



The Corporation of the Township of Malahide

A G E N D A

September 15, 2022 – 7:30 p.m.

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

**** Note:** At this time, seating capacity is limited and those individuals with matters pertaining to agenda items will be prioritized for in person attendance.
The meeting is also streamed live on YouTube and available after for viewing.

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 7-20)**
- (D) Presentations/Delegations/Petitions
 - Presentation – Service Awards for Malahide Fire Services
 - Public Hearing – Minor Variance Application – Applicant, Margaret & Jeffrey Low, relating to property at Plan 226 Lot 24, Part Lot 25 (Geographic Township of Malahide), Township of Malahide, 3228 Imperial Road **RES 2-4 (Pages 21-31)**
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - Emergency Services Activity Report – August **RES 5 (Pages 32-35)**
 - (ii) Director of Public Works

-Lease Agreement Renewal for Springfield Library –**RES 6 (Pages 36-52)**

(iii) Director of Finance/Treasurer

(iv) Clerk

(v) Building/Planning/By-law

- Execute Agreement for Municipal By-law Enforcement Services- **RES 7(Pages 53-64)**

(vi) CAO

- Proposed Redistribution of Federal Electoral Districts - **RES 8(Pages 65-70)**

- Port Bruce Flooding, February 17th & 18th 2022 – Subsequent Update Report **RES 9(Pages 71-77)**

(F) Reports of Committees/Outside Boards **RES 10**

(i) Long Point Region Conservation Authority – Minutes of July 6, 2022
(Pages 78-84)

(G) Correspondence **RES 11**

1. Association of Municipalities of Ontario - Watch File – dated September 1, 2022 and September 8, 2022. **(Pages 2-5)**

2. Ombudsman Ontario – Annual Report. **(Page 6)**

3. Municipality of Brighton – Resolution seeking support regarding changes to be made to the Healthcare Connect System for Members of the Canadian Armed Forces. **(Page 7)**

4. Municipality of Central Elgin – Notice of Passing Zoning By-law– 285 Bridge Street. **(Page 8)**

5. Municipality of Central Elgin – Notice of Application & Public Meeting- Zoning By-law & Official Plan Amendment: **(Pages 9-10)**
– Eagle Ridge Phase 2
– Canterbury Place Extension

6. Municipality of Central Elgin – Notice of Public Meeting Concerning a proposed Draft Plan of Subdivision: **(Pages 11-12)**
- Karwood Ontario Ltd.
- 2561603 Ontario Ltd.

(H) Other Business

(I) By-laws

- (i) By-law No. 22-55 – Third Reading of Norton Street Drain **RES 12 (Pages 85-86)**
- (ii) By-law 22-62 – Off-Road Vehicle Amendment **RES 13 (Pages 87-88)**
- (iii) By-law 22-66-Springfield Library Agreement **RES 14 (Page 89)**
- (iv) By-law 22-67- Reduce speed on Carter Road **RES 15 (Page 90)**
- (v) By-law 22-68- Reduce speed on Chalet Line **RES 16 (Pages 91-92)**
- (vi) By-law 22-69- Reduce speed on Conservation Line **RES 17 (Page 93)**
- (vii) By-law 22-70- Reduce speed on Hacienda Road **RES 18 (Page 94)**
- (viii) By-law 22-71- Reduce speed on Rogers Road **RES 19 (Pages 95-96)**

(J) Closed Session

(K) Confirmatory By-law **RES 20 (Page 97)**

(L) Adjournment **RES 21**

*****VIDEOCONFERENCE MEETING***

Note for Members of the Public: IMPORTANT

Please note that the Regular Council Meeting scheduled to be held on September 15, 2022 will be via videoconference with limited seating 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 August 18, 2022 and September 1, 2022, be adopted as printed and circulated.
2. THAT the Committee of Adjustment for the Township of Malahide be called to order at 7:___ p.m. and that Mayor Dave Mennill be appointed Chairperson for the "Committee of Adjustment".
3. THAT Report No. DS-22-40 entitled "Application for Minor Variance – Jeffrey & Margaret Low" be received;

AND THAT the Application for Minor Variance – Jeffrey & Margaret Low, relating to the property located in PLAN 226 LOT 24, PART LOT 25 (Geographic Township of Malahide), be approved for the reasons set out herein;

AND THAT the approval be subject to the following conditions:

- 1) That the owner/applicant obtain the necessary Building Permit within 2 years from the date of decision to the satisfaction of the Chief Building Official, ensuring that the approved variance applies only to the proposed accessory structure as illustrated with the application; and,
 - 2) That the structure be constructed as per the details shown in the drawings as provided with the application (site location and architectural detail) to the satisfaction of the Chief Building Official.
4. THAT the Committee of Adjustment for the Township of Malahide be adjourned and the Council meeting reconvene at 7:___p.m.
 5. THAT Report No. F-22-12 entitled "Emergency Services Activity Report – August" be received.
 6. THAT Report No. PW-22-60 entitled "Lease Agreement Renewal for Springfield Library" be received;

AND THAT the current lease agreement between the County of Elgin and the Township of Malahide for the Elgin County Library – Springfield Branch be renewed for a further five (5) year period commencing on January 1, 2023 and ending on December 31, 2027.

7. THAT Report No. DS-22-49 entitled “Execute Agreement for Municipal By-law Enforcement Services” be received;

AND THAT Council proceed with the adoption of By-law No. 22-72 authorizing the Mayor and Clerk to sign an Agreement with Tenet Security Group for the provision of municipal by-law enforcement services for a six (6) month term.

8. THAT Report No. CAO-22-11 entitled “Proposed Redistribution of Federal Electoral Districts” be received;

AND THAT Staff be directed to coordinate efforts with Elgin County, Elgin local municipal partners, and the City of St. Thomas to represent interests and concerns pertaining to the proposed federal electoral boundary districts;

AND THAT the Mayor be directed, in coordination with the efforts of the County, its partners, and the City, to provide a written submission to the Federal Electoral Boundaries Commission for the Province of Ontario stating that Elgin County and the City of St. Thomas should remain fully contained and represented within one federal electoral district.

9. THAT Report No. CAO-22-11 entitled “Port Bruce Flooding, February 17th & 18th, 2022 – Subsequent Update Report” be received.

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

- (i) Long Point Region Conservation Authority Board of Directors – Minutes of July 6, 2022

11. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated September 1, 2022 and September 8, 2022. **(Pages 2-5)**
 2. Ombudsman Ontario – Annual Report. **(Page 6)**
 3. Municipality of Brighton – Resolution seeking support regarding changes to be made to the Healthcare Connect System for Members of the Canadian Armed Forces. **(Page 7)**
 4. Municipality of Central Elgin – Notice of Passing Zoning By-law– 285 Bridge Street. **(Page 8)**
 5. Municipality of Central Elgin – Notice of Application & Public Meeting- Zoning By-law & Official Plan Amendment: **(Pages 9-10)**
 - Eagle Ridge Phase 2
 - Canterbury Place Extension

6. Municipality of Central Elgin – Notice of Public Meeting Concerning a proposed Draft Plan of Subdivision: **(Pages 11-12)**
- Karwood Ontario Ltd.
-2561603 Ontario Ltd.
12. THAT By-law No. 22-55 being a By-law to provide for Drainage works on the Norton Street Drain, be read a third time, finally passed, and be properly signed and sealed.
13. THAT By-law 22-62, being a by-law to Amend the term schedule of By-law 17-51, as amended by By-law 20-80, to regulate the Use of Off-Road Vehicles in the Township of Malahide, be given first, second and third readings, and be properly signed and sealed.
14. THAT By-law 22-66, being a By-law to authorize the execution of an Agreement with the Corporation of the County of Elgin for the Springfield Library Lease Agreement, be given first, second and third readings, and be properly signed and sealed.
15. THAT By-law 22-67, being a By-law to prescribe a speed limit of 60 km/hr on a portion of Carter Road, be given first, second and third readings, and be properly signed and sealed.
16. THAT By-law 22-68, being a By-law to prescribe a speed limit of 50 km/hr and 60 km/hr on a portion of Chalet Line, be given first, second and third readings, and be properly signed and sealed.
17. THAT By-law 22-69, being a By-law to prescribe a speed limit of 60 km/hr on a portion of Conservation Line, be given first, second and third readings, and be properly signed and sealed.
18. THAT By-law 22-70, being a By-law to prescribe a speed limit of 60 km/hr on a portion of Hacienda Road, be given first, second and third readings, and be properly signed and sealed.
19. THAT By-law 22-71, being a By-law to prescribe a speed limit of 50 km/hr and 60 km/hr on a portion of Rogers Road, be given first, second and third readings, and be properly signed and sealed.
20. THAT By-law No. 22-73, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
21. THAT the Council adjourn its meeting at _____ p.m. to meet again on October 6, 2022, at 7:30 p.m.

The Corporation of the Township of Malahide

August 18, 2022 – 5:00p.m.

Special Virtual Meeting - <https://youtu.be/AXYtEXnPbTA>

Due to COVID 19 and Public Health concerns, the Malahide Township Council met via Zoom, at 5:00p.m. No public attendance was permitted. The following were present:

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

Staff via Zoom: Chief Administrative Officer A. Betteridge, Clerk A. Adams and Director of Finance A. Boylan

CALL TO ORDER:

Mayor Mennill took the Chair and called the meeting to order at 5:00p.m. Mayor Mennill asked the Clerk to for a roll call of members and staff present via zoom.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

N/A

CLOSED SESSION:

No. 22-340

Moved By: Max Moore

Seconded By: Rick Cerna

THAT Council move into Closed Session at 5:05p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following

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

Carried

No. 22-341

Moved by: Mark Widner

Seconded by: Max Moore

THAT the Council move out of Closed Session and reconvene at 5:58p.m. in order to continue with its deliberations.

Carried.

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

ADJOURNMENT:

No. 22-342

Moved By: Max Moore

Seconded By: Chester Glinski

THAT the Council adjourn its meeting at 5:59pm to meet again on September 1, 2022, at 7:30p.m.

Carried

Mayor – D. Mennill

Clerk – A. Adams

The Corporation of the Township of Malahide

September 1, 2022 – 7:30p.m.

Virtual Meeting - <https://youtu.be/jaYZz7VeD3s>

The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. The following were present:

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

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

Via Zoom: Councillor M. Moore

CALL TO ORDER:

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

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

Councillor Widner disclosed a pecuniary interest with respect to Council Agenda item D – Court of Revision – Norton Drain, item D-McDonald Drain Consideration and item E – Muilwijk Drain petition. The nature of the conflict being that a Junior Partner at Spriet Associates is an immediate relative of his.

MINUTES:

No. 22-343

Moved By: Rick Cerna

Seconded By: Max Moore

THAT the minutes of the regular meeting of the Council held on August 4, 2022, be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Court of Revision – Norton Street Drain 2022 relating to property at parts of Lot 74, Concession 7, in the Township of Malahide

Councillor Widner declared a conflict of interest with respect to Council Agenda item D – Meeting to Consider – Norton Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

No.22-344

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Norton Drain:

Mayor Dave Mennill (Chair)

Deputy Mayor Dominique Giguère

Councillor Rick Cerna

Carried

No.22-345

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT the Court of Revision for the Glinski Drain be called to order at 7:32p.m.

AND THAT Dave Mennill be appointed Chairman.

Carried

The Drainage Engineer, George Vereyken, of Spriet Associates provided an overview of the Glinski Drain application and assessments.

Chair Mennill inquired if any written comments/objections had been received and was advised that there were none.

Chair Mennill inquired if anyone wished to make comment regarding their assessment.

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

Mayor Mennill inquired if any members of Council had any questions concerning the Drainage Report and there were none.

No 22-346

Moved By: Rick Cerna

Seconded By: Dominique Giguère

THAT the Court of Revision members for the Norton Drain do hereby accept the recommendations of Drainage Engineer George Vereyken, Spriet Associates London Limited; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated June 22, 2022.

No 22-347

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT the Court of Revision relating to the Norton Drain be adjourned and the Council Meeting reconvene at 7:34p.m.

Carried

- Meeting to Consider – McDonald Drain Branch relating to property at parts of Lot 11, Concession 1, in the Township of Malahide

Drainage Engineer, George Vereyken, of Spriet Associates, appeared before the Council to present the Drainage Engineer's Report, dated June 24, 2022, regarding the Norton Drain and outlined the nature of the proposed work.

Mayor Mennill asked the Clerk if any correspondence or comments had been received. Clerk Adams indicated no comments had been received regarding the Norton Drain.

Mayor Mennill asked what the next steps were and Mr. Vereyken provided the next stages of the process.

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

Mayor Mennill inquired if any members of Council had any questions concerning the Drainage Report and there were none.

No.22-348

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the Engineer's Report for the McDonald Drain Branch E be accepted;

AND THAT By-law No. 22-61 being a by-law to provide for the McDonald Drain Branch E drainage works be read a first and second time and provisionally adopted.

Carried

No.22-349

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT the Court of Revision for the McDonald Drain Branch E be scheduled to be held on October 6, 2022, at 7:30 p.m.

Carried

The Mayor thanked Mr. Vereyken and he retired from the meeting. Councillor Widner returned to his seat at the table.

REPORTS:

Director of Fire & Emergency Services

- Emergency Services Activity Report – July

No.22-350

Moved By: Rick Cerna

Seconded By: Max Moore

THAT Report No. F-22-11 entitled “Emergency Services Activity Report – July” be received.

Carried

Director of Public Works

- Petition for Drainage – Muilwijk Petition

Councillor Widner disclosed a pecuniary interest with respect to Council Agenda item E – Muilwijk Drain petition. He retired from the meeting and abstained from all discussions and voting on the matter.

No.22-351

Moved By: Chester Glinski

Seconded By: Scott Lewis

THAT Report No. PW-22-56 entitled “Petition for Drainage – Muilwijk Petition” be received;

**AND THAT Mike Devos, P. Eng., of Spriet Associates Ltd., be appointed to prepare an Engineer’s Report for the Muilwijk petition, it being noted that the Petitioner is requesting this petition to be incorporated into the Engineers report currently being prepared for the construction of the Pressey Line Drain.
Carried**

Councillor Widner returned to his seat at the Council table.

-Amendment to the Use of Off-Road Vehicles By-law

No.22-352

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Report No. PW-22-57 entitled “Amendment to the Use of Off-Road Vehicles By-Law No. 20-80” be received;

AND THAT the effective term of By-law No. 20-80 be extended by a period of three (3) years to allow the continuance of the operation of Off-road Vehicles on specified highways within the Township.

Carried

- Port Bruce Provincial Beach Clean-up

Mayor Mennill provided an overview of the process for applying for the annual beach clean-up. Councillor Cerna inquired if a Ministry representative who is making the decision had been on site to look at the beach and Mayor Mennill noted a local supervisor provides an inspection report.

No.22-353

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Report No. PW-22-30 entitled “Follow Up Report: Port Bruce Provincial Beach Clean-up” be received.

Carried

Clerk

-Restricted Acts after Nomination Day

No.22-354

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT Report No. CLERK-22-10 entitled “Restricted Acts after Nomination Day (Lame Duck)” be received.

Carried

Building/Planning/By-law

- Application for Consent to Sever of Robert & Constance Foster

No.22-355

Moved By: Mark Widner

Seconded By: Scott Lewis

THAT Report No. DS-22-36 entitled “Application for Consent to Sever of Robert & Constance Foster” be received;

AND THAT the Application for Consent to Sever of Robert & Constance Foster, relating to the property located in Part Lot 8, Concession 6; RP 11R-6241 (Geographic Township of Malahide) be supported for the reasons set out in this Report;

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

Carried

- Application for Consent to Sever of William & Katherine DeSutter

No.22-356

Moved By: Mark Widner

Seconded By: Dominique Giguère

THAT Report No. DS-22-42 entitled “Consent Application of William and Katherine DeSutter” be received;

AND THAT the Application to Sever No. D10-E67-22 of William & Katherine DeSutter relating to the property located at Part Lot 103, Concession STR; and known municipally as 52339 Talbot Line, be supported for the reasons set out

in this Report;

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

Carried

-Application for Consent to Sever of Henry Hiebert c/o SBM Limited

Councillor Glinski inquired if this property would be able to be severed in the future. CAO Betteridge noted that if an application was submitted it would be referenced against the Provincial Policy Statement, the County Official Plan and the Malahide Official Plan to ensure conformance and how these documents are currently written a severance would be difficult to obtain.

No.22-357

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT Report No. DS-22-43 entitled “Application for Consent to Sever of Henry Hiebert” be received;

AND THAT the Application for Consent to Sever of Henry Hiebert (E-68-22), relating to the property located in Part Lot 33, Concession 4 S (Geographic Township of Malahide) be supported for the reasons set out in this Report;

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

Carried

- Zoning By-law Amendment Application of Leverton Developments

Mr. Steele of MBPC provided an overview of his report in relation to the changes submitted by Leverton Developments after the public meeting occurred on July 7, 2022.

Councillor Moore inquired how many units were now being proposed. It was noted that there are still six units being requested but the building height has been reduced.

Councillor Moore noted his disappointment that there was no public meeting after the updates to the application have been made. Councillor Glinski agreed with Councillor Moore regarding a second public meeting as there are still items that remain dangerous that need to be reviewed.

CAO Betteridge noted that the applicant's agent was available for questions and inquiries on the application changes.

Mr. Campbell, agent of Leverton Developments reiterated there had been a public meeting with public consultation which resulted in amendments to the application. Mr. Campbell recognizes that this is a new use for this area but there are policies that encourage this type of use. If there were any hazards identified another review would have been taken. The site lines being proposed adequate and place the building in line with the others. If there remain concerns with the use of the laneway those particulars can be reviewed as part of the site plan procedures.

Councillor Moore would like another public consultation so that the neighbours in that area know what is now being proposed. CAO Betteridge doesn't know if this would be worthwhile as technical changes have been made to the design to reduce its height to meet the maximum size but otherwise minimal changes are occurring to what has been originally proposed.

Mayor Mennill noted that neighbours had opportunity to voice opinions on the original but not on the amendment. CAO Betteridge confirmed that was correct.

No.22-358

Moved By: Chester Glinski

Seconded By: Max Moore

THAT Report No. DS-22-45 entitled "Zoning By-law Amendment Application of Leverton Developments" be received;

AND THAT the Zoning By-law Amendment Application No D14-Z10-22 of Leverton Developments, relating to the property located at Lot G, Concession South of Main Street, Registered Plan No.18; and known municipally as 51403 Ron McNeil Line, BE DEFERRED

Carried

- Site Plan Control Activity Report

Mayor Mennill inquired if the current septic system meets the increase as it was installed for a maximum number of students. CAO Betteridge noted there has been changes to the fixtures in the building and depending on the calculation and that it could be suitably sized and the building department is monitoring it for an interim period.

Councillor Widner inquired what the term monitoring meant. CAO Betteridge further explained that there are devices that are installed into the lines that monitors the flows that will send notifications in advance of any potential backup problems.

Councillor Widner also inquired the number of washrooms within the school. CAO

Betteridge noted that the number of washrooms wasn't dealt with in the site plan process.

Councillor Glinski noted his surprise to add that many classrooms in portables to double the size of the school. CAO Betteridge explained that those decisions and approvals of accommodations were made by the school board and doesn't pertain to the Township. The Township has ensured that the proposal through the site plan process addresses this growth.

Councillor Glinski noted that there never was enough parking for staff. CAO Betteridge referenced the 12 additional spaces for parking on the site plan and that buses were being redirected to the back of the school.

Deputy Mayor Giguère wanted to clarify that the number of washrooms is neither a site plan or building code item but rather a public health issue to ensure adequacy.

No.22-359

Moved By: Mark Widner

Seconded By: Dominique Giguère

THAT Report No. DS-22-44 entitled "Site Plan Control Activity Report" be received.

Carried

- Shared Review of Building & Planning Fees

Councillor Glinski inquired why this process couldn't be performed in house as it was done 5 years ago and didn't take a year to complete.

CAO Betteridge referenced the importance of the fee review and necessity to perform the due diligence so that building and planning services are properly assessed.

No.22-360

Moved By: Scott Lewis

Seconded By: Dominique Giguère

THAT Report No. DS-22-47 entitled "Shared Review of Building and Planning Fees" be received;

AND THAT a review of Building and Planning Fees and Charges for the Township of Malahide be awarded to Performance Concepts Consulting Inc., of Uxbridge, Ontario at a cost to the Township of no greater than \$35,000.00 (plus HST);

AND THAT the Chief Administrative Officer be authorized and directed to take the necessary actions to enter into an agreement with Performance Concepts

Consulting Inc. to undertake such review.

Carried

- Municipal By-law Enforcement Service Agreement

Councillor Moore inquired if this new company will be looking after the parking in the Village of Springfield as there continues to be problems with transport trucks and trailers being parked and encroaching views and streets.

CAO Betteridge stated that by-law enforcement is complaint driven and that having an enforcement officer back in the area with this new company would hopefully lead to a more effective service. He noted that a service agreement could be arranged for a six month or a year term to ensure service standards are met.

Deputy Mayor Giguère pointed out that this new company appears to be taking on a lot of work with other municipalities but have they provided assurance they can meet this demand. CAO Betteridge posed that question to Tenet knowing the struggles the former company had endured and it seems that they have addressed these potential areas of concern. Deputy Mayor Giguère agreed with the six month agreement term.

Councillor Glinski inquired if this service can be reviewed so that it is not complaint driven. CAO Betteridge noted that Council would have passed a By-law as to how By-law enforcement was to be initiated and if we don't conform to. There may be opportunities to have certain matters investigated without a formal complaint submitted.

Councillor Moore referenced a parking By-law that was endorsed by Malahide and other municipalities within Elgin and where that By-law is. CAO Betteridge noted that staff would look into this.

No.22-361

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT Report No. DS-22-39 entitled "Municipal By-law Enforcement Service Agreement" be received;

AND THAT Council declares that the existing service agreements with Municipal Enforcement Unit be terminated effective immediately;

AND THAT Staff be directed to bring forward a Service Agreement with Tenet Security Group for by-law enforcement services for Council's review.

Carried

CORRESPONDENCE:

No. 22-362

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT Ontario Sheep Farmers correspondence seeking support to alter Municipal By-laws to consider the use of livestock guardian dogs when developing Animal By-law be supported.

Carried

No. 22-363

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the following correspondence be noted and filed:

- 1.Association of Municipalities of Ontario - Watch File – dated August 4, 2022, August 11, 2022, August 18, 2022 and August 25,2022. (Pages 2-12)**
- 2.County of Elgin – Council Highlights – August 9, 2022. (Pages 13-15)**
- 3.City of Brantford – Resolution seeking support of municipalities that oversee lands within the Haldimand Tract Land Dispute. (Pages 16-19)**
- 4.County of Oxford – Public Notice of Official Plan Amendment OP 22-16-9. (Page 24)**
- 5.County of Oxford – Public Notice of Official Plan Amendment OP 22-17-9. (Page 25)**

Carried

OTHER BUSINESS:

No.22-364

Moved By: Max Moore

Seconded By: Chester Glinski

THAT the Springfield Santa Claus Parade Committee request to facilitate the Springfield Santa Claus Parade be authorized to be held on Saturday, December 3, 2022, at 1:00 p.m;

AND THAT a copy of this resolution and request from the Springfield Santa Claus Parade Committee be forwarded to the County of Elgin for their information;

AND THAT if required the Chief Administrative Officer/Clerk be authorized and directed to enter into an Agreement with the County of Elgin to permit the temporary closure of Ron McNeil Line within the Village of Springfield on December 3, 2022, to facilitate the parade.

Carried

CONFIRMATORY:

No. 22-365

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT By-law No. 22-63, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 22-366

Moved By: Chester Glinski

Seconded By: Mark Widner

THAT the Council adjourn its meeting at 8:30 p.m. to meet again on September 15, 2022, at 7:30p.m.

Carried

Mayor – D. Mennill

Clerk – A. Adams



Report to Committee of Adjustment

REPORT NO.: DS-22-40
DATE: September 15, 2022
ATTACHMENT: Application, Site Plan
SUBJECT: **Application for Minor Variance – Jeffrey & Margaret Low**
LOCATION: PLAN 226 LOT 24, PART LOT 25 (Geographic Township of Malahide)

Recommendation:

THAT Report No. DS-22-40 entitled “Application for Minor Variance – Jeffrey & Margaret Low’ be received;

AND THAT the Application for Minor Variance – Jeffrey & Margaret Low, relating to the property located in PLAN 226 LOT 24, PART LOT 25 (Geographic Township of Malahide), be approved for the reasons set out herein;

AND THAT the approval be subject to the following conditions:

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

Background:

The subject application for Minor Variance (application no. D13-MV-05-22, “the Application”) has been submitted by Jeffrey & Margaret Low to seek relief from the required front yard and side yard setbacks of the ‘Village Residential 2 (VR2)’ zone to allow for the reconstruction of a dwelling.

The Application relates to the property located at PLAN 226 LOT 24, PART LOT 25 (Geographic Township of Malahide) and known municipally as 3228 Imperial Road.

The Township of Malahide Committee of Adjustment has scheduled a Public Hearing for this application to be considered on September 1, 2022.

Comments/Analysis:

The subject lands comprise a rectangular-shaped parcel that is situated within the Village of Port Bruce on the north side of Imperial Road. The lot has an approximate area of 455.2 square metres (0.11 ac.) with a depth of approximately 30.1 metres and a frontage of approximately 15 metres on Imperial Road.

The subject property is undersized and contains an existing dwelling and two accessory structures. The existing dwelling does not meet the requirements of the Zoning By-law with a front yard setback of 1.29 metres and a side yard setback of 0.31 metres. The owner is proposing to demolish and replace the existing dwelling with a new dwelling. However, due to the lot being undersized, the proposed dwelling would not be able to meet the requirements of the Zoning By-law. One of the accessory structures is also proposed to be demolished.

The subject lands are situated in an area that predominantly consists of low density residential uses. Residential lots in the area are of generally similar size and are characterized by smaller dwellings that are situated closer to the street.

County of Elgin Official Plan

The subject property is designated as 'Tier 2 Settlement Area' on Schedule 'A' of the Land Use Plan. A range of uses are permitted under this designation, including residential uses (Section B2.5 d). In Tier 2 Settlements, the character of residential areas is to be maintained and it is to be ensured that land uses are compatible (Section C1.1.1).

Malahide Official Plan

The subject property is designated as 'Recreational Residential' and '100 Year Floodway' on Schedule 'C' of the Township of Malahide Official Plan. The Recreational Residential designation permits seasonal and permanent residential uses. The Floodway policies of the Official Plan do not permit the construction of new buildings or structures, except for when an existing structure is being enlarged or replaced and does not result in the increase in the total ground floor area of the building (Section 5.2.1). The existing dwelling has a floor area of 111.5 m² and is not proposed to increase for the proposed new dwelling.

Malahide Zoning By-law No. 18-22

The subject property is zoned 'Village Residential 2 (VR2)' on Schedule 'D', Map No. D3 of the Township's Zoning By-law No. 18-22. The VR2 zone permits low density residential uses including single detached dwellings.

The table below identifies the development standards within the Zoning By-law for lands zoned Village Residential 2 (VR2) as they relate to the proposed development. It is

noted that the subject property has an existing lot area and lot frontage that is undersized. The Zoning By-law permits existing undersized lots to be used for permitted uses provided the other requirements of the Zoning By-law are met.

Table 1. Village Residential 2 (VR2) Zone Requirements

Zoning Provision	Required	Proposed	Complies?
Min Lot Area	1,850 m ²	455.2 m ²	No*
Min Lot Frontage	25 m	15 m	No*
Min Front Yard	6 m	2.5 m	No
Min Interior Side Yard	2 m	1 m	No
Min Exterior Side Yard	6 m	N/A	Yes
Min Rear Yard	7.5 m	>7.5 m	Yes
Max Lot Coverage	30%	24.6%	Yes
Max Height	10.5 m	7.31 m	Yes
Min Floor Area – Dwelling	90 m ²	111.5 m ²	Yes
Max. Number Dwellings	1	1	Yes

*Existing lots with less than the minimum lot area/frontage are permitted to be used for buildings and structures, as per Section 4.10 of the Zoning By-law.

The minor variance application is requesting a reduced minimum front yard setback of **2.5 metres**, where the By-law requires a minimum **6 metres**, and a reduced side rear yard setback of **1.0 metre** where the Zoning By-law requires a minimum **2.0 metres**.

General Comments

As of the date of writing this report, there have been no comments received from members of the public, internal departments, or external commenting agencies.

The Township's Consulting Planner has also reviewed and provides the following comments:

As noted above, the applicant is seeking reductions to the minimum front yard and side yard setbacks. As noted above, the applicant is seeking reductions to the minimum front and rear yard setbacks. The intent of the front yard setback is to establish a uniform streetscape, provide adequate building separation from the road and to ensure that the functionality of the roadway is maintained. The proposed setback would bring the subject property into greater conformity with the requirements of the Zoning By-law than the existing setback. It is also noted that several of the existing dwellings in the area also have reduced front yard setbacks and so the proposed application would be consistent with other dwellings along Imperial Road that are located closer to the street.

The intent of the side yard setback is to ensure the adequate building separation and provide access to the rear of the property. The subject property has an existing reduced frontage. The proposed side yard setback to the west property line would be greater than the existing setback and bring the structure into greater conformity with the Zoning By-law.

The proposed single detached dwelling is a permitted use under the Official Plan and Zoning By-law. The requested variances would allow for the reconstruction of a dwelling

an undersized lot and would be consistent and compatible with existing dwellings on Imperial Road. It is not anticipated that there would be any negative impacts on surrounding properties.

Based on the above analysis, the proposed minor variance to permit the construction of a new dwelling with a reduced front yard and rear yard setback would maintain the general intent and purpose of the Official Plans, maintains the general intent and purpose of the Zoning By-law, is desirable for the appropriate use of the subject lands, and is minor in nature.

Financial Implications to Budget:

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

Relationship to Cultivating Malahide:

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

The proposed minor variance addresses a deviation from a standard of the Township of Malahide Zoning By-law and would have no direct relationship or bearing upon the document.

Submitted by:	Reviewed by:
Eric Steele, BES Monteith Brown Planning Consultants, <u>Consulting Planner for the Township</u>	Jay McGuffin, MCIP, RPP Monteith Brown Planning Consultants

Approved by:
Adam Betteridge, Chief Administrative Officer

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

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

The undersigned hereby applies to the Committee of Adjustment for the

TOWNSHIP OF MALAHIDE

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

1. OWNER(S)

- a) Name Margaret and Jeffrey Low
- b) Mailing Address 116 Virginia Cresc.
London, ON N5X 3G2
- c) Telephone No. 519-660-0103
- d) Fax No. N/A low0103@rogers.com

2. SOLICITOR / AUTHORIZED AGENT

- a) Name Margaret and Jeffrey Low
- b) Mailing Address 116 Virginia Cresc.
London, ON N5X 3G2
- c) Telephone No. 519-660-0103
- d) Fax No. N/A

3. LOCATION OF LAND

- a) Lot and Plan or Concession No. lot 24 pt lot 25 Plan 226
- b) Street No. and Name 3228 Imperial Road - Port Bruce

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

Name:

Address:

N/A

N/A

5. Nature and extent of relief applied for:

Side Yard Setback 2.0m required approx 1m requested
Front Yard Setback 6.0m req'd approx 2.4m requested
dwelling is being demolished & replaced with a new
dwelling. ZBL requires a new structure to comply with all zoning
requirements.

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

The size of lot does not allow for compliance.

7. Dimensions of the land affected:

a) Frontage (m)

15.087 M

b) Depth (m)

30.175 M

c) Area (sq.m / ha)

455.25 sq m

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

a) Existing

Single Storey 111.5 m² G.F.A.

width = 11.28 m depth = 12.65 m height = 4.27 m

b) Proposed

Single storey 111.5 m² G.F.A.

width = 11.28 m depth = 13.21 m height = 7.31 m

9. Date of acquisition of subject land:

1964

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

1940's & 1960's.

11. Existing uses of the subject property:

year round second residence

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

13. Existing uses of abutting properties:

- | | |
|----------|-----------------------------|
| a) North | <u>residential</u> |
| b) East | <u>vacant - residential</u> |
| c) South | <u>Imperial Road</u> |
| d) West | <u>residential</u> |

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

a) Method of Water Supply (if applicable)

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

b) Method of Sanitary Waste Disposal (if applicable)

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

15. Applicable Official Plan designation(s): Recreational Residential + Flooding (100y)

16. Applicable Zoning By-law zone(s): VR 2

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

- a) Yes ☐ No ☒

If Yes, describe briefly:

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

- Yes ☐ No ☒

Municipal Freedom of Information Declaration

In accordance with the provisions of the Planning Act, it is the policy of the Township Planning Department to provide public access to all development applications and supporting documentation.

Personal information contained on this form is collected pursuant to the Planning Act, R.S.O. 1990, O.Reg 200/96 as amended and will be used for the purpose of determining permission for minor variance. The personal information collected will be maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

In submitting this development application and supporting documentation, I Marg and Jeff Low, the owner/authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the Township of Malahide to post a Change of Use sign and municipal staff to have access to the subject site for purposes of evaluation of the subject application.

Margaret R. Low
Signature

29 07 2022
Day Month Year

[Signature]
Signature

29 07 2022
Day Month Year

STATUTORY DECLARATION

I, Jeff Low of the Township of Malahide.
 (Name of Applicant) (City, Municipality, Town, Township)
 in the County of Elgin
 (County / District / Region)

SOLEMNLY DECLARE THAT the information provided in this application as required under Section 45 of the Planning Act R.S.O. 1990 and Ontario Regulation 200 / 96 as amended is true.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and affect as if made under oath.

DECLARED before me

Township of Malahide
 (City, Municipality, Town, Township)

in the County of Elgin
 (County / District / Region)

this 29th day of July, 2022.

A Adams

A Commissioner, etc.

[Signature]
 Signature of Applicant or
 Authorized Agent *

Allison Adams, a Commissioner
 for taking Affidavits, Pursuant to
 R.S.O. 1990, C.17, Para. 1(2)

* If authorized agent, a letter from the owner of the property must accompany this application.

APPLICATION FEE to accompany \$2,000.00, payable to the Township of Malahide.

REQUIRED SKETCH FOR MINOR VARIANCE APPLICATIONS

APPLICANT NAME

Marg & Jeff Low.

ADDRESS

3228 Imperial Rd.

Lot

Concession

Municipality

Registration Plan No.

Quarter of Township Lot

N.E. ☐N.W. ☐S.W. ☐S.E. ☐

See Sketch Instructions on the following page.

See attached sketch

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

ALL DIMENSIONS MUST BE IN METRIC



Report to Council

REPORT NO.: F-22-12
DATE: September 15, 2022
ATTACHMENT: None
SUBJECT: EMERGENCY SERVICES ACTIVITY REPORT - AUGUST

Recommendation:

THAT Report No. F-22-12 entitled “Emergency Services Activity Report – August” be received.

Comments:

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

Department Responses

The Malahide Fire Services responded to thirty-four (34) incidents. A comparison of these incidents to the same month of previous years is shown in the bar graph at right:

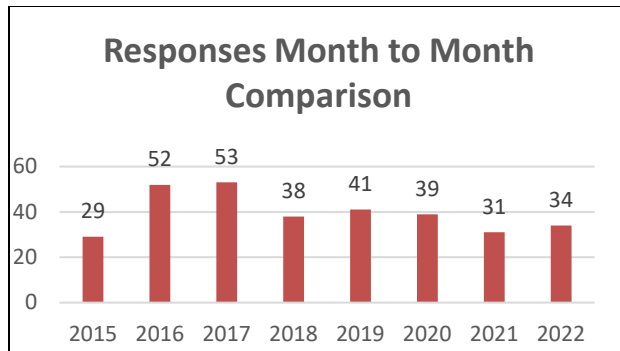
Medical incidents accounted for approximately fifty-nine percent (53%) of all incidents in the subject month. Incident by type is shown on the chart at right.

The average age of persons requiring medical response was 57 with a 28/72 male/female ratio.

The split of incidents (North/South) was:

South Station: 23

North Station: 11



Month by Type	#
Fire	3
Burn Complaint	1
Alarm Malfunction	4
CO Alarm	0
Public Hazard - Wires Down	1
Technical Rescue MVC	7
Technical Rescue Other	0
Medical	18
Assisting Other Fire Department	0
Total	34

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

There were two fires with a combined estimated total dollar loss of \$151,000 and dollar saved of \$1,600,000.

This month's fire safety message was "Practice your home escape plan".

Fire Prevention Staff had no (0) activities for fire prevention instruction or public education.

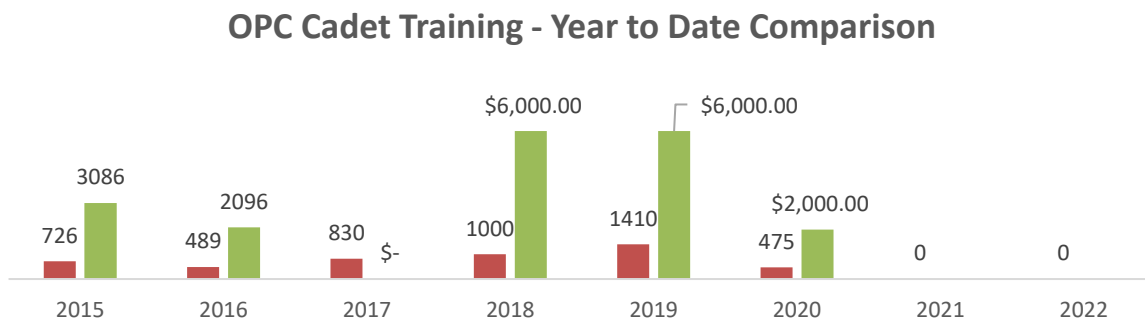
For this month the Staff conducted no inspections. No inspection orders for non-compliance were issued.

Ontario Police College ("OPC")

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

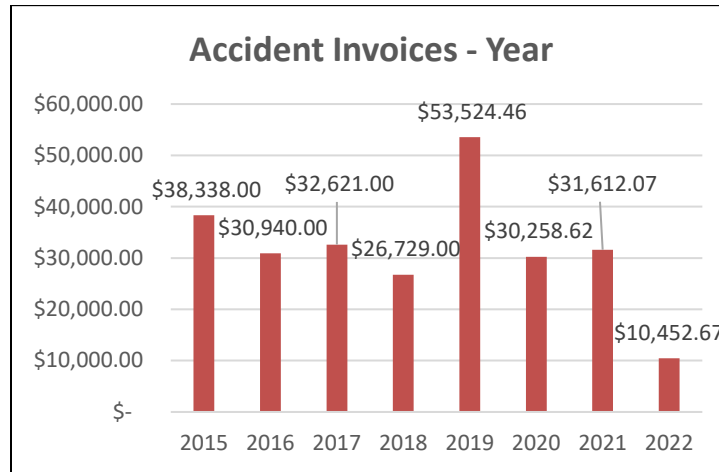
The Fire Chief has met with representatives of OPC and we will be training cadets during their fall intake beginning in September, 2022.

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



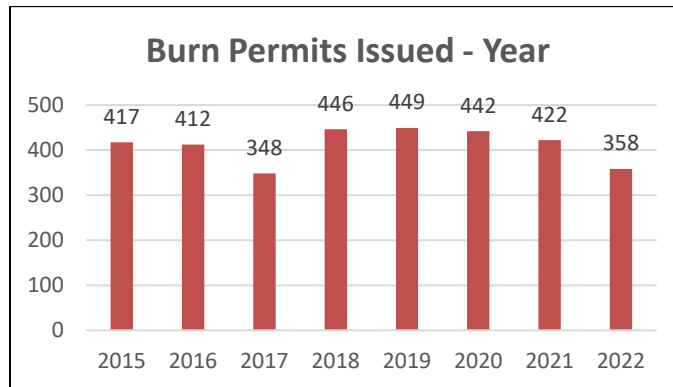
Motor Vehicle Collision Revenues

Malahide Fire Services responded to seven (7) motor vehicle collisions (“MVC”) in August, 2022. Year-to-date invoicing for services provided (e.g. to MTO and to non-residents of Malahide), and total for prior years, is provided at right:



Burn Permits

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



General

Automatic Aid Agreement(s)

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

Mutual Aid

Malahide Fire Services was not requested for Mutual Aid assistance, Mutual Aid was requested from Bayham for tanker support once (1) in the subject month.

Emergency Management Program

Emergency Response

Port Bruce Flooding Review of the EM processes continues to be discussed.

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

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

Training: TBD.

Next Emergency Management Program Committee meeting: TBD.

2022 Program Compliance Activities

EMPC Meeting – TBD

ERP Review – TBD

Annual Exercise – TBD

Malahide Flood Plan Review – TBD

Annual CCG Training – TBD

Relationship to Cultivating Malahide:

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

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

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



Report to Council

REPORT NO.: PW-22-60
DATE: September 15th, 2022
ATTACHMENT: Lease Agreement for Springfield Library
SUBJECT: LEASE AGREEMENT RENEWAL FOR SPRINGFIELD LIBRARY

Recommendation:

THAT Report No. PW-22-60 entitled “Lease Agreement Renewal for Springfield Library” be received;

AND THAT the current lease agreement between the County of Elgin and the Township of Malahide for the Elgin County Library – Springfield Branch be renewed for a further five (5) year period commencing on January 1, 2023 and ending on December 31, 2027.

Background:

The Township has received notice from the County of Elgin requesting a renewal to the Springfield Library Branch Lease at the Malahide Community Place in Springfield. The current lease agreement will expire on December 31, 2022.

Comments/Analysis:

The original standardized lease agreement for the Springfield Library Branch was adopted by both the County and the Township in 2007 for a five-year period. This lease agreement was subsequently renewed by the parties' subject to the same terms and conditions for an additional five-year period in the years 2012-2016 and 2017-2022.

The Township Staff have reviewed the request for lease renewal and have no objections. It is recommended that the lease renewal be approved for a further 5-year period commencing on January 1, 2023 and ending on December 31, 2027.

Financial Implications to Budget:

In the event that the Council agrees to renew the lease agreement, the 2023 Budget will be adjusted accordingly to reflect the new 2023 base lease rate of \$17.00 per square

foot. Subsequent years of the lease will be subject to an annual CPI adjustment on this rate.

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 Community” Strategic Pillar relates to “Showcase Local Culture & Heritage”. Facilitating Library Services and investing appropriately in municipal arts and cultural infrastructure works to support this goal.

Submitted by:	Approved by:	Approved for Council by:
Chris Cox <u>Facilities Manager</u>	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

THIS LEASE made in triplicate this ____ day of _____, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 12105 Whittaker Road, Springfield, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the Springfield Library as part of Malahide Community Place; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

Definitions

- 1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31st in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1st of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

Premises

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one thousand, eight hundred and fifty (1,850) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
 - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
 - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
 - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

- d. The right, subject to normal reservation protocols of the Lessor, have access to and be permitted to use the community activity room for specialized library programs at no cost whatsoever, provided that Elgin is paid up to date with regard to the annual rent payment(s) described in sections 8 and 9 of this Agreement.
- 4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

TERM

- 5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

RENEWAL

- 6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
- 7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

RENT

- 8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of THIRTY-ONE THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS (\$31,450.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.

9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments, with the 2023 payments being in the amount of SEVEN THOUSAND, EIGHT-HUNDRED AND SIXTY TWO DOLLARS AND FIFTY CENTS (\$7,862.50), exclusive of taxes, due and payable to the Lessor on March 31st, June 30th, September 30th and December 31st in each calendar year during the term of this Agreement or any renewal thereof, commencing March 31st, 2023.
10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

ELGIN COVENANTS

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:
 - a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
 - b. To use the Leased Premises only for the purpose of Library Services;
 - c. To use the Leased premises in a good and tenant-like manner;
 - d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
 - e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
 - f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
 - g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
 - h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
 - i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
 - j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
 - k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
 - l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
 - m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;

- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.
- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

LESSOR COVENANTS

- 12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:
 - a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.

- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;
- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";

- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;
- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

ALTERATIONS, PARTITIONS AND IMPROVEMENTS

13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and

from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.

14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.
16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

SIGNAGE

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

DEFAULT BY ELGIN

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin, as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

DEFAULT BY LESSOR

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

TERMINATION

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31st of any calendar year.

25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

OVERHOLDING BY ELGIN

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

FORCE MAJEURE

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

GENERAL

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.
29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such

that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Township of Malahide
87 John Street
Aylmer, ON, N5H 2C3
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin
450 Sunset Drive
St. Thomas, ON, N5R 5V1
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several

and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.

38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

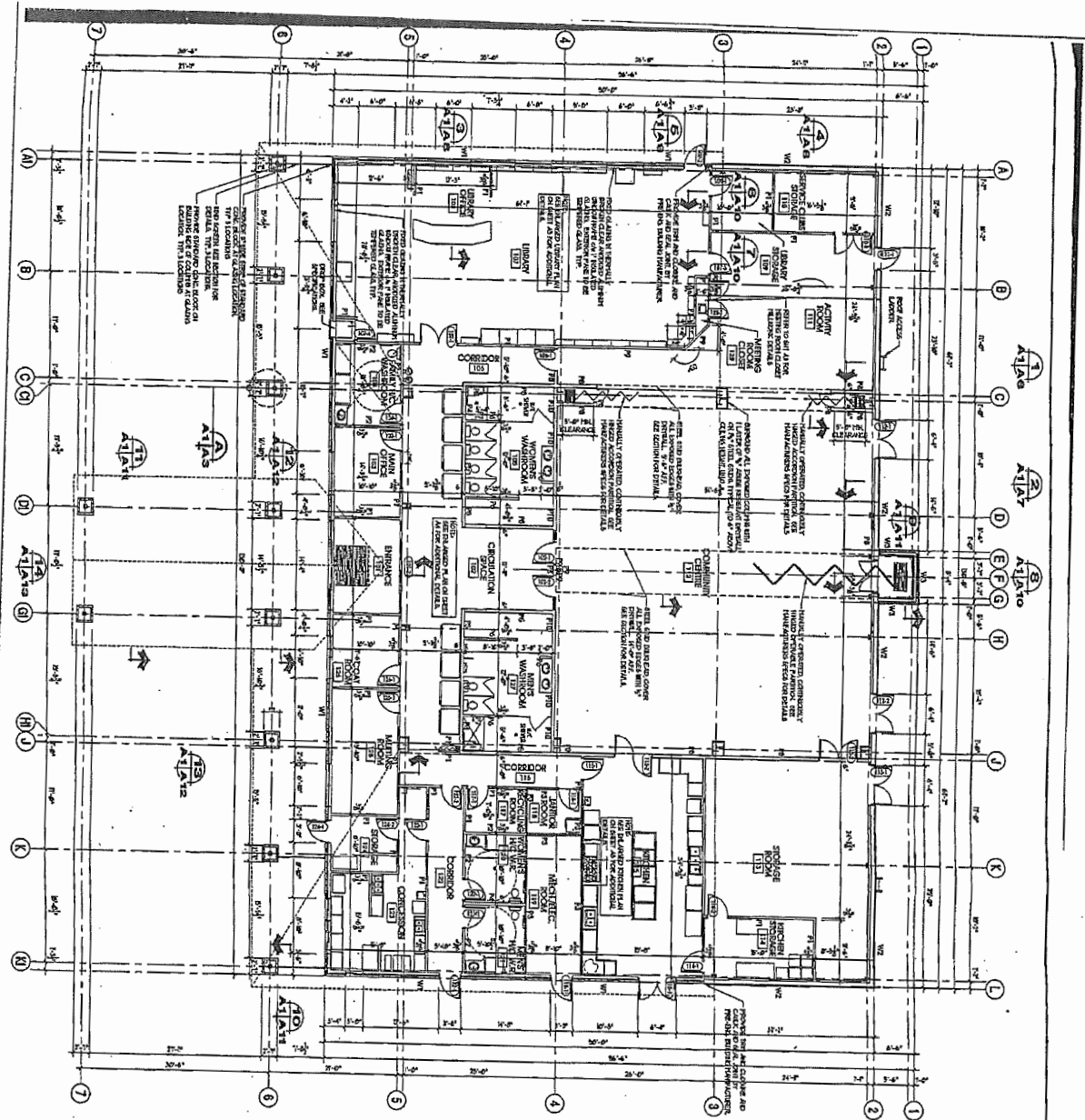
IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

	) Corporation of the County of Elgin
)
)
)
	) per: _____
	) Name: _____
	) Position: Warden
Date: _____)
)
)
	) per: _____
	) Name: Julie Gonyou
	) Position: Chief Administrative Officer
)
	) <i>We have authority to bind the corporation</i>
	) The Corporation of the Township of
	) Malahide
)
)
)
	) per: _____
	) Name: Dave Mennill
	) Position: Mayor
Date: _____)
)
)
	) per: _____
	) Name: Adam Betteridge
	) Position: Chief Administrative Officer
)
	) <i>We have authority to bind the corporation</i>

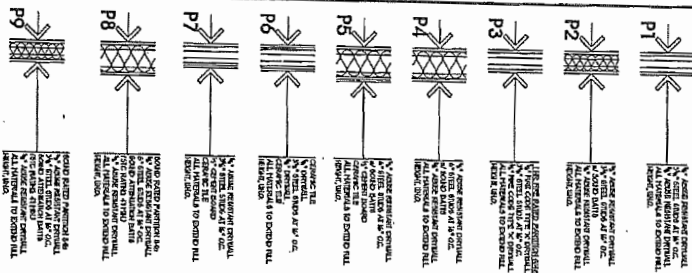
SCHEDULE "A"

SPRINGFIELD LIBRARY LEASE AGREEMENT

Part of Flax Mill Property, Registered Plan 120, Township of Malahide (formerly Village of Springfield), County of Elgin.

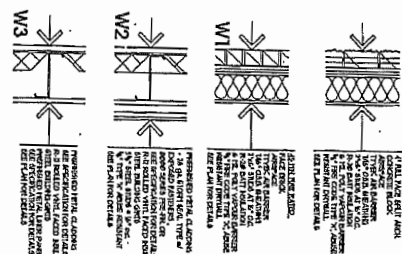
**OR PARTITION TYPE SCHEDULE**

AN FOR ADDITIONAL INFORMATION)
\$ TO EXTEND FULL HEIGHT U.N.O.)
TANT DRYWALL TO BE INSTALLED TO 8'-0" A.F.F.)



EXTERIOR WALL TYPE SCHEDULE

(SEE FLOOR PLAN FOR ADDITIONAL INFORMATION)
(ALL MATERIALS TO EXTEND FULL HEIGHT U.N.O.)
(IMPACT RESISTANT DRYWALL TO BE INSTALLED TO 8'-0" A.F.F.)



FLOOR PLAN

**MALAHIDE
COMMUNITY PLACE
TOWNSHIP OF MALAHIDE**

architects
LONDON LTD.
engineers
135 York Street - London, W6A 1AB
phone: (0181) 672-4100 fax: (0181) 433-9255
e-mail: mail@archltd.co.uk

SPRIET
ASSOCIATES

A - detail no.
B - location sheet
C - detail sheet

BEFORE PROCEEDING WITH THE WORK

revisions	date	no
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ISSUED FOR TENDER	31/07/19	△
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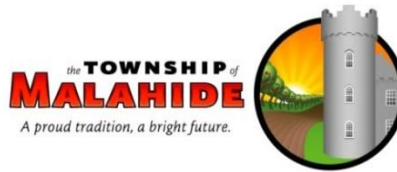
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SCHEDULE 'C'
LESSOR CLEANING SERVICES

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Daily for Open Days
2	Wash tile floors and dust all entrances, exits and storage rooms.	Daily for Open Day
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Daily for Open Days
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Daily for Open Days
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Daily for Open Days
11	Empty wastepaper and recycling baskets	Daily for Open Days
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.



Report to Council

REPORT NO.: DS-22-49
DATE: September 15, 2022
ATTACHMENT: Draft Agreement
SUBJECT: EXECUTE AGREEMENT FOR MUNICIPAL BY-LAW
ENFORCEMENT SERVICES

Recommendation:

THAT Report No. DS-22-49 entitled “Execute Agreement for Municipal By-law Enforcement Services” be received;

AND THAT Council proceed with the adoption of By-law No. 22-72 authorizing the Mayor and Clerk to sign an Agreement with Tenet Security Group for the provision of municipal by-law enforcement services for a six (6) month term.

Background:

At its September 1st, 2022 Regular Meeting Council received report no. DS-22-39 and passed the following resolution:

“No.22-361
Moved By: Rick Cerna
Seconded By: Mark Widner

THAT Report No. DS-22-39 entitled “Municipal By-law Enforcement Service Agreement” be received;

AND THAT Council declares that the existing service agreements with Municipal Enforcement Unit be terminated effective immediately;

AND THAT Staff be directed to bring forward a Service Agreement with Tenet Security Group for by-law enforcement services for Council’s review.

Carried”

Comments/Analysis:

A draft service agreement (“Agreement”, attached) has been discussed with Tenet. It is understood that the Agreement, for the most part, contains the same provisions and terms that has been executed, or close to being executed, by the other municipalities looking to utilize Tenet for By-law Enforcement Services. Township Staff are satisfied with the terms of the Agreement.

The Agreement is structured to provide a six (6) month service contract to the Township, such being a temporary basis given that the Township is in the process of exploring a formal shared by-law enforcement service with the Municipality of Bayham.

Financial Implications to Budget:

The full cost of the by-law enforcement services is included in the 2022 Operational Budget as previously approved by Council.

Relationship to Cultivating Malahide:

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

One of the goals that supports the “Our Community” Strategic Pillar is “Keep Our Community Safe”. By providing a mechanism to enforce Township by-laws, the Council is achieving this goal.

Submitted and Approved by:
Adam Betteridge, Chief Administrative Officer

Schedule "A" to Township of Malahide By-law No. 22-72

AGREEMENT made this ____ day of September, 2022.

BETWEEN:

Tenet Security Group Incorporated,
(Hereinafter the "**Contractor**")

and

The Township of Malahide,
(Hereinafter the "**Township**")

WHEREAS the Council of the Township deems it expedient to enter into a contract to provide services for the enforcement of municipal by-laws and provincial offences;

AND WHEREAS both parties hereby mutually covenant and agree that all services and supplies provided to the Township by the Contractor, shall be on the following terms and conditions;

NOW THEREFORE be it enacted as follows:

ARTICLE 1 - INTERPRETATION

1. Definitions

In this Agreement:

- a) "CAO" means the Chief Administrative Officer of the Township of Malahide, or designate.
- b) "Agreement" means this agreement and all schedules which may be a part thereof.
- c) "Manager" means the Manager of Building Services/By-law Enforcement of the Township of Malahide, or designate.

2. Severability

If any one or more clauses or paragraphs, or part or parts thereof, in this Agreement are illegal or unenforceable, it or they shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or part/parts of clauses had never been included.

3. Number and Gender References

Whenever a word imparting the singular number only is used in this Agreement, such word shall include the plural, and words imparting either gender or firms or corporations shall include the person or other gender and firms or corporations where applicable. Any reference to the terms of this Agreement shall, unless the context otherwise required, be deemed to include any renewals thereof.

4. Headings

The headings appearing in this Agreement have been inserted as a matter of convenience, for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement or of any provisions thereof.

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. Changes, alterations, or modifications to this Agreement will be effective in stated in writing and signed by the parties hereto.

6. Representations

Each party represents that it is authorized to enter into and perform this Agreement in all respects is in full compliance with all applicable federal legislation provincial statutes and/or regulations, and further represents that it is duly authorized hereunto.

ARTICLE II - TERMS

7. Terms and Nature of Contract

The Township hereby agrees to contract the services of the Contractor, who accepts such conditions, and agrees to serve the Township to provide services for the enforcement of by-laws, and any other legislation requested by the Township for a 6-month term. The contract will commence on the execution date of this Agreement and subject to any changes to the scope of work and subject to the provisions of this Agreement and services required as outlined on Schedule 'A' and Schedule 'B' attached hereto.

The Township and the Contractor further agree that the Township has the option of two, one-year Agreement extensions after the Agreement term expires.

The Contractor will provide a minimum of 6 hours of service per calendar week at the discretion of the contractor, unless otherwise advised by the Township.

8. Compensation

In consideration of the services to be performed by the Contractor hereunder and further described in Schedule 'A' attached hereto, the Contractor during the term of this Agreement shall be paid in accordance with rates set out in Schedule 'B' attached hereto, and subject to an increase of 2% for any extension awarded annually.

No municipal benefits will be paid to the Contractor or its employees. HST shall be paid in addition to the Contractor's remuneration set out in Schedule "B".

9. Termination Prior to Term

This Agreement may be terminated prior to the end of the term specified herein with Sixty (60) days written notice by either party prior to the termination date, or in the following manner in the specified circumstance(s):

At any time by the Township for cause, including any material breach of the provisions of this Agreement, and without notice or pay in lieu thereof;

For the purposes hereof, "cause" shall include, but shall not in any way be limited to:

- The theft or fraud by the Contractor involving property of the Township;
- Action of gross moral turpitude or other criminal acts bringing the Township into disrepute;
- Intoxication of the Contractor, as determined by the Township; while providing services under the terms of this contract, or when representing the Municipality;
- Failure to maintain a valid driver's license; and,
- Failure to complete the required work to satisfaction and standard of performance acceptable to the Township.

10. Termination at End of Agreement

On or before the thirtieth (30th) day prior to the Term of this Agreement expiring the Township shall advise whether it intends to extend this Agreement in accordance with section 7.

In the event that the Township does not advise the Contractor that it wishes to renew this Agreement, then this Agreement will terminate on the expiration date of this Agreement in accordance with section 7

The Contractor will not be entitled to any further notice, pay or remuneration whatsoever.

After the termination of this Agreement, the Contractor shall promptly return, without request from the Township information, materials and other property, which may be subsequently in Contractor's possession.

11. Reporting

Unless otherwise designated, the Contractor will report directly to the CAO, Manager, and/or any other designated person.

Unless extenuating circumstances dictate otherwise, the Contractor shall provide written reports within 72 hours of end of shift and/or call in.

12. Other Provisions

The Township will provide the Contractor the following:

- administrative and operational forms/certificates, including office stationary, for the purposes of enforcement and prosecution;
- end-user access to any relevant software applications and information owned or managed by the Township for the purposes of aiding an investigation, incident documentation, as applicable;
- Boundary maps;
- Directory of relevant employees, agencies and other contractors relative to bylaw service work; and,
- Postage for notices, orders and other correspondence as required.

13. Notice

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent prepaid registered mail as follows:

To:

Tenet Security Group, Ed Pimentel,
President and Managing Director
34 Hardy Court, Lucan, ON
N0M 2J0

AND

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

AND, if sent by registered mail, shall be deemed to have been received on the fourth business day of uninterrupted postal service following the date of mailing. Either party

may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this Agreement.

14. Disputes

All disputes shall be settled in a timely manner between the Contractor and the Municipality.

15. Independent Contractor The parties hereby acknowledge that the Contractor shall, unless otherwise provided herein, supply all equipment, personnel and incur all expenses necessary to deliver the services set out in Schedule "A".

The Contractor shall deliver the said services as an independent contractor.

Agreement between the Township of Malahide and Tenet Security Group Incorporated

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this ____ day of September, 2022.

THE TOWNSHIP OF MALAHIDE

Mayor: Dave Mennill

Manager of Legislative Services/Clerk: Allison Adams

TENET SECURITY GROUP

President and Managing Director: Ed Pimentel

Schedule 'A'

- The Contractor shall, upon receiving a request or direction from the Township, investigate/enforce all applicable municipal by-laws and/or provincial legislation as authorized by the Township;
- To work jointly with the Manager to devise a service delivery model and coverage schedule which will include pertinent contact methods for service call requests;
- Uniformed response throughout the Township including appropriate identification badge indicating they are representing the Township;
- In consultation with the Manager, the Contractor to arrange for any law enforcement back up when required for any by-law activities;
- As directed by the Township, provide coverage and/or presence at municipal events;
- As directed by the Manager, patrol municipal property, including parkways, for the purposes of by-law compliance, to prevent crime and monitor for any acts of trespass and vandalism;
- Monthly Activity reports provided to the Manager or designate regarding open files;
- In consultation with the Manager, work with Ontario Provincial Police and any other agencies on municipal related matters and respond to any requests from the Ontario Provincial Police and other agencies in regard to municipal by-law matters;
- In consultation with the Manager, assist in any emergencies and co-operate with all local emergency services. This will include making the Contractor part of the municipality's emergency planning and part of it first/emergency response when needed;
- Take appropriate enforcement action including issuing tickets, Orders and Swearing of Information and other legal documents, prepare witness statements and conduct interviews and if necessary, give evidence in Court;
- Have a working knowledge of Part I, II and III of Provincial Notices and Provincial Crown briefs;
- Have a working knowledge of property court procedures, evidence procedures and Criminal Code of Canada matters. This shall include co-operating with the local courts for the Township;
- Work with Township appointed solicitor for any legal/court proceedings, as required
- The Contractor understands that enforcement may require evening and weekend shifts; Attend Council meetings when requested;
- The Contractor shall be responsible for properly trained and knowledgeable staff;
- The Contractor shall provide a Valid WSIB Certificate and proof of coverage for liability insurance in the amount of \$5,000,000.00 for carrying out all duties as provided for in this Agreement;
- Make recommendations to the Township about by-laws and municipal signage.
- To undertake a service based upon the Municipality's framework, and issue verbal and written warnings or charges as required;

- To also undertake and operational philosophy that focuses on community engagement and voluntary compliance, and offer alternative resolutions to formal charges whenever possible;
- Educate the public, whenever, possible, regarding municipal by-laws and the enforcement of such by-laws;
- Carry out any related duties as required and determined by the Township from time to time. Work closely with and under the jurisdiction of the CAO, Manager and/or Senior Management;
- Provision of a patrol vehicle that is readily identifiable and a mountain bike to assist with patrolling parks and trails;
- Provision of a mobile phone and laptop to facilitate communications and by-law references;
- Maintain accurate records of complaints, logs and document occurrence reports
- Comply with all appropriate legislation and Municipal by-laws related to occupational health and safety; and,
- Maintains a privacy procedure and complies with any requirement established by the Township that is reasonably required to ensure that the Township meets its obligations under the Municipal Freedom of Information and Protection of Privacy Act and will create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the work in accordance with the contract.

Schedule 'B'

The Contractor shall be paid an hourly rate of \$70.00 per uniform member, not including HST. This rate is all-inclusive (use of patrol vehicle).

At the request of the Manager, any work conducted on a statutory holiday shall be paid at time and a half.

When directed by the Manager, utilizing two bylaw officers with one patrol vehicle, the contractor shall be paid an hourly rate of \$120.00.

The Contractor will issue invoices for a two-week period and terms of the invoice will be upon receipt from the date of receipt of the invoice. Any invoices past due 30 days will have a 2% penalty surcharge.

The Contractor is not responsible for the cost of any specialized equipment that may be required for enforcement shall be billed to the Township as required with prior approval by the Municipality.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-72****BY-LAW ENFORCEMENT SERVICE AGREEMENT**

Being a By-law to authorize the execution of an Agreement between the Township of Malahide and Tenet Security Group for the provision of enforcement services related to municipal by-law and provincial offenses for a six (6) month term.

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by by-law;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to enter into an Agreement with Tenet Security Group to provide services for the enforcement of by-laws and provincial offences;

AND WHEREAS such Agreement is required to set out the terms and conditions of the provision of such enforcement services;

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

1. THAT By-law No. 20-31, being a by-law to authorize the execution of an agreement between The Corporation of the Township of Malahide and MEU Consulting to provide services for the enforcement of by-laws and provincial offenses is hereby repealed;
2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Malahide the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law;
3. THAT the said Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A. Adams



Report to Council

REPORT NO.: CAO-22-11
DATE: September 15, 2022
ATTACHMENT: Current and Proposed Federal Electoral District Boundaries
SUBJECT: **PROPOSED REDISTRIBUTION OF FEDERAL ELECTORAL DISTRICTS**

Recommendation:

THAT Report No. CAO-22-11 entitled “Proposed Redistribution of Federal Electoral Districts” be received;

AND THAT Staff be directed to coordinate efforts with Elgin County, Elgin local municipal partners, and the City of St. Thomas to represent interests and concerns pertaining to the proposed federal electoral boundary districts;

AND THAT the Mayor be directed, in coordination with the efforts of the County, its partners, and the City, to provide a written submission to the Federal Electoral Boundaries Commission for the Province of Ontario stating that Elgin County and the City of St. Thomas should remain fully contained and represented within one federal electoral district.

Background:



The Federal Electoral Boundaries Commission for the Province of Ontario (the “Commission”, see link here: https://redecoupage-redistribution-2022.ca/com/on/index_e.aspx) is an independent body charged with readjusting the electoral boundaries under the Electoral Boundaries Readjustment Act (the “Act”).

On August 19, 2022, the Commission released its proposed new electoral map for consideration at public hearings this fall. Over the last 10 years the population in Ontario

has increased by approximately 1.37 million persons. Thus, the representation formula in the *Constitution Act, 1867* has determined that Ontario has been allocated 122 seats, raising the total number of electoral districts in the province by one (1) from the last redistribution plan prepared in 2012.

The Act directs the Commission to ensure that the population in each electoral district shall, as closely as reasonably possible, correspond to the electoral quota for the province. The Act permits the Commission to depart from the quota where necessary or desirable in order to:

- respect the community of interest or community of identity in, or the historical pattern of an electoral district in the province, or
- maintain a manageable geographic size for electoral districts in sparsely populated, rural or northern regions of the province.

When considering these factors, the Commission must make every effort to ensure that, except in circumstances it views as extraordinary, the population of each electoral district in the province remains within 25% (plus or minus) of the electoral quota.

The Commission has proposed and will be discussing at public hearings this fall, new federal electoral district boundaries for the next regular federal election. Further information is provided in the next section of this report.

On Tuesday, August 30th, 2022, the Township's Mayor and CAO met with Member of Parliament for Elgin-Middlesex-London, Karen Vecchio, and her staff to discuss. Other Mayors and CAOs within the County also had such meetings.

Comments/Analysis:

The following is attached to this report:

- Appendix 'A': Proposed Redistribution, Southwestern Ontario
- Appendix 'B': Current Elgin-Middlesex-London electoral boundary

As shown on Appendix 'B', the current electoral boundary for "Elgin-Middlesex-London" contains the Township of Malahide and the entirety of Elgin County (amongst other municipalities or portions thereof).

The proposal (as currently drafted, Appendix 'A') for redistributed electoral districts as they would apply to Malahide do not have direct impacts to the Township's municipal boundary, however it does propose to have portions of the Municipality of Central Elgin and the Township of Southwold (and with those a portion of Elgin County), and the entirety of St. Thomas removed and placed into a separate electoral district. The new district that Malahide would be included within would also include pieces of Lambton County, Chatham-Kent, Zorra, and the entirety of western Middlesex County. It should also be noted that Thames Centre would be included within three different electoral districts.

The proposed new district is roughly 80 percent larger in geographic area than the existing district. The expansion not only includes more area, but more municipalities and from other counties. The proposed expansion of the district, while not directly impacting Malahide as provided in the previous paragraph, will undoubtedly impact the voice and representation (due to dilution) of Malahide and the other municipalities in Elgin County. As an example, greater time and complexity could be faced by Council when seeking to engage with the federal government, and an increased likelihood of not having its concerns addressed. More generally, the proposed new districts do not respect existing lower- and upper-tier boundaries.

The above is an important consideration when realizing how Malahide and Elgin County interact with St. Thomas regarding the provision of key services such as Social Services. Elgin County, its local municipal partners, and St. Thomas have historically worked closely on service provision ventures when viable to do so. Splitting Elgin/St. Thomas into two districts could impact the greater 'community identity' and could impact a united front and voice regarding regional issues, which are currently heard and addressed by one MP.

The Commission requires that representatives proposing alternative federal riding boundary scenarios must be prepared to indicate to the Commission not just the representatives' concerns, but to set out alternatives and, importantly, set out in as much detail as possible, including in a map, how other communities would be affected by the proposed alternatives. With this, the best avenue to pursue alterations to the proposed federal electoral boundaries is via collaboration with the City of St. Thomas and the Elgin County municipalities.

By coordinating efforts and presenting a united front representing Elgin County to the Commission, the Township has the best opportunity to prevent the lessening of political representation of the Township and its residents' interests. Coordination provides an opportunity to present a case for an alternative option to the Federal Electoral Boundaries Commission for the Province of Ontario through the submissions process.

The Commission is holding public hearings, in person and virtually, to gather comments and feedback on the proposed boundaries and electoral district names, and information on such public hearings can be found here: https://redcoupage-redistribution-2022.ca/com/on/phrg/index_e.aspx

Further, M.P. Vecchio's office had prepared to host two public events to hear from all constituents and gather feedback on the proposed Redistribution of Federal Districts, however as of the date of writing this report those events have been postponed until further notice.

Financial Implications to Budget:

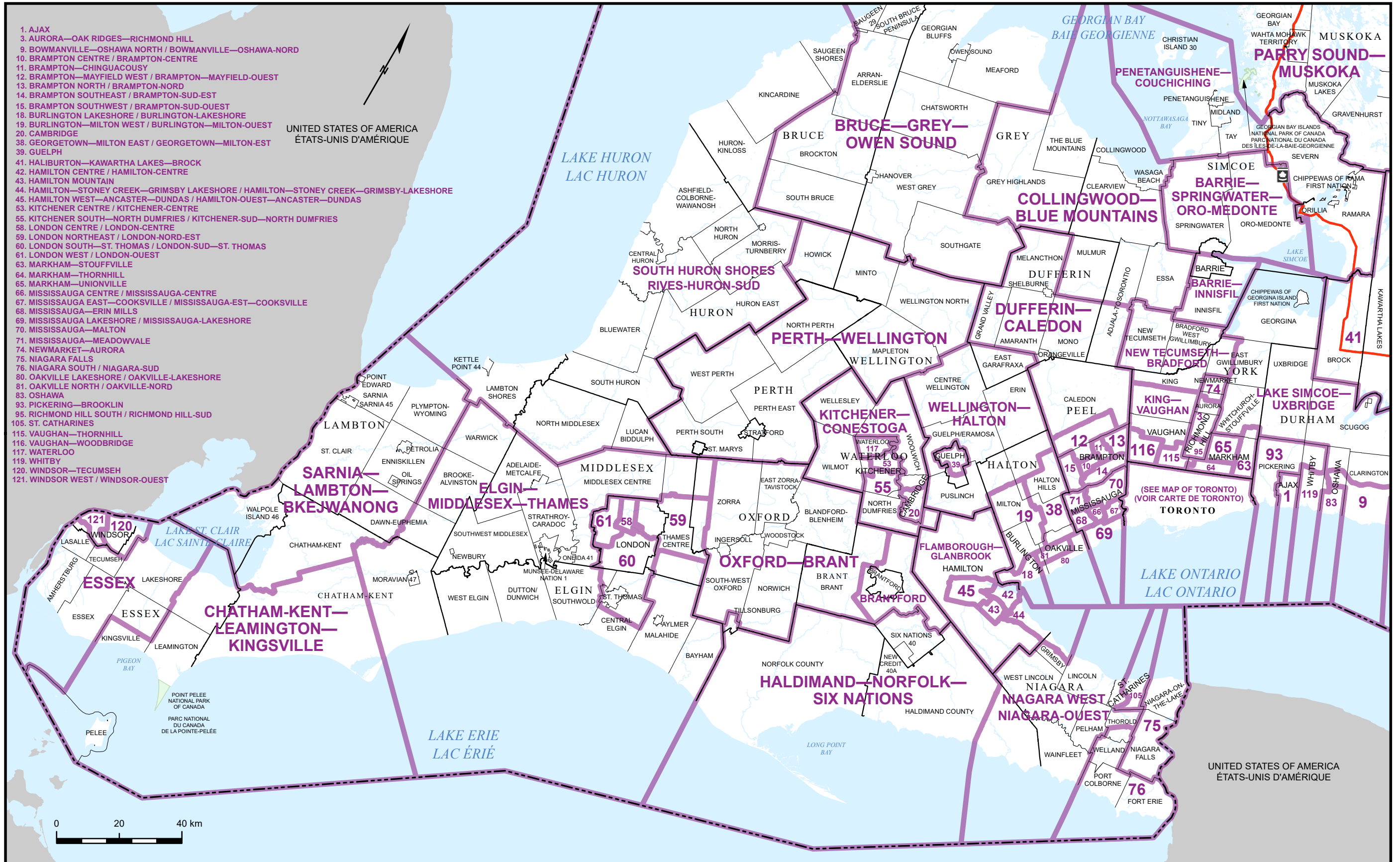
The recommendations of this report will not have any direct implications on the current budget.

Relationship to Cultivating Malahide:

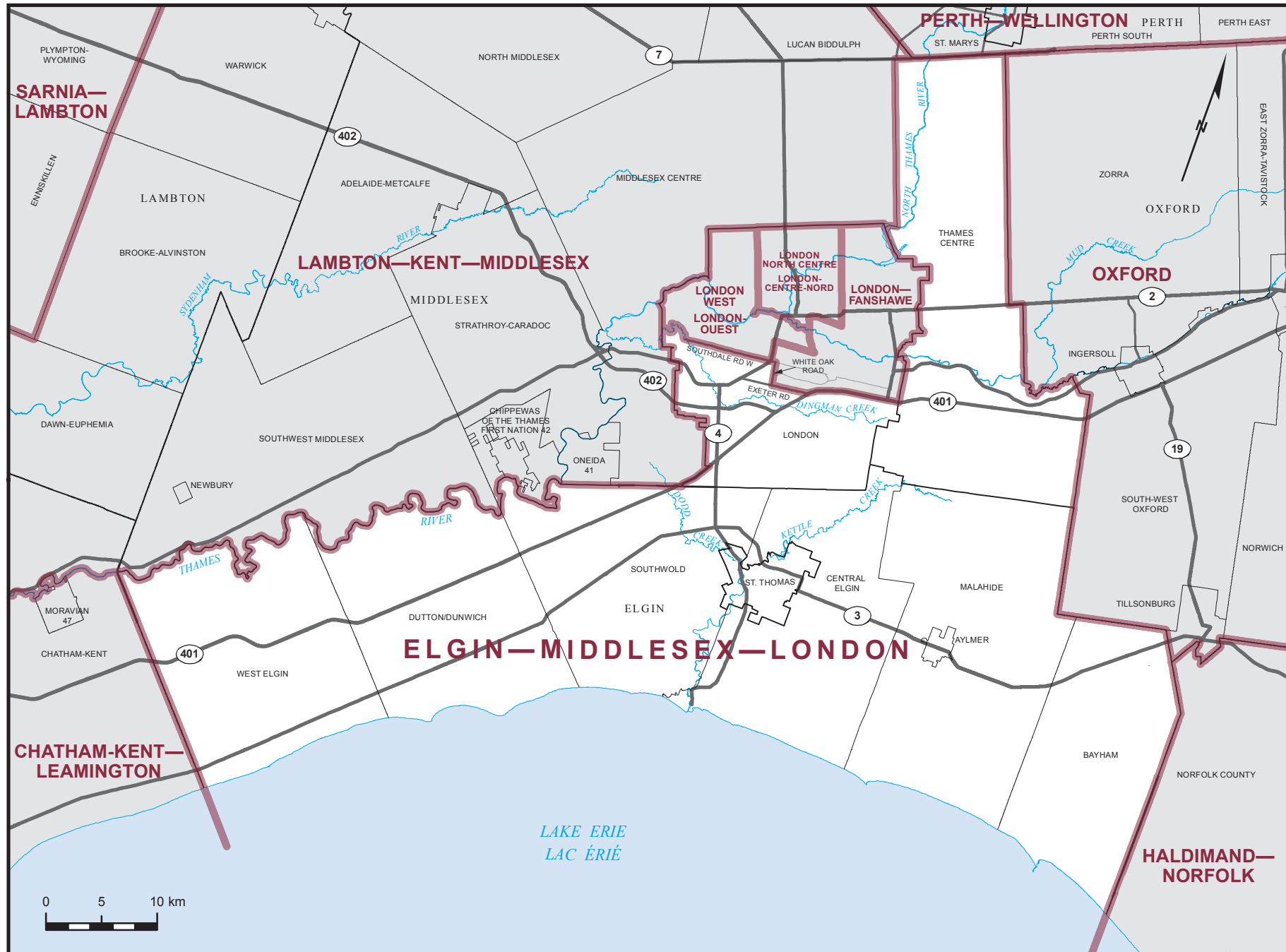
The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

With regards to the “Our Local Government” Strategic Pillar, ensuring that Malahide (and the County of Elgin as well) is well represented at the federal level will enable the Township to better achieve its goals.

Submitted and Approved by:
Adam Betteridge, Chief Administrative Officer



ELGIN—MIDDLESEX—LONDON





Report to Council

REPORT NO.: CAO-22-12
DATE: September 15, 2022
ATTACHMENT: PBRA Letter to Councillor Lewis dated June 30, 2022
SUBJECT: **PORT BRUCE FLOODING, FEBRUARY 17TH & 18TH, 2022 – SUBSEQUENT UPDATE REPORT**

Recommendation:

THAT Report No. CAO-22-12 entitled “Port Bruce Flooding, February 17th & 18th, 2022 – Subsequent Update Report” be received.

Background:

On Tuesday, April 5th, 2022, a public session was held whereby residents impacted by the flooding in the Village of Port Bruce on February 17th & 18th, 2022 could express concerns and comments. Officials from both the Township of Malahide and the Catfish Creek Conservation Authority (“CCCA”) were in attendance.

On April 19th, 2022, a document containing detailed responses to concerns and questions raised from the April 5th public session was issued to those who attended.

At its July 7th, 2022 Regular Meeting, Council passed the following:

“No. 22-300
 Moved By: Dominique Giguère
 Seconded By: Scott Lewis

THAT Council direct staff to prepare a follow up report on the Port Bruce flood to address matters arising from the Q&A document provided to the community in April 2022.

Carried”

The above resolution was directed in order to provide clarification on a number of matters. Staff are still working towards finalizing such responses, as such include communicating with the CCCA and other stakeholders.

Subsequent to the above motion, the Port Bruce Ratepayers Association (“PBRA”) submitted a letter (attached) which was received by Township Council at its July 21st, 2022 Regular Meeting. Staff understand that no specific action on the Letter was given by Council, this on the basis that Council had already directed Staff at its July 7th Meeting to provide a follow up report. Notwithstanding, this report provides responses to the PBRA Letter.

Comments:

Port Bruce Ratepayers Association (“PBRA”) Letter to Councillor Lewis dated June 30, 2022

Staff have responses below to the PBRA’s 5 (five) issues and suggestions as contained within the Letter. On these specific items, Township Staff has consulted with the CCCA Staff as well as with Frank Laemers of Laemers Excavating (hereinafter referred to as “Laemers”), who is experienced with Port Bruce flood mitigation having been involved in various capacities over the last two decades.

1 Snow Removal (removing built-up snowbanks from critical areas before a flood)

Snow clearing is undertaken by the Township in accordance with provincial Minimum Maintenance Standards to ensure a declared service level across the Township. Any change (i.e. increase) to the service level is required to be brought forth by Township Council to ensure transparency and adequate budget practice.

The response under the next heading (“2 Levi and Lindley Street Extensions”) also applies here.

2 Levi and Lindley Street Extensions (ensure clear paths to the lake for flood waters to drain out of this part of the village)

The areas identified in orange in the image at right could be cleared to facilitate flood water escaping to the lake.

The CCCA has advised that making a clearing to existing land grades may help with conveyance of water during a flood. But, if it is graded down to a level below Imperial Road, it would become prone to heavy erosion on both sides of where the re-grading occurred.



It is believed that making such clearances could potentially further mitigate flooding provided certain factors, including wind direction, are known. Otherwise, doing so could have negative consequences if flooding is occurring from the lake.

Laemers has advised that the clearing of these road extensions could have helped reduce the flooding (Laemers' equipment can quickly perform the clearing when needed), but knowing whether clearing will help or hinder is a last-minute decision.

As such, this suggestion is noted as a possible future mitigation method subject to factors being met.

3 Consultation with Frank Laemers

It has been raised that Laemers should provide his own ideas and recommendations. As noted earlier, staff have consulted with Laemers.

4 Rolph Street Drain Pump

Although the drain pump operates for what it was designed to handle being normal drainage volumes, it was neither designed nor installed for flood events such as what occurred. It is believed that it failed as a result of being overloaded by the flood. It was restarted by Township Staff when it was realized that it had stopped.

In the event of any future flood event with water in this area, it is now known that this pump will need to be monitored to ensure it can continue running.

Given this pump was not designed to withstand flooding, consideration over the years has been given, it being concluded that a design may not be possible as there is no nearby legal outlet.

Emergency Calling System (the Township's "One Call Now" Notifications)

The PBRA has suggested that, ideally, warnings would be passed on to residents by email and/or text immediately following the Township receives notification from CCCA.

The One Call Now system only supports text-to-automated speech phone messaging.

Staff are not opposed with the PBRA suggestion of subdividing notifications into 3 groups as provided in the Letter, but agree that, based on current flood line mapping being from the early 1980s, that the call list should remain unchanged until updated mapping is completed.

Residents will be reminded to ensure that they are accurately captured (having correct phone number(s)) and included within the One Call Now system.

Information on flood preparedness, and subscribing to the Township's Flooding Notification List is available on the Township's website here:

<https://www.malahide.ca/en/resident-services/flood-planning.aspx>

Financial Implications to Budget:

There are no financial implications to the Township's budget as a result of the recommendations of this report.

Submitted by:
Adam Betteridge, Chief Administrative Officer

Port Bruce Ratepayers Association

3155 Colin Street
Port Bruce ON N5H 2R2
226.378.2750

RECEIVED**JUL 07 2022**

Scott Lewis
Ward 4 Councillor
87 John St. South
Aylmer ON N5H 2C3

June 30, 2022

Dear Councillor Lewis

The Port Bruce Ratepayers would like Malahide Township Council to consider the following issues and suggestions related to ice jam flooding in Port Bruce that might help with future flood risk reduction.

SNOW REMOVAL

We suggest removing built-up snowbanks from critical areas before a flood. This would include those parts of Levi Street often used for emergency parking. We presume someone who perceived an elevated flood risk called in Frank Laemers 2 weeks before the flood to remove ice from the south end of the outer harbour. This might have been a good time to remove built-up snowbanks.

LEVI AND LINDLEY STREET EXTENSIONS

At various times in the past, the Levi and Lindley Street extensions across the beach have been dug out to ensure clear paths to the lake for flood waters to drain out of this part of the village. The beach on the Lindley Street extension is currently 2 feet above Imperial Road. Peak flood waters over Imperial Road in this area were just shy of 2 feet. Had the extension been cleaned out, peak flood waters in this part of the village would not have been so high. The ideal time to have done this might have been 2 weeks before the flood when Frank Laemers was first called.

CONSULTATION WITH FRANK LAEMERS

We suggest Malahide Township ask Frank Laemers what more or less (or different) might be done when we next face the extreme conditions that were present on February 17, 2022, with more than 12" of ice at the bridge and an inch of rain.

ROLPH STREET DRAIN PUMP

We understand the pump that empties the Rolph Street drain was not working until it was re-started Sunday afternoon, more than 2 days after the water in the Creek was back to pre-flood levels. Even though the 710-GPM pump capacity is not designed to quickly evacuate the western part of the village, continuous operation from Friday morning would have helped. We suggest it be determined why the pump was not working and what it would take to fix it.

EMERGENCY CALLING SYSTEM

CCCA issued a Flood Watch at 12:30 pm, Thursday, February 17, 2022. It is not known when the Township's Emergency Calling System made its first call out but it may have been around 1:30 pm when flooding in the eastern part of the village began. Calls may have been made as late as 4:30 pm.

This was brought up at the April 5, 2022, public meeting. Township's response on April 19, 2022, suggested possible delays were related to Township officials dealing with multiple calls from flooded residents. The response included the comment - "The Township will work to improve and increase any and all notification methods sent directly to affected properties."

Ideally, the Flood Warning would be passed on to all affected residents by email and/or text minutes after the Township received notification from CCCA. This may not be possible with the phone messaging system.

We wonder if it might be worth considering subdividing those who have chosen to be notified during a Flood Warning into 3 groups based on property in the Flood Way, Flood Fringe or Other. For the phone call part of the emergency notification, those in the Flood Way might be called first. We understand this would have to be based on flood line mapping from the early 1980s which CCCA hopes to update.

Thank you

A handwritten signature in black ink, appearing to read "B. Duffett", with a stylized flourish extending from the end.

Brian Duffett

Chair-Person - Port Bruce Ratepayers Association
portbrucerpa@gmail.com

THE PORT BRUCE RATEPAYERS ASSOCIATION MISSION STATEMENT 2022

The PBRA Board reaffirms its core purpose, specifically the primary purpose of flood-risk reduction, as set out in the Association's original *Statement of Purpose* (1984):

"The primary purpose of the Association is to approach the various government bodies about measures to be taken to reduce and control flooding ... While flood control is our primary and most immediate concern, it is likely that the association will intercede with the government on other community concerns ... If we expect to achieve results, we must voice our concerns at Malahide Council and CCCA meetings throughout the year. If results are not forthcoming, it may be necessary to involve more senior government...."

The PBRA Board will, for the foreseeable future, restrict its operating mandate, its deliberations and its activities to flood-risk reduction matters exclusively; make representations to the Township of Malahide and the Catfish Creek Conservation Authority (CCCA), and to other organizations or levels of government; advocate the adoption of policies and best practices in accordance with the primary objective of flood-risk reduction, and inform and advise the PBRA membership on a timely basis of its findings and activities on its behalf with respect to flood-risk reduction issues.

The PBRA Executive will, with the concurrence of the Advisors, promptly and judiciously spend all monies currently held by the PBRA on flood-risk reduction projects and undertakings, wherever possible in partnership with the CCCA or other parties, as the Board may deem appropriate and consistent with its mandate to promote flood-risk reduction, maintaining on reserve only such modest sums as the Board may deem prudent for routine operating expenses.

The PBRA Board will adhere at all times to the fundamental principles of transparency and democracy in its conduct of the business of the PBRA; undertake to publish and distribute to the PBRA membership as soon as reasonably practicable amended Guidelines consistent with the letter and spirit of this mission statement; and acknowledges that the Village of Port Bruce and Catfish Creek are located on the traditional territory of the Attawandaron, the Haudenosaunee, the Anishinabek and Leni-Lunaape Peoples, territory that is covered under the McKee Purchase, signed May 19, 1790, Treaty #2 of Upper Canada.

PBRA Executive 2022-2024

Brian Duffett – Chairperson
Michael Brodzky – Vice Chair
Doug Schwyer – Treasurer
April Anderson - Secretary

PBRA ADVISORS 2022-2024

Joan Chandler	Deb Grass
Bob Clark	Ian Johnson
Ron Evans	Merlin Mayhew
Cyndi Fraser	Doug Singbush

Contact Information

Mailing Address – 3155 Colin Street Aylmer ON N5H 2R2

Email Address – portbrucerpa@gmail.com

Telephone – 226.378.2750



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Meeting Minutes of July 6, 2022
Approved September 7, 2022

Members in attendance:

John Scholten, Chair	Township of Norwich
Michael Columbus, Vice-Chair	Norfolk County
Dave Beres	Town of Tillsonburg
Robert Chambers	County of Brant
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Ian Rabbitts	Norfolk County

Regrets:

Kristal Chopp	Norfolk County
Valerie Donnell	Municipality of Bayham/Township of Malahide
Ken Hewitt	Haldimand County
Peter Ypma	Township of South-West Oxford

Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Lorrie Minshall, Interim Manager, Watershed Services
 Zachary Cox, Marketing Coordinator
 Dana McLachlan, Executive Assistant

Welcome and Call to Order

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

1. Additional Agenda Items

There were no additional agenda items.

2. Declaration of Conflicts of Interest

None were declared.

3. Minutes of the Previous Meeting

a) Board of Directors Meeting of June 1, 2022

There were no questions or comments.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
 Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

A-61/22

Moved by D. Beres

Seconded by I. Rabbitts

THAT the minutes of the LPRCA Board of Directors Meeting held June 1, 2022 be approved as circulated.

CARRIED

4. Business Arising

There was no business arising from the previous minutes.

5. Review of Committee Minutes

a) Backus Museum Committee Meeting of November 15, 2021

Committee member, Dave Beres, informed the Board that Betty Chanyi has been re-elected as the Backus Museum Committee Chair for 2022.

A-62/22

Moved by T. Masschaele

Seconded by S. Patterson

THAT the minutes of the Backus Museum Committee Meeting of November 15, 2021 be approved as circulated.

CARRIED

b) Lee Brown Marsh Management Committee Meeting of December 17, 2021

A-63/22

Moved by M. Columbus

Seconded by D. Beres

THAT the minutes of the Lee Brown Marsh Management Committee Meeting of December 17, 2021 be approved as circulated.

CARRIED

6. Correspondence

There was no correspondence presented for review.

7. Development Applications

a) Section 28 Regulations Approved Permits

Through the General Manager's delegating authority, 33 applications were approved in the past month, LPRCA-100/22, LPRCA-109/22, LPRCA-110/22, LPRCA-110/22 -

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

Amended, LPRCA-111/22, LPRCA-112/22, LPRCA-113/22, LPRCA-114/22, LPRCA-115/22, LPRCA-116/22, LPRCA-117/22, LPRCA-118/22, LPRCA-119/22, LPRCA-120/22, LPRCA-121/22, LPRCA-246/21 – 2nd Revision, LPRCA-122/22, LPRCA-123/22, LPRCA-124/22, LPRCA-125/22, LPRCA-127/22, LPRCA-128/22, LPRCA-130/22, LPRCA-131/22, LPRCA-132/22, LPRCA-133/22, LPRCA-134/22, LPRCA-136/22, LPRCA-139/22, LPRCA-140/22, LPRCA-141/22, LPRCA-142/22, and LPRCA-143/22.

All of the staff-approved applications met the requirements as set out in Section 28 of the *Conservation Authorities Act*.

A-64/22

Moved by T. Masschaele

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors receives the Section 28 Regulations Approved Permits report dated July 6, 2022 as information.

CARRIED

8. New Business

a) General Manager's Report

The General Manager provided an overview of operations this past month.

The Chair and General Manager attended the Virtual Conservation Ontario Council meeting on June 20. Conservation Ontario reported that five conservation authorities have had Agricultural Representatives appointed to date.

As of June 30, 2022, Planning staff reviewed 144 permit applications and provided comment to municipal staff on 103 Planning Act applications.

Hiring remains a challenge in some of the campgrounds and some positions remain vacant.

Lake Erie levels rose by 5 cm in May, which is comparable to the long-term average rise for May. The Lake is still 33 cm above average but 2 cm lower than May, 2021, which is still, 42 cm below the recorded high. May's level is the 19th highest on record.

A-65/22

Moved by S. Patterson

Seconded by D. Beres

That the LPRCA Board of Directors receives the General Manager's Report for June 2022 as information.

CARRIED

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

b) Lee Brown Marsh Management Committee Membership

Lee Brown Marsh Management Committee Member, Barry Smith, passed away in November of 2021 leaving a vacant seat on the committee. The Committee met December 17, 2021 to discuss the membership vacancy and recommended Mr. Lou Kociuk as its newest member. Mr. Kociuk has worked with the Leighton and Betty Brown Scholarship Award Committee and is very familiar with the Marsh as a lifelong member of the Port Rowan community.

A-66/22

Moved by M. Columbus

Seconded by T. Masschaele

THAT the LPRCA Board of Directors confirms the appointment of Lou Kociuk as a permanent member of the Lee Brown Marsh Management Committee to fill the recent vacancy resulting from the passing of Barry Smith.

CARRIED

c) Christmas Operating Schedule

LPRCA will close down operations (except for emergency response) over the Christmas-New Year period. Staff proposed a process similar to what has occurred in previous years.

A-67/22

Moved by D. Beres

Seconded by T. Masschaele

THAT the LPRCA Board of Directors closes operations from December 28th to December 30th, 2022 (except for emergency response);

And,

THAT staff working be granted one complimentary day off with pay;

And,

THAT staff are required to utilize two (2) vacation days during the period or take unpaid leave.

CARRIED

d) Silver Lake Revitalization Project

The Port Dover Waterfront Preservation Association (PDWPA) has been working for a number of years to revitalize Silver Lake in Port Dover. The Association is currently developing a fundraising strategy and has asked the LPRCA Board for a renewed letter

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

of support to assist with the fundraising efforts.

A-68/22

Moved by D. Beres

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors endorses LPRCA's support of the Port Dover Waterfront Preservation Association's (PDWPA) Silver Lake Revitalization Project;

And,

THAT the Board approves sending the attached letter of support signed by the Chair.

CARRIED

e) Communications Update

The Marketing Coordinator provided an overview of current communication and marketing activities, and the various social media statistics.

The website is constantly being reviewed and updated and is now much faster to load. The website has a number of new features including an Environmental Investigation Request form and a flood message email notification system for the public.

The current marketing focus for the social media accounts and print advertising includes LPRCA employment opportunities, the fishing derbies at Deer Creek and Backus, the local Day-cation campaign, and soon the Leighton and Betty Brown Scholarship Award will be announced.

Next year will be LPRCA's 75th anniversary and the Marketing Coordinator is planning a number of activities and events.

A-69/22

Moved by T. Masschaele

Seconded by R. Chambers

THAT the LPRCA Board of Directors receives the Communications Update – July 2022 report as information.

CARRIED

The closed session began at 7:25 p.m.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

9. Closed Session

A-70/22

Moved by I. Rabbitts

Seconded by D. Beres

THAT the LPRCA Board of Directors does now enter into a closed session to discuss:

Personal matters about an identifiable individual, including employees of the Authority

- *A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Authority, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization*

CARRIED

The board reconvened in open session at 7:43 p.m.

A-71/22

Moved by I. Rabbitts

Seconded by S. Patterson

THAT the LPRCA Board of Directors does now enter into a closed session to discuss:

- *A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Authority, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization*

CARRIED

The board reconvened in open session at 7:44 p.m.

A-72/22

Moved by I. Rabbitts

Seconded by D. Beres

THAT the LPRCA Board of Directors accepts the bid submitted by Townsend Lumber Inc. for marked standing timber at the Nemeth Tract – LP-342-22 (Hardwoods) for a total tendered price of \$128,793.

CARRIED

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

A-73/22

Moved by T. Masschaele
Seconded by S. Patterson

THAT the LPRCA Board of Directors accepts the bid submitted by Justin Oliveria for marked standing timber at the Gage Tract – LP-343-22 (Conifers) for a total tendered price of \$5,000.

CARRIED

Adjournment

The Chair adjourned the meeting at 7:45 p.m.

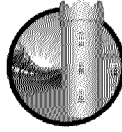
John Scholten
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma



TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 22-55

Drainage Act, R. S.O. 1990, c. D17
Reg. 300/81, s.1, Form 6

Being a By-law to provide for a drainage works
on the Norton Street Drain
in the Township of Malahide,
in the County of Elgin

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

Parts of Lot 74
Concession 7
In the Township of Malahide

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

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

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

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

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

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


1. The report dated June 24, 2022, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$27,300.00 being the amount necessary for construction of the drainage works.

- (b) The Corporation may issue debentures for the amount borrowed less the total amount of,
- i. Grants received under section 85 of the Act;
 - ii. Commuted payments made in respect of lands and roads assessed within the municipality;
 - iii. Moneys paid under subsection 61(3) of the Act; and
 - iv. Moneys assessed in and payable by another municipality,
- (c) And such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the passing thereof and may be cited as the "Norton Street Drain".

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



 Mayor



 Clerk

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

 Mayor

 Clerk

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-62

Being a by-law to Amend the term schedule of By-law 17-51, as amended by By-law 20-80, to regulate the Use of Off-Road Vehicles in the Township of Malahide.

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, as amended, section 191.8(1), provides that no person shall drive an off-road vehicle on a highway except in accordance with the Highway Traffic Act regulations and any applicable Municipal By-law;

AND WHEREAS the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, as amended, section 191.8(3) provides that the Council of a municipality may pass a by-law permitting the operation of off-road vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway and during specified months or hours;

AND WHEREAS the Council of The Corporation of the Township of Malahide enacted By-law No. 17-51 to permit the operation of off-road vehicles on specified highways under the jurisdiction of the Township of Malahide;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the term schedule as insofar as it relates to the use of Off-Road Vehicles in the Township of Malahide;

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

1. THAT Section 11 of By-law No. 20-80, insofar as it prescribes the Term of By-law, be and it is hereby replaced in its entirety with the following Section 11:

11. TERM OF BY-LAW

- (a) This By-law shall come into force and effect upon the final passing thereof.
 - (b) This By-law shall cease to be in force on December 31, 2025.
4. THAT any other by-laws or provisions in other by-laws found to be inconsistent with this By-law are hereby deemed to be repealed.

5. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A. Adams

The Corporation of the Township of Malahide**BY-LAW No. 22-66**

Being a By-law to authorize the execution of an Agreement with the Corporation of the County of Elgin for the Springfield Library Lease Agreement.

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

WHEREAS it is deemed expedient that the Corporation of the Township of Malahide enters into an Agreement with the Corporation of the County of Elgin for leasing part of 12105 Whittaker Road, Springfield, Ontario for the Springfield Library; and

Now Therefore the Council of the Corporation of the Township of Malahide enacts as follows:

1. **THAT** the entering into an Agreement with the Corporation of the County of Elgin for the use of 12105 Whittaker Road, Springfield, Ontario for the Springfield Library is hereby approved and authorized;
2. **THAT** the Corporation of the Township of Malahide hereby authorizes the agreement with Corporation of the County of Elgin, in the form of an agreement titled Springfield Library Lease Agreement, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
3. **THAT** this By-law shall come into force and effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-67

Being a By-law to prescribe a speed limit of 60 km/hr on a portion of Carter Road.

WHEREAS Section 128(2) of the *Highway Traffic Act, R.S.O. 1990, c. H.8*, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Carter Road;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Carter Road	North property limit of John Wise Line	South property limit of Talbot Line (Highway 3)

2. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act*, R.S.O. 1990, as amended, shall apply to offences against this By-law.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-68

Being a By-law to prescribe a speed limit of 50 km/hr and 60 km/hr on a portion of Chalet Line.

WHEREAS Section 128(2) of the *Highway Traffic Act, R.S.O. 1990, c. H.8*, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Chalet Line;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 50 kilometers per hour.

Highway	From	To
Chalet Line	150 metres west of the West property limit of Anger Road	West property limit of Carter Road

2. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Chalet Line	East property limit of Carter Road	East Property Limit of Chalet Line

3. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act, R.S.O. 1990*, as amended, shall apply to offences against this By-law.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-69

Being a By-law to prescribe a speed limit of 60 km/hr on a portion of Conservation Line.

WHEREAS Section 128(2) of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Conservation Line;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Conservation Line	425 metres west of the West property limit of Imperial Road	West property limit of Imperial Road

2. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act*, R.S.O. 1990, as amended, shall apply to offences against this By-law.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-70

Being a By-law to prescribe a speed limit of 60 km/hr on a portion of Hacienda Road.

WHEREAS Section 128(2) of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Hacienda Road;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Hacienda Road	North property limit of John Wise Line	580 metres North of the North property limit of John Wise Line

2. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act*, R.S.O. 1990, as amended, shall apply to offences against this By-law.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 22-71

Being a By-law to prescribe a speed limit of 50 km/hr and 60 km/hr on a portion of Rogers Road.

WHEREAS Section 128(2) of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended, authorizes the Council of a municipality to pass by-laws to prescribe a different rate of speed for motor vehicles driven on a highway or portion of a highway under its jurisdiction;

AND WHEREAS the Council of The Corporation of the Township of Malahide has deemed it expedient that the speed of motor vehicles on certain highways in the Township of Malahide be restricted;

AND WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to change the maximum rate of speed for a portion of the highway known municipally as Rogers Road;

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

1. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 50 kilometers per hour.

Highway	From	To
Rogers Road	880 metres South of the South property limit of Conservation Line	South property limit of Conservation Line

2. THAT when any highway or portion of highway set out below is marked in compliance with the regulations under the *Highway Traffic Act*, the maximum rate of speed thereon shall be 60 kilometers per hour.

Highway	From	To
Rogers Road	North property limit of Talbot Line (Highway 3)	850 metres North of the North property limit of Talbot Line (Highway 3)

3. THAT the penalties provided in subsection 14 of Section 128 of the *Highway Traffic Act*, R.S.O. 1990, as amended, shall apply to offences against this By-law.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A. Adams

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-73**

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 September 15, 2022, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 15th day of September, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 15th day of September, 2022.

Mayor, D. Mennill

Clerk, A. Adams