

## **REGULAR COUNCIL AGENDA**

**C-05/2020 - Regular Council**

**Monday, March 23, 2020**

**5:30 PM**

**Town of Pelham Municipal Office - Council Chambers**

**20 Pelham Town Square, Fonthill**

Doors will be open to the public at 5:15 pm. If you require any accommodation 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. Rules of Decorum apply to observers.

---

### **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**
  - 5.2 Delegations**

- 5.2.1 Cannabis Control Committee**

**6 - 47**

Presentation of Updated Odorous Industries By-law

5.3 Report of Regional Councillor

6. Adoption of Minutes

6.1 C-04/2020 Regular Council Minutes of March 2, 2020 48 - 58

6.2 SC-03/2020 Special Council Minutes - February 24, 2020 59 - 63

6.3 SC-04/2020 - Special Council Minutes March 2, 2020 64 - 66

7. Business Arising from Council Minutes

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

9. Consent Agenda Items to be Considered in Block

9.1 Presentation of Recommendations Arising from COW or P&P, for Council Approval

9.2 Minutes Approval - Committee

9.3 Staff Reports of a Routine Nature for Information or Action

9.3.1 2019 Council and Board Remuneration, 2020-0031- Corporate Services 67 - 71

9.4 Action Correspondence of a Routine Nature

9.5 Information Correspondence Items

9.5.1 Ministry of Municipal Affairs and Housing - Provincial Policy Statement, 2020 72 - 73

9.5.2 Summerfest Wins Top 100 Festivals in Ontario for Sixth Year In A Row 74 - 74

9.5.3 2019/2020 Gas Tax Program Funding Allocation - Ministry of Transportation Ontario 75 - 76

9.6 Regional Municipality of Niagara - Action Items

## **9.7 Committee Minutes for Information**

### **9.7.1 Cannabis Control Committee Minutes 77 - 85**

December 11, 2019

January 8, 2020

January 15, 2020

### **9.7.2 Mayors Youth Advisory Council Minutes 86 - 88**

December 17, 2019

### **9.7.3 Committee of Adjustment Minutes**

November 5, 2019

## **10. Items for Separate Consideration, if Any**

## **11. Presentation & Consideration of Reports**

### **11.1 Reports from Members of Council:**

### **11.2 Staff Reports Requiring Action**

#### **11.2.1 Zoning By-law Amendment - 695 Quaker Rd (AM-09-19) Recommendation Report, 2020-0040-Planning 89 - 114**

#### **11.2.2 2020 Gypsy Moth Aerial Spray Program, 2020-0039-Public Works 115 - 124**

#### **11.2.3 The Town of Pelham's Enhanced and Optional Enhanced Waste Collection Services, 2020-0044-Public Works 125 - 135**

## **12. Unfinished Business**

## **13. New Business**

## **14. Presentation and Consideration of By-Laws 136 - 227**

1. By-law 4208(2020) - Being a by-law authorizing the implementation of a 2020 spray program respecting the gypsy moth, and to Repeal and Replace By-law 4106(2019)

2. By-law 4209(2020) - Being a by-law to amend Zoning By-law 1136 (1987), as amended, for lands located on the south side of Quaker Road, west of Clare Avenue, municipally known as 695 Quaker Road. The Zoning By-law Amendment rezones the lands from the Residential 1 (R1) Zone to a site-specific Residential 2 (R2) and Residential Multiple 1 (RM1-281{H}). Janusz Szymala, Pawel Ryzlak. File No. AM-09-19

3. By-law 4210(2020) - Being a by-law to Authorize the Execution of Grant Funding Agreements between the Town of Pelham and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing, Relating to Funding Provided as follows: (1) \$49,354.00 – Public Works Operational Review; (2) - \$39,534.00 – Savings and Efficiencies Review with the City of Port Colborne, the Townships of Wainfleet and West Lincoln, and the Town of Pelham; and (3) \$19,425.00 – Review of Current Information Technology Services with the Township of Wainfleet

4. By-law 4202(2020) - Being a by-law to regulate certain matters and nuisances related to odorous industrial facilities.

5. By-law 4211(2020) - Being a by-law to appoint Jason Longhurst and Andrew McMurtrie as Provincial Offences Officers for the Corporation of the Town of Pelham.

6. By-law 4214(2020) - Being a by-law to authorize the execution of an Agreement with Her Majesty The Queen In Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario - Dedicated Gas Tax Funds 2019-2020 and to Repeal and Replace By-law #4067(2019).

**15. Motions and Notices of Motion**

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

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

**18. Resolution to Move in Camera**

Pursuant to the Municipal Act,



Subsection 239(2)(c) proposed or pending acquisition or disposition of land by the municipality or local board; and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Subsection 239(2)(e) - litigation or potential litigation (1 item)

Subsection 239(2)(b) - personal matters about an identifiable individual including municipal or local board employees (1 item)

Subsection 239(2)(b) - personal matters about an identifiable individual including municipal or local board employees; and 239(2)(d) labour relations or employee negotiations (1 item)

**19. Rise From In Camera**

**20. Confirming By-Law**

228 - 228

**21. Adjournment**

## REQUEST TO APPEAR BEFORE COUNCIL FOR THE TOWN OF PELHAM

NAME: Tim NOHARAADDRESS: PO Box 366POSTAL CODE: L0S 1E0TELEPHONE #: 905-329-1875E-MAIL ADDRESS: timnara@accipiteradars.com

The Council Chambers Is equipped with a laptop and projector. Please Check your audio/visual needs:

☒ Laptop    ☐ Speaker    ☐ Internet Connection

PLEASE INDICATE THE DATE OF THE COUNCIL MEETING YOU WISH TO ATTEND AS A DELEGATION:

Regular Council: 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month; 5:30 p.m. (except summer schedule)DATE: 23 March 2020

Please identify the desired action of Council that you are seeking on this issue:

Approval of the Odorous Industries Nuisance By-law (OINBL)  
developed by the Cannabis Control Committee (CCC)

I have never spoken on this issue before. Key points of my deputation are as follows:

**(Written presentation must accompany the request)**
Please see the attached Recommendation Report with OINBL at Appendix C.  
I will review the Report and OINBL. These are updated and new.  
I will answer questions on behalf of CCC

In accordance with the Procedure By-law, Requests to Appear before Council with respect to a matter already on Council's Agenda shall submit a written request to the Clerk no later than 12:00 noon, eight business days prior to the meeting of Council. Delegation requests to address Council on matters not already on the Agenda of Council must be submitted at least fourteen (14) days before the date and time of the Meeting of Council. Delegations shall only be heard at regular Meetings of Council, unless specifically invited by Council to a Meeting of a Committee of Council.

**All requests must include a copy of the presentation materials as detailed in the deputation protocol. Failure to provide the required information on time will result in a deferral or denial. Delegations are limited to ten (10) minutes.**

I have read and understand the deputation protocol included with this form; and, that the information contained on this form, including any attachments, will become public documents and listed on Town Meeting Agendas and on the Town's website.

I also understand that presentation materials must be submitted with this deputation form. Electronic presentations must be e-mailed to [NJBozzato@pelham.ca](mailto:NJBozzato@pelham.ca) in accordance with the deadlines outlined above.



Signature

11 March 2020

Date



**3<sup>rd</sup> DRAFT  
RECOMMENDATION REPORT  
ON  
MANAGING CANNABIS NUISANCES  
IN THE  
TOWN OF PELHAM**

Cannabis Control Committee

Town of Pelham

10 March 2020

**RESTRICTION NOTICE**

The information in this document is draft work product and is not for public release until it has been formally approved and authorized by the Cannabis Control Committee (CCC) of the Town of Pelham. The information contained herein is for discussion purposes only. Use, duplication or disclosure of the information contained herein for any other purpose is strictly prohibited without prior written approval from the CCC.

© 2020 Cannabis Control Committee, Town of Pelham

## EXECUTIVE SUMMARY

The Cannabis Control Committee (CCC) of the Town of Pelham was created by Council in May 2019 to provide advice to Council on opportunities to mitigate against adverse land use impacts of cannabis production facilities in the Town.



Pelham is a unique and charming rural community with a natural heritage, tender fruit belt, and wholesome living that requires great care to protect for future generations. Because of its small town size and feel where everyone knows each other, Pelham has been a complaints-based community without the depth and breadth of by-laws and policies to manage unexpected, sudden growth in its rural areas.

With the final approval of the legalization of recreational marijuana in October 2018, Pelham suddenly found itself home to two major cannabis facilities and others looking to set up their expansive operations in Pelham. Within twelve months, numerous residents had experienced unanticipated adverse effects which resulted in an interim control by-law and the creation of the CCC to address concerns.

For a little over seven months, the CCC has been busy researching the issues in order to recommend appropriate policies and by-laws to manage the existing cannabis facilities and to ensure the same adverse impacts are mitigated with respect to new cannabis facilities interested in establishing their operations in Pelham.

This Recommendation Report is the CCC's first installment to Council. It discusses the adverse impacts residents have experienced, examines the planning context that serves as a background for developing regulations to manage cannabis and other odorous industries in our Town, makes recommendations regarding the approach to co-exist with cannabis, and finally proposes an Odorous Industries Nuisance By-law for Council review and approval. This by-law applies to existing as well as new cannabis operations and represents the last line of defence. Proposed Official Plan and Zoning By-Law amendments will follow soon and will serve as the first line of defence for compatible land use.



## CONTENTS

1.	INTRODUCTION.....	1
1.1.	Identification .....	1
1.2.	Points of contact.....	1
1.3.	Acknowledgements .....	1
2.	REGULATORY CONSIDERATIONS .....	2
2.1.	Unplanned cannabis operations in pelham .....	2
2.2.	Public concerns.....	3
2.3.	Summary of issues and Adverse effects to regulate .....	8
3.	PLANNING CONTEXT .....	10
3.1.	Federal cannabis act.....	10
3.2.	Cannabis industry – industrial or COMMERCIAL or agricultural? .....	10
3.3.	Environmental protection act & Provincial guidelines and regulations .....	11
3.4.	Provincial policy statement (pps).....	12
3.5.	The planning act.....	13
3.6.	Greenbelt plan 2017 .....	13
3.7.	Niagara plans .....	13
3.8.	Town of pelham official plan (2014).....	14
3.9.	Zoning by-law 1136 (1987).....	14
3.10.	Regulating nuisances .....	15
4.	RECOMMENDED APPROACH TO REGULATIONS .....	17
4.1.	Overview of recommended approach.....	17
4.2.	Justification and rationale for Odorous industries Nuisance By-law .....	20
4.3.	Justification and rationale for Noise Nuisance By-law .....	27
4.4.	Justification and rationale for LIGHT Nuisance By-law.....	28
4.5.	Justification and rationale for OP and ZBL Amendments .....	29
5.	References.....	30
6.	Appendices .....	31

# 1. INTRODUCTION

## 1.1. IDENTIFICATION

This document, the Recommendation Report on Managing Cannabis Nuisances in the Town of Pelham (the "Report"), was prepared by the Cannabis Control Committee (the "CCC") of the Town of Pelham.

The CCC is a Committee of the Town of Pelham created by Council as an advisory committee to provide advice to Council on opportunities to mitigate against adverse land use impacts of cannabis production facilities in the Town. The CCC began its work on 29 May 2019. The first priority of the CCC is the recommendation of control measures including policies, by-laws, regulations and standards that can be implemented prior to the expiry of Interim Control By-law 4046(2018) on 15 July 2020. The CCC reports directly to the Town Council and provides recommendations for Council in resolution form, under the signature of the Chair, in accordance with its Terms of Reference.

This Report provides rationale and justification for an Odorous Industries Nuisance By-law being recommended to Council by the CCC to address adverse effects experienced by many residents in Pelham from existing cannabis facilities. The draft Odorous Industries Nuisance By-law is found in the Appendices of this Report.

## 1.2. POINTS OF CONTACT

Tim J. Nohara, P.Eng, M.Eng, Ph.D  
Chair, Cannabis Control Committee  
E-mail: [tnohara@accipiterradar.com](mailto:tnohara@accipiterradar.com)

Carla Baxter  
Vice-Chair, Cannabis Control Committee  
E-mail: [bcbbrondi@gmail.com](mailto:bcbbrondi@gmail.com)

Mike Ciolfi  
Councillor & Council Representative on the  
Cannabis Control Committee  
E-mail: [mciolfi@pelham.ca](mailto:mciolfi@pelham.ca)

## 1.3. ACKNOWLEDGEMENTS

The CCC acknowledges the contributions of Mike Ciolfi, it's Council representative, planning staff members Barbara Wiens, Shannon Larocque, Jodi Legros, and CAO David Cribbs which have informed this Report.

The CCC also acknowledges its community members Carla Baxter, Jim Jeffs, James Steele, Louis Damm, Bill Heska, John Langendoen and Tim Nohara for their effort, knowledge and expertise which have been instrumental to this work. This knowledge & expertise includes Pelham's agricultural and greenhouse operations, cannabis internal operations, professional engineering, research, and direct linkage to residents affected by the adverse impacts of existing cannabis operations.

We also wish to acknowledge Mr. Phil Girard, P.Eng, an odour expert who resides in Pelham, and Aird & Berlis who have greatly assisted us with improving our work product.

## 2. REGULATORY CONSIDERATIONS

The purpose of this section is to describe the matters of concern that Pelham should consider in the development of its cannabis regulations. These regulatory considerations are based on direct complaints and comments provided by members of the Pelham community, as well as research carried out by the CCC.

### 2.1. UNPLANNED CANNABIS OPERATIONS IN PELHAM

Construction of major cannabis operations in Pelham, which began before an Interim Control Bylaw came into effect in October 2018, surprised residents as there was no requirement for public meetings and hence no opportunity for consultation with residents. Town staff were also unprepared to deal with this new land use as there was limited guidance for municipalities to proactively manage land use compatibility for this new dynamic industry.



The Redecan operation is located at 182 Foss Rd in Pelham, in the eastern part of the Town very close to the border with the City of Welland. It is estimated that this high-security facility employs at least 100 people with operations in excess of 200,000 square feet. After the completion of its initial plan, Redecan expanded its operation by an estimated 100%, and it purchased additional adjacent lands, presumably for further expansion to the east.

A second, much smaller facility, is owned by Redecan and is located at 1760 Effingham St. near Moore Street.



The CannTrust operation set up at 1396 Balfour Street at the corner of Hwy 20 West in Pelham. This operation employs an estimated 350 people (before its operations were suspended due to violations) and is estimated to grow to almost 500,000 square feet with its Phase III expansions.

A third large scale operator, Leviathan, has been planning to build a cannabis operation at 770 Foss Rd. Leviathan must wait until the conclusion of the interim control by-law before it will be able to consider proceeding.

## 2.2. PUBLIC CONCERNS

This section provides a summary of public concerns, making reference to public comments received by way of petitions and public meetings.

The adverse impacts from the CannTrust and Redecan operations began to be felt by many residents in early summer 2018. By September 2018, residents were organizing and meeting to share concerns, and on October 15th, 2018, resident David Ireland made a presentation to Council on behalf of some 150 residents with a petition of 127 signatures to pass an interim control by-law (ICBL) so the problems could be properly studied and addressed. The ICBL was passed on 15 October 2018.

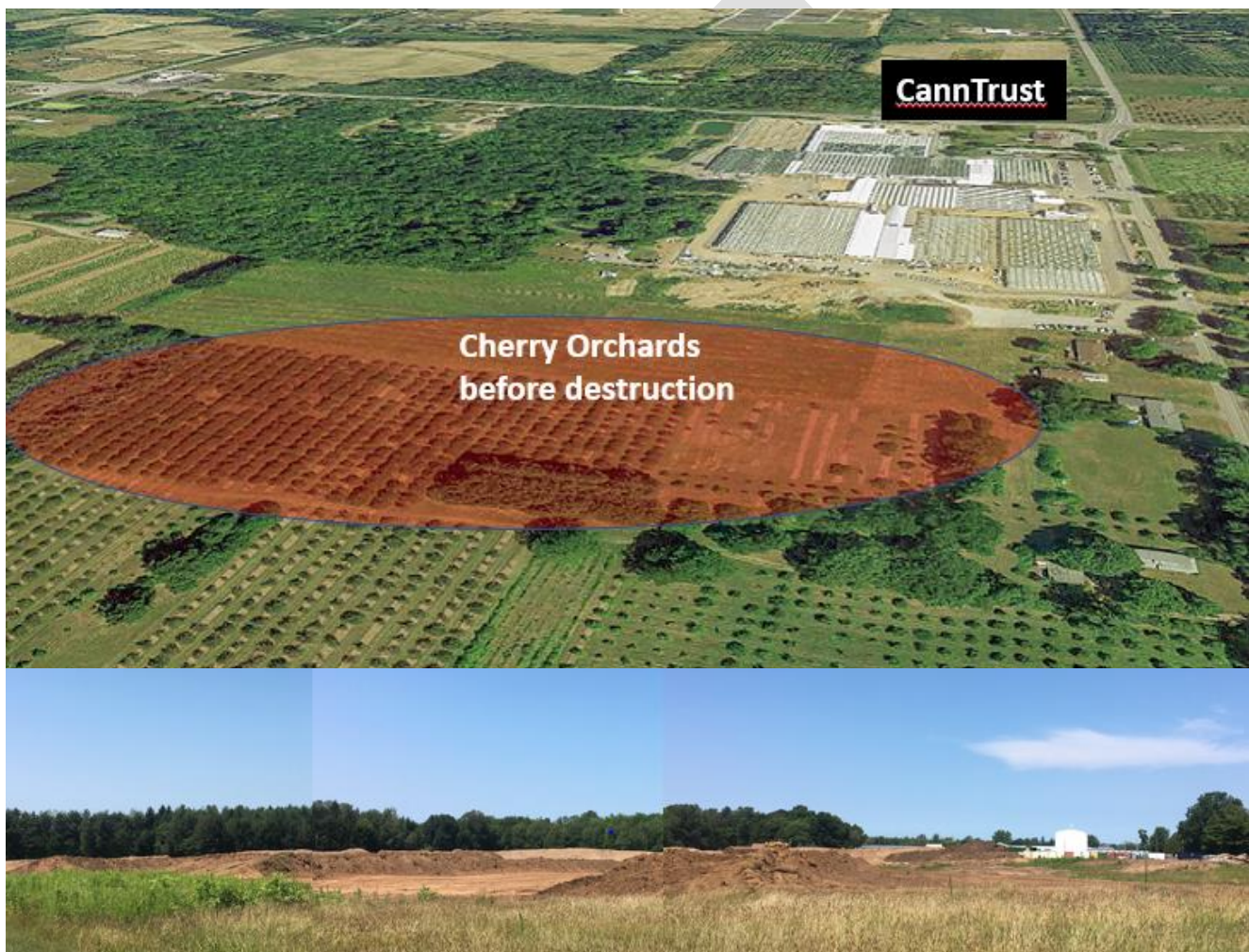
Residents' complaints have continued and include all of the following:

- Loss of precious specialty crop agricultural lands
- Skyglow causing severe light pollution
- Skunk-like odour
- Heavy traffic and noise disrupting their quiet country streets and neighbourhoods
- Industrial-like facilities disrupting their picturesque country street and neighbourhoods



As a result of the aforementioned adverse effects, residents are extremely concerned about loss of property value. Real estate agents now require disclosure if you live near a cannabis facility. Considering the fact that many of these properties that are affected are million-dollar retirement properties, even a 10% loss in value has significant economic ramifications.

At the Public Meeting held in accordance with the Planning Act on 10 September 2019, former Regional Councillor Brian Baty told Council of his concern that we do not have a mechanism to protect prime agricultural land and in particular, tender fruit. He indicated that he has seen the destruction of 19 1/2 acres of farmland next to CannTrust with big earth movers removing all of the topsoil. This should not be allowed. There should be some controls. He also saw the removal of coniferous trees along Balfour. A by-law should prevent this. He proposed that external monitoring of odour and light be done by a third-party independent firm paid for by the proprietors of the cannabis operations.



The cherry orchard that Mr. Baty was referring to is shown above, along with the relocation of topsoil after the cherry trees were destroyed. The upper figure is a Google Earth annotated image showing the cherry orchard before it was destroyed; the lower photo shows what remains after the destruction. CannTrust has received a building permit from the Town to expand its facility on these lands.



The severe light pollution caused by these cannabis facilities is shown above. This is a regular occurrence, especially for CannTrust. The skyglow can be seen many kilometres away, and it not only disrupts the neighbours who have lost complete enjoyment of their sunsets and evening walks with star-filled skies, but it also disrupts the rich animal life that Pelham is known for.

Pelham was one of the few places in the Niagara Region where you could watch stars and satellites pass overhead at night, because of its naturally dark sky. Cannabis has changed that for residents.



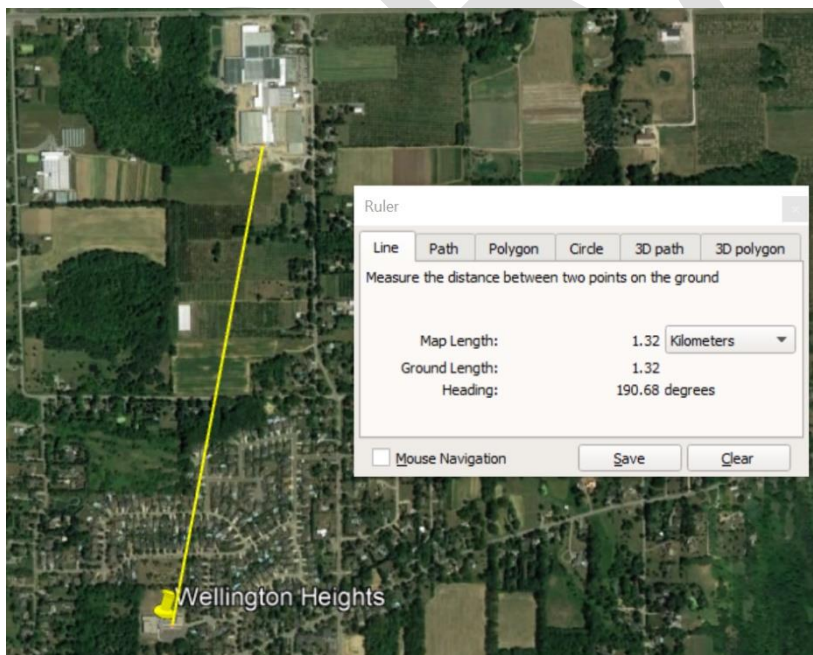
There is no doubt that the skunk-like odour that travels far distances from these cannabis facilities is a regularly occurring nuisance that impacts many people and results in loss of enjoyment of their properties, especially in the spring, summer and fall when they want to be outdoors.



A Grade 8 Student at Wellington Heights School spoke at the Public Meeting 10 Sep 2019

At the Public Meeting held on September 10<sup>th</sup>, 2019 which an estimated 350 residents attended with standing room only, a grade 8 student and others spoke of their concerns.

The young lad's school is over 1 km away from the Balfour Street facility (see the map below). He informed Council that school children were called inside from the playground due to the strong odour from the plant. He suggested that rules and guidelines should be in place so that schools are not affected by the odours.

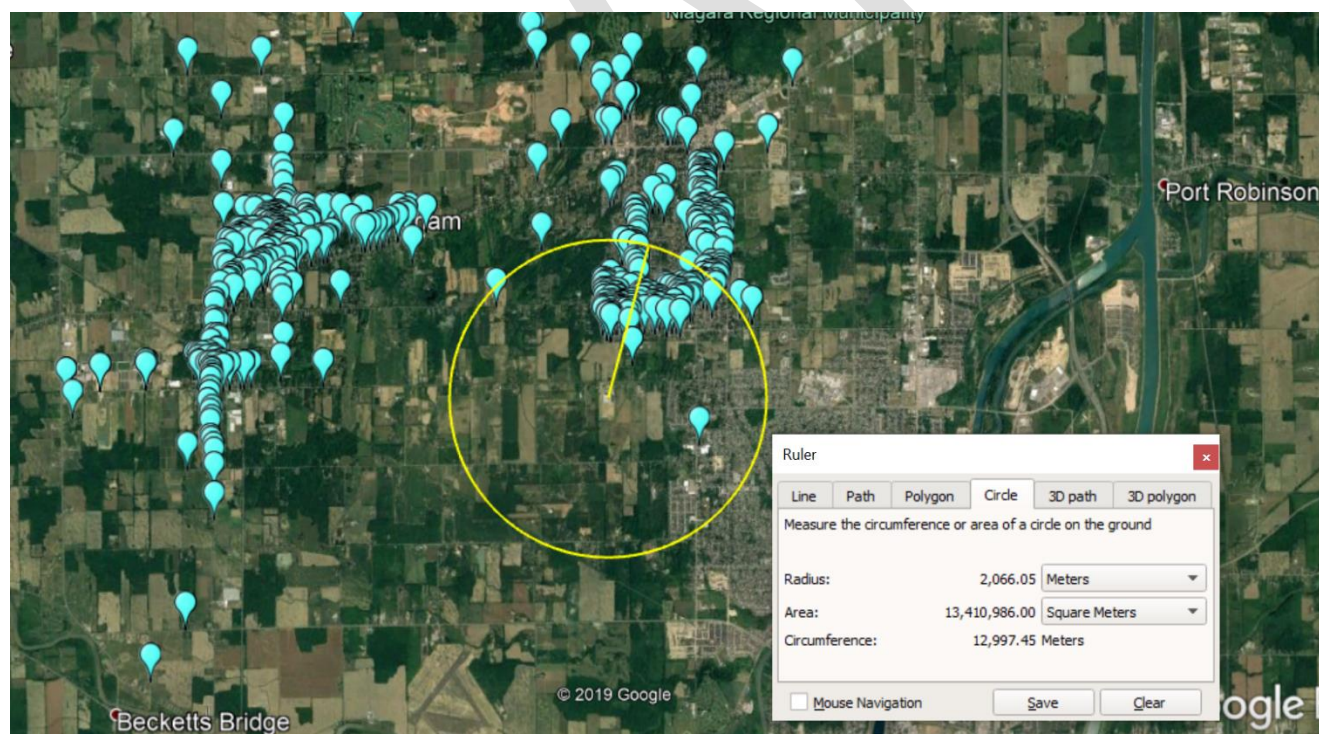
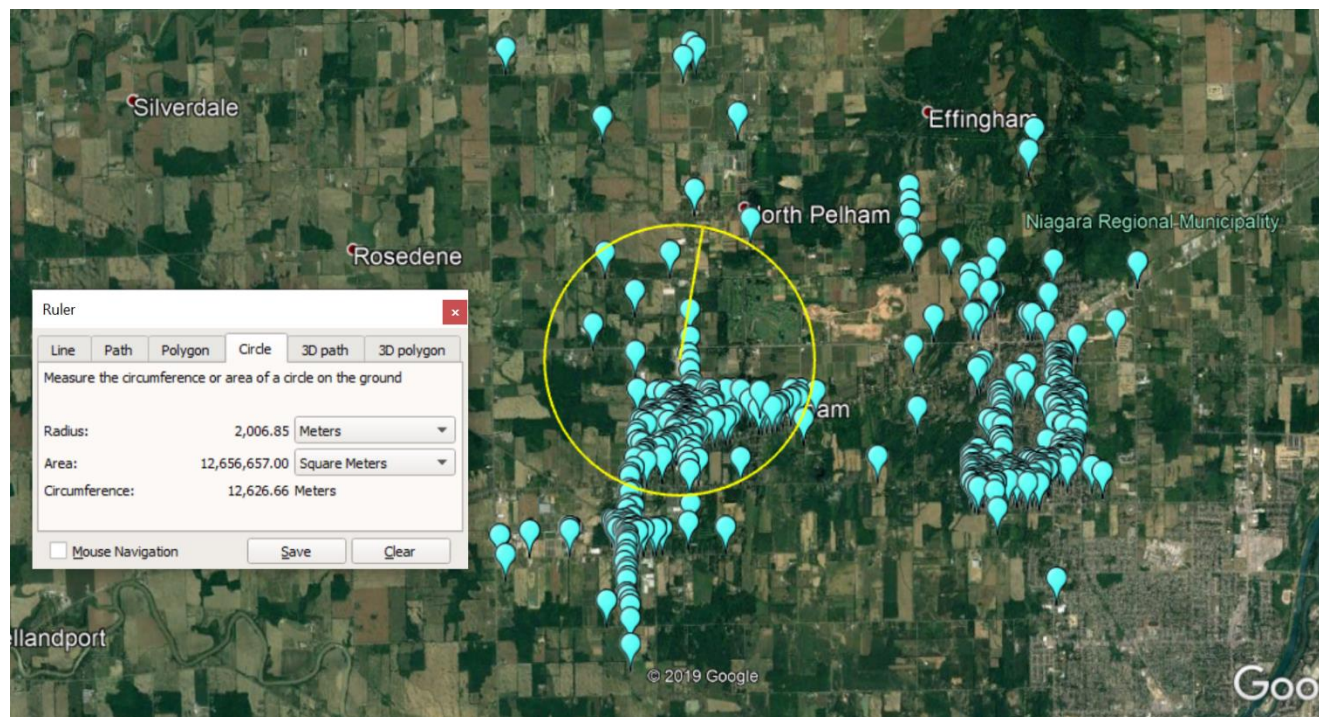


The student's father made an impact statement. He lives within 1 km of CannTrust. He and his wife have four children and they are appalled that their children have to endure that smell.

John VanVliet lives on Foss Rd. Redecan is down from him and he can see the planned Leviathan facility from his house. He says the traffic on this road "is brutal, it's extreme, it's fast, it's dangerous and his kids are not allowed to ride down a country road in Fenwick because they are going to get killed".



Over 800 residents signed a petition for Council to address their concerns, and many have spoken directly to Council at the Public Meeting on September 10<sup>th</sup>. Please see the Appendices for this information.



The above figures plot the addresses of the people who signed the petition, with the upper figure showing a circle with an approximate 2 km radius around the CannTrust facility and the lower figure showing a circle with an approximate 2 km radius around the Redecan facility.

Those who signed the petitions by and large reported that they experienced the odour issues with these two facilities. As a result, the distribution of their addresses is a possible indicator of the odour dispersion pattern experienced. As can easily be seen, a 2 km radius is far too small a radius to represent the area of influence or potential influence; it appears to be more like 4.5 km.

It should be noted that in the case of Redecan, petitions were only gathered for residents of Pelham, notwithstanding the numerous complaints that were coming out of Welland to the East and South-East of the Redecan facility. Residents from Welland indicate they are most affected when the winds are from the North or North West. If Welland had been surveyed, one could imagine that the populated residential areas to the East and South-East of Redecan would be filled with blue balloons as well.

Numerous odour releases continue to occur from time to time, and have been experienced first-hand by CCC members as they drive or walk the roads towards or away from these facilities, depending on environmental conditions.

### 2.3. SUMMARY OF ISSUES AND ADVERSE EFFECTS TO REGULATE

The public comments and concerns raised in Section 2.2 are supplemented with additional issues and concerns that have arisen through the research carried out by the CCC. The collection of adverse effects or impacts are listed in the table below.

Odour	Light	Traffic, Noise	Loss of Property Value	Loss of Precious Agricultural Lands	Adverse impacts including stormwater flow & contamination of ground (drinking) water and septic	Environmental Impacts including endangered species, habitat loss, agricultural co-existence & other ecological harm	Human Safety & Security (fire, police, ambulance)	Financial Costs to Community
-------	-------	----------------	------------------------	-------------------------------------	---	---	---	------------------------------

The CCC has investigated and seeks to recommend regulatory solutions for these, where feasible and justifiable.

#### 2.3.1. Consideration of Other Odorous Industries

During its research on the obnoxious cannabis odour, the CCC has learned that other odorous industries produce similar undesirable odours; however, such industries are regulated to avoid adverse effects on their neighbours.

These *heavy odour* industries include landfills, slaughter houses, and rendering operations.

In light of this, the particular controls that the CCC proposes to mitigate cannabis odour will also be proactively proposed for these heavy odour industries. This broadening of our proposed odour controls will hopefully serve the Town better in the future, should one of these operations decide to locate in Pelham.

#### 2.3.2. Local Cannabis Industry Effort to Mitigate Residents Concerns

The CCC acknowledges that CannTrust and Redecan have collectively tested and/or implemented various measures to reduce the adverse effects caused by odour and sky glow from their facilities; and that some level of success has been achieved, notwithstanding that collectively, the odour and light issues continue to be serious

problems for residents in Pelham and neighboring Welland. (One only needs to look at the countless articles in the local Press to get a sample of the complaints heard from residents regularly.)

CannTrust and Redecan have also taken some measures to improve the aesthetics around their facilities, and they report that they continue to investigate and implement new solutions.

To maintain an open door of communication with the local cannabis industry, in early summer 2019, the CCC reached out to visit both facilities through Barbara Wiens, our staff representative. However, an invitation for the CCC as a group to visit either facility was never offered. Nevertheless, the CCC and the local cannabis industry were afforded many opportunities to communicate and to provide awareness of each other's efforts which inform our work. The CCC membership includes some expert knowledge of relevant issues and practices in the cannabis industry. The aforementioned opportunities to date include:

- The Public Meeting held on September 10, 2019
- The Comments provided by letter from CannTrust and Redecan to the Town in response to the Public Meeting
- Weekly and bi-weekly meetings of the CCC that are open to the public and which many stakeholders have attended
- Minutes of CCC meetings published on the Town web-site
- Several updates from the CCC provided to Council, with material published on the Town web-site
- CannTrust open house
- Direct communication and/or consultation between individual CCC members and the local cannabis industry on a variety of issues. The CCC membership includes staff, seven members from the community and a councillor.



### 3. PLANNING CONTEXT

This section reviews the planning context that guides our approach to developing recommendations, given the regulatory considerations presented in Section 2.

#### 3.1. FEDERAL CANNABIS ACT

Cannabis Regulations SOR/2018-144, Section 85 Filtration of Air requires the following:

*The building where cannabis is produced must be equipped with a system that filters air to prevent the escape of odours.*

A description of the relevant information including the types of cultivation and processing licences will be added here.

#### 3.2. CANNABIS INDUSTRY – INDUSTRIAL OR COMMERCIAL OR AGRICULTURAL?

The short answer is – it depends. You have to look at each operation and its licence(s).

There is plenty of confusion around whether the operations of the cannabis industry should be considered industrial or agricultural since it involves industrial processes as well as cultivation. The truth is that it is a hybrid industry, which makes it complex to manage and requires care in land use planning, or unintended harm and consequences will be the result for neighbouring land uses.

The North American Industry Classification System (NAICS) Canada 2017 Version 3.0 provides a variety of NAICS codes for the cannabis industry, depending on the precise nature of the operation. This includes the following NAICS codes:

- 111412 Growing cannabis under glass
- 111995 Growing cannabis in open fields
- 3123xx Making products from cannabis plants
- 4134xx Wholesaler of unprocessed cannabis and cannabis products
- 453993 Retail cannabis

These codes cover the spectrum from agricultural to commercial to industrial operations.

The Ontario Municipal Property Assessment Corporation (MPAC) has studied the cannabis classification issue and has concluded that it is both industrial and agricultural [MPAC Webinar 6 November 2019]. MPAC will use a Hybrid Classification System which it believes presents the least risk. The fundamental question is, “What is it, industrial

or agricultural?”. In Ontario, MPAC thinks the answer is BOTH. MPAC put the earlier medical cannabis in the industrial class because of Ontario Regulation 28298 Industry Class.

---

*Original Medical Cannabis was put in Industrial. MPAC will assess each Cannabis facility case by case depending on its use in accordance with the Assessment Act (Section 19.5) and Regulation 28298. MPAC is required to classify land used in connection with manufacturing or producing or processing anything essentially in the industrial class). Section 19.5 only land and buildings used solely for farm purposes are entitled to beneficial farm treatment. Section 44 Land, not buildings are eligible for 19.5 treatment. Industrial property class is for buildings. If the operator holds a licence for processing, it will be classed industrial.*

---

If the cannabis facility only holds a cultivation licence (most major cannabis players hold both cultivation and processing licences), it will likely be treated as farm class assuming it qualifies by obtaining a designation from Agricorp. Otherwise it will be treated like residential class. A “Value Added Farm” is a property with both a cultivation and a processing licence. In this case, the land could be valued as farm class, and the building(s) would be valued on a cost approach on the basis of what it is (i.e. a greenhouse, a manufacturing building, et cetera).

### 3.3. ENVIRONMENTAL PROTECTION ACT & PROVINCIAL GUIDELINES AND REGULATIONS

The *Environmental Protection Act* R.S.O. 1990, Chapter E.19, Section 14 Prohibition on discharge of a contaminant states:

---

*Subject to subsection (2) but despite any other provision of this Act or the regulations, a person shall not discharge [leak or emit] a contaminant [odour] or cause or permit the discharge of a contaminant into the natural environment, if the discharge causes or may cause an adverse effect [1(g) loss of enjoyment of normal use of property]. 2005, c. 12, s. 1 (5).*

---

The MECP D-6 Guidelines on compatibility between Industrial Facilities and Sensitive Land Uses, including O. Reg. 419/05 Odour and NPC-300 Guidelines Noise Regulation Guidelines are relevant [Forristal et al].

These guidelines are applicable where an impacting land use is proposed where an existing sensitive land use would be within the impacting land use area of influence or potential influence.



---

*The D-Series Guidelines are also intended to inform municipalities when drafting and implementing planning policies and documents such as its official plans and zoning by-laws.*

---

O.Reg. 419/05 compliance requires an Emission Summary and Dispersion Modelling (“ESDM”) Report which provides for the use of specified and approved atmospheric dispersion models to predict the concentration of contaminants that can be expected at a POI. These models consider all pertinent information such as discharge rates of contaminants, distance to buildings and property lines and meteorological data.

MECP also provides methods and procedures for the measurement of odours measured in odour units per cubic meter of air (OU/m<sup>3</sup>). MECP typically requires facilities to meet a standard of 1 OU/m<sup>3</sup> and this standard may be imposed as a condition under a Section 9 Environmental Compliance Approval “ECA”.

NPC-300 calls for a Noise Impact Study to assess the impact of all noise sources and identify noise mitigation measures required to ensure compatibility. Sound levels must be determined for all points of reception (e.g. bedroom window) at all times of the day and must be below defined thresholds.

The Ministry of Environment, Conservation and Parks (MECP) has stated:

---

*While cannabis production facilities are subject to provincial environmental legislation, MECP does not prescribe separation distances for industrial or agricultural facilities. Municipalities have tools (e.g., zoning by-laws, site plan agreements, building permits, etc.) that can be used to mitigate nuisance disturbances that may arise from land use incompatibility, such as cannabis production odour complaints. The development and implementation of set-backs that apply to cannabis production facilities are a municipality’s prerogative.*

---

### **3.4. PROVINCIAL POLICY STATEMENT (PPS)**

Ontario Provincial Policy Statement 2014, 1.2.6.1 – Land Use Compatibility states:

---

*Major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of major facilities.*

---

### **3.5. THE PLANNING ACT**

The *Planning Act*, R.S.O. 1990, CHAPTER P.13, 26(1)(c) requires that the Official Plan is consistent with the PPS and states:

---

*If an official plan is in effect in a municipality, the council of the municipality shall revise the official plan as required to ensure that it is consistent with policy statements issued under subsection 3 (1).*

---

### **3.6. GREENBELT PLAN 2017**

Will be completed when official plan and zoning by-law amendments are addressed.

### **3.7. NIAGARA PLANS**

Will be completed when official plan and zoning by-law amendments are addressed.

#### **3.7.1. Niagara Escarpment Plan, 2017**

Will be completed when official plan and zoning by-law amendments are addressed.

#### **3.7.2. Growth Plan for the Greater Golden Horseshoe, 2019**

Will be completed when official plan and zoning by-law amendments are addressed.

### **3.7.3. Regional Official Plan, consolidated August 2015**

Will be completed when official plan and zoning by-law amendments are addressed.

### **3.8. TOWN OF PELHAM OFFICIAL PLAN (2014)**

Will be completed when official plan and zoning by-law amendments are addressed.

#### **3.8.1. Draft Amendment to Official Plan 10 Sep 2019**

Will be completed when official plan and zoning by-law amendments are addressed.

### **3.9. ZONING BY-LAW 1136 (1987)**

Pelham Zoning By-law 1136 (1987) provides as follows. Section 6.19 Obnoxious Uses states:

---

*No land shall be used and no building or structure erected, altered or used for any purpose which is obnoxious, for any purpose that creates or is likely to become a nuisance or offensive, or both by reason of the emission of objectionable odour.*

---

Will be completed when official plan and zoning by-law amendments are addressed.

#### **3.9.1. Draft Amendment to Zoning By-Law 1136 (1987) 10 Sep 2019**

Will be completed when official plan and zoning by-law amendments are addressed.

### 3.10. REGULATING NUISANCES

The aforementioned Federal, Provincial, Regional and Municipal laws, guidance, regulations and policy inform a standard of behaviour, compatible land use and co-existence between the new cannabis industry and existing residents and businesses in Pelham. Furthermore, municipalities also have specific authority under the Municipal Act to regulate nuisances including odour, light and noise.

Section 129(a) of the *Municipal Act 2001*, R.S.O. 2001, c25 provides that municipalities can prohibit and regulate with respect to odour, light and noise and specifically states:

---

*A municipality may prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination, including indoor lighting that can be seen outdoors; and prohibit these matters unless a permit is obtained from the municipality and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans.*

---

And Section 128 of the *Municipal Act 2001*, R.S.O. 2001, c 25 – provides that municipalities can prohibit and regulate with respect to public nuisances, and specifically states:

---

*a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances.*

---

Finally, Section 447.1 of Municipal Act indicates that a municipality has jurisdiction to regulate where:

- 
- (b) *the public nuisance has a detrimental impact on the use and enjoyment of property in the vicinity of the premises including, but not limited to, impacts such as,*
- (i) *trespass to property,*
  - (ii) *interference with the use of highways and other public places,*
  - (iii) *an increase in garbage, noise or traffic or the creation of unusual traffic patterns,*
  - (iv) *activities that have a significant impact on property values,*
  - (v) *an increase in harassment or intimidation, or*
  - (vi) *the presence of graffiti*
- 

Based on the above, it is clear that municipalities have the authorities they need to regulate cannabis operations to mitigate the adverse effects on residents and other existing neighboring land uses. It is no wonder that Health Canada requires cannabis facilities to comply with municipal regulations, and why the Federal and Provincial governments have both consistently indicated that municipalities have the tools to regulate at a local level.

## 4. RECOMMENDED APPROACH TO REGULATIONS

The CCC's recommended approach to implementing regulations that address the Cannabis concerns raised in Section 2 is presented here. The proposed regulations are in accordance with the planning context presented in Section 3.

It should be clearly noted that the approach recommended here is not just to mitigate the adverse issues experienced with respect to the existing cannabis operations in Pelham. Indeed, it is possible that the some or even all of the adverse issues experienced could be addressed before Pelham has fully implemented its regulations.

The regulations recommended here are intended to avoid adverse effects and restore land use compatibility when the Interim Control By-law expires on July 15, 2020 and new cannabis operations apply to locate in Pelham.

### 4.1. OVERVIEW OF RECOMMENDED APPROACH

The CCC's recommended approach to developing the required regulations is two-pronged:

- The first line of defence is achieved through amendments to the Town's Official Plan and Zoning By-law. These amendments will pro-actively define and implement new policy to ensure that new cannabis operations that wish to locate in Pelham in the future will likely not cause significant adverse effects like those presented in Section 2. Our research has shown that co-existence benefits will be afforded to cannabis operations as well. Further details are provided in Section 4.1.4.
- The second or last line of defence are nuisance by-laws that apply to both existing and new cannabis operations and attempt to motivate cannabis operators to comply with the expected regulations through enforcement, consisting of fines as well as an application to the Provincial Offences Court, if necessary, for a temporary shutdown order.
  - With odour being one of the key adverse effects, a special odour nuisance by-law is recommended that applies to other odorous industries listed in Section 2.3.1. Hence, the proposed name for this by-law is the Odorous Industries Nuisance By-law. Further details are described in Section 4.1.1.
  - A separate light nuisance by-law is proposed and is described in Section 4.1.2.
  - A separate noise nuisance by-law is proposed and is described in Section 4.1.3.

The three proposed nuisance by-laws closely follow the overview presented to Council on September 23<sup>rd</sup>, 2019 as illustrated in Table 1, which accounts for comments received from the Public Meeting held on 10 September 2019. The deviations are highlighted in red.

*Table 1: Overview of Nuisance Regulations Presented at Council Meeting of 23 Sep 2019*

Item	The Cannabis Nuisance Bylaw CCC-Proposed Regulations (23 Sep 2019)
<u>Odour &amp; Light Mitigation and Enforcement</u>	<ul style="list-style-type: none"> <li>Existing and new CPFs require installation and operation of <u>odour</u> and light mitigation systems that reduce the off-property impact at sensitive receptors to a level of trivial impact (i.e. no adverse effects).</li> <li>Existing and new CPFs must prepare contingency <u>odour</u> and light mitigation plans in the event of substantiated complaints so that the plans can be immediately <u>implemented</u> as necessary.</li> <li>The <u>odour</u> and light control and monitoring plans should be signed/sealed by a Licensed Engineering Practitioner (LEP) consistent with Ministry of the Environment, Conservation and Parks (MECP) requirements.</li> <li>The Town will have the Plans peer reviewed at the CPF's expense.</li> <li>If <u>odour</u> and/or light violations continue to cause more than a level of trivial impact to off-property sensitive receptors, fines of \$5,000 per day will apply and a Court Order may be sought to shut-down the CPF if necessary, to resolve the adverse impact including loss of enjoyment of <u>neighbours</u>.</li> </ul>
<u>Proof for Enforcement &amp; Transparency</u>	<ul style="list-style-type: none"> <li>Existing and new CPFs will be required to document, and report complaints received from <u>neighbours</u> to the Town and detail the corrective action that will be implemented to prevent further adverse impacts.</li> <li>Ongoing <u>odour</u> <b>ambient neighbourhood</b> monitoring will be conducted at CPF(s) expense by independent trained and competent <u>odour</u> practitioners with results simultaneously delivered to the Town and CPF(s) and posted on website for public access.</li> </ul>
Mitigation of other adverse impacts	<ul style="list-style-type: none"> <li>CPF's will be required to conduct other professional studies (traffic, waste management, <u>etc</u>) and be subject to development charges. CPF's will comply with a variety of regulations (e.g. Health Canada, fortification and fence regulations, <u>odour</u> &amp; light emissions) and be subject to enforcement.</li> <li>CPF's will be subject to regulations (to be developed by CCC) to address infrastructure, human safety, environmental, biological and ecological concerns, and to ensure measures are put in place and maintained to mitigate hazards and adverse impacts.</li> <li><b>CPF's will manage noise in accordance with provincial standards (e.g. generators used for primary power)</b></li> </ul>

#### 4.1.1. Odorous Industries Nuisance By-law

The recommended Odorous Industries Nuisance By-law was developed through extensive research, including expert guidance to inform the odour regulations from Mr. Phil Girard, P.Eng, who spent his career in this field. See the briefing Mr. Girard provided to the CCC on 30 October 2019 [Girard, 2019]. The recommended by-law follows the MECP guidelines and regulations described in Section 3.3.

The draft Odorous Industries Nuisance By-law is presented in Appendix C.



#### 4.1.2. Light Nuisance By-law

The light nuisance by-law will be developed and will apply to all industries in the Town.

#### 4.1.3. Noise Nuisance By-law

The noise nuisance by-law will be developed and will apply to all industries in the Town.

#### 4.1.4. Official Plan and Zoning By-law Amendments

This section will be completed when official plan and zoning by-law amendments are developed to address cannabis operations.

The preliminary overview presented to Council on September 23<sup>rd</sup>, 2019 is illustrated in Table 2, and is a starting point for the resulting amendments which will be presented here in a future release of this Report.

*Table 2: Preliminary Overview of Proposed OP/ZBL Regulations Presented at Council Meeting of 23 Sep 2019*

Item	CCC-Proposed Regulations (Preliminary findings - need to complete research, investigate unintended consequences through consultation with stakeholders, and draft resolutions)
What is allowed & Notice	<ul style="list-style-type: none"> <li>Outdoor grow-ops will be prohibited because there is no practical way to stop obnoxious <u>odours</u> from escaping to <u>neighbouring properties</u></li> <li>All new CPFs will require a Zoning Bylaw amendment to ensure residents are notified and have a chance to voice concerns before permits are granted</li> </ul>
Where	<ul style="list-style-type: none"> <li>If new CPFs <u>are allowed</u> to locate anywhere in Rural Pelham (Agricultural A and Industrial M1 and M2) they cannot locate within 1,000? m of the Greenbelt Natural Heritage Overlay, the Niagara Escarpment Plan Area and rural/urban settlements.</li> <li>Alternatively, we can confine them to Industrial areas and/or along major regional roads. (The point is location is important to avoid major adverse impacts. Our research will inform location constraints.)</li> </ul>
Setbacks	New CPF setbacks will be a minimum of 300 m and up to 1,000 m measured between lot lines as per Ministry of Environment, Conservation and Parks (MECP) setback guidance (D-6 Land Use Planning Guide for Industry Class III), as determined case by case. The actual setback requirement will be determined based on <u>odour</u> , noise and dust study that demonstrates how the emissions can be effectively reduced to a level of trivial impact (i.e. no adverse effect).

*Note: The 300 m and 1,000 m minimum setbacks noted above were preliminary. As a result of the Committee's research, the actual minimum setbacks and locations that will be proposed can be expected to differ from the preliminary information in the above table.*



## 4.2. JUSTIFICATION AND RATIONALE FOR ODOROUS INDUSTRIES NUISANCE BY-LAW

Justification and rationale for the recommended approach and proposed Odorous Industries Nuisance By-law are provided in this section.

### 4.2.1. Justification for an Odorous Industries Nuisance By-law

The justification for establishing an Odorous Industries Nuisance By-law is clearly established in Section 2.2 and Section 2.3 of this report. The proposed by-law is reactive, not proactive, and is based on direct experience with the existing cannabis producers discussed in Section 2.1. Nevertheless, it will also serve to mitigate similar adverse effects from future cannabis operations.

Pelham's adverse effects, especially with respect to odour which the proposed by-law addresses, are severe. We have studied the problem and Pelham's *rolling hills* geography and its high, sensitive-receptor density in its rural areas are unlike other jurisdictions, which are flat, open and low density. With reference to Section 4.2.5, neither Health Canada nor the Ontario Government has shown the initiative to implement the required odour monitoring programs. Rather, they have left it for municipalities to deal with.

*Perhaps the greatest indicator that this by-law is urgently needed is the fact that Cannabis producers have not remediated the problem and are still in non-compliance with the Health Canada Regulations note in Section 3.1, notwithstanding that it has been over fifteen (15) months since the Interim Control By-law was put in place and Cannabis grow operations were legalized.*

### 4.2.2. Approach Taken with the Odorous Industries Nuisance By-law

The approach we are recommending with respect to the Odorous Industries Nuisance By-law is summarized in Table 3.

Table 3: Structure & Approach of Proposed Odorous Industries Nuisance By-law

Section	Description	Approach Taken
Recitals	The "WHEREAS" recitals that provided the background for the By-law	We make reference to the Planning Context in Section 3 and a key public concern in Section 2.2 being odour.
1. Interpretation	Definitions are provided here	To remove ambiguities and provide consistency throughout the by-law, we define all key definitions here. These have been informed by our research as well as legal advice.

Section	Description	Approach Taken
2. Prohibitions	Describes what is prohibited in Pelham	Every Odorous Industrial Facility, which includes a Cannabis facility, must follow the By-law, not release a substance or contaminant that may be harmful to the public or environment, and must not cause an Adverse Effect.
3. Licences	Licences, registrations and other forms of authorization.	These must be produced for inspection by the Town.
4. Regulations	This section provides the regulations which the Town is imposing.	<p>Regulations include the following at no cost to the Town:</p> <ul style="list-style-type: none"> <li>• Inform the Town promptly of lapses or changes in licences</li> <li>• Prepare a Contingency Odour Mitigation Plan to be used promptly to enhance odour mitigation if off-property odour is affecting neighbours – standards are provided in accordance with MECP guidelines and includes an Emission Summary and Dispersion Modelling (ESDM) Report with odour threshold of two Odour Units (OUs).</li> <li>• Employ air filtration systems to prevent the escape of Obnoxious Odours</li> <li>• Document and report to the Town all complaints received</li> <li>• Report to the Town any corrective action taken</li> <li>• Pay for an ongoing neighbourhood, ambient odour monitoring program conducted by an independent odour practitioner selected by the Town with results simultaneously delivered to the Town and the facility operator and posted online for public access</li> </ul>
5. Penalty	Fines for Contraventions	<ul style="list-style-type: none"> <li>• Any contravention of a provision of the By-law can be designated as a continuing offence under the Municipal Act</li> <li>• A Person who contravenes is guilty of an offence and liable to a fine under the Provincial Offences Act.</li> </ul>
6. Continuing Offence	Each calendar day is considered a separate offence	Applies to Section 2, 3 or 4 contraventions
7. Enforcement	Facility Shutdown	Can apply to the Superior Court of Justice to close the facility for up to two years under certain conditions
8. Powers of Entry	Powers of Entry	The Town can enter the facility under certain conditions

Section	Description	Approach Taken
9. Powers of Inspection	Powers of Inspection	The Town can require and inspect documents, request information, make examinations or conduct tests, and inspect for the purpose of a Section 8 Inspection.

#### 4.2.3. Managing Cannabis Nuisances Does Not Conflict with Normal Farm Practices

Notwithstanding the strong regulatory authorities provided in Section 3.3 and Section 3.10, the question often arises as to whether we can regulate nuisances with respect to cannabis operations, given the protections provided for normal farm practices under the Farming and Food Production Protection Act, 1998 (FFPPA). We have examined that question, and our conclusion is yes, Pelham can regulate cannabis nuisances.

The relevant exceptions in the FFPPA are noted below:

1. Section 2 (1.1) A practice that is inconsistent with a regulation made under the Nutrient Management Act, 2002 is not a normal farm practice. 2002, c. 4, s. 63 (1).
2. Section 2 (3) Subsections (1) and (2) do not apply to preclude an injunction or order, in respect of a nuisance or disturbance, against a farmer who has a charge pending related to that nuisance or disturbance under the,
  - (a) Environmental Protection Act;
  - (b) Pesticides Act;
  - (c) Health Protection and Promotion Act; or
  - (d) Ontario Water Resources Act. 1998, c. 1, s. 2 (3).
3. Section 2 (5) This Act is subject to the Environmental Protection Act, the Pesticides Act and the Ontario Water Resources Act. 1998, c. 1, s. 2 (5).

The regulation of nuisances recommended in the Odorous Industries Nuisance By-law relies on the Environmental Protection Act which takes precedence over the FFPPA.

Furthermore, the cannabis industry is new and changing and what constitutes a normal farm practice is yet to be established and proven. [Reference].

#### 4.2.4. Agency Comments and Cannabis Producer Comments Regarding Cannabis Nuisance By-law

The Niagara Region only provided comments with respect to the draft Official Plan Amendment (OPA) and Zoning By-law Amendment (ZBA) presented at the 10 September 2019 Public Meeting. The Niagara Region did not provide any comments with respect to the proposed Cannabis Odour by-law presented at the Public Meeting. See [4].

The Solicitors for CannTrust provided the following general comments:

- Municipal by-laws cannot conflict with federal legislation/regulations.
- Municipal by-laws cannot frustrate the purpose of a federal enactment.
- The proposed prohibition section creates the potential for direct conflict with federal approvals.
- Both light and odour are dealt with in the Cannabis Regulations.
- How does the Town justify targeting cannabis? The by-law is discriminatory.

The CCC has considered these comments and done its best to address them. The CCC believes the proposed by-law is consistent with federal legislation and has taken care with legal advice to not frustrate the purpose of the Federal Cannabis Act.

The Solicitors for RedeCan provided comments including the following:

- The regulations as currently drafted do not set out the requirements in a clear and objective manner. Several specific ambiguities were identified.
- It also appears that certain portions of the Regulations may overstep the Town's authority and conflict with provincial and federal legislation.
- It is suggested that the consequence be tailored to the type or nature of the offence.
- It is felt that it is an extremely broad provision to force a closure of a facility for up to two years.
- Any enforcement access rights to their facilities should be consistent with the licensee's federal obligations.
- Any removal of documents need to be limited to copies.

These comments have been considered by the CCC and by staff and efforts have been made to address them where appropriate.

Leviathan did not attend the Public Meeting and did not provide any comments on the draft by-laws, OPA, and ZBA.

Following publication of a 1<sup>st</sup> draft of the Odorous Industries Nuisance By-law by the CCC in its presentation to the Policy & Priorities Committee on February 3<sup>rd</sup>, 2020, letters with detailed comments were provided by the lawyers for CannTrust and Redecan. These comments were reviewed by the CCC, staff and by Aird & Berlis who are assisting the CCC and the Town. Aird & Berlis proposed various amendments which were considered and approved by the CCC and which have led to the current draft Odorous Industries Nuisance By-law found in Appendix C.

#### 4.2.5. Managing Odour

Pelham is fortunate to have a local odour expert, Mr. Phil Girard, P.Eng, who is a resident of Pelham. Mr. Girard spent his career at Pinchin Ltd working with odorous industries and the MECP in Ontario, to help odorous industries mitigate the adverse effects of odour and comply with MECP regulations. He started the Air/Nose Group at Pinchin Environmental in 1996 and has provided training to staff at the former Ministry of the Environment.

Mr. Girard has volunteered countless hours of his time to assist the CCC in understanding odour and how to use practices established for odorous industries by the MECP to develop by-law provisions to manage cannabis odour in Pelham.

As he indicated below [Girard, 2019, pg.56/57] the Town does not have to re-invent the wheel, and so we didn't.

---

*Odour can be quantitatively measured so that it can be managed. The "type" of smell is irrelevant.*

- Ambient programs can be used to evaluate ongoing compliance.*
  - Industry is already required to prepare emission summary and dispersion modelling reports that demonstrate compliance with provincial limits.*
  - If a complaint arises, industry is required to develop an abatement plan.*
  - There are MECP protocols for contaminant reporting, odour sampling, analysis and modelling. The Town does not have to re-invent the wheel.*
- 

Odour problems can be predicted by conducting an odour study that produces an Emission Summary and Dispersion Modelling Report (ESDM) in accordance with Ministry Guidelines. The CCC recommends that new cannabis industry applicants or existing cannabis facilities seeking an expansion or site alteration are required to prepare an ESDM using a licenced engineering practitioner (LEP), prior to the granting of site plan approval or a building permit. Cannabis applicants would be wise to do this anyway, as when they release emissions at a high rate of air exchange, they are also taking in the neighbouring air which can introduce contaminants into their environment. It should be noted that Pelham's *rolling hills* geography and micro-climates can cause odour to disperse along unexpected paths in comparison to other flat geographies where the odour dispersion prediction is more accurate.

The ESDM in Ontario typically uses AERMOD modelling software to predict odour dispersion and odour strength levels measured in odour units (OUs) at sensitive receptors such as residents and schools in the vicinity of a proposed cannabis facility. AERMOD takes into account five years of meteorological data and incorporates local terrain topography to predict how odour will travel from the proposed facility.

The ESDM allows a cannabis facility operator to determine the extent of their odour mitigation systems needed to ensure that odour remains at the detection threshold at sensitive receptors, which is 2 OUs.

The Contingency Odour Mitigation Plan that is incorporated in the regulations of the recommended by-law (See Table 3 Section 4) provides for additional odour mitigation at the facility should the facility be determined to not be in compliance with the odour thresholds established by the By-law.

If you don't measure it, you can't manage it. In accordance with our proposed By-law and following MECP established guidelines and industry practices, three different methods are proposed to measure the odour that

escapes cannabis facilities and other odorous industrial facilities that may wish to locate to Pelham in the future:

1. An ambient neighbourhood monitoring program that measures odour at many different locations in the vicinity of a facility (upwind and downwind) and at unannounced or random times, so that the actual odour dispersion and odour strength can be monitored and assessed over time at sufficient frequency to quantitatively characterize the escaping odour. These data are invaluable as they can be used to quantitatively assess compliance, validate complaints at sensitive receptors, and monitor improvements made by cannabis operators with the addition of further odour mitigation technologies.
2. Odour measurement at the property line(s) of a facility in response to complaints and randomly.
3. Odour measurement at the property of a sensitive use in response to complaints.

---

*We recommend that the Ambient Neighbourhood Odour Monitoring Program be conducted by a third-party professional paid for by the cannabis facilities, with data published on-line to share with the cannabis industry, the Town and the public.*

*We recommend that odour measurement at the property line(s) of a facility and the property of a sensitive use be conducted by enforcement staff.*

---

MECP Technical Bulletin "Methodology for Modelling Assessment of Contaminants with 10-Minute Average Standards and Guidelines", Sept 2016, describes the modelling methodology used in predicting the worst-case odour levels to be expected from a facility. The Technical Bulletin indicates that "If the modelled number of exceedances at a human receptor are below a prescribed amount (0.5% of the time on an annual basis which corresponds to approximately 44 hours per year) then the facility is deemed, for assessment purposes, to meet the standard/guideline." The proposed ambient neighbourhood monitoring program is based on a two (2) OU threshold, with non-compliance triggered on the 45<sup>th</sup> occurrence of threshold exceedance, where measurements are taken at least an hour a part for consistency with the methodology used in the Technical Bulletin.

A threshold of six (6) OUs is proposed for the facility property line threshold (which is quite high) and four (4) OUs at the property of a sensitive use, notwithstanding that federal regulations require no odour. We are trying to be reasonable and fair with these thresholds.

Because cannabis odour is not continuous from a facility, arises in the flowering stage, will vary depending on how a facility is venting air, and will vary with meteorological conditions, only an ambient monitoring program can capture the necessary data.

The ambient neighbourhood monitoring data will be invaluable for research, and will also assist with relations with neighbouring Towns.



For example, residents of Welland in the Balsam Street area who are downwind from RedeCan have made numerous complaints regarding the excessive odour they regularly face with prevailing westerly winds. Because odour from cannabis facilities in Pelham travels distances in excess of 2 km, Pelham should be neighbourly with Welland by ensuring that the ambient monitoring program includes neighbourhoods in Welland. The tables could be turned quite quickly on Pelham residents if new cannabis facilities locate in bordering Welland, Thorold, Wainfleet and West Lincoln.

Measuring odour is done most practically using a field olfactometer, which is a device that costs approximately \$5,000. The Nasal Ranger or the Scentroid SM100 are examples of such field olfactometers. The CCC recommends that the Town's enforcement staff purchase and use both of these devices for the property line measurements.

## FIELD OLFACTOMETERS

- Portable devices that measure odour in the community
- Examples: Nasal Ranger  
Scentroid SM100



**NASAL RANGER**  
field olfactometer



[Girard, 2019, pg. 34/57]

### 4.3. JUSTIFICATION AND RATIONALE FOR NOISE NUISANCE BY-LAW

Justification and rationale for the recommended approach and proposed Noise Nuisance By-law are provided in this section.

#### 4.3.1. Managing Noise

The source for the CCC's recommendation of MECP's NPC-300 Guideline for managing noise is [Forristal et al, 2013], where the following is provided:

*In October 2013 the MOE released the new Environmental Noise Guideline, Stationary and Transportation Sources - Approval and Planning – Publication NPC-300 (the “NPC-300 Guidelines”), replacing older guidelines including Publication LU-131 – Noise Assessment Criteria in Land Use Planning and Publication NPC-205 – Sound Level Limits for Stationary Sources in Class 1 and 2 Areas (Urban). The NPC-300 Guidelines are intended to address the control of sources of noise emissions to the environment by providing sound level limits for stationary sources such as industrial establishments. Compliance with the NPC-300 Guidelines must be demonstrated by applicants for ECAs under the EPA. The sound level limits may also be applied when noise complaints are made to the MOE and an investigation is undertaken to determine if such noise constitutes an adverse effect contrary to section 14 of the EPA.*

---

*The NPC-300 Guidelines also provide advice, sound level limits and guidance that may be used in the land use planning process.*

---

NPC-300 itself [NPC-300] notes the following in Section A6.4 Municipal Act<sup>1</sup>:

---

*The Municipal Act empowers municipalities to enact noise by-laws to control sound (noise). The NPC guidelines are included by municipalities in many municipal noise by-laws enacted under the Municipal Act.*

---

---

<sup>1</sup> It should be noted that the NPC guidelines do not apply to noise sources from agricultural operations during the course of normal farm practice, which are subject to the Farming and Food Production Protection Act, 1998.



#### 4.4. JUSTIFICATION AND RATIONALE FOR LIGHT NUISANCE BY-LAW

Justification and rationale for the recommended approach and proposed Light Nuisance By-law are provided in this section. This section provides some preliminary information and will be completed when a light nuisance by-law is developed and proposed in a future release of this report.

##### 4.4.1. Managing Light

The light pollution in Pelham associated with the sky glow emanating from the cannabis facilities in Pelham is severe and continues to plague Pelham and neighbouring residents unabated, where it can be seen at great distances (see Section 2.2). Hence regulations and enforcement are required.

The Planning Context presented in Section 3 certainly supports Pelham regulating to mitigate this nuisance. The sky glow can be eliminated by the cannabis operators and it should be eliminated to restore Pelham to the picturesque, dark sky community that it was.

The Royal Astronomical Society of Canada (RASC) has been promoting Dark-Sky Protection Program to protect people and wildlife from the harmful effects of light pollution, including sky glow, light trespass and glare [RASC, 2018].

---

*The goal of the RASC Dark-Sky Protection Program is to promote the reduction in light pollution, demonstrate good ecologically sound night-time lighting practices, improve the nocturnal environment of wildlife, protect and expand dark observing sites for astronomy, and provide accessible locations for the general public to experience the naturally dark night sky.*

---

Communities in North America have begun to react to the harmful effects of light pollution and are adopting Dark Sky policies to reduce light pollution and its effects on their communities.

#### **4.5. JUSTIFICATION AND RATIONALE FOR OP AND ZBL AMENDMENTS**

Justification and rationale for the recommended approach and proposed Official Plan (OP) and Zoning By-law (ZBL) amendments are provided in this section.

This section will be completed when OP/ZBL amendments are developed in a future release of this report.

DRAFT

## 5. REFERENCES

References will be continue to be added here until the final release of this report.

1. AM-07-19 OP-AM-01-19 September 10 Public Meeting minutes.pdf
2. [Forristal et al, 2013], Land Use Compatibility – Noise & Odour, Annik Forristal, Mary Flynn-Guglietti & Henry Krupa, McMillan LLP
3. MPAC Webinar 6 November 2019 Regarding Classification Treatment of Cannabis Licenced Facilities:  
<https://www.youtube.com/watch?v=C-7zudPJPsg&feature=youtu.be>
4. AM-07-19 OP-AM-01-19 Regional Comments.pdf
5. AM-07-19 OP-AM-01-19 Public Comments as of December 9 19. Pdf
6. [Girard, 2019] P Girard Cannabis Control Committee Odour Briefing Oct 30 2019.Pdf
7. [NPC-300] NPC-300\_Final-Approved\_011-0597.Pdf
8. [RASC, 2018 ] RASC-GOL\_2018\_1.Pdf

## 6. APPENDICES

Appendices will be provided here in future releases of this report. Only Appendix C: Odorous Industries Nuisance By-law is available at this time.

### Appendices

- a. Public Concerns
- b. Public Meeting Comments 10 September 2019
- c. Odorous Industries Nuisance By-law**
- d. Site Plan Control By-law Amendment
- e. Official Plan Amendment
- f. Zoning By-law Amendment
- g. Noise Nuisance By-law
- h. Light Nuisance By-law
- i. Research Reports

### **APPENDIX C: Odorous Industries Nuisance By-law**

The draft, recommended by-law follows.

THE CORPORATION OF THE  
T O W N O F P E L H A M

BY-LAW NO. 4202(2020)

**Odorous Industries Nuisance By-law**

**Being a by-law to regulate certain matters and nuisances related to odorous industrial facilities.**

---

**WHEREAS** subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that the powers of a municipality under the statute or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** section 128 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to Public Nuisances, including matters that, in the opinion of council are, or could become, or cause Public Nuisances;

**AND WHEREAS** subsection 129(1) of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to odour;

**AND WHEREAS** subsection 425(1) of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that a Person who contravenes a by-law of the municipality passed under the statute is guilty of an offence;

**AND WHEREAS** section 429 of the *Municipal Act, 2001* provides a municipality with the authority to impose fines for offences of a by-law passed under the statute;

**AND WHEREAS** subsection 436(1) of the *Municipal Act, 2001* provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not certain matters set out in the statute are being complied with;

**AND WHEREAS** section 447.1 of the *Municipal Act, 2001* provides that upon application of a municipality, the Superior Court of Justice may issue an order for all or part of a premises to close if activities on the premises constitute a Public Nuisance which has a detrimental impact on the use and enjoyment of nearby property and the owner or occupants of the premises or part of the premises knew or ought to have known of the Public Nuisance and did not take adequate steps to eliminate it;

**AND WHEREAS** Health Canada has recognized that licensed producers of Cannabis are expected to obey all applicable municipal by-laws;

**AND WHEREAS** municipalities may refer to provincial legislation, regulations and guidelines for guidance in determining how to mitigate potential Adverse Effects and Public Nuisances related to Cannabis Operations because such operations are an emerging land use;

**AND WHEREAS** clause 85(1)(a) of the Cannabis Regulations SOR/2018-144, provides that any building or part of a building where cannabis or anything that will be used as an ingredient is produced, packaged, labelled, stored or tested must be



equipped with a system that filters air to prevent the escape of odours associated with cannabis plant material to the outdoors;

**AND WHEREAS** subsection 14(1) of the *Environmental Protection Act*, R.S.O. 1990, c. E.19, provides that a person shall not discharge a contaminant or cause or permit the discharge of a contaminant into the natural environment, if the discharge causes or may cause an Adverse Effect;

**AND WHEREAS** pursuant to subsection 1(1) of the *Environmental Protection Act*, “contaminant” includes any odour resulting directly or indirectly from human activities that causes or may cause an Adverse Effect;

**AND WHEREAS** landfill operations, slaughter house operations or rendering operations may also create Adverse Effects and Public Nuisances by the escape of odours from such operations;

**AND WHEREAS** the standards and methods set out in the Ministry of the Environment, Conservation and Parks D-6 Guideline and O. Reg. 419/05 have guided the Town in the development of the regulations contained in this By-law;

**AND WHEREAS** without regulation and enforcement at the municipal level, Odorous Industrial Facilities could become or cause Public Nuisances;

**AND WHEREAS** the Town has received numerous complaints from residents with respect to Adverse Effects and Public Nuisances caused by Cannabis Operations;

**AND WHEREAS** complaints from residents have established the need for the Town to regulate, control and prohibit existing and potential Adverse Effects and Public Nuisances caused by Odorous Industrial Facilities;

**AND WHEREAS** the Council of the Town has deemed it to be in the public interest that this By-law be enacted to regulate, control and prohibit Adverse Effects and Public Nuisances caused by Odorous Industrial Facilities;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:**

## **INTERPRETATION**

1. For the purpose of this By-law, the following terms shall have the corresponding meanings:
  - (a) “Adverse Effect” means one or more of,
    - (i) impairment of the quality of the natural environment for any use that can be made of it,
    - (ii) injury or damage to property or plant or animal life,
    - (iii) harm or material discomfort to any Person,
    - (iv) an adverse effect on the health of any Person,
    - (v) impairment of the safety of any Person,
    - (vi) rendering any property or plant or animal life unfit for human use,
    - (vii) loss of enjoyment of normal use of property, and

- (viii) interference with the normal conduct of business;
- (b) "By-law" means this Odorous Industries Nuisance By-law;
- (c) "Cannabis Operation" means any cannabis-related activity that is authorized pursuant to and in accordance with the *Cannabis Act*, S.C. 2018, c. 16 or the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, and pursuant to any regulations made under the *Cannabis Act* or the *Controlled Drugs and Substances Act* but does not include the production of up to four (4) cannabis plants at any one time in a dwelling house as authorized by the *Cannabis Act*;
- (d) "Cannabis" shall have the same meaning as defined in the *Cannabis Act*;
- (e) "Council" means the Council of the Town of Pelham;
- (f) "day" means a calendar day;
- (g) "Enforcement Officer" means a by-law enforcement officer appointed by Council for the purpose of the enforcement of Town by-laws or any police officer as defined by the *Police Services Act*, R.S.O. 1990 c. P.15;
- (h) "Heavy Odour Operation" means a landfill operation, slaughter house operation, or rendering operation;
- (i) "LEP" means a licensed engineering practitioner who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*, R.S.O. 1990, c. P.28;
- (j) "MECP" means the Ontario Ministry of the Environment, Conservation and Parks;
- (k) "Multiple Offence" means an offence in respect of two or more acts or omissions each of which separately constitutes an offence under this By-law and is a contravention of the same provision of this By-law;
- (l) "Obnoxious Odour" means an odour from an Odorous Industrial Facility that:
  - (i) emanates from a property and disperses or is likely to disperse to one or more other properties, and
  - (ii) is of such strength that it causes or is likely to cause an Adverse Effect;
- (m) "Odour Unit" is a measure of the number of dilutions required to render a sample to the detection threshold, commonly expressed as an odour concentration (OU/m<sup>3</sup>) and one (1) Odour Unit is defined as the point where 50% of a normal population could just detect that an odour is present. Measurement of the strength of an odour in Odour Units is facilitated using a laboratory or field olfactometer;
- (n) "Odorous Industrial Facility" means any land, building, structure or other improvement used in connection with:
  - (i) a Cannabis Operation, or
  - (ii) a Heavy Odour Operation;

- (o) “Person” means a natural person, a corporation, partnership or association and their heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;
- (p) “Public Nuisance” means a public nuisance as determined by Council pursuant to section 128 of the *Municipal Act, 2001*;
- (q) “Sensitive Use” means a school, day care, playground, sporting venue, park, recreational area, residence, place of worship, community centre or any other place where people regularly gather or sleep;
- (r) “Town” means The Corporation of the Town of Pelham;
- (s) “Vicinity” means the area formed between the inner polygon defined by the property lines of an Odorous Industrial Facility and an outer polygon separated by two (2) kilometers from the inner polygon, wherein every point in the area is a distance of no more than two (2) kilometers from the nearest point on the inner polygon; and
- (t) “Zone” means an area delineated on a zoning map schedule and established and designated by the Comprehensive Zoning By-law 1136(1987), or any amendment or subsequent comprehensive zoning by-law duly enacted, for a specific use or group of uses.

## **PROHIBITIONS**

- 2. No Person shall operate an Odorous Industrial Facility:
  - (a) that causes an Adverse Effect or Public Nuisance; or
  - (b) except in accordance with the provisions of this By-law.

## **LICENCES**

- 3. The owner, occupier and/or operator of an Odorous Industrial Facility shall produce for inspection all licences, registrations and other forms of authorization which permit the Cannabis Operation or the Heavy Odour Operation, as the case may be, on the property.

## **ODOROUS INDUSTRIAL FACILITY REGULATIONS**

- 4. An Odorous Industrial Facility shall:
  - (a) promptly inform the Town of any lapses, non-compliances, changes or proposed changes to its licences, registrations and operating authorities issued by the Government of Canada and its agencies including Health Canada and Canada Revenue Agency, the Province of Ontario including the MECP, the Town and any other competent authority;
  - (b) operate only in a Zone designated for such use or in accordance with a zoning by-law amendment approved by Council;
  - (c) employ systems, including air filtration systems, throughout the Odorous Industrial Facility where Cannabis or other odour is present to prevent the escape of Obnoxious Odours;
  - (d) ensure that at all Sensitive Uses within the Vicinity, the odour strength measured from the Odorous Industrial Facility never exceeds two (2) Odour

Units more than forty-four (44) times per year, where measurements can be taken anywhere on the property of a Sensitive Use with any successive measurements to be taken at least one hour apart;

- (e) ensure that the odour strength of the Odorous Industrial Facility never exceeds four (4) Odour Units as measured anywhere on the property of any Sensitive Use within the Vicinity;
  - (f) ensure that the odour strength measured at any point on any property line of the Odorous Industrial Facility never exceeds six (6) Odour Units; and
  - (g) document, and report to the Town all complaints received from neighbours and residents and detail the corrective action that will be implemented, including a timeline to prevent further Adverse Effects; and report to the Town any corrective action taken within five (5) days of commencement of such action and again within five (5) days following completion of such action.
5. In addition to the requirements set out in Section 4, an Odorous Industrial Facility that is over fifty (50) square metres in size shall:
- (a) pay for an ongoing neighbourhood, ambient odour monitoring program conducted by independently trained and competent odour practitioner(s) selected by the Town with results simultaneously delivered to the Town and the Odorous Industrial Facility operator and posted online at a website managed on behalf of the Town for public access; and
  - (b) prepare at no cost to the Town a contingency odour mitigation plan signed/sealed by an LEP which shall be in the form of an MECP Emission Summary and Dispersion Modelling report detailing the odour inventory and mitigation that will be employed, off-property odour impact predictions, implementation timelines, and a signed/sealed statement by the LEP that the odour strength will not exceed two (2) Odour Units at any Sensitive Use in the Vicinity more than 0.5% of the time on an annual basis as per MECP Technical Bulletin "Methodology for Modeling Assessment of Contaminants with 10 Minute Average Standards and Guidelines", September 2016.
6. In the event that an Enforcement Officer finds that an Odorous Industrial Facility has contravened Section 4(d), 4(e) or 4(f) of this By-law,, the Enforcement Officer shall provide written notice to the owner of the Odorous Industrial Facility whereupon, the Enforcement Officer is entitled to take any enforcement action he or she deems reasonable under this By-law.

## **PENALTIES**

7. Any Person who contravenes any provision of this By-law is guilty of an offence and on conviction, is liable to the following fines:
- (a) in the case of a first conviction, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$50,000;
  - (b) in the case of a second or subsequent conviction, a minimum fine shall not exceed \$1,000 and a maximum fine shall not exceed \$100,000;
  - (c) in the case of a conviction for a continuing offence, for each day or part of a day that the offence continues, a minimum fine shall not exceed \$500 and

a maximum fine shall not exceed \$10,000, and the total of all of the daily fines for the offence is not limited to \$100,000; and

- (d) in the case of a conviction for a multiple offence, for each offence included in the multiple offence, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$10,000, and the total of all fines for each included offence is not limited to \$100,000.
- 8. On conviction of an second or subsequent offence under this By-law a Person is also liable to a special fine, in addition to any fine provided for in Section 7, in an amount equal to the fair market value of the economic advantage or economic gain so obtained from the contravention of this By-law, and which amount may exceed \$100,000.
- 9. A director or officer of a corporation who knowingly concurs in a contravention of this By-law is guilty of an offence and, upon conviction, is liable to the penalties set out in Section 7.

#### **ENFORCEMENT**

- 10. For the purpose of enforcing this By-law, an Enforcement Officer may exercise any power, authority or remedy granted to the Town pursuant to the *Municipal Act, 2001*.

#### **POWERS OF ENTRY**

- 11. Pursuant to section 436 of the *Municipal Act, 2001* and in addition to any other powers of entry granted to the Town, the Town, by its employees or agents, may enter on the premises of an Odorous Industrial Facility at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
  - (a) this By-law or any other by-law passed by the Town;
  - (b) any direction or order of the Town made under the *Municipal Act, 2001* or this By-law; or
  - (c) an order to discontinue or remedy a contravention of this By-law for which a conviction has been entered by a court of competent jurisdiction.

#### **POWERS OF INSPECTION**

- 12. The Town may do any of the following for the purpose of an inspection under Section 11:
  - (a) require the production for inspection of documents or things relevant to the enforcement of this By-law;
  - (b) inspect and remove documents or things relevant to the enforcement of this By-law for the purpose of making copies or extracts;
  - (c) require information from any Person concerning the matter relevant to the enforcement of this By-law;
  - (d) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection; and



- (e) conduct a lawful inspection under this By-law by an Enforcement Officer without interference, obstruction or hinderance by any Person.

**SEVERABILITY**

- 13. If a Court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-law and it is hereby declared that the remainder of the By-law shall be remain in force.

**LEGISLATION**

- 14. Reference to any legislation (statutes, regulations, by-laws, technical bulletins, etc.) in this By-law includes an amendment, replacement, subsequent enactment or consolidation of such legislation.

**EFFECT**

- 15. This By-law shall take effect and be in force ninety (90) days following its enactment.

ENACTED, SIGNED AND SEALED THIS

<\*> DAY OF <\*>, 2020

\_\_\_\_\_  
MAYOR MARVIN JUNKIN

\_\_\_\_\_  
CLERK NANCY J. BOZZATO

## **REGULAR COUNCIL MINUTES**

**Meeting #:** C-04/2020 - Regular Council  
**Date:** Monday, March 2, 2020  
**Time:** 5:30 PM  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present:** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present:** David Cribbs  
Nancy Bozzato  
Bob Lymburner  
Marc MacDonald  
Jason Marr  
Teresa Quinlin  
Vickie vanRavenswaay  
Barbara Wiens

**Other:** Delegations and 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 5:49 pm, the Mayor noting a late start due to a closed session meeting running late, with apologies.

### **2. Singing of National Anthem**

The National Anthem was sung by those present to officially open the meeting.

### **3. Approval of Agenda**

**Moved By** Marianne Stewart

**Seconded By** John Wink

BE IT RESOLVED THAT the agenda for the March 2, 2020 Regular meeting of Council be adopted.

**Amendment:**

**Moved By** Mike Cioffi

**Seconded By** Marianne Stewart

**THAT the Agenda be amended by adding the Cannabis Control Committee as a Delegation under Agenda Item 5.2.4;**

**AND THAT the Rules of Procedure as contained in the Town of Pelham Procedural By-law, Section 18(ii)(d) be suspended to permit a fourth delegation to address Council, whereas the By-law stipulates a maximum of three.**

**Carried**

**Amendment:**

**Moved By** John Wink

**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT the agenda for the March 2, 2020 Regular meeting of Council be adopted, as amended.**

**Carried**

**4. Disclosure of Pecuniary Interests and General Nature Thereof**

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

**5. Hearing of Presentation, Delegations, Regional Report**

**5.1 Presentations**

Councillor Wink announced that the Pelham Summerfest Event has once again, in the sixth straight year, voted one of the Top 100 Festivals in Ontario. He noted that over 2000 festivals are held in Ontario, and this award provides a strong tribute to the Town in acknowledging this achievement.

**5.2 Delegations**

**5.2.1 Request for Development and Implementation of Outdoor Lighting Policy**

Wayne Liebau presented information regarding the development of an outdoor lighting policy.

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**BE IT RESOLVED that Council receive the delegation by Wayne Liebau requesting development of an outdoor lighting policy, for information.**

**Carried**

**5.2.2 Outline of Concerns Regarding 42 Emmett Street**

Cari Pupo addressed Council regarding her concerns relating the property known as 42 Emmett Street.

**Moved By** Ron Kore

**Seconded By** Mike Ciolfi

**BE IT RESOLVED that Council receive the delegation by Cari Pupo regarding her concerns relating to the property known as 42 Emmett Street, for information.**

**Carried**

#### **5.2.3 BioForest 2019 Population Surveys and 2020 Defoliation Forecasts - Gypsy Moth**

Allison Craig, Manager, Urban Forest Health Services, BioForest presented information regarding the 2019 Gypsy Moth Population Surveys and the 2020 Defoliation Forecasts.

**Moved By** Ron Kore

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT Council receive for information the presentation by Allison Craig, Manager, Urban Forest Health Services, BioForest regarding the 2019 Gypsy Moth Population Surveys and the 2020 Defoliation Forecasts.**

**Carried**

#### **5.2.4 Cannabis Control Committee**

Tim Nohara provided the Cannabis Control Committee's position on whether or not to hold another public meeting relating to cannabis-related by-laws. It is their opinion that it is premature for Council to make a determination as to whether or not a second public meeting be convened. Mr. Nohara was requested to provide his presentation to the Clerk.

**Moved By** Mike Ciolfi

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT Staff be directed to develop a Dark Skies Policy and/or Dark Skies By-law to be provided to Council for review by the end of May, 2020.**

**Carried**

**Moved By** Lisa Haun

**Seconded By** Ron Kore

**BE IT RESOLVED THAT Council authorize additional legal spending relating to the Cannabis Control Committee and the Chief Administrative Officer be directed to utilize any available budgetary resources from the approved Planning budget prior to using any new monies for such legal expenses not included in the 2020 Budget, such authority not to exceed \$30,000.**

**Carried**

**Moved By** Mike Ciolfi

**Seconded By** Lisa Haun

**BE IT RESOLVED that Council receive the delegation by Tim Nohara, Chair of the Cannabis Control Committee for information.**

**Carried**

### **5.3 Report of Regional Councillor**

Regional Councillor Huson presented her March 2nd Report. She also highlighted the Niagara Peninsula Conservation Authority Comfort Maple Legacy Project.

**Moved By** Mike Ciolfi

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT the March 2, 2020 report submitted by Regional Councillor Huson, be received for information.**

**Carried**

## **6. Adoption of Minutes**

**Moved By** Ron Kore

**Seconded By** Lisa Haun

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

**1.C-03-2020 Regular Council Minutes February 18, 2020**

**2. SC-02/2020 Special Council Minutes February 18, 2020**

**Carried**

## **7. Business Arising from Council Minutes**

None

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



The following Items were lifted for separate consideration:

Item 9.1.2 - PCOW-01/2020 Recommendations

Item 9.4.1 - Autism Ontario, World Autism Awareness Day

Item 9.5.1 - Niagara Federation of Agriculture

**9. Consent Agenda Items to be Considered in Block**

**Moved By** Lisa Haun

**Seconded By** John Wink

**BE IT RESOLVED THAT the Consent Agenda items as listed on the March 2nd, 2020 Council Agenda be received and the recommendations contained therein be approved, as applicable.**

-----

**9.1 Presentation of Recommendations Arising from COW or P&P, for Council Approval**

**BE IT RESOLVED THAT COUNCIL HEREBY approves the Recommendations Resulting from the following:**

**1. COW-02/2020 - Committee of the Whole Minutes - February 18, 2020**

~~2. PCOW-01/2020 - Public Meeting Under Planning Act - February 10, 2020 (lifted)~~

**9.2 Minutes Approval – Committee**

**9.2.1 BE IT RESOLVED THAT Council receive the following minutes for information:**

**1. COW-02/2020 - Committee of the Whole Minutes - February 18, 2020**

**2. PCOW-01/2020 - Public Meeting Under Planning Act - February 10, 2020**

**9.4 Action Correspondence of a Routine Nature**

~~9.4.1 Autism Ontario, World Autism Awareness Day – Proclamation Request~~

~~BE IT RESOLVED THAT Council receive the delegation submitted by Autism Ontario; and~~

~~THAT Council proclaim April 2, 2020 as World Autism Awareness Day. (lifted)~~

**9.5 Information Correspondence Items**

~~9.5.1 Niagara Federation of Agriculture – Request for Support of Bill 156, Security from Trespass and Protecting Food Safety Act~~

~~BE IT RESOLVED THAT Council receive the correspondence from the Niagara Federation of Agriculture regarding Bill 156, Security from Trespass and Protecting Food Safety Act, for information. (lifted)~~

#### **9.5.2 Niagara Regional Housing Fourth Quarter Report**

**BE IT RESOLVED THAT Council receive the fourth quarter report from Niagara Regional Housing, dated February 14th, 2020 , for information.**

#### **9.7 Committee Minutes for Information**

##### **9.7.1 Pelham Public Library Board Minutes**

**BE IT RESOLVED THAT Council receive the Pelham Library Board special and regular meeting minutes from January 22, 2020; for information.**

##### **9.7.2 Summerfest Committee Minutes**

**BE IT RESOLVED THAT Council receive the Summerfest Committee minutes dated January 29, 2020, for information.**

##### **9.7.3 MCC Hospitality Committee Minutes**

**BE IT RESOLVED THAT Council receive the MCC Hospitality Committee minutes dated January 8, 2020, for information.**

##### **9.7.4 MCC User Group Minutes**

**BE IT RESOLVED THAT Council receive the MCC User Group minutes dated January 16, 2020, for information.**

##### **9.7.5 Pelham Seniors Advisory Committee Minutes**

**BE IT RESOLVED THAT Council receive the Pelham Seniors Advisory Committee minutes dated November 21, 2019, December 18, 2019 and January 16, 2020, for information.**

##### **9.7.6 Pelham Public Art Advisory Committee Minutes**

**BE IT RESOLVED THAT Council receive the Pelham Public Art Advisory Committee minutes dated January 15, 2020, for information.**

##### **9.7.7 Committee of Adjustment Minutes**

**BE IT RESOLVED THAT Council receive the Committee of Adjustment minutes dated December 3, 2019, January 14, 2020 and January 28, 2020, for information.**

**Carried**

#### **10. Items for Separate Consideration, if Any**

##### **10.1 PCOW Recommendations from February 10, 2020**

**Moved By** Lisa Haun

**Seconded By** John Wink

BE IT RESOLVED THAT COUNCIL HEREBY approves the Recommendations Resulting from the following:

PCOW-01/2020 - Public Meeting Under Planning Act - February 10, 2020

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

THAT PCOW-01/2020 Recommendation #5 be amended by adding the following staff direction:

AND THAT Staff be directed to provide Council with a report outlining the proposed overall development plans for the consolidated lands.

**Amendment:**

**Moved By** Lisa Haun

**Seconded By** Ron Kore

**THAT the motion be further amended by adding the following:**

**THAT staff provide a report to examine front-loading all development charges so that the Town will assume less/reduced financial risk/burden associated with development but rather developers assume a greater share of the financial burden.**

**Carried**

**Amendment:**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**THAT PCOW-01/2020 Recommendation #5 be amended by adding the following staff direction:**

**"AND THAT Staff be directed to provide Council with a report outlining the proposed overall development plans for the consolidated lands; and**

**THAT Staff provide a report to examine front-loading all development charges so that the Town will assume less/reduced financial risk/burden associated with development but rather developers assume a greater share of the financial burden."**

**Carried**

**Moved By** Lisa Haun

**Seconded By** John Wink

**BE IT RESOLVED THAT COUNCIL HEREBY approves the Recommendations resulting from PCOW-01/2020, with recommendation #5 as amended.**

**Carried**

**10.2 Autism Ontario, World Autism Awareness Day - Proclamation Request**

**Moved By** Lisa Haun

**Seconded By** John Wink

**BE IT RESOLVED THAT Council receive the delegation submitted by Autism Ontario; and**

**THAT Council proclaim April 2, 2020 as World Autism Awareness Day.**

**Carried**

**10.3 Niagara Federation of Agriculture - Request for Support of Bill 156, Security from Trespass and Protecting Food Safety Act**

**Moved By** Lisa Haun

**Seconded By** John Wink

**BE IT RESOLVED THAT Council receive the correspondence from the Niagara Federation of Agriculture regarding Bill 156, Security from Trespass and Protecting Food Safety Act, for information.**

**Carried**

**11. Presentation & Consideration of Reports**

**11.1 Reports from Members of Council:**

**11.2 Staff Reports Requiring Action**

**11.2.1 Proposed Town Solicitor Shared Services Agreement, 2020-0032-Chief Administrator Officer**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**BE IT RESOLVED THAT Council receive Report #2020-0032;**

**AND THAT Council approve the creation of a part-time Town Solicitor position in conjunction with the Township of Wainfleet and the Town of Fort Erie;**

**AND THAT the Chief Administrative Officer and Human Resources Coordinator be directed to initiate the recruitment process.**

**Carried**

**11.2.2 Procedural Planning Issue regarding Cannabis,  
2020-0026-Chief Administrator Officer**

Councillor Ciolfi made a motion to defer consideration on this matter, which did not obtain a second.

**Moved By** Marianne Stewart

**Seconded By** John Wink

THAT COUNCIL receive Report #2020-0026, Procedural Planning Issue Regarding Cannabis;

AND THAT Council direct Staff to proceed in accordance with the legal advice received from Aird and Berlis, LLP in this regard.

**Amendment:**

**Moved By** Marianne Stewart

**Seconded By** John Wink

THAT the motion be amended by removing the last paragraph.

**Defeated**

**Moved By** Marianne Stewart

**Seconded By** John Wink

**THAT COUNCIL receive Report #2020-0026,  
Procedural Planning Issue Regarding Cannabis;**

**AND THAT Council direct Staff to proceed in  
accordance with the legal advice received from Aird  
and Berlis, LLP in this regard.**

**Defeated**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**THAT the Rules of Procedure as contained in the  
Town of Pelham Procedural By-law, be suspended;**

**AND THAT the specified meeting curfew time of 9:00  
p.m. be and is hereby waived;**

**AND THAT the remainder of the business listed on  
the agenda for this meeting continue to be  
considered until all matter have been concluded.**

**Carried**



**11.2.3 2019 Gypsy Moth Monitoring Program Report and 2020 Gypsy Moth Management Program, 2020-0021-Public Works**

Councillor Kore requested that each residence (household) be billed \$50 for gypsy moth spraying, however no second was obtained.

**Moved By** Marianne Stewart

**Seconded By** John Wink

**THAT Council receive Report # 2020-0021 2019 Gypsy Moth Monitoring Report and 2020 Gypsy Moth Management Program Report for information; and**

**THAT Council approve the extension of Contract No. 2019-PW-19 to Lallemand Inc/Bioforest to include the services required to develop and administer an aerial spray and public volunteer program, estimated at \$35,000.00 + HST; and**

**THAT Council approve the use of Zimmer Air Services to conduct the 2020 aerial spray program; and**

**THAT Council direct staff to conduct a gypsy moth aerial spray program as described in Option 2, utilizing the approved budget of \$150,000.**

**Carried**

**12. Unfinished Business**

None

**13. New Business**

None

**14. Presentation and Consideration of By-Laws**

There were no by-laws presented.

**15. Motions and Notices of Motion**

None

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

None

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

None

**18. Resolution to Move in Camera**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**BE IT RESOLVED THAT the Closed Session Item, 18.1 In Camera Report, and the Policy and Priorities Committee meeting scheduled for March 2nd, 2020 be postponed, to be rescheduled at a date to be determined by the Clerk.**

**Carried**

**19. Rise From In Camera**

**20. Confirming By-Law**

**Moved By** Lisa Haun

**Seconded By** Marianne Stewart

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

**Being a By-law No. 4207(2020) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 2nd day of March, 2020.**

**Carried**

**21. Adjournment**

**Moved By** Lisa Haun

**Seconded By** Mike Ciolfi

**BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for March 23, 2020 at 5:30 pm.**

**Carried**

---

Mayor: Marvin Junkin

---

Town Clerk: Nancy J. Bozzato

## **SPECIAL COUNCIL MINUTES**

**Meeting #:** SC-03/2020 Special Council  
**Date:** Monday, February 24, 2020, 5:30 pm  
**Location:** Meridian Community Centre Kinsmen Community Room  
C, 100 Meridian Way  
Fonthill, ON  
L0S 1E6

**Members Present** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present** David Cribbs  
Nancy Bozzato  
Bob Lymburner  
Jason Marr  
Teresa Quinlin  
Vickie vanRavenswaay  
Barbara Wiens  
Sarah Leach  
Holly Willford  
Marc MacDonald

### **1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, the Mayor called the meeting to order at approximately 5:30 p.m.

### **2. Approval of the Agenda**

**Moved By** Lisa Haun

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED THAT the agenda for the February 24, 2020 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. 2019 Strategic Plan Prioritization Update**

Mr. Cribbs reviewed the Strategic Plan that was developed in 2019, the goals and achievements to date and provided an overview on how the meeting will proceed in order to determine the 2020 strategic priorities as they relate to the remainder of the Council term. The motions noted below were used to prioritize, with all motions duly carried.

**Moved By** Marianne Stewart

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED THAT the Rules of Procedure as contained in the Town of Pelham Procedural By-law, be suspended as they pertain to Rules of Debate and that representatives of the Town of Pelham Staff be permitted to participate in the discussion; and**

**THAT this permission be recognized for the input and debate portion only and not be deemed to include making motions or for voting privileges.**

**Carried**

**5. Alignment of 2020 Strategic Priorities**

Councillors Cioffi and Hildebrandt: New Zoning By-law 1-5

Councillors Stewart and Hildebrandt: Future of Library 6-10

Councillors Wink and Kore: Pass by-laws for Cannabis; Short Term Rental Policy; Invasive Species Policy & Plan; Negotiate Collective Agreement 1-5

Councillors Hildebrandt and Kore: Renew and Enhance PSR System 6-10

Councillors Haun and Kore: Proactive Communication Protocol 6-10

Councillors Cioffi and Hildebrandt: Comprehensive Parking Initiatives and Masterplan + MCC Parking Strategy (combined) 6-10

Councillors Cioffi and Hildebrandt: By-law Enforcement Policy 6-10

Councillors Haun and Cioffi: Review and Expand AMPs 16-20

Councillors Wink and Haun: Succession Planning 11-15

Councillors Kore and Haun: Whistleblower Protection 11-15

Councillors Cioffi and Stewart: Heritage Advisory Committee 11-15

Councillors Wink and Hildebrandt: Capital Asset Management Plan 11-15

Councillors Wink and Hildebrandt: Risk Management Framework 36-40

Councillors Haun and Wink: Mass Notification System 36-40

Councillors Haun and Wink: Purchasing Policy Update and Operational Changes for Purchasing/Procurement 16-20

Councillors Haun and Wink: Delegation of Authority 11-15

Mayor Junkin, Councillor Wink: Joint Initiatives for Purchasing, Building Inspection, Drainage, Legal 16-20

Mayor Junkin, Councillor Stewart: New Procedural By-law 16-20

Councillor Wink, Mayor Junkin: Sign By-law 16-20

Councillor Wink, Mayor Junkin: Traffic Safety and Calming Measures 21-25

Councillors Wink and Kore: Future of Pelham Transit 26-30

Mayor Junkin, Councillor Wink: New - Grants 31-35

Councillors Ciolfi and Kore: Climate Change Best Practice and Community Education 21-25

Mayor Junkin, Councillor Stewart: Voice Activation for Customer Service 36-40

Mayor Junkin, Councillor Wink: Performance Management/Staff Recognition 21-25

Councillors Wink and Stewart: East Fenwick Secondary Plan 36-40

Councillors Wink and Hildebrandt: Move Transit and rants to 21-25

Councillors Wink and Ciolfi: Move By-law, Risk, Mass Notification, Voice Activation, East Fenwick to 26-30

1-5	6-10	11-15	16-20	21-25	26-30
New Zoning By-law	Future of Library	Succession Plan	Review/ Expand AMPs	Traffic Calming and Safety Measures	East Fenwick Secondary Plan
Short-Term Rental Policy	Renew and Enhance PSR System	Heritage Advisory Committee	Update Purchasing Policy; Changes re Purchasing/ Procurement	Climate Change Best Practice; Community Education	By-law Up-grades and Introductions
Negotiate a Collective Agreement	Proactive Communication Protocol	Whistle-blower Protection	Joint Initiatives – Purchasing, Building, Drainage, Legal	Compensation/ Performance Management and Staff Recognition	Introduce Mass Notification System
Pass By-laws for Cannabis	Parking Initiatives and Masterplan + MCC Parking Strategy	Capital Asset Management Plan	New Procedural By-law	Grants	Voice Activation for Customer Service
Invasive Species Policy and Plan	By-law Enforcement Policy	Delegation of Authority By-law	Sign By-law	Future of Pelham Transit	Risk Management Framework

Following a brief recess, the meeting reconvened at 8:35 to conclude the meeting.

**Moved By** Lisa Haun  
**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT Council adopt the prioritization of the tasks as discussed at the February 24th 2020, Special Meeting of Council.**

**Carried**

**Moved By** Mike Ciolfi

**Seconded By** Ron Kore

**BE IT RESOLVED THAT Council adopt the alignment of strategic tasks with the six established Strategic Priorities.**

**Carried**

Support Strong Organization	Financial Sustainability	Enhance Communication & Engagement	Develop Risk Management Framework to Prioritize Decisions	Build Strong Communities & Cultural Assets	Grow Revenue by Promoting Cultural Assets Protecting Environmental Assets
Delegation of Authority By-law	Capital Asset Management Plan	Voice Activation for Customer Service	Risk Management Framework	Traffic Safety and Calming Measures	Invasive Species Policy & Plan
Succession Plan	Joint Initiatives: Purchasing, Building Inspection, Drainage, Legal	Introduce Mass Notification System	Whistleblower Protection	Heritage Advisory Committee	Future of Pelham Transit
Negotiate Collective Agreement	East Fenwick Secondary Plan	Renew and Enhance PSR System	Review and Possibly Expand AMPS	New Zoning By-law	Sign By-law
By-law Upgrades & Introductions	Grants	Proactive Communication Protocol		Short-Term Rental Policy	Climate Change Best Practice and Community Education
New Procedural By-law	Update Purchasing Policy; Changes re Purchasing/ Procurement	By-law Enforcement Policy		Pass the By-laws that will work for Cannabis	
Performance Management/ Compensation/ Staff Recognition				Future of Library	
				Parking Initiatives and Masterplan + MCC Parking Study	

**Moved By** Bob Hildebrandt

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during this meeting of February 24th, 2020.**

**Carried**

**6. Confirming By-law**



**Moved By** Lisa Haun  
**Seconded By** Bob Hildebrandt

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

**Being a By-law No. 4205(2020) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 24th day of February, 2020.**

**Carried**

**7. Adjournment**

**Moved By** Marianne Stewart  
**Seconded By** Lisa Haun

**BE IT RESOLVED THAT this Special Meeting of Council be adjourned until the next regular meeting scheduled for March 2, 2020 at 5:30 pm.**

**Carried**

---

Mayor Marvin Junkin

---

Town Clerk, Nancy J. Bozzato

## **SPECIAL COUNCIL MINUTES**

**Meeting #:** SC-04/2020 Special Council  
**Date:** Monday, March 2, 2020, 4:30 pm  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present** David Cribbs  
Nancy Bozzato  
Bob Lymburner  
Jason Marr  
Teresa Quinlin  
Vickie vanRavenswaay  
Barbara Wiens

**1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, the Mayor called the meeting to order at approximately 4:30 pm.

**2. Approval of the Agenda**

**Moved By** Marianne Stewart

**Seconded By** John Wink

**BE IT RESOLVED THAT the agenda for the March 2, 2020 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 Wink

**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider the following:**

**Pursuant to the *Municipal Act, 2001*, s. 239(2), as follows:**

**239(2)(e) litigation or potential litigation including matters before administrative tribunals, and 239(2)(f) advice subject to solicitor-client privilege, including communications necessary for that purpose (File L01/01/2019); and**

**239(2)(f) advice subject to solicitor-client privilege, including communications necessary for that purpose (cannabis)**

**Carried**

**5. Rise From In Camera**

**Moved By** Bob Hildebrandt

**Seconded By** Lisa Haun

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

**Carried**

**Moved By** Lisa Haun

**Seconded By** Mike Ciolfi

**BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of March 2, 2020.**

**Carried**

**6. Confirming By-law**

**Moved By** Ron Kore

**Seconded By** Mike Ciolfi

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

**Being a By-law No. 4206(2020) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 2nd day of March, 2020.**

**Carried**

**7. Adjournment**

**Moved By** Mike Ciolfi

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT this Special Meeting of Council be adjourned until the next regular meeting scheduled for March 2, 2020 at 5:30 pm.**

**Carried**

---

Mayor Marvin Junkin

---

Town Clerk, Nancy J. Bozzato

## **Subject:** 2019 Statement of Council and Board Remuneration

### **Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2020-0031 for information.**

### **Background:**

Section 284(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended requires that the Treasurer shall in each year on or before March 31 provide to Council an itemized statement on remuneration and expenses paid in the previous year to,

(a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;

(b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and

(c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

### **Analysis:**

Appendix 1 through Appendix 3 to this report contains the 2019 Statement of Council and Board Remuneration.

Council remuneration may be defined in different ways depending on the purpose of the information. Remuneration for the purposes of this report is based on payments made to members of Council and is derived from the elected official's T4. Non-taxable benefits paid by the employer, which are not paid to the official, have been excluded. Non-taxable benefits for all of Council in 2019 totaled \$7,405.

For the purposes of reporting remuneration and expenses in accordance with Section 284 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, expenses include payments made on behalf of members of Council from public funds which were paid for conference registration, accommodations, and other expenses.

**Financial Considerations:**

The reported costs were budgeted.

**Alternatives Reviewed:**

Not applicable.

**Strategic Plan Relationship: Strong Organization**

The presentation of the 2019 Statement of Council and Board Remuneration is a legislated requirement.

**Consultation:**

Not applicable.

**Other Pertinent Reports/Attachments:**

Appendix 1 – Statement of Council Remuneration and Expenditures for 2019

Appendix 2 – Statement of Library Board Remuneration and Expenses for 2019

Appendix 3 – Statement of Committee of Adjustment Remuneration and Expenses for 2019

**Prepared and Recommended by:**

Teresa Quinlin, MBA, CPA, CA  
Director of Corporate Services/Treasurer

**Prepared and Submitted by:**

David Cribbs, BA, MA, JD, MPA  
Chief Administrative Officer

**STATEMENT OF COUNCIL REMUNERATION AND EXPENDITURES  
FOR THE YEAR ENDED DECEMBER 31, 2019**

	Conferences Attended	Remuneration	Car Allowance	Conference Registration	Conference Mileage & Expenses	Conference Accommodations	Other Travel & Expenses	Total
<b>MAYOR</b>								
Junkin, Marvin	#1, #2 & #3	\$ 34,706.18	\$ 2,400.00	\$ 1,452.39	\$ 600.85	\$ 1,383.73	\$ 254.86	\$ 40,798.01
<b>COUNCILLORS</b>								
Ciolfi, Mike	#2	15,906.76	-	574.94	-	233.89	-	16,715.59
Haun, Lisa		15,906.76						15,906.76
Hildebrandt, Bob	#1	15,906.76	-	819.17	554.72	1,069.54	-	18,350.19
Kore, Ron		15,906.76	-	-	-	-	-	15,906.76
Stewart, Marianne		15,906.64	-	-	-	-	-	15,906.64
Wink, John		15,906.76	-	-	-	-	-	15,906.76
<b>Totals</b>		<b>\$ 130,146.62</b>	<b>\$ 2,400.00</b>	<b>\$ 2,846.50</b>	<b>\$ 1,155.57</b>	<b>\$ 2,687.16</b>	<b>\$ 254.86</b>	<b>\$ 139,490.71</b>

The remuneration paid to all members of Council, was paid pursuant to by-law #4062(2019) under section 284, of the Municipal Act 2001, as amended.

**Conference Details**

- #1 AMO Conference in Ottawa, Ontario
- #2 ROMA conference in Toronto, Ontario
- #3 Niagara Economic Summit in Niagara-on-the-Lake, Ontario



APPENDIX 2

STATEMENT OF LIBRARY BOARD REMUNERATION AND EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2019

Board Member	Conferences Attended	Remuneration	Expenses	Total
Brown, Donald		\$ -	\$ -	\$ -
Lewis, Greg	#1	-	448.01	448.01
MacDougall, Gwendoline		-	-	-
McPherson, Catherine		-	-	-
Nolan, Nicole		-	-	-
Pepper, Gail		-	-	-
Smith, Madison		-	-	-
Stewart, Marianne		-	-	-
Wright, Tim		-	-	-
<b>Total</b>		<b>\$ -</b>	<b>\$ 448.01</b>	<b>\$ 448.01</b>

The remuneration paid to all board members, was paid pursuant to the Corporate By-law BI-04, as amended February 2018, and the Public Libraries Act Section 18.

<b>Conference Details:</b>
#1 OLA Conference in Toronto, Ontario

**STATEMENT OF COMMITTEE OF ADJUSTMENT REMUNERATION & EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2019**

<b>Committee Member</b>	<b>Remuneration</b>	<b>Mileage &amp; Travel (OACA &amp; Meetings)</b>	<b>Conference Registration (OACA)</b>	<b>Accommodations (OACA)</b>	<b>Total</b>
Cook, Don	\$ 690.16	\$ 89.15	\$ -	\$ -	\$ 779.31
Dimartile, Brian	160.04	15.46	-	-	175.50
Federico, James	84.58	-	-	-	84.58
Klassen, John	326.48	33.68	-	-	360.16
Law, Bernie	408.10	85.29	-	-	493.39
Lockey, Wayne	84.58	-	-	-	84.58
Marsh, Sandra	571.34	-	-	-	571.34
Sheldon, William	585.29	-	-	-	585.29
<b>Total Remuneration</b>	<b>\$ 2,910.57</b>	<b>\$ 223.58</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,134.15</b>

The remuneration paid to all committee members, was paid pursuant to by-law #2441(2002)  
under section 284(1) subsection 2 of the Municipal Act, 2001 as amended.



February 28, 2020

Dear Head of Council:

**RE: Provincial Policy Statement, 2020**

---

Earlier today, the government of Ontario released the Provincial Policy Statement (PPS), 2020. The PPS is an important part of Ontario's land use planning system, setting out the provincial land use policy direction that guides municipal decision-making.

Municipalities play a key role in implementing provincial land use policies through local official plans, zoning by-laws and other planning decisions. The Planning Act requires that decisions on land use planning matters be "consistent with" PPS policies.

The PPS, 2020 supports implementation of **More Homes, More Choice**: Ontario's Housing Supply Action Plan and includes key changes to:

- Encourage an increase in the mix and supply of housing
- Protect the environment and public safety
- Reduce barriers and costs for development and provide greater certainty
- Support rural, northern and Indigenous communities
- Support the economy and job creation

The PPS, 2020 works together with other recent changes to the land use planning system – including changes to the Planning Act through Bill 108, More Homes, More Choice Act, 2019 and **A Place to Grow**: Growth Plan for the Greater Golden Horseshoe. Collectively, these changes support key government priorities of increasing housing supply, supporting job creation and reducing red tape – while continuing to protect Ontarians' health and safety and the environment, including the Greenbelt.

The PPS, 2020 policies will take effect on May 1, 2020. It will replace the Provincial Policy Statement, 2014. In accordance with section 3 of the Planning Act, all decisions affecting land use planning matters made after this date shall be consistent with the PPS, 2020. My ministry will be in touch to provide education and training for municipal staff to support implementation of the new policies.

For more information about the PPS, 2020, please visit [ontario.ca/PPS](http://ontario.ca/PPS) where you will find:

- A digital version of the PPS, 2020
- A link to the decision notice on the Environment Registry of Ontario (ERO #019-0279)

If you have any questions about the Provincial Policy Statement, 2020, please contact the ministry at [provincialplanning@ontario.ca](mailto:provincialplanning@ontario.ca) or by calling 1-877-711-8208.

Sincerely,



Steve Clark  
Minister

c: Planning Head, Planning Board Secretary-Treasurer, and/or Clerks

---

## Summerfest a top-100 event for sixth year in a row

### FOR IMMEDIATE RELEASE

March 2, 2020

**Pelham, ON** – For the sixth time in as many years, Pelham’s marquee summer showcase, Summerfest, is a Festival & Events Ontario (FEO) top-100 festival and event.

Announced on February 27, 2020, during the annual FEO conference, Summerfest is one of just five festivals and events in Niagara to receive the distinction.

“This award means so much to our community because this event has community embedded in every aspect of it, from the volunteers to the vendors to the people who show up and enjoy it,” said Vickie vanRavenswaay, director of recreation, culture, and wellness for the Town of Pelham. “Year over year we strive to improve this event because so many people look forward to it. To be recognized six times is just incredible and I’d like to congratulate everyone who has a hand in making this event possible.”

In 2019 Summerfest welcomed over 30,000 visitors, 65 vendors, and 30 bands over the four-day event. Volunteers gave up over 1,200 hours of their time and nearly 700 people used the Summerfest shuttle.

What began as a single-day event in 2011, the Pelham community has embraced and enhanced Summerfest year over year, and 2020 marks the 10th anniversary of the event.

“This Town has nurtured this event from a one-day, small recognition to a four-day award-winning event that draws crowds from all over the region and beyond,” said Mayor Marvin Junkin. “Summerfest is a shining example of what communities can do when they come together.”

Held every third weekend in July, Summerfest 2020 will kick off on Thursday, July 16, with the Thursday Night Experience, followed by Friday’s ever-popular country night, Saturday’s street festival, and Sunday’s car show. Events on all four days are free.

For more information about Summerfest, visit: [www.pelham.ca/summerfest](http://www.pelham.ca/summerfest)

- 30 -

### For more information, please contact:

Marc MacDonald  
Communications and Public Relations Specialist  
905-892-2607 x309  
[mmacdonald@pelham.ca](mailto:mmacdonald@pelham.ca)

**Ministry of  
Transportation**

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

**Ministère des  
Transports**

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



**MAR 12 2020**

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

Dear Mayor Junkin:

I am pleased to announce the launch of the 2019/2020 Gas Tax Program and to advise you of your funding allocation.

Our government is committed to working with municipalities to improve Ontario's transportation network and support economic growth. Investing in transit will reduce traffic congestion, create jobs and help businesses to develop and prosper.

The Town of Pelham will be eligible to receive an allocation of \$154,133 for this program year.

In the coming days we will be forwarding the electronic versions of your Letter of Agreement, along with program guidelines, reporting forms and the Canadian Content for Transit Vehicle Procurement policy to the primary contact at the Town of Pelham.

Please return a scanned copy of the signed Letter of Agreement, in pdf format, the required supporting by-law (if applicable) and the 2019 Reporting Forms to **[MTO-PGT@ontario.ca](mailto:MTO-PGT@ontario.ca)**.

In the 2019 Budget, the province committed to reviewing the current program, in consultation with municipalities, to identify opportunities for improvement. This review is informed by the goals of responsible planning and a more sustainable government to ensure taxpayer dollars are being spent as effectively as possible.

Following a careful consideration of municipal and transit stakeholder feedback, the ministry has implemented two changes that were identified as areas for improvement to the 2019/2020 program:

- The baseline spending requirement has been removed. This will allow municipalities with declining ridership/expenditures and declining fare revenues to use their Gas Tax funding.
- Municipalities are now permitted to submit a scanned copy of the municipal by-law instead of a certified copy. This will expedite the flow of funding and will reduce the administrative burden to municipalities.

Additional changes to the Gas Tax Program are being considered and are anticipated to be announced in 2020 for the 2020-2021 program year and beyond.

If you have any questions regarding the program, please contact Anita Hooper, Director, Strategic Investments & Programs Branch, at (416) 585-7637.

Sincerely,

A handwritten signature in cursive script that reads "Caroline Mulroney".

Caroline Mulroney  
Minister of Transportation

c. Sam Oosterhoff, MPP, Niagara West



**Cannabis Control Committee  
Town of Pelham**

**Minutes of Meeting  
Wednesday, December 11, 2019 - 5:00 p.m.  
Meridian Community Centre, Kinsmen Room, 100 Meridian Way, Fonthill**

- PRESENT:** Mike Cioffi, Councillor - Town of Pelham  
Tim Nohara (**Chair**)  
John Langendoen  
Jim Jeffs  
Bill Heska  
Jim Steele  
David Cribbs, CAO - Town of Pelham  
Barbara Wiens, Director, Community Planning & Development - Town of Pelham  
Shannon Larocque, Senior Planner, Community Planning & Development-Town of Pelham  
Jodi Legros, Administrative Assistant, Community Planning & Development-Town of Pelham  
(**Secretary**)
- OTHERS:** Mayor Junkin (attended part of the meeting)  
Dave Burkett, Media (attended part of the meeting)  
A resident of Pelham sent an assortment of munchies conveying her appreciation for the Committee's work.
- REGRETS:** Louis Damm  
Carla Baxter
- 

**1. Declaration of Quorum**

Chair declared quorum at 5:07 pm.

**2. Approve Agenda**

- Item 3 Amendment to 'approve' rather than 'receive' Minutes
- Item 8 Addition to discuss the Cannabis Land Use Workshop held at Ball Falls on December 11, 2019

Moved by J. Steele, seconded by B. Heska that the agenda of December 11 be approved, as amended.

CARRIED

**3. Minutes**

- Moved by B. Heska, seconded by J. Langendoen that the minutes of November 6, 2019 be approved as amended.
- Moved by J. Langendoen, seconded by J. Steele that the minutes of November 13, 2019 be approved as amended.
- Moved by J. Steele, seconded by J. Langendoen that the minutes of November 27, 2019 be deferred to the next meeting date in January 2020.

CARRIED

4. **Correspondence from OMAFRA**

Motion approved by J. Langendoen, seconded by J. Jeffs to receive as information the letter shared by B. Wiens, addressed to the Mayor and CAO from OMAFRA relating to their meeting with the Ministry at an earlier conference. OMAFRA indicates that it has heard cannabis odour complaints from concerned people across the province and that they were taking these concerns seriously. They encourage contacting OMAFRA's Agricultural Information Contact Centre (AICC) at 1-877-424-1300 or [ag.info.omafra@ontario.ca](mailto:ag.info.omafra@ontario.ca) if there are nuisance complaints related to cannabis farming in the Town of Pelham. Staff will add this contact information to the Town's enforcement web site.

CARRIED

5. **Staff Presentation of Work Plan**

S. Larocque reviewed the Town's work plan. She suggested moving forward with other items rather than focusing on the nuisance by-law at this time. Town staff took the bi-weekly committee meetings into account allowing review/discussion time between committee members and town staff. The Mayor noted he would like to see the process time cut. The Committee questioned the necessity for a second public meeting, and if one was necessary, that it should be much earlier than May 2020. It was agreed that staff would propose earlier dates for a public meeting at the next meeting in January.

Motion approved by J. Steele, seconded by J. Langendoen to receive as information the Town Proposed Work Plan.

CARRIED

6. **a) Staff Presentation of Official Plan Amendment** - S. Larocque reviewed the Town's proposed changes including amendments to 'greenhouses' and inclusion of odour producing crops.

**b) Staff Presentation of Zoning By-law Amendment** - S. Larocque reviewed the Town's proposed changes. Town staff suggests that a setback not be set, rather it would be based on recommendations of Odour Study. S. Larocque noted that existing properties used for cannabis production be noted as site specific zone exceptions in the zoning by-law.

The committee will review the proposed Official Plan and Zoning By-law amendments and provide comments at next meeting.

Motion approved by J. Langendoen, seconded by B. Heska to receive the information relating to the Town's proposed changes.

CARRIED.

7. **Discussion of Niagara Region's Cannabis Land Use Workshop held on December 11, 2019 at Ball Falls**

B. Heska advised that concerns were being noted and will follow up with Professor from University of Guelph.

8. **Next meeting Date:** Wednesday, January 8, 2019. Committee members agreed to 3 meetings to be held in January and February, returning to bi-weekly meetings in March.

9. **Adjournment:**

Moved by J. Steele, seconded by J. Langendoen that the meeting be adjourned.

The meeting adjourned at approximately 7:19 p.m.

CARRIED

Signed by:

*Edited by Tim Nohara*  
by: Tim Nohara (Chair)

*J. Legros*  
Prepared by: Jodi Legros, Administrative Assistant  
Community Planning & Development-Town of Pelham



Cannabis Control Committee  
Town of Pelham

Minutes of Meeting  
Wednesday, January 8, 2020 – 5:00 p.m.  
Fire Station #1, 177 Highway 20 W., Fonthill

**Present:** Mike Cioffi, Councillor – Town of Pelham  
Tim Nohara (**Chair**)  
Bill Heska  
Jim Jeffs  
Louis Damm  
David Cribbs, CAO – Town of Pelham  
Barbara Wiens, Director, Community Planning & Development – Town of Pelham  
Shannon Larocque, Senior Planner, Community Planning & Development – Town of Pelham  
Jodi Legros, Administrative Assistant, Community Planning & Development – Town of Pelham (**Secretary**)

**Other:** Bob Lymburner, Fire Chief – Town of Pelham  
2 Members of Public (Welland & Pelham residents)

**Regrets:** John Langendoen  
Carla Baxter  
Jim Steele

---

**1. Declaration of Quorum**

Chair declared quorum at 5:07 p.m.

**2.** Barb Wiens distributed a legal opinion for members to review for discussion at the next meeting.

**3. Approve Agenda**

Moved by J. Jeffs, seconded by B. Heska that the agenda of January 8, 2020 be approved.

CARRIED.

**4. Minutes**

- Chair provided executed Minutes of November 6 and November 13, 2019 to the Secretary.
- Moved by B. Heska, seconded by L. Damm that the minutes of November 27, 2019 be approved, as amended.
- Moved by J. Jeffs, seconded by L. Damm that the minutes of December 11, 2019 be deferred to the next meeting date.

CARRIED.

## **5. Odourous Industries Nuisance By-Law**

T. Nohara returned the draft nuisance by-law to the committee for discussion. It included all prior amendments which were made by the committee in addition to new changes by the committee. T. Nohara reviewed the amendments, and it was noted that input from Phil Girard is being sought regarding frequency that a facility exceeds two odour units. T. Nohara presented to Bob the odour measurement at the property line that was added in response to the comments enforcement staff provided; and discussed consideration of AMPS to the penalty section but noted that our AMPS bylaw would first need to be amended. D. Cribbs indicated that the use of language such as 'in the vicinity' is too vague and would be better to have defined distance. The Committee is seeking staff input prior to finalizing the draft by-law. T. Nohara to provide a digital version to Town staff.

## **6. Discussion on approaches to Official Plan/Zoning By-law amendments**

The Committee asked a series of questions to planning staff that stem from their review of the staff proposed Official Plan and Zoning By-law amendments presented at the December 11<sup>th</sup> meeting, along with their own Official Plan and Zoning By-law amendments which are currently under development and debate. T. Nohara noted that he hoped to bring a high-level overview to them to the next meeting on January 15<sup>th</sup> for discussion. Staff noted the legal opinion provided should be reviewed in advance as it may answer questions and result in changes.

## **7. Committee input on Draft Official Plan and Zoning By-law Amendments**

The Committee noted that it provided its input on the staff proposed Official Plan and Zoning By-law amendments presented at the December 11<sup>th</sup> meeting, in writing by e-mail on December 15<sup>th</sup> and December 18<sup>th</sup>, 2019. The biggest issue for the Committee is the need for setbacks vs. only determining setbacks on a case by case basis. T. Nohara also commented on the use of "Odour producing crops". S. Larocque suggested tabling some items until members review the legal opinion.

## **8. Proposed Public Meeting Date**

Staff indicated that a Public Meeting date in May was being considered. The Committee questioned the need for an additional Public Meeting in accordance with the *Planning Act*. Staff noted it is a requirement under the Planning Act when changes are being made to the Official Plan or Zoning By-Law and given the changes being proposed by staff to the Official Plan and Zoning By-law as compared to what was presented in September were material with the result that a further meeting is warranted. Staff also indicated that Council direction was to consult with the community and there is a need for transparency.

The Committee felt that a Public Meeting date in May would be too late; and noted that it hadn't presented its proposed changes to the Official Plan and Zoning By-law so it was premature to conclude that there would be material changes from the drafts provided at the September 10, 2019 Public Meeting. Councillor Ciolfi requested February however staff indicated that this date is not possible. D. Cribbs requested that the Committee and Staff correspond on a date for a Public Meeting. The Committee agreed that this was prudent so that a meeting date was available if needed.

## **9. Next Meeting: January 15, 2020 at 5:00 pm – Fire Station 1, 177 Highway 20 West, Fonthill.**

## 10. Adjournment

Moved by B. Heska, seconded by J. Jeffs that the meeting be adjourned.

The meeting adjourned at approximately 7:06 p.m.

CARRIED.

Signed by:

Edited Tim Nohara  
by: Tim Nohara (Chair)

J. Legros  
Prepared by: Jodi Legros, Administrative Assistant  
Community Planning & Development-Town of Pelham



**Cannabis Control Committee  
Town of Pelham**

**Minutes of Meeting  
Wednesday, January 15, 2020 - 5:00 p.m.  
Fire Station 1, 177 Highway 20 W, Fonthill**

- PRESENT:** Mike Ciolfi, Councillor - Town of Pelham  
Tim Nohara (**Chair**)  
Jim Jeffs  
Bill Heska  
Jim Steele  
Louis Damm  
David Cribbs, CAO - Town of Pelham  
Barbara Wiens, Director, Community Planning & Development - Town of Pelham  
Shannon Larocque, Senior Planner, Community Planning & Development-Town of Pelham  
Jodi Legros, Administrative Assistant, Community Planning & Development-Town of Pelham  
(**Secretary**)
- OTHERS:** Mayor Junkin  
Public (2)
- REGRETS:** John Langendoen  
Carla Baxter
- 

**1. Declaration of Quorum**

Chair declared quorum at 5:09 pm.

**2. Approve Agenda**

- Committee moved Item 4 to after Item 7 on the agenda and Councillor Ciolfi added an email correspondence to Item 7.

Moved by B. Heska, seconded by J. Jeffs that the agenda of January 15, 2020 as amended, be approved.

CARRIED

**3. Minutes of November 27, 2019**

The Chair delivered signed minutes of November 27, 2019 to the Secretary.

**4. Staff Response to Committee Proposed Amendments to Odourous Industries Nuisance By-law**

T. Nohara requested staff's comments on the draft 'Odourous Industries Nuisance By-Law' in order for the committee to move forward and recommend approval of the draft this evening and to bring same to Council.



B. Wiens noted areas with the draft 'Odourous Industries Nuisance By-Law' that are problematic. In addition, she noted that the By-Law Staff has not had an opportunity to provide their response yet. D. Cribbs also noted his concerns. Concerns of Staff relate to the definition of adverse effect, definition of vicinity, phase in of an odour mitigation plan, odour threshold of 2 odour units, enforcement details, penalty of a 2-year closure of a facility and some formatting concerns. T.Nohara suggested comments be tabled.

Moved by J. Steele, seconded by L. Damm that Committee receive Staff comments to the draft 'Odourous Industries Nuisance By-Law'.

CARRIED

5. **Recommendation of draft Odourous Industries Nuisance By-law**

T. Nohara reviewed the latest amendments to the draft 'Odourous Industries Nuisance By-Law' made by the Committee. Discussion took place between Committee members on recommendation to approve the draft 'Odourous Industries Nuisance By-Law'. The Committee discussed minor amendments to the By-Law including amendments proposed by staff. B. Heska noted Committee members are still in the process of obtaining information from P. Girard relating to information in paragraph 4(g). B. Heska also noted he will be borrowing a Nasal Ranger device from P. Girard to test for a week. T. Nohara informed Staff they would share any relevant information from P. Girard at a later date.

- Moved by T. Nohara, seconded by J. Steele to amend the draft by italicizing Legislation Acts names and applying capitalized definitions throughout the draft.
- Moved by B. Heska, seconded by T. Nohara to amend the adoption date from 2019 to 2020.
- Moved by J. Jeffs, seconded by L. Damm to strike 'or noxious' from paragraph 2(b).

The amendments were voted on in reverse order, and each CARRIED.

Moved by J. Steele, seconded by L. Damm to approve the draft Odourous Industries Nuisance By-Law, as amended.

CARRIED

6. **Legal Opinion on draft Official Plan and Zoning By-law Amendments, and Proposed Draft Official Plan and Zoning By-law Amendments**

B. Wiens inquired if the Committee had any questions relating to the legal opinion to the draft Staff Official Plan and Zoning By-law amendments. T. Nohara noted the Committee is also developing by-laws and would like to defer this discussion.

7. **Email received**

Councillor Ciolfi advised of an email he received from M. O'Connell. S. Larocque noted the sender also reached out to her. Councillor Ciolfi advised M. O'Connell that the Committee meetings are public and he could attend at any time.

8. **Proposed Public Meeting Date**

B. Wiens and D. Cribbs informed the Committee that after discussion with the Town Clerk, it was determined that the most suitable dates for a Public Meeting would be April 9 or 15, 2020. MCC meeting rooms are on hold for reservations for these two dates, should one be required. The Committee discussed the preference of these two dates and possibility of an earlier date. B. Wiens and D. Cribbs noted the town must provide a 20-day notice period prior to the Public Meeting and that draft documents must be ready as of that date which means the work must be complete by mid-March.

T. Nohara noted that the Committee doesn't believe a second Public Meeting is required, over and above the Public Meeting held on 10 September 2019, suggesting an open house instead was appropriate. However, he noted the Committee would consider the dates so that one was available if needed. The Mayor advised he would prefer April 15 after the long weekend rather than April 9 and relies on the recommendation of town staff that a public meeting is required. L. Damm noted the dates should work for farmers.

D. Cribbs confirmed that although some by-laws are passed without informing public, there are changes that do require a formal public meeting. D. Cribbs agreed to take no action on announcing a Public Meeting until the Committee advises.

9. **Minutes of December 11, 2019 and January 8, 2020**

Moved by J. Steele, seconded by J. Jeffs that the minutes of December 11, 2019 and December January 8, 2020 be deferred to the next meeting date.

CARRIED

10. **Next meeting Date:** Wednesday, January 29, 2020 – Fire Station 1.

11. **Adjournment:**

Moved by J. Steele, seconded by J. Jeffs that the meeting be adjourned.

The meeting adjourned at approximately 6:35 p.m.

CARRIED

Signed by:

Edited   
by: Tim Nohara (Chair)

  
Prepared by: Jodi Legros, Administrative Assistant  
Community Planning & Development-Town of Pelham

**MAYOR'S YOUTH ADVISORY COUNCIL  
MINUTES**

**MEETING DATE:** Tuesday, December 17, 2019  
4:15 p.m.  
Meridian Community Centre

**Attendance:** Sofia Labricciosa (Prime Minister),  
Ava Colangelo (Secretary),  
Ben Bonisteel (Promotions Minister),  
Natalie Anderson (Communications Officer),  
Parker Triano (Deputy Prime Minister),  
Olivia Warankie,  
Abbey Rittner,  
Mia Colangelo,  
Tyler Anderson,  
Adam Kleinsmith,  
Laura Tremeer,  
Merek Triano,  
Jenna Diab,  
Miria Diab,  
Aaron Bourdages,  
Kaitlyn Palmateer,  
Jessica Sung,  
Ayden Mooney,  
Matthew Iannizzi,  
Mackenna Belding  
Megan Metler

**Absent:** Emma Worrall, Liam MacRae

---

1. Declaration of Quorum and Call to Order

The Prime Minister, Sofia Labricciosa, declared a quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Olivia Warankie  
Seconded by: Ben Bonisteel

THAT the Agenda for the November 17, 2019 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED

3. Approval of Minutes

THAT the Minutes for November 19th, 2019 Pelham Mayor's Youth Advisory Council meeting be approved.

Moved by: Jessica Sung

Seconded by: Adam Kleinsmith

CARRIED

4. Meet the MYAC Monday

- MYAC members had their pictures taken for posts for instagram

5. Names on shirts

- MYAC gave the names they wanted on their MYAC apparel

6. Santa's Workshop Volunteers- December 18th 4-8pm

- volunteers: Olivia and Jessica
- doing 4-6pm

7. Plastics Ban

- MYAC decided against participating in the plastic ban for this term

8. Subcommittees

- subcommittee chairs discussed meeting dates and contacts

9. Remind

- MYAC decided against using remind and for primary communication to continue as email

10. Next Meeting: February 25th 4:15pm

11. Other Business

- **Instagram:** Pelham\_MYAC
- **Facebook:** PMYAC
- **Facebook:** PMYAC



---

## 12. Adjournment

Moved by: Matthew Iannizzi  
Seconded by: Mia Colangelo

THAT the meeting of the Pelham Mayor's Youth Advisory Council for December 17th, 2019 is now adjourned.

CARRIED

---

## Other Information

### Upcoming Meeting Dates & Events:

- MYAC Regular Meeting February 25, 2020 @ 4:15pm in Kinsmen Room at MCC

**COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT**

Monday, March 23, 2020

**Subject:** Zoning By-law Amendment Recommendation Report – 695 Quaker Road (AM-09-19)

**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2020-0040-Planning for information as it pertains to Zoning By-law Amendment application file No. AM-09-19 – 695 Quaker Road and recommend;**

**THAT Council approve the By-law, attached hereto as Appendix D, amending the zoning of 695 Quaker Road.**

**Background:**

The purpose of this report is to provide Council with a recommendation regarding an application for a Zoning By-law Amendment under Section 34 of the *Planning Act* for 695 Quaker Road. The proposed zoning would amend:

- Part 1
  - From *R1 (Residential 1)* to a site-specific *R2 (Residential 2)*; and
- Part 2
  - From *R1 (Residential 1)* to a site-specific *RM1-281{H} (Residential Multiple 1 – 281 {H})*.

**Location**

The subject land is located on the south side of Quaker Road, lying west of Clare Avenue (Figure 1), locally known as 695 Quaker Road, in the Town of Pelham. The lands currently support one single detached dwelling.

The property currently has 32.6m frontage on Quaker Road and a depth of 132.7m.

The subject lands are surrounded by:

- North – Residential, vacant land and neighbourhood commercial
- East – Single detached residential
- South – Vacant residential zoned land and agricultural
- West – Single detached residential

Figure 1: Subject Lands (695 Quaker Road) in orange, consolidated land in yellow



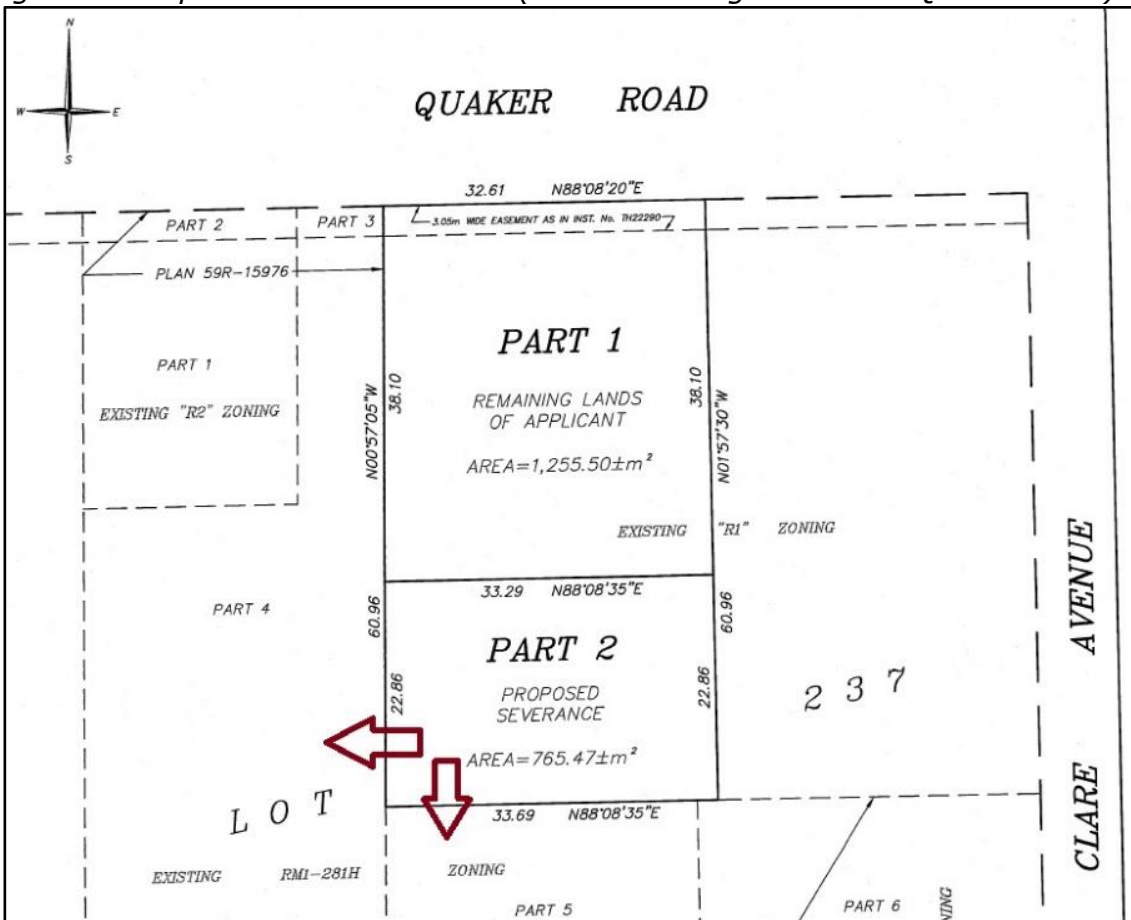
## Project Description and Purpose

On November 11, 2019 an application for Zoning By-law Amendment was received by the Town for 695 Quaker Road (see Figure 2). The rezoning application would amend the existing Residential R1 Zone to a site-specific Residential R2 Zone for Part 1 containing the existing dwelling, and a site-specific Residential Multiple RM1 Holding Zone for Part 2, the rear lands.

The Part 2 lands recently received approval by the Town Committee of Adjustment (file: B1/2020P) for consent that will merge Part 2 with the abutting lands to the rear (701 Quaker Road), outlined in yellow on the aerial image above. Those lands will be subject to future *Planning Act* applications for multi-unit residential development either via Site Plan Approval and/or draft Plan of Subdivision/condominium application(s). These applications will require further approvals from Council. At this time there is no development plan for the rear portion and the developer continues to consolidate lands to achieve a viable development parcel.



Figure 2: Proposed Consent Sketch (Part 2 to merge with 701 Quaker Road)



## Analysis:

### Planning Act

Section 2 of the Act addresses matters of Provincial interest and requires municipal Councils to have regard to, among other matters:

- a) The protection of ecological systems;
- b) The protection of agricultural systems;
- f) The efficient use of transportation, water, wastewater and waste management systems;
- g) The minimization of waste;
- h) The orderly development of safe and healthy communities;
- j) The adequate provision of a full range of housing;
- n) The resolution of planning conflicts involving public and private interests;
- o) The protection of public health and safety;
- p) The appropriate location of growth and development;
- q) The promotion of development that is designed to be sustainable, support public transit and to be oriented to pedestrians;
- r) The promotion of built form that is well designed, encourages a sense of place, and provides for public spaces that are of high quality, safe, accessible,

attractive and vibrant.

- s) The mitigation of greenhouse gas emissions and adaption to climate change.

Section 3 of the Act requires that, in exercising any authority that affects a planning matter, municipalities “shall be consistent with the policy statements” and “shall conform to the Provincial plans that are in effect on that date, or shall not conflict with them, as the case may be.”

Section 34 of the Act allows for consideration of amendments to the zoning by-law.

The proposed Zoning By-law amendment would allow for multi-unit residential development on Part 2 (semi-detached / townhouse dwellings) and continue to allow for the existing single detached residence on Part 1 to remain and also provide permission for a second dwelling unit. The proposed site-specific zoning would regulate built form through performance standards such as yard setbacks, lot frontages and lot sizes etc. These standards influence urban design, streetscaping and land use compatibility which have direct impacts on quality of life, land use efficiency and safety among other things.

Considering the requested zoning provisions, land uses, the neighbourhood context and geography, Planning staff are of the opinion the proposed rezoning maintains the Provincial interest described under Section 2 of the *Planning Act*.

### **Provincial Policy Statement (2014)**

The subject parcel is located in a ‘Settlement Area’ according to the Provincial Policy Statement (PPS). The PPS provides policy direction on matters of provincial interest related to land use planning and development, and sets the policy foundation for regulating the development and use of land. The PPS provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

Policy 1.1.3.1 states that settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.

Policy 1.1.3.3 states municipalities shall identify appropriate locations and promote opportunities for intensifications where this can be accommodated taking into account existing building stock and the availability of suitable existing infrastructure and public service facilities.

Policy 1.1.3.4 states appropriate development standards should be promoted which facilitate *intensification*, *redevelopment* and compact form, while avoiding or mitigating risks to public health and safety.

Development should provide for an appropriate range and mix of housing types and densities to minimize the cost of housing, and facilitate compact form, while maintaining public health and safety (Policy 1.4.3). Healthy, active communities meet the needs of people by facilitating active transportation and ensuring neighbourhood connectivity (Policy 1.5.1) through infrastructure and land use. In addition,

development shall efficiently use and optimize existing municipal sewage and water services; and, stormwater management shall promote best practices and low impact development (Policies 1.6.6.1 and 1.6.6.7).

The proposed rezoning will help facilitate more compact built form with a better mix of residential land uses (single detached, semi-detached, townhouses and second units) that efficiently use land and existing / planned municipal infrastructure and provides for greater housing choice. Any population growth resulting from future development can be served by existing schools and *public service facilities*. Town Planning staff are of the opinion that the proposed rezoning is consistent with the PPS.

### **Greenbelt Plan (2017)**

The subject land is located outside of the Greenbelt Plan Area; and therefore, is not bound by the policies of this Plan.

### **Growth Plan for the Greater Golden Horseshoe (GGH) (2019)**

The updated Growth Plan took effect on May 16<sup>th</sup> 2019 and requires that all planning decisions made after May 16<sup>th</sup> 2019 shall conform to policies of this plan. The document informs decision-making regarding growth management and environmental protection in the GGH. The subject parcel is located within a 'Settlement Area' according to the Growth Plan. Guiding principles regarding how land is developed:

- Support the achievement of *complete communities* to meet people's needs through an entire lifetime.
- Prioritize *intensification* and higher densities to make efficient use of land and *infrastructure*.
- Support a range and mix of housing options, including second units and *affordable* housing, to serve all sizes, incomes, and ages of households.
- Provide for different approaches to manage growth that recognize the diversity of communities in the GGH.
- Integrate climate change considerations into planning and managing growth.

Policy 2.2.1 Managing Growth – 2. Forecasted growth to the horizon of this Plan will be allocated based on the following:

- a) the vast majority of growth will be directed to *settlement areas* that:
  - i. have a *delineated built boundary*;
  - ii. have existing municipal water / wastewater systems; and
  - iii. can support the achievement of complete communities.

Policy 2.2.1.4 supports the achievement of *complete communities* that feature a diverse mix of land uses, including residential and employment uses and convenient access to local stores, services and public service facilities; improve social equity and overall quality of life for people of all ages, abilities and incomes; provide a diverse range and mix of housing options, including second units and affordable housing; expand convenient access to a range of transportation options including active

transportation, public service facilities, co-located and integrated in community hubs, an appropriate supply of safe, publicly accessible open spaces, parks, trails and other recreational facilities and healthy, local and affordable food options including urban agriculture; ensure the development of high quality compact built form, an attractive and vibrant public realm through site design and urban design standards; mitigate and adapt to climate change impacts, build resilience, reduce greenhouse gas emissions and contribute toward the achievement of low carbon communities and integrate green infrastructure and low impact development.

Policy 2.2.2 Delineated built-up areas – states that when the next *municipal comprehensive review* is approved and in effect, the applicable minimum intensification for Niagara is 50% of all residential development annually. Until that time, the Region’s current annual minimum intensification target is 15% for the Town of Pelham.

Policy 2.2.6.2 Housing – states that notwithstanding policy 1.4.1 of the PPS (2014), in implementing policy 2.2.6.1, municipalities will support the achievement of *complete communities* by:

- a) planning to accommodate forecasted growth to this Plan’s horizon;
- b) planning to achieve the minimum intensification and density targets in this Plan;
- c) considering the range and mix of housing options and densities of the existing housing stock; and
- d) planning to diversify their overall housing stock across the municipality.

The proposed zoning regulations help achieve a balance of compact built form, that efficiently use municipal infrastructure while also ensuring open space amenity areas, and landscaping exists through various zoning provisions. The subject lands are also within close proximity to some neighbourhood commercial uses. Planning staff are of the opinion that the proposed development conforms with the 2019 Growth Plan.

### **Regional Official Plan (Consolidated August 2014)**

The Regional Official Plan designates the subject land as ‘Built-Up Area’ within the Urban Area Boundary.

Policy 4.G.6.2 indicates ‘Urban Areas’ will be the focus for accommodating the Region’s growth and development.

Policy 11.A.1 states the Region encourages the provision of a variety of housing types within urban communities and neighbourhoods to serve a variety of people as they age through the life cycle.

Policy 11.A.2 states the Region encourages the development of attractive, well designed residential construction that among other things:

- b) De-emphasizes garages, especially in the front yard.
- c) Emphasizes the entrance and points of access to neighbourhoods.

- d) Is accessible to all persons.
- g) Provides an attractive, interconnected and *active transportation* friendly streetscape.
- h) Contributes to a sense of safety within the public realm.
- i) Balances the needs for private and public space.
- j) Creates or enhances an aesthetically pleasing and functional neighbourhood.
- k) Encourages a variety of connections based on transportation mode between land uses based on diverse transportation modes, allowing people to move freely between the places where they live, work and play.

Policy 11.A.3 states the Region will encourage the local municipalities to adopt policies and zoning by-laws facilitating the creation of secondary suites throughout the urban area.

The proposed rezoning seeks to include several residential land use permissions, with more compact building regulations located in close proximity to existing commercial, institutional and recreational uses.

### **Pelham Official Plan (2014)**

The Town of Pelham Official Plan is the primary planning document that will direct the actions of the Town and shape growth that will support and emphasize Pelham's unique character, diversity, cultural heritage and protect our natural heritage features.

The local Official Plan designates the subject land as 'Urban Living Area / Built Boundary'. The permitted uses in this designation include single detached dwellings, accessory apartments, semi-detached, townhouse units, apartment dwellings, home occupations, bed and breakfast establishments, private home daycare and complementary institutional and convenience commercial uses.

Policy A2.1.2 Natural Environment – states the natural environment objectives of this Plan are to make planning decisions that consider the health and integrity of the broader landscape as well as the long term and cumulative impacts on the ecosystem.

Policy A2.2.2 Growth & Settlement – states that it is a goal of this Plan to encourage intensification and redevelopment within the *Urban Area* specifically in proximity to the Downtown.

Although the subject lands are not in close proximity to Downtown Fonthill, they are located within the existing *Urban Settlement Area*, outside of any *key natural heritage features* and along with other residential designated lands are anticipated to experience development pressures in the future. Fortunately, some neighbourhood commercial facilities, parks and public schools are within close proximity to the subject lands.

Policy A2.3.2 Urban Character – stated objectives of this Plan include:

- To respect the character of existing development and ensure that all

applications for development are physically compatible with the character of the surrounding neighbourhood.

- To maintain and enhance the character and stability of existing and well-established residential neighbourhoods by ensuring that redevelopment is compatible with the scale and density of existing development.
- To encourage the development of neighbourhoods which are compact, pedestrian-friendly and provide a mix of housing types.

Policy A2.5.2 Infrastructure – stated objectives of this Plan include maintaining existing infrastructure in a manner that is cost effective and contributes to the quality of life of citizens.

Policy A2.7.2 Cultural Heritage – states it is the Plan’s objective to ensure that the nature and location of cultural heritage and archaeological resources are known and considered before land use decisions are made.

No Part IV designated heritage properties flank the subject lands and an archaeological clearance from the Ministry is required before any development can occur. The applicant has completed a stage 1-2 archaeological assessment which concluded that no archaeological resources were identified, and no further evaluation is recommended. The Town will await the arrive of a Ministry Clearance Letter prior to moving forward with any future draft plan of subdivision and / or site plan approval.

Policy B1.1.1 recognizes the existing urban area of Fonthill and the role the Town will need to accommodate various forms of residential intensifications, where appropriate.

Policy B1.1.3 provides policy guidance and direction with respect to intensification proposals within the *Urban Living Area / Built Boundary*. While intensification opportunities are encouraged, proponents will be expected to demonstrate, that such proposals will be respectful of, compatible with, and designed to be integrated with the neighbourhood where they’re proposed.

In considering residential intensification proposals, the following criteria are applicable:

- a) Schedules A1 and A2 identify a number of areas that may be good candidates for residential intensification. This does not preclude consideration elsewhere in the *Urban Living Area* provided these sites abut arterial or collector roads or are located on a local road on a site that is no further than 100 metres from an intersection with a collector or arterial road;
- b) Intensification and redevelopment proposals are encouraged to achieve a unit density and housing type that is in keeping with the character of the neighbourhood density;
- c) Residential intensification and redevelopment proposals located on lands which abut local roads shall maintain the unit density and unit type of the surrounding

neighbourhood, but may through a Zoning By-law Amendment, increase the unit density by up to 25% of the existing gross density of lands located within 300 metres of the site, provided the resultant development will be characterized by quality design and landscaping, suitable building setbacks, and further that parking areas and traffic movements will not negatively impact the surrounding neighbourhood from the perspectives of safety or neighbourhood character;

- e) The creation of accessory apartments and in-law suites within residential neighbourhoods is considered to be an appropriate form of residential intensification.

Policy B1.1.5 states that when considering a rezoning or Site Plan application to permit semi-detached or townhouse development, Council shall be satisfied that the proposal:

- a) Respects the character of adjacent residential neighbourhoods, in terms of height, bulk and massing;
- b) Can be easily integrated with surrounding land uses;
- c) Will not cause or create traffic hazards or an unacceptable level of congestion on surrounding roads; and
- d) Is located on a site that has adequate land area to incorporate required parking and landscaping.

Schedule B1 identifies a *Highly Vulnerable Aquifer* affecting the subject lands. As a result, a variety of uses are prohibited from these lands under Policy C5.3, none of which are proposed by the applicant.

Town staff echo the professional opinion of the *Planning Justification Report* supplied with the Zoning By-law Amendment application and how it responds to local planning policy and Provincial legislation outlined earlier. The proposed rezoning supports the achievement of *complete communities* and accommodates a better residential mix of uses including second dwelling unit permissions and more compact built form. Town staff are of the opinion that the rezoning supports the health, safety, convenience and accessibility of the present and future inhabitants of the Town and conforms with local Official Plan planning policy and does not detract from the character of the area which includes a mix of housing types.

### **Pelham Zoning By-law Number 1136 (1987)**

The subject land is currently zoned 'Residential 1' (R1). A zoning by-law amendment is requested to facilitate future townhouse development on Part 2 and rezone Part 1 to a more compact low density residential zone. The only site-specific regulation proposed for the Residential R2 Zone is for the inclusion of second dwelling unit permissions in accordance with Provincial and Regional policies while the Residential Multiple RM1-281{H} zone will reflect the existing site-specific provisions of the



adjacent property to the west. The removal of the Holding Zone is subject the execution of condominium/site plan agreement addressing servicing and drainage requirements. Second dwelling units are an important housing type that is in demand as some residents seek alternative living arrangements for family members, those looking to 'age-in-place', or as a means to afford housing by way of supplementary rental income.

The requirements of the Residential Multiple RM1-281{H} Zone is attached as Appendix C and was approved in 2017.

**Financial Considerations:**

The applicant is responsible for all costs associated with development.

**Alternatives Reviewed:**

Council may choose to refuse the Zoning By-law Amendment.

**Strategic Plan Relationship: Build Strong Communities and Cultural Assets**

The proposal will help facilitate land consolidation and reinvestment in an existing developed and serviced area that supports the building of strong communities and cultural assets.

**Consultation:**

On November 25, 2019 a 'Request for Comments' was circulated to Town departments, Niagara Region and other commenting agencies. On January 14, 2020 a *Notice of Public Hearing* was circulated by Town staff to all assessed property owners within 120 metres of the property's boundaries. Also, a *Notice of Public Hearing* sign was posted on the frontage facing Quaker Road prior to the February 10, 2020 *Public Hearing*.

To date, the following agency comments have been received:

- Public Works Department (Jan 15, 2020)
  - No comments at this stage. Detailed engineering review will be captured during subsequent development applications regarding:
    - Water service obligations.
    - Sanitary service obligations.
    - Storm Sewer obligations.
    - Winter maintenance obligations.
    - Grading obligations.
- Niagara Region Planning & Development Services (December 13, 2019)
  - Until such time as the Ministry of Heritage, Sport, Tourism & Culture have issued a Clearance Letter confirming that all archaeological resource concerns have met licensing and resource conservation requirements, either a 'Holding' provision should be included in the Zoning By-law Amendment, or condition(s) should be added to future Site Plan or Draft Plan of Subdivision / Condominium applications for future development.

- Rezoning aligns with the intent and direction of Provincial and Regional policies.
- No objection.
- Enbridge Gas (November 27, 2019)
  - No objection.

No public comments have been received to date regarding this application and no additional public comments were received at the Public Meeting held on February 10<sup>th</sup> 2020. Council questioned if the existing dwelling was to remain on the property and the intent is that the existing dwelling will remain. It was also noted that Part 2 will develop comprehensively with the adjacent lands and will be part of future development applications that will require further approvals from Council and that the applicant is in the process of consolidating lands to have a viable development proposal. It was also noted that the developer will be responsible for improving storm drainage in the area and a new storm sewer on Quaker Road will be required to facilitate future development.

### **Planning Staff Comments**

The purpose of this report is to provide Council with a recommendation regarding the Zoning By-law Amendment application, applicable policies and comments received thus far.

A pre-consultation meeting was held with the applicant on Thursday, May 2<sup>nd</sup> 2019 to identify preliminary planning issues associated with the proposal and to discuss submission requirements.

The proposed Zoning By-law Amendment application seeks approval to rezone the subject lands into two different zones as follows:

- Part 1 (retained lot fronting Quaker Road)
  - 'R1' (Residential 1) to site-specific 'R2' (Residential 2)
- Part 2 (severed lot to merge with adjacent lands under separate consent application)
  - 'R1' (Residential 1) to site-specific 'RM1-281 {H}' (Residential Multiple 1 – 281 {Holding provision}) zone

The existing dwelling on Part 1 is proposed to remain and be rezoned Residential (R2) Zone. The requested Holding provision is associated with the requirement for the land owner to satisfactorily address servicing and drainage requirements for Part 2 as well as for the adjacent lands that have the same Holding provision.

Part 2 of the subject lands recently was granted conditional approval (file B1/2020P) to convey a boundary adjustment merging Part 2 with the abutting lands to the south for future residential townhouse development. The future development of Part 2 will be subject to additional *Planning Act* applications such as Site Plan Approval, Draft Plan of Subdivision and/or Draft Plan of Condominium approval from Council, depending on the nature of development and the removal of the Holding provision.

No formal plans on Part 2 have been submitted to date. The developer is currently in the process of consolidating the lands to the rear and will be developing a comprehensive development plan for that property which will come to Council at a future meeting. This zoning by-law amendment application is only one step in the process.

With regards to development costs, the developer is responsible for all costs associated with the future development of these lands. With regards to the future new storm sewer that is required on Quaker Road to service the rear lands, the developer will upfront the costs for the construction of the storm sewer and the Town is responsible for that portion of the costs that services the existing property owners on Quaker Road.

*An Archaeological Assessment* (Stages 1-2), prepared by Detritus Consulting Ltd. was submitted with the rezoning application. The Assessment did not identify any archaeological resources, and concluded that no additional assessments were recommended by the Licensed Archaeologist. Before any development can proceed, a Clearance Letter from the Ministry of Tourism will be required as a condition of future draft plan of subdivision/condominium and/or site plan approval.

*A Planning Justification Report*, prepared by A.J. Clarke & Associates Ltd. was submitted with the rezoning application. The *Justification Report* reviewed the local neighbourhood context, applicable planning policy, the current proposal and provided a professional opinion.

Planning staff visited the site and reviewed aerial photography to better understand the local context. The neighbourhood is currently undergoing some construction and future development applications are imminent. While the area is primarily residential in nature, the neighbourhood does contain some commercial uses and a mix of large and small lot single detached residences as well as townhouses. The lands on the south side of Quaker Road are large and exceed the lot area / frontage requirements of the Zoning By-law substantially. The existing lot geometry reflects a development pattern where lots were originally serviced on private septic systems. These lands are now serviced by municipal water and sanitary sewers. Two local developers are in the process of consolidating much of the lands on the south side of Quaker Road. Staff are anticipating future development applications to come forward and will be expecting a design cognisant of the surrounding neighbourhood that respects built character, while employing more current building standards to the southern (rear) lands.

The Pelham Official Plan Urban Living Area designation permits a variety of residential uses such as single detached, semi-detached, townhouses, multi-units, and second dwelling units among others.

Planning staff are of the opinion the proposed rezoning is consistent with the Provincial Policy Statement, conforms to the Growth Plan, Niagara Region Official Plan and Town of Pelham Official Plan.

**Other Pertinent Reports/Attachments:**

- Appendix A:
  - Survey (Consent) Sketch
- Appendix B:
  - Agency Comments Consolidated
- Appendix C:
  - By-law No. 3949 (2017)
- Appendix D:
  - Draft By-law
- Planning Justification Report prepared by: A.J. Clarke & Associates Ltd. (November 2019)
- Archaeological Assessment (Stage 1-2) prepared by: Detritus Consulting Ltd. (October 28, 2019)

**Prepared and Recommended by:**

Curtis Thompson, B.URPI  
Planner

Barbara Wiens, MCIP, RPP  
Director of Community Planning and Development

**Prepared and Submitted by:**

David Cribbs, BA, MA, JD, MPA  
Chief Administrative Officer



**Planning and Development Services**

1815 Sir Isaac Brock Way, Thorold, ON L2V 4T7  
905-980-6000 Toll-free: 1-800-263-7215

---

**Via Email Only**

December 13, 2019

File No.: D.18.06.ZA-19-0133

Curtis Thompson  
Planner  
Town of Pelham  
20 Pelham Town Square, PO Box 400  
Fonthill, ON L0S1E0

Dear Mr. Thompson:

**Re: Provincial and Regional Comments  
Zoning By-law Amendment Application  
Town File: AM-09-19  
Applicant: Pawel Ryzlak and Janusz Szymala  
Address: 695 Quaker Road  
Town of Pelham**

---

Regional Development Planning staff has reviewed the information circulated with the application for Zoning By-law Amendment (ZBA), which proposes to rezone the subject lands from the Residential 1 (R1) Zone to the Residential 2 (R2) (Part 1) and Residential Multiple Exception 281 Holding (RM1-281(H)) (Part 2) Zones. The ZBA is proposed in conjunction with a lot addition (concurrent consent application) to transfer Part 2 to the lands to the south, described as Parts 3-5 of Plan 59R-15976, so that a consistent zone may be applied to the lands, to facilitate future development. The retained parcel of land (Part 1) contains an existing dwelling that will remain.

A pre-consultation meeting was held on May 2, 2019, at Pelham Town Hall with Town and Regional staff, as well as the applicant and their agent. The application was received by Regional staff on November 27, 2019. Regional staff provides the following comments to assist the Town in their consideration of the application from a Provincial and Regional perspective.

**Provincial and Regional Policies**

The subject land is located within a Settlement Area under the 2014 Provincial Policy Statement (PPS), where development is generally concentrated and an appropriate

range and mix of land uses are to be provided and the efficient use of land, resources, infrastructure and public service facilities that are planned or available is encouraged.

The subject land is within the Built-Up Area under the 2019 A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan), and designated Urban Area in the Regional Official Plan (ROP). The Growth Plan contains policies that encourage the development of complete communities with a diverse mix of land uses and range of housing types, taking into account affordable housing and densities. The ROP permits a full range of residential, commercial and industrial uses generally within the Urban Area, subject to the availability of adequate municipal services and infrastructure. The proposal aligns with Provincial and Regional growth management policies in so far as it will facilitate future development within the Urban Built-Up Area, making more efficient use of the land and existing services.

### **Archaeological Potential**

The PPS and ROP provide direction for the conservation of significant cultural heritage and archaeological resources. Specifically, Section 2.6.2 of the PPS states that, “development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential, unless significant archaeological resources have been conserved.”

The subject land was identified at the pre-consultation meeting as having high archaeological potential based on the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) Criteria for Evaluating Archaeological Potential and the Town of Pelham’s approved Heritage Master Plan. A Stage 1-2 Archaeological Assessment, prepared by Detritus Consulting Ltd. (dated October 28, 2019) (the Assessment), was submitted with the application. The Stage 2 Assessment resulted in the identification of no archaeological resources, and no additional archaeological assessment is recommended by the Licensed Archaeologist.

The report was submitted to the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) as a condition of the Archaeologist’s license. As of the date of this letter, a letter from the MHSTCI confirming that all archaeological resource concerns have met licensing and resource conservation requirements has not been received. Given that the acknowledgment letter has not been received from the MHSTCI, it is recommended that either a Holding provision be included in the amending Zoning By-law, or that condition(s) be added to any future site plan or draft plan of condominium/subdivision applications required for the proposed development. Staff notes that the removal of a Holding provision will require an additional Regional review fee.

Recognizing that no archaeological survey, regardless of its intensity, can entirely negate the possibility of deeply buried archaeological materials, Regional staff will require the inclusion of a standard warning clause as a condition of any future site plan or draft plan of condominium/subdivision application.



## Conclusion

In conclusion, subject to inclusion of a Holding provision or condition of future planning approvals for archaeological matters, the proposal aligns with the intent and direction of Provincial and Regional policies and Regional staff does not object to the proposed Zoning By-law Amendment. Should a Holding provision be the preferred means of addressing the archaeological clearance, the following provision should be included in the amending Zoning By-law:

1. That the Stage 1-2 Archaeological Assessment, prepared by Detritus Consulting Ltd. (dated October 28, 2019), be submitted to the Ministry of Tourism, Culture and Sport (MTCS) for review and approval. The report must be accepted by the MTCS, to the satisfaction of Niagara Region, prior to removal of the Holding. If the consultant recommends / the MTCS requires further Stage 3 or 4 Archaeological Assessments, these report(s) must also be submitted to and accepted by the MTCS, to the satisfaction of Niagara Region, prior to lifting the Holding provision. NOTE: No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the MTCS confirming that all archaeological resource concerns have been mitigated and meet licensing and resource conservation requirements.

Should you have any questions related to the above comments, please feel free to contact me at 905-980-600 ext. 3432 or Lola Emberson, MCIP, RPP, Senior Development Planner, at 905-980-6000 ext. 3518.

Kind regards,



Britney Fricke, MCIP, RPP  
Development Planner

cc: Lola Emberson, MCIP, RPP, Senior Development Planner, Niagara Region

---

DATE: January 15<sup>th</sup>, 2020  
TO: Curtis Thompson, Planner  
CC: Jason Marr, Director of Public Works & Utilities  
FROM: Tolga Aydin, Engineering Technologist  
RE: File AM-09-19  
695 Quaker Road

---

Public Works has completed a review of the amendment application AM-09-19 related to the amending of the currently zoning by-law for the lands located on the south side of Quaker Road at 695 Quaker Road.

The following drawings have been received and taken into account through the course of this review:

- 695 Quaker Road Planning Justification Report
- Consent Sketch

Public Works has the following comments:

- No comments at the time of Zoning amendment. All comments regarding the site will be captured upon receiving complete Site Plan submission for the development.

## Curtis Thompson

---

**From:** Municipal Planning <MunicipalPlanning@enbridge.com>  
**Sent:** November 27, 2019 6:47 AM  
**To:** Curtis Thompson  
**Subject:** RE: Request for Comments - Zoning By-law Amendment (695 Quaker Rd)

Thank you for your circulation.

Enbridge Gas Inc. does not object to the proposed application however, we reserve the right to amend our development conditions.

Please continue to forward all municipal circulations and clearance letter requests electronically to [MunicipalPlanning@Enbridge.com](mailto:MunicipalPlanning@Enbridge.com).

Regards,

**Alice Coleman**

Municipal Planning Coordinator  
Long Range Distribution Planning

**ENBRIDGE GAS INC.**

TEL: 416-495-5386  
500 Consumers Road, North York, Ontario M2J 1P8

Enbridge.com

**Safety. Integrity. Respect.**

---

**From:** Curtis Thompson <CThompson@pelham.ca>  
**Sent:** Monday, November 25, 2019 10:36 AM  
**To:** Derek Young <DYoung@pelham.ca>; Jason Marr <JMarr@pelham.ca>; Bob Lymburner <BLymburner@pelham.ca>; Mike Zimmer <MZimmer@pelham.ca>; Belinda Menard <BMenard@pelham.ca>; Dev Planning Applications - Region (devtplanningapplications@niagararegion.ca) <devtplanningapplications@niagararegion.ca>; 'Fricke, Britney' <Britney.Fricke@niagararegion.ca>; Municipal Planning <MunicipalPlanning@enbridge.com>; Niagara Peninsula Energy (info@npei.ca) <info@npei.ca>; Jim Sorley (jim.sorley@npei.ca) <jim.sorley@npei.ca>; Bell Canada <circulations@mmm.ca>  
**Cc:** Barbara Wiens <BWiens@pelham.ca>  
**Subject:** [External] Request for Comments - Zoning By-law Amendment (695 Quaker Rd)

**EXTERNAL: PLEASE PROCEED WITH CAUTION.**

This e-mail has originated from outside of the organization. Do not respond, click on links or open attachments unless you recognize the sender or know the content is safe.

Hello,

We are in receipt of a **Zoning By-law Amendment** application for the property at **695 Quaker Road** in Fonthill.

The submitted material is attached and includes:

- Cover Letter
- Application
- Severance Sketch
- Planning Justification Report
- Archaeological Assessment

Hardcopies are being circulated to the Region and Town staff, including your applicable fee.

Comments would be appreciated by **Monday, December 16<sup>th</sup> 2019**. If you have any questions, or require additional material, please let me know.

Thank you,



Curtis Thompson, a.s.w.  
Planner  
Community Planning &  
Development

e: [cthompson@pelham.ca](mailto:cthompson@pelham.ca)  
p: 905.892.2607 x324  
[pelham.ca](http://pelham.ca)

20 Pelham Town Square  
P.O. Box 400  
Fonthill, ON L0S 1E0

#### TOWN OF PELHAM CONFIDENTIALITY NOTICE:

The information contained in this communication, including any attachments, may be confidential and is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send it to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW NO. 3949(2017)

Being a by-law to amend Zoning By-law 1136 (1987), as amended, for lands located on the south side of Quaker Road municipally known as 703 Quaker Road from Residential 1 (R1) Zone to a site specific Residential Multiple 1 (RM1-281-H) Zone.

Tony and Rosetta Nuziato (Upper Canada Consultants)

File No. AM-01-16

**WHEREAS** Section 34 of the Planning Act, RSO 1990, as amended provides that the governing body of a municipal corporation may pass by-laws to regulate the use of lands and the character, location and use of buildings and structures;

**AND WHEREAS** Section 36 of the Planning Act, R.S.O. 1990, as amended provides for the use of the holding (H) symbol in conjunction with any use designation in a Zoning By-law passed under Section 34;

**AND WHEREAS** the Council of the Town of Pelham has recommended that such a by-law be enacted;

**AND WHEREAS** the Council of the Town of Pelham has deemed it to be in the public interest that such a by-law be enacted;

**NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF PELHAM ENACTS AS FOLLOWS:**

1. **THAT** Schedule 'A5' to Zoning By-law 1136 (1987) as amended, is hereby further amended by rezoning the lands identified as the subject lands on Schedule 'A' attached hereto and forming part of this By-law from:

Residential 1 (R1) Zone to	Site Specific Residential Multiple 1(RM-281-H) Zone
----------------------------	--

2. **THAT** Section 30 – Exceptions of By-law 1136 (1987) as amended is further amended by the following exception:

RM1-281-H Zone	Notwithstanding Section 16 of the Residential Multiple 1 (RM1) Zone and Section 6.35(c) Yard Encroachments Permitted, this property shall only be used for block townhouse dwellings and the following special regulations shall apply:
----------------	---

- |  |   |
|--|---|
| a) Minimum Lot Frontage                  | 8.79 m (28.83 ft)   |
| b) Minimum Setback from Quaker Road      | 30.0 m (98.42 ft)   |
| c) Minimum Setback from Internal Roadway | 4.5 m (14.76 ft) to dwelling unit or 6.0 m (19.68 ft) to garage |

- d) Minimum Side Yard 1.5 m (4.9 ft)
- e) Minimum Rear Yard 6.0 m (19.68 ft) to  
back of dwelling unit  
1.5 m (4.9 ft) to side of  
dwelling unit
- f) Distance between buildings on same lot Any side of any  
townhouse shall be no  
closer than 3.0 m  
(9.84 ft)
- g) Planting strip A planting strip of  
1.3 m (4.26 ft)  
minimum in width shall  
be provided where the  
boundary of an RM1  
zone abuts an R1 or  
R2 zone except for  
along the west  
property line of 695  
Quaker Road a 0.5 m  
(1.64 ft) buffer strip  
with a privacy fence is  
required.
- h) Unenclosed porches, balconies, steps and patios, covered or  
uncovered, may project into any required yard a maximum distance  
of 3.5 m (11.48 ft) provided that, in the case of porches, steps or  
patios, such uses are not more than 1.3 m (4.27 ft) above ground.

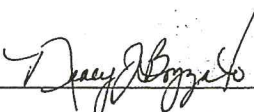
3. **THAT** the holding (H) provision shall be lifted subject to:

- a) Execution of Condominium and Site Plan Agreements addressing  
servicing and drainage to the satisfaction of the Director of Public  
Works.

4. **THAT** this By-law shall come into effect and force from and after the  
date of passing thereof, pursuant to Section 34(21) and 34(30) of the  
Planning Act, RSO 1990, as amended.

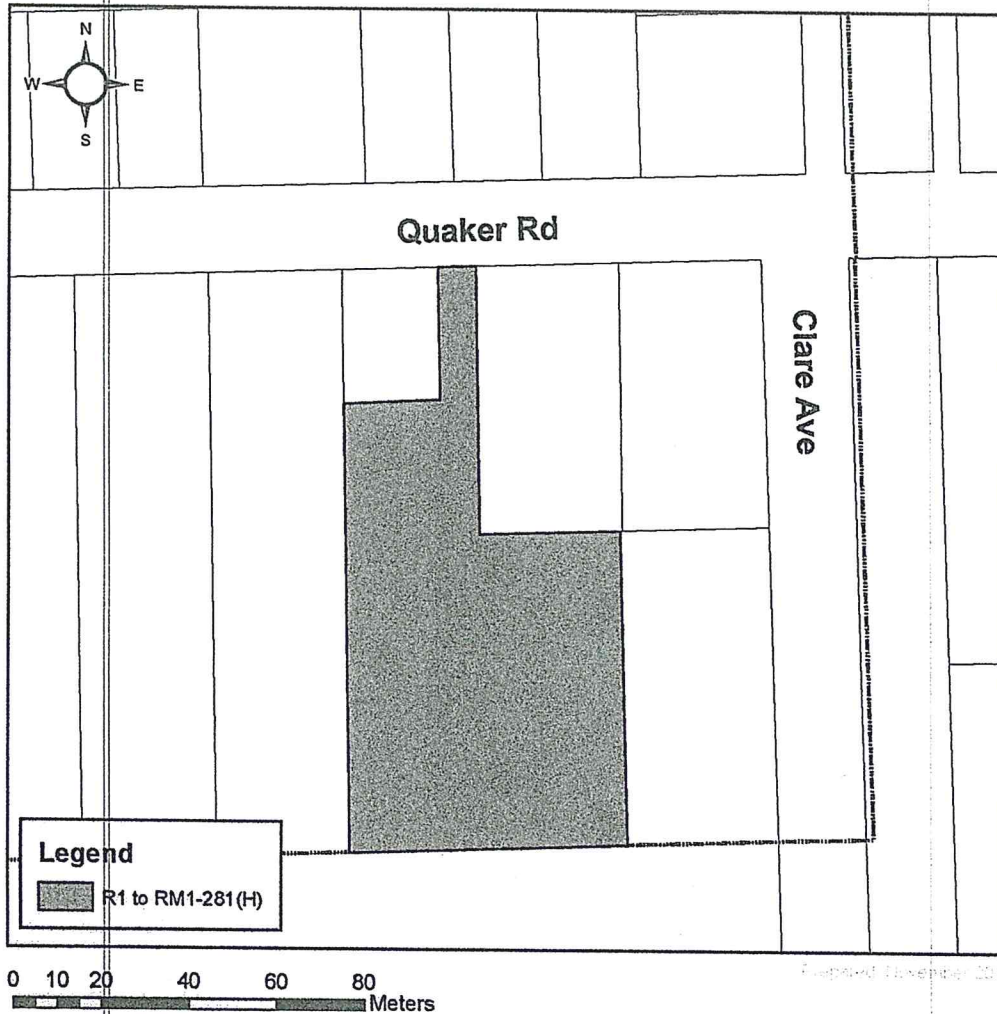
ENACTED, SIGNED AND SEALED THIS 18<sup>th</sup> DAY OF DECEMBER,  
2017 A.D.

  
MAYOR DAVE AUGUSTYN

  
CLERK NANCY J. BOZZATO



Schedule 'A':



This is Schedule 'A' to By-law No. 3949 (2017) passed the 18 day of December, 2017.

Dave Augustyn  
Mayor: Dave Augustyn

Nancy J. Bozzato  
Clerk: Nancy J. Bozzato



The Corporation of the  
Town of Pelham

By-law No. \_\_\_\_\_ (2020)

**Being a by-law to amend Zoning By-law 1136 (1987), as amended, for lands located on the south side of Quaker Road, west of Clare Avenue, municipally known as 695 Quaker Road. The Zoning By-law Amendment rezones the lands from the Residential 1 (R1) Zone to a site-specific Residential 2 (R2) and Residential Multiple 1 (RM1-281{H}).**

Janusz Szymala, Pawel Ryzlak  
File No. AM-09-19

---

**WHEREAS**, Section 34 of the Planning Act, RSO 1990, as amended provides that the governing body of a municipal corporation may pass by-laws to regulate the use of lands and the character, location and use of buildings and structures;

**WHEREAS**, the Council of the Town of Pelham has recommended that such a by-law be enacted;

**AND WHEREAS** the Council of the Town of Pelham has deemed it to be in the public interest that such a by-law be enacted;

**NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF PELHAM ENACTS AS FOLLOWS:**

1. **THAT** Schedule 'A5" to Zoning By-law 1136 (1987) as amended, is hereby further amended by rezoning the lands identified as Parts 1-2 on Schedule 'A' attached hereto and forming part of this By-law from:

Residential 1 (R1) to	Residential 2 (R2-297)
Residential 1 (R1) to	Residential Multiple 1 (RM1-281{H})

2. **THAT** Section 30 – Exceptions of By-law No. 1136 (1987), as amended, be modified by adding the following:

Definitions	Section 5 of the Definitions is amended for the subject lands as follows:
-------------	---

Section 5.55

d) Second Dwelling Unit

Means a second dwelling unit on a lot with a principle dwelling that is created through converting part of, or adding on to the existing dwelling that maintains an independent entrance, or within a detached accessory building (e.g. in-law suite, basement suite, coach house).

General Provisions	Section 6 of the General Provisions is amended by deleting and replacing the following subsections as follows for the lands identified as R2-297:
--------------------	---

Section 6.1 – Accessory Uses

a) General

Where this By-law provides that a lot, building or structure may be erected or used for a purpose, that purpose shall include any accessory building, structure or accessory use, but shall not include any occupation for gain or profit conducted within or accessory to a dwelling unit

except as in this By-law is specifically permitted.

Only one second dwelling unit is permitted per lot in a single detached, semi-detached, or townhouse dwelling, or their accessory building provided:

- i) The maximum floor area does not exceed 60 m².
- ii) A minimum of one parking stall is required.
- iii) Compliance with the Ontario Building Code and Fire Code, as applicable.

c) Maximum Height

Except as otherwise provided herein, no accessory building shall exceed 3.7 m in height and no accessory building containing a second dwelling unit shall exceed 6 m in height.

Section 6.2 – Dwelling Units Below Grade  
Deleted.

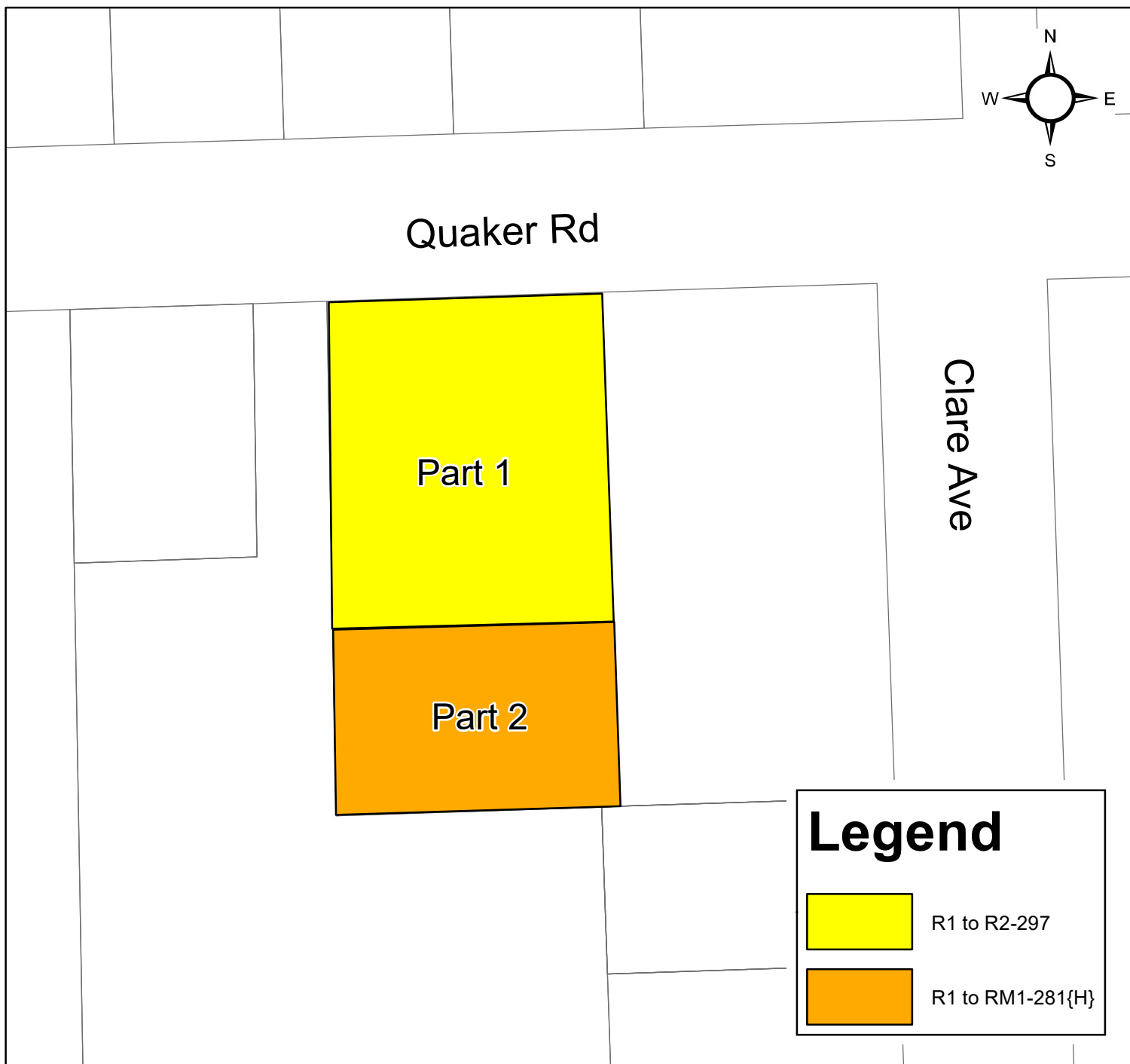
- 3. **THAT** Section 30 – Exceptions of By-law 1136 (1987) as amended is further amended by adding the lands shown as Part 2 on Schedule A to the RM1-281{H} zone.
  
- 4. **THAT** this By-law shall come into effect and force from and after the date of passing thereof, pursuant to Section 34(21) and 34(30) of the Planning Act, RSO 1990, as amended.

ENACTED, SIGNED and SEALED THIS  
23<sup>rd</sup> day of March, 2020.

\_\_\_\_\_  
MAYOR: MARVIN JUNKIN

\_\_\_\_\_  
CLERK: NANCY J. BOZZATO

## Schedule 'A':



10 5 0 10 Meters

Prepared: March 2020

This is Schedule 'A' to By-law No. \_\_\_\_\_ (2020) passed the 23rd day of March, 2020.

Mayor: Marvin Junkin

Clerk: Nancy J. Bozzato

**Subject:** 2020 Gypsy Moth Aerial Spray Program**Recommendation:**

**BE IT RESOLVED THAT Council receive Report # 2020-0039 for information;**

**AND THAT Council consider amending By-Law No. 4106(2019) to allow for the implementation of an aerial spray program in 2020;**

**AND THAT the blocks identified in Report # 2020-0039 be aerially sprayed for the Gypsy Moth in 2020;**

**AND THAT the Town holds two (2) Public Open Houses to communicate the spray blocks and address the concerns of residents with respect to the Gypsy Moth during the month of April.**

**Background:**

Whereas Council directed staff through the March 2, 2020, Public Works Report No. 2020-0021 to conduct a gypsy moth aerial spray program utilizing the approved budget of \$150,000, this report serves to inform Council on the proposed aerial spray treatment areas and the overall management of the pest in 2020.

The Town of Pelham has experienced severe gypsy moth infestations in the past, and implemented control measures to reduce their populations to acceptable levels. The most recent aerial spray programs utilizing *Bacillus thuringiensis* 'kurstaki' (Btk) were completed in 2018 and 2019.

Under the *Municipal Act*, the Town has authority to provide any service or thing that the Town considers necessary or desirable for the public, and to pass by-laws respecting the economic, social and environmental well-being of the town, as well as, the health, safety and well-being of persons. In 2019, By-Law No. 4106(2019) was approved providing the Director of Public Works the authority to implement a gypsy moth aerial spray program on both public and private lands within the Town of Pelham. The By-law and corresponding council report identified the spray blocks

to receive aerial spray treatment.

After the 2019 aerial spray program, Council directed staff to develop a Gypsy Moth Management Policy, and approved an additional expenditure for the purposes of completing egg mass surveys to determine if control measures in 2020 were required.

A Public Meeting was held on October 23, 2019, to gain public input for the development a gypsy moth management policy. Responses from the public favoured the Town implementing a gypsy moth control program including public and private property, within the municipal boundary, when infestation levels became moderate to severe and that the cost of the program be distributed over the entire tax base. Staff developed a policy taking into consideration the survey results, public input, and Integrated Pest Management (IMP) strategy.

Committee of the Whole received the Public Works Gypsy Moth Management Policy (S801-14) at its February 18<sup>th</sup> meeting. The policy was approved by Council on March 2<sup>nd</sup>, 2020.

At the March 2<sup>nd</sup> meeting Council also approved the extension of Contract No. 2019-PW-19 to Lallemand Inc./Bioforest which includes: 1) The development of spray blocks with the aerial spray applicator; 2) Hold two (2) Public open houses regarding gypsy moth biology; 3) Pre-aerial spray larval emergence and leaf development assessments; 4) Aerial spray daily weather monitoring; 5) Post-aerial spray efficacy assessment (ADAM kit); 6) Defoliation surveys of host species once feeding has ceased; 7) Technical report of findings; 8) Develop and coordinate a forest health volunteer program. The costs of these services are approximately \$35,000.

### **Analysis:**

Lallemand Inc./Bioforest worked in conjunction with Zimmer Air Services, and Public Works staff to develop aerial spray blocks to fit within the available spray budget. Consideration was given to the Gypsy Moth Management Policy, as well as, the 2020 defoliation forecast, and a number of other decision criteria.

The identified spray blocks have been attached to this report as Appendix A.

The total number of hectares to be sprayed through the 2020 Town of Pelham Gypsy Moth Aerial Spray Program is limited based on the available budget, and application cost estimates from Zimmer Air Services. The identified spray blocks

have been designed to have the greatest impact on preventing defoliation and protecting the health of the most vulnerable trees in accordance to the Gypsy Moth Management Policy and IPM strategy. Due to the level of infestation and program size limitations, the threshold for treatment consideration was raised from 2500 egg masses per hectare to 5000 egg masses per hectare for the 2020 spray program.

The focus on this year's program was protecting mature trees, of preferred species, within or adjacent to the Urban Boundaries of Fonthill, and Fenwick, as well as, the corridor along Canboro Road that links the two villages. Trees that make up the urban canopy were prioritized over rural woodlots due to the additional stress placed on trees in an urban environment. Other factors were also considered including, the prioritization of municipal property and parks, and past infestation and defoliation of trees.

After analyzing the egg mass density and defoliation data, a total of 118.7 ha were selected to be included in the 2020 Gypsy Moth Aerial Spray Program. Because of the density of dwellings within the spray blocks, they would fall under the definition of a "Built Up Area" requiring Transport Canada Ministerial Authorizations, as well as the use of Twin Engine Helicopters with approved equipment certified to carry out aerial applications. The cost of spraying utilizing this type of aircraft is estimated at \$876.00/ha. The cost of spraying 118.7 ha is \$104,000. There are additional costs of \$4,400 associated with mobilizing and providing ground support for the helicopter. In addition, it is estimated that the administration costs for the program is approximately \$35,000. The total estimated cost of the program including; administration, aerial application of Btk, and helicopter mobilization (including ground support) is approximately \$143,400. It is assumed that the costs associated with advertisements and public outreach will also be included as part of the \$150,000 approved gypsy moth budget.

To allow the 2020 Gypsy Moth Aerial Spray Program to be implemented, and to allow for the aerial application of Btk to manage the gypsy moth population on both public and private lands, the existing Gypsy Moth By-law 4106 must be amended to include the spray blocks identified as attached in Appendix A.

A key component to the overall 2020 gypsy moth management strategy is communication. Two public open houses will be held in April to communicate details of the 2020 Aerial Spray Program, including; 1) the identified spray blocks, 2) Gypsy Moth biology, 3) infestation information and 4) Control methods for property owners. The first open house is scheduled on April 14<sup>th</sup>, 2020, in the Accursi Room at the MCC, between 6pm and 8pm. The second open house is scheduled on April 17<sup>th</sup>, 2020, at Fire Station 2 between 6pm and 8pm.

In addition to the public open houses program information will be communicated on the Town Website, through pamphlets at municipal facilities, media releases and print articles in the local paper. Further, residents within and adjacent to the spray blocks will be notified by mail or hand delivered notice prior to May 1<sup>st</sup> as per the Gypsy Moth Management Policy. Lastly, information signage will be set up along roadsides coming into the Town at a number of high volume locations to provide the dates and times of spraying and required road closures.

### **Financial Considerations:**

The proposed 2020 Gypsy Moth Aerial Spray Program and administration is able to be completed within the approved 2020 budget allotment of \$150,000.

A technical report including the post-aerial spray efficacy assessment and defoliation surveys of host species once feeding has ceased will be presented to Council for consideration in preparation of 2021 budget process.

### **Alternatives Reviewed:**

As Council will recall, 2020 Gypsy Moth Management Alternatives were presented and debated at the March 2, 2020 Regular Meeting of Council. Although minor changes to the identified spray blocks may be required, major changes to the program at this juncture are not recommended.

### **Strategic Plan Relationship: Grow Revenue - Promote Cultural Assets and Protect Environment**

The tree canopy within the municipal boundary is vital to increasing the quality of life within the Town of Pelham, and is an asset that sets us apart from neighboring municipalities.

### **Consultation:**

Lallemand Inc./Bioforest Urban Forestry Consultant  
Zimmer Air Services Pilot

### **Other Pertinent Reports/Attachments:**

Appendix A – Identified Gypsy Moth Spray Blocks  
Public Works Gypsy Moth Management Policy S801-14  
2019 Gypsy Moth Monitoring Program Report (BioForest)  
Public Works Report No. 2020-0017



Public Works Report No. 2020-0021

Public Works Report – 2019 Town of Pelham Gypsy Moth Outbreak

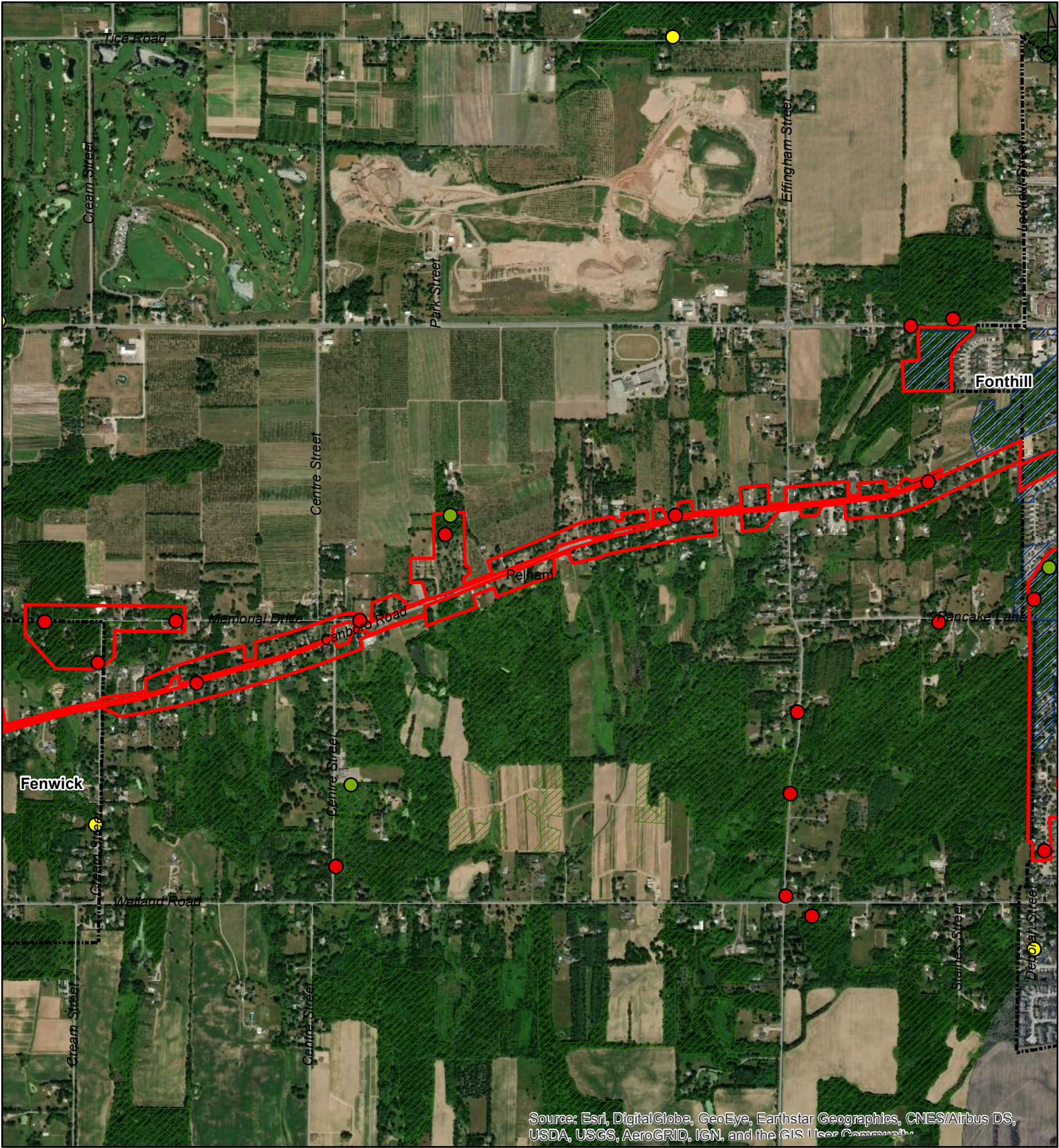
**Prepared and Recommended by:**

Jason Marr, P. Eng.  
Director of Public Works

**Prepared and Submitted by:**

David Cribbs, BA, MA, JD, MPA  
Chief Administrative Officer





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- 2020 Defoliation Risk**
- Nil
  - Light
  - Moderate
  - Heavy
  - Severe
- 2020 Proposed Spray Blocks**
- ▨ 2019 Spray Blocks
  - ▨ Core Natural Heritage Environmental Conservation Areas
  - Roads
  - ▭ Municipal Boundaries

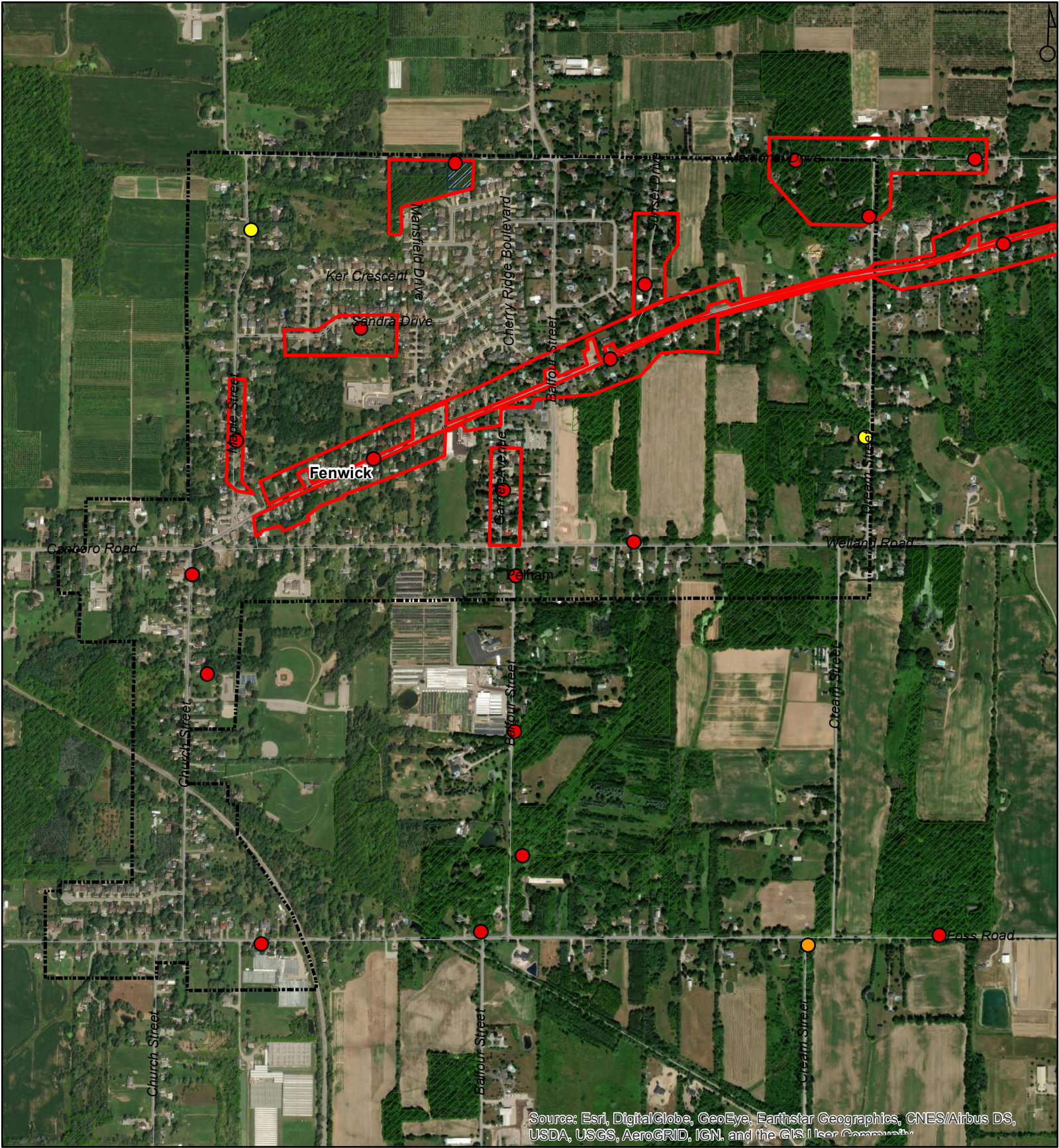
# 2020

## Town of Pelham

Gypsy Moth

### 2020 Proposed Spray Blocks





- 2020 Defoliation Risk**  
  - Nil
  - Light
  - Moderate
  - Heavy
  - Severe
- 2020 Proposed Spray Blocks
  - 2019 Spray Blocks
  - Core Natural Heritage Environmental Conservation Areas
  - Roads
  - Municipal Boundaries

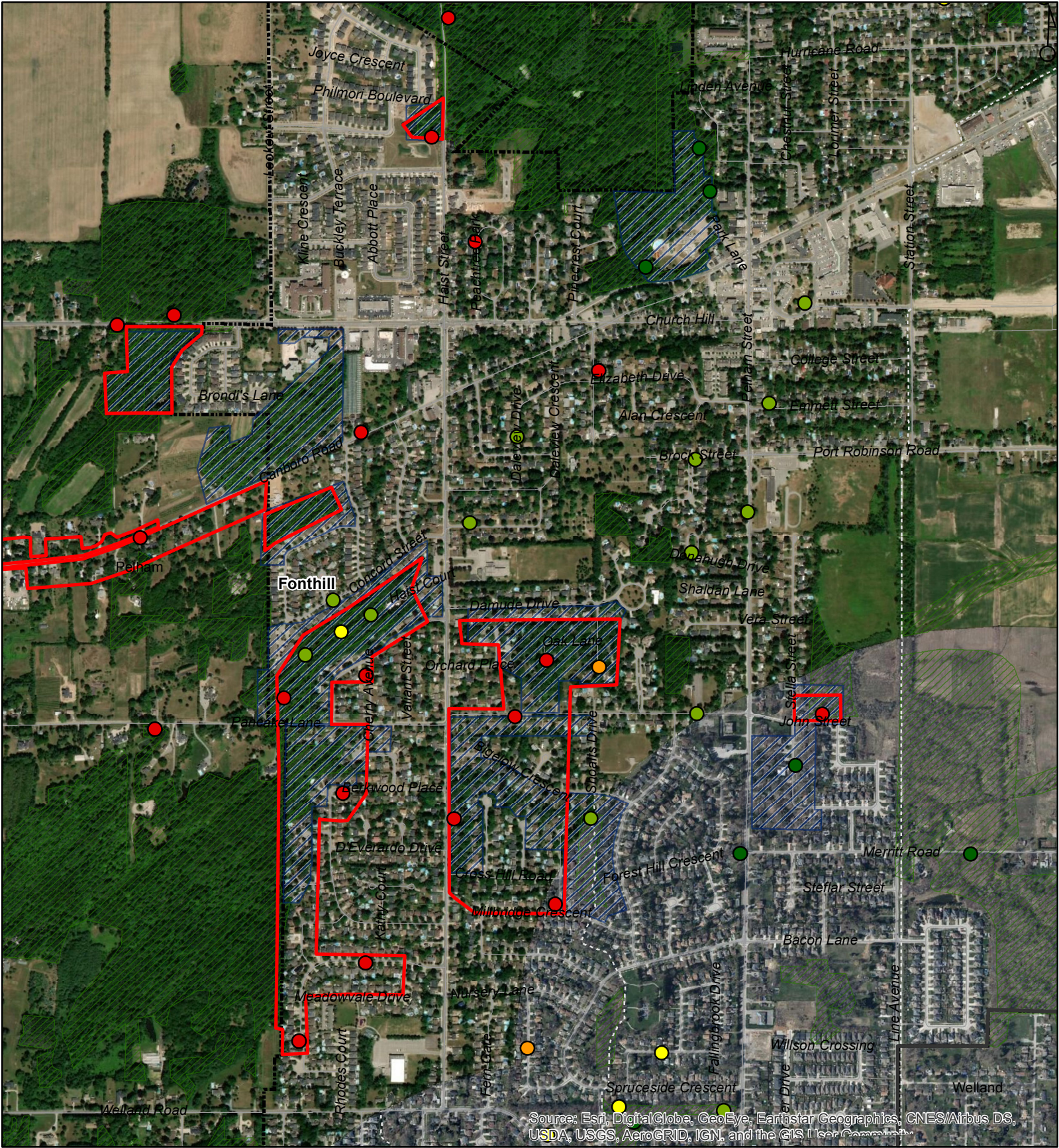
# 2020

## Town of Pelham

### Gypsy Moth

### 2020 Proposed Spray Blocks





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- 2020 Defoliation Risk**
- Nil
  - Light
  - Moderate
  - Heavy
  - Severe
- 2020 Proposed Spray Blocks**
- ▨ 2019 Spray Blocks
  - ▨ Core Natural Heritage Environmental Conservation Areas
  - Roads
  - ▭ Municipal Boundaries

# 2020

## Town of Pelham

### Gypsy Moth

### 2020 Proposed Spray Blocks



THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW NO. 4208(2020)

**Being a by-law authorizing the implementation  
of a 2020 spray program respecting the gypsy  
moth, and to Repeal and Replace By-law  
4106(2019)**

WHEREAS, the Council of the Town of Pelham ("Council") deems it necessary to take steps to limit the impact of gypsy moth infestation on trees within the Town's Municipal Urban Boundary, so as to help preserve its tree assets and to reduce the consequences to the well-being of the public due to the loss of trees;

AND WHEREAS, section 128 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended ("the Act"), permits a local municipality to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or come become, or cause a public nuisances;

AND WHEREAS, section 10(1) of the Act authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS, section 10(2) of the Act authorizes a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality;

AND WHEREAS, Council has considered the research and surveying conducted by staff and an external consultant on the levels and effects of the gypsy moth infestation in certain areas within the Town;

AND WHEREAS, Council is of the opinion that the level of gypsy moth infestations in certain areas within the Town constitutes a matter of public nuisance or could become a public nuisance;

NOW THEREFORE THE MUNICIPAL COUCIL OF THE  
CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

1. The gypsy moth infestations in areas identified by the Director of Public Works as severe in nature and deemed a matter of public nuisance in the Town of Pelham.
2. The Director of Public Works is authorized to implement an aerial spray program using the biological control agent *Bacillus thuringiensis* subspecies *kurstaki* (Btk) in and around the proposed spray areas identified in the Public Works Report "2020 Gypsy Moth Aerial Spray Program, Report #2020-0039" where the Director is satisfied that the established criteria outlined in the Gypsy Moth Management Policy for the aerial spray program are met.
3. The Director of Public Works is authorized to implement a gypsy moth control aerial spray program using the biological control

agent *Bacillus thuringiensis* subspecies *kurstaki* (Btk) in and around Public Street Trees within the road allowances and trees on private lands within the Town found within the areas identified in the Public Works Report "2020 Gypsy Moth Aerial Spray Program, Report #2020-0039" where surveys have been carried out by the Director confirming that the treatment threshold has been exceeded and the Director is satisfied that the established criteria for the aerial spray program are met.

- 4. This By-law shall come into force and effect on the date of its enactment.

ENACTED, SIGNED & SEALED THIS  
23<sup>rd</sup> DAY OF MARCH, 2020 A.D.

\_\_\_\_\_  
MAYOR M. JUNKIN

\_\_\_\_\_  
TOWN CLERK NANCY J. BOZZATO

**Subject:** The Town of Pelham's Enhanced and Optional Enhanced Waste Collection Services and the Niagara Region's new Waste Management Collection Contract

**Recommendation:**

**BE IT RESOLVED THAT Council receive and approve Report #2020-0044-Public Works and;**

**AND THAT Council endorse the proposed recommendations from Town staff regarding the Town of Pelham's Enhanced and Optional Enhanced Waste Collection Services for the Niagara Region's new Waste Management Collection Contract.**

**AND THAT, Niagara Region be advised that the Town of Pelham requests to continue with its current Enhanced Services, as follows:**

- a) Two (2) Days-per-Week for Public Space Litter Bin and Public Space Recycling Bin Collection inside Designated Business Areas (DBA) and one (1) day-per-week for Public Space Litter Bin and Public Space Recycling Bin Collection outside DBAs, at an annual estimated cost of \$18,825.60 (including Net HST);**
- b) Containerized Garbage Collection at Multi-Residential (MR) Buildings and Municipal Facilities (MF), at an annual estimated cost of \$14,195.52 (including Net HST), and**

**AND THAT, Niagara Region be advised that the Town of Pelham is not interested in the Optional Enhanced Services of:**

- a) Bulky Goods Collection at MR buildings with seven (7) or more units and Mixed-Use (MU) properties with one (1) or more residential unit, at an annual estimated cost of \$41,009.28 (including Net HST);**
- b) In-ground Collection at Municipal Facilities (i.e. Town Hall, the Meridian Community Centre (MCC), and Centennial Park), at an**



**estimated cost of \$122.11 (plus HST) per receptacle/stop for crane collection**

**AND THAT Council endorse the recommendation from Town staff to continue with the Town's existing in-ground collection service provider until further investigation on alternative in-ground collection systems are explored.**

### **Background:**

The Regional Municipality of Niagara (i.e. the 'Region') has requested the Town of Pelham (i.e. the 'Town') to confirm the respective Enhanced and Optional Enhanced Services that the Town wishes to have for the start of the Region's new Waste Management Collection Contract. The contract will commence on Monday, October 19th 2020. The enhanced collection services (i.e. street litter, front-end garbage, additional downtown litter or recycling, etc.) include additional services to the base collection services (i.e. every-other-week garbage, weekly recycling and organics, etc.) to each Local Area Municipality (LAM). The cost of both base collection and enhanced services, along with all processing, disposal and planning, and administrative net costs, are apportioned to the Town through a requisition for the Town's waste management levy.

During the February 18<sup>th</sup> 2020 Committee of the Whole Meeting, Council directed staff through the Report #2020-0018-PW to explore cost-effective alternatives for litter bin collection, in-ground services, and containerized garbage collection. Town staff were also advised to explore best municipal practices regarding the placement and necessity of residential street bins, along with the recyclability of materials. The cost-effective alternatives have been received as information to Council during the March 23<sup>rd</sup> 2020 Regular Council in-camera session (Report #2020-0043-PW). The alternatives have no affiliation with the Region's upcoming Waste Management Collection Contract.

### **Analysis:**

The Town of Pelham's 2019 waste management levy was \$1,204,753. This cost includes both base and enhanced services. The base services account for \$1,181,194 and the enhanced services account for \$23,559. Currently, the Town's existing enhanced services include public space curbside recycling and street litter bin collection in Designated Business Areas (DBA), containerized garbage collection at multi-residential (MR) buildings and municipal facilities (MF), and enhanced disposal waste costs.

In respect to the Region's new upcoming waste management collection contract, the Region obtained pricing for the Town's new waste management costs, as well as, the Town's requested Enhanced and Optional Enhanced services related to waste management. The Town is currently receiving the Enhanced services from the Region. The Optional Enhanced services are new services being offered as part of the Region's waste collection contract. There were a number of factors, which contribute to an overall increase in costs from the previous contract, including: labour, insurance, fuel, and vehicle/technology costs. Municipalities across the Province have experienced price increases ranging from 20% to 114%.

The estimated waste management levy based on the new contract for 2020 is \$1,342,681. This includes the base waste collection services plus the requested enhanced services the Town has been receiving (including litter bin collection at various locations and containerized garbage collection for 9 Multi-Residential and Municipal Facilities). The base services are estimated to account for \$1,309,660 and the enhanced services account for \$33,021. In total, this represents an 11.5% increase for the 2020 calendar year for the same services provided in 2019. The Region has already included the above cost increases in the 2020 waste management levy to the Town. In the event that a municipality may withdraw from the Region's new Waste Management Collection Contract, the pricing for the Town's Enhanced and Optional Enhanced services will have no impact, however, the waste management levy for the Town's base waste collection services will experience an increase in costs.

The prices submitted by the Region's contractor are subject to a diesel fuel price adjustment at the contract commencement date, to offset fluctuations from the time of the Region's RFP submission. Also, there will be additional price increases in subsequent years to account for inflation based on the Consumer Price Index (CPI) and diesel fuel price adjustments. These

increases are included in the Region's waste management contract and will be included as part of future tax levy's to the Town.

The summary of pricing for Enhanced and Optional Enhanced Services can be found in Appendix 1 of this report.

In respect to the best practices for residential street bins, a recent study from the Continuous Improvement Fund (CIF) determined that the most efficient and effective practices include the following: effective signage for participation and low contamination purposes, side-by-side placement of garbage and recycling bins in high traffic areas to avoid unnecessary travel to sort materials, as well as, easy visibility of the bins with convenient access, and high container durability to increase usage and reduce likelihood of weather-related damage. Town staff have strategically provided garbage receptacles at select trail heads along the Steve Bauer Trail, and garbage and recycling bins in parks and down town business areas, where there is a requirement for food and beverage container disposal. Receptacles at trail heads receive service through the Niagara Region's waste disposal contractor once a week at an extra cost to the Town. If it is found that a receptacle is being utilized for household waste to supplement or replace the Region's curbside waste collection program, staff will conduct a waste audit, and if feasible, staff will reach out to the homeowner(s) that have misused the receptacle. Continue misuse of a receptacle may lead to its removal entirely, however, staff have not found any increase in litter in areas where receptacles have been relocated or removed. In addition to the Town's personal efforts to mitigate illegal dumping by conducting waste audits, it is evident that the Town's waste management practices relative to residential street bins do align with the CIF's best street bin practices.

In addition to the Town's ongoing effort to uphold best waste management practices relative to residential street bins, in 2011 the Region launched their Public Space Recycling Program project with the goal to divert the commonly generated recyclables in areas of higher pedestrian traffic. When extrapolated across all public space locations, results determined that the annual average contamination rate for "all acceptable Blue Box recyclables" was 9.95%. The study also concluded that there was minimal illegal dumping or litter found in or around the public space bins.

**Purpose:**

The purpose of this report is to seek Council's approval for the proposed Enhanced Services which are to be included in the Niagara Region's upcoming waste management collection contract. In respect to the current Enhanced services, the Town of Pelham requests to continue with the following services:

- a) Two (2) Days-per-Week for Public Space Litter Bin and Public Space Recycling Bin Collection inside Designated Business Areas (DBA) and one (1) day-per-week for Public Space Litter Bin and Public Space Recycling Bin Collection outside DBAs.
- b) Containerized Garbage Collection at Multi-Residential (MR) Buildings and Municipal Facilities (MF). The Town is currently servicing three (3) MR Buildings through the Region's waste management levy. The properties are identified as follows: 190 Hwy 20 West, 200 Hwy 20 West, and 1600 Pelham Street.

In addition to the confirmed Enhanced Services, Town staff are recommending not to proceed with the Optional Enhanced Services of:

- a) Bulky Goods Collection at MR buildings with seven (7) or more units and Mixed-Use (MU) properties with one (1) or more residential unit. This type of service has never been provided to residents, by the Town, and is not recommended by Town staff to offer this service. The Region has confirmed that there have been no requests for this service to be provided within the last 5 years.
- b) In-Ground Collection at Municipal Facilities (MF), MR, Industrial, Commercial and Institutional (IC&I), and Mixed-Use Properties. The current cost to service the in-ground containers with the Town's existing contractor at MF is economical, however, it is recommended that Town staff should investigate alternative in-ground collection systems and report best practices back to Council for further consideration.

Should the Town wish to opt into the Region's contract for the In-Ground Collection Optional Enhanced Service, 30 days notice is required. This can be completed at any time in the future for the duration of the contract.

## **Financial Considerations:**

In respect to the current Enhanced Services offered by the Region to the Town are as follows:

a) Two (2) Days-per-Week for Public Space Litter Bin and Public Space Recycling Bin Collection inside Designated Business Areas (DBA) and one (1) day-per-week for Public Space Litter Bin and Public Space Recycling Bin Collection outside DBAs, at an annual estimated cost of \$18,825.60 (including Net HST).

b) Containerized Garbage Collection at Multi-Residential Buildings (MR) and Municipal Facilities (MF), at an annual estimated cost of \$14,195.52 (including Net HST).

In addition to the confirmed Enhanced Services, the Town is not interested in the Optional Enhanced Services of:

a) Bulky Goods Collection at MR buildings with seven (7) or more units and Mixed-Use (MU) properties with one (1) or more residential unit, at an annual estimated cost of \$41,009.28 (including Net HST). This type of service has never been provided to the residents, by the Town, and is not recommended by Town staff to offer this service.

b) In-Ground Collection at Municipal Facilities (i.e. Town Hall, the Meridian Community Centre (MCC), and Centennial Park), at an estimated cost of \$122.11 (including Net HST) per receptacle/stop for crane collection. Based on the number of pickups in 2019, it is anticipated that to service Town Hall, the annual estimated cost will be \$1,200 (plus HST), the MCC will have an annual estimated cost of \$25,000 (plus HST), and Centennial Park will have an annual estimated cost of \$1,100 (plus HST). The approximate annual cost, therefore, to service all in-ground collection at municipal facilities is estimated at \$27,300 (plus HST).

The Town's current contractor services the in-ground containers at \$79.50 per waste receptacle, \$67.50 per recycling receptacle, and \$64.00 per cardboard receptacle, and \$115.00 per organics receptacle. In 2019, the cost to service Town Hall was approximately \$780.00 (plus HST), the MCC had an estimated cost of \$14,680.00 (plus HST) and Centennial Park had an

estimated cost \$667.00 (plus HST).

In total, the cost to service all of the in-ground containers at the respective locations in 2019 was \$16,133.50 (refer to Appendix 2 for a further breakdown on the total cost and total number of pickups per location in 2019). Though the cost to service the containers is more economical with the Town's current contractor, Town staff will investigate alternative in-ground collection systems and will determine best practices through a separate report to Council for further consideration.

### **Alternatives Reviewed:**

Council could choose to not accept the enhanced services being offered by the Region under the upcoming Waste Management Contract. Staff have provided alternative options for providing Litter Bin collection, containerized garbage collection at municipal facilities and In-ground collection at municipal properties from other contractors in Report #2020-0043-PW. This course of action, however, is not recommended by staff due to the lack of staff resources available to perform these additional tasks and based on pricing received from third party contractor's.

### **Strategic Plan Relationship: Strong Organization**

Properly sorting waste materials provides environmental and economic benefits to both the Town of Pelham and Niagara Region.

### **Consultation:**

Consultation with Niagara Region Waste Management Staff, along with representatives from private waste management companies were completed in preparation of this report.

### **Other Pertinent Reports/ Attachments:**

Appendix 1 – Summary of Pricing for Enhanced and Optional Enhanced Services

Appendix 2 – Breakdown of Costs in 2019 to Service In-Ground Containers at Municipal Facilities by the Town's Current Service Provider



Report #2020-0043-PW "An Economic Analysis on the Town's Enhanced and Optional Enhanced Waste Collection Services"

Report #2020-0018-PW "The Town of Pelham's Enhanced and Optional Enhanced Waste Collection Services for the Niagara Region's new Waste Management Collection Contract"

**Prepared and Recommended by:**

Deanna Allen, Climate Change Coordinator

Jason Marr, Director of Public Works

**Approved and Submitted by:**

David Cribbs, Chief Administrative Officer

# **Appendix 1 – Summary of Pricing for Enhanced and Optional Enhanced Services**

<b>Requested Enhanced Service</b>	<b>Total Number of Bins</b>	<b>2019 Annual Price (incl. Net HST)</b>	<b>Submitted Annual Price <sup>(1)</sup> (incl. Net HST)</b>
<b>Two (2) Days-per-Week for Public Space Litter Bin Collection <u>Inside</u> Designated Business Areas (DBAs)</b> <ul style="list-style-type: none"> <li>• Collect two (2) days-per-week (i.e. Tuesday and Thursday).</li> <li>• Collection will be completed before 9:00 a.m.</li> </ul> <b>Public Space Litter Bin Collection <u>Outside</u> DBAs</b> <ul style="list-style-type: none"> <li>• Collect one (1) day-per-week, on designated collection day.</li> </ul>	30	\$4,925.02	\$13,992.00
<b>Two (2) Days-per-Week for Public Space Recycling Bin Collection <u>Inside</u> DBAs</b> <ul style="list-style-type: none"> <li>• Collect two (2) days-per-week (i.e. Tuesday and Thursday).</li> <li>• Collection will be completed before 9:00 a.m.</li> </ul> <b>Public Space Recycling Bin Collection <u>Outside</u> DBAs</b> <ul style="list-style-type: none"> <li>• Collect one (1) day-per-week, on designated collection day.</li> </ul>	41	\$1,637.40	\$4,833.60
<b>Containerized Garbage Collection at Multi-Residential (MR) Buildings and Municipal Facilities</b> <ul style="list-style-type: none"> <li>• Collection frequency varies by location.</li> </ul>	9	\$6,814.34	\$14,195.52

<b>Optional Enhanced Service</b>	<b>2019 Annual Price (incl. Net HST)</b>	<b>Submitted Annual Price <sup>(1)</sup> (incl. Net HST)</b>
<b>Bulky Goods Collection at MR and MU Properties</b> <ul style="list-style-type: none"> <li>• EOW call-in curbside collection of designated bulky goods from MR buildings with seven (7) or more units and MU properties with one (1) or more residential unit, which receive the Region's Base curbside collection of garbage OR containerized garbage collection service</li> </ul>	n/a	\$41,009.28
<b>In-Ground Collection at MR, IC&amp;I and MU Properties</b> <ul style="list-style-type: none"> <li>• Collect garbage, Blue and Grey Box/Cart, and Green Bin/Cart materials from in-ground containers (for</li> </ul>	n/a	\$122.11 per stop (crane coll'n) \$101.76 per stop (front-end coll'n)

Optional Enhanced Service	2019 Annual Price (incl. Net HST)	Submitted Annual Price <sup>(1)</sup> (incl. Net HST)
example, MOLOK, Earth Bins) at MR, IC&I and MU properties, public space litter and recycling bins.		

Note:

- 1) Pricing submitted by the contractor is subject to a diesel fuel price adjustment at the contract commencement date, to offset fluctuations from the time of the RFP submission. Annually thereafter, starting one (1) year after the contract commencement date, per annum prices are subject to a Consumer Price Index (CPI) adjustment and diesel fuel price adjustment.

**Appendix 2 - Breakdown of Costs in 2019 to Service In-Ground Containers at Municipal Facilities (i.e. Centennial Park, Town Hall, and the MCC) by the Town's Current Service Provider**

Type of and Required Cost to service Container		Location		
		Centennial Park	Town Hall	MCC
	Recycle (\$67.50)	\$270.00	\$270.00	\$4,522.50
	Waste (\$79.50)	\$397.50	\$397.50	\$5,247.00
	Cardboard (\$64.00)	N/A	N/A	\$4,224.00
	Organics (\$115.00)	N/A	\$115.00	\$690.00
<b>Total</b>		<b>\$667.50</b>	<b>\$782.50</b>	<b>\$14,683.50</b>
		<b>\$16,133.50</b>		

Total Number of Pickups per In-Ground Container		Location		
		Centennial Park	Town Hall	MCC
	Recycle (\$67.50)	4	4	67
	Waste (\$79.50)	5	5	66
	Cardboard (\$64.00)	N/A	N/A	66
	Organics (\$115.00)	N/A	1	6
<b>Total</b>		<b>9</b>	<b>10</b>	<b>205</b>
		<b>224</b>		

THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW NO. 4208(2020)

**Being a by-law authorizing the implementation  
of a 2020 spray program respecting the gypsy  
moth, and to Repeal and Replace By-law  
4106(2019)**

WHEREAS, the Council of the Town of Pelham ("Council") deems it necessary to take steps to limit the impact of gypsy moth infestation on trees within the Town's Municipal Urban Boundary, so as to help preserve its tree assets and to reduce the consequences to the well-being of the public due to the loss of trees;

AND WHEREAS, section 128 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended ("the Act"), permits a local municipality to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or come become, or cause a public nuisances;

AND WHEREAS, section 10(1) of the Act authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS, section 10(2) of the Act authorizes a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality;

AND WHEREAS, Council has considered the research and surveying conducted by staff and an external consultant on the levels and effects of the gypsy moth infestation in certain areas within the Town;

AND WHEREAS, Council is of the opinion that the level of gypsy moth infestations in certain areas within the Town constitutes a matter of public nuisance or could become a public nuisance;

NOW THEREFORE THE MUNICIPAL COUCIL OF THE  
CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

1. The gypsy moth infestations in areas identified by the Director of Public Works as severe in nature and deemed a matter of public nuisance in the Town of Pelham.
2. The Director of Public Works is authorized to implement an aerial spray program using the biological control agent *Bacillus thuringiensis* subspecies *kurstaki* (Btk) in and around the proposed spray areas identified in the Public Works Report "2020 Gypsy Moth Aerial Spray Program, Report #2020-0039" where the Director is satisfied that the established criteria outlined in the Gypsy Moth Management Policy for the aerial spray program are met.
3. The Director of Public Works is authorized to implement a gypsy moth control aerial spray program using the biological control

agent *Bacillus thuringiensis* subspecies *kurstaki* (Btk) in and around Public Street Trees within the road allowances and trees on private lands within the Town found within the areas identified in the Public Works Report "2020 Gypsy Moth Aerial Spray Program, Report #2020-0039" where surveys have been carried out by the Director confirming that the treatment threshold has been exceeded and the Director is satisfied that the established criteria for the aerial spray program are met.

- 4. This By-law shall come into force and effect on the date of its enactment.

ENACTED, SIGNED & SEALED THIS  
23<sup>rd</sup> DAY OF MARCH, 2020 A.D.

\_\_\_\_\_  
MAYOR M. JUNKIN

\_\_\_\_\_  
TOWN CLERK NANCY J. BOZZATO



THE CORPORATION OF THE  
TOWN OF PELHAM

By-law No. 4209(2020)

Being a by-law to amend Zoning By-law 1136 (1987), as amended, for lands located on the south side of Quaker Road, west of Clare Avenue, municipally known as 695 Quaker Road. The Zoning By-law Amendment rezones the lands from the Residential 1 (R1) Zone to a site-specific Residential 2 (R2) and Residential Multiple 1 (RM1-281{H}).

Janusz Szymala, Pawel Ryzlak  
File No. AM-09-19

---

**WHEREAS**, Section 34 of the Planning Act, RSO 1990, as amended provides that the governing body of a municipal corporation may pass by-laws to regulate the use of lands and the character, location and use of buildings and structures;

**WHEREAS**, the Council of the Town of Pelham has recommended that such a by-law be enacted;

**AND WHEREAS** the Council of the Town of Pelham has deemed it to be in the public interest that such a by-law be enacted;

**NOW THEREFORE**, THE COUNCIL OF THE CORPORATION OF PELHAM ENACTS AS FOLLOWS:

1. **THAT** Schedule ‘A5” to Zoning By-law 1136 (1987) as amended, is hereby further amended by rezoning the lands identified as Parts 1-2 on Schedule ‘A’ attached hereto and forming part of this By-law from:

Residential 1 (R1) to	Residential 2 (R2-297)
Residential 1 (R1) to	Residential Multiple 1 (RM1-281{H})

2. **THAT** Section 30 – Exceptions of By-law No. 1136 (1987), as amended, be modified by adding the following:

Definitions	Section 5 of the Definitions is amended for the subject lands as follows:
-------------	---

Section 5.55	
d) Second Dwelling Unit	
Means a second dwelling unit on a lot with a principle dwelling that is created through converting part of, or adding on to the existing dwelling that maintains an independent entrance, or within a detached accessory building (e.g. in-law suite, basement suite, coach house).	

General Provisions	Section 6 of the General Provisions is amended by deleting and replacing the following subsections as follows for the lands identified as R2-297:
--------------------	---

Section 6.1 – Accessory Uses	
a) General	Where this By-law provides that a lot, building or structure may be erected or used for a purpose, that purpose shall include any accessory building, structure or accessory use, but shall not include any occupation for gain or profit conducted within or accessory to a dwelling unit

except as in this By-law is specifically permitted.

Only one second dwelling unit is permitted per lot in a single detached, semi-detached, or townhouse dwelling, or their accessory building provided:

- i) The maximum floor area does not exceed 60 m².
- ii) A minimum of one parking stall is required.
- iii) Compliance with the Ontario Building Code and Fire Code, as applicable.

c) Maximum Height

Except as otherwise provided herein, no accessory building shall exceed 3.7 m in height and no accessory building containing a second dwelling unit shall exceed 6 m in height.

Section 6.2 – Dwelling Units Below Grade  
Deleted.

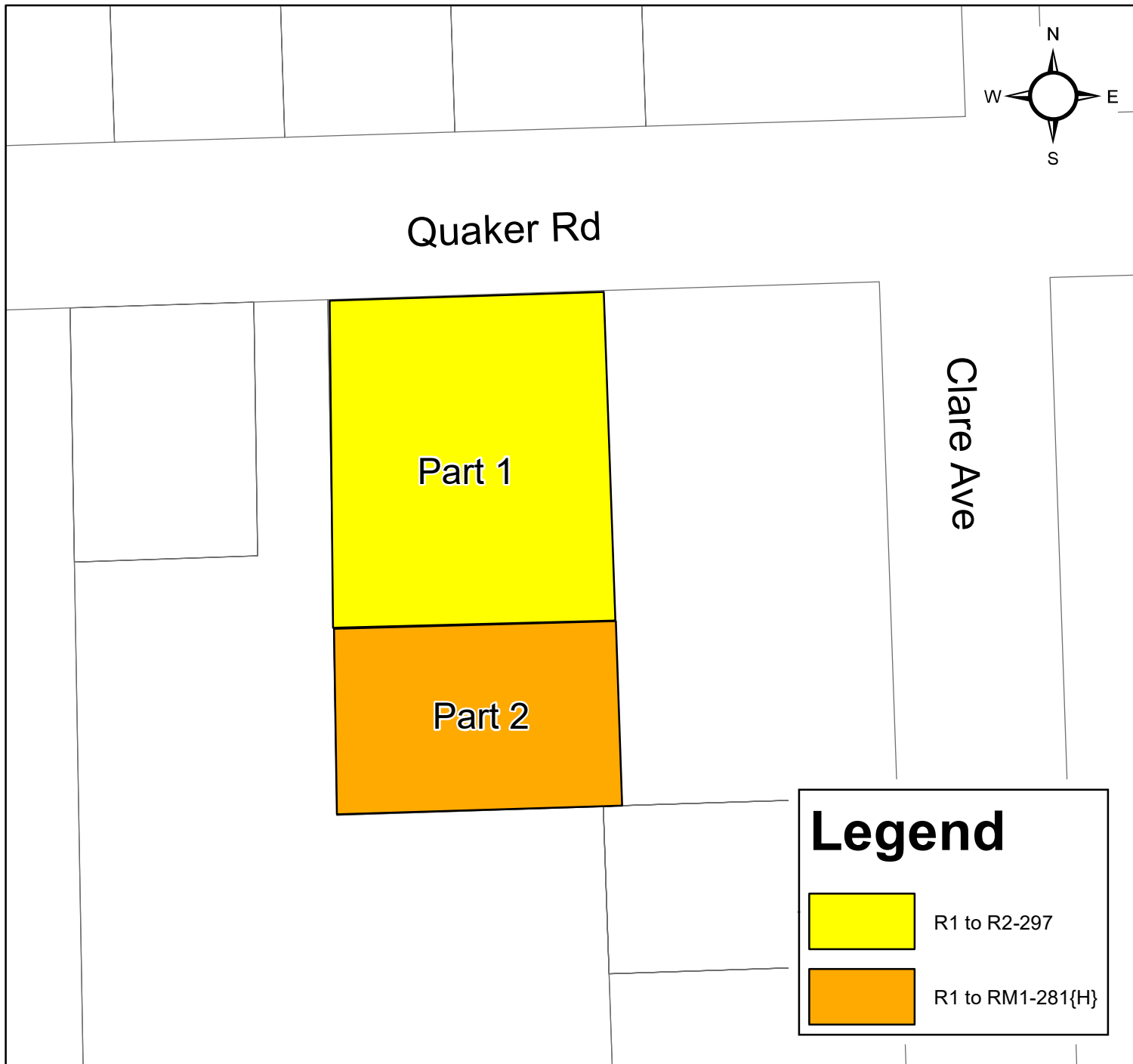
- 3. **THAT** Section 30 – Exceptions of By-law 1136 (1987) as amended is further amended by adding the lands shown as Part 2 on Schedule A to the RM1-281{H} zone.
  
- 4. **THAT** this By-law shall come into effect and force from and after the date of passing thereof, pursuant to Section 34(21) and 34(30) of the Planning Act, RSO 1990, as amended.

ENACTED, SIGNED and SEALED THIS  
23<sup>rd</sup> day of March, 2020.

\_\_\_\_\_  
MAYOR: MARVIN JUNKIN

\_\_\_\_\_  
CLERK: NANCY J. BOZZATO

## Schedule 'A':



10 5 0 10 Meters

Prepared: March 2020

This is Schedule 'A' to By-law No. 4209 (2020) passed the 23rd day of March, 2020.

Mayor: Marvin Junkin

Clerk: Nancy J. Bozzato

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
**BY-LAW # 4210(2020)**

**Being a by-law to Authorize the Execution of Grant Funding Agreements between the Town of Pelham and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing, and the Minister of Transportation Relating to Funding Provided as follows:**

- i.    \$49,354.00 – Public Works Operational Review**
- ii.   \$39,534.00 – Savings and Efficiencies Review with the City of Port Colborne, the Townships of Wainfleet and West Lincoln, and the Town of Pelham**
- iii.   \$19,425.00 – Review of Current Information Technology Services with the Township of Wainfleet**
- iv.   \$115,600 and any remaining payments to be provided thereafter – Dedicated Gas Tax Funds for Public Transportation Program 2019/2020**

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into Ontario Transfer Payment Agreements with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing relating to funding provided to the Municipality for the initiatives above-referenced;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreements between the Town of Pelham and Her Majesty in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, relating to a Public Works Operational Review, a Savings and Efficiencies Review in partnership with Port Colborne, Wainfleet and West Lincoln, and a Review of Current Information Technology Services in partnership with the Township of Wainfleet; and the Minister of Transportation relating to the Dedicated Gas Tax Funds for Public Transportation Program 2019/2020;
- (2) AND THAT the Clerk is hereby authorized to affix the Corporate Seal thereto;

(3) AND THAT this by-law shall come into force forthwith upon enactment.

ENACTED, SIGNED & SEALED THIS 23<sup>rd</sup> DAY OF MARCH, 2020 A.D.

\_\_\_\_\_  
MARVIN JUNKIN, MAYOR

\_\_\_\_\_  
NANCY J. BOZZATO, TOWN CLERK

## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### BETWEEN

Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
  
(the "Province")

- and -

The Corporation of the Town of Pelham  
  
(the "Recipient")

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

##### 1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Summary  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports  
any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

**3.1** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

**4.1** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

**5.1** The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and



- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs  
and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Town of Pelham**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

### **A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

**A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.



A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**



**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$49,354.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1** Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"**  
**PROJECT SUMMARY**

**Objectives**

The objectives of the Project are to:

1. Conduct an operational review to identify opportunities to improve the efficiency of the Recipient's Public Works department; and
2. Determine the optimal location(s) for the Public Works department.

**Description**

The Recipient will retain an independent third-party reviewer to conduct a service delivery and modernization review of its Public Works Department.

The review will be guided by stakeholder engagement and data analysis to determine the current state of the operations.

The independent third-party reviewer will:

1. Conduct an analysis of the current operations.
2. Conduct an analysis of the space requirements for the Public Works department.
3. Make recommendations to increase efficiencies in processes, services and communications in order to improve overall services for stakeholders.
4. Make recommendations regarding the location(s) and space requirements for the Public Works department.
5. Make recommendations for an implementation plan.

**Independent Third-Party Reviewer's Report**

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

**SCHEDULE "D"**  
**BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$49,354.00

**SCHEDULE "E"**  
**PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> <li>• Execution of the Agreement</li> </ul>	<p>Initial payment of \$37,015.50 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> <li>• Submission of Interim Progress Report to the Province</li> <li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li> <li>• Submission of Independent Third-Party Reviewer's Report to the Province</li> <li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li> <li>• Submission of Final Report to the Province</li> </ul>	<p>Final payment of up to \$12,338.50 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

## SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

### Report Details

#### 1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

#### 2. Final Report

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.





## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N

Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
  
(the "Province")

- and -

The Corporation of the Town of Pelham  
  
(the "Recipient")

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

##### 1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Summary  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

**3.1** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

**4.1** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

**5.1** The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the **Minister of Municipal Affairs**  
and **Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Town of Pelham**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

### **A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.



**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

**A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing



under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

**A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

**A23.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$39,534.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"**  
**PROJECT SUMMARY**

**Objectives**

The objective of the Project is to review the positions of Chief Building Officer and Municipal Drainage Superintendent for the Recipient, the City of Port Colborne, the Township of Wainfleet and the ~~City of Welland~~ ("the Municipalities") to find savings and efficiencies.

*Township of West Lincoln yjk*

**Description**

The Recipient will retain an independent third-party reviewer to conduct a joint service delivery and modernization review of the positions of Chief Building Officer and Municipal Drainage Superintendent for the Municipalities and assess options for service delivery efficiencies and cost savings, including a shared service option.

Using data sets for the last 5-7 years and business projections for the next 10-15 years, the review will include an examination of staffing issues related to these two positions for the Municipalities. Such staffing issues include: skill requirements, salary costs, recruitment and retention issues, as well as workload and work cycles. Further, the review will also include an assessment of 3-5 other jurisdictions with shared services, an identification of the strengths and weaknesses and any legal and regulatory requirements.

**Independent Third-Party Reviewer's Report**

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

The report will provide an analysis of:

- the experiences of the assessed municipalities;
- projected staffing requirements;
- strengths and weaknesses of implementing a shared staffing model for these two positions.

The report will include:

- recommendations regarding recruitment, retention and contractual issues should the shared services option for these two positions be considered;
- recommendations regarding alternatives for the shared services option;
- options for service delivery efficiencies and cost savings involving these two positions.

**SCHEDULE "D"**  
**BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$39,534.00



**SCHEDULE "E"**  
**PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• Execution of the Agreement</li></ul>	Initial payment of \$29,650.50 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of Interim Progress Report to the Province</li><li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li><li>• Submission of Independent Third-Party Reviewer's Report to the Province</li><li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li><li>• Submission of Final Report to the Province</li></ul>	Final payment of up to \$9,883.50 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report

**SCHEDULE "F"**  
**REPORTS**

<b>Name of Report</b>	<b>Reporting Due Date</b>
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

**Report Details**

**1. Interim Progress Report**

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

**2. Final Report**

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N

Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
  
(the "Province")

- and -

The Corporation of the Town of Pelham  
  
(the "Recipient")

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

##### 1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Summary  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs  
and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Town of Pelham**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

### **A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.



**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

**A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing



under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

**A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

**A23.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$19,425.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1** Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

## SCHEDULE "C" PROJECT SUMMARY

<b>Objectives</b>
The objective of the Project is to review current IT services of the Recipient and the Township of Wainfleet ("the Municipalities") with the goal of becoming more cost effective.
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to conduct a joint service delivery and modernization review of the Municipalities' IT services.</p> <p>This review will include an examination of staffing issues related to the IT positions in each of the Municipalities, including skills requirements, salary costs, recruitment and retention issues, as well as workload and work cycles. Further, the review will also include an assessment of 1-3 other jurisdictions with shared services, an identification of the strengths and weaknesses of a shared model and any legal and regulatory requirements.</p> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.</p> <p>The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.</p> <p>The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.</p> <p>The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p> <p>The report will provide an analysis of:</p> <ul style="list-style-type: none"> <li>• The Municipalities' experiences with IT positions;</li> <li>• The projected staffing requirements for the IT positions based on current business issues;</li> <li>• The strengths and weaknesses of implementing a shared staffing model for IT positions.</li> </ul> <p>The report will include:</p> <ul style="list-style-type: none"> <li>• Recommendations regarding recruitment, retention and contractual issues of a shared services option for IT services;</li> <li>• Recommendations regarding alternatives for the shared service option;</li> </ul>

- Options for service delivery efficiencies and cost savings involving IT services.

**SCHEDULE "D"**  
**BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$19,425.00



**SCHEDULE "E"**  
**PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• Execution of the Agreement</li></ul>	Initial payment of \$14,568.75 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of Interim Progress Report to the Province</li><li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li><li>• Submission of Independent Third-Party Reviewer's Report to the Province</li><li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li><li>• Submission of Final Report to the Province</li></ul>	Final payment of up to \$4,856.25 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report

## SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

### Report Details

#### 1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

#### 2. Final Report

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

Ministry of  
Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transportation

Ministère des  
Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transports



**MAR 12 2020**

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

Dear Mayor Junkin:

**RE: Dedicated Gas Tax Funds for Public Transportation Program**

---

This Letter of Agreement between the **Town of Pelham** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$154,133** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$115,600**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if

applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2019/2020 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

[MTO-PGT@ontario.ca](mailto:MTO-PGT@ontario.ca)

Sincerely,



Caroline Mulroney  
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

**Municipality**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print):  
Title (head of council or  
authorized delegate):

I have authority to bind the Municipality.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name (print):  
Title (clerk or authorized delegate):

I have authority to bind the Municipality.



THE CORPORATION OF THE  
T O W N O F P E L H A M

BY-LAW NO. 4202(2020)

**Odorous Industries Nuisance By-law**

**Being a by-law to regulate certain matters and nuisances related to odorous industrial facilities.**

---

**WHEREAS** subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that the powers of a municipality under the statute or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** section 128 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to Public Nuisances, including matters that, in the opinion of council are, or could become, or cause Public Nuisances;

**AND WHEREAS** subsection 129(1) of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to odour;

**AND WHEREAS** subsection 425(1) of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that a Person who contravenes a by-law of the municipality passed under the statute is guilty of an offence;

**AND WHEREAS** section 429 of the *Municipal Act, 2001* provides a municipality with the authority to impose fines for offences of a by-law passed under the statute;

**AND WHEREAS** subsection 436(1) of the *Municipal Act, 2001* provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not certain matters set out in the statute are being complied with;

**AND WHEREAS** section 447.1 of the *Municipal Act, 2001* provides that upon application of a municipality, the Superior Court of Justice may issue an order for all or part of a premises to close if activities on the premises constitute a Public Nuisance which has a detrimental impact on the use and enjoyment of nearby property and the owner or occupants of the premises or part of the premises knew or ought to have known of the Public Nuisance and did not take adequate steps to eliminate it;

**AND WHEREAS** Health Canada has recognized that licensed producers of Cannabis are expected to obey all applicable municipal by-laws;

**AND WHEREAS** municipalities may refer to provincial legislation, regulations and guidelines for guidance in determining how to mitigate potential Adverse Effects and Public Nuisances related to Cannabis Operations because such operations are an emerging land use;

**AND WHEREAS** clause 85(1)(a) of the Cannabis Regulations SOR/2018-144, provides that any building or part of a building where cannabis or anything that will be used as an ingredient is produced, packaged, labelled, stored or tested must be

equipped with a system that filters air to prevent the escape of odours associated with cannabis plant material to the outdoors;

**AND WHEREAS** subsection 14(1) of the *Environmental Protection Act*, R.S.O. 1990, c. E.19, provides that a person shall not discharge a contaminant or cause or permit the discharge of a contaminant into the natural environment, if the discharge causes or may cause an Adverse Effect;

**AND WHEREAS** pursuant to subsection 1(1) of the *Environmental Protection Act*, “contaminant” includes any odour resulting directly or indirectly from human activities that causes or may cause an Adverse Effect;

**AND WHEREAS** landfill operations, slaughter house operations or rendering operations may also create Adverse Effects and Public Nuisances by the escape of odours from such operations;

**AND WHEREAS** the standards and methods set out in the Ministry of the Environment, Conservation and Parks D-6 Guideline and O. Reg. 419/05 have guided the Town in the development of the regulations contained in this By-law;

**AND WHEREAS** without regulation and enforcement at the municipal level, Odorous Industrial Facilities could become or cause Public Nuisances;

**AND WHEREAS** the Town has received numerous complaints from residents with respect to Adverse Effects and Public Nuisances caused by Cannabis Operations;

**AND WHEREAS** complaints from residents have established the need for the Town to regulate, control and prohibit existing and potential Adverse Effects and Public Nuisances caused by Odorous Industrial Facilities;

**AND WHEREAS** the Council of the Town has deemed it to be in the public interest that this By-law be enacted to regulate, control and prohibit Adverse Effects and Public Nuisances caused by Odorous Industrial Facilities;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:**

## **INTERPRETATION**

1. For the purpose of this By-law, the following terms shall have the corresponding meanings:
  - (a) “Adverse Effect” means one or more of,
    - (i) impairment of the quality of the natural environment for any use that can be made of it,
    - (ii) injury or damage to property or plant or animal life,
    - (iii) harm or material discomfort to any Person,
    - (iv) an adverse effect on the health of any Person,
    - (v) impairment of the safety of any Person,
    - (vi) rendering any property or plant or animal life unfit for human use,
    - (vii) loss of enjoyment of normal use of property, and



- (viii) interference with the normal conduct of business;
- (b) "By-law" means this Odorous Industries Nuisance By-law;
- (c) "Cannabis Operation" means any cannabis-related activity that is authorized pursuant to and in accordance with the *Cannabis Act*, S.C. 2018, c. 16 or the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, and pursuant to any regulations made under the *Cannabis Act* or the *Controlled Drugs and Substances Act* but does not include the production of up to four (4) cannabis plants at any one time in a dwelling house as authorized by the *Cannabis Act*;
- (d) "Cannabis" shall have the same meaning as defined in the *Cannabis Act*;
- (e) "Council" means the Council of the Town of Pelham;
- (f) "day" means a calendar day;
- (g) "Enforcement Officer" means a by-law enforcement officer appointed by Council for the purpose of the enforcement of Town by-laws or any police officer as defined by the *Police Services Act*, R.S.O. 1990 c. P.15;
- (h) "Heavy Odour Operation" means a landfill operation, slaughter house operation, or rendering operation;
- (i) "LEP" means a licensed engineering practitioner who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*, R.S.O. 1990, c. P.28;
- (j) "MECP" means the Ontario Ministry of the Environment, Conservation and Parks;
- (k) "Multiple Offence" means an offence in respect of two or more acts or omissions each of which separately constitutes an offence under this By-law and is a contravention of the same provision of this By-law;
- (l) "Obnoxious Odour" means an odour from an Odorous Industrial Facility that:
  - (i) emanates from a property and disperses or is likely to disperse to one or more other properties, and
  - (ii) is of such strength that it causes or is likely to cause an Adverse Effect;
- (m) "Odour Unit" is a measure of the number of dilutions required to render a sample to the detection threshold, commonly expressed as an odour concentration (OU/m<sup>3</sup>) and one (1) Odour Unit is defined as the point where 50% of a normal population could just detect that an odour is present. Measurement of the strength of an odour in Odour Units is facilitated using a laboratory or field olfactometer;
- (n) "Odorous Industrial Facility" means any land, building, structure or other improvement used in connection with:
  - (i) a Cannabis Operation, or
  - (ii) a Heavy Odour Operation;

- (o) “Person” means a natural person, a corporation, partnership or association and their heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;
- (p) “Public Nuisance” means a public nuisance as determined by Council pursuant to section 128 of the *Municipal Act, 2001*;
- (q) “Sensitive Use” means a school, day care, playground, sporting venue, park, recreational area, residence, place of worship, community centre or any other place where people regularly gather or sleep;
- (r) “Town” means The Corporation of the Town of Pelham;
- (s) “Vicinity” means the area formed between the inner polygon defined by the property lines of an Odorous Industrial Facility and an outer polygon separated by two (2) kilometers from the inner polygon, wherein every point in the area is a distance of no more than two (2) kilometers from the nearest point on the inner polygon; and
- (t) “Zone” means an area delineated on a zoning map schedule and established and designated by the Comprehensive Zoning By-law 1136(1987), or any amendment or subsequent comprehensive zoning by-law duly enacted, for a specific use or group of uses.

## **PROHIBITIONS**

- 2. No Person shall operate an Odorous Industrial Facility:
  - (a) that causes an Adverse Effect or Public Nuisance; or
  - (b) except in accordance with the provisions of this By-law.

## **LICENCES**

- 3. The owner, occupier and/or operator of an Odorous Industrial Facility shall produce for inspection all licences, registrations and other forms of authorization which permit the Cannabis Operation or the Heavy Odour Operation, as the case may be, on the property.

## **ODOROUS INDUSTRIAL FACILITY REGULATIONS**

- 4. An Odorous Industrial Facility shall:
  - (a) promptly inform the Town of any lapses, non-compliances, changes or proposed changes to its licences, registrations and operating authorities issued by the Government of Canada and its agencies including Health Canada and Canada Revenue Agency, the Province of Ontario including the MECP, the Town and any other competent authority;
  - (b) operate only in a Zone designated for such use or in accordance with a zoning by-law amendment approved by Council;
  - (c) employ systems, including air filtration systems, throughout the Odorous Industrial Facility where Cannabis or other odour is present to prevent the escape of Obnoxious Odours;
  - (d) ensure that at all Sensitive Uses within the Vicinity, the odour strength measured from the Odorous Industrial Facility never exceeds two (2) Odour

Units more than forty-four (44) times per year, where measurements can be taken anywhere on the property of a Sensitive Use with any successive measurements to be taken at least one hour apart;

- (e) ensure that the odour strength of the Odorous Industrial Facility never exceeds four (4) Odour Units as measured anywhere on the property of any Sensitive Use within the Vicinity;
  - (f) ensure that the odour strength measured at any point on any property line of the Odorous Industrial Facility never exceeds six (6) Odour Units; and
  - (g) document, and report to the Town all complaints received from neighbours and residents and detail the corrective action that will be implemented, including a timeline to prevent further Adverse Effects; and report to the Town any corrective action taken within five (5) days of commencement of such action and again within five (5) days following completion of such action.
5. In addition to the requirements set out in Section 4, an Odorous Industrial Facility that is over fifty (50) square metres in size shall:
- (a) pay for an ongoing neighbourhood, ambient odour monitoring program conducted by independently trained and competent odour practitioner(s) selected by the Town with results simultaneously delivered to the Town and the Odorous Industrial Facility operator and posted online at a website managed on behalf of the Town for public access; and
  - (b) prepare at no cost to the Town a contingency odour mitigation plan signed/sealed by an LEP which shall be in the form of an MECP Emission Summary and Dispersion Modelling report detailing the odour inventory and mitigation that will be employed, off-property odour impact predictions, implementation timelines, and a signed/sealed statement by the LEP that the odour strength will not exceed two (2) Odour Units at any Sensitive Use in the Vicinity more than 0.5% of the time on an annual basis as per MECP Technical Bulletin “Methodology for Modeling Assessment of Contaminants with 10 Minute Average Standards and Guidelines”, September 2016.
6. In the event that an Enforcement Officer finds that an Odorous Industrial Facility has contravened Section 4(d), 4(e) or 4(f) of this By-law,, the Enforcement Officer shall provide written notice to the owner of the Odorous Industrial Facility whereupon, the Enforcement Officer is entitled to take any enforcement action he or she deems reasonable under this By-law.

## **PENALTIES**

7. Any Person who contravenes any provision of this By-law is guilty of an offence and on conviction, is liable to the following fines:
- (a) in the case of a first conviction, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$50,000;
  - (b) in the case of a second or subsequent conviction, a minimum fine shall not exceed \$1,000 and a maximum fine shall not exceed \$100,000;
  - (c) in the case of a conviction for a continuing offence, for each day or part of a day that the offence continues, a minimum fine shall not exceed \$500 and

a maximum fine shall not exceed \$10,000, and the total of all of the daily fines for the offence is not limited to \$100,000; and

- (d) in the case of a conviction for a multiple offence, for each offence included in the multiple offence, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$10,000, and the total of all fines for each included offence is not limited to \$100,000.
- 8. On conviction of an second or subsequent offence under this By-law a Person is also liable to a special fine, in addition to any fine provided for in Section 7, in an amount equal to the fair market value of the economic advantage or economic gain so obtained from the contravention of this By-law, and which amount may exceed \$100,000.
- 9. A director or officer of a corporation who knowingly concurs in a contravention of this By-law is guilty of an offence and, upon conviction, is liable to the penalties set out in Section 7.

#### **ENFORCEMENT**

- 10. For the purpose of enforcing this By-law, an Enforcement Officer may exercise any power, authority or remedy granted to the Town pursuant to the *Municipal Act, 2001*.

#### **POWERS OF ENTRY**

- 11. Pursuant to section 436 of the *Municipal Act, 2001* and in addition to any other powers of entry granted to the Town, the Town, by its employees or agents, may enter on the premises of an Odorous Industrial Facility at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
  - (a) this By-law or any other by-law passed by the Town;
  - (b) any direction or order of the Town made under the *Municipal Act, 2001* or this By-law; or
  - (c) an order to discontinue or remedy a contravention of this By-law for which a conviction has been entered by a court of competent jurisdiction.

#### **POWERS OF INSPECTION**

- 12. The Town may do any of the following for the purpose of an inspection under Section 11:
  - (a) require the production for inspection of documents or things relevant to the enforcement of this By-law;
  - (b) inspect and remove documents or things relevant to the enforcement of this By-law for the purpose of making copies or extracts;
  - (c) require information from any Person concerning the matter relevant to the enforcement of this By-law;
  - (d) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection; and

- (e) conduct a lawful inspection under this By-law by an Enforcement Officer without interference, obstruction or hinderance by any Person.

**SEVERABILITY**

- 13. If a Court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-law and it is hereby declared that the remainder of the By-law shall be remain in force.

**LEGISLATION**

- 14. Reference to any legislation (statutes, regulations, by-laws, technical bulletins, etc.) in this By-law includes an amendment, replacement, subsequent enactment or consolidation of such legislation.

**EFFECT**

- 15. This By-law shall take effect and be in force ninety (90) days following its enactment.

ENACTED, SIGNED AND SEALED THIS

<\*> DAY OF <\*>, 2020

\_\_\_\_\_  
MAYOR MARVIN JUNKIN

\_\_\_\_\_  
CLERK NANCY J. BOZZATO

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW #4211 (2020)

Being a by-law to appoint Belinda Menard, Jason Longhurst and Andrew McMurtrie as Municipal By-law Enforcement Officers for the Corporation of the Town of Pelham.

WHEREAS authority is granted pursuant to Section 15 of the Police Services Act, R.S.O. 1990, Chapter P.15, as amended, to municipal councils to appoint persons to enforce the by-laws of the municipality who shall be peace officers for the purpose of enforcing municipal by-laws;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT Jason Longhurst and Andrew McMurtrie be and are hereby appointed as Municipal By-law Enforcement Officers for the Corporation of the Town of Pelham.
- (2) THAT the Municipal By-law Enforcement Officers shall be responsible for the enforcement of all by-laws passed by the Council of the Corporation of the Town of Pelham.
- (3) THAT this by-law shall come into force and take effect on the 23<sup>rd</sup> day of March 2020

ENACTED, SIGNED & SEALED THIS  
23<sup>rd</sup> DAY OF MARCH, 2020 A.D.

---

MAYOR M JUNKIN

---

NANCY J. BOZZATO, TOWN CLERK

THE CORPORATION OF THE  
T O W N O F P E L H A M

BY-LAW #4214(2020)

**Being a By-law to authorize the execution of an Agreement with Her Majesty The Queen In Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario – Dedicated Gas Tax Funds 2019-2020.**

**And to Repeal and Replace By-law #4067(2019).**

WHEREAS it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program:

NOW THEREFORE THE COUNCIL OF THE TOWN OF PELHAM hereby enacts as follows:

1. THAT the Mayor, Clerk and/or Treasurer are hereby authorized to execute on behalf of the Town of Pelham an Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario for 2019-2020 funding under the Dedicated Gas Tax Funds for Public Transportation Program.

READ, ENACTED, SIGNED AND SEALED

THIS 23<sup>rd</sup> DAY OF MARCH, 2020 A.D.

---

MAYOR MARVIN JUNKIN

---

TOWN CLERK, NANCY J. BOZZATO

THE CORPORATION OF THE  
T O W N O F P E L H A M  
BY-LAW #4213(2020)

**Being a by-law to adopt, ratify and confirm the actions of  
the Council at its regular meeting held on the 23rd day of  
March 2020.**

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 23rd day of March, 2020, 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 23rd DAY OF MARCH 2020 A.D.

---

MAYOR MARVIN JUNKIN

---

TOWN CLERK, NANCY J. BOZZATO