



The Corporation of the Township of Malahide

A G E N D A

October 7, 2021 – 7:30 p.m.

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

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

- (A) Roll Call
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 10 - 19)**
- (D) Presentations/Delegations/Petitions
 - (i) Public Meeting – Rezoning Application of Marion Wallace (Agent: Jerome A. Collins) relating to property located at Part Lots 15 and 16, Concession 7, Geographic Township of South Dorchester, (48550 and 48670 Yorke Line). **RES 2 - 5 (Pages 20 - 40)**
- (E) Reports of Departments:
 - (i) Director of Fire & Emergency Services
 - (ii) Director of Public Works
 - Petition for Drainage – Sparta Line. **RES 6 (Pages 41 - 43)**
 - Request for Authorization for Road Authority to Petition for Drainage – Norton Street. **RES 7 (Pages 44 - 46)**
 - Review of Draft Township Telecommunication Equipment Consent and Road User Agreement. **RES 8 (Pages 47 - 67)**

- Harvest Bowl Project Use of Station 4 and South Dorchester Community Hall. **RES 9 (Pages 68 - 84)**
- (iii) Building/Planning/By-law
 - Purchase of Building Permit Software – Cloudpermit. **RES 10 (Pages 85 - 88)**
- (iv) Director of Financial Services/Treasurer
- (iv) Chief Administrative Officer
 - OPP Contract Renewal. **RES 11 (Pages 89 - 104)**
 - Proposed COVID-19 Vaccination Verification Policy. **RES 12 (Pages 105 - 108)**
- (F) Reports of Committees/Outside Boards. **RES 13**
 - (i) East Elgin Community Complex Board of Management – Draft Minutes of September 8, 2021. **(Pages 109 - 112)**
- (G) Correspondence **RES 14**
 1. Association of Municipalities of Ontario - Watch File – dated September 16, 23 and 30, 2021. **(Pages C3 - 11)**
 2. City of Sarnia, Municipality of Chatham-Kent – Resolution requesting the Province to take additional and meaningful steps to address the increasing problem of “Renovictions”. **(Page C12 - 13)**
 3. Municipality of Chatham-Kent, Town of Kingsville – Resolution requesting the Provincial Government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and address the OHIP-insured eye care immediately and enter into legally binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place. **(Pages C14 - 17)**
 4. Township of Huron-Kinloss – Resolution supporting Northumberland County and City of Toronto in their plea to include in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation regarding Part 1 and Part II offences in the Provincial Offences Court. **(Page C18 - 31)**
 5. Anishinabek Nation – Memorandum advising First Nation Status Cards can be used for Proof of Identification for Vaccination Passports & COVaxON. **(Page C32)**
 6. Ministry of Municipal Affairs and Housing – Correspondence providing a Site Plan Control Guide enabling municipalities to reduce red tape and streamline development approvals. **(Page C33)**

7. County of Elgin – Correspondence advising the County will review the intersection of Ron McNeil Line and Imperial Road to determine if any safety enhancements can be implemented during the reconstruction of Imperial Road and the completion of the County's Transportation Master Plan. **(Page C34)**
8. County of Elgin – Correspondence advising the County will review the intersection of Imperial Road and John Wise Line to determine if any safety enhancements can be implemented and be reviewed during the completion of the County of Elgin Transportation Masterplan. **(Page C35)**
9. Ministry of Municipal Affairs and Housing – Correspondence advising of the expiry of the temporary regulations limiting municipal authority to regular construction noise. **(Pages C36 - 37)**
10. Town of Aylmer – Notice of General Amendment to the Town of Aylmer Zoning By-law No. 57-99 (Housekeeping). **(Page C38)**

(H) Other Business

- (i) Elgin County Museum and Archives correspondence providing the final selected design for the Port Bruce Public Washroom building murals funded by the Bushell bequest. **RES 15 (Pages 113 - 115)**
- (ii) Springfield Santa Claus Parade Committee request for approval of 2021 modified Springfield Parade to be held on December 4, 2021. **RES 16 (Pages 116)**
- (iii) East Elgin Community Complex – Request for support for the submission of the EECC Parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream. **RES 17 (Pages 117 - 118)**

(I) By-laws

- (i) By-law No. 21-75 - Fire Training Officer Cost Sharing By-law with the County of Elgin and Elgin Municipalities. **RES 18 (Pages 119 -125)**
- (ii) By-law No. 21-77 – Ontario Provincial Police Contract. **RES 19 (Pages 126 - 127)**

(J) Closed Session **RES 20 and 21**

- (i) Labour Relations or Employee Negotiations and/or personal matters about an identifiable individual, including municipal or local board employees relating to the Finance Department.

- (ii) Advice that is subject to Solicitor-Client privilege including communications necessary for that purpose relating to Covid Policy.
 - (iii) Advice that is subject to Solicitor Client privilege including communications necessary for that purpose relating to property on Avon Drive.
- (K) Confirmatory By-law **RES 22 (Page 128)**
- (L) Adjournment **RES 23**

****VIDEOCONFERENCE MEETING**

Note for Members of the Public:

IMPORTANT --- As a result of COVID-19 protocols, all Council Members and Staff are required to wear a mask or other face covering when they enter Malahide Community Place. Once you are seated in your designated Councillor/Staff spot, you are able to remove your mask while you are seated. If you have to get up and move around during or after the meeting, you are required to put your mask back on. You must wear a mask whenever you are not seated in your designated spot.

Please note that the Regular Council Meeting scheduled to be held on October 7, 2021 will be via videoconference only for presenters, the press and the public.

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

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

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

1. THAT the minutes of the regular meeting of the Council held on September 16, 2021 be adopted as printed and circulated.
2. THAT the Public Meeting concerning the Zoning By-law Amendment Application of Marion Wallace relating to the property located at Lots 15 and 16, Concession 7, be called to order at 7:3___ p.m.
3. THAT the Public Meeting relating to Zoning By-law Amendment Application of Marion Wallace relating to the property located at Lots 15 and 16, Concession 7, be adjourned and the Council meeting reconvene at 7:___ p.m.
4. THAT Report No. DS-21-43 entitled "Zoning By-law Amendment Application of Marion Wallace" be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z08-21 of Marion Wallace relating to the property located at South Part of Lots 15 and 16, Concession 7, Geographic Township of South Dorchester, and known municipally as 48550 and 48670 Yorke Line, BE APPROVED for the reasons set out in this Report.

5. THAT By-law No. 21-67 being a By-law to amend Zoning By-law No. 18-22 insofar as it relates to the property owned by Marion Wallace, located at Lots 15 and 16, Concession 7, be given first, second and third readings, and properly signed and sealed.
6. THAT Report No. PW-21-49 entitled "Petition for Drainage: Sparta Line" be received;

AND THAT John M. Spriet, P. Eng., of Spriet Associates Ltd., be appointed to prepare an Engineer's Report for the Sparta Line Petition, it being noted that the Petitioner is requesting this petition to be incorporated into the Engineers report currently being prepared for the Butters Petition on Sparta Line.

7. THAT Report No. PW-21-50 entitled "Request for Authorization for Road

Authority to Petition for Drainage – Norton Street” be received;

AND THAT The Director of Public Works or his designate be authorized to file a petition for drainage under Section 4 of the *Drainage Act* for future drainage work on Norton Street.

8. THAT Report No. PW-21-56 entitled “Review of Draft Township Telecommunication Equipment Consent and Road User Agreement” be received;

AND THAT Council approve the form and content of the draft Telecommunication Equipment Consent and Road User Agreement and authorize its use in relation to telecommunication equipment installation projects within road allowances under the jurisdiction and/or ownership of the Township of Malahide.

9. THAT Report No. PW 21-57 entitled “Harvest Bowl Project Use of Station 4 and South Dorchester Community Hall” be received.

10. THAT Report No. DS-21-49 entitled “Purchase of Building Permit Software” be received as information;

AND THAT the Municipal Staff be authorized to proceed with the single-source award for the purchase and implementation of Cloudpermit building permit software.

11. THAT Report No. CAO 21-13 entitled “O.P.P. Contract Renewal” be received;

AND THAT the Municipal Council proceed with the adoption of By-law 21-77 authorizing the Mayor and Clerk to sign an Amending Agreement in order to extend the contract with the O.P.P. until the 31st of December 2022.

12. THAT Report No. HR-21-15 entitled “Proposed COVID-19 Vaccination Verification Policy” be received.

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

- (i) East Elgin Community Complex Board of Management – Draft Minutes of September 8, 2021.

14. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated September 16, 23 and 30, 2021.
2. City of Sarnia, Municipality of Chatham-Kent – Resolution requesting the Province to take additional and meaningful steps to address the increasing problem of “Renovictions”.
3. Municipality of Chatham-Kent, Town of Kingsville – Resolution requesting the Provincial Government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and address the OHIP-insured eye care immediately and enter into legally binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place.
4. Township of Huron-Kinloss – Resolution supporting Northumberland County and City of Toronto in their plea to include in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation regarding Part 1 and Part II offences in the Provincial Offences Court.
5. Anishinabek Nation – Memorandum advising First Nation Status Cards can be used for Proof of Identification for Vaccination Passports & COVaxON.
6. Ministry of Municipal Affairs and Housing – Correspondence providing a Site Plan Control Guide enabling municipalities to reduce red tape and streamline development approvals.
7. County of Elgin – Correspondence advising the County will review the intersection of Ron McNeil Line and Imperial Road to determine if any safety enhancements can be implemented during the reconstruction of Imperial Road and the completion of the County’s Transportation Master Plan.
8. County of Elgin – Correspondence advising the County will review the intersection of Imperial Road and John Wise Line to determine if any safety enhancements can be implemented and be reviewed during the completion of the County of Elgin Transportation Masterplan.
9. Ministry of Municipal Affairs and Housing – Correspondence advising of the expiry of the temporary regulations limiting municipal authority to regular construction noise.
10. Town of Aylmer – Notice of General Amendment to the Town of Aylmer Zoning By-law No. 57-99 (Housekeeping).

15. THAT the Elgin County Museum and Archives submission of the final design for the Port Bruce Public Washroom building murals, funded by the Bushell bequest, be approved.
16. THAT the Springfield Santa Claus Parade Committee request for permission to tour the streets in Springfield with a Float carrying Santa Claus, together with firetrucks from Malahide Fire Services if available, on Saturday, December 4, 2021, be approved;

AND THAT a copy of this Resolution be forward to the County of Elgin for their information.

17. THAT the Council of the Township of Malahide support the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity.

AND THAT a letter of support be forwarded to the EECC Administrator for inclusion in the Ontario Trillium Fund – Community Building Capital Stream submission.

18. THAT By-law No. 21-75 being a By-law to authorize the execution of an Amendment to the Cost Sharing Agreement for the Joint Sharing of a Fire Training Officer, with the County of Elgin, Town of Aylmer, Municipality of Bayham, Municipality of Central Elgin, Municipality of Dutton Dunwich, Township of Southwold, Municipality of West Elgin and Township of Malahide, be given first, second and third readings, and be properly signed and sealed.
19. THAT By-law No. 21-77 being a By-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for Police Services for the Elgin Group Municipalities, be given first, second and third readings, and be properly signed and sealed.
20. 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 and/or personal matters about an identifiable individual, including municipal or local board employees relating to the Finance Department.
 - (ii) Advice that is subject to Solicitor-Client privilege including communications necessary for that purpose relating to Covid Policy.

- (iii) Advice that is subject to Solicitor Client privilege including communications necessary for that purpose relating to property on Avon Drive.
21. THAT Council move out of Closed Session and reconvene at ____ p.m. in order to continue with its deliberations.
 22. THAT By-law No. 21-74, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
 23. THAT the Council adjourn its meeting at _____ p.m. to meet again on October 21, 2021, at 7:30 p.m.

The Corporation of the Township of Malahide

September 16, 2021 – 7:30 p.m.

Virtual Meeting - <https://youtu.be/DBbf3KuGvNs>

Due to COVID 19 and Public Health concerns, the Malahide Township Council met at the Malahide Community Place, at 12105 Whittaker Road, Springfield, at 7:30 p.m. in order to allow for physical distancing. No public attendance was permitted. The following were present:

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

Staff: Chief Administrative Officer Adam Betteridge, Clerk Allison Adams, IT Manager C. Coxen, and Deputy Clerk D. Wilson.

Staff Members via Videoconference: Drainage Superintendent B. Lopez and Acting Fire Chief Don MacLean.

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:

Councillor Widner disclosed a pecuniary interest with respect to Council Agenda Item D (i) Meeting to Consider – Candy Drain; and Item D (ii) Meeting to Consider – Simpson Drain. The nature of the conflict being that a Junior Partner at Spriet Associates is an immediate relative of his.

MINUTES:

No. 21-390

Moved by: Rick Cerna

Seconded by: Max Moore

THAT the minutes of the regular meeting of the Council held on September 2, 2021 be adopted as printed and circulated.

Carried.

PRESENTATIONS/DELEGATIONS/PETITIONS:

Councillor Widner declared a conflict of interest with respect to Council Agenda Items D (i) relating to the Candy Drain Branch 4; and Item D (ii) relating to the Simpson Drain Reassessment 2021, retired from the meeting and abstained from all discussions and voting on the matter.

- Meeting to Consider - Candy Drain Branch No. 4, relating to property at Part Lot 87, Concession 7, Geographic Township of Malahide.

Drainage Engineer, John M. Spriet, of Spriet Associates, appeared before the Council via videoconference to present the Drainage Engineer's Report, dated July 14, 2021, regarding the Candy Drain Branch No. 4 and outlined the nature of the proposed work.

Mayor Mennill inquired if any persons were in attendance that wished to comment or ask questions or if any written comments were received concerning the Drainage Report and there were none.

Mayor Mennill inquired if any persons, including Members of Council, would like to withdraw or add their names to the Petition and there were none.

No. 21-391

Moved by: Dominique Giguère

Seconded by: Rick Cerna

THAT the Engineer's Report for the Candy Drain Branch No. 4, as prepared by Spriet Associates and dated July 14, 2021, be accepted;

AND THAT By-law No. 21-64 being a by-law to provide for the Candy Drain Branch No. 4 drainage works be read a first and second time and provisionally adopted.

Carried.

No. 21-392

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT the Court of Revision for the Candy Drain Branch No. 4 be scheduled to be held on October 21, 2021, at 7:30 p.m.

Carried.

No. 21-393

Moved by: Rick Cerna

Seconded by: Scott Lewis

THAT the tenders for the construction of the Candy Drain Branch No. 4 be requested for October 15, 2021, at 11:00 a.m.

Carried.

- Meeting to Consider – Simpson Drain Reassessment 2021, relating to property at Part Lots 6 – 26, Concession 10 to 12, Geographic Township of Malahide; Village of Springfield; and Part Lots 3 to 14, Concessions 10 to 12, Geographic Township of South Dorchester.

Drainage Engineer, George Vereyken, of Spriet Associates, appeared before the Council via videoconference to present the Drainage Engineer's Report, dated June 18, 2021, regarding the Simpson Drain Reassessment 2021 and outlined the nature of the proposed work.

Mayor Mennill inquired if any persons were in attendance that wished to comment or ask questions or if any written comments were received concerning the Drainage Report and there were none.

Mayor Mennill inquired if any persons, including Members of Council, would like to withdraw or add their names to the Petition and there were none. Upon an inquiry from Councillor Moore regarding the work contemplated, the Engineer confirmed this report was a reassessment only and no work was proposed.

No. 21-394

Moved by: Max Moore

Seconded by: Scott Lewis

THAT the Engineer's Report for the Simpson Drain Reassessment 2021, as prepared by Spriet Associates and dated June 18, 2021, be accepted;

AND THAT By-law No. 21-65 being a by-law to provide for the Simpson Drain Reassessment 2021 drainage works be read a first and second time and provisionally adopted.

Carried.

No. 21-395

Moved by: Rick Cerna

Seconded by: Chester Glinski

THAT the Court of Revision for the Simpson Drain Reassessment 2021 be scheduled to be held on October 21, 2021, at 7:30 p.m.

Carried.

Councillor Widner resumed his seat at the Council table.

Presentation – Laura Sherwood, Hospice of Elgin.

Laura Sherwood appeared before the Council to provide information relating to building a hospice for Elgin County. Ms. Sherwood advised that there are no dedicated palliative care beds at the St. Thomas Elgin General Hospital and noted the growing need for palliative care. She advised that the Hospice campus of compassionate care included a healthcare facility with a home-like atmosphere, palliative care clinic, caregiver support and respite, grief and bereavement programs, wellness therapies, children's programs and navigation and education supports.

Ms. Sherwood noted that lands have been acquired for the Hospice of Elgin at 2 South Edgeware Road, St. Thomas. She requested that everyone learn more about the Hospice of Elgin, spread the word about the new facility, and advocate for Hospice.

No. 21-396

Moved by: Max Moore

Seconded by: Mark Widner

THAT the presentation Laura Sherwood, of Hospice of Elgin, presentation relating to building a hospice for Elgin County be received.

Carried.

REPORTS:

Director of Fire and Emergency Services

- Emergency Services Activity Report – August.

No. 21-397

Moved by: Rick Cerna

Seconded by: Dominique Giguère

THAT Report No. F21-12 entitled “*Emergency Services Activity Report – August*” be received.

Carried.

- Re-Appointment of Community Emergency Management Co-ordinator

No. 21-398

Moved by: Chester Glinski

Seconded by: Mark Widner

THAT Report No. F-21-12 entitled “Re-Appointment of Community Emergency Management Co-Ordinator” be received;

AND THAT the Staff be authorized to request and seek the re-appointment of the County of Elgin’s Community Emergency Management Co-Ordinator until December 31, 2022.

Carried.

Municipal Clerk

- 2022 Council Meeting Schedule

The Council approved the 2022 Schedule of Council Meetings with the exception of the start time being amended to 7:30 p.m.

No. 21-399

Moved by: Rick Cerna

Seconded by: Scott Lewis

THAT Report No. CLERK-21-01 entitled “2022 Council Meeting Schedule” be received;

AND THAT the attached schedule of regular Council Meeting dates for the 2022 calendar year be approved, as amended to reflect 7:30 p.m. start time;

AND THAT the Municipal Staff be requested to post such schedule on the municipal website.

Carried.

- County of Elgin Legal Services – Update of Memorandum of Understanding

No. 21-400

Moved by: Scott Lewis

Seconded by: Chester Glinski

THAT Report No. CLERK-21-02 entitled “County of Elgin Legal Services – Update of Memorandum of Understanding” be received for information;

AND THAT Council proceed with the adoption of By-law No. 21-71 authorizing the Mayor and Clerk to sign the Memorandum of Understanding with the County of Elgin with regard to the provision of legal services.

Carried.

- Rescind a Request for Proposal for Municipal Wide Area Network and Broadband Service

No. 21-401

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT Report No. CLERK 21-03 entitled “Rescind a Request for Proposal for Municipal Wide Area Network and Broadband Service” be received;

AND THAT the Council direct Staff not to proceed with the issuance of a Request for Proposals for design and construction of communication towers at designated municipal locations.

Carried.

No. 21-402

Moved by: Rick Cerna

Seconded by: Scott Lewis

That Municipal Staff be directed to explore other options for opportunities in the future for broadband services in Malahide.

Carried

Chief Administrative Officer

- Workplace COVID-19 Vaccination Policy

No. 21-403

Moved by: Max Moore

Seconded by: Mark Widner

THAT Report No. HR-21-14 entitled “Workplace COVID-19 Vaccination Policy” be received;

AND THAT Township Staff be directed to develop a Vaccination Policy to be considered for adoption by Council at the October 7th, 2021 Meeting.

Carried.

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 21-404

Moved by: Scott Lewis

Seconded by: Chester Glinski

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

- (i) Long Point Region Conservation Authority Board of Directors
– Minutes of July 7, 2021.**

Carried.

CORRESPONDENCE:

No. 21-405

Moved by: Mark Widner

Seconded by: Scott Lewis

THAT the Town of Plympton-Wyoming resolution supporting the City of Kitchener's motion supporting Anti-hate Crimes Incidents Bill C-313 Banning Symbols of Hate Act be supported.

Carried.

No. 21-406

Moved by: Mark Widner

Seconded by: Scott Lewis

THAT the Town of Plympton-Wyoming resolution supporting the Municipality of Chatham-Kent requesting that the Federal and Provincial Governments support affordable internet for all Canadians be supported.

Carried.

No. 21-407

Moved by: Mark Widner

Seconded by: Scott Lewis

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated September 2 and 9, 2021.**
- 2. Municipality of Trent Lakes – Resolution requesting the Province to recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place.**
- 3. City of Hamilton – Resolution requesting the Province to promptly expedite the expiry of O.Reg 131/20, the COVID exemption for after-hours noise from construction sites; and the Province not make the temporary regulations of O.Reg 131/20, or any similar restrictions, permanent through an amendment to the *Municipal Act, 2001*.**
- 4. Attorney General – Correspondence addressing the resolution supported by many municipal councils regarding an additional level of licensing to permit small organizations to hold fundraisers.**
- 5. County of Elgin – Correspondence notifying Festival and Event Organizers of the Elgin County Community Grant Program.**
- 6. Municipality of Central Elgin – Planning Notices:**
 - **Public Meeting for OPA and Zoning Amendment:**
 - 173 William Street, Port Stanley.
 - 400 Sunset Drive.
 - **Public Meeting for Zoning Amendment:**
 - 226 Colborne Street, Port Stanley.
 - 46231 North Street.
 - 416 Edith Cavell Boulevard.
 - Belmont Estates Phase 6, Belmont.
 - Public Meeting for Draft Plan of Subdivision**
 - Craigholme Estates – Pt Lot 2, Conc. 7, Belmont.

Carried.

OTHER BUSINESS:

- Township Polices to Facilitate Internet Projects

No. 21-408

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT the Municipal Staff be directed to review and align Township Policies regarding internet access with the County of Elgin and neighbouring municipalities policies to facilitate internet projects.

Carried.

Safety Concerns at John Wise Line and Imperial Road

No. 21-409

Moved by: Chester Glinski

Seconded by: Scott Lewis

THAT Malahide Township Council request that the County of Elgin review the Imperial Road and John Wise Line intersection to determine what safety enhancements could be implemented; and this intersection be reviewed during the completion of the County of Elgin Transportation Masterplan.

Carried.

BY-LAWS:

By-law No. 21-71 – Legal Services with County of Elgin

No. 21-410

Moved by: Chester Glinski

Seconded by: Rick Cerna

THAT By-law No. 21-71, being a By-law to authorize a Memorandum of Understanding with the County of Elgin for the provision of Legal Services be given first, second and third readings, and be properly signed and sealed.

Carried.

By-law No. 21-72 – Appoint Director of Fire and Emergency Services

No. 21-411

Moved by: Scott Lewis

Seconded by: Max Moore

THAT By-law No. 21-72, being a By-law to appoint a Director of Fire and Emergency Services be given first, second and third readings, and be properly signed and sealed.

Carried.

CONFIRMATORY:

No. 21-412

Moved by: Scott Lewis

Seconded by: Rick Cerna

THAT By-law No. 21-70, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried.

ADJOURNMENT:

No. 21-413

Moved by: Chester Glinski

Seconded by: Mark Widner

THAT the Council adjourn its meeting at 8:29 p.m. to meet again on October 7, 2021, at 7:30 p.m.

Carried.

Mayor – D. Mennill

Clerk – A. Adams



Report to Council

REPORT NO.: DS-21-43

DATE: October 7, 2021

ATTACHMENT: Report Photo, Severance Sketches (two separate dwelling lots), Applications, By-law

SUBJECT: **Zoning By-law Amendment Application of Marion Wallace
(Authorized Agent: Jerome A. Collins, Barrister and Solicitor)**

LOCATION: South Part of Lots 15 and 16, Concession 7 (Geographic Township of South Dorchester) (48550 and 48670 Yorke Line, Malahide)

Recommendation:

THAT Report No. DS-21-43 entitled “Zoning By-law Amendment Application of Marion Wallace” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z08-21 of Marion Wallace relating to the property located at South Part of Lots 15 and 16, Concession 7, Geographic Township of South Dorchester, and known municipally as 48550 and 48670 Yorke Line, BE APPROVED for the reasons set out in this Report.

Background:

The subject Zoning By-law Amendment Application (the “Application”) has been submitted on behalf of Marion Wallace to implement the necessary zoning provisions required for surplus farm dwelling severances. The Application relates to the property located at South Part of Lots 15 and 16, Concession 7, Geographic Township of South Dorchester, and known municipally as 48550 and 48670 Yorke 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 (2) recent issues of the Aylmer Express.

The analysis of the associated severance/consent applications 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 applications were provisionally approved subject to the Applicant completing a number of conditions, one such being obtaining a Zoning By-law Amendment.

The Council considered the associated severance applications on April 8th, 2021 (Report No. DCS-21-18) and supported both. A report photo representative of the approved severances 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-Z08-21

The drafted by-law places the two (2) severed surplus farm dwelling parcels and retained farmland in the necessary zones of the Malahide Zoning By-law: the "Small Lot Agricultural (A4) Zone" for the two (2) surplus dwelling parcels; and, "Special Agricultural (A2) Zone" for the retained farmland parcel.

Public/Agency Comments Received

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, the Kettle Creek Conservation Authority (KCCA) has stated it has no objections to the application. There have been no other comments received from the general public as of the date of writing this report.

It is noted that two (2) applications for Zoning By-law Amendment were submitted to be processed. Given that one (1) application can achieve the necessary outcome, the cost/fee of one (1) application was returned to the Applicant.

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, CPT Development Services Technician/Assistant Planner	Adam Betteridge, MCIP, RPP Chief Administrative Officer



NOTICE OF PUBLIC MEETING

CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT

TAKE NOTICE that the Township of Malahide has received an application for Zoning By-law Amendment and will be holding a Statutory Public Meeting as follows:

Date: October 7, 2021
Time: 7:30 PM
Location: Virtual Meeting
<https://www.youtube.com/channel/UC2WWxGHYoaNBixWD8viFIGw>

File No.: D14-Z08-21
Owner(s): Marion Wallace
Applicant/Agent: Jerome A. Collins, Barrister and Solicitor
Location of Property: CON 7 S PT LOTS 15,16, (48550 and 48670 Yorke Line, Malahide)
 (see map below)

The Owner/applicant has submitted all information and fees required to consider the application, and the Township has deemed the application to be complete. The Amendment is being considered in accordance with the Planning Act R.S.O 1990 and Ontario Regulation 545/06.

We value your input

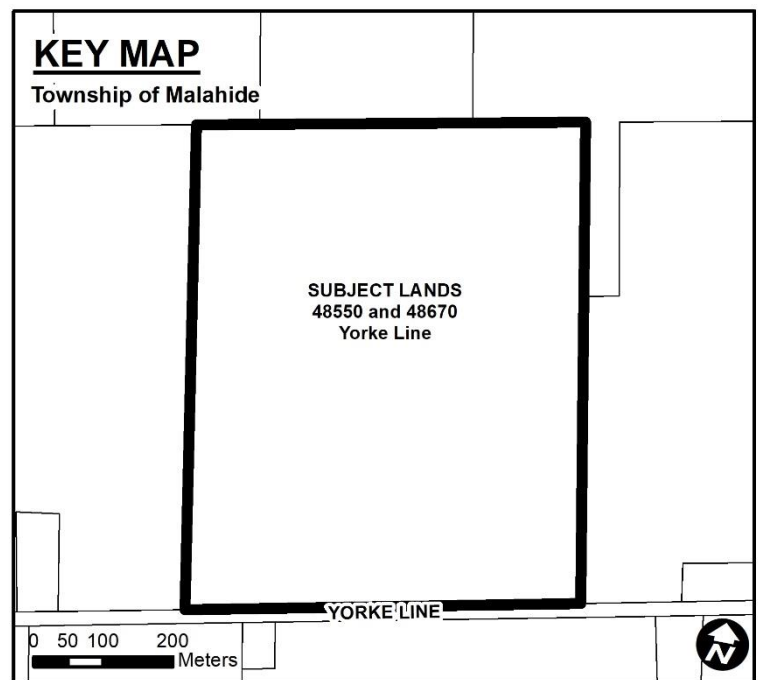
Any person may express their support, opposition, or comments regarding this application.

Protocol during the COVID-19 Pandemic

Due to the COVID-19 pandemic and the Provincial Emergency Orders for public gatherings, the Township Council Meetings are closed to the public. As such, a Virtual Meeting is scheduled.

Purpose and Effect: The Owner/applicant has obtained approval from the Elgin County Land Division Committee (Application Nos. E25/21 & E26/11) for consent to sever two existing dwellings as surplus as a result of farm consolidation.

As a condition of the approval of Application Nos. E25/21 & E26/11, a Zoning By-law Amendment is required for the severed dwellings and retained farm lands to be regulated as per the requirements of the Provincial Policy Statement and the Official Plans for the County of Elgin and the Township of Malahide.



The subject Zoning By-law Amendment will place the retained/remnant farm property into the "Agricultural (A2) Zone" so to prohibit the establishment of any subsequent dwelling. The Amendment will also place the two severed dwelling properties into the "Small Lot Agricultural (A4) Zone".

Additional Information: Additional Information relating to this Application is available by contacting the Township's Planner, Adam Betteridge, MCIP, RPP, by phone at (519) 773-5344, ext. 223 or by email at abetteridge@malahide.ca.

DATED AT THE TOWNSHIP OF MALAHIDE, 15th DAY OF SEPTEMBER, 2021.

Allison Adams, Manager of Legislative Services/Clerk
 Township of Malahide
 87 John Street South, Aylmer, Ontario, N5H 2C3
 519-773-5344
 Email malahide@malahide.ca

1. Registered Owner's**Name:** MARION WALLACEAddress: 48554 Yorke Line, Malahide, OntarioPhone No.
(Home): _____

Business: _____

Fax: _____

Email: _____

Lot and Concession (if applicable): Part Lot 16, Conc. 7, Geographic Township of South Dorchester, Malahide, Part 3, 11R-10752**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.**No**2. Applicant / Authorized****Agent:** Jerome A. CollinsAddress: 36 Hincks Street, St. Thomas, Ontario, N5R 3N6Telephone No.: (519) 633-3973 Fax: (519) 633-7916**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: 7 Lot: 16Reference Plan No: 11R-10752 Part Lot: Part 2Street and Municipal Address No.: 48554 Yorke Line, Malahide, Ontario**What is the size of property which is subject to this Application?**Area: 0.44 hectares ~~xx~~ 4,453 m² Frontage: 54.983 m Depth: 80.916 and / 81.064 m**When were the subject lands acquired by the current owner?**December 8, 1958**4. Existing Official Plan Designation:**Agriculture

How does the application conform to the Official Plan?

Section 2.1.7 - Agricultural use with a future severance for a surplus farm dwelling.

5. Existing Zoning By-law Classification:

A1 - General Agricultural

What are the current uses of the subject lands?

Rural Residential

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

Since 1885

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	Dimensions
2 storey dwelling	19.53m	19.39m & / 22.35m	24.58 m & / 41.93 m		180.2 m ²
garage		3.09 m	9.00 m		193.0 m ²

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

1885

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

Change from A1 to A4 - Small Lot agricultural (surplus farm dwelling)

7. Why is the rezoning being requested?

Required as a result of severance of surplus farm dwelling

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? _____

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 new proposed development

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

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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)	(x)
Private Dug Well	()	()
Communal Well	()	()
Lake or other Surface Water Body	()	()
Other	()	()

Sewage Disposal	Existing	Proposed
Municipal Sanitary Sewers	()	()
Individual Septic System	(x)	(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:

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.

Elgin County Severance Application E25-21

Consent granted - Appeal period expired without any Notice
of Appeal

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

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)?

No

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

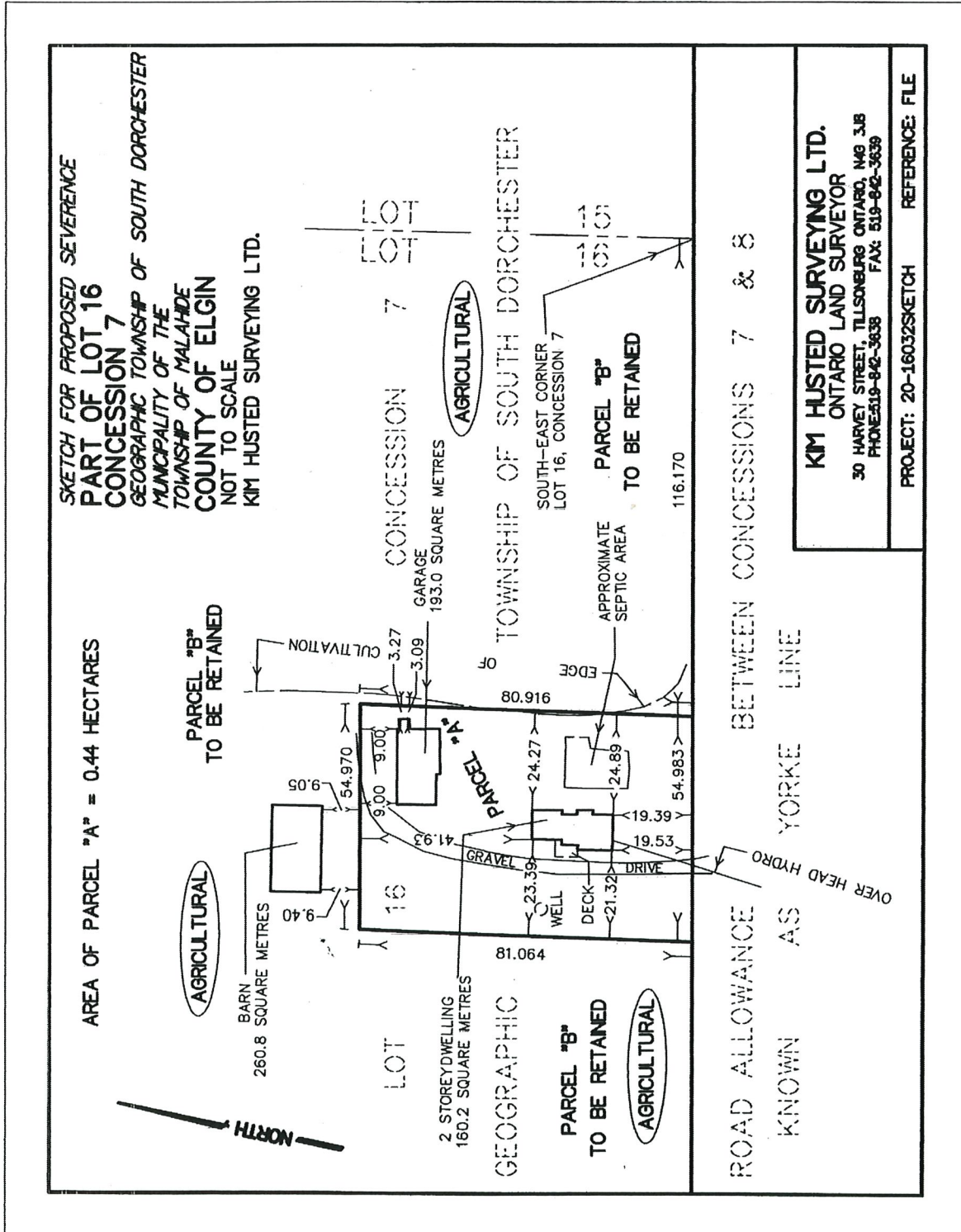
20. If this application is to accommodate the consent of a surplus farm dwelling, please provide the following information:

Date surplus farm dwelling was
erected:

1885

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

3408-014-020-00700-0000



1. Registered Owner's**Name:** MARION WALLACE**Address:** 48554 Yorke Line, Malahide, Ontario**Phone No.**
(Home): _____**Business:** _____**Fax:** _____**Email:** _____**Lot and Concession (if applicable):**Part Lot 15, Conc. 7, Geographic Township of South Dorchester, Malahide, Part 3, 11R-10752**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.**No**2. Applicant / Authorized****Agent:** Jerome A. Collins**Address:** 36 Hincks Street, St. Thomas, Ontario, N5R 3N6**Telephone No.:** (519) 633-3973**Fax:** (519) 633-7916**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:** 7 **Lot:** 15**Reference Plan No:** 11R-10752 **Part Lot:** Part 3**Street and Municipal Address No.:** 48670 Yorke Line, Malahide, Ontario**What is the size of property which is subject to this Application?****Area:** 0.40 hectares ~~xxx~~ **Frontage:** 48.613 **m** **Depth:** 81.548 ^{84.632} **& / m**
4.038 m²**When were the subject lands acquired by the current owner?**December 8, 1958**4. Existing Official Plan Designation:**Agriculture

How does the application conform to the Official Plan?

Section 2.1.7 - Agricultural use with a future severance for a surplus farm dwelling.

5. Existing Zoning By-law Classification:

A1- General Agricultural

What are the current uses of the subject lands?

rural residential

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

since 1885

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
1 storey dwelling	32.61m 33.67 m & /	12.1 m 15.6 m & /	40.0 m		197.6 m ²

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

1885

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

Change from A1 to A4 - Small lot agricultural (surplus farm dwelling)

7. Why is the rezoning being requested?

Required as a result of severance of surplus farm dwelling

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 new proposed development

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

Type	Front Lot Line Setback	Side Lot Line Setbacks	Rear Lot Line Setback	Height	Dimensions
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<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

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)	(X)
Private Dug Well	()	()
Communal Well	()	()
Lake or other Surface Water Body	()	()
Other	()	()

Sewage Disposal	Existing	Proposed
Municipal Sanitary Sewers	()	()
Individual Septic System	(X)	(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:

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.

Elgin County Severance Application E26-21

Consent granted. Appeal period expired without any Notice
of Appeal

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

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)?

No

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.

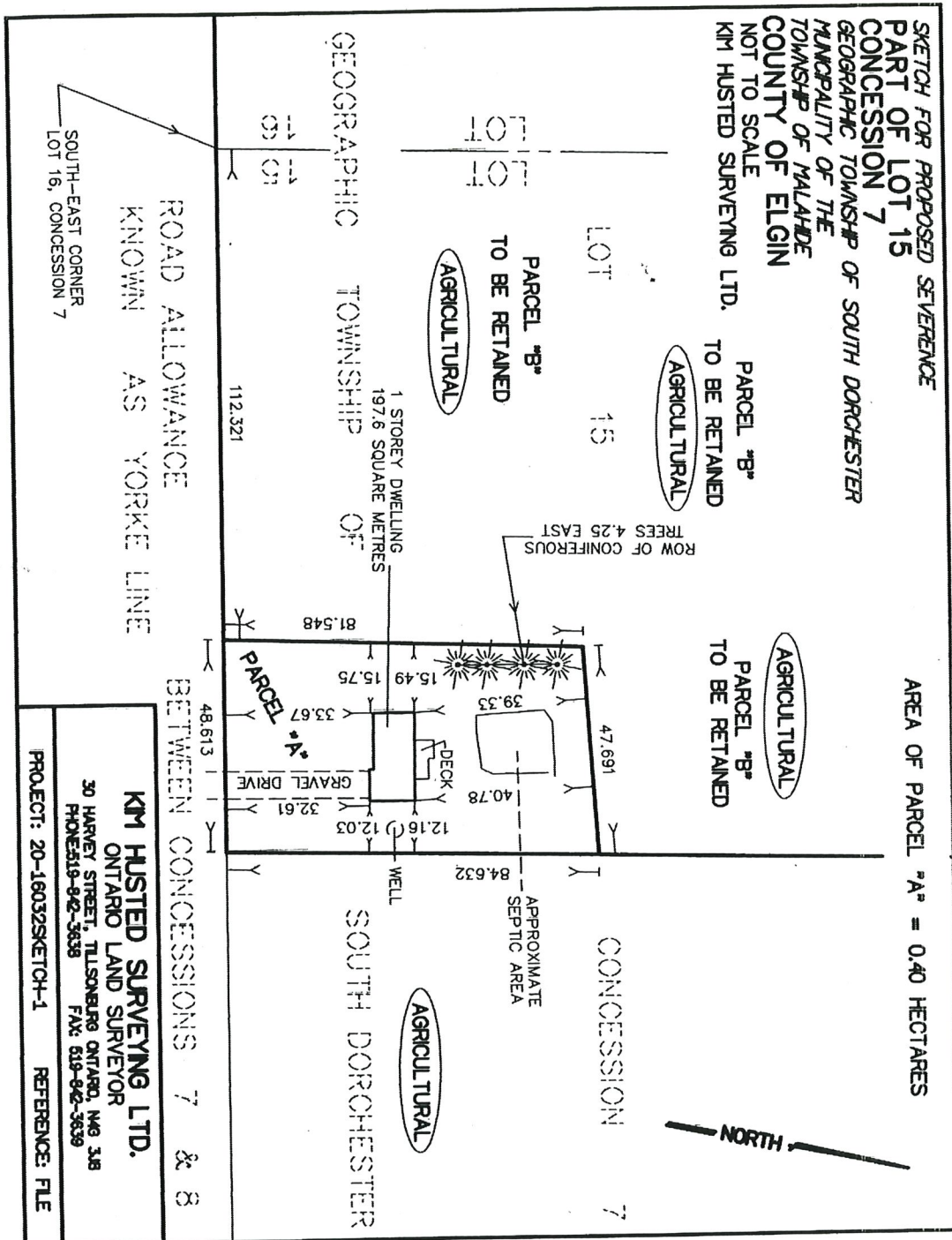
19. Additional Information as required by Council

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: 1992

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

3408-014-020-00700-0000



PART 3
 11R-10752
 Jaimie Wallace
 Residence
 Owner- Marion Wallace

Christine Strupat

To: Malahide General
Subject: RE: D14-Z08-21

From: Joe Gordon <joe@kettlecreekconservation.on.ca>
Sent: September 24, 2021 8:54 AM
To: Malahide General <malahide@malahide.ca>
Subject: D14-Z08-21

Good morning Allison

Please accept this email as confirmation that staff of KCCA has reviewed the notice for a proposed zoning bylaw D14-Z08-21 affecting 48550 and 48670 Yorke Line and based on our mandate and policy, we have no objection to its approval.

Thank you for the opportunity to comment.

Thank you,
Joe Gordon

Assistant Manager
Supervisor of Planning & Conservation Areas
Kettle Creek Conservation Authority
Tel: (519) 631-1270 ext.226
Fax: (519) 631-5026
www.kettlecreekconservation.on.ca



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**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE
BY-LAW NO. 21-67**

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

**Marion Wallace/
48550 and 48670 Yorke 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:**

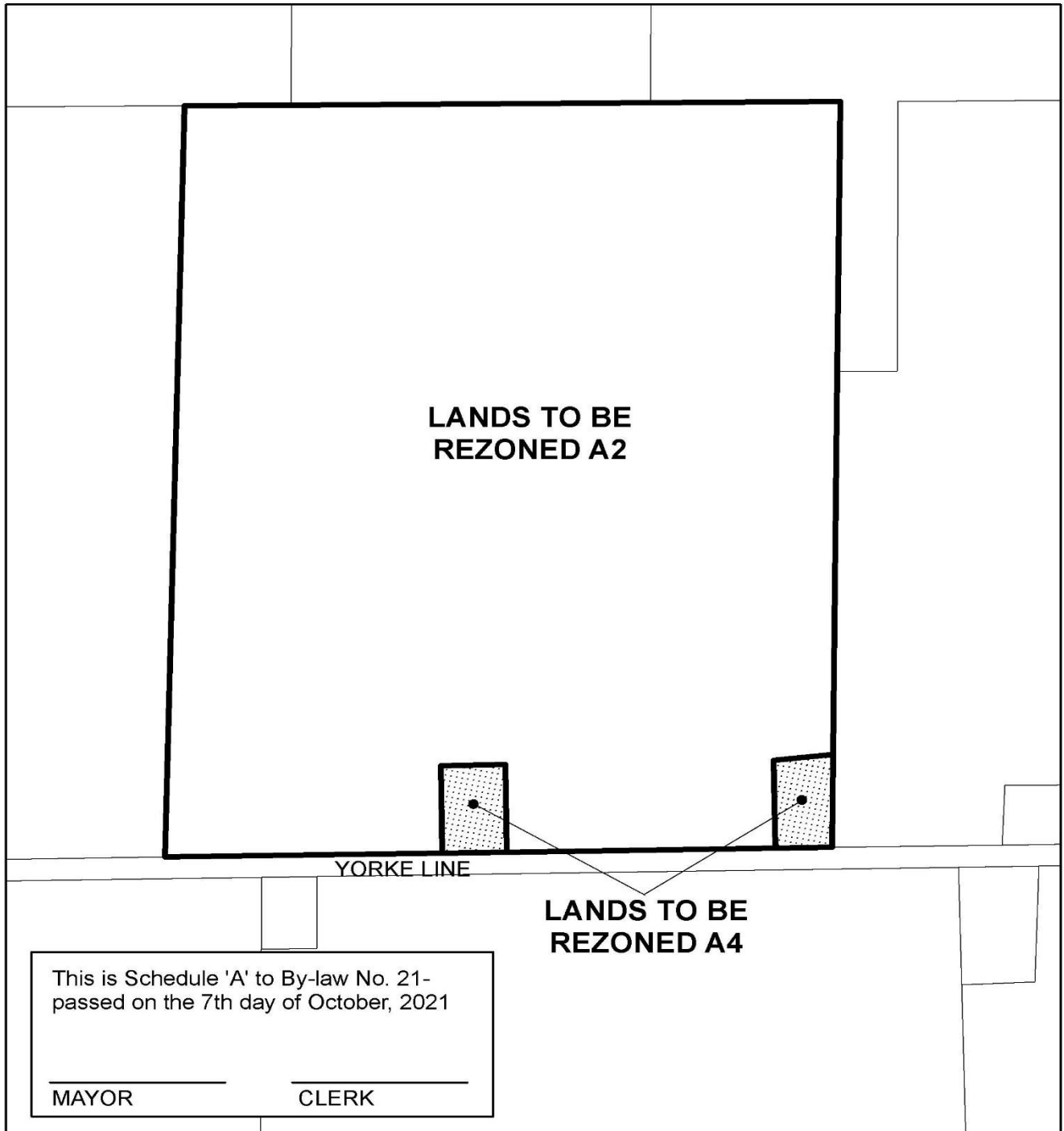
1. **THAT** the two (2) areas shown in stipple on the attached map, Schedule "A", and each being briefly described as South Part of Lots 15 and 16, Concession 7 (Township of South Dorchester), in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "Small Lot Agricultural (A4) Zone" of By-law No. 18-22 as set forth in this By-law. The zoning of these lands shall be shown as "A4" on Key Maps 3 & 4 of Schedule "A" to By-law No. 18-22, as amended.
2. **THAT** the area shown in bold outline on the attached map, Schedule "A", and described as South Part of Lots 15 and 16, Concession 7 (Township of South Dorchester), in the Township of Malahide, shall be removed from the "General Agricultural (A1) Zone" of By-law No. 18-22 and placed within the "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 Maps 3 & 4 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 Local Planning Appeal Tribunal.

READ a **FIRST** and **SECOND** time this 7th day of October, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 7th day of October, 2021.

Mayor – D. Mennill

Clerk – A. Adams

SCHEDULE A

0 40 80 160 Metres

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

SCHEDULE 'A'
Maps 3 and 4



Report to Council

REPORT NO.: PW-21-49
DATE: October 7th, 2021 (prepared September 7th, 2021)
ATTACHMENT: Petition
SUBJECT: Petition for Drainage: Sparta Line

Recommendation:

THAT Report No. PW-21-49 entitled “Petition for Drainage: Sparta Line” be received;

AND THAT John M. Spriet, P. Eng., of Spriet Associates Ltd., be appointed to prepare an Engineer’s Report for the Sparta Line Petition, it being noted that the Petitioner is requesting this petition to be incorporated into the Engineers report currently being prepared for the Butters Petition on Sparta Line.

Background:

As the Council is aware, Public Works staff have identified areas along Sparta Line that may need a legal outlet(s) for water to facilitate proper drainage of the roadway and ditches.

At its regular meeting on September 2, 2021, the Council directed the Staff to prepare and sign the necessary drainage petition to initiate the process. The purpose of this report is to the fulfillment of that obligation and to appoint an Engineer to prepare the drainage report for the Council consideration.

Comments/Analysis:

There are no existing municipal drains in the immediate area on Sparta Line that can be utilized for drainage.

Summary:

The Staff are recommending that John M. Spriet, P. Eng., of Spriet Associates Ltd., be appointed by the Council to prepare a report to address the Sparta Line petition, it being noted that Township of Malahide is looking to have a new extension/connection on the municipal drain currently being considered.

Financial Implications to Budget:

The estimated cost of this drain will be determined once the scope of the drainage work required is identified through an Engineer's Report(s), as prescribed under the *Drainage Act*. This cost will be included in the 2022 Capital Budget for this project.

Relationship to Cultivating Malahide:

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

One of the goals that support the "Our Local Government" Strategic Pillar is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, CAO

**Petition for Drainage Works by Road
Authority – Form 2***Drainage Act*, R.S.O. 1990, c. D.17, subs. 4(1)(c)To: The Council of the Corporation of the Township of Malahide

Re: Road name and road location (provide description of road or section of road that requires drainage)

Sparta Line, west of Imperial Road to bend at west end.I, Sweetland, Matt, as an individual having jurisdiction over
(Last, first name)the above road system for the Township of Malahidedeclare that the road described above requires drainage and hereby petition under subsection 4(1)(c) of the *Drainage Act* that
this area be drained by means of a drainage works.

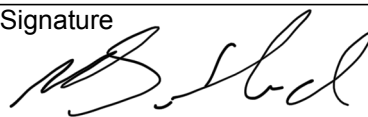
Organization

Township of Malahide

Position Title

Director of Public Works

Signature



Date (yyyy/mm/dd)

2020/09/07**Petitioners become financially responsible as soon as they sign a petition:**

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.



Report to Council

REPORT NO.: PW-21-50
DATE: October 7, 2021
ATTACHMENT: None
SUBJECT: Request for Authorization for Road Authority to Petition for Drainage – Norton Street

Recommendation:

THAT Report No. PW-21-50 entitled “Request for Authorization for Road Authority to Petition for Drainage – Norton Street” be received;

AND THAT The Director of Public Works or his designate be authorized to file a petition for drainage under Section 4 of the *Drainage Act* for future drainage work on Norton Street.

Background:

The purpose of this report is to advise the Council of the need for a municipal drain at the end of Norton Street that will require the Township of Malahide to petition for drainage.

The Township has received a complaint from a resident at the end of Norton Street in the hamlet of Orwell. During significant rainfall events, water is flowing from the roadway and causing erosion down a laneway on private property which is creating access issues for the landowner.

Staff have inspected the area in question and are found that due to the lack of curb and gutter or storm sewers along with the steep grade, water out-letting from the roadway is causing continual washouts on private property.

There are no existing storm sewers or municipal drains in the immediate area at that end of Norton Street that can be utilized for drainage.

Comments/Analysis:

As the Council is aware, the Drainage Act R.S.O 1990, (Drainage Act) provides a procedure whereby a municipality may petition for a legal outlet for surface and

subsurface waters. In accordance with Section 4(1) (a) to 4(1) (c) of the Drainage Act, a petition for drainage works may be filed with the Clerk of the local municipality in which the area is situate by:

- a) the majority in numbers of the owners, as shown by the last revised assessment roll of lands in the area, including the owners of any roads in the area;
- b) the owner or owners, as shown by the last revised assessment roll, of lands in the area representing at least 60 percent of the hectarage in the area;
- c) where a drainage works is required for a road or part thereof, the engineer, road superintendent or person having jurisdiction over such road or part, despite subsection 61 (5);
- d) where a drainage works is required for the drainage of lands used for agricultural purposes, the Director.

Typically in the past, when required, the Township has added their name to ongoing petitions for small additions to drainage works such as catch basins or drain connections where a new drain is being designed to be in close proximity to road or ditch areas. However, in the case of Norton Street, new drain(s) or significant drain extensions will be required in order to facilitate proper drainage in this road section.

The Staff wish to remind the Council, that historically, when the road authority petitions for drains, they can sometimes shoulder an increased cost for their portions of the proposed drainage works.

Summary:

In order to address the drainage requirements on Norton Street, the Staff recommends that the Director of Public Works or his designate be authorized to file a petition under the *Drainage Act* on behalf of the Township of Malahide, where drainage work(s) are required to provide a sufficient legal outlet.

Financial Implications to Budget:

The estimated cost to construct this drain(s) will be determined once the scope of the drainage work required is identified through an Engineer's Report(s), as prescribed under the *Drainage Act*. The Staff are recommending that funding be allocated in the 2022 Capital Budget in order to complete the future work.

Relationship to Cultivating Malahide:

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

One of the goals that support the "Our Local Government" Strategic Pillar is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayers works to achieve this goal.

Submitted by:	Approved for Council:
Bob Lopez, Drainage Superintendent/ Engineering Technologist	Adam Betteridge, Chief Administrative Officer





Report to Council

REPORT NO.: PW-21-56
DATE: October 7, 2021
ATTACHMENT: Template Agreement
SUBJECT: REVIEW OF DRAFT TOWNSHIP TELECOMMUNICATION
EQUIPMENT CONSENT AND ROAD USER AGREEMENT

Recommendation:

THAT Report No. PW-21-56 entitled “Review of Draft township Telecommunication Equipment Consent and Road User Agreement” be received;

AND THAT Council approve the form and content of the draft Telecommunication Equipment Consent and Road User Agreement and authorize its use in relation to telecommunication equipment installation projects within road allowances under the jurisdiction and/or ownership of the Township of Malahide.

Background:

At its September 16th, 2021 Regular meeting, Malahide Council passed the following with regard to “internet access”:

“No. 21-408

Moved by: Dominique Giguère

Seconded by: Scott Lewis

THAT the Municipal Staff be directed to review and align Township Policies regarding internet access with the County of Elgin and neighbouring municipalities policies to facilitate internet projects.

Carried.”

Comments/Analysis:

A draft agreement, modelled very closely to what the County of Elgin has recently implemented (and which is also used in Middlesex County), has now been prepared and the text of which is attached.

This report contains very much of the same commentary that was provided to County Council on April 8th, 2021 by the County's Solicitor, Stephen Gibson, and the County's Engineer, Brian Lima.

The draft Agreement creates a comprehensive scheme for authorizing the installation and use of telecommunication equipment within Township Road Allowances, and constitutes the general "umbrella" under which specific projects are more conveniently authorized pursuant to project permits, thereby avoiding the need for, expense of, and potential delay associated with the preparation and approval of new or amended road user agreements. It is anticipated that this approach and Agreement may lower the total costs to an installing company, and in particular, an installing company involved in multiple projects in the Township.

In the temporary absence of the Township's Director of Public Works, the CAO has discussed the agreement with the County Engineer, and has worked with the Township's Roads & Construction Manager to structure the agreement template for Township purposes.

The critical elements of the draft Agreement include as follows:

1. Municipal consent to use of all Township road allowances, subject to terms and conditions of Agreement and all applicable laws, including bylaws (section 2.1).
2. Use of road allowance does not create or grant ownership interest in that road allowance by the installing/operating company (section 2.4).
3. No right of access to road allowance to install equipment without application for and issuance of all requisite permits, including Road Occupancy Permit ("ROP") along with compliance of all terms and conditions of any such permit (section 3.1).
4. Submission of all requisite plans, including construction/location plans and traffic control plans, to the Township Public Works Department prior to issuance of permit and commencement of Works (section 3.4).
5. Issuance of permits by the Township deemed to constitute municipal consent pursuant to Telecommunications Act (Canada) (section 3.8).
6. All equipment to be installed subsurface, unless otherwise authorized by the Township (section 4.2).
7. Onus on installing company to coordinate installation works with other existing users of the road allowance (section 4.5).

8. Installing company must submit as-built drawings within 60 days of completion of installation works (section 4.10).

9. Installing company is responsible for remedial repair of the road allowance, to the general satisfaction of the Township (section 5).

10. Installing company responsible for subsequent locating of its equipment within the road allowance (section 6.1).

11. At its sole expense, installing company responsible for relocating its equipment, including at its own initiative, at the request of The Township, and if necessary under legislative requirement (section 7.3) – if required by a third-party user of the road allowance, relocation works will be undertaken by the installing company but at the expense of the requesting third-party user (section 7.4).

12. Installing company is required to pay all fees, charges, and security required by The Township, including:

- (i) as required for issuance of ROP (section 8.1);
- (ii) installation fee (\$250.00 per kilometre at each permitted location) (section 8.2);
- (iii) agreement preparation fee (\$1000.00) (section 8.2); and
- (iv) annual contract Administration fee (\$100.00 annually) (section 8.3).

13. Agreement contemplates a specified initial term with allowance for both renewal and early termination for breach upon specified events (sections 9.1 to 9.3).

14. Option for The Township to require removal of equipment from the road allowance upon expiry or termination of Agreement (section 9.5).

15. Installing company required to seek and maintain insurance coverages against specified perils and to specified limits, including naming The Township as additional insured (sections 10.1 to 10.2).

16. For a period of 3 years (or longer if required), installing company to deposit with The Township a letter of credit in the amount of \$25,000.00 for basic performance security for permitted works, against which letter of credit the Township can make demand in respect of financial obligations unfulfilled by the installing company (section 10.6).

17. At its option, The Township may also require project-specific security equal to the cost of rehabilitating the road allowance (section 10.8).

18. The Township has no liability for installed equipment and bears a limited obligation to indemnify the installing company for negligence committed by persons for whom the Township is in law responsible (sections 11.1 and 11.4).

19. Installing company bears a broad obligation to indemnify The Township for activities undertaken pursuant to the Agreement (section 11.2).

20. Installing company bears full liability for environmental losses related to or arising

from the installed equipment, installation works, or any other related activity contemplated by and undertaken pursuant to the Agreement (section 12).

Financial Implications to Budget:

There is no provision in the 2020 Budget for this project/program, however the structure of the agreement will allow such administrative/review costs incurred by the Township to be recovered from the installing company.

Further, the agreement protects the Township from any liability as described in the previous section.

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 recommendations of this report do not conflict with the ICSP.

Submitted by:
Adam Betteridge, Chief Administrative Officer

**TELECOMMUNICATIONS EQUIPMENT CONSENT and ROAD
USER AGREEMENT**

This Agreement made effective the ____ day of _____, 2021 (the “**Effective Date**”).

B E T W E E N:

CORPORATION OF THE TOWNSHIP OF MALAHIDE

(hereafter the "**Township**")

OF THE FIRST PART

- and –

*******COMPANY NAME*******

(hereafter the "**Company**")

OF THE SECOND PART

WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Township (collectively, the “**Rights-of-Way**” or “**ROWs**”);
- C. The Township has passed By-law No. 19-87, “Being a By-law to regulate the use and care of Municipal Right-of-Ways”, and such By-law prohibits the installation of any conduit within ROW’s save and except where permission has been obtained from the Township in the form of a Council By-law, Council resolution, a plan approved by Council, agreement approved by Council, or permit issued by Council or by the Township’s Director of Public Works pursuant to a policy approved by Council; and complies with all conditions of the permission;
- D. Pursuant to section 43 of the *Telecom Act*, the Company requires the Township’s consent to construct its Equipment Within the ROWs and the Township is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs; and
- E. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the Township hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:

- (a) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;

- (b) **“Anti-Bribery Law”** means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
- (c) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission;
- (d) **“Emergency”** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- (e) **“Equipment”** means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
- (f) **“Director”** means the Director of Public Works for the Corporation of the Township of Malahide (previously titled the “Director of Physical Services”) or his or her designate
- (g) **“Hazardous Substance”** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (h) **“Municipal Consent”** or **“MC”** means the written consent of the Township, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
- (i) **“Permit”** means a Municipal Consent or a Road Permit or both;
- (j) **“Road Permit”** means a permit issued by the Township in accordance with applicable Township by-laws, which Council may pass and amend from time to time, authorizing the Company to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work, including without limitation, Road Occupancy Permit, Access/Entrance Permits, and Moving Oversize Load/Weight Vehicles Permits;
- (k) **“Service Drop”** means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
- (l) **“Term”** means subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement as commencing on ____ (*date of agreement*) ____ and expiring and terminating on ____ (*5 years less a day from date of agreement*) ____ .
- (m) **“Third Party”** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
- (n) **“Work”** means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* as identified below, and the By-laws and Municipal Policies referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

Schedule “A” – Permit Fees

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The Township hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.
- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the "**New Equipment**"), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing Road User Agreement with the Township (the "**RUA**") and the Company, directly or indirectly, acquires the rights and obligations under the said RUA, the RUA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the Township any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is" basis.

3. APPLICABLE PERMITS

- 3.1 **Permits.**
- (a) Subject to Section 3.2 and 3.4, the Company shall not access, enter upon, occupy, excavate, break up, disturb, or move oversized or overweight vehicles or do any Work Within any ROW without first obtaining the applicable Permits, being a Municipal Consent and/or Roads Permit(s), as the case may be.
 - (b) For each Permit required above, the Company shall submit to the Township a completed application, in a form specified by the Township and including the Permit fees, deposits and security associated with applicable Township By-laws and/or municipal guidelines, as amended or replaced. The Permit fees in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement.
- 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may, with advance notice as required by the Township, without first obtaining a Permit:
- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the Township;
 - (b) carry out routine maintenance and field testing to its Equipment; and

- (c) install and repair Service Drops;

provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the Township's prior written consent.

- 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within ninety (90) days of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the Township, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.4 **Submission of plans.** Unless otherwise agreed to by the Township, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Director:
 - (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Township within which the Work is proposed to take place;
 - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
 - (c) all other relevant plans, drawings and other information as may be normally required by the Director from time to time for the purposes of issuing Permits.
- 3.5 **Refusal to issue Permits.** The Township may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township. Without limiting the foregoing, the Township may refuse to issue a Permit where, in the opinion of the Director, there is insufficient space Within a ROW to accommodate the proposed Equipment taking into account existing and potential future public service infrastructure.
- 3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.
- 3.7 **Temporary changes by Township.** Notwithstanding any other provision in this Agreement, the Township reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Township shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Township shall provide such advance notice as is reasonably possible in the circumstances.
- 3.8 **Granting of Permit Deemed as Municipal Consent Required Pursuant to the Telecommunications Act (Canada).** The Township agrees and acknowledges that, subject to satisfaction and performance of all terms and conditions both hereto and provided herein and the granting and issuance of any Roads Permit authorizing installation of Equipment as contemplated by this Agreement and in relation to a location specified therein shall be considered and deemed to represent municipal consent to such installation and use thereof as is required pursuant to applicable laws of the Dominion of Canada, including but not limited to the Telecommunications Act, S.C. 1993, c. 38, as amended.

4. MANNER OF WORK

- 4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:
- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
 - (b) engineering best practices/guidelines as available and/or adopted by the Township;
 - (c) this Agreement; and
 - (d) the applicable Permits issued under Section 3.1.
- 4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township.
- 4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.
- 4.4 **Stoppage of Work.** The Township may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the Township shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Township shall advise the Company immediately that it can commence the Work.
- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall:
- (a) coordinate its work with other existing and new occupants of the ROW;
 - (b) where the Company seeks access to a ROW with an existing transmission line, use its reasonable efforts to negotiate an agreement for the use of the supporting structures of the existing transmission line, failing which the Company shall apply to the CRTC for permission to access said support structures; and
 - (c) where the Company has installed a transmission line Within a ROW, use its reasonable efforts to reach an agreement for the use of the supporting structures of the Company's transmission line, where access to said support structures is requested by a Third Party.
- 4.6 **Existing Facilities.** The Company acknowledges that, due to space constraints, the placement of new Equipment Within a ROW that is occupied by the telecommunications facilities of a Third Party, save and except for Equipment to be placed on or in existing support structures of said Third Party, shall only be permitted in exceptional circumstances at the discretion of the Director.
- 4.7 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.8 **Emergency contact personnel.** The Company and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.9 **Emergency work by Township.** In the event of an Emergency, the Township may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the Township's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.10 **"As-built" drawings.** The Company shall, no later than sixty (60) days after completion

of any Work, provide the Director with accurate “as-built” drawings, prepared in accordance with such standards as may be required by the Director, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the Township’s GIS mapping. As-built information is provided a reference only. The Township shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the Township only and shall not be distributed or disclosed to other parties without prior written consent of the Company.

- 4.11 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with best practices/guidelines and to the satisfaction of the Township.

- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid.

- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with best practices/guidelines and to the satisfaction of the Township.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the Township until such time as the final repair is completed by the Company, or, where the Township is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the Township, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion

- 5.5 **Repairs completed by Township.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Township agree that the Township should perform the repair,

then the Township may effect such work necessary to perform the repair and the Company shall pay the Township’s reasonable and verifiable direct costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

- 6.1 **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other

suitable identification method (“**Locates**”), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
 - (b) in all other circumstances, within a time reasonably agreed upon by the Parties.
- 6.2. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the “**Mark-ups**”), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.
- 6.3. **Inaccurate Locates.** Where the Company’s Locates are found to be in error and, as a result, the Township is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company, the Township will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Township’s satisfaction, the Company will pay the Township for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. **RELOCATION OF EQUIPMENT**

- 7.1 **Township Request.** Where the Township requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the Township shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at the full and sole expense of the Company. The failure of the Company to relocate its equipment to the standard required by the Township and/or within the time period set forth above shall constitute a breach of this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement and/or Order in the Superior Court of Justice requiring the Company to complete the relocation of its Equipment at its full and sole cost.
- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at its own expense, the Company shall notify the Township of such request, in writing, and such request will thereafter be considered and administered by the Township acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the Township shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the Township shall not be permitted to unreasonably withhold, delay or condition its approval for such request.
- 7.3 **Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the Township’s compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Township to act then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at its full and sole cost.
- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the Township accommodating a third party (hereinafter “**Third Party Work**”), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The Township agrees to provide the Company with ninety (90) days’ notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from

the amendment or Relocation as a condition precedent to any such amendment or Relocation.

- 7.5 **Township efforts.** Where any relocation of Equipment occurs, the Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Township with all information the Township requires to enable it to process a Permit application, the Township shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- 7.6 **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the Township, have the right to:
- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the Township any Roads Permit fees, deposits and security associated with and required or demanded under applicable Township By-laws, as amended or replaced. The Roads Permit fees and charges and security requirements in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement. Payment of Roads Permit fees and/or security as referenced above are exempt from the invoice requirements of section 8.3.
- 8.2 **Fees.** The Company shall pay to the Township an installation fee in the amount of \$250.00 per kilometer of Equipment installed at each location for each Municipal Consent applied for by the Company and permit therefor granted by the Township during the term of this Agreement.
- 8.3 On or before the Effective Date, the Company shall pay to the Township the sum of ONE THOUSAND DOLLARS (\$1,000.00) to offset engineering, legal, and administrative costs associated with preparation of this Agreement.
- In addition to that set forth immediately above and on or before the Effective Date, the Company shall also pay to the Township the sum of FIVE HUNDRED DOLLARS (\$500.00) for administration of this Agreement during the Term hereof, calculated at the rate of ONE HUNDRED DOLLARS (\$100.00) per year of such Term.
- 8.4 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than thirty (30) days after the date of the invoice was received.

9. TERM AND TERMINATION

- 9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on August 1, 2021 and expire and terminate due to expiry on July 31, 2026 (the "**Initial Term**").
- (a) The Company in its sole discretion may renew this Agreement with the Township for three (3) separate consecutive renewal terms of five (5) years each. To exercise the first option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the Initial Term, failing which the Agreement will terminate due to expiry. To exercise the second option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the first valid five-year extension, failing which the Agreement will terminate due to expiry. To exercise the third option to renew, the Company must provide the Township written notice of such election to renew prior to the

expiry of the second valid five-year extension, failing which the Agreement will terminate due to expiry.

- (b) If a renewal is not exercised prior to the last day of the Initial Term or valid extension, this Agreement shall terminate immediately on the last day of the Term or valid extension, subject to paragraph 9.4 of this Agreement.

9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days' written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

9.3 **Termination by Township.** The Township may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Township in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new replacement agreement (a "New Agreement") is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the Township in writing that it no longer requires the use of any Equipment, the Company shall, at the Township's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**");
- (c) Where, in the reasonable opinion of the Director, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from

such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the Director, the Township may complete said work and the Company shall pay the associated Township's Costs.

- 9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. INSURANCE AND SECURITY

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in an amount and description as described below to protect the Company and the Township from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

- 10.2 **Comprehensive general liability occurrence-based insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Three Million Dollars (\$3,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of the Company as stated within this Agreement;
- (c) names the Township as an additional insured;
- (d) contains cross liability and severability of interest clauses.
- (e) the Company shall be required to carry at all times during this Agreement the following

- 10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the Township's standard form, the Township with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the Township as an "additional insured". Thereafter, the Company shall provide the Township with evidence of all renewals of the Company Insurance in a form acceptable to the Township.

- 10.4 **General insurance conditions.**

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.
- (b) The Township shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver for severability of interest; and
 - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days' notice to the Township by registered mail.
- (d) The Company will immediately notify the Township of any changes to or

cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Township.

- 10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board (“WSIB”) clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company’s personnel are working within the ROWs.
- 10.6 **Blanket Letter of Credit and Other Security.** If requested by the Township, the Company shall, within thirty (30) days thereafter, post an irrevocable blanket letter of credit, or other security in a form satisfactory to the Township’s Chief Administrative Officer, for the minimum amount of ten thousand dollars (\$10,000.00) (the “**Blanket Security**”). Once posted by the Company, the Township may draw upon the Blanket Security and apply the funds therein against any outstanding financial obligations owed by the Company to the Township under this Agreement.
- 10.7 **Blanket Security - Term.** The Blanket Security, if requested, shall be posted for a maximum of up to three (3) years and until such time as the Township determines that the Company has established a satisfactory business relationship with the Township. If the Township is required to draw upon the Blanket Security, the Township shall advise the Company and the Company shall, within fourteen (14) days thereafter restore the Blanket Security to its original value.
- 10.8 **Project-specific Security.** The Township may also request, and the Company shall provide, additional project-specific securities for Work projects in an amount equal to the estimated restoration costs of the projects as determined by the Township. The Township shall releasethe project-specific security once the Company has fulfilled the conditions of the applicable Permit relating to the restoration of the ROW to the satisfaction of the Township.

11. RESPONSIBILITY AND INDEMNIFICATION

- 11.1 **No liability Township.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the Township shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the Township or those for whom at law it is responsible.
- 11.2 **Company Indemnity.** The Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the Township, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Township and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal.
- 11.3 **Township Acknowledgement.** The Township hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **Township Indemnity.** The Township hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.
- 11.5 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

12.1. **Township not responsible.** The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the Township or those for which it is responsible in law.

12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Township or those for which it is responsible in law.

13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. FORCE MAJEURE

14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision

only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.

- 15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the services of a mutually agreed upon independent third party mediator. The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the Parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to legal proceedings and/or the CRTC, the mediator shall provide, without prejudice, a non-binding written recommendation for settlement, within thirty (30) days of holding a mediation. Upon receipt of the written settlement recommendation, if an agreement cannot be reached, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.
- 15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Township and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

16. NOTICE

- 16.1 **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

To the Township:

Corporation of the Township Malahide
87 John St. S., Aylmer, ON N5H 2C3

To the Company:

*****COMPANY NAME*****

- 16.2 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days’ prior written notice of such change to the other Party in the manner described above.

17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

- 17.1 Notwithstanding anything to the contrary herein, the Township, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, “**anything of value**” includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. “Governmental official” shall mean any person holding any level of legislative,

administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Township shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the Township or its representatives' failure to comply with Anti-Bribery Law. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives'. The Company shall have the right to audit the Township's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the Township has violated this Section 17. The Company shall have the right to immediately terminate all payments to the Township under this Agreement if the Township fails to comply with this Section 17.

18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the Township, provided that the Company has given notice to the Township.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.
- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

(Balance of Page Left Blank Intentionally)

(Signing page to follow)

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of:

CORPORATION OF THE TOWNSHIP
OF MALAHIDE

Date: _____

Dave Mennill, Mayor

Allison Adams, Clerk

We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

*******COMPANY NAME*******

Date: _____

Per:
Title:

I have authority to bind the Corporation

SCHEDULE "A"
Fees and Charges

Telecommunication Equipment Consent and Road User Agreement

Fee/Charge	Amount
Preparation of Agreement (as per Section 8.3)	\$1,000.00
Permit Fee	\$165.00 (per installation project, to a maximum of 6 kilometres)
Installation Fee (as per Section 8.2)	#.# km = \$_____ (calculated at \$250.00 per kilometer (to the closest half-kilometre) of fibre optic, coaxial or other nature or form of cables)
Contract Administration Fee (as per Section 8.3)	\$500.00 (\$100.00 per year, 5-yr term)



Report to Council

REPORT NO.: PW 21-57
DATE: October 7, 2021
ATTACHMENT: Harvest Bowl Presentation Slides from May 20th, 2021
SUBJECT: **HARVEST BOWL PROJECT: USE OF STATION 4 AND SOUTH DORCHESTER COMMUNITY HALL**

Recommendation:

THAT Report No. PW 21-57 entitled “Harvest Bowl Project Use of Station 4 and South Dorchester Community Hall” be received.

Background:

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.

At the Council meeting on May 20, 2021, Donna Lunn presented to the Council on behalf of the Harvest Bowl organization. In this presentation she advised that using South Dorchester Community Hall (“SDCH”) to prepare the vegetables and assemble their soup kits has been paramount to their success.

Ms. Lunn made three (3) requests: renovations to one bay of the Fire Station; additions to the outside of the building; and, additional cupboards in the kitchen. These 3 requests would provide additional space to assist with the challenges that are currently facing their volunteers, specifically: washing the dicer; scheduling food delivery; and, carrying food between the SDCH and the dehydrator (which is currently located outside, to the rear of the building).

The Council referred the request back to staff through the following resolution:

**“No. 21-224
Moved by: Rick Cerna**

Seconded by: Mark Widner

THAT the presentation received from Donna Lunn, on behalf of the Harvest Bowl Project, providing an update on the success of the Project be received;

AND THAT the request of the Harvest Bowl Project for additional usage of the South Dorchester Community Hall and Fire Hall #4 be referred to the Municipal Staff to work with Donna Lunn to develop a detailed plan for such facility use, and report back to the Council at a future meeting with respect to such plan, including any potential costs and estimated revenues.

Carried.”

At the May 20, 2021 Council Meeting it was also mentioned that input from the firefighters be canvased.

Comments/Analysis:

This follow-up report has been prepared with input from the Township’s firefighters (stations #3 and #4), the Acting Fire Chief, Don MacLean, and the Facilities Coordinator, Chris Cox.

Similar to the facility itself, this report is structured into two (2) sections (and in no particular order): The Fire Station, and the Community Hall. A concluding section will summarize the recommendations of Staff.

Fire Station

Acting Fire Chief Don MacLean and incumbent Fire Chief Jeff Spoor have canvassed the firefighter staff operating out of Station 4 for their input. They have also met with Donna Lunn to discuss and clarify the requests.

With regard to the general consensus of the Township’s firefighters (stations #3 and #4), it is believed that what the Harvest Bowl project is doing for our community and surrounding communities is a great thing, but having the project expand and move into one of the bays, at least in a semi-permanent manner, is not.

It was also provided that the firefighters themselves use the station for its own fundraising events, however such events are infrequent in comparison to what the Harvest Bowl desires, and the fundraising events are done so by the firefighters themselves who are prepared and/or have arrangements in place to properly respond to an emergency/fire call.

Notwithstanding, and with regard to the fire services operations, the following is provided in response to the 3 requests of the Harvest Bowl:

1. Storage for trays and food slicer/processor.

Fire Services staff are not agreeable to providing an area for this purpose as these items are significant in size and in order for fire services to function efficiently there is not sufficient space to accommodate this equipment.

It is suggested that, as an alternative, a sea-can could be placed in the parking lot (or other appropriate location) for their storage.

2. Build a walkway between the kitchen exit and their food hydrator

Fire Services are not opposed to this request as long as it is constructed to not affect the “man” door to the fire station and it does not interfere with fire apparatus exiting the building.

It is noted that temporary structures, such as collapsible tent-like structures, could achieve the same outcome.

3. Use of one firetruck bay (closest to the SDCH entrance on the west side) as a work space – cordon off this space to protect their equipment.

This request entails the Harvest Bowl and its volunteers occupying the one bay closest to SDCH (west side) on a semi-permanent basis given that there is always one empty bay (sometimes two).

If this bay is cordoned-off when the Harvest Bowl volunteers are working, if an emergency/fire call occurs, the entrance door to access the building from the rear would be blocked to firefighters. Secondly, the bay being occupied would prevent the fire vehicles from accessing the underground water storage tank, which is the primary water source in the area used for firefighting. Finally, not having access to this bay will hinder firefighter training opportunities, particularly in the winter months, as they use the engineered anchor points for rope training, and set up search and rope rescue and auto extrication training scenarios in the bay area.

As such, Fire Services staff are not agreeable to providing the requested firetruck bay (or any bay) on a semi-permanent basis.

As an alternative, one bay could be used for the group’s desired purposes provided it is only when they are working, and with all material, equipment, etc. being completely removed from such bay when finished so that it can be returned for firefighter use, or as quickly as possible in the event of an emergency/fire call.

Although Fire Services are generally hesitant to allow any non-fire related uses to occur in its facilities, the suggested alternative option could be considered as follows:

- i. Fire Services are willing to move one of the vehicles to allow access to the bay that is being requested.
- ii. Portable partitions could be used and stored in the sea-can referenced above when not in use. The use of partitions will allow large delivery trucks to back up to the hall, use the bay door to unload and access the kitchen in the closest manner possible.
- iii. Should an emergency/fire call occur while Harvest Bowl is using the facility they will have to remove all equipment, material and vehicles in an expedient manner (i.e., within 5-10 minutes), and with all volunteers situating

themselves within the SDCH so to not be in the way of, and clear of fast-arriving responders. Harvest Bowl would not be able to re-enter the Fire Station area until cleanup of fire apparatus has taken place.

- iv. At the end of each work session by the Harvest Bowl, all the partitions etc. would need to be cleared away.

In preliminary discussions with former Director of Fire and Emergency Services, Brent Smith, he had expressed support for the Council to consider a request of this nature being taken into a long-term plan, with a gradual implementation. This was based on his opinion shared with Council in his report No. F20-13 dated November 9, 2020 regarding proposing the merger of Station #3 (Springfield) and Station #4 (Lyons). The reduction of apparatus discussed in report No. F20-13 has not taken place to date.

Given that a long-term plan for Stations #3 and #4 remains undetermined, and that the purpose of a fire station is solely for providing emergency response, the Fire Services staff has concerns about increased use by the Harvest Bowl, and is generally not in support of sharing space in the fire station side.

Notwithstanding, the Fire Services could consider allowing such use by the Harvest Bowl subject to the above terms if Council can secure such in a clearly structured and signed Memorandum of Understanding ("MOU"), and on one-year terms only, with any annual renewals subject to Council approval.

It should be noted that any of the agreeable terms provided above could change during the preparation of any MOU.

Community Hall

There are some implications that will need to be addressed if the Harvest Bowl requests are to be implemented.

Firstly, the floor drains in the facility is not set up for food waste and the cost to set this up is not accounted for in the proposal. Other renovations to the facility can also have a deterrent for community rental if the look / working of the facility changes.

Secondly, the standard rental fees received from Harvest Bowl does not consider the additional costs that are incurred with their unique use of the facility. These additional costs are: the increased electricity for running the dehydrator; the added water usage for processing and clean up; the added maintenance cost for the upkeep of the building due to wear and tear, and minor damage caused with the moving of their equipment / products through the back hallway and stairwell; and finally, the added staffing costs for additional cleaning based on the nature of the work Harvest Bowl does at the facility.

Lastly, unlike conventional hall renters/users, additional storage space has been provided to Harvest Bowl in both the back hallway of the community hall and pretty much the entire basement on the community hall side. All of these items can be accommodated for, but the cost needs to be worked out.

Also, the image of this proposal in the eyes of other renters needs to be ensured in a positive nature and not one that will cause community complaints / loss of renters. It

should also be considered that the increased presence and use of the community hall by the Harvest Bowl has not been a concern of late largely due to the pandemic, where the hall hasn't been rented or used by other groups for obvious COVID-related reasons.

It was also noted that the Harvest Bowl desires to pay for the costs of new upper cupboards in the kitchen. There is existing countertops and cabinets; if new cupboards are to be installed by the Harvest Bowl, it is the opinion of Staff that such be a very close match with regards to cupboard style, trim and colour to that of the existing cabinets. Further, such cupboards would immediately become the sole property of the Township regardless of whether the Harvest Bowl decides to no longer utilize this facility.

Conclusion:

Staff are generally cautious, especially from an emergency response perspective, to consider the requests of the Harvest Bowl at this time.

Acknowledging the success of the Harvest Bowl, and the benefit that its program delivers to the community, if Council is desirous of further supporting the Harvest Bowl, Council should be very specific in its reasons if it is to support the requests.

In consideration of the program's success and its needs growing beyond the intended use and design of the fire station and community hall, Staff have provided workable solutions that should be implemented and secured at a minimum if Council desires to support and provide Harvest Bowl increased access to, and use of the facility.

As such, the following resolution can be considered by Council:

“THAT Report No. PW 21-57 entitled “Harvest Bowl Project Use of Station 4 and South Dorchester Community Hall” be received;

AND THAT the Council for the Township of Malahide acknowledges and appreciates the charitable success of, and the growing needs of the Harvest Bowl Program;

AND THAT in order to support the Harvest Bowl Project, and its continued presence in our community, the Council can support the requests made by Donna Lunn, on behalf of the Harvest Bowl Project as presented to Council at its Regular Meeting on May 20th, 2021;

AND THAT the Township's Facilities Coordinator, in consultation with Donna Lunn, the CAO, and Fire Chief, be directed to prepare a Memorandum of Understanding between the Township and the Harvest Bowl Project for additional usage of the South Dorchester Community Hall and Fire Hall #4 for Council consideration at its October 21st, 2021 meeting;

AND THAT the Memorandum of Understanding between the Township and the Harvest Bowl contain the minimum requirements, financial and otherwise, of the Township's Facilities Coordinator and Fire Services Staff."

Financial Implications to Budget:

There is currently no provision in the 2020 Budget for this project/program. Although it is recommended that the Harvest Bowl cover all costs that would be required for their various requests, in the event that Council were to approve the requests, an amendment would possibly be required.

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 various pillars and supporting goals of the ICSP can be generally interpreted to both support (through community building), as well as not support (through maintaining emergency preparedness) the requests of the Harvest Bowl.

Submitted by:	Approved by:
Chris Cox Facilities Coordinator	Adam Betteridge Chief Administrative Officer
Don MacLean Deputy Fire Chief	



Township of Malahide
May 20, 2021



2020 – 21 Highlights

Over 4000 complete soup kits donated!



6 Food Banks –through Elgin;
Into Oxford & Middlesex
- 4 Agencies /churches





16000 lbs of Food !!

Fresh local vegetables from local farmers and frozen vegetables from Bonduelle

Fresh green beans



Washed, diced, in dehydrator



Frozen Carrots & Potatoes



Dried Veggies stored in Bags & Pails





From Start....

Washing,



Prepping,



Dicing



Loading





..... To Finish





Even with Covid challenges...

- Dedicated Volunteers – and 18 new recruits !!
- Grants .. Red Cross; Elgin St Thomas Comm Foundation; Ont Trillium; Innovweave; New Horizons for Seniors
- Donations from churches...
- Local businesses...

Karcher – power washer (half price)

Elgin Dairy Producers - mats

Phil Mauer- tray storage & wash rack





Behind the Scenes

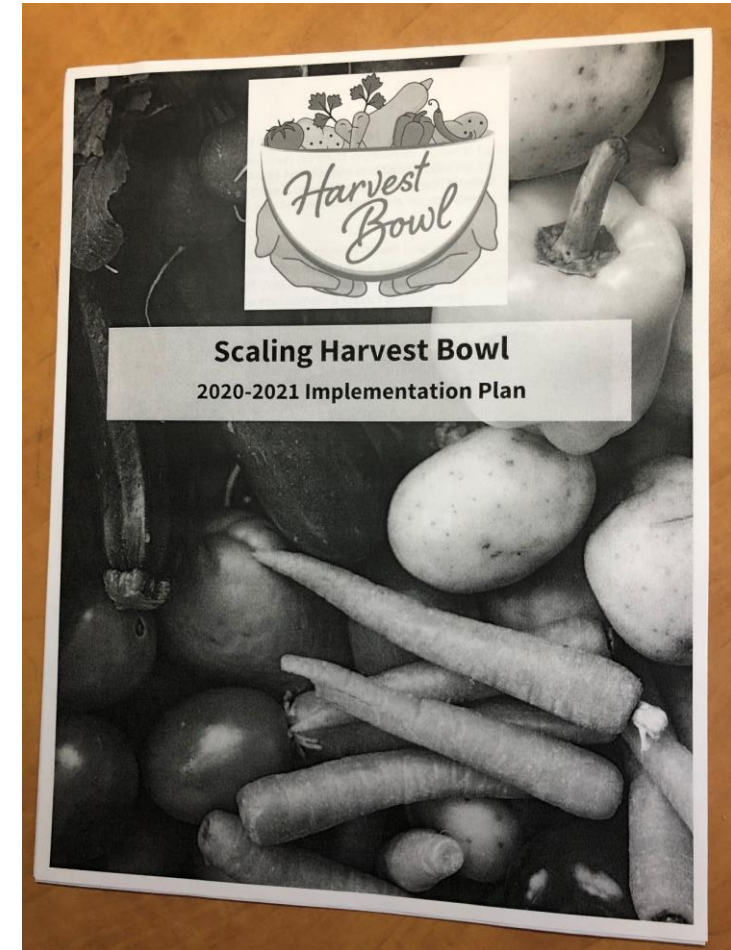
- Website – volunteer section, schedule, stories; new volunteer Lucy Thorel
- Grant writing – 3 last year; New one just announced;
- Created Covid Protocols; All volunteers Red Cross certified
- Determining volumes and marketing needs;
- Two sizes of soups – Family size and regular size
- Small packages of dried vegetables – waiting for feedback
- Nutritional analysis from University of Guelph - new labels





Sustainability

- Social enterprise of selling some soups at local food marts to sustain the cost of soup base, spices, bags, etc.
 - Pilot host will be Howe Farm Markets
- Business Case Studies done
 - Identified opportunity to grow & develop
- Our Board reviewed the research and agreed that our initiative is built on '*community*'. Our gleaning means that we give the extra or underutilized of what we have – the food, the fuel, the volunteer labour, the hall ... and that is how we wish to continue.
- I want to recognize The Township of Malahide as an equal partner in this venture & thank Council and Staff





Challenges

Challenges -

- Washing dicer – has to be outside; cuts out the winter months / inclement weather for us
- Scheduling for volunteers – want consistency
- Scheduling food – Bonduelle is also wanting consistency of timing: Want to plan for more food recovery and staff helping once a month
- Food carried outside between hall and dehydrator and back – health issue?
- Storage for our dicer and tray storage when back hallway is open to public.
- Timing of activities - We are busy in the fall, and then flexible with about 2 days a week so do not need a stand alone facility



Moving Forward

Potential Opportunity

- The use of the South Dorchester Community Hall has been paramount to the success of the Harvest Bowl Project
- But the limitations for cleaning equipment in the winter months is causing greater challenges as our success grows
- A need for permanent year-round cleaning is critical



Moving Forward

Potential Opportunity

- There are floor drains in each bay of the Firehall #4 which could facilitate washing dicer in winter. Always one bay is empty... sometimes two.
- We have done some preliminary research into using one of the bays to accommodate all our large 'wet' work. Harvest Bowl can pay for all renos and pay rent.
- This would accommodate a consistent food recovery timeline and volunteer schedule while allowing both the firehall and community hall can operate as usual. Also enable the Township to use some of their underutilized space while recovering some additional rent funds.



Report to Council

REPORT NO.: DS-21-49
DATE: October 7, 2021
ATTACHMENT: None
SUBJECT: **PURCHASE OF BUILDING PERMIT SOFTWARE -
CLOUDPERMIT**

Recommendation:

THAT Report No. DS-21-49 entitled “Purchase of Building Permit Software” be received as information;

AND THAT the Municipal Staff be authorized to proceed with the single-source award for the purchase and implementation of Cloudpermit building permit software.

Background:

At its September 2nd, 2021 Regular meeting, Council passed the following resolution (summarized):

“No. 21-386

Moved by: Max Moore

Seconded by: Rick Cerna

(...) AND THAT the Municipal Staff be directed to proceed with the procurement of an “e-permitting” software for the Building Services Division; (...)

AND THAT the position of “Director of Development Services” and “Development Services Coordinator” be declared redundant.

Carried.”

“E-Permitting” software has existed for a number of years for larger, urban municipalities, however there is now a more affordable option (“Cloudpermit”) that has been specifically designed and tailored for smaller, rural municipalities.

Cloudpermit has been implemented across Elgin County (currently used in West Elgin, Dutton Dunwich, Southwold, Central Elgin and most recently the City of St. Thomas) and the Province.

This software increases usability and access for anyone needing a building permit (it essentially allows anyone to apply online, at any time, and without having to attend to the office or have plans printed). It also allows applicants/builders to check permit status, upload revised drawings, provide online payments, book inspections and receive inspection reports instantly. For those who wish to apply in-person and/or with paper submissions, such option would remain.

Comments/Analysis:

The Township's CBO and other Staff (Including the CAO and IT Manager) have reviewed and evaluated the available options for E-Permitting software currently available.

In Staff's research of available options, only Cloudpermit provides all of the "front facing" functions that is desired, and whose annual cost to the Township comes in at \$20,000 or less. The larger systems used by other urban/regional municipalities exceed these fees and/or have initial purchasing and licensing fees greater than \$20,000.

Such "front-facing" items that Cloudpermit provides to the public/building community (and that other options do not) include:

- Customer can apply for permit at literally anytime of the day.
- Customer can track permit status at any time from application date to completion and throughout.
- Building plans & inspections scheduling available online at all times.
- Automatically notifies via email/text status updates, issued permit, missing information etc.
- Dedicated Building Permit Software.
- Online payment.

Benefits to the Township's Building Services Division would include:

- Availability of approved plans are on-line at all times.
- Reduces overhead costs related to time-consuming processes such as data entry and redundant filling of hand-written permit application documentation.
- Will integrate with the Township's database (Keystone) currently in place.
- Supports the building department objectives related to customer service, innovation and "open for business" platform.

If approved, Cloudpermit has stated that the system can be implemented within approximately one month after the initial purchase is completed. This tentative schedule would allow the system to be up and running as early as November/December of 2021, which is the preferred time for staff and applicants to become familiar with the new website portal and operational procedures before late winter/early spring of 2022 when the building activity picks up.

Procurement Policy Interpretation and Implications

The initial term of the Cloudpermit agreement would be for five years. The annual subscription fee (based on the Township's population size) will be \$12,000 plus a one-time implementation fee of \$3,000 (reduced from \$5,000 originally quoted). In accordance with Section 4.6 of the Township's Procurement By-law, a purchase of this amount allows for either a formal or informal process to be followed and the contract awarded by the staff.

Nevertheless, due to the implications that this purchase would have upon the departments operational budget, the CBO can advise that Staff have reviewed the ability of our current Keystone software as well as other similar software application providers who have similar types of e-permitting software services, and have determined that based upon the following considerations a non-competitive process to single source Cloudpermit is in keeping with the Township's policy, detailed as follows:

- The product and service that Cloudpermit currently offers is without a competitive vendor within the marketplace at this time.
- There is currently only a limited number of competitors whom offer similar (but not the same) "packages" of software which do not collectively compare to the Cloudpermit system offered (those that do are beyond \$20,000 annually).
- Cloudpermit has established itself as an industry leader and reputable provider (at this price range or lower) capable of implementation, processes and support of their product.
- The increasingly prevalent use of Cloudpermit in similar municipalities to Malahide is in keeping with the general interest of Malahide and the Province in offering uniform and consistent Building Code and permit-related services to the public throughout Ontario.

Interdepartmental Implications

- The Township of Malahide's IT Manager has been in communication with Cloudpermit when previously implemented in other Municipalities within Elgin County in which he also provides IT services, in relation to the process of implementation and has confirmed the systems compatibility with existing implemented Township hardware and software.

Financial Implications to Budget:

As previously stated, the initial term of the agreement is for five years. The annual subscription fee for Cloudpermit (based on the Township's population size) will be \$12,000 plus a one-time implementation fee of \$3,000 (reduced from \$5,000 originally quoted).

The annual subscription fee will increase by 5% for each subsequent 5-year renewal term. The only financial impact for 2021 would be the \$3,000 implementation fee as the annual subscription fee first invoice will be pro-rated against the calendar year. Subsequent full year invoices will be sent each January of the agreement.

The Building Services Division runs a balanced budget which has no implications on the tax levy. Therefore, the one-time implementation fee and the annual subscription fee in subsequent years would be funded by increased building activity or the Building Reserve.

Relationship to Cultivating Malahide:

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

One of the goals that support the “Our Government” Strategic Pillar relates to “Pursue New Partnerships”, particularly, exploring partnerships with regional public and private sector entities to effectively fill any gaps that may exist in the delivery of services.

Submitted by:	Approved by:
Scott Sutherland, Chief Building Official	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: CAO-21-13
DATE: October 7, 2021
ATTACHMENT: Letter from Chair Martyn with details about the proposed contract extension, and Draft Amending Agreement
SUBJECT: O.P.P. CONTRACT RENEWAL

Recommendation:

THAT Report No. CAO 21-13 entitled “O.P.P. Contract Renewal” be received;

AND THAT the Municipal Council proceed with the adoption of By-law 21-77 authorizing the Mayor and Clerk to sign an Amending Agreement in order to extend the contract with the O.P.P. until the 31st of December 2022.

Background and Comments/Analysis:

The contract with OPP that those municipalities in Elgin County, including Malahide, have executed expires on December 31st, 2021.

The new Community Safety and Policing Act (CSPA) is set to come into effect next year, and in order to ensure OPP service between the end of 2021 and the date when the CSPA comes into effect (i.e., bridge the gap), it is recommended that an amending agreement be executed that would have such service with the OPP conclude on the earlier of (i) the 31st day of December, 2022 or (ii) the date that the CSPA comes into force.

Financial Implications to Budget:

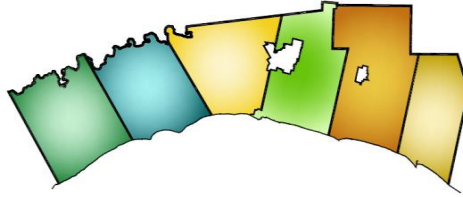
N/A.

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*.

The recommendations of this report do not conflict with ICSP.

Submitted by:
Adam Betteridge, Chief Administrative Officer



ELGIN GROUP POLICE SERVICES BOARD

Chair Sally Martyn

Tel. 519-631-1460

450 Sunset Drive

St. Thomas, ON N5R 5V1

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

September 7, 2021

Dear Mayor Mennill and Township of Malahide Council,

I write to you in my capacity as Chair of the Elgin Group Police Services Board (Elgin Group) to advise you that Elgin Group's contract with Ontario Provincial Police (OPP) expires on December 31st, 2021.

The new Community Safety and Policing Act (CSPA) is set to come into effect next year, and all contracts will become null and void at that time. Instead of entering into a new contract with the Ministry at year's end, the Elgin Group Member Municipalities have the option of extending the current contract for a period of one (1) year. Under the CSPA, all current contracts will become null and void and municipalities will no longer have the option to enter into a contract as the CSPA does not allow for it.

To extend the contract, Member Municipalities will be required to pass a By-law to amend the Agreement and extend the contract until the 31st of December 2022. I have enclosed a draft copy of the Elgin Group Amending Agreement, as provided by OPP. Additionally, I have enclosed a draft By-law prepared by Elgin Group's Secretary Administrator and reviewed by the County's Solicitor. Upon review of the draft Agreement, each Council is required to pass the By-law to amend the Agreement.

Please send a copy of the By-law, signed by both the head of Council or presiding officer of the meeting at which the By-law is passed and the Clerk, under the Corporation's seal to Legislative Services Coordinator – Carolyn Krahn (ckrahn@elgin.ca). Once each Member Municipality has passed the By-law, the Ministry will assemble the final copy of the Amending Agreement and will send it to the Member Municipalities for their signatures.

Earlier this year, Member Municipalities extended their contract with the OPP until December 31st, 2021. The Ministry has requested that each Member Municipality re-sign this Agreement (attached) to reflect a date change in Section 26:

26. Notwithstanding the date upon which this Agreement is signed, the term of this

Agreement shall commence on the 1st day of July **2015**, and shall conclude on the 31st day of December 2021.

Please return the signed Agreement to ckrahn@elgin.ca.

Do not hesitate to contact me directly if you have any questions

Yours very truly,

A handwritten signature in black ink, appearing to read "Sally Martyn", with a long horizontal flourish extending to the right.

Sally Martyn
Chair, Elgin Group Police Services Board

Enclosures:

1. Draft by-law and Draft Elgin Group Amending Agreement
2. Amending Agreement dated the 1st day of July, 2021

Cc: Elgin Group Police Services Board

This AMENDING AGREEMENT is from the 1st day of January, 2015 to the 31st day of December, 2022

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
("Ontario")

-and-

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

("the Elgin Group")

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1st day of January 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2022, as supported by:

Bylaw # XXXX, dated MMMM DDth, 2021 of the Corporation of the XXXX (attached as Schedule "A").

NOW THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2015, and shall conclude on the earlier of (i) the 31st day of December, 2022 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be

amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2021.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Municipality of West Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Bayham

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Southwold

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Central Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of
Dutton/Dunwich

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Malahide

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

DRAFT

Schedule “A”

**BY-LAW OF THE MUNICIPAL COUNCIL
Elgin Group**

DRAFT

By-Law Placeholder

DRAFT

Schedule "C"
OPP 2021 Annual Billing Statement

DRAFT

OPP 2021 Annual Billing Statement**Elgin Group**

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	18,079		
	Commercial and Industrial	885		
	Total Properties	<u>18,964</u>	177.48	3,365,653
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	1.4900%	132.26	2,508,169
Overtime			11.20	212,308
Court Security			9.54	180,918
Prisoner Transportation	(per property cost)		2.11	40,014
Accommodation/Cleaning Services	(per property cost)		4.68	88,752
Total 2021 Estimated Cost			<u>337.26</u>	6,395,813
2019 Year-End Adjustment				123,458
Grand Total Billing for 2021				<u>6,519,271</u>
2021 Monthly Billing Amount				543,273

OPP 2021 Annual Billing Statement**West Elgin M**

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	2,978		
	Commercial and Industrial	179		
	Total Properties	<u>3,157</u>	177.48	560,291
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.2165%	115.43	364,398
Overtime			8.34	26,340
Prisoner Transportation			2.11	6,661
Accommodation/Cleaning Services			<u>4.68</u>	<u>14,775</u>
Total 2021 Estimated Cost			<u>308.03</u>	<u>972,466</u>

OPP 2021 Annual Billing Statement**Bayham M****Estimated costs for the period January 1 to December 31, 2021**Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	2,717		
	Commercial and Industrial	136		
	Total Properties	<u>2,853</u>	177.48	506,339
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.2147%	126.67	361,403
Overtime			14.10	40,218
Prisoner Transportation			2.11	6,020
Accommodation/Cleaning Services			<u>4.68</u>	<u>13,352</u>
Total 2021 Estimated Cost			<u>325.04</u>	<u>927,332</u>

OPP 2021 Annual Billing Statement**Southwold Tp**

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,772		
	Commercial and Industrial	65		
	Total Properties	<u>1,837</u>	177.48	326,023
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.1701%	155.90	286,396
Overtime			10.48	19,260
Prisoner Transportation			2.11	3,876
Accommodation/Cleaning Services			<u>4.68</u>	<u>8,597</u>
Total 2021 Estimated Cost			<u>350.65</u>	<u>644,153</u>

OPP 2021 Annual Billing Statement**Central Elgin M**

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	5,708		
	Commercial and Industrial	257		
	Total Properties	<u>5,965</u>	177.48	1,058,644
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.5018%	141.62	844,788
Overtime			11.93	71,133
Court Security			30.33	180,918
Prisoner Transportation			2.11	12,586
Accommodation/Cleaning Services			<u>4.68</u>	<u>27,916</u>
Total 2021 Estimated Cost			<u>368.14</u>	<u>2,195,985</u>

OPP 2021 Annual Billing Statement**Dutton Dunwich M****Estimated costs for the period January 1 to December 31, 2021**Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,673		
	Commercial and Industrial	73		
	Total Properties	<u>1,746</u>	177.48	309,873
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.1472%	141.90	247,759
Overtime			13.43	23,455
Prisoner Transportation			2.11	3,684
Accommodation/Cleaning Services			<u>4.68</u>	<u>8,171</u>
Total 2021 Estimated Cost			<u>339.60</u>	<u>592,942</u>

OPP 2021 Annual Billing Statement**Malahide Tp**

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	3,231		
	Commercial and Industrial	175		
	Total Properties	<u>3,406</u>	177.48	604,483
Calls for Service				
	Total all municipalities	168,336,779		
	Municipal portion	0.2397%	118.45	403,426
Overtime			9.37	31,901
Prisoner Transportation			2.11	7,187
Accommodation/Cleaning Services			<u>4.68</u>	<u>15,940</u>
Total 2021 Estimated Cost			<u>312.08</u>	<u>1,062,937</u>



Report to Council

REPORT NO.: HR-21-15
DATE: October 7, 2021
ATTACHMENT: **Proposed COVID-19 Vaccination Verification Policy**
Southwestern Public Health Letter dated September 20, 2021
SUBJECT: **COVID-19 Vaccination Verification Policy**

Recommendation:

THAT Report No. HR-21-15 entitled “Proposed COVID-19 Vaccination Verification Policy” be received.

Background:

In August of 2021, in response to evolving data around the transmissibility of the Delta variant of COVID-19, the Provincial government announced mandatory COVID-19 vaccination policies for high-risk settings such as day care centres and long term care homes.

Further to this, under the recent advice of public health authorities and recommendations of both the Federal and Provincial government, all employers have been encouraged to be proactive and consider mandating a vaccination policy for all their employees. (Communication from Southwestern Public Health dated September 20, 2021 attached).

Being proactive, the Council for the County of Elgin at their meeting on September 14, 2021 proceeded to create and implement a mandatory vaccination policy for their workplaces. Many other government agencies, municipalities, post-secondary institutions and private sector employers have followed these recommendations.

In response to the above and Staff Report No. HR-21-14 seeking direction from Council, at it's Regular Meeting on September 16th, 2021 the following resolution was passed:

“No. 21-403

Moved by: Max Moore

Seconded by: Mark Widner

THAT Report No. HR-21-14 entitled "Workplace COVID-19 Vaccination Policy" be received;

AND THAT Township Staff be directed to develop a Vaccination Policy to be considered for adoption by Council at the October 7th, 2021 Meeting.

Carried."

Throughout the pandemic the Township has diligently assessed and followed the guidance of the government and public health agencies. At the same time, the Elgin County municipal CAO's have met frequently to discuss implementation from a County wide consistent approach. Although there are differences surrounding certain aspects of the pandemic response from the local municipal partners, primarily this County wide approach has been maintained.

Regarding a Vaccination Verification Policy, specifically, there is also expected to be slight differences amongst the municipalities, but will be largely following the format of the County of Elgin.

Comments/Analysis:

The Township Staff has prepared a draft "COVID-19 Vaccination Verification Policy" (hereinafter referred to as the "proposed policy" or "policy"). Such proposed policy carries the Township's commitment to compliance with all applicable public health and occupational health and safety advice, including privacy, human rights, and other pertinent laws governing workplaces. The policy would complement other workplace health and safety measures already in place, including daily screening, mandatory masking, physical distancing, hand hygiene, and enhanced cleaning.

The provisions of the proposed policy would incorporate a transitional phase, allowing for suitable and appropriate timing for unvaccinated staff or those preferring not to disclose vaccination status, to attend a mandatory education session on the benefits of vaccination.

Although the proposed policy is attached in its entirety, it proposes:

- (as per Sec. 4.0) that the following be subject to the policy: all active Employees (including members of Council), staff of contractors and consultants acting on behalf of the Corporation and performing work in Township facilities and/or buildings, volunteers (including members of the Township's Fire Department), interns, and students on placements;
- (as per Sec. 7.0) That those subject to the policy submit:
 - proof of vaccination status,
 - Rapid Antigen Test results, or,
 - an approved exemption, and meet the requirements outlined in the policy;
 and,

- the Township provide access to and administration of rapid testing, and at no cost, to such unvaccinated individuals subject to the policy up until Monday, November 22, 2021.

Accordingly, it is recommended that:

- the policy be introduced to all Township employees, including volunteer firefighters, effective October 11, 2021;
- all individuals outlined in the policy be required to provide proof of vaccination status by October 22, 2021;
- those individuals who indicate that they have not been vaccinated or who do not disclose their vaccination status by October 22, 2021, be subsequently required to attend a mandatory education session on the benefits of vaccination and become subject to additional safety measures including antigen testing; and,
- as of November 22, 2021 (being 4 weeks after the requirement to disclose proof of vaccination status), any individual subject to the policy who remains unvaccinated without an Accommodation Request, shall obtain a negative rapid antigen test, at his or her own expense and outside of working hours, in accordance with the policy.

It is also recommended that while this policy remains in force all new employees upon hire will be required to disclose their vaccination status and will be subject to the terms of the Vaccination Policy.

Township employees were provided with advance notice that a policy was being developed. Notice of, and the detailed practices and procedures related to this policy will be finalized and shared with employees as soon as they are complete. This will include information about how and where to securely submit proof of vaccination or exemptions, how to complete educational sessions, and where and how to be tested. Ongoing communications will ensure that questions are addressed and that employees have the information they need to be able to comply with the Policy.

Financial Implications to Budget:

The financial impact to the Municipality as a result of this proposed policy is currently unknown.

As of the date of this report it has been stated that the cost for each rapid antigen test kit is approximately \$40.00, however such kits will be obtained by the Township free of charge from the St. Thomas & District Chamber of Commerce. The number of individuals (i.e. councillors, employees, volunteer firefighters) that the Township would provide access to rapid antigen tests is unknown, but is estimated to be between 8-15 employees.

Staff have reviewed the process required for administration of such tests. If the policy is adopted as proposed, with the Township administering the Rapid Antigen Testing to unvaccinated staff up until November 22nd, the Township's Human Resources Manager can administer such tests. Staff time (for both the HR Manager and a Staff person

requiring the test) would be incurred dependent upon the ultimate number of individuals requiring such tests.

There is currently no provision in the 2021 Budget for this program, however it is expected that such incurred costs can be recovered through COVID-relief funding.

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.

Although the ICSP does not take into consideration this global pandemic, one of the goals that support the “Our Community” Strategic Pillar relates to “Keep(ing) Our Community Safe”.

Submitted by:	Approved by:
Gwen Tracey, CHRL Human Resources Manager	Adam Betteridge Chief Administrative Officer



East Elgin Community Complex Board of Management
<https://youtu.be/bg1ozF-43Rw>
September 8, 2021 – 7:00 p.m.
Virtual Meeting

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

Aylmer Council: Mayor M. French, Deputy Mayor S. Andrews, Councillor P. Barbour, Councillor T. Charlton, and Councillor A. Oslach.

Malahide Council: Councillor M. Widner, Councillor M. Moore, Councillor R. Cerna, Councillor S. Lewis and Councillor C. Glinski.

Staff: Aylmer Chief Administrative Officer A. Grozelle, Malahide Chief Administrative Officer A. Betteridge, Malahide Clerk Allison Adams, Aylmer Manager Parks and Recreation T. Polland, Aylmer Director of Legislative/ Corporate Services J. Brick, Aylmer Deputy Clerk/ Communications Coordinator O. Jaggard.

Absent: Councillor J. Chapman, Councillor Mary Hamm, Mayor D. Mennill

1. WELCOME - Chair - Mayor French

Aylmer Mayor M. French assumed the Chair and called the meeting to order at 7:00 p.m.

2. CONFIRMATION OF AGENDA

(a) Confirmation of Agenda

Resolution No.1-21

Moved by Member Charlton and seconded by Member Andrews:

That the Board adopts the Agenda for the meeting of September 8, 2021.

The motion is Carried.

3. **DECLARATION OF PECUNIARY INTEREST**

4. **DELEGATIONS**

5. **APPROVAL OF PREVIOUS MINUTES**

- (a) Minutes of the EECC Board Meeting held on June 2, 2021

Resolution No.2-21

Moved by Member Barbour and seconded by Member Andrews:
That the East Elgin Community Complex Board approves the minutes of the EECC Board Meeting held on June 2, 2021.

The motion is Carried.

6. **ACTION ITEMS**

- (a) EECC Administrator/CAO Aylmer - Report - 2021 Budget Variance Report

Resolution No.3-21

Moved by Member Andrews and seconded by Member Charlton:
THAT the Report respecting the 2021 Budget Variance, be received as information.

The motion is Carried.

- (b) EECC Administrator/CAO Aylmer - Report - 2021 Capital Status Report

Resolution No.4-21

Moved by Member Charlton and seconded by Member Andrews:
THAT the Report respecting the 2021 Capital Status, be received as information.

The motion is Carried.

- (c) EECC Administrator/CAO Aylmer - Report - 2021 Emergency Purchase

Resolution No.5-21

Moved by Member Giguère and seconded by Member Charlton:
THAT the Report respecting the 2021 Emergency Purchase, be received as information.

The motion is Carried.

- (d) EECC Administrator/CAO Aylmer - Report - Trillium – Community Building Fund

Resolution No.6-21

Moved by Member Widner and seconded by Member Lewis:

THAT the Report respecting the Trillium Grant, be received as information; and,

THAT the EECC Board support the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity; and

THAT the EECC Board request the support of the Councils of the Township of Malahide and the Town of Aylmer for the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity.

The motion is Carried.

- (e) Director of Corporate/ Legislative Services - Report - Use of Indigenous Images/ Themes in EECC Facility – Policy

Resolution No.7-21

Moved by Member Andrews and seconded by Member Giguère:

That Report CLRK 33-21 entitled Use of Indigenous Images/ Themes in EECC Facility – Policy, be received as information; and,

That the Board approves the Use of Indigenous Images/ Themes in EECC Facility Policy as presented; and,

That the Board directs EECC staff to send the Use of Indigenous Images/ Themes in EECC Facility Policy to the N’Amerind Friendship Centre for information and comment; and further,

That the Board directs EECC staff to take the necessary administrative actions to integrate the Policy with existing operational processes.

The motion is Carried.

7. INQUIRIES BY MEMBERS

8. CLOSED SESSION

9. ADJOURNMENT

- (a) Adjournment

Resolution No.9-21

Moved by Member Widner and seconded by Member Andrews:

September 08, 2021

That the Board meeting of September 8, 2021 be adjourned at 7:25pm.

The motion is Carried.

Clerk

Chair – Town of Aylmer Mayor



September 17, 2021

To: Mayor Mennill and Malahide Council

RE: Elgin County Cycling History Murals Project funded by the Bushell Bequest; Mural installation, north and east walls of the Port Bruce Public Washroom Building.

Following Malahide Council's approval of the washroom building in Port Bruce as an installation site for a mural at its meeting of March 18, 2021, Elgin County Museum proceeded with issuing a call to artists under a Request for Qualifications process led by the County's Purchasing Coordinator. We are now pleased to present to you the final selected design for the building:

East Wall

Here Dr. Perry Doolittle, the high wheel enthusiast from Luton, has stopped for a minute to admire the sunrise on the Catfish Creek bridge. He was a racer as well as a key figure in the Canadian Wheelman cycling organization in the 1880s and 1890s. The bridge is reminiscent of that period as is his riding outfit. Space has been provided to the left of the image for a plaque that will explain more about his high wheel and the life of Dr. Doolittle.

North Wall

The scene depicts one of the events from Port Bruce's past – the first Ford Picnic in 1915. A detail of two of the cars that lined the streets and pier that day has been included. Then as now, boys lived on their bicycles. Here two young boys, holding their catch of perch, happen by on their way home. Just by turning to their left, viewers will be able to see the same scene as it appears today. Boys on bikes may well be passing by just as they did 100 years ago.

Both images were created by Candy McManiman, an artist from Union. I have attached a view of the design for each wall. We expect that the artist will begin painting within the next two weeks in her studio, with installation sometime in October.

We are grateful to the municipality and to the village of Port Bruce for providing a "canvas" to a local artist on which to interpret some of the community's history.

Please let me know if you have any questions.

Mike Baker

Manager of Museum and Archives, County of Elgin

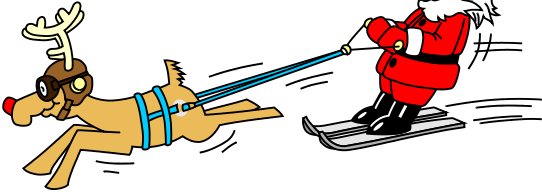
450 Sunset Drive N5R 5V1

mbaker@elgin.ca

County of Elgin
Community and Cultural Services
450 Sunset Drive
St. Thomas, On N5R 5V1
Phone: 519- 631-1460
www.elgincounty.ca







SPRINGFIELD SANTA CLAUS PARADE COMMITTEE

President

Rosemary A. Kennedy
R 4
Aylmer, ON
N5H 2R3
519-773-2751

Secretary

Kelly Pearson
PO Box 52
Springfield, ON
N0L 2J0
519-765-4021

September 14, 2021

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

Attention: Diana Wilson

Hi Diana

The Springfield Santa Claus Parade Committee consisting of Rosemary Kennedy and myself would like to have the 2021 Santa Claus Parade operate in a similar fashion as last year. Santa has agreed to come and do whatever we need him to do, so we are hoping to have the Malahide #3 Fire Department escort him around the Village barring any emergencies. This year we will not be having him park at Malahide Community Place prior to the tour as that was not well attended. A planned route will be set closer to the date and we will be sure to forward that to you if it changes from last year.

As usual the date and time is the first Saturday in December at 1 pm. This year that date is December 4th.

Thank you,

Kelly Pearson

Secretary

September 14, 2021

Town of Aylmer Council
Town of Malahide Council

Re: Ontario Trillium Fund – Community Building Capital Stream Opportunity

Dear Members of Council,

At their meeting on September 8, 2021, the East Elgin Community Complex Board of Management passed the below resolution:

Resolution No.6-21

Moved by Member Widner and seconded by Member Lewis:

THAT the Report respecting the Trillium Grant, be received as information; and, THAT the EECC Board support the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity; and THAT the EECC Board request the support of the Councils of the Township of Malahide and the Town of Aylmer for the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity.

The East Elgin Community Complex Board of Management requests the Town of Aylmer Council and Town of Malahide Council pass a resolution supporting the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity. The following template resolution is offered:

Resolution No. _____-21

THAT the Council of the _____ support the submission of the EECC parking lot rehabilitation to the Ontario Trillium Fund – Community Building Capital Stream opportunity.

AND THAT a letter of support be forwarded to the EECC Administrator for inclusion in the Ontario Trillium Fund – Community Building Capital Stream submission.

Thank you,

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

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 21-75

Being a By-law to authorize the execution of an Inter-Municipal Agreement between The Corporation of the County of Elgin, The Corporation of the Town of Aylmer, The Corporation of the Municipality of Bayham, The Corporation of the Municipality of Central Elgin, The Corporation of the Municipality of Dutton Dunwich, The Corporation of the Township of Malahide, The Corporation of the Township of Southwold, and the Corporation of the Municipality of West Elgin, for the joint sharing of a Fire Training Officer.

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 Inter-Municipal Agreement with The Corporation of the County of Elgin, The Corporation of the Town of Aylmer, The Corporation of the Municipality of Bayham, The Corporation of the Municipality of Central Elgin, The Corporation of the Municipality of Dutton Dunwich, The Corporation of the Township of Southwold, and The Corporation of the Municipality of West Elgin, for the Joint Sharing of a Fire Training Officer;

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

1. THAT the entering into an Inter-Municipal Agreement with The Corporation of the County of Elgin, The Corporation of the Town of Aylmer, The Corporation of the Municipality of Bayham, The Corporation of the Municipality of Central Elgin, The Corporation of the Municipality of Dutton Dunwich, The Corporation of the Township of Malahide, The Corporation of the Township of Southwold, and The Corporation of the Municipality of West Elgin, 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 Inter-Municipal 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 Inter-Municipal Agreement for Joint Sharing of a Fire Training Officer 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 7th day of October, 2021.

READ a THIRD time and **FINALLY PASSED** this 7th day of October, 2021.

Mayor, D. Mennill

Clerk, A. Adams

This Amending Agreement made effective the day of , 2021.

Between:

Corporation of the County of Elgin
(hereinafter "Elgin")

Of The First Part

And:

The Corporation of the Municipality of Central Elgin
(hereinafter "Central Elgin")

Of The Second Part

And:

The Corporation of the Municipality of Bayham, The Corporation of the Township of Malahide, The Corporation of the Township of Southwold, The Corporation of the Municipality of Dutton Dunwich, and The Corporation of the Municipality of West Elgin
(hereinafter, individually, "Bayham", "Malahide", "Southwold", "Dutton Dunwich", and "West Elgin" and, collectively, the "originally contracting local municipalities")

Of The Third Part

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WHEREAS Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, (hereinafter "FPPA" or "Act") sets forth the obligations of, among others, local municipalities for the provision of, among other things, fire protection services;

AND WHEREAS fire protection services includes, by definition, fire prevention and fire safety education as well as the training of persons involved in provision of such services;

AND WHEREAS the Act, by section 2(2), contemplates that, in discharging its statutory responsibilities, a local municipality shall establish fire departments;

AND WHEREAS the local municipalities within the territorial limits of the County of Elgin have established fire departments as contemplated by the Act, which fire departments operate under the leadership, guidance, and supervision of a Fire Chief appointed by each local municipality (hereinafter "local Fire Chief" or, collectively, "local Fire Chiefs");

AND WHEREAS the Act, by section 9(2), provides that it is the duty of the Fire Marshall to develop training programs and evaluation systems for persons involved in the provision of fire protection services and to provide programs to improve practices relating to fire protection services;

AND WHEREAS the Act, by section 10(1), provides at the Fire Marshall may delegate any power or duty that is granted to or vested in the said Fire Marshall under the Act to any person or class of persons, subject to such limitations, restrictions, conditions, and requirements as may be set forth in such delegation;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, contemplates and provides for agreements between municipalities for the provision of services which each such municipality is required to deliver and provide within its own territorial limits;

AND WHEREAS Elgin employs and has appointed a Fire Training Officer/Community Emergency Management Coordinator (hereinafter "Officer") as a resource person qualified and able, among other things, to assist in the development, co-ordination, and delivery of required training and education programs for fire service personnel, including special teams, in support of an associated with local fire training programs implemented under the direction and authority of local Fire Chiefs;

AND WHEREAS Elgin and the original contracting local municipalities entered into A Fire Training Officer Cost sharing Agreement ("Agreement"), effective the first day of June, 2020, pursuant to which Agreement the original contracting local municipalities agree to utilize the Officer to assist in the development, co-ordination, and delivery of required training and education programs for local fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of the local Fire Chiefs;

AND WHEREAS Central Elgin wishes to have access to and utilized the said services of the Officer to assist in the development, co-ordination, and delivery of required training and education programs for its local fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of its Fire Chief;

AND WHEREAS Central Elgin thereby wishes to be added as a contracting local municipality to the aforementioned Agreement amongst Elgin and the original contracting local municipalities on the same terms and conditions as set forth therein;

AND WHEREAS Elgin is prepared to agree to the addition of Central Elgin as a contracting local municipality pursuant to such Agreement and the original contracting local municipalities are prepared to consent to such necessary amendments to that end;

AND WHEREAS Elgin, Central Elgin, and the original contracting local Ms. Pauli's wish to reduce the terms and conditions of addition of Central Elgin as a contracting local municipality to the said Agreement.

NOW THEREFORE, in consideration of payment of the sum of ONE DOLLAR (\$1.00) now paid by Central Elgin to each of the other Parties hereto and the mutual promises and covenants hereinafter contained, the receipt and/or sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto agree and covenant as follows:

1. Preamble Paragraphs

The Parties hereby acknowledge the preamble paragraphs set forth above as accurate and, furthermore, agree that the said preamble paragraphs shall be deemed incorporated in and forming part of this Agreement.

2. Fire Training Officer Cost Sharing Agreement

Although not formally attached hereto, the Parties to this Agreement agree that the Fire Training Officer Cost Sharing Agreement, made effective the 1st day of June, 2020, executed by Elgin and the original contracting local municipalities hereto in counterparts, is deemed to be incorporated in and form part of the within Agreement.

3. Amendments to the Fire Training Officer Cost Sharing Agreement

The Parties to this Agreement agree that the Fire Training Officer Cost Sharing Agreement, made effective the 1st day of June, 2020, shall be amended as follows:

- (i) The list of Parties to the said Fire Training Officer Cost Sharing Agreement shall be amended by adding "The Corporation of the Municipality of Central Elgin" as the Party of the Seventh Part pursuant to the following wording between identification of The Corporation of the Municipality of West Elgin as the Party of the Sixth Part and the first preamble paragraph:

"AND:

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(hereinafter "Central Elgin")

Of The Seventh Part"

- (ii) The definition of "Fire Chief" in section 1.2 shall be amended by deletion of the words and punctuation mark "and West Elgin." At the end of such section 1.2 and substitution of the words and punctuation marks "West Elgin, and Central Elgin." therefor.

- (iii) The definition of "Contracting local municipalities" in section 13 shall be amended by deletion of the words and punctuation mark "and West Elgin." at the end of such section 1.3 and substitution of the words and punctuation marks "West Elgin, and Central Elgin." therefor.

- (iv) Section 7.2, relating to "Payment of Services Through Levy to Local Municipalities", shall be amended by deletion of the words " tier municipalities, as well as the Corporation of the Town of Aylmer and The Corporation of the Municipality of Central Elgin, as non-contracting local municipalities." and the following words substituted therefor:

" tier municipalities, as well as the Corporation of the Town of Aylmer as a non-contracting local municipality."

- (v) Section 10.3, relating to "Insurance/Save Harmless" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".

- (vi) Section 10.4, relating to "Insurance/Save Harmless" commitments, shall be amended by deleting the words "and" between "Southwold," and "West Elgin" in addition of the words "and Central Elgin" immediately following the words "West Elgin".

- (vii) Section 11.1, relating to "Release" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".

- (viii) Section 11.2, relating to "Release" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".

- (ix) Section 12.1, relating to delivery of Notices, shall be amended by adding the following at the end of the section, following reference to West Elgin contact information:

“To Central Elgin at: 450 Sunset Drive,
St. Thomas, Ontario N5R 5V1
Fax: (519) 631-4036

- (x) The signature blocks for the Parties to the said Fire Training Officer Cost Sharing Agreement shall be amended to provide the following signature block following the signature block for The Corporation of the Municipality of West Elgin:

“ The Corporation of the Municipality of Central Elgin

Per: _____
Name: Sally Martyn
Position: Mayor

Per: _____
Name: Paul Shipway
Position: Chief Administrative Officer “

and, by execution of this Amending Agreement, the signatures of the said municipal Ofc. shall be deemed to be completed and endorsed upon the said Fire Training Officer Cost Sharing Agreement, as then amended.

4. Balance of Fire Training Officer Cost Sharing Agreement To Remain Unchanged

The Parties hereto acknowledge and agree that all other terms, conditions, and provisions of the Fire Training Officer Cost Sharing Agreement, effective the 1st day of June, 2020, and as hereby amended, shall be and remain unchanged and binding upon each individual Party and all collective Parties then named and identified therein.

5. Consent of the Original Contracting Local Municipalities

in compliance with and as required by section 12.3 of the Fire Training Officer Cost Sharing Agreement, the original contracting local municipalities consent to the amendments to the said Fire Training Officer Cost Sharing Agreement as set forth in this Amending Agreement.

(Balance of Page Left Blank Intentionally)

6. Electronic Signatures / Signatures In Counterparts

THIS Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by the signature of authorized officials upon the dates and at the locations set forth below.

SIGNED, SEALED & DELIVERED

in the presence of

) **Corporation of the County of Elgin**

)

)

)

per:

Name: Tom Marks

Position: Warden

)

)

)

per:

Name: Julie Gonyou

Position: CAO/Clerk

)

)

We have authority to bind the Corporation

)

)

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

)

)

)

per:

Name: Sally Martyn

Position: Mayor

)

)

)

per:

Name: Paul Shipway

Position: CAO/Clerk

)

)

)

) **The Corporation of the Municipality of
Bayham**

)

)

)

per:

Name: Edward Ketchabaw

Position: Mayor

)

)

)

per:

Name: Thomas Thayer

Position: CAO/Clerk

)

)

We have authority to bind the Corporation

)

)

)

)

)

)

) The Corporation of the Township of Malahide

per: _____
Name: David Mennill
Position: Mayor

per: _____
Name: Michelle Casavecchia-Somers
Position: CAO/Clerk

We have authority to bind the Corporation

**The Corporation of the Township of
Southwold**

per: _____
Name: Grant Jones
Position: Mayor

per: _____
Name: Lisa Higgs
Position: CAO/Clerk

We have authority to bind the Corporation

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

per: _____
Name: Robert Purcell
Position: Mayor

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

We have authority to bind the Corporation

**The Corporation of the Municipality of
West Elgin**

per: _____
Name: Duncan McPhail
Position: Mayor

per: _____
 Name: Magda Badura
 Position: CAO/Treasurer

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

By-Law No. 21-77

A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE AN AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL FOR THE PROVISION OF POLICE SERVICES FOR THE ELGIN GROUP MUNICIPALITIES

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements;

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

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

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Township of Malahide to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December, 2021 and will conclude on the 31st day of December, 2022.

4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME this 7th day of October, 2021.

READ A THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF October, 2021.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 21-74**

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 October 7, 2021, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 7th day of October, 2021.

READ a **THIRD** time and **FINALLY PASSED** this 16th day of October, 2021.

Mayor, D. Mennill

Clerk, A. Adams