

Regular Council AGENDA

Doors will be open to the public at 6:15 p.m.

If you require any accommodations for a disability in order to attend and participate in meetings or events, please contact the Office of the Clerk at 905-892-2607 ext. 315 or 320. All cell phones, pagers, radios, etc. shall be switched off, set to non-audible, or muted upon entry to the Council Chamber. Taping and/or recording of meetings shall only be permitted in accordance with the Procedure By-law, Section 31.

Regular Meeting of Council Agenda

C-08/2018

Monday, May 7, 2018

6:30 PM

Town of Pelham Municipal Office - Council Chambers

20 Pelham Town Square, Fonthill

Pages

1. Call to Order and Declaration of Quorum
2. Singing of National Anthem
3. Approval of Agenda
4. Disclosure of Pecuniary Interests and General Nature Thereof
5. Hearing of Presentation, Delegations, Regional Report
 - 5.1 Presentations
 - 5.1.1 Pelham Panthers U16 Boys Soccer - Agropoli International Soccer Tournament Champions
 - 5.1.2 Mayor's Youth Advisory Council Youth Forum Report

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5.1.3 Meridian Community Centre Fundraising Update - M. VanZon

1. Pelham Panthers Basketball, B. Bleich
2. Alfred Beam Ltd., M. Stack
3. DeDevitiis Group, P and M. DeDevitiis
4. Peter Pipers Pubhouse, P. Moore

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T. Ferguson, Deloitte

Treasurer, T. Quinlin

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2018 Pelham Youth Forum

Thursday, March 1st, 2018

Old Pelham Town Hall

The Mayor's Youth Advisory Council organized Pelham's 2018 Youth Forum, where approximately 50 students from grades 7 through 12, representing all of the elementary schools and two high schools serving Pelham residents, attended. Students gave their valuable opinions on how to make Pelham more "youth friendly" and identified important program needs for our community.

Youth worked in small groups discussing a series of questions, ranging from how they would describe the youth atmosphere of the Pelham community; what they would keep or change to make Pelham better and what they would like to see Pelham like in the future. A summary of common themes and a breakdown of the responses received are detailed in this report.

To better inform youth about the community centre, Mayor Dave gave a special presentation about the design and layout of the new centre. Examples of programs and events that could take place were also discussed. Students were then given the opportunity to discuss within their own groups what they would like to see at the community centre for youth.

From the Department of



**Recreation, Culture
& Wellness**

Summary of Themes/Trends

Youth feel that the Town of Pelham is:

- Friendly
- Safe
- Family oriented
- Welcoming
- Happy place to live

Youth would like to see:

- More youth friendly spaces
- Places for teens to hang out
- Keep the small town feel
- Green spaces
- Advertise transit
- More volunteer and job opportunities for youth – better advertise these opportunities

Summerfest:

- Teen Zone close to the action
- Better advertise Teen Zone
- Carnival activities
- Food
- Good music

Community Centre:

- Offer different kinds of sports
- Pick-up or drop-in sports
- Small costs for participation
- 3 on 3 drop-in sports or fundraising tournaments
- Courses offered (Ex. Babysitters Course)
- Fitness classes
- Dances (glow in the dark)



Participants from the 2018 Youth Forum

NUMBER AFTER INDICATES # OF GROUPS WITH THE SAME RESPONSE

1. How would you describe the youth atmosphere of the Pelham community?

Friendly - 5

Open to ideas and change

Safe - 3

Neighborhoodly - 2

Happy place - 2

Talkative - 2

Family - 2

Welcoming - 2

Child friendly

Dated/older - 3

No youth atmosphere

Not anything for teens – 2

Need public basketball courts

Fix tennis courts at arena

More baseball diamonds

Only activities for little kids

Seems youth friendly

7.5/10

McDonalds needs to change

Senior community

Lots of new development

Lots of sporting activities

Need walk-in clinic

More activities for ages 12-19

Downtown Fonthill



2. What would you change/keep the same to make Pelham better?

Better advertisement transit	Better bands
Keep small community feel - 3	More teen based library programs
Surveillance at skate park	Dirt bike trails
More communication about events	Keep forests
Parks and fields at arena - 2	Teen space
Better sports areas	Keep parks and soccer field at arena - 2
Kindness and safety	Better advertise transit system – better routes and more clear – 2
Atmosphere	Better bands @ Bandshell
More youth events	More teen library activities
More green space	

3. What would you like to see Pelham like in the future?

Small town, sense of community - 3	Current (with the times)
More stores and restaurant options	Increase multicultural activities
More green space - 2	Community outside of Fonthill
Less traffic	New transportation
Upstairs lounge at old arena	More art and culture
Teen hang out area	Advertise bus
More eco friendly	More youth focused events
Listen to entire community	See community getting together more
Somewhat developed	More tech and robotics clubs
Outdoor ball hockey arena	Better bike routes on main roads
Public Wifi extended	Arcade place for teens to hang out

4. Would you start a business in Pelham? Why or why not?

Yes - 3

No - 5

Depends - 2

Businesses constantly change - 3

Small businesses die out - 2

Not a big population - 2

Economics (not stable)

Easy to get to (walking)

Growing community

Community support

Competition - 2

No parking/transportation

Restaurants increase job opportunities for youth

Limited parking/ability to access businesses on South Pelham

Participants at the 2018 Youth Forum



5. What type of business would you start?

Rollerblading area	Office (accounting)
Ice cream truck/shop - 2	Teen hangout area
Study café (lounge) - 2	Movie theatre
Walk in clinic - 2	Family owned restaurants
Multicultural restaurant	Shopping Centre (Outlet Mall)
Book store	Family owned restaurant (different) - 2
Construction	Music store
Thrift shop	Gardening (in country)
Tech business	
Landscaping	

6. Are there job opportunities in Pelham?

Yes - 6

No - 2

There are newspaper routes and fast food places

Only a few options – Sobeys and Tim Hortons

More advertised - 2

More youth jobs below 14 - 4

More jobs other than in the food industry

More full time jobs

Limited and competitive

Only seasonal and summer jobs

Volunteer (more) advertised

Not in Fenwick

7. What kinds of sports are youth involved in? What kinds of sports would you like to see more of in Pelham?

Already Have:

Hockey - 7

Soccer - 5

Basketball - 4

Baseball - 4

Swimming - 2

Tennis - 2

Need more:

More sports for girls – hockey, soccer, pick up leagues

No lacrosse - 2

No gymnastics

Need different sports

Volleyball (beach) - 4

Badminton - 2

Softball - 2

Track - 2

Redone pool

Curling – 2

Winter sports

Karate

Football

Pick up leagues

Fencing

Rugby

Cheerleading



2018 Youth Forum

8. How can the Town of Pelham be more eco-friendly?

Plant more trees - 2

Eco spaces

Clean up trails

More garbage cans

Public Transit - 2

Emphasize recycling - 2

Eco initiatives

Community garden - 2

School initiatives

More recycling bins around town - 3

Electric cars

Preserve farmland

Community cleanups

More parks

Less houses

Bikes for rent (bike trails)

Composting - 2

Solar panels and geothermal heating



Pelham Transit and Bus Stop

9. Where would you like to see more green space?

Subdivisions (East Fenwick) - 2

New Community Centre

Schools

Everywhere - 2

Like St. Johns

Steve Bauer Trail

The arena

Harold Black Park

Instead of building

By Mossimos

Downtown (sides of streets)

Gardens in the town

Where new development is



Pelham Playground

10. How could youth art be more present in Pelham?

Contests art displayed - 2	Community painting
Art shop (pop up)	Sculptures
Scavenger hunt (art)	Youth art show
Sidewalks	In Community Centre
Mural - 4	Youth art charity events
Arts program - 2	Website to display youth art
Youth music nights	Display during the market
Monthly school art shows	Sidewalk Art
Light show	
Graffiti wall - 2	

11. How can we make Pelham a more accepting and well-rounded community? Ex. different interests, religions, cultures etc.

More cultural restaurants get people more active in town	Religious meeting places
More ethnic festivals – 4	Town tours
Programs in the community centre	Fixing up churches
Multicultural nights/events	Multicultural clubs
Mental health support	Aboriginal art
Suggestion box	Cultural bands at Bandshell
Keep town small	

12. Do you get involved or volunteer in town events? If so, which ones?

Food drive – 3

Rose city kids

Bingo (old)

Christmas dinner

Not advertised - 4

Myac

Summerfest - 2

Sports

Animal shelter

Lifeguard

Hope centre

Not old enough

Parades

Camps

Pelham Cares

St. Vincent de Paul

Salvation army



MYAC at the Christmas
Parade and Easter Egg Hunt

13. What did you like about Summerfest? Did you visit the Teen Zone?

No – 7

Didn't know - 6

Liked:

Lots of different foods available

Lots of little shops

Always music playing

Lots of activities

Need:

Teen Zone was not advertised - 2

More affordable vendors

Make Teen Zone closer to Summerfest

Over packed

Need Dancing on the Street

Obstacle course

Colour run

Carnival

Bubble soccer

Better music



MYAC walking in the Canada Day Parade

14. What would make events more appealing to teens?

Paintball or laser tag	Teen skate
Carnival games	Pickup leagues
Gaming days	Ice cream trucks fairs
Spring parade	Indoor ropes course
Sports game night	Volleyball (outdoor)
Home film festival	Better music
Obstacle course	More teen targeted events
Colour run	Dancing on the street
Home business festival	Bubble soccer
Motivational speakers	Food eating contest
Promote events on social media	Free food

15. What would attract you to a community event like Summerfest?

Contest	50 50 draw
Teen events - 2	Games
Cooperative games	Good music - 2
Bubble soccer	Ice cream truck
Photo booth - 2	Light show
Library display teen books	Lounge area
Cupcake and cookie decorating	Teen zone at night (glow in the dark)
Animals	Colour run
Dunk tank	Prize winning activities
Candy bar	Fireworks

16. What events/programs would you like to see in the community centre?

Sports camp

Motivational speakers

Lacrosse

Circus

Art and community events

Music acts

Music

Dance, Zumba, Yoga

Fitness room

Roller skating

Green screen room

Garden

Movie nights - 2

Daycare

Chute ball

Dances - 2

Handball

Ping pong

Paint night

Day programs

Youth group - 2

3 on 3 sports

Cooking and art classes

Courses and classes (babysitting)

Graduation

Book club



17. Would you be interested in attending pick up sports at the community centre?

Yes - 4

No

Small cost

Make friends

Hockey - 3

Ball hockey

Basketball - 4

Lacrosse - 2

Volleyball - 2

Soccer

International games

Tournament (weekend)

Darts

Canned food as admission

Intramurals

Pick up hockey, ball hockey, volleyball and lacrosse

Different sports that you don't play everyday

Pick up sports – you don't have to be fully committed

3 on 3 tournaments for fundraising



2017/2018 MYAC

Back left: Parker Triano, Matthew Iannizzi, Ethan Youth, Sofia Labricciosa, Emily Bonisteel, Mackenna Belding, Kaitlyn Palmateer, Sarah Schaefer, Anderson Cecchini

Front left: Tessa Piccolo, Ava Colangelo, Ella Robert, Natalie Anderson

Missing: Benjamin Bonisteel

18. What platform would you prefer to receive your information from? Ex. Instagram, Facebook, etc.

Snapchat - 8

(Filter, Geo Tag)

Instagram - 5

Facebook - 4

Newspaper

Website

Twitter - 2

Remind - 2

Vsco - 2

i-Message - 2

app - 2

Skywriting - 2

School - 3

Google plus - 2



@Pelham_MYAC



@PMYAC



@PMYAC



Corporation of the Town of Pelham
Report to the Town Council
on the 2017 audit

April 30, 2018

Private and confidential

To the Members of Council
Corporation of the Town of Pelham
20 Pelham Town Square
Fonthill ON L0S 1E0

Re: Report on audited annual Financial Statements

Dear Council Members,

We are pleased to submit this report on the status of our audit of the consolidated financial statements of the Corporation of the Town of Pelham (the "Town") for the 2017 fiscal year. This report summarizes the scope of our audit, our findings and reviews certain other matters that we believe to be of interest to you. We are continuing to work with management to complete the outstanding matters summarized on page 2 of this report.

As agreed in our master service agreement dated January 4, 2017, we have performed an audit of the following, in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"):

- Consolidated financial statements of the Town as at, and for the year ended, December 31, 2017; and
- Financial statements of the Corporation of the Town of Pelham Trust Funds (the "Trust Funds") as at, and for the year ended, December 31, 2017.

This report is intended solely for the information and use of the Council, management and others within the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

We would like to express our appreciation for the cooperation we received from employees of the Town with whom we worked to discharge our responsibilities.

We look forward to discussing this report summarizing the outcome of our audit with you and answering any questions you may have.

Yours truly,



Chartered Professional Accountants
Licensed Public Accountants

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Appendix 2 – Draft management representation letter

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Appendix 4 – Management letter

Appendix 5 – New and Revised Auditor Reporting Standards

Our audit explained

This report summarizes the main findings arising from our audit.

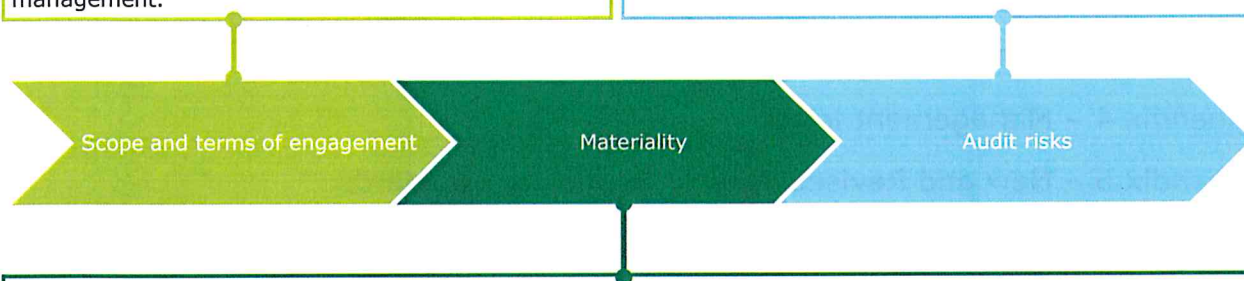
Audit scope and terms of engagement

We have been asked to perform an audit of the Town's financial statements (the "financial statements") in accordance with Canadian public sector accounting standards ("PSAS") as at and for the year ended December 31, 2017. Our audit was conducted in accordance with Canadian Generally Accepted Auditing Standards ("Canadian GAAS").

The terms and conditions of our engagement are described in the master service agreement dated January 4, 2017, which was signed on behalf of management.

Audit risks

Through our risk assessment process, we have identified the audit risks. These risks of material misstatement and related audit responses are discussed in the Audit Risks section of this report.

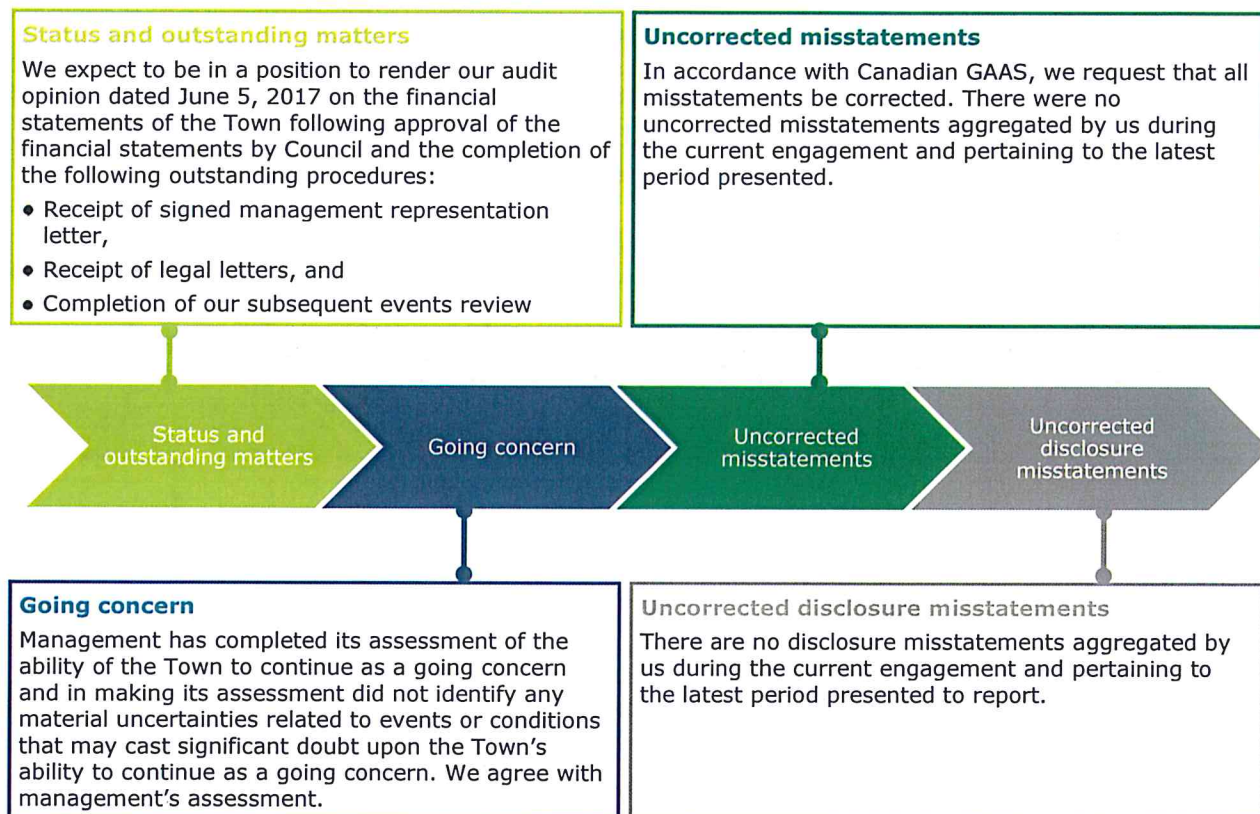


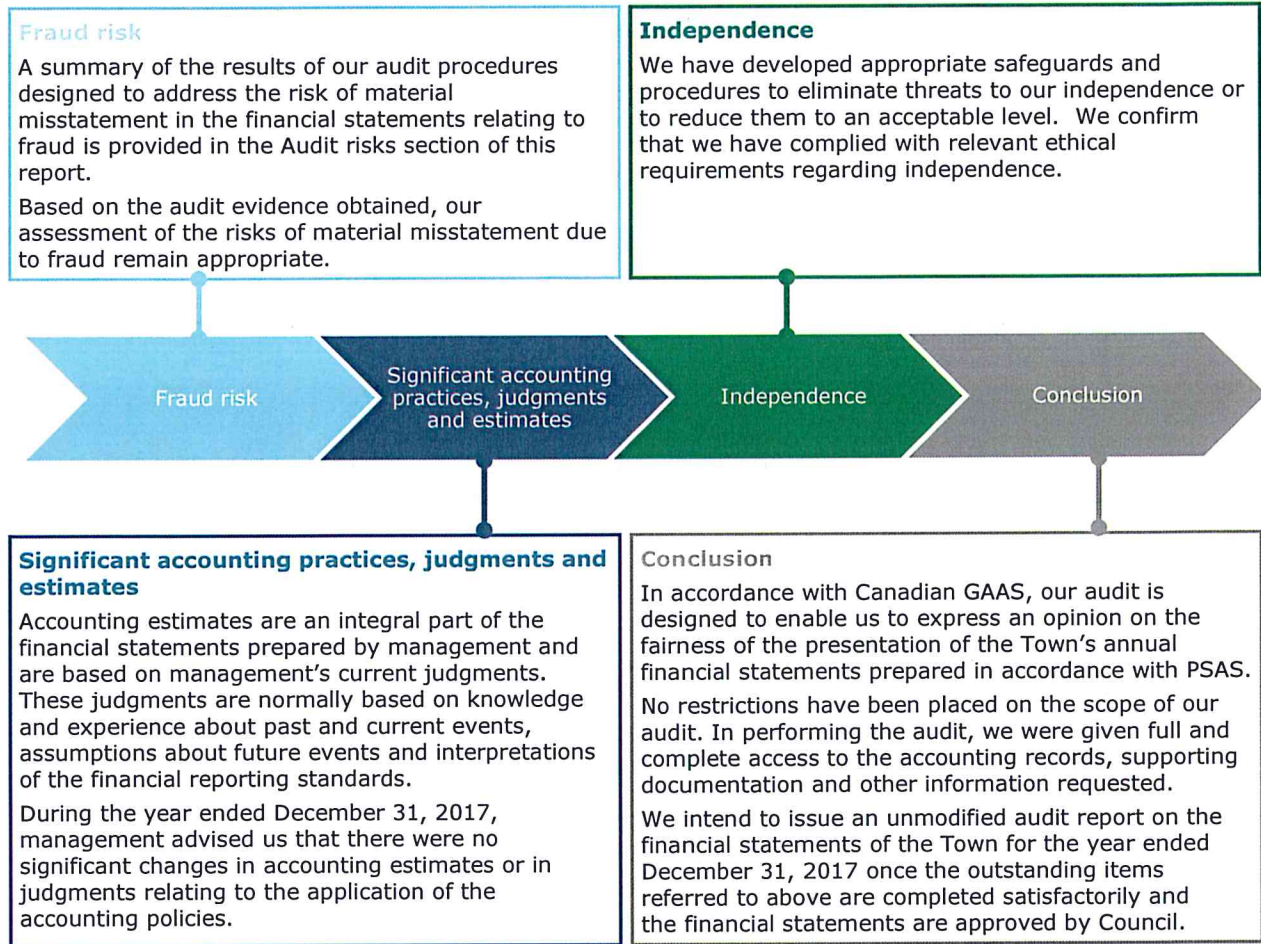
Materiality

We are responsible for providing reasonable assurance that your financial statements as a whole are free from material misstatement.

Materiality levels are determined on the basis of expenses.

We have informed the Council of all uncorrected misstatements greater than a clearly trivial amount of 5% of materiality and any misstatements that are, in our judgment, qualitatively material. In accordance with Canadian GAAS, we asked that any misstatements be corrected. None were noted as part of our 2017 audit.





Audit risks

The audit risks identified as part of our risk assessment, together with our planned responses and conclusions, are described below.

Revenue and deferred revenue amounts*

Audit risk	Our audit response	Audit results
Under Canadian GAAS, we are required to evaluate the risk of fraud in revenue recognition. We have evaluated the revenue transactions, and we have concluded that the significant risk is that revenue may have been recorded in the incorrect period.	<ul style="list-style-type: none"> Substantive testing to determine if restricted contributions (i.e., development charges, gas tax, conditional grants, etc.) have been recognized as revenue in the appropriate period. 	We obtained sufficient audit evidence to conclude that there were no material misstatements.

Year-end cut-off

Audit risk	Our audit response	Audit results
Determine if cut-off of revenues and expenses are appropriate.	<ul style="list-style-type: none"> Substantive testing on accounts payable, accrued liabilities, deferred revenue and accounts receivable, and Test disbursements subsequent to year-end. 	We obtained sufficient audit evidence to conclude that there were no material misstatements.

Tangible capital assets

Audit risk	Our audit response	Audit results
Appropriate accounting and disclosure.	<ul style="list-style-type: none"> Test assumptions used in determining completeness, valuation, recording and cut-off of 2017 additions and disposals, and Testing of calculations of amortization. 	We obtained sufficient audit evidence to conclude that there were no material misstatements.

*Area of significant risk

Internal controls

Audit risk	Our audit response	Audit results
The role of Treasurer transitioned during the year. Such personnel changes may result in changes to internal controls and processes.	<ul style="list-style-type: none"> • Evaluate the design and determine the implementation of controls in the period prior to and subsequent to the departure of the Treasurer to ensure that controls continue to be in place and properly designed during the transition period of the new Treasurer, • Assess whether any changes occurred in key controls performed by the Treasurer during the transition and any vacancy period, and • Ensure sufficient segregation of duties and appropriate approval processes continue to be in place subsequent to the transition of the Treasurer. 	We obtained sufficient audit evidence to conclude that there were no material misstatements.

Year-end accruals and other estimates (including salaries, employee future benefits, contaminated sites and allowance for doubtful accounts)

Audit risk	Our audit response	Audit results
Estimates require management judgments and assumptions.	<ul style="list-style-type: none"> • Obtain documentation on management's control over accounting estimates and assess risk • Review and assess the consistency of major assumptions used to develop significant accounting estimates • Compare actual historical experience to models employed in such calculations • Obtain calculations from experts for accruals such as employee future benefit liability and contaminated sites, and assess assumptions and data used to prepare the report, and • Review actual outcome of prior year estimates. 	We obtained sufficient audit evidence to conclude that there were no material misstatements.

Management override of controls*

Audit risk	Our audit response	Audit results
<p>Management is in a unique position to override internal controls, which could allow manipulation of the accounting records that could result in financial statements that are materially misstated.</p> <p>This represents a fraud risk for the 2017 audit.</p>	<ul style="list-style-type: none"> • We discussed fraud with management. • We tested a sample of journal entries made throughout the period, and adjustments made at the end of the reporting period. • We evaluated the business rationale for any significant unusual transactions. • We determined whether the judgements and decisions related to management estimates indicate a possible bias, which included performing retrospective analysis of significant accounting estimates. • We maintained professional skepticism throughout the audit. 	<p>We obtained sufficient audit evidence to conclude that there were no material misstatements.</p>

*Area of significant risk

Other reportable matters

The following summarizes the status and findings of key aspects of our audit. In the appendices to this report, we have provided additional information related to certain matters we committed to report to Council as part of the audit plan.

	Comment
Changes to the audit plan	The audit was conducted in accordance with our audit plan, which was communicated to Council. We confirm that there have been no amendments to the audit scope and approach communicated in the audit plan.
Significant difficulties encountered in performing the audit	We did not encounter any significant difficulties while performing the audit. There were no significant delays in receiving information from management required for the audit nor was there an unnecessarily brief timetable in which to complete the audit.
Disagreements with management	In the course of our audit, we did not encounter any disagreements with management about matters that individually or in the aggregate could be significant to the financial statements.
Consultation with other accountants	Management has not consulted with other accountants about auditing or other accounting matters.
Legal and regulatory compliance	Our limited procedures did not identify any areas of material non-compliance with laws and regulations by the Town.
Post balance sheet events	At the date of finalizing this report, we are not aware of any significant post balance sheet events.

Appendix 1 – Communication requirements

Required communication	Refer to this report or document described below
Audit Service Plan	
1. Our responsibilities under Canadian GAAS, including forming and expressing an opinion on the financial statements	Master service agreement dated January 4, 2017
2. An overview of the overall audit strategy, addressing: <ol style="list-style-type: none"> Timing of the audit Significant risks, including fraud risks Nature and extent of specialized skill or knowledge needed to perform the planned audit procedures related to significant risk Names, locations, and planned responsibilities of other independent public accounting firms or others that perform audit procedures in the audit 	Audit plan communicated on January 4, 2017
3. Significant transactions outside of the normal course of business, including related party transactions	None noted.
Year End Communication	
4. Fraud or possible fraud identified through the audit process	None noted.
5. Significant accounting policies, practices, unusual transactions, and our related conclusions	See note 1 to the financial statements for significant accounting policies. No unusual transactions noted
6. Alternative treatments for accounting policies and practices that have been discussed with management during the current audit period	The significant accounting practices and policies selected and applied by management are, in all material respects, acceptable under PSAS and are appropriate to the particular circumstances of the Town
7. Matters related to going concern	None noted.
8. Management judgments and accounting estimates	See page 3 of this report
9. Significant difficulties, if any, encountered during the audit	None.
10. Material written communications between management and us, including management representation letters	Master service agreement dated January 4, 2017. Management representations letter – Appendix 2
11. Other matters that are significant to the oversight of the financial reporting process	None noted.
12. Modifications to our opinion(s)	None.

Required communication	Refer to this report or document described below
13. Our views of significant accounting or auditing matters for which management consulted with other accountants and about which we have concerns	None noted.
14. Significant matters discussed with management	None noted.
15. Illegal or possibly illegal acts that come to our attention	None noted.
16. Significant deficiencies in internal control, if any, identified by us in the conduct of the audit of the financial statements	None noted. Please refer to Appendix 4 for one management letter comment.
17. Uncorrected misstatements and disclosure items	No uncorrected misstatements or disclosure items noted.

Appendix 2 – Draft management representation letter

[Town letterhead]

May 7, 2018

Deloitte LLP
25 Corporate Park Drive
Suite 301
St. Catharines ON L2S 3W2

Dear Sirs:

Subject: Consolidated financial statements of the Corporation of the Town of Pelham for the year ended December 31, 2017

This representation letter is provided in connection with the audit by Deloitte LLP ("Deloitte" or "you") of the consolidated financial statements of the Corporation of the Town of Pelham (the "Town" or "we" or "us") for the year ended December 31, 2017, and a summary of significant accounting policies and other explanatory information (the "Financial Statements") for the purpose of expressing an opinion as to whether the Financial Statements present fairly, in all material respects, the financial position, results of operations, and cash flows of the Town in accordance with Public Sector Accounting Standards ("PSAS").

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

Financial statements

1. We have fulfilled our responsibilities as set out in the terms of the engagement letter between the Town and Deloitte dated January 3, 2017 for the preparation of the Financial Statements in accordance with PSAS. In particular, the Financial Statements are fairly presented, in all material respects, and present the financial position of the Town as at December 31, 2017 and the results of its operations and cash flows for the year then ended in accordance with PSAS.
2. Significant assumptions used in making estimates, including those measured at fair value, are reasonable.

In preparing the Financial Statements in accordance with PSAS, management makes judgments and assumptions about the future and uses estimates. The completeness and appropriateness of the disclosures related to estimates are in accordance with PSAS. The Town has appropriately disclosed in the Financial Statements the nature of measurement uncertainties that are material, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the Financial Statements.

The measurement methods, including the related assumptions and models, used in determining the estimates, including fair value, were appropriate, reasonable and consistently applied in accordance with PSAS and appropriately reflect management's intent and ability to carry out specific courses of action on behalf of the entity. No events have occurred subsequent to December 31, 2017 that require adjustment to the estimates and disclosures included in the Financial Statements.

There are no changes in management's method of determining significant estimates in the current year.

3. All related party relationships and transactions have been appropriately accounted for and disclosed in the Financial Statements in accordance with the requirements of PSAS.
4. We have determined that the Financial Statements are complete as of the date of this letter as this is the date when there are no changes to the Financial Statements (including disclosures) planned or expected. Financial Statements have been approved in accordance with our process to finalize financial statements.
5. We have completed our review of events after December 31, 2017 and up to the date of this letter. All events subsequent to the date of the Financial Statements and for which PSAS requires adjustment or disclosure have been adjusted or disclosed. Accounting estimates and disclosures included in the Financial Statements that are impacted by subsequent events have been appropriately adjusted.
6. The Financial Statements are free of material errors and omissions.

Information provided

7. We have provided you with:
 - a. Access to all information of which we are aware that is relevant to the preparation of the Financial Statements, such as records, documentation and other matters.
 - b. All relevant information as well as additional information that you have requested from us for the purpose of the audit; and,
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
8. All transactions have been properly recorded in the accounting records and are reflected in the Financial Statements.
9. We have disclosed to you the results of our assessment of the risk that the Financial Statements may be materially misstated as a result of fraud.
10. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the Financial Statements.
11. We have disclosed to you all information in relation to allegations of actual, suspected or alleged fraud, or illegal or suspected illegal acts affecting the Town.
12. We have disclosed to you all communications from regulatory agencies concerning non-compliance with or deficiencies financial reporting practices and all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the Financial Statements.

13. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware, including guarantees, non-monetary transactions and transactions for no consideration.
14. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud and error.
15. We have disclosed to you all known, actual or possible litigation and claims, whether or not they have been discussed with our lawyers, whose effects should be considered when preparing the Financial Statements. As appropriate, these items have been disclosed and accounted for in the Financial Statements in accordance with PSAS.

Independence matters

For purposes of the following paragraphs, "Deloitte" shall mean Deloitte LLP and Deloitte Touche Tohmatsu Limited, including related member firms and affiliates.

16. Prior to the Town having any substantive employment conversations with a former or current Deloitte engagement team member, the Town has held discussions with Deloitte and obtained approval from Council.
17. We have ensured that all services performed by Deloitte with respect to this engagement have been pre-approved by the Council in accordance with its established approval policies and procedures.

Other matters

18. The Town has satisfactory title to and control over all assets, and there are no liens or encumbrances on such assets. We have disclosed to you and in the Financial Statements all assets that have been pledged as collateral.
19. We have disclosed to you all liabilities, provisions, contingent liabilities and contingent assets, including those associated with guarantees, whether written or oral, and they are appropriately reflected in the Financial Statements.
20. We have disclosed to you, and the Town has complied with all aspects of contractual agreements that could have a material effect on the Financial Statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
21. We have disclosed to you all the documents that we expect to issue that may comprise other information, in the context of CAS 720, *The Auditor's Responsibilities Relating to Other Information in Documents Containing Audited Financial Statements*.

Selection of accounting policies and recording of transactions

22. The Town's accounting policies and their method of application have been applied on a basis consistent with that of the audited consolidated financial statements as at and for the year ended December 31, 2016.

Work of management's experts

23. We agree with the work of management's experts in evaluating the landfill liability and employee future benefits liability, and have adequately considered the competence and capabilities of the experts in determining amounts and disclosures used in the Financial Statements and underlying accounting records. We did not give any, nor cause any, instructions to be given to management's experts with respect to values or amounts derived in an attempt to bias their work, and we are not aware of any matters that have impacted the independence or objectivity of the experts.

Plans or intentions affecting carrying value/classification of assets and liabilities

24. We have disclosed to you all plans or intentions that may materially affect the carrying value or classification of assets and liabilities reflected in the Financial Statements.

Loans and receivables

25. The Town is responsible for determining and maintaining the adequacy of the allowance for doubtful notes, loans, and accounts receivable, as well as estimates used to determine such amounts. Management believes the allowances are adequate to absorb currently estimated bad debts in the account balances.
26. We have identified to you all forgivable loans and loans with concessionary terms and have appropriately reflected these instruments in the financial statements.

Investments

27. With regard to the Town's investments, we have disclosed to you any events that have occurred and facts that have been discovered with respect to such investment that would indicate any other than temporary impairment of the investment's value.

Employee future benefits

28. Employee future benefit costs, assets, and obligations have been properly recorded and adequately disclosed in the Financial Statements including those arising under defined benefit and defined contribution plans as well as termination arrangements. We believe that the actuarial assumptions and methods used to measure defined benefit plan assets, liabilities and costs for financial accounting purposes are appropriate in the circumstances.
29. We have disclosed to you any intentions of terminating any of our pension plans or withdrawing from the multi-employer plan, or taking any other action that could result in an effective termination or reportable event for any of the plans. We have disclosed to you any occurrences that could result in the termination of any of our pension or multi-employer plans to which we contribute.
30. We are unable to determine the possibility of a withdrawal liability in a multi-employer benefit plan.
31. We do not plan to make frequent amendments to our pension or other post-retirement benefit plans.

Liabilities for contaminated sites

32. We have evaluated all of our tangible capital assets that we own or accept responsibility, and have not identified any sites in which contamination exceeds an environmental standard.

Various matters

33. The following have been properly recorded and, when appropriate, adequately disclosed and presented in the Financial Statements:
- a. Economic dependence on another party
 - b. Losses arising from sale and purchase commitments
 - c. Agreements to buy back assets previously sold
 - d. Provisions for future removal and site restoration costs
 - e. Financial instruments with significant individual or group concentration of credit risk, and related maximum credit risk exposure
 - f. Sales with recourse provisions
 - g. Sales incentives, including cash consideration provided to customers and vendor rebates
 - h. Arrangements with financial institutions involving compensating balances or other arrangements involving restriction on cash balances and line-of-credit or similar arrangements
 - i. All impaired loans receivable
 - j. Loans that have been restructured to provide a reduction or deferral of interest or principal payments because of borrower financial difficulties.

Yours truly,

Town of Pelham

Darren Ottaway
CAO

Teresa Quinlin, CPA, CA
Treasurer

Appendix 3 – Independence letter

April 30, 2018

Private and confidential

To the Members of Council
Corporation of the Town of Pelham
20 Pelham Town Square
Fonthill ON L0S 1E0

Dear Council Members,

We have been engaged to audit the consolidated financial statements of Town of Pelham (the "Town") for the year ended December 31, 2017.

You have requested that we communicate in writing with you regarding our compliance with relevant ethical requirements regarding independence as well as all relationships and other matters between the Town, our Firm and network firms that, in our professional judgment, may reasonably be thought to bear on our independence. You have also requested us to communicate the related safeguards that have been applied to eliminate identified threats to independence or reduce them to an acceptable level.

In determining which relationships to report, we have considered relevant rules and related interpretations prescribed by the appropriate provincial regulator/ordre and applicable legislation, covering such matters as:

- a. Holding a financial interest, either directly or indirectly, in a client
- b. Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client
- c. Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client
- d. Economic dependence on a client, and
- e. Provision of services in addition to the audit engagement.

We confirm to you that the engagement team and others in the firm as appropriate, the firm and, when applicable, network firms have complied with relevant ethical requirements regarding independence.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since our appointment as your auditors.

We are not aware of any relationships between the Deloitte entities (defined as the Member Firms of Deloitte Touche Tohmatsu Limited and their respective affiliates) and the Town, its affiliates, or persons in financial reporting oversight roles at the Town and its affiliates, that, in our professional judgment, may reasonably be thought to bear on independence, that have occurred from May 30, 2017 to April 30, 2018.

We hereby confirm that we are independent with respect to the Town in accordance with the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario as of April 20, 2018.

This letter is intended solely for the use of the Council, management, and others within the Town.

Yours truly,



Chartered Professional Accountants
Licensed Public Accountants

Appendix 4 – Management letter



Deloitte LLP
25 Corporate Park Drive
St. Catharines ON L2S 3W2
Canada

Tel: 905-323-6000
Fax: 905-323-6001
www.deloitte.ca

April 30, 2018

Private and confidential

Ms. Teresa Quinlin, MBA, CPA, CA
Treasurer and Director Corporate Services
Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fontill ON L0S 1E0

Dear Ms. Quinlin:

We have substantially completed our examination of the consolidated financial statements of the Town of Pelham (the "Town") for the year ended December 31, 2017. We would like to provide the attached management comment for your consideration.

As part of our examination, we reviewed the Town's systems and internal controls to the extent we considered necessary to make an evaluation of such systems and procedures in accordance with Canadian generally accepted auditing standards. Under these standards, the fundamental purpose of the evaluation is to assess audit risk and to establish a basis for reliance on the internal controls in determining the nature, extent and timing of other auditing procedures, which are necessary for the expression of an opinion on the financial statements; it is not to determine whether internal controls are adequate for management's purposes.

While the audit did not include an in-depth evaluation of all systems or all aspects of any individual system, we undertake to report any internal control matters which come to our attention during the audit. Our comments and recommendations are set out in the attached report.

We would be pleased to discuss our recommendations and provide any assistance you may wish in their implementation.

Yours very truly,

A handwritten signature in black ink that reads "Deloitte LLP".

Chartered Professional Accountants
Licensed Public Accountants

Enclosure

c: Members of Council

Time entry input error

Observation

During our audit, we noted that an employee was able to enter an incorrect number of hours into the time entry system, which resulted in an overpayment of their paycheck. This was due to: 1) the time entry system not having restrictions on number of hours that can be entered in a day; and 2) the input error was not detected through either the approval or payroll review processes.

Recommendation

We recommend that the Town implement stronger time entry system controls to mitigate this type of input error from occurring in the future (for example, by restricting the daily hour input to a maximum number of hours). We also recommended that management conduct payroll reasonability reviews using the support of exception reports generated from their time entry system.

Management response

At the time of writing this response, we are of the understanding that our time entry system is not capable of having a maximum number of hours for entry, but we have contacted the software provider again to determine whether a solution is available. While we do have a payroll reasonability review process in place, we added an additional report summarizing hours for part-time staff which will be reviewed and approved prior to payroll processing. We will also implement a monthly review process summarizing hours and dollars paid to each employee, which will be signed off by the director of each department and returned to Corporate Services for review.

Appendix 5 – New and Revised Auditor Reporting Standards

On April 11, 2017, the Canadian Auditing and Assurance Standards Board (AASB) approved new and revised Canadian Auditing Standards (CASs) on auditor reporting which will be effective for audits of financial statements for periods ending on or after December 15, 2018 with earlier application permitted.

While a number of CASs were impacted, the most significant changes made relate to the following four standards:

- Revised CAS 700, Forming an Opinion and Reporting on Financial Statements
- New CAS 701, Communicating Key Audit Matters in the Independent Auditor's Report
- Revised CAS 720, The Auditor's Responsibilities Relating to Other Information
- Revised CAS 570, Going Concern

These CASs are based on the International Auditing and Assurance Standards Board's (IAASB) new and revised International Standards on Auditing (ISAs) that were effective for periods ending on or after December 15, 2016 however there are two significant differences:

1. Deferral of the effective date for application by one year, and
2. Amending the scope of reporting Key Audit Matters so that such matters are communicated in the auditor's report only when required by law or regulation or the auditor decides to do so.

The following sets out the enhancements made to the new Independent Auditor's Report

Changes to the Auditor's Report and new reporting requirements

For all audits

Auditor's opinion	<ul style="list-style-type: none"> • auditor's opinion moved from the end of the auditor's report to the very beginning
Auditor's independence and ethics	<ul style="list-style-type: none"> • an explicit statement of the auditor's independence in accordance with relevant ethical requirements and the auditor's fulfillment of other ethical responsibilities
Going concern	<ul style="list-style-type: none"> • a separate section under the heading "Material Uncertainty Related to Going Concern", when a material uncertainty exists related to an entity's ability to continue as a going concern and is adequately disclosed in the financial statements
Other information	<ul style="list-style-type: none"> • a separate section under the heading "Other Information", when an entity prepares other information (e.g., an annual report) containing or accompanying the entity's financial statements and auditor's report thereon, to explain management's and the auditor's responsibilities for the other information and the auditor's conclusion from reading and considering the other information
Roles and Responsibilities	<ul style="list-style-type: none"> • an enhanced description of management's responsibilities for assessing the entity's ability to continue as a going concern and whether the use of the going concern basis of accounting is appropriate • identification of those charged with governance (when applicable) and their responsibility for the oversight of the financial reporting process

	<ul style="list-style-type: none"> • an enhanced description of the auditor's responsibilities to conclude on the appropriateness of management's use of the going concern basis of accounting • an enhanced description of the auditor's responsibilities in an audit of group financial statements
For audits of entities where the auditor decides or law or regulation requires reporting of key audit matters	
Key audit matters	<ul style="list-style-type: none"> • a separate section under the heading "Key Audit Matters", when law or regulation requires the auditor, or the auditor decides, to communicate key audit matters in the auditor's report to those charged with governance that, in the auditor's judgment, were of most significance to the audit

We will work to provide Regional Municipality of Niagara and the Audit Committee with guidance on the implications of the new and revised auditor reporting standards.

Benefits

- **Transparency** into the audit and discussions between the auditor, those charged with governance, and management
- **More robust** discussions between auditors and those charged with governance
- **Enhanced** communications between all stakeholders including regulators
- **Relevant** auditor's reports and insights into the complexities of the entity
- **Comparability** across industries and audit firms
- **Improved** audit and financial reporting quality

Highlights of Changes to Performance Requirements with respect to Going Concern

Auditors are now required to evaluate the adequacy of management's disclosure in the financial statements for "close calls" related to going concern (i.e., when events or conditions were identified that may cast significant doubt of an entity's ability to continue as a going concern but due to management's plans, the auditor concluded that no material uncertainty exists).

The following are some considerations for those charged with governance to start discussing with their auditor.

Implementation considerations for those charged with governance

- **KAMs:** If applicable, this commentary in the audit report will have a significant impact on the timing of:
 - Meetings between the auditor and the Audit Committee to discuss risks, which will form the basis of KAMs
 - Meetings with the auditor to identify, discuss and challenge KAMs as early as possible, and
 - Review of the auditor's report as the process will likely be more rigorous.
- **Going Concern:** Increased auditor focus may heighten your scrutiny of management's process for assessing the entity's ability to continue as a going concern and the relevance and completeness of related disclosures in the financial statements, particularly for "close calls".
- **Other information:** Discuss with the auditor which documents will be within the scope of "other information", evaluate timeframes for drafting and finalizing these documents, and assess documents for consistency with financial statements to ensure factually correct and reasonable.

Resources

The AASB is currently working with CPA Canada and other groups to drive the effective implementation of the new standards through a broad range of communications, tools and guidance materials for stakeholders. CPA Canada has issued a number of [Audit and Assurance alerts](#) in June 2017 discussing key features of the changes and will be releasing a web portal devoted exclusively to the topic of implementing auditor reporting. Webinars and other publications will be issued throughout the remainder of the year, including an update expected in December incorporating the changes to the new auditor's report into a revised reporting guide, "[Reporting Implications of New Auditing and Accounting Standards](#)."

- Keep abreast of the Canadian project at www.cfr.deloitte.ca.
- Information relating to the new and revised CASs and conforming amendments to other CASs can be found on the [AASB website](#).

We encourage you to engage your engagement partner or any other member of the Deloitte Team with any questions or enquiries related to the new and revised auditor reporting standards.



www.deloitte.ca

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Consolidated Financial Statements of

CORPORATION OF THE TOWN OF PELHAM

December 31, 2017

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CORPORATION OF THE TOWN OF PELHAM

December 31, 2017

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Independent Auditor's Report

To the Members of Council, and the Citizens of the
Corporation of the Town of Pelham

We have audited the accompanying consolidated financial statements of the Corporation of the Town of Pelham, which comprise the consolidated statement of financial position as at December 31, 2017, and the consolidated statements of operations, change in net debt and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Corporation of the Town of Pelham as at December 31, 2017, and the results of its operations, change in its net debt and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants
Licensed Public Accountants
May 7, 2018

CORPORATION OF THE TOWN OF PELHAM

Consolidated Statement of Financial Position

December 31, 2017

	2017	2016
FINANCIAL ASSETS		
Cash and cash equivalents	\$ 3,885,925	\$ 9,324,711
Taxes receivable	1,791,341	2,210,469
User charges receivable	597,267	592,086
Accounts receivable	6,512,813	6,753,703
Tangible capital asset held for sale (Note 3)	885,648	-
Investment in subsidiary (Note 2)	5,312,718	5,293,453
	18,985,712	24,174,422
LIABILITIES		
Bank indebtedness (Note 4)	2,577,778	1,800,000
Accounts payable and accrued liabilities	9,633,723	7,712,420
Other liabilities	1,718,632	1,429,957
Deposits and deferred revenue	651,775	1,864,319
Deferred revenue - obligatory reserve funds (Note 5)	3,840,767	3,398,984
Long-term debt (Note 6)	31,905,664	21,310,239
Employee benefit obligations (Note 7)	419,726	399,342
	50,748,065	37,915,261
Contingencies (Note 18)		
Net debt	(31,762,353)	(13,740,839)
NON FINANCIAL ASSETS		
Tangible capital assets (Schedule 2)	125,637,896	104,132,637
Prepaid expenses	129,401	373,244
	125,767,297	104,505,881
Accumulated surplus (Note 8)	\$ 94,004,944	\$ 90,765,042

Signed on behalf of the Town:

Dave Augustyn, Mayor



Teresa Quinlin, Treasurer



The accompanying notes to the consolidated financial statements are an integral part of this consolidated financial statement.

CORPORATION OF THE TOWN OF PELHAM

Consolidated Statement of Operations

For the Year Ended December 31, 2017

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
REVENUE			
Taxation (Note 10)	\$ 12,428,471	\$ 12,468,706	\$ 11,648,113
User charges (Note 11)	5,628,903	5,896,406	6,298,719
Grants (Note 13)	853,588	968,598	1,117,957
Contributions from developers	1,090,989	3,061,990	1,352,815
Contributed tangible capital assets	-	-	4,928,757
Other (Note 14)	2,741,685	1,201,394	819,533
Equity earnings in subsidiary (Note 2)	-	71,012	91,166
Gain on disposal of tangible capital assets	-	434,599	11,527
	22,743,636	24,102,705	26,268,587
EXPENSES			
General government	3,200,705	3,938,935	3,364,145
Protection to persons and property	1,912,509	1,946,632	1,918,954
Transportation services	5,802,629	5,945,354	5,966,156
Environmental services	4,550,255	4,419,347	4,623,560
Health services	128,279	125,306	123,481
Recreation and culture services	3,919,740	3,911,721	3,340,816
Planning and development	438,841	575,508	466,160
	19,952,958	20,862,803	19,803,272
Annual surplus	2,790,678	3,239,902	6,465,315
Accumulated surplus, beginning of year	90,765,042	90,765,042	84,299,727
Accumulated surplus, end of year	\$ 93,555,720	\$ 94,004,944	\$ 90,765,042

The accompanying notes to the consolidated financial statements are an integral part of this consolidated financial statement.

CORPORATION OF THE TOWN OF PELHAM

Consolidated Statement of Change in Net Debt

For the Year Ended December 31, 2017

	Budget 2017	Actual 2017	Actual 2016
ANNUAL SURPLUS	\$ 2,790,678	\$ 3,239,902	\$ 6,465,315
Amortization of tangible assets	5,000,000	4,793,430	4,703,874
Acquisition of tangible capital assets	(6,465,572)	(27,281,339)	(15,761,806)
Tangible capital asset held for sale	-	885,648	-
Gain on disposal of tangible capital assets	-	(434,599)	(11,527)
Proceeds on disposal of tangible capital assets	-	531,601	263,536
	1,325,106	(18,265,357)	(4,340,608)
Acquisition of prepaid expenses	-	(115,719)	(349,081)
Use of prepaid expenses	-	359,562	175,050
	-	243,843	(174,031)
Increase in net debt	1,325,106	(18,021,514)	(4,514,639)
Net debt, beginning of year	(13,740,839)	(13,740,839)	(9,226,200)
Net debt, end of year	\$ (12,415,733)	\$ (31,762,353)	\$ (13,740,839)

The accompanying notes to the consolidated financial statements are an integral part of this consolidated financial statement.

CORPORATION OF THE TOWN OF PELHAM

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2017

	2017	2016
OPERATING ACTIVITIES		
Annual surplus	\$ 3,239,902	\$ 6,465,315
Items not involving cash:		
Amortization of tangible assets	4,793,430	4,703,874
Gain on disposal of tangible capital assets	(434,599)	(11,527)
Net earnings from investment in subsidiary	(71,012)	(91,166)
Employment benefit obligations	20,384	82,813
Change in non-cash assets and liabilities:		
Taxes receivable	419,128	96,118
User charges receivable	(5,181)	(12,886)
Accounts receivable	240,890	(5,811,646)
Accounts payable and accrued liabilities	1,921,303	3,973,864
Other liabilities	288,675	458,245
Deferred revenue - obligatory reserve funds	441,783	1,466,495
Deposits and deferred revenue	(1,212,544)	1,706,621
Prepaid expenses	243,843	(174,031)
	9,886,002	12,852,089
CAPITAL ACTIVITIES		
Proceeds on disposal of tangible capital assets	531,601	263,536
Acquisition of tangible capital assets, net of construction in process capitalized	(27,281,339)	(15,761,806)
	(26,749,738)	(15,498,270)
FINANCING ACTIVITIES		
Increase/(decrease) in bank indebtedness	777,778	(1,550,000)
Dividends received from investment in subsidiary (Note 2)	51,747	51,595
Issuance of long-term debt	12,138,592	14,816,166
Repayment of long-term debt	(1,543,167)	(1,901,299)
	11,424,950	11,416,462
Net (decrease) increase in cash	(5,438,786)	8,770,281
Cash and cash equivalents, beginning of year	9,324,711	554,430
Cash and cash equivalents, end of year	\$ 3,885,925	\$ 9,324,711

The accompanying notes to the consolidated financial statements are an integral part of this consolidated financial statement.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

1. Significant accounting policies

The Corporation of the Town of Pelham ("the Town") is a municipality that provides municipal services such as fire, public works, planning, parks and recreation, library and other general government operations.

The consolidated financial statements of the Town are the representation of management prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Town are as follows:

a. Basis of consolidation

These consolidated financial statements reflect the assets, liabilities, non-financial assets, revenues, and expenses and include all activities of all committees of Council and the following local boards and municipal entities which are under the control of Council:

i. Pelham Public Library Board

Interdepartmental and organizational transactions and balances are eliminated.

The following joint local board is proportionately consolidated:

ii. Niagara Central Airport Commission (Joint Board)

Related party transactions are eliminated (Note 16).

iii. Peninsula West Power Inc.

Peninsula West Power Inc., a subsidiary corporation of the Town, is accounted for on a modified equity basis, consistent with the generally accepted accounting treatment for government enterprises (Note 2). Under the modified equity basis, the business enterprise's accounting principles are not adjusted to conform with those of the Town, and interorganizational transactions and balances are not eliminated.

The consolidated statements exclude trust funds that are administered for the benefit of external parties (Note 17).

b. Basis of accounting

The consolidated financial statements are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

1. Significant accounting policies (continued)

c. Deferred revenue - obligatory reserve funds

Receipts which are restricted by legislation of senior governments or by agreement with external parties are deferred and reported as restricted revenues. When qualifying expenses are incurred, restricted revenues are brought into revenue at equal amounts. Revenues received in advance of expenses which will be incurred in a later period are deferred.

d. Employee future benefits

The present value of the cost of providing employees with future benefit programs is expensed as employees earn these entitlements through service. The cost of the benefits earned by employees is determined using the projected benefit method pro-rated on service and management's best estimate of retirement ages of employees and expected health care and dental costs.

e. Cash and cash equivalents

For the purpose of the consolidated financial statements, the Town considers all short-term investments with an original maturity of three months or less to be cash equivalents.

f. Deposits and deferred revenue

Deposits and deferred revenue represent user fees and charges that have been collected but for which the related services have yet to be performed. These amounts will be recognized as revenue in the fiscal year the services are performed.

g. Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

1. Significant accounting policies (continued)

h. Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of an asset. The cost, less residual value of the tangible capital asset is amortized on a straight line basis over the estimated useful life as follows:

Classification	Useful life
Land improvements	15 to 40 years
Buildings	20 to 60 years
Machinery and equipment	7 to 40 years
Furniture and fixtures	5 to 10 years
Computer hardware	4 years
Computer software	5 years
Library collection	15 years
Linear assets	2 to 90 years
Vehicles	3 to 20 years

Half year amortization is charged in the year of acquisition and no amortization is taken in year of disposal. Assets under construction are not amortized until the asset is available for productive use.

The Town does not capitalize interest as part of the costs of its capital assets.

Tangible capital assets received as contributions are recorded at their fair market value at the date of receipt and also are recorded as revenue.

Works of art, artifacts, cultural or historic assets are not recorded as assets in the consolidated financial statements.

Leases are classified as capital or operating leases. Leases that transfer substantially all benefits incidental to ownership are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

i. Subdivision infrastructure

Subdivision streets, lighting, sidewalks, drainage and other infrastructure are required to be provided by subdivision developers. Upon completion they are turned over to the Town. The Town is not involved in the construction.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

1. Significant accounting policies (continued)

j. Reserves for future expenses

Certain amounts, as approved by Town Council, are set aside in reserves and reserve funds for future current and capital expenses.

k. Government transfer payments

Government transfers are recognized as revenues by the Town in the period during which the transfer is authorized and any eligibility criteria are met. Government transfers are deferred if they are restricted through stipulations that require specific actions or programs to be carried out in order to keep the transfer. For such transfers, revenue is recognized when the stipulation has been met.

l. Local improvements

The Town records capital expenses funded by local improvement agreements as they are incurred. Revenues are recognized in the year they become receivable.

m. Tax revenue

Tax revenue is recognized on all taxable properties within the Town that are included in the tax roll provided by the Municipal Property Assessment Corporation, using property values included in the tax roll or property values that can be reasonably estimated by the Town as it relates to supplementary or omitted assessments, at tax rates authorized by Council for the Town's own purposes in the period for which the tax is levied.

n. Region and school board transactions

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards and the Region of Niagara are not reflected in the accumulated surplus of these consolidated financial statements.

o. Development charges

Development charges, collected under the authority of Sections 33 to 35 of the Development Charges Act, 1997, are reported as deferred revenue - obligatory reserve funds in the consolidated statement of financial position in accordance with Canadian public sector accounting standards. Amounts applied to qualifying capital projects are recorded as revenue in the fiscal period in which the funds are expended on qualifying capital projects. Development charges will also be applied to cover costs for servicing debt including interest on borrowings and contributions to sinking funds to retire debt.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

1. Significant accounting policies (continued)

p. Management estimates

The preparation of these consolidated financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include accounts receivable, accrued liabilities, deferred revenue, employee benefit obligations and useful lives of tangible capital assets.

2. Subsidiary operations

Peninsula West Power Inc. (PWPI), established by Council under Municipal By-law 2004-45, is an amalgamation of hydro-electric commissions from the Municipalities of Lincoln, West Lincoln and Pelham. PWPI owns a 25.5% share of Niagara Peninsula Energy Inc., which provides electric distribution services and wholly-owns Peninsula West Services Ltd. (PWSL), which provides water heater, sentinel lights and related services. The Town of Pelham has a 17% interest in PWPI.

The following table provides condensed supplementary financial information for Peninsula West Power Inc.:

	2017	2016
Financial position		
Current assets	\$ 1,417,025	\$ 1,334,468
Capital assets	100,798	106,030
Investment	35,407,711	35,371,434
Total assets	36,925,534	36,811,932
Current liabilities		
Accounts payable and accrued liabilities	30,160	27,382
Future payments in lieu of taxes	5,649,496	5,651,993
Total liabilities	5,679,656	5,679,375
Net assets	31,245,878	31,132,557
Town of Pelham's interest - 17%	\$ 5,312,718	\$ 5,293,453

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

2. Subsidiary operations (continued)

	2017	2016
Change in equity investment in subsidiary		
Revenues	\$ 188,451	\$ 195,685
Expenses	(156,172)	(158,890)
Payment in lieu of income taxes	(7,841)	(539,145)
Gain (loss) from operations	24,438	(502,350)
Gain on investment	393,277	1,038,620
Net earnings	417,715	536,270
Dividends	(304,394)	(303,500)
Net increase in equity of subsidiary	113,321	232,770
Change in equity of subsidiary - 17%	\$ 19,265	\$ 39,570

The financial position, long-term debt, capital lease and contingent liabilities information is as reported by Peninsula West Power Inc. at December 31, 2017 and the results of operations is as reported for the year ended December 31, 2017. The comparative financial position and results of operations figures are as reported by Peninsula West Power Inc. at December 31, 2016.

The following summarizes the Town's related party transactions with Peninsula West Power Inc. for the year. All transactions are in the normal course of operations, and are recorded at the exchange value based on normal commercial rates, or as agreed to by the parties.

	2017	2016
Electricity purchased	\$ 32,887	\$ 47,493
Administration expense	4,876	7,124
	\$ 37,763	\$ 54,617

3. Tangible capital asset held for sale

As at December 31, 2017 the Town had land held for sale of \$885,648 (2016 - \$nil).

4. Bank indebtedness

The Town has an authorized revolving line of credit of \$3,000,000 at prime minus 0.25%, of which \$2,000,000 (2016 - \$2,800,000) remained unused at year-end. The line of credit is secured by borrowing by-law for operating line of \$3,000,000 held. Payment is due on demand. The Town has a non-revolving demand instalment loan of \$2,000,000 at prime minus 0.10%, of which \$422,222 (2016 - \$400,000) remained unused at year-end. Payment is due on demand.

In addition, the Town has an outstanding letter of credit in the amount of \$316,154 (2016 - \$316,154).

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

5. Deferred revenue - obligatory reserve funds

A requirement of PSAS is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as legislation restricts how these funds may be used and under certain circumstances these funds may be refunded.

The net change during the year in the legislatively restricted deferred revenue balances is as follows:

	Development charges	Parkland	Other	2017 Total	2016 Total
Balance, beginning of year	\$ 1,948,003	\$ 1,392,503	\$ 58,478	\$ 3,398,984	\$ 1,932,489
Restricted funds received	2,619,298	380,064	741,047	3,740,409	3,680,250
Interest earned	8,414	6,016	1,061	15,491	12,929
Collection of receivable	-	(380,064)	-	(380,064)	-
Revenue recognized	(2,166,920)	(92,936)	(674,197)	(2,934,053)	(2,226,684)
Balance, end of year	\$ 2,408,795	\$ 1,305,583	\$ 126,389	\$ 3,840,767	\$ 3,398,984

6. Long-term debt

(a) The balance of net long-term debt reported on the consolidated statement of financial position is made up of the following:

	2017	2016
The Town has assumed responsibility for the payment of principal and interest charges on certain long-term debt issued by the Region of Niagara. At the end of the year, the outstanding principal amount of this debt is	\$ 31,905,664	\$ 21,310,239

(b) The net long-term debt:

Debenture number	Purpose	Interest rates	Maturity dates	2017	2016
67-2009	Centennial Park	3.50% to 4.80%	2019	\$ 47,000	\$ 69,000
83-2011	Haist & Pelham St	1.55% to 4.05%	2021	749,829	922,551
73-2012	Haist St & Rice Rd	1.35% to 3.10%	2022	427,000	506,000
72-2013	Effingham & Hwy 20	1.40% to 3.75%	2023	447,859	516,869
78-2014	Pelham St & Fire Stn #2	1.20% to 3.30%	2024	1,287,423	1,455,653
75-2015	Fire Station #3	1.94%	2025	2,710,000	3,024,000
35-2016	Fenwick & Pt Robinson	1.20% to 2.40%	2026	5,211,271	5,750,000
72-2016	Meridian Community Centre	3.34%	2046	8,886,690	9,066,166
55-2017	Meridian Community Centre	3.22%	2047	12,138,592	-
				\$ 31,905,664	\$ 21,310,239

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

6. Long-term debt (continued)

(c) Principal repayments due in each of the next five years and thereafter are as follows:

2018	\$ 1,816,976
2019	1,855,006
2020	1,871,990
2021	1,917,620
2022	1,760,474
Thereafter	22,683,598
	\$ 31,905,664

The Town paid \$740,632 (2016 - \$320,007) interest on long-term debt during the year.

7. Employee benefit obligations

The Town completed a valuation for accounting purposes annually using the projected benefit method prorated on service.

The valuation was based on a number of assumptions about future events, such as inflation rates, interest rates, medical inflation rates, wage and salary increases, and employee turnover and mortality. The assumptions used reflect management's best estimates. The main assumptions employed for the valuation are as follows:

Discount rate	beginning of year	2.40%
	end of year	3.01%
Medical cost increases	ultimate trend rate	4.50%

The post-employment benefit expense is reported as a component of expenses on the consolidated statement of operations. Composition of the amount is as follows:

	2017	2016
Current service cost	\$ 49,697	\$ 107,279
Interest on post-employment benefit liability	9,584	8,863
Total expense related to post-employment benefits	\$ 59,281	\$ 116,142

Vested sick leave benefits

Under the sick leave benefit plan, which was in place until 1994, unused sick leave could accumulate and employees were entitled to a cash payment. All the vested sick leave benefits have been paid out.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

7. Employee benefit obligations (continued)

Post-employment benefit liability

The Town sponsors a defined benefit plan for post-employment benefits other than pensions for substantially all of its employees. The plan provides extended health and life insurance coverage to age 65 for full-time employees. The plan is unfunded and requires no contribution from employees. Total benefit payments to retirees during the year were \$38,897 (2016 - \$33,329).

Pension agreement

The Town makes contributions to the Ontario Municipal Employees' Retirement Fund (OMERS), which is a multi-employer plan, on behalf of 60 members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. The amount the Town contributed to OMERS for 2017 was \$506,784 (2016 - \$494,800) for current service which is included as an expense in the consolidated statement of operations.

8. Accumulated surplus

Accumulated surplus consists of individual fund surplus (deficit) and reserves as follows:

	2017	2016
Surplus (deficit)		
Town	\$ (6,110,796)	\$ (2,417,090)
Library (Schedule 1)	(444,208)	(429,171)
Niagara Central Airport Commission (Note 16)	(12,995)	66,410
	(6,567,999)	(2,779,851)
Investment in tangible capital assets (Schedule 2)	125,637,896	104,132,637
Investment in subsidiary	5,312,718	5,293,453
Unfunded		
Long-term debt	(31,905,664)	(21,310,239)
Employee benefit obligations	(419,726)	(399,342)
	(32,325,390)	(21,709,581)
Reserves and reserve funds (Note 9)	1,947,719	5,828,384
	\$ 94,004,944	\$ 90,765,042

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

9. Reserves and reserve funds

	2017	2016
Reserves set aside for specific purposes by Council		
Airport (Note 16)	\$ 2,955	\$ 2,955
Building department	1,019,848	584,949
Cemetery	(78,322)	(92,491)
Meridian Community Centre	951,776	951,776
Community improvement plan	181,782	179,047
Elections	7,749	(2,162)
Fire equipment	286,595	76,075
Fleet	392,639	69,017
Future subdivision projects	362,613	362,613
Information technology	(31,436)	(3,102)
Land acquisition	(2,514,054)	60,098
Library (Schedule 1)	117,169	149,496
Municipal building facility	(566,969)	(54,222)
Municipal Drainage	(69,410)	(41,518)
Parks and recreation	(61,188)	326,759
Physician recruitment	23,135	24,697
Planning	(61,478)	(24,517)
Roads	(634,333)	346,300
Wastewater	838,228	650,989
Water	2,016,636	2,260,086
Working capital	(236,216)	1,539
	\$ 1,947,719	\$ 5,828,384

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

10. Taxation

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
Taxation - real property	\$ 32,273,248	\$ 32,992,968	\$ 31,406,193
Payments in lieu of taxes	282,109	301,040	299,263
	32,555,357	33,294,008	31,705,456
Less: taxation collected on behalf of (Note 12)			
Region of Niagara	15,115,356	15,594,565	14,931,337
School boards	5,011,530	5,230,737	5,126,006
	20,126,886	20,825,302	20,057,343
Net taxes available for municipal purposes	12,428,471	12,468,706	11,648,113
Residential and farm	11,455,930	11,464,320	10,669,455
Multi-residential	170,130	175,701	188,050
Commercial	752,297	776,930	742,203
Industrial	50,114	51,755	48,405
	\$ 12,428,471	\$ 12,468,706	\$ 11,648,113

11. User charges

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
Operating			
Fees and service charges	\$ 746,180	\$ 914,318	\$ 1,046,311
Water charges	2,502,483	2,335,373	2,446,405
Sewer charges	1,855,570	1,634,815	1,706,355
Licences and permits	524,670	1,011,900	1,099,648
	\$ 5,628,903	\$ 5,896,406	\$ 6,298,719

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

12. Collections for the Region of Niagara and school boards

Total taxation and development charges received or receivable on behalf of the Region of Niagara and the school boards were as follows:

	2017	2016
Region of Niagara	\$ 17,576,790	\$ 14,931,337
School boards	5,230,737	5,126,006
	\$ 22,807,527	\$ 20,057,343

The Town is required to levy and collect taxes on behalf of the Region of Niagara and the school boards. The taxes levied over (under) the amounts requisitioned are recorded as accounts payable (receivable).

The Town collects development charges on behalf of the Region of Niagara. Development charges collected in excess of those paid to the Region are recorded as accounts payable.

13. Grants

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
Operating			
Government of Canada	\$ 17,000	\$ 13,697	\$ 19,584
Province of Ontario	190,588	212,273	106,075
Region of Niagara	11,400	6,500	5,000
	218,988	232,470	130,659
Capital			
Government of Canada	569,600	560,398	873,868
Province of Ontario	-	102,153	113,430
Other	65,000	73,577	-
	634,600	736,128	987,298
	\$ 853,588	\$ 968,598	\$ 1,117,957

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

14. Other revenue

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
Operating			
Penalties and interest on taxes	\$ 340,000	\$ 317,036	\$ 317,330
Investment Income - Operating	52,500	18,627	18,696
Fines and other penalties	48,500	40,264	44,811
Other	335,865	380,681	438,696
	776,865	756,608	819,533
Capital			
Investment income	-	87,266	-
Donations	-	357,520	-
Other	1,964,820	-	-
	\$ 2,741,685	\$ 1,201,394	\$ 819,533

15. Budget amounts

The operating budget was approved by Council on February 6, 2017 and the tax rate supported capital budgets were approved by Council on December 19, 2016 to establish the tax rates for the year. In addition, the water and wastewater operating and capital budgets were approved by Council on March 20, 2017.

An amount for amortization expense has been added and is based on management's best estimate of amortization expense determined at the beginning of the year. Amortization expense was not included in the original council approved budget.

Amounts included in the original council approved capital budget which are not recognized as tangible capital assets are included in consolidated statement of operations under the appropriate functional expense category, while those recognized as tangible capital assets are include in the consolidated statement of change in net debt.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

15. Budget amounts (continued)

The chart below reconciles the approved budget to the budget amounts reported in the consolidated financial statements.

	Budget Amount
Revenues	
Approved operating budget	\$ 14,521,395
Approved water and wastewater budget	4,376,053
Approved library budget - other than Town contribution	128,197
Add capital:	
Development charges	1,043,280
Federal Gas Tax	500,000
Other grants	134,600
Other contributions	<u>2,101,918</u>
	3,779,798
Less:	
Transfers from reserves - operating	<u>(61,807)</u>
	(61,807)
Total revenues	22,743,636
Expenses	
Approved operating budget	14,521,395
Approved water and wastewater budget	4,376,053
Approved library operating budget	927,036
Add:	
Amortization	5,000,000
Debt interest payments - development charges	<u>328,400</u>
	5,328,400
Less:	
Debt principal payments (development charge excluded)	(709,087)
Town contribution to library	(787,690)
Transfers to reserves, including capital	<u>(3,703,149)</u>
	(5,199,926)
Total expenses	19,952,958
Annual surplus	\$ 2,790,678

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

16. Niagara Central Airport Commission

The Niagara Central Airport Commission operates a two runway airport offering a year round fixed base operation. The Commission is funded by the four nearby municipalities, City of Welland, City of Port Colborne, Town of Pelham and the Township of Wainfleet. The Town of Pelham has a non-controlling interest in the airport of 18%.

	2017	2016
Financial assets		
Cash and temporary investments	\$ 163,027	\$ 87,329
Receivables	32,902	40,659
	195,929	127,988
Liability		
Accounts payable and accrued liabilities	27,447	(44,763)
Loans payable	250,000	-
	277,447	44,763
Net (debt) financial assets	(81,518)	83,225
Non-financial assets		
Prepaid expenses	1,354	1,354
Fuel inventory	24,384	24,712
Tangible capital assets	1,460,280	1,238,404
	1,486,018	1,264,470
Accumulated surplus	1,404,500	1,347,695
Accumulated surplus		
Operating surplus (deficit)	(71,944)	93,127
Reserves	16,164	16,164
Investment in tangible capital assets	1,460,280	1,238,404
	1,404,500	1,347,695
Revenues		
Grants	163,701	84,450
Fuel and rentals	115,036	113,522
Other	34,299	38,587
Interest	390	477
Expenses	(256,620)	(170,626)
Annual surplus	\$ 56,806	\$ 66,410

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

16. Niagara Central Airport Commission (continued)

The financial position information is as reported by the Niagara Central Airport Commission as at December 31, 2017 and the results of operations are as reported for the year ended December 31, 2017. The comparative financial position and results of operations figures are as reported by the Niagara Central Airport Commission at December 31, 2016.

The Town has recorded in the financial statements its 18% share of the Niagara Central Airport Commissions' assets, liabilities, accumulated surplus, revenues, expenses, and annual surplus.

The following summarizes the Municipality's related party transactions with the Niagara Central Airport Commission for the year. All transactions are in the normal course of operations, and are recorded at the exchange value based on normal commercial rates, or as agreed to by the parties. The loan receivable from the Niagara Central Airport Commission is unsecured and bears interest at 3.50%, payable in equal annual instalments over ten years, commencing June 2017.

	2017		2016	
Grants	\$	29,466	\$	15,201
Loan	\$	45,000	\$	-

17. Trust funds

Trust funds administered by the Municipality amounting to \$944,739 (2016 - \$994,934) have not been included in the Consolidated Statement of Financial Position nor have these operations been included in the Consolidated Statement of Operations.

18. Contingencies

From time to time, the Town is the subject of litigation. In the opinion of management, any litigation outstanding, if successful, would not have a material impact on the financial statements.

19. Financial instruments

The Town's financial instruments consist of cash and cash equivalents, user charges and accounts receivable, bank indebtedness, accounts payable, other liabilities and long-term debt. It is management's opinion that the Town is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair values of these financial instruments approximate their carrying values.

20. Comparative figures

Certain of the comparative figures have been reclassified to conform with the financial statement presentation adopted for the current year.

CORPORATION OF THE TOWN OF PELHAM

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2017

21. Segmented information

The Town provides a diverse range of services to its citizens. The Consolidated schedule of segment disclosure has grouped various services into segments to provide a further breakdown of the revenues and expenses attributable to each segment. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis.

The services included in each segment are as follows:

(i) General government

General government is comprised of governance, corporate management and program support.

(ii) Protection services

Protection is comprised of fire, protective inspection and control, emergency measures and provincial offenses.

(iii) Transportation services

Transportation is comprised of roads, winter control, transit, parking, street lighting and air transportation.

(iv) Environmental services

Environmental is comprised of storm sewer systems and water collection.

(v) Health services

Health services is comprised of cemeteries.

(vi) Recreation and culture services

Recreation and culture services is comprised of parks, recreation programs, recreation facilities, libraries and cultural services.

(vii) Planning and development

Planning and development is comprised of planning and zoning, commercial and industrial development, residential development, agricultural and reforestation and tile draining and shoreline assistance.

CORPORATION OF THE TOWN OF PELHAM

Consolidated Schedule of Library Operations - Schedule 1

For the Year Ended December 31, 2017

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
Revenue			
Municipal contribution (Library)	\$ 787,690	\$ 787,690	\$ 759,690
Library - grants	25,388	27,920	28,491
Deferred revenue earned (Development Charges)	47,709	47,709	47,709
Library - other revenue	55,100	68,719	60,255
	915,887	932,038	896,145
Expenses			
Administration	45,039	36,327	36,446
Amortization of books, periodicals and media	-	62,537	66,263
Books, periodicals and other media	61,969	58,279	51,666
Electronic resources and maintenance	23,205	24,074	35,460
Equipment rental	4,000	3,280	-
Furnishings and office equipment	500	5,187	259
Insurance	3,185	3,185	3,097
Programs	6,700	13,806	10,913
Repairs and maintenance	22,400	25,253	19,167
Salary, wages and employee benefits	714,016	750,530	709,959
Supplies	2,000	1,951	1,790
Utilities	27,155	25,903	23,601
	910,169	1,010,312	958,621
Annual surplus (deficit)	5,718	(78,274)	(62,476)
Accumulated surplus, beginning of year	156,986	156,986	219,462
Accumulated surplus, end of year	162,704	78,712	156,986
Accumulated surplus, consists of the following			
Operating deficit	-	(444,208)	(429,169)
Investment in library collection	-	443,330	472,636
Reserves	-	117,169	149,496
Unfunded employee benefit obligations	-	(37,579)	(35,977)
	\$ -	\$ 78,712	\$ 156,986

CORPORATION OF THE TOWN OF PELHAM

Consolidated Schedule of Tangible Capital Assets - Schedule 2

For the Year Ended December 31, 2017

	2017							
	Land	Land improvements	Buildings	Machinery, equipment, furniture, fixtures and computers	Vehicles	Linear assets	Construction in process	Total
Cost								
Beginning of year	\$ 12,167,144	\$ 3,770,192	\$ 10,972,035	\$ 6,633,723	\$ 6,546,124	\$116,952,069	\$ 14,123,705	\$171,164,992
Add additions	6,926,201	19,334	92,212	318,727	-	528,877	23,685,056	31,570,407
Less construction in process capitalized	-	-	-	-	-	-	(4,289,068)	(4,289,068)
Less disposals during the year	(72,284)	-	(3,827)	(47,879)	(183,810)	(17,160)	-	(324,960)
Less assets held for sale	(885,648)	-	-	-	-	-	-	(885,648)
End of year	18,135,413	3,789,526	11,060,420	6,904,571	6,362,314	117,463,786	33,519,693	197,235,723
Accumulated amortization								
Beginning of year	-	1,190,122	3,514,644	3,774,284	3,817,264	54,736,041	-	67,032,355
Add amortization during the year	-	155,285	243,167	399,455	337,853	3,657,670	-	4,793,430
Less amortization on disposals	-	-	-	(47,879)	(162,916)	(17,163)	-	(227,958)
End of year	-	1,345,407	3,757,811	4,125,860	3,992,201	58,376,548	-	71,597,827
Net book value	\$ 18,135,413	\$ 2,444,119	\$ 7,302,609	\$ 2,778,711	\$ 2,370,113	\$ 59,087,238	\$ 33,519,693	\$125,637,896

CORPORATION OF THE TOWN OF PELHAM

Consolidated Schedule of Tangible Capital Assets - Schedule 2

For the Year Ended December 31, 2017

2016								
	Land	Land improvements	Buildings	Machinery, equipment, furniture, fixtures and computers	Vehicles	Linear assets	Construction in process	Total
Cost								
Beginning of year	\$ 12,248,542	\$ 3,702,780	\$ 9,934,510	\$ 6,357,293	\$ 6,551,228	\$113,801,371	\$ 3,820,209	\$156,415,933
Add additions	-	67,412	1,120,627	319,980	250,596	3,699,695	10,369,011	15,827,321
Less construction in process capitalized	-	-	-	-	-	-	(65,515)	(65,515)
Less disposals during the year	(81,398)	-	(83,102)	(43,550)	(255,700)	(548,997)	-	(1,012,747)
End of year	12,167,144	3,770,192	10,972,035	6,633,723	6,546,124	116,952,069	14,123,705	171,164,992
Accumulated amortization								
Beginning of year	-	1,038,035	3,365,411	3,438,878	3,719,200	51,527,695	-	63,089,219
Add amortization during the year	-	152,087	229,546	376,870	348,072	3,597,299	-	4,703,874
Less amortization on disposals	-	-	(80,313)	(41,464)	(250,008)	(388,953)	-	(760,738)
End of year	-	1,190,122	3,514,644	3,774,284	3,817,264	54,736,041	-	67,032,355
Net book value	\$ 12,167,144	\$ 2,580,070	\$ 7,457,391	\$ 2,859,439	\$ 2,728,860	\$ 62,216,028	\$ 14,123,705	\$104,132,637

CORPORATION OF THE TOWN OF PELHAM

Consolidated Schedule of Segment Operations - Schedule 3

For the Year Ended December 31, 2017

	2017							
	General government	Protection services	Transportation services	Environmental services	Health services	Recreation and cultural services	Planning and development	Total
Revenue								
Taxation	\$ 6,303,990	\$ 853,872	\$ 2,155,258	\$ 72,895	\$ 52,277	\$ 2,886,581	\$ 143,833	\$ 12,468,706
User charges	33,716	1,026,044	50,658	3,970,188	28,847	585,669	201,284	5,896,406
Grants	7,700	-	756,735	124,500	-	63,456	16,207	968,598
Contributions from developers	-	34,087	2,531,129	234,783	-	185,078	76,913	3,061,990
Other	400,012	32,629	465,533	16,981	44,182	190,937	51,120	1,201,394
Equity earnings in subsidiary	71,012	-	-	-	-	-	-	71,012
Gain on disposal of tangible capital assets	362,407	-	(13,959)	-	-	-	86,151	434,599
Total revenues	7,178,837	1,946,632	5,945,354	4,419,347	125,306	3,911,721	575,508	24,102,705
Expenses								
Salaries and wages	2,178,695	1,182,533	1,011,696	1,062,088	85,510	2,176,268	362,196	8,058,986
Long term debt interest	-	48,206	160,639	34,675	-	485,892	11,220	740,632
Materials	969,644	144,538	707,947	270,238	5,612	544,309	46,920	2,689,208
Contracted services	635,075	209,147	944,675	2,264,070	23,038	307,054	135,947	4,519,006
Rents & financials	868	-	12,811	36	-	3,280	-	16,995
External transfers to others	44,546	-	-	-	-	-	-	44,546
Amortization of tangible assets	110,107	362,208	3,107,586	788,240	11,146	394,918	19,225	4,793,430
	3,938,935	1,946,632	5,945,354	4,419,347	125,306	3,911,721	575,508	20,862,803
Annual surplus	\$ 3,239,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,239,902

CORPORATION OF THE TOWN OF PELHAM

Consolidated Schedule of Segment Operations - Schedule 3

For the Year Ended December 31, 2017

	2016							
	General government	Protection services	Transportation services	Environmental services	Health services	Recreation and cultural services	Planning and development	Total
Revenue								
Taxation	\$ 4,304,583	\$ 461,687	\$ 4,454,097	\$ -	\$ 41,088	\$ 2,299,559	\$ 87,099	\$ 11,648,113
User charges	32,458	1,115,399	47,169	4,119,234	38,977	565,522	379,960	6,298,719
Grants	10,577	-	1,062,927	-	1,577	56,230	(13,354)	1,117,957
Contributions from developers	4,928,757	34,313	493,248	484,612	-	256,951	83,691	6,281,572
Other	461,919	54,211	69,146	19,714	41,839	162,554	10,150	819,533
Equity earnings in subsidiary	91,166	-	-	-	-	-	-	91,166
Gain on disposal of tangible capital assets	-	253,344	(160,431)	-	-	-	(81,386)	11,527
Total revenues	9,829,460	1,918,954	5,966,156	4,623,560	123,481	3,340,816	466,160	26,268,587
Expenses								
Salaries and wages	1,858,881	1,141,278	1,031,637	970,897	91,683	2,172,302	354,785	7,621,463
Long term debt interest	-	51,630	174,102	37,875	-	44,498	11,902	320,007
Materials	908,545	176,967	602,711	257,839	8,245	575,567	23,044	2,552,918
Contracted services	435,595	191,550	1,126,648	2,536,913	12,407	168,524	57,204	4,528,841
Rents & financials	789	-	6,842	12,211	-	-	-	19,842
External transfers to others	55,328	-	-	-	-	1,000	-	56,328
Amortization of tangible assets	105,007	357,529	3,024,216	807,825	11,146	378,925	19,225	4,703,873
	3,364,145	1,918,954	5,966,156	4,623,560	123,481	3,340,816	466,160	19,803,272
Annual surplus	\$ 6,465,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,465,315

Independent Auditor's Report

To the Members of Council, and the Citizens of the
Corporation of the Town of Pelham

We have audited the accompanying financial statements of the Corporation of the Town of Pelham Trust Funds, which comprise the statement of financial position as at December 31, 2017, and the statement of revenue and expenses and change in fund balances for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Corporation of the Town of Pelham Trust Funds as at December 31, 2017 and the results of their operations for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Professional Accountants
Licensed Public Accountants
May 7, 2018

DRAFT

CORPORATION OF THE TOWN OF PELHAM TRUST FUNDS

Statement of Financial Position

As at December 31, 2017

	Cemetery Care and Maintenance Funds	Bradshaw Estate	Library Trust Funds	Total 2017	Total 2016
Assets					
Cash	\$ 39,173	\$ 31,655	\$ 70,442	\$ 141,270	\$ 277,625
Receivables and accrued interest	1,616	523	-	2,139	2,350
Investments (Note 2)	683,775	106,048	11,844	801,667	765,945
Due from the Town of Pelham (Note 3)	11,566	-	-	11,566	2,842
	736,130	138,226	82,286	956,642	1,048,762
Liability					
Due to the Town of Pelham (Note 3)	-	-	11,903	11,903	53,828
Fund balance	\$ 736,130	\$ 138,226	\$ 70,383	\$ 944,739	\$ 994,934

CORPORATION OF THE TOWN OF PELHAM TRUST FUNDS

Statement of Revenue and Expenses and Change in Fund Balances

Year ended December 31, 2017

	Cemetery Care and Maintenance Funds	Bradshaw Estate	Library Trust Funds	Total 2017	Total 2016
Revenue					
Interest	\$ 8,587	\$ 975	\$ 2,129	\$ 11,691	\$ 11,946
Realized gain	-	-	426	426	68
Donations	-	-	29,906	29,906	59,429
Marker fees	2,050	-	-	2,050	3,700
Plot sales	18,154	-	-	18,154	7,946
	28,791	975	32,461	62,227	83,089
Expenses					
Purchase of equipment, books, periodicals and misc	-	-	103,784	103,784	43,202
Maintenance	8,638	-	-	8,638	8,873
	8,638	-	103,784	112,422	52,075
Excess of revenue over expenses (expenses over revenue)	20,153	975	(71,323)	(50,195)	31,014
Fund balance, beginning of year	715,977	137,251	141,706	994,934	963,920
Fund balance, end of year	\$ 736,130	\$ 138,226	\$ 70,383	\$ 944,739	\$ 994,934

CORPORATION OF THE TOWN OF PELHAM TRUST FUNDS

Notes to the Financial Statements

December 31, 2017

1. Accounting policies

The financial statements of the Corporation of the Town of Pelham Trust Funds are prepared by management in accordance with Canadian accounting standards for not-for-profit organizations. Significant aspects of the accounting policies adopted are as follows:

(a) Basis of accounting

Sources of revenue and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable.

(b) Investments

Investments are recorded at cost.

(c) Financial instruments

Cash, due to Town of Pelham and due from the Town of Pelham are recorded at amortized cost.

(d) Use of estimates

The preparation of the financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the period. Actual results could differ from those estimates.

2. Investments

The total for investments by the trust funds of \$801,667 (2016 - \$765,945) reported on the statement of financial position at cost, have a market value of \$801,667 (2016 - \$765,945) at the end of the year.

3. Due to/from Town of Pelham

The amounts due to/from the Town of Pelham are unsecured, interest bearing with no specific terms of repayment.

4. Statement of cash flows

A statement of cash flows has not been provided as the related information is readily determinable from the financial statements presented.



Treasurer's Report

Teresa Quinlin, MBA, CPA, CA

May 7, 2018

Agenda

- Introduction
- Financial Update
- Risk Analysis
- Provincial Partnership
- Financial Strategic Direction
- Closing Remarks

Introduction

- Treasurer's update from November 29, 2017 Council presentation
- Audited Financial Statements presented to Council one month earlier than in past years
- Overview 2017 Audited Financial Statements and Fourth Quarter Reporting

Financial Update

1. Current Year Status
2. Meridian Community Centre
3. Audited Financial Statements
4. Fourth Quarter Reporting
5. Long-term Debt
6. Cash Position

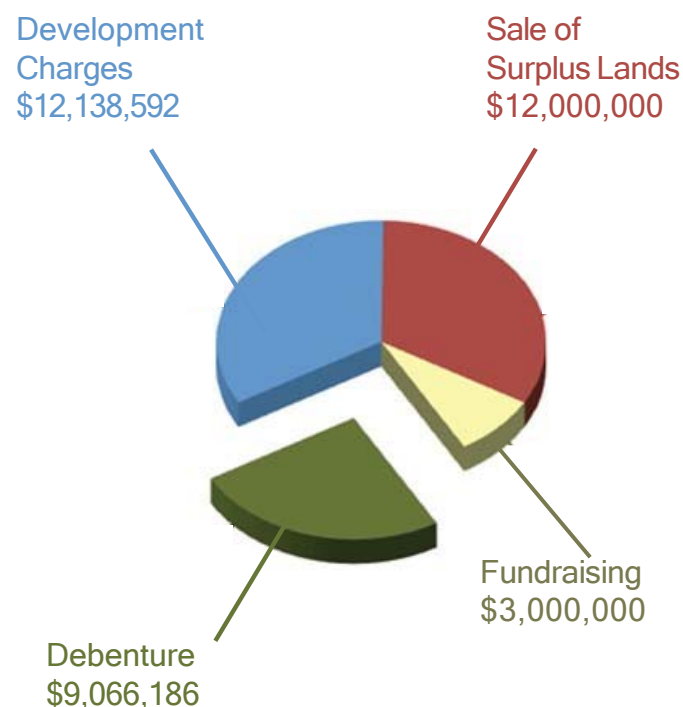
1. Current Year Status

2018 First quarter report will be presented to Council on May 22, 2018.

The only budget variance to date is snow removal due to the long, snowy winter.

Q1 Report – May 22

2. Meridian Community Centre



Cash in-flow:

Debenture #1 issued Dec 2016	\$ 9,066,151
Debenture #2 issued July 2017	12,138,577
Infrastructure Ontario bridge loan	2,363,695
Interest earned	71,821
Donations received	<u>430,500</u>
Total Cash In-flow	<u>\$24,070,744</u>

Expenditures to March 31, 2018	<u>\$24,070,744</u>
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MCC Reserve	\$ 951,776
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Pledges to date	\$ 2,790,000
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2. Meridian Community Centre

Status of land sales:

There are currently interested parties with bid submissions for over 10 acres of land.

Exciting proposed projects for East Fonthill.

A lot of interest for smaller pieces of land.

3. Audited Financial Statements (F/S)

- All debt issued to date has been recorded in the F/S.
- All audited F/S for the Town in all the years have had an unmodified (clean) audit opinion which means that the F/S are not materially misstated.

3.Consolidated Statement of Financial Position

	2017	2016
FINANCIAL ASSETS		
Cash and cash equivalents	\$ 3,885,925	\$ 9,324,711
Taxes receivable	1,791,341	2,210,469
User charges receivable	597,267	592,086
Accounts receivable	6,512,813	6,753,703
Tangible capital asset held for sale (Note 3)	885,648	-
Investment in subsidiary (Note 2)	5,312,718	5,293,453
	18,985,712	24,174,422
LIABILITIES		
Bank indebtedness (Note 4)	2,577,778	1,800,000
Accounts payable and accrued liabilities	9,633,723	7,712,420
Other liabilities	1,718,632	1,429,957
Deposits and deferred revenue	651,775	1,864,319
Deferred revenue - obligatory reserve funds (Note 5)	3,840,767	3,398,984
Long-term debt (Note 6)	31,905,664	21,310,239
Employee benefit obligations (Note 7)	419,726	399,342
	50,748,065	37,915,261
Contingencies (Note 18)		
Net debt	(31,762,353)	(13,740,839)
NON FINANCIAL ASSETS		
Tangible capital assets (Schedule 2)	125,637,896	104,132,637
Prepaid expenses	129,401	373,244
	125,767,297	104,505,881
Accumulated surplus (Note 8)	\$ 94,004,944	\$ 90,765,042



3.Consolidated Statement of Operations

	Budget 2017 (Note 15)	Actual 2017	Actual 2016
REVENUE			
Taxation (Note 10)	\$ 12,428,471	\$ 12,468,706	\$ 11,648,113
User charges (Note 11)	5,628,903	5,896,406	6,298,719
Grants (Note 13)	853,588	968,598	1,117,957
Contributions from developers	1,090,989	3,061,990	1,352,815
Contributed tangible capital assets	-	-	4,928,757
Other (Note 14)	2,741,685	1,201,394	819,533
Equity earnings in subsidiary (Note 2)	-	71,012	91,166
Gain on disposal of tangible capital assets	-	434,599	11,527
	22,743,636	24,102,705	26,268,587
EXPENSES			
General government	3,200,705	3,938,935	3,172,931
Protection to persons and property	1,912,509	1,946,632	1,856,290
Transportation services	5,802,629	5,945,354	7,516,336
Environmental services	4,550,255	4,419,347	4,623,560
Health services	128,279	125,306	115,850
Recreation and culture services	3,919,740	3,911,721	2,052,145
Planning and development	438,841	575,508	466,160
	19,952,958	20,862,803	19,803,272
Annual surplus	2,790,678	3,239,902	6,465,315
Accumulated surplus, beginning of year	90,765,042	90,765,042	84,299,727
Accumulated surplus, end of year	\$ 93,555,720	\$ 94,004,944	\$ 90,765,042



3.Consolidated Statement of Change in Net Debt

	Budget 2017	Actual 2017	Actual 2016
ANNUAL SURPLUS	\$ 2,790,678	\$ 3,239,902	\$ 6,465,315
Amortization of tangible assets	5,000,000	4,793,430	4,703,874
Acquisition of tangible capital assets	(6,465,572)	(27,281,339)	(15,761,806)
Tangible capital asset held for sale	-	885,648	-
Gain on disposal of tangible capital assets	-	(434,599)	(11,527)
Proceeds on disposal of tangible capital assets	-	531,601	263,536
	1,325,106	(18,265,357)	(4,340,608)
Acquisition of prepaid expenses	-	(115,719)	(349,081)
Use of prepaid expenses	-	359,562	175,050
	-	243,843	(174,031)
Increase in net debt	1,325,106	(18,021,514)	(4,514,639)
Net debt, beginning of year	(13,740,839)	(13,740,839)	(9,226,200)
Net debt, end of year	\$ (12,415,733)	\$ (31,762,353)	\$ (13,740,839)

3.Consolidated Statement of Cash Flows

	2017	2016
OPERATING ACTIVITIES		
Annual surplus	\$ 3,239,902	\$ 6,465,315
Items not involving cash:		
Amortization of tangible assets	4,793,430	4,703,874
Gain on disposal of tangible capital assets	(434,599)	(11,527)
Net earnings from investment in subsidiary	(71,012)	(91,166)
Employment benefit obligations	20,384	82,813
Change in non-cash assets and liabilities:		
Taxes receivable	419,128	96,118
User charges receivable	(5,181)	(12,886)
Accounts receivable	240,890	(5,811,646)
Accounts payable and accrued liabilities	1,921,303	3,973,864
Other liabilities	288,675	458,245
Deferred revenue - obligatory reserve funds	441,783	1,466,495
Deposits and deferred revenue	(1,212,544)	1,706,621
Prepaid expenses	243,843	(174,031)
	9,886,002	12,852,089
CAPITAL ACTIVITIES		
Proceeds on disposal of tangible capital assets	531,601	263,536
Acquisition of tangible capital assets, net of construction in process capitalized	(27,281,339)	(15,761,806)
	(26,749,738)	(15,498,270)
FINANCING ACTIVITIES		
Increase/(decrease) in bank indebtedness	777,778	(1,550,000)
Dividends received from investment in subsidiary (Note 2)	51,747	51,595
Issuance of long-term debt	12,138,592	14,816,166
Repayment of long-term debt	(1,543,167)	(1,901,299)
	11,424,950	11,416,462
Net (decrease) increase in cash	(5,438,786)	8,770,281
Cash and cash equivalents, beginning of year	9,324,711	554,430
Cash and cash equivalents, end of year	\$ 3,885,925	\$ 9,324,711



3. Reserves and Reserve funds

	2017	2016
Reserves set aside for specific purposes by Council		
Airport (Note 16)	\$ 2,955	\$ 2,955
Building department	1,019,848	584,949
Cemetery	(78,322)	(92,491)
Meridian Community Centre	951,776	951,776
Community improvement plan	181,782	179,047
Elections	7,749	(2,162)
Fire equipment	286,595	76,075
Fleet	392,639	69,017
Future subdivision projects	362,613	362,613
Information technology	(31,436)	(3,102)
Land acquisition	(2,514,054)	60,098
Library (Schedule 1)	117,169	149,496
Municipal building facility	(566,969)	(54,222)
Municipal Drainage	(69,410)	(41,518)
Parks and recreation	(61,188)	326,759
Physician recruitment	23,135	24,697
Planning	(61,478)	(24,517)
Roads	(634,333)	346,300
Wastewater	838,228	650,989
Water	2,016,636	2,260,086
Working capital	(236,216)	1,539
	\$ 1,947,719	\$ 5,828,384



4. 2017 Quarterly Revenue Report

	2016		2017		
	Budget	Actual	Budget	Actual at Dec. 31, 2017	Actual as a % of Budget
	\$	\$	\$	\$	%
TAXATION					
General Tax Levy	11,063,315	11,063,305	11,791,264	11,791,255	100.0%
Payments in Lieu	282,109	299,261	282,109	301,040	106.7%
TOTAL TAXATION	11,345,424	11,362,566	12,073,373	12,092,295	100.2%
GRANTS					
Ont Municipal Partnership Fund	9,000	9,000	7,700	7,700	100.0%
FINANCE DEPARTMENT					
Penalties and interest	340,000	317,326	340,000	317,036	93.2%
Investment income	50,000	16,196	50,000	18,627	37.3%
Supplemental Revenues	75,000	183,573	355,099	376,410	106.0%
Transfer from Building Department	-	-	61,807	61,807	100.0%
Transfer from Reserve	-	-	-	-	-
Miscellaneous	25,000	298,411	25,000	22,377	89.5%
TOTAL FINANCE DEPARTMENT	490,000	815,505	831,906	796,257	95.7%
CLERKS DEPARTMENT					
Committee of Adjustment	35,500	52,160	44,200	66,799	151.1%
Miscellaneous	6,750	13,867	12,150	17,124	140.9%
TOTAL CLERKS DEPARTMENT	42,250	66,027	56,350	83,923	148.9%
PROTECTION SERVICES					
Fire Department Revenues	35,780	38,648	37,530	40,185	107.1%
Provincial Offences Act Revenue	40,000	24,594	25,000	20,615	82.5%
By-law and Parking Enforcement	11,200	15,226	19,000	18,329	96.5%
TOTAL PROTECTION SERVICES	86,980	78,467	81,530	79,128	97.1%
TRANSPORTATION SERVICES					
Aggregate Resource Grant	20,000	28,192	25,000	29,376	117.5%
Transportation	75,000	97,241	165,000	165,551	100.3%
Transfer from Reserve	-	-	-	24,944	-
Miscellaneous	28,000	25,961	21,500	31,653	147.2%
TOTAL TRANSPORTATION SERVICES	123,000	151,394	211,500	251,524	118.9%
HEALTH SERVICES					
Cemeteries	88,580	82,392	74,200	73,029	98.4%
RECREATION AND CULTURAL SERVICES					
Facilities Rentals	339,510	330,652	333,550	354,360	106.2%
Special Events and Festivals	124,400	138,843	132,995	128,999	97.0%
Recreation and Wellness	200,600	104,742	200,600	198,318	98.9%
Culture and Community Enhancement	33,828	38,685	50,070	40,660	81.2%
TOTAL RECREATION & CULTURAL SERVICES	698,338	612,923	717,215	722,336	100.7%
PLANNING AND DEVELOPMENT					
Planning Fees	105,424	69,978	57,100	185,605	325.1%
Building Department Revenues	501,000	1,075,179	501,120	979,544	195.5%
Other (Municipal Drains, Weed Control, Tile)	24,000	24,000	14,500	16,207	111.8%
TOTAL PLANNING AND DEVELOPMENT	630,424	1,169,157	572,720	1,181,355	206.3%
WATER AND WASTEWATER					
Water	2,374,207	2,528,115	2,515,483	2,345,772	93.3%
Wastewater	1,694,514	1,712,771	1,860,570	1,641,397	88.2%
TOTAL WATER AND WASTEWATER	4,068,721	4,240,886	4,376,053	3,987,169	91.1%
GRAND TOTAL	17,582,717	18,588,318	19,002,547	19,274,716	101.4%

4. 2017 Quarterly Expense Report

	2016		2017		
	Budget	Actual	Budget	Actual at Dec. 31, 2017	Actual as a % of Budget
	\$	\$	\$	\$	%
GENERAL GOVERNMENT					
Members of Council	218,710	189,769	221,953	208,113	93.8%
CAO's Office	319,889	381,779	337,049	327,137	97.1%
Marketing and Communications	135,894	133,967	91,043	90,797	99.7%
Human Resources	227,100	240,358	256,414	260,563	101.6%
TOTAL GENERAL GOVERNMENT	901,173	925,873	906,460	886,610	97.8%
CLERKS					
Clerks Department	325,711	350,285	352,160	333,876	94.8%
Committee Of Adjustment	5,570	5,543	6,150	6,688	108.7%
TOTAL CLERKS	331,281	355,828	358,310	340,563	95.0%
CORPORATE SERVICES					
Finance Department	806,881	840,206	785,505	877,774	111.7%
Shared Administrative Overhead	566,500	603,702	583,929	1,195,834	204.8%
Shared Information Technology	398,522	351,346	427,670	356,101	83.3%
TOTAL CORPORATE SERVICES	1,771,903	1,795,254	1,797,104	2,429,709	135.2%
PROTECTION SERVICES					
Fire Services	1,313,894	1,314,111	1,345,875	1,378,184	102.4%
Fire Prevention and By-law Services	111,856	102,603	113,915	111,967	98.3%
Animal Control	36,182	37,103	37,970	40,041	105.5%
Crossing Guards	33,395	36,979	41,677	40,396	96.9%
TOTAL PROTECTION SERVICES	1,495,307	1,490,796	1,539,437	1,570,588	102.0%
TRANSPORTATION SERVICES					
General Administration	451,055	512,502	716,461	774,778	108.1%
Roadway & Building Maintenance	5,496,822	6,256,420	5,930,715	5,834,609	98.4%
Street Lighting	182,013	216,157	202,500	197,379	97.5%
Transportation	125,000	97,240	208,920	213,552	102.2%
Niagara Centre Airport	15,201	15,201	29,133	29,466	101.1%
TOTAL TRANSPORTATION SERVICES	6,270,090	7,097,519	7,087,719	7,049,783	99.5%
HEALTH SERVICES					
Fonthill/Hillside Cemeteries	119,549	124,704	127,387	121,719	95.6%
TOTAL HEALTH SERVICES	119,549	124,704	127,387	121,719	95.6%
RECREATION & CULTURAL SERVICES					
General Administration	370,240	331,083	395,251	336,058	85.0%
Special Events and Festivals	222,970	221,094	241,396	237,664	98.5%
Recreation and Wellness	230,886	317,314	271,908	241,978	89.0%
Cultural and Community Enhancement	92,241	114,861	132,643	116,078	87.5%
Libraries	763,285	763,285	787,690	787,690	100.0%
TOTAL RECREATION & CULTURAL SERV.	1,679,402	1,747,617	1,828,885	1,719,467	94.0%
COMMUNITY PLANNING & DEVELOPMENT					
Planning & Zoning	431,736	448,231	465,046	454,424	97.7%
Building Department	501,000	460,986	501,120	979,544	195.5%
Other	12,555	8,917	15,025	11,961	79.6%
TOTAL COMMUNITY PLANNING & DEV.	945,291	918,134	981,191	1,445,928	147.4%
WATER AND WASTEWATER					
Water	2,374,207	2,528,115	2,515,483	2,345,772	93.3%
Wastewater	1,694,514	1,712,771	1,860,570	1,641,397	88.2%
TOTAL WATER AND WASTEWATER	4,068,721	4,240,886	4,376,053	3,987,169	91.1%
GRAND TOTAL	17,582,717	18,696,611	19,002,547	19,551,536	102.9%

4. Quarterly 2017 Capital Report

Town of Pelham					Appendix 3
2017 Capital Projects - Fourth Quarter Reporting		Expenditures			Status
As at December 31, 2017		2017 Original Budget	2017 Actual	Actual as a % of Original Budget	
GENERAL GOVERNMENT					
IT 01-17	Records Management Software	40,000	30,569	76%	To be completed in 2018
IT 02-17	Annual Equipment PSAB additions/replacements	20,000	19,054	95%	Complete
IT 03-17	Server Replacement	18,000	8,988	50%	Complete
IT 04-17	Main Core Switch - Town Hall	9,000	-	0%	Completed in 2018
IT 05-17	Project Management Software - RCW	5,500	-	0%	Completed in 2018
IT 06-17	Kyocera 3501 Printer - Arena	6,000	5,399	90%	Complete
IT 07-17	Meraki Wireless AP - Station 2	7,000	3,942	56%	Complete
IT 08-17	Council iPad Upgrades	8,000	7,585	95%	Complete
IT 09-17	Innovation Technology	50,000	34,594	69%	Complete
IT 10-17	MS Office 2016 Licenses - Additional	27,500	25,973	94%	Complete
Total General Government		191,000	136,104	71%	
PROTECTION SERVICES					
FD 01-17	Replacement of Bunker Gear	35,000	32,991	94%	Complete
Total Protection Services		35,000	32,991	94%	
TRANSPORTATION SERVICES					
ROADS					
RD 01-17	Summersides: Station to Wellspring (E. Fonthill)	2,088,774	501,704	24%	Ongoing
RD 02-17	Christmas Decoration Replacements	12,000	10,458	87%	Complete
RD 03-17	Engineering	31,000	14,621	47%	Ongoing
RD 04-17	Traffic Signal Maintenance	55,000	34,327	62%	Complete
RD 05-17	Sidewalk/Concrete Repair & Replacement Program	110,000	55,942	51%	Ongoing
RD 06-17	Roadside Ditching Program	100,000	2,748	3%	Ongoing
RD 07-17	Road Base and Surface Repair Program	168,000	143,226	85%	Complete
RD 08-17	Easement for Station Street storm outlet	35,000	-	0%	Ongoing
RD 10-17	Culvert Replacement Program	60,000	10,507	18%	Ongoing
RD 11-17	Road Reconstruction - Haist St: Welland Rd to Beckett Cres, including Welland Rd Haist to Edward	111,150	-	0%	Ongoing
RD 13-17	Road Rehabilitation - Roland Rd: Shorthills Parking to Sulphur Springs Dr	91,874	51,230	56%	Complete
RD 14-17	East Fonthill Block 2 secondary servicing (E. Fonthill)	1,272,080	164,169	13%	Ongoing
RD 15-17	Culvert Repairs (Kilman #4 erosion, Luffman #5 railings, Sulphur Springs #6 railings, Sulphur Springs #7 erosion, Orchard Hill #8 railings)	115,000	8,863	8%	Ongoing
RD 16-17	Bridge Replacement Program - Maple St Bridge: 40m south of Sixteen Rd (uncoated steel-25yr asset life)	618,250	172,249	28%	Ongoing
RD 17-17	School Zone Safety Initiatives	12,000	4,732	39%	Complete
RD 19-17	Guiderail repairs	31,000	-	0%	Completed in 2018
RD 20-17	Replace 2 Culverts on Balfour St - Big Creek Drain in road authority	50,000	33,186	66%	Complete
RD 21-17	Replace 2 Farm Culverts on Big Creek Drain in road authority	10,000	-	0%	Completed in 2018

4. Quarterly 2017 Capital Report

Town of Pelham					Appendix 3
2017 Capital Projects - Fourth Quarter Reporting		Expenditures			Status
As at December 31, 2017		2017 Original Budget	2017 Actual	Actual as a % of Original Budget	
FACILITIES					
FAC 01-17	Marlene Stewart Streit Park Pool Mechanical & Deck Repairs - FCA Critical 2015 - 2019	162,500	84,818	52%	Ongoing
FAC 02-17	Harold Black Park Concession Decommissioning	5,000	5,088	102%	Complete
FAC 03-17	Concrete & Asphalt Repairs-Various Facilities	10,000	-	0%	Ongoing
FAC 04-17	Municipal Building - Basement Electrical Upgrades - FCA Critical 2016	12,500	12,209	98%	Complete
FAC 06-17	Deferred: Old Pelham Town Hall - septic / tile bed inspection and engineer's report	7,000	5,851	84%	Complete
FAC 07-17	Municipal Building - Partial Roof Replacement (Section 2.1) - FCA Critical 2016	42,000	53,170	127%	Complete
FAC 08-17	Tice Road Operations Centre - repairs to accommodate staffing relocation	227,000	213,442	94%	Complete
FAC 09-17	Masonry Repairs (Park Lane, Fonthill Library, Model Railway, Municipal Building, Tice Rd) - FCA Critical 2017	24,500	-	0%	Ongoing
Total Transportation Services		5,461,628	1,582,540	29%	
FLEET					
VEH 02-17	Leaf Vacuum Trailer (Replaces unit 702 - 2003 Trac-Vac)	5,000	4,528	91%	Complete
VEH 03-17	Riding Lawn Mower (Replaces unit 522 - 2004 John Deere)	25,000	17,118	68%	Complete
VEH 05-17	Tires Inventory	14,500	4,490	31%	Complete
VEH 06-17	Hot Box - Asphalt Repair	46,000	41,172	90%	Complete
VEH 07-17	Plow and Wing Repair Parts	8,000	7,180	90%	Complete
VEH 08-17	Water tank and pump	3,500	3,536	101%	Complete
VEH 09-17	Fleet Support Equipment	15,000	14,716	98%	Complete
Total Fleet		117,000	92,740	79%	
HEALTH SERVICES					
CEM 01-17	Fonthill Cemetery Precast Storage Shed	12,000	-	0%	Completed in 2018
Total Health Services		12,000	-	0%	
WASTEWATER					
WST 02-17	Sanitary I/I Study Program - Calibrated Sewer Model	40,000	40,857	102%	Complete
WST 03-17	Sanitary Lateral Replacement Program (4 laterals)	60,000	50,923	85%	Complete
WST 05-17	Sanitary Sewer Inspection and Flushing Program	85,000	50,985	60%	Complete
WST 06-17	Hurricane Road Sewer lateral Replacement - Design & Construction: lateral repairs as required	85,000	-	0%	Completed in 2018
Total Wastewater		270,000	142,765	53%	

4. Quarterly 2017 Capital Report

Town of Pelham					Appendix 3
2017 Capital Projects - Fourth Quarter Reporting		Expenditures			Status
As at December 31, 2017		2017 Original Budget	2017 Actual	Actual as a % of Original Budget	
WATER					
WTR 01-17	Design & Construction - 5 Fire hydrants on Pelham St: Merritt Rd to Quaker Rd	35,000	34,163	98%	Complete
WTR 03-17	Water Model - Field Calibration & Water Needs Study	45,000	21,426	48%	Ongoing
WTR 05-17	Design: Haist Street: Welland Rd to Beckett Cres, including Welland Rd Haist to Edward	51,975	12,270	24%	Ongoing
WTR 06-17	Design & Construction - Hurricane Watermain Replacement: Chestnut to Hwy 20	742,500	35,146	5%	Ongoing
WTR 07-17	Water System Repair Equipment	30,000	8,036	27%	Complete
WTR 08-17	Handheld Meter Reader - upgrade for data logging, including tablet	4,300	4,372	102%	Complete
Total Water		908,775	115,413	13%	
RECREATION & CULTURAL SERVICES- PARK FACILITIES					
PRK 01-17	Ash tree removals - continued program	75,000	74,703	100%	Complete
PRK 03-17	Design & Public Consultation - Welland Heights Park Development	22,500	1,272	6%	Deferred
PRK 04-17	Centennial Park Molok Garbage disposal	20,000	15,510	78%	Complete
PRK 05-17	Security Systems - Harold Black Park & Centennial Park	12,000	10,812	90%	Complete
PRK 06-17	Bradshaw Park -remove 4 wooden bridges & replace with culverts, grass, stone	6,000	5,388	90%	Complete
PRK 07-17	Centennial Park Diamond 3 & HBP #2 Bullpens	6,000	6,055	101%	Complete
PRK 08-17	Harold Black Park repair trail bridge add handrail	5,000	4,986	100%	Complete
PRK 09-17	Cent.2 diamond - Netting & Infield cutout	15,000	13,280	89%	Complete
PRK 10-17	Paint Liner - Soccer Fields	4,000	1,580	40%	Complete
PRK 11-17	Tools - Grounds & Facility Maintenance	4,000	3,792	95%	Complete
PRK 12-17	Cenotaph - Maintenance and Conservation Treatment Programs (every 2 yrs)	5,000	-	0%	Completed in 2018
No Project ID	Portable Bar- Summerfest (Resolution in 2017) 500156	-	7,530	-	Complete
Total Recreation & Cultural Services		174,500	144,908	83%	
COMMUNITY PLANNING & DEVELOPMENT					
PLN 01-17	East Fenwick Secondary Plan	130,000	104,988	81%	Ongoing
PLN 03-17	Comprehensive Zoning By-law Mapping	5,900	-	0%	Ongoing
PLN 04-17	Comprehensive Zoning By-law	17,000	-	0%	Ongoing
PLN 05-17	Community Charette Planning	20,000	20,078	100%	Complete
Total Community Planning & Development		172,900	125,066	72%	
LIBRARY SERVICES					
LIB 02-17	Computer Services Development	10,000	4,937	49%	Complete
Total Library Services		10,000	4,937	49%	
TOTAL AS PER 2017 APPROVED BUDGET		7,352,803	2,377,464	32%	

4. Quarterly 2017 Capital Report

Town of Pelham					Appendix 3
2017 Capital Projects - Fourth Quarter Reporting		Expenditures			Status
As at December 31, 2017		2017 Original Budget	2017 Actual	Actual as a % of Original Budget	
COUNCIL APPROVED THROUGHOUT THE YEAR					
CC 100149	Land - Wellspring Niagara	-	2,574,151	-	Complete
CC 900035	Land Acquisition Water Station	-	139,683	-	Complete
CC 300367	2017 Sidewalks to EL Crossley	-	286,309	-	Complete
CC 100148	Bridge Replacement: Poth St: 100 m N of Weber (resolution during 2017)	-	35,332	-	Ongoing
WTR	2017 Rice Rd Water/Wastewater	-	11,321	-	Ongoing
Total Council Approved Throughout the Year		-	3,046,796	-	
CANCELLED AND RED-CIRCLED PROJECTS					
FD 02-17	Replacement of Pagers	8,000	-	0%	Cancelled
RD 09-17	Design & Construction Watermain Replacement: Station Street: Pelham Town Square to Port Robinson Rd	2,452,573	37,736	2%	Red-circled - design only - complete
RD 12-17	Storm outlet design - John St / Stella	9,000	-	0%	Cancelled
RD 18-17	Sulphur Springs Study	35,000	-	0%	Cancelled
FAC 05-17	Fenwick Lions concession canopy	27,600	-	0%	Deferred
VEH 01-17	Combination Snow Plow & Spreader Unit (Replaces Truck 420 - purchased June 2001 5 Tonne Volvo)	275,000	-	0%	Cancelled
VEH 04-17	GPS tracking units for Snow Plow Fleet	15,400	-	0%	Deferred
VEH 10-17	Small SUV (Replaces Unit 104 - 2009 Ford Ranger) Building	30,000	-	0%	Deferred
WST 01-17	Station Street Watermain Replacement - Design & Construction	150,000	-	0%	Cancelled
WST 04-17	Sanitary I/I Study Program - Planned Replacements	50,000	-	0%	Cancelled
WTR 02-17	Backflow Program - Consultant Study	60,000	-	0%	Cancelled
WTR 04-17	Design & Construction Watermain Replacement: Station Street: Pelham Town Square to Port Robinson Rd	266,110	-	0%	Red-circled
PRK 02-17	Rail Trail - parking accommodation	10,000	-	0%	Cancelled
PLN 02-17	Economic Development Plan	10,000	-	0%	Cancelled
DRN 01-17	Cleaning Keenan Drain	15,000	-	0%	Cancelled
LIB 01-17	Fonthill Basement Renovations	215,000	-	0%	red-circled
Total Cancelled and Red-Circled Projects		3,628,683	37,736	1%	
Grand Total		10,981,486	5,461,996	50%	



4. Quarterly 2017 Capital Report

Town of Pelham		Appendix 4
Prior Period Projects Carried into 2017- Fourth Quarter Reporting		
As at December 31, 2017		2017 Actual
GENERAL GOVERNMENT		
FIN 04-16 cc 100110	Innovation Technology	16,282
Total General Government		16,282
TRANSPORTATION SERVICES		
RD 23-16 cc 300223	Highland Ave Reconstruction	1,505
RD 08-16 cc 300208	Sawmill Rd Bridge: 90m East of Centre	6,489
RD 27-16 cc 300227	Town Drainage Study and Improvement	53,564
RD 01-16 cc 300201	Pelham St/Hurricane Storm Water Management	85,064
RD 14-16 cc 300214	Roadside Ditching Program	28,847
RDS 20-15 cc 300175	Service Clubs sign	22,461
CEM 01-16 cc 400007	Cemetery Hillside	1,851
CEM 02-16 cc 400008	Cemetery Fonthill	3,981
CC 100119	Petroff Partnerships (E. Fonthill)	96,705
FACILITIES		
FAC 12-16 cc 300200	Pool Mechanical/Electrical Replacement	2,136
FAC 08-16 cc 300196	Arena OPTH Ladder	5,912
FAC 09-15 cc 300155	Maple Acre - Design and Build	21,746
Total Transportation & Facility Services		330,261
WASTEWATER		
WST 01-16 cc 700125	Sanitary Lateral Repl Program	15,116
WST 01-15 cc 700113	Welland Rd. Deerpark Easement Sanitary	17,383
WST 04-16 cc 700128	Highland Ave Reconstruction	1,166
WST 05-15 cc 700117	Fonthill Sanitary Sewer Flow Monitoring System	20,653
Total Wastewater		54,318

4. Quarterly 2017 Capital Report

Town of Pelham		Appendix 4
Prior Period Projects Carried into 2017- Fourth Quarter Reporting		
As at December 31, 2017		2017 Actual
RECREATION & CULTURAL SERVICES		
REC 02-16 cc 500126	Fenwick Rail Trail Furnishings	22,495
REC 03-16 cc 500127	MSSP Parking Lot and Skate Parking Lot	1,883
Total Recreation & Cultural Services		24,378
COMMUNITY PLANNING & DEVELOPMENT		
PLN 03-15 cc 600105	Compre Zoning by-law	1,526
Total Community Planning & Development		1,526
LIBRARY SERVICES		
LIB 01-16 cc 500131	Computer Service Development	10,854
LIB 02-16 cc 500132	Fonthill Branch	13,229
LIB 03-16 cc 500133	Furniture Replacement - Fonthill	5,403
Total Library Services		29,486
EAST FONTHILL		
RD 29-14	East Fonthill Rd (changed to Wellspring Way/Shaw)	289,698
RD 02-16	Construction of Summersides East to Rice Rd	133,533
CC 100118	Interkom	110,333
CC 100126	Phase 1A Hydro & Street Lighting (Wellspring/Shaw)	126,394
CC 100128	Phase 1B Hydro & Street Lighting	97,313
CC 100129	Burying of Hydro on Hwy 20 fronting Town Lands	65,269
FAC 13-16	Meridian Community Centre	20,992,267
Total East Fonthill		21,814,807
Project Balances < \$ 1,000 Each		
No Project ID	Project balances less than \$ 1,000 each	3,410
Total East Fonthill		3,410
GRAND TOTAL		22,274,468

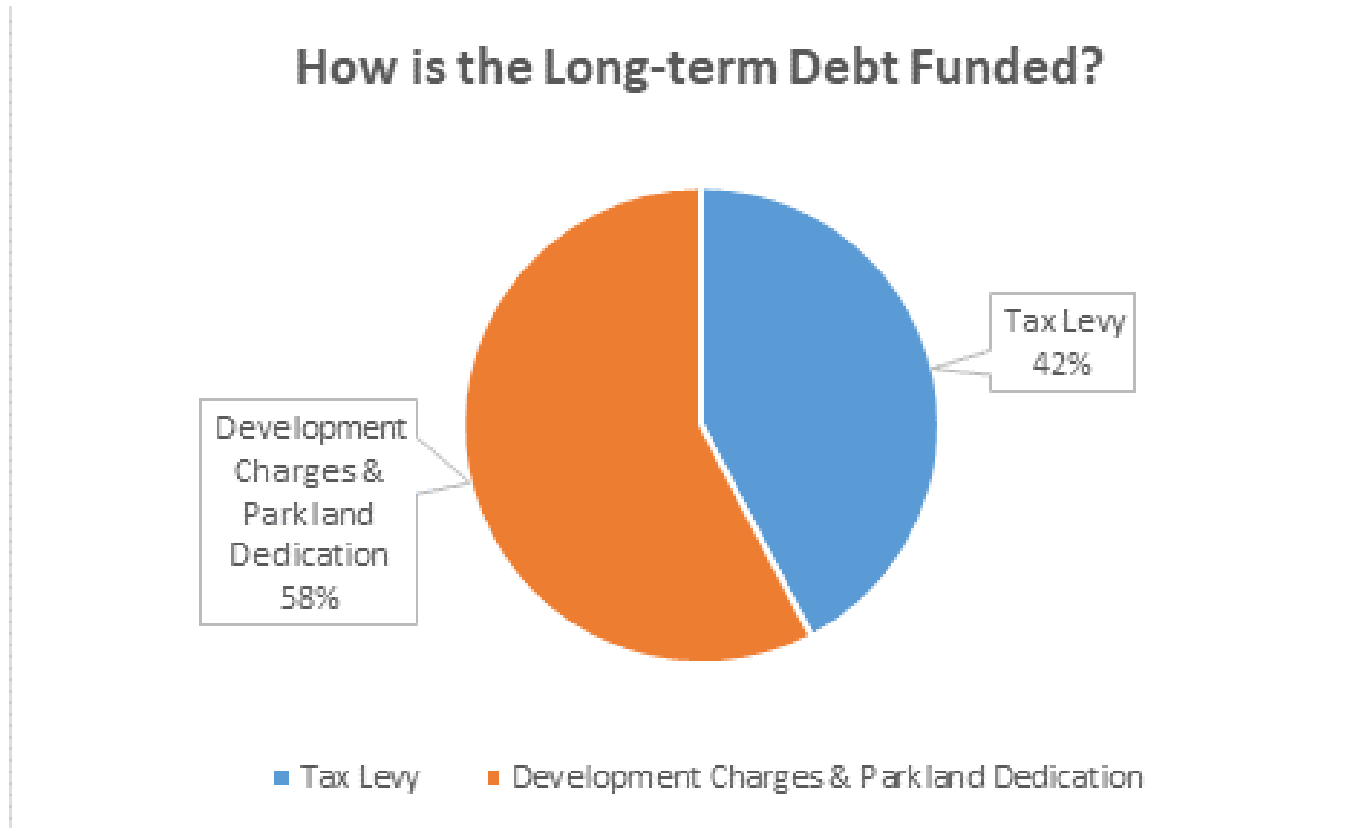
5. Long-Term Debt

- The annual debt and financial obligation limit for municipalities is determined from Ontario Regulation 403/02 of the Municipal Act 2001.
- The Town has no choice but to stay within these limits, unless OMB approval is obtained.
- Annual Repayment Limit (ARL) is calculated as: 25% of Town Operating Revenues less debt charges. The Town is at 12.7%.

5. Existing Long-Term Debt

Debenture number	Purpose	Interest rates	Maturity dates	2017	2016
67-2009	Centennial Park	3.50% to 4.80%	2019	\$ 47,000	\$ 69,000
83-2011	Haist & Pelham St	1.55% to 4.05%	2021	749,829	922,551
73-2012	Haist St & Rice Rd	1.35% to 3.10%	2022	427,000	506,000
72-2013	Effingham & Hwy 20	1.40% to 3.75%	2023	447,859	516,869
78-2014	Pelham St & Fire Stn #2	1.20% to 3.30%	2024	1,287,423	1,455,653
75-2015	Fire Station #3	1.94%	2025	2,710,000	3,024,000
35-2016	Fenwick & Pt Robinson	1.20% to 2.40%	2026	5,211,271	5,750,000
72-2016	Meridian Community Centre	3.34%	2046	8,886,690	9,066,166
55-2017	Meridian Community Centre	3.22%	2047	12,138,592	-
				\$ 31,905,664	\$ 21,310,239

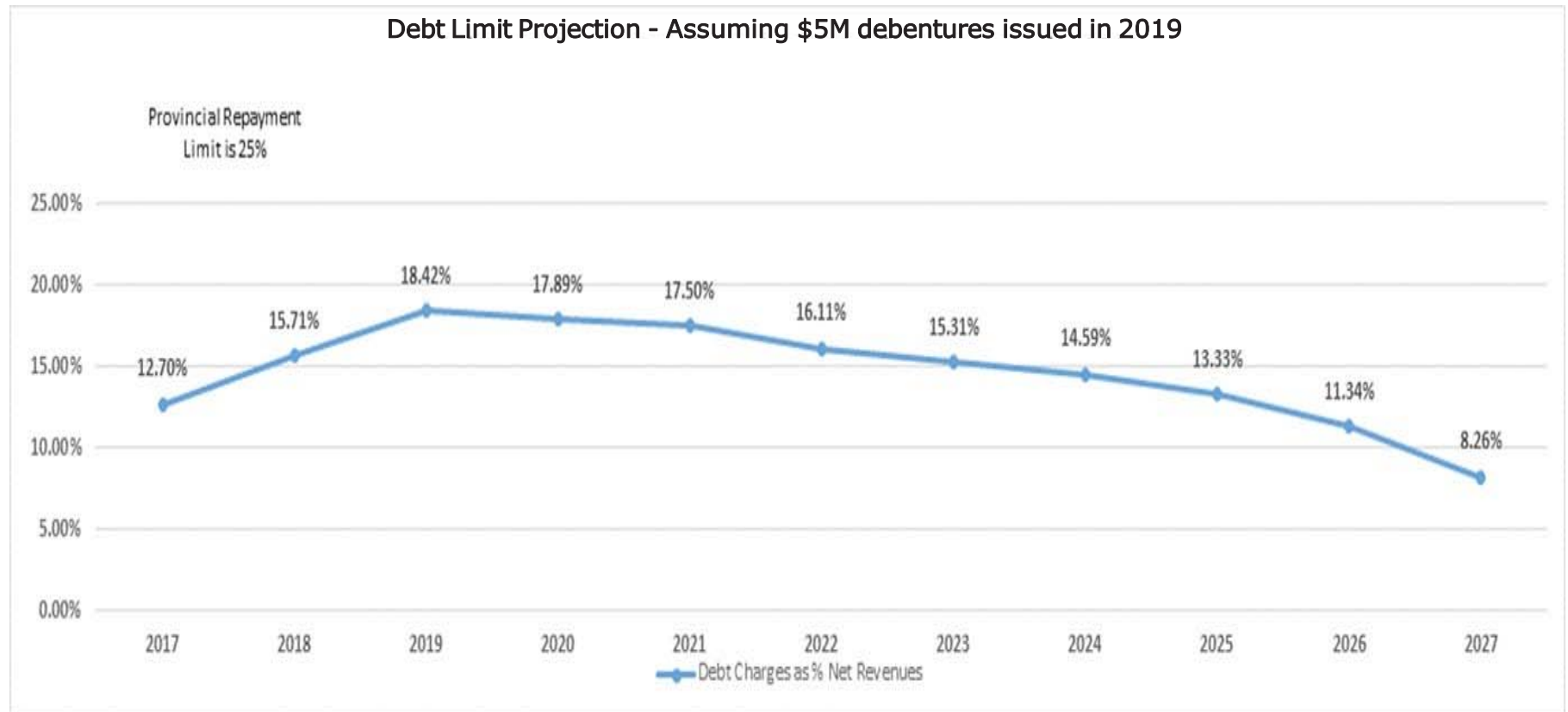
5. Existing Long-Term Debt



5. Future Long-Term Debt

Project Description		Year of Debt Issuance	Year of Debt Repayment	Original Debt Amount	Revised Debt Amount @ December 31, 2017	Estimated Annual Payment (3.5%, 10 years)	Reason for Debt Substitution
REC 12-13	Predevelopment Costs for PCC	2019	2029	\$ 1,000,000	\$ 1,000,000	\$ 120,241	
RD 29-14	Wellspring Way/Shaw Ave Construction	2019	2029	5,400,000	1,173,568	\$ 141,111	\$1.6M is being funded by an existing demand loan and \$626,432 debenture already issued. \$300,000 has been contributed by developers, and \$1.7M of the project has been deferred and will be brought back in a future capital budget.
FAC 09-15	Maple Acres Library	2019	2029	463,425	-		Funded by reserves.
RD 01-16	Pelham St/Hurricane Storm Water	2019	2029	165,000	-		Original capital project was approved for \$947,775 debenture. The project was red-circled, except for the design. \$85,000 Gas Tax funding has been applied to the design.
RD 02-16	Summersides: East to Rice Rd	2019	2029	2,473,963	2,171,997	\$ 261,164	\$237,000 Gas Tax funding has been applied and scope of work has been reduced by approximately \$65,000.
RD 01-17	Summersides: Station to Wellspring	2019	2029	417,754	417,754	\$ 50,231	
				\$ 9,920,142	\$4,763,319	\$ 572,747	

5. Long-Term Debt



6. Cash Position

- The bank indebtedness at December 31, 2017 is \$2,577,778
- Projection on November 29 was \$3 million
- This is the eighth year in a row with bank indebtedness as a result of the cash being spent on acquisition of tangible capital assets \$61M, and funded by:
 - Issuance of long-term debt \$23M
 - Transfer from reserves, grants and Development Charges \$33M
 - Operating funds \$5M (financing outstanding)

6. Cash Position

Balances at December 31, 2017	
Deposits & Deferred Revenue	\$ 651,775
Deferred Revenue-obligatory reserve	3,840,767
	4,492,542
Reserves	1,947,719
Total	\$ 6,440,261
Cash (excluding debenture funds)	\$ 989,640
Bank indebtedness	(2,577,778)
Total	\$ (1,588,138)
Future Financing to be Received	
Long-term Debt	\$ 4,763,319
To be recovered from Developers	7,800,000
Total	\$ 12,563,319

6. Cash Position

- There is no requirement under the Municipal Act or Town Policy for the Town to maintain cash or liquid assets equal to the balance of deposits and non-obligatory deferred revenue and reserves.
- The deferred revenue-obligatory reserve funds are required to be supported by a cash balance; however, the Town is permitted to borrow against these funds as long as interest is allocated. Interest is being allocated by the Town.

Risk Analysis

What is the risk to the Town for having invested its cash into tangible capital assets?

There is value in upfront the costs for the East Fonthill Development for future development and growth which is currently being realized in new subdivisions, commercial & residential growth.

The costs invested will be recovered:

Parkland (developers)	\$3,600,000	*
Stormwater Pond (developers)	1,400,000	
Wellspring remnant land (sale)	1,100,000	
Summersides Road (developers)	<u>1,700,000</u>	
Total	<u>\$7,800,000</u>	



**\$380,064 was collected in 2017*

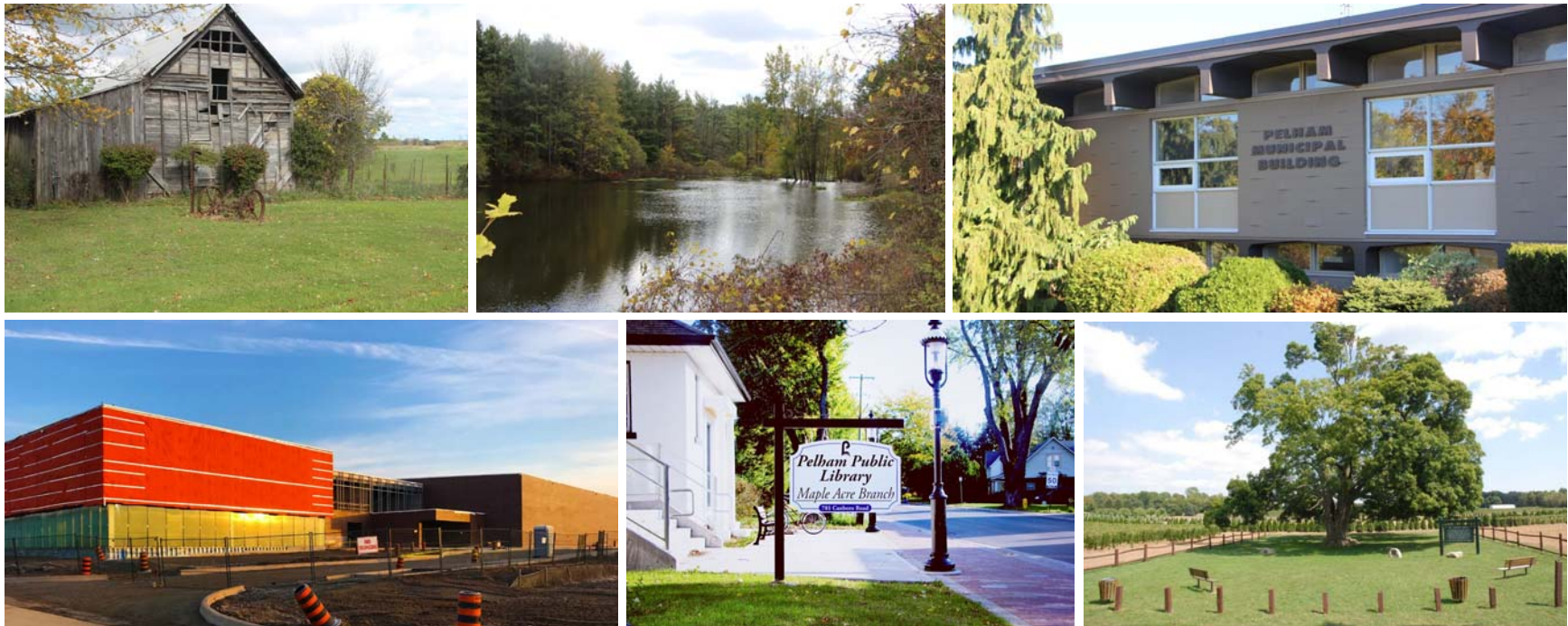
Provincial Partnership

- The Town met with our Municipal Advisors from Ministry of Municipal Affairs in January
- Reviewed Financial Ratios for 2016
- The Financial Information Return (FIR) will be submitted by the due date May 31, 2018

Financial Strategic Direction

1. Replenishing the cash balances
2. Complete the Meridian Community Centre
3. Complete the Town's development obligation of East Fonthill

Closing Remarks



NIAGARA REGIONAL COUNCIL REPORT

STANDING COMMITTEE MEETINGS OF APRIL 3 & 4, 2018

CORPORATE SERVICES COMMITTEE

Received the following reports for consideration:

- Stop up and close and declare surplus a portion of Regional Road 420 in the City of Niagara Falls and a portion of Regional Road 50 in the City of St. Catharines
- 2018 Property Tax Policy, Ratios and Rates
- Long Term Care Homes Redevelopment
- NRPS 1 District Procurement Process
- Use of Municipal Resources during the election campaign period policy

Received the following reports for information:

- Development Charge Reserve Fund Statement
- Monitoring results for regional development charges industrial grant program
- 2017 non-profit regional development charges grant program summary
- Administration of hotel and motel development charges incentive program
- Administration of Brownfield development charge reduction program

PLANNING & DEVELOPMENT COMMITTEE

Received the following reports for consideration:

- Sport Tourism in Niagara: Competing to Win presentation and report
- Niagara area seaway review submission
- Review and comments on "Watershed Planning in Ontario- Guidance for Land-Use Planning \Authorities"

Received the following reports for information:

- Niagara Investment in Culture funding recipients
- Update on grants and incentives review
- Appointments to the Economic Development working group

PUBLIC HEALTH & SOCIAL SERVICES COMMITTEE

Received the following reports for consideration:

- Cannabis legalization report with a request for commensurate funding and a request for future reports

Received the following Reports for information:

- A memo with respect to social housing
- Opioid work update
- Offload hours

PUBLIC WORKS

Received the following reports for consideration:

- Environmental Assessment and Preliminary Design: QEW/Glendale Avenue Interchange
- Award of Contract: Reconstruction of Martindale Road in St.Catharines (\$5,747,378)
- Program for the next collection contract and stakeholder consultation and engagement

Received the following reports for information:

- Construction status report- Burgoyne Bridge
- Update on the wastewater quality management system
- GO implementation update
- Niagara Regional Transit and specialized transit ridership and revenue summary report for 2017
- Ministry of Transportation grant application

REGIONAL COUNCIL- APRIL 12, 2018

- Passed a motion to hire the Integrity Commissioner to investigate matters related to the hiring of the CAO
- Received a presentation on recent economic activity in Niagara
- Received a presentation of plans to prepare for the next regional strategic plan (SHAPE)

REGIONAL COUNCIL meets next at 6:30 p.m. on MAY 3, 2018 in open session with a closed session to follow.

Meeting #: C-07/2018
Date: Monday, April 16, 2018
Time: 6:30 PM
Location: Town of Pelham Municipal Office - Council
Chambers
20 Pelham Town Square, Fonthill

Members Present: Dave Augustyn
Richard Rybiak
Catherine King
John Durley
Peter Papp
Gary Accursi
James Lane

Staff Present: Darren Ottaway
Barbara Wiens
Andrea Clemencio
Bob Lymburner
Nancy Bozzato
Vickie vanRavenswaay
Marc MacDonald
Teresa Quinlin

Others Present B. Gibson, Chair, Community Centre Oversight
Committee
Media
Interested Citizens

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 6:31 p.m.

2. Singing of National Anthem

Members of Council observed a moment of silence to honour members of the Humboldt, Sask. team and representatives of this team, recently killed in a bus crash. The National Anthem was then sung by those present to officially open the meeting.

3. Approval of Agenda

Moved By Catherine King
Seconded By Richard Rybiak

BE IT RESOLVED THAT the agenda for the April 16th, 2018 Regular Meeting of Council be adopted

Amendment:

Moved By Peter Papp

Seconded By John Durley

THAT Agenda Item 14.3, By-law 3990(2018), be referred to a future meeting of Council.

Carried

Amendment:

Moved By Richard Rybiak

Seconded By Catherine King

THAT an agenda addition, being a Councillor Report under Item 11.1 - Fire Station #3 Installation of Officers dinner be approved.

Carried

Moved By Catherine King

Seconded By Richard Rybiak

BE IT RESOLVED THAT the Agenda for the April 16, 2018 regular meeting of Council be adopted as amended.

Carried

4. Disclosure of Pecuniary Interests and General Nature Thereof

4.1 Gary Accursi - Presentation of Recommendations Arising from COW and SCOW, for Council Approval

Recommendation # 4 relating to the Port Robinson Road property as the Councillor's spouse owns the subject land.

There were no further disclosures by any of the members present.

5. Hearing of Presentation, Delegations, Regional Report

5.1 Tax Write-Off Under Municipal Act, Section 357 & 358

No one was present in the gallery regarding this item.

Moved By John Durley

Seconded By Catherine King

BE IT RESOLVED THAT Council receive the Taxes Written-Off Report from the Corporate Services Department; and THAT Council approve the Taxes Written-Off Report in the

amount of \$6423.12 as per the Municipal Act, Sections 357 and 358.

Carried

5.2 Presentations

5.2.1 Community Centre Oversight Committee Update

Mr. Gibson, Chair of the Community Centre Oversight Committee

Moved By John Durley

Seconded By Catherine King

BE IT RESOLVED THAT Agenda Item 5.2.1, being an update report by the Pelham Community Centre Oversight Committee be received for information; and

THAT the Clerk be directed to post a copy to the community centre webpage.

Carried

5.4 Report of Regional Councillor

The Regional Councillor did not submit a report for this meeting.

6. Adoption of Minutes

Councillor Papp advised that he will withdraw the notice of motion, noted on page 26 of C-06/2018.

Councillor Papp advised that he consulted with his legal advisor and stated that he does not have a pecuniary interest regarding the item reviewed in SC-09/2018.

Moved By Catherine King

Seconded By Richard Rybiak

BE IT RESOLVED THAT the following minutes be adopted as printed, circulated and read:

1. C-06/2018 - Council Meeting Minutes, April 3, 2018

2. SC-09/2018 - Special Council Meeting Minutes, April 9, 2018.

Carried

7. Business Arising from Council Minutes

None

8. Request(s) to Lift Consent Agenda Item(s) for Separate Consideration

Councillor Accursi requested that Recommendation #4 from the Public Meeting of April 9, 2018 be considered separately due to his previously disclosed pecuniary interest at that meeting.

Items 9.5.3 and 9.5.4 were lifted for separate consideration.

10. Items for Separate Consideration, if Any

10.1 Special COW Recommendation #4 from Planning Meeting of April 9, 2018

Councillor Accursi did not vote on this matter due to the previously disclosed pecuniary interest at the April 9th meeting.

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT COUNCIL HEREBY approves the following recommendation resulting from the Public Meeting under the Planning Act meeting of April 9, 2018:

RECOMMENDATION #4: THAT Committee of the Whole receives this Department of Community Planning and Development Report for information as it pertains to application File No. AM-10-17, 163 Port Robinson Road; and

THAT Committee recommend that Council direct Planning staff to prepare the Recommendation Report on this rezoning application for consideration of its adoption.

Carried

10.2 City of Port Colborne re NPCA Board Appointments

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT Council receive correspondence from the City of Port Colborne dated, April 10, 2018 regarding a request to the Region of Niagara to immediately replace Board Members and establish guidelines for the future recruitment of Board Members to the Niagara Peninsula Conservation Authority (NPCA), for information.

Amendment:

Moved By John Durley

Seconded By Richard Rybiak

BE IT RESOLVED THAT Communication Item #9.5.3 be received; and

THAT the resolution contained therein passed by the Council of the City of Port Colborne regarding

Appointments to the Niagara Peninsula Conservation Authority be endorsed and supported; and

THAT this resolution be forwarded to the Region of Niagara, Local Area Municipalities, the Niagara peninsula Conservation Authority, Local MPPs, and the Honourable Nathalie Des Rosiers, Minister of Natural Resources and Forestry.

Carried

10.3 City of Welland - Development of NPCA Appointment Process

Moved By Richard Rybiak
Seconded By Catherine King

BE IT RESOLVED THAT Council receive correspondence from the City of Welland dated, April 9, 2018 regarding their resolution to establish a protocol/process that will implement municipally appointed NPCA representative, for information.

Amendment:

Moved By John Durley
Seconded By Richard Rybiak

BE IT RESOLVED THAT Communication Item #9.5.4 be received; and

THAT the resolution contained therein passed by the Council of the City of Welland regarding Appointments to the Niagara Peninsula Conservation Authority be endorsed and supported; and

THAT this resolution be forwarded to the Region of Niagara, Local Area Municipalities, and Niagara Peninsula Conservation Authority, Local MPPs, and the Honourable Nathalie Des Rosiers, Minister of Natural Resources and Forestry.

Carried

11. Presentation & Consideration of Reports

11.1 Reports from Members of Council:

11.1.1 Councillor Rybiak - Station # 3 Installation Dinner

Councillor Rybiak, Deputy Mayor, reported on the Chief Jim Phelps Fire Station #3 Installation of Officers dinner held this past Saturday. He highlighted the awards given at that event.

12. Unfinished Business

9. Consent Agenda Items to be Considered in Block

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT the following Consent Agenda items be received and the recommendations contained therein be approved, as applicable:

9.1 Presentation of Recommendations Arising from COW and SCOW, for Council Approval

BE IT RESOLVED THAT Council approve the recommendations as presented:

1. COW-03/2018 – Committee of the Whole, April 3, 2018

2. SCOW-04/2018 – Special Committee of the Whole/Public Meeting under the Planning Act, April 9, 2018, save and except Recommendation #4.

9.2 Minutes Approval Committee

BE IT RESOLVED THAT the following minutes be adopted as printed, circulated and read:

1. COW-03/2018 – Committee of the Whole Meeting Minutes, April 3, 2018

2. SCOW-04/2018 – Special Committee of the Whole/Public Meeting under the Planning Act, April 9, 2018.

9.4 Action Correspondence of a Routine Nature

9.4.1 National Day of Mourning – April 28, 2018

BE IT RESOLVED THAT the Corporation of the Town of Pelham does hereby proclaim April 28, 2018 as a Day of Mourning for workers killed or injured on the job in the hopes that the annual observance of this day will strengthen the resolve to establish safe conditions in the workplace for all; and **THAT** the Pelham arches be lit yellow on April 28th in support of National Day of Mourning.

9.5 Information Correspondence Items:

BE IT RESOLVED THAT the following Correspondence Items be received for information:

9.5.1 Regional Council – Report LNTC-C 7-2018, Moving Transit Forward – Interim Branding Strategy and Communications Approach

BE IT RESOLVED THAT Council receive correspondence from Regional Council dated, March 29, 2018 regarding Report LNTC-C 7-2018, Moving Transit Forward - Interim Branding Strategy and Communications Approach, for information.

9.5.2 Township of Wainfleet – Niagara Central Dorothy Rungeling Airport: Nominations to Committee

BE IT RESOLVED THAT Council receive correspondence from the Township of Wainfleet

dated, April 3, 2018 regarding Niagara Central Dorothy Rungeling Airport: Nominations to Committee, for information.

~~9.5.3 City of Port Colborne re NPCA Board Appointments~~

~~BE IT RESOLVED THAT Council receive correspondence from the City of Port Colborne dated, April 10, 2018 regarding a request to the Region of Niagara to immediately replace Board Members and establish guidelines for the future recruitment of Board Members to the Niagara Peninsula Conservation Authority (NPCA), for information. (lifted)~~

~~9.5.4 City of Welland – Development of NPCA Appointment Process~~

~~BE IT RESOLVED THAT Council receive correspondence from the City of Welland dated, April 9, 2018 regarding their resolution to establish a protocol/process that will implement municipally appointed NPCA representative, for information. (lifted)~~

9.5.5 Resolutions Re Authority – Approval of Landfill Projects in or Adjacent to Municipality

Be it resolved that Council receive correspondence from the City of Port Colborne dated, April 11, 2018 and the Township of Killaloe dated, April 3, 2018 regarding resolutions to request the Government of Ontario to grant Municipalities the authority regarding approval of landfill projects in or adjacent to their Municipality, for information.

9.5.6 Pelham Cares Inc. – Thank You Letter

BE IT RESOLVED THAT Council receive correspondence from Pelham Cares Inc. regarding a thank you for the kind donation of food collected on Family Day, for information.

9.7 Committee Minutes for Information

9.7.1 Pelham Library Board Minutes – February 28, 2018

BE IT RESOLVED THAT Council receive the Pelham Library Board minutes, dated February 28, 2018, for information.

9.7.2 Summerfest Committee Minutes – February 7; March 7; March 20, 2018

BE IT RESOLVED THAT Council receive the Summerfest Committee Minutes, dated February 7, March 7, and March 20, 2018, for information.

9.7.3 Pelham Seniors' Advisory Committee Minutes – March 7, 2018

BE IT RESOLVED THAT Council receive the Pelham Seniors' Advisory Committee Minutes, dated March 7, 2018, for information.

9.7.4 Committee of Adjustment Board Minutes – October 3, 2017

BE IT RESOLVED THAT Council receive the Committee of Adjustment Hearing Minutes, dated October 3, 2017, for information.

9.7.5 Pelham (Meridian) Community Centre Oversight Committee - March 13, 2018

BE IT RESOLVED THAT Council receive the Pelham (Meridian) Community Centre Oversight Committee meeting minutes, dated March 13, 2018, for information.

Carried

13. New Business

14. Presentation and Consideration of By-Laws

The By-law regarding Saffron Meadows Phase 1 Subdivision was referred to a future meeting.

Moved By Peter Papp

Seconded By John Durley

BE IT RESOLVED THAT the Council of the Town of Pelham, having given due consideration to the following By-laws do now read a first, second and third time and do pass same, and

THAT the Mayor and Clerk be and are hereby authorized to sign and seal the by-laws:

1. By-law No. (2018) - Being a by-law to regulate Election Signs within the Town of Pelham; and to repeal Section 12.1 of the Town of Pelham's Sign By-law No. 3310(2012).

2. By-law No. (2018) - Being a by-law to amend Fire Route By-law No. 97-2030 being a by-law to designate private roadways as fire routes along which no parking of vehicles shall be permitted.

~~*3. Being a by-law authorize the execution of a subdivision agreement with Hert Inc. and the Corporation of the Town of Pelham – Saffron Meadows Phase 1 Subdivision. Hert Inc. and the Corporation of the Town of Pelham File No. 26T19-02014. Deferred to a future meeting.*~~

4. Being a by-law to authorize the execution of a site plan agreement for the lands known as Part of Lot 171, Pelham located on the southwest corner of Rice and Port Robinson Roads. Grey Forest Homes (Saffron Common Condominium) File No. SP-11-17.

Carried

15. Motions and Notices of Motion: Nil

16. Matters for Committee of the Whole or Policy and Priorities Committee: Nil

17. Matters Arising Out of Committee of the Whole or Policy and Priorities Committee: Nil

18. Resolution to Move in Camera

Council reconvened at 8:45 p.m.

Moved By Gary Accursi

Seconded By James Lane

BE IT RESOLVED THAT Council recess the In Camera portion of the meeting and reconvene immediately following the Policy and Priorities Committee meeting scheduled for this evening.

Carried

Moved By James Lane

Seconded By Catherine King

BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider a matter under the Municipal Act, as follows:

Section 239(2)(c) - proposed or pending acquisition or disposition of land by the municipality (File L07-2017-06-S).

Carried

19. Rise From In Camera

Moved By Gary Accursi

Seconded By James Lane

BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise: With Report.

Carried

Moved By James Lane; **Seconded By** Catherine King

BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of April 16, 2018.

Carried

20. Confirming By-Law

Moved By Gary Accursi; **Seconded By** James Lane

BE IT RESOLVED THAT the following By-law be read a first, second and third time and passed: Being a By-law No. 3992(2018) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 16th day of April, 2018.

Carried

21. Adjournment

Moved By Peter Papp

Seconded By Gary Accursi

BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for May 7, 2018 at 6:30 pm.

Carried

Mayor: Dave Augustyn

Town Clerk: Nancy J. Bozzato

Meeting #: SC-10/2018
Date: Monday, April 30, 2018
Time: 4:00 pm
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present Dave Augustyn
Gary Accursi
John Durley
Peter Papp
James Lane
Richard Rybiak (4:18)

Regrets Catherine King

Staff/Others Present Darren Ottaway
Nancy Bozzato
Teresa Quinlin
C. Shedden
T. Wilson
Presenters

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 4:06 p.m.

2. Approval of the Agenda

Moved By Gary Accursi **Seconded By** John Durley

BE IT RESOLVED THAT the agenda for the April 30th, 2018 Special Meeting of Council be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no pecuniary interests disclosed by any of the members present.

4. Resolution to Move in Camera

Moved By John Durley **Seconded By** Gary Accursi

BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider a matter under the Municipal Act, as follows:

1. Section 239(2)(c) - proposed or pending acquisition or disposition of property by the municipality, and section

**239(2)(f) - advice that is subject to solicitor-client privilege,
File L07-2017-06-S.**

**2. Section 239(2)(d) - labour relations or employee
negotiations - 1 item.**

Carried

5. Rise From In Camera

Moved By John Durley **Seconded By** Gary Accursi

**BE IT RESOLVED THAT Council adjourn the In Camera Session
and that Council do now Rise: With Report**

Carried

Moved By James Lane **Seconded By** Gary Accursi

**BE IT RESOLVED THAT the Chief Administrative Officer and the
Mayor be and are hereby authorized to undertake the
directions provided during the In Camera meeting of April 30th,
2018.**

Carried

6. Confirming By-law

Moved By James Lane **Seconded By** Gary Accursi

**BE IT RESOLVED THAT the following By-law be read a first,
second and third time and passed:**

**Being a By-law No. 3993(2018) to Adopt, Ratify and Confirm
the proceedings of Council of the Town of Pelham at
its Special Meeting held on the 30th day of April, 2018.**

Carried

7. Adjournment: Moved By Gary Accursi **Seconded By** James Lane

**BE IT RESOLVED THAT this Special Meeting of Council be
adjourned until the next regular meeting scheduled for May7,
2018 at 6:30 pm.**

Carried

Mayor D. Augustyn

Town Clerk, Nancy J. Bozzato

Recommendations of the Policy and Priorities Committee Meeting Held April 16, 2018 (P&P-04/2018)

1. **THAT the agenda be reordered to consider Items 5.1 and 5.3 prior to Items 5.2 and 4.1.**
2. **THAT the agenda for the April 16, 2018 regular meeting of Policy & Priorities Committee be adopted as amended.**
3. **THAT Policy and Priorities Committee receive the Public Works report 'Chicane Update', for information.**
4. **THAT Policy & Priorities Committee receives the Public Works Report "Pickwick Place Lighting Update", for information.**
5. **THAT the report "Safer Pedestrian Crossing on Pelham Street" be referred back to staff; and**

THAT Staff be directed to provide a tighter estimate of the costs associated with installation of a PXO (pedestrian crossover); and

THAT Staff provide a drawing showing the proposed 10-metre sightline requirements and how this impacts parking stalls to accommodate the sightline; and

THAT Staff provide information regarding the costs for painting lines along Pelham Street to narrow the driving lanes similar to the approach taken in downtown Fenwick.

6. **THAT Policy & Priorities Committee receive the Public Works report "Safer Pedestrian Crossing on Pelham Street" for information; and**

That Policy & Priorities Committee recommends Council approve the removal of select on-street parking stalls and PXO conversion from the existing PPS, in 2018.

7. **THAT the Policy and Priorities Committee receive the Issue Sheet regarding the 2018 Water and Wastewater Budget; and**

THAT Committee recommend to Council that the 2018 Water and Wastewater Budgets be approved; and

THAT Committee recommend an increase in the Water and Wastewater fixed rate only by 3% which is equivalent to \$1.46 per bill, or \$8.76 per year; and

THAT a Water and Wastewater Rate Study be conducted in 2018 in order to update the Town of Pelham's sustainable financial plan in compliance with Ontario Water Regulation 453/07.

8. **THAT this Regular Meeting of Policy & Priorities Committee be adjourned until the next regular meeting scheduled for May 7, 2018 following Council.**

Policy and Priorities Committee**Minutes**

Meeting #: P&P-04/2018
Date: Monday, April 16, 2018
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present Dave Augustyn
Richard Rybiak
Catherine King
John Durley
Peter Papp
Gary Accursi
James Lane

Staff Present Darren Ottaway
Barbara Wiens
Andrea Clemencio
Bob Lymburner
Nancy Bozzato
Vickie vanRavenswaay
Marc MacDonald
Teresa Quinlin

Other Interested Citizens
Media

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 7:40 p.m.

2. Adoption of Agenda

Moved By John Durley

THAT the agenda for the April 16, 2018 regular meeting of Policy & Priorities Committee be adopted

Amendment:

Moved By John Durley

That the agenda be reordered to consider Items 5.1 and 5.3 prior to Items 5.2 and 4.1

Carried

Moved By John Durley

THAT the agenda for the April 16, 2018 regular meeting of Policy & Priorities Committee be adopted as amended.

Carried

3. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests disclosed by any of the members present.

4. Old Business

4.1 Chicane Update

Moved By Catherine King

THAT Policy and Priorities Committee receive the Public Works report 'Chicane Update', for information.

Carried

4.2 Pickwick Place Lighting Update

Moved By Gary Accursi

THAT Policy & Priorities Committee receives the Public Works Report "Pickwick Place Lighting Update", for information.

Carried

4.3 Safer Pedestrian Crossing on Pelham Street

Moved By Peter Papp

THAT Policy & Priorities Committee receive the Public Works report "Safer Pedestrian Crossing on Pelham Street" for information; and That Policy & Priorities Committee recommends Council approve the removal of select on-street parking stalls and PXO conversion from the existing PPS, in 2018.

Moved By Peter Papp

THAT the report "Safer Pedestrian Crossing on Pelham Street" be referred back to staff; and

THAT Staff be directed to provide a tighter estimate of the costs associated with installation of a PXO (pedestrian crossover); and

THAT Staff provide a drawing showing the proposed 10-metre sightline requirements and how this impacts parking stalls to accommodate the sightline; and

THAT Staff provide information regarding the costs for painting lines along Pelham Street to narrow the driving lanes similar to the approach taken in downtown Fenwick.

Carried

5. New Business

5.1 2018 Water & Wastewater Proposed Budget

Moved By Dave Augustyn

THAT the Policy and Priorities Committee receive the Issue Sheet regarding the 2018 Water and Wastewater Budget; and

THAT Committee recommend to Council that the 2018 Water and Wastewater Budgets be approved; and

THAT Committee recommend an increase in the Water and Wastewater fixed rate only by 3% which is equivalent to \$1.46 per bill, or \$8.76 per year; and

THAT a Water and Wastewater Rate Study be conducted in 2018 in order to update the Town of Pelham's sustainable financial plan in compliance with Ontario Water Regulation 453/07.

Carried

6. Adjournment

Moved By James Lane

THAT this Regular Meeting of Policy & Priorities Committee be adjourned until the next regular meeting scheduled for May 7, 2018 following Council.

Carried

Mayor D. Augustyn

Town Clerk, Nancy J. Bozzato

Proposed Common Position Resolution

Whereas the Regional Municipality of Niagara at its Regional Council meeting on September 22, 2016 approved the following motion and direction to staff;

“Regional Council Motion: September 22, 2016.

That Correspondence Item PWC-C 22-2016, dated September 6, 2016, being a memorandum from R. Walton, Regional Clerk, respecting Recommendations from the Transportation Steering Committee meeting held on July 26, 2016 for Consideration, BE RECEIVED and the following recommendations BE APPROVED:

1. That Niagara Region SUPPORT IN PRINCIPLE adopting sole responsibility for operations and governance of Niagara District Airport (NDA) and Niagara Central Dorothy Rungeling Airport (NCDRA);
2. That, subject to completion of a phase 2 environmental assessment paid for by the current owners/operators, Regional staff BE AUTHORIZED to initiate detailed negotiations with the current funding partners of both the NDA and the NCDRA to transition responsibility to Niagara Region;
3. That a transition plan BE DEVELOPED with the current funding partners, including transitional funding and budget implications for ongoing operations and capital requirements during the transition period for inclusion in the Regional budget deliberations, and a proposal for a new governance structure satisfactory to Regional Council;
4. That a report BE PRESENTED to the Transportation Steering Committee summarizing the outcome of these negotiations and the transition plan prior to final approval by Regional Council; and
5. That notification of the Council-approved motions related to NDA and NCDRA BE PRESENTED to the twelve local municipalities, the Niagara District Airport Commission, the Niagara Central Dorothy Rungeling Airport Commission and Transport Canada.

The Regional Chair declared the vote, Carried”

And whereas The Welland-Port Colborne Airport Act was assented to on May 7, 2006 and this act contains the following applicable section;

Under Schedule B section2 subsection 2 (b)

That the Commission shall not sell or otherwise dispose of the said airport
Provided however, that the Commission may in its sole discretion sell, lease or

otherwise dispose of the buildings on the said airport as the Commission may consider advisable and for sole benefit of the Commission,

And further under Schedule b subsection 2 (c)

That the Commission shall not use or permit to be used the said airport for purposes other than airport purposes and shall maintain and operate said airport as a public airport.

And whereas Schedule A of The Welland-Port Colborne Airport Act provides the following clauses governing the ongoing activities of the Commission as follows:

“And whereas pursuant to the provisions of the Municipal Act R.S.O. 1970 chapter 284, section 352, paragraph 9, bylaws may be passed for the establishment, operation, maintenance of air harbours or landing grounds, together with such other rights and powers as are contained therein;

And whereas section 254 of the Municipal A, R.S.O 1970 chapter 284 provides for the passing of by-laws by a municipality for entering into and performing any agreement with any other Council for fulfilling, executing and completing at their joint expense and for their joint benefit, any undertaking or work within the jurisdiction of the Council,

And whereas the Niagara Region is currently considering the longer-term opportunities to grow the economic impacts of these airports as Regionally managed and operated airports;”

And whereas the Regional Municipality of Niagara (Niagara Region) has two municipally supported and funded airports, the Niagara District Airport and the Niagara Central Dorothy Rungeling Airport;

And whereas the Niagara Central Dorothy Rungeling Airport has completed the terms of section 2, notably, “That, subject to completion of a phase 2 environmental assessment paid for by the current owners/operators, Regional staff BE AUTHORIZED to initiate detailed negotiations with the current funding partners of both the NDA and the NCDRA to transition responsibility to Niagara Region;

And whereas there must be formal discussions between stakeholder municipalities and Niagara Region,

THEREFORE, WE RESOLVE that representatives of the NDA and NCDRA stakeholder municipalities and the Region of Niagara commence formal discussions to finalize the assumption of the management/operational responsibilities of the NDA and NCDRA,

AND, by all stakeholder municipalities of NCDRA adopting this resolution, the stakeholder municipalities of the NCDRA approve the formal discussions with the Region of Niagara and the

NDA to see both airports managed and operated as Regional airport facilities and that the, **“Framework for the Memorandum of Understanding”** attached to this motion be the basis of NCDRA stakeholder municipalities terms of reference for these discussions.

Moved by

Seconded by

Approved

Framework for the Memorandum of Understanding

GUIDING PRINCIPALS OF OPERATING AUTHORITY TRANSFER

1. That the Region of Niagara will assume operating authority of NCDRA in parallel with the assumption of operating authority of the NDA airport.
2. That the Region of Niagara will operate both airports under similar financial and operating processes that will maintain and where feasible, enhance the current levels of service as the base level at both airports.
3. That the Region of Niagara will continue to operate the NCDRA as a public airport/aerodrome consistent with the 1976 Welland-Port Colborne Act and will consult with the four stakeholder municipalities.
4. That the Region of Niagara will assume all costs associated with the required level of maintenance and capital improvements of the NCDRA.
5. That the Region of Niagara will assume financial responsibility of the four stakeholder municipality's loans taken out in 2017, \$250,000 and 2018, \$173,000 for needed capital repairs.
6. That the Region of Niagara will retain all revenues net of operating costs of both the NCDRA and the NDA.
7. That the Region of Niagara will indemnify the parties to the Memorandum of Understanding from any liabilities legal or otherwise while operating the NCDRA and NDA airports.
8. That the Region of Niagara will retain the designation of the name of "Dorothy Rungeling" in any future name changes that are contemplated for the NCDRA.
9. That the Region of Niagara will honour all existing leases, business agreements and contracts as a normal standard expected in these legal arrangements.

10. That the Region of Niagara will continue to honour in perpetuity the arrangement with “The Air Cadet Hangar” which is a \$1.00 per year lease at the airport and as long as this hangar is used for this purpose.
11. That as a part of the closing process for final assumption of operation authority; the Region of Niagara will provide a governance/commission model, which includes representation from the Niagara Central Airport Commission, and that provides for a desirable consultation of all stakeholder municipalities of both airports and an ongoing consultation with appropriate user groups at both airports.



NIAGARA CENTRAL
Airport Commission

P. O. Box 234
L3B 5P4

WELLAND, ONTARIO

April 12, 2018

City Clerk City of Port Colborne 66 Charlotte Street Port Colborne, Ontario L3K 3C8 Via email to ashleygrigg@portcolborne.ca	City Clerk City of Welland 60 East Main Street Welland, Ontario L3B 3X4 Via email to clerk@welland.ca
Chief Administrative Officer/Clerk Township of Wainfleet 31940 Highway 3 P.O. Box 40 Wainfleet, Ontario L0S 1V0 Via email to wkolasa@wainfleet.ca	Town Clerk Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, Ontario L0S 1E0 Via email to nbozzato@pelham.ca

Mayors and Councils of City of Port Colborne, City of Welland, Township of Wainfleet, and the Town of Pelham:

Following is brief synopsis of issues and developments at Niagara Central Dorothy Rungeling Airport through the first quarter of 2018 for your information:

Of Note:

- We note with sadness the passing of Dorothy Rungeling, Order of Canada, in her 107th year of a full and remarkable life that included spectacular successes as a pilot that brought great honour to her home airport which now carries her name, and to Canadian aviation generally.
- We welcome Leo Van Fliet, Councillor, City of Welland, to the Niagara Central Airport Commission, filling the vacancy left by the passing of Welland Councillor Rocky Letourneau.

Condition and Maintenance:

- Cost of completion of repairs to Taxiway Alpha, and repairs to the Secondary Runway and Taxiway Bravo was submitted in the 2018 capital budget. An estimated amount of

\$173,000.00 will provide remedial treatment to the treated surfaces such that they can be used safely for 10+ years.

Other Repair and Maintenance Issues:

- MOE has reviewed plans of new septic system designed by the engineering firm AMEC to replace the current greater than 70 year old system. Inasmuch as MOE review has taken longer than 3 years, we are updating the base premises of the plan to current status before proceeding with a permit application. NCAC met with Region officials on November 1, 2017, to review requirements and plans. Wood Group (previously AMEC Foster Wheeler) is redrafting the technical report required by the permit application.
- The runway lighting system is still operational but will require renovation as they system is aged and spare parts are scarce and difficult to source.

Request to Upload Control and Governance of NCDRA to Region:

- On September 26, 2016, Regional Council passed a motion supporting in principle that the Region adopt sole-responsibility for operations and governance of Niagara District and Niagara Central Dorothy Rungeling Airports. Subject to completion of a phase 2 environmental assessment at each location paid for by the current owners/operators, Regional staff is authorized to initiate negotiations with funding partners of both airports to transition responsibility.
- The required Environmental Assessment of NCDRA was substantially completed during the 3rd quarter, and the Phase 2 report should be available within October to be forwarded to the Region.
- Niagara Central Airport Commission and NCDRA staff is working with our stakeholder municipalities to facilitate the negotiation process with the Region to make the transition of control to the Region. Mayors and CAO's met on March 9 to develop a process to develop a common negotiating position with which to approach Region. The process will be implemented in April, which should result in a motion passed by all stakeholder municipalities in time for the May 8 Niagara Region Transportation Committee meeting.

Growth:

- The local chapter of the Canadian Owners and Pilots Association (COPA Flight 149) has suggested that NCDRA rehabilitate the abandoned runway as a grass strip. They have offered to participate in the cost of construction and to undertake the maintenance of the strip. A plan and budget of this conversion has been approved by NCAC. The plan includes:
 - Excavation of a road a 1900 ft. roadbed on the south side of hangars along Taxiway Bravo to provide soil to cover the abandoned runway. The roadbed will accept fill from the wider community to eventually become the access to additional hangar lots required when lots along Bravo are leased.
 - The abandoned runway will be prepared, graded, and covered with the roadbed excavate provided above.
 - Preparation and seeding of the soil to create the grass strip will be undertaken by COPA.
 - Cost of excavation and placement of the soil will be undertaken by NCDRA with an upset limit of \$15,000.00, including HST.
 - Cost of creation of the grass strip will be undertaken by COPA, who have committed to the maintenance of the grass strip thereafter.

Airport Activities:

- Activities are at a low winter level. Weather in throughout the 1st Quarter produced a higher than normal snow plowing expenditure.
- The incident between aircraft on runway 05/23 in October resulted in the cleanup of spilled fuel, the cost of which will be borne by the insurance coverage of the aircraft involved. This item remains outstanding.

Fundraising:

- NCDRA have been notified that operating and capital budgets have been approved by stakeholder municipalities.
- It is anticipated that the \$173,000.00 capital infusion will be funded through loan agreements with the stakeholder municipalities in the same manner that capital was provided last year for hangar roof and septic system improvements.
- Discussions regarding application of Section 110 of the Ontario Municipal Tax Act will depend on the outcome of negotiations around Region's uplift of control of the airport.

2015 through 2018 Niagara Central Airport Commission Members:

Welland

Jim Larouche
John Mastroianni
Leo Van Vliet

Port Colborne

Barbara Butters (Vice-Chair)
Bea Kenny

Wainfleet

Ted Hessels

Pelham

Richard Rybiak (Chair)

Sincerely,



Richard Rybiak
Chair
Niagara Central Airport Commission

Resolution for Endorsement by Other Municipalities

WHEREAS under the *Municipal Act*, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;

WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;

WHEREAS CN Rail has declared that the Province of Ontario and the Halton Municipalities (the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville) and Conservation Halton have no regulatory role whatsoever with respect to a proposed truck/rail development that will have a direct impact on the economic, social and environmental well-being of the municipality and health, safety and well-being of residents;

WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;

WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application to confirm their legitimate regulatory role in respect of the CN development;

WHEREAS CN’s position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities; and

WHEREAS irrespective of the merits of CN’s proposed development, CN’s interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest;

NOW THEREFORE BE IT RESOLVED:

1. THAT the [insert municipality name] endorse the principles that:
 - a. there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.
 - b. the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.
2. THAT the [insert municipality name] calls on the Government of Ontario to join the court Application of the Halton Municipalities.



VIA EMAIL

Legislative & Planning Services
Department
Office of the Regional Clerk
1151 Bronte Road
Oakville ON L6M 3L1

April 11, 2018

Federation of Canadian Municipalities, Brock Carlton
Association of Municipalities of Ontario, Pat Vanini
Large Urban Municipal Caucus of Ontario (LUMCO), Mayor Jeffrey
Mayors and Regional Chairs Caucus of Ontario (MARCO), Ken Seiling
Rural Ontario Municipal Association (ROMA), Mayor Ronald Holman
Northwestern Ontario Municipal Association (NOMA), Mayor Wendy Landry
Federation of Northern Ontario Municipalities (FNOM), Mayor Alan Spacek
Conservation Authority of Ontario, Richard Hibma
all Ontario municipalities

Please be advised that at its meeting held Wednesday, March 28, 2018, the Council of the Regional Municipality of Halton adopted the following resolution:

**RESOLUTION: Seeking Support on the Court Application Involving the CN
Truck-Rail Development in the Town of Milton**

WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;

WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;

WHEREAS Halton Region and its area municipalities (“Halton Municipalities”), in partnership with Conservation Halton, have carried out multi-year, multi-phase planning processes to update their applicable official plans to address all relevant provincial plans and policy and foster healthy communities;

WHEREAS the most recent Halton Region official plan process engaged railways, including CN Rail, and was amended to accommodate stated railway plans for rail-supported development;

Regional Municipality of Halton

HEAD OFFICE: 1151 Bronte Rd, Oakville, ON L6M 3L1

905-825-6000 | Toll free: 1-866-442-5866

WHEREAS contrary to its own stated plans, CN Rail has declared its intention to proceed with a new stand-alone, truck-rail development in the Town of Milton that would operate 7 days a week, 24 hours a day and add at least 1,600 truck trips a day on regional roads located in close proximity to existing and planned residential communities;

WHEREAS CN Rail has declared that Ontario and the Halton Municipalities have no regulatory role whatsoever with respect to the truck-rail development;

WHEREAS the Halton Municipalities, Conservation Halton, and Halton residents have concerns about the impacts of CN's proposed development on traffic congestion, community growth, health and safety, and the local environment;

WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;

WHEREAS CN's truck-rail development engages numerous provincial and municipal by-laws, policies and plans that govern growth in the Halton Municipalities, including but not limited to, policies in Ontario's Growth Plan, Greenbelt Plan, the Provincial Policy Statement, and the provincially approved Official Plan for Halton Region and the Town of Milton;

WHEREAS CN's position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities;

WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application (the "Application") to confirm their legitimate regulatory role in respect of the proposed CN development; and

WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest.

NOW THEREFORE BE IT RESOLVED:

1. THAT Regional Council endorse the principles that:
 - a. there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.

- b. the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.
2. THAT Halton Region calls on the Government of Ontario to join the Court Application of the Halton Municipalities.
3. THAT a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Bill Mauro, Minister of Municipal Affairs; the Honourable Yasir Naqvi, Attorney General of Ontario; Halton's Members of Parliament (MPs), Members of Provincial Parliament (MPPs), and Leaders of the Opposition Parties.
4. THAT a copy of the attached resolution be forwarded to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO), the Large Urban Municipal Caucus of Ontario (LUMCO), the Mayors and Regional Chairs Caucus of Ontario (MARCO), the Rural Ontario Municipal Association (ROMA), the Northwestern Ontario Municipal Association (NOMA), the Federation of Northern Ontario Municipalities (FNOM), the Conservation Authority of Ontario, and to all Ontario municipalities for their endorsement.

As per the above resolution, please accept this correspondence and attached resolution for your information and consideration.

If you have any questions please contact me at extension 7110 or the e-mail address below.

Sincerely,



Graham Milne
Regional Clerk
graham.milne@halton.ca

**Township of Southgate
Administration Office**

185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

April 23, 2018

Ernie Hardeman, M.P.P.
12 Perry Street
Woodstock, ON N4S 3C2

Dear Mr. Hardeman,

Please be advised that the Council of the Township of Southgate, at its regular meeting held on April 18, 2018, endorsed the following resolution:

Moved by Councillor Dobreen, Seconded by Councillor Pallister;

Be it resolved that Council receive consent item (O) from M.P.P. Ernie Hardeman for information; and

That Council support the resolution to grant Municipalities the "Right to Approve" Landfill developments; and

That Council direct staff to take the appropriate administrative action as outlined in the resolution. **Carried.** No. 2018-313

If you have any questions, please feel free to call me at 519-923-2110 ext. 222 or email jbrick@southgate.ca.

Sincerely,

Josh Brick

Deputy Clerk, Township of Southgate

c.c. M.P.P. Ernie Hardeman
Ontario Municipalities

Encl.

Township of Southgate Support Resolution for Municipalities "Right to Approve" Landfill Developments

**Township of Southgate
Administration Office**
185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

Township of Southgate – Support Resolution

**MUNICIPALITIES CALL ON PROVINCE FOR "RIGHT TO APPROVE"
LANDFILL DEVELOPMENTS**

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15%;

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

THEREFORE BE IT RESOLVED THAT the Township of Southgate supports *Bill 16, Respecting Municipal Authority Over Landfilling Sites Act* introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities,

AND FURTHER THAT the Township of Southgate send copies of this resolution to MPP Ernie Hardeman and all municipalities.

April 13, 2018

CL 5-2018, April 12, 2018

CSC 5-2018, April 4, 2018

Report CSD 18-2018

LOCAL AREA MUNICIPAL COUNCILS

SENT ELECTRONICALLY

2018 Property Tax Policy, Ratios and Rates

CSD 18-2018

Regional Council, at its meeting of April 12, 2018, approved the following recommendation of its Corporate Services Committee:

That Report CSD 18-2018, dated April 4, 2018, respecting 2018 Property Tax Policy, Ratios and Rates **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That to establish tax ratios and tax reductions for the 2018 taxation year, Council **APPROVE** Option A:

Option B – reducing both the multi-residential and commercial ratios to 1.97 and 1.7349, respectively.

Property Classification	Tax Ratio	Sub-Class Reduction
Residential	1.000000	
New Multi-Residential	1.000000	
Multi-Residential	1.970000	
Commercial	1.734900	
Commercial – Excess Land	1.734900	30%
Commercial – Vacant Land	1.734900	30%
Industrial	2.630000	
Industrial – Excess Land	2.630000	30%
Industrial – Vacant Land	2.630000	30%
Pipeline	1.702100	
Farmland	0.250000	
Managed Forest	0.250000	
Farmland Awaiting Development 1	1.000000	25%
Farmland Awaiting Development 2	Class Ratio	
Landfill Sites	2.940261	

2. That the 2018 tax capping program reflecting the following criteria **BE APPROVED**:
 - a. An annual cap **BE SET** at the greater of:
 - i. An amount representing an increase of 10% of the previous year's annualized tax, or
 - ii. An amount representing an increase of 10% of the previous year's Current Value Assessment (CVA) tax.
 - b. That, following the application of the capping program, all increasing properties within \$500 threshold and decreasing properties within \$50 threshold of the CVA taxes **BE MOVED** directly to CVA taxation.
 - c. Properties at CVA tax in 2017 **BE EXCLUDED** from the capping program.
 - d. Properties that would cross over CVA tax in 2018 **BE EXCLUDED** from the capping program.
3. That the phase-out of the capping program over four years for Industrial property class with 2018 being year three of the four years, **BE ADOPTED**.
4. THAT the phase-out of capping program over four years for the Commercial property class with 2018 being year two of the four year, **BE ADOPTED**.
5. That the option to limit capping protection only to reassessment-related changes prior to 2018 **BE ADOPTED**.
6. That the 2017 capping program **BE FUNDED** by claw back from within respective classes pursuant to section 330 of the *Municipal Act*.
7. That the Region **BE DIRECTED** to act as a banker, under section 330(6) of the Municipal Act for the 2018 municipal tax adjustments.
8. That the necessary by-laws **BE PREPARED** and **PRESENTED** to Council for consideration.
9. That this report **BE APPROVED** and **CIRCULATED** to the Councils of the local area municipalities for information.

A copy of Report CSD 18-2018 and the associated by-laws (2018-37; 2018-38 and 2018-39) may be found on the Region's website, as part of the Council Agenda package on April 12, at the following link:

<https://www.niagararegion.ca/government/council/minutes/>

Yours truly,



Ann-Marie Norio
Acting Regional Clerk
:mjt

CLK-C 2018-58

cc: H. Chamberlain, Acting Commissioner, Enterprise Resource Management Services (ERMS)
M. Montague, Executive Assistant to the Commissioner, ERMS



**Ronald McDonald
House Charities®**
Toronto

240 McCaul Street, Toronto ON M5T 1W5
416-977-0458 tel
416-977-8807 fax
rmhctoronto.ca

Charitable Registration
No. 11885 2631 RR0001

Toronto Children's Care Inc.

April 23, 2018

Mr. Darren Ottaway
Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON L0S 1E0

Dear Mr. Ottaway,

Thank you so much for your donation to Ronald McDonald House Charities (RMHC) Toronto. Your generosity helps give families with seriously ill children a place to call home. It eases their stress, reduces their financial burden and enables them to be more involved in their child's care.

The families you are helping are like the Doughertys. From Swift Current, Sask., they are staying at RMHC Toronto while their infant son, Beckett, undergoes months of intense chemotherapy to fight leukemia.

"Without RMHC Toronto, we wouldn't be able to do what we have to do. The House has literally helped us save our son's life," says Beckett's mom, Kelley.

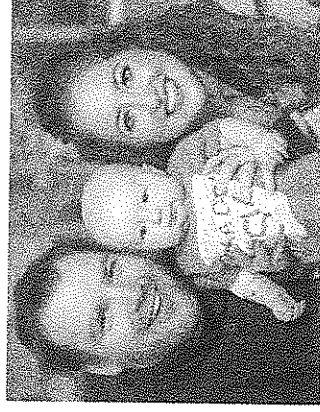
The Doughertys are stronger because they are together at RMHC Toronto. And RMHC Toronto is stronger because of the support of donors like you.

RMHC Toronto supported 5,139 families in our House and our seven in-hospital Family Rooms last year. Thanks to you, we will be able to support even more this year.

Thank you for helping us keep families together when they need each other the most.

Sincerely,


Layla Velasquez
Director, Development & Communications



**Ronald McDonald
House Charities®**
Toronto

We gratefully acknowledge your generous contribution.
Received from

Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON L0S 1E0

RECEIPT NO: 66660
DATE RECEIPT ISSUED: 4/23/2018
DATE OF GIFT: 4/13/2018
AMOUNT: \$1,329.00
ID: 85433

Place of issue: Toronto


rmhctoronto.ca
240 McCaul Street
Toronto ON M5T 1W5

416-977-0458 tel
416-977-8807 fax
Charitable Registration
No. 11885 2631 RR0001

Toronto Children's Care Inc.
www.cra-arc.gc.ca/charitiesandgiving



Official Tax Receipt


Jayson Horner, Chair

Pelham Active Transportation Committee

Minutes

Tuesday, March 20, 2018, 6:00 p.m.

Location: Town Hall

1. Attendance: Bea Clark (Chair), Joe Marchant (Vice Chair), Lisa Gallant (recorder), Bob Fish, Councillor Catherine King, Councillor Brian Baty. Staff: Matt Sferrazza. Regrets: John Swart, Dave Swan, Bill Gibson, Ella Robert (MYAC)

2. Call to Order and Declaration of Quorum

Declaring that a quorum was present, Chair Clark called the meeting to order.

3. Adoption of Agenda

Moved by: J. Marchant

Seconded by: Councillor King

THAT the agenda for the March 20, 2018 meeting be adopted.

Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

None.

5. Minutes Approval – March 8, 2018

Moved by: B. Fish

Seconded by: Councillor King

THAT the Minutes of the PATC meeting of March 8, 2018 be approved.

Carried

6. Business Arising from Minutes – March 8, 2018

6.1 Bike Friendly map update

The Safe Cycling Education Fund application was approved. Funds will cover printing of the maps. Copies of updates were circulated. Brian will consult a few cycling experts for final validation of the routes and markings. The cycling safety messages must be added. Aiming for completion of content by this Friday, followed by design and printing by the end of March.

6.2 Bruce Trail Club follow-up

Bob received positive comments from contacts at the Bruce Trail Club and they expressed an interest in meeting with PATC about this potential trail. They would also like to make a presentation about the Bruce Trail Club at a future PATC meeting.

Action: Matt will determine meeting room availability. Bea will poll the group and establish the meeting date. Matt, Joe, Brian and Bea will meet with members from Bruce Trail Club.

6.3 Bicycle Friendly Community – review of Section 2

Discussed items 2.1, 2.2 and 2.3 of Section 2: Education.

6.4 Update re Crosswalk downtown Fonthill

Report still in draft stage. PATC members will receive the final report and will be invited to comment.

6.5 Walk and Bike Friendly signage update

Matt advised that this is in process.

6.6 Proposed 10km trail route

Joe to send digital file to Matt. Bea to discuss finalization, formatting, printing and posting on Town website with TOP staff.

6.7 Use of bollards on new pathways

Concerns were discussed and TOP staff and PATC members will look at other options.

6.8 Use of cycling counter

The proposed counter is an automated system.

6.9 Follow-up re MYAC recommendations and request

The letter/request from MYAC was sent to members. Matt will confirm that this issue will be included as part of the Town's traffic safety report. Thanks were expressed to MYAC for bringing this issue forward

6.10 Grant applications

The Town has received funds from OMCC to support Safe Cycling Education. Funds will be used to purchase cycling safety equipment, maps and promotional material.

2018 MTO Road Safety Challenge grant has been submitted.

6.11 Rice Road Reconstruction

Joe received comments from members and prepared a PATC submission in response to the PIC.

Moved by: B. Fish

Seconded by: J. Marchant

THAT as Vice-chair, Pelham Active Transportation Committee, J. Marchant send comments on behalf of PATC to the PIC consultant with copies to the Town of Pelham's Director of Public Works, Director of Planning and Niagara Region Public Works staff.

Carried

6.12 Rice Road Multi-use path issues

Matt will invite a TOP planner to the next meeting to discuss timing of the trail development along with treatments at intersections for pedestrians and cyclists crossing the roadway and plans for new developments related to active transportation.

6.13Berkhout Trail

Concrete work, benches and gateway message boards to be tendered with aim of completing this spring and official opening of trail in June as part of rec month.

7.Committee Events and Reports

7.1 Summerfest Committee

No news to report.

7.2 Senior's Advisory Committee

No news to report.

7.3 School Travel Planning

No news to report

8. New Business

8.1 Schedule of PATC events

Deferred

9 Adjournment

Moved by: J. Marchant

Seconded by: Councillor Baty

THAT the meeting of PATC Committee be adjourned until the next meeting.

Carried

The meeting was adjourned at 7:50 p.m.

Meeting schedule:

- April 17, 2018
- May 15, 2018
- June 19, 2018

MAYOR'S YOUTH ADVISORY COUNCIL MINUTES

MEETING DATE: Tuesday, December 19th, 2017
4:00 p.m.
Town of Pelham Council Chambers

Attendance: Emily Bonisteel, Prime Minister
Sofia Labricciosa, Deputy Prime Minister
Ava Colangelo, Secretary
Ben Bonisteel, Promotion Officer
Tessa Piccolo, Communications Officer
Anderson Cecchini
Sarah Schaefer
Natalie Anderson
Kaitlyn Palmateer
Parker Triano
Matthew Iannizzi
Ella Robert
Mackenna Belding

Absent: Ethan Young

1. Declaration of Quorum and Call to Order

The Prime Minister, Emily Bonisteel, declared quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Sarah Schaefer
Seconded by: Anderson Cecchini

THAT the Agenda for the December 19th, 2017 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED



Mayor's Youth Advisory Council

MINUTES – DECEMBER 19, 2017

3. Approval of Minutes

Moved by: Sofia Labricciosa

Seconded by: Natalie Anderson

THAT the Minutes of the November 28th, 2017 Pelham Mayor's Youth Advisory Council be approved as amended.

CARRIED

4. MYAC Sub-Committee Reports

a. Outdoor Exercise Trails Committee

Nothing to report.

b. Youth Forum Committee

- Youth Forum Date was finalized – it will take place on March 1st, 2018 – 9:30am – 1:30pm at Old Pelham Town Hall
- Emily to prepare letter to schools to inform them about the youth forum - both Emily & Mayor Dave to sign the letter – invite 2 youth from each grade at each school (Notre Dame, EL Crossley and 5 elementary schools)

c. Town-wide Play for Free Day

- Event will be held at the End of May/Beginning of June
- The committee must further discuss how the event will be run (run by teens for younger students)

5. Long- Term MYAC committee reports

Art Sub-committee

Nothing new to report.

EL Crossley Art Committee beginning in January. Mayor Dave suggested that MYAC Art Sub-Committee interact with the EL Crossley Art Committee through their organizing teacher Sherry Wilkinson.

Community Garden

Nothing to report.

Meeting to take place in January.

6. School Liaison Reports

EL Crossley Secondary: Ben Bonisteel

- Wrapped up Christmas cheer
- Donated food and gifts to the Salvation Army
- Last week of school before Christmas break is spirit week

St. Alexander Elementary: Sarah Schaefer and Anderson Cecchini

Nothing to report.

Notre Dame Secondary: Matthew Iannizzi

- Jack Grunsky visited the school and all the feeder schools came to Notre Dame. The event was run by the junior council and select members of student council.
- Christmas food drive run by social committee is taking place the last week of school before the break.
- Christmas spirit week will also be taking place the last week of school.

St. Ann Elementary: Ella Robert

- St. Ann info board has gone up and the school is open to having ads for MYAC events posted on the board.

AK Wigg Elementary: Natalie Anderson and Mackenna Belding

- Walk to school day starting soon
- Food drive in process
- Books and Pj's fundraiser will be taking place

7. Town Committee Reports

a. Pelham Seniors Advisory Committee- Tessa Piccolo

- Last meeting of the term was held to discuss goals and accomplishments and update their plan. Transit, affordable housing and outreach were identified as accomplishments were also interestingly identified as requiring improvement.

b. Pelham Active Transportation Committee

MINUTES – DECEMBER 19, 2017

- New contact information was provided to PATC for newly appointed MYAC primary and secondary members. Next meeting expected to take place in January.
 - c. Summerfest Committee- Sofia Labriscciosa
 - No meeting was held
 - Sofia will email Summerfest Committee with request for Youth Forum questions
 - d. Pelham Art Committee– no contact made with newly appointed MYAC members.
 - No meeting was held. First meeting expected to take place in January.
8. Mayor's Report
Mayor Dave provided MYAC with the following update on Town matters
- There was a public meeting held on the 29th of November with the auditors (KPMG) to address questions regarding the town finances – the Report was received at Council last night
 - The Accipiter Arena was poured last Thursday: 6" thick pad, Styrofoam, rebar, pipes, etc. installed. Laser level used, they buff it and cover it in water to see where the water drains and where levelling is required – it is an interesting process.
 - Tours through the new community center continue
 - Council began budget review but ran out of time at their last meeting
 - A new councillor (James Lane) was sworn in – he replaces Marv Junkin
9. Other Business
- There will be a Mandatory Safety session January 17th for the adopt a road renewal – MYAC representatives must attend
 - We must have 3 clean ups per year for 3 years to fulfill the adopt a road requirements
- Moved by: Tessa Piccolo
Seconded by: Kaitlyn Palmateer
- That MYAC participate in the Adopt-A-Road Program at Peace Park and Pelham Town Square Street; and enter an agreement with the Town of Pelham to carry out their responsibilities.
- CARRIED

MINUTES – DECEMBER 19, 2017

10. Next Meeting

MYAC Regular Meeting scheduled for Tuesday, January 23rd, 2018 at 4:00 p.m.
in the council chambers

11. Adjournment

Moved by: Ella Robert

Seconded by: Matthew Iannizzi

THAT the meeting of the Pelham Mayor's Youth Advisory Council December
19th, 2017 is now adjourned.

CARRIED

MAYOR'S YOUTH ADVISORY COUNCIL MINUTES

MEETING DATE: Tuesday, January 23rd, 2018
4:00 p.m.
Town of Pelham Council Chambers

Attendance: Emily Bonisteel, Prime Minister
Sofia Labricciosa, Deputy Prime Minister
Ava Colangelo, Secretary
Ben Bonisteel, Promotion Officer
Tessa Piccolo, Communications Officer
Anderson Cecchini
Sarah Schaefer
Natalie Anderson
Kaitlyn Palmateer
Parker Triano
Ethan Young
Ella Robert
Mackenna Belding

Absent: Matthew Iannizzi

1. Declaration of Quorum and Call to Order

The Prime Minister, Emily Bonisteel, declared quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Ben Bonisteel
Seconded by: Parker Triano

THAT the Agenda for the January 23rd, 2018 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED



Mayor's Youth Advisory Council

MINUTES – JANUARY 23 2018

3. Approval of Minutes

Moved by: Ava Colangelo

Seconded by: Ella Robert

THAT the Minutes of the December 19th, 2017 Pelham Mayor's Youth Advisory Council be approved at the following meeting on February 27th, 2018.

CARRIED

4. MYAC Sub-Committee Reports

a. Outdoor Exercise Trails Committee

Nothing to report.

b. Youth Forum Committee

Nothing to report

c. Town-wide Play for Free Day

Nothing to report

5. Long- Term MYAC committee reports

Art Sub-committee

Nothing to report

Community Garden

Nothing to report.

6. School Liaison Reports

EL Crossley Secondary: Ben Bonisteel

Nothing to report

St. Alexander Elementary: Sarah Schaefer and Anderson Cecchini

Principal from St. Alexander would like to make the intersection in front of the Pelham arches a right turn only due to safety hazards for students while walking

MINUTES – JANUARY 23 2018

to and from school. This is to be a discussion point with the Pelham Town Council.

Moved by: Kaitlyn Palmateer

Seconded by: Mackenna Belding

THAT the recommendation of making the intersection in front of the Pelham arches be a right turn only, be forwarded to the active transportation committee.

CARRIED

Notre Dame Secondary: Matthew Iannizzi

Nothing to report

St. Ann Elementary: Ella Robert

Nothing to report

AK Wigg Elementary: Natalie Anderson and Mackenna Belding

Nothing to report

7. Town Committee Reports

a. Pelham Seniors Advisory Committee- Tessa Piccolo

Nothing to report.

b. Pelham Active Transportation Committee

Nothing to report.

c. Summerfest Committee- Sofia Labriscciosa

Nothing to report.

d. Pelham Art Committee– no contact made with newly appointed MYAC members.

Nothing to report.

8. Pelham Youth Forum

MINUTES – JANUARY 23 2018

- The forum will be held from 9:30am - 1:30pm, March 1st at the old Pelham Town Hall. MYAC members must be present at the event for 8:00am.
- Schools must select 3 students from each school
- The food at the event will be Pizza and dessert trays from Natures Corner
- Must print off questions in a booklet with space for the participants to write their answers
- Students will be at tables with 1 person from their school and students from other schools. They will receive name tags when they arrive with 2 numbers on them. The numbers represent which tables they are to sit at. (for example, if there is a 1 and a 3 on their name tag, in the morning they are to sit at table 1 and in the afternoon, they are to sit at table 3)
- Elementary students and high school students will be separated
- Kaitlyn is to send the Youth Forum questions to Emily, Emily is to send them to council
- Sofia to be the photographer of the event
- Mayor Dave will be providing Sophia with an SD card for the event
- Kaitlyn is typing the ideas that will be presented to the group at the event
- The MYAC will be providing a “thanks for coming” gift
- There will be a power point with ice breakers and background pictures
- Ella and Ava oversee the icebreakers (minute to win it, M&M ice breaker, etc.)
- Mayor Dave and Martha are to attend the event as representatives from the town

9. Mayor’s Report

Mayor Dave provided MYAC with the following update on Town matters

- There was a trail system/Rotaract meeting held.
- Rotaract is looking to invest in equipment/exercise materials/health and wellness trails for the trail system.
- There will be a meeting held on January 27th, 2018 regarding the east Fenwick development from 10-2 at the Pelham fire station #2.

10. Other Business

Nothing to report.

11. Next Meeting

MYAC Regular Meeting scheduled for Tuesday, February 27th, 2018 at 4:00 p.m. in the council chambers

12. Adjournment

Moved by: Ella Robert

Seconded by: Ethan Young

MINUTES – JANUARY 23 2018

THAT the meeting of the Pelham Mayor's Youth Advisory Council January 23rd, 2018 is now adjourned.

CARRIED

MAYOR'S YOUTH ADVISORY COUNCIL MINUTES

MEETING DATE: Tuesday, February 27th, 2018
4:00 p.m.
Town of Pelham Council Chambers

Attendance: Emily Bonisteel, Prime Minister
Sofia Labricciosa, Deputy Prime Minister
Ben Bonisteel, Promotion officer
Anderson Cecchini
Sarah Schaefer
Natalie Anderson
Ethan Young
Parker Triano
Matthew Iannizzi
Ella Robert
Kaitlyn Palmateer

Absent: Mackenna Belding, Ava Colangelo, Tessa Piccolo

1. Declaration of Quorum and Call to Order

The Prime Minister, Emily Bonisteel, declared quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Kaitlyn Palmateer
Seconded by: Sarah Schaefer

THAT the Agenda for the February 27th, 2018 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED

3. Approval of Minutes

Moved by: Ella Robert



Mayor's Youth Advisory Council

MINUTES – FEBRUARY 27, 2018

Seconded by: Matthew Iannizzi

THAT the Minutes of the December 19th and January 23rd, 2018 Pelham Mayor's Youth Advisory Council be approved at the next meeting date of March, 27th, 2018.

CARRIED

4. Introduction to Sarah JAAC presentation

- short explanation/introduction
- spoke of different disabilities
- we should keep this committee in mind for our community garden; make it accessible for all
- Mayor Dave spoke on how we must make our trails more accessible

Moved by: Ben Bonisteel

Seconded by: Ella Robert

THAT the Pelham Mayor's Youth Advisory Council received the presentation from Sarah as a representative from JAAC

CARRIED

5. Youth Forum Final planning

- Ben and Tessa can not attend
- Decided on one vegetarian and one gluten free pizza, along with regular pizza and wings for lunch
- Went over small details (ex. Seating plan, lineup of events, our responsibilities, etc.)
- All MYAC members are to be at the old town hall for 8:00am. MYAC is expecting to stay at town hall until 2:00pm.
- Rides have been arranged for students
- Ben will be making a playlist for the day

6. School Liaison Reports

EL Crossley Secondary: Ben Bonisteel

- Pink shirt day competition

Notre Dame Secondary: Matthew Iannizzi

- Pink shirt day, Wednesday, 28th, along with a fundraiser

MINUTES – FEBRUARY 27, 2018

7. Town Committee Reports

a. Pelham Seniors Advisory Committee- Tessa Piccolo

- MYAC representative was absent

b. Pelham Active Transportation Committee

- Mayor Dave spoke on the goals of MYAC (ex. Active exercise machines, active lifestyle vision, benches, etc.)
- The rotary club and wellspring, along with school clubs were wondering if ATC wanted to get involved with this idea

c. Summerfest Committee- Sofia Labriscciosa

- At the last meeting they added their input to the youth forum questions
- Meeting was cancelled and rescheduled for next week

d. Pelham Art Committee– no contact made with newly appointed MYAC members.

- No meeting was held

8. Mayor's Report

Mayor Dave provided MYAC with the following update on Town matters

- Mayor Dave spoke on the new community centre
- Mayor Dave is hoping to bring MYAC members on a tour of the community centre

9. Other Business

- Nothing to report

10. Next Meeting

MYAC Regular Meeting scheduled for Tuesday, March 27th, 2018 at 4:00 p.m. in the council chambers

11. Adjournment

Moved by: Ethan Young

Seconded by: Parker Triano

MINUTES – FEBRUARY 27, 2018

THAT the meeting of the Pelham Mayor's Youth Advisory Council February 27th, 2018 is now adjourned.

CARRIED

MAYOR'S YOUTH ADVISORY COUNCIL MINUTES

MEETING DATE: Tuesday, March 27th, 2018
4:00 p.m.
Town of Pelham Council Chambers

Attendance: Emily Bonisteel, Prime Minister
Sofia Labricciosa, Deputy Prime Minister
Ava Colangelo, Secretary
Ben Bonisteel, Promotion officer
Anderson Cecchini
Sarah Schaefer
Natalie Anderson
Mackenna Belding
Parker Triano
Matthew Iannizzi
Ella Robert
Kaitlyn Palmateer

Absent: Ethan Young, Tessa Piccolo

1. Declaration of Quorum and Call to Order

The Prime Minister, Emily Bonisteel, declared quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Kaitlyn Palmateer
Seconded by: Matthew Iannizzi

THAT the Agenda for the March 27th, 2018 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED

3. Approval of Minutes



Mayor's Youth Advisory Council

MINUTES – MARCH 27 2018

Moved by: Mackenna Belding
Seconded by: Anderson Cecchini

THAT the Minutes of the December to February 2018 Pelham Mayor's Youth Advisory Council be approved at the next meeting date of April 24th.

CARRIED

4. Youth Forum Results

- Youth forum slideshow and presentation will be presented to council in May and will be reviewed by MYAC at the next meeting.
- No one from forum knew about teen zone, suggested a glow in the dark theme
- Matthew recommended a band called "primary drive" for Summerfest.
- Teen bouncy castle was discussed
- New teen zone will be a lounge area behind town hall

- Suggested Canada day lawn activities

- Suggested indoor movie night at the end of august where the MYAC will run a concession stand to fundraise for a charity

5. School Liaison Reports

EL Crossley Secondary: Ben Bonisteel

- Easter spirit week is coming up
- Cyclone Day is also coming up

Notre Dame Secondary: Matthew Iannizzi

- Tim Hortons roll up the rim tabs were collected for charity.
- The annual school production is coming up. This year the play is "Little Shop of Horrors."

St. Ann

- The grade 8's will be walking to Ridgeville from Fenwick to raise money for the supply of water through the Me to We foundation by carrying water during their walk.

St. Alex

- Flags will be flown for the awareness of autism day.

A.K, Wigg

MINUTES – MARCH 27 2018

- winter classic was executed
- the goal for fundraising was surpassed
- wearing blue clothing and collecting donations for autism awareness

6. MYAC sub-committee reports

- a. Outdoor exercise trails
 - Meeting was canceled
- b. Youth Forum
 - Youth Forum was executed. See “Youth Forum Results” for more information.
- c. Town wide play for free day
 - No meeting was held
- d. Art Committee
 - No meeting was held
- e. Community Garden
 - No meeting was held

7. Town Committee Reports

- a. Pelham Seniors Advisory Committee- Tessa Piccolo
 - Meeting to be held on Wednesday
 - b. Pelham Active Transportation Committee
 - The recommendation for no right turn in front of the arches is being brought to the town and being made an agenda item.
 - Member from the PATC are interested in sitting on the outdoor exercise trails committee and are to follow up with Ella for meeting dates.
 - c. Summerfest Committee- Sofia Labriscciosa
 - Ontario health will be hosting a teen lounge behind town hall during Summerfest to inform teens on cannabis use.
 - d. Pelham Art Committee– Ava Colangelo
 - No MYAC representative was able to make the meeting.
8. Mayor’s Report
- Mayor Dave was ill and could not attend the meeting.

MINUTES – MARCH 27 2018

9. Other Business

- Volunteers for the Easter egg hunt are to email Alison to confirm their spots/roles
- MYAC will be cleaning up MYAC's adopted road at the next meeting. Attendees are to wear bright clothes while picking up litter.

10. Next Meeting

MYAC Regular Meeting scheduled for Tuesday, April 24th, 2018 at 4:00 p.m. in the council chambers

11. Adjournment

Moved by: Ben Bonisteel
Seconded by: Sarah Scheafer

THAT the meeting of the Pelham Mayor's Youth Advisory Council March 27th, 2018 is now adjourned.

CARRIED

SUMMERFEST COMMITTEE MINUTES

MEETING DATE: Wednesday, April 4, 2018 – 5:30 PM
Town of Pelham, Council Chambers, Fonthill

Present:

John Wink (Committee Chair)
Councillor Gary Accursi
Bill Gibson (PATC)
Candy Ashbee (PBA)
Sofia Labricciosa (MYAC)
Sally Jaeger (Special Events & Festivals Programmer)
Alison Brown (RCW Administrative Assistant)
Tyson Cowell (Niagara College Co-op Student)
Jodi Hendriks (Culture & Community Enhancement Programmer)

Absent with Regrets:

Vickie vanRavenswaay (Director of Recreation, Culture & Wellness)
Matthew Leask (Welland/Pelham Chamber of Commerce)
Bill Sheldon (Resident)

1 DECLARATION OF QUORUM AND CALL TO ORDER

The Chair, John Wink, declared quorum and welcomed everyone.

2 ADOPTION OF AGENDA

Moved by: Sofia Labricciosa
Seconded by: Bill Gibson

THAT the agenda for the April 4, 2018 Summerfest Committee Meeting be approved as amended.

CARRIED

3 DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interests from any of the members of the committee

4 APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by: Bill Gibson
Seconded by: Candy Ashbee



**Recreation, Culture
& Wellness**

SUMMERFEST COMMITTEE MINUTES

MEETING DATE: Wednesday, April 4, 2018 – 5:30 PM
Town of Pelham, Council Chambers, Fonthill

THAT the Minutes of the March 20, 2018 Summerfest Committee meeting be approved, as presented.

CARRIED

5 VENDOR RECOMMENDATIONS

5.1 There has been close to 100 applications come through by the March 31st deadline. There has been a focus on selecting vendors from Niagara Region.

Moved by: Bill Gibson

Seconded by: Sofia Labricciosa

THAT the Summerfest Committee will accept the proposed 3rd round of vendors.

CARRIED

6 ENTERTAINMENT UPDATE

6.1 Gary met with Niagara AV Systems and received a revised package quote which includes 2 active cameras with operators for 4 hours/night, 1 static camera, LED screen (12 x 8) and programming included on LED screen for \$3469.00. The LED screen would replace the sponsor banner.

Moved by: Bill Gibson

Seconded by: Candy Ashbee

THAT the Summerfest Committee will redirect sponsor banner funds and book Niagara AV Systems LED screen and cameras for an all inclusive price of \$3469.00.

CARRIED

6.2 All entertainment is booked. Gary will build 2 small stages for buskers.



**Recreation, Culture
& Wellness**

SUMMERFEST COMMITTEE MINUTES

MEETING DATE: Wednesday, April 4, 2018 – 5:30 PM
Town of Pelham, Council Chambers, Fonthill

7 SPONSORSHIP OUTREACH UPDATE

- 7.1 Peter Pipers is confirmed to sponsor beer kozies. The committee is still waiting to hear from some larger sponsors.
- 7.2 Group 92 has committed to be a gold sponsor and have requested a shared vendor space which is approved by Committee.
- 7.3 Enviro-Niagara enquiry – Gary to follow up on sponsorship opportunities.

8 BEER & WINE PROVIDER UPDATES

- 8.1 RFQs have been sent out to beer and wine providers, deadline is Friday, April 6.
- 8.2 John Wink met with Labatt and discussed cutting the beer order down to 500 cases. A decision was made to not sell Labatt Prohibition beer. Labatt is proposing Brick Works Cider, Radler and Lemonade as well as beer products.
- 8.3 In light of current closures of licensed establishments within the festival area, consideration may need to be given to extending beer & wine serving areas.

9 BREAKFAST UPDATE - Deferred

10 MEDIA, PROMOTION & WEBSITE

- 10.1 Website is being updated regularly. Marc has contacted media outlets to go ahead with approved proposals. Will try to have rack cards ready for Home Show later this month

11 SERVICE CLUB HONORARIUMS

- 11.1 Discussion took place around honorariums for service clubs based on what has been done in previous years. Final decisions to be made at next meeting.

12 CAR SHOW UPDATE

- 12.1 Work has been started on the trophies. Sally to follow up with car dealerships/sponsors offering the option to showcase the trophies onsite prior to the event.
- 12.2 Marc will be doing the flyer and signage for car show.



**Recreation, Culture
& Wellness**

SUMMERFEST COMMITTEE MINUTES

MEETING DATE: Wednesday, April 4, 2018 – 5:30 PM
Town of Pelham, Council Chambers, Fonthill

13 LEGACY PROJECT UPDATE

- 13.1 Bill Gibson to organize presentation to Council.

14 OTHER BUSINESS:

- 14.1 Discussion took place around last years fencing details. Sally will meet with fencing company to discuss improvements for this year. Bob and Ryan to be involved. Sally to follow up and get a price on full set up.
- 14.2 Discussion took place regarding Halco's feedback with respect to portable washrooms. Decision was made to increase rentals by 50%, including 1 accessible washroom at each of the main locations.
- 14.3 MYAC Update – Discussion around having youth inflatables from 7-9 pm on Friday and/or Saturday night. Youth have expressed interest in having somewhere to hang out with food and Wi-Fi available. Sally will look at availability and pricing for inflatables and look into Arcade on Wheels on Saturday night. Sally will follow up with Brock University to see if they would be interested in assisting.

15 NEXT MEETING

- 15.1 Tuesday, April 24, 2018 – 5:30 pm (reschedule from April 17)

16 ADJOURNMENT

The meeting of the Summerfest Committee, April 4, 2018 was adjourned at 7:30 p.m.



**Recreation, Culture
& Wellness**



TOWN OF PELHAM PUBLIC LIBRARY

LIBRARY BOARD MEETING MINUTES

OUR MISSION: The mission of the Town of Pelham Public Library is to engage, encourage and enrich our community.

MINUTES OF MARCH 28, 2018

Location: Pelham Public Library, Festival Room, Fonthill Branch

Present: Tim Wright (Chair), Lissa Murray (Vice-Chair), Councillor Gary Accursi, Beth Best (joined at 5:13), Joe Bouchard, Donald Brown, Anne Marie Cargnelli (joined at 5:16), Greg Lewis, Gwendoline MacDougall

Staff: Kirk Weaver (CEO), Amy Guilmette (Deputy CEO, minutes)

Regrets:

1. Call to Order

- T. Wright called the meeting to order at 5:04 p.m.

2. Approval of the Agenda

- Moved by J. Bouchard seconded by G. MacDougall

That the agenda for the meeting of March 28, 2018 be approved and the reports and correspondence listed on the agenda be received for discussion/action. CARRIED.

3. Conflict of Interest Declarations

- None

4. Approval of the Minutes

4.1 Minutes of the Library Board Meeting of February 28, 2018.

- J. Bouchard suggested that the minutes for section 8.1 should reflect that the motion to approve the amended by-laws was carried unanimously.
- Moved by J. Bouchard, seconded by L. Murray

That the minutes of the Library Board meeting of February 28, 2018 be approved as amended. CARRIED.

5. Library Reports

5.1 Library Management Report

- K. Weaver reported that there was a lot of positive feedback on the Library's March Break programming and the programs were full or close to full, with good attendance at both locations.
- The Heart of Niagara Fall author series is in the planning process. This is a partnership with Fort Erie Public Library where the authors brought in for presentations are paid through a grant from the Canada Council for the Arts.



TOWN OF PELHAM PUBLIC LIBRARY LIBRARY BOARD MEETING MINUTES

- Hoopla has successfully launched and the report on usage shows that the service has been popular in the first month. This service is billed as pay per use and the cost varies per item.
- The library employee that has been off on a six month leave is returning to work with limited work hours that will eventually increase back to the original amount. K. Weaver informed the Board that he will be asking the current contract worker covering the leave to stay on in a "relief" position when the contract ends.
- K. Weaver reported that Maple Acre was in need of an increase in Internet connectivity and a recent expansion of bandwidth through Cogeco has been completed that will hopefully fix this issue.
- Moved by G. Lewis, seconded by G. MacDougall

That the March 2018 Library Management Report be accepted. CARRIED.

5.2 Policy and Planning Committee Report of March 27, 2018 (reported by G. MacDougall)

- T. Wright reported that the committee met the previous evening and G. MacDougall was selected as the Chair for the current year.
 - G. MacDougall reported that the committee undertook reviewing the items that were pulled from the previous Library Board By-Laws and that there will be a few new policies to submit for approval after the next committee meeting.
 - Moved by G. MacDougall, seconded by D. Brown
- That the report of the Policy and Planning Committee be received. CARRIED.**

6. Finances

6.1 February 28, 2018, 2018 Consolidated Financial Report

6.2 January 2018 Charitable Account Summary

- K. Weaver reported the Town of Pelham is in the process of updating the D.C. By-Law and that a good portion of the library basement renovation should be covered with funds collected from development charges.
- A large portion of our Collection Budget is currently funded by development charges and that will need to change in order to be sustainable after the growth ends.
- Finance Committee should be given the final numbers for the reserve balance in time for their next meeting.
- Moved by J. Bouchard, seconded by D. Brown

That the February 28, 2018 Consolidated Financial Report and the February 2018 Charitable Account Summary be received. CARRIED.

7. Reports

7.1 Councillor's Report (reported by G. Accursi)

- Nothing to report.

7.2 Maple Acre Friends' (reported by B. Best)

- Nothing to report.



TOWN OF PELHAM PUBLIC LIBRARY LIBRARY BOARD MEETING MINUTES

7.3 Town of Pelham Seniors Advisory Committee (reported by G. MacDougall)

- Attended a presentation by the developers of the seniors housing complex in Pelham and questions were put to the developers on how it can be ensured that current Pelham residents would be at the top of the list for acceptance in the housing. Developers couldn't answer this for sure and said the question should be sent to the Region.

7.4 Pelham Art Festival Report (reported by G. Lewis)

- Planning for this year's festival is proceeding ahead and the committee is very busy.
- As Media Day is no longer well attended by the media anymore, the committee is exploring the possibility of running a Virtual Media Day.
- The committee is requesting that the Library Board bring in donations of cheese, crackers, and fruit to the Library on Thursday, May 10, 2018.

- Moved by L. Murray, seconded by B. Best

That the Councillor's verbal report, the Maple Acre Friends' verbal report, the Pelham Seniors Advisory Committee's verbal report and the Pelham Art Festival's verbal report be received. CARRIED.

8. New and Other Business

8.1 Naxolone Kits and Libraries

- K. Weaver attended a session on opioid overdoses at the latest Niagara CEO meeting and wanted to bring this issue to the attention of the Library Board. At this time, library administration is not requesting to have the Naxolone Kits in the Pelham Library. There is no policy on this topic for the Town of Pelham and the library would like to follow the Town or Regional Strategy (when developed) on dealing with the opioid epidemic.
- Board members suggested that library connect with the local health integration network, that material be posted or available on local resources to deal with overdoses, and to check with the social worker working in the library for other information. The Board also agreed that Naxolone Kits should not be put in the library at this time.

8.2 Board Succession Planning

- A discussion ensued on how to come up with a required skill set for a library board, and a suggestion made that the Policy and Planning Committee develop a succession plan. Advertising a call out to a particular skill set was also suggested and ensuring diversity within board members was mentioned.



TOWN OF PELHAM PUBLIC LIBRARY LIBRARY BOARD MEETING MINUTES

9. Items for Information

9.1 New Board Orientation – Niagara Wide event

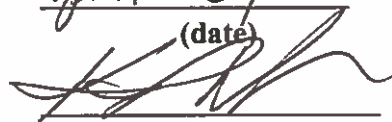
- K. Weaver requested that board members send him topics they feel would be important for new board members to learn. The discussion moved through several areas, however governing versus operating seemed to be a common theme. One board member suggested that it might be helpful early on to have scenarios developed to provide examples on governing versus operating.

10. Meeting Adjourned 6:20 p.m.

- Moved by J. Bouchard

That the Board Meeting be adjourned. CARRIED

The foregoing minutes were approved by the Town of Pelham Public Library Board on

Apr. 125/18
(date)


Kirk Weaver, Secretary



Tim Wright, Chair

PELHAM PUBLIC ART ADVISORY COMMITTEE

MINUTES 18-02

5:30 PM

**Wednesday, February 14, 2018, Council Chambers, Town of Pelham,
20 Pelham Town Square**

Present:

Els Swart
Jenny Dean
Dianne Gibson
Mary Powley
Jodi Hendriks

**Absent with
Regrets:**

Alison Cottingham
Ava Colangelo (MYAC)
Natalie Anderson (MYAC) – Secondary Rep
Christina Drummond
Vickie vanRavenswaay

Also Present:

FOR THE INFORMATION OF COMMITTEE:

(a) DECLARATION OF QUORUM AND CALL TO ORDER (Item 1)

The Chair, Dianne Gibson, declared quorum and welcomed everyone.

**(b) ADOPTION OF AGENDA (Item 2)
(ELS SWART/ MARY POWLEY)**

THAT the agenda for the February 14, 2018 Pelham Public Art Advisory Committee meeting be approved as presented:

CARRIED

(c) DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF (Item 3)

There were no disclosures of pecuniary interests from any of the members present.

**(d) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)
(MARY POWLEY/ ELS SWART)**

THAT the Minutes of the January 10, 2018 Pelham Public Art Advisory Committee meeting be approved, as presented.

CARRIED

(e) PRESENTATIONS (Item 5)

None

(f) DELEGATIONS (Item 6)

None

(g) BUSINESS ARISING FROM MINUTES (Item 7)

None

(h) CORRESPONDENCE TO THE COMMITTEE (Item 8)

None

(k) CORRESPONDENCE FROM THE COMMITTEE (Item 9)

There was no correspondence from the Committee.

(l) NEW BUSINESS (Item 10)**Public Art Policy Reviews (Item 10.1)**

Jodi presented policies from City of St. Catharines, Town of Port Hope and Town of Collingwood as examples

Peace Park Permanent Fencing (Item 10.2)

Jodi presented potential public art opportunity

Budget \$40000 approved in capital budget for fencing.

Committee agreed to bring in a facilitator to design a strategic plan to help guide PPAAC for next meeting

Creative Cities Network of Canada (Item 10.3)

CCNC is Collaboration of information of policies, procedures, calls for artists, etc. We are a member of it as a town. Members of PAC will become members of the CCNC and town will fund membership.

Goal is to develop tools and procedures to assist other public arts groups with their expertise in public art, networks, toolkits, artist calls, Network, cultural tourism, etc.

Members can sign up for newsletter without being a member.

(m) ADJOURNMENT (Item 12)

Next meeting March 7 5:30pm

(JENNY DEAN/ ELS SWART)

THAT the meeting of the Pelham Public Art Advisory Committee, February 14, 2018, be adjourned at 6:33pm

CARRIED

Chair: Dianne Gibson

RCW Staff: Jodi Hendriks

PELHAM PUBLIC ART ADVISORY COMMITTEE

MINUTES 18-03

5:30 PM

**Thursday, March 22, 2018, Council Chambers, Town of Pelham,
20 Pelham Town Square**

Present:	Els Swart (left at 6:30pm) Alison Cottingham Dianne Gibson Mary Powley Peter Papp Jodi Hendriks
Absent with Regrets:	Jenny Dean Ava Colangelo (MYAC) Natalie Anderson (MYAC) – Secondary Rep Christina Drummond Vickie vanRavenswaay
Also Present:	Bea Clark (Strategic Plan Facilitator)

FOR THE INFORMATION OF COMMITTEE:

(a) DECLARATION OF QUORUM AND CALL TO ORDER (Item 1)

The Chair, Dianne Gibson, declared quorum and welcomed everyone.

**(b) ADOPTION OF AGENDA (Item 2)
(ELS SWART/ ALISON COTTINGHAM)**

THAT the agenda for the February 14, 2018 Pelham Public Art Advisory Committee meeting be approved as presented:

CARRIED

(c) DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF (Item 3)

There were no disclosures of pecuniary interests from any of the members present.

**(d) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)
(MARY POWLEY/ ALISON COTTINGHAM)**

THAT the Minutes of the February 14, 2018 Pelham Public Art Advisory Committee meeting be approved, as presented.

CARRIED

(e) PRESENTATIONS (Item 5)

None

(f) DELEGATIONS (Item 6)

None

(g) BUSINESS ARISING FROM MINUTES (Item 7)

None

(h) CORRESPONDENCE TO THE COMMITTEE (Item 8)

None

(k) CORRESPONDENCE FROM THE COMMITTEE (Item 9)

There was no correspondence from the Committee.

(l) NEW BUSINESS (Item 10)

Bea Clark was invited to facilitate the Strategic Plan for the Public Art Advisory Committee. A draft plan will be presented to the committee at the next meeting.

Quorum was lost at 6:30pm, committee continued to draft the Strategic Plan in order to present to the whole committee next meeting.

Bea has agreed to attend the next meeting to review with all committee members.

(m) ADJOURNMENT (Item 12)

Next meeting Tuesday April 10 5:30pm

Chair: Dianne Gibson

RCW Staff



Meeting #: CofA-03/2018
Date: Tuesday, March 6, 2018
Time: 4:00 pm
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present Wayne Lockey
Donald Cook
James Federico

Members Absent Brian DiMartile
John Klassen

Staff Present Nancy Bozzato
Judy Sheppard

2. Call to Order, Declaration of Quorum and Introduction of Committee and Staff

Noting that a quorum was present, Chair Lockey called the meeting to order at approximately 4:00 pm. The Chair read the opening remarks to inform those present on the meeting protocols and he introduced the hearing panel and members of staff present.

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no pecuniary interests disclosed by any of the members present.

4. Requests for Withdrawal or Adjournment

There were no requests received for withdrawal or adjournment.

5. Applications for Minor Variance

5.1 File A4/2018P - 1957922 Ontario Ltd.

Purpose of Application

Application is made to seek relief from Section 7.4(f) "Minimum Side Yard" - seeking a reduction of 6.8 metres to the north whereas 9 metres is required; and Section 7.4(f) "Minimum Side Yard" - seeking a reduction of 6.8 metres to the south whereas 9 metres is required, to facilitate construction of single detached dwelling.

Representation

Franka Pinque, registered owner, appeared on behalf of this application.

Correspondence Received

1. Town of Pelham Planning Department
2. Town of Pelham Building Department
3. Town of Pelham Public Works Department
4. NPCA Comments
5. Bell Canada

Applicant's Comments

Ms. Pingue had no comment.

Public Comments

There were no comments received from the public.

Members Comments

There were no comments from any of the members present.

Moved By James Federico

Seconded By Donald Cook

Application for relief from Section 7.4(f) - "Minimum Side Yard" - seeking a reduction of 6.8 metres to the north whereas 9 metres is required, to facilitate construction of a single detached dwelling, is hereby: GRANTED.

Application for relief from Section 7.4(f) - "Minimum Side Yard" - seeking a reduction of 6.8 metres to the south whereas 9 metres is required, to facilitate construction of a single detached dwelling, is hereby: GRANTED.

The above decision is based on the following reasons:

- 1. The variance is minor in nature in that storm water runoff will still be managed on-site and adequate separation between dwelling units is maintained and no adverse impacts are anticipated.**
- 2. The general purpose and intent of the Zoning By-Law is maintained in that sufficient amounts of open space, amenity area remain on the property including spatial separation between neighbouring dwellings and adequate area for side yard swales.**
- 3. The intent of the Official Plan is maintained in that it will not detract from the primary role of the Good General Agricultural area**

to protect land suitable for agricultural production.

4. The proposal is desirable for the appropriate development and/or use of the land in that it offers some more degree of design flexibility but maintains an acceptable building setback.

5. This application is granted without prejudice to any other application in the Town of Pelham.

6. No objections were received from commenting agencies or abutting property owners.

7. The Committee of Adjustment considered the written and oral comments and agrees with the minor variance report analysis and recommendation that this application meets the Planning Act tests for minor variance.

The above decision is subject to the following conditions:

1. That all necessary building permits must be obtained prior to construction commencing, to the satisfaction of the Town of Pelham Chief Building Official.

Carried

5.2 File A5/2018P - Joyce Sonneveld

Purpose of Application

Application is made to seek relief from Section 7.4(c) "Maximum lot coverage" - to permit an overall lot coverage of 12% whereas 10% is permitted to facilitate construction of a portion of a covered rear yard deck.

Representation

Joyce Sonneveld, applicant and Timothy Sonneveld, authorized agent, appeared on behalf of this application.

Correspondence Received

1. Town of Pelham Planning Department
2. Town of Pelham Building Department
3. Town of Pelham Public Works Department
4. Region Comments
5. NPCA Comments
6. Bell Canada

Applicant's Comments

Ms. Sonneveld had no comment.

Public Comments

There were no comments received from the public.

Members Comments

There were no comments from any of the members present.

Moved By Donald Cook

Seconded By James Federico

Application for relief from Section 7.4(c) - "Maximum lot coverage" - to permit an overall lot coverage of 12% whereas 10% is permitted to facilitate construction of a portion of a covered rear yard deck, is hereby: GRANTED.

The above decision is based on the following reasons:

- 1. The variance is minor in nature in that no adverse impacts are anticipated.**
- 2. The general purpose and intent of the Zoning By-Law is maintained in that sufficient amounts of open space, amenity area and land for private services remain on the property.**
- 3. The intent of the Official Plan is maintained in that there are no adverse impacts on the use of agricultural land.**
- 4. The proposal is desirable for the appropriate development and/or use of the land in that it will improve the amenity area and enhance the outdoor living area.**
- 5. This application is granted without prejudice to any other application in the Town of Pelham.**
- 6. No objections were received from commenting agencies or abutting property owners.**
- 7. The Committee of Adjustment considered the written and oral comments and agrees with the minor variance report analysis and recommendation that this application meets the Planning Act tests for minor variance.**

The above decision is subject to the following conditions:

- 1. That all necessary building permits must be obtained prior to construction commencing, to the satisfaction of the Town of Pelham Chief Building Official.**

Carried

7. Minutes for Approval

Moved By Donald Cook

Seconded By James Federico

That the minutes of the February 6, 2018, Committee of Adjustment Hearing be approved.

Carried

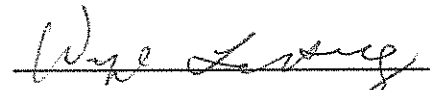
8. Adjournment

Moved By Donald Cook

Seconded By James Federico

BE IT RESOLVED THAT this Meeting of the Committee of Adjustment Hearing be adjourned until the next regular meeting scheduled for April 10, 2018 at 4:00 pm.

Carried



Wayne Lockett, Chair



Secretary-Treasurer, Nancy J. Bozzato

Meeting #: CofA-04/2018
Date: Tuesday, April 10, 2018
Time: 4:00 pm
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill
Members Present Wayne Lockey
Brian DiMartile
John Klassen
Members Absent James Federico
Donald Cook
Staff Present Nancy Bozzato
Judy Sheppard

1. Attendance

2. Call to Order, Declaration of Quorum and Introduction of Committee and Staff

Noting that a quorum was present, Chair Lockey called the meeting to order at approximately 4:00 pm. The Chair read the opening remarks to inform those present on the meeting protocols and he introduced the hearing panel and members of staff present.

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no pecuniary interests disclosed by any of the members present.

4. Requests for Withdrawal or Adjournment

There were no requests for withdrawals or adjournments received.

5. Applications for Minor Variance

5.1 File A6/2018P - Craig Tumath

Purpose of Application

Application is made to seek relief from Section 7.2(d) "Minimum Front Yard" - to permit 12 metres whereas 20 metres is required, to facilitate construction of an extension to an existing barn with no change in livestock capacity; and Section 7.7(d) "Maximum Building Height" - to allow a maximum accessory structure height of 5.2 metres to the mid-point

of the pitched roof, whereas 3.7 metres is allowed, to facilitate construction of an accessory building to the dwelling.

Representation

Martin Ruhe, authorized agents, appeared on behalf of this application.

Correspondence Received

1. Town of Pelham Planning Department
2. Town of Pelham Building Department
3. Town of Pelham Public Works Department
4. Town of Pelham Fire Department
5. Niagara Region Comments

Applicant's Comments

Mr. Ruhe had no comment.

Public Comments

There were no comments received from the public.

Members Comments

There were no comments from any of the members present.

Moved By John Klassen

Seconded By Brian DiMartile

Application for relief from Section 7.2(d) "Minimum Front Yard" – seeking 12 metres whereas 20 metres is required, to facilitate construction of an extension to an existing barn with no change in livestock capacity, is hereby: GRANTED.

And relief from Section 7.7(d) "Maximum Building Height" – to allow a maximum accessory structure height of 5.2 metres to the mid-point of the pitched roof, whereas 3.7 metres is allowed, to facilitate construction of an accessory building to the dwelling, is hereby: GRANTED.

The above decision is based on the following reasons:

- 1. The variance is minor in nature in that no adverse impacts are anticipated.**
- 2. The general purpose and intent of the Zoning By-Law is maintained in that sufficient setback is upheld and it will not compromise safety nor negatively impact surrounding property.**

3. The intent of the Official Plan is maintained in that the horse barn addition is not hindering any agricultural operation and it will not obstruct the agricultural potential of the land or expand into any natural heritage features.
4. The proposal is desirable for the appropriate development and/or use of the land in that it will provide enhanced usability for the existing horse barn and the height of 5.2 metres will not adversely impact the area.
5. This application is granted without prejudice to any other application in the Town of Pelham.
6. No objections were received from commenting agencies or abutting property owners.
7. The Committee of Adjustment considered the written and oral comments and agrees with the minor variance report analysis and recommendation that this application meets the Planning Act tests for minor variance.

The above decision is subject to the following conditions:

1. That all necessary building permits must be obtained prior to construction commencing, to the satisfaction of the Town of Pelham Chief Building Official.

Carried

7. Minutes for Approval

Moved By Brian DiMartile
Seconded By John Klassen

That the minutes of the October 3, 2018, Committee of Adjustment Hearing be approved, as presented.


Carried

8. Adjournment

Moved By John Klassen
BE IT RESOLVED THAT this Meeting of the Committee of Adjustment Hearing be adjourned until the next regular meeting scheduled for May 1st, 2018 at 4:00 pm.

Carried


Wayne Loeck, Chair


Secretary-Treasurer, Nancy J. Bozzato

Ministry of
Transportation

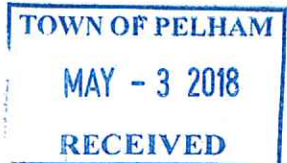
Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des
Transports

Bureau de la ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley Ouest
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



APR 30 2018

His Worship Dave Augustyn
Mayor
Town of Pelham
20 Pelham Town Square, PO Box 400
Fonthill, ON L0S 1E0

Dear Mayor Augustyn:

I am pleased to write to you to confirm the eligibility of the Local Transit Project that the Town of Pelham submitted for funding under the province's Community Transportation Grant Program ("CT Program"). Based on the ministry's review of the municipality's application for the Project and subject to the conditions set out below, the funding amount approved for the Project is up to \$500,000.

The CT Program will support the government's commitment to assist municipalities throughout the province to provide better transportation options in areas that are currently not served or underserved by public transit and intercommunity bus service.

Before funds are disbursed to the municipality for the Project, the municipality will be required to enter into a transfer payment agreement ("TPA") with the Ministry of Transportation. The TPA will set out the terms and conditions upon which the ministry will provide the funds to the municipality. Please note that non-capital costs incurred on the Project will be eligible for reimbursement as of the date of this letter. Capital costs will be eligible for reimbursement as of the effective date of the TPA. Please refer to the Program Guidelines for further information.

Ministry officials will contact your staff regarding next steps associated with the CT Program and the TPA. In the meantime, should you have questions, please contact Vinay Sharda, Executive Director, Transit Policy and Programs Group, at Vinay.Sharda@ontario.ca or at 416-585-7347.

I want to thank you in advance for your commitment to the successful delivery of your project(s), and look forward to seeing the results.

Sincerely,

Kathryn McGarry
Minister

TOWN OF PELHAM
Mayor's Office

- ☒ Council Meeting
- ☐ Councillor Mailbox
- ☐ CAO
- ☐ Clerk
- ☐ Marketing & Communication
- ☐ Corporate Services
- ☐ Public Works
- ☐ Facilities
- ☐ Planning
- ☐ Building
- ☐ Recreation, Culture
- ☐ Fire

FOR:

- ☐ Action
- ☐ Resolution
- ☐ Information
- ☐ Report
- ☐ Note

Concept: How Might We update Council on our application for the Niagara Investment in Culture Grant

Background:

Staff submitted a grant application to the Niagara Region for the Niagara Investment in Culture (NIC) Grant in November of 2017 and received notification on April 17 of our successful grant application in the amount of \$3,750. The NIC grant application was for “Pelham Street Performer Program” and aims to bring Arts and Cultural groups to the Downtown Communities of East Fonthill, Ridgeville and Fenwick to showcase the diversity of talent in the Niagara Region. The performances will bring together local talents from both the music and art industry on 4-5 Saturdays. Utilizing the Downtown Communities is a fantastic way to bring arts and culture to the whole community. The overall goal of this project is to promote arts and culture through live music, art and theatre in the Town of Pelham by giving performers the opportunity to showcase their original works in a public setting. These performances will allow members of the community to explore new generations of arts, music and theatre, by increasing exposure within the region and providing the environment for Niagara resident's to gather and show their support/interest. We ultimately hope to strengthen connections between musicians, artists, and the community at large. The performances will be held in late summer to early fall on Saturdays; specific days and times will be confirmed.



Niagara Investment in Culture

Monday, May 07, 2018

The Challenge:

HMW strengthen our connections between musicians, artists and the community at large

HMW provide an environment for our performers to showcase their original works

HMW strengthen our cultural identity

Our Recommended Solution:

BE IT RESOLVED THAT Council receive the concept sheet How might we update Council on our application for the NIC grant, and the recommendations contained therein be approved as follows:

THAT the Mayor and Town Clerk sign the letter of agreement from the Niagara Region attached to this report in order to secure the funding

THAT staff report to Council on the success of the Program at the end of 2018

Rationale:

The rationale for applying and receiving the NIC grant comes directly from the approved 2013 Cultural Master Plan (CMP);

CMP Strategic Direction 4; 4.3: Continue to support growth and market draw of local festivals and events

CMP Strategic Direction 5; 5.3: Leverage opportunities for funding and investment from Upper Levels of Government to support cultural development

Measure of Success:

To create new partnerships with musicians, theatre groups, artists etc.

Milestones:

That Culture is a part of the Downtown Communities

Niagara Investment In Culture Recipient Letter of Agreement

This letter comprises the agreement between The Regional Municipality of Niagara (“Region”) and the Town of Pelham (“Recipient”) regarding terms and conditions for funding and delivery of the Pelham Street Performer Program for 2018 under the Niagara Investment in Culture (NIC) program.

I. Project Description

Name of Project: Pelham Street Performer Program

Recipient Organization / Municipality: Town of Pelham

Contact Name and Title: Vickie vanRavenswaay

Project Description: The Town of Pelham Street Performers Program aims to create a more culturally diverse, dynamic and positive atmosphere in the communities of East Fonthill, Ridgeville and Fenwick. Working with the local merchants the Program will allow all different ranges of performances to animate the streets of Pelham.

II. Recipient Responsibilities

NIC funding is dependent upon the Recipient meeting the following requirements:

Recipient consents to the release of information contained in its application and in any reports submitted under the terms of the NIC program, in accordance with all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*. The Region reserves the right to verify any information contained in Recipient documentation related to the NIC program.

Recipient will abide by all lawful regulations governing matters of confidential information as subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* or other applicable privacy information.

Recipient will comply with all copyright laws, appropriate payment of artist fees, and will obtain all permits, licenses, consents or other authority necessary to carry out the project.

Recipient shall hold sufficient intellectual property rights to carry out the project. Recipient shall grant, or cause to be granted from any third party as may be required, a perpetual, non-exclusive license to the Region to use for the promotion of the NIC or related Regional programs, any art, video, photograph or similar creation which is capable of copyright, trademark or otherwise, produced in connection with the project.

Recipient will acknowledge the funding support of the Region through the NIC program by including the Region's logo in all advertising, publicity, programs, signage, and plaques associated with the project receiving NIC funding.

III. Reporting

As a condition of funding, Recipient will provide interim and final reports to the Region on templates supplied by the Region. The interim report will be due at the half-way point of the project OR August 1 of the funding year, whichever is earlier. The final project report will be due within one month of project completion OR January 31, 2019, whichever is earlier. A late report may at the Region's discretion result in the Region withholding all or a portion of the final 10% of NIC funding for the project. No pending application by a Recipient for a NIC grant will be recommended until complete and satisfactory submission of any outstanding final report.

IV. Funding Provisions

NIC funding is awarded annually based on new applications to the program and in no way represents a recurring funding commitment. The award of funding in one year is not a guarantee or assurance of funding in any subsequent year.

NIC program funding shall be disbursed to the recipient at the times and under the conditions outlined below:

For projects receiving NIC funding of \$3000 or less, monies will be disbursed in two installments:

- 90% of total NIC allocation about May 2018
- 10% of total NIC allocation upon approval of final reporting

For projects receiving NIC funding of \$3001 or more, monies will be disbursed in three installments:

- 50% of total NIC allocation about May 2018
- 40% of total NIC allocation on approval of interim reporting
- 10% of total NIC allocation on approval of final reporting

The Recipient acknowledges that no NIC funding shall be used for:

- Direct grants, bursaries or award to individuals or organizations
- Retroactively for any project expenses incurred prior to the NIC application date
- Operating funding for any organization or program
- Capital infrastructure or software purchase (small scale equipment rental or purchase may be considered on a case-by-case basis)
- Fireworks
- Alcohol

- Projects promoting specific religious beliefs or any discriminatory activities
- Stand-alone commercial, fundraising or for-profit activities
- Debt repayment

Recipients shall keep and maintain all records, invoices, receipts and other documents relating to NIC funding in accordance with generally accepted accounting principles and record-keeping practices, for a period of three (3) years. The Recipient authorizes the Region and its agents at all reasonable times to inspect and copy any records, invoices, and documents relating to the NIC funding in the possession, or under the control, of the Recipient.

The Recipient shall, at the request of the Region, repay to the Region the entire or a partial amount of NIC funds if the Recipient:

- realizes significant savings on projected eligible costs
- ceases operation
- fails to complete the project
- knowingly provides false information in the application
- uses NIC funds for purposes other than those outlined in the letter of agreement
- breaches any of the terms and conditions of the letter of agreement
- breaches any of the provisions of applicable law in the operation of the project
- commences or has commenced against them any proceeding in bankruptcy or is adjudged bankrupt

V. Changes to Project and Project Status

Any changes to the NIC project, including project budget, must be agreed upon between the Region and the Recipient in advance.

If in the Region's opinion a term, condition, commitment or obligation provided for in this Letter of Agreement has not been respected or complied with; or there is a change in risk that would jeopardize the success of the project, the Region may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the project will be completed, or rescind this Letter of Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid. The Region shall serve written notice to the Recipient of any full termination of the Agreement.

VI. Liability and Indemnity

The Recipient shall indemnify and save harmless the Region and its employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a

result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the project.

VII. Signatures

Please confirm this Letter of Agreement and acceptance of the provisions set out above by filling in the information requested at on page I and below, sign the agreement, and return the signed agreement to Region by Wednesday May 2, 2018. A copy of the countersigned agreement will be returned to you.

For the Recipient:

I/We agree to the provisions set out above.

Signature

Name: Nancy Bozzato
Title: Town Clerk
Organization: Town of Pelham
Address: 20 Pelham Town Square
City, Town, Township: Pelham
Postal code: L0S1E0
Attention:
Email Address: nbozzato@pelham.ca

The signatory to this agreement must have signing authority to bind the organization. Where the Recipient is an unincorporated organization, it is agreed by the representative of the Recipient signing this Agreement on behalf of the Project that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

For the Region:

Marian Bannerman
Program Manager, Grants and Incentives
The Regional Municipality of Niagara
1815 Sir Isaac Brock Way, P.O. Box 1042
Thorold, Ontario
L2V 4T7
Attention: Marian Bannerman
Email Address: marian.bannerman@niagararegion.ca

Seniors Active Living Centres Program Expansion 2018-19

Monday, May 07, 2018

Concept: How Might We update Council on the status of the Town's funding application for the Seniors Active Living Centres Program Expansion.

Background:

The Ministry of Senior Affairs made a call for proposals to expand the current network of Senior Active Living Centres (SALC) and the programs that they offer. The Ministry is committed to promoting the development of age-friendly communities and programs that acknowledge the contribution of seniors and keeps seniors active, healthy and engaged.

The call for proposals was for new initiatives to expand access to programs and service for seniors. Programs must serve primarily seniors, (those over 65) and operate from a community hub or centre that offers other types of intergenerational programs and services to the Community. With the new Community Centre coming on board and the expansion of programs for seniors we fit the criteria.

Staff submitted an application for the initial intake round on December 21, 2017. We are now pleased to inform Council that our Seniors Active Living Centre Application has been conditionally approved for funding. (see attached letter) Pending completion of an agreement with the Ministry of Senior Affairs, we have been awarded up to the maximum of \$42,700.00 annual funding for program operating costs.

This funding will promote active and healthy living, social engagement and learning for seniors in the Community. The program will provide partial funding for a dedicated full time permanent Seniors Activity Programmer who will engage community seniors in health & wellness classes and offer programs that will reduce social isolation and loneliness.

This announcement is very exciting for the Town of Pelham. It opens up many opportunities that will enhance the quality of life for Pelham Senior Citizens. As we know according to the recent Census, 40% of our population 55+ and 29% over the age of 65. There is a defining need for Senior Programming and the Senior Active Living Centre designation is a wonderful complement in creating a community hub for intergenerational programming.

Once the Ministry has signed the said agreement we will receive this operating funding in prorated monthly installments beginning April 2018 – March 2019. A final report package will be required the

Seniors Active Living Centres Program Expansion 2018-19

Monday, May 07, 2018

beginning of March 2019, although there will be no disruption of monthly SALC program payments. Funding continuation requests are reviewed April-June for the following year.

Also by receiving the SALC designation and funding we are now qualified to apply for a Special Grant for up to an additional \$15,000.00 for one time purchase of equipment and services. This application must be complete and submitted to the Ministry by May 18, 2018.

The Challenge:

How Might We enter into agreement with the Ministry of Senior Affairs.

How Might We begin to implement the Seniors Active Living Centres Program.

Our Recommended Solution:

BE IT RESOLVED THAT Council receive the Seniors Active Living Centres Program Expansion 2018-19 concept sheet;

AND THAT Staff be authorized to implement the Seniors Active Living Centre Program;

AND FURTHER THAT Staff be authorized to apply to the Ministry of Senior Affairs for equipment under Special Grant Funding for programming.

Rationale:

To designate the Pelham Community Centre as a Senior Active Living Centre by the Ministry of Senior Affairs, will allow for program funding annually for Senior Activities.

Town of Pelham population is 17,110 and 40% of the population is over the age of 55 and 24% of the population is over the age of 65.

Measure of Success:

Number of programs offered

Number of senior participants

Seniors Active Living Centres Program Expansion 2018-19

Monday, May 07, 2018

Milestones:

Ministry of Senior Affairs signing the Senior Active Living Centre Program Expansion Agreement

Hiring of a Seniors Activities Programmer

Making application to the Ministry of Senior Affairs for the Special Grant Program

**Minister of
Seniors Affairs**

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre des Affaires
des personnes âgées**

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Télééc.: (416) 325-4787



April 2018

Vickie vanRavenswaay
Manager of Community Services
Town of Pelham
20 Pelham Town Square
Fonthill ON L0S 1E0

Dear Vickie vanRavenswaay,

**Re: Seniors Active Living Centres Program Expansion 2018-19
Pelham Senior Active Living Centre Program, Case 2017-11-1-698254961**

I am pleased to inform you that your Seniors Active Living Centre application has been conditionally approved for funding. Pending completion of an agreement with the Ministry of Seniors Affairs, we are prepared to award up to \$42,700.00 to fund your program operating costs.

In November 2017, our government launched *Aging with Confidence: Ontario's Action Plan for Seniors*, aimed at keeping seniors independent, healthy and active, safe and socially connected. This plan built on our earlier commitment to expand our network of Seniors Active Living Centres across the province. Your program has been identified as one that best represents our vision for how to meet the needs of our growing seniors' population.

You will be contacted by a representative from the Ministry of Seniors Affairs who will provide additional information about next steps to entering into the funding agreement.

Should you wish to undertake any public communications, either before or after your funding agreement is completed, please contact the ministry in advance at salcsupport@ontario.ca.

Our government values your dedication and the valuable work you are doing to serve older adults in Ontario. I wish you all the best with your new Seniors Active Living Centre program.

Sincerely,

A handwritten signature in black ink, appearing to read "Dipika".

Dipika Damerla
Minister

cc: Sam Oosterhoff, MPP, Niagara West-Glanbrook

J. Paul Dubé, Ombudsman

April 19, 2018

Via email

Mayor Dave Augustyn
Pelham Town Hall
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

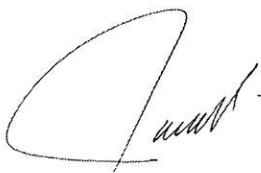
Dear Mayor Augustyn,

Re: Report – Office of the Ontario Ombudsman

I have completed my investigation into whether council for the Town of Pelham held an improper closed meeting and an illegal informal gathering on September 5, 2017. Please find my final report enclosed. We ask that you distribute the enclosed report to council.

In accordance with section 14.1 (8) of the *Ombudsman Act*, the town should make my report available to the public, and we ask that this be done no later than the next council meeting. Pursuant to section 14.1 (9) of the *Ombudsman Act*, I will also post a copy of the report on my website at www.ombudsman.on.ca.

Yours truly,



Paul Dubé
Ombudsman of Ontario

CC: Clerk, Nancy Bozzato

Bell Trinity Square
483 Bay Street, 10th Floor, South Tower, Toronto, ON M5G 2C9
483, rue Bay, 10^e étage, Tour sud, Toronto (Ontario) M5G 2C9
Tel./Tél. : 416-586-3347
Facsimile/Télécopieur : 416-586-9659 TTY/ATS : 1-866-411-4211

www.ombudsman.on.ca



Ombudsman Report

Investigation into complaints about a meeting and an informal gathering held by council for the Town of Pelham on September 5, 2017

**Paul Dubé
Ombudsman of Ontario
April 2018**

Complaints

- 1 In November 2017, my Office received complaints that a closed meeting held by council for the Town of Pelham did not comply with the open meeting rules in the *Municipal Act, 2001* (the “Act”).
- 2 The complaints alleged that a closed session discussion on September 5, 2017, about town finances did not fit within any of the exceptions set out in the Act.
- 3 My Office also received a complaint alleging that following the September 5, 2017 council meeting, members of council held a gathering at a local establishment that did not comply with the open meeting provisions in the Act.

Ombudsman jurisdiction

- 4 Under the Act, all meetings of council, local boards and committees of each of them must be open to the public unless they fall within the prescribed exceptions.
- 5 As of January 1, 2008, the Act gives citizens the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public. Municipalities may appoint their own investigator. The Act designates the Ombudsman as the default investigator for municipalities that have not appointed their own.
- 6 The Ombudsman is the closed meeting investigator for the Town of Pelham.
- 7 In investigating closed meeting complaints, we consider whether the open meeting requirements in the Act and the municipality’s procedure by-law have been observed.

Investigative process

- 8 On November 21, 2017, we advised the municipality of our intent to investigate these complaints.
- 9 My Office reviewed the city’s procedure by-law and relevant portions of the Act. We reviewed the meeting records from the open and closed portions of the September 5, 2017 meeting, as well as supporting documentation. We interviewed the town’s Clerk, all individuals who were members of council on

September 5, 2017, and spoke with lawyers retained by the town.

- 10 We also listened to an audio recording of the meeting provided by the town, which provided an accurate record of what transpired and greatly assisted us in completing our investigation.
- 11 The municipality was given the opportunity to review a preliminary version of this report and provide comments to our Office. Comments received were considered in the preparation of this final report.
- 12 My Office received full co-operation in this matter.

Council meeting on September 5, 2017

- 13 Council for the Town of Pelham met in council chambers at 4:00 p.m. on September 5, 2017, for a special meeting.
- 14 Council passed a resolution to move into closed session to discuss two items. The first discussion item was the subject of the complaints to my Office.
- 15 According to the audio recording of the meeting, council cited the exceptions for labour relations and for solicitor-client privilege in the resolution with respect to the first discussion item. The minutes, however, only record the exception for solicitor-client privilege.
- 16 In the closed session, the town's Chief Administrative Officer provided some background information and context for the matters to be discussed. He introduced the town's external lawyers, who were present in the room. One of the town's lawyers then introduced an external consultant retained by the lawyers on behalf of the town.
- 17 The external consultant presented a report that had been commissioned by the town's lawyers concerning financial information provided by the town, as well as the conduct and performance of an individual in the context of employment with the town. Councillors asked questions throughout the presentation, which the consultant answered.
- 18 Following the consultant's presentation, one of the town's lawyers provided legal advice to council regarding an employment matter. Council members asked questions, which the lawyer answered, with respect to the legal advice.

- 19 After the town's lawyer finished her presentation, the Mayor introduced the town's Treasurer. The Treasurer presented information to council and answered questions about that information.
- 20 Following the Treasurer's presentation, council members discussed and asked questions about the information presented at the beginning of the meeting with respect to legal advice and the consultant's report.
- 21 Council rose from the in camera session with no report. The special meeting adjourned at 6:21 p.m.

Analysis

Discussion of the external consultant's report

- 22 During the first portion of the closed meeting, the external consultant presented a report to council regarding financial information provided by the town, as well as the conduct and performance of an individual in the context of employment with the town.

Applicability of the exception for labour relations or employee negotiations

- 23 Council cited the exception for labour relations or employee negotiations in the resolution to go into closed session.
- 24 While decisions of the Ontario Information and Privacy Commissioner are not binding on my Office, they are often informative with respect to the applicability of the exceptions in the Act. The Information and Privacy Commissioner has found that the term "labour relations" refers to the collective bargaining relationship between an institution and its employees, as governed by collective bargaining legislation, or to analogous relationships.¹
- 25 My Office has found that this exception may also include discussions involving staff compensation or vacation; the hiring or firing of staff or disciplinary

¹ IPC Order MO-2352 (see also order PO-2613) Appeal MA07-409 (City of Elliot Lake)

proceedings; grievances under a collective agreement; a voluntary exit program; or a review of staff workload and working relationships.²

- 26 In the closed meeting on September 5, 2017, council for the town discussed an individual's conduct and performance with respect to employment. The discussion fit within the exception for labour relations and employee negotiations in section 239(2)(d) of the Act.

Applicability of the exception for advice subject to solicitor-client privilege

- 27 The town cited the exception for advice subject to solicitor-client privilege to receive and discuss the consultant's report in camera. The consultant was retained by the town's lawyers to review and interpret financial information provided by the town. The town's lawyers told us that the consultant's report formed the basis for the legal advice provided to the town.
- 28 The courts have found that the exception for advice subject to solicitor-client privilege is applicable "where legal advice of any kind is sought from a professional legal advisor in his capacity as such" and includes communications necessary for that purpose.³ As the Information and Privacy Commissioner set out in Order 49, in order for the privilege to apply:
- There must be written or oral communication,
 - The communication must be of a confidential nature,
 - The communication must be between a client (or his agent) and a legal advisor, and
 - The communication must be directly related to seeking, formulating or giving legal advice.⁴
- 29 The courts have examined the function of third party communications, like reports from a consultant, to determine if they are protected by solicitor-client privilege.
- 30 The courts have emphasized the distinction between solicitor-client privilege and litigation privilege. In *General Accident Assurance Co. v. Chrusz*, the Ontario Court of Appeal explained that not all material deemed useful to a lawyer to properly

² Ontario Ombudsman, "Investigation into a complaint about a meeting held by Council for the City of Sault Ste. Marie on October 13, 2015" (August 2016) online: <<https://www.ombudsman.on.ca/resources/reports-and-case-summaries/municipal-meetings/2016/city-of-sault-ste-marie>>.

³ *Descôteaux et al. v. Mierzewski*, [1982] 1 SCR 860.

⁴ Order 49 [1989] O.I.P.C. No. 13.

advise a client is protected by solicitor-client privilege; it must be essential to the operation of the solicitor-client relationship.⁵

- 31 In that case, the court found that where a third party acts as a conduit for information between a client and solicitor, like a translator or messenger, privilege will apply. The court explained that communications with an expert like a doctor or psychiatrist retained by a lawyer will be privileged where the expert is acting as a translator to interpret the medical evidence, allowing the lawyer to “understand that information and assess its significance to the legal issues that the solicitor must address”.⁶
- 32 The court explained that this can also apply to an expert like an accountant, who interprets financial data provided by a client to allow the lawyer to understand the information relevant to formulating their advice.⁷
- 33 The consultant retained by the town’s lawyers acted as a translator, interpreting the financial information provided by the town and explaining it to the lawyers to allow them to formulate legal advice. The discussion in camera about the consultant’s report fit within the exception for solicitor-client privilege.

Discussion of legal advice provided by external counsel

- 34 During the second portion of the in camera discussion, the town’s lawyer provided council with legal advice and answered questions about that advice.

Applicability of the exception for advice subject to solicitor-client privilege

- 35 As set out above, the courts have found that the exception for advice subject to solicitor-client privilege is applicable “where legal advice of any kind is sought from a professional legal advisor in his [sic] capacity as such” and includes communications necessary for that purpose.⁸
- 36 During the closed meeting, the town’s external counsel communicated confidential information to council for the purpose of providing legal guidance.
- 37 This portion of the meeting fit within the exception for solicitor-client privilege.

⁵ *General Accident Assurance Co. v. Chrusz* (1999), 1999 CanLII 7320 (ON CA), 45 O.R. (3d) 321 (C.A.)

⁶ *General Accident Assurance*, *supra*, explaining *Smith v Jones* [1999] 1 SCR 455.

⁷ *Susan Hosiery Ltd. v. M.N.R.*, [1969] 2 Ex. C.R. 27, as cited in *General Accident Assurance*, *supra*.

⁸ *Descôteaux et al. v. Mierzewski*, [1982] 1 SCR 860.

Discussion of town finances moving forward

- 38 Following the discussion about legal advice, the town's Treasurer presented information to council about the town's financial status.

Applicability of the exception for advice subject to solicitor-client privilege

- 39 The town cited the exception for advice subject to solicitor-client privilege to discuss how the town should proceed with respect to its finances.
- 40 As discussed above, this exception is applicable "where legal advice of any kind is sought from a professional legal advisor in his capacity as such" and includes communications necessary for that purpose.⁹
- 41 In most cases, information provided to council by staff about a municipality's finances would not fit within any of the exceptions to the open meeting rules and should be discussed in open session. Governments are entrusted with the management of public funds, and information about the state of those funds should be public to ensure financial accountability at the local level.
- 42 However, in this case, the town's solicitor submitted that the information presented by the Treasurer was necessary to fully explore the issues covered by the legal advice provided to council. As with the third party expert's report discussed above, the information provided by the Treasurer was provided to allow the lawyers to understand the financial information, in order to provide legal advice to the town.
- 43 Having considered the solicitor's comments, including in response to our preliminary report, and a thorough review of the audio recording of the closed meeting, I have determined that the discussions on September 5 were properly held in camera, as the information provided by the Treasurer was sufficiently necessary to fully explore the issues covered by the legal advice to fall within the exception for solicitor-client privilege. I commend the town once again for audio recording its meetings, as the record was particularly helpful in this case.

⁹ *Descôteaux et al. v. Mierzwinski*, [1982] 1 SCR 860.

Procedural matters

Procedure by-law

- 44 The township's procedure by-law states that all council and committee meetings shall be open to the public, except in accordance with the exceptions in the *Municipal Act, 2001*.
- 45 The by-law closely mirrors the exceptions set out in the Act, except for the exception set out in section 239(3)(b) for discussions about an ongoing investigation by the Ontario Ombudsman, an appointed ombudsman, or an appointed closed meeting investigator.
- 46 In response to my preliminary report, town staff have recommended that council update the town's procedure by-law to reflect all of the exceptions to the open meeting rule set out in the Act.

Minutes

- 47 The Act requires that council record, without note or comment, all resolutions, decisions, and other proceedings at its meetings.
- 48 In the meeting minutes from the closed session on September 5, 2017, the only exception listed for discussing the first matter in closed session is the solicitor-client privilege exception. However, on the audio recording, the Mayor can be heard passing a resolution to discuss that matter in closed session under both the solicitor-client privilege exception and the labour relations or employee negotiations exception.
- 49 In this case, the minutes did not capture the full proceedings of council. After receiving my preliminary report, council directed staff to correct the meeting minutes for September 5 to reflect both exceptions cited to close the meeting, noting that one exception was omitted in error.

Informal gathering on September 5, 2017

- 50 In addition to the complaints reviewed above about the town's September 5, 2017 closed council meeting, my Office received a complaint that members of council gathered at a local establishment called the Mouse Trap following the meeting on September 5, 2017, in violation of the open meeting provisions of the *Municipal Act*.

Regular informal gatherings of council members

- 51 In interviews, council members told my Office that it is a regular practice for members of council to meet for a social gathering after council meetings. They told us that the purpose of the gatherings is to allow council members to get to know one another more personally.
- 52 Councillors told my Office that after every council meeting, they go to the Mouse Trap for some food and drinks. We were told that councillors generally go straight to the Mouse Trap following the meeting, while the Mayor arrives about 30 minutes later because he stays to help staff clear up council chambers and to shut down his computer. Council members told us they usually sit at one of two spots in the restaurant.
- 53 Council members recalled being cautioned by town staff to take care not to discuss or advance council business during an informal gathering. Some councillors specifically mentioned that they know not to advance the business of council and, in the past, members have reminded one another not to discuss something if a matter related to council business comes up during a gathering.

Gathering on September 5, 2017

- 54 On September 5, 2017 council members told my Office they gathered in the middle section in the Mouse Trap at standing tables. We were told that no one other than council members was at their table for the gathering, but that other individuals in the restaurant might have stopped by to say hello and briefly chat.
- 55 Some members of council recalled council members expressing their reactions to the discussion at that night's council meeting during the gathering that evening. They told us the discussion did not include anything specific about the content of the meeting and was not a continuation of the meeting's discussions.
- 56 Three council members did not recall the council meeting being discussed at all while at the Mouse Trap.
- 57 Council members told us the remainder of the conversation at the Mouse Trap on September 5, 2017 was about matters unrelated to council business. They suggested it was about their lives, including vacation plans, real estate, or sports games, though no members of council could recall specifically what was discussed that night. All council members agreed the purpose of the gathering was social in nature.

Analysis

58 At the time of the September 5, 2017 gathering, the term “meeting” was defined in section 238 of the Act as “any regular, special or other meeting of a council, of a local board or of a committee of either of them.”

59 My Office has developed a working definition of “meeting”:

Members of council (or a committee) must come together for the purpose of exercising the power or authority of the council (or committee), or for the purpose of doing the groundwork necessary to exercise that power or authority.¹⁰

60 The *Municipal Act, 2001* does not prevent council members from meeting informally or socially outside of council chambers. My Office found that a social gathering of council members in Owen Sound did not contravene the Act, as members did not discuss council business during the gathering.¹¹ However, in my Office’s report regarding a private breakfast meeting in the City of Hamilton, we noted that it can be challenging to assure the public that no improper discussions have taken place when councillors or committee members meet informally.¹²

61 In the present case, members of council from the Town of Pelham gathered socially at a local restaurant surrounded by other tables. No council business was discussed and council members did not lay the groundwork for any future council decisions.

62 This type of social gathering is not a “meeting” for the purposes of the Act’s open meeting requirements. However, such gatherings run the risk of undermining public confidence and engendering suspicion, particularly if concern or opinions about council business are expressed during the gathering. Council should keep in

¹⁰ Amendments to the *Municipal Act, 2001* came into force on January 1, 2018, which included a new definition of “meeting” for purposes of section 239 of the Act. These amendments were not in force at the time of the September 5, 2017 meeting.

¹¹ Ombudsman of Ontario, *Investigation into the City of Owen Sound’s alleged violations of the Municipal Act, 2001 on April 27, May 25 and June 15, 2015* (November 2015) online: <<https://www.ombudsman.on.ca/resources/reports-and-case-summaries/municipal-meetings/2015/city-of-owen-sound>>.

¹² Ombudsman of Ontario, *Investigation into whether the City of Hamilton’s NHL Proposal Sub-Committee held an improperly closed meeting* (February 2012) at para 24, online: <<https://www.ombudsman.on.ca/resources/reports-and-case-summaries/municipal-meetings/2012/city-of-hamilton-en>>.

mind the perception by the public that decisions might be made during these gatherings, even if the gathering is intended to be social in nature.¹³

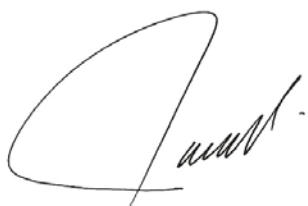
- 63** We recognize, as council members noted in their interviews, that such gatherings, when limited to purely social events, can help council establish stronger working relationships. However, we encourage all members of council to be vigilant in ensuring that their actions fulfil not only the requirements of the Act, but also its spirit.

Opinion

- 64** Council for the Town of Pelham did not contravene the *Municipal Act, 2001* on September 5, 2017, when it discussed a consultant's report, received legal advice, and received a presentation from staff in camera.
- 65** Council for the Town of Pelham also did not contravene the *Municipal Act, 2001* when its members met informally following the September 5, 2017, council meeting.

Report

- 66** My report should be shared with council and made available to the public as soon as possible, and no later than the next council meeting.



Paul Dubé
Ombudsman of Ontario

¹³ Local Authority Services, *A Report to the corporation of the Township of Carling* (March 2015) at 7, online: <<http://www.agavel.com/wp-content/uploads/2013/09/Carling-Investigation-Report-Final-March-2015.docx>>.

**Ministry of
Municipal Affairs**

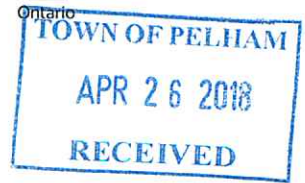
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APR 23 2018

18-76109

Your Worship
Mayor Dave Augustyn
Town of Pelham
PO Box 400
Pelham Municipal Building
200 Pelham Town Square
Fonthill ON L0S1E0

Dear Mayor Augustyn:

Thank you for your letter regarding a local request for a provincial municipal audit.

The provincial government recognizes municipalities as responsible and accountable governments, with the authority to make decisions on matters within their own jurisdictions, including management of their finances. As such, the Ministry will not be proceeding with a provincial municipal audit.

I encourage both the Town of Pelham and the Niagara Regional Council to work together to address these issues locally. I will also be sending a similar letter to Niagara Region advising them of my decision.

Once again, thank you for bringing your concerns to my attention. Please accept my best wishes.

Sincerely,

Bill Mauro
Minister

THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW NO. 3990(2018)

Being a by-law to authorize the execution of a subdivision agreement with Hert Inc. and the Corporation of the Town of Pelham— Saffron Meadows Phase 1 Subdivision.

**Hert Inc. and the Corporation of the Town of Pelham
File No. 26T19-02014**

WHEREAS at the Council meeting held on April 3, 2018 the Municipal Council of the Town of Pelham approved the Report Regarding the Execution of the Saffron Meadows Phase 1 Subdivision Agreement, authorizing the entry into a Subdivision Agreement with Hert Inc. (the ‘Developer’) and the Corporation of the Town of Pelham detailing certain land conveyances, payments and dedications, and the conditions whereby development can occur; and,

WHEREAS it is deemed desirable to enter into a Subdivision Agreement for Saffron Meadows Phase 1 with Hert Inc. in order to control development of lands as described in Schedule ‘A’ of the Subdivision Agreement which is attached hereto and forms part of this by-law;

NOW THEREFORE the Municipal Council of the Town of Pelham hereby enacts as follows:

1. **THAT** provided Hert Inc. first satisfies the requirements mentioned in the Agreement attached to and forming part of this by-law that are to be satisfied prior to or at the time of execution of the Agreement by Hert Inc. and the Corporation of the Town of Pelham, then the Mayor and Clerk are authorized to execute the Subdivision Agreement annexed hereto and once executed by all parties, the Agreement shall be registered upon the title to the lands described in Schedule ‘A’ of the said agreement.
2. **THAT** the conveyances, payments, and dedications required

by the said Subdivision Agreement, are authorized and approved.

3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Subdivision Agreement attached to and forming part of this by-law.
4. **THAT** in the event minor modifications to the Subdivision Agreement are necessary to effect the intent herein, the Clerk of the Town of Pelham is hereby authorized to complete same in consultation with the Town Solicitor.

ENACTED, SIGNED AND SEALED THIS
7th DAY OF MAY, 2018 A.D.

MAYOR DAVE AUGUSTYN

CLERK NANCY J. BOZZATO

**SAFFRON MEADOWS (PHASE I) SUBDIVISION AGREEMENT
HERT INC.
(SUBDIVISION FILE NO. 26T19-02014)**

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THIS AGREEMENT made this _____ day of _____, 2018.

BETWEEN:

HERT INC.

Hereinafter called the "Developer"

OF THE FIRST PART

- and –

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto;
- b) as of the date of execution of this Agreement and on the date of registration of this Agreement, the Developer shall be a valid and subsisting corporation in good standing duly incorporated under the laws of the Province of Ontario;
- c) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens, or encumbrances registered against the lands described in Schedule "A" annexed hereto all of which shall be postponed to this Agreement unless otherwise authorized by the Town in writing; and
- d) this Agreement shall take priority over any subsequent registrations against the Lands;

AND WHEREAS the Developer has applied to the Town for approval of a Plan of Subdivision of the Lands described in Schedule "A" annexed hereto;

AND WHEREAS the Town's "Conditions of Draft Plan Approval" require that all conditions must be fulfilled before the aforesaid Plan of Subdivision is given final approval, and the Developer must enter into a Subdivision Agreement with the Town to satisfy all its requirements, financial and otherwise, relating to the Lands being subdivided;

AND WHEREAS this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

AND WHEREAS subsection 51 (26) of the *Planning Act, 1990*, permits the registration of this Agreement against the lands to which it applies;

AND WHEREAS subsection 27 (1) of the *Development Charges Act, 1997*, permits the early payment of all or part of a development charge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the Town, the receipt whereof is hereby acknowledged by the Town, the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- 1.1 **AGREEMENT** means this Subdivision Agreement.

- 1.2 **ASSUMPTION BY-LAW** means a by-law passed by the Town accepting all of the Works to be constructed hereunder.
- 1.3 **BLOCK** shall mean the whole of a parcel or tract of land create by the Plan of Subdivision.
- 1.4 **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on the Lot.
- 1.5 **BUILDING BY-LAW** means the Building By-law No. 2686 (2005) passed by the Town and amended from time to time.
- 1.6 **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- 1.7 **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Town and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Town and amendments thereto.
- 1.8 **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Town as appointed by by-law of the Council, or their designate appointed pursuant to the *Building Code Act*, as amended, or any successor thereto.
- 1.9 **CLERK** means the Clerk of the Town.
- 1.10 **COMPLETION CERTIFICATE OF PRIMARY SERVICES** means the Certificate issued by the Director of Public Works upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period for the Primary Services as installed.
- 1.11 **COMPLETION CERTIFICATE OF SECONDARY SERVICES** means the Certificate issued by the Director of Public Works upon satisfactory completion of the Secondary Services for the Lands prior to commencement of the maintenance period for the Secondary Services as installed.
- 1.12 **COST OF CONSTRUCTION** means the cost of construction approved by the Director of Public Works and may include engineering fees ancillary thereto.
- 1.13 **COUNCIL** means the Council of the Corporation of the Town of Pelham.
- 1.14 **DEVELOPER** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.15 **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services for the Plan of Subdivision.
- 1.16 **DEVELOPMENT CHARGES** means the development charges imposed under the Town's Development Charge By-law No. 3527 (2014), or any successor by-law, as prescribed by the *Development Charges Act, 1997*, as amended, or any successor thereto.
- 1.17 **DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT** means the Director of Community Planning and Development for the Town, or their designate.
- 1.18 **DIRECTOR OF PUBLIC WORKS** means the Director of Public Works for the Town, or their designate.

- 1.19 **EASEMENTS** shall mean the easements described in Schedule "D" annexed hereto, which forms part of this Agreement.
- 1.20 **FINAL DEFAULT** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Town, as provided in Section 39 hereof.
- 1.21 **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Director of Public Works after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for assumption by the Town.
- 1.22 **FRONT LOT LINE** means the front lot line as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.23 **GRADING CONFORMANCE CERTIFICATE** means the Certificate identified in Section 29 hereof.
- 1.24 **LANDS** means the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.
- 1.25 **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Town and shall contain a clause that automatically renews it from year to year, unless the Town gives written notice that it does not require the Letter of Credit to be renewed.
- 1.26 **LETTER OF OCCUPANCY** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 35 hereof.
- 1.27 **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*, as amended, or any successor thereto.
- 1.28 **LOT** means a lot as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.29 **LOT FRONTAGE** means lot frontage as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.30 **LOT GRADING DEPOSIT** means a deposit of security as specified in Section 30 hereof.
- 1.31 **LOT GRADING PLAN** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Building Lot or Block in the Plan of Subdivision.
- 1.32 **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Town that all Works constructed under this Agreement will function as designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, Building or structures within the Plan of Subdivision or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Director of Public Works by the Developer at its cost.
- 1.33 **MAINTENANCE GUARANTEE PERIOD** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 38 hereof.
- 1.34 **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the

boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.

- 1.35 **OWNER** means the applicant for a Building Permit for one of the Lots or Blocks and includes the person on whose behalf an application for a Building Permit is made.
- 1.36 **PARTY** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.37 **PLAN OF SUBDIVISION** means the Plan of Subdivision of the Lands described in Schedule "A" approved for registration by the Town and registered on title pursuant to the provisions of the *Planning Act*.
- 1.38 **PLANS** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the Town.
- 1.39 **PRE-SERVINCING** means the installation of Works prior to registration of this Agreement.
- 1.40 **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, shall include: storm sewers, storm water management, sanitary sewers, watermain, roads (including base coarse asphalt and curbs and gutters), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.41 **PRIVATE UTILITIES** means telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.42 **REGION** means the Regional Municipality of Niagara.
- 1.43 **REGIONAL PUBLIC WORKS DEPARTMENT** means the Regional Municipality of Niagara Public Works Department.
- 1.44 **RESERVE STRIP** shall mean a parcel of land conveyed by the Developer to the Town in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from said street to the said next abutting lot or block.
- 1.45 **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities, and without limiting the generality of the foregoing, shall include: top course roadway asphalt, paved driveway aprons, sidewalks, fencing, and sodding/hydroseeding, landscaping, and tree plantings of boulevards and hydroseeding, landscaping and tree plantings of park blocks and stormwater management blocks.
- 1.46 **SECTION**, when used in reference to a numbered part of the Agreement, means:
- a) a complete section including all its sections and subsections;
 - b) a particular subsection including its subsections; and
 - c) a particular subsection as the context may dictate or require.
- 1.47 **STORM WATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as storm water structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat storm water and control pollution and control storm water runoff to predetermined levels prior to discharge to receiving surface water

courses and subsurface ground water regimens.

- 1.48 **STORM WATER MANAGEMENT REPORT** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 17 of this Agreement.
- 1.49 **STREET** means street as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.50 **STREET LINE** means Street Line as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.51 **SUBDIVISION** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.52 **SUBDIVISION GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule "E", annexed hereto.
- 1.53 **SUPERVISION** means the full-time inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Town standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- 1.54 **TOWN** means The Corporation of the Town of Pelham.
- 1.55 **TREASURER** means the Director of Corporate Services for the Town, or their designate.
- 1.56 **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- 1.57 **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, and all construction, erection, installation and engineering required to be completed or performed by the Developer pursuant to this Agreement.

2. LANDS TO BE SUBDIVIDED

The Lands to be subdivided by the Plan of Subdivision are those lands described in Schedule "A" annexed hereto and the Plan of Subdivision shall be registered against all of such Lands.

3. GENERAL PROVISIONS

- 3.1 Unless the context or any other collateral agreements between the Town or the Developer otherwise requires, where the Developer is obliged by this Agreement or the approved Plans to make payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- 3.2 The Developer hereby covenants, warrants and agrees to save harmless and keep the Town and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.
- 3.3 The Developer and the Town acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:

- a) shall run with the Lands; and,
 - b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
 - c) the benefits of the said covenants shall enure to the Town, its successors and assigns in title, of all roads, streets, and public Lands forming part of or abutting on the Lands.
- 3.4 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 42.
- 3.5 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- 3.6 The Developer shall impose restrictions as set forth in Schedule "I" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- 3.7 The Schedules annexed hereto, being Schedules "A" to "I" inclusive, are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.
- 3.8 The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act, 1990*, and amendments thereto.
- 3.9 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Ontario Water Resources Act*, the *Safe Drinking Water Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 3.10 The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Town if at any time the Town considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Developer and in this regard the Town shall also be entitled to draw upon any security filed by the Developer under this Agreement.
- 3.11 If any term of this Agreement shall be found to be *ultra vires* of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.
- 3.12 The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, or before any court or administrative or other tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 3.13 Time shall be of the essence of this Agreement.
- 3.14 Prior to execution of this Agreement by the Town, the Developer shall deliver to the Town a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in

good standing.

- 3.15 The Developer hereby agrees to procure, register and provide to the Town any postponement agreements which the Town solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.
- 3.16 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.
- 3.17 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a subdivision or part thereof unless and until a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the Town.
- 3.18 In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Town to do so, which consent shall be conditional upon the Developer registering such Plans of Subdivision in such order as determined by the Town and upon registering such Plans of Subdivision concurrently. The Developer shall not register a Plan of Subdivision over part of the Lands without prior written consent of the Town.
- 3.19 Any and all of the Developer's obligations under this Agreement shall be joint and several.

4. SERVICING PLANS AND SPECIFICATIONS

- 4.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the execution of this Agreement by the Town and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Director of Public Works three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Director of Public Works in their appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Town, or existing practices and standards as may from time to time be established or amended by the Town by its officials or agents. The Town may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.4 No approval by the Director of Public Works shall operate as a release by the Town of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

- 5.1 The Developer shall employ, at its cost, a competent and qualified Consulting Engineer approved by the Director of Public Works, to:
 - a) carry out all soil investigations to the satisfaction of the Director of Public Works;
 - b) design all of the Works required to be completed by this Agreement;

- c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such Works;
- d) obtain from the Director of Public Works the details regarding the form and scale of these drawings prior to their presentation;
- e) obtain and provide the Town with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of said Works;
- g) if required, prepare contract documents and call tenders for the installation and construction of the said Works;
- h) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement including watermain commissioning;
- i) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) and PDF format, and two (2) sets "as constructed" records shall be submitted in a reproducible form to the Director of Public Works, at the time of completion of Primary Services (including all street light and utility services) prior to approving the Completion Certificate for the Works.
- j) upon completion of the installation or construction of the Works, supply the Town with a certificate, in a form satisfactory to the Director of Public Works, that the Works were installed and constructed in accordance with the approved Plans and specifications;
- k) provide the Director of Public Works with individual record sheets for all sewer and water service locations and depths;
- l) when requested by the Director of Public Works, accompany them on inspections of the Works including a final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Town;
- m) supervise the construction of all Works on a full-time basis including any remedial work which the Director of Public Works may require;
- n) test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements;
- o) provide building levels for construction purposes; and,
- p) certify, in writing, to the Director of Public Works, as to the actual cost of all Works completed, prior to the Town approving a Completion Certificate for such Works or reducing any Letter of Credit.

5.2 The Developer shall not install Works prior to the receipt, in writing, of the approval of the detailed Plans and specifications by the Director of Public Works.

5.3 All of the Primary, Secondary, and Utility Services to be installed or constructed under this Agreement shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

5.4 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All

sanitary and storm sewers must be inspected and videoed via closed circuit T.V. prior to final acceptance by the Town.

- 5.5 The Director of Public Works, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works. Town inspections shall be in addition to inspections provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or their Consulting Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.
- 5.6 The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.

6. BY-LAW (S), DOCUMENTATION, AND REGISTRATION

- 6.1 The Council may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "F" annexed hereto, obtaining and filing with the Director of Public Works all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Director of Public Works.
- 6.2 Before this Agreement is executed by the Town, the appropriate authorizing By-law must be enacted by the Council of the Town.
- 6.3 The Developer shall provide the Town with two (2) paper copies and a PDF format copy each of the draft Plan of Subdivision (M-Plan) for the Lands and the Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.4 The Developer acknowledges that the Town may register an Inhibiting Order against the Lands and that the Town will not have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Town for registration and all other documents required to provide discharges, releases, and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands that have been registered against title to the Lands.
- 6.5 Upon the Town being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the Town shall register the following documentations at the sole expense of the Developer as soon as practicable:
- a) the approved Plan of Subdivision; and,
 - b) all other documentation related thereto, including without limitation, Cessations of Charge, Transfers, and Easements.
- 6.6 In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the Town may declare the Developer in Final Default.
- 6.7 The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the Town's solicitor have been delivered,

approved and registered on title to the complete satisfaction of the Town's solicitor.

7. LAND FOR MUNICIPAL PURPOSES

- 7.1 The Developer shall, at its own expense, convey to the Town in fee simple, free of all encumbrances, such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.
- 7.2 All of the road allowances and road widenings shown on the Plan of Subdivision shall be dedicated by the Developer as public highways.
- 7.3 All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Town.

8. EASEMENTS FOR MUNICIPAL PURPOSES

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Town such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.
- 8.2 The Developer shall convey to the Town or to such public utility company or commission or cable television company as the Town may direct, easements required for utility and/or co-axial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Town, and if required by the Town, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Town, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the Town has passed the Assumption By-Law.

9. GENERAL SERVICES

- 9.1 Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- 9.2 Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- 9.3 The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Town from any claim arising from such damage.
- 9.4 The Developer shall keep all portions of the development well, properly, and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Town from any claim arising from said damage.

- 9.5 The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Town, its servants or agents, may, at the Town's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the Town, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Town may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.6 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- 9.7 All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Town's requirements and to the satisfaction of the Director of Public Works.
- 9.8 All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Town's requirements and to the satisfaction of the Director of Public Works.
- 9.9 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Niagara Peninsula Energy, Hydro One Networks Inc., Cogeco Cable) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- 9.10 The Town disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the Town or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes,

conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various Town Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.

- 9.11 The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- 9.12 The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Town to the Developer, the Town may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Town may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.13 The Developer shall not add any fill to the Lands without first obtaining written approval from the Director of Public Works.
- 9.14 The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Public Works.
- 9.15 All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the Town's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- 9.16 The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the Town, that the Town will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.
- 9.17 The Developer acknowledges and agrees that in the event that the Lands are not maintained in an acceptable standard to the Town in regards to refuse, rubbish, dust or debris or if refuse, rubbish, dust or debris from the Lands are found on abutting streets or properties and are not removed in an acceptable standard to the Town that the Town may bill the Developer for the removal of refuse, rubbish, dust or debris from the Lands or on abutting streets or properties impacted by the development of the Lands.

10. SURVEY MONUMENTS TO BE PRESERVED

- 10.1 The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved.
- 10.2 The Developer agrees if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

11. TOWN'S RIGHT TO ENTER AND REPAIR

11.1 The Town shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:

- a) without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and,
- b) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer; and,
- c) such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Town or an assumption by the Town of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement; and,
- d) the cost of any repair or maintenance work (including professional fees) undertaken by the Town pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the Town within such thirty (30) day period, the Town may and is hereby expressly authorized by the Developer to deduct the amount owing to the Town for such repairs or maintenance from any monies or Letter of Credit deposited with the Town; and,
- e) repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence of the Director of Public Works or their representative.

11.2 The Developer shall obtain from any Purchaser of any of the Lots or Blocks shown on the Plan of Subdivision, a license permitting the Developer and the Town to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such license to the Town upon demand therefor.

12. SERVICES TO BE COORDINATED

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

13. INTERIM WORKS

The Developer agrees and acknowledges that, until the Director of Public Works affixes their signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

14. ROADS

14.1 The Developer agrees to construct, install, and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

14.2 The Developer agrees to rough grade to the Town's specifications the full width of all road allowances as shown on the Plans prior to the installation or

construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Director of Public Works and is conducive to the interim drainage requirements of the Plan of Subdivision. The topsoil so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Subdivision Grade Control Plan filed with and approved by the Director of Public Works.

- 14.3 The Developer shall restore any existing road damaged during the development of the Plan of Subdivision to the complete satisfaction of the Director of Public Works, prior to approval of the Completion Certificate for Primary Services.
- 14.4 If required, the Developer agrees to pay the Town the sum indicated in Schedule "F" annexed hereto for the reconstruction of the road allowance upon the removal by the Town of temporary turning bulbs required for the Plan of Subdivision.

15. SANITARY SEWER SYSTEM

- 15.1 If required by the Town, and prior to execution of this Agreement by the Town, the Developer shall undertake a review of the existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- 15.2 The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the Town, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.
- 15.3 All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
 - a) after placement of the base course asphalt upon the streets in the Plan of Subdivision; and,
 - b) upon receipt of any written notice from the Director of Public Works.
- 15.4 All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Public Works.
- 15.5 All sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- 15.6 Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- 15.7 Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.

- 15.8 The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- 15.9 The Developer agrees to decommission any existing water services to the satisfaction of the Director of Public Works.

16. STORM DRAINAGE SYSTEM

- 16.1 The Developer shall construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority, and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.
- 16.2 All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
- a) after placement of the base course asphalt upon the streets in the Plan of Subdivision; and,
 - b) upon receipt of any written notice from the Director of Public Works.
- 16.3 All storm sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the storm sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- 16.4 Prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the storm sewer lateral constructed to service each Lot.

17. STORMWATER MANAGEMENT FACILITIES

- 17.1 The Developer agrees that prior to the Town executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Public Works, the Region of Niagara Planning & Development Department, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Region of Niagara Public Works Department, indicating the following:
- a) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - b) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and,
 - c) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such

more stringent standards as may be applicable.

- 17.2 The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 28 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- 17.3 The Developer agrees to implement the Niagara Peninsula Conservation Authority's approved Storm Water Management Plan including the approved grading and drainage, any required erosion and flood protection works, and all Niagara Peninsula Conservation Authority approvals.
- 17.4 The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Public Works and the Region of Niagara Planning & Development Department.

18. WATER DISTRIBUTION SYSTEM

- 18.1 The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curb stops and boxes, blow offs and ground hydrants as may be required, for the purpose of servicing the Plan of Subdivision. The water distribution system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Public Works Department and the construction and materials shall be in accordance with Town's most recent specifications therefor. All work on water distribution system shall be performed in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, as amended and the Town's DWWP and DWWL. The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Town of Pelham Fire Department and the Director of Public Works.
- 18.2 The Developer shall install, charge, test, and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Town of Pelham Fire Department and the Director of Public Works.
- 18.3 The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- 18.4 All water mains shall be flushed, chlorinated, pressure tested, and bacterial tested in accordance with Town standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Primary Services.
- 18.5 The operation of valves which cause the water mains within the Plan of Subdivision to be charged from existing municipal water mains SHALL ONLY be carried out by Town Staff. All work on water distribution system shall be performed in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, as amended and the Town's DWWP and DWWL. The Town has an approved Quality Management System for the Pelham Distribution System and the Developer and its contractors shall be aware and informed of the Quality Management System.
- 18.6 The Developer shall, prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, supply the Director of Public Works with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

19. SIDEWALKS

- 19.1 The Developer shall, at its sole expense, construct, install and complete

concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

- 19.2 All sidewalks shall be deemed to be Secondary Services for the Plan of Subdivision and shall be completed within six (6) months of occupancy of each dwelling, except between November 15th and April 15th at which time the sidewalks must be installed as soon as possible, at the locations shown on the Plans and in accordance with the approved Subdivision Grade Control Plan or as amended by the Director of Public Works. The sidewalks are to be constructed in their entirety in block long sections.

20. DRIVEWAY APPROACHES

- 20.1 Each Lot and Block shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Public Works.
- 20.2 The Developer shall provide driveway curb cuts and granular driveway access on the boulevard prior to occupancy of any Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.
- 20.3 All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk between the curb line and the Street Line, shall be installed and paved by the Developer by no later than the 1st day of November in the year after the year in which the Buildings served by the driveway approaches are occupied in accordance with the approved plans and specifications therefor prior to the Director of Public Works approving the Completion Certificate for Secondary Services.
- 20.4 All driveway approaches shall be constructed to the satisfaction of the Director of Public Works prior to the assumption of the Plan of Subdivision and no curbstops shall be allowed in driveways.

21. FENCING

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

22. STREET AND TRAFFIC SIGNS

- 22.1 The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- 22.2 The Developer shall pay for all permanent street and traffic signs and other traffic control devices, required by the approved Plans and to the satisfaction of the Director of Public Works, in accordance with Schedule "F" annexed hereto. The Town shall be responsible to supply and install all permanent street and traffic control signs to the current standards of the Town.

23. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING

- 23.1 The Developer shall arrange with Niagara Peninsula Energy/Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Niagara Peninsula Energy/Hydro One Networks Inc. and the Director of Public Works. All such facilities shall be installed underground unless specific external systems are approved by Niagara Peninsula Energy/Hydro One Networks Inc. and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- 23.2 The Developer shall arrange with Niagara Peninsula Energy/Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property.

The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Niagara Peninsula Energy/Hydro One Networks Inc. upon receipt of a statement of account therefor.

- 23.3 The Developer shall design and provide a decorative street lighting system to the satisfaction of the Director of Public Works and the Director of Community Planning and Development.
- 23.4 Prior to the Director of Public Works approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the Town satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Town, and upon Council passing the Assumption By-law the Town will assume the street lighting system into the Town's street light inventory. Energizing of the street lights will be undertaken by Town staff.

24. UTILITY SERVICES

- 24.1 All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, gas, electrical, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers.
- 24.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each Lot and Block in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Director of Public Works approving the Completion Certificate for Primary Services.
- 24.3 The Developer shall, prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, supply the Director of Public Works with "as constructed drawings" showing the location of all Utility Services required to service the Plan of Subdivision.

25. TREE PLANTINGS

- 25.1 In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and the East Fonthill Secondary Plan Area Urban Design Guidelines and to provide tree plantings in accordance with the approved Streetscaping Plan to the satisfaction of the Director of Public Works in accordance with the following:
 - a) one (1) tree per Lot and two (2) trees per side yard flankage shall be planted in the sodded/hydroseeded portion of the street allowance between the Front Lot Line and the roadway in accordance with the Plans. Trees shall be sound, healthy, vigorous and free from disease with normally healthy root systems; and,
 - b) trees should be 50mm caliper, balled and burlapped at planting.
- 25.2 In accordance with Schedule "F" annexed hereto, prior to registration of this Agreement by the Town, the Developer shall provide security in the form of a Letter of Credit to the Town for Tree Planting within the subdivision, for the cost of replacing and maintaining trees within the Plan.
- 25.3 The Developer shall be solely responsible for acquiring and planting trees in accordance with the terms of this Agreement and in accordance with the approved Streetscaping Plan to the satisfaction of the Director of Public Works and shall deliver written notice to the Town that such work has been completed. All trees shall be planted within nine (9) months of occupancy on each respective lot.
- 25.4 The Developer shall be solely responsible for maintaining all tree plantings in a healthy state on boulevards until such time as Council passes an

Assumption By-law.

- 25.5 Provided, however, that in the event the Developer does not plant trees in accordance with the provisions of this Agreement or within the prescribed time or to the complete satisfaction of the Director of Public Works, then the Town may, at its sole discretion, plant or replace or replant trees in accordance with the provisions of this Agreement and apply the above mentioned security against the Town's costs and/or collect such costs in like manner as municipal taxes.

26. LANDSCAPING

- 26.1 The Developer shall grade and place a minimum of one hundred (100) millimetres of topsoil with No. 1 nursery sod/hydroseed on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All streetscaping shall be in accordance with the approved Plans to the satisfaction of the Director of Public Works. All sodding/hydroseeding as herein described shall be considered as part of the cost of construction of Secondary Services for the Plan of Subdivision and shall be completed at the time of or within three (3) months after the final sodding/hydroseeding of any Lot in accordance with the approved final lot grading certificate and prior to the Director of Public Works approving the Completion Certificate for Secondary Services. The Developer shall maintain all sod/hydroseed until Council passes the Assumption By-law.
- 26.2 The Developer is responsible for ensuring that each Lot or Block within the Plan of Subdivision is:
- a) fine graded in accordance with the approved individual Lot Grading Plans for each lot; and,
 - b) sodded with No. 1 nursery sod or hydroseeded within six (6) months of initial occupancy of the Building, in all areas of the Lot or Block including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.
- 26.3 All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be fine graded and hydroseeded and landscaped according to the East Fonthill Secondary Plan Area Urban Design Guidelines in accordance with the approved Channel Plans prior to the Town issuing any building permits. Prior to and during construction, silt traps are to be put in place until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Director of Public Works.
- 26.4 Unless exempted by the Director of Public Works, all lands conveyed to the Town (including but not limited to parks, channels, and stormwater management facilities) shall be serviced, hydroseeded, and landscaped in accordance with the approved Streetscaping, and Landscaping Plans. The improvements are considered as part of the Secondary Services of the Plan of Subdivision. Once the lands have been hydroseeded and landscaped and approved by the Director of Public Works the Town will maintain the lands.

27. EROSION AND SEDIMENTATION CONTROL

- 27.1 The Developer agrees to implement the approved erosion and sedimentation and control plans and lot grading and drainage plans to the satisfaction of the Town, Niagara Region, and Niagara Peninsula Conservation Authority.
- 27.2 The Developer agrees to re-vegetate or otherwise restore all disturbed areas immediately upon the completion of on-site grading to the satisfaction of the Town and the Niagara Peninsula Conservation Authority.

28. SUBDIVISION GRADING AND DRAINAGE

- 28.1 Unless otherwise approved or required by the Town, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
- a) the Town has agreed in writing to such alteration or removal; and,
 - b) the Town has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the Town's Lot Grading and Drainage Policy and amendments thereto; and,
 - c) prior to execution of this Agreement by the Town or commencing any phase of development, and in accordance with the Town's Lot Grading and Drainage Policy and amendments thereto, the Developer shall prepare and provide the Town, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance with the Town's Lot Grading and Drainage Policy and amendments thereto.
- 28.2 Unless otherwise approved or required by the Town, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Director of Public Works has agreed in writing to such alteration or removal and the Director of Public Works has approved a Subdivision Grade Control Plan pursuant to the terms of this Agreement.
- 28.3 The following grading works shall be completed prior to the issuance of any Building Permits:
- a) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Plan of Subdivision, subject to weather conditions; and,
 - b) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- 28.4 If drainage problems arise which are as a result of non-compliance with the requirements of the Town's Lot Grading and Drainage Policy and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Town may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Town forthwith after being incurred by the Town, the Town may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 28.5 The Developer shall deposit with the Town as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "F" annexed hereto, a Subdivider's Grading Deposit as required by the Town's Lot Grading and Drainage Policy and amendments thereto.
- 28.6 Upon completion of the Works and acceptance by the Town of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the Town.
- 28.7 The Developer shall register the following covenant on all Lots and Blocks contained within the Lands described in Schedule "A" and such registration

shall occur at the time of or immediately after registration of the Agreement and shall submit proof to the Town that such covenant has been registered on all the Lots and Blocks within the Subdivision:

"No one shall interfere with the drainage swales or surface drainage pattern on a lot or block without explicit written permission from the Town's Director of Public Works. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or storm water management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the _____ day of _____, 2018 and registered the _____ day of _____, 2018."

29. LOT GRADING AND DRAINAGE

- 29.1 Prior to the issuance of a Building Permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Town three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- 29.2 Prior to issuance of a building permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Town as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$1,000.00 per Lot or Block.
- 29.3 Upon acceptance of the Grading Conformance Certificate by the Town, the Owner or the Building Permit applicant may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Town.
- 29.4 The grading of a Lot or Block shall be considered complete when the building has been erected and such Lot or Block has been graded and sodded or hydroseeded. Sodding or hydroseeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- 29.5 Upon completion of the grading, prior to landscaping or fencing, the Developer shall submit to the Town one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- 29.6 Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the Town, shall be accepted and dated by the Town, as the "Grading Conformance Certificate."
- 29.7 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Public Works or the Chief Building Official.
- 29.8 The Developer agrees that foundation drains shall be pumped by a sump pump in each house discharging via storm laterals. The Developer covenants and warrants that foundation drains will not be connected to the sanitary sewer system.
- 29.9 The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow

away from the building, not onto walks or driveways, and not towards adjacent property.

- 29.10 If required, the Developer agrees to submit a plan for approval to the Director of Public Works, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

30. PRIMARY SERVICES AND COMPLETION CERTIFICATE FOR PRIMARY SERVICES

- 30.1 The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of the Plan of Subdivision. The Director of Public Works may extend the time for the completion of the Primary Services or any of them for such length of time as they may deem expedient upon the written application of the Developer.
- 30.2 Primary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Public Works, or designate, and the Completion Certificate for Primary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Primary Services.
- 30.3 The performance by the Developer of its obligations hereunder to the satisfaction of the Director of Public Works shall be a condition precedent to the acceptance by the Town of the Works or any of them.
- 30.4 Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the documentation listed in Sections 30.5, 30.6, 30.7 must be provided to the Director of Public Works in a single submission package. Only one reduction shall be permitted prior to issuance of the final completion certificate.
- 30.5 The Developer's Consulting Engineer shall provide to the Director of Public Works:
- a) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;
 - b) certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with Town standards;
 - c) certificate(s) stating that all water main tracer wires have been tested and the new water distribution system can be traced;
 - d) certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
 - e) copies of the hydrant test reports and fire flow test reports;
 - f) certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.;
 - g) copies of the storm and sanitary sewer inspection video tape(s) and documentation;
 - h) certificate stating that the approved Tree Preservation Plan, if required, has been complied with including a Clearance Letter from the Region;
 - i) certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
 - j) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;

- k) the original drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format and PDF format using Town of Pelham Drafting Standards; and,
- l) plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the Lots or Blocks.

30.6 The Developer shall provide the Director of Public Works with:

- a) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - 1. all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
 - 3. that there are no outstanding debts, claims, or liens in respect of such works.

30.7 The Developer shall provide the Town with the Maintenance Guarantee, as required by Section 38 hereof.

30.8 Subject to Sections 30.5, 30.6, 30.7 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Primary Services related to Town land has been completed in accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate for Primary Services.

31. SECONDARY SERVICES AND COMPLETION CERTIFICATE FOR SECONDARY SERVICES

31.1 With the exception of the asphalt surface course and the sodding/hydroseeding required by Sections 26.1 and 26.2, all Secondary Services, including hydroseeding and landscaping required by Sections 26.3 and 26.4, shall be completed within eighteen (18) months after the date of the registration of the Plan of Subdivision. The Director of Public Works may extend the time for completion of the Secondary Services or any of them for such length of time as they may deem necessary upon the written application of the Developer.

31.2 The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than thirty-six (36) months after issuance of the Completion Certificate for Primary Services or as directed by the Director of Public Works.

31.3 Secondary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Public Works or designate and the Completion Certificate for Secondary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Secondary Services.

31.4 The Town may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

31.5 Prior to the Director of Public Works approving the Completion Certificate for Secondary Services, the documentation listed in Sections 31.5 and 31.6 must be provided to the Director of Public Works in a single submission package.

Only one reduction shall be permitted prior to issuance of the final completion certificate.

The Developer's Consulting Engineer shall provide to the Director of Public Works:

- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and,
- b) if required, the original Drawings showing each of the said works" as constructed" together with electronic drawing files in AutoCAD format and PDF format using Town of Pelham Drafting Standards.

31.6 The Developer shall provide the Director of Public Works with a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:

- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
- b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
- c) that there are no outstanding debts, claims or liens in respect of such works.

31.7 Subject to Sections 31.5 and 31.6 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Secondary Services.

32. MAINTENANCE OF THE SUBDIVISION

32.1 Until the Town issues the Final Certificate of Completion of Services, the Town agrees to provide only snow plowing and sanding services on paved roads connected by paved road to a public roadway. The Developer shall provide all other services including, but not limited to, maintenance and repairs of sewers, water mains and appurtenances, storm water management facility, fencing (including silt fencing and control structures) and overland drainage systems. The Developer agrees that any service provided by the Town prior to actual acceptance of the roads by the Town shall not be deemed acceptance of the roads.

32.2 The Developer shall, at its own expense and to the satisfaction of the Director of Public Works, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Completion Certificate of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.

32.3 The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 32.2 or by the Town pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of said services, notwithstanding that the three (3) year period of maintenance provided under Section 32.2 may have elapsed.

32.4 The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Director of Public Works.

32.5 The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law.

- 32.6 The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Town for municipal purposes.
- 32.7 Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Town, the Director of Public Works, at their sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Town not reimbursed by the Developer forthwith may be collected by the Town in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 32.8 The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Final Certificate of Completion of Services and extend for a minimum of one (1) year or until the Director of Public Works approves the Final Certificate of Completion of Services whichever occurs last (this period is herein referred to as the "Maintenance Guarantee Period").
- 32.9 The Maintenance Guarantee Period for Primary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Primary Services. The Developer shall, at its own expense and to the satisfaction of the Director of Public Works, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Completion Certificate for Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 32.10 The Maintenance Guarantee Period for Secondary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Secondary Services. The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 32.2 or by the Town pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of the said services, notwithstanding that the three (3) year period of maintenance provided under Section 32.2 may have elapsed.

33. CERTIFICATE OF FINAL ACCEPTANCE

- 33.1 After the expiry of the maintenance period provided for in Section 32.3 hereof, the Town shall, subject to the compliance by the Developer with Section 33.3 hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement. Upon expiration of the three year Maintenance Guarantee Period for Primary Services or the one year Maintenance Guarantee Period for Secondary Services and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Town and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements of the Certificate of Final Acceptance have been met.
- 33.2 The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying they have found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not

earlier than seven days prior to the Director of Public Works approving the Certificate of Final Acceptance for Secondary Services.

- 33.3 The application, in writing, by the Developer for the Final Certificate of Completion of Services shall include the following:
- a) a statutory declaration in a form satisfactory to the Director of Public Works that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them; and,
 - b) a Certificate in a format acceptable to the Director of Public Works signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Town and the Plans as approved by the Director of Public Works.
- 33.4 If upon inspection of the Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works, the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- 33.5 The Director of Public Works may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct, or maintain any of the Works pursuant to this Agreement and the approved Plans.
- 33.6 The issuance by the Town of the Final Certificate of Completion of Secondary Services may be withheld until eighty-five percent (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Director of Public Works.
- 33.7 Upon the issuance of the Final Certificate of Completion of Primary and Secondary Services, the Director of Public Works shall recommend to Council that the Town assume by By-law the Primary and Secondary Services within the Plan of Subdivision as required to be constructed or installed under this Agreement.

34. ASSUMPTION OF MUNICIPAL SERVICES

The Developer hereby acknowledges that upon assumption by the Town of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the Town without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the Town by Council passing an Assumption By-law after the Director of Public Works approves the Certificate of Final Acceptance for Primary Services and the Certificate of Final Acceptance for Secondary Services.

35. BUILDING PERMITS AND OCCUPANCY

- 35.1 The Developer/Owner covenants and agrees not to apply for building permits until:
- a) all Primary Services (including roadways to base asphalt and curbs) have been completed and are operational and a Completion Certificate for Primary Services has been approved to the satisfaction of the Director of Public Works;
 - b) the Town has on file an approved Subdivision Grading Plan;
 - c) the Developer has completed the following grading works:

- i) rough grading of all Lots and Blocks to generally conform to the Subdivision Grading Plan;
 - ii) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Town for the Lands;
 - d) the Town has on file an approved Proposed Lot Grading Plan;
 - e) the Town is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) development fees at the prevailing rate as prescribed by the Town's Development Charges By-Law 3527 (2014) and amendments thereto;
 - ii) the Lot Grading Deposit;
 - iii) Building Permit application fee;
 - iv) Plumbing Permit application fee;
 - v) water meter fee;
 - vi) service main connection application and fee, if applicable; and,
 - vii) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Town and the Developer;
 - f) the Town's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
 - g) the Town is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
 - h) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-Law of the Town of Pelham, and the Development Charges By-Law of the Regional Municipality of Niagara, and the Development Charge of the Niagara District Catholic School Board; and,
 - i) the Developer/Owner has otherwise complied with all applicable law.
- 35.2 The Developer/Owner agrees to comply with the East Fonthill Secondary Plan Area Urban Design Guidelines. The building's licensed Architect/Designer shall provide their stamp and a statement on the submitted plans that indicates the building complies with the East Fonthill Secondary Plan Area Urban Design Guidelines.
- 35.3 Notwithstanding anything herein contained, the Town may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.
- 35.4 Prior to making any connections, if required, to existing municipal services the Developer/Owner shall submit to the Town, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the Town's Public Works Department.
- 35.5 The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as "a development charge" are characterized as:

- a) services installed or provided at the expense of the Developer within the Plan of Subdivision, as a condition of approval under Section 51 of the *Planning Act*; or
 - b) services denoted on approved Plans or specifically noted in the Agreement for which the Developer is making no claim for credits under the Development Charge By-law except as otherwise provided for under other agreements between the Town and the Developer; and,
 - c) are not charges related to development within the meaning of the *Development Charges Act, 1997* except as otherwise provided for under other agreements between the Town and the Developer.
- 35.6 Except as otherwise provided for under other agreements between the Town and the Developer, the Developer hereby releases and forever discharges the Town from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 35.7 The Developer/Owner may construct 20 model units once the following Primary Services are completed: roads (base coat asphalt), watermain, and sanitary sewers.
- 35.8 Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:
- a) until the Director of Public Works has approved the Completion Certificate for Primary Services;
 - b) until the Town has on file a Grading Conformance Certificate for the Lot; and,
 - c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.
- 35.9 The Developer/Owner agrees to pay all applicable permit fees and unless otherwise satisfied pursuant to the terms of other agreements between the Town and the Developer, any development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 35 herein, prior to a Letter of Occupancy being issued for said units.
- 35.10 All new homes constructed shall be equipped with water meters at the sole expense of the Developer/Owner.

36. TENDERS, INSURANCE, AND BONDING

- 36.1 If required by the Town, the Developer shall call for tenders for the Works in accordance with the Town's Procurement Policy. Where the Town requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Public Works.
- 36.2 Prior to commencement of any Works, the Developer shall, at its own expense, provide the Town with:
- a) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the Town as an additional insured in a form satisfactory to the Town as follows:
 - (i) a limit of liability of not less than five million dollars (\$5,000,000.00) or such greater amount as the Director of Public

Works deems advisable;

- (ii) inclusion of the Town, its agents and servants and the Regional Municipality of Niagara as additional named insureds;
 - (iii) a provision for cross liability in respect of the named insureds;
 - (iv) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage;
 - (v) completed operations coverage;
 - (vi) that sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Town; and
 - (vii) owner's protective coverage.
- b) a Certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and,
- c) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

37. SECURITY DEPOSITS AND REFUNDS

Security Deposits

- 37.1 The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all Town inspection charges, administrative and consulting fees, engineering and legal costs and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments, in a form satisfactory to the Town, on accounts of aforesaid costs, charges and fees in accordance with Schedule "F" annexed hereto prior to execution of this Agreement by the Town. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the Town. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Town returns the Letter of Credit in accordance with the provisions of this agreement.
- 37.2 The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Town may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 37.3 The Developer acknowledges and agrees that the Town reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Town determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Town will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Town has sufficient security to ensure that such work will be completed.

- 37.4 Whenever in this Agreement a Letter of Credit is required to be filed with the Town, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Town as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 37.5 The Developer acknowledges that upon the transfer of any ownership of the Lands, the Town will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Town.
- 37.6 The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Engineer shall provide the Town with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and to cover Town inspection charges, engineering, administrative, legal, and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "F" annexed hereto. If in the opinion of the Town the cost estimate does not reflect current costs, the Town reserves the right to modify the estimate.
- 37.7 From time to time, upon written request, the Developer's Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Public Works may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "F" annexed hereto by twenty percent (20%) of the original estimates or tender costs and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within fourteen (14) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.
- 37.8 Whereas the East Fonthill Secondary Plan shows land for parkland on lands to the west also owned by the developer; and whereas the Developer is required to fulfill the requirements of Parkland Dedication prior to the registration of the Plan of Subdivision, the Developer agrees to provide a security deposit equal to 5% of the appraised value of the land (please refer to Schedule F) for cash-in-lieu of parkland less the lands to be conveyed to the Town for park purposes (Blocks 52 and 53). The security deposit shall be provided for a period of no more than 5 years or until a Plan of Subdivision is registered for the lands to the west and land for parkland dedication is transferred to the Town. In the event that the Plan of Subdivision is not registered for the lands to the west within 5 years of the registration of the Plan of Subdivision for Saffron Meadows, the Town will draw on the letter of credit for the amount calculated for cash-in-lieu of parkland dedication and deposit the funds as cash-in-lieu of parkland dedication.

Cash Payments

- 37.9 Prior to the execution of this Agreement by the Town, as security for payment of services to be rendered by the Town and its agents as required by this Agreement, and for presently outstanding payments owing to the Town, the Developer shall, in accordance with Schedule "F" annexed hereto, deposit with the Town cash payment and cash security as set out in Schedule "F", which security shall include, but not be limited to the following:
- a) a cash amount to secure the Town's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws in accordance with the Town's applicable

Fees and Charges By-law.

- b) a cash amount to cover the Town's cost to supply and install street name and traffic control signage at the rate of five hundred dollars (\$500.00) per sign; and
- c) a cash amount to cover all arrears of taxes and all current taxes and all local improvement charges assessed against the Lands described in Schedule "A" annexed hereto.

Letters of Credit

37.9 Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Town a Letter of Credit drawn upon a chartered bank in favour of the Town and in a form satisfactory to the Treasurer, in an amount approved by the Director of Public Works and/or Director of Community Planning and Development, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Town in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

- (1) payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus one hundred and twenty percent (120%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "F" annexed hereto; and,
- (2) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Town pursuant to this Agreement.

37.10 The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Director of Public Works, plus one hundred and twenty percent (120%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 38 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Town. In such an instance, the amount of the Letter of Credit may, at the sole discretion of the Director of Public Works be reduced to an amount equal to the total of all amounts set out above. Only one reduction shall be permitted prior to issuance of the final completion certificate. Such reduction shall be based on the following:

- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
- (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Director of Public Works and/or Director of Community Planning and Development; and,
- (3) proof of payment in a form satisfactory to the Director of Public Works and/or Director of Community Planning and Development of the amounts paid on account of the completed Works to the date of the application for reduction.

37.11 Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of the *Construction Lien Act*.

37.12 The Developer shall pay the cost of the Works and the fees of the Developer's

38. MAINTENANCE GUARANTEE

- 38.1 The Letter of Credit deposited by the Developer pursuant to Section 37 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Works by the Town, at the Director of Public Works discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "F") plus one hundred and twenty per cent (120%) of the value, as estimated by the Director of Public Works, of any uncompleted Works and such Letter of Credit shall be retained by the Town as a Maintenance Guarantee to guarantee the workmanship and materials of the Works until such time as the maintenance guarantee periods as provided for in Sections 32.2 and 32.3 have both expired.
- 38.2 The Letter of Credit may be realized upon by the Town if the Developer defaults in any payment or condition contained herein.
- 38.3 The Developer shall be conclusively deemed to be in breach of the covenant if, in the case of the cost of the Works or the fees of the Owner's/Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Director of Public Works in accordance with Section 39.2 hereof.

39. DEFAULT

- 39.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Developer is in default.
- 39.2 Notice of such default ("Notice of Default") shall be given by the Town and if the Developer does not remedy such default within such time as provided in the notice, the Town may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.
- 39.3 Upon Notice of Default having been given, the Town may require all work by the Developer, their servants, agents, independent contractors, and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.
- 39.4 Upon Notice of Final Default having been given to the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- a) enter upon the Lands shown on the Plan of Subdivision by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
 - b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - c) retain any sum of money heretofore paid by the Developer to the Town for any purpose and apply the same in payment or part payment for any work which the Town may undertake;
 - d) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;

- e) bring action to compel specific performance of all or any part of this Agreement or for damages;
- f) add any costs incurred by the Town to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
- g) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

39.5 Developer shall be deemed to be in Final Default if:

- a) the Town receives written notice from the Bank of its intension to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the Town receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Town is being altered, cancelled, or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (20) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond, or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the Town, replacement security deposits; or,
- f) the Developer fails to increase security as required by the provisions of this Agreement.

40. INDEMNIFICATION

Until the Town passes a By-law assuming the Streets shown on the Plan, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Town from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Director of Public Works; and,
- b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and,
- c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused.

41. COVENANTS THAT RUN WITH THE LAND

The Developer and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".

42. NOTICE

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed, in the

case of the Town to:

Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

and in the case of the Developer to:

Hert Inc.
Attn: Richard DeKorte
273 Welland Road
Pelham, ON L0S 1C0

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

43. SCHEDULES

The Schedules annexed hereto, being Schedules “A” to “I” inclusive, are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

44. SPECIAL PROVISIONS

The Developer shall undertake and complete all other special provisions to this Agreement, as outlined in Schedule "H" which forms part of this Agreement.

45. NUMBER AND GENDER

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- a) Words in the singular number include the plural and such words shall be construed as if the plural had been used;
- b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and,
- c) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

46. BINDING EFFECT

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

IN WITNESS WHEREOF THE Parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

) **HERT INC.**
)
)
) Print Name: _____
)
)
) Signature: _____
)
) ☐ I have authority to bind the Corporation.
)

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

Dave Augustyn, Mayor

Nancy J. Bozzato, Clerk

SCHEDULE "A"

LEGAL DESCRIPTION

64067-XXXX

Part of Lot 171, Geographic Township of Thorold; Town of Pelham, Regional Municipality of Niagara; Parts 1-41 and Blocks 42-59 on Plan 59M-XXXXX.

SCHEDULE "B"

LANDS CONVEYED FOR PUBLIC PURPOSES

All references to Blocks and Lots relate to 59M-_____.

The Developer shall convey free and clear of all encumbrances and at its own expense the following lands to The Corporation of the Town of Pelham:

1. Blocks 48 and 50 for storm water management facilities.
2. Block 49 for the watercourse.
3. Blocks 52 and 53 for park purposes as 6.0 m wide trail blocks.
4. Blocks 55, 56, 57, 58 and 59 for 0.3 metre reserve.

The Developer shall convey free and clear of all encumbrances and at its own expense the following lands to The Corporation of the Regional Municipality of Niagara:

1. Block 54 for 3.0 metre road widening of Regional Road 54 (Rice Road).
2. Parts 7, 8 and 14 on plan 59R-16039, for temporary waste collection access purposes.

SCHEDULE "C"

REQUIRED MUNICIPAL EASEMENTS

All references to Parts, Blocks, and Lots relate to 59R- _____.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Town of Pelham; over, under and through:

1. Part 1, part of Lot 22, for storm water purposes
2. Part 2, part of Lot 23, for storm water purposes
3. Part 3, part of Lot 26, for storm water purposes
4. Part 4, part of Lot 27, for storm water purposes
5. Part 5, part of Lot 29, for storm water purposes
6. Part 6, part of Lot 30, for storm water purposes
7. Part 7, part of Lot 31, for storm water purposes
8. Part 14, part of Lot 6, for storm water purposes
9. Part 15, part of Lot 5, for storm water purposes
10. Part 16, part of Lot 62, for storm water purposes
11. Part 17, part of Lot 63, for storm water purposes
12. Part 18, part of Lot 66, for storm water purposes
13. Part 19, part of Lot 67, for storm water purposes
14. Part 20, part of Lot 69, for storm water purposes
15. Part 21, part of Block 73, for storm water purposes
16. Part 22, part of Block 74, for storm water purposes

SCHEDULE "D"

REQUIRED UTILITY EASEMENTS

All references to Parts, Blocks, and Lots relate to 59R- _____.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to N/A; over, under and through:

SCHEDULE "E"

LIST OF APPROVED DRAWINGS

1. General Notes and Details Plan, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-GND, or the latest revision thereof.
2. Saffron Meadows General Servicing Plan 1, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-GSP1, or the latest revision thereof.
3. Saffron Meadows General Servicing Plan 2, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-GSP2, or the latest revision thereof.
4. Saffron Meadows, Walker Rd from Rice Rd to 0+200 Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP1, or the latest revision thereof.
5. Saffron Meadows, Swan Ave from Walker Road to Myrtle Street Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP2, or the latest revision thereof.
6. Saffron Meadows, Swan Ave from Myrtle Street to 0+420 Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP3, or the latest revision thereof.
7. Saffron Meadows, Lymburner Street from Swan Ave to Acacia Road Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP4, or the latest revision thereof.
8. Saffron Meadows, Acacia Road from Lymburner Street to 0+400 Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP5, or the latest revision thereof.
9. Saffron Meadows, Myrtle Street from Rice Road to Swan Ave Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP6, or the latest revision thereof.
10. Saffron Meadows, South Stormwater Management Facility from 0+000 to 0+240 Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP7, or the latest revision thereof.
11. Saffron Meadows, North Stormwater Management Facility from 0+000 to 0+160 Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP8, or the latest revision thereof.
12. Saffron Meadows, Storm Sewer from Walker Rd to Lymburner St to Myrtle St Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-PP9, or the latest revision thereof.
13. Saffron Meadows, Channel from (STA 0+600) to STA 0+920) Channel Plan and Profile, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-CH3, or the latest revision thereof.
14. Saffron Meadows, Grading Plan 1, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-GP1, or the latest revision thereof.
15. Saffron Meadows, Grading Plan 2, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-GP2, or the latest revision thereof.
16. Saffron Meadows, Streetscape Plan 1, prepared by Upper Canada Consultants,

dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-SS1, or the latest revision thereof.

17. Saffron Meadows, Streetscape Plan 2, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-SS2, or the latest revision thereof.
18. Saffron Meadows North and South SWM Facility's Landscape Plan, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-SWMLS, or the latest revision thereof.
19. Saffron Meadows, Channel Landscape Plan 1, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-LS1, or the latest revision thereof.
20. Saffron Meadows, Sanitary Drainage Area Plan, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-SANDA, or the latest revision thereof.
21. Saffron Meadows, Storm Drainage Area Plan, prepared by Upper Canada Consultants, dated May 1, 2018, revised May 1, 2018, as Drawing No. 0478-STMDA, or the latest revision thereof.
22. Saffron Meadows, Phase 1 and 2 Streetlighting System, prepared by RTG Systems Inc., dated August 11, 2017 and revised to March 26, 2018, as Drawing No. SL-1, or the latest revision thereof.

SCHEDULE "F"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

PRIMARY SERVICES				
General grading			\$73 700.00	
Sanitary system			\$256 946.45	
Water system			\$205 780.00	
Storm system			\$957 116.05	
Block #49 Channel works			\$377 007.40	
Block #86 Stormwater Management Facility			\$289 171.50	
Block #88 Stormwater Management			\$128 725.30	
Preliminary Roads			\$371 590.00	
Street lights			\$85 850.00	
Subtotal for Primary Security Purposes			\$2 745 886.70	
Contingencies (5%)			\$137 294.34	
Engineering (10%)			\$274 588.67	
Subtotal Primary Servicing, Engineering and Contingency			\$3 157 769.71	
TOTAL PRIMARY SERVICES COST			\$3 157 769.71	
Letter of Credit for Primary Services (20%)			\$631 553.94	(1)
SECONDARY SERVICES				
Hot mix asphalt including clearing and sweeping, flushing, removal of filets, padding and adjustments of manholes, water valves and appurtenances			\$81 600.00	
Concrete sidewalk including wheelchair ramps			\$102 200.00	
Tactile warning strips			\$3 500.00	
Asphalt driveway aprons			\$67 200.00	
Topsoil and sod boulevards			\$20 900.00	
Tree planting	67	Each \$375	\$25 125.00	
Curb and Gutter at catchbasins or double catchbasins			\$10 500.00	
Subtotal for Secondary Security Purposes			\$311 025.00	
Contingencies (5%)			\$15 551.25	
Engineering (10%)			\$31 102.50	
Subtotal Secondary Servicing, Engineering and Contingency			\$357 678.75	
TOTAL SECONDARY SERVICES COST			\$357 678.75	
Letter of Credit for Secondary Services (120%)			\$429 214.50	(2)
Parkland Dedication (3.22% of Value of Phase 1 Land)			\$387 044.00	(3)
TOWN FEES				
Town Administration Fee- Subdivision Agreement Fee			\$46 564.90	(4)
Final Approval of a Draft Plan of Subdivision Fee			\$1 620.00	(5)
Singer's Drain Allotment	8.24 ha	\$1 200 /ha	\$9 888.00	(6)
Street Signs	11	each \$500	\$10 500.00	(7)
Traffic Signs- stop signs	4	each \$500	\$2 000.00	(8)
Reinstatement of Temporary Turning Bulbs	2	each\$3000	\$6 000.00	(9)
Boulevard Trees- Rice & Port Robinson Roads	32	each \$500	\$16 000.00	(10)
Wayfinding Signage for Off Road Trail	2	Each \$250	\$500.00	(11)
Benches for Off Road Trail	3	Each \$4000	\$12 000.00	(12)
SUMMARY			\$105 072.90	
LETTER OF CREDIT REQUIRED (1)+ (2) + (3)			\$ 1 447 812.44	
CASH PAYMENT REQUIRED (4) + (5) + (6) + (7) + (8) + (9) + (10) + (11) + (12)			\$105 072. 90	

SCHEDULE "G"

SPECIAL PROVISIONS

1. All references to Lots and Blocks in this Agreement are to be the Plan of Subdivision (59M - ____) and all references to Easements in this Agreement are to be the Compiled Easement Plan (59R- ____).
2. Prior to registration of this Agreement by the Town, the Developer shall file with the Director of Community Planning and Development, an Ontario Land Surveyor's Certificate verifying all Lots as laid out on the Proposed Plan of Subdivision meet or exceed the minimum Lot area and Lot frontage provisions of the Town's Zoning By-law.
3. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

"All Works within the Subdivision, including but not limited to storm sewers, sanitary sewers, watermain, roads, curbs and gutters, street lighting and drainage works and swales, are contracted by the Developer. The Developer is obligated to maintain the Works in accordance with the Agreement and Plans registered on title."
4. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

"The lands in the Subdivision are subject to the payment of development charges which are payable prior to the issuance of a building permit."
5. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

"All building roof downspouts and sump pump discharge within this subdivision shall discharge only to ground surface via splash pads to either side or rear yards, with no direct connection to the storm sewer or discharge directed to the driveway or roadway."
6. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

"Public sidewalk construction at the Developer's expense shall be in accordance with the terms of the Subdivision Agreement and the approved plans on file at the Town."
7. The Developer acknowledges and agrees that all offers and agreements of purchase and sale the following clause:

"The Developer shall be responsible for installing paved driveway aprons (maximum 6.0m wide) from curb to the property line or from the curb to the sidewalk within municipal road allowances."
8. The following warning clause regarding all the lots within the subdivision shall hereby be registered on title to the lands:

"All persons intending to acquire an interest in the real property by purchase or lease on this development are advised of the presence of a storm water management facility which will be subject to storm water flows and periodic flooding due to seasonal rainfall and snowmelt. Portion of these lands may be impacted by fast flowing water, ponding, insect and animal habitat and odours associated with their designed use."

9. The Developer shall co-ordinate the preparation of an overall utility distribution plan and make arrangements to the satisfaction of all affected authorities for the provision of underground utility services internal and external to this development.
10. The Developer shall enter into any agreement as required by utility companies for installation of services, including street lighting, all in accordance with the standards of the Town of Pelham. All utilities servicing the subdivision shall be underground. Upon installation and acceptance by the Town, streetlights and streetlight electrical supply system will be added to the Town's inventory.
11. The Developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
12. The Developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential home owners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post, and the location of sidewalks and land uses within the subdivision.
13. The Developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected home owners of any established easements granted to Canada Post to permit access to the Community Mail Box.
14. The Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
15. The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - a) A concrete pad(s) (consult Canada Post for detailed specifications); and,
 - b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
16. The Developer agrees that sidewalks will be constructed along all collector streets to facilitate student travel to the school/bus stop locations.
17. The Developer shall submit to the Niagara Peninsula Conservation Authority for review and approval, detailed grading, storm servicing, storm water management, channel design, landscape, and construction sediment control plans.
18. The Developer shall obtain a Work Permit from the Niagara Peninsula Conservation Authority prior to beginning any work related to channel realignment. In support of the Work Permit application, the following information will be required:
 - a. The natural channel design shall be consistent with the design contained in the "Channel Plan and Profile – Saffron Meadows" (Prepared by Upper Canada Consultants and dated November 8, 2017) and the "Preliminary Storm Water Management Plan- The Village of East Fonthill" (Prepared by Upper Canada Consultants and dated April 2014) and supported by the "Watercourse Realignment

Feasibility Assessment—Village of East Fonthill” (prepared by LCA Environmental Consultants and dated April 28, 2014).

- b. A landscape plan demonstrating adequate riparian planting to ensure a naturalized watercourse corridor.
 - c. Any other information as may be determined at the time a Work Permit application is submitted to the Niagara Peninsula Conservation Authority.
19. The Developer shall acknowledge that vegetation removal associated with clearing, site access and staging should occur outside the key breeding bird period identified by Environment Canada for migratory birds to ensure compliance with the Migratory Birds Convention Act (MBCA), 1994 and Migratory Bird Regulations (MBR). Vegetation removal should be undertaken outside the breeding season for migratory birds (March 15 and August 31). For any proposed clearing of vegetation within this timeframe a nest survey should be completed by a qualified avian biologist prior to commencement of works to identify and locate active nests of species covered by the MBCA. This should include the development of a mitigation plan to address any potential impacts on migratory birds and their active nests.
20. Prior to final approval for registration of this plan, the Developer shall submit the design drawings (with calculations) for the sanitary and storm drainage systems required to service this development and obtain Environmental Compliance Approval from the Ministry of Environment and Climate Change under the Transfer of Review Program to the satisfaction of the Niagara Region Planning and Development Services Department. (Note: Any new storm sewer outlet to a creek or storm water management scheme designed for quantity control/quality improvement will require the direct approval of the Ministry of the Environment and Climate Change – Approvals Branch, Toronto Office).
21. The Developer shall obtain, through an application by the Town, approval from the Niagara Region for any connections to the Region’s trunk sanitary sewer within Regional Road 54 (Rice Road).
22. The Developer shall provide a written acknowledgement to the Niagara Region Planning and Development Services Department stating that draft approval of this subdivision does not include a commitment of servicing allocation by the Niagara Region as servicing allocation will not be assigned until the plan is registered and that any pre-servicing will be at the sole risk and responsibility of the owner.
23. The Developer shall provide a written undertaking to the Niagara Region Planning and Development Services Department stating that all Offers and Agreements of Purchase and Sale or Lease, which may be negotiated prior to registration of this subdivision, shall contain a clause indicating that servicing allocation for the subdivision will not be assigned until the plan is registered, and a similar clause be inserted in the subdivision agreement between the owner and the Town.
24. The Developer shall dedicate, free and clear of mortgages, liens and other encumbrances, and agrees to pay for all associated costs related to a 3 metre road widening (Blocks 54 & 41) to the Niagara Region along Regional Road 54 (Rice Road) abutting the subdivision, to the satisfaction of the Niagara Region Planning and Development Services Department.
25. The Developer shall dedicate, free and clear of mortgages, liens and other encumbrances, and agrees to pay for all associated costs related to minimum 4.5 metre daylighting triangles to the Niagara Region at the intersections of Port Robinson Road, Myrtle Street and Walker Road with Regional Road 54 (Rice Road) to the satisfaction of the Niagara Region Planning and Development Services Department.

26. The Developer shall convey free and clear of all encumbrances and at its own expense, easements to the Niagara Region, over, under and through, Parts 7, 8 and 14 on plan 59R-16039, for temporary waste collection access purposes”.
27. Prior to any construction taking place within the Regional road allowance, the Developer shall obtain a Regional Construction Encroachment and/or Entrance Permit.
28. The subdivision agreement between the Developer and the Town contain a provision whereby the Developer agrees to obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the completion of the development.
29. The following warning clause shall be included in the subdivision agreement and inserted in all Offers and Agreements of Purchase and Sale or Lease for Lots 1 and 41 and the east townhouse units on Blocks 42 and 51:

“Purchasers/Tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road uses may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of Environment.”
17. The subdivision agreement contain provisions whereby the owner agrees to implement the ventilation recommendations contained in the Noise Feasibility Study prepared by HCG Engineering (dated June 13, 2014) for the Saffron Meadows draft plan of subdivision for the provision of forced air ventilation systems with ductwork sized for the future installation of central air conditioning by the occupant for Lots 1 and 41 and the east townhouse units on Blocks 42 and 51.
18. The subdivision agreement between the Developer and the Town contain the following clause:

“Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport (London: 519-675-7742) and Mayer Heritage Consultants Inc. [Developer’s archaeology consultant] shall be notified immediately. In the event that human remains are encountered during construction, the owner should immediately notify the police or coroner, the Register of Cemeteries of the Ministry of Small Business and Consumer Services (Toronto: 416-326-8392), the Ministry of Tourism, Culture and Sport and Mayer Heritage Consultants Inc. [Developer’s archaeology consultant].”
19. The following warning clause shall be included in the subdivision agreement and inserted in all Offers and Agreements of Purchase and Sale/Lease for each dwelling unit:

“The lands in the plan of subdivision may be exposed to noise, odour and dust from nearby agricultural operations and agricultural-related traffic that may occasionally interfere with some activities of the owners who may occupy these lands.”
20. The road design of the subdivision and any potential staging/phasing of the plan shall ensure through access or turnaround areas in accordance with Regional waste collection policy to the satisfaction of the Niagara Region Planning and Development Services Department.
21. The Developer agrees to pay its allotment for the Singer’s Drain improvements at a rate of \$1 200 /ha for a total payment of \$10 200.00.

SCHEDULE "H"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Developer shall cause to be Registered against all Lots in the Subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Lot grading plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said Lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He/she shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Subdivision are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod/hydroseed the lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

SCHEDULE "H"

BUILDING RESTRICTIONS

(To be included in all Deeds)
(Continued)

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3994 (2018)

Being a by-law to set the rates of taxation for the year 2018.

WHEREAS Section 312 of the Municipal Act, S.O. 2001, c.25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

AND WHEREAS Section 307 and 308 of the said Act requires tax rates to be established in the same proportion to tax ratios;

AND WHEREAS tax ratios for prescribed property classes for the 2018 taxation year have been set by the Regional Municipality of Niagara;

AND WHEREAS the Regional Municipality of Niagara has by by-law set the tax rates, pending tax ratios and tax rate reductions for Region, Waste Management and Education purposes;

AND WHEREAS the Council of the Corporation of the Town of Pelham passed By-law #3954 (2018) to adopt estimates of all sums required by the Corporation for the year 2018;

AND WHEREAS the 2018 adjustments for the capped classes have been determined;

AND WHEREAS it is necessary for the Council of the Corporation of the Town of Pelham, pursuant to the Municipal Act, to levy on the whole rateable property according to the last revised assessment roll for The Corporation of the Town of Pelham the sums set forth for various purposes in Schedule "A" hereto attached for the current year;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT for 2018, the Corporation of the Town of Pelham shall levy upon the whole rateable properties, the rates of taxation on the current value assessment for general purposes as set out in Schedule "A" attached hereto and forming part of this by-law.

- (2) THAT the levy provided for in Schedule "A" attached to this by-law shall be reduced by the amount of the interim tax levy for 2018 and the balance shall be due and payable in two instalments – June 29th, 2018 and September 28th, 2018.
- (3) THAT a penalty of 1.25% of the amount of each instalment shall be imposed on the first day of default and on the first day of each calendar month thereof in which default continues until taxes are paid as prescribed by Subsections 345 (1), (2) & (3) of the Municipal Act, S.O. 2001, c.25.
- (4) THAT the Treasurer of the Corporation of the Town of Pelham shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the treasurer in writing to send the bill to another address, in which case it shall be sent to that address, at least 21 days before any taxes shown on the tax bill are due.
- (5) THAT all monies raised, levied or collected under authority of this by-law shall be paid into the hands of the Town Treasurer, to be applied and paid to such persons and corporations and in such manner as the laws of Ontario and the by-laws or resolutions of the Council direct.
- (6) THAT this by-law shall come into force and effect upon the final day of passing thereof.

ENACTED, SIGNED & SEALED THIS
7th DAY OF MAY, 2018 A.D.

MAYOR D. AUGUSTYN

TOWN CLERK NANCY J. BOZZATO

PROPERTY CLASS	2018 Property Assesment Value	2018 Tax Ratios	Weighted Assessment	Town of Pelham		Regional						Education		2018 Total	
				Tax Rate	Levy	General Tax Rate	Tax Levy	Waste Management	Tax Levy	Total Tax Rate	Total Levy	Tax Rate	Tax Levy	Tax Rate	Tax Levy
RESIDENTIAL/FARM	2,291,395,631	1	2,291,395,631	0.00492992	\$ 11,296,397.15	0.00567079	\$ 12,994,023.43	0.00046052	\$ 1,055,233.52	0.00613131	\$ 14,049,256.95	0.0017000	\$ 3,895,372.57	0.0127612300	\$ 29,241,026.67
MULTI - RESIDENTIAL	17,482,000	1.97	34,439,540	0.00971194	\$ 169,784.18	0.01117146	\$ 195,299.40	0.00090722	\$ 15,860.10	0.01207868	\$ 211,159.50	0.0017000	\$ 29,719.40	0.0234906231	\$ 410,663.07
NEW MULTI-RESIDENTIAL		1	-	0.00492992	\$ -	0.00567079	\$ -	0.00046052	\$ -	0.00613131	\$ -	0.0017000	\$ -	0.0127612300	\$ -
COMMERCIAL OCCUPIED	80,870,766	1.7349	140,302,692	0.00855292	\$ 691,681.05	0.00983825	\$ 795,627.10	0.00079896	\$ 64,612.20	0.01063721	\$ 860,239.30	0.0109000	\$ 881,491.35	0.0300901279	\$ 2,433,411.69
COMMERCIAL EXCESS LAND		1.21443	-	0.00598704	\$ -	0.00688678	\$ -	0.00055927	\$ -	0.00744605	\$ -	0.0076300	\$ -	0.0210630895	\$ -
COMMERCIAL VAC LAND	3,150,670	1.21443	3,826,268	0.00598704	\$ 18,863.20	0.00688678	\$ 21,697.96	0.00055927	\$ 1,762.07	0.00744605	\$ 23,460.04	0.0076300	\$ 24,039.61	0.0210630895	\$ 66,362.84
INDUSTRIAL OCCUPIED	2,919,272	2.63	7,677,685	0.01296569	\$ 37,850.37	0.01491418	\$ 43,538.54	0.00121117	\$ 3,535.73	0.01612535	\$ 47,074.27	0.0134000	\$ 39,118.24	0.0424910349	\$ 124,042.89
INDUSTRIAL VAC LAND	119,550	1.841	220,092	0.00907598	\$ 1,085.03	0.01043992	\$ 1,248.09	0.00084782	\$ 101.36	0.01128774	\$ 1,349.45	0.0093800	\$ 1,121.38	0.0297437244	\$ 3,555.86
PIPELINES	16,213,500	1.7021	27,596,998	0.00839122	\$ 136,050.99	0.00965225	\$ 156,496.78	0.00078385	\$ 12,708.97	0.01043610	\$ 169,205.75	0.0109000	\$ 176,727.15	0.0297273196	\$ 481,983.90
FARMLANDS	143,204,190	0.25	35,801,048	0.00123248	\$ 176,496.30	0.00141770	\$ 203,020.22	0.00011513	\$ 16,487.10	0.00153283	\$ 219,507.32	0.0004250	\$ 60,861.78	0.0031903075	\$ 456,865.40
MANAGED FORESTS	1,961,922	0.25	490,481	0.00123248	\$ 2,418.03	0.00141770	\$ 2,781.41	0.00011513	\$ 225.88	0.00153283	\$ 3,007.29	0.0004250	\$ 833.82	0.0031903075	\$ 6,259.13
TOTAL ASSESSMENT FOR TAX PURPOSES	2,557,317,501		2,541,750,434		\$ 12,530,626.30		\$ 14,413,732.95		\$ 1,170,526.91		\$ 15,584,259.86		\$ 5,109,285.31		\$ 33,224,171.46

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3995(2018)

Being a by-law to adopt, ratify and confirm the actions of the Council at its
regular meeting held on the 7th day of May, 2018.

WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, Chapter M.25, as amended, provides that, except if otherwise authorized, the powers of Council shall be exercised by by-law;

AND WHEREAS it is deemed desirable and expedient that the actions of the Council as herein set forth be adopted, ratified and confirmed by by-law;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) (a) The actions of the Council at its meeting held on the 7th day of May, 2018, including all resolutions or motions approved, are hereby adopted, ratified and confirmed as if they were expressly embodied in this by-law.
- (b) The above-mentioned actions shall not include:
- (I) any actions required by law to be taken by resolution, or
- (II) any actions for which prior Ontario Municipal Board approval is required, until such approval is obtained.
- (2) The Mayor and proper officials of the Corporation of the Town of Pelham are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
- (3) Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of the Corporation of the Town of Pelham to all documents necessary to give effect to the above-mentioned actions.
- (4) THAT this by-law shall come into force on the day upon which it is passed.

READ, ENACTED, SIGNED AND SEALED

THIS 7th DAY OF MAY, 2018 A.D.

MAYOR DAVE AUGUSTYN

TOWN CLERK, NANCY J. BOZZATO