

## REGULAR COUNCIL AGENDA

**C-14/2021 Regular Council**

**Tuesday, September 7, 2021**

**5:30 PM**

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

**20 Pelham Town Square, Fonthill**

During the ongoing global pandemic, Novel Coronavirus COVID-19, the Town of Pelham Council will continue to convene meetings in compliance with Provincial directives. Attendance by most Members of Council will be electronic. Public access to meetings will be provided via Livestream

[www.youtube.com/townofpelham/live](http://www.youtube.com/townofpelham/live) and subsequent publication to the Town's website at [www.pelham.ca](http://www.pelham.ca).

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1. **Call to Order and Declaration of Quorum**
2. **Approval of Agenda**
3. **Disclosure of Pecuniary Interests and General Nature Thereof**
4. **Hearing of Presentation, Delegations, Regional Report**
  - 4.1. **Presentations**
    - 4.1.1. **COVID-19 Pandemic Update - CEMC**

B. Lymburner, Community Emergency Management Co-Ordinator
    - 4.1.2. **COVID-19 Pandemic Update - CAO**

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- |                  |   |                  |
|------------------|---|------------------|
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<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=17234>

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[https://npca.ca/images/uploads/board\\_files/FA\\_Meeting\\_Agenda\\_Package - June 18%2C 2021.pdf](https://npca.ca/images/uploads/board_files/FA_Meeting_Agenda_Package_-_June_18%2C_2021.pdf)

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**11.3. Items for Separate Consideration, if Any**

**11.4. Reports from Members of Council:**

**11.4.1. Councillor Haun**

COPA 149 new Flight Training Bursary at the Niagara Central Dorothy Rungeling Airport (NCDRA)

**11.5. Staff Reports Requiring Action**

<b>11.5.1.</b>	<b>Integrity Commissioner, 2021-0133-Clerks</b>	<b>225 - 234</b>
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## **11.6. Motion - Unflood Ontario**

Mover: Councillor Olson

Seconder: Councillor Wink

WHEREAS the Town of Pelham Council has identified combating climate change by use of best practices and community education as a strategic priority;

AND WHEREAS Unflood Ontario is an organization dedicated to using natural infrastructure to reduce flooding, lessen water pollution and prepare Ontario for climate change;

AND WHEREAS the Town of Pelham is affected by severe weather events, Great Lake spill over affects, and urban runoff;

AND WHEREAS the Town of Pelham Council wishes to explore the potential opportunity of joining Unflood Ontario as a member and using natural infrastructure to reduce flooding, lessening water pollution and preparing for climate change;

NOW THEREFORE BE IT RESOLVED that Council direct staff to investigate the potential opportunity of joining Unflood Ontario as a member, the benefits related to said membership and to report back to Council by September 20, 2021.

## **11.7. Presentation and Consideration of By-Laws 245 - 353**

1. 4368(2021) - Being a By-law to amend Zoning By-law 1136(1987), as amended with respect to second dwelling units in the Town of Pelham. Town of Pelham. File No. AM-04-2020

2. 4369(2021) - Being a by-law to adopt an Amendment to the

Official Plan for the Town of Pelham Planning Area.  
Amendment No. 12 Implementation of Second Dwelling Units

3. 4371(2021) - Being a by-law to amend By-law #4068(2019) confirming various appointments to Boards, Commissions, and Committees of the Town of Pelham; And to remove and appoint members to the Pelham Beautification Committee (Schedule E); And to appoint members to the Pelham Seniors Advisory Committee (Schedule G); And to appoint members to the Pelham Public Art Committee (Schedule O).

4. 4372(2021) - Being a by-law to Authorize the Execution of Rural Economic Development Program Grant Funding Agreement between the Town of Pelham and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs to Funding Provided as follows: \$15,000 for wayfinding signage for the Rural Economic Development Program (RED)

5. 4373(2021) - Being a by-law to authorize the Mayor and Clerk to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario, for the purposes of implementation of the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream.

6. 4374(2021) - Being a by-law to authorize the execution of an Encroachment Agreement for the lands located at 1471 Pelham Street. McGill Turpel Family Holdings. File No. D16-01-21

**12. New Business**

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

354 - 358

1. 4378(2021) - Being a by-law to amend Zoning By-law 1136 (1987), as amended by By-law 4133 (2019), for lands located at the northwest corner of Port Robinson Road and Lametti Drive, legally described as Part of Thorold Township, Lot 166; Part 2 of Plan 59R-

13156 and Part 2 of Plan 59R-15596, Town of Pelham, Regional Municipality of Niagara, to add a site specific regulation to the Residential Multiple 1 (RM1-295) zone. Quartek Group Inc. File No. AM-02-21

2. 4379(2021) - 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:  
i. Up to \$40,000 for the Modernization Grant Phase 2 for the Town of Pelham Web-Based Services Review

3. 4380(2021) - 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:  
i. Up to \$143,505 for the Modernization Grant Phase 2 for the Town of Pelham Corporate Services Function Review

4. 4381(2021) - 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:  
i. Up to \$60,000 for the Modernization Grant Phase 2 for the Town of Pelham and Town of Lincoln Joint Public Library Merger Review

5. 4382(2021) - 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:  
i. Up to \$60,000 for the Modernization Grant Phase 2 for the Town of Pelham Digitizing Human Resources Performance Management System Review

**14. Motions and Notices of Motion**

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

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

- 17. Resolution to Move in Camera
- 18. Rise From In Camera
- 19. Confirming By-Law 359 - 359
- 20. Adjournment



# Report of Regional Councillor

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Diana Huson



# Overview of Updates

Staff Vaccination Policy

Regional Chair's Youth Advisory Panel

Regional Incentive Review

# Staff Vaccination Policy

- ❖ Direction to develop a vaccination policy for all Regional Staff
- ❖ Policy to take effect in September
- ❖ Staff will be required to provide proof of full vaccination unless there is a reason related to a protected ground under the Human Rights Code
- ❖ The policy is similar to those implemented for child care, post-secondary and retirement homes.

# Regional Chair's Youth Advisory Panel

- ❖ Proposal received by the Niagara Falls Mayors Youth Advisory Committee
- ❖ Committee will be comprised of one representative from each municipality plus one Regional Councillor
- ❖ Committee to commence in October
- ❖ Recruitment to be conducted by the Region

# Incentive Review

- ❖ Incentive suite was developed 20 years ago.
- ❖ Review began in 2018 and included both process and value-for-money audits of incentive programs; public, stakeholder and local municipal partner engagement; and research into comparator programs and best practices.
- ❖ Incentives represent the largest discretionary item in the Niagara region budget amounting to 14 mil or 3.5% of the tax levy

## 4 Strategic Pillars



*In 2018 – 73% (\$13 mil) of awarded grants did not align with one of these objectives*

- New strategy aims to repurpose incentive funding to align with 4 strategic pillars
- Also includes improvement to delivery including enhancement of online information, one-window approach for applicants, improving on data & metrics, and a regular policy and procedure review.
- Important to make these changes now because Regional tax increment grants commitments will double 2019 levels over the next 5-7 years
- Next year there is an estimated \$17 million shortfall in the RDC grant budget
- Regional Council approved the changes at Council of the Whole and added back in the SNIP program. This item was not ratified by Council on Aug. 26 and will need to come forward at the September meeting of Council for a final decision on policy.

Questions?

## **SPECIAL COUNCIL MINUTES**

**Meeting #:** SC-13-2021  
**Date:** Monday, August 23, 2021, 4:30 pm  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present** Marvin Junkin  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Wayne Olson  
Marianne Stewart  
John Wink

**Staff Present** David Cribbs  
Bob Lymburner  
Jason Marr  
Teresa Quinlin  
Jennifer Stirton  
Vickie vanRavenswaay  
Barbara Wiens  
Sarah Leach  
Holly Willford

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

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

**2. Approval of the Agenda**

**Moved By** Wayne Olson

**Seconded By** John Wink

**BE IT RESOLVED THAT the agenda for the August 23, 2021 Special Meeting of Council be adopted as circulated.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>

Carried (7 to 0)

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 Marianne Stewart

Seconded By Ron Kore

BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider a matter under Section 239 (2) of the Municipal Act, as follows:

(e) - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality and (f) - advice that is subject to solicitor-client privilege, including communications necessary for that purpose (1 item); and

(f) - advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (i) - a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; j) - a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; and (k) - a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (1 item)

	For	Against
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
Results	7	0

Carried (7 to 0)

5. Rise From In Camera



**Moved By** Lisa Haun  
**Seconded By** John Wink  
**BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise: With Report.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**Moved By** Ron Kore  
**Seconded By** Marianne Stewart  
**BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of August 23, 2021.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**6. Confirming By-law**

**Moved By** John Wink  
**Seconded By** Wayne Olson  
**BE IT RESOLVED THAT the following By-law be read a first, second and third time and passed:**  
  
**Being a By-law No. 4375(2021) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 23rd day of August, 2021.**

	For	Against
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

**7. Adjournment**

**Moved By**            Marianne Stewart  
**Seconded By**        Wayne Olson  
**BE IT RESOLVED THAT this Special Meeting of Council be adjourned until the next regular meeting scheduled for August 23, 2021 at 5:30 pm.**

	For	Against
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

\_\_\_\_\_  
 Mayor Marvin Junkin

\_\_\_\_\_  
 Town Clerk, Holly Willford

## **REGULAR COUNCIL MINUTES**

**Meeting #:** C-13/2021 - Regular Council  
**Date:** Monday, August 23, 2021  
**Time:** 5:30 PM  
**Location:** Town of Pelham Municipal Office - Council  
Chambers  
20 Pelham Town Square, Fonthill

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

**Staff Present:** David Cribbs  
Bob Lymburner  
Jason Marr  
Teresa Quinlin  
Jennifer Stirton  
Vickie vanRavenswaay  
Barbara Wiens  
Holly Willford  
Sarah Leach  
Brianna Langohr

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

Noting that a quorum was present, the Mayor called the meeting to order at approximately 6:15pm. The Mayor apologized to the viewing public for having started the meeting late.

The Mayor further called for a moment of silence to honour the memory of Former Mayor Ron Leavens.

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

**Moved By** Wayne Olson

**Seconded By** Ron Kore

BE IT RESOLVED THAT the agenda for the August 23rd, 2021 Regular meeting of Council be adopted.

**Amendment:** **Moved By** John Wink

**Seconded By** Wayne Olson

**THAT the Agenda be amended to move item 17, being a Resolution to Move in Camera before item 5 being Adoption of Minutes.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**Amendment: Moved By** Wayne Olson  
**Seconded By** John Wink

**THAT the Agenda be amended to remove item 14.1 Notice of Motion from Councillor Olson.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**Main Motion as Amended: Moved By** Wayne Olson  
**Seconded By** Ron Kore

**BE IT RESOLVED THAT the agenda for the August 23rd, 2021 Regular meeting of Council be adopted, as amended.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	

Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

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

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

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

**4.1 Presentations**

**4.1.1 COVID-19 Pandemic Update - CEMC**

Fire Chief and Community Emergency Management Co-Ordinator presented updated information as it relates to the ongoing worldwide pandemic, COVID-19. The Fire Chief further announced it is anticipated Town Hall will reopen to the public on September 7th.

**Moved By** Marianne Stewart

**Seconded By** John Wink

**BE IT RESOLVED THAT Council receive the COVID-19 update presentation from B. Lymburner, Fire Chief and Community Emergency Management Co-Ordinator, for information.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**4.1.2 COVID-19 Pandemic Update - CAO**

Mr. David Cribbs, CAO, provided further information on the anticipation of Town Hall reopening September 7th to the public. He

advised there would be a controlled entrance, screening and other safety precautions.

**Moved By** Lisa Haun

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED THAT Council receive the COVID-19 update presentation from D. Cribbs, Chief Administrative Officer, for information.**

	For	Against
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**4.2 Delegations**

**4.2.1 Niagara Region - Transit Governance - Revised Strategies Reflecting Phase 1 Municipal Consultation**

Matt Robinson, Scott Fraser and Heather Talbot provided Council a presentation with respect to the proposed Niagara Region Transit Governance program. The presenters indicated they are looking for Council feedback and consultation. A copy of the presentation is on file with the Clerk.

Council Members asked various questions and provided feedback.

**Moved By** Ron Kore

**Seconded By** John Wink

**BE IT RESOLVED THAT Council receive the presentation from The Niagara Region with respect to Niagara Transit Governance – Revised Strategies Reflecting Phase 1 Municipal Consultation, for information;**

**AND THAT Council direct staff to provide any additional municipal feedback on the revised Financial Strategy, Board Composition Model and Service Standards Strategy, by no later than August 25, 2021.**

	For	Against
Marvin Junkin	X	

Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

**4.3 Report of Regional Councillor**

**5. Resolution to Move in Camera**

**Moved By** Lisa Haun  
**Seconded By** Wayne Olson

**BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider a matter under Section 239 (2) of the Municipal Act, as follows:**

- (f) - advice that is subject to solicitor-client privilege, including communications necessary for that purpose (1 item); and**
- (b) - personal matters about an identifiable individual, including municipal employees and (d) - labour relations or employee negotiations (2 item)**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

**6. Rise From In Camera**

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

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

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**BE IT RESOLVED THAT the Chief Administrative Officer, Town Clerk and Human Resource Coordinator be and is hereby authorized to undertake the directions provided during the In Camera meeting of August 23, 2021.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**7. Adoption of Minutes**

**Moved By** Bob Hildebrandt

**Seconded By** Wayne Olson

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

- 1. SC-11/2021 - Special Council Meeting - July 26, 2021;**
- 2. C-12/2021 - Regular Council Meeting - July 26, 2021; and**



**3. SC-12/2021 - Special Council Meeting - August 9, 2021.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

The Mayor advised Council waived curfew until 9:30pm while in Closed Session. The Mayor requested the CAO advise which outstanding items on the agenda are critical for consideration. In consultation with Treasurer, the CAO suggested Council to consider items 8.4.1, 10.2.2 and 10.2.4.

**Moved By** Ron Kore  
**Seconded By** Wayne Olson

**BE IT RESOLVED THAT Council amend the agenda to consider items 8.4.1, 10.2.2 and 10.2.4, in this order.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

- 8. Business Arising from Council Minutes**
- 9. Pelham Finance and Audit Committee Recommendation Letter re: Auditors for December 31, 2021 to December 31, 2025**
- Moved By** Ron Kore  
**Seconded By** Lisa Haun

BE IT RESOLVED that Council receive the Recommendation Letter from the Pelham Finance and Committee dated August 5, 2021;

AND THAT Council approve and endorses the recommendations therein, and that:

- Council approve and appoint Deloitte as the external Auditors for the Town of Pelham for the years ended December 31, 2021 to December 31, 2025

**Moved By** Marianne Stewart

**Seconded By** Lisa Haun

BE IT RESOLVED that Council defer this item to the next Regular Council Meeting being September 7, 2021.

	For	Against
Marvin Junkin		X
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore		X
Wayne Olson		X
Marianne Stewart	X	
John Wink		X
<b>Results</b>	<b>3</b>	<b>4</b>
<b>Defeated (3 to 4)</b>		

**Moved By** Ron Kore

**Seconded By** Lisa Haun

**BE IT RESOLVED that Council receive the Recommendation Letter from the Pelham Finance and Committee dated August 5, 2021;**

**AND THAT Council approve and endorses the recommendations therein, and that:**

- **Council approve and appoint Deloitte as the external Auditors for the Town of Pelham for the years ended December 31, 2021 to December 31, 2025**

	For	Against
Marvin Junkin	X	
Lisa Haun		X
Bob Hildebrandt		X

Ron Kore	X	
Wayne Olson	X	
Marianne Stewart		X
John Wink	X	
<b>Results</b>	<b>4</b>	<b>3</b>
<b>Carried (4 to 3)</b>		

**Moved By** John Wink  
**Seconded By** Wayne Olson

**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 9:30 p.m. be and is hereby waived until the conclusion of items 10.2.2 and 10.2.4;**

**AND THAT Council defer all other matters to the September 7, 2021 Council Meeting.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun		X
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>6</b>	<b>1</b>
<b>Carried (6 to 1)</b>		

**10. Request for New Engineering Complement, 2021-0146-Chief Administrator Officer**

**Moved By** John Wink  
**Seconded By** Lisa Haun

**BE IT RESOLVED THAT Council receive Report #2021-0146 – Request for New Engineering Complement;**  
**AND THAT Council approve one additional full-time complement in the Engineering Department.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	

Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

**11. Investing in Canada Infrastructure Program Green Infrastructure Stream 2021 Intake Grant, 2021-0139-Corporate Services**

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

**BE IT RESOLVED THAT Council receive Report #2021-0139- Investing in Canada Infrastructure: Green Stream Intake 2021;**

**AND THAT Council approve the list of capital projects for the grant submission of the ICIP: Green Stream Intake 2021.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
<b>Carried (7 to 0)</b>		

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

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

This item was deferred to the September 7, 2021 Council meeting.

~~13.1 Presentation of Recommendations Arising from COW or P&P, for Council Approval~~

~~13.2 Minutes Approval – Committee~~

~~13.3 Staff Reports of a Routine Nature for Information or Action~~

- ~~13.3.1 June 2021 Financial Reports, 2021-0143 Corporate Services~~
- ~~13.3.2 2021 LDD Moth Program Summary Report, 2021-0135 Public Works~~
- ~~13.3.3 Information Regarding Niagara Region's Proposed Elevated Water Tank in the Town of Pelham, 2021-0145 Public Works~~
- ~~13.3.4 Update on Foss Road and Church Street Sanitary Sewer Replacement Projects, 2021-0144 Public Works~~
- ~~13.3.5 Data Sharing Agreement with Region of Niagara, 2021-0141-Planning~~
- ~~13.3.6 Execution of Subdivision Agreement for Saffron Meadows 3 (Phase 2) File no. 26T19-02-18, 2021-0136 Planning~~
- ~~13.3.7 Recommendation Report for Revision to Draft Plan of Subdivision and Zoning By-law Amendment 155 Port Robinson Road, 2021-0138-Planning~~
- ~~13.3.8 Information Report – Comprehensive Zoning By-law Update, 2021-0137-Planning~~
- ~~13.4 Action Correspondence of a Routine Nature~~
- ~~13.5 Information Correspondence Items~~
  - ~~13.5.1 Correspondence re: Draft Plan of Subdivision and Zoning By-law Amendment Forest Park and Kunda Park~~
  - ~~13.5.2 Tim Henley's Comments re Single Dwelling Unit By-Law~~
  - ~~13.5.3 Minister of Heritage, Sport, Tourism and Culture Letter re 2021 Reconnect Festival and Event Program~~
  - ~~13.5.4 Niagara Region – PDS 29-2021 Northwest Welland Secondary Plan (OPA 29)~~
  - ~~13.5.5 Niagara Region – 16 Days of Activism Against Gender-Based Violence~~
  - ~~13.5.6 Niagara Region Notice of Public Information Center No. 2 – Pelham Elevated Tank Municipal Class Environmental Assessment and Enhanced Conceptual Design~~
  - ~~13.5.7 2020 NPCA Water Quality Summary Report~~
  - ~~13.5.8 NPCA Meeting Highlights~~
  - ~~13.5.9 NPCA Advancing the Use of Native Pollinator Plant Species to Promote Pollinator Habitats~~
  - ~~13.5.10 NPCA Compliance & Enforcement 2021 Q2 Statistics Report~~

## **13.6 Regional Municipality of Niagara - Action Items**

## **13.7 Committee Minutes for Information**

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

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

**15.1 Reports from Members of Council:**

**15.1.1 Councillor Haun**

This item was deferred to the September 7, 2021 Council meeting.

**15.2 Staff Reports Requiring Action**

**15.2.1 Integrity Commissioner, 2021-0133-Clerks**

This item was deferred to the September 7, 2021 Council meeting.

**15.2.2 Chief Administrative Officer Annual Performance Review , 2021-0134-Chief Administrator Officer**

This item was deferred to the September 7, 2021 Council meeting.

**15.2.3 New Corporate Services Department Fees, 2021-0131-Corporate Services**

This item was deferred to the September 7, 2021 Council meeting.

**16. Unfinished Business**

**16.1 Motion - Unflood Ontario**

This item was deferred to the September 7, 2021 Council meeting.

**17. New Business**

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

This item was deferred to the September 7, 2021 Council meeting.

**19. Motions and Notices of Motion**

**19.1 Notice of Motion: Councillor Olson**

This item was withdrawn and removed from the agenda.

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

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

**22. Confirming By-Law**

**Moved By** Marianne Stewart

**Seconded By** Wayne Olson

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

**Being a By-law No. 43762021) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 23rd day of August, 2021.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	

Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

23. Adjournment

**Moved By** John Wink  
**Seconded By** Ron Kore

**BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for September 7, 2021 at 5:30 pm.**

	<b>For</b>	<b>Against</b>
Marvin Junkin	X	
Lisa Haun	X	
Bob Hildebrandt	X	
Ron Kore	X	
Wayne Olson	X	
Marianne Stewart	X	
John Wink	X	
<b>Results</b>	<b>7</b>	<b>0</b>
		<b>Carried (7 to 0)</b>

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Mayor: Marvin Junkin

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Town Clerk: Holly Willford

## **HIV/AIDS Awareness Week**

**November 23 – December 1, 2021**

**WHEREAS**, it is estimated that more than 400 people in Niagara are living with HIV;

**AND WHEREAS**, HIV related stigma and discrimination can prevent people from getting the treatment and care needed to strengthen their health and well-being;

**AND WHEREAS**, myths and misinformation about HIV related issues limits people's capacity to make healthier choices which contributes to the spread of HIV infections;

**AND WHEREAS**, HIV affects our friends, family and coworkers;

**THEREFORE, BE IT RESOLVED THAT** the Corporation of the Town of Pelham does hereby proclaim November 23<sup>rd</sup> to December 1st, 2021 as International HIV/AIDS Awareness Week and invites all citizens in our region to actively participant in PITCH-IN Week!

**DATED AT** the Town of Pelham this 7<sup>th</sup> day of September, 2021.

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Mayor Marvin Junkin  
Town of Pelham



Organization Name: Positive Living Niagara	
Contact Name: Darryl Dyball	
Address: 120 Queenston St	
City: St. Catharines, ON	Postal Code: L2R 2Z3
Phone: 905-984-8684 X120	Email Address: ddyball@positivelivingniagara.com
Proclamation Requested:	
Date(s) of Proclamation: Tuesday November 23rd, 2021	
Purpose of Proclamation: Recognition of HIV/AIDS Awareness Week <hr/> <hr/> <hr/>	
Description of Organization <i>(Please provide a brief description. Additional information may be attached to this form)</i> <u>Positive Living Niagara is a community based organization offering support services to those affected by HIV/AIDS and their families. We also provide community education on HIV/AIDS, Harm Reduction &amp; sexual health, as well as offering harm reduction services, such as our Syringe program and safe injection site through our StreetWorks program.</u> <hr/> <hr/> <hr/>	
Has the same or a similar proclamation been requested of the Town of Pelham Council in past years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
You must provide the draft wording for your proclamation in order to receive an official signed proclamation from the Mayor.	
Personal information on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of processing your request. Question about this collection should be directed to the Town Clerk, 20 Pelham Town Square, P.O. Box 400, Fonthill, ON, L0S 1E0, 905-892-2607 Ext. 315.	
Please complete and submit your completed form at least two weeks in advance of the occasion.	
Signature <u>Darryl Dyball</u>	Date <u>7/27/2021</u>

## Community Flag Pole Request

Requests must be received a minimum of four (4) weeks prior to the date the flag is to be flown. Please refer to the Flag Protocol policy for related guidelines. Requests should be directed to the Town Clerk, 20 Pelham Town Square, PO Box 400, Fonthill, ON L0S 1E0 or emailed to [njbozzato@pelham.ca](mailto:njbozzato@pelham.ca). Telephone enquiries should be directed to the Clerk's office (905) 892-2607, ext. 322. Please Refer to Community Flag Pole protocols on reverse.

### Details of Flag Request:

Name of Organization: Positive Living Niagara	
Nature of Organization: <input checked="" type="checkbox"/> Charitable Organization Reg. # 132660424RR0001 <input type="checkbox"/> Not-For-Profit Organization Reg. # _____	
Jurisdiction of Organization: <input type="checkbox"/> International <input type="checkbox"/> National <input type="checkbox"/> Provincial <input checked="" type="checkbox"/> Local	
Description of associated event: Positive Living Niagara is requesting a flag raising in recognition of AIDS Awareness Week (Nov 22 - Dec 5), World AIDS Day (Dec 1) and Aboriginal AIDS Awareness Week (Dec. 1-5). Positive Living Niagara is a not for profit organization dedicated to providing a continuum of innovative and proactive approaches to harm reduction, prevention and a person-centered focus on support and education for those at risk and affected by HIV, HCV and STBIs. We are hoping to schedule the official flag raising for Tuesday November 23rd, and would be delighted to have Mayor Junkin join us and say a few words on behalf of the Town of Pelham. We ask that the flag remain up until the end of Aboriginal AIDS Awareness week (December 5).	
Date(s) of event: Tuesday November 23rd	
Date Community Flag to be Raised: Tuesday November 23rd	Number of Days to be Flown: 13
Flag Details (please include a photo/diagram of the flag): It is a flag with the Positive Living Niagara Logo	

### Contact Information:

Contact Name: Darryl Dyball	Date Submitted: June 9th, 2021
Contact Address: 120 Queenston St	
Contact City/Province: St. Catharines	Contact Postal Code: L2R2Z3
Contact Daytime Telephone: 905-984-8684 x120	Contact E-mail Address: ddyball@positivelivingniagara.com

### **Community Flag Requests:**

Community Flag requests will be considered to celebrate an achievement; or to recognize a charitable or non-profit organization to help raise public awareness of their programs or activities; or an organization that has achieved national or international distinction or made a significant contribution to the community; or an organization that has helped to enhance the Town of Pelham in a positive manner. Community flags to be flown by special request will take the place of the Municipal Flag.

### **Guidelines for Community Flag Requests:**

The following guidelines shall be observed for the flying of community flags:

- The organization's flag will fly in connection with a particular event by such organization;
- No flags of commercial, religious or political organizations shall be permitted;
- No flags of a group or organization whose undertakings or philosophy are contrary to Town of Pelham policies or by-laws, or espouse hatred, violence, discrimination, prejudice, or racism shall be permitted;
- An organization's flag shall be flown no more than once per calendar year;
- A flag shall be flown for a period of up to one week, or for the duration of the associated event, whichever is less;
- Organizations shall be required to submit requests for their organization's flag to fly on an annual basis, a minimum of four (4) weeks prior to the requested date, and shall be in the prescribed form;
- Requests for use of the community flag pole will be considered on a first come first served basis;
- Flags shall only be raised and lowered on those business days and hours that Town Hall is open.

The Town Clerk will administer the policy for flying of flags at Town Hall, and will co-ordinate flag raisings with the Office of the Mayor, and the Town's Beautification Team.

In the event of a dispute between an organization and the Town Clerk as to the eligibility of a request, the appeal process shall be with the Town Council having full and final say as to whether or not the request to fly a flag on the community flag pole will be granted.

The guiding principles to lower flags to a half-staff position shall take priority over the flying of a community flag.



ADR

CHAMBERS

Integrity Commissioner Office  
for the Town of Pelham

DEBORAH A. ANSCHELL  
Integrity Commissioner by Delegation  
Town of Pelham

August 18, 2021

Sent by email to:

Holly Willford, Town Clerk  
Town of Pelham  
[hwillford@pellham.ca](mailto:hwillford@pellham.ca)

**Re: Complaint IC– 12626-0221**

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Dear Ms. Willford:

On April 5, 2021, Edward T. McDermott, in his capacity as Integrity Commissioner for the Town of Pelham, delegated to me all of his powers and duties as Integrity Commissioner to independently inquire into, investigate, and, if warranted, prepare a report with respect to the Complaint referenced above (the “Complaint”), pursuant to section 223.3 (3) of the *Municipal Act, 2001*.

Please be advised that I have completed my investigation into the Complaint and I have determined that no contravention of the Town of Pelham’s Code of Conduct was committed by the Member of Council with respect to the matters raised in the Complaint.

A copy of my Report was provided to the Complainant and the Member of Council on August 17, 2021.

This matter is accordingly now concluded and we are proceeding to close our file.

Yours very truly,

A handwritten signature in blue ink, appearing to read "D. Anschell". The signature is written in a cursive, flowing style.

Deborah A. Anschell  
Integrity Commissioner by Delegation  
Town of Pelham

**From:** [REDACTED]  
**To:** [Marvin Junkin](#)  
**Cc:** [clerks pelham](#); [Lisa Haun](#); [Robert Hildebrandt](#)  
**Subject:** Kunda Park Development Traffic Study  
**Date:** Friday, August 27, 2021 2:33:25 PM

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Dear Mayor and Members of Council:

I am writing with respect to the “Kunda Park / Forest Park Draft Plans – Subdivision Development - Transportation Review of Road Network Options and Active Transportation Facilities”( pages 147 - 180 of <https://pelham-pub.escribemeetings.com/filestream.ashx?DocumentId=25819> )

I am very concerned about the impact of increased vehicular traffic in and out of the Kunda Park Development, during and after construction, given the north end of Stella will connect to the Kunda Park Development and there is only one route in/out of Stella. Of the three options currently proposed:

I fully support Option 1 and your granting an exception from Council’s Trail Resolution to permit one trail road crossing at William Street thereby providing access to Station Street. My expectation is:

- All necessary precautions would be in place to mitigate, as best possible, any negative impact on the environment and Steve Bauer Trail.
- The crossing would be in place prior to construction beginning on the Kunda Park Development and that all construction vehicles involved in the development utilize the Station Street access with Stella utilized only when absolutely necessary where no other valid option exists.

I also believe the addition of calming measures to control the increased traffic on Stella Street between the north end and John Street is warranted to ensure the safety of those using the road and sidewalks.

I am adamantly against this Option 2 and having Stella Street be the only route in and out of the Kunda Park Development. Given Stella is a dead end street with only one route in and out, having all traffic entering/exiting the Kunda Park Development, including during construction, would negatively impact residents and users of Stella Street and pose significant safety issues for all.

Respectfully,  
Christine Kreutzer  
[REDACTED] Stella Street, Fonthill, ON

**From:** Barbara Wiens  
**To:** Holly Willford  
**Subject:** FW: latest Kunda Park & Forest Park subdivision traffic proposal  
**Date:** Monday, August 30, 2021 1:43:25 PM

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**Barbara Wiens, MCIP, RPP.**  
Director, Community Planning and Development  
Town of Pelham  
T: 905-892-2607 x316 | E: [bwuens@pelham.ca](mailto:bwuens@pelham.ca)  
20 Pelham Town Square | PO Box 400 | Fonthill, ON | L0S 1E0

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---

**From:** Bill Heska  
**Sent:** Monday, August 30, 2021 12:09 PM  
**To:** Marvin Junkin <[MJunkin@pelham.ca](mailto:MJunkin@pelham.ca)>; Bob Hildebrandt <[BHildebrandt@pelham.ca](mailto:BHildebrandt@pelham.ca)>; John Wink <[JWink@pelham.ca](mailto:JWink@pelham.ca)>; Lisa Haun <[LHaun@pelham.ca](mailto:LHaun@pelham.ca)>; Marianne Stewart <[MStewart@pelham.ca](mailto:MStewart@pelham.ca)>; Ron Kore <[RKore@pelham.ca](mailto:RKore@pelham.ca)>; Wayne Olson <[WOlson@pelham.ca](mailto:WOlson@pelham.ca)>  
**Cc:** David Cribbs <[DCribbs@pelham.ca](mailto:DCribbs@pelham.ca)>; Barbara Wiens <[BWuens@pelham.ca](mailto:BWuens@pelham.ca)>  
**Subject:** latest Kunda Park & Forest Park subdivision traffic proposal

To Mayor & Councillors,

Note: This item was on agenda for last Council meeting but did not get discussed because of curfew, and I assume will be on Sept 7 2021 Council agenda

I have reviewed the details provided in the Council Agenda of Monday August 23, 2021, Item 8.5.1 Correspondence re: Draft Plan of Subdivision and Zoning By-law Amendment Forest Park and Kunda Park and have the following comments and concerns

The transportation study prepared by R V Anderson Associates Ltd dated May 27, 2021 only considers the traffic for the new Kunda Park and Forest Park subdivisions- areas owned by Sterling Realty It does not consider current Kunda Park traffic flow or other adjacent areas Based on the background statement "in consultation with Town staff" the Town staff participated in the transportation review

In the original plan for Kunda Park (Phase 4) subdivision, before Sterling Realty purchased the land, there were two primary road accesses to the subdivision- NE corner road out to Port Robinson Road, and in the SE, Kunda Park Blvd would be extended north along east side of subdivision In addition the access to Stella St on the NW corner would have current dead end roadway opened up

The current Kunda Park subdivision has 3 accesses to the area (Vera St, John St, and Kunda Park Blvd) with a total of 77 residences The new Phase 4 development adds 84 residences to the traffic flow (73 in north and 11 in south Kunda Park) more than twice the number of residences

Since the original development plan, there have been changes in legislation and studies made, and several significant areas have been identified through environmental studies- archaeological settlement and provincially significant wetlands (PSW)

At the NE location, an archeological settlement was identified This does not STOP the construction of a roadway if the area can be remediated (The town recently approved a development on N Pelham St after the archeological site was cleared) This NE location should be considered as a primary access and the intersection at Station St needs to be engineered Why was this option not included in the study? Can this area be remediated?

Option 1- may make the access to Stella St the preferred access route, since access across the Steve Bauer Trail (SBT) will be a high profile access because of SAFETY issues (pedestrian crossing, speed bumps, etc) This option will still have major impact on current Stella St traffic and needs to be reviewed With the limitations to the SBT crossing, assuming half of all traffic goes to Stella St, this would increase residences accessing Stella St from current 19 residences north of Vera St to 56 (19 + 73/2)- almost 3 times the volume of traffic Note:

The crossing of the SBT is prohibited based on Council motion approved on January 11, 2021

Option 2 would increase traffic flow on Stella St to 92 (19+73) residences- 5 times the current residences

In Option 1 & 2, I have not factored in the other traffic that currently uses Vera St as primary access to current Kunda Park south of Vera St There are no other areas in Fonthill that has these potential traffic volumes in a residential area

Option 3 proposes the extension of Kunda Park Blvd across the PSW Hopefully, this would split traffic flow from new Kunda Park subdivision (Phase 4) but will still increase traffic volumes by more than 3 times on Stella St Why was the extension of John St to the east to Kunda Park Blvd not proposed? John St is on the south side of the PSW and it would reduce traffic volumes on Kunda Park Blvd through to Merritt Road

In the proposal there is a multi-criteria evaluation table Who was on the project team that was involved in the evaluation process- consultant, developer, Town staff? It appears to be primarily developer focused with no public input including neighbours in existing Kunda Park There needs to be a more transparent proposal and public evaluation process

During the initial public input on these subdivision developments in the fall of 2021, we presented many other details which relate to both vehicle and pedestrian traffic that need to be considered ie school children, construction, etc

Please consider these issues when you deliberate the consultants proposal and the subdivision developments

Regards,

Bill Heska

**Subject:** Detailed Design Assignment for Pelham Street Reconstruction Phase 3 & 4 and for Effingham Road between Hwy 20 and Tice Road

**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0151 – Detailed Design Assignment for Pelham Street Reconstruction Phase 3 & 4 and for Effingham Road between Hwy 20 and Tice Road;**

**AND THAT Council APPROVE the award of the Pelham Street Reconstruction detailed design engineering assignment to Associated Engineering Inc. (AE) in the amount of \$160,840 plus applicable taxes;**

**AND THAT Council APPROVE the award of the Effingham Road Reconstruction Detailed Design engineering assignment to Kerry T Howe Ltd. (KTH) in the amount of \$53,570 plus applicable taxes;**

**AND THAT Council APPROVE funding the budget shortfall from Public Works Project RD 16-21 and RD 18-21 from the Road Capital Reserve Account in the amount of \$29,410 plus applicable taxes.**

**Background:**

In 2021, Council approved the capital projects for completing detailed designs for two projects: (1) Pelham Street Reconstruction Phase 3 and 4; and (2) Effingham Street Reconstruction between Hwy 20 and Tice Road. The approved budget for the projects was \$135,000 and \$50,000, respectively.

The Pelham Street Phase 3 and 4 reconstruction project is a continuation of the Pelham Street Reconstruction project, which extends from College Street in the downtown core of Fonthill to the south boundary between the Town of Pelham and the City of Welland. The project has received grant funding from the Federal Government as well as the Province of Ontario in the amount of \$4.2 M under the ICIP Grant. Currently, the Town is completing the construction of Phase 2 of the project, which extends from Port Robinson Road to John Street. Phase 3 of the



project has limits extending from John Street to the south entrance to Spruceside and Phase 4 has limits from the south entrance of Spruceside to the Pelham/Welland townline approximately 500 m south of the Quaker Road intersection. Based on the funding cash flow schedule established under the ICIP Grant it is anticipated that Phase 3 would be tendered and constructed in 2022/2023 and Phase 4 would be completed in 2024/2025 (pending capital budget approval). In order to successfully tender and begin construction in 2022 the detailed design assignment will need to commence as soon as possible.

The Effingham Road project is a full road reconstruction project with limits extending from Hwy 20 north to Tice Road. The project is approximately 1 km in length and has been designated by the Canada Summer Games as a segment on the road bicycle race route. This particular segment of road is in very poor condition as identified in the 2019 Pavement Condition Survey report prepared by Applied Research Associates (ARA). The report stated that the Pavement Condition Index (PCI) for the road segment is 51, which indicates that the pavement has reached the end of its useful life and reconstruction is warranted. In order to complete the reconstruction of the road in advance of the Canada Summer Games scheduled in August it is critical to begin the detailed design assignment as soon as possible so that the project can be tendered in the winter of 2022 with construction commencing in the spring.

### **Analysis:**

As part of the 2021 capital budget Council approved detailed design assignments for (1) Pelham Street Phase 3 and 4 Reconstruction; and (2) Effingham Road Reconstruction in the amount of \$135,000 (plus applicable taxes) and \$50,000 (plus applicable taxes, respectively).

Staff have recently closed Request for Proposals (RFP's) for these assignments in accordance with the Town's procurement policy S402-00.

The RFP for the Detailed Design for Pelham Street Phase 3 and 4 closed on August 5<sup>th</sup>. The Town received three bid submissions. Based on the scoring completed by Town staff the preferred proponent is Associated Engineering Inc. (AE) at a total upset limit of \$160,840 (plus applicable taxes). As with all assignments of this nature the contract will be established based on a time and material basis.

The RFP for the Detailed Design for Effingham Road Reconstruction closed on August 20<sup>th</sup>. The Town also received three bid submissions for this opportunity. Based on the scoring completed by Town staff the preferred proponent is Kerry T. Howe Engineering (KTH) at a total upset limit of \$53,570 (plus applicable taxes).

Similarly, to the Pelham Street project the contract with the successful proponent will be established based on a time and material basis.

Recent increases in the cost to complete construction projects has been realized in the last year. It is safe to say that the costs associated with the engineering and administration work required to complete the projects have seen increases. Historically, engineering assignments are valued at approximately 5% of estimated construction costs. Since Covid, Niagara municipalities, including Pelham have seen engineering and contract administration costs come in at anywhere between 8% and 11%.

As a result of the increases in cost associated with engineering there are budget shortfalls to complete the above two projects.

Associated Engineering has the experience and resources to successfully complete the design assignment for Pelham Street Phase 3 and 4. AE was the original consulting firm that completed the preliminary design in 2013 for Pelham Street and has recently completed similar engineering and contract administration assignments on Phase 1 and Phase 2 of the Pelham Street Reconstruction project.

Kerry T Howe Engineering has successfully completed several similar design and contract administration projects with the Town of Pelham. KTH has the resources and experience to successfully complete this engineering assignment on time and within the proposed consultant's fee.

Staff have reviewed the submissions and are recommending award to the successful proponents in order to successfully complete the projects in accordance with the planned schedule.

### **Financial Considerations:**

Council approved a budget of \$135,000 (plus applicable takes) for the detailed design for the Pelham Street Phase 3 and Phase 4 project under capital account RD 16-21. The successful proponent has submitted a price with an upset limit of \$160,840 (plus applicable taxes). As a result, there is a budget shortfall of \$25,840 for this project.

In addition, Council approved a budget of \$50,000 (plus applicable takes) for the detailed design of Effingham Road under capital account RD 18-21. The successful proponent has submitted a price with an upset limit of \$53,570 (plus applicable taxes). As a result, there is a budget shortfall of \$3,570 for this project.

The total estimated budget shortfall for these two capital accounts is \$29,410.

Staff's recommendation is to proceed with the award of these assignments and to fund the shortfall for these projects through a transfer from the Roads Capital Reserve fund.

### **Alternatives Reviewed:**

Council may decide not to approve the additional expenditure above the original budget amounts. This would result in the projects being deferred until sufficient budget is approved through future capital budget requests. Staff are not supportive of this course of action seeing that the Pelham Street Reconstruction project has Federal and Provincial funding, which is time sensitive. Further, Effingham Road is considered to have one of the worst PCI's in the Town's network and is currently unsuitable to host a nationally sponsored race event such as the Canada Summer Games. A failure to proceed with the design and reconstruction of this section of road would force race organizers to re-evaluate the proposed route.

Council may also direct staff to negotiate with the successful proponent to reduce the scope of work on the Pelham Street Phase 3 and Phase 4 project to include only Phase 3 works. This course of action would reduce the overall cost of the assignment but would place a significant amount of pressure on Town staff to successfully complete Phase 4 of the project within the approved funding schedule for the ICIP grant. As a result, staff are not supportive of this course of action and are recommending proceeding with the full award of Phase 3 and Phase 4 of the project. At this time, staff do not recommend negotiating with the successful proponent for the Effingham Road Reconstruction project since this is not a phased project and reducing the assignment value would result in a decline in the level of service and quality of product.

### **Strategic Plan Relationship: Strong Organization**

The Town's infrastructure benefits from properly designed and engineered projects and ensures that the projects are delivered in accordance with approved budgets and schedules. Timely replacement of our aging infrastructure is critical to ensuring the Town maintains a safe and efficient transportation network.

### **Consultation:**

Consultation was undertaken with the Treasurer regarding the financial and budgetary considerations for this report.

### **Other Pertinent Reports/Attachments:**

Not Applicable

**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

**Subject:** Modernization Grants Transfer Payment Agreements for Approval**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0152-Corporate Services – Modernization Grants Transfer Payments for Approval;**

**AND THAT Council approve the four Modernization grants transfer payment agreements, along with their respective by-laws, for the Mayor and Clerk's signature.**

**Background:**

On March 1, 2021, Council received Report # 2021-0050-Corporate Services for information on Modernization grants submissions. Four grants have been approved:

1. Town of Pelham Digitizing Human Resources Performance Management System Review, up to \$60,000;
2. Town of Pelham and Town of Lincoln Joint Public Library Merger Review, up to \$60,000;
3. Town of Pelham Web-Based Services Review, up to \$40,000;
4. Town of Pelham Corporate Services Function Review, up to \$143,505.

**Analysis:**

There are 4 by-laws being presented at the September 7, 2021 Council meeting authorizing the Mayor and Clerk to sign the Transfer Payment Agreements and send these signed agreements back to the Ministry by September 20, 2021.

**Financial Considerations:**

These grants will provide funds to automate processes and find efficiencies and cost savings for the Town of Pelham.

**Alternatives Reviewed:**

N/A

**Strategic Plan Relationship: Financial Sustainability**

Obtaining grants subsidizes operating and/or capital costs, ultimately reducing project costs to local taxpayers.

**Consultation:**

N/A

**Other Pertinent Reports/Attachments:**

none

**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

**Subject:** Delegation of Powers and Duties –  
Administrative Authority By-Law Update – Report No.  
2021-0153 - Clerks

**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0153 – Clerks – Delegation of Powers and Duties – Administrative Authority By-Law Update;**

**AND THAT Council consider the draft amendments to the Administrative Authority By-Law to delegate additional authority to various municipal staff positions;**

**AND THAT the Clerk be directed to present the By-law for Council approval at the next regular meeting.**

**Background:**

On December 14, 2020, the Clerk's Department brought a report to Council recommending Council consider approving an administrative authority by-law delegating powers and duties to various municipal staff with respect to items which are: routine or minor in nature, generally would not prompt Council debate, and provide efficient customer service. Subsequently, on January 11, 2021 Council passed By-law No. 4307(2021) being an Administrative Authority By-law delegating certain powers and duties to staff as outlined in the attached schedules.

The Administrative Authority By-law has now been in effect for approximately 8 months and as a result, many routine matters have been efficiently and effectively handled without having to bring the matters before Council.

**Analysis:**

Since the passing of this By-law, staff have identified several municipal tasks and functions, which could benefit from delegated authority. Additionally, Council has since indicated it wishes to receive only matters of the highest priority and as such has implemented a 300-page maximum agenda limit. Regularly staff have had to

request, and Council has graciously agreed, an exemption to the said page limit to accommodate time sensitive business. In an effort to respect Council's wishes to consider matters of the highest priority and the 300-page maximum agenda limit staff have reviewed the Administrative Authority By-law and recommend including additional delegated powers and duties as outlined in Appendix A attached to this report.

**Financial Considerations:**

None.

**Alternatives Reviewed:**

Council has the authority to not approve the additional requested delegated powers and duties as outlined in the attached appendix, however this will continue to lead to large Council agenda's with business that can be handled at the staff level.

Council has the authority to amend the requested delegated powers and duties as outlined in the attached appendix, however this is not recommended as staff was diligent and thoughtful in the requests and believe the additional authority will lead to shorter Council agenda's and improve customer service.

**Strategic Plan Relationship: Strong Organization**

Delegating powers and duties to staff strengthen the organizations ability to streamline routine corporate business and improve customer service, while respecting Council's request to consider high priority matters only.

**Consultation:**

Each member of the Senior Leadership Team was consulted.

**Other Pertinent Reports/Attachments:**

Appendix A – Recommended Additional Delegation of Powers and Duties

**Prepared and Recommended by:**

Holly Willford, B.A.  
Town Clerk

**Prepared and Submitted by:**

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



## **Appendix A – Recommended Additional Delegation of Powers and Duties**

### **Schedule A – Chief Administrative Officer**

Delegation	Delegates	Legislative Authority	Conditions / Restrictions
Approve execution of leases and licenses and agreements to lease and license real property provided the value of consideration does not exceed \$50,000.00.	Chief Administrative Officer; Town Clerk	Municipal Act, 2001, S.O. 2001, C. 25, as amended, s23.1 and 270(1)	Terms and conditions of such agreements and related documents must be acceptable to Town Solicitor
Approve execution of Agreements and Amending Agreements for the acquisition of goods and services or other Town activities, works or services that are ordinary to the business of the Town provided the value of consideration does not exceed \$50,000.00.	Chief Administrative Officer; Town Clerk	Municipal Act, 2001, S.O. 2001, C. 25, as amended, s23.1 and 270(1)	Terms and conditions of such agreements and related documents must be acceptable to Town Solicitor

### **Schedule B – Town Clerk**

Delegation	Delegates	Legislative Authority	Conditions / Restrictions
Signing Authority for Transfer Payment Agreements (for grants and other funding being received by the municipality)	Mayor; Town Clerk; Treasurer		Application of Grant and / or Funding having been approved by Council resolution; Two Signatures Required Note: Deputy Mayor in Absence of Mayor; Deputy Clerk or Chief Administrative Officer in Absence of Clerk.

### **Schedule C – Director, Corporate Services (Treasurer)**

Delegation	Delegates	Legislative Authority	Conditions / Restrictions
Transfer funds to the appropriate reserves and reserve funds above what is listed in the Reserve and Reserve Fund Policy when funds are available	Treasurer		Note: Deputy Treasurer in Absence of Treasurer

**Schedule D – Director, Community Planning and Development**

Delegation	Delegates	Legislative Authority	Conditions / Restrictions
Authority for Development Agreements that are condition of Consent approval	Director of Community Planning & Development		Agreements acceptable to Town Solicitor
Final Subdivision Approval and Subdivision Agreement	Director of Community Planning & Development	Planning Act, R.S.O. 1990, c.P. 13, s. 51.2(1)	Technical clearances of draft plan conditions have been received from all agencies/departments

**Schedule E – Fire Chief / Director of Fire and By-law Services / Community Emergency Management Coordinator**

The Fire Chief is not recommending any additional delegated powers and duties.

**Schedule F – Director, Public Works**

The Director of Public work is recommending the delegated authority for encroachment agreements on road allows and over easement be amended.

Delegation	Delegates	Legislative Authority	Conditions / Restrictions
Enter into Encroachment Agreements on road allowances and over easements	Director of Public Works; Consultation with By-law and Planning		Agreements acceptable to Town Solicitor; Conditional on conditions such as survey, covenants to protect the Town; <del>once satisfied submit By-law for Council approval.</del>

**Schedule G – Director of Recreation, Culture and Wellness**

The Director of Recreation, Culture and Wellness is not recommending any additional delegated powers and duties.

**Schedule H –Town Solicitor**

The Town Solicitor is not recommending any additional delegated powers and duties however is recommending some ‘housekeeping’ cleanup to amend references from LPAT the Local Planning Appeal Tribunal to Ontario Land Tribunal (OLT) and to include the term ‘application’ with respect to commencing or defending litigation.

**Subject:** National Day for Truth and Reconciliation**Recommendation:**

**WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;**

**AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;**

**AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;**

**AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;**

**AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a federal statutory holiday;**

**BE IT RESOLVED THAT Pelham Town Council receive Report #2021-0150 – National Day for Truth and Reconciliation for information;**

**AND BE IT FURTHER RESOLVED THAT Pelham Town Council does hereby commit to recognizing September 30th as the National Day for Truth and Reconciliation (National Orange Shirt Day) in the Town of Pelham wherein focus shall be placed on sharing the stories of residential school survivors, their families, and communities;**

**AND BE IT FURTHER RESOLVED THAT the Town of Pelham raise the orange "Every Child Matters" flag, with appropriate ceremony when/where possible, at town facilities to recognize the National Day for Truth and Reconciliation every year on September 30<sup>th</sup>;**

**AND BE IT FURTHER RESOLVED THAT Council approve the one-time expenditure of up to \$12,000 for education and training of Town staff, volunteers, elected officials and committee members on the history, legacy and significance of the residential school system upon Canada's First Nations population, with funds to be taken from the Human Resources Opportunities and Contingencies Reserve.**

**AND BE IT FURTHER RESOLVED THAT the Town of Pelham begin commencing Council, Council of the Whole and Committee of Adjustment meetings with a land acknowledgment, effective September 20, 2021;**

**AND FURTHER THAT Town Hall be (open/closed) \_\_\_\_\_ on September 30, 2021 and every year thereafter.**

#### **Background:**

The government of Canada recently passed legislation to make September 30<sup>th</sup> a federal statutory holiday called the National Day for Truth and Reconciliation. This day provides an opportunity for people to recognize and commemorate the legacy of residential schools and ensures this tragic part of Canadian history is never forgotten. It also responds to one of the ninety-four Calls to Action from the Truth and Reconciliation Commission's (TRC) report dated June 2, 2015.

September 30<sup>th</sup> coincides with National Orange Shirt Day, where people are encouraged to wear orange in honour of the Indigenous children who were forcefully removed from their families to attend Residential Schools across Canada from the late 1880s to the 1990s. The date reflects the time of year in which children were taken from their homes. To date, thousands of unmarked graves and remains of the Indigenous people who attended these schools have been recovered. There are 18 former Residential School locations across Ontario and the TRC has identified 12 unmarked burial sites, but there are likely more. Although local governments are unable to address many of the TRC's ninety-four Calls to Action, as these are addressed primarily to the federal, provincial, and territorial governments, municipal leaders do have a role to play in the reconciliation process.

#### **Analysis:**

The AMO Indigenous Relations Task Force is working with the Ontario Federation of Indigenous Friendship Centres (OFIFC) and has provided some initial approaches to help municipal governments respond to the TRC's Calls to Action. AMO suggests

that municipalities provide Council and staff training in intercultural competency, conflict resolution, human rights and anti-racism, that they observe the National Day for Truth and Reconciliation and fly the *Every Child Matters* flag for the month of September, and explore opportunities for formal and informal relationship agreements between municipal governments and First Nations.

While the Town of Pelham is a provincially regulated employer, many of the local area municipalities' collective agreements include provisions to allow for any newly established federal and provincial statutory holidays. As a result, the National Day for Truth and Reconciliation will be observed by a number of the Niagara municipalities, beginning September of this year. Welland, Port Colborne, Thorold and Fort Erie will be closing their municipal buildings. At time of writing the City of Niagara Falls plans to remain open, but provide staff with a lieu day. Niagara-on-the-Lake plans to close facilities except recreational facilities, while Grimsby, Lincoln, West Lincoln and Wainfleet were uncertain at time of publication. Others plan to bring a similar recommendation to their Council in the coming weeks. The Region and St. Catharines will be using September 30<sup>th</sup> to train their staff on the intent of the National Day for Truth and Reconciliation and are planning educational and respect focused activities for the day, so while staff will be working, services to the public will be reduced.

Both the public and Catholic education systems will be operating on September 30, 2021. Federally regulated businesses such as banks will not be open. This will result in a patch-work quilt of what is and is not open in Niagara on the day in question. Staff look forward to receiving guidance from Council as to whether or not municipal services should be open or closed on September 30, 2021. Should council endorse facility closure, staff recommend that bookings at the MCC be honoured for this year only as it is late in the day for cancellations. The requisite staff who work will either be paid overtime or receive a day in lieu, depending upon the specifics of their employment.

Town staff have identified a three hour educational program that can be delivered online by the First Nations University of Canada. This program consists of explanations and personal accounts of experiences in the residential school system. If the approximately \$11,000 expenditure is approved by Council, Town administration will ensure that all staff participate in the training prior to December 31, 2021. This is an important component not to be overlooked so as to ensure staff understands the intent of this holiday. In addition, providing education to public servants on the history of Indigenous peoples, including the history and legacy of Residential Schools, responds to the 57<sup>th</sup> Call to Action outlined in the TRC report.

At time of writing Town administration has ordered the requisite flags and is attempting to order orange shirts for all staff and elected officials. The unbudgeted cost of flags and shirts, estimated to be approximately \$2,500, will be borne from an administrative account in the Office of the CAO.

### **Financial Considerations:**

If municipal buildings were to close on September 30<sup>th</sup> there would be no actual financial cost to the Town, as salaries for the year are already budgeted. Rather, it would result in a lost day of productivity. An estimate of the total financial value of salaries for one work day amounts to \$35,782. To reiterate however, no monies are specifically required to observe the National Day for Truth and Reconciliation.

### **Alternatives Reviewed:**

Council can elect to keep municipal buildings either open or closed as the Town is not required to observe any federal statutory holidays. Whether or not Town Hall is open for business, the choice not to acknowledge this day in some form sends a message that Pelham is indifferent to the unique generational suffering experienced by Indigenous peoples of Canada. As such, an alternative means of demonstrating the Town's solidarity with Indigenous communities would be crucial.

As an example of alternative means to show support, the City of Brantford has dedicated spaces of reflection and healing as well as orange lighting displays in Brantford parks, which are visible every evening during the summer. Brantford has also lowered flags at all city facilities to half-mast on the first day of the month until the end of this calendar year, donated \$100,000 to the *Save the Evidence Campaign*, and is developing ongoing community education and awareness initiatives, which incorporate the voices of Indigenous peoples. The majority of these options however will have implementation costs. Should Council wish to move forward with any of the above tributes, a motion would be needed tonight along with a budget allocation in order to provide adequate time and resources.

Referring back to the suggestion made by AMO to provide training to Council and staff, in future years September 30<sup>th</sup> could be used as an education day focusing on Indigenous history and reconciliation initiatives. This option would demonstrate Pelham's acknowledgement of these horrific events and commitment to reconciliation while remaining available to residents. There is an approximately \$11,000 cost to deliver this training. Town administration is conceptually supportive of future training and education opportunities, and such could be built into the 2022 budget upon the direction of Council.

Additionally this seems like an appropriate time for Council to consider implementing a land acknowledgment at the start of important municipal meetings. Niagara College has developed an appropriate land acknowledgement which staff feels would also suit the Town's needs, showing respect to local First Nations who formerly resided in the area. Staff recommend that Council meetings, Committee of the Whole meetings and Committee of Adjustment meetings all begin with a land acknowledgement, commencing on September 20, 2021.

### **Strategic Plan Relationship: Strong Organization**

While municipal governments are not in a position to respond to the majority of the Calls to Action as outlined in the TRC's report, municipal leaders still have the opportunity set the tone and be part of the constructive societal changes that are especially necessary during this time to support the Indigenous community. To observe the National Day for Truth and Reconciliation and move forward in the spirit of healing, Pelham will play a critical role in ensuring the truth of what took place in Canada is remembered and that future generations understand the impact the Residential School system has had on Indigenous people.

### **Consultation:**

Two resource papers distributed by AMO were referenced during the preparation of this report. Various municipal leaders across Ontario were also consulted to determine the plans of their respective municipalities and identify best practices.

### **Other Pertinent Reports/Attachments:**

None.

### **Prepared and Submitted by:**

Brianna Langohr, CHRL  
Human Resources/Health and Safety Coordinator

**Subject: June 2021 Financial Reports****Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0143-Corporate Services, June 2021 Financial Reports, for information.**

**Background:**

The Corporate Services Department has prepared the attached financial reports, as at June 30, 2021, for the information of Council. The MCC and Transit reports also include non-financial indicators such as hydro usage and ridership.

**Analysis:**

Appendix 1 to this report summarizes operating revenues compared to budget as at June 30, 2021, with approximately 50% of the year lapsed. Total revenues were at approximately 51% of budget. The financial impact from the closure of facilities and cancellation of programs as a result of COVID-19 are evident in the Recreation, Culture and Wellness Department results in particular, and Safe Restart Phase 2 funding has been applied to the shortfall. Most other revenue sources are in keeping with the budget, with some grant funding still pending in Public Works and Finance. The MCC closed on January 1, 2021 and was reopened March 2, 2021. On April 3, it was closed again and the impact is seen on the June financial report, and will be evident in July as well. The ice pads at the MCC started re-opening on July 16, 2021. Six months of water and wastewater had been billed and are at 50% of budget; consumption tends to be higher in the summer months but is also partially weather dependent.

The Phase 2 Safe Restart COVID-19 funding has been applied to \$395,506 in lost revenues at the MCC, and \$238,888 to offset the direct COVID-19 expenses incurred to May 31, 2021, for a total of \$634,394 out of the total \$969,149 available for 2021 operating pressures. The 2021 operating budget included \$602,350 in Safe Restart COVID-19 grant funding, which was an estimate of the funds that would be available to carry forward to 2021. At December 31, 2020, the Town carried forward \$621,259 in Phase 2 Safe Restart COVID-19 funding which must be used to offset COVID-19 operating pressures in 2021. Because the budget was \$602,350 and the carryforward was \$621,259, there is a favourable variance of



\$18,909 as well as an additional \$347,890 in 2021 COVID-19 Recovery Funding announced. All of these funds must be used to offset COVID-19 operating pressures, and they will be needed to alleviate the operating pressures due to lost revenues during the shutdown and increased costs caused by the pandemic.

Appendix 2 to this report summarizes operating expenditures compared to budget at June 30, 2021. Total expenses were at approximately 50% of budget and appeared to be on track. This report includes \$238,888 of direct costs related to COVID-19 such as purchase of computer equipment, additional cleaning costs, and personal protective equipment and protective facility materials.

Appendix 3 summarizes the revenues and expenditures related to the MCC at June 30, 2021. MCC revenues were at 14% of budget and trending below budget due to closures from COVID-19 from January 1 to March 2, and again closing on April 3. The MCC gymnasium opened to the public in April as a vaccination clinic site. Youth camps commenced in July 2021, and the ice pads opened July 16. Budgeted MCC revenues are lower than previous years, to reflect reduced revenues that were anticipated due to the pandemic. Senior Active Living Centre grant funds continue to be received and MCC expenses were at 37% of budget, which is below the expectation for the first six months of the year as a result of reduced wages from the facility closure and some expenses for contract services and repairs and maintenance, which are anticipated but have not yet been incurred. Phase 2 Safe Restart funding of \$395,506 has been applied based on estimated lost revenues from January to June, resulting in a bottom line deficit of 19% of budget; however this is expected because the MCC normally generates a high level of revenues early in the year which will be needed to offset expenditures in future months. Currently Safe Restart funding applied to the MCC is at 80% of the budget for the year, and will be adjusted as the year progresses and the operating pressures resulting from COVID-19 are evaluated by the Treasurer.

It is difficult to predict the impact of COVID-19 for 2021 and assessing whether the Town has enough Safe Restart grant funding to cover the operating pressures at this point in time. The key factors depend on the opening of the Meridian Community Centre with its full operations along with all the Recreational programming, and whether any future restrictions are imposed. The additional unbudgeted funding of \$347,890 will definitely be needed to offset revenue losses and additional expenditures due to COVID-19.

Appendix 4 summarizes revenues and expenditures related to Pelham Transit. The Community Transit grant funding has been received for Q1 to Q3, and there is deferred provincial gas tax funding of \$20,000 to be applied later in the year. Effective August 17, 2020, the Niagara Region has taken over the service delivery

of the transit with on-demand service by a third party provider VIA. Transit expenditures were at 58% of budget because the Town paid the Region for services to July. Ridership has increased compared to Q2 of the prior year when the pandemic was impacting operations but the On-Demand transit service agreement was not yet in place.

Appendix 5 to this report includes the 2021 capital report at June 30, 2021. Most capital projects are proceeding, totaling \$8.17 million, and of those, 50% of the budget had been spent. \$1.04 million in projects have been red-circled pending grant application funding. Projects carried forward from prior years total \$5.21 million, and 24% of the carryforward amount had been spent.

### **Financial Considerations:**

There are no specific financial considerations with respect to this report as it is for information purposes.

### **Alternatives Reviewed:**

Not applicable.

### **Strategic Plan Relationship: Strong Organization**

By reviewing the monthly financial reports, Council can remain informed about whether there are any significant budget variances that would impact year-end financial results.

### **Consultation:**

The 2021 project capital report has been provided to the Pelham Finance and Audit Committee for review.

### **Other Pertinent Reports/Attachments:**

Appendix 1 – Monthly Revenue Report at June 30, 2021

Appendix 2 – Monthly Expenditure Report at June 30, 2021

Appendix 3 – Meridian Community Centre Report at June 30, 2021

Appendix 4 – Transit Report at June 30, 2021

Appendix 5 – Capital Projects Report at June 30, 2021

**Prepared and Recommended by:**

Charlotte Tunikaitis, CPA, CA  
Deputy Treasurer

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

**Prepared and Submitted by:**

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

Appendix 1  
Monthly Revenue Report at June 30, 2021 (50% of time lapsed)

	Notes	2021			2020	
		Budget	Actual at Jun 30	Actual as a % of Budget	Budget	Actual at Dec 31
<b>Taxation</b>						
General Tax Levy		\$ 15,678,870	\$ 7,839,442	50 %	\$ 14,946,487	\$ 14,946,495
Payments in Lieu		300,471	152,152	51 %	300,471	302,118
<b>Total Taxation</b>	(1)	15,979,341	7,991,594	50 %	15,246,958	15,248,613
<b>Finance Department</b>						
Penalties and Interest		270,000	138,405	51 %	270,000	231,419
Supplemental Taxation Revenues	(2)	175,000	1,939	1 %	200,000	476,022
Transfer from Building Department		81,087	40,544	50 %	79,497	79,497
Ontario Unconditional Grants	(3)	114,800	20,450	18 %	39,800	41,100
Miscellaneous		18,000	11,377	63 %	18,000	22,450
Investment Income	(4)	10,000	58,942	589 %	10,000	26,251
Safe Restart COVID-19 Funding	(5)	602,350	634,394	105 %	-	1,480,702
<b>Total Finance Department</b>		1,271,237	906,051	71 %	617,297	2,357,441
<b>Clerk's Department</b>						
Committee of Adjustment	(6)	36,500	41,809	115 %	36,500	68,698
Miscellaneous		14,250	6,298	44 %	14,250	10,929
<b>Total Clerk's Department</b>		50,750	48,107	95 %	50,750	79,627
<b>Fire and By-law Services</b>						
Fire Department Revenues	(7)	40,786	32,811	80 %	36,450	37,541
By-law and Parking Enforcement		26,800	21,201	79 %	28,138	35,025
Provincial Offences Act Revenue	(8)	25,000	6,852	27 %	25,000	16,570
<b>Total Fire and By-law Services</b>		92,586	60,864	66 %	89,588	89,136
<b>Public Works</b>						
Non-recreation Facilities and Beautification	(9)	20,000	2,648	13 %	49,000	11,764
Aggregate Resource Grant	(10)	40,000	-	- %	25,000	48,836
Miscellaneous	(11)	77,400	18,839	24 %	85,500	94,403
Fonthill/Hillside Cemeteries		76,500	45,532	60 %	76,500	115,009
<b>Total Public Works</b>		213,900	67,019	31 %	236,000	270,012
<b>Recreation, Culture and Wellness</b>						
Recreation and Wellness	(12)	195,100	39,694	20 %	364,520	229,395
Special Events and Festivals	(13)	147,770	22,850	15 %	147,770	15,990
Culture and Community Enhancement	(13)	75,000	11,400	15 %	75,000	2,121
Public Transit	(14)	120,000	75,000	63 %	274,500	253,215
MCC Facility	(15)	420,000	48,711	12 %	786,342	768,595
<b>Total Recreation, Culture and Wellness</b>		957,870	197,655	21 %	1,648,132	1,269,316
<b>Community Planning and Development</b>						
Building Department Revenues	(16)	650,500	522,999	80 %	600,500	621,698
Planning Fees		160,340	71,268	44 %	140,340	238,148
Municipal Drainage		-	-	- %	-	23,889
<b>Total Community Planning and Development</b>		810,840	594,267	73 %	740,840	883,735
<b>Water and Wastewater</b>						
Water Revenues		3,290,641	1,631,829	50 %	2,948,982	3,166,304
Wastewater Revenues		2,487,167	1,233,566	50 %	2,161,293	2,310,079
<b>Total Water and Wastewater</b>	(17)	5,777,808	2,865,395	50 %	5,110,275	5,476,383
<b>GRAND TOTAL</b>		\$ 25,154,332	\$ 12,730,952	51 %	\$ 23,739,840	\$ 25,674,263

Appendix 1  
Monthly Revenue Report at June 30, 2021 (50% of time lapsed)

Explanatory Notes:

- (1) Taxation revenue based on budget, final tax bills sent out in June.
- (2) The majority of supplemental revenue is collected June through November.  

Supplementary/omitted taxes result from an addition, renovation, construction or class change that occurred on a property that was not previously recorded on the assessment roll. When supplementary/omitted assessment is added to the roll, additional property taxes can be collected for the current year, and if applicable, for any part of all of the two previous years as described in Section 34 of the Assessment Act.
- (3) OMPF payments for Q1-Q2 have been received; grant funding is expected for the Asset Management Analyst position.
- (4) Interest will be allocated to non-discretionary and obligatory reserves at year-end.
- (5) The Town carried forward \$621,259 in Phase 2 COVID-19 funding which must be used to offset COVID-19 operating pressures in 2021. In addition, \$347,890 in 2021 COVID-19 Recovery Funding was announced this year. Therefore total funding anticipated to offset COVID-19 operating pressures for 2021 is \$969,149. To date, revenue has been recognized to an amount equivalent to the direct costs being tracked, as well as lost revenues at the MCC. Revenue will be recognized to offset other COVID-19 operating pressures as the year progresses and the impact of COVID-19 is evaluated by the Treasurer.
- (6) Committee of Adjustment revenue fluctuates from year to year depending on applications received.
- (7) Grants of \$6,000 received for purchase of equipment and \$8,800 for safety training, which will have offsetting expenditures later in the year.
- (8) POA revenues are collected by the Region, and have been received for Q1.
- (9) Revenue is primarily related to cost recoveries for parks from spring to fall as well as Old Pelham Town Hall rental revenue, and none was received during closures due to COVID-19. Some parks recoveries collected in June.
- (10) Aggregate resource grant is received in September.
- (11) Climate Change grant funding anticipated in December.
- (12) Recreation and wellness revenue related to camps and swim primarily occurs in Q3.
- (13) Most recreation special event activity normally occurs in Q2 and Q3. Due to COVID-19 some events, including Summerfest and Supper Market, have been cancelled, while others will be modified and/or held virtually. Lost revenues are anticipated but there will be some expenditure savings to help offset.
- (14) MTO Community Transportation grant received for Q1 to Q3.
- (15) Decreased MCC facility revenues due to COVID-19 closures.
- (16) Increased building permit fees due to growth within the Town. Building department revenues in excess of expenditures will be transferred to its reserve.
- (17) Water and wastewater have been billed for January to June. Consumption tends to be higher in the summer.

Appendix 2  
Monthly Expenditure Report at June 30, 2021 (50% of time lapsed)

	Notes	2021			2020	
		Budget	Actual at Jun 30	Actual as a % of Budget	Budget	Actual at Dec 31
<b>Administration Services</b>						
Members of Council	(1)	\$ 269,900	\$ 140,308	52 %	\$ 218,670	\$ 264,598
CAO's Office		337,130	162,806	48 %	277,310	267,172
Human Resources	(2)	101,286	63,157	62 %	86,945	94,482
Marketing and Communication		131,078	61,958	47 %	130,670	111,730
<b>Total Administration Services</b>		839,394	428,229	51 %	713,595	737,982
<b>Clerk's Department</b>						
Clerk's Department and COA		363,413	176,571	49 %	356,450	370,816
<b>Corporate Services</b>						
Finance Department	(3)	897,558	424,247	47 %	820,165	1,118,414
Shared Administrative Overhead	(4)	951,699	613,867	65 %	736,043	1,939,928
Shared Information Technology	(5)	586,329	328,837	56 %	514,770	660,781
COVID-19 Direct Expenditures		-	238,888	- %	-	-
<b>Total Corporate Services</b>		2,435,586	1,605,839	66 %	2,070,978	3,719,123
<b>Fire and By-law Services</b>						
Fire Services	(6)	1,585,820	725,117	46 %	1,434,772	1,464,608
By-law and Parking Enforcement		239,230	111,222	46 %	203,928	199,341
Health and Safety		8,030	653	8 %	8,120	3,567
Crossing Guards	(7)	50,048	11,435	23 %	48,400	33,769
Animal Control		37,800	18,801	50 %	36,800	36,900
<b>Total Fire and By-law Services</b>		1,920,928	867,228	45 %	1,732,020	1,738,185
<b>Public Works</b>						
General Administration	(8)	1,261,885	963,361	76 %	1,336,942	1,362,705
Roadway Maintenance		4,408,938	2,257,482	51 %	4,191,665	4,169,359
Non-recreation Facilities and Beautification	(9)	2,451,522	1,074,344	44 %	2,272,451	2,284,529
Street Lighting		200,000	97,969	49 %	199,789	197,667
Fonthill and Hillside Cemeteries		131,650	58,380	44 %	130,280	169,175
Niagara Central Airport	(10)	27,621	21,035	76 %	27,621	25,327
<b>Total Public Works</b>		8,481,616	4,472,571	53 %	8,158,748	8,208,762
<b>Recreation, Culture and Wellness</b>						
General Administration		270,019	118,940	44 %	371,007	378,685
Recreation and Wellness	(11)	320,031	106,048	33 %	386,775	330,388
Special Events and Festivals	(11)	275,331	61,943	22 %	271,070	132,057
Culture and Community Enhancement	(11)	171,897	49,655	29 %	157,700	55,049
Public Transit	(12)	299,486	172,618	58 %	526,570	374,990
MCC Facility	(13)	1,782,618	616,872	35 %	1,631,749	1,734,169
Libraries		877,164	438,582	50 %	864,218	864,218
<b>Total Recreation, Culture and Wellness</b>		3,996,546	1,564,658	39 %	4,209,089	3,869,556
<b>Community Planning and Development</b>						
Building Department	(14)	650,500	342,545	53 %	600,500	621,697
Planning and Zoning		653,978	318,943	49 %	727,810	854,737
Municipal Drainage		34,563	16,323	47 %	60,375	77,025
<b>Total Community Planning and Development</b>		1,339,041	677,811	51 %	1,388,685	1,553,459
<b>Water and Wastewater</b>						
Water		3,290,641	1,640,186	50 %	2,948,982	3,166,300
Wastewater		2,487,167	1,191,686	48 %	2,161,293	2,310,080
<b>Total Water and Wastewater</b>		5,777,808	2,831,872	49 %	5,110,275	5,476,380
<b>GRAND TOTAL</b>		\$ 25,154,332	\$ 12,624,779	50 %	\$ 23,739,840	\$ 25,674,263

## Appendix 2

### Monthly Expenditure Report at June 30, 2021 (50% of time lapsed)

#### Explanatory Notes:

- (1) Municipal grants to be distributed later in the year and costs for emergency management consultant not yet incurred. To date, expenses for Integrity Commissioner are \$20,000 with \$15,000 budgeted.
- (2) Additional costs for recruitment; any recruitment costs which do not have offsetting savings through vacancies will be funded from the HR Capacity Building Reserve at year-end.
- (3) Tax write offs tend to occur later in the year.
- (4) Prepaid insurance has been expensed for the full year.
- (5) Some software licenses and support fees have been paid in full for the year.
- (6) Volunteer firefighter stipends are paid in November.
- (7) Savings on crossing guard wages due to school closures.
- (8) Significant debenture principal and interest has been paid.
- (9) Costs still to be incurred for major programs such as gypsy moth management, tree maintenance, and municipal grass cutting, as well as debentures.
- (10) Contribution to the airport has been paid for the year, reduced by repayment of \$4,551 for the 2019 Air Race Classic.
- (11) Most recreation and wellness camp and swim activity normally occurs in Q2 and Q3. Due to COVID-19 some events, including Summerfest and Supper Market, have been cancelled, while others will be modified and/or held virtually. Lost revenues are anticipated but there will be some expenditure savings to help offset.
- (12) Payments have been made to Niagara Region for On-Demand transit services approximately to July.
- (13) Reduced labour costs during temporary facility closure.
- (14) Increased contracted services offset by increased building permit revenues.

	Notes		2021			Actual 2021					
			Budget	Actual YTD Total	Actual as a % of Budget	Jan	Feb	Mar	Apr	May	Jun
<b>MCC Revenues</b>											
Arena Revenues	(1)		\$ 355,000	\$ 40,441	11 %	\$ 383	\$ (1,430)	\$ 43,270	\$ (1,782)	\$ -	\$ -
Multi-Purpose Space Revenues	(2)		36,000	1,184	3 %	866	97	308	(87)	-	-
Gymnasium Revenues	(3)		25,000	9,562	38 %	-	-	9,352	210	-	-
Programming Revenues	(4)		75,500	-	- %	-	-	-	-	-	-
Grants - Other	(5)		42,700	32,664	76 %	21,989	-	-	10,675	-	-
Other Rev. - Miscellaneous			40,800	798	2 %	(9)	-	-	-	724	83
Other Revenues - Advertising	(6)		10,000	-	- %	-	-	-	-	-	-
<b>Total Revenues</b>		(a)	585,000	84,649	14 %	23,229	(1,333)	52,930	9,016	724	83
<b>MCC Expenditures</b>											
Salaries and Benefits	(7)		1,399,281	501,534	36 %	76,539	78,945	87,937	86,270	83,033	88,810
Professional Development			10,900	8,142	75 %	2,648	2,640	2,854	-	-	-
Associations and Memberships			5,000	1,978	40 %	1,528	-	450	-	-	-
Travel			3,600	-	- %	-	-	-	-	-	-
Hydro			350,000	117,535	34 %	23,383	23,694	23,561	20,990	25,907	-
Natural Gas			65,000	37,529	58 %	6,283	8,018	6,296	6,127	5,735	5,070
Water	(8)		40,000	18,963	47 %	-	4,685	-	7,002	-	7,276
Telephone			14,060	4,280	30 %	715	714	713	712	715	711
Office Supplies			6,650	1,917	29 %	93	178	519	145	164	818
Materials and Supplies	(9)		47,450	31,483	66 %	3,901	2,050	951	12,991	7,954	3,636
Furniture and Equipment			6,000	-	- %	-	-	-	-	-	-
Materials and Supplies - Janitorial			50,000	2,614	5 %	1,186	-	630	597	46	155
Fuel			4,850	788	16 %	24	25	392	298	24	25
Internet			12,000	4,946	41 %	824	825	824	824	824	825
Insurance	(10)		54,594	52,885	97 %	-	-	52,885	-	-	-
Contract Services - Janitorial			13,500	6,238	46 %	742	327	313	866	1,000	2,990
Contract Services - Other			134,131	45,134	34 %	9,824	5,654	7,842	8,864	3,734	9,216
Repairs and Maintenance			23,500	-	- %	-	-	-	-	-	-
<b>Total Expenditures before Debt and Other Items</b>		(b)	2,240,516	835,966	37 %	127,690	127,755	186,167	145,686	129,136	119,532
<b>Net Surplus (Deficit) before Debt and Other Items</b>		(c)= (a) - (b)	(1,655,516)	(751,317)	45 %	(104,461)	(129,088)	(133,237)	(136,670)	(128,412)	(119,449)
<b>MCC Debt Activity</b>											
Tax Levy Debenture Interest	(11)		(292,129)	(143,466)	49 %	-	(815)	(1,529)	(792)	(138,796)	(1,534)
Tax Levy Debenture Principal	(11)		(251,570)	(124,937)	50 %	(3,889)	-	(7,778)	(3,889)	(105,492)	(3,889)
Development Charge Revenue	(12)		630,063	317,023	50 %	317,023	-	-	-	-	-
Development Charge Debenture Interest	(12)		(360,268)	(183,203)	51 %	(183,203)	-	-	-	-	-
Development Charge Debenture Principal	(12)		(269,795)	(133,820)	50 %	(133,820)	-	-	-	-	-
<b>Pre-MCC RCW and Facility Net Costs</b>			970,110	485,055	50 %	80,843	80,843	80,843	80,843	80,843	80,840
<b>Grants - Safe Restart Covid Funding</b>			494,392	395,506	80 %	-	-	255,721	56,721	53,949	29,115
<b>Net Debt and Other Items</b>		(d)	920,803	612,158	66 %	76,954	80,028	327,257	132,883	(109,496)	104,532
<b>NET SURPLUS (DEFICIT)</b>		(e)= (c) + (d)	\$ (734,713)	\$ (139,159)	19 %	\$ (27,507)	\$ (49,060)	\$ 194,020	\$ (3,787)	\$ (237,908)	\$ (14,917)



Meridian Community Centre

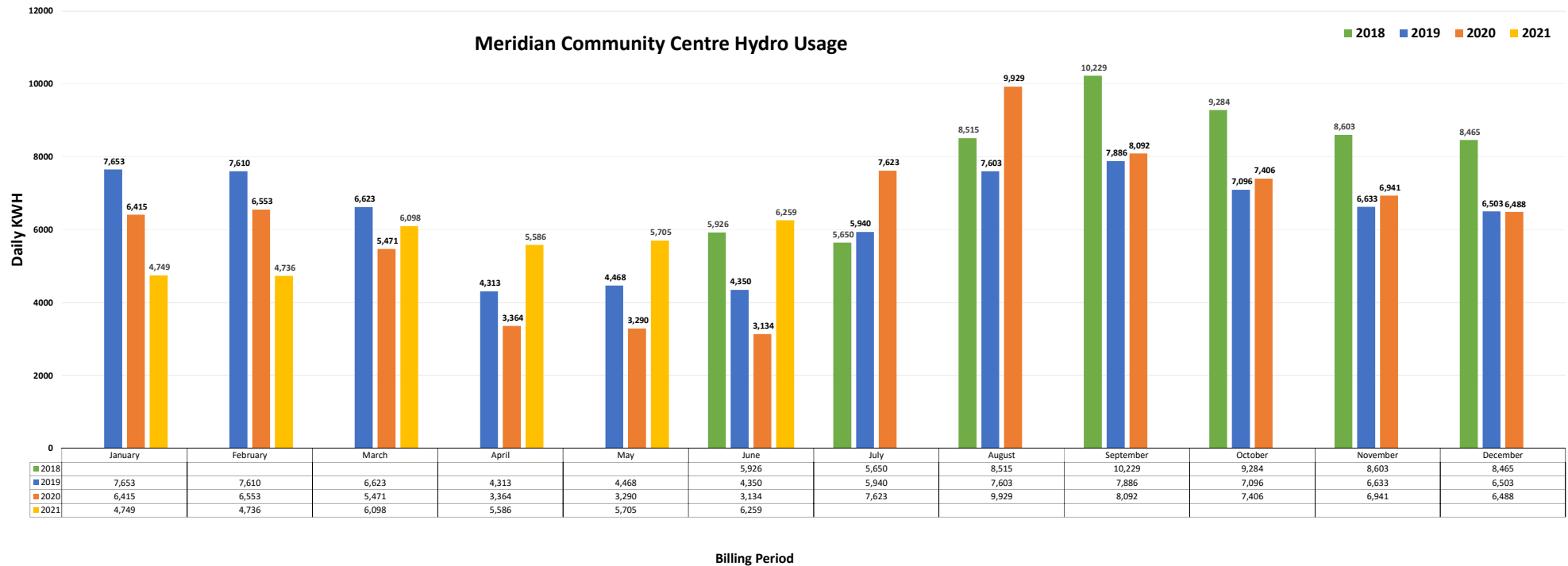
Appendix 3

Actual Results to Budget at June 30, 2021 (50% of time lapsed)

Explanatory Notes:

The COVID-19 pandemic resulted in the Meridian Community Centre being closed from January 1, 2021 to March 1, 2021. The facility was reopened on March 2, 2021 and closed again on April 3, 2021.

- (1) No arena revenue earned during closure; Safe Restart funding has been applied to offset COVID-19 operating pressures.
- (2) Minimal multi-purpose space revenues while facilities were unavailable due to COVID-19.
- (3) The impact of the COVID closure resulted in very low revenue, but March gymnasium revenues were 37% of budget for the year.
- (4) The majority of camp revenue is normally earned in the summer.
- (5) Senior Active Living Centre grant monies received for Q1 and Q2, and additional Senior Active Living Centre Special Grant of \$11,300 received in January, which has offsetting expenditures in April.
- (6) Advertising revenue will not be earned during facility closure.
- (7) Reduced wages during facility closure, slight increased staffing required for the vaccination clinics held at the MCC, which opened to the public in the month of April.
- (8) Water is billed bi-monthly.
- (9) COVID-19 direct costs are being tracked separately for reporting purposes and are excluded from this report; costs will be allocated to departments at year-end. Increased costs in April relate to the Senior Active Living Centre Special Grant and are offset by funding.
- (10) Prepaid insurance has been expensed in full for the year.
- (11) Tax levy debenture payments for the MCC are due in June and December and are paid before the end of the previous month. CIBC loan payments occur throughout the year.
- (12) Development charge debenture payments for the MCC occur in January and July.



Town of Pelham - Transit  
Appendix 4  
Actual Results to Budget at June 30, 2021 (50% of time lapsed)

	Notes	2021			Actual 2021					
		Budget	Actual YTD Total	Actual as a % of Budget	Jan	Feb	Mar	Apr	May	Jun
<b>Revenues</b>										
Grants - Provincial	(1)	\$ 120,000	\$ 75,000	63 %	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
<b>Expenditures</b>										
Salaries and Benefits	(2)	117,586	61,368	52 %	9,823	10,396	9,599	9,838	8,822	12,890
Contract Services - Bus	(3)	178,000	111,250	63 %	51,917	-	-	59,333	-	-
Interdepartmental Transfers	(4)	3,900	-	- %	-	-	-	-	-	-
<b>Total Expenditures</b>		299,486	172,618	58 %	61,740	10,396	9,599	69,171	8,822	12,890
<b>NET SURPLUS (DEFICIT)</b>		\$ (179,486)	\$ (97,618)	54 %	\$ (36,740)	\$ (10,396)	\$ 15,401	\$ (69,171)	\$ (8,822)	\$ 12,110
<b>Ridership 2021</b>	(5)		1,844		248	223	349	311	326	387
<b>Ridership 2020</b>			4,006		796	737	551	71	51	84

- Explanatory Notes:
- (1) MTO Community Transportation grant for Q1 to Q3 has been received.
  - (2) There were three pays in June.
  - (3) Payments have been made to Niagara Region for On-Demand transit services approximately to July.
  - (4) Interdepartmental transfers are allocations of costs from other department, such as facilities. These are recorded at year-end based on actual results.
  - (5) On August 17, 2020, Pelham Transit entered into a partnership with Niagara Region Transit to provide On-Demand transit services under a one-year pilot agreement. This pilot agreement has been extended to August 16, 2022.

Town of Pelham								Appendix 5
2021 Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures					Status
			Original Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
As at June 30, 2021								
INFORMATION TECHNOLOGY								
IT 01-21	Annual Equipment PSAB adds/replacements.	100180	32,000	1,483	1,237	2,720	8%	In progress.
IT 02-21	Innovation Technology.	100181	40,000	257	-	257	1%	In progress.
IT 03-21	Barracuda Spam Firewall.	100182	7,500	-	-	-	0%	Not yet started.
IT 04-21	MFA (Multi Factor Authentication) or 2FA Software.	100247	3,500	-	-	-	0%	Not yet started.
IT 05-21	Winfluid Server and Software Upgrade.	100248	9,000	-	9,294	9,294	103%	In progress.
IT 06-21	Cloud-managed network security appliance upgrade.	100249	10,000	10,411	-	10,411	104%	Completed.
Total Information Technology			102,000	12,151	10,531	22,682	22%	
FIRE & BY-LAW SERVICES								
FD 01-21	Bunker Gear.	200117	35,000	-	32,490	32,490	93%	In progress. Item on order.
FD 03-21	Replacement of Car 1.	200119	60,000	44,809	6,373	51,182	85%	Completed.
FD 04-21	Auto x Equipment Upgrade 1 Station.	200121	20,000	17,294	0	17,294	86%	Completed.
FD 05-21	Replacement of SCBA Air System Station 1.	200123	70,000	-	-	-	0%	RFP has been awarded.
Total Fire & By-Law Services			185,000	62,104	38,863	100,967	55%	
FACILITIES								
FAC 01-21	Concrete & Asphalt Repairs - Various Facilities.	300508	150,000	-	-	-	0%	Tender applications being reviewed.
FAC 02-21	Centennial Park Electrical Upgrades (Switch Gear inside).	300509	10,000	-	-	-	0%	In progress.
FAC 03-21	Old Pelham Town Hall - Foundation and Brick	300510	25,000	-	-	-	0%	In progress.
FAC 04-21	Marlene Stewart Streit Park Electrical upgrades.	300512	30,000	-	-	-	0%	In progress.
FAC 05-21	Clockwork Systems - Video Cameras for MCC.	300516	50,000	-	-	-	0%	In progress.
FAC 06-21	Energy Efficiency - Potential Grant.	300519	25,000	-	-	-	0%	In progress.
FAC 08-21	Fire Station #1 Design Consultant.	300523	50,000	-	-	-	0%	In progress. Tender in process: June 30.
Total Facilities			340,000	-	-	-	0%	

Town of Pelham								Appendix 5
2021 Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures					Status
			Original Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
As at June 30, 2021								
ROADS								
RD 01-21	Bridge Replacement Program: Sixteen Road (50m East of Maple).	300585	600,000	12,920	487,475	500,395	83%	In progress. Tender awarded to Rankin.
RD 02-21	Concrete Repair & Replacement Program.	300586	80,000	-	-	-	0%	Tender applications being reviewed.
RD 03-21	Culvert Replacement Program.	300587	60,000	-	-	-	0%	In progress. Tender due in July.
RD 04-21	Engineering.	300590	25,000	5,017	4,300	9,317	37%	In progress.
RD 05-21	Road Base and Surface Repair Program.	300592	150,000	-	-	-	0%	In progress. Tender applications being reviewed.
RD 06-21	Road Rehabilitation.	300593	500,000	-	-	-	0%	In progress. Tender awarded to Walkers Construction.
RD 08-21	Sign Retro-Reflectivity Assessment.	300596	15,000	-	15,000	15,000	100%	In progress. Coordinating with Niagara Region.
RD 09-21	Stormwater Facility Maintenance Repairs.	300597	20,000	-	-	-	0%	In progress. Tender due in July.
RD 10-21	Streetlights and Traffic Signal Maintenance.	300598	55,000	9,804	22,971	32,775	60%	In progress. Ongoing.
RD 11-21	Easement for Station Street storm outlet (previously RD 08-17).	300601	35,000	-	-	-	0%	In progress. Tender due July 31. Follow up with Town Solicitor.
RD 12-21	Roadside Ditching Program.	300603	71,690	-	37,194	37,194	52%	In progress. Tender due end of June.
RD 13-21	Road Reconstruction - Pelham St: Port Robinson Rd to John Street. Connected to WTR 02-21.	300604	3,892,500	-	2,940,908	2,940,908	76%	In progress. Tender awarded to Rankin. Project to start in July.
RD 14-21	Sulphur Springs Rd Rehabilitation - Site 1 & Site 2.	300605	170,000	-	-	-	0%	In progress. Duffin. Ongoing.
RD 15-21	Lookout Street Urbanization.	300607	105,431	105,431	-	105,431	100%	Complete.
RD 16-21	Design - Pelham St: Phase 3 and 4.	300612	135,000	-	-	-	0%	In progress. RFP going out in July.
RD 17-21	Effingham Street Safety Signage Improvements.	301025	44,500	12,813	-	12,813	29%	In progress.
RD 18-21	Design for Road Rehabilitation - Effingham St: Highway 20 to Tice.	301028	50,000	-	-	-	0%	In progress. RFP due late June.
Total Roads			6,009,121	145,985	3,507,848	3,653,833	61%	

Town of Pelham								Appendix 5
2021 Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures					Status
			Original Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
As at June 30, 2021								
FLEET								
VEH 01-21	Combined lease payments.	300871	32,340	16,719	25,760	42,479	131%	In progress.
VEH 02-21	Seasonal summer fleet rental.	300872	25,200	-	-	-	0%	In progress.
VEH 03-21	Seasonal winter fleet rental.	300873	25,550	24,321	2,555	26,876	105%	In progress.
VEH 04-21	Landscape Tractor (Replaces 2000 Kubota M4700).	300879	60,000	46,386	-	46,386	77%	Completed invoices outstanding.
VEH 05-21	Gang Mower 14' (Replaces unit 720 - 2004 Landpride Mower).	300881	25,000	22,302	-	22,302	89%	Completed invoices outstanding.
VEH 07-21	Purchase one-tonne truck.	300989	90,000	-	60,085	60,085	67%	In progress. Order placed. Cost savings available due to joint venture with Town of Lincoln.
Total Fleet			258,090	109,728	88,400	198,128	77%	
CEMETERIES								
CEM 01-21	Fonthill Cemetery - exit lighting /emergency lighting in maintenance shop.	400013	5,000	-	-	-	0%	In progress.
Total Cemeteries			5,000	-	-	-	0%	
WASTEWATER								
WST 01-21	Sanitary Lateral Replacement Program (5 laterals).	700178	80,000	36,724	-	36,724	46%	In progress. Ongoing.
WST 02-21	Sanitary Sewer Inspection, CCTV and Flushing Program.	700179	115,000	4,927	36,360	41,287	36%	In progress. Ongoing.
WST 03-21	Sanitary I/I Study Program - Planned Replacements and Rehabilitation.	700180	100,000	-	-	-	0%	In progress. Ongoing.
WST 04-21	Sanitary Sewer Capital Construction Repairs.	700181	60,000	-	-	-	0%	In progress. Ongoing.
Total Wastewater			355,000	41,651	36,360	78,011	22%	
WATER								
WTR 01-21	Water System Repair Equipment.	700274	30,000	2,616	-	2,616	9%	In progress. Ongoing.
WTR 02-21	Pelham St Watermain Replacement - Port Robinson Rd to John St. Connected to RD 13-21.	700275	80,000	-	-	-	0%	In progress. Tender awarded to Rankin. Project to start in July.

Town of Pelham								Appendix 5
2021 Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures					Status
			Original Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
As at June 30, 2021								
WTR 03-21	Clare Avenue Watermain Replacement - development driven.	700276	250,000	-	-	-	0%	Developing design RFP due end in July.
WTR 04-21	Station St: Hurricane Rd to Hwy 20, Watermain Replacement.	700277	175,000	-	-	-	0%	Developing design RFP due end in July.
WTR 05-21	Neptune Software Upgrade.	700352	14,000	-	-	-	0%	In progress. (check with Mike G.)
Total Water			549,000	2,616	-	2,616	0%	
PARK FACILITIES								
PRK 02-21	Simplistic Lines - Line painter.	500190	10,000	6,787	1	6,788	68%	In progress. Item received early May.
PRK 03-21	Playground Turf Repair.	500192	5,000	-	1,221	1,221	24%	In progress.
PRK 04-21	Harold Black Park Drainage Improvement.	500194	13,000	-	-	-	0%	In progress. ETA July.
PRK 05-21	General Park Furniture (Benches/Picnic Tables/Receptacles).	500195	10,000	-	10,000	10,000	100%	Completed. Invoices outstanding.
PRK 06-21	Centennial Park Soccer Field #1 Fence.	500196	25,000	-	22,993	22,993	92%	Completed. Invoices outstanding.
PRK 07-21	Centennial Park Diamond 3 Lighting.	500198	145,000	-	-	-	0%	Not yet started.
Total Park Facilities			208,000	6,787	34,215	41,002	20%	
COMMUNITY PLANNING & DEVELOPMENT								
PLN 01-21	Lot 177 Environmental Impact Study.	600122	45,000	-	-	-	0%	Not yet started.
PLN 02-21	Vision and Design for Town Square.	600138	20,000	-	-	-	0%	RFQ released.
PLN 04-21	Future Urban Land Needs Analysis.	600141	20,000	-	-	-	0%	On Hold Due to Regional Work.
PLN 05-21	East Fenwick Secondary Plan.	600142	10,000	-	-	-	0%	Not yet started.
Total Community Planning & Development			95,000	-	-	-	0%	
LIBRARY SERVICES								
LIB 01-21	Computer Services Development.	500278	17,500	-	-	-	0%	In progress.
Total Library Services			17,500	-	-	-	0%	
MUNICIPAL DRAINAGE								
DRN 01-21	Ridgeville and Nunn Municipal Drains Update to Assessment Schedule.	600140	50,000	-	9,880	9,880	20%	In progress.

Town of Pelham							Appendix 5	
2021 Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures					Status
As at June 30, 2021			Original Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
Total Municipal Drainage			50,000	-	9,880	9,880	20%	
TOTAL AS PER 2021 APPROVED BUDGET			8,173,711	381,021	3,726,097	4,107,118	50%	
RED-CIRCLED PROJECTS								
PRK 01-21	MSSP - Splash Pad.	500188	491,815		-	0%	Grant application pending.	
PRK 08-21	Centennial Park - Splash Pad.	500242	350,000		-	0%	Grant application pending.	
WTR 06-21	Watermain Extension to Service Splash Pad at MSSP.	700353	200,000		-	0%	Grant application pending.	
Total Red-Circled Projects			1,041,815	-	-	0%		
Grand Total			9,215,526	381,021	3,726,097	4,107,118	45%	



Town of Pelham										Appendix 5
Prior Year's Carry Forward Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures							Status
			Original Budget	Prior Years Actual	Carry Forward Amount	Actual	Committed	Total (Actual & Committed)	Total to date as a % of Carry Forward	
As at June 30, 2021										
INFORMATION TECHNOLOGY										
IT 04-19	Backup Generator for IT Server Room (Town Hall)	100165	46,000	-	46,000	-	-	-	0%	In progress. Three quotes have been obtained.
IT 01-20	Computer and Hardware Repair and Replacement	100170	32,000	-	32,000	-	-	-	0%	In progress.
IT 02-20	Tab Fusion Electronic Enhancement	100171	25,000	5,079	19,921	-	-	-	0%	In progress. RFP being worked on.
IT 03-20	Financial Reporting Software	100172	40,000	36,888	3,112	-	-	-	0%	In progress.
IT 05-20	Innovation Technology	100174	40,000	-	40,000	-	-	-	0%	In progress.
Total Information Technology			183,000	41,967	141,033	-	-	-	0%	
ROADS										
RD 12-18	Stormwater Facility Maintenance - Station, Timber Creek	300436	70,000	47,713	22,287	-	-	-	0%	In progress. Additional work at Station St Pond may be required.
RD 02-19	Concrete Repair & Replacement Program	300461	110,000	77,423	32,577	-	-	-	0%	In progress.
RD 08-19	Pelham Street Storm and Road Reconstruction - connected to RD 01-16 and WTR 03-19.	300467	2,436,055	2,038,521	397,534	5,569	3,913	9,482	2%	In progress. Contract with Charleton Group in progress. Construction is substantially complete. Final asphalt paving to be completed July 2021.
RD 10-19	Stormwater Facility Maintenance	300469	30,000	14,577	15,423	-	-	-	0%	In progress. Engineering assignment with consultant in progress.
RD 14-19	Sulphur Spring Drive Repair	300473	250,000	-	250,000	-	-	-	0%	In progress. Project has been awarded to Duffin. Additional funds of \$ 170K approved by Council on July 27th, 2020 for the 2021 budget under RD 14-21.
RD 01-20	Bridge Design Program - Balfour St and 16 Road	300490	100,000	16,250	83,750	30,002	50,028	80,030	96%	In progress.
RD 02-20	Roadside Ditching	300491	75,000	69,036	5,964	120	6,796	6,916	116%	Completed.
RD 03-20	Road Reconstruction - Pelham St: College St to Port Robinson Rd - connected to WTR 01-20	300492	1,079,519	795,886	283,633	60,496	200,900	261,396	92%	Completed. Invoices outstanding.
RD 04-20	Bridge/Culvert Appraisal (legislated) - Retaining Walls and Easements	300493	20,000	12,509	7,491	-	-	-	0%	Completed.
RD 06-20	Culvert Replacement	300495	60,000	24,912	35,088	-	-	-	0%	Complete. Savings on this project to be allocated to RD 13-21.
RD 07-20	Effingham Storm Design - Hwy 20 to Canboro	300496	50,000	-	50,000	-	-	-	0%	In progress. RFP for July.
RD 08-20	Engineering	300497	35,000	6,670	28,330	13,961	2,800	16,761	59%	In progress. Ongoing.
RD 10-20	Road Rehabilitation	300499	450,000	188,703	261,297	123,461	47,934	171,395	66%	Completed. Invoices outstanding.
RD 12-20	Stormsewer Extension - Along Quaker	300501	200,000	-	200,000	-	-	-	0%	Waiting for developer.
RD 13-20	Sulphur Springs Rd Rehabilitation - Site 1 & 2	300502	300,000	-	300,000	-	-	-	0%	In progress.

Town of Pelham										Appendix 5
Prior Year's Carry Forward Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures							Status
			Original Budget	Prior Years Actual	Carry Forward Amount	Actual	Committed	Total (Actual & Committed)	Total to date as a % of Carry Forward	
As at June 30, 2021										
RD 14-20	Station Street Storm Pond	300503	300,000	-	300,000	10,105	131,380	141,485	47%	In progress. Awarded to Duffin in spring 2020. Work has not commenced yet. Design work is ongoing with NPCA and Hydro One.
RD 15-20	Foss Resurfacing (linked to WST 06-20)	300504	500,000	-	500,000	-	-	-	0%	Report coming to Council August 2021.
RD 17-20	Rice Road Landscaping Feature	300506	48,120	-	48,120	-	-	-	0%	In progress. To be tendered in Summer 2021.
Total Roads			6,113,694	3,292,202	2,821,492	243,713	443,751	687,464	24%	
FACILITIES										
FAC 03-18	Tice Road Operations Centre - Man Door Repairs, insulation and vapour barrier in north bay - FCA Critical 2016	300405	37,000	29,970	7,030	5,564	-	5,564	79%	Completed. Invoices outstanding.
FAC 03-19	Municipal Building - foundation, structural, waterproofing, exterior / interior painting - FCA Critical 2016	300448	55,000	36,077	13,148	11,377	-	11,377	87%	Completed.
FAC 01-20	Concrete & Asphalt Repairs - Various Facilities	300475	10,000	3,278	6,722	-	-	-	0%	In progress. Ongoing.
FAC 02-20	Masonry Repairs - Highland Ave, Hillside/Fonthill Cemetery	300476	30,000	-	30,000	-	-	-	0%	In progress.
FAC 03-20	Facility Condition & Accessibility Assessment	300477	75,000	-	75,000	39,224	9,900	49,124	65%	In progress.
FAC 04-20	Tice Road Operations Centre - Electrical Upgrades	300478	6,500	4,393	2,107	-	-	-	0%	Completed. Invoices outstanding.
FAC 08-20	Centennial Park Hydro Service	300482	15,000	12,415	2,585	-	-	-	0%	In progress.
FAC 10-20	Flag Poles	300483	6,000	3,765	2,235	-	-	-	0%	In progress.
Total Facilities			234,500	89,897	138,827	56,164	9,900	66,064	48%	
FLEET										
VEH 04-20	Combination Snow Plow & Spreader Unit - replaces Truck 420	300487	320,000	-	320,000	-	245,585	245,585	77%	Snow plow has been ordered. Delivery date for June 2021.
VEH 05-20	Work Truck - Replaces Truck 127	300488	35,000	-	35,000	35,704	-	35,704	102%	Completed.
Total Fleet			355,000	-	355,000	35,704	245,585	281,289	79%	

Town of Pelham										Appendix 5
Prior Year's Carry Forward Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures							Status
As at June 30, 2021			Original Budget	Prior Years Actual	Carry Forward Amount	Actual	Committed	Total (Actual & Committed)	Total to date as a % of Carry Forward	
WASTEWATER										
WST 04-18	Foss Road Upgrade existing sewer from 350 to 450mm diam	700156	592,800	65,277	38,236	-	29,637	29,637	78%	In progress. Detailed design assignment currently being completed. Project delayed due to CP Rail.
WST 01-19	Design - Church Street Upgrade - connected to WST 05-20 and CC 700182 (2022 Project for \$1.5M to do the Church Street work)	700162	60,000	31,792	28,208	759	9,483	10,242	36%	In progress. Consultant Assignment awarded to Associated Engineering. Project delayed due to CP Rail.
WST 05-19	Sanitary Sewer Capital	700166	80,000	16,311	63,689	-	36,518	36,518	57%	In progress. Project currently ongoing. Awarded to Duffin Contracting.
WST 01-20	Sanitary I/I Study Program - Planned Replacements and Rehabilitation	700170	100,000	-	100,000	-	-	-	0%	In progress. Multiple projects. ETA August/September.
WST 02-20	Sanitary Lateral Replacement Program (5 laterals)	700171	60,000	-	60,000	-	-	-	0%	In progress.
WST 03-20	Sanitary Sewer Inspection, CCTV and Flushing Program	700172	74,000	59,750	14,250	103	-	103	1%	In progress.
WST 05-20	Church St Sanitary Upgrades - Permits and Reports - connected to WST 01-19 and CC 700182 (2022 Project for \$1.5M to do the Church Street work)	700174	50,000	42,871	7,129	-	-	-	0%	In progress. Waiting for CP Rail's approval.
WST 06-20	Foss Rd - Sanitary Sewer Installation (linked to RD 15-20)	700175	800,000	-	800,000	-	-	-	0%	Report coming to Council August 2021.
Total Wastewater			1,816,800	216,002	1,111,511	862	75,638	76,500	7%	
WATER										
WTR 01-18	Backflow Prevention Program	700158	50,000	13,985	36,015	-	-	-	0%	In progress. Consulting work is complete. Outstanding invoices to come regarding the work. Program will continue until funds run out.
WTR 02-18	Station Street: Hwy 20 to Port Robinson, Watermain Replacement - trench only	700159	847,652	817,162	30,490	(693)	1,368	674	2%	Completed. Invoices outstanding.
WTR 01-20	Pelham St Watermain Replacement: College St to Port Robinson Rd - connected to RD 03-20	700176	13,122	7,948	5,174	-	5,312	5,312	103%	Completed. Invoices outstanding.
WTR 02-20	Water System Repair Equipment	700177	30,000	8,326	21,674	-	-	-	0%	Completed.
Total Water			940,774	847,420	93,354	(693)	6,679	5,986	6%	

Town of Pelham										Appendix 5
Prior Year's Carry Forward Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures							Status
As at June 30, 2021			Original Budget	Prior Years Actual	Carry Forward Amount	Actual	Committed	Total (Actual & Committed)	Total to date as a % of Carry Forward	
PARK FACILITIES										
PRK 05-19	Centennial Park Electrical Upgrades	500176	13,500	11,635	1,865	-	-	-	0%	In progress.
PRK 03-20	River Estates Park Development	500184	300,000	-	300,000	-	-	-	0%	RFP awarded to ABC Recreation. ETA for Park Completion October 2021.
PRK 04-20	Turf Repair	500185	5,000	-	5,000	5,088	5,000	10,088	202%	In progress.
Total Park Facilities			318,500	11,635	306,865	5,088	5,000	10,088	3%	
COMMUNITY PLANNING & DEVELOPMENT										
PLN 01-19	Complete East Fenwick SP	600117	20,000	6,269	13,731	-	13,731	13,731	100%	In progress. Recieved EIS.
PLN 02-19	Complete Zoning By-law	600118	20,000	-	20,000	-	9,537	9,537	48%	On hold. Consultant to complete mapping once staff have document prepared.
PLN 01-20	Community Benefits Charge Strategy	600119	40,000	-	40,000	-	-	-	0%	Not yet started. Provincial Regulations were released in Sept 2020. There are 2 years to undertake this work. Requires Corporate Services input.
PLN 03-21	Comprehensive Parking Study	600139	60,000	6,019	53,981	-	34,820	34,820	65%	Not yet started. Provincial Regulations were released in Sept 2020. There are 2 years to undertake this work. Requires Corporate Services input.
Total Community Planning & Development			140,000	12,288	127,712	-	58,088	58,088	45%	
MUNICIPAL DRAINAGE										
DRN 01-20	Replace Farm Culverts	600120	30,000	-	30,000	-	-	-	0%	Completed.
DRN 02-20	Update Assessment Schedule for Big Creek Drain	600121	65,000	-	65,000	-	29,850	29,850	46%	In progress. Project awarded to K. Smart Associates.
Total Municipal Drainage			95,000	-	95,000	-	29,850	29,850	31%	

Town of Pelham										Appendix 5
Prior Year's Carry Forward Capital Projects - Second Quarter Reporting		Cost Centre	Expenditures							Status
As at June 30, 2021			Original Budget	Prior Years Actual	Carry Forward Amount	Actual	Committed	Total (Actual & Committed)	Total to date as a % of Carry Forward	
EAST FONTHILL										
RD 01-17	Summersides: Station to Wellspring (E. Fonthill)	300254	2,088,774	973,677	15,169	142	12,065	12,206	80%	In progress.
Total East Fonthill			9,962,737	4,219,951	15,169	142	12,065	12,206	80%	
Grand Total			20,160,005	8,731,363	5,205,963	340,980	886,556	1,227,536	24%	

## **Subject: 2021 LDD Moth Program Summary Report**

### **Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0115 – 2021 LDD Moth Program Summary Report, for information.**

### **Background:**

In 2020 Council approved the Gypsy Moth Management Policy S802-03 to address the periodic infestation of the *Lymantria dispar dispar* Moth (LDD Moth) experienced in the Town of Pelham.

This report serves to fulfill the requirements of the Policy S802-03 to inform Council on the effectiveness of the treatment program and present a post spray assessment and defoliation surveys of the treated areas.

The detailed assessment of the 2021 treatment program, prepared by Lallemand Inc./BioForest (BioForest), has been included as an attachment to this report as Appendix A.

### **Analysis:**

In 2021 the Town of Pelham treated a total of 113.1 hectares in the areas of Fenwick and Fonthill with two applications of Foray 48B (*Bacillus thuringiensis* var. *kurstaki* [BtK]) and applied at a rate of 4.0L/ha. The first application took place on May 20, 2021 and the second on May 31, 2021. Zimmer Air Services Inc. was the aerial applicator.

Assessment of the 2021 aerial spray program indicates that the program was effective by significantly reducing the forecasted defoliation and maintaining a healthy tree canopy. No branches within the spray areas showed greater than 25% defoliation and the majority had less than 5%.

While the management program effectively met the objectives of Policy S802-03 within the spray areas, many properties outside of those areas have experienced severe defoliation of their trees. Staff continued to receive reports from citizens regarding LDD Moth infestations in all areas of the municipality outside of the spray areas, including large rural properties and woodlots, and urban residential areas of

both Fonthill, and Fenwick, as well as along the border between the Town of Pelham and City of Welland.

Staff recommend that the LDD Moth Management Program continue as per Policy S802-03. Continuation would mean that egg mass surveys will be completed in January of 2022 to determine the level of infestation expected.

### **Financial Considerations:**

To date, the cost of the LDD Moth Management program in 2021 was \$146,900 (excluding applicable taxes). This included; \$105,800 for aerial spray services, \$35,780 for program consulting and execution, and \$5,400 for mail outs and print media communication. The approved budget 2021 budget was \$150,000. The remainder of the allotted budget will fund the Forestry Health Volunteer program.

### **Alternatives Reviewed:**

Policy S802-03 was approved for the management of the LDD Moth in 2020. The policy was based on the principals of Integrated Pest Management and provides a process to address the periodic infestations of the LDD Moth, including communication to Council regarding the efficacy of the program.

As staff are following the policy, no further alternatives were considered in the preparation of this report.

### **Strategic Plan Relationship: Strong Organization**

The tree canopy within the municipal boundary is vital to increasing the quality of life within the Town of Pelham.

### **Consultation:**

Lallemand Inc. / BioForest provided; 2021 LDD Moth Aerial Spray Program Summary Report.

### **Other Pertinent Reports/Attachments:**

Appendix A – 2021 LDD Moth Aerial Spray Program Summary Report  
Public Works Report #2021-0054  
Public Works Report #2021-0065  
LDD Moth Management Policy S802-03

### **Prepared and Recommended by:**

Ryan Cook, Dipl. MM, CRS

Manager of Public Works

Jason Marr, P. Eng.  
Director of Public Works

**Prepared and Submitted by:**

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



**CONFIDENTIAL**



Town of Pelham  
**2021 LDD Moth Aerial Spray Program**  
Summary Report

Prepared For:

JASON MARR  
DIRECTOR OF PUBLIC WORKS  
TOWN OF PELHAM  
20 PELHAM TOWN SQUARE, FONTHILL ON

Prepared By:

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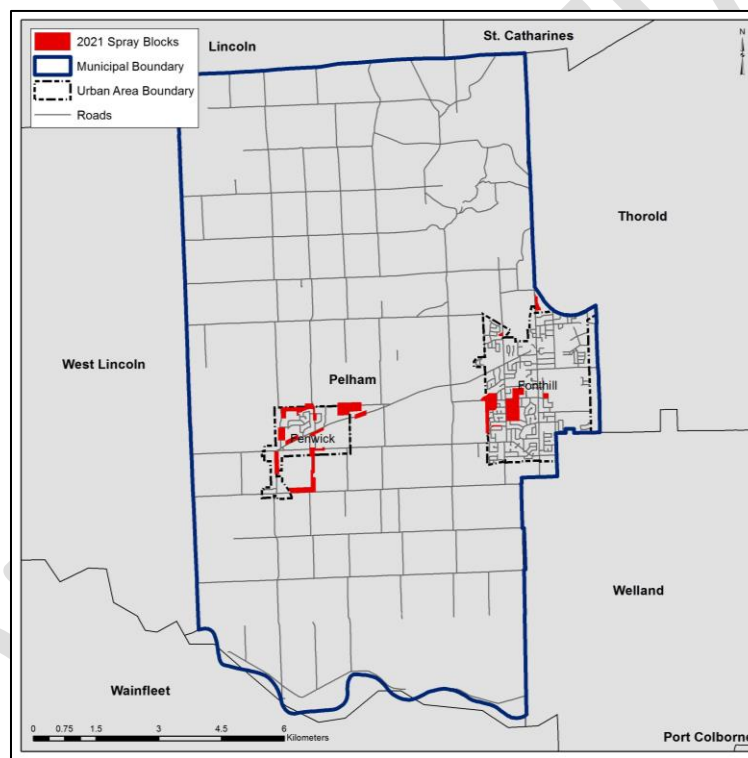
## Introduction

In May 2021, the Town of Pelham implemented an aerial spray program to treat various parts of the Town for *Lymantria dispar dispar* (“LDD moth”). The Town of Pelham’s management objective for this program, as per Policy No. S801-14 is to “...protect the tree canopy within its Municipal Boundary against tree mortality caused by defoliation by the LDD moth...”.

Lallemand Inc./BioForest (“BioForest”) was contracted by the Town to provide spray timing and assessment services. This report presents an overview of the spray program as well as the methods for, and the results of, the timing and assessment of the program.

## Program Overview

Figure 1 presents an overview of the LDD moth spraying that took place in the Town of Pelham in 2021.



**Figure 1. 2021 Town of Pelham LDD moth aerial spray program overview.**

In the Town of Pelham, a total of 113.1 hectares in areas of Fenwick and Fonthill were treated with two applications of Foray 48B (*Bacillus thuringiensis* var. *kurstaki* [Btk]), supplied by Valent BioSciences Corporation and applied at a rate of 50 BIU/4.0L/ha. The first application of Btk took place on May 20 and the second application took place on May 31. Zimmer Air Services Inc. was the aerial applicator.

## Methods

---

### Spray Timing

The benefits of using Btk to control LDD moth are maximized when first applications target host leaves that are providing an optimum deposit surface. For white oak and red oak, the target level of leaf development is 30-40% and 50-60%, respectively. These stages of leaf development typically coincide with first and second instar LDD moth larvae.

BioForest monitored LDD moth development using BioSIM, a software tool for predicting larval development. Host leaf development and egg mass hatch was monitored from field measurements.

### BioSIM Forecasts

BioForest used the latest version of the BioSIM phenology model developed by the Canadian Forest Service to provide advance indication of probable program start dates based on 90% LDD moth egg hatch. BioSIM was also used to assist with the timing of field activities.

### Host Development

To monitor host development, four development plots were established across the Town – two in Fenwick and two in Fonthill (Figure 2).

Sampling in development plots took place at regular intervals between April 27 and May 20. To track host leaf expansion in each development plot on each sample date, one 40cm branch was clipped from each of 10 trees, and 10 leaves were measured and compared to mature leaf size to determine percent development. When possible, the 10 trees sampled were five red oak and five white oak. When a representative branch could not be collected due to tree height, visual ground surveys were conducted using binoculars.

Egg hatch observations were made by marking 50 egg masses at each development plot and monitoring those same 50 egg masses for the duration of the assessment period. Field crews were careful to include egg masses at various heights and at different exposures, to account for these factors that influence egg hatch timing.

### Weather

On spray days, for both applications, BioForest field crews monitored weather conditions on the ground. Temperature, relative humidity, wind speed and direction were recorded every five minutes. Any significant deviations from specified weather parameters were reported to command central.

### Spray Assessment

#### Spray Deposit

For both applications, spray deposit was assessed using the ADAM (Accurate Deposit Assessment Method) Field Kit supplied by Valent BioSciences Corporation. Following each application, foliage samples from a representative number of trees were collected from six spray blocks within 8 hours. Foliage samples were stored at 4°C until they could be processed in the lab. All samples were processed within 24 hours of collection. The amount of deposit was determined for each sample, and a deposit index was calculated for each spray block sampled. The deposit index calculations were based on the following ADAM Kit deposit categories:

- 1 = nil (0 ng Btk/ml)
- 2 = low (< 20 ng Btk/ml)
- 3 = moderate (20 – 100 ng Btk/ml)
- 4 = high (> 100 ng Btk/ml)

## Defoliation Surveys

Host defoliation rates were assessed upon completion of LDD moth larval feeding. On June 30, BioForest staff evaluated defoliation in ten spray blocks, as well as at seven sites that were not included in the spray program. These seven sites had a severe defoliation forecast from the 2020 LDD Moth Egg Mass Surveys. Evaluated trees were a combination of red, white, and bur oaks, with some alternate host such as apple, basswood, cherry, poplar, and maple when oak was not available. Twelve branches from each tree were assessed and assigned one of the following six defoliation classes: <5%, 6-25%, 26-50%, 51-75%, 76-95%, or >95%.

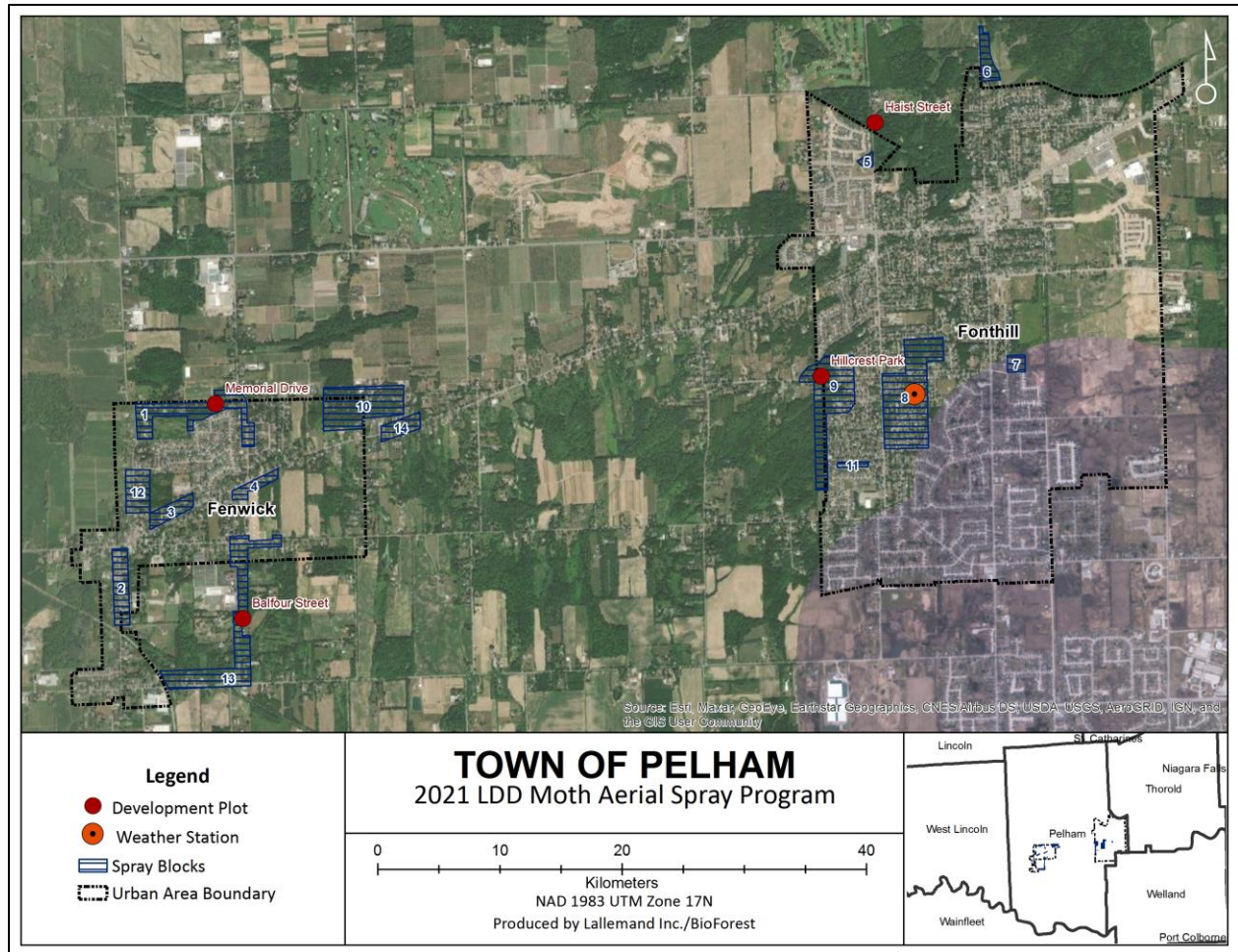


Figure 2. Development plots and weather station locations, 2021.



## Results

### Spray Timing

#### BioSIM Forecasts

The first BioSIM run on April 12, 2021 predicted that 90% egg hatch would occur in Pelham between May 11 and May 16 (Figure 3). This forecast window is early than normal for the Pelham area and was influenced by a few days of unseasonably warm temperatures during the week prior to the BioSIM run. To fine tune the model's prediction, field sampling to monitor host development and egg hatch began on April 27.

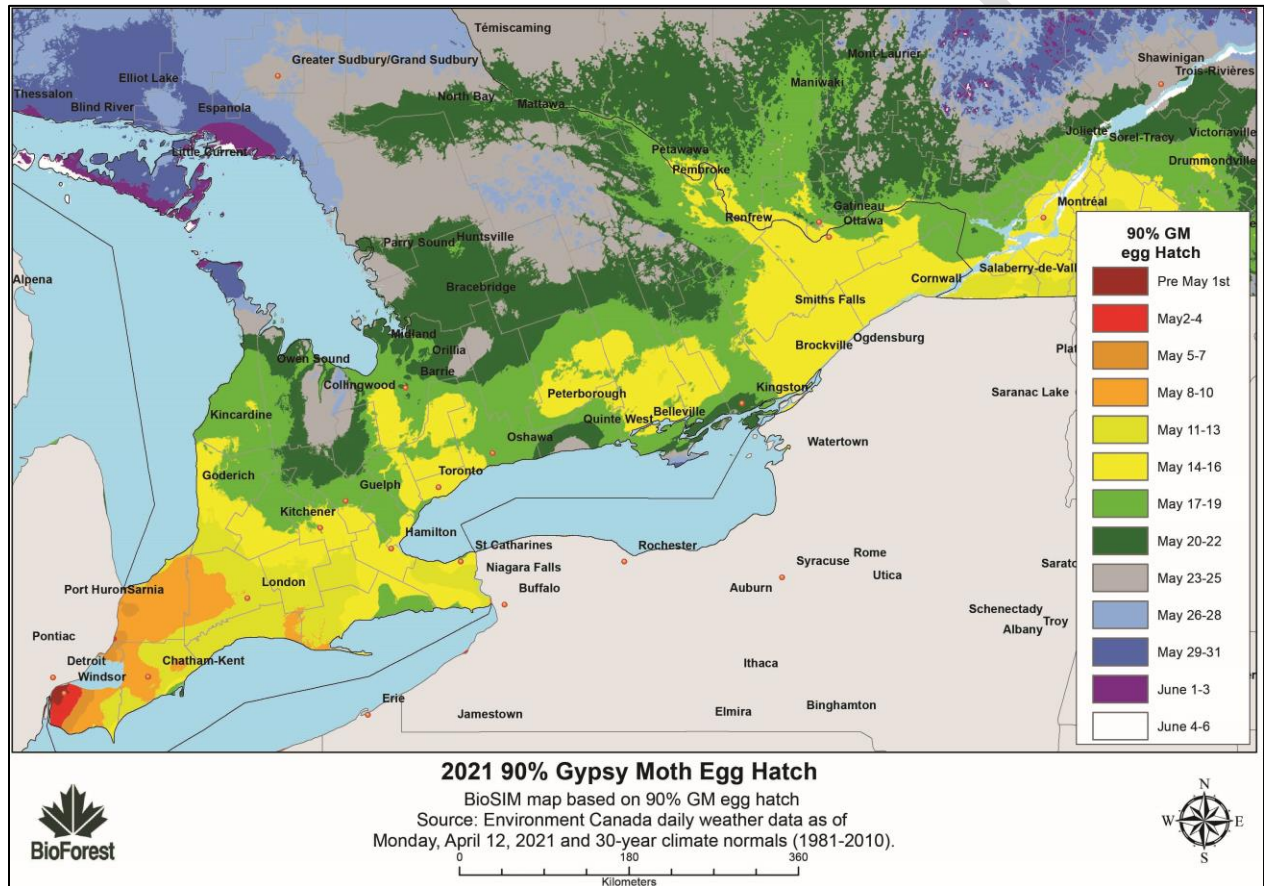


Figure 3. BioSIM prediction of 90% LDD moth egg hatch in southern Ontario, April 12 2021. Note: map title uses the old name for LDD moth, “gypsy moth”.

#### Host Development and Egg Hatch

Figure 4 presents red and white oak development from each of the development plots that were monitored. Figure 5 presents LDD moth egg hatch from each of the development plots where egg masses were monitored.

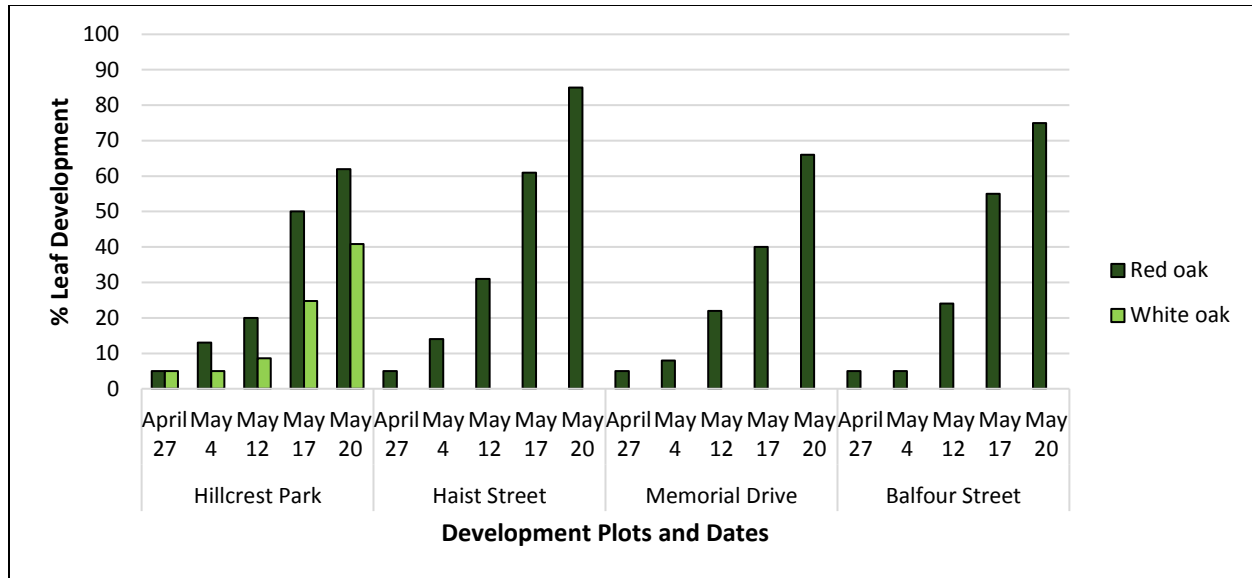


Figure 4. Percent development of red and white oak in development plots, 2021.

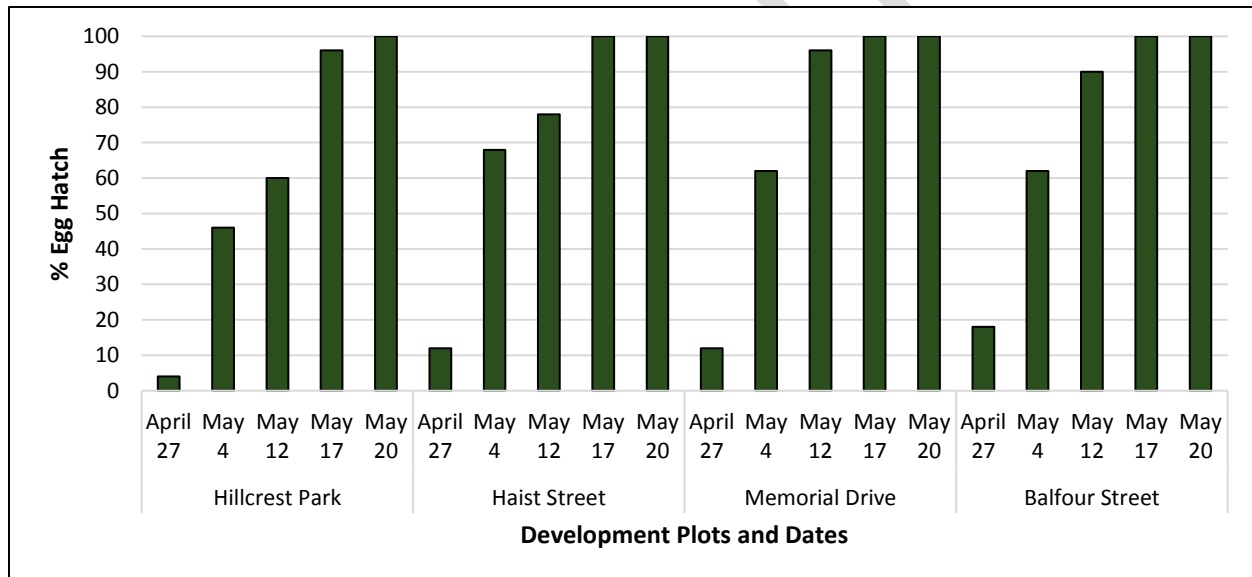


Figure 5. Percent LDD moth egg hatch in development plots, 2021.

Table 1 presents the application dates for each spray block and identifies which development plot was closest to each spray block. The first application occurred on May 20, when white oak development was at approximately 40.8%, red oak development ranged from approximately 62 to 85%, and egg hatch was observed to be 100% at all plots.

Table 1. First and second application dates for spray blocks.

Development Plot	Date of First Application	Date of Second Application	Spray Blocks Closest to Plot
Hillcrest Park	May 20	May 31	7, 8, 9, 11
Haist Street	May 20	May 31	5, 6
Memorial Drive	May 20	May 31	1, 3, 4, 10, 12, 14
Balfour Street	May 20	May 31	2, 13



## Weather

Spray weather parameters for the Town of Pelham aerial spray program were:

- Calm winds (less than 16 km/h)
- High humidity (> 40%)
- Temperatures between 2 and 25°C
- No precipitation within 24 to 48 hours

Detailed weather data collected on spray days is presented in Appendix A. Table 2 summarizes the weather data collected on each spray day, during the spray event (approximately 5:30 am to 7:30 am), and Figure 6, Figure 7, and Figure 8 graphically depict the ranges observed on the ground with the optimal spray parameters outlined.

Weather data was also collected for 48 hours prior to and following each spray event. This data is summarized in Table 3. Weather summaries for 48 hours prior to and following each 2021 Town of Pelham aerial spray date. Source: Environment Canada. Table 3.

**Table 2. Weather summaries for the 2021 Town of Pelham aerial spray events.**

Spray Date	Application	Blocks Sprayed	Weather Station	Average Wind Range (km/h)	Temperature Range (°C)	RH Range (%)
May 20	1	All	Fonthill	0 – 6.4	17.2 – 18.1	61 – 69
May 31	2	All	Fonthill	0 – 6.7	8.2 – 11.7	68 – 84

**Table 3. Weather summaries for 48 hours prior to and following each 2021 Town of Pelham aerial spray date.**  
Source: Environment Canada.

Date	Average Wind Range (km/h)	Temperature Range (°C)	RH Range (%)	Total Precipitation (mm)
May 18	12.6-16.1	6.9-24.6	61-84	0
May 19	12.6-16.0	8.4-28.0	55-72	0
May 21	12.5-15.9	13.9-29.7	75-89	0
May 22	12.4-15.8	15.0-28.0	79-93	0
May 29	12.1-15.3	5.1-15.0	41-84	0
May 30	12-15.3.0	3.2-18.3	67-78	0
June 1	11.9-15.2	9.9-23.0	61-91	0
June 2	11.9-15.1	8.3-24.9	60-97	4.2

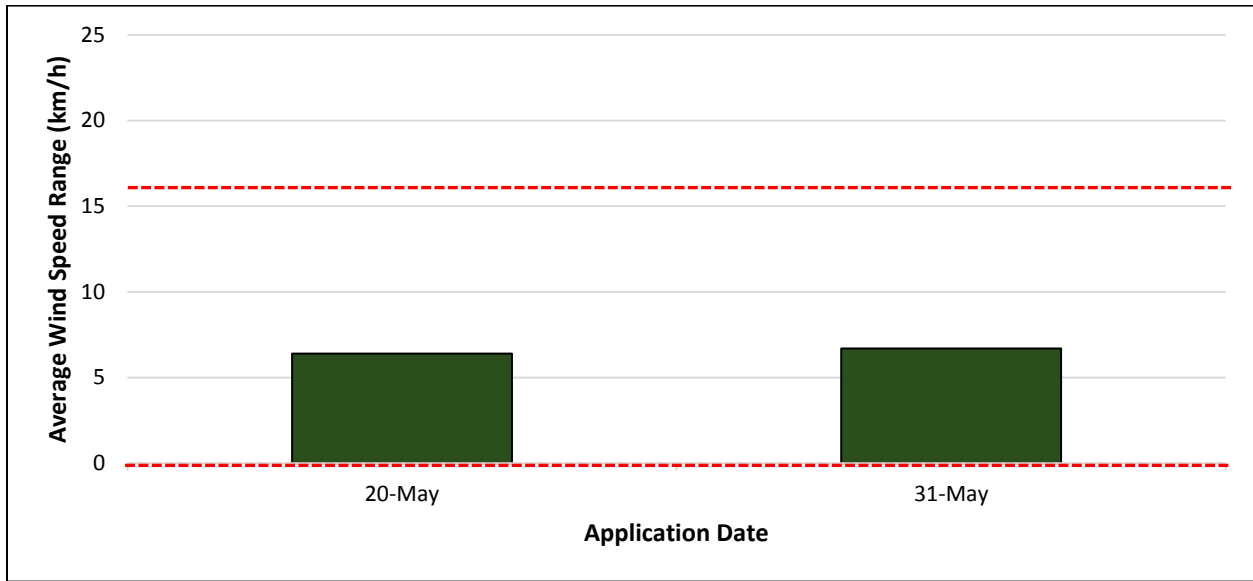


Figure 6. Average wind speed range (km/h) recorded during spray events. Dotted red lines represent optimal parameters.

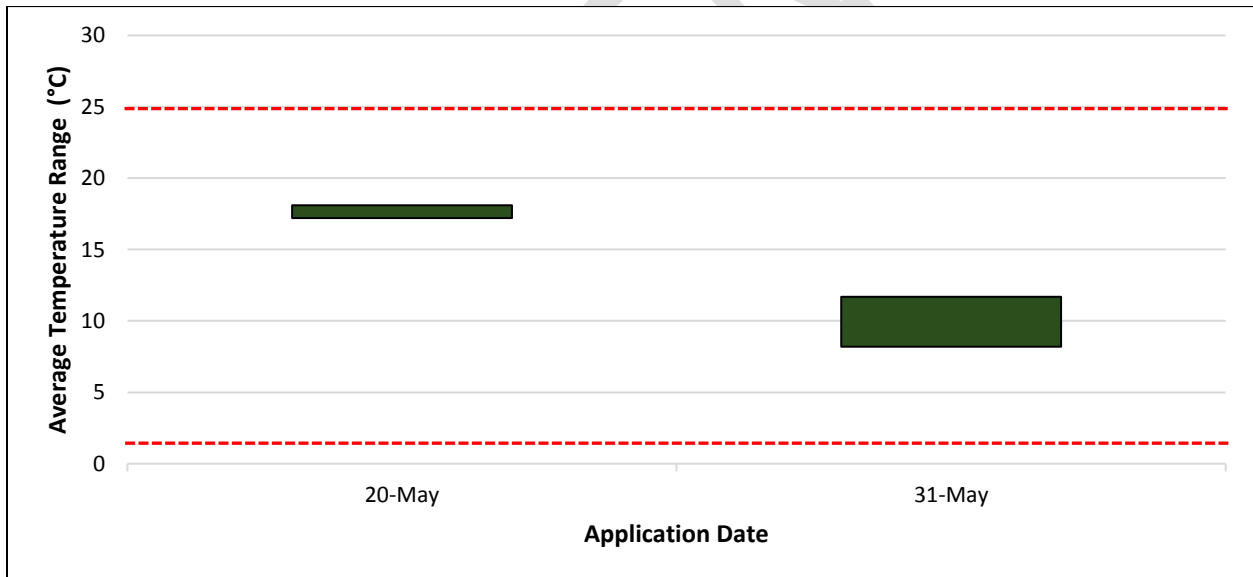


Figure 7. Average temperature range (degrees Celcius) recorded during spray events. Dotted red lines represent optimal parameters.

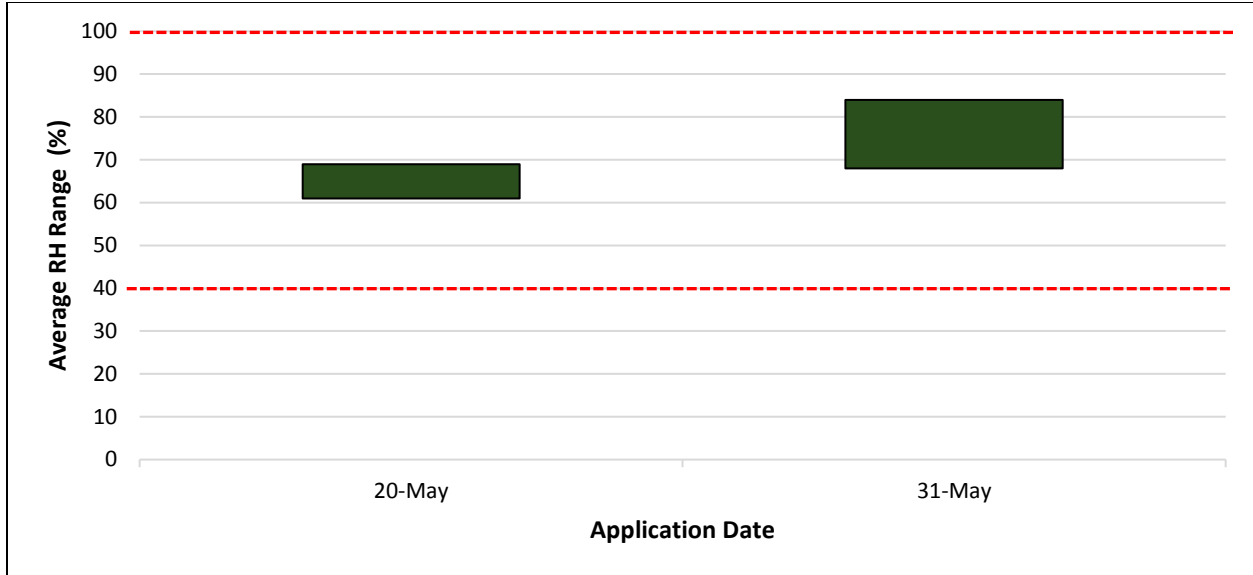


Figure 8. Average relative humidity range (%) recorded during spray events. Dotted red lines represent optimal spray parameters.

## Post-Spray Assessment

### Spray Deposit

After the first application the majority of branches sampled (94.4%), had Btk present (Figure 9). 27.8% of branches sampled had >100 ng Btk/ml (deposit index of 4), and 66.7% had 20 – 100 ng Btk/ml (deposit index of 3). After the second application, all branches sampled had Btk present. Table 4 presents the deposit index after each application for all six spray blocks sampled using the ADAM Kit methodology.

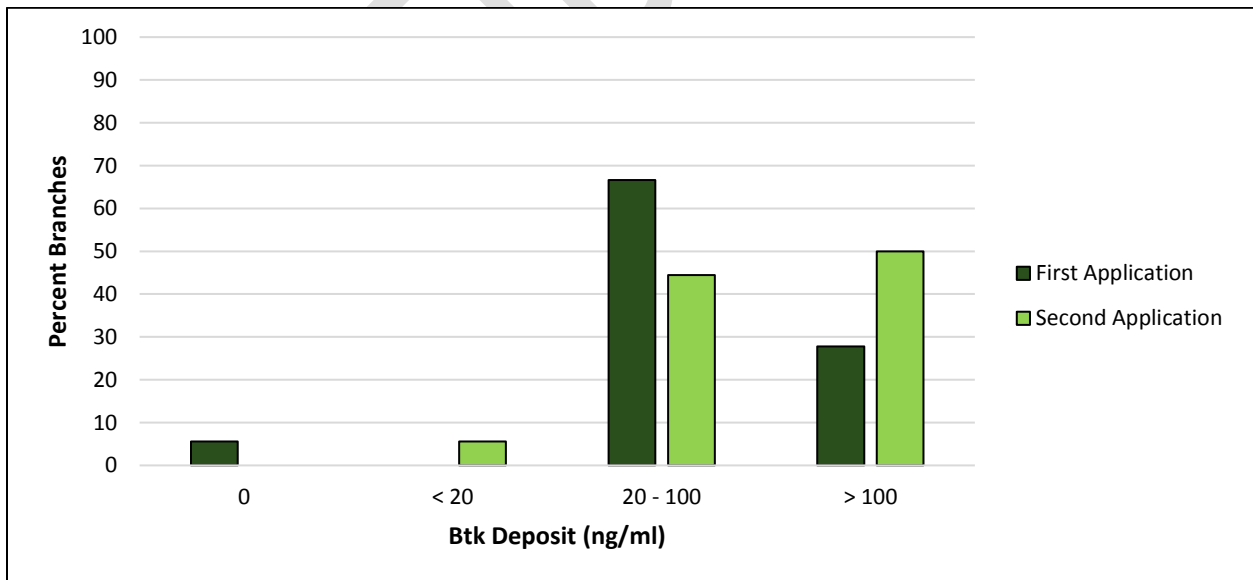


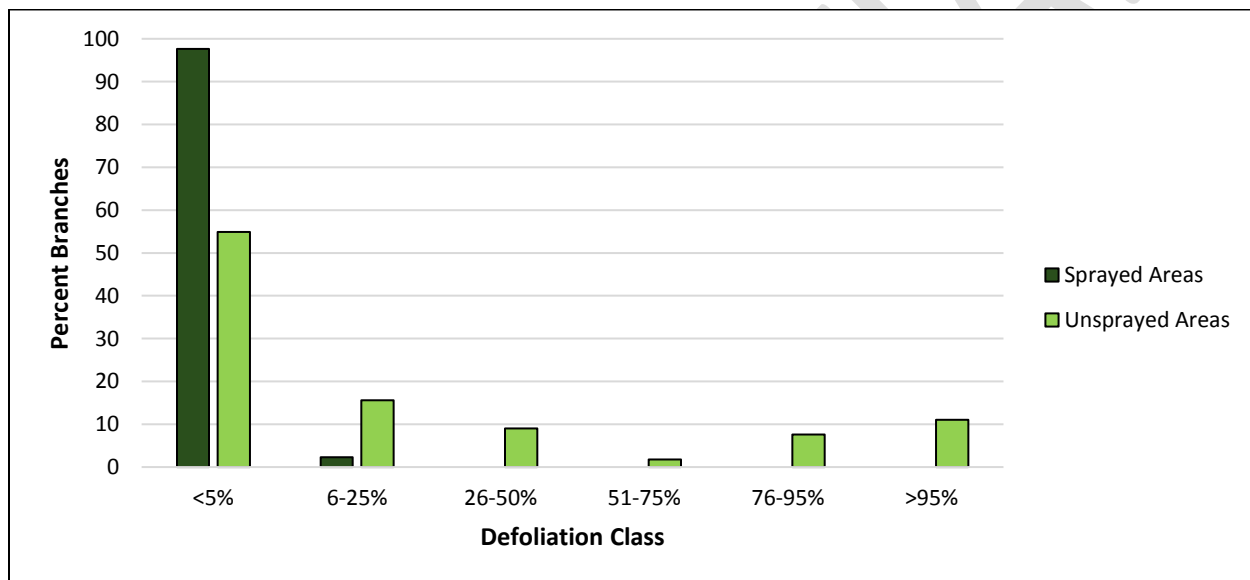
Figure 9. ADAM Kit results - amount of Btk on branches sampled from six spray blocks, 2021.

**Table 4. Average deposit index (ADAM Kit) after each application, 2021.**

Spray Block	Location	Average Deposit Index – First Application	Average Deposit Index – Second Application
1	Northwest Fenwick	3.3	3.3
4	Central Fenwick	2.7	3.3
8	East Fonthill	3.0	3.3
9	West Fonthill	3.0	3.7
10	Northeast Fenwick	3.3	3.7
13	South Fenwick	3.7	3.3

### Defoliation Surveys

Of the 120 trees that were evaluated for defoliation within the spray blocks, most branches (97.7%) had less than 5% defoliation (Figure 10). No branches had more than 25% defoliation. In unsprayed areas, almost half (45.1%) of branches had more than 25% defoliation and almost a quarter (20.5%) had more than 50% defoliation. In all unsprayed areas, larvae affected by both nuclear polyhedrosis virus (NPV) and *Entomophaga maimaiga* were observed.



**Figure 10. Percent branches in each defoliation class from ten spray blocks and seven unsprayed sites sampled, 2021.**

## Conclusion

The Town of Pelham's management objective for the aerial spray program, as per Policy No. S801-14, is to "...protect the tree canopy within its Municipal Boundary against tree mortality caused by defoliation by the LDD moth...". Assessment of the 2021 Town of Pelham aerial spray program indicates that the program was effective at achieving program goals by significantly reducing forecasted defoliation and maintaining a healthy tree canopy. Host development and egg hatch at the time of spraying were within acceptable ranges. For each of the spray dates, the average temperature and relative humidity were within acceptable spray parameters. Following the first application, the majority of branches sampled for deposit (94.4%) had Btk present and following the second application all branches sampled had Btk present. All blocks sampled had Btk present following both applications. No branches surveyed within the spray area had greater than 25% defoliation and most had less than 5% defoliation.

Appendix A: Spray block wind, temperature and relative humidity records for Town of Pelham spray days

Spray Day Weather Record										
Location: Baker Place						Date: Thursday May 20, 2021				
GPS Coordinates:			Zone	Easting		Northing				
			17N	639141		4765905				
Crew: SC			Application:			1st	2nd			
Time	Wind					Temperature		RH		Comments
	Avg		Max							
	kph	Direction	kph	Direction	Time	°C	↑ ↓ →	%	↑ ↓ →	
5:30 AM	0	-	-	-	-	17.7	→	61	→	
5:35 AM	0	-	-	-	-	17.6	→	62	→	over Fenwick
5:40 AM	0	-	-	-	-	17.6	→	62	→	
5:45 AM	0	-	-	-	-	17.5	→	63	→	
5:50 AM	0	-	-	-	-	17.4	→	63	→	
5:55 AM	0	-	-	-	-	17.4	→	63	→	
6:00 AM	0	-	-	-	-	17.3	→	64	→	
6:05 AM	0	-	-	-	-	17.2	→	65	→	
6:10 AM	0	-	-	-	-	17.4	→	65	→	
6:15 AM	0	-	-	-	-	17.4	→	66	→	
6:20 AM	1.3	NNW	4.9	NNW	6:25	17.4	→	66	→	
6:25 AM	1.7	NNW	2.1	NNW	6:27	17.5	→	67	→	finished Fenwick - refueling
6:30 AM	0	-	-	-	-	17.4	→	67	→	
6:35 AM	1.5	NNW	2.1	NNW	6:36	17.5	→	67	→	hear the helicopter in Fonthill
6:40 AM	0.7	NNW	1.5	NNW	6:44	17.5	→	68	→	
6:45 AM	1.1	NNW	2.7	NNW	6:46	17.4	→	68	→	
6:50 AM	0	-	-	-	-	17.4	→	68	→	
6:55 AM	3.1	NNW	6.4	NNW	6:57	17.5	→	68	→	helicopter overhead
7:00 AM	0.3	NNW	1.1	NNW	7:03	17.6	→	68	↑	RH trend change
7:05 AM	0	-	-	-	-	17.6	→	69	↑	
7:10 AM	1.4	SE	2.5	SE	7:11	17.7	→	68	↑	change in wind direction
7:15 AM	0.3	SE	1	SE	7:18	17.8	→	69	↑	
7:20 AM	0	-	-	-	-	17.9	→	69	↑	
7:25 AM	0	-	-	-	-	18.1	→	69	↑	helicopter done

Spray Day Weather Record											
Location: Baker Place						Date: Monday May 31, 2021					
GPS Coordinates:			Zone	Easting		Northing					
			17N	639141		4765905					
Crew: SC			Application: 1st 2nd								
Time	Wind					Temperature			RH		Comments
	Avg		Max		Time						
	kph	Direction	kph	Direction		°C	↑ ↓ →	%	↑ ↓ →		
5:30 AM	0	-	0	-	-	8.8	→	71	→	hear helicopter	
5:35 AM	0	-	0	-	-	8.6	→	71	→		
5:40 AM	0	-	0	-	-	8.5	→	73	→		
5:45 AM	0	-	0	-	-	8.5	→	74	→		
5:50 AM	0	-	0	-	-	8.5	→	75	→		
5:55 AM	0	-	0	-	-	8.4	→	76	→		
6:00 AM	0	-	0	-	-	8.5	→	77	→		
6:05 AM	0	-	0	-	-	8.2	→	78	→		
6:10 AM	0	-	0	-	-	8.2	→	80	→	wind direction changing	
6:15 AM	0.9	NW	2.3	NW	6:15 AM	8.3	→	81	→		
6:20 AM	0	-	0	-	-	8.5	→	83	→		
6:25 AM	0	-	0	-	-	8.8	→	84	→		
6:30 AM	0	-	0	-	-	9.1	→	82	↑	RH trend changing	
6:35 AM	0	-	0	-	-	10.0	→	81	↑		
6:40 AM	0	-	0	-	-	9.7	→	81	↑	helicopter in Block 8	
6:45 AM	0.5	NW	3.3	NW	6:48 AM	9.6	↑	81	↑	helicopter overhead	
6:50 AM	0	-	0	-	-	9.5	↑	81	↑		
6:55 AM	0	-	0	-	-	9.9	↑	79	↑		
7:00 AM	1.1	NW	2.4	NW	7:04 AM	10.5	↑	74	↑		
7:05 AM	2.5	NW	3.7	NW	7:05 AM	11.1	↑	74	↑		
7:10 AM	1.2	NW	4.1	NW	7:14 AM	11.0	↑	72	↑		
7:15 AM	1.5	W	4.2	W	7:15 AM	10.4	↑	72	↑	wind direction changing	
7:20 AM	2.3	W	6.7	W	7:24 AM	10.3	↑	72	↑		
7:25 AM	1.3	W	1.7	W	7:28 AM	10.3	↑	72	↑		
7:30 AM	2.3	W	3.1	W	7:31 AM	10.7	↑	72	↑		
7:35 AM	2.5	W	3.5	W	7:36 AM	11.7	↑	68	↑		

**Subject:** Information Update on Niagara Region's Proposed Elevated Water Tank in the Town of Pelham

**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0145 – Information Update on Niagara Region's Proposed Elevated Water Tank in the Town of Pelham, for information.**

**Background:**

The Niagara Region is undertaking a Class Environmental Assessment (Class EA) for a new Pelham Elevated Water Storage Tank and transmission system upgrade. This project is part of the recommended improvements from the recent Niagara Regional Water and Wastewater Master Servicing Plan to the Pelham Water System. The purpose of this project and study is to address adequate storage, system pressure and capacity to support growth.

A Public Information Centre (PIC) was completed by Niagara Region on October 16<sup>th</sup>, 2019 at the Pelham Fire Station 1 located at 177 RR 20, Fonthill. The meeting was open to all stakeholders to the project including the public. The Region, along with its engineering consultant, RV Anderson, facilitated the meeting and presented options to the public. Following this meeting, the Region and its consultant reviewed the feedback and comments received from the public for reconsideration of the potential alternatives. Based on the comments received and following a further analysis of the alternatives the Region has identified the preferred location of the proposed elevated water tank.

A Public Information Centre (PIC) is scheduled for August 31<sup>st</sup>, 2020, from 6pm to 8pm. The meeting will be held in a virtual format. Starting on Aug 31<sup>st</sup>, the project presentation, information and comment forms can be found on Niagara Region's website: **[niagararegion.ca/projects/pelham-elevated-tank/](https://niagararegion.ca/projects/pelham-elevated-tank/)**.



The PIC will provide a presentation of the preferred solution and will allow the public and other stakeholders to provide further comments and feedback.

The Niagara Region's Public Information Notice has been added as an attachment to this report.

**Analysis:**

This project is being undertaken by the Regional Municipality of Niagara to increase their storage capacity to support growth as well as improve system pressure.

**Financial Considerations:**

There are no financial considerations for the Town of Pelham during this stage in the project. The Town of Pelham Water Distribution System may require minor alterations or improvements in the future depending on the location of the new elevated tank, however these will not be known until later in the design process.

**Alternatives Reviewed:**

No alternatives were reviewed as this project is being undertaken by the Regional Municipality of Niagara.

**Strategic Plan Relationship: Strong Organization**

The purpose of this report is to provide information to Council regarding the Pelham New Elevated Tank and Enhanced Conceptual Design Project Public Information Centre.

**Consultation:**

Town of Pelham staff have been in consultation with the Regional Municipality of Niagara and their design consultant R.V. Anderson Associates.

**Other Pertinent Reports/Attachments:**

Region of Niagara Notice of Public Information Centre #2  
2019-0100 Information Regarding the Pelham New Elevated Tank and

## Enhanced Conceptual Design Project Public Information Centre

### **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



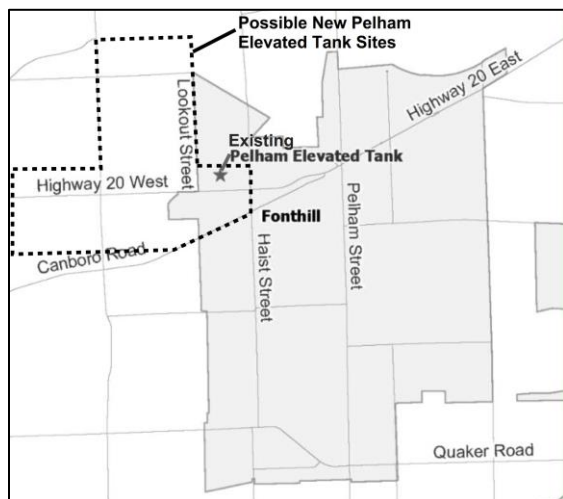
## Notice of Public Information Center No. 2

### Pelham Elevated Tank Municipal Class Environmental Assessment and Enhanced Conceptual Design

Niagara Region is undertaking a Class Environmental Assessment for a new Pelham Elevated Water Storage Tank and transmission system upgrades. This project is part of the recommended improvements from the Water and Wastewater Master Servicing Plan to the Pelham Service Area of the Welland Water System. The purpose of the study is to address adequate storage, pressure, and capacity to support growth. The study follows the Schedule 'B' Municipal Class Environmental Assessment process as set out by the Municipal Engineers Association (October 2000 amended in 2007, 2011 and 2015).

The new Pelham Elevated Water Storage Tank is an important project to both the community and Niagara Region. We heard your comments at the November 2019 Public Information Center (PIC) for additional consultation and review of the potential sites for the new elevated water storage tank. Based on this, the Project Team has reconsidered and re-evaluated suitable sites within the Town of Pelham for the construction of a new elevated water storage tank and the necessary improvements to the existing water system and identified a recommended solution.

### Map of Area Evaluated for Possible Elevated Tank Sites





Starting on Aug 31, project presentation, information and comment forms can be found on Niagara Region's website: [niagararegion.ca/projects/pelham-elevated-tank/](https://niagararegion.ca/projects/pelham-elevated-tank/). We invite you to view the virtual PIC presentation and provide comments.

## Virtual Public Information Centre Timeline

**Tuesday, Aug. 31, 2021:** Project information, project overview video, and transcript posted on Niagara Region's website.

**Aug. 31 to Sept. 14, 2021:** Submit questions or comments via the online form.

**Sept. 28, 2021:** Responses to questions and comments will be posted to the website.

The virtual Public Information Center provides an introduction and overview of the Class Environmental Assessment process, the existing improvements that need to be addressed, potential sites that were considered for a new elevated water storage tank, and evaluation of the shortlisted sites.

Public consultation is critical to the success of the study and we encourage any interested parties to provide input by contacting one of the project team members.

**Michelle Miller, CET.**

Project Manager  
Water and Wastewater Engineering  
Public Works, Niagara Region  
3501 Schmon Pkwy., PO Box 1042  
Thorold, ON, L2V 4T7  
905-980-6000 ext. 3737  
[newpelhamelevatedtank@niagararegion.ca](mailto:newpelhamelevatedtank@niagararegion.ca)

**Rika Law, P.Eng., PMP®**

Project Manager and Associate  
R.V. Anderson Associates Limited  
43 Church St., Suite 104  
St. Catharines, ON, L2R 7E1  
905-685-5049 ext. 1209

Personal information collected or submitted in writing at public meetings will be collected, used and disclosed by members of Regional Council and Regional staff in accordance with the **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**. The written submissions including names, contact information and reports of the public meeting will be made available. Questions should be referred to the Privacy Office at 905-980-6000 ext. 3779 or [FOI@niagararegion.ca](mailto:FOI@niagararegion.ca).

If you require any accommodations for a disability in order to attend and participate in meetings or events, please let us know in advance so that arrangements can be made in a timely manner. Please contact the **Accessibility Advisory Coordinator** at 905-980-6000 ext. 3252 or [accessibility@niagararegion.ca](mailto:accessibility@niagararegion.ca).

This notice was first issued on Aug. 18, 2021.

**Subject:** Budget Estimate Update for Foss Road & Church St Sanitary Sewer Upgrades**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0144 - Budget Estimate Update for Foss Road and Church Street Sanitary Sewer Upgrades, for information**

**Background:**

The design of the Foss Road Sanitary Sewer Design project was awarded to GHD in 2018 and the Church Street Sanitary Sewer Design project was awarded to Associated Engineering (AE) in 2019. Existing sewer conditions, capacity concerns and lands near the area being developed has prompted the need for replacement. These are development driven projects funded in part by Development Charges. This area has also been identified in the Town's Sanitary I&I Study as a location of infiltration. The design for Foss Road is approximately 90% complete and the design for Church Street is also approximately 90% complete. These design projects are to be completed by October 2021 with the first project going to construction in Spring 2022 pending budget approval.

Fenwick is known to have a very sandy soil and high water tables creating difficulties for construction in the area. Following hydrogeological and geotechnical studies as well as discussions with GHD, Associated Engineering (AE) and Canadian Pacific Railway (CPR) with regards to this project, it was determined that additional funds for crossing the CP Railway will be required to complete these upgrades. From these discussions and previous studies, there are two important permits which will need to be obtained. A Permit to Take Water (PTTW) is required due to the soil conditions in the area. Water takings in Ontario are governed by the *Ontario Water Resources Act* (OWRA) and the Water Taking and Transfer Regulation (O. Reg. 387/04) under the Act. A Permit issued by CPR is also required for the approval to cross their corridor and install sanitary sewer under their railway tracks. Permit approvals need to be in place prior to construction in order to begin work in

2022.

The replacement of sanitary sewer along Foss Road between Church Street and the pumping station and along Church Street between Canboro Road and Foss Road is essential in allowing the Town to continue providing sufficient municipal sanitary services to the residents of Fenwick with no adverse effects. As new developments in Fenwick come online to the municipal wastewater system, issues of surcharging become possible, if not likely, without upgrades to these sanitary sewers.

**Analysis:**

Challenges that have arisen and increased the need for budget involve crossing the tracks, crossing the culverts in NPCA regulated lands, the need for new ECA approvals and unstable soil conditions.

Many discussions and options were explored when determining the most economical and acceptable solution to crossing the CP Railway. Ensuring the Town meets all specifications and requirements in place by CPR, conference calls with all stakeholders have been conducted to ensure all information is captured and sufficient.

After careful consideration and investigations, it was determined that a trenchless method of installing the new sanitary sewer across the CPR right-of-way is required. This can be accomplished several different ways; however, based on the sandy and wet soil conditions the consultant is recommending a micro-tunnelling method at the Foss Road crossing and a Jack & Bore method at the Church Street crossing. In addition, significant dewatering will be required along with the installation of sending and receiving shafts to be able to cross the tracks at both locations which is contributing to the increase in construction costs. Due to these factors, the budget for these construction projects will need to be increased to accommodate for these challenges.

Until the designs for each project are 100 percent complete including all relevant geotechnical studies, staff are not in a position to determine which of the two projects will be completed first. Staff anticipate that the designs will be completed in the fall of 2021 and will be presenting the projects to Council as part of the 2022 capital budget presentation.

**Financial Considerations:**

The total estimated construction costs for both of these projects will be approximately \$5,700,000. The estimated costs for the Foss Road project is \$3,400,000 and the estimated costs for the Church Street project is \$2,300,000. These costs include all sewer installation, road works, coordination with utilities, contract administration and inspection. The biggest increase in costs to complete the works is the requirements to construct under the CP Rail crossings and the permit from CP Rail.

The current budget for the Foss Road project is broken down as follows:

2020 Budget:      Sewer WST-06-20 - \$800,000 (Prior Approved)  
                         Road RD-15-20 - \$500,000 (Prior Approved)

The updated budget estimate for Foss Road construction will need to be updated to the following:

Sewer - \$2,900,000. (Additional \$2,100,000)  
Road - \$500,000 (no increase required)

The estimated budget for Church Street Sanitary Replacement will be:

Sewer & Road - \$2,300,000.00 (current capital forecast amount is \$1,548,000 which represents an estimated increase of \$752,000).

Staff will consider and review the possibility of deferring either project for a year, cancelling other project(s) so as to be able to complete these without dramatically increasing next year's budget, or recommending both proceed as planned with various different funding scenarios. Further discussion and reporting will be necessary on these topics. At the moment these reports serve to create awareness for both Council and the public.

**Alternatives Reviewed:**

An alternative reviewed was to cross the tracks using the micro tunneling method instead of the Jack & Bore method. This alternative appears to be less economical and was determined to not be required. Another alternative

which was considered was Pipe Ramming, this also proved to be slightly less economical and other factors such as the noise associated with this method needed to be considered for the residential area.

**Strategic Plan Relationship: Strong Organization**

Given the current capacity of the sewers and future development which will be contributing to our wastewater system, upgrades to the existing sewers will mitigate the risks of having it surcharge which may potentially damage homes, flood roads and cause environmental impacts in the area.

**Consultation:**

The CPR, NPCA and Environmental Compliance have all been consulted to meet all regulations.

**Other Pertinent Reports/Attachments:**

Not applicable

**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



## **Subject: Data Sharing Agreement with the Region of Niagara**

### **Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0141 – Data Sharing Agreement with the Region of Niagara;**

**AND THAT Council authorize the Town Clerk to sign the Amendment to the Data License and Reciprocity Agreement with the Region of Niagara.**

### **Background:**

Since 2011 the Town of Pelham has had data sharing agreements with the Region of Niagara for the sharing of orthophotography, i.e. aerial photography imagery, and GIS data related to the orthophotography. Every five years the Region of Niagara receives the aerial photography imagery from the Ministry of Natural Resources and Forestry (MNRF) through a Participation Agreement with the Ministry. The Data License and Reciprocity Agreement that the Region has with each of the local municipalities allows for the sharing of this data with local municipalities. These agreements with the local municipalities are amended each time there is new or updated aerial photography imagery made available. Most recently the 2020 region-wide aerial photography imagery from the MNRF has been made available to the Region. As a result, the Region of Niagara is requesting that the Amendment to the Data License and Reciprocity Agreement be executed and once executed, this will allow the Region to share the most current available aerial photography imagery data from 2020 with the Town of Pelham. The Region of Niagara shares this data with the local municipalities at no cost.

### **Analysis:**

The use of the most up-to-date aerial photography imagery is important to support Town staff being able to complete several tasks and undertake different types of analysis as well as respond to public inquiries. While the aerial imagery is used primarily by Planning and Engineering staff, it is also a useful tool for staff in other

departments as well. The execution of the Amendment to the Data License and Reciprocity Agreement will allow the Town to have access to the 2020 aerial photography imagery, which is the most up to date data. This in turn will allow staff to undertake more accurate reporting and analysis for various day-to-day tasks.

**Strategic Plan Relationship: Communication and Engagement**

The aerial photography imagery data is used by Town Staff in reports to Council to provide Council with information on property location, existing land uses, natural heritage features, etc., and as well is regularly used to convey information to the public and respond to public inquiries. In addition, staff utilize the data in completing different types of analysis in our day-to-day work.

**Other Pertinent Reports/Attachments:**

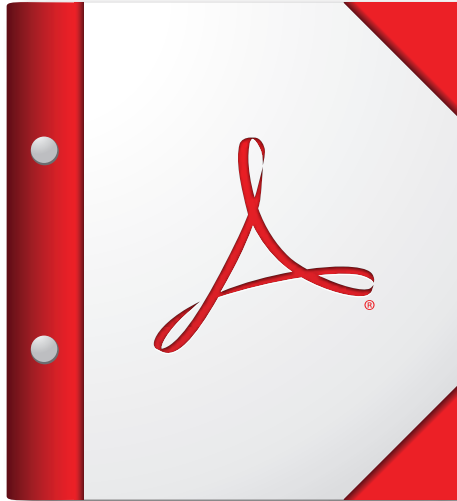
Amendment to the Data License and Reciprocity Agreement

**Prepared and Recommended by:**

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

**Prepared and Submitted by:**

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



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**Subject:** Execution of Subdivision Agreement – Phase 2 of Saffron Meadows 3 (File no. 26T19-02-18)

**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-136 – Execution of Subdivision Agreement – Phase 2 of Saffron Meadows 3 (26T19-02-18);**

**AND THAT Council direct staff to prepare the By-laws to authorize execution of the Subdivision Agreement for final approval of Phase 2 of the Saffron Meadows 3 Subdivision.**

**Background:**

The Saffron Meadows 3 Subdivision is located on property on the south side of Port Robinson Road, east of Rice Road (Regional Road 54). The subject property is located west of Saffron Meadows Subdivisions 1 and 2 (see Figure 1).



*Figure 1: Subdivision Location*

On September 16, 2019, Council granted draft approval for the plan of subdivision subject to a number of conditions. The Saffron Meadows 3 Subdivision consists of 135 single detached dwellings, 36 semi-detached dwellings, 110 street townhouses, 126 block townhouse dwellings (condominium), 1.5 hectares of parkland as well as open space and environmental protection lands. The developer has elected to register the subdivision in phases. Phase 1 consists of Blocks 178 and Block 188 as shown on the Draft Plan of Subdivision (Figure 2) and received final approval from Council in August 2020. After receiving site plan approval, Phase 1 is currently under construction for block townhouse dwellings.



Figure 2: Phase 1, Blocks 178 & 188 on Draft Plan of Subdivision

Phase 2 (Figure 3) will consist of 135 lots for single detached dwellings, one block for 41 block townhouse dwellings, 87 street townhouse dwellings, 34 semi-detached dwellings, a block for parkland and two blocks for open space.

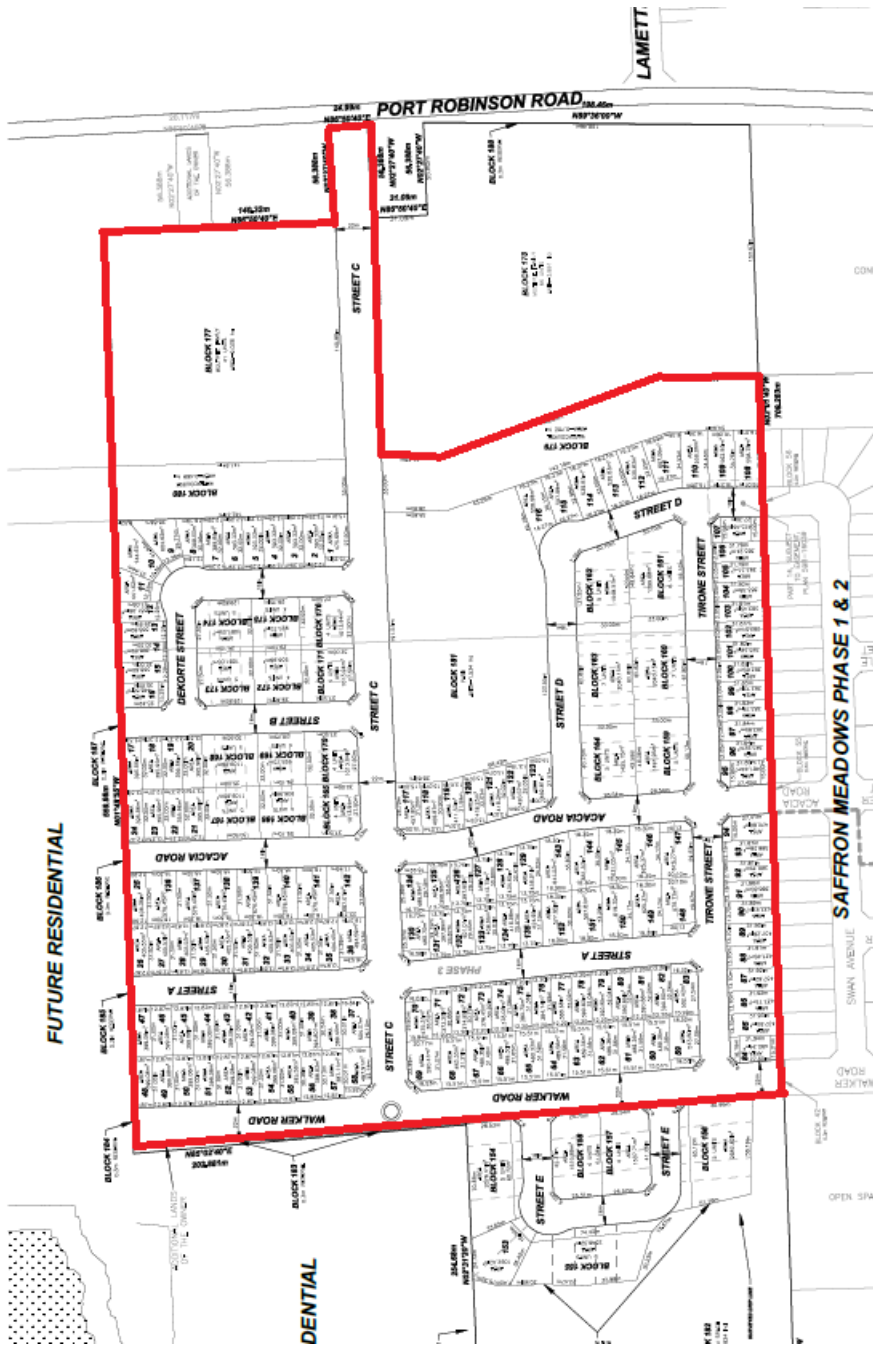


Figure 3: Phase 2 of Saffron Meadows 3 Subdivision

Block 177 will be developed for block townhouse dwellings subject to future planning applications that will require approvals including Site Plan approval and Condominium approval. Detailed engineering designs, site plans and elevations will be provided as part of those processes.

Blocks 178 and 179, being the water course and multi-use trail, will be conveyed to the Town to satisfy a condition of draft plan approval. Block 180 has already been conveyed to the Town for a neighbourhood park.

That portion of the draft plan that is south of Walker Road that consists of 25 street townhouse units will be Phase 3 of the Saffron Meadows 3 Subdivision and will be finalized and registered at a later date.

## **Analysis:**

### ***Planning Act***

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

Section 51 (26) of the *Planning Act* indicates that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land.

Section 51 (43) of the Act states at any time before the approval of the final plan of subdivision, under subsection (58), there may be the appeal of any of the conditions to the Local Planning Appeals Tribunal (LPAT) – now Ontario Land Tribunal (OLT).

Section 51 (58) of the Act outlines that the approval authority may, if satisfied that the plan is in conformity with the approved draft plan and that the conditions of approval have been or will be fulfilled, approve the plan of subdivision and, once approved, the final plan of subdivision may be tendered for registration.

Section 51 (59) of the Act provides if a final plan of subdivision is approved under subsection (58), but is not registered within 30 days of the date of approval, the

approval authority may withdraw its approval. All other conditions of draft plan approval pertaining to Phase 2 of the subdivision have been, or will be, fulfilled and are appropriately addressed in the subdivision agreement.

The conditions remaining to be fulfilled that pertain to this Phase are: the execution of the subdivision agreement, the registration of the subdivision agreement on title, the registration of the 59M (subdivision) and 59R (easement) plans and the dedication of lands (outlined in Schedule 'B' of the subdivision agreement) to the Town. If Council approves the execution of the subdivision agreement these outstanding conditions will be fulfilled as they are requirements of the subdivision agreement and can only occur after Council provides final approval. The remaining conditions which pertain to the next phase of the subdivision will be fulfilled prior to final approval of the next phase of the subdivision. There are no appeals of any of the draft approval conditions to the Local Planning Appeals Tribunal.

It is Planning staff's opinion that the plan is in conformity with the approved draft plan, that the conditions of draft plan approval have been appropriately addressed and complied with, and therefore, staff recommend that Council approve the plan of subdivision and authorize the entry into a subdivision agreement for Phase 2 of Saffron Meadows 3 Subdivision with Hert Inc.

#### **Financial Considerations:**

The legal costs for registration of the agreement are paid for by the developer through the application fees and the developer is responsible for all development related costs including the installation of services, utilities and roadways within the subdivision.

#### **Alternatives Reviewed:**

Council could decide to not approve the execution of the subdivision agreement, however this alternative would result in appeals by the developer to the Local Planning Appeal Tribunal and will result in additional costs to the developer as well as for the Town to defend that decision.

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

The final approval of Phase 2 of the Saffron Meadows 3 Subdivision will assist in creating a complete community in East Fonthill and contribute to a mix of available housing types This Phase also includes a park block that will become an asset of the Town and serve this community.

#### **Consultation:**



Clearance letters have been issued by the Region, Niagara Peninsula Conservation Authority, Town Departments and utilities as it relates to the design and servicing requirements for this Phase of the subdivision. As a result, all conditions of draft plan approval relating to this Phase of the subdivision have been satisfied and it is appropriate to grant final approval for Phase 2 of Saffron Meadows 3 Subdivision in order to allow the development to proceed, it is anticipated that construction will commence immediately upon receipt of the securities and execution of the subdivision agreement. The Town's external legal counsel will register the subdivision agreement and plans following Council approval.

**Other Pertinent Reports/Attachments:**

Report recommending draft plan approval of Saffron Meadows 3 Subdivision was approved by Council on September 3, 2019

Report recommending execution of the subdivision agreement for Phase 1 of Saffron Meadows 3 Subdivision was approved by Council on August 24, 2020

**Prepared and Recommended by:**

Shannon Larocque, MCIP, RPP  
Senior Planner

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

**Prepared and Submitted by:**

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

**Report: Recommendation for Revision to Draft Plan of Subdivision and Zoning By-law Amendment – 155 Port Robinson Road (File nos. 26T19-01-19 & AM-02-21)**

**Recommendation:**

**BE IT RESOLVED THAT Council receives Report #2021-138 for information as it pertains to File Nos. 26T19-01-19 & AM-02-21 relating to 155 Port Robinson Road;**

**AND THAT Council directs Planning staff to prepare the by-law for approval of the Zoning By-law amendment for Council's consideration.**

**AND THAT Council approves the revision to the Draft Plan of Subdivision, attached as Appendix A, subject to the revised approved conditions of draft plan approval, attached as Appendix B.**

**Executive Summary:**

The purpose of this report is to provide Council with a recommendation regarding applications for revision to draft plan of subdivision (Martin's Nest) and to amend the Town's Zoning By-law to permit an additional street townhouse dwelling in the existing draft approved subdivision plan.

**Location:**

The property is located at the north west corner of Lametti Drive and Port Robinson Road, legally described as Part of Thorold Township, Lot 166; Part 2 of Plan 59R-13156 and Part 2 of Plan 59R-15596, Town of Pelham, Regional Municipality of Niagara (refer to Figure 1).

The property is located in the East Fonthill neighbourhood and abuts River Estates Phase 1 and Phase 2 subdivisions that are being developed for a mix of single detached and townhouse residential units and is opposite Lavender Fields townhouse development in Saffron Meadows Phase 3 subdivision. To the north and east are single detached dwellings and to the south and west are proposed townhouse dwelling units.

*Figure 1: Property Location***Project Description and Purpose:**

In September 2019, Council approved the draft plan of subdivision and accompanying Zoning By-law Amendment for 6 street townhouse dwellings fronting Lametti Drive on the subject property (Martin's Nest), known municipally as 155 Port Robinson Road. The draft plan of subdivision was approved subject to a number of conditions that must be met prior to September 16, 2022 unless Council authorizes an extension. It is not anticipated that an extension will be required at this time.

The current application for Zoning By-law Amendment proposes to add a site-specific regulation to the existing RM1-295 (*Residential Multiple 1 – 295*) to allow a minimum lot area of 210 m<sup>2</sup> per unit. The zoning change would facilitate one additional townhouse unit in the draft plan of subdivision. The proposed revision to draft plan of subdivision would create 1 additional lot for a street townhouse dwelling for a total of 7 lots for street townhouse dwellings fronting on Lametti Drive.

Figure 2: Proposed Revised Draft Plan of Subdivision



## Policy Review:

### ***Planning Act***

Section 3 of the *Planning Act* requires that, in exercising any authority that affects a planning matter, the decision of planning authorities "shall be consistent with the policy statements" issued under the Act and "shall conform with 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.

Section 51 of the Act allows for consideration of a plan of subdivision.

Section 51 (24) of the Act states that in considering a draft plan of subdivision, regard shall be had, among other matters, to the health, safety, convenience,

accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality and to:

- The effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;
- Whether the proposed subdivision is premature or in the public interest;
- Whether the plan conforms to the official plan and adjacent plans of subdivision, if any;
- The suitability of the land for the purposes for which it is to be subdivided;
- The number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;
- The dimensions and shapes of the proposed lots;
- The restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;
- Conservation of natural resources and flood control;
- The adequacy of utilities and municipal services;
- The adequacy of school sites;
- The area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;
- The extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and,

Analysis of Section 51 (24) of the *Planning Act* will be provided under the Town of Pelham Official Plan analysis below.

### ***Provincial Policy Statement, 2020***

The Provincial Policy Statement (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.

Section 3 of the *Planning Act* requires that decisions affecting planning matters "shall be consistent with" policy statements issued under the *Act*. The PPS recognizes the diversity of Ontario and that local context is important. Policies are

outcome-oriented, and some policies provide flexibility provided that provincial interests are upheld. PPS policies represent minimum standards.

The subject land is located in a 'Settlement Area' according to the PPS. Policy 1.1.3.1 states that settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.

Policy 1.1.3.2 states that land use patterns within settlement areas shall be based on densities and mix of land uses that efficiently use land and resources, are appropriate for and efficiently use infrastructure and public service facilities, minimize negative impacts to air quality and climate change and promote energy efficiency, prepare for the impacts of a changing climate, support active transportation and are transit and freight supportive.

Policy 1.1.3.3 provides for the promotion of intensification and redevelopment accommodating a significant supply and range of housing options where it can be accommodated taking into account the building stock, availability of existing and planned infrastructure and public service facilities required to accommodate the needs of the development.

The proposed draft plan of subdivision will help to facilitate a mix of housing options in the East Fontheil neighbourhood and within the Settlement Area as a whole. The density of the development provides for the efficient use of land and planned/existing infrastructure that minimizes land consumption and costs of servicing. Further, the redevelopment of the property for townhouse dwellings will be transit and active transportation supportive. Sidewalks have been constructed along Port Robinson Road and Lametti Drive to connect with sidewalks in the area and the future off-road trail along Rice Road. Bike lanes are provided on Summersides Boulevard and Port Robinson Road which provide further support for active transportation. Stormwater can be accommodated in the existing stormwater management ponds along Rice Road that have been sized to accommodate storm flows from these lands. The development is located in close proximity to the Community Centre and other public service facilities and can be served by existing available facilities and schools.

Based on this information, the proposed draft plan of subdivision and zoning by-law amendments are consistent with the Provincial Policy Statement subject to approval of the recommended conditions of draft plan approval.



***Greenbelt Plan, 2017***

The subject parcel is located in an identified settlement area that is outside of the Greenbelt Plan Area; therefore, the policies of the Greenbelt Plan do not apply.

***Niagara Escarpment Plan, 2017***

The subject parcel is not located in the Niagara Escarpment Plan Area; therefore, the Niagara Escarpment Plan policies do not apply.

***Growth Plan for the Greater Golden Horseshoe, 2019***

The subject parcel is identified as being within a Delineated Built-up Area according to the Growth Plan for the Greater Golden Horseshoe, 2019. The Growth Plan policies aim to build stronger, prosperous communities by directing growth to built-up areas, promoting transit-supportive densities and a healthy mix of residential and employment land uses, preserving employment areas, planning for community infrastructure, and supporting the conservation and protection of natural systems, prime agricultural areas, and cultural heritage.

Policy 2.2.2.1(a) requires a minimum of 50 percent of all new residential development to occur within the delineated built-up area.

Policy 2.2.2.3(b) encourages intensification generally throughout the built-up area and investment in services that will support intensification.

The proposed development will contribute to the creation of a complete community by contributing to the mix of residential land uses. The development can be served by existing sidewalks, bike lanes and transit systems as well as future neighbourhood parks. The development of additional street townhouses on the property will intensify the Built-Up Area from its current single detached residential use. A varied built form will support the formation of a vibrant neighbourhood. Adherence to the East Fonthill Urban Design Guidelines will assist in the creation of high quality residential construction. It is Planning staff's opinion that the applications are consistent with the policies of the Growth Plan for the Greater Golden Horseshoe.

***Regional Official Plan, consolidated August 2015***

The subject land is located within the Urban Area Boundary of the Town of Pelham and is designated Built-up Area in the Regional Official Plan. The Regional Official Plan establishes a minimum intensification target of 15% for the total annual development in Pelham.

Built-up Areas will be the focus of residential and employment intensification and redevelopment within the Region over the long term (Policy 4.G.8.1).

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

Policy 11.A.2 states the Region encourages the development of attractive, well designed residential development that: provides for active transportation; de-emphasizes garages; emphasizes the entrance and point of access to neighbourhoods; is accessible to all persons; incorporates the principles of sustainability in building design; provides functional design solutions for waste collection and recycling; provides an attractive, interconnected and active transportation friendly streetscape; contributes to a sense of safety within the public realm; balances the need for private and public space; creates or enhances an aesthetically pleasing and functional neighbourhood; and, encourages a variety of connections between land uses based on diverse transportation modes, allowing people to move freely between the places where they live, work and play.

The proposed development adds to the mix of residential uses that contribute to the creation of a complete community. The street pattern will connect to existing and future neighbourhoods. Active transportation is supported through the sidewalks in a modified grid pattern and connectivity to bike lanes and trails. Municipal servicing will be in keeping with Regional and Town servicing plans. The 155 Port Robinson Road property contained a single detached dwellings and its redevelopment will result in intensification and assist the Town in meeting the 15% intensification target. The development will be serviced by municipal sewage and water services.

The building design will be energy efficient, meeting the requirements of the Ontario Building Code. The development will be eligible for curbside Regional waste collection and the road network has been designed to accommodate the collection



vehicles. The future building designs will be required to conform to the urban design guidelines for East Fonthill which encourage deemphasizing garages. For these reasons, it is Planning staff's opinion that the applications conform to the policies of the Regional Official Plan.

### ***Town of Pelham Official Plan, 2014***

The subject parcel is located within the East Fonthill Secondary Plan Area and designated EF- Medium Density Residential in the Town's Official Plan, 2014.

Permitted uses in the EF- Medium Density Residential designation are all forms of townhouse units; small scale apartment buildings; accessory apartments/secondary suites; live-work units; housing for seniors and/or special needs housing; accessory buildings and structures related to the primary residential dwelling unit; home occupations; places of worship; day nurseries; convenience retail and service commercial uses; parks, parkettes and open space linkages; and public uses and public and private utilities.

Townhouse dwellings shall be developed at densities ranging from 20 units per net hectare up to 60 (Policy B.1.7.7.4.2(a)).

The uses proposed in the draft plan of subdivision are permitted in the EF – Medium Density Residential designation. The townhouses are proposed at a density of approximately 39 units per net hectare meeting the requirements of Policy B.1.7.7.4.2(a).

A portion of the property is also designated Highly Vulnerable Aquifer on Schedule B1. Policy C5.3 indicates to minimize risks posed by land uses on vulnerable groundwater areas, the following uses are prohibited on lands identified as Vulnerable Groundwater Area/Highly Vulnerable Aquifers:

- Generation and storage of hazardous waste or liquid industrial waste;
- New waste disposal sites and facilities, organic soil conditioning sites, and snow storage and disposal facilities;
- Underground and above-ground storage tanks that are not equipped with an approved secondary containment device; and,
- Storage of a contaminant listed in Schedule 3 (Severely Toxic Contaminants) to Ontario Regulation 347 of the Revised Regulations of Ontario, 1990, or its successor.

For Committee's information, none of the prohibited uses, outlined in Policy C5.3, are proposed for the subject parcel.

The land forms part of Neighbourhood 1 on Schedule A4 'Structure Plan'. According to Policy B1.7.7.2 b)(i), Neighbourhood 1 shall achieve an overall minimum gross density of approximately 57 persons and jobs per gross hectare combined.

New development is required to be generally consistent with the Urban Design Guidelines for the East Fonthill Secondary Plan area (B1.7.4.2(b)). The Developer will be required to have an Architect certify that building designs meet the Urban Design Guidelines prior to issuance of building permits. Further, there is an existing condition of draft plan approval that requires the submission of a landscape plan for Lot 1 (at the corner of Lametti Drive and Port Robinson Road) to ensure that the landscaping will be enhanced to act as a gateway to the neighbourhood as well as to comply with the Urban Design Guidelines.

Policy B1.1.5 requires that when considering a Zoning By-law amendment to permit a 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, recreational facilities, landscaping and buffering on-site.

In response to Policy B1.1.5, Planning staff are of the opinion that the development as proposed respects the character of adjacent existing and future residential neighbourhoods with respect to height, bulk and massing. All development will have to be consistent with the Urban Design Guidelines which will ensure that these items are considered in the design. The street townhouses can be easily integrated with surrounding land uses. The street townhouses will front onto Lametti Drive (Local Road) near access to Port Robinson Road (Collector Road). The future residential development of this property was considered during the preparation of the East Fonthill Secondary Plan and supporting studies including traffic. Traffic congestion is not anticipated as a result of the townhouses. Finally, the size of the property for

street townhouse dwellings is sufficient to incorporate parking, recreational areas, landscaping and buffering.

Policy D5.3 requires that prior to considering an application for a plan of subdivision, Council must be satisfied that:

- a) The approval for the development is not premature and is in the public interest.
- b) The lands will be appropriately serviced with infrastructure, schools, parkland and open space, community facilities and other amenities, as required.
- c) The density of the development is appropriate for the neighbourhood as articulated in the policies of this Plan that relate to density and intensification.
- d) The subdivision, when developed will be easily integrated/connected with other development in the area through the use of roadways, natural corridor linkages and trails to accommodate active transportation.
- e) The subdivision conforms with the environmental protection and management policies in this Plan; and
- f) The proposal conforms to Section 51(24) of the *Planning Act*, as amended.

In response to this policy, Planning staff advise that the development will address the need for residential housing by way of redevelopment of an underused piece of land. The public interest has been considered during the Planning approval process and by evaluating consistency with the Provincial Policy Statement which includes policies based on the public interest. The development conforms to the policies of the Official Plan. The dimensions of the proposed lots are regular. The land is serviced by existing infrastructure, schools, planned and existing parkland and open space, community facilities and other amenities. The density of the development is appropriate for the neighbourhood and conforms to the density requirements in the Official Plan. The subdivision is linked with an existing roadway (Lametti Drive) and will connect with existing sidewalks. The development can be served by existing utilities, municipal services and schools. There are no natural heritage features present on the property. No land is proposed to be conveyed for public purposes as part of this development. The future dwellings will be required to be constructed meeting all energy efficiency requirements of the Ontario Building Code.

Based on the discussion above, Planning staff are of the opinion that the proposed draft plan of subdivision and zoning by-law amendment conform to the Town's Official Plan and Section 51(24) of the *Planning Act*.

***Pelham Zoning By-law Number 1136 (1987), as amended by By-law 4133 (2019)***

The property is zoned RM1-295 (Residential Multiple 1 – 295) allowing the street townhouse dwellings with special regulations for a minimum exterior side yard of 6.0 metres and a minimum interior side yard of 3.0 metres by 0 metres for common wall.

Section 16.3(c) of the Zoning By-law requires a minimum lot area of 230 m<sup>2</sup> per dwelling for street townhouse dwellings. The requested zoning by-law amendment proposes to reduce the minimum lot area to 210 m<sup>2</sup> per unit to allow for the seventh townhouse unit.

The RM1 (Residential Multiple 1) zone also permits triplex dwellings, semi-detached dwellings, duplex dwellings, boarding house dwellings, converted dwellings, block townhouse dwellings, fourplex dwellings; and uses, buildings and structures accessory to the foregoing permitted uses subject to the requirements of Section 16 of the Zoning By-law.

The proposed zoning change will conform to the policies of the Official Plan. The zone standards will allow for efficient residential development while respecting the needs of future residents. In Planning staff's opinion, the proposed zoning change will apply good planning principles.

**Submitted Reports:**

The applicant provided copies of the following reports in support of the applications:

*Stormwater Management Update prepared by Quartek Group Inc.*

The Stormwater Management Update concludes that the increase in units from 6 to 7 is insignificant with respect to storm runoff, and the conclusions in the Stormwater Management Brief (dated March 2019) are still valid in that there is more than enough spare capacity in the existing storm sewer system to accommodate the proposed runoff from the development site.

*Planning Justification Report prepared by Quartek Group Inc.*

The Planning Justification Report indicates that the applications support a

development that meets the general intent of the Provincial, Regional and Town policies and is consistent with good planning principles.

Digital copies of the reports are available by contacting the Planning Division.

**Agency Comments:**

On June 18, 2021 a public meeting notice was circulated to external agencies and internal departments regarding the proposed applications. The following is a summary of the comments received:

*Building Division:* Separate building permits will be required for each unit. Ontario Building Code compliance is required.

*Enbridge Gas Inc:* No changes are required to the previously identified conditions.

*Town Public Works:* Technical comments regarding road and servicing requirements.

*Niagara Region:* No objection to the proposed modification to the draft plan of subdivision and zoning by-law amendment from a Provincial or Regional perspective, subject to the original subdivision conditions of draft plan approval being retained, and the satisfaction of any local requirements.

**Public Comments:**

On June 18, 2021 a public meeting notice was circulated to all property owners within 120 metres of the property's boundaries. In addition, public notice signs were posted facing Lametti Drive and Port Robinson Road. No members of the public registered as delegations for the public meeting and no public comments were received at the time of writing of this report.

One enquiry was received from a Councillor at the public meeting with respect to the estimated selling price of the townhouse units. The applicant has advised that the selling price is expected to range from \$700,000.00 to \$800,000.00 per unit, which is similar to the sale price of other townhouse units in the area.

**Staff Comments:**

Commenting agencies, departments and utilities offered no objections to the applications subject to the previously approved conditions of draft plan approval.

The proposed modification to the draft plan approval and the proposed zoning by-law amendment will accommodate one additional townhouse unit which will result in a minimal land use planning impact on adjacent and nearby land uses, no adverse impacts are anticipated by the additional of one unit. Further the proposed increase of one additional townhouse unit will result in a slight improvement to the efficient use of urban land and infrastructure.

In summary, it is Planning staff's opinion that the proposed revision to draft plan of subdivision and zoning by-law amendment are consistent with Provincial policy and plans, conform to the Regional and Town Official Plans and represent good planning and therefore, should be approved subject to the previously approved conditions of draft plan approval with administrative revisions (Appendix B).

**Alternatives:**

Council could choose not to approve the applications for draft plan of subdivision and amendment to the Zoning By-law.

Council could choose to approve the applications subject to modifications.

**Prepared and Recommended by:**

Shannon Larocque, MCIP, RPP  
Senior Planner

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

**Reviewed and Submitted by:**

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



- PLANNING ACT**
- ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(7) OF THE PLANNING ACT, OF ONTARIO RSO 1990
- a) SEE PLAN

b) SEE PLAN

c) SEE PLAN

d) LAND USE RES. OF ADJ. NORTH-RESIDENTIAL, SOUTH-RESIDENTIAL, WEST-RESIDENTIAL, EAST-RESIDENTIAL

e) SEE PLAN

f) SEE PLAN

g) SEE PLAN

h) SEE PLAN

i) SEE PLAN

j) SEE PLAN

**LEGAL DESCRIPTION**

PART OF THOROLD TOWNSHIP, LOT 166  
PART 2 OF PLAN 59R-13156 &  
TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA

**METRIC NOTE**

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LAND USE SCHEDULE	
DESCRIPTION	AREA (m²)
TOTAL SITE AREA	1,808.19 m² (0.18 ha)
BUILDING AREA	100.00
7 TOWNHOUSE UNITS	738.83 m² (0.076 ha)
DRIVEWAY	157.00 m² (0.016 ha)
PARKING SPACES = 14	8.69
LANDSCAPE AREA	892.94 m² (0.089 ha)
	49.35

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

*Feb 9 2021*  
DATE  
ALAN J. HEYWOOD

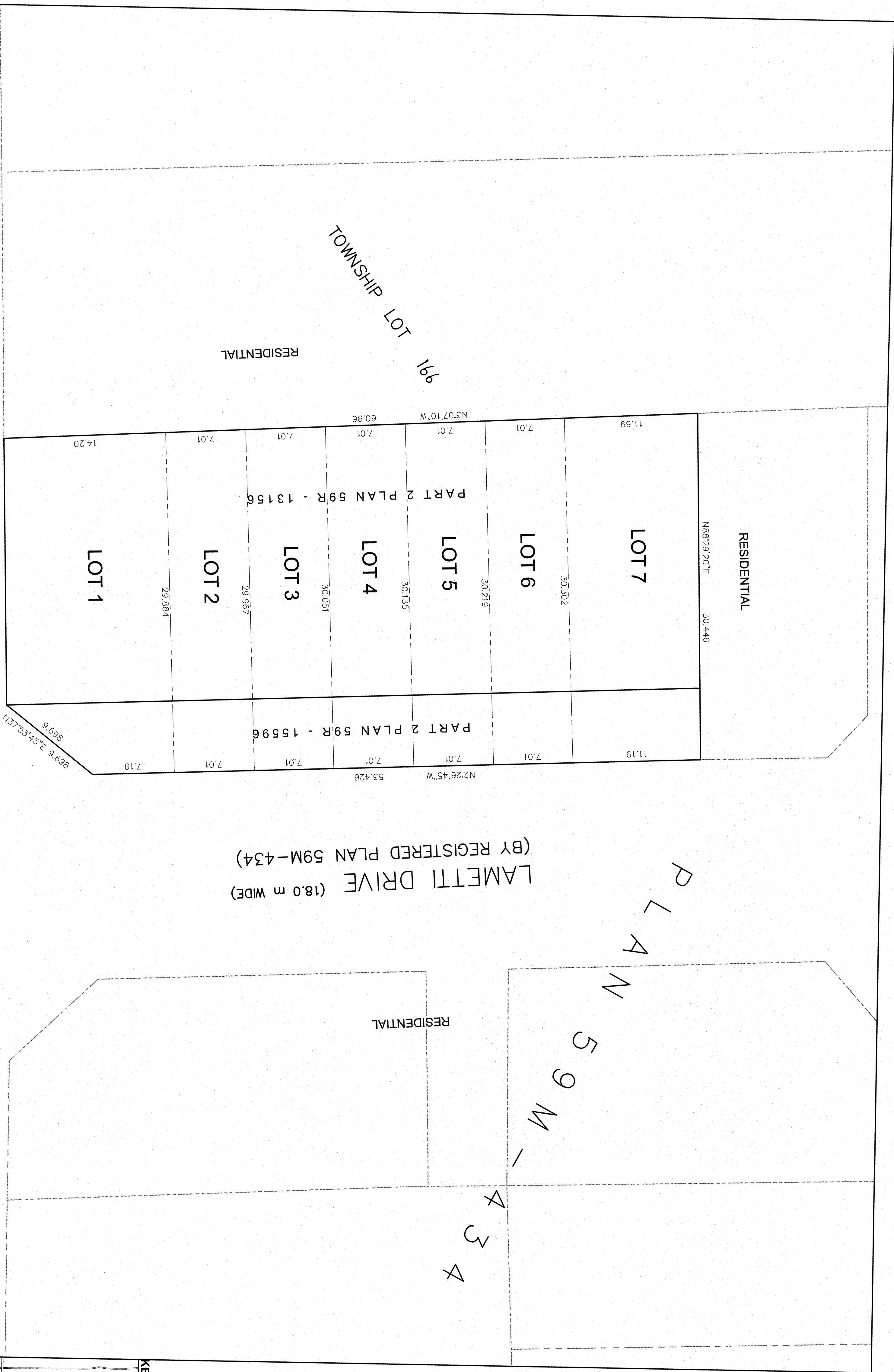
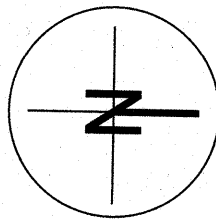
**OWNER'S CERTIFICATE**

I HEREBY AUTHORIZE QUARTEK GROUP INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWN OF PELHAM FOR APPROVAL.

DATE: Feb 10 2021  
DATE: Feb 10 2021

ZORAN TOMASEVIC  
KRISTINA SABA BRAVO  
2282344 ONTARIO INC.  
HARBOR HILLS CONSTRUCTION  
MANAGEMENT

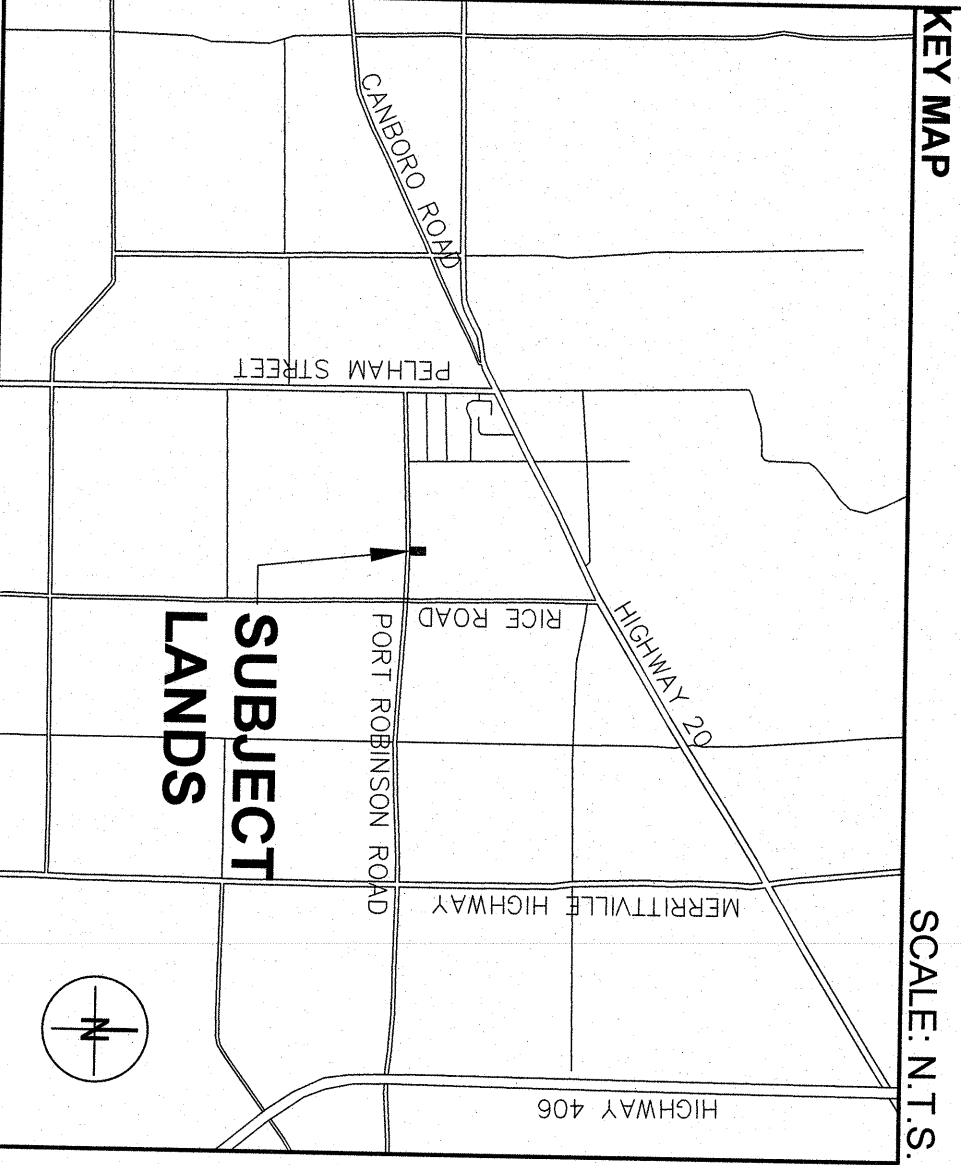
APPENDIX A



PORT ROBINSON ROAD (20.0 m MUNICIPAL ROAD)

**LEGEND**

--- SITE BOUNDARY  
--- PROPOSED LOT LINE  
--- EXISTING PROPERTY LINE



B. DRAFT PLAN SUBMISSION, 05 FEB 2021, NS  
A. DRAFT PLAN SUBMISSION, 10 SEPT 2018, JR  
Issue: 10/02/21  
Issued by: JR  
Date: 10/02/21  
Scale: 1:150

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89 - 91 St. Paul Street, Suite 100,  
St. Catharines, ON L2R 3M3  
www.quartekgrp.com

155 PORT ROBINSON ROAD  
TOWN OF PELHAM

**DRAFT PLAN**

drawn by: JR  
designed by: SS  
scale: 1:150  
date: 05 Feb 2021  
job number: 18028  
status: B  
drawing number: 18028-DP

## APPENDIX B

### Conditions of Draft Plan Approval

#### Martin's Nest Plan of Subdivision (File No. 26T19-01-19)

The conditions of final approval and registration of the Martin's Nest Plan of Subdivision (file no. 26T19-01-19) Town of Pelham are as follows:

#### DRAFT PLAN

1. This approval applies to the Martin's Nest Draft Plan of Subdivision, Part of Thorold Township Lot 166; Part 2 of Plan 59R-13156 and Part 2 of Plan 59R-15596, Town of Pelham, Regional Municipality of Niagara prepared by ~~Mathews, Cameron, Heywood, Kerry T. Howe Surveying Ltd~~ Quartek Group, dated ~~September 10~~ February 25, 2018-2021 showing:
  - ~~6-7~~ street townhouse dwelling lots
2. The headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.

#### AGREEMENTS AND FINANCIAL REQUIREMENTS

3. The Developer shall provide three (3) paper copies and an electronic copy of the pre-registration plan, prepared by an Ontario Land Surveyor, and a letter to the Department of Community Planning and Development stating how all the conditions imposed have been or are to be fulfilled.
4. The Developer shall provide two (2) paper copies and an electronic copy of the lot priority plan to the Department of Community Planning and Development.
5. The Developer shall agree to pay to the Town of Pelham all required processing and administration fees.
6. The Developer shall submit a Solicitor's Certificate of Ownership for the Plan of Subdivision of land to the Department of Community Planning and Development prior to the preparation of the Subdivision Agreement.
7. That the Subdivision Agreement between the Developer and the Town of Pelham be registered by the Municipality against the lands to which it applies in accordance with the *Planning Act R.S.O. 1990, c. P.13*.
8. That the Developer shall pay the applicable Town of Pelham, Niagara Region, and Niagara Catholic District School Board development charges in place at the time of the Building Permit issuance.



## **APPENDIX B**

9. That the Developer agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town of Pelham concerning the provision of roads, daylight triangles, lot reserves, road widenings, sidewalks, fire hydrants, streetlighting, the extension and installation of services, stormwater management and drainage including the upgrading of services and the restoration of existing roads damaged during the development of the Plan of Subdivision.
10. Prior to any site alteration, or final approval, the Developer shall submit all supporting materials, prepared by a qualified professional, as required by the Town or any applicable authority, and shall agree to implement the recommendations of the reports, studies and plans to the satisfaction of the Director of Public Works, and any other applicable authority.
11. That the Developer agrees to pay their proportionate share of the costs associated with the establishment of the Singers Corner Municipal Drain.
12. This approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the *Planning Act R.S.O. 1990, c. P.13* but no extension can be granted once the approval has lapsed. If the Developer wishes to request an extension to the approval, a written explanation on why the extension is required, together with the resolution from the Region must be submitted for Town Council's consideration, prior to the lapsing date.
13. If final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the *Planning Act R.S.O. 1990, c. P.13*.
14. It is the Developer's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town, quoting file number **26T19-01-19** and referencing the conditions that are cleared.
15. That the Developer agrees pay the required cost allocation for oversizing of the Storm Water Facility and Storm Sewer in the amount of \$8,463.00.

### **LAND TRANSFERS AND EASEMENTS**

16. That the Developer agrees to deed any and all easements that may be required for access utility and drainage purposes be granted to the appropriate authorities and utilities.

### **ZONING**

## **APPENDIX B**

17. That prior to final approval, the zoning by-law amendment application (File No. AM-02-~~1921~~), which reflects the layout of the draft plan of subdivision has come into effect in accordance with the provisions of Section 34 of the *Planning Act R.S.O. 1990, c. P.13*.
18. The Developer shall submit to the Department of Community Planning and Development three (3) paper copies and an electronic copy of the proposed draft plan and a letter prepared by an Ontario Land Surveyor to confirm zoning compliance.
19. That the Director of Community Planning and Development be provided with a surveyor's certificate showing lot frontages and net lot area for the final Plan of Subdivision.

### **ROADS**

20. The Developer shall be responsible for the boulevard plantings and sodding/hydroseeding in accordance with the policies of the East Fonthill Secondary Plan Area Urban Design Guidelines.
21. That prior to any construction taking place within the Town road allowance, the Developer shall obtain a Town of Pelham Temporary Works Permit. Applications must be made through the Department of Public Works.

### **MUNICIPAL SERVICES**

22. That a Servicing Study Report indicating that the accepting servicing infrastructure (storm sewers, sanitary sewers, and water mains) can accommodate the additional flows and adequate fire flows are provided to the development be submitted to the Town of Pelham for review and to the satisfaction of the Director of Public Works and the Fire Chief.
23. That the Developer will provide the Town of Pelham with the proposed site servicing plans for the subject property. The Director of Public Works shall approve the plans prior to final approval of the subdivision.
24. The Developer shall be responsible for any damage, replacement or repair to the previously installed services as a result of works associated with the development.
25. That the design of all Municipal and public utility services for the Subdivision be coordinated with adjacent development.
26. At the end of the project, the design engineer shall certify that all grading, storm sewers, and stormwater management controls have been constructed in general conformity to

## **APPENDIX B**

the approved drawings. Copies of the certification shall be circulated to the Town of Pelham and the Regional Municipality of Niagara.

27. That all foundation drainage be directed to a sump pump in each house discharging via storm laterals. Foundation drains will not be connected to the sanitary sewer system.
28. Roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent property.

### **STORMWATER MANAGEMENT, GRADING AND SEDIMENT AND EROSION CONTROL**

29. That the subdivision agreement between the Developer and the Town of Pelham contain provisions whereby the Developer agrees to implement the approved stormwater management plan required in accordance with Condition 28.
30. That the Developer prepare a detailed subdivision grade control plan showing both existing and proposed grades and the means whereby major storm flows will be accommodated across the site to be submitted to the Town of Pelham for review and approval.
31. That prior to approval of the final plan or any on-site grading, the Developer submit to the Town of Pelham for review and approval two copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of the Environment documents entitled "Stormwater Management Planning and Design Manual (March 2003)" and "Stormwater Quality Guidelines for New Development (May 1991)", and in accordance with the Town of Pelham's Lot Grading and Drainage Policy, and the Town of Pelham's Stormwater Management Facility Standards:
  - a) Detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and,
  - b) Detailed sediment and erosion control plans.

### **PUBLIC PARK**

32. That the Developer shall pay cash-in-lieu of parkland in the amount of 5% of the land included in the plan to the Town of Pelham under the provisions of Section 51.1 (3) of the *Planning Act R.S.O. 1990, c. P.13*.

### **ARCHITECTURAL CONTROL**

## APPENDIX B

33. The Developer/Owner agrees to comply with the East Fonthill Secondary Plan Area Urban Design Guidelines. The building's licensed Architect/Designer shall provide their stamp and a statement on the submitted plans that indicates the building complies with the East Fonthill Secondary Plan Area Urban Design Guidelines.
34. The Developer shall submit prepare and submit a landscape plan for Lot 1 to the satisfaction of the Director of Community Planning and Development.

### UTILITIES

35. That the Developer shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.

### NIAGARA REGION PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

36. That the owner submits the Stage 1-2 Archaeological Assessment 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 the Niagara Region. If the MTCS requires further Stage 3 or 4 Archaeological Assessments, these report(s) must also be submitted to and accepted by MTCS, to the satisfaction of the Niagara Region. NOTE: no demolition, grading or other soil disturbances shall take place on the property prior to the issuance of the Provincial acknowledgement letter.
37. That the subdivision agreement between the owner and the Town contain the following advisory clause:

*"Should deeply buried archaeological remains/resources be found on the property during construction activities, all activities impacting archaeological resources must cease immediately, notify the Archaeology Programs Unit of the Ontario Ministry of Tourism, Culture and Sport (416-212-8886) and a licensed archaeologist is required to carry out an archaeological assessment in accordance with the Ontario Heritage Act and the Standards and Guidelines for Consultant Archaeologists.*

*In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services in Toronto (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, the Ministry of Tourism, Culture and Sport should be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act."*

## **APPENDIX B**

### **Clearance of Conditions**

#### **FINAL APPROVAL**

1. Subject to the conditions set forth herein, this Draft Plan is approved under Section 51 (31) of the *Planning Act R.S.O. 1990, c. P.13*. Final approval shall be granted by the Town

#### **CLEARANCE OF CONDITIONS**

Prior to granting final plan approval, the Department of Community Planning and Development requires written notice from applicable Town Departments and the following agencies indicating that their respective conditions have been satisfied:

Niagara Region Planning and Development Services Department for Conditions 36-37 (Inclusive)

Town Department of Community Planning and Development for Conditions 3-9 (Inclusive), 11, 15-19 (Inclusive).

Town Department of Public Works for Conditions 10, 20-35 (Inclusive).

**Subject:** Comprehensive Zoning By-law: What We Heard**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0137 –  
Comprehensive Zoning By-law: What We Heard, for information.**

**Background:**

The Town continues to review and update the Comprehensive Zoning By-law and this report is to provide a summary of “What We Heard?” to date and the next steps. The project specific webpage (<https://engagingpelham.ca/comprehensive-zoning-bylaw-review>) was launched on March 8<sup>th</sup>, 2021 to provide the public and various stakeholders with information pertaining to the new Comprehensive Zoning By-law. This website was the main source of information available to the public that included the bi-weekly release of different zoning sections from the Draft Comprehensive Zoning By-law for public review and comment.

Draft Comprehensive Zoning By-law sections were released on the project website as per the following schedule:

- General Provisions: March 15 – 19, 2021
- Rural and Agricultural: March 22 – April 2, 2021
- Residential and Greenfield: April 5 – 16, 2021
- Commercial: April 19 – 30, 2021
- Definitions: May 3 – 7, 2021

During this time, every Tuesday from 10:00 am – 12:00 pm and 1:00 pm to 3:00 pm, was set aside for “Tuesday’s with Tara” where the public or stakeholders could call, email or ask a question thru the project website or speak directly with the Policy Planner on the proposed Comprehensive Zoning By-law. Staff fielded several inquiries and comments during this time. The most frequently asked questions and inquiries were requesting property specific zoning information, how changes will impact development, will established residential areas be impacted by development and how will changes affect rural and agricultural properties. Overall, Staff have received positive feedback from the public and stakeholders review of the draft

Comprehensive Zoning By-law as many have stated that it reflects contemporary standards and eliminates discrepancies within the previous Zoning By-law, which will allow Pelham to continue to grow in a positive way.

## **What We Heard**

The findings of questions and comments received have assisted staff in updating the draft Comprehensive Zoning By-law. As stated previously, the most frequently asked questions and inquiries were requesting property specific zoning information on an individual's property, as well as how changes will impact development, will established residential areas be impacted by development and how will changes affect rural and agricultural properties.

The demographics of those who visited the project webpage and contributed by asking questions and being informed were broken down by postal codes as follows. This break down helps illustrate the level of interest based on location and the majority of traffic to the webpage was from the Fonthill area:

Fonthill (L0S 1E0) – 66.7%

Fonthill (L0S 1E2) – 16.7%

Fenwick (L0S 1C0) – 16.7%

As of August 9<sup>th</sup>, 2021, there have been five-hundred and fifty-four (554) total visits to the project website, with a total of three hundred and thirty (330) zoning sections downloaded and eight (8) questions asked through the project website (see Appendix A for complete Project Report). The following breaks down the bi-weekly zoning sections released on the project website and a brief summary of what we heard.

## **General Provisions**

### *What are General Provisions?*

A general set of standards that apply to properties throughout the Town of Pelham that are not always specific to certain zones. For example, the General Provisions contain standards that regulate the location, height and setbacks from property lines for an accessory structure or contain standards for parking and loading requirements, address legal non-conforming use requirements, allowable exceptions to building height or permitted encroachments into yards, as examples.

### *Updates to General Provisions*

Staff reviewed all existing general provisions in the existing zoning by-law. Generally, a number of General Provisions are recommended to be updated to reflect the direction in the Official Plan

(2014) and/or changes to Provincial Policies. Some General Provisions are recommended to be deleted as they are no longer applicable or do not conform to the Official Plan.

The Draft General Provisions zoning document was downloaded sixty-nine (69) times since March 15<sup>th</sup>, 2021. Staff received numerous inquiries regarding increasing the accessory building heights in all zones, establishing provisions to allow for backyard chickens, clarification of home industry vs. home occupations and support for the addition of On-farm Diversified Uses. Many questions and comments were clarifications regarding if these provisions would have any implications on an individual's specific property.

### **Rural and Agricultural**

What are the Agricultural and Rural zones?

Ontario's agriculture and food industry play a key role in the Province's economic prosperity as well as the local economy. Within Niagara, including lands in the Town of Pelham, some of the best farmland in Canada can be found. A healthy agricultural industry supports food production and food security, preserves a valuable resource for future generations, protects the countryside, and supports economic prosperity and the long-term health of many rural communities that are dependent on agriculture. The principles of protection of agricultural land are rooted in the need to ensure future food production potential is available as well as protecting the rights of farmers to continue to be able to farm without interference and that there is flexibility for the farmers to adapt to changes in the agricultural industry.

In Ontario, land use planning is based on a policy-led system utilizing a top-down approach with the Provincial Policy Statement (PPS) setting the foundation for regulating land use across the Province, followed then by provincial plans, municipal plans, zoning by-laws, and best practices. Therefore, there are a number of policy sets that influence land use permissions in the Town's agricultural areas including the Provincial Policy Statement, Greenbelt Plan, Niagara Escarpment Plan, Regional Niagara Official Plan, Town Official Plan, Town Zoning By-law, and Provincial Minimum Distance Separation Formulae Requirements.

The Rural and Agricultural zoning document was downloaded thirty-five (35) times and the coordinating Schedule A, mapping associated with these zones, was downloaded thirty-three (33) times since they were released on March 22<sup>nd</sup>, 2021. The majority of questions pertained to any changes in the uses permitted in the Agricultural and Specialty Agricultural zones, greenhouse provisions, and simple clarifications regarding if these provisions would have any implications on an existing property.



## **Residential and Greenfield**

### *What are Residential Zones?*

The residential zoning categories and the permitted uses within Fonthill and Fenwick are as follows:

- Residential One Zone - single-detached.
- Residential Two Zone - single-detached dwellings, semi-detached dwellings, and duplex dwellings.
- Residential Three Zone - semi-detached dwellings, duplex dwellings, and triplex dwellings.
- Residential Multiple One Zone - triplex dwellings, semi-detached dwellings, duplex dwellings, fourplex dwellings, boarding house dwellings, converted dwellings, street townhouse dwellings, and block townhouse dwellings.
- Residential Multiple Two Zone - Apartment dwellings.
- Residential Development Zone - existing single detached dwellings and uses existing at the date of the passing of the by-law.

*\*Uses, buildings and structures accessory to the foregoing uses are also permitted in the Residential Zones listed above.*

Furthermore, the Residential Zones contain standards that regulate the minimum lot frontage and lot area, front yard, rear yard and side yard setbacks as well as the maximum building heights permitted in each of the above zoning categories.

### *What is Greenfield Development?*

Greenfield development is a planning term. Greenfield areas are those areas in the Urban Area of Fonthill and Fenwick that have been identified by the Provincial government as areas capable of supporting new development at a density of fifty (50) persons and jobs/hectare. The Greenfield areas are identified in the Town Official Plan and include lands primarily in the East Fonthill, Kunda Park 4, Lookout neighbourhood and East Fenwick areas. In order to meet the density target established by the provincial target, greenfield development is required to contain a mix of housing forms of single detached, semi-detached, townhouse and apartment dwellings. It is the intent that these zoning categories are to be applied on lands within the East Fonthill and East Fenwick Secondary Plan Areas.

The Residential and Greenfield zoning document was downloaded seventy-two (72) times and the coordinating Schedules B and C, mapping associated with these zones, were downloaded thirty-eight (38) times since April 5<sup>th</sup>, 2021. The feedback received from the public was generally supportive especially with the streamlining of the number of residential zones down

from ten (10) to six (6) making for a more user friendly read. Staff received a number of requests from properties that are located adjacent to the Urban Boundary of Fonthill to be included in the new zoning by-law as Residential and not Agricultural as they are currently zoned. Staff informed these individuals that their request would be sent to the Niagara Region, as an Urban Boundary Expansion is apart of the Region's Official Plan update currently underway.

The introduction of the Greenfield zone was met with enthusiasm as it will help create new successful, vibrant, and livable neighbourhoods with an array of housing types in a pedestrian-oriented environment, and will create and facilitate a streetscape with a facade that animates the street edge. Conversely, staff did receive a number of unsupportive comments regarding the revisions to the Residential zones that could increase the amount of development within established neighbourhoods or that the by-law does not address the shortage of affordable housing in Pelham. Many questions and comments were simple clarifications regarding if these provisions would have any implications on an individual's specific property.

## **Commercial**

### *What are Commercial Zones?*

It is the objective of this By-law to recognize zones for commercial uses in certain locations and to establish new commercial zones in "Downtown Fonthill" and "Downtown Fenwick" which promote a more "urban" built form that appropriately addresses adjacent streetscapes and permits an array of compatible land uses. The Commercial zoning categories within Downtown Fonthill and Downtown Fenwick are as follows:

- Village Commercial
- Main Street
- Town Square
- Downtown Corridor
- Neighbourhood Commercial

The Commercial zoning document was downloaded ten (10) times and the coordinating Schedules D and E, mapping associated with these zones, were downloaded twenty-two (22) times since being released on April 19<sup>th</sup>, 2021. Staff only received a few questions and comments regarding if these provisions would have any implications on existing properties.

## **Definitions**

The definitions assist those who may not be clear on the nature of a permitted use or how it has been defined for the purposes of the By-Law. The Definitions document was downloaded eleven

(11) times since being released on May 3<sup>rd</sup>, 2021. Staff have not received any questions or comments from the public on this section of the by-law.

### **Next Steps**

The next step is to complete the mapping component including mapping the existing approved site specific exceptions that will continue in the new Comprehensive Zoning By-law and map the environmental zones. Following this work there will be further consultation with the public and agencies. The draft of the Comprehensive Zoning By-law will be circulated to the Region and the Niagara Peninsula Conservation Authority and other agencies for review and comment. Further Information Reports will be brought to Council to provide an overview of agency comments and revisions made to the Zoning By-law to address comments received later in the fall.

Staff are also hopeful an in-person open house can be held later in the fall depending on pandemic restrictions. However, staff will continue to utilize the on-line engagement platform to post updates, engage the public and receive comments. The on-line engagement platform and 'Tuesday's with Tara have been very effective in getting public feedback and comments on the work completed to date.

It is anticipated that a final draft of the Comprehensive Zoning By-law and housekeeping Official Plan amendment will be presented to Council in December 2021/January 2022. A formal public meeting will also be required prior to Council adoption of the Comprehensive Zoning By-law and housekeeping Official Plan amendment.

### **Attachments**

Appendix A – Project Report

#### **Prepared and Recommended by:**

Tara Lynn O'Toole, B.A (Hons.)  
Policy Planner

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

#### **Prepared and Submitted by:**

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

# Summary Report

17 February 2021 - 09 August 2021

## Engaging Pelham

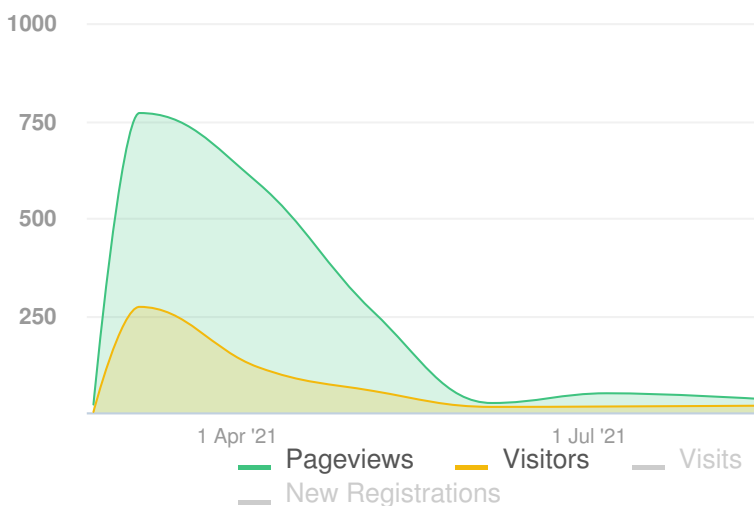
PROJECTS SELECTED: 1

Comprehensive Zoning Bylaw Review

FULL LIST AT THE END OF THE REPORT



### Visitors Summary



### Highlights

TOTAL VISITS	MAX VISITORS PER DAY	
557	78	
NEW REGISTRATIONS		
6		
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
7	153	368

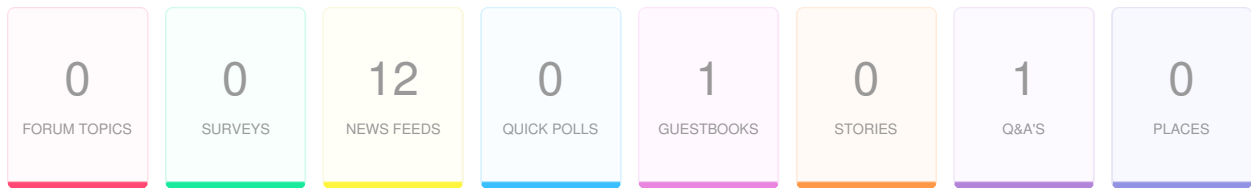
## PARTICIPANT SUMMARY

ENGAGED	7 ENGAGED PARTICIPANTS				(%)
		Registered	Unverified	Anonymous	
INFORMED	Contributed on Forums	0	0	0	Comprehensive Zoning Byla... 7 (1.9%)
	Participated in Surveys	0	0	0	
	Contributed to Newsfeeds	0	0	0	
	Participated in Quick Polls	0	0	0	
AWARE	Posted on Guestbooks	0	0	0	
	Contributed to Stories	0	0	0	
	Asked Questions	6	1	0	
	Placed Pins on Places	0	0	0	
	Contributed to Ideas	0	0	0	
* A single engaged participant can perform multiple actions				* Calculated as a percentage of total visits to the Project	

ENGAGED	153 INFORMED PARTICIPANTS				(%)
		Participants			
INFORMED	Viewed a video	0			Comprehensive Zoning Byla... 153 (41.6%)
	Viewed a photo	0			
	Downloaded a document	107			
	Visited the Key Dates page	0			
AWARE	Visited an FAQ list Page	0			
	Visited Instagram Page	0			
	Visited Multiple Project Pages	143			
	Contributed to a tool (engaged)	7			
	* A single informed participant can perform multiple actions				

ENGAGED	368 AWARE PARTICIPANTS				
		Participants			
INFORMED	Visited at least one Page	368			Comprehensive Zoning Byla... 368
AWARE					
* Aware user could have also performed an Informed or Engaged Action				* Total list of unique visitors to the project	

## ENGAGEMENT TOOLS SUMMARY



NEWSFEEDS SUMMARY	
12	NewsFeed
54	Visits
39	Visitors

TOP 3 NEWSFEEDS BASED ON VISITORS		
10 Visitors to	8 Visitors to	7 Visitors to
Zone of the Week - Agricultural and Rural Zones	Zoning for the Future	Zone of the Week - Residential Zones

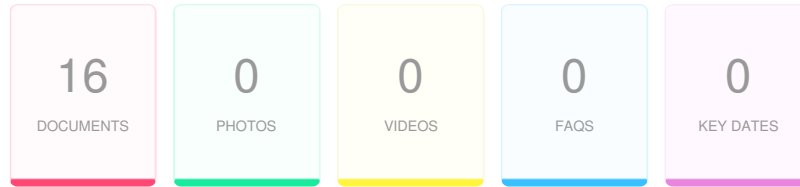
GUEST BOOKS SUMMARY	
1	Guest Books
0	Contributors
0	Entries

TOP 3 GUEST BOOKS BASED ON CONTRIBUTORS
0 Contributors to
Comprehensive Zoning Bylaw Review

Q & A SUMMARY	
1	Q&As
7	Contributors
8	Questions

TOP 3 Q & A BASED ON CONTRIBUTORS
7 Contributors to
Ask your question

## INFORMATION WIDGET SUMMARY



DOCUMENTS	
16	Documents
107	Visitors
332	Downloads

TOP 3 DOCUMENTS BASED ON DOWNLOADS		
69 Downloads	60 Downloads	35 Downloads
DRAFT General Provisions.pdf	PART III RESIDENTIAL ZONES.pdf	DRAFT PART V RURAL AND AGRICULTURAL.pdf

## TRAFFIC SOURCES OVERVIEW

REFERRER URL	Visits
www.pelham.ca	115
www.google.com	54
www.google.ca	19
t.co	8
m.facebook.com	7
l.facebook.com	5
www.niagarathisweek.com	4
android-app	3
172.20.16.32	1
outlook.live.com	1
www.niagarafallsreview.ca	1



## SELECTED PROJECTS - FULL LIST

PROJECT TITLE	AWARE	INFORMED	ENGAGED
Comprehensive Zoning Bylaw Review	368	153	7

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## MEMORANDUM

**TO:** Matt Kernahan, Planner, Upper Canada Consultants **RVA:** 215652  
**FROM:** Nick Palomba, Transportation Planner, R.V. Anderson Associates Ltd.  
**DATE:** May 27, 2021  
**SUBJECT:** Kunda Park / Forest Park Draft Plans – Subdivision Development  
Transportation Review of Road Network Options and Active Transportation Facilities

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### BACKGROUND

As part of the ongoing development application process for the proposed Kunda Park and Forest Park residential subdivision developments in the Town of Pelham (Town), R.V. Anderson Associates Limited (RVA) has been retained to undertake a technical review and evaluation of three proposed road network options and their ability to meet the mobility needs of the area and provide a recommendation with justification for a preferred road network option. These options relate to how the two planned subdivisions can connect with the existing surrounding transportation network (road and trail) and provide connectivity for the various travel modes and other community services.

It is our understanding that initial iterations of the Kunda Park Draft Plan of Subdivision did not include any trail crossings over the Steve Bauer Trail. However, in consultation with Town staff, the provision of at least one trail crossing was considered necessary to maintain conformity with the East Fonthill Secondary Plan, as well as to address other planning considerations such as dispersing traffic, providing a connection between the Kunda Park Subdivision and East Fonthill, and optimize accessibility to the subdivision for emergency services. Upper Canada Consultants (UCC) submitted the Kunda Park Draft Plan of Subdivision application on behalf of Sterling Realty in May 2020, which included a proposed road network with two (2) proposed trail crossings, as per the request of Town staff. A motion passed by Council on January 11, 2021 prohibited the trail crossings, thus impelling UCC to investigate alternative road network layout options for the subject development and approaching RVA's traffic consultants for their assistance in developing a proposed plan to move forward.

This technical memorandum provides: a description of the proposed roadway network options; potential trail crossing or connection alternatives; an estimate of the anticipated traffic generation from the development; a comparative multi-criteria evaluation of the proposed road network options; and a summary of our findings from this review and our recommendation for the preferred road network connectivity option.

## ROAD NETWORK OPTIONS

There are currently three (3) road network options being considered, shown in **Appendix A**, which provide various vehicular and active transportation connectivity options to both the internal and external transportation networks. The proposed Kunda Park residential subdivision is located on the west side of the Steve Bauer trail and will be an extension of the existing residential community connecting to both Stella Street and Kunda Park Boulevard. The proposed Forest Park residential subdivision is located to the east of the Steve Bauer Trail and is a new development with proposed connections to both Port Robinson Road via a Station Street southerly extension and to the future Saffron Meadows Phase 3 subdivision via several internal roadways. The Steve Bauer Trail intersects the overall development area in a north-south alignment with connection points at both Port Robinson Road and Merritt Road.

All three options considered include common transportation-related elements, most notably:

- Extension of Station Street south of Port Robinson Road east of the Steve Bauer Trail to the planned Walker Road;
- Planned future local road connections into the future Saffron Meadows Phase 3 residential development to the east; and
- A local road connection (Street A) to Stella Street to the west.

All of these proposed road connection points will provide vehicular and active transportation connections between the internal road network of the proposed development area and the existing surrounding road network.

Furthermore, the existing trail alignment between Port Robinson Road and Merritt Road is just over 1 kilometre in length with no intermediary access points. This long uninterrupted stretch of the trail system poses a safety concern with no accessible connections for trail users or emergency services personnel. All three of the proposed road network options

consist of a new access point along this segment of the trail system with varying degrees of functionality, accessibility, and safety, as described further below.

The primary distinguishing transportation-related elements of each option are as follows:

#### Option 1

- **Community Interconnection:** Interconnection of both subdivisions via an extension of William Street across the Steve Bauer Trail. The trail crossing is a proposed 8.5-metre-wide roadway with accommodation for all modes including boulevards, sidewalks, and street illumination.
- **PSW Impacts:** Kunda Park Boulevard is discontinuous at the Provincially Signification Wetland (PSW) located near the south end of the subdivision. No road extension is proposed through PSW areas.

#### Option 2

- **Community Interconnection:** Interconnection of both subdivisions does not exist for all modes. A paved 9-metre-wide emergency access connecting Station Street Road Extension to Street D in the Kunda Park Subdivision would be in place. The access would require paving of the trail at the crossing point for emergency vehicles. The emergency access would be gated at each end and would require emergency personnel to exit their vehicles and unlock the gate prior to proceeding. Pedestrians and cyclists could utilize the access for connectivity to the Steve Bauer Trail and the subdivisions. The access would be aligned with the proposed William Street and Station Street intersection and would not be illuminated.
- **PSW Impacts:** Kunda Park Boulevard is discontinuous at the PSW located near the south end of the subdivision. No road extension is proposed through PSW areas.

#### Option 3

- **Community Interconnection:** Interconnection of both subdivisions does not exist for all modes. A paved 3-metre-wide walkway connecting Station Street Road Extension to Street D in the Kunda Park Subdivision would be in place for use by pedestrians and cyclists. The walkway would be aligned with the proposed William Street and Station Street intersection and would not be illuminated.

- **PSW Impacts:** Kunda Park Boulevard would be extended southerly across the PSW area impacting the environment.

## SUBDIVISION TRAFFIC GENERATION

The proposed overall residential development is planned to consist of:

### Kunda Park

- 84 single-family detached dwelling units.

### Forest Park

- 77 single-family detached dwelling units;
- 87 street townhome units; and
- 280 multi-family dwelling units.

Weekday a.m. and p.m. peak hour traffic generation from the proposed development was estimated utilizing the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 10th Edition*. The results of the traffic generation analysis are summarized in **Table 1**, with detailed traffic generation calculation sheets provided in **Appendix B**.

*Table 1: Trip Generation Summary*

Land Use	Unit Count	Weekday a.m. peak hour		Weekday p.m. peak hour	
		Total Trips	Trips In/Out	Total Trips	Trips In/Out
Kunda Park					
Single-Family Detached	84	64	16/48	86	54/32
Forest Park					
Single-Family Detached	77	59	14/45	79	50/29
Townhomes	87	42	10/32	52	33/19
Multi-Family	280	127	29/98	148	93/55
Forest Park Total	-	228	53/175	279	176/103
Site Total	-	292	69/223	365	230/135

As shown, the two subdivisions are estimated to generate a total of 69 inbound and 223 outbound additional trips during the a.m. peak hour, and 230 inbound and 135 outbound additional trips during the p.m. peak hour. Providing a direct connection to Port Robinson Road (via the Station Street extension) will be key in servicing the peak hour inbound and

outbound volumes and efficiently distributing these and future trips from the Saffron Meadows Phase 3 subdivision to the surrounding collector and arterial road network, avoiding out of way travel and minimize use of internal local roadways.

## **STATION STREET ALIGNMENT**

As previously described, all three road network options include the proposed extension of Station Street south of Port Robinson Road, providing a road connection between the new residential communities and Port Robinson Road. There is a 20 metre road right-of-way to the east of the Steve Bauer Trail for this connection. If the entire roadway is maintained within this right-of-way the intersection at Port Robinson Road would result in an offset intersection configuration which is not desirable. The offset would not meet the intersection design guidelines from the industry-standard Transportation Association of Canada (TAC) Geometric Design Guide, requiring unconventional travel paths by vehicles travelling north-south along Station Street through the intersection, as well as operational concerns with left-turn movements at the intersection. Furthermore, from a safety standpoint, this configuration increases the likelihood of vehicle conflicts due to the conflicting travel paths, and also results in an unconventional crosswalk configuration with the potential for an increase in vehicle-pedestrian/cyclist conflicts.

Shifting the intersection of the proposed Station Street extension further east so as to result in a separate t-intersection independent of the existing Station Street t-intersection on Port Robinson Road has also been evaluated as an alternative option. As per the TAC Geometric Design Guide, the spacing between local-to-local intersections should be at least 40 metres to operate acceptably as successive t-intersections, with greater distances required along higher classification roadways as is the case here with Port Robinson Road being an arterial roadway. As per TAC, the typical minimum intersection spacing along arterial roadways is 200 metres, which is generally only applicable in areas of intense existing development or restrictive physical controls where feasible alternatives do not exist. Therefore, situating the Station Street extension further to east so as to result in two successive t-intersections would not meet the intersection design guidelines from the industry-standard TAC design guide, as achieving the recommended 200 metre separation between the two (2) t-intersections is not feasible.

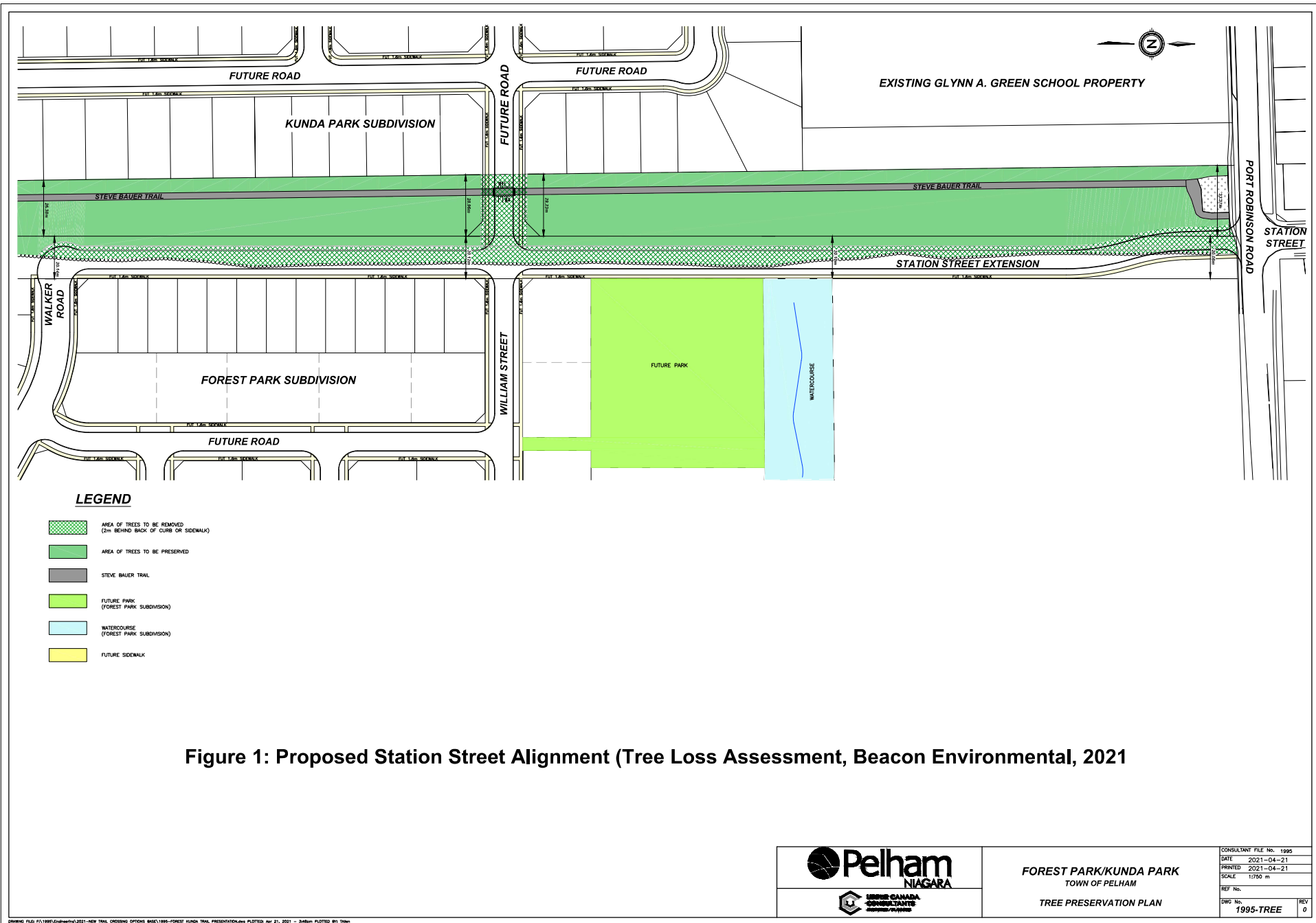
From a network connectivity standpoint, this road connection will serve as a key access point for vehicles accessing and egressing these future residential communities, with a substantial proportion of commuter traffic generated from these communities anticipated to be travelling to/from the north where higher-order transportation links are located (i.e.,

Highway 20). Therefore, requiring traffic volumes to make multiple turning movements between two (2) successive t-intersections along Port Robinson Road is not desirable from an operational standpoint for the intersections, or the Port Robinson corridor in general.

An alternate intersection configuration was developed in which the offset was eliminated by shifting the roadway to the west as it approaches Port Robinson Road using a centreline radius of 100 metres. The option aligns the south leg of the intersection with the north leg at Port Robinson Road. The resulting configuration creates a four-legged, all-way stop intersection, with painted crosswalks on all four approaches to accommodate pedestrians and cyclists including the trail users. This configuration, as illustrated in **Figure 1**, simplifies the intersection, and reduces the complexity of movements to be made by all modes. This proposed alignment and intersection location on Port Robinson Road is desirable from both operational and safety perspectives, for the reasons described below.

As described in this memorandum, there is notable estimated peak hour traffic generation related to these subdivisions with more to come online when the balance of the adjacent lands are developed, and with a substantial proportion of commuter traffic generated from these communities anticipated to be travelling to/from the north. Therefore, planning and maintaining an intersection configuration that operates efficiently at this location is critical to ensuring this “gateway” intersection, and the Port Robinson corridor in general, continue to operate efficiently and safely and can accommodate all travel modes.

As per the *Tree Loss Assessment* report prepared by Beacon Environmental, the proposed shift of the Station Street extension to the west (approximately 10 metres into the hedgerow) will not impact the wooded corridor associated with this section of the Steve Bauer Trail. Tree impacts at this location are limited to dead and dying Green Ash trees, twenty-three planted Spruce trees that are landscape cultivars, and one Manitoba Maple.



FOREST PARK/KUNDA PARK  
TOWN OF PELHAM  
TREE PRESERVATION PLAN

CONSULTANT FILE No.	1995
DATE	2021-04-21
PRINTED	2021-04-21
SCALE	1:750 m
REF No.	
DWG No.	1995-TREE
REV	0



## TRAIL CROSSING FACILITY DESIGN

The Option 1 roadway network includes a proposed trail crossing at the intersection of William Street and the Steve Bauer Trail. Based on trip generation calculations completed utilizing the ITE *Trip Generation Manual*, this future segment of William Street is estimated to service approximately up to 80 two-way vehicles during the weekday peak hour, which would occur during the afternoon. This section of William Street is planned to have a roadway width of approximately 8.5 metres, and an assumed maximum speed limit of 50 km/h.

As per the Ontario Traffic Manual (OTM) Book 15 (Pedestrian Crossing Treatments) Pedestrian Crossover Selection Matrix, based on the estimated peak volumes, 50 km/h posted speed limit, and roadway width (pedestrian crossing distance), this midblock crossing warrants a “Level 2 Type D” pedestrian crossover (PXO); a conceptual illustration of this PXO type from OTM Book 15 is shown in **Figure 2**. Key features of this crossing include side-mounted pedestrian cross-over signs, Ladder Crosswalk markings, Yield to Pedestrians line markings, and Advance Pedestrian Crossover Ahead signs and Lane Changing Prohibition signs in advance of the crossing. Based on project roadway volumes flashing beacons with pushbuttons are not warranted, however the Town may choose to add this feature for enhance visibility and clearer definition of who has right of way.



Figure 2: Level 2 Type D PXO (OTM Book 15)

As an added safety and speed control measure, there are several crossing treatments that can be considered at this location and it would be appropriate to discuss them with the Town of Pelham Engineering and Fire Department staff. These treatments consist of the use of a vertical deflection in the roadway, either at the PXO crossing or in advance of the PXO crossing. The options include the following:

1. A raised crosswalk or traffic table with a crosswalk, as illustrated in **Figure 3**. The crosswalk configuration of the pavement markings designates the accommodation of pedestrians and dismounted cyclists through the crossing facility. This raised traffic table feature will enhance active transportation safety by creating a traffic

calming feature through the vertical deflection of the roadway surface. It will also serve as an accessible design feature by raising the crossing surface, reducing the degree of vertical change for trail and other crossing users. The crossing design will be compliant with Accessibility for Ontarians with Disability Act (AODA) requirements (i.e., tactile walking surface indicators).

2. Speed humps or speed cushion in advance of the PXO. In these options the vertical deflection would occur in advance of the crossing locations to manage approaching vehicle speeds. These options have one key difference, the speed cushions would be designed to allow emergency vehicles to not be impacted by the vertical deflection, thus not affecting their response time to events. The spacing of these features along the short section of roadway will be discussed with the Town.

The typical geometric design of speed humps, speed cushions and speed tables is shown in **Appendix C**, taken from the TAC *Canadian Guide to Traffic Calming*.

Contained in each option would be advance signage along the trail to advise approaching trail users of the roadway crossing, to advise cyclists to dismount before crossing, and also the use of gate systems at each trail end to restrict unauthorized vehicles from entering the trail and also to further enforce the requirement for cyclists to dismount before entering the crossing. Also, the intersection of William Street and Street D and William Street and Station Street would be two-way stop controlled on William Street.

The location of the crossing will be aligned with the existing alignment of the Steve Bauer Trail, approximately 20 metres west of the Station Street extension intersection and approximately 43 metres east of the first local road intersection to the west. This mid-block crossing location is desirable from operational and safety standpoints, as it separates the crossing from the adjacent intersections so that vehicles turning out of those intersections (typically at low speeds) onto this segment of William Street will have clear visibility ahead to perceive, react, and yield to crossing pedestrians and dismounted cyclists.

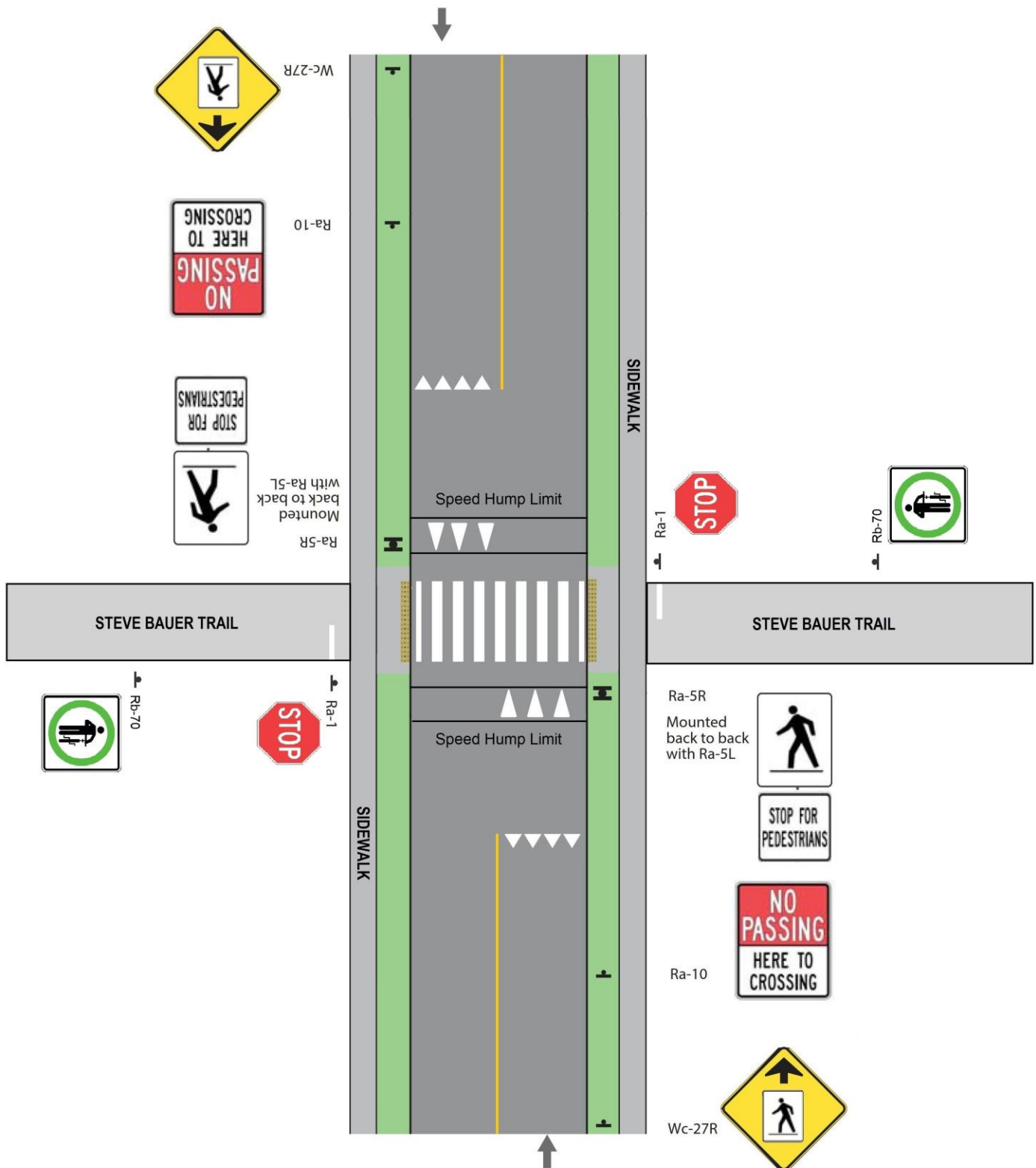


Figure 3: “Level 2 Type D” PXO with Raised Traffic Table

Note:  
Additional signage and pavement marking on trail approaches can be considered.  
PXO could be upgraded to include rapid flashing beacons with pushbuttons.

## MULTI-CRITERIA EVALUATION

Utilizing transportation-related criteria, RVA has undertaken a multi-criteria evaluation to comparatively evaluate the road network options; the general evaluation criteria used in evaluating the road network options are outlined in **Table 2**.

Table 2: Evaluation Criteria

CRITERIA	DESCRIPTION
<b>Traffic Operations</b>	
Neighbourhood Connectivity	Number and accessibility of road network connections provided between the site and the external road network.
Emergency Medical Services (EMS) Access	Degree of accessibility for emergency vehicles to access the site from the external road network
Intersection Operations	Anticipated traffic operational impacts of the site generated traffic on surrounding intersections
<b>Trail Operations and Safety</b>	
Road/Trail Crossings	Number of road-trail crossing proposed
Trail Access	Degree of accessibility for trail users accessing the trail
Illumination	Level of additional trail illumination proposed
<b>Natural Environment Impacts</b>	
Vegetation Impacts	Variation in vegetation impacts (i.e., tree removals) between the options
PSW Impacts	Variation in PSW impacts between the options

The project team comparatively ranked each road network option, for each of the described criteria, to determine the preferred option; **Figure 4** demonstrates the rating scale used in the evaluation.

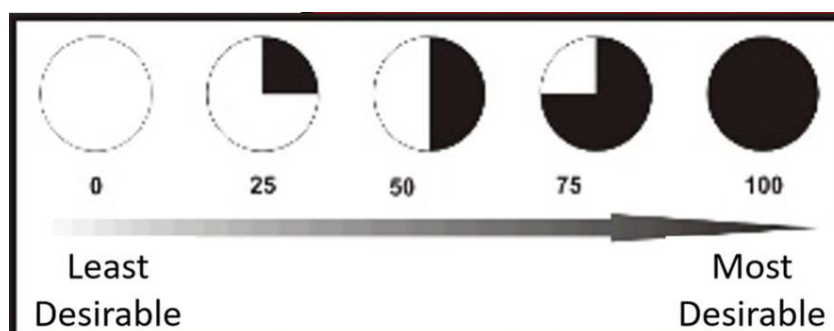


Figure 4: Alternative Solutions Ranking System

The completed multi-criteria evaluation table, with brief explanations justifying the assigned scores, is provided in **Appendix D**.

As shown in the evaluation table, **Option 1 is the preferred road network option**, for the following key distinguishing factors:

- **Traffic Operations:** This option maximizes road network connectivity and EMS accessibility with multiple road connection options provided and offers the best dispersion of traffic to the surrounding collector and arterial road network with the least anticipated impacts to intersection operations for all modes and services.
- **Trail Operations and Safety:** This option proposes a road-trail crossing that provides an additional access point for trail users via William Street, with additional illumination proposed at the subject crossing; and
- **Natural Environment:** The level of vegetation impacts associated with the proposed trail crossing is generally nominal as per the Beacon Environmental Tree Loss Assessment report, with no measurable difference in tree loss if an EMS access to the trail was proposed instead of the William Street crossing, and furthermore no PSW impacts are proposed.

## SUMMARY OF FINDINGS

The findings of this transportation review are summarized as follows:

- Three (3) road network options are proposed, providing various vehicular and active transportation access points and internal road network layouts for the proposed Kunda Park and Forest Park communities;
- The overall site is estimated to generate a total of 69 inbound and 223 outbound additional trips during the a.m. peak hour, and 230 inbound and 135 outbound additional trips during the p.m. peak hour;
- Providing a direct connection to Port Robinson Road (via the Station Street extension), with a typically aligned intersection configuration at Port Robinson Road, will be key in servicing the peak hour inbound and outbound volumes while maintaining an acceptable level of service and safety for all modes;
- An alignment of the Station Street Extension offset from the existing Station Street north approach at Port Robinson Road does not meet TAC Design Guidelines,

would result in vehicle path conflicts, and increases the likelihood of vehicle-pedestrian/cyclist conflicts;

- The proposed trail crossing on William Street warrants a “Level 2 Type D” crossing as per the OTM Pedestrian Crossover Selection Matrix; and
- Based on a multi-criteria evaluation of the proposed road network options, Option 1 is the preferred option based on traffic operations, trail operations and safety, and natural environment impacts.

## RECOMMENDATIONS

Based on the findings as detailed in this Transportation Review, the Option 1 road network layout is recommended for implementation, and the proposed trail crossing at William Street is recommended to be signed and marked as a “Level 2 Type D” crossing per OTM guidelines, with the crossing configured either as an at-grade PXO with speed humps in advance, or the PXO situated on a raised platform (speed table/crosswalk) to manage vehicular approach speeds. These should be discussed with Town Staff and Emergency Services staff to determine the preferred treatment.

## CLOSING

Thank you for providing us with the opportunity to undertake this study. If there is any query related to this memorandum, please feel free to contact Nick Palomba at 905-685-5049 ext. 4204 or by email at [NPalomba@rvanderson.com](mailto:NPalomba@rvanderson.com).

Yours very truly,

**R.V. ANDERSON ASSOCIATES LIMITED**



Nick Palomba, P.Eng.  
Vice-President  
Manager of Transportation Planning



Adam Mildenerberger, B.A., C.E.T.  
Transportation Planner

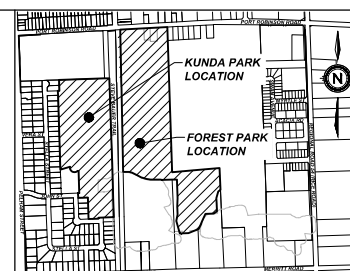
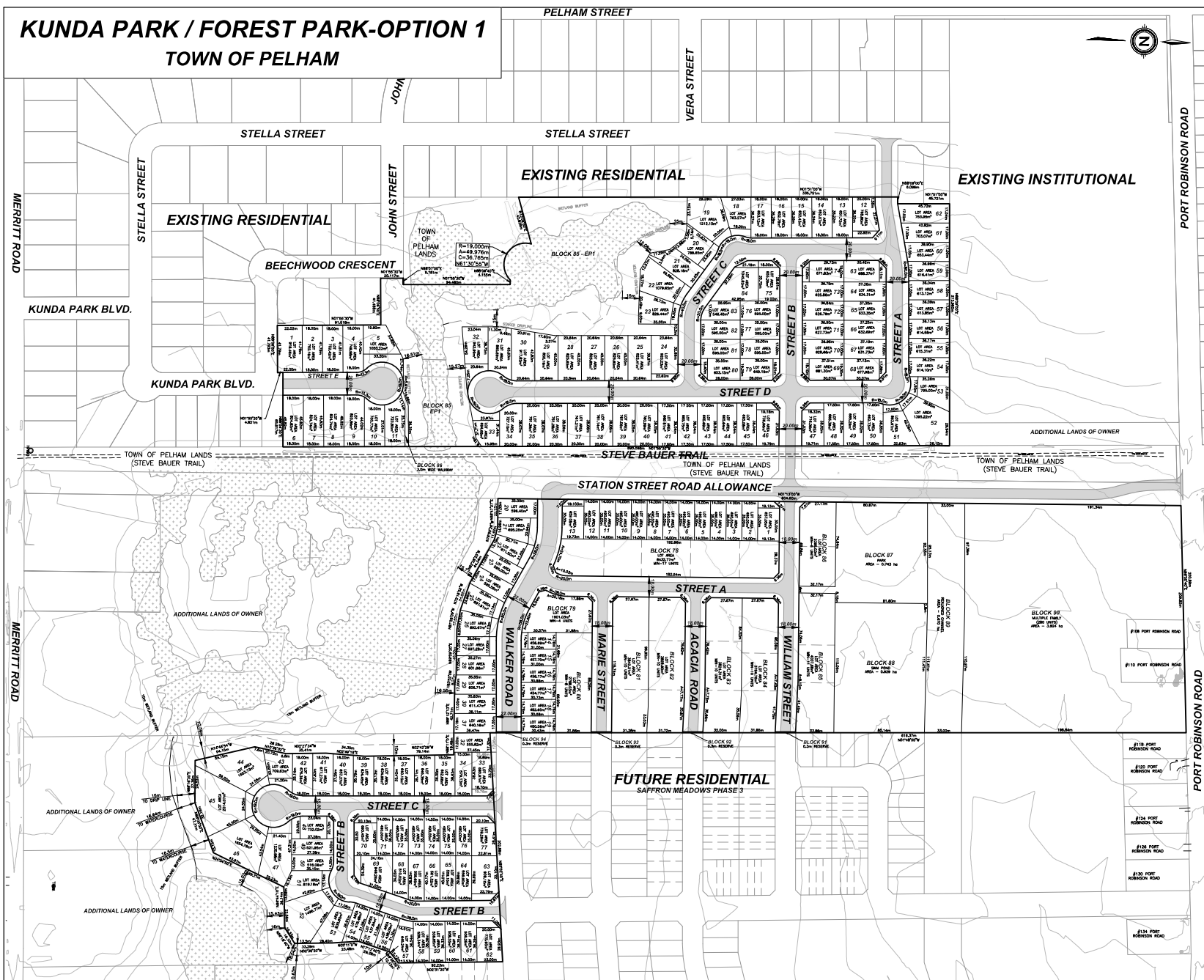
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## **APPENDIX A**

### **ROAD NETWORK OPTIONS**

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# KUNDA PARK / FOREST PARK-OPTION 1 TOWN OF PELHAM



**KEY PLAN**  
N.T.S.

## DRAFT PLAN OF SUBDIVISION

### LEGAL DESCRIPTION

PART OF LOT 172 & LOT 173  
GEOGRAPHIC TOWNSHIP OF THOROLD  
NOW IN THE TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA

### OWNER'S CERTIFICATE

BEING THE REGISTERED OWNER, HEREBY  
ADVISES THAT THE DRAFT PLAN OF  
SUBDIVISION IS A TRUE AND CORRECT  
REPRESENTATION OF THE LAND TO BE SUBDIVIDED AND  
CONVEYED THEREON.

*[Signature]*  
JANUARY 6, 2020

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF  
THE LOTS TO BE SUBDIVIDED ARE  
CORRECTLY SHOWN.

*[Signature]*  
FEBRUARY 18, 2020

### REQUIREMENTS OF SECTION 51(17) OF THE PLANNING ACT

4) SEE PLAN 4) SEE PLAN 4) SEE PLAN  
5) SEE PLAN 5) SEE PLAN 5) SEE PLAN  
6) SEE PLAN 6) SEE PLAN 6) SEE PLAN  
7) SEE PLAN 7) SEE PLAN 7) SEE PLAN  
8) SEE PLAN 8) SEE PLAN 8) SEE PLAN  
9) SEE PLAN 9) SEE PLAN 9) SEE PLAN  
10) SEE PLAN 10) SEE PLAN 10) SEE PLAN

## LAND USE SCHEDULE - KUNDA PARK

LAND USE	LOT/BLOCK	# OF UNITS	AREA(ha)	AREA(%)
SINGLE FAMILY RESIDENTIAL	1-84	84	6.216	55.98
ENVIRONMENTAL PROTECTION	BLOCK 85		2.629	23.68
5.0m WIDE WALKWAY	BLOCK 86		0.015	0.14
ROADWAY			2.244	20.21
TOTAL	86	84	11.104	100.00

DEVELOPABLE AREA = 8.475 ha  
DEVELOPABLE DENSITY = 9.31 units/ha

## LAND USE SCHEDULE

LAND USE	LOT/BLOCK	# OF UNITS	AREA(ha)	AREA(%)
SINGLE FAMILY RESIDENTIAL	LOTS 1-77	77	4.764	27.97
STREET TOWN RESIDENTIAL	BLOCK 78-86	87	3.522	20.68
MULTIPLE FAMILY RESIDENTIAL	BLOCK 90	280	3.924	23.04
PARK	BLOCK 87		0.743	4.36
SWM POND	BLOCK 88		0.929	5.45
WATERCOURSE	BLOCK 89		0.870	3.93
0.3m RESERVE	BLOCK 91-94		0.002	0.01
ROADWAY			2.478	14.55
TOTAL	94	444	17.032	100.00

DEVELOPABLE AREA = 16.362ha (EXCLUDES WATERCOURSE)  
DEVELOPABLE DENSITY = 27.14 units/ha

ISSUED FOR REVIEW	2021-02-23	DATE	REV
#	REVISION	DATE	REV

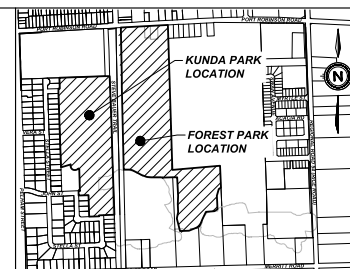
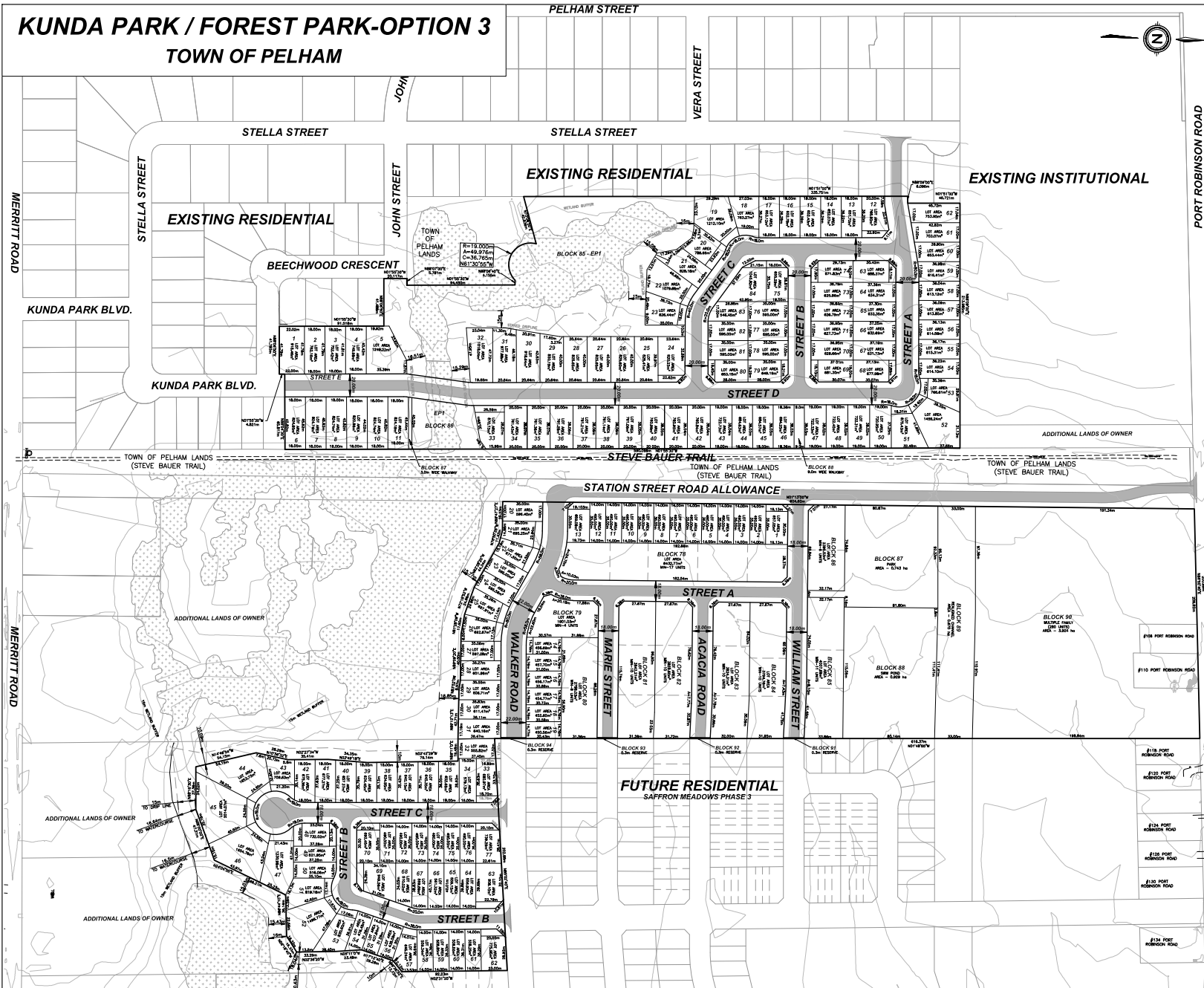


DRAWING TITLE <b>KUNDA PARK / FOREST PARK OVERALL DRAFT PLAN OF SUBDIVISION (OPTION 1)</b>	DRAFTING TA/MK DATE JANUARY 18, 2021 PRINTED FEBRUARY 23, 2021 SCALE 1:1500 DWG No. 1995-OP1 REV 0
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***KUNDA PARK / FOREST PARK-OPTION 3***  
***TOWN OF PELHAM***



**KEY PLAN**  
N.T.S.

**DRAFT PLAN OF SUBDIVISION**

### LEGAL DESCRIPTION

PART OF LOT 172 & LOT 173  
GEOGRAPHIC TOWNSHIP OF THOROLD  
NOW IN THE TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA

**OWNER'S CERTIFICATE**

BEING THE REGISTERED OWNER, I HEREBY  
AUTHORIZE UPPER CANADA CONSULTANTS TO  
PREPARE AND SUBMIT THIS DRAFT PLAN OF  
SUBDIVISION TO THE TOWN OF PELHAM  
FOR APPROVAL.

John De Lisi JANUARY 4, 2020  
JOHN DELISO, STEERING BEAUTY (NIAGARA) INC. DATE

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF  
THE LANDS TO BE SUBDIVIDED ARE  
CORRECTLY SHOWN.

William K. Nassar FEBRUARY 18, 2020  
KING-P-AMSCO-URE SURVIVINO LTD. DATE

### **REQUIREMENTS OF SECTION 51(17) OF THE PLANNING ACT**

- a) SEE PLAN      e) SEE PLAN      f) SILTY SAND  
b) SEE PLAN      f) SEE PLAN      g) SEE PLAN  
c) SEE PLAN      g) SEE PLAN      h) FULL SERVICE  
d) SEE PLAN      h) MUNICIPAL WATER      i) SEE PLAN

**LAND USE SCHEDULE - KUNDA PARK**

LAND USE	LOT/BLOCK	# OF UNITS	AREA(ha)	AREA
SINGLE FAMILY RESIDENTIAL	1-84	84	6.349	37.0
ENVIRONMENTAL PROTECTION 1	BLOCK 85-86		2.512	12.0
3.0m WIDE WALKWAY	BLOCK 87	0.015	0.0	0.0
9.0m WIDE EMERGENCY ACCESS	BLOCK 88		0.034	0.0
ROADWAY			2.194	19.0
TOTAL	88	84	11.104	100.0

DEVELOPABLE AREA = 8.592ha  
 DEVELOPABLE DENSITY = 9.78 units/ha

## LAND USE SCHEDULE

LAND USE	LOT/BLOCK	# OF UNITS	AREA(ha)	AREA(acre)
SINGLE FAMILY RESIDENTIAL	LOTS 1-77	77	3.964	27.6
STREET TO RESIDENTIAL	LOTS 78-88	87	3.522	26.2
MULTIPLE FAMILY RESIDENTIAL	BLOCK 90	280	4.724	23.3
PARK	BLOCK 87	87	0.743	4.4
SIM POND	BLOCK 88		0.929	5.6
WATERCOURSE	BLOCK 89		0.670	3.3
0.2% RESERVE			0.052	0.3
ROADWAY	BLOCK 91-94		2.478	14.4
<b>TOTAL</b>	<b>94</b>	<b>444</b>	<b>17.332</b>	<b>100.0</b>
DEVELOPABLE AREA = 16.362ha (EXCLUDES WATERCOURSE)				
DEVELOPABLE DENSITY = 27.14 units/ha				

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.	.	.	
0	ISSUED FOR REVIEW	2021-02-23	W
#	REVISION	DATE	IN



DRAWING TITLE  
**KUNDA PARK /  
FOREST PARK  
OVERALL DRAFT PLAN  
OF SUBDIVISION  
(OPTION 3)**

N	DRAFTING	TA/MK
	DATE	JANUARY 18, 20
	PRINTED	APRIL 1, 2021
	SCALE	1:1500
	DWG No.	<b>1995-OP3</b>

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**APPENDIX B**

**TRAFFIC GENERATION CALCULATION  
SHEETS**

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**OPTION 1****Kunda Park (Top Side) Cul-De-Sac**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	11	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	13	12	3/10	7/5

**Kunda Park (Top Side) Right Side**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	73	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	57	75	14/43	47/28

**Forest Park (Bottom Side)**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	77	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	59	79	14/45	50/29
Multifamily Housing (Low Rise) LUC (220)	87	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	42	52	10/32	33/19
Multifamily Housing (Low Rise) (Block 90) LUC (220)	280	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	127	148	29/98	93/55
<b>Total (Bottom Side)</b>				<b>228</b>	<b>279</b>	<b>53/175</b>	<b>176/103</b>

**OPTION 2****Kunda Park (Top Side) Cul-De-Sac**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	11	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	13	12	3/10	7/5

**Kunda Park (Top Side) Right Side**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	73	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	57	75	14/43	47/28

**Forest Park (Bottom Side)**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	77	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	59	79	14/45	50/29
Multifamily Housing (Low Rise) LUC (220)	87	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	42	52	10/32	33/19
Multifamily Housing (Low Rise) (Block 90) LUC (220)	280	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	127	148	29/98	93/55
<b>Total (Bottom Side)</b>				<b>228</b>	<b>279</b>	<b>53/175</b>	<b>176/103</b>

**OPTION 3****Kunda Park (Top Side)**

Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	84	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	64	86	16/48	54/32

**Forest Park (Bottom Side)**

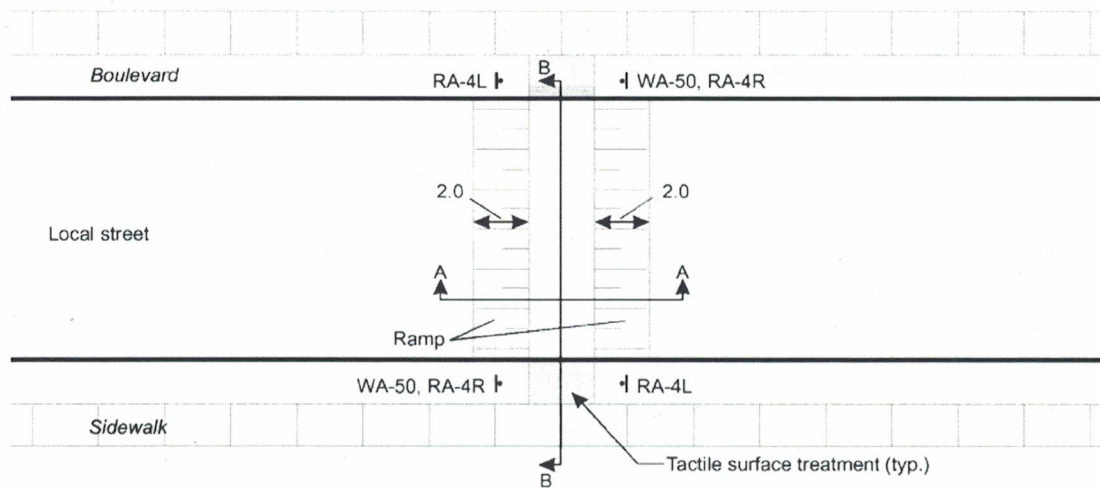
Land Use	Unit Count	Equation		Total Trips		Inbound/Outbound	
		AM	PM	AM	PM	AM	PM
Single Family Detached LUC (210)	77	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	59	79	14/45	50/29
Multifamily Housing (Low Rise) LUC (220)	87	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	42	52	10/32	33/19
Multifamily Housing (Low Rise) (Block 90) LUC (220)	280	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$	127	148	29/98	93/55
<b>Total (Bottom Side)</b>				<b>228</b>	<b>279</b>	<b>53/175</b>	<b>176/103</b>

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**APPENDIX C**

**TRANSPORTATION ASSOCIATION OF  
CANADA MANUAL EXCERPTS**

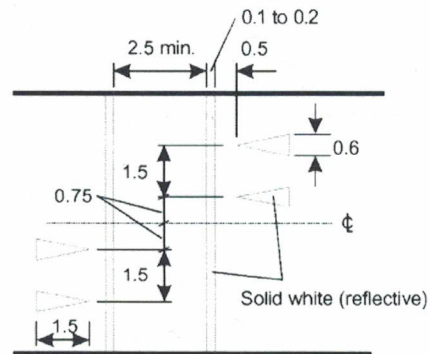
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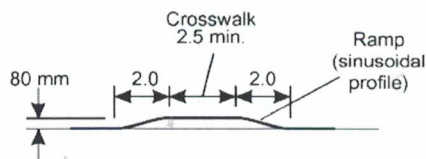
Sign Descriptions:

RA-4 Pedestrian Crosswalk  
WA-50 Speed Hump

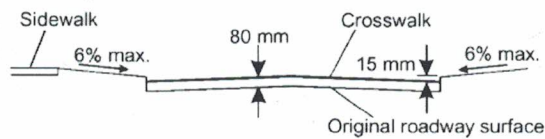
- Catch basins are required on the uphill side of a raised crosswalk.
- To satisfy the recommended curb-face height of 15 mm may require sidewalk reconstruction adjacent to the curb.



Pavement Markings  
(two-way street)



Section A-A



Section B-B

Ramp Height Development

Crosswalk profile parallel to roadway surface.

Distance (m)	0.000	0.125	0.250	0.375	0.500	0.625	0.750	0.875	1.000	1.125	1.250	1.375	1.500	1.625	1.750	1.875	2.000
Finished Height (mm)	0	1	3	7	12	18	25	32	40	48	55	62	68	73	77	79	80

All dimensions are in metres unless otherwise noted.

NOT TO SCALE

FIGURE 4.1 – MIDBLOCK RAISED CROSSWALK



#### 4.2.4 SPEED HUMP / TABLE

A speed hump/table is intended to produce sufficient discomfort to limit travel speeds yet allow the driver to maintain vehicle control. Its design is intended to limit effects on emergency, maintenance and transit vehicles while allowing cyclists to comfortably cross the speed hump.

##### A. Geometric Requirements

Speed humps and speed tables described in Section 3.2.4 have similar configurations except that the latter has a flat top section 3.0 m long by 80 mm high between the two halves of the local street hump which is more suitable for roadways with higher design speeds. This difference recognizes the likelihood of transit and emergency routes being located on the collector streets. Section A-A in Figure 4.6 shows this difference. Note that motor vehicles may try use bicycle lanes to reduce deflection. Consideration should be given for maintaining the speed hump/table across the width of the bicycle lane or a physical separation (median, delineator posts) could be provided to 'protect' the bicycle lane from motorists trying to avoid the hump.

The vertical transition required at each end of a retrofit speed hump should be keyed into the existing pavement. This will produce a structure which is more securely bonded to the existing pavement than a "feather edged" installation. Such an installation should minimize damage to, and by, snow plowing equipment.

The dimensions and profile (sinusoidal) of the ramp as shown, are the most compatible with roadway maintenance, emergency vehicle travel and general driveability requirements. It is recognized that while current construction techniques may make achievement of this profile difficult, best attempts should be made to build within a typically acceptable construction variation tolerance of  $\pm 3$  mm.

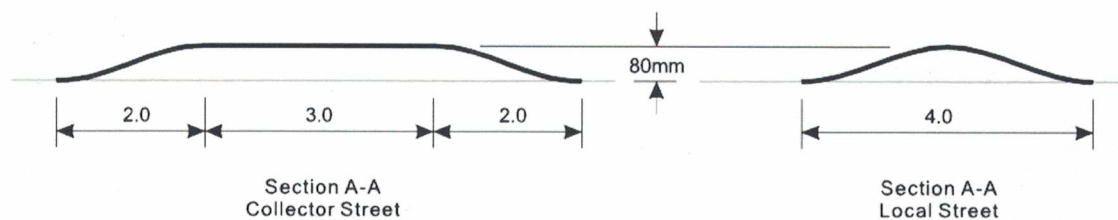
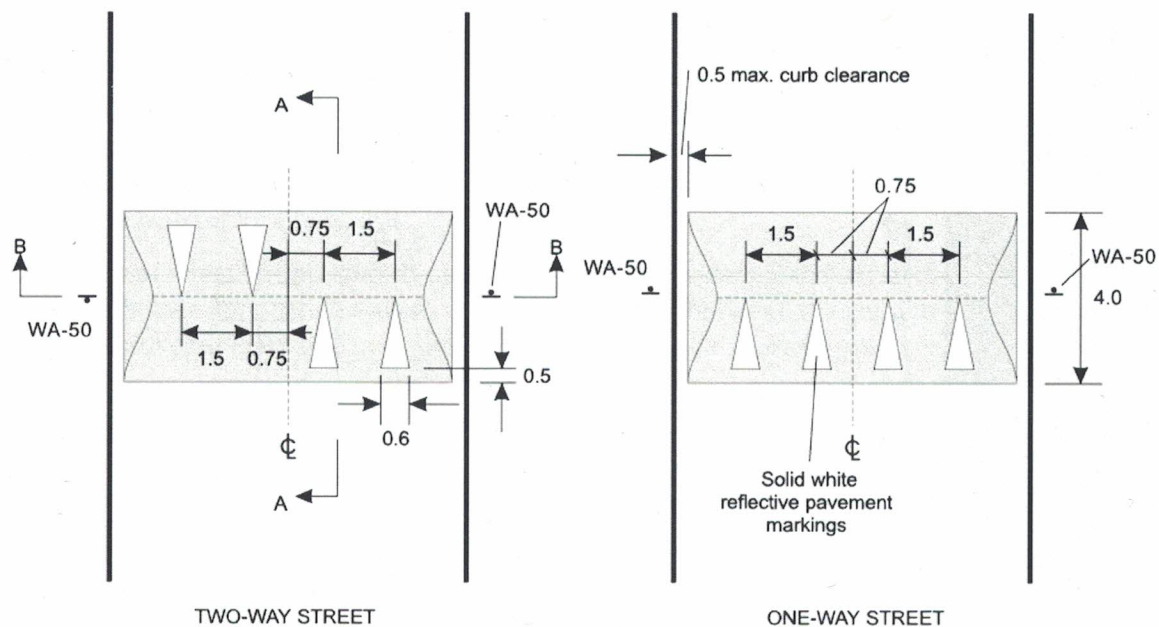
In order to retain slower vehicle speeds over longer distance, a series of speed humps/tables is required. A spacing of 80 m to 150 m is recommended to maintain an 85th percentile operating speed between 40 and 48 km/h.

##### B. Signing and Pavement Marking Requirements

A Speed Hump sign (WA-50) should be installed facing traffic and immediately adjacent to the speed hump. If a speed hump is installed on a one-way street, Speed Hump signs should be installed on both sides of the street facing traffic. The recommended design for pavement markings is shown on Figure 4.6. Advance pavement markings may also be provided to improve conspicuity of the speed hump/table, as illustrated in Figure 4.7. If required due to sign visibility, speed hump/table visibility or other factors, Speed Hump warning signs with distance tabs may be considered for placement in advance of the speed hump/table. The specific design of the triangular pavement markings should be noted, as these may appear to be similar to the Advance Yield to Pedestrians Line<sup>18</sup> used in advance of pedestrian crossings, but have different size, spacing and triangle orientation.

---

<sup>18</sup> Transportation Association of Canada, *Pedestrian Crossing Control Guide*, 2012, p. S2-43

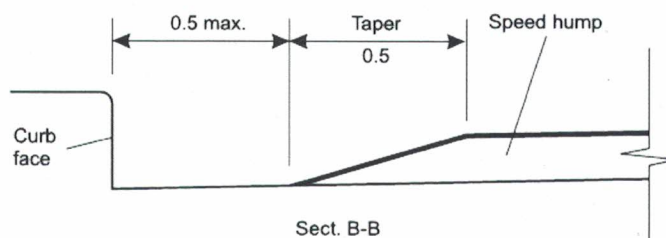


### Sinusoidal Speed Hump Development

Distance (m)	0.000	0.125	0.250	0.375	0.500	0.625	0.750	0.875	1.000	1.125	1.250	1.375	1.500	1.625	1.750	1.875	2.000
Finished Height (mm)	0	1	3	7	12	18	25	32	40	48	55	62	68	73	77	79	80

#### Sign Descriptions:

WA-50 Speed Hump



All dimensions are in metres unless otherwise noted.

NOT TO SCALE

FIGURE 4.6 – SPEED HUMP

#### 4.2.3 SPEED CUSHION

Speed cushions are intended to produce sufficient discomfort to limit passenger vehicle travel speeds yet allow the driver to maintain vehicle control, while allowing larger vehicles such as transit vehicles and emergency vehicles to pass without difficulty, by straddling the raised elements of the speed cushion.

##### A. Geometric Requirements

All sides of the cushions shall be ramped to allow drainage. All edges of the ramps should be formed and keyed into the existing asphalt to provide adequate drainage and a continuous road surface.

Typically one speed cushion is installed per travelled lane. The optimal width for speed cushions is approximately 1.8 m, which is narrow enough to allow emergency vehicles to pass unaffected but wide enough to maintain the desired slowing effect for passenger vehicles. The space between the cushions and the curb should be approximately 0.6 m, which is narrow enough so that drivers cannot avoid the cushions but wide enough for bicycles and for the tires of emergency vehicles to pass. If only two cushions are installed, one in each direction, the distance between them must be at least 1.50 m so that heavy vehicles do not pass too close to one another.

For streets that are not transit routes, or for locations where transit can safely and legally drive over the centre line for short periods of time, the three cushion design shown in Figure 4.5, may be an option. The advantage is that it forces passenger cars and light trucks to more typically drive over the cushions with both sets of tires, while drivers may be able to avoid the cushions with one side of the vehicle in the standard design. The three hump design requires transit and emergency vehicles to cross the centre line, so the specific site conditions, such as visibility, as well as rules of the road should be considered.

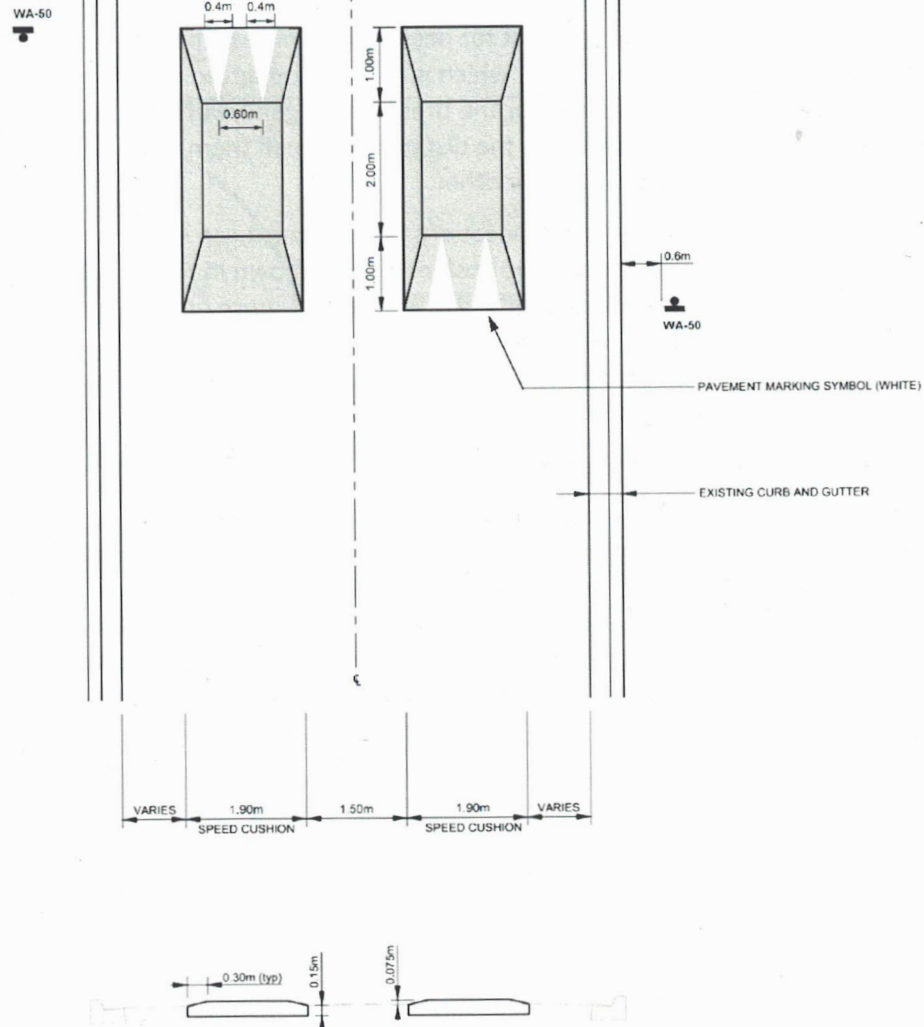
##### B. Signing and Pavement Marking Requirements

A Speed Hump sign (WA-50) should be installed facing traffic and immediately adjacent to the speed cushion. If required due to sign visibility, speed cushion visibility or other factors, Speed Hump warning signs with distance tabs may be considered for placement in advance of the speed cushion. If a speed cushion is installed on a one-way street, Speed Hump signs should be installed on both sides of the street facing traffic. The recommended design for pavement markings is shown on Figures 4.4 and 4.5. The specific design of the triangular pavement markings should be noted, as these may appear to be similar to the Advance Yield to Pedestrians Line<sup>17</sup> used in advance of pedestrian crossings, but have different size, spacing and triangle orientation.

---

<sup>17</sup> Transportation Association of Canada, *Pedestrian Crossing Control Guide*, 2012, p. S2-43





All dimensions are in metres unless otherwise noted.

NOT TO SCALE

FIGURE 4.4 – SPEED CUSHION

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## **APPENDIX D**







### **MULTI-CRITERIA EVALUATION TABLES**

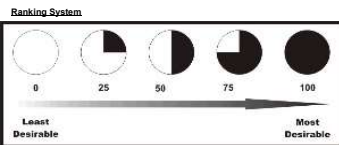
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**MULTI-CRITERIA EVALUATION TABLE**  
Kunda Park / Forest Park Draft Plans - Subdivision Development  
Transportation Review of Road Network Options and Active Transportation Facilities

EVALUATION CRITERIA	Option 1 (1 Road Connection to Station Street, with Road Crossing Trail; No Road Extension Through PSW)		Option 2 (No Road Connection to Station Street, EMS Access Crossing Trail; No Road Extension Through PSW)		Option 3 (No Road Connection to Station Street, with Walkway Crossing Trail; Road Extension Through PSW)	
MOBILITY	●	Maximizes road network connectivity and EMS accessibility with local road connection across Steve Bauer Trail, connecting Kunda and Forest Park neighbourhoods. Offers the best dispersion of traffic to surrounding intersections with maximum available access points between the neighbourhood and the external road network.	◐	Steve Bauer Trail divides the neighbourhood, with no direct auto connection between the Kunda and Forest Park neighbourhoods. Pedestrian and cyclists connectivity to be maintained through EMS dedicated access. EMS response time to be reduced due to required stopping/unlocking of access gates, as well as efficiency of other transportation-related services (i.e., waste collection, school buses, etc.) between the neighbourhoods.	◐	Steve Bauer Trail divides the neighbourhood, with no direct auto connection between the Kunda and Forest Park neighbourhoods. Pedestrian and cyclists connectivity to be maintained through walkway. EMS response time to be reduced due to no direct connection between Kunda and Forest Park neighbourhoods, as well as efficiency of other transportation-related services (i.e., waste collection, school buses, etc.) between the neighbourhoods.  Proposed road connection through the PSW to the south of the Kunda Park neighbourhood to provide limited improvement to overall traffic operations.
Neighbourhood Connectivity	4	<ul style="list-style-type: none"> <li>Road connection provided across Steve Bauer Trail, connecting the Kunda and Forest Park neighbourhoods.</li> <li>Road connections provided to Port Robinson Road to the north via Station Street, to the east through adjacent future residential development, and to the west to Pelham Street.</li> <li>No direct road connection through the PSW to the south to Merritt Road, requiring use of Stella Street to divert around the PSW.</li> <li>Sidewalk provided on all proposed local roads for pedestrians, and cyclists to utilize roadway with auto traffic.</li> <li>Optimal connectivity and access for school buses, future transit/uber, waste collection, snow plow operations, and other transportation-based services.</li> </ul>	2	<ul style="list-style-type: none"> <li>Road connection <b>not</b> provided across Steve Bauer Trail, with no direct road connection between the Kunda and Forest Park neighbourhoods.</li> <li>Pedestrian/cyclist accommodation between the Kunda and Forest Park neighbourhoods provided across Steve Bauer Trail via gated emergency access.</li> <li>Road connections for Forest Park provided to Port Robinson Road to the north via Station Street, and to the east through adjacent future residential development, with no direct connection to the south to Merritt Road.</li> <li>Road connections for Kunda Park provided to the west to Pelham Street through existing local streets, with no direct connection to the north to Port Robinson Road.</li> <li>No direct road connection through the PSW to the south to Merritt Road from Kunda Park, requiring use of Stella Street to divert around the PSW.</li> <li>Sidewalk provided on all proposed local roads for pedestrians, and cyclists to utilize roadway with auto traffic.</li> <li>Discontinuous access for school buses, future transit/uber, waste collection, snow plow operations, and other transportation-based services between residential communities.</li> </ul>	2	<ul style="list-style-type: none"> <li>Road connection <b>not</b> provided through Steve Bauer Trail, with no direct road connection between the Kunda and Forest Park neighbourhoods.</li> <li>Pedestrian/cyclist accommodation between the Kunda and Forest Park neighbourhoods provided across Steve Bauer Trail via walkway.</li> <li>Road connections for Forest Park provided to Port Robinson Road to the north via Station Street, and to the east through adjacent future residential development.</li> <li>Road connections for Kunda Park provided to the west to Pelham Street through existing local streets, and to the south to Merritt Road through new crossing of the PSW, with no direct connection to the north to Port Robinson Road.</li> <li>Sidewalk provided on all proposed local roads for pedestrians, and cyclists to utilize roadway with auto traffic.</li> <li>Discontinuous access and access for school buses, future transit/uber, waste collection, snow plow operations, and other transportation-based services between residential communities.</li> </ul>
Emergency Medical Services (EMS) Access	4	<ul style="list-style-type: none"> <li>Optimal network connectivity and accessibility for EMS vehicles.</li> <li>Local road connection across the Steve Bauer Trail between the Kunda and Forest Park neighbourhoods, minimizing EMS response times.</li> <li>No dedicated EMS (Gated) accesses required.</li> </ul>	2	<ul style="list-style-type: none"> <li>Gated EMS dedicated access proposed across Steve Bauer Trail, providing an EMS dedicated connection between the Kunda and Forest Park neighbourhoods.</li> <li>EMS access requires reconstruction of trail surface for heavy vehicle usage at crossing location.</li> <li>Negative impact to EMS response times due to required stopping and unlocking of access gates by EMS personnel.</li> </ul>	3	<ul style="list-style-type: none"> <li>Connection through PSW to the south provides additional access point for Kunda park Subdivision for EMS vehicles.</li> <li>No EMS connection provided between Kunda and Forest Park neighbourhoods.</li> </ul>
Intersection Operations	3	<ul style="list-style-type: none"> <li>The connectivity between Kunda and Forest Park neighbourhoods and with the external road network results in reduced out of way travel and the greatest level of connectivity with surrounding intersections.</li> <li>Local road connection across Steve Bauer Trail (William Street) will include stop controls at its intersections both east and west of the trail crossing.</li> </ul>	2	<ul style="list-style-type: none"> <li>With no road connection between the Kunda and Forest Park neighbourhoods, there will be an increase in out of way travel and greater reliance (traffic volumes) on the intersection of Vera Street at Pelham Street for vehicles accessing/egressing the Kunda Park neighbourhood.</li> <li>No road connection for Kunda Park to Station Street.</li> </ul>	2	<ul style="list-style-type: none"> <li>With no road connection between the Kunda and Forest Park neighbourhoods, there will be an increase in out of way travel and greater reliance (traffic volumes) on the intersection of Vera Street at Pelham Street for vehicles accessing/egressing the Kunda Park neighbourhood.</li> <li>No road connection for Kunda Park to Station Street.</li> </ul>
Category Score	<b>92%</b>		<b>50%</b>		<b>58%</b>	

**MULTI-CRITERIA EVALUATION TABLE**  
Kunda Park / Forest Park Draft Plans - Subdivision Development  
Transportation Review of Road Network Options and Active Transportation Facilities

EVALUATION CRITERIA	Option 1 (1 Road Connection to Station Street, with Road Crossing Trail; No Road Extension Through PSW)		Option 2 (No Road Connection to Station Street, EMS Access Crossing Trail; No Road Extension Through PSW)		Option 3 (No Road Connection to Station Street, with Walkway Crossing Trail; Road Extension Through PSW)	
TRAIL OPERATIONS AND SAFETY		One (1) new road-trail crossing proposed resulting in a new conflict location, but with improved trail accessibility and illumination with proposed design features for the crossing to maintain an acceptable level of safety at the crossing and ensure AODA compliance.		Proposed EMS dedicated access across the trail to reduce conflict points and provide an additional access point to the trail, but without winter maintenance (not fully AODA compliant) and illumination, and not benefiting from the personal safety and security enhancements associated with a road-trail crossing.		Proposed walkway across the trail to reduce conflict points and provide an additional access point to the trail, but without winter maintenance (not fully AODA compliant) and illumination, and not benefiting from the personal safety and security enhancements associated with a road-trail crossing.
Road/Trail Crossings	2	<ul style="list-style-type: none"> <li>One (1) proposed local road crossing (William Street) of the Steve Bauer Trail.</li> <li>Crossing introduces new point of interaction between vehicles, pedestrians, and cyclists.</li> <li>Crossing to include raised speed table and curb extensions for speed control, with supporting Pedestrian Crossover (PXO) signage and pavement markings per applicable Ontario Traffic Manual (OTM) guidelines and in accordance with Highway Traffic Act (HTA).</li> <li>Trail approaches at crossing to include gates and supporting signage to facilitate safe crossing practices by cyclists.</li> </ul>	3	<ul style="list-style-type: none"> <li>No local road crossing at the Steve Bauer Trail proposed.</li> <li>New interaction point between trail users and emergency vehicles.</li> <li>Crossing of trail by EMS vehicles will be infrequent and unexpected by trail users.</li> <li>Trail crossing area for EMS dedicated access to be supported by reconstruction surface, with warning signage and gates to inform trail users of potential EMS vehicle crossing.</li> </ul>	4	<ul style="list-style-type: none"> <li>No local road crossing at the Steve Bauer Trail proposed, with proposed walkway connection accommodating only pedestrians and cyclists.</li> </ul>
Trail Access	4	<ul style="list-style-type: none"> <li>Road-trail crossing provides an additional trail user access point via sidewalks on both sides of William Street from each subdivision.</li> <li>Winter maintenance of road/sidewalks will be provided by Town.</li> <li>Trail crossing design to be AODA compliant (Accessibility for Ontarians with Disabilities Act)</li> </ul>	2	<ul style="list-style-type: none"> <li>EMS dedicated access provides an additional trail user access point.</li> <li>Trail will be reconstructed at crossing to accommodate heavy vehicles, with supporting warning signage, gates, etc. to inform trail users of potential EMS vehicle crossing.</li> <li>Winter maintenance is not regularly provided for the gated EMS access. This will limit its use and AODA compliance.</li> </ul>	3	<ul style="list-style-type: none"> <li>Proposed walkway provides an additional trail user access point for both pedestrians and cyclists.</li> <li>Winter maintenance is not regularly provided for the gated EMS access. This will limit its use and AODA compliance.</li> </ul>
Illumination	4	<ul style="list-style-type: none"> <li>Illumination to be provided along William Street to RP-8 standards including at road-trail crossing.</li> <li>Crossing location provides an opening (break) in the trail network, the access will be illuminated and not isolated improving personal safety and security.</li> </ul>	1	<ul style="list-style-type: none"> <li>There is no planned illumination of the EMS dedicated access across the trail. The access is adjacent to private homes and illumination along the access would result in light intrusion into private backyards.</li> </ul>	1	<ul style="list-style-type: none"> <li>There is no planned illumination of the walkway across the trail. The walkway is adjacent to private homes and illumination along the walkway would result in light intrusion into private backyards.</li> </ul>
ROW SCORE (Average)	83%		50%		67%	
NATURAL ENVIRONMENT		Limited vegetation impacts at the proposed local road crossing at the Steve Bauer Trail, and at the Station Street extension south of Port Robinson Road, with no PSW impacts.		Limited vegetation impacts at the proposed EMS dedicated access across the Steve Bauer Trail, and at the Station Street extension south of Port Robinson Road, with no PSW impacts.		Limited vegetation impacts at the proposed walkway across the Steve Bauer Trail, and at the Station Street extension south of Port Robinson Road, but with proposed local road extension through PSW lands to the south.
Vegetation Impacts	3	<ul style="list-style-type: none"> <li>Vegetation impacts at the location of the proposed local road crossing at the Steve Bauer Trail results in the removal of approximately 34 trees.</li> <li>Vegetation impacts at the location of the proposed extension of Station Street south of Port Robinson Road are considered limited and will not impact the natural wooded corridor associated with the Steve Bauer Trail.</li> </ul>	3	<ul style="list-style-type: none"> <li>Vegetation impacts at the location of the proposed EMS dedicated access across the Steve Bauer Trail results in the removal of approximately 34 trees.</li> <li>Vegetation impacts at the location of the proposed extension of Station Street south of Port Robinson Road are considered limited and will not impact the natural wooded corridor associated with the Steve Bauer Trail.</li> </ul>	3	<ul style="list-style-type: none"> <li>Vegetation impacts at the location of the proposed walkway across the Steve Bauer Trail results in the removal of approximately 34 trees.</li> <li>Vegetation impacts at the location of the proposed extension of Station Street south of Port Robinson Road are considered limited and will not impact the natural wooded corridor associated with the Steve Bauer Trail.</li> </ul>
PSW Impacts	4	<ul style="list-style-type: none"> <li>No PSW impacts.</li> </ul>	4	<ul style="list-style-type: none"> <li>No PSW impacts.</li> </ul>	1	<ul style="list-style-type: none"> <li>Proposed local road connection across the PSW will generate new impacts and require mitigation measures.</li> </ul>
ROW SCORE (Average)	88%		88%		50%	
OVERALL SCORE	88%		63%		58%	
EVALUATION SUMMARY	Recommended		Not Recommended		Not Recommended	



**Shelley Kaufman**  
15 Bold Street  
Hamilton Ontario Canada L8P 1T3  
Receptionist 905 529 3476 (905 LAW-FIRM)  
Direct 519 434 3684  
Facsimile 905 529 3663  
[skaufman@tmalaw.ca](mailto:skaufman@tmalaw.ca)

July 5, 2021

**Via email: [hwillford@pelham.ca](mailto:hwillford@pelham.ca)**

Mayor Junkin and Members of Council  
**c/o Holly Willford, Town Clerk**  
Town of Pelham  
20 Pelham Town Square  
P.O. Box 400  
Fonthill, ON  
L0S 1E0

Attention: Mayor Junkin and Members of Council

CC: D. Cribbs, Chief Administrative Officer  
B. Wiens, Director of Planning & Development

**Re: Draft Plan of Subdivision & Zoning By-law Amendment – Forest Park  
Draft Plan of Subdivision & Zoning By-law Amendment – Kunda Park  
Extension No. 4 (File 26T-1902002)  
Town of Pelham, Regional Municipality of Niagara  
Sterling Realty (Niagara) Inc.  
Our File No. 13673**

We are counsel to Sterling Realty (Niagara) Inc. (“Sterling”). Our client has made applications to the Town of Pelham (“Town”) for the Proposed Forest Park Subdivision (“Forest Park”) and the Proposed Kunda Park Subdivision – Extension No. 4 (“Kunda Park”) in Fonthill (collectively, the “Applications”). We are writing to seek Council’s support regarding a proposed road crossing at the Steve Bauer Trail (the “Trail”).

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### The Proposed Developments

Forest Park is a new proposed subdivision and the Kunda Park application is for the 4<sup>th</sup> phase of that development. The proposed developments are adjacent to one another and are highly integrated from a municipal servicing perspective. Proposed Kunda Park will be an extension of the existing residential community connecting to both Stella Street and Kunda Park Boulevard. Proposed Forest Park is a new residential development with proposed connections to both Port Robinson Road via a Station Street southerly extension and to the future Saffron Meadows Phase 3 subdivision. Together they straddle the Trail on the west and east sides.

The Applications as submitted include two (2) road crossings over the Trail. The road crossings resulted from consultations with Town Staff which advised trail crossings would maintain conformity with the East Fonthill Secondary Plan and address other planning considerations such as traffic dispersion, connectivity and optimizing emergency services accessibility.

While we understand that staff favour crossings of the Steve Bauer Trail and our client supports them, options that do not include any road crossing have been carefully studied. **To be clear, Trail crossings are not required to support either plan of subdivision. If Council elects not to permit any crossing of the Trail, both plans can proceed in any event.**

### The Town Trail Resolution and Alternative Road Crossing Options

On January 11, 2021 Council passed the Town Trail System Motion which resolved in part that, “no new road crossings over the Steve Bauer Trail or the Gerry Berkhout Trail shall be permitted by the Town” (the “Trail Resolution”). As noted above, our client previously understood trail road crossings were desirable from a planning perspective.

Subsequent to the Trail Resolution, and further to consultation with Town Staff, our client undertook additional work to consider alternatives to the two (2) trail road crossings submitted in the Applications. Three (3) alternative proposed network options were explored and considered by Sterling’s transportation consultant R.V. Anderson Associates Limited (“RVA”) in a Transportation Review. A brief summary of the alternatives and evaluation criteria considered by RVA is provided below. A complete copy of the RVA Report is attached to this letter including its full evaluation.

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**Option 1 – 1 Road Connection to Station Street, with Road Crossing Trail; No Road Extension Through PSW**

Pros – traffic dispersion and connectivity with East Fonthill Neighbourhood, EMS access, construction access, consistency with secondary plan, improved trail safety

Cons – vehicular trail crossing

**Option 2 – No Road Connection to Station Street, EMS Access Crossing Trail; No Road Extension Through PSW**

Pros – EMS Access over trail, improved trail safety, pedestrian connection, trail access/use by pedestrians, improved trail safety

Cons – Vehicular and construction access from Stella Street only

**Option 3 – No Road Connection to Station Street, with Walkway Crossing Trail; Road Extension Through PSW via Kunda Park Boulevard**

Pros – trail crossing eliminated with pedestrian access only

Cons – Personal and construction vehicle traffic through existing neighbourhood only, impacts of road crossing through Provincially Significant Wetland (“PSW”), connectivity with East Fonthill Neighbourhood

RVA determined that the preferred option would be to include one (1) trail road crossing at William Street with appropriate signage and safety features. The Option 1 road network layout was preferred over the Option 2 alternative of no trail road crossing and the Option 3 alternative of a road crossing to the south over the PSW. Option 1 was preferred by RVA based on a multi-criteria evaluation and particularly, traffic operations, trail operations and safety, and natural environmental impacts. RVA concluded that breaking up the trail with a connection in fact improves the safety of the trail.

Sterling is seeking an exemption from Council’s Trail Resolution to permit one (1) trail road crossing at William Street. The expert advice it has been provided substantiates this request. Sterling supports the Town’s overall objective of preserving the Steve Bauer Trail and is confident the goals as set out in the Town Trail System Motion can still be met with the requested exemption for one road crossing over the Steve Bauer Trail.

**Summary**

We are confident that Council’s goals as set out in the Town Trail System Motion can still be met with the requested exemption for one road crossing over the Steve Bauer Trail. We respectfully request Council consider this exemption request in order to provide direction to Staff and to our client regarding the proposed developments. If Council approves this request, the necessary steps can be taken to advance the approvals with a single road crossing, including any required public highway designations. If an exemption to the Trail Resolution is not provided, Sterling will modify its applications accordingly and seek approval of such modified plans.

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Attn: Mayor Junkin and Members of Council  
July 5, 2021

Page 4

If there is anything else you require, please do not hesitate to contact us. We look forward to Council's response to our client's requests.

Yours truly,



Shelley Kaufman

cc: D. Cribbs, CAO  
B. Wiens, Director of Planning & Development  
client  
S. Snider, TMA

sk:ss  
att:  
13673/1

---

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TURKSTRA MAZZA ASSOCIATES, LAWYERS

Page 181 of 359

**From:** [REDACTED]  
**Sent:** Thursday, August 12, 2021 11:31 AM  
**To:** Tara Lynn O'Toole <Tlotoole@pelham.ca>  
**Cc:** Barbara Wiens <BWiens@pelham.ca>; Holly Willford <HWillford@pelham.ca>  
**Subject:** RE: sdu bylaw decision and comments

Hi Holly, please consider the following for consideration at the next council meeting dealing with this matter.

We would like to ask that a maximum size of at least 1000sq ft be considered for the sdu dwelling area(provided the house is at least 1500 sq ft and the sdu would be secondary to it) and that there would be provision made to allow a sdu above a detached garage.(this would require a max height of around 8.2m to peak of roof.) please email me a copy of the agenda and staff recommendations when it is ready, and please advise of any decisions made by council.

thanks

Tim

Henley Heights Construction Inc  
[www.henleyheights.com](http://www.henleyheights.com)

----- Original Message -----

**Subject:** RE: sdu bylaw decision and comments  
**From:** Tara Lynn O'Toole <Tlotoole@pelham.ca>  
**Date:** Thu, August 12, 2021 11:24 am  
**To:** [REDACTED]  
**Cc:** Barbara Wiens <BWiens@pelham.ca>, Holly Willford <HWillford@pelham.ca>

Good Afternoon Tim,

Thank you for your comments. Public comments for consideration were to be submitted by noon yesterday (August 11, 2021) however, our Town Clerk is willing to provide you an extension until tomorrow Friday August 13, 2021, to submit comments that will be added to the Council agenda for correspondence and to be received for information.

I have copied our Town Clerk, Holly Willford on this email should you wish to send in your comments directly to her.

Please feel free to contact me if you have any further questions.

Kind Regards,  
Tara



**Tara Lynn O'Toole B.A. (Hons)**  
Policy Planner  
Town of Pelham  
T: 905-892-2607 x335 | E: [tlotoole@pelham.ca](mailto:tlotoole@pelham.ca)  
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#### TOWN OF PELHAM CONFIDENTIALITY NOTICE

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**From:** [REDACTED]  
**Sent:** August 11, 2021 12:41 PM  
**To:** Tara Lynn O'Toole <[Tlotoole@pelham.ca](mailto:Tlotoole@pelham.ca)>  
**Cc:** Barbara Wiens <[BWiens@pelham.ca](mailto:BWiens@pelham.ca)>  
**Subject:** sdu bylaw decision and comments

Hi Tara, would just like to ask that a maximum size of at least 1000sq ft be considered for the sdu dwelling area and that there would be provision made to allow a sdu above a detached garage.(this would require a max height of around 8.2m to peak of roof.) perhaps it doesnt make sense in all urban settings but we would like to request that it be considered for 614 metler part 1. please advise of any decisions made whether it be staff recommendations or council decisions. if possible we would like to have this specific request included in the bylaw. I know Barb had previously mentioned to me that there would be a decision sometime in august...

let me know if you have any comments!  
thanks  
Tim

Henley Heights Construction Inc  
[www.henleyheights.com](http://www.henleyheights.com)

**Ministry of Heritage,  
Sport, Tourism and  
Culture Industries**

Minister

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438 University Avenue  
Toronto, ON M7A 2A5  
Tel: 416 326-9326

**Ministère des Industries du  
patrimoine, du sport, du  
tourisme et de la culture**

Ministre

6<sup>e</sup> étage  
438, avenue University  
Toronto (Ontario) M7A 2A5  
Tél : 416 326-9326



August 5, 2021

Vickie vanRavenswaay  
Director Recreation Culture & Wellness  
Town Of Pelham  
20 Pelham Town Square  
Fonthill, ON L0S 1E0  
vvanravenswaay@pelham.ca

Re: Application #2021-03-1-1583566479

Dear Mrs. vanRavenswaay:

I am pleased to inform you that the Government of Ontario, through the Reconnect Festival and Event Program at the Ministry of Heritage, Sport, Tourism and Culture Industries, will provide you with up to \$26,385 to support the presentation of Pelham Summer Chill Series, subject to the successful completion of a transfer payment agreement.

I am also pleased to announce a one-time increase in funding for the 2021 Reconnect Festival and Event Program, bringing this year's total investment to the festival and event industry to nearly \$50 million – more than double the annual funding provided to the sector in previous years, supporting a record number of festivals and events. The impact of this investment is estimated to generate over \$1 billion in economic benefit across the province.

The government recognizes the sector was hit hard by the COVID-19 pandemic and believes this increased funding will give the industry a much-needed boost, while paving the way for its recovery and ensuring its long-term future. This investment is targeted to event organizers like you who are reconnecting people to their communities through innovative online or in-person experiences, while adhering to public safety requirements.

On May 20, 2021, the province released the [Roadmap to Reopen](#), outlining the safe and gradual reopening of the province and the lifting of public health measures. All events must abide by public health measures as outlined in the Roadmap to Reopen, as well as all local public health orders and guidelines.

.../2

The ministry is committed to working with you to support your event, whether it is taking place virtually or in person. A ministry tourism advisor will contact you shortly to outline next steps.

Thank you for your ongoing support, innovation and commitment to bringing the people of Ontario together.

Kindest regards,

A handwritten signature in black ink, appearing to read "Lisa".

Lisa MacLeod

Minister of Heritage, Sport, Tourism and Culture Industries

July 23, 2021

**CL 14-2021, July 22, 2021**

**PEDC 7-2021, July 14, 2021**

**PDS 29-2021, July 14, 2021**

### ***DISTRIBUTION LIST***

### ***SENT ELECTRONICALLY***

Northwest Welland Secondary Plan (OPA 29) – City of Welland

PDS 29-2021

Regional Council, at its meeting held on July 22, 2021, passed the following recommendation of its Planning and Economic Development Committee:

That Report PDS 29-2021, dated July 14, 2021, respecting, Northwest Welland Secondary Plan (OPA 29) – City of Welland, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That Local Official Plan Amendment No. 29 to the City of Welland Official Plan **BE APPROVED**, as modified (Attached as Appendix 1 to Report PDS 29-2021);
2. That all parties **BE NOTIFIED** of Regional Council's decision in accordance with Planning Act, 1990 requirements;
3. That staff **ISSUE** a declaration of final approval for Local Official Plan Amendment No. 29, 20 days after notice of Council's decision has been given, provided that no appeals have been filed against the decision, in accordance with Planning Act, 1990 requirements; and
4. That this report **BE CIRCULATED** to the City of Welland, the City of Thorold and the Town of Pelham.

A copy of PDS 29-2021 is enclosed for your reference.

Yours truly,



Ann-Marie Norio  
Regional Clerk  
:cv

CLK-C 2021-104  
Distribution List :

Clerk, City of Welland  
Clerk, City of Thorold  
Clerk, Town of Pelham  
M. Sergi, Commissioner, Planning and Development Services  
N. Oakes, Executive Assistant to the Commissioner, Planning and  
Development Services



July 19, 2021

**CL 13-2021, June 24, 2021**

***LOCAL AREA MUNICIPALITIES***

***SENT ELECTRONICALLY***

**Re: Motion – 16 Days of Activism against Gender-Based Violence**

Regional Council, at its meeting held on June 24, 2021, passed the following motion:

WHEREAS “16 Days of Activism against Gender-Based Violence” is an annual international campaign, running from November 25 through December 10, that calls on the prevention and elimination of violence against women and girls;

WHEREAS the pandemic has been linked to an alarming increase in rates of violence against women, domestic violence reporting and domestic homicides, also known as the shadow pandemic;

WHEREAS 1 in 3 women worldwide will experience physical or sexual violence, mostly by an intimate partner, and emerging data has shown that all types of violence against women and girls has intensified during the pandemic;

WHEREAS the supply of women’s shelter space has decreased due to public health measures while simultaneously there has been a 30 percent increase in the rates of gender-based violence;

WHEREAS indigenous women and girls, and racialized, minority and vulnerable communities are more likely to be the victims of assault.

**NOW THEREFORE BE IT RESOLVED:**

1. That Niagara Region actively **PARTICIPATE** in the 16 Days of Activism against Gender-Based Violence by flying a campaign flag in the International Plaza from November 25 to December 10, 2021;

2. That staff **BE DIRECTED** to develop a communication strategy to increase awareness of the 16 Days of Activism against Gender-Based Violence campaign; and
3. That the Regional Clerk **BE DIRECTED** to circulate a copy of this motion to the local area municipalities.

Yours truly,



Ann-Marie Norio  
Regional Clerk

CLK-C 2021-108

**Public Works****Water & Wastewater Services**

3501 Schmon Pkwy., PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-685-5205

[www.niagararegion.ca](http://www.niagararegion.ca)

August 17, 2021

Ms. Holly Willford  
Town Clerk  
Pelham Town Hall  
20 Pelham Town Square  
P.O. Box 400  
Fonthill, ON L0S 1E0

Dear Ms. Willford:

**Advertisement for the  
Notice of Public Information Centre No. 2 for the  
Pelham Elevated Tank Municipal Class Environmental  
Assessment and Enhanced Conceptual Design  
Our File: O.01.06 99 20000619**

We are enclosing, for your information, a copy of our advertisement for the above-referenced project. This advertisement has been posted to the Region's website (<https://www.niagararegion.ca/news/notices/notice.aspx?q=550>) and will be advertised in the Voice of Pelham on Wednesday, August 18, 2021 and Niagara This Week, Zone 3 on Thursday, August 19 and Thursday, August 26, 2021.

If you have any questions, please contact the undersigned.

Yours truly

michelle.miller@niagararegion.ca

Digitally signed by michelle.miller@niagararegion.ca  
DN: cn=michelle.miller@niagararegion.ca  
Date: 2021.08.17 10:26:52 -04'00'

Michelle Miller C.E.T.  
Project Manager  
Water & Wastewater Engineering  
[michelle.miller@niagararegion.ca](mailto:michelle.miller@niagararegion.ca)

MM/at

(#L:\ENVIRONMENTAL CENTRE\ENGINEERING\O.01 - CAPITAL PROJECTS\06 20000619 - New Pelham Elevated Tank\1. Project Management\1. Correspondence\Letters\2021\2021\_08\_17-Pelham\_Clerk\_PIC2-PNO.Ad.Ltr.docx)

Attach.

cc: Jason Marr, Director of Public Works, Town of Pelham  
Bruce Zvaniga, P.Eng., Commissioner of Public Works (Interim)



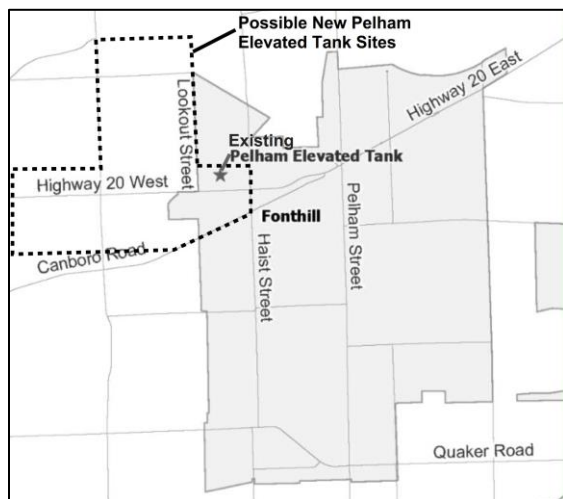
## Notice of Public Information Center No. 2

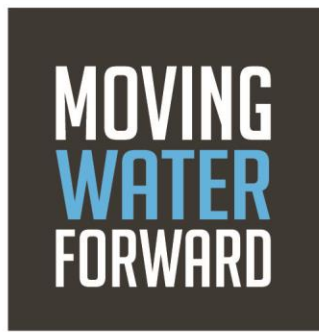
### Pelham Elevated Tank Municipal Class Environmental Assessment and Enhanced Conceptual Design

Niagara Region is undertaking a Class Environmental Assessment for a new Pelham Elevated Water Storage Tank and transmission system upgrades. This project is part of the recommended improvements from the Water and Wastewater Master Servicing Plan to the Pelham Service Area of the Welland Water System. The purpose of the study is to address adequate storage, pressure, and capacity to support growth. The study follows the Schedule 'B' Municipal Class Environmental Assessment process as set out by the Municipal Engineers Association (October 2000 amended in 2007, 2011 and 2015).

The new Pelham Elevated Water Storage Tank is an important project to both the community and Niagara Region. We heard your comments at the Nov. 2019 Public Information Center (PIC) for additional consultation and review of the potential sites for the new elevated water storage tank. Based on this, the Project Team has reconsidered and re-evaluated suitable sites within the Town of Pelham for the construction of a new elevated water storage tank and the necessary improvements to the existing water system and identified a recommended solution.

### Map of Area Evaluated for Possible Elevated Tank Sites





Starting on Aug. 31, 2021, project presentation, information and comment forms can be found on Niagara Region's website: [niagararegion.ca/projects/pelham-elevated-tank/](https://niagararegion.ca/projects/pelham-elevated-tank/)

We invite you to view the virtual PIC presentation and provide comments.

### **Virtual Public Information Centre Timeline**

**Tuesday, Aug. 31, 2021:** Project information, project overview video, and transcript posted on Niagara Region's website.

**Aug. 31 to Sept. 14, 2021:** Submit questions or comments via the online form.

**Sept. 28, 2021:** Responses to questions and comments will be posted to the website.

The virtual Public Information Center provides an introduction and overview of the Class Environmental Assessment process, the existing improvements that need to be addressed, potential sites that were considered for a new elevated water storage tank, and evaluation of the shortlisted sites.

Public consultation is critical to the success of the study, and we encourage any interested parties to provide input by contacting one of the project team members.

#### **Michelle Miller, CET**

Project Manager  
Water and Wastewater Engineering  
Public Works, Niagara Region  
3501 Schmon Pkwy., PO Box 1042  
Thorold, ON, L2V 4T7  
905-980-6000 ext. 3737

[newpelhamelevatedtank@niagararegion.ca](mailto:newpelhamelevatedtank@niagararegion.ca)

#### **Rika Law, P.Eng., PMP®**

Project Manager and Associate  
R.V. Anderson Associates Limited  
43 Church St., Suite 104  
St. Catharines, ON, L2R 7E1  
905-685-5049 ext. 1209

Personal information collected or submitted in writing at public meetings will be collected, used and disclosed by members of Regional Council and Regional staff in accordance with the **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**. The written submissions including names, contact information and reports of the public meeting will be made available. Questions should be referred to the Privacy Office at 905-980-6000 ext. 3779 or [FOI@niagararegion.ca](mailto:FOI@niagararegion.ca).

If you require any accommodations for a disability in order to attend and participate in meetings or events, please let us know in advance so that arrangements can be made in a timely manner. Please contact the **Accessibility Advisory Coordinator** at 905-980-6000 ext. 3252 or [accessibility@niagararegion.ca](mailto:accessibility@niagararegion.ca).

This notice was first issued on Aug. 18, 2021.

**Report To: Board of Directors**

**Subject: Water Quality Monitoring Program Summary Report for the Year 2020**

**Report No: FA-38-21**

**Date: June 18, 2021**

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**Recommendations:**

1. **THAT** Report No. FA-38-21 RE: Water Quality Monitoring Program Summary Report for the Year 2020 **BE RECEIVED**.
2. **THAT** the actions highlighted in the report to inform municipalities, stakeholders, and the public about the report findings and best practices to improve local water quality **BE IMPLEMENTED**.
3. **AND FURTHER THAT** a copy of this report **BE CIRCULATED** to municipalities, Ministry of Natural Resources and Forestry (MNR), Ministry of the Environment and Parks (MECP) and the Federal Ministry of Environment and Climate Change Canada (ECCC).

**Purpose:**

The purpose of this report is to provide a summary of NPCA's 'Water Quality Monitoring Program Summary Report for the Year 2020' and to inform the Board of the strategy to inform our member municipalities, stakeholders, and the public about the report and its associated findings and what actions can be taken to improve local water quality.

**Background:**

The NPCA Water Quality Monitoring Program was implemented in 2001 and is operated in partnership with the Ministry of Environment, Conservation and Parks (MECP), the Regional Municipality of Niagara, Haldimand County, and the City of Hamilton. The NPCA collects and analyzes hundreds of water samples each year from the streams and groundwater resources within the watershed. From this information, the NPCA can identify sources of pollution, track water quality trends, and help to assess and direct NPCA environmental programs. As well, the long-term data collected serves as a baseline by which to compare the success of various water quality improvement initiatives being undertaken by different organizations throughout the watershed.

## Discussion:

The NPCA Water Quality Monitoring Report for the Year 2020 summarizes the results of the NPCA's surface water and groundwater monitoring program.

### Surface Water

The NPCA collects monthly surface water quality samples (during the ice-free season) at 80 monitoring stations and analyzes them using several indicator parameters including chloride, nitrate, total phosphorus, total suspended solids, copper, lead, zinc, and *E. coli*. These indicator parameters are used to calculate the Canadian Water Quality Index (WQI) which provides a descriptive water quality rating for each station.

The NPCA also monitors surface water quality using benthic invertebrates (aquatic insects and animals) as indicators of stream health. Due to their restricted mobility and habitat preferences benthic invertebrates usually remain in a localized area. As a result, they are continuously subjected to the effects of all pollutants and environmental stream conditions, and as such can provide a broad overview of water quality related problems. They are abundant in all types of aquatic systems and can be easily collected and identified.

For surface water, the biological and chemical monitoring results indicate that most of Niagara's watersheds have poor or impaired water quality. Total phosphorus, *E. coli*, suspended solids, and chlorides from non-point sources (agricultural and livestock operations, faulty septic systems, winter de-icing operations) and point sources (combined sewer overflows, urban stormwater runoff) continue to be the major causes of impairment in the NPCA watershed.

Watercourses under the direct influence from the Great Lakes and Niagara River such as the Lower Welland River have higher water quality ratings. Watercourses that are strongly influenced by groundwater discharge like the Upper Twelve Mile Creek (Effingham Branch) also have higher water quality ratings as do watercourses located in areas with substantial natural landscapes like the Point Abino Drain and Beaver Creek (both located in Fort Erie). Please refer to Appendix 1 for additional information.

### Groundwater

The NPCA collects water quality data from 15 Provincial Groundwater Monitoring Network (PGMN) monitoring wells and 31 Ontario Geological Survey monitoring wells. Please refer to Appendix 2 for the location of the wells within the NPCA groundwater monitoring network. This data is important to assess the ambient conditions of several bedrock and overburden aquifers found in NPCA watershed. For groundwater, monitoring results indicate that water quality was found to be highly variable with some wells exceeding the Ontario Drinking Water Standards. All groundwater quality exceedances were related to naturally occurring bedrock conditions and have been reported to the Ministry of the Environment, Conservation, and Parks and the applicable municipal Public Health Departments.

### Recommendations

The NPCA Water Quality Monitoring Program continues to provide valuable information about the health of the watershed. The poor surface water quality in the NPCA watershed has been caused by decades of environmental degradation. However, water quality programs that improve how



nutrients are managed, serve to increase riparian buffers, and improve forest cover can begin to address these impacts. It will likely take many years of implementing these programs before the water quality in the NPCA watershed improves to the point where it is able to meet federal and provincial water quality guidelines. As such, the Water Quality Monitoring Report recommends that the NPCA continue to monitor both our surface water and groundwater to ensure that there is up-to-date water quality information available, be able to quantify trends, and continue to identify sources of contamination within the NPCA watershed.

### Communication Strategy

In previous years, the Water Quality Monitoring Program Annual Summary Report was circulated via email to the Clerks at the member municipalities, the local Health Departments, and the MECP. At the October 22, 2020 NPCA Board Meeting, the NPCA Board directed staff (via Resolution FA-134-2020) to present the annual Water Quality Monitoring results and trends to the partner municipalities and to develop water quality education resources to engage stakeholders about the state of water quality and suggested best practices.

As requested, the NPCA will undertake the following actions:

1. The Water Quality Monitoring Summary Report will be distributed to the Clerks at the Region of Niagara, its lower tier municipalities, the City of Hamilton, the County of Haldimand, all associated Public Health Departments, and the local Ontario Ministry of Environment, Conservation and Parks office. With the circulation to the Clerk at the NPCA's member municipalities, an offer will be extended for NPCA staff to present the report and its associated findings to municipal council and/or senior staff.
2. A digital postcard summarizing the report's findings and a list of actions that individuals, communities, and businesses can undertake to improve local water quality will also be published via various mediums. Please see Appendix 3 for a copy of the postcard.
3. NPCA staff will coordinate a Public Information workshop after Thanksgiving 2021 in order to inform the public of the Water Quality Monitoring Summary Report and its associated findings, outline a list of suggested best practices, and to advertise the opportunity for the public to participate in the NPCA's Restoration Grant Program.
4. The Report will be placed on the NPCA website along with educational resources.

### **Financial Implications:**

The Water Quality Monitoring Program is funded through NPCA annual budgets. The program is currently listed under the future Mandatory Programs and Service to be Prescribed in Regulation within one year after the end of the transition period of the proposed CA Act regulations currently being developed.

### **Related Reports and Appendices:**

Appendix 1 – Water Quality Ratings in 2016-2020  
Appendix 2 – NPCA Groundwater Monitoring Network  
Appendix 3 – Digital Postcard  
Appendix 4 – Water Quality Monitoring Program Report Summary Presentation



**Authored by:**

*Original Signed by:*

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Joshua Diamond, M.Sc., C. Tech  
Water Quality Specialist

**Prepared by:**

*Original Signed by:*

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Steve Miller, P.Eng.  
Senior Manager, Water Resources

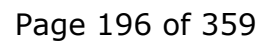
**Submitted by:**

*Original Signed by:*

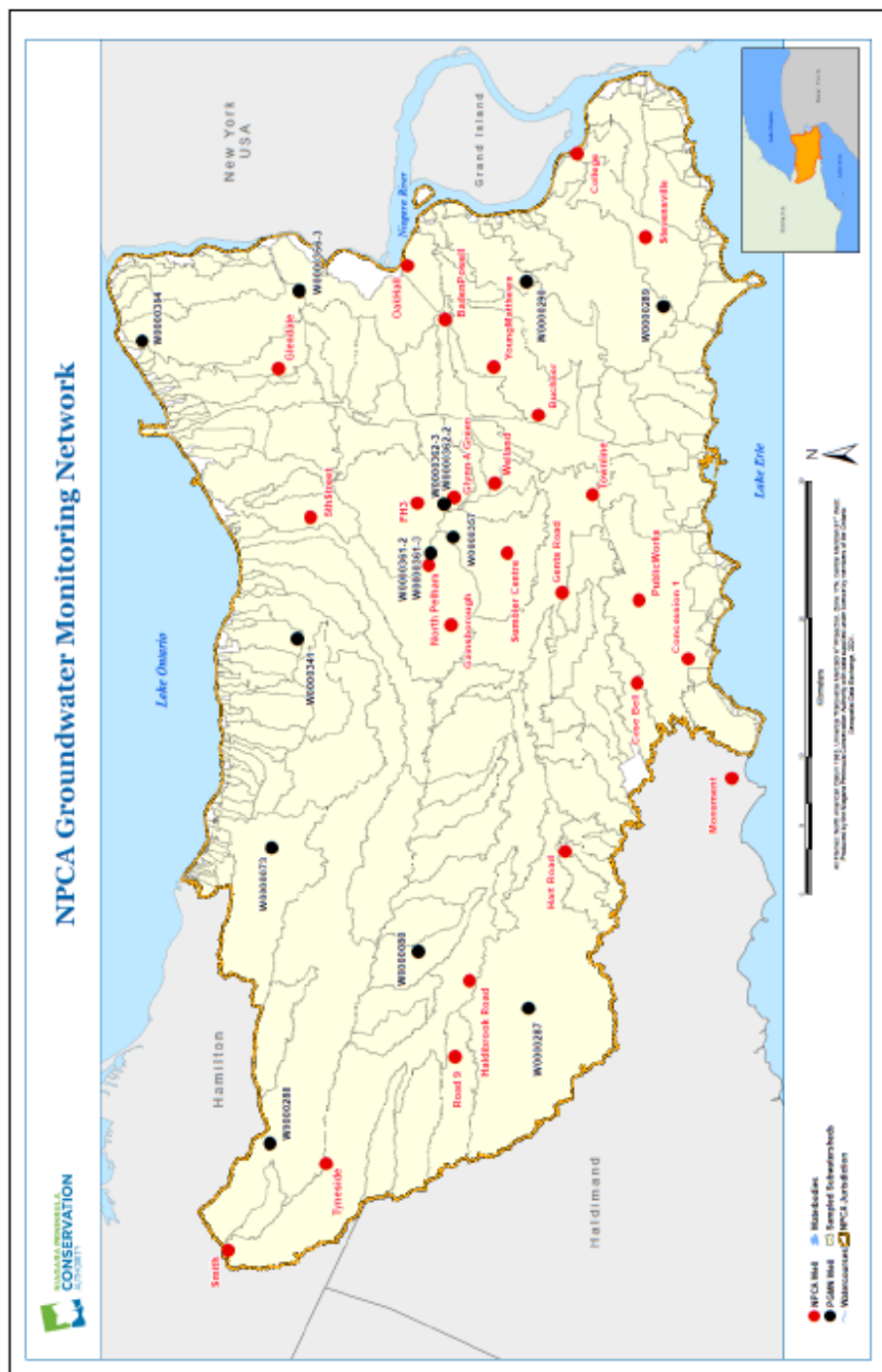
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Chandra Sharma, MCIP, RPP  
Chief Administrative Officer/Secretary-Treasurer

Report No. FA-38-21  
 Water Quality Monitoring Program Summary Report for the Year 2020  
 Page 5 of 7



## Appendix 2 – NPCA Groundwater Monitoring Network






## NPCA 2020 Annual Water Quality Monitoring Report Fact Sheet

The Niagara Peninsula Conservation Authority regularly collects and tests water samples at 80 surface water stations and 38 groundwater stations located throughout the NPCA's jurisdiction. Surface water quality samples are analysed for several indicators such as chloride, nutrients, E. coli, suspended solids, and metals.

For more information and to review the full report, scan with your smart phone



### Surface Water What Did We Find?

- Surface water monitoring results indicate most of the watersheds in the NPCA jurisdiction have poor water quality.
- The high levels of total phosphorus, E. coli, suspended solids, and chlorides within the surface water continue to be the major causes of poor water quality.
- The sources of these pollutants are generally from both rural areas (agricultural runoff and faulty septic systems) and urban areas (combined sewer overflows and urban stormwater runoff).
- The best water quality is found in watercourses where water is introduced from Lake Erie and the Niagara River, in watercourses with significant groundwater discharges and in watersheds with substantial natural landscapes.

### Groundwater What Did We Find?

- The groundwater quality in NPCA jurisdiction was found to be highly variable with some wells exceeding the Ontario Drinking Water Standards.
- All the Ontario Drinking Water Standards exceedances are a result of the natural conditions of the groundwater.
- Private well owners are responsible for having their well water tested regularly and to make sure that their well is properly maintained and in good condition.
- For information about private well testing, contact your municipality.

### What Can You Do?

- Plant native trees, wildflowers, shrubs, and/or rainwater gardens.
- Reduce the amount of mown grass on your property.
- Reduce the amount of pesticides, herbicides and fertilizers you use.
- Conserve water by using low flow showers and toilets, high efficiency clothes washers and dishwashers.
- Install rain barrels to collect water for use around your yard.

### What Can Your Community Do?

- Sponsor community clean ups to keep waste and garbage out of natural areas.
- Look for ways to expand the existing urban tree canopy.
- Reduce the amount of pesticides, herbicides and fertilizers used.

### What Can Your Business Do?

- Establish a corporate volunteering program to support local initiatives such as tree plantings.
- Invest in 'greener' alternatives to current practices.
- Encourage recycling and composting in the workplace.
- Donate towards water quality and habitat improvement programs.
- Evaluate the effectiveness of environmental programs.

## NPCA Restoration Grant Program

The NPCA is taking action to restore and improve water quality, wildlife habitat and forest cover across the NPCA watershed. If you have an idea for an environmental project, the NPCA welcomes you to apply for assistance through the NPCA's Restoration Grant Program. For further details, please visit the following link: [npca.ca/restoration](https://npca.ca/restoration)



# Water Quality Monitoring Program Summary Report of the Year 2020



NPCA Board of Directors Meeting  
June 18, 2021



## Why is monitoring important?

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- Characterizes the quality of our waters and identifies changes over time.
- Identifies emerging water quality issues and sources of contamination.
- The information is used to design specific pollution prevention and remediation programs and to determine how effective they are.
- Allows for a better understanding of the impact of spills or pollution discharges.

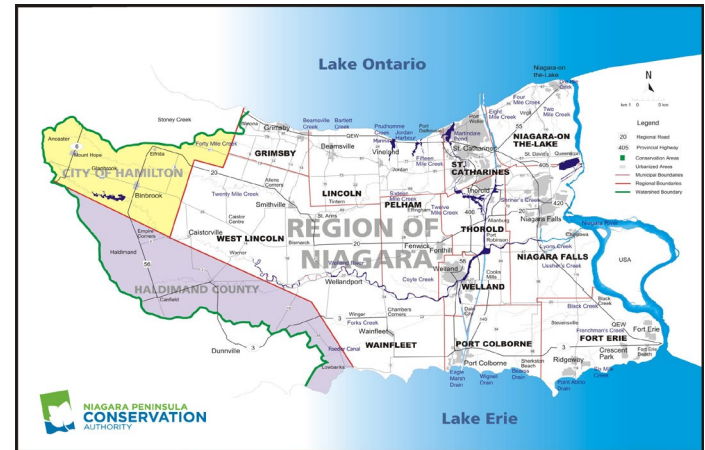
# NPCA Water Quality Monitoring Program implemented in 2001 with a mandate to:

## 1) Assess water quality in local watersheds

- Surface water quality
- Groundwater quality

## 2) Report water quality information to stakeholders

- Water quality reports
- Data sharing



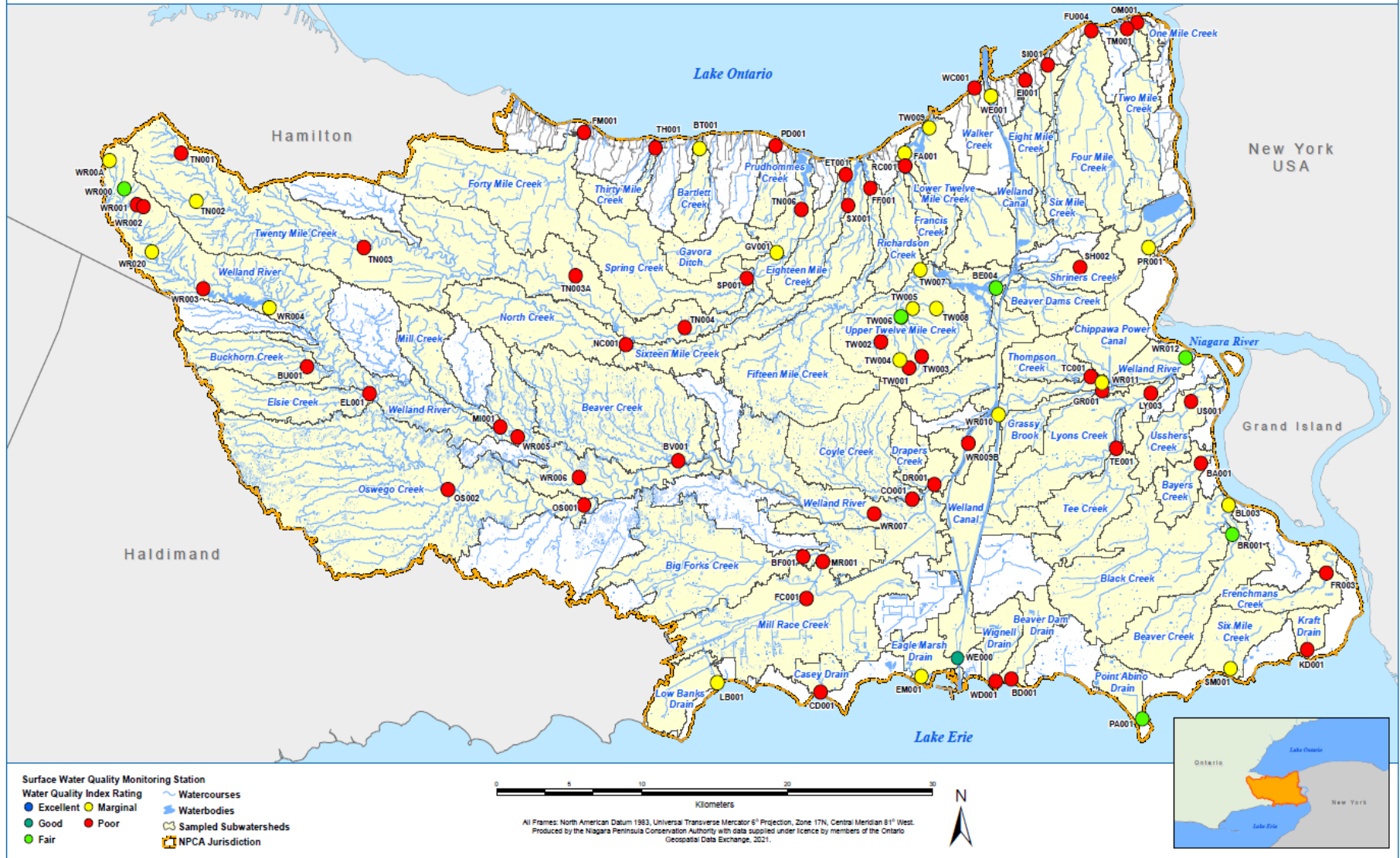


# What does the NPCA look at in our water?

Indicator	Sources	Impacts
Chloride	Road salt, sewage	Ecological toxicity
Phosphorus	Fertilizers, sewage	Excess algae growth
Nitrate	Septic systems, fertilizers	Human health
Suspended Solids	Erosion, urban and agricultural runoff	Loss of habitat
<i>E. coli</i>	Sewage, manure	Beach closures, boil water advisories
Metals	Industrial effluents, pesticides, storm water runoff	Ecological toxicity
Benthic Animals	Both rural and urban pollutants	Ecological toxicity Loss of habitat



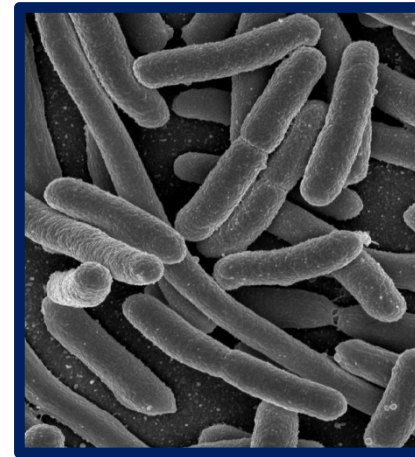
# Water Quality Index Rating 2016 - 2020



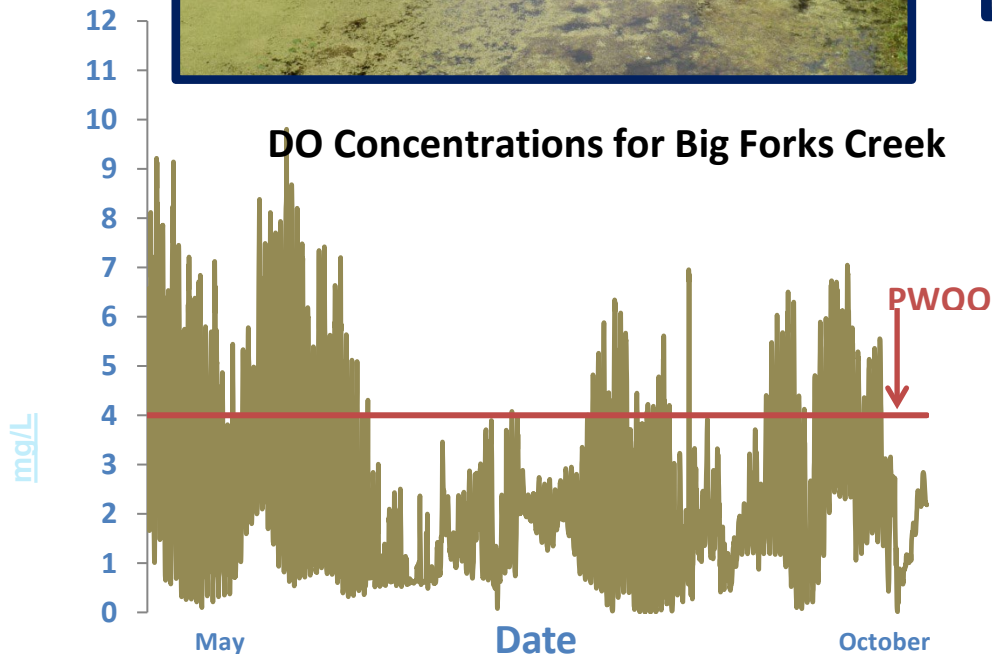
# What is the surface water data telling us?

## Total Phosphorus

## E. coli



## DO Concentrations for Big Forks Creek

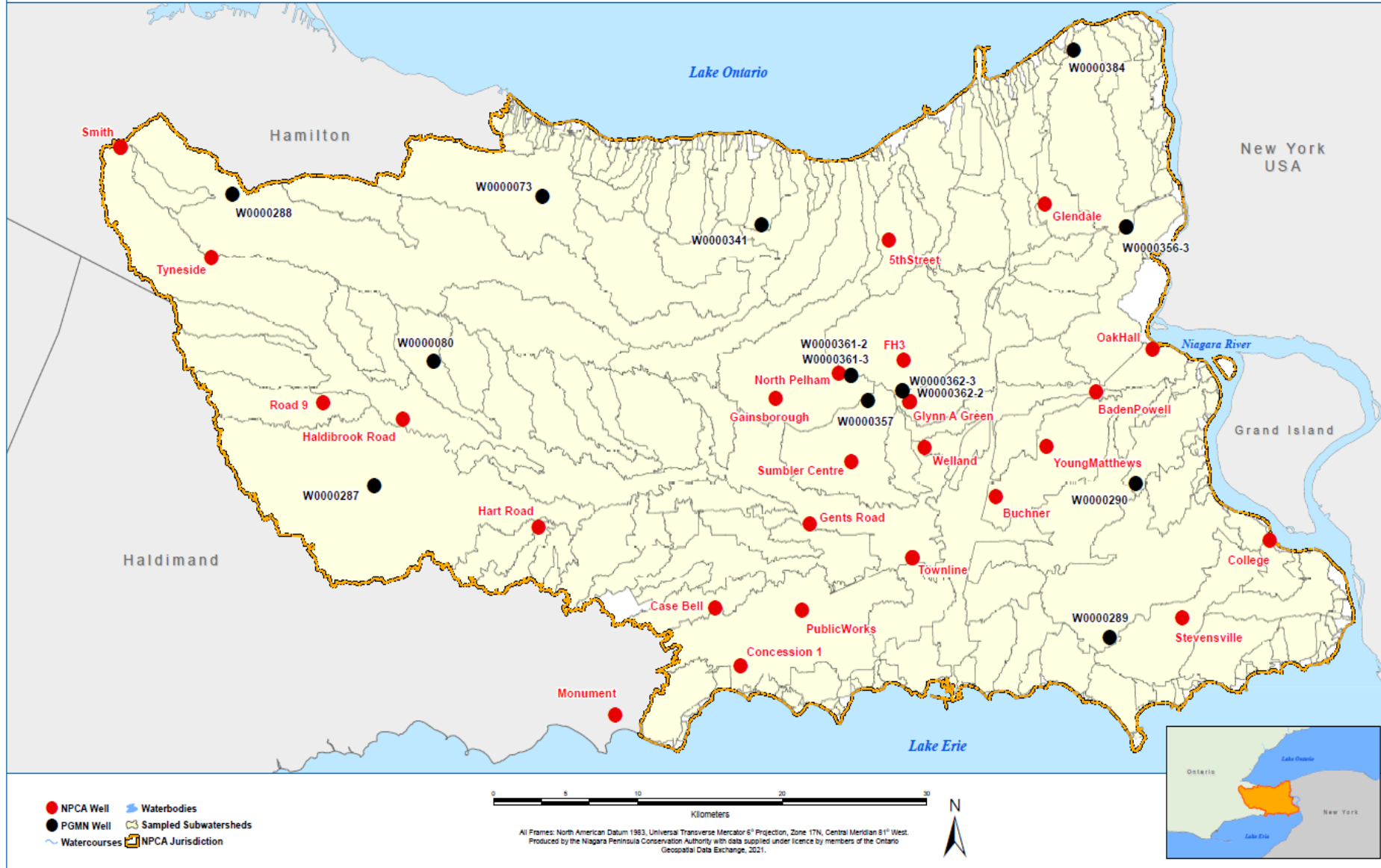


## Chloride





# NPCA Groundwater Monitoring Network



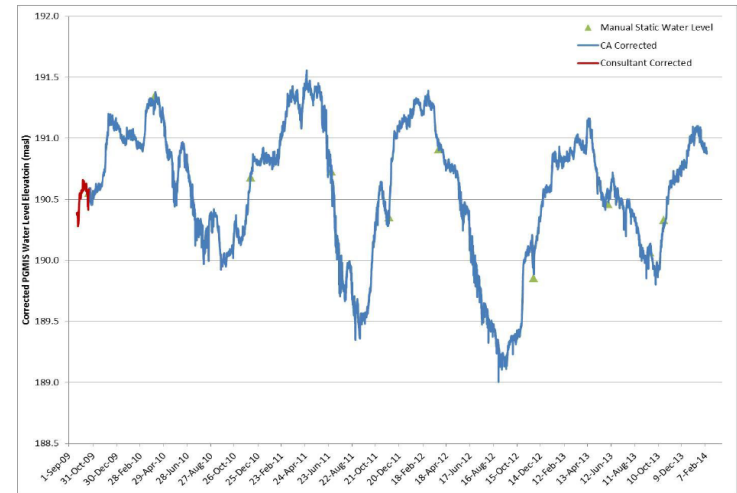
# What is the groundwater data telling us?

- Water quality at most NPCA wells meets Ontario Drinking Water Guidelines

But.....

- Some exceedances are attributed to natural conditions of the groundwater

Groundwater Levels from Sept. 2009 until Feb. 2014 at PGMN Well W0000073 in Grimsby





# Strategies to Improve Water Quality

## Best Management Practices



Livestock Restrictions



Wetland & Tree Plantings



Cover Crops



Nutrient Management

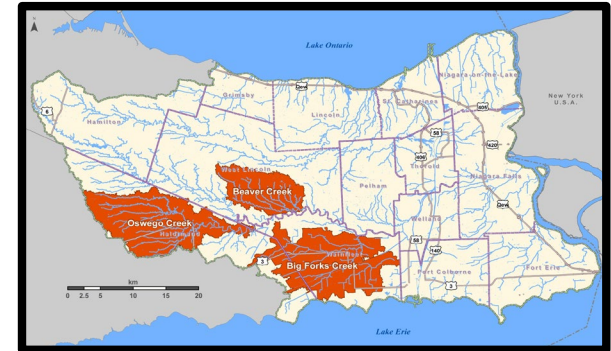


Riparian Buffers



Conservation Farm Practices

## Watershed Prioritization



## Site Specific Studies



## Better Technology





# NPCA Water Well Decommissioning Grant Program

## WATER WELL DECOMMISSIONING GRANT PROGRAM



For more information phone 905.788.3135  
or visit [www.npca.ca](http://www.npca.ca)

### PROJECT ELIGIBILITY

- » Grants are available for projects on qualifying lands located within the NPCA jurisdiction for the decommissioning of unused water wells.
- » Limit of two (2) wells per property (landowner).
- » Oil wells, gas wells and cisterns are not eligible under this program.
- » All work must be completed by a water well contractor licensed by the Ministry of the Environment (MOE) as set out in Ontario Regulation 903.
- » All work must comply with MOE procedures for plugging or abandoning water wells according to Ontario Regulation 903.
- » Applicants must apply and be approved prior to initiating their project. Projects already underway or completed without NPCA approval will not be eligible.

### 5 STEPS FOR INTERESTED PROPERTY OWNERS

1. Contact NPCA for an application and program information.
2. Fill out the application and submit to NPCA with two (2) quotes from licensed water well contractors for proposed work.
3. Obtain pre-approval from NPCA to proceed with proposed work.
4. Complete proposed work and submit all receipts, invoices, and water well decommissioning record(s) to NPCA for review.
5. Receive final approval and grant funding from NPCA.



250 Thorold Road West 3rd Floor, Welland, ON L3C 3W2  
phone 905.788.3135 • fax 905.788.1121

Project Funding Provided By:  

## Recent Projects

Before

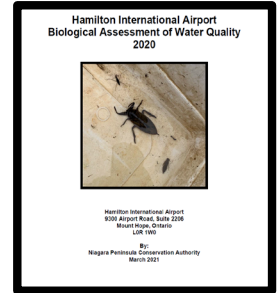
After



# Additional Water Quality Monitoring Services Provided in 2020

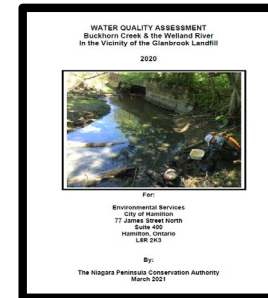
## 1. Hamilton Airport Biological Monitoring Study

- Assists with monitoring airport operations



## 2. Glanbrook Landfill Biological Monitoring Study

- Assists with monitoring landfill operations



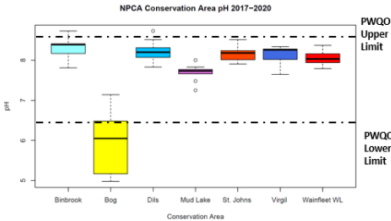
## 3. Upper Twelve Mile Creek Water Temperature Monitoring

- Monitor summer stream water temperature



## 4. Conservation Area Water Quality Monitoring

- Ambient water quality monitoring of significant water features



## 5. Niagara Coastal Collaborative Committee

- Lorraine Bay nutrient trackdown field program







## Spill Investigations



**MOVING  
WATER  
FORWARD**

## NOTICE OF STUDY COMMENCEMENT SOUTH NIAGARA FALLS WASTEWATER SOLUTIONS SCHEDULE 'C' CLASS ENVIRONMENTAL ASSESSMENT

Niagara Region is undertaking an important study to meet growing needs and provide overall environmental benefit to the South Niagara area.

**WHAT IS THIS STUDY ALL ABOUT?**  
There is significant residential and employment growth planned for Niagara Region and specifically for South Niagara, including areas in Niagara Falls and Thorold. As we grow and build new communities, create new jobs and invest in new facilities like schools and hospitals, investment is needed to plan and build our infrastructure. South Niagara will require a new wastewater treatment plant and will require upgrading our sewer system to support growth and protect the environment.

This study is about more than just constructing a new wastewater treatment plant. It is about a holistic solution to make improvements to the full wastewater systems in the area. It is about balancing the needs of growth with the protection and preservation of natural and heritage resources. It is also about the Region's investment in tomorrow to make sure we have the infrastructure we need to serve the current and future residents and businesses in the region.

**WHY IS A NEW WASTEWATER TREATMENT PLANT NEEDED?**  
Niagara Region undertakes an integrated process called "Niagara 2041" where the Region looks at growth planning, water and wastewater infrastructure and transportation all together to establish a plan for Niagara's future. "Niagara 2041" identified significant opportunity for growth in the South Niagara area. Under this process, the 2016 Water and Wastewater Master Servicing Plan (MSP) Update was completed. A key recommendation of the MSP Update was to establish a new wastewater treatment plant in South Niagara and have the sewer systems in the southern area convey flows to this new facility (indicated by the arrows on



This EA will be studying the wastewater system within the South Niagara area. The location of the new plant will be identified within the study area.

The study will investigate alternative long-term servicing solutions for a new wastewater treatment plant and associated wastewater collection system. The study will confirm the overall strategy. It will identify the preferred location for the new plant. It will identify the preferred technology and construction requirements, and it will demonstrate the timing for design and construction.

**WHAT IS THE PROCESS FOR THIS STUDY?**  
This study is being undertaken as a Schedule 'C' Class EA, satisfying all phases in accordance with the Municipal Class Environmental Assessment (MCEA) process (October 2005, as amended in 2007, 2011 and 2015), which is an approved

process under the Ontario Environmental Assessment Act. The Class EA process is a transparent process that will clearly demonstrate the decision making of where the new wastewater treatment plant will be located, what sewer infrastructure is needed, how the natural, social and cultural environments will be protected, how the infrastructure will be constructed, and the costs of the recommendations. Public, stakeholder and agency participation is critical and mandated. Niagara Region will engage and consult with these groups through each step.

There is also an opportunity at any time during the study process for members of the public to provide comments and concerns to the attention of the project managers. With the exception of personal information, all comments received during the process will become part of the public record of the study.

For project information, visit [niagararegion.ca/projects/south-niagara-falls-treatment-plant](http://niagararegion.ca/projects/south-niagara-falls-treatment-plant). If you wish to receive future project notifications by email, please send your request to [newtreatmentplant@niagararegion.ca](mailto:newtreatmentplant@niagararegion.ca).

If you wish to submit comments, please use the online form on the project webpage or contact us:

**Ms. Lisa Vagel**  
Niagara Region Project Manager  
Niagara Region  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7  
905.460.4000 ext. 3540  
[newtreatmentplant@niagararegion.ca](mailto:newtreatmentplant@niagararegion.ca)

**Mr. Chris Hamel, P.Eng.**  
Consultant Project Manager  
GM BluePlan Engineering Limited  
3300 Highway 7, Suite 402  
Vaughan, Ontario, L4K 4K3  
416.733.6867  
[chris.hamel@gmblueplan.ca](mailto:chris.hamel@gmblueplan.ca)

Niagara Region is committed to ensure that all Regional services, programs and facilities are inclusive and accessible to persons of disability. Please contact the Project Manager if you need any accommodation to provide comments or feedback for the study. This notice was first issued on April 4, 2018.

CONNECTING MORE PEOPLE TO MORE POSSIBILITIES

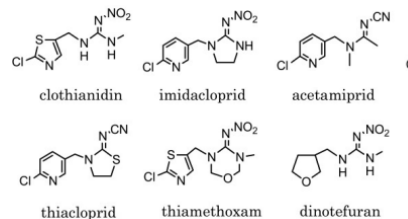
Niagara Region  
[niagararegion.ca/projects/south-niagara-falls-treatment-plant](http://niagararegion.ca/projects/south-niagara-falls-treatment-plant)



## Consultants



## Neonicotinoid Insecticides



Assessing the level of correlation amongst biological indices and water chemistry parameters from 2005-2013 in the Effingham Tributary of Twelve Mile Creek, Pelham, Ontario

ERS 411 Senior Honours Thesis



# Thank You!

Niagara  Region



Hamilton



Ontario 

Eric Augustino  
Water Quality Technician



# NPCA 2020 Annual Water Quality Monitoring Report Fact Sheet

The Niagara Peninsula Conservation Authority regularly collects and tests water samples at 80 surface water stations and 38 groundwater stations located throughout the NPCA's jurisdiction. Surface water quality samples are analysed for several indicators such as chloride, nutrients, E. coli, suspended solids, and metals.

For more information and to review the full report, scan with your smart phone



## Surface Water What Did We Find?

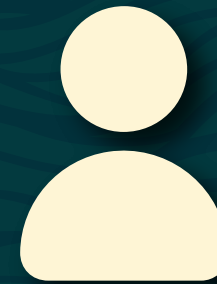


- Surface water monitoring results indicate most of the watersheds in the NPCA jurisdiction have poor water quality.
- The high levels of total phosphorus, E. coli, suspended solids, and chlorides within the surface water continue to be the major causes of poor water quality.
- The sources of these pollutants are generally from both rural areas (agricultural runoff and faulty septic systems) and urban areas (combined sewer overflows and urban stormwater runoff).
- The best water quality is found in watercourses where water is introduced from Lake Erie and the Niagara River, in watercourses with significant groundwater discharges and in watersheds with substantial natural landscapes.

## Groundwater What Did We Find?



- The groundwater quality in NPCA's jurisdiction was found to be highly variable with some wells exceeding the Ontario Drinking Water Standards.
- All the Ontario Drinking Water Standards exceedances are a result of the natural conditions of the groundwater.
- Private well owners are responsible for having their well water tested regularly and to make sure that their well is properly maintained and in good condition.
- For information about private well testing, contact your municipality.



## What Can You Do?

- Plant native trees, wildflowers, shrubs, and/or rainwater gardens.
- Reduce the amount of mown grass on your property.
- Reduce the amount of pesticides, herbicides and fertilizers you use.
- Conserve water by using low flow showers and toilets, high efficiency clothes washers and dishwashers.
- Install rain barrels to collect water for use around your yard.



## What Can Your Community Do?

- Sponsor community clean ups to keep waste out of natural areas.
- Look for ways to expand the existing urban tree canopy.
- Reduce the amount of pesticides, herbicides and fertilizers used.



## What Can Your Business Do?

- Establish a corporate volunteering program to support local initiatives such as tree plantings.
- Invest in 'greener' alternatives to current practices.
- Encourage recycling and composting in the workplace.
- Donate towards water quality and habitat improvement programs.
- Evaluate the effectiveness of environmental programs.

## NPCA Restoration Grant Program

The NPCA is taking action to restore and improve water quality, wildlife habitat and forest cover across the NPCA watershed. If you have an idea for an environmental project, the NPCA welcomes you to apply for assistance through the NPCA's Restoration Grant Program. For further details, please visit the following link: [npca.ca/restoration](https://npca.ca/restoration)

**From:** Grant Bivol <gbivol@npca.ca>

**Sent:** Thursday, July 15, 2021 4:23 PM

**To:** clerk@hamilton.ca; Ann-Marie.Norio@niagararegion.ca; eeichenbaum@haldimandcounty.on.ca; billmatson@niagarafalls.ca; clerk@thorold.ca; clerk@welland.ca; clerk@westlincoln.ca; ptodd@notl.org; WKolasa@wainfleet.ca; jkirkelos@lincoln.ca; cschofield@forterie.ca; skim@grimsby.ca; Holly Willford <HWillford@pelham.ca>; cityclerk@portcolborne.ca; bdunk@stcatharines.ca

**Subject:** Distribution of the NPCA Water Quality Summary Report for the Year 2020 to Member Municipalities

Dear Mr./Madam Clerk;

At the June 18, 2021 meeting of the Niagara Peninsula Conservation Authority's Board of Directors, the following Resolution No. FA-124-2021 was presented and carried:

**Resolution No. FA-124-2021**

Moved by Member Ingrao

Seconded by Member Kawall

1. **THAT** Report No. FA-38-21 RE: Water Quality Monitoring Program Summary Report for the Year 2020 **BE RECEIVED**.

2. **THAT** the actions highlighted in the report to inform municipalities, stakeholders, and the public about the report findings and best practices to improve local water quality **BE IMPLEMENTED**.

3. **AND FURTHER THAT** a copy of this report **BE CIRCULATED** to municipalities, Ministry of Natural Resources and Forestry (MNRF), Ministry of the Environment and Parks (MECP) and the Federal Ministry of Environment and Climate Change Canada (ECCC).

**CARRIED**

As such, I am pleased to provide:

- a) A link to Board Report No. FA-38-21 RE: Water Quality Monitoring Program Summary Report for the Year 2020 and the associated presentation:  
[https://npca.ca/images/uploads/board\\_files/FA\\_Meeting\\_Agenda\\_Package\\_-\\_June\\_18%2C\\_2021.pdf](https://npca.ca/images/uploads/board_files/FA_Meeting_Agenda_Package_-_June_18%2C_2021.pdf)
- b) A link to the Water Quality Monitoring Program Summary Report for the Year 2020: <https://npca.ca/watershed-health#water-quality-monitoring>
- c) The associated NPCA Water Quality Fact Sheet (attached)



At your municipality's request and convenience, the NPCA would be pleased to make a short presentation to Council and/or staff regarding the Water Quality Monitoring Program Summary Report for the Year 2020.

Sincerely,

*Grant Bivol*

**Grant Bivol**

**NPCA Clerk / Board Secretariat**

Niagara Peninsula Conservation Authority (NPCA)

250 Thorold Road West, 3<sup>rd</sup> Floor, Welland, ON L3C 3W2

Tel: (905) 788-3135 ext. 250

[gbivol@npca.ca](mailto:gbivol@npca.ca)

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[www.npca.ca](http://www.npca.ca)

Due to the COVID-19 pandemic, the NPCA has taken measures to protect staff and public while providing continuity of services. The NPCA main office is open by appointment only with limited staff, please refer to the [Staff Directory](#) and reach out to the staff member you wish to speak or meet with directly. Our Conservation Areas are currently open, but may have modified amenities and/or regulations.

Updates regarding NPCA operations and activities can be found at [Get Involved NPCA Portal](#), or on social media at [NPCA's Facebook Page](#) & [NPCA's Twitter page](#).

The information contained in this communication, including any attachment(s), may be confidential, is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure of this communication, or any of its contents, is prohibited. If you have received this communication in error, please notify the sender and permanently delete the original and any copy from your computer system. Thank-you. Niagara Peninsula Conservation Authority.

## **Board of Directors Meeting Highlights – July 16<sup>th</sup>, 2021**

On Friday July 16<sup>th</sup>, 2021, the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) held its regular monthly meeting electronically. Highlights from the meeting included:

### **Compliance and Enforcement 2021 Q2 Statistics**

The Board of Directors was provided an overview of activities related Compliance and Enforcement within the NPCA jurisdiction during the second quarter of 2021. Second quarter statistics demonstrated a significant increase in demands on the compliance and enforcement service area. Thus far in 2021, NPCA Regulations staff reported that they had investigated 183 complaints, already exceeding the total number of complaints investigated in 2019 and were set to surpass the 225 complaints received and investigated in 2020.

The Board directed that formal discussions with local municipal partners be requested to develop or enhance tools and communication resources in relation to issues that the NPCA cannot enforce such as the cutting of trees and/or the removal of vegetation on private property.

### **Director, Watershed Management and Section 28 Permit Signatory Delegation**

The Board was introduced to Leilani Lee-Yates, the NPCA's new Director of Watershed Management and subsequently designated her as an approved signatory for Section 28 work permits in compliance with Ontario Regulation 155/06: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses.

### **Term of Chair Position Resulting from Conservation Authorities Act Update**

Pending discussions on Board size and composition with the partner municipalities, the Board of Directors approved a report to seek, as may be required, an exception from the province to the term of the NPCA Chair and Vice Chair appointments for 2022 as required under newly enacted amendments to the Conservation Authorities Act.

### **Resolution on the Provision of Native Pollinator Habitat**

The Board adopted a resolution requesting the support and collaboration of conservation authorities and their partner municipalities across the Province of Ontario to include specialized native plant species through future development and redevelopment projects. The Board requested that the governments of Ontario and Canada also adopt a plan of action for properties within their control to protect pollinators and plant native pollinator species.

### **Links to Agendas, Minutes and Video:**

<https://npca.ca/administration/board-meetings>

## **62<sup>nd</sup> Annual General Meeting & Board of Directors**

### **Meeting Highlights – June 18<sup>th</sup>, 2021**

On Friday June 18th, 2021, the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) held its 62<sup>nd</sup> Annual General Meeting followed by its regular monthly meeting electronically. Highlights from both meetings include:

#### **NPCA Chair, Vice Chair and Committee Appointments**

By acclamation, Brenda Johnson was re-appointed as Chair of the Board for 2021 while Bruce Mackenzie returned as Vice Chair. Chair Johnson was then re-appointed as the voting delegate to Conservation Ontario with Vice Chair Mackenzie appointed as her designate.

The Board carried a motion to re-appoint Robert Foster and Donna Cridland to the Niagara Peninsula Conservation Foundation for 2021 and also re-affirmed a number of its appointments to various NPCA standing committees.

#### **NPCA 2020 Annual Report**

The Board approved the 2020 Annual Report which highlighted the key accomplishments of the organization in 2020. The Annual Report is an update to the residents of the Niagara Peninsula watershed and will be publicly circulated to municipalities, partners and stakeholders in the coming weeks .

#### **New Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health**

The Board of Directors was informed about the New Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health. Through its existing programs/services such as water quality monitoring, source protection program, habitat restoration, integrated watershed management, and remedial action plan, the NPCA will continue to provide local leadership and support to help Canada and Ontario achieve their goals.

#### **Niagara River ‘Beach Closings’ Beneficial Use Impairment (BUI) Status Assessment and Re-designation**

The Board approved the recent Niagara River Beneficial Use Impairment Status Assessment Report which recommended changing the status of the ‘Beach Closings’ BUI to Not Impaired. It was noted that extensive water quality monitoring, microbial source tracking studies, storm sewer investigations, and implementation of remedial actions had resulted in significant water quality improvements at Queen’s Royal Beach in the Town of Niagara-on-the-Lake. The Board acknowledged the Town of Niagara-on-the-Lake for their leadership and collaboration with the NPCA to improve the Niagara River’s water quality and ecosystem health.

## **Water Quality Monitoring Program Summary Report for 2020**

The Board approved a report detailing the NPCA's Water Quality Monitoring Program Summary for 2020. It was noted that, overall, surface water quality was poor, likely caused by decades of environmental degradation. It was stated that water quality programs that improve how nutrients are managed, serve to increase riparian buffers, and that improve forest cover can begin to address these impacts. NPCA Staff was instructed to submit the report to various municipal stakeholders as well as present the report's findings in a digital postcard to be published via various mediums. It was noted that the NPCA would also offer Water Quality presentations or meetings with municipal councils/senior staff upon request. The Board further directed that a report be presented on the details of the NPCA water well decommissioning program.

## **Wainfleet Bog Biederman Drain Re-Alignment Proposal**

Based on a delegation presentation and a request from 8Trees Inc. to relocate the Biederman Drain, the Board supported the staff-recommended approach to future management of drainage in the Wainfleet Bog. The report detailed three key options that may contribute to the overall benefit of the Wainfleet Bog. The next steps for the project were established with implementation taking place over the next year.

## **Conservation Authority Act Phase 1 Regulations Guide – NPCA Comments**

The Board endorsed a report outlining the NPCA comments provided to the Province via Environmental Registry of Ontario and will be referred transition actions to the Governance Committee for consideration.

## **Links to Agendas, Minutes and Video:**

<https://npca.ca/administration/board-meetings>

July 22, 2021

Holly Willford  
Town Clerk  
Town of Pelham  
20 Pelham Town Square  
Fonthill, ON  
L0S 1E0

**SENT ELECTRONICALLY**

Dear Ms. Willford,

Please be advised that the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) adopted the following resolution at its meeting of July 16, 2021:

*Resolution No. FA-147-2021*

*Moved by: Member Malcolm Woodhouse*

*Seconded by: Member Rick Brady*

**WHEREAS** globally, pollinator species, including bees and monarch butterflies are declining at a concerning rate due to anthropogenic activity such as habitat loss and degradation as well as pollution and climate change;

**WHEREAS** the dramatic global decline in the pollinator species population could seriously affect the pollination of human food crops around the world;

**WHEREAS** Health Canada's Pest Management Regulatory Agency (PMRA) has developed Best Management Practices (BMP's), resources, and guidelines to ensure agricultural practices across the country protect pollinators, and is collaborating with the Provincial Ministry of Agriculture and Rural Affairs to advance these resources and BMP's;

**AND WHEREAS** the Niagara Peninsula Conservation Authority (NPCA) is committed to maintaining and enhancing pollinator habitat through its enhanced restoration and stewardship programs, community partnerships, as well as advising land development proponents through planning and development processes;

**NOW THEREFORE, BE IT RESOLVED:**

1. **THAT** the NPCA **REQUESTS** the support and collaboration of conservation authorities and (through the CAs) their partner municipalities across the Province of Ontario to include the provision of native pollinator habitat with specialized native plant species through future development and redevelopment projects.
2. **THAT** by copy of this motion, NPCA partner municipalities **BE REQUESTED** to advance the use of native pollinator plant species to promote pollinator habitat through projects on their own lands as well through planning and development processes.



3. **THAT** a copy of this resolution **BE CIRCULATED** to the Association of Municipalities of Ontario and the Federation of Canadian Municipalities for their consideration.
4. **AND FURTHER THAT** both the governments of Ontario and Canada **BE REQUESTED** to adopt a plan of action for properties within their control to protect pollinators and plant native pollinator species and entrench this priority with the appropriate legislation with circulation of NPCA jurisdiction federal and provincial political representatives.

**CARRIED**

Should you have any questions regarding the above issue, please feel free to contact CAO Chandra Sharma at [csharma@npca.ca](mailto:csharma@npca.ca) or 905-788-3135.

Sincerely,

*Grant Bivol*

Grant Bivol  
NPCA Clerk

**Report To: Board of Directors**

**Subject: Compliance and Enforcement 2021 Q2 Statistics**

**Report No: FA-45-21**

**Date: July 16, 2021**

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**Recommendation:**

1. **THAT** Report No. FA-45-21 RE: Compliance and Enforcement 2021 Q2 Statistics **BE RECEIVED**.
2. **THAT** a meeting with jurisdiction municipalities be **CONVENED** to address environmental compliance and enforcement challenges identified in the staff report.
3. **AND FURTHER THAT** a copy of this report be **CIRCULATED** to the Niagara Peninsula Conservation Authority (NPCA) municipalities.

**Purpose:**

The purpose of this report is to provide the Board with an overview of activities related to the Compliance and Enforcement within NPCA Jurisdiction from April 1, 2021 to June 30, 2021 (Q2 of 2021).

**Background:**

The Compliance and Enforcement Service Area of the Niagara Peninsula Conservation Authority plays a pivotal role in the protection and conservation of wetlands, shorelines and escarpment areas in the NPCA jurisdiction. The overall goal is to protect life and property from natural hazards such as flooding and erosion.

As previously reported in Report No. FA-03-2021, the Compliance and Enforcement unit committed to providing three quarterly reports and one annual report to the Board of Directors on statistics tracked by staff.

## Discussion:

### Compliance and Enforcement Statistics

The Regulations team tracks a significant amount of data in relation to each complaint and potential violation reported to and investigated by staff. This is done to support progressive compliance or enforcement actions if required, provide all regulations staff with access to pertinent file data, and to identify and assess on-going or continuing concerns, trends, and resourcing requirements. These statistics are only for Section 28 complaints and violations and do not include concerns in relation to Section 29 of the *Conservation Authorities Act* (Conservation Authority owned Land).

Quarterly updates on abatement, compliance and enforcement statistics will also be provided to the Board in October in 2021 and an annual summary for 2021 in January 2022.

The statistics below are from April 1, 2021 to June 30, 2021.

### General Q2 File Statistics

Total number of complaints and concerns received by regulations staff in Q2 = 118 (this translates to approximately 2 complaint per working day on average)

Number of Q2 files Open = 53

Number of Q2 files Closed = 65

### Complaint / Occurrence Validity

Total number of occurrences investigated and determined to be within NPCA jurisdiction = 47

Total number of occurrences under review = 27

Total number of occurrences not within NPCA jurisdiction or frivolous = 44

### Reporting / Intake Avenues

Voicemail / phone = 8

Email to staff or TIPS email online = 55

Personal / Professional Communication = 24

Officer Found (no complaint received) = 3

Other/NA = 28

### Notices of Violation

Issued = 15

Resolved = 2

### Complaints / Occurrences by Municipality

Fort Erie = 14

Grimsby = 1

Haldimand = 3

Hamilton = 4

Lincoln = 9

Pelham = 5

Niagara Falls = 6  
Niagara-On-The-Lake = 8  
Port Colborne = 7  
St. Catharines = 20  
Thorold = 2  
Wainfleet = 22  
Welland = 8  
West Lincoln = 7  
Unknown = 2 (due to anonymous complaints with no location information)

The Q2 statistics for 2021 demonstrate a significant increase in demands on the compliance and enforcement service area in relation to complaints and violation response. The total number of complaints received and investigated by the regulations staff in 2021 is currently 183. This far exceeds the total of 119 complaints and concerns investigated in 2019 and is set to surpass the 225 complaints received and investigated in 2020.

### Issues and Challenges

As indicated by the statistics, there are a significant portion of concerns or complaints received from the public that are outside of the NPCA's current enforcement and compliance mandate and include:

- Tree cutting or vegetation removal on private property
- Destruction or disturbance of wildlife and wildlife habitat
- Planning related matters such as tree removal in approved subdivisions
- General environmental concerns the nature of which are not within the enforcement and compliance mandate of the NPCA

To provide additional perspective, the most common complaints are in relation to the cutting of trees and/or the removal of vegetation on private property, often after the complainant has been directed to the NPCA by their local municipality. However, tree removal and/or vegetation removal or disturbance in many instances does not constitute a contravention of the *Conservation Authorities Act* or is not the jurisdiction of the NPCA. For example, unless the tree cutting is in a wetland (and would be significant enough to constitute interference) or is in a regulated area and involves the removal of the roots (constitutes development/site grading), the individual act of tree cutting itself would not be considered a violation. In this instance, the incident may be a concern under the Region of Niagara's Woodlands By-law or a private property tree by-law implemented by the local municipality under the authority of the *Municipal Act*. Additionally, if tree cutting does not take place in a wooded area which meets the definition of a woodland under the Region's by-law then a regulatory tool does not exist with the NPCA to manage this activity. These type of issues are being addressed through local tree-by-laws or ravine by-laws by several municipalities across Ontario or through management agreements with conservation authorities.

Regulations staff work closely in partnership with numerous regulatory agencies including municipal bylaw staff on a day-to-day basis. There is a need (and opportunity) to provide additional guidance for the NPCA's municipal partners and to collectively develop enhanced tools and communication resources to address this significant issue.

Staff recommends formal discussions with local municipal partners in order to develop or enhance tools and communication resources in relation to compliance and enforcement within the Region of

Niagara, Hamilton and Haldimand service areas. This may also include additional legislative options available to them under the *Municipal Act* such as tree, watercourse, ravine and site-alteration by-laws.

In an effort to reduce the number of concerns and complaints which are directed to the NPCA and are not within the NPCA's regulatory framework, the NPCA is also working to inform the public about the regulatory jurisdiction of the NPCA with regards to what is enforceable under our legislation.

### **Financial Implications:**

There are no additional financial implications for the current day-to-day operations of the Compliance and Enforcement business unit as the work is accounted for in the 2021 budget. However, should any complaint or violation proceed to the issuance of a summons and court proceedings, there will be costs associated with these activities. Based on the statistics presented for the first two quarters of 2021, the NPCA will very likely need to consider the requirement for additional resources for 2022. Alternatively, NPCA staff will also look into other strategies such as adjustment in service levels to appropriately respond to the more significant and high-risk contraventions of the *Conservation Authorities Act*.

Regulations staff are committed to enhanced statistical reporting, recording and analysis of compliance and enforcement related data which will continue to assist in quantifying resource and staffing requirements moving forward.

### **Links to Policy/Strategic Plan:**

The duties carried out by the Compliance and Enforcement business unit are part of the Niagara Peninsula Conservation Authority's mandate and are essential to our watershed.

### **Related Reports and Appendices:**

None

#### **Authored by:**

*Original Signed by:*

---

Jason Culp, C.Tech., EP  
Manager, Compliance & Enforcement

#### **Reviewed by:**

*Original Signed by:*

---

David Deluce, MCIP, RPP  
Senior Manager, Planning & Regulations

#### **Submitted by:**

*Original Signed by:*

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Chandra Sharma, MCIP, RPP  
Chief Administrative Officer/Secretary-Treasurer

July 28, 2021

Holly Willford  
Town Clerk  
Town of Pelham  
20 Pelham Town Square  
Fonthill, ON  
L0S 1E0

**SENT ELECTRONICALLY**

Dear Ms. Willford,

Please be advised that the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) adopted the following resolution at its meeting of July 16, 2021:

*Resolution No. FA-141-2021*

*Moved by Member Smith*

*Seconded by Member Woodhouse*

1. **THAT** Report No. FA-45-21 RE: Compliance and Enforcement 2021 Q2 Statistics **BE RECEIVED**.
2. **THAT** a meeting with jurisdiction municipalities be **CONVENED** to address environmental compliance and enforcement challenges identified in the staff report.
3. **AND FURTHER THAT** a copy of this report be **CIRCULATED** to the Niagara Peninsula Conservation Authority (NPCA) municipalities.

**CARRIED**

Accordingly, for your reference, please find the subject Report No. FA-45-21 attached hereto. Staff from the NPCA will be in contact with your municipality in the coming weeks to discuss the matter. In the interim, should you have any questions or concerns, feel free to contact Chandra Sharma, NPCA CAO, at (905) 788-3135 or at [csharma@npca.ca](mailto:csharma@npca.ca).

Sincerely,

*Grant Bivol*

Grant Bivol  
NPCA Clerk / Board Secretariat

att.

**Subject:** Integrity Commissioner Update**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0133 – Clerks - Integrity Commissioner Update;**

**AND THAT Council direct staff to update The Town's Fees and Charges By-Law to include an Integrity Commissioner Complaint Filing fee of:**

**\$100.00 for infrequent complainants (two or fewer complaints filed per term of Council) and \$300.00 for frequent complainants (more than two complaints filed per term of Council);**

**AND THAT Council authorize an exemption to said filing fees if the complaint relates to alleged physical or sexual harassment, any complaint relating to alleged criminal behavior or any complaint filed by a Town of Pelham staff person;**

**AND THAT Council authorize the full reimbursement of said filing fee if contravention of the Code of Conduct is found by the Integrity Commissioner;**

**AND THAT Council authorize and grants the CAO, Town Solicitor and Town Clerk the authority, individually in their sole discretion, to waive any of the said filing fees which they deem to be appropriate;**

**AND THAT Council direct staff to present to Council a revised Policy S201-15 – Code of Conduct – Appendix 1 Complaint and Investigation Protocol to include provisions for:**

- 1. Integrity Commissioner Complaint Filing Fees and exemptions;**
- 2. That requests from members of Council for advice from the Integrity Commissioner be drafted by the Town Solicitor, CAO or Town Clerk according to the preference of the member;**

- 3. Annual Activities Reports to include summary of advice given;**
- 4. Council to receive Final Reports for matters the Integrity Commissioner deems to be frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an investigation; and**
- 5. Council, the Member and Complainant to receive the same Final Report from the Integrity Commissioner (requiring only one version of a final report);**

**AND THAT Council direct staff to proceed with The Town's Request for Proposals / procurement process to award Integrity Commissioner Services for The Town commencing April 1, 2022.**

**Background:**

Section 223.3 of the *Municipal Act, 2001* requires a municipality to appoint an Integrity Commissioner, or make arrangements with an Integrity Commissioner of another municipality, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality.

In 2017, the Niagara Region ("Region") advised its lower-tier municipalities that the Region would be appointing an Integrity Commissioner through a Request for Proposal ("RFP"). Several lower-tier municipalities expressed interest in a shared service approach, therefore the Region included language within their RFP allowing lower-tier municipalities to receive the same Integrity Commissioner services, under the same terms and conditions at the same price as the Region. The Region received three proposals, and subsequently appointed ADR Chambers Inc. as its Integrity Commissioner.

On January 21, 2019, Council for the Town of Pelham authorized the execution of an Agreement with ADR Chambers Inc. for providing services as The Town of Pelham's Integrity Commissioner. Currently ADR Chambers Inc. is the Integrity Commissioner for the Region, Town of Pelham and seven other lower-tier municipalities in the Niagara region.

On February 4, 2019, Council for the Town of Pelham passed By-law No. 4070(2019) appointing ADR Chambers Inc. and Mr. Edward T. McDermott as the Town's Integrity Commissioner.

The Agreement executed by the Town of Pelham and ADR Chambers Inc. commenced on February 4, 2019 with an end date of March 31, 2022. The Agreement allows the Town of Pelham, in its sole discretion, an option to renew for an additional four-year period on the same terms and pricing. The Agreement



allows either party, upon 30 days written notice, to terminate the said Agreement and services provided thereunder.

On May 17, 2021, Council for the Town of Pelham directed staff to prepare a report recommending options to ensure the municipality is provided a copy of any document(s) or report(s) provided from the Integrity Commissioner to the complainant or elected official requesting advice.

### **Analysis:**

Pursuant to Policy S201-15 any Code of Conduct complaints against a Member of Council is filed, in writing with a supporting affidavit, with the Town Clerk. The Town Clerk delivers the said complaint to the Integrity Commissioner for investigation.

For each Code of Conduct investigation conducted by the Integrity Commissioner The Town receives a report and invoice. Depending on the outcome, the report provided to The Town of Pelham may be in-depth or simply indicate the matter is outside the Integrity Commissioner's jurisdiction. The complainant may receive a different report than the municipality. In the present system, the Town is not entitled to a copy of the report received by the complainant, but is obligated to pay for it.

Members of Council may at any time contact the Integrity Commissioner directly to request advice. The Member of Council directly receives the written advice from the Integrity Commissioner. The Town does not receive a copy of the question asked or advice given.

The Integrity Commissioner provides an Annual Report advising the municipality of activities during the year, the expenses incurred by the municipality within that current year and provides a summary of issues for Council's consideration.

### **Town of Pelham - Integrity Commissioner Yearly Activities and Cost Chart**

**\*\*As of July 23, 2021\*\***

<b>February 4, 2019 – December 31, 2019</b>	
Activities	<ul style="list-style-type: none"><li>• Reviewed and proposed revisions to The Town's Code of Conduct and Town's protocol for the processing of complaints;</li><li>• Provided an education seminar to Council; and</li><li>• Two (2) requests for advice from Members of Council</li></ul>
Cost	<ul style="list-style-type: none"><li>• \$7,000.92 (including taxes)</li></ul>

<b>January 1, 2020 – December 31, 2020</b>	
Activities	<ul style="list-style-type: none"> <li>Two (2) Code of Conduct investigations; and</li> <li>One (1) request for advice from a Member of Council</li> </ul>
Cost	<ul style="list-style-type: none"> <li>\$23,953.18 (including taxes)</li> </ul>
<b>January 1, 2021 – July 23, 2021 (review of Town records)</b>	
Activities	<ul style="list-style-type: none"> <li>Three (3) Code of Conduct investigations; and</li> <li>Two (2) requests for advice from Members of Council</li> </ul>
Cost	<ul style="list-style-type: none"> <li>\$36,849.31 (including taxes)</li> </ul>
** Costs per year may have a timing difference from financial statements with respect to year billed vs. year expensed**	

The majority of investigated code of conduct complaints filed against Members of Council have been disposed of without finding contravention of the Code of Conduct by any Member of Council, and without the IC even having jurisdiction. The Town of Pelham is responsible for all costs associated with investigations concluded or advice given by the Integrity Commissioner, regardless of the degree of merit associated with the claim.

#### Integrity Commissioner Complaint Filing Fee

In an effort to reduce frivolous or vexatious complaints, staff recommend including a required Integrity Commissioner Complaint Filing Fee to file a complaint with the Integrity Commissioner. Multiple municipalities within the Niagara area have adopted this model, as indicated in the table below:

#### **Niagara Region - Integrity Commissioner Complaint Fee Comparison Chart**

\*\*As of July 23, 2021\*\*

<b>Municipality</b>	<b>Fee</b>	<b>Notes</b>
Niagara Region	\$0.00	
Fort Erie	\$100.00	<ul style="list-style-type: none"> <li>Application fee is refundable if complaint is judged to be valid</li> </ul>
Grimsby	\$200.00	<ul style="list-style-type: none"> <li>Application fee is refundable if complaint is judged to be valid</li> </ul>

		<ul style="list-style-type: none"> <li>Town Solicitor has the authority to reimburse application fee and relevant expenses if complaint does not substantiate a contravention or if the member was not blameworthy</li> </ul>
Lincoln	\$0.00	
Niagara Falls	\$500.00	<ul style="list-style-type: none"> <li>50% of fee is refundable if complaint is found to be valid</li> <li>If complaint found to be frivolous, vexatious or contains insufficient grounds to support an investigation, the complainant forfeits application fee</li> </ul>
Niagara-on-the-Lake	\$0.00	
Port Colborne	\$200.00	
St. Catharines	\$36.90	
Thorold	\$0.00	
Wainfleet	\$100 (for infrequent complainants)  \$500 (for frequent complainants)	<ul style="list-style-type: none"> <li>No posted description of "infrequent" or "frequent" complainant</li> <li>Application fee is refundable if complaint is judged to be valid</li> </ul>
Welland	\$0.00	
West Lincoln	\$0.00	
Pelham	\$0.00	

Staff recommend a filing fee of \$100.00 for infrequent complainants (two or fewer

complaints filed per term of Council) and a \$300.00 filing fee for frequent complainants (more than two complaints filed, per term of Council). If the Integrity Commissioner determines that a contravention of the Code of Conduct occurred, the filing fee shall be refunded. If the complaint is found by the Integrity Commissioner to be frivolous, vexatious, made in bad faith, contain insufficient grounds to support an investigation or outside the jurisdiction of the Integrity Commissioner, the complainant forfeits the fee.

Staff further recommend filing fees be waived for: any complaint relating to alleged physical or sexual harassment, any complaint relating to alleged criminal behavior or any complaint filed by a Town of Pelham staff person. Additionally staff recommend, the CAO, Town Solicitor and Town Clerk, individually in their sole discretion, have the sole authority to waive filing fees, should they deem appropriate. The suggested exemptions are intended to mitigate any potential barrier with respect to certain complainants.

Importantly, the Ontario Ombudsman recommends municipalities not charging filing fees with respect to code of conduct complaints as this can be seen as a hindrance or barrier to filing a complaint. While recognizing the validity of the Ombudsman's position, the Ombudsman does not have to bear the cost of frivolous complaints, while the Town of Pelham has already experienced several this term. Staff believe that providing a full refund of fees when contravention to the Code of Conduct is found, having fee exemption categories and ensuring residents have the ability to request waived fees from the CAO, Town Solicitor and Town Clerk is a balanced and fair approach which both respects ability to pay and protects the taxpayer.

#### Integrity Commissioner Advice

Section 223.5 of the *Municipal Act, 2001* requires the Integrity Commissioner, and every person acting under the instructions of the Integrity Commissioner, to preserve secrecy with respect to all matters that come to his or her knowledge in the course of their duties. As such, subsection 2.1 indicates advice provided by the Integrity Commissioner, to a Member of Council or a member of a local board, can only be released with the member's written consent. Subsection 2.2 indicates if a Member of Council or a member of a local board releases only part of the advice the Integrity Commissioner may release part or all of the advice without obtaining the member's consent.

If Council wishes the municipality to receive copies of all advice provided to Members of Council and members of local boards, each member can provide written consent to the Integrity Commissioner to provide a copy of the requested advice to

the Town Clerk and/or CAO. It is important to note that copies of such documents may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* as the legislation provides any document under the control of the municipality shall be released, subject to exemptions provided within the Act.

In related fashion, it is important that Members of Council seek advice from the Integrity Commissioner when needed. Declaring a conflict of interest is important to not only protect the Member of Council, but also to protect the corporation to ensure projects, policies and by-laws are not vulnerable to challenge by litigation. In order to ensure that (i) inquiries submitted to the Integrity Commissioner adequately identify the issue; and (ii) the advice received is relevant and helpful, staff recommend that requests from Members of Council for advice from the Integrity Commissioner be drafted by the Town Solicitor, CAO or Town Clerk, according to the preference of the member. The staff member consulted would treat the matter in confidence.

Section 223.6 of the *Municipal Act, 2001* indicates the Integrity Commissioner may provide a summary of advice he or she has given within the Annual Report of activities provided to Council. The Act stipulates the summary within the report shall not disclose confidential information that could identify a person requesting the advice.

Staff recommend Council direct staff to request the Integrity Commissioner to provide a summary of advice given as part of the Annual Report of activities provided by the Town. Staff further recommend Policy S201-15 – Code of Conduct – Appendix 1 Complaint and Investigation Protocol be revised to include this as a requirement of the Annual Report. This will allow both Council and Town Administration to have an understanding of the advice being sought annually.

#### Integrity Commissioner Code of Conduct Reports

Section 223.6 (2) of the *Municipal Act, 2001* indicates that where the Integrity Commissioner reports to Council regarding whether a Member of Council or of a local board has contravened the applicable Code of Conduct, the Integrity Commissioner may disclose matters in his or her opinion as necessary. Pursuant to subsection (3) the municipality shall ensure that reports received from the Integrity Commissioner are made available to the public. In this regard, the Town Clerk publishes all received reports on the upcoming Council Agenda.

Pursuant to Policy S201-15 – Code of Conduct – Appendix 1 Complaint and Investigation Protocol, Section 3(I) and (II) other than in exceptional circumstances, the Integrity Commissioner shall not report to Council on any complaint described as: frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an investigation, except as part of an

annual or periodic report. Should Council wish to receive individual reports for matters which the Integrity Commissioner deems to be frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an investigation, Council may direct staff to revise Policy S201-15 and notify the Integrity Commissioner upon its adoption. Staff note, additional or more in-depth reports will result in additional fees from the Integrity Commissioner.

Furthermore, pursuant to Policy S201-15 – Code of Conduct – Appendix 1 Complaint and Investigation Protocol, Section 5(I) the Integrity Commissioner shall report to the Complainant, the Member of Council and Council, generally no later than 90 days after the making of the complaint. Should Council wish the Complainant, Member of Council and Council to all receive the same report, Council may direct staff to revise Policy S201-15 to provide that the Integrity Commissioner shall not prepare more than one final report in relation to a complaint and that no party (Council, Member of Council or Complainant) shall receive a different report than another, and notify the Integrity Commissioner upon its adoption. This recommendation supports Council's request to ensure the Town of Pelham's taxpayers do not pay for reports the Town does not receive.

It is important to note, should Council direct staff to revise the said policy as stated above for Council's consideration, all reports received from the Integrity Commissioner are public documents. Should unflattering and false accusations (frivolous, vexatious or not made in good faith) be made, any related report would become public and placed on the upcoming Council Agenda. Staff are not in a good position to speculate upon the potential implications or potential for harm from this theoretical eventuality.

#### Contract Term

The Town's current Agreement with ADR Chambers Inc. ends March 31, 2022. The current contract includes a transition period whereby ADR Chambers Inc. will provide all documents and materials related to any investigations underway to the new Integrity Commissioner for the Town. Staff recommend that the Town of Pelham fulfils the initial term of the Agreement and starts the procurement process to award Integrity Commissioner Services starting April 1, 2022 to the successful bidder.

Completing the current term of the Agreement allows staff sufficient time to start working on the required procurement process and award the contract to the successful service provider prior to the expiry of the current term. Additionally, this will allow sufficient time for a transition period from the Town's current Integrity Commissioner and a potential new service provider, if applicable.

**Financial Considerations:**

There will likely be increased fees associated with additional or more in-depth reports provided by the Integrity Commissioner. Staff are unable to predict the potential increase of fees associated with said reports. If Council approves changes, then it is recommended that a corresponding increase be made to the budget line in the 2022 budget.

**Alternatives Reviewed:**Complaint Filing Fee

Council can direct staff to continue to process Integrity Commissioner complaints without implementing a filing fee.

Council may also consider imposing other filing fee amounts than those suggested by staff.

Integrity Commissioner Advice and Reports

Council can direct staff to not revise the Code of Conduct Policy and continue to receive reports in the same fashion and manner as the Town has traditionally received from ADR Chambers Inc.

Integrity Commissioner Contract

Council can consider terminating the current term of the Agreement with ADR Chambers Inc. early and start the procurement process; however, this is not recommended, as there is only a short amount of time remaining on the current term. Additionally this may not provide enough time for a thorough transition from one service provider to the next.

**Strategic Plan Relationship: Strong Organization**

Accountability and transparency builds both strong organizations and strong communities. Reviewing The Town of Pelham's relationship with the Integrity Commissioner and associated policies regularly are critical to ensuring The Town of Pelham remains open, accountable and transparent.

**Consultation:**

Jennifer Stirton, Town Solicitor

**Other Pertinent Reports/Attachments:**

None.

**Prepared and Recommended by:**

Holly Willford, B.A.  
Town Clerk

**Prepared and Submitted by:**

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



**Subject:** Chief Administrative Officer Performance Review Policy**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0134 – Chief Administrative Officer Performance Review Policy;**

**AND THAT Council approve the Chief Administrative Officer Performance Review Policy No. S600-14 and the associated CAO Performance Evaluation Review Form.**

**Background:**

The Chief Administrative Officer is the sole employee of Council. Council relies on the CAO to be the link between themselves and municipal operations, to implement the municipality's policies and programs, to manage the municipal corporation and municipal staff in their absence and to help them achieve their strategic goals and objectives. Currently, the Town does not have a formal policy in place with respect to annual performance reviews for the CAO. Rather, the CAO has prepared an annual report outlining accomplishments and challenges as well as proposing goals for the following year, which are presented to Council in closed-session. Recognizing the need for a more formal evaluation process, Council passed a motion requesting Human Resources to prepare a policy and performance evaluation tool for their consideration in August.

**Analysis:**

Human Resources consulted multiple sources prior to undertaking the work and found the best formal evaluation tool is one endorsed by the Ontario Municipal Administrators' Association (OMAA). The CAO Employment Guidelines handbook provided on OMAA website was utilized to build foundational steps and core competencies to be measured and support the evaluation process. The policy identifies the responsibilities of the Mayor, Council, the CAO and Human Resources in the annual process, the basis for the performance review and the timeline for completion each year.

**Financial Considerations:**

There are no financial considerations with respect to implementing this policy. The only expenditure made on this file was the value of the Human Resources staff time.

**Alternatives Reviewed:**

Council could opt to continue utilizing the CAO's annual performance report as the sole means of evaluating their performance and determining salary adjustments.

**Strategic Plan Relationship: Strong Organization**

Implementing a formal performance review process with an evaluation tool will allow for additional clarity regarding the targets the CAO should strive towards. Regular performance reviews ensure that the Chief Administrative Officer is provided with accurate and appropriate feedback with the goals of enabling the achievement of corporate objectives, improving municipal performance and allowing for the personal and professional development of the CAO.

**Consultation:**

Human Resources utilized the Ontario Municipal Administrators' Association Employment Guidelines handbook as a reference when preparing the policy and tool. Existing policies at other municipalities were also reviewed during the preparation of the attached policy.

**Other Pertinent Reports/Attachments:**

Appendix A – Chief Administrative Officer Performance Review Policy

Appendix B – Chief Administrative Officer Performance Review Form

**Prepared and Submitted by:**

Brianna Langohr, CHRL  
Human Resources/Health and Safety Coordinator



<b>Policy Name: Chief Administrative Officer Performance Review</b>	<b>Policy No: S600-14</b>
Committee approval date:	-
Council approval date:	-
Revision date(s):	-
Department/Division:	Human Resources

## 1. Purpose

Regular performance reviews ensure that the Chief Administrative Officer (CAO) is provided with accurate and appropriate feedback with the goals of enabling the achievement of corporate objectives, improving municipal performance and allowing for the personal and professional development of the CAO. The CAO performance review is a valuable instrument which can serve any or all of the following purposes:

- To formally discuss the relationship between Council and the CAO;
- To ensure that there is clarity with regard to the position expectations of the CAO;
- To provide an assessment of the performance of the role, responsibilities and authority as set out in legislation, Town policy and the job description;
- To set objectives and criteria for future evaluation; and
- To serve as the basis for salary adjustments.

## 2. Policy Statement

The Town of Pelham will conduct an annual review of the performance of the Chief Administrative Officer, on or about the anniversary date of hire. The review process is to be a collaborative exercise, the aim of which is to provide the CAO with feedback that contributes to their professional and personal development.

The annual review of the CAO's performance is to be based on the following:

- Implementation of Council's Strategic objectives and priorities;
- Accomplishment of mutually agreed goals for the year;
- CAO's role as Council's principle adviser; and
- The leadership that the CAO provides.



Town Council is responsible for implementing this policy supported by the CAO and Administration. This policy is to be reviewed every four years in the third year of a Council's term. The appraisal system for the CAO is to be a separate process from that applied to the rest of the staff.

### **3. Definitions**

Competencies: are the attitudes and behaviours required at a high level of performance for an individual to be successful in a role.

Performance Management Program: is the complete set of documents, tools and instructions for the performance review process.

Performance Review: is a key performance indicator of the effectiveness of the CAO's strategic management decisions and actions. This is executed through a standardized set of documents prepared by Human Resources as part of the Performance Management Program that allows for both the CAO and Council to document performance. The performance assessment and rating are then aligned to the Non-Union Compensation salary structure to determine any increase in annual compensation, or compensation as otherwise approved by Council.

Performance Review Process: is the standardized and approved methodology used to ensure a quality, equitable performance process is conducted. It entails a standard timeline, series of steps and evaluation methodology and tools.

### **4. General Provisions**

4.1 Mayor and Council will conduct a formal performance review of the Chief Administrative Officer (CAO) on an annual basis in partnership with Human Resources. The review will be completed on or about the anniversary date of hire. During a provincially scheduled election year the review will be completed not less than 90 days prior to the date of the election. The review will provide Council the opportunity to assess the CAO's performance for the prior year and to clarify goals and expectations for the upcoming year.

4.2 As part of the review, Mayor and Council will ensure that the CAO is advised on areas needing improvement, where necessary, and that the CAO receives recognition for satisfactory or outstanding performance.



- 4.3 The performance review process will include Mayor and Council's assessment of the CAO's performance in meeting the annual goals of the Town.
- 4.4 The annual goals are to be based on the corporate goals set by Mayor and Council for the year and may include the CAO's personal learning and development plans. Performance measurements are to be defined within Mayor and Council's goal setting process or defined through the corporate performance measurement process.
- 4.5 The CAO will provide a self-assessment on both the competencies and performance sections of the annual review process as a confidential report to Council prior to the formal performance review.
- 4.6 Results of the annual performance review are determined by Council and reported to the CAO in confidence with due respect for privacy, fairness, and dignity.
- 4.7 Mayor and Council will provide feedback to the CAO regarding their performance on an ongoing basis, pointing out strengths and areas requiring improvement. This information may be gathered through technological means and shared on an ongoing basis with the CAO and may be used as part of the review.

## **5. Attachments**

CAO Performance Review Form

### CAO Performance Review

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_\_

CAO Name: \_\_\_\_\_

<b>COMPETENCY RATING</b>	↓ <i>Please indicate your evaluation</i>		
1. Communication with Council, including effective, written and oral presentation and openness to Mayor and Council feedback and/or direction		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
2. Implementation of Council policy and assists Council in the development of annual and long-range goals of the Corporate Strategic Plan.		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
3. Staff support for Council; anticipates and provides reports and recommendations as required by Council		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
4. Council-Staff relations/political acuity; putting information and skills together to better guide choices in order to accomplish goals and objectives		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
5. Staff relations; demonstrates leadership and promotes professional staff performance		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
6. Demonstrates fiscal responsibility, attempts to operate corporation within budgetary guidelines, holds senior staff accountable for spending		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
7. Personal professional development; strives to maintain current knowledge and skill levels		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0
8. Effective delivery of municipal services and community relations		Exceeds Expectations	3
		Meets Expectations	2
		Fails to Meet Expectations	1
		Unable to Rate	0

<b>ACCOMPLISHMENTS/OBJECTIVES</b>
9. Has the CAO accomplished or worked toward accomplishing the goals established by Council? Why or why not?
10. Based upon your overall evaluation of the CAO, what areas would you list as their strengths?
11. Based upon your evaluation what areas would you suggest the CAO work on to improve skills and to be more effective in specific areas or situations?
12. What are the major objectives you believe the CAO needs to focus on for the coming year?
13. Final comments

**Subject:** New Corporate Services Department Fees**Recommendation:**

**BE IT RESOLVED THAT Council receive Report #2021-0131- New Corporate Services Department Fees;**

**AND THAT Council approve the following Corporate Services Department fees, effective October 1, 2021, be included in the Town of Pelham User Fees and Charges By-Law:**

**\$40.00 for new roll creation, and  
\$40.00 for ownership change;**

**AND THAT Council direct staff to amend the Fees and Charges By-law to reflect these new fees.**

**Background:**

The *Municipal Act, 2001*, S.O. 2001, c.25, as amended provides that a municipality may pass by-laws imposing fees or charges on any class of persons for services or activities provided.

The Town provides a service whenever there is a change to an account, either water or tax, which requires the use of staff time and Town resources. This can occur because of a real estate transaction, such as the sale of a home, the apportioning of a property tax roll into multiple rolls, or other reasons. The Town of Pelham charges a \$15.00 administrative fee to set up a new water account but does not charge an administrative fee for new property tax roll creation or to process a change of ownership.

**Analysis:**

Staff have conducted an informal survey and online search and have found that practices in this regard vary between municipalities. Based on the survey, two (2) Niagara local area municipalities currently charge a fee for a property tax account ownership change and six (6) charge a fee for a water account change. The fees



for property tax account changes range from \$35.00 to \$40.00 and the fees for water account changes range from \$10.00 to \$40.00.

An estimate of the number of property tax account changes in Pelham in recent years is as follows:

2018 (12 months) - 496

2019 (12 months) - 555

2020 (12 months) - 661

2021 to June 30 (6 months) – 347

These numbers are estimates only, and may be higher than actuals due to ownership changes that would be exempted from a fee based on staff recommendations below.

Staff propose that the Town of Pelham charge a \$40.00 fee for a property tax ownership change or new roll creation, effective October 1, 2021. This fee is considered to be appropriate in offsetting the costs required to process a change of ownership or administer property tax roll creation.

Further, staff recommend the following procedures related to the fee:

a) The fee will be charged on the first day of the month following the account change, and will be due by the end of that month. Normal penalty and interest rates will apply to any balance owing on the first day of the month after the fee is added. (For example, if a property tax account change occurs on October 15, the fee will be added to the account November 1 and will be due by November 30. Penalty will be charged on December 1.)

b) Property owners will be sent a letter informing them that the fee has been added.

c) Where there are multiple ownership changes on a single property on the same day, the fee only applies to the final ownership change.

d) Where there are two owners on an account and one is being removed, the fee will not apply.

### **Financial Considerations:**

Not all property tax account changes will be subject to the fee if they are exempt as per above, however it is estimated that fees could total approximately \$15,000 per

calendar year toward the cost of staff time and resources spent processing the changes. By implementing this fee, there will be a full cost-recovery for the underlying service, and when the number of real estate transactions fluctuate, the fees collected will fluctuate to offset the cost of additional resources required.

The Corporate Services Department is conducting a review and comparison of other fees charged by local area municipalities and will bring forward any other recommended changes or additions to Pelham fees in the 2022 User Fee Guide.

**Alternatives Reviewed:**

Council could choose not to implement the new fee and continue to provide the service, which results in the cost being borne by the entire tax base as part of property taxes, rather than by the property owners benefitting from the service. In addition, the fee would not fluctuate based on the number of transactions that occur in the year.

**Strategic Plan Relationship: Financial Sustainability**

Implementing a fee for processing property tax ownership changes and new roll creation will ensure that the costs of providing the service are recovered from those benefitting from the service.

**Consultation:**

The Area Treasurers were informally surveyed.

The Town Solicitor was consulted. The item was addressed by SLT and is considered a fair and pragmatic manner to increase revenue for town services that benefit only the individual property owners in question.

**Other Pertinent Reports/Attachments:**

None.

**Prepared and Recommended by:**

Charlotte Tunikaitis, CPA, CA  
Deputy Treasurer

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

**Prepared and Submitted by:**

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

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

BY-LAW NO. 4368(2021)

**Being a By-law to amend Zoning By-law 1136(1987), as amended with respect to second dwelling units in the Town of Pelham.**

**Town of Pelham**

**File No. AM-04-2020**

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**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**, the Council of the Corporation of the Town of Pelham has initiated as application to amend By-Law No. 1136 (1987) otherwise known as the Zoning By-law, insofar as is necessary to establish provisions that apply to Second Dwelling Units in the Town of Pelham;

**AND WHEREAS**, the Council of the Corporation of the Town of Pelham conducted a public hearing in regard to this application, as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, Chap. P. 13, as amended;

**AND WHEREAS**, the Council of the Corporation of the Town of Pelham deems it advisable to amend Zoning By-law 1136 (1987), as otherwise amended, with respect to the above described lands, and under the provisions of the *Planning Act* has the authority to do so;

**NOW THEREFORE** the Council of the Corporation of the Town of Pelham enacts as follows:

1. **THAT** Section 5 is amended by adding the following new definition:

**“5.193 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. Second Dwelling Units are also referred to as secondary suites, basement apartments, accessory apartments, granny flats, in-law apartments, or nanny suites.”
2. **THAT** Section 6.1 (c) is deleted and replaced with the following:

“(c) **“MAXIMUM HEIGHT**

Except as otherwise provided herein, no accessory residential building or structure shall exceed 4.75 m (15.58 ft) in height.”
3. **THAT** Section 6.10 (a) Lot Requirements - Dwellings is deleted.
4. **THAT** Section 6.16 (c) Parking Area Surface is amended by adding the following new clauses:
  - “iii. In Residential zones, the maximum width of a surface devoted to parking may not exceed the exterior width of an attached garage.
  - iv. Notwithstanding Subsection 6.16 c) iii), on a lot having an attached garage less than 5 metres in width, the driveway

may extend beyond the width of the garage toward the side lot line to a maximum width of 5 metres and no closer than 0.6 metres to the side lot line, nearest to the garage;”

5. **THAT** Section 6.2, Dwelling Units Below Grade is deleted in its entirety and replaced with the following:

**“6.2 SECOND DWELLING UNITS**

1. Two (2) Second Dwelling Units are permitted on a lot in the Residential Village 1 (RV1) zone, Residential Village 2 (RV2) zone, Residential Multiple Village 1 (RMV1) zone, Residential 1 (R1) zone, Residential 2 (R2) zone, Residential 3 (R3) zone and Residential Multiple 1 (RM1) zone and shall comply with all other provisions of this By-law.
2. Two (2) Second Dwelling Units are permitted on a lot in the Agricultural (A) and Special Rural (SR) zones and shall comply with all other provisions of this By-law. These units must be located outside of the Greenbelt Natural Heritage System.
3. A Second Dwelling Unit shall be a self-contained dwelling unit with bathroom, kitchen and sleeping facilities that are separate from those of the principle dwelling on the same lot. The Second Dwelling Unit can be contained within the principle dwelling or within a detached accessory building on the same lot as the principle dwelling.
4. In Residential zones, a Second Dwelling Unit shall have a maximum floor area does not exceed 74.3 m<sup>2</sup> (800sqft).
5. In the Agricultural (A) Zone and Special Rural (SR) Zone, a Second Dwelling Unit shall have a maximum floor area does not exceed 93 m<sup>2</sup> (1,000sqft).
6. A maximum of one entrance is permitted to face a street, inclusive of the principle dwelling. The entrance to a Second Dwelling Unit must be separate from the entrance provided for the principle dwelling:
  - i. For Second Dwelling Units that are contained within or attached to the principle dwelling, the separate entrance may be accessed directly from the outside or from a vestibule, common hallway or stairway inside the building.
  - ii. Where the only entrance to a Second Dwelling Unit is provided from the rear yard or side yard, the entrance must be accessed by a continuous, unobstructed path of travel of at least 1 metre wide between the front wall of the building and the side lot line.
7. A minimum of one (1) on-site parking space is required for each Second Dwelling Unit, in addition to the parking requirements for the principle dwelling. Parking shall be in accordance with Section 6.16 of this By-law.
8. If located within the principle dwelling, the Second Dwelling Unit must meet the requirements for a dwelling in the applicable zone category.
9. If the Second Dwelling Unit is in an accessory structure, and not connected to the principle dwelling, the Second

Dwelling Unit must meet the requirements for accessory structures on the property in accordance with Section 6.1 of By-Law 1136 (1987).”

6. **THAT** Section 7.7 Requirements for Buildings and Structures Accessory to Dwellings, paragraph (d) is deleted in its entirety and replaced with the following:

“(d) Maximum Building Height 7.2 m (23.62 ft)”

7. **THAT** Section 7.7 Requirements for Buildings and Structure Accessory to Dwellings is amended by adding a new paragraph (f) as follows:

“(f) The maximum distance a Second Dwelling Unit is permitted from the closest portion of the principle dwelling located on a property is 40m (131.2 ft) unless the Second Dwelling Unit is located in an existing building.”

8. **THAT** this Bylaw 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  
7<sup>th</sup> DAY OF SEPTEMBER, 2021.

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

\_\_\_\_\_  
CLERK HOLLY WILLFORD

THE CORPORATION OF THE  
T O W N O F P E L H A M  
BY-LAW NO. 4369(2020)

**Being a by-law to adopt an Amendment to the Official Plan for the  
Town of Pelham Planning Area.**

**Amendment No. 12**

**Implementation of Second Dwelling Units**

---

THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN  
OF PELHAM IN ACCORDANCE WITH THE PROVISIONS OF SECTION  
16.3 WHICH PROVIDES FOR ADDITIONAL DWELLING UNITS AND  
SECTION 17 OF THE PLANNING ACT, R.S.O, 1990, AS AMENDED,  
HEREBY ENACTS AS FOLLOWS:

1. **THAT** Amendment No. 12 to the Official Plan of the Town of Pelham  
consisting of the attached explanatory text and schedules is adopted.
2. **AND THAT** the Clerk of the Town is authorized to effect any minor  
modifications or correction solely of an administrative, numerical,  
grammatical, semantical or descriptive nature to this by-law or its  
schedules after passage of this by-law

ENACTED, SIGNED AND SEALED THIS

7<sup>th</sup> Day of SEPTEMBER, 2021.

---

Mayor Marvin Junkin

---

Town Clerk, Holly Willford

**AMENDMENT NO. 12**  
**TO THE**  
**OFFICIAL PLAN (2014)**  
**FOR THE**  
**CORPORATION OF THE TOWN OF PELHAM**

# **CONTENTS**

## **PART “A” – THE PREAMBLE**

- Section 1     Title and Components
- Section 2     Purpose of the Amendment
- Section 3     Location of the Amendment
- Section 4     Basis of the Amendment
- Section 5     Implementation of the Amendment

## **PART “B” – THE AMENDMENT**

- Introductory Statement
- Details of the Amendment



## **PART “A” – THE PREAMBLE**

### **SECTION 1**

#### **TITLE AND COMPONENTS**

This document was approved in accordance with Section 17 and 21 of the *Planning Act, R.S.O. 1990*, as amended and shall be known as Amendment No. 12 to the Official Plan adopted by By-law No. 3259 (2012) and confirmed by the Ontario Municipal Board decision of July 18, 2014, for the Town of Pelham Planning Area.

Part “A”, the Preamble does not constitute part of this amendment.

Part “B”, the Amendment, consisting of the following text constitutes Amendment No. 12 to the Official Plan adopted by By-law 3259 (2012) and confirmed by the Ontario Municipal Board decision of July 18, 2014 for the Town of Pelham Planning Area.

### **SECTION 2**

#### **PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to amend Sections B1.1.2(b), B1.1.3(e), B1.1.4, B1.1.9(h), B1.7.3.2(a(v)), B1.7.7.3.1 (a(ii)), B1.7.7.4.1(a(iii)), B1.7.8.3.1(b(xi)), B1.7.8.4.1(b(xi)), B2.1.2, B2.2.2, B2.1.3.5 and Appendix F – Definitions (Residential Intensification (e)) of the Town of Pelham Official Plan to implement recommendations on Second Dwelling Units in the Town with the goal to achieve Council’s strategic plan goal.

### **SECTION 3**

#### **LOCATION OF THE AMENDMENT**

The lands that are subject to this Amendment are all lands within the Town of Pelham.

## SECTION 4

### BASIS OF THE AMENDMENT

1. The *Planning Act, R.S.O. 1990*, as amended, provides that amendments may be made to the Official Plan. Policies of the Official Plan have been considered in the preparation of this Amendment and the following factors:
  - i. The policies will ensure compatibility with the surrounding land uses.
  - ii. This Amendment is consistent with the Provincial Policy Statement and conforms to the Growth Plan for the Greater Golden Horseshoe and the Region of Niagara Official Plan.
2. The Provincial government has legislated that municipalities develop and implement Official Plan policies and Zoning By-law provisions in order to allow additional dwellings including second dwelling units as accessory to primary residential dwellings.
3. The proposed amendments will update the Official Plan to ensure conformity with the recent Provincial legislative updates in Bill 108, *More Homes, More Choice Act, 2019*. This Official Plan update will assist staff with implementing opportunities for a range and mix of housing options, as mandated by the Provincial Policy Statement (2020).
4. The overall purpose of this Provincial legislation is to provide additional affordable housing opportunities, help homeowners with mortgage payments, and to support the flexible housing needs of youth, young families and seniors. As such, in supporting the aims of this Provincial Legislation, allowing Second Dwelling Units will provide important community benefits within the Town of Pelham.
5. The provision of Second Dwelling Units will also respond to a need identified by the local community and the desire to have Second Dwelling Units to provide housing choice and flexibility.
6. It is not the intent to permit the severance of second dwelling units in areas in the agricultural area as the creation of new lots for residential uses is not permitted.

## **SECTION 5**

### **IMPLEMENTATION AND INTERPRETATION**

The relevant policies of the Official Plan adopted by By-law No. 3259 (2012) and confirmed by the Ontario Municipal Board decision of July 18, 2014, of the Town of Pelham Planning Area shall apply to the implementation and interpretation of this Amendment.

## **PART “B” – THE AMENDMENT**

The Official Plan adopted by By-law No. 3259 (2012) and confirmed by the Ontario Municipal Board decision of July 18, 2014, for the Pelham Planning Area is hereby amended by:

1. Deleting Section B1.1.2(b) and replacing it with the following:
  - b) Second Dwelling Units in single-detached, semi-detached, townhouse and multiple dwellings subject to Policy B1.1.4;
2. Deleting Section B1.1.3(e) and replacing it with the following:
  - e) The creation of Second Dwelling Units -- within residential neighbourhoods is considered to be an appropriate form of residential intensification. The establishment of Second Dwelling Units shall occur in accordance with Policy B1.1.4;
3. Deleting Section B.1.1.4 and replacing it with the following:

### **Second Dwelling Units**

Second Dwelling Units may be permitted in single detached, semi-detached, townhouse and multiple dwellings as well as in detached accessory buildings in the Urban Living Area designation in the areas identified on Schedule A1 to this Official Plan, without the need for a Zoning By-law amendment provided that:

- a) Second Dwelling Units will comply with the Ontario Building and Fire Codes as well the Town's Zoning By-law. A building permit will be required to obtain permission for a second dwelling unit;
- b) The floor area of the Second Dwelling Units are less than, the gross floor area of the principle residential unit;
- c) Applicants who request a minor variance to increase the size of a Second Dwelling Unit should be prepared to demonstrate a need for the requested relief on the basis that the subject zoning provision is not warranted in a particular circumstance, causes undue hardship, or is otherwise impossible to comply with.
- d) Adequate parking is available on the lot for the principle dwelling and second dwelling units in compliance with the Zoning By-law;
- e) The second dwelling units are designed and located to maintain the external appearance and character of a principle dwelling unit as viewed from the public street; and,
- f) Second Dwelling Units - will be included in the Town's Intensification targets.

4. Deleting Section B1.1.9(h) and replacing it with the following:
  - h) Identify how many Second Dwelling Units have been legally created in accordance with Policy B1.1.4 of this Plan.
5. By deleting Section B1.7.3.2(a(v)) and replacing it with the following:
  - v) Encouraging the development of Second Dwelling Units.
6. Deleting accessory apartments in Section B.1.7.7.3.1(a(ii)) and replacing it with the following:
  - ii) Second Dwelling Units;
7. Deleting accessory apartments in Section B1.7.7.4.1(a(iii)) and replacing it with the following:
  - iii) Second Dwelling Units;
8. Deleting accessory apartments in Section B1.7.8.3.1(b(xi)) and replacing it with the following:
  - xi) Second Dwelling Units;
9. Deleting accessory apartments in Section B1.7.8.4.1(b(xi)) and replacing it with the following:
  - xi) Second Dwelling Units;
10. By deleting Section B2.1.2 (b) in its entirety and replacing it with following:
  - b) Second Dwelling Units may be permitted in a single detached dwelling as well as in detached accessory buildings in the *Good General Agricultural* designation subject to policy B.1.2.3.5 of this Plan.

11. By deleting Section following B.1.2.3.5 and replacing with the following:

**B.2.1.3.5 Second Dwelling Units**

The establishment of one additional dwelling unit on a farm for farm help is permitted without the need for a Zoning By-law amendment subject that the second dwelling unit is:

- a) Is required for farm help;
- b) Will be located within the existing farm-building cluster;
- c) Building permit approval is required;

- d) Is provided with sewage and water services as required by the Regional Niagara Public Works Department;
- e) Will be designed and/or located to be compatible or otherwise blend in with the farm operation; and
- f) Is subject to site plan control.

Second dwelling units that are not required for farm help may be permitted without the need for a Zoning By-law amendment and provided that:

- a) Second Dwelling Units will comply with the Ontario Building and Fire Codes as well as Town's Zoning By-law. A building permit will be required to obtain permission for a second dwelling unit;
- b) The floor area of the Second Dwelling Unit is less than, the gross floor area of the principle residential unit;
- c) If the Second Dwelling Unit is located in a new detached accessory building, the unit must be located within the cluster of existing buildings on the property or a Second Dwelling unit may be permitted within an existing accessory building.
- d) If the principle dwelling is serviced by a septic system, verification must be provided that the septic system is capable of accommodating a Second Dwelling Unit through the existing system or expansion of the existing system to service both the Second Dwelling Unit and the principle dwelling. Should a new septic system be required to accommodate a Second Dwelling Unit, the new septic system shall not remove land from agricultural production.
- e) Applicants who request a minor variance to increase the size of a Second Dwelling Unit should be prepared to demonstrate a need for the requested relief on the basis that the subject zoning provision is not warranted in a particular circumstance, causes undue hardship, or is otherwise impossible to comply with.

In no case, shall any detached second dwelling unit established in accordance with this policy be subdivided or severed from the original parcel on which it was constructed.

12. By deleting Section B2.2.2(d) and replacing it with the following:

- d) Second Dwelling Units may be permitted in a single detached dwelling as well as in a detached accessory building in accordance with policy B2.2.9.

13. That a new Section B.2.2.9 is added to Section B.2.2 – Specialty Agricultural and the remaining sections be renumbered accordingly:

**B.2.2.9 Second Dwelling Units**

The establishment of one additional dwelling unit on a farm for farm help is permitted without the need for a Zoning By-law amendment subject that the second dwelling unit is:

- a) Is required for farm help;
- b) Will be located within the existing farm-building cluster;
- c) Is located outside of the Greenbelt Natural Heritage System
- d) Building permit approval is required;
- e) Is provided with sewage and water services as required by the Regional Niagara Public Works Department;
- f) Will be designed and/or located to be compatible or otherwise blend in with the farm operation; and
- g) Is subject to site plan control.

Second dwelling units that are not required for farm help may be permitted without the need for a Zoning By-law amendment and provided that:

- a) The second dwelling is located within an existing dwelling, or a new dwelling must have been authorized for use prior to the effective date of the Greenbelt Plan (December 16, 2004).
- b) Second dwelling units may also be permitted within existing accessory structures, provided it is located on the same lot as either an existing dwelling, or a new dwelling which was authorized for this use prior to the effective date of the Greenbelt Plan.
- c) Permitted second dwelling units in the Protected Countryside designation must be located outside of the Greenbelt Natural Heritage System.
- d) Second Dwelling Units will comply with the Ontario Building and Fire Codes as well as Town's Zoning By-law. A building permit will be required to obtain permission for a second dwelling unit;
- e) The floor area of the Second Dwelling Unit is less than, the gross floor area of the principle residential unit;
- f) If the Second Dwelling Unit is located in a detached accessory building, the unit must be located within the cluster of buildings on the property.

- g) If the principle dwelling is serviced by a septic system, verification must be provided that the septic system is capable of accommodating a Second Dwelling Unit through the existing system or expansion of the existing system to service both the Second Dwelling Unit and the principle dwelling. Should a new septic system be required to accommodate a Second Dwelling Unit, the new septic system shall not remove land from agricultural production.
- h) Applicants who request a minor variance to increase the size of a Second Dwelling Unit should be prepared to demonstrate a need for the requested relief on the basis that the subject zoning provision is not warranted in a particular circumstance, causes undue hardship, or is otherwise impossible to comply with.

14. Deleting and replacing the following of Appendix F – Definitions:

**Residential Intensification**

- e) The conversion or expansion of existing residential buildings to create new residential units or accommodation, including Second Dwelling Units and rooming houses. (PPS)



THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW #4371(2021)

**Being a by-law to amend By-law #4068(2019) confirming various appointments to Boards, Commissions, and Committees of the Town of Pelham;**

**And to remove and appoint members to the Pelham Beautification Committee (Schedule E);**

**And to appoint members to the Pelham Seniors Advisory Committee (Schedule G);**

**And to appoint members to the Pelham Public Art Committee (Schedule O).**

WHEREAS Council of the Corporation of the Town of Pelham deems it desirable and necessary to appoint members of Boards, Commissions, Committees and Municipal Positions;

AND WHEREAS By-law #4068(2019), provides for the appointment of individuals to various Boards and Committees;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

- 1. THAT By-Law #4068(2019) be amended to additionally include the appointments as follows, detailed in the attached schedules, as below listed:

Schedule E:     Pelham Beautification Committee  
                     Rachael Holmes – Add (Citizen Appointee)  
                     Louise Morgan – Remove

Schedule G:     Pelham Seniors Advisory Committee  
                     Garth Hamilton – Add (Citizen Appointee)

Schedule O:     Pelham Public Art Committee  
                     Tammy van den Brink – Add (Citizen Appointee)  
                     Joseph LeBlanc – Add (Citizen Appointee)

ENACTED, SIGNED & SEALED THIS 7<sup>th</sup>  
DAY OF SEPTEMBER, 2021

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

\_\_\_\_\_  
TOWN CLERK, HOLLY WILLFORD

## SCHEDULE E

### **Community Beautification Committee**

Four Year Term Ending November 15, 2022 or until their successors are appointed:

Up to 8 residents

- i. Frances Kuypers - appointed by By-law #4082(2019)
- ii. ~~Louise Morgan - appointed by by-law #4068(2019)~~
- iii. Jennifer Pilzecker - appointed by By-law #4068(2019)
- iv. Cynthia Roberts - appointed by By-law #4068(2019)
- v. Cathy Robins - appointed by by-law #4068(2019)
- vi. Lois LaCroix - appointed by-law #4124(2019)
- vii. Vilma Moretti - appointed by-law #4152(2019)
- viii. Rachel Holmes - appointed by-law #4371(2021)

Council Representative: Mayor Marvin Junkin

## SCHEDULE G

### **Pelham Seniors' Advisory Committee:**

Four Year Term Ending November 15, 2022 or until their successors are appointed:

Up to 6 Residents; 1 PATC; 1 JAAC; 2 Seniors Organizations

- i. Susan Buckingham
- ii. Sharon Cook
- iii. ~~Del Leney~~
- iv. ~~Wayne Kenneth Olson~~
- v. Elena Simone-Simonetti
- vi. ~~Melissa Stewart~~
- vii. Gwen MacDougall – (Library) – appointed by By-law #4290(2020)
- viii. Dave Nicholson – (PATC) – appointed by By-law #4290(2020)
- ix. Ann Villalta – (JAAC) – appointed by By-law #4290(2020)
  - i. Erin Stitt (Lookout Ridge) – appointed by By-law #4290(2020)
  - ii. Anna Oakes (Lookout Ridge) – appointed by By-law #4290(2020)
- iii. Garth Hamilton – appointed by By-law #4371(2021)

Council Representative: Councillor Marianne Stewart

## SCHEDULE O

### **Town of Pelham Public Art Advisory Committee**

Four Year Term Ending November 15, 2022 or until their successors are appointed:

7 residents

- i. Brian DiMartile
- ii. Barb Rybiak
- iii. ~~Christina Drummond~~
- iv. ~~Dianne Gibson~~
- v. Els Swart
- iv. Catharine Carr - appointed by By-law #4290(2020)
- v. Colleen Kenyon – appointed by By-law #4333(2021)
- vi. Darren Keay - appointed by By-law #4333(2021)
- vii. Mary Powley – appointed by By-law #4346(2021)
- viii. Tanny van den Brink – appointed by By-law #4371(2021)
- ix. Joseph LeBlanc – appointed by By-law #4371(2021)

Council Representative: Councillor Hildebrandt

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW # 4372(2021)

**Being a by-law to Authorize the Execution of Rural Economic Development Program Grant Funding Agreement between the Town of Pelham and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs to Funding Provided as follows:**

- i.    \$15,000 for wayfinding signage for the Rural Economic Development Program (RED)**

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 Agriculture, Food and Rural Affairs relating to funding provided to the Municipality for the initiative 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 Agreement between the Town of Pelham and the Minister of Agriculture, Food and Rural Affairs relating to the Rural Economic Development Program;
- (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 7<sup>th</sup> DAY OF SEPTEMBER, 2021  
A.D.

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MARVIN JUNKIN, MAYOR

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HOLLY WILLFORD, TOWN CLERK

# RURAL ECONOMIC DEVELOPMENT PROGRAM

## AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORP OF THE TOWN OF PELHAM

CRA # 108078627

(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,  
Schedule "B" – Operational Requirements and Additional Provisions,  
Schedule "C" – Project Description,  
Schedule "D" – Financial Information,  
Schedule "E" – Payments and Reports,  
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

### 2.0 COUNTERPARTS

2.1 This Agreement may only 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.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

### 3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

- (a) It has read and understands the provisions contained in the entire Agreement;
- (b) It will be bound by the terms and conditions in the entire Agreement;
- (c) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;
- (e) The Province is not responsible for managing or carrying out the Project; and
- (f) The Province is bound by the *FIPPA* 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 the *FIPPA* or other applicable Requirements Of Law.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Name: Alan Crawley  
Title: A/Director, Rural Programs Branch

\_\_\_\_\_  
Date:

I have the authority to bind the Crown pursuant to delegated authority.

**THE CORP OF THE TOWN OF PELHAM**

\_\_\_\_\_  
Name: Holly Willford  
Title: Town Clerk

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name: Marvin Junkin  
Title: Mayor

\_\_\_\_\_  
Date:

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

**A.1.1 Interpretation.** For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, 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 this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

**A.1.2 Definitions.** In the Agreement, the following terms will have the following meaning:

**“Additional Terms And Conditions”** means the terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

**“AGA”** means the *Auditor General Act, 1990*

**“Agreement”** means this contract between the Province and the Recipient,

**“Arm’s Length”** has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*.

**“Budget”** means the budget attached to section D.2 of this Agreement.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is closed for business.

**“Claim Submission Deadline”** means the date or dates set out under section E.1 (b) of this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

**“Cost-Share Funding Percentage”** means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.



**“Eligible Costs”** means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section A.14.1 of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“Final Report”** means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

**“FIPPA”** means the *Ontario Freedom of Information and Protection of Privacy Act*.

**“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, the Expiration Date, or the termination of this Agreement, whichever comes first; 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, the Expiration Date, or the termination of this Agreement, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Guidelines”** means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

**“Holdback”** means the amount set out under section D.1.3 of this Agreement.

**“Incurred”** in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

**“Minister”** means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*.

**“Notice”** means any communication given or required to be given pursuant to this Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient, unless the context implies otherwise.

**“Program”** means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

**“Project Completion Date”** means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “E” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**“Timelines”** means the Project schedule set out in Schedule “B”.

**A.1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

**A.2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A.2.4 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

**A.2.5 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

### **ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT**

**A.3.1 Funds Provided.** The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A.3.2 Limitation On Payment Of Funds.** Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this 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 without liability, penalty or costs; or
  - (ii) Recover Funds already paid to the Recipient; or
  - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

**A.3.3 Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
  - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
  - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

**A.3.4 Province's Role Limited To Providing Funds.** For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**A.3.5 No Changes.** The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

**A.3.6 No Payment of Funds until Eligible Expenses are approved.** The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

**A.3.7 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

**A.3.8 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**A.3.9 Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

**A.3.10 Funding, Not Procurement.** The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

#### ARTICLE A.4

#### RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

**A.4.1 Acquisition.** If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

**A.4.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

**A.4.3 Disposal.** The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

## ARTICLE A.5 CONFLICT OF INTEREST

- A.5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, 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.
- A.5.3 *Disclosure To The 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 impose as a result of the disclosure.

## ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

- A.6.1 *Preparation And Submission.*** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
  - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
    - (i) Completed to the satisfaction of the Province; and
    - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 *Records 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 acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient 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, its authorized representatives or an 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 A.6.2 of this Agreement;
  - (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement 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.

**A.6.4 Disclosure.** To assist in respect of the rights set out under section A.6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**A.6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

**A.6.6 Auditor General.** For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

## **ARTICLE A.7 COMMUNICATIONS**

**A.7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province in the form and manner set out under section B.1.6 of this Agreement.
- (b) The Recipient will indicate, in all 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.

**A.7.2 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

## **ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS**

**A.8.1 Additional Terms And Conditions.** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

## **ARTICLE A.9 INDEMNITY**

**A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect 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 this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

**A.9.2 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

- A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

## **ARTICLE A.10 INSURANCE**

- A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
  - (b) Contractual liability coverage;
  - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 Proof Of Insurance.** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
    - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
    - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
  - (b) In the event that:
    - (i) A claim is made against the Province in relation to this Agreement, and
    - (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

## **ARTICLE A.11 TERMINATION ON NOTICE**

- A.11.1 Termination On Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.



**A.11.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) 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 owing pursuant to section A.12.2(b) of this Agreement; and
  - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

## ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

**A.12.1 Termination Where No Appropriation.** If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A.12.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment 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 A.12.2(b) of this Agreement.

**A.12.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## ARTICLE A.13 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**A.13.1 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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;

- (ii) Use or spend the Funds;
  - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, 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 or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) The Recipient ceases to operate.

**A.13.2 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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.13.3 Opportunity To Remedy.** If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

**A.13.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, 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
- (c) 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 A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

**A.13.5 When Termination Effective.** Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

## **ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT**

**A.14.1 Limited Termination Of Agreement.** Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

**A.14.2 Impact Of Limited Termination Of The Agreement.** If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

## **ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

## **ARTICLE A.16 REPAYMENT**

**A.16.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A.16.2 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.

**A.16.3 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 at the address referred to in section 18.1 of Schedule "A" of this Agreement.

**A.16.4 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this 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.

**A.16.5 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## **ARTICLE A.17 NOTICE**

**A.17.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.7 of this Agreement or as either Party later designates to the other by Notice.

**A.17.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**A.17.3 Postal Disruption.** Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## **ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A.18.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **ARTICLE A.19 SEVERABILITY OF PROVISIONS**

**A.19.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **ARTICLE A.20 WAIVER**

**A.20.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

## ARTICLE A.21 INDEPENDENT PARTIES

**A.21.1 *Parties Independent.*** The Recipient acknowledges and agrees that it 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.

## ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

**A.22.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A.22.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE A.23 GOVERNING LAW

**A.23.1 *Governing Law.*** This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## ARTICLE A.24 FURTHER ASSURANCES

**A.24.1 *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 this Agreement to their full extent.

## ARTICLE A.25 JOINT AND SEVERAL LIABILITY

**A.25.1 *Joint And Several Liability.*** Where the Recipient comprises 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 this Agreement.

## ARTICLE A.26 RIGHTS AND REMEDIES CUMULATIVE

**A.26.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## ARTICLE A.27 JOINT AUTHORSHIP

**A.27.1 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## **ARTICLE A.28 FAILURE TO COMPLY WITH OTHER AGREEMENT**

**A.28.1 Other Agreements.** If the Recipient:

- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## **ARTICLE A.29 SURVIVAL**

**A.29.1 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, 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 (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]**

## SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

### ARTICLE B.1 OPERATIONAL REQUIREMENTS

**B.1.1 Effective Date.** The Effective Date of this Agreement is: **May 4, 2021**

**B.1.2 Expiration Date.** The Expiration Date of this Agreement is: **December 31, 2022**

**B.1.3 Project Completion Date.** The Project Completion Date is: **December 31, 2021**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

**B.1.4 Submission Of Publications For Approval And Reports.** All Reports and Project-related publications under this Agreement shall be submitted to:

**Name:** Ontario Ministry of Agriculture, Food and Rural Affairs

**Address:** Rural Programs Branch  
4th Floor NW, 1 Stone Road West  
Guelph, Ontario N1G 4Y2

**Attention:** Administrative Service Representative, Agriculture and Rural Programs Unit

**Email:** RED@ontario.ca

or any other person identified by the Province in writing.

**B.1.5 Recognition Of Provincial Support:** In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province's support for the Project in the following manner: "The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs".

**B.1.6 Providing Notice.** All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
<b>Name:</b>	Ontario Ministry of Agriculture, Food and Rural Affairs	THE CORP OF THE TOWN OF PELHAM
<b>Address:</b>	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	20 Pelham Town Square Fonthill, Ontario L0S 1E4
<b>Attention:</b>	A/Director, Rural Programs Branch	Jason Marr, Director Public Works
<b>Email:</b>	RED@ontario.ca	jmarr@pelham.ca

or any other person identified by the Parties in writing through a Notice.

## ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS

### **B.2.1 Notice Of Recipient's Insolvency.** The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

### **B.2.2 Special Circumstances** The Parties recognize and acknowledge, that at the time of entering into this Agreement; due to restrictions under the Emergency Management and Civil Protection Act, R.S.O. 1990, and its regulations, put in place in response to an ongoing pandemic known as the CoVID19 pandemic; there were and continue to be limitations on the activities permitted under law (the "Limitations").

#### **B.2.2.1 Notice of Special Circumstances** Should the Limitations, defined in section B.2.2 of this Agreement, result in a delay in completing the Project or Reports; the Recipient shall immediately notify the Province in writing. The notification from the Recipient should include:

- (i) The specific reasons for the delay;
- (ii) The nature of the delay; and
- (iii) What the Recipient has done and plans to do to mitigate the delay.

#### **B.2.2.2 Response to Notice of Special Circumstances** Upon receiving a Notice of Special Circumstances (as described in section B.2.2.1 of this Agreement) from the Recipient; the Province will, acting reasonably and in a timely manner, take the following steps;

- (i) Review the notification provided by the Recipient to determine what possible action(s), if any, could be taken to advance the successful completion of the Project;
- (ii) Provide the Recipient with Notice of the Province's determination of what actions will be taken in response to the Notice of Special Circumstances provided by the Recipient, (including any actions the Recipient will be required to take to address the Special Circumstances); and
- (iii) Prepare any amendments to the Agreement which the Province determines at its sole and absolute discretion, are needed.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]**



## SCHEDULE "C" PROJECT DESCRIPTION

**C.1 PROJECT NAME**

Bikes Mean Business: Wayfinding in Pelham

**C.2 PROJECT STREAM**

Strategic Economic Infrastructure Stream

**C.3 PROJECT OBJECTIVE**

The Town of Pelham will install wayfinding signage to ensure that cyclists will be directed to local cultural and heritage venues, trails, parks and recreation, shops, restaurants, services, municipal facilities and community events.

<b>PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE</b>
Install Signage
Design Wayfinding Signage
Procure Signage

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]**

## SCHEDULE "D"

### PROJECT FINANCIAL INFORMATION

#### ARTICLE D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is thirty per cent (30.00%) of incurred paid Eligible Costs up to the Maximum Funds.  
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$15,000.00
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

#### ARTICLE D.2 COSTS

- D.2.1 Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Project Budget chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	FUNDING YEAR TOTAL
The lesser of 30.00% of Eligible Costs, up to the maximum listed below:					
2021-22	\$0.00	\$9,000.00	\$6,000.00	\$0.00	\$15,000.00
MAXIMUM PROVINCIAL FUNDS FOR THE PROJECT					\$15,000.00

**D.2.3** ***Ineligible Costs.*** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

### **ARTICLE D.3 TRAVEL AND MEAL COSTS**

**D.3.1** In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]**

## SCHEDULE “E” PAYMENTS AND REPORTS

- E.1 Claim Submission Requirements.** The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Progress Update and Claim Statement	A minimum of one claim must be submitted prior to the final claim, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date.

- E.2 Reporting Requirements.** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Final Report	The Final Report is to be completed and submitted to the Province on or before: <b>Project Completion + 4 months</b> A copy of the Final Report Template will be provided to you upon request.
2.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
**BY-LAW 4373(2021)**

**Being a by-law to authorize the Mayor and Clerk to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario, for the purposes of implementation of the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream.**

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario for the Municipal Transit Enhanced Cleaning Program;

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

- (1) THAT the Transfer Payment Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Province of Ontario be and the same is hereby approved.
- (2) 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 Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

ENACTED, SIGNED & SEALED THIS  
7<sup>th</sup> DAY OF SEPTEMBER, 2021 A.D.

---

M. JUNKIN, MAYOR

---

HOLLY WILLFORD, TOWN CLERK

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COMMUNITY, CULTURE AND RECREATION STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) Stream Project (the “**Agreement**”) is effective as of the Effective Date.

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

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation Of The Town of Pelham**

**(CRA#108078627)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment

agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the 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 Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

### **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** 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.
- 3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or



- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
  - (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Project;
  - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and 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;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be 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); and

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

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 Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL (if  
applicable)

**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 FOLLOWS]**

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

**A.1.1 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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

**A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, 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 is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *the Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“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 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including

legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (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 Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:
  - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.



**A.2.2 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, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 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 A.7.0 (Reporting, Accounting, and Review); 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.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

**A.3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

**A.3.2 Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A.4.1 Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
  - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
  - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
  - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of 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 on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds forty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of the Project, 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.

**A.4.9 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one

or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remedying).

- A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).
- A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

- A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:
- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
  - (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.
- A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.
- A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:
- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
  - (b) attests to:
    - (i) following value-for-money procurement processes for materials and sub-contracts; and
    - (ii) following its own policies and procedures.
- A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance

provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

#### **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034 :

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.



- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
  - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:
- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
  - (b) any damage to or loss or destruction of property of, any Person; or

- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

**A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

**A.10.1 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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of 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.

**A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

## **A.11.0 TERMINATION ON NOTICE**

**A.11.1 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.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) 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
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, 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 all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned 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 repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.13.0 FUNDS UPON EXPIRY**

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **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 at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.

**A.14.5 Failure to Repay.** 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.

## **A.15.0 NOTICE**

**A.15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

**A.15.2 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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

**A.15.3 Postal Disruption.** Despite paragraph A.15.2(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 provide Notice by email, personal delivery, or courier.

## **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

**A.16.1 Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

## **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **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.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:



- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **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.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision

herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

## **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A.25.1 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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

## **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1,

for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

**A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

**A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

**A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

**A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

**A.29.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

## **A.30.0 DISPUTE RESOLUTION**

**A.30.1 Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

**A.30.2 Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

#### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
    - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
    - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
    - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
    - (iv) any other Reports requested by the Province in the format specified.
  - (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
    - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
      - a. the Recipient is in compliance with all Environmental Laws, including

- the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
- b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
  - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
- (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

## SCHEDULE “B” SPECIFIC INFORMATION

### B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **March 31, 2028**.

### B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

### B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p><b>Email:</b> ICIPculture@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Director, Corporate Services</p> <p><b>Address:</b> 20 Pelham Town Square, Fonthill, Ontario L0S1E0</p> <p><b>Email:</b> tquinlin@pelham.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**

## **SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS**

### **C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Project, Rehabilitate Marlene Stewart Streit Park, will:

The project will rehabilitate Marlene Stewart Streit Park.

Project activities include: accessibility improvements to the pool, playground and adjoining areas; renovations and upgrades to electrical systems, pool house roof; the construction of a pavilion; the replacement of a 45+ year old outdoor pool.

The project will improve accessibility to the Town of Pelham's only park with a pool and skate park and improve asset safety.

All of Pelham's 17,100 residents will have access to the improved pool and skate park recreation area. This well-used park serves families, youth and adults. Recreation and community events will have better access for persons of all abilities and improved facilities. This is the only pool available to residents for swimming lessons and recreation swimming activities.

### **C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means **\$3,193,750.00** rounded to two decimal places.

**C.2.2 Ontario's Maximum Contribution.** Ontario's Maximum Contribution means **\$1,064,476.88**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada's Maximum Contribution.** Canada's Maximum Contribution means **\$1,277,500.00**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means **33.33%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support means **40.00%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

### **C.3.0 TIMELINES**

**C.3.1 Federal Approval Date.** Federal approval date means **March 18, 2021**.



#### **C.4.0 PROJECT STANDARDS**

**C.4.1 Canada's Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

#### **[SCHEDULE "D" – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
  - (i) submit to the Province, up and until the Final Payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), Progress Reports in each calendar year on or before:
    - a. For 2021: September 1**
    - b. For 2022: March 1, September 1**
    - c. For 2023: March 1, September 1**
    - d. For 2024: March 1, September 1**
    - e. For 2025: March 1, September 1**
    - f. For 2026: March 1, September 1**
  - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
    - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
    - b. the construction start date and the construction end date (forecasted and actual where applicable);
    - c. the percentage of the Project that has been completed;
    - d. risks and mitigation strategies;
    - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
    - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by

the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
- (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
  - (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
  - (iv) a summary of any Communications Activities made for the Project; and,
  - (v) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

### **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

### **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

**SCHEDULE “E”**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after March 31, 2027;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**



## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the 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 Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

**G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

**G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

**G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

**G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

**G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

**“Aboriginal Community”**, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

**“Aboriginal Consultation Plan”** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**



**SCHEDULE “J”  
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

#### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of the Project’s Substantial Completion, or on or before March 31, 2027, whichever is earlier.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:
- (a) 60 Business Days following the Substantial Completion of the project; or,
  - (b) March 31, 2027
- whichever is earlier.

## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** For the Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

**J.7.1 Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

## **J.8.0 FINAL PAYMENT**

**J.8.1 Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;  
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

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

BY-LAW NO. 4374(2021)

**Being a by-law to authorize the execution of an Encroachment Agreement for the lands located at 1471 Pelham Street.**

**McGill Turpel Family Holdings**  
**File No. D16-01-21**

---

**WHEREAS** it is deemed desirable to enter into an Encroachment Agreement as described in Schedule 'A' of the Encroachment Agreement which is attached hereto and forms part of this by-law;

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

1.       **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Encroachment Agreement annexed to this by-law hereto attached as Schedule 'A' in order to effect the Encroachment Agreement with McGill Turpel Family Holdings for the lands described in Schedule 'A' of the Encroachment Agreement.
  
2.       **THAT** in the event that minor modifications to the Encroachment Agreement are necessary to effect the intent herein, the Clerk of the Town of Pelham is hereby authorized to complete same in consultation with the Town Solicitor.

ENACTED, SIGNED AND SEALED THIS  
7<sup>th</sup> DAY OF SEPTEMBER, 2021.

---

MAYOR MARVIN JUNKIN

---

TOWN CLERK HOLLY WILLFORD

## ENCROACHMENT AGREEMENT

THIS AGREEMENT made this 16<sup>th</sup> day of August, 2021.

BETWEEN:

MCGILL TURPEL FAMILY HOLDING CORPORATION  
Hereinafter referred to as the "Owners"

- AND -

THE CORPORATION OF THE TOWN OF PELHAM  
Hereinafter referred to as the "Town"

**WHEREAS** the Owners are the owners of lands more particularly described in Schedule "A", which are municipally known as 1471 Pelham Street;

**AND WHEREAS** it has been determined that a portion of a building situated on the Owners' lands encroaches upon a public highway known as Pelham Street, which said encroachment is more particularly shown on Schedule "B";

**AND WHEREAS** the Owners have requested and the Town has agreed to permit the Encroachment to continue upon the terms and conditions contained herein;

**AND WHEREAS** the Town is authorized to allow any person owning or occupying any building or other erection that by inadvertence has been wholly or partially erected upon any highway to maintain and use such erection thereon.

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Owners shall be permitted to maintain the Encroachment in its current location as shown on Schedule "B" provided that they comply with the terms and conditions of this agreement.
2. This agreement shall come into effect on the date that it is signed by the parties and shall continue until it is amended or terminated in accordance with the provisions herein.
3. The Owners shall, at their expense, be responsible for the maintenance and repair of the Encroachment throughout the term of this agreement. Notwithstanding the foregoing, the Owners shall not make or permit any additions, expansions or extensions to the Encroachment, nor shall the Owners excavate, fill, drill, install or erect any other buildings or structures of any kind in or upon Pelham Street and/or the municipal road allowance, without the express prior written consent of the Town.



4. The Owners covenant and agree to maintain and repair the Encroachment in a good and safe condition to the complete satisfaction of the Town, acting reasonably, and to maintain and repair the Encroachment and any area immediately adjacent to or surrounding the Encroachment if the condition of said area is impacted, affected or changed by the presence and/or condition of the Encroachment (“the surrounding area”), in a good and safe condition to the complete satisfaction of the Town, acting reasonably.
5. If the Owners fail to maintain and repair the Encroachment and/or the surrounding area in a good and safe condition as set out herein, the Town shall provide the Owners with notice of the nature of the default, the steps required to correct it and the time in which the default must be remedied, which time shall not be less than forty-eight (48) hours.
6. If the Owners fail to remedy the default within the prescribed time, the Town may, at its option, undertake any work necessary to remedy the default at the expense of Owners.
7. The Owners shall, at their expense and at all times throughout the term of this agreement, provide and keep in full force and effect a personal and premises liability policy covering public liability and property damage insurance in respect of the Encroachment naming the Town as an additional insured. Such insurance shall be in an amount of not less than \$5,000,000.00, shall be in a form satisfactory to the Town and shall provide coverage for any injury, including death, or damage to any person or property arising directly or indirectly out of the use and location of the Encroachment. The Owners shall require as a condition of the insurance policy that the insurer give thirty (30) days’ prior written notice to the Town of any change or cancellation of any policy.
8. The Owners shall, upon execution of this agreement, furnish to the Town proof, in a form satisfactory to the Town, of the insurance policy covering the above risks. The Owners shall also provide the Town with proof, satisfactory to the Town, of all renewals of the policy.
9. If the Owners fail to insure as provided for in this agreement or should the policy or policies of insurance be terminated, revoked or otherwise expire, the Town may, at its option, proceed to obtain the required insurance at the cost of the Owners without prejudice to any other rights and resources of the Town and such cost shall be due immediately and the Town shall be permitted to recover same from the Owners by action or in like manner and with the same remedy as municipal taxes.
10. It is hereby declared and agreed that nothing herein contained shall be construed as granting to the Owners anything more than permission to maintain the Encroachment in its present location until such time as this permission is terminated and, without restricting the generality of the foregoing, the Owners shall not acquire any right-of-way, easement or any possessory rights over Pelham Street.

11. Upon the occurrence of any of the following events:
  - a) the Owners breach any covenant or fail to perform any of their obligations pursuant to this agreement, fail to correct the default after being provided with written notice by the Town of the nature of the default, the steps required to correct it and the time in which the default must be remedied, which time shall not be less than fifteen (15) days from the date of the notice; and/or
  - b) any insurance policy or policies required under this agreement are cancelled or not renewed,

the Town, at its option, may immediately terminate this agreement.
12. The Owners acknowledge and agree that this agreement and the permission granted to them by the Town for the Encroachment shall immediately terminate upon the earlier of:
  - a) the Town electing to terminate this agreement in accordance with paragraph 11;
  - b) the Encroachment being destroyed or demolished in total or in part or otherwise removed from its present location; or
  - c) the Encroachment becoming structurally unsound and unsafe and thus a risk to public safety as so determined by the Town.
13. Upon any termination of this agreement the Owners shall arrange for the orderly demolition or removal of the Encroachment, if still in existence, within one (1) month of the termination of this agreement, failing which the Town shall be permitted to demolish or otherwise remove the Encroachment at the Owners' expense. The cost of any such demolition or removal shall be due immediately and the Town shall be permitted to recover same from the Owners by action or in like manner and with the same remedies as municipal taxes.
14. The Owners hereby indemnify and save harmless the Town from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or any costs whatsoever which may arise either directly or indirectly by reason of an act, neglect or refusal of the Owners, their agents, invitees or licensees with respect to any provision of this agreement or due to any matter arising directly or indirectly out of the use and location of the Encroachment.
15. Any notice, demand, acceptance or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given in personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:

Town Clerk  
Town of Pelham  
20 Pelham Town Square, Box 400  
Fonthill ON LOS 1E0

To the Owners at:

McGill Turpel Family Holding Corporation  
1471 Pelham Street  
Fonthill ON LOS 1E4

With a copy to:

The Fonthill Inn  
8 Beechwood Crescent  
Fonthill ON LOS 1E7

or any other such address that the parties may from time to time give notice of same in writing pursuant to this paragraph and every such notice shall be deemed to have been given upon the day it was so delivered or on the third day after the date upon which it is mailed by registered mail.

16. The Owners hereby consent to the registration of this agreement against the title to the lands described in "Schedule A". The Owners hereby consent to pay the legal fees and disbursements incurred by the Town in association with registering this agreement on title and any future amendments thereto.
17. This agreement constitutes the entire agreement between the parties pertaining to its subject matter and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter of this agreement. Any amendments to this agreement shall be in writing, signed by both parties, and appended to this agreement.
18. The parties agree that they shall and will, upon reasonable request of the other party, make, do, execute, cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the further and more perfect and absolute perfection of the terms, conditions and covenants of this agreement.
19. If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause, or provision shall not be affected, and such invalid term, clause, or provision shall be deleted from this agreement.

20. Any condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Owners of any covenant or condition contained herein does not operate as a waiver of the Town's rights hereunder in respect of subsequent default, breaches or non-observances and does not defeat or affect in any way the rights of the Town herein in respect of any subsequent defaults, breaches or non-observances.
21. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
22. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and transferees and upon those persons or corporations hereafter acquiring title to or an interest in all or any part of the lands described in Schedule "A".

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested to by the hands of their duly authorized officers.

SIGNED, SEALED & DELIVERED this ..... day of ....., 2021.

**THE CORPORATION OF THE TOWN OF PELHAM**

Per: \_\_\_\_\_  
Marvin Junkin  
Mayor

Per: \_\_\_\_\_  
Holly Wilford  
Clerk

We have authority to bind the Corporation.

**MCGILL TURPEL FAMILY HOLDING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

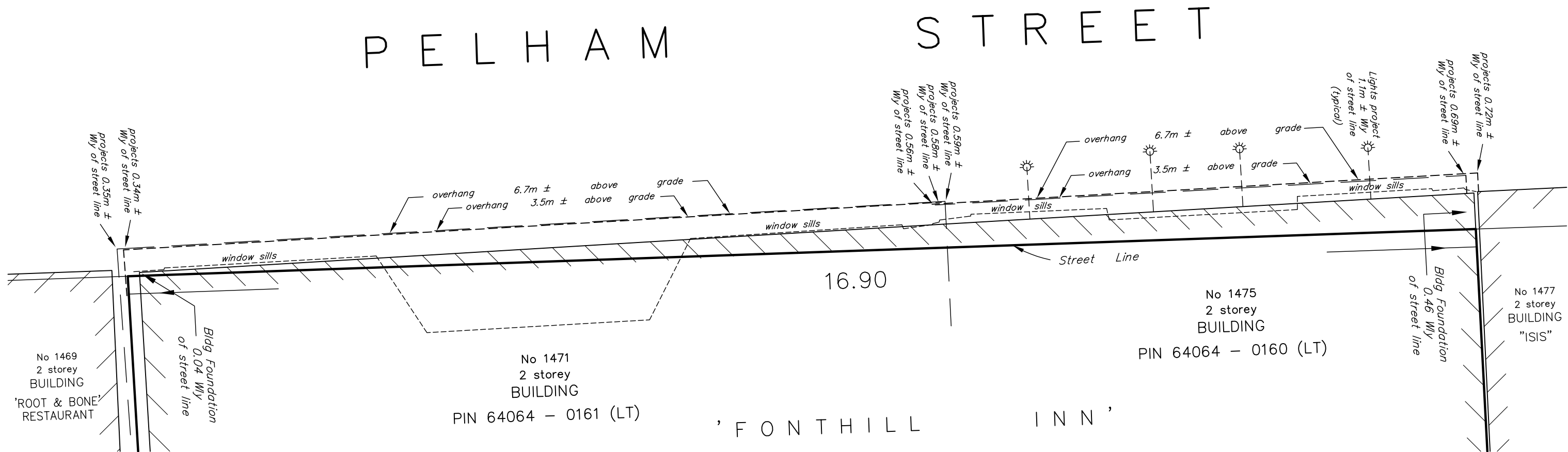
SCHEDULE “A”

Plan 717, PT LOT 33,  
as in RO269894,  
PIN: 64064-0161  
Town of Pelham  
Regional Municipality of Niagara

Plan 717, PT LOT 33  
As in RO452080  
PIN: 64064-0160  
Town of Pelham  
Regional Municipality of Niagara

## SCHEDULE “B”

1471 Pelham Street Encroachment Survey



SKETCH SHOWING  
1471 & 1475 PELHAM STREET  
TOWN OF PELHAM

SCALE 1 : 50

1  
0.5  
0  
1 meters

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METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

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

BY-LAW NO. 4378(2021)

**Being a by-law to amend Zoning By-law 1136 (1987), as amended by By-law 4133 (2019), for lands located at the northwest corner of Port Robinson Road and Lametti Drive, legally described as Part of Thorold Township, Lot 166; Part 2 of Plan 59R-13156 and Part 2 of Plan 59R-15596, Town of Pelham, Regional Municipality of Niagara, to add a site specific regulation to the Residential Multiple 1 (RM1-295) zone.**

**Quartek Group Inc.**

**File No. AM-02-21**

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**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** Section 30 of Zoning By-law 1136 (1987) as amended, is hereby amended by adding the following to the RM1-295 zone:
  - c) Minimum Lot Area      210 m<sup>2</sup> (2260.42 ft<sup>2</sup>) per dwelling unit
2. **THAT** this Bylaw 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 7<sup>th</sup> DAY OF SEPTEMBER, 2021 A.D.

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MAYOR MARVIN JUNKIN

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CLERK HOLLY WILLFORD



THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
**BY-LAW #4379(2021)**

**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:**

- i.   Up to \$40,000 for the Modernization Grant Phase 2 for the Town of Pelham Web-Based Services Review**

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 initiative 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 Agreement between the Town of Pelham and the Minister of Municipal Affairs and Housing relating to the Modernization Grant Phase 2 for the Town of Pelham Web-Based Services Review;
- (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 7th DAY OF SEPTEMBER, 2021  
A.D.

---

MARVIN JUNKIN, MAYOR

---

HOLLY WILLFORD, TOWN CLERK

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
**BY-LAW #4380(2021)**

**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:**

- i.   Up to \$143,505 for the Modernization Grant Phase 2 for the Town of Pelham Corporate Services Function Review**

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 initiative 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 Agreement between the Town of Pelham and the Minister of Municipal Affairs and Housing relating to the Modernization Grant Phase 2 for the Town of Pelham Corporate Services Function Review;
- (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 7th DAY OF SEPTEMBER, 2021  
A.D.

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MARVIN JUNKIN, MAYOR

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HOLLY WILLFORD, TOWN CLERK

THE CORPORATION OF THE  
T O W N O F P E L H A M  
**BY-LAW #4381(2021)**

**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:**

- i. Up to \$60,000 for the Modernization Grant Phase 2 for  
the Town of Pelham and Town of Lincoln Joint Public  
Library Merger Review**

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 initiative 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 Agreement between the Town of Pelham and the Minister of Municipal Affairs and Housing relating to the Modernization Grant Phase 2 for the Town of Pelham and Town of Lincoln Joint Public Library Merger Review;
- (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 7th DAY OF SEPTEMBER, 2021  
A.D.

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MARVIN JUNKIN, MAYOR

---

HOLLY WILLFORD, TOWN CLERK

THE CORPORATION OF THE  
T O W N O F P E L H A M  
**BY-LAW #4382(2021)**

**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:**

- i. Up to \$60,000 for the Modernization Grant Phase 2 for  
the Town of Pelham Digitizing Human Resources  
Performance Management System Review**

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 initiative 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 Agreement between the Town of Pelham and the Minister of Municipal Affairs and Housing relating to the Modernization Grant Phase 2 for the Town of Pelham Digitizing Human Resources Performance Management System Review;
- (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 7th DAY OF SEPTEMBER, 2021  
A.D.

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MARVIN JUNKIN, MAYOR

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HOLLY WILLFORD, TOWN CLERK

THE CORPORATION OF THE  
T O W N O F P E L H A M  
BY-LAW #4384(2021)

**Being a by-law to adopt, ratify and confirm the actions of  
the Council at its regular meeting held on the 07<sup>th</sup> day of  
September 2021.**

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 07<sup>th</sup> day of September, 2021, 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 07<sup>th</sup> DAY OF SEPTEMBER 2021 A.D.

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MAYOR MARVIN JUNKIN

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TOWN CLERK HOLLY WILLFORD