

REGULAR COUNCIL AGENDA

C-22/2022

Monday, December 19, 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 30 Year Service Bar Presentation to Fire Chief Robert Lymburner

Mayor Junkin to present award on behalf of the Office of the Fire Marshall and Emergency Management

4.2 Delegations

4.3 Report of Regional Councillor

5. Election of Deputy Mayor - 2 Year Term

5.1 Call for Nominations

Called by the Town Clerk

5.2 Nominees Acceptance / Refusal of Nomination

5.3 Nominees Speech - 2 Minutes

5.4 Vote by Secret Ballot

5.5 Recess for Town Clerk and Deputy Clerk to Tally Votes

Nominees may verbally appoint one (1) scrutineer to oversee the tally

5.6 Appointment of Deputy Mayor by Resolution

6. Adoption of Minutes

6.1 SC-12-2022 - Special Meeting of Council - November 30, 2022 7 - 10

6.2 C-21/2022 - Regular Council Meeting - December 5, 2022 11 - 27

7. Business Arising from Council Minutes

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

9. Consent Agenda Items to be Considered in Block

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

9.2 Minutes Approval - Committee

9.3 Staff Reports of a Routine Nature for Information or Action

9.3.1 Non-Union Compensation Policy Update, 2022-0257- Chief Administrator Officer 28 - 34

9.3.2 September 2022 Financial Report, 2022-0290- Corporate Services 35 - 52

9.4 Action Correspondence of a Routine Nature

9.5 Information Correspondence Items

9.5.1 Correspondence re: 1145 Pelham Street Development Application

9.5.1.1 Paul Watson Comments 53 - 53

9.5.1.2 Greg Lipinski Comments 54 - 54

9.5.1.3 Massimo Citrigno Comments 55 - 55

9.5.1.4 Tom and Linda Duliban Comments 56 - 56

9.5.1.5 Ryan Bissonnette Comments 57 - 57

9.5.1.6 Gail Belchior Comments 58 - 62

9.5.1.7 Ronda Ireland Comments 63 - 64

9.5.2 Niagara Peninsula Conservation Authority - Board of Directors' Meeting Highlights, November 2022 65 - 66

9.5.3 Correspondence from Dolores Fabiano, Executive Director re: Welland/ Pelham Chamber of Commerce Board Appointment 67 - 67

9.6 Regional Municipality of Niagara - Action Items

9.7 Committee Minutes for Information

10. Items for Separate Consideration, if Any

11. Presentation & Consideration of Reports

11.1 Reports from Members of Council:

11.1.1 Councillor Olson - Update Regional Transit Committee

11.2 Staff Reports Requiring Action

11.2.1 Amendment to Procedural By-Law to Permit Continued Electronic Participation in Meetings until March 31, 2023, 2022-0283-Clerks 68 - 73

11.2.2 City of St Catharines Dispatch Agreement 2023 , 2022-0285-Fire Dept 74 - 86

11.2.3 Reserve for Volunteer Fire Fighter's Life Insurance, 2022-0288-Corporate Services 87 - 89

11.2.4 Recommendation for Zoning By-law Amendment - 1145 Pelham Street, 2022-0287-Planning 90 - 128

12. Unfinished Business

13. New Business

14. Presentation and Consideration of By-Laws 129 - 284

1. 4507(2022) - Being a By-law to govern the proceedings of the Town of Pelham Council, its Committees, the conduct of its Members and the calling of Meetings and to repeal and replace By-Law No. 4107(2019), as amended. (First and Second Reading)

2. 4504(2022) - Being a by-law to amend By-law No. 3728(2016) to establish 2023 Fees and Charges to be collected by the Corporation of the Town of Pelham; AND to Repeal By-law No. 4411(2022), as amended.

2. 4505(2022) - Being a By-law to amend By-law No. #4107(2019), as amended by By-laws 4296(2020), 4362(2021) and 4422(2022), being by-laws to govern the proceedings of the Town of Pelham Council, its Committees, the conduct of its members and the calling of meetings, to provide for Electronic Meeting Participation for the Council of the Town of Pelham, the Committee of Adjustment and Advisory Committees.

4. 4506(2022) - Being a By-law to amend By-law 4313(2021) to establish a reserve fund for Volunteer Fire Fighters' life insurance.

5. 4508(2022) - Being a By-law to authorize the execution of a subdivision agreement with Mountainview Homes (Niagara) Ltd. and the Corporation of the Town of Pelham – Park Place South Subdivision. Mountainview Homes (Niagara) Ltd. and the Corporation of the Town of Pelham. File No. 26T19-02-2020.

6. 4509(2022) - Being a By-law to authorize the Mayor and Clerk to execute the Computer-Aided Fire Dispatch Agreement with the City of St. Catharines; And to repeal and replace By-law No. 3930(2017) and 4084(2019).

15. Motions and Notices of Motion

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

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

18. Resolution to Move in Camera

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

(b) - personal matters about an identifiable individual, including municipal employees and (d) - labour relations or employee negotiations- 2 items (Consideration of Appointments to Statutory Advisory Committees and External Boards)

19. Rise From In Camera

- 20. Appointments to Statutory Advisory Committees and External Boards
- 21. Confirming By-Law 285 - 285
- 22. Adjournment

SPECIAL COUNCIL MINUTES

Meeting #: SC-11-2022 - Special Council - Orientation – Day 4
Date: Wednesday, November 30, 2022, 5:00 pm
Location: Meridian Community Centre Kinsmen Community
Room C
100 Meridian Way
Fonthill, ON
L0S 1E6

Members Present Marvin Junkin
Bob Hildebrandt
Wayne Olson (Part Time)
John Wink
Kevin Ker
Shellee Niznik
Brian Eckhardt

Staff Present David Cribbs
Bob Lymburner (Part Time)
Jason Marr (Part Time)
Ryan Cook (Part Time)
Dave Vaccaro (Part Time)
Leah Letford (Part Time)
Holly Willford

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 5:03pm.

1.1 Land Recognition Statement

Mr. David Cribbs, Chief Administrative Officer, read the land acknowledgement into the record.

2. Approval of the Agenda

Moved By John Wink

Seconded By Shellee Niznik

BE IT RESOLVED THAT the agenda for the November 30, 2022 Special Meeting of Council be adopted as circulated.

	For	Against
Marvin Junkin	X	
Bob Hildebrandt	X	
John Wink	X	
Kevin Ker	X	

Shellee Niznik	X	
Brian Eckhardt	X	
Results	6	0

Carried (6 to 0)

3. Disclosure of Pecuniary Interest and General Nature Thereof

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

4. Resolution to Move in Camera

Moved By Kevin Ker
Seconded By Brian Eckhardt

BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider the following pursuant to Section 239(3) of the Municipal Act:

Section 239(3.1) - Educational or training sessions (1 item - Council Orientation)

	For	Against
Marvin Junkin	X	
Bob Hildebrandt	X	
John Wink	X	
Kevin Ker	X	
Shellee Niznik	X	
Brian Eckhardt	X	
Results	6	0

Carried (6 to 0)

5. Rise From In Camera

Moved By Wayne Olson
Seconded By Bob Hildebrandt

BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise: With No Report.

	For	Against
Marvin Junkin	X	
Bob Hildebrandt	X	
Wayne Olson	X	
John Wink	X	
Kevin Ker	X	

Shellee Niznik	X	
Brian Eckhardt	X	
Results	7	0
Carried (7 to 0)		

6. Confirming By-law

Moved By John Wink

Seconded By Kevin Ker

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

Being a By-law No. 4452(2022) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 30th day of November, 2022.

	For	Against
Marvin Junkin	X	
Bob Hildebrandt	X	
Wayne Olson	X	
John Wink	X	
Kevin Ker	X	
Shellee Niznik	X	
Brian Eckhardt	X	
Results	7	0
Carried (7 to 0)		

7. Adjournment

The meeting was adjourned at 8:45 p.m

Moved By Shellee Niznik

Seconded By Brian Eckhardt

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

	For	Against
Marvin Junkin	X	
Bob Hildebrandt	X	
Wayne Olson	X	
John Wink	X	
Kevin Ker	X	

Shellee Niznik	X	
Brian Eckhardt	X	
Results	7	0
		Carried (7 to 0)

Mayor Marvin Junkin

Town Clerk, Holly Willford

REGULAR COUNCIL MINUTES

Meeting #: C-21/2022
Date: Monday, December 5, 2022
Time: 5:30 PM
Location: Town of Pelham Municipal Office - Council
Chambers
20 Pelham Town Square, Fonthill

Members Present: Mayor Marvin Junkin
Councillor Bob Hildebrandt
Councillor Wayne Olson
Councillor John Wink
Councillor Kevin Ker
Councillor Shellee Niznik
Councillor Brian Eckhardt

Staff Present: David Cribbs
Jason Marr
Teresa Quinlin-Murphy
Vickie vanRavenswaay
Barbara Wiens
Holly Willford
Sarah Leach, Deputy Clerk
Brianna Langohr (part time)
Ryan Cook

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 acknowledgement into the record.

2. Approval of Agenda

Moved By Councillor Wayne Olson

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT the agenda for the December 5, 2022 Regular meeting of Council be adopted, as circulated.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

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 Presentations

4.1.1 2022 Town of Pelham Holiday Cards

Mr. Ryan Cook, Manager of Public Works, presented to Council the 2022 winners of the Town of Pelham's Holiday Cards.

Moved By Councillor Brian Eckhardt

Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive the 2022 Town of Pelham Holiday Card presentation from Ryan Cook.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

4.2 Delegations

4.3 Report of Regional Councillor

5. Adoption of Minutes

Moved By Councillor Kevin Ker

Seconded By Councillor Shellee Niznik

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

- 1. RC-19-2022 - November 7, 2022 - Regular Council**
- 2. RC-20-2022 - November 21, 2022 - Inaugural Meeting - Regular Council**
- 3. SC-09-2022 - November 23, 2022 - Special Meeting of Council**
- 4. SC-10-2022 - November 25, 2022 - Special Meeting of Council**
- 5. SC-11-2022 - November 26, 2022 - Special Meeting of Council**

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

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

Councillor Wink lifted items 8.4.1 and 8.4.2

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

Moved By Councillor Shellee Niznik

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT the Consent Agenda items as listed on the December 5, 2022 Council Agenda be received and the recommendations contained therein be approved, save and except items 8.4.1 and 8.4.2:

8. Consent Agenda Items to be Considered in Block

8.3 Staff Reports of a Routine Nature for Information or Action

8.3.1 Lame Duck Accounting , 2022-0270-Clerks

BE IT RESOLVED THAT Council receive Report #2022-0270-Clerks Lame Duck Accounting for information.

8.3.2 HR Policy Updates, 2022-0256-Chief Administrator Officer

BE IT RESOLVED THAT Council receive Report #2022-0256 Human Resources Policy Updates, for information;

AND THAT Council repeal the Respectful Workplace Policy S101-03;

AND THAT Council approve the Workplace Violence, Harassment, and Discrimination Policy S101-16 and the Employee Code of Conduct Policy S600-03, as amended.

8.3.3 Tangible Capital Asset Policy Revised, 2022-0207-Corporate Services

BE IT RESOLVED THAT Council receive Report # 2022-0207-Corporate Services Tangible Capital Asset Policy Update, for information;

AND THAT Council approve revised Policy # S400-10 Tangible Capital Asset immediately.

8.3.4 Town Hall Building Addition December Update, 2022-0271-Public Works

BE IT RESOLVED THAT Council receive Report #2022-0271-Public Works – Town Hall Building Addition December Update, for information.

8.3.5 Update on the Sulphur Springs Drive Emergency Road Rehabilitation Project, 2022-0276-Public Works

BE IT RESOLVED THAT Council receive Report #2022-0276 Update on the Sulphur Springs Drive Emergency Road Rehabilitation Project, for information.

8.3.6 2022 Tree Maintenance Summary Report, 2022-0272- Public Works

BE IT RESOLVED THAT Council receive Report #2022-0272 – 2022 Tree Maintenance Program and July 20, 2022 Storm Summary report for information.

8.4 Action Correspondence of a Routine Nature

~~8.4.1 Call for Nominations: 2023–2027 Rural Ontario Municipal Board ("ROMA") of Directors~~

~~**BE IT RESOLVED THAT Council receive the Call for Nominations: 2023–2027 Rural Ontario Municipal Association ("ROMA") Board of Directors;**~~

~~**AND THAT Council for the Town of Pelham hereby support Councillor _____ nomination to serve on the ROMA Board of Directors. (Lifted)**~~

~~8.4.2 Nominee for Appointment to the Niagara Transit Commission Board: Niagara Region~~

~~**BE IT RESOLVED THAT Council receive correspondence from the Niagara Region CLK-C 2022–144 Appointments to Niagara Transit Commission Board;**~~

~~**AND FURTHER BE IT RESOLVED that Council recommend Councillor Olson to continue representing the Town of Pelham on the Niagara Transit Commission Board. (Lifted)**~~

8.4.3 Correspondence from Brian Walker re: NPEI and PWPI Board Appointment

BE IT RESOLVED THAT Council receive correspondence from Brian Walker re: NPEI and PWPI Board Appointment, for information;

AND THAT Council direct staff to proceed with advertising for the open positions;

AND THAT Council direct staff to return with applications for Council consideration on December 19, 2022.

8.5 Information Correspondence Items

8.5.1 Niagara Region Correspondence

8.5.1.1 Notice of Decision - New Official Plan

BE IT RESOLVED THAT Council receive correspondence from Niagara Region regarding a Decision with respect to the New Regional Municipality of Niagara Official Plan, for information.

8.5.1.2 Motion Respecting Active Transportation and Migrant Workers

BE IT RESOLVED THAT Council receive correspondence dated November 11, 2022 from Niagara Region regarding Motion

Respecting Active Transportation and Migrant Workers, for information.

8.5.1.3 2023 Budget and Requisition - Niagara Transit Commission

BE IT RESOLVED THAT Council receive correspondence dated November 11, 2022 from Niagara Region regarding 2023 Budget and Requisition - Niagara Transit Commission, for information.

8.5.2 Royal Canadian Legion Branch 613 Talbot Trail - Poppy Campaign

BE IT RESOLVED THAT Council receive correspondence dated November 14, 2022 from Royal Canadian Legion Branch 613 Talbot Trail regarding its 2022 Poppy Campaign, for information.

8.5.3 Correspondence from William Reilly re: NPEI 2023 Board of Directors Appointments

BE IT RESOLVED THAT Council receive correspondence dated November 24, 2022 from William Reilly, regarding Niagara Peninsula Energy Inc.'s 2023 Board of Directors Appointments, for information.

8.7 Committee Minutes for Information

8.7.1 Committee of Adjustment

BE IT RESOLVED THAT Council receive meeting minutes dated July 5, 2022 from the Committee of Adjustment, for information.

8.7.2 Lincoln Pelham Union Public Library Board

BE IT RESOLVED THAT Council receive meeting minutes dated October 18, 2022 from the Lincoln Pelham Union Public Library Board, for information.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

9. Items for Separate Consideration, if Any

9.1 Call for Nominations: 2023 - 2027 Rural Ontario Municipal Board ("ROMA") of Directors

Moved By Councillor Shellee Niznik

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT Council receive the Call for Nominations: 2023-2027 Rural Ontario Municipal Association ("ROMA") Board of Directors;

AND THAT Council for the Town of Pelham hereby support Councillor _____ nomination to serve on the ROMA Board of Directors.

Amendment:

Moved By Councillor John Wink

Seconded By Councillor Bob Hildebrandt

THAT the motion be amended to insert Councillor Olson in the second paragraph of the motion.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Motion as Amended:

Moved By Councillor John Wink

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT Council receive the Call for Nominations: 2023-2027 Rural Ontario Municipal Association ("ROMA") Board of Directors;

AND THAT Council for the Town of Pelham hereby support Councillor Olson nomination to serve on the ROMA Board of Directors.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

9.2 Nominee for Appointment to the Niagara Transit Commission Board: Niagara Region

Moved By Councillor Shellee Niznik

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT Council receive correspondence from the Niagara Region CLK-C 2022- 144 Appointments to Niagara Transit Commission Board;

AND FURTHER BE IT RESOLVED that Council recommend Councillor Olson to continue representing the Town of Pelham on the Niagara Transit Commission Board.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

10. Presentation & Consideration of Reports

10.1 Reports from Members of Council:

10.2 Staff Reports Requiring Action

10.2.1 Town of Pelham Selection Process for Deputy Mayor, 2022-0274-Clerks

Moved By Councillor Kevin Ker

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT Council receive Report #2022-0274 Town of Pelham Selection Process for Deputy Mayor, for information;

AND THAT Council direct staff to proceed with option _____ to select a Deputy Mayor for the Town of Pelham.

AND THAT Council direct the Clerk to bring the matter of Deputy Mayor selection to the next regular meeting of Council, being December 19th, 2022.

Amendment:

Moved By Councillor John Wink

Seconded By Councillor Brian Eckhardt

THAT the motion be amended to insert No. 3 (2 years) in the second paragraph of the motion.

For (6): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, and Councillor Brian Eckhardt

Against (1): Councillor Shellee Niznik

Carried (6 to 1)

Motion as Amended:

Moved By Councillor John Wink

Seconded By Councillor Brian Eckhardt

BE IT RESOLVED THAT Council receive Report #2022-0274 Town of Pelham Selection Process for Deputy Mayor, for information;

AND THAT Council direct staff to proceed with option 3 (2 years) to select a Deputy Mayor for the Town of Pelham.

AND THAT Council direct the Clerk to bring the matter of Deputy Mayor selection to the next regular meeting of Council, being December 19th, 2022.

For (6): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, and Councillor Brian Eckhardt

Against (1): Councillor Shellee Niznik

Carried (6 to 1)

10.2.2 Proposed January 2023 Council Meeting Schedule, 2022-0273-Clerks

Moved By Councillor Wayne Olson

Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive Report #2022-0273 – Clerks - Proposed January 2023 Council Meeting Schedule;

AND THAT the appended January 2023 Council Meeting Schedule be approved;

AND THAT the Clerk be directed to present the full 2023 Council Meeting Schedule following disposition of the proposed Procedural By-law.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

10.2.3 2022-2026 Committee Recommendation Report, 2022-0277-Clerks

Moved By Councillor Shellee Niznik

Seconded By Councillor Brian Eckhardt

BE IT RESOLVED THAT Council receive Report #2022-0277 Clerks – 2022-2026 Committee Recommendation Report, for information;

AND THAT Council for the Town of Pelham confirm and establish the following Committees:

- Statutory Committees, being:
 1. Committee of Adjustment;
 2. Joint Accessibility Advisory Committee (JAAC);
 3. Lincoln Pelham Library Union Board; and

4. Livestock Valuer and Poundkeeper.
- Advisory Committees, being:
 1. Pelham Finance and Audit Committee;
 2. Pelham Seniors Advisory Committee;
 3. Pelham Active Transportation Committee; and
 4. Pelham Culture Advisory Committee (formerly known as the Pelham Art Committee).

AND THAT Council shall appoint a Member of Council to each Advisory Committee for a two (2) year period;

AND THAT Council direct the Clerk to bring the matter of Council appointments back to Council in January 2025 to appoint a Member of Council to each Advisory Committee for a subsequent two (2) year period;

AND THAT Council direct staff to create and establish Working Groups, as the lead director and Chief Administrative Officer deem appropriate;

AND THAT Council direct staff to seek applications from interested citizens for the Committees referenced above for appointment in January, 2023, with applications considered in closed session with appointments to occur in open session.

Amendment:

Moved By Councillor Wayne Olson

Seconded By Councillor Kevin Ker

THAT the motion be amended to include:

- **AND THAT Council direct staff to draft and present terms of reference for an Agricultural Advisory Committee for Council consideration.**

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Amendment:

Moved By Councillor Bob Hildebrandt

Seconded By Councillor John Wink

THAT the motion be amended to include:

- **AND THAT Council direct staff to establish a Utility Sustainability Working Group**

For (6): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Against (1): Councillor Wayne Olson

Carried (6 to 1)

Motion as Amended:

Moved By Councillor Shellee Niznik

Seconded By Councillor Brian Eckhardt

BE IT RESOLVED THAT Council receive Report #2022-0277 Clerks – 2022-2026 Committee Recommendation Report, for information;

AND THAT Council for the Town of Pelham confirm and establish the following Committees:

- **Statutory Committees, being:**
 1. **Committee of Adjustment;**
 2. **Joint Accessibility Advisory Committee (JAAC);**
 3. **Lincoln Pelham Library Union Board; and**
 4. **Livestock Valuer and Poundkeeper.**
- **Advisory Committees, being:**
 1. **Pelham Finance and Audit Committee;**
 2. **Pelham Seniors Advisory Committee;**
 3. **Pelham Active Transportation Committee; and**
 4. **AND THAT Council direct staff to draft and present terms of reference for an Agricultural Advisory Committee for Council consideration.**
 5. **AND THAT Council direct staff to establish a Utility Sustainability Working Group**
 6. **Pelham Culture Advisory Committee (formerly known as the Pelham Art Committee).**

AND THAT Council shall appoint a Member of Council to each Advisory Committee for a two (2) year period;

AND THAT Council direct the Clerk to bring the matter of Council appointments back to Council in

January 2025 to appoint a Member of Council to each Advisory Committee for a subsequent two (2) year period;

AND THAT Council direct staff to create and establish Working Groups, as the lead director and Chief Administrative Officer deem appropriate;

AND THAT Council direct staff to seek applications from interested citizens for the Committees referenced above for appointment in January, 2023, with applications considered in closed session with appointments to occur in open session.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

10.2.4 2022 Procedural By-Law Update , 2022-0275- Clerks

Councillor Ker requested a personal point of privilege. The Mayor called a 5 minute recess.

Moved By Councillor John Wink

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT Council receive Report #2022-0275 – Clerks – 2022 Procedural By-Law Update, for information;

AND THAT Council approve, in principle, the updated procedural by-law as presented;

AND THAT Council direct the proposed by-law be presented to Council for First and Second Reading at their next regular meeting;

AND THAT the Clerk be directed to provide notice in accordance with the Town's Notice Policy prior to presentation of the By-law for Third Reading and Adoption.

Amendment:

Moved By Councillor Wayne Olson

Seconded By Councillor Shellee Niznik

THAT Council direct staff to strike "Tuesday" and insert "Wednesday" as the date for regular meetings of Council;

AND THAT Council direct staff to strike "5:30pm" as

a meeting time for regular meetings of Council and insert "9:00am".

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Moved By Councillor John Wink

Seconded By Councillor Wayne Olson

THAT Council direct staff to strike "9:30pm" and insert "1:00pm", being a 4 hours meeting curfew with a provision stipulating the meeting cannot be extended past 30 minutes, being 1:30pm.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Amendment:

Moved By Councillor Kevin Ker

Seconded By Councillor John Wink

THAT Council amend the Council release day for Council Agendas to insert the following: Thursday by 4:30pm prior to the meeting for Council release and Friday prior to the meeting at 1:00pm for public release.

For (6): Mayor Marvin Junkin, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Against (1): Councillor Bob Hildebrandt

Carried (6 to 1)

Amendment:

Moved By Councillor Brian Eckhardt

Seconded By Councillor Shellee Niznik

THAT Council direct staff to strike the "maximum of 10 minutes" time limit for each delegate and insert "maximum of 5 minute" time limit for each delegate.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Moved By Councillor Bob Hildebrandt

Seconded By Councillor Kevin Ker

THAT Council direct staff to investigate electronic voting via eSCRIBE;

AND THAT Council direct staff to report back to Council in Q2 of 2023.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Moved By Councillor John Wink

Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT Council receive Report #2022-0275 – Clerks – 2022 Procedural By-Law Update, for information;

AND THAT Council approve, in principle, the updated procedural by-law as amended;

AND THAT Council direct the proposed by-law, as amended, be presented to Council for First and Second Reading at their next regular meeting;

AND THAT the Clerk be directed to provide notice in accordance with the Town's Notice Policy prior to presentation of the By-law for Third Reading and Adoption.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

10.2.5 2023 User Fees and Charges, 2022-0280-Corporate Services

Councillor Olson put forth a motion regarding removing filing fees for filing an Integrity Commissioner Complaint

and requesting a staff report back to Council. Councillor Olson did not receive a seconder.

Moved By Councillor Shellee Niznik

Seconded By Councillor Kevin Ker

BE IT RESOLVED THAT Council receive Report # 2022-0280-Corporate Services – 2023 User Fees and Charges, for information;

AND THAT Council approve, in principle, the proposed 2023 User Fees and Charges;

AND THAT Council direct staff to prepare the necessary By-law for Council's consideration at the next regular meeting, being December 19, 2022.

Moved By Councillor Shellee Niznik

Seconded By Councillor John Wink

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

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

AND THAT the remainder of the business listed on the agenda for this meeting continue to be considered until all matter have been concluded, or until a set time of 9:30 p.m., whichever occurs first.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Moved By Councillor John Wink

Seconded By Councillor Kevin Ker

BE IT RESOLVED THAT Council direct staff to report back to Council by end of January 2023 with respect to Integrity Commissioner filing fees.

For (6): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Against (1): Councillor Wayne Olson

Carried (6 to 1)

BE IT RESOLVED THAT Council receive Report # 2022-0280-Corporate Services – 2023 User Fees and Charges, for information;

AND THAT Council approve, in principle, the proposed 2023 User Fees and Charges;

AND THAT Council direct staff to prepare the necessary By-law for Council's consideration at the next regular meeting, being December 19, 2022.

For (6): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Against (1): Councillor Wayne Olson

Carried (6 to 1)

10.2.6 New Fonthill Library Costing Update, 2022-0281-Corporate Services

Councillor Ker requested a point of personal privilege. The Mayor called a 3 minute recess.

Moved By Councillor Kevin Ker

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT Council receive Report # 2022-0281-Corporate Services – New Fonthill Library Costing Update;

AND THAT Council receive the updated costing information for the proposed new library;

AND THAT Council defer the new library project until potential Provincial funding options (if any) are explored;

AND THAT Council direct staff report back with updated estimates on renovating the existing Fonthill library.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

10.2.7 Execution of Subdivision Agreement for Park Place South (File No. 26T19-02-2020), 2022-0279-Planning

Moved By Councillor Wayne Olson

Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive Report #2022-278 – Execution of Subdivision Agreement for Park Place South (File No. 26T-02-2020), for information;

AND THAT Council direct staff to prepare the By-law to authorize execution of the Subdivision Agreement for final approval of the Park Place South Subdivision.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

- 11. Unfinished Business**
- 12. New Business**
- 13. Presentation and Consideration of By-Laws**
- 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**

Moved By Councillor Brian Eckhardt

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. 4453(2022) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 05th day of December, 2022.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

20. Adjournment

The meeting was adjourned at 9:24pm.

Moved By Councillor John Wink
Seconded By Councillor Kevin Ker

BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for December 19, 2022 at 5:30 pm.

For (7): Mayor Marvin Junkin, Councillor Bob Hildebrandt, Councillor Wayne Olson, Councillor John Wink, Councillor Kevin Ker, Councillor Shellee Niznik, and Councillor Brian Eckhardt

Carried (7 to 0)

Mayor: Marvin Junkin

Town Clerk: Holly Willford

Subject: Non-Union Compensation Policy Update

Recommendation:

BE IT RESOLVED THAT Council receive Report #2022-0257, Non-Union Compensation Policy Update for information;

AND THAT Council approve the Non-Union Compensation Policy S600-30, as amended.

Background:

In 2021 Council adopted a new compensation model for non-union staff, establishing a five step grid targeting the 55th percentile of the comparator group. Additionally, the Town and CUPE Local 1287 finalized the terms around job evaluation and compensation for the unionized staff. The non-union group is in need of a similar documented process for its compensation program.

Analysis:

The proposed amendments to Policy S600-30 are included in Appendix "A," and changes are highlighted. Along with the rules around acting pay, the updated policy now explains how jobs are evaluated and addresses job transfers, demotions and promotions, salary compression, red-circling, increases while on a leave of absence, and a step movement cut-off date for those hired midway through the year. Further, it includes the municipalities used for the 2021 compensation review, establishing a set municipal comparator group which is important to ensure future reviews remain consistent. It also now states that market reviews will be conducted every four years to ensure the pay philosophy approved by Council is maintained.

Financial Considerations:

There will be no changes to the current compensation model and implementing these policy changes will cost the Town zero dollars.

Alternatives Reviewed:

The Town should have a policy in place with clear rules around compensation for the non-unionized staff. This updated policy will provide staff with clarity on the

new process and ensure practices remain consistent and fair. As such, opting not to implement these proposed policy amendments is not recommended.

Strategic Plan Relationship: Strong Organization

Implementing this policy as a follow up to the new wage structure is in line with Council's strategic goal of building a strong organization. The proposed policy establishes a consistent compensation program that ensures both internal and external wage equity amongst the non-union group.

Consultation:

Policies from the City of Port Colborne and the City of Kawartha Lakes were referenced.

Other Pertinent Reports/Attachments:

Appendix "A" – Updated Non-Union Compensation Policy

Prepared and Submitted by:

Brianna Langohr, CHRL
Human Resources/Health and Safety Coordinator

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



Policy Name: Non-Union Compensation Policy	Policy No: S600-30
Committee approval date:	June 1, 2015
Council approval date:	June 1, 2015
Revision date(s):	June 29, 2021
Department/Division:	Human Resources

1. Purpose

This policy provides for a salary administration program for all non-union employees. It is intended to attract, retain, motivate, and reward qualified employees by establishing and maintaining a competitive compensation program while remaining cognizant of the Town's fiscal responsibility to its residents.

2. Policy Statement

The Town is committed to remunerating its employees fairly and equitably for the work they perform on behalf of the corporation. The Town will maintain a compensation policy that is internally equitable, externally competitive and pay equity compliant.

3. Definitions

"Acting Pay" – additional compensation paid to an employee during the Acting Pay Period, which is the greater of ten percent (10%) of the employee's salary in their regular position or the minimum of the higher salary grade.

"Acting Pay Period" – the period of time that commences after an employee has worked in a Temporary Assignment for two (2) consecutive weeks and/or ten (10) consecutive business days, whichever is longer, and continues until the end of the Temporary Assignment.

"Compensation" – for the purpose of this policy, compensation refers to any form of monetary remuneration made to an employee for services rendered.

"Job Evaluation" – is a process to determine the relative value of jobs within an organization utilizing pre-established criteria as a measurement tool so that jobs can be compared to one another and comply with pay equity legislation.



“Red-circled” – occurs when the job rate of the salary range is less than the current pay of the employee, resulting in a frozen salary.

“Temporary Assignment” – a situation in which an employee is tasked with and/or required to assume a substantial proportion of the higher level duties and responsibilities of a position other than their regular position for a limited period of time, the duration of which may or may not be known when the Temporary Assignment commences.

4. General Provisions

4.1. Pay Equity and Job Evaluation

Salaries are determined by the results of a point factor method of job evaluation. The Town shall maintain a job evaluation system that is internally and pay equity compliant. A re-evaluation process shall be available for all applicable employees to ensure equity is maintained.

4.2. Market Competitiveness

External market competitiveness is set at the 55th percentile for the Non-Union Salary Grid. A comprehensive market review may be undertaken every four (4) years to ensure this pay philosophy is maintained.

The comparator organizations for the purpose of evaluating market competitiveness are:

Thorold	Grimsby
Port Colborne	Wainfleet
Lincoln	Haldimand County
Niagara-on-the-Lake	Kingsville
Fort Erie	Tillsonburg

4.3. Compensation

- 4.3.1. Movement through the pay band will occur once annually and will be based on a satisfactory performance evaluation for the prior year. This



requires, at minimum, the employee receive a 'Successful' or 'In Training' performance rating.

- 4.3.2. Progression through the pay band is in recognition of satisfactory performance while actively at work. Employees on a leave of absence for a period of six (6) months or more during the performance evaluation period will not be eligible for a merit increase. Upon return to work, the employee will be returned to the salary level which was in effect at the time of the commencement of the leave. The employee's salary will be adjusted by any cost of living increases approved by Council during the period while on leave.
- 4.3.3. Employees hired on or after July 1 will move to the next step on the salary grid upon the successful completion of the six (6) month probationary period. Time frames for continued progression through the pay band are as outlined in 4.3.1.
- 4.3.4. New employees shall be placed in the pay band their position is classified under at a step negotiated based upon experience and market competitiveness.
- 4.3.5. In the event of a red-circled salary, the employee shall not receive the annual cost of living adjustment until the salary grid catches up to their current wage.
- 4.3.6. Compression that may arise between supervisory positions and the unionized staff they supervise will be reviewed on an annual basis by the Chief Administrative Officer (CAO). The CAO shall determine if the Non-Union Salary Grid requires adjustment to ensure an appropriate spread is maintained between levels of responsibility.
- 4.3.7. Wage rates and classifications for temporary, and seasonal positions are set and approved annually by the Chief Administrative Officer.
- 4.3.8. Individual salaries are and should remain confidential and fall under the legislated requirements of the *Municipal Freedom of Information and Protection of Personal Privacy Act*.



4.4. Acting Pay

- 4.4.1. In the event that a Town of Pelham employee is required and/or selected to take on a Temporary Assignment of a position of a higher pay grade than their regular position for a period longer than two (2) weeks, the employee will receive Acting Pay for the duration of the Acting Pay Period.
- 4.4.2. Employees who are required and/or selected to take on a Temporary Assignment must meet the minimum skill and job responsibility requirements for the position being filled, as described in the applicable job description. This includes but is not limited to having the required training, certificates and work experience to meet the legislated requirements of the position being filled.
- 4.4.3. Funding for situations that require Acting Pay must be generated from existing budget resources within the department of the position being filled, and should generally be pooled from the funds allocated for the vacant position. The Human Resources Capacity Building Reserve may be used with the approval of the CAO in circumstances where funds for Acting Pay are unavailable in the existing departmental budget.
- 4.4.4. Initiating the Authority of the Acting CAO
- 4.4.4.1. In the event that a Temporary Assignment of the Chief Administrative Officer (CAO) position is required, an Acting CAO may be authorized to take on the Temporary Assignment. Only the CAO or, in grave circumstances in which the CAO is unable to act, Town Council has the authority to initiate the authority of the Acting CAO.
- 4.4.4.2. The CAO will send an email to Town Council and the senior leadership team advising that, effective a specific date, the Acting CAO will have authority to act on the CAO's behalf. If the end date is known, the CAO will include the range of dates at this time. If the end date is unknown, the CAO will indicate that the end date is pending and will be communicated once identified.



4.4.4.3. The Acting CAO does not have the authority to unilaterally terminate employment. Employment decisions involving senior leadership team members must have prior approval of Town Council. Employment decisions involving employees in all other positions must be made in partnership with Human Resources and follow the established process for conduct and/or performance issues.

4.4.4.4. If the Acting CAO is unable to fulfill the duties of the Temporary Assignment, the CAO in partnership with Town Council has the right to end the Temporary Assignment at any time.

4.5. Transfers, Promotions, Demotions

4.5.1. When an employee is permanently transferred or promoted to a position in a higher pay range, the employee will be placed in the new pay band at the start rate of that position.

4.5.2. If an employee is permanently demoted or transferred to a position in a lower pay grade, the present salary level may be red-circled.

4.5.3. In the event an employee applies for and is successful in obtaining a lower paid position, the employee will move to the start rate of that position.

Subject: September 2022 Financial Reports**Recommendation:**

BE IT RESOLVED THAT Council receive Report #2022-0290-Corporate Services, September 2022 Financial Reports, for information.

Background:

The Corporate Services Department has prepared the attached financial reports, as at September 30, 2022, for the information of Council. The MCC report also include non-financial indicators such as hydro usage.

Analysis:

Appendix 1 to this report summarizes operating revenues compared to budget as at September 30, 2022, with approximately 75% of the year lapsed. Total revenues were at approximately 79% of budget. Eight months of water and wastewater had been billed and are at 67% of budget because consumption tends to be higher in July and August.

Appendix 2 to this report summarizes operating expenditures compared to budget at September 30, 2022. Total expenses were at approximately 75% of budget and appeared to be on track.

Appendix 3 summarizes the revenues and expenditures related to the MCC at September 30, 2022. MCC revenues were at 86% of budget. Senior Active Living Centre grant funds have been received, MCC expenses were at 74% of budget.

Appendix 4 to this report includes the 2022 capital report at September 30, 2022. Most capital projects are proceeding, totaling \$16.8million, and of those, 75% of the budget had been spent or committed. Projects carried forward from prior year's total \$8.1 million, and 52% of the carryforward amount had been spent or committed.

Financial Considerations:

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

Alternatives Reviewed:

Not applicable.

Strategic Plan Relationship: Strong Organization

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

Consultation: N/A

Other Pertinent Reports/Attachments:

Appendix 1 – Monthly Revenue Report at September 30, 2022

Appendix 2 – Monthly Expenditure Report at September 30, 2022

Appendix 3 – Meridian Community Centre Report at September 30, 2022

Appendix 4 – Capital Projects – 3rd Quarter Reporting at September 30, 2022

Prepared and Recommended by:

Usama Seraj, B.Com, CPA, CMA
Manager Financial Services/Deputy Treasurer

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

Prepared and Submitted by:

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

Appendix 1

Monthly Revenue Report at September 30, 2022 (75% of time lapsed)

	Notes	2022			2021	
		Budget	Actual at Sep 30	Actual as a % of Budget	Budget	Actual at Dec 31
Taxation						
General Tax Levy		\$ 16,578,640	\$ 12,433,980	75 %	\$ 15,678,870	\$ 15,678,884
Payments in Lieu		300,471	225,353	75 %	300,471	304,304
Total Taxation		16,879,111	12,659,333	75 %	15,979,341	15,983,188
Finance Department						
Penalties and Interest		270,000	256,631	95 %	270,000	302,903
Supplemental Taxation Revenues	(1)	180,000	232,750	129 %	175,000	237,224
Transfer from Building Department		184,832	138,624	75 %	81,087	99,502
Grants		84,400	58,881	70 %	114,800	101,642
Miscellaneous	(2)	33,000	286,258	867 %	18,000	31,678
Investment Income	(3)	10,000	310,017	3,100 %	10,000	72,632
Transfer from Working Funds and HR						
Capacity Building Reserve		227,000	170,250	75 %	-	24,701
COVID-19 Grant Funding		-	-	- %	602,350	954,812
Total Finance Department		989,232	1,453,411	147 %	1,271,237	1,825,094
Administration and Clerk's						
Committee of Adjustment	(4)	44,500	25,607	58 %	36,500	79,807
Clerk's Miscellaneous	(5)	14,250	15,853	111 %	14,250	15,799
Marketing Grants		-	-	- %	-	10,000
Total Administration and Clerk's		58,750	41,460	71 %	50,750	105,606
Fire and By-law Services						
Fire Department Revenues		40,786	33,954	83 %	40,786	89,357
By-law and Parking Enforcement	(6)	21,300	25,476	120 %	26,800	28,857
Provincial Offences Act Revenue	(7)	30,000	7,346	24 %	25,000	26,826
Total Fire and By-law Services		92,086	66,776	73 %	92,586	145,040
Public Works						
Non-recreation Facilities and Beautification	(8)	10,000	13,229	132 %	20,000	20,761
Aggregate Resource Grant	(9)	40,000	33,106	83 %	40,000	38,064
Miscellaneous	(10)	23,000	22,411	97 %	77,400	77,298
Fonthill/Hillside Cemeteries		81,500	77,321	95 %	76,500	104,858
Total Public Works		154,500	146,067	95 %	213,900	240,981
Recreation, Culture and Wellness						
Recreation and Wellness	(11)	331,850	353,519	107 %	195,100	282,409
Special Events and Festivals	(12)	147,770	155,105	105 %	147,770	40,054
Culture and Community Enhancement	(12)	73,500	92,959	126 %	75,000	43,373
Public Transit	(13)	130,000	69,367	53 %	120,000	120,008
MCC Facility		693,242	554,242	80 %	420,000	790,007
Total Recreation, Culture and Wellness		1,376,362	1,225,192	89 %	957,870	1,275,851
Community Planning and Development						
Building Department Revenues	(14)	650,500	854,833	131 %	650,500	938,220
Planning Fees	(15)	170,340	440,907	259 %	160,340	184,013
Municipal Drainage		4,000	-	- %	-	8,256
Total Community Planning and Development		824,840	1,295,740	157 %	810,840	1,130,489
Water and Wastewater						
Water Revenues		3,598,480	2,400,066	67 %	3,290,641	3,356,467
Wastewater Revenues		2,732,861	1,853,106	68 %	2,487,167	2,539,281
Total Water and Wastewater	(16)	6,331,341	4,253,172	67 %	5,777,808	5,895,748
GRAND TOTAL		\$ 26,706,222	\$ 21,141,151	79 %	\$ 25,154,332	\$ 26,601,997

Appendix 1

Monthly Revenue Report at September 30, 2022 (75% of time lapsed)

Explanatory Notes:

- (1) The majority of supplemental revenue is collected June through November. The town has exceeded budget for supplemental revenue for 2022.
Supplementary/omitted taxes result from an addition, renovation, construction or class change that occurred on a property that was not previously recorded on the assessment roll. When supplementary/omitted assessment is added to the roll, additional property taxes can be collected for the current year, and if applicable, for any part of all of the two previous years as described in Section 34 of the Assessment Act.
- (2) New fees being charged for mortgage company administration were not budgeted and are approximately \$34,000 for the year so far. The town also recieved \$230,000 in revenue from a land sale that will be transferred to the land acquisition reserve fund .
- (3) Interest will be allocated to non-discretionary and obligatory reserves at year-end. With recent improvement in interest rates, actuals are expected to exceed budget.
- (4) Committee of Adjustment revenue fluctuates from year to year depending on applications received.
- (5) Certain revenue streams, such as lottery and marriage licenses, are unpredictable in timing.
- (6) Both Pool permits and sign permits have exceeded budget for the year.
- (7) POA revenues are collected by the Region, Q1 received in May.
- (8) Revenue is primarily related to Old Pelham Town Hall rental revenue, and has exceeded buget for 2022.
- (9) Aggregate resource grant was received in September.
- (10) Driveway Culvert Fees are higher than anticipated and have reached budget for 2022 in first 9 months.
- (11) Recreation and wellness revenue related to camps and swim has exceeded budget for 2022.
- (12) Most recreation special event activity has already occurred for 2022 and the revenue exceeds budget.
- (13) MTO Community Transportation grant received for Q3. Provincial gas tax revenues of \$30,000 will be recorded at year-end.
- (14) Increased building permit fees due to growth within the Town. Building department revenues in excess of expenditures were transferred to its reserve.
- (15) Increased planning fees due to continued growth within the Town.
- (16) Water and wastewater have been billed for January to August. Consumption tends to be higher in the summer.

Appendix 2

Monthly Expenditure Report at September 30, 2022 (75% of time lapsed)

	Notes	2022			2021	
		Budget	Actual at Sep 30	Actual as a % of Budget	Budget	Actual at Dec 31
Administration Services						
Members of Council		\$ 281,440	\$ 170,492	61 %	\$ 269,900	\$ 275,170
CAO's Office		355,955	275,605	77 %	337,130	325,243
Human Resources	(1)	135,003	147,069	109 %	104,140	137,086
Marketing and Communication		139,680	101,086	72 %	131,078	124,733
Total Administration Services		912,078	694,252	76 %	842,248	862,232
Clerk's Department						
Clerk's Department and COA		387,006	272,795	70 %	363,413	405,598
Corporate Services						
Finance Department		936,155	690,913	74 %	897,558	1,054,394
Shared Administrative Overhead	(2)	924,343	812,197	88 %	945,755	1,441,451
Shared Information Technology	(3)	653,121	570,568	87 %	586,330	703,084
Total Corporate Services		2,513,619	2,073,678	82 %	2,429,643	3,198,929
Fire and By-law Services						
Fire Services	(4)	1,689,899	1,091,818	65 %	1,585,820	1,635,205
By-law and Parking Enforcement		206,530	146,030	71 %	239,230	239,767
Health and Safety		8,130	5,554	68 %	8,030	7,792
Crossing Guards		52,021	34,152	66 %	50,048	32,305
Animal Control		39,000	29,250	75 %	37,800	37,601
Total Fire and By-law Services		1,995,580	1,306,804	65 %	1,920,928	1,952,670
Public Works						
General Administration	(5)	1,247,506	1,050,148	84 %	1,261,885	1,254,708
Roadway Maintenance		4,724,863	3,557,826	75 %	4,408,938	4,477,589
Non-recreation Facilities and Beautification	(6)	2,584,507	2,008,272	78 %	2,454,612	2,427,926
Street Lighting		260,000	210,661	81 %	200,000	199,770
Fonthill and Hillside Cemeteries		145,102	97,263	67 %	131,650	130,643
Niagara Central Airport	(7)	27,621	25,504	92 %	27,621	19,942
Total Public Works		8,989,599	6,949,674	77 %	8,484,706	8,510,578
Recreation, Culture and Wellness						
General Administration		289,477	197,004	68 %	270,019	274,159
Recreation and Wellness	(8)	452,507	447,473	99 %	320,031	369,117
Special Events and Festivals	(9)	293,114	263,846	90 %	275,331	167,495
Culture and Community Enhancement	(9)	182,163	109,819	60 %	171,897	145,141
Public Transit	(10)	309,137	209,079	68 %	299,486	301,079
MCC Facility		1,837,582	1,311,822	71 %	1,782,618	1,984,324
Libraries		894,707	671,030	75 %	877,164	877,164
Total Recreation, Culture and Wellness		4,258,687	3,210,073	75 %	3,996,546	4,118,479
Community Planning and Development						
Building Department		650,500	488,788	75 %	650,500	938,220
Planning and Zoning		632,637	471,067	74 %	653,978	679,171
Municipal Drainage		35,174	24,256	69 %	34,563	40,372
Total Community Planning and Development		1,318,311	984,111	75 %	1,339,041	1,657,763
Water and Wastewater						
Water		3,598,480	2,526,584	70 %	3,290,640	3,356,467
Wastewater		2,732,861	2,116,585	77 %	2,487,167	2,539,281
Total Water and Wastewater		6,331,341	4,643,169	73 %	5,777,807	5,895,748
GRAND TOTAL		\$ 26,706,221	\$ 20,134,556	75 %	\$ 25,154,332	\$ 26,601,997

Appendix 2

Monthly Expenditure Report at September 30, 2022 (75% of time lapsed)

Explanatory Notes:

- (1) Additional costs for recruitment; any recruitment costs which did not have offsetting savings through vacancies were funded from the HR Capacity Building Reserve at year-end.
- (2) Insurance cost are 18% higher than budget for 2022 due to inflation.
- (3) Some software licenses and support fees have been paid in full for the year.
- (4) Volunteer firefighter stipends are paid in November.
- (5) Significant debenture principal and interest have been paid.
- (6) Significant debenture principal and interest have been paid; costs have been incurred for programs such as Spongy Moth (LDD moth), tree maintenance, and municipal grass cutting.
- (7) Contribution to the airport paid for the year.
- (8) Most recreation and wellness camp and swim activity has occurred in Q3. Cost of running these programs are offset by Revenues for these programs.
- (9) Most recreation special event activity occurs has already occurred as of September.
- (10) Payment has been made to Niagara Region for On-Demand transit services approximately to July.

Meridian Community Centre
Appendix 3
Actual Results to Budget at September 30, 2022 (75% of time lapsed)

			2022			Actual 2022								
	Notes		Budget	Actual YTD Total	Actual as a % of Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
MCC Revenues														
Arena Revenues			\$ 574,242	\$ 429,039	75 %	\$ 14,116	\$ 77,928	\$ 57,547	\$ 39,744	\$ 37,286	\$ 29,144	\$ 39,966	\$ 70,450	\$ 62,858
Multi-Purpose Space Revenues			68,000	65,646	97 %	782	6,082	8,623	11,678	7,437	6,556	5,478	4,986	14,024
Gymnasium Revenues			63,000	64,852	103 %	552	9,466	10,333	9,173	9,019	8,158	6,543	4,328	7,280
Programming Revenues	(1)		110,000	150,041	136 %	105	84	12,123	-	1,050	-	59,957	72,385	4,337
Grants - Other	(2)		42,700	25,000	59 %	-	-	-	25,000	-	-	-	-	-
Other Rev. - Miscellaneous	(3)		41,550	51,567	124 %	(1,926)	9,659	10,445	6,053	7,808	4,236	4,445	3,649	7,198
Other Revenues - Advertising	(4)		30,000	14,533	48 %	11,133	-	-	-	-	(1,066)	5,050	(1,584)	1,000
Total Revenues		(a)	929,492	800,678	86 %	24,762	103,219	99,071	91,648	62,600	47,028	121,439	154,214	96,697
MCC Expenditures														
Salaries and Benefits			1,511,940	1,103,521	73 %	85,884	107,975	109,238	112,489	103,859	159,588	147,392	147,016	130,080
Professional Development			10,900	7,806	72 %	-	2,323	416	-	-	-	2,739	135	2,193
Associations and Memberships			5,000	2,420	48 %	987	183	450	-	-	-	800	-	-
Travel			3,600	659	18 %	-	-	-	-	1,184	398	(1,130)	207	-
Hydro			350,000	225,696	64 %	21,261	23,575	25,281	21,794	21,198	26,230	39,063	47,294	-
Natural Gas	(5)		65,000	64,084	99 %	7,021	9,548	7,150	7,174	3,521	3,571	4,305	12,152	9,642
Water	(6)		40,000	36,268	91 %	-	7,972	-	9,104	-	7,434	-	11,758	-
Telephone			13,574	6,503	48 %	660	662	661	800	853	708	922	530	707
Materials and Supplies	(7)		75,250	108,115	144 %	5,934	9,629	9,469	19,965	6,283	16,333	24,744	6,612	9,146
Furniture and Equipment			6,000	71	1 %	-	-	71	-	-	-	-	-	-
Materials and Supplies - Janitorial			50,000	17,671	35 %	398	1,442	3,474	1,510	2,350	2,522	1,371	3,127	1,477
Fuel			4,850	5,989	123 %	242	551	873	975	468	412	627	829	1,012
Internet			13,300	7,662	58 %	824	825	824	824	824	830	903	904	904
Insurance	(8)		55,530	6,519	12 %	-	-	-	-	-	-	6,519	-	-
Contract Services - Other	(9)		162,050	157,013	97 %	8,580	12,017	16,214	18,408	12,085	7,675	35,944	28,450	17,640
Repairs and Maintenance	(10)		23,500	21,410	91 %	10,012	122	-	825	3,221	-	367	3,585	3,278
Total Expenditures before Debt and Other		(b)	2,390,494	1,771,407	74 %	141,803	176,824	174,121	193,868	155,846	225,701	264,566	262,599	176,079
Net Surplus (Deficit) before Debt and Other		(c)= (a) - (b)	(1,461,002)	(970,729)	66 %	(117,041)	(73,605)	(75,050)	(102,220)	(93,246)	(178,673)	(143,127)	(108,385)	(79,382)
MCC Debt Activity														
Tax Levy Debenture Interest	(11)		(282,910)	(120,602)	43 %	-	(722)	(1,414)	-	(137,101)	(1,028)	22,109	(2,446)	-
Tax Levy Debenture Principal	(11)		(258,471)	(136,136)	53 %	-	(3,889)	(3,889)	(3,889)	(108,914)	(3,888)	(3,889)	(3,889)	(3,889)
Development Charge Revenue	(12)		629,936	634,046	101 %	317,023	-	-	-	-	-	317,023	-	-
Development Charge Debenture Interest	(12)		(351,383)	(357,718)	102 %	(178,859)	-	-	-	-	-	(178,859)	-	-
Development Charge Debenture Principal	(12)		(278,553)	(276,328)	99 %	(138,164)	-	-	-	-	-	(138,164)	-	-
Donation Revenue Applied to Debenture	(13)		209,015	-	- %	-	-	-	-	-	-	-	-	-
Donation Pledge Debenture Interest	(13)		(64,055)	-	- %	-	-	-	-	-	-	-	-	-
Donation Pledge Debenture Principal	(13)		(144,960)	-	- %	-	-	-	-	-	-	-	-	-
Pre-MCC RCW and Facility Net Costs			989,512	742,134	75 %	82,459	82,459	82,459	82,459	82,459	82,459	82,459	82,459	82,459
Net Debt and Other Items		(d)	448,131	485,396	108 %	82,459	77,848	77,156	78,570	(163,556)	77,543	100,679	76,124	78,570
NET SURPLUS (DEFICIT)		(e)= (c) + (d)	\$(1,012,871)	\$ (485,333)	48 %	\$ (34,582)	\$ 4,243	\$ 2,106	\$ (23,650)	\$(256,802)	\$(101,130)	\$ (42,448)	\$ (32,261)	\$ (812)

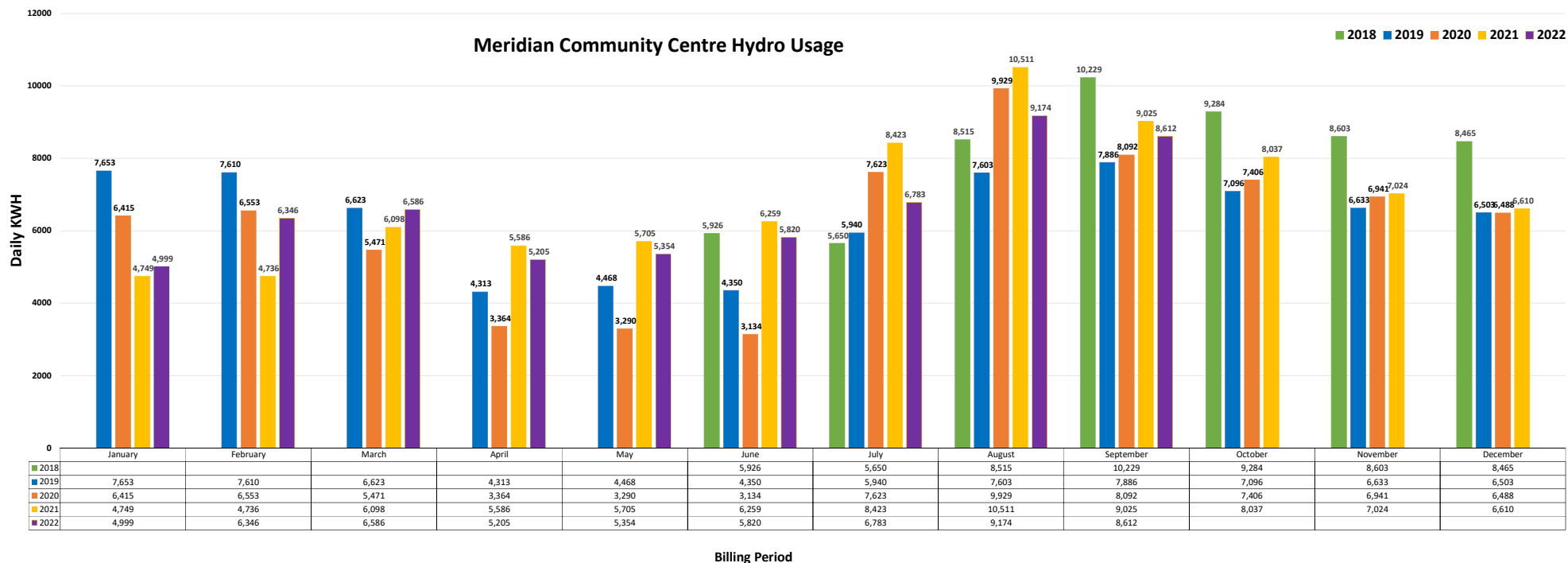
Meridian Community Centre

Appendix 3

Actual Results to Budget at September 30, 2022 (75% of time lapsed)

Explanatory Notes:

- (1) The majority of camp revenue was earned during the summer and has exceeded budget for 2022.
- (2) Senior Active Living Centre grant for Q2.
- (3) Miscellaneous revenue includes cost recoveries, equipment rentals, event revenue, donations, server sales, and other items that are individually too small to classify separately. Significant increase in concession sales.
- (4) Advertising revenues are expected between Q3 and Q4 and may be slightly below budget.
- (5) Higher natural gas usage and rates.
- (6) Water is billed bi-monthly. Usage expected to be higher in 2022.
- (7) Increased cost of server supplies offset by increased revenues.
- (8) Prepaid insurance to be expensed.
- (9) Additional cost incurred for programming which is offset by higher programming revenues.
- (10) Gym bleachers and roof maintenance.
- (11) Tax levy debenture payments for the MCC are due in June and December and are paid before the end of the previous month. CIBC loan payments occur throughout the year.
- (12) Development charge debenture payments for the MCC occur in January and July.
- (13) MCC Donation debenture payments occur in April and October.



Meridian Community Centre - Revenue by Major Customer & Activity
Appendix 3
For the one month ended September 30, 2022 (75% of time lapsed)

	Hours	Amount
Arena Revenues		
Pelham Minor Hockey Association (PMHA)	88.3	\$ 11,932
Niagara Centre Skating Club (NCSC)	64.5	1,812
Pelham Junior Hockey Club	77.0	8,568
Southern Tier Admirals AAA Hockey	95.0	8,683
Public Ice	815.9	28,512
Recreation & Wellness Programming	369.0	3,351
Arena Revenues Subtotal	1,509.7	62,858
Multi-Purpose Space Revenues		
Room Rentals	396.5	5,551
Recreation Programming	85.0	8,473
Multi-Purpose Space Revenues Subtotal	481.5	14,024
Gymnasium Revenues		
Pelham Panthers Basketball	649.3	6,160
Other	148.3	1,120
Gymnasium Revenues Subtotal	797.6	7,280
Camp Revenues	193.2	4,337
Miscellaneous	320.0	7,198
Advertising	-	1,000
Other Revenues Subtotal	320.0	8,198
TOTAL REVENUES	3,302.0	\$ 96,697

Town of Pelham									Appendix 4
2022 Capital Projects - Third Quarter Reporting			Expenditures						Status
			Original Budget	Revised Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
September 30, 2022			Cost Centre						
INFORMATION TECHNOLOGY									
IT 01-22	Annual Equipment PSAB adds/replacements.	100183	33,000	33,000	42,662	-	42,662	129%	In progress.
IT 02-22	Server Replacement	100184	16,000	16,000	-	-	-	0%	In progress.
IT 03-22	Main Cores Switch- Town Hall- 2nd Floor	100185	10,000	10,000	10,239	-	10,239	102%	Completed.
IT 04-22	Innovation Technology	100186	40,000	40,000	-	-	-	0%	In progress.
IT 05-22	Microsoft Office 365 with Exchange Online	100250	32,000	32,000	-	-	-	0%	Fall project
IT 06-22	iPad Replacement for Building Department	100251	7,500	7,500	3,506	-	3,506	47%	Completed
Total Information Technology			138,500	138,500	56,407	-	56,407	41%	
FIRE & BY-LAW SERVICES									
FD 01-22	Electronic Sign Station 1 (red circle)	200118	30,000	30,000	-	-	-	0%	Red circled.
FD 02-22	Rescue 1	200125	600,000	600,000	-	599,999	599,999	100%	In progress.
FD 03-22	Digital Pager Upgrade - Year 1 of 2	200141	40,000	40,000	38,669	-	38,669	97%	Completed
Total Fire & By-Law Services			670,000	670,000	38,669	599,999	638,668	95%	
FACILITIES									
FAC 01-22	Concrete & Asphalt Repairs - Various Facilities.	300524	25,000	25,000	5,444	-	5,444	22%	In progress.
FAC 02-22	Fonthill Library - Furnace (Lennox) Replacement	301093	6,000	6,000	3,791	-	3,791	63%	In progress.
FAC 03-22	Model Railway Building - Exterior Window Replacement	301090	12,000	12,000	-	-	-	0%	Not started.
FAC 04-22	Town Hall - Fire Protection System	301089	20,000	20,000	-	20,000	20,000	100%	Part of Town Hall Addition project.
FAC 05-22	Flag Poles	301092	10,000	10,000	6,386	-	6,386	64%	In progress
FAC 06-22	MCC - Addition Power Supply for events on Accipiter Arena	301091	10,000	10,000	6,655	-	6,655	67%	In progress
FAC 07-22	Community Event Space for Peace Park	301105	1,210,000	1,824,000	144,503	1,762,903	1,907,406	105%	In progress. Additional costs incurred for soil removal and additional gravel required for the footings. Completion date is March 31, 2023. Approved by funder.
Total Facilities			1,293,000	1,907,000	166,779	1,782,903	1,949,682	102%	
ROADS									

Town of Pelham									Appendix 4
2022 Capital Projects - Third Quarter Reporting		Cost Centre	Expenditures						Status
			Original Budget	Revised Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
September 30, 2022									
RD 01-22	Bridge Design (Cream Street, Roland Road) - Constructing in 2023 and 2024	300606	75,000	75,000	1,152	71,432	72,584	97%	In progress.
RD 02-22	Bridge Replacement Program: Balfour (100M south of Roland)	300608	650,000	650,000	473,039	65,466	538,505	83%	In progress.
RD 03-22	Bridge/Culvert Appraisal (legislated)	300614	15,000	15,000	-	-	-	0%	Not started.
RD 04-22	Concrete Repair & Replacement Program	300615	110,000	110,000	-	90,266	90,266	82%	In progress.
RD 05-22	Culvert Replacement Program	300616	60,000	60,000	-	-	-	0%	RFP going out
RD 06-22	Design - Quaker Rd: Pelham St to Line Ave	300617	50,000	50,000	7,128	32,422	39,550	79%	In progress.
RD 07-22	Engineering	300618	30,000	30,000	4,096	8,100	12,196	41%	On going as required.
RD 08-22	Road Base and Surface Repair Program	300620	150,000	150,000	120,898	21,625	142,523	95%	In progress.
RD 09-22	Road Rehabilitation	300622	550,000	550,000	-	690,093	690,093	125%	In progress.
RD 10-22	Stormwater Facility Maintenance	300626	25,000	25,000	-	-	-	0%	
RD 11-22	Road Reconstruction - 22R01 - Pelham St: John Street to Spruceside Crescent (Sth Entr.)	300629	3,600,000	4,706,517	1,100	4,632,859	4,633,959	98%	In progress.
RD 12-22	Design - 22R03 - Canboro: Haist St to Highway 20	300637	150,000	150,000	-	232,883	232,883	155%	In progress.
RD 13-22	Construction of Road - 22R02 - Effingham St: Highway 20 to Tice Road	301057	825,000	601,167	26,056	575,514	601,570	100%	In progress.
RD 14-22	Erosion Mitigation Construction at Highway 20 outlet from Storm Pond in East Fonthill (red circle)	301042	250,000	250,000		-	-	0%	red circled
RD 15-22	LED Streetlight Replacement Year 1	300599	250,000	250,000	22,133	257,577	279,710	112%	In progress.
Total Roads			6,790,000	7,672,684	655,602	6,678,237	7,333,839	96%	
FLEET									
VEH 01-22	Electric Vehicle - Building Department (Replaces Unit 101 - 2009 Ford Ranger)	300876	55,000	55,000	450	45,925	46,375	84%	In progress.
VEH 02-22	Work Truck (Replaces Truck 129 - 2008 Dodge 1500) - deferred from 2020	300882	55,000	55,000	-	-	-	0%	no bids. Looking for availability
VEH 03-22	Combined lease payments	300885	28,740	28,740	24,760	8,085	32,845	114%	On going
VEH 04-22	Seasonal rental of summer fleet	300886	32,000	32,000	12,476	-	12,476	39%	On going
VEH 05-22	Seasonal rental of winter fleet	300887	25,550	25,550	13,585	-	13,585	53%	On going
VEH 06-22	Crew-Cab Truck with Landscape box (Replaces unit 132 - 2009 Dodge 2500)	300888	75,000	75,000	-	-	-	0%	no bids. Looking for availability
VEH 07-22	Baseball Diamond Grooming Tractor (Replaces unit 518 2001 Kubota B7500 & unit 525 2013 Kubota	300892	28,000	48,000	-	48,560	48,560	101%	Quote came at \$48,000.
Total Fleet			299,290	319,290	51,271	102,570	153,841	48%	

Town of Pelham									Appendix 4
2022 Capital Projects - Third Quarter Reporting		Cost Centre	Expenditures						Status
			Original Budget	Revised Budget	Actual	Committed	Total (Actual & Committed)	Actual and Committed as a % of Revised Budget	
September 30, 2022									
CEMETERIES									
CEM 01-22	Fonthill Cemetery - Trench Safety Device	400015	4,000	4,000	4,028	-	4,028	101%	Completed.
Total Cemeteries			4,000	4,000	4,028	-	4,028	101%	
WASTEWATER									
WST 01-22	Church Street Upgrade existing sewer from 250 to 350mm diam	700182	2,500,000	2,500,000	8,697	35,402	44,099	2%	In-progress.
WST 02-22	Sanitary I/I Study Program - Planned Replacements and Rehabilitation	700186	100,000	60,500	10,176	-	10,176	17%	In-progress.
WST 03-22	Sanitary Sewer Inspection, CCTV and Flushing Program	700189	115,000	115,000	-	100,634	100,634	88%	In-progress.
WST 04-22	Sanitary Sewer Capital Construction Repairs	700192	140,000	140,000	-	-	-	0%	On-going.
WST 05-22	Confined Space Entry Air Monitoring and Calibration System	700374	30,000	30,000	20,866	-	20,866	70%	In-progress.
Total Wastewater			2,885,000	2,845,500	39,739	136,036	175,775	6%	
WATER									
WTR 01-22	Pelham St Watermain Replacement - John St to Spruceside Crescent (Sth Entr.)	700281	600,000	1,217,365	-	1,217,366	1,217,366	100%	In-progress.
WTR 02-22	Water System Repair Equipment	700284	30,000	30,000	4,175	-	4,175	14%	On going
WTR 03-22	Design: Canboro Road, Haist St to Highway 20, Watermain Replacement	700354	100,000	100,000	-	-	-	0%	In-progress.
WTR 04-22	Design: Watermain Replacement - Daleview, Strathcona, Moote, Pinecrest, Hwy. 20	700366	100,000	100,000	-	182,117	182,117	182%	In-progress.
Total Water			830,000	1,447,365	4,175	1,399,483	1,403,658	97%	
PARK FACILITIES									
PRK 01-22	Update Parks & Recreation Master Plan	500200	120,000	120,000	15,488	100,230	115,718	96%	In progress
PRK 02-22	Centennial Park Tennis Courts - Reconstruction	500201	270,000	270,000	275,493	-	275,493	102%	Completed.
PRK 03-22	Centennial Park Soccer Field #2 Lighting	500203	220,000	220,000	305	-	305	0%	RFP out in August
PRK 04-22	Centennial Park - Fence & Gate at Gerry Berkhout Trail Entrance	500204	5,000	5,000	5,088	-	5,088	102%	In progress
PRK 05-22	General Park Furniture (Benches/Picnic Tables/Receptacles)	500206	10,000	10,000	2,362	-	2,362	24%	In progress
PRK 06-22	Cenotaphs - Maintenance and Conservation Treatment Program	500214	9,000	9,000	-	5,315	5,315	59%	In progress
PRK 07-22	Park Entry Sign Replacements (6)	500222	30,000	30,000	-	-	-	0%	In progress
PRK 08-22	Centennial Park Diamond 2 - Foul Ball Netting	500298	25,000	25,000	-	19,500	19,500	78%	In proaress

Town of Pelham									Appendix 4
Prior Year's Carry Forward Capital Projects from 2021 and prior		Expenditures							Status (notes carried forward)
September 30, 2022		Original Budget	Carry Forward Amount to 2022	Revised Carry Forward Amount	Actual 2022	Committed	2022 Total to date (Actual & Committed)	Total to date as a % of Revised Carry Forward	
INFORMATION TECHNOLOGY									
IT 04-19	Backup Generator for IT Server Room (Town Hall)	46,000	30,912	46,000	-	-	-	0%	Funds have been approved for automation projects
IT 01-20	Computer and Hardware Repair and Replacement	32,000	20,367	20,367	11,791	3,803	15,594	77%	Completed
IT 02-20	Tab Fusion Electronic Enhancement	25,000	19,921	19,921	19,167	-	19,167	96%	In progress.
IT 03-20	Financial Reporting Software	40,000	3,112	3,112	-	-	-	0%	Funds have been approved for automation projects
IT 05-20	Innovation Technology	40,000	40,000	40,000	30,630	10,565	41,195	103%	Funds have been approved for automation projects
IT 01-21	Annual Equipment PSAB adds/replacements.	32,000	28,125	28,125	-	-	-	0%	In progress.
IT 02-21	Innovation Technology.	40,000	39,743	39,743	60,701	-	60,701	153%	In progress.
IT 03-21	Barracuda Spam Firewall.	7,500	7,500	7,500	10,679	-	10,679	142%	In progress.
IT 04-21	MFA (Multi Factor Authentication) or 2FA Software.	3,500	3,500	3,500	-	-	-	0%	Not yet started.
IT 05-21	Winfluid Server and Software Upgrade.	9,000	4,248	4,248	-	4,620	4,620	109%	In progress.
Total Information Technology		275,000	197,428	129,400	132,968	18,988	151,956	117%	
FIRE & BY-LAW SERVICES									
FD 05-21	Replace SCBA Air System	70,000	70,000	70,000	59,032	-	59,032	84%	completed.
Total Fire & By-Law Services		70,000	70,000	70,000	59,032	-	59,032	84%	
ROADS									
RD 01-17	Summersides: Station to Wellspring (E. Fonhill)	2,088,774	14,315	14,315	2,522	23,737	26,259	183%	Completed.
RD 10-19	Stormwater Facility Maintenance	30,000	15,423	15,423	-	-	-	0%	In progress.
RD 01-20	Bridge Design Program - Balfour St and 16 Road	100,000	28,837	28,837	22,452	3,484	25,936	90%	In progress.
RD 03-20	Road Reconstruction - Pelham St: College St to Port Robinson Rd - connected to WTR 01-20	1,079,519	96,229	-	-	-	-	0%	Completed.

Town of Pelham									Appendix 4
Prior Year's Carry Forward Capital Projects from 2021 and prior		Expenditures							Status (notes carried forward)
		Original Budget	Carry Forward Amount to 2022	Revised Carry Forward Amount	Actual 2022	Committed	2022 Total to date (Actual & Committed)	Total to date as a % of Revised Carry Forward	
September 30, 2022									
RD 06-20	Culvert Replacement	60,000	35,088	-	-	-		0%	Complete. Savings on this project to be allocated to RD 13-21.
RD 07-20	Effingham Storm Design - Hwy 20 to Canboro	50,000	50,000	50,000	-	-		0%	C/F 2023
RD 08-20	Engineering	35,000	13,046	13,046	6,884	6,211	13,095	100%	In progress. Ongoing.
RD 12-20	Stormsewer Extension - Along Quaker	200,000	200,000	200,000	-	-		0%	C/F 2023 Part of Niagara Region project
RD 13-20	Sulphur Springs Rd Rehabilitation - Site 1 & 2	300,000	163,302	163,302	167,551	-	167,551	103%	In progress.
RD 14-20	Station Street Storm Pond	300,000	284,999	284,999	1,860	119,766	121,626	43%	In progress.
RD 15-20	Foss Resurfacing (linked to WST 06-20)	500,000	500,000	500,000	-	-	-	0%	C/F 2023
RD 17-20	Rice Road Landscaping Feature	48,120	48,120	48,120	70,511	9,468	79,979	166%	In progress.
RD 02-21	Concrete Repair & Replacement Program.	80,000	17,670	17,670	-	35,340	35,340	200%	In progress.
RD 03-21	Culvert Replacement Program.	60,000	60,000	60,000	-	-	-	0%	In progress.
RD 04-21	Engineering.	25,000	16,806	16,806	2,951	1,400	4,351	26%	In progress.
RD 06-21	Road Rehabilitation.	500,000	69,409	69,409	10,048	-	10,048	14%	Complete.
RD 09-21	Stormwater Facility Maintenance Repairs.	20,000	19,501	19,501	-	510	510	3%	On-going.
RD 10-21	Streetlights and Traffic Signal Maintenance.	55,000	13,912	13,912	-	-		0%	In progress. Ongoing.
RD 11-21	Easement for Station Street storm outlet (previously RD 08-17).	35,000	35,000	35,000	-	-		0%	
RD 12-21	Roadside Ditching Program.	71,690	26,642	26,642	18,332	50,040	68,372	257%	In progress.
RD 13-21	Road Reconstruction - Pelham St: Port Robinson Rd to John Street. Connected to WTR 02-21.	3,892,500	1,451,208	1,013,967	607,479	227,554	835,033	82%	In progress.
RD 14-21	Sulphur Springs Rd Rehabilitation - Site 1 & Site 2.	170,000	169,170	169,170	36,430	50,945	87,375	52%	In progress.
RD 16-21	Design - Pelham St: Phase 3 and 4.	135,000	140,751	140,751	77,241	122,319	199,560	142%	In progress.
RD 18-21	Design for Road Rehabilitation - Effingham St: Highway 20 to Tice.	50,000	39,991	39,991	42,391	-	42,391	106%	In progress.
RD 19-21	Erosion Mitigation Project Storm Pond Outlet Hwy 20 & Rice Road	70,000	70,000	70,000	-	70,000	70,000	100%	In progress.
Total Roads		10,205,603	3,579,419	3,260,860	1,066,652	720,774	1,787,426	55%	
FACILITIES									
FAC 02-20	Masonry Repairs - Highland Ave, Hillside/Fonthill Cemetery	30,000	30,000	30,000	20,708	-	20,708	69%	In progress.
FAC 02-21	Centennial Park Electrical Upgrades (Switch Gear inside).	10,000	9,634	9,634	-	8,550	8,550	89%	In progress.
FAC 03-21	Old Pelham Town Hall - Foundation and Brick Repairs.	25,000	25,000	25,000	22,896	-	22,896	92%	In progress.
FAC 04-21	Marlene Stewart Streit Park Electrical upgrades.	30,000	29,634	29,634	5,241	-	5,241	18%	In progress.
FAC 05-21	Clockwork Systems - Video Cameras for MCC.	50,000	50,000	50,000	47,926	-	47,926	96%	In progress.
FAC 06-21	Electric Vehicle charging station -	25,000	25,000	25,000	10,431	-	10,431	42%	In progress.
FAC 08-21	Fire Station #1 Design Consultant.	50,000	46,891	46,891	-	4,395	4,395	9%	Feasibility Study only

Town of Pelham									Appendix 4
Prior Year's Carry Forward Capital Projects from 2021 and prior		Expenditures							Status (notes carried forward)
September 30, 2022		Original Budget	Carry Forward Amount to 2022	Revised Carry Forward Amount	Actual 2022	Committed	2022 Total to date (Actual & Committed)	Total to date as a % of Revised Carry Forward	
			-	-		-			
Total Facilities		220,000	216,159	216,159	107,202	12,945	120,147	56%	
FLEET									
VEH 02-21	Seasonal summer fleet rental.	25,200	25,200	25,200		-	-	0%	In progress.
VEH 03-21	Seasonal winter fleet rental.	25,550	5,384	5,384		-	-	0%	In progress.
VEH 07-21	Purchase one-tonne truck.	90,000	90,000	90,000		60,085	60,085	67%	In progress.
Total Fleet		140,750	120,584	120,584	-	60,085	60,085	50%	
WASTEWATER									
WST 04-18	Foss Road Upgrade existing sewer from 350 to 450mm diam	592,800	527,523	527,523		29,637	29,637	6%	In progress. Detailed design assignment currently being completed. Project delayed due to CP Rail.
WST 01-19	Design - Church Street Upgrade - connected to WST 05-20 and CC 700182 (2022 Project for \$1.5M to do the Church Street work)	60,000	14,670	14,670	4,093	8,703	12,796	87%	In progress. Consultant Assignment awarded to Associated Engineering. Project delayed due to CP Rail.
WST 05-19	Sanitary Sewer Capital	80,000	63,689	63,689	-	-	-	0%	In progress.
WST 01-20	Sanitary I/I Study Program - Planned Replacements and Rehabilitation	100,000	38,329	38,329	10,736	37,500	48,236	126%	In progress.
WST 05-20	Church St Sanitary Upgrades - Permits and Reports - connected to WST 01-19 and CC 700182 (2022 Project for \$2.5M to do the Church Street work)	50,000	7,129	7,129	-	-	-	0%	In progress. Waiting for CP Rail's approval.
WST 06-20	Foss Rd - Sanitary Sewer Installation (linked to RD 15-20)	800,000	800,000	800,000	-	-	-	0%	C/F 2023
WST 03-21	Sanitary I/I Study Program - Planned Replacements and Rehabilitation.	100,000	100,000	100,000	31,067	44,470	75,537	76%	In progress. Ongoing. GM Blue Plan
Total Wastewater		1,782,800	1,551,339	1,551,339	45,896	120,310	166,206	11%	
WATER									
WTR 01-18	Backflow Prevention Program	50,000	36,015	36,015	-	-	-	0%	In progress. On-going program.
WTR 01-21	Water System Repair Equipment.	30,000	3,743	3,743	3,809	-	3,809	102%	Completed.
WTR 03-21	Clare Avenue Watermain Replacement - development driven.	250,000	233,064	233,064	4,820	58,721	63,541	27%	In progress.
WTR 06-21	Watermain Extension to Service Splash Pad at MSSP.	200,000	302,386	302,386	338,184	16,870	355,054	117%	In progress.
WTR 04-21	Station St: Hurricane Rd to Hwy 20, Watermain Replacement.	175,000	175,000	175,000	-	10,600	10,600	6%	In progress.
WTR 05-21	Neptune Software Upgrade.	14,000	14,000	14,000	-	-	-	0%	In progress.
Total Water		719,000	764,208	764,208	346,813	86,191	433,004	57%	

Town of Pelham									Appendix 4
Prior Year's Carry Forward Capital Projects from 2021 and prior		Expenditures							Status (notes carried forward)
		Original Budget	Carry Forward Amount to 2022	Revised Carry Forward Amount	Actual 2022	Committed	2022 Total to date (Actual & Committed)	Total to date as a % of Revised Carry Forward	
September 30, 2022									
PARK FACILITIES									
PRK 03-20	River Estates Park Development	300,000	300,000	300,000	279,816	-	279,816	93%	Completed.
PRK 01-21	MSSP - Splash Pad.	491,815	488,882	488,882	5,365	489,604	494,969	101%	In Progress
PRK 08-21	Centennial Park - Splash Pad.	350,000	341,920	341,920	344,372	-	344,372	101%	In Progress
PRK 07-21	Centennial Park Diamond 3 Lighting.	145,000	145,000	145,000		-		0%	Tender in the fall.
Total Park Facilities		1,286,815	1,275,802	1,275,802	629,553	489,604	1,119,157	88%	
COMMUNITY PLANNING & DEVELOPMENT									
PLN 01-19	Complete East Fenwick SP	20,000	13,731	13,731	-	13,731	13,731	100%	In progress. Received EIS.
PLN 02-19	Complete Zoning By-law	20,000	20,000	20,000	-	9,537	9,537	48%	Consultant started Jan 2022
PLN 01-20	Community Benefits Charge Strategy	40,000	40,000	40,000	-	-	-	0%	In 2022 will do high level feasibility study to determine if Community Benefits Charge Strategy
PLN 01-21	Lot 177 Environmental Impact Study.	45,000	45,000	45,000	-	-	-	0%	Not yet started.
PLN 02-21	Vision and Design for Town Square.	20,000	20,000	20,000	19,553	-	19,553	98%	In progress.
PLN 03-21	Comprehensive Parking Study	60,000	26,325	26,325	7,472	300	7,772	30%	In progress.
PLN 04-21	Future Urban Land Needs Analysis.	20,000	20,000	20,000		-		0%	Not required. Need to do Council report to move funds to East Fenwick Secondary Plan.
PLN 05-21	East Fenwick Secondary Plan.	10,000	10,000	10,000		-		0%	Not yet started.
Total Community Planning & Development		235,000	195,056	195,056	27,025	23,568	50,593	26%	
MUNICIPAL DRAINAGE									
DRN 01-20	Replace Farm Culverts	30,000	30,000	30,000	-	-	-	0%	Completed.
DRN 02-20	Update Assessment Schedule for Big Creek Drain	65,000	65,000	65,000	1,368		1,368	2%	In progress
DRN 01-21	Ridgeville and Nunn Municipal Drains Update to Assessment Schedule.	50,000	50,000	50,000	-	39,280	39,280	79%	In progress
Total Municipal Drainage		145,000	145,000	145,000	1,368	39,280	40,648	28%	
Grand Total		\$ 15,009,968	\$ 8,114,995	\$ 7,658,408	\$ 2,416,509	\$ 1,571,745	\$ 3,988,254	52%	

Sarah Leach

Subject: RE: 1145 Pelham Street

From: Paul Watson [REDACTED]
Sent: Tuesday, November 8, 2022 4:24 PM
To: Shannon Larocque <SLarocque@pelham.ca>
Subject: 1145 Pelham Street

Good Afternoon,

Wanted to send letter of support for the 1145 Pelham Street Project. I think it's a good size, design and would have minimal impacts on traffic, noise and light pollution. I reccomend the zoning by -law amendment be accepted.

Sarah Leach

To: Shannon Larocque; Greg Lipinski
Cc: Holly Willford
Subject: RE: 1145 Pelham Street zoning by-law amendment application

From: Greg Lipinski [REDACTED]
Sent: Tuesday, November 8, 2022 4:17 PM
To: Shannon Larocque <SLarocque@pelham.ca>
Subject: 1145 Pelham Street zoning by-law amendment application

Hi Shannon,

I am emailing to voice my strong support for this ZBA application.

The comments I read in The Voice's article was absolutely disgusting, especially as a young professional that would love to eventually own a housing unit in this town. Right now, it is near impossible.

Despite local residents voicing their uninformed opinions of this project, these are the infill projects this Town needs in order to accommodate more housing for this country, region, and Town's growing population. Continuing with the "tradition of building 1-2 storey home subdivisions" will not lead us to a bright future. It will only set us back, and our housing deficit will continue to grow larger and more critical. This is a very different world than it was thirty years ago, and will be even more so in the next thirty years.

Kind regards,

Gregory Lipinski, B.U.R.Pl



164 Regional Road 20 W., Fonthill, Ontario L0S 1E0

November 29, 2022

Good Morning:

My name is Massimo Citrigno of Mossimo's Pizza & Subs Ltd., a long time Pelham Business owner and resident in Pelham. I understand there has been some discussion around the development of 1145 Pelham St. Fonthill proposed by Duliban Family Holdings as a 47-unit 4 story luxury residential apartment with rooftop terrace

I am writing to you to provide my unconditional support for this rezoning application and proposed development this luxury residence that members of our community will be proud of. We have dealt with Adam & Jason Duliban for over 10 years, and very grateful of our relationship with them. Through their many charitable efforts throughout the town of Pelham and their vision for this building it is clear to me that they want the best for our beloved town and making a significant investment to assist in this. This development makes sense in many ways in accordance with what the province has stated what they want, most notably the fact its on an arterial roadway, close to downtown with ample space for parking and designed/owned by caring locals with the sole intention of providing local residences a place to stay and prosper within Pelham. This project should be evaluated on its own merit and seen for what it is and not be grouped into other projects. I understand that residents may focus exclusively on what they want to have (or not have) in their backyard-but this personal focus vs what is best for the Town of Pelham both short and long term are two different things.

Information about your company and a commitment to community

Covid 19 has shown and reminded us how important our local businesses are to the community along with individuals born and raised from our town able and willing to make significant capital investments to aid in our future. A luxury residence of this nature will serve a population base starved for such facility in Fonthill and act as tremendous 'welcome' as people make the turn from Weiland into Pelham,

I thank you for your time and remain available at any time to discuss

A handwritten signature in blue ink, appearing to read "Massimo Citrigno", with a stylized flourish at the end.

Massimo Citrigno

Owner Operator of Mossimo's Pizza & Subs

From: Tom Duliban [REDACTED]
Sent: Monday, November 28, 2022 3:32 PM
To: clerks pelham <clerks@pelham.ca>
Subject: 1145 Pelham Street

Good Morning

Our names are Tom and Linda Duliban and we have been life long Pelham residents which represents over 50 years each. Throughout our lives here, we have seen many major development projects including Lookout Village, The old Pelham Arena, The Meridian Center, many downtown apartment buildings, Uptown Square, Lookout Ridge Retirement home, Fonhill Shopping Center and also many residential subdivision projects including Berkhout subdivisions and Spruceside subdivisions which I played on these fields as a young boy! Each project brought local controversy but in the end was beneficial to the growth of our town!

There has been some discussion around the development of 1145 Pelham St. Fonhill proposed by Duliban Family Holdings as a 47 unit 4 story luxury residential apartment with rooftop terrace.

I am writing to you to provide my unconditional support for this rezoning application and proposed development of this luxury residence that members of our community will be proud of. We, as parents of Jason and Adam Duliban are proud that they want to contribute to the community as we also did in our business careers in Pelham! Through their many charitable efforts throughout the town of Pelham and their vision for this building it is clear to me that they want the best for our beloved town and are making a significant investment to assist in this. This development makes sense in many ways in accordance to what the province has stated what they want, most notably the fact it's on an arterial road way, close to downtown with ample space for parking and designed/owned by caring locals with the sole intention of providing local residences a place to stay and prosper within Pelham. This project should be evaluated on its own merit and seen for what it is and not be grouped into other projects. I understand that residents may focus exclusively on what they want to have (or not have) in their backyard-but this personal focus vs what is best for the Town of Pelham both short and long term are two different things.

Covid 19 has shown and reminded us how important our local businesses are to the community along with individuals born and raised from our town able and willing to make significant capital investments to aid in our future. A luxury residence of this nature will serve a population base starved for such facility in Fonhill and act as tremendous 'welcome' as people make the turn from Welland into Pelham,

I thank you for your time and remain available at any time to discuss

Tom and Linda Duliban

Sent from my iPad

December 4, 2022

To whom it may concern,

Good morning,

My name is Ryan Bissonnette and I have been a Pelham business owner for the better part of a decade. I understand there has been some discussion around the development of 1145 Pelham St. Fonthill proposed by Duliban Family Holdings as a 47 unit, 4 story, luxury residential apartment with rooftop terrace.

I am writing to you to provide my unconditional support for this rezoning application and proposed development of this luxury residence that members of our community will be proud of. We have dealt with Adam & Jason Duliban for over 10 years and are very grateful for our relationship with them. Through their many charitable efforts throughout the town of Pelham and their vision for this building it is clear to me that they want the best for our beloved town. The Duliban's have without reservation, continued to enhancement the development, workforce and esthetic appearance of our community. This proposed development makes sense in many ways in accordance with what the province has stated they want. Most notably, the fact its on an arterial roadway and close to downtown with ample space for parking. It is designed and owned by local professionals with the sole intention of providing local residents a place to stay and prosper within Pelham. This project should be evaluated on its own merit and seen for what it is and not be grouped into other projects. I understand that residents may focus exclusively on what they want to have (or not have) in their backyard, but projects of this nature must be evaluated based on the short and long term value they add to Pelham.

I am a partner at Root Bissonnette Walker LLP, a professional accounting firm offering services to companies, non-profit organizations and individuals including accounting, audit, advisory, tax compliance and tax planning needs. We are based in Pelham and take great pride in our community. As business owners that have lived in Niagara for many decades, we value the progressive advancement in our community and are proud to endorse the community bettering itself.

Covid 19 has shown and reminded us how important our local businesses are to the community along with individuals born and raised from our town able and willing to make significant capital investments to aid in our future. A luxury residence of this nature will serve a population base that Fonthill would be proud to call its residents.

Yours truly,



Ryan Bissonnette, CPA, CA
Partner, Root Bissonnette Walker LLP

December 7, 2022

Dear Mayor Junkin, Town of Pelham Council & Town Planning Department

RE: Response to Upper Canada Consultant's (UCC) Letter Dated November 8, 2022 for 1145 Pelham Street Re-zoning By-law Amendment Application (File AM-06-22)

We the residents living in and around 1145 Pelham Street would like to express our extreme disappointment regarding the responses provided by UCC in the above-noted correspondence. We had hoped for a more receptive and collaborative approach from the Builder/Developer regarding the extensive adverse impacts we identified, which the proposed building will have on our lives, lifestyle enjoyment, home values and neighbourhoods.

We believe it prudent to provide our responses to those comments provided in the above noted correspondence. Our comments provided below are in the order identified in the UCC Letter.

1) Rendered Photos

The cut & paste image is a false and misleading illustration for building elevation in relation to the surrounding 1 and 2 story homes and the plaza next to the proposed building site. This image should be disregarded, as it is inappropriate and deceiving.

2) Builder's Goal

Family legacy and increased personal wealth accumulation are acceptable goals, provided they are not to the detriment of long-standing current landowners, their property values, home ownership enjoyment, their living in Fonthill enjoyment, and their backyard lifestyle enjoyment. This 5-story building infringes negatively on all aspects of the current neighbourhood's home ownership, which is unacceptable.

3) Luxury Rentals

While we understand that any 'new build' will be nice looking as a stand-alone unit, this project is not a luxury building, and will 'stick out like a sore thumb' in this low-density residential neighbourhood. The current 3-story General Commercial (CG-89) zoning is better suited to the neighbourhood being compatible with the homes that have existed here for many years. Our suggestion, having heard that the Builder/Developer does not want commercial space, is for a maximum 3-story building (maximum 35 unit + 1 guest suite), and

is a compromise, and is in keeping with the Town's current Planning Policy for growth and would be acceptable in this neighbourhood and at this site location.

4) Parking

The overflow needed for parking remains a real concern for neighbourhood residents on Tanner, Fallingbrook, Wilson Crossing and Spruceside. We know that those living in Fontheil are multi-vehicle owners. Fontheil may want to be known as a 'walkable community,' but that is for social, recreational, and fitness pursuits. We need cars to get to and from work and school, for groceries and other shopping, children's multiple activities, and to visit friends and family. The overflow of cars parked on our streets will lead to increased car vandalism and theft when no one in the immediate vicinity owns the cars. This increases the neighbourhood's risk of criminal activity, not something anyone would consider a positive or acceptable outcome.

5) Current Zoning

The UCC statement referencing, and assuming, that commercial operations would have a negative impact on local residents for noise, traffic, and nuisance is the exact same negative impact the actual local residents have for their 5-story proposed building due to its size and dense population. The small 4-unit commercial plaza located beside 1145 Pelham has not negatively impacted the community due to the style and size of the businesses that operate in that location. It is not known if any increased negative impacts would occur with an 8-unit commercial space.

We want Town Staff, Town Council, and the Mayor to approve a maximum 3-story building, with a maximum 35 + 1 unit, for 1145 Pelham, or leave the current CG-89 zoning, as it stands.

6) Light Pollution

There are two types of intrusive light pollution, those from the building units, and those from the parking lot, due to the vehicle headlights. We know from lived experience, not some random artificial study, that pole lighting does in fact currently filter, annoyingly, into our homes each and every night from the current small plaza located beside 1145 Pelham Street. Adding more light poles and apartment unit lighting will negatively add to this issue.

Additionally, fencing and trees do not block out vehicle headlights. Those lights infiltrate between branches and fencing directly into our bedrooms and family room windows.

7) Trees/Landscaping

The size and number of trees needed to provide adequate privacy for a 5-story building far exceeds what is illustrated on the UCC documents. Their illustration demonstrates acceptable curb appeal and does not address the issue of adverse impacts of light, noise, and privacy.

8) Not Financially Viable

Although we disagree that a 3-story building would not be financially viable, we believe this is not a Planning Policy or Re-zoning issue and dismiss this comment as irrelevant for the Town and Council's consideration.

9) Snow

Snow plowed to landscaped areas for storage means adjacent homeowners will have to deal with the negative impacts of melting snow run-off, along with gravel and debris in their yards.

10) Privacy and Lifestyle Enjoyment

The Town's website states, *"....With state-of-the-art facilities (Meridian Community Centre) to heritage sites (Comfort Maple Conservation Area), Pelham embraces technological and urban change while preserving a small-town feel and nostalgia of days gone by. Welcome to Pelham, we hope you'll stay a while."* Unfortunately, what we are witnessing is our neighbours in this area around 1145 Pelham considering and, in some cases, putting their homes up for sale. For many of us, we are long time (30+ years) residents in these particular homes around 1145 Pelham. We do not want to be forced out, nor should we have to be.

The Builder/Developer considers our privacy concerns to be "limited." This is inaccurate from a building development standpoint, as a 5-story building is both large and high, in comparison to the surrounding homes. The adverse impact on our privacy is a real and paramount concern. The tree-lined properties do not actually provide privacy as many have been removed, others are dying, while others are at the top of their life expectancy. Current fencing is not near high enough, compared to 5-stories for actual privacy. We live in our backyards for most of the 3 outdoor seasons, invested in yard improvements and believe the proposed by-law amendment would substantially decrease our home values and, more importantly, our home ownership lifestyle enjoyment. We loose, in the Town's own words, "the small-town feel and nostalgia of days gone by."

This particular rezoning by-law amendment application does not need to happen to achieve growth development at 1145 Pelham Street. A maximum 3-story, maximum 35 + 1 unit residential building by-law amendment would achieve growth development, and at the same time, be inline with the current neighbourhood and residents' lifestyle, helping to preserve Fonthill's small-town feel and charm.

11) Road Access, Transportation Report and Safety

Pelham Street is not safe, as cars speed down it, and the new improved roadway will not deter speeding, it may in fact increase speeding. There will be increased traffic flow on Pelham Street, combined with the building to be developed at 1 Pancake Lane, and all other potential building developments. The cross walk at Spruceside and Bacon does not substantially reduce speeders, as it is a push button system.

The traffic report supplied by UCC, while produced by 'experts' did not evaluate speeding nor increased volume from other buildings along Pelham Street. It is a flawed report based on missing data. We expect that any building design at 1145 Pelham will negatively impact the vehicle and pedestrian traffic and safety. In our view, the Town Council and Town Staff would be wise to address the root problems before making any final decision on this by-law amendment application.

In conclusion, those who are most closely impacted by this by-law rezoning amendment application (126 pen & papers signatures + 242 online Change.org signatures) would like the Town Staff report to recommend rejecting this particular by-law zoning amendment. Additionally, if necessary, based on a different Town Staff report recommendation, then we would want Town Council to reject the application.

Our objections are not based on the "not in my backyard" (NIMBY) mentality, rather one of prudent planning, and respect for the adverse impacts on current residents and homeowners.

We support in-fill development, when the building design is:

- reasonable,
- suited to the current neighbourhood,
- affordable, and
- suited to the size of lot and proximity to those already living in the neighbourhood.

This is not what this by-law rezoning amendment application seeks to achieve.

Thank-you Barb Wiens and Shannon Larocque for meeting with us on December 6 to discuss this matter, and to further consider this written submission.

Thank-you Councillors Hildebrandt and Niznik for listening to the residents for your Ward.

Thank-you, in advance, Mayor Junkin and Town Council, for listening to our concerns and providing consideration regarding how any rezoning impacts affects us, as the residents of Pelham, those you seek to serve.



Regards,

Gail Belchior (Fallingbrook Drive) on behalf of those residents living on Fallingbrook, Spruceside, Tanner, Wilson Crossing, and Pelham Streets and other connecting roads.

Shannon Larocque

From: Barbara Wiens
Sent: Tuesday, November 29, 2022 12:43 PM
To: Shannon Larocque
Subject: FW: 1145 PELHAM STREET REZONING AMENDMENT

Fyi.....



Barbara Wiens, MCIP, RPP
Director, Community Planning and Development
Town of Pelham
D: 905-980-6658 | E: bwuens@pelham.ca
T: 905-892-2607 x316
20 Pelham Town Square | PO Box 400 | Fonthill, ON | L0S 1E0

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From: Glen and Ronda Ireland [REDACTED]
Sent: Tuesday, November 29, 2022 12:21 PM
To: Bob Hildebrandt <BHildebrandt@pelham.ca>; Shellee Niznik <SNiznik@pelham.ca>; John Wink <JWink@pelham.ca>; Brian Eckhardt <BEckhardt@pelham.ca>; Wayne Olson <WOlson@pelham.ca>; Marvin Junkin <MJunkin@pelham.ca>; Kevin Ker <KKer@pelham.ca>; diana.huson@niagararegion.ca; Barbara Wiens <BWuens@pelham.ca>
Cc: [REDACTED] Glen and Ronda Ireland [REDACTED]
Subject: 1145 PELHAM STREET REZONING AMENDMENT

Hello,

As a neighbouring property owner of the proposed 5 story apartment building to be located at 1145 Pelham Street I have concerns.

Pelham was founded and developed on agriculture and green space yet green space is now a low priority in Pelham and in Ontario.

I feel it's necessary to voice my objection to the Upper Canada Consultants application for 1145 Pelham Street Multiple 2 RM2 Zone. In general, I find the applicant's Planning Consultant, Upper Canada Consultants proposal barely holds to minimum provision/requirements and I fear the end result will be a concrete tower sitting on a pile of asphalt that would depreciate the legacy the single family homeowners have today and plan for the future.

Below are points of concern:

1. Minimum Front Yard - Provision states 1/2 building height or 7.5m whichever is greater. A blurry diagram received reflects 6.03 m which doesn't appear to meet requirement of RM2. Being this proposed property will be amongst residential single family homes and located on a dangerously busy

road, a building this size needs to be further off the road allowing for single family homeowners to maintain their legacy and provide safe viewing of traffic patterns. Also, a small plot of grass in front yard will die from winter salting and gravel debri and in the end poor curb appeal.

2. Minimum Landscape - There is minimal landscape for this large building and would be a disgrace to a town founded on green space.
3. Amenity Area - Provision states amenity area for recreation be provided. This developer is providing 'small' area on 5th floor and a small patio on roof top as the amenity / rec area for 42 units. Not enough amenities for a "luxury" claim and \$800 sq/ft rent.
4. Parking - 70 parking spots in total. Diagram shows all parking spots border single family property lines. It would be safer and considerate if some parking were spread to opposite side of building where commercial businesses exist. *Additionally, a single access to such a large parking lot could be traumatic.* There's currently so much traffic "racing" on Pelham St. the vibration not only feels like a race track but noise so excessive it sounds like a race track, in summertime we shout to one another to be heard or don't attempt to try to talk over the racing motors. It would be safer and considerate if some parking were spread to opposite side of building where commercial businesses exist and add another access opening. I was told a single entrance to proposed parking lot, and congregated East and South parking, is due to a Town crosswalk planned for the West side of the proposed building. The crosswalk is planned to cater to the residents behind 1145 Pelham St property so they can access a park on Spruceside.

PLEASE TELL ME A PEDESTRIAN CROSSWALK NOT LOCATED AT AN INTERSECTION IS GOING TO TAKE PRIORITY OVER TWO POINTS OF ACCESS TO A LARGE APARTMENT BUILDING AND ROAD SAFETY ON ONE OF THE BUSIEST ROADS IN FONTHILL.

5. Luxury residential apartment claim -- luxury buildings provide amenities and spacious units, not 400 - 600 sq foot dwellings with a price tag of \$800/sq. Currently waterfront in Grimsby is renting for \$1,800 (one bedroom) - \$2,600 (2 bedroom) and include underground parking, a gym, a pool and a restaurant on site. The rent tag for the proposed apartments is simply ludicrous and a sign of greed. With virtually no employment in town and commuter routes inconvenient, who is the prospective clientele? Given the benefit of doubt, let's look out 10-15 years when the baby boom population fades and GTA commuters find it's too expensive and congested to commute at all, is this when we have vacancy and for sale signs posted on every corner of Town?

Based on the conflicts that exist between space allotted and space planned, my recommendation is NOT to rezone as RM2 at 1145 Pelham Street.

My hope is to preserve the beauty Pelham was founded on and maintain safe roads, at same time, set precedence for future growth that benefits everyone in our community today and in the future.

Ronda Ireland

■ Spruceside Crescent
Fonthill

Board of Directors' Meeting Highlights – November, 2022

The Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) held a Special Meeting electronically on Friday, November 4, 2022, followed by a regular monthly meeting on November 18, 2022 with a limited number of Board Members attending proceedings at the Ball's Falls Centre for Conservation. Highlights from the meetings included:

Special Meeting of the Board of Directors – Friday, November 4, 2022:

Policies for Planning and Development in the N P C A Watersheds and NPCA Planning and Permitting Procedural Manual

At this special meeting convened electronically, the Board of Directors received a presentation and subsequently approved the NPCA Policy Document for Planning and Development in the Watersheds of the Niagara Peninsula Conservation Authority along with the NPCA Planning and Permitting Procedural Manual. Provisions relating to wetland buffers were referred to the NPCA Governance Committee for further review.

Bill 23, *More Homes Built Faster Act*, 2022

The Board received a report and directed that the NPCA's comments on Bill 23, *More Homes Built Faster Act*, 2022, be submitted to the Standing Committee on Heritage, Infrastructure and Cultural Policy. The NPCA's comments on Bill 23 were to be further posted on the NPCA's digital platforms and distributed to its partners and stakeholders.

Source Protection Authority Meeting – November 18, 2022

Source Protection Committee Chair Re-Appointment

Meeting as the Source Protection Authority on November 18, the Board welcomed the re-appointment of Source Protection Committee Chair, Bill Hodgson and approved updates to the Operating Policy within the Committee Member's Handbook.

Regular Board of Directors' Meeting – November 18, 2022

Proposed Amendments to the Greenbelt Plan, The Greenbelt Area Boundary Regulation and The Oak Ridges Moraine Conservation Plan

The Board instructed staff to provide comment to the Minister of Municipal Affairs and Housing regarding proposed amendments to the Greenbelt Plan, the Greenbelt Area boundary regulation (O. Reg. 59/05) and the Oak Ridges Moraine Conservation Plan and to provide submissions to the province on the related ERO's.

Buffers to Wetlands

Following previous referral to its Governance Committee, the Board approved a section in the NPCA Policy Document to prescribe a minimum 30 metre buffer around all Provincially Significant Wetlands (PSW). For Non-Provincially Significant Wetlands, a minimum 30 m buffer was prescribed, which could only be reduced if there is no other reasonable alternative and the proposed buffer reduction was supported by science through an Environmental Impact Study (EIS). The policy does not prevent a buffer from being increased based on the findings of an EIS.

2023 Fees Schedule

With recent amendments to the Conservation Authorities Act, the NPCA reviewed and updated its fees schedule for programs and services provided by the Conservation Authority. As a result, updated fees were approved by the Board on November 18, and will be circulated to stakeholders and partners, and published on the NPCA website.

Draft Budget and Municipal Levies

The Board approved its 2023 draft budgets and municipal levies for discussion with municipal staff, and established targeted Land Securement Reserve contributions as per the Land Securement Strategy for further consideration to municipal partners.

Links to Agendas, Minutes, and Video:

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

December 8, 2022

David Cribbs, CAO
Town of Pelham
20 Pelham Town Square
P.O.Box 400, Fonthill, ON
L0S 1E0

Dear Mr. Cribbs,

On behalf of the Welland/Pelham Chamber of Commerce I would like to respectfully request that a member of council be appointed to represent the Town on our Chamber of Commerce Board.

We have had a very long and meaningful relationship with the Town, and we believe that having a person who can share information back and forth between our organizations would be beneficial. We strongly feel that there are opportunities for us to support each other for the betterment of Pelham businesses and citizens.

Our Board meets monthly, with the exception of July and August. Eight of the meetings are via zoom; 2 of the meetings are in person with Board Members of the other South Niagara Chambers. The virtual meetings are typically 1 to 1 1/2 hours with the in person meetings being 2 hours. In addition, there would be opportunities to participate in roundtable meetings as per the individual's interest and expertise and attend events as their schedule allows.

Please let me know if you require any additional information. As always, I thank you for the consideration!

Kindest regards,



Dolores Fabiano
Executive Director

**Greater Fort Erie Chamber of Commerce, Chamber of Commerce Niagara Falls, Canada,
Welland/Pelham Chamber of Commerce, Port Colborne-Wainfleet Chamber of Commerce**

Subject: Amendment to Procedural By-Law to Permit Continued Electronic Participation in Meetings until March 31, 2023

Recommendation:

BE IT RESOLVED THAT Council receive Report #2022-0286 Clerks –Amendment to Procedural By-Law to Permit Continued Electronic Participation in Meetings until March 31, 2023;

AND THAT the proposed amendments to the Town of Pelham Procedural By-Law as outlined in Appendix 1, be approved, thereby facilitating electronic meetings participation until March 31, 2023 for Council, Special Council, Committee of Adjustment, Committee of Council and Advisory Committee.

Background:

The *Municipal Emergency Act* was enacted by the Province on March 19, 2020, amending the *Municipal Act, 2001* provisions regarding electronic participation to allow participation electronically to count toward quorum, and to permit Members of Council to participate in closed session meetings electronically in circumstances when an emergency has been declared.

On March 23, 2020 Council for the Town of Pelham amended the Town's Procedural By-law 4107(2019) to provide for electronic meetings during a declared emergency, in accordance with the new *Municipal Act, 2001* provisions.

On July 21, 2020, the Province made further amendments to the *Municipal Act, 2001*, through the enactment of Bill 197, the *COVID-19 Economic Recovery Act, 2020*. Amendments provided authority to permit members of municipal councils to continue to participate electronically in both open and closed meetings and be counted toward quorum, even in the absence of a declared emergency. The amendments allow municipalities to provide that a member of council, of a local board, or of a committee of either of them, can participate electronically in a meeting and may be counted in determining

whether or not a quorum of members is present, and can participate electronically in a meeting that is open or closed to the public.

On March 23, 2020 Council amended the Town's Procedural By-law to allow for electronic meeting participation during a declared emergency, by Amending By-law No. 4217 (2020).

On May 4, 2020 Council amended the Town's Procedural By-law to include additional electronic meeting procedures by Amending By-Law No. 4231(2020).

On August 10, 2020 Council amended the Town's Procedural By-law to allow for a continuation of electronic meeting participation until December 31, 2020 by Amending By-law No. 4269(2020).

On December 7, 2020 Council further amended the Town's Procedural By-law to allow for a continuation of electronic meeting participation until August 31, 2021 by Amending By-law No. 4296(2020).

On July 26, 2021 Council further amended the Town's Procedural By-Law to allow for continuation of electronic meeting participation until March 31, 2022 by Amending By-Law No. 4362(2021).

On July 26, 2021 Council further amended the Town's Procedural By-Law to allow for continuation of electronic meeting participation until March 31, 2022 by Amending By-Law No. 4362(2021).

On February 7, 2022 Council further amended the Town's Procedural By-Law to allow for continuation of electronic meeting participation until December 31, 2022 by Amending By-Law No. 4422(2022).

This report seeks Council approval to allow electronic participation in meetings to be permitted until March 31, 2023. Approval of this report will provide public notice that the Town intends to amend the Town's Procedural By-law to allow for electronic participation to at least March 31, 2022.

Analysis:

At the time of writing this report the COVID-19 pandemic is ongoing and numbers have been increasing. Furthermore, Niagara Public Health has cautioned this year's flu (influenza) is highly contagious and affecting the vulnerable population significantly.

In addition to health concerns, Town Hall is undergoing significant renovations which will affect Council Chambers in both December 2022 and January 2023. Although it is possible to physically meet at the Meridian Community Centre ("MCC") it is a significant amount of work for staff to physically organize and set-up/take-down the Accursi Room and install/uninstall audio and video equipment. Moreover, regularly booking the Accursi Room removes a revenue source for the Town and eliminates community space.

Staff recommend Council approve extending the ability to meet electronically until March 31, 2023 while Council considers the newly proposed Procedural By-Law which allows a permanent electronic / hybrid meeting solution.

Financial Considerations:

There are no financial implications to continuing with virtual meetings of Council and Committees. The exact cost of holding physical meetings is unknown, however there are costs associated between lost revenue and staff wages needed to set up the space for Council.

Alternatives Reviewed:

Council can decide to not permit electronic participation in meetings to continue past December 31, 2022, which would require personal attendance at meetings of Council and all Committee effective January 1, 2023. This is not recommended.

Strategic Plan Relationship: Risk Management

Staff continue to recommend the continuation of the electronic model of Council and Committee meetings to minimize the risk to the health and well-being of Council, staff and residents.

Consultation:

SLT.

Other Pertinent Reports/Attachments:

A copy of the proposed by-law, in Draft, is appended.

Prepared and Recommended by:

Holly Willford, B.A.
Town Clerk

Prepared and Submitted by:

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

The Corporation of the Town of Pelham

By-law No. XXX(2022)

Being a by-law to amend By-law No. #4107(2019), as amended by By-laws 4296(2020), 4362(2021) and 4422(2022), being by-laws to govern the proceedings of the Town of Pelham Council, its Committees, the conduct of its members and the calling of meetings, to provide for Electronic Meeting Participation for the Council of the Town of Pelham, the Committee of Adjustment and Advisory Committees.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, section 238 provides that a municipality shall establish a procedure by-law to govern meetings;

AND WHEREAS The Corporation of the Town of Pelham has enacted Procedure By-law #4107(2019), as amended;

AND WHEREAS on July 21, 2020, *Bill 197, COVID-19 Economic Recovery Act*, received royal assent and includes provisions to amend the *Municipal Act 2001*, to allow members of municipal councils to continue to participate electronically in both open and closed meetings and be counted toward quorum, even in the absence of an emergency;

AND WHEREAS Section 239(3.1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the applicable procedure by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting to the extent and in the manner set out in the by-law;

AND WHEREAS The Corporation of the Town of Pelham considers it desirable to be able to continue to hold Council meetings electronically for the foreseeable future;

NOW THEREFORE the Council of The Corporation of the Town of Pelham **ENACTS** as follows:

1. THAT Procedure By-law #4107(2019), as amended, be and is hereby amended, as follows:

Section 13 (vi) repealed and replaced with the following:

vi) Electronic participation by more than one Member/member shall only be permitted **until March 31, 2023** in consideration of the public health advice to limit the spread of COVID-19;

2. THAT By-law #4107(2020), as amended by By-law 4296(2020) and By-law 4362(2021) and amended by By-Law 4422(2022), be amended to repeal and replace all reference to December 31, 2022, with "**March 31, 2023**" with respect to electronic meetings;

3. This By-law is enacted accordance with section 238(3.4) of the *Municipal Act, 2001*, as amended, and shall hereby come into effect as of the date and time of its passing, and shall be deemed repealed

and no longer in force at 12:01 a.m. on **April 1, 2023**, unless otherwise extended or repealed by Council.

Enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk

Subject: City of St. Catharines Dispatch Agreement 2023

Recommendation:

BE IT RESOLVED THAT Council receive Report #2022-0285 – City of St. Catharines Dispatch Agreement 2023;

AND THAT the dispatch agreement between the Town of Pelham and the City of St. Catharines be approved;

AND THAT Council consider approving the associated by-law.

Background:

The City of St. Catharines communications division has provided dispatch services to the Town of Pelham Fire Department for the past 25 years.

In 2022 the current agreement will expire. In order for Pelham to continue dispatch services a new agreement has been drafted for review. For these services to be continued the agreement and will need to be approved and signed by the Mayor and Clerk.

Analysis: Dispatch services are first line of response to emergency and non-emergency incidents. St. Catharines communications has provided a quick, highly efficient, problem free services not only to Pelham, but also to 10 (ten) other municipalities. Pelham fire department would like to continue receiving St. Catharines services for the duration of the new contract.

Financial Considerations:

Costs associated with this service are an annual operational budget item. Annual cost adjustments are listed in the attached agreement.

Alternatives Reviewed:

None. There are essentially no viable alternatives to this course of action; the Fire Service must be supported by a 911 system. St. Catharines operates the system in Niagara on behalf of all municipalities which utilize the appropriate technology.

Strategic Plan Relationship: Strong Organization

911 is a critical service which enables the Pelham Fire Department to promptly respond to calls for service. This agreement is necessary to continue participating in the 911 service.

Consultation:

St. Catharines communications, Town of Pelham legal department, Niagara regional fire chiefs.

Other Pertinent Reports/Attachments:

Proposed Agreement

Prepared and Recommended by:

Bob Lymburner, Fire Chief
Director of Fire and By-law Services

Prepared and Submitted by:

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

1. St. Catharines agrees to provide the Recipient with emergency communications services and required backup operations for a fifteen (15) year period commencing on January 1, 2023 to continue until December 31, 2037 (the “Term”).
2. The Recipient agrees that it shall be responsible to pay to St. Catharines the annual sums as highlighted in yellow on Schedule “A” attached hereto. In every case the annual amounts shall be payable by the Recipient in quarterly instalments, in advance and upon the receipt of an invoice from St. Catharines.
3. The parties hereto agree that in the event St. Catharines should be successful in negotiating additional users to this emergency communications service, that the rate referred to herein may be renegotiated to reflect other users, however the Recipient’s share will not increase except as outlined in paragraph 2 herein.
4. Any subsequent renewal of this Agreement is subject to changes in terms and conditions, including fees payable, as agreed to by the parties.
5. St. Catharines, together with all Municipalities that have an agreement with St. Catharines for the provision of fire dispatch services, shall form a Joint Operating Committee (hereinafter “JOC”) to oversee the provision of emergency communications services including Geographical Information Systems, Information Technology, Standard Operating Guidelines, and performance targets for St. Catharines’ Emergency Communications Centre (hereinafter the “Centre”). This JOC will consist of the Fire Chief, or his or her deputies, of St. Catharines, the Fire Chiefs, or their deputies, of each municipality for which St. Catharines provides dispatch services, and communications support personnel.
6. The JOC shall hold two (2) meetings per year during each year of the Term, and all meetings of the JOC shall have an agenda and recorded minutes.
7. On an ongoing basis the JOC shall review staffing and service levels of the Centre and shall forward any recommendations to the CAO’s of each municipality.

8. The parties acknowledge that:

- a) The overall responsibility for the Communication Division of the St. Catharines Fire Services will be under the direction of a senior (non-union) member of the St. Catharines Fire Services.
- b) After hours and holiday supervision of the Centre will be provided by Communications Coordinators, and/or the on duty Platoon Chief of the St. Catharines Fire Services;
- c) Operating costs to staff, operate, maintain, repair and replace the Centre will be determined by St. Catharines in its sole discretion. Capital costs will include costs for dispatch equipment and any peripheral devices, but will exclude costs for the interior or exterior of the building;
- d) A minimum of two (2) Public Safety Telecommunicators will be present at the Centre at all times; and
- e) City of St. Catharines Information Systems support staff and Radio Technician will be available Monday to Friday 8:30am to 4:30pm for any supported platforms. After hours assistance shall be coordinated through the on-call St. Catharines Senior Officer.

9. The Recipient shall be responsible for the following:

- a) To provide high speed internet connections dedicated to each station printer and terminal which is to receive the computer aided dispatch transmittals from St. Catharines;
- b) To provide existing or compatible radio systems and hardware to receive the transmittals from St. Catharines;

- c) To maintain all required equipment, owned by the Recipient , including its radio system and hardware and high speed internet connection, in good working order at all times;
- d) To provide master response information run cards and any other pertinent information;
- e) To provide St. Catharines and/or St. Catharines' geographical information systems (GIS) provider all necessary information for the operation of the dispatch system, including but not limited to maps, single line road network data, hydrant locations, assessment data, and any and all other pertinent data as required by the Fire Chief for St. Catharines and to immediately notify St. Catharines of any inaccuracies it discovers;
- f) To continue to be responsible for receiving all non-emergency and business calls directly;
- g) To pay costs for any additional work arising in relation to this Agreement but that is not specifically identified herein; and
- h) To upgrade all of the Recipient's radio systems used for communication under this Agreement to that of a digital standard prior to the end of the Term or upon earlier instruction by St. Catharines, at the Recipient's expense.

10. St. Catharines agrees that it shall:

- a) Provide the Recipient with computer aided fire dispatch (CAD) services twenty-four (24) hours a day, seven (7) days a week, which services shall include the receipt, recording and retransmission of all calls for Fire Department Emergency Services for the Recipient, other than non-emergency and business calls as set out in paragraph 9 f) herein;

- b) Maintain the equipment located in St. Catharines, and other locations as may be required from time to time for the provision of the services outlined herein;
- c) Retain all voice recordings for a period of up to one hundred and eighty (180) days and all written and CAD records for a period of up to seven (7) years, and provide copies of secure voice recordings upon request from the Fire Chief of the Recipient;
- d) Provide monthly and annual call for service reports to the Recipient based on dispatch time reports, call volume and nature of the calls;
- e) Provide the necessary training and supervision to ensure that its employees are in compliance with the Operational Guidelines of St. Catharines Fire Service and shall work towards operating at the National Fire Protection Association 1710 and Chapter 15, Standard for Dispatch Operations Level (hereinafter "NFPA 1221"). The parties acknowledge that such performance targets are targets only and not an obligation of St. Catharines; and
- f) Use best efforts for communications personnel to meet the current edition of NFPA 1061 Standard for Public Safety Telecommunicator Professional Qualifications, without prejudice.

11. All computer aided dispatch incident records and data in connection with an incident ("Data") will belong to the party to which the incident relates, or as required by federal or provincial legislation. Each party will be responsible for the storage, integrity, retention and destruction of its own Data. St. Catharines will not be responsible for the Recipient's storage, integrity, retention or destruction of its Data.

12. The parties agree that either party shall have the right to terminate this Agreement, for any purpose whatsoever, by giving twenty-four (24) months prior written notice to the

other party, and no compensation shall be payable for any damages incurred.

13. If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give a notice in writing of the breach to the defaulting party and request that the default be remedied. If the party in breach fails to remedy the breach within fifteen (15) days after the date of written notice, then this Agreement may be terminated by written notice of termination given by the complaining party, such termination to be effective fifty (50) days from the date of the notice of termination. In the event that notice of termination is provided by either party, St. Catharines shall continue to provide the services described herein until the effective date of the termination.

14. The Recipient acknowledges that St. Catharines has incurred substantial costs in upgrading the emergency services infrastructure required to provide the services in this Agreement. If this Agreement is terminated prior to the expiration of the Term, either by the Recipient providing notice under section 12, or as a result of the Recipient's breach of this agreement under section 13, the Recipient shall continue to pay the annual sums in accordance with section 2, as well as any other costs which become owing, until all such payments which are owed throughout the Term of this Agreement or would have been owed but for the earlier termination, are paid for in full.

15. Each party to this Agreement (the "First Party") shall indemnify and hold harmless the other party and its officers, directors, employees, members of council, assignees, licensees, sub-licensees, customers and agents (the "Other Party") from any and all claims, losses, liabilities, damages, actions, debts, expenses and costs which result from and/or are based on the acts, omissions, default or negligence of the First Party or those for whom the First Party is at law responsible.

16. St. Catharines shall obtain, pay and maintain in effect for the duration of this Agreement Commercial General Liability Insurance and Errors and Omissions Liability Insurance, each in the amount of not less than Two Million Dollars (\$2,000,000.00), naming the Recipient as an additional insured. St. Catharines shall deliver to the Recipient a certificate of insurance for such coverage.

17. No waiver by either party to this Agreement of any default, breach or non-observance by the other party at any time or times in respect of any provision herein contained shall operate as, or be deemed to be, a waiver of the non-defaulting party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way such party's rights in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the non-defaulting party save only express waiver in writing.

18. St. Catharines will not disclose or disseminate confidential information received by the Recipient to anyone other than those employees with a need to know. Nothing in this section precludes St. Catharines from complying with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended and subject to the provisions of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended, it is understood and agreed by the Recipient that this Agreement and any information or material submitted to St. Catharines under this Agreement may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

19. This Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set forth.

20. This Agreement may only be amended in writing upon being signed by both parties.

21. Any notice required by any provision of this Agreement shall be given in writing addressed, in the case of notice to St. Catharines, to it at:

The Corporation of the City of St. Catharines
50 Church Street
P. O. Box 3012
St. Catharines, Ontario L2R 7C2
Attention: City Clerk

and, in the case of notice to Recipient, to it at:

The Corporation of the Town of Pelham
 ATTN: Fire Chief
 Highway #20 West, P.O. Box 323
 Fonthill, ON L0S 1E0

and sent by prepaid registered mail. The time of giving such notice shall be conclusively deemed to be the second business day after the day of such mailing. Such notice shall also be sufficiently given when it shall have been delivered, in the case of notice to St. Catharines, to the City Clerk, and in the case of notice to the Recipient, by delivery to the Town Clerk. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

22. Neither party shall assign this Agreement nor any right or obligation hereunder without first obtaining the prior written consent of the other party.

23. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

24. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct.

25. Nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between St. Catharines and the Recipient.

26. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

27. Each party agrees that no portion of this Agreement shall be interpreted less favourably to either party because that party or its counsel was primarily responsible for the drafting of that portion.

28. This Agreement may be executed in any number of counterparts, either electronically or manually, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

29. The following sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect from the date of expiry or termination of this Agreement: section 2, section 15, section 18, section 23, section 24, section 25, section 26, section 27, and section 29.

[remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the parties hereof have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY OF
ST. CATHARINES

Dave Upper, Fire Chief
As authorized under By-law 2020-156

THE CORPORATION OF THE TOWN
OF PELHAM

MAYOR

CLERK

SCHEDULE “A”
PAYMENT SCHEDULE

Pelham Proposed CAD Partner Allocation 15 Year (2023-2037)			
Year # (Contract)	Year	Contract Target Increase	Contract Amount (CAD \$)
1	2023	3.00%	61,539
2	2024	4.00%	64,001
3	2025	4.00%	66,561
4	2026	3.50%	68,891
5	2027	3.50%	71,302
6	2028	3.00%	73,441
7	2029	3.00%	75,644
8	2030	2.50%	77,535
9	2031	2.50%	79,474
10	2032	2.50%	81,460
11	2033	2.50%	83,497
12	2034	2.50%	85,584
13	2035	2.50%	87,724
14	2036	2.50%	89,917
15	2037	2.50%	92,165
Total Pelham Year Contract (2023-2037)			\$ 1,158,736

*The Contract Target Increase, and corresponding Contract Amount, is subject to change in accordance Annual Inflation and with the formula below. In any given year of the contract, Annual Inflation shall be calculated in accordance with the Consumer Price Index (Bank of Canada) for the month of December.

Should “Annual Inflation” exceed twice the Contract Target Increase, for each 1% of the overage, the Contract Target Increase shall increase by an additional 0.25% for the given year. After Year 3 (i.e. 2026 and beyond), should Annual Inflation fall under 2% of the Contract Target Increase, for each 1% of the shortage, the Contract Target Increase shall decrease by 0.25% for the given year.

Subject: Volunteer Firefighter Life Insurance Reserve Update

Recommendation:

**BE IT RESOLVED THAT Council receive Report # 2022-0288-
Corporate Services – Volunteer Firefighting Life Insurance Reserve
Update;**

**AND THAT Council support the allocation to the Volunteer Fire fighter
Life Insurance Reserve Fund decrease from \$12,500 a year to the
premium amount per year from VFIS of Canada (\$2,500 in 2022);**

**AND THAT Council approve, in principal, By-law #4313(2021) be
amended to reflect this decrease in allocation from \$12,500 to the
premium amount and a decrease in the maximum balance of the
reserve fund from \$125,000 to \$10,000.**

Background:

Prior to February 1, 2021, the Town of Pelham provided a life insurance policy of \$25,000 to all active volunteer fire fighters. If a fire fighter passed away from any cause, the life insurance was paid out by an insurance provider, to which the Town in turn paid an annual premium of \$12,500 for coverage. On February 1, 2021, the Town decided to self-fund this life-insurance by establishing a Reserve Fund which earns interest annually. The **current Volunteer Fire Fighters' Life Insurance Reserve Fund** is as follows:

Purpose of the Fund: Life Insurance for Active Volunteer Firefighters

Funding Source: \$12,500 annual allocation from operating budget, to a maximum balance of \$125,000 plus interest.

Drawdowns: \$25,000 to a deceased volunteer firefighter's beneficiary, if a volunteer fire fighter dies while being an active fire fighter with the Town of Pelham.

Investment of the Fund: The funds are to be kept in a segregated bank account with interest revenue allocated on an annual basis.

In May 2022, VFIS of Canada approached the Town with an option for volunteer firefighter insurance coverage at an annual rate of \$2,500 per year.

VFIS of Canada provides the Town's volunteers up to \$100,000 of Accident & Sickness Death coverage and Disability to protect them from any out of pocket income loss they might suffer when injured. For example, if a volunteer is making \$1,700/week at his/her employer, gets hurt as a volunteer firefighter acting on Pelham's behalf, WSIB will only pay \$1000/week. VFIS insurance can make up the difference of \$700/week. This was not a benefit previously offered by the Town.

For \$2,500/year, the Town transferred the risk to VFIS of Canada which will pay the Town's firefighters for Death or Disability when acting as a volunteer firefighter. This insurance also pays for the Fire Department's administrative staff as well. Those who are full-time would be covered under the Town's employer group benefits coverage. This is an annual premium and covers all the volunteer firefighters. It covers Cancer and also covers Mandatory Quarantine which was popular during the COVID days and is still valid. If a Pelham firefighter is at an event authorized by the fire department and he or she catches COVID at this event, the insurance will pay for his or her quarantine time.

Analysis:

There are 11 municipalities in the Niagara Region that are funding the volunteer fire fighters under VFIS of Canada. Only Pelham and one other municipality were not with VFIS of Canada. The Town decided to purchase this Life Insurance for the Volunteer Fire Fighters in June 2022.

Financial Considerations:

The Town has switched from an expensive premium plan of \$12,500 a year to self-funding a reserve fund which in both cases would only provide the fire fighter a \$25,000 payout. By opting into the VFIS of Canada insurance plan, it provides an additional \$75,000 insurance coverage to the fire fighter for a total of \$100,000 with a \$10,000 cheaper contribution by the Town. As a result of having this new insurance, the Volunteer Fire Fighters' Life Insurance Reserve Fund needs to be amended.

New Amended BY-LAW #4506(2022) is as follows:

Purpose of the Fund: Life Insurance for Active Volunteer Firefighters

Funding Source: Annual premium to VFIS of Canada from operating budget, to a maximum balance of \$10,000 plus interest.

Drawdowns: the premium amount for VFIS of Canada

Investment of the Fund: The funds are to be kept in a segregated bank account with interest revenue allocated on an annual basis.

As of December 31, 2022, this Reserve Fund will have a balance of \$37,500. Therefore, for approximately the next 11 years the premium of \$2,500 will come from this fund with no impact to the operating tax levy budget until the maximum balance of \$10,000 is reached.

Alternatives Reviewed:

N/A

Strategic Plan Relationship: Financial Sustainability

The Town is maintaining financial sustainability by obtaining better life insurance for the volunteer fire fighters (increasing from \$25,000 to \$100,000 of coverage); while decreasing the cost to fund this life insurance (from \$12,500 to \$2,500 a year).

Consultation:

Senior Leadership Team

Human Resources Coordinator

Other Pertinent Reports/Attachments:

Amended BY-LAW 4506(2022) on the December 19, 2022 Council Agenda.

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

**Community Planning & Development Department
Planning Application Report**

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Subject: Recommendation for Zoning By-law Amendment – 1145 Pelham Street

Recommendation:

BE IT RESOLVED THAT Council receives Report #2022-287 – Recommendation for Zoning By-Law Amendment – 1145 Pelham Street for information as it pertains to File No. AM-06-2022;

AND THAT Council directs Planning staff to prepare the necessary Zoning By-law amendment for Council consideration at the next Regular Meeting of Council.

Executive Summary:

The purpose of this report is to provide Council with a recommendation regarding the application to amend the Zoning By-law for the property known as 1145 Pelham Street.

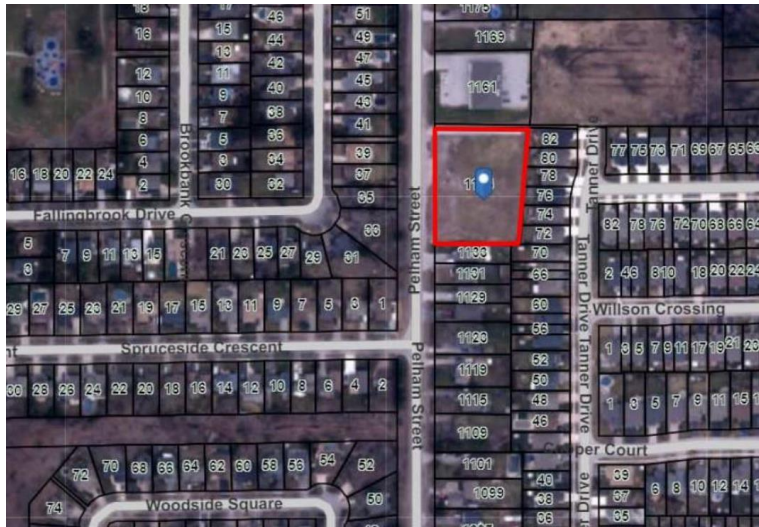
Location:

The property is known as 1145 Pelham Street, Fonthill and described legally as Block 13, Plan 59M-405. The property is located on the east side of Pelham Street, south of Bacon Lane (Figure 1). Pelham Street is classified as an arterial road and this portion of Pelham Street is being reconstructed.

Figure 1: Property Location

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The surrounding land uses include a commercial plaza to the north and single detached residential uses to the east, south and west. The property was formerly the site of an automobile dealership and repair facility and has been vacant for a number of years.

Project Description and Purpose:

The proposed Zoning By-law Amendment would rezone the lands from the General Commercial – 89 (GC-89) zone to a site-specific Residential Multiple 2 (RM2) zone to permit a 5 storey apartment dwelling (Figure 2) containing 47 units as shown on the submitted site plan (Figure 3).

The building contains 4 storeys of residential units above ground with a covered rooftop terrace and multi-purpose space for use by residents along with mechanical room and storage on the 5th storey. The 5th storey is stepped back and is approximately 1/3 of the area of the floorplate of the other 4 floors. The basement is proposed to contain 2 residential units, storage lockers, a fitness/yoga room and common area. The main floor contains 9 units and 1 guest suite. The second through fourth floors will each contain 12 apartment dwelling units. Overall, the unit composition will include 32 one-bedroom units and 15 two-bedroom apartment units of varying sizes.

The proposed Zoning By-law Amendment application is the first stage in the development approval process which addresses the proposed land use and building

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setbacks, parking requirements, lot coverage. The second stage of development approval process which is not part of the Zoning By-law Amendment process would be site plan approval which deals with the on-site development matters such as the access location, parking location and orientation, building orientation and massing, site servicing requirements, sustainable design matters, etc.

Figure 2: Proposed Building Elevations



FRONT (PELHAM STREET) ELEVATION

1/8" = 1'-0"



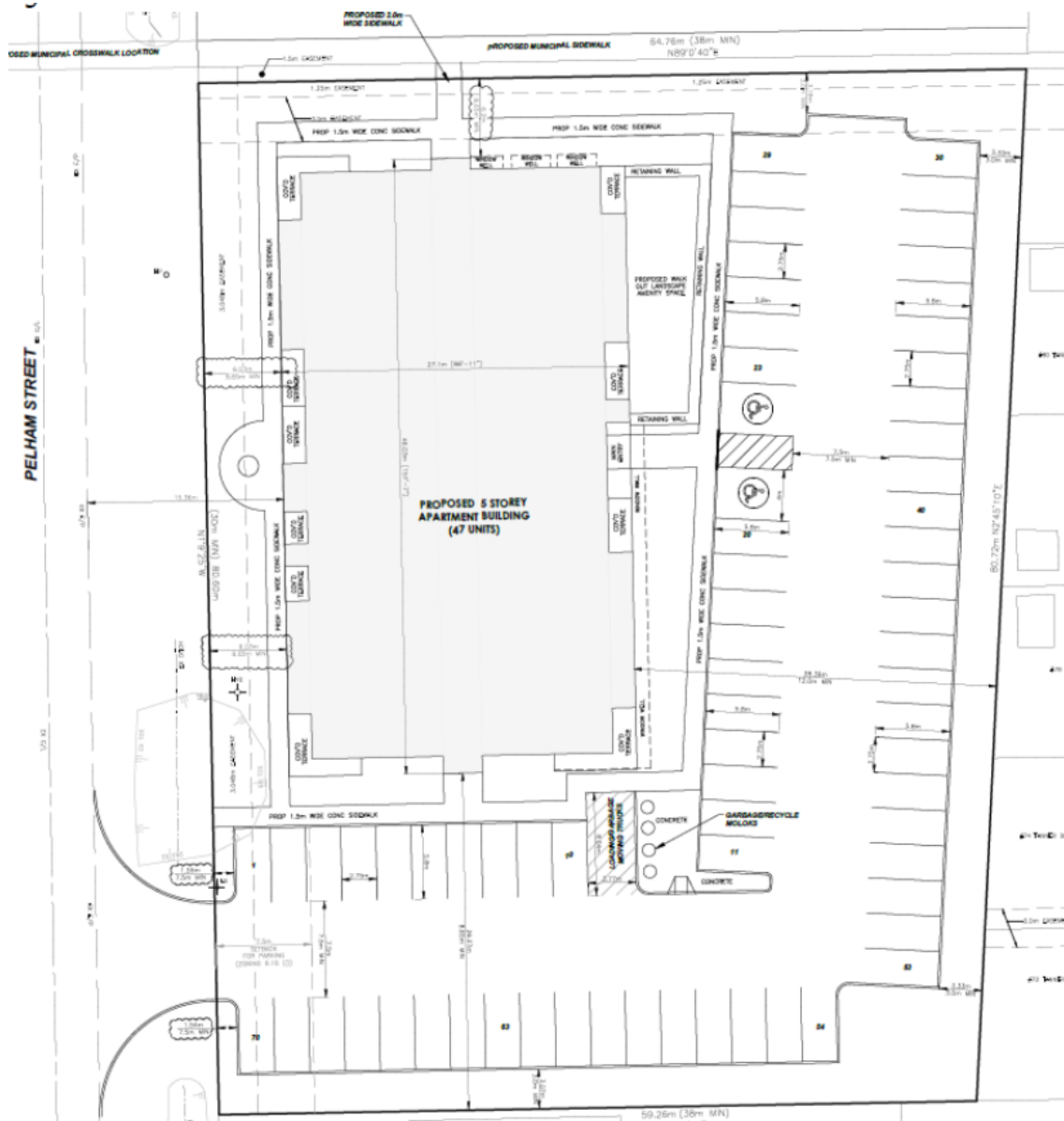
FRONT PERSPECTIVE

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The proposed building is a modern contemporary design that utilizes a variety of building materials, colour, glazing, articulation and fenestration to provide interest and still be cohesive and have symmetry in its design.

Figure 3: Site Plan



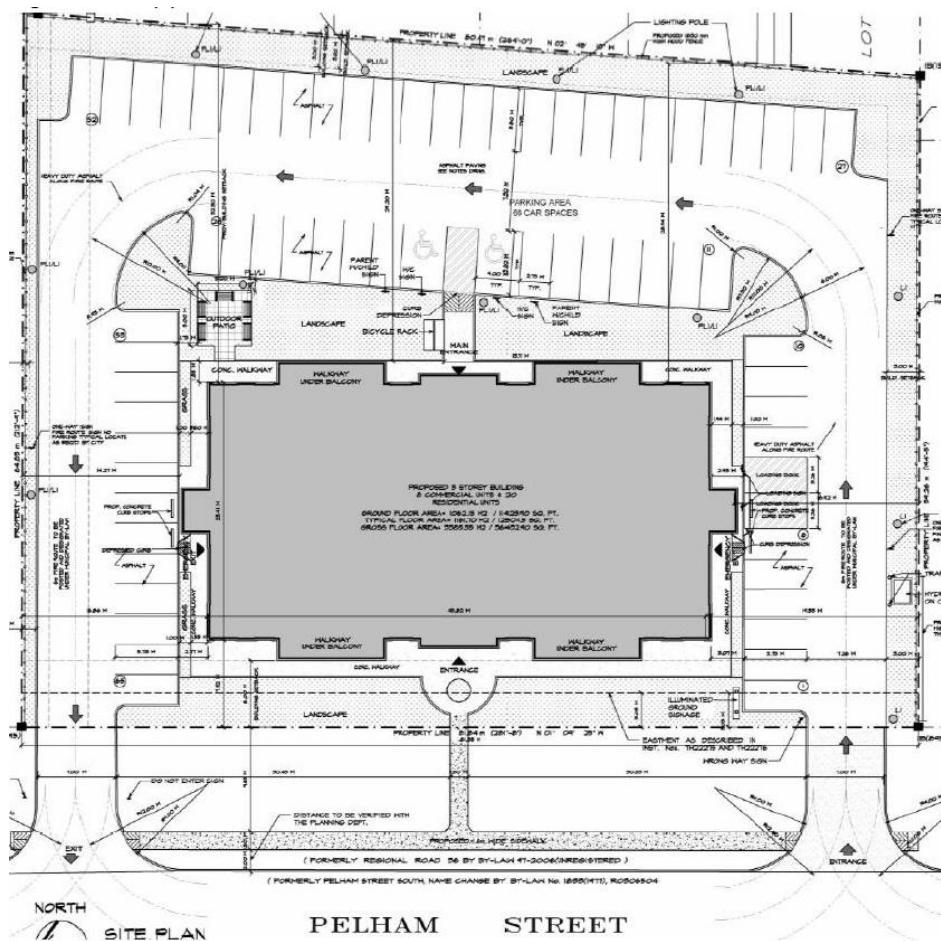
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The proposed site plan which helps to inform the Zoning By-law Amendment, depicts a single driveway access on the south side of the property with the building situated along the Pelham Street frontage and the parking area on the east and south sides of the property. 70 parking stalls are being provided including two accessible parking stalls.

There is an approved registered Site Plan Agreement for the property from 2016 that permits the development of a three-storey mixed use building containing 8 commercial units on the ground floor and 20 residential dwelling units (apartments). The approved site plan and building elevation are shown in Figures 4 and 5. This development plan was never realized.

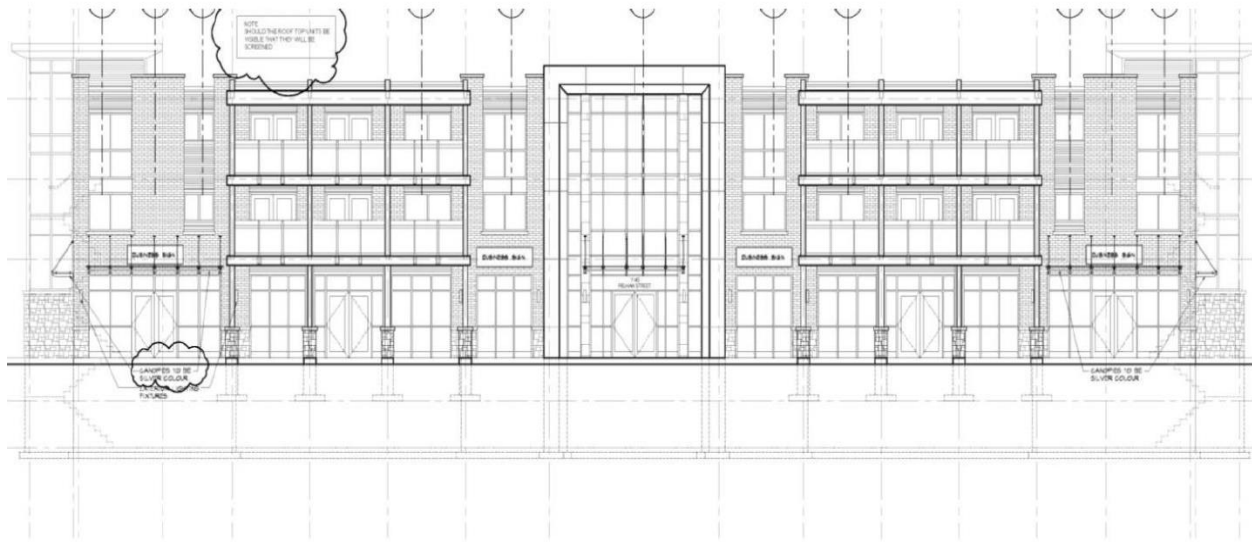
Figure 4: Approved Site Plan



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Figure 5: Approved Front Building Elevations



If the proposed Zoning By-law amendment application is approved, an amendment to the Site Plan Agreement will also be required. It is at site plan review that details regarding the building elevations and massing, access, site servicing and sustainable landscape details are reviewed.

Policy Review:

Planning Act

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

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

Provincial Policy Statement, 2020

The Provincial Policy Statement (PPS), 2020 supports the efficient use of lands and development patterns that support sustainability by promoting livable, healthy and resilient communities, protecting the environment, public health and safety and facilitating economic growth.

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The subject lands are considered to be within a Settlement Area. Settlement areas are to be the focus for growth and development 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 requested zoning by-law amendment will allow for intensification and the addition of apartment dwellings to the range of housing options in the Town. The development can be accommodated by existing and planned infrastructure and public service facilities. The proposed development density will efficiently use land and infrastructure, be constructed in accordance with the energy efficiency requirements in the Ontario Building Code and encourage active transportation being located close to walking trails, sidewalks and cycling infrastructure.

Greenbelt Plan, 2017

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

Niagara Escarpment Plan, 2017

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

Growth Plan for the Greater Golden Horseshoe, 2019

The subject parcel is identified as being within a Delineated Built-up Area according to the Growth Plan for the Greater Golden Horseshoe, 2019. The Growth Plan

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policies aim to build stronger, prosperous communities by directing growth to built-up areas, promoting transit-supportive densities and a healthy mix of residential and employment land uses, preserving employment areas, planning for community infrastructure, and supporting the conservation and protection of natural systems, prime agricultural areas, and cultural heritage.

Policy 2.2.2.1(a) requires a minimum of 50 percent of all new residential development to occur within the delineated built-up area. Policy 2.2.2.3(b) encourages intensification generally throughout the built-up area and investment in services that will support intensification.

The requested zoning by-law amendment will contribute toward the minimum 50 percent target for new residential development and result in intensification in the delineated built-up area.

Regional Official Plan, 2022

The lands are designated as Built-Up Area in the new Niagara Region Official Plan. Policy 2.2.2.5 requires that across the Region 60% of all residential units occurring annually are to be in the Built-Up Areas and in Pelham, this translates into an annual intensification rate of 25% of new residential units. The principle objective is to increase housing choice and housing affordability across the Region to meet future housing needs.

Policy 2.2.1.1 states that development in urban areas will integrate land use planning and infrastructure planning to responsibly manage forecasted growth and to support:

- a) the intensification targets in Table 2-2 and density targets outlined in this Plan (Note Pelham's intensification target is 25%);
- b) a compact built form, a vibrant public realm, and a mix of land uses, including residential uses, employment uses, recreational uses, and public service facilities, to support the creation of complete communities;
- c) a diverse range and mix of housing types, unit sizes, and densities to accommodate current and future market-based and affordable housing needs.

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Policy 2.3.1 provides the direction with regards to a mix a housing options and specifically policy 2.3.1.1 states that the development of a range and mix of densities, lot and unit sizes, and housing types, including affordable and attainable housing, will be planned throughout settlement areas to meet housing needs at all stages of life. Policy 2.3.2.3 sets the target that 20% of all new rental housing is to be affordable and 10% of all new ownership housing is to be affordable.

Policy 2.3.1.4 also provides that new residential development and residential intensification are encouraged to be planned and designed to mitigate and adapt to the impacts of climate change by:

- a) facilitating compact built form; and
- b) incorporating sustainable housing construction materials or practices, green infrastructure, energy conservation standards, water efficient technologies, and low impact development.

The requested zoning by-law amendment will contribute toward the mix of housing types in the built-up area of the Town. The building will consist of one and two bedroom units of various sizes and density of 94 units per hectare. Apartment dwellings meet housing needs at different stages of life and income levels than single detached and townhouse dwellings. The site layout and building design represent a compact built form and will be constructed to meet the energy efficiency requirements of the Ontario Building Code. Housing construction materials are not known at this time. The potential for low impact development techniques and green infrastructure can be considered through a future site plan approval application, should the zoning by-law amendment be approved.

While the application will not provide affordable rental or ownership housing, it will increase the supply of available apartments in the Town which would be at a different price point than single detached and townhouse units and could lower prices. Housing costs are market driven and the Town cannot regulate the price of housing. There may be incentives available through the Region should the developer wish to incorporate some affordable housing into the building, however that is dependent on Regional criteria and funding allocations from upper tier levels of government.

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Pelham Official Plan (2014)

The lands are designated Urban Living/Built Boundary in the Town's Official Plan. The permitted uses in this designation are a full range of residential uses including apartment dwellings. Policy B1.1.3 requires the Town to accommodate at least 15% of projected housing growth within the existing built boundaries of Fonthill and Fenwick. Further, Policy B1.1.3 (a) permits intensification on sites abutting arterial and collector roads. Pelham Street is identified as an arterial road according to Schedule C to the Town of Pelham Official Plan. Note that the Regional Official Plan now identifies an intensification target of 25% for the Town in the existing built boundaries, therefore that is now the approved intensification target. The Town is required to comply with the upper tier Official Plan, until such time as the Town Official Plan is updated to comply with the upper tier Plan.

Policy B1.1.3 (b) states that residential intensification and redevelopment proposals are encouraged to achieve a unit density and housing type in keeping with the character of the density of the neighbourhood where it is proposed;

As discussed under the staff comments section in this report below, the neighbourhood contains mixed uses. There is a commercial use to the north, with the surrounding residential uses being primarily single detached dwellings with some townhouses. While the requested unit density is higher and the housing type is different than what currently exists, the character of the density of the neighbourhood can be maintained through careful site layout and building design. The will allow the uses, while different, to exist compatibly. Therefore, it is Planning staff's opinion that the requested zoning by-law amendment conforms to Policy B1.1.3(b).

Policy B1.1.3(f) encourages affordable housing in intensification areas. While this Policy encourages affordable housing, it does not mandate it.

Policy B1.1.5 requires that when considering a zoning by-law amendment application to permit an apartment development, Council shall be satisfied that the proposal: respects the character of adjacent residential neighbourhoods, in terms of height, bulk and massing; can be easily integrated with surrounding land uses; will not cause or create traffic hazards or an unacceptable level of congestion on surrounding roads; and is located on a site that has adequate land area to incorporate required parking, recreational facilities, landscaping and buffering on-site.

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Planning staff have conducted considerable analysis with respect to this Policy under the staff comments section of this report below. Careful consideration of resident comments and concerns, technical reports and plans as well as the site context. This analysis has determined that the application, while different from what exists in the surrounding neighbourhood, does respect the character of adjacent residential neighbourhood in terms of the height, bulk and massing through appropriate building and site design without adverse impacts to privacy or shadowing. As a result, the use can be integrated with surrounding land uses. The application will not cause or create traffic hazards as demonstrated by the Traffic Impact Study and accepted by Town Public Works staff. The preliminary site plan demonstrates that the site has adequate land area to incorporate required parking, recreational facilities, landscaping and buffering. As a result, it is Planning staff's opinion that the application conforms to Policy B1.1.5. It is also important to note that the existing approved 3-storey mixed use commercial and residential development that is approved for the site has status and is considered as part of context for the existing use analysis and is considered to be an existing use from the planning impact analysis perspective.

Pelham Zoning By-law Number 1136 (1987)

The property is zoned GC-89 (General Commercial-89). Permitted uses in the GC-89 zone are professional and business offices; restaurants; retail stores; service shops; barber shops; beauty salons; clinics; custom workshops; day nursery; dry cleaning outlets; banks and trust companies; undertaking establishments; uses, buildings and structure accessory to the foregoing permitted uses. The GC-89 zone permits a maximum of 20 dwelling units above the ground floor; a maximum gross floor area for commercial uses to be limited to 50% of lot area; not more than 72% of the gross floor area shall be used for dwelling units; dwelling units are only permitted above the ground floor of any commercial use; a required minimum floor area per dwelling unit for a bachelor of 40 m², one bedroom 50 m², two bedroom 60 m²; and a minimum landscaped amenity area of 51.85m² for each dwelling unit.

The applicant is requesting the property be rezoned to a site-specific Residential Multiple 2 (RM2) zone to permit an apartment dwelling use only, the existing commercial use provisions will be removed by the proposed Zoning By-law amendment application. This is considered to be downzoning as fewer uses will be permitted by the proposed zoning by-law amendment.

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The requested site-specific regulations are detailed in Table 1.

Zone Regulation	Standard RM2 Regulation	Requested Regulation
17.2 (a) Minimum Lot Area	150 m ² per dwelling unit	106.3 m ² per dwelling unit
(b) Minimum Lot Frontage	30 m	80.6 m
(c) Minimum Lot Depth	38 m	64.7 m
(d) Maximum Density	65 units per hectare	94 units per hectare
(e) Maximum Lot Coverage	30% of lot area	23.6% of lot area
(f) Minimum Front Yard	One half the height of the building or 7.5 metres, whichever is greater. (8.53 metres is one half the height)	6.03 m
(g) Minimum Rear Yard	One half the height of the building or 12.0 metres, whichever is greater. (8.53 metres is one half the height – 12 metres is required, at minimum)	28.39 m
(h) Minimum Interior Side Yard	One half the height of the building or 6.0 metres, whichever is greater. (8.53 metres is one half the height)	6.2 m
(i) Minimum Exterior Side Yard	One half the height of the building or 7.0 metres, whichever is greater.	Not applicable
(j) Minimum Landscaped Area	35% of lot area	34.4%
(k) Maximum Building Height	5 storeys	5 storeys
(l) Minimum Floor Area per Dwelling Unit	(i) Bachelor 42 m ²	(i) 64.2 m ² (smallest one bedroom)

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Zone Regulation	Standard RM2 Regulation	Requested Regulation
	(ii) One bedroom 56 m ² plus 9 m ² for each additional bedroom	(ii) 93.4 m ² (smallest two bedroom)
(m) Amenity Area	2.5 m ² of area for each one-bedroom unit and 5 m ² of area for each two or more bedroom units in one location (155 square metres is required)	233.68 m ²
Zone Regulation	Standard General Provision	Requested General Provision
6.16(a) Parking Regulation	1.0 parking space per dwelling unit, plus 1.0 parking space for every two dwelling units or part thereof for visitor parking 48 (including guest suite) + 24 = 72 spaces	1.46 spaces per unit (70 spaces)
(i) Parking Area Location on Lot	7.5 m to any street line; 3.0 m to any side or rear lot line	1.5 m to any street line; 3.0 m to any side or rear lot line.

The requested zoning regulations would allow the site to be developed as shown on the preliminary site and elevation plans.

Pelham Zoning By-law 4481 (2022)

Council approved the new comprehensive Zoning By-law on August 30, 2022. The by-law is under appeal and therefore Zoning By-law 1136 (1987) remains in effect.

For Council's information, the property is zoned Neighbourhood Commercial (NC-81) in Zoning By-law 4481(2022). The Neighbourhood Commercial zone permits a bakery; dwelling unit(s) above a commercial use; retail use; service shop; short term accommodation; and uses, buildings and structures accessory to the foregoing uses. The site-specific NC-81 zone also permits professional and business offices, restaurants, personal service shops, clinics, custom workshops, daycare centre, dry

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cleaning outlets, banks and trust companies, undertaking establishments and uses, buildings and structures accessory thereto.

The NC-81 zone allows a maximum of 20 dwelling units above the ground floor; a maximum gross floor area for the commercial uses of 50% of the lot area; a maximum gross floor area for dwelling units of 72%; dwelling units are only permitted above the ground floor of any commercial use; and a minimum landscaped amenity area 51.85m² per dwelling unit. The proposed NC-81 Zone of the new Zoning By-law carries forward the approvals of the GC-89 Zone of the old Zoning By-law.

The maximum permitted building height in the Neighbourhood Commercial zone is 12.0 metres; the required front yard is within 4.0 and 6.0 metres of the front lot line; there is no minimum required side yard abutting a Commercial Zone; a minimum side yard of 4.0m is required when abutting a Residential Zone; a minimum rear yard of 10.5m is required where the building contains residential accommodation of one or more storeys in height or where abutting a Residential Zone; and the maximum lot coverage shall be 50%.

Submitted Reports:

Planning Justification Report prepared by Upper Canada Engineers/Planners dated July 2022

The report concludes that the application will facilitate the development of the subject lands with an appropriate land use that respects and enhances the general character of the existing neighbourhood. The requested site-specific deviations from the By-law are justified and result in a well-designed site that is functional and suitably buffered from adjacent development and capable of providing a high-quality urban presentation along Pelham Street.

The report further indicates that the applications satisfy the applicable requirements of the *Planning Act*, are consistent with the 2020 *Provincial Policy Statement* and conform to the 2020 *Growth Plan for the Greater Golden Horseshoe*, Regional Official Plan and Town of Pelham Official Plan.

Functional Servicing Report prepared by Upper Canada Engineers/Planners dated July 2022

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The report concludes that there is adequate municipal servicing for this development.

Phase 1 & 2 Environmental Site Assessment prepared by A & A Environmental Consultants Inc. dated May 6, 2011

Record of Site Condition filed June 10, 2016

The Environmental Site Assessment analyzed the past use of the property to determined contamination and made recommendations for site remediation. The recommended work was undertaken and the Record of Site Condition was filed with the Ministry of Environment, Conservation and Parks to certify that the property is safe for residential use.

Geotechnical Report prepared by A & A Environmental Consultants Inc. dated June 6, 2011

The geotechnical report considers the soil types present on the property and makes recommendations for parking lot and foundation construction. The recommendations will be incorporated into the site and building design.

Transportation Impact Study prepared by Paradigm Transportation Solutions Limited dated July 2022

The conclusions of the study are that the site will generate between 19 and 24 vehicle trips during the AM and PM peak hours respectively. Minimal queuing or delay from the site is expected. No additional lanes or traffic control are required to support the development of the site.

Agency Comments:

The applications were circulated to commenting agencies and Town Departments. The following comments have been received:

Canada Post

Requested standard condition to provide a centralized mail facility within the lobby area of the building.

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Enbridge Gas

No objection.

Public Works

Provided technical comments for future site plan amendment application.

Public Comments:

On September 16, 2022 a public meeting notice was circulated to all property owners within 120 metres of the property's boundaries. In addition, a public notice sign was posted facing Pelham Street. A public meeting was held on October 11, 2022. 4 members of the public spoke at the meeting, though some spoke on behalf of others. The following comments have been received at the time of writing of this report:

Ronda Ireland

Objects to the application. Feels the front yard setback is too small, landscaped and amenity areas are insufficient and too much area devoted to parking. Concerned about traffic impacts. Recommends the building be moved further from the street, reduce the number of parking spaces by making units larger and substantiate claim as a luxury apartment building. Does not like site layout with one driveway.

Lindsay Getz

Concerned about neighbourhood and community fit, density, traffic impacts, parking overflow on to neighbouring streets, loss of privacy and view for adjacent residences.

Stan and Jennifer Glanville

Concerned about loss of privacy for abutting residents and increased density. Feel that parking is inadequate and that the location on the site is not appropriate. Concerned about where snow will be piled during winter and how snowmelt may affect drainage and sump pumps on adjacent properties. Object to driveway location adjacent to residence on south side due to increased noise and traffic. Feel development will negatively impact enjoyment of front yard, not fit in with other development on Pelham Street and negatively impact property values. Would like to

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know who will maintain the easements on the property? Feel development will contribute to existing traffic problems. Want to see the development revised.

Larry and Monique Wilson

Concerned that parking is inadequate and may result in overflow parking on Fallingbrook Drive. Note that the development will effect traffic.

Lynne Marx

Prefers parking in front of building. Feels 5 storey height does not fit with the neighbourhood, that the building is not a luxury building, the parking is not sufficient, that privacy will be negatively affected and that there will be noise impacts. Would prefer a 3 storey building.

Gail Belchior

Concerned about the increased density and height and compatibility with the neighbourhood and community, the reduced front yard setback, traffic and safety impacts, insufficient parking, noise and light pollution. Prefers a 3 storey building with 36 units to mitigate negative impacts.

Peter Kowalski

Concerned about the increased density and height and compatibility with the neighbourhood and community, the reduced front yard setback, traffic and safety impacts, insufficient parking, noise and light pollution.

Lindsey H

Feels 5 storey apartment does not suit the current neighbourhood due to excessive strain on Pelham street traffic, additional noise pollution, lack of privacy for neighbouring homes, lack of parking, lack of sun for surrounding homes, impacts to enjoyment of property. Asks whether the local firetrucks equipped to handle reaching a 5-storey apartment dwelling? Supports the original concept of a commercial building and suggests a commercial & 2 storey residential mixed building to benefit the neighborhood and Pelham's business economy.

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Bob Marx

Concerned about the increased building height and compatibility with the neighbourhood and community, the reduced front yard setback, the lack of luxury amenities, ownership vs. lease, privacy impacts, parking, noise, light and traffic impacts. Recommends a 3-storey luxury apartment/condominium without the Rooftop Terrace Floor to address concerns.

Frank Belchior

Concerned about the increased density and height and compatibility with the neighbourhood and community, the reduced front yard setback, traffic and safety impacts, insufficient parking, noise and light pollution. Prefers a 3 storey building with 36 units to reduce negative impacts.

Kevin Hicks

Concerned about neighbourhood fit, traffic impacts, shadowing, light pollution, privacy and lack of provision for affordable units.

Stephanie Hicks

Traffic and safety concerns, shadow and privacy impacts. Feels that additional storeys for luxury units only increase profit and don't provide community benefit without affordable housing.

Marko and Katelyn Vidric

Concerned about privacy, noise, increased traffic noise and pollution and lack of fit with the character of the community.

Ernie Wilkie

Feels height and aesthetics don't fit with the community and that the development is not in best interest of community.

Wally Braun

Recommends a pitched shingled roof for neighbourhood fit, that top two floors are luxury condominiums, that terraces have parapet walls for privacy, that top floor

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has dormers, that a widow's walk be added, that rooftop mechanical equipment be relocated, that parking be located underground. May support mixed-use building with reduced height subject to limiting types of commercial uses, making recommended building design changes and other changes recommended by the community.

Bruce and Maureen Massey

Oppose the application. Concerned about the increased density and height and compatibility with the neighbourhood and community, the reduced front yard setback, traffic and safety impacts, insufficient parking, noise and light pollution. Prefer a 3 storey building with 36 units to reduce negative impacts.

Greg Lipinski

Supports the application. Believes these are the infill projects this Town needs in order to accommodate more housing for this country, region, and Town's growing population. Continuing with the "tradition of building 1-2 storey home subdivisions" will not lead us to a bright future. It will only set us back, and our housing deficit will continue to grow larger and more critical. This is a very different world than it was thirty years ago, and will be even more so in the next thirty years.

Massimo Citrigno

Supports the application. Believes this is an appropriate place for development and that decisions should be made based on what is best for the Town as a whole in the short and long-term should be rather than personal focus of residents. Luxury apartment will fill a need in Fonthill and act as a welcome into the Town from Welland.

Paul Watson

Supports the project due to good size, design, minimal impacts from traffic, noise and light.

Rosemarie Cooter

Opposed to the application due to privacy concerns, fit with the neighbourhood, traffic, parking and safety being compromised, noise, light pollution and garbage.

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Shannon Moon

Opposed to the application with concerns about neighbourhood fit, reduced front yard setback, loss of privacy and enjoyment of property, compromised traffic, parking and safety and noise pollution. Supports a 3 storey 36 unit luxury condominium to mitigate concerns.

Tom and Linda Duliban

Have seen many developments over the years which were controversial but were beneficial to the growth of the Town. Support the application because it is on an arterial road, close to downtown, ample space for parking and design/owned by caring locals. Decisions should be made based on what is best for the Town as a whole in the short and long-term should be rather than personal focus of residents. Luxury apartment will fill a need in Fonthill and act as a welcome into the Town from Welland.

Staff Comments:

Residents provided a number of comments and concerns respecting the requested zoning by-law amendment application which are addressed below. A letter was provided by Upper Canada Consultants (Appendix A) in response to questions and comments received at the public meeting.

One of the primary concerns of residents is that the addition of an apartment building in this location will negatively impact the character and aesthetic of the community. While the Town and surrounding neighbourhood is primarily made up of low density residential uses, other housing types do exist throughout the Town and the site has been approved for a 3-storey mixed use building consisting of both commercial and residential uses. The inclusion of a variety of housing types adds visual interest and signifies the transition over time toward a complete community as well as changing societal needs. The presence of a variety of architectural styles that reflect different eras (rather than all one type), can further enrich the character of a community. Finally, compatible development does not mean development that is the same, but rather the ability for development to co-exist in harmony and comfort with one another and there are many examples where different forms of housing can exist compatibly and comfortably adjacent to one another. Compatibility will be determined through analysis of potential impacts below.

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Many residents expressed concerns that traffic volume and safety on Pelham Street would be negatively impacted by the development. A Traffic Impact Study was provided with the application which indicates that Pelham Street can accommodate the additional traffic, that no safety concerns are anticipated and that no modifications (i.e. signalization, addition of lanes) are required to Pelham Street as a result of the development. This study was reviewed and accepted by Town Public Works staff with no concerns cited. Further, Town Public Works has recently undertaken a review of Pelham Street as part of the road redesign and reconstruction and is satisfied that the additional traffic can be accommodated. It is noted that Pelham Street is classified as an arterial road connecting Fonthill to Welland and its function as an arterial road is to carry large volumes of traffic.

The applicant is providing 70 parking spaces which will allow 48 spaces (1 per apartment dwelling and guest suite) and 22 units for visitors or residents with a second vehicle. The allocation of parking spaces will be determined by the condominium corporation or lease agreements. Some of the onus will be on future residents to ensure that they use the number of spaces that are allocated to their unit and that any visitors can be accommodated on-site. It is possible that some future residents may not have a vehicle. The property is located where it can be accessed by active transportation. On-demand transit service is available and many services provide delivery options (grocery, pharmacy, etc.). In addition, the Town's parking consultant recommended a ratio of 1.25 spaces per unit for apartment dwellings which was incorporated into the new Comprehensive Zoning By-law. This would equal 60 parking stalls for 48 units, while the development is proposing 70 spaces. Based on these factors, the parking proposed to be provided on-site can be considered sufficient.

In response to concerns that overflow parking may occur on Tanner Drive and Fallingbrook Drive, it is noted that on-street parking is allowed on roads. On-street parking slows traffic down by narrowing the roadway, which some argue improves the safety of roadways. On-street parking is not be permitted overnight during the winter where it interferes with snow clearing operations. No adverse impacts are expected in the event that visitors or residents occasionally use on-street parking in the area. More on-street parking does not necessarily equate to additional vehicle break-ins. People going to and from vehicles may actually improve safety by increasing eyes on the street.

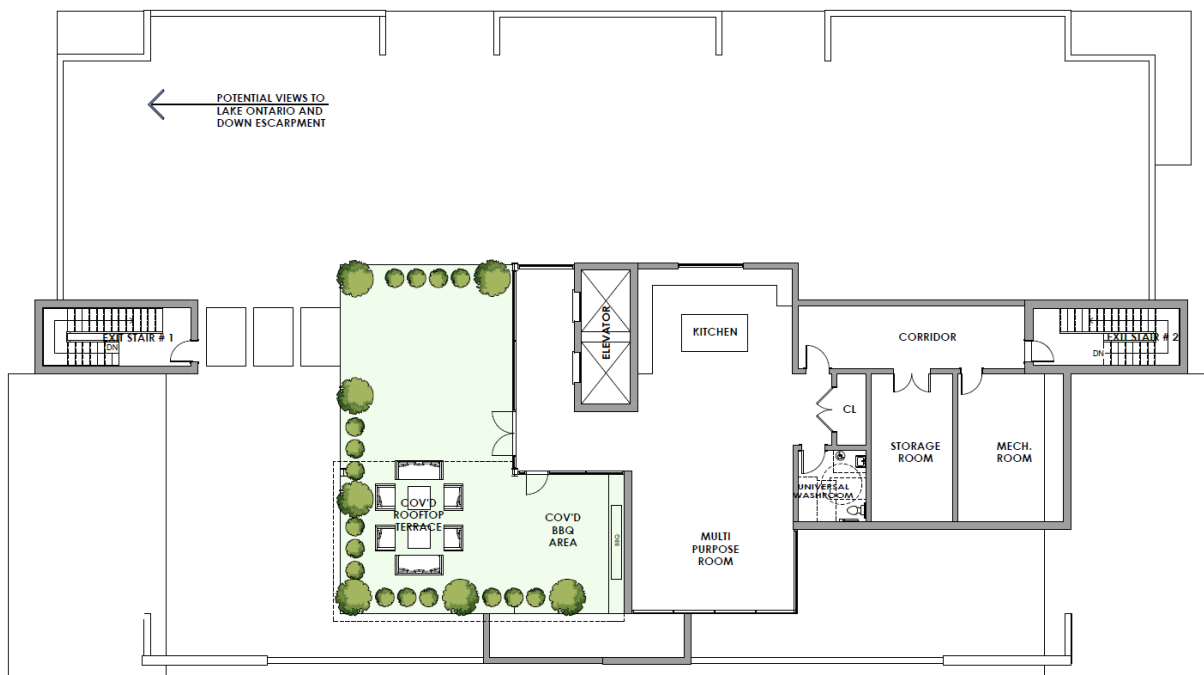
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With respect to concerns about services being inadequate to accommodate the development, the owner provided a Functional Servicing Report which indicates that the existing services are adequate. The study was reviewed by Town Public Works staff who have accepted the study conclusions.

Many neighbouring residents are concerned about impacts to their privacy and enjoyment of their property as a result. The building is 5 storeys including a rooftop indoor and outdoor amenity space and mechanical penthouse. The areas of the fifth floor with the most potential for overlook are the indoor and outdoor amenity space. This space has been located about 2 metres from the front building wall and significantly further away from the sides and rear of the building (Figure 6). Given the location of these spaces, the potential for overlook is very limited. Those using the space will be able to look out at the horizon and potentially see properties in the distance where privacy impacts are less likely. In addition, the owner is willing to incorporate some landscaping, such as small trees) into the outdoor rooftop amenity space through a future the site plan approval process.

Figure 6: Rooftop Terrace Floor



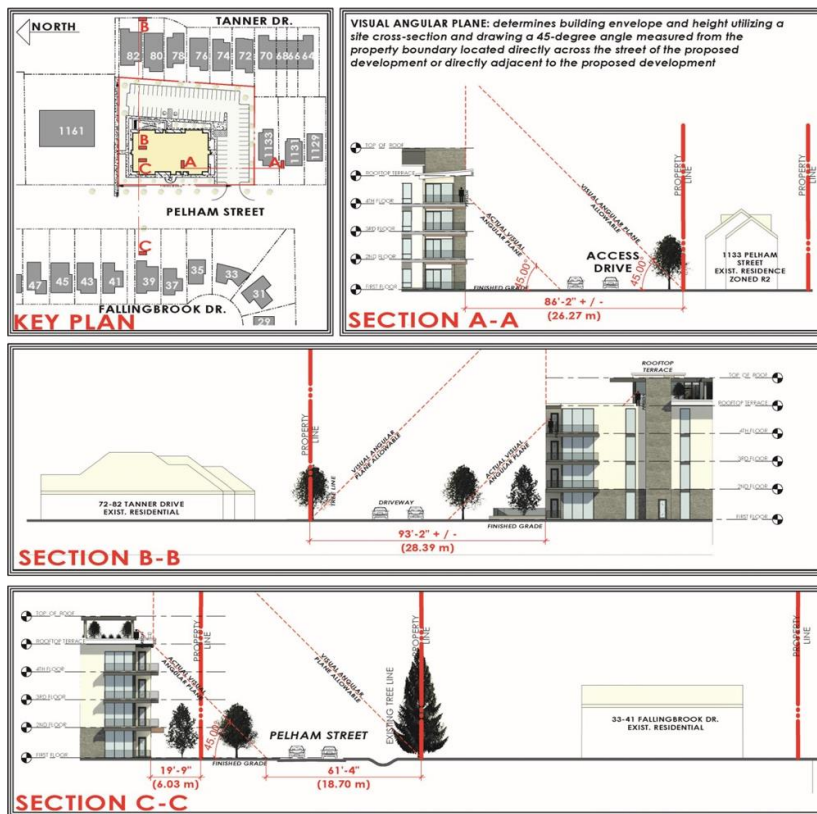
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With respect to potential overlook from balconies and windows, on the second through fourth floors, the building is surrounded by residential uses on the east, south and west sides. The commercial use to the north does not contain outdoor amenity space for any residential or sensitive use. The architect has provided an urban plane analysis (Figure 7) demonstrating the overlook potential from the balconies with respect to the sensitive uses.

The urban plane analysis demonstrates that the potential for overlook does not extend onto neighbouring residential properties. It should also be noted that the urban plan analysis is prepared based on the assumption that an individual is standing. Generally when people use their balconies, they sit, making the potential for overlook even less likely. Finally, privacy fencing and robust landscaping can be required through a future site plan approval process adding further visual obstructions to views from the parking area and at-grade amenity space.

Figure 7: Urban Plane Analysis



**Community Planning & Development Department
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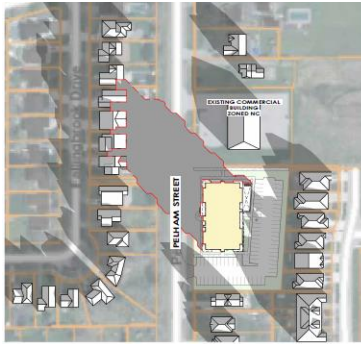
While the building will be visible to residents who are used to seeing open sky when looking toward the property, the urban plane analysis can also be used to determine how a building is perceived by pedestrians. The industry accepted standard to determine visual impacts resulting from a building is a 45 degree angular plane. The angular plane analysis demonstrates that the building is less than the 45 degree angular plane. It should also be noted that past Ontario Land Tribunal (formerly Ontario Municipal Board) decisions have determined that there is no right to a view and that the loss of a view cannot be considered an adverse impact.

Concerns about shadowing of adjacent properties were also raised by neighbouring residents. The architect prepared a shadow study which considers the potential impacts during winter solstice, spring equinox, summer solstice and fall equinox. The shadow study shows a morning shadowing impact on some of the dwellings on Fallingbrook Drive during winter equinox. This would be the time of year when residents would be less likely to be using rear yard amenity spaces. It should also be noted that the shadow study does not consider shadow impacts that already exist as a result of trees, accessory buildings and fencing. It is likely that much of the rear yards are in shadow at this time of the year already. The shadowing from the building is not expected to last for an unacceptable amount of time, with the shadow being fully gone from the residential properties well before noon. Only minor shadow impacts are anticipated on adjacent residential properties as a result of the proposed building. The shadowing impacts are not considered to be an adverse impact.

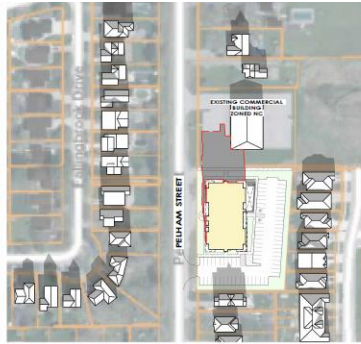
Figure 8: Shadow Study

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DEC 21 9AM



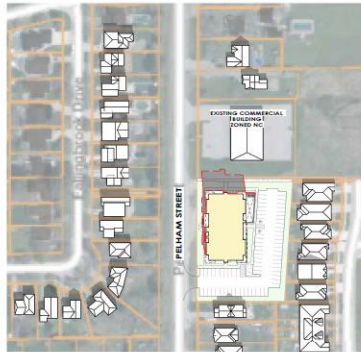
DEC 21 12PM



DEC 21 3PM



MARCH 20 9AM



MARCH 20 12PM



MARCH 20 3PM

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December 19, 2022



JUNE 21 9AM



JUNE 21 12PM



JUNE 21 3PM

SEE PAGE 553 FOR JUNE 21 6 PM



SEPT 22 9AM



SEPT 22 12PM



SEPT 22 3PM

Noise concerns were also a common issue raised by neighbouring residents. The requested residential use of the property can be expected to generate less noise than the approved commercial uses on the property which could include restaurants with music and patios and people coming and going from businesses frequently. As noted by residents, Pelham Street is a busy arterial road which already generates traffic noise. Additional noise sources from the apartment could include HVAC equipment. This would be new equipment and less likely to generate significant noise over as this equipment is typically on the roof. Future residents could potentially be heard when sitting on their balconies or using the rooftop or outdoor amenity spaces. However, this use would be consistent with use by neighbouring residents of their own properties when enjoying outdoor amenity spaces, i.e. conversational noises. In addition, future residents of the apartment dwelling would have to be even more cautious about noise generated since their neighbours live very close (units above, below, next door, etc.). It is likely that the future condominium corporation or

**Community Planning & Development Department
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building manager will establish rules around noise for residents. Finally, future residents would have to comply with the Town's Noise By-law which deals with excessive noise.

Noise during construction will be a temporary inconvenience. Contractors will be required to comply with the Town's Noise By-law. Though inconvenient and frustrating at times, temporary noise impacts during the construction process are not a valid planning reason to turn down an application.

Light pollution was cited as a concern by a number of residents – both from parking lot and building lighting as well as vehicle headlights entering and exiting the parking area. Building and parking lot lighting are typically reviewed as part of the site plan approval process. The developer is required to provide a photometric plan showing that light spill will not occur onto neighbouring properties and a clause is included in the site plan agreement that requires all lighting to be directed down. Selection of human-scale light standards for the parking areas could further prevent potential impact on neighbouring properties.

With respect to headlight impacts, the existing site plan approval shows two driveways in and out of the property with the potential to impact more properties than the new proposed site layout which includes only one driveway on the south side of the building. The proposed change to a fully residential building should also lessen impacts resulting from headlights as the frequency that people are arriving to and leaving from the site should be reduced and during more regular times than compared with commercial uses. The developer will be required to provide privacy fencing and landscaping to further mitigate impacts from headlights as part of the site plan approval application. While it may not be possible to completely mitigate and/or prevent all headlights from being shone on adjacent properties all of the time, the impact is reduced by the revised site layout and is not expected to be adverse.

Some concerns were raised about snow storage on site. The site plan will allow for some snow storage along the edges of the parking area. The condominium corporation will be responsible for ensuring that parking spaces remain accessible and are not used for storage. During major snowfall events, a contractor could be retained to truck snow away; this is typical.

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A number of residents had concerns that the application does not include any affordable units. While affordable housing is encouraged by both the Regional and Town Official Plans, it is not required and the Town cannot regulate and has no control over the price of units or rents. The requested zoning change to allow an apartment dwelling will increase the supply of available apartments in the Town which could lower prices. There may be incentives available through the Region should the developer wish to incorporate some affordable housing into the building.

The requested reduction of the front yard setback to 6.03 metres will allow the building to be located closer to the street with the parking in the rear. Generally, locating a building close to the front lot line with the parking hidden to the side and rear is considered good urban design. Buildings located close to the street enhance the public realm by allowing activation of the street, increase safety by giving the perception of eyes on the street and slow traffic down by making the road appear narrower to drivers. It should be noted that the building will not be 6.03 metres from the travelled portion of the road. It will be located 6.03 metres from the road allowance which typically ends a few inches past the sidewalk.

The commercial plaza located on the north side of the property is located approximately 24.9 metres from the front lot line and approximately 19.2 metres from the proposed apartment dwelling. The single detached dwelling on the south side of the property is setback approximately 13.6 metres from the front lot line and will be located approximately 27.8 metres from the proposed apartment dwelling. While the building is proposed much closer to the street line than the adjacent buildings, the separation between the buildings will assist in making the transition along the streetscape appear more natural. Further, the building appearance and the transition between buildings can be softened through landscaping as part of a future site plan approval application (should the zoning by-law amendment be approved).

Finally, it is important to acknowledge that redevelopment and intensification proposals are a balancing act. If the building were to be located further east, parking would have to be located in the front which would negatively impact the urban design of the site, the public realm and potentially impact residents on Tanner Drive. If the building were longer and set back further from Pelham Street, amenity space would be lost and the easements would potentially be impacted. While residents on Fallingbrook Drive are concerned that the building will be located closer to them, they

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will be separated by the boulevard, sidewalk, travelled portion of the road and another boulevard as well as the front yard setback. Given the site constraints and surrounding land uses, the location of the building closer to the front lot line is considered the best location and therefore the reduced front yard setback is supported.

Many residents expressed the desire to have a 3-storey, 36 unit apartment dwelling on the property as an alternative to the 5 storey, 47 unit apartment with 1 guest suite that is proposed. The application requests permission for the latter and therefore, Council must make a decision on what is being requested. The owner has indicated that revising the development as requested by the residents would result in the design and amenities of the building being compromised and the project becoming financially unfeasible. While this is not a planning consideration, it indicates that the owner is not desirous of revising the application.

A resident expressed concern that the Town's fire trucks may not be adequate to service a 5-storey building. Fire and Emergency Services have reviewed the application and have no concerns with respect to the current equipment being sufficient. The building will be required to meet Ontario Building Code requirements with respect to sprinkler systems, fire containment and fire separation between units.

With respect to concerns about negative impacts to property values, typically new development in a neighbourhood is an indication that it is a desirable place to live and invest. The subject property is currently a vacant parcel with remnants of the previous car dealership use present (sign post, gravel areas, etc.) Redevelopment of the property for apartment dwellings could be considered an improvement over the past use and present state of the property. The proposed building design incorporates high quality materials and architectural design. The landscape plan also shows high quality and plentiful landscaping on site. The proposed development is not anticipated to reduce property values and represents an improvement over past use of the property and will not create adverse impacts to neighbouring properties per the analysis above.

It should also be noted that a number of residents expressed their support for the application citing additional housing options and positive investment in the community as benefits.

**Community Planning & Development Department
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December 19, 2022

Planning staff recognize that many adjacent residents are understandably concerned about the potential impacts they may experience and changes in their neighbourhood as a result of the development. While these concerns represent the personal interests of those in proximity to the proposal, the Town is obligated to consider the broader public interest related to the need to accommodate growth, reduce sprawl, provide for housing choice, the need for complete communities and provide for efficient use of land and infrastructure. The Town is mandated to grow, intensify and incorporate new housing types, such as apartments, by the Province as outlined in Provincial Plans and Policy and reflected in the Regional Official Plan.

The approach as outlined in the Town's Official Plan is to direct the growth to appropriate locations and use building and site design so that the different housing types and land uses can exist compatibly. With respect to this property and application, it is located on an arterial road where intensification and redevelopment is encouraged. It is on a former brownfield site which has been remediated for residential use. Finally, it has been designed carefully and with consideration given to avoiding adverse impacts on neighbouring residents as discussed above and demonstrated through technical studies.

Based on the analysis contained in this report along with the studies submitted with the application, Planning Staff recommend that Council approve the proposed Zoning By-law Amendment application as it provides for an appropriate use of land, incorporates good planning principles and is consistent with and conforms to Provincial, Regional and local planning policies.

Alternatives:

Council could choose not to approve the zoning amendment application.
Or, Council could choose to approve the zoning amendment application with modifications.

Attachments:

Appendix A Letter from Upper Canada Planners / Engineers

Prepared and Recommended by:

Shannon Larocque, MCIP, RPP
Senior Planner



**Community Planning & Development Department
Planning Application Report**

December 19, 2022

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

Reviewed and Submitted by:

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

November 8, 2022

UCC File No. 21135

To: Shannon Larocque, MCIP, RPP
Senior Planner
Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON L0S 1E0

Re: Public Comment Responses
1145 Pelham Street – File AM-06-22

Further to our meeting with Town Planning staff on October 21, 2022, this letter has been prepared to provide written responses to Public Comments provided pertaining to Town File **AM-06-2022**, being a Zoning By-law Amendment at 1145 Pelham Street in Pelham.

The following comments are thematically compiled based on feedback received at the developer-led Open House on September 22, 2022, the Statutory Public Meeting held on October 11, 2022 and written submissions submitted to the Town of Pelham.

In addition to these written responses, ACK Architects have also provided some preliminary rendered elevations to demonstrate how the development would look in the context of adjacent development. Please feel free to use the images provided with this letter as part of your report to Council or for any discussions with members of the public being held prior to Council's consideration of the application.

1. Seeking clarity on condominium versus rental and estimate selling/construction costs.

The owner (Duliban Family Holdings) intends to keep the apartment development under their ownership as a family legacy project and to ensure the development is well maintained.

To ensure this, the owner will apply for a Standard Condominium Approval which will place each individual apartment dwelling unit under their ownership. This would provide the owner with a majority voting power over the Condominium Corporation.

The condominium declaration and by-laws will allow for the owner to rent out each individual apartment dwelling unit. Each unit would be subject to the rules and by-laws of the Condominium Corporation which regulate matters such as noise, time of use for amenity areas and general conduct within the building.

Based on current market trends for similar projects, the estimated unit valuation costs are roughly \$800 per square foot.

2. How will short term rentals be managed, or permitted, if at all?

The owner has agreed to prohibit short term rental of the apartment dwelling units. A clause in the Condominium Agreement and/or Condominium By-laws will implement this action.

3. Where are recreational opportunities for youth that may live in the building?

The building will contain both indoor and outdoor amenity areas for the enjoyment of building residents, including youth. These areas include a fitness room, community room, cards room, outdoor landscaped amenity space and rooftop amenity room and patio.

The subject lands are within a short walk (~400 metres) of Woodstream Park. This park will become more conveniently accessible from the subject lands through the establishment of a new municipal crosswalk at the northern end of the subject lands to the west side of Pelham Street. A new municipal park is also proposed to the northeast, which will be established as part of future development applications.

4. How many parking spaces are needed, and how are they split between owners and visitors?

Zoning By-law 1136 (1987) requires 71 spaces be provided for the development, reflective of a ratio of 1.5 spaces per unit.

The new Comprehensive Zoning By-law 4481 (2022) requires a ratio of 1.25 spaces per apartment dwelling unit, totalling a minimum of 59 spaces. This By-law is under appeal currently, and not yet in effect.

Seventy (70) total spaces are proposed to support the proposed development. It is intended that one space would be allocated to each unit (47), with the remaining spaces (23) to be used as visitor parking.

5. Why are the subject lands being developed as an apartment?

The subject lands are currently Site Plan and Zoning approved to be developed with mixed use development consisting of 8 commercial units and 20 residential apartment dwellings.

It is the owner's preference and desire to develop the property with a purely residential development form. The owners are not interested in developing/operating commercial uses.

The owners share similar concerns to the area residents about the potential impacts of noise, traffic and nuisance that may be generated by commercial land uses.

The owner is intending to build a family legacy project that they can manage for the long term and contribute high quality living opportunities and well-designed development within the Town of Pelham.

From a planning perspective, the subject lands are preferable for higher density development as they are located along an arterial roadway, have full municipal servicing and can be laid out in a manner that achieves land use compatibility with existing development. The size of the property is conducive to larger scale development that can provide more rental housing opportunities in the community. It is not considered to be efficient use of urban land to only develop the property with

low density residential land uses (i.e. detached dwellings) or a mixed use building with only twenty (20) units, as suggested through the public comments.

6. How will parking lot lighting be provided and mitigated?

Lighting of the parking lot and building entrances is proposed to be provided using a mix of pole lighting and wall mounted lights.

Pole lighting is anticipated to be used for the parking areas. Per municipal requirements, light cannot trespass across property lines. This impact can be mitigated through the use of cut-off shielding on lights, or the use of directional LEDs. Wall mounted lighting or lighted bollards may be used for entranceways and amenity spaces.

A photometric plan showing light impacts is a requirement of Site Plan Approval and will afford the municipality the opportunity to review the design.

7. Seeking details on screening for balconies and amenity areas.

The exact method screening will be refined through architectural design, but will likely include the use of “frosted” glass, landscaping or elevated railings.

8. Emphasis on good landscaping along perimeter with a mix of mature species and new plants.

The preliminary Landscape Plan prepared by Adesso Design Inc. shows an appropriate mix and spacing of landscaping throughout the site. The fifth storey amenity area will also be outfit with seasonal, moveable landscaping elements such as trees, flowers and plants.

The owners have stated their commitment through the public process to provide mature trees species as part of the planting strategy to provide immediate environmental, aesthetic and buffering benefits.

9. Consideration of modification to number of storeys (reduction) and design of building.

The owner has considered constructing a three-storey structure on the subject lands through their initial design efforts and as a result of public consultation. Through financial review it has been determined that the project is not financially viable if unit count were to be reduced below 47.

Condensing 47 units over 3 storeys as opposed to 4 storeys is possible, however, it would generally reduce each unit size by 25% and thus undermine the owner’s goal of developing and maintaining a luxury residential development. To achieve the development form and quality of development desired by the owners, it is their position and preference that the building not be altered.

10. Has underground parking been considered?

The provision of underground parking was contemplated through initial design but deemed financially prohibitive. Current market conditions are seeing the cost per underground parking to be between \$50,000 to \$75,000 per space.

To make underground parking feasible would require and increase in the proposed unit count and subsequently building height and mass. The owners are not interested in increasing the scale of development beyond what has been proposed.

11. How will mechanical units be located/screened?

Mechanical units are intended to be provided on the rooftop area within an enclosed mechanical room. This method will mitigate noise impacts.

12. How is waste collection to be handled on site?

Waste collection will be provided by a private contractor. The development will utilize MOLOK containers which are sealed and secured and provide superior protection against odour, leaks and vermin compared to typical dumpsters.

13. How will snow storage be accommodated?

Snow removal will be managed by an outside, private contractor.

Snow will be plowed into the landscaped areas for storage as part of typical property maintenance practices. In significant snowfall events, snow may be trucked off site.

14. Preference that development is residential rather than having commercial, due to noise impacts.

The owner is committed to a purely residential product, as they share similar concerns that the neighbours have about noise, traffic and other nuisance impacts being generated by permitted commercial uses.

The requested change in zoning to RM2 will not allow for the establishment of commercial uses.

15. Concerns from Fallingbrook Crescent Residents about overlook into rear yards along Pelham Street.

Existing dwellings on Fallingbrook Drive are setback a minimum of 61 metres from the proposed building face. This space includes a landscaped strip on the subject lands, east side municipal boulevard, two-lane road, west side municipal boulevard, tree line, fencing and rear yards.

Given such separation, the impact of overlook is considered to be limited.

16. What is the construction timeline?

If the Zoning By-law application is approved without the need for an appeal process, site development could begin in Fall 2023 and be largely completed by Fall/Winter 2024.

An appeal of the applications may delay development into 2024 or 2025.

17. Preference for a northern driveway access, rather than south location.

A southern access is required due to the location of the Town's new crosswalk along Pelham Street.

A northern access would conflict from a safety perspective and cannot be provided.

18. Concerns about the accuracy of the Transportation Report

The transportation report was prepared by a qualified transportation engineer and based on study scoping provided by the Town of Pelham. Town staff have reviewed this report and have cited no concerns or objections to the study through their review.

We trust that the additional information provided in this letter will assist Town staff in the formulation of their professional planning opinion and subsequent recommendation to Council.

If any matters required further clarification or discussion, please contact the undersigned.

Respectfully submitted,



Craig A. Rohe, M.Pl., MCIP, RPP
Senior Planner
Upper Canada Consultants

Cc: Barbara Wiens, MCIP, RPP, Director of Community Planning and Development, Town of Pelham
Duliban Family Holdings
ACK Architects Inc.



Proposed
Development



Proposed Street Rendering View Looking North | 1145 Pelham Street | Pelham Ontario

A · C · K
architects
STUDIO INC.



Proposed Street Rendering View Looking South | 1145 Pelham Street | Pelham Ontario



1169 PELHAM STREET
1-STOREY RESIDENTIAL

1161 PELHAM STREET
1-STOREY COMMERCIAL COMMERCIAL PLAZA

1145 PELHAM STREET
PROPOSED 4-STOREY RESIDENTIAL + 1 STOREY AMENITY SPACE

PROPOSED
DRIVEWAY
ENTRANCE

1133 PELHAM STREET
1.5 STOREY DWELLING

1131 PELHAM STREET
1 STOREY DWELLING

1127 PELHAM STREET
1 STOREY DWELLING

The Corporation of the Town of Pelham

By-law No. 4507 (2022)

Being a By-law to govern the proceedings of the Town of Pelham Council, its Committees, the conduct of its Members and the calling of Meetings and to repeal and replace By-Law No. 4107(2019), as amended.

WHEREAS pursuant to Section 238(2) of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended, (the "Act") every municipality and local board shall adopt a procedure by-law to govern the calling, place and proceedings of meetings;

AND WHEREAS Section 238(2.1) of the Act provides that the procedure by-law shall provide for public notice of meetings;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it necessary to set rules and regulations with regard to Council proceedings;

NOW THEREFORE Council of the Corporation of the Town of Pelham Enacts as Follows:

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1. Purpose

The purpose of this By-law is to govern the proceedings of the Town of Pelham Council, Committee of Council and Advisory Committees and the conduct of its Members and the calling of Meetings.

2. Definitions

In this By-law:

"Act" means the *Municipal Act, 2001*, SO Chapter 25, as amended, from time to time.

"Advisory Committee" means any board, commission or committee established by Council, which has at least one (1) Member appointed from Council. The Member(s) appointed by Council may be members of staff and of the public. Such a committee shall be governed by clear terms of reference.

"Agenda" means the order of business setting out the matters to be considered at a Meeting.

"Chair" or **"Presiding Officer"** means the Member presiding at any Meeting.

"Chief Administrative Officer" means the person appointed as Chief Administrative Officer of the Town of Pelham or their designate.

"Clerk" means the person appointed as Town Clerk of the Town of Pelham or their designate.

"Closed Session" or **"Closed Meeting"** means a Meeting of Council, Committee of Council or Advisory Committee, or a portion thereof, which is closed to the public under the authority of the Act or any other Act.

"Committee of Council" means a committee established by Council consisting solely of Members of Council.

"Confirming By-Law" means a by-law passed for the purpose of giving general affect to a previous decision or proceedings of Council.

"Consent Agenda" means items on the Agenda containing Recommendations from the Clerk as to their disposition, all of which may be adopted by one Motion of Council, but any of which may be transferred to the regular Agenda for consideration upon the request of a Member.

"Council" means the Town of Pelham's elected representatives, comprised of the Mayor, Deputy Mayor and Councillors.

"Councillor" means a person elected or appointed as a Member of Council, other than the Mayor.

"Chief Executive Officer" means the head of Council as defined in Section 225 of the Act.

"Delegate" or **"Delegation"** means a person, group of persons, firm or organization who addresses Council.

"Deputy Mayor" means the Member of Council who has been appointed to act for a designated period of time in the absence of the Mayor.

“Election Recess” means the time period determined by the Clerk that is immediately preceding and following the regular Municipal and School Board Election when Council meets less frequently.

“Electronic Device” means cellular telephones, smartphones, personal digital assistants, smartwatches, tablets, voice recorders and cameras or any other similar functioning device.

“Electronic Meeting” means a Meeting called and held, in full or in part, via electronic means, as determined by the Clerk.

“Electronic Participation” means participation in a Meeting via electronic means, as determined by the Clerk.

“Emergency Meeting” means a Meeting of Council held to consider any business of Council which is deemed by the Mayor or Deputy Mayor in their sole and unfettered discretion, to constitute an emergency situation or of severe consequence, or extraordinary situation.

“Friendly Amendment” means an amendment to a Motion under debate put forward by a Member that is perceived by all Members as an enhancement to the original Motion and is unanimously accepted.

“Holiday” means those dates listed as holidays in the *Legislation Act*, 2006, S.O., c. 21, Sc. F, as amended, the Civic Holiday in August, and any day as set out in a Town by-law to be a Holiday.

“Majority” means 50% plus one.

“Hybrid Meeting” means a Meeting where some Members participate electronically and some Members participate in-person.

“Majority Vote” means more than half of the votes cast by Members who are present and eligible to vote.

“Mayor” means the Head of Council for the Town of Pelham.

“Mayor-Elect” means the successful candidate for the office of Mayor following an election, who has not yet been formally installed or invested with their office.

“Meeting” means any Regular, Special, Emergency or other Meetings of Council, or of certain local boards or committees, where Quorum is present and where Members discuss or otherwise deal with matters in a way that materially advances the business or decision-making of the relevant body.

“Member” means a Member of Council and includes the Mayor, Deputy Mayor and a Member of an Advisory Committee appointed by Council.

“Motion” means a subject being presented for consideration of Council and duly moved and seconded.

"New Business" means an entirely new matter, of which the subject is not contained anywhere on an Agenda, or a matter not related to an item on an Agenda, such as a matter related to an enquiry.

"Notice of Motion" means a written or verbal notice presented to Council advising that the Motion described therein will be brought to a future Meeting of Council.

"Pecuniary Interest" or **"Conflict of Interest"** means a direct or indirect financial impact in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended.

"Public Meeting" means a statutory Meeting of Council or Committee of Council that is open to the public.

"Quorum" means the minimum number of Members that must be present at any of its Meetings to make the proceedings of that Meeting valid. For greater certainty, a Quorum of Council or Committee of Council is four (4).

"Recess" means a short intermission in the Meeting's proceedings which does not close the Meeting, and which business will resume immediately at the exact point where it was interrupted.

"Recommendation" means a suggestion or proposal by a Committee of Council, Advisory Committee, or by staff when accompanied by a staff report, to be considered by Council.

"Recorded Vote" means a vote where the response of each Member is recorded by the Clerk.

"Regular Meeting" means a scheduled Meeting held in accordance with the approved Council meeting schedule adopted by Council.

"Resolution" means a Motion that has been carried.

"Rules of Procedure" means the rules and procedures set out in this By-law.

"Special Meeting" means a Meeting held at a time different from a Regular Meeting for a special and limited purpose.

"Statutory Committee" means any board or committee established under the authority of provincial and/or federal legislation. Such a committee shall be governed by the terms of their specific statute and/or a terms of reference.

"Summer Recess" means the times during the months of July and August when Council and Committee of Council meets less frequently.

"Town" or **"Town of Pelham"** means The Corporation of the Town of Pelham.

"Town Hall" means the municipal office located at 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0.

“Two-Thirds (2/3) Vote” means at least two-thirds of the votes cast by the Members who are present and eligible to vote. For greater certainty, a Two-Thirds (2/3) Vote is five (5) for a Council of 7 Members.

“Unfinished Business” means matters listed on an Agenda which have not been dealt with by curfew or the adjournment of the Meeting, or a matter that has been deferred for further or future consideration.

“Volunteer Working Committee” means a group of individuals, led by Town staff, engaging in volunteer activities, or a specific project with a set timeframe or ongoing commitment to complete a task to the benefit of the Town.

“World Religious Holiday” means observation of select world religious holidays, including: Eid al-Adha, Rosh Hashanah, Yom Kippur, Diwali, Ramadan, Passover and Hanukkah.

3. Principles and Application

- 3.1. The following principles reflect the intent on which the provisions of this By-law are based:
 - a. The Majority of Members have the right to decide;
 - b. The minority of Members have the right to be heard;
 - c. Members have the right to an efficient Meeting;
 - d. All Members have the right to be treated with respect and courtesy; and
 - e. All Members have equal rights, privileges and obligations.
- 3.2. Council, Committee of Council and Advisory Committees shall observe the Rules of Procedure contained in this By-law, in all proceedings.
- 3.3. Advisory Committees shall refer to the provisions outlined in Section 41 and Appendix “A” of this By-Law to govern the calling and proceedings of Meetings.
- 3.4. The Clerk shall be responsible to interpret the Rules of Procedure under this By-law.
- 3.5. No Meetings of Council, Committee of Council or Public Meetings shall be held in the absence of the Clerk. For greater certainty, this includes all Closed Session Meetings.

4. Parliamentary Authority

- 4.1. All matters, points of order or questions of procedure arising and not provided for in the Rules of Procedure contained herein shall be in accordance with *Meeting Procedures, Parliamentary Law and Rules of Order for the 21st Century*, by James Lochrie, and in such cases the decision of the Chair.

5. Suspend the Rules

- 5.1. In the absence of any statutory obligations, the Rules of Procedure

may be temporarily suspended at such times and upon such conditions as may be deemed appropriate by Council, by an affirmative Two-Thirds (2/3) Vote of the Members present.

6. Curfew

- 6.1. Unless approved by a Two-Thirds (2/3) Vote of Members present, to waive this provision and extend for an additional period of thirty (30) minutes, no item of business may be dealt with at a Meeting after ~~nine-thirty~~ **one** (~~9:30~~ **1:00**) p.m. but shall be adjourned, and any outstanding business shall be deferred to the next scheduled Regular Meeting or another Meeting date called by the Mayor to reconvene. Alternatively a Meeting may be recessed to another date called by the Mayor to reconvene. Curfew shall not be extended past ~~ten~~ **one-thirty** (~~10:00~~ **1:30**) p.m.

7. Amendment to this By-Law

- 7.1. No amendment, alteration or addition to this By-law shall be made unless due notice has been given setting forth the proposed amendment, alteration or addition at a previous Meeting and a Majority of all Members present at the latter Meeting vote in the affirmative and in accordance with the Town's Public Notice Provisions, Policy S201-14, as amended.

8. Roles and Duties

8.1. Mayor

It is the role of the Mayor as head of Council to:

- a. Act as Chief Executive Officer of the Town;
- b. Preside over Council Meetings so that its business can be carried out efficiently and effectively, unless unavailable, in which case the Deputy Mayor will act as the Chair/Presiding Officer;
- c. Provide leadership to Council;
- d. Represent the Town at official functions; and
- e. Carry out the duties of head of Council under the Act.

8.2. It is the role of the Mayor as Chief Executive Officer of the Town to:

- a. Uphold and promote the purpose of the Town;
- b. Promote public involvement in the Town's activities;
- c. Act as representative of the Town within and outside the Town, and promote the Town locally, nationally and internationally; and
- d. Participate in and foster activities that enhance the economic, social and environmental well-being of the Town and its residents.

8.3. Council

It is the role of Council to:

- a. Represent the public and to consider the well-being and interests of the Town;
- b. Develop and evaluate the policies and programs of the Town;
- c. Determine which services the Town provides;
- d. Ensure that administrative policies, practices and procedures, and controllership policies, practices and procedures are in place to implement the decisions of Council;
- e. Ensure the accountability and transparency of the operations of the Town, including the activities of the senior management of the Town;
- f. Maintain the financial integrity of the Town; and
- g. Carry out the duties of Council under the Act or any other applicable Act.

8.4. Chief Administrative Office

It is the role of the Chief Administrative Officer to:

- a. Exercise the general control, leadership and management of the administrative affairs of the Town for the purpose of ensuring the efficient and effective operation of the Town;
- b. Acts as the link between Council and staff;
- c. Perform such other duties as are assigned by Council, including implementing the strategic plan and priorities;
- d. Review and guide all policy Recommendations prior to submission to Council;
- e. Provide expert professional advice to Council and ensure the proper implementation of Council's decisions; and
- f. Assist Council in discharging its responsibilities and, in a non-partisan manner, to aid Members on carrying out their duties.

8.5. Clerk

It is the role of the Clerk to:

- a. Carry out the responsibilities of the role as described in Section 228 of the Act;
- b. Provide procedural advice to the Chair and Council on Agenda business and on preparing Motions;
- c. Ensure notice of Meetings is provided as set out in this By-law;
- d. Make minor deletions, additions or other administrative changes to any by-law, Motion, and/or minutes to ensure the correct and complete implementation of the actions of Council;
- e. Authenticate by signature when necessary all by-law and minutes of Meetings and certify copies of such documents when required; and

- f. Perform such other duties as prescribed by law, or by direction of Council.

9. Inaugural Meeting of Council

- 9.1. The first Meeting of Council following a regular Municipal and School Board Election shall be held on the first ~~Tuesday~~ **Wednesday** after Council takes office pursuant to the *Municipal Election Act, 1996* at 5:30 p.m. at the Meridian Community Centre (100 Meridian Way, Fonthill, Ontario, L0S 1E6) or at such alternate location as determined by the Mayor-Elect and Clerk.
- 9.2. At the inaugural Meeting of Council, the only business to be brought before the Meeting shall be:
 - a. Declarations of Office; and
 - b. Matters incidental to any of the above.
- 9.3. Despite Section 9.2, an inaugural address by the Mayor may be delivered at the inaugural Meeting of Council or at a subsequent Meeting of Council.

10. Conduct of Proceedings at a Meeting

- 10.1. It shall be the duty of the Chair, with respect to any Meetings to which they preside:
 - a. To open the Meeting, declare Quorum and call the Members to order;
 - b. Announce the business in the order in which it is to be acted upon;
 - c. To receive and submit, in the proper manner, all Motions presented by the Members;
 - d. To put to vote all questions which are duly moved and seconded, or necessarily arise in the course of proceedings, and to announce the result;
 - e. Decline to put to a vote to a Motion which infringes the Rules of Procedure as set out in this By-law;
 - f. Restrain the Members, within the Rules of Procedure, when engaged in debate;
 - g. Enforce on all occasions the observance of order and decorum among the Members and the public;
 - h. Call by name any Member or Delegate persisting in breach of the Rules of Procedure at a Meeting thereby ordering them to vacate the Council Chambers, or other designated Meeting place;
 - i. Receive all messages and other communications and announce them;
 - j. Authenticate, by signature when necessary by-laws, Resolutions and minutes;
 - k. Inform Members when necessary or when referred to for the purpose of a point of order or usage of the Rules of

Procedure;

- l. Enforce all time limits set out in this By-law unless a time extension is approved by a Two-Thirds (2/3) Vote of Members present;
- m. Represent and support Council, declaring its will and implicitly obeying its decisions in all things;
- n. Ensure that the decisions of Council, a Committee of Council or Advisory Committee, are in conformity with the laws and By-laws governing the activities of the Council;
- o. Adjourn the Meeting when the business is concluded; and
- p. Adjourn the Meeting, without question put, in the case of grave disorder arising in the Council Chambers, or other designated meeting place.

10.2 The Presiding Officer may take part in any debate without leaving the chair. If the Presiding Officer desires to introduce a Motion or by-law, the Presiding Officer shall vacate the chair for that purpose and shall call on another Member to fill their place until they resume the chair.

10.3 Points of order arising in a Meeting shall be decided by the Chair, subject to an appeal by Members.

11. Notice of Meetings

- 11.1. The Council meeting schedule, inclusive of Regular Meetings of Council and Public Meetings, upon Council's approval, shall be posted annually to the Town's website prior to the end of the current calendar year.
- 11.2. When a Regular Meeting of Council or Public Meeting falls on a Holiday or World Religious Holiday, Council shall meet at the same hour on the next following day which is not a Holiday or World Religious Holiday. For greater certainty, if a World Religious Holiday is a multi-day event, Council shall not meet on the first or last day of the said World Religious Holiday.
- 11.3. Notice of a Regular Meeting of Council, Committee of Council or Public Meeting, for public information, shall consist of posting an Agenda of the said Meeting on the Town's website, at least five (5) days prior to the date of the Meeting, **being the Friday prior to the Meeting**. For greater certainty, the day the Agenda is posted on the Town's website is considered a day of notice.
- 11.4. Notice of a Special Meeting for public information shall consist of posting a Meeting placeholder on the Town's website at least 48 hours prior to the date of the Meeting.
- 11.5. Notice of an Emergency Meeting for public information shall consist of posting an Agenda of the said Meeting on the Town's website, as soon as practically possible prior to the Meeting.

- 11.6. Lack of notice shall not affect the validity of a Meeting or any action taken at such Meeting.

12. Delivery of Agenda

- 12.1. Agendas, along with supporting materials, for Regular Meetings, Committee of Council Meetings and Public Meetings shall be delivered to all Members by 4:30 p.m. at least six (6) days prior to the date of the Meeting, **being the Thursday prior to the meeting**, by electronic notification. All Members shall access Agendas and supporting materials electronically via the Town's electronic agenda management system, unless otherwise arranged with the Clerk.
- 12.2. Agendas, along with supporting materials, shall be delivered to the public by 1:00 p.m. on the date in conjunction with paragraph 11.3 prior to Regular Meetings, Committee of Council Meetings and Public Meetings by way of posting on the Town's website.
- 12.3. Agendas, along with supporting materials, for Special Meetings shall be delivered to all Members twenty-four (24) hours prior to the Special Meeting.
- 12.4. Agendas, along with supporting materials, for Emergency Meetings shall be delivered to all Members of Council as soon as practically possible by the Clerk.
- 12.5. Agendas, along with supporting materials, for Special Meetings and Emergency Meetings shall be delivered to the public as soon as practically possible by the Clerk by way of posting on the Town's website.
- 12.6. All Closed Session Agendas and supporting materials will not be published to the public.
- 12.7. Adding items to the Agenda by addendum shall be avoided for all but urgent and extremely time sensitive matters.

13. Regular Meetings

- 13.1. Regular Meetings shall be held in Council Chambers at Town Hall, the Meridian Community Centre, or electronically, on the first and third ~~Tuesday~~ **Wednesday** of each month at ~~5:30 p.m.~~ **9:00 a.m.** unless Council, by Resolution, directs otherwise. If Council otherwise directs, notice shall be posted on the Town's website advertising the time and place.
- 13.2. A Regular Meeting shall not be scheduled for the first full week of January.
- 13.3. Any Member of Council, may submit in writing, an item for inclusion on the Agenda under Reports from Members of Council, New Business or Notice of Motions at least eight (8) days prior to the Meeting.
- 13.4. The business of the Council shall in all cases be taken up in the

order in which it stands upon the Agenda, unless otherwise directed by Council or amended pursuant to Section 18.1 of this By-law.

- 13.5. An item of business not listed on the Agenda cannot be introduced at a Meeting without the approval of Council expressed by a Motion to amend the Agenda.

14. Committee of the Whole

- 14.1. Committee of the Whole may be held during a Regular Meeting or on its own.
- 14.2. The Mayor or Deputy Mayor may at any time summon a Special Committee of the Whole Meeting.
- 14.3. Committee of the Whole Meetings will be held within the Regular Meeting on the day provided in the approved council meeting schedule, unless otherwise decided by Resolution.
- 14.4. The Mayor may, at any time, summon a Special Meeting of Committee of the Whole by giving direction to the Clerk stating the date, time and purpose of the special Committee of Council Meeting.
- 14.5. The Deputy Mayor shall preside over Committee of Council Meetings as Chair.
- 14.6. The Rules of Procedure contained in this By-law shall be observed in the Committee of Council, except that:
 - a. Discussion may take place in the absence of a Motion;
 - b. Permission for a Member to speak is not required, but the Member should be recognized by the Chair;
 - c. The number of times a Member may speak on any question shall not be limited, provided that any second and subsequent statements are responsive to issues raised by other Members or contain new information not contained in the Member's original statement;
 - d. There shall be no time limit with respect to the speeches of Members;
 - e. A Motion to close debate is not permitted;
 - f. The Chair is permitted to participate in debate and discussion;
 - g. There shall be no call for a Recorded Vote;
 - h. No Motion shall be required to be in writing or seconded;
 - i. Committee of Council shall only recommend items for approval to a Council Meeting; and
 - j. Committee of Council may, by Majority Vote, provide direction to staff.
- 14.7. Lack of notice shall not affect the validity of the Special Meeting or any action taken at such Meeting.

15. Special Meeting of Council

- 15.1. The Mayor may at any time summon a Special Meeting.
- 15.2. The Clerk shall, upon receipt of a written petition signed by a Majority of the Members of Council, summon a Special Meeting for the purpose and at the time and place mentioned in the petition.
- 15.3. Minimum notice to all Members of Council shall consist of an email and/or a telephone message, followed by an electronic Agenda delivery.
- 15.4. The only business to be dealt with at a Special Meeting is that which is identified in the notice of the Meeting.
- 15.5. Lack of notice shall not affect the validity of the Special Meeting or any action taken at such Meeting.

16. Emergency Meeting of Council

- 16.1. Notwithstanding any other provisions of this By-law, an Emergency Meeting may be summoned by the Mayor or Deputy Mayor to deal with an emergency or other extraordinary situation, as determined by the Mayor or Deputy Mayor in their sole and unfettered discretion.
- 16.2. The Clerk shall notify or attempt to notify all Members of Council and the public about the Emergency Meeting as soon as possible and in the most expedient manner available, including but not limited to, posting a notice on the Town's website.
- 16.3. No business except dealing directly with the emergency or extraordinary situation shall be transacted at the Emergency Meeting.
- 16.4. Lack of notice shall not affect the validity of an Emergency Meeting or any action taken at such meeting.

17. Closed Session Meetings

- 17.1. Regular Meetings, Special Meetings, Public Meetings, Committee of Council and Advisory Committees shall be open to the public except where the Members present determine that certain matters on the Agenda shall not be open to the public. No person shall be excluded from a Public Meeting except for improper conduct as determined by the Chair. For greater certainty, a Meeting being open to the public includes the meeting being available via livestream or Electronic or Hybrid participation. During a Closed portion of a meeting, the Clerk shall end all livestreaming and remove any person(s) not entitled to participate from the Meeting, which includes physically or via Electronic Participation.

- 17.2. In accordance with Section 239(2), 239(3) and 239(3.1) of the Act a Meeting or part of a Meeting may be closed to the public if the subject matter being considered is:
- a. The security of property of the municipality or local board;
 - b. Personal matters about an identifiable individual, including municipal or local board employees;
 - c. A proposed or pending acquisition or disposition of land by the municipality or local board;
 - d. Labour relations or employee negotiations;
 - e. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - f. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - g. A matter in respect of which a council, board, committee or other body may hold a Closed Meeting under another Act;
 - h. Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
 - i. A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - j. A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
 - k. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
- (3) Other criteria – A Meeting or part of a Meeting shall be closed to the public if the subject matter being considered is:
- a. A request under the Municipal Freedom of Information and Protection of Privacy Act, or if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
 - b. An ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of this Act, or the investigator referred to in subsection 239.2(1).
- (3.1) Educational or training sessions – A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- a. The meeting is held for the purpose of educating or training the members; and
 - b. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- 17.3. Before holding a Meeting or part of a Meeting that is to be closed to the public, there shall be a Resolution stating the: fact of holding the Closed Meeting, general nature of the matter to be considered, section and subsection of the Act or another Act and referencing any applicable file number(s).
- 17.4. All Electronic Devices must be turned off throughout Closed Meetings with the exception of the Clerk's Electronic Device which records the official record of the Meeting. Other than the Clerk, staff, Members of Council or authorized delegates shall not record any proceedings within the Closed Meeting.
- 17.5. A Meeting shall not be closed to the public during the taking of a vote except where:
 - a. The provisions of this By-law or the Act permit or require the Meeting to be closed to the public; and
 - b. The vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the Town or persons retained by or under a contract with the Town.
- 17.6. On reconvening in public session, a Motion to rise and report shall be decided without debate.
- 17.7. Members shall hold in strict confidence all information concerning matters dealt with in Closed Session. No Member shall release, make public, or in any way divulge any such confidential information or any aspect of Closed Session deliberations, unless expressly authorized by Council or required by By-Law.

18. Agenda – Regular Meetings

- 18.1. The Clerk shall prepare the Agenda for all Regular Meetings. The order of proceedings shall be as follows, unless otherwise jointly determined by the Clerk and Chief Administrative Officer:
 - a. Call to Order and Declaration of Quorum
 - b. Land Recognition Statement
 - c. Approval of the Agenda
 - d. Disclosure of Pecuniary Interest and General Nature Thereof
 - e. Hearing of Presentations, Delegations, Regional Report
 - I. Presentations
 - II. Delegations
 - III. Report of Regional Councillor
 - f. Adoption of Council Minutes

- g. Request(s) to Lift Consent Agenda Items for Separate Consideration
- h. Consent Agenda Items to be Considered in Block
 - I. Presentation of Recommendations Arising from Committee of Council, for Council Approval
 - II. Minutes Approval – Committee of Council
 - III. Staff Reports of a Routine Nature for Information or Action
 - IV. Action Correspondence of a Routine Nature
 - V. Information Correspondence
 - VI. Regional Municipality of Niagara Correspondence for Information or Action
 - VII. Advisory Committee Correspondence for Information or Action
 - VIII. Advisory Committee Minutes for Information
- i. Consent Agenda Item(s) Lifted for Separate Consideration, if any
- j. Presentation and Consideration of Reports
 - I. Members of Council Reports
 - II. Staff Reports Requiring Action
- k. Unfinished Business
 - l. New Business
- m. Presentation and Consideration of By-laws
- n. Motions and Notices of Motion
- o. Committee of the Whole
 - I. Reports
- p. Rise from Committee of the Whole
- q. Resolution to Move In Camera
- r. Rise from In Camera
- s. Confirming By-law
- t. Adjournment.

19. Agenda – Special and Emergency Meetings

- 19.1. The Clerk shall prepare the Agenda for all Special and Emergency Meetings. The order of proceedings shall be as follows, unless otherwise jointly determined by the Clerk and Chief Administrative Officer:
 - a. Call to Order and Declaration of Quorum
 - b. Land Recognition Statement
 - c. Adoption of Agenda
 - d. Disclosure of Pecuniary Interest and General Nature Thereof
 - e. Resolution to Move in Camera
 - f. Rise from In Camera
 - g. Adjournment.

20. Agenda – Special Committee of the Whole

20.1. The Clerk shall prepare the Agenda for all Special Committee of the Whole Meetings. The order of proceedings shall be as follows, unless otherwise jointly determined by the Clerk and Chief Administrative Officer:

- a. Call to Order and Declaration of Quorum
- b. Land Recognition Statement
- c. Opening Remarks
- d. Adoption of Agenda
- e. Disclosure of Pecuniary Interest and General Nature Thereof
- f. Presentations
- g. Department Reports
- h. Committee Input
- i. Adjournment.

21. Agenda – Public Meetings and Public Hearings

21.1. The Clerk shall prepare the Agenda for all Public Meetings under the *Planning Act* and Public Hearings. The order of proceedings shall be as follows, unless otherwise jointly determined by the Clerk and Chief Administrative Officer:

- a. Call to Order and Declaration of Quorum
- b. Land Recognition Statement
- c. Adoption of Agenda
- d. Disclosure of Pecuniary Interest and General Nature Thereof
- e. Planning Act Application
 - I. Planning Report and Presentation
 - II. Applicant's Presentation
 - III. Public Input
 - IV. Committee Input
 - V. Presentation of Resolutions
- f. Adjournment.

22. Electronic and Hybrid Participation

22.1. A Regular Meeting, Special Meeting, Committee of Council, Public Meeting or hearing, or Advisory Committee or Committee of Adjustment Meeting may be conducted by an Electronic Meeting or Hybrid Meeting.

22.2. Method(s) of Electronic or Hybrid Participation, including the technology platform used, shall be determined by the Clerk in consultation with Chief Administrative Officer, and may vary from time to time.

22.3. In the case where a Member requests Electronic Participation in an otherwise in-person Meeting, that Member shall notify the Clerk at least two (2) business days in advance of the date of the Meeting, or as soon as possible under the circumstances.

- 22.4. A Member who participates in an Electronic or Hybrid Meeting will have the same rights and responsibilities as if the Member were in physical attendance.
- 22.5. Members present during an Electronic or Hybrid Meeting shall be counted for purposes of Quorum at the commencement and at any point in time during the Meeting and shall be entitled to vote.
- 22.6. If Quorum cannot be maintained during an Electronic or Hybrid Meeting, due to a loss of Members' electronic connection, the Meeting will be Recessed for up to fifteen (15) minutes to allow for the electronic connection to be restored. If Quorum cannot be restored within fifteen (15) minutes, the Meeting will be Recessed or adjourned.
- 22.7. All Members votes at an Electronic or Hybrid Meeting shall be recorded by the Clerk through a Recorded Vote.
- 22.8. An Electronic or Hybrid Meeting may include a Closed Session component.
- 22.9. Members participating electronically in a Closed Session Meeting must ensure that no other person is in the location from which they are participating in the Meeting, or make appropriate arrangements so that any other person cannot see or hear any of the confidential deliberations taking place. If this is not possible, the Member will withdraw from the Meeting until it has reconvened in open session.
- 22.10. All Electronic or Hybrid Regular Meetings, Committee of Council Meetings, Special Meetings, Emergency Meetings, Public Meetings and hearings and Committee of Adjustment Meetings shall be livestreamed.
- 22.11. A public notice of an Electronic or Hybrid Meeting shall include sufficient information as to provide the public with a means to electronically access the open session of such Electronic or Hybrid Meeting.
- 22.12. Delegations shall be permitted to participate electronically. In an otherwise in-person Meeting, the Delegate shall notify the Clerk at least five (5) business days in advance of their intention to participate electronically.
- 22.13. The Rules of Procedure shall continue to apply when Meetings include Electronic or Hybrid Participation, with such necessary modifications as may be required to accommodate such participation at the discretion of the Clerk.

23. Recording and Livestreaming

- 23.1. Regular Meetings, Special Meetings, Committee of Council Meetings, Public Meetings and hearing and Committee of Adjustment Meetings shall be recorded and livestreamed.

- 23.2. Closed Session Meetings shall be exempt from recording and livestreaming, and recording and livestreaming shall cease upon a Motion being passed to move into Closed Session and recording and livestreaming may commence when Council rises from Closed Session.
- 23.3. All Electronic Devices must be turned off throughout Closed Session Meetings with the exception of the Clerk's Electronic Device which records the Meeting.
- 23.4. The electronic recording of the Meeting made by, and in the possession of the Clerk, shall be deemed the only official version of the Meeting and shall be the only version to be used for evidentiary records.

24. Quorum and Remedy

- 24.1. In order that legal business be conducted, a Quorum of Council, Committee of Council, Advisory Committee or Statutory Committee shall be present.
- 24.2. If there is no Quorum present within twenty (20) minutes after the starting time, the Meeting stands adjourned until the next Regular Meeting or Special Meeting or until rescheduled.
- 24.3. Notwithstanding section 24.2, if the Clerk is able to confirm, by telephone or email, Quorum cannot be achieved within the prescribed time period, the Clerk may adjourn the meeting prior to the expiry of the twenty (20) minutes.
- 24.4. Should loss of Quorum occur during a Meeting, the Meeting may be Recessed for a period of fifteen (15) minutes to restore Quorum. If Quorum is not restored the Meeting shall stand adjourned.
- 24.5. Where the number of Members, who by reason of the provisions of the *Municipal Conflict of Interest Act, 1990*, as amended, are unable to participate in a Meeting, is such that at that Meeting the remaining Members are insufficient to constitute a Quorum, then the remaining number of Members shall be deemed to constitute a Quorum, provided such number is not less than two (2).

25. Absence of the Mayor

- 25.1. If the Mayor does not attend within fifteen (15) minutes after the starting time for the Meeting, the Deputy Mayor for the purposes of this By-law shall act in the place and stead of the Mayor and shall have all the rights, powers and authority of the Mayor, while so acting.
- 25.2. In the event the Deputy Mayor is unable, for any reason to act in the place and stead of the Mayor, the Clerk shall call the Members to order and an Acting Mayor shall be appointed, by Resolution from among the Members present and shall preside until the arrival of the Mayor, and while so presiding the Acting Mayor appointed

shall have all the powers and authority of the Mayor while so acting.

26. Call to Order

26.1. The Mayor or Deputy Mayor presides at all Meetings and calls the Meeting to order once a Quorum is present.

27. Disclosure of Pecuniary Interest

27.1. It is the sole responsibility of each Member to:

- a. Understand and comply with their legal obligations under the *Municipal Conflict of Interest Act, 1990*, as amended;
- b. Identify and disclose any Pecuniary Interest, direct or indirect, as it arises;
- c. Clearly describe the general nature of the Pecuniary Interest;
- d. Surrender the chair, when applicable;
- e. Abstain from discussing and voting on the matter, and it shall be the practice of Members to vacate the Meeting during deliberation and voting on the matter in which the Member has so disclosed;
- f. Leave the Meeting or the part of the Meeting during which the matter is under consideration (for open or Closed Session);
- g. If a Member is absent from a Meeting where a matter is considered for which the Member would have disclosed a Pecuniary Interest were the Member in attendance, the interest shall be disclosed in full at the next Meeting at which the Member is present, and such disclosure shall be in the same manner as if the Member were present at the Meeting; and
- h. Members shall complete the required written statement of Disclosure of Pecuniary Interest which shall state the Member name, Meeting date, Agenda item number and title, and the general nature of the Pecuniary Interest. The statement shall be dated and signed by the Member and submitted to the Clerk for retention and publication in the Registry of Disclosure.

27.2. A declaration of Pecuniary Interest does not prohibit a Member from moving, seconding or voting on a matter of general procedure, including:

- a. Adoption of the Agenda;
- b. Approval of the Minutes of a previous Meeting;
- c. An omnibus Motion to approve items on the Consent Agenda; and
- d. An omnibus Motion to adopt all by-laws presented for adoption at the Meeting.

27.3. By voting on a matter(s) described in Section 27.2 the vote shall be deemed to be save and except for any matter which the Member

declared a Conflict of Interest.

28. Delegations and Presentations

- 28.1. Request to appear before Council as a Delegation shall be submitted in the prescribed form, available through the Clerk's Department and the Town's website, no later than 12:00 p.m. noon ~~ten (10)~~ nine (9) days prior to the Meeting, being the Monday, the week prior to the Meeting.
- 28.2. The request to appear before Council form and any attachments submitted will be part of the official record of the proceedings of Council and considered a public document.
- 28.3. The Clerk shall list a maximum of four (4) Delegations per Meeting on the Agenda. Delegations are to be scheduled by the Clerk on a first-come, first-serve basis. In the event the number of maximum Delegations has been attained then any additional Delegations will be placed on the next scheduled Regular Meeting.
- 28.4. Notwithstanding Section 28.3, the Clerk in consultation with the Mayor and Chief Administrative Officer may prioritize Delegations related to items on the Agenda, thereby superseding the first-come, and first-serve basis.
- 28.5. A presentation by a Delegation, who is a member of the public, shall be a maximum of ~~ten (10)~~ five (5) minutes (whether the Delegation consists of an individual or a group) unless the Chair gives permission for a longer presentation.
- 28.6. A presentation by a Delegation, who is a member of Town or Regional staff, shall be a maximum of twenty (20) minutes, unless the Chair gives permission for a longer presentation.
- 28.7. Delegations shall not be permitted on the following topics:
- a. Administrative or operational matters involving Town staff or contracted personnel; or
 - b. Advertisements for products or services or for the sole purpose of publicity or promotion; or
 - c. Any employee relations or disputes; or
 - d. Bid or potential bid on a tender that is currently open or being presented for approval; or
 - e. Election campaigning; or
 - f. Matters of litigation or potential litigation with the Town; or
 - g. Matters outside or beyond the Town's jurisdiction; or
 - h. Matters which are the subject of a future statutory Public Meeting or of a statutory Public Meeting which has been closed; or
 - i. Requests to reconsider a decided matter within one year of the original decision; or
 - j. Union negotiations and labour relations.

- 28.8. A Delegate who has previously appeared on the same matter is limited to providing only new information in any subsequent appearance(s).
- 28.9. The Clerk in consultation with the Chief Administrative Officer may refuse to schedule a Delegation if it is deemed at their sole and unfetter discretion the topic is contrary to Town policies or public interest or if the matter has been previously considered and no new information is presented.
- 28.10. A Delegate shall not:
- a. Speak disrespectfully to any person; or
 - b. Use offensive language; or
 - c. Speak on any subject other than the subject for which they have received approval to address Council; or
 - d. Disobey the Rules of Procedure or a decision of the Chair.
- 28.11. Except on matters of order, Members, other than the Chair, shall not interrupt a Delegate while addressing Council.
- 28.12. Members shall not enter into debate or argue with the Delegate(s).

29. Minutes

- 29.1. The minutes of a Meeting shall record:
- a. The place, date and time of the Meeting;
 - b. The names of the Chair, Members and staff in attendance;
 - c. Disclosure of any Pecuniary Interest and the general nature thereof;
 - d. All Resolutions, decisions and other proceedings of the Meeting without note or comment; and
 - e. The time of commencement and adjournment.
- 29.2. After the Council minutes have been approved by Council, they shall be signed by the Chair and Clerk, and shall be the official record of the Meeting.

30. Petitions and Communications

- 30.1. Every communication, including a petition designed to be presented to Council, shall be legibly written or printed and shall not contain any obscene or improper material or language and shall be signed by at least one (1) person and filed with the Clerk. For greater certainty, any communication or petition submitted anonymously shall not be listed on the Agenda.
- 30.2. Every petition and/or communication listed on the Agenda, including personal information, forms part of the official public record and shall be released to the public.
- 30.3. Every petition or communication shall be delivered to the Clerk before 12:00 p.m. noon no less than ~~ten (10)~~ **nine (9)** days prior to

the Regular Meeting, **being the Monday prior to the meeting** and shall be in the form of petition available from the Clerk or the Town's website.

- 30.4. The Clerk shall redact portions of, or deny in full, correspondence should the correspondence not conform with the Town's Council Correspondence Policy, S201-19, as amended.
- 30.5. All correspondence received by the Regional Municipality of Niagara shall be listed on the Agenda.
- 30.6. All Resolutions received from other municipalities shall be distributed to Members of Council, for information purposes, by e-mail as a Council Correspondence Listing.
- 30.7. Any Member of Council is entitled to request the Clerk to place any communication, petition or Resolution that is included in the Council Correspondence Listing on the next Agenda.

31. Unfinished Business

- 31.1. Any items not disposed of at a prior Meeting shall be repeated on each subsequent Agenda until disposed of by Council or Committee of Council, unless removed from the Agenda by leave of Council.

32. Reading of By-Laws and Proceedings Thereof

- 32.1. All by-laws are numbered consecutively in the year in which they are considered (i.e. number one in 2023 as "1-2023").
- 32.2. By-laws may be introduced upon single Motion duly moved and seconded, specifying the title and description of the by-law.
- 32.3. Every by-law, when introduced, shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any Act.
- 32.4. Every by-law shall have three (3) readings prior to it being passed and all such readings, may or may not, take place in the same Meeting of Council.
- 32.5. Any Member of Council may request to have one or more by-laws to be considered separately.
- 32.6. Every by-law enacted by Council shall be numbered, dated and signed by the Clerk and Chair who presided at the Meeting. The seal of the Town shall be affixed to the said by-law.
- 32.7. The Clerk is hereby authorized to effect any minor modifications or corrections of an administrative, clerical, numerical, grammatical, semantic or descriptive nature or kind to the by-laws and schedules as may be necessary after the passage of the by-law.
- 32.8. The proceedings at every Meeting of Council shall be confirmed by by-law so that every decision of Council at that Meeting and every

Resolution passed thereat shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted. Confirming By-laws are not amendable or debatable.

33. Notice of Motion

- 33.1. A Notice of Motion is a verbal statement of intention by a Member of Council to introduce a Motion at a future Meeting. A Notice of Motion is not debatable.
- 33.2. All Notices of Motion shall be in writing and filed with the Clerk.
- 33.3. After having provided a Notice of Motion at a Meeting, the Member of Council shall prepare and submit the Motion, in writing, to the Clerk no later than 12:00 p.m. noon, eight (8) days prior to the Meeting, so that it can be included in the Agenda for the subsequent Meeting at which the Motion is to be introduced for consideration by Council.
- 33.4. If the Motion for which notice was given is not seconded at the Regular Meeting of Council designated or is withdrawn voluntarily by the Member who gave notice, the Clerk shall remove the Motion from the Agenda.
- 33.5. Any Motion may be introduced without notice, if Council suspends its notice rules on the affirmative Two-Thirds (2/3) Vote of the Members present.

34. Motions

- 34.1. All Motions shall be duly moved and seconded before being debated or put to a vote.
- 34.2. When a Motion is presented it shall be stated by the Chair, or the Member presenting the Motion, or the Clerk, before debate or put to a vote.
- 34.3. Consideration of a Motion may be interrupted by consideration of a Motion with a higher priority.
- 34.4. A Motion properly before Council, Committee of Council or Advisory Committee for decision must receive disposition before any other matter may be debated.
- 34.5. A Motion to suspend the Rules of Procedure must identify the specific rule to be suspended. A Motion to suspend Rules of Procedure require a Two-Thirds (2/3) Vote.
- 34.6. A Motion with respect of a matter which is beyond the jurisdiction of the Council, Committee of Council or Advisory Committee shall not be in order.
- 34.7. A Friendly Amendment to a Motion may be requested by a Member, and if accepted by unanimous consent, the amendment becomes

part of the Motion without need for a formal amending Motion.

34.8. All order of precedence and rules governing Motions shall be adhered to as listed in Appendix B.

35. Reconsideration

35.1. A Motion to reconsider means a Motion requesting to bring back, for further consideration, a Motion which has already been voted on by Council;

35.2. A Motion to reconsider must be moved and seconded by Members of Council that voted with the Majority in the matter to be reconsidered;

35.3. A Motion to reconsider must be made by Notice of Motion in accordance with Section 33 of this By-Law;

35.4. Before accepting Notice of Motion to reconsider, the Chair may ask the Member of Council to confirm that they voted with the Majority on the matter in question;

35.5. A Motion to reconsider must be passed by a Two-Thirds (2/3) Vote of Members present;

35.6. If a Motion to reconsider is decided in the affirmative, then consideration of the original Motion shall become the next order of business unless the Motion to reconsider included direction to postpone reconsideration to a definitive date. Debate on the Motion to be reconsidered may proceed as though the Motion had never previously been decided;

35.7. Actions of Council that have been acted upon and cannot be reversed or suspended cannot be reconsidered;

35.8. No debate on a Motion to reconsider shall be permitted, however, the mover and seconder of a Motion to reconsider may provide or may make brief and concise statements outlining the reasons for proposing such reconsideration;

35.9. No matter shall be reconsidered more than once per term of council, nor shall a vote to reconsider be reconsidered; and

35.10. Notwithstanding Sections 35.2, 35.4 and 35.5 above, the above reconsideration rules shall not apply to the following:

- a. A Motion passed by previous Councils; or
- b. A Motion related to an order, practice or procedure within the Rules of Procedure.

36. Voting on Motions

36.1. A Motion shall be put to a vote by the Chair immediately after all the Members who wished to speak on the Motion have spoken, in accordance with the Rules of Procedure.

- 36.2. After a Motion is put to a vote by the Chair, no Member shall speak on that Motion, nor shall any other Motion be made until after the result of the vote is announced by the Chair.
- 36.3. No Member shall leave their seat or make any noise or disturbance while a vote is being taken until the vote is declared.
- 36.4. Every Member shall have one (1) vote. For greater certainty, proxy voting is not permitted.
- 36.5. Every Member present shall vote on every Motion unless the Member has declared a Pecuniary Interest in the matter or is otherwise prohibited by statute.
- 36.6. While every Member has the right to abstain from voting, the abstention shall be interpreted and recorded as a vote in the negative of a Motion.
- 36.7. In a Regular, Special, Emergency ~~or Committee in Council Meeting~~, a recorded vote will be taken on all motions that move the business of the organization. Recorded votes are not permitted in Advisory Committees or Volunteer Working Groups. All votes shall be cast, without note or comment by verbally stating "yay/yes" or "nay/no". Furthermore, the manner of determining the decision of Council or Committee in Council on a Motion shall not be by secret ballot or by any other method of secret voting, **unless explicitly provided in legislation**.
- 36.8. All votes shall be recorded by the Clerk, regardless of the meeting being held in-person, Electronic or Hybrid.
- 36.9. The Clerk shall call the names of all the Members present in alphabetical order to vote, with the exception of the Chair, who shall vote last. Each Member shall answer "yay or yes" or "nay or no" to the Motion. The result of the Recorded Vote shall be announced by the Clerk and the name of each Member who voted and the manner in which they voted shall be recorded in the minutes.
- 36.10. Any Motion on which there is a tie vote shall be deemed to be defeated or lost, except where expressly provided in statute or this By-Law.
- 36.11. The Chair or Clerk shall announce the result of every vote taken as either "carried or passed" or "defeated or lost."
- 36.12. If requested by any Member, the Clerk shall call the votes using a rotating call in alphabetical order by surname so as to not call upon the same Member first for each separate Recorded Vote.
- 36.13. If a Motion under consideration contains more than one (1) distinct part, upon the request of any Member, to divide, prior to the calling of the vote, each part or combination of parts contained in the Motion, shall be considered and voted on separately.

37. Rules of Debate at a Meeting of Council

- 37.1. The Chair shall preside over the conduct of the Meeting including the preservation of order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the Meeting, subject to an appeal.
- 37.2. Members must address the Chair by their title of:
 - a. Chair/Mayor/Worship; or
 - b. Vice-Chair/Deputy Mayor; or
 - c. Councillor/Member.
- 37.3. Any Member who wishes to speak must raise their hand and be recognized by the Chair.
- 37.4. When two or more Members wish to speak, the Chair shall recognize the Member who, in the opinion of the Chair, first signified their intention to speak;
- 37.5. Any Member may require the Motion under discussion to be read any time during the debate, but not so as to interrupt a Member while speaking.
- 37.6. No Member shall have the floor for longer than five (5) minutes without leave of Council.
- 37.7. No Member shall speak a second time if a Member who has not spoken wishes to speak for a first time and no Member shall speak more than twice to a Motion without Council's consent.
- 37.8. A Member may ask a question, through the Chair, only for the purpose of obtaining information relating to the matter under discussion.
- 37.9. The Presiding Officer may participate in the debate without physically leaving the chair.
- 37.10. Should the Presiding Officer wish to move or second a Motion, the Presiding Officer shall vacate the chair and the Mayor or Deputy Mayor, as applicable, will chair the Meeting until the conclusion of the vote upon the main Motion and all subsequent Motions.
- 37.11. When a Member is speaking, no other Member shall interrupt that Member except to raise a Point of Order.
- 37.12. If questions with respect to Rules of Procedure, which are unspecified, arise within the proceedings they shall be determined in the following order: this By-Law, *Meeting Procedures*, *Parliamentary Law and Rules of Order for the 21st Century*, by James Lochrie, or the Chair, subject to the appeal of Council.

38. Points of Order and Privilege

- 38.1. The Chair shall preserve order and decide questions of order.

- 38.2. A Member shall ask leave of the Chair to raise a point of order and after leave is granted, shall state the point of order to the Chair. The Chair shall state their decision on the point of order.
- 38.3. Unless a Member immediately appeals the Chair's decision, the decision and the result shall be final.
- 38.4. If a decision of the Chair is appealed, a seconder is required, and Council decides whether the ruling of the Chair is to be sustained without debate and the result is final. A vote of 50% (tied vote) or higher sustains the decision of the Chair.
- 38.5. Where a Member considers that their integrity or the integrity of Council as a whole has been impugned, they may, as a matter of personal privilege, speak at any time, with the consent of the Chair, for the purpose of drawing the attention of Council to the matter.
- 38.6. Where the Mayor or Chair considers that the integrity of any Town staff has been impugned or questioned, the Mayor or Chair may permit the Chief Administrative Officer or appropriate Town staff to make a statement to Council.

39. Conduct of Members of Council and/or Persons Addressing Council

- 39.1. No Member or person addressing Council, a Committee of Council, or Advisory Committee, shall speak disrespectfully of the Reigning Sovereign, or of any of the Royal Family, or of the Governor-General, the Lieutenant-Governor of any province, or any Member of the Senate, the House of Commons of Canada or the Legislative Assembly of the Province of Ontario, or any person administering the Government of Canada, Province of Ontario, Regional Municipality of Niagara or the Council of the Town or any Member thereof, or any member of the Town's staff.
- 39.2. No Member or person shall:
- a. Use offensive words or unparliamentarily language in or against Council or against any Member or any member of the public; or
 - b. Speak on any subject other than the subject in debate; or
 - c. Criticize any decision of Council except for the purpose of moving that the question be reconsidered; or
 - d. Disobey the rules of Council or a decision of the Chair or of Council on questions of order or practice or upon the interpretation of the Rules of Procedure; or
 - e. As provided in the Act, the Chair or Clerk may expel any person for improper conduct at a Meeting.
- 39.3. In the event that a Member persists in a breach of the Rules of Procedure prescribed herein, after having been called to order by the Chair, the Chair shall name the Member and put the question "Shall the Member, (state first name/last name) be ordered to leave

their seat for the duration of the Meeting?” and such question is not debatable.

- 39.4. If Council decides the question set out in Section 39.3 in the affirmative by a Majority Vote of the Members present, the Chair shall order the Member to leave their seat for the duration of the Meeting.
- 39.5. If the Member named under Section 39.3 apologizes, the Chair, with the approval of Council by unanimous consent, may permit them to resume their seat.
- 39.6. All information, documentation or deliberations received, reviewed or taken in a Closed Session is confidential. Any Closed Session material circulated in physical format shall be returned to the Clerk.
- 39.7. No Member shall release or make public any information considered at a Closed Session or discuss the content of such a Meeting with persons other than Members or relevant staff Members without the authorization of Council.
- 39.8. Members of Council shall abide by the Code of Conduct, Policy S201-15, as amended.
- 39.9. Any Member who contravenes Section 39.7 shall be deemed not to be acting in the interest of, on behalf of, or with the authority of Council, and constitutes a *prima facie* violation of the Code of Conduct Policy S201-15, as amended.

40. Conduct of the Public Gallery

- 40.1. Members of the public present at Meetings shall maintain order and decorum.
- 40.2. No person(s) shall display signs, applaud or jeer participants in debate or engage in conversation or other behavior which may disrupt the proceedings.
- 40.3. Any person who contravenes any provisions of this Section shall be expelled from the Meeting by the Chair or Clerk.

41. Advisory Committees

- 41.1. Council may establish and appoint Advisory Committees as deemed necessary, by Resolution and by-law.
- 41.2. Committee applications are confidential and shall solely be considered by Council and Town staff. Committee Members, including the Chair, are not entitled to participate in the appointment process.
- 41.3. An Advisory Committee shall meet in accordance with the Terms of Reference as adopted by Council and shall be guided by the procedures outlined in Appendix “A” of this By-law. Unless specified in Appendix “A”, the rules governing the procedure identified in this

By-law shall be observed, so far as they are applicable.

- 41.4. Advisory Committees shall abide by the Town's Code of Conduct, Policy S201-15, as amended.
- 41.5. All Recommendations of an Advisory Committee shall be reported to Council, in writing, and shall be subject to the approval of Council.
- 41.6. Advisory Committees shall appear as a Delegate before Council no less than once per calendar year or provide an annual report to provide an update on the progress of the Committees goals and priorities.

42. Statutory Committees

- 42.1. Council shall appoint Statutory Committee members as deemed necessary, by by-law.
- 42.2. Notwithstanding section 42.1, where the Statutory Committee is comprised of inter-municipal membership, Council shall appointment only the Town of Pelham's representative(s), by by-law.
- 42.3. Committee applications are confidential and shall solely be considered by Council and Town staff. Committee Members, including the Chair, are not entitled to participate in the appointment process.
- 42.4. A Statutory Committee shall be governed by their terms of reference, specific statute and/ or the procedures outlined in Appendix "A" of this By-law, where applicable. Where procedures conflict, the specific statute shall prevail.
- 42.5. Statutory Committees shall abide by the Town's Code of Conduct, Policy S201-15, as amended.
- 42.6. If applicable, all recommendations of a Statutory Committee shall be reported to Council, in writing, and shall be subject to the approval of Council.

43. Volunteer Working Groups

- 43.1. The lead department's director, with the permission of the Chief Administrative Officer, may establish Volunteer Working Groups to facilitate or complete a project.
- 43.2. The lead department's director shall identify the mandate, role, Meeting details and membership requirements of the Volunteer Working Group. Such details shall be disclosed to the Members of Council or public upon request.
- 43.3. Volunteer Working Groups shall be exempt from this By-law and thereby exempt from parliamentary procedure, unless otherwise stated in this section.
- 43.4. Members of a Volunteer Working Group shall abide by the Town's

Code of Conduct, Policy S201-15, as amended.

- 43.5. A staff member from the lead department shall be in attendance at all Volunteer Working Group Meetings.
- 43.6. Volunteer Working Groups shall not give direction to staff without the approval of the lead department director. Volunteer Working Groups can make a request from staff. If request(s) can be reasonably accommodated within existing workloads and resources, staff may proceed.
- 43.7. A Council representative is not a Volunteer Working Group membership requirement. No more than three (3) Council Members may attend a Volunteer Working Group Meeting at one time.
- 43.8. Appointments to Volunteer Working Groups shall be a one- (1) year term, and shall be facilitated and approved by the director of the lead department.
- 43.9. Members of a Volunteer Working Group shall serve without remuneration.
- 43.10. Volunteer Working Groups shall be open to the public and shall not meet in Closed Session.
- 43.11. Any annual budget allocation to a Volunteer Working Group shall be at the sole discretion of Council and subject to the annual budget process and shall be aligned with the mandate of the Volunteer Working Group.

44. Use of Electronic Devices

- 44.1. All Electronic Devices shall be silenced upon entry to the Council Chambers. The only Electronic Devices permitted to be on loud are those of emergency services.

45. Summer Recess

- 45.1. During the months of July and August within the first three (3) years of a term of Council, there shall be three (3) Regular Meetings of Council to be held at ~~5:30 p.m.~~ 9:00 a.m. on a date determined by staff and approved by Council in advance. Within the fourth (4) year of the term of Council there shall only be two (2) summer meetings to be held at ~~5:30 p.m.~~ 9:00 a.m. on a date determined by staff and approved by Council in advance.

46. Election Recess

- 46.1. During a regular municipal and school board election year, Council shall not meet the week immediately before or of the election unless a Special or Emergency Meeting has been called.

47. Staff Direction

- 47.1. Staff directions shall be through a Resolution of Council, or a direction of Committee of Council and shall be put in writing to the

Clerk prior to the adjournment of the Meeting at which the direction was made, and such Resolution shall include a specific delineation of the staff/department responsible to undertake the direction and the expected date of receipt of a report by Council or Committee of Council.

48. Public Notice of Meetings

- 48.1. The Clerk shall provide public notice of all Meetings of Council, Committees of Council and Advisory Committee, by posting a notice on the website of the Town which includes the place, date and time of the Meeting and the Meeting Agenda. Such published Agenda shall be considered as adequate notice of Regular Meetings of Council and Committees of Council, except as otherwise provided for in this By-law. Posting to the website shall occur a minimum of three business days prior to the Meeting.

49. Public Meetings – *Planning Act*

- 49.1. Holding of Public Meetings required by the *Planning Act*, shall be conducted in accordance with the Rules of Procedure under this By-law.
- 49.2. At the commencement of each Public Meeting, the Chair shall explain the intent of the Meeting and advise the Meeting is to hear the views of the public and Members of Council on the subject matter(s).
- 49.3. Public Meetings, shall be held whenever practical and in accordance with notice requirements, on the second ~~Tuesday~~ **Wednesday** of each month at 5:30 p.m. at a location to be determined by the Director of Community Planning and Development and the Clerk.
- 49.4. Any planning matter referred back to Council by the Ontario Land Tribunal, or its successor, shall not be deemed reconsideration.

50. General

- 50.1. The short title of this By-law is "The Procedural By-Law."
- 50.2. If any section or part of this By-law is found by any court of competent jurisdiction to be illegal or beyond the power of Council to enact, such sections or parts shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and to be enacted as such.
- 50.3. This By-law shall be read with all changes in number or gender as required by context.
- 50.4. The Clerk is hereby authorized to effect any minor modification or corrections solely of an administrative, clerical, numerical, grammatical, semantical or descriptive nature or kind to this or any By-law, Motion, Resolution and or minutes as may be determined to be necessary for the purpose of ensuring correct and complete implementation of the actions of Council.

51. Repeal

That By-law 4107(2019), 4217(2020), 4231(2020), 4269(2020), 4296(2020), 4362(2021) and 4422(2022) be and is hereby Repealed.

52. Effective Date

That this By-law shall become effective on _____, 2023.

Read a first and second time
This 19th day of December, 2022

Read a third time and finally passed
This _____ day of _____, 2023

Marvin Junkin, Mayor

Holly Willford, Town Clerk

APPENDIX "A"

Advisory Committee Procedures

This Appendix is supplementary to the Procedural By-law. The procedures outlined below are meant to promote efficient and effective meetings.

1. Definitions – In this Section

"Committee" means Advisory Committees established by Council.

"Motion" means a subject being presented for consideration of the Advisory Committee and duly moved and seconded.

"Secretary" means a staff Member of the Town of Pelham appointed to compile the agenda and record official minutes.

"Terms of Reference" means a document approved by Council outlining the purpose and structure of the Committee.

"Time Sensitive" means a topic or matter which requires immediate attention before the next regular meeting of Committee.

2. General

2.1. The provisions of this section shall be observed in all Committee meetings and shall be the rules for the order and dispatch of Committee business.

2.2. Unless specified in this Section, all provisions of the Town of Pelham Procedural By-law shall be observed.

3. Role and Conduct of Committees

3.1. The Terms of Reference established for each Committee sets out, including but not limited to: the purpose, mandate, Membership, schedule and location of meetings of the Committee.

3.2. The Terms of Reference of each Committee shall be received and approved by Council at the beginning of the term of Council or the establishment of the Committee.

3.3. Committees will provide recommendations, advice and information to Council on matters which relate to the mandate of the Committee.

- 3.4. Committees shall not give direction to staff, except directions that are of minor administrative nature and necessary to support the operation and goals of the Committee. If requests(s) for service can be reasonably accommodated within existing workloads and resources, staff may proceed.
- 3.5. Where a Committee Member has a Conflict of Interest in a particular matter, they shall disclose the Conflict of Interest and general nature thereof prior to the item being considered.
- 3.6. Committee Members shall complete the required Written Statement of Disclosure of Pecuniary Interest which shall state the Member name, Meeting date, Agenda item number and title, and the general nature of the Pecuniary Interest. The statement shall be dated and signed by the Member and submitted to the Clerk for retention and publication in the Registry of Disclosure.
- 3.7. As a result of disclosure, the Member shall remove themselves from the table for the duration of the time that the matter is being considered and during an in-camera session, remove themselves from the room. The Member shall not take part in discussion or the vote on any recommendation in respect of the matter. They shall not attempt in any way to influence the voting on any such question or recommendation.
- 3.8. Committees, when carrying out their responsibilities, shall abide by the provisions of the Ontario Human Rights Code, Town of Pelham Code of Conduct, policies and procedures and any other applicable statutes and in doing so, treat every person, including other Committee Members and Town staff with dignity, understanding and respect for the right to equality and the right to an environment that is safe and free from harassment and discrimination.
- 3.9. Where a complaint is filed against a Committee Member by a member of the public, staff or fellow Committee Member, the complaint shall be filed with the Clerk. Should three (3) complaints be received against the Committee Member, within the current term of appointment, the Clerk shall advise Council of such complaints.

4. Qualification for Appointment

- 4.1. No more than three (3) Members of Council may be appointed to a Committee.
- 4.2. Members of Council appointed to a Committee shall act in a liaison capacity without voting privileges, unless the Committee has fewer than five (5) members of the public. The attendance of the Member of Council shall not impact Quorum.
- 4.3. Specific qualifications for appointment are outlined within the Terms of Reference of each Committee and shall be adhered to.

5. Term of Appointment

- 5.1. Appointments to Committees shall be a four- (4) year term, aligned with the term of Council; however, Committees shall cease on Nomination Day as identified within the *Municipal Elections Act, 1996*, as amended, following 2:00 p.m., unless otherwise specified within the Terms of Reference.

6. Remuneration

- 6.1. Committee Members shall serve without remuneration, unless otherwise specified within the Terms of Reference or By-law.

7. Resignations

- 7.1. Should a Committee Member wish to resign, the Member shall advise in writing to the Clerk of their resignation.

8. Filling a Vacancy

- 8.1. When a resignation is received by the Clerk or a vacancy occurs, the Clerk will work with Town staff to commence the standard practice of recruitment for Committees.
- 8.2. Committee applications to fill a vacancy will be brought forward for Council consideration at the next available meeting of Council and shall be considered in Closed Session.
- 8.3. Committee applications are confidential and shall solely be considered by Council and Town staff. Committee Members, including the Chair, are prohibited from participating in the appointment process. All applications shall be treated as any other employment application with the Town of Pelham and will be

handled by the Clerk's Department and Human Resources in a manner consistent with privacy obligations of an employer.

- 8.4. Notice will be provided to individuals who were unsuccessful and will have the opportunity to re-apply for a vacancy.

9. Support Staff

- 9.1. Committee Meetings shall be attended by staff representative(s) of the lead department(s) to provide resources, support and general liaison, as applicable. The Department Director shall determine the representative from the Department who shall attend the Committee Meetings. Where the regular representative cannot attend, the Department Director shall determine and send an alternative representative.
- 9.2. The preparation of Committee Agendas and minutes shall be facilitated by the Secretary.

10. Expenditures

- 10.1. Any annual budget allocation to a Committee shall be at the sole discretion of Council and subject to the annual budget process and shall be aligned with the mandate of the Committee.
- 10.2. All Committee expense information is considered to be public information and shall be made available upon request.
- 10.3. Expenses associated with communication and/or promotional efforts being undertaken by a Committee within its mandate, are to be approved by the Communications Specialist for consistency in messaging and proper branding, prior to those expenses being incurred.

11. Chair, Vice Chair and Secretary

- 11.1. The Committee shall appoint a Chair and Vice Chair at their first meeting of the term.
- 11.2. Ex-Officio Members are ineligible to act in the capacity of Chair or Vice Chair.

11.3. In the absence of the Chair or Vice Chair, the Committee shall appoint a temporary Presiding Officer.

11.4. The identity of the Secretary shall be determined by the Town Clerk.

12. Schedule and Location of Meetings

12.1. Committees shall meet at a frequency outlined within the Terms of Reference for the Committee.

12.2. The Chair may, at any time, call a Special Meeting. Staff shall coordinate a Special Meeting as directed by the Chair, based on the Committee Members availability and notifying the Committee of the item(s) for discussion.

12.3. Committee meetings shall be held at the Town facility, or electronically, or in hybrid manner (combination of in-person and electronic participation), as identified in the Terms of Reference and shall be open to the public, except during Closed Session. Committee Meetings may be held at a location away from a Town facility for a specified purpose; however, the location shall be accessible to persons with disabilities and shall be deemed so by the Town's Accessibility Consultant prior to formal recommendation of the use.

13. Curfew

13.1. The meeting shall not exceed the prescribed time as identified in the Terms of Reference for the Committee. Where business has not concluded, the remaining items will be referred to the next meeting scheduled. The curfew shall not be extended for greater than fifteen (15) minutes.

14. Agendas

14.1. Committee Agendas shall be compiled of items aligned with the Committee's mandate. In consultation with the Chair and staff liaison, the Secretary will prepare the agenda. The following headings shall be on the agenda:

- a. Call to Order;
- b. Land Recognition Statement;
- c. Adoption of Agenda;

- d. Declaration of Pecuniary Interest;
- e. Adoption of Minutes;
- f. Unfinished Business;
- g. Regular Business; and
- h. Adjournment.

The following headings may be added, as required:

- a. Presentations;
- b. Delegations;
- c. Administration (Training/Education);
- d. Correspondence; and
- e. Closed Session.

14.2. Agendas shall be distributed to all Committee Members electronically.

14.3. Committee Meetings shall not consider matters that are not listed on the Agenda, unless such a matter is deemed to be Time Sensitive. Where a matter is deemed to be Time Sensitive, a motion to amend the Agenda to include such item is required.

15. Notice

15.1. Notice shall be provided of Meetings by posting the date and time of the Meeting on the Town's website.

15.2. Agendas shall be posted to the Town's website at least three (3) business days prior to the date of the meeting.

16. Minutes

16.1. The Secretary shall record, without note or comment the minutes of each meeting, including the following information:

- a. The place, date and time of the Meeting;
- b. The name of the Chair, Member and staff in attendance;
- c. Disclosure of any Pecuniary Interest and the general nature thereof;
- d. All Resolutions, decisions and other proceedings of the Meeting without note or comment; and
- e. The time of commencement and adjournment.

16.2. After the Committee minutes have been approved by the Committee, they shall be signed by the Chair and Secretary, and shall be the official record of the Meeting.

16.3. The approved minutes of the Committee shall be forwarded to Council through the Clerk to be received for information, including all Closed Session minutes.

16.4. Any matter or issue of a Committee that requires specific approval of Council shall be brought forward in a written report or letter from the Committee, staff liaison or Council representative for Council's consideration.

17. Closed Session

17.1. The Secretary shall consult with and receive approval from the Clerk prior to scheduling a Closed Session Meeting.

18. Attendance

18.1. Any Committee Member missing three (3) consecutive Meetings without reasonable cause or explanation will be deemed to have resigned.

18.2. The Secretary shall be required to give written notice to any Member who has exceeded the absentee threshold advising that their appointment to the Committee is vacant.

19. Quorum

19.1. Ex-officio Members do not impact Quorum.

19.2. If no Quorum is present fifteen (15) minutes after the time appointed for a meeting, the meeting shall stand adjourned until the next appointed time.

19.3. Unless notified, where the Chair does not attend within fifteen (15) minutes after the time appointed for the meeting, and if Quorum is present, the Vice Chair shall call the meeting to order.

19.4. No meeting shall occur without Quorum.

20. Roles and Duties

20.1. The Chair or Vice Chair shall:

- a. Maintain order and preserve the decorum of the meeting;
- b. Rule whether a motion or proposed amendment is in order;
- c. Rule upon all other procedural matters and debate;
- d. Maintain a speaker's list of those Members who have signaled the Chair that they wish to speak or ask questions, and recognize such Members in the order in which they appear; and
- e. Call a Member to order where appropriate.

20.2. No Member shall:

- a. Speak disrespectfully, use indecent, offensive or insulting language; or
- b. Speak on any subject other than the subject in debate; or
- c. Where a matter has been discussed in a meeting or part of a meeting closed to the public (Closed Session) and where the matter remains confidential, disclose the content of the matter or substance of deliberation of the Closed Session meeting.

20.3. Where a Member persists in any such conduct contrary to the provisions of this Section, after being called to order by the Chair:

- a. The Chair shall forthwith put the question that the Member be ordered to leave their seat for the duration of the meeting, and adjournments, amendments and or debates shall not be allowed upon such question; and
- b. If the question carries, the Chair will order the Member to leave for the remainder of the meeting, unless the Member wishes to apologize to the rest of the Committee, at which time the Chair may permit the Member to return to their seat.

21. Conduct of the Public Gallery

21.1. Members of the public present at Committee Meetings shall maintain order and shall not address the Committee except with the permission of the Committee through a written request to the Chair or Secretary with respect to an item on the Committee Agenda.

- 21.2.No person shall display signs, applaud or jeer participants in debate or engage in conversation or other behavior which may disrupt the proceedings of the Committee.
- 21.3.When invited to address the Committee, no person shall use indecent, offensive or insulting language or speak disrespectfully.
- 21.4.Any person who contravenes any provisions of this Section may be expelled from the meeting by the Chair or Secretary.

APPENDIX "B"

Order of Precedence and Rules Governing Common Motions

All referenced page numbers below refer to Lochrie, James, editor. *Meeting Procedures, Parliamentary Law and Rules of Order for the 21st Century*. The Scarecrow Press Inc. Lanham, Maryland and Oxford, 2003.

1. Order and Precedence of Motions (P. 49)

The order in which motions shall take precedence over one another, in declining order, is set out as follows. Each Motion takes precedence over those that are below it in this list.

- a. Main Motion;
- b. Postpone Indefinitely;
- c. Amend;
- d. Refer to a Committee;
- e. Postpone to a Certain Time (Defer);
- f. Limit and Extend Limits of Debate;
- g. Close Debate;
- h. Postpone Temporarily;
- i. Raise a Question of Privilege - Individual;
- j. Raise a Question of Privilege - Assembly;
- k. Recess;
- l. Adjourn; and
- m. Fix the Time for a Continued Meeting.

2. Main Motion (P. 50)

- a. A Main Motion:
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and
 - iv. Requires a Majority Vote of the Members present.
- b. A Motion to Amend a Previous Decision: (P. 55)
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and

- iv. Requires the same vote as originally required [Majority Vote or Two-Thirds (2/3) Vote].
- c. A Main Motion to Reconsider a Vote: (P. 58)
 - i. Must be seconded;
 - ii. The reasons for reconsidering are debatable;
 - iii. Is not amendable; and
 - iv. Requires a Majority Vote of the Members present.
- d. A Main Motion to Remove a Decision from a Committee: (P. 61)
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and
 - iv. Requires a Majority Vote of the Members present.
- 3. Motion to Amend (P. 68)
 - a. A Motion to Amend:
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable;
 - iv. Requires a Majority Vote of the Members present; and
 - v. Must be decided (or withdrawn) before the main motion is put to a vote.
- 4. Motion to Postpone Indefinitely (P. 74)
 - a. A Motion to Postpone Indefinitely:
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is not amendable; and
 - iv. Requires a Majority Vote of the Members present.
- 5. Motion to Refer to a Committee (P. 76)
 - a. A Motion to Refer to a Committee:
 - i. Must be seconded;
 - ii. Is debatable as to why the matter should or should not be referred;

- iii. Is amendable;
- iv. Requires a Majority Vote of the Members present;
- v. Must include the reason(s) for the referral; and
- vi. Must include the time at which the matter is to be returned.

6. Motion to Defer

a. A Motion to Defer:

- i. Must be seconded;
- i. Is debatable as to why the matter should or should not be deferred;
- ii. Is amendable as to the time or date to which the matter is to be deferred; and
- ii. Requires a Majority Vote of the Members present.

7. Motion to Postpone to a Certain Time (Defer) (P. 81)

a. A Motion to Postpone to a Certain Time:

- i. Must be seconded;
- ii. Is debatable as to why the matter should or should not be postponed/ deferred;
- iii. Is amendable as to the time or date to which the matter is to be postponed/ deferred; and
- iv. Requires a Majority Vote of the Members present.

8. Motion to Postpone Temporarily (P. 84)

a. A Motion to Postpone Temporarily:

- i. Must be seconded;
- ii. Is not debatable;
- iii. Is not amendable; and
- iv. Requires a Majority Vote of the Members present.

9. Motion to Resume Consideration (P. 85)

a. A Motion to Postpone Temporarily:

- i. Must be seconded;
- ii. Is not debatable;
- iii. Is not amendable; and
- iv. Requires a Majority Vote of the Members present.

10. Motion to Limit and Extend Limits of Debate (P. 89)
 - a. A Motion to Limit and Extend Limits of Debate:
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and
 - iv. Requires a Two-Thirds (2/3) Vote.
11. Motion to Close Debate (P. 91)
 - a. A Motion to Close Debate:
 - i. Must be seconded;
 - ii. Is not debatable;
 - iii. Is amendable; and
 - iv. Requires a Two-Thirds (2/3) Vote.
12. Raise a Question of Privilege – Individual / Assembly (P. 95)
 - a. Raising a Question of Privilege:
 - i. Does not require a seconder to raise a question of privilege;
 - ii. Must be seconded if raised in the form of a main motion;
 - iii. Raising a question of privilege is not debatable;
 - iv. If raised in the form of a main motion, it is debatable;
 - v. The raising of a question of privilege is not amendable;
 - vi. If raised in the form of a main motion, it is amendable;
 - vii. The raising of a question of privilege is ruled on by the presiding officer; and
 - viii. If raised in the form of a main motion, it requires a majority vote.
13. Recess (P. 98)
 - a. Motion to Recess
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and
 - iv. Requires a Majority Vote of the Members present.

14. Adjourn (P. 100)
 - a. Motion to Adjourn Moved After Time Set for Concluding the Meeting:
 - i. May be made when business is pending;
 - ii. May be made when business is not pending;
 - iii. Must be seconded;
 - iv. Is not debatable;
 - v. Is amendable; and
 - vi. Requires a Majority Vote of the Members present.
 - b. Motion to Adjourn Moved Before the Time Set for Concluding the Meeting:
 - i. Cannot be made when business is pending;
 - ii. May be made when business is not pending;
 - iii. Must be seconded;
 - iv. Is debatable (restricted);
 - v. Is amendable; and
 - vi. Requires a Majority Vote of the Members present.
15. Fix the Time for a Continued Meeting (P. 102)
 - a. Motion to Fix the Time for a Continued Meeting:
 - i. Must be seconded;
 - ii. Is debatable;
 - iii. Is amendable; and
 - iv. Requires a Majority Vote of the Members present.

Incidental Motions

1. Point of Order (P. 108)
 - a. A Point of Order:
 - i. Does not require a seconder;
 - ii. Is not debatable if decided by the Presiding Officer;
 - iii. Is debatable if decided by Council;
 - iv. Is not amendable;
 - v. If decided by the Presiding Officer, does not require a vote; and

- vi. If decided by Council, require a Majority Vote of the Members present.
- 2. Appeal a Decision of the Presiding Officer (P. 110)
 - a. A Motion to Appeal a Decision of the Presiding Officer:
 - i. Must be seconded;
 - ii. Is not debatable if the underlying motion to which the appeal is applied to is not debatable then the appeal is not debatable;
 - iii. Is not amendable;
 - iv. Requires a 50% vote or higher to sustain the decision of the Presiding Officer; and
 - v. Requires a Majority Vote in the negative to overturn the decision of the Presiding Officer.
- 3. Suspend the Rules (P. 113)
 - a. A Motion to Suspend the Rules:
 - i. Must be seconded;
 - ii. Is not debatable;
 - iii. Is not amendable; and
 - iv. Requires a Two-Thirds (2/3) Vote.
- 4. Request to Withdrawal a Motion (P. 120)
 - a. A Motion to Request to Withdrawal a Motion:
 - i. Must be seconded;
 - ii. Is not debatable;
 - iii. Is not amendable; and
 - iv. Requires a Majority Vote of the Members present.



The Corporation of the Town of Pelham

By-law No. 4504(2022)

Being a by-law to amend By-law No. 3728(2016) to establish 2023 Fees and Charges to be collected by the Corporation of the Town of Pelham;

AND to Repeal By-law No. 4411(2022), as amended.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS the *Municipal Act, 2001* provides that a municipality may pass by-laws imposing fees or charges on any class of persons;

AND WHEREAS the *Planning Act*, R.S.O. 1990, c. P.13 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 the Council of the Corporation of the Town of Pelham enacts as follows:

- 1. THAT** Council hereby establishes the fees and charges for 2023 as set out in the Schedule to this by-law for The Corporation of the Town of Pelham. The 2023 fees and charges will be subject to Harmonized Sales Tax ("HST") and Retail Sales Tax ("RST"), where applicable.

2. Repeal and Enactment

- 2.1. By-laws 4411(2022), 4426(2022) and 4474(2022) being by-laws to establish fees and charges for 2022, are hereby repealed and replaced.

3. Effective Date

3.1. This By-law shall come into force on the date that it is enacted.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk

Town of Pelham User Fees and Charges 2023



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:



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Clerk’s Department



Corporate Services



Fire & By-Law Services



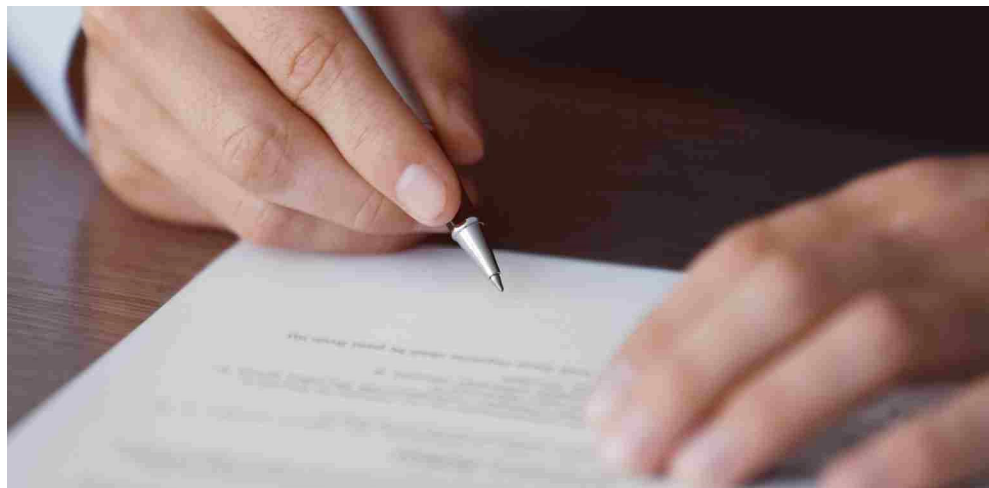
Planning & Development Services



Recreation & Cultural



Public Works



Clerk's Department

	2023
Business Licensing	
Itinerant Seller, Hawker, Peddler, Door to Door Seller	\$200.00
Refreshment Vehicle & Food Vending Vehicle	\$250.00
Bed and Breakfast, Fee Per Bedroom	\$150.00
Short Term Accommodation, Fee Per Bedroom	\$300.00
Affidavits/Commissioner of Oath	
Signature for all other documents – first document	\$15.00
Signature for all other documents – each additional document	\$5.00
Registrar statement/Travel letter – first letter	\$20.00
Registrar statement/Travel letter – each additional letter	\$5.00
Burial Permits/Death Registrations	\$10.00
Burial Permits/Death Registrations – After hours	\$100.00
Photocopies per page	\$0.25
Retrieval of Archived Records from Off-Site Storage	\$11.00
Lottery Licensing	
Bingo License % of prizes not exceeding \$5,500.00	3%
Raffle Lotteries % of prizes not exceeding \$50,000.00	3%
Bazaar Lotteries % of prizes not exceeding \$500.00	3%
Bazaar Lotteries – per wheel	\$10.00
Break Open Ticket (Nevada) Lottery % of prizes each occasion	3%
Break Open Ticket (Nevada) Lottery Home Base % of total	2.25%
Line Fences Administrative Fee	\$425.00



Clerk's Department

	2023
Marriage Licensing	
License Fee	\$130.00
Ceremony Fee – On Site – Business Hours* - \$50 Deposit Required Upon Booking, non-refundable if cancelled by wedding couple	\$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
*Rental Fee – Business Hours – MCC Accursi Lounge (25 people) p/hr	\$23.00
*Rental Fee – Business Hours – MCC ½ Accursi (50 people) p/hr	\$35.00 \$51.00
Ceremony Fee – Off Site and After Hours (Plus Expenses)	\$300.00
Rehearsal Fee	\$75.00
Witness Fee – Municipal Staff – Normal Business Hours – Each	\$25.00
Cleaning Fees, if required	\$100.00
Municipal Property Damage – Billable	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.	
Freedom of Information	
Application Fee	\$5.00
Photocopies – per page	\$0.20
Manual search, each 15 minutes	\$7.50
Preparation of record for disclosure – each 15 minutes	\$7.50
Retrieval of Archived Records in Off-Site Storage	\$12.50



Clerk's Department

	2023
Integrity Commissioner Complaint Filing Fee(s) *Per Term of Council*	
First Complaint	No Fee
Second Complaint	\$100.00
Three or More Complaints	\$300.00
*Please contact the Clerks Department for applicable exemptions	



Corporate Services

	2023
General Tax Services Fees	
Statement of Tax Account	\$10.00
Reprint of Tax Bill	\$10.00
Tax Certificate – Mailed	\$50.00
Tax Certificate – Verbal	\$25.00
Interest and Penalty on Tax Arrears	1.25%
NSF Charge	\$30.00
New Roll Creation	\$40.00
Ownership Change	\$40.00
Mortgage Company Administration Fee	\$15.00
Tax Registration Fees	
Tax Registration	Actual fees charged plus 25%
After Final Notice	Actual fees charged plus 25%
Sale by Tender/Auction	\$2,200.00
Preparation of Extension Agreement	\$500.00
POA add to taxes	\$50.00
General Accounts Receivable	
Interest on Accounts Receivable	1.25%
NSF Charge on Accounts Receivable	\$30.00
Administrative Fee for Adding Arrears to Tax	\$25.00



Fire & By-Law Services

	2023
Prevention, Protection and Inspection Fees	
File Search	\$75.00
Request for Reports/Copies	\$75.00
Photographs	\$10.00
Fireworks Permits	
Sales	\$100.00
Storage	\$100.00
Display	\$100.00
Fire Route Application	
Administration Fee	\$100.00
Residential Requests	
Mortgage Clearance	\$100.00
Change of Ownership	\$100.00
Multi residential after two units (each)	\$25.00
Burn Permit (annual)	\$25.00
Burn Permit (new requiring an inspection)	\$50.00
Commercial & Industrial Requests	
First 2000 square meters	\$200.00
Each additional 100 square meters (each)	\$50.00
Tenant Space Individual (each)	\$50.00



Fire & By-Law Services

	2023
Prevention, Protection and Inspection Fees (continued)	
L.L.B.O. Licenses Requests	
Premises	\$100.00
Patio (each)	\$50.00
Special Occasions (each)	\$50.00
Hotels-Motels Requests	
1-10 units	\$200.00
Over 10 units (per unit)	\$10.00
Day Care Requests	
Day Nurseries/Home Day Care Licenses	\$150.00
Fire Safety Plans	
Approvals	\$50.00
Inspection for Trade Shows	
Home Shows/Special Functions	\$150.00
Installation of Rural 911 Sign	\$100.00
Issuance of Occupant	
Loads sign – 60 persons or less	\$50.00
Loads sign – 61 persons or more	\$100.00
Vacation Rental Inspection Fee	\$150.00



Fire & By-Law Services

		2023
Prevention, Protection and Inspection Fees (continued)		
Accreditation Inspections		
Nursing Homes		\$150.00
Rest Homes		\$150.00
Seniors Apartments		\$150.00
Care Facilities		\$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
Municipal Property Damage		Full Cost Recovery
Discretionary Fees		
Equipment, Labour and/or Materials used at an incident		Full Cost Recovery
False Alarm Response		
Per hour per Fire Department Vehicle		\$510.00
Per additional ½ hour per Fire Department Vehicle		\$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
Per additional ½ hour per Fire Department Vehicle		\$255.00



Fire & By-Law Services

2023

Municipal Property Damage (continued)

Motor Vehicle Fires and Collisions – Non Resident

Per hour per Fire Department Vehicle	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00

Fail to Comply with an Ontario Regulation causing an Emergency Response OR 210/01

Per hour per Fire Department Vehicle	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00

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.

Sign Fees

Ground Signs up to 50 square feet	\$100.00
Ground Signs over 50 square feet	\$150.00
Portable Ground Signs (1-60 days)	\$100.00
Pole Signs	\$150.00
Roof Signs	\$150.00
Wall Signs	\$100.00
Temporary Special Event Signs	\$100.00
Projecting Signs	\$150.00

Applications and Permits for Signs requiring Council Approval

Applications to Council for variance	\$250.00
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Fire & By-Law Services

	2023
Property Standards & Clean Yard (default not remedied)	
Administrative Fee	\$175.00
Initial Inspection Fee	\$95.00
Re-Inspection Fee	\$95.00
Mailing Fee	\$25.00
Fencing	
Application to Council for Fencing Variance	\$150.00
Kennel License	\$100.00



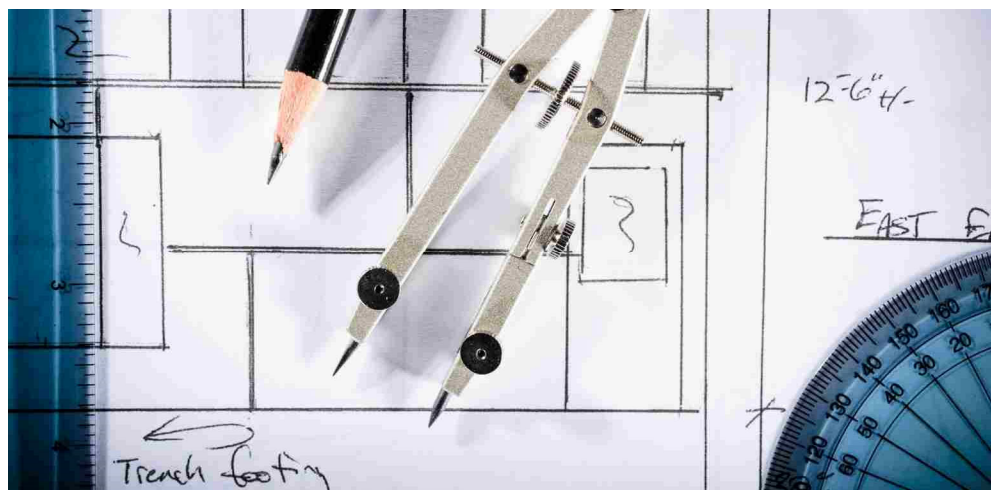
Planning & Development Services

	2023
Planning Fees	
Draft Plan of Subdivision	\$9,623.00
Resubmission of Draft Plan Prior to Approval	\$1,137.00
Modification to Draft Plan of Subdivision	\$6,014.00
Extension to Approval of a Draft Plan of Subdivision	\$963.00
Final Approval of a Draft Plan of Subdivision	\$1,806.00
Subdivision Agreement	*
Amendment to a Subdivision Agreement	\$904.00
Draft Plan of Condominium	\$4,813.00
Resubmission of Draft Plan of Condominium Prior to Approval	\$1,137.00
Modification to Approval of a Draft Plan of Condominium	\$2,407.00
Extension to Approval of a Draft Plan of Condominium	\$963.00
Town Consultant Review Fee	Full Cost Recovery
Condominium Agreement	*
Amendment to Condominium Agreement	\$904.00
Development Agreement Application	*or**
Town Consultant Review	Full Cost Recovery
Amendment to Development Agreement	\$904.00
Release of Development Agreement	\$1,085.00
Site Plan Approval Application **Note: separate fee for the agreement	\$4,210.00
Resubmission of Site Plan Prior to Approval	\$853.00
Site Plan Approval for Minor Development i.e. farm help house, triplex, building addition <100m ² etc.	\$1,193.00
Town Consultant Review Fee	Full Cost Recovery



Planning & Development Services

		2023
Site Plan Amendment ***Note: Separate fee for the agreement		\$3,010.00
Release of Site Plan Agreement		\$1,085.00
*Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services		
Garden Suite Agreement		\$1,739.00
Encroachment Agreement		\$335.00
Zoning By-Law Amendment		\$4,813.00
APO Zoning By-Law Amendment		\$3,010.00
Official Plan Amendment		\$6,014.00
Combined Zoning By-Law & Official Plan Amendment		\$9,623.00
Extension of a Temporary Use By-Law		\$3,010.00
Removal of Holding Symbol		\$602.00
Town Consultant Review Fee		Full Cost Recovery
Repeal of Interim Control By-Law		\$1,202.00
Deeming By-Law		\$602.00
Lifting of Inhibiting Order		\$602.00
Lifting of One Foot Reserve		\$602.00
Removal of Part Lot Control		\$1,202.00
Communication Towers and Renewable Energy Application		\$1,202.00
Property Standards Appeal		\$602.00
Aggregate Application Fees		Full Cost Recovery
Real Estate Compliance Letter (10 business day service)		\$146.00
Real Estate Compliance Letter (Expedited 4 business day service)		\$234.00
Zoning Information Letter (10 business day service)		\$109.00



Planning & Development Services

2023

Planning Fees (continued)

- * Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services

\$11,562.00 where the cost of construction of all Work is less than \$100,000.00;

\$11,562.00 plus 4.0% of the costs between \$100,000.00 and \$400,000.00;

\$25,113.00 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 \$2,893.00

- *** 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	\$1,114.00
Change of Address	\$128.00
Consent	\$1,607.00
Request for Change in Conditions	\$590.00
Rescheduling Fee	\$269.00
Final Certification	\$423.00
Recirculation Due to Change in Application	\$269.00
Special Hearing Fee (In Addition to Application Fee)	\$590.00
Minor Variance	\$1,178.00
Rescheduling Fee	\$269.00
Recirculation Due to Change in Application	\$269.00
Special Hearing Fee (In Addition to Application Fee)	\$590.00
Cancel Consent Application Fee	\$412.00
Cancel Consent Certificate Fee	\$103.00



Planning & Development Services

	2023
Building Permit Fees	
Minimum Permit Fee unless otherwise stated	\$279.00
<i>New Construction – per square foot</i>	
Assembly Occupancies – Group A	
School, church, restaurant, theatre, educational or recreational facility and similar occupancies	\$1.92
Preparation of record for disclosure – each 15 minutes	\$8.06
Institutional Occupancies – Group B	
Hospital, nursing home, reformatory, prison and similar occupancies	\$1.92
Residential Occupancies – Group C	
Single Family Dwelling, Semi-Detached Dwelling & Duplex Dwelling	\$1.58
Multiple Unit Dwelling i.e. apartment dwelling, townhouse dwelling, hotels, motels, other residential buildings or parts thereof	\$1.62
Residential Additions	\$1.40
Business/Personal Services Occupancies – Group D	
Office, bank, medical office/clinic and similar occupancies	\$1.92
Mercantile Occupancies – Group E	
Store, Shopping mall/plaza, shop, market, retail outlet and similar occupancies	\$1.92
Industrial Occupancies – Group F	
Industrial mall, plaza, garage, plant, factory, warehouse, manufacturing building and similar occupancies	\$1.79
Special Occupancies/Categories	
New Farm Buildings	\$0.55
Tents	\$279.00



Planning & Development Services

	2023
Special Occupancies/Categories per square foot (continued)	
Park Model Trailer, Mobile Home	\$279.00
Accessory Buildings/Structures	
Garage/Carport, Deck/Porch/Patio, Sunroom/Solarium, shed or other accessory building	\$279.00 \$.094> 300/ft ²
Private Swimming Pool	\$279.00
Public Swimming Pool or Spa	\$836.00
Designated Buildings/Structures	
Communication Tower, Solar Panels, Retaining Wall, Pedestrian Bridge, Wind Turbine, Crane Runway and similar buildings/structures	\$557.00
Alterations & Repairs – per square foot	
Interior Alterations/Repairs/Tenant Improvements	
Assembly occupancies – Group A	\$0.44
Institutional Occupancies – Group B	\$0.44
Residential Occupancies - Group C	\$0.34
Business/Personal Service - Group D	\$0.44
Mercantile Occupancies - Group E	\$0.44
Industrial Occupancies - Group F	\$0.44
Alterations/Additions to existing Farm Buildings	\$0.30
Alter/Replace Roof Structure	\$0.44
Fireplace, Woodstove, Insert, Chimney and similar construction	\$279.00



Planning & Development Services

	2023
<i>Demolition</i>	
Part 9 Buildings/Structures	\$279.00
Other	\$836.00
<i>Miscellaneous</i>	
Partial Occupancy (does not apply to single family dwellings)	\$279.00
Change of use of a building or part thereof	\$279.00
Transfer of a Permit to a New Owner	\$279.00
Request for Deferral of Permit Revocation	\$279.00
Move a Building/Structure	\$279.00
Conditional Permit	\$668.00
Conditional Permit Agreement	\$279.00
Permit Renewal / Per Year	\$122.00
Re-inspection Fee	\$84.00
Clearance Letter	\$84.00
Building Code Order Compliance Letter	\$168.00
Hourly Rate	\$72.00
Occupant Load Inspection	\$279.00
Photocopying & printing per page	\$0.28
Alternative Solution Review	\$557.00
<i>Partial Permit/Staged Construction</i>	
Building Foundation	15%
Building Shell	75%
Building Completion	10%



Planning & Development Services

2023

Plumbing

For plumbing work not included in any of the above classes of permit

First 6 fixtures	\$279.00
Each additional	\$11.15

Refund of Permit Fees

Where only administrative functions have been completed (application received and cost analysis complete)	90%
Where only administrative and zoning functions have been completed	80%
Where administrative, zoning and plans examination functions have been performed	60%
Where the permit has been issued and no inspections performed	50%
Deduction for each inspection performed	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



Recreation & Cultural Services

2022

Arena Rentals

Ice Time – per hour (50min)

Prime Time - Weekdays 4pm – midnight & weekends	\$215.00
Prime Time - Youth	\$154.00
Non-Prime Time – Weekdays prior to 4pm	Youth \$91.00 / Adult \$118.00
Prime Time Last Minute Ice (less than 24hrs notice)	Youth \$75.00 / Adult \$118.00
Trainers Rate – 5 max	\$62.00

Summer Ice (April 15 – August 15)

Non-Prime Time	\$118.00
Prime Time - Youth	\$154.00
Prime Time - Adult	\$182.00

Corporate Sponsor Free Skate Rates

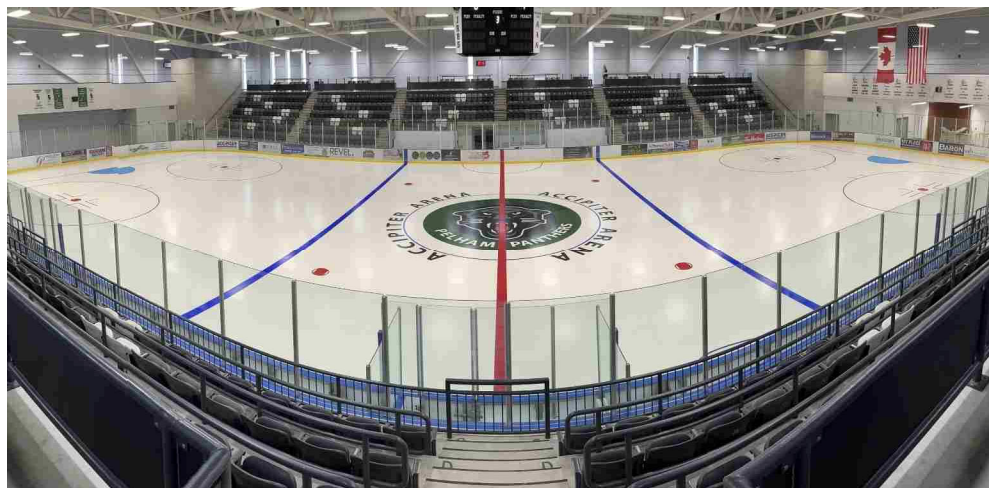
Prime Time Friday Skate Sponsorship per occurrence	\$270.00
Prime Time Sunday Skate Sponsorship per occurrence	\$315.00
Non-Prime Public Skate Sponsorship per occurrence	\$154.00

Public Skating

Adults	\$3.54
Students/Seniors	\$3.10
Child	\$3.10
Family (up to 5 members)	\$10.62
Preschool Skate	\$3.10
Non Profit Organized Group Rate	\$26.55

Children's Birthday Party (Under 14 yrs., Max 15 children)

• 2 hour hall + public skate or 1 hour gym	\$118.00
• + theme party (decorations)	N/A
• + specialty party (staff led options – tea party/craft/gym activities)	N/A



Recreation & Cultural Services

Arena Rentals (continued)		2023
Photo booth with props (no camera)		\$18.50
Special Skating		
Shinny Hockey Drop-In		\$5.31
Women's Hockey – Learn To Play Drop-In		\$5.31
Women's Hockey – Learn To Play Program + Shinny Combo		\$8.85
Adult Learn To Skate (10 classes)		\$61.95
Ticket Ice		\$5.31
Summer Floor Rates – hourly		
Hourly - Adult		\$56.00
Hourly – Youth		\$37.00
Daily Event		\$546.00
Daily - Youth		\$357.00
Event Electrical System Includes ESA inspection		\$1,150.00
MCC Arena Advertising		
Accipiter Arena		
On Ice (Per Ice Season/Year)		N/A
Boards (Per Year)		\$1,000.00
Duliban Insurance Arena		
On Ice (Per Ice Season/Year)		\$750.00
Boards (Per Year)		\$800.00



Recreation & Cultural Services

Rentals (continued)		2023
Ice Resurfacer (Per Side/Year)		\$2,000.00
Old Pelham Town Hall		
Monday – Thursday (Daily Rental)		\$138.00
Monday – Thursday (Hourly Rental)		\$35.00
Friday – Sunday & Holidays (Daily Rental)		\$247.00
Friday – Sunday & Holidays (Hourly Rental)		\$51.00
Youth/Multiple Use Rate (5+) (Daily Rental Monday to Thursday)		\$110.00
West Lounge		\$37.00
Stage Rental per set up		\$225.00
Refundable Security Deposit (taxes not applicable)		\$100.00
SOCAN fee – without dancing per event		Full Cost Recovery
SOCAN fee – with dancing per event		Full Cost Recovery
Meridian Community Centre Gymsnasiums		
½ gymnasium rental (hourly) Licensed Users-Youth Rate/Service Club		\$13.00
Full size gymnasium rental (hourly)		\$44.00
Full size gymnasium rental daily (Service Club)		\$260.00
½ gymnasium rental (hourly)		\$23.00
Custodial Charge (hourly)		\$39.00
Team Chairs (per event)		\$125.00
Set up & Use of Nets & Standards (Volleyball, Badminton, Pickleball)		\$10.00/per



Recreation & Cultural Services

Rentals (continued)		2023
Equipment Rental (Volleyball; Badminton Racquet w shuttle; Pickleball Racket w ball)		\$2.00 per
Gym Floor Covering (Per Gym)		\$250.00/event
Meridian Community Centre – Kinsmen Community Room		
FULL ROOM		
Daily – Monday to Thursday		\$138.00
Hourly – Monday to Thursday		\$35.00
Daily – Friday to Sunday & Holidays		\$246.00
Hourly – Friday to Sunday & Holidays		\$51.00
HALF ROOM		
Daily – Monday to Thursday		\$68.00
Hourly – Monday to Thursday		\$19.00
Daily – Friday to Sunday & Holidays		\$123.00
Hourly – Friday to Sunday & Holidays		\$27.00
Meridian Community Centre – Dr. Gary & Mall Accursi		
Multipurpose Community Room		
FULL ROOM		
Daily – Monday to Thursday		\$206.00
Hourly – Monday to Thursday		\$52.00
Daily – Friday to Sunday & Holidays		\$370.00
Hourly – Friday to Sunday & Holidays		\$76.00
HALF ROOM		
Daily – Monday to Thursday		\$137.00
Hourly – Monday to Thursday		\$35.00
Daily – Friday to Sunday & Holidays		\$246.00
Hourly – Friday to Sunday & Holidays		\$51.00



Recreation & Cultural Services

Rentals (continued)	2023
Special Functions Area	
Hourly	\$23.00
Daily	\$87.00
Daily (with rental of Dr. Gary Accursi Multipurpose Community	\$54.00
Community room – Kitchen	
Daily (with rental of Dr. Gary & Mall Accursi Multipurpose Community Room)	\$54.00
Atrium	
TOP Facility User Groups – 8' space 1 table + 2 chairs/day per booth	\$26.00
MCC Servery – Ciolfi's Corner	
Hourly	\$35.00
MCC – Small Meeting Room (RCW Meeting Room & Main Floor)	
Monday to Thursday (Daily)	\$52.00
Friday to Sunday & Holidays (Daily)	\$83.00
Monday to Thursday (Hourly)	\$12.00
Friday to Sunday & Holidays (Hourly)	\$18.00
Miscellaneous	
Refundable Security Deposit (taxes not applicable)	\$100.00
Last Minute Cancellation Fee (less than 24hrs) – Applicable to all	\$41.00
SOCAN fee - without dancing per event	Full Cost Recovery
SOCAN fee – with dancing per event	Full Cost Recovery
Stage Rental per set up	\$125.00
Pelham Minor Hockey Association Courtyard (Hourly/Daily)	\$30.00/\$125.00
Portable Bar per rental	\$125.00



Recreation & Cultural Services

Rentals (continued)	2023
Serving Fee per event	\$125.00
Linen Rental Fees	\$12.00/ item
Propane Heaters Rental Fee	\$30.00/heat
Summer Field Rate Schedule	
Ball Diamonds	
Level "A" groomed and lined	\$25.00
Level "A" youth	\$18.00
Level "C" no service	\$15.00
Level "C" youth	\$11.00
Diamond Lights (per hour)	\$13.00
Tournaments & Special Events	
Level "A" groomed and lined	\$198.00
Level "A" youth	\$141.00
Level "C" no service	\$119.00
Level "C" youth	\$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
Minor	\$19.00
Soccer Lights (per hour)	\$31.00
Soccer Tournament and Special Events	
Adult	\$189.00
Minor	\$147.00
Soccer Field Lining – Non Municipal Fields per facility per lining	\$200.00



Recreation & Cultural Services

	2023
Park Pavilions: Centennial Park & Harold Black Park and MSSP Park Pavillion	
Park Pavilion	\$36.00
Passive Areas: Centennial Park & Harold Black Park	
Permit Fee	\$31.00
Peace Park including Bandshell	
Pavilion Rate + Passive Area Rate (under 100 people)	\$69.00
Pavilion Rate + Passive Area Rate (over 100 people)	\$139.00
Per Hour Rate	\$16.00
SOCAN fee	Full Cost Recovery
Town Staff fee (per hour)	\$40.00
Hydro Fee for One Time Events	\$46.00
Centennial Park Tennis and Pickle Ball Courts	
Tennis lights per season	Full Cost Recovery
Family Membership	\$150.00
Single Adult Membership	\$100.00
Single Student/Senior Membership	\$50.00
Children (12 years and under)	Free
Outdoor Court Instructor Rental – per court per day up to 3 hrs per	\$20.00
Lesson Fees will be determined based on competitive rates	



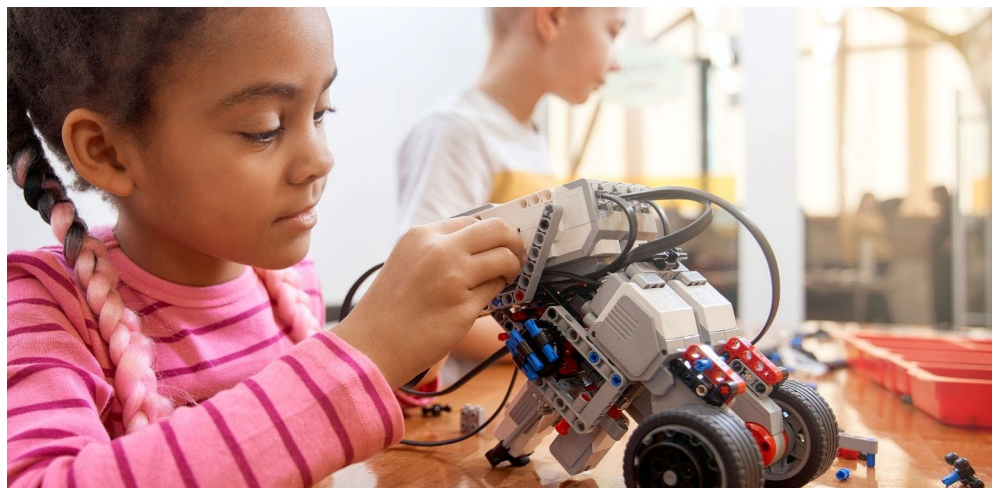
Recreation & Cultural Services

	2023
Storage Space Per Year	
Youth Organization Storage	\$500.00
Centennial/ H.B. Park	\$50.00
Supply Rentals (Daily Fee with Facility Rental)	
Picnic Table/Folding Table	\$25.00
Folding Cruiser Table	\$12.00
10 x 10 Tents with Weights	\$28.00
Kids Folding Table	\$12.00
Refundable Equipment Deposit (taxes not applicable)	\$100.00
Aquatic Rates	
Swimming Lessons	
Parent & Tot 1, 2, 3	\$69.00
Preschool A-E	\$80.00
Swimmer 1, 2	\$80.00
Swimmer 3, 4, 5, 6	\$86.00
Patrol (Rookie, Ranger, Star)	\$89.00
Private Lessons (10)	\$190.00
Semi Private Lessons (10)	\$160.00
Stroke Builder Lessons (10)	\$86.00
Bronze Star	\$92.00
Bronze Medallion/Emergency First Aid CPR (Additional Fee for Materials)	\$163.00
Canadian Lifesaving Society Manual	Cost
Bronze Cross	\$138.00
Bronze Cross Recertification	\$56.00
Swim Team	\$115.00
NL Recertification	\$79.00
Facility Charges	
Pool Rental per hour (includes 2 lifeguards)	\$116.25



Recreation & Cultural Services

Aquatic Rates (Continued)		2023
Lifeguard Fee Per hour		\$30.00
Public Swim Rates		
Adult		\$3.98
Child/Senior		\$3.54
Family		\$11.95
Swim Pass – Single		\$55.75
Swim Pass - Family		\$101.77
Aqua Zumba		\$5.31
Lane Swim (1 lane for 1 hour/week for the season)		\$20.00
Camp Rates		
March Break Camp		
Single Week		\$190.00
Single Day Registration		\$65.00
Family Weekly Registration Discount Each Child after 2 nd Child		(\$45.00)
Extended Care per week		\$38.00
Extended Care per day		\$8.50
Lunch per week		\$48.50
Lunch per day		\$10.00
Leaders in Training Program		\$115.50
Refund Administration Fee		\$20.00
Summer Camp		
Single Day Registration		\$65.00
Single TRIP Day Registration		\$65.00
Single Week Registration		\$190.00



Recreation & Cultural Services

	2023
Multiple Week Registration discount each week after 2 weeks	(\$10.00)
Family Day Registration (max 3)	N/A
Family TRIP Day Registration (max 3)	N/A
Family Weekly Registration Discount Each Child after 2 nd Child	25%
Extended Care per week	\$38.00
Extended Care per day	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00
4 Day Camp Week (Due to Holiday)	\$150.00
Refund Admin Fee – before June 1	\$20.00
Refund Admin Fee – After June 1 – 2 weeks prior to camp week	\$50.00
STEM Camp	
Single Week Registration (25% discount on three or more children)	\$299.00
Early Bird Registration Fee (25% discount on three or more children)	\$279.00
Multiple Week Registration Discount (each week after 2 weeks)	\$10.00
Extended Care per week	\$38.00
Optional Friday Lunch	\$10.00
Specialty Programs/Camps	
Single Week Registration	\$210.00
Family Weekly Registration Discount Each Child after 2 nd Child	25%
Extended Care per week	\$38.00
Extended Care per day	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00
Ballroom Dance Lessons (10 Classes)	\$72.57
Ballroom Social Tickets	\$15.00
Improv Classes (10 Classes)	\$9.00



Recreation & Cultural Services

Specialty Programs/Camps (continued)	2023
Triathlon Club Monthly	\$65.00
Triathlon Club with Swim Team membership Summer	\$225.00
Activity Drop in Fee Adult	\$5.31
Activity Punch Pass (20) Adult	\$70.80
Activity Drop in Fee Youth	\$3.10
Activity Punch Pass (25) Youth	\$70.80
Seniors Social Membership Fee - Annual	\$36.00
P.D Camp Registration	\$65.00
Holiday Workshop Registration (includes dinner)	\$30.00
Mini Camp	\$120.00
Brock Fit (12 weeks)	\$119.47
Pickleball Clinics (Per Person)	\$14.00
Spin classes 10 week session/Drop In	\$100.00 /\$10.00
Municipal Property Damage	Full Cost Recovery
Pelham Transit (As Pilot Project, Operated by Regional Transit On Demand)	
Standard Bus Fare	N/A
Bus Ticket Pack (11 Tickets)	N/A
Bus Pass Monthly	N/A



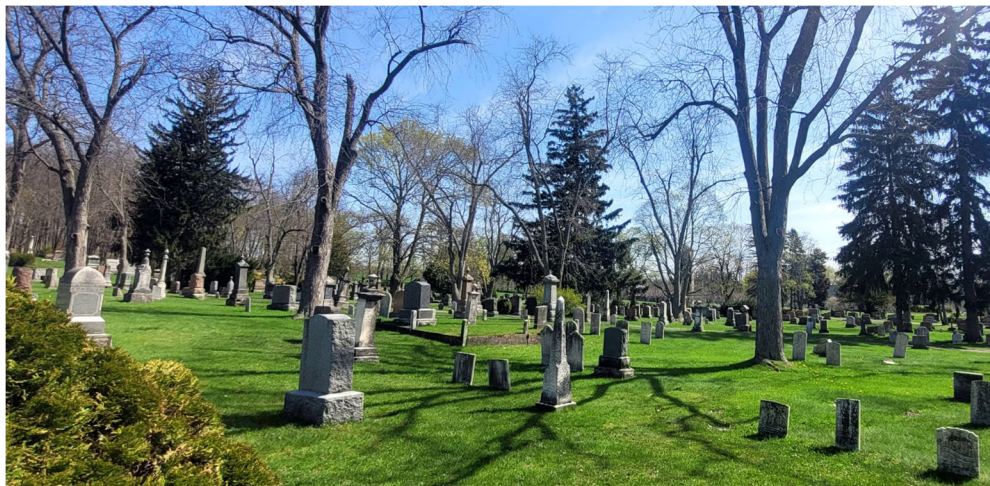
Public Works

	2023		
Culvert Fees	3 meter	6 meter	9 meter
250 mm Culvert + Coupler \$11.00	\$820.00	\$1,229.00	\$1,843.00
300 mm Culvert + Coupler \$21.00	\$858.00	\$1,305.00	\$1,957.00
375 mm Culvert + Coupler \$29.00	\$897.00	\$1,381.00	\$2,071.00
450 mm Culvert + Coupler \$36.00	\$945.00	\$1,477.00	\$2,216.00
525 mm Culvert + Coupler \$74.00	\$1,012.00	\$1,611.00	\$2,415.00
600 mm Culvert + Coupler \$73.00	\$1,068.00	\$1,725.00	\$2,587.00
*** larger or off sizes will be charged as per occurrence			
Cemeteries			
Resident Rates			
Land Acquisition			
Adult Grave			\$670.00
Perpetual Care per lot			\$440.00
Columbarium niche			\$2,414.00
Perpetual Care per niche (15%)			\$426.00
Non-Resident Rates			
Land Acquisition			
Adult Grave			\$1,056.00
Perpetual Care per lot			\$704.00
Columbarium niche			\$3,009.00
Perpetual Care per niche (15%)			\$531.00



Public Works

	2023
Interment Fees (not including Administrative Fee)	
Standard Burial	
Adult	
Opening and Closing Weekdays	\$672.00
Opening and Closing Saturday morning	\$964.00
Opening and Closing Saturday afternoon	\$1,014.00
Infant	
Weekdays	\$316.00
Saturday	\$642.00
Cremated Remains	
Weekdays	\$249.00
Saturday	\$488.00
Columbarium Weekday	\$298.00
Columbarium Saturday	\$499.00
Mausoleum	
Weekdays	\$332.00
Saturday	\$498.00
Disinterment Charges	
Adult/Child disinterment only	\$1,018.00
Infant/Stillborn disinterment only	\$338.00



Public Works

	2023
Disinterment Fees (continued)	
Cremains disinterment only	\$736.00
Columbarium Removal only	\$298.00
Foundation Charges	
Foundation charge per cubic foot	\$45.00
Markers	\$98.00
Cornerstones	\$103.00
Administration Fees	
Interment Administrative Fee	\$13.00
Interment Rights Transfer	\$57.00
Interment Rights Exchange	\$57.00
Interment Rights Replacement/Duplicate	\$35.00
Cemetery Records Search – per hour	\$30.00
Marker Perpetual Care and Maintenance	
Upright marker four feet or less in height and length	\$200.00
Upright market more than four feet in height or length	\$400.00
Flat Marker over 173 square inches	\$100.00



Public Works

	2023
Foundation Charges (continued)	
Other Fees	
Columbarium Plate (not including costs of engraving to Town)	\$77.00
Overtime Rate per hour	\$283.00
Archaeological Dig – per hour (not including ministry charges)	\$93.00
Dedication Items with Plaque (includes engraving)	
Wheel Chair Accessible Picnic Table	\$4,000.00
6-Foot "Pelham Bench"	\$3,000.00
Pride Bench	\$3,000.00
Bike Rack	\$1,000.00
Bike Repair Station	\$4,500.00
Concrete Ping Pong Table	\$10,500.00
Chess/Checkers Games Table	\$4,000.00
Tree Dedication	\$750.00
Permit Fees	
Special Event Permits (includes administration, site inspection and traffic plan review)	\$160.00
Municipal Permit and Inspection Fee	\$160.00



Public Works

	2023
Permit Fees (continued)	
Road Closure/Open Fees	
Closure/Open (4 hours max)	\$244.00
Overtime – Closure/Open (4 hours max)	\$303.00
Double Time Sunday and Holidays – Closure /Open (4 hours max)	\$372.00
Barricade/Cone/Barrel Deposit – refundable	
Under 10 Units	\$106.00
10 – 20 Units	\$212.00
Over 20 Units	\$530.00
Unsolicited Request to Purchase Lands Due Diligence Fee	\$1,273.00
Municipal Property Damage	Full Cost Recovery
Development Inspection per diem	Full Cost Recovery
Closed Road Allowance Disposal Charges	Full Cost Recovery
Special Customized Signage	Full Cost Recovery

**Inquiries related to this user fee and charges guide
and requests for alternate formats can be directed to:**

The Corporation of the Town of Pelham
Attention: Corporate Services Department
Town of Pelham, Municipal Building
P.O Box 400, 20 Pelham Town Square
Fonthill, Ontario
L0S 1E0



The Corporation of the Town of Pelham

By-law No. 4505(2022)

Being a By-law to amend By-law No. #4107(2019), as amended by By-laws 4296(2020), 4362(2021) and 4422(2022), being by-laws to govern the proceedings of the Town of Pelham Council, its Committees, the conduct of its members and the calling of meetings, to provide for Electronic Meeting Participation for the Council of the Town of Pelham, the Committee of Adjustment and Advisory Committees.

WHEREAS section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute") provides that a municipality shall establish a procedure by-law to govern meetings;

AND WHEREAS The Corporation of the Town of Pelham has enacted Procedural By-law No. 4107(2019), as amended;

AND WHEREAS on July 21, 2020, Bill 197, *COVID-19 Economic Recovery Act*, received royal assent and includes provisions to amend the *Municipal Act, 2001*, to allow members of municipal councils to continue to participate electronically in both open and closed meetings and be counted toward quorum, even in the absence of an emergency;

AND WHEREAS Section 239(3.1) of the *Municipal Act, 2001*, provides that the applicable procedure by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting to the extent and in the manner set out in the by-law;

AND WHEREAS the Council of the Corporation of the Town of Pelham considers it desirable to be able to continue to hold Council meetings electronically for the foreseeable future;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

- 1. THAT** Procedure By-law #4107(2019), as amended, be and is hereby amended, as follows:

Section 13 (vi) repealed and replaced with the following:

vi) Electronic participation by more than one Member/member shall only be permitted **until March 31, 2023** in consideration of the public health advice to limit the spread of COVID-19;

- 2. THAT** By-law #4107(2020), as amended by By-law 4296(2020) and By-law 4362(2021) and amended by By-Law 4422(2022), be amended to repeal and replace all reference to December 31, 2022, with "**March 31, 2023**" with respect to electronic meetings;

- 3. THAT** This By-law is enacted accordance with section 238(3.4) of the *Municipal Act, 2001*, as amended, and shall hereby come into effect as of

the date and time of its passing, and shall be deemed repealed and no longer in force at 12:01 a.m. on April 1, 2023, unless otherwise extended or repealed by Council.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk



The Corporation of the Town of Pelham

By-law No. 4506(2022)

Being a By-law to amend By-law 4313(2021) to establish a reserve fund for Volunteer Fire Fighters' life insurance.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS section 290(4)(g) of the *Municipal Act, 2001* provides that municipalities may, in preparing the budget for a year, provide for such reserve funds as the municipality considers necessary;

AND WHEREAS By-law 4313(2021) established a reserve fund for Volunteer Fire Fighters' Life Insurance;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it necessary and desirable to enact this By-law;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. THAT By-law 4313(2021) be amended to remove the following:

2. THAT the reserve fund shall receive an annual allocation of \$12,500 from the general operational budget, to a maximum balance of \$125,000, plus interest.

5. THAT the Treasurer be authorized to expend \$25,000 from the fund to a deceased volunteer firefighter's beneficiary, if a volunteer firefighter dies while being an active firefighter with the Town of Pelham.

2. THAT By-law 4313(2021) be amended to include the following:

THAT the reserve fund shall receive an annual allocation of the premium life insurance from VFIS of Canada from the general operational budget, to a maximum balance of \$10,000, plus interest.

3. Effective Date

3.1. This By-law shall come into force on the date that it is enacted.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk

PARK PLACE SOUTH SUBDIVISION AGREEMENT
MOUNTAINVIEW HOMES (NIAGARA) LTD.
(SUBDIVISION FILE NO. 26T19-02-2020)

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THIS AGREEMENT made this _____ day of _____, 2022.

BETWEEN:

MOUNTAINVIEW HOMES (NIAGARA) LTD.

Hereinafter called the "Developer"

OF THE FIRST PART

- and –

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto;
- b) as of the date of execution of this Agreement and on the date of registration of this Agreement, the Developer shall be a valid and subsisting corporation in good standing duly incorporated under the laws of the Province of Ontario;
- c) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens, or encumbrances registered against the lands described in Schedule "A" annexed hereto all of which shall be postponed to this Agreement unless otherwise authorized by the Town in writing; and
- d) this Agreement shall take priority over any subsequent registrations against the Lands;

AND WHEREAS the Developer has applied to the Town for approval of a Plan of Subdivision of the Lands described in Schedule "A" annexed hereto;

AND WHEREAS the Town's "Conditions of Draft Plan Approval" require that all conditions must be fulfilled before the aforesaid Plan of Subdivision is given final approval, and the Developer must enter into a Subdivision Agreement with the Town to satisfy all its requirements, financial and otherwise, relating to the Lands being subdivided;

AND WHEREAS this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

AND WHEREAS subsection 51 (26) of the *Planning Act, 1990*, permits the registration of this Agreement against the lands to which it applies;

AND WHEREAS subsection 27 (1) of the *Development Charges Act, 1997*, permits the early payment of all or part of a development charge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the Town, the receipt whereof is hereby acknowledged by the Town, the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- 1.1 **AGREEMENT** means this Subdivision Agreement.

- 1.2 **ASSUMPTION BY-LAW** means a by-law passed by the Town accepting all of the Works to be constructed hereunder.
- 1.3 **BLOCK** shall mean the whole of a parcel or tract of land create by the Plan of Subdivision.
- 1.4 **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on the Lot.
- 1.5 **BUILDING BY-LAW** means the Building By-law No. 2686 (2005) passed by the Town and amended from time to time.
- 1.6 **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- 1.7 **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Town and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Town and amendments thereto.
- 1.8 **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Town as appointed by by-law of the Council, or their designate appointed pursuant to the *Building Code Act*, as amended, or any successor thereto.
- 1.9 **CLERK** means the Clerk of the Town.
- 1.10 **COMPLETION CERTIFICATE OF PRIMARY SERVICES** means the Certificate issued by the Director of Public Works upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period for the Primary Services as installed.
- 1.11 **COMPLETION CERTIFICATE OF SECONDARY SERVICES** means the Certificate issued by the Director of Public Works upon satisfactory completion of the Secondary Services for the Lands prior to commencement of the maintenance period for the Secondary Services as installed.
- 1.12 **COST OF CONSTRUCTION** means the cost of construction approved by the Director of Public Works and may include engineering fees ancillary thereto.
- 1.13 **COUNCIL** means the Council of the Corporation of the Town of Pelham.
- 1.14 **DEVELOPER** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.15 **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services for the Plan of Subdivision.
- 1.16 **DEVELOPMENT CHARGES** means the development charges imposed under the Town's Development Charge By-law No. 4023 (2018), or any successor by-law, as prescribed by the *Development Charges Act, 1997*, as amended, or any successor thereto.
- 1.17 **DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT** means the Director of Community Planning and Development for the Town, or their designate.
- 1.18 **DIRECTOR OF PUBLIC WORKS** means the Director of Public Works for the Town, or their designate.

- 1.19 **EASEMENTS** shall mean the easements described in Schedule "D" annexed hereto, which forms part of this Agreement.
- 1.20 **FINAL DEFAULT** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Town, as provided in Section 39 hereof.
- 1.21 **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Director of Public Works after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for assumption by the Town.
- 1.22 **FRONT LOT LINE** means the front lot line as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.23 **GRADING CONFORMANCE CERTIFICATE** means the Certificate identified in Section 29 hereof.
- 1.24 **LANDS** means the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.
- 1.25 **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Town and shall contain a clause that automatically renews it from year to year, unless the Town gives written notice that it does not require the Letter of Credit to be renewed.
- 1.26 **LETTER OF OCCUPANCY** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 35 hereof.
- 1.27 **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*, as amended, or any successor thereto.
- 1.28 **LOT** means a lot as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.29 **LOT FRONTAGE** means lot frontage as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.30 **LOT GRADING DEPOSIT** means a deposit of security as specified in Section 30 hereof.
- 1.31 **LOT GRADING PLAN** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Building Lot or Block in the Plan of Subdivision.
- 1.32 **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Town that all Works constructed under this Agreement will function as designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, Building or structures within the Plan of Subdivision or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Director of Public Works by the Developer at its cost.
- 1.33 **MAINTENANCE GUARANTEE PERIOD** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 38 hereof.
- 1.34 **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the

boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.

- 1.35 **OWNER** means the applicant for a Building Permit for one of the Lots or Blocks and includes the person on whose behalf an application for a Building Permit is made.
- 1.36 **PARTY** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.37 **PLAN OF SUBDIVISION** means the Plan of Subdivision of the Lands described in Schedule "A" approved for registration by the Town and registered on title pursuant to the provisions of the *Planning Act*.
- 1.38 **PLANS** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the Town.
- 1.39 **PRE-SERVINCING** means the installation of Works prior to registration of this Agreement.
- 1.40 **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, shall include: storm sewers, storm water management, sanitary sewers, watermain, roads (including base coarse asphalt and curbs and gutters), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.41 **PRIVATE UTILITIES** means telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.42 **REGION** means the Regional Municipality of Niagara.
- 1.43 **REGIONAL PUBLIC WORKS DEPARTMENT** means the Regional Municipality of Niagara Public Works Department.
- 1.44 **RESERVE STRIP** shall mean a parcel of land conveyed by the Developer to the Town in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from said street to the said next abutting lot or block.
- 1.45 **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities, and without limiting the generality of the foregoing, shall include: top course roadway asphalt, paved driveway aprons, sidewalks, fencing, and sodding/hydroseeding, landscaping, and tree plantings of boulevards and hydroseeding, landscaping and tree plantings of park blocks and stormwater management blocks.
- 1.46 **SECTION**, when used in reference to a numbered part of the Agreement, means:
- a) a complete section including all its sections and subsections;
 - b) a particular subsection including its subsections; and
 - c) a particular subsection as the context may dictate or require.
- 1.47 **STORM WATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as storm water structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat storm water and control pollution and control storm water runoff to predetermined levels prior to discharge to receiving surface water courses and subsurface ground water regimens.

- 1.48 **STORM WATER MANAGEMENT REPORT** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 17 of this Agreement.
- 1.49 **STREET** means street as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.50 **STREET LINE** means Street Line as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- 1.51 **SUBDIVISION** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.52 **SUBDIVISION GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule "E", annexed hereto.
- 1.53 **SUPERVISION** means the full-time inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Town standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- 1.54 **TOWN** means The Corporation of the Town of Pelham.
- 1.55 **TREASURER** means the Director of Corporate Services for the Town, or their designate.
- 1.56 **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- 1.57 **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, and all construction, erection, installation and engineering required to be completed or performed by the Developer pursuant to this Agreement.

2. LANDS TO BE SUBDIVIDED

The Lands to be subdivided by the Plan of Subdivision are those lands described in Schedule "A" annexed hereto and the Plan of Subdivision shall be registered against all of such Lands.

3. GENERAL PROVISIONS

- 3.1 Unless the context or any other collateral agreements between the Town or the Developer otherwise requires, where the Developer is obliged by this Agreement or the approved Plans to make payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- 3.2 The Developer hereby covenants, warrants and agrees to save harmless and keep the Town and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.
- 3.3 The Developer and the Town acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
 - a) shall run with the Lands; and,

- b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
 - c) the benefits of the said covenants shall enure to the Town, its successors and assigns in title, of all roads, streets, and public Lands forming part of or abutting on the Lands.
- 3.4 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 42.
- 3.5 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- 3.6 The Developer shall impose restrictions as set forth in Schedule "H" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- 3.7 The Schedules annexed hereto, being Schedules "A" to "H" inclusive, are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.
- 3.8 The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act, 1990*, and amendments thereto.
- 3.9 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Ontario Water Resources Act*, the *Safe Drinking Water Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 3.10 The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Town if at any time the Town considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Developer and in this regard the Town shall also be entitled to draw upon any security filed by the Developer under this Agreement.
- 3.11 If any term of this Agreement shall be found to be *ultra vires* of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.
- 3.12 The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, or before any court or administrative or other tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 3.13 Time shall be of the essence of this Agreement.
- 3.14 Prior to execution of this Agreement by the Town, the Developer shall deliver to the Town a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

- 3.15 The Developer hereby agrees to procure, register and provide to the Town any postponement agreements which the Town solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.
- 3.16 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.
- 3.17 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a subdivision or part thereof unless and until a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the Town.
- 3.18 In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Town to do so, which consent shall be conditional upon the Developer registering such Plans of Subdivision in such order as determined by the Town and upon registering such Plans of Subdivision concurrently. The Developer shall not register a Plan of Subdivision over part of the Lands without prior written consent of the Town.
- 3.19 Any and all of the Developer's obligations under this Agreement shall be joint and several.

4. SERVICING PLANS AND SPECIFICATIONS

- 4.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the execution of this Agreement by the Town and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Director of Public Works three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Director of Public Works in their appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Town, or existing practices and standards as may from time to time be established or amended by the Town by its officials or agents. The Town may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.4 No approval by the Director of Public Works shall operate as a release by the Town of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

- 5.1 The Developer shall employ, at its cost, a competent and qualified Consulting Engineer approved by the Director of Public Works, to:
- a) carry out all soil investigations to the satisfaction of the Director of Public Works;
 - b) design all of the Works required to be completed by this Agreement;
 - c) prepare plans, profiles and specifications for the Works and submit

detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such Works;

- d) obtain from the Director of Public Works the details regarding the form and scale of these drawings prior to their presentation;
- e) obtain and provide the Town with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of said Works;
- g) if required, prepare contract documents and call tenders for the installation and construction of the said Works;
- h) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement including watermain commissioning;
- i) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) and PDF format, and two (2) sets "as constructed" records shall be submitted in a reproducible form to the Director of Public Works, at the time of completion of Primary Services (including all street light and utility services) prior to approving the Completion Certificate for the Works.
- j) upon completion of the installation or construction of the Works, supply the Town with a certificate, in a form satisfactory to the Director of Public Works, that the Works were installed and constructed in accordance with the approved Plans and specifications;
- k) provide the Director of Public Works with individual record sheets for all sewer and water service locations and depths;
- l) when requested by the Director of Public Works, accompany them on inspections of the Works including a final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Town;
- m) supervise the construction of all Works on a full-time basis including any remedial work which the Director of Public Works may require;
- n) test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements;
- o) provide building levels for construction purposes; and,
- p) certify, in writing, to the Director of Public Works, as to the actual cost of all Works completed, prior to the Town approving a Completion Certificate for such Works or reducing any Letter of Credit.

5.2 The Developer shall not install Works prior to the receipt, in writing, of the approval of the detailed Plans and specifications by the Director of Public Works.

5.3 All of the Primary, Secondary, and Utility Services to be installed or constructed under this Agreement shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

5.4 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected and videoed via closed circuit

T.V. prior to final acceptance by the Town.

- 5.5 The Director of Public Works, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works. Town inspections shall be in addition to inspections provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or their Consulting Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.
- 5.6 The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.

6. BY-LAW(S), DOCUMENTATION, AND REGISTRATION

- 6.1 The Council may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "F" annexed hereto, obtaining and filing with the Director of Public Works all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Director of Public Works.
- 6.2 Before this Agreement is executed by the Town, the appropriate authorizing By-law must be enacted by the Council of the Town.
- 6.3 The Developer shall provide the Town with two (2) paper copies and a PDF format copy each of the draft Plan of Subdivision (M-Plan) for the Lands and the Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.4 The Developer acknowledges that the Town may register an Inhibiting Order against the Lands and that the Town will not have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Town for registration and all other documents required to provide discharges, releases, and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands that have been registered against title to the Lands.
- 6.5 Upon the Town being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the Town shall register the following documentations at the sole expense of the Developer as soon as practicable:
 - a) the approved Plan of Subdivision; and,
 - b) all other documentation related thereto, including without limitation, Cessations of Charge, Transfers, and Easements.
- 6.6 In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the Town may declare the Developer in Final Default.
- 6.7 The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the Town's solicitor have been delivered, approved and registered on title to the complete satisfaction of the Town's solicitor.

7. LAND FOR MUNICIPAL PURPOSES

- 7.1 The Developer shall, at its own expense, convey to the Town in fee simple, free of all encumbrances, such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.
- 7.2 All of the road allowances and road widenings shown on the Plan of Subdivision shall be dedicated by the Developer as public highways.
- 7.3 All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Town.

8. EASEMENTS FOR MUNICIPAL PURPOSES

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Town such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.
- 8.2 The Developer shall convey to the Town or to such public utility company or commission or cable television company as the Town may direct, easements required for utility and/or co-axial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Town, and if required by the Town, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Town, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the Town has passed the Assumption By-Law.

9. GENERAL SERVICES

- 9.1 Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- 9.2 Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- 9.3 The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Town from any claim arising from such damage.
- 9.4 The Developer shall keep all portions of the development well, properly, and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Town from any claim arising from said damage.
- 9.5 The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and

earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Town, its servants or agents, may, at the Town's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the Town, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Town may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.

- 9.6 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- 9.7 All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Town's requirements and to the satisfaction of the Director of Public Works.
- 9.8 All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Town's requirements and to the satisfaction of the Director of Public Works.
- 9.9 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Niagara Peninsula Energy, Hydro One Networks Inc., Cogeco Cable) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- 9.10 The Town disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the Town or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various Town

Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.

- 9.11 The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- 9.12 The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Town to the Developer, the Town may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Town may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.13 The Developer shall not add any fill to the Lands without first obtaining written approval from the Director of Public Works.
- 9.14 The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Public Works.
- 9.15 All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the Town's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- 9.16 The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the Town, that the Town will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.
- 9.17 The Developer acknowledges and agrees that in the event that the Lands are not maintained in an acceptable standard to the Town in regards to refuse, rubbish, dust or debris or if refuse, rubbish, dust or debris from the Lands are found on abutting streets or properties and are not removed in an acceptable standard to the Town that the Town may bill the Developer for the removal of refuse, rubbish, dust or debris from the Lands or on abutting streets or properties impacted by the development of the Lands.

10. SURVEY MONUMENTS TO BE PRESERVED

- 10.1 The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved.
- 10.2 The Developer agrees if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

11. TOWN'S RIGHT TO ENTER AND REPAIR

- 11.1 The Town shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:

- a) without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and,
- b) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer; and,
- c) such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Town or an assumption by the Town of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement; and,
- d) the cost of any repair or maintenance work (including professional fees) undertaken by the Town pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the Town within such thirty (30) day period, the Town may and is hereby expressly authorized by the Developer to deduct the amount owing to the Town for such repairs or maintenance from any monies or Letter of Credit deposited with the Town; and,
- e) repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence of the Director of Public Works or their representative.

11.2 The Developer shall obtain from any Purchaser of any of the Lots or Blocks shown on the Plan of Subdivision, a license permitting the Developer and the Town to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such license to the Town upon demand therefor.

12. SERVICES TO BE COORDINATED

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

13. INTERIM WORKS

The Developer agrees and acknowledges that, until the Director of Public Works affixes their signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

14. ROADS

14.1 The Developer agrees to construct, install, and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

14.2 The Developer agrees to rough grade to the Town's specifications the full width of all road allowances as shown on the Plans prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Director of Public Works and is conducive to the interim drainage requirements of the Plan of Subdivision. The topsoil

so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Subdivision Grade Control Plan filed with and approved by the Director of Public Works.

- 14.3 The Developer shall restore any existing road damaged during the development of the Plan of Subdivision to the complete satisfaction of the Director of Public Works, prior to approval of the Completion Certificate for Primary Services.

15. SANITARY SEWER SYSTEM

- 15.1 If required by the Town, and prior to execution of this Agreement by the Town, the Developer shall undertake a review of the existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- 15.2 The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the Town, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.
- 15.3 All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
- a) after placement of the base course asphalt upon the streets in the Plan of Subdivision; and,
 - b) upon receipt of any written notice from the Director of Public Works.
- 15.4 All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Public Works.
- 15.5 All sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- 15.6 Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- 15.7 Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.
- 15.8 The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- 15.9 The Developer agrees to decommission any existing water services to the satisfaction of the Director of Public Works.

16. STORM DRAINAGE SYSTEM

- 16.1 The Developer shall construct a storm drainage and storm water management

system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority, and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.

- 16.2 All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
- a) after placement of the base course asphalt upon the streets in the Plan of Subdivision; and,
 - b) upon receipt of any written notice from the Director of Public Works.
- 16.3 All storm sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the storm sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- 16.4 Prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the storm sewer lateral constructed to service each Lot.

17. STORMWATER MANAGEMENT FACILITIES

- 17.1 The Developer agrees that prior to the Town executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Public Works, the Region of Niagara Planning & Development Department, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Region of Niagara Public Works Department, indicating the following:
- a) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - b) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and,
 - c) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- 17.2 The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 28 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- 17.3 The Developer agrees to implement the Niagara Peninsula Conservation Authority's approved Storm Water Management Plan including the approved grading and drainage, any required erosion and flood protection works, and all Niagara Peninsula Conservation Authority approvals.

- 17.4 The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Public Works and the Region of Niagara Planning & Development Department.
- 17.5 Immediately prior to assumption the Developer will:
- a. Remove all sediment deposits from the Stormwater Management Facility;
 - b. Prepare and submit a Final Stormwater Management Report;
 - c. Restore the Stormwater Management Facility to a condition where it meets all of the performance requirements set out within the Final Stormwater Management Report submission and the approved drawings in accordance with the Final Stormwater Management Report as reviewed and accepted by the Director of Public Works; and
 - d. Undertake all maintenance to correct all deficiencies such as erosion, restoration of plantings or vegetation which has not been taken, has died, or was removed as part of the sediment removal process in accordance with the Final Stormwater Management Report as reviewed and accepted by the Director of Public Works.

18. WATER DISTRIBUTION SYSTEM

- 18.1 The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curb stops and boxes, blow offs and ground hydrants as may be required, for the purpose of servicing the Plan of Subdivision. The water distribution system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Public Works Department and the construction and materials shall be in accordance with Town's most recent specifications therefor. All work on water distribution system shall be performed in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, as amended and the Town's DWWP and DWWL. The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Town of Pelham Fire Department and the Director of Public Works.
- 18.2 The Developer shall install, charge, test, and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Town of Pelham Fire Department and the Director of Public Works.
- 18.3 The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- 18.4 All water mains shall be flushed, chlorinated, pressure tested, and bacterial tested in accordance with Town standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Primary Services.
- 18.5 The operation of valves which cause the water mains within the Plan of Subdivision to be charged from existing municipal water mains SHALL ONLY be carried out by Town Staff. All work on water distribution system shall be performed in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, as amended and the Town's DWWP and DWWL. The Town has an approved Quality Management System for the Pelham Distribution System and the Developer and its contractors shall be aware and informed of the Quality Management System.
- 18.6 The Developer shall, prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, supply the

Director of Public Works with “as constructed drawings” showing the location and depth of the water connections constructed to service each of the Lots.

19. SIDEWALKS

- 19.1 The Developer shall, at its sole expense, construct, install and complete concrete sidewalks in accordance with the approved Plans filed and specifications therefor.
- 19.2 All sidewalks shall be deemed to be Secondary Services for the Plan of Subdivision and shall be completed within six (6) months of occupancy of each dwelling, except between November 15th and April 15th at which time the sidewalks must be installed as soon as possible, at the locations shown on the Plans and in accordance with the approved Subdivision Grade Control Plan or as amended by the Director of Public Works. The sidewalks are to be constructed in their entirety in block long sections.

20. DRIVEWAY APPROACHES

- 20.1 Each Lot and Block shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Public Works.
- 20.2 The Developer shall provide driveway curb cuts and granular driveway access on the boulevard prior to occupancy of any Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.
- 20.3 All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk between the curb line and the Street Line, shall be installed and paved by the Developer by no later than the 1st day of November in the year after the year in which the Buildings served by the driveway approaches are occupied in accordance with the approved plans and specifications therefor prior to the Director of Public Works approving the Completion Certificate for Secondary Services.
- 20.4 All driveway approaches shall be constructed to the satisfaction of the Director of Public Works prior to the assumption of the Plan of Subdivision and no curbstops shall be allowed in driveways.
- 20.5 All driveway approaches are to conform to OPSD 351.010. The Developer shall be responsible for ensuring all approaches conform to this until the Town assumes all works in the subdivision.

21. FENCING

- 21.1 The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.
- 21.2 No gates shall be permitted in fencing that abuts the park.

22. STREET AND TRAFFIC SIGNS

- 22.1 The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- 22.2 The Developer shall pay for all permanent street pavement markings, traffic signs and other traffic control devices as required by the approved Plans, in accordance with OTM Books 5 & 18 and to the satisfaction of the Director of Public Works, in accordance with Schedule "F" annexed hereto.

The Town shall be responsible to supply and install all permanent street and traffic control signs to the current standards of the Town.

23. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING

- 23.1 The Developer shall arrange with Niagara Peninsula Energy/Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Niagara Peninsula Energy/Hydro One Networks Inc. and the Director of Public Works. All such facilities shall be installed underground unless specific external systems are approved by Niagara Peninsula Energy/Hydro One Networks Inc. and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- 23.2 The Developer shall arrange with Niagara Peninsula Energy/Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Niagara Peninsula Energy/Hydro One Networks Inc. upon receipt of a statement of account therefor.
- 23.3 The Developer shall design and provide a decorative street lighting system to the satisfaction of the Director of Public Works and the Director of Community Planning and Development.
- 23.4 Prior to the Director of Public Works approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the Town satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Town, and upon Council passing the Assumption By-law the Town will assume the street lighting system into the Town's street light inventory. Energizing of the street lights will be undertaken by Town staff.

24. UTILITY SERVICES

- 24.1 All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, gas, electrical, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers.
- 24.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each Lot and Block in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Director of Public Works approving the Completion Certificate for Primary Services.
- 24.3 The Developer shall, prior to the Director of Public Works approving the issuance of the Completion Certificate for Primary Services, supply the Director of Public Works with "as constructed drawings" showing the location of all Utility Services required to service the Plan of Subdivision.

25. TREE PLANTINGS

- 25.1 In order to maintain a high standard of amenity and appearance, the

Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and the East Fonthill Secondary Plan Area Urban Design Guidelines and to provide tree plantings in accordance with the approved Streetscaping Plan to the satisfaction of the Director of Public Works in accordance with the following:

- a) one (1) tree per Lot and two (2) trees per side yard flankage shall be planted in the sodded/hydroseeded portion of the street allowance between the Front Lot Line and the roadway in accordance with the Plans. Trees shall be sound, healthy, vigorous and free from disease with normally healthy root systems; and,
 - b) trees should be 50mm caliper, balled and burlapped at planting.
- 25.2 In accordance with Schedule “F” annexed hereto, prior to registration of this Agreement by the Town, the Developer shall provide security in the form of a Letter of Credit to the Town for Tree Planting within the subdivision, for the cost of replacing and maintaining trees within the Plan.
- 25.3 The Developer shall be solely responsible for acquiring and planting trees in accordance with the terms of this Agreement and in accordance with the approved Streetscaping Plan to the satisfaction of the Director of Public Works and shall deliver written notice to the Town that such work has been completed. All trees shall be planted within nine (9) months of occupancy on each respective lot.
- 25.4 The Developer shall be solely responsible for maintaining all tree plantings in a healthy state on boulevards until such time as Council passes an Assumption By-law.
- 25.5 Provided, however, that in the event the Developer does not plant trees in accordance with the provisions of this Agreement or within the prescribed time or to the complete satisfaction of the Director of Public Works, then the Town may, at its sole discretion, plant or replace or replant trees in accordance with the provisions of this Agreement and apply the above mentioned security against the Town’s costs and/or collect such costs in like manner as municipal taxes.

26. LANDSCAPING

- 26.1 The Developer shall grade and place a minimum of one hundred (100) millimetres of topsoil with No. 1 nursery sod/hydroseed on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All streetscaping shall be in accordance with the approved Plans to the satisfaction of the Director of Public Works. All sodding/hydroseeding as herein described shall be considered as part of the cost of construction of Secondary Services for the Plan of Subdivision and shall be completed at the time of or within three (3) months after the final sodding/hydroseeding of any Lot in accordance with the approved final lot grading certificate and prior to the Director of Public Works approving the Completion Certificate for Secondary Services. The Developer shall maintain all sod/hydroseed until Council passes the Assumption By-law.
- 26.2 The Developer is responsible for ensuring that each Lot or Block within the Plan of Subdivision is:
- a) fine graded in accordance with the approved individual Lot Grading Plans for each lot; and,
 - b) sodded with No. 1 nursery sod or hydroseeded within six (6) months of initial occupancy of the Building, in all areas of the Lot or Block including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.

- 26.3 All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be fine graded and hydroseeded and landscaped according to the East Fonthill Secondary Plan Area Urban Design Guidelines in accordance with the approved Channel Plans prior to the Town issuing any building permits. Prior to and during construction, silt traps are to be put in place until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Director of Public Works.
- 26.4 Unless exempted by the Director of Public Works, all lands conveyed to the Town (including but not limited to parks, channels, and stormwater management facilities) shall be serviced, hydroseeded, and landscaped in accordance with the approved Streetscaping, and Landscaping Plans. The improvements are considered as part of the Secondary Services of the Plan of Subdivision. Once the lands have been hydroseeded and landscaped and approved by the Director of Public Works the Town will maintain the lands.

27. EROSION AND SEDIMENTATION CONTROL

- 27.1 The Developer agrees to implement the approved erosion and sedimentation and control plans and lot grading and drainage plans to the satisfaction of the Town, Regional Municipality of Niagara, and Niagara Peninsula Conservation Authority.
- 27.2 The Developer agrees to re-vegetate or otherwise restore all disturbed areas immediately upon the completion of on-site grading to the satisfaction of the Town and the Niagara Peninsula Conservation Authority.

28. SUBDIVISION GRADING AND DRAINAGE

- 28.1 Unless otherwise approved or required by the Town, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
- a) the Town has agreed in writing to such alteration or removal; and,
 - b) the Town has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the Town's Lot Grading and Drainage Policy and amendments thereto; and,
 - c) prior to execution of this Agreement by the Town or commencing any phase of development, and in accordance with the Town's Lot Grading and Drainage Policy and amendments thereto, the Developer shall prepare and provide the Town, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance with the Town's Lot Grading and Drainage Policy and amendments thereto.
- 28.2 Unless otherwise approved or required by the Town, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Director of Public Works has agreed in writing to such alteration or removal and the Director of Public Works has approved a Subdivision Grade Control Plan pursuant to the terms of this Agreement.
- 28.3 The following grading works shall be completed prior to the issuance of any Building Permits:
- a) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Plan of Subdivision, subject to weather conditions; and,
 - b) rough grading of all Lots to generally conform to the Subdivision Grading Plan.

- 28.4 If drainage problems arise which are as a result of non-compliance with the requirements of the Town's Lot Grading and Drainage Policy and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Town may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Town forthwith after being incurred by the Town, the Town may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 28.5 The Developer shall deposit with the Town as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "F" annexed hereto, a Subdivider's Grading Deposit as required by the Town's Lot Grading and Drainage Policy and amendments thereto.
- 28.6 Upon completion of the Works and acceptance by the Town of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the Town.
- 28.7 The Developer shall register the following covenant on all Lots and Blocks contained within the Lands described in Schedule "A" and such registration shall occur at the time of or immediately after registration of the Agreement and shall submit proof to the Town that such covenant has been registered on all the Lots and Blocks within the Subdivision:

"No one shall interfere with the drainage swales or surface drainage pattern on a lot or block without explicit written permission from the Town's Director of Public Works. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or storm water management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the _____ day of _____, 2022 and registered the _____ day of _____, 2022."

29. LOT GRADING AND DRAINAGE

- 29.1 Prior to the issuance of a Building Permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Town three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- 29.2 Prior to issuance of a building permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Town as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$1,000.00 per Lot or Block.
- 29.3 Upon acceptance of the Grading Conformance Certificate by the Town, the Owner or the Building Permit applicant may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Town.
- 29.4 The grading of a Lot or Block shall be considered complete when the building has been erected and such Lot or Block has been graded and sodded or hydroseeded. Sodding or hydroseeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- 29.5 Upon completion of the grading, prior to landscaping or fencing, the Developer shall submit to the Town one copy of the Lot Grading Plan which shall indicate

the finished elevation as shown on the proposed Lot Grading Plan. This “as constructed” Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.

- 29.6 Once the “as constructed” grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the Town, shall be accepted and dated by the Town, as the “Grading Conformance Certificate.”
- 29.7 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Public Works or the Chief Building Official.
- 29.8 The Developer agrees that foundation drains shall be pumped by a sump pump in each house discharging via storm laterals. The Developer covenants and warrants that foundation drains will not be connected to the sanitary sewer system.
- 29.9 The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent property.
- 29.10 If required, the Developer agrees to submit a plan for approval to the Director of Public Works, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

30.PRIMARY SERVICES AND COMPLETION CERTIFICATE FOR PRIMARY SERVICES

- 30.1 The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of the Plan of Subdivision. The Director of Public Works may extend the time for the completion of the Primary Services or any of them for such length of time as they may deem expedient upon the written application of the Developer.
- 30.2 Primary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Public Works, or designate, and the Completion Certificate for Primary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during their inspection by the Developer’s Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Primary Services.
- 30.3 The performance by the Developer of its obligations hereunder to the satisfaction of the Director of Public Works shall be a condition precedent to the acceptance by the Town of the Works or any of them.
- 30.4 Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the documentation listed in Sections 30.5, 30.6, 30.7 must be provided to the Director of Public Works in a single submission package. Only one reduction shall be permitted prior to issuance of the final completion certificate.
- 30.5 The Developer’s Consulting Engineer shall provide to the Director of Public Works:
- a) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;

- b) certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with Town standards;
- c) certificate(s) stating that all water main tracer wires have been tested and the new water distribution system can be traced;
- d) certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
- e) copies of the hydrant test reports and fire flow test reports;
- f) certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.;
- g) copies of the storm and sanitary sewer inspection video tape(s) and documentation;
- h) certificate stating that the approved Tree Preservation Plan, if required, has been complied with including a Clearance Letter from the Region;
- i) certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
- j) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
- k) the original drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format and PDF format using Town of Pelham Drafting Standards; and,
- l) plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the Lots or Blocks.

30.6 The Developer shall provide the Director of Public Works with:

- a) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - 1. all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
 - 3. that there are no outstanding debts, claims, or liens in respect of such works.

30.7 The Developer shall provide the Town with the Maintenance Guarantee, as required by Section 38 hereof.

30.8 Subject to Sections 30.5, 30.6, 30.7 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Primary Services related to Town land has been completed in accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate for Primary Services.

31. SECONDARY SERVICES AND COMPLETION CERTIFICATE FOR SECONDARY SERVICES

31.1 With the exception of the asphalt surface course and the sodding/hydroseeding required by Sections 26.1 and 26.2, all Secondary Services, including hydroseeding and landscaping required by Sections 26.3 and 26.4, shall be completed within eighteen (18) months after the date of the registration of the Plan of Subdivision. The Director of Public Works may extend the time for completion of the Secondary Services or any of them for such length of time as they may deem necessary upon the written application

of the Developer.

- 31.2 The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than thirty-six (36) months after issuance of the Completion Certificate for Primary Services or as directed by the Director of Public Works.
- 31.3 Secondary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Public Works or designate and the Completion Certificate for Secondary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Secondary Services.
- 31.4 The Town may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- 31.5 Prior to the Director of Public Works approving the Completion Certificate for Secondary Services, the documentation listed in Sections 31.5 and 31.6 must be provided to the Director of Public Works in a single submission package. Only one reduction shall be permitted prior to issuance of the final completion certificate.

The Developer's Consulting Engineer shall provide to the Director of Public Works:

- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and,
 - b) if required, the original Drawings showing each of the said works" as constructed" together with electronic drawing files in AutoCAD format and PDF format using Town of Pelham Drafting Standards.
- 31.6 The Developer shall provide the Director of Public Works with a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
 - c) that there are no outstanding debts, claims or liens in respect of such works.
- 31.7 Subject to Sections 31.5 and 31.6 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Secondary Services.

32. MAINTENANCE OF THE SUBDIVISION

- 32.1 Until the Town issues the Final Certificate of Completion of Services, the Town agrees to provide only snow plowing and sanding services on paved roads connected by paved road to a public roadway. The Developer shall provide all other services including, but not limited to, maintenance and repairs of sewers, water mains and appurtenances, storm water management facility, fencing (including silt fencing and control structures) and overland drainage systems. The Developer agrees that any service provided by the Town prior to actual acceptance of the roads by the Town shall not be deemed acceptance of the roads.

- 32.2 The Developer shall, at its own expense and to the satisfaction of the Director of Public Works, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Completion Certificate of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 32.3 The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 32.2 or by the Town pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of said services, notwithstanding that the three (3) year period of maintenance provided under Section 32.2 may have elapsed.
- 32.4 The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Director of Public Works.
- 32.5 The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law.
- 32.6 The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Town for municipal purposes.
- 32.7 Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Town, the Director of Public Works, at their sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Town not reimbursed by the Developer forthwith may be collected by the Town in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 32.8 The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Final Certificate of Completion of Services and extend for a minimum of one (1) year or until the Director of Public Works approves the Final Certificate of Completion of Services whichever occurs last (this period is herein referred to as the "Maintenance Guarantee Period").
- 32.9 The Maintenance Guarantee Period for Primary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Primary Services. The Developer shall, at its own expense and to the satisfaction of the Director of Public Works, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Completion Certificate for Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 32.10 The Maintenance Guarantee Period for Secondary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Secondary Services. The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 32.2 or by the Town pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of the said services, notwithstanding that the three (3) year period of maintenance provided under Section 32.2 may have elapsed.

33. CERTIFICATE OF FINAL ACCEPTANCE

- 33.1 After the expiry of the maintenance period provided for in Section 32.3 hereof, the Town shall, subject to the compliance by the Developer with Section 33.3 hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement. Upon expiration of the three year Maintenance Guarantee Period for Primary Services or the one year Maintenance Guarantee Period for Secondary Services and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Town and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements of the Certificate of Final Acceptance have been met.
- 33.2 The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying they have found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Public Works approving the Certificate of Final Acceptance for Secondary Services.
- 33.3 The application, in writing, by the Developer for the Final Certificate of Completion of Services shall include the following:
- a) a statutory declaration in a form satisfactory to the Director of Public Works that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them; and,
 - b) a Certificate in a format acceptable to the Director of Public Works signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Town and the Plans as approved by the Director of Public Works.
- 33.4 If upon inspection of the Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works, the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- 33.5 The Director of Public Works may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct, or maintain any of the Works pursuant to this Agreement and the approved Plans.
- 33.6 The issuance by the Town of the Final Certificate of Completion of Secondary Services may be withheld until eighty-five percent (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Director of Public Works.
- 33.7 Upon the issuance of the Final Certificate of Completion of Primary and Secondary Services, the Director of Public Works shall recommend to Council that the Town assume by By-law the Primary and Secondary Services within the Plan of Subdivision as required to be constructed or installed under this Agreement.

34. ASSUMPTION OF MUNICIPAL SERVICES

The Developer hereby acknowledges that upon assumption by the Town of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the Town without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the Town by Council passing an Assumption By-law after the Director of Public Works approves the Certificate of Final Acceptance for Primary Services and the Certificate of Final Acceptance for Secondary Services.

35. BUILDING PERMITS AND OCCUPANCY

35.1 The Developer/Owner covenants and agrees not to apply for building permits until:

- a) all Primary Services (including roadways to base asphalt and curbs) have been completed and are operational and a Completion Certificate for Primary Services has been approved to the satisfaction of the Director of Public Works; Building permits may be obtained in Phase 1 once primary services are installed in Phase 1, which may be prior to servicing phase 2.
- b) the Town has on file an approved Subdivision Grading Plan;
- c) the Developer has completed the following grading works:
 - i) rough grading of all Lots and Blocks to generally conform to the Subdivision Grading Plan;
 - ii) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Town for the Lands;
- d) the Town has on file an approved Proposed Lot Grading Plan;
- e) the Town is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) development fees at the prevailing rate as prescribed by the Town's Development Charges By-Law 4023 (2018) and amendments thereto;
 - ii) the Lot Grading Deposit;
 - iii) Building Permit application fee;
 - iv) Plumbing Permit application fee;
 - v) water meter fee;
 - vi) service main connection application and fee, if applicable; and,
 - vii) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Town and the Developer;
- f) the Town's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
- g) the Town is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- h) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-Law of the Town of Pelham, and the Development Charges By-Law of the Regional

Municipality of Niagara, and the Development Charge of the Niagara District Catholic School Board; and,

- i) the Developer/Owner has otherwise complied with all applicable law.
- 35.2 The Developer/Owner agrees to comply with the East Fonthill Secondary Plan Area Urban Design Guidelines. The building's licensed Architect/Designer shall provide their stamp and a statement on the submitted plans that indicates the building complies with the East Fonthill Secondary Plan Area Urban Design Guidelines.
- 35.3 Notwithstanding anything herein contained, the Town may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.
- 35.4 Prior to making any connections, if required, to existing municipal services the Developer/Owner shall submit to the Town, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the Town's Public Works Department.
- 35.5 The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as "a development charge" are characterized as:
- a) services installed or provided at the expense of the Developer within the Plan of Subdivision, as a condition of approval under Section 51 of the *Planning Act*; or
 - b) services denoted on approved Plans or specifically noted in the Agreement for which the Developer is making no claim for credits under the Development Charge By-law except as otherwise provided for under other agreements between the Town and the Developer; and,
 - c) are not charges related to development within the meaning of the *Development Charges Act, 1997* except as otherwise provided for under other agreements between the Town and the Developer.
- 35.6 Except as otherwise provided for under other agreements between the Town and the Developer, the Developer hereby releases and forever discharges the Town from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 35.7 The Developer/Owner may construct 20 model units once the following Primary Services are completed: roads (base coat asphalt), watermain, and sanitary sewers.
- 35.8 Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:
- a) until the Director of Public Works has approved the Completion Certificate for Primary Services;
 - b) until the Town has on file a Grading Conformance Certificate for the Lot; and,
 - c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

35.9 The Developer/Owner agrees to pay all applicable permit fees and unless otherwise satisfied pursuant to the terms of other agreements between the Town and the Developer, any development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 35 herein, prior to a Letter of Occupancy being issued for said units.

35.10 All new homes constructed shall be equipped with water meters at the sole expense of the Developer/Owner.

36. TENDERS, INSURANCE, AND BONDING

36.1 If required by the Town, the Developer shall call for tenders for the Works in accordance with the Town's Procurement Policy. Where the Town requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Public Works.

36.2 Prior to commencement of any Works, the Developer shall, at its own expense, provide the Town with:

- a) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the Town as an additional insured in a form satisfactory to the Town as follows:
 - (i) a limit of liability of not less than five million dollars (\$5,000,000.00) or such greater amount as the Director of Public Works deems advisable;
 - (ii) inclusion of the Town, its agents and servants and the Regional Municipality of Niagara as additional named insureds;
 - (iii) a provision for cross liability in respect of the named insureds;
 - (iv) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage;
 - (v) completed operations coverage;
 - (vi) that sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Town; and
 - (vii) owner's protective coverage.
- b) a Certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and,
- c) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

37. SECURITY DEPOSITS AND REFUNDS

Security Deposits

37.1 The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all Town inspection charges, administrative and consulting fees, engineering and legal costs and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments, in a form satisfactory to the Town, on accounts of aforesaid costs, charges and fees in accordance with Schedule "F" annexed hereto for Phase 1 prior to execution of this Agreement by the Town. Security for Phase 2 shall be posted in a form satisfactory to the Town, on accounts of aforesaid costs, charges and fees in accordance with Schedule "F" annexed hereto prior to servicing of Phase 2.

The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the Town. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Town returns the Letter of Credit in accordance with the provisions of this agreement.

- 37.2 The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Town may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 37.3 The Developer acknowledges and agrees that the Town reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Town determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Town will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Town has sufficient security to ensure that such work will be completed.
- 37.4 Whenever in this Agreement a Letter of Credit is required to be filed with the Town, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Town as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 37.5 The Developer acknowledges that upon the transfer of any ownership of the Lands, the Town will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Town.
- 37.6 The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Engineer shall provide the Town with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and to cover Town inspection charges, engineering, administrative, legal, and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "F" annexed hereto. If in the opinion of the Town the cost estimate does not reflect current costs, the Town reserves the right to modify the estimate.
- 37.7 From time to time, upon written request, the Developer's Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Public Works may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "F" annexed hereto by twenty percent (20%) of the original estimates or tender costs and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within fourteen (14) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

Cash Payments

37.8 Prior to the execution of this Agreement by the Town, as security for payment of services to be rendered by the Town and its agents as required by this Agreement, and for presently outstanding payments owing to the Town, the Developer shall, in accordance with Schedule "F" annexed hereto, deposit with the Town cash payment and cash security as set out in Schedule "F", which security shall include, but not be limited to the following:

- a) a cash amount to secure the Town's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws in accordance with the Town's applicable Fees and Charges By-law.
- b) a cash amount to cover the Town's cost to supply and install street name and traffic control signage at the rate of five hundred dollars (\$500.00) per sign; and
- c) a cash amount to cover all arrears of taxes and all current taxes and all local improvement charges assessed against the Lands described in Schedule "A" annexed hereto.

Letters of Credit

37.9 Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Town a Letter of Credit drawn upon a chartered bank in favour of the Town and in a form satisfactory to the Treasurer, in an amount approved by the Director of Public Works and/or Director of Community Planning and Development, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Town in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

- (1) payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus one hundred and twenty percent (120%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "F" annexed hereto; and,
- (2) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Town pursuant to this Agreement.

37.10 The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Director of Public Works, plus one hundred and twenty percent (120%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 38 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Town. In such an instance, the amount of the Letter of Credit may, at the sole discretion of the Director of Public Works be reduced to an amount equal to the total of all amounts set out above. Only one reduction shall be permitted prior to issuance of the final completion certificate. Such reduction shall be based on the following:

- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
- (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Director of Public Works and/or Director of Community Planning and Development; and,

- (3) proof of payment in a form satisfactory to the Director of Public Works and/or Director of Community Planning and Development of the amounts paid on account of the completed Works to the date of the application for reduction.

37.11 Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of the *Construction Lien Act*.

37.12 The Developer shall pay the cost of the Works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

38. MAINTENANCE GUARANTEE

38.1 The Letter of Credit deposited by the Developer pursuant to Section 37 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Works by the Town, at the Director of Public Works discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "F") plus one hundred and twenty per cent (120%) of the value, as estimated by the Director of Public Works, of any uncompleted Works and such Letter of Credit shall be retained by the Town as a Maintenance Guarantee to guarantee the workmanship and materials of the Works until such time as the maintenance guarantee periods as provided for in Sections 32.2 and 32.3 have both expired.

38.2 The Letter of Credit may be realized upon by the Town if the Developer defaults in any payment or condition contained herein.

38.3 The Developer shall be conclusively deemed to be in breach of the covenant if, in the case of the cost of the Works or the fees of the Owner's/Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Director of Public Works in accordance with Section 39.2 hereof.

39. DEFAULT

39.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Developer is in default.

39.2 Notice of such default ("Notice of Default") shall be given by the Town and if the Developer does not remedy such default within such time as provided in the notice, the Town may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.

39.3 Upon Notice of Default having been given, the Town may require all work by the Developer, their servants, agents, independent contractors, and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.

39.4 Upon Notice of Final Default having been given to the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the Lands shown on the Plan of Subdivision by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;

- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c) retain any sum of money heretofore paid by the Developer to the Town for any purpose and apply the same in payment or part payment for any work which the Town may undertake;
- d) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;
- e) bring action to compel specific performance of all or any part of this Agreement or for damages;
- f) add any costs incurred by the Town to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
- g) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

39.5 Developer shall be deemed to be in Final Default if:

- a) the Town receives written notice from the Bank of its intension to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the Town receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Town is being altered, cancelled, or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (20) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond, or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the Town, replacement security deposits; or,
- f) the Developer fails to increase security as required by the provisions of this Agreement.

40. INDEMNIFICATION

Until the Town passes a By-law assuming the Streets shown on the Plan, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Town from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Director of Public Works; and,
- b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and,
- c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused.

41. COVENANTS THAT RUN WITH THE LAND

The Developer and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with

the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".

42. NOTICE

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed, in the case of the Town to:

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

and in the case of the Developer to:

Mountainview Homes (Niagara) Ltd.
3350 Merrittville Highway, Unit 9
Thorold, ON L2V 4Y6

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

43. SCHEDULES

The Schedules annexed hereto, being Schedules "A" to "I" inclusive, are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

44. SPECIAL PROVISIONS

The Developer shall undertake and complete all other special provisions to this Agreement, as outlined in Schedule "H" which forms part of this Agreement.

45. NUMBER AND GENDER

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- a) Words in the singular number include the plural and such words shall be construed as if the plural had been used;
- b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and,
- d) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

46. BINDING EFFECT

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

IN WITNESS WHEREOF THE Parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

) **MOUNTAINVIEW HOMES (NIAGARA) LTD.**
)
)
)
) Print Name: _____
)
)
) Signature: _____
)
) ☐ I have authority to bind the Corporation.
)
)

) **THE CORPORATION OF THE TOWN OF**
) **PELHAM**
)
)

) _____
) Marvin Junkin, Mayor
)

) _____
) Holly Willford, Clerk
)

SCHEDULE "A"

LEGAL DESCRIPTION

Part Township Lot 166 & 167, Township of Thorold; Part 1, Plan 59R-16193; Together with an Easement over Part Lot 167, Township of Thorold, Parts 4 & 5, Plan 59R-15473 as in SN482259; Town of Pelham

Being all of PIN 64063-0266 (LT)

Part Lot 14, Plan 717 Fonthill, Part 1, Plan 59R-15935, except Plan 59M-457; Town of Pelham

Being all of PIN 64063-0455 (LT)

Part Lot 13, Plan 717 Fonthill, Part 4, Plan 59R-16942; Town of Pelham

Being all of PIN 64063-0561 (LT)

SCHEDULE "B"

LANDS CONVEYED FOR PUBLIC PURPOSES

All references to Blocks and Lots relate to 59M-_____.

The Developer shall convey free and clear of all encumbrances and at its own expense the following lands to The Corporation of the Town of Pelham:

1. Block 40 for walkway.
2. Blocks 43 - 50 for 0.3 metre reserve.

SCHEDULE "C"

REQUIRED MUNICIPAL EASEMENTS

All references to Parts, Blocks, and Lots relate to 59R- _____.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Town of Pelham; over, under and through:

- 1. Part 1, part of Lot 2, for storm water purposes
- 2. Part 2, part of Lot 3, for storm water purposes
- 3. Part 3, part of Lot 4, for storm water purposes
- 4. Part 4, part of Block 17, for storm water purposes
- 5. Part 5, part of Block 18, for storm water purposes
- 6. Part 6, part of Block 19, for storm water purposes
- 7. Part 7, part of Block 20, for storm water purposes
- 8. Part 13, part of Block 30, for storm water purposes
- 9. Part 14 for temporary access

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Regional Municipality of Niagara; over, under and through:

- 1. Part 14 for temporary access

SCHEDULE "D"

REQUIRED UTILITY EASEMENTS

All references to Parts, Blocks, and Lots relate to 59R- _____.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to Enbridge Gas Inc., over, under and through:

1. Part 8, part of Block 21, for natural gas purposes
2. Part 9, part of Block 22, for natural gas purposes
3. Part 10, part of Block 23, for natural gas purposes
4. Part 11, part of Block 24, for natural gas purposes
5. Part 12, part of Block 25, for natural gas purposes

SCHEDULE "E"

LIST OF APPROVED DRAWINGS

1. Park Place South General Servicing Plan 1, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-GSP, or the latest revision thereof.
2. Park Place South McCaw Drive from STA 0+000 TO STA 0+170 Plan & Profile 1, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP1, or the latest revision thereof.
3. Park Place South, Klager Avenue from STA 0+170 to STA 0+330 Plan and Profile 2, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP2, or the latest revision thereof.
4. Park Place South, Drake Road from STA 0+000 to STA 0+180 Plan and Profile 3, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP3, or the latest revision thereof.
5. Park Place South, Austin Lane from STA 0+000 to STA 0+180 Plan Profile 4, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP4, or the latest revision thereof.
6. Park Place South, Norgate Way from STA 0+000 to STA 0+280 Plan and Profile 5, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP5, or the latest revision thereof.
7. Park Place South, Shaw Avenue from STA 0+000 to STA 0+280 Plan and Profile 6, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP6, or the latest revision thereof.
8. Park Place South, East Park Storm Sewer from STA 0+170 to STA 0+330 Plan and Profile 7, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP7, or the latest revision thereof.
9. Park Place South, North Park Storm Sewer from STA 0+000 to STA 0+157 Plan and Profile 8, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP8, or the latest revision thereof.
10. Park Place South, Summersides Boulevard from STA 0+000 to STA 0+220 Plan and Profile 9, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP9, or the latest revision thereof.
11. Park Place South, Summersides Boulevard from STA 0+220 to STA 0+396.58 Plan and Profile 10, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PP10, or the latest revision thereof.
12. Park Place South, Grading Plan, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PPS-GP, or the latest revision thereof.
13. Park Place South, Parking and Signage Plan, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PPS-SIGN, or the latest revision thereof.
14. Park Place South, Streetscape Plan, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890-PPS-

STR, or the latest revision thereof.

15. Park Place South, General Servicing Plan 1, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890- GND1, or the latest revision thereof.
16. Park Place South, General Notes and Details 2, prepared by Upper Canada Consultants, dated November 4, 2022, printed November 4, 2022, as Drawing No. 1890- GND2, or the latest revision thereof.

SCHEDULE "F"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION - PHASE ONE

PRIMARY SERVICES – PHASE ONE				
General clearing, topsoil stripping and earthworks			\$80 300.00	
Sanitary system			\$414 639.45	
Storm system			\$734 527.10	
Water system			\$370 820.00	
Preliminary Roads			\$542 064.50	
Street lights			\$167 820.00	
Subtotal for Primary Security Purposes			\$2 310 171.05	
Contingencies (5%)			\$115 508.55	
Engineering (10%)			\$231 017.10	
Subtotal Primary Servicing, Engineering and Contingency – Phase One			\$2 656 696.71	
TOTAL PRIMARY SERVICES COST – PHASE ONE			\$3 038 579.97	
Letter of Credit for Primary Services (20%)			\$607 715.99	(1)
SECONDARY SERVICES – PHASE ONE				
Final Roads			\$680 340.00	
Subtotal for Secondary Security Purposes			\$680 340.00	
Contingencies (5%)			\$34 017.00	
Engineering (10%)			\$68 034.00	
Subtotal Secondary Servicing, Engineering and Contingency			\$782 391.00	
TOTAL SECONDARY SERVICES COST – PHASE ONE			\$890 951.00	
Letter of Credit for Secondary Services (120%)			\$1 069 141.20	(2)
TOWN FEES				
Town Administration Fee- Subdivision Agreement Fee			\$147 915.58	(3)
Singer’s Drain Allotment	4.476 ha	\$1 200 /ha	\$5 371.20	(4)
Stormwater Management Oversizing			\$426 542.00	(5)
North Side of Summersides Boulevard Construction			\$477 258.00	(6)
Street Signs	15	each \$500	\$7 500.00	(7)
Traffic Signs- stop signs	7	each \$500	\$3 500.00	(8)
Regulatory/Warning Signs	9	each \$500	\$4 500.00	(9)
SUMMARY			\$1 072 586.78	
LETTER OF CREDIT REQUIRED FOR PHASE ONE (1)+ (2)			\$1 676 857.19	
CASH PAYMENT REQUIRED (3) + (4) + (5) + (6) + (7) + (8) + (9)			\$1 072 586. 78	

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION - PHASE TWO

PRIMARY SERVICES – PHASE TWO				
General clearing, topsoil stripping and earthworks			\$25 675.00	
Sanitary system			\$59 477.20	
Storm system			\$75 103.20	
Water system			\$41 164.00	
Preliminary Roads			\$119 613.00	
Street lights			\$11 040.00	
Subtotal for Primary Security Purposes			\$332 072.40	
Contingencies (5%)			\$16 603.62	
Engineering (10%)			\$33 207.24	
Subtotal Primary Servicing, Engineering and Contingency – Phase Two			\$381 883.26	
TOTAL PRIMARY SERVICES COST – PHASE TWO			\$381 883.26	
Letter of Credit for Primary Services (20%)			\$76 376.65	(1)
SECONDARY SERVICES – PHASE TWO				
Final Roads			\$94 400.00	
Subtotal for Secondary Security Purposes			\$94 400.00	
Contingencies (5%)			\$4 720.00	
Engineering (10%)			\$9 440.00	
Subtotal Secondary Servicing, Engineering and Contingency			\$108 560.00	
TOTAL SECONDARY SERVICES COST – PHASE TWO			\$108 560.00	
Letter of Credit for Secondary Services (120%)			\$130 272.00	(2)
LETTER OF CREDIT REQUIRED FOR PHASE TWO (1)+ (2)			\$206 648.65	

SCHEDULE "G"

SPECIAL PROVISIONS

1. All references to Lots and Blocks in this Agreement are to be the Plan of Subdivision (59M - _____) and all references to Easements in this Agreement are to be the Compiled Easement Plan (59R- _____).
2. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“All Works within the Subdivision, including but not limited to storm sewers, sanitary sewers, watermain, roads, curbs and gutters, street lighting and drainage works and swales, are contracted by the Developer. The Developer is obligated to maintain the Works in accordance with the Agreement and Plans registered on title.”
3. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“The lands in the Subdivision are subject to the payment of development charges which are payable prior to the issuance of a building permit.”
4. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“All building roof downspouts and sump pump discharge within this subdivision shall discharge only to ground surface via splash pads to either side or rear yards, with no direct connection to the storm sewer or discharge directed to the driveway or roadway.”
5. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“Public sidewalk construction at the Developer’s expense shall be in accordance with the terms of the Subdivision Agreement and the approved plans on file at the Town.”
6. The Developer acknowledges and agrees that all offers and agreements of purchase and sale the following clause:

“The Developer shall be responsible for installing paved driveway aprons (maximum 6.0m wide) from curb to the property line or from the curb to the sidewalk within municipal road allowances.”
7. The following warning clause regarding all the lots within the subdivision shall hereby be registered on title to the lands:

“All persons intending to acquire an interest in the real property by purchase or lease on this development are advised of the presence of a storm water management facility which will be subject to storm water flows and periodic flooding due to seasonal rainfall and snowmelt. Portion of these lands may be impacted by fast flowing water, ponding, insect and animal habitat and odours associated with their designed use.”
8. The Developer shall co-ordinate the preparation of an overall utility distribution plan and make arrangements to the satisfaction of all affected authorities for the provision of underground utility services internal and external to this development.

9. 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.
10. The Developer shall include on all offers of purchase and sale, a statement that advises the prospective purchaser that:
 - i) the home/business mail delivery will be from a designated Central Mail Box;
 - ii) the developer/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
11. The Developer agrees to:
 - i) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the development;
 - ii) install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes;
 - iii) identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision;
 - iv) determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
12. That the Developer shall convey land in the amount of 5% of the land included in the plan to the Town of Pelham for park purposes as permitted in Section 51.1 of the Planning Act R.S.O. 1990, c. P.13. 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. The Town will provide the developer with a credit for the installation of the pedestrian bridge to be constructed on Town property toward the payment of parkland dedication or alternatively, cash payment from the parkland reserve.
13. That the Developer shall install black wrought iron style fencing or acceptable alternative along the rear and exterior side yards of the lots backing on the park to the satisfaction of the Director of Community Planning and Development.
14. That the design of all municipal and public utility services for the Subdivision be coordinated with adjacent development.
15. 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.
16. 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, Conservation and Parks 'Form 1' Record of Watermain.
17. Prior to final approval for registration of this plan, the Developer shall submit the design drawings (with calculations) for the sanitary and storm drainage systems required to service this development and obtain Environmental

Compliance Approval from the Ministry of Environment and Climate Change under the Transfer of Review Program to the satisfaction of the Regional Municipality of Niagara Planning and Development Services Department. (Note: Any new storm sewer outlet to a creek or storm water management scheme designed for quantity control/quality improvement will require the direct approval of the Ministry of the Environment and Climate Change – Approvals Branch, Toronto Office).

18. That the Developer constructs and conveys to the Town of Pelham a 3 m pedestrian walkway on Block 40. The walkway shall be constructed to the standards and satisfaction of the Town.
19. That the Developer shall dedicate Blocks 43 – 50 to the Town of Pelham, free and clear of any mortgages, liens and encumbrances as 0.3 m Reserves.
20. That the Developer will not negatively impact trees on neighbouring properties.
21. That the Developer agrees to pay the required cost allocation for oversizing of the Storm Water Facility and Storm Sewer.
22. The Developer agrees to construct a steel framed wood deck pedestrian crossing over the watercourse connecting the development to the trail on the north side of the watercourse to the satisfaction of the Town noting that a development permit is required from the Niagara Peninsula Conservation Authority.
23. 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 Community Planning & Development and the Director of Public Works.
24. That the Developer agrees to provide lay-by parking on Summersides Boulevard in accordance with the East Fonthill Secondary Plan Area Urban Design Guidelines to the satisfaction of the Director of Public Works.
25. That the Developer agrees to pay for the north half of Summersides Boulevard abutting the subdivision lands as per the Summersides Boulevard Cost Sharing Agreement.
26. The Developer agrees to pay its allotment for the Singer's Drain improvements at a rate of \$1 200 /ha for a total payment of \$5 371.20.
27. 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.
28. That the Subdivision Agreement contain the following clause:

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

In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services (416-326-8800) must be contacted. In 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."

29. The owner shall ensure that all streets and development blocks can provide an access in accordance with the Regional Municipality of Niagara policy and by-laws relating to the curb side 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.
30. The following warning clause will be required for the Subdivision Agreement and future purchase/sale and lease agreements for Blocks 31, 32, 33 and 34 as the truck will be required to utilize the majority of the laneway for collection:
- "Owners/Purchasers/Tenants are advised that during waste/recycling collection, waste collection vehicles may be required to utilize the entire laneway and block traffic."*
31. That the owner submits a written undertaking to the Niagara Region that draft approval of this subdivision does not include a commitment of servicing allocation by the Regional Municipality of Niagara 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.
32. That the owner submits a written undertaking to the 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.
33. 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, Environmental Compliance Approval under the Transfer of Review Program.
34. 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 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 the Niagara Region for review and approval:
- i. 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
 - ii. Detailed erosion and sedimentation control plans.
35. 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.
36. That the owner shall register a temporary easement for waste collection (Block 43) to the satisfaction of the Regional Municipality of Niagara.

SCHEDULE "H"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Developer shall cause to be Registered against all Lots in the Subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Lot grading plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said Lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He/she shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Subdivision are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod/hydroseed the lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

SCHEDULE "H"

BUILDING RESTRICTIONS

(To be included in all Deeds)
(Continued)

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.



The Corporation of the Town of Pelham

By-law No. 4508(2022)

Being a By-law to authorize the execution of a subdivision agreement with Mountainview Homes (Niagara) Ltd. and the Corporation of the Town of Pelham – Park Place South Subdivision.

**Mountainview Homes (Niagara) Ltd. and the Corporation of the Town of Pelham
File No. 26T19-02-2020**

WHEREAS at the Council meeting held on December 5, 2022, the Municipal Council of the Town of Pelham approved the report regarding the execution of the Park Place South Subdivision Agreement, authorizing the entry into a Subdivision Agreement with Mountainview Homes (Niagara) Ltd. (the 'Developer') and the Corporation of the Town of Pelham detailing certain land conveyances, payments and dedications, and the conditions whereby development can occur;

AND WHEREAS it is deemed desirable to enter into the Subdivision Agreement for Park Place South Subdivision with Mountainview Homes (Niagara) Ltd. in order to control development of lands as described in Schedule 'A' of the Subdivision Agreement which is attached hereto and forms part of this by-law.

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. **THAT** the Subdivision Agreement attached hereto and made part of this by-law be and is hereby approved; and
2. **THAT** provided Mountainview Homes (Niagara) Ltd. first satisfies the requirements mentioned in the Agreement attached to and forming part of this by-law that are to be satisfied prior to or at the time of execution of the Subdivision Agreement by Mountainview Homes (Niagara) Ltd. and the Corporation of the Town of Pelham, then the Mayor and Clerk are hereby authorized and directed to execute the Subdivision Agreement attached hereto and forming part of this by-law and once executed by all parties, the Agreement shall be registered upon the title to the lands described in Schedule 'A' of the said agreement.
3. **THAT** the conveyances, payments, and dedications required by the said Subdivision Agreement, are authorized and approved.
4. **THAT** in the event minor modifications to the Subdivision Agreement are necessary to effect the intent herein, the Clerk of the Town of Pelham is hereby authorized to complete same in consultation with the Town Solicitor.
5. **THAT** this By-law shall come into force and effect on the date that it is enacted.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk



The Corporation of the Town of Pelham

By-law No. 4509(2022)

Being a By-law to authorize the Mayor and Clerk to execute the Computer-Aided Fire Dispatch Agreement with the City of St. Catharines;

And to repeal and replace By-law No. 3930(2017) and 4084(2019).

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS section 20 of the *Municipal Act, 2001* provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit on any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the Corporation of the Town of Pelham entered into an Agreement on November 6, 2017 with the City of St. Catharine's with respect to computer-aided fire dispatch;

AND WHEREAS the City of St. Catharine's is desirous of extending the agreement until December 31, 2037;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

- 1. THAT** the Computer-Aided Fire Dispatch Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the City of St. Catharines be and is hereby approved; and
- 2. THAT** the Mayor and Clerk be and are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" to the by-law and to affix the corporate seal thereto.

3. Effective Date

3.1. This By-law shall come into force on the date that it is passed.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk

THIS AGREEMENT made this day of , 2022, and authorized by
By-law No. 2020-156 of the City of St. Catharines.

BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

(hereinafter called "St. Catharines")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter called "Recipient")

OF THE SECOND PART

WHEREAS section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit on any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS section 2(5) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS St. Catharines has been providing the Recipient with emergency communications services and the Recipient has requested that St. Catharines continue to provide its municipality with such services;

AND WHEREAS St. Catharines also provides similar services to Niagara-on-the-Lake, Thorold, Haldimand, West Lincoln, Grimsby, Wainfleet, Port Colborne, Lincoln and Norfolk;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. St. Catharines agrees to provide the Recipient with emergency communications services and required backup operations for a fifteen (15) year period commencing on January 1, 2023 to continue until December 31, 2037 (the “Term”).
2. The Recipient agrees that it shall be responsible to pay to St. Catharines the annual sums as highlighted in yellow on Schedule “A” attached hereto. In every case the annual amounts shall be payable by the Recipient in quarterly instalments, in advance and upon the receipt of an invoice from St. Catharines.
3. The parties hereto agree that in the event St. Catharines should be successful in negotiating additional users to this emergency communications service, that the rate referred to herein may be renegotiated to reflect other users, however the Recipient’s share will not increase except as outlined in paragraph 2 herein.
4. Any subsequent renewal of this Agreement is subject to changes in terms and conditions, including fees payable, as agreed to by the parties.
5. St. Catharines, together with all Municipalities that have an agreement with St. Catharines for the provision of fire dispatch services, shall form a Joint Operating Committee (hereinafter “JOC”) to oversee the provision of emergency communications services including Geographical Information Systems, Information Technology, Standard Operating Guidelines, and performance targets for St. Catharines’ Emergency Communications Centre (hereinafter the “Centre”). This JOC will consist of the Fire Chief, or his or her deputies, of St. Catharines, the Fire Chiefs, or their deputies, of each municipality for which St. Catharines provides dispatch services, and communications support personnel.
6. The JOC shall hold two (2) meetings per year during each year of the Term, and all meetings of the JOC shall have an agenda and recorded minutes.
7. On an ongoing basis the JOC shall review staffing and service levels of the Centre and shall forward any recommendations to the CAO’s of each municipality.

8. The parties acknowledge that:

- a) The overall responsibility for the Communication Division of the St. Catharines Fire Services will be under the direction of a senior (non-union) member of the St. Catharines Fire Services.
- b) After hours and holiday supervision of the Centre will be provided by Communications Coordinators, and/or the on duty Platoon Chief of the St. Catharines Fire Services;
- c) Operating costs to staff, operate, maintain, repair and replace the Centre will be determined by St. Catharines in its sole discretion. Capital costs will include costs for dispatch equipment and any peripheral devices, but will exclude costs for the interior or exterior of the building;
- d) A minimum of two (2) Public Safety Telecommunicators will be present at the Centre at all times; and
- e) City of St. Catharines Information Systems support staff and Radio Technician will be available Monday to Friday 8:30am to 4:30pm for any supported platforms. After hours assistance shall be coordinated through the on-call St. Catharines Senior Officer.

9. The Recipient shall be responsible for the following:

- a) To provide high speed internet connections dedicated to each station printer and terminal which is to receive the computer aided dispatch transmittals from St. Catharines;
- b) To provide existing or compatible radio systems and hardware to receive the transmittals from St. Catharines;

- c) To maintain all required equipment, owned by the Recipient , including its radio system and hardware and high speed internet connection, in good working order at all times;
- d) To provide master response information run cards and any other pertinent information;
- e) To provide St. Catharines and/or St. Catharines' geographical information systems (GIS) provider all necessary information for the operation of the dispatch system, including but not limited to maps, single line road network data, hydrant locations, assessment data, and any and all other pertinent data as required by the Fire Chief for St. Catharines and to immediately notify St. Catharines of any inaccuracies it discovers;
- f) To continue to be responsible for receiving all non-emergency and business calls directly;
- g) To pay costs for any additional work arising in relation to this Agreement but that is not specifically identified herein; and
- h) To upgrade all of the Recipient's radio systems used for communication under this Agreement to that of a digital standard prior to the end of the Term or upon earlier instruction by St. Catharines, at the Recipient's expense.

10. St. Catharines agrees that it shall:

- a) Provide the Recipient with computer aided fire dispatch (CAD) services twenty-four (24) hours a day, seven (7) days a week, which services shall include the receipt, recording and retransmission of all calls for Fire Department Emergency Services for the Recipient, other than non-emergency and business calls as set out in paragraph 9 f) herein;

- b) Maintain the equipment located in St. Catharines, and other locations as may be required from time to time for the provision of the services outlined herein;
- c) Retain all voice recordings for a period of up to one hundred and eighty (180) days and all written and CAD records for a period of up to seven (7) years, and provide copies of secure voice recordings upon request from the Fire Chief of the Recipient;
- d) Provide monthly and annual call for service reports to the Recipient based on dispatch time reports, call volume and nature of the calls;
- e) Provide the necessary training and supervision to ensure that its employees are in compliance with the Operational Guidelines of St. Catharines Fire Service and shall work towards operating at the National Fire Protection Association 1710 and Chapter 15, Standard for Dispatch Operations Level (hereinafter "NFPA 1221"). The parties acknowledge that such performance targets are targets only and not an obligation of St. Catharines; and
- f) Use best efforts for communications personnel to meet the current edition of NFPA 1061 Standard for Public Safety Telecommunicator Professional Qualifications, without prejudice.

11. All computer aided dispatch incident records and data in connection with an incident ("Data") will belong to the party to which the incident relates, or as required by federal or provincial legislation. Each party will be responsible for the storage, integrity, retention and destruction of its own Data. St. Catharines will not be responsible for the Recipient's storage, integrity, retention or destruction of its Data.

12. The parties agree that either party shall have the right to terminate this Agreement, for any purpose whatsoever, by giving twenty-four (24) months prior written notice to the

other party, and no compensation shall be payable for any damages incurred.

13. If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give a notice in writing of the breach to the defaulting party and request that the default be remedied. If the party in breach fails to remedy the breach within fifteen (15) days after the date of written notice, then this Agreement may be terminated by written notice of termination given by the complaining party, such termination to be effective fifty (50) days from the date of the notice of termination. In the event that notice of termination is provided by either party, St. Catharines shall continue to provide the services described herein until the effective date of the termination.

14. The Recipient acknowledges that St. Catharines has incurred substantial costs in upgrading the emergency services infrastructure required to provide the services in this Agreement. If this Agreement is terminated prior to the expiration of the Term, either by the Recipient providing notice under section 12, or as a result of the Recipient's breach of this agreement under section 13, the Recipient shall continue to pay the annual sums in accordance with section 2, as well as any other costs which become owing, until all such payments which are owed throughout the Term of this Agreement or would have been owed but for the earlier termination, are paid for in full.

15. Each party to this Agreement (the "First Party") shall indemnify and hold harmless the other party and its officers, directors, employees, members of council, assignees, licensees, sub-licensees, customers and agents (the "Other Party") from any and all claims, losses, liabilities, damages, actions, debts, expenses and costs which result from and/or are based on the acts, omissions, default or negligence of the First Party or those for whom the First Party is at law responsible.

16. St. Catharines shall obtain, pay and maintain in effect for the duration of this Agreement Commercial General Liability Insurance and Errors and Omissions Liability Insurance, each in the amount of not less than Two Million Dollars (\$2,000,000.00), naming the Recipient as an additional insured. St. Catharines shall deliver to the Recipient a certificate of insurance for such coverage.

17. No waiver by either party to this Agreement of any default, breach or non-observance by the other party at any time or times in respect of any provision herein contained shall operate as, or be deemed to be, a waiver of the non-defaulting party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way such party's rights in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the non-defaulting party save only express waiver in writing.

18. St. Catharines will not disclose or disseminate confidential information received by the Recipient to anyone other than those employees with a need to know. Nothing in this section precludes St. Catharines from complying with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended and subject to the provisions of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended, it is understood and agreed by the Recipient that this Agreement and any information or material submitted to St. Catharines under this Agreement may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

19. This Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set forth.

20. This Agreement may only be amended in writing upon being signed by both parties.

21. Any notice required by any provision of this Agreement shall be given in writing addressed, in the case of notice to St. Catharines, to it at:

The Corporation of the City of St. Catharines
50 Church Street
P. O. Box 3012
St. Catharines, Ontario L2R 7C2
Attention: City Clerk

and, in the case of notice to Recipient, to it at:

The Corporation of the Town of Pelham
 ATTN: Fire Chief
 Highway #20 West, P.O. Box 323
 Fonthill, ON L0S 1E0

and sent by prepaid registered mail. The time of giving such notice shall be conclusively deemed to be the second business day after the day of such mailing. Such notice shall also be sufficiently given when it shall have been delivered, in the case of notice to St. Catharines, to the City Clerk, and in the case of notice to the Recipient, by delivery to the Town Clerk. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

22. Neither party shall assign this Agreement nor any right or obligation hereunder without first obtaining the prior written consent of the other party.

23. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

24. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct.

25. Nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between St. Catharines and the Recipient.

26. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

27. Each party agrees that no portion of this Agreement shall be interpreted less favourably to either party because that party or its counsel was primarily responsible for the drafting of that portion.

28. This Agreement may be executed in any number of counterparts, either electronically or manually, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

29. The following sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect from the date of expiry or termination of this Agreement: section 2, section 15, section 18, section 23, section 24, section 25, section 26, section 27, and section 29.

[remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the parties hereof have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY OF
ST. CATHARINES

Dave Upper, Fire Chief
As authorized under By-law 2020-156

THE CORPORATION OF THE TOWN
OF PELHAM

MAYOR

CLERK

SCHEDULE “A”
PAYMENT SCHEDULE

Pelham Proposed CAD Partner Allocation 15 Year (2023-2037)			
Year # (Contract)	Year	Contract Target Increase	Contract Amount (CAD \$)
1	2023	3.00%	61,539
2	2024	4.00%	64,001
3	2025	4.00%	66,561
4	2026	3.50%	68,891
5	2027	3.50%	71,302
6	2028	3.00%	73,441
7	2029	3.00%	75,644
8	2030	2.50%	77,535
9	2031	2.50%	79,474
10	2032	2.50%	81,460
11	2033	2.50%	83,497
12	2034	2.50%	85,584
13	2035	2.50%	87,724
14	2036	2.50%	89,917
15	2037	2.50%	92,165
Total Pelham Year Contract (2023-2037)			\$ 1,158,736

*The Contract Target Increase, and corresponding Contract Amount, is subject to change in accordance Annual Inflation and with the formula below. In any given year of the contract, Annual Inflation shall be calculated in accordance with the Consumer Price Index (Bank of Canada) for the month of December.

Should “Annual Inflation” exceed twice the Contract Target Increase, for each 1% of the overage, the Contract Target Increase shall increase by an additional 0.25% for the given year. After Year 3 (i.e. 2026 and beyond), should Annual Inflation fall under 2% of the Contract Target Increase, for each 1% of the shortage, the Contract Target Increase shall decrease by 0.25% for the given year.



The Corporation of the Town of Pelham

By-law No. 4510(2022)

Being a by-law to adopt, ratify and confirm the actions of the Council at its regular meeting held on the 19th day of December 2022.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute") provides that, unless 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 the 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 19th day of December, 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.** This By-law shall come into force on the date that it is enacted.

Read, enacted, signed and sealed this 19th day of December, 2022.

Marvin Junkin, Mayor

Holly Willford, Town Clerk