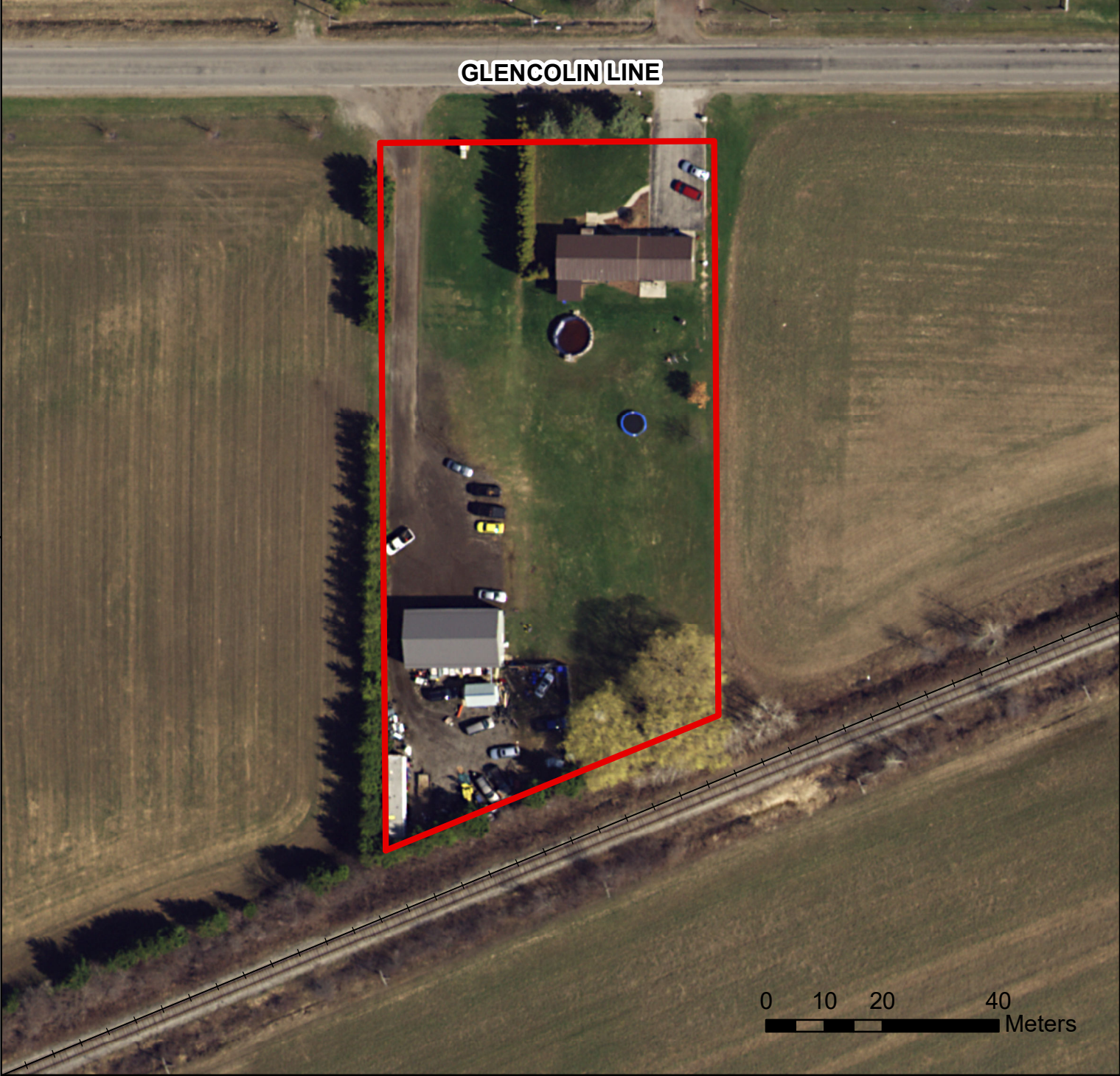
One of the goals that support this project is the "Promote new development in a responsible manner that directs growth to appropriate areas within the Township". By supporting this application and facilitating this proposal the Council is achieving this goal.

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

**APPLICATION FOR A ZONING BY-LAW AMENDMENT**  
**Edward Empey and Constance Camilleri**

50845 Glencolin Line  
Part Lot 19, Gore, North Talbot Road  
Township of Malahide

**Township  
of Malahide  
Figure 1**



**GLENCOLIN LINE**

0 10 20 40  
Meters

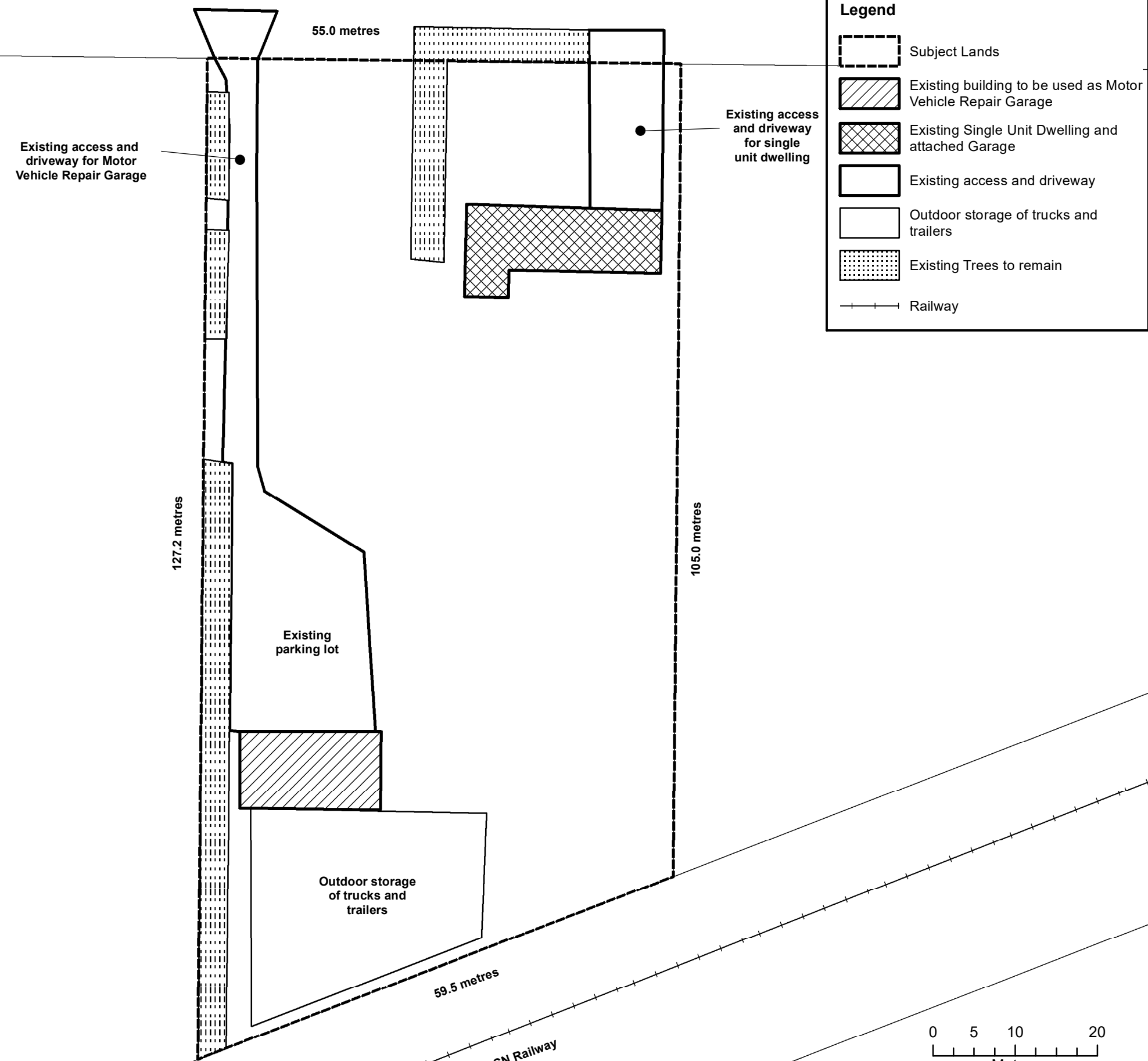


LANDS TO BE REZONED  
FROM "SITE SPECIFIC SMALL LOT AGRICULTURAL HOLDING (A4-23-H-1) ZONE"  
TO "SITE SPECIFIC SMALL LOT AGRICULTURAL (A4-23) ZONE"



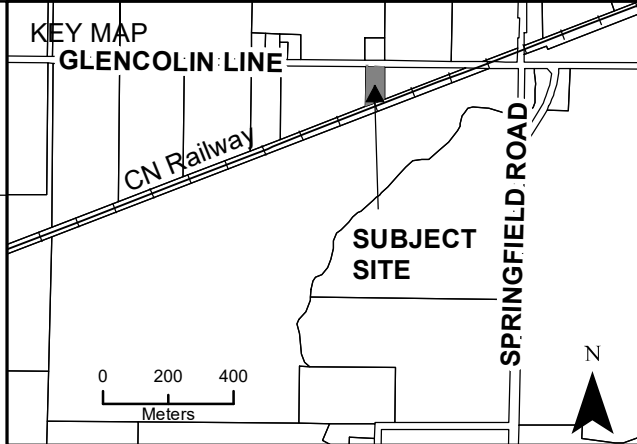


65 GLENCOLIN LINE



**Legend**

- Subject Lands
- Existing building to be used as Motor Vehicle Repair Garage
- Existing Single Unit Dwelling and attached Garage
- Existing access and driveway
- Outdoor storage of trucks and trailers
- Existing Trees to remain
- Railway



**SITE PLAN**

Owners: Edward Empey and Constance Camilleri  
 Site Address: 50845 Glencolin Line  
 Legal Description: Part Lot 19, Concession N Gore, North Talbot Road, Former Geographic Township of Malahide, Township of Malahide, Elgin County

**SITE DATA TABLE: A4-23-H-1 ZONE**

Permitted Uses: Motor vehicle repair garage for the purposes of performing MTO safety inspections and minor and incidental repairs on trucks associated with a manure haulage business

A4 ZONE STANDARDS REQUIRED	PROVIDED
Min. Lot Area:	2000sqm / 6,264sqm
Min. Lot Frontage:	30m / 55m
Min. Front Yard:	15m / 18m
Min. Interior Side Yard:	5m / 5m
Min. Rear Yard:	7.5m / Greater than
Max. Lot Coverage:	30% / Less than
Max. Dwelling Height:	10.5m / 1 storey
Min. Dwelling Floor Area:	90sqm / 140sqm
Parking Spaces:	0 / 3

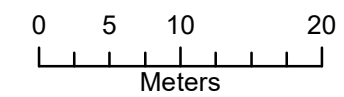
**A4-23-H-1 ZONE STANDARDS**

Max. Floor Area:	140sqm	140sqm
Max. No. of employees:	3	3

**ACCESSORY BUILDING STANDARDS**

Min. Front Yard:	15m	Greater than
Min. Interior Side Yard:	5m	4m
Min. Rear Yard:	1.2m	Greater than
Max. Lot Coverage:	10%	Less than
Max. Height:	6m	6.24m
Min. setback from dwelling	2m	Greater than

Prepared By: Christine Strupat, CPT  
 Date: April 12, 2022





**Please Complete and Print or (✓) Appropriate Box (es)**

**1.0 Applicant Information**

**1.1 Name of Owner(s)** An owner's authorization is required if the applicant is not the owner (See Section 13.0)

Name of Owner(s) Edward (Ted) Empey Constance (Connie) Camilleri	Primary Telephone: 519-280-0215	Email movingpooh@live.ca constancec@auracom.com
	Secondary Telephone: 519-280-0217	
Address 50845 Glencolin Line Aylmer, Ontario	Postal Code N5H 2R3	Fax No. 519-765-4636

**1.2 Name of Applicant (If same as owner check box)**

Name of Applicant(s)	Telephone Home:	Email
	Telephone Business:	
Address	Postal Code	Fax Number

**1.3 Name of Solicitor/Agent**

Name of Solicitor/Agent	Telephone Home:	Email
	Telephone Business:	
Address	Postal Code	Fax Number

Send Communication to (circle one only):      Applicant      **Owner**      Solicitor      Agent

**2.0 Location and size of the Subject Land**

Street No. 50845	Name of Street/Road Glencolin Line	Registered Plan No./Concession No. 7 (N Gore)	Lot(s)/Block(s)
		Reference Plan No. & Part No. 19	
Lot Frontage 55 m	Average Width	Average Depth 121 m	Lot Area 6264 m <sup>2</sup>

2.1 Is there a mortgage or charge in respect of the subject land?       Yes       No  
If yes, give the names and addresses of any mortgages or charges.

Canada Life Mortgage - The Canada Life Assurance Company - London

I have read and understood this application form and associated content.  
E.B.E. (Initial)

2.2 Are there any easements or restrictive covenants affecting the subject land?  Yes  No  
 If yes, describe the easement or covenant and its effect.

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2.3 When were the subject lands acquired by the current owner? August 2019

**3.0 Proposed and Current Land Use**

3.1 What is the proposed use of the subject land? (Please attach an additional page if more space is required)

To carry out MTO safety inspections on equipment owned by 2713612 Ontario Inc. o/a TMP Haulage which is located in Springfield, ON.  
 Possible minor repairs and maintenance on this equipment also as permitted through zoning by-law amendment No. 22-03.

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3.2 What is the current use of the subject land? (Please attach an additional page if more space is required)

Currently being used as just a dwelling / back yard.

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3.3 How is the subject land currently designated in the Official Plan? Agriculture

3.4 How is the subject land currently zoned in the Zoning By-law? A4

3.5 Provide the following details for all buildings, both existing and proposed. (Information should also be presented in the Site Plan Map)

	Existing Buildings		Proposed Buildings
<i>Example: Gross Floor Area</i>	Dwelling	603.85 m <sup>2</sup> "Shop"	1050.00 m <sup>2</sup>
3.5.1 Front Yard	18 m	77 m	None
3.5.2 Rear Yard	extensive	20 m	
3.5.3 Side Yard	5 m	4 m	
3.5.4 Side Yard			
3.5.5 Height	1 storey	6.24 m	
3.5.6 Dimensions			
3.5.7 Gross Floor Area	140 m <sup>2</sup>	140 m <sup>2</sup>	
3.5.8 Date Constructed		2008	

I have read and understood this application form and associated content.  
          E.B.F.           (Initial)

**4.0 Previous Industrial or Commercial Uses**

**4.1** Has there previously been an industrial or commercial use on the subject land or adjacent land?  Yes  No

If yes, specify the uses and dates.

Previous owner operated an auto repair shop. Possibly as early as 2008 to 2019

**4.2** Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?  Yes  No

If yes, please provide some detail of the nature of the contamination.

**4.3** What information did you use to determine the answers to the above questions?

4.1 - The auto repair was in service when we "viewed" the property for purchase. As of today "Friesen's Repairs" can be found on the internet at 50845 Glencolin Line Aylmer.

4.2 - We inspected the property prior to purchase. Both before and after taking possession there were no physical signs of contamination such as oil stains on the gravel. All grass, trees and shrubs were not dead. etc. The water was tested and there was not contamination.

**4.4** If yes, to (4.1), (4.2) or (4.3), a previous use inventory showing all former uses of the subject land, or if appropriate, the adjacent land, is needed. Is the previous use inventory attached?  Yes  N/A  No

**5.0 Status of Other Applications under the Planning Act**

**5.1** Is the subject land also the subject of an application for an Official Plan Amendment, Consent, approval of a Site Plan, Minor Variance, Zoning By-law Amendment or Zoning Order Amendment?  Yes  No

If yes, indicate the type of application, the file number and the status of the application.

Approved zoning by-law amendment changed to A4-23-H-1; the "-H-1" requires a site plan agreement

I have read and understood this application form and associated content.  
E.B.E. (Initial)



6.0 Servicing

6.1 Indicate the existing/proposed servicing type for the subject land.

Sewage Disposal	Existing	Proposed	Water Supply	Existing	Proposed
a) Public piped sewage system	<input type="checkbox"/>	<input type="checkbox"/>	a) Public piped water system	<input type="checkbox"/>	<input type="checkbox"/>
b) Public or private communal septic	<input type="checkbox"/>	<input type="checkbox"/>	b) Public or private communal well(s)	<input type="checkbox"/>	<input type="checkbox"/>
c) Individual septic system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c) Individual well(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Other (Please write)			d) Other (Please write)		

Storm Drainage	Existing	Proposed	Road Access	Existing	Proposed
a) Sewers	<input type="checkbox"/>	<input type="checkbox"/>	a) Arterial road	<input type="checkbox"/>	<input type="checkbox"/>
b) Ditches or swales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b) Collector road	<input type="checkbox"/>	<input type="checkbox"/>
c) Other (Please write)			c) Local road	<input checked="" type="checkbox"/>	<input type="checkbox"/>

7.0 Other Information

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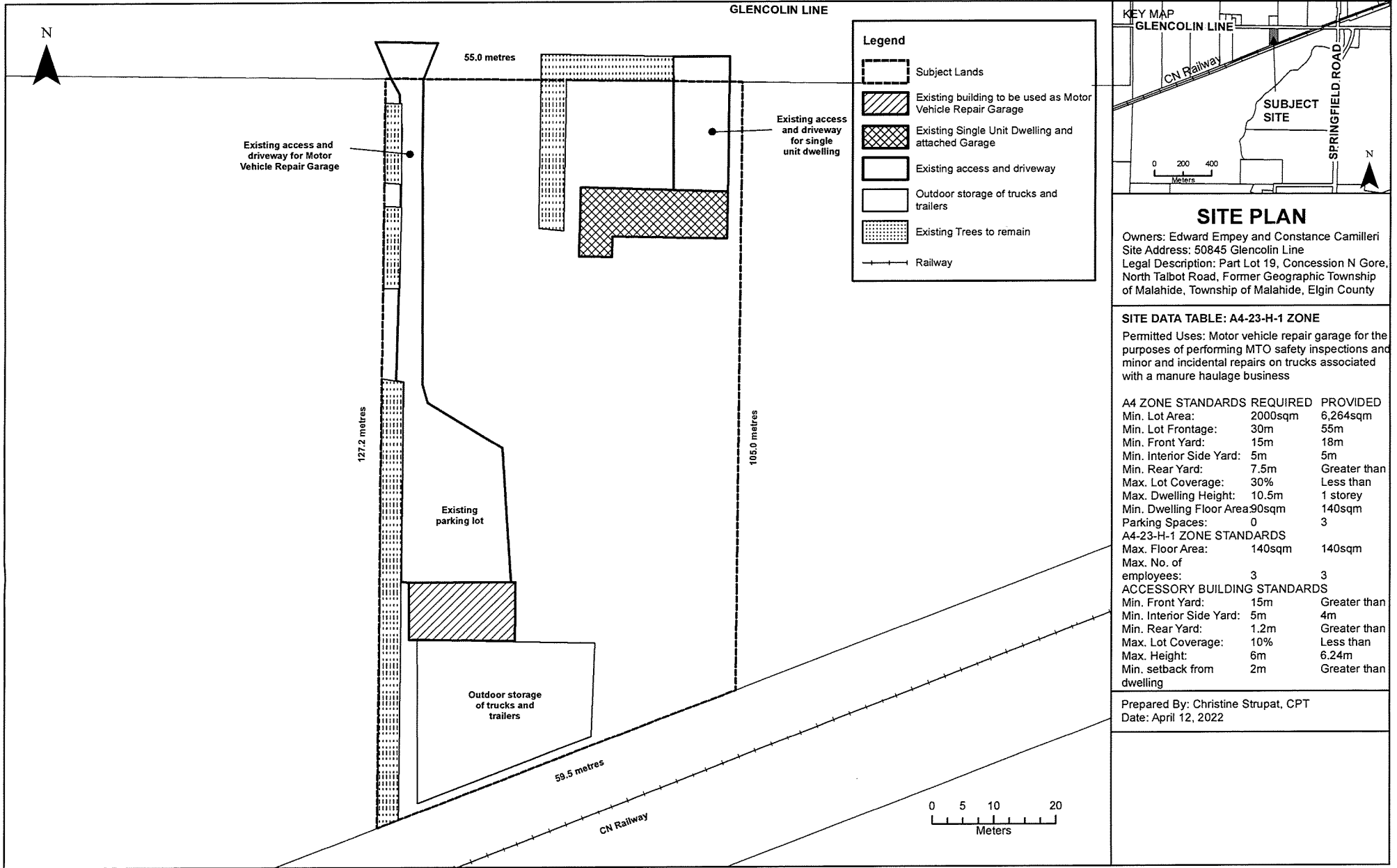


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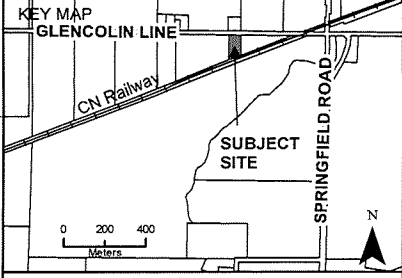
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I have read and understood this application form and associated content.  
EBE (Initial)



**Legend**

- Subject Lands
- Existing building to be used as Motor Vehicle Repair Garage
- Existing Single Unit Dwelling and attached Garage
- Existing access and driveway
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- Railway



**SITE PLAN**

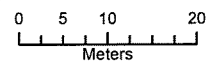
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 Site Address: 50845 Glencolin Line  
 Legal Description: Part Lot 19, Concession N Gore, North Talbot Road, Former Geographic Township of Malahide, Township of Malahide, Elgin County

**SITE DATA TABLE: A4-23-H-1 ZONE**

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Min. Front Yard:	15m	18m
Min. Interior Side Yard:	5m	5m
Min. Rear Yard:	7.5m	Greater than
Max. Lot Coverage:	30%	Less than
Max. Dwelling Height:	10.5m	1 storey
Min. Dwelling Floor Area:	90sqm	140sqm
Parking Spaces:	0	3
<b>A4-23-H-1 ZONE STANDARDS</b>		
Max. Floor Area:	140sqm	140sqm
Max. No. of employees:	3	3
<b>ACCESSORY BUILDING STANDARDS</b>		
Min. Front Yard:	15m	Greater than
Min. Interior Side Yard:	5m	4m
Min. Rear Yard:	1.2m	Greater than
Max. Lot Coverage:	10%	Less than
Max. Height:	6m	6.24m
Min. setback from dwelling	2m	Greater than

Prepared By: Christine Strupat, CPT  
 Date: April 12, 2022



**SITE PLAN AGREEMENT**

**EDWARD EMPEY AND CONSTANCE CAMILLERI  
AND  
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**Part of Lot 19, Concession Gore, North Talbot Road,  
further described as Part 1 of 11R-1958  
Township of Malahide**

**Schedule to By-law No. 22-26**

**THIS AGREEMENT** made this 5<sup>th</sup> day of May, 2022.

**B E T W E E N:**

**Edward Empey and Constance Camilleri**  
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 Owner is the owner in fee simple of the lands situate in the Township of Malahide, in the County of Elgin being Part of Lot 19, Concession Gore, North Talbot Road, further described as Part 1 of 11R-1958, more particularly described in Schedule “A” attached hereto (and hereafter referred to as the “**Lands**”);

**AND WHEREAS** the Official Plan of the Township of Malahide in effect, designates the entirety of the Township as a site plan control area;

**AND WHEREAS** the Owner intends to develop the Lands in accordance with approved plans acceptable to the Township and otherwise attached and identified as set forth below;

**AND WHEREAS** the Township, as a condition of development of the lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE** in consideration of other good and valuable consideration and the sum of **Two Dollars (\$2.00)** of lawful money of Canada by each to the other paid (the receipt whereof is acknowledged by each), the Owner hereby covenants and agrees with the Township as follows:

1. Schedule “A” hereto describes the lands affected by this Agreement.
2. The Site Plan drawing attached as Schedule “B” hereto shows as applicable:
  - a) the location of vehicular entrances and exits;
  - b) the location and provision of trees for landscaping the lands and protecting the adjoining lands;
  - c) other information as required by the Township.
3. The Owner further agrees that:
  - a) all necessary precautions to avoid dust, noise and other nuisance and to provide for the public safety will, so far as possible, be taken and which comply with *The Construction Safety Act*.

- b) the Township may treat any breach of this Agreement as a breach of the Building By-Law, and upon twenty-four (24) hours written notice to the Owner, stop work until the breach is rectified.
  - c) nothing in this Agreement constitutes waiver of the owner's duty to comply with any by-law of the Township or any other law.
4. The Owner shall satisfy all the requirements in relation to the fire protection for the building(s) to the satisfaction of the Township's Fire Chief.
  5. The Owner shall landscape and maintain the trees along the westerly lot line acceptable to the Township, on those lands so indicated on the Site Plan.
  6. In the event of any servant, officer or agent of the Township, upon inspection, be of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith, forward notice of such opinion, by registered mail, to the Owner, at the last known address, and the Owner shall forthwith correct the deficiency or appeal to the Council of the Township of Malahide, as hereinafter provided.
  7. In the event that the Owner should disagree with the opinion of the servant, officer or agent of the Township, as to the state of maintenance, such Owner shall appear before the Council of the Township of Malahide, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory, by resolution, which shall constitute a final determination of the matter.
  8. In the event that the Owner shall fail to obey a stop work order issued under Section 18 hereof, the Owner recognizes the right of the Township to apply to the Courts for a restraining order.
  9. In the event that an Owner shall fail to correct a deviation or deficiency after notice pursuant to Section 18 or after notice of an opinion, which the Council of the Township of Malahide determines is correct, under Section 18, the Council of the Township of Malahide, may by by-law, direct, on default of the matter or thing being done by the Owner, after two (2) weeks' notice, to it by registered mail, at the last known address of the Owner, pursuant to the last revised assessment roll of passage of such By-Law, that such matter or thing be done by the Township, at the expense of the Owner, which expense may be recoverable by action as municipal taxes, or from the Letter of Credit deposited as performance security.
  10. Unless otherwise authorized, in the event of the Owner wishing to change at any time, the buildings, structures or facilities described in this agreement, it shall make application to the Council of the Township of Malahide, for approval, and shall not proceed with such change until approval is given by such Council, or in default by The Ontario Land Tribunal (OLT), under the procedure set out in Section 41 of *The Planning Act*, 1990, hereinbefore referred to.
  11. The Owner agrees to pay to the Township all administration costs incurred in connection with this Agreement, and the fulfillment of this Agreement, including legal, engineering and inspection costs.
  12. This Agreement and the provisions thereof, do not give to the Owner or any person acquiring any interest in the said lands any rights against the Township with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.

13. The Owner agrees that it will not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any case.
14. The Owner agrees on behalf of themselves, their heirs, executors, administrators and assigns, to save harmless and indemnify the Township, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township by any person or persons arising either directly or indirectly as a result of any action taken by the Owner, pursuant to this Agreement.
15. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Township and in accordance with the standards determined by the Township and in default thereof, and without limiting other remedies available to the Township, the provisions of Section 326 of the *Municipal Act*, R.S.O. 1990, or any successor enactment, or provision thereof, as amended, shall apply.
16. This Agreement shall be registered at the expense of the Owner, against the land to which it applies, and the Township shall be entitled, subject to the provisions of the *Registry Act*, R.S.O. 1990, c. R.20, as amended, to enforce its provisions against the Owner named herein and any and all subsequent Owners of the land.

(Signature Page Follows Immediately Hereafter)

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

**EDWARD EMPEY AND CONSTANCE CAMILLERI**

\_\_\_\_\_  
EDWARD EMPEY,

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONSTANCE CAMILLERI

\_\_\_\_\_  
DATE

I/We have authority to bind the Corporation.

**THE CORPORATION OF THE  
TOWNSHIP OF MALAHIDE**

\_\_\_\_\_  
MAYOR, DAVE MENNILL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLERK, ALLISON ADAMS

We have authority to bind the Corporation.

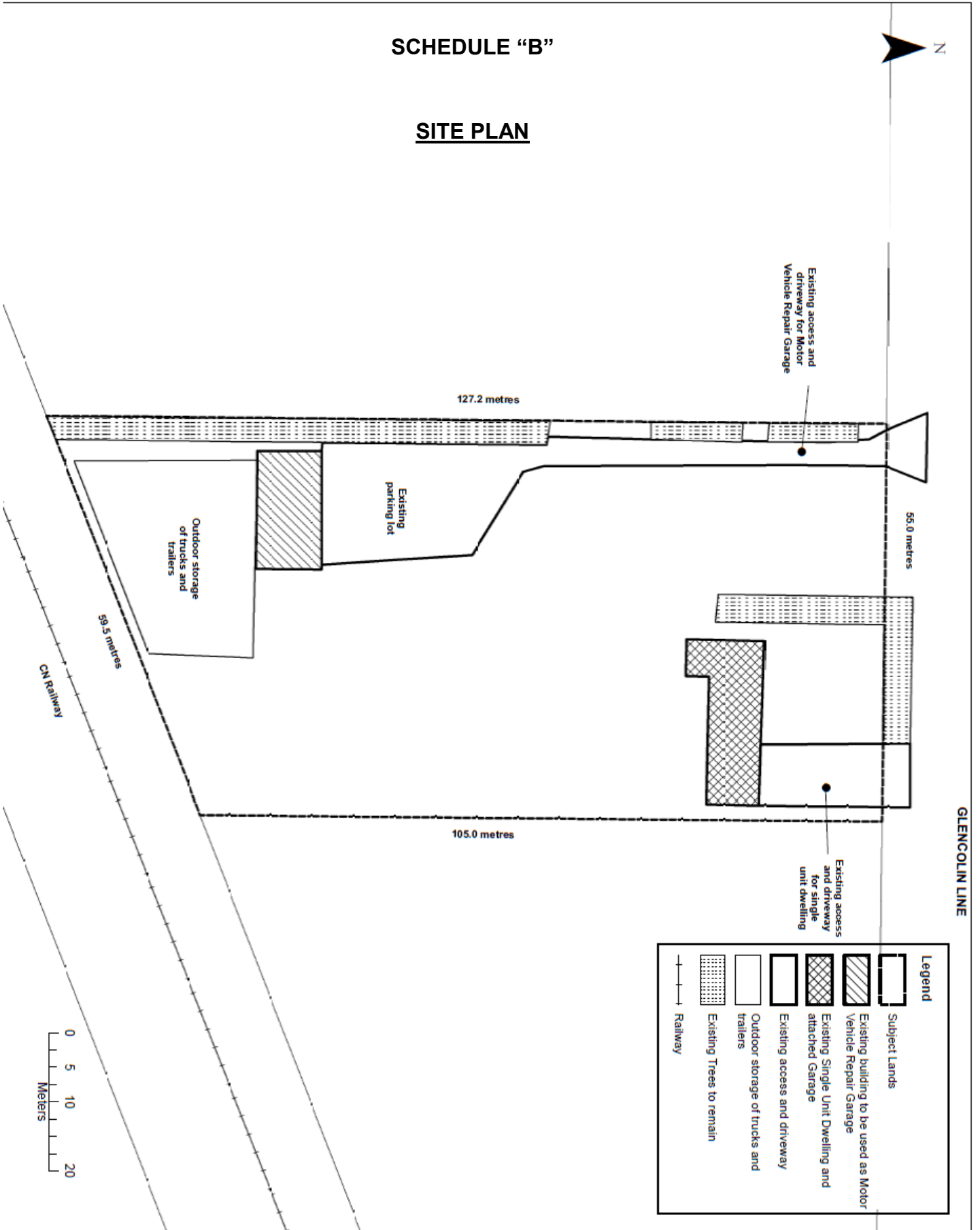
**SCHEDULE "A"****DESCRIPTION OF LANDS**

Part of Lot 19, Concession Gore, North Talbot Road, further described as Part 1 of 11R-1958, in the Township of Malahide and County of Elgin, 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. 35308-0113 (LT) in the Registry Office for the Land Titles Division of Elgin (No. 11).



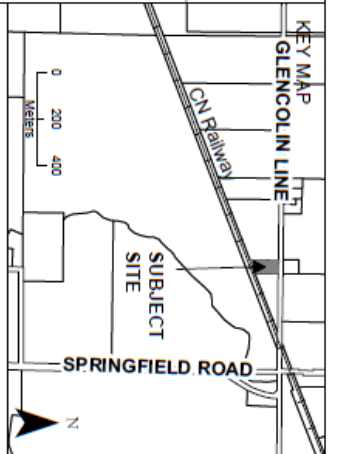
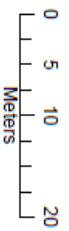
**SCHEDULE "B"**

**SITE PLAN**



**Legend**

- Subject Lands
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- Existing Single Unit Dwelling and attached Garage
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- Existing Trees to remain
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 Site Address: 50845 Glencolin Line  
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Min. Interior Side Yard:	5m
Min. Rear Yard:	7.5m
Max. Lot Coverage:	30%
Max. Dwelling Height:	10.5m
Min. Dwelling Floor Area:	90sqm
Parking Spaces:	0
A4-23-H-1 ZONE STANDARDS	
Max. Floor Area:	140sqm
Max. No. of employees:	3
ACCESSORY BUILDING STANDARDS	
Min. Front Yard:	15m
Min. Interior Side Yard:	5m
Min. Rear Yard:	1.2m
Max. Lot Coverage:	10%
Max. Height:	6m
Min. setback from dwelling	2m

Prepared By: Christine Strupat, CPT  
 Date: April 12, 2022

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-26**

Being a By-law to authorize the execution of a Site Plan Agreement with Edward Empey and Constance Camilleri relating to the property located at Part of Lot 19, Concession Gore, North Talbot Road, further described as Part 1 of 11R-1958, being 50845 Glencolin Line, Township of Malahide.

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, c. P.13, authorizes municipalities to enter into agreements with developers dealing with and ensuring the provision of any or all site facilities or works and the maintenance thereof;

**AND WHEREAS** the Council of The Corporation of the Township of Malahide has authorized the development of certain lands subject to the entering into of a Site Plan Agreement;

**AND WHEREAS** the Council of The Corporation of the Township of Malahide is desirous of entering into a Site Plan Agreement with Edward Empey and Constance Camilleri relating to the property located at Part of Lot 19, Concession Gore, North Talbot Road, further described as Part 1 of 11R-1958, being 50845 Glencolin Line, Township of Malahide;

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

1. THAT the entering into a Site Plan Agreement with Edward Empey and Constance Camilleri relating to the property located at Part of Lot 19, Concession Gore, North Talbot Road, further described as Part 1 of 11R-1958, being 50845 Glencolin 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 Site Plan 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 Site Plan 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 5th day of May, 2022.

**READ a THIRD** time and **FINALLY PASSED** this 5th day of May, 2022.

---

Mayor, D. Mennill

---

Clerk, A. Adams

**THE CORPORATION  
OF THE TOWNSHIP  
OF MALAHIDE BY-  
LAW NO. 22-28**

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

**Edward Empey and  
Constance Camilleri  
50845 Glencolin Line**

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

**AND WHEREAS** authority is granted under Section 34 and Section 36 of the Planning Act, as amended, to pass a By-law;

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

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

1. **THAT** Schedule 'A' to By-law No. 18-22, as amended, is hereby further amended by changing the 'site-specific' Small Lot Agricultural Holding (A4-23-H-1) zone symbol applicable to the lands located in Part of Lot 19, Concession North Gore shown on the attached map comprising of Map "46", to the 'site-specific' Small Lot Agricultural (A4-23) zone shown in hatched lines and marked with an **A4-23** on Schedule 'A' to this By-Law, which schedule is attached to and forms part of this By-Law.
2. **THAT** By-law No. 18-22, as amended, is hereby further amended by removing the "-H-1" notation from Section 5.7.23 a).
3. **THAT** this By-law shall come into force:
  - a) Where no notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the expiration of the prescribed time; or,
  - b) Where notice of objection has been filed with the Township's Clerk within the time prescribed by the Planning Act and regulations pursuant thereto, upon the approval of the Ontario Land Tribunal.

READ a FIRST and SECOND time this 5th day of May, 2022.

READ a THIRD time and FINALLY PASSED this 5th day of May, 2022.

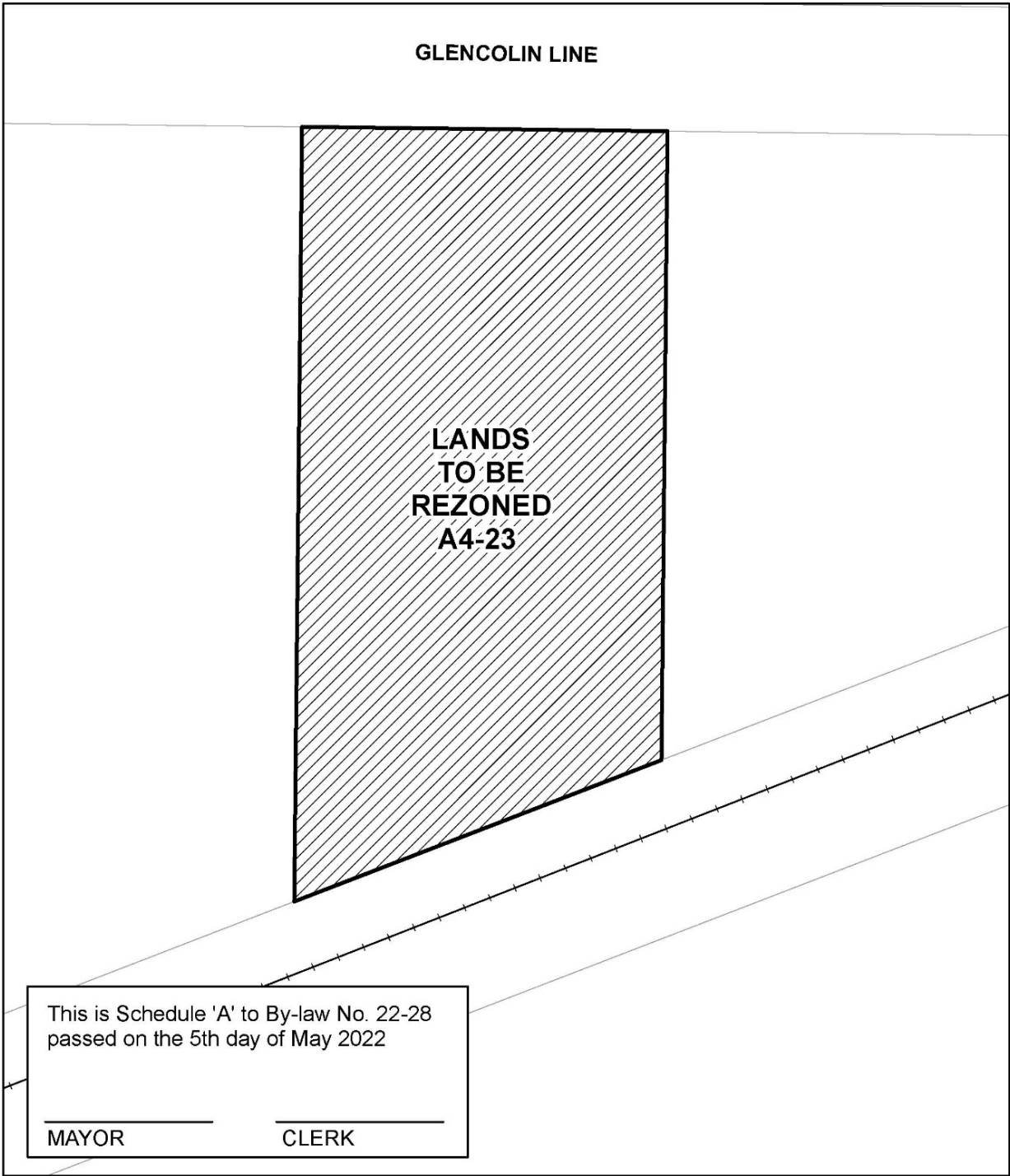
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Mayor – D. Mennill

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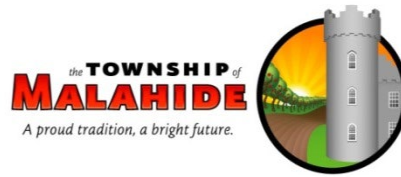
Clerk -A. Adams

SCHEDULE A



This is Schedule 'A' to By-law No. 22-28 passed on the 5th day of May 2022

\_\_\_\_\_ MAYOR                      \_\_\_\_\_ CLERK



## Report to Council

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**REPORT NO.:** DS-22-24

**DATE:** May 5, 2022

**ATTACHMENT:** Draft Site Plan Control By-law; and,  
Current Township Site Plan Control By-law No. 05-13

**SUBJECT:** **DELEGATED APPROVAL FOR SITE PLAN CONTROL APPLICATIONS**

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### Recommendation:

**THAT Report No. DS-22-24 entitled “Delegated Approval for Site Plan Control Applications” be received;**

**AND THAT the Council for the Township of Malahide adopt By-law No. 22-30 in order to provide administrative adjustments to the Site Plan Control process including delegating approval of site plans to the Township CAO.**

### Background:

Following Township Development Services Staff attending an information webinar on how the delegation of some planning decisions can speed up the planning process for municipalities, and presenting a report to Council (Report No. DS-21-24) on the topic, at its Regular Meeting on May 6th, 2021, Council passed the following resolution:

“No. 21-203  
Moved by: Scott Lewis  
Seconded by: Dominique Giguère

THAT Report No. DS-21-24 entitled “Delegated Approval for Certain Planning Applications” be received;

AND THAT the Director of Development Services be directed to research possible opportunities for delegating certain planning approvals which may be in the interest of, and advantageous to the Township of Malahide.

Carried.”

As previously provided to Council in Report No. DS-21-24, “Site Plan Control” is the application type most associated with being delegated to Staff. Site Plan Control is

mostly technical related, and provided those technical requirements are met (Zoning, Public Works, Road Authority, Conservation Authority, etc.), such applications are almost always recommended to Council to be approved.

### **Comments/Analysis:**

The CAO has prepared a draft “Site Plan Control By-law”, with the CAO’s comments provided, attached to this report. If deemed appropriate by Council, adoption of such by-law would have the effect of repealing its current by-law from 2005 (Township By-law No. 05-13, attached), and replacing it with a new, updated version. All previous site plan approvals that were granted through that by-law and previous site plan control by-laws would remain in effect.

To summarize, the drafted by-law would implement the following new components:

#### **1. Delegating approval authority to the CAO (or designate)**

Delegating approval authority to the CAO, this would provide the Township’s CAO (or designate) the ability to approve site plans deemed to be acceptable by the Township in the same manner currently conducted by Council; the same review and commenting process would occur except the final approval decision would rest with the CAO. If the site plan could not be supported by staff, or the applicant is unwilling to implement any requirements needed by the Township and/or agency, such decision to deny an application would continue to rest with Council (the CAO (or designate) could not deny an application).

If approved by the CAO, site plan agreements would be executed (i.e., signed) by the CAO and Clerk, and if by Council, through the existing process where Council adopts an authorizing by-law to have the Mayor and Clerk execute the agreement.

It should be noted that delegating site plan approval to the CAO will not provide CAO/Staff the ability to arbitrarily impose requirements not already established in the Zoning By-law, Ontario Building Code, or other design standards already authorized and established. The intent would simply be to allow the time frame and approval process for certain approvals to be shortened.

#### **2. ‘Notwithstanding Clause’ for low-density residential and agricultural development**

Such uses will continue to be exempt, but a ‘notwithstanding clause’ is recommended to be included where it has been deemed necessary by Council (or the Committee of Adjustment) to subject these forms of developments to site plan as a result of a specific planning approval (e.g. securing mitigation measures for a reduction to the Minimum Distance Separation (MDS) Guidelines, or the establishment of a fence and/or stipulating driveway location as part of a severance for a new residential lot).

It is the opinion of the CAO that imposing site plan for low-density residential/agricultural proposals will seldom be needed, but will prove helpful to

both the Township and the proponent in the rare situations where it can be utilized.

With regards to agricultural development, the draft by-law would still subject any greenhouse(s) greater than 500 m<sup>2</sup> (5,382 ft<sup>2</sup>).

### 3. Portable Classrooms

Section 41(1.1) of the Planning Act, R.S.O., 1990 provides that:

“The definition of “development” ... does not include the placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007.”

There is precedent where municipalities have instituted a cap on the number of portable classrooms that can be exempt from site plan control.

Council can consider implementing a cap. The draft by-law recommends two (2) portable classroom units be exempt from site plan control, however any more on one site would require Township approval (through site plan control).

A new Site Plan Control By-law will make the process more efficient and less time-consuming for the applicant/developer, and would provide staff and Council one more option at its disposal when considering site-specific development approvals.

The Township’s current Site Plan Control By-law includes detail that regulates large scale wind farms; the drafted by-law still subjects such wind farms to site plan control, however such projects would be subject to Provincial guidelines for Renewable Energy Projects.

### Financial Implications to Budget:

N/A.

### Relationship to Cultivating Malahide:

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

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

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



THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-30

BEING A BY-LAW TO DESIGNATE A SITE PLAN CONTROL AREA  
PURSUANT TO SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

AND REPEALS SITE PLAN CONTROL BY-LAW NO. 05-13

May 5<sup>th</sup>, 2022

**WHEREAS** pursuant to the provisions of Section 41 of the Planning Act, By-laws may be passed by Councils of municipalities to designate the whole or any part of a municipality as a site plan control area where an Official Plan is in effect;

**AND WHEREAS** in the Official Plan of the Township of Malahide, the whole of the Township of Malahide (the "Township") is described as a site plan control area;

**AND WHEREAS** the Council of the Township deems it desirable to designate a Site Plan Control Area;

**AND WHEREAS** Section 41(13) of the Planning Act authorizes the Council of a municipality to delegate to an appointed officer of the municipality any of Council's power of authority under Section 41.

**Commented [AB1]:** References Council's ability to delegate approval authority.

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MALAHIDE HEREBY ENACTS AS FOLLOWS:**

**1. Designation of Site Plan Control Areas**

All lands within the boundaries of the Corporation of the Township of Malahide are hereby designated as a site plan control area pursuant to Section 41(2) of The Planning Act, R.S.O. 1990, c. P. 13, as amended.

**2. Definitions**

**Commented [AB2]:** Consolidates Definitions for ease of interpretation.

- a. "**Council**" shall mean the Council of the Corporation of the Township of Malahide.
- b. "**Development**" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in subsection 164 (4) of the *Municipal Act, 2001*, or for the establishment of a commercial wind farm, or of sites for the location of three or more mobile homes as defined in subsection 46 (1) of the Planning Act or of sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46 (1) of the Planning Act.
- c. "**Owner**" means an owner of land whose interest in the land is defined and whose name is specified in an instrument in the property Land Registry or Land Titles Office and includes a corporate owner or partnership
- d. "**Planning Act**" means the Planning Act, R.S.O. 1990, c. P. 13, as amended.
- e. "**Usability**" means a change in the use of a property which would:
  - result in a change in the amount of noise, lighting, odour and/or vibration which is generated on the property;
  - alter the ingress/egress of the property;
  - alter the traffic flow on or around the subject property, including the installation of a drive-through;
  - alter the parking requirements;
  - alter the hours of operation.

- f. Other definitions are as identified in the Township's Zoning By-law currently in effect.

### 3. Approval of Plans or Drawings

No person shall undertake any development in an area designated under Section 1 herein unless Council, or where a referral has been made under Section 8 herein, the Ontario Land Tribunal (OLT), has approved one or both of the following submission requirements:

- (a) Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith and of all facilities and works required under Section (4)(a), including facilities designed to have regard for accessibility for persons with disabilities.
- (b) Drawings showing plan, elevation and cross-section views for each building to be erected, except a building to be used for residential purposes containing twenty-five or more dwelling units, which drawings are sufficient to display:
  - (i) the massing and conceptual design of the proposed building;
  - (ii) the relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;
  - (iii) the provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
  - (iv) matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design;
  - (v) the sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities; and
  - (vi) facilities designed to have regard for accessibility for persons with disabilities.

### 4. Conditions to Approval of Plans and Drawings

As a condition to the approval of the plans and drawings referred to in Section 3 herein, the Township may require the Owner of the land to:

- (a) provide to the satisfaction of and at no expense to the Township any or all of the following:
  - (i) Widening of highways that abut on the land;
  - (ii) Subject to The Public Transportation and Highway Improvement Act and/or the Township of Malahide Development Standards Policy and/or Site Plan Design Guidelines, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs;
  - (iii) Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways;
  - (iv) Walkways, including the surfacing thereof, and all other means of pedestrian access (e.g. stairs, ramps);
  - (v) Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon;
  - (vi) Walls, fences, hedges, trees, shrubs or other groundcover and plantings;
  - (vii) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material;
  - (viii) Easements conveyed to the Township for the construction, maintenance or improvement of watercourses, ditches, land drainage works and sanitary sewerage facilities and other public utilities of the local board thereof on the land; and
  - (ix) Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;

- (b) Maintain to the satisfaction of the Township and at the sole risk of the Owner any or all of the facilities or works mentioned in paragraphs ii through ix (inclusive) of Section 4(a) herein, including the removal of snow from access ramps and driveways, parking and loading areas and walkways;
- (c) Enter into one or more agreements with the Township dealing with any or all of the facilities, works or matters mentioned in Section 4(a) or with the provision and approval of the plans and drawings referred to in Section 3 herein;
- (d) Enter into one or more agreements with the Township ensuring that development proceeds in accordance with the plans and drawings approved under Section 3 herein.

## 5. Drainage

In accordance with the provisions of Section 41(7)(a)(9) of the Planning Act, or applicable provision(s) as amended, the following requirements shall apply to all plans and drawings approved under Section 3 herein:

- (a) The Township supports the development principle that post-development flows from a property/site should not exceed pre-development flows;
  - (i) The drainage provisions proposed by the Owner shall be designed/prepared by an engineer. It is also a requirement that the site plan be accompanied by a certification statement signed by the Engineer, Ontario Land Surveyor, or drainage professional, including registration seal, indicating that the drainage provisions as proposed are appropriate and that they will not result in any adverse impact on any abutting property or roadway.
- (b) Where the direction of drainage flow on a property is towards a public roadway or road right-of-way, the site plan proposal shall be forwarded to the appropriate public road authority for review and comment (i.e. Township of Malahide Public Works Department, County of Elgin, Ministry of Transportation, and/or, public road authority having jurisdiction upon a boundary road). The comments and concerns of the public road authority must be satisfactorily addressed in the site plan proposal.
- (c) Where the drainage outlet for a property subject to a site plan proposal is to a municipal drain, the site plan proposal may be forwarded to the Township's Drainage Superintendent for review and comment. The comments and concerns of the Township's Drainage Superintendent, where applicable, must be satisfactorily addressed.
- (d) In the event that it is necessary for the Township to obtain third party review and/or input of the drainage details and specifics, any direct costs incurred by the Township for such review/input shall be the responsibility of the Owner and shall be paid by the Owner.

## 6. Security

Where required under an agreement referred to in Section 4(c) herein, the owner shall provide security to protect the Township in respect of its liability for holdback and costs under subsection 17(4) of the Construction Lien Act R.S.O. 1990 as amended, Chapter C.30, and to assure satisfactory provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in subsection 41(7) of the Planning Act in accordance with the plans and drawings approved pursuant to the Planning Act and this By-law.

## 7. Delegation of Site Plan Approval

The powers and authority given to Council under Section 41 of the Planning Act are hereby delegated to the Chief Administrative Officer (CAO) for the Township, or designate. The CAO may, at her/his sole discretion, forward for approval to Council any Site Plan Application deemed necessary for further corporate review. To give effect to a site plan approval under this Section, the CAO and Clerk are hereby authorized to sign any agreement as required, and referenced in Section 4 herein, to implement conditions of such approval.

**Commented [AB3]:** Appoints the CAO as delegated approval officer. **Note:** if an application cannot be supported by staff, Council would remain the final decision-making authority.

## 8. Registration of Agreements

After the required application fee is paid to the Township, any agreement entered into under Section 3 herein may be registered against the land to which it applies and the Township is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of The Registry Act and The Land Titles Act, any and all subsequent Owners of the land.

### 9. Appeal to the Ontario Land Tribunal (OLT)

The owner of the subject property or the Township may make a motion for directions to have the OLT determine a dispute about whether a matter referred to in Section 3 herein is subject to site plan control.

Where the Township fails to approve the plans or drawings referred to in Section 3 herein within thirty days after they are submitted to the Township for approval or where the Owner of the land is not satisfied with any of the requirements made by the Township under Section 4 herein or with any part thereof, including the terms of any agreement required, the Owner of the land may require the plans or drawings or the unsatisfactory requirements or parts thereof or the agreement, as the case may be, to be referred to the OLT by written notice to the Secretary of the OLT and to the Clerk of the Township, and the OLT shall then hear and determine the matter at issue and settle and determine the details of the plans or drawings and approve the same and settle and determine the requirements, including the provisions of any agreement required, and the decision of the OLT is final.

### 10. Exemptions to Approval of Plans/Drawings

The following defined class or classes of development may be undertaken without the approval of plans and drawings otherwise required under Section 3 herein:

- a) All residential buildings and structures containing no more than two separate dwelling units (exclusive of additional residential units permitted by policies approved under Section 16 (3) of the Planning Act);
  - b) All buildings and structures normally accessory to residential buildings and structures as noted in clause (a) above;
  - c) All buildings and structures used for agricultural purposes (i.e. barns, silos, equipment storage sheds, and manure storage facilities), save and except any greenhouse(s) (or other type of building/structure used for the growing of flowers, fruits, vegetables, plants, shrubs, trees, cannabis indoors) greater than 500 m<sup>2</sup> (5,382 ft<sup>2</sup>). For the purposes of this exemption, "agricultural purposes" does not include commercial wind farm operations, cannabis production and processing facilities, on-farm diversified commercial, industrial, and tourism-related uses, or agricultural-commercial or industrial operations such as grain drying operations, farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments;
  - d) All licensed mineral aggregate resource operations;
  - e) All temporary buildings and structures, including temporary buildings and structures, incidental to and necessary for construction work being carried on. This exemption is only for said buildings and structures which are necessary for the construction work in progress which has neither been finished nor abandoned;
  - f) The placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007;
    - i. Notwithstanding Section 10. f), no more than two (2) portable classroom units will be permitted to be established on one school site without the approval of plans and drawings referred to in Section 3 herein.
- and,
- g) Any addition to an existing building provided such addition does not increase gross floor area of the building to which the addition is proposed by more than 25%, and which in the opinion of the Chief Building Official, does not materially affect an existing Site Plan registered against that property.

Notwithstanding the above exemptions, where safety and/or land-use compatibility matters are to be addressed as part of any development, Site Plan approval may be required as a condition of a Committee of Adjustment decision; through approval of a Zoning By-law Amendment, or as otherwise required by an approval under the Planning Act.

### 11. Lapsing of Approval

An approval under Section 41 of the Planning Act lapses:

- a) Where a building permit is required for the development:
  - (i) At the expiration of one year from the date of approval if, within the one-year period, no building permit is issued for the development;
  - (ii) And a building permit is issued for the development but the owner has not started construction within one year of date of issuance of the building permit or the

**Commented [AB4]:** Changes reference from OMB to OLT.

Same as current.

**Commented [AB5]:** Additional residential unit policies, or "Secondary Dwelling Units".

**Commented [AB6]:** This clause seeks to exempt normal farming practices and development, except for large greenhouse-type structures, which can have adverse impacts if not properly planned for through site plan control.

**Commented [AB7]:** The Planning Act provides that "The definition of "development" ... does not include the placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007."

There is precedent where municipalities have instituted a cap on the number of portable classrooms that can be exempt from site plan control.

Council can consider implementing a cap.

**Commented [AB8]:** Here, requiring Site Plan Control would be imposed with a decision of Council/Committee of Adjustment.

This allows site plan to be imposed for a specific reason(s), where neighbouring/area/Council concerns are raised on a specific item such as:  
-requiring permanent fencing/buffering; stipulating the precise location of a driveway or structure, etc.; or, as a result of a severance.  
-imposing requirements on setback reductions for a barn (i.e. MDS reduction).

This "notwithstanding" clause would be used selectively, giving the Township an additional tool to use when considering a planning application.

Planning Staff would recommend when this clause could be acted upon by Council/Committee of Adjustment.

**Commented [AB9]:** Same requirement as currently exists.

construction of the development has not been completed within two years of the date of issuance of the building permit; or,

(iii) Upon the revocation at any time of any building permit issued for the development; and,

- b) Where no building permit is required for the development but the owner has not started construction within one year of date of site plan approval or the construction of the development has not been completed within two years of the date of site plan approval.
- c) The lapse of an approval is effective upon written notice revoking the approval by Council to the owner or, where an agreement has been registered, upon the registration of a notice that the approval is revoked and the agreement is terminated.

#### **Other Applicable Laws**

This By-law does not supersede the laws of Canada, the laws of the Province of Ontario, nor any other laws of the Township. In the event of a conflict between this By-law and the aforesaid laws, the aforesaid laws shall apply.

#### **Enactment**

This By-law shall come into effect upon the date of passing by the Council of the Corporation of the Township of Malahide and hereby repeals the previous Site Plan Control By-law (No. 05-13).

**READ A FIRST AND SECOND TIME THIS 5TH DAY OF MAY, 2022.**

**READ A THIRD TIME AND PASSED THIS 5TH DAY OF MAY, 2022.**

\_\_\_\_\_  
Allison Adams,  
Manager of Legislative Services / Clerk

\_\_\_\_\_  
Dave Mennill, Mayor

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**  
**BY-LAW NUMBER 05-13**  
**SITE PLAN CONTROL BY-LAW**

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, as amended, provides in part that, where in an Official Plan an area is shown or described as a proposed site plan control area, the Council of the local township in which the proposed area is situated may, by by-law, designate the whole or any part of such area as a site plan control area;

**AND WHEREAS** in the Official Plan of the Township of Malahide, the whole of the Township of Malahide is described as a site plan control area;

**AND WHEREAS** the Council of the Township of Malahide hereby repeals By-Law Nos. 27-86, and replaces it with this by-law.

**THEREFORE**, the Council of the Corporation of the Township of Malahide enacts as follows:

**DEFINITIONS**

In this By-law, unless a contrary intention appears:

- 1.1 "Act" means the Planning Act, R.S.O. 1990, c.P.13, as amended;
- 1.2 "Board" means the Ontario Municipal Board;
- 1.3 "Corporation" means the Corporation of the Township of Malahide;
- 1.4 "Council" means the Township Council of the Corporation;
- 1.5 "Development" means:
  - the construction, erection or placing of one or more buildings or structures on the land, or;
  - an interior or exterior addition or alteration to a building or structure on a property that has the effect of increasing the usability of the property;
  - an addition or alteration to a building or structure on a property that has the effect of increasing the size of the building or structure in an industrial zone by more than 30% of the gross floor area or increasing the size of the building or structure in all other zones by more than 20% of the gross floor area;
  - the laying out and establishment of sites for the location of a mobile home park or a seasonal travel trailer park; or
  - an amendment to an existing site plan, elevation plan, landscape plan, and/or servicing plan or an amendment to an existing site plan agreement with the Township of Malahide;
- 1.6 "Official Plan" means the Official Plan of the Township of Malahide as amended from time to time;
- 1.7 "Usability" means a change in the use of a property which would:
  - result in a change in the amount of noise, lighting, odour and/or vibration which is generated on the property;
  - alter the ingress/egress of the property;
  - alter the traffic flow on or around the subject property, including the installation of a drive-through;
  - alter the parking requirements;
  - alter the hours of operation.

## DEVELOPMENT SUBJECT TO SITE PLAN CONTROL

### 2.1 Site Plan Control Area

The whole of the Township of Malahide as constituted from time to time is hereby designated as a site plan control area.

### 2.2 Exempt Classes of Development

The following classes of development may be undertaken without the approval of plans and drawings otherwise required under Subsection 41(4) or 41(5) of the Planning Act, and this by-law does not apply to such classes:

- 2.2.1 Residential buildings comprised of less than 25 dwelling units shall not be subject to site plan control, however, the establishment of either a mobile home park or a seasonal travel trailer park shall be subject to site plan control, regardless of the number of dwelling units contained therein;
- 2.2.2 Agricultural and farm-related buildings, structures, building additions, or building alterations that are utilized in farming operations, but not including commercial wind farm operations, grain drying operations, agricultural-commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.

## APPLICATION FOR APPROVAL

Every application for a permit to construct a building or structure or an addition or alteration to a building or structure shall be accompanied by the following plans, specifications, documents and information:

- 3.1 The plans referred to in Paragraph 1 of subsection 41(4) of the Act, as shown on Schedule "A" to this by-law, showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction with the building or structure and all the facilities, works and matters referred to in Clause 41(7)(a) of the Act;
- 3.2 The drawings referred to in Paragraph 2 of Subsection 41(4) of the Plan, as shown on Schedule "A" to this by-law;
- 3.3 One or more agreements with the Corporation in the form of Schedule "B" to this by-law dealing with the provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act, as shown on Schedule "A" to this by-law in accordance with the plans and drawings approved pursuant to the Act and this by-law;
- 3.4 Where required under an agreement referred to in Section 3.3, security, in the form of cash, certified cheque or a letter of credit, to protect the Corporation in respect of its liability for holdback and costs under Subsection 17(4) of the Construction Lien Act. R.S.O. 1990. c. C.30. as amended, and to assure satisfactory provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act and this by-law. The security will be equal to the greater of \$1,000 or the dollar value of fifty percent of the costs of all site work of the development, including but not limited to, asphalt, curbing, servicing, and landscaping;
- 3.5 Applications for establishment of commercial wind farms shall be accompanied by the drawings referred to in Subsection 41(4) of the Plan, in the form of Schedule "D" to this by-law;

## PROVISION AND MAINTENANCE OF FACILITIES

As a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, the owner of the land is hereby required to:

- 4.1 Provide in accordance with this By-law and at no expense to the Corporation the facilities, works or matters mentioned in Section 41(7)(a) of the Act approved in accordance with Section 41 of the Act and shown on the plans and drawings, as shown on Schedule "A" to this by-law; and
- 4.2 Maintain in accordance with this By-law and at the sole risk and expense of the owner the facilities or works mentioned in paragraphs 2 to 9 (inclusive) of Section 41(7)(a) of the

Planning Act and shown on the plans and drawings, approved in accordance with Section 41 of the Act, including the removal of snow from access ramps and driveways, parking and loading areas and walkways.

## EXERCISE OF POWER

The exercise of the powers of this by-law is subject to the following:

- 5.1 Council shall approve the plans and drawings referred to in Subsection 41(4) of the Act except where,
  - 5.1.1 The proposed facilities, works or matters shown on the plans and drawings do not comply with any applicable the policies of the Official Plan or any applicable Zoning by-law regulations, or
  - 5.1.2 The application under Section 3.0 of this by-law for approval of the plans and drawings is incomplete.
- 5.2 As a condition to the approval of plans and drawings referred to in Subsection 41(4) of the Act, Council may require that the owner of the land enter into one or more agreements referred to in Section 3.3 of this by-law.
- 5.3 The powers or authority under Sections 41(7)(b) and (c) of the Act with respect to any of the facilities, works or matters mentioned in Section 41(7)(a) of the Act shall be exercised by Council on the advice of staff of the Corporation.
- 5.4 The provisions of the Official Plan and Zoning By-law shall be applied in each circumstance as it arises with such variations or modifications as the circumstances may require so long as each applicable provision is given effect according to its true intent and purpose.
- 5.5 The form or wording of the agreement in Schedule "B" shall be used with such variations or modifications as circumstances may require so long as the substance is not changed or affected and any variance from Schedule "B", not being in manner of substance, does not affect the regularity of any agreement.

## LAPSING OF APPROVAL

An approval by Council of plans and drawings referred to in Subsection 41(4) of the Act lapses,

- 6.1 Where a building permit is required for the development:
  - 6.1.1 At the expiration of one year from the date of approval if, within the one year period, no building permit is issued for the development;
  - 6.1.2 And a building permit is issued for the development but the owner has not started construction within one year of date of issuance of the building permit or the construction of the development has not been completed within two years of the date of issuance of the building permit; or
  - 6.1.3 Upon the revocation at any time of any building permit issued for the development; and
- 6.2 Where no building permit is required for the development but the owner has not started construction within one year of date of site plan approval or the construction of the development has not been completed within two years of the date of site plan approval.
- 6.3 The lapse of an approval is effective upon written notice revoking the approval by Council to the owner or, where an agreement has been registered, upon the registration of a notice that the approval is revoked and the agreement is terminated.

## FAILURE TO ACT / APPEAL TO ONTARIO MUNICIPAL BOARD

Where Council does not approve the plans and drawings referred to in Subsection 41(4) of the Act within thirty days after they are submitted to the Township for approval or where the owner of the land is not satisfied with any of the requirements made by Council under Subsection 41(7) of the Act or with any part thereof, including the terms of any agreement required, the owner of the land may, by written notice to the secretary of the Ontario Municipal Board and the Township of Malahide Clerk and submission of the application fee as outlined in Schedule "C" to this By-law, request that the plans or drawings or the unsatisfactory requirements or parts thereof or the agreement, be referred to the Board, and the Board shall hear and determine the matter in issue, settle and



determine the details of the plans or drawings and approve the same, settle and determine the requirements, including the provisions of any agreement, and the decision of the Board is final.

#### **EXECUTIVE ACTS AUTHORIZED**

The Mayor and Township's Clerk are hereby authorized to execute on behalf and under the seal of the Corporation any document necessary to give further effect to the provisions of this by-law.

#### **DEVELOPMENT WITHOUT APPROVED PLANS**

Every person who, without having plans or drawings approved in accordance with Section 41 of the Act, undertakes any development in the site plan control area designated by this by-law is, pursuant to section 67 of the Act, guilty of contravening section 41 of the Act.

#### **FAILURE TO PROVIDE OR MAINTAIN FACILITIES, ETC.**

Every person who undertakes any development in the site plan control area designated by this by-law without providing or maintaining any of the facilities, works or matters that are mentioned in clause 41(7)(a) of the Act and that are required by the Corporation under that clause as a condition to the approval of plans or drawings in accordance with section 41 of the Act is, pursuant to section 67 of the Act, guilty of contravening section 41 of the Act.

#### **FAILURE TO ENTER INTO AGREEMENT**

Every person who undertakes any development in the site plan control area designated by this by-law without entering into one or more agreements with the Corporation that deal with or ensure the provision or maintenance of any of the facilities, works or matters and that the person is required by the Corporation to enter into under that subsection as a condition to the approval of plans and drawings in accordance with section 41 of the Act is, pursuant to section 67 of the Act, guilty of contravening Section 41 of the Act.

#### **PENALTY UPON CONVICTION**

Every person who contravenes any provision of this by-law, upon conviction, is guilty of an offence and is liable to any penalty as provided in the Planning Act.

#### **FACILITIES, ETC. PROVIDED BY THE TOWNSHIP**

In default of an owner of land, in the future, providing or maintaining any of the facilities, works or matters that are to be provided in conjunction with all buildings and structures to be erected or that are mentioned in section 41(7)(a) of the Act and that are required by the Corporation as a condition to the approval of plans or drawing referred to in section 41(4) of the Act, the Council may by by-law direct that such facilities, works or matters shall be provided or maintained by or on behalf of the Corporation at the expense of the owner and the expense incurred in doing so shall be recovered:

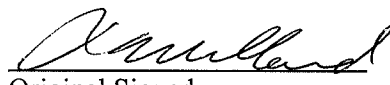
- 13.1 by use of any cash or security bonds furnished to the Corporation under section 3.4 of this by-law;
- 13.2 by action;
- 13.3 in a like manner as municipal taxes;
- 13.4 in annual installments payable by the owner, with interest, not exceeding ten years.

**READ a FIRST** time this 17 day of March, 2005

**READ a SECOND** time this 17 day of March, 2005

**READ a THIRD** time and **FINALLY PASSED** this 17 day of March, 2005

  
Original Signed  
Mayor

  
Original Signed  
Clerk

**Schedule "A"**  
**Excerpts - Section 41 (Planning Act)**

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Schedule "A"  
Excerpts - Section 41 (Planning Act)

Approval of plans or drawings

(4) No person shall undertake any development in an area designated under subsection (2) unless the council of the municipality or, where a referral has been made under subsection (12), the Municipal Board has approved one or both, as the council may determine, of the following:

1. Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith and of all facilities and works required under clause (7) (a).
2. Drawings showing plan, elevation and cross-section views for each building to be erected, except a building to be used for residential purposes containing less than twenty-five dwelling units, which drawings are sufficient to display,
  - (a) the massing and conceptual design of the proposed building;
  - (b) the relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access; and
  - (c) the provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings,

but which exclude the layout of interior areas, other than the interior walkways, stairs, elevators and escalators referred to in clause (c), the colour, texture and type of materials, window detail, construction details, architectural detail and interior design.

Conditions to approval of plans

(7) As a condition to the approval of the plans and drawings referred to in subsection (4), a municipality may require the owner of the land to,

- (a) provide to the satisfaction of and at no expense to the municipality any or all of the following:
  1. Subject to the provisions of subsections (8) and (9), widenings of highways that abut on the land.
  2. Subject to the *Public Transportation and Highway Improvement Act*, facilities to provide access to and from the land such as access ramps and curbings and traffic direction signs.
  3. Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways.
  4. Walkways and walkway ramps, including the surfacing thereof, and all other means of pedestrian access.
  5. Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon.
  6. Walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands.
  7. Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material.
  8. Easements conveyed to the municipality for the construction, maintenance or improvement of watercourses, ditches, land drainage works, sanitary sewage facilities and other public utilities of the municipality or local board thereof on the land.
  9. Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;
- (b) maintain to the satisfaction of the municipality and at the sole risk and expense of the owner any or all of the facilities or works mentioned in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 of clause (a), including the removal of snow from access ramps and driveways, parking and loading areas and walkways;
- (c) enter into one or more agreements with the municipality dealing with and ensuring the provision of any or all of the facilities, works or matters mentioned in clause (a) or (d) and the maintenance thereof as mentioned in clause (b) or with the provision and approval of the plans and drawings referred to in subsection (4);
- (d) subject to subsection (9.1), convey part of the land to the municipality to the satisfaction of and at no expense to the municipality for a public transit right of way. R.S.O. 1990, c. P.13, s. 41 (7); 1996, c. 4, s. 24 (1, 2).

**Schedule "B"**  
**Sample Agreements**

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**SITE PLAN AGREEMENT**

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**AND**

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**Part Lot \_\_, Concession \_\_\_\_\_**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2005.

**B E T W E E N:**

\_\_\_\_\_  
Hereinafter called the "OWNER"

**OF THE FIRST PART**

- AND -

**THE CORPORATION OF THE  
TOWNSHIP OF MALAHIDE**

Hereinafter called the "TOWNSHIP"

**OF THE SECOND PART**

**WHEREAS** the Owner is the owner in fee simple of the lands situate in the Township of Malahide, in the County of Elgin being Part of Lot \_\_\_, Concession \_\_\_, more particularly described in Schedule "A" attached hereto (and hereafter referred to as the "**Lands**");

**AND WHEREAS** the Official Plan of the Township of Malahide in effect, designates the entirety of the Township as a site plan control area;

**AND WHEREAS** the Owner intends to develop the lands in accordance with the Site Plan attached hereto, as Schedule "A" (and hereafter referred to as the "**Plan**");

**AND WHEREAS** the Township, as a condition of development of the lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE** in consideration of other good and valuable consideration and the sum of **Two Dollars (\$2.00)** of lawful money of Canada by each to the other paid (the receipt whereof is acknowledged by each), the Owner hereby covenants and agrees with the Township as follows:

1. The Owner agrees that no building permit will be available until the Plan has been approved by the Township, and further agrees that work will not commence prior to the issuance of the building permit.
2. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:

EXHIBIT "A" - SITE PLAN

EXHIBIT "B" - SITE SERVICING PLAN

EXHIBIT "C" - CERTIFICATE OF COMPLIANCE

3. Schedule "A" hereto describes the lands affected by this Agreement.

4. Exhibit "A" - Site Plan, shows:
  - a) the location and height of all buildings and structures to be erected;
  - b) the location of vehicular entrances and exits;
  - c) the location and provision of off-street vehicular loading and parking facilities, including driveways for emergency vehicles;
  - d) walkways and all other means of pedestrian access;
  - e) the location and provision of fences, trees and all ground cover or facilities for landscaping the lands and protecting the adjoining lands and shows the lighting including flood lighting, of the land or any building or structure thereon;
  - f) the location and provision for the collection and storage of garbage and other waste material
5. The Owner agrees that the building or buildings will be erected in accordance with the plan(s) approved, subject only to such changes as have received advance approval.
6. Exhibit "B" - Site Servicing Plan shows:
  - a) lot grading information, indicating overland flow to and from adjacent properties, collection and disposal of surface water and storm water management (if deemed necessary by the Township);
  - b) location of utilities within the road allowance and site connections to these utilities;
  - c) building finished floor elevations;
  - d) other information as required by the Township
7. The Owner agrees that the site development and servicing will be in accordance with the plan(s) as approved, subject only to such changes as have received advance approval.
8. The Owner further agrees that:
  - a) final grades and elevations will be established to the satisfaction of the Township. The Owner will provide proof of final grades and elevations certified by a professional land surveyor or civil engineer, prior to the final release of the Letter of Credit.
  - b) all necessary provisions for service connections on site will be made to the satisfaction of the Township.
  - c) construction work will be carried forward expeditiously in good and workmanlike manner, in accordance with good trade practice and so to cause a minimum of nuisance.
  - d) all necessary precautions to avoid dust, noise and other nuisance and to provide for the public safety will, so far as possible, be taken and which comply with *The Construction Safety Act*.
  - e) all necessary care will be taken to see that mud and soil is not tracked or spilled onto any public street, and where such tracking occurs, the street shall be cleaned at the end of each working day.
  - f) garbage disposal facilities will be an enclosed type located as shown on the Site Plan designed in a manner satisfactory to the Township.

- g) unless otherwise provided, all parking lots and walkways will be finished with hot-mix asphalt, concrete or paving stones to the satisfaction of the Township and have permanent bumper curbing along all parking areas that abut the property limits.
  - h) no topsoil shall be stockpiled on any other portion of the Owner's lands except those lands identified in Schedule "A" to this agreement; and all topsoil shall be stockpiled and maintained in a manner which allows for the maintenance of weeds; and the Township may go in and do the same at the Owner's expense, and collect the cost in like manner either as municipal taxes or from the Letter of Credit deposited as performance security.
  - i) stock-piling of snow will not be allowed on the site where it will constitute a hazard in the opinion of the Township.
  - j) the electrical servicing of the property shall be subject to the approval of Hydro One.
  - k) upon failure by the Owner to do any act during the development period herein, that the public safety or convenience requires, in accordance with this Agreement, upon seven (7) days written notice, the Township, in addition to any other remedy, may go in and do same at the Owner's expense, and collect the cost in like manner either as municipal taxes or from the Letter of Credit deposited as performance security.
  - l) the Township may treat any breach of this Agreement as a breach of the Building By-Law, and upon twenty-four (24) hours written notice to the Owner, stop work until the breach is rectified.
  - m) nothing in this Agreement constitutes waiver of the owner's duty to comply with any by-law of the Township or any other law.
9. The Owner shall:
- a) be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from all regulatory bodies such as, but not limited to, the appropriate Conservation Authority and the Ministry of the Environment.
11. The Owner shall satisfy all the requirements in relation to the fire protection for the building(s) to the satisfaction of the Township's Fire Chief.
12. The Owner agrees to pay for damages to public property including but not limited to municipal drain, ditches, street surfaces, storm and sanitary sewer systems, which may occur during the period of construction. Any such repair may be undertaken by the Township at the expense of the Owner, within thirty (30) days notice.
13. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Township, interfere with the use or enjoyment of adjacent properties, or with the safe flow of traffic on abutting or adjacent streets.
14. The Owner shall landscape and maintain plants and ground cover acceptable to the Township, on those lands so indicated on the Site Plan.
15. If the Ontario Building Code requires that an Architect or Professional Engineer or both, shall be responsible for the field review of any new building or extension, provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used, any said new building or extension, until after an Architect or Professional Engineer has given to the Township, a letter addressed to the Township, and signed by the said Architect or Professional Engineer, certifying that all construction and/or services on or in the said lands, required for this development or redevelopment, newly



installed by the Owner in connection with this development or redevelopment, have been installed and/or constructed in a manner satisfactory to the Architect or Professional Engineer.

16. The Township, through its servants, officers and agents, including its Chief Building Official, Fire Chief, and Township Engineer, may, from time to time, and at any time, enter on the premises of the Owner to inspect:
  - a) the progress of development;
  - b) the state of maintenance as provided for in this Agreement.
17. In the event of any servant, officer or agent of the Township, determining, upon inspection, that the development is not proceeding in the strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith, place a notice requiring all work to be stopped upon the premises and forward a copy, by registered mail, to the Owner at the last known address, on the last revised assessment roll, and the Owner shall forthwith correct the deficiency or deviation.
18. In the event of any servant, officer or agent of the Township, upon inspection, be of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith, forward notice of such opinion, by registered mail, to the Owner, at the last known address, and the Owner shall forthwith correct the deficiency or appeal to the Council of the Township of Malahide, as hereinafter provided.
19. In the event that the Owner should disagree with the opinion of the servant, officer or agent of the Township, as to the state of maintenance, such Owner shall appear before the Council of the Township of Malahide, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory, by resolution, which shall constitute a final determination of the matter.
20. In the event that the Owner shall fail to obey a stop work order issued under Section 17 hereof, the Owner recognizes the right of the Township to apply to the Courts for a restraining order.
21. In the event that an Owner shall fail to correct a deviation or deficiency after notice pursuant to Section 17 or after notice of an opinion, which the Council of the Township of Malahide determines is correct, under Section 17, the Council of the Township of Malahide, may by by-law, direct, on default of the matter or thing being done by the Owner, after two (2) week's notice, to it by registered mail, at the last known address of the Owner, pursuant to the last revised assessment roll of passage of such By-Law, that such matter or thing be done by the Township, at the expense of the Owner, which expense may be recoverable by action as municipal taxes, or from the Letter of Credit deposited as performance security.
22. Unless otherwise authorized, in the event of the Owner wishing to change at any time, the buildings, structures or facilities described in Exhibit "A" and "B", it shall make application to the Council of the Township of Malahide, for approval, and shall not proceed with such change until approval is given by such Council, or in default by The Ontario Municipal Board, under the procedure set out in Section 41 of *The Planning Act*, 1990, hereinbefore referred to.
23. The Owner agrees to pay to the Township all administration costs incurred in connection with this Agreement, and the fulfillment of this Agreement, including legal, engineering and inspection costs.

#### 24. CAPITAL CHARGES

The following capital charges are to be paid at the time that this Agreement is signed.

#### 25. SITE PLAN REVIEW FEE

The Owner shall pay to the Township, in cash or by certified cheque, an amount of Two Hundred Forty and Seventy Five (\$240.75) Dollars, per application, for Site Plan Review.

## 26. LIABILITY INSURANCE

Before commencing any of the work provided for herein, the Owner shall supply the Township with a Liability Insurance policy in the amount of \$ \_\_\_\_\_ per occurrence, and in a form satisfactory to the Township, indemnifying the Township from any loss arising from claims for damages injury or otherwise, in connection with the work done by or on behalf of the owner of the development. The said policy shall be provided at the time of the signing of the Agreement and remain in force, until the development is complete and all required documentation as per Article 15 has been filed with the Township.

## 27. PERFORMANCE GUARANTEE

The Owner hereby defines the completion date of this Agreement and project to be on or before \_\_\_\_\_. It will be the Owner's responsibility to require, in writing, an extension to this agreement/project, within sixty (60) days of the above stated completion date, should an extension be required.

As security for the performance and completion of all works required by this agreement, the Owner shall supply the Township with a Letter of Credit, equal to \$ \_\_\_\_\_. The Letter of Credit will be based on the estimated cost of alterations to public property, roadway, curbs and gutters and drains, and any repairs for damages to public property, roadway, curbs and gutters and drains, plus all site specific components as defined by the Site Plan, "Exhibit A", and the Site Servicing Plan, "Exhibit B", which are approved under this Agreement. The amount of the Letter of Credit shall be established by the Township. The irrevocable Letter of Credit from a Chartered Bank expressed to be pursuant to this Agreement and payable to the Township at any time or in part, from time to time, upon written notice from the Township, shall be provided at the time of signing of this Agreement, and shall remain in force, until Twelve (12) months following the completion of this project.

28. This Agreement and the provisions thereof, do not give to the Owner or any person acquiring any interest in the said lands any rights against the Township with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
29. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement the Township may, at its option, on one month's notice to the owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
30. The Owner agrees that it will not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppels against the Owner in any case.
31. The Owner agrees on behalf of themselves, their heirs, executors, administrators and assigns, to save harmless and indemnify the Township, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township by any person or persons arising either directly or indirectly as a result of any action taken by the Owner, pursuant to this Agreement.
32. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Township and in accordance with the standards determined by the Township and in default thereof, and without limiting other remedies available to the Township, the provisions of Section 326 of *The Municipal Act*, R.S.O. 1990, shall apply.

- 33. This Agreement shall be registered at the expense of the Owner, against the land to which it applies, and the Township shall be entitled, subject to the provisions of *The Registry Act*, to enforce its provisions against the Owner, named herein, and any and all subsequent Owners of the land.
- 34. A Certification of Compliance attached hereto as Exhibit "C", shall be filed by the Owner, following completion of the development to ensure all details of the Site Plan Agreement have been complied with.

IN WITNESS WHEREOF, the Parties hereto have hereupon, affixed their Corporate Seal, duly attested to by their authorized signing officers in that behalf.

OWNER

\_\_\_\_\_

CORPORATION OF THE TOWNSHIP OF  
MALAHIDE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

SAMPLE

EXHIBIT "C"

CORPORATION OF THE TOWNSHIP OF MALAHIDE

CERTIFICATE OF COMPLIANCE

PROPERTY IDENTIFICATION:

Municipal Address: \_\_\_\_\_

Owner: \_\_\_\_\_

This document serves to certify that the development project on the above noted lands has been completed in accordance with the terms and conditions of The Site Plan Agreement By-law No. \_\_\_\_\_.

DATED: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DECLARATION IS TRUE AND CORRECT.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name of Owner:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone Number:

**Schedule "C"**  
**Fees**

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Schedule "C"  
Fees

The application fee for Site Plan Approval in the Township of Malahide is \$225.00 + GST (\$15.75) = \$240.75 payable to the "Township of Malahide".

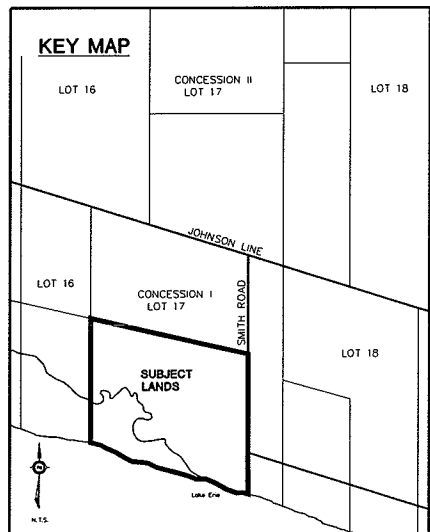
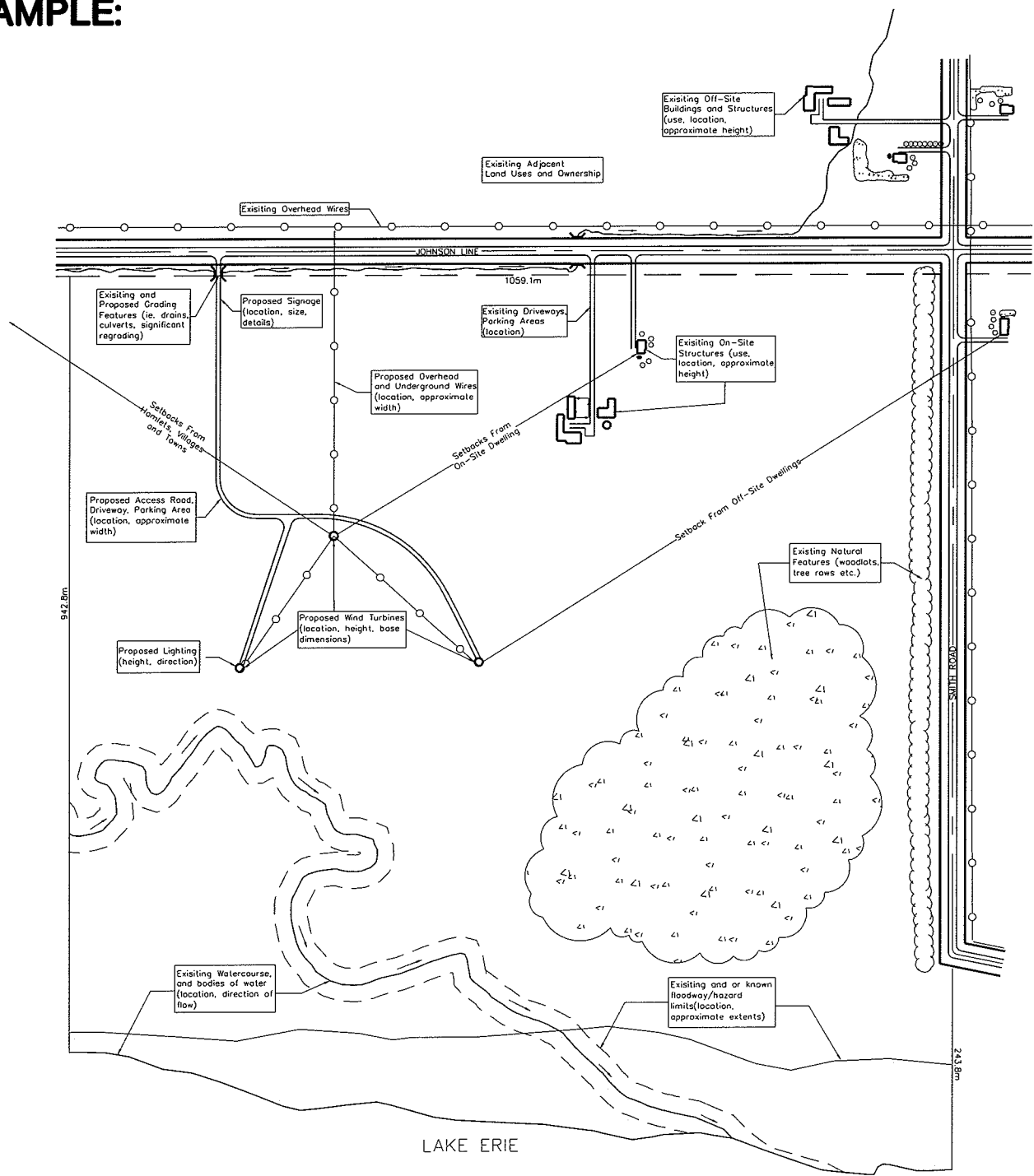
The application fee for appeal of the Council decision to the Secretary of the Ontario Municipal Board is \$125.00 payable to the "Ontario Municipal Board".

**Schedule "D"**  
**Commercial Wind Farm Site Plan Requirements**

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**EXAMPLE:**

108



**NOTES**

WIND FARM (WF) Zone Requirements

- Minimum lot area and lot frontage for established wind turbine:
  - a) 10.0 ha
  - b) 100.0 m
- Minimum yard width/depth is 1.0 times the total length of the rotor blade, plus 10.0m, from the base of the tower to the wind farm zone boundary and any public road ROW limit, but not less than 30m.
- Minimum Setbacks:
  - a) From an on-site residential dwelling is 1.25 times the height of the wind turbine or 250m, whichever is greater.
  - b) From an off-site residential dwelling or institutional building is 300m.
  - c) From a Hamlet Residential or Hamlet Commercial Zone is 450m.
  - d) From the limits of the Village of Port Bruce, Village of Springfield, and the Town of Aylmer is 600m.
- Maximum lot coverage for wind turbine structures, access, buildings and structures, road access, storage area and any area removed from agricultural production shall not exceed 5% of the lot area.

Site Plan Requirements

- Key map, title, location, date, north arrow, and scale
- Existing and proposed adjacent roads, rail lines, parking area, driveways to be included with road names.
- Existing property boundary with dimensions, and area calculations.
- Adjacent land uses and ownership.
- Existing and proposed buildings and structures (use, location, height) located on site.
- Adjacent buildings and structures (use & location).
- Existing watercourses, ditches, and bodies of water (location, direction of flow, approximate extent of any floodway/hazard limits).
- Existing natural features (woodlots, tree rows, etc.)
- Proposed signage (location, size, details) and lighting (height, direction).
- Proposed grading where any significant changes are being made (culverts, ditches, etc.)
- Proposed fencing, landscaping, outdoor storage, and collection facilities
- Proposed overhead and underground wires (location).

**Schedule "D"  
Wind Farm Site Plan  
Requirements**

TOWNSHIP OF MALAHIDE  
STANDARD PRACTICE SHEET



**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-30**

**BEING A BY-LAW TO DESIGNATE A SITE PLAN CONTROL AREA  
PURSUANT TO SECTION 41 OF THE PLANNING ACT, R.S.O. 1990**

**AND REPEALS SITE PLAN CONTROL BY-LAW NO. 05-13**

**WHEREAS** pursuant to the provisions of Section 41 of the Planning Act, By-laws may be passed by Councils of municipalities to designate the whole or any part of a municipality as a site plan control area where an Official Plan is in effect;

**AND WHEREAS** in the Official Plan of the Township of Malahide, the whole of the Township of Malahide (the "Township") is described as a site plan control area;

**AND WHEREAS** the Council of the Township deems it desirable to designate a Site Plan Control Area;

**AND WHEREAS** Section 41(13) of the Planning Act authorizes the Council of a municipality to delegate to an appointed officer of the municipality any of Council's power of authority under Section 41.

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MALAHIDE HEREBY ENACTS AS FOLLOWS:**

**1. Designation of Site Plan Control Areas**

All lands within the boundaries of the Corporation of the Township of Malahide are hereby designated as a site plan control area pursuant to Section 41(2) of The Planning Act, R.S.O. 1990, c. P. 13, as amended.

**2. Definitions**

- a. "Council" shall mean the Council of the Corporation of the Township of Malahide.
- b. "Development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in subsection 164 (4) of the *Municipal Act, 2001*, or for the establishment of a commercial wind farm, or of sites for the location of three or more mobile homes as defined in subsection 46 (1) of the Planning Act or of sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46 (1) of the Planning Act.
- c. "Owner" means an owner of land whose interest in the land is defined and whose name is specified in an instrument in the property Land Registry or Land Titles Office and includes a corporate owner or partnership
- d. "Planning Act" means the Planning Act, R.S.O. 1990, c. P. 13, as amended.
- e. "Usability" means a change in the use of a property which would:
  - result in a change in the amount of noise, lighting, odour and/or vibration which is generated on the property;
  - alter the ingress/egress of the property;
  - alter the traffic flow on or around the subject property, including the installation of a drive-through;
  - alter the parking requirements;
  - alter the hours of operation.
- f. Other definitions are as identified in the Township's Zoning By-law currently in effect.

**3. Approval of Plans or Drawings**

No person shall undertake any development in an area designated under Section 1 herein unless Council, or where a referral has been made under Section 8 herein, the Ontario Land Tribunal (OLT), has approved one or both of the following submission requirements:

- (a) Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith and of all facilities and works required under Section (4)(a), including facilities designed to have regard for accessibility for persons with disabilities.
- (b) Drawings showing plan, elevation and cross-section views for each building to be erected, except a building to be used for residential purposes containing twenty-five or more dwelling units, which drawings are sufficient to display:
  - (i) the massing and conceptual design of the proposed building;
  - (ii) the relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;
  - (iii) the provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
  - (iv) matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design;
  - (v) the sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities; and
  - (vi) facilities designed to have regard for accessibility for persons with disabilities.

#### **4. Conditions to Approval of Plans and Drawings**

As a condition to the approval of the plans and drawings referred to in Section 3 herein, the Township may require the Owner of the land to:

- (a) provide to the satisfaction of and at no expense to the Township any or all of the following:
  - (i) Widening of highways that abut on the land;
  - (ii) Subject to The Public Transportation and Highway Improvement Act and/or the Township of Malahide Development Standards Policy and/or Site Plan Design Guidelines, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs;
  - (iii) Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways;
  - (iv) Walkways, including the surfacing thereof, and all other means of pedestrian access (e.g. stairs, ramps);
  - (v) Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon;
  - (vi) Walls, fences, hedges, trees, shrubs or other groundcover and plantings;
  - (vii) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material;
  - (viii) Easements conveyed to the Township for the construction, maintenance or improvement of watercourses, ditches, land drainage works and sanitary sewerage facilities and other public utilities of the local board thereof on the land; and
  - (ix) Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;
- (b) Maintain to the satisfaction of the Township and at the sole risk of the Owner any or all of the facilities or works mentioned in paragraphs ii through ix (inclusive) of Section 4(a) herein, including the removal of snow from access ramps and driveways, parking and loading areas and walkways;
- (c) Enter into one or more agreements with the Township dealing with any or all of the facilities, works or matters mentioned in Section 4(a) or with the provision and approval of the plans and drawings referred to in Section 3 herein;
- (d) Enter into one or more agreements with the Township ensuring that development

proceeds in accordance with the plans and drawings approved under Section 3 herein.

## **5. Drainage**

In accordance with the provisions of Section 41(7)(a)(9) of the Planning Act, or applicable provision(s) as amended, the following requirements shall apply to all plans and drawings approved under Section 3 herein:

- (a) The Township supports the development principle that post-development flows from a property/site should not exceed pre-development flows;
  - (i) The drainage provisions proposed by the Owner shall be designed/prepared by an engineer. It is also a requirement that the site plan be accompanied by a certification statement signed by the Engineer, Ontario Land Surveyor, or drainage professional, including registration seal, indicating that the drainage provisions as proposed are appropriate and that they will not result in any adverse impact on any abutting property or roadway.
- (b) Where the direction of drainage flow on a property is towards a public roadway or road right-of-way, the site plan proposal shall be forwarded to the appropriate public road authority for review and comment (i.e. Township of Malahide Public Works Department, County of Elgin, Ministry of Transportation, and/or, public road authority having jurisdiction upon a boundary road). The comments and concerns of the public road authority must be satisfactorily addressed in the site plan proposal.
- (c) Where the drainage outlet for a property subject to a site plan proposal is to a municipal drain, the site plan proposal may be forwarded to the Township's Drainage Superintendent for review and comment. The comments and concerns of the Township's Drainage Superintendent, where applicable, must be satisfactorily addressed.
- (d) In the event that it is necessary for the Township to obtain third party review and/or input of the drainage details and specifics, any direct costs incurred by the Township for such review/input shall be the responsibility of the Owner and shall be paid by the Owner.

## **6. Security**

Where required under an agreement referred to in Section 4(c) herein, the owner shall provide security to protect the Township in respect of its liability for holdback and costs under subsection 17(4) of the Construction Lien Act R.S.O. 1990 as amended, Chapter C.30, and to assure satisfactory provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in subsection 41(7) of the Planning Act in accordance with the plans and drawings approved pursuant to the Planning Act and this By-law.

## **7. Delegation of Site Plan Approval**

The powers and authority given to Council under Section 41 of the Planning Act are hereby delegated to the Chief Administrative Officer (CAO) for the Township, or designate. The CAO may, at her/his sole discretion, forward for approval to Council any Site Plan Application deemed necessary for further corporate review. To give effect to a site plan approval under this Section, the CAO and Clerk are hereby authorized to sign any agreement as required, and referenced in Section 4 herein, to implement conditions of such approval.

## **8. Registration of Agreements**

After the required application fee is paid to the Township, any agreement entered into under Section 3 herein may be registered against the land to which it applies and the Township is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of The Registry Act and The Land Titles Act, any and all subsequent Owners of the land.

## **9. Appeal to the Ontario Land Tribunal (OLT)**

The owner of the subject property or the Township may make a motion for directions to have the OLT determine a dispute about whether a matter referred to in Section 3 herein is subject to site plan control.

Where the Township fails to approve the plans or drawings referred to in Section 3 herein within thirty days after they are submitted to the Township for approval or where the Owner of the land is not satisfied with any of the requirements made by the Township under Section 4 herein or with any part thereof, including the terms of any agreement required, the Owner of the land may require the plans or drawings or the unsatisfactory requirements or parts thereof or the agreement, as the case may be, to be referred to the OLT by written notice to the Secretary of the OLT and to the Clerk of the Township, and the OLT shall then hear and determine the matter

at issue and settle and determine the details of the plans or drawings and approve the same and settle and determine the requirements, including the provisions of any agreement required, and the decision of the OLT is final.

### 10. Exemptions to Approval of Plans/Drawings

The following defined class or classes of development may be undertaken without the approval of plans and drawings otherwise required under Section 3 herein:

- a) All residential buildings and structures containing no more than two separate dwelling units (exclusive of additional residential units permitted by policies approved under Section 16 (3) of the Planning Act);
- b) All buildings and structures normally accessory to residential buildings and structures as noted in clause (a) above;
- c) All buildings and structures used for agricultural purposes (i.e. barns, silos, equipment storage sheds, and manure storage facilities), save and except any greenhouse(s) (or other type of building/structure used for the growing of flowers, fruits, vegetables, plants, shrubs, trees, cannabis indoors) greater than 500 m<sup>2</sup> (5,382 ft<sup>2</sup>). For the purposes of this exemption, "agricultural purposes" does not include commercial wind farm operations, cannabis production and processing facilities, on-farm diversified commercial, industrial, and tourism-related uses, or agricultural-commercial or industrial operations such as grain drying operations, farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.
- d) All licensed mineral aggregate resource operations;
- e) All temporary buildings and structures, including temporary buildings and structures, incidental to and necessary for construction work being carried on. This exemption is only for said buildings and structures which are necessary for the construction work in progress which has neither been finished nor abandoned;
- f) The placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007;
  - i. Notwithstanding Section 10. f), no more than two (2) portable classroom units will be permitted to be established on one school site without the approval of plans and drawings referred to in Section 3 herein.

and,

- g) Any addition to an existing building provided such addition does not increase gross floor area of the building to which the addition is proposed by more than 25%, and which in the opinion of the Chief Building Official, does not materially affect an existing Site Plan registered against that property.

Notwithstanding the above exemptions, where safety and/or land-use compatibility matters are to be addressed as part of any development, Site Plan approval may be required as a condition of a Committee of Adjustment decision; through approval of a Zoning By-law Amendment, or as otherwise required by an approval under the Planning Act.

### 11. Lapsing of Approval

An approval under Section 41 of the Planning Act lapses:

- a) Where a building permit is required for the development:
  - (i) At the expiration of one year from the date of approval if, within the one-year period, no building permit is issued for the development;
  - (ii) And a building permit is issued for the development but the owner has not started construction within one year of date of issuance of the building permit or the construction of the development has not been completed within two years of the date of issuance of the building permit; or,
  - (iii) Upon the revocation at any time of any building permit issued for the development;
- and,
- b) Where no building permit is required for the development but the owner has not started construction within one year of date of site plan approval or the construction of the development has not been completed within two years of the date of site plan approval.
- c) The lapse of an approval is effective upon written notice revoking the approval by Council to the owner or, where an agreement has been registered, upon the registration of a notice that the approval is revoked and the agreement is terminated.

### Other Applicable Laws

This By-law does not supersede the laws of Canada, the laws of the Province of Ontario, nor any other laws of the Township. In the event of a conflict between this By-law and the aforesaid laws, the aforesaid laws shall apply.

**Enactment**

This By-law shall come into effect upon the date of passing by the Council of the Corporation of the Township of Malahide and hereby repeals the previous Site Plan Control By-law (No. 05-13).

**READ A FIRST AND SECOND TIME THIS 5TH DAY OF MAY, 2022.**

**READ A THIRD TIME AND PASSED THIS 5TH DAY OF MAY, 2022.**

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Dave Mennill, Mayor

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Allison Adams,  
Manager of Legislative Services / Clerk

**The Corporation of the Township of Malahide**

**BUDGET COMMITTEE MEETING**

**April 21, 2022 – 7:30 p.m.**

**Virtual Meeting - [https://youtu.be/TE9cG\\_mg\\_R4](https://youtu.be/TE9cG_mg_R4)**

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Due to COVID 19 and Public Health concerns no public attendance was permitted. The following were present:

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

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

**Council/Staff via Zoom:**

Director of Public Works M. Sweetland

**Absent:** Councillor S. Lewis

**CALL TO ORDER:**

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

**DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**

No disclosures of pecuniary interests were declared.

**MINUTES:**

**No. B22-14**

**Moved by: Max Moore**

**Seconded by: Rick Cerna**

**THAT the Minutes of the Regular Meeting of the Budget Committee held on April 5, 2022 be adopted as printed and circulated.**

**Carried**

**DELEGATIONS:**

N/A

**PRESENTATIONS:**

- 2022 Budget Approval

**No. B22-15**

**Moved by: Dominique Giguère**

**Seconded by: Mark Widner**

**THAT the Budget Committee recommend to Township Council that the 2022 Budget be approved as presented in the amount of \$15,251,413;**

**AND THAT the Budget Committee recommend to Township Council that the 2022 User Fees be approved as presented in Appendix A of the 2022 Budget.**

**Carried**

**CORRESPONDENCE:**

N/A

**OPEN QUESTION PERIOD:**

The committee received no comments/questions from the public concerning the 2022 Draft Budget.

**NEXT BUDGET COMMITTEE MEETING:**

N/A

**ADJOURNMENT:**

**No. B22-16**

**Moved by: Mark Widner**

**Seconded by: Dominique Giguère**

**THAT the Budget Committee adjourn its meeting at 7:32 p.m.**

**Carried.**

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D. Mennill, Mayor

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A. Adams, Clerk

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE****BY-LAW NO. 22-27**

Being a By-law to set the 2022 tax rates and levies.

**WHEREAS** the Council of The Corporation of the Township of Malahide in accordance with the provisions of Section 312 of the Municipal Act, 2001, c. 25, has prepared and provisionally adopted the estimates of all sums required during the Year 2022 for the purposes of the Municipality, including the sums required by law to be provided for School purposes and County purposes for the Year 2022;

**AND WHEREAS** the Council of The Corporation of the County of Elgin has enacted By-law No. 22-15 being a by-law to adopt the 2022 County Budget, to set tax ratios for the Year 2022 and to establish the 2022 County tax rates to be levied by the local municipalities in the County of Elgin;

**AND WHEREAS** the Ministry of Finance enacted Ontario Regulation 46/21 amending Ontario Regulation 400/98 made under the Education Act establishing tax rates for school purposes to be levied by the local municipalities in the County of Elgin;

**AND WHEREAS** Section 342(1) (a) of the *Municipal Act 2001*, S.O. 2001, c.25, as amended, allows a local municipality to provide for the payment of taxes in one amount or by instalments and the date or dates in the year for which the taxes are imposed on which the taxes or instalments are due;

**AND WHEREAS** Section 342 (1) (b) of the *Municipal Act 2001*, S.O. 2001, c.25, as amended allows a local municipality to provide for alternative instalments and due dates in the year for which the taxes are imposed other than those established under clause 342 (1) (a) to allow taxpayers to spread the payment of taxes more evenly over the year;

**AND WHEREAS** Section 345 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, allows for a percentage charge, not to exceed 1.25 per cent of the amount of taxes due and unpaid, to be imposed as a penalty for the non-payment of taxes, and allows for an interest charge, not to exceed 1.25 per cent each month of the amount of taxes due and unpaid, to be imposed for the non-payment of taxes;

**AND WHEREAS** the whole of the taxable assessment on real property in the Township of Malahide, according to the Assessment Roll printed November 3, 2021, certified by the Assessment Commissioner, and as further modified to reflect changes of the Assessment Review Board, Severances and Section 442 Tax Write-Offs and upon which the taxes for 2022 are to be levied;

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



1. THAT the Tax Rates for 2022 be established as set out in Schedule 'A' attached hereto.
2. THAT a special area rate for street lighting and sidewalk maintenance be applied, in addition to the rates above, to the geographic Village of Springfield as set out in Schedule 'B' attached hereto.
3. THAT there shall be levied and collected such other rates and/or Special Area Rates, pursuant to the Municipal Act, 2001 and/or the Drainage Act.
4. THAT the final taxes shall be due and payable in two installments, namely September 15, 2022 and November 15, 2022.
5. That alternative due dates and payments in the year be allowed, under the provisions of a pre-authorized payment plan, or otherwise agreed upon by the payer on account of any taxes due.
6. THAT there shall be imposed a penalty for non-payment of taxes on the due date or on any installment, the amount of one and one-quarter percent (1.25%) of the amount due and unpaid on the first day of default, and an additional penalty of one and one-quarter percent (1.25%) shall be added on the first day of each calendar month thereafter in which default continues.
7. THAT the Director of Finance/Treasurer is hereby authorized to mail or e-mail, or cause to be mailed or e-mailed the Notice of Taxes Due to the residence or place of business of such person indicated on the last revised assessment roll, specifying the amount of taxes payable.
8. THAT all taxes be paid at the Malahide Township Office; at most financial institutions; by telephone banking; or by internet banking, by the person charged with such payment or their authorized designate.
9. THAT Schedules 'A' and 'B' attached hereto form a part of this By-law.
10. THAT this By-law shall come into force and take effect on the final date of passing thereof.

**READ a FIRST and SECOND** time this 5<sup>th</sup> day of May 2022.

**READ a THIRD time and FINALLY PASSED** this 5<sup>th</sup> day of May 2022.

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Mayor, D. Mennill

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Clerk, Allison Adams

**TOWNSHIP OF MALAHIDE****SCHEDULE 'A'****TO BY-LAW NO. 22-27****TAX RATES**

<b>Property Class</b>	<b>Township</b>	<b>County</b>	<b>Education</b>	<b>Total Tax Rate</b>
Commercial	1.145063%	1.040589%	0.880000%	3.065652%
Small Scale On Farm Business	0.286266%	0.260147%	0.220000%	0.766413%
Farmland	0.160823%	0.146151%	0.038250%	0.345224%
Residential	0.699232%	0.635435%	0.153000%	1.487667%
Industrial	1.555861%	1.413907%	0.880000%	3.849768%
Large Industrial	1.980086%	1.799426%	0.880000%	4.659512%
Pipelines	0.800341%	0.727319%	0.880000%	2.407660%
Managed Forests	0.174808%	0.158859%	0.038250%	0.371917%

**TOWNSHIP OF MALAHIDE****SCHEDULE 'B'****TO BY-LAW NO. 22-27****SPECIAL AREA RATES**

<b>Property Class</b>	<b>Sp. Area Rate</b>
Commercial	0.070963
Residential	0.043333
Farmland	0.009967
Industrial	0.096421
Pipelines	0.049599

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-32**

Being a By-law to authorize the execution of an Agreement with 2228977 Ontario Ltd. (RanN Maintenance) for Centreline Painting on various Municipal Roads.

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

**AND WHEREAS** the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with 2228977 Ontario Ltd. (RanN Maintenance) for Centreline Painting on various municipal roads;

**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 2228977 Ontario Ltd. (RanN Maintenance) for centerline painting on various municipal roads is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. **THAT** this By-law shall come into force and take effect on the final passing thereof.

**READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of May, 2022.

**READ** a **THIRD** time and **FINALLY PASSED** this 5<sup>th</sup> day of May, 2022.

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Mayor, D. Mennill

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Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-33**

Being a By-law to authorize the execution of an Agreement with Da-Lee Dust Control Ltd. for the supply and apply Dust Control.

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

**AND WHEREAS** the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with Da-Lee Dust Control Ltd. for the supply and placement of road granular;

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

1. **THAT** the entering into of an Agreement with Da-Lee Dust Control Ltd. for the supply and apply Dust Control is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. **THAT** this By-law shall come into force and take effect on the final passing thereof.

**READ a FIRST and SECOND** time this 5<sup>th</sup> day of May, 2022.

**READ a THIRD** time and **FINALLY PASSED** this 5<sup>th</sup> day of May, 2022.

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Mayor, D. Mennill

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Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-34**

Being a By-law to authorize the execution of an Agreement with McKenzie and Henderson Ltd. for the supply and placement of road granulars.

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

**AND WHEREAS** the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with McKenzie and Henderson Ltd.. for the supply and placement of road granular;

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

1. **THAT** the entering into of an Agreement with McKenzie and Henderson Ltd. for the supply and placement of road granulars is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. **THAT** this By-law shall come into force and take effect on the final passing thereof.

**READ a FIRST and SECOND** time this 5<sup>th</sup> day of May, 2022.

**READ a THIRD** time and **FINALLY PASSED** this 5<sup>th</sup> day of May, 2022.

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Mayor, D. Mennill

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Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 22-35**

Being a By-law to authorize the execution of an Agreement with Duncor Enterprises Inc. for the supply and placement of Micro Surfacing and Surface Treatment.

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

**AND WHEREAS** the Council of The Corporation of the Township of Malahide is desirous of entering into an Agreement with Duncor Enterprises Inc. for the supply and placement of Microsurfacing and Surface Treatment;

**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 Duncor Enterprises Inc. for the supply and placement of Microsurfacing and Surface Treatment is hereby approved and authorized.
2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

**READ a FIRST and SECOND** time this 5<sup>th</sup> day of May, 2022.

**READ a THIRD** time and **FINALLY PASSED** this 5<sup>th</sup> day of May, 2022.

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Mayor, D. Mennill

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Clerk, A. Adams

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE  
BY-LAW NO. 22-31**

Being a By-law to adopt, confirm and ratify matters dealt  
with by resolution of the Township of Malahide.

**WHEREAS** Section 5(3) of the Municipal Act, 2001, c. 25, as amended, provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the Township of Malahide does not lend itself to the passage of an individual by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Township of Malahide at this meeting be confirmed and adopted by by-law;

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

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on May 5, 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 5<sup>th</sup> day of May, 2022.

**READ** a **THIRD** time and **FINALLY PASSED** this 5<sup>th</sup> day of May, 2022.

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Mayor, D. Mennill

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Clerk, A. Adams