

REGULAR COUNCIL AGENDA

C-01/2022 - Regular Council

Monday, January 10, 2022

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 and subsequent publication to the Town's website at www.pelham.ca.

Pages

1. Call to Order and Declaration of Quorum

1.1. Land Recognition Statement

We begin this meeting by acknowledging the land on which we gather is the traditional territory of the Haudenosaunee and Anishinaabe peoples, many of whom continue to live and work here today. This territory is covered by the Upper Canada Treaties and is within the land protected by the Dish With One Spoon Wampum agreement. Today this gathering place is home to many First Nations, Metis, and Inuit peoples and acknowledging reminds us that our great standard of living is directly related to the resources and friendship of Indigenous people.

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
D. Cribbs, Chief Administrative Officer
 - 4.2. Delegations
 - 4.2.1. Niagara Region - Vision Zero Intermunicipal Agreement 6 - 23
Carolyn Ryall, Director of Transportation Services
Beth Brens, Associate Director Reporting & Analysis
 - 4.3. Report of Regional Councillor
5. Adoption of Minutes
 - 5.1. RC-21/2021 - Regular Council - December 20, 2021 24 - 44
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7. Request(s) to Lift Consent Agenda Item(s) for Separate Consideration
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 - 8.1. Presentation of Recommendations Arising from COW or P&P, for Council Approval 45 - 45
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 - 8.2. Minutes Approval - Committee 46 - 53
1. PCOW-07/2021 - December 13, 2021 - Public Meeting Under the Planning Act

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9.	Items for Separate Consideration, if Any	
10.	Presentation & Consideration of Reports	
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- 11. Unfinished Business**
- 12. New Business**
- 13. Presentation and Consideration of By-Laws** 246 - 360
1. By-law 4352(2022) - Being a by-law to Repeal and Replace By-law #4221 (2020) as amended being a By-law to establish an Administrative Monetary Penalty System for Non-Parking Related Offences and to amend By-Law's in section 24 through 38 inclusive
 2. By-law 4353(2022) - Being a by-law to Repeal and Replace By-law #4319(2021) as amended being a By-law to establish an Administrative Municipal Penalty System (AMPS) in respect to the enforcement of traffic, parking, standing or stopping of vehicles.
 3. By-law 4411(2022) - Being a by-law to amend By-law No. 3728(2016) to establish 2022 Fees and Charges to be collected by the Corporation of the Town of Pelham, and to Repeal By-law No. 4299(2020), as amended.
 4. By-law 4412(2022) - Being a by-law to provide for an interim tax levy for the year 2022.
 5. By-law 4413(2022) - Being a By-Law to Authorize the Mayor and Clerk to enter into an Intermunicipal Amending Agreement with the Regional Municipality of Niagara and Local Area Municipalities with respect to the Vision Zero Program.
 6. By-law 4414(2022) - Being a by-law to authorize the Mayor and Clerk to enter into a Venue Use Agreement with the 2021 Canada Games Host Society INC with respect to the 2022 Canada Games; And to authorize the use of such roadways and lands as a Venue for the 2022 Canada Games.
- 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 361 - 361
- 20. Adjournment

Name: Niagara Region Transportation Services, Carolyn Ryall, Director Transportation Services & Beth Brens, Associate Director Reporting & Analysis	
Address: 1815 Sir Isaac Brock Way, Thorold, ON	
Postal Code: L2V 4T7	Telephone #: 905-980-6000
Email Address: carolyn.ryall@niagararegion.ca / beth.brens@niagararegion.ca	
The Council Chambers Is equipped with a laptop and projector. Please Check your audio/visual needs: <input type="checkbox"/> Laptop <input type="checkbox"/> Speaker <input type="checkbox"/> Internet Connection	
<p>PLEASE INDICATE THE DATE OF THE COUNCIL MEETING YOU WISH TO ATTEND AS A DELEGATION: Regular Council: 1st and 3rd Monday of the month; 5:30 p.m. (except summer schedule)</p> <p>DATE: <u>January 10, 2022</u></p>	
<p>Please identify the desired action of Council that you are seeking on this issue: Approval</p> <hr/> <hr/> <hr/> <hr/>	
<p>I have never spoken on this issue before. Key points of my deputation are as follows: (Presentation must accompany the request)</p> <hr/> <hr/> <hr/> <hr/>	
<p>In accordance with the Procedure By-law, Requests to Appear before Council with respect to a matter already on Council's Agenda shall submit a written request to the Clerk no later than 12:00 noon, eight business days prior to the meeting of Council. Delegation requests to address Council on matters not already on the Agenda of Council must be submitted at least fourteen (14) days before the date and time of the Meeting of Council. Delegations shall only be heard at regular Meetings of Council, unless specifically invited by Council to a Meeting of a Committee of Council.</p>	
<p>All requests must include a copy of the presentation materials as detailed in the deputation protocol. Failure to provide the required information on time will result in a deferral or denial. Delegations are limited to ten (10) minutes.</p>	
<p>I have read and understand the deputation protocol included with this form; and, that the information contained on this form, including any attachments, will become public documents and listed on Town Meeting Agendas and on the Town's website. I also understand that as a participant of this meeting, I will be recorded and further understand that this recording will be posted to the Town of Pelham's YouTube Channel.</p> <p>I also understand that presentation materials must be submitted with this deputation form. Electronic presentations must be e-mailed to hwillford@pelham.ca in accordance with the deadlines outlined above.</p>	
Signature Judy MacPherson	Date November 9, 2021

Judy MacPherson

Digitally signed by Judy MacPherson
Date: 2021.11.09 11:16:20 -05'00'

DEPUTATION PROTOCOLS:

The Town of Pelham is an Open, Welcoming and Inviting Community, committed to supporting the strategic theme of ensuring that we are an engaged Community. To assist in achieving this goal, a Deputation Protocol has been developed to allow residents to make their views known to Council, based on the requirements of the Town of Pelham Procedural By-law. The views of interested citizens are valued and input is welcome, along with comments and constructive suggestions. Council must consider a large number of issues and concerns at any given time, thus the following protocol is observed:

Before:

- ✓ Please provide Clerk with a final and complete copy of your presentation to be included on the agenda for the meeting. MS PowerPoint is preferred. Failure to provide the final presentation will result in the deferral of your delegation.
- ✓ Presentations will be livestreamed. Therefore any PowerPoint presentation should move forward with your speaking points for the ease of the online public audience.
- ✓ Please arrive at the meeting by 5:15 p.m.

During:

- ✓ When called upon, please proceed immediately to the podium.
- ✓ Please keep your presentation brief and to the point. The maximum allowable time is 10 minutes.
- ✓ Please, only discuss the matters indicated on your submission and present in a respectful, temperate manner.
- ✓ If appearing as a group, please designate a spokesperson.
- ✓ Rules of decorum apply during your delegation in accordance with the Procedural By-law.

After:

- ✓ Upon completion of your presentation, please remain in position to allow for questions from Council members.

In Addition:

- ✓ Thank you for participating in this public meeting process.
- ✓ Your submission will form part of the public record on this matter.
- ✓ Deputation will not be permitted on items that are or have been subject of a Public Meeting under the Planning Act. Persons should present such concerns and opinions at the scheduled public meeting.

This form may contain personal information as defined under the Municipal Freedom of Information and Protection of Privacy Act. This information is collected under the legal authority of the Municipal Act, S.O. 2001 c.25, as amended and may be publicly released. Questions should be directed to the Clerk, 905.892.2607, ext. 315.

Vision Zero Road Safety Update

Carolyn Ryall, Director, Transportation Services Division

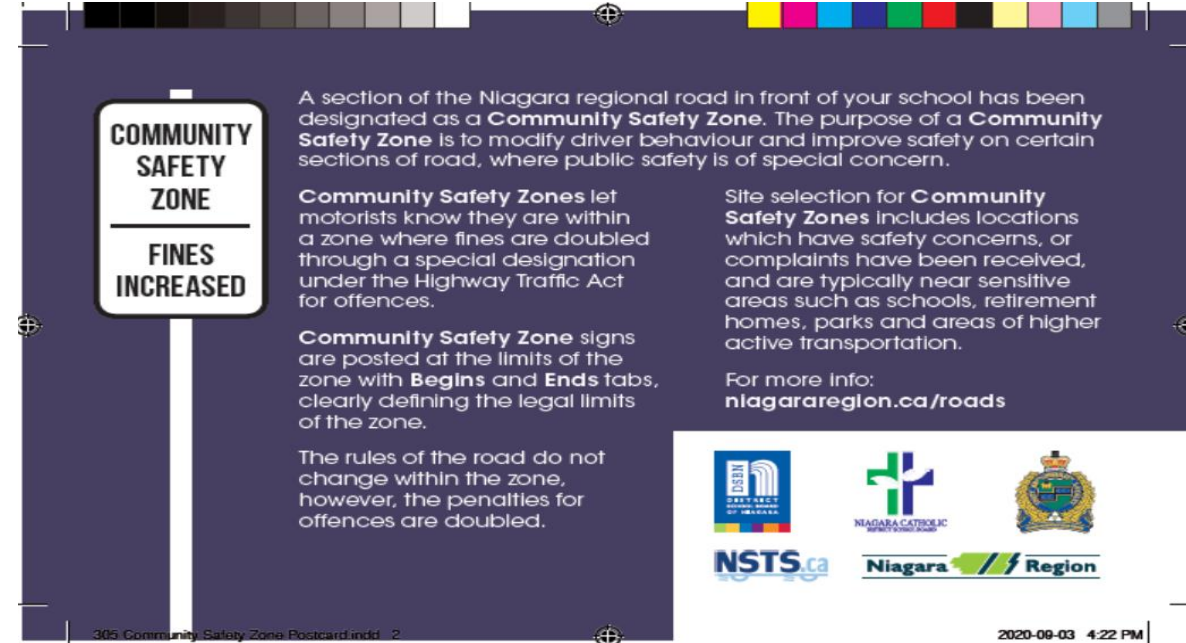
Beth Brens, Acting Associate Director, Financial Reporting and Analysis

Agenda

- Vision Zero Road Safety Program Overview
- Courts Inter-municipal Agreement (IMA)
 - Vision Zero Terms
 - Financial Overview
- Next Steps for Launch

Vision Zero Road Safety Program Overview

Community Safety Zones (CSZs)



- To modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors
- Implemented at thirteen (13) locations in Niagara Region since September 2019, under Bill 26 - An Act to promote public safety

Automated Speed Enforcement (ASE)

- ASE Launched in December 2019 by the Province
- Four (4) ASE units will be rotated among the thirteen (13) Approved Community Safety Zones
- Revenues collected under any Municipal ASE program are to be used to support local public safety and educational initiatives



Benefits of ASE:

- Increase safety
- Reduce speed
- Positive change in driver behaviour
- Free up police resources
- Increase driver awareness



ASE in Ontario Municipalities

Currently

Municipality	Cameras	Charge Volumes
Toronto	50	280,000
Ottawa	8	90,000
Durham	4	50,000
Brampton	50	30,000
Peel	1	5,000
Hamilton	2	21,000
York	1	15,000
Mississauga	2	15,000
Waterloo	1	5,000
Pickering	2	5,000
London	2	6,000
Total	123	522,000

In process

Municipality	Cameras ordered
Mississauga	15
Ottawa	20
Oakville	14
Hamilton	8

Red Light Camera (RLCs)

- Introduced in the Province in 2000, since then the cameras are proven to reduce right angle collisions by 25%
- The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users
- Ten (10) RLCs will be implemented across Niagara Region



Other Vision Zero Initiatives

- Extension of Program:
 - Strategically expanding automated enforcement (ASE & RLC)
 - Intersection Improvements
 - Geometrics/Roads
 - Signage and Pavement Markings
 - Mid-block Crossings (PXOs)
 - Street Lighting
 - Complete Street
 - Traffic Calming
 - Public outreach/education platforms



Proposed Revisions to the Niagara Region Courts Inter-Municipal Agreement (IMA)

Why We are Here Today

- Seeking unanimous support from all 12 LAM Councils for changes to the Niagara Region Courts Inter-Municipal Agreement to:
 - Recognize the Vision Zero Road Safety Initiative
 - To include that the Region will lead the implementation, operation, oversight and ensure legislative compliance of the Vision Zero Initiative as a traffic safety initiative in the Region
 - Allow for funds, net of court program costs, related to the Vision Zero Initiative to cover the upfront and annual investment by the Region for the implementation, operation, oversight, legislative compliance
 - Any revenue above this to be split 50/50 among the Region & LAMs targeting road safety initiatives

Why We are Here Today Cont'd

- Current agreement does not identify Vision Zero
- Current agreement does not contemplate the Province's guidelines for Automated Enforcement
- Risk of Implementation assumed by Region
- Opportunities Underway by Region

Financial Overview

- Total Cost of the Program
- Impact on the Tax Levy
- Risks/Opportunities

Financial Costs – 2020 Operating Business Case

Based on First Full Year of Operation

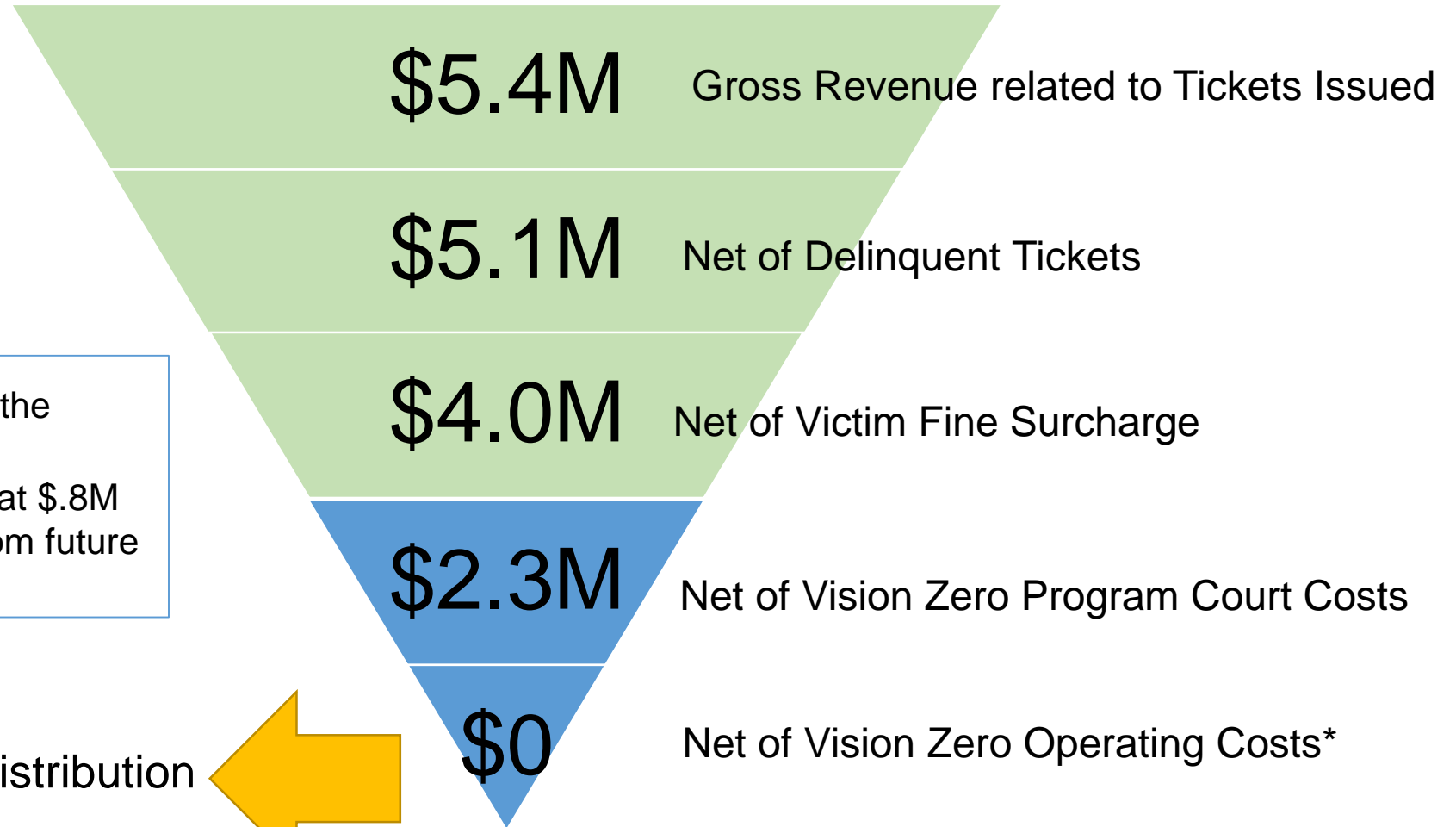
<i>in millions</i>	Estimated Revenue (Expense)
Revenue	5.40
Less: Delinquent Fines	(0.30)
Less: VFS	(1.10)
VZ Revenue	4.00
Less: Courts VZ Program Costs	(1.70)
Net Revenue after Courts VZ Program Costs	2.30
Less: Regional VZ Costs*	(2.30)
Net Revenue	-

*Includes Transportation & Business Licensing

Assumptions	Red Light Cameras	Automated Speed Enforcement	Total
# of Cameras	10	4	14
# of Charges annually to breakeven	5,000	27,507	32,507

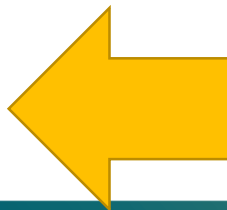
Total Costs estimated to be \$4M in the First Full Year of Operations

First Full Year – Operating Breakeven of 32,500 Tickets Issued



*in addition to operating costs the Region estimates Vision Zero implementation (capital) costs at \$.8M which will need to be repaid from future years VZ revenue

No funds remaining for distribution



Risks & Opportunities

- Risks

- Unknowns around number of tickets that will be issued, challenged and/or not paid (requiring collection efforts)
- Court trial time capacity
- If less ticket revenue collected than expenditures incurred
 - Regional funding to be used to offset in year and repaid from future years VZ net revenue prior to future years VZ revenue distribution
 - No impact to LAM non-VZ revenue distribution

- Opportunities

- Improves Road Safety
- Regional staff will phase court services staffing levels based on ticket volume experience
- If more ticket revenue collected than expenditures incurred
 - Net VZ revenue will be distributed based on assessment - 50% to Region/50% to LAMs

Next Steps

- LAM Council Approvals for revisions to Amending IMA
 - December 2021 – January 2022
- Regional Council update on finalized amending IMA (pending approval by all LAMS) – February 2022
- Regional Council update on execution of vendor agreements (pending approval and execution of amending IMA by all LAMS) – February / March 2022
- Go Live – Q2 2022

Questions?

REGULAR COUNCIL MINUTES

Meeting #: C-21/2021 - Regular Council
Date: Monday, December 20, 2021
Time: 5:30 PM
Location: Town of Pelham Municipal Office - Council
Chambers
20 Pelham Town Square, Fonthill

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

Staff Present: David Cribbs
Bob Lymburner
Jason Marr
Teresa Quinlin-Murphy
Vickie vanRavenswaay, Director of Recreation,
Culture and Wellness
Barbara Wiens
Holly Willford
Sarah Leach
Ryan Cook
Derek Young
John Raso

1. Call to Order and Declaration of Quorum

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

1.1 Land Recognition Statement

The Mayor read the land recognition statement into the record.

2. Approval of Agenda

Moved By Councillor Bob Hildebrandt
Seconded By Councillor Marianne Stewart

BE IT RESOLVED THAT the agenda for the December 20th, 2021 Regular meeting of Council be adopted.

Amendment: Moved By Councillor Bob Hildebrandt
Seconded By Councillor Wayne Olson

THAT the agenda be amended to :

- **Move items 4.2, and 4.3, inclusive, being Delegations and the Report of Regional Councillor before item 4.1, Presentations;**
- **Move items 10.2.1 and 10.2.3 after item 5, adoption of Minutes; and**
- **Move item 10.1, Report from Councillor Hildebrandt re: Cannabis Control Committee Update after item 13, Presentation and Consideration of By-Laws.**

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

Amendment: Moved By Councillor Wayne Olson
Seconded By Councillor Bob Hildebrandt

THAT the agenda be amended to add an additional delegation from Ms. Joyce Sonneveld, regarding drainage issues at Webber Road and Far Road.

	For	Against
Mayor Marvin Junkin	X	
Councillor Lisa Haun	X	
Councillor Bob Hildebrandt	X	
Councillor Ron Kore	X	
Councillor Wayne Olson	X	
Councillor Marianne Stewart	X	

Councillor John Wink	X	
Results	7	0
Carried (7 to 0)		

Motion as Amended: Moved By Councillor Wayne Olson
Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT the agenda for the December 20th, 2021 Regular meeting of Council be adopted, as amended.

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

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 Delegations

Council unanimously agreed to permit Ms. Sonneveld to present prior to Mr. Adamson. Mr. Adamson further agreed to present after Ms. Sonneveld.

4.1.1 Residents Webber Road Drainage and Present Petition

Mr. Ruberto and Mr. Biagi stated they have various concerns with respect to the drainage on their property and in the surrounding area. They indicated they would like to work with the Town and the Region to resolve the drainage issues in their area. Council asked staff various questions with respect to the lands in question.

Moved By Councillor Wayne Olson
Seconded By Councillor Ron Kore

BE IT RESOLVED THAT Council receive correspondence and presentation from Tony Ruberto and Peter Biagi regarding Webber Road Drainage, for information;

AND THAT the petition submitted by residents of Webber Road, Farr Street, River Road and Victoria Avenue requesting the clearance of ditches and waterways toward the Welland River be received for information.

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

4.1.2 Joyce Sonneveld - Drainage Issues

Ms. Joyce Sonneveld stated she has various concerns with respect to the drainage and flooding on her farm property and surrounding area. She suggested a municipal drain would be helpful in the area and asked Council to direct staff to petition for a municipal drain. Council asked Ms. Sonneveld and staff various questions with respect to the lands in question.

Moved By Councillor John Wink
Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED That Council receive the delegation from Ms. Joyce Sonneveld, regarding drainage issues at Webber Road and Far Road, for information.

	For	Against
Mayor Marvin Junkin	X	
Councillor Lisa Haun	X	
Councillor Bob Hildebrandt	X	
Councillor Ron Kore	X	
Councillor Wayne Olson	X	
Councillor Marianne Stewart	X	

Councillor John Wink	X	
Results	7	0
		Carried (7 to 0)

4.1.3 Frank Adamson - Arches Replacement Update

Mr. Frank Adamson and James Frederico presented Council an update with respect to the Pelham Arches Replacement project. Mr. Adamson requested the Town contribute \$30,000 towards the project and stated he supports the Town applying for grant funding towards this project.

Moved By Councillor John Wink
Seconded By Councillor Ron Kore

BE IT RESOLVED that Council receive the delegation presentation from Frank Adamson, Vice Chair of the Summerfest Advisory Committee regarding the Pelham Arches, for information;

AND THAT Council support, endorse and approve the revised Pelham Arch design, being 3 arches instead of 4 arches;

AND THAT Council support and approve the requested \$30,000 bridge loan to be repaid by December 31, 2022 to the Pelham Summerfest Committee, to be used for the construction of the said Pelham Arches;

AND THAT the 2022 Operating Budget be amended to include a \$30,000 municipal bridge loan expenditure to the benefit of the Pelham Summerfest Advisory Committee for the Pelham Arches project and a \$30,000 provincial grant revenue from the My Main Street Grant;

AND THAT Council direct staff to apply for the My Main Street Grant for reimbursement of the \$30,000 bridge loan;

AND THAT Council waive all building permit fees for the said project;

AND THAT Council approve the construction of the said Pelham Arches, subject to the approval of the Director of Public Works, Director of Community Planning and Development, and Fire Chief, upon receipt of satisfactory drawings and plans, as request.

	For	Against
Mayor Marvin Junkin	X	
Councillor Lisa Haun	X	
Councillor Bob Hildebrandt	X	
Councillor Ron Kore	X	

Councillor Wayne Olson	X	
Councillor Marianne Stewart		X
Councillor John Wink	X	
Results	6	1
		Carried (6 to 1)

4.2 Report of Regional Councillor

Regional Councillor Huson provided Council an update presentation with respect to the Regional budget, transit, climate change action plan and the Regional Youth Advisory Committee. A copy of the presentation is on file with the Clerk. Regional Councillor Huson answered questions of Council.

Moved By Councillor Lisa Haun

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT the December 20, 2021 report submitted by Regional Councillor Huson, be received for information.

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

4.3 Presentations

4.3.1 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.

Moved By Councillor Lisa Haun

Seconded By Councillor Ron Kore

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

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

4.3.2 COVID-19 Pandemic Update – CAO

Mr. Cribbs, CAO, provided Council an up-date with respect to COVID-19 updates affecting the Town and Town facilities. He stated January 3, 2022 QR Codes will be required to access Town facilities. Mr. Cribbs further stated tomorrow the Town of Pelham will issue a statement to staff, requesting all staff to work from home if and when possible. He further advised SLT and EOC will discuss if Town facilities will remain open or be closed to the public.

Moved By Councillor John Wink

Seconded By Councillor Bob Hildebrandt

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

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

4.3.3 Asset Management Plan

The Treasurer, Director of Public Works, Manager of Engineering and the Asset Management and GIS Analyst provided Council an overview presentations and demonstration with respect to the Asset Management Plan. A copy of the presentation is on file with the Clerk.

Moved By Councillor Marianne Stewart

Seconded By Councillor Lisa Haun

BE IT RESOLVED THAT Council receive the Asset Management Plan presentation from Teresa Quinlin-Murphy, Treasurer, Jason Marr, Director of Public Works, Derek Young, Manager of Engineering and John Raso, Asset Management and GIS Analyst, for information.

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

5. Adoption of Minutes

Moved By Councillor Ron Kore

Seconded By Councillor Marianne Stewart

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

1. SC-18/2021 - Special Council - December 6, 2021

2. C-20/2021 - Regular Council - December 6, 2021

	For	Against
Mayor Marvin Junkin	X	
Councillor Lisa Haun	X	
Councillor Bob Hildebrandt	X	
Councillor Ron Kore	X	
Councillor Wayne Olson	X	

Councillor Marianne Stewart	X	
Councillor John Wink	X	
Results	7	0
		Carried (7 to 0)

6. Webber, Farr and River Road Drainage Issues, 2021-0212-Planning

Moved By Councillor Wayne Olson
Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT Council receive Report #2021-0211 Webber, Farr and River Road Drainage Issues, for information; and

AND THAT Council direct staff to hold a community meeting with property owners in the Webber, Farr and River Road area to discuss drainage issues, identify possible solutions and provide options to property owners.

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

7. Options Regarding the Implementation of an LED Streetlight Conversion Program in the Town of Pelham, 2021-0206-Public Works

Moved By Councillor Marianne Stewart
Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive Report #2021-0206 for information;

AND THAT Council approve a capital project in the amount of \$250,000 as part of the 2022 Capital Budget to fund the first phase of the LED Streetlight Conversion Project;

AND THAT Council approve the proposed capital project identified as RD13-22 (Reconstruction of Effingham Street from Hwy 20 to Tice Road) have the capital budget request reduced from \$1,075,000 to \$825,000 in order to fund the first phase of the LED Streetlight Conversion program;

AND THAT Council approve the award of the first phase of the LED Streetlight Conversion Program to RealTerm Energy to an upset amount of \$250,000.

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

- 8. Business Arising from Council Minutes**
- 9. Request(s) to Lift Consent Agenda Item(s) for Separate Consideration**

Councillor Wink requested item 8.1 be lifted.

- 10. Consent Agenda Items to be Considered in Block**

Moved By Councillor Wayne Olson
Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT the Consent Agenda items as listed on the December 20, 2021 Council Agenda be received and the recommendations contained therein be approved:

~~8.1. Presentation of Recommendations Arising from COW or P&P, for Council Approval~~

~~BE IT RESOLVED THAT Council hereby approves the Recommendations Resulting from the following:~~

- ~~1. SCOW-02/2021 – November 29, 2021 – Special Committee of the Whole~~

~~AND THAT Council receive and approve the Revised 2022 Budget Worksheets dated December 15, 2021;~~

~~AND THAT Council hereby approved the following 2022 Capital Budget Amendments, as presented at the SCOW-03/2021, December 14, 2021—Special Committee of the Whole Budget Meeting, as follows:~~

- ~~1. THAT Committee recommend Council reduce the Effingham Street project by \$250,000 and apply additional OCIF funding of \$269,586 to eligible projects, freeing up \$519,586, which can be used to fund additional capital projects from the Roads Reserve, to a maximum of \$500,000 (option b).~~
- ~~2. THAT Committee recommend Council approve a project for Erosion mitigation construction at Highway 20 outlet from the Storm Pond in East Fonthill, in the amount of \$250,000, be added to the 2022 Capital Budget;AND THAT this expense be red circled unless 100% of the project can be funded by grants or third party funding.~~
- ~~3. THAT Committee recommend Council approve a project for LED Streetlight Replacements, year one, in the amount of \$250,000, be added to the 2022 Capital Budget.~~
- ~~4. THAT Committee recommend Council approve a project for a drainage study for Webber Road and Farr Road, in the amount of \$50,000, be added to the 2022 Capital Budget.~~
- ~~5. THAT Committee recommend Council remove \$27,500 from the budget designated for Advisory Committee Budgets and that the operating budget transfer to the Roads Reserve be reduced by \$115,000 due to the additional OCIF funding, to reduce the tax levy, being a 0.91% reduction;~~

~~AND THAT Committee recommend that the balance of funds freed up due to OCIF funding, being \$104,586, be retained within the working funds reserve, increasing the projected 2022 year-end balance.(lifted)~~

8.2. Minutes Approval - Committee

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

1. SCOW-02/2021 - November 29, 2021 - Special Committee of the Whole

8.3. Staff Reports of a Routine Nature for Information or Action

8.3.1. 2021 Tree Maintenance Program Summary Report, 2021-0207-Public Works

BE IT RESOLVED THAT Council receive Report #2021-0207 – 2021 Tree Maintenance Program Summary Report, for information.

8.3.2. Asset Management Plan, 2021-0214-Corporate Services

BE IT RESOLVED THAT Council receive Report # 2021-0214 Asset Management Plan;

AND THAT Council receive the Asset Management Plan for information.

8.3.3. Water Arrears Collection Update, 2021-0193-Corporate Services

BE IT RESOLVED THAT Council receive Report #2021-0193 Water Arrears Collection Update, for information;

AND THAT Council direct a \$25.00 administrative fee for the transfer of arrears balances to property tax be included in the 2022 User Fees and Charges;

AND THAT Council direct staff to review and update the Water Management By-law in 2022.

8.3.4. Inclement Weather Policy, 2021-0209-Chief Administrator Officer

BE IT RESOLVED THAT Council receive Report #2021-0209 Inclement Weather Policy;

AND THAT that Council approve the Inclement Weather Policy S100-14.

8.5. Information Correspondence Items

8.5.1. Niagara Region Transit Amalgamation Plan

BE IT RESOLVED THAT Council receive correspondence from the Greater Niagara Chamber of Commerce's Women in Niagara Council regarding the Niagara Region Transit Amalgamation Plan, for information.

8.5.2. Niagara Region - 2022 Water and Wastewater Operating Budget, Rate Setting and Requisition (Report CSD 68-2021)

BE IT RESOLVED THAT Council receive correspondence from Niagara Region regarding 2022 Budget-Water and Wastewater Operating Budget and Rate Setting and Requisition, for information.

8.5.3. Niagara Region - 2022 Waste Management Budget (Report CSD 67-2021)

BE IT RESOLVED THAT Council receive correspondence from Niagara Region regarding 2022 Budget-Water and Wastewater Operating Budget and Rate Setting and Requisition, for information.

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

11. Items for Separate Consideration, if Any

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

BE IT RESOLVED THAT Council hereby approves the Recommendations Resulting from the following:

1. SCOW-02/2021 - November 29, 2021 - Special Committee of the Whole

AND THAT Council receive and approve the Revised 2022 Budget Worksheets dated December 15, 2021;

AND THAT Council hereby approved the following 2022 Capital Budget Amendments, as presented at the SCOW-03/2021, December 14, 2021 - Special Committee of the Whole Budget Meeting, as follows:

1. THAT Committee recommend Council reduce the Effingham Street project by \$250,000 and apply additional OCIF funding of \$269,586 to eligible projects, freeing up \$519,586, which can be used to fund additional capital projects from the Roads Reserve, to a maximum of \$500,000 (option b).
2. THAT Committee recommend Council approve a project for Erosion mitigation construction at Highway 20 outlet from the Storm Pond in East Fonthill, in the amount of \$250,000, be added to the 2022 Capital Budget; AND THAT this expense be red circled unless 100% of the project can be funded by grants or third party funding.
3. THAT Committee recommend Council approve a project for LED Streetlight Replacements, year one, in the amount of \$250,000, be added to the 2022 Capital Budget.
4. THAT Committee recommend Council approve a project for a drainage study for Webber Road and Farr Road, in the amount of \$50,000, be added to the 2022 Capital Budget.
5. THAT Committee recommend Council remove \$27,500 from the budget designated for Advisory Committee Budgets and that the operating budget transfer to the Roads Reserve be reduced by \$115,000 due to the additional OCIF funding, to reduce the tax levy, being a 0.91% reduction;

AND THAT Committee recommend that the balance of funds freed up due to OCIF funding, being \$104,586, be retained within the working funds reserve, increasing the projected 2022 year-end balance.

Amendment: Moved By Councillor John Wink
Seconded By Councillor Ron Kore

THAT the motion be amended to insert the following, under item 4:

THAT Council for the Town of Pelham approve and endorse the commissioning of a \$50,000 drainage study at Webber Road and Farr Road, in the amount of \$50,000;

AND THAT the Council for Town of Pelham request the Niagara Region contribute 50% of the costs associated for the said drainage study as the area of concern is in close proximity to a regional road and as it is in the region’s interest to resolve the matter amicably and in haste;

AND THAT Council direct the drainage study completed be a public document that is available to all;

AND THAT Council direct staff to return to Council for further direction should cost exceed \$50,000.00;

AND THAT Council direct the Town Clerk to circulate this request to the Niagara Region

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

Motion as Amended: Moved By Councillor John Wink
Seconded By Councillor Ron Kore

BE IT RESOLVED THAT Council hereby approves the Recommendations Resulting from the following:

- 1. SCOW-02/2021 - November 29, 2021 - Special Committee of the Whole**

AND THAT Council receive and approve the Revised 2022 Budget Worksheets dated December 15, 2021;

AND THAT Council hereby approved the following 2022 Capital Budget Amendments, as presented at the SCOW-03/2021,

December 14, 2021 - Special Committee of the Whole Budget Meeting, as follows:

- 1. THAT Committee recommend Council reduce the Effingham Street project by \$250,000 and apply additional OCIF funding of \$269,586 to eligible projects, freeing up \$519,586, which can be used to fund additional capital projects from the Roads Reserve, to a maximum of \$500,000 (option b).**
- 2. THAT Committee recommend Council approve a project for Erosion mitigation construction at Highway 20 outlet from the Storm Pond in East Fonthill, in the amount of \$250,000, be added to the 2022 Capital Budget; AND THAT this expense be red circled unless 100% of the project can be funded by grants or third party funding.**
- 3. THAT Committee recommend Council approve a project for LED Streetlight Replacements, year one, in the amount of \$250,000, be added to the 2022 Capital Budget.**
- 4. THAT Committee recommend Council approve a project for a drainage study for Webber Road and Farr Road, in the amount of \$50,000, be added to the 2022 Capital Budget;**
AND THAT Council for the Town of Pelham approve and endorse the commissioning of a \$50,000 drainage study at Webber Road and Farr Road, in the amount of \$50,000;
AND THAT the Council for Town of Pelham request the Niagara Region contribute 50% of the costs associated for the said drainage study as the area of concern is in close proximity to a regional road and as it is in the region's interest to resolve the matter amicably and in haste;
AND THAT Council direct the drainage study completed be a public document that is available to all;
AND THAT Council direct staff to return to Council for further direction should cost exceed \$50,000.00;
AND THAT Council direct the Town Clerk to circulate this request to the Niagara Region
- 5. THAT Committee recommend Council remove \$27,500 from the budget designated for Advisory Committee Budgets and that the operating budget transfer to the Roads Reserve be reduced by \$115,000 due to the additional OCIF funding, to reduce the tax levy, being a 0.91% reduction;**
AND THAT Committee recommend that the balance of funds freed up due to OCIF funding, being \$104,586, be retained within the working funds reserve, increasing the projected 2022 year-end balance.

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

12. Presentation & Consideration of Reports

12.1 Reports from Members of Council:

12.2 Staff Reports Requiring Action

12.2.1 Assumption of River Estates Phase 1, 2021-0208-Public Works

Moved By Councillor Lisa Haun

Seconded By Councillor Marianne Stewart

BE IT RESOLVED THAT Council receive Report #2021-0208, Assumption of River Estates (Phase 1) Subdivision, for information;

AND THAT Council assume the municipal services in River Estates (Phase 1) subdivision and open the streets within the subdivision as 'public highways' by by-law in accordance with the subdivision Agreement.

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

12.2.2 Shared Servicing Agreement - Shared Appeal Hearing Officer, 2021-0197-Clerks

Moved By Councillor Bob Hildebrandt

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT Council receive Report 2021-0197 – Shared Servicing Agreement – Shared Appeal Hearing Officer, for information;

AND THAT Council authorize and direct the Mayor and Town Clerk to execute the said Shared Services Agreement, attached hereto as Appendix ‘A’;

AND THAT Council direct staff to prepare the necessary By-law for Council’s consideration with respect to appointing:

- 1. Rutherford Prosecutions as the Appeal Officer, with respect to Administrative Monetary Penalty System (AMPS) for both parking and non-parking related offences, for the Town of Pelham;**
- 2. The position of Legislative and Committee Coordinator as a Screening Officer, with respect to Administrative Monetary Penalty System (AMPS) for both parking and non-parking related, for the Town of Pelham;**

AND THAT Council direct staff to prepare the necessary By-law to allow:

- 3. Both Screening Officer Reviews and Appeal Officer Reviews to be conducted virtually for both AMPS parking and non-parking related offences.**

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

Moved By Councillor John Wink
Seconded By Councillor Bob Hildebrandt

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

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

AND THAT the remainder of the business listed on the agenda for this meeting continue to be considered until all matter have been concluded, or until a set time of 9:15 p.m., whichever occurs first.

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

- 13. Unfinished Business**
- 14. New Business**
- 15. Presentation and Consideration of By-Laws**

Moved By Councillor John Wink
Seconded By Councillor Ron Kore

BE IT RESOLVED THAT the Council of the Town of Pelham, having given due consideration to the following By-laws do now read a first, second and third time and do pass same, and THAT the Mayor and Clerk be and are hereby authorized to sign and seal the by-laws:

- 1. By-law 4408(2021) - Being a by-law to assume the subdivision known as River Estates (Phase 1) Subdivision and to designate the streets as shown on Registered Plan 59M-434 as public highways and to name the streets accordingly.**
- 2. By-law 4409(2021) - Being a by-law to amend Zoning By-law 1136 (1987), as amended, for lands 1522 Pelham Street, legally described as Lot 3, Plan 715, west side of Pelham Street; Part Lot 52, Plan 717, Geographic Township of Thorold, in the Town of Pelham, from the General Commercial (GC) zone to the site specific General Commercial (GC-311) zone. JMT Partnership. File No. AM-10-20.**

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

16. Councillor Hildebrandt

Moved By Councillor John Wink
Seconded By Councillor Ron Kore

BE IT RESOLVED THAT Council receive the presentation from Councillor Hildebrandt with respect to the Cannabis Control Committee, for information.

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

17. Motions and Notices of Motion

18. Matters for Committee of the Whole or Policy and Priorities Committee

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

20. Resolution to Move in Camera

21. Rise From In Camera

22. Confirming By-Law

Moved By Councillor John Wink
Seconded By Councillor 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. 4410(2021) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 20th day of December, 2021.

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

23. Adjournment

The meeting was adjourned at 9:04 pm.

Moved By Councillor Marianne Stewart
Seconded By Councillor Ron Kore

BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for January 10, 2022 at 5:30 pm.

	For	Against
Mayor Marvin Junkin	X	
Councillor Lisa Haun	X	
Councillor Bob Hildebrandt	X	
Councillor Ron Kore	X	
Councillor Wayne Olson	X	
Councillor Marianne Stewart	X	
Councillor John Wink	X	

Results

7

0

Carried (7 to 0)

Mayor: Marvin Junkin

Town Clerk: Holly Willford

Recommendations of the Public Meeting under the Planning Act held December 13, 2021 – PCOW-07/2021

BE IT RESOLVED THAT COUNCIL HEREBY approves the following Recommendations Resulting from the Public Meeting under the Planning Act meeting of December 13, 2021:

1. THAT the agenda for the December 13, 2021 Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as circulated.

Amendment

THAT the agenda be amended to include item number 5.3.1.

Main Motion as Amended

THAT the agenda for the December 13, 2021 Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as amended.

2. **THAT Committee receives Report #2021-204 for information as it pertains to File Nos. 26T19-03-2020, OP-AM-03-2021 & AM-12-2020;**

AND THAT Committee directs Planning staff to prepare the Recommendation Report on this topic for Council's consideration.

3. **THAT Committee receive the applicant's presentation for information.**

4. **THAT Committee receive Report #2021-203 for information as it pertains to File No. 26T19-01-2021;**

AND THAT Committee directs Planning staff to prepare the Recommendation Report on this topic for Council's consideration.

5. **THAT Committee Receive the applicants presentation for information.**

6. **THAT Committee receive the written correspondence as listed on the agenda; and**

AND THAT Committee receive the verbal presentations made by the public listed on the Agenda.

7. **THAT this Special Committee of the Whole, Public Meeting Under the Planning Act, be adjourned.**

Committee of the Whole Meeting
Public Meeting under the Planning Act
Minutes

Meeting #: PCOW-07/2021
Date: Monday, December 13, 2021
Time: 5:30 PM
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

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

Staff Present: Holly Willford, Town Clerk, Sarah Leach, Deputy Clerk, Shannon Larocque, Senior Planner, Barbara Wiens, Director of Community Planning and Development, Jason Marr, Director of Public Works, Derek Young, Manager of Engineering

1. Call to Order and Declaration of Quorum

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

1.1 Land Recognition Statement

The Mayor Read the Land Recognition Statement into the record.

Ms. Sarah Leach, Deputy Clerk read opening remarks regarding the Zoom Webinar meeting and procedures for public participation.

2. Adoption of Agenda

Moved By Councillor Bob Hildebrandt

THAT the agenda for the December 13th, 2021 Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as circulated.

Amendment:

Moved By Councillor Bob Hildebrandt

THAT the agenda be amended to add item number 5.3.1.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

Motion as Amended:

Moved By Councillor Bob Hildebrandt

THAT the agenda for the December 13th, 2021 Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as amended.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

3. Disclosure of Pecuniary Interest and General Nature Thereof

Councillor Kore declared a conflict of interest with respect to agenda item 4.1.1.

4. Planning Act Application: 26T19-03-2020, OP-AM-03-2021 & AM-12-2020 - Located East of Station Street, South of Highway 20

Councillor Kore declared a conflict of interest with respect to this agenda item.

The Deputy Clerk read into the record the Notice Requirements regarding this application.

Councillor Kore left the meeting electronically.

4.1 Planning Report

Ms. Shannon Larocque, Senior Town Planner provided an overview of the application before Council. A copy is available through the Clerk.

4.1.1 Applications for Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments - Park Place North, 2021-0204-Planning

4.2 Applicant's Presentation

The Agent, Mr. Matt Kernahan, Mr. Michael Spaziani and Mr. Matt Vartanian provided a short presentation to further explain the application. A copy is available through the Clerk.

4.3 Public Input

Ms. Leach, Deputy Clerk, indicated she checked the clerks@pelham.ca email address at 6:15 pm and confirmed no e-mails has been received with regard to the subject application. Ms. Leach indicated the public comment portion of the application could be closed. The Committee agreed to close the public portion of the meeting and move to Committee input.

4.4 Committee Input

A Member of Council asked if the development design considered the isolation of corridors and additional preventative measures in response to the pandemic. Mr. Spaziani, Architect, responded that the Councillor's comment is a growing concern. Mr. Spaziani indicated that a current trend is to create a housing unit, which groups 10-15 units within a sequestered location on the floor with the ability to shut down in response to a pandemic. Mr. Spaziani further commented that another trend is to break down central facilities such as dining. He stated that techniques include satellite dining, food service on each floor as well as flex floors.

A Member of Council asked for the ratio of units to stalls for visitor parking. The Member of Council identified the potential for increased visitation during holidays and celebrations. Mr. Spaziani responded that there are 70 stalls for the 140 units. Mr. Spaziani indicated that seniors housing does not experience the same parking pressure as an apartment building. He indicated that he does not foresee an issue, noting that similar developments offer less parking than 0.5 stalls per unit. Mr. Spaziani stated that employee parking is a known quantity and is planned for. In considering the parking demand ratio, Mr. Spaziani stated that location is a key factor as there is less need to rely on a personal vehicle to access local businesses.

A Member of Council asked if there would be consideration for accessible apartments available to young residents in the non-senior apartment buildings. Mr. Spaziani responded that building's B and C are fully accessible. He further indicated that the Ontario Building Code requires 10 percent of units to be barrier free in the interior design. Mr. Spaziani indicated that a young buyer would have options for accessibility and affordability.

A Member of Council inquired about heated walkways to clear snow and ice. Mr. Spaziani identified this technique as geothermal heating and cooling. He indicated that this technique may be utilized, as the energy is relatively free through the geothermal system. The Member of Council asked if the landscape plan would consider pollinator gardens and/or native trees. The Member of Council further asked if permeable surfaces such as asphalt and concrete would be used. Mr. Spaziani stated that pollinator gardens, rooftop apiaries as well as environmental initiatives such as permeable paving will be explored during the site plan process.

A Member of Council asked if consideration will be given to charging stations for electric vehicles. Mr. Spaziani identified this as a growth area that will be explored in addition to green roofs. The Member of Council stated support for the project, noting the effort to connect with local businesses, Town facilities as well as set a new standard for development.

4.5 Presentation of Resolutions

Moved By Councillor Marianne Stewart

THAT Committee receives Report #2021-204 for information as it pertains to File Nos. 26T19-03-2020, OP-AM-03-2021 & AM-12-2020;

AND THAT Committee directs Planning staff to prepare the Recommendation Report on this topic for Council's consideration.

For (6): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (6 to 0)

Moved By Councillor John Wink

THAT Committee receive the applicant's presentation for information.

For (6): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (6 to 0)

5. Planning Act Application: 26T19-01-2021 - 1114 Haist Street

Councillor Kore returned to the electronic meeting.

The Deputy Clerk read into the record the Notice Requirements regarding this application.

5.1 Planning Report

Ms. Shannon Larocque, Senior Town Planner provided an overview of the application before Council. A copy is available through the Clerk.

5.1.1 Information Report - Application for Draft Plan of Subdivision - 1114 Haist Street (26T19-01-2021), 2021-0203-Planning

5.2 Applicant's Presentation

The Agent, Ms. Susan Smyth provided a short presentation to further explain the application. A copy is available through the Clerk.

5.3 Public Input

Mr. Peter Maillet indicated he had no comments.

Ms. Kelly Citrigno stated that the presentation addressed many of her concerns. Ms. Citrigno asked if there would be dedicated parking for the tennis courts. The Agent, Ms. Smyth, responded that there are approximately 20 spaces that will be dedicated

parking for the paddle tennis court. Ms. Citrigno asked if the roadway would contain on-street parking or act as a drive through to access the homes and townhomes. Ms. Smyth responded that the roadway will function for two purposes; a public road with public access as well as a laneway that will service the townhomes that front on the park.

With respect to the sewer, drainage and infrastructure, Ms. Citrigno identified past flooding in the park as well as Meadowvale and Welland Avenue. Ms. Citrigno asked if drainage would be improved. Ms. Smyth stated that to receive final approval, the Town must be satisfied with the storm water management design.

The Mayor asked if the block to the east is dedicated parking. Ms. Smyth confirmed the additional dedicated parking. Ms. Smyth noted that she will confirm the number of parking stalls and provide the information to the Senior Planner for inclusion in the recommendation report.

Mr. Thomas Murray indicated he had no comments.

Ms. Jennifer Fretz-Joseph stated her home backs onto the subject property. Ms. Fretz-Joseph asked for a comparison of the number of homes between the original plan presented in the past and the current draft plan proposed. Ms. Shannon Larocque, Senior Planner stated that the comparison will be provided to Ms. Fretz-Joseph following the meeting. Ms. Fretz-Joseph stated that she was glad that sewer capacity had been considered as part of the development.

Ms. Fretz-Joseph asked if the laneways were designed to accommodate emergency service, snow removal and garbage vehicles. Ms. Larocque stated the development proposal was circulated to the Niagara Region, Public Works department and Fire department for review of the waste collection, snow removal and emergency services. Ms. Larocque indicated that no concern or objection regarding the proposed size and width of the street had been received at this time. Ms. Fretz-Joseph asked for confirmation that no specialized snow removal equipment would be acquired to service this development. Mr. Jason Marr, Director of Public Works stated that the Public Works department does not have any concerns with the snow removal for the laneways. Ms. Fretz-Joseph asked if any similar area within the Region has been designed with this footprint for preview. Ms. Smyth identified Saffron Meadows in Fonthill.

Ms. Leach, Deputy Clerk, indicated she checked the clerks@pelham.ca email address at 7:10 pm and confirmed no e-mails has been received with regard to the subject application. Ms. Leach indicated the public comment portion of the application could be closed. The Committee agreed to close the public portion of the meeting and move to Committee input.

5.3.1 Additional Pre-Registered Speakers

5.4 Committee Input

A Member of Council asked how many homes were eliminated from the original development proposal. Ms. Smyth stated that the development was reduced by six single detached and 12 townhouse dwellings. The Member of Council suggested that traffic may then be reduced by approximately 18 vehicles on Haist Street.

A Member of Council asked who is responsible for the storm water management design for this subdivision. Derek Young, Manager of Engineering, stated that the storm water management design is approved by the Town. The Member asked if there is a storm water pond designed for this area. Mr. Young stated that there is not. The Member of Council further asked if the sewer lines have been reviewed to ensure there is the capacity to handle the sewage properly. Mr. Young indicated that the current design meets the Town's design guidelines and reduces the flow off of this site. Mr. Young stated that they are working on a better way to recharge groundwater as opposed to all water flowing off-site.

The Member of Council asked for clarification if the storm water run-off behind the properties has the capacity to handle the water. Mr. Young responded yes, provided it does not exceed what was there previously. The Member of Council expressed concern given the recent rainfalls. Mr. Young stated that the hope is to reduce the run-off to approximately 70 percent of what it was previously. Mr. Young stated that all effort will be made to mitigate future flooding problems. Mr. Young further stated that the outlet and ditch were designed to accommodate a five year storm, whereas we routinely experience a 10 to 100 year storm. Mr. Young stated that the entire outlet would need to be re-designed to accommodate a 100 year storm. He indicated this would be explored at the direction of Council.

A Member of Council expressed concern that the sewage line capacity is limited and asked how it is being addressed. Mr. Young responded that the previous, larger development proposal was sent to the consultant responsible for sanitary modeling to review capacity. Mr. Young stated that the sewage line capacity was deemed sufficient for the subdivision. He further stated that the proposed development has been reduced and therefore will have sufficient capacity.

A Member of Council expressed satisfaction with the steps taken to achieve low impact development including the inclusion of charging stations for electric vehicles. The Member of Council further stated that the proposed soak away ponds will be a big feature and expressed hope that native trees and plants would be included in the landscape design. The Member of Council asked if there is a walkway behind the townhouses facing the

park. Mr. Greg Taras, Agent, responded that a path is proposed along the front of the townhouses facing the park. Mr. Taras indicated that they are working with the Town to clarify who owns the path.

5.5 Presentation of Resolutions

Moved By Councillor John Wink

THAT Committee receive Report #2021-203 for information as it pertains to File No. 26T19-01-2021;

AND THAT Committee directs Planning staff to prepare the Recommendation Report on this topic for Council’s consideration.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

Moved By Councillor Wayne Olson

THAT Committee receive the applicant’s presentation for information.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

Moved By Councillor Marianne Stewart

THAT Committee receive the written correspondence as listed on the agenda; and

AND THAT Committee receive the verbal presentations made by the public listed on the Agenda.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

6. Adjournment

The meeting adjourned at 7:24pm.

Moved By Councillor Ron Kore

THAT this Special Committee of the Whole, Public Meeting Under the Planning Act, be adjourned.

For (7): Mayor Marvin Junkin, Councillor Lisa Haun, Councillor Bob Hildebrandt, Councillor Ron Kore, Councillor Wayne Olson, Councillor Marianne Stewart, and Councillor John Wink

Carried (7 to 0)

Mayor: Marvin Junkin

Deputy Clerk: Sarah Leach

Subject: 2022 Municipal and School Board Election Update

Recommendation:

BE IT RESOLVED THAT Council receive Report #2022-0003 – 2022 Municipal and School Board Election Update, for information.

Background:

This report is intended to keep both Council and the public informed with respect to the upcoming 2022 Municipal and School Board Election important dates, general information and events.

Analysis:

Niagara Area Clerk Election-Working Group

With the upcoming 2022 Municipal and School Board Election approaching, the Niagara Area Municipal Clerks have created an Election-Working Group with the aim to create consistency throughout the municipalities.

This group anticipates working together to create best practices, develop and adopt important election policies and procedures, coordinate information and create a consistent election experience for both candidates and the electorate.

Nomination/Campaign Period

Candidates may file a nomination paper, including the prescribed fee and submission of 25 endorsement signatures of eligible voters supporting the nomination, starting Monday, May 2, 2022 during normal business hours (8:30 a.m. to 4:30 p.m.) with the Clerk's Department. The last day to submit a nomination is between 9:00 a.m. and 2:00 p.m. on Nomination Day, being Friday, August 19, 2022.

The nomination fee, at time of writing of this Report, is \$200.00 for the Office of Mayor and \$100.00 for all other Offices, and must be paid by cash, debit, certified cheque or money order.

A candidate's campaign period begins when the candidate has filed the nomination form and ends on December 31, 2022. Alternative time periods are in effect if the candidate withdraws the nomination.

Nomination Requirements

The *Municipal Elections Act* states a person may be nominated for an office only if as of the day the person is nominated:

- He or she is qualified to hold that office under the Act that creates it; and
- He or she is not ineligible under this or any other Act or otherwise prohibited by law to be nominated for or to hold the office.

The *Municipal Elections Act* requires that nominations for Members of Council (not school board) be endorsed by at least 25 persons. Certain requirements must be met, including:

- A person endorsing a candidate must be eligible to vote on the date of endorsement;
- A person endorsing may endorse more than one nomination;
- Endorsements will be in the form of a prescribed declaration;
- Should the nominee file for a different office on the same Council (withdraw previous nomination), further endorsements are not required;
- Prescribed Nomination/Endorsement forms will be made available once finalized by the Province; and
- Original signatures are required to be filed with the Clerk.

The Clerk's Department will be creating 'nomination packages' for those interested in being a candidate for the 2022 Municipal and School Board Election. These packages are expected to be prepared and ready for pick up early spring.

Nomination Day: Friday, August 19, 2022 (9:00 a.m. to 2:00 p.m.)

The *Municipal Elections Act* states Nomination Day for a regular election is the third Friday in August in the year of the election therefore Friday, August 19, 2022 is Nomination Day. On Nomination Day, nominations may only be filed between 9 a.m. and 2 p.m.

Friday, August 19, 2022 is also the deadline for withdrawing nominations. If a

candidate wishes to withdraw, this is required to be done in writing on the prescribed form no later than 2:00 p.m. on Nomination Day.

Third Party Advertising

Third Party Advertisers may register, in the prescribed form, with the Clerk starting Monday, May 2, 2022 up to Friday, October 21, 2022 during normal business hours (8:30 a.m. to 4:30 p.m.).

A third party advertisement is messaging that supports or opposes a candidate, or a question on the ballot. It does not include issue-based advertising. Advertising that does not cost money to post or broadcast is not considered third party advertising. However, it is important to note that individuals, corporations and unions will need to register with each municipality where they are advertising. Third party advertising is to be done independent of candidates and cannot be a candidate, and most campaign financing rules that apply to candidates will also apply to third party advertisers. Spending limits will be applicable, as will contribution limits.

The Clerk's Department will be creating 'third party advertiser registration packages' for those interested in being a Third Party Advertiser for the 2022 Municipal and School Board Election. These packages are expected to be prepared and ready for pick up early spring.

Campaign Finances

The *Municipal Elections Act* regulates campaign financing to ensure rules are consistent, transparent, accountable, fair and follow modern election finance practices. Corporations and trade unions are not allowed to contribute to municipal election campaigns, including council and school board elections. Spending limits for parties and expressions of appreciation after voting day are also enacted.

Self-funding limits for municipal council candidates are in place and are based on the number of electors voting for the office, to a maximum of \$25,000.

The Clerk will review all contributions reported and prepare a report if a contributor appears to have exceeded a contribution limit, and the report would be forwarded to the Compliance Audit Committee.

2022 Municipal Election Awareness Campaign

The Clerk's Department is currently working on an 'election awareness campaign' with the goal of increasing general election awareness and increase voter turnout.

Starting in January until mid-October 2022, all Town outgoing mail will include the Town's 2022 Election Logo, with the Town's election website. It is estimated that approximately 39,000 envelopes, with the logo, will be used in mail outs from January-October 15, 2022.

The Clerk's Department is also exploring the opportunity of creating customized print media to be delivered to every residence in Pelham to provide information on how to become a candidate and promoting working the election. Additional print media, such as tax inserts and newspaper advertisement are expected to be leveraged.

In addition to traditional print media, the Clerk's Department will leverage the Town's social media and website to introduce an election QR code to further promote election awareness.

Election Workers:

The Clerk's Department will begin the recruitment process for 2022 Municipal and School Board Election workers during the first quarter of 2022.

The Clerk's Department is planning to hire a part-time, temporary Election Coordinator to aid in the management and administration of the 2022 Municipal and School Board Election from the Election Budget. The cost of this position will be borne by the existing election budget.

This position will provide the Clerk's Department with valuable assistance throughout the election preparation process, Election Day and with election wrap-up tasks. The estimated expense for this position from the Election Budget is roughly \$18,663; see the following chart below for the estimated salary breakdown.

The Clerk understands, from the Niagara Area Clerk Election-Working Group, that all Niagara municipalities are planning to hire for this or a similar position. Many Niagara area municipalities, such as Welland, Niagara Falls and Lincoln, have already begun their recruitment process.

Election Coordinator – Salary Estimate

**based on \$28.00 hr*

Month	Estimated Average Hours Per Week	Number of Weeks	Estimated Cost
April 2022 – August 2022	15 hr.	22 weeks	\$9,240.00
	25 hr.	10 weeks	\$7,000.00

September 2022 – mid November 2022 (includes attendance at farmers market, full day attendance at advance polls and on election day)			
Total			\$16,240.00
Plus Benefits or pay in lieu (estimated at 15%)			\$2,423.00
Estimated Grand Total			\$18,663.00

The Clerk's Department will also begin the recruitment process for election workers in the first quarter of 2022. Positions for hire will include: Poll Supervisors, Deputy Returning Officers (DRO's), Revision DROs, Float DROs, Vote Tabulator Officer (VTO), Poll Cleaner, Information Clerk and reserve workers. The Clerk's Department will recruit any other position needed should the COVID-19 pandemic warrant such positions, such as Health Screening Officers and Social Distancing Officers. All applicants will be required to complete an application and aptitude test.

Voters' List:

In the fall of 2022 the Clerk's Department will start actively working on updating the voters' list to ensure the most accurate voters' list possible is prepared for the election.

Changes to the voters' list may begin Thursday, September 1, 2022 and continue until the close of voting day being, Monday, October 24, 2022. Applications to amend the Voters' List must be in the prescribed form. The Clerk's Department will also be launching a "voter look-up application" on the Town's municipal website.

The Clerk's Department will also have an "Are You on the Voters' List" booth at the Pelham Farmers' Market Thursday nights in September. The Clerk's Department has found this to be a highly effective way to update the voters' list and increase election awareness.

Vote Opportunities (In-Person and Alternative Voting Methods)

Council for the Town of Pelham approved a hybrid voting approach for the 2022 Municipal and School Board Election comprising of both in-person voting and residents being able to pre-register to receive a 'special on demand mail in ballot'.

The Clerk's Department is currently securing voting locations for both Advance Polls and Election Day. The Clerk's Department are planning to hold three (3) full days

of advance in-person voting. The Clerk will announce advance voting dates and locations once dates and locations are finalized.

The Clerk's Department will also be offering the 'special on-demand mail-in ballot' option, which was implemented during the Town's 2020 By-Election. The Clerk's Department will release further details on this voting method when available.

Financial Considerations:

As this report is for information only, there are no financial considerations.

Alternatives Reviewed:

As this report is for information only, no alternatives were reviewed.

Strategic Plan Relationship: Build Strong Communities and Cultural Assets

A municipal election is a significant community event which encourages active civic engagement. It is important that the Clerk updates both Council and the community with respect to important election information on a continual basis.

Consultation:

Brianna Langohr, Human Resources and Health and Safety Coordinator

Other Pertinent Reports/Attachments:

2022 Municipal and School Board Election: Key Dates

Prepared and Recommended by:

Holly Willford, B.A.
Town Clerk

Prepared and Submitted by:

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

2022 Municipal and School Board Election: Key Dates

Monday, May 2, 2022 to Friday, August 19, 2022 <i>(MEA 31 and 33(4))</i>	Nomination Period: Nomination forms may be filed by candidates beginning Monday, May 2nd, 2022 and on any day thereafter prior to Nomination Day, at any time when the Clerk's Office is open (Monday to Friday, 8:30 a.m. to 4:30 p.m.) and on Nomination Day, Friday, August 19, 2022 when nomination forms may be filed between the hours of 9:00 a.m. and 2:00 p.m.
Monday, May 2, 2022 to Saturday, December 31st, 2022 <i>(MEA 88.24)</i>	Campaign Period: The campaign period begins when a candidate has filed the nomination form and ends on December 31 st , 2022. Alternative time periods are in effect if the candidate withdraws the nomination, if the Clerk rejects the nomination, or the candidate extends his/her campaign and is continuing to campaign to erase a deficit.
Monday, May 2, 2022 to Friday, October 21, 2022 <i>(MEA 88.6)</i>	Third Party Advertising: Individuals, corporations or trade unions may file with the Clerk to be a registered third party for the election in the prescribed form. Restrictions apply as to who may register.
Tuesday, March 1, 2022 <i>(MEA 8.1)</i>	Notice of Intent to Pass By-law to Submit Question to Electors: Council may pass a by-law to submit to its electors a proposed by-law requiring their assent, or a question not otherwise authorized by by-law but within the Council's jurisdiction. *Notice of intent is required at least 10 days prior to passing. At least 1 Public Meeting shall be held to consider the matter. Last day to pass a by-law is February 19, 2022. (Pelham Council Schedule would require passing by February 7, 2022)
July 31, 2022	Last Day for MPAC to Deliver the Preliminary List
Friday, August 19, 2022 <i>(MEA 31 and 33(4))</i>	Nomination Day: Last day for filing nominations. Nominations, in the Required Form, filed on this date may only be filed between the hours of 9:00 a.m. to 2:00 p.m. Third Party Advertising: filings for registration accepted Monday, May 2, 2022 to Friday, October 21.
Monday, August 22, 2022 <i>(MEA 35; 37)</i>	Certification of Nomination Forms and Acclamations: The Clerk shall certify filed nomination forms prior to 4:00 p.m. Immediately after 4:00 p.m., the Clerk shall declare any acclaimed eligible candidates to be duly elected.
Thursday, September 1, 2022 <i>(MEA 23)</i>	Voters' List: The Clerk shall make the list of voters available to persons entitled. The list is for election purposes only and as such, viewing will be supervised.
Thursday, September 8th, 2022 to Thursday, September 29th, 2022	Pelham Farmers' Market: Clerks Department staff will be available at the Pelham Farmers' Market each Thursday to provide an opportunity for electors to check/confirm information and make application to correct one's own information. Voter Lookup Service will once again be available on the Town's website.
Thursday, September 1, 2022 to Monday, October 24, 2022	Revision to the Voter's List- Application to Add, Remove, or Correct One's Own Information: Individuals may make application to the Clerk requesting that their name/information be added, removed or corrected.
Monday, October 24, 2022	Election Day: Voting opportunities will be held between the hours of 10:00 a.m. and 8:00 p.m. Voting Locations will be published and voter notification packages provided. Information with respect to Advance voting opportunities and Special On Demand Mail in Ballots will be brought to Council once established by the Clerk.
Tuesday, October 24, 2022	Declaration of Results: The Clerk will declare the results of the election of candidates and the result of any vote upon a by-law or question "as soon as possible after voting day".
Tuesday, November, 15 2022	Term of Office Commences: Elected members must take the oath of office prior to taking their seat. Inaugural Meeting will be held November 21, 2022 at a time and place to be determined.
Saturday, December 31, 2022	Campaign Period Ends: Deadline to provide Clerk with written notification of deficit and continuation of campaign. Candidates may file financial information
Friday, March 31, 2023	Filing Date: Deadline for filing financial statements by 2 p.m. Penalties for non-compliance may apply.



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Subject: Recommendation Report for Applications for Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments – Park Place North

Recommendation:

BE IT RESOLVED THAT Council receives Report #2022-05 for information as it pertains to File Nos. 26T19-03-2020, OP-AM-03-21 & AM-12-20 relating to Park Place North;

AND THAT Council directs Planning staff to prepare the by-laws for approval of the Official Plan and Zoning By-law amendments for Council's consideration.

AND THAT Council approves the Draft Plan of Subdivision, attached as Appendix A, subject to the conditions in Appendix B.

Executive Summary:

The purpose of this report is to provide Council with a recommendation regarding applications for Official Plan, Zoning By-law Amendment and Draft Plan of Subdivision for Park Place North.

Location:

The subject property is located east of Station Street, south of Highway 20 known legally as Part of Lot 3 & 4, Registered Plan 717; Part of Thorold Township Lot 167, Geographic Township of Thorold, now all in the Town of Pelham, Regional Municipality of Niagara (Figure 1). The surrounding land uses are commercial (retail stores and restaurants) to the north, east and west and future park/multi-use trail, residential uses (Park Place South) and watercourse to the south.

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Figure 1: Property Location



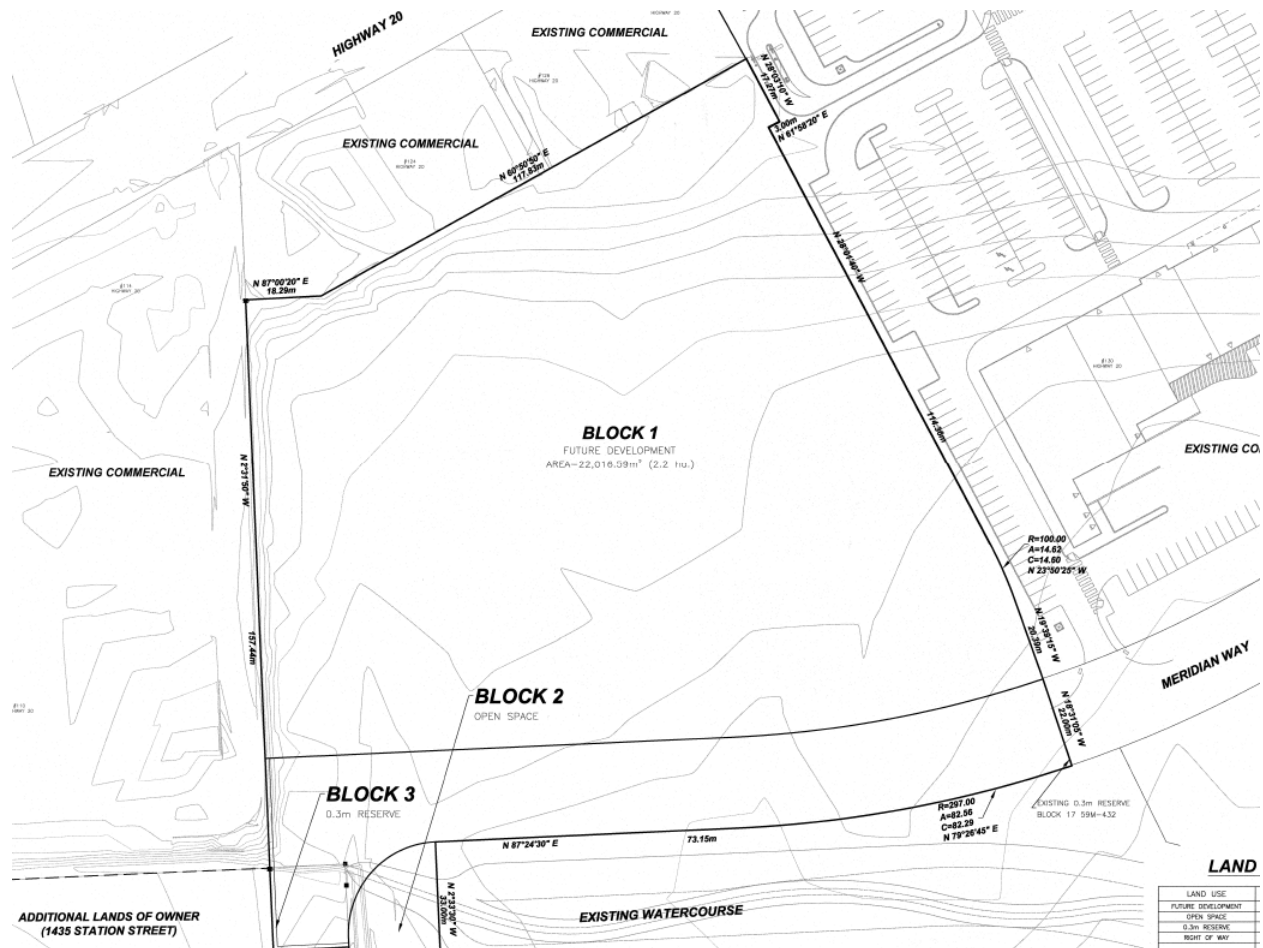
Project Description and Purpose:

The property is 2.744 hectares. The draft plan of subdivision proposes one block for future development (2.202 ha), 1 block for open space (0.062 ha) along with associated roadway (0.002 ha) which would be an extension of Meridian Way (Figure 2).

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Figure 2: Proposed Draft Plan of Subdivision



The proposed Official Plan Amendment would amend Policy B1.7.8.2(d)(i) by reducing the minimum parking requirement for seniors housing from 0.75 spaces/unit to 0.5 spaces/unit.

The proposed Zoning By-law Amendment would rezone the lands from A (Agricultural) to a site specific RM2 (*Residential Multiple 2*) and the EF-EP (*East Fonthill – Environmental Protection*) zones. The zoning change would permit the use of the property for apartment dwellings, nursing homes, senior citizens' homes and block townhouse dwellings with reductions to the standard general provisions and residential zone requirements and recognize the location of the existing watercourse.

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The applicant has provided three different concept plans to demonstrate how the site could develop in the future. Concept 1 shows a retirement home and two apartment dwellings (Figure 3). Concept 2 (Figure 4) shows 2 apartment dwellings and 58 block townhouse dwellings and Concept 3 (Figure 5) shows a residential retirement home and 43 block townhouse dwellings.

Figure 3 –Concept 1 – 2 Apartment Dwellings & 1 Residential Retirement Home



[illegible]

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If the applications are approved, site plan approval will still be required for the detailed site design and servicing.

Policy Review:*Planning Act, 1990*

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 *Planning 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”.

Sections 34 and 22 of the Act allows for consideration of amendments to the zoning by-law and official plan.

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;

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- 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,
- The interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act.

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

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.

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

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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 Fonthill 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. The development will be transit and active transportation supportive due to the location along existing transit routes and will be well served by sidewalks, bike lanes and the multi-use path. There are adequate public service facilities, including a planned neighbourhood park directly south of the property. The Community Centre and library are also located within a short distance.

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

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Growth Plan for the Greater Golden Horseshoe, 2019

The subject parcel is identified as being within a Designated Greenfield 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 2.2.7.1 requires that new development in designated greenfield areas will be planned, designated and zoned to support the development of complete communities, support active transportation and encourage integration of transit services.

The minimum density target for designated greenfield areas is 50 jobs and persons per hectare (2.2.2.2(a)).

The proposed development will contribute to the creation of a complete community by providing additional housing options that will allow residents to age in place. The proposed sidewalks and future site plan application will provide connectivity to the commercial areas, neighbourhood parks, bike lanes and off-road trails. The development can be served by existing transit systems. Adherence to the East Fonthill Urban Design Guidelines will assist in the creation of high quality residential construction. The proposed draft plan of subdivision has a density of approximately 297.5 persons and jobs per gross hectare ensuring that the minimum overall 50 jobs and persons per hectare density is achieved. 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 Greenfield Area in the Regional Official Plan.

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Designated Greenfield Areas will: accommodate a range of land uses; make a significant contribution to the growth of the respective urban area as a complete community; provide opportunities for integrated, mixed land uses; create street patterns that are fine grain and in grid pattern; support transit and active transportation within the area and to adjacent areas; ensure that greenfield development is sequential, orderly, and contiguous with existing built-up areas; and, ensure that the provision of municipal servicing is in accordance with the water and wastewater servicing master plans (Policy 4.C.5.1).

The Region will require a minimum combined gross density target of 50 people and jobs per hectare across all designated greenfield areas.

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 provides a mix of housing types that contribute to the creation of a complete community and serve residents during all stages of their lives. The street pattern will connect to existing and future neighbourhoods. Active transportation is supported through the sidewalk and future pedestrian connections that will be provided as part of a future site plan approval application.

Municipal servicing will be in keeping with Regional and Town servicing plans. The minimum density target of 50 jobs and persons per hectare for greenfields is being

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achieved. The development will be serviced by municipal sewage and water services.

The building designs will be energy efficient and meet the requirements of the Ontario Building Code. The development will be eligible for 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 high quality design. 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 property is located in the East Fonthill Secondary Plan Area and designated Commercial/Employment Centre on Schedule 'A4' – Structure Plan and EF – Urban Highway Commercial on Schedule 'A5' – Land Use Plan. The EF – Urban Highway Commercial designation permits

- commercial, professional and/or government offices;
- research and data processing facilities;
- retail commercial uses including retail stores, restaurants and personal services, with Gross Leasable Floor Areas greater than 150 square metres.
- retail commercial uses with a Gross Leasable Floor Area of between 100 and 150 square metres subject to a zoning by-law amendment;
- space extensive retail uses such as: Automotive related products;
- large and bulky goods such as furniture and appliances; home improvement materials; supermarkets;
- hardware; and, nursery or garden supply products;
- hotels and tourist accommodations;
- conference centres;
- cultural, recreational and entertainment uses;
- public and private institutional uses;
- live-work units;
- townhouses and apartment buildings;
- accessory apartments/secondary suites;
- housing for seniors and/or special needs housing;
- child care facilities;

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- parking facilities at-grade and/or in structure;
- cycling facilities;
- parks and parkettes; and,
- public uses and public and private utilities.

The uses proposed in the draft plan of subdivision are permitted in the Urban Highway Commercial designation.

Policy B1.7.8.4.2(a) requires the lands designated EF-Urban Highway Commercial to achieve a minimum density of 50 persons and jobs combined per gross hectare; b) Residential development shall be developed at densities ranging from a minimum of 35 units per net hectare, up to 160 units per net hectare.

Policy B1.7.8.4.2(c) requires the minimum building height for any building within the EF-Urban Highway Commercial designation to be 2 storeys, or 6.0 metres, whichever is greater.

Policy B1.7.8.4.2(e) requires development within the EF-Urban Highway Commercial designation to only proceed on the basis of a Site Master Plan which shall form the basis of an Implementing Zoning By-law Amendment, followed by Site Plan Approval.

The proposed draft plan will achieve a density of 297.5 persons and job per hectare which exceeds the minimum density of 50 persons and jobs combined per gross hectare. The requested zoning regulations would permit a maximum density of 160 units per net hectare and a maximum building height of 5 storeys for apartment dwellings and housing for seniors. The applications conform to the Policies B1.7.8.4.2(c) and (e).

Policy B1.7.8.2(c) states that prior to considering an application for Zoning By-law Amendment and/or Site Plan approval, Council shall be satisfied that:

- Adequate parking for automobiles and bicycles and loading facilities are provided on the site;
- Buildings located at the entrance points to the Fonthill Urban Area or at the intersection of any Collector Main Street and Highway 20, such buildings are designed to provide or maintain a desirable gateway to the community;

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- iii) New or redeveloping uses incorporate landscaping to enhance the site and surrounding areas;
- iv) Outdoor storage areas, where permitted, are substantially screened from view from passing traffic; and,
- v) All options respecting shared access from the road are reviewed and implemented, if feasible.

Future parking on Block 1 will be required to meet the zoning regulations. All of the requested zoning regulations will meet the requirements of the Official Plan with the exception of the seniors housing. Items, such as bicycle parking, landscaping, screening of storage areas and access will be further reviewed as part of future applications for Site Plan approval.

Policy B1.7.8.2 (d) indicates that based on the mixed-use nature of the Commercial/Employment Centre, typical parking requirements may be reduced and shared parking considered in recognition of the parking efficiencies offered by mixed-use development forms. The minimum and maximum parking standards throughout the Commercial/Employment Centre are: i) For Residential uses – 1.00 to 1.25 spaces/unit. Seniors housing will have a minimum of 0.75 spaces/unit.

The requested Official Plan Amendment would amend Policy B1.7.8.2(d)(i) by reducing the minimum parking requirement for seniors housing from 0.75 spaces/unit to 0.5 spaces/unit.

The building operator for the seniors housing will be required to ensure that sufficient parking spaces are provided for residents, staff and visitors when entering into lease agreements. The site is located close to amenities and accessible by both active and public transportation making it less likely future resident will be car dependent especially when considering their demographics. There will be the ability for shared parking arrangements with the apartment dwellings. In addition, the applicant has provided parking ratios for comparable seniors housing projects in other municipalities which are functioning well and many are less than 0.5 spaces/unit. As a result, Planning staff are satisfied that the requested Official Plan amendment is appropriate and can be supported.

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:

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- 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 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 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 concept site plans showing the block townhouse dwellings show adequate parking, recreational areas, landscaping and buffering.

Official Plan Policy D5.3 requires that prior to the consideration of an application for Plan of Subdivision, Council shall be satisfied that: a) The approval of 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 these 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 of this Plan; and, f) The proposal conforms to Section 51 (24) of the Planning Act, as amended. This policy is similar to the requirements in Section 51(24) of the Planning Act, as amended.

Analysis of Section 51(24) of the Planning Act and Policy D5.3 of the Town's Official Plan, 2014

Effect of Development on Matters of Provincial Interest

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Planning staff have reviewed the applications to ensure that they are consistent with the Provincial Policy Statement, 2020 and conform to applicable Provincial plans. In Planning staff's opinion, the development addresses all matters of Provincial interest outlined in Section 2 of the Planning Act.

Whether the Proposed Subdivision is Premature or in the Public Interest

The proposed subdivision is not premature and is in the public interest.

Whether the Plan Conforms to the Official Plan and Adjacent Plans of Subdivision

Subject to the requested Official Plan amendment, the draft plan of subdivision will conform to the Official Plan and the East Fonthill Secondary Plan. The plan allows for connectivity to future plans of subdivision that are adjacent to this site.

Suitability of Land for the Purposes of which it is to be Subdivided

The subject land is a Built-up Area within Fonthill's settlement area.

The density of the development is appropriate for the East Fonthill Secondary Plan – Commercial/Employment Centre and lands designated EF – Urban Highway Commercial.

There are no changes to any environmental features as a result of the current applications.

The Number, Width, Location, Proposed Grades, Elevations of Highways, their Adequacy, and the Highways linking the Highways in the Proposed Subdivision with the Established Highway System

The subdivision will have access from the Meridian Way and Norgate Way and then Summersides Boulevard in the future. The proposed street networking provides connectivity to the established highway system, adjacent development and generally conforms to the street patterns depicted in the East Fonthill Demonstration Plans.

Grading and servicing will also be reviewed further and approved as conditions of draft plan approval.

Dimensions and Shapes of the Proposed Lots

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The proposed subdivision proposes regularly shaped lots that will allow the appropriate siting of the future dwellings, driveways, amenity and parking areas.

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

There are no restrictions on the land proposed to be subdivided or on adjoining lands. The development must conform to the requested zoning by-law (as well as other municipal by-laws, where applicable).

Conservation of Natural Resources and Flood Control

The proposed draft plan of subdivision will not negatively impact the conservation of natural resources or flood control. Stormwater management plans will be reviewed and approved by Public Works as part of the draft plan conditions. The existing storm system has been sized to accommodate storm flows from these lands.

The Adequacy of Utilities and Municipal Services

Utility companies have been circulated the applications and no comments have been received to indicate that services are not adequate.

The Adequacy of School Sites

The development applications were circulated to the local school boards and no comments were received to indicate that the school sites are not adequate.

Adequacy of Parkland and Open Space, Community Facilities, and Other Amenities, as Required (D5.3)

The proposed development is located north of the future neighbourhood park on the which will be easily accessible to the development. Future park designs and programming will be coordinated and implemented by the Department of Recreation, Culture and Wellness. The Community Centre is also located near the proposed development, i.e., within walking distance. Private amenity space will also be located on the property.

The Area of Lane, if any, Within the Proposed Subdivision that, Exclusive of Highway, is to be Conveyed or Dedicated for Public Purposes

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The draft plan proposes to dedicate Block 2 (watercourse) to the Town for environmental protection and continuation in its natural state.

Section 51(3) of the Planning Act permits the Town, in lieu of accepting conveyed or dedicated land, to require the payment of money by the owner of the land to the value of the land (five (5) percent of the land included in the plan) otherwise to be conveyed.

The Extent to which the Plan's Design Optimizes the Available Supply, Means of Supplying, Efficient Use and Conservation of Energy

The design of the proposed development optimizes the available land supply and will aid in the efficient use and conservation of energy.

The Interrelationship between the Design of the Proposed Plan of Subdivision and Site Plan Control Matters Relating to any Development on the Land, if the Land is also Located Within a Site Plan Control Area designated under Subsection 41(2) of This Act.

The proposed dwellings within the draft plan of subdivision will require site plan approval. The proposed plan of subdivision allows for site plan control matters to be addressed at a later date.

In Planning staff's opinion, the proposed draft plan of subdivision will conform to Section 51 (24) of the Planning Act and Policy D.5.3 of the Town's Official Plan, 2014.

As discussed above, it is Planning staff's opinion that the draft plan of subdivision and requested official plan and zoning provisions conform to the policies of the Town of Pelham Official Plan.

Site Master Plan for Town of Pelham East Fonthill Mixed Use Centre, 2015

The Site Master Plan conceptually shows the location of future buildings, open space system, street and pedestrian connections in the Commercial/Employment Area (Figure 6). The Site Master Plan also contains urban design criteria which are similar to those contained in Appendix B to the Official Plan. Policy B1.7.4.2 of the Official Plan requires all development within the Secondary Plan Area to be generally consistent with the Urban Design Guidelines.

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Figure 6: Development Concept Plan



The concept plans provided by the applicant are generally consistent with the Site Master Plan in terms of the street network, vehicular and pedestrian connections. The design concept is also generally consistent. These items will be further reviewed at the time of a future application for Site Plan approval for consistency with the Site Master Plan.

Zoning By-law 1136 (1987), as amended

The subject parcel is zoned Agricultural (A) which permits agricultural uses including greenhouses; seasonal or permanent farm help houses on farms larger than 10 hectares; one single detached dwelling on one lot; home occupations; kennels; animal hospitals; uses, buildings and structures accessory to the foregoing permitted uses; and forestry and conservation uses.

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The zoning by-law amendment application seeks approval to amend Zoning By-law No. 1136 (1987) from the Agricultural (A) zone to site specific RM2 (Residential Multiple 2) and the EF – EP (East Fonthill Environmental Protection) zones.

The East Fonthill Environmental Protection zone will apply to the watercourse. The uses permitted in the East Fonthill Environmental Protection zone are conservation uses; flood and erosion control works; and, trails for cyclist and pedestrians, including bridges. In an East Fonthill Environmental Protection (EF - EP) Zone, no person shall erect any building or structure, except structures for conservation purposes, structures for flood and erosion control or recreational trails and bridges authorized by the Conservation Authority.

The site specific Residential Multiple 2 zone would permit apartment dwellings, nursing homes, senior citizens' homes and block townhouse dwellings. The site specific zoning regulations are provided in Table 1.

Table 1: Site Specific RM2 Zone Regulations

<i>Section</i>	<i>Existing</i>	<i>Requested</i>
<i>5.0 Definitions</i>	<i>Not defined</i>	<i>Pedestrian Bridge or Canopy - means a structure connected to two buildings for use by pedestrians to pass between two buildings.</i>
<i>6.16 Parking Area Regulations (e)</i>	<i>1.5 spaces/apartment dwellings unit</i> <i>1.5 spaces / block townhouse dwelling unit</i> <i>1 space / senior citizen apartment house unit</i> <i>1 space/2 nursing home beds</i>	<i>Minimum Number of Parking Spaces</i> <i>i) 1.25 spaces / apartment dwelling unit</i> <i>ii) 1.5 spaces / Block townhouse dwelling unit</i> <i>iii) 0.5 spaces per nursing home or senior citizens house unit</i>

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<i>Section</i>	<i>Existing</i>	<i>Requested</i>
<p>6.35 Yard Encroachments Permitted</p> <p>c) Unenclosed Porches, Balconies, Steps & Patios</p>	<p>Notwithstanding the yard provisions of this By-law to the contrary, unenclosed porches, balconies, steps and patios, covered or uncovered may project into any required yard a maximum distance of 1.5 m provided that, in the case of porches, steps or patios, such uses are not more than 1.3 m above ground. Patios may project into any required rear yard provided they are not more than 0.6 m above grade.</p>	<p>Notwithstanding the yard provisions of this By-law, unenclosed porches, balconies, steps and patios, covered or uncovered shall not be permitted within 2 m of the front lot line or exterior side lot line, and 2 m of the rear lot line provided that, such uses are not more than 1.3 m above ground. Uncovered patios and decks shall not be permitted within 1.2 m of a rear or side lot line provided that, such uses are not more than 0.3 m above ground.</p>
<p>Section 17.1 – Permitted Uses</p>	<p>Apartment dwellings; uses, buildings and structures accessory to the foregoing permitted uses.</p>	<p>add block townhouses, nursing homes and senior citizens apartment houses</p>
<p>Section 16.4 – Regulations for block townhouses</p> <p>a) Minimum Lot Frontage</p>	<p>30 m</p>	<p>Delete</p> <p>Block townhouses may be accessed via private road within the subdivision plan</p>
<p>b) Minimum Lot Area</p>	<p>2000m²</p>	<p>2000m²</p>
<p>c) Maximum Density</p>	<p>35 units per hectare</p>	<p>20-60 units per hectare</p>
<p>d) Maximum Front Yard</p>	<p>7.5 m on either a street or an internal roadway</p>	<p>3 m to front face; 6 m to garage</p>
<p>e) Minimum Interior Side Yard</p>	<p>4.5 m, except that where the rear of a building faces the side yard the minimum side yard shall be 7.5 m, and the</p>	<p>1.2 m, except where the rear of the building faces a side yard, the minimum side yard shall be 6.0 m and the minimum side</p>

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<i>Section</i>	<i>Existing</i>	<i>Requested</i>
	<i>minimum side yard abutting a street or an internal roadway shall be 7.5 m</i>	<i>yard abutting a street or internal roadway shall be 2.0 m.</i>
<i>f) Minimum Rear Yard</i>	<i>7.5 m</i>	<i>6 m</i>
<i>g) Maximum Building Height</i>	<i>10.5 m</i>	<i>10.5 m</i>
<i>h) Minimum Ground Floor Area for a Dwelling</i>	<i>(i) one storey 88 m² (ii) two storeys 50 m²</i>	<i>delete</i>
<i>i) Minimum distance between dwellings on the same lot</i>	<i>i) Any face of one townhouse shall be no closer to any side of another townhouse than 9 m.</i> <i>ii) Any face of any townhouse shall be no closer than 15 m to any face of another townhouse.</i> <i>iii) Any side of any townhouse shall be no closer than 9 m to any side of another townhouse.</i>	<i>i) Any face of one townhouse shall be no closer to any side of another townhouse than 9 m.</i> <i>ii) Any face of any townhouse shall be no closer than 15 m to any face of another townhouse.</i> <i>iii) Any side of any townhouse shall be no closer than 3 m to any side of another townhouse.</i>
<i>j) Minimum landscaped area</i>	<i>25%</i>	<i>25%</i>
<i>k) Planting strip</i>	<i>A planting strip of 1.5 m minimum in width shall be provided where the boundary of an (RM1) zone abuts an (R1) or (R2) zone.</i>	<i>Delete – not applicable</i>
<i>L) Amenity area</i>	<i>An amenity area shall be provided of a size that will contain at least 2.5</i>	<i>delete</i>

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<i>Section</i>	<i>Existing</i>	<i>Requested</i>
	<i>m² of area for each one-bedroom unit and at least 5 m² of area for each two or more bedroom units in one location for recreational use for the residents of the development.</i>	
<i>Section 17.2 – Regulations for Apartment Dwellings</i>		<i>Apply regulations for nursing homes and senior citizens apartment houses</i>
<i>a) Minimum lot area</i>	<i>150 m² per dwelling unit</i>	<i>75m2 per dwelling unit</i>
<i>b) Minimum lot frontage</i>	<i>30 m</i>	<i>30 m (for entire site). Frontage requirement deleted for land division subsequent to Plan registration, subject to site plan approval.</i>
<i>c) Minimum lot depth</i>	<i>38 m</i>	<i>38 m</i>
<i>d) Maximum density</i>	<i>65 units per hectare</i>	<i>130 units per hectare</i>
<i>e) Maximum lot coverage</i>		<i>30 percent</i>
<i>f) Minimum front yard</i>	<i>one-half the height of the building or 7.5 m, whichever is the greater</i>	<i>4 m to Meridian Way. Front yard setback to lot lines created subsequent to plan registration is deleted subject to site plan approval.</i>
<i>g) Minimum rear yard</i>	<i>one-half the height of the building or 12 m, whichever is the greater</i>	<i>7 m to northerly lot line as shown on "Park Place North Draft Plan of Subdivision. Rear yard setback to lot lines created subsequent to Plan registration is deleted subject to Site Plan Approval</i>
<i>h) Minimum interior side yard</i>	<i>one-half the height of the building or 6 m, whichever is the greater</i>	<i>4.5 m, except 0 m for an enclosed or unenclosed pedestrian bridge</i>

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<i>Section</i>	<i>Existing</i>	<i>Requested</i>
<i>i) Minimum exterior side yard</i>	<i>one-half of the building height or 5.5 m, whichever is the greater</i>	<i>one half the height of the building, or 7 m to Meridian Way, whichever is greater</i>
<i>j) Minimum landscaped area</i>	<i>35%</i>	<i>35%</i>
<i>k) Maximum building height</i>	<i>5 storeys</i>	<i>5 storeys</i>
<i>l) Minimum floor area per dwelling unit</i>	<i>(i) Bachelor 42 m²</i> <i>(ii) One bedroom 56 m² plus 9 m² for each additional bedroom</i>	<i>delete</i>
<i>m) Amenity area</i>	<i>An amenity area shall be provided of a size that will contain at least 2.5 m² area for each one-bedroom unit and at least 5 m² of area for each two or more bedroom units in one location for recreational use for the residents of the development.</i>	<i>delete</i>

Planning staff recognize that the requested zoning by-law amendment reflects the developer's desire to have flexibility in terms of the future use of Block 1 in order to respond to market changes. While Planning staff do not object to any of the requested permitted uses, it is desirable to provide a variety of housing types in this area in order to achieve a complete community and offer housing at various levels of affordability. Therefore, in addition to the regulations requested by the applicant, Planning staff recommend that a provision be added to the zoning regulations to permit not more than 50% of the units to be developed for block townhouse dwellings. This will ensure that a variety of housing types are included.

With the inclusion of this additional regulation, the proposed zoning change will conform to the policies of the Official Plan. The zone standards will allow for

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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:

Planning Justification Report dated December 17, 2020 prepared by Upper Canada Consultants

The Planning Justification Report concludes that the Park Place North Development is an appropriate Greenfield Development proposal that represents an efficient, well-designed development with access to full municipal services. The proposal is consistent with the Provincial Policy Statement and conforms to applicable Provincial Plans and policies of the Region of Niagara Official Plan and Town of Pelham Official Plans. The application proposes compatible and appropriate development for the subject lands, represents good planning and should be supported.

Urban Design Brief dated June 23, 2020 prepared by Michael Spaziani Architect Inc.

The Urban Design Brief indicates that the proposed urban design approach on this site respects the general direction of the Secondary Plan Guidelines. Through the Site Plan Application process, details with respect to building materials and landscape will be developed to the Town's satisfaction. The report concludes that the conceptual design complies with the East Fonthill Secondary Plan.

Functional Servicing Report revised April 2021 prepared by Upper Canada Consultants

The Functional Servicing Report makes recommendations for stormwater management, water and sanitary servicing. These recommendations will be required to be integrated into the engineering design for the subdivision which is required to be reviewed and approved by the Town as a condition of approval.

Stage 1 Archaeological Assessment dated July 2007 prepared by Mayer Heritage Consultants Inc.

Stage 2 Archaeological Assessment dated October 2007 prepared by Mayer Heritage Consultants Inc.

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Stage 3 Archaeological Assessment dated June 2008 prepared by Mayer Heritage Consultants Inc.

The Stage 3 Archaeological Assessment recommended no further investigation and a letter was provided by the Ministry of Culture concurring with this recommendation. Regional staff noted that the Archaeological Assessments do not address the small portion of the rear yard of 1439 Station Street also included as part of the subject lands and have requested a condition of approval (included in Appendix B) to address this.

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

Agency Comments:

The application was circulated to commenting agencies and Town Departments. The following comments have been received:

Niagara Region Planning & Development Services

"Regional staff have no objection to the proposed zoning by-law amendment and draft plan of subdivision from a Provincial and Regional perspective, subject to Block 2 being placed in an appropriate Environmental Conservation zone, as well as the draft plan conditions outlined in Appendix I. Subject to this zoning and the requested draft plan conditions, the proposal is consistent with the Provincial Policy Statement (PPS) and conforms to Provincial Plans and the Regional Official Plan (ROP) from a Provincial and Regional perspective."

Pelham Active Transportation Committee

"The Active Transportation Demonstration Plan in the East Fonthill Secondary Plan shows the multi-use path that generally follows the watercourse from the Steve Bauer Trail opposite Kunda Park ending at the southwest corner of the Park Place North development. This trail provides off-road access for pedestrians and cyclists to the Meridian Centre and the commercial area along Hwy 20. It is important that the multi-use path continue through the Park Place North Development to Hwy 20 in the area of Sobey's / LCBO to provide access to the Steve Bauer Trail on the north side of Hwy 20 at this location."

Bell Canada

Requests standard conditions of approval.

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<i>Canada Post</i>	Requests standard conditions of approval relating to Centralized Mail Facility for Multi-unit buildings.
<i>Enbridge Gas Inc.</i>	Requests standard conditions of approval.
<i>Hydro One</i>	No comments or concerns.
<i>Public Works</i>	Provided technical comments regarding the preliminary Functional Servicing Report and Plans.

Public Comments:

On November 22, 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 Summersides Boulevard and Meridian Way. A public meeting was held on December 13, 2021. No members of the public provided input in writing or verbally during the public meeting or at the time of writing of this report.

Council comments received during the public meeting were supportive of the proposed development and acknowledged the need for senior's housing with varying levels of care, accessible housing and the age in place concept that was presented by the applicant.

Staff Comments:

Commenting agencies, departments and utilities offered no objections to the applications subject to conditions. All requested conditions of approval from agencies and utilities have been included in the recommended conditions contained in Appendix B to this report.

Comments from the Pelham Active Transportation Committee (PATC) are noted and Planning staff have included a condition requiring the developer to include active transportation connections as outlined in the East Fonthill Secondary Plan Area Active Transportation Demonstration Plan as part of the future application for site plan approval.

In summary, it is Planning staff's opinion that the proposed draft plan of subdivision, official plan and zoning by-law amendments are consistent with

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Provincial policy and plans, conform to the Regional and Town Official Plans and represent good planning and therefore, should be approved subject to the recommended conditions of draft plan approval contained in Appendix B.

Alternatives:

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

Council could choose to approve the applications subject to additional modifications.

Attachments

Appendix A Park Place North Draft Plan of Subdivision

Appendix B Conditions of Draft Plan Approval

Prepared and Recommended by:

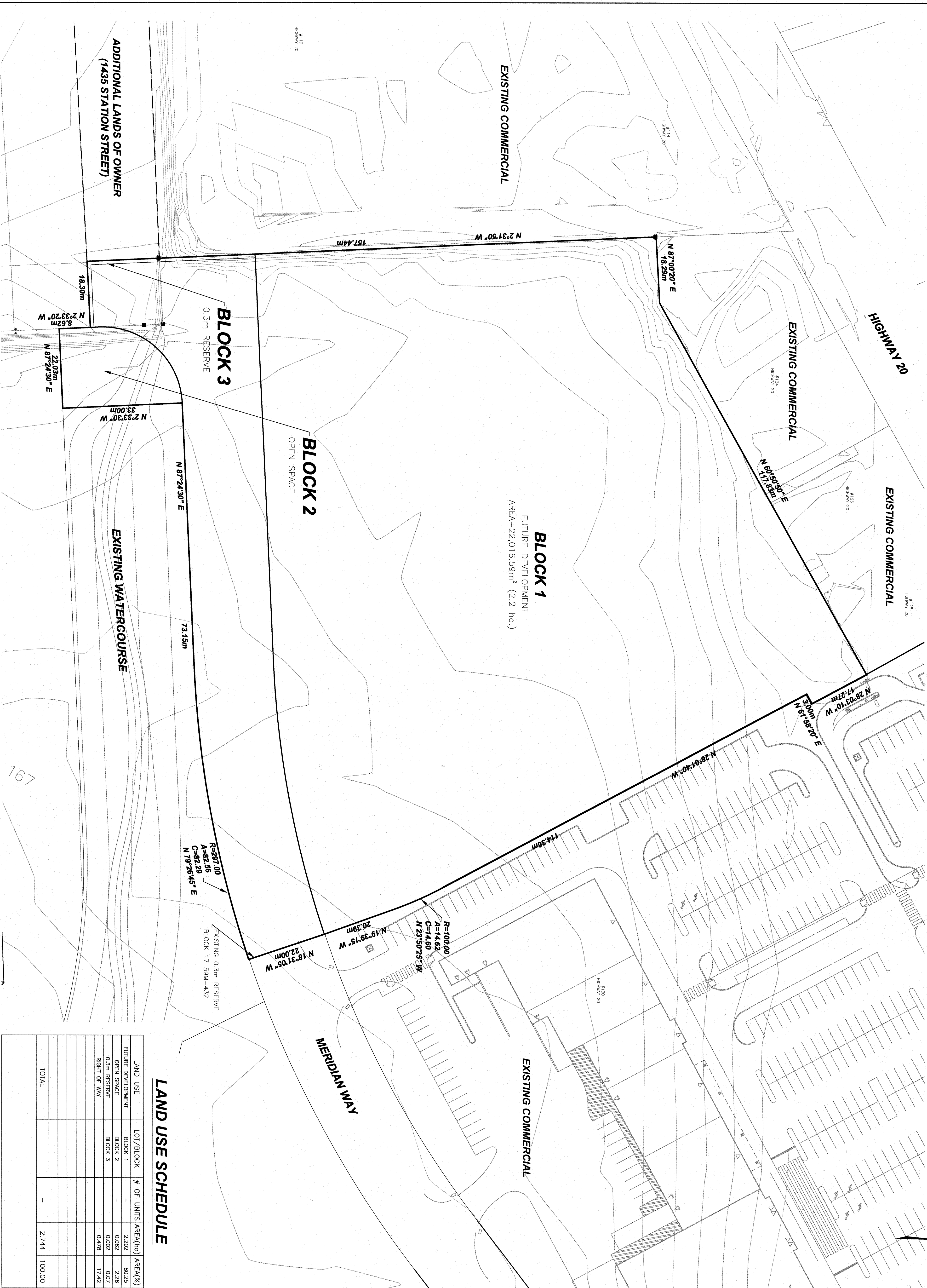
Shannon Larocque, MCIP
Senior Planner

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

Reviewed and Submitted by:

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

PARK PLACE NORTH
TOWN OF PELHAM



LAND USE SCHEDULE

LAND USE	LOT/BLOCK	# OF UNITS	AREA(m²)	AREA(%)
FUTURE DEVELOPMENT	BLOCK 1	—	2,202	80.25
OPEN SPACE	BLOCK 2	—	0.002	2.26
0.3m RESERVE	BLOCK 3	—	0.002	0.07
RIGHT OF WAY			0.478	17.42
TOTAL		—	2,744	100.00



KEY PLAN
N.T.S.

DRAFT PLAN OF SUBDIVISION

LEGAL DESCRIPTION

PART OF LOT 3 & 4, REGISTERED PLAN 717
PART OF THOROLD TOWNSHIP LOT 167
GEOGRAPHIC TOWNSHIP OF THOROLD
NOW ALL IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

OWNER'S CERTIFICATE

BEGINNING 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.

MOUNTAINVIEW HOMES (NIAGARA) LTD.
APRIL 2, 2020
DATE

JAMES SZEPILAKI (1435 STATION STREET)
NOVEMBER 10, 2020
DATE

SHARI SZEPILAKI (1435 STATION STREET)
NOVEMBER 10, 2020
DATE

SURVEYOR'S CERTIFICATE

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

J.D. BARNES LIMITED
20-16-044-00
DATE

REQUIREMENTS OF SECTION 51(17)
OF THE PLANNING ACT

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



UPPER CANADA
CONSULTANTS
ENGINEERS / PLANNERS

#	ISSUED FOR APPROVAL	DATE	M.K.
0	REVISION	2020-12-14	INT

DRAWING TITLE
DRAFT PLAN OF SUBDIVISION

DATE	JANUARY 13, 2020
PRINTED	DECEMBER 14, 2020
SCALE	1:500
DWG No.	1890-DP
REV	0

APPENDIX B

Conditions of Draft Plan Approval

Park Place North Plan of Subdivision (File No. 26T19-03-2020)

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. The conditions of final approval and registration of the Park Place North Plan of Subdivision by Mountainview Homes (Niagara) Ltd. (file no. 26T19-03-2020) Town of Pelham are as follows:

DRAFT PLAN

1. This approval applies to the Park Place North Draft Plan of Subdivision, Part Of Lot 3 & 4, Registered Plan 717, Part of Thorold Township Lot 167, Geographic Township of Thorold in the Town of Pelham, Regional Municipality of Niagara prepared by J.D Barnes Ltd. dated January 13, 2020 printed December 14, 2020 showing:
 - Block 1 for future development
 - Block 2 for open space
 - Block 3 for 0.3 m reserve
 - 0.478 ha for right of way
2. 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.
3. 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*.
4. 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 **26T19-03-2020** and referencing the conditions that are cleared.

AGREEMENTS AND FINANCIAL REQUIREMENTS

5. The Developer shall provide 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.

APPENDIX B

6. The Developer shall provide an electronic copy of the lot priority plan to the Department of Community Planning and Development.
7. The Developer shall agree to pay to the Town of Pelham all required processing and administration fees.
8. 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.
9. 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*.
10. That the Developer shall pay the applicable Town of Pelham, Niagara Region, and Niagara District Catholic School Board development charges in place at the time of the Building Permit issuance.
11. 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.
12. That the Developer agrees to pay their proportionate share of the costs associated with the establishment of the Singers Corner Municipal Drain.
13. That the Developer will not negatively impact trees on neighbouring properties.
14. That the Developer agrees to pay the required cost allocation for oversizing of the Storm Water Facility and Storm Sewer.

LAND TRANSFERS AND EASEMENTS

15. 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.
16. That the Developer shall provide the following 0.3m wide reserves to the Town of Pelham: Block 3. These must be free and clear of any mortgages, liens and encumbrances.

ZONING

APPENDIX B

17. That prior to final approval, the zoning by-law amendment application (File No. AM-12-20), which reflects the concepts provided with 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 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. That all roads and laneways within the subdivision be conveyed to the Town of Pelham as public highways.
21. That the streets be named to the satisfaction of the Town of Pelham.
22. That the Developer provides detailed engineering design drawings for the roads, sidewalks and street lighting facilities required to service the subject lands in accordance with the East Fonthill Secondary Plan Area Urban Design Guidelines to the Director of Public Works for review and approval.
23. The Developer shall be responsible for the construction of all primary and secondary services, including sidewalks, boulevard plantings and sodding/hydroseeding, in accordance with the policies of the East Fonthill Secondary Plan Area Urban Design Guidelines.
24. That the Developer agrees to provide decorative street lighting to the satisfaction of the Director of Public Works.
25. That the Developer agrees to provide a detailed streetscape plan in accordance with the East Fonthill Secondary Plan Area Urban Design Guidelines to the satisfaction of the Director of Community Planning and Development and the Director of Public Works illustrating street trees, on-street parking and driveway entrances.
26. That the Developer agrees to install sidewalk and grade and sod boulevards in accordance with the requirements of the East Fonthill Secondary Plan Area Urban Design Guidelines. All sidewalks shall be deemed to be Secondary Services and shall be completed within six (6) months of occupancy of each dwelling, except between November 15th and April 15th at which time the sidewalks must be installed as soon as possible, at the locations shown on the Plans and in accordance with the approved

APPENDIX B

Subdivision Grade Control Plan or as amended by the Director of Public Works. The sidewalks are to be constructed in their entirety in block long sections.

27. That the Developer agrees to provide curb side parking in accordance with the East Fonthill Secondary Plan Area Urban Design Guidelines to the satisfaction of the Director of Public Works.
28. 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.
29. That the Developer agrees to incorporate future vehicular and active transportation connections as outlined in the East Fonthill Mixed Use Site Master Plan and the East Fonthill Secondary Plan Area Active Transportation Demonstration Plan as part of a future Site Plan approval application for Block 1 to the satisfaction of the Directors of Community Planning and Development and Public Works.

MUNICIPAL SERVICES

30. Prior to any site alteration, or final approval, the Developer shall submit all supporting materials and engineering design, 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.
31. 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.
32. 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.
33. That the Developer submit to the Town of Pelham for review and approval by the Director of Public Works a Geotechnical Study, prepared by a qualified engineer, that verifies the soil bearing capacity, recommends appropriate sewer pipe design, pipe bedding, backfill and roadway designs.
34. That the design of all Municipal and public utility services for the Subdivision be coordinated with adjacent development.

APPENDIX B

35. That the design drawings for the sanitary sewer and stormwater drainage systems to service this development be submitted to the Regional Public Works Department for review and approval. (Note: Any stormwater management facility that may be proposed for this development would require the direct approval of the Ministry of the Environment, Toronto). The Town of Pelham is responsible for the review and approval of watermains under the MOE Water License Program.
36. That prior to registration of this plan, the Developer must obtain Environmental Compliance Approval from the Ministry of Environment, Conservation and Parks for sewer and storm water management works needed to service the proposed development. Prior to installing the watermain to service the proposed development, the Developer must submit Ministry of Environment 'Form 1' Record of Watermain.
37. 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 the approved drawings. Copies of the certification shall be circulated to the Town of Pelham and the Regional Municipality of Niagara.
38. 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.
39. 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

40. 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 42.
41. 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 and Regional Municipality of Niagara Development Services Division for review and approval.
42. 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)",

APPENDIX B

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.

PARKLAND

- 43. That the Developer shall include consideration for a parkette per Policy B1.7.9.4.2 as part of a future application for site plan approval for Block 1 to the satisfaction of the Director of Community Planning and Development.
- 44. That the Developer shall convey land for park purposes as permitted in Section 51.1 of the *Planning Act R.S.O. 1990, c. P.13* or alternatively, the Town may accept cash-in-lieu of the conveyance and under the provisions of Section 51.1 (3) of the *Planning Act R.S.O. 1990, c. P.13* and pursuant to the Town Parkland Dedication By-law 3621(2015).

ARCHITECTURAL CONTROL

- 45. The Developer/Owner agrees to comply with the East Fonthill Secondary Plan Area Urban Design Guidelines and retain the services of a Design Architect. The submission of building permit application shall include the building's licensed Architect/Designer stamp and a statement on the submitted plans comply with the East Fonthill Secondary Plan Area Urban Design Guidelines.

UTILITIES

- 46. That the Developer shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
- 47. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

- 48. The Developer agrees that should any conflict arise with existing Niagara Peninsula Energy Inc. facilities or easements within the subject area, the owner shall be responsible for the relocation of any such facilities or easements at their own cost.

APPENDIX B

49. That the Developer shall enter into any agreement as required by utility companies for installation of services, including street lighting, all in accordance with the standards of the Town of Pelham. All utilities servicing the subdivision shall be underground. Upon installation and acceptance by the Town, streetlights and streetlight electrical supply system will be added to the Town's inventory.

CANADA POST

50. The owner/developer shall provide the centralized mail facility (front loading lockbox assembly or rearloading mailroom [mandatory for 100 units or more]), at their own expense, for buildings and complexes with a common lobby, common indoor or sheltered space to the satisfaction of Canada Post.

NIAGARA REGION PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

51. That the owner submit a Stage 1 Archaeological Assessment, prepared by a licensed archaeologist, (and any required subsequent archaeological assessments) for the rear of the property known municipally as 1439 Station Street, to the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) and receive an acknowledgement letter from MHSTCI (copied to Niagara Region) confirming that all archaeological resource concerns have met licensing and resource conservation requirements prior to any development on the site. It should be noted that subsequent Stage 2, 3 or 4 study may be recommended to mitigate any adverse impacts to significant archaeological resources found on the site through preservation or resource removal and documentation. If the licensed archaeologist or the Ministry recommends/requires further Stage 2, 3 or 4 Archaeological Assessments, these report(s) must also be submitted to and acknowledged by the Ministry, to the satisfaction of Niagara Region, prior to clearance of this condition. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the Ministry through Niagara Region confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

52. That the subdivision agreement include the following clause:

"Should deeply buried archaeological remains/resources be found during construction activities, all activities impacting archaeological resources must cease immediately, and the proponent must notify the Archaeology Programs Unit of the Ministry of Heritage, Sport, Tourism and Culture Industries (416-212-8886) and contact a licensed archaeologist 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 (416-326-8800) must be contacted. In

APPENDIX B

situations where human remains are associated with archaeological resources, MHSTCI should also be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act.”

53. That the owner ensure that all streets and development blocks can provide an access in accordance with the Niagara Region policy and by-laws relating to the collection of waste and recycling throughout all phases of development. If developed in phases, where a through street is not maintained, the owner shall provide a revised draft plan to reflect a proposed temporary turnaround/cul-de-sac with a minimum curb radius of 12.8 metres.
54. That the owner shall comply with Niagara Region’s Corporate Waste Collection Policy, and complete the application for commencement of collection and indemnity agreement.
55. That the owner submit a written acknowledgement to Niagara Region that draft approval of this subdivision does not include a commitment of servicing allocation by Niagara Region as this servicing allocation will be assigned at the time of registration and any pre-servicing will be at the sole risk and responsibility of the owner.
56. That the owner submit a written undertaking to Niagara Region that all offers and agreements of Purchase and Sale, which may be negotiated prior to registration of this subdivision, shall contain a clause indicating that a servicing allocation for this subdivision will not be assigned until the plan is registered, and a similar clause be inserted in the subdivision agreement between the owner and the Town.
57. That prior to final approval for registration of this plan of subdivision, the owner shall submit the design drawings [with calculations] for the sanitary and storm drainage systems required to service this development and obtain Ministry of the Environment, Conservation and Parks, Compliance Approval under the Transfer of Review Program.
58. That prior to approval of the final plan or any on-site grading, the owner shall submit a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a qualified professional engineer in accordance with the (then) Ministry of the Environment and Climate Change documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors, to Niagara Region for review and approval:
 - a. Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and
 - b. Detailed erosion and sedimentation control plans.

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59. That the subdivision agreement between the owner and the Town contain provisions whereby the owner agrees to implement the approved plan(s) required in accordance with the condition above.
60. That Niagara Region is provided with documentation for the storm water management pond's available storage and downstream channel capacity for accommodation of the development.

Notes:

Prior to granting final plan approval, the Town must be in receipt of written confirmation that the requirements of each condition have been met and all fees have been paid to the satisfaction of the Niagara Region.

Prior to final approval for registration, a copy of the draft subdivision agreement for the proposed development should be submitted to the Niagara Region for verification that the appropriate clause pertaining to these conditions have been included. A copy of the executed agreement shall also be provided prior to registration.

In order to request clearance of the above noted Regional conditions, a letter outlining how the conditions have been satisfied, together with all studies and reports (one hard copy and a PDF digital copy), the applicable review fee, and the draft subdivision agreement shall be submitted to the Niagara Region by the applicant as one complete package, or circulated to the Niagara Region by the Town of Pelham. Clearance of Conditions

FINAL APPROVAL

61. 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.

Town Department of Community Planning and Development for Conditions 5-21 (Inclusive), 25, 29, 43-45 (Inclusive).

Town Department of Public Works for Conditions 22-42 (Inclusive)

Niagara Region Planning and Development Services Department for Conditions 51-60 (Inclusive)

Bell Canada for Condition 47

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Niagara Peninsula Energy Inc. for Condition 48.

Canada Post for Condition 50.

Board of Directors Meeting Highlights – November 19th, 2021

On Friday November 19th, 2021, the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) held its regular monthly meeting electronically. Highlights from the meeting included:

2022 NPCA Conservation Area Fee Adjustments

Following the third party review of the NPCA's direct and capital costs of conservation area operations, the Board of Directors approved the revised fee structure for conservation area admissions in 2022. The third party firm, Watson and Associates Economists Ltd, recommended that the NPCA fees adjustment be spread out over a course of three years to cover the gap in time for the 2024 Conservation Authorities Act regulatory transition period. Anticipated admission and service fee revenues will fully recover the costs to deliver active recreation programs and services, including the operation of day use conservation areas, campgrounds, facilities rentals, and educational programming.

Delegation by Friends of Twelve Mile Creek Regarding a Mountain Bike Racecourse for the Niagara 2022 Canada Summer Games

The Board heard a presentation from Guy Graveline representing Friends of Twelve Mile Creek in which he outlined concerns with the development of a mountain bike race course in the Twelve Mile Creek valley lands. As a result, the Board adopted a resolution requesting dialogue with Niagara 2022 Canada Summer Games on the present trail and future condition of the site.

Wainfleet Bog Advisory Committee Terms of Reference

The Board of Directors approved the Terms of Reference for a new NPCA Wainfleet Bog Advisory Committee. The Terms of Reference was established with an aim to provide collaborative perspective, guidance, and expert advice in the review, revision and implementation of the Wainfleet Bog Management Plan and other site strategies for the Wainfleet Bog Conservation Area. The Terms of Reference occurred in consultation with First Nations and various other relevant stakeholders.

Following approval of the Terms of Reference, NPCA staff will initiate the recruitment process to establish the Wainfleet Bog Advisory Committee. The Board advised that the approved report be circulated to the City of Port Colborne and the Township of Wainfleet.

NPCA Transition Plan in Accordance with Amendments to the Conservation Authorities Act

The Board of Directors approved the NPCA Transition Plan in accordance with Section 21.1.4 of the updated Conservation Authorities Act (CAA). The NPCA Transition Plan is required to be presented to the Ministry of the Environment, Conservation and Parks (MECP) as well as participating municipalities by no later than December 31st, 2021. The NPCA will begin taking a complete inventory of its program and services as well as the development and execution of MOU's/Agreements following the requirements set forth by Section 21.1.4 of the updated CAA.

2022ft Budgets and Municipal Levies

The Board of Directors approved of the NPCA's 2022 Draft Budgets and Municipal Levies for presentation to the participating municipalities. Staff were also directed to discuss the possibility of reinstating the Land Acquisition Reserve contributions with municipal funding partners.

The list of unfunded budget priorities for 2022 was also approved by the Board and will be provided to partner municipalities to establish potential future opportunities outside the 2022 budget through collaborative projects or external funding.

Links to Agendas, Minutes and Video:

<https://npca.ca/administration/board-meetings>

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

December 17, 2021

CL 25-2021, December 16, 2021

CSC 12-2021, December 8, 2021

CSD 75-2021, December 8, 2021

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Approval of 2022 Interim Levy Dates and Amounts

CSD 75-2021

Regional Council, at its meeting held on December 16, 2021, passed the following recommendation of its Corporate Services Committee:

That Report CSD 75-2021, dated December 8, 2021, respecting Approval of 2022 Interim Levy Dates and Amounts, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That the interim Regional levy amounts and dates **BE APPROVED** in accordance with Appendix 1 to Report CSD 75-2021;
2. That the appropriate by-law **BE PREPARED** for presentation to Regional Council for consideration and approval; and
3. That Report CSD 75-2021 **BE CIRCULATED** to the Local Area Municipalities for information.

A copy of Report CSD 75-2021 and By-law 2021-113 are enclosed for your reference.

Yours truly,



Ann-Marie Norio
Regional Clerk

:kl

CLK-C 2021-187

Approval of 2022 Interim Levy Dates and Amounts

December 17, 2021

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cc:

R. Fleming, Senior Tx & Revenue Analyst
M. Murphy, Associate Director, Budget Planning & Strategy
H. Chamberlain, Director, Financial Planning & Management/Deputy Treasurer
T. Harrison, Commissioner, Corporate Services/Treasurer
K. Beach, Executive Assistant to the Commissioner of Corporate Services

Subject: Approval of 2022 Interim Levy Dates and Amounts

Report to: Corporate Services Committee

Report date: Wednesday, December 8, 2021

Recommendations

1. That the interim Regional levy amounts and dates **BE APPROVED** in accordance with Appendix 1 to Report CSD 75-2021.
2. That the appropriate by-law **BE PREPARED** for presentation to Regional Council for consideration and approval.
3. That Report CSD 75-2021 **BE CIRCULATED** to the Local Area Municipalities for information.

Key Facts

- The purpose of this report is to approve the interim levy amounts and due dates.
- Section 316 of the *Municipal Act, 2001*, provides that the council of an upper-tier municipality may requisition an amount equivalent to 50% of the prior year's approved levy from each area municipality in order to continue core services prior to the adoption of budget estimates for the year.
- The Region's Budget Control Bylaw (2017-63, section 6.3 paragraph a.) provides that prior to Council's approval of the Operating Budget bylaw, a current year's expenditures may be incurred if a budget for a similar item existed in the previous year's operating budget and the expenditures is at the same service level as the prior year and does not exceed 50% of the amount appropriated in the previous year's operating budget. The interim levy ensures sufficient funds are available to sustain operations.
- Interim levy dates are consistent with the prior years. The local area municipalities were consulted and no alternative dates are considered.

Financial Considerations

The interim levy amounts to be requisitioned from the local area municipalities total \$202,650,307 for the General Levy and \$20,283,382 for the Waste Management special levy for a total of \$222,933,689 or 50% of the 2021 levied amounts. The interim levy will

provide sufficient cash flows for current year Region operations until approval of the 2022 operating budget and final levy amounts.

Analysis

The authority to incur expenditures by Regional departments, boards and agencies is granted by Regional Council through the annual approved operating budget as prescribed by the *Municipal Act, 2001*. Prior to the annual budget being adopted by Regional Council, bylaw 2017-63 as approved by Regional Council provides that Regional departments, boards and agencies may incur expenses up to 50% of their prior year's operating budget in order to maintain business as usual for Regional services.

Further to this, Section 316 of the *Municipal Act, 2001*, authorizes Council through a by-law to provide an interim levy equivalent to 50% of the prior year's approved estimates (subject to certain adjustments) before the adoption of budget estimates for the year. It has been the Region's past practice to levy an interim amount in order to fund Regional services prior to the approval of the annual budget and final levy amounts. As such, Appendix 1 to Report CSD 75-2021 includes the proposed interim levy dates and amounts by Local Area Municipality.

Alternatives Reviewed

Alternative thresholds were not considered as the interim levy of 50% permitted by the *Municipal Act, 2001* will generally ensure cash inflows in the shorter term are able to accommodate the level of expenditures. The *Municipal Act, 2001* does not have a requirement to approve a spending limit in advance of the budget approval however the practice has been adopted by the Region through bylaw 2017-63

Relationship to Council Strategic Priorities

The recommendations in this report align with Council's Strategic Priority of Sustainable and Engaging Government.

Other Pertinent Reports

None.

Prepared by:

Rob Fleming, MBA
Senior Tax & Revenue Analyst
Corporate Services

Recommended by:

Todd Harrison, CPA, CMA
Commissioner/Treasurer
Corporate Services

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Margaret Murphy, Associate Director, Budget Planning & Strategy, and reviewed by Helen Chamberlain, Director, Financial Management & Planning/Deputy Treasurer.

Appendices

Appendix 1 Interim Levy Payments and Dates

Appendix 1 - Interim Levy Payments and Dates

Table 1 - Interim General Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	6,295,227	6,295,227	12,590,454
Grimsby	7,727,795	7,727,795	15,455,589
Lincoln	6,114,347	6,114,347	12,228,694
Niagara Falls	21,363,065	21,363,065	42,726,129
Niagara-on-the-Lake	8,772,817	8,772,817	17,545,634
Pelham	4,287,289	4,287,289	8,574,579
Port Colborne	3,252,185	3,252,185	6,504,369
St. Catharines	26,184,956	26,184,956	52,369,912
Thorold	4,187,699	4,187,699	8,375,397
Wainfleet	1,531,526	1,531,526	3,063,051
Welland	8,396,817	8,396,817	16,793,633
West Lincoln	3,211,431	3,211,431	6,422,862
Total	101,325,151	101,325,151	202,650,303

Table 2 - Waste Management Interim Special Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	770,721	770,721	1,541,442
Grimsby	557,873	557,873	1,115,745
Lincoln	463,521	463,521	927,043
Niagara Falls	1,988,145	1,988,145	3,976,290
Niagara-on-the-Lake	439,618	439,618	879,235
Pelham	351,829	351,829	703,657
Port Colborne	510,435	510,435	1,020,869
St. Catharines	3,077,998	3,077,998	6,155,996
Thorold	434,000	434,000	867,999
Wainfleet	156,374	156,374	312,747
Welland	1,133,355	1,133,355	2,266,710
West Lincoln	257,863	257,863	515,725
Total	10,141,729	10,141,729	20,283,458

Table 3 - Total General & Waste Management Interim Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	7,065,948	7,065,948	14,131,896
Grimsby	8,285,667	8,285,667	16,571,334
Lincoln	6,577,868	6,577,868	13,155,737
Niagara Falls	23,351,210	23,351,210	46,702,419
Niagara-on-the-Lake	9,212,435	9,212,435	18,424,869
Pelham	4,639,118	4,639,118	9,278,236
Port Colborne	3,762,619	3,762,619	7,525,238
St. Catharines	29,262,954	29,262,954	58,525,908
Thorold	4,621,698	4,621,698	9,243,396
Wainfleet	1,687,899	1,687,899	3,375,798
Welland	9,530,172	9,530,172	19,060,343
West Lincoln	3,469,294	3,469,294	6,938,587
Total	111,466,880	111,466,880	222,933,760

THE REGIONAL MUNICIPALITY OF NIAGARA

BY-LAW NO. 2021-113

A BY-LAW TO AUTHORIZE A 2022 INTERIM TAX AND
WASTE MANAGEMENT SPECIAL UPPER-TIER LEVY
FOR THE REGIONAL MUNICIPALITY OF NIAGARA

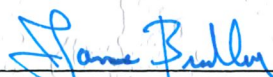
WHEREAS subsection 316 (1) and (2) of the Municipal Act S.O., 2001, Chapter 25, as amended, authorizes the Council of an upper-tier municipality to requisition an amount not exceeding 50% of the prior year's levy from each lower-tier municipality prior to Niagara Regional Council's adoption of its final levy for the year; and

WHEREAS in order for the Niagara Region to continue providing services and pay the related costs, it is necessary to request, as an interim measure, a levy from the Area Municipalities to bridge the period until the tax rate by-law is approved.

NOW THEREFORE the Council of The Regional Municipality of Niagara enacts as follows:

1. That a 2022 interim general levy in the amount of \$202,650,303 which represents 50% of the Niagara Region's 2021 general taxation levy, be requested from the Area Municipalities.
2. That a 2022 interim special levy in the amount of \$20,283,458 which represents 50% of the Region's special upper-tier levy for 2021 Waste Management purposes, be requested from the Area Municipalities.
3. That the respective Area Municipalities be required to remit the interim levies in two equal installments on the dates, and in the amounts, as outlined in Schedule A attached hereto (from Report CSD 75-2021).
4. That this by-law shall come into force and effect on January 1, 2022.

THE REGIONAL MUNICIPALITY OF NIAGARA


James Bradley, Regional Chair


Ann-Marie Norio, Regional Clerk

Passed: December 16, 2021

Schedule A

Table 1 – Interim General Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total
Fort Erie	6,295,227	6,295,227	12,590,454
Grimsby	7,727,795	7,727,795	15,455,589
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Port Colborne	510,435	510,435	1,020,869
St. Catharines	3,077,998	3,077,998	6,155,996
Thorold	434,000	434,000	867,999
Wainfleet	156,374	156,374	312,747
Welland	1,133,355	1,133,355	2,266,710
West Lincoln	257,863	257,863	515,725
Total	10,141,729	10,141,729	20,283,458

Schedule A

Table 3 – Total General & Waste Management Interim Levy (\$)

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Grimsby	8,285,667	8,285,667	16,571,334
Lincoln	6,577,868	6,577,868	13,155,737
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Niagara-on-the-Lake	9,212,435	9,212,435	18,424,869
Pelham	4,639,118	4,639,118	9,278,236
Port Colborne	3,762,619	3,762,619	7,525,238
St. Catharines	29,262,954	29,262,954	58,525,908
Thorold	4,621,698	4,621,698	9,243,396
Wainfleet	1,687,899	1,687,899	3,375,798
Welland	9,530,172	9,530,172	19,060,343
West Lincoln	3,469,294	3,469,294	6,938,587
Total	111,466,880	111,466,880	222,933,760

Note: Difference may exist due to rounding.

To: Members of Council, Town of Pelham

From: Pelham Active Transportation Committee

Re: Steve Bauer Trail Nomenclature

As you are all aware, the trails in Pelham, and most particularly the Steve Bauer Trail system, are all well used and enjoyed by residents. The Pelham Active Transportation Committee has been discussing several issues related to the trails including safety, trail etiquette and trail identification.

The Steve Bauer Trail is a 22 km system of trails in Fonthill. Each section of the trail is called the Steve Bauer Trail and is not differentiated by name from any other section. This may be confusing in the case of an emergency if an injured person cannot readily identify their location on the trail.

At the December 21, 2021 meeting of the Pelham Active Transportation Committee, members approved the following motion:

That Council direct staff to identify methods of additional identification for safety and descriptive purposes for the Steve Bauer Trail system.

Thank you for considering this request.

On behalf of the Pelham Active Transportation Committee:

Bea Clark, Chair

Brian Baty, Vice-Chair

Rhys Evans, member

Bob Fish, member

Lisa Gallant, Recorder

Dave Nicholson, member

Barb Rybiak, member

Ex-Officio: Councillor John Wink, Town of Pelham and Regional Councillor Diana Huson

January 3, 2022

Subject: Vision Zero Road Safety Program

Recommendation:

BE IT RESOLVED THAT Council receive Report # 2022-0004 – Vision Zero Road Safety Program, for information;

AND THAT Council direct the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement as attached as Appendix (A) BE APPROVED for purposes of advancing the Vision Zero Program;

AND THAT Council authorize and direct the Mayor and Clerk to execute the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement.

Background:

For many years, Niagara Region Staff have been dealing with concerns raised by residents regarding speeding on regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes. A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads.

A step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding by enhancing a safe systems approach, and drawing solutions from engineering, enforcement, education, engagement and evaluation. Those solutions focus on 6 emphasis areas of pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving.

Niagara Region HOW WE GO Transportation Master Plan defined programs and infrastructure improvements required to address transportation and growth needs from today through to 2041. One of the main goals is to provide integrated network of roads and highways for the safe movement of people and goods.

The proposed Vision Zero Road Safety Program is a critical vehicle for building a safe and inclusive community. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users. Niagara Region is undergoing significant change and by 2041 will have grown and evolved on

economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

The purpose of this report is to seek Council's approval of the required amendments to the Niagara Region Courts Inter-Municipal agreement (IMA) in support of a financially sustainable Region led Vision Zero Program.

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic. The Niagara Region's Vision Zero Program will include Automated Speed Enforcement (ASE) and Red Light Cameras (RLC) (the "Program").

The Program was approved as part of the Region's 2020 budget, contingent on successful negotiations of a revised IMA with the LAMs to address apportionment of revenue and costs of the program.

Regional staff received authorization from Regional Council to initiate discussions with the LAMs regarding the required amendments to the IMA, and were directed to report back to Regional Council on the outcome of those discussions in November 2019 (PW 64-2019).

Guiding principles of improving road safety and equitable financial outcomes were considered during discussions with local area municipal CAO's and treasurers.

Given the significant upfront financial investment required on the part of the Region for the implementation of the Program, the amending agreement to the IMA has been drafted to allow the Region to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.

The Amending Agreement attached as Appendix A is proposed for a term of three (3) years from the Effective Date and includes an opportunity for the parties, on or about two (2) years from the Effective Date, they will engage in discussions to collectively review available data related to the Program for purposes of considering long-term projections and plans for the Program, including possible sites for future capital investment and any further amendments that may be required to the IMA.

An amendment to the IMA dated April 26, 2000, requires approval of all 12 local area municipalities and the Region.

In the event that the Amending Agreement is not approved, the Program, based on the current Regional Council approval and Regional Staff assessment of financial viability, would not proceed.

Analysis:

Regional Staff received authorization from Regional Council to initiate discussions with the LAMs regarding the required amendments to the IMA, November 2019 (PW 64-2019).

Region staff met initially with LAMs' treasurers and CAOs in March 2019; with follow-up discussions with the CAO group in September 2019. The delay in discussions was a result of staff's attention being allocated to pandemic response, with a renewed focus on the initiative in the fall of 2020. Regional presentations and discussions have centred on program overview, financial implications and proposed amendments to the IMA with guiding principles of improving road safety and equitable financial outcomes.

The implementation of the Program by the Region requires a significant upfront investment, and as such the Amending Agreement provides that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.

The original IMA was approved by the 12 local area municipalities and the Niagara Region on April 26, 2000 with revenue sharing arrangement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs; which will apply to net Vision Zero Revenues.

Regional Council has expressed support for an amendment to the IMA that would allow the Region to recover the costs of the Program from gross revenues to ensure it is financially sustainable; and thereafter share net revenues 50/50 with the local area municipalities.

Term of Agreement

The proposed term of this Amending Agreement is three (3) years from the Effective Date (being the date the first ticket issued under the Program is filed with the Court) and includes an opportunity for the parties, on or about two (2) years from the Effective Date, to engage in discussions to collectively review available data related to the Program for purposes of considering long-term projections and plans for the Program, including possible sites for future capital investment and any further amendments that may be required to the IMA.

A minimum commitment of three (3) years is being requested to get the Program up and running. This time will allow the Region to ensure there is enough data to assess the Program, to produce robust data to demonstrate that it is making a difference to driver behaviour and increasing road safety. There is financial risk initially as there are many unknowns associated with volumes, staffing levels required, timing and collections of infraction revenue. A minimum of three (3) years of 100% of the Vision Zero infraction revenue in excess of Court Services' operating costs is anticipated to be required to cover the Region's investment over those three (3) years.

Revenue Distribution

Given that the charges issued under the Program are processed by Court Services through the Provincial Offences Court, infraction revenue from the Program will flow through Court Services similar to other traffic ticket revenue. Vision Zero related infraction revenue will be segregated and will be used firstly to offset the Program Court costs incurred by Court Services; and then to fund the capital and operating costs associated with the implementation and operation of the Program. Any remaining revenue will be distributed pursuant to sections 8.2 and 8.3 of the IMA.

In the event that the Program gross revenues are less than the Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution, so that the net revenues distributed to all municipalities, with the exception of the Region, are not negatively impacted by the Program. In subsequent years, any net Program revenues will first be used to repay the Region for previous years' deficit and then used for the operation and reinvestment in the Program.

Reporting Requirement

The Amending Agreement includes a requirement to report to Regional Council on an annual basis regarding operational costs and technical performance of the Vision Zero Program and the use of the net Vision Zero Program revenues to ensure transparency.

Approval of the Amendment to the Agreement

Similarly, to the original IMA dated April 26th, 2000 each of the 12 LAM Councils and Regional Council would need to approve the execution of the Amending Agreement in order for the revisions to take effect. In the event that the Amending

Agreement is not approved, the Program, based on the current Regional Council approval and Regional Staff assessment of financial viability, would not proceed.

Regional Staff believe that the Program is critical to enhancing road safety for all residents of, and visitors to, the region and accordingly are seeking to advance implementation of the Program in or about Q2 2022.

Region Lead

A Region led Program will mean the Region is responsible for the consistent delivery of the Program, stakeholder engagement and fielding questions or concerns from the public related to the Program. The Region will assume the financial risk during implementation of the Program, such as covering the significant upfront financial investment, uncertainty around revenue collection and ensuring there are adequate funds available to offset costs. The Region is a current member of ASE working group and will be able to leverage this relationship during implementation. Initial investments in ASE technology at the outset will be in approved community safety zones on Regional Roads. Regional Roads have larger intersections, higher speeds and volumes, as such the technology will have the largest impact on these roads. Investment will be undertaken strategically based on consultant recommendations to ensure the largest community impact. The goal of this Program is to change driver behaviour throughout the region with a strategic broad lens to implications to all 12 LAMs.

Administrative Monetary Penalty System

Region Transportation staff are participating in a working group established by the Ontario Traffic Council related to possible legislation being considered by the Province that would permit municipalities to process vision zero related charges outside of the Provincial Offences Court through an Administrative Monetary Penalty System (AMPS); similar to the way local area municipalities currently deal with parking by-law offences. If the legislation is approved and implemented, charge revenue related to the Program would not flow through the POA courts, and there would be a need to establish and resource an AMPS framework to manage these charges in its place.

Financial Considerations:

Infractions issued under the Program will be processed through Niagara Region Provincial Offences Court which is administered by the Court Services division of the Niagara Region. Under the revenue sharing methodology prescribed by the IMA, the

Region and the 12 local area municipalities (LAMs) share net revenues 50/50; this would include net revenues realized as a result of the Program.

The establishment of the Program will require significant upfront investment and ongoing operating costs, including but not limited to: equipment installation, leasing and maintenance costs, infrastructure upgrades, communication and education. The proposed Amending Agreement would allow the Region to recover the Program Implementation and Operating Costs (as defined in the Amending Agreement) from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues.

As part of the 2020 Regional Operating Budget, Regional Council approved a business case for the Program (see Appendix B - 2020 Business Case – Vision Zero Road Safety Program). That business case outlined costs to be incurred for both Court Services and the Niagara Region (in the transportation and business licensing divisions), in the first full year of operations, of approximately \$4M annually with a break even ticket volume of approximately 32,500 tickets. It is anticipated that the tickets generated from the Program will allow for enough funds to cover both the increased costs in Court Services as well as to cover the costs to implement and operate the program in the first 1 – 3 years. The Program has been included in the Court Services 2022 operating budget with an estimated start date of Q2 2022 and revenues equal to expenditures. There will be no anticipated net revenues available for distribution in relation to the Program in 2022.

According to Provincial Guidelines, any municipal revenue collected under a Municipal ASE program that exceeds the costs of delivering the Municipal ASE program is required to be used to support local public safety and educational initiatives. Based on this guideline, all revenue that exceeds the costs of delivering the Program would be used for future reinvestment into the Program. Reinvestment includes such things as strategically expanding technology, intersection improvements, geometrics, street lighting, signage, pavement markings and pedestrian crossovers, communications and education platforms.

The Region Transportation Services Division shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Amending Agreement similarly provided that the local area municipalities agree to use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region's operation and enhancement of the Vision Zero Program to be in alignment with Provincial requirements. Further recognizing the Provincial reporting required to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Amending Agreement specifies that the local area municipalities will also provide reporting as necessary

to achieve alignment with Provincial reporting requirements established from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.

The goal of the Program is to change driver behavior and to reduce overall speeding on roads within the region. The financial impact of reduced speeding tickets on the LAM revenue distribution is difficult to estimate until trends from the Program are available. Worst case scenario, if no speeding tickets were issued by NRPS annually, the lost revenue available for distribution is estimated at \$80,000 for all 12 LAMs. In relation to RLC tickets, there are very few red light tickets issued annually by the NRPS. The worst case impact to the distribution to the LAMs if no red light tickets were issued is estimated at \$6,000 for all 12 LAMs.

It is anticipated that the Niagara Regional Police Service will continue to allocate similar resources to policing roads throughout the region and would be able to shift their focus to areas outside of the ASE and RLC areas.

Alternatives Reviewed:

Council may decide not to amend the Niagara Region Courts Inter-Municipal Agreement which supports the Vision Zero Safety Initiative. Staff do not support this course of action due to the fact that the Region requires approval and support from all 12 LAM's in order for the Vision Zero program to proceed. Based on the concerns regarding traffic speeding on Town roads (especially in highly sensitive areas such as school zones) staff are in support of the Region's Vision Zero initiative.

Strategic Plan Relationship: Strong Organization

The proposed Vision Zero Road Safety Program is a critical part in building a safe and inclusive community. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users.

Consultation:

Consultation was undertaken with Niagara Region staff, the Fire Chief and the Town Solicitor in the preparation of this report.

Other Pertinent Reports/Attachments:

- Appendix A Niagara Region Courts Inter-Municipal Agreement-Amendment 2
- Appendix B 2020 Business Case – Vision Zero Road Safety Program
- PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
- PW 36-2019 Red Light Camera
- PW 38-2019 Community Safety Zones
- PW 64-2019 Vision Zero Road Safety Program

- PW 2-2020 Implementation of Automated Speed Enforcement

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

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 20_____.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s implementation of the Vision Zero Program to be financially sustainable, the initial capital and ongoing operating costs to establish and operate the Vision Zero Program would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement (ASE), Red Light Camera (RLC) enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program; and,

“Vision Zero Program Implementation and Operating Costs” means the costs incurred by the Region related to initial establishment of the Vision Zero Program approved by the Council of the Region as part of the 2020 Regional budget approval process, being comprised of (a) the capital costs of the installation of 10 RLC units and 4 ASE units; and, (b) the ongoing operating costs and expenses to administer the Vision Zero Program, subject to annual adjustments as may required pursuant to applicable agreements, including but not limited to:

- i. all staffing and training;
- ii. consulting services;
- iii. equipment fees, operation and maintenance;
- iv. fees and charges imposed pursuant to agreements required to be entered into by the Region to implement the Vision Zero Program, including by the Ministry of Transportation and the Joint Processing Centre;
- v. communication and public education; and
- vi. related infrastructure maintenance such as signage, pavement markings and intersection improvements.

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment and ongoing operating costs and as such agree that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
3. The Region shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Municipalities shall use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region’s operation and enhancement of the Vision Zero Program. Recognizing the Provincial reporting to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Municipalities shall report to the Region in such form and with such frequency as necessary to achieve alignment with Provincial reporting requirements from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding: Vision Zero Program Implementation and Operating Costs; the use of the Region’s share of the net Vision Zero Program revenues; and the technical performance of, and any proposed enhancements to, the Vision Zero Program.

5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs and revenues separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the gross Vision Zero Program revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.
9. The term of this Amending Agreement will be three (3) years from the Effective Date. The parties agree that on or about two (2) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.

12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Name:
Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF THOROLD

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF WELLAND

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF WEST
LINCOLN**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

Name:
Title:

Name:
Title:

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Public Works-Levy - Transportation Planning; Business Licensing; Court Services

Initiative Start Date: January 01, 2020

Reason for Business Case: Operating Project

Description of program change:

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic. The Vision Zero Road Safety Program strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users.

The implementation of the Vision Zero Road Safety Program will impact the Regional Transportation, Business Licensing and Court Services Operating Budgets, at an estimated annual gross cost, including the mandatory Victim Fine Surcharge paid to the Ministry of the Attorney General, of approximately \$5 - \$5.8 million (\$3.5 million in 2020 for a partial year of operation, dependent upon timing and duration of implementation).

Transportation Services will be responsible for the operation of the Vision Zero program, including monitoring, evaluation and expansion. Budgeted costs include equipment-related costs, ticket processing charges through a Joint Processing Centre (JPC), MTO charges, staffing and other and are estimated at approximately \$2.28 million on an annual basis (\$1.725 million in 2020 for partial year of operation).

Business Licensing will act as the Provincial Offences Officer and will be responsible for the processing the delivery of the tickets between the JPC and Court Services. Annual costs are estimated at approximately \$34,000.

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Costs are estimated at \$2.7 - \$3.5 million annually and include the Victim Fine Surcharge, as well as adjudication and court-related costs, ticket processing and staffing costs (\$1.8 million in 2020 for partial year of operation). Costs are expected to increase if ticket volumes increase over time.

The operating costs for the program are conservatively estimated to be fully recovered from fine infraction revenue. However, this is dependant upon the ability of Niagara Region to recover its full operating costs, which would require an amendment to the Niagara Region Courts Inter-municipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required and have been authorized by Council. Staff will engage the LAMs to review the Niagara Region Courts Inter-Municipal Agreement as it pertains to net revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region.

It is important to note that the Vision Zero program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the sharing of revenues and operational costs, and therefore no net revenue has been included in the 2020 budget.

Niagara Region experiences a high collision fatality rate when compared to other jurisdictions in Southern Ontario. Deployment of Automated Speed Enforcement (ASE) cameras at school zones and community safety zones, reference to the Province of Ontario Safer School Zones Act - 2017, will facilitate the municipal adoption of this technology on roads with speed limits under 80 km/h in school and community safety zones.

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Red Light Cameras (RLCs) have been operating in the Province since November 2000 and have so far been installed in 7 Ontario municipalities. The RLC program and processes are well established and respected for their consistency and quality. For legal and practical reasons, all components of the program, from the equipment used through to the processing of the violations, are identical for all participating municipalities within Ontario.

RLCs are an effective safety tool since they reduce the incidence of motorists running red lights. Red light running is one of the causes of angle or "t-bone" collisions, the most severe type of collision that often results in serious injuries. A review of Niagara Region's collision database indicated that there are an average of 60 right-angle collisions at signalized intersections per year. The most reliable statistics currently available suggest that RLCs can reduce the frequency of right-angle collisions by 25%.

Business Reasons for Program Change:

For many years, Niagara Region Staff have been dealing with concerns raised by residents regarding speeding on regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes. A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads.

A step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding by enhancing a safe systems approach, and drawing solutions from engineering, enforcement, education, engagement and evaluation. Those solutions focus on 6 emphasis areas of pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving.

Supports Council's Strategic Priorities: Businesses and Economic Growth, Healthy and Vibrant Community, Responsible Growth and Infrastructure Planning, Sustainable and Engaging Government

Niagara Region HOW WE GO Transportation Master Plan defined programs and infrastructure improvements required to address transportation and growth needs from today through to 2041. One of the main goals is to provide integrated network of roads and highways for the safe movement of people and goods.

The proposed Vision Zero Road Safety Program is a critical part in building a safe and inclusive community. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users. Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Staffing Impact:

14 Permanent, Full Time, 1 Student - Non-Union and CUPE 1287

Total Cost of Staffing Position: - 2020 \$933,303, 2021 - \$1,177,839

Staffing Implementation Date: January 01, 2020

The implementation of the Vision Zero program will require additional staffing complement in both Transportation Services and Court Services as detailed below:

Transportation Services - 2 permanent, full-time non-union project manager FTE's and 1 non-union student will be required to implement, monitor and expand the Vision Zero program in future.

Court Services - 12 permanent, full-time FTE's, 1 non-union and 11 unionized CUPE 1287, will be required to manage the significant increase in ticket volumes that will be processed through the Court system with the implementation of the Vision Zero program. The non-union position will be a Prosecution Coordinator position. The unionized positions will consist of 9 Court Clerks and 2 Trial Coordinators.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Financial Impact Summary	Current Year Impact		Multi Year Impact	
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Beyond</u>
	3,546,591	5,058,960	5,759,125	
Gross Revenues	(3,546,591)	(5,058,960)	(5,759,125)	
Net Impact to levy				
% Change over prior year	0.000%			

Prepared by Division Manager:
Reviewed by Program Financial Specialist:
Approved by Director / Commissioner:

Sulaf Al Karawi/ Jackie Foley
Brian McMahon/ Sara Mota
Carolyn Ryall/ Donna Gibbs/Angelo Apfelbaum

VISION ZERO ROAD SAFETY PROGRAM

			Total Vision Zero			Red Light Camera (RLC)			Automated Speed Enforcement (ASE)		
			2020	2021	2022	2020	2021	2022	2020	2021	2022
Revenue:											
	Gross Ticket Revenue		\$ 3,546,591	\$ 5,058,960	\$ 5,759,125	\$ 878,977	\$ 1,444,309	\$ 1,052,475	\$ 2,667,615	\$ 3,614,651	\$ 4,706,650
	less: Victim Fine Surcharge expense		(723,710)	(1,057,160)	(1,447,420)	(138,320)	(276,640)	(276,640)	(585,390)	(780,520)	(1,170,780)
	Net Ticket Revenue		\$ 2,822,881	\$ 4,001,800	\$ 4,311,705	\$740,657	\$1,167,669	\$ 775,835	\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
Expenses:											
Transportation Services	Equipment Costs		\$ 388,292	\$ 714,356	\$ 319,390	\$290,978	\$ 581,956	\$ 186,990	\$ 97,314	\$ 132,400	\$ 132,400
	Ticket Processing Costs		601,625	804,250	1,143,250	93,125	126,250	126,250	508,500	678,000	1,017,000
	Staffing		282,899	288,557	294,328	115,098	117,400	119,748	167,801	171,157	174,580
	Other		452,500	475,000	475,000	72,500	95,000	95,000	380,000	380,000	380,000
			1,725,316	2,282,163	2,231,968	571,701	920,606	527,988	1,153,615	1,361,557	1,703,980
Business Licensing											
	Processing and Delivery Costs		\$ 26,528	\$ 34,089	\$ 34,092	\$ 3,626	\$ 6,193	\$ 6,197	\$ 22,902	\$ 27,896	\$ 27,896
Court Services											
	Staffing		\$ 650,404	\$ 889,282	\$ 1,178,678	\$124,213	\$ 168,637	\$ 169,161	\$ 526,191	\$ 720,645	\$ 1,009,517
	Courtroom Costs		240,300	529,600	532,800	19,700	39,400	39,656	220,600	490,200	493,144
	Ticket Processing Costs		108,000	148,500	216,000	6,750	13,500	13,500	101,250	135,000	202,500
	Other		72,333	118,167	118,167	14,667	19,333	19,333	57,667	98,833	98,833
			1,071,037	1,685,548	2,045,645	165,330	240,870	241,650	905,708	1,444,678	1,803,994
	Total Expenses (excluding Victim Fine Surcharge)		\$ 2,822,881	\$ 4,001,800	\$ 4,311,705	\$740,657	\$1,167,669	\$ 775,835	\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
Net Revenue (Cost)			\$	\$	\$	\$	\$	\$	\$	\$	\$

Total Expenses per above (excluding Victim Fine Surcharge)	\$ 2,822,881	\$ 4,001,800	\$ 4,311,705
add: Victim Fine Surcharge Costs	723,710	1,057,160	1,447,420
Total Expenses including Victim Fine Surcharge	\$ 3,546,591	\$ 5,058,960	\$ 5,759,125

\$ 740,657	\$ 1,167,669	\$ 775,835
138,320	276,640	276,640
\$ 878,977	\$ 1,444,309	\$ 1,052,475

\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
585,390	780,520	1,170,780
\$ 2,667,615	\$ 3,614,651	\$ 4,706,650

Subject: Automated Speed Enforcement – Safer School Zones Act

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to partner with the Ministry of Transportation, the Ministry of the Attorney General, and other partnering Municipalities in the Ontario Traffic Council's (OTC) Automated Speed Enforcement (ASE) Working Group (WG) to set-up a consistent program for all Municipalities in which to operate ASE technology in Ontario, with a target date of Fall 2019 for Legislative Approval.
2. That Regional Staff **REPORT BACK** to Public Works Committee upon completion of the OTC working group review and RFP findings, on the award terms and conditions for the Province approved Vendor to supply, install, operate and maintain the ASE System throughout Niagara Regional roads, for a five-year period from 2019 to 2023 with the option to extend up to five additional years; including Transportation operating costs.

Key Facts

- Speeding is a primary crash factor and a leading road safety problem, often contributing to one-third of fatal crashes and serving as an aggravating factor in most crashes.
- In 2016, fatal and serious injury collisions on Niagara Regional roads increased by 9.31% over 2015 recorded statistics.
- The statistical analysis of 2016 ranked Niagara Region 20% higher in the number of collisions than similar jurisdictions within Ontario.
- There were approximately 2,648 traffic collisions on Niagara Regional roads in 2017, of which, approximately 17 collisions resulted in traffic fatalities and 324 in serious injuries.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding; in particular in school zones.
- Bill 65 – Safer School Zones Act, 2017 allows Municipalities, through by-law, to implement and operate technology-based enforcement in community safety zones and school zones on roads under their jurisdiction.

- Automated speed enforcement is complementary to traditional enforcement, focusing on school safety zones and community safety zones.
- The OTC has formed a multi-Municipal working group consisting of Municipalities across Ontario, the Ministry of Transportation Ontario and the Ministry of the Attorney General to develop and cost-share an ASE program for Municipalities throughout the Province.
- By participating in the Working Group Committee, Niagara Regional Staff will have the opportunity to ensure that the needs of Niagara Region will be incorporated in the ASE program and Staff will understand the requirements associated with implementing this new safety tool.

Financial Considerations

Initial funding of this safety initiative will be covered under the approved 2019 Transportation Services Operating Budget for the cost of partnership with the other Municipalities and OTC resources to discuss threshold speeds, site selection criteria, prosecuting issues, legal agreement, communications, joint processing centre requirements, RFP evaluation and other important program details.

Regional Staff will be finalizing and reporting back to the Public Works Committee details of implementation, operation and cost for further consideration. This will be jointly discussed and finalized with Legal and Court Services Staff and introduced as part of that upcoming report.

Analysis

On May 30, 2017, the Ontario Legislature passed Bill 65, the Safer School Zones Act that amended the Ontario Highway Traffic Act (HTA) to, among other things, authorize Municipalities to use ASE technology (known as photo radar) as a tool to address vehicle speed concerns and collision patterns involving speeding.

The Ministry of Transportation is currently preparing the necessary regulations to allow for the implementation of Bill 65. It is anticipated that these changes will be brought forward in Fall 2019, following which municipalities will be able to employ the use of the ASE in community safety and schools zones.

Bill 65 – Safer School Zones Act

Bill 65 amendments to the HTA permits Municipalities to utilize ASE in school zones and in community safety zones where the prescribed rate of speed is less than 80 km/h, and to reduce speed limits on roads with statutory speed limit of 50 km/h by designating areas (by by-law) where speed limits may be lower.

The Ministry of Transportation, in coordination with Ontario Traffic Council, the City of Toronto and 15 other Municipalities is currently developing the necessary regulatory changes to allow for the above.

Ontario Traffic Council (OTC)

The OTC mission statement is “OTC is the voice for enhancing the engineering, education and enforcement sectors of the traffic management sector in Ontario”. As part of their mandate, OTC organized the ASE Working Group that includes to date 15 Municipalities, the Ministry of Transportation and the Ministry of the Attorney General to discuss the development and implementation of ASE. Niagara Regional Staff aim to work in partnership with all parties in the working group to set-up a consistent program for Municipalities in which to operate ASE in Ontario.

A RFP for the supply, installation, operation and maintenance of ASE equipment was issued by the City of Toronto in April 2019. All participating Municipalities will be able to partake in the execution of the ASE contract. This process ensures the same equipment is used throughout the Province with cost savings associated with group purchasing. Similar to the red light camera program, the Ontario Highway Traffic Act would have to be amended to include the specific model of ASE equipment. Municipalities will only use the equipment specified in the Highway Traffic Act.

The ASE WG is also drafting guidelines for the use of temporary and permanent ASE equipment. The guidelines will include recommendations for where ASE should be used, not used and suggestions to help Municipalities optimize the use of the ASE. At this stage, the proposed ASE will be restricted to school zones and community safety zones only. ASE outside those areas are not anticipated at this time.

Provincial Offences Act Court Implications

Speeding infractions are handled by the Municipal Provincial Offences Act Courts pursuant to a Memorandum of Understanding with the Province. In some municipalities there is a concern that Automated Speed Enforcement may overwhelm the court system and that the Province will not be able to supply enough Justices of Peace for trials. This is not anticipated to be the case in Niagara Region.

To facilitate the prosecution of offences, a Joint Processing Centre will be introduced as the best model to ensure consistency and integrity in the operations of ASE. This process would allow Municipalities to share and reduce Municipal operating costs associated with processing infractions. The City of Toronto will establish the Joint Processing Centre for ASE infractions in the Province for all Municipal partners.

Details of Fall 2019 Report to Public Work Committee

To date, nine Municipalities are designated to introduce automated speed enforcement by December 1, 2019, namely, City of Toronto, City of Mississauga, City of Burlington, City of London, City of Brampton, City of Ottawa, Town of Ajax, Regional Municipality of Peel, Regional Municipality of Waterloo, and Regional Municipality of Durham to place 189 automated speed cameras. In total, sixty (60) cameras will be fully operational by December 2019.

With the approval of the Public Works Committee, this will also allow Niagara Region to be a partner of this program.

The Staff report will be prepared to provide an update to the Public Works Committee on:

- Information on how the automated speed enforcement program will be administered and operated throughout the Province
- Financial impact of the program for the proposed 2020 budget
- Results of the Request for Proposal (RFP) 9148-19-0048 for the provision of Automated Speed Enforcement Services in the Province issued by City of Toronto
- Request authority to award the contract to the recommended bidder
- Request authority to enter into operational agreements with Joint Processing Center and Ontario Ministry of Transportation
- Details of communication and education plan

Relevant Consultation

This report has been written in consultation with Staff from Legal and Court Services, Public Health, and the members of the Niagara Student Transportation Services, the Ontario Traffic Council and Steering Committee Automated Speed Enforcement Working Groups.

Alternatives Reviewed

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This

recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

Prepared by:

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Associate Director
Transportation Planning

Recommended by:

Catharine Habermebl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Subject: Red Light Camera

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Report PW 36-2019 **BE RECEIVED** for information.

Key Facts

- Niagara Region Staff are developing a business case to study the feasibility of operating a Red Light Camera (RLC) program throughout Niagara Region.
- Niagara Region Staff will report to Public Works Committee as a component of the Road Safety Plan for Niagara Region on the business case results and final recommendations to operate a RLC system by the end of the 2019 calendar year.
- Collisions involving pedestrians, cyclists or vehicles occur at signalized intersections with a high chance of causing serious injury or death.
- Approximately 20% of reportable collisions on Niagara Regional roads in 2016 and 2017 were angle collisions, with a 1.2% increase in 2018.
- In total, there were 947 collisions at Niagara Regional intersections from 2008 to 2017.
- The Province of Ontario legislated that Municipalities can operate a "Red Light Camera" system since November 2000. The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users. Appendix 1 provides further details on red light camera operations and those Municipalities already implementing the program.
- Since the introduction of RLCs, the number of angle collisions have been decreased within those Municipalities that have adopted RLCs (fatality collisions by 40%, Injury collisions by 37%), and the numbers of serious injury for rear-end collisions have decreased by 14% (no record of fatality collisions in rear-end collisions). These benefits also transfer to driver behavior at other intersections that do not have RLCs (a recent study showed a 10.7% reduction in overall collisions and a 22.7% reduction in severe collisions at none-RLC intersections).

Financial Considerations

Funding for this business case will be provided from the 2019 Transportation Services Operating Budget. An RFP will be issued to engage a Consultant to develop a business case for Niagara Region. This will include the associated cost-benefit analysis and setting out the targets, policies, and action plans that will guide Niagara Region in creating safer roads by reducing the number and severity of motor vehicle collisions at intersections.

Future capital and operating costs associated with this program will be considered as part of future budget deliberations by Council.

Analysis

The Province of Ontario introduced the RLC enforcement pilot project for prosecuting red light offenders using photo evidence in 2000. The resulting evaluation study indicated the program was a success and in August 2004, legislation became permanent. Currently, the program is running under Phase 3 which started in 2017 and will be operational through 2021, with an option to join a five (5) year period from 2022 to 2026. Niagara Region will be investigating potential start dates to join the red light camera program and will be bringing this back for consideration in a future report to Council.

Collisions resulting from red light running tend to be more severe than other intersection collisions because they usually involve at least one vehicle travelling at higher speeds. In the most severe collisions, the vehicles hit each other at right angles. The resulting side-impact collisions cause severe injuries, sometimes leading to death.

It can be a challenge, time-consuming and expensive for police enforcement of red light infractions at intersections which add high operational costs to policing and the overall municipal tax burden on residents.

RLCs are a well-established safety enforcement tool in Ontario. The enforcement, along with an education component, have proven to reduce the number of right-angle collisions at intersections.

Based on the business case recommendation, coordination with the Ministry of Transportation and Joint Processing Center, Niagara Regional Staff will report back to the Public Works Committee on options to join, that include safety effectiveness measures, a financial update and cost and revenue potential.

What is Red Light Camera Enforcement?

As a vehicle approaches a red light at or above a set speed, loops immediately in front of the intersection stop bar trigger the red light camera system. Two photographs are

taken; the first photograph shows the red signal and the vehicle positioned at the stop bar before entering an intersection while the second photograph shows the red signal and usually the vehicle positioned in the intersection. Both of the photos are taken of the rear of the vehicle and must clearly show a licence plate.

If the images clearly show a red light violation, then an infraction notice is mailed to the registered owner of the vehicle. Similar to parking tickets, RLC infraction notices are the responsibility of the vehicle owner, no demerit points are involved. It should be noted that vehicles that are in the intersection when the red light comes on are not photographed and are not subject to a RLC violation.

Superimposed on the photograph is identifying information related to the offence to clearly show that the vehicle was moving at the time (i.e., location, time, speed).

The effectiveness of red light cameras can be viewed in terms of reductions in crash frequency, crash severity, and frequency of red light running violations.

Joint Processing Centre (JPC):

Operated by the City of Toronto, the JPC views the photos and requests vehicle plate ownership information from MTO to match the ownership information with photos and form the belief that an offence was committed and issues a ticket. Accordingly, Provincial Offences Officers file charges (certificate of offence with the Court at the designated Municipality).

The City of Toronto chairs the RLC Program Steering Committee that manages and updates agreements between Municipalities; whereas the JPC obtains approval from existing Municipalities for 'new' partners and provides approval in principle to the Municipality and MTO.

Role of the Ministry of Transportation

The Province provides plate registrant information to Municipalities via the JPC and monitors contractual obligations between the Province and participating Municipalities. Operational Agreements include provisions for:

- Site-specific signage advising of camera enforcement;
- Municipally-led public awareness campaigns on red light running;
- Monitoring of safety effectiveness; and,
- Funding all aspects of the program, including reimbursement of Provincial costs.

Role of Municipality

The Municipalities lead and fund the Red Light Camera Program. The program is a partnership between the Provincial Government and Municipalities.

Municipalities must enter into three (3) agreements to operate RLC in their jurisdiction. The Vendor Agreement is to supply, install, operate and maintain camera equipment, and will pay for all equipment, technical and installation costs for the cameras.

The second agreement is the Processing Agreement with the City of Toronto Joint Processing Centre for the operation and cost-sharing of the Processing Centre, which issues offence notices. The last agreement is the Operational Agreement with MTO to provide plate registrant information to the JPC for distribution to Municipalities for prosecution purposes, including certified documents when required at trial.

Over the years, this approach ensures unified and consistent prosecution of offences protecting the overall integrity of the legislative regime.

Financial Implication

The cost to implement a RLC includes the operating cost of the RLC contract, RLC processing fees (City of Toronto), vehicle license information (Province), as well as an education/awareness program. The RLC contract is a fixed fee per location.

A red light camera costs approximately \$30,000 annually which includes the lease, installation and operational costs of each camera (the Vendor cost). There are also additional costs associated with the program such as supporting the Toronto Joint Processing Centre (approximately \$6,000 annually per camera), costs associated with retrieving data from the Ministry of Transportation (approximately \$30,000 per Municipality annually), and other related costs.

Over time, the number of right-angle collisions at the intersections will decrease, which has an associated social cost; however, the fine revenue will also decrease as there is improved compliance with the red lights.

Alternatives For Consideration

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara's position globally by ensuring the road network is safe.

This is a critical step forward to adopting Vision Zero Road Safety Plan in Niagara Region, by ensuring safe speed limits, conflict-free street design, and up-to-date driver enforcement to prioritize the safe passage of our most vulnerable populations.

Other Pertinent Reports

None.

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Recommended by:

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Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

Appendix 1	Check sheet: Additional Information and Facts	6-7
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Appendix 1

Check sheet: Additional Information and Facts

1. What is red light running and how do cameras work?

"Red light running" is when a driver enters an intersection after the light has turned red.

Red Light Cameras (RLC) are installed to photograph vehicles that run red lights.

The cameras are in operation 24 hours a day, seven (7) days a week. They are connected to the traffic light (signal) and to sensors that are installed just before the stop bar. The system constantly monitors the traffic light (signal), and the camera takes a picture of any vehicle that does not stop at the red light.

The camera records the:

- Date
- Time of day
- The exact time the car crossed the stop line and the length of time that the red was active
- Vehicle speed
- License plate

The Provincial Offence Officers review these photos, and mail tickets to owners of the vehicles within three (3) weeks from the time of the violation.

2. How do red light cameras increase safety?

Red light cameras are adopted as a safety initiative at intersections to prevent motorists from running red lights.

Red light cameras cause people to slow down as drivers know that a camera is there; which cause a change in driver behavior. This awareness helps to reduce the accidents and injuries at intersections and changes driver behaviour over time.

Red light cameras have demonstrated a reduction of right-angle collisions at intersections.

3. Is red light running a safety problem in Ontario?

- Based on Ontario data, red light running accounts for:
- Approximately 0.80% of all HTA convictions. (2015 Ontario data)
- In 2014, approximately 24% of fatal collisions at municipal intersections with traffic signals (13 of 55 such collisions) were due to red light running. (2014 Ontario collision data).

- The participating RLC municipalities issued a total of 974,276 red light camera offence notices to Ontario plate holders between January 1, 2001, and December 31, 2017.
- The most serious type of collision at a municipal intersection is an angle collision. Results from the Red Light Camera pilot evaluation showed cameras successfully reduced this type of collision by 25%.

4. Which municipalities currently participate in the Red Light Camera Enforcement Program?

- Toronto, Hamilton, Ottawa, London, Peel Region, Waterloo Region, Halton Region, and York Region currently participate in the Red Light Camera Enforcement Program.
- The participating municipalities by the end of 2018 will be utilizing 336 cameras at 331 high-risk intersections:
 - Toronto (149 cameras; 144 intersections),
 - Ottawa (52 cameras; 51 intersections),
 - Hamilton (24 cameras; 24 intersections),
 - Regional Municipality of Peel (28 cameras; 28 intersections),
 - Regional Municipality of Waterloo (16 cameras; 16 intersections),
 - Regional Municipality of Halton (17 cameras; 17 intersections),
 - Regional Municipality of York (40 cameras; 40 intersections),
 - City of London (8 cameras; 8 intersections).

Subject: Community Safety Zones

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That the designation of Community Safety Zones (CSZs) **BE APPROVED** for:
 - a. Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, length of 1.10 km; and
 - b. Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, length of 1.20 km
2. That the necessary By-law **BE PREPARED** and **PRESENTED** to Regional Council for consideration; and
3. That Regional Staff **REPORT BACK** with potential future CSZ locations by the end of 2019.

Key Facts

- The purpose of this report is to seek Council approval to implement Community Safety Zones (CSZs) at the locations listed above.
- CSZs are sections of roadways where public safety is of a special concern and traffic offences are subject to double the fines.
- The goal of the CSZ programme is to modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors.
- Among the last five years from 2013 - 2017, 2016 was the highest in the number of pedestrian and cyclist fatalities and injuries on Niagara Regional roads.
- The maximum collision frequency in 2017 was during peak hours, in the weekdays of schools months.
- Recent traffic studies in the proposed school zones show the following percentage of vehicular traffic that exceeds the posted speed limit:

- Regional Road 81, York Road: 56% and 35% during the weekdays, and 74% and 57% during the school hours for east and westbound traffic respectively, and;
- Regional Road 24, Victoria Avenue: 73% and 76% during the weekdays, and 88% and 73% during the school hours for north and southbound traffic respectively.

Financial Considerations

The cost to establish a Community Safety Zone is minimal in terms of signage installation within the limits of each zone. The costs are covered under the approved 2019 Transportation Services Operating budget.

The community education programs and police enforcement resources have already been discussed with the Niagara Regional Police, Strategic Communications and Public Affairs, Legal & Court Services and Public Health Staff.

Analysis

Background

In June 1998, the Province of Ontario passed Bill 26 - to promote public safety through the creation of community safety zones (CSZs). This Bill, and its regulatory changes, are targeted at improving road safety in Ontario. The proposed amendments to the Highway Traffic Act (RSA 1990) allow Municipal Councils to designate CSZs by Municipal by-law along sections of roadway where public safety is of special concern (i.e., around schools, retirement facilities, parks, etc.). Within CSZs, traffic fines will be increased for violations committed at the CSZs (i.e. speeding).

With the passing of Bill 26, Niagara Regional Council has the authority, under section 214.1 of the Highway Traffic Act, to pass by-laws where deemed necessary to ensure the safety of Niagara residents. In establishing CSZs, this will aid in safe communities.

Objective

The objectives of the CSZs are:

- Traffic safety measures to reduce the number or severity of collisions and/or speeding within designated CSZs;
- A traffic management tool to reduce the rate of Highway Traffic Act (HTA) offences committed within CSZs; and,
- To maintain an enforcement program that is achievable within the current financial and human resources available to Niagara Regional Police.

Enforcement

Niagara Regional Police enforcement and their partnership are required for CSZs to be successful. Regional Staff are working with Niagara Regional Police on enforcing the CSZs in the two locations outlined in the report. Niagara Regional Police resourcing will have to be taken into account as the program grows.

Public will be made aware that a traffic violation occurring within a designated CSZ will have consequences. The intent is to ensure that a CSZ is not just another signed regulation that is sporadically enforced. Therefore, Regional Staff will continue to work with Niagara Regional Police on this safety initiative with enforcement strategies throughout Niagara region.

Criteria

No Provincially recommended technical criteria for the establishment of CSZs currently exists, other than locations where public safety is of special concern, such as in the vicinity of schools, day care centres, retirement homes or areas with high collision rates.

Regional Staff continue to review and evaluate strategically potential high priority locations of CSZs with coordination of enforcement with Niagara Regional Police.

Education and enforcement are key factors in the success of this initiative. Therefore, Transportation Services Staff recommended two (2) locations of CSZs to gain first-hand experience, and then based on that experience, future recommendations for additional CSZs will be formulated and brought back to Committee for further consideration.

Site Selection

Site selection includes locations that have safety concerns or complaints near sensitive areas such as schools, retirement homes and daycares.

Staff considered as part of the site selection the following to prioritize locations:

- Number of safety and speeding complaints at location.
- Percentage of students/families walking to/from school.
- Speeding study results and number of violations.

Area Municipalities share Staff's concern about public safety and also wish to implement CSZs on their roads. The Corporation of the Town of Niagara-on-the-Lake requested Niagara Region to implement a Community Safety Plan in St. Davids, specifically the intersection of Four Mile Creek Road and York Road, to address traffic and pedestrian safety issues around St. Davids Public School. Similarly, concerns have been raised over the last few years for the speeding in the neighbourhood of 20 Valley

School, from Niagara Student Transportation Services, residents and Niagara Region Public Health Staff. This area is also a preferred truck route in the Town of Lincoln.

Staff are targeting that the two (2) CSZs, outlined in Table 1, to commence Monday, September 16, 2019, (after school returns) to ensure the required communication material and education programs are in place during the first week of the school term.

Staff will conduct studies to evaluate CSZs to determine their effectiveness through data collection. Data collection studies consist of “before” and “after” speed and general regulation compliance surveys.

Table 1
Community Safety Zone locations on Regional Roads

Road	Section	Municipality	School
RR 81 (York Rd)	Queenston Rd to Concession 3 Rd	Town of Niagara-on-the-Lake	St. Davids Public School
RR 24 (Victoria Ave)	Frederick Ave to RR 81 (King St)	Town of Lincoln	Twenty Valley Public School

All Community Safety Zone designations are in effect 24 hours a day, seven (7) days per week. Location plans showing each location are attached to this report (See Appendices 1 and 2).

Education

To maximize the effectiveness of CSZs, being an unfamiliar new traffic safety management tool in Niagara region, it will be necessary to educate the public on their meaning, what it means to contravene a traffic regulation within such a zone, and how to identify a zone. Research has demonstrated that changes in traffic control and regulations require an extensive public education campaign in order to be effective.

Part of the overall review process, Regional Staff will coordinate with the District School Board of Niagara through Niagara Student Transportation Services and Public Health. Staff to identify potential routes to school and opportunities for safety improvements in an effort to encourage active and safe route to school.

The recommendations gathered from the ongoing public consultations will be taken into consideration as part of the overall school zone safety review process. Each time a CSZ is approved, Niagara Region will undertake the following education efforts:

- Have CSZ information brochures distributed, at least two weeks in advance of implementation, to places of public gathering within the newly designated CSZ.

- Prepare a media release explaining the size and location of the CSZ, the consequences associated with committing a violation in the CSZ, and the Niagara Regional Police's commitment to providing strict enforcement in these areas.
- The Community Relations Branch of the Niagara Regional Police will include CSZs in their presentations and appearances at local functions and assemblies.
- The Strategic Communications and Public Affairs Branch of the Niagara Region will ensure all communications and awareness programs are in place with the residents, and local Councillors to provide appropriate notice in advance of implementation.

Stakeholders Engagement

To establish a consistent uniform, set of designation criteria and a co-ordinated approach to the design and implementation of CSZs within Niagara Region, Staff in Transportation Services will establish a Cross-Niagara CSZ Working Group (CNCSZWG). Invitations will include all the local area Municipalities, Niagara Regional Police, Legal and Court Services, Public Health and District School Board of Niagara.

Relevant Consultation

This report has been written in consultation with Regional Staff from Legal and Court Services, Niagara Regional Police, Strategic Communications and Public Affairs, Public Health and the members of the Niagara Student Transportation Services.

Alternatives Reviewed

The Region has implemented various measures to address safety concerns within school zones, including the use of flashing lights, decreasing speed limits during school hours, monitoring, education and awareness.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

Prepared by:

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Associate Director
Transportation Planning
Public Works Department

Recommended by:

Catherine Habermehl
Acting Commissioner
Public Works Department

Submitted by:

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Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

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Subject: Vision Zero Road Safety Program

Report to: Public Works Committee

Report date: Tuesday, November 5, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to implement initiatives under the Vision Zero Road Safety Program; including Automated Speed Enforcement (ASE), Red Light Cameras (RLCs), and Community Safety Zones; subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Intermunicipal Agreement
2. That Regional Staff **BE AUTHORIZED** to initiate discussions with the Local Area Municipalities (LAMs) and amend the Niagara Region Courts Intermunicipal Agreement related to the Vision Zero Road Safety Program; and **DIRECTED** to report back to Council on the outcome of those discussions.
3. That the Vision Zero Road Safety Program **BE REFERRED** for consideration as part of the 2020 Budget Process.

Key Facts

- The purpose of the report is to seek Regional Council approval to adopt the Vision Zero Road Safety Program that strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users. An upcoming Niagara Road Safety Annual Report from 2013 – 2018 will be forthcoming in Q1 2020 which supports the need for the Vision Zero Road Safety Program.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding on Regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes.
- A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads. On average, collisions are increasing by 9 –10% per year.
- Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic.

- The implementation of the Vision Zero Road Safety Program will impact Regional Transportation, Business Licensing and Court Services Operating Budgets, which have been estimated at a gross cost of approximately \$5 – \$5.8 million per year dependant upon timing and duration of implementation. The costs are conservatively estimated to be fully recovered from fine infraction revenue, however this is dependant upon the ability of Niagara Region to recover its costs which would require an amendment to the Niagara Region Courts Intermunicipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required.

Financial Considerations

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Under the current revenue sharing arrangement prescribed by the Niagara Region Courts Intermunicipal Agreement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs.

Subject to Council approval, Staff will engage the LAMs to review the Niagara Region Courts Intermunicipal Agreement as it pertains to revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region. Currently, the revenue sharing formula provided in the Agreement would result in a negative cash flow unless significant increases in the number of tickets issued above the breakeven point noted below are realized.

Staff will report back to Committee/Council after consultation with the LAMs on the Niagara Region Courts Intermunicipal Agreement to ensure the program has long term financial sustainability to Niagara Region. It should be noted that the Vision Zero Road Safety Program will not proceed without an agreed upon formula that provides a positive cash flow to Niagara Region. It would be staff's recommendation that all infraction revenue in excess of all operating costs (Regional and Court Services) be to the benefit of the Region for potential reinvestment in the program, including consideration for local/municipal program elements.

Costs associated with administering the Vision Zero Road Safety Program will be incurred by other Regional departments in addition to Court Services. To obtain an annual break even (cost neutral) point before Intermunicipal cost sharing is considered, the following number of tickets will need to be issued under the program in the next three years:

Table 1 – Break-even Ticket Issuance

	2020	2021	2022
Number of Tickets Issued	31,000	32,500	27,000

This assumes a partial year operation in 2020 of the Vision Zero Road Safety Program (RLCs - six (6) months and ASE - nine (9) months). Subsequent years assume a full year operation of both RLCs and ASE. The field studies conducted in Q3 2019 indicated a number of speeding infractions within School Zones on Regional Roads in excess of 50,000 in support of a net positive cash flow for the Vision Zero Road Safety Program.

Transportation and Business Licensing Costs

Costs associated with administering the Vision Zero Road Safety Program include: equipment, ticket processing (Joint Processing Centre), MTO charges, consulting, staffing (2 FTEs) and administration estimated at approximately \$2.3 million per year. The anticipated cost for the partial 2020 year of operation of the program for Transportation and Business Licensing is \$1.7 million.

Court Services Costs

Costs associated with court administration, including processing tickets, prosecution, adjudication, and collection services associated with the Vision Zero Road Safety Program include: additional staffing (12 FTEs), call in (per diem) prosecutors, ticket processing charges, victim fine surcharges, and adjudication costs estimated at approximately \$2.7 – \$3.5 million per year. The anticipated cost of the partial 2020 year of operation of the program for Court Services is \$1.8 million. Note that the Court Services anticipated costs include a victim fine surcharge, which is a mandatory cost imposed for every ticket issued that is payable to the Province. This expense is anticipated to be between \$1 – \$1.4 million annualized.

The anticipated gross operating expenditure costs of the program from 2020 – 2022 are noted in Table 2 below (including victim fine surcharges). As mentioned previously, 2020 assumes six months of operation for RLCs and nine months of operation for ASE.

Table 2 – Three Year Operating Expense Budget Impacts (in millions)

	2020	2021	2022
Transportation and business licensing	\$ 1.7	\$ 2.3	\$ 2.3
Niagara Region Court Services	1.8	2.7	3.5
Total	\$ 3.5	\$ 5.0	\$ 5.8

Business cases will be included for consideration as part of the 2020 Operating Budget deliberations for Court Services as well as the Transportation and Business Licensing Divisions of Niagara Region on the Vision Zero Road Safety Program initiative.

Once the Region generates a positive cash flow from the Vision Zero Road Safety Program, the intent is to reinvest the Region's surplus, if any, in the expansion of the

program and/or investment in the infrastructure deficit subject to the annual budget decision of council.

Analysis

With the implementation of the objectives outlined in the approved the Transportation Master Plan (TMP) and in support of Council's 2019 – 2022 Strategic Priorities, this report presents Transportation Services' implementation strategy for the Vision Zero Road Safety Program through the recommendation of a set of extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Regional roads.

On average, approximately 2,650 collisions are reported annually on Niagara Regional roads between years 2013 – 2018, resulting in approximately 405 collisions annually categorized in fatal (personal and/or property damage). These injuries and deaths affect not only the victims and their families, but also impact healthcare, community, and social services. Many of these collisions can be prevented through strategic and effective road safety initiatives (Vision Zero Road Safety Program) that include: infrastructure planning and design changes; enforcement; and public education.

However, no loss of life as a result of traffic collisions is acceptable under the Vision Zero philosophy. The Vision Zero philosophy is a significant departure from the traditional approach to road safety. This transformative change will take several years to fully establish itself.

The Vision Zero Road Safety Program will draw solutions from the 5Es of engineering, enforcement, education, engagement and evaluation. The plan will focus the solutions on six (6) emphasis areas: pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving. The Vision Zero Road Safety Program will focus on a set of the most effective actions including:

Speed management strategy: Higher speeds contribute to higher risk of serious injuries and fatalities by reducing driver reaction time, increasing the vehicle stopping distance, and inflicting more severe blunt force trauma on victims upon impact. The proposed speed management strategy is comprised of six integrated speed reduction tools aimed at mitigating risks associated with high speeds. These include: road design improvements, police partnership, deployment of speed signs, speed limit reductions, automated speed enforcement and public education.

Road design improvements: Geometric modifications to the design of the road are known to be one of the most effective ways of achieving the intended target speed for the context and improving road user behaviour. There will be a greater focus on this safety countermeasure, including integration of safety improvements, road realignments and enhanced road illumination.

Proactively addressing high-risk mid-block crossings: Mid-block crossings are prevalent with pedestrian collisions. Recommendations will be brought forward in staff reports on new traffic signals, pedestrian crossovers (PXOs) and enhanced signage.

Proactively addressing collisions at signalized intersection: angle collisions are high in Niagara Region. The implementation of Red Light Camera as a default safety feature will mitigate traffic fatalities and serious injuries.

Education and engagement plan: The overarching goals of the education and engagement component of the Vision Zero Road Safety Program are to inform and consult with the public, building support for infrastructure improvements, and instituting a shift in social norms and road user behaviour.

Next steps to initiate the work of the Vision Zero Road Safety Program will include: an analysis of statistic data collected on Regional Roads (collision data, speeds, volumes, classifications of vehicles); Regional Council priorities; and input from key road safety stakeholders and partner agencies including, local municipalities, Niagara Region Public Health, Niagara Regional Police, District School Board of Niagara (DSBN), Niagara Catholic District School Board (NCDSB) and Niagara Student Transportation Services.

Strategic Priorities

Alignment to Niagara Region Transportation Master Plan and Council's 2019-2022 Strategic Priorities

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
PW 36-2019 Red Light Camera
PW 38-2019 Community Safety Zones

Prepared by:

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Director, Transportation Services
Public Works Department

Recommended and Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer /
Commissioner of Public Works

This report was prepared in consultation with Brian McMahon, Program Financial Specialist, Sara Mota, Program Financial Specialist, Dan Ane, Manager Program Financial Support, Sulaf Alkarawi, Associate Director Transportation Planning and reviewed by Donna Gibbs, Director Legal Court Services and Helen Chamberlain, Director Financial Management and Planning / Deputy Treasurer.

Appendices

None.

Subject: Implementation of Automated Speed Enforcement

Report to: Public Works Committee

Report date: Tuesday, March 10, 2020

Recommendations

1. That Regional Council **AUTHORIZE** the use of automated speed enforcement (ASE) technology on Regional roads for a five-year contract term with an option to extend for an additional five (5) years;
2. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Transportation (the "MTO") of Ontario for the use of ASE technology by Niagara Region including the access and use of license plate registration information subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
3. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Redflex Traffic Systems (Canada) Limited to provide ASE service for five (5) years from date of award during the second quarter of 2020 to 2024 in the amount of an upset limit of \$950,000 (including 13% HST) with an option to renew on the sole discretion of the Commissioner of Public Works, and subject to budget approval, for one additional term of five (5) years subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
4. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute a partnering agreement with the City of Toronto for processing automated speed infractions at the Joint Processing Center subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement; and
5. That following implementation of recommendations 1-4, Regional Staff will review the implementation strategy, including technology assessment, safety and educational evaluation, impacts on the Region's Provincial Offences Courts, countermeasures, and budget and revenue to cover the five (5) year period of 2020-2024 and **REPORT BACK** to Council with an update late 2020.

Key Facts

- The Province enacted ASE Regulation #398/19 under the Highway Traffic Act on December 1, 2019, to enable Ontario Municipalities to administer an ASE program in their jurisdictions. Provincial Guidelines are provided to ensure transparency and for the purpose of promoting road safety while maintaining public trust.
- In July 2019, Regional Council authorized Staff to pursue the potential use of ASE 2019 to improve road safety and influence driver behaviour; please refer to PW 35-2019.
- ASE is the methodology which falls under Vision Zero Road Safety Program that was approved by Regional Council on November 14, 2019; please refer to PW 64-2019.
- The costs associated with the implementation of initiatives under the Vision Safety Program, including ASE, was referred for consideration as part of the 2020 Budget Process in accordance with the recommendations in PW 64-2019. Regional Council approved the associated budget, subject to successful negotiations with the LAMs of the Niagara Region Courts Inter-Municipal Agreement to ensure the program is financially sustainable.
- Niagara Region has one of the highest ratios of fatal collisions per 100,000 population among jurisdictions in Southern Ontario based on the latest Provincial statistics.
- Speeding has a direct impact on the consequences of any crash. Speeding also increases the frequency of crashes as the decision stopping distance increases proportionately with the travel speed.
- ASE systems are an important element in speed management and can be a very effective countermeasure to prevent speeding-related crashes.
- Regional staff propose to operate a combination of mobile and semi-fixed ASE units (quantity of four (4)) in school and community safety zones that were determined with maximum speeding violations during 2019.
- Regional staff will communicate the philosophy and strategy behind the ASE program with Niagara residents and tourists through a communication strategy. ASE is a tool which will enhance the capabilities of traffic law enforcement throughout Niagara region and will supplement, rather than replace, traffic stops by law enforcement officers.

- In order to operate ASE, Niagara Region must execute agreements with the Ministry of Transportation of Ontario (MTO), Redflex Traffic Systems (Canada) Limited and City of Toronto to use automated speed enforcement technology.
- Regional staff have been participating in an inter-municipal working group that was initiated by the Ontario Traffic Council (OTC) in an effort to establish common operating principles for ASE across the Province. Some of the issues under discussion include: i) criteria for site selection; ii) fixed location vs. mobile enforcement; iii) days and hours of operations iv) common definitions of school and community safety zone; v) evaluation of the regime; vi) operating guidelines; and vii) expected impacts to court services.
- Niagara Region designated two Community Safety Zones in September 2019 at:
 - Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, St. Davids Public School; and
 - Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, Twenty Valley Public Schools.
- A staff report is coming forward in Q2 2020 to assign additional community safety zones on Regional roads that can receive ASE deployment.
- Staff have begun discussions with the Local Area Municipalities regarding the Niagara Region Court Inter Municipal Agreement with the first meeting taking place on February 21, 2020 with the Local Area Treasurers. At this meeting a combined presentation with Transportation, Public Works and Finance, Corporate Services did receive general support around the Vision Zero Safety program related to the amendments regarding cost sharing between the Region and Municipalities.

Financial Considerations

In order to successfully implement the ASE program, Transportation and Court Services will require increased capacity and resources based on the projected number of charges expected to be issued with the proposed recommendation of four (4) cameras initially. These cameras will be distributed across Regional schools and Community Safety Zones during 2020. Fine revenue is expected to make the ASE program fully cost recoverable, subject to successful amendment of the Niagara Region Courts Inter-Municipal Agreement with the LAMs.

The most significant costs to operate an Automated Speed Enforcement program include:

1. Cost to design, supply, install, operate and maintain the equipment payable to Redflex Traffic Systems (Canada) Limited: The total estimated Vendor cost for an initial five-year contract term is \$856,000 including 1.76% non-refundable HST to operate four (4) ASE units, a combination of mobile and semi-fixed, that will be rotated in school and Community Safety Zones. The annual operating cost associated with the supply of each ASE unit is estimated to be \$33,100 (including 1.76% non-refundable HST), or \$132,400 total for four units. Costs also include one-time capital costs for camera set-up included in the 2020 capital budget.
2. Cost to access MTO vehicle ownership database, payable to MTO: The Province charges a per-transaction fee every time that their vehicle ownership database is accessed by the Joint Processing Centre. These fees are invoiced directly to the municipality on a quarterly basis. The MTO fee will be approximately \$1.06 per transaction; with the total cost varying depending on the number of charges that are issued.
3. Cost to manage the Joint Processing Centre, payable to the City of Toronto: The City of Toronto will operate an Automated Speed Enforcement – Joint Processing Centre on behalf of all participating municipalities. City of Toronto Processing Centre Staff will review the images from each site and determine whether or not a charge can be laid. The City of Toronto will chargeback each municipality on a cost-recovery basis. The chargeback will include both a portion of fixed costs (for the facility, equipment etc.) and a per-transaction cost. The estimated charge per unit fee will be \$12.50.
4. Niagara Region Court costs: To process, prosecute and collect the fines resulting from charges issued pursuant to ASE. The registered owner of the vehicle can choose one of two options on how to proceed with the ASE ticket:
 - In most cases, the registered owner pays the fine with no contest
 - In other cases, the vehicle owner can choose an “early resolution” dispute process or can also request a trial

Records from other Municipalities operating a Red Light Camera (RLC) program prove that 80% of issued tickets will be paid without contest.

To manage the increased ticket volumes for Court Services when the initiatives are fully operational, 12 permanent, full-time FTEs will be required for the Vision Zero Program as a whole (including both RLC and ASE). This includes one prosecution co-ordinator, nine court clerks, and two trial co-ordinators. The costs associated with additional staffing for the Vision Zero Program have been allocated between both RLC and ASE and are dependent on ticket volume for both initiatives. It is anticipated that more staffing support will be required for ASE due to a higher estimated ticket volume than RLC. For the purposes of the approved business case included in the 2020 budget (see Appendix 4), the cost of nine court clerks and one trial co-ordinator have been allocated to the ASE program. The cost of one trial co-ordinator and one prosecution co-ordinator have been allocated to the RLC program.

5. Transportation Services Division: The Division leads the planning and delivery of the program throughout Niagara Region; including the costs associated with program administration responsibilities, implementation, planning, communications, guidelines, consultant evaluation, coordination, and management with all parties and stakeholders. Staffing costs to manage the program include two permanent full-time project managers and one student for the Vision Zero program as a whole. This would include one project manager and one student to oversee the ASE program and one project manager overseeing the RLC program.
6. Business Licensing Unit: Accepting the delivery of Provincial Offences Tickets from the Toronto Joint Processing Center, verifying that the ticket matches the certificate of control and personal delivery of the package to Niagara Region Court.

A detailed breakdown of the program budget was included in the 2020 Operating Budget and endorsed by Regional Council on December 12, 2019.

See Appendix 4 for the program budget breakdown for the Vision Zero Program (including both the RLC and ASE initiatives) as presented and approved in the 2020 Operating Budget.

It is important to note that the Vision Zero Program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the share of revenues and operational costs, and therefore, no net revenue from this program has been included in the 2020 operating budget. The business case was prepared on the assumptions the RLC program would be operational for six months in 2020 and the ASE program would be operational for nine months in 2020. Timing of actual operation

of both the RLC and ASE initiatives is dependent on the timing of the successful negotiation of the Intermunicipal Agreement with the LAMs.

Fines Breakdown

The in court fines for speeding in Ontario are prescribed in Section 128(14) of the Highway Traffic Act are as follows:

Every person who contravenes this section or any by-law or regulation made under this section is guilty of an offence and on conviction is liable, where the rate of speed at which the motor vehicle was driven,

- a) is less than 20 kilometres per hour over the speed limit, to a fine of \$3 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- b) is 20 kilometres per hour or more but less than 30 kilometres per hour over the speed limit, to a fine of \$4.50 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- c) is 30 kilometres per hour or more but less than 50 kilometres per hour over the speed limit, to a fine of \$7 for each kilometre per hour that the motor vehicle was driven over the speed limit; and,

Please note that fines in Community Safety Zones and Construction Zones are doubled.

Analysis

The City of Toronto, on behalf of participating municipalities, awarded Redflex Traffic Systems to provide the service of automated speed enforcement to the province of Ontario

In May 2019, the City of Toronto issued a Request for Proposal No. 9148-19-0048 on behalf of all municipalities for the provision of ASE services. The vendor is required to supply, install, operate, maintain and test new ASE systems at various sites identified by the municipalities.

The City of Toronto awarded the contract to Redflex Traffic Systems (Canada) Limited, the highest scoring proponent identified in the evaluation process that met the requirements as set out in the Request for Proposal. Redflex Traffic Systems will be responsible for the supply, installation, operation, maintenance and decommissioning of

an automated speed enforcement system and maintenance of ASE image processing services.

This process ensures the same equipment is used throughout the Province and provides cost savings associated with group purchasing. Award of this Request for Proposal is a crucial step as the specific model of ASE equipment selected is prescribed in the Highway Traffic Act regulation. Niagara Region's participation aligns with co-operative purchasing provisions set out in Niagara Region's Purchasing Bylaw.

To promote safety in high-risk areas along Regional roads and assess impacts on Court system, Regional Staff propose to operate a combination of mobile and semi-fixed units with specified hours of operations to adhere to Niagara Regional Court capacity

Regional staff propose to operate a combination of mobile and semi-fixed units (quantity of four (4)) on Regional roads, during the second quarter of 2020. This will allow staff to quantify the number of charges and rate at which these charges are disputed. This opportunity will also allow Staff to evaluate the technology and service provided by the Vendor. Staff will report preliminary findings to Council late 2020.

Regional staff will rotate the units among school and community safety zones throughout proposed locations during 2020 with additional locations to be identified for 2021. This scenario allows for maximizing coverage across Niagara region and will help create broader awareness of ASE to familiarize motorists with the technology and the system.

Agreements with Ministry of Transportation Ontario, Redflex Traffic Systems and City of Toronto are required to operate an automated speed enforcement program

To operate an ASE program, Niagara Region is required to enter into necessary agreements with the following:

- Ministry of Transportation Ontario - an operational agreement for the use of automated speed enforcement on Regional roads and access to license plate registry information.
- Redflex Traffic Systems (Canada) Limited - for the supply, installation, operation and maintenance of the ASE units within Niagara Region.

- City of Toronto - for the operation and cost-sharing of the joint processing centre, which issues the Certificate of Offence. The City of Toronto will operate an ASE joint processing centre on behalf of partnering municipalities. The ASE joint processing centre will employ Provincial Offences Officers, designated by the province, to issue charges captured by the cameras, as well as additional support staff for site selection, investigation, contract management and record management. Operating costs for the ASE joint processing centre will be cost-shared by partnering municipalities.

As authorized by Regional Council pursuant to PW 64-2019, and the subsequent budget approval for the Vision Zero Road Safety Initiatives (including ASE), staff are in the process of initiating discussions with the LAMs to pursue an amendment to the Niagara Region Courts Inter-Municipal Agreement, which is a necessary first step in order for the program to be financially sustainable. The implementation of the ASE program, as indicated in the recommendations of this report and PW 64-2019, is subject to the successful completion of negotiations with the LAMs with respect to Niagara Region Courts Inter-Municipal Agreement (which will be the subject of a future report to Council to advise as to the outcome of the discussions and seek approval to execute an amendment to the Inter-Municipal Agreement as necessary).

Site Selection Process

The selection of the specific sites is determined using a data-driven approach which involves a thorough analysis of different components including speed, school type, daily volume, percent of sidewalk, boulevard, playground, parks and recreational centres, the number of students walking or crossing Regional roads, and collision data. The criteria for prioritizing and selecting sites was developed through the ASE Municipal Working Group and incorporated best practices as outlined by the National Highway Traffic Safety Administration's (NHTSA) operational guidelines for Speed Enforcement Camera Systems, and lessons learned from other jurisdictions in North America.

Niagara Region site selection methodology was developed using the above criteria in conjunction with Niagara Region's geographic information system (GIS) data, traffic data, and on-site visits by Regional Staff members. Traffic data such as annual average daily traffic (AADT) counts and proposed infractions of speeding violations were provided by a consultant, Pyramid Traffic Incorporation. The Niagara Student Transportation Services provided an approximate number of students travelling to schools from neighbouring area walking or crossing Regional roads.

Appendix 3 includes site locations for the launch and implementation of Automated Speed Enforcement during 2020 based on the criteria outlined above.

An education campaign will be launched to create safety awareness of automated speed enforcement throughout Niagara Region on Regional roads

Regional staff will create a communication plan utilizing different methods to advertise the use of ASE in school and community safety zones on Regional roads. The communication plan will include the following tactics to effectively reach residents and motorists:

- Ontario Traffic Council- Automated Speed Enforcement communications campaign: that includes a site that will act as a “hub” for individuals looking for more information on ASE in Ontario.
- A 90-day warning period in advance of ASE system activation and each new municipal ASE camera deployment that includes advance warning sign as per below detail.
- Social media posts (Facebook, Twitter, Instagram).
- Website content about the program (niagararegion.ca) supported by Local Area Municipalities websites.
- On-Street Regulatory Signage as per below detail.
- Other tactics to be determined as the plan is developed.

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Local Impact

Regional staff have been in dialogue with a number of the LAMs to understand how they can participate in road safety initiatives including ASE and RLC in their jurisdictions. Niagara Region will launch and lead different road safety regimes as part of Vision Zero Road Safety initiatives and consult with the LAMs on possible future implementation of ASE equipments once the program has been operational and evaluated for performance.

Staff report PW 46-2019 recommended that Staff initiate discussions with the LAMs to pursue an amendment to the Intermunicipal Agreement to ensure financial sustainability for the successful operation and durability of the overall Vision Zero Road Safety Program. This operational model will benefit Niagara Region and Local Area Municipalities by ensuring a holistic approach, minimizing cost and allowing for the collection of revenue to offset operating costs.

More recently, the Province has issued guidelines that provide that Municipal revenue, collected under any Municipal ASE program, that exceeds the cost of delivering ASE program is to be used to support local public safety and educational initiatives. Accordingly, Parliamentary Assistant to the Minister of Transportation will be conducting a 180-day review to ensure the ASE program is operating as intended by meeting the objective of transparently improving road safety while maintaining public trust.

The review will be conducted by a specialized consultant on behalf of participating municipalities. The Hospital for Sick Children has been selected jointly to provide:

1. Feedback on the ASE site selection process across the province;
2. Short and long term ASE effectiveness in reducing vehicle speed and improving road safety; and
3. Feedback throughout two years post implementation and program evaluation as requested by the province.

Relevant Consultation

This report has been written in consultation with staff from Legal and Court Services, and Finance.

In addition, Public Health, School Board and Niagara Regional Police Services all are supportive of moving forward with this initiative and all share the same concerns around road safety as presented in this report.

Alternatives Reviewed

In addition, Regional staff have implemented a number of other supporting safety initiatives throughout Niagara Region:

- Installation of flashing beacons and decreasing speed limits in school zones.
- Enhanced pavement markings and signage.
- "Speed Display Trailer" mobile unit that is prioritized among Regional roads to educate motorist on their speed.
- Implementation of PXOs at different Regional road locations.
- In-service road safety reviews to reduce collision frequency and severity.

Relationship to Council Strategic Priorities

Implementing automated speed enforcement supports the 2019 to 2022 Strategic Plan and aligns with Transportation Master Plan TMP Vision 2041

Regional Council adopted Niagara Region Strategic Plan 2019-2022 with the vision statement of striving to achieve a prosperous, safe and inclusive community that embraces our natural spaces and promotes holistic wellbeing and quality of life. This project will address Niagara Region's commitment to the safe system approach, by recommending extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Niagara Regional roads.

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

This recommendation is part of Transportation's Vision Zero Road Safety Program that is critical in building a safe and inclusive community. It is a philosophy of significant

departure from the traditional approach of road safety by providing a transportation network with safer walking, cycling, and motor vehicle routes.

Automated Speed Enforcement (ASE) is a modern system designed to work in tandem with other road safety measures, like engineering and education initiatives, to help improve safety for people of all ages by increasing speed compliance, altering driver behaviour and increasing public awareness about the critical need to slow down. The system is applied evenly and consistently to all motorists and is not biased towards or against any sector of the population to ensure equity and prioritizing vulnerable road users.

Other Pertinent Reports

PW 64-2019, Vision Zero Road Safety Program, November 5, 2019

PW 35-2019, Automated Speed Enforcement – Safer School Zones, July 9, 2019

Prepared by:

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Recommended and Submitted by:

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This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, and reviewed by Donna Gibbs, Director Legal and Court Services and Dan Ane, Manager Program Financial Support.

Appendices

Appendix 1 Provincial Guidelines provided by Ministry of Transportation

Appendix 2	Ontario Regulation 398/19 under Highway Traffic Act Automated Speed Enforcement
Appendix 3	Site locations for the launch and implementation of Automated Speed Enforcement during 2020
Appendix 4	Vision Zero Road Safety Program Costing

Subject: 2022 User Fees and Charges

Recommendation:

BE IT RESOLVED THAT Council receive Report #2022-0002-Corporate Services – 2022 User Fees and Charges Report, for information;

AND THAT Council approve and adopt the 2022 User Fees and Charges.

Background:

Each year Town administration reviews applicable user fees and charges to ensure those fees charged by the Town assist in covering some or all of the costs associated with providing a service, program, room or process that is outside of the core functions of the municipality.

Analysis:

It is recommended that the departmental increases to various services and programs be effective for 2022. By establishing an up-to-date 2022 fee schedule, staff can appropriately charge at 2022 rates.

Financial Considerations:

The increased fees are meant to cover actual, inflationary increases to operating costs.

Alternatives Reviewed:

Not applicable.

Strategic Plan Relationship: Strong Organization

Adopting increases to the various departmental fees is required to assist in covering some or all of the costs associated with providing a service or program.

Consultation:

The User Fees and Charges have been reviewed by all members of SLT.

Other Pertinent Reports/Attachments:

Appendix 1 – 2022 User Fees and Charges

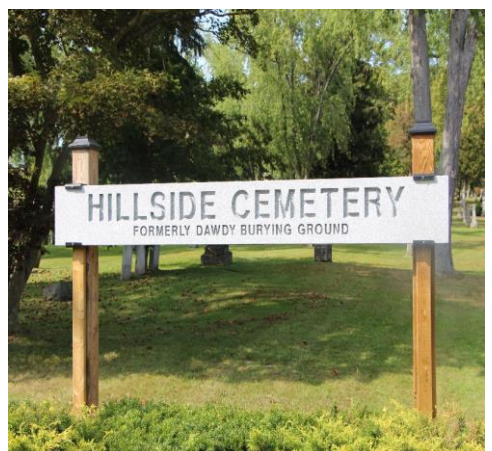
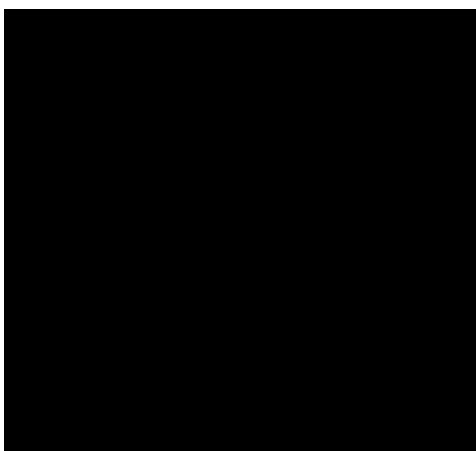
Prepared and Recommended by:

Teresa Quinlin-Murphy, FCPA, FCA, MBA
Director of Corporate Services/Treasurer

Prepared and Submitted by:

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

Fees & Charges



Overview

An experience at a summer camp or swim program,
a requirement to obtain duplicate billing information or
a new beginning obtaining a house permit,
all of these experiences and more are realized within this guide.

User fees and charges are established to ensure that services specific to individuals are not subsidized by all ratepayers within the Town of Pelham

The Town of Pelham is proud to offer the experiences outlined in this guide at a minimal cost to the community members that require them.

The user fees and charges outlined in this document are regulated by By-law 4411 (2022).

Disclaimer

Where it is found that a fee in this schedule is different than an approved bylaw or policy, the latter shall prevail.

All fees and charges do not include applicable taxes. Where fees and charges are subject to taxes, they will be added at point of sale.

Contact

For more information about content found within this guide, please contact:

Teresa Quinlin-Murphy,
Treasurer and Director of Corporate Services, FCPA, FCA, MBA
905-980-6668



Index



Clerk’s Department



Corporate Services



Fire & By-Law Services



Planning & Development Services



Recreation & Cultural Services



Public Works



Indicates Changes



Indicates New Additions



Clerk's Department

	2021	2022
Business Licensing		
Itinerant Seller, Hawker, Peddler, Door to Door Seller	\$200.00	\$200.00
Refreshment Vehicle & Food Vending Vehicle	\$250.00	\$250.00
Bed and Breakfast, Fee Per Bedroom	\$150.00	\$150.00
Short Term Accommodation, Fee Per Bedroom	\$300.00	\$300.00
Affidavits/Commissioner of Oath		
Signature for all other documents – first document	\$10.00	\$10.00
Signature for all other documents – each additional document	\$5.00	\$5.00
Registrar statement/Travel letter – first letter	\$20.00	\$20.00
Registrar statement/Travel letter – each additional letter	\$5.00	\$5.00
Burial Permits/Death Registrations	\$10.00	\$10.00
Burial Permits/Death Registrations – After hours	\$100.00	\$100.00
Photocopies per page	\$0.25	\$0.25
Retrieval of Archived Records from Off-Site Storage	\$11.00	\$11.00
Lottery Licensing		
Bingo License % of prizes not exceeding \$5,500.00	3%	3%
Raffle Lotteries % of prizes not exceeding \$50,000.00	3%	3%
Bazaar Lotteries % of prizes not exceeding \$500.00	3%	3%
Bazaar Lotteries – per wheel	\$10.00	\$10.00
Break Open Ticket (Nevada) Lottery % of prizes each occasion	3%	3%
Break Open Ticket (Nevada) Lottery Home Base % of total prizes	2.25%	2.25%
Line Fences Administrative Fee	\$250.00	\$425.00



Clerk's Department

	2021	2022
Marriage Licensing		
License Fee	\$130.00	\$130.00
Ceremony Fee – On Site – Business Hours* - \$50 Deposit Required Upon Booking, non-refundable if cancelled by wedding couple	\$200.00	\$200.00
During COVID-19, Outdoor Weddings at Peace Park are preferred. Rental of Peace Park Bandshell applies (10 people) p/hr, OR:	\$14.00	\$14.00
*Rental Fee – Business Hours – MCC Accursi Lounge (9 25 people) p/hr	\$21.00	\$21.00
*Rental Fee – Business Hours – MCC ½ Accursi (32 50 people) p/hr	\$33.00 \$49.00 (Fri-Sun)	\$34.00 \$50.00 (Fri-Sun)
Ceremony Fee – Off Site and After Hours (Plus Expenses)	\$300.00	\$300.00
Rehearsal Fee	\$75.00	\$75.00
Witness Fee – Municipal Staff – Normal Business Hours – Each	\$25.00	\$25.00
Cleaning Fees, if required	\$100.00	\$100.00
Municipal Property Damage – Billable	Full Cost Recovery	Full Cost Recovery
*Note 1: For the duration of the COVID-19 Pandemic, Council Chambers is not available for civil marriage ceremonies. All indoor Weddings must be at MCC with limited attendance, subject to Provincial guidelines which may change from time to time. Minimal rental fees apply and are subject to HST.		
Note 2: For weddings not officiated by the Town of Pelham, separate MCC Rental Fees and requirements apply.		
Freedom of Information		
Application Fee	\$5.00	\$5.00
Photocopies – per page	\$0.20	\$0.20
Manual search, each 15 minutes	\$7.50	\$7.50
Preparation of record for disclosure – each 15 minutes	\$7.50	\$7.50
Retrieval of Archived Records in Off-Site Storage	\$12.50	\$12.50



Clerk's Department

	2021	2022
Integrity Commissioner Complaint Filing Fee(s) *Per Term of Council*		
First Complaint	No Fee	No Fee
Second Complaint	\$100.00	\$100.00
Three or More Complaints	\$300.00	\$300.00
*Please contact the Clerks Department for applicable exemptions		



Corporate Services

	2021	2022
General Tax Services Fees		
Statement of Tax Account	\$7.00	\$10.00
Reprint of Tax Bill	\$7.00	\$10.00
Tax Certificate – Mailed	\$50.00	\$50.00
Tax Certificate – Verbal	\$25.00	\$25.00
Interest and Penalty on Tax Arrears	1.25%	1.25%
NSF Charge	\$30.00	\$30.00
New Roll Creation	\$40.00	\$40.00
Ownership Change	\$40.00	\$40.00
Mortgage Company Administration Fee		\$15.00
Tax Registration Fees		
Tax Sale Administration Fee	\$525.00	\$525.00
POA add to taxes	\$50.00	\$50.00
General Accounts Receivable		
Interest on Accounts Receivable	1.25%	1.25%
NSF Charge on Accounts Receivable	\$30.00	\$30.00
Administrative Fee for Adding Arrears to Tax		\$25.00



Corporate Services

	2021	2022
Water Rates		
Metered Rates		
Bi-Monthly Base Charge (up to 19mm Meter)	\$28.51	\$30.65
Bi-Monthly Base Charge (25mm Meter)	\$57.00	\$61.28
Bi-Monthly Base Charge (37mm Meter)	\$79.81	\$85.80
Bi-Monthly Base Charge (50mm Meter)	\$113.99	\$122.54
Bi-Monthly Base Charge (75mm Meter)	\$285.01	\$306.39
Bi-Monthly Base Charge (100mm Meter)	\$475.17	\$510.81
Bi-Monthly Base Charge (150mm Meter)	\$950.08	\$1,021.34
Bi-Monthly Base Charge (200mm Meter)	\$1,520.53	\$1,634.57
Rate per cubic meter	\$1.649	1.773
Wastewater Rates		
Metered Rates		
Bi-Monthly Base Charge (up to 19mm Meter)	\$35.62	\$39.00
Bi-Monthly Base Charge (25mm Meter)	\$71.23	\$78.00
Bi-Monthly Base Charge (37mm Meter)	\$99.74	\$109.22
Bi-Monthly Base Charge (50mm Meter)	\$142.46	\$155.99
Bi-Monthly Base Charge (75mm Meter)	\$356.19	\$390.03
Bi-Monthly Base Charge (100mm Meter)	\$593.85	\$650.27
Bi-Monthly Base Charge (150mm Meter)	\$1,187.36	\$1,300.16
Bi-Monthly Base Charge (200mm Meter)	\$1,900.28	\$2,080.81
Rate per cubic meter	\$1.198	\$1.312
Bi-Monthly Base Charge	\$35.62	\$39.00



Corporate Services

	2021	2022
Water Loading Station Rates		
Per cubic meter	\$1.9007	\$2.0441
Water for Construction Rates		
Residential Flat Rate (up to 3 months)	\$125.00	\$135.00
***After 3 Months the account is set up for billing		
Commercial Flat Rate (up to 3 months)	\$200.00	\$215.00
General Water Services Fees		
Administration Charge (account set up fee)	\$15.00	\$25.00
Interest on water arrears	1.25%	1.25%
Water Certificate	\$50.00	\$50.00
Water Certificate – Verbal	\$25.00	\$25.00
NSF Charges	\$30.00	\$30.00
Statement of Water Account	\$7.00	\$10.00
Administrative Fee for Adding Arrears to Tax		\$25.00



Corporate Services

	2021	2022
Water Meters		
On and Off Charges		
Monday to Friday – 7:00am to 3:30pm flat rate (excluding holidays)	\$70.00	Not applicable
Monday to Friday – 3:30pm to 7:00am flat rate (excluding holidays)	Full Cost Recovery	Not Applicable
Saturdays, Sundays & Holidays – 12:01am to midnight	Full Cost Recovery	Not Applicable
Meter Testing		
5/8" meter at owners expense	\$90.00	\$90.00
Water Meter and Remote		
Tapping Fees	\$200.00	\$200.00
Water Meter Equipment	Full Cost Recovery	Full Cost Recovery
Municipal Property Damage	Full Cost Recovery	Full Cost Recovery



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees		
File Search	\$75.00	\$75.00
Request for Reports/Copies	\$75.00	\$75.00
Photographs	\$10.00	\$10.00
Fireworks Permits		
Sales	\$100.00	\$100.00
Storage	\$100.00	\$100.00
Display	\$100.00	\$100.00
Fire Route Application		
Administration Fee	\$100.00	\$100.00
Residential Requests		
Mortgage Clearance	\$100.00	\$100.00
Change of Ownership	\$100.00	\$100.00
Multi residential after two units (each)	\$25.00	\$25.00
Burn Permit (annual)	\$25.00	\$25.00
Burn Permit (new requiring an inspection)	\$50.00	\$50.00
Commercial & Industrial Requests		
First 2000 square meters	\$200.00	\$200.00
Each additional 100 square meters (each)	\$50.00	\$50.00
Tenant Space Individual (each)	\$50.00	\$50.00



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees (continued)		
L.L.B.O. Licenses Requests		
Premises	\$100.00	\$100.00
Patio (each)	\$50.00	\$50.00
Special Occasions (each)	\$50.00	\$50.00
Hotels-Motels Requests		
1-10 units	\$200.00	\$200.00
Over 10 units (per unit)	\$10.00	\$10.00
Day Care Requests		
Day Nurseries/Home Day Care Licenses	\$150.00	\$150.00
Fire Safety Plans		
Approvals	\$50.00	\$50.00
Inspection for Trade Shows		
Home Shows/Special Functions	\$150.00	\$150.00
Installation of Rural 911 Sign	\$100.00	\$100.00
Issuance of Occupant		
Loads sign – 60 persons or less	\$50.00	\$50.00
Loads sign – 61 persons or more	\$100.00	\$100.00
Vacation Rental Inspection Fee	\$150.00	\$150.00



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees (continued)		
Accreditation Inspections		
Nursing Homes	\$150.00	\$150.00
Rest Homes	\$150.00	\$150.00
Seniors Apartments	\$150.00	\$150.00
Care Facilities	\$150.00	\$150.00
Fire Drills		
Fire drill observation by (an) inspector(s) assigned by the chief fire official of any subsequent fire drill within the same calendar year	\$500.00	\$500.00
Municipal Property Damage		
	Full Cost Recovery	Full Cost Recovery
Discretionary Fees		
Equipment, Labour and/or Materials used at an incident	Full Cost Recovery	Full Cost Recovery
False Alarm Response		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
<i>Note: False Alarm Fees will only be implemented when it is determined by the Fire Chief that the false alarm was preventable or the fire alarm system was improperly installed, maintained or resulted from a malicious act by an individual. See By-Law 3085(2010) for details.</i>		
Response to an unauthorized Open Air Burn		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00



Fire & By-Law Services

	2021	2022
Municipal Property Damage (continued)		
Motor Vehicle Fires and Collisions – Non Resident		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
Fail to Comply with an Ontario Regulation causing an Emergency Response OR 210/01		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
<i>Note: Motor Vehicle fires and Collisions – Non Resident MAY be charged where the Pelham Fire Department has responded to an emergency situation, including motor vehicle accidents and fire, in which a non-resident person is involved.</i>		
Sign Fees		
Ground Signs up to 50 square feet	\$100.00	\$100.00
Ground Signs over 50 square feet	\$150.00	\$150.00
Portable Ground Signs (1-60 days)	\$100.00	\$100.00
Pole Signs	\$150.00	\$150.00
Roof Signs	\$150.00	\$150.00
Wall Signs	\$100.00	\$100.00
Temporary Special Event Signs	\$100.00	\$100.00
Projecting Signs	\$150.00	\$150.00
Applications and Permits for Signs requiring Council Approval		
Applications to Council for variance	\$250.00	\$250.00



Fire & By-Law Services

	2021	2022
Property Standards & Clean Yard (default not remedied)		
Administrative Fee	\$175.00	\$175.00
Initial Inspection Fee	\$95.00	\$95.00
Re-Inspection Fee	\$95.00	\$95.00
Mailing Fee	\$25.00	\$25.00
Fencing		
Application to Council for Fencing Variance	\$150.00	\$150.00
Kennel License	\$100.00	\$100.00



Planning & Development Services

	2021	2022
Planning Fees		
Draft Plan of Subdivision	\$9,071.00	\$9,343.00
Resubmission of Draft Plan Prior to Approval	\$1,072.00	\$1,104.00
Modification to Draft Plan of Subdivision	\$5,669.00	\$5,839.00
Extension to Approval of a Draft Plan of Subdivision	\$908.00	\$935.00
Final Approval of a Draft Plan of Subdivision	\$1,702.00	\$1,753.00
Subdivision Agreement	*	*
Amendment to a Subdivision Agreement	\$852.00	\$878.00
Draft Plan of Condominium	\$4,537.00	\$4,673.00
Resubmission of Draft Plan of Condominium Prior to	\$1,072.00	\$1,104.00
Modification to Approval of a Draft Plan of Condominium	\$2,269.00	\$2,337.00
Extension to Approval of a Draft Plan of Condominium	\$908.00	\$935.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery
Condominium Agreement	*	*
Amendment to Condominium Agreement	\$852.00	\$878.00
Development Agreement Application	*or**	*or**
Town Consultant Review	Full Cost Recovery	Full Cost Recovery
Amendment to Development Agreement	\$852.00	\$878.00
Release of Development Agreement	\$1,022.00	\$1,053.00
Site Plan Approval Application **Note: separate fee for the agreement	\$3,968.00	\$4,087.00
Resubmission of Site Plan Prior to Approval	\$804.00	\$828.00
Site Plan Approval for Minor Development i.e. farm help house, triplex, building addition <100m ² etc.	\$1,124.00	\$1,158.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery



Planning & Development Services

	2021	2022
Site Plan Amendment ***Note: Separate fee for the agreement	\$2,837.00	\$2,922.00
Release of Site Plan Agreement	\$1,022.00	\$1,053.00
*Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services		
Garden Suite Agreement	\$1,639.00	\$1,688.00
Encroachment Agreement	\$315.00	\$325.00
Zoning By-Law Amendment	\$4,537.00	\$4,673.00
APO Zoning By-Law Amendment	\$2,837.00	\$2,922.00
Official Plan Amendment	\$5,669.00	\$5,839.00
Combined Zoning By-Law & Official Plan Amendment	\$9,071.00	\$9,343.00
Extension of a Temporary Use By-Law	\$2,837.00	\$2,922.00
Removal of Holding Symbol	\$567.00	\$584.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery
Repeal of Interim Control By-Law	\$1,133.00	\$1,167.00
Deeming By-Law	\$567.00	\$584.00
Lifting of Inhibiting Order	\$567.00	\$584.00
Lifting of One Foot Reserve	\$567.00	\$584.00
Removal of Part Lot Control	\$1,133.00	\$1,167.00
Communication Towers and Renewable Energy Application	\$1,133.00	\$1,167.00
Property Standards Appeal	\$567.00	\$584.00
Aggregate Application Fees	Full Cost Recovery	Full Cost Recovery
Real Estate Compliance Letter (10 business day service)	\$138.00	\$142.00
Real Estate Compliance Letter (Expedited 4 business day service)	\$220.00	\$227.00
Zoning Information Letter (10 business day service)	\$103.00	\$106.00



Planning & Development Services

	2021	2022
Planning Fees (continued)		
* Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services		
\$10,898.00 \$11,225.00 where the cost of construction of all Work is less than \$100,000.00;		
\$10,898.00 \$11,225.00 plus 4.0% of the costs between \$100,000.00 and \$400,000.00;		
\$23,672.00 \$24,382.00 plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);		
** Site Plan Agreements; and, Development Agreements where municipal services are not required to be extended \$2,727.00 \$2,809.00		
*** Shall be paid in addition to the Official Plan Amendment, Zoning By-Law Amendment and other planning application fees		
Agreements for temporary Second Dwelling Units	\$1,050.00	\$1,082.00
Change of Address	\$120.00	\$124.00
Consent	\$1,515.00	\$1,560.00
Request for Change in Conditions	\$556.00	\$573.00
Rescheduling Fee	\$253.00	\$261.00
Final Certification	\$399.00	\$411.00
Recirculation Due to Change in Application	\$253.00	\$261.00
Special Hearing Fee (In Addition to Application Fee)	\$556.00	\$573.00
Minor Variance	\$1,111.00	\$1,144.00
Rescheduling Fee	\$253.00	\$261.00
Recirculation Due to Change in Application	\$253.00	\$261.00
Special Hearing Fee (In Addition to Application Fee)	\$556.00	\$573.00



Planning & Development Services

	2021	2022
Building Permit Fees		
Minimum Permit Fee unless otherwise stated	\$263.00	\$271.00
<i>New Construction – per square foot</i>		
Assembly Occupancies – Group A		
School, church, restaurant, theatre, educational or recreational facility and similar occupancies	\$1.81	\$1.86
Preparation of record for disclosure – each 15 minutes	\$7.60	\$7.83
Institutional Occupancies – Group B		
Hospital, nursing home, reformatory, prison and similar occupancies	\$1.81	\$1.86
Residential Occupancies – Group C		
Single Family Dwelling, Semi-Detached Dwelling & Duplex Dwelling	\$1.49	\$1.53
Multiple Unit Dwelling i.e. apartment dwelling, townhouse dwelling, hotels, motels, other residential buildings or parts thereof	\$1.52	\$1.57
Residential Additions	\$1.32	\$1.36
Business/Personal Services Occupancies – Group D		
Office, bank, medical office/clinic and similar occupancies	\$1.81	\$1.86
Mercantile Occupancies – Group E		
Store, Shopping mall/plaza, shop, market, retail outlet and similar occupancies	\$1.81	\$1.86
Industrial Occupancies – Group F		
Industrial mall, plaza, garage, plant, factory, warehouse, manufacturing building and similar occupancies	\$1.69	\$1.74
Special Occupancies/Categories		
New Farm Buildings	\$0.51	\$0.53
Tents	\$263.00	\$271.00



Planning & Development Services

	2021	2022
Special Occupancies/Categories per square foot (continued)		
Park Model Trailer, Mobile Home	\$263.00	\$271.00
Accessory Buildings/Structures		
Garage/Carport, Deck/Porch/Patio, Sunroom/Solarium, shed or other accessory building	\$263.00 plus \$0.88> 300/ft ²	\$271.00 \$0.91> 300/ft ²
Private Swimming Pool	\$263.00	\$271.00
Public Swimming Pool or Spa	\$788.00	\$812.00
Designated Buildings/Structures		
Communication Tower, Solar Panels, Retaining Wall, Pedestrian Bridge, Wind Turbine, Crane Runway and similar buildings/structures	\$525.00	\$541.00
Alterations & Repairs – per square foot		
Interior Alterations/Repairs/Tenant Improvements		
Assembly occupancies – Group A	\$0.42	\$0.43
Institutional Occupancies – Group B	\$0.42	\$0.43
Residential Occupancies - Group C	\$0.32	\$0.33
Business/Personal Service - Group D	\$0.42	\$0.43
Mercantile Occupancies - Group E	\$0.42	\$0.43
Industrial Occupancies - Group F	\$0.42	\$0.43
Alterations/Additions to existing Farm Buildings	\$0.28	\$0.29
Alter/Replace Roof Structure	\$0.42	\$0.43
Fireplace, Woodstove, Insert, Chimney and similar construction	\$263.00	\$271.00



Planning & Development Services

	2021	2022
<i>Demolition</i>		
Part 9 Buildings/Structures	\$263.00	\$271.00
Other	\$788.00	\$812.00
<i>Miscellaneous</i>		
Partial Occupancy (does not apply to single family dwellings)	\$263.00	\$271.00
Change of use of a building or part thereof	\$263.00	\$271.00
Transfer of a Permit to a New Owner	\$263.00	\$271.00
Request for Deferral of Permit Revocation	\$263.00	\$271.00
Move a Building/Structure	\$263.00	\$271.00
Conditional Permit	\$630.00	\$649.00
Conditional Permit Agreement	\$263.00	\$271.00
Permit Renewal / Per Year	\$115.00	\$118.00
Re-inspection Fee	\$80.00	\$82.00
Clearance Letter	\$80.00	\$82.00
Building Code Oder Compliance Letter	\$158.00	\$163.00
Hourly Rate	\$68.00	\$70.00
Occupant Load Inspection	\$263.00	\$271.00
Photocopying & printing per page	\$0.26	\$0.27
Alternative Solution Review	\$525.00	\$541.00
<i>Partial Permit/Staged Construction</i>		
Building Foundation	15%	15%
Building Shell	75%	75%
Building Completion	10%	10%



Planning & Development Services

	2021	2022
Plumbing		
For plumbing work not included in any of the above classes of permit		
First 6 fixtures	\$263.00	\$271.00
Each additional	\$10.50	\$10.82
Refund of Permit Fees		
Where only administrative functions have been completed (application received and cost analysis complete)	90%	90%
Where only administrative and zoning functions have been completed	80%	80%
Where administrative, zoning and plans examination functions have been performed	60%	60%
Where the permit has been issued and no inspections performed	50%	50%
Deduction for each inspection performed	5%	5%
No fees shall be refunded after twelve (12) months from the date of permit issuance or when refund is less than \$100		
Construction Prior to Permit Issuance		
Where construction has commenced prior to the issuance of a permit for any class of permit described herein, the permit fee shall be doubled		
Municipal Property Damage	Full Cost Recovery	Full Cost Recovery



Recreation & Cultural Services

	2021	2022
Arena Rentals		
Ice Time – per hour (50min)		
Prime Time - Weekdays 4pm – midnight & weekends	\$207.00	\$211.00
Prime Time - Youth (PMHA & PFSC)	\$148.00	\$151.00
Non-Prime Time – Weekdays prior to 4pm	Youth \$87.00 / Adult \$114.00	Youth \$89.00/Adult \$116.00
Prime Time Last Minute Ice (less than 24hrs notice)	Youth \$72.27 / \$114.00	Youth \$74.00/Adult \$116.00
Summer Ice (April 15 – August 15)		
Non-Prime Time	\$112.00	\$116.00
Prime Time - Youth	\$148.00	\$151.00
Prime Time - Adult	\$179.00	\$182.00
Corporate Sponsor Free Skate Rates		
Prime Time Friday Skate Sponsorship per occurrence	\$266.00	\$266.00
Prime Time Sunday Skate Sponsorship per occurrence	\$306.00	\$306.00
Non-Prime Public Skate Sponsorship per occurrence	\$148.00	\$151.00
Public Skating		
Adults	\$3.54	\$3.54
Students/Seniors	\$3.10	\$3.10
Child	\$3.10	\$3.10
Family (up to 5 members)	\$10.62	\$10.62
Preschool Skate	\$3.10	\$3.10
Non Profit Organized Group Rate	\$26.55	\$26.55
Children's Birthday Party (Under 14 yrs., Max 15 children)		
• 2 hour hall + public skate or 1 hour gym	\$113.00	\$115.50
• + theme party (decorations)	\$136.00	\$150.00
• + specialty party (staff led options – tea party/craft/gym)	\$217.00	\$221.00
• Photo booth with props (no camera)	\$18.00	\$18.50



Recreation & Cultural Services

Arena Rentals (continued)	2021	2022
Special Skating		
Shinny Hockey Drop-In	\$5.31	\$5.31
Women's Hockey – Learn To Play Drop-In	\$5.31	\$5.31
Women's Hockey – Learn To Play Program + Shinny Combo (12 weeks)	\$88.50	\$8.85
Adult Learn To Skate (10 classes)	\$61.95	\$61.95
Ticket Ice	\$5.31	\$5.31
Summer Floor Rates – hourly		
Hourly - Adult	\$54.00	\$55.00
Hourly – Youth	\$35.00	\$36.00
Daily Event	\$527.00	\$535.00
Daily - Youth	\$343.00	\$350.00
Event Electrical System Includes ESA inspection	\$1,000.00	\$1,100.00
MCC Arena Advertising		
Accipiter Arena		
On Ice (Per Ice Season/Year)	\$750.00	N/A
Boards (Per Year)	\$1,000.00	\$1,000.00
Duliban Insurance Arena		
On Ice (Per Ice Season/Year)	\$750.00	\$750.00
Boards (Per Year)	\$800.00	\$800.00
Ice Resurfacer (Per Side/Year)	\$2,000.00	\$2,000.00



Recreation & Cultural Services

Rentals (continued)		2021	2022
Old Pelham Town Hall			
Monday – Thursday (Daily Rental)		\$133.00	\$135.00
Monday – Thursday (Hourly Rental)		\$33.00	\$34.00
Friday – Sunday & Holidays (Daily Rental)		\$237.00	\$242.00
Friday – Sunday & Holidays (Hourly Rental)		\$49.00	\$50.00
Youth/Multiple Use Rate (5+) (Daily Rental Monday to Thursday)		\$106.00	\$108.00
West Lounge		\$35.00	\$36.00
Stage Rental		\$200 per	\$225.00
Refundable Security Deposit (taxes not applicable)		\$100.00	\$100.00
SOCAN fee – without dancing per event	Full Cost Recovery		Full Cost Recovery
SOCAN fee – with dancing per event	Full Cost Recovery		Full Cost Recovery
Meridian Community Centre Gymsnasiums			
½ gymnasium rental (hourly) Licensed Users-Youth Rate		\$11.00	\$12.00
Full size gymnasium rental (hourly)		\$42.00	\$43.00
½ gymnasium rental (hourly)		\$21.00	\$22.00
Custodial Charge (hourly)		\$36.00	\$38.00
Team Chairs (per event)		\$100.00	\$125.00
Set up & Use of Nets & Standards (Volleyball, Badminton, Pickleball)		\$10.00/per	\$10.00/per
Equipment Rental (Volleyball; Badminton Racquet w shuttle; Pickleball Racket w ball)		\$2.00/per	\$2.00/per
Gym Floor Covering (Per Gym)		N/A	\$250/per day



Recreation & Cultural Services

Rentals (continued)	2021	2022
Meridian Community Centre – Kinsmen Community Room		
FULL ROOM		
Daily – Monday to Thursday	\$133.00	\$136.00
Hourly – Monday to Thursday	\$33.00	\$34.00
Daily – Friday to Sunday & Holidays	\$237.00	\$242.00
Hourly – Friday to Sunday & Holidays	\$49.00	\$50.00
HALF ROOM		
Daily – Monday to Thursday	\$66.00	\$67.00
Hourly – Monday to Thursday	\$17.00	\$18.00
Daily – Friday to Sunday & Holidays	\$119.00	\$121.00
Hourly – Friday to Sunday & Holidays	\$25.00	\$26.00
Meridian Community Centre – Dr. Gary & Mall Accursi		
Multipurpose Community Room		
FULL ROOM		
Daily – Monday to Thursday	\$198.00	\$202.00
Hourly – Monday to Thursday	\$50.00	\$51.00
Daily – Friday to Sunday & Holidays	\$356.00	\$363.00
Hourly – Friday to Sunday & Holidays	\$73.00	\$75.00
HALF ROOM		
Daily – Monday to Thursday	\$132.00	\$135.00
Hourly – Monday to Thursday	\$33.00	\$34.00
Daily – Friday to Sunday & Holidays	\$237.00	\$242.00
Hourly – Friday to Sunday & Holidays	\$49.00	\$50.00
Special Functions Area		
Hourly	\$21.00	\$22.00
Daily	\$83.00	\$85.00
Daily (with rental of Dr. Gary Accursi Multipurpose Community Room)	\$52.00	\$53.00



Recreation & Cultural Services

	2021	2022
Community room – Kitchen		
Daily (with rental of Dr. Gary & Mall Accursi Multipurpose Community Room)	\$52.00	\$53.00
Atrium		
TOP Facility User Groups – 8' space 1 table + 2 chairs/day per booth	\$25.00	\$25.00
MCC Servery – Ciolfi's Corner		
Hourly	N/A	\$34.00
MCC – Small Meeting Room		
Monday to Thursday (Daily)	\$50.00	\$51.00
Friday to Sunday & Holidays (Daily)	\$80.00	\$82.00
Monday to Thursday (Hourly)	\$10.00	\$11.00
Friday to Sunday & Holidays (Hourly)	\$16.00	\$17.00
Miscellaneous		
Refundable Security Deposit (taxes not applicable)	\$100.00	\$100.00
Last Minute Cancellation Fee (less than 24hrs)-Applicable to all Facility	N/A	\$40.00
SOCAN fee - without dancing per event	Full Cost Recovery	Full Cost Recovery
SOCAN fee – with dancing per event	Full Cost Recovery	Full Cost Recovery
Stage Rental per set up	\$100.00	\$125.00
Pelham Minor Hockey Association Courtyard (Hourly/Daily)	\$25.00/\$100.00	\$30.00/\$125.00
Portable Bar per rental	\$100.00	\$125.00
Serving Fee per event	\$100.00	\$125.00
Linen Rental Fees	\$10.00/per item	\$12.00/per item
Propane Heaters Rental Fee	N/A	\$30.00/per heater



Recreation & Cultural Services

Summer Field Rate Schedule	2021	2022
Ball Diamonds		
Level "A" groomed and lined	\$25.00	\$25.00
Level "A" youth	\$18.00	\$18.00
Level "C" no service	\$15.00	\$15.00
Level "C" youth	\$11.00	\$11.00
Diamond Lights (per hour)	\$13.00	\$13.00
Tournaments & Special Events		
Level "A" groomed and lined	\$198.00	\$198.00
Level "A" youth	\$141.00	\$141.00
Level "C" no service	\$119.00	\$119.00
Level "C" youth	\$85.00	\$85.00
<i>Note: Fees do not include use of lights – apply per hour light fee if required</i>		
Soccer Fields per hour		
Adult	\$24.00	\$24.00
Minor	\$19.00	\$19.00
Soccer Lights (per hour)	\$30.00	\$30.00
Soccer Tournament and Special Events		
Adult	\$189.00	\$189.00
Minor	\$147.00	\$147.00
Park Pavilions: Centennial Park & Harold Black Park		
Park Pavilion	\$35.00	\$35.00
Passive Areas: Centennial Park & Harold Black Park		
Permit Fee	\$29.00	\$30.00



Recreation & Cultural Services

Parks (continued)		2021	2022
Peace Park including Bandshell			
Pavilion Rate + Passive Area Rate (under 100 people)		\$67.00	\$68.00
Pavilion Rate + Passive Area Rate (over 100 people)		\$135.00	\$138.00
Per Hour Rate		\$14.00	\$15.00
SOCAN fee	Full Cost Recovery		Full Cost Recovery
Town Staff fee (per hour)		\$37.00	\$38.00
Hydro Fee for One Time Events		N/A	\$45.00
Centennial Park Tennis Courts			
Tennis lights per season		Full Cost Recovery	Full Cost Recovery
Family Membership		\$150.00	\$150.00
Single Adult Membership		\$100.00	\$100.00
Single Student/Senior Membership		\$50.00	\$50.00
Children (12 years and under)		Free	Free
Outdoor Court Instructor Rental		N/A	\$20.00
Lesson Fees will be determined based on competitive rates			
Storage Space Per Year			
Youth Organization Storage		\$500.00	\$500.00
Centennial/ H.B. Park		\$50.00	\$50.00
Supply Rentals (Daily Fee with Facility Rental)			
Picnic Table/Folding Table		\$20.00	\$25.00
Folding Cruiser Table		\$10.00	\$12.00
10 x 10 Tents with Weights		\$25.00	\$28.00
Kids Folding Table		\$10.00	\$12.00
Refundable Equipment Deposit (taxes not applicable)		\$100.00	\$100.00



Recreation & Cultural Services

	2021	2022
Aquatic Rates		
Swimming Lessons		
Parent & Tot 1, 2, 3	\$69.00	\$69.00
Preschool A-E	\$80.00	\$80.00
Swimmer 1, 2	\$80.00	\$80.00
Swimmer 3, 4, 5, 6	\$86.00	\$86.00
Patrol (Rookie, Ranger, Star)	\$89.00	\$89.00
Private Lessons (10)	\$169.00	\$169.00
Semi Private Lessons (10)	\$142.00	\$142.00
Stroke Builder Lessons (10)	\$86.00	\$86.00
Bronze Star	\$82.00	\$82.00
Bronze Medallion/Emergency First Aid CPR (Additional Fee for Materials)	\$145.00	\$145.00
Canadian Lifesaving Society Manual	N/A	\$47.00
Bronze Cross	\$123.00	\$123.00
Bronze Cross Recertification	\$56.00	\$56.00
Swim Team	\$115.00	\$115.00
NL Recertification	\$79.00	\$79.00
Facility Charges		
Pool Rental per hour	\$62.00	\$63.25
Lifeguard fee per hour (minimum 2 guards/rental)	\$26.00	\$26.50
Public Swim Rates		
Adult	\$3.98	\$3.98
Child/Senior	\$3.54	\$3.54
Family	\$11.95	\$11.95
Swim Pass – Single	\$55.75	\$55.75
Swim Pass - Family	\$101.77	\$101.77
Aqua Zumba	N/A	\$5.31
Lane Swim (1 lane for 1 hour/week for the season)	N/A	\$20.00



Recreation & Cultural Services

	2021	2022
Camp Rates		
March Break Camp		
Single Week	\$185.00	\$185.00
Single Day Registration	\$65.00	\$65.00
Family Weekly Registration Discount Each Child after 2 nd Child	(\$45.00)	(\$45.00)
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Lunch per week	\$31.00	\$31.00
Lunch per day	\$6.50	\$6.50
Leaders in Training Program	\$110.00	\$110.00
Refund Administration Fee	\$10.00	\$10.00
Summer Camp		
Single Day Registration	\$65.00	\$65.00
Single TRIP Day Registration	\$65.00	\$65.00
Single Week Registration	\$180.00	\$180.00
Multiple Week Registration discount each week after 2 weeks	(\$10.00)	(\$10.00)
Family Day Registration (max 3)	N/A	N/A
Family TRIP Day Registration (max 3)	N/A	N/A
Family Weekly Registration Discount Each Child after 2 nd Child	25%	25%
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00	\$33.00
4 Day Camp Week (Due to Holiday)	N/A	\$150.00



Recreation & Cultural Services

Specialty Programs/Camps	2021	2022
Single Week Registration	\$195.00	\$195.00
Family Weekly Registration Discount Each Child after 2 nd Child	25%	25%
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00	\$33.00
Ballroom Dance Lessons (10 Classes)	\$71.00	\$72.57
Ballroom Social Tickets	\$9.00	\$9.00
Improv Classes (10 Classes)	\$9.00	\$9.00
Triathlon Club Monthly	\$65.00	\$65.00
Triathlon Club with Swim Team membership Summer	\$225.00	\$225.00
Activity Drop in Fee Adult	\$5.31	\$5.31
Activity Punch Pass (20) Adult	\$70.80	\$70.80
Activity Drop in Fee Youth	\$3.10	\$3.10
Activity Punch Pass (25) Youth	\$70.80	\$70.80
Seniors Social Membership Fee - Annual	\$36.00	\$36.00
P.D Camp Registration (includes lunch)	\$45.00	\$45.00
Holiday Workshop Registration (includes dinner)	\$25.00	\$25.00
Mini Camp	\$120.00	\$120.00
Brock Fit (12 weeks)	N/A	\$119.47
Pickleball Clinics (Per Person)		\$14.00
Municipal Property Damage	Full Cost Recovery	Full Cost Recovery
Pelham Transit (As Pilot Project, Operated by Regional Transit On Demand)		
Standard Bus Fare	N/A	N/A
Bus Ticket Pack (11 Tickets)	N/A	N/A
Bus Pass Monthly	N/A	N/A



Public Works

	2021			2022		
Culvert Fees - \$100	3 meter	6 meter	9 meter	3 meter	6 meter	9 meter
250 mm – Culvert - \$193.00/m – Coupler \$10.50	\$679.00	\$1,158.00	\$1,737.00	\$699.00	\$1,193.00	\$1,789.00
300 mm – Culvert - \$205.00/m – Coupler \$12.50	\$715.00	\$1,230.00	\$1,845.00	\$736.00	\$1,267.00	\$1,900.00
375 mm – Culvert - \$217.00/m – Coupler \$15.50	\$751.00	\$1,302.00	\$1,953.00	\$774.00	\$1,341.00	\$2,011.00
450 mm – Culvert - \$232.00/m – Coupler \$18.50	\$796.00	\$1,392.00	\$2,088.00	\$820.00	\$1,434.00	\$2,151.00
525 mm – Culvert - \$253.00/m – Coupler \$21.50	\$859.00	\$1,518.00	\$2,277.00	\$885.00	\$1,564.00	\$2,345.00
600 mm – Culvert - \$271.00/m – Coupler \$24.50	\$913.00	\$1,626.00	\$2,439.00	\$940.00	\$1,675.00	\$2,512.00
*** larger or off sizes will be charged as per occurrence						

Cemeteries

Resident Rates

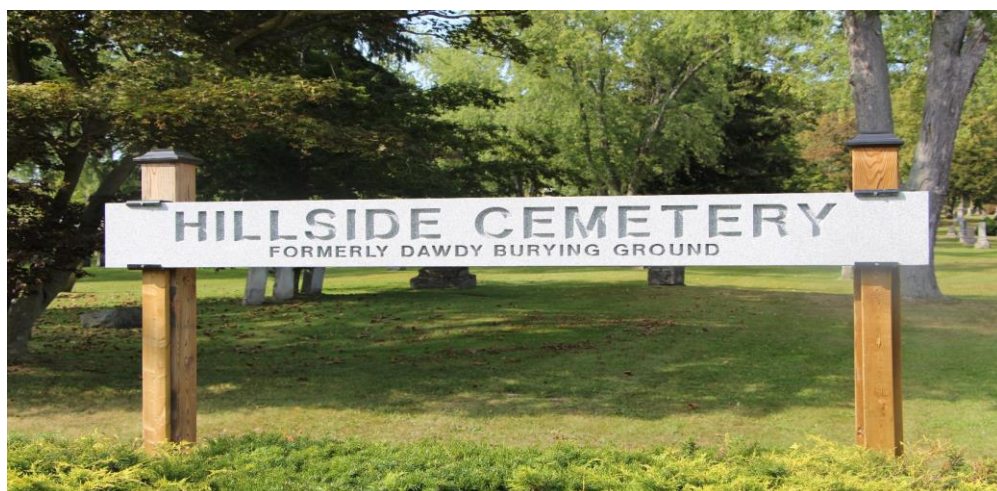
Land Acquisition per grave lot

Adult Grave	\$1,046.00	\$1,077.00
Columbarium niche	\$2,346.00	\$2,346.00
Perpetual Care for niche (15%)	\$414.00	\$414.00

Non-Resident Rates

Land Acquisition per grave lot

Adult Grave	\$1,659.00	\$1,709.00
Columbarium niche	\$2,932.50	\$2,932.50
Perpetual Care for niche (15%)	\$517.50	\$517.50



Public Works

	2021	2022
Interment Fees		
Standard Burial		
Adult		
Opening and Closing Weekdays (**additional Administration Fee will be added)	\$633.00	\$652.00
Opening and Closing Saturday morning (**additional Administration Fee will be added)	\$909.00	\$936.00
Opening and Closing Saturday afternoon (**additional Administration Fee will be added)	\$955.00	\$984.00
***Administration Fee	\$12.00	\$12.00
Infant		
Weekdays (**additional Administration Fee will be added)	\$298.00	\$307.00
Saturday (**additional Administration Fee will be added)	\$606.00	\$624.00
***Administration Fee	\$12.00	\$12.00
Cremated Remains		
Weekdays	\$235.00	\$242.00
Saturday	\$460.00	\$474.00
Columbarium Weekday	\$281.00	\$289.00
Columbarium Saturday	\$470.00	\$484.00
***Administration Fee	\$12.00	\$12.00
Mausoleum		
Weekdays	\$313.00	\$322.00
Saturday	\$469.00	\$483.00



Public Works

	2021	2022
Interment Fees (continued)		
Disinterment Charges		
Adult/Child disinterment only	\$959.00	\$988.00
Adult/Child disinterment & re-interment	\$1,602.00	\$1,650.00
Infant/Stillborn disinterment only	\$319.00	\$329.00
Infant/Stillborn disinterment & re-interment	\$533.00	\$549.00
Cremains disinterment only	\$694.00	\$715.00
Cremains disinterment & re-interment	\$1,071.00	\$1,103.00
Columbarium	\$281.00	\$289.00
Foundation Charges		
Foundation charge per cubic foot	\$41.00	\$42.00
Markers	\$92.00	\$95.00
Cornerstones	\$97.00	\$100.00
Administration Fees		
Interment Rights Transfer	\$54.00	\$55.00
Interment Rights Exchange	\$54.00	\$55.00
Interment Rights Replacement/Duplicate	\$32.00	\$33.00
Cemetery Records Search – per hour	\$27.00	\$28.00
Marker Perpetual Care and Maintenance		
Upright marker four feet or less in height and four feet or less in	\$100.00	\$200.00
Upright market more than four feet or less in height and four feet or less in length	\$200.00	\$400.00
Flat Marker over 172 square inches	\$51.00	\$100.00



Public Works

	2021	2022
Foundation Charges (continued)		
Other Fees		
Columbarium Plate Engraving to Town specifications for font/size/style (at time of need). Actual cost of engraving plus \$75 administration fee to cover internal costs and shipping	\$75.00 + Actual Cost of Engraving	\$75.00 + Actual Cost of Engraving
Overtime Rate per hour	\$270.00	\$275.00
Archaeological Dig – per hour	\$87.00	\$90.00
Dedication Items		
Wheel Chair Accessible Picnic Table	\$4,000.00	\$4,000.00
6-Foot “Pelham Bench”	\$3,000.00	\$3,000.00
Pride Bench	\$3,000.00	\$3,000.00
Bike Rack	\$1,000.00	\$1,000.00
Bike Repair Station	\$4,500.00	\$4,500.00
Concrete Ping Pong Table	\$10,500.00	\$10,500.00
Chess/Checkers Games Table	\$4,000.00	\$4,000.00
Tree Dedication	\$750.00	\$750.00



Public Works

	2021	2022
Permit Fees		
Special Event Permits (includes administration, site inspection and traffic plan review)	\$150.00	\$154.00
Driveway Entrance Permit and Inspection Fee (includes one Inspection)	\$150.00	\$154.00
Road Closure/Open Fees		
Closure/Open (4 hours max)	\$230.00	\$237.00
Overtime – Closure/Open (4 hours max)	\$285.00	\$294.00
Double Time Sunday and Holidays – Closure/Open (4 hours max)	\$350.00	\$361.00
Barricade/Cone/Barrel Deposit – refundable		
Under 10 Units	\$100.00	\$103.00
10 – 20 Units	\$200.00	\$206.00
Over 20 Units	\$500.00	\$515.00
Municipal Property Damage		
	Full Cost Recovery	Full Cost Recovery
Development Inspection per diem		
	Full Cost Recovery	Full Cost Recovery
Unopened Road Allowance Application Fee		\$1,200.00
		\$1,236.00
Closed Road Allowance Disposal Charges		Full Cost Recovery
		Full Cost Recovery



**Community Planning
& Development**



**Fire & By-Law
Services**



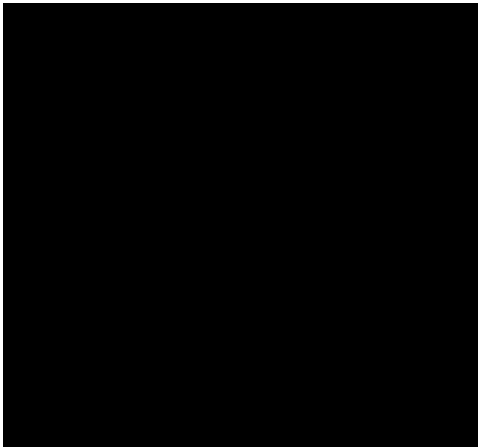
Public Works



**Recreation, Culture
& Wellness**



Corporate Services



**Administration
Services**

Subject: Niagara 2022 Canada Summer Games – Venue Use Agreement; Torch Relay; and 13 for 13 Festival Event

Recommendation:

BE IT RESOLVED THAT Council receive Report #2021-0213 Recreation – Niagara 2022 Canada Summer Games Venue Use Agreement; Torch Relay and 13 for 13 Festival Event for information.

AND THAT Council approve entering into the Venue Use Agreement with Niagara 2022 Canada Summer, along with their respective by-laws, for the Mayor and Clerk’s signature.

Background:

This report is being presented to bring Council up-to-date on the status of events in Pelham for the 2022 Canada Summer Games and approval for the Mayor and Clerk to sign the Venue Use Agreement. (See Appendix A – 2022 Canada Summer Games Venue Use Agreement).

As Council is aware, the Niagara Region will be hosting the 2022 Canada Summer Games August 6 to 22, 2022. This coming summer each municipality will host a sport, torch relay event and 13 for 13 festival. Pelham will be hosting Road Cycling Race Events.

The following are the dates for the above noted events:

Torch Relay – Saturday July 16th, 2022 (Saturday of Summerfest).

Road Cycling Races – Thursday August 18, 2022 (same time as the regularly scheduled Thursday night event).

13 for 13 Cultural Festival – Thursday August 18, 2022 (same time as the regularly scheduled Thursday night event).

Over the past year staff have been involved in planning these events by sitting on various Canada Games Committees and meeting with Canada Games Staff, i.e. Communications Committee; Torch Relay Committee; 13 for 13 Festival Committee; and Sport Venue Committee.

Analysis:

Torch Relay: Saturday July 16, 2022

The Niagara 2022 Summer Games Torch Relay will take place between June 8 – 18, beginning in Ottawa and travelling by ship through the Welland Canal. Then travelling by land June 25 – August 6, through each Municipality starting in Thorold; Niagara Falls, Fort Erie; Port Colborne; Wainfleet; Welland; Pelham; West Lincoln; Grimsby; Lincoln; Niagara on the Lake and finally St.Catharines' Meridian Centre Cauldron Lighting Opening Ceremonies.

Each municipality must have an official start and finish event at the torch relay. The beginning is a pep rally and the end is a party/celebration. The Town will determine the route. Routes are typically about 10km in length with about 10 torchbearers. The Games are responsible to acquire torchbearers and anything related to them (attire, vetting, etc). Torchbearer nomination process will be in February, with torchbearers announced in April.

Summerfest occurs on the date of the torch relay, therefore the start and finish will be on one of the stage locations either downtown or in the Peace Park. This avenue makes sense as the stage, entertainment, vendors, food, road closures, etc. are already in place.

Canada Games already has a partnership with Niagara Rotary Clubs to assist with the Torch Relay. Rotary will have a t-shirt fundraiser, anyone that purchases a t-shirt will have the opportunity to run behind torchbearers.

Staff will be working with the Canada Games Committee to establish the torch relay route.

13 for 13 Cultural Festival Event: Thursday August 18, 2022

The 13 for 13 Cultural Festival will enable each of Niagara's municipalities to collaborate with a paired Province or Territory and showcase the unique cultural heritage, entertainment, art and culinary experiences of their pairing on their assigned special evening of celebration.

Pelham will incorporate the Thursday Night Experience with this event on August 18. This event will include a focus on an Alberta-inspired offering, based on 13 for 13 Cultural Festival details. Staff have engaged the Niagara Regional Native Centre to assist in the inclusion of traditional Indigenous elements. Staff are also working with the Bandshell Committee on this event with entertainment to have an Albertan tie in.

Summer Games will be giving the Town \$10,000.00 towards this event. In working with the Bandshell Committee \$5,000.00 has been set aside for the main concert. The remainder \$5,000.00 will assist other costs such as, souvenirs, Supper Market entertainment, logistics, i.e. shuttles, etc.

Road Cycling Race: Thursday August 18, 2022

Pelham will be hosting the Road Cycling Race on Thursday August 18th, 2022. Over the past couple of years staff have been working with the Canada Games on the route and condition of the roads.

The race route is a 14 km loop that starts and ends at the intersection of Pelham Street and Pelham Town Square in the downtown core of Fonthill. The race route heads west on Churchill Road and Canboro Road and uses the following Town roads for the remainder of the course: Effingham Road, Tice Road, Cream Street, Metler Road, Hansler Road, Overholt Road, and Pelham Street North. (See Appendix B – Cycling Race Route Map).

Two races will be held during the day, 10:00 am and 2:30pm, with the start and finish line Pelham Street, downtown Fonthill. Awards ceremony will be held in the Bandshell after each race. (See Appendix C - Venue description).

The Canada Games and Niagara Regional Police Services working group are meeting with their recommendation on road closure and police presence in early January and will then move forward with a full traffic management plan for the event. Exact times for closures and re-opening of Pelham Street is still being determined; however, it is anticipated that Pelham Street will be closed to vehicular traffic between Port Robinson Road and Hwy 20 for the entire duration of the race day. This is consistent with the closures undertaken during the Summerfest celebrations.

Public Works staff will be deployed to assist in the temporary closure of local roads on the race route as determined by the traffic management plan and will be assisting in the closure and re-opening of Pelham Street in the vicinity of the start/finish area.

Financial Considerations:

Canada Games will be covering all costs related to the Road Cycling Race. Canada Games have contributed \$21,250 towards the paving of Steve Bauer Trail as a legacy contribution.

Torch Relay expenses will be covered by Canada Games, many logistics are already in place due to Summerfest activities.

13 for 13 Cultural Event, Summer Games will be contributing \$10,000.00 towards this event and Staff will work within that amount.

Alternatives Reviewed:

There were no alternatives considered in the preparation of this report.

Strategic Plan Relationship: Build Strong Communities and Cultural Assets

Niagara 2022 Canada Summer Games is a great opportunity to show case the Community and the Niagara Region. It will contribute to the economy and build pride within.

Consultation:

Jennifer Stirton, Town Solicitor, has reviewed the proposed Venue Use Agreement.

Other Pertinent Reports/Attachments:

Appendix A – 2022 Canada Summer Games

Appendix B – Cycling Race Route Map

Appendix C - Venue Description

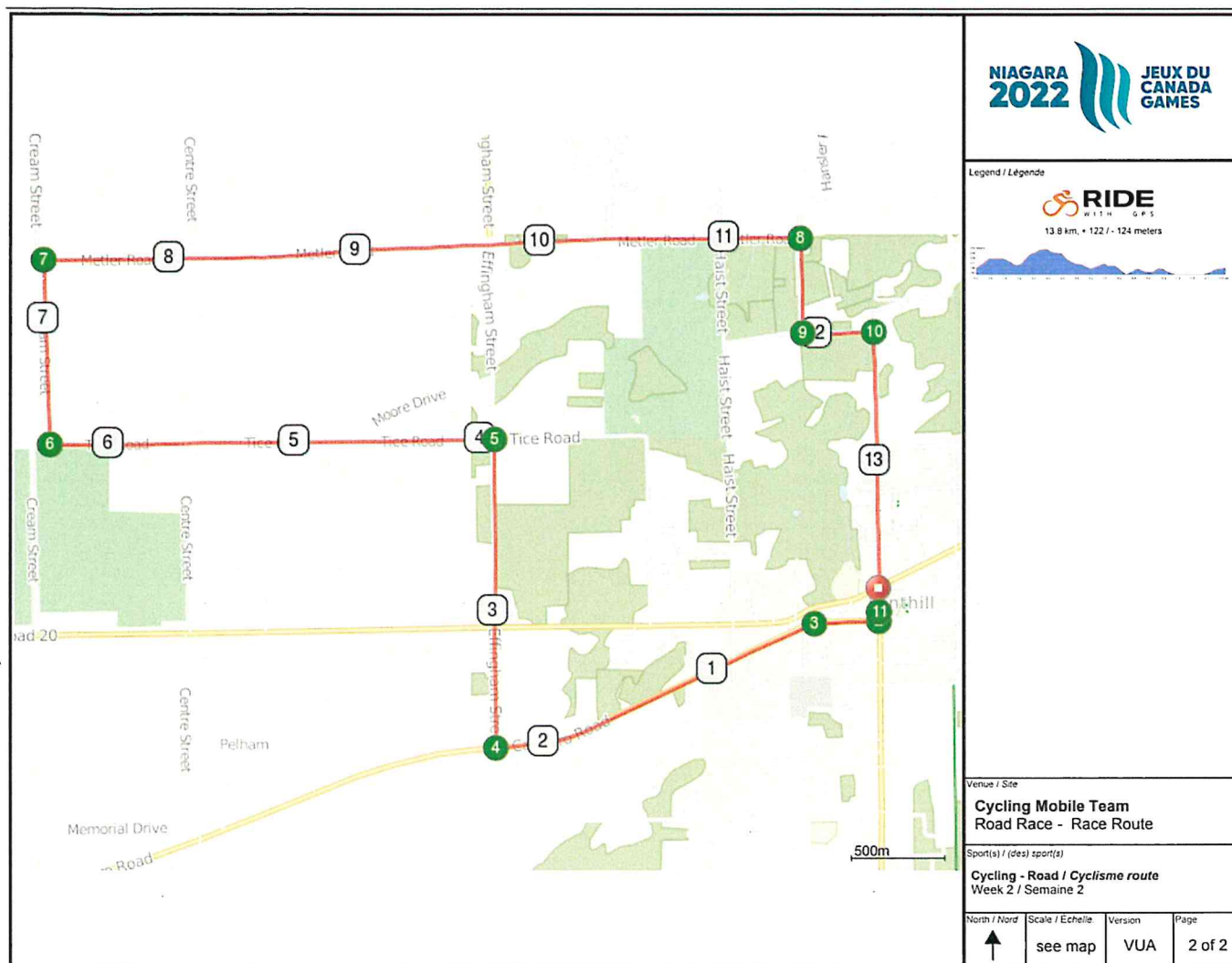
Prepared and Recommended by:

Vickie vanRavenswaay, RRFA
Director of Recreation, Culture and Wellness

Jason Marr,
Director of Infrastructure Services

Prepared and Submitted by:

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



Spaces and Services, to be assigned during the Venue Operational Planning Process:

To include sweeping of the course route prior to any official training or competition session.

Protocol

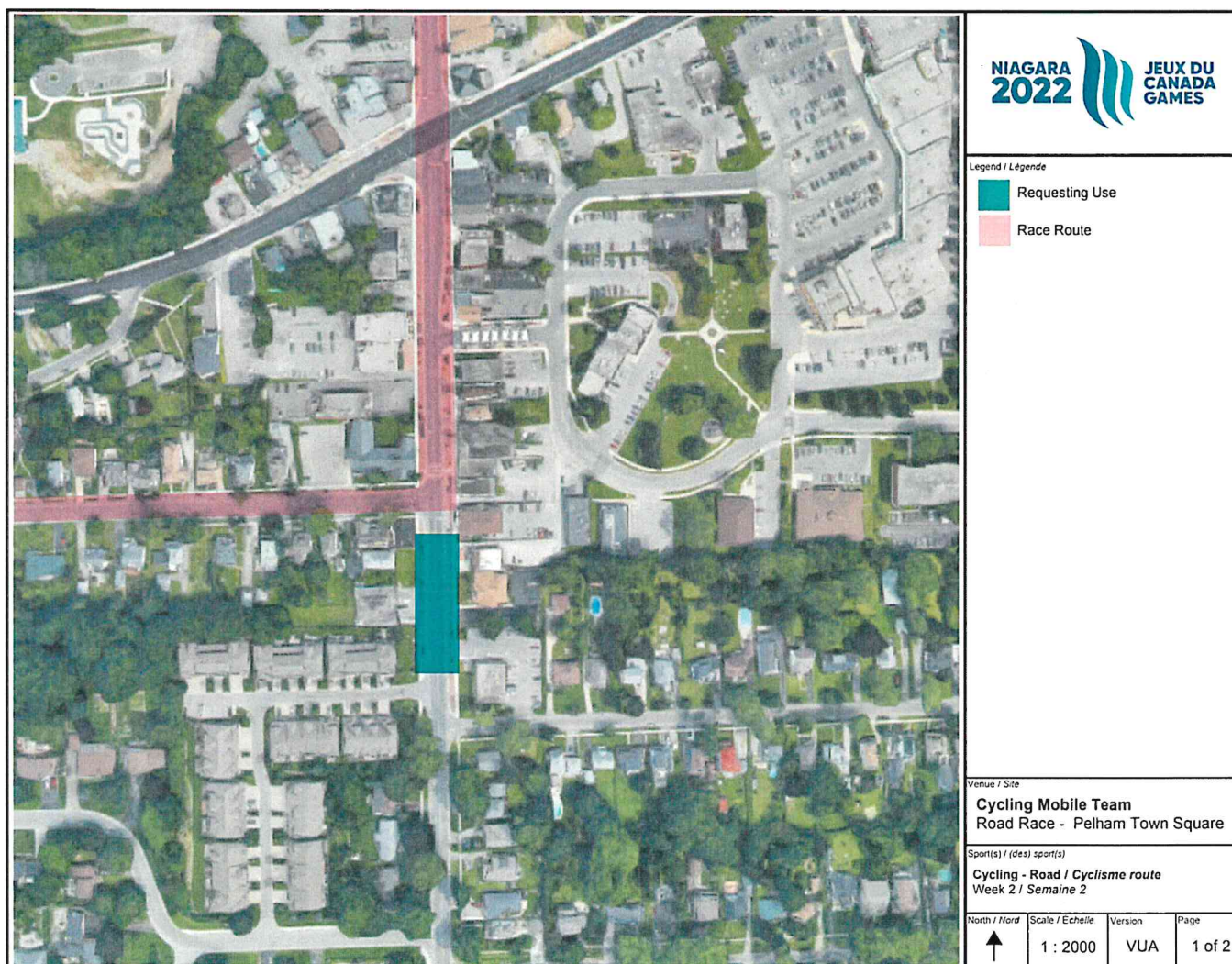
- Area for medal or other presentations
- Storage of medals
- VIP seating

Schedule A – Venue Description

Town of Pelham and surrounding roads scheduled for Road Cycling

Space usage:

To include Volunteer and Officials parking, Athlete drop off areas and support vehicle staging in the vicinity of the start area.



NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

This **VENUE USE AGREEMENT** is dated as of and effective November 1, 2021 (the “**Effective Date**”).

BETWEEN:

2021 CANADA GAMES HOST SOCIETY INC. (the "Host Society")

AND

TOWN OF PELHAM (the “Licensor”)

WHEREAS

- A. The Host Society is organizing the 2022 Canada Games which will be hosted in the Niagara region from August 6 to 22, 2022;
- B. The Licensor owns the roadways and lands indicated in Schedule A; and
- C. The Licensor wishes to make available, and the Host Society wishes to use such lands for the 2022 Canada Games.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 **Definitions** - For the purposes of this Agreement and the Schedules attached hereto, the following terms shall have the following meanings:

“**Agreement**” means this Venue Use Agreement and the Schedules attached hereto, as may be amended from time to time in accordance with the terms hereof;

“**Games**” means the 2022 Canada Games;

“**Games Period**” means the period that the Venue will be used for the Games as described in *Schedule B - Venue Access*, and such reasonable period as is necessary to commission and decommission the Venue for such use;

“**Party or Parties**” means a party or parties, respectively, to this Agreement; and

“**Venue**” means those lands, buildings, roadways and/or facilities owned by the Licensor and described in *Schedule A – Venue Description*, together with such ancillary facilities, furniture, fixtures and equipment as are necessary for the general services identified in Schedule A and the Host Society’s other reasonable purposes.

2. GRANT OF LICENSE

- 2.1. **Games Period Use** - The Licensor hereby grants to the Host Society an exclusive license to use the Venue for the Games Period. The Licensor acknowledges and agrees that the Games Period described in *Schedule B - Venue Access* is subject to change.
- 2.2. **Venue Modifications** - The Licensor shall provide the Host Society access to the Venue before and after the Games Period to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, and to return the Venue to its same condition, including reasonable wear and tear, as identified and agreed to by the Parties or to such other condition described in *Schedule C – Venue Modifications*. The Licensor acknowledges and agrees that the *Venue Fit-Out Plan* referred to in section 5 of this Agreement may change the Venue Modifications described in *Schedule C*, the Venue Access described in *Schedule B*, and the Venue Description in *Schedule A*.
- 2.3. **Test Events** – The Parties acknowledge that the Host Society may also require use of the Venue before the Games Period for events to test any venue modifications or the readiness of the Venue or the Host Society to host the Games. The Host Society shall provide reasonable notice to the Licensor regarding any such proposed test event and, provided that no contractual or operational conflict is anticipated, the Licensor will allow the Host Society to access and use the Venue for any such test event.
- 2.4. **Costs** – The Host Society shall be entitled to the rights for access and use of the Venue granted in this Agreement for no fees and at no cost other than as expressly provided for in this Agreement. The Licensor shall be responsible for all normal operating and utility costs attributable to the operation of the Venue, including property taxes, janitorial and housekeeping costs, security costs, environmental management and waste recycling, collection and disposal costs, provision of WiFi sufficient for Games-time needs, electrical power, heating, water, ventilation and air conditioning

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costs, and maintenance and repair costs that the Licensor or its operator would normally incur in the operation of the Venue. The Host Society shall be responsible for any incremental costs for additional services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating and utility costs and are expressly described in *Schedule D – Costs*. The Host Society shall also be responsible for any repair costs to the Venue and its contents due to damage attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear, as identified and agreed to by the Parties. The Host Society shall have the option to enter into agreements independently of the Licensor in relation to the Host Society's use of the Venue as it considers necessary.

3. SERVICES AND MAINTENANCE

- 3.1. Janitorial and Housekeeping Services** - The Licensor shall provide janitorial and housekeeping services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such janitorial and housekeeping services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional janitorial and housekeeping services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional janitorial and housekeeping services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional janitorial and housekeeping services provided by the Host Society complement the janitorial and housekeeping services normally provided at the Venue.
- 3.2. Security Services** – The Licensor shall provide security services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such security services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional security services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional security services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional security services provided by the Host Society complement the security services normally provided at the Venue.

- 3.3. Environmental Management and Waste Services** – The Licensor shall provide environmental management and waste recycling, collection and disposal services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such environmental management and waste recycling, collection and disposal services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional environmental management and waste recycling, collection and disposal services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional environmental management and waste recycling, collection and disposal services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional environmental management and waste recycling, collection and disposal services provided by the Host Society complement the environmental management and waste recycling, collection and disposal services normally provided at the Venue.
- 3.4. Maintenance and Repair** – The Licensor shall maintain and repair the systems, facilities, and equipment necessary for the proper operation of the Venue to ensure continuous, reliable and normal operation during the Games Period, and shall be responsible for all costs of maintaining and repairing such systems, facilities and equipment during the Games Period. The Licensor shall ensure that the Venue and the systems, facilities, and equipment necessary for the proper operation of the Venue comply with all applicable laws, including all applicable fire and building codes. The Licensor shall provide the Host Society with access to all relevant plans for the Venue and its proper operation including all relevant emergency plans.
- 3.5. Labour** - In accordance with a mutually acceptable work plan, the Licensor's operating staff at the Venue may be supplemented during the Games Period by the Host Society's staff, volunteers and contracted service providers. The Host Society acknowledges the Licensor's legal obligations as an employer, and agrees to accommodate any labour relations or other regulatory implications in the development and implementation of any such work plan. The Host Society shall be responsible for training its staff and volunteers to comply with any applicable statutory and reasonable Licensor requirements.

4. FURNITURE, FIXTURES, EQUIPMENT AND STORAGE

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- 4.1. Furniture, Fixtures and Equipment Use** – During the Games Period, the Host Society shall be entitled to use all fixtures, furnishings and equipment normally situated in the common public areas and other areas of the Venue to be used by the Host Society. The Licensor has the discretion, acting reasonably, to identify any furniture, fixtures or equipment that it deems non-available for use by the Host Society during the Games Period in *Schedule A – Venue Description* or the *Venue Fit-Out Plan* referred to in section 5 of this Agreement. So far as practicable, the Licensor shall also provide the Host Society with use of all storage facilities at the Venue during the Games Period. The Host Society shall be entitled to the use of such furniture, fixtures and equipment and such storage facilities at the Venue for no fees and at no cost other than as expressly provided for in this Agreement.
- 4.2. Condition of Furniture, Fixtures and Equipment** – Prior to and after the Games Period, the Host Society and the Licensor shall assess the furniture, fixtures and equipment used at the Venue during the Games Period to establish an agreed upon inventory and record regarding the condition of such furniture, fixtures and equipment. The Host Society will be responsible for any loss or damage to such furniture, fixtures and equipment attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear, provided that any such loss or damage is identified by such inventory and record.

5. VENUE MODIFICATIONS AND FIT-OUT

- 5.1. Modifications** – The Host Society has the right to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*.
- 5.2. Venue Fit-Out Plan** - Subsequent to the execution of this Agreement, a fit-out plan (the "*Venue Fit-Out Plan*") shall be developed by the Host Society which shall describe in greater detail the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, including the Venue spaces, temporary structures and planned uses during the Games Period and the commissioning and decommissioning of those Venue spaces and temporary structures, and a traffic control plan. The *Venue Fit-Out Plan* shall be subject to the prior consent of the Licensor, which consent shall not be unreasonably withheld.
- 5.3. Modifications to Accommodate Accessibility** - The Licensor acknowledges that the Host Society is committed to the integration of physically-challenged athletes, volunteers and spectators into the Venue where appropriate. The Licensor shall permit the Host Society to undertake accessibility inspections of the Venue and to undertake such reasonable improvements, alterations, modifications, renovations and fit-out to the Venue to support such accessibility initiatives as

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described in the *Venue Fit-Out Plan*.

- 5.4. Return of Venue** – Excluding any permitted improvements, alterations, modifications or renovations which the Host Society and Licensor intend to be permanent and to remain part of the Venue as described in *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*, the Host Society shall return the Venue following the Games Period to the Licensor in the same condition as when it took possession, including reasonable wear and tear, as identified and agreed to by both Parties.

6. ENVIRONMENT

- 6.1. Smoke-Free Environment** - The Host Society and the Licensor shall adhere to a smoke-free environment at the Venue during the Games Period. Smoking areas at the Venue may be designated pursuant to applicable laws. In addition, the Licensor shall not sell, advertise, promote or exhibit tobacco products in any location at the Venue which is accessible to athletes at the Games.

7. PARKING

- 7.1 Security Controls and Signage Requirements** – During the Games Period, the Host Society shall have the right to erect and maintain, at its own cost, parking signage and security controls for those parking areas at the Venue described in *Schedule A – Venue Description*, *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*.

8. SIGNAGE

- 8.1. Venue Identification Signage** - The Host Society shall have the right to install at, on or in the Venue any signage identifying the Venue as a venue for the Games at its own cost.
- 8.2. Other Signage** - The Host Society shall also have the right to install at, on or in the Venue any interior or exterior signs, banners, posters, flags or displays (electronic or otherwise) for any pageantry, operational, way-finding, promotional, sponsorship, advertising or other purposes related to hosting the Games at its own cost.
- 8.3. Notice and Timing** - The *Venue Fit-Out Plan* developed by the Host Society shall generally describe the signage which the Host Society plans to install at, on or in the Venue, and the schedule for the installation of such signage in advance of the Games Period and the removal of such signage after the Games Period.

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- 8.4. Coverage of Existing Signage** - The Host Society shall have the right and sole discretion to identify any existing signage at, on or in the Venue that will be covered or removed during the Games Period. Provided the Host Society has given advance notice to the Licensor, the Host Society may cover or remove any such identified signage. The Host Society will ensure that all traffic and regulatory signage remains in place throughout the Games Period except when required when the Venue is actively in use for the Games.

9. TECHNOLOGICAL AND COMMUNICATION REQUIREMENTS

- 9.1. Technology Additions** - The Host Society may install at the Venue additional telephone, internet, computer or other technology or communications equipment or systems for its use during the Games Period at its own cost. The *Venue Fit-Out Plan* developed by the Host Society shall generally describe such technology additions and the schedule for their installation in advance of the Games Period and removal after the Games Period.

10. TICKETING AND OTHER REVENUE GENERATION

- 10.1 Revenue Generation** - Except as otherwise provided in this Agreement, the Host Society shall have the exclusive right to all commercial benefits of the Games in relation to its use of the Venue including, without limitation, the exclusive right:
- 10.1.1.** to sell tickets of admission to Games events via the Games ticketing platform(s) and to levy other charges on persons attending the Games if required;
 - 10.1.2.** to solicit the contribution or donation of funds, goods or services through sponsorship;
 - 10.1.3.** to license, manufacture and sell Games-related merchandise; and
 - 10.1.4.** to all gaming activities including 50/50 tickets, lottery tickets and casino gaming.

11. VENUE/SPORT LEGACY

- 11.1. Venue/Sport Legacy Agreement** – Subsequent to the execution of this Agreement, the Parties agree that they may enter into negotiations regarding a Venue/Sport Legacy Agreement in relation to the Venue. The Licensor agrees that it will undertake any such negotiations in good faith.

12. VENUE TEAM

- 12.1. Venue Team Lead** - The Licensor acknowledges that the Host Society shall designate a person to

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act as the lead (the "**Venue Team Lead**") for the Host Society team responsible for managing the operations at the Venue during the Games Period. Host Society volunteers and staff working at the Venue during the Games Period shall be responsible to and shall accept direction from the Venue Team Lead. During the Games Period, any Licensor concerns regarding operational matters are to be raised with and resolved by the Venue Team Lead. The Licensor may appoint a representative to the Host Society's Venue Team.

- 12.2. Venue Access** - The Licensor acknowledges that Venue access accreditations for the Games Period are provided on a strictly need-to access basis according to responsibilities, and shall provide the Host Society with a proposed plan for its staffing needs at the Venue during the Games Period together with sufficient information for the Host Society to process Venue access accreditations for such staff.

13. FOOD AND BEVERAGE SERVICES

- 13.1. Concession Sales** – The Licensor shall have the option to sell any and all food and beverage items in areas of the Venue accessible to the general public (the "**Concession Sales**") during the Games Period, provided that the Licensor can deliver the Concession Sales at a level of service acceptable to the Host Society. If the Licensor declines this option or is not able to meet the level of service required by the Host Society, in the sole opinion and absolute discretion of the Host Society, the Host Society may assume responsibility for the provision of Concession Sales at the Venue during the Games Period. All proceeds from the provision of Concession Sales will remain with the respective service provider unless otherwise provided herein.
- 13.2. Purchase of Product** - If the Licensor is responsible for the provision of Concession Sales during the Games Period, it shall purchase all necessary product inventory required for the provision of Concession Sales through any authorized supplier of the Host Society or the designated agent of any such authorized supplier. The Host Society shall provide the Licensor with a list of any such authorized suppliers. If the Host Society is responsible for the provision of Concession Sales during the Games Period, the Host Society will retain the right to purchase necessary product inventory from suppliers of its choice and will not be subject to any Licensor supplier agreements.
- 13.3. Catering** – The Host Society may provide any and all food and beverages to Host Society partners, staff, volunteers, athletes, officials, coaches, contractors or guests (the "**Catering Services**") at the Venue during the Games Period. The provision of any such Catering Services shall be subject to the consent of the Licensor, which consent shall not be unreasonably withheld. The Host Society shall

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have the option to enter into agreements independently of the Licensor for the purposes of providing any such Catering Services. The Host Society may also use vending machines to provide a portion of any such Catering Services.

14. INSURANCE

14.1. Licensor Insurance - The Licensor's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Licensor shall add the Host Society and its directors, officers, employees, agents, contractors and volunteers as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage includes a cross liability and severability of interest clause and that the Host Society and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Licensor would be liable if there had been only one insured. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available to the Host Society. The Licensor shall provide the Host Society with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Licensor's insurance coverage as required by this section must be approved in writing by the Host Society.

14.2. Host Society Insurance - The Host Society's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Host Society shall add the Licensor and its elected officials, directors, officers, and employees as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage includes a cross liability and severability of interest clause and that the Licensor and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Host Society would be liable if there

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had been only one insured. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available to the Licensor. The Host Society shall provide the Licensor with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Host Society's insurance coverage as required by this section must be approved in writing by the Licensor.

15. TERMINATION

- 15.1. Termination for Cause** - The Host Society shall have the right to immediately terminate this Agreement by written notice if:
- 15.1.1.** an effective resolution is passed for the winding up of the Licensor;
 - 15.1.2.** a petition is filed or an order is made for the winding up or liquidation of the Licensor and such petition or order is not diligently opposed by the Licensor;
 - 15.1.3.** the Licensor becomes insolvent or makes a bulk sale of its assets or a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act (Canada);
 - 15.1.4.** a bankruptcy petition is filed and presented and is not diligently opposed;
 - 15.1.5.** a custodian or receiver/manager or any other officer with similar powers is appointed in respect of the Licensor or its properties or any part thereof and the Licensor has not diligently moved to set such appointment aside;
 - 15.1.6.** any proceedings are commenced in respect of the Licensor under creditors arrangements legislation and are not diligently opposed by the Licensor;
 - 15.1.7.** a substantial change occurs in control or operating management of the Licensor which, in the sole opinion and absolute discretion of the Host Society, adversely affects the ability of the Licensor to perform its obligations under this Agreement or which is detrimental to the interests of the Host Society; or
 - 15.1.8.** the Licensor engages in conduct, which in the sole opinion and absolute discretion of the Host Society, reflects or could reflect unfavorably upon the name, reputation or image of the Host Society or the Games.
- 15.2. Termination for Convenience** - The Host Society may, without any penalty whatsoever, terminate this Agreement on thirty (30) days' written notice to the Licensor.
- 15.3. No Termination by Licensor** - The Licensor shall not terminate this Agreement for any reason. The Licensor agrees that in the event of any breach, in addition to other remedies available to the Host Society, at law or in equity, the Host Society shall be entitled as a matter of right to apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise

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that may be appropriate to ensure compliance with the provisions of this Agreement.

- 15.4. Cancellation** - In the event that the Games are not held for any reason, or the sport for which the Host Society is using the Venue is not included in the Games, the Parties shall not be obligated to any further performance of this Agreement and the rights granted and obligations imposed hereunder shall terminate upon written notice thereof from the Host Society. Specifically, no payments shall be required to be made hereunder on and after the date of such announcement.

16. CONFIDENTIALITY

- 16.1. Confidential Information** - Each Party (each, a “**Receiving Party**”) acknowledges that in the contemplation, negotiation and performance of this Agreement, such Receiving Party may gain, or may have gained, access to information that is confidential in nature regardless of whether it is identified as confidential (the “**Confidential Information**”) of the other Party (the “**Disclosing Party**”). The Receiving Party will keep Confidential Information of the Disclosing Party strictly confidential, and will only disclose and use such Confidential Information to the extent required to perform its obligations under this Agreement. The Receiving Party will cause those persons to whom it discloses Confidential Information to be bound by the confidentiality provisions hereof or substantially consistent provisions and will be responsible for any unauthorized disclosure by such persons. Notwithstanding the foregoing, the Receiving Party will not be liable for disclosure of Confidential information that:

- 16.1.1.** is or becomes part of the public domain without a breach of this Section by the Receiving Party;
- 16.1.2.** is received by the Receiving Party from a third party lawfully entitled to disclose such information at the time of disclosure;
- 16.1.3.** is independently developed by the Receiving Party without use of information disclosed by the Disclosing Party and can be proven as such by the Receiving Party; or
- 16.1.4.** is disclosed pursuant to an order of a governmental or regulatory authority of competent jurisdiction or as required by applicable law, provided that the Receiving Party gives the Disclosing Party prompt notice of such order, so that the Disclosing Party may contest such order.

17. INDEMNIFICATION

- 17.1. Indemnification by the Licensor** - The Licensor will indemnify and save the Host Society and its directors, employees, agents, volunteers and independent contractors (the “**Host Society Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to

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loss of life, personal injury or damage to property, that may be brought against or suffered by the Host Society Indemnified Persons or that they may sustain, pay or incur that are attributable to the willful misconduct or negligent actions or omissions of the Licensor in relation to this Agreement, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Host Society Indemnified Persons, or any breach of contract by the Host Society Indemnified Persons.

17.2. Indemnification by the Host Society - The Host Society will indemnify and save the Licensor and its directors, employees, agents and independent contractors (the “**Licensor Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to loss of life, personal injury or damage to property, that may be brought against or suffered by the Licensor Indemnified Persons or that they may sustain, pay or incur, that are attributable to the willful misconduct or negligent actions or omissions of the Host Society, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Licensor Indemnified Persons, or any breach of contract by the Licensor Indemnified Persons.

17.3. Limitation of Liability - Except for a breach of confidentiality obligations, instances of third-party loss of life or personal injury or for intellectual property infringement indemnification obligations, under no circumstances will either Party be liable to the other for any economic, commercial, special, consequential, incidental, exemplary or indirect damages, even if the other Party has been advised of the possibility of such damages. Further, under no circumstances will the Host Society be liable to the Licensor for any perceived or actual loss of revenue by the Licensor in relation to the Venue.

18. GENERAL

18.1. Term – The term of this Agreement shall commence on the Effective Date and shall expire and be terminated in accordance with the terms and conditions of this Agreement and ultimately on December 31, 2022.

18.2. 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

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such proceedings.

- 18.3. Force majeure** - No Party is responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is owing to fires, floods, severe snow storms, earthquakes, landslides, acts of war or terrorism, acts of God, strikes, lockouts, labour disputes, labour controversies, shortages of water or power, civil or military authority, pandemic, or by any other cause of any kind whatsoever beyond the control of the Parties.
- 18.4. Association** – The Parties acknowledge and agree that they are independent contractors with respect to all matters contemplated herein or otherwise and no partnership, agency, or employee relationship is intended or created by this Agreement.
- 18.5. Notices** - Any notice given hereunder will be deemed to have been duly and properly given if delivered personally, electronically or if mailed by prepaid registered post addressed below or at such other address as any such Party may from time to time designate by notice in writing to the other Party:

To the Licensor:

Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON, L0S 1E0
Attention: Vicky vanRavenswaay
(vanravenswaay@pelham.ca)

To the Host Society:

2021 Canada Games Host Society
25 Corporate Park Drive, Suite 302,
St. Catharines, ON L2S 3W2.
Attention: Peter Jones, Sr. Manager, Planning and Operations
(pjones@2022canadagames.ca)

- 18.6. Entire Agreement** - This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and will supersede any other oral or written agreements with respect to such subject matter. This Agreement may not be changed or modified except by an instrument in writing, duly executed by both the Host Society and the Licensor. No waiver of any provision hereunder will be considered effective or binding unless in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach

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waived.

- 18.7. Assignment** - This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Neither Party may assign its interest in this Agreement to any other person without the prior written consent of the other Party. For purposes of this subsection, a change of control will be deemed to be an assignment.
- 18.8. Severability** - If any provision of this Agreement is declared illegal, invalid, void or unenforceable by any judicial or administrative authority, that provision will be severed from this Agreement and the validity of the other provisions and of this Agreement will not be affected.
- 18.9. Further Acts** - Each of the Parties will do all such acts and things and execute and deliver all such instruments, writings and assurances as may be necessary to give full effect to this Agreement.
- 18.10. Survival** - The provisions of this Agreement which by their nature continue after the expiration or termination of this Agreement shall be and remain in force notwithstanding such expiration or other termination.
- 18.11. Schedules** - The following Schedules form part of this Agreement:
- *Schedule A - Venue Description*
 - *Schedule B - Venue Access*
 - *Schedule C - Venue Modifications*
 - *Schedule D - Costs*
 - *Schedule E - Permanent Upgrades*
- 18.12. Execution by Counterparts** - This Agreement may be executed in any number of counterparts or by fax or other electronic means, each of which will be deemed an original and all of which together will constitute one and the same contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the Effective Date.

2021 CANADA GAMES HOST SOCIETY

Per:

TOWN OF PELHAM

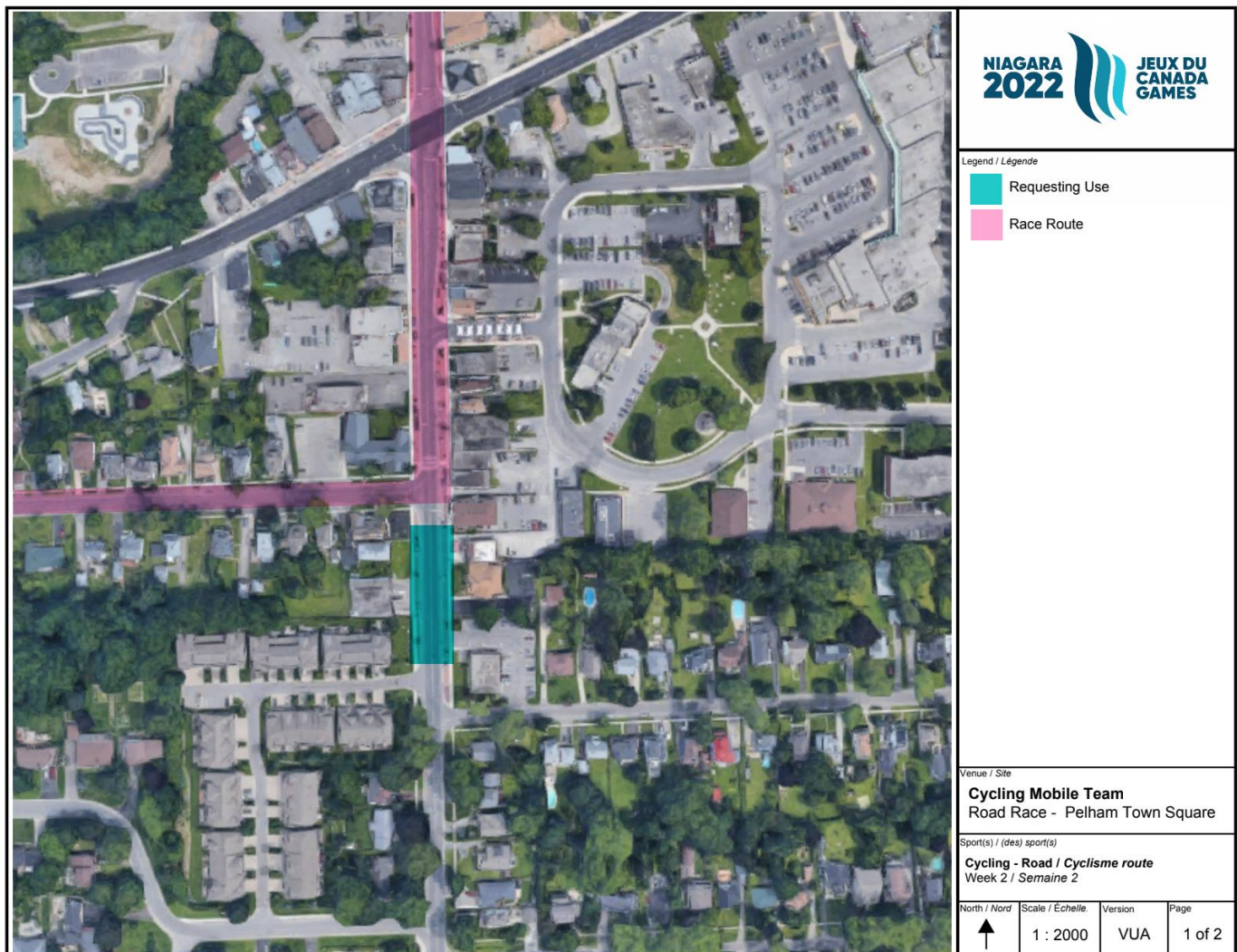
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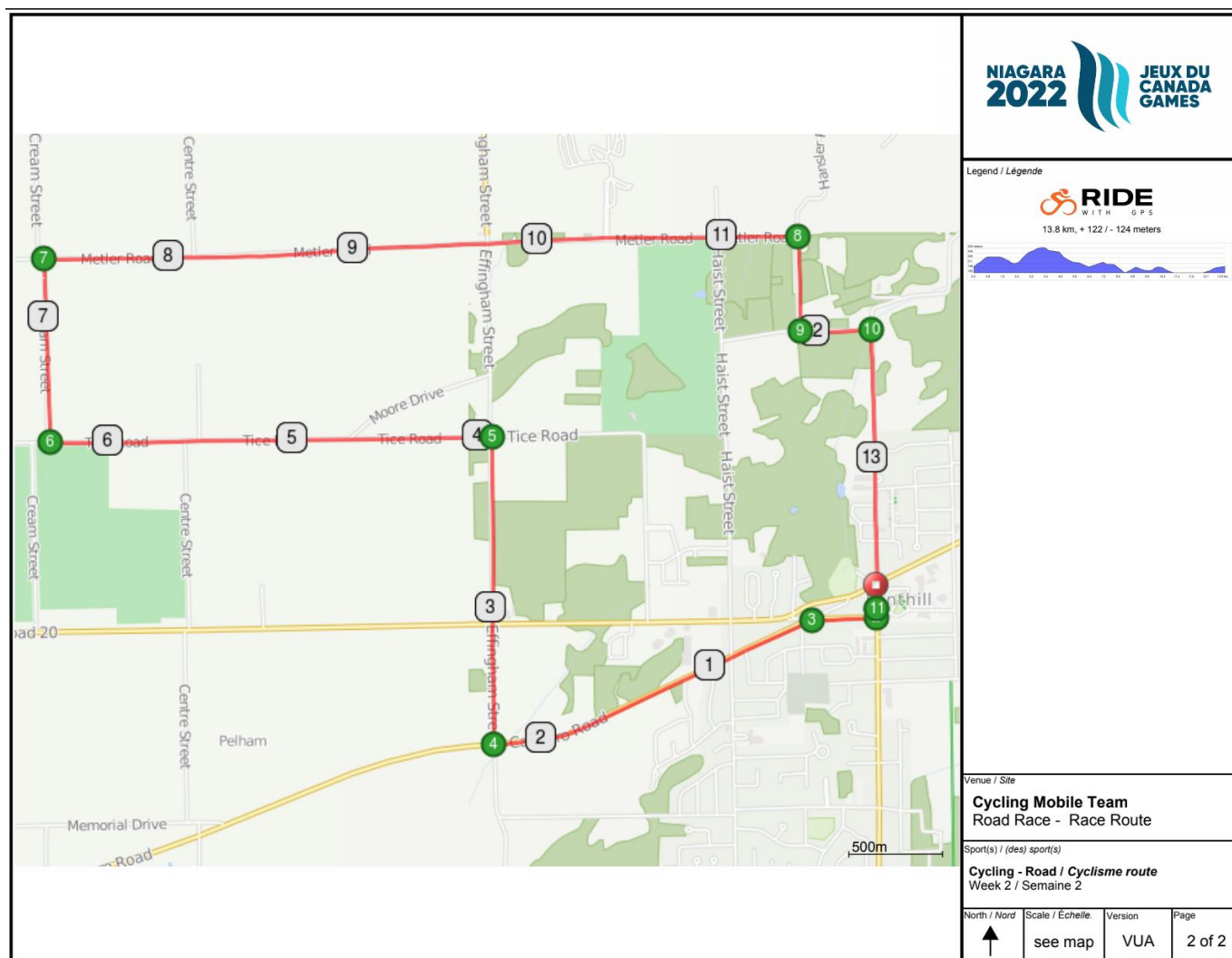
Schedule A – Venue Description

Town of Pelham and surrounding roads scheduled for Road Cycling

Space usage:

To include Volunteer and Officials parking, Athlete drop off areas and support vehicle staging in the vicinity of the start area.





Spaces and Services, to be assigned during the Venue Operational Planning Process:

To include sweeping of the course route prior to any official training or competition session.



Protocol

- Area for medal or other presentations
- Storage of medals
- VIP seating

Volunteers <ul style="list-style-type: none"> • Space for volunteer lounge • Space for volunteer check in
Sport Operations <ul style="list-style-type: none"> • Field of Play that meets Canada Games standards (provided below) • Back of house space for sport operations office • Access to space for athlete dressing rooms, lounges • Access to space for officials dressing rooms • Scoreboards • Space for results boards
Venue Operations <ul style="list-style-type: none"> • Space for venue operations centre • Accessible venue • Cleaning and waste removal
Venue Overlay <ul style="list-style-type: none"> • Space for temporary infrastructure, including tents, trailers, bleachers, portable washrooms, fencing and other utilities based on requirements • Venue diagrams/CADs • General furnitures, fixtures and equipment • Access to sound and PA systems where available
Signage, Pageantry and Fabrication <ul style="list-style-type: none"> • Ability to post signs, put up flags, banners etc • Beautification of flower beds and other space around Venue
Food Services <ul style="list-style-type: none"> • Ability to bring in food from outside vendors/centralized services, subject to the Licensor having first right of refusal • Space for participant feeding • Space for volunteer feeding
Security <ul style="list-style-type: none"> • Security office • Access control points

Medical <ul style="list-style-type: none"> • Medical office
Transportation <ul style="list-style-type: none"> • Parking for accredited Games family (no cost to accredited individuals) • Space for participant transport systems • Spectator parking (pay or free)
Logistics <ul style="list-style-type: none"> • Space for storage of equipment • Loading/unloading areas • Material handling equipment
Information Technology <ul style="list-style-type: none"> • Access to phone system • Access to internet • Access to network • Ability to bring in permanent or temporary network
Broadcast and Webcasting <ul style="list-style-type: none"> • Broadcast capabilities (space, power, towers etc)
Media Relations <ul style="list-style-type: none"> • Media seating • Media workspace
Marketing <ul style="list-style-type: none"> • Ability to place sponsor signage within venue • Removal or covering up of non-Canada Games sponsor signage • Space for sponsor activation
Merchandising <ul style="list-style-type: none"> • Space for merchandising store

Canada Games Standards

	Road Cycling Venue Requirements Canada Summer Games	
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These venue requirements are meant to be a guide specifically to Canada Games hosting requirements. For more detailed information on venue requirements for Cycling, please refer to:

1. Application to Host (Mountain Bike & Road). Available from the Cycling Canada website.

VENUE REQUIREMENTS

1 time trial course
1 road race course
1 criterium course

DIMENSIONS

Disciplines	Course length Min / max	Race distance / Time Women	Race distance / Time Men
Individual time trial	7.5 km – 20 km	15 km	20 km
Road race course	6 km – 12 km	80 km	120 km
Criterium	1 km – 3 km	25 km	40 km

COURSES

Time Trial Course



The course for time trials should be flat with minimal uphill or downhill sections. However, if there are hill sections, the gradient should be no greater than 5% over 500m. Time trial courses must be "out and back". That is, the route has to be covered in both directions with a dead turn at the far end or a full loop from start to finish. To make the distance, the course can be covered by a maximum of two "out and back" laps. The roads should be no less than 6.0m wide, with a finish area of 8.0m wide. The finish area should be straight and flat, or gently rising, 400m in length. The Start Ramp should be in accordance with UCI requirements.

Road Race Course

The road race may be over a course of varying characteristics. The road race course should be 6.0km-12.0km in circumference (optimum 10.0 km) with varying climbs, downhills (maximum gradient 10%) and flat sections.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

	<p>Road Cycling Venue Requirements Canada Summer Games</p>	
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Criterion Course

The criterium course should be a flat loop of 1km to 3km in distance (optimum one 1.5km loop). The course should favor a sprint finish. One pit lane of 100m x 4m deep must be placed in close proximity to the start/finish line for services by the team mechanics. Note: There should be a break in the barriers near the start/finish to allow the commissaire to pull riders that are being lapped and allow them to safely exit the course.

SURFACE

The surface for all courses should be smooth pavement, in good condition with no potholes.

SAFETY

If possible there should be total road closure for all events. If this is not possible, all on-coming traffic should be stopped by motorcycle police. All junctions should be closed and police controlled and overtaking traffic should be restricted by police. Police authorization is required for public road closure and police presence is required during the race. The average speed of the race is approximately 38 km/h - 42 km/h.

EQUIPMENT

Commissaire unit capable of supporting 6 persons to be located at all start-finish lines, 3ft from the ground and fully covered.

Barriers should be located on both sides of the road for the final 300.0 m and for 50.0 m beyond the finish line.

The start/finish areas of each event must be fenced according to UCI rules.

Banner at finish line (at least 8 m wide).

Flamme rouge (red flag) 1km from the finish line (at least 8 m wide)

Pylons, cones and straw bales.



Timing tent with power 10 x 15 feet at finish line.

Stop watches and timing equipment according to UCI requirements.

There should be a public address system and in addition walkie-talkie link between marshals.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

	<p>Road Cycling</p> <p>Venue Requirements</p> <p>Canada Summer Games</p>	
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There should be a one-way radio link to service vehicles, and a two way link to race control cars.

Race control equipment includes flags, bells, frame and athletic numbers and 10.0 km, 5.0 km, 3.0 km, 2.0 km, and 1.0 km, 500m, 250m, 100m and 50m to go signs, and directional course signage.

A scoreboard for posting results.

Ideally, there should be a team tent for each team.

ANCILLARY FACILITIES

111.0 m² of dressing space.

1 first aid/training room with medical control facilities.

Temporary or permanent building provided for race headquarters.

A timing tent with power 10 x 15 feet at the finish line is required (can be combined with the commissaire office).

Portable bathroom.

1 tent at each venue (road course, criterium course, time trial course) for the Team Mechanics (electricity & running water not necessary).

1 storage working area per team (for the Team Mechanic) with heavy security for bikes. This should be close to the *Athletes' Village*, and have electricity and running water.

SPECTATOR SEATING

Please note that spectator seating is not a CG core requirement when it comes to hosting and that it will be up to each host to determine how much seating is provided for spectators based on the venues that they have at their disposal.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

Schedule B – Venue Access

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

This Schedule describes the period that the Venue will be used for the Games, identifying what will be taking place on certain dates and who will be present on the Venue. This schedule will be updated and shared once the Niagara 2022 Sport Schedule is updated in early 2022.

Date	Activity	Niagara 2022 Presence
Once monthly between date of signing and August 2022 - COVID dependent	Venue Team Meetings	Up to 25 Niagara 2022 staff and Leadership Volunteers
2-3 weeks prior	Advanced Road Closure Notifications installed based on the Traffic Control Plan	Town of Pelham Public Works and Niagara 2022 Fit Out Staff, volunteers, contractors for signage
August 15, 2022	Commissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay
August 16, 2022	Load in	Niagara 2022 Staff and Leadership Volunteers
August 17, 2022	Familiarization - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants
August 18, 2022	Competition - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants, Spectators, VIPs, Media
August 19, 2022	Decommissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay

Schedule C – Venue Modifications

Temporary Modifications

Installation of signage, temporary tents, toilets, fencing, gantries and barricades as required and developed in the planning process leading up to the Games and captured in the Fit-Out Plan.

Schedule D – Costs

The Host Society will be responsible for the following costs:

- Overnight asset protection security

SCHEDULE E - Permanent Upgrades

The Licensor agrees to make upgrades to the Venue as identified below, and the Host Society agrees to contribute funds for such upgrades as identified below. Such contribution of funds by the Host Society shall be conditional upon their being an equal matching contribution by the Licensor. All such upgrades shall be completed by the Licensor prior to the Games and shall be subject to the reasonable satisfaction and approval of the Host Society.

Description of Upgrades

See included Memo: Schedule E - Appendix A

Recognition Signage

The Licensor agrees that it will install and maintain permanent signage at the Venue that recognizes the contribution made by the Host Society to the upgrades at the Venue. Such signage shall be subject to the reasonable approval of the Host Society.

Approval Process

Prior to commencing the installation or construction of the upgrades, the Licensor will provide the Host Society with a schedule for such work, as well as drawings of the following components of those upgrades so that the Host Society can confirm that they meet Games specifications:

The schedule for the installation or construction of the upgrades shall be subject to the reasonable approval of the Host Society.

Funds

The Host Society agrees to contribute 50% of the reasonable direct costs of the Licensor to install or construct such upgrades to the Venue, provided that the Host Society's contribution to such costs shall not exceed \$21,250(Cdn). Without limiting the generality of the foregoing, such direct costs shall not include any applicable taxes paid by the Licensor for such upgrades. Such funds will be provided to the Licensor within 30 days following receipt of acceptable invoices.

Schedule E - Appendix A

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022



Office of Public Works

Jason Marr, P.Eng
jmarr@pelham.ca
905-892-2607 x313

April 9th, 2021

Matt Hill
Senior Manager, Legacy & Infrastructure
Gestionnaire, Héritage et Infrastructure
Email | mhill@2022canadagames.ca
25 Corporate Park Drive; Suite 302; Box 10
St. Catharines, ON | L2S 3W2

RE: Infrastructure Funding Desire to Hard Surface a 1.6 km Section of the Steve Bauer Trail in support of the Cycling Race for the Canada Summer Games and the "13 for 13 Program / Event"

Please accept this letter as the Town of Pelham's official request and desire to undertake cycling improvements across the proposed 2022 course and pedestrian trails in the Town of Pelham in support of the Games. This request is being made to utilize the infrastructure funding that was previously allocated under the Canada Summer Games Venue Use Agreement.

As you are aware, a Memorandum of Understanding (MOU) between Niagara 2021 Canada Summer Games Bid Committee and the Town of Pelham was executed in 2017, to commit to share equally in an investment of \$21,250 into capital expenditures for cycling equipment including race markers; start and finish line equipment; safety equipment; and a trailer to house the equipment.

Recent discussions between the Town and the Niagara 2022 Canada Summer Games Committee has confirmed that the project originally proposed will not be required as it was determined that the investment would not be used as originally envisioned.

In addition, since that time, especially in the midst of the COVID 19 pandemic, the Town of Pelham has experienced a significant increase in the number of pedestrians, both cyclists and walkers, using the trail systems within the Town. The Town's Active Transportation Master Plan indicates that the section of Steve Bauer Trail between the Pelham/Welland boundary and Port Robinson Road be hard surfaced in order to accommodate all active transportation users. This initiative was championed by the Town of Pelham's Active Transportation Committee (PATC) and has been endorsed and supported by Town Council.

The Town of Pelham will be prioritizing road surface rehabilitations and

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Office of Public Works

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improvements on road segments on the proposed racecourse.

In addition, the project will include the hard surfacing (paving) of approximately 1.6 km of the existing trail network between the Welland/Pelham boundary at the south end online Avenue to Port Robinson Road to the north. This new community project will provide safe and efficient access for residents to the downtown business area of Fonthill to share in the events surrounding the "13 for 13 Program" and the road cycling races for the 2022 Canada Summer Games. In addition, this project will help support active transportation in the Town of Pelham, meet accessibility standards for all active transportation users and will leave behind a legacy project for the community to enjoy for years to come. (Please refer to the attached site plan showing the location of the proposed project).

This investment, along with the pedestrian trail improvements, will ensure a successful Canada 2022 Games event.

The Town of Pelham Council approved \$1.3M for the funding of the above project. Recognizing that the 2017 Memorandum of Understanding committed \$21,250 of funding, the Town respectfully requests that the 2022's Infrastructure Committee consider using this funding towards this project. This project will support a memorable and successful event and will leave a piece of infrastructure for the Town of Pelham Community to enjoy as a legacy project from the Niagara 2022 Canada Summer Games.

If you have any other questions please do not hesitate to contact me at your convenience.

Sincerely,

Jason Marr, P. Eng.
Director of Public Works

Attach. - Site Plan

CC: David Cribbs, CAO
Teresa Quinlin, Treasurer and Director of Corporate Services
Nancy Bozzato, Town Clerk

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW NO. 4352(2022)

Being a by-law to Repeal and Replace By-law #4221 (2020) as amended being a By-law to establish an Administrative Monetary Penalty System for Non-Parking Related Offences and to amend By-Law's in section 24 through 38 inclusive

WHEREAS section 434.1(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (Municipal Act, 2001) provides that, a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under this Act; and

WHEREAS section 434.1(2) of the *Municipal Act, 2001*, provides that the purpose of a system of administrative penalties established by a municipality under this section shall be to assist the municipality in promoting compliance with its by-laws; and,

WHEREAS section 15.4.1 of the *Building Code Act, 1992* as amended, authorizes a municipality to pass a by-law that may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Building Code Act, 1992*, as amended or an order of an officer authorized under 15.2(2) or 15.3, 2017, c.34, Schedule 2, s.10 of the *Building Code Act, 1992*, as amended; and,

WHEREAS section 434.2(1) of the *Municipal Act, 2001*, provides that an administrative penalty imposed by a municipality on a person under section 434.1 constitutes a debt of the person to the municipality; and,

WHEREAS section 391(1) of the *Municipal Act, 2001*, provides that without limiting sections 9, 10, and 11, those sections authorize a Municipality to impose fees or charges on persons; and,

WHEREAS the Council of the Corporation of the Town of Pelham considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through an administrative penalty system;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

DEFINITIONS

1. In this By-law:
 - 1.1. "Administrative Penalty" means an administrative penalty established by a Designated By-law;
 - 1.2. "By-law" means this by-law and any schedule to this by-law as they may from time to time be amended;
 - 1.3. "Town" means The Corporation of the Town of Pelham;
 - 1.4. "Council" means the Town's Council;
 - 1.5. "Designated By-law" means each by-law that is designated by

the Town as a by-law to which this By-law applies;

- 1.6. "Director" means the person, or his delegate, from time to time performing the functions of the Director of Fire and By-law Services.
- 1.7. "Fee – Appeal No-Show" means an administrative fee in respect of a Person's failure to appear at the time and place scheduled for a hearing before a Hearings Officer;
- 1.8. "Fee – Late Payment" means an administrative fee in respect of a Person's failure to pay an Administrative Penalty by the date on which it is due and payable;
- 1.9. "Fee – Review No-Show" means an administrative fee in respect of a Person's failure to appear at the time and place scheduled for a review by a Screening Officer;
- 1.10. "Hearings Officer" means each Hearing Officer(s) from time to time appointed by Town Council
- 1.11. "Officer" means each of
 - (a) the Director;
 - (b) a Municipal Law Enforcement Officer appointed by or under the authority of a Town by-law to enforce a Designated By-law; and
 - (c) a police officer employed by a municipal police force, by the Ontario Provincial Police or by the Royal Canadian Mounted Police; and
 - (d) An Animal Control Officer employed by any local or provincial S.P.C.A.
- 1.12. "Penalty Notice" means a notice given pursuant to sections 3 and 5;
- 1.13. "Penalty Notice Date" means the date specified on the Penalty Notice pursuant to subsection 5.1;
- 1.14. "Penalty Notice Number" means the number specified on the Penalty Notice pursuant to subsection 5.2;
- 1.15. "Person" includes an individual, partnership, association, firm or corporation;
- 1.16. "Screening Decision" means a decision made by a Screening Officer pursuant to subsection 7.6;
- 1.17. "Screening Decision Date" means the date on which a Screening Decision is made pursuant to subsection 7.6;
- 1.18. "Screening Officer" means each person from time to time performing the functions of a Screening Officer pursuant to this By-law and appointed by Town Council
- 1.19. "Virtually" means an electronic Screening or Appeal proceeding as permitted under subsection 5.2(1) of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22* as amended

Penalty Notice

2. Each Person who contravenes a provision of a Designated By-law shall, when given a Penalty Notice in accordance with section 3, be liable to pay to the Town an Administrative Penalty in the amount specified by the

Designated By-law, for each day or part of a day on which the contravention continues.

3. An Officer who has reason to believe that a Person has contravened any provision of a Designated By-law may give to the Person a Penalty Notice.
4. The Director may, before 4:30 pm of the tenth (10th) calendar day after the Penalty Notice Date, cancel the Administrative Penalty. If the 10th calendar day is a Statutory Holiday, then cancellation may occur on the 11th day.
5. The Penalty Notice shall be given to the Person within fourteen (14) calendar days of the infraction date and shall include the following information:
 - 5.1. the date the infraction occurred;
 - 5.2. the date the Penalty Notice was issued;
 - 5.3. a reference number that is unique to that Penalty Notice;
 - 5.4. particulars of the contravention;
 - 5.5. the amount of the Administrative Penalty;
 - 5.6. such information as the Director determines is appropriate respecting the process by which the person may exercise the Person's right to request a review of the Administrative Penalty; and
 - 5.7. a statement advising that an Administrative Penalty will, unless cancelled or reduced pursuant to the review and appeal processes, constitute a debt of the Person to the Town.
6. A Person who is given a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer pursuant to section 7.

Review by Screening Officer

7. The following applies to reviews of an Administrative Penalty by a Screening Officer:
 - 7.1. A Person's right to request a review expires if it has not been exercised in the manner prescribed in subsection 7.3 before 4:30 p.m. on the date on which the Administrative Penalty is due and payable.
 - 7.2. A Person's right to request an extension of the time to request a review expires if it has not been exercised in the manner prescribed in subsection 7.3 on or before 4:30 p.m. on the date on which the Administrative Penalty is due and payable; and
 - (a) the Person shall be deemed to have waived the right to request a review;
 - (b) the Administrative Penalty shall be deemed to be affirmed; and
 - (c) the Administrative Penalty shall not be subject to review, including review by any Court.
 - 7.3. A Person's rights to request a review and to request an extension of time to request a review are exercised by giving to the Town written notice of the request to review that includes:

- (a) the Penalty Notice Number;
 - (b) the Person's mailing address and, if applicable, facsimile transmission number and/or e-mail address;
 - (c) in the case of a request to extend the time to request a review, the reasons, if any, for having failed to exercise the right to request a review within the time limited by subsection 7.1;
 - (d) particulars of all grounds upon which the request to review is based; and
 - (e) the Person's election to
 - (i) meet with a Screening Officer for the review in person or Virtually; or to
 - (ii) have the review undertaken by a Screening Officer in writing in respect of the particulars provided by the Person pursuant to paragraph 7.3(d); or to
- 7.4. Where the Person elects to meet in person or Virtually with a Screening Officer pursuant to clause 7.3(e)(i), the Person shall be given notice of the date, time and place of the review.
- 7.5. Where the Person elects to meet with a Screening Officer pursuant to clause 7.3(e)(i) and the Person fails to appear either in person or Virtually at the date, time and place scheduled for a review or fails to remain at such place until the Screening Officer has made a Screening Decision respecting the Administrative Penalty the subject of the Person's request for the review,
- (a) the Person shall be deemed to have abandoned the request for the review;
 - (b) the Administrative Penalty shall be deemed to be affirmed;
 - (c) the Administrative Penalty shall not be subject to review, including review by any Court; and
 - (d) the Person shall pay to the Town a "Fee - Review No-Show".
- 7.6. Subject to subsections 7.2 and 7.5, the Screening Officer may
- (a) extend the time to request a review; and may
 - (b) cancel, reduce or extend the time for payment of the Administrative Penalty and any administrative fees respecting that Administrative Penalty where the Screening Officer is satisfied that doing so would maintain the general intent and purpose of the Designated By-law and that:
 - (i) there is reason to doubt that the person contravened the Designated By-law;
 - (ii) the person took all reasonable steps to prevent the contravention; or that
 - (iii) the cancellation, reduction or extension of the time for payment is necessary to relieve undue financial hardship.
- 7.7. The Screening Decision shall be given to the Person in writing.
- 7.8. The Person may appeal to a Hearings Officer against the Screening Decision pursuant to section 8.

Appeal to Hearings Officer

8. The following applies to appeals to a Hearings Officer against Screening Decisions:

8.1. The right to appeal is limited to the following:

- (a) a Person who has been given a Screening Decision pursuant to subsection 7.7; and
- (b) the Director.

8.2. A Person's right to appeal expires if it has not been exercised in the manner prescribed in subsection 8.4 before 4:30 p.m. on the due and payable date for the Administrative Penalty listed on the Screening Decision.

8.3. A Person's right to request an extension of the time to appeal expires if it has not been exercised in the manner prescribed in subsection 8.4 before 4:30 p.m. on the due and payable date for the Administrative Penalty listed on the Screening Decision

- (a) the Person shall be deemed to have waived the right to appeal;
- (b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed; and
- (c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall not be subject to review, including review by any Court.

8.4. A right to appeal or request an extension of time to appeal is exercised by giving to the Town written notice of the request that includes:

- (a) the Penalty Notice Number;
- (b) the Person's mailing address and, if applicable, facsimile transmission number and e-mail address;
- (c) in the case of a request to extend the time to appeal, the reasons, if any, for having failed to exercise the right to appeal within the time limited by subsection 8.2; and
- (d) particulars of all grounds upon which the appeal is made.
- (e) the person's election to either meet in person or Virtually with the Hearing Officer

8.5. The Person shall be given no fewer than seven (7) days' notice of the date, time and place of the hearing of the appeal.

8.6. Where the Person fails to appear either in person, or Virtually, at the date, time and place scheduled for a hearing of the appeal;

- (a) the Person shall be deemed to have abandoned the appeal;
- (b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed;
- (c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall not be subject to review, including review by any Court; and

- (d) the Person shall pay to the Town a “Fee - Appeal No-Show”.
- 8.7. A Hearings Officer shall not make any decision respecting an appeal unless the Hearings Officer has given each of the Person, the Director and the Officer who gave the Penalty Notice an opportunity to be heard at the time and place scheduled for the hearing of the appeal.
- 8.8. Subject to subsections 8.3, 8.6 and 8.7, a Hearings Officer may
 - (a) extend the time to request an appeal; and may
 - (b) make any decision that the Screening Officer could have made pursuant to this By-law.
- 8.9. The decision of a Hearings Officer is final and not subject to review including review by any Court.

Notice

- 9. Subject to section 11, any notice or document respecting this By-law may be given in writing in any of the following ways and is effective:
 - 9.1. when a copy is placed on or affixed in any manner to a Person’s vehicle;
 - 9.2. when a copy is delivered to the Person to whom it is addressed;
 - 9.3. on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to the Person’s last known address;
 - 9.4. upon the conclusion of the transmission of a copy by facsimile transmission to the Person’s last known facsimile transmission number; or
 - 9.5. upon the sending of the notice or document or a copy thereof by e-mail transmission to the Person’s last known e-mail address.
- 10. For the purpose of section 9, a Person’s last known address, last known facsimile transmission number and last known e-mail address are deemed to include those provided by the Person pursuant to paragraphs 7.3(b) and 8.4(b) and/or any contact information the Town of Pelham may have on record for that person.
- 11. Any notice or document respecting this By-law to be given to the Town shall be in writing, shall be given in any of the following ways and is effective:
 - 11.1. when a copy is delivered to the Town of Pelham Public Reception Desk, Lower Level Town Hall, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0
 - 11.2. on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to “Administrative Penalties, Att: Town Clerk, Town of Pelham, P.O. Box 400, 20 Pelham Town Square, Fonthill, ON, L0S 1E0
 - 11.3. upon the conclusion of the transmission of a copy by facsimile transmission to 905-892-5055; or
 - 11.4. upon the sending of the notice or document or a copy thereof by e-mail transmission to “AMPappeals@pelham.ca”.

Financial Administration

- 12. No Officer who gives a Penalty Notice may accept payment of the

Administrative Penalty respecting that Penalty Notice.

13. An Administrative Penalty that is affirmed or reduced or in respect of which the time for payment has been extended pursuant to this By-law is due and payable and constitutes a debt to the Town of each Person to whom or to which the Penalty Notice was given.
14. Where a Person has paid an Administrative Penalty or an administrative fee that is then cancelled or reduced pursuant to this By-law, the Town shall refund the original amount cancelled or reduced.
15. Where an Administrative Penalty or any administrative fees respecting that Administrative Penalty are not paid within fifteen (15) days after the date that they become due and payable, each Person to whom the Penalty Notice was given shall pay to the Town a Fee - Late Payment.
16. An Administrative Penalty imposed on a person constitutes a debt of the person to the municipality as per section 434.2(1) of the *Municipal Act, 2001*.
17. If an Administrative Penalty imposed on a person is not paid within 15 days after the day that it becomes due and payable, the Town of Pelham Treasurer may add the Administrative Penalty to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the Administrative Penalty, and collect it in the same manner as municipal taxes as per section 434.2(2) of the *Municipal Act, 2001*.
18. **Fees**
 - 18.1 "Fee - Late Payment" means a fee of \$50.00 to be added to the original Administrative Penalty Notice for failing to pay to the Town the amount of the Administrative Penalty within fifteen (15) days after the date of issue.
 - 18.2 "Fee - Review No-Show" means a fee of \$50.00 to be added to the original Administrative Penalty Notice should a person fail to attend a review for an Administrative Penalty by a Screening Officer.
 - 18.3 "Fee – Appeal No-Show" means a fee of \$150.00 to be added to the original Administrative Penalty Notice should a person fail to attend a Hearing for an Administrative Penalty by a Hearings Officer.

Complaints and Comments

19. Complaints and comments respecting the administration of the Town's system of administrative penalties may be given to the Director of Fire and By-law Services. The Director shall consider each such complaint or comment in relation to the Director's consideration of opportunities for improvements to the Town's system of administrative penalties.

General

20. Town Council may appoint Screening Officers and **Hearing Officers** and on such terms as Town Council considers appropriate.
21. Nothing in this By-law limits the Town's right to enforce a Designated By-law by all legal means.

22. It is Council's opinion that the delegations in this By-law to the Director, the Town Clerk, to Hearings Officers and to Screening Officers are of a minor nature. In forming this opinion, Council has had regard to the number of people, the size of geographic area and the time period affected by the exercise of each delegated power.
23. The short title of this By-law is the "Administrative Penalty Process By-law".

Consequential Amendments

24. **Fence By-law 4157 (2019)** is amended by inserting the following sections:

21.1 Administrative Penalty

21.2 Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.

21.3 Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

25. **Noise By-law 3130 (2010)** is amended by inserting the following sections:

11.1 Administrative Penalty

11.2 Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.

11.3 Each person who contravenes any provision of this By-law, shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

26. **Parks and Facilities By-law 1608 (1993)** is amended by inserting the following sections:

12.1 Administrative Penalty

12.1 Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.

12.2 Each person who contravenes any provision of this By-law, shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

27. **Prohibit Possession of Liquor in Recreational Areas By-law 1583 (1993)** is amended by inserting the following sections:

4. **OFFENCES**

4.1 Any person who contravenes this by-law is guilty of an offence and on conviction is liable to a penalty as prescribed by the Provincial Offences Act

5. **ADMINISTRATIVE PENALTY**

5.1 Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.

5.2 Each person who contravenes any provision of this By-law shall upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

28. **Pool By-law 3389 (2013)** is amended by inserting the following sections:

6.4 **Administrative Penalty**

6.5 Administrative Penalty Process By-law 4352 (2021) applies to each Administrative Penalty issued pursuant to this By-law.

6.6 Each Person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

29. **Deposit Snow and Ice on Highway By-law 3013 (2008)** is amended by inserting the following sections:

(8) a. Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.

b. Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

30. **Exotic Pet By-law 3348 (2013)** is amended by inserting the following sections:

10.9 **Administrative Penalty**

- a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

31. **Dogs which are an Annoyance or Nuisance By-law 1450 (1992)** is amended by inserting the following sections:

(2.1) **Administrative Penalty**

- a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

32. **Animals at Large By-law 2174 (2000)** is amended by inserting the following sections:

- 4. b) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law
- c) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

33. **Skateboarding By-law 3424 (2013)** is amended by inserting the following sections:

- 7.2 a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law
- b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), be liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

34. **Property Standards By-law 2025 (1998)** is amended by inserting the following sections:

- 6.2 a) Administrative Penalty Process By-law

4352(2021) applies to each administrative penalty issued pursuant to this By-law.

- b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021), is liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

35. **Sign By-law 0000 (2020)** is amended by inserting the following sections:

3.12.12 **Administrative Penalty**

- (a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- (b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021) is liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

36. **Licensing By-law 3186 (2011)** is amended by inserting the following sections:

13.1 **Administrative Penalty**

- (a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- (b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021) is liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

37. **Fireworks By-law 2951 (2008)** is amended by inserting the following sections:

10.2 **Administrative Penalty**

- (a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- (b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021) is liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

38. **Environmental By-law 3357 (2013)** is amended by inserting the following sections:

23. Administrative Penalty

- (a) Administrative Penalty Process By-law 4352(2021) applies to each administrative penalty issued pursuant to this By-law.
- (b) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 4352(2021) is liable to pay to the Town an administrative penalty in the amount of \$250.00 for each day on which the contravention occurs or continues.

16. Open Air Burning By-law 4223(2020).

SCHEDULES

39. The schedules attached hereto shall form part of this By-law

COMMENCEMENT

40. This By-law shall be effective as of the date it is passed by Council.

READ, ENACTED, SIGNED AND SEALED THIS 10th DAY OF
January, 2022

Mayor, Marvin Junkin

Holly Willford, Town Clerk

Schedule “A”

To By-law 4352(2021)

Appointment of Screening Officer(s)

This is Schedule “A” to By-law 4352(2021), pursuant to Part 1 of said By-law.

Now Therefore the Council for the Town of Pelham hereby appoints the Town Clerk as the Screening Officer to conduct the Review Process as more particularly outlined in Part 7 of the By-law, and further, to appoint the Town Deputy Clerk and the **Clerk Departments Legislative and Committee Co-ordinator** to act in the same capacity as the Town Clerk in his/her absence.

**Schedule “B”
To By-law 4352(2021)**

Appointment of Hearing Officer(s)

This is Schedule “B” to By-law 4352(2021), pursuant to Part 1 of said By-law.

Now Therefore the Council for the Town of Pelham hereby appoints Janet Rutherford of Rutherford Prosecutions or her designate as the Hearing Officer to conduct the Appeal Process as more particularly outlined in Part 8 of the By-law.

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #4353(2022)

**Being a By-law to Repeal and Replace By-law #4319(2021)
as amended being a By-law to establish an Administrative
Municipal Penalty System (AMPS) in respect to the
enforcement of traffic, parking, standing or stopping of
vehicles.**

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, ("*Municipal Act, 2001*") authorize The Corporation of the Town of Pelham to pass by-laws necessary or desirable for municipal purposes;

AND WHEREAS subsection 102.1(1) of the *Municipal Act, 2001* provides that a municipality may require a person to pay an Administrative Penalty if the municipality is satisfied that the person failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

AND WHEREAS the Province adopted the "Administrative Penalties" regulation, O.Reg. 333/07 pursuant to the *Municipal Act, 2001* which applies to administrative penalties in respect of the Parking, Standing or Stopping of vehicles;

AND WHEREAS pursuant to section 391 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws imposing fees or charges for costs payable by it for services or activities, and services or activities provided or done by or on behalf of the municipality;

AND WHEREAS The Corporation of the Town of Pelham has enacted by-laws regulating the parking, standing or stopping of vehicles, namely By-law No. 89-2000, as amended, being a By-law regulating traffic and parking on Town Roads and By-law No. 97-2030, as amended, being a By-law to establish fire routes on private roadways,

AND WHEREAS the Corporation of the Town of Pelham will designate portions of By-law No. 89-2000, as amended and By-law no. 97-2030, as amended to be applicable to the Administrative Penalty System established through this By-law;

AND WHEREAS the Corporation of the Town of Pelham considers it desirable to have one Administrative Penalty System for all by-laws to which Administrative Penalties may apply and may designate other by-laws to be applicable to the Administrative Penalty System established through this By-law;

AND WHEREAS the Corporation of the Town of Pelham considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Penalty System;

NOW THEREFORE the Council of The Corporation of the Town of Pelham enacts as follows:

PART I – SHORT TITLE

1. This By-law may be referred to as the "Parking Administrative Penalty By-law".

PART II - DEFINITIONS

2. For the purposes of this By-law:

'Administrative Fee" means any fee specified in this by-law and listed in Schedule "C"

"Administrative Penalty" means a monetary penalty as set out in Schedules "A" and "B" to this By-law for a contravention of a Designated By-law;

"By-law" means this by-law and any schedule to this by-law as they may from time to time be amended;

"Council" means the Council for the Town of Pelham;

"Designated By-law" means a by-law or provision of a by-law that is designated under this or any other by-law, as a by-law or provision of a by-law to which this By-law applies and is listed in Schedules "A", "B", "C", "D", "E" and "F" attached to this By-law;

"Director" means the person from time to time performing the functions of the Town's Director for Municipal Law Enforcement and By-Law Services;

"Fee Appeal No-Show" means an administrative fee from time to time established by Council in respect of a Person's failure to appear at the time and place scheduled for a hearing before a Hearings Officer and listed in Schedule "C";

"Fee - Late Payment" means an administrative fee from time to time established by Council in respect of a Person's failure to pay an Administrative Penalty within the time prescribed in this By-law and listed in Schedule "C";

"Fee - MTO Plate Denial" means an administrative fee from time to time established by Council for notifying the Registrar of Motor Vehicles for the purpose of plate permit denial and listed in Schedule "C";

"Fee - NSF" means an administrative Fee from time to time established by Council in respect for demand for payment received by the Town from a Person for payment of any Administrative Penalty or Administrative Fee, which has insufficient funds available in the account of which the instrument was drawn, and listed in the Town's Consolidated Fee Schedule from time to time;

"Fee - MTO Search" means an administrative fee from time to time established by Council for searching the records of the Ontario Ministry of Transportation and listed in Schedule "C";

"Fee - Review No-Show" means an administrative fee from time to time established by Council in respect of a Person's failure to appear at the time and place scheduled for a review by a Reviewing Officer and listed in Schedule "C";

"Hearing Officer" means each Hearing Officer from time to time appointed by Council pursuant to the Hearings Officer By-law and from time to time amended

"Manager" means the person from time to time performing the functions of the Town's Manager of Municipal Law Enforcement and By-Law Services;

"Officer" means each of

- (a) the Director;
- (b) the Manager
- (c) a Municipal Law Enforcement Officer appointed by or under the authority of a Town by-law to enforce a Designated By-law; and
- (d) a police officer employed by a municipal police force, by the Ontario Provincial Police or by the Royal Canadian Mounted Police.

"Owner" means the registered owner of a motor vehicle as provided by the Ministry of Transportation Ontario (MTO);

"Penalty Notice" means a notice given pursuant to sections 6 and 7;

"Penalty Notice Date" means the date specified on the Penalty Notice pursuant to subsection 7.2;

"Penalty Notice Number" means the number specified on the Penalty notice pursuant to subsection 7.3;

"Person" includes an individual, partnership, association, firm or corporation;

"Request for Parking Penalty Review Form" means the form that must be filed by the Person under subsection 12(a) and (b);

"Request for Parking Hearing Appeal Form" means the form that must be filed by the person under subsection 23(a) and (b);

"Review Decision" means a decision made by a Screening Officer pursuant to section 116;

"Review Decision Date" means the date on which a Review Decision is made by the Screening Officer pursuant to section 16;

"Screening Officer" means a person from time to time appointed by Council, as set out Schedule "D";

"Town" means The Corporation of the Town of Pelham;

"Town Clerk" means the Clerk for the Town of Pelham and includes each person from time to time employed therein;

"Town Deputy Clerk" means the Deputy Clerk for the Town of Pelham and includes each person from time to time employed therein; and

"Traffic By-law" means the Town's Traffic and Parking By-law 89-2000 as from time to time amended.

"Violation" means an electronic Screening or Appeal proceeding as permitted under subsection 5.2.(1) of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22 as amended

PART III - DESIGNATED BY-LAWS

3. Town By-laws, or portions of Town By-laws, that are listed in Schedules "A" and "B" to this By-law shall be Designated By-laws and are hereby designated for the purpose of section 3(1)(b) of O.Reg. 333/07 and the provisions of this By-law shall apply to any contravention of a Designated by-law. Schedules "A" and "B", shall set but the short form wording to be used for the contraventions of Designated By-laws and also set out the Administrative Penalties imposed for the contraventions.
4. The Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, does not apply to a contravention of a Designated By-law.

PART IV - PENALTY NOTICE

5. Each Person who contravenes a provision of a Designated By-law shall, when given a Penalty Notice in accordance with section 6, be liable to pay to the Town an Administrative Penalty in the amount specified in Schedules "A" and "B" for each day or part of the day on which the contravention continues.
6. An Officer who has reason to believe that a person has contravened any provision of a Designated By-law may issue a Penalty Notice to the Person.

(a) The Director or Manager may, before 4:30 pm of the tenth (10th) day after the Penalty Notice Date, cancel the Administrative Penalty.

7. The Penalty Notice shall be given to the Person as soon as is reasonably practicable and shall include the following information;
 - 7.1 the vehicles licence plate number or vehicle identification number;
 - 7.2 the date of the Penalty Notice;
 - 7.3 a reference number that is unique to that Penalty Notice;
 - 7.4 particulars of the contravention;
 - 7.5 the amount of the Administrative Penalty;
 - 7.6 such information as the Director determines is appropriate respecting the process by which the person may exercise the Person's right to request a review of the Administrative Penalty; and
 - 7.7 a statement advising that an Administrative Penalty will, unless cancelled or reduced pursuant to the review and appeal processes, constitute a debt of the Person to the Town.
8. A Person who is given a Penalty Notice and who does not pay to the Town the amount of the Administrative Penalty within fifteen (15) days of the penalty Notice Date shall pay to the Town a Fee - MTO Search.
9. A Person who is given a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer pursuant to PART

V

PART V — REVIEW BY SCREENING OFFICER

10. A Person's right to request a review expires if it has not been exercised in the manner prescribed in subsection 12(a) and 12(b) before 4:00 p.m. on the fifteenth (15th) day after the Penalty Notice Date.

11. A Person's right to request an extension of the time to request a review expired if it has not been exercised in the manner prescribed in section 12 before 4:00 p.m. on the thirtieth (30th) day after the Penalty Notice Date which time:

- a. The person shall be deemed to have waived the right to request a review;
- b. The Administrative Penalty shall be deemed to be affirmed; and
- c. The Administrative Penalty shall not be subject to review, including review by any Court.

12. A Person's right to review or to request an extension of time to request a review are exercised by giving to the Town written notice of the request to review by:

- a. submitting a Request for Parking Penalty Review Form available at the Town's webpage as set out in the Penalty Notice by mail, fax or email and scheduling the time and place for the review; or
- b. attending in person at the location listed in the Penalty Notice to complete a Request for Parking Penalty Form and scheduling the time and place for the review.

13. The Request for Parking Penalty Review Form must include the following information:

- a. the Penalty Notice Number;
- b. the Person's mailing address and, if applicable, facsimile transmission number and e-mail address;
- c. in the case of a request to extend the time to request a review; the reasons, if any, for having failed to exercise the right to request to review within the time limited by section 10;
- d. particulars of all grounds upon which the request to review is based.

e. The Person's election to

- (i) meet with a Screening Officer for the review in person or Virtually; or to
- (ii) have the review undertaken by a Screening Officer in writing in respect of the particulars provided by the Person pursuant to Section 13(d)

14. The Person shall be given notice of the date, time and place of the review by, facsimile, in-person, e-mail or mailing address as provided by the person in the Request for Review Form.

15. Where the Person fails to appear either in person or **virtually** at the time and place scheduled for a review or fails to remain at such place until the Screening Officer has made a Review Decision respecting the Administrative Penalty, the subject of the Person's request for the review,

- a. the person shall be deemed to have abandoned the request for review;
 - b. the Administrative Penalty shall be deemed to be affirmed;
 - c. the Administrative Penalty shall not be subject to review, including review by any Court, and
 - d. the Person shall pay to the Town a Fee - Review No-Show.
16. Subject to sections 11 and 15 the Screening Officer may;
- a. deny an extension of time for a review in which case the Administrative Penalty is deemed to be affirmed.
 - b. grant an extension of time for a review;
 - i. For the purposes of Section 16(b) the Screening Officer may only extend the time to request a review of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
 - c. cancel, reduce or extend the time for payment of the Administrative Penalty and any administrative fees respecting that Administrative Penalty where the Review Officer is satisfied that doing so would maintain the general intent and purpose for the Designated By-law and that;
 - (i) there is reason to doubt that the Person contravened the Designated By-law;
 - (ii) the Person took all reasonable steps to prevent the contravention; or that
 - (iii) the cancellation, reduction or extension of the time for payment is necessary to relieve undue financial hardship.
17. After a Review is complete, the Screening Officer shall as soon as practical serve the Person with a Review Decision.
18. The Person may appeal to a Hearings Officer against the Review Decision pursuant to PART VI.
- 18.1 Should the person within 15 days of receiving the Screening Officers Decision:
- a. not request an Appeal to a Hearings Officer and;
 - b. not pay the Penalty Notice amount as decided by the Screening Officer;
 - c. Then the Penalty Notice amount as decided by the Screening Officer will be subject to a *Fee – MTO Search*, and a *Fee – MTO Plate Denial* as described in Schedule “C”, and notification will be immediately sent to the Registrar of Motor Vehicles for collections and plate permit denial.

19. A Screening Officer has no jurisdiction to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability of operability of any statute, regulation or by-law.

PART VI - APPEAL TO HEARINGS OFFICER

20. The right to appeal is limited to the following:

- a. a Person who has been given a Review Decision pursuant to section 17; and
- b. the Director or Manager

21. A Person's right to appeal expires if it has not been exercised in the manner prescribed in section 23 before 4:00 p.m. on the fifteenth (15th) day after the Review Decision Date.

22. A Person's right to request an extension of the time to appeal expires if it has not been exercised in the manner prescribed in section 23 before 4:00 p.m. on the thirtieth (30th) day after the Review Decision Date at which time:

- a. the person shall be deemed to have waived the right to appeal;
- b. the Review Decision and the Administrative Penalty as it may have been affected by the Review Decision shall be deemed to be affirmed; and
- c. the Review Decision and the Administrative Penalty as it may have been affected by the Review Decision shall be deemed to be final and not subject to any further review, including review by any Court.

23. A Person's rights to request an Appeal of a Screening Officers decision or to request an extension of time to request an Appeal to a Hearings Officer are exercised by giving to the Town written notice by:

- a. Submitting a Request for Appeal Hearing Form available at the Town's webpage as set out in the Penalty Notice by mail, fax or email and scheduling the time and place for the review; or
- b. Attending in person at the location listed in the Penalty Notice to complete a Request for Appeal Hearing Form and scheduling the time and place for the review.

24. The Request for Appeal Hearing Form must include the following Information:

- a. the Penalty Notice Number;
- b. the Person's mailing address and, if applicable, ~~facsimile transmission number and~~ email address;
- c. In the case of a request to extend the time to appeal, the reasons, if any, for having failed to exercise the right to appeal within the time limited by sections;

- d. particulars of all grounds upon which the appeal is made;
 - e. A copy of the Person's completed Request for Parking Review Form showing the decision of the Screening Officer; and
 - f. The person's election to either meet in person or virtually with the Hearing Officer.
25. The Person shall be given no fewer than seven (7) days' notice of the date, time and place of the Hearing of the appeal.
26. An Appeal request or a request for an extension of time to request an Appeal shall only be scheduled by the Town if the Person has exercised his or her right to request an Appeal or an extension of time to request an Appeal within the time limits set out in sections 21 and 22.
27. Where the Person fails to appear either in person or virtually at the time, date and place scheduled for a Hearing of the Appeal:
- (a) the Person shall be deemed to have abandoned the appeal;
 - b) the Review Decision and the Administrative Penalty as it may have been affected by the Review Decision shall be deemed to be final and are not subject to any further review or appeal, including review or appeal by any Court; and
 - c) the Person shall pay to the Town a Fee -Appeal No-Show.
28. A Hearing Officer shall not make any decision respecting an appeal unless the Hearing Officer has given each of the Person, the Director, the Manager and the Officer who gave the Penalty Notice an opportunity to be heard at the time and place scheduled for the hearing of the appeal.
29. Subject to subsections 22 and 27 the Hearing Officer may;
- a. deny an extension of time for an Appeal in which case the Administrative Penalty including any Administrative Fees are deemed to be affirmed.
 - b. grant an extension of time for an Appeal Hearing;
 - (i) for the purposes of Section 30(b) the Appeal Officer may only extend the time to request a Hearing of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
 - c. cancel, or vary the Screening Officers Review Decision and extend the time for payment of the Administrative Penalty, including any Administrative Fee, on the following grounds;
 - (i) where the Person establishes a balance of probabilities, that he or she did not contravene the Designated By-law as described in the Penalty Notice; or
 - (II) where the person establishes on a balance of probabilities, that the reduction or extension of time for payment of the Administrative Penalty including any Administrative Fee, is necessary to relieve any undue hardship.

30. All Appeal Hearings conducted by the Hearing Officer shall be in accordance with the *Statutory Powers and Procedures Act*, R.S.O. 1990, c. S.22, as amended.
31. After an Appeal Hearing is complete, the Hearing Officer shall immediately serve the Person with a Hearing Decision.
32. If a person fails to remain at such place until the Hearing Officer has made a Hearing Appeal Decision respecting the Administrative Penalty, then that Decision and the Administrative Penalty is deemed to be affirmed.
33. The decision of a Hearing Officer is final and not subject to any further review including review by any Court.
- 33.1 After a Person receives the Hearing Officers Decision, they will have the allotted time, as decided by the Hearings Officer, to pay the amount of the Administrative Penalty. Should the Person not pay the Administrative Penalty amount within the allotted time, then the Penalty Notice amount as decided by the Hearings Officer will be subject to a Fee – MTO Search, and a Fee – MTO Plate Denial as described in Schedule “C”, and notification will be immediately sent to the Registrar of Motor Vehicles for collections and plate permit denial.
34. A Hearing Office has no jurisdiction to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability of operability of any statute, regulation or by-law.

PART VII - SERVICE OF DOCUMENTS OR NOTICE

35. Service of any document or notice, including a Penalty Notice, respecting this By-law may be given in writing in any of the following ways and is effective;
- a. affixing it to the vehicle in a conspicuous place at the time of the violation;
 - b. when a copy is served on the owner or operator of the vehicle by delivering it personally to the person having care and control of the vehicle at the time of the contravention of the Designated By-law;
 - c. when a copy is delivered to the Person to whom it is addressed;
 - d. on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to the person's last known address;
 - e. upon the conclusion of the transmission of a copy by facsimile transmission to the Person's last known facsimile transmission number or,
 - f. upon the sending of the notice or document or a copy thereof by e-mail transmission to the Person's last known e-mail address.
36. For the purpose of section 36(d), (e) and (f), a Person's last known address, last known facsimile transmission number and last known e-mail address are deemed to include those provided by the Person pursuant to sections 13 and 24.

37. Any notice or document respecting this by-law to be given to the Town shall be in writing, shall be given in any of the following ways and is effective:
- a. when a copy is delivered to the Public Reception Desk, Town of Pelham Municipal Building, 20 Pelham Town Square, Fonthill ON L0S 1E0 during normal business hours;
 - b. on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to "Parking Administrative Penalties, Att: Town Clerk, Town of Pelham Municipal Building, 20 Pelham Town Square, Fonthill ON, L0S 1E0
 - c. upon the sending of the notice or document or a copy thereof by e-mail transmission to AMPappeals@pelham.ca

PART VIII – FINANCIAL ADMINISTRATION

38. No Officer who gives a Penalty Notice may accept payment of the Administrative Penalty respecting the penalty Notice.
39. An Administrative Penalty that is affirmed or reduced or in respect of which the time for payment has been extended pursuant to this By-law is due and payable and constitutes a debt to the Town of each Person to whom or to which the Penalty Notice was given.
40. Where a person has paid an Administrative Penalty or an Administrative Fee that is then cancelled or reduced pursuant to this By-law, the Town shall refund the amount cancelled or reduced.
41. Where an Administrative Penalty or any Administrative Fees respecting that Administrative Penalty are not paid within fifteen (15) days after the date of issue, each Person to whom the Penalty Notice was given shall pay to the Town a Fee – Late Payment.
- 41.1 Where an Administrative penalty or an Administrative Fee respecting that Administrative Penalty are not paid within fifteen (15) days after the date of issue, each person to whom the Penalty Notice was given shall pay to the Town a Fee – MTO Search.
42. Where an Administrative Penalty or any Administrative Fees respecting that Administrative Penalty are not paid within thirty (30) days after the date of issue, each Person to whom the Penalty Notice was given shall pay to the Town a Fee -MTO Plate Denial.
43. Where a Person provides a demand for payment to the Town for payment of an Administrative Penalty or Administrative Fee, which has insufficient funds available in the account on which the instrument was drawn, shall pay to the Town a Fee – NSF.
44. Where a Person fails to appear at the time and place scheduled for a Review by a Screening Officer that person to whom the Penalty Notice was given shall pay to the Town a Fee - Review No-Show.
45. Where a Person fails to appear at the time and place scheduled for an Appeal Hearing that Person to whom the Penalty Notice was given shall pay to the Town a Fee -Appeal No-Show.

PART IX-ADMINISTRATION OF THE BY-LAW

- 46. The Director shall administer the By-law and establish any practices, policies and procedures necessary to implement the By-law and may amend such practices, policies and procedures from time to time as the Director deems necessary. The Director
- 47. The Director shall prescribe all forms and notices, including the Penalty Notice, necessary to implement the By-law and may amend such forms and notices from time to time as the Director deems necessary.
- 48. The Director may designate areas within the Town for conducting Screening Reviews and Appeal Hearings under this By-law.

PART X—GENERAL PROVISIONS

- 49. Where an Administrative Penalty is not paid within thirty (30) days after it becomes due and payable, the Town shall notify the Registrar of Motor Vehicles of the default and the Registrar shall not validate the permit of a person named in the default notice nor issue a new permit to that person until the penalty is paid.
- 50. Where an Administrative Penalty is cancelled by a Screening Officer or a Hearing Appeal Officer, any Administrative Fee is also cancelled.
- 51. Any time limit that would otherwise expire on a holiday is extended to the next day that is not a holiday.
- 52. Any schedule attached to this By-law forms part of this by-law.

PART XI -COMPLAINTS AND COMMENTS

- 53. Complaints and comments respecting the administration of the Town's system of parking administrative penalties may be given to the Director or Manager of By-law Services. The Director or Manager shall consider each such complaint or comment in relation to the Director's or Manager's consideration of opportunities for improvements to the Town's system of Parking Administrative Penalties.

PART XII - AMENDMENTS TO PARKING AND TRAFFIC BY-LAW 89-2000

- 54. The Parking and Traffic By-law 89-2000 is amended by adding the following subsections:

"205.01.12 Interference with Traffic: No person shall Stop a Vehicle on a Highway in such a manner as to interfere with the movement of Traffic. For clarity, and without limitation, if

an oncoming vehicle must change its course to avoid a stopped Vehicle, that Vehicle is deemed to be interfering with Traffic.

205.01.13 Interference with Snow Clearing: No person shall Stop a Vehicle on a Highway in such a manner as to interfere with the clearing of snow or the application of sand or salt to the Highway. For clarity, and without limitation,

if a Snow Clearing Vehicle must change its course to avoid a Stopped Vehicle, or is prevented from entering an area it would otherwise have entered to clear or plow snow or ice because of a Stopped Vehicle, that Vehicle is deemed to be interfering with the clearing of snow or the application of sand or salt to the Highway.

1001.02.01 Designation re: Administrative Penalties

Subsection 1001.02.02, Schedule "A1" and the parts of this By-law to which that Schedule relates are designated as parts of this By-law to which the Town's parking Administrative Penalty System By-law 3505(2014) applies.

1001.02.02 Penalties Created

Each person who permits a vehicle to be Parked, Stopped or Standing contrary to a part of this By-law that is designated pursuant to subsection 1001.02.01 and each owner of that Vehicle are, when given a Penalty Notice in accordance with the Town's Parking Administrative Penalty System By-law 3505(2014), is liable to pay to the Town an Administrative Penalty in the amount specified in Schedule "A1" to this By-law for each day or part of a day on which the contravention continues.

55. The Parking and Traffic By-law 89-2000 Section 1001.04 as amended is further amended by deleting the first word "Everyone" and by substituting the phrase, "Subject to subsections 1001.02.01 and 1001.02.02 each person"

56. The Parking and Traffic By-law 89-2000 Section 1102.01 is amended by deleting all wording in the section and replacing it with:

"A Provincial Offences Officer appointed for the carrying out of the provisions of this By-law, upon observing any vehicle Parked, Stopped or Standing in contravention of this By-law, may cause it to be moved or taken away and stored in a suitable place. Towing may occur in addition to any other enforcement mechanism. All costs and charges for removing, taking away and storage, shall be a lien upon the Vehicle, which may be enforce in the manner provided by the Repair and Storage Liens Act R.S.O. 1990, c R.25."

PART XIII -VALIDITY

57. If a Court or Tribunal of competent jurisdiction declares any provision or part of a provision of this By-law to be illegal or unenforceable, then that particular provision or provisions or part of the provision shall be severed and the remainder of this By-law shall continue to remain in full force and shall be valid and enforceable to the fullest extent permitted by law.

PART XIV – SCHEDULES

58. The Schedules attached hereto shall form part of this By-law

PART XV – REPEAL

58. THAT By-law #4319(2021) be and is hereby REPEALED:

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
10th day of January, 2022

Mayor Marvin Junkin

Town Clerk Holly Willford

SCHEDULE “A”

ADMINISTRATIVE PENALTY BY-LAW 4353(2021)

TOWN OF PELHAM ADMINISTRATIVE PENALTY BY-LAW DESIGNATED BY-LAW PROVISIONS – TRAFFIC BY-LAW 89-2000 SCHEDULE “A1”

1. For the purposes of PART III of this By-law, column 1 in the following table lists the provision in the Traffic By-Law No. 89-2000, as amended that are hereby designated for the purposes of 3(1)(b) of O.Reg. 333/07.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.

3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

<u>item</u>	<u>Column 1</u> <u>Designated</u> <u>Provisions</u>	<u>Column 2</u> <u>Short Form Wording</u>	<u>Column 3</u> <u>Administrative</u> <u>Penalty</u>
<u>1</u>	201.01	(Stop/Stand/Park) facing the wrong way	\$ 30.00
<u>2</u>	201.02	(Stop/Stand/Park) too far from edge of road	\$ 30.00
<u>3</u>	201.03	(Stop/Stand/Park) too far from edge of shoulder	\$ 30.00
<u>4</u>	201.04	(Stop/Stand/Park) facing wrong way on the left side of a one-way highway	\$ 30.00
<u>5</u>	201.05	(Stop/Stand/Park) too far from the left edge of one-way highway	\$ 30.00
<u>6</u>	201.06	(Stop/Stand/Park) too far from left shoulder of one-way highway	\$ 30.00
<u>7</u>	201.07	(Stop/Stand/Park) contrary to designated angle	\$ 30.00
<u>8</u>	201.08	(Stop/Stand/Park) not within designated space	\$ 30.00
<u>9</u>	201.09	Double (stopping/standing/parking)	\$ 50.00
<u>10</u>	201.10	Stand/Stop/Park on Designated Bicycle Lane	\$ 30.00
<u>11</u>	202.01	Park on (shoulder/boulevard) where prohibited	\$ 30.00
<u>12</u>	202.02	Park repeatedly (at/near) one location	\$ 30.00
<u>13</u>	203.01.01	Stop on sidewalk	\$ 50.00
<u>14</u>	203.01.02	Stop within intersection or crosswalk	\$ 50.00
<u>15</u>	203.01.03	Stop across from any obstruction to impede traffic	\$ 50.00
<u>16</u>	203.01.04	Stop in/near tunnel or bridge	\$ 50.00
<u>17</u>	203.01.05	Stop on/adjacent to median	\$ 50.00
<u>18</u>	203.01.06	Stop on outer boulevard	\$ 50.00
<u>19</u>	203.02.01	Stop near/at school crossing or crosswalk where prohibited by sign	\$ 50.00
<u>20</u>	203.02.02	Stop near/at railway crossing where prohibited by sign	\$ 50.00
<u>21</u>	203.02.03	Stop near school or playground where prohibited by sign	\$ 50.00
<u>22</u>	203.02.04	Stop within 15m of intersection where prohibited by sign	\$ 50.00
<u>23</u>	203.02.05	Stop within 60m of intersection controlled by signal where prohibited by sign	\$ 50.00
<u>24</u>	203.03	Stop where prohibited by sign	\$ 50.00
<u>25</u>	204.01	Stand where prohibited by sign	\$ 50.00
<u>26</u>	204.01.01	Stand near designated bus stop	\$50.00
<u>27</u>	204.02	Stand where prohibited (schedule “B”)	\$ 50.00
<u>28</u>	205.01.01	Park within 10m of intersection	\$ 50.00
<u>29</u>	205.01.02	Park within 3m of fire hydrant	\$ 50.00

<u>30</u>	205.01.03	Park on an inner boulevard	\$ 50.00
<u>31</u>	205.01.04	Park on driveway too close to sidewalk or roadway	\$ 50.00
<u>32</u>	205.01.05	Park within 1.5m of driveway	\$ 50.00
<u>33</u>	205.01.06	Park obstruct driveway	\$ 50.00
<u>34</u>	205.01.07	Park so as to block vehicle	\$ 50.00
<u>35</u>	205.01.08	Park for sale/display	\$ 50.00
<u>36</u>	205.01.09	Park for servicing	\$ 50.00
<u>37</u>	205.01.10	Park for longer than 12 hours	\$ 50.00
<u>38</u>	205.01.11	Park between 2am and 6am	\$ 50.00
<u>39</u>	205.01.12	(Park/Stand/Stop) as to Impede traffic	\$ 75.00
<u>40</u>	205.01.13	(Park/Stand/Stop) as to interfere with snow clearing, sanding or salting	\$ 50.00
<u>41</u>	205.01.14	Failure to display valid license plate sticker	\$ 85.00
<u>42</u>	205.02.01	Park near fire hall where prohibited by sign	\$ 50.00
<u>43</u>	205.02.02	Park near intersection where prohibited by sign	\$ 50.00
<u>44</u>	205.02.03	Park near signaled intersection where prohibited by sign	\$ 50.00
<u>45</u>	205.02.04	Park near entrance of public building where prohibited by sign	\$ 50.00
<u>46</u>	205.02.05	Park near driveway where prohibited by sign	\$ 50.00
<u>47</u>	205.02.06	Park on narrow roadway where prohibited by sign	\$ 50.00
<u>48</u>	205.02.07	Park near cross-walk where prohibited by sign	\$ 50.00
<u>49</u>	205.02.08	Park so as to interfere with funeral procession where prohibited by sign	\$ 50.00
<u>50</u>	205.02.09	Park within turning circle or basin of cul-de-sac where prohibited by sign	\$ 50.00
<u>51</u>	205.02.10	Park within 15m of a dead end where prohibited by sign	\$ 50.00
<u>52</u>	205.02.11	Park where parking temporarily prohibited	\$ 50.00
<u>53</u>	205.03	Park where prohibited by sign	\$ 30.00
<u>54</u>	205.04	Park (trailer/commercial) vehicle where prohibited	\$ 75.00
<u>55</u>	207.01	Park over time limit where prohibited by sign	\$ 50.00
<u>56</u>	209.01.01	Park not adjacent to meter	\$ 20.00
<u>57</u>	209.01.02	Park not adjacent to meter where two meters are on same mounting	\$ 20.00
<u>58</u>	209.01.03	Angle park at meter – wrong direction	\$ 20.00
<u>59</u>	209.02	Park outside metered space	\$ 20.00
<u>60</u>	209.03.01	Park at covered meter	\$ 20.00
<u>61</u>	209.03.02	Parked in metered space already occupied by another vehicle	\$ 20.00
<u>62</u>	209.06.01	Park over time limit – metered zone	\$ 10.00
<u>63</u>	209.06.02	Park at expired meter	\$ 10.00
<u>64</u>	209.10	Park at meter – Tax-cabs	\$ 20.00
<u>65</u>	301.02	Park where prohibited – public vehicle parking zone	\$ 20.00
<u>66</u>	301.03	Stand where prohibited – public vehicle bus stop	\$ 30.00
<u>67</u>	303.01	Stop vending vehicle – obstructing traffic	\$ 40.00
<u>68</u>	303.03	Stop a mobile canteen where prohibited	\$ 40.00
<u>69</u>	304.01	Stand at taxi stand	\$ 30.00
<u>70</u>	305.01	Stop to (load/unload) where prohibited	\$ 50.00
<u>71</u>	305.02	Stop in loading zone	\$ 50.00

SCHEDULE “B”

PARKING ADMINISTRATIVE PENALTY BY-LAW 4353(2021)

TOWN OF PELHAM ADMINISTRATIVE PENALTY BY-LAW DESIGNATED BY-LAW PROVISIONS – FIRE ROUTE BY-LAW 97 – 2030 SCHEDULE “C”

1. For the purposes of PART III of this By-law, column 1 in the following table lists the provision in the Fire Route By-law No. 97-2030, as amended that are hereby designated for the purposes of 3(1)(b) of O.Reg. 333/07.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

<u>item</u>	<u>Column 1</u> <u>Designated</u> <u>Provisions</u>	<u>Column 2</u> <u>Short Form Wording</u>	<u>Column 3</u> <u>Administrative</u> <u>Penalty</u>
<u>1</u>	5	Park, Stand or Stop in designated fire route	\$ 100.00

Schedule “C”
to By-law 4353(2021)

PARKING ADMINISTRATIVE FEES

Fee – MTO Search : Each search of the records of the Ministry of Transportation	\$ 10.00
Fee – Review No-Show Each failure to attend review for an Administrative Penalty by a Screening Officer	\$ 50.00
Fee – Hearing No-Show Each failure to attend a Hearing before a Hearing Officer	\$100.00
Fee – Late Payment Each late payment of a parking Administrative Penalty	\$ 15.00
Fee – MTO Plate Denial Each notification to Registrar of Motor Vehicles for plate permit denial	\$ 22.00

Schedule "D"

to By-law 4353(2021)

Appointment of Screening Officer(s)

This is Schedule D to By-law 4319(2021), pursuant to Part II of said By-law.

Now Therefore the Council for the Town of Pelham hereby appoints the **Town Clerk** as the Screening Officer to conduct the Review Process as more particularly outlined in Part V of the By-law, and further, to appoint the **Town Deputy Clerk and the Clerks Department Legislative and Committee Co-ordinator** to act in the same capacity as the Town Clerk in his/her absence.

SCHEDULE “E”

ADMINISTRATIVE PENALTY BY-LAW 4353(2021)

**TOWN OF PELHAM ADMINISTRATIVE PENALTY BY-LAW DESIGNATED BY-LAW
PROVISIONS – HANDICAP PARKING BY-LAW 97-2020**

1. For the purposes of PART III of this By-law, column 1 in the following table lists the provision in the Handicap Parking By-law 97-2020, as amended that are hereby designated for the purposes of 3(1)(b) of O.Reg. 333/07.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

<u>item</u>	<u>Column 1</u> <u>Designated Provisions</u>	<u>Column 2</u> <u>Short Form Wording</u>	<u>Column 3</u> <u>Administrative Penalty</u>
<u>1</u>	13	Park, Stand or Stop in Designated Parking Space	\$ 300.00

SCHEDULE “F”
To By-law 4353(2021)
Appointment of Hearing Officer(s)

Now Therefore the Council for the Town of Pelham hereby appoints Janet Rutherford of Rutherford Prosecutions or her designate as the Hearing Officer to conduct the Appeal Process as more particularly outlined in Part VI of the By-law.

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW 4411(2022)

**Being a by-law to amend By-law No. 3728(2016) to
establish 2022 Fees and Charges to be collected by the
Corporation of the Town of Pelham, and to Repeal By-
law No. 4299(2020), as amended.**

WHEREAS the *Municipal Act, 2001, S.O 2001, c.25*, provides that a municipality may pass by-laws imposing fees or charges on any class of persons; and,

WHEREAS the *Planning Act, Chapter P. 13 R.S.O., 1990* as amended, provides that Council may prescribe a tariff of fees for the processing of applications made in respect of planning matters; and,

WHEREAS pursuant to the *Building Code Act, 1992, S.O 1992 c 23* as amended, Council may require the payment of fees on applications for and issuance of building permits and prescribing the amounts thereof, and,

WHEREAS pursuant to the *Line Fences Act, R.S.O., 1990 c. L. 17*, Council may fix its reasonable administrative fees to be paid to the municipality in relations to the proceedings of the Act; and,

WHEREAS the Corporation of the Town of Pelham deems it expedient to consolidate and update the fees and charges to be collected by the various departments of the Corporation of the Town of Pelham.

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

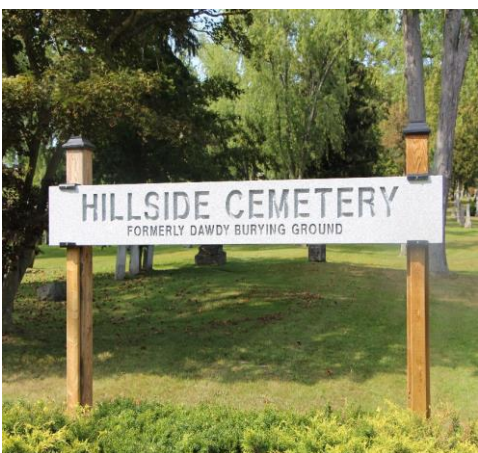
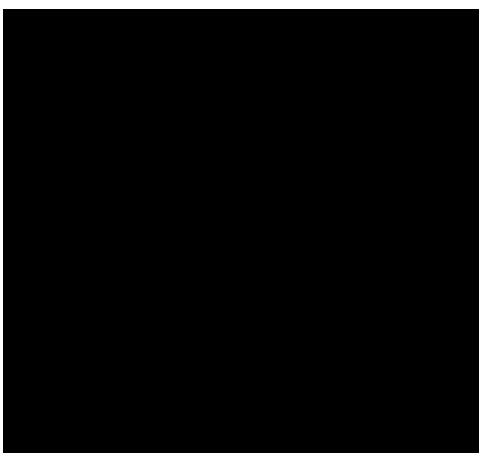
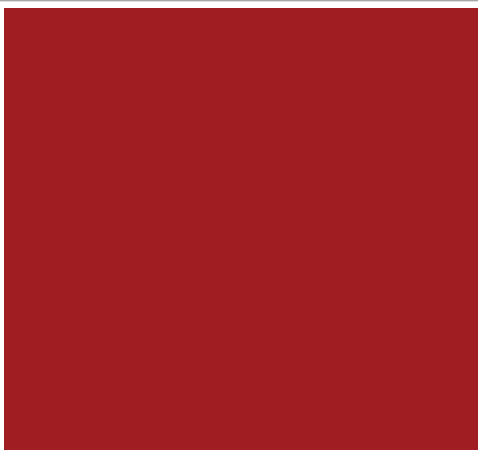
- (1) THAT Council hereby establishes the fees and charges for 2022 as set out in the Schedule to this by-law for The Corporation of the Town of Pelham (Pelham). The 2022 fees and charges will be subject to Harmonized Sales Tax (HST) and Retail Sales Tax (RST), where applicable.
- (2) THAT By-law No. 4299(2020), as amended by By-law No. 4339(2021), 4358(2021), 4385(2021) and 4392(2021) each be, and are hereby repealed and replaced.

ENACTED, SIGNED AND SEALED THIS
10th DAY OF JANUARY, 2021.

MAYOR MARVIN JUNKIN

TOWN CLERK HOLLY WILLFORD

Fees & Charges



Overview

An experience at a summer camp or swim program,
a requirement to obtain duplicate billing information or
a new beginning obtaining a house permit,
all of these experiences and more are realized within this guide.

User fees and charges are established to ensure that services specific to individuals are not subsidized by all ratepayers within the Town of Pelham

The Town of Pelham is proud to offer the experiences outlined in this guide at a minimal cost to the community members that require them.

The user fees and charges outlined in this document are regulated by By-law 4411 (2022).

Disclaimer

Where it is found that a fee in this schedule is different than an approved bylaw or policy, the latter shall prevail.

All fees and charges do not include applicable taxes. Where fees and charges are subject to taxes, they will be added at point of sale.

Contact

For more information about content found within this guide, please contact:

Teresa Quinlin-Murphy,
Treasurer and Director of Corporate Services, FCPA, FCA, MBA
905-980-6668



Index



Clerk’s Department



Corporate Services



Fire & By-Law Services



Planning & Development Services



Recreation & Cultural Services



Public Works



Indicates Changes



Indicates New Additions



Clerk's Department

	2021	2022
Business Licensing		
Itinerant Seller, Hawker, Peddler, Door to Door Seller	\$200.00	\$200.00
Refreshment Vehicle & Food Vending Vehicle	\$250.00	\$250.00
Bed and Breakfast, Fee Per Bedroom	\$150.00	\$150.00
Short Term Accommodation, Fee Per Bedroom	\$300.00	\$300.00
Affidavits/Commissioner of Oath		
Signature for all other documents – first document	\$10.00	\$10.00
Signature for all other documents – each additional document	\$5.00	\$5.00
Registrar statement/Travel letter – first letter	\$20.00	\$20.00
Registrar statement/Travel letter – each additional letter	\$5.00	\$5.00
Burial Permits/Death Registrations	\$10.00	\$10.00
Burial Permits/Death Registrations – After hours	\$100.00	\$100.00
Photocopies per page	\$0.25	\$0.25
Retrieval of Archived Records from Off-Site Storage	\$11.00	\$11.00
Lottery Licensing		
Bingo License % of prizes not exceeding \$5,500.00	3%	3%
Raffle Lotteries % of prizes not exceeding \$50,000.00	3%	3%
Bazaar Lotteries % of prizes not exceeding \$500.00	3%	3%
Bazaar Lotteries – per wheel	\$10.00	\$10.00
Break Open Ticket (Nevada) Lottery % of prizes each occasion	3%	3%
Break Open Ticket (Nevada) Lottery Home Base % of total prizes	2.25%	2.25%
Line Fences Administrative Fee	\$250.00	\$425.00



Clerk's Department

	2021	2022
Marriage Licensing		
License Fee	\$130.00	\$130.00
Ceremony Fee – On Site – Business Hours* - \$50 Deposit Required Upon Booking, non-refundable if cancelled by wedding couple	\$200.00	\$200.00
During COVID-19, Outdoor Weddings at Peace Park are preferred. Rental of Peace Park Bandshell applies (10 people) p/hr, OR:	\$14.00	\$14.00
*Rental Fee – Business Hours – MCC Accursi Lounge (9 25 people) p/hr	\$21.00	\$21.00
*Rental Fee – Business Hours – MCC ½ Accursi (32 50 people) p/hr	\$33.00 \$49.00 (Fri-Sun)	\$34.00 \$50.00 (Fri-Sun)
Ceremony Fee – Off Site and After Hours (Plus Expenses)	\$300.00	\$300.00
Rehearsal Fee	\$75.00	\$75.00
Witness Fee – Municipal Staff – Normal Business Hours – Each	\$25.00	\$25.00
Cleaning Fees, if required	\$100.00	\$100.00
Municipal Property Damage – Billable	Full Cost Recovery	Full Cost Recovery
*Note 1: For the duration of the COVID-19 Pandemic, Council Chambers is not available for civil marriage ceremonies. All indoor Weddings must be at MCC with limited attendance, subject to Provincial guidelines which may change from time to time. Minimal rental fees apply and are subject to HST.		
Note 2: For weddings not officiated by the Town of Pelham, separate MCC Rental Fees and requirements apply.		
Freedom of Information		
Application Fee	\$5.00	\$5.00
Photocopies – per page	\$0.20	\$0.20
Manual search, each 15 minutes	\$7.50	\$7.50
Preparation of record for disclosure – each 15 minutes	\$7.50	\$7.50
Retrieval of Archived Records in Off-Site Storage	\$12.50	\$12.50



Clerk's Department

	2021	2022
Integrity Commissioner Complaint Filing Fee(s) *Per Term of Council*		
First Complaint	No Fee	No Fee
Second Complaint	\$100.00	\$100.00
Three or More Complaints	\$300.00	\$300.00
*Please contact the Clerks Department for applicable exemptions		



Corporate Services

	2021	2022
General Tax Services Fees		
Statement of Tax Account	\$7.00	\$10.00
Reprint of Tax Bill	\$7.00	\$10.00
Tax Certificate – Mailed	\$50.00	\$50.00
Tax Certificate – Verbal	\$25.00	\$25.00
Interest and Penalty on Tax Arrears	1.25%	1.25%
NSF Charge	\$30.00	\$30.00
New Roll Creation	\$40.00	\$40.00
Ownership Change	\$40.00	\$40.00
Mortgage Company Administration Fee		\$15.00
Tax Registration Fees		
Tax Sale Administration Fee	\$525.00	\$525.00
POA add to taxes	\$50.00	\$50.00
General Accounts Receivable		
Interest on Accounts Receivable	1.25%	1.25%
NSF Charge on Accounts Receivable	\$30.00	\$30.00
Administrative Fee for Adding Arrears to Tax		\$25.00



Corporate Services

	2021	2022
Water Rates		
Metered Rates		
Bi-Monthly Base Charge (up to 19mm Meter)	\$28.51	\$30.65
Bi-Monthly Base Charge (25mm Meter)	\$57.00	\$61.28
Bi-Monthly Base Charge (37mm Meter)	\$79.81	\$85.80
Bi-Monthly Base Charge (50mm Meter)	\$113.99	\$122.54
Bi-Monthly Base Charge (75mm Meter)	\$285.01	\$306.39
Bi-Monthly Base Charge (100mm Meter)	\$475.17	\$510.81
Bi-Monthly Base Charge (150mm Meter)	\$950.08	\$1,021.34
Bi-Monthly Base Charge (200mm Meter)	\$1,520.53	\$1,634.57
Rate per cubic meter	\$1.649	1.773
Wastewater Rates		
Metered Rates		
Bi-Monthly Base Charge (up to 19mm Meter)	\$35.62	\$39.00
Bi-Monthly Base Charge (25mm Meter)	\$71.23	\$78.00
Bi-Monthly Base Charge (37mm Meter)	\$99.74	\$109.22
Bi-Monthly Base Charge (50mm Meter)	\$142.46	\$155.99
Bi-Monthly Base Charge (75mm Meter)	\$356.19	\$390.03
Bi-Monthly Base Charge (100mm Meter)	\$593.85	\$650.27
Bi-Monthly Base Charge (150mm Meter)	\$1,187.36	\$1,300.16
Bi-Monthly Base Charge (200mm Meter)	\$1,900.28	\$2,080.81
Rate per cubic meter	\$1.198	\$1.312
Bi-Monthly Base Charge	\$35.62	\$39.00



Corporate Services

	2021	2022
Water Loading Station Rates		
Per cubic meter	\$1.9007	\$2.0441
Water for Construction Rates		
Residential Flat Rate (up to 3 months)	\$125.00	\$135.00
***After 3 Months the account is set up for billing		
Commercial Flat Rate (up to 3 months)	\$200.00	\$215.00
General Water Services Fees		
Administration Charge (account set up fee)	\$15.00	\$25.00
Interest on water arrears	1.25%	1.25%
Water Certificate	\$50.00	\$50.00
Water Certificate – Verbal	\$25.00	\$25.00
NSF Charges	\$30.00	\$30.00
Statement of Water Account	\$7.00	\$10.00
Administrative Fee for Adding Arrears to Tax		\$25.00



Corporate Services

	2021	2022
Water Meters		
On and Off Charges		
Monday to Friday – 7:00am to 3:30pm flat rate (excluding holidays)	\$70.00	Not applicable
Monday to Friday – 3:30pm to 7:00am flat rate (excluding holidays)	Full Cost Recovery	Not Applicable
Saturdays, Sundays & Holidays – 12:01am to midnight	Full Cost Recovery	Not Applicable
Meter Testing		
5/8" meter at owners expense	\$90.00	\$90.00
Water Meter and Remote		
Tapping Fees	\$200.00	\$200.00
Water Meter Equipment		
	Full Cost Recovery	Full Cost Recovery
Municipal Property Damage		
	Full Cost Recovery	Full Cost Recovery



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees		
File Search	\$75.00	\$75.00
Request for Reports/Copies	\$75.00	\$75.00
Photographs	\$10.00	\$10.00
Fireworks Permits		
Sales	\$100.00	\$100.00
Storage	\$100.00	\$100.00
Display	\$100.00	\$100.00
Fire Route Application		
Administration Fee	\$100.00	\$100.00
Residential Requests		
Mortgage Clearance	\$100.00	\$100.00
Change of Ownership	\$100.00	\$100.00
Multi residential after two units (each)	\$25.00	\$25.00
Burn Permit (annual)	\$25.00	\$25.00
Burn Permit (new requiring an inspection)	\$50.00	\$50.00
Commercial & Industrial Requests		
First 2000 square meters	\$200.00	\$200.00
Each additional 100 square meters (each)	\$50.00	\$50.00
Tenant Space Individual (each)	\$50.00	\$50.00



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees (continued)		
L.L.B.O. Licenses Requests		
Premises	\$100.00	\$100.00
Patio (each)	\$50.00	\$50.00
Special Occasions (each)	\$50.00	\$50.00
Hotels-Motels Requests		
1-10 units	\$200.00	\$200.00
Over 10 units (per unit)	\$10.00	\$10.00
Day Care Requests		
Day Nurseries/Home Day Care Licenses	\$150.00	\$150.00
Fire Safety Plans		
Approvals	\$50.00	\$50.00
Inspection for Trade Shows		
Home Shows/Special Functions	\$150.00	\$150.00
Installation of Rural 911 Sign	\$100.00	\$100.00
Issuance of Occupant		
Loads sign – 60 persons or less	\$50.00	\$50.00
Loads sign – 61 persons or more	\$100.00	\$100.00
Vacation Rental Inspection Fee	\$150.00	\$150.00



Fire & By-Law Services

	2021	2022
Prevention, Protection and Inspection Fees (continued)		
Accreditation Inspections		
Nursing Homes	\$150.00	\$150.00
Rest Homes	\$150.00	\$150.00
Seniors Apartments	\$150.00	\$150.00
Care Facilities	\$150.00	\$150.00
Fire Drills		
Fire drill observation by (an) inspector(s) assigned by the chief fire official of any subsequent fire drill within the same calendar year	\$500.00	\$500.00
Municipal Property Damage		
	Full Cost Recovery	Full Cost Recovery
Discretionary Fees		
Equipment, Labour and/or Materials used at an incident	Full Cost Recovery	Full Cost Recovery
False Alarm Response		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
<i>Note: False Alarm Fees will only be implemented when it is determined by the Fire Chief that the false alarm was preventable or the fire alarm system was improperly installed, maintained or resulted from a malicious act by an individual. See By-Law 3085(2010) for details.</i>		
Response to an unauthorized Open Air Burn		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00



Fire & By-Law Services

	2021	2022
Municipal Property Damage (continued)		
Motor Vehicle Fires and Collisions – Non Resident		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
Fail to Comply with an Ontario Regulation causing an Emergency Response OR 210/01		
Per hour per Fire Department Vehicle	\$510.00	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00	\$255.00
<i>Note: Motor Vehicle fires and Collisions – Non Resident MAY be charged where the Pelham Fire Department has responded to an emergency situation, including motor vehicle accidents and fire, in which a non-resident person is involved.</i>		
Sign Fees		
Ground Signs up to 50 square feet	\$100.00	\$100.00
Ground Signs over 50 square feet	\$150.00	\$150.00
Portable Ground Signs (1-60 days)	\$100.00	\$100.00
Pole Signs	\$150.00	\$150.00
Roof Signs	\$150.00	\$150.00
Wall Signs	\$100.00	\$100.00
Temporary Special Event Signs	\$100.00	\$100.00
Projecting Signs	\$150.00	\$150.00
Applications and Permits for Signs requiring Council Approval		
Applications to Council for variance	\$250.00	\$250.00



Fire & By-Law Services

	2021	2022
Property Standards & Clean Yard (default not remedied)		
Administrative Fee	\$175.00	\$175.00
Initial Inspection Fee	\$95.00	\$95.00
Re-Inspection Fee	\$95.00	\$95.00
Mailing Fee	\$25.00	\$25.00
Fencing		
Application to Council for Fencing Variance	\$150.00	\$150.00
Kennel License	\$100.00	\$100.00



Planning & Development Services

	2021	2022
Planning Fees		
Draft Plan of Subdivision	\$9,071.00	\$9,343.00
Resubmission of Draft Plan Prior to Approval	\$1,072.00	\$1,104.00
Modification to Draft Plan of Subdivision	\$5,669.00	\$5,839.00
Extension to Approval of a Draft Plan of Subdivision	\$908.00	\$935.00
Final Approval of a Draft Plan of Subdivision	\$1,702.00	\$1,753.00
Subdivision Agreement	*	*
Amendment to a Subdivision Agreement	\$852.00	\$878.00
Draft Plan of Condominium	\$4,537.00	\$4,673.00
Resubmission of Draft Plan of Condominium Prior to	\$1,072.00	\$1,104.00
Modification to Approval of a Draft Plan of Condominium	\$2,269.00	\$2,337.00
Extension to Approval of a Draft Plan of Condominium	\$908.00	\$935.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery
Condominium Agreement	*	*
Amendment to Condominium Agreement	\$852.00	\$878.00
Development Agreement Application	*or**	*or**
Town Consultant Review	Full Cost Recovery	Full Cost Recovery
Amendment to Development Agreement	\$852.00	\$878.00
Release of Development Agreement	\$1,022.00	\$1,053.00
Site Plan Approval Application **Note: separate fee for the agreement	\$3,968.00	\$4,087.00
Resubmission of Site Plan Prior to Approval	\$804.00	\$828.00
Site Plan Approval for Minor Development i.e. farm help house, triplex, building addition <100m ² etc.	\$1,124.00	\$1,158.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery



Planning & Development Services

	2021	2022
Site Plan Amendment ***Note: Separate fee for the agreement	\$2,837.00	\$2,922.00
Release of Site Plan Agreement	\$1,022.00	\$1,053.00
*Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services		
Garden Suite Agreement	\$1,639.00	\$1,688.00
Encroachment Agreement	\$315.00	\$325.00
Zoning By-Law Amendment	\$4,537.00	\$4,673.00
APO Zoning By-Law Amendment	\$2,837.00	\$2,922.00
Official Plan Amendment	\$5,669.00	\$5,839.00
Combined Zoning By-Law & Official Plan Amendment	\$9,071.00	\$9,343.00
Extension of a Temporary Use By-Law	\$2,837.00	\$2,922.00
Removal of Holding Symbol	\$567.00	\$584.00
Town Consultant Review Fee	Full Cost Recovery	Full Cost Recovery
Repeal of Interim Control By-Law	\$1,133.00	\$1,167.00
Deeming By-Law	\$567.00	\$584.00
Lifting of Inhibiting Order	\$567.00	\$584.00
Lifting of One Foot Reserve	\$567.00	\$584.00
Removal of Part Lot Control	\$1,133.00	\$1,167.00
Communication Towers and Renewable Energy Application	\$1,133.00	\$1,167.00
Property Standards Appeal	\$567.00	\$584.00
Aggregate Application Fees	Full Cost Recovery	Full Cost Recovery
Real Estate Compliance Letter (10 business day service)	\$138.00	\$142.00
Real Estate Compliance Letter (Expedited 4 business day service)	\$220.00	\$227.00
Zoning Information Letter (10 business day service)	\$103.00	\$106.00



Planning & Development Services

	2021	2022
Planning Fees (continued)		
* Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services		
\$10,898.00 \$11,225.00 where the cost of construction of all Work is less than \$100,000.00;		
\$10,898.00 \$11,225.00 plus 4.0% of the costs between \$100,000.00 and \$400,000.00;		
\$23,672.00 \$24,382.00 plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);		
** Site Plan Agreements; and, Development Agreements where municipal services are not required to be extended \$2,727.00 \$2,809.00		
*** Shall be paid in addition to the Official Plan Amendment, Zoning By-Law Amendment and other planning application fees		
Agreements for temporary Second Dwelling Units	\$1,050.00	\$1,082.00
Change of Address	\$120.00	\$124.00
Consent	\$1,515.00	\$1,560.00
Request for Change in Conditions	\$556.00	\$573.00
Rescheduling Fee	\$253.00	\$261.00
Final Certification	\$399.00	\$411.00
Recirculation Due to Change in Application	\$253.00	\$261.00
Special Hearing Fee (In Addition to Application Fee)	\$556.00	\$573.00
Minor Variance	\$1,111.00	\$1,144.00
Rescheduling Fee	\$253.00	\$261.00
Recirculation Due to Change in Application	\$253.00	\$261.00
Special Hearing Fee (In Addition to Application Fee)	\$556.00	\$573.00



Planning & Development Services

	2021	2022
Building Permit Fees		
Minimum Permit Fee unless otherwise stated	\$263.00	\$271.00
<i>New Construction – per square foot</i>		
Assembly Occupancies – Group A		
School, church, restaurant, theatre, educational or recreational facility and similar occupancies	\$1.81	\$1.86
Preparation of record for disclosure – each 15 minutes	\$7.60	\$7.83
Institutional Occupancies – Group B		
Hospital, nursing home, reformatory, prison and similar occupancies	\$1.81	\$1.86
Residential Occupancies – Group C		
Single Family Dwelling, Semi-Detached Dwelling & Duplex Dwelling	\$1.49	\$1.53
Multiple Unit Dwelling i.e. apartment dwelling, townhouse dwelling, hotels, motels, other residential buildings or parts thereof	\$1.52	\$1.57
Residential Additions	\$1.32	\$1.36
Business/Personal Services Occupancies – Group D		
Office, bank, medical office/clinic and similar occupancies	\$1.81	\$1.86
Mercantile Occupancies – Group E		
Store, Shopping mall/plaza, shop, market, retail outlet and similar occupancies	\$1.81	\$1.86
Industrial Occupancies – Group F		
Industrial mall, plaza, garage, plant, factory, warehouse, manufacturing building and similar occupancies	\$1.69	\$1.74
Special Occupancies/Categories		
New Farm Buildings	\$0.51	\$0.53
Tents	\$263.00	\$271.00



Planning & Development Services

	2021	2022
Special Occupancies/Categories per square foot (continued)		
Park Model Trailer, Mobile Home	\$263.00	\$271.00
Accessory Buildings/Structures		
Garage/Carport, Deck/Porch/Patio, Sunroom/Solarium, shed or other accessory building	\$263.00 plus \$0.88> 300/ft ²	\$271.00 \$0.91> 300/ft ²
Private Swimming Pool	\$263.00	\$271.00
Public Swimming Pool or Spa	\$788.00	\$812.00
Designated Buildings/Structures		
Communication Tower, Solar Panels, Retaining Wall, Pedestrian Bridge, Wind Turbine, Crane Runway and similar buildings/structures	\$525.00	\$541.00
Alterations & Repairs – per square foot		
Interior Alterations/Repairs/Tenant Improvements		
Assembly occupancies – Group A	\$0.42	\$0.43
Institutional Occupancies – Group B	\$0.42	\$0.43
Residential Occupancies - Group C	\$0.32	\$0.33
Business/Personal Service - Group D	\$0.42	\$0.43
Mercantile Occupancies - Group E	\$0.42	\$0.43
Industrial Occupancies - Group F	\$0.42	\$0.43
Alterations/Additions to existing Farm Buildings	\$0.28	\$0.29
Alter/Replace Roof Structure	\$0.42	\$0.43
Fireplace, Woodstove, Insert, Chimney and similar construction	\$263.00	\$271.00



Planning & Development Services

	2021	2022
<i>Demolition</i>		
Part 9 Buildings/Structures	\$263.00	\$271.00
Other	\$788.00	\$812.00
<i>Miscellaneous</i>		
Partial Occupancy (does not apply to single family dwellings)	\$263.00	\$271.00
Change of use of a building or part thereof	\$263.00	\$271.00
Transfer of a Permit to a New Owner	\$263.00	\$271.00
Request for Deferral of Permit Revocation	\$263.00	\$271.00
Move a Building/Structure	\$263.00	\$271.00
Conditional Permit	\$630.00	\$649.00
Conditional Permit Agreement	\$263.00	\$271.00
Permit Renewal / Per Year	\$115.00	\$118.00
Re-inspection Fee	\$80.00	\$82.00
Clearance Letter	\$80.00	\$82.00
Building Code Oder Compliance Letter	\$158.00	\$163.00
Hourly Rate	\$68.00	\$70.00
Occupant Load Inspection	\$263.00	\$271.00
Photocopying & printing per page	\$0.26	\$0.27
Alternative Solution Review	\$525.00	\$541.00
<i>Partial Permit/Staged Construction</i>		
Building Foundation	15%	15%
Building Shell	75%	75%
Building Completion	10%	10%



Planning & Development Services

	2021	2022
Plumbing		
For plumbing work not included in any of the above classes of permit		
First 6 fixtures	\$263.00	\$271.00
Each additional	\$10.50	\$10.82
Refund of Permit Fees		
Where only administrative functions have been completed (application received and cost analysis complete)	90%	90%
Where only administrative and zoning functions have been completed	80%	80%
Where administrative, zoning and plans examination functions have been performed	60%	60%
Where the permit has been issued and no inspections performed	50%	50%
Deduction for each inspection performed	5%	5%
No fees shall be refunded after twelve (12) months from the date of permit issuance or when refund is less than \$100		
Construction Prior to Permit Issuance		
Where construction has commenced prior to the issuance of a permit for any class of permit described herein, the permit fee shall be doubled		
Municipal Property Damage	Full Cost Recovery	Full Cost Recovery



Recreation & Cultural Services

	2021	2022
Arena Rentals		
Ice Time – per hour (50min)		
Prime Time - Weekdays 4pm – midnight & weekends	\$207.00	\$211.00
Prime Time - Youth (PMHA & PFSC)	\$148.00	\$151.00
Non-Prime Time – Weekdays prior to 4pm	Youth \$87.00 / Adult \$114.00	Youth \$89.00/Adult \$116.00
Prime Time Last Minute Ice (less than 24hrs notice)	Youth \$72.27 / \$114.00	Youth \$74.00/Adult \$116.00
Summer Ice (April 15 – August 15)		
Non-Prime Time	\$112.00	\$116.00
Prime Time - Youth	\$148.00	\$151.00
Prime Time - Adult	\$179.00	\$182.00
Corporate Sponsor Free Skate Rates		
Prime Time Friday Skate Sponsorship per occurrence	\$266.00	\$266.00
Prime Time Sunday Skate Sponsorship per occurrence	\$306.00	\$306.00
Non-Prime Public Skate Sponsorship per occurrence	\$148.00	\$151.00
Public Skating		
Adults	\$3.54	\$3.54
Students/Seniors	\$3.10	\$3.10
Child	\$3.10	\$3.10
Family (up to 5 members)	\$10.62	\$10.62
Preschool Skate	\$3.10	\$3.10
Non Profit Organized Group Rate	\$26.55	\$26.55
Children's Birthday Party (Under 14 yrs., Max 15 children)		
• 2 hour hall + public skate or 1 hour gym	\$113.00	\$115.50
• + theme party (decorations)	\$136.00	\$150.00
• + specialty party (staff led options – tea party/craft/gym)	\$217.00	\$221.00
• Photo booth with props (no camera)	\$18.00	\$18.50



Recreation & Cultural Services

Arena Rentals (continued)	2021	2022
Special Skating		
Shinny Hockey Drop-In	\$5.31	\$5.31
Women's Hockey – Learn To Play Drop-In	\$5.31	\$5.31
Women's Hockey – Learn To Play Program + Shinny Combo (12 weeks)	\$88.50	\$8.85
Adult Learn To Skate (10 classes)	\$61.95	\$61.95
Ticket Ice	\$5.31	\$5.31
Summer Floor Rates – hourly		
Hourly - Adult	\$54.00	\$55.00
Hourly – Youth	\$35.00	\$36.00
Daily Event	\$527.00	\$535.00
Daily - Youth	\$343.00	\$350.00
Event Electrical System Includes ESA inspection	\$1,000.00	\$1,100.00
MCC Arena Advertising		
Accipiter Arena		
On Ice (Per Ice Season/Year)	\$750.00	N/A
Boards (Per Year)	\$1,000.00	\$1,000.00
Duliban Insurance Arena		
On Ice (Per Ice Season/Year)	\$750.00	\$750.00
Boards (Per Year)	\$800.00	\$800.00
Ice Resurfacer (Per Side/Year)	\$2,000.00	\$2,000.00



Recreation & Cultural Services

Rentals (continued)		2021	2022
Old Pelham Town Hall			
Monday – Thursday (Daily Rental)		\$133.00	\$135.00
Monday – Thursday (Hourly Rental)		\$33.00	\$34.00
Friday – Sunday & Holidays (Daily Rental)		\$237.00	\$242.00
Friday – Sunday & Holidays (Hourly Rental)		\$49.00	\$50.00
Youth/Multiple Use Rate (5+) (Daily Rental Monday to Thursday)		\$106.00	\$108.00
West Lounge		\$35.00	\$36.00
Stage Rental		\$200 per	\$225.00
Refundable Security Deposit (taxes not applicable)		\$100.00	\$100.00
SOCAN fee – without dancing per event	Full Cost Recovery		Full Cost Recovery
SOCAN fee – with dancing per event	Full Cost Recovery		Full Cost Recovery
Meridian Community Centre Gymsnasiums			
½ gymnasium rental (hourly) Licensed Users-Youth Rate		\$11.00	\$12.00
Full size gymnasium rental (hourly)		\$42.00	\$43.00
½ gymnasium rental (hourly)		\$21.00	\$22.00
Custodial Charge (hourly)		\$36.00	\$38.00
Team Chairs (per event)		\$100.00	\$125.00
Set up & Use of Nets & Standards (Volleyball, Badminton, Pickleball)		\$10.00/per	\$10.00/per
Equipment Rental (Volleyball; Badminton Racquet w shuttle; Pickleball Racket w ball)		\$2.00/per	\$2.00/per
Gym Floor Covering (Per Gym)		N/A	\$250/per day



Recreation & Cultural Services

Rentals (continued)	2021	2022
Meridian Community Centre – Kinsmen Community Room		
FULL ROOM		
Daily – Monday to Thursday	\$133.00	\$136.00
Hourly – Monday to Thursday	\$33.00	\$34.00
Daily – Friday to Sunday & Holidays	\$237.00	\$242.00
Hourly – Friday to Sunday & Holidays	\$49.00	\$50.00
HALF ROOM		
Daily – Monday to Thursday	\$66.00	\$67.00
Hourly – Monday to Thursday	\$17.00	\$18.00
Daily – Friday to Sunday & Holidays	\$119.00	\$121.00
Hourly – Friday to Sunday & Holidays	\$25.00	\$26.00
Meridian Community Centre – Dr. Gary & Mall Accursi		
Multipurpose Community Room		
FULL ROOM		
Daily – Monday to Thursday	\$198.00	\$202.00
Hourly – Monday to Thursday	\$50.00	\$51.00
Daily – Friday to Sunday & Holidays	\$356.00	\$363.00
Hourly – Friday to Sunday & Holidays	\$73.00	\$75.00
HALF ROOM		
Daily – Monday to Thursday	\$132.00	\$135.00
Hourly – Monday to Thursday	\$33.00	\$34.00
Daily – Friday to Sunday & Holidays	\$237.00	\$242.00
Hourly – Friday to Sunday & Holidays	\$49.00	\$50.00
Special Functions Area		
Hourly	\$21.00	\$22.00
Daily	\$83.00	\$85.00
Daily (with rental of Dr. Gary Accursi Multipurpose Community Room)	\$52.00	\$53.00



Recreation & Cultural Services

	2021	2022
Community room – Kitchen		
Daily (with rental of Dr. Gary & Mall Accursi Multipurpose Community Room)	\$52.00	\$53.00
Atrium		
TOP Facility User Groups – 8' space 1 table + 2 chairs/day per booth	\$25.00	\$25.00
MCC Servery – Ciolfi's Corner		
Hourly	N/A	\$34.00
MCC – Small Meeting Room		
Monday to Thursday (Daily)	\$50.00	\$51.00
Friday to Sunday & Holidays (Daily)	\$80.00	\$82.00
Monday to Thursday (Hourly)	\$10.00	\$11.00
Friday to Sunday & Holidays (Hourly)	\$16.00	\$17.00
Miscellaneous		
Refundable Security Deposit (taxes not applicable)	\$100.00	\$100.00
Last Minute Cancellation Fee (less than 24hrs)-Applicable to all Facility	N/A	\$40.00
SOCAN fee - without dancing per event	Full Cost Recovery	Full Cost Recovery
SOCAN fee – with dancing per event	Full Cost Recovery	Full Cost Recovery
Stage Rental per set up	\$100.00	\$125.00
Pelham Minor Hockey Association Courtyard (Hourly/Daily)	\$25.00/\$100.00	\$30.00/\$125.00
Portable Bar per rental	\$100.00	\$125.00
Serving Fee per event	\$100.00	\$125.00
Linen Rental Fees	\$10.00/per item	\$12.00/per item
Propane Heaters Rental Fee	N/A	\$30.00/per heater



Recreation & Cultural Services

Summer Field Rate Schedule	2021	2022
Ball Diamonds		
Level "A" groomed and lined	\$25.00	\$25.00
Level "A" youth	\$18.00	\$18.00
Level "C" no service	\$15.00	\$15.00
Level "C" youth	\$11.00	\$11.00
Diamond Lights (per hour)	\$13.00	\$13.00
Tournaments & Special Events		
Level "A" groomed and lined	\$198.00	\$198.00
Level "A" youth	\$141.00	\$141.00
Level "C" no service	\$119.00	\$119.00
Level "C" youth	\$85.00	\$85.00
<i>Note: Fees do not include use of lights – apply per hour light fee if required</i>		
Soccer Fields per hour		
Adult	\$24.00	\$24.00
Minor	\$19.00	\$19.00
Soccer Lights (per hour)	\$30.00	\$30.00
Soccer Tournament and Special Events		
Adult	\$189.00	\$189.00
Minor	\$147.00	\$147.00
Park Pavilions: Centennial Park & Harold Black Park		
Park Pavilion	\$35.00	\$35.00
Passive Areas: Centennial Park & Harold Black Park		
Permit Fee	\$29.00	\$30.00



Recreation & Cultural Services

Parks (continued)		2021	2022
Peace Park including Bandshell			
Pavilion Rate + Passive Area Rate (under 100 people)		\$67.00	\$68.00
Pavilion Rate + Passive Area Rate (over 100 people)		\$135.00	\$138.00
Per Hour Rate		\$14.00	\$15.00
SOCAN fee	Full Cost Recovery		Full Cost Recovery
Town Staff fee (per hour)		\$37.00	\$38.00
Hydro Fee for One Time Events		N/A	\$45.00
Centennial Park Tennis Courts			
Tennis lights per season		Full Cost Recovery	Full Cost Recovery
Family Membership		\$150.00	\$150.00
Single Adult Membership		\$100.00	\$100.00
Single Student/Senior Membership		\$50.00	\$50.00
Children (12 years and under)		Free	Free
Outdoor Court Instructor Rental		N/A	\$20.00
Lesson Fees will be determined based on competitive rates			
Storage Space Per Year			
Youth Organization Storage		\$500.00	\$500.00
Centennial/ H.B. Park		\$50.00	\$50.00
Supply Rentals (Daily Fee with Facility Rental)			
Picnic Table/Folding Table		\$20.00	\$25.00
Folding Cruiser Table		\$10.00	\$12.00
10 x 10 Tents with Weights		\$25.00	\$28.00
Kids Folding Table		\$10.00	\$12.00
Refundable Equipment Deposit (taxes not applicable)		\$100.00	\$100.00



Recreation & Cultural Services

	2021	2022
Aquatic Rates		
Swimming Lessons		
Parent & Tot 1, 2, 3	\$69.00	\$69.00
Preschool A-E	\$80.00	\$80.00
Swimmer 1, 2	\$80.00	\$80.00
Swimmer 3, 4, 5, 6	\$86.00	\$86.00
Patrol (Rookie, Ranger, Star)	\$89.00	\$89.00
Private Lessons (10)	\$169.00	\$169.00
Semi Private Lessons (10)	\$142.00	\$142.00
Stroke Builder Lessons (10)	\$86.00	\$86.00
Bronze Star	\$82.00	\$82.00
Bronze Medallion/Emergency First Aid CPR (Additional Fee for Materials)	\$145.00	\$145.00
Canadian Lifesaving Society Manual	N/A	\$47.00
Bronze Cross	\$123.00	\$123.00
Bronze Cross Recertification	\$56.00	\$56.00
Swim Team	\$115.00	\$115.00
NL Recertification	\$79.00	\$79.00
Facility Charges		
Pool Rental per hour	\$62.00	\$63.25
Lifeguard fee per hour (minimum 2 guards/rental)	\$26.00	\$26.50
Public Swim Rates		
Adult	\$3.98	\$3.98
Child/Senior	\$3.54	\$3.54
Family	\$11.95	\$11.95
Swim Pass – Single	\$55.75	\$55.75
Swim Pass - Family	\$101.77	\$101.77
Aqua Zumba	N/A	\$5.31
Lane Swim (1 lane for 1 hour/week for the season)	N/A	\$20.00



Recreation & Cultural Services

	2021	2022
Camp Rates		
March Break Camp		
Single Week	\$185.00	\$185.00
Single Day Registration	\$65.00	\$65.00
Family Weekly Registration Discount Each Child after 2 nd Child	(\$45.00)	(\$45.00)
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Lunch per week	\$31.00	\$31.00
Lunch per day	\$6.50	\$6.50
Leaders in Training Program	\$110.00	\$110.00
Refund Administration Fee	\$10.00	\$10.00
Summer Camp		
Single Day Registration	\$65.00	\$65.00
Single TRIP Day Registration	\$65.00	\$65.00
Single Week Registration	\$180.00	\$180.00
Multiple Week Registration discount each week after 2 weeks	(\$10.00)	(\$10.00)
Family Day Registration (max 3)	N/A	N/A
Family TRIP Day Registration (max 3)	N/A	N/A
Family Weekly Registration Discount Each Child after 2 nd Child	25%	25%
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00	\$33.00
4 Day Camp Week (Due to Holiday)	N/A	\$150.00



Recreation & Cultural Services

Specialty Programs/Camps	2021	2022
Single Week Registration	\$195.00	\$195.00
Family Weekly Registration Discount Each Child after 2 nd Child	25%	25%
Extended Care per week	\$38.00	\$38.00
Extended Care per day	\$8.50	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00	\$33.00
Ballroom Dance Lessons (10 Classes)	\$71.00	\$72.57
Ballroom Social Tickets	\$9.00	\$9.00
Improv Classes (10 Classes)	\$9.00	\$9.00
Triathlon Club Monthly	\$65.00	\$65.00
Triathlon Club with Swim Team membership Summer	\$225.00	\$225.00
Activity Drop in Fee Adult	\$5.31	\$5.31
Activity Punch Pass (20) Adult	\$70.80	\$70.80
Activity Drop in Fee Youth	\$3.10	\$3.10
Activity Punch Pass (25) Youth	\$70.80	\$70.80
Seniors Social Membership Fee - Annual	\$36.00	\$36.00
P.D Camp Registration (includes lunch)	\$45.00	\$45.00
Holiday Workshop Registration (includes dinner)	\$25.00	\$25.00
Mini Camp	\$120.00	\$120.00
Brock Fit (12 weeks)	N/A	\$119.47
Pickleball Clinics (Per Person)		\$14.00
Municipal Property Damage	Full Cost Recovery	Full Cost Recovery
Pelham Transit (As Pilot Project, Operated by Regional Transit On Demand)		
Standard Bus Fare	N/A	N/A
Bus Ticket Pack (11 Tickets)	N/A	N/A
Bus Pass Monthly	N/A	N/A



Public Works

	2021			2022		
Culvert Fees - \$100	3 meter	6 meter	9 meter	3 meter	6 meter	9 meter
250 mm – Culvert - \$193.00/m – Coupler \$10.50	\$679.00	\$1,158.00	\$1,737.00	\$699.00	\$1,193.00	\$1,789.00
300 mm – Culvert - \$205.00/m – Coupler \$12.50	\$715.00	\$1,230.00	\$1,845.00	\$736.00	\$1,267.00	\$1,900.00
375 mm – Culvert - \$217.00/m – Coupler \$15.50	\$751.00	\$1,302.00	\$1,953.00	\$774.00	\$1,341.00	\$2,011.00
450 mm – Culvert - \$232.00/m – Coupler \$18.50	\$796.00	\$1,392.00	\$2,088.00	\$820.00	\$1,434.00	\$2,151.00
525 mm – Culvert - \$253.00/m – Coupler \$21.50	\$859.00	\$1,518.00	\$2,277.00	\$885.00	\$1,564.00	\$2,345.00
600 mm – Culvert - \$271.00/m – Coupler \$24.50	\$913.00	\$1,626.00	\$2,439.00	\$940.00	\$1,675.00	\$2,512.00
*** larger or off sizes will be charged as per occurrence						

Cemeteries

Resident Rates

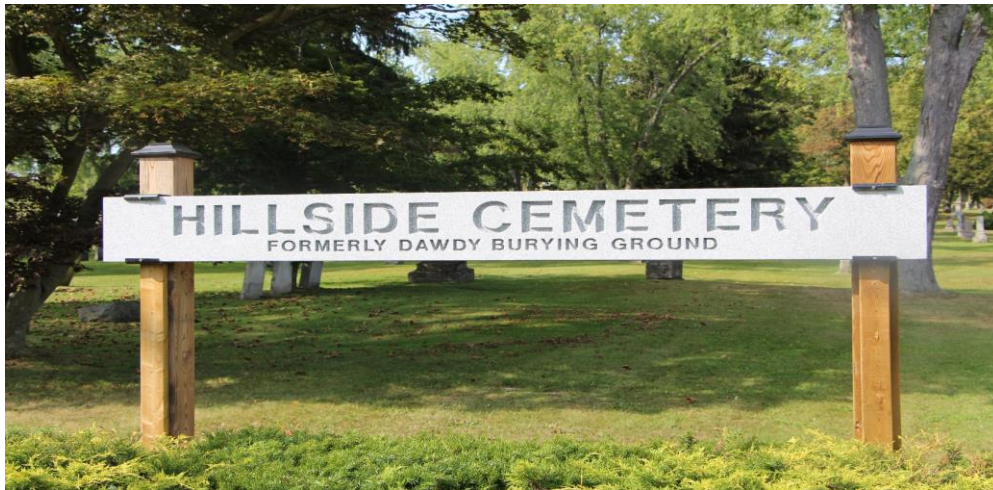
Land Acquisition per grave lot

Adult Grave	\$1,046.00	\$1,077.00
Columbarium niche	\$2,346.00	\$2,346.00
Perpetual Care for niche (15%)	\$414.00	\$414.00

Non-Resident Rates

Land Acquisition per grave lot

Adult Grave	\$1,659.00	\$1,709.00
Columbarium niche	\$2,932.50	\$2,932.50
Perpetual Care for niche (15%)	\$517.50	\$517.50



Public Works

	2021	2022
Interment Fees		
Standard Burial		
Adult		
Opening and Closing Weekdays (**additional Administration Fee will be added)	\$633.00	\$652.00
Opening and Closing Saturday morning (**additional Administration Fee will be added)	\$909.00	\$936.00
Opening and Closing Saturday afternoon (**additional Administration Fee will be added)	\$955.00	\$984.00
***Administration Fee	\$12.00	\$12.00
Infant		
Weekdays (**additional Administration Fee will be added)	\$298.00	\$307.00
Saturday (**additional Administration Fee will be added)	\$606.00	\$624.00
***Administration Fee	\$12.00	\$12.00
Cremated Remains		
Weekdays	\$235.00	\$242.00
Saturday	\$460.00	\$474.00
Columbarium Weekday	\$281.00	\$289.00
Columbarium Saturday	\$470.00	\$484.00
***Administration Fee	\$12.00	\$12.00
Mausoleum		
Weekdays	\$313.00	\$322.00
Saturday	\$469.00	\$483.00



Public Works

	2021	2022
Interment Fees (continued)		
Disinterment Charges		
Adult/Child disinterment only	\$959.00	\$988.00
Adult/Child disinterment & re-interment	\$1,602.00	\$1,650.00
Infant/Stillborn disinterment only	\$319.00	\$329.00
Infant/Stillborn disinterment & re-interment	\$533.00	\$549.00
Cremains disinterment only	\$694.00	\$715.00
Cremains disinterment & re-interment	\$1,071.00	\$1,103.00
Columbarium	\$281.00	\$289.00
Foundation Charges		
Foundation charge per cubic foot	\$41.00	\$42.00
Markers	\$92.00	\$95.00
Cornerstones	\$97.00	\$100.00
Administration Fees		
Interment Rights Transfer	\$54.00	\$55.00
Interment Rights Exchange	\$54.00	\$55.00
Interment Rights Replacement/Duplicate	\$32.00	\$33.00
Cemetery Records Search – per hour	\$27.00	\$28.00
Marker Perpetual Care and Maintenance		
Upright marker four feet or less in height and four feet or less in	\$100.00	\$200.00
Upright market more than four feet or less in height and four feet or less in length	\$200.00	\$400.00
Flat Marker over 172 square inches	\$51.00	\$100.00



Public Works

	2021	2022
Foundation Charges (continued)		
Other Fees		
Columbarium Plate Engraving to Town specifications for font/size/style (at time of need). Actual cost of engraving plus \$75 administration fee to cover internal costs and shipping	\$75.00 + Actual Cost of Engraving	\$75.00 + Actual Cost of Engraving
Overtime Rate per hour	\$270.00	\$275.00
Archaeological Dig – per hour	\$87.00	\$90.00
Dedication Items		
Wheel Chair Accessible Picnic Table	\$4,000.00	\$4,000.00
6-Foot “Pelham Bench”	\$3,000.00	\$3,000.00
Pride Bench	\$3,000.00	\$3,000.00
Bike Rack	\$1,000.00	\$1,000.00
Bike Repair Station	\$4,500.00	\$4,500.00
Concrete Ping Pong Table	\$10,500.00	\$10,500.00
Chess/Checkers Games Table	\$4,000.00	\$4,000.00
Tree Dedication	\$750.00	\$750.00



Public Works

	2021	2022
Permit Fees		
Special Event Permits (includes administration, site inspection and traffic plan review)	\$150.00	\$154.00
Driveway Entrance Permit and Inspection Fee (includes one Inspection)	\$150.00	\$154.00
Road Closure/Open Fees		
Closure/Open (4 hours max)	\$230.00	\$237.00
Overtime – Closure/Open (4 hours max)	\$285.00	\$294.00
Double Time Sunday and Holidays – Closure/Open (4 hours max)	\$350.00	\$361.00
Barricade/Cone/Barrel Deposit – refundable		
Under 10 Units	\$100.00	\$103.00
10 – 20 Units	\$200.00	\$206.00
Over 20 Units	\$500.00	\$515.00
Municipal Property Damage		
	Full Cost Recovery	Full Cost Recovery
Development Inspection per diem		
	Full Cost Recovery	Full Cost Recovery
Unopened Road Allowance Application Fee		\$1,200.00
		\$1,236.00
Closed Road Allowance Disposal Charges		Full Cost Recovery
		Full Cost Recovery



**Community Planning
& Development**



**Fire & By-Law
Services**



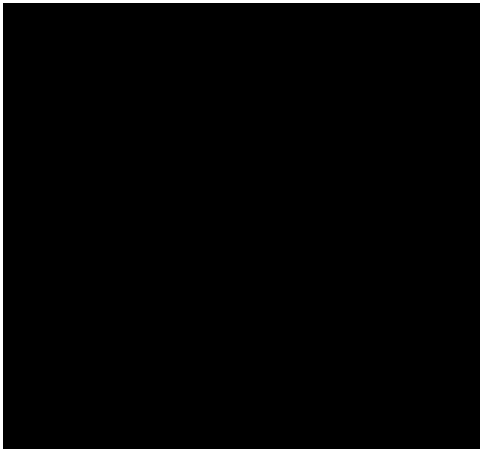
Public Works



**Recreation, Culture
& Wellness**



Corporate Services



**Administration
Services**

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #4412(2022)

**Being a by-law to provide for an interim tax levy for the year
2022.**

WHEREAS Section 317 of the *Municipal Act*, Chapter 25, S.O. 2001, provides that a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes ;

AND WHEREAS the council of this municipality deems it appropriate to provide such interim levy on the assessment of property in this municipality;

AND WHEREAS BY-LAW 4306(2021) is no longer deemed to be in force and effect and can thereby be repealed;

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

In this by-law, the following words shall be defined as:

“COLLECTOR” shall mean the Municipal Tax Collector.

“MINISTER” shall mean the Minister of Finance.

“MPAC” shall mean the Municipal Property Assessment Corporation.

1. The amounts shall be levied as follows:

1.1 For the residential, Pipeline, Farmland and Managed Forest property classes, there shall be imposed and collected an interim levy of:

(A) the percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act*; or,

(B) 50%, if no percentage is prescribed.

of the total taxes for municipal and school purposes levied in the year - 2021.

1.2 For the Multi-Residential, Commercial and Industrial property classes, there shall be imposed and collected an interim levy of:

(A) the percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act*; or,

(B) 50%, if no percentage is prescribed.

of the total taxes for municipal and school purposes levied in the year 2021.

The amounts shall be levied on the assessment according to the Assessment Roll, as returned by MPAC.

2. For the purpose of calculating the total amount of taxes for the year 2021 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2021 because assessment was added to the collector’s roll during 2021, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

3. The provisions of this by-law apply in the event that assessment is added for the year 2022 to the Collector’s Roll after the date this by-law is passed and an interim levy shall be imposed and collected.

4. All taxes levied and collected under this by-law shall be payable into the Office of the Treasurer or Collector, or any financial institution within the Town of Pelham. Payment must be received at Town Hall on or before the due dates in accordance

with the provisions of this by-law.

5. The interim tax levy imposed by this by-law shall be paid in two instalments due on the following dates:
- 5.1 One-Half ($\frac{1}{2}$) thereof on the **-28th Day of February, 2022**
- 5.2 One-Half ($\frac{1}{2}$) thereof on the **-29th Day of April, 2022**
- Non-payment of the amount on the dates stated above shall constitute default and any subsequent instalments shall forthwith become payable.
6. The Collector may mail or cause to be mailed to the address of the residence of place of business of each person taxes under this by-law, a notice specifying the amount of taxes payable.
7. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's Roll under Section 340 of the *Municipal Act*.
8. The final levy for the year 2022 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
9. The provisions of Section 317 of the *Municipal Act* apply to the by-law with necessary modifications.
10. The Treasurer and the Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment or late payment of any taxes or any instalment of taxes.
11. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
12. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
13. BY-LAW 4306(2021) be and is hereby repealed.
14. This by-law shall come into force and take effect on the date of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
10th DAY OF JANUARY, 2022.

MAYOR MARVIN JUNKIN

TOWN CLERK HOLLY WILLFORD

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW 4413(2022)

Being a By-Law to Authorize the Mayor and Clerk to enter into an Intermunicipal Amending Agreement with the Regional Municipality of Niagara and Local Area Municipalities with respect to the Vision Zero Program.

Whereas O. Reg. 398/19 amended the *Highway Traffic Act* to enhance Municipal Road Safety through Automated Speed Enforcement; and

Whereas Section 23.1(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to certain restrictions; and

Whereas Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act*, 2001, or any other Act, and

Whereas the Town of Pelham endorses the Vision Zero goal of zero traffic deaths or serious injuries on roadways under its jurisdiction and commits to collaborating with all stakeholders in working to realize this goal; and

Whereas Council endorsed the Vision Zero Road Safety Program at its Regular Meeting of Council on January 10th, 2022,

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

- (1) THAT the Niagara Region Courts Intermunicipal Amending Agreement attached hereto and made part of this by-law between the Regional Municipality of Niagara and Local Area Municipalities be and is hereby approved; and
- (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 said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

ENACTED, SIGNED & SEALED THIS
10th DAY OF JANUARY, 2022

MARVIN JUNKIN, MAYOR

HOLLY WILLFORD, TOWN CLERK

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 20_____.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s implementation of the Vision Zero Program to be financially sustainable, the initial capital and ongoing operating costs to establish and operate the Vision Zero Program would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement (ASE), Red Light Camera (RLC) enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program; and,

“Vision Zero Program Implementation and Operating Costs” means the costs incurred by the Region related to initial establishment of the Vision Zero Program approved by the Council of the Region as part of the 2020 Regional budget approval process, being comprised of (a) the capital costs of the installation of 10 RLC units and 4 ASE units; and, (b) the ongoing operating costs and expenses to administer the Vision Zero Program, subject to annual adjustments as may required pursuant to applicable agreements, including but not limited to:

- i. all staffing and training;
- ii. consulting services;
- iii. equipment fees, operation and maintenance;
- iv. fees and charges imposed pursuant to agreements required to be entered into by the Region to implement the Vision Zero Program, including by the Ministry of Transportation and the Joint Processing Centre;
- v. communication and public education; and
- vi. related infrastructure maintenance such as signage, pavement markings and intersection improvements.

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment and ongoing operating costs and as such agree that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
3. The Region shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Municipalities shall use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region’s operation and enhancement of the Vision Zero Program. Recognizing the Provincial reporting to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Municipalities shall report to the Region in such form and with such frequency as necessary to achieve alignment with Provincial reporting requirements from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding: Vision Zero Program Implementation and Operating Costs; the use of the Region’s share of the net Vision Zero Program revenues; and the technical performance of, and any proposed enhancements to, the Vision Zero Program.

5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs and revenues separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the gross Vision Zero Program revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.
9. The term of this Amending Agreement will be three (3) years from the Effective Date. The parties agree that on or about two (2) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.

12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Name:
Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF THOROLD

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF WELLAND

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF WEST
LINCOLN**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

Name:
Title:

Name:
Title:

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW 4414(2022)

Being a by-law to authorize the Mayor and Clerk to enter into a Venue Use Agreement with the 2021 Canada Games Host Society INC with respect to the 2022 Canada Games;

And to authorize the use of such roadways and lands as a Venue for the 2022 Canada Games.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into a Venue Use Agreement with the 2021 Canada Games Host Society INC;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to make available such roadways and lands for the torch relay event, road cycling race event, and 13 for 13 festival event for Niagara 2022 Canada Games as identified in the agreement attached hereto;

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

(1) THAT the agreement attached hereto and forming part of this By-law between the Corporation of the Town of Pelham and the 2021 Canada Games Host Society INC 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 said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

ENACTED, SIGNED & SEALED THIS
10th DAY OF JANUARY, 2022.

M. JUNKIN, MAYOR

HOLLY WILLFORD, TOWN CLERK

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

This **VENUE USE AGREEMENT** is dated as of and effective November 1, 2021 (the “**Effective Date**”).

BETWEEN:

2021 CANADA GAMES HOST SOCIETY INC. (the "Host Society")

AND

TOWN OF PELHAM (the “Licensor”)

WHEREAS

- A. The Host Society is organizing the 2022 Canada Games which will be hosted in the Niagara region from August 6 to 22, 2022;
- B. The Licensor owns the roadways and lands indicated in Schedule A; and
- C. The Licensor wishes to make available, and the Host Society wishes to use such lands for the 2022 Canada Games.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 **Definitions** - For the purposes of this Agreement and the Schedules attached hereto, the following terms shall have the following meanings:

“**Agreement**” means this Venue Use Agreement and the Schedules attached hereto, as may be amended from time to time in accordance with the terms hereof;

“**Games**” means the 2022 Canada Games;

“**Games Period**” means the period that the Venue will be used for the Games as described in *Schedule B - Venue Access*, and such reasonable period as is necessary to commission and decommission the Venue for such use;

“**Party or Parties**” means a party or parties, respectively, to this Agreement; and

“**Venue**” means those lands, buildings, roadways and/or facilities owned by the Licensor and described in *Schedule A – Venue Description*, together with such ancillary facilities, furniture, fixtures and equipment as are necessary for the general services identified in Schedule A and the Host Society’s other reasonable purposes.

2. GRANT OF LICENSE

- 2.1. **Games Period Use** - The Licensor hereby grants to the Host Society an exclusive license to use the Venue for the Games Period. The Licensor acknowledges and agrees that the Games Period described in *Schedule B - Venue Access* is subject to change.
- 2.2. **Venue Modifications** - The Licensor shall provide the Host Society access to the Venue before and after the Games Period to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, and to return the Venue to its same condition, including reasonable wear and tear, as identified and agreed to by the Parties or to such other condition described in *Schedule C – Venue Modifications*. The Licensor acknowledges and agrees that the *Venue Fit-Out Plan* referred to in section 5 of this Agreement may change the Venue Modifications described in *Schedule C*, the Venue Access described in *Schedule B*, and the Venue Description in *Schedule A*.
- 2.3. **Test Events** – The Parties acknowledge that the Host Society may also require use of the Venue before the Games Period for events to test any venue modifications or the readiness of the Venue or the Host Society to host the Games. The Host Society shall provide reasonable notice to the Licensor regarding any such proposed test event and, provided that no contractual or operational conflict is anticipated, the Licensor will allow the Host Society to access and use the Venue for any such test event.
- 2.4. **Costs** – The Host Society shall be entitled to the rights for access and use of the Venue granted in this Agreement for no fees and at no cost other than as expressly provided for in this Agreement. The Licensor shall be responsible for all normal operating and utility costs attributable to the operation of the Venue, including property taxes, janitorial and housekeeping costs, security costs, environmental management and waste recycling, collection and disposal costs, provision of WiFi sufficient for Games-time needs, electrical power, heating, water, ventilation and air conditioning

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

costs, and maintenance and repair costs that the Licensor or its operator would normally incur in the operation of the Venue. The Host Society shall be responsible for any incremental costs for additional services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating and utility costs and are expressly described in *Schedule D – Costs*. The Host Society shall also be responsible for any repair costs to the Venue and its contents due to damage attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear, as identified and agreed to by the Parties. The Host Society shall have the option to enter into agreements independently of the Licensor in relation to the Host Society's use of the Venue as it considers necessary.

3. SERVICES AND MAINTENANCE

- 3.1. Janitorial and Housekeeping Services** - The Licensor shall provide janitorial and housekeeping services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such janitorial and housekeeping services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional janitorial and housekeeping services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional janitorial and housekeeping services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional janitorial and housekeeping services provided by the Host Society complement the janitorial and housekeeping services normally provided at the Venue.
- 3.2. Security Services** – The Licensor shall provide security services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such security services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional security services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional security services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional security services provided by the Host Society complement the security services normally provided at the Venue.

- 3.3. Environmental Management and Waste Services** – The Licensor shall provide environmental management and waste recycling, collection and disposal services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such environmental management and waste recycling, collection and disposal services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional environmental management and waste recycling, collection and disposal services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional environmental management and waste recycling, collection and disposal services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional environmental management and waste recycling, collection and disposal services provided by the Host Society complement the environmental management and waste recycling, collection and disposal services normally provided at the Venue.
- 3.4. Maintenance and Repair** – The Licensor shall maintain and repair the systems, facilities, and equipment necessary for the proper operation of the Venue to ensure continuous, reliable and normal operation during the Games Period, and shall be responsible for all costs of maintaining and repairing such systems, facilities and equipment during the Games Period. The Licensor shall ensure that the Venue and the systems, facilities, and equipment necessary for the proper operation of the Venue comply with all applicable laws, including all applicable fire and building codes. The Licensor shall provide the Host Society with access to all relevant plans for the Venue and its proper operation including all relevant emergency plans.
- 3.5. Labour** - In accordance with a mutually acceptable work plan, the Licensor's operating staff at the Venue may be supplemented during the Games Period by the Host Society's staff, volunteers and contracted service providers. The Host Society acknowledges the Licensor's legal obligations as an employer, and agrees to accommodate any labour relations or other regulatory implications in the development and implementation of any such work plan. The Host Society shall be responsible for training its staff and volunteers to comply with any applicable statutory and reasonable Licensor requirements.

4. FURNITURE, FIXTURES, EQUIPMENT AND STORAGE

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- 4.1. Furniture, Fixtures and Equipment Use** – During the Games Period, the Host Society shall be entitled to use all fixtures, furnishings and equipment normally situated in the common public areas and other areas of the Venue to be used by the Host Society. The Licensor has the discretion, acting reasonably, to identify any furniture, fixtures or equipment that it deems non-available for use by the Host Society during the Games Period in *Schedule A – Venue Description* or the *Venue Fit-Out Plan* referred to in section 5 of this Agreement. So far as practicable, the Licensor shall also provide the Host Society with use of all storage facilities at the Venue during the Games Period. The Host Society shall be entitled to the use of such furniture, fixtures and equipment and such storage facilities at the Venue for no fees and at no cost other than as expressly provided for in this Agreement.
- 4.2. Condition of Furniture, Fixtures and Equipment** – Prior to and after the Games Period, the Host Society and the Licensor shall assess the furniture, fixtures and equipment used at the Venue during the Games Period to establish an agreed upon inventory and record regarding the condition of such furniture, fixtures and equipment. The Host Society will be responsible for any loss or damage to such furniture, fixtures and equipment attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear, provided that any such loss or damage is identified by such inventory and record.

5. VENUE MODIFICATIONS AND FIT-OUT

- 5.1. Modifications** – The Host Society has the right to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*.
- 5.2. Venue Fit-Out Plan** - Subsequent to the execution of this Agreement, a fit-out plan (the "*Venue Fit-Out Plan*") shall be developed by the Host Society which shall describe in greater detail the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, including the Venue spaces, temporary structures and planned uses during the Games Period and the commissioning and decommissioning of those Venue spaces and temporary structures, and a traffic control plan. The *Venue Fit-Out Plan* shall be subject to the prior consent of the Licensor, which consent shall not be unreasonably withheld.
- 5.3. Modifications to Accommodate Accessibility** - The Licensor acknowledges that the Host Society is committed to the integration of physically-challenged athletes, volunteers and spectators into the Venue where appropriate. The Licensor shall permit the Host Society to undertake accessibility inspections of the Venue and to undertake such reasonable improvements, alterations, modifications, renovations and fit-out to the Venue to support such accessibility initiatives as

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described in the *Venue Fit-Out Plan*.

- 5.4. Return of Venue** – Excluding any permitted improvements, alterations, modifications or renovations which the Host Society and Licensor intend to be permanent and to remain part of the Venue as described in *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*, the Host Society shall return the Venue following the Games Period to the Licensor in the same condition as when it took possession, including reasonable wear and tear, as identified and agreed to by both Parties.

6. ENVIRONMENT

- 6.1. Smoke-Free Environment** - The Host Society and the Licensor shall adhere to a smoke-free environment at the Venue during the Games Period. Smoking areas at the Venue may be designated pursuant to applicable laws. In addition, the Licensor shall not sell, advertise, promote or exhibit tobacco products in any location at the Venue which is accessible to athletes at the Games.

7. PARKING

- 7.1 Security Controls and Signage Requirements** – During the Games Period, the Host Society shall have the right to erect and maintain, at its own cost, parking signage and security controls for those parking areas at the Venue described in *Schedule A – Venue Description*, *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*.

8. SIGNAGE

- 8.1. Venue Identification Signage** - The Host Society shall have the right to install at, on or in the Venue any signage identifying the Venue as a venue for the Games at its own cost.
- 8.2. Other Signage** - The Host Society shall also have the right to install at, on or in the Venue any interior or exterior signs, banners, posters, flags or displays (electronic or otherwise) for any pageantry, operational, way-finding, promotional, sponsorship, advertising or other purposes related to hosting the Games at its own cost.
- 8.3. Notice and Timing** - The *Venue Fit-Out Plan* developed by the Host Society shall generally describe the signage which the Host Society plans to install at, on or in the Venue, and the schedule for the installation of such signage in advance of the Games Period and the removal of such signage after the Games Period.

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- 8.4. Coverage of Existing Signage** - The Host Society shall have the right and sole discretion to identify any existing signage at, on or in the Venue that will be covered or removed during the Games Period. Provided the Host Society has given advance notice to the Licensor, the Host Society may cover or remove any such identified signage. The Host Society will ensure that all traffic and regulatory signage remains in place throughout the Games Period except when required when the Venue is actively in use for the Games.

9. TECHNOLOGICAL AND COMMUNICATION REQUIREMENTS

- 9.1. Technology Additions** - The Host Society may install at the Venue additional telephone, internet, computer or other technology or communications equipment or systems for its use during the Games Period at its own cost. The *Venue Fit-Out Plan* developed by the Host Society shall generally describe such technology additions and the schedule for their installation in advance of the Games Period and removal after the Games Period.

10. TICKETING AND OTHER REVENUE GENERATION

- 10.1 Revenue Generation** - Except as otherwise provided in this Agreement, the Host Society shall have the exclusive right to all commercial benefits of the Games in relation to its use of the Venue including, without limitation, the exclusive right:
- 10.1.1.** to sell tickets of admission to Games events via the Games ticketing platform(s) and to levy other charges on persons attending the Games if required;
 - 10.1.2.** to solicit the contribution or donation of funds, goods or services through sponsorship;
 - 10.1.3.** to license, manufacture and sell Games-related merchandise; and
 - 10.1.4.** to all gaming activities including 50/50 tickets, lottery tickets and casino gaming.

11. VENUE/SPORT LEGACY

- 11.1. Venue/Sport Legacy Agreement** – Subsequent to the execution of this Agreement, the Parties agree that they may enter into negotiations regarding a Venue/Sport Legacy Agreement in relation to the Venue. The Licensor agrees that it will undertake any such negotiations in good faith.

12. VENUE TEAM

- 12.1. Venue Team Lead** - The Licensor acknowledges that the Host Society shall designate a person to

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act as the lead (the "**Venue Team Lead**") for the Host Society team responsible for managing the operations at the Venue during the Games Period. Host Society volunteers and staff working at the Venue during the Games Period shall be responsible to and shall accept direction from the Venue Team Lead. During the Games Period, any Licensor concerns regarding operational matters are to be raised with and resolved by the Venue Team Lead. The Licensor may appoint a representative to the Host Society's Venue Team.

- 12.2. Venue Access** - The Licensor acknowledges that Venue access accreditations for the Games Period are provided on a strictly need-to access basis according to responsibilities, and shall provide the Host Society with a proposed plan for its staffing needs at the Venue during the Games Period together with sufficient information for the Host Society to process Venue access accreditations for such staff.

13. FOOD AND BEVERAGE SERVICES

- 13.1. Concession Sales** – The Licensor shall have the option to sell any and all food and beverage items in areas of the Venue accessible to the general public (the "**Concession Sales**") during the Games Period, provided that the Licensor can deliver the Concession Sales at a level of service acceptable to the Host Society. If the Licensor declines this option or is not able to meet the level of service required by the Host Society, in the sole opinion and absolute discretion of the Host Society, the Host Society may assume responsibility for the provision of Concession Sales at the Venue during the Games Period. All proceeds from the provision of Concession Sales will remain with the respective service provider unless otherwise provided herein.
- 13.2. Purchase of Product** - If the Licensor is responsible for the provision of Concession Sales during the Games Period, it shall purchase all necessary product inventory required for the provision of Concession Sales through any authorized supplier of the Host Society or the designated agent of any such authorized supplier. The Host Society shall provide the Licensor with a list of any such authorized suppliers. If the Host Society is responsible for the provision of Concession Sales during the Games Period, the Host Society will retain the right to purchase necessary product inventory from suppliers of its choice and will not be subject to any Licensor supplier agreements.
- 13.3. Catering** – The Host Society may provide any and all food and beverages to Host Society partners, staff, volunteers, athletes, officials, coaches, contractors or guests (the "**Catering Services**") at the Venue during the Games Period. The provision of any such Catering Services shall be subject to the consent of the Licensor, which consent shall not be unreasonably withheld. The Host Society shall

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have the option to enter into agreements independently of the Licensor for the purposes of providing any such Catering Services. The Host Society may also use vending machines to provide a portion of any such Catering Services.

14. INSURANCE

14.1. Licensor Insurance - The Licensor's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Licensor shall add the Host Society and its directors, officers, employees, agents, contractors and volunteers as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage includes a cross liability and severability of interest clause and that the Host Society and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Licensor would be liable if there had been only one insured. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available to the Host Society. The Licensor shall provide the Host Society with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Licensor's insurance coverage as required by this section must be approved in writing by the Host Society.

14.2. Host Society Insurance - The Host Society's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Host Society shall add the Licensor and its elected officials, directors, officers, and employees as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage includes a cross liability and severability of interest clause and that the Licensor and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Host Society would be liable if there

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had been only one insured. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available to the Licensor. The Host Society shall provide the Licensor with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Host Society's insurance coverage as required by this section must be approved in writing by the Licensor.

15. TERMINATION

- 15.1. Termination for Cause** - The Host Society shall have the right to immediately terminate this Agreement by written notice if:
- 15.1.1.** an effective resolution is passed for the winding up of the Licensor;
 - 15.1.2.** a petition is filed or an order is made for the winding up or liquidation of the Licensor and such petition or order is not diligently opposed by the Licensor;
 - 15.1.3.** the Licensor becomes insolvent or makes a bulk sale of its assets or a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act (Canada);
 - 15.1.4.** a bankruptcy petition is filed and presented and is not diligently opposed;
 - 15.1.5.** a custodian or receiver/manager or any other officer with similar powers is appointed in respect of the Licensor or its properties or any part thereof and the Licensor has not diligently moved to set such appointment aside;
 - 15.1.6.** any proceedings are commenced in respect of the Licensor under creditors arrangements legislation and are not diligently opposed by the Licensor;
 - 15.1.7.** a substantial change occurs in control or operating management of the Licensor which, in the sole opinion and absolute discretion of the Host Society, adversely affects the ability of the Licensor to perform its obligations under this Agreement or which is detrimental to the interests of the Host Society; or
 - 15.1.8.** the Licensor engages in conduct, which in the sole opinion and absolute discretion of the Host Society, reflects or could reflect unfavorably upon the name, reputation or image of the Host Society or the Games.
- 15.2. Termination for Convenience** - The Host Society may, without any penalty whatsoever, terminate this Agreement on thirty (30) days' written notice to the Licensor.
- 15.3. No Termination by Licensor** - The Licensor shall not terminate this Agreement for any reason. The Licensor agrees that in the event of any breach, in addition to other remedies available to the Host Society, at law or in equity, the Host Society shall be entitled as a matter of right to apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise

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that may be appropriate to ensure compliance with the provisions of this Agreement.

- 15.4. Cancellation** - In the event that the Games are not held for any reason, or the sport for which the Host Society is using the Venue is not included in the Games, the Parties shall not be obligated to any further performance of this Agreement and the rights granted and obligations imposed hereunder shall terminate upon written notice thereof from the Host Society. Specifically, no payments shall be required to be made hereunder on and after the date of such announcement.

16. CONFIDENTIALITY

- 16.1. Confidential Information** - Each Party (each, a “**Receiving Party**”) acknowledges that in the contemplation, negotiation and performance of this Agreement, such Receiving Party may gain, or may have gained, access to information that is confidential in nature regardless of whether it is identified as confidential (the “**Confidential Information**”) of the other Party (the “**Disclosing Party**”). The Receiving Party will keep Confidential Information of the Disclosing Party strictly confidential, and will only disclose and use such Confidential Information to the extent required to perform its obligations under this Agreement. The Receiving Party will cause those persons to whom it discloses Confidential Information to be bound by the confidentiality provisions hereof or substantially consistent provisions and will be responsible for any unauthorized disclosure by such persons. Notwithstanding the foregoing, the Receiving Party will not be liable for disclosure of Confidential information that:

- 16.1.1.** is or becomes part of the public domain without a breach of this Section by the Receiving Party;
- 16.1.2.** is received by the Receiving Party from a third party lawfully entitled to disclose such information at the time of disclosure;
- 16.1.3.** is independently developed by the Receiving Party without use of information disclosed by the Disclosing Party and can be proven as such by the Receiving Party; or
- 16.1.4.** is disclosed pursuant to an order of a governmental or regulatory authority of competent jurisdiction or as required by applicable law, provided that the Receiving Party gives the Disclosing Party prompt notice of such order, so that the Disclosing Party may contest such order.

17. INDEMNIFICATION

- 17.1. Indemnification by the Licensor** - The Licensor will indemnify and save the Host Society and its directors, employees, agents, volunteers and independent contractors (the “**Host Society Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to

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loss of life, personal injury or damage to property, that may be brought against or suffered by the Host Society Indemnified Persons or that they may sustain, pay or incur that are attributable to the willful misconduct or negligent actions or omissions of the Licensor in relation to this Agreement, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Host Society Indemnified Persons, or any breach of contract by the Host Society Indemnified Persons.

17.2. Indemnification by the Host Society - The Host Society will indemnify and save the Licensor and its directors, employees, agents and independent contractors (the “**Licensor Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to loss of life, personal injury or damage to property, that may be brought against or suffered by the Licensor Indemnified Persons or that they may sustain, pay or incur, that are attributable to the willful misconduct or negligent actions or omissions of the Host Society, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Licensor Indemnified Persons, or any breach of contract by the Licensor Indemnified Persons.

17.3. Limitation of Liability - Except for a breach of confidentiality obligations, instances of third-party loss of life or personal injury or for intellectual property infringement indemnification obligations, under no circumstances will either Party be liable to the other for any economic, commercial, special, consequential, incidental, exemplary or indirect damages, even if the other Party has been advised of the possibility of such damages. Further, under no circumstances will the Host Society be liable to the Licensor for any perceived or actual loss of revenue by the Licensor in relation to the Venue.

18. GENERAL

18.1. Term – The term of this Agreement shall commence on the Effective Date and shall expire and be terminated in accordance with the terms and conditions of this Agreement and ultimately on December 31, 2022.

18.2. 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

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such proceedings.

- 18.3. Force majeure** - No Party is responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is owing to fires, floods, severe snow storms, earthquakes, landslides, acts of war or terrorism, acts of God, strikes, lockouts, labour disputes, labour controversies, shortages of water or power, civil or military authority, pandemic, or by any other cause of any kind whatsoever beyond the control of the Parties.
- 18.4. Association** – The Parties acknowledge and agree that they are independent contractors with respect to all matters contemplated herein or otherwise and no partnership, agency, or employee relationship is intended or created by this Agreement.
- 18.5. Notices** - Any notice given hereunder will be deemed to have been duly and properly given if delivered personally, electronically or if mailed by prepaid registered post addressed below or at such other address as any such Party may from time to time designate by notice in writing to the other Party:

To the Licensor:

Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON, L0S 1E0
Attention: Vicky vanRavenswaay
(vanravenswaay@pelham.ca)

To the Host Society:

2021 Canada Games Host Society
25 Corporate Park Drive, Suite 302,
St. Catharines, ON L2S 3W2.
Attention: Peter Jones, Sr. Manager, Planning and Operations
(pjones@2022canadagames.ca)

- 18.6. Entire Agreement** - This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and will supersede any other oral or written agreements with respect to such subject matter. This Agreement may not be changed or modified except by an instrument in writing, duly executed by both the Host Society and the Licensor. No waiver of any provision hereunder will be considered effective or binding unless in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach

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waived.

- 18.7. Assignment** - This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Neither Party may assign its interest in this Agreement to any other person without the prior written consent of the other Party. For purposes of this subsection, a change of control will be deemed to be an assignment.
- 18.8. Severability** - If any provision of this Agreement is declared illegal, invalid, void or unenforceable by any judicial or administrative authority, that provision will be severed from this Agreement and the validity of the other provisions and of this Agreement will not be affected.
- 18.9. Further Acts** - Each of the Parties will do all such acts and things and execute and deliver all such instruments, writings and assurances as may be necessary to give full effect to this Agreement.
- 18.10. Survival** - The provisions of this Agreement which by their nature continue after the expiration or termination of this Agreement shall be and remain in force notwithstanding such expiration or other termination.
- 18.11. Schedules** - The following Schedules form part of this Agreement:
- *Schedule A - Venue Description*
 - *Schedule B - Venue Access*
 - *Schedule C - Venue Modifications*
 - *Schedule D - Costs*
 - *Schedule E - Permanent Upgrades*
- 18.12. Execution by Counterparts** - This Agreement may be executed in any number of counterparts or by fax or other electronic means, each of which will be deemed an original and all of which together will constitute one and the same contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the Effective Date.

2021 CANADA GAMES HOST SOCIETY

Per:

TOWN OF PELHAM

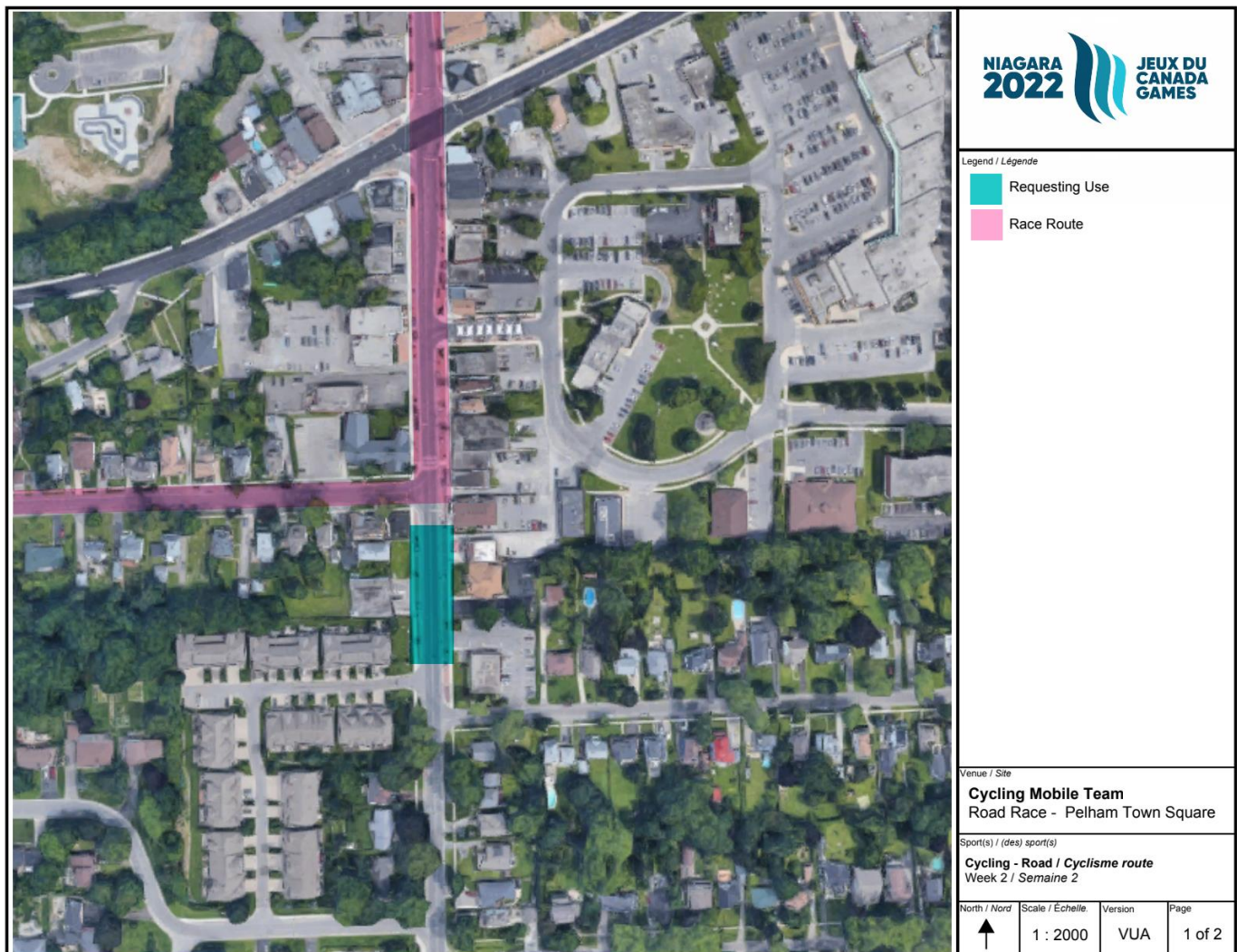
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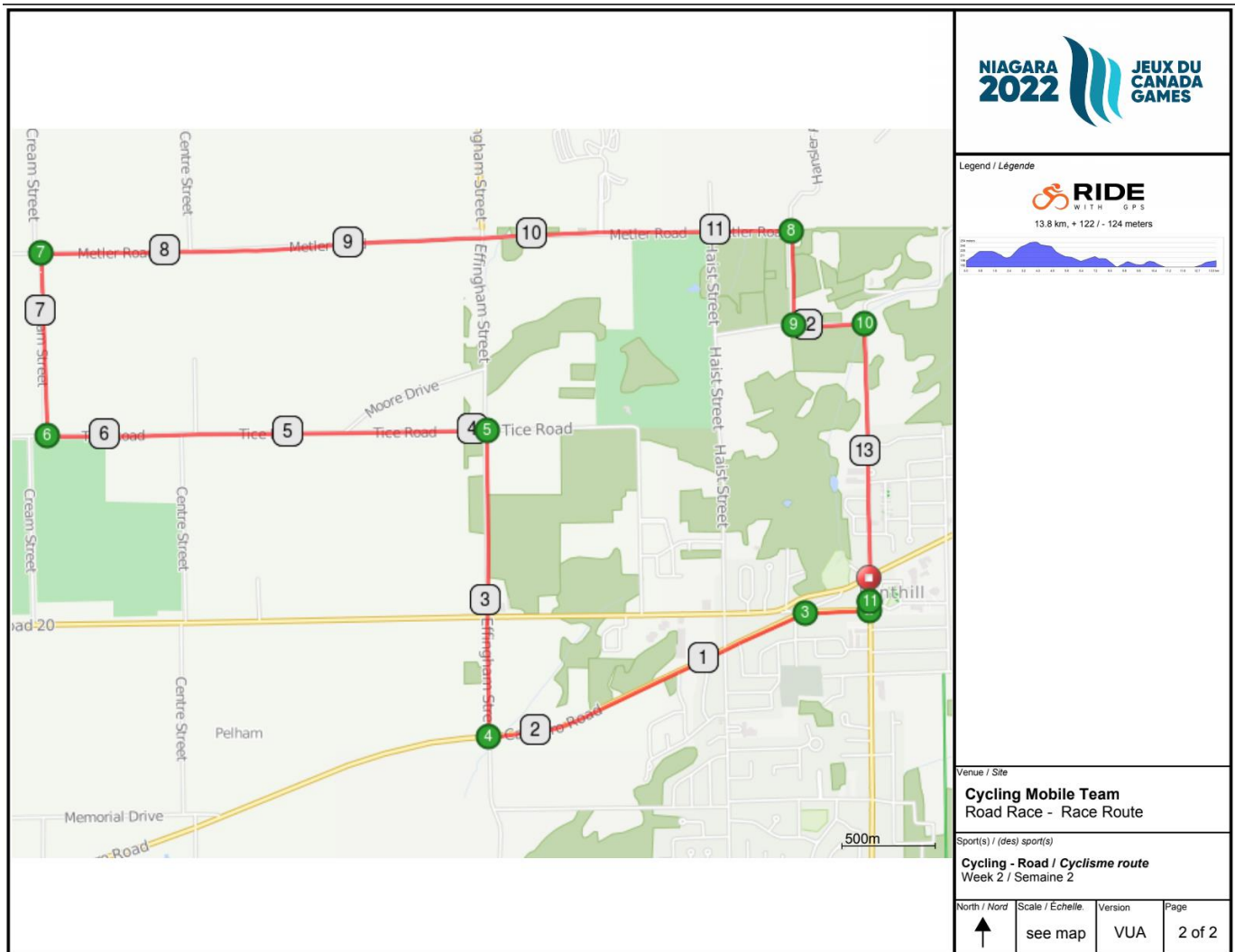
Schedule A – Venue Description

Town of Pelham and surrounding roads scheduled for Road Cycling

Space usage:

To include Volunteer and Officials parking, Athlete drop off areas and support vehicle staging in the vicinity of the start area.





Spaces and Services, to be assigned during the Venue Operational Planning Process:

To include sweeping of the course route prior to any official training or competition session.



Protocol

- Area for medal or other presentations
- Storage of medals
- VIP seating

Volunteers <ul style="list-style-type: none"> • Space for volunteer lounge • Space for volunteer check in
Sport Operations <ul style="list-style-type: none"> • Field of Play that meets Canada Games standards (provided below) • Back of house space for sport operations office • Access to space for athlete dressing rooms, lounges • Access to space for officials dressing rooms • Scoreboards • Space for results boards
Venue Operations <ul style="list-style-type: none"> • Space for venue operations centre • Accessible venue • Cleaning and waste removal
Venue Overlay <ul style="list-style-type: none"> • Space for temporary infrastructure, including tents, trailers, bleachers, portable washrooms, fencing and other utilities based on requirements • Venue diagrams/CADs • General furnitures, fixtures and equipment • Access to sound and PA systems where available
Signage, Pageantry and Fabrication <ul style="list-style-type: none"> • Ability to post signs, put up flags, banners etc • Beautification of flower beds and other space around Venue
Food Services <ul style="list-style-type: none"> • Ability to bring in food from outside vendors/centralized services, subject to the Licensor having first right of refusal • Space for participant feeding • Space for volunteer feeding
Security <ul style="list-style-type: none"> • Security office • Access control points

Medical <ul style="list-style-type: none"> • Medical office
Transportation <ul style="list-style-type: none"> • Parking for accredited Games family (no cost to accredited individuals) • Space for participant transport systems • Spectator parking (pay or free)
Logistics <ul style="list-style-type: none"> • Space for storage of equipment • Loading/unloading areas • Material handling equipment
Information Technology <ul style="list-style-type: none"> • Access to phone system • Access to internet • Access to network • Ability to bring in permanent or temporary network
Broadcast and Webcasting <ul style="list-style-type: none"> • Broadcast capabilities (space, power, towers etc)
Media Relations <ul style="list-style-type: none"> • Media seating • Media workspace
Marketing <ul style="list-style-type: none"> • Ability to place sponsor signage within venue • Removal or covering up of non-Canada Games sponsor signage • Space for sponsor activation
Merchandising <ul style="list-style-type: none"> • Space for merchandising store

Canada Games Standards

	Road Cycling Venue Requirements Canada Summer Games	
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These venue requirements are meant to be a guide specifically to Canada Games hosting requirements. For more detailed information on venue requirements for Cycling, please refer to:

1. Application to Host (Mountain Bike & Road). Available from the Cycling Canada website.

VENUE REQUIREMENTS

1 time trial course
1 road race course
1 criterium course

DIMENSIONS

Disciplines	Course length Min / max	Race distance / Time Women	Race distance / Time Men
Individual time trial	7.5 km – 20 km	15 km	20 km
Road race course	6 km – 12 km	80 km	120 km
Criterium	1 km – 3 km	25 km	40 km

COURSES

Time Trial Course


The course for time trials should be flat with minimal uphill or downhill sections. However, if there are hill sections, the gradient should be no greater than 5% over 500m. Time trial courses must be "out and back". That is, the route has to be covered in both directions with a dead turn at the far end or a full loop from start to finish. To make the distance, the course can be covered by a maximum of two "out and back" laps. The roads should be no less than 6.0m wide, with a finish area of 8.0m wide. The finish area should be straight and flat, or gently rising, 400m in length. The Start Ramp should be in accordance with UCI requirements.

Road Race Course

The road race may be over a course of varying characteristics. The road race course should be 6.0km-12.0km in circumference (optimum 10.0 km) with varying climbs, downhills (maximum gradient 10%) and flat sections.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

	<p>Road Cycling Venue Requirements Canada Summer Games</p>	
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Criterion Course

The criterium course should be a flat loop of 1km to 3km in distance (optimum one 1.5km loop). The course should favor a sprint finish. One pit lane of 100m x 4m deep must be placed in close proximity to the start/finish line for services by the team mechanics. Note: There should be a break in the barriers near the start/finish to allow the commissaire to pull riders that are being lapped and allow them to safely exit the course.

SURFACE

The surface for all courses should be smooth pavement, in good condition with no potholes.

SAFETY

If possible there should be total road closure for all events. If this is not possible, all on-coming traffic should be stopped by motorcycle police. All junctions should be closed and police controlled and overtaking traffic should be restricted by police. Police authorization is required for public road closure and police presence is required during the race. The average speed of the race is approximately 38 km/h - 42 km/h.

EQUIPMENT

Commissaire unit capable of supporting 6 persons to be located at all start-finish lines, 3ft from the ground and fully covered.

Barriers should be located on both sides of the road for the final 300.0 m and for 50.0 m beyond the finish line.

The start/finish areas of each event must be fenced according to UCI rules.

Banner at finish line (at least 8 m wide).

Flamme rouge (red flag) 1km from the finish line (at least 8 m wide)

Pylons, cones and straw bales.


Timing tent with power 10 x 15 feet at finish line.

Stop watches and timing equipment according to UCI requirements.

There should be a public address system and in addition walkie-talkie link between marshals.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

	<p>Road Cycling</p> <p>Venue Requirements</p> <p>Canada Summer Games</p>	
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There should be a one-way radio link to service vehicles, and a two way link to race control cars.

Race control equipment includes flags, bells, frame and athletic numbers and 10.0 km, 5.0 km, 3.0 km, 2.0 km, and 1.0 km, 500m, 250m, 100m and 50m to go signs, and directional course signage.

A scoreboard for posting results.

Ideally, there should be a team tent for each team.

ANCILLARY FACILITIES

111.0 m² of dressing space.

1 first aid/training room with medical control facilities.

Temporary or permanent building provided for race headquarters.

A timing tent with power 10 x 15 feet at the finish line is required (can be combined with the commissaire office).

Portable bathroom.

1 tent at each venue (road course, criterium course, time trial course) for the Team Mechanics (electricity & running water not necessary).

1 storage working area per team (for the Team Mechanic) with heavy security for bikes. This should be close to the *Athletes' Village*, and have electricity and running water.

SPECTATOR SEATING

Please note that spectator seating is not a CG core requirement when it comes to hosting and that it will be up to each host to determine how much seating is provided for spectators based on the venues that they have at their disposal.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

Schedule B – Venue Access

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

This Schedule describes the period that the Venue will be used for the Games, identifying what will be taking place on certain dates and who will be present on the Venue. This schedule will be updated and shared once the Niagara 2022 Sport Schedule is updated in early 2022.

Date	Activity	Niagara 2022 Presence
Once monthly between date of signing and August 2022 - COVID dependent	Venue Team Meetings	Up to 25 Niagara 2022 staff and Leadership Volunteers
2-3 weeks prior	Advanced Road Closure Notifications installed based on the Traffic Control Plan	Town of Pelham Public Works and Niagara 2022 Fit Out Staff, volunteers, contractors for signage
August 15, 2022	Commissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay
August 16, 2022	Load in	Niagara 2022 Staff and Leadership Volunteers
August 17, 2022	Familiarization - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants
August 18, 2022	Competition - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants, Spectators, VIPs, Media
August 19, 2022	Decommissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay

Schedule C – Venue Modifications

Temporary Modifications

Installation of signage, temporary tents, toilets, fencing, gantries and barricades as required and developed in the planning process leading up to the Games and captured in the Fit-Out Plan.

Schedule D – Costs

The Host Society will be responsible for the following costs:

- Overnight asset protection security

SCHEDULE E - Permanent Upgrades

The Licensor agrees to make upgrades to the Venue as identified below, and the Host Society agrees to contribute funds for such upgrades as identified below. Such contribution of funds by the Host Society shall be conditional upon their being an equal matching contribution by the Licensor. All such upgrades shall be completed by the Licensor prior to the Games and shall be subject to the reasonable satisfaction and approval of the Host Society.

Description of Upgrades

See included Memo: Schedule E - Appendix A

Recognition Signage

The Licensor agrees that it will install and maintain permanent signage at the Venue that recognizes the contribution made by the Host Society to the upgrades at the Venue. Such signage shall be subject to the reasonable approval of the Host Society.

Approval Process

Prior to commencing the installation or construction of the upgrades, the Licensor will provide the Host Society with a schedule for such work, as well as drawings of the following components of those upgrades so that the Host Society can confirm that they meet Games specifications:

The schedule for the installation or construction of the upgrades shall be subject to the reasonable approval of the Host Society.

Funds

The Host Society agrees to contribute 50% of the reasonable direct costs of the Licensor to install or construct such upgrades to the Venue, provided that the Host Society's contribution to such costs shall not exceed \$21,250(Cdn). Without limiting the generality of the foregoing, such direct costs shall not include any applicable taxes paid by the Licensor for such upgrades. Such funds will be provided to the Licensor within 30 days following receipt of acceptable invoices.

Schedule E - Appendix A

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022



Office of Public Works

Jason Marr, P.Eng
jmarr@pelham.ca
905-892-2607 x313

April 9th, 2021

Matt Hill
Senior Manager, Legacy & Infrastructure
Gestionnaire, Héritage et Infrastructure
Email | mhill@2022canadagames.ca
25 Corporate Park Drive; Suite 302; Box 10
St. Catharines, ON | L2S 3W2

RE: Infrastructure Funding Desire to Hard Surface a 1.6 km Section of the Steve Bauer Trail in support of the Cycling Race for the Canada Summer Games and the "13 for 13 Program / Event"

Please accept this letter as the Town of Pelham's official request and desire to undertake cycling improvements across the proposed 2022 course and pedestrian trails in the Town of Pelham in support of the Games. This request is being made to utilize the infrastructure funding that was previously allocated under the Canada Summer Games Venue Use Agreement.

As you are aware, a Memorandum of Understanding (MOU) between Niagara 2021 CanadaSummer Games Bid Committee and the Town of Pelham was executed in 2017, to commit to share equally in an investment of \$21,250 into capital expenditures for cycling equipment including race markers; start and finish line equipment; safety equipment; and a trailer to house the equipment.

Recent discussions between the Town and the Niagara 2022 Canada Summer Games Committee has confirmed that the project originally proposed will not be required as it was determined that the investment would not be used as originally envisioned.

In addition, since that time, especially in the midst of the COVID 19 pandemic, the Town of Pelham has experienced a significant increase in the number of pedestrians, both cyclists and walkers, using the trail systems within the Town. The Town's Active Transportation Master Plan indicates that the section of Steve Bauer Trail between the Pelham/Welland boundary and Port Robinson Road be hard surfaced in order to accommodate all active transportation users. This initiative was championed by the Town of Pelham's Active Transportation Committee (PATC) and has been endorsed and supported by Town Council.

The Town of Pelham will be prioritizing road surface rehabilitations and

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improvements on road segments on the proposed racecourse.

In addition, the project will include the hard surfacing (paving) of approximately 1.6 km of the existing trail network between the Welland/Pelham boundary at the south end online Avenue to Port Robinson Road to the north. This new community project will provide safe and efficient access for residents to the downtown business area of Fonthill to share in the events surrounding the "13 for 13 Program" and the road cycling races for the 2022 Canada Summer Games. In addition, this project will help support active transportation in the Town of Pelham, meet accessibility standards for all active transportation users and will leave behind a legacy project for the community to enjoy for years to come. (Please refer to the attached site plan showing the location of the proposed project).

This investment, along with the pedestrian trail improvements, will ensure a successful Canada 2022 Games event.

The Town of Pelham Council approved \$1.3M for the funding of the above project. Recognizing that the 2017 Memorandum of Understanding committed \$21,250 of funding, the Town respectfully requests that the 2022's Infrastructure Committee consider using this funding towards this project. This project will support a memorable and successful event and will leave a piece of infrastructure for the Town of Pelham Community to enjoy as a legacy project from the Niagara 2022 Canada Summer Games.

If you have any other questions please do not hesitate to contact me at your convenience.

Sincerely,

Jason Marr, P. Eng.
Director of Public Works

Attach. - Site Plan

CC: David Cribbs, CAO
Teresa Quinlin, Treasurer and Director of Corporate Services
Nancy Bozzato, Town Clerk

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #4415(2022)

**Being a by-law to adopt, ratify and confirm the actions of
the Council at its regular meeting held on the 10th day of
January 2022.**

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 10th day of January, 2022, 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 10th DAY OF JANUARY 2022.

MAYOR MARVIN JUNKIN

TOWN CLERK HOLLY WILLFORD